

THE CORPORATION OF TAY VALLEY TOWNSHIP

BY-LAW NO. 2013-017

NORTHLAND POWER SOLAR NORTH BURGESS L.P. AGREEMENT

WHEREAS, Section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Municipal Act or any other Act;

AND WHEREAS, Section 5 (3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under Section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS, the Northland Power Solar North Burgess L.P. has proposed to construct, install and operate a 9.0 MV-AC Class 3 solar facility;

AND WHEREAS, the Council of Tay Valley Township is supportive of the solar project, subject to the entering into of a satisfactory agreement between the Township and Northland in accordance with the Township's Solar Farm Fee Policy;

NOW THEREFORE BE IT RESOLVED THAT, the Council of the Corporation of Tay Valley Township enacts as follows:

1. GENERAL REGULATIONS

1.1 **THAT**, the Reeve and Acting Clerk are hereby authorized on behalf of the Corporation of Tay Valley Township to execute an Agreement with Northland Power Solar North Burgess L.P., attached hereto as Schedule "A".

2. ULTRA VIRES

2.1 Should any sections of this by-law, including any section or part of any schedules attached hereto, be declared by a court of competent jurisdiction to be ultra vires, the remaining sections shall nevertheless remain valid and binding.

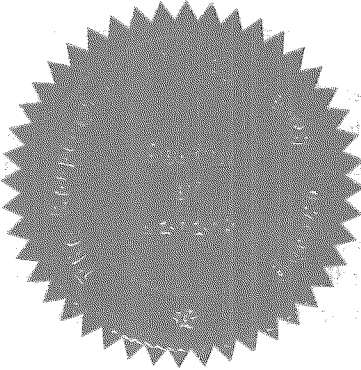
**THE CORPORATION OF TAY VALLEY TOWNSHIP
BY-LAW NO. 2013-017**

3. EFFECTIVE DATE

ENACTED AND PASSED this 12th day of March, 2013.



Keith Kerr, Reeve



Janie Laidlaw, Acting Clerk

**THE CORPORATION OF TAY VALLEY TOWNSHIP
BY-LAW NO. 2013-017**

SCHEDULE "A"

THIS AGREEMENT, made as of the [] day of March, 2013.

BETWEEN:

THE CORPORATION OF TAY VALLEY TOWNSHIP

(the "Township")

- and -

NORTHLAND POWER SOLAR NORTH BURGESS L.P.

("Northland")

RECITALS:

A. Northland has an option to purchase and will be the owner of certain lands and premises described legally as Part of Lot 13, Concession 9, geographic Township of North Burgess, now Tay Valley Township, County of Lanark (the "Lands").

B. Northland has proposed to construct, install and operate a 9.0 MW-AC Class 3 solar facility on the Lands, within approximately 70 developable acres (once required tree clearing has been completed) (the "Solar Project"), as illustrated in Schedule 1: Northland North Burgess 70-acre/9.0MW-AC Site Plan ("Schedule 1")

C. At its meeting on August 14, 2012, the Township's Council adopted Resolution Numbers C-2012-08-04 and C-2012-08-05 to support the Solar Project, subject to the entering into of a satisfactory agreement between the Township and Northland in accordance with the Township's Solar Farm Fee Policy.

D. At its meeting on August 29, 2012, Council of the County of Lanark (the "County") adopted Motion Number CD-2012-093 granting an exception to the County's Tree-Cutting By-law No. 81-34, in order to permit the removal of 14.7 acres of the existing woodlot on the southern portion of the Lands identified as "Additional Area 14.7 Acres" in Schedule 1, and an additional 4 acres identified as "Red Pine Forest Approx. 4 Acres" in Schedule 1, for a total of 18.7 acres, hereinafter referred to as "Woodlot 3".

E. On November 7, 2012, the Ontario Ministry of the Environment issued Renewable Energy Approval Number 5149-8YPMVG (the "REA Approval") attached as Schedule 2, approving the Solar Project in accordance with the schedules and conditions set out in the REA Approval, as may be amended from time to time.

F. The Township and Northland executed a Letter of Intent on September 12, 2012, attached as Schedule 3, setting out additional terms and conditions to address the concerns that the Township raised with respect to the Solar Project, which are being incorporated into this Agreement.

NOW THEREFORE IN CONSIDERATION OF the premises and other good and valuable consideration, the receipt and sufficiency of which the Township and Northland (collectively, the "Parties") acknowledge, the Parties agree as follows:

DEVELOPMENT OF THE SOLAR PROJECT

1. The Township acknowledges that Northland shall construct, install, use, operate, maintain and retire the Solar Project in accordance with the REA Approval attached as Schedule 2.
2. Northland acknowledges and agrees that, in addition to complying with the terms of the REA Approval, it will construct the Solar Project and in accordance with the terms and conditions contained in this Agreement.

PAYMENT OF SOLAR FARM POLICY FEE

3. Northland agrees to pay the Township the non-refundable amount of \$140,000 (the "Solar Farm Policy Fee") in respect of the Township's Solar Farm Policy Fee upon the execution of this Agreement. The Township will provide Northland with a receipt of this payment of the Solar Farm Policy Fee.
4. The Township agrees that no component of the Solar Farm Policy Fee will reference any alleged or potential property value devaluation.

PROPERTY TAX IMPACT STUDY

5. The Township acknowledges that Northland has commissioned and forwarded to the Township a study estimating the assessment and property tax impact of the Solar Project over 20 years.

SITE DECOMMISSIONING SECURITY DEPOSIT

6. In addition to the Solar Farm Policy Fee, upon execution of this Agreement, Northland will provide the Township with a Site Decommissioning Security Deposit in the amount of \$164,800 in cash. The Parties agree that the sole purpose of the Site Decommissioning Security Deposit is to secure Northland's obligation to pay for site decommissioning and to return the site to its pre-construction state, and that the Site Decommissioning Security Deposit will be fully refunded to Northland with interest provided that Northland retires the Solar Project in accordance with the Decommissioning Plan Report and any directions provided by the Director or District Manager as required under the REA Approval.
7. The Township will hold the Site Decommissioning Security Deposit in an interest-bearing account with a Schedule 1 bank, and will provide Northland with periodic reports and audits respecting the status of such account.
8. At the conclusion of Northland's 20 year feed-in tariff contract with the Ontario Power Authority, the Township will repay to Northland the unused portion of the Site Decommissioning Security Deposit plus all accrued interest, together with a final accounting of these funds. In the event that there is an extension of Northland's 20 year contract with the

Ontario Power Authority, the Parties will enter into such further agreement or arrangement as may be appropriate with respect to the future repayment of the unused portion of these funds.

WETLAND AND WOODLOT DEDICATION

9. Northland will dedicate to the Township or to a conservation land trust or other similar entity as determined by the Township, the portion of the Lands identified on Schedule 1 as "Wet Land" and "Conservation Land 69.43 Acres", and the portion of the Lands identified on Schedule 1 as "Remain Forest Coverage of 27.45 Acres", for a total of 96.88 acres, subject to the Township's agreement to pay its own legal fees and other related fees and costs that are required to complete this transaction.

10. Northland will reasonably cooperate with the Township with respect to the joint provision of a future pathway between the woodlot and wetland areas identified in Schedule 1, subject to obtaining any additional approvals that may be necessary from the County, the local Conservation Authority, the Ministry of Natural Resources and the Ministry of the Environment.

TREE COMPENSATION AND FOREST MANAGEMENT PLAN FOR WOODLOT 3

11. Northland will engage the services of EcoTec Environmental Consultants Inc., or a similarly qualified consultant ("EcoTec"), to develop a tree compensation and forest management plan for the compensation of clearing of Woodlot 3 (the "Compensation Plan") in consultation with the Township and the County Forester. The Compensation Plan will consist of the following stages and elements:

(a) Stage 1: Tree Inventory

(1) A woodlot evaluation will be carried out for the portion of Woodlot 3 requiring tree removal and grubbing.

(2) An evaluation of the existing woody vegetative cover on site will include an assessment of the species composition, age, and condition of wooded areas.

(3) Vegetation communities will be classified through the use of the Ecological Land Classification System (ELC) Manual for Southern Ontario (Lee et al., 1998). In addition, the location of any specimens considered to be significant based on species, size, and/or age will be recorded. National, provincial, and regional rarity will be assessed observed flora based on information supplied by the Natural Heritage Information Centre ("NHIC"), Mississippi Valley Conservation Authority ("MVCA"), and Rideau Valley Conservation Authority ("RVCA").

(4) Deliverables to be completed as part of Stage 1 will include a letter document and a PDF map showing the location of areas/specimens to be conserved or compensated for.

(b) Stage 2: Development of Compensation Plan

(1) A compensation/enhancement strategy for the portion of Woodlot 3 to be removed will be developed. This strategy will include a 1:1.2 tree re-planting compensation ratio, and Northland will consider compensation planting at neighbouring properties within an agreed distance from the Solar Project, having an agreed minimum planting area and size. There may also be an opportunity to utilize an existing shoreline rehabilitation program. The strategy will

be approved, if and as required, by MVCA and/or RVCA, the Ministry of Natural Resources, and the Township.

(2) Northland and EcoTec will be available to meet as required to develop the Compensation Plan.

WATER (GROUNDWATER QUALITY AND QUANTITY)

12. Northland acknowledges that there is a negligible risk that the Solar Project may impact groundwater quality and/or quantity. Notwithstanding, Northland agrees to take the following steps at its expense to ensure the protection of groundwater quality and quantity:

(a) Construction and Well-Monitoring

(1) The Solar Project will include approximately 10,000 galvanized steel posts, which are comparable to fence posts, that will be used as foundations for the tables used to support solar modules. The steel posts will go below the frost line to prevent frost heave, although these will not be as long as typical potable water wells, which are sometimes drilled hundreds of feet into ground.

(2) Northland will perform pre-construction, during construction (if requested/required by the Township or homeowner), and post-construction well monitoring for nearby residents that request this, within 500 metres of the Lands on which the Solar Project will be constructed. Both ground water quality and quantity (i.e. flow rates) will be tested and documented. Residents will be provided with copies of the results. Northland will commit to doing two (2) well samples in the 6-month period after substantial completion of the construction of the Solar Project.

(b) Contingencies

(1) In the unlikely event that a groundwater complaint arises during the construction activities, Northland will repeat the sampling at the complainant's residence. The water samples will be submitted as "high priority" (rush analysis) to a qualified laboratory. If the results show that the water quality or quantity issue is confirmed to be directly related to the construction activities at the Solar Project, Northland will immediately provide bottled water to the impacted party and implement a contingency plan as follows:

- (i) Supply bottled water or water cooler for drinking (potable uses).
- (ii) Supply portable water supply for household use (non-potable) - storage tank.
- (iii) Fill dug well (if present) with trucked potable water.
- (iv) Perform ongoing tests the domestic well water is acceptable levels, or similar to pre-construction quality.
- (v) Retain a licensed driller to assess the well and determine if deepening or other options are available.

- (vi) If there is a demonstrated long-term effect, provide a suitable domestic water treatment system (for example with Ultra Violet Light (UV), disinfection, Reverse Osmosis (RO) and/or other appropriate filtration).
- (vii) Evaluate modifications to the Solar Project construction process which potentially caused groundwater issues.

(2) Northland will notify the Ministry of the Environment of any complaints and the actions proposed by Northland to address such complaints.

DRAINAGE

13. Northland or its retained contractor or engineer will prepare for submission to the Township's Public Works and/or Roads Department a storm water management plan to ensure that offsite drainage is not negatively impacted as a result of the Solar Project.

14. Northland agrees to take any necessary steps to ensure that pre-existing flows to and from the Solar Project are not altered or increased in a manner that would have a deleterious impact on neighbouring properties and infrastructure, including if necessary, the improvement of adjacent ditches and culverts.

15. If requested by the Township and if feasible and permitted by the local conservation authority, Northland will consider the incorporation of additional storm water and drainage control features within the Solar Project, if it is demonstrated that this is necessary in order to remedy any drainage impacts on neighbouring properties and infrastructure that arise as a result of the construction of the Solar Project.

LIGHTING

16. In order to minimize any potential "light pollution", Northland agrees that the Solar Project will not use lights activated by motion sensors, with the exception of motion activated security cameras along the perimeter of the site and in the interior that are required for safety and security purposes. Exterior switched lights will be installed in each of the inverter buildings, and will only be switched on when required for maintenance, operations or emergency purposes.

BUFFERING AND VISUAL IMPACT

17. In order to minimize the visual impact that the Solar Project may have on neighbouring properties, Northland acknowledges that it engaged the services of IBI Group ("IBI") to undertake a Visual Impact Assessment, which included photo renderings and draft/conceptual landscaping plans for two directly affected areas, namely, (1) the adjacent neighbour (the "Sirois Property"), and (2) the view shed along Narrow Locks Road.

18. Northland agrees to implement the landscape and vegetative buffers that have been prepared by IBI in consultation with the owner of the Sirois Property and the Township, as set out in Schedule 4.

PUBLIC SAFETY: FIRE AND SITE ACCESS

19. Northland agrees to provide fire access gates to the Solar Project, as illustrated in Schedule 1. Northland acknowledges that perimeter roads are preferred in order to provide access to all areas of the Solar Project, as well as (fire) breaks between the development and neighbouring properties.

ROAD USERS AGREEMENT

20. Northland and the Township agree that Northland will enter into a Road Users Agreement with the County.

21. The Township agrees that this Agreement with Northland can be executed notwithstanding the timing of the finalization and execution of a Road Users Agreement between Northland and the County, and that Northland will not be obliged to pay any additional fee, charge or levy whatsoever to the Township in connection with a Road Users Agreement.

INDEMNITY

22. Northland agrees to indemnify and save the Township harmless from and against any damages, losses or costs sustained by the Township exclusively arising from any third party claims made against the Township in relation to this Agreement.

PROOF OF INSURANCE

23. Northland agrees to annually provide proof of insurance of the Solar Project at the Township's request.

REGISTRATION

24. Northland consents to the registration of bare notice of this Agreement against the title of the Lands provided that the Township pays all required costs and fees for such registration.

NOTICE

25. Service of any document required to be served pursuant to this Agreement shall be made personally or by registered mail or by facsimile or by electronic mail as follows:

On the Township: The Corporation of Tay Valley Township
217 Harper Road, R.R. 4
Perth, Ontario, K7H 3C6

Attention: Chief Administrative Officer

E Mail: cao@tayvalleytwp.ca

Fax: (613) 264-8516

On Northland: Northland Power Solar North Burgess L.P.
30 St. Clair Avenue West, 12th Floor
Toronto, Ontario, M4V 3A1

Attention: John Brace, President

E Mail: johnbrace@northlandpower.ca

Fax: (416) 962-6266

Notice shall be conclusively deemed to have been received on the third business day following mailing or respectively, on the date of personal service or the date of transmission contained in the facsimile transmission printout or the electronic mail transmission.

VALIDITY

26. The invalidity of any particular provision of this Agreement shall not affect any other provision, but this Agreement shall be construed as if the invalid provision had been omitted.

ENTIRE AGREEMENT

27. This Agreement constitutes the entire agreement between the Parties, and there is no representation, warranty, collateral agreement or condition affecting this Agreement other than as expressed herein in writing.

TIME OF ESSENCE

28. Time shall, in all respects, be of the essence, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties, or by their respective solicitors.

SUCCESSORS AND ASSIGNS

29. This Agreement is to the benefit of the Township and is binding upon the respective successors and assigns of Northland.

INTERPRETATION

30. This Agreement is to be read with all changes in gender or number as required by the context.

31. The Recitals contained herein are true and accurate.

32. The Schedules attached to this Agreement form an integral part of this Agreement.

33. This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.

EXECUTION IN PARTS

34. This Agreement may be executed and delivered in any number of separate counterparts, each of which when executed and delivered is an original but all of which taken together constitutes one and the same instrument.

IN WITNESS WHEREOF the Township and Northland have affixed their respective corporate seals under the hands of their offices duly authorized in that behalf.

NORTHLAND POWER SOLAR NORTH BURGESS L.P.

**By its General Partner, Northland Power Solar North Burgess
GP Inc.**

Per:

Name:

Title:

Date:

I/We have the authority to bind the Corporation.

THE CORPORATION OF TAY VALLEY TOWNSHIP

Per:

Name: Keith Kerr

Title: Reeve

Per:

Name: Janie Laidlaw

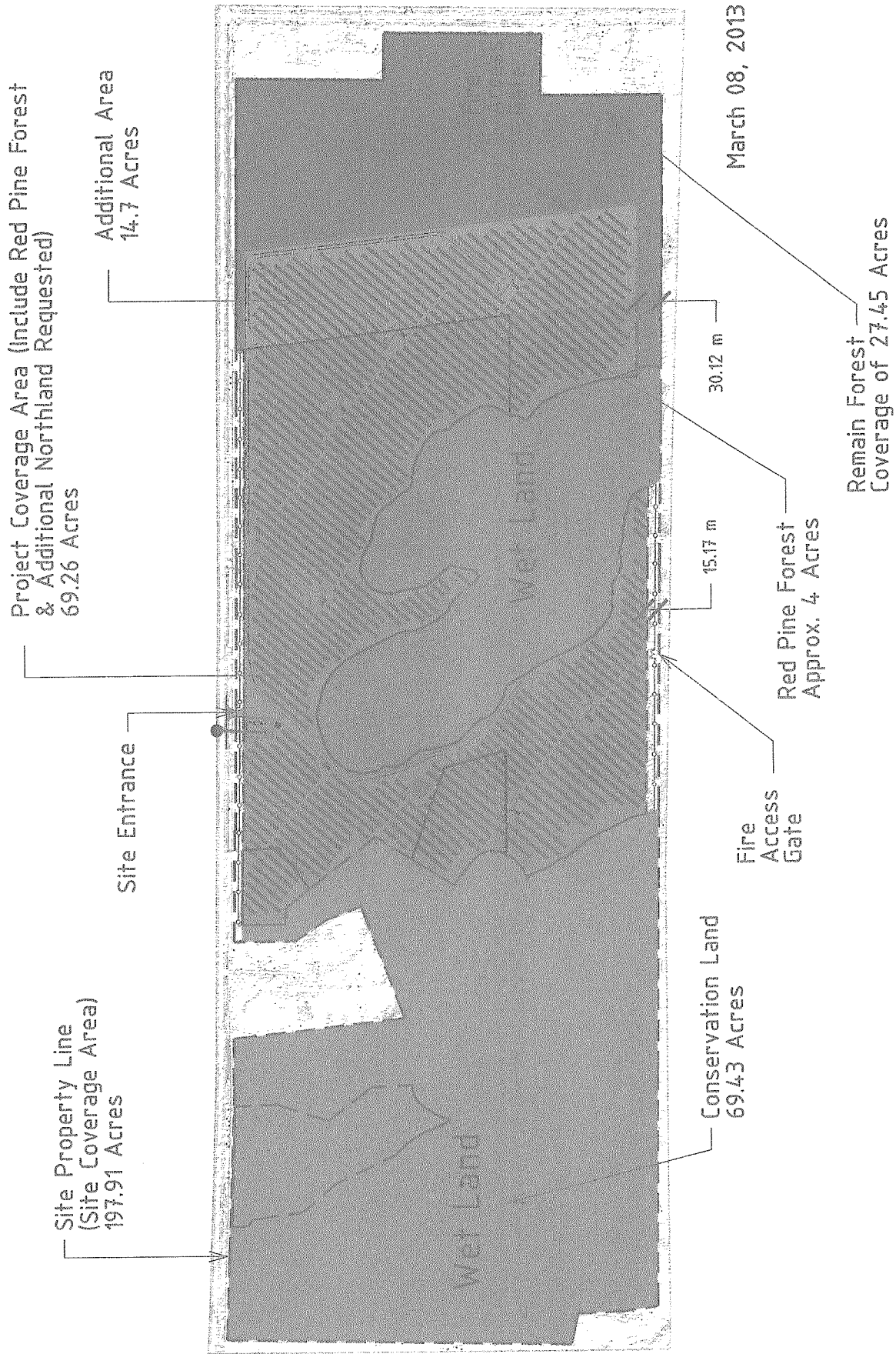
Title: Acting Clerk

Date:

I/We have authority to bind the Corporation.

SCHEDULE 1





SCHEDULE 2

RENEWABLE ENERGY APPROVAL

NUMBER 5149-8YPMVG
Issue Date: November 7, 2012Northland Power Solar North Burgess LP
30 St. Clair Ave W, 12th Floor
Toronto, Ontario
M4V 3A1Project: North Burgess Solar Project
Location: Part of Lot 13, Concession 9
Tay Valley Township, County of Lanark

You have applied in accordance with Section 47.4 of the *Environmental Protection Act* for approval to engage in a renewable energy project in respect of a Class 3 solar facility consisting of the following:

- the construction, installation, operation, use and retiring of a Class 3 solar facility with a total name plate capacity of up to approximately 10 megawatts (AC).

For the purpose of this renewable energy approval, the following definitions apply:

1. "Acoustic Assessment Report" means the report included in the Application and entitled "North Burgess Solar Project Noise Assessment Study Report", dated September 13, 2012, prepared by Hatch Ltd. and signed by Oleg Belashov, Hatch Ltd. on September 13, 2012;
2. "Acoustic Audit" means an investigative procedure consisting of measurements and/or acoustic modelling of all sources of noise emissions due to the operation of the Equipment, assessed to determine compliance with the Noise Performance Limits set out in this Approval;
3. "Acoustic Audit Report" means a report presenting the results of an Acoustic Audit;
4. "Acoustical Consultant" means a person currently active in the field of environmental acoustics and noise/vibration control, who is knowledgeable about Ministry noise guidelines and procedures and has a combination of formal university education, training and experience necessary to assess noise emissions from solar facilities;
5. "Act" means the *Environmental Protection Act*, R.S.O 1990, c.E.19, as amended;

6. "Adverse Effect" has the same meaning as in the Act;
7. "Application" means the application for a Renewable Energy Approval dated November 8, 2011, and signed by John Brace, President and CEO, on behalf of Northland Power Solar North Burgess GP Inc. and all supporting documentation submitted with the application, including amended documentation submitted up to the date this Approval is issued;
8. "Approval" means this Renewable Energy Approval issued in accordance with Section 47.4 of the Act, including any schedules to it;
9. "A-weighting" means the frequency weighting characteristic as specified in the International Electrotechnical Commission (IEC) Standard 61672, and intended to approximate the relative sensitivity of the normal human ear to different frequencies (itches) of sound. It is denoted as "A";
10. "A-weighted Sound Pressure Level" means the Sound Pressure Level modified by application of an A-weighting network. It is measured in decibels, A-weighted, and denoted "dBA";
11. "Class 1 Area" means an area with an acoustical environment typical of a major population centre, where the background sound level is dominated by the activities of people, usually road traffic, often referred to as "urban hum";
12. "Class 2 Area" means an area with an acoustical environment that has qualities representative of both Class 1 and Class 3 Areas:
 - (a) sound levels characteristic of Class 1 during daytime (07:00 to 19:00 or to 23:00 hours);
 - (b) low evening and night background sound level defined by natural environment and infrequent human activity starting as early as 19:00 hours (19:00 or 23:00 to 07:00 hours);
 - (c) no clearly audible sound from stationary sources other than from those under impact assessment.
13. "Class 3 Area" means a rural area with an acoustical environment that is dominated by natural sounds having little or no road traffic, such as the following:
 - (a) a small community with less than 1000 population;
 - (b) agricultural area;
 - (c) a rural recreational area such as a cottage or a resort area; or
 - (d) a wilderness area.

14. "Company" means Northland Power Solar North Burgess LP, a limited partnership registered under the laws of Ontario, managed by its general partner Northland Power North Burgess GP Inc., and includes its successors and assignees;
15. "Decibel" means a dimensionless measure of Sound Level or Sound Pressure Level, denoted as dB;
16. "Director" means a person appointed in writing by the Minister of the Environment pursuant to section 5 of the Act as a Director for the purposes of section 47.5 of the Act;
17. "District Manager" means the District Manager of the appropriate local district office of the Ministry where the Facility is geographically located;
18. "Equipment" means the fourteen (14) inverters, seven (7) transformers, and one (1) transformer substation, and associated ancillary equipment identified in this Approval and as further described in the Application, to the extent approved by this Approval;
19. "Equivalent Sound Level" is the value of the constant sound level which would result in exposure to the same total A-weighted energy as would the specified time-varying sound, if the constant sound level persisted over an equal time interval. It is denoted L_{eq} and is measured in dB A-weighting (dBA);
20. "Facility" means the renewable energy generation facility, including the Equipment, as described in this Approval and as further described in the Application, to the extent approved by this Approval;
21. "Independent Acoustical Consultant" means an Acoustical Consultant who is not representing the Company and was not involved in preparing the Acoustic Assessment Report. The Independent Acoustical Consultant shall not be retained by the Acoustical Consultant involved in the noise impact assessment;
22. "Ministry" means the ministry of the government of Ontario responsible for the Act and includes all officials, employees or other persons acting on its behalf;
23. "Noise Control Measures" means measures to reduce the noise emissions from the Facility and/or Equipment including, but not limited to, barriers, silencers, acoustical louvres, hoods and acoustical treatment, described in the Acoustic Assessment Report;
24. "O. Reg. 359/09" means Ontario Regulation 359/09 "Renewable Energy Approvals under Part V.0.1 of the Act" made under the Act;
25. "Point of Reception" has the same meaning as in Publication NPC-205 or Publication NPC-232, as applicable, and is subject to the same qualifications described in those documents;
26. "Publication NPC-103" means the Ministry Publication NPC-103, "Procedures", August 1978;

27. "Publication NPC-104" means the Ministry Publication NPC-104, "Sound Level Adjustments", August 1978;
28. "Publication NPC-205" means the Ministry Publication NPC-205, "Sound Level Limits for Stationary Sources in Class 1 & 2 Areas (Urban)", October 1995;
29. "Publication NPC-232" means the Ministry Publication NPC-232, "Sound Level Limits for Stationary Sources in Class 3 Areas (Rural)", October 1995;
30. "Publication NPC-233" means the Ministry Publication NPC-233, "Information to be Submitted for Approval of Stationary Sources of Sound", October 1995;
31. "Sound Level" means the A-weighted Sound Pressure Level;
32. "Sound Level Limit" is the limiting value described in terms of the one hour A-weighted Equivalent Sound Level L_{eq} ;
33. "Sound Power Level" is ten times the logarithm to the base of 10 of the ratio of the sound power (Watts) of a noise source to standard reference power of 10^{-12} Watts;
34. "Sound Pressure" means the instantaneous difference between the actual pressure and the average or barometric pressure at a given location. The unit of measurement is the micro Pascal (μPa);
35. "Sound Pressure Level" means twenty times the logarithm to the base 10 of the ratio of the effective pressure (μPa) of a sound to the reference pressure of $20 \mu\text{Pa}$;
36. "UTM" means Universal Transverse Mercator coordinate system.

You are hereby notified that this approval is issued to you subject to the terms and conditions outlined below:

TERMS AND CONDITIONS

A - GENERAL

- A1. The Company shall construct, install, use, operate, maintain and retire the Facility in accordance with the terms and conditions of this Approval and the Application and in accordance with the following schedules attached hereto:

Schedule A - Facility Description

Schedule B - Coordinates of the Equipment and Noise Specifications

- A2. Where there is a conflict between a provision of this Approval and any document submitted by the Company, the conditions in this Approval shall take precedence. Where there is a conflict between one or more of the documents submitted by the Company, the document bearing the most recent date shall take precedence.
- A3. The Company shall ensure a copy of this Approval is:
- (1) accessible, at all times, by Company staff operating the Facility and;
 - (2) submitted to the clerk of each local municipality and upper-tier municipality in which the Facility is situated.
- A4. If the Company has a publicly accessible website, the Company shall ensure that the Approval and the Application are posted on the Company's publicly accessible website within five (5) business days of receiving this Approval.
- A5. The Company shall, at least six (6) months prior to the anticipated retirement date of the entire Facility, or part of the Facility, review its Decommissioning Plan Report to ensure that it is still accurate. If the Company determines that the Facility cannot be decommissioned in accordance with the Decommissioning Plan Report, the Company shall provide the Director and District Manager a written description of plans for the decommissioning of the Facility.
- A6. The Facility shall be retired in accordance with the Decommissioning Plan Report and any directions provided by the Director or District Manager.
- A7. The Company shall provide the District Manager and the Director at least ten (10) days written notice of the following:
- (1) the commencement of any construction or installation activities at the project location; and
 - (2) the commencement of the operation of the Facility.

B - EXPIRY OF APPROVAL

- B1. Construction and installation of the Facility must be completed within three (3) years of the later of:
- (1) the date this Approval is issued; or
 - (2) if there is a hearing or other litigation in respect of the issuance of this Approval, the date that this hearing or litigation is disposed of, including all appeals.
- B2. This Approval ceases to apply in respect of any portion of the Facility not constructed or installed before the later of the dates identified in Condition B1.

C - NOISE PERFORMANCE LIMITS

C1. The Company shall ensure that:

- (1) the Sound Levels from the Equipment, at the Points of Reception identified in the Acoustic Assessment Report, comply with the Sound Level Limit of 40 dBA as described in Publication NPC-232, subject to adjustment for tonality as described in Publication NPC-104;
- (2) the Equipment is constructed and installed at either of the following locations:
 - (a) at the locations identified in Schedule B of this Approval; or
 - (b) at a location that does not vary by more than 10 metres from the locations identified in Schedule B of this Approval and provided that,
 - i) the Equipment will comply with Condition C1 (1), and
 - ii) all setback prohibitions established under O. Reg. 359/09 are complied with.
- (3) the Equipment complies with the noise specifications set out in Schedule B of this Approval; and
- (4) all of the Noise Control Measures are fully implemented prior to the commencement of the operation of the Facility.

C2. If the Company determines that some or all of the Equipment cannot be constructed in accordance with Condition C1 (2), prior to the construction and installation of the Equipment in question, the Company shall apply to the Director for an amendment to the terms and conditions of the Approval.

C3. Within three (3) months of the completion of the construction of the Facility, the Company shall submit to the Director a written confirmation signed by an individual who has the authority to bind the Company that the UTM coordinates of the "as constructed" Equipment comply with the requirements of Condition C1 (2).

D - GROUNDWATER MONITORING

- D1. The Company shall implement the groundwater sampling and monitoring program described in the report included in the Application and entitled Baseline Well Water Monitoring Program and Construction Response Plan, dated November 11, 2011 and prepared by Hatch.
- D2. The Company shall report the summary of the results of the groundwater sampling and monitoring program on an annual basis to the District Manager.

E - STORMWATER MANAGEMENT

- E1. The Company shall employ best management practices for stormwater management and sediment and erosion control during construction, installation, use, operation, maintenance and retiring of the Facility, as outlined in the Application.

F - WATER TAKING ACTIVITIES

- F1. The Company shall not take more than 50,000 litres of water on any day by any means during the construction, installation, use, operation, maintenance and retiring of the Facility.

G - SEWAGE WORKS OF THE TRANSFORMER SUBSTATION SPILL CONTAINMENT FACILITY

- G1. The Company shall design and construct a transformer/substation spill containment facility which meets the following requirements:
- (1) the spill containment area serving the transformer substation shall have a minimum volume equal to the volume of transformer oil and lubricants plus the volume equivalent to providing a minimum 24-hour duration, 50-year return storm capacity for the stormwater drainage area around the transformer under normal operating conditions;
 - (2) the containment facility shall have an impervious concrete floor and walls or impervious plastic liner on floor and walls, sloped toward an outlet, maintaining a freeboard of approximately 0.25 metres terminating approximately 0.30 metres above grade, and a minimum 300mm layer of crushed stone (19mm to 38mm in diameter) within, all as needed in accordance to site specific conditions and final design parameters;
 - (3) the containment facility shall drain to an oil control device, such as an oil/water separator, a pump-out sump, an oil absorbing material in a canister or a blind sump; and
 - (4) the oil control device shall be equipped with an oil detection system and appropriate sewage appurtenances, such as, but not limited to: sump, oil/grit separator, pumpout manhole, level controllers, floating oil sensors, etc., that allows for batch discharges or direct discharges and for proper implementation of the monitoring program described in Condition G4.
- G2. The Company shall:
- (1) prior to the construction of the transformer substation spill containment facility, provide the District Manager and Director a report and drawings issued for construction signed and stamped by an independent Professional Engineer licensed in Ontario and competent in electrical engineering;

- (2) within six (6) months of the completion of the construction of the transformer substation spill containment facility, provide the District Manager and Director a report and drawings issued for construction signed and stamped by an independent Professional Engineer licensed in Ontario which includes the following:
 - (a) as-built drawings of the sewage works;
 - (b) confirmation that the transformer substation spill containment facility has been designed and installed according to appropriate specifications; and
 - (c) confirmation of the adequacy of the operating procedures and the emergency procedures manuals as it pertains to the installed sewage works.
- (3) as a minimum, check the oil detection system on a monthly basis and create a written record of the inspections;
- (4) ensure that the effluent is essentially free of floating and settle-able solids and does not contain oil or any other substance in amounts sufficient to create a visible film, sheen or foam on the receiving waters;
- (5) immediately identify and clean-up all losses of oil from the transformer;
- (6) upon identification of oil in the effluent pumpout, take immediate action to prevent the further occurrence of such loss; and
- (7) ensure that equipment and material for the containment, clean-up and disposal of oil and materials contaminated with oil are kept within easy access and in good repair for immediate use in the event of:
 - (a) loss of oil from the transformer,
 - (b) a spill within the meaning of Part X of the Act, or
 - (c) the identification of an abnormal amount of oil in the effluent.

G3. The Company shall design, construct and operate the sewage works such that the concentration of the effluent parameter named in the table below does not exceed the maximum concentration objective shown for that parameter in the effluent, and shall comply with the following requirements:

Effluent Parameters	Maximum Concentration Objective
Oil and Grease	15mg/L

- (1) notify the District Manager as soon as reasonably possible of any exceedance of the maximum concentration objective set out in the table above;
- (2) take immediate action to identify the cause of the exceedance; and
- (3) take immediate action to prevent further exceedances.

G4. Upon commencement of the operation of the Facility, the Company shall establish and carry out the following monitoring program for the sewage works:

- (1) the Company shall collect and analyze the required set of samples at the sampling points listed in the table below in accordance with the measurement frequency and sample type specified for the effluent parameter, oil and grease, and create a written record of the monitoring:

Effluent Parameters	Measurement Frequency and Sample Points	Sample Type
Oil and Grease	B - Batch, i.e., for each discrete volume in the sewer appurtenance as per G1(4) prior to pumpout; or Q - Quarterly for direct effluent discharge, i.e., four times over a year, relatively evenly spaced.	Grab

- (2) in the event of an exceedance of the maximum concentration objective set out in the table in Condition G3, the Company shall:

- (a) increase the frequency of sampling to once per month, for each month that effluent discharge occurs, and
- (b) provide the District Manager, on a monthly basis, with copies of the written record created for the monitoring until the District Manager provides written direction that monthly sampling and reporting is no longer required; and

- (3) if over a period of twenty-four (24) months of effluent monitoring under Condition G4 (1), there are no exceedances of the maximum concentration set out in the table in Condition G3, the Company may reduce the measurement frequency of effluent monitoring to a frequency as the District Manager may specify in writing, provided that the new specified frequency is never less than annual.

G5. The Company shall comply with the following methods and protocols for any sampling, analysis and recording undertaken in accordance with Condition G4:

- (1) Ministry of the Environment publication "Protocol for the Sampling and Analysis of Industrial/ Municipal Wastewater"; January 1999, as amended from time to time by more recently published editions, and
- (2) the publication "Standard Methods for the Examination of Water and Wastewater", 21st edition, 2005, as amended from time to time by more recently published editions.

H - TRAFFIC MANAGEMENT PLANNING

- H1. Within three (3) months of receiving this Approval, the Company shall prepare a Traffic Management Plan and provide it to the Township of Tay Valley and County of Lanark.

- H2. Within three (3) months of having provided the Traffic Management Plan to the Township of Tay Valley and the County of Lanark, the Company shall make reasonable efforts to enter into a Road Users Agreement with the Township of Tay Valley and the County of Lanark.
- H3. If a Road Users Agreement has not been signed with the Township of Tay Valley and the County of Lanark within three (3) months of having provided the Traffic Management Plan to the Township of Tay Valley and County of Lanark, the Company shall provide a written explanation as to why this has not occurred.

I - ARCHAEOLOGICAL RESOURCES

- I1. The Company shall implement all of the recommendations, if any, for further archaeological fieldwork and for the protection of archaeological sites found in the consultant archaeologist's report included in the Application, and which the Company submitted to the Ministry of Tourism, Culture and Sport in order to comply with clause 22 (2) (b) of O. Reg. 359/09.
- I2. Should any previously undocumented archaeological resources be discovered, the Company shall:
- (1) cease all alteration of the area in which the resources were discovered immediately;
 - (2) engage a consultant archaeologist to carry out the archaeological fieldwork necessary to further assess the area and to either protect and avoid or excavate any sites in the area in accordance with the *Ontario Heritage Act*, the regulations under that act and the Ministry of Tourism, Culture and Sport's *Standards and Guidelines for Consultant Archaeologists*; and
 - (3) notify the Director as soon as reasonably possible.

J - OPERATION AND MAINTENANCE

- J1. Prior to the commencement of the operation of the Facility, the Company shall prepare a written manual for use by Company staff outlining the operating procedures and a maintenance program for the Equipment that includes as a minimum the following:
- (1) routine operating and maintenance procedures in accordance with good engineering practices and as recommended by the Equipment suppliers;
 - (2) emergency procedures;
 - (3) procedures for any record keeping activities relating to operation and maintenance of the Equipment; and
 - (4) all appropriate measures to minimize noise emissions from the Equipment.

- J2. The Company shall:
- (1) update, as required, the manual described in Condition J1; and
 - (2) make the manual described in Condition J1 available for review by the Ministry upon request.
- J3. The Company shall ensure that the Facility is operated and maintained in accordance with the Approval and the manual described in Condition J1.

K - RECORD CREATION AND RETENTION

- K1. The Company shall create written records consisting of the following:
- (1) an operations log summarizing the operation and maintenance activities of the Facility;
 - (2) within the operations log, a summary of routine and Ministry inspections of the Facility; and
 - (3) a record of any complaint alleging an Adverse Effect caused by the construction, installation, use, operation, maintenance or retirement of the Facility.
- K2. A record described under Condition K1 (3) shall include:
- (1) a description of the complaint that includes as a minimum the following:
 - (a) the date and time the complaint was made;
 - (b) the name, address and contact information of the person who submitted the complaint;
 - (2) a description of each incident to which the complaint relates that includes as a minimum the following:
 - (a) the date and time of each incident;
 - (b) the duration of each incident;
 - (c) the wind speed and wind direction at the time of each incident;
 - (d) the ID of the Equipment involved in each incident and its output at the time of each incident;
 - (e) the location of the person who submitted the complaint at the time of each incident; and
 - (3) a description of the measures taken to address the cause of each incident to which the complaint relates and to prevent a similar occurrence in the future.

- K3. The Company shall retain, for a minimum of five (5) years from the date of their creation, all records described in Condition K1, and make these records available for review by the Ministry upon request.

L - NOTIFICATION OF COMPLAINTS

- L1. The Company shall notify the District Manager of each complaint within two (2) business days of the receipt of the complaint.
- L2. The Company shall provide the District Manager with the written records created under Condition J2 within eight (8) business days of the receipt of the complaint.
- L3. If the Company receives a complaint related to groundwater, the Company shall contact the District Manager within one (1) business day of the receipt of the complaint to discuss appropriate measures to manage any potential groundwater issues.

M - CHANGE OF OWNERSHIP

- M1. The Company shall notify the Director in writing, and forward a copy of the notification to the District Manager, within thirty (30) days of the occurrence of any of the following changes:
- (1) the ownership of the Facility;
 - (2) the operator of the Facility;
 - (3) the address of the Company;
 - (4) the partners, where the Company is or at any time becomes a partnership and a copy of the most recent declaration filed under the *Business Names Act*, R.S.O. 1990, c.B.17, as amended, shall be included in the notification; and
 - (5) the name of the corporation where the Company is or at any time becomes a corporation, other than a municipal corporation, and a copy of the most current information filed under the *Corporations Information Act*, R.S.O. 1990, c. C.39, as amended, shall be included in the notification.

SCHEDULE A

Facility Description

The Facility shall consist of the construction, installation, operation, use and retiring of the following:

- (a) Seven (7) arrays of photovoltaic (PV) modules or panels with a total name plate capacity of up to approximately 10 megawatts (AC), with each array containing one (1) cluster consisting of two (2) 800 kW inverters and one (1) 27.6 kV/1.6-MVA transformer; and
- (b) associated ancillary equipment, systems and technologies including one (1) transformer substation, on-site access roads, underground cabling and overhead distribution lines;

all in accordance with the Application.

SCHEDULE B

Coordinates of the Equipment and Noise Specifications

Coordinates of the Equipment are listed below in UTM, Z17-NAD83 projection:

Source ID	Sound Power Level (dBA)	Easting (m)	Northing (m)	Source description
Sub	90.8	396,659	4,963,853	27.6-kV/44-kV/10-MVA Transformer Substation
Inv1	91.3	396,354	4,963,581	1.6 MW Inverter Cluster
Inv2	91.3	396,354	4,963,726	1.6 MW Inverter Cluster
Inv3	91.3	396,573	4,963,833	1.6 MW Inverter Cluster
Inv4	91.3	396,704	4,963,684	1.6 MW Inverter Cluster
Inv5	91.3	396,835	4,963,487	1.6 MW Inverter Cluster
Inv6	91.3	396,835	4,963,367	1.6 MW Inverter Cluster
Inv7	91.3	396,763	4,963,231	1.6 MW Inverter Cluster
Trans1	80.1	396,359	4,963,580	360-V/27.6-kV/1.6-MVA Transformer
Trans2	80.1	396,359	4,963,725	360-V/27.6-kV/1.6-MVA Transformer
Trans3	80.1	396,579	4,963,832	360-V/27.6-kV/1.6-MVA Transformer
Trans4	80.1	396,710	4,963,683	360-V/27.6-kV/1.6-MVA Transformer
Trans5	80.1	396,840	4,963,487	360-V/27.6-kV/1.6-MVA Transformer
Trans6	80.1	396,840	4,963,366	360-V/27.6-kV/1.6-MVA Transformer
Trans7	80.1	396,768	4,963,230	360-V/27.6-kV/1.6-MVA Transformer

Note: The inverter and transformer Sound Power Level values in the above table correspond to the combined output of all the inverters in each cluster, and include the 5 Decibel (dB) adjustment for tonality as prescribed in Publication NPC-104.

The reasons for the imposition of these terms and conditions are as follows:

1. Conditions A1 and A2 are included to ensure that the Facility is constructed, installed, used, operated, maintained and retired in the manner in which it was described for review and upon which Approval was granted. These conditions are also included to emphasize the precedence of conditions in the Approval and the practice that the Approval is based on the most current document, if several conflicting documents are submitted for review.
2. Conditions A3 and A4 are included to require the Company to provide information to the public and the local municipality.
3. Conditions A5 and A6 are included to ensure that final retirement of the Facility is completed in an aesthetically pleasing manner, in accordance with Ministry standards, and to ensure long-term protection of the health and safety of the public and the environment.
4. Condition A7 is included to require the Company to inform the Ministry of the commencement of activities related to the construction, installation and operation of the Facility.
5. Condition B is intended to limit the time period of the Approval.
6. Condition C1 is included to provide the minimum performance requirement considered necessary to prevent an Adverse Effect resulting from the operation of the Equipment and to ensure that the noise emissions from the Equipment will be in compliance with applicable limits set in Publication NPC-232.
7. Conditions C2 and C3 are included to ensure that the Equipment is constructed, installed, used, operated, maintained and retired in a way that meets the regulatory setback prohibitions set out in O. Reg. 359/09.
8. Conditions D, E, F and I are included to ensure that the Facility is constructed, installed, used, operated, maintained and retired in a way that does not result in an Adverse Effect or hazard to the natural environment or any persons.
9. Condition G1 is included to ensure that the sewage works of the transformer/substation spill containment facility are designed to have adequate capacity to provide spill control. This condition is also included to enable compliance with this Approval, such that the environment is protected and deterioration, loss, injury or damage to any person, property or the environment is minimized and/or prevented.
10. Condition G2 is included to ensure that the sewage works of the transformer/substation spill containment facility will be designed, installed, operated and maintained in accordance with the information submitted by the Company, and to adequately manage and clean-up any oil spill from the transformer.
11. Condition G3 is included to establish non-enforceable effluent quality objectives which the Company is required to strive towards on an ongoing basis. These objectives are to be used as a mechanism to trigger corrective action proactively and voluntarily before environmental impairment occurs.

12. Conditions G4 and G5 are included to require the Company to demonstrate that the performance of the sewage works of the transformer/substation spill containment facility is at a level consistent with the design and effluent objectives specified in the Approval and is not causing any impairment to the environment.
13. Condition H is included to protect archaeological resources that may be found at the project location.
14. Condition J is included to emphasize that the Equipment must be maintained and operated according to a procedure that will result in compliance with the Act, O. Reg. 359/09 and this Approval.
15. Condition K is included to require the Company to keep records and provide information to the Ministry so that compliance with the Act, O. Reg. 359/09 and this Approval can be verified.
16. Condition L is included to ensure that any complaints regarding the construction, installation, use, operation, maintenance or retirement of the Facility are responded to in a timely and efficient manner.
17. Condition M is included to ensure that the Facility is operated under the corporate name which appears on the application form submitted for this Approval and to ensure that the Director is informed of any changes.

NOTICE REGARDING HEARINGS

In accordance with Section 139 of the Environmental Protection Act, within 15 days after the service of this notice, you may by further written notice served upon the Director, the Environmental Review Tribunal and the Environmental Commissioner, require a hearing by the Tribunal.

In accordance with Section 47 of the Environmental Bill of Rights, 1993, the Environmental Commissioner will place notice of your request for a hearing on the Environmental Registry.

Section 142 of the Environmental Protection Act provides that the notice requiring the hearing shall state:

1. The portions of the renewable energy approval or each term or condition in the renewable energy approval in respect of which the hearing is required, and;
2. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

The signed and dated notice requiring the hearing should also include:

3. The name of the appellant;
4. The address of the appellant;
5. The renewable energy approval number;
6. The date of the renewable energy approval;
7. The name of the Director;
8. The municipality or municipalities within which the project is to be engaged in;

This notice must be served upon:

The Secretary*
Environmental Review Tribunal
655 Bay Street, 15th Floor
Toronto, Ontario
M5G 1E5

AND

The Environmental Commissioner
1075 Bay Street, 6th Floor
Suite 605
Toronto, Ontario
M5S 2B1

AND

The Director
Section 47.5, Environmental Protection Act
Ministry of the Environment
2 St. Clair Avenue West, Floor 12A
Toronto, Ontario
M4V 1L5

* Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 314-4600, Fax: (416) 314-4506 or www.ert.gov.on.ca

Under Section 142.1 of the Environmental Protection Act, residents of Ontario may require a hearing by the Environmental Review Tribunal within 15 days after the day on which notice of this decision is published in the Environmental Registry. By accessing the Environmental Registry at www.ebr.gov.on.ca, you can determine when this period ends.

Approval for the above noted renewable energy project is issued to you under Section 47.5 of the Environmental Protection Act subject to the terms and conditions outlined above.

DATED AT TORONTO this 7th day of November, 2012



Vic Schroter, P.Eng.

Director
Section 47.5, Environmental Protection Act

SR/

c: District Manager, MOE - Ottawa
Sean Male, Hatch

SCHEDULE 3



SENT BY E-MAIL

Mr. Malcolm Morris
Chief Administrative Officer
The Corporation of Tay Valley Township
217 Harper Road, R.R. 4
Perth, ON K7H 3C6

Dear Mr. Morris:

Letter of Intent -- Northland Power North Burgess Solar Development Project (the "Project")

This Letter of Intent describes the terms and conditions of a proposed agreement (the "Agreement") which Northland Power Solar North Burgess L.P. ("Northland") is willing to enter into with The Corporation of Tay Valley Township ("the Township").

As a condition precedent to Northland entering into the Agreement, the following three conditions must first be satisfied (the "Conditions Precedent"):

1. That Township Council adopt a resolution indicating its support for the Project that will enable the Project to proceed on the basis of approximately 70 developable acres and 9.0 MW-AC, in accordance with the Site Plan attached as Schedule 1 to this Letter of Intent;
2. That Township Council adopt a resolution recommending that Council of the County of Lanark (the "County") grant an exception to County's Tree Cutting By-law No. 81-34, in order to permit the removal of approximately 19 acres of trees on the southern portion of Pt Lot 13 Conc. 9, North Burgess described as Woodland 3 in the Natural Heritage Evaluation of Significance Report ("Woodland 3") within the approximately 70 developable acres as illustrated in Schedule 1; and
3. That County Council, at its meeting to take place on August 29, 2012, grant an exception to the County's Tree Cutting By-law No. 81-34 in order to permit the removal of approximately 19 acres of trees in Woodland 3 within the approximately 70 developable acres as illustrated in Schedule 1.

On the understanding that Resolution Numbers C-2012-08-04 and C-2012-08-05 adopted by Township Council at its meeting on August 14, 2012 were intended to support the Project on the basis of approximately 70 developable acres and 9.0 MW-AC as set out in Schedule 1, the parties acknowledge that Conditions Precedent 1 and 2 have been satisfied. On the basis of this understanding, and subject to Condition Precedent 3 being satisfied, the Agreement between Northland and the Township will include the following terms and conditions:

30 St. Clair Avenue West, 12th Floor, Toronto, Ontario, Canada M4V 3A1 t: 416.962.6262 f: 416.962.6266

1. Tree Compensation and Forest Management Plan (the "Restoration Plan")

Northland will develop the Restoration Plan for Woodland 3 in consultation with the Township and the County Forester. Northland has engaged the services of EcoTec to prepare a tree inventory, proposed tree compensation and forest management plans for the review of the Township and the County Forester. The Restoration Plan will include the following 2 stages:

Stage 1: Tree Inventory

A woodlot evaluation will be carried out for the portion of Woodland 3 requiring tree removal and grubbing. An evaluation of the existing woody vegetative cover on site will include an assessment of the species composition, age, and condition of wooded areas. Vegetation communities will be classified through the use of the Ecological Land Classification System (ELC) Manual for Southern Ontario (Lee et al., 1998). In addition, the location of any specimens considered to be significant based on species, size, and/or age will be recorded. National, provincial, and regional rarity will be assessed for observed flora based on information supplied by the Natural Heritage Information Centre (NHIC), Mississippi Valley Conservation (MVC), and Rideau Valley Conservation Authority (RVCA).

Deliverables to be completed as part of Stage 1 will include a letter document and a PDF map showing the location of areas/specimens to be conserved or compensated for.

Stage 2: Development of an Acceptable Tree Compensation and Forest Management Plan

This will include development of a compensation/enhancement strategy for the portion of Woodland 3 to be removed. This strategy may include greater than 1:1 tree re-planting offsite, to be determined. The strategy will be conceptual and be for the purpose of discussion and approval by the MVC and/or RVCA, and MNR if required, and the Township's Council.

EcoTec and Northland staff will be available to meet as required to develop the compensation and forest management plans.

2. Water (Groundwater Quality and Quantity)

Northland is committed to ensuring that neighbours and the community are protected, and at ease with the Project. In order to protect groundwater quality and quantity, the Project will include approximately 10,000 galvanized steel posts, which are comparable to fence posts, that will be used as foundations for the tables used to support solar modules. The steel posts will go below the frost line to prevent frost heave, but will not be as long as typical potable water wells, which are sometimes drilled hundreds of feet into the ground.

Northland is committed to performing pre-construction, during construction (if requested/required), and post construction well monitoring for nearby residents that request it, within 500 metres of the Project location. Both ground water quality and quantity (i.e. flow rates) will be tested and documented. Residents will be provided with copies of the results. Northland will commit to doing (2) two well samples in the 6-month period after substantial completion has been attained.

Contingencies

In the unlikely event that a groundwater complaint arises during the construction activities, Northland will repeat the sampling at the complainant's residence. The water samples will be submitted as "high priority" (rush analysis) to a qualified laboratory. If the results show that the water quality or quantity issue is confirmed to be directly related to the construction activities at the Project, Northland will immediately provide bottled water to the impacted party and implement a contingency plan as follows:

- (i) Supply bottled water or water cooler for drinking (potable uses).
- (ii) Supply portable water supply for household use (non-potable) – storage tank.
- (iii) Fill dug well (if present) with trucked potable water.
- (iv) Perform ongoing tests until the domestic well water is within acceptable levels, or similar to pre-construction quality.
- (v) Retain licensed driller to assess well and determine if deepening or other options are available.
- (vi) If there is a demonstrated long-term effect, provide a suitable domestic water treatment system (for example with UV disinfection, Reverse Osmosis (RO), and/or other appropriate filtration).
- (vii) Evaluate modifications to the solar farm construction process which potentially caused groundwater issues.

The MOE will be notified of any complaints and the actions proposed by Northland to address such complaints.

3. Drainage

A detailed storm water management plan will be made available to the Township's Public Works and/or Roads Department and Northland will cooperate with the Township to ensure offsite drainage is not negatively impacted. Northland is committed to ensuring that pre-existing flows on and off of the Project site are not altered or increased, if that would have a deleterious impact on neighbouring properties or infrastructure. Northland will work with the Township and neighbouring property owners to improve adjacent ditches and culverts, in order to improve drainage, if it is necessary.

In some cases, completed solar farms can incorporate small storm water retention areas or ponds. If this is a desirable feature that could help mitigate any existing drainage issues, Northland would be pleased to discuss this with the Township.

4. Lighting

Northland is committed to minimizing light pollution. Given the rural environment the solar farm is situated in, there is sensitivity to "light pollution". Lights activated by motion sensors (that could be turned on by small animals) will not be used. Exterior switched lights will be on

each of the inverter buildings, and it anticipated that these would only be used (or switched on at night) when, or if, service personnel were on site performing maintenance. Motion activated security cameras may be used along the perimeter of the site, as well as the interior, for safety and security purposes.

5. Buffering and Visual Impact

Northland recognizes the rural environment that the solar farm is situated in, and the need for visual and vegetative buffers.

Northland has engaged IBI Group to undertake a Visual Impact Assessment (VIA), which will include photo renderings and draft/conceptual landscaping plans for two directly affected areas, namely, (1) the adjacent neighbour (Sirois), and (2) the view shed along Narrows Locks Road. Northland is committed to putting in place sufficient land and vegetative buffers to mitigate the visual impacts of the solar development.

Northland is proposing a 102 to 118 metre buffer to the south of the Sirois property, which is quite large and beyond anything that would normally be required for other forms of development. The buffer east of the barn, where potential visual impacts are much lower, is approximately 40 metres. Northland will also present conceptual landscaping plans to the adjacent neighbour (Sirois) and work to put in place a mutually agreeable vegetative buffer.

Northland will work with the Township, and present a conceptual landscaping plan that shows the proposed setback and vegetative buffer between the solar facilities' fence and the road right of way (ROW), and to put in place a mutually agreeable vegetative buffer to mitigate the visual impact of the solar farm.

6. Public Safety: Fire and Site Access

Northland is committed to working with the Township's Fire Department and will provide a draft of the proposed site layout for the Fire Chief's review and comment. Perimeter roads are preferred (ideal) to provide access to all areas of the development, as well as (fire) breaks between the development and neighbouring properties.

7. Solar Farm Policy Fee

Northland is committed to paying the proposed and requested \$140,000 Solar Farm Policy Fee upon execution of a formal agreement prior to the commencement of construction. No component of this fee will reference property value devaluation. Northland has commissioned, and has forwarded to the Township, a study to estimate what the Municipal Property Assessment Corporation (MPAC) based annual taxation amount will be; this is estimated to be on the order of \$32,000 per year, which is a significant increase over the current property taxes and represents an additional contribution in tax revenue of over \$600,000 over 20 years.

Northland is also committed to paying the requested "Site Decommissioning Security Deposit" upon execution of a formal agreement prior to commencement of construction. The Site Decommissioning Security Deposit will be made as an up-front lump sum payment in the amount of \$164,800. Further details, including the implementation and administration of this

payment, and the repayment of the unused portion of the Site Decommissioning Security Deposit together with accrued interest to Northland at the end of Northland's 20 year contract with Ontario Power Authority, will be determined in cooperation with the Township.

8. Wetland and Woodlot Dedication

Northland will donate the wetland area to the northwest of the Project, having an area of approximately 69 acres to a conservation land trust, or such other entity to be determined in consultation with the Township. Northland is prepared to make a similar dedication of the remainder of Woodland 3, containing approximately 28 acres, that is excess to the Project's requirements.

9. Execution of Letter of Intent

If the Township agrees with the foregoing terms and conditions, and is prepared to enter into the Agreement in accordance with these terms and conditions, please arrange for the appropriate officers to sign below in duplicate and return one copy to Northland on or before September 12, 2012 at Northland's address shown above.

**NORTHLAND POWER SOLAR NORTH
BURGESS L.P.**

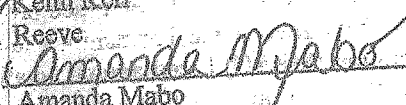
By: 
Name: Sam Mantemuto
Title: Chief Operating Officer

By: -
Name: n/a

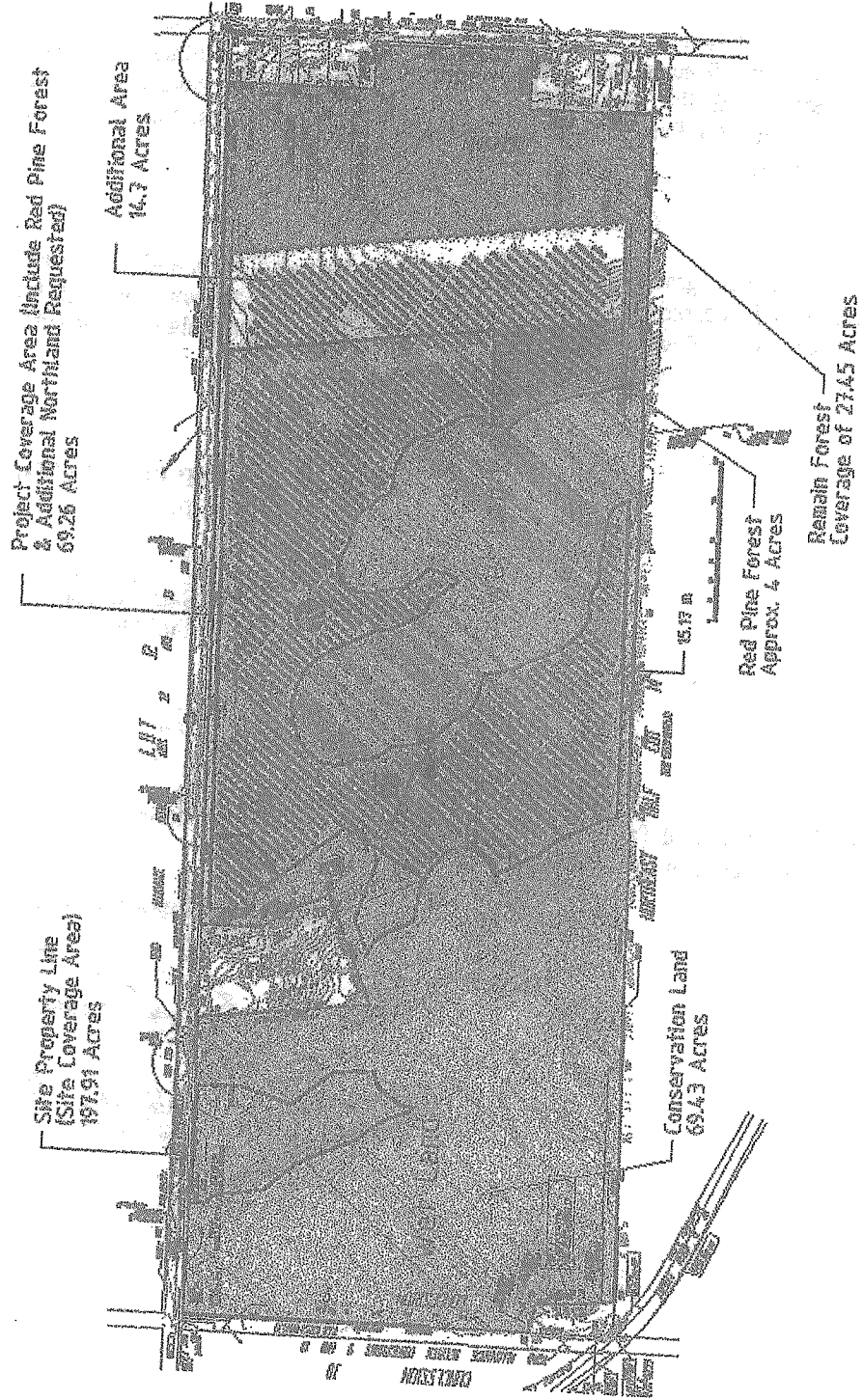
The Corporation of Tay Valley Township hereby agrees to the terms and conditions outlined in the above Letter of Intent this 12th day of September, 2012.

**THE CORPORATION OF TAY VALLEY
TOWNSHIP**

By: 
Keith Kerr
Reeve

By: 
Amanda Mabo
Clerk

Schedule 1: Northland North Burgess 70-acre / 9.0MW-AC Site Plan



1
2
3

SCHEDULE 4

