



## **Delegation Request Form**

(Please complete both pages – second page to be used for internal purposes only)

### **Algonquin Power**

Representing a group/organization/business

**June 23<sup>rd</sup>, 2015**

Council

### **Subject Matter**

Prospective large-scale solar development projects located in Brant County under the IESO's Large Renewable Procurement (LRP)

### **Recommendation to Council/Committee**

- Seek support of Council through Municipal Council Support Resolution (IESO prescribed form)
- Seek confirmation of meeting via Municipal Meeting Confirmation (IESO prescribed form)
- Seek approval of proposed Vibrancy Agreement





# Algonquin

## County of Brant Solar Projects (Paris Solar & Brantford Solar)

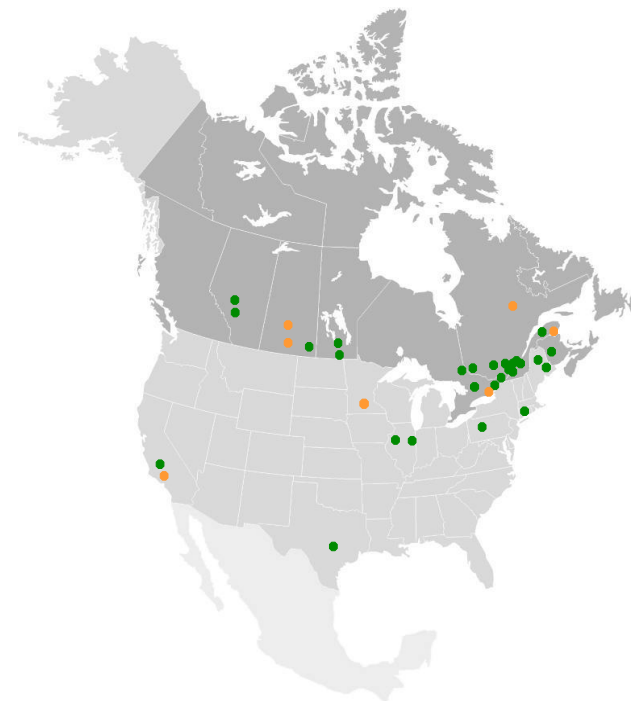
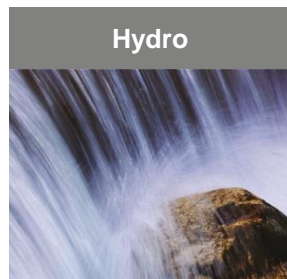


Contact:  
Evan Koebel, Project Manager  
Evan.Koebel@AlgonquinPower.com  
905-465-6113

June 2015

## RENEWABLE AND CLEAN ENERGY

- Subsidiary of Algonquin Power & Utilities Corp.
- Develop, own & operate assets across a range of technologies.
- 39 contracted renewable and clean energy facilities with 1150 MW of installed capacity.
- 550 MW of contracted wind and solar development projects.
- Based in Oakville, Ontario
- Publicly traded (TSX: AQN)



## OUR VISION

To be the utility company most admired by customers, **communities** and investors for our people, passion and performance.

## OUR MISSION

Algonquin Power Co., an independent power producer, delivers stable and growing earnings from a diversified North American portfolio of non-regulated renewable and clean energy powered electric generation facilities; demonstrates a responsible attitude to the environment and the **community partners that host its facilities**; recognizes that continued development of people is key to success; and provides continuing growth from an expanding pipeline of greenfield renewable power projects and value accretive acquisitions.

## OUR VALUES

APCo’s market success is guided by the following corporate values:

- QUALITY
- COMMITMENT
- FAMILY
- COMMUNITY**
- EFFICIENCY
- CARE



<http://algonquinpowercompany.com/>  
<http://algonquinpower.com/>

## RECENT PROJECTS

- Completed 10 MW solar farm near Cornwall, ON
  - 20 year PPA with IESO
- Completed 20 MW Bakersfield solar facility in California
  - 20 year PPA with PG&E
- Completed 24 MW St. Damase Wind Facility in Quebec
  - 20 year PPA with Hydro Quebec
- Completed 23 MW Morse Wind Facility in Saskatchewan
  - 20 year PPA with SaskPower
- Announced Acquisition of 200 MW Odell Wind development project in Minnesota
  - 20 year PPA with Xcel Energy subsidiary
  - Commercial operation expected in late 2015



## LRP BACKGROUND



- IESO is seeking to procure up to 565 MW of new large renewable energy projects
  - 300 MW onshore wind
  - 140 MW solar
  - 50 MW bioenergy
  - 75 MW waterpower
  
- LRP includes many changes from Feed-in-Tariff program:
  - **Competitive process based on lowest bid price and points system**
    - 80 community points
    - 20 First Nations points
  - Early community engagement, including public meetings and consultation with neighbouring landowners and additional stakeholders
  - Encouragement to form an Agreement with the host Municipality (in addition to a Municipal Council Support Resolution)
  - Encouragement to form an Agreement with First Nations
  
- Algonquin has been pre-qualified based on development experience and tangible net worth
  - Pre-qualified to bid up to 100 MW of solar & wind projects
  - Algonquin is one of 42 pre-qualified bidders

▪ Timeline:

March 10, 2015:	Release of final LRP RFP
<b>September 1, 2015:</b>	<b>Proposal Submission Deadline</b>
September – November 2015:	Evaluation of Proposals
November – December 2015:	Notification of Selected Proponents
<i>Solar projects to be on-line within 3 years of contract award</i>	

## PARIS SOLAR

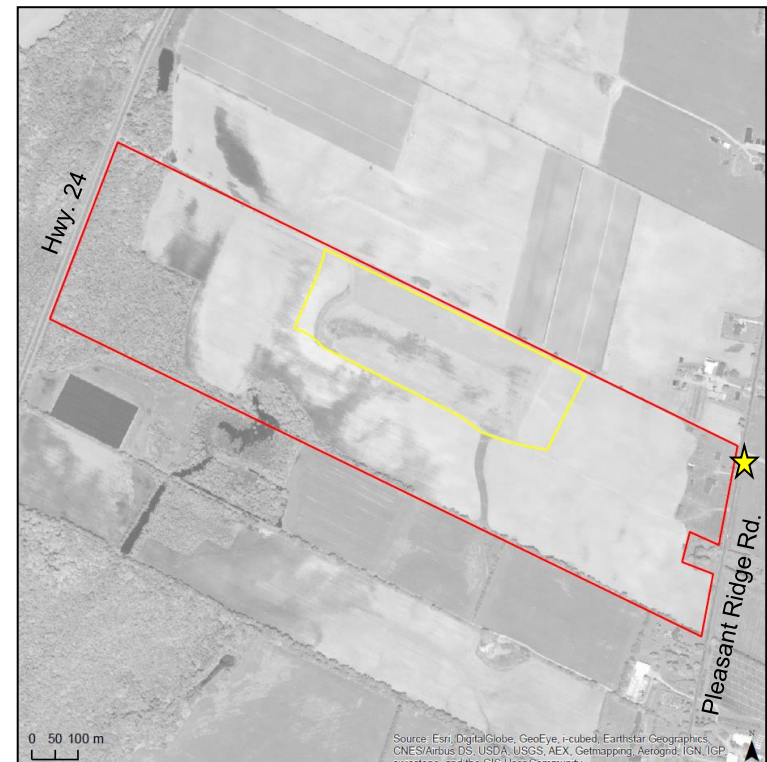
- **Location:** Keg Lane Rd., Paris
- **Land use designation:** Resource Development (decommissioned aggregate extraction area)
- **Installed capacity:** 6-7 MW (estimated)
- **Acreage:** 29-35 (pending infill)
- **Interconnection:** Located at site boundary (27.6 kV) ★
- **Ownership:** Algonquin intends to be long-term owner of project (20-40 years)





## BRANTFORD SOLAR

- **Location:** Pleasant Ridge Rd., Brantford
- **Land use designation:** Resource Development (decommissioned aggregate extraction area)
- **Installed capacity:** 6-7 MW (estimated)
- **Acreage:** 30
- **Interconnection:** Located at site boundary (27.6 kV) ★
- **Project Ownership:** Algonquin intends to be long-term owner of project (20-40 years)




## CURRENT ACTIVITIES


- Planning public open house meeting
  - July 16th
  - Summary report from meeting to be delivered to County
  
- Launching project website
  - To be “live” week of June 22
  
- Preparing mailouts to community stakeholders
  - Including notice of public meeting and project information pamphlet
  - To be distributed week of June 22
  
- Notification of Public Meeting to be posted in newspaper on 2 separate dates
  
- One-on-one meetings with adjacent landowners ongoing



## OBJECTIVES

- Seek support of Council through Municipal Council Support Resolution (IESO prescribed form)
- Seek confirmation of meeting via Municipal Meeting Confirmation (IESO prescribed form)
- Seek approval of proposed Vibrancy Agreement

 <p>120 Adelaide Street West, Suite 1500 Toronto, Ontario M5H 1T1 T 416-967-1514 F 416-967-1547 www.ieso.ca</p>		<p>Page 1 of 2   Mar 2015   IESORP/LRP/IRFP-0112</p>
<p>Prescribed Template – Municipal Council Support Resolution</p>		
<p>Capitalized terms not defined herein have the meaning ascribed to them in the LRP/IRFP.</p> <p>Resolution NO: <input type="text"/> Date: <input type="text"/></p>		
<p><b>[WHEREAS]:</b></p> <p>1. The Registered Proponent is proposing to develop, construct and operate a Large Renewable Project, with the characteristics outlined in the table below, under the LRP/IRFP.</p>		
Name of the Large Renewable Project:	Brantford Solar	
Registered Proponent:	Algonquin Power Co.	
Renewable Fuel of the Large Renewable Project:	Non-Rooftop Solar	
Contract Capacity of the Large Renewable Project <MW>:	Approx. 6.7 MW	
Description of the Properties within the geographic bounds of the Local Municipality on which the Site and/or Connection Line is located <PIN(s) (if a PIN is not available, use legal description), Grid Cell(s) and/or Waterpower Site Number>:	PIN 320580137 (LT, CONC 2, Brant County (the "Lands"))	
<p>2. The Registered Proponent acknowledges that the Large Renewable Project and/or proposed Connection Line, either in whole or in part to be located on lands under the jurisdiction of Brant County;</p> <p>3. The Registered Proponent has requested that the council of Brant County indicate by resolution their support for the Large Renewable Project and/or proposed Connection Line on the Lands;</p> <p>4. Pursuant to the LRP/IRFP, Proposals that receive the formal support of the local jurisdictional authorities of all the Project Communities in which the Large Renewable Project and proposed Connection Line are being located in the form of a support resolution will be awarded Rated Criteria points for the purpose of ranking the Proposal in relation to other Proposals for a contract under the LRP/IRFP; and</p> <p><b>[NOW THEREFORE BE IT RESOLVED THAT]:</b></p> <p>5. The council of Brant County supports the development, construction and operation of the Large Renewable Project and/or proposed Connection Line on the Lands.</p> <p>6. This resolution's sole purpose is to enable the Registered Proponent to receive Rated Criteria points under LRP/IRFP and may not be used for the purpose of any other form of approval in relation to the Proposal or Large Renewable Project and/or proposed Connection Line or for any other purpose. Rated Criteria points will be used to rank the Registered Proponent's Proposal in relation to other Proposals received by the IESO under the LRP/IRFP.</p>		

 <p>120 Adelaide Street West, Suite 1500 Toronto, Ontario M5H 1T1 T 416-967-1514 F 416-967-1547 www.ieso.ca</p>		<p>Page 1 of 3   Mar 2015   IESORP/LRP/IRFP-0112</p>
<p>Prescribed Form – Municipal Meeting Confirmation</p>		
Name of the Large Renewable Project:	Brantford Solar	
Registered Proponent:	Algonquin Power Co.	
Renewable Fuel of the Large Renewable Project:	Non-Rooftop Solar	
Contract Capacity of the Large Renewable Project <MW>:	Approx. 6.7 MW	
<p>Capitalized terms not defined herein have the meanings ascribed to them in the LRP/IRFP.</p> <p>The Local Municipality confirms to the IESO the following:</p> <p>1. I am the/an <u>insert title or position held with the Local Municipality</u> of the County of Brant (the "Local Municipality") and have the delegated authority to provide this confirmation on behalf of the Local Municipality and without personal liability.</p> <p>2. The Registered Proponent has advised the Local Municipality that it proposes to develop, construct and operate a Large Renewable Project and/or proposed Connection Line, with the characteristics outlined in the table above, under the LRP/IRFP.</p> <p>3. On the <u>23</u> day of <u>June</u>, 20<u>15</u>, at <u>the County of Brant Council Chambers</u>, the Registered Proponent held a meeting with representatives of the Local Municipality to discuss the particulars of the Large Renewable Project and/or proposed Connection Line (the "Meeting").</p> <p>4. Representatives of the Local Municipality that attended the Meeting are listed in Exhibit A.</p>		
Local Municipality: <u>insert legal name of the Local Municipality</u> :		
Signature:	<input type="text"/>	
Name:	<input type="text"/>	
Title:	<input type="text"/>	
I have the authority to sign on behalf of the Local Municipality.		
Dated this <input type="text"/> day of <input type="text"/> , 20 <u>15</u> :		

**COMMUNITY VIBRANCY FUND AGREEMENT**

THIS COMMUNITY VIBRANCY FUND AGREEMENT (this "Agreement") made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

BETWEEN:

[ALGONQUIN],  
a • having its head office and principal place of business at 354 Davis Road, Oakville, Ontario L6J 2X1 (the "Proponent")

AND

**THE CORPORATION OF BRANT COUNTY**  
[Address]  
(the "County")

**WHEREAS** the Proponent intends to bid projects within Brant County with the goal to enter into a Power Purchase Agreement (the "Supply Contract") with the Independent Electricity System Operator for the supply of electricity from a commercial solar energy generating facility (the "Solar Project") located in part on lands and premises within the County of Brant ("Brant County"); and

**WHEREAS** the Solar Project is expected to include a Solar energy generating facility with an aggregate rated nameplate capacity of approximately 7 megawatts (to be formalized in the executed Supply Contract with the IESO) installed within Brant County, together with appurtenant equipment, buildings, collection systems, interconnection facilities, transformer stations, switchyards, access roads and owned and leased real property; and

**WHEREAS** the Proponent has agreed to provide certain Community Vibrancy Fund Contributions (as defined herein) for the benefit of the residents of Brant County; and

**WHEREAS** the Proponent and the County have agreed to enter into this Agreement and a Road Use Agreement as separate and distinct agreements.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, and under legal seal, the parties agree with each other as follows:

**PART I - DEFINITIONS**

1. In this Agreement:

"Commercial Operation Date" means the date on which commercial operation of the Solar Project is attained within the meaning of the Supply Contract;

"Community Vibrancy Fund" shall have the meaning set forth in Section 16 of this Agreement;

"Community Vibrancy Fund Contribution" means the monies payable by the Proponent to the County in accordance with Part III of this Agreement;

"Council" means the elected municipal council of the County;

## ALGONQUIN COMMITMENTS

- Fixed contribution to community fund upon commencement of solar plant operations, to be used for:
  - Land stewardship initiatives
  - Township recreational facilities
  - Improvement of community and protective services
  - Improvement of roads, public municipal infrastructure
  - Other mutually-agreed activities
- Use commercially reasonable efforts to hire local suppliers of labour and materials

## COUNTY COMMITMENTS

- Timely processing of permit applications
- Good faith negotiations for Road Use Agreement
- Generally demonstrate support of project and ensure Algonquin is recognized for its fund contribution



# Algonquin

**Contact:**

**Evan Koebel, Project Manager**

**[Evan.Koebel@AlgonquinPower.com](mailto:Evan.Koebel@AlgonquinPower.com)**

**905-465-6113**

## Instructions for the Prescribed Form – Municipal Meeting Confirmation

Page i of i

Mar 2015

IESORP/f-LRPIRFP-011r2

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

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

### INFORMATION FOR THE SIGNING PARTIES:

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

### INSTRUCTIONS APPLICABLE TO ALL PRESCRIBED FORMS:

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

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

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

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**Prescribed Form – Municipal Meeting Confirmation**

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Name of the Large Renewable Project:	<u>Brantford Solar</u>
Registered Proponent:	<u>Algonquin Power Co.</u>
Renewable Fuel of the Large Renewable Project:	<u>Non-Rooftop Solar</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Approx. 6-7 MW</u>

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

The Local Municipality confirms to the IESO the following:

1. I am the/an <insert title or position held with the Local Municipality> of the County of Brant (the “**Local Municipality**”) and have the delegated authority to provide this confirmation on behalf of the Local Municipality and without personal liability.
2. The Registered Proponent has advised the Local Municipality that it proposes to develop, construct and operate a Large Renewable Project and/or proposed Connection Line, with the characteristics outlined in the table above, under the LRP I RFP.
3. On the 23 day of June, 2015, at the County of Brant Council Chambers, the Registered Proponent held a meeting with representatives of the Local Municipality to discuss the particulars of the Large Renewable Project and/or proposed Connection Line (the “**Meeting**”).
4. Representatives of the Local Municipality that attended the Meeting are listed in Exhibit A.

Local Municipality: <u>&lt;insert legal name of the Local Municipality&gt;</u>
Signature:
Name:
Title:
I have the authority to sign on behalf of the Local Municipality.
Dated this ___ day of _____, 20__



## Prescribed Form – Municipal Meeting Confirmation

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The Registered Proponent acknowledges that this confirmation:

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

Registered Proponent: <u>Algonquin Power Co.</u>
Signature:
Name: Jeff Norman
Title: Vice President, Project Development
I have the authority to bind the Registered Proponent.
Dated this __ day of _____, 20__

**EXHIBIT A**

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

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

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

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## Instructions for the Prescribed Form – Municipal Meeting Confirmation

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### INSTRUCTIONS APPLICABLE TO ALL PRESCRIBED FORMS:

- b. The first page of a Prescribed Form must be marked with the name of the Large Renewable Project that is the subject of the Proposal. The Registered Proponent should use the name given to the Large Renewable Project in the Prescribed Form – Registration Form.
- c. This instruction page is not required to be submitted with the Proposal.
- d. Information provided in each Prescribed Form should be consistent with the information provided in the Proposal.
- e. Where the Prescribed Form has multiple pages, the pages of the Prescribed Form should be kept together in the Proposal in sequential order.
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**Prescribed Form – Municipal Meeting Confirmation**

Page 1 of 3

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Registered Proponent:	<u>Algonquin Power Co.</u>
Renewable Fuel of the Large Renewable Project:	<u>Non-Rooftop Solar</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Approx. 6-7 MW</u>

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

The Local Municipality confirms to the IESO the following:

1. I am the/an <insert title or position held with the Local Municipality> of the County of Brant (the “**Local Municipality**”) and have the delegated authority to provide this confirmation on behalf of the Local Municipality and without personal liability.
2. The Registered Proponent has advised the Local Municipality that it proposes to develop, construct and operate a Large Renewable Project and/or proposed Connection Line, with the characteristics outlined in the table above, under the LRP I RFP.
3. On the 23 day of June, 2015, at the County of Brant Council Chambers, the Registered Proponent held a meeting with representatives of the Local Municipality to discuss the particulars of the Large Renewable Project and/or proposed Connection Line (the “**Meeting**”).
4. Representatives of the Local Municipality that attended the Meeting are listed in Exhibit A.

Local Municipality: <u>&lt;insert legal name of the Local Municipality&gt;</u>
Signature:
Name:
Title:
I have the authority to sign on behalf of the Local Municipality.
Dated this ___ day of _____, 20__

**Prescribed Form – Municipal Meeting Confirmation**

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The Registered Proponent acknowledges that this confirmation:

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

Registered Proponent: <u>Algonquin Power Co.</u>
Signature:
Name: Jeff Norman
Title: Vice President, Project Development
I have the authority to bind the Registered Proponent.
Dated this __ day of _____, 20__

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## Instructions for the Prescribed Template – Municipal Council Support Resolution

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Mar 2015

IESORP/f-LRPIRFP-013r2

This page sets out the instructions for completing the Prescribed Template – Municipal Council Support Resolution.

All capitalized terms used in these instructions and the Prescribed Template – Municipal Council Support Resolution, unless otherwise stated, have the meanings ascribed to them in the LRP I RFP.

### INFORMATION FOR THE SIGNING PARTIES:

- a. The purpose of this Prescribed Template is to provide a template for a Local Municipality to provide support for a Large Renewable Project and/or proposed Connection Line which is proposed to be located in the Local Municipality. The support will be shown in the form of a resolution and which may be used for the purposes of awarding Rated Criteria points under the LRP I RFP.

### INSTRUCTIONS APPLICABLE TO THE PRESCRIBED TEMPLATE – MUNICIPAL COUNCIL SUPPORT RESOLUTION:

- b. This instruction page is not required to be submitted with the Proposal.
- c. Information provided in each Prescribed Template must be consistent with the information provided in the Proposal.
- d. Where the Municipal Council Support Resolution has multiple pages, the pages of the Municipal Council Support Resolution should be kept together in the Proposal in sequential order.
- e. Words in between square brackets (i.e. “[” and “]”) are immaterial to the intent of the Prescribed Template and may be modified to follow standard procedure of the issuing body. Wording not contained within square brackets must not be changed for the Proposal to be awarded Rated Criteria points.
- f. The entirety of the Prescribed Template (all blanks) must be completed in order for the Proposal to be awarded Rated Criteria points, and the Prescribed Templates must be signed to be considered complete.
- g. With the exception of this instruction page, instructions within a Prescribed Template will be enclosed in brackets.
- h. An original ink signature must be provided on the Prescribed Template – Municipal Council Support Resolution included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any additional hard copies of this Prescribed Template must be signed but need not be originals (photocopies may be provided as well).
- i. The Local Municipality has the option of drafting the Prescribed Template – Municipal Council Support Resolution on the council letterhead. The language of the Municipal Council Support Resolution must be the same as shown in the Prescribed Template – Municipal Council Support Resolution in order for the Proposal to obtain Rated Criteria points. The IESO will not award Rated Criteria points if the resolution includes additional conditions or delegation of authority to staff for additional approvals.



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**Prescribed Template – Municipal Council Support Resolution**

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Mar 2015

IESORP/f-LRPIRFP-013r2

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

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

**[WHEREAS]:**

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

Name of the Large Renewable Project:	<u>Brantford Solar</u>
Registered Proponent:	<u>Algonquin Power Co.</u>
Renewable Fuel of the Large Renewable Project:	<u>Non-Rooftop Solar</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Approx. 6-7 MW</u>
Description of the Properties within the geographic bounds of the Local Municipality on which the Site and/or Connection Line is located <PIN(s) (if a PIN is not available, use legal description), Grid Cell(s) and/or Waterpower Site Number>:	<u>PIN 320580137</u> <u>LT 2, CONC 2, Brant County</u> (the “Lands”)

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

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

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

**Prescribed Template – Municipal Council Support Resolution**

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

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

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

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

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

## Instructions for the Prescribed Template – Municipal Council Support Resolution

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This page sets out the instructions for completing the Prescribed Template – Municipal Council Support Resolution.

All capitalized terms used in these instructions and the Prescribed Template – Municipal Council Support Resolution, unless otherwise stated, have the meanings ascribed to them in the LRP I RFP.

### INFORMATION FOR THE SIGNING PARTIES:

- a. The purpose of this Prescribed Template is to provide a template for a Local Municipality to provide support for a Large Renewable Project and/or proposed Connection Line which is proposed to be located in the Local Municipality. The support will be shown in the form of a resolution and which may be used for the purposes of awarding Rated Criteria points under the LRP I RFP.

### INSTRUCTIONS APPLICABLE TO THE PRESCRIBED TEMPLATE – MUNICIPAL COUNCIL SUPPORT RESOLUTION:

- b. This instruction page is not required to be submitted with the Proposal.
- c. Information provided in each Prescribed Template must be consistent with the information provided in the Proposal.
- d. Where the Municipal Council Support Resolution has multiple pages, the pages of the Municipal Council Support Resolution should be kept together in the Proposal in sequential order.
- e. Words in between square brackets (i.e. “[” and “]”) are immaterial to the intent of the Prescribed Template and may be modified to follow standard procedure of the issuing body. Wording not contained within square brackets must not be changed for the Proposal to be awarded Rated Criteria points.
- f. The entirety of the Prescribed Template (all blanks) must be completed in order for the Proposal to be awarded Rated Criteria points, and the Prescribed Templates must be signed to be considered complete.
- g. With the exception of this instruction page, instructions within a Prescribed Template will be enclosed in brackets.
- h. An original ink signature must be provided on the Prescribed Template – Municipal Council Support Resolution included with the hard copy Proposal marked "Original Copy". For clarity, other than the Original Copy, any additional hard copies of this Prescribed Template must be signed but need not be originals (photocopies may be provided as well).
- i. The Local Municipality has the option of drafting the Prescribed Template – Municipal Council Support Resolution on the council letterhead. The language of the Municipal Council Support Resolution must be the same as shown in the Prescribed Template – Municipal Council Support Resolution in order for the Proposal to obtain Rated Criteria points. The IESO will not award Rated Criteria points if the resolution includes additional conditions or delegation of authority to staff for additional approvals.

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**Prescribed Template – Municipal Council Support Resolution**

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

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

**[WHEREAS]:**

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

Name of the Large Renewable Project:	<u>Paris Solar</u>
Registered Proponent:	<u>Algonquin Power Co.</u>
Renewable Fuel of the Large Renewable Project:	<u>Non-Rooftop Solar</u>
Contract Capacity of the Large Renewable Project <MW>:	<u>Approx. 6-7 MW</u>
Description of the Properties within the geographic bounds of the Local Municipality on which the Site and/or Connection Line is located <PIN(s) (if a PIN is not available, use legal description), Grid Cell(s) and/or Waterpower Site Number>:	<u>PIN 320240035</u> <u>Concession 1, Pt. Lot 33 &amp; 34, RP 2R3069 Pt3</u> (the “Lands”)

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

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

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

**Prescribed Template – Municipal Council Support Resolution**

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

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

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

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

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

## COMMUNITY VIBRANCY FUND AGREEMENT

THIS COMMUNITY VIBRANCY FUND AGREEMENT (this "**Agreement**") made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

BETWEEN:

**ALGONQUIN POWER CO.**,  
having its head office and principal place of  
business at 354 Davis Road, Oakville, Ontario L6J 2X1. (the "**Proponent**")

AND

**THE CORPORATION OF BRANT COUNTY**  
[Address]  
(the "**County**")

**WHEREAS** the Proponent intends to bid projects within Brant County with the goal to enter into a Power Purchase Agreement (the "**Supply Contract**") with the Independent Electricity System Operator for the supply of electricity from a commercial Solar energy generating facility (the "**Solar Project**") located in part on lands and premises within the County of Brant ("**Brant County**"); and

**WHEREAS** the Solar Project is expected to include a Solar energy generating facility with an aggregate rated nameplate capacity of approximately 7 megawatts (to be formalized in the executed Supply Contract with the IESO) installed within Brant County, together with appurtenant equipment, buildings, collection systems, interconnection facilities, transformer stations, switchyards, access roads and owned and leased real property; and

**WHEREAS** the Proponent has agreed to provide certain Community Vibrancy Fund Contributions (as defined herein) for the benefit of the residents of Brant County; and

**WHEREAS** the Proponent and the County have agreed to enter into this Agreement and a Road Use Agreement as separate and distinct agreements.

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, and under legal seal, the parties agree with each other as follows:

### PART I - DEFINITIONS

1. In this Agreement:

"**Commercial Operation Date**" means the date on which commercial operation of the Solar Project is attained within the meaning of the Supply Contract;

"**Community Vibrancy Fund**" shall have the meaning set forth in Section 16 of this Agreement;

"**Community Vibrancy Fund Contribution**" means the monies payable by the Proponent to the County in accordance with Part III of this Agreement;

"**Council**" means the elected municipal council of the County;



**"Road Use Agreement"** means an agreement or agreements (including any interconnection easements) to be entered into between the affiliate of the Proponent and the County in respect of the access, travel, use and occupation over, under, in, on, and through the system of public roads and highways under the jurisdiction of the County in connection with the construction, operation and maintenance of the Solar Project, including without limitation the placement of overhead and buried electrical collector system and an interconnection easement for 27.6 kV or greater electrical distribution wires and cables (under a separate easement agreement if requested by the Proponent) on lands comprising such public roads and highways;

**"Stub Year"** means the period of time between the Commercial Operation Date and December 31 of the same year;

**"Solar Project"** means the solar energy project described in the recitals, including, for greater certainty, the appurtenant components and property listed in the second recital;

**"Solar energy generating facility"** means a solar driven electric generator forming part of the Solar Project and located within Brant County;

**"Year"** means a calendar year.

## **PART II - TERM**

2. (a) This Agreement shall become effective on the date first above written (the **"Effective Date"**) and, subject to Paragraph 2(c), shall continue thereafter for a period (the **"Term"**) expiring on the earlier of (i) the date which is twenty (20) years following the Commercial Operation Date; and (ii) the date of termination of the Supply Contract (written notice of which termination of the Supply Contract shall be delivered by the Proponent to the County).
- (b) In the event that the Proponent obtains an extension of the term of the Supply Contract, the Proponent and the County shall enter into good faith negotiations regarding the extension of the Term and any appropriate amendments to this Agreement.
- (c) If the Commercial Operation Date does not occur within five (5) years of the Effective Date, this Agreement shall terminate and be deemed to be null and void and of no further force or effect.

## **PART III - COMMUNITY VIBRANCY FUND CONTRIBUTION**

3. For the Stub Year and each following year during the remainder of the Term, the Proponent shall pay the County the Community Vibrancy Fund Contribution.

4. Subject to Sections 5 and 6, the Community Vibrancy Fund Contribution for a given year shall be the fixed rate of One Thousand Two Hundred and Fifty Dollars (\$1,250.00) multiplied by the aggregate nameplate capacity (expressed in megawatts) of the Solar energy generating facility that were available for operation for at least 60 days during that year (as determined by the Proponent, acting reasonably).

5. Notwithstanding the foregoing, the Community Vibrancy Fund Contribution for a given year shall be reduced by the greater of (i) the amount that property taxes levied by the County in respect of the Solar Project in that year exceed the previous year's taxes in respect of the Solar Project by more than 50%, and (ii) the amount that property taxes levied by the County in respect of the Solar Project in that

year exceed the property taxes that would have been payable in respect of the Solar Project in 2015 (if the Solar Project as then existing had existed in 2011) by more than 150%. The parties further agree that the Proponent may from time to time adjust or cancel any Community Vibrancy Fund Contribution if the economic return from the Solar Project is materially and adversely affected by a change in law or other circumstance beyond the control of the Proponent, and for so long as such material and adverse effect exists. Prior to making its determination of such material adverse effect, the Proponent shall:

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

6. The Community Vibrancy Fund Contributions for the Stub Year and the final year of the Term shall be calculated in accordance with Section 4, but prorated using the percentage that the number of days in the Stub Year or the final year of the Term, as applicable, is to 365.

7. The Proponent shall pay the Community Vibrancy Fund Contribution for the Stub Year on April 30 of the first year following the Commercial Operation Date and for each year of the Term thereafter on April 30 of the following year. The obligation of the Proponent to pay the Community Vibrancy Fund Contribution for the final year of the Term shall survive the expiry or termination of this Agreement.

8. In the event that other wind or solar energy project proponents undertake projects within the County, the County shall use commercially reasonable efforts to ensure that such proponents pay equal or greater proportionate amounts into a Community Vibrancy Fund as the Proponent.

#### **PART IV - COMMUNITY SUPPORT**

9. The County and the Proponent acknowledge and agree that the support of individual residents of Brant County for the duration of the Agreement is paramount to the success of the Solar Project. The County and the Proponent shall work cooperatively throughout the Term, including meeting at least once each year, to develop and review plans for ensuring that the Proponent is appropriately recognized by the County and its residents for the significant contribution, including payment of the Community Vibrancy Fund Contribution, that the Proponent has made and is continuing to make toward the betterment of the community. Without limiting the generality of the foregoing, the County and the Proponent shall consult and agree on specific protocols for public promotion and branding of initiatives financed in large part from the Community Vibrancy Fund which reflect the significant degree of financial benefit being afforded to the County. The County agrees that only solar proponents who enter into an agreement substantially similar to this Agreement and make Community Vibrancy Fund Contributions in amounts not less than those set forth in this Agreement shall be entitled to participate in the branding and promotional activities contemplated herein.

10. (a) In recognition of the Proponent's payments under Section 23, the County agrees to process, review and render a decision on the Proponent's permit applications and Renewable Energy Approval ("**REA**") municipal consultation submissions including, but not limited to building permits, road use agreements and severance agreements, in an expeditious manner and in no case more than the timeframe outlined in the County's ordinances or forty-five (45) days after the Proponent's application or submission has been submitted, whichever is less.

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

11. The County agrees that it shall, upon request from the Proponent, engage in meaningful dialogue with any third parties who intervene, inquire or are otherwise involved or interested in issues concerning the development of the Solar Project.

12. Upon execution of this Agreement by both the Proponent and the County, the County shall withdraw any objections related to a Solar Project as proposed by the Proponent or its affiliate, including any objections made by the County to Ontario Energy Board Application.

13. The Parties understand that, as soon as practicable following the execution of this Agreement, and execution of a supply Contract with the IESO, the County and the affiliate of the Proponent will negotiate in good faith to reach agreement on a Road Use Agreement in respect of the Solar Project on terms and conditions that are acceptable to both parties, both acting reasonably and with reference to forms and financial conditions of similar agreements entered into between renewable energy or other industry proponents or other similar agreements from other municipalities in Ontario. Notwithstanding the other provisions of this Agreement, the County acknowledges and agrees that the obligation of the Proponent to pay the Community Vibrancy Fund Contributions to the County as provided herein shall be conditional upon the execution and delivery of a Road Use Agreement and if the Road Use Agreement has not been executed within twelve (12) months following the execution date of the Supply Contract, or such other date as agreed upon by relevant parties thereto, the Proponent may terminate this Agreement on 30 days' notice to the County unless a Road Use Agreement is executed and delivered within such 30 day notice period. The parties agree that in the event of any breach by the County in the performance of its obligations pursuant to the Road Use Agreement which remains uncured within any applicable cure periods set out therein, the Proponent may, at its option, terminate this Agreement.

14. In the event that it is determined by a court of competent jurisdiction or a board or agency having jurisdiction that the County

- (a) passed a bylaw or authorized any other municipal action that
  - (i) discriminated against the Proponent, or
  - (ii) violated applicable Laws, or
- (b) defaulted (and did not cure such default within the applicable cure period) under the Road Use Agreement, or
- (c) engaged in conduct in bad faith

in a manner that materially interfered with, unduly delayed or frustrated the Proponent's ability to construct, reconstruct, replace, use, monitor, maintain, operate, relocate and/or remove the Solar Project according to the REA approved by the Ministry of the Environment and Climate Change, then the

obligation of the Proponent to pay the Community Vibrancy Fund Contribution shall be at an end and of no further force and effect; provided that if the County exercises its rights of appeal from any such determination, the Proponent's obligation to pay the Community Vibrancy Fund Contribution shall only be suspended until all rights of appeal have been exhausted. If it is finally determined that the County did not act in the foregoing manner, the Proponent shall forthwith pay to the County all suspended payments of the Community Vibrancy Fund Contribution together with interest calculated thereon at the prime lending rate of the Royal Bank of Canada from the date of suspension to the date of payment. For greater certainty, if it is finally determined that the County did act in the foregoing manner, or if the County fails to exercise or abandons at any time the available rights of appeal, then the obligation of the Proponent to pay the Community Vibrancy Fund Contribution shall be at an end and of no force and effect.

15.

16. The Community Vibrancy Fund Contributions are made in consideration of the County's agreement to appropriately recognize the value to the community of the Solar Project and the Proponent's investment within Brant County.

#### **PART V - COMMUNITY VIBRANCY FUND ADMINISTRATION AND EXPENDITURES**

17. The County agrees to provide for the establishment of a segregated community fund ("**Community Vibrancy Fund**") financed solely by Community Vibrancy Fund Contributions made by the Proponent and similar contributions made by other proponents of renewable energy projects in Brant County. The Community Vibrancy Fund shall be utilized in any lawful manner by the County to support the following:

- (a) land stewardship initiatives (e.g., habitat creation/improvement; tree planting; shoreline rehabilitation);
- (b) expenditures relating to development and construction of County recreational facilities (e.g., arenas, parks, trails);
- (c) expenditures for improvement of community and protective services (e.g., police, fire, EMS, healthcare);
- (d) expenditures related to roads and public municipal infrastructure; or
- (e) such other community-related activities as may be agreed between the parties.

18. All proposed expenditures or application of funds from the Community Vibrancy Fund shall require (i) approval by the Council in a public forum, and (ii) consultation with the Proponent on no less than 30 days' written notice to the Proponent prior to submission of any request to the Council for approval.

19. In regard to the receipt and administration of the Community Vibrancy Fund Contributions, the County shall, at a minimum, institute the following process and procedures:

- (a) make and keep books, records, and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the Community Vibrancy Fund; and
- (b) devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that:

- (i) transactions are executed in accordance with the County's general or specific authorization;
- (ii) transactions are recorded as necessary (a) to permit preparation of financial statements in conformity with generally accepted accounting principles or any other criteria applicable to such statements, and (b) to maintain accountability for all payments received;
- (iii) access to the fund and all payments held therein is permitted only in accordance with County's general or specific authorization; and
- (iv) the recorded accountability for all such payments held in the fund is compared with the existing fund balance at reasonable intervals and appropriate action is taken with respect to any differences.

20. Upon reasonable notice to the County, the Proponent shall have the right to inspect all records created and maintained which relate to the transactions undertaken by the County with regard to the Community Vibrancy Fund.

21. The County shall provide a written report of monies received and expenditures made out of the Community Vibrancy Fund, including a detailed description of the projects on which funds were spent, no later than March 1 of each year of the Term following the first year that Community Vibrancy Fund Contributions are received by the County.

22. Notwithstanding anything to the contrary herein, County, in its administration of the Community Vibrancy Fund, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Canadian or foreign governmental official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section, "anything of value" includes, but is not limited to, cash or a cash equivalent, discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. "Governmental official" shall mean any person holding any level of legislative, administrative, or judicial office of the Canadian or a foreign government or any of its departments or agencies or divisions; any person acting on behalf of the Canadian or a foreign government, including a local or provincial agency, enterprise, or organization; any official or agent of a Canadian or a foreign public administration or publicly funded organization; any official of a Canadian or a foreign political party; any officer or agent of a public international organization (e.g., World Bank, International Monetary Fund, World Health Organization, United Nations, World Trade Organization); or any relatives or close family/household members of any of those listed above.

## **PART VI - BUILDING PERMIT AND DEVELOPMENT FEES**

23. The Proponent shall pay any applicable permit fees for all components of the Solar Project for which a building permit is required in accordance with the laws of the Province of Ontario, in the amounts published in the County's permit fee by-laws in effect as of •, 201. The parties acknowledge that such permit fees are anticipated to be reasonable charges for the County to administer and enforce the *Building Code Act*, 1992, similar to costs charged by other Counties in the province of Ontario for any kind of industries. Such fees shall cover the following:

- (a) the cost to review all plans and drawings in support of the application for the permit;

- (b) all inspections of the construction required by the *Building Code Act, 1992*;
- (c) the cost to inspect entrance culverts to be installed by the Proponent at the entrances to the properties on which the Solar energy generating facility will be constructed, such culverts to be of a standard specified by and installed to the satisfaction of the County;
- (d) the assigning of a municipal address for the Solar energy generating facility; and
- (e) all other efforts reasonably anticipated to be necessary for the issuance of the permit.

24. For a period of two (2) years commencing on the Effective Date and ending on the second anniversary thereof, the Proponent shall reimburse the County for additional administrative and staffing costs incurred by the County to facilitate the timely process of the Proponent's permit applications and submissions as contemplated in Paragraph 10(a) above, up to a maximum cost of Fifty Thousand Dollars (\$50,000.00).

#### **PART VII - ASSIGNMENT**

25. If the Proponent sells or transfers the Solar Project it shall provide notice thereof to the County and shall ensure that the transferee acknowledges this Agreement and agrees to be fully bound by and perform the duties and obligations of the Proponent hereunder in the same manner as if such person was an original signatory to this Agreement.

26. Neither this Agreement nor any of the benefits or burdens hereunder shall be assigned, in whole or in part, by the County.

#### **PART VIII - LOCAL LABOUR**

27. The Proponent will use commercially reasonable efforts to hire local suppliers of labour and materials, to the extent available and to the extent that such local suppliers are competitive in respect of the construction and operation of the Solar Project. The foregoing undertaking shall be subject to all such suppliers' compliance with the domestic content requirements set forth in the Supply Contract.

#### **PART IX - DISPUTE RESOLUTION**

- 28. (a) This Part sets out the rules and procedures that shall govern any matter that may be arbitrated between the parties in accordance with the terms of this Agreement.
- (b) Prior to submitting a dispute to arbitration in accordance with this Part, the parties shall conduct good faith negotiations with a view to resolving the outstanding issue. If these negotiations fail, the parties may by mutual agreement refer the issue to a mediator to be chosen and paid for jointly by the parties without prejudice to the rights of either party to proceed to arbitration in accordance with this Part should such mediation fail.

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

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

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

32. During the pendency of negotiations pursuant to the dispute resolution process described in Part IX of this Agreement, Proponent may postpone payments it is required to make pursuant to this Agreement.

### **PART X - GENERAL**

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

Algonquin Power Co.  
354 Davis Rd.  
Oakville, ON  
L6J 2X1  
ATTN: Business Development  
Tel: 905-465-4500  
Fax: 905-465-4514

34. All invoices, notices and communications to the County in connection with this Agreement shall be addressed to:

The Corporation of Brant County  
[Address]  
ATTN: Clerk  
Phone:  
Facsimile:

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

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

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

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

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

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

40. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without reference to conflict of laws provisions.

41. This Agreement constitutes the entire agreement or understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations and documents in relation thereto, and each party acknowledges that there are no collateral representations or warranties made by either in respect of the subject matter of this Agreement.

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

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

*/Signatures Follow]*



**IN WITNESS WHEREOF** this Agreement has been executed by the parties under seal by their authorized signing officers to be effective as of the date first set out above.

THE CORPORATION OF BRANT COUNTY

Per: \_\_\_\_\_  
Name:  
Office: XX

I have the authority to bind the Proponent Corporation

Per: \_\_\_\_\_  
Name:  
Office: Clerk

ALGONQUIN POWER CO.

Per: \_\_\_\_\_  
Name:  
Office:

I have the authority to bind the Proponent Corporation