



BY-LAW

NO. 2014 - 080

BEING A BY-LAW TO AUTHORIZE THE SIGNING OF DEVELOPMENT AGREEMENT WITH SP ARMOW WIND ONTARIO LP

WHEREAS Section 8(1) and 9 of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS SP Arnow Wind Ontario LP is developing an approximately 180 megawatt commercial wind energy project known as the Arnow Wind Project substantially located in the Municipality of Kincardine pursuant to a Power Purchase Agreement dated August 2, 2011, between the Ontario Power Authority and SP Arnow Wind Ontario LP;

AND WHEREAS SP Arnow Wind Ontario LP and the Municipality entered into an Memorandum of Understanding (MOU), dated February 20, 2013, in which both parties agreed to incorporate various terms and conditions as expressly set out in the MOU in a development agreement, including matters set forth in the Municipality's Generation System Development Policy, adopted April 13, 2011 (Policy No. PD. 1.9);

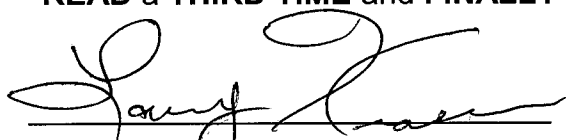
AND WHEREAS the Council of The Corporation of the Municipality of Kincardine deems it advisable to enter into a development agreement with SP Arnow Wind Ontario LP;

NOW THEREFORE the Council of The Corporation of the Municipality of Kincardine **ENACTS** as follows:

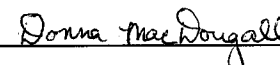
1. That The Corporation of the Municipality of Kincardine enter into a Development Agreement with SP Arnow Wind Ontario LP attached hereto as Schedule "A".
2. That the Mayor and Chief Administrative Officer be authorized and directed to execute, on behalf of The Corporation of the Municipality of Kincardine, the Development Agreement with SP Arnow Wind Ontario LP, attached hereto as Schedule "A" and forming part of this By-law.
3. That this By-law shall come into full force and effect upon its final passage.
4. This By-law may be cited as the "Development Agreement with SP Arnow Wind Ontario LP".

READ a FIRST and SECOND TIME this 21st day of May, 2014.

READ a THIRD TIME and FINALLY PASSED this 21st day of May, 2014.



Mayor



Clerk

This is Schedule "A" to By-Law
No. 2014-080 passed the 21 day
of May 2014

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this 21 day of
May, 2014 (the "Effective Date")

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF
KINCARDINE**, a municipal corporation under the *Municipal Act,
2001* (hereinafter referred to as the "Municipality")

– AND –

SP ARMOW WIND ONTARIO LP, a limited partnership having
its registered office in the Province of Ontario (hereinafter referred
to as "SP Armow")

WHEREAS SP Armow is developing an approximately 180 megawatt commercial wind
energy project known as the Armow Project (the "Project" or the "Wind Project") in the
Municipality pursuant to a Power Purchase Agreement dated August 2, 2011, between the
Ontario Power Authority and SP Armow (as amended, the "PPA");

AND WHEREAS SP Armow and the Municipality (each a "Party" and collectively the
"Parties") wish to ensure that the Wind Project delivers benefits to all residents of the
Municipality;

AND WHEREAS SP Armow and the Municipality entered into a Memorandum of
Understanding ("MOU"), dated February 20, 2013, in which the Parties agreed to incorporate
various terms and conditions as expressly set out in the MOU in a development agreement,
including matters set forth in the Municipality's Generation System Development Policy,
adopted April 13, 2011 (Policy No. PD.1.9) (the "Policy");

AND WHEREAS the Parties have agreed that the Municipality will establish and
administer a community benefits fund to which SP Armow will make contributions to support
Municipal Projects as identified in this agreement;

AND WHEREAS the Parties have developed a mutual understanding of the scope,
commercial terms and legal issues related to the establishment and administration of the Fund;

AND WHEREAS the Parties intend to enter into an agreement governing SP Armow's
use of road allowances in the Municipality;

NOW THEREFORE IN CONSIDERATION of the sum of two dollars (\$2) paid by
the Municipality to SP Armow and the undertakings and agreements hereinafter expressed by the
Parties, the receipt and sufficiency of which are hereby acknowledged, the Municipality and SP
Armow mutually covenant and agree as follows:

1. Interpretation

1.1 In this Agreement,

- (a) “**Annual Payments**” means SP Armow’s annual contributions to the Fund, as calculated pursuant to this Agreement;
- (b) “**Arbitration Notice**” is defined in Section 18.1;
- (c) “**Commercial Operation Date**” means the Commercial Operation Date as defined in the PPA;
- (d) “**CPI**” or “**Consumer Price Index**” means the consumer price index for “All Items” published or established by Statistics Canada (or its successor) for any relevant calendar month in relation to the Province of Ontario;
- (e) “**Dispute**” is defined in Section 18.1;
- (f) “**Effective Date**” means the date of this Agreement;
- (g) “**Emergency**” shall mean a sudden unexpected occasion or combination of events occurring at the Wind Project site which is occasioned by or materially contributed to by Wind Project components necessitating immediate action to prevent or mitigate materially adverse consequences to the health and safety of individuals, the environment or the integrity and safety of the Wind Project’s infrastructure or public utilities infrastructure;
- (h) “**Fund**” means the community benefits fund to be established by the Municipality pursuant to this Agreement;
- (i) “**Fund Report**” is defined in Section 12.2;
- (j) “**Municipal Projects**” means those projects developed or identified in accordance with this Agreement that are intended to be funded in whole or in part by the application of monies paid into the Fund;
- (k) “**Municipality**” means the Municipality of Kincardine;
- (l) “**Payment Offsets**” is defined in Section 13.4;
- (m) “**Policy**” is defined in the third recital;
- (n) “**PPA**” is defined in the first recital;
- (o) “**Project**” and “**Wind Project**” are defined in the first recital;
- (p) “**Project Agreements and Permits**” means, collectively, agreements with the Municipality and permits and approvals required from the Municipality in connection with the Project, including, without limitation, the Road Use

Agreement, agreements for the use of municipal property for purposes of Project infrastructure, building permits, severance consents, crossing permits, road entry permits and other required development agreements and approvals;

- (q) “**REA**” means the Renewable Energy Approval governed and issued by the Ministry of the Environment pursuant to Part V.0.1. and Regulation 359/09 of the *Environmental Protection Act* (Ontario);
- (r) “**Road Use Agreement**” means an agreement between the Municipality and SP Armow addressing the location of Project infrastructure in road allowances in the Municipality and related construction matters and the use of roads in the Municipality for the transportation of heavy and oversize loads to Project sites; and
- (s) “**Term**” is defined in Section 2.1.

1.2 The following schedules to this Agreement are an integral part of this Agreement:

Schedule “A” – Emergency Preparedness and Response Plan, as amended from time to time with the agreement of the parties

Schedule “B” – Airport Vicinity Mapping

Schedule “C” – Site Guidelines, Section 4 of the Policy

Schedule “D” – Complaint Resolution Process

Schedule “E” – 2014 Rates & Fees By-law

Schedule “F” – 2014 Taxation By-laws

Schedule “G” – Form of Road Use Agreement

Schedule “H” – Form of Acknowledgement and Consent Agreement

- 1.3 Nothing contained in this Agreement shall abrogate or prejudice any statutory rights held by either Party under any applicable statutes including but not limited to the *Ontario Energy Board Act, 1998*, the *Municipal Act, 2001*, the *Green Energy Act, 2009* or the *Electricity Act, 1998*, as amended.
- 1.4 This Agreement is contingent upon the Parties entering into a mutually acceptable Road Use Agreement. The Parties agree that concurrently with the execution of this Agreement, they shall execute or cause to be executed the Road Use Agreement in the form attached hereto as Schedule “G”, failing which this Agreement shall become null and void.
- 1.5 Within 30 days after the execution of this Agreement and a Road Use Agreement, the Parties shall issue a joint press release announcing this Agreement and the

establishment of the Fund. SP Armow may also make and publish announcements from time to time concerning the existence of the Fund and its features, including the projected contributions of SP Armow.

2. Term

- 2.1 The “**Term**” of this Agreement shall commence on the Effective Date and shall remain in effect for twenty (20) years, commencing upon the Commercial Operation Date of the Project as defined in the PPA. This Term coincides with the production term established in the PPA. If the term of the PPA is shortened or the PPA is terminated, then the Term shall be shortened to match the remaining term of the PPA. If the term of SP Armow’s PPA is extended, or SP Armow otherwise continues to operate the Wind Project after the expiration or termination of the PPA, then the Parties shall enter into good faith negotiations to extend the Term and amend this Agreement as appropriate to reflect SP Armow’s continued operation of the Project under the circumstances then prevailing.

3. Operation and Maintenance Plan & Emergency Response Plan

- 3.1 SP Armow will operate the Project in accordance with applicable laws and regulations and shall provide to the Municipality prior to issuance of any building permits for the Project, plans/reports setting out in reasonable detail the Developer's plans for the safe operation and maintenance of the Project.
- 3.2 In the event of an Emergency, SP Armow shall respond in accordance with the Emergency Preparedness and Response Plan attached as Schedule “A” to this agreement, as amended from time to time with the agreement of the Parties.
- 3.3 SP Armow hereby agrees to indemnify and hold harmless the Municipality in all respects, including from and against any and all losses, claims, actions, suits, proceedings, causes of action, demands, damages, judgments, liabilities, costs, charges, fees and expenses in connection with loss of life, personal injury, or damage to property, economic loss, or any other loss or injury whatsoever, in any way caused by or resulting from the negligence or wilful misconduct of SP Armow or any of its employees, contractors, agents or personnel in the implementation of, or actions taken pursuant to the Emergency Preparedness and Response Plan.

4. Tree Preservation Plan

- 4.1 SP Armow will, to the extent commercially reasonable, minimize the cutting, trimming or removal of trees in connection with the construction and operation of the Project. The obligations of SP Armow with respect to trees on property owned by the Municipality are as set forth in Section [8] of the Road Use Agreement. In the event that SP Armow requires that trees on private lands be removed, it shall provide a Tree Preservation/Replacement Plan, to the reasonable satisfaction of the Municipality in advance of site preparation and construction, and such plan shall be materially consistent with the tree preservation and replacement plan

required pursuant to the Road Use Agreement between Municipality and SP Armow.

5. Compliance with Municipal By-laws

5.1 SP Armow will comply with all valid and applicable Municipal by-laws in the construction, maintenance and operation of the Project, to the extent that such by-laws comply with applicable and governing laws, provided that SP Armow reserves its rights to appeal or challenge the validity of any such municipal by-law in accordance with applicable laws.

6. Peer Review of Noise Report

6.1 Subject to the satisfaction of the conditions set forth in Sections 6.2, SP Armow agrees that it shall reimburse the reasonable costs and expenses of the Municipality for an independent peer review of SP Armow's Noise Report for the Project by a qualified noise consultant resident in the Province of Ontario which has demonstrated experience in the authorship and review of noise assessment reports for large commercial wind energy projects which were approved pursuant to the REA process and which used wind turbine equipment the same or similar to the equipment to be used in connection with the Project (the "**Peer Consultant**").

6.2 On or prior to the date which is sixty (60) days from the date hereof, SP Armow and the Municipality shall at the written request of the Municipality, each acting reasonably and in good faith, agree upon the name of the Peer Consultant and the Municipality shall enter into a service agreement for the peer review contemplated in Section 6.1. The terms and conditions of such service contract addressing the scope of work and delivery of the peer review shall be subject to the prior review and approval of SP Armow, acting reasonably. SP Armow shall be entitled to review and comment upon any work product resulting from such peer review, including any written reports, prior to the finalization and delivery thereof, and in the event that SP Armow reasonably objects to or wishes to correct or clarify any material component of such work product, the Municipality shall cause the Peer Consultant to meet with the Municipality and SP Armow and, at SP Armow's option, SP Armow's noise consultant(s), to engage in meaningful discussions regarding the form and content of any such work product.

7. Airport

7.1 SP Armow will not locate any of the Project's turbines within the area outlined in Schedule "B" – Airport Vicinity Mapping.

7.2 SP Armow shall, upon the presentation of a third-party invoice, reimburse the Municipality up to Twenty-Five Thousand Dollars (\$25,000.00), excluding applicable taxes, for the purchase, installation and 1 year warranty for Distance Measuring Equipment (the "**Equipment**") to be installed at the Kincardine Airport.

- 7.3 Should the costs of the purchase, installation and warranty of the equipment exceed Twenty-Five Thousand Dollars (\$25,000.00), excluding applicable taxes, SP Armow shall reimburse the Municipality the full amount of such excess costs upon the delivery of a receipted third-party contractor's invoice, provided the costs are incurred reasonably and are necessary to ensure the safe installation and operation of the Equipment, reserving the right to resolve directly with the third-party contractor any excess costs included in the invoice.
- 7.4 SP Armow acknowledges that it is solely responsible for all costs and liability associated with the initial installation of the Equipment and any replacement Equipment (which installation shall be deemed complete upon completion of the initial NAV Canada flight test), and if necessary, decommissioning and storage of such Equipment, and that the Municipality shall bear no portion of these costs or any associated liability. Following the completion of such initial installation and, if necessary, decommissioning and storage, of the Equipment or any replacement Equipment, the costs associated with the Equipment shall be addressed pursuant to Section 7.5 of this Agreement.
- 7.5 The Municipality agrees that it will cause the Equipment to remain installed and operational at the Kincardine Airport for the life of the Wind Project or until the SP Armow authorizes the removal of the Equipment in writing. The Municipality shall be responsible for the maintenance, repair and upkeep of the Equipment during such period, as reasonably required. The Municipality acknowledges that a portion of the Airport Contribution (set forth in Section 13.1 of this Agreement) is deemed to be a full reimbursement of the costs and expenses of the Municipality associated with such maintenance, repair and upkeep of the Equipment and that SP Armow is hereby released of further costs or liability in respect of such maintenance, repair or upkeep.
- 7.6 In the event that the condition of the Equipment is at any time beyond repair at a reasonable cost, SP Armow shall either cause the refurbishment or replacement of the Equipment (the costs and expenses of which shall be borne by SP Armow pursuant to Section 7.4 hereof) or cause the decommissioning and storage or disposal of the Equipment, at the discretion and cost of SP Armow, in which event SP Armow shall be responsible for the payment of the direct costs and expenses incurred by the Municipality in connection with such decommissioning and storage or disposal.

8. Lighting Scheme

- 8.1 Subject to the terms of this paragraph, the Developer shall not erect, locate, relocate, or otherwise place any permanent sign, light or light standard on any part of the Project's infrastructure unless the sign, light or light standard has been approved by the Municipality, acting reasonably. Any site illumination in connection with the Project shall be designed to minimize the spread of light into adjacent properties, while maintaining the safety and security of the infrastructure and personnel and includes lighting for maintenance at the transformers. The terms

of this paragraph do not apply to any temporary or construction signs or lights or any navigational lighting or marking requirements that may be imposed by Transport Canada, NAV Canada, or similar federal or provincial agencies, however, such lights and their operation shall, to the extent allowed under such requirements and to the extent that relevant third parties agree to cooperate, be synchronized with each other and also with lights in adjacent wind turbine projects to minimize the light impact at ground level.

9. Project Setbacks and Siting Requirements

9.1 SP Armow covenants that the Project's wind turbines will be located at least 3,000 metres from Primary Urban and Secondary Urban Communities (Kincardine, Tiverton and the Lake Shore), as defined in the Municipality of Kincardine Official Plan. In addition to meeting these siting requirements, the Developer covenants that it will design, construct and operate the Project in compliance with any applicable regulations made under the *Environmental Protection Act* (Ontario) with respect to the REA, such compliance to be determined by the Ministry of the Environment, and subject to Section 15.1 hereof, will make commercially reasonable efforts to meet the Site Guidelines set out in Schedule "C" to this Agreement.

10. Collector Lines

10.1 Subject to Section 41 of the *Electricity Act* (Ontario), all low-voltage collector lines located on private property carrying electricity from the Project's wind turbines shall be located underground, unless the Developer can demonstrate to the reasonable satisfaction of the Municipality that it is not feasible to construct such lines underground, giving consideration to safety, space limitations, existing or anticipated rights of way or easements, streams, trees, wetland, controlled land, current infrastructure and future municipal developments, as mutually determined by the Developer and the Municipality, acting reasonably. The Developer shall work with the Municipality in considering the design and location of the Project's lines, including the burial thereof.

11. Complaint Resolution Process

SP Armow will implement the Complaint Resolution Process set out in Schedule "D" to the satisfaction of the Municipality.

12. Establishment and Governance of Community Benefits Fund

12.1 The Municipality shall establish a Community Benefits Reserve Fund into which SP Armow's Annual Payments shall be deposited and held separate from all other funds held by the Municipality.

- 12.2 The Municipality shall provide to SP Armow, within sixty (60) days following the end of each calendar year, an annual accounting report on the status of the Fund, including but not limited to a reconciliation of all Annual Payments as against all disbursements and expenditures from the Fund (the “**Fund Report**”).
- 12.3 The Municipality shall, upon the request of SP Armow acting reasonably, provide a full accounting of the Fund and the consideration of Payment Offsets, and shall permit SP Armow or its agents to review Fund records and the data used by the Municipality to prepare the Fund Report and consider Payment Offsets, including without limitation financial records, correspondence and audit reports.
- 12.4 In respect of a request made by SP Armow under Section 12.3, the Parties shall adhere to the following protocol:
- (a) SP Armow’s request shall be in writing and shall specify the nature of the request within the scope of Section 12.3;
 - (b) If a full accounting is requested, the Municipality shall provide same, certified by its Treasurer, within thirty (30) days of receipt of the request;
 - (c) The Municipality shall promptly respond to any follow up questions from SP Armow regarding the full accounting;
 - (d) If a request is made by SP Armow to review Fund records and data used to prepare the Fund Report and/or to consider and calculate Payment Offsets, the Municipality shall, within thirty (30) days of receipt of the request, make such documents available for review, during municipal business hours at the Municipality’s offices, by SP Armow and its consultants;
 - (e) None of the Fund records and data used by the Municipality shall be considered confidential or be otherwise withheld from SP Armow or the public;
 - (f) SP Armow may request that all, or some, of the documents be copied and provided to SP Armow, and SP Armow shall reimburse to the Municipality the reasonable cost of providing said copies; and
 - (g) Any disagreement under this Section 12.4 shall be considered a Dispute under Section 18 of this Agreement if it cannot be promptly resolved between the Parties.
- 12.5 The Municipality acknowledges and agrees that expenditures from the Fund by the Municipality shall be made only to support the Municipal Projects enumerated in this Agreement.
- 12.6 The Municipality shall establish and administer the Fund in accordance with and in compliance with all applicable law and any internal corporate codes of conduct applicable to the administration of the Fund and the expenditures of moneys by the Municipality.

13. Financial Contributions to the Fund

- 13.1 Within ninety (90) days of the Commercial Operation Date, SP Armow agrees to make a one-time lump sum payment of One Million Thirty Thousand Dollars (\$1,030,000.00) (the “**Airport Contribution**”) to the Fund as a contribution to the refurbishment of the main runway at the Kincardine Airport and ancillary airport improvements.
- 13.2 SP Armow agrees to make financial contributions to the Fund in annual lump-sum payments (each an “**Annual Payment**”) for each calendar year during the Term, as follows:
- (a) In accordance with Section 13.3, the Annual Payment for a particular year shall be the aggregate sum of Six Hundred and Thirty Thousand Dollars (\$630,000.00), adjusted for inflation as described in paragraph (b) below.
 - (b) Reflecting the fact that 20 percent of the power price payable to SP Armow under the PPA is subject to escalation, the Annual Payment shall be adjusted on January 1 of each year by a percentage increase which is 20% of the percentage increase between the CPI for the immediately preceding December and the CPI for January 2014.
- 13.3 SP Armow’s Annual Payment to the Fund shall be paid yearly in a lump sum in respect of each calendar year, with the first payment being made within ninety (90) days after the Commercial Operation Date, and payments in subsequent years being made on or before June 30 of each year. The Annual Payments for the first and last partial calendar years of the Term shall be prorated using the percentage that the number of days in each such partial year is to 365.
- 13.4 SP Armow’s Annual Payment to the Fund shall be reduced, or rebated by the Municipality, as the case may be, on a dollar-for-dollar basis (the “**Payment Offset**”) by the amount of:
- (a) any permitting fees, operating levies or other similar municipal fees imposed by the Municipality, or any entity within the control of the Municipality, against the Wind Project or revenues therefrom or SP Armow in respect of the Wind Project or revenues therefrom other than those amounts specified in Schedule “E” of this Agreement and the inflation-based increases after the Effective Date (“**New Municipal Fees**”).
 - (b) any tax levied by the Municipality, or any entity within the control of the Municipality, against the Wind Project or SP Armow in respect of the Wind Project other than those specified in Schedule “F” of this Agreement (“**New Municipal Taxes**”). For greater certainty, nothing in the foregoing means or shall be construed to mean that a new tax levied by the Province, even if collected by the Municipality, shall result in a Payment Offset, or that a tax increase as a result of an increase to the rates set out in Schedule “F” or an increase to property assessment value shall result in a Payment Offset.

13.5 SP Armow shall consider and calculate any Payment Offset applicable under Section 13.4 by April 30 of each year during the Term to the satisfaction of the Municipality, acting reasonably. The Municipality shall advise SP Armow as soon as practicable, prior to the introduction thereof, and in any event not less than sixty (60) days prior to the due date of any Annual Payment, of the amount of any new charges, levies, deductions or taxes within the meaning of Section 13.4. If the total amount of the Payment Offset cannot be determined for the year for which the Annual Payment is due before the Annual Payment must be paid by SP Armow, so as to permit a reduction of the Annual Payment, then the Municipality agrees to promptly rebate to SP Armow the amount of the Payment Offset under Sections 13.4 once it has been determined. SP Armow has agreed with the owners of lands on which wind turbines and other Project infrastructure will be located that it will reimburse them for the portion of their property taxes that is attributable to Project leases and infrastructure. To assist SP Armow in making such payments to landowners, the Municipality agrees, subject to receiving the written consent of the landowner in each case and the applicable fee, to send SP Armow duplicate copies of property tax bills for those parcels on which Project infrastructure is located, as identified to the Municipality by SP Armow.

14. Use of the Fund

14.1 The Municipality agrees that the Fund shall be used exclusively for Municipal Projects as herein enumerated, and for no other purpose.

14.2 The Municipality shall consult with SP Armow in advance of selecting Municipal Projects to be financed in whole or in part by monies from the Fund and the Municipality shall give due consideration to any comments or input that SP Armow may offer with respect to selection of said Municipal Projects.

14.3 Prior to any material or significant expenditure of monies from the Fund the Municipality shall:

- (a) Present such expenditure and the relevant Municipal Project as written agenda items to be considered for approval by the Municipality's Council during a scheduled public meeting, with any such written agenda item referencing the Fund and SP Armow as sponsor; or
- (b) If approval of the expenditure by the Municipality's Council is not required or is not appropriate, give SP Armow ten (10) days' notice in writing in advance of the expenditure from the Fund, specifying the intended expenditure.

14.4 The Municipality acknowledges and agrees that the Municipality must have the legal jurisdiction to undertake and finance the Municipal Projects selected for funding through the Fund. The Parties agree that the following Municipal Projects located wholly within the Municipality are generally appropriate for funding through the Fund:

- (a) Undertakings relating to energy sustainability, including but not limited to municipal renewable energy systems, vehicle fleet efficiency upgrades, building energy efficiency upgrades, and energy conservation programs;
- (b) Land stewardship initiatives including but not limited to natural habitat creation and improvement, tree planting, and shoreline rehabilitation;
- (c) Public recreational facilities, including but not limited to the construction, renovation or rehabilitation of public arenas, parks and trails;
- (d) Community and protective services, including but not limited to police, fire, emergency medical services and healthcare;
- (e) Roads, airport and municipal servicing infrastructure;
- (f) Education and job training programs;
- (g) Property tax relief for residents and businesses in the community as may be permitted under the *Municipal Act, 2001* for certain purposes; and
- (h) Other community related activities sanctioned by the community through approval by the Council of the Municipality.

14.5 The Municipality agrees to publically acknowledge the contribution made by SP Armow to any Municipal Projects, services, programs or activities funded in whole or in part by monies from the Fund. This shall be done in consultation with SP Armow through appropriate signage or other advertising, branding or promotional opportunities, provided that any costs shall be the responsibility of SP Armow.

15. Compliance with the Municipality Requirements

15.1 The Municipality acknowledges that SP Armow has consulted in good faith with the Municipality with respect to material development decisions in respect of the Project, including without limitation a review and consideration of the Policy. The Municipality acknowledges that the Project is governed by provincial requirements for the REA and other applicable provincial laws, regulations, guidelines and policies, which address and pre-empt certain requirements of the Policy, and that the Project has been designed in consideration of and substantially meets the requirements of those parts of the Policy that are not addressed or pre-empted by provincial laws, regulations, guidelines and policies, in a manner satisfactory to the Municipality. The Municipality acknowledges and agrees the only provisions of the Policy which are applicable to SP Armow or the Project are the provisions of the Policy which are expressly set forth herein. The foregoing is without prejudice to the right of the Municipality to submit specific comments to the Ministry of the Environment with respect to the Project in the municipal consultation form pursuant to the Renewable Energy Approval process.

- 15.2 If, as a result of statutory or regulatory amendments made after the Effective Date, the Project is required to comply with the Municipality's zoning by-law or other requirements in respect of land uses or site plan approval, the Municipality shall, in a timely manner, consider such approvals, variances and consents as may be required to enable the Project to proceed as currently planned.
- 15.3 The Municipality agrees to process all applications and requests made by SP Armow to the Municipality on an expeditious basis and without delay, including but not limited to applications for Project Agreements and Permits, and the Municipality shall direct such resources as are necessary to ensure expeditious review of said applications and requests.

16. Liability

- 16.1 SP Armow, its affiliates, contactors and agents shall not incur any liability in any way related to the Municipal Projects, including without limitation the selection, financing, construction, operation, maintenance, repair and replacement of the Municipal Projects. The Municipality hereby agrees to indemnify and hold harmless SP Armow, in relation to the Municipal Projects in all respects, including from and against any and all losses, claims, actions, suits, proceedings, causes of action, demands, damages, judgments, executions, liens, liabilities, costs, charges, fees and expenses in connection with loss of life, personal injury, or damage to property, economic loss, or any other loss or injury whatsoever, in any way related to a Municipal Project funded in whole or in part by monies from the Fund.
- 16.2 There is no relationship between the Parties in the nature of a joint venture, partnership, co-ownership arrangement or other similar relationship.

17. Default

- 17.1 Without prejudice to any other rights or remedies it may have, either Party shall be entitled to terminate this Agreement if the other Party (the "**Defaulting Party**") fails to perform any material covenant or obligation hereunder and such failure is not remedied within fifteen (15) days after written notice of such failure is given to the Defaulting Party, provided that such cure period shall be extended by a further thirty (30) days, or such longer period as may be reasonably required by the Defaulting Party having regard to the circumstances of the alleged default, from the expiry of the first notice if the Defaulting Party is diligently attempting to remedy such failure and such failure is capable of being cured within such extended cure period.
- 17.2 SP Armow shall be entitled to a reduction in the Annual Payment in an amount to be determined between the parties acting reasonably if the Municipality adopts any resolution or by-law, commences or threatens any legal proceeding, undertakes any commercial transaction, or undertakes any other action or event (including the provision of funds to any third party) which, whether directly or indirectly, imposes materially adverse conditions on the Project that demonstrably results in a

material reduction in the Project's planned aggregate power production. Any disagreement under this Section 17.2 shall be considered a Dispute under Section 18 of this Agreement if it cannot be promptly resolved between the Parties.

- 17.3 SP Armow shall be entitled to terminate this Agreement if the Municipality adopts any resolution or by-law, obtains a judgment, court or tribunal order, or undertakes any other action or event (including the provision of funds to any third party) which, whether directly or indirectly, prevents the Project from proceeding substantially as proposed or prevents the Project from being operated and maintained following the Commercial Operation Date. SP Armow shall provide thirty (30) days written notice of its intention to exercise its rights under this subsection, which notice shall allow the Municipality to exercise the dispute resolution process set out in Section 18 of this Agreement.
- 17.4 The foregoing provisions of this section do not apply to any resolution or by-law passed by the Municipality in furtherance of the provisions of this Agreement or the Road Use Agreement or the enforcement by the Municipality of any of the terms and conditions of this Agreement or the Road Use Agreement. The foregoing provisions of this section are also without prejudice to right of the Municipality to submit specific comments to the Ministry of the Environment with respect to the Project in the Municipal Consultation form pursuant to the Renewable Energy Approval process. For clarity, nothing in the foregoing provisions of this section shall be construed to restrict or bind the Council of the Municipality (whether present or in the future) with respect to the legal exercise of its powers.

18. Dispute Resolution

- 18.1 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. However, if the Parties do not resolve the Dispute within thirty (30) days following receipt of such 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*.
- 18.2 The arbitration tribunal shall consist of one arbitrator appointed by mutual agreement of the Parties or, if the Parties fail to agree on an arbitrator within ten (10) days after receipt of the Arbitration Notice, then either Party may apply to a judge of the Superior Court of Justice to appoint an arbitrator. The arbitrator shall be qualified by education and training to pass upon the matter to be decided.
- 18.3 The arbitration shall be conducted in English and shall take place in London, Ontario or another place mutually agreed upon by the Parties.

- 18.4 The arbitration award shall be given in writing and shall address the question of costs of the arbitration and all related matters. The arbitration award shall be final and binding on the Parties as to all questions of fact and shall be subject to appeal only with respect to matters of law or jurisdiction.
- 18.5 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.

19. Further Assurances

- 19.1 Each of the Parties covenants 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.

20. Governing Law

- 20.1 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.

21. Assignment

- 21.1 SP Armow 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 SP Armow to assign this Agreement to an affiliated or successor entity, or to a buyer of all or part of SP Armow's interest in the Project, provided that all payments due 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 an assignment given by SP Armow for purposes of securing indebtedness or other obligations respecting the 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. With respect to an assignment of the Agreement pursuant to Section 21.1(ii), the Municipality hereby agrees to execute and deliver an Acknowledgment and Consent Agreement in favour of an applicable secured party or assignee thereof, in the form of such agreement attached hereto at Schedule "H". For purposes of this section, a change in control of SP Armow shall not be considered an assignment of this Agreement by SP Armow.
- 21.2 This Agreement shall not be assignable by the Municipality, either absolutely or as security, but shall enure to the benefit of any successor to the Municipality resulting from an amalgamation or other reorganization under the *Municipal Act, 2001* or similar future legislation

22. Negotiations and Related Costs

- 22.1 Each Party shall bear its own costs and expenses in connection with the preparation, negotiation, authorization, execution and delivery of this Agreement, except that the Municipality shall be reimbursed by SP Armow for reasonable legal fees incurred in connection with the review of this Agreement up to a maximum of \$30,000.
- 22.2 SP Armow shall be solely responsible for all Municipal and legal and consultant fees actually incurred in relation to drainage crossing approvals, including such approvals required under the *Drainage Act*, up to a maximum of \$20,000 per crossing approval. In connection with Section 15.3 hereof, the Municipality agrees that it shall review and process all permit applications with respect to drainage crossings as soon as reasonably possible and in any event within thirty (30) days of the submission by SP Armow of stamped engineered drawings detailing the construction of the proposed crossing.

23. Notices

- 23.1 All notices, communications and requests for approval which may be or are required to be given by either party to the other herein shall be in writing and shall be given by delivery by courier or by facsimile addressed or sent as set out below or to such other address or facsimile number as may from time to time be the subject of a notice:

To the Municipality:

The Corporation of the Municipality of Kincardine
1475 Concession 5 Road
Kincardine, ON N2Z 2X6

Attention: Chief Administrative Officer
Facsimile: 519-396-8288

To SP Armow:

c/o Samsung Renewable Energy Inc.
55 Standish Court, 9th Floor
Mississauga, ON
L5R 4B2

Attention: General Counsel
Facsimile: 905-285-1852

With a copy to:

c/o Pattern Renewable Holdings Canada ULC
Pier 1, Bay 3

San Francisco, CA 94111

Attention: General Counsel

Facsimile: 415-362-7900

23.2 Any notice, if delivered by courier, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the day it was received, whether or not such day is a business day.

24. Miscellaneous

24.1 No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by the Parties.

24.2 Each obligation of the Parties hereto contained in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

24.3 This agreement, and the rights granted and obligations assumed hereunder, shall extend to, and benefit and bind the parties hereto, their respective successors, and permitted assigns. This Agreement (and any agreements entered into pursuant to this Agreement including the Road Use Agreement) is the entire agreement with respect to the subject matter hereof and supersedes and replaces any present or prior agreements or arrangements, either written or oral, applicable to the subject matter hereof.

24.4 The invalidity or unenforceability of any provision or 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.

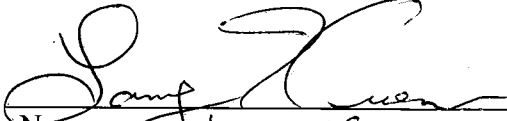
24.5 Each covenant in this Agreement is a separate and independent covenant and a breach of covenant by either Party will not relieve the other Party from its obligation to perform each of its covenants, except as otherwise provided herein.

24.6 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.

[Signature page follows]

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 stated at the top of this Agreement.

**THE CORPORATION OF THE
MUNICIPALITY OF KINCARDINE**



Name: Larry Kraemer
Title: Mayor




Name: Murray Clarke
Title: CAO.

SP ARMOW WIND ONTARIO LP by its
general partner, **SP ARMOW WIND
ONTARIO GP INC.**



Name: **COLIN EDWARDS**
Title: **DIRECTOR**



Name: **Seung-Gul Lee**
Title: **DIRECTOR**


Execution Version

SCHEDULE "A"

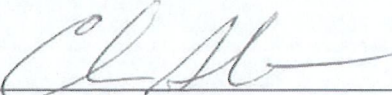
Emergency Preparedness and Response Plan

[See attached]

SCHEDULE "A"

 Pattern	SMS 504 Emergency Preparedness and Response	
Owner: EHS Coordinator	Applicability: Pattern Operations	
Revision No: REV 0	Revision Date: 8/6/2013	Page: 1 of 11

Management Approval:

By: 
Signature

Name: Chris Shugart
Printed Name

Title: Director, Asset Operations & Maintenance



SMS 504 Emergency Preparedness and Response

TABLE OF CONTENTS

1.	Purpose	4
2.	Scope	4
3.	Definitions	4
4.	Roles and Responsibilities	5
5.	Procedure	7
6.	Training	10
7.	Data Retention	10
8.	Review	11
9.	References	11



SMS 504 Emergency Preparedness and Response

1. PURPOSE

The purpose of SMS 504 Emergency Preparedness and Response is to set forth the detailed guidelines to be taken in response to emergencies that result in bodily injury or fatality, environmental damage, and/or property damage on Pattern sites. This procedure is intended to work concurrently with SMS 505 Inclement Weather.

2. SCOPE

The scope of SMS 504 Emergency Preparedness and Response sets forth the basic parameters governing Pattern's response to emergencies affecting personnel, the environment or property on Pattern sites. All Pattern personnel are expected to be familiar with this procedure and to comply with all of the provisions set forth herein.

3. DEFINITIONS

Assembly Area: A designated area where all Pattern personnel, contractors and site visitors will assemble during a Evacuation emergency.

Computerized Maintenance Management System (CMMS): A computer application to support maintenance activities such as scheduling tasks, assigning personnel, reserving materials, tracking costs, etc.

Emergency: An event or situation that results in an immediate threat to the health and safety of Pattern personnel, contractors or the public, the environment and/or property on Pattern sites.

Emergency Action Plan (EAP): Plan containing site specific required actions, detailed contact information and response guidelines for all likely emergency scenarios. Each site shall have its own specific EAP.

Emergency Coordinator: The person designated to be in charge during any emergency at the site. This person may be the Facility Manager, Assistant Facility Manager or other designated person with knowledge of the site to manage the event.

Emergency Medical Services (EMS): Emergency service dedicated to providing out-of-hospital medical care, transport to definitive care, and other medical transport to patients with illnesses and injuries.

Emergency Operations Plan (EOP): Plan that provides guidance for operations of a site during an emergency.

Emergency Responders: Professional responders to emergencies such as fire department personnel, police, and emergency medical service personnel.



SMS 504 Emergency Preparedness and Response

Emergency Response Review Team: Pattern personnel consisting of the Regulatory Specialist, EHS Coordinator, and a certain Facility Manager who reviews and approves the site's emergency procedures.

Evacuation: The means of leaving an emergency in a systematic manner and arriving at a designated safe zone (e.g. Assembly Area).

Operations Control Center (OCC): Pattern's 24/7 control center which monitors and remotely operates all generating facilities including individual generating units and substations in the Pattern fleet.

Pandemic: Any outbreak of a disease that affects 50% or greater personnel at a site.

Pandemic Declaration: Declaration by the Director, Asset Operations & Maintenance that a site is in a Pandemic situation.

Rescue: The process of recovery and removal of a person or persons from immediate danger to a designated safe zone (e.g. Assembly Area).

Sabotage: A threat, attempt, or deliberate action aimed at weakening a site/facility, operations, personnel or employer through subversion, obstruction, disruption and/or destruction that would impact the site/facility's ability to securely operate and generate and/or provide power to the grid or the Bulk Electric System (BES).

Site Management: The Facility Manager and the Assistant Facility Manager (and/or designee made by the Facility Manager).

4. ROLES AND RESPONSIBILITIES

4.1 Director, Asset Operations & Maintenance

- 4.1.1 Implement and comply with this procedure and hold both direct reports and others accountable for actions that violate any aspect of the procedure.
- 4.1.2 Provide personnel with resources to comply with this procedure.
- 4.1.3 Ensure that all Pattern personnel, contractors and visitors are trained and comply with this procedure.
- 4.1.4 Provide Pandemic Declarations when required for sites.

4.2 EHS Coordinator

- 4.2.1 Assist and provide technical expertise and assistance on all aspects of the procedure as requested.



SMS 504 Emergency Preparedness and Response

- 4.2.2 Provide and/or coordinate training for this procedure.
- 4.2.3 Organize and implement emergency drills as required by this procedure.
- 4.2.4 Ensure regular drills and exercises as required by this procedure are completed.
- 4.2.5 Document drills and exercises and communicate lessons learned.
- 4.2.6 Assist in the review, update and continual improvement of this procedure.
- 4.2.7 Ensure the technical content of this procedure is compliant with all federal, state and international regulations and requirements.
- 4.2.8 Responsible for contacting appropriate federal, state or international regulatory agencies with approval from Director, Asset Operations & Maintenance.
- 4.2.9 Approve all site specific EAPs.

4.3 Site Management

- 4.3.1 Develop and maintain the Emergency Action Plan (EAP) for each site utilizing Appendix A EAP Template.
- 4.3.2 Implement the site's EAP.
- 4.3.3 Take on or designate the role of Emergency Coordinator when an emergency situation arises.
- 4.3.4 Maintain a copy of this procedure on site at all times.
- 4.3.5 Communicate requirements of this procedure to all personnel, contractors and visitors.
- 4.3.6 Coordinate emergency response training and drills with local responders (fire department, emergency response personnel).
- 4.3.7 Communicate the circumstances of the Emergency to the Emergency Coordinator.
- 4.3.8 Ensure a hard copy of this procedure and local site instructions are maintained on site.
- 4.3.9 Develop and annually review the site specific hurricane response and recovery plan (if located in an area with potential for hurricanes) based on



SMS 504 Emergency Preparedness and Response

the template provided in Appendix D Hurricane and Response Recovery.

4.3.10 Develop and review annually the site specific weatherization plan based on the template provided in Appendix E Weatherization Plan.

4.4 Operations Control Center (OCC)

4.4.1 Make internal notifications of an Emergency once notified by the site.

4.5 All Personnel and Contractors

4.5.1 Notify Site Management of an Emergency.

4.5.2 Comply with all requirements of this procedure.

4.5.3 Participate in site emergency drills.

4.5.4 Follow instructions of Site Management at the site in a declared Emergency.

5. PROCEDURE

5.1 Site Emergency Procedures Development and Review

5.1.1 Site Management shall use the EAP, Hurricane Response and Recovery (when applicable), and Weatherization templates (Appendices A, D, & E).

5.1.2 Upon completion of the development of each site specific emergency procedure, Site Management shall submit these procedures for review to the Emergency Response Review Team.

5.1.3 Once site emergency procedures are approved by the Emergency Response Review Team, these procedures shall be uploaded onto SharePoint and stored in each site's respective project folder.

5.1.4 Site Management shall review their site emergency procedures annually. Any updates shall be provided to the Emergency Response Review Team for review.

5.2 General Emergency Response

5.2.1 Any event requiring emergency response shall be recorded and investigated as required by SMS 503 Incident Notification, Reporting and Investigation Program. In the event of an Emergency that requires assistance, all Pattern personnel and contractors on site shall follow this procedure. Visitors to the site shall follow instructions provided by their



SMS 504 Emergency Preparedness and Response

- site contact or other site personnel as appropriate.
- 5.2.2 Anyone observing an Emergency condition should immediately contact Site Management by cell phone or radio.
 - 5.2.3 Site Management will initiate this procedure and take on or designate the role of Emergency Coordinator.
 - 5.2.4 Once notified of the Emergency condition, the Emergency Coordinator shall determine whether outside resources are needed.
 - 5.2.5 If outside resources are required, the Emergency Coordinator will phone 911, request appropriate emergency services, and provide all pertinent information concerning the Emergency per the site's EAP.
 - 5.2.6 The Emergency Coordinator will notify all personnel and contractors via phone, radio or other means of the Emergency by announcing the following statement: **INITIATE EMERGENCY RESPONSE PROCEDURE**, along with any applicable instructions as well as the Assembly Area, if appropriate.
 - 5.2.7 Upon initiating the emergency response procedure statement above, all affected personnel, contractors and visitors will immediately stand down and assemble at the Assembly Area if instructed by the Emergency Coordinator, or respond to other instructions from the Emergency Coordinator. Examples of Assembly Areas that can be used in an emergency response are the O&M building, parking lot, base of a turbine tower and a company vehicle/truck.
 - 5.2.8 The Emergency Coordinator will assign the following duties:
 - 5.2.8.1 Obtain the Pattern sign-in book.
 - 5.2.8.2 Request a list of all contractor personnel onsite from their respective management personnel.
 - 5.2.8.3 Meet Emergency Responders at designated location, if appropriate.
 - 5.2.8.4 Locate missing persons (preferably two person teams) if necessary.
 - 5.2.8.5 Contact the OCC to inform them of the situation. The OCC will make other internal notifications including to the EHS Coordinator and others as required.



SMS 504 Emergency Preparedness and Response

- 5.2.9 The Emergency Coordinator will coordinate communications between the above personnel.
- 5.2.10 The Emergency Coordinator will assess the Emergency, and if an Evacuation is necessary, initiate the General Evacuation Procedure described in Section 5.3 below.

5.3 General Evacuation Procedure

- 5.3.1 If needed, perform the applicable steps of the General Emergency Response procedure in Section 5.2 above.
- 5.3.2 In case of an Emergency requiring Evacuation, the Emergency Coordinator will use radios, cell phones or other means to contact and inform all personnel, contractors and visitors to evacuate.
- 5.3.3 Upon notification, all personnel, contractors, and visitors will immediately:
 - 5.3.3.1 Stop work.
 - 5.3.3.2 If time permits, place equipment in a safe condition.
 - 5.3.3.3 Evacuate from the nearest, safest exit point and report to the designated Evacuation area.
 - 5.3.3.4 Personnel will report to the Emergency Coordinator, or designee, when they have safely reached the Evacuation area.

5.4 Development of Emergency Action Plan

- 5.4.1 It is the responsibility of Site Management to develop a site specific EAP using the template in Appendix A Emergency Action Plan Template.
- 5.4.2 The intent of the EAP is to set forth guidelines for emergencies which may occur on site. The EAP template provided covers generic emergency actions for wind farms. Site Management is encouraged to modify the template specifically for their facility's needs including adding and editing scenarios as required.
- 5.4.3 The EAP shall:
 - 5.4.3.1 Identify all site specific information and contact details for local emergency services.
 - 5.4.3.2 Contain a site map that identifies the locations of all inside and outside Assembly Areas, the O&M building, access roads,



SMS 504 Emergency Preparedness and Response

turbines, substation, all buildings (including any dwellings on site) and Emergency Responder meeting points.

5.4.3.3 Detailed emergency response procedures for all potential scenarios that may occur at the site.

5.4.4 Meeting points shall generally be the highway or county road closest to the incident. Note: multiple site personnel may be required to lead both EMT first responders and then follow-on emergency vehicles to the location where injured person(s) are located.

5.4.5 The EAP shall be reviewed and verified annually by Site Management and approved by the EHS Coordinator.

5.5 Drills

5.5.1 The following drills shall be performed at least once per year:

5.5.1.1 At least one drill should be conducted utilizing a rescue scenario from a turbine.

5.5.1.2 At least one drill should be conducted utilizing a rescue scenario from a fire in the O&M building.

5.5.2 When available, Emergency Responders should be included in the drills.

5.6 Responders

5.6.1 Emergency Responders should be contacted at least once a year to provide updated information on emergency meeting locations and emergency response practices.

6. TRAINING

6.1 All Pattern personnel at each site shall receive initial training on this procedure when implemented (including all appendices). Any modifications to the procedure or any of the appendices also require re-training. Thereafter, annual training is required.

6.2 Contractors and visitors who will enter operating areas of the site will be trained on Assembly Areas and Evacuation procedures before they enter the site for the first time. Thereafter, annual training is required.

7. DATA RETENTION

7.1 Hard copies of the each site's respective EAP shall be maintained at the



SMS 504 Emergency Preparedness and Response

following site locations at all times:

7.1.1 O & M building.

7.1.2 Substation(s).

7.2 This procedure and the appendices are maintained on the corporate SharePoint site in accordance with OMS 315 Record Retention. Training documents are also maintained on the corporate SharePoint site.

8. REVIEW

8.1 This procedure and all appendices shall be reviewed at least annually.

9. REFERENCES

- SMS 504 Emergency Preparedness and Response Appendix A Emergency Action Plan Template
- SMS 504 Emergency Preparedness and Response Appendix B Emergency Operations Plan
- SMS 504 Emergency Response Preparedness and Response Appendix C Pandemic Plan
- SMS 504 Emergency Preparedness and Response Appendix D Hurricane Response and Recovery Plan
- SMS 504 Emergency Preparedness and Response Appendix E Weatherization Plan
- OMS 315 Record Retention
- RMS 403 Sabotage Recognition and Reporting
- RMS 407 Communication and Reporting Contacts (all sites)
- SMS 503 Incident Notification, Reporting and Investigation
- SMS 523 Inclement Weather

SCHEDULE "A"



EMERGENCY ACTION PLAN (EAP) - [FACILITY NAME]

1. EMERGENCY CONTACTS

Site Name:	Site Address:	Site Phone Number:
Inside Assembly Area: Name:		Location:
Outside Assembly Area: Name:		Location:
Evacuation Area: Name:	Phone Number:	Address:
Facility Manager Name:	Office: Cell:	Email:
Assistant Facility Manager Name:	Office: Cell:	Email:
Contractor Lead Name:	Office: Cell:	Email:
Fire Department: Name:	Phone Number	Address:
Hospital (first aid): Name:	Phone Number	Address:
Hospital (burn unit): Name:	Phone Number	Address:
Hospital (trauma center): Name:	Phone Number	Address:
Police: Name:	Phone Number	Address:
Pattern OCC	Main: 713-308-4242 Secondary: 713-308-4243/4244	Patternocc@patternenergy.com
Pattern EHS Coordinator Name:	Office: Cell:	Email:
Director, Asset Operations & Maintenance Name:	Office: Cell:	Email:
Contractor EHS Specialist Name	Office: Cell:	E-mail
Contractor Manager Name	Office: Cell:	E-mail

2. BASIC EMERGENCY INSTRUCTIONS

- 2.1 Anyone observing an emergency condition should immediately contact Site Management, by cell phone or radio.
- 2.2 Site Management will issue a site-wide stop work announcement, initiate the general emergency procedure and take on or designate the role of Emergency Coordinator.
- 2.3 In the case of fire or injury/illness, the scenario-specific emergency response actions shall be initiated as well (as described in this document).
- 2.4 Once notified of the emergency condition, the Emergency Coordinator shall determine whether outside resources are needed and manage the support and interaction with those outside resources.

3. DIRECTIONS TO NEAREST HOSPITAL/CLINIC

4. SITE MAP:

[Insert Site Map]

(Must include locations of all inside and outside Assembly Areas, the O&M building, access roads, turbines, substation(s), all buildings (including any dwellings on site) and emergency responder meeting points.)

5. FIRE

Personnel and contractors shall notify Site Management immediately upon discovery of a fire. Site Management will designate an Emergency Coordinator to manage the incident. Different types of fire will require different types of responses.

5.1 Grass, Brush and Forest Fires

- 5.1.1 In the event of grass and brush fires, personnel and contractors shall notify Site Management.
- 5.1.2 Site Management will designate an Emergency Coordinator to manage the incident.
- 5.1.3 The Emergency Coordinator will obtain details of the exact location and size of the fire from the notifier.
- 5.1.4 The Emergency Coordinator will contact 911 and coordinate with the notifier to lead fire-fighting equipment to the scene. The designated responder will be notified by the Emergency Coordinator by radio of the location at which to meet with the fire department.
- 5.1.5 The Emergency Coordinator will contact any land owners in the area with the location and size of the fire. Personnel may be directed by the Emergency Coordinator to visit any buildings/dwellings that may be in the anticipated path of a fire.
- 5.1.6 Only personnel trained to fight fires may do so and only under instruction from the civil authorities. In all other events, personnel shall at no time attempt to extinguish or "fight" a large brush or grass fire.

5.2 Turbine Fire – No Personnel Present

- 5.2.1 In the event of a turbine fire, personnel discovering the fire shall contact Site Management.
- 5.2.2 Site Management will designate an Emergency Coordinator to manage the incident.
- 5.2.3 The Emergency Coordinator will obtain details of the exact location and size of the fire from the notifier.
- 5.2.4 The Emergency Coordinator will contact 911 and coordinate with the notifier to lead fire-fighting equipment to the scene. The designated responder will be notified by the Emergency Coordinator by radio of the location at which to meet with the fire department.
- 5.2.5 The responder will then proceed to the designated meeting point and be available to direct fire-fighting equipment to the scene.
- 5.2.6 Personnel or contractors shall at no time attempt to go up tower to extinguish or "fight" a turbine fire. The role of personnel/contractor is to notify Site Management, liaise with the Emergency Coordinator, and lead fire-fighting equipment to the scene.

5.3 Turbine Fire – People in Nacelle, Fire in Down Tower Control Cabinet

- 5.3.1 If a fire occurs in the down tower control cabinet while personnel or contractors are working in the nacelle, all nacelle hatches shall be opened immediately.
- 5.3.2 Personnel discovering the fire will contact Site Management.
- 5.3.3 The Site Management will designate an Emergency Coordinator to manage the incident.
- 5.3.4 The Emergency Coordinator shall obtain details of the exact location and size of the fire from the notifier.
- 5.3.5 The Emergency Coordinator will contact 911 and request fire and medical assistance.
- 5.3.6 The Emergency Coordinator will nominate a designated responder to meet at the Emergency Responder Meeting Point and lead fire-fighting equipment and medical resources to the scene. The designated responder will be notified by the Emergency Coordinator by radio of the location at which to meet with the fire department and

medical resources.

- 5.3.7 The designated responder will then proceed to a designated meeting point and be available to direct fire-fighting equipment and medical resources to the scene.
- 5.3.8 Personnel and contractors in the nacelle will follow all normal fall protection procedures and attempt to remain in smoke free air until directed by fire-fighting personnel to climb down.
- 5.3.9 If a smoke free environment cannot be maintained or the fire is not extinguished within 30 minutes, personnel will communicate with the designated responder to determine if emergency descent on the outside of the tower is feasible and appropriate.
- 5.3.10 At no time shall personnel attempt to climb down until directed.

5.4 Turbine Fire – People in Nacelle, Fire in Nacelle

- 5.4.1 If a fire occurs in the nacelle while personnel are present, personnel shall abandon all tools and equipment and immediately descend the tower ladder and exit the turbine.
- 5.4.2 If the fire blocks access to the exit, personnel shall use the emergency descent system to reach ground level.
- 5.4.3 Personnel nor contractors shall not attempt to extinguish or “fight” a nacelle fire, unless required to maintain access to an exit.
- 5.4.4 Once away from the fire, personnel discovering the fire shall contact Site Management.
- 5.4.5 Site Management will designate an Emergency Coordinator to manage the incident.
- 5.4.6 The Emergency Coordinator will obtain details of the exact location and size of the fire from Site Management.
- 5.4.7 The Emergency Coordinator will contact 911 and request fire and medical assistance.
- 5.4.8 The Emergency Coordinator will nominate a designated responder to lead fire-fighting equipment and medical resources to the scene. The designated responder will be notified by the Emergency Coordinator by radio of the location at which to meet with the fire department and medical resources.
- 5.4.9 The designated responder will then proceed to the designated meeting point and be available to direct fire-fighting equipment and medical resources to the scene.

5.5 Fire - O&M Building

- 5.5.1 In the event of a fire in the O&M building, personnel discovering the fire will activate the building fire alarm.
- 5.5.2 At the alarm sound, Site Management will designate an Emergency Coordinator who will immediately notify 911 and request fire and medical assistance.
- 5.5.3 The General Emergency Response and Evacuation Procedures will then be followed.
- 5.5.4 All employees, contractors and visitors will remain clear of buildings and structures until an all clear notice is received from fire-fighting personnel.

5.5.5 Personnel and contractors shall at no time attempt to extinguish or "fight" a fire.

5.6 Fire - Electrical Facilities

5.6.1 In the event of a fire inside a substation, personnel discovering the fire will contact Site Management.

5.6.2 Site Management will designate an Emergency Coordinator to manage the incident.

5.6.3 The Emergency Coordinator will obtain details of the exact location and size of the fire from the notifier.

5.6.4 The Emergency Coordinator will contact 911 and coordinate with the notifier to lead fire-fighting equipment to the scene. The designated responder will be notified by the Emergency Coordinator by radio of the location at which to meet with the fire department

5.6.5 Personnel that discovered the fire will then proceed to the designated meeting point and be available to direct fire-fighting equipment to the substation.

5.6.6 Transformers and capacitors contain flammable, combustible material and all personnel must remain in safe areas away from these potentially explosive sources.

5.6.7 Personnel and contractors shall at no time attempt to extinguish or "fight" a fire.

6. INJURY/ILLNESS

6.1 Injury/Illness – Ground

6.1.1 In the event of an injury/illness requiring medical treatment, personnel will contact Site Management immediately.

6.1.2 Site Management will designate an Emergency Coordinator who will obtain details of the exact location and severity of the injury.

6.1.3 The Emergency Coordinator will contact 911 and coordinate meeting points with medical assistance and site personnel.

6.2 Injury/Illness – At Heights

6.2.1 In the event of an injury/illness requiring medical treatment to personnel working in a nacelle or tower, personnel will contact Site Management immediately.

6.2.2 Site Management will designate an Emergency Coordinator who shall obtain details of the exact location and severity of the injury.

6.2.3 The Emergency Coordinator will contact 911 and coordinate meeting points with medical assistance and site personnel.

6.2.4 In the event personnel injured or ill is suspended in their harness, attending personnel will lower injured person using approved rescue devices.

6.2.5 If the injured person is not suspended in their harness, the attending personnel will wait for EMT assistance and instruction before lowering injured person using approved rescue devices.

6.3 Injury/Illness – Pesticide/Herbicide Treated Fields

- 6.3.1 In the event of an injury/illness due to pesticide or herbicide exposure, contact Site Management immediately.
- 6.3.2 Site Management will designate an Emergency Coordinator who will look at the pesticide labeling or Right to Know Bulletin Board and MSDS, if available. If it gives specific first aid instructions, the Emergency Coordinator will disseminate the instructions.
- 6.3.3 The Emergency Coordinator will contact 911 if determined necessary by the extent of the injuries and/or the MSDS and coordinate meeting points with medical assistance and site personnel.

7. CRIMINAL BEHAVIOR

7.1 Suspicious People

- 7.1.1 In case of suspicious people, it is the responsibility of all personnel, contractors and visitors to notify Site Management and report the location and nature of the suspicious activity. Personnel, contractors and visitors should not confront or attempt to detain trespassers or suspicious people. If sabotage is suspected, Site Management shall refer to RMS 403 Sabotage Recognition and Reporting.
- 7.1.2 Site Management will determine the scope of the emergency response. For reports of criminal behavior such as vandalism, shooting, or illegal vehicles, Site Management or the Emergency Coordinator will contact local law enforcement.
- 7.1.3 Investigations into suspicious individual(s) may require conversation with the individual to ascertain that person's connection with the site. At no time should any confrontation be allowed. If suspicious individuals seem hostile or violent, personnel should leave the area and inform Site Management to contact local law enforcement.

7.2 Personnel, Contractor or Visitor

- 7.2.1 Confrontational situations between personnel, contractors or visitors involving threats, harassment, confrontations or obscene acts or language should be reported immediately to Site Management.
- 7.2.2 If at any time personnel, contractors or visitors working at a site are concerned about their safety, it is their responsibility to report the situation to Site Management.

7.3 Third Party Threats to Facilities

- 7.3.1 In the event there is a threat to personnel or the site, Site Management will designate an Emergency Coordinator, initiate the Evacuation Procedure, and contact law enforcement. If sabotage is suspected, Site Management shall refer to RMS 403 Sabotage Recognition and Reporting.
- 7.3.2 Once all personnel have been accounted for, the Emergency Coordinator will order the site evacuated.
- 7.3.3 Upon "all clear" notification from law enforcement, personnel may return to the building.

EMERGENCY OPERATIONS PLAN (EOP)**1. OBJECTIVE**

The intent of the Emergency Operations Plan (EOP) is to provide a guide for operations during the event of an emergency. The EOP addresses the requirements for systematic restoration of electrical service and return to normal working conditions from emergency conditions.

1.1 Operations Control Center and Emergency Communication Set-Up

- 1.1.1 During all emergency situations at a site, the Operations Control Center (OCC) provides the coordination and control. The OCC will coordinate with the onsite Emergency Coordinator as designated by SMS 504 Emergency Preparedness and Response.
- 1.1.2 All sites are equipped with redundant data links, local telephone service and mobile devices. In addition, connectivity onsite is ensured by the use of hand-held radios. All site personnel are equipped with laptops and mobile phones that can be taken to an offsite location as needed. These devices are all set up to allow for continuous monitoring and operation from a remote location.
- 1.1.3 The OCC is headquartered in the Houston office. This office is equipped with redundant data links, local telephone service and mobile devices. If the Houston office is destroyed or unusable, the OCC will be established at an offsite location. The OCC is equipped with laptops and mobile phones that will be taken to this offsite location as needed. These devices are set up to allow for continuous monitoring and operation from a remote location.

1.2 Internal Communications

- 1.2.1 In an emergency, it is expected of all personnel and contractors to follow the directions of the Emergency Coordinator and designee(s). No individuals are to take it upon themselves to notify other personnel or contractors to come to an emergency area. The Emergency Coordinator and designee(s) will notify personnel and/or contractors required to handle a specific emergency.
- 1.2.2 The Emergency Coordinator shall ensure the OCC is informed of any suspected and/or actual emergency as soon as practical.
- 1.2.3 The OCC shall disseminate any emergency notification to appropriate personnel. The Director, Asset Operations & Maintenance will determine the need to inform other business units within Pattern including members of executive management.
- 1.2.4 In the event the OCC suspects an emergency at a Pattern site without having received prior notification from the Emergency Coordinator, the OCC shall attempt to establish contact with Site Management. If Site Management cannot be reached, the OCC shall attempt to contact the service provider on site. If this contact cannot be established, the OCC shall contact appropriate Pattern personnel to determine an appropriate plan of action based on the suspected emergency.

1.3 External Communications

- 1.3.1 In an emergency situation, the OCC shall ensure all applicable parties of the interconnect, scheduling agents and neighboring utilities are contacted and informed of the emergency.

- 1.3.2 Communciation with emergency response teams such as the local fire department, local law enforcement and others is executed in accordance with SMS 504 Emergency Preparedness and Response Appendix A Emergency Action Plan.
- 1.3.3 Inquiries from non-Pattern personnel or external contacts that are not part of emergency response and restoration efforts should immediately be referred to the Director, Asset Operations & Maintenance.
- 1.3.4 Direct responsibility for external media interface will be delegated to Pattern's media relations personnel. No other personnel should talk to the media.
- 1.3.5 Primary Emergency and other reporting contacts can be found in SMS 504 Emergency Preparedness and Response Appendix A Emergency Action Plan and RMS 407 Communication and Reporting Contacts (all sites).

1.4 Emergency Response and Restoration Efforts

- 1.4.1 There are many types of emergency conditions that can interrupt service and affect operations in a variety of ways. Included below are several classifications of major emergencies and a general description of the response(s) to the particular emergency condition.

1.5 Actual or Suspected Sabotage

- 1.5.1 All threats must be treated seriously by Pattern personnel and contractors. RMS 403 Sabotage Recognition and Reporting shall be considered and implemented as appropriate.
- 1.5.2 Personnel and contractors shall adhere to the direction of local law enforcement. Should evacuation of the affected facility be necessary, all involved personnel should contact their immediate supervisor for details regarding a return to work.
- 1.5.3 If a disaster is caused by suspected sabotage, the Emergency Coordinator at site will be the principal contact for the first responder, local law enforcement and OCC.

1.6 Natural Disasters Including Hurricanes, Tornadoes, Flooding and Other

- 1.6.1 In the event of a disaster, the onsite Emergency Coordinator shall notify Pattern personnel by contacting the OCC and inform the OCC of the status on an ongoing basis as practical.
- 1.6.2 Damage assessment should begin as soon as it is safe to do so. All damaged sites must be secured including, if necessary, the disconnection of power and gas utilities by qualified technicians. Back-up power sources should also be activated if necessary. In addition, necessary safety zones must be established and caution signs posted as a safety precaution for personnel and emergency personnel. **Employees and first responders need to be aware if there is a potential for toxic fumes.**

1.7 Fire

- 1.7.1 In the event of a fire at a site including transformers, substations, or Wind Tower Generators (WTGs), local fire officials shall be notified immediately. The onsite Emergency Coordinator shall notify Pattern personnel by contacting the OCC and inform the OCC of the status on an ongoing basis as practical. **Personnel, contractors and first responders need to be aware if there is a potential for toxic fumes.**

1.7.2 All damaged sites must be secured including, if necessary, the disconnection of power and gas utilities by qualified technicians. Back-up power sources should also be activated, if necessary. In addition, necessary safety zones must be established and caution signs posted as a safety precaution for personnel and emergency personnel.

1.7.3 A site experiencing an emergency will coordinate restoration efforts with the applicable parties of the interconnect (transmission operator, balancing authority and/or reliability coordinator) and will make all reasonable efforts to restore operations as soon as practical. Operators shall follow all directives issued by the applicable parties of the interconnect. The site will be brought back online only after approval has been obtained from the applicable transmission operator.

1.8 Training

1.8.1 The EOP shall be trained on in connection with training on SMS 504 Emergency Preparedness and Response.

PANDEMIC PLAN

1. OBJECTIVE

The intent of the Pandemic Plan is to provide comprehensive guidelines for responding to a Pandemic Declaration by Pattern, local health services, local emergency management, the Federal Emergency Management Agency (FEMA), the World Health Organization (WHO) and/or the Centers for Disease Control and Prevention (CDCC). All sites shall monitor their respective state or provinces' health department advisories.

2. COMMUNICATION

2.1 The Director, Asset Operations & Maintenance, will be responsible for a Pandemic Declaration at a site with the guidance from Site Management. Upon reviewing and verifying notifications from local health services, local emergency management, FEMA, WHO and/or the CDCC, Site Management will notify personnel, their families, local emergency management agencies, the media (through Pattern's media relations personnel), and suppliers and vendors as necessary.

3. HYGIENE

3.1 In response to a Pandemic Declaration, Site Management may impose hygiene controls on all areas of the site occupied or used by personnel. Additional attention will be given to equipment, door handles, restrooms, telephones, keyboards, keypads, file drawer handles and test equipment that see used by multiple people. Particular attention will be made to all new deliveries that arrive at the site immediately after the Pandemic Declaration.

3.2 Site Management will maintain hygiene supplies in suitable quantities to maintain an enhanced hygiene program. Supplies will be routinely rotated for general use and for exercises/drills to ensure a working shelf life. The following list may be required, but is not limited to:

- 3.2.1 Hygienic solutions including medical grade alcohol, household bleach, anti-germ cleaners and air sprays
- 3.2.2 Cloth and paper cleaning towels
- 3.2.3 Disposable paper uniforms and slippers
- 3.2.4 Latex gloves
- 3.2.5 Drawstring trash bags
- 3.2.6 Bottled water
- 3.2.7 Air/microbial masks
- 3.2.8 Over-the-counter drugs to reduce symptoms and promote recovery

3.3 Site Management may impose stringent hygiene rules that all personnel at the site must follow, such as:

- 3.3.1 All common areas will be cleaned on a regular basis with anti-germ cleaners and treated with anti-germ air sprays.
- 3.3.2 All used cleaning supplies will be stored away from secured facilities and personnel. Used cleaning supplies will be removed to a qualified health handling service and safely disposed.

4. INCOMING SUPPLIES AND EQUIPMENT

- 4.1 Incoming supplies and equipment or any other type of deliverable(s) that arrive at the site immediately after the Pandemic Declaration may be required to be cleaned with anti-germ cleaners before being distributed.
- 4.2 All suppliers and vendors including transportation/delivery services must provide a statement of compliance and their pandemic procedures to Pattern personnel before their goods and services will be received.

5. TRAINING

- 5.1 The Pandemic Plan shall be trained on in connection with training on SMS 504 Emergency Preparedness and Response.

HURRICANE RESPONSE AND RECOVERY PLAN**1. OBJECTIVE**

The intent of the Hurricane Response and Recovery Plan is to provide a guide for precautions and actions required if a site is the target of a severe storm/hurricane. The focus is on safe-site restoration and limited effects on environment contamination. The guidelines effectively address how to return offsite personnel, availability of supplies, and mobilization of resources needed for restoration.

2. PREPARATION

2.1 Prior to each hurricane season (June 1) all sites in areas affected by hurricanes shall ensure that in the event re-entry authorizations are required to enter after a hurricane, Site Management is cleared.

3. RECOVERY: PHASE 1

- 3.1 Conduct initial site assessment (e.g. via aerial survey to view and assess the entire site using site map and aerial photos as they materialize) to inventory and document damage sustained to determine actions required for a safe return of all necessary personnel.
- 3.2 As soon as possible and practical, contract an environmental cleanup service vendor to coordinate the removal and proper disposal of debris and contaminated materials.
- 3.3 The environmental cleanup services vendor will also coordinate with the staging and storage of cleanup material that will be maintained for emergency response activities.

4. RECOVERY: PHASE 2

- 4.1 Site Management shall conduct an initial land-based site assessment to determine the level of site remediation.
- 4.2 The following areas shall be considered:
 - 4.2.1 Debris (non-hazardous materials)
 - 4.2.2 Blades
 - 4.2.3 Tower parts
 - 4.2.4 Nacelle parts
 - 4.2.5 Petroleum contamination (non-hazardous material with soil remediation)
 - 4.2.6 Turbine oil
 - 4.2.7 Pad-mount transformer oil
 - 4.2.8 Main power transformer oil
 - 4.2.9 Blade pitch hydraulic oil
 - 4.2.10 Turbine radiators (hazardous material clean up)
 - 4.2.11 Radiator has been ejected from top of nacelle
 - 4.2.12 Check if ejected radiator is leaking ethylene glycol
 - 4.2.13 Power lines (treat as energized state)
 - 4.2.14 Conductors
 - 4.2.15 Fixtures
 - 4.2.16 Poles
 - 4.2.17 Facilities
 - 4.2.18 O&M building
 - 4.2.19 Warehouse
 - 4.2.20 Oil storage pad

4.2.21 Substation

5. RECOVERY: PHASE 3

- 5.1 A two-person team will evaluate the O&M building and warehouses, substations and oil shed, and establish a command post.
- 5.2 A two-person (minimum) team will begin field assessment using site map, area assessment forms, camera and GPS for recording damages.
- 5.3 One person shall act as safety observer for those performing fieldwork activities.
- 5.4 Site assessments will only be conducted during daylight hours. The teams must leave the area at least one hour before nightfall.
- 5.5 The following materials are recommended to be obtained prior to conducting a land-based survey:
 - 5.5.1 First aid kit
 - 5.5.2 Snake bite kit
 - 5.5.3 AED
 - 5.5.4 Mosquito spray
 - 5.5.5 Cell phone and charger/spare battery
 - 5.5.6 Cameras with extra storage media
 - 5.5.7 Sun block
 - 5.5.8 Reinforced rubber boots
 - 5.5.9 Gloves
 - 5.5.10 Site map and GPS
 - 5.5.11 Access credentials
 - 5.5.12 One day supply of water, food, toiletries
 - 5.5.13 Four wheel drive vehicle, with full size spare tire
 - 5.5.14 Two 5-gallon metal gas cans and funnel
 - 5.5.15 Flashlights
 - 5.5.16 Two pairs of binoculars
 - 5.5.17 PPE: hard hat, safety glasses, visibility vest
 - 5.5.18 Change of clothes for extra day assessment
- 5.6 The team shall perform the following actions:
 - 5.6.1 Evaluate damage and environmental impacts
 - 5.6.2 Communicate damage to OCC who shall notify other personnel within Pattern
 - 5.6.3 Coordinate recovery with Site Management
 - 5.6.4 Engineering inspections of turbine foundations and BOP equipment
 - 5.6.5 Contract environmental response vendor if needed
 - 5.6.6 Inform relevant contract counterparties, regulators, utilities and/or transmission owner/operators of recovery schedule as required.
 - 5.6.7 Initiate insurance recovery process through Pattern's insurance department.
 - 5.6.8 Communicate recovery plan with land owners
 - 5.6.9 Notify reportable spill qualities to the applicable environmental agencies

6. TRAINING

- 6.1 The Hurricane Response and Recovery Plan shall be trained on in connection with training on SMS 504 Emergency Preparedness and Response.

WEATHERIZATION PLAN

1. OBJECTIVE

The intent of the Weatherization Plan is to provide guidance and checklists regarding appropriate seasonal preparation at a site to ensure operation within system limitations during extreme weather conditions.

2. TIMING

2.1 Summer preparations should be performed each year by May 15.

2.2 Winter preparation shall be performed as appropriate depending on the location of the site. Northern sites may need to perform winter preparation during September while tropical sites may not need to perform these preparations until November.

3. SEASONAL GENERATOR RESOURCE PREPARATION CHECKLIST

3.1 The seasonal generator resource preparation checklists (Attachments A and B) note applicable action items in preparation of the upcoming season.

3.2 Any action items noted on either checklists should either completed before each respective season or, if not practical, as soon as possible thereafter. If a checklist cannot be completed on time due to open action items, the open items will need to be listed in the comments section of the checklist and then the actual date of completion once that occurs. These should also be added to the site's CMMS.

3.3 If any discrepancies are noted on either checklist, the Facility Manager shall issue a "Lessons Learned" to all operations personnel after the discrepancy is corrected.

4. DRILLS

4.1 Depending on a site's location, there may be other plans or drills that are required to be conducted. If these are performed on defined intervals, they will need to be added to the site's CMMS. In CMMS, a note will need to be added that contains what the plan or drill encompasses as well as all parties that need to be informed of the plan or drill.

4.2 Should any third parties offer participation in seasonal drills, it is recommended all site personnel participate.

5. TRAINING

5.1 The Weatherization Plan shall be trained on in connection with training on SMS 504 Emergency Preparedness and Response.

Attachment A: Weatherization Plan
Summer Generator Resource Preparation Checklist

Date: _____

Time: _____

Reviewed previous summer's events/issues and applied any applicable Lessons Learned? Yes / No / NA

Is there any exposed underground collection cable? Yes / No / NA

If yes, please list areas that are exposed and verify they are no longer exposed:

Are cooling fans operational on the main power transformer(s)? Yes / No / NA

Are oil levels at an acceptable level on the main power transformer(s)? Yes / No / NA

Are cooling fins on main power transformer(s) in good condition? Yes / No / NA

Are/Is the air conditioner(s) for the control house operational? Yes / No / NA

Are/Is the air conditioner(s) for the SCADA room operational? Yes / No / NA

Are cooling fins on the turbine transformers in good condition? Yes / No / NA

Are oil levels at an acceptable level on the turbine transformers? Yes / No / NA

Are turbine coolant levels at an acceptable level? Yes / No / NA

Does the site have a backup generator? Yes / No / NA

If yes, has it been tested for functionality? Yes / No / NA

Comments: _____

SCHEDULE "A"



Attachment B: Weatherization Plan
Winter Generator Resource Preparation Checklist

Date: _____

Time: _____

Reviewed previous winter events/issues and applied any applicable Lessons Learned? Yes / No / NA

Are there any exposed components on site that need additional insulation? Yes / No / NA

If yes, please list components and verify that insulation was added as needed:

Is there any exposed underground collection cable? Yes / No / NA

If yes, please list areas that are exposed and verify they are no longer exposed:

Are snow removal services identified and available? Yes / No / NA

Have the oil hydraulic heaters for each turbine been plugged in? Yes / No / NA

Have all of the heaters inside the turbine been verified for operation? Yes / No / NA

If there is cooling equipment at the site, are the radiators disabled? Yes / No / NA

Are oil levels at an acceptable level on the main power transformer(s)? Yes / No / NA

Are cooling fins on main power transformer(s) in good condition? Yes / No / NA

Are circuit breaker heaters operational? Yes / No / NA

Are circuit breaker gas pressures at an acceptable level? Yes / No / NA

Are oil levels at an acceptable level on the turbine transformers? Yes / No / NA

Are cooling fins on the turbine transformers in good condition? Yes / No / NA

Are turbine accumulator pressures at an acceptable level? Yes / No / NA

Does the site have a backup generator? Yes / No / NA

If yes, has it been tested for functionality? Yes / No / NA

Does the site have food and emergency supplies in the O&M building? Yes / No / NA

Do site personnel have proper supplies needed in their vehicles to be able to travel winter roads? Yes / No / NA

If temporary lodging becomes necessary during a winter storm, is there a plan in place for those arrangements? Yes / No / NA

SCHEDULE "A"



Comments: _____

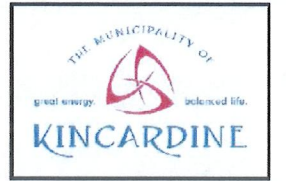
SCHEDULE "B"

Airport Vicinity Mapping

[See attached]

SCHEDULE "B"

Lake Huron



MUNICIPALITY OF KINCARDINE

Airport Vicinity

0 275 550 1,100 1,650 2,200 Meters

1:45,000



Legend

Airport Vicinity

THIS IS SCHEDULE 'A' TO THE COMPREHENSIVE ZONING BY-LAW NO. 2003-25 PASSED THIS 12th DAY OF February, 2003.
 MAYOR Larry Kraemer
 CLERK Rosaline Graham

Date revised:	Parcels Apr '04	Parcels Feb '05	Roads Updated Aug '06
October 2007	January 2008	September 2008	December 2008
April 2009	March 2010	June 2010	

Prepared by: County of Bruce Planning & Economic Development Department
 Dated Printed: May, 2010



SCHEDULE "C"

Site Guidelines

*Excerpt of Section 4 of Kincardine Municipal Wind Generation System Development Policy,
adopted April 13, 2011 (Policy No. PD.1.9).*

[See attached]

SCHEDULE "C"

PD 1.9 Municipality of Kincardine Wind Generation System Development

4. SITE GUIDELINES:

Council will evaluate the suitability of the location and land use compatibility of proposed commercial wind generating systems and require the following:

Commercial Wind Generation Systems are permitted in Rural Areas and may be permitted in Agricultural Areas where they can be located on land of lower agricultural capability or ensure the continued use of prime agricultural land for farm use and minimize the loss of production farm land.

A detailed site plan for each property that is identified as part of the project.

The Municipality of Kincardine has established the following General Provisions for Wind Generation Systems.

(These are minimum setbacks and greater setbacks that are required by Provincial legislation or as a result of a health study shall prevail).

Site Provisions:

	Feature	Provision
1	'CWGS' Minimum Setback to: 'Rural Recreation Area', Primary Urban Community' or 'Secondary Urban' Area Boundary as defined in the Municipality of Kincardine Official Plan	3000 metres
2	'WGS' minimum Setback to: Hamlets, Inland Lakeshore Residential or Estate Residential etc. or structures designated for human habitation as defined in the Municipality of Kincardine Official Plan/County of Bruce Official Plan	2750 metres
3	'WGS' minimum setback to: 'Rural Residence' either participating or non participating	800 metres
4	'WGS' Minimum setback to: County or Provincial road or highway	1.25 times the 'Total WGS Height' from the right-of-way line.
5	'WGS' Minimum setback to: Front Yard or Exterior Side Yard	'Total WGS Height' minus 10 metres
6	'WGS' Minimum setback to: Interior Side Yard or Rear Yard of Non-Participating Properties	1.0 times the 'Total WGS Height'
7	'WGS' Minimum setback to: Interior Side Yard or Rear Yard of participating properties if the abutting landowner is participating.	Length of turbine blade plus 5 metres
8	Minimum setback for 'Wind Generation System Accessory Facilities' (buildings and structures only)	10 metres from all lot lines or in accordance with the setback provisions for buildings/structures adjacent to a Provincial or County road, whichever is greater
9	Maximum 'Total WGS Height'	Measured from average grade to the uppermost extension of any blade, or maximum height reached by any part of the turbine whichever is greater.
10	Signs/Advertising/Logos	No advertising sign or logo on any 'WGS'; no more than 2 project identification signs not to exceed 1.49 square metres in area or 2.44 metres in height.

SCHEDULE "D"

Complaint Resolution Process

[See attached]

Schedule "D"

COMPLAINT RESOLUTION PROCESS

1.0 PURPOSE

The Complaint Resolution Process is based on the principle that two parties should work together to resolve their disputes. This process provides a protocol for neighbours of the Armow Wind Project to work to resolve concerns. The protocol is intended to expeditiously address concerns locally and encourage positive relationships within the Municipality. The process will commence at the date of commissioning of the wind farm and continue for the life of the project.

2.0 RESOLUTION PROTOCOL

2.1 Neighbour(s) Complaint Resolution

Notification:

2.1.1 SP Armow has established a call-in telephone number, _____, where comments can be received and recorded twenty-four hours a day, seven days a week. The Operator at the wind farm's operation office in Kincardine, Ontario will receive the calls during business hours of Mon-Fri from 8:30AM-4:30PM. The message center will advise the caller of an emergency number to be used if they need immediate contact with the on-call operator. The call-in telephone number is made publically available.

2.1.2 SP Armow will respond to the complaint by telephone within one business day. Upon discussions with the resident and documentation of all pertinent data, SP Armow will schedule a site visit at an appropriate time with the resident. SP Armow commits to setting up the meeting within two business days of the phone contact, provided availability of the complainant.

For Noise Complaints:

2.1.3 For complaints related to noise, SP Armow will notify the Ontario Ministry of Environment ("MOE") in writing (including via e-mail) of the resident's complaint within two business days of receiving the complaint and, as soon as possible thereafter, will advise the MOE of the actions being implemented. For complaints that are made to the MOE, SP Armow will provide weather conditions and operational data as requested by the MOE. Unless and to the extent specifically instructed otherwise by the MOE, for noise complaints SP Armow shall follow the MOE Compliance Protocol for Wind

Turbine Noise (which can be referenced at the following location:

<http://www.ontario.ca/environment-and-energy/compliance-protocol-wind-turbine-noise>)

The following processes are directly extracted from the MOE protocol and will be amended when there are changes to the protocol.

- 2.1.4 Where a preliminary quantitative screening is determined to be required, the Ministry of Environment will conduct an initial screening to focus on compliance issues related to conditions and parameters used in the approval process. Based on the results from the qualitative screening, a decision can be made whether to perform quantitative screening or carry out detailed acoustic measurements at the site of the complainant.
- 2.1.5 Where quantitative screening is determined to be required, the Ministry of Environment will conduct a short-term attended acoustic measurement and/or acoustic recording at the complaint receptor to determine if detailed acoustic measurement is needed to assess compliance with noise limits. The objective is to determine the wind turbine equivalent sound level at a point of reception. It is recommended that the attended screening measurements be carried out at times when the background sound level is very low. To the extent possible, the measurements should be performed at times when wind turbines operate near maximum output capacity while wind speeds at ground elevation (height of 4.5 m or less) are low, optimally not exceeding 3 m/s with a 4 m/s maximum. A qualitative screening will be conducted as per Part C of the "Compliance Protocol for Wind Turbine Noise."
- 2.1.6 If the results collected during the qualitative screening confirm that additional testing is warranted, SP Armow will contract the services of professional staff or arrange for third party training for SP Armow employees and have the employee install an ambient sound monitor complete with wind measurement equipment at the resident's home as per section D of the "Compliance Protocol for Wind Turbine Noise." Test data collected over the test period as agreed to by SP Armow and the resident will be analysed by third party professional staff as per section 05.5 of the of the "Compliance Protocol for Wind Turbine Noise." The company contracted by SP Armow will be instructed to prepare a report as soon as is practical following the completion of testing. SP Armow will share this report with the resident and the MOE. If the test equipment is installed at another

resident's home within the project area, the testing will be completed as soon as the equipment becomes available.

2.1.7 Where the assessment identifies the need for mitigation measures, SP Armow shall implement these actions at a date mutually agreeable to SP Armow, the MOE, and the complainant.

2.1.8 If the testing confirms that SP Armow is compliant with the Certificate of Approval, no further action will be taken by SP Armow. The resident will be asked to acknowledge, in a letter, all site visits, impact assessments and mitigation measures taken, if any, to resolve the issue, within 30 days of the complaint resolution. Where no written acknowledgement is received within the time frame, it will be determined the issue is resolved.

For Electrical Related Concerns:

2.1.9 The resident is required to call Hydro One Remote Communities Inc. (“**Hydro One**”) at 1-888-664-9376 and indicate they are experiencing a power quality problem and explain what the concern is. Examples include the following:

- Flickering lights - include time frame, is it all your lights or a specific light.
- Harmonics - explain whether it's buzzing from a line, if an expert identified a problem, was testing completed, etc. do you have readouts to provide to field staff on first visit?
- Voltage related - either high or low
- Shocks -Off bonded equipment like sinks, showers, pools or hot tubs

If any project site or project related testing is required by Hydro One, SP Armow will undertake commercially reasonable efforts to cooperate with Hydro One to determine the source of the concern, subject SP Armow’s legal, regulatory and project permitting obligations, including with respect to (but not limited to), requirements imposed by the Independent Electricity System Operator, the Ontario Energy Board, the Electrical Safety Authority and the MOE.

For All Other Types of Complaints:

2.1.9 A preliminary site visit investigation will be conducted under similar conditions

experienced by the resident. Consideration will be given to wind speed, wind direction, sunlight intensity, sunlight direction, time of day, precipitation and other relevant conditions. SP Armow will conduct an internal assessment within ten business days of the site visit investigation, provided that the complainant is available and no adverse conditions exist at the site.

2.1.10 SP Armow will, within ten business days of the preliminary site visit investigation, complete a Contact Action Monitoring Report (in a form agreed to by the parties) that identifies the complaint, confirms the site visit, provides an analysis of the preliminary results and determines if any of the impact(s) exceeds the relevant standard. SP Armow commits to meet with the resident as soon as reasonably possible after the report is complete to share the data collected.

2.1.11 If the results collected during the preliminary testing confirm that an additional investigation is warranted, SP Armow will conduct additional testing or contract the services of professional staff or arrange for third party training for SP Armow employees.

2.1.12 Where the investigation identifies the need for mitigation measures, SP Armow shall implement these actions at a date mutually agreeable to all parties.

2.2 Ministry of the Environment Resolution

2.2.1 The resident has the option of registering all types of complaints with the MOE at the address and phone numbers listed below:

Ministry of the Environment
Owen Sound Area Office
1580 20th Street E Owen Sound, ON
1-800-265-3783
519-371-2901
Spills Action Centre: 1-800-268-6060

3.0 IMPLEMENTATION

This Complaint Resolution Process is intended to address concerns between neighbours and wind farm operators quickly and in a cost effective manner. This process is voluntary for all participants on the basis that it is in everyone's interest to resolve matters prior to complex and costly alternative processes.

The information collected with respect to the complaint, assessment, mitigation measures and any mediation reports shall be maintained by SP Armow through the life of the project. This resolution process will help residents in the Project Area understand the nature, response and mitigation measures for the complaints received.

This Complaint Resolution Process will be reviewed annually or more frequently if required, after commissioning of the wind farm, to determine opportunities for improvement.

4.0 CONTACT ACTION MONITORING

-- Forms to be created --

SCHEDULE "E"
2014 Rates & Fees By-law

[See attached]

2014

CONSOLIDATED RATES AND
FEES BY-LAW
BY-LAW NO. 2013 - 141

Amended by: By-law No. 2013-151/November 20, 2013 – Amendment #1-Schedule 'O'
Amended by: By-law No. 2013-160/December 18, 2013 – Amendment #2-Schedule 'Q'
Amended by: By-law No. 2014-030/March 19, 2014 – Amendment #3-Schedule 'A'
Amended by: By-law No. 2014-043/April 9, 2014 – Amendment #4- Schedule 'E'

SCHEDULE "E"

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE



BY-LAW

NO. 2013 - 141

BEING A BY-LAW TO ESTABLISH RATES AND FEES FOR SERVICES PERFORMED BY THE MUNICIPALITY OF KINCARDINE

WHEREAS Section 391 (1) of the Municipal Act 2001, S.O. 2001, c. 25, as amended, authorizes municipalities to pass by-laws imposing fees or charges on persons,

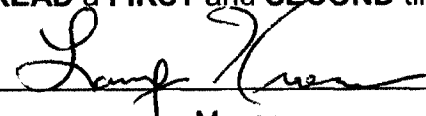
- (a) for services or activities provided or done by or on behalf of it;
- (b) for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and
- (c) for the use of its property including property under its control.

AND WHEREAS municipal Councils have the authority to establish rates and fees under various acts;

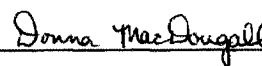
NOW THEREFORE the Council of The Corporation of the Municipality of Kincardine **ENACTS** as follows:

1. That the Council of the Municipality of Kincardine does now set the rates and fees for services described in the schedules attached to this by-law as Schedules A to P.
2. That Schedules A to P attached hereto form part of the by-law.
3. That By-law No. 2012-140, By-law No. 2012-149, By-law No. 2013-002, By-law 2013-006, and By-law No. 2013-051 be hereby repealed.
4. That this by-law shall supercede any previous by-law inconsistent with the provisions contained herein.
5. That the rates and fees as set out in Schedules A to P come into effect January 01, 2014.
6. That this By-law may be cited as the "2014 Consolidated Rates and Fees By-law".

READ a FIRST and SECOND time this 6th day of November, 2013.

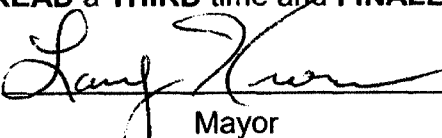


Mayor

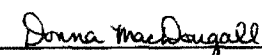


Clerk

READ a THIRD time and **FINALLY PASSED** this 6th day of November, 2013.



Mayor



Clerk

SCHEDULE "E"

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE



BY-LAW

NO. 2013 - 151

BEING A BY-LAW TO AMEND BY-LAW NO. 2013-141; BEING A BYLAW TO ESTABLISH RATES AND FEES FOR SERVICES PERFORMED BY THE MUNICIPALITY OF KINCARDINE

WHEREAS Section 8 (1) and 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS Section 391 (1) of the said *Municipal Act, 2001* authorizes a municipality to impose fees or charges on persons, for services or activities provided or done by or on behalf of it;

AND WHEREAS the Council of The Corporation of the Municipality of Kincardine, with the passage of By-Law No. 2013-141, established rates and fees for services performed by the Municipality;

AND WHEREAS the Council of The Corporation of the Municipality of Kincardine deems it necessary to amend Schedules 'O' of By-law No. 2013-141;

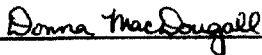
NOW THEREFORE the Council of The Corporation of the Municipality of Kincardine **ENACTS** as follows:

1. That Schedule 'O' of the Municipality of Kincardine 2014 Consolidated Rates and Fees By-law No. 2013-141 is hereby repealed and replaced with the attached Schedule.
2. That this by-law shall come into full force and effect upon its final passage.
3. That this By-law may be cited as the "2014 Consolidated Rates & Fees Amendment (1) By-law".

READ a FIRST and SECOND time this 20th day of November, 2013.




Mayor

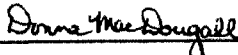


Clerk

READ a THIRD time and FINALLY PASSED this 20th day of November, 2013.



Mayor



Clerk

SCHEDULE "E"

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE



BY-LAW

NO. 2013 - 160

BEING A BY-LAW TO AMEND BY-LAW NO. 2013-141; BEING A BYLAW TO ESTABLISH RATES AND FEES FOR SERVICES PERFORMED BY THE MUNICIPALITY OF KINCARDINE

WHEREAS Section 8 (1) and 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS Section 391 (1) of the said *Municipal Act, 2001* authorizes a municipality to impose fees or charges on persons, for services or activities provided or done by or on behalf of it;

AND WHEREAS the Council of The Corporation of the Municipality of Kincardine, with the passage of By-Law No. 2013-141, established rates and fees for services performed by the Municipality;

AND WHEREAS the Council of The Corporation of the Municipality of Kincardine deems it necessary to amend By-law No. 2013-141 with the addition of Schedule Q;

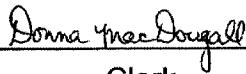
NOW THEREFORE the Council of The Corporation of the Municipality of Kincardine **ENACTS** as follows:

1. That the Municipality of Kincardine 2014 Consolidated Rates and Fees By-law No. 2013-141 is hereby amended to include the attached Schedule Q.
2. That this by-law shall come into full force and effect upon its final passage.
3. That this By-law may be cited as the "2014 Consolidated Rates & Fees Amendment (2) By-law".

READ a FIRST and SECOND time this 18th day of December, 2013.

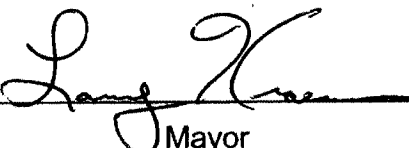


Mayor

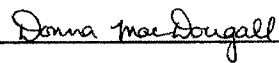


Clerk

READ a THIRD time and FINALLY PASSED this 18th day of December, 2013.



Mayor



Clerk

SCHEDULE "E"

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE



BY-LAW

NO. 2014 - 030

BEING A BY-LAW TO AMEND BY-LAW NO. 2013-141; BEING A BYLAW TO ESTABLISH RATES AND FEES FOR SERVICES PERFORMED BY THE MUNICIPALITY OF KINCARDINE

WHEREAS Section 8 (1) and 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS Section 391 (1) of the said *Municipal Act, 2001* authorizes a municipality to impose fees or charges on persons, for services or activities provided or done by or on behalf of it;

AND WHEREAS the Council of The Corporation of the Municipality of Kincardine, with the passage of By-Law No. 2013-141, established rates and fees for services performed by the Municipality;

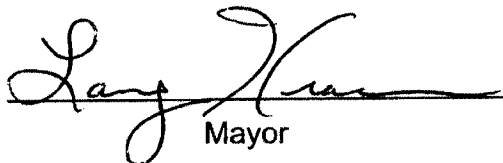
AND WHEREAS the Council of The Corporation of the Municipality of Kincardine deems it necessary to amend Schedules 'A' of By-law No. 2013-141;

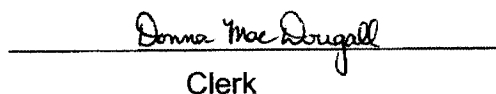
NOW THEREFORE the Council of The Corporation of the Municipality of Kincardine **ENACTS** as follows:

1. That Schedule 'A' of the Municipality of Kincardine 2014 Consolidated Rates and Fees By-law No. 2013-141 is hereby repealed and replaced with the attached Schedule "A".
2. That this by-law shall come into full force and effect upon its final passage.
3. That this By-law may be cited as the "2014 Consolidated Rates & Fees Amendment (3) By-law".

READ a FIRST and SECOND TIME this 19th day of March, 2014.

READ a THIRD TIME and FINALLY PASSED this 19th day of March, 2014.


Mayor


Clerk

SCHEDULE "E"

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE



BY-LAW

NO. 2014 - 043

BEING A BY-LAW TO AMEND BY-LAW NO. 2013-141; BEING A BYLAW TO ESTABLISH RATES AND FEES FOR SERVICES PERFORMED BY THE MUNICIPALITY OF KINCARDINE

WHEREAS Section 8 (1) and 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS Section 391 (1) of the said *Municipal Act, 2001* authorizes a municipality to impose fees or charges on persons, for services or activities provided or done by or on behalf of it;

AND WHEREAS the Council of The Corporation of the Municipality of Kincardine, with the passage of By-Law No. 2013-141, established rates and fees for services performed by the Municipality;

AND WHEREAS the Council of The Corporation of the Municipality of Kincardine deems it necessary to amend Schedules 'E' of By-law No. 2013-141 to include the Vending/Mobile Business Licence Fee;

NOW THEREFORE the Council of The Corporation of the Municipality of Kincardine **ENACTS** as follows:

1. That Schedule 'E' of the Municipality of Kincardine 2014 Consolidated Rates and Fees By-law No. 2013-141 is hereby repealed and replaced with the attached Schedule "E".
2. That this by-law shall come into full force and effect upon its final passage.
3. That this By-law may be cited as the "2014 Consolidated Rates & Fees Amendment (4) By-law".

READ a FIRST and SECOND TIME this 9th day of April, 2014.

READ a THIRD TIME and FINALLY PASSED this 9th day of April, 2014.


Mayor


Deputy Clerk

SCHEDULE "E"

SCHEDULE 'A'
2014 CONSOLIDATED RATES AND FEES BY-LAW
 By-law 2013-141 (Amended by By-law 2014 - 030)
 Page 1 of 24

		<u>2014 Fee</u>	<u>Subject to applicable taxes</u>
A. Administration Fees			
1	Commissioning of oaths	\$11.33	✓
2	Certification of any document (plus cost of photocopy, if necessary)	\$11.33	✓
3	Request for investigation re: closed meeting	\$29.87	✓
4	Preparation of document generals	\$79.57	✓
5	Photocopies (per copy)	\$0.64	✓
	Large format 24 x 36 -Black (per copy)	\$15.45	✓
	Large format 24 x 36 -Colour (per copy)	\$25.75	✓
6	Information search (minimum charge 1 hr)	\$43.25	✓
7	Charge for NSF cheques	\$41.25	/hr
8	Tax certificate	\$40.00	
9	Water certificate	\$35.00	
10	Zoning Compliance Certificate	\$83.00	
11	Marriage Licence	\$125.00	
12	Tax History Printout/Income Tax Receipt	\$16.00	
13	Duplicate copy of tax bill	\$16.00	
14	Retrieved and returned post-dated cheques	\$16.00	
15	Line Fences Administration Fee	\$106.00	
16	Tile Drain Inspection Fee	\$106.00	
17	Outdoor Patio Application	\$200.00	✓
18	Outdoor Patio lease	\$0.25	/sq ft per month ✓

SCHEDULE "E"

SCHEDULE 'B'
 2014 CONSOLIDATED RATES AND FEES BY-LAW
 By-law 2013-141
 Page 2 of 24

	<u>2014 Fee</u>	<u>Subject to applicable taxes</u>
B. Building, Plumbing and Septic Fees		
1 Building Permit Basic Min. Fee	\$82.50	
a. New building (greater than 108 square feet)	\$0.64 /sq. ft.	
b. New buildings (greater than 108 square feet) that will have a finished cellar shall pay an additional surcharge for each square foot of cellar area	\$0.28 /sq. ft.	
c. New accessory buildings (greater than 108 square feet)	\$0.28 /sq. ft.	
d. Green houses (polyhouses)	\$3.80 /\$1,000	
2 a. Additions, renovation, repairs to existing buildings	\$ 82.50 flat rate plus \$9.00/\$1,000 estimated cost of construction	
b. Additions to existing accessory bldg.	\$0.28 /sq. ft.	
c. Alteration, renovation to accessory bldg.	\$ 82.50 flat rate plus \$9.00/\$1,000 estimated cost of construction	
3 Swimming pools (above-or-in-ground)	\$82.50	
4 Chimneys and fireplaces	\$82.50	
5 All new livestock facilities	\$0.28 /sq. ft.	
6 All new Implement, Hay & Nutrient Storage, Non-livestock farm structures	\$0.22 /sq. ft.	
7 Additions or renovations to farm buildings excluding dwellings but including tarp structures	\$ 82.50 flat rate plus \$9.00/\$1,000 estimated cost of construction	
8 All buildings, used for purposes of public service by any department of the Government of Canada or the Province of Ontario, including a Board of Education or any telephone, railway, gas and electrical utilities company including Bruce Nuclear Power Development site and renewable energy excluding commercial wind turbines.	\$ 9.60/1,000 up to \$2,214,500 \$6.75/1,000 from \$2,214,501 to \$11,000,000 \$5.50/1,000 over \$11,000,000	
9 Demolition of a building or portions there and/or septic systems	\$82.50	
10 Commercial wind turbines	\$22.66/\$1,000 estimated cost of construction	
11 a. Sign permit (those signs regulated by the OBC and the Municipality of Kincardine sign by-law)	\$82.50	
b. Exemption to Sign By-law requiring Council approval	\$100.00	
12 Tent Permit	\$82.50	
13 Change of Use permit (inspection of building in which occupancy is changed to more hazardous, refer to OBC)	\$100.00	
14 Occupancy permits (as per OBC)	\$100.00	
15 Permits issued after commencement of work-Regular Permit Fee + (50 % of Regular Permit Fee)	150%	of reg. fee
16 Miscellaneous inspections	\$82.50	
17 Moving permits for buildings	\$82.50	
18 Transfer of Permit for any permit structure or sewage system (excluding design revision)	\$103.00	
19 Additional Review of approved plans	\$100.00	
20 Lot grading verification	\$390.00	

SCHEDULE "E"

SCHEDULE 'B'
 2014 CONSOLIDATED RATES AND FEES BY-LAW
 By-law 2013-141
 Page 3 of 24

B. Building, Plumbing and Septic Fees Con't	<u>2014 Fee</u>	<u>Subject to applicable taxes</u>
21 Refundable Building Deposits		
a. Buildings with up to 3 units	\$1,000.00	
b. Buildings with more than three units in 1 structure	\$500.00	/unit
c. Project with more than one building – first three - each additional building	\$1,500.00 \$500.00	
d. Grading/Damage deposit (\$100.00 non-refundable)	\$2,500.00	
22 Refundable guarantee deposit of demolition of second house when a new house is being built on the same parcel of land (\$100.00 non-refundable)	\$2,500.00	
23 Moving Deposit fee (returnable if no damage to Municipal property has incurred)	\$1,000.00	
24 Plumbing Permit Fees		
a. Plumbing Permit Basic Fee (Exclusive of building drain and a building sewer) - per fixed unit	\$82.50 \$4.80	
b. Inspection of a building sewer: - For the first 100 feet - For each 100 feet thereafter	\$6.40 \$4.25	
c. Inspection of building drain	\$6.40	
d. Inspection of a sewer connection and/or storm sewer	\$82.50	
e. Inspection fee for sewage injectors	Equal to three fixture units	
f. Alterations to plumbing without addition of fixtures, inspection fee	\$7.50	
g. Inspection of factory-built home	Basic fee + \$27.80 + fixture fees if applicable	
h. When plumbing inspector is notified that any plumbing is ready for inspection and the same is not ready when the plumbing inspector intends to inspect the same or if the plumbing fails to conform to any requirements to which the same is bound to conform, an additional fee for each additional inspection or visit by the plumbing inspector will be required in the amount of	\$82.50	
25 Sewage System Fees		
a. Class 2,3 new/replacement system	\$237.00	
b. Class 4,5 new/replacement system	\$556.00	
c. Class 4 or 5 tank replacement only	\$320.00	
d. Class 4 Leaching bed repair	\$320.00	
e. Building Alteration/Change of Use*	\$210.00	
<p>* A \$210 credit shall be applied to a new sewage permit application in cases where a building alteration appraisal has required a new or altered sewage system to be installed</p>		

SCHEDULE "E"

SCHEDULE 'C' 2014 CONSOLIDATED RATES AND FEES BY-LAW By-law 2013-141 Page 4 of 24

	<u>2014 Fee</u>	<u>Subject to Applicable Taxes</u>
C PLANNING CHARGES		
1 <u>Site Plan application fees:</u>		
a. Development requiring review of municipal engineer (minor application \$2,000.00 deposit, intermediate application \$5,000 deposit, major application \$10,000.00 deposit, balance to be refunded)	Actual Cost	
b. Administration Fee	Minimum fee is the greater of 10% of Actual Costs in 1(a) or \$281.40	
c. Updates requiring Council approval	\$100.00	
2 <u>Development Application fees</u>		
a. Development requiring review of professional consultants (\$20,000 deposit balance to be refunded)	Actual Cost	
b. Administration Fee	10% of the Actual costs in 2 (a) to a maximum of \$3,000	
c. Administration Fee - Renewable Energy Projects	10% of the Actual costs in 2 (a)	
3 By-law under section 50 (4) of the Planning Act to deem a plan or part of a plan not to be a registered plan (per application)	\$848.75	
4 Part-Lot Exemption control By-law under section 50 (7) of the Planning Act (per application)	\$848.75	
5 By-law to remove "h" holding zone (per application)	\$133.00	
6 Encroachment agreement processing (per agreement)	\$133.00	✓
7 Spoiling description on Lot of Record \$1000 deposit for actual costs (legal and survey)	\$133.00	
8 <u>Application Review Fees</u>		
a. Consultation on Renewable Energy project	\$500.00	
Projects greater than 10kW		
Solar PV, bioenergy, water	\$530.50	/per project
Wind Turbine per turbine	\$530.50	/per turbine
Projects equal or less than 10kW	n/c	
b. Official Plan Amendment	\$132.00	
c. Zoning By-law Amendment	\$132.00	
d. Severance/Consent including Easements and Right of Way	\$132.00	
e. Minor Variance	\$132.00	
f. Condominium request	\$132.00	
g. Joint Application (combination of any two above)	\$164.00	
9 <u>Sewage System Review</u>		
a. Official Plan Amendment	No charge	
b. Zoning By-law Amendment	\$132.00	
c. Consent (severance) per each new lot created	\$132.00	
d. Minor Variance	\$132.00	
e. Joint Application (combination of any two above)	\$164.00	
f. Draft Plan of Subdivision Note: 0.3 meter reserve blocks shall not be included in the calculation of the number of blocks.	\$50.00 per each lot or block. Minimum flat fee for \$500 to a max of \$6000	
g. Draft Plan of Condominium	\$515.00	
h. Private Multi-Lot Residential Development (as an OPA and/or ZBA)	\$50.00 per each unit (parcel) or block. Minimum flat fee for \$500	
i. Other types of applications not noted above	\$132.00	
j. Technical Assistance	Actual Costs	
10 All the applications that involve Legal and Engineering requires the applicant to cover actual costs		

SCHEDULE "E"

SCHEDULE 'C'
 2014 CONSOLIDATED RATES AND FEES BY-LAW
 By-law 2013-141
 Page 5 of 24

C PLANNING CHARGES Con't	<u>2014 Fee</u>	<u>Subject to Applicable Taxes</u>
<u>Parkland Charges</u>		
a.) Land proposed for development or redevelopment for commercial or industrial purposes	2% of value of the land	
b.) Land proposed for development in other cases	5% of value of the land Maximum \$642.00 per each lot/unit created	
12 <u>Consent Deposit</u>		
Consent Deposit	\$250.00	
100% refundable upon registration		
50% refundable after 2 years not registered		
13 <u>Payment in Lieu of Parking</u>		
a. All qualifying C1 zoned properties	\$1.00/per space	
b. C1 properties where building has been altered to increase square footage of building used for commercial purposes or use changes from residential to commercial		
- less than 20 spaces - per space	\$1,442.00	
- more than 19 spaces – per space	\$2,884.00	
c. Non-qualifying C1 zoned properties – per space	\$2,884.00	
d. C1 properties where residential use intensifies	\$2,884.00	
e. All other commercially zoned properties must provide physical parking spaces		
f. Multi-residential redevelopment	\$2,884.00	
g. All other residential zones would be determined for payment in lieu on a site specific basis		

SCHEDULE "E"

SCHEDULE 'D'
 2014 CONSOLIDATED RATES AND FEES BY-LAW
 By-law 2013-141
 Page 6 of 24

	<u>2014 Fee</u>	<u>Subject to Applicable Taxes</u>
D Cemetery Rates		
1 In Ground Lots		
Ratepayers:		
a. Single grave (adult) – Land	\$400.00	✓
- Care and maintenance	\$250.00	✓
b. Single grave (infant) – Land	\$200.00	✓
- Care and maintenance	\$150.00	✓
c. Cremation lot – Land	\$200.00	✓
- Care and maintenance	\$150.00	✓
Non-Ratepayers:		
d. Single grave (adult) – Land	\$500.00	✓
- Care and maintenance	\$250.00	✓
e. Single grave (infant) – Land	\$250.00	✓
- Care and maintenance	\$150.00	✓
f. Cremation lot – Land	\$250.00	✓
- Care and maintenance	\$150.00	✓
2 Columbarium Fees:		
Each opening and closing fee	\$115.00	✓
Ratepayer		
a. First Row Niches (hold 2 urns)	\$935.00	✓
b. Care & Maintenance	\$140.00	✓
c. Second Row Niches (holds 2 urns)	\$1,120.00	✓
d. Care & Maintenance	\$168.00	✓
e. Third Row & Above (holds 2 urns)	\$1,310.00	✓
f. Care & Maintenance	\$196.00	✓
Non-Ratepayer		
g. First Row Niches (hold 2 urns)	\$1,168.00	✓
h. Care & Maintenance	\$175.00	✓
i. Second Row Niches (holds 2 urns)	\$1,400.00	✓
j. Care & Maintenance	\$210.00	✓
k. Third Row & Above (holds 2 urns)	\$1,636.00	✓
l. Care & Maintenance	\$245.00	✓
3 Interment and Miscellaneous Charges		
Ratepayers and Non-Ratepayers		
a. Transfer of ownership	\$25.00	✓
b. Issuance of replacement certificate	\$25.00	✓
c. Interment - adult	\$420.00	✓
- infant (up to five years)	\$225.00	✓
- cremated remains	\$115.00	✓
d. Licence fee contribution *Effective July 1, 2014, this fee will increase to \$12.00	\$11.00	
Ratepayers and Non-Ratepayers		
e. Additional charge for Saturday, Sunday and Holidays		
- cremated remains	\$175.00	✓
- adult and infant interments	\$320.00	✓
f. Installation of concrete monuments	\$15.00	✓
	/cubic ft	
g. Storage	\$50.00	✓
h. Disinterment and re-interment	\$1,200.00	✓
	Plus any other costs	
5 Monument Maintenance Rates Ratepayers and Non-Ratepayers		
a. Flat markers over 173 square inches	\$50.00	✓
b. Upright marker 4 feet or less in height and 4 feet or less in length, including the base	\$100.00	✓
c. Upright marker more than 4 feet in either height or length, including the base	\$200.00	✓
6 Winter Burials Dec. 1 – March 31		
In-Ground Lots		
a. Interment – adult	\$840.00	✓
b. Infant (up to 5 years)	\$450.00	✓
c. Cremated remains	\$230.00	✓
Columbarium		
a. Each opening and closing fee	\$230.00	✓

SCHEDULE "E"

SCHEDULE 'E'

2014 CONSOLIDATED RATES AND FEES BY-LAW
By-law 2013-141 (as amended by By-law 2014-043)
Page 7 of 24

E. Licensing Fees	<u>2014 Fee</u>	<u>Subject to Applicable Taxes</u>
<u>Dog Licensing and Kennel Boarding Fees</u>		
a. For each of first three dogs per calendar year	\$14.75	
b. For each additional dog per calendar year	\$26.50	
c. After the first tax due date (normally March 1 st) the fee in each of section F 1, 2 and 4 shall have a surcharge of 50% of the fee. The late fee not to apply where the owner has had the dog for less than three months.		
d. Breeding kennel Licence per calendar year	\$95.25	
e. Replacement dog tag or transfer to new dog	\$7.50	
f. Boarding fees for all animals impounded (dogs or cats) at veterinarians	Vet Fees	
g. Provided that where the owner acquired the dog after expiration of 6 months of the year, the Licence fee charge shall be one-half of the fee noted above.		
h. Dog Reclaim Fee	\$76.25	
<u>Hawkers and Peddlers Licence Fee</u>		
Per Licence per calendar year	\$618.00	
<u>Refreshment Vehicles Licence</u>		
Per Licence per calendar year	\$340.00	
<u>Seasonal Mobile Watersport Equipment Rental Business Licence Fee</u>		
Per Licence per calendar year	\$340.00	
<u>Lottery, Raffle and Bingo Licence Fees</u>		
Charitable, non-profit events and community interest groups:		
Bingo Licence – % of prize package of each bingo	1.50%	
Maximum per licence	\$225.00	
Maximum per year	\$450.00	
Raffle – % of prize value for each raffle	1.50%	
Maximum per raffle	\$450.00	
Break-open tickets - % of prize value per box	1.50%	
Bazaar (per wheel)	\$5.00	
<u>Public Hall Licensing, Per Calendar Year</u>		
<u>Item</u>		
<u>Grade 1</u> - for a public hall having a Licenced capacity of 1,000 person or over	\$106.00	
<u>Grade 2</u> - for a public hall having a Licenced capacity between 601 and 999 persons	\$93.00	
<u>Grade 3</u> -for a public hall having a Licenced capacity between 100 and 600 persons	\$78.00	
Transfer of public hall Licence to new owner	\$34.00	
<u>Taxi Licensing, Per each 2 year licensing period or part thereof</u>		
a. Owner/Driver (including one vehicle & one driver Licence)	\$103.00	
b. Taxi broker	\$64.00	
c. For each additional taxi cab owned by the same owner/driver	\$38.00	
d. For each driver who is not an owner	\$33.00	
e. For the renewal of a driver's Licence (if previously suspended)	\$14.00	
f. For a replacement of a lost licence	\$14.00	

SCHEDULE "E"

SCHEDULE 'F'
2014 CONSOLIDATED RATES AND FEES BY-LAW
By-law 2013-141
Page 8 of 24

F Taxi Rates Charged to Customers	<u>2014 Fee</u>	<u>Subject to Applicable Taxes</u>
a. For the first 1/10 of a kilometer or part thereof	\$3.70	✓
b. For each additional 1/10 of a kilometer or part thereof	\$3.00	✓
c. For waiting time under engagement:		
- for each minute	\$0.58	✓
- for each hour	\$35.00	✓
* HST to be charged/collected by Taxi company		

SCHEDULE "E"

SCHEDULE 'G'
 2014 CONSOLIDATED RATES AND FEES BY-LAW
 By-law 2013-141
 Page 9 of 24

G Rental Fees	<u>2014 Fee</u>	<u>Subject to Applicable Taxes</u>
1 <u>Municipal Administration Centre:</u>		
<u>Public Hall, Gordon Jarrell Board Room, Council Chambers</u>		
Full day	\$99.00	✓
Half-day or evening	\$67.00	✓
Cancellation Fee (less than 48 hours notice)	\$34.00	✓
<u>Combined Public Hall and Council Chambers</u>		
Full day	\$196.00	✓
Half-day or evening	\$133.00	✓
Cancellation Fee (less than 48 hours notice)	\$47.00	✓
2 <u>Library rooms:</u>		
No admission charged:		
Full day	\$47.00	✓
Half-day or evening	\$34.00	✓
Admission charged:		
Full day	\$72.00	✓
Half-day or evening	\$47.00	✓
3 <u>Airport Facilities:</u>		
<u>Meeting Rooms:</u>		
No admission charged:		
Full day	\$46.45	✓
Half-day or evening	\$23.48	✓
Office Rent	\$69.42	per month ✓
Hanger	\$0.33	/sq. ft. ✓
Maintenance Building	\$1,390.50	per year ✓
4 <u>Bruce Township Community Centre, Underwood</u>		
<u>Resident:</u>		
Bar, kitchen & auditorium, one bartender	\$326.00	✓
Extra bartender (9 p.m. to 1 a.m.)	\$102.00	✓
Bartenders (before 9 p.m.)	\$21.00	/hr ✓
Auditorium & kitchen (dishes included)	\$89.00	✓
Auditorium & light lunch (some dishes incl.)	\$68.00	✓
Saturday family dinners (kitchen & dishes incl.)	\$76.00	✓
Sunday family dinners (kitchen & dishes incl.)	\$64.00	✓
Day meetings	\$82.00	✓
Card parties	\$34.00	✓
Admission groups	\$68.00	✓
No admission groups	\$47.00	✓
Soft drink dispenser (pop included)	\$114.00	✓
P.A. system	\$16.00	✓
Fee for the right to enter the night before	\$132.00	✓
<u>Non-Resident:</u>		
Bar, kitchen & auditorium, one bartender	\$394.00	✓
Extra bartender (9 p.m. to 1 a.m.)	\$102.00	✓
Bartenders (before 9 p.m.)	\$21.00	/hour ✓
Auditorium & kitchen	\$102.00	✓
Auditorium & light lunch	\$88.00	✓
Saturday family dinners	\$109.00	✓
Sunday family dinners	\$79.00	✓
Day meetings	\$82.00	✓
Card parties	\$56.00	✓
Admission groups	\$82.00	✓
No admission groups	\$68.00	✓
Dishes	\$34.00	✓
Flatware	\$16.00	✓
P.A. system	\$16.00	✓
Fee for the right to enter the night before	\$132.00	✓

This facility has an Auditorium, Kitchen, Committee Room, Bar, Air Conditioning, and Wheel Chair Accessible Washrooms.

SCHEDULE "E"

SCHEDULE 'G'
2014 CONSOLIDATED RATES AND FEES BY-LAW
By-law 2013-141
Page 10 of 24

G Rental Fees Con't	2014 Fee	Subject to Applicable Taxes
5 <u>Armow Women's Institute Hall :</u>		
Members:		
Full day	\$20.00	✓
Half-day or evening	\$15.00	✓
Non-Members:		
Full day	\$40.00	✓
Half-day or evening	\$27.00	✓
Use of kitchen facilities full day, half-day or evening	\$8.00	✓
6 <u>Victoria Park Market</u>		
Seasonal Space (15 market days)	\$120.00 / season	Included
Daily Fee	\$20.00	Included
7 <u>Station Beach Over-night Camping</u>		
(Only applies during the Kincardine Fish Derby Festivities)		
Overnight Camping	\$15.45 /night	Included
8 <u>Kincardine Marina:</u>		
Floating docks rentals:		
up to and including 20 feet	\$928.32	✓
up to and including 22 feet	\$1,021.02	✓
up to and including 24 feet	\$1,113.72	✓
up to and including 30 feet	\$1,392.26	✓
up to and including 32 feet	\$1,485.40	✓
up to and including 36 feet	\$1,670.80	✓
up to and including 40 feet	\$1,856.19	✓
Fixed docks rentals:		
30 feet	\$1,114.16	✓
40 feet	\$1,577.88	✓
45 feet	\$1,775.44	✓
Monthly Rentals		
May June	30% of yearly rate per month	✓
July August	50% of yearly rate per month	✓
Sept. Oct.	30% of yearly rate per month	✓
<p>Note: Only applies for one month durations during July and August. After one month, manager may continue rental at daily rate. This option is subject to slip availability.</p>		
North Pier Rental (Only Commercial Fishing Vessels and Rescue Boat Operated by Municipality Allowed)		
Commercial Fishing Vessels	\$954.87	✓
Rescue Boat	Free	✓
<u>Transient Rates:</u>		
A rate of \$1.45 per foot per night plus taxes. (minimum 20 feet), seventh night is free. (Note 14 transient slips will be allocated in the marina, with a minimum of 7 slips being on floating finger docks).		
Administration Fees		
Waiting List Fee	\$75.00	✓
Bye Fee	\$100.00	✓
Fish Derby Dock Rental Rate		
Dock rental shall be the regular transient rate per night less 15% discount plus taxes. If a slip is used for 10 nights, the charge shall be calculated based on 9 nights, with the 10 th night free.		
<u>Winter Storage:</u>		
Per season	\$250.00	✓

SCHEDULE "E"

SCHEDULE 'G'
2014 CONSOLIDATED RATES AND FEES BY-LAW
By-law 2013-141
Page 11 of 24

G Rental Fees Con't	<u>2014 Fee</u>	<u>Subject to</u> <u>Applicable</u> <u>Taxes</u>
9 Kincardine Centre for the Arts		
Green Room		
- ½ day	\$33.62	✓
- full day	\$54.42	✓
10 BALL USER FEES		
Payable by all groups wishing to hold a ball tournament, with the exception of those groups that pay an annual user fee to the Municipality of Kincardine.		
Evenings	\$72.12	✓
Full Day	\$139.38	✓
Once/week	\$1,526.99	✓
Twice/week	\$2,442.04	✓
Kincardine Minor Ball	\$3,054.87	✓
Kincardine Minor Soccer	\$3,629.20	✓
Kincardine Baseball Tournaments	\$358.41	✓
Tiverton Baseball Tournaments	\$358.41	✓
11 Davidson Centre Fees:		
<u>Kincardine Hall:</u>		
Daytime Mon. – Fri.	\$40.27 /hour	✓
Primetime Mon.-Fri. 4p.m. – Closing & Daytime Sat. – Sun.	\$50.44 /hour	✓
Nighttime – Fri. & Sat. (e.g. bash)	\$541.59 /night	✓
Stag n' Does + Weddings	\$661.95 /night	✓
New Year's Eve	\$798.23	✓
Daytime Badminton	\$55.31	✓
Interdepartmental Rental - 3hr block	\$31.00	
Summer Playground Rate (rainy days)	\$594.00 /summer	
12 Davidson Centre Fees (cont'd):		
<u>Davidson Centre Gymnasium</u>		
1/3 of gym - per hour	\$13.94 /hr	✓
2/3 of gym - per hour	\$27.88 /hr	✓
Full gym - per hour	\$39.82 /hr	✓
<u>Meeting rooms:</u>		
Charged in 3 hour blocks	\$38.06	✓
Blue Line Club (Junior "C")	\$82.30 /night	✓
<u>Lobby:</u>		
No set fee – charged at discretion of the Manager		

SCHEDULE "E"

SCHEDULE 'H'
 2014 CONSOLIDATED RATES AND FEES BY-LAW
 By-law 2013-141
 Page 12 of 24

	<u>2014 Fee</u>	<u>Subject to</u> <u>Applicable</u> <u>Taxes</u>
H Recreation Programs		
1 <u>Pool Programs Rates effective January 1, 2014</u>		
Swim Kids 1-4 & Preschool	\$69.00	
Swim Kids 5-10	\$85.00	
Junior Lifeguard Club	\$85.00	
Bronze Star/Basic First Aid/CPR-A	\$114.00	
Family Swim lesson rate	\$206.00	
Children's Private lessons	\$98.00	
Children's Semi-private lessons	\$88.00	
Adult Private Lessons	\$98.23	✓
Bronze Medallion/Emergency First Aid/CPR B	\$225.00	
Bronze Cross/Standard First Aid/CPR C	\$253.98	✓
Bronze Cross Recertification	\$50.88	✓
Assistant Water Safety Instructors	\$293.81	✓
Instructor School	\$361.95	✓
Red Cross Instructor Recertification	\$92.92	✓
National Lifeguard Service – Pool Option	\$328.98	✓
N.L.S. Recertification	\$92.92	✓
Spring Board Diving	\$69.00	
Power Swim	\$94.69	✓
Adult Underwater hockey	\$73.45	✓
Kindergym only	\$68.00	
Kindergym and swim	\$94.00	
Aquafit or Aquadeep once/week	\$7.30	✓
Aquafit or Aquadeep More than once a week (5% discount if registered by deadline)	\$9.96	✓
Aquafit or Aquadeep - visitor fee per class	\$9.96	✓
CPR	\$72.57	✓
CPR recertification	\$60.18	✓
Emergency 1 st aid	\$79.65	✓
Standard First Aid & CPR Basic Rescuer – Level C	\$129.20	✓
<u>Pool Charges:</u>		
Straight rate rental – to 25 people (2 guards)	\$112.39 /hr	✓
Extra guard supplied	\$31.41 /hr	✓
School rate – 2 staff supplied	\$79.65 /hr	✓
School rate – 1 staff supplied	\$54.87 /hr	✓
KDSS Swim Team early morning	\$34.30	✓
KDSS Swim Team evening	\$55.76	✓
Kipper's Rate	\$98.23 /hr	✓
Interdepartmental Pool fee	\$72.00 /hr	
Adult Underwater Hockey rate	\$73.45 /hr	✓
Brighter Futures/Keystone	\$56.64 /hr	✓
<u>Admission Rates:</u>		
<u>Single:</u>		
Adults (20 - 59yrs old)	\$3.76	✓
Youths/seniors (15 – 19 yr or over 60)	\$3.32	✓
Child (5 – 14 yrs.)	\$3.10	✓
Pre-school (0 - 4 yrs.)	Free	
Family Rate	\$10.40	✓
<u>10 Swim Pass</u>		
Adults (20 - 59yrs old)	\$33.85	✓
Youths/seniors (15 – 19 yr or over 60)	\$29.87	✓
Child (5 – 14 yrs.)	\$27.88	✓
Pre-school (0 - 4 yrs.)	Free	
Family Rate	\$93.58	✓

SCHEDULE "E"

SCHEDULE 'H'
 2014 CONSOLIDATED RATES AND FEES BY-LAW
 By-law 2013-141
 Page 13 of 24

H Recreation Programs Con't

	<u>2014 Fee</u>	<u>Subject to Applicable Taxes</u>
<u>Yearly Swim Membership</u>		
a. Child (6 – 14 yrs.) 12 month commitment and single lump sum payment at time of registration	\$183.19	✓
b. Child (6-14 yrs.) 12 month commitment at time of registration, P.A.P. amount per month in 2014, balance of 12 month commitment at rate in effect in calendar year in which the month falls	\$15.27	✓
c. Youths/Seniors (15 – 19 yr or 60 + yrs.) 12 month commitment and single lump sum payment at time of registration	\$204.42	✓
d. Youths/Seniors (15 – 19 yr or 60 + yrs.) 12 month commitment at time of registration, P.A.P. amount per month in 2014, balance of 12 month commitment at rate in effect in calendar year in which the month falls	\$17.04	✓
e. Adults (20 – 59 yrs.) 12 month commitment and single lump sum payment at time of registration	\$292.04	✓
f. Adults (20-59 yrs.) 12 month commitment at time of registration, P.A.P. amount per month in 2014, balance of 12 month commitment at rate in effect in calendar year in which the month falls	\$24.34	✓
<u>Birthday Parties:</u>		
Birthday Parties (1/2 hr pool, 3hrs room)	\$94.69	✓
Birthday Parties - Kindergym	\$171.68	✓
Birthday Parties - Gym & Swim	\$157.52	✓
Birthday Parties - Gym	\$97.35	✓
Birthday Parties - Gym & craft	\$129.20	✓
<u>2 General Recreation Programs rates effective Jan 1, 2014</u>		
Adult Daytime Table Tennis	\$1.77	✓
Carpet Bowling	\$1.77	✓
Shuffleboard	\$1.77	✓
Pickle Ball	\$1.77	✓
Badminton	\$1.77	✓
Archery	\$54.42	✓
Babysitting Blitz	\$76.50	✓
Fitness Bundle, once a week	\$7.96	✓
Fitness Bundle, more than once a week	\$8.85	✓
Indoor Golf- (6 week session)	\$94.69	✓
Just Dancin	\$218.00	✓
Ladies Hockey	\$100.00	✓
March Break - Week	\$116.00	✓
Daily rate	\$34.00	✓
Pilates	\$78.76	✓
Professional Activity Days	\$34.00	✓
Smart Serve	\$36.95	✓
Volleyball - Once a week	\$64.60	✓
Yoga for Beginners (7 week session)	\$107.08	✓
<u>3 Summer Children's Programs rates effective Jan 1, 2014</u>		
<u>Summer – Day Camps</u>		
<u>Single Participant</u>		
Daily	\$34.00	✓
Weekly	\$116.00	✓
Two Weeks	\$207.00	✓
4 Day Week	\$93.00	✓
<u>Family Rate/Week</u> (one economic unit)	\$245.00	✓
<u>Specialty Camps</u>		
The Babysitting Adventure Camp	\$160.00	✓
<u>4 Senior's Events</u>		
Senior Games – First Event	\$2.65	✓
Each succeeding event to a max of \$10.00	\$1.77	✓

SCHEDULE "E"

SCHEDULE 'H'
 2014 CONSOLIDATED RATES AND FEES BY-LAW
 By-law 2013-141
 Page 14 of 24

<u>5 Davidson Centre Arena and Tiverton Sports Centre Arena:</u>	<u>2014 Fee</u>	<u>Subject to Applicable Taxes</u>
<u>Arena (January 1, 2014 to March 31, 2014):</u>		
Early 6:30 – 8:30 a.m. – Mon. – Fri.	\$47.34	✓
Non-prime 8:30 a.m. – 4 p.m. Mon. – Fri.	\$69.25 /hr	✓
Prime time – 4:00 p.m. – 12:00 a.m. + all day:		
Sat. + Sun.:		
Adults	\$113.94 /hr	✓
Youth	\$103.98 /hr	✓
Junior "C" – Game	\$128.54 /hr	✓
Junior "C" – Practice	\$113.94 /hr	✓
Mun. of Kincardine Minor Sports		
- Kincardine Arena	\$102.65 /hr	✓
- Tiverton Arena	\$96.46 /hr	✓
Minor Sports off-ice training	\$12.83 /hr	✓
School Rate	\$32.74 /hr	✓
<u>Public Skating :</u>		
Adults	\$3.76 /each	✓
Students & Seniors	\$3.32 /each	✓
Children	\$3.10 /each	✓
Pre-school	Free	
Family Rate	\$10.40 /each	✓
<u>Hall Rental</u>		
Non-Licensed event	\$37.61	✓
Licensed event	\$136.73	✓
<u>Summer Rates: (April 1, 2014 to August 31, 2014)</u>		
Ball Hockey	\$36.28 /hr	✓
Off Season Ice Rate	\$126.55 /hr	✓
Arena surface without ice is at the discretion of the Recreation Director	\$500 - \$1,600	✓

SCHEDULE "E"

SCHEDULE 'H'
 2014 CONSOLIDATED RATES AND FEES BY-LAW
 By-law 2013-141
 Page 15 of 24

H Recreation Programs Con't

<u>Complete Health Club Memberships</u>	<u>2014 Fee</u>	<u>Subject to Applicable Taxes</u>
Includes: Health Club, regular fitness classes (specialty classes are not included) recreational swim times and sauna		
a. Adults (20-59 yrs.) 12 month commitment and single lump sum payment at time of registration	\$663.72	✓
b. Adults (20-59 yrs.) 12 month commitment at time of registration, P.A.P. amount per month in 2014 balance of 12 month commitment at rate in effect in calendar year in which the month falls	\$55.31	✓
c. Adults (20-59yrs) monthly membership	\$66.37	✓
d. Youth/Seniors (15-19 yrs. or 60 + yrs.) 12 month commitment and single lump sum payment at time of registration	\$544.25	✓
e. Youths/Seniors (15-19 yrs. or 60 + yrs.) 12 month commitment at time of registration, P.A.P. amount per month in 2014, balance of 12 month commitment at rate in effect in calendar year in which the month falls	\$45.35	✓
f. Youth/Seniors (15-19 yrs. or 60 + yrs.) Monthly Membership	\$57.52	✓
g. Spousal 2 adults (20-59 yrs.) living in the same household, 12 month commitment and single lump sum payment at time of registration	\$955.75	✓
h. Spousal 2 adults (20-59 yrs.) living in the same household, 12 month commitment at time of registration. P.A.P. amount per month in 2014, balance of 12 month commitment at rate in effect in calendar year in which the month falls	\$79.65	✓
i. Senior/Adult – 1 senior & 1 adult living in the same household, 12 month commitment and single lump sum payment at time of registration	\$849.56	✓
j. Senior/Adult Spousal – 1 senior & 1 adult living in the same household, 12 month commitment at time of registration, P.A.P. amount per month in 2014, balance of 12 month commitment at rate in effect in calendar year in which month falls	\$70.80	✓
k. Senior Spousal – 2 seniors living in same household, 12 month commitment and single lump sum payment at time of registration.	\$743.36	✓
l. Senior Spousal – 2 seniors living in same household, 12 month commitment at time of registration, P.A.P. amount per month in 2014, balance of 12 month commitment at rate in effect in calendar year in which month falls.	\$61.95	✓
<u>Health Club Membership</u>		
Includes: Health Club, recreational swim times and sauna		
a. Adults (20-59 yrs.) 12 month commitment and single lump sum payment at time of registration	\$477.88	✓
b. Adults (20-59 yrs.) 12 month commitment at time of registration, P.A.P. amount per month in 2014, balance of 12 month commitment at rate in effect in calendar year in which month falls	\$39.82	✓
c. Youth/Seniors (15-19 yrs. or 60 + yrs.) 12 month commitment and single lump sum payment at time of registration	\$371.68	✓
d. Youth/Seniors (15-19 yrs. or 60 + yrs.) 12 month commitment at time of registration, P.A.P. amount per month in 2014, balance of 12 month commitment at rate in effect in calendar year in which month falls	\$30.97	✓
<u>Family Membership</u>		
Includes: Health Club, regular fitness classes (specialty classes not included) recreational swim times, four swimming lessons and the sauna (note: family members who are children 14 & under are not eligible to use the health club)		
a. 12 month commitment and single lump sum payment at time of registration	\$1,125.66	✓
b. 12 month commitment at time of registration, P.A.P amount per month in 2014, balance of 12 month commitment at rate in effect in calendar year in which month falls.	\$93.81	✓

SCHEDULE "E"

SCHEDULE "I"
2014 CONSOLIDATED RATES AND FEES BY-LAW
By-law 2013-141
Page 16 of 24

	<u>2014 Fee</u>	<u>Subject to Applicable Taxes</u>
I Sale of Lots – Industrial Park Per acre in the Highway 9 & 21 Com/Ind Park	Negotiable	✓

SCHEDULE "E"

SCHEDULE 'J'
 2014 CONSOLIDATED RATES AND FEES BY-LAW
 By-law 2013-141
 Page 17 of 24

J Service Charges	2014 Fee	Subject to Applicable Taxes
1 Mechanic labour rate (plus H.S.T.)	\$45.00 /hr	✓
2 Curb cut permit – each permit	\$66.00	✓
3 Road and sidewalk cut permit – each permit	\$66.00	✓
Refundable deposit on each sidewalk permit	\$585.00	✓
Refundable deposit on each road cut permit deposit to be refunded upon approval of the Manager of Public Works	\$1,170.00	✓
4 Processing Charge	\$31.00	
<u>Airport Services:</u>		
5 Landing Fee – commercial aircraft 3, 000 kg & over	\$71.10	✓
Tie Down Fee (Standard)	\$48.93 per month	✓
(With Electricity)	\$72.10 per month	✓
Pavement Tie Down Fee (Standard)	\$61.54 per month	✓
(With Electricity)	\$84.87 per month	✓
Jet A Fuel (per litre)	\$0.32 above wholesale cost	✓
100 LL Fuel (per litre)	\$0.32 above wholesale cost	✓

Note: The Airport Service Provider has a five cent discretion in setting prices of Jet A Fuel and 100 LL Fuel to offset wholesale price fluctuations in the local market.

SCHEDULE "E"

SCHEDULE 'K'
2014 CONSOLIDATED RATES AND FEES BY-LAW
By-law 2013-141
Page 18 of 24

K LANDFILL SITE FEES

Kincardine Waste Management Centre

	<u>2014 Fee</u>	<u>Subject to Applicable Taxes</u>
All Vehicles Report to Scale House		
1 Minimum charge (250 kgs or less) Exception for Tagged Bag Garbage and Recyclable Material	\$25.00	
2 Domestic Sorted Waste	\$100.00	/tonne
3 Shingles	\$100.00	/tonne
4 Drywall	\$100.00	/tonne
5 Unsorted Waste	\$200.00	/tonne
6 Brush, Tree Branches per pick up truck, small trailer*	\$25.00	
7 Brush, Tree Branches per dump truck/tandem trailer load*	\$105.00	
8 Stumps	Not Accepted	
9 Concrete Rubble/bricks/asphalt* (min. \$25.00)	\$100.00	/tonne (min. \$25.00)
10 Clean Fill*	\$50.00	/tonne
11 Contaminated Fill*	\$97.85	/tonne
12 Cover Material**	\$27.50	
13 Compost and yard waste	Free	
14 Cardboard & recyclable materials (other than drywall and shingles)	Free	
15 E-Waste	Free	
16 Appliances - untagged refrigerators, freezers, dehumidifiers	\$21.00	
17 White Goods, other appliances	Free	
18 Tires	Free	
19 Reuse Store Items	Free	
20 Bale Wrap	Free	
21 Mattress	\$18.00	
22 Bag tags	\$2.50	
Bag Tags have no monetary value		

Ward Three

Residential Waste Only – All Vehicles must report to attendant

All Contractors/Commercial Haulers must report to Kincardine Waste Management Centre (Ward 2 Landfill)

1 Domestic Sorted Waste	\$45.00	/m3
2 Shingles, Drywall	\$45.00	/m3
3 Brush, Tree Branches *	Free	
4 Concrete Rubble/bricks/asphalt *	\$61.00	/m3
5 Appliances - untagged refrigerators, freezers, dehumidifiers	\$21.00	
6 Cardboard & recyclable materials (other than drywall and shingles)	Free	
7 E-Waste	Free	

All Active Landfills

1 Composters	At Cost
2 Digesters	At Cost
3 Blue Boxes	At Cost
4 Gate opening outside of regular hours – fee in addition to the applicable fee for items being landfilled	\$55.00

* Municipality Reserves Right to Limit Quantities

** Material being acceptable for use as cover material and dependent on demand requirements at any given time

SCHEDULE "E"

SCHEDULE 'L'
 2014 CONSOLIDATED RATES AND FEES BY-LAW
 By-law 2013-141
 Page 19 of 24

L SANITARY SEWER CAPITAL CHARGES

2014 Fee

Subject to
 Applicable
 Taxes

The charge referenced in a) and c) below will not apply in the case of a residential infill lot where a capital fee had previously been paid by means of old impost fees, frontage fees or where old existing documentation proves previous payment.

a. Capital contribution for capacity

Per each equivalent residential unit (ERU)

\$1,802.50

Building Unit

**estimated # of
 People per unit**

ERU

Single Detached Dwelling

2.5

1

Multi-unit

2

0.8

Apartment unit

1.5

0.6

Condo unit

1.5

0.6

Trailer Site in Trailer Park

1.5

0.6

I.C.I. Group – Industrial, commercial and institutional charges are site specific through site plan control.

Any property, which undertakes a re-zoning of its status, will be subject to a review of its contribution to capital as a condition of the development review.

b. Contribution to Sewer Reserve Fund

To be determined at time of connection based on existing per user amount on hand in the Sewer Reserve Fund

c. Sanitary Sewer Main Charge (Plus GST)

Property owner to pay Municipality's cost including administration related to installation of the sanitary sewer main and all appurtenances

d. Sanitary Sewer Lateral Charge (Plus GST)

Property owner to pay Municipality's cost including administration related to installation of the lateral from the sewer main to the property line.

SCHEDULE "E"

SCHEDULE 'M'
 2014 CONSOLIDATED RATES AND FEES BY-LAW
 By-law 2013-141
 Page 20 of 24

M WATER CAPITAL CHARGES

2014 Fee

Subject to
Applicable
Taxes

The charge referenced in a) and c) below will not apply in the case of a residential infill lot where a capital fee had previously been paid by means of old impost fees, frontage fees or where old existing documentation proves previous payment.

The charges referenced in a) to d) do not pertain to the Kincardine Water Treatment Plant Expanded Service Area that is governed under the water guiding principles dated August 30, 2002 as amended.

a. Capital contribution for capacity

Per each equivalent residential unit (ERU)

\$2,018.80

Building Unit	estimated # of People per unit	ERU
Single Detached Dwelling	2.5	1
Multi-unit	2	0.8
Apartment unit	1.5	1.5
Condo unit	1.5	0.6
Trailer Site in Trailer Park	1.5	0.6

I.C.I. Group – Industrial, commercial and institutional charges are site specific through site plan control.

Any property, which undertakes a re-zoning of its status, will be subject to a review of its contribution to capital as a condition of the development review.

b. Contribution to Water Reserve Fund (to be determined at time of connection based on existing per user amount on hand in the Water Reserve Fund)

c. Water Main Charge (Plus GST)

- Property owner to pay Municipality's cost including administration related to installation of the water main and all appurtenances

d. Water Lateral Charge (Plus GST)

- Property owner to pay Municipality's cost including administration related to installation of the lateral from the water main to the property line.

SCHEDULE "E"

SCHEDULE 'N'
 2014 CONSOLIDATED RATES AND FEES BY-LAW
 By-law 2013-141
 Page 21 of 24

N SANITARY SEWER OPERATING CHARGES

2014 Fee

Subject to
 Applicable
 Taxes

a. Residential – per unit, per year	\$373.00	
Apartments of 3 units or more - per unit, per year	\$298.40	
Commercial, Industrial, Nursing homes, Non-self contained units in shared accommodations, schools, churches – per unit, per year	the greater of 80% of the metered water charged for current year or \$373	
b. Industrial sewage in excess of 30.4 m3/month	\$0.77	/m3
c. Septage Fees		
Residents:		
i) Septic Tank	\$11.00	/c.m
ii) Holding Tank	\$5.50	/c.m
iii) Portable Toilet	\$5.50	/c.m
Non-Residents:		
i) Septic Tank	\$22.00	/c.m
ii) Holding Tank	\$11.00	/c.m
iii) Portable Toilet	\$11.00	/c.m

SCHEDULE "E"

SCHEDULE 'O'
 2014 CONSOLIDATED RATES AND FEES BY-LAW
 By-law 2013-141
 Page 22 of 24

O WATER OPERATING CHARGES

2014 Fee

Subject to
Applicable
Taxes

Kincardine Water Treatment Plant, Underwood, Scott's Point and Armow Water Supplies

a. Metered properties – Fixed rate per month:

Size of pipe

19 mm.	\$28.83
25 mm.	\$55.49
38 mm.	\$110.98
50 mm.	\$177.59
75 mm.	\$332.97
100 mm.	\$554.96
150 mm.	\$1,109.92

Plus Metered Rate:

\$0.81 /c.m

b. Rates for meters on fire hydrants:

Flat minimum

\$173.78

Plus

Metered rate

\$0.81 /c.m

c. Huron Twp. fire hydrant maint./rental

\$155.00

d. Rates for non-ratepayers

125%

Tiverton Water Supply

a. Metered properties – fixed rate per month

\$36.03

Plus

b. Metered Rate

\$1.04

All Supply Systems

a. Contribution to meter

\$116.00

b. Disconnect or reconnect

\$60.00

c. Refusal of meter

4 x Minimum Bill

d. Flat rate with permission of municipality

3 x Minimum Bill

SCHEDULE "E"

SCHEDULE 'P'
 2014 CONSOLIDATED RATES AND FEES BY-LAW
 By-law 2013-141
 Page 23 of 24

P Fire Department Fees	<u>2014 Fee</u>	<u>Subject to</u> <u>Applicable</u> <u>Taxes</u>
1 Fire Inspection (Home Inspection)	no charge	
2 Fire Inspection (request other than home inspection)	\$225.23	✓
3 Letters to Lawyer/Insurance Companies including file search for outstanding orders	\$60.18	✓
4 Air cylinder refills	\$7.44	✓
5 Fire hose rentals (one length) per day	\$25.67	✓
6 Copy of fire report	\$60.18	✓
7 Mechanical false alarms, per one truck for one hour	\$410.00 per truck/per hour	
8 Services rendered at an illegal incident to support OPP or RCMP	\$410.00/ hour for first hour/ truck, each additional half hour or part thereof \$205.00/truck	
9 Services rendered at a motor vehicle accident (non-resident MTO CALL)	\$410.00/ hour for first hour/ truck, each additional half hour or part thereof \$205.00/truck	
10 Kincardine or Tiverton Station Meeting Room - Half Day	\$67.53 \$45.05	✓ ✓
11 Open Burning Permit	\$10.00	
12 Smoke Detector	\$10.00	
13 Services Rendered at a Motor Vehicle Accident (Non Resident Call)	\$410.00/ hour for first hour/ truck, each additional half hour or part thereof \$205.00/truck	
14 Request fire extinguisher training of employees (Industrial/Commercial Occupancies) - minimum \$100.00 charge	\$10.00 /person minimum	
15 Fire response to property for burn complaint investigation with no current burn permit	\$106.00	
16 Fire response to property for burn complaint to extinguish fire with no current burn permit per hour for first hour per truck	\$410.00	
17 Cost incurred to retain a private contractor, rent/lease heavy or specialized equipment, specialized services and associated persons for purposes of minimizing fire spread, minimizing risk and damage to persons or property or determining the origin, cause, or circumstances of any fire or explosion	Actual costs including administration	
18 Propane Risk & Safety Management Plan Review (both a & b apply)		
a) Municipal Staff Review	\$47.75 /hour	
b) Third party reviews including but not limited to engineers and lawyers	Actual Costs including	
19 Indemnification Technology	In accordance with Indemnification Technology	

** There is no charge for the first 3 mechanical false alarms. The fee applies to the 4th and subsequent false alarms

SCHEDULE "E"

SCHEDULE 'Q'
2014 CONSOLIDATED RATES AND FEES BY-LAW
By-law 2013-141
Page 24 of 24

Q BEC Industrial Water & Waste Water

2014 Fee

Subject to
Applicable
Taxes

The industrial rates for Water, Sewer, Emergency Water and Meter Services for Roll Numbers 4108-260-001-17601, 4108-260-001-17603, 4108-260-001-17604, 4108-260-001-17615 and 4108-260-001-17617 located in the Municipality of Kincardine shall be as set forth below.

Industrial Water Rates:

Water Service	\$0.257 per m3
Emergency Water Meter Service	\$367.25/month

Industrial Sewer Service Rates:

The rate for sewage treatment service shall be:

Basic Sewer Service	\$1.589 per m3
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For those properties that do not have a sewage meter, sewage consumption shall be measured based on 90% of metered water consumption.

This by-law shall be subject to the provisions outlined in By-Law 1987-107 Control Waste Discharge.

SCHEDULE "F"

2014 Taxation By-law (No. 2014-024) and 2014 Taxation Amendment By-law (No. 2014-038)

[See attached]



BY-LAW

NO. 2014 – 038

BEING A BY-LAW TO AMEND BY-LAW NO. 2014-024: BEING A BY-LAW TO ADOPT THE ESTIMATES OF ALL SUMS REQUIRED DURING THE YEAR TO STRIKE THE RATES OF TAXATION FOR THE YEAR 2014

WHEREAS Section 290 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended provides that a local municipality shall in the year or the immediately preceding year, prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality;

AND WHEREAS Section 340 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that the treasurer of a local municipality shall prepare a tax roll for each year based on the last returned assessment roll for the year and that the treasurer shall collect the taxes once the tax roll has been prepared;

AND WHEREAS Section 342 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes municipalities to pass by-laws providing for the payment of taxes;

AND WHEREAS Council passed By-law No. 2014-024 to adopt the estimates of all sums required during the year to strike the rates of taxation for the year 2014;

AND WHEREAS By-law No. 2014-024 was passed before the proportions of enrolment between school boards were published by the Ministry of Education and was prepared using the 2013 proportions;

AND WHEREAS the amounts to be raised for the various school boards were cited as follows in the preamble:

Bluewater District School Board	3,755,215
Bruce Grey Separate School Board	447,308
Conseil scolaire de district des écoles Catholique Du Sud-Ouest	15,973
Conseil scolaire de district du Centre Sud-Ouest	4,245

AND WHEREAS Council deems it advisable to amend By-law No. 2014-024 to reflect the proportions published by the Ministry of Education in 2014;

NOW THEREFORE the Council of The Corporation of the Municipality of Kincardine **ENACTS** as follows:

1. THAT the amounts to be raised for the various school boards as cited in the preamble of By-law No. 2014-024 be amended as follows:

Bluewater District School Board	3,751,408
Bruce Grey Separate School Board	450,136
Conseil scolaire de district des écoles Catholique Du Sud-Ouest	16,831
Conseil scolaire de district du Centre Sud-Ouest	4,366

Page 2
2014 Taxation Amendment By-law
By-law No. 2014-038

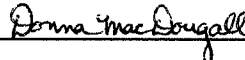
2. This By-law may be cited as the "2014 Taxation Amendment By-law".

READ a FIRST and SECOND TIME this 2nd day of April, 2014.

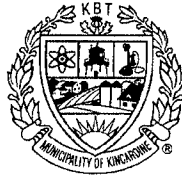
READ a THIRD TIME and FINALLY PASSED this 2nd day of April, 2014.



Mayor



Clerk



BY-LAW

NO. 2014 – 024

BEING A BY-LAW TO ADOPT THE ESTIMATES OF ALL SUMS REQUIRED DURING THE YEAR TO STRIKE THE RATES OF TAXATION FOR THE YEAR 2014

WHEREAS Section 290 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended provides that a local municipality shall in the year or the immediately preceding year, prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality;

AND WHEREAS Section 340 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that the treasurer of a local municipality shall prepare a tax roll for each year based on the last returned assessment roll for the year and that the treasurer shall collect the taxes once the tax roll has been prepared;

AND WHEREAS Section 342 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes municipalities to pass by-laws providing for the payment of taxes;

AND WHEREAS the amount of assessment entitled to benefit hereinafter referred to as Residential, Multi-Residential, Commercial, Industrial, Farm and Managed Forest are as follows:

Residential	\$1,333,232,153
Multi-residential	13,873,865
Commercial – Occupied	213,655,777
Commercial – Vacant	2,867,138
Industrial – Occupied	88,139,168
Industrial- Vacant	5,726,246
Farm	289,204,213
Managed Forest	<u>2,020,777</u>

Total Taxable Assessment **\$1,948,719,337**

Total Taxable Assessment for purpose of the BIA Levy **\$21,725,947**

AND WHEREAS the amounts to be raised are as follows:

Municipality of Kincardine	\$ 9,411,020
County of Bruce	7,067,974
Bluewater District School Board	3,755,215
Bruce Grey Separate School Board	447,308
Conseil scolaire de district des écoles Catholique Du Sud-Ouest	15,973
Conseil scolaire de district du Centre Sud-Ouest	4,245
Education Tax shared as PIL, retained by Kincardine	<u>2,495,743</u>

Total Taxes to be Raised **\$23,197,478**

BIA Total Taxes to be Raised **\$50,000**

SCHEDULE "G"

Form of Road Use Agreement

[See attached]

ROAD USE AGREEMENT

THIS ROAD USE AGREEMENT (“**Agreement**”) is made as of the 21 day of
May, 2014 (the “**Effective Date**”),

B E T W E E N:

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE, a municipal corporation under the *Municipal Act, 2001* (Hereinafter referred to as the “**Municipality**”)

OF THE FIRST PART

- AND -

SP ARMOW WIND ONTARIO LP, an Ontario limited partnership, by its general partner, **SP ARMOW WIND ONTARIO GP INC.** (Hereinafter referred to as “**SP Armow**”)

OF THE SECOND PART

WHEREAS SP Armow is developing an approximately 180 megawatt commercial wind energy project known as the Armow Wind Project (the “**Wind Project**”) substantially located in the Municipality of Kincardine (the “**Municipality**”) pursuant to a Power Purchase Agreement dated August 2, 2011 (as amended, the “**PPA**”), between the Ontario Power Authority and SP Armow;

AND WHEREAS SP Armow wishes to make use of certain Road Allowances, as hereinafter defined, to make deliveries of materials and components to, and to allow for construction, operation and maintenance of the Wind Project;

AND WHEREAS SP Armow may wish to temporarily modify the alignment of certain Road Allowances to permit delivery or movement of oversized Wind Project components, including wind turbine blades, tower sections and nacelles;

AND WHEREAS SP Armow also wishes to install, maintain and operate Electrical Infrastructure, as hereinafter defined, over, across, along, within or under certain Road Allowances pursuant to its statutory rights under the *Electricity Act, 1998*;

AND WHEREAS SP Armow also wishes to connect private access roads from Wind Project turbines to the Road Allowances to permit ongoing access to the turbines during Wind Project operations;

NOW THEREFORE IN CONSIDERATION of the undertakings and agreements hereinafter expressed by the Parties, the Municipality and SP Armow mutually covenant and agree as follows:

1. Interpretation

1.1 In this Agreement:

- (a) “**Abandon**” and “**Abandonment**” are defined in Section 9.1;
- (b) “**Alteration Work**” means Work involving or incidental to the alteration or relocation of Electrical Infrastructure and/or Entrances after the completion of the Installation Work;
- (c) “**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 to the extent, in each case, that the same are legally binding on the Parties in the context of this Agreement;
- (d) “**Commercial Operation Date**” means the Commercial Operation Date as defined in the PPA;
- (e) “**Decommissioning Work**” means Work involving or incidental to the removal of Electrical Infrastructure and/or Entrances;
- (f) “**Deliveries**” is defined in Section 2.1(a);
- (g) “**Effective Date**” is defined in the preamble hereof;
- (h) “**Electrical Infrastructure**” means infrastructure for the transmission and distribution of electricity, including a line or lines of towers or poles and wires or cables (whether above ground or buried), for the transmission or distribution of electrical energy, and all foundations, footings, cross arms and other appliances, facilities and fixtures for use in connection therewith including without limitation, vaults and junction boxes (whether above or below ground), manholes, handholes, conduit, fiber optics, cables, wires, 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, conduit, fiber optics, cables, wires and lines;
- (i) “**Electrical Work**” is defined in Section 2.1(c);
- (j) “**Entrance Work**” is defined in Section 2.1(b);
- (k) “**Entrances**” means points of access across and through the Road Allowances to be constructed by SP Armow, as applicable, from the travelled portion of the road allowance connecting to certain private access roads that lead to Wind Project turbines and other infrastructure;
- (l) “**Expiry Date**” is defined in Section 2.2;

- (m) **“Force Majeure”** is defined in Section 11.2;
- (n) **“Installation Work”** means Work involving or incidental to the installation, and construction of Electrical Infrastructure or Entrances;
- (o) **“Municipality”** is defined in the first recital;
- (p) **“Party”** means the Municipality or SP Armow as applicable and **“Parties”** means both the Municipality and SP Armow;
- (q) **“Plans”** is defined in Section 5.1;
- (r) **“Public Authority”** means any governmental, federal, provincial, regional, municipal or local body having authority over the Municipality, SP Armow, the Wind Project, the Electrical Infrastructure or the Road Allowances;
- (s) **“Repair Work”** means Work involving 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 Entrance to materially change;
- (t) **“Road Allowance(s)”** means the common and public highways located in the Municipality that are owned or managed by the Municipality, and shall include bridges, culverts or similar structures, ditches, driveways, sidewalks and sodded or other areas forming part of the Road Allowance and shall also include unopened Road Allowances;
- (u) **“Road Work”** is defined in Section 2.1(a);
- (v) **“Third Party Work”** is defined in Section 6.8;
- (w) **“Traffic Effects”** is defined in Section 4.3;
- (x) **“Tree Work”** is defined as cutting, trimming or removing trees or bushes growing in the Road Allowances;
- (y) **“Wind Project”** is defined in the first recital; and
- (z) **“Work”** means Deliveries, Road Work, Entrance Work, Tree Work, Repair Work, Decommissioning Work, Installation Work, Alteration Work and/or Electrical Work as defined herein.

1.2 The following schedules to this Agreement are integral parts of this Agreement:

Schedule “A” – Plan showing applicable Road Allowances

Schedule “B” – Form of Acknowledgement and Consent Agreement

- 1.3 Nothing contained in this Agreement shall constitute a waiver or release of either Party's obligation to comply with all valid and applicable Municipal by-laws, to the extent that such by-laws comply with Applicable Law, or abrogate or prejudice any statutory rights held by either Party under Applicable Law, including but not limited to the *Ontario Energy Board Act, 1998*, the *Municipal Act, 2001*, the *Green Energy Act, 2009* and the *Electricity Act, 1998* as amended.

2. Grant

- 2.1 For the duration of the term of this Agreement, the Municipality grants SP Armow the non-exclusive right to enter upon and use the Road Allowances identified on Schedule "A" of this Agreement with such persons, vehicles, equipment and machinery as may be necessary for purposes of:
- (a) transporting materials, components and equipment including overweight or over-size cargoes (subject to applicable seasonal load limitations) across or along Road Allowances to provide for the construction, operation, maintenance, repair, replacement, relocation or removal of wind turbines for the Wind Project ("**Deliveries**"), and temporarily reconstructing or re-aligning road sections, turns and intersections on the Road Allowances to permit the passage of said overweight or over-size cargoes ("**Road Work**");
 - (b) constructing, maintaining and using Entrances to private wind turbine access roads ("**Entrance Work**") provided that SP Armow shall first acquire at its own expense any property rights to private lands required for the Entrance Work and shall apply for and obtain an entrance permit for each Entrance and pay the fees for such permits, which shall not exceed the normal fees generally applicable to such applications and permits; and
 - (c) installing, constructing, operating, inspecting, maintaining, altering, enlarging, repairing, replacing, relocating and removing Electrical Infrastructure over, along, across, within or under the Road Allowances in connection with the Wind Project ("**Electrical Work**").
- 2.2 This Agreement shall become effective on the Effective Date and, unless earlier terminated, shall remain in effect until the Wind Project has been fully decommissioned and any necessary repair, reinstatement and restoration of the Road Allowances have been completed in accordance with Sections 4.4 of this Agreement ("**Expiry Date**").
- 2.3 SP Armow shall ensure that neither its Work nor its Electrical Infrastructure unduly interferes with the use of any Road Allowance by members of the public. SP Armow acknowledges that the rights granted hereunder are non-exclusive, are in the nature of a license and do not constitute a grant of easement or any other permission other than as expressed herein in writing. The Municipality represents that it:
- (a) has legal and beneficial title to the Road Allowances and full power and authority to grant the rights over the Road Allowances in the manner set out in this Agreement;

- (b) has obtained the full and unconditional due authorization, execution and delivery of this Agreement by all required resolutions and other required municipal approvals; and
- (c) 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.

- 2.4 As consideration for Municipal costs associated with the administration of this Agreement, SP Armow agrees to pay an Annual Payment to the Municipality of Five Thousand Dollars (\$5,000) per calendar year commencing on the Commercial Operation Date and ending on the expiry or earlier termination of this Agreement (the "Annual Payment"). The Annual Payment will be made within 90 days following the Commercial Operation Date and payments in subsequent years being made on or before June 30 of each year. The Annual Payment for the first year and the final year of the payment term will be prorated using the percentage that the number of days in such year, as applicable, is to 365 days.
- 2.5 The Municipality agrees, in the event it decides to permanently close or dispose of any Road Allowance, or any part of a Road Allowance, to give SP Armow reasonable advance written notice of such proposed closing or disposal and to grant and transfer to SP Armow, at no cost to SP Armow 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 SP Armow 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.
- 2.6 In the event that the Municipality decides to dispose of any Road Allowance or part thereof, 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 SP Armow, in a form acceptable to SP Armow 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.
- 2.7 In the event that the standard, condition or maintenance of any of the Road Allowances is not sufficient to permit SP Armow to carry out its desired operations, SP Armow shall be solely responsible for carrying out any required remedial work or maintenance, at its own expense, upon receiving approval in writing from the Municipality.
- 2.8 SP Armow acknowledges that the winter and year-round maintenance of the Road Allowances is, and will continue to be, limited and that the Municipality does not provide twenty-four (24) hour snow clearance on any of the Road Allowance. SP Armow agrees that the Municipality shall not in any way be responsible for plowing or maintaining any of the Road Allowances to a condition to permit SP Armow operations hereunder.

- 2.9 In the event that SP Armow chooses to provide, and the Municipality chooses to permit, winter maintenance of a Road Allowance that the Municipality would not otherwise maintain during the winter season, SP Armow shall ensure that it maintains said Road Allowance to a standard that will ensure public safety at all times and to the satisfaction of the Municipality. Without limiting any other provision of this Agreement, SP Armow shall save harmless and indemnify the Municipality, its servants, officers, councillors and agents from all demands, losses, damages, costs, charges, and expenses which may be claimed or recovered against the Municipality by any person or persons as a result of SP Armow's negligence or wilful misconduct in respect of its maintenance of any Road Allowances for the winter season under the terms of this Agreement.

3. Conditions Precedent to Commencement of Work

- 3.1 SP Armow shall not commence any Work unless and until it has obtained a Renewable Energy Approval (REA) from the Ministry of the Environment (MOE) pursuant to the provisions of the *Environmental Protection Act* and applicable regulations thereunder, provided that any appeal or other ongoing litigation with respect to the REA, as issued by MOE, shall not affect or limit the right of SP Armow to commence or continue any Work.
- 3.2 Prior to the commencement of any Work, SP Armow shall arrange for and maintain liability insurance satisfactory to the Municipality, acting reasonably, insuring, for the joint benefit of SP Armow, any lender(s) to SP Armow and the Municipality as additional insured, as against all claims, liabilities, losses, costs, damages or other expenses of every kind that SP Armow, such lender(s) and the Municipality may incur or suffer as a consequence of personal injury, including death, and property damage arising out of or in any way incurred or suffered in connection with the Work as contemplated by this Agreement, which insurance, at a minimum, shall provide coverage with limits of liability not less than Ten Million Dollars (\$10,000,000) per incident until the Wind Project commences commercial operation and Five Million Dollars (\$5,000,000) per incident thereafter. SP Armow shall satisfy the Municipality, from time to time upon reasonable request by the Municipality, that the premiums of such insurance have been paid and that such insurance is in full force and effect.
- 3.3 Immediately prior to the commencement of any Installation Work, Alteration Work or Decommissioning Work, SP Armow and the Municipality shall inspect the surfaces, ditches, and any bridges, culverts, or similar structures within the Road Allowances that SP Armow expects will or may be used for, affected by, or otherwise subject to such Work and document to the satisfaction of the Municipality acting reasonably, by means of a video recording made by an independent consultant to be agreed upon by both Parties, and/or any other means satisfactory to the Municipality acting reasonably, the then-existing condition of all such Road Allowances, and both Parties shall receive a complete copy of such document. SP Armow shall pay all costs of inspection and documentation thereof, provided that SP Armow's prior written consent shall be required for any expenditure in excess of \$20,000 (per occurrence) for this purpose.
- 3.4 Immediately after the completion of any Installation Work, Alteration Work or Decommissioning Work, SP Armow and the Municipality shall inspect the surfaces,

ditches, and any bridges, culverts, or similar structures within the Road Allowances that SP Armow's Work used or affected and document to the satisfaction of the Municipality acting reasonably, by means of a video recording made by an independent consultant to be agreed upon by both Parties, and/or any other means satisfactory to the Municipality acting reasonably, the then-existing condition of all such Road Allowances, and both Parties shall receive a complete copy of such document. SP Armow shall pay all costs of this post-Work inspection and documentation thereof, provided that SP Armow's prior written consent shall be required for any expenditure in excess of \$20,000 (per occurrence) for this purpose.

- 3.5 Where Installation Work, Alteration Work or Decommissioning Work is being carried out over the course of more than one building season and there is a planned break in the continuance of such work of longer than thirty (30) days, immediately following completion of such work for that calendar year, SP Armow shall ensure that a post-Work inspection is carried out in accordance with Section 3.4 and immediately before restarting such work in the next calendar year, SP Armow shall ensure that a pre-Work inspection is carried out in accordance with Section 3.3 of this Agreement.
- 3.6 During the periods that Installation Work, Alteration Work or Decommissioning Work is being carried out, the Proponent shall, on a weekly basis, inspect the subject Road Allowances and provide to the Municipality written communication describing changes, if any, to the condition of the Road Allowances caused by the performance of such Work including notification of any change requiring repairs or maintenance. SP Armow shall be responsible for completing any required repairs in accordance with Sections 4.4 of this Agreement.
- 3.7 Prior to the commencement of any Installation Work, SP Armow shall provide an irrevocable letter of credit or cash deposit in the form of a bank draft or certified cheque (as elected by SP Armow) to the Municipality in the amount of Two Million Dollars (\$2,000,000) to guarantee SP Armow's performance of its obligations under Sections 4.4 of this Agreement. The quantum of the foregoing security shall be a fixed amount and is based upon SP Armow's usage of approximately 180km of Road Allowances under the jurisdiction of the Municipality. The Municipality shall have the right to draw upon such security for the purpose of making repairs to the Road Allowances if SP Armow has failed to meet its obligations in Section 4.4 of this Agreement. The Municipality shall refund or release any undrawn security to SP Armow no later than eighteen (18) months after the completion of all Installation Work or completion of any repair, reinstatement or restoration work required pursuant to Section 4.4 of this agreement, whichever is later.
- 3.8 Prior to the commencement of any Alteration Work or Decommissioning Work, SP Armow shall provide an irrevocable letter of credit or cash deposit in the form of a bank draft or certified cheque (as elected by SP Armow) to the Municipality in an amount to the satisfaction of the Municipality, which amount shall be equal to 100% of the estimated costs of the performance of the obligations under Sections 4.4 and 9.3 of this Agreement. The Municipality shall have the right to draw upon such security for the purpose of making repairs to the Road Allowances if SP Armow has failed to meet its obligations in Section 4.4 of this Agreement and/or to draw upon such security for the purpose of removing

Abandoned overhead Electrical Infrastructure if SP Armow has failed to meet its obligations in Section 9.3 of this Agreement. The Municipality shall refund or release any undrawn security to SP Armow no later than eighteen (18) months after the completion of the Alteration or Decommissioning Work, or completion of any repair, reinstatement or restoration work required pursuant to Section 4.4 of this agreement, whichever is later.

- 3.9 On execution of this Agreement, SP Armow shall deposit with the Municipality a cash deposit in the amount of Fifty Thousand Dollars (\$50,000) to be drawn on to reimburse all actual and verifiable in-house and external administration costs and other related expenses incurred by the Municipality in connection with this Agreement, including reasonable legal, engineering and inspection costs up to the Commercial Operation Date. In the event that the expenses of the Municipality exceed the amount of the deposit, the Municipality shall demand payment from SP Armow. Should SP Armow fail to make such payment within thirty days (30) of such demand, the Municipality may, without notice to SP Armow, draw on the security held pursuant to Sections 3.7 of this Agreement. Subsequent to the commencement of the Annual Payment, and subject to all invoices having been paid, the Municipality shall promptly remit remaining monies of the deposit, if any, to SP Armow; provided, however, that the deposit provided for under this Section 3.9 shall be returned to SP Armow, in any case, no later than the date which is six (6) months following the Commercial Operation Date.

4. Work Generally

- 4.1 Notwithstanding and without limiting any other term hereof, SP Armow agrees and undertakes that it will perform the Work at its own expense in accordance with the locations set forth in Schedule "A" attached hereto and the Plans submitted by SP Armow and approved by the Municipality pursuant to Section 5 of this Agreement, as may be amended from time to time, and in compliance with good engineering practices, this Agreement and Applicable Law.
- 4.2 SP Armow agrees that all work carried out by SP Armow or its agents under this Agreement shall be carried out expeditiously in a good and workmanlike manner, in accordance with good engineering and trade practice and so as to cause a minimum of nuisance or disruption to any other person. SP Armow shall take all necessary and reasonable precautions to minimize dust, noise or traffic disturbances.
- 4.3 Notwithstanding and without limiting any other term hereof, the Parties acknowledge that the Work from time to time may require the temporary modification of traffic patterns or the imposition of temporary restrictions on public access to or use of the Road Allowances ("**Traffic Effects**"). SP Armow agrees to:
- (a) give five (5) business days' notice of anticipated Traffic Effects to the Municipality and to coordinate with the Municipality and local emergency services to minimize and mitigate any adverse impacts of the Traffic Effects and to ensure public safety; and

- (b) to the satisfaction of the Municipality, acting reasonably, maintain adequate public access to and use of the Road Allowances while Work is in progress and to remove the Traffic Effects as soon as reasonably possible following the completion of the Work;
 - (c) obtain consent from the Municipality (which consent shall not reasonably be withheld) in advance of undertaking any Work pursuant to this paragraph.
- 4.4 SP Armow 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 to undertake any Work, or in the event that SP Armow's use of the Road Allowances in connection with any Work causes any damage to the Road Allowances, reasonable wear and tear excepted, SP Armow will in all cases repair, reinstate and restore the Road Allowances forthwith to the same or better condition which existed prior to the commencement of such Work to the satisfaction of the Municipality, acting reasonably. Further thereto, SP Armow also agrees that it shall thereafter, for a period of eighteen (18) months following completion of the repair, reinstatement and restoration of the Road Allowance, monitor that portion of such restored Road Allowances, at the sole expense of SP Armow, and repair any settling thereof caused by the Work, to the satisfaction of the Municipality, acting reasonably. In the event that SP Armow shall fail to repair, reinstate and restore such Road Allowances, and fails to undertake such work within ninety (90) days of written notice of such failure from the Municipality, then in such case, the Municipality may undertake the same and charge the reasonable costs thereof to SP Armow or draw upon the security provided in accordance with Section 3.7 or 3.8 of this Agreement for the purpose of making repairs.
- 4.5 If repairs are made to the Road Allowance as required by Section 4.4, in addition to the post-Work inspection required immediately after the Work by section 3.4, SP Armow shall at a date no earlier than fourteen (14) months following the repair ensure that a second post-Work inspection is carried out in accordance with section 3.4 of this Agreement.
- 4.6 The Parties agree to cooperate with each other and with local emergency services and other local utilities to develop and adopt protocols applicable in the event of an emergency involving the Electrical Infrastructure or the Work prior to the commencement of any Installation Work.
- 4.7 Notwithstanding any other provision of this Agreement, in the event of any emergency involving the Work or Electrical Infrastructure, SP Armow shall notify the local emergency services 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 such purpose. For the purposes of this provision, "emergency" shall mean a sudden unexpected occasion or combination of events necessitating immediate action. As soon as practical after the emergency is discovered, SP Armow shall advise the Municipality by telephone and keep the Municipality advised through the emergency. If it becomes necessary for SP Armow to exercise its emergency powers under this paragraph, SP Armow shall forthwith make a written report to the Municipality of what work was done and the further work to be undertaken, if any, and seek the approval of the Municipality for the further work.

4.8 Notwithstanding the foregoing, SP Armow shall not be required to carry out and shall not be responsible for any costs associated with any maintenance, repairs or restoration of any road allowances or other property owned or controlled by the Municipality, other than those Road Allowances identified in Schedule "A" of this Agreement (as may be amended from time to time) or any other Road Allowances actually made subject to any Work by SP Armow.

5. Installation Work, Alteration Work and Decommissioning Work

5.1 Prior to the commencement of Installation Work, Alteration Work or Decommissioning Work, SP Armow shall file detailed plans for the approval of the Municipality that identify the affected Road Allowances, the location, size, elevation and scope of the Work, including Delivery routes and timelines, and demonstrate that the Work will comply with applicable safety, technical and regulatory standards and the requirements of Applicable Law ("Plans").

5.2 The parties acknowledge and agree that the following persons 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: Director of Public Works

Building/Permits/Planning: Director of Building and Planning

Other Issues arising from Agreement: Chief Administrative Officer

The above noted Officials are authorized to approve the Plans and to the extent mutually agreed in writing between the Parties, make minor amendments to the terms of this agreement on behalf of the Municipality, consistent with its purpose, to carry out the intent of this agreement. Any proposed changes which are not minor in nature must be brought to the Municipality's Council for review and ratification before they will be binding upon the Municipality. It is acknowledged and agreed that any change to the identification of the Road Allowances as set forth in Schedule "A" hereto shall be deemed to be a minor change and within the scope of the above noted Officials to approve.

5.3 The Municipality shall review the Plans, which review shall be completed within 30 business days for Plans relating to Installation Work, within 10 days for Plans relating to Alteration Work, and within a reasonable time for Plans related to Decommissioning Work, and thereafter either approve the Plans or advise SP Armow in writing of any modifications or amendments to the Plans that the Municipality may seek and the reasons therefor. During its review of the Plans the Municipality shall be entitled to take into consideration any specific bona fide municipal or engineering interest affected by the Plans. The Municipality agrees that it shall not unreasonably withhold, condition or delay consent to the Plans to the extent that such plans are in compliance with applicable safety, technical and regulatory standards, the requirements of Applicable Law and the other provisions of this Agreement.

5.4 SP Armow shall not proceed with the Installation Work, Alteration Work or Decommissioning Work before receiving:

- (a) written approval of the Plans from the Municipality, which approval shall not be unreasonably delayed, conditioned or withheld; and
 - (b) approval to proceed with the Installation Work or Alteration Work from any other Public Authority having jurisdiction over the Work, to the extent that Applicable Law requires such approval prior to the commencement of Installation Work or Alteration Work.
- 5.5 The Parties agree that for Installation Work or Alteration Work involving the construction or relocation of Entrances, SP Armow shall submit, as part of the Plans required pursuant to Section 5.1 of this Agreement, detailed drawings of such Entrances and shall pay the standard fees as per the Municipality's Consolidated Rates and Fees By-law.
- 5.6 SP Armow agrees to notify, prior to commencing Installation Work, Alteration Work or Decommissioning Work, any other person, entity or body operating any equipment, installations, utilities or other facilities within the Road Allowances or in the vicinity of the Road Allowances where Work is to be conducted, of the details of the anticipated Work so as to minimize the potential interference with or damage to such existing equipment, installations, utilities, and other facilities by the said Work and so as to maintain the integrity and security thereof.
- 5.7 In the event that physical features of the Road Allowances or other obstacles or circumstances frustrate the ability of SP Armow to complete the Installation Work, Alteration Work or Decommissioning Work in substantial compliance with the Plans approved by the Municipality, or render substantial compliance with the Plans commercially unreasonable, SP Armow and the Municipality agree to work together to find commercially reasonable, mutually acceptable solutions, and SP Armow agrees to revise the relevant Plans and submit such revised Plans for review by the Municipality. The Municipality agrees to expedite the review of such revised Plans and shall not impose unreasonable conditions on, or unreasonably withhold its approval of, such revised Plans.
- 5.8 SP Armow agrees to deposit as-built drawings and plans with the Municipality within one hundred eighty (180) days after the completion of Installation Work and/or Alteration Work showing the location and specifications of any Electrical Infrastructure installed over, along, across, under or within the Road Allowances and the location and specifications of any Entrances constructed pursuant to this Agreement.

6. Electrical Work

- 6.1 Subject to Section 41 of the *Electricity Act* (Ontario), the Developer confirms that all low-voltage collector lines located on private property and municipal roads carrying electricity from the Project's wind turbines shall be located underground, unless the Developer can demonstrate to the reasonable satisfaction of the Municipality that it is not feasible to construct such lines underground, giving consideration to safety, space, limitation, existing or anticipated rights of way or easements, streams, trees, wetlands, non-permitted controlled land, current infrastructure and future municipal developments, as mutually determined by the Developer and the Municipality, acting reasonably. The

Developer shall work with the Municipality in considering the design and location of the Project's lines, including the burial thereof. Any Plans submitted by SP Armow in connection with Electrical Work shall identify the locations in which SP Armow proposes to install above-grade Electrical Infrastructure and shall set out the reasons therefor. The Municipality agrees that it shall not unreasonably refuse to approve above-grade installation if warranted by local conditions.

6.2 If buried Electrical Infrastructure routes need to cross the travelled surface of the Municipality's roads, such crossings shall be constructed by boring underneath the roads instead of breaking open the surface of the roads, provided that SP Armow shall be entitled to utilize alternate construction methods for Electrical Work located between the roadside drainage ditch and the boundary of the Road Allowance of such Road Allowances, including without limitation utility plowing for buried cables. If buried Electrical Infrastructure routes need to cross the travelled surface of a road in a location where a boring is not possible for technical, right-of-way or environmental reasons, SP Armow shall seek the permission of the Municipality with respect to installing the Electrical Infrastructure through an open cut. The Municipality agrees that it shall not unreasonably refuse to approve an open cut installation for such road crossings if required by local conditions. SP Armow further agrees that all reasonable efforts will be made to install the Electrical Infrastructure, to the satisfaction of the Municipality:

- (a) in a defined corridor between the roadside drainage ditch and the boundary of the Road Allowance unless otherwise approved by the Municipality, such approval not to be unreasonably withheld;
- (b) at appropriate depths and/or elevations within the relevant Road Allowance so as to avoid conflicts with other existing infrastructure, to the satisfaction of the Municipality, acting reasonably; and
- (c) in consistent locations within the Road Allowances such that the number of road crossings is minimized, to the satisfaction of the Municipality, acting reasonably.

6.3 SP Armow acknowledges and agrees that its rights under this Agreement to install Electrical Infrastructure over, along, across, within or under the Road Allowances are subject to the following rights:

- (a) the right of free use of the Road Allowances by all persons or parties otherwise entitled to such use;
- (b) the rights of the owners of the property adjoining any relevant Road Allowance to full access to and egress from their property and adjacent rights-of-way, highways, streets or walkways and the consequential right of such persons or parties to construct crossings and approaches from their property to any such right-of-way, highway, street, or walkway, subject to any necessary approvals from Public Authorities; and
- (c) the rights and privileges that the Municipality may have previously granted to any other person or party to such Road Allowance or lands.

- 6.4 SP Armow agrees at its sole expense to:
- (a) mark the location of Electrical Infrastructure installed by SP Armow within the Road Allowances with appropriate markings to the satisfaction of the Municipality, acting reasonably;
 - (b) participate in the “One Call” system to facilitate ongoing notice to the public of the location of the Electrical Infrastructure; and
 - (c) upon request of the Municipality through its officials or authorized agents, or otherwise, properly and accurately identify the location of any Electrical Infrastructure within the Municipality, such reports to identify the depth of the relevant portion of the Electrical Infrastructure, such request to be made in writing to SP Armow with advance notice of ten (10) business days prior to the Municipality or a third party commencing work that may conflict with the Electrical Infrastructure.
- 6.5 The Parties agree and acknowledge that SP Armow shall be entitled to relocate installed Electrical Infrastructure or Entrances on its own initiative by complying with the terms of this Agreement respecting Alteration Work.
- 6.6 In the event that the Municipality, acting reasonably and with diligence, deems it necessary that installed Electrical Infrastructure or Entrances be modified or relocated (the “**Relocation**”), then provided that the Municipality offers or otherwise confirms its agreement to a reasonable alternate location or locations within which SP Armow may install such Electrical Infrastructure or Entrances and each such location is reasonably proximate to the original location of the Electrical Infrastructure or Entrances, as applicable, the required Alteration Work and/or Installation Work shall be conducted by SP Armow, within a reasonable period of time (but in any event not less than one hundred eighty (180) days), in accordance with the terms of this Agreement respecting Alteration Work and/or Installation Work, and subject to Sections 6.7 and 6.8, the Municipality shall reimburse SP Armow the full cost (100%) of such Work if the request is made by the Municipality within the initial five (5) years after the date that the Municipality has approved the applicable Plan pursuant to Section 5, and one-half (50%) of the costs of such Work for the remainder of the term of this Agreement.
- 6.7 In the event that the Relocation is required by Kincardine’s Drainage Superintendent to deal with a drainage problem caused by SP Armow or its agents or contractors the full cost (100%) of such Work shall be borne by SP Armow.
- 6.8 In the event that the Municipality, acting reasonably and with diligence, deems it necessary that installed Electrical Infrastructure or Entrances be modified or relocated as a result of work or uses undertaken or proposed by any third party (“**Third Party Work**”), the required Alteration Work and/or Installation Work shall be conducted by the SP Armow in accordance with the terms of this Agreement respecting Alteration Work and/or Installation Work, and the full cost (100%) of such Work shall be borne solely by the third party. Notwithstanding the foregoing, the Municipality agrees that it will not permit such

Third Party Work, without the approval of SP Armow, if such Third Party Work would adversely affect the Work, the Wind Project or the exercise of SP Armow's rights under this Agreement. The Municipality agrees to give the SP Armow one hundred eighty (180) 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 (100%) of the Alteration Work and/or Installation Work and indemnify the SP Armow against all claims and liabilities arising from the required Alteration Work and/or Installation Work as a condition precedent to any grant, permit or approval from the Municipality for the Third Party Work.

7. Repair Work

- 7.1 SP Armow shall be entitled to conduct Repair Work without prior approval of the Municipality provided that:
- (a) all Repair Work complies with the requirements of Section 4 and 5 of this Agreement; and
 - (b) SP Armow gives at least five (5) business days' notice to the Municipality that Repair Work will occur if such Repair Work:
 - (i) will have or is likely to have Traffic Effects;
 - (ii) will involve or is likely to involve Tree Work as defined hereinafter, and/or
 - (iii) could present a danger to public health and safety.

8. Tree Work

- 8.1 In the event that SP Armow, acting reasonably, deems it necessary for purposes of undertaking and completing Work, to cut, trim or remove trees or bushes growing in the Road Allowances, SP Armow shall be entitled to conduct the necessary Tree Work provided SP Armow first provides a Tree Preservation / Replacement Plan for Municipal approval in respect of the Tree Work in advance of undertaking such Tree Work and makes reasonable efforts to minimize the amount of Tree Work. In the event that trees are removed from within the Road Allowances, SP Armow 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 in accordance with Section 4.4 of this Agreement.
- 8.2 In the event that Tree Work involves removal of trees from the Road Allowance, SP Armow shall replace such trees at SP Armow's sole expense, in accordance with the following protocol, to the satisfaction of the Municipality, unless otherwise agreed to by the Municipality:
- (a) Trees below 7.5 cm dbh (diameter at breast height) will not be replaced;
 - (b) Trees 7.5 cm dbh or greater but less than 15 cm dbh will be replaced at a ratio of two (2) trees for each tree removed;

- (c) Trees 15 cm dbh or greater but less than 30 cm dbh will be replaced at a ratio of three (3) trees for each tree removed; and
- (d) Trees greater than 30 cm dbh will be replaced at a ratio of five (5) trees for each tree removed;
- (e) The locations for the replacement trees shall be determined by the Municipality.

9. Abandonment and Decommissioning of Electrical Infrastructure

- 9.1 The Parties agree that SP Armow may from time to time during the term of this Agreement, permanently discontinue the use of (“Abandon” and “Abandonment”) all or any part of the Electrical Infrastructure that is located within the Road Allowance. SP Armow shall give written notice of any Abandonment to the Municipality at least sixty (60) days prior to such Abandonment, specifying the part of the Electrical Infrastructure that will be Abandoned.
- 9.2 If SP Armow Abandons any part or all of the Electrical Infrastructure located within the Road Allowance, SP Armow shall deactivate all Abandoned Electrical Infrastructure and certify to the Municipality that such Abandoned Electrical Infrastructure has been deactivated within sixty (60) days of its Abandonment.
- 9.3 If SP Armow Abandons any part or all of its overhead Electrical Infrastructure that is located within the Road Allowance and is not shared with Hydro One or other utilities, SP Armow shall, at its sole expense, remove that part of its overhead Electrical Infrastructure in accordance with a Decommissioning Plan submitted by SP Armow a minimum of one hundred and eighty (180) days prior to its Abandonment and approved by the Municipality pursuant to Section 5 of this Agreement, failing which, the Municipality shall have the right to draw upon the security provided pursuant to Section 3.8 of this Agreement for the purpose of removing this Abandoned overhead Electrical Infrastructure and SP Armow shall have no recourse against the Municipality for any loss, expense or damages occasioned thereby.
- 9.4 A minimum of one hundred and eighty (180) days prior to SP Armow Abandoning any underground Electrical Infrastructure that is located within the Road Allowance, SP Armow shall consult with the Municipality in good faith to come to an agreement with respect to removing such Abandoned underground Electrical Infrastructure or leaving it in place within the Road Allowances. If any such Abandoned underground Electrical Infrastructure that is left in place comes to interfere with any construction, alteration, work or improvement undertaken by the Municipality, the Municipality may, at its sole cost and expense, remove and dispose of so much of the Abandoned and deactivated part of the Electrical Infrastructure as the Municipality may require for such purposes and neither Party shall have recourse against the other for any loss, expense or damages occasioned thereby.
- 9.5 The Parties agree that the principles for decommissioning of electrical infrastructure within municipal road allowances articulated in the Decommissioning Plan Report referenced in

Conditions A5 and A6 of the Renewable Energy Approval for the Project will apply to the Decommissioning Work. The Parties also agree and acknowledge that the aforementioned Decommissioning Plan Report does not relieve SP Armow of the obligation to file detailed Plans for the approval of the Municipality in accordance with Section 5.1 of this Agreement.

- 9.6 Any Abandoned Electrical Infrastructure that is finally left in place upon the completion of decommissioning shall become the property of the Municipality.

10. Assignment

- 10.1 SP Armow 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 SP Armow to assign this Agreement to an affiliated or successor entity, or to a buyer of all or part of SP Armow's interest in the Wind Project, provided that all payments due 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 (as hereinafter defined) 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 SP Armow shall not be considered an assignment by SP Armow of this Agreement or of any of SP Armow's rights and obligations under this Agreement.
- 10.2 For greater certainty, SP Armow shall be entitled to assign this Agreement and all of its rights thereunder without the consent of the Municipality to SP Armow's lenders ("**Secured Parties**" or "**Secured Party**" as applicable) as security for SP Armow's obligations to such Secured Parties which shall be further entitled to assign this Agreement and SP Armow's rights thereunder in connection with an enforcement of their security. The Municipality hereby agrees to execute and deliver an Acknowledgement and Consent Agreement in favour of any applicable Secured Party or assignee thereof, in the form attached as Schedule "B", or as may otherwise be agreed.
- 10.3 SP Armow shall be entitled, with the written consent of the Municipality, which may not be unreasonably withheld or conditioned, to assign this Agreement to a transferee of the Wind Project other than an affiliated or successor company, and SP Armow shall thereupon be released from any and all obligations under this Agreement from and after the date of such assignment, provided that such assignee has agreed in writing with the Municipality, in a form acceptable to the assignee and the Municipality both acting reasonably, to be bound by the provisions of this Agreement from and after the date of the assignment.

11. Default

11.1 If a Party shall commit a breach of or omit to comply with any of the provisions of this Agreement (the “**Defaulting Party**”), the other Party (the “**Complainant**”) may give the Defaulting Party notice in writing specifying the breach complained of and indicating the intention of the Complainant to terminate this Agreement unless the Defaulting Party shall have remedied the breach within the period mentioned in the notice, which period shall be not less than sixty (60) days. If the Defaulting Party shall have within such notice period commenced to remedy the breach and has diligently pursued the remedying thereof, the Defaulting Party shall be allowed one hundred and fifty (150) days after the expiry of the original notice period to remedy the breach. After the expiration of the later of the applicable periods, this Agreement may, at the option of the Complainant, be terminated in which case the rights and obligations of the Parties shall be determined in accordance with Applicable Law.

11.2 Whenever, and to the extent that a Party will be unable to fulfil or will be delayed or restricted in the fulfillment of any obligation under any provision of this Agreement by reason of:

- (a) strikes;
- (b) lock-outs;
- (c) war or acts of military authority;
- (d) rebellion or civil commotion;
- (e) material or labour shortage not within the control of the affected Party;
- (f) fire or explosion;
- (g) flood, wind, water, earthquake, or other casualty;
- (h) changes in Applicable Law not within the control of the affected Party, including the revocation by any Public Authority of any permit, privilege, right, approval, licence or similar permission in respect of 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 the doing or performance of acts or things required to be done or performed.

12. Dispute Resolution

- 12.1 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. However, if the Parties do not resolve the Dispute within thirty (30) days following receipt of such 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*.
- 12.2 The arbitration tribunal shall consist of one arbitrator appointed by mutual agreement of the Parties or, if the Parties fail to agree on an arbitrator within ten (10) days after receipt of the Arbitration Notice, then either Party may apply to a judge of the Superior Court of Justice to appoint an arbitrator. The arbitrator shall be qualified by education and training to pass upon the matter to be decided.
- 12.3 The arbitration shall be conducted in English and shall take place in London, Ontario or another place mutually agreed upon by the Parties.
- 12.4 The arbitration award shall be given in writing and shall address the question of costs of the arbitration and all related matters. The arbitration award shall be final and binding on the Parties as to all questions of fact and shall be subject to appeal only with respect to matters of law or jurisdiction.
- 12.5 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.

13. Further Assurances

- 13.1 Each of the Parties covenants 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.

14. Liability

- 14.1 SP Armow hereby acknowledges that its performance of the Work and operation of the Electrical Infrastructure and Wind Project are entirely at its own risk and the Municipality shall in no way and in no circumstances be responsible or liable to SP Armow, its

contractors, agents, or customers for any damage or losses in consequence thereof, regardless of how such damage or loss was suffered or incurred, other than damage or loss arising out of the negligence of, or a breach of this Agreement by, the Municipality, anyone directly or indirectly employed by the Municipality, or anyone for whose acts the Municipality is in law responsible.

- 14.2 SP Armow shall indemnify and hold harmless the Municipality from and against all claims, liabilities, losses, costs, damages or other expenses of every kind that the Municipality may incur or suffer as a consequence of personal injury, including death, and property damages arising out of the negligent performance of any Work or the willful misconduct of SP Armow or those for whom it is in law responsible in connection with the Work on the Road Allowances.
- 14.3 The Parties agree and acknowledge that no relationship is formed between the Parties in the nature of a joint venture, partnership, co-ownership arrangement or other similar relationship.

15. Notice

- 15.1 All notices, communications and requests for approval which may be or are required to be given by either party to the other herein shall be in writing and shall be given by delivery by courier or by facsimile addressed or sent as set out below or to such other address or facsimile number as may from time to time be the subject of a notice:

To the Municipality:

The Corporation of the Municipality of Kincardine
1475 Concession 5 Road
Kincardine, ON N2Z 2X6

Attention: Director of Public Works
Facsimile: 519-396-8288

To SP Armow:

c/o Samsung Renewable Energy Inc.
55 Standish Court, 9th Floor
Mississauga, ON
L5R 4B2

Attention: General Counsel
Facsimile: 905-285-1852

With a copy to:

c/o Pattern Renewable Holdings Canada ULC
Pier 1, Bay 3

San Francisco, CA 94111

Attention: General Counsel
Facsimile: 415-362-7900

- 15.2 Any notice, if delivered by courier, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile with confirmation of transmission, shall be deemed to have been validly and effectively given and received on the day it was received, whether or not such day is a business day.

16. Governing Law

- 16.1 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.

17. Miscellaneous

- 17.1 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.
- 17.2 This Agreement and the rights granted hereunder shall extend to, benefit and bind the parties hereto, their respective successors and permitted assigns.
- 17.3 The invalidity or unenforceability of any provision contained in this Agreement shall affect the validity or enforceability of such provision or covenant only and any such invalid provision shall be deemed to be severable from the balance of this Agreement, which shall be enforced to the greatest extent permitted by law.
- 17.4 No supplement, modification, amendment, or waiver of this Agreement shall be binding unless executed in writing by the Parties.
- 17.5 SP Armow shall reimburse the Municipality for all reasonable professional fees it has incurred prior to the execution of this Agreement in connection with the review of this Agreement: up to a maximum of \$30,000. Any professional fee expenses in connection with this Agreement incurred by the Municipality after execution of this Agreement and before the Commercial Operation Date shall be reimbursed by SP Armow pursuant to Section 3.9 of this Agreement.
- 17.6 All references to “including” in this Agreement means “including without limitation”.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the date stated at the beginning of this Agreement.

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE



Name: Larry Kraemer
Title: Mayor.

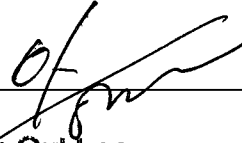


Name: Murray Clarke
Title: CAO.

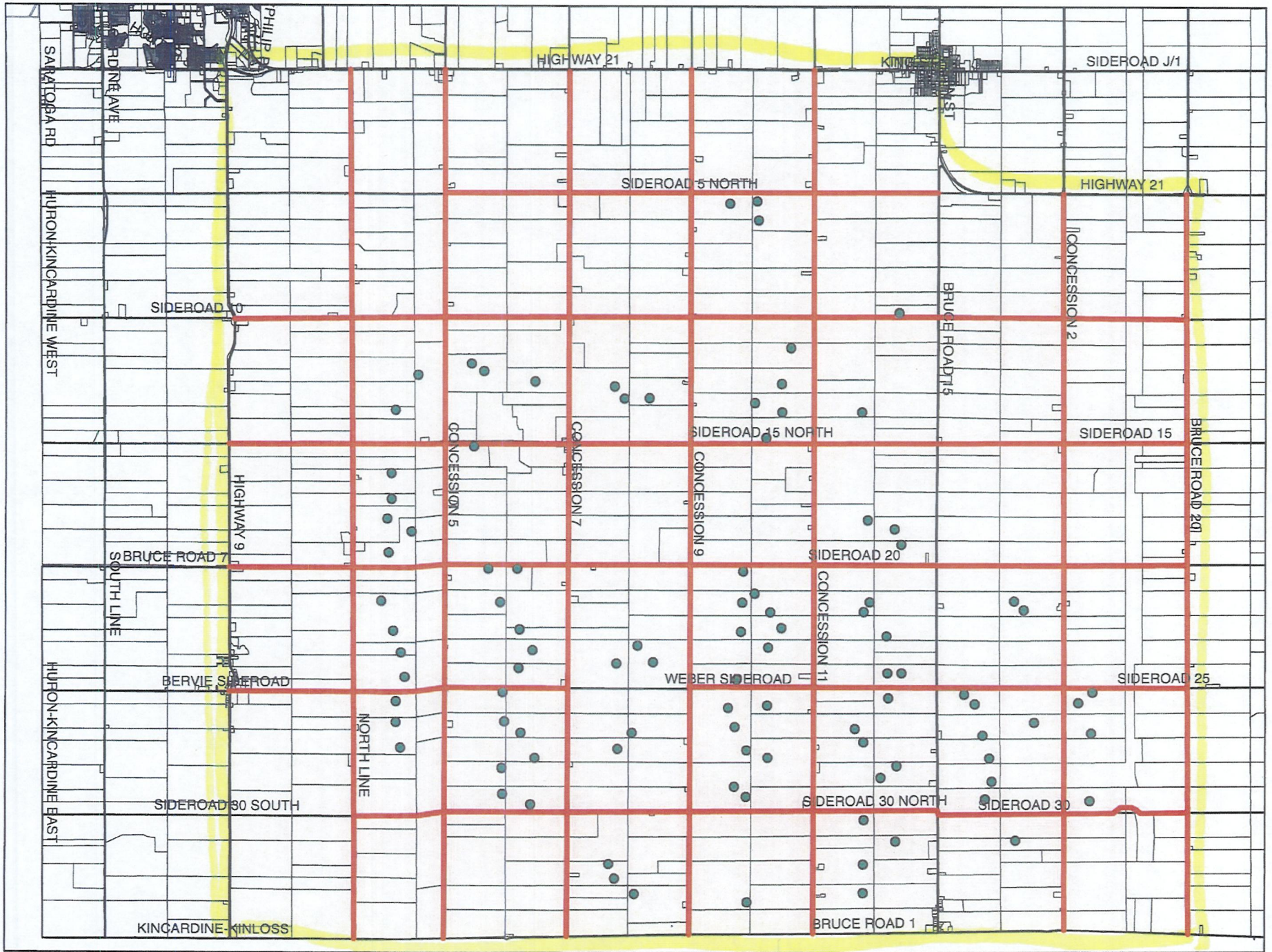
SP ARMOW WIND ONTARIO LP, an Ontario limited partnership, by its general partner, SP ARMOW WIND ONTARIO GP INC.



Name: COLIN EDWARDS
Title: DIRECTOR



Name: Seung-Gul Lee
Title: DIRECTOR



SCHEDULE "A"

SCHEDULE "B"

ACKNOWLEDGMENT AND CONSENT AGREEMENT FORM

This Owner's Acknowledgement and Consent Agreement (this "**Acknowledgement**") is made as of the ____ day of _____, 20__, by and between _____, a municipal corporation under the *Municipal Act, 2001* (the "**Owner**") and [Collateral Agent] (the "**Collateral Agent**"), as collateral agent for the Secured Parties (as defined in Credit Agreement) pursuant to a credit agreement dated _____, 20__ (as amended, modified or supplemented from time to time, the "**Credit Agreement**") among, *inter alios*, _____ (the "**Borrower**"), the Collateral Agent and the financial institutions from time to time party thereto, as lenders (collectively, the "**Lenders**").

WHEREAS:

- A. The Borrower and the Owner entered into a Road Use Agreement dated _____ (the "**Agreement**"), pursuant to which the Owner granted to the Borrower, *inter alia*, certain rights in connection with access to a Highway (the "**Rights**") on the terms and conditions set out in the Agreement.
- B. The parties hereto further acknowledge that the Agreement provides that the Agreement shall terminate if the Wind Project (as defined in the Agreements and hereinafter referred to as "**Facilities**") have been fully decommissioned
- C. Pursuant to the Credit Agreement (and documentation delivered in connection therewith), the Collateral Agent has been granted charges, mortgages, assignments and security interests (collectively, the "**Security Interests**") in all of the property, undertaking, assets, interests, rights and benefits of the Borrower, including without limitation, all of the Borrower's interest in and rights under the Agreement (collectively, the "**Collateral**").
- D. The Owner has agreed to execute and deliver this Acknowledgement to the Collateral Agent pursuant to the provisions of the Agreement.

NOW THEREFORE in consideration of the sum of Two Dollars (\$2) paid by the Collateral Agent to the Owner and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby acknowledges, covenants and confirms to the Collateral Agent as follows:

1. The Owner consents to the creation of the Security Interests.
2. The Owner acknowledges that, following an event of default by the Borrower under the Credit Agreement or an event of default as defined in the Collateral Agency Agreement (each, an

“**Event of Default**”), the Collateral Agent or the Secured Parties or any nominee or designee thereof or any receiver or receiver-manager (collectively, a “**Secured Party**”) shall have the right to enforce the Security Interests, including, without limitation, the right to enjoy and enforce the rights of the Borrower under the Agreement and, in the course of the enforcement of such rights, shall be entitled to assign, transfer or otherwise dispose of the Borrower’s rights and interest in and under the Agreement, provided that in exercising such rights the Secured Party shall assume all of the liabilities and obligations of the Borrower under or in connection with the Agreement.

3. Notwithstanding anything contained in this Agreement, the parties hereto acknowledge and agree that in the event that the Facilities are fully decommissioned, this Acknowledgement and the Agreement shall be deemed null and void.

4. The Owner agrees:

- (a) to give the Collateral Agent written notice (“the **Notice**”) (at the addresses below) of any default by the Borrower under the Agreement, concurrent with the delivery of such notice to the Borrower;
- (b) that if the Borrower fails to cure the breach or default identified in the Notice, the Collateral Agent or any other Secured Party may, but in no way shall be obligated to, cure such default and the Owner shall not terminate the Agreement or exercise any other remedy under the Agreement if the Collateral Agent or any other Secured Party, within 60 days of the date of receipt of the Notice by the Collateral Agent, is proceeding to cure such breach or default;
- (c) that upon any default by the Borrower under the Agreement, it shall not exercise any right to terminate if the Collateral Agent or any other Secured Party agrees within 60 days of receipt of the Notice to assume the rights and all of the liabilities and obligations of the Borrower under the Agreement;
- (d) that if the Agreement is terminated or surrendered for any reason prior to the expiry of the term thereof, the Owner shall give notice of such termination (“**Notice of Termination**”) to the Collateral Agent and shall, save and except if the Facilities have been fully decommissioned, offer to enter into replacement agreement (the “**Replacement Agreement**”) with the Collateral Agent or another Secured Party, which Replacement Agreement shall be upon the same terms and conditions as the Agreement; and
- (e) that if within 30 days of receipt of the Notice of Termination the Collateral Agent requests a Replacement Agreement, the Owner shall enter into such Replacement Agreement with, as applicable, the Collateral Agent or another Secured Party upon the same terms and conditions as the Agreement. Notwithstanding any of

the foregoing, the Collateral Agent confirms and acknowledges that the Owner shall not be liable to the Collateral Agent or any other Secured Party for the non-delivery of any notice pursuant to subsection 4(a) above.

5. The Collateral Agent covenants and agrees with the Owner that during any period the Collateral Agent exercises its Security Interests and (either directly or indirectly through a Secured Party) forecloses upon the Agreement, or succeeds to the interest of the Borrower under the Agreement, it will assume all of the obligations of the Borrower under or in connection with the Agreement during such period, and thereafter observe and perform all of the Borrower's obligations under the Agreement.

6. The Owner confirms and acknowledges that in the event that the Collateral Agent intends to assign, transfer or otherwise dispose of its interest in the Agreement (or the Replacement Agreement) pursuant to its Security Interests (a "**Transfer**"), the Collateral Agent shall notify the Owner of said Transfer in writing prior to effecting same ("**Notice of Transfer**"). The Collateral Agent shall cause the assignee or transferee to agree in writing with the Owner, concurrent with the Transfer being effected, to assume and perform all of the covenants and obligations of the Borrower pursuant to the Agreement (or the obligations of the Collateral Agent, any other Secured Party pursuant to the Replacement Agreement). Hereupon the Collateral Agent shall, without further agreement, be freed and relieved of all liability with respect to the Agreement (or the Replacement Agreement) from and after the effective date of such Transfer. Notwithstanding the foregoing, the Owner confirms and acknowledges that the Collateral Agent shall not be liable to the Owner for the non-delivery of the Notice of Transfer pursuant to this section 6.

7. All notices hereunder shall be in writing, delivered by courier or sent by registered mail, return receipt requested, or by telecopy, and if sent by facsimile, with confirmation of transmission, and shall be deemed to have been validly and effectively received if faxed prior to 5 p.m. and not on a weekend or holiday to the respective parties and the addresses set forth on the signature pages or at such other address as the receiving party shall designate in writing.

8. This Acknowledgement may be executed in any number of counterparts, shall be governed by the laws of the Province of Ontario and binds and inures to the benefit of the Collateral Agent and its successors and assigns, and shall be binding upon the Owner and its successors and assigns.

9. Each of the parties hereto agrees to do, make and execute all such further documents, agreements, assurances, acts, matters and things and take such further action as may be reasonably required by any other party hereto in order to more effectively carry out the true intent of this Acknowledgement.

10. The provisions of this Acknowledgement shall continue in effect until the Owner shall have received the written certification of the Collateral Agent that all amounts advanced, and obligations arising, under the Credit Agreement and all Obligations (as defined in the Collateral Agency Agreement) have been paid and performed in full.

IN WITNESS WHEREOF, this Acknowledgement is executed by the parties.

[insert signature block]

SCHEDULE "H"

Form of Acknowledgement and Consent Agreement

[See attached]

SCHEDULE "H"

ACKNOWLEDGMENT AND CONSENT AGREEMENT FORM

This Owner's Acknowledgement and Consent Agreement (this "**Acknowledgement**") is made as of the ____ day of _____, 20__, by and between _____, a municipal corporation under the *Municipal Act, 2001* (the "**Owner**") and [Collateral Agent] (the "**Collateral Agent**"), as collateral agent for the Secured Parties (as defined in Credit Agreement) pursuant to a credit agreement dated _____, 20__ (as amended, modified or supplemented from time to time, the "**Credit Agreement**") among, *inter alios*, _____ (the "**Borrower**"), the Collateral Agent and the financial institutions from time to time party thereto, as lenders (collectively, the "**Lenders**").

WHEREAS:

- A. The Borrower and the Owner entered into a Development Agreement dated _____ (the "**Agreement**"), pursuant to which the Owner granted to the Borrower, *inter alia*, certain rights in connection with access to a Highway (the "**Rights**") on the terms and conditions set out in the Agreement.
- B. The parties hereto further acknowledge that the Agreement provides that the Agreement shall terminate if the Wind Project (as defined in the Agreements and hereinafter referred to as "**Facilities**") have been fully decommissioned
- C. Pursuant to the Credit Agreement (and documentation delivered in connection therewith), the Collateral Agent has been granted charges, mortgages, assignments and security interests (collectively, the "**Security Interests**") in all of the property, undertaking, assets, interests, rights and benefits of the Borrower, including without limitation, all of the Borrower's interest in and rights under the Agreement (collectively, the "**Collateral**").
- D. The Owner has agreed to execute and deliver this Acknowledgement to the Collateral Agent pursuant to the provisions of the Agreement.

NOW THEREFORE in consideration of the sum of Two Dollars (\$2) paid by the Collateral Agent to the Owner and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby acknowledges, covenants and confirms to the Collateral Agent as follows:

1. The Owner consents to the creation of the Security Interests.
2. The Owner acknowledges that, following an event of default by the Borrower under the Credit Agreement or an event of default as defined in the Collateral Agency Agreement (each, an

“**Event of Default**”), the Collateral Agent or the Secured Parties or any nominee or designee thereof or any receiver or receiver-manager (collectively, a “**Secured Party**”) shall have the right to enforce the Security Interests, including, without limitation, the right to enjoy and enforce the rights of the Borrower under the Agreement and, in the course of the enforcement of such rights, shall be entitled to assign, transfer or otherwise dispose of the Borrower’s rights and interest in and under the Agreement, provided that in exercising such rights the Secured Party shall assume all of the liabilities and obligations of the Borrower under or in connection with the Agreement.

3. Notwithstanding anything contained in this Agreement, the parties hereto acknowledge and agree that in the event that the Facilities are fully decommissioned, this Acknowledgement and the Agreement shall be deemed null and void.

4. The Owner agrees:

- (a) to give the Collateral Agent written notice (“the **Notice**”) (at the addresses below) of any default by the Borrower under the Agreement, concurrent with the delivery of such notice to the Borrower;
- (b) that if the Borrower fails to cure the breach or default identified in the Notice, the Collateral Agent or any other Secured Party may, but in no way shall be obligated to, cure such default and the Owner shall not terminate the Agreement or exercise any other remedy under the Agreement if the Collateral Agent or any other Secured Party, within 60 days of the date of receipt of the Notice by the Collateral Agent, is proceeding to cure such breach or default;
- (c) that upon any default by the Borrower under the Agreement, it shall not exercise any right to terminate if the Collateral Agent or any other Secured Party agrees within 60 days of receipt of the Notice to assume the rights and all of the liabilities and obligations of the Borrower under the Agreement;
- (d) that if the Agreement is terminated or surrendered for any reason prior to the expiry of the term thereof, the Owner shall give notice of such termination (“**Notice of Termination**”) to the Collateral Agent and shall, save and except if the Facilities have been fully decommissioned, offer to enter into replacement agreement (the “**Replacement Agreement**”) with the Collateral Agent or another Secured Party, which Replacement Agreement shall be upon the same terms and conditions as the Agreement; and
- (e) that if within 30 days of receipt of the Notice of Termination the Collateral Agent requests a Replacement Agreement, the Owner shall enter into such Replacement Agreement with, as applicable, the Collateral Agent or another Secured Party upon the same terms and conditions as the Agreement. Notwithstanding any of

the foregoing, the Collateral Agent confirms and acknowledges that the Owner shall not be liable to the Collateral Agent or any other Secured Party for the non-delivery of any notice pursuant to subsection 4(a) above.

5. The Collateral Agent covenants and agrees with the Owner that during any period the Collateral Agent exercises its Security Interests and (either directly or indirectly through a Secured Party) forecloses upon the Agreement, or succeeds to the interest of the Borrower under the Agreement, it will assume all of the obligations of the Borrower under or in connection with the Agreement during such period, and thereafter observe and perform all of the Borrower's obligations under the Agreement.

6. The Owner confirms and acknowledges that in the event that the Collateral Agent intends to assign, transfer or otherwise dispose of its interest in the Agreement (or the Replacement Agreement) pursuant to its Security Interests (a "**Transfer**"), the Collateral Agent shall notify the Owner of said Transfer in writing prior to effecting same ("**Notice of Transfer**"). The Collateral Agent shall cause the assignee or transferee to agree in writing with the Owner, concurrent with the Transfer being effected, to assume and perform all of the covenants and obligations of the Borrower pursuant to the Agreement (or the obligations of the Collateral Agent, any other Secured Party pursuant to the Replacement Agreement). Hereupon the Collateral Agent shall, without further agreement, be freed and relieved of all liability with respect to the Agreement (or the Replacement Agreement) from and after the effective date of such Transfer. Notwithstanding the foregoing, the Owner confirms and acknowledges that the Collateral Agent shall not be liable to the Owner for the non-delivery of the Notice of Transfer pursuant to this section 6.

7. All notices hereunder shall be in writing, delivered by courier or sent by registered mail, return receipt requested, or by telecopy, and if sent by facsimile, with confirmation of transmission, and shall be deemed to have been validly and effectively received if faxed prior to 5 p.m. and not on a weekend or holiday to the respective parties and the addresses set forth on the signature pages or at such other address as the receiving party shall designate in writing.

8. This Acknowledgement may be executed in any number of counterparts, shall be governed by the laws of the Province of Ontario and binds and inures to the benefit of the Collateral Agent and its successors and assigns, and shall be binding upon the Owner and its successors and assigns.

9. Each of the parties hereto agrees to do, make and execute all such further documents, agreements, assurances, acts, matters and things and take such further action as may be reasonably required by any other party hereto in order to more effectively carry out the true intent of this Acknowledgement.

10. The provisions of this Acknowledgement shall continue in effect until the Owner shall have received the written certification of the Collateral Agent that all amounts advanced, and obligations arising, under the Credit Agreement and all Obligations (as defined in the Collateral Agency Agreement) have been paid and performed in full.

IN WITNESS WHEREOF, this Acknowledgement is executed by the parties.

[insert signature block]