

MII AMARANTH - DEVELOPMENT AGREEMENT

Made as of February 20, 2008.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF AMARANTH

(the "Township")

OF THE FIRST PART;

- and -

CANADIAN HYDRO DEVELOPERS, INC.

("Canadian Hydro")

OF THE SECOND PART

Collectively referred to herein as the "Parties", individually a "Party".

WHEREAS Canadian Hydro is the developer of the Lands and tenant of parts of each of the parcels of Lands;

WHEREAS Mii Amaranth is proposed for the Lands in accordance with the completed Environmental Screening Report and required Official Plan and Zoning By-law amendments;

AND WHEREAS Canadian Hydro has appealed the failure of the Township to adopt the Official Plan Amendment, the related Zoning By-law Amendment and Site Plan applications for the wind turbines and for the second transformer at the commercial substation to the OMB;

AND WHEREAS the Township and Canadian Hydro have entered into Minutes of Settlement whereby the Township agreed to support a modified form of Official Plan Amendment and modified forms of zoning by-law Amendments and site plans;

AND WHEREAS the Township has approved the Site Plans for the wind turbines and accordingly Canadian Hydro has withdrawn its appeals of such site plans;

AND WHEREAS the OMB has concluded a hearing of the Canadian Hydro appeals of the Official Plan Amendment and the Zoning By-law Amendment and the issuance of the Board's Order will in any event be withheld pending the satisfaction of certain conditions set out in the Minutes of Settlement between the Township and Canadian Hydro;

AND WHEREAS MII Amaranth will necessitate Works;

AND WHEREAS entirely at its own risk Canadian Hydro may wish to proceed with certain of those Works as are set out in Schedule "B" to this Agreement, subject to such Works, including roadworks, power line installation and site preparation being lawfully permitted and subject to the execution of this Agreement by the parties;

AND WHEREAS the Works, together with the estimated costs, are described in Schedule "C" to this Agreement;

AND WHEREAS Canadian Hydro warrants that it has the authority from the Owners to enter into this Agreement;

AND WHEREAS the Parties hereto have entered into this Agreement for the purpose of defining the terms and conditions upon which the installation of the said Works will be carried out;

AND WHEREAS the Ministry of the Environment has issued a Certificate of Approval (Air) No. 7389-75NRFT dated August 20, 2007 in respect of the wind turbines and has issued Certificate of Approval (Air) No. 2233-6X9NBQ dated October 17, 2007 in respect of the First Phase of the transformer station, attached as Schedules J-1 and J-2, as these may be amended from time to time;

AND WHEREAS Canadian Hydro has obtained, or will obtain, written approval of various agencies, where required, including, but not limited to, Ministry of the Environment, Grand River Conservation Authority, County of Dufferin, and Hydro One Networks Inc. to the satisfaction of the Township where they relate to installation of services;

AND WHEREAS Canadian Hydro has entered into a Renewable Energy Supply II Contract with the Ontario Power Authority pursuant to which it is required to have the Melancthon II Wind Project in service by October 31, 2008;

AND WHEREAS Canadian Hydro and the Township are or shall be parties to Site Plan Agreements;

NOW THEREFORE, this Agreement witnesseth that in consideration of the covenants herein contained, and other good and valuable consideration, the Parties hereto covenant and agree as follows:

PART I – DEFINITIONS

For purposes of this Agreement:

"Arbitration" means private and confidential binding arbitration held in Ontario in English and governed by Ontario law;

"Canadian Hydro's Engineer" means a Consulting Professional Engineer, skilled and experienced, to design, supervise, lay out and inspect the Works and to be responsible to the Township for the design, supervision, layout, inspection, maintenance and remedying of defects;

"Claimant" means the Party seeking the Arbitration;

"Complaint" means a statement, prepared by the Claimant for the purposes of the Arbitration, including, in detail, the allegations of fact and statements of legal principles it will rely on;

"Construction and Environmental Management Plan" means Schedule "E" to this Agreement.

"Construction Manager" means the person appointed to this position pursuant to the Construction and Environmental Management Plan.

"Construction Security" means letters of credit or cash in the sum of \$650,000.00 deposited with the Township to guarantee compliance with the Pre-servicing and Construction Part and the General Part of this Agreement or to otherwise permit the Township to enforce the terms of this Agreement;

"Decommissioning Security" means letters of credit or cash in the sum of \$100,000.00 deposited with the Township to guarantee compliance with the Decommissioning Part and the General Part of this Agreement;

"Dispute" means any and all disputes, claims or controversies arising out of or in any way connected with or arising from this Agreement, its negotiation, performance, breach, enforcement, existence of validity, any failure of the Parties to reach agreement with respect to matters provided for in this Agreement and all matters in dispute relating to the rights and obligations of the Parties, which cannot be amicably resolved, even if only one of the Parties declares that there is a difference;

"Environmental Contractor" means the person appointed to this position pursuant to the Construction and Environmental Management Plan.

"Events of *Force Majeure*" means any act beyond Canadian Hydro's reasonable control and without limiting the generality of the foregoing including adverse weather conditions, labour disputes, unavailability of parts and supplies, strikes and lockouts, national shortages, acts of God or the Queen's enemies, riots, insurrection or damage by fire, lightning or tempest;

"Hearing" means the hearing of the Dispute;

"Lands" means the lands in the Township of Amaranth, in the County of Dufferin, described in Schedule "A" attached hereto;

"MII Amaranth" means the development of 22 wind turbines and ancillary infrastructure, together with a second transformer at the existing commercial substation and consisting of those 22 wind turbines and ancillary infrastructure within Amaranth Township that are part of the total of 88 wind turbines proposed in Melancthon II Wind Project Environmental Screening Report, the balance of which is to be constructed in Melancthon Township. The assets of MII Amaranth include, but are not limited to, the 22 wind turbines and all ancillary infrastructure, together with all transformers at the existing commercial substation located within the Township;

"Maintenance Security" means letters of credit or cash in the sum of \$50,000.00 deposited with the Township to guarantee compliance with the Operation and Maintenance Part and the General Part of this Agreement;

"OMB" means the Ontario Municipal Board;

"Owners" means the registered owners of the Lands and "Owner" has the corresponding meaning with respect to individual parcels;

"Power Lines (Private)" means infrastructure for the distribution of electricity between the Wind Turbines and the Power Lines (Road), including but not limited to, electrical lines and related connections, attachments, apparatus, equipment and facilities which Canadian Hydro may deem necessary or convenient in connection therewith;

"Power Lines (Road)" means infrastructure located within Township Road Allowances or other lands owned by the Township which infrastructure is for the distribution of electricity between the Power Lines (Private) and the Transformer Station, including but not limited to, electrical lines and related connections, attachments, apparatus, equipment and facilities which Canadian Hydro may deem necessary or convenient in connection therewith;

"Pre-servicing" means:

- (a) Such site preparation, construction and power line installation as set out on Schedule B which may be carried out under the zoning in force at the date of this Agreement and without site plan agreements having been entered into; and
- (b) The installation of power lines in municipal road allowances and the widening and other improving of municipal roads.

"Private Access Roads" means private roads constructed by Canadian Hydro for the purpose of allowing access to the various elements of MII Amaranth for construction and ongoing maintenance, such roads to be left in place and maintained following the completion of the installation of the components of MII Amaranth;

"Respondent" means the Party other than the Claimant;

"Response" means a statement prepared by the Respondent for the purpose of the Arbitration stating, in detail, which of the allegations of fact and statements of legal principles in the Complaint that it admits and which it denies, on what grounds and on what other facts and principles of law it relies;

"Site Plan Agreements" means individual agreements entered into by Canadian Hydro, the Township and the respective Owner in regard to each specific turbine site;

"Unapproved Sites" means sites for which the individual Site Plan Agreements are not signed and registered by December 31, 2008, for any reason;

"Works" means new or upgraded works and services in the Township, generally described in Schedule "B" to this Agreement;

PART II - PRE-SERVICING

1. Canadian Hydro acknowledges and agrees that Pre-servicing shall cease on December 31, 2008 and Canadian Hydro agrees to accept full responsibility and obligation, financial and otherwise, for all Pre-servicing installed, unless such Pre-servicing is

accepted by the Township at its sole and unfettered discretion. Any Pre-servicing which may be accepted by the Township shall be completed to the satisfaction of the Township at Canadian Hydro's expense. In regard to Unapproved Sites, Canadian Hydro agrees, at the reasonable request and sole discretion of the Township, to remove servicing, terminate servicing and/or complete servicing and carry out site restoration including all restoration of roads, boulevards and the construction sites, all to a condition satisfactory to the Township.

2. Canadian Hydro acknowledges and agrees that, should final approval of the Official Plan Amendment and Zoning By-law Amendment not be granted by the OMB by December 31, 2008, the provisions of the previous paragraph shall apply in respect of all the Works constructed pursuant to this Agreement.
3. In the event of the decisions of the OMB and the issuance of its Orders, or other final decisions are still pending on December 31, 2008, the Township shall grant reasonable extensions to the time limits imposed by Sections 1, 2, and 6 of this Agreement.
4. The Township has approved all site plans for turbines subject to certain "General and Site Specific Conditions". The Township and Canadian Hydro shall subsequently settle all outstanding Site Plan Agreements and refine detailed site drawings to the satisfaction of the Township's engineers in accordance with the Minutes of Settlement and the General and Site Specific Conditions expeditiously and so as not to unduly impair the ability of Canadian Hydro to obtain building permits in time to commence work as soon as the zoning is in force and weather permits.
5. Notwithstanding the requirements of the previous section of this Agreement with respect to acceptance of drawings and plans in relation to the Site Plan Agreements, Canadian Hydro acknowledges and agrees that the Pre-servicing shall be approved in writing by the Township as pre-servicing Works, and that only those Works that are so approved may be constructed in accordance with the provisions of this Agreement and in accordance with all other reasonable requirements of the Township and its engineers.

PART III - GENERAL

6. Canadian Hydro acknowledges and agrees that if it fails to initiate construction of the Works within 60 days of the commencement of the construction season next following the issuance of the Board's Order bringing into full force and effect the zoning by-law(s), and provided the Township is not in default of its obligations under the Minutes of Settlement, or if Canadian Hydro fails to complete construction by April 30, 2009, Canadian Hydro shall be deemed to be in default of this Agreement and the Township, upon giving thirty (30) days written notice may, without further notice, declare this Agreement to be in default. Any securities held at the time of default of this Agreement by the Township shall be returned forthwith to Canadian Hydro less the Township's expenses of rendering the lands safe, presentable and fully restored, together with its overhead and professional expenses, or, at the Township's discretion, as outlined hereinafter the Township may fully complete the Works required by this Agreement utilizing the securities to recover associated costs, together with overhead, professional or other expenses. If the cost to the Township to complete any such Works exceeds the security provided, the Township may recover such costs by legal action and/or as a lien or first charge against the lands, and/or any additional costs may be deemed to be taxes

to which the provisions of the *Municipal Act, 2001*, as may be amended from time to time, apply. Without limiting the statutory rights of the Township, it is intended that the first recourse will be against Canadian Hydro.

7. If, in the opinion of the Township, acting reasonably, Canadian Hydro:
- (a) has not installed the Works required by this Agreement within the specified time; or,
 - (b) has improperly carried out the Works required by this Agreement; or,
 - (c) has neglected or abandoned the Works before completion; or,
 - (d) has unreasonably delayed the installation of Works so that the conditions of this Agreement are violated, or executed carelessly, or in bad faith; or,
 - (e) has neglected or refused to renew or again install the Works as may have been rejected by the Township as defective or unsuitable; or,
 - (f) has defaulted in performing the terms of this Agreement,

then, the Township shall notify Canadian Hydro, and its surety, in writing of such default. If the default is not remedied within thirty (30) calendar days of such notification, then the Township has the authority to immediately purchase services, materials, tools and machinery, and to employ workers, as in its reasonable opinion are required for the completion of the Works, all at the expense of Canadian Hydro, its surety, or both. The cost of the work shall be calculated by the Township whose decision shall be final. The cost of the work shall include a management fee not exceeding twenty-five percent (25%) of all purchasing, labour, material and machine time and other charges incurred to complete the work.

The thirty day waiting period shall be suspended or interrupted for such time as Canadian Hydro is diligently remedying the default complained of.

8. Canadian Hydro covenants and agrees to retain Canadian Hydro's Engineer.
9. The Works shall be installed by a contractor or contractors retained by Canadian Hydro and as approved in writing by the Township, acting reasonably and expeditiously. Canadian Hydro shall inform its contractor with respect to the installation of the Works described herein of the relevant provisions of this Agreement.
10. The Township may make regular site inspections, at Canadian Hydro's cost, as deemed reasonably necessary by the Township in its sole discretion, to ensure that construction methods conform to acceptable engineering practice and in accordance with the accepted drawings and specifications. If, in the reasonable opinion of the Township, acceptable supervision is not being provided, and/or construction is not in accordance with applicable codes and regulations or the approved drawings, the Township shall have the authority to order the ceasing of construction operation by written notice to Canadian Hydro's Engineer. A copy of this clause shall be delivered by Canadian Hydro to each and every contractor engaged for construction of the services and to Canadian Hydro's Engineer.
11. Canadian Hydro agrees to complete the Works as required and to provide and maintain all siltation and erosion control facilities during and after construction to the satisfaction of the Township, and the Grand River Conservation Authority. Canadian Hydro, through its consulting engineer, shall inspect all siltation and erosion control facilities on a regular

basis and after each rainfall and Canadian Hydro shall maintain and repair any of the siltation and erosion control facilities. A log shall be kept by its Consulting Engineer of the inspections for review on request by the Township and/or Grand River Conservation Authority.

12. Canadian Hydro agrees that it shall obtain any and all other governmental approvals necessary for the individual specific development herein prior to undertaking any individual specific Works authorized by this Agreement and that it shall submit to the Township all the plans and documents that may be required by the Township and to enter into Site Plan Agreements. In particular, copies of all approvals from the Ministry of Environment, Grand River Conservation Authority, County of Dufferin and Hydro One Networks Inc., for all applicable services in connection with the specific individual site shall be provided to the Township prior to any construction of Works in connection with the specific individual site authorized by this Agreement.
13. Canadian Hydro acknowledges that existing municipal works and services (including Township and County of Dufferin Roads, drainage culverts, etc.) may not meet the requirements of Canadian Hydro for the installation of the Works proposed to be carried out by Canadian Hydro, and Canadian Hydro agrees that the improvement or upgrading of the existing municipal works and services to meet Canadian Hydro's requirements shall be carried out by and be at the sole expense of Canadian Hydro. Canadian Hydro shall obtain the approval of the Township or The Corporation of the County of Dufferin, as the case may be, prior to the improvement or upgrading of the existing municipal works and services.
14. All driveway entrance culverts are to have a minimum thickness of 2 mm. Canadian Hydro acknowledges that it has not used engineering designs to obtain the proposed diameter for its driveway culverts. All culverts have been specified to have diameters of 400 mm. In the event that the Township Director of Public Works and/or the Township Engineer experiences difficulties with the capacity of any of these culverts, they may at their sole discretion order them to be replaced with properly sized culverts at the expense of Canadian Hydro.
15. All crossings for buried transmission lines for watercourses, ditches and municipal drains shall be 1 metre below the invert of ditches, drains and watercourses.
16. As appropriate Canadian Hydro shall provide dust control and clean up all construction refuse and debris in order to prevent any dust or refuse problem to traffic or home occupants. The Township shall have the right to remedy any concern in this regard utilizing the securities established for the Works in this Agreement.
17. Engineering drawings shall meet the following criteria: All existing utilities shall be shown with appropriate details. The proposed transmission lines shall be shown in their assigned corridor with any deviation clearly marked. Municipal drains shall be shown along with specific details for crossing of watercourses. Restoration details shall be provided where interference occurs with any drainage culvert. All drawings shall be to the satisfaction of the Township. All construction shall take place outside the driplines of woodlots that are to be preserved, which driplines shall be field verified by the Environmental Contractor.

18. At least two weeks prior to the commencement of work, Canadian Hydro shall provide to the Township pre-development condition reports for all Township roads that will be affected by the construction to the satisfaction of the Township.
19. Prior to the start of construction, Canadian Hydro shall supply, for Township approval, a Schedule of Works setting out the order in which Canadian Hydro considers the various sections of the Works will be built and the anticipated dates of completion.
20. Construction work shall be carried out between the hours of 7AM and 9 PM, Monday to Saturday only and excluding official holidays, except with special prior permission from the Township. Work on the roads shall be managed so that there shall be no unreasonable delays to the movement of school buses during the hours of 7 a.m. to 8:30 a.m. and 3 p.m. to 4:30 p.m. during the school year.
21. Prior to the start of construction Canadian Hydro and its engineer shall attend a pre-construction meeting with the Township, the Township Engineer and other agencies involved in construction approvals to establish any additional requirements and/or considerations related to the Works or scheduling of the Works.
22. Canadian Hydro acknowledges and agrees that the Township shall not be required to approve the improvement or upgrading to municipal services by Canadian Hydro until such time as the individual Site Plan Agreements have been entered into and the Works have been completed, inspected and approved in accordance with the terms and conditions of the individual Site Plan agreements.
23. Canadian Hydro acknowledges that the entering into of this Agreement in no way obligates the Township to approve or accept drawings and plans for the development of the Lands; enter into an individual Site Plan Agreement for the development of the Lands unless such Agreement is completed to the satisfaction of the Township in its sole and unfettered discretion; and/or accept or assume any Works constructed under this Agreement.

Haul Routes

24. Canadian Hydro shall cause its servants, agents and contractors to use only the haul routes within the Township that are approved in this Development Agreement. The approved haul routes, including Township roads, are as follows:

Haul Routes:

Municipal Roads:

- 9th Line between Highway 89 and 25th Sideroad
- 30th Sideroad between 6th Line and 10th Line
- 25th Sideroad between 7th Line and 10th Line
- 15th Sideroad between 8th Line and 10th Line
- 8th Line between Highway 89 and 15th Sideroad
- 10th Line between Highway 89 and Amaranth Substation

or as additionally permitted by the Township.

25. During construction traffic control shall be provided in accordance with all Provincial and Municipal requirements, and in particular Ontario Traffic Manual - Book 7. In the event that roads have to be temporarily closed, the following provisions shall apply: Canadian Hydro shall provide 5 days' notice to the Township. The Township shall implement its road closure procedure. Canadian Hydro shall minimize disruption of access to private properties and shall allow local access to driveways at all times.
26. The dumping of excess fill off-site and within the Township shall be subject to the provisions of all applicable Township By-laws . Canadian Hydro shall require persons hauling excess fill for dumping to adhere to the haul routes or as additionally permitted by the Township.

Access Roads

27. The Private Access Roads shall be constructed, installed and maintained in a manner and in the locations set out in Schedule "B".
28. Except where the Township has given its approval for construction, repair, or decommissioning purposes, entrances to Private Access Roads shall be 8 metres wide, with a 9 metre culvert and shall be secured with a locked gate in accordance with the applicable site plan (including having such locked gate inset from the public roadway, so as to permit a vehicle to stop on the access road off the public roadway).

Tree Preservation and Soil De-compaction

29. (a) Private access roads, transmission lines and other facilities shall be aligned or sited to maximize tree retention. Unless site specific circumstances otherwise warrant, such roads, lines and facilities shall, to the extent practicable having regard for agricultural land preservation and good construction and environmental practices be located outside the drip lines of all trees as confirmed by the Construction Manager with input from the Environmental Contractor. Where Canadian Hydro proposes to locate private access roads, transmission lines or other facilities closer to trees or to remove trees for these works, Canadian Hydro shall provide the Township with documentation as to the factors supporting such proposal and the approval of the Township shall be required for the proposed location. Any such proposals shall be consistent with the approved Site Plans.
- (b) Where compaction of soils has occurred as a result of walking a crane or from other construction activities de-compaction of the soil will be carried out.

Electrical Power Lines

30. The Power Lines (Road) shall be provided as shown on drawing Canadian Hydro 1007-013.4.5.050 1413 Rev. 0 as set out in Schedule "B". All Power Lines (Road) shall be in accordance with Schedule "B" to the MII Amaranth - Road Agreement between The Corporation of the Township of Amaranth and Canadian Hydro Developers, Inc. and routed underground unless the express written consent for above ground lines is granted by the Township or if rock conditions are encountered and blasting permits are not available given the proximity of houses or other safety and environmental concerns. For greater certainty, the extra cost of dealing with field conditions shall not be a reason to

place lines above ground but physical and safety conditions which the Township's qualified engineers agree render below grade works for any section of the line impractical will permit the minimal amount of above ground installation to avoid the problem. The Power Lines (Private) shall be installed in accordance with the Site Plan Agreements.

Grading

31. All private access roads and construction sites shall be suitably graded and drained. It is the responsibility of Canadian Hydro to properly grade all private access roads and construction sites. It is acknowledged by Canadian Hydro that the site plans do not contain relevant drainage information such as the location of cross culverts, existing grades or proposed grades. There shall be no flooding of adjacent properties, rerouting drainage flows onto adjacent properties, regrading of slopes on adjacent properties, or the creation of any nuisance as a result of grading activities. In the event that the Township receives *bona fide* complaints of nuisance including flooding, the Township Engineer will have the discretion regarding the remedy to be carried out by Canadian Hydro but in the event Canadian Hydro fails or refuses to implement the remedy the Township shall have the right and licence to do so. In the sole discretion of the Township Engineer the matter may be treated as an emergency pursuant to the provisions of Sections 88 and 89.

Lights

32. Canadian Hydro shall not erect, locate, relocate, or otherwise place any sign, light or light standard on any part of the Works unless the sign, light or light standard has been approved in this Agreement. Site illumination shall be designed to minimize the spread of light into adjacent properties, while maintaining the safety and security of the infrastructure and personnel. The requirements of this section do not apply to any navigational lighting or marking requirements that may be imposed by Transport Canada, NAV Canada, or similar federal or provincial agencies, however, such lights and their operation shall, to the extent allowed under the above requirements, be synchronized with each other and also with lights in Melancthon Phase I and II to minimize the light impact at ground level. The aviation lighting plan currently approved and required by Transport Canada is attached as Schedule I.

Construction Completion

33. Upon the completion of construction, Canadian Hydro shall provide to the Township the following:
- (a) Three copies of the Reference Plan on which the Works are located;
 - (b) "As constructed" plans of the Works; and
 - (c) Certificate of Canadian Hydro that all Works under this Agreement have been completed in accordance with the provisions of this Agreement including all of the schedules hereto, as well as in accordance with the applicable Site Plan Agreement(s).

34. The following is the procedure to be adopted in order to obtain Acceptance of Construction Completion:
- (a) Canadian Hydro shall make a written request to the Township for Acceptance of Construction Completion and deliver to the Township the items referred to in the previous section of this Agreement together with the Canadian Hydro Engineer's provisional certificate of completion.
 - (b) The Township shall inspect the Works and make such tests as it deems reasonably necessary within two weeks thereafter, unless the parties agree to an extension of this time period.
 - (c) As appropriate, the Township shall deliver to Canadian Hydro a deficiency list.
 - (d) Canadian Hydro shall correct the deficiencies as soon as is practicable after receiving the list.
 - (e) When the deficiencies are corrected, the procedures in the previous subsections of this section shall be repeated until the Township's Engineer is satisfied that all deficiencies have been corrected.
 - (f) When the Township's Engineer is satisfied that all deficiencies have been corrected, he shall notify Canadian Hydro that he is so satisfied. Canadian Hydro's Engineer shall then certify to the Township that all Works have been constructed and completed pursuant to the engineering drawings and that all deficiencies have been corrected.
 - (g) Upon receipt of the letter to the Township, if satisfied that all other terms of this Agreement are satisfied, Council shall pass a resolution issuing Approval of Construction Completion of the Works which are public works and services.

Site Plan Agreements

35. The parties contemplate being parties to individual Site Plan Agreements in respect of MII Amaranth, and the parties shall enter into a Site Plan Agreement for each property subject to site plan approval.
36. All work carried out pursuant to the Site Plan Agreements shall be subject to the terms of this Agreement.

PART IV - OPERATION AND MAINTENANCE

37. Canadian Hydro shall maintain the Works in good working order and shall carry out such repairs and maintenance as may be reasonably required by the Township. Maintenance shall include keeping the towers and equipment painted.
38. There shall be no third party advertising or display affixed to towers and equipment, except as approved by the Township.
39. Canadian Hydro shall supply the Township with a copy of the operation and maintenance manual of the Works and shall keep the Township copy up-to-date.

40. The entrances to the private access roads shall be secured and Canadian Hydro shall at all times provide access keys to the Township and emergency service providers. Such gates shall be indented so as to provide sufficient room for vehicles to stop outside such gates without impeding traffic on the Township roadways.
41. Without limiting the generality of the foregoing Canadian Hydro shall maintain the private access roads in a condition meeting the requirements of the Township, The Corporation of the County of Dufferin and other authorities requiring emergency access to the Works on the Lands.
42. Upon the failure of Canadian Hydro to maintain the Works in good working order, the Township may make an order to carry out such maintenance and repairs as may be reasonably required to bring the Works in good working order.
43. Upon the failure of Canadian Hydro to comply with the Township's order, the Township may cause the order to be carried out and the provisions of Sections 88 and 89 of this Agreement shall apply.
44. Canadian Hydro shall comply with all governmental regulatory requirements in maintaining the Works.
45. Canadian Hydro shall promptly notify the Township in writing of any non-compliance notice and the like from any regulatory authority received by Canadian Hydro in respect of the Works.
46. Canadian Hydro shall notify the Township in writing forthwith after the Works have not been operating for a period in excess of 90 days.
47. Canadian Hydro shall implement the monitoring programs for the construction and operational phases of the development in accordance with the following: (a) the March 31, 2006 Environmental Screening Report for the Melancthon II Wind Project, including MII Amaranth project, and the requirements of all agencies having jurisdiction. The results of all Canadian Hydro monitoring programs, particularly those relating to environmental noise levels at off-site sensitive uses, shall be provided to the Township along with any related comments or requirements from all agencies having jurisdiction. These results shall be provided to the Township on an annual basis or more frequently as the circumstances warrant. In the event that the Township has established by-laws of general application, requiring compliance (or mitigation where compliance is not provided), Canadian Hydro shall comply with such by-laws, including any mitigation requirements the Township may require under such by-laws. The mitigation requirements may be internal or external to the Lands. Nothing in this Agreement shall limit the Township's authority to implement its own monitoring programs. Canadian Hydro shall also comply with the Construction Environmental Management Program (CEMP) attached hereto as Schedule "E" with respect to all construction and maintenance activities.

PART V – DECOMMISSIONING

48. Upon the MII Amaranth having been out of commission, by which is meant not operating for a period in excess of 180 days for reasons that do not include Events of *Force*

Majeure (whether or not notice had been given to the Township), the Township may require Canadian Hydro to provide proof that MII Amaranth shall be restored and operating within a period of 180 days. In the event of an Event of *Force Majeure* the period in the preceding sentence shall be 300 days.

49. The Township shall evaluate the proof provided by Canadian Hydro and referenced in Section 48 herein, including permits required and obtained by Canadian Hydro, availability of financing and securities and such additional materials as Canadian Hydro may provide. At the expense of Canadian Hydro, the Township may retain experts to evaluate the proof provided by Canadian Hydro.
50. Upon the Township not being reasonably satisfied with the proof provided by Canadian Hydro, the Township may order the decommissioning of the Works.
51. The Township's decommissioning order shall set out the terms of the decommissioning and it may include the removal of all above-ground Works, with the concrete foundation/pedestal cut off at a depth to permit ploughing. The balance of the concrete foundation will remain in place. Nothing contained herein diminishes the authority of the Chief Building Official to issue an order to repair et al. under the *Building Code Act*.
52. Canadian Hydro shall comply with the decommissioning order in the time frame provided in the order, failing which the Township may cause the order to be carried out, and the provisions of Sections 87, 88 and 89 of this Agreement shall apply to the parties and the Lands.
53. In addition to the preceding provisions, upon prior written notification to the Township, Canadian Hydro may decommission the Works.
54. Nothing in this Agreement obliges the Township to decommission the Works.

PART VI - GENERAL PROVISIONS

Insurance

55. Canadian Hydro shall insure against all damage or claims for damage in connection with the provisions of this Agreement, and the other Agreements between the Township and Canadian Hydro, with a policy or policies from an Insurance Company satisfactory to the Treasurer of the Township, acting reasonably. Such policy or policies shall include the Township, its servants and agents and the Township's engineers as additional insureds and shall remain in the custody of Canadian Hydro and shall be retained in full effect during the life of this Agreement, including the period of guaranteed maintenance. At all times, Canadian Hydro shall provide to the Township a Certificate of Insurance, together with details of coverage, exceptions and deductibles, certified by the insurer.
56. This policy shall be the same as provided for in agreements between the Township and Canadian Hydro (in other words this is not additional insurance) and shall comply with the following conditions:
 - (a) The minimum limits shall be \$5,000,000 all inclusive for each incident, provided that the coverage shall be adjusted upon each third anniversary

of this Agreement in accordance with the most recent year-end annual All Canada Consumer Price Index or its functional equivalent.

- (b) The minimum period of insurance policy coverage shall be three (3) years or as otherwise approved.
 - (c) The policy shall specify that the policy shall not be cancelled or allowed to expire unless prior notice by registered letter has been received by the Township from the Insurance Company, or its agent, thirty (30) days in advance of the expiry date.
57. Canadian Hydro shall be responsible for all adjustment service costs and shall maintain on deposit with the Township throughout the term of this Agreement the amount of the deductible.
 58. The policy may contain an exclusion for blasting. If it does, and blasting is found to be necessary, no blasting shall be done until a blasting insurance endorsement is added.
 59. The issuance of such a policy of insurance shall not be construed as relieving Canadian Hydro and the Owners from such responsibility for other and larger claims, if any, for which it may be held responsible.
 60. Should Canadian Hydro fail to maintain the proper insurance coverage for the term of this Agreement, the Township shall have the authority to draw on the Security to pay any and all costs related to maintaining the proper insurance coverage. Should such premiums not be paid, the Township may at its sole discretion pay such premiums from the Security.
 61. Canadian Hydro shall prove to the satisfaction of the Township from time to time as the Township Treasurer may require, that all premiums on such policy or policies of insurance have been paid and that the insurance is in full force and effect.

Liability

62. Canadian Hydro shall, at its own expense, defend, indemnify and forever save harmless the Township and its elected officials, employees, personnel, servants, contractors and agents from all actions, causes of action, suits, interest, claims, demands, costs, (including legal costs) charges, damages, expenses, prosecutions, fines, rights of contribution, and loss which the Township may, at any time, bear, incur, be liable for, sustain or be put into for any reason, on account of or by reason of or in consequence of, arising directly or indirectly from (1) the Township entering into this Agreement, and (2) from the implementation of the provisions of this Agreement by Canadian Hydro, its employees, agents, assignees or contractors and (3) in respect of any failure by Canadian Hydro to fulfill its obligations under this Agreement.

Municipal Expenses

63. Canadian Hydro shall pay and reimburse (as the case may be) the Township for all reasonable charges and expenses incurred by the Township in connection with the negotiation, preparation, approval and maintenance of this Agreement and without restricting the generality of the foregoing shall also be responsible for all engineering,

planning, legal, internal administrative and related expenses incurred by the Township in relation to this Agreement both before and after its execution, all in accordance with and subject to the upset limitations established pursuant to the Minutes of Settlement.

64. Canadian Hydro shall pay to the Township the accounts submitted to Canadian Hydro for payment or reimbursement within thirty (30) days, subject to the upset limitations established pursuant to the Minutes of Settlement. In the event that Canadian Hydro does not pay the accounts within thirty (30) days, it is hereby understood and agreed that Canadian Hydro shall be in default of this Agreement and the Township may, without notice, invoke default provisions as set out in this Agreement.
65. All of the Township's expenses shall, subject to the upset limitations established pursuant to the Minutes of Settlement, be a charge against the Security. Should Canadian Hydro not comply with the requirements of this Agreement, including carrying out all construction, inspection and maintenance activities in accordance with this Agreement, the provisions of the Site Plan Agreement(s), and all other Agreements including the Construction Environmental Management Protocol (CEMP), and should the Township have to make any remedial orders, as opposed to inspections, then those additional costs and enforcement measures are not included in the upset limitations.

Security

66. Security shall be in the form of cash or letters of credit. Letters of credit shall be irrevocable letters of credit from Canadian Chartered Banks issued in accordance with terms satisfactory to the Township and they shall provide that if in the sole reasonable opinion of the Township default under the terms of this Agreement has taken place the letters of credit thereupon be drawn in whole or in part. The Township shall also have the right to draw upon such Securities to enforce this Agreement or defend itself from claims arising from the entering into of this Agreement and the authorization, maintenance and decommissioning of the works. The letters of credit shall be in force for a period of one year and shall provide for automatic renewals, unless three months' prior written notice is given to the Township.
67. Interest generated by cash deposits, less the Township's charges to administer the accounts, shall be added to the Security and be dealt with as provided elsewhere in this Agreement.
68. The Security may be reduced from time to time at the sole reasonable discretion of the Township.
69. **Construction Security.** Forthwith after execution and as a pre-condition of this Agreement coming into force, Canadian Hydro shall deposit the Construction Security with the Township.
70. The balance of the Construction Security shall be released to Canadian Hydro forthwith 60 days after the Township's resolution issuing Acceptance of Construction Completion under all the Site Plan Agreements and the Road Agreement, save and except for the retention of the Maintenance Security and Decommissioning Security.
71. **Maintenance Security.** From the Acceptance of Construction Completion under all the Site Plan agreements until the termination of this Agreement, Canadian Hydro shall

deposit the Maintenance Security. The balance of the Maintenance Security shall be released to Canadian Hydro forthwith 60 days after the termination of this Agreement.

72. **Decommissioning Security.** From the Acceptance of Construction Completion under all the Site Plan Agreements until the termination of this Agreement, Canadian Hydro shall deposit the Decommissioning Security. The balance of the Decommissioning Security shall be released to Canadian Hydro forthwith after the second anniversary of the complete decommissioning of the works to the satisfaction of the Township and the Chief Building Official.
73. The parties acknowledge that the estimate of the appropriate amount for the Decommissioning Security is based on inadequate knowledge of all the relevant circumstances. Each party covenants to advise the other party of any material facts or knowledge acquired which may impact positively or negatively upon the proper amount for the Decommissioning Security. The parties shall negotiate an appropriate revision of the amount, failing which the matter may be arbitrated in accordance with the provisions of paragraphs 91 to 93 of this Agreement.

Inflation Adjustment

74. In 2010 and every three years thereafter, the figures referred to in Sections 56.(a), 71, and 72 shall be readjusted in accordance with the difference between the December 31, 2006 All-Canada Consumer Price Index and the then most recent December 31 All-Canada Consumer Price Index (or its equivalent). Forthwith after notification by the Township, Canadian Hydro shall deposit additional Security with the Township, as specified in the notification.

Alterations and Amending Agreements

75. The Township may require and may permit minor alterations to the site plan, as provided for in the relevant Site Plan Agreement, and any work done in conformity with any such alterations, as agreed to by the Township, shall be deemed to be in compliance with this Agreement.
76. The Parties acknowledge that in future land use decisions the approval and existence of MII Amaranth will be recognized and that applications to establish sensitive land uses in proximity to MII Amaranth will be governed by land use planning and environmental guidelines such as, but not limited to MOE Documents LU-131, NPC-205 and Guideline D-6, as these may be supplemented and replaced from time to time.
77. The Parties further acknowledge that over the life of the Project, changes in technology, regulations and other factors may alter the premises on which this Agreement is based. The Parties shall use their best efforts and negotiate in good faith to achieve such amendments as may therefore be necessary, and the following principles shall govern such negotiations:
- (a) to the extent possible the status quo shall be preserved in terms of the burdens and benefits under this Agreement, but to the extent change is unavoidable, the risk of such unavoidable change shall be borne by Canadian Hydro and the Township shall not be obliged to assume increased costs or liabilities thereby;

- (b) nothing herein limits the right of Canadian Hydro to make future planning applications nor does anything herein fetter the Township's discretion in its response to such applications;
- (c) nothing shall be construed as derogating from the protection of lawfully established or permitted uses as provided in Section 34(9) of the *Planning Act*.

Termination of Agreement

78. Canadian Hydro shall commence the works required by this Agreement within two years from the date of the signing of this Agreement by all parties. After commencing the Works required by this Agreement, Canadian Hydro shall pursue the completion of the Works with due diligence. If Canadian Hydro fails to commence the Works or pursue it as provided above in this paragraph, this Agreement may be terminated by the Township. In any event if the Works are not completed within two years, this Agreement may be terminated by the Township.
79. If this Agreement is terminated, the Township is deemed to have withdrawn its consent to the proposed Development and no further work shall be done on the Lands until Canadian Hydro and the Owners have entered into a further site plan agreement(s) and a replacement development agreement. No liability or other duty of any kind shall be imposed on the Township requiring it to carry out any part of this Agreement that it is required to carry out herein that has not been completed at the time of termination. The Township is under no obligation to return any money paid under this Agreement. All money owing to the Township by Canadian Hydro and the Owners to the date of termination shall be paid by Canadian Hydro forthwith on demand.
80. Notwithstanding anything contained herein to the contrary, if Canadian Hydro is delayed in substantially completing the construction of any work or facility required by this Agreement, or in the operation, repair or maintenance of such work or facility by an Event of *Force Majeure*, the time for completion shall be extended by a period of time equal to such delay. Notwithstanding the foregoing, no extension of the time for completion shall be granted by reason of a change in any aspect of the regulatory regime pertaining to the Melancthon II Wind Project, including changes in the status of any Renewable Energy Supply II Contract between Canadian Hydro and the relevant authority and/or the status of any regulatory authority required by Canadian Hydro with respect to the Melancthon II Wind Project.
81. Unless earlier terminated under other provisions of this Agreement, this Agreement shall be terminated upon the completion of the decommissioning of the Works.

Access

82. During the term of this Agreement, Canadian Hydro, in conjunction with the individual landowners, agrees to permit access to the Lands to the Township and its agents and to the various authorities involved with approval of this Development Agreement and the Site Plan Agreements and construction of services for the purpose of inspection, maintenance, repair, monitoring and all actions authorized to the Township and/or the said authorities by this Agreement or by any other Agreement or by law. It is understood and agreed between the parties that at all times entry upon the Lands shall be as agent

for Canadian Hydro and shall not be deemed for any purpose as an acceptance or assumption of the works by the Township. Nothing herein implies the grant of a right to enter any building or structure beyond any such rights the Township may have by virtue of the law of Ontario.

Repair Obligation

83. Canadian Hydro shall repair, or at its option, be responsible to pay for the repair of, all damage caused to the existing municipal roads, works and services by or on behalf of Canadian Hydro pursuant to this Agreement in connection with the Lands, whether during construction, operation and maintenance or decommissioning. This covenant extends to damage caused by hauling fill for dumping. In all cases the obligation to repair shall be to repair to the condition existing prior to the damage occurring. It is acknowledged that in carrying out such repairs it may be that the repair has the effect of incidentally improving the prior condition, and Canadian Hydro acknowledges that no claim shall be made by it or paid to it by such improvement, if any.
84. Nothing herein shall constitute an assumption by Canadian Hydro of the obligation and responsibility of the Township to maintain public highways. Where Canadian Hydro has performed repair work on municipal roads at the request or direction of the Township, then upon such work being inspected and approved by the Township, the Township shall, in the event of any claims, costs or damages arising from such work, indemnify and save harmless Canadian Hydro from any claims, costs or damages arising from such work on the public highways.

Notice

85. All notices (including invoices) which may or are required to be given under this Agreement shall be in writing and shall be delivered personally or sent by registered mail or couriered or faxed to the parties at their respective addresses as set out as follows:

The Corporation of the Township of Amaranth
 ATT: CAO/Clerk-Treasurer
 374028 6th Line, Amaranth
 RR # 7
 Orangeville, ON L9W 2Z3
 Fax: (519) 941-1802

Canadian Hydro Developers, Inc.
 Contracts and Land Administrator
 Suite 500, 1324 - 17th Avenue SW
 Calgary, AB T2T 5S8
 Fax: (403) 244-7388

86. Notices (including invoices) which are delivered or sent in the manner set out shall conclusively be deemed to be received for all purposes hereof in the case of those faxed or personally delivered on the date of such faxing or delivery and in the case of those given by registered mail or by courier on the fourth business day following that upon which the notice was mailed or couriered.

Default and Enforcement

87. Notwithstanding any agreement between Canadian Hydro and any other party, or any rule of law, in the event of default by Canadian Hydro, the Township may deal with and dispose of the assets of MII Amaranth located in the Township as the unencumbered owner of the same, accounting only for the surplus to Canadian Hydro and any encumbrancers.
88. If Canadian Hydro fails to complete any requirements set out in this Agreement or fails to maintain the structures, facilities and works in accordance with the terms of this Agreement, then the Township may upon seven days notice to Canadian Hydro or in an emergency situation, being one which the Township considers to pose an imminent risk to the safety of any persons or property, may upon 24 hours' notice (if practicable, or without notice if the emergency so dictates) undertake the completion of the requirements of this Agreement including such maintenance works as the Township deems necessary and the total cost of such work including all engineering, planning, legal and administrative fees shall be borne by Canadian Hydro. The Township shall, from time to time, render accounts to Canadian Hydro and the accounts shall bear interest in the same manner and at the same interest as municipal tax instalments at the time of the rendering of the account. If Canadian Hydro fails to pay the Township any such amounts within thirty days of the date of billing, then the money owing may be collected pursuant to the security provided therein and/or be added to the tax bill of the Lands whereupon such amount shall be conclusively deemed as tax arrears and may be collected in the same manner as tax arrears.
89. In the event of default by Canadian Hydro of any obligations, the provisions of the *Municipal Act, 2001*, ss. 442 and 446, as amended from time to time, shall apply in addition to any other rights of enforcement that may be available to the Township against Canadian Hydro.
- 90.
- (a) In all matters of opinion, the reasonable determination by the Township, its officials, professional engineers, planners, lawyers and agents shall be final and conclusive, subject to the rights of arbitration set out herein.
 - (b) Notwithstanding, Canadian Hydro shall have no right to dispute any of the accounts in any respect until the amount in dispute shall have been fully paid. If Canadian Hydro shall have first paid the amount in dispute, the Township or Canadian Hydro may refer the matter to arbitration.
 - (c) All disputes may be referred by either party to arbitration.

Arbitration

91. Subject to the provisions of paragraph 92, any Dispute will be referred to and finally settled by Arbitration.
92. Any Arbitration shall be resolved in the following manner:
- (a) If the Parties can agree upon a single arbitrator, such arbitrator shall conduct the arbitration alone. If they cannot agree on a single arbitrator, then each shall

appoint an arbitrator and the two so appointed shall appoint a third arbitrator who shall be chairman. If either Party appoints an arbitrator and gives notice of the appointment to the other, the other shall appoint an arbitrator within five business days. If such appointment is not made within such period, the arbitrator appointed by the first Party shall be deemed to be a single arbitrator approved by the both of them. The two arbitrators shall appoint a third arbitrator within one week.

- (b) Depending on the nature of the Dispute, the arbitrator or arbitrators shall be practising professional engineers, planners or lawyers.
- (c) The arbitrator or arbitrators shall set a date for the Hearing not later than two months from the date of appointment of the last arbitrator to be appointed.
- (d) The Claimant shall deliver to the Respondent, at least four weeks before the Hearing, the Complaint. Within ten days of the receipt of the Complaint, the Respondent shall deliver to the Claimant the Response.
- (e) At the time of the delivery of the Complaint the Claimant shall provide to the Respondent copies of all documents on which it intends to rely. At the time of the delivery of the Response, the Respondent shall deliver to the Claimant copies of all documents on which it intends to rely.
- (f) Any Party may at any time at least two weeks in advance of the Hearing make a motion to the arbitrator in the event there is a single arbitrator, or the chairman in the event of multiple arbitrators for an order for directions regarding the further conduct of the arbitration and the Hearing, including orders respecting the production of records and documents that are in their possession and power.
- (g) The time limits referred to above may be waived by the Parties on consent, or the arbitrator or arbitrators on motion by one of the Parties, should consent not be given.
- (h) At the hearing each Party may adduce whatever evidence it deems advisable. In addition the arbitrator or arbitrators may view the site in his or their consideration of the matters complained about.
- (i) The arbitrator or arbitrators shall make their decision as soon as possible after completion of the hearing and viewing the site. The decision (or the majority decision as the case may be) is final and is not to be subject to review or appeal by any Court or other body.
- (j) If the result of the arbitration is in favour, or largely in favour of one Party, the cost of the arbitration, including the expenses of that Party, shall be paid by the other. If the result is mixed, each Party shall pay its own expenses and the fees of the arbitrators shall be divided equally between them. The arbitrator or arbitrators shall make the decision as to whether the result is in favour or largely in favour of one Party, or if the result is mixed.

General

93. Notwithstanding the provisions of the executed Site Plan Agreements, where this Agreement has more restrictive provisions, construction, operation, maintenance and decommissioning shall be subject to the terms of this Agreement.
94. Canadian Hydro covenants that it shall not contest the authority of the Township to enter into this Agreement and enforce it. The parties conclusively stipulate that the Township has the authority to enter into this Agreement and enforce it. The parties covenant not to contest the legality of this Agreement.
95. Every provision of this Agreement by which Canadian Hydro is obligated in any way shall be deemed to include the words "at the expense of Canadian Hydro" and "to the Township's reasonable satisfaction in its sole reasonable discretion" unless specifically stated otherwise.
96. Where under this Agreement either Canadian Hydro or the Township is entitled, required or permitted to exercise judgement or discretion, including the granting of consents and the incurring of costs, they shall do reasonably and shall act expeditiously and in accordance with the normal standards of care and diligence for such actions.
97. Canadian Hydro shall cause Site Plan Agreements to be executed and registered in respect of each installation and shall cause postponement agreements to be registered in respect of each prior mortgage, charge or encumbrance.
98. The parties hereto agree that this Agreement may at the option of the Township be registered against the title of the lands and premises herein described at the cost of Canadian Hydro. The execution of this Agreement by a party is conclusive Acknowledgement and Direction by that party to the Solicitors for the Township to register this Agreement on behalf of the party. This agreement will be annexed as a Schedule to the Site Plan Agreements for the Lands.
99. In this Agreement, words importing the singular number include the plural and vice versa and words importing one gender include the other two genders as well.
100. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.
101. The following Schedules attached hereto form part of this Agreement. For registration purposes the Schedules may be omitted. This Agreement and all the Schedules are available for viewing at the offices of the Township during regular office hours.

Schedule "A"	Description of Lands Affected by this Agreement
Schedule "B"	Works and Pre-Service Works Eligibility
Schedule "C"	Works Cost Estimate
Schedule "D"	Road Agreement
Schedule "E"	Construction and Environmental Management Plan
Schedule "F"	Emergency Preparedness and Response Plan
Schedule "G"	Icing Protocol
Schedule "H"	Noise Complaint Management Protocol
Schedule "I"	Lighting Plan

Schedule "J-1", "J-2" Certificates of Approval (Air) for the Transformer Station and for the Melancthon II Wind Plant, as these may be amended from time to time.

IN WITNESS WHEREOF THE corporate parties have hereunto set their corporate seal as attested by their proper signing officers in that behalf.

THE CORPORATION OF THE TOWNSHIP OF AMARANTH
Per:



Don MacIver, Mayor



Susan M. Stone, CAO/Clerk-Treasurer

We have the authority to bind the Corporation

CANADIAN HYDRO DEVELOPERS, INC.
Per:

Geoff Carnegie, Manager, Ontario Projects

I have the authority to bind the Corporation

SCHEDULE "A"

MII Amaranth - Canadian Hydro Developers, Inc.

Lessor Last Name	Lot	Con	Exempt Parts	PIN
Petervale Farms	NE 1/4 28	10		34057-0016
Dupre/Marshall	E 1/2 27	10		34057-0020
Gard	E 1/2 29	8	Except AM16817	34056-0016
Langen	E 1/2 30	10		34057-0014
Langen	E 1/2 30	10		34057-0014
Turner	E 1/2 30	9		34057-0029
Phillips	W 1/2 30	9		34057-0028
Sprenulli	NE Pt 31	8		34056-0019
Mitchell/Gooden	E 1/2 30	8	Except AM16825	34056-0017
Herrmann	N 1/2 of W 1/2 29	8		34056-0015
Bacon	S 1/2 of W 1/2 29	8		34056-0014
Armstrong	E 1/2 27	8	Except AM16518	34056-0011
McCreary	W 1/2 27	8		34056-0010
Armstrong	W 1/2 27	7	Except Pts 1 & 2, 7R3429	34056-0051
Seper	E 1/2 28	7		34056-0030
Kottlenberg	E 1/2 29	7	Except Pt 1, 7R742	34056-0032
Aukema	E 1/2 30	7	Except Pt 1, 7R539 & AM16511	34056-0035
Currie Sr.	W Pt 30	6	Except Pt 1, 7R697 & Pts 1 & 2, 7R4428	34055-0063
Currie Sr.	E Pt 30	6	Except Pt 1, 7R697 & Pts 1 & 2, 7R4428	34055-0063
Currie Jr.	E 1/2 29	6	Except Pt 1, 7R412 & Pts 1 & 2 7R5362	34055-0072
Aukema	W 1/2 29	6	Except Pt 1, 7R3308	34055-0014
Dickson	W 1/2 29	10		34057-0015
Marchment	W1/2 25	9	Meter Station	34050-0035

SCHEDULE "B"

MII Amaranth - Canadian Hydro Developers, Inc. Agreement	
Works	
Eligible for Pre-servicing	
	Description of Site-Plan Road Works:
✓	open fencing as required to gain access and install culvert in road ditch if required.
✓	strip topsoil for road area and place material on field side of proposed road right-of-way - stripping to be a depth of approximately 300 mm to 400mm (13.5 m width). If any subsoil is removed, it will be separated and stored apart from the topsoil. The spoil piles will be separated by at least 1 metre.
✓	compact sub-grade as required.
✓	place geotech mat on sub-grade.
✓	place 300 mm thick of 150 mm pit-run gravel to the road area (12.5 m width).
✓	place and compact 100 mm thick of 50 mm minus pit-run gravel for road surface - width to be 12 m.
✓	install drainage culverts in road as directed by the on-site field engineer.
	Municipal Roads and Services:
✓	Upgrading and repair (including roads and culverts) as may be determined by the Township Engineer in pre-installation and construction inspection, in order to support Canadian Hydro's construction works.
	Description of Site-Plan Works:
	excavate locations and construct crane pads.
	remove excess fill and place on adjacent site areas or remove from site as directed by Owner.
	dump excess fill off-sites, provided such dumping within the Township is in compliance with all Township By-laws.
	erect wind generators together with accessory facilities including power lines, transformers, foundations, etc.

	Drawings:
	Canadian Hydro 1007-013.4.5.004-201 Rev V
	Canadian Hydro 1007-013.4.5 1410 Rev 3
	Canadian Hydro 1007-013.4.5 1411 Rev 0
	Canadian Hydro 1007-013.4.5 1412A Rev 1
	Canadian Hydro 1007-013.4.5 1412B Rev 1
	Canadian Hydro 1007-013.4.5 1413 Rev 0
	Conestoga Rovers & Associates Foundation Plans, drawings S01A Rev 2, S01B Rev 2, & S02 Rev 2
	GE Wind Energy Drawings 6500 93730 901853(0)

SCHEDULE "C"

MII Amaranth - Canadian Hydro Developers, Inc. Agreement

Works Cost Estimate

1.	Construction of access road entrances within road Rights of Way -	\$ 100,000.00
2.	Upgrade of existing gravel roads -	\$ 250,000.00
3.	Installation of underground cable in road Rights of Ways - (NOTE: excludes supply of cable)	\$1,000,000.00