



**Municipality of Port Hope**  
56 Queen Street  
Port Hope, ON  
L1A 3Z9

- EXEC. DIRECTOR
- CORP SERV
- Dir of FIN
- Dir of W/ENG
- Dir of FES
- Acting Dir of PRC
- ECON DEV
- PLAN DEV

REPORT TO: Council

FROM: Jim McCormack, Acting Director of PRC  
Connie Martinell, Deputy Clerk

SUBJECT: Installation of Rooftop Solar Panels – Town Park Recreation Centre and Fall Fair Centre

DATE: September 30, 2015

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**RECOMMENDATION:**

Refer to By-laws

**BACKGROUND:**

Staff support entering into a proposal and Option to Lease with Community Power Northumberland Co-operative Inc. (Ontario Corp. #1811854) for a rooftop solar proposal at the Town Park Recreation Centre and Fall Fair Centre.

A Structural Review/Feasibility Assessment for Solar Panel Installation at the Town Park Recreation Centre and Fall Fair Centre was undertaken by Hiland Engineering Inc. of Markham, which was funded by Community Power Northumberland Co-operative Inc. (CPN). A copy was provided to the Municipality on September 27, 2015 (see attached) and reviewed by the Chief Building Official for the Municipality of Port Hope. Prior to installation, CPN is responsible for ensuring all regulatory requirements and permits are obtained, which will require enhanced construction drawings signed and sealed by a Professional Structural Engineer. The information required will indicate the layout of the proposed solar panels and fastening details, identify any imposed stresses on the structure including loading and uplift, and wind and snow loading on all proposed reinforcements required to ensure the buildings will safely sustain the new loads. The fastening details will include provisions for maintaining the integrity of a leak proof and sound roof. In addition, documentation will be submitted to the Municipality to ensure that all recommendations identified in the “Summary of Roof Structural Capacity” on page 4 of the Hiland Report have been considered and appropriately addressed to the satisfaction of the Municipality to ensure a safe structurally sound project.

CPN is a not for profit renewable energy co-operative. Their mission is to inspire Northumberland to value a sustainable green economy and develop community-based, renewable energy programs. All profits generated through current and new renewable energy projects are re-invested back into the community through additional green energy initiatives. Staff have been in dialogue with Community Power Northumberland (CPN) since the spring of 2015 regarding the potential for a Solar Photovoltaic (PV) rooftop installation at various municipal facilities.

The Independent Electricity System Operator (IESO) is responsible for ensuring the future reliability of the province's power system and on September 17, 2015 released the pricing schedule for Feed-in Tariff (FIT) 4 projects. Applications can be submitted as of October 5, 2015 of which CPN would like to submit a FIT 4 application for a 250 Kw solar installation on the Town Park Recreation Centre and Fall Fair Centre. In order to proceed with the FIT 4 application CPN needs to confirm that the Applicant (CPN) holds Access Rights to the site, which access rights must be in the form of a lease or an option or agreement to lease.

In accordance with the terms of the Solar Proposal, CPN would be solely responsible for all costs relevant to this project during the term of the lease. CPN would be providing the Municipality of Port Hope with an annual lease payment of \$6,000 per year which equates to \$120,000 over the twenty (20) year period for CPN to utilize that portion of the roof and outer walls of the Town Park Recreation Centre and Fall Fair Centre for development of a rooftop solar project.

**CONCLUSION:**

CPN is a local not for profit cooperative who are committed to renewable energy and the reduction of greenhouse gases in our community. The Feed-In Tariff (FIT) Program was developed to encourage and promote renewable energy sources with the fundamental objective to facilitate increased development of renewable generating facilities in conjunction with the Green Energy and Green Economy Act.

This proposal is a positive green initiative fostering reductions in greenhouse gas emissions which benefits the environment.

Respectfully submitted,  
Original Signed by:

Jim McCormack, RRFA  
Acting Director, Parks, Recreation and Culture  
Connie Martinell, Deputy Clerk

Sep 27 2015

ref: 15086-104

Community Power Northumberland Co-  
operative Inc.  
154 Stuart Street, Cobourg  
Ontario, Canada  
K9A 2Y2  
905.396.7677

**Attention:** Rich Tyssen

**Subject:** Structural Review for Solar Panel Installation at Town Park Recreation Centre Port Hope ON

As requested, Hiland Engineering Inc has completed a structural feasibility assessment to determine the structural adequacy of the existing building located at 62 McCaul Street, Port Hope, Ontario L1A 1A2 (refer Figure 1 for aerial view) to support a new roof-top Solar Photovoltaic (PV) panel and racking installation. The recreation center has two buildings. The storage building is one storey, steel frame storage building of approximately 12,000 square feet. Recreation Centre building is a two storey, wood and steel frame, recreation center of approximately 13,000 square feet. Both buildings were built in 2002.



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**1.0. STRUCTURAL ASSESSMENT**

We have based our assessment on the following:

1. The information obtained at our site visit on Sep 10 2015 ( no as built structural drawings)
2. Drawing S200 preliminary structural design drawings by Barry Bryan Associates Ltd.
3. As building electrical and mechanical drawings 2002 03.
4. Site measurement of 1200mm Truss at Gymnasium Sep 10 2015
5. Site measurement of Wood Truss at Sep 10 2015
6. Site measurement of storage building steel beam at Sep 10 2015
7. Site measurement of storage building purlin at Sep 10 2015

**2.0. STRUCTURAL REVIEW OF THE EXISTING ROOF STRUCTURE WAS COMPLETED IN ACCORDANCE WITH THE FOLLOWING CODES AND STANDARDS:**

- a. 2012 Ontario Building Code
- b. CAN/CSA S16-01 – Limit States Design of Steel Structures
- c. National Building Code 2012 (NBC 2012)
- d. *CSA Standard O86 Engineering Design in Wood.*
- e. CSA S136-12 North America Specification for the design of cold formed steel structural members.

**3.0. STRUCTURAL REVIEW ASSUMPTIONS AND LIMITATIONS:**

- a. We have not completed any material testing of the original building. Assume steel yield strength 350MPa and wood member SPF#2
  - b. The existing structural members and connections were designed and constructed to adequately support the design loads outlined in the existing drawings.
  - c. We have only performed following calculations
    - 1) Storage Building Main roof beam base on site measurement.
    - 2) Storage Building purlin base on site measurement
    - 3) Gymnasium 1200mm OWSJ calculation base on site measurement
    - 4) Wood truss on recreation area in front portion
  - d. We have not performance any roof dead load detail investigation, the dead load is based on the roof frame plan provided.
  - f. Based on our visual observations of the building with no evidence of structural damage or distress the existing building is assumed to be in sound condition and we assume the building will be maintained in dry condition during the life span of the building.
  - g. A final review will be required based on the geometry, layout and ballasting of the racks prior to the issuance of construction drawings.
  - j. The important factor assumed to be 1.0 for snow and wind calculation in storage building
  - k. The important factor assumed to be 1.15 for snow and wind calculation in recreation building
-

l. All future equipment weight other than lighting and duct work installed on the roof and below ceiling will be reviewed by structural engineer

m. All future equipment weight other than lighting and duct work installed on the roof and below ceiling will be reviewed by structural engineer.

n. Structural calculation will be updated once as built structural drawing available.

4.0. DESIGN LOAD

**Table 1. Load data of uniformly distributed loads of storage building roof**

Dead load ( <i>D</i> )	Beam kPa	Purlin kPa
Self-weight of Steel deck roof	0.4	0.4
Equipment & facility lines	0.05	0.1
Solar PV panels & Mounting system	0.15	0.15
<b>Total Dead Load</b>	<b>0.6</b>	<b>0.65</b>
<b>Live load (<i>L</i>)</b>	<b>1.0</b>	<b>1.0</b>
<b>Snow load (<i>S</i>)</b>	<b>1.36</b>	<b>1.36</b>
<b>1.25<i>D</i> + 1.5<i>S</i></b>	<b>2.79</b>	<b>3.85</b>

**Table 2. Load data of uniformly distributed loads of Gymnasium roof**

Dead load ( <i>D</i> )	OWSJ kPa	
Self-weight of Steel deck roof	0.8	
Equipment & facility lines	0.2	
Solar PV panels & Mounting system	0.2	
<b>Total Dead Load</b>	<b>1.2</b>	
<b>Live load (<i>L</i>)</b>	<b>1.0</b>	
<b>Snow load (<i>S</i>)</b>	<b>1.564</b>	
<b>1.25<i>D</i> + 1.5<i>S</i></b>	<b>3.85</b>	

**Table 2. Load data of uniformly distributed loads of wood sloped roof**

<b>Dead load (D)</b>	OVSJ kPa	
Bottom chord insulation	0.43	
Equipment & facility lines	0.2	
Top chord	0.29	
Solar PV panels & Mounting system	0.15	
<b>Total Dead Load</b>	<b>1.07</b>	
<b>Live load (L)</b>	<b>1.0</b>	
<b>Snow load (S)</b>	<b>1.564</b>	
<b>1.25D + 1.5S</b>	<b>3.68</b>	

**Summary of Roof Structural Capacity:**

1. Based on our review of the existing roof structure against structural capacity requirements of Ontario Building Code 2012. Roof areas A,B,C do have sufficient capacity to support the proposed solar system with load list in table 1,2,3 provide following improvement

1. All future equipment installed on the roof shall be review by structural engineer except light weight duct work, lighting, electrical wire.
2. Clear stone on gym flat roof shall be used as ballast weight in solar installation.
3. Solar shall be installed minimum two times HVAC height away from the HVAC unit.
4. Apply building permit
5. Recreation building should be reviewed by structural engineer as required by ORFA
6. Storage building shall be reinforced with bolted L4x4x3/16 at both sides of existing column

**General Notes Solar installation requirement.**

1. The ballast layout should be compared to wind tunnel result to determine ballast load requirement and ballast calculation should be provided by wind tunnel testing engineering using NBCC 2010.
2. Each ballast zone has different pressure coefficients as determined in the wind tunnel testing.
3. Owner and contractor is responsible for the method or sequence of construction
4. Owner and contractor is responsible for and provide all measures necessary to protect the roof structural and racking structure during construction and after construction
5. Owner and contractor shall be responsible for the health and safety of its employee, and all work must meet the requirement of the Ontario health and safety act.
6. The full bearing footing print of base rail should be fully contacted the roof surface.
7. Additional ballast shall be install at end of base rail and splice of the base rail.

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**Conclusions**

Based on the available information and observations made on site, in our opinion, Wood slope roof and steel deck flat roof in recreation Building and roof for storage building can safely support the imposed loads of the proposed solar PV system, subject to conditions and recommendations provided in this report.

Should you have any questions, please contact the undersigned.

Respectfully,

Robert Zhou, P.Eng



**Draft**

Attachment 1: Storage Building Beam Calculation Report by Staad Pro

Attachment 2: Storage Building Cold Form Purlin Capacity report by CFS software

Attachment 3. Gymnasium flat roof capacity using Excel.

Attachment 4: Slope wood roof truss calculation using Staad Pro

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**PROFESSIONAL SERVICES TERMS AND CONDITIONS**

The following Terms and Conditions are attached to and form part of the Proposal for Professional Services to be performed by HILAND Inc (HILAND) and together, when the CLIENT authorizes HILAND to proceed with the services, constitute the AGREEMENT.

**DESCRIPTION OF WORK:** HILAND shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

**TERMS AND CONDITIONS:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and HILAND. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT.

**PROFESSIONAL RESPONSIBILITY:** In performing the SERVICES, HILAND will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

**Truss:** No lumber grade and strength was tested. HILAND is reliance on truss grading mark on the lumber. This structural review work don't release existing building designer liability if the building failed under original design load or less. The CLIENT releases HILAND from all liabilities if the project cancelled and end of life span of solar system.

**LIMITATION OF LIABILITY:** The CLIENT releases HILAND from any liability and agrees to defend, indemnify and hold HILAND harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of the performance of the SERVICES, excepting liability arising from the sole negligence of HILAND. It is further agreed that the total amounts of all claims the CLIENT may have against HILAND under these Terms and Conditions, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to less amount of the professional fee paid or Hiland Engineer Inc insurance amount. No claim may be brought against HILAND more than one year after the cause of action arose. As the CLIENT's sole and exclusive remedy under these Terms and Conditions any claim, demand or suit shall be directed and/or asserted only against HILAND and not against any of HILAND's employees, officers or directors.

**INDEMNITY FOR MOLD CLAIMS:** It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, HILAND knowingly encounters any such substances, HILAND shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of SERVICES until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against HILAND, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold HILAND harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of HILAND. HILAND and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

**FIELD SERVICES:** HILAND shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. HILAND shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. HILAND shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**DISPUTE RESOLUTION:** If requested in writing by either the CLIENT or HILAND, the CLIENT and HILAND shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

**SIGN OFF AND FINAL CERTIFICATE OF CONSTRUCTION:** HILAND can not provide a final certification without adequate site inspection by HILAND staff during the construction period.

**THIRD PARTY BENEFICIARIES:** Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or HILAND. HILAND's service under this agreement are being performed solely for the CLIENT's benefit. And no other party or entity shall have any claim against HILAND because of the agreement or the performance



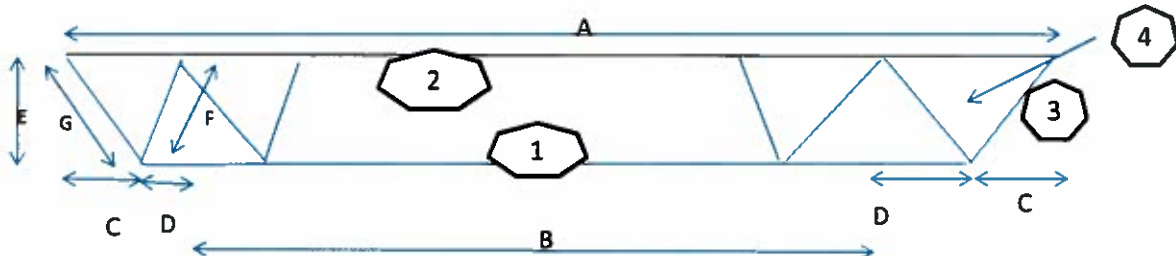
or non-performance of services hereunder.  
End

**Truss Capacity Calculation Preliminary**

Client: Town Park Recreation Center Gym  
 Project: Community Power Northumberland Co-operative Inc  
 Date: Sep 25 2015

Ref No: xx  
 Engineer: Robert Zhou, P.Eng

48" Joist for Gym Building



	feet	in	m/mm			
Truss Span A	65	0	19.812 m			
Dimension C		60	1524 mm			
Dimension B	65	-240	13.716 m			
Dimension D		60	1524 mm			
Dimension E		48	1219 mm			
Dimension F		76.8375	1952 mm			
Dimension G		76.8375	1952 mm			
Snow Load			1.20 kPa			
Rain			0.40 kPa	Equipment		
S			1.56 kPa	Solar Weight		
Dead Load			1.00 kPa	1.20 kPa	0.20 kPa	
Total Load load case 1			existing	with Solar		
			1.25DL+1.5S	3.60 kPa	3.846	
Space between Truss	5.277	0	1.60843	1.6084296		
w			5.8 kN/m	6.1860202		
Mf Load Case 1			284 kN m	303.51348		61.27871651
				0		
Member Force		C/T		Capacity		Ratio
Member Force	1	233 kN	249 kN	413 kN	OK	0.603283135
Member Force	2	233 kN	249 kN	333 kN	OK	0.748166093
Member Force	3	85 kN	91 kN	115 kN	OK	0.786008083
Member Force	4	63 kN	68 kN	88 kN	OK	0.767773463

Member 1	Area	1310	2L51x51x6.4
	Fu	450 MPa	
	FY	350 MPa	
	Tr=	413 kN	
Member 2	Area	1310	2L51x51x6.4
	L	1500 mm	
	r	16 mm	
	KL/R	48 mm	
	Cr/A	254 kPa	<b>Draft</b>
	Cr	333 kN	
Member 3	Area	384	2L32x32x3
	Fu	400 MPa	
	FY	350 MPa	
	Tr=	115 kN	
Member 4	Area	546	2L44x44x3
	L	1725 mm	
	r	14 mm	
	KL/r	62.9562044	
	Cr/A	162 MPa	
	Cr	88 kN	

It truss member 4 shall be verified later



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Job No	Sheet No <b>1</b>	Rev
Part		
Ref		
By RZ	Date 15.9.25	Chd
Client	File Slope roof truss 2015092!	Date/Time 25-Sep-2015 11:38

**Draft**

## Job Information

	Engineer	Checked	Approved
Name:	RZ		
Date:	15.9.25		

### Comments

Snow: 1.2 KPa X1.15  
 Wind 0.48KpaX1.15  
 Bottom Chord : 0.43KPa PLus EQUIP 0.2KPA  
 TOP CHORD: 0.29kPa  
 Solar Weight: 0.15KPa  
 All Member SPF 2

Structure Type PLANE FRAME

Number of Nodes	12	Highest Node	48
Number of Elements	20	Highest Beam	191

Number of Basic Load Cases	3
Number of Combination Load Cases	1

### Included in this printout are data for:

All	The Whole Structure
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### Included in this printout are results for load cases:

Type	L/C	Name
Primary	1	DEAD
Primary	2	Wind
Primary	8	SNOW
Combination	36	1.24DL+1.5S+0.4W

## Beam Maximum Forces by Section Property

Section		Axial	Shear		Torsion	Bending	
		Max Fx (kN)	Max Fy (kN)	Max Fz (kN)	Max Mx (kN m)	Max My (kN m)	Max Mz (kN m)
SPFR_SS_2X6	Max +ve	13.295	2.654	0.000	0.000	0.000	1.108
	Max -ve	-9.701	-2.440	0.000	0.000	0.000	-0.713
SPFR_SS_2X4	Max +ve	15.902	0.472	0.029	0.017	0.032	0.197
	Max -ve	-3.607	-0.535	-0.002	-0.035	-0.040	-0.160



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Job No	Sheet No <b>2</b>	Rev
Part		
Ref		
By RZ	Date 15.9.25	Chd
Client	File Slope roof truss 20150925	Date/Time 25-Sep-2015 11:38

Job Title Town Recreation Center Wood Frame Building

### Nodes

Node	X (m)	Y (m)	Z (m)
22	0.000	0.000	1.625
24	6.096	2.134	1.625
27	6.096	0.000	1.625
37	10.363	3.627	1.625
38	2.032	0.711	1.625
39	4.064	1.422	1.625
40	2.032	0.000	1.625
41	4.064	0.000	1.625
45	10.363	1.725	0.000
46	6.096	1.725	0.000
47	8.230	2.880	1.625
48	8.230	1.725	0.000

**Draft**

### Materials

Mat	Name	E (kip/in <sup>2</sup> )	v	Density (kip/in <sup>3</sup> )	α (/°F)
1	SPFR_N2_4X5	1.4E+3	0.150	0.000	12E-12
2	SPFR_N2_3X10	1.4E+3	0.150	0.000	12E-12
3	SPFR_N2_2X10	1.4E+3	0.150	0.000	12E-12
4	STEEL	29.7E+9	0.300	283E+3	12E-6
5	SPFR_SS_2X10	1.5E+3	0.150	0.000	12E-12
6	STAINLESSSTEEL	28E+3	0.300	0.000	9.9E-6
7	SPFR_SS_2X3	1.5E+3	0.150	0.000	12E-12
8	SPFR_SS_2X4	1.5E+3	0.150	0.000	12E-12
9	ALUMINUM	10E+3	0.330	0.000	12.8E-6
10	SPFR_SS_2X6	1.5E+3	0.150	0.000	5.5E-6
11	CONCRETE	3.15E+3	0.170	0.000	5.5E-6
12	SPFR_SS_2X8	1.5E+3	0.150	0.000	12E-12

### Primary Load Cases

Number	Name	Type
8	SNOW	Wind
1	DEAD	Dead
2	Wind	Wind



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Job No	Sheet No <b>3</b>	Rev
Part		
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By RZ	Date 15.9.25	Chd
Client	File Slope roof truss 2015092	Date/Time 25-Sep-2015 11:38

### Combination Load Cases

Comb.	Combination L/C Name	Primary	Primary L/C Name	Factor
36	1.24DL+1.5S+0.4W	8	SNOW	1.50
		1	DEAD	1.25
		2	Wind	0.40

### Load Generators

There is no data of this type.

### 1 DEAD : Beam Loads

Beam	Type	Direction	Fa	Da (m)	Fb	Db	Ecc. (m)
162	UNI	lb/r	GY	-17.816	-	-	-
164	UNI	lb/r	GY	-21.927	-	-	-
167	UNI	lb/r	GY	-17.816	-	-	-
168	UNI	lb/r	GY	-17.816	-	<b>(draft)</b>	-
169	UNI	lb/r	GY	-21.927	-	-	-
170	UNI	lb/r	GY	-21.927	-	-	-
181	UNI	lb/r	GY	-21.927	-	-	-
188	UNI	lb/r	GY	-21.927	-	-	-
190	UNI	lb/r	GY	-17.816	-	-	-
191	UNI	lb/r	GY	-17.816	-	-	-

### 2 Wind : Beam Loads

Beam	Type	Direction	Fa	Da (m)	Fb	Db	Ecc. (m)
162	UNI	lb/r	Y	-52.762	-	-	-
167	UNI	lb/r	Y	-52.762	-	-	-
168	UNI	lb/r	Y	-52.762	-	-	-
190	UNI	lb/r	Y	-52.762	-	-	-
191	UNI	lb/r	Y	-52.762	-	-	-

### 8 SNOW : Beam Loads

Beam	Type	Direction	Fa	Da (m)	Fb	Db	Ecc. (m)
162	UNI	lb/r	GY	-63.725	-	-	-
167	UNI	lb/r	GY	-63.725	-	-	-
168	UNI	lb/r	GY	-63.725	-	-	-
190	UNI	lb/r	GY	-63.725	-	-	-
191	UNI	lb/r	GY	-63.725	-	-	-



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Job No

Sheet No

4

Rev

Part

Job Title Town Recreation Center Wood Frame Building

Ref

By RZ

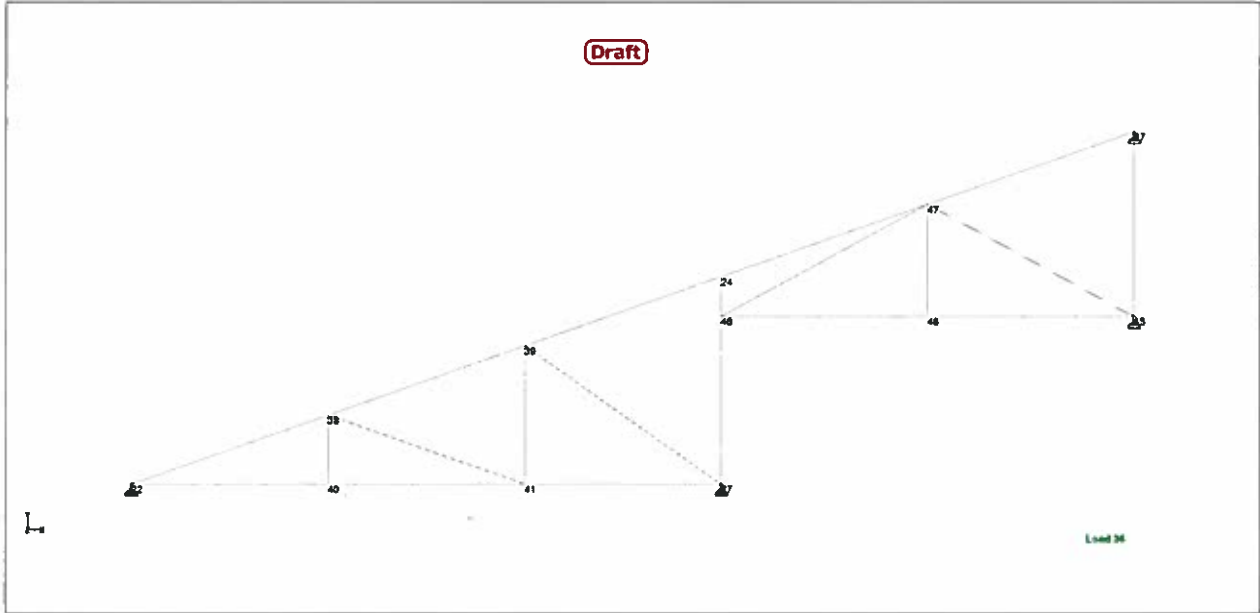
Date 15.9.25

Chd

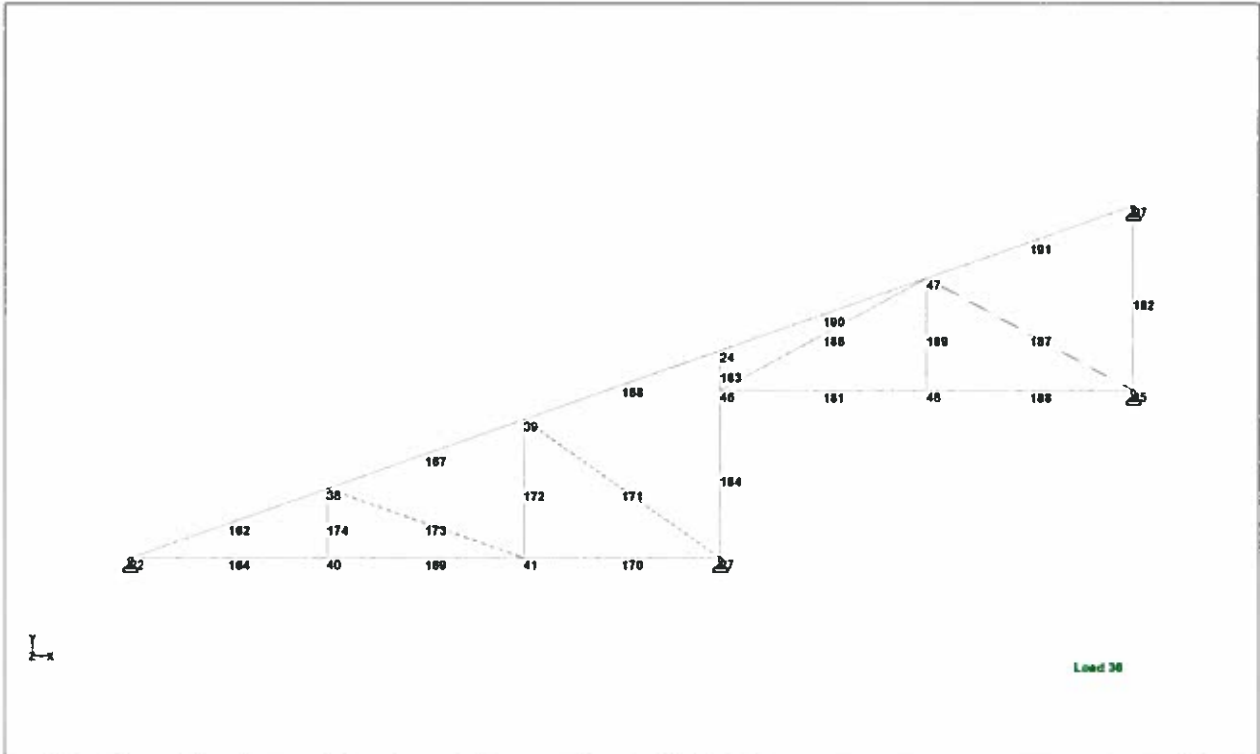
Client

File Slope roof truss 20150921 Date/Time 25-Sep-2015 11:38

Draft



Whole Structure (Input data was modified after picture taken)



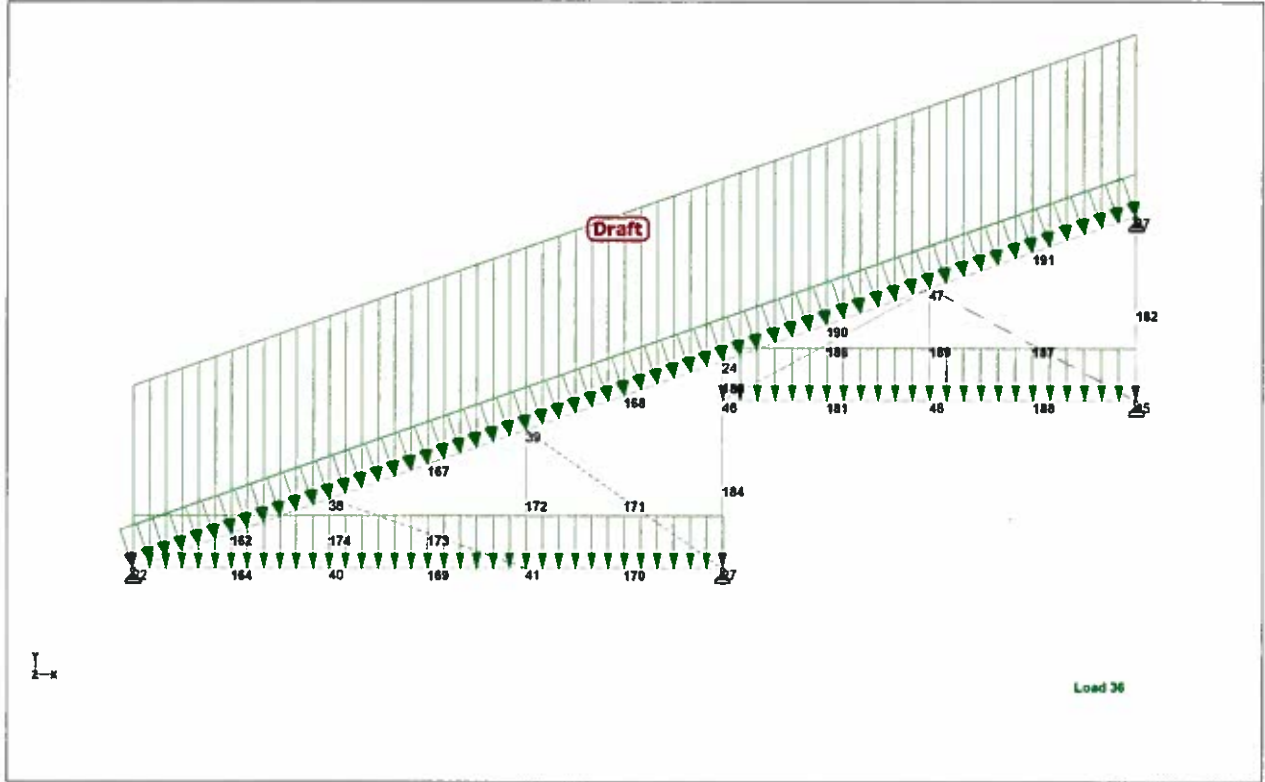
Whole Structure



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Job No	Sheet No <b>5</b>	Rev
Part		
Ref		
By RZ	Date 15.9.25	Chd
Client	File Slope roof truss 2015092	Date/Time 25-Sep-2015 11:38

Job Title **Town Recreation Center Wood Frame Building**



Whole Structure LC 1.5S+1.25DL+0.4W



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Job No

Sheet No

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Rev

Part

Job Title Town Recreation Center Wood Frame Building

Ref

By RZ

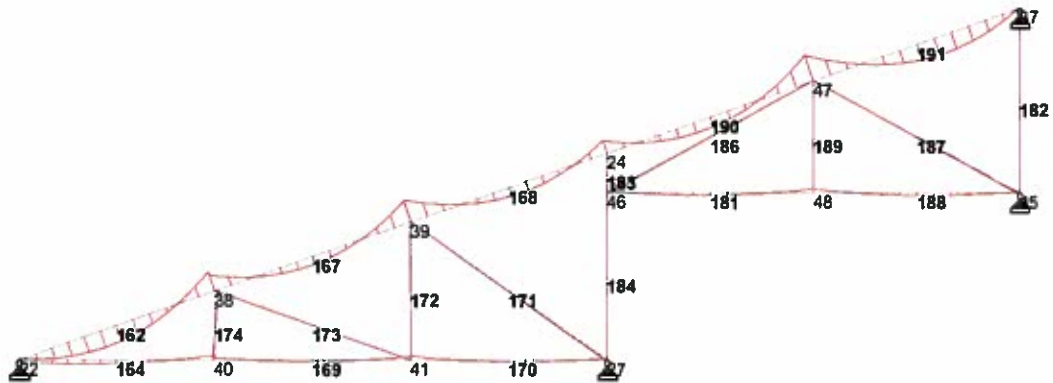
Date 15.9.25

Chd

Client

File Slope roof truss 20150921

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Whole Structure Mz 4kN-m/1m 36 1.24DL+1.5S+0.4W





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Job No

Sheet No

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Rev

Part

Job Title Town Recreation Center Wood Frame Building

Ref

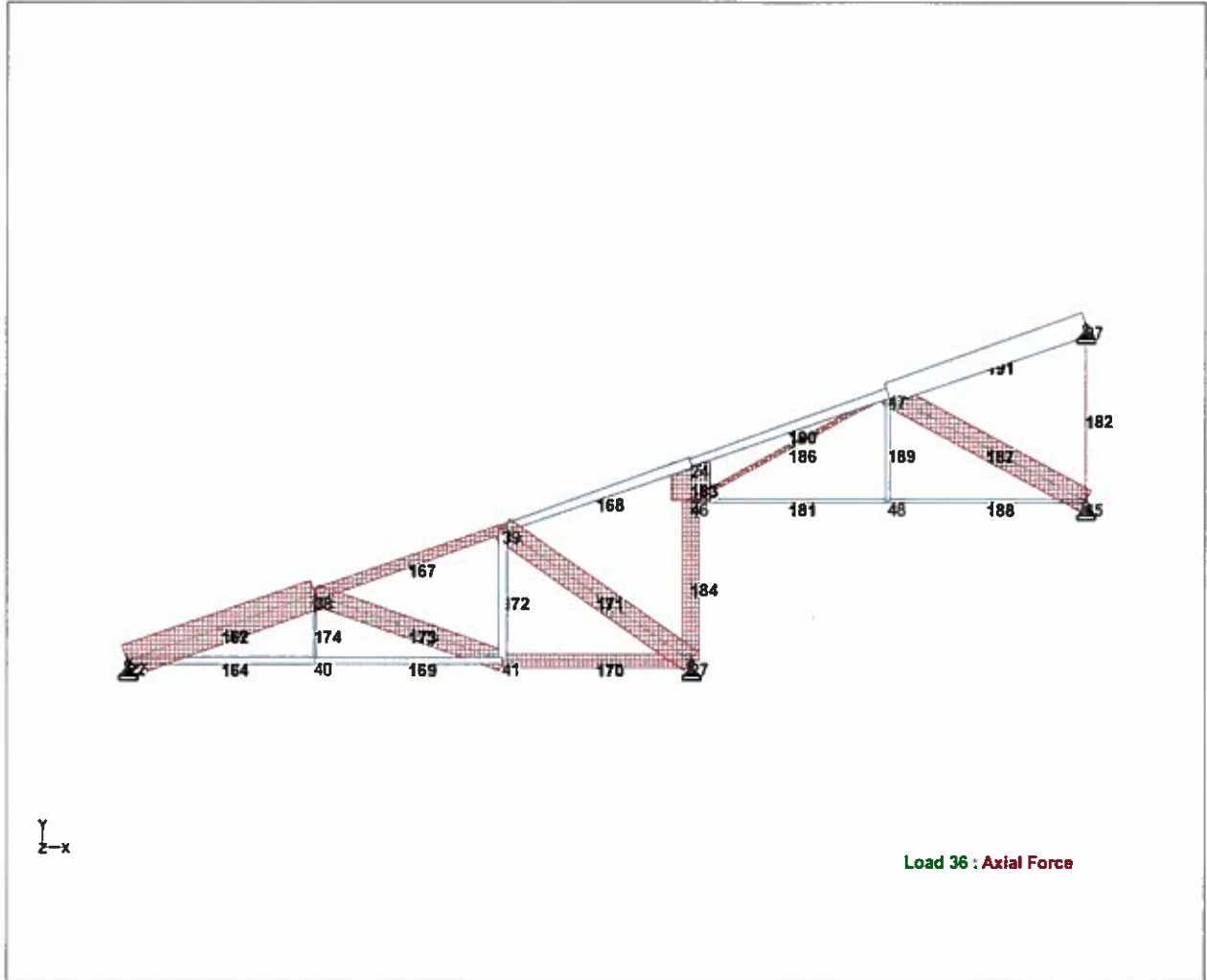
By RZ

Date 15 9 25

Chd

Client

File Slope roof truss 2015092 Date/Time 25-Sep-2015 11:38



Whole Structure Fx 75kN:1m 36 1.24DL+1.5S+0.4W



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Job No	Sheet No <b>8</b>	Rev
Part		
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Client	File Slope roof truss 2015092!	Date/Time 25-Sep-2015 11:38

Job Title **Town Recreation Center Wood Frame Building**

## Reactions

Node	L/C	Horizontal	Vertical	Horizontal	Moment		
		FX (kN)	FY (kN)	FZ (kN)	MX (kN·m)	MY (kN·m)	MZ (kN·m)
22	1:DEAD	2.248	1.504	0.000	0.000	0.000	0.000
	2:Wind	1.912	1.708	0.000	0.000	0.000	0.000
	8:SNOW	3.719	2.488	0.000	0.000	0.000	0.000
	36:1.24DL+1.5	9.154	6.294	0.000	0.000	0.000	0.000
27	1:DEAD	-3.088	2.576	-0.952	0.002	-0.014	0.000
	2:Wind	-4.462	3.626	-1.643	0.004	-0.002	0.000
	8:SNOW	-5.080	4.239	-1.973	0.005	-0.002	0.000
	36:1.24DL+1.5	-13.265	11.029	-4.806	0.011	-0.021	0.000
37	1:DEAD	2.077	0.957	0.000	0.000	-0.012	0.000
	2:Wind	1.856	1.367	0.000	0.000	0.002	0.000
	8:SNOW	3.521	2.051	0.000	0.000	0.002	0.000
	36:1.24DL+1.5	8.620	4.820	0.000	0.000	-0.011	0.000
45	1:DEAD	-1.237	1.134	1.205	0.018	-0.001	0.000
	2:Wind	-2.098	1.279	1.793	-0.001	-0.015	0.000
	8:SNOW	-2.160	1.433	2.009	-0.001	-0.018	0.000
	36:1.24DL+1.5	-5.626	4.079	5.236	0.020	-0.034	0.000

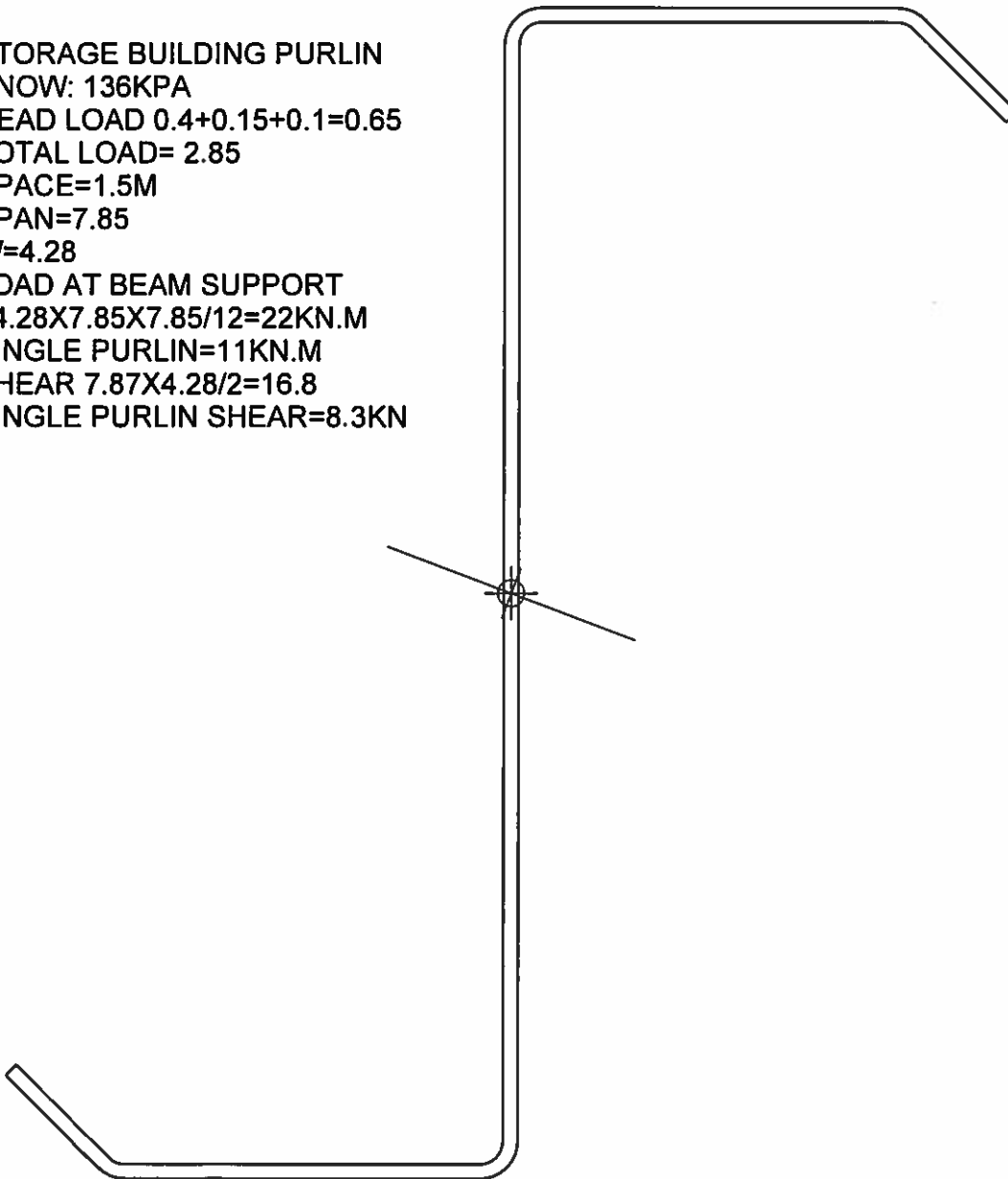
## Reaction Summary

	Node	L/C	Horizontal	Vertical	Horizontal	Moment		
			FX (kN)	FY (kN)	FZ (kN)	MX (kN·m)	MY (kN·m)	MZ (kN·m)
Max FX	22	36:1.24DL+1.5	9.154	6.294	0.000	0.000	0.000	0.000
Min FX	27	36:1.24DL+1.5	-13.265	11.029	-4.806	0.011	-0.021	0.000
Max FY	27	36:1.24DL+1.5	-13.265	11.029	-4.806	0.011	-0.021	0.000
Min FY	37	1:DEAD	2.077	0.957	0.000	0.000	-0.012	0.000
Max FZ	45	36:1.24DL+1.5	-5.626	4.079	5.236	0.020	-0.034	0.000
Min FZ	27	36:1.24DL+1.5	-13.265	11.029	-4.806	0.011	-0.021	0.000
Max MX	45	36:1.24DL+1.5	-5.626	4.079	5.236	0.020	-0.034	0.000
Min MX	45	8:SNOW	-2.160	1.433	2.009	-0.001	-0.018	0.000
Max MY	37	8:SNOW	3.521	2.051	0.000	0.000	0.002	0.000
Min MY	45	36:1.24DL+1.5	-5.626	4.079	5.236	0.020	-0.034	0.000
Max MZ	22	1:DEAD	2.248	1.504	0.000	0.000	0.000	0.000
Min MZ	22	1:DEAD	2.248	1.504	0.000	0.000	0.000	0.000

Rev. Date: 9/24/2015 9:39:41 PM

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STORAGE BUILDING PURLIN  
SNOW: 136KPA  
DEAD LOAD  $0.4+0.15+0.1=0.65$   
TOTAL LOAD= 2.85  
SPACE=1.5M  
SPAN=7.85  
W=4.28  
LOAD AT BEAM SUPPORT  
 $=4.28 \times 7.85 \times 7.85 / 12 = 22 \text{KN.M}$   
SINGLE PURLIN=11KN.M  
SHEAR  $7.87 \times 4.28 / 2 = 16.8$   
SINGLE PURLIN SHEAR=8.3KN



Rev. Date: 9/24/2015 9:39:41 PM

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Material: A653 SS Grade 50/1  
 No strength increase from cold work of forming.  
 Modulus of Elasticity, E 203400 MPa  
 Yield Strength, Fy 344.74 MPa  
 Tensile Strength, Fu 448.16 MPa  
 Warping Constant Override, Cw 0 mm<sup>6</sup>  
 Torsion Constant Override, J 0 mm<sup>4</sup>

Stiffened Zee, Thickness 2.5 mm

Placement of Part from Origin:

X to center of gravity 0 mm  
 Y to center of gravity 0 mm

Outside dimensions, Open shape

	Length (mm)	Angle (deg)	Radius (mm)	Web	k Coef.	Hole Size (mm)	Distance (mm)
1	25.00	-45.000	3.8735	None	0.000	0.00	12.50
2	70.00	0.000	3.8735	Single	0.000	0.00	35.00
3	200.00	90.000	3.8735	Zee	0.000	0.00	100.00
4	70.00	0.000	3.8735	Single	0.000	0.00	35.00
5	25.00	-45.000	3.8735	None	0.000	0.00	12.50

Member Check - 2012 North American Specification - Canada (LSD)

Material Type: A653 SS Grade 50/1, Fy=344.74 MPa

Design Parameters:

Lx	0.0000 m	Ly	0.0000 m	Lt	0.0000 m
Kx	1.0000	Ky	1.0000	Kt	1.0000
Cbx	1.0000	Cby	1.0000	ex	0.0000 mm
Cmx	1.0000	Cmy	1.0000	ey	0.0000 mm
Braced Flange:	None	k $\phi$	0 kN		
Red. Factor, R:	0	Lm	6.0960 m		

Loads:	P (kN)	Mx (kN-m)	Vy (kN)	My (kN-m)	Vx (kN)
Entered	0.00	11.300	8.36	0.000	0.00
Applied	0.00	11.300	8.36	0.000	0.00
Strength	159.09	13.734	58.05	4.242	50.46

Effective section properties at applied loads:

Ae	945.22 mm <sup>2</sup>	Ixe	5809299 mm <sup>4</sup>	Iye	1251301 mm <sup>4</sup>
		Sxe(t)	58093 mm <sup>3</sup>	Sye(l)	14478 mm <sup>3</sup>
		Sxe(b)	58093 mm <sup>3</sup>	Sye(r)	14478 mm <sup>3</sup>

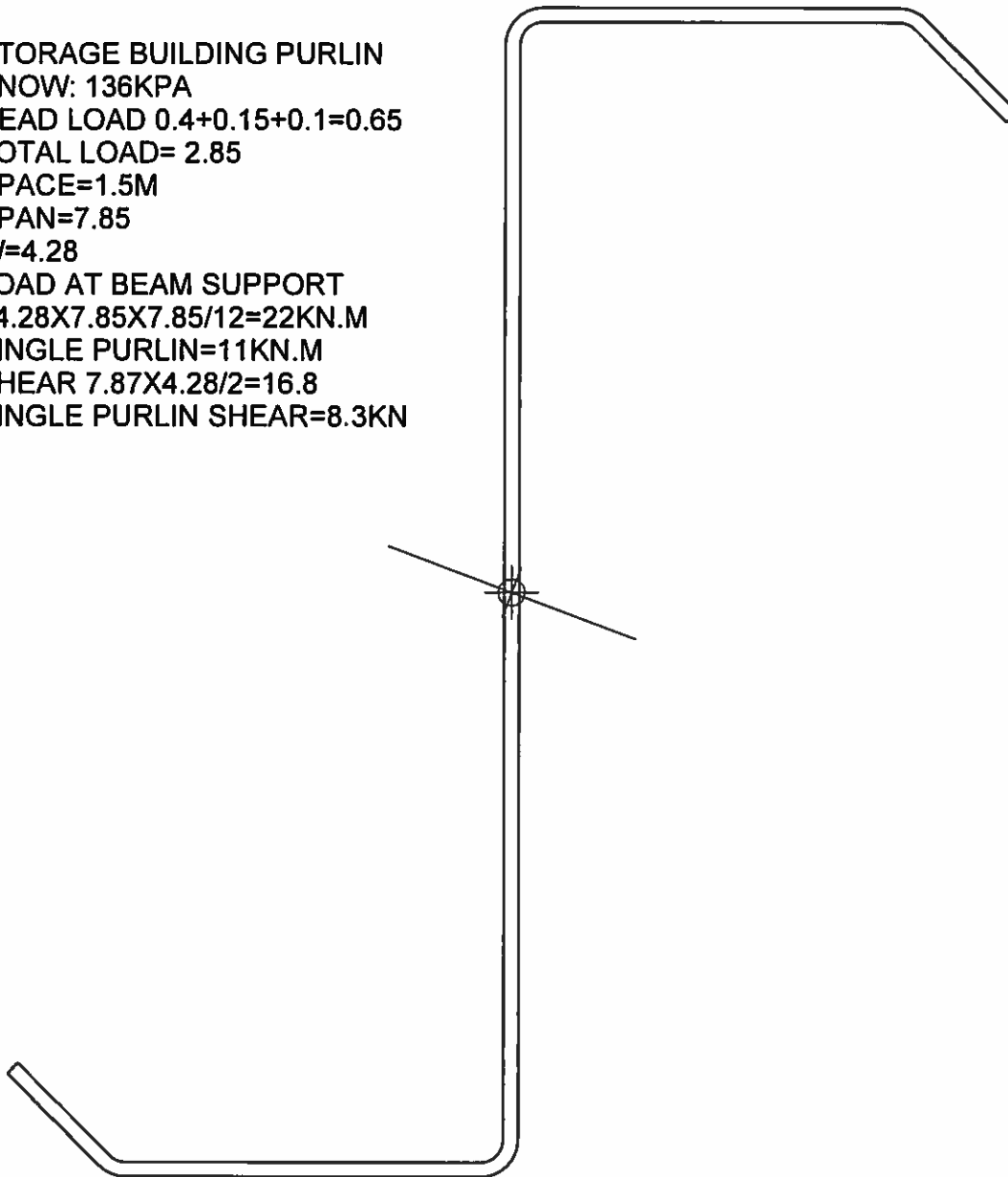
Interaction Equations

NAS Eq. C5.2.2-1	(P, Mx, My)	0.000 + 0.823 + 0.000 = 0.823 <= 1.0
NAS Eq. C5.2.2-2	(P, Mx, My)	0.000 + 0.823 + 0.000 = 0.823 <= 1.0
NAS Eq. C3.3.2-1	(Mx, Vy)	Sqrt(0.410 + 0.021) = 0.656 <= 1.0
NAS Eq. C3.3.2-1	(My, Vx)	Sqrt(0.000 + 0.000) = 0.000 <= 1.0

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STORAGE BUILDING PURLIN  
SNOW: 136KPA  
DEAD LOAD  $0.4+0.15+0.1=0.65$   
TOTAL LOAD= 2.85  
SPACE=1.5M  
SPAN=7.85  
W=4.28  
LOAD AT BEAM SUPPORT  
 $=4.28 \times 7.85 \times 7.85 / 12 = 22 \text{KN.M}$   
SINGLE PURLIN=11KN.M  
SHEAR  $7.87 \times 4.28 / 2 = 16.8$   
SINGLE PURLIN SHEAR=8.3KN



Rev. Date: 9/24/2015 9:39:41 PM

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Material: A653 SS Grade 50/1  
 No strength increase from cold work of forming.  
 Modulus of Elasticity, E 203400 MPa  
 Yield Strength, Fy 344.74 MPa  
 Tensile Strength, Fu 448.16 MPa  
 Warping Constant Override, Cw 0 mm<sup>6</sup>  
 Torsion Constant Override, J 0 mm<sup>4</sup>

Stiffened Zee, Thickness 2.5 mm

Placement of Part from Origin:

X to center of gravity 0 mm  
 Y to center of gravity 0 mm

Outside dimensions, Open shape

	Length (mm)	Angle (deg)	Radius (mm)	Web	k Coef.	Hole Size (mm)	Distance (mm)
1	25.00	-45.000	3.8735	None	0.000	0.00	12.50
2	70.00	0.000	3.8735	Single	0.000	0.00	35.00
3	200.00	90.000	3.8735	Zee	0.000	0.00	100.00
4	70.00	0.000	3.8735	Single	0.000	0.00	35.00
5	25.00	-45.000	3.8735	None	0.000	0.00	12.50

Member Check - 2012 North American Specification - Canada (LSD)

Material Type: A653 SS Grade 50/1, Fy=344.74 MPa

Design Parameters:

Lx	0.0000 m	Ly	0.0000 m	Lt	0.0000 m
Kx	1.0000	Ky	1.0000	Kt	1.0000
Cbx	1.0000	Cby	1.0000	ex	0.0000 mm
Cmx	1.0000	Cmy	1.0000	ey	0.0000 mm
Braced Flange:	None	k $\phi$	0 kN		
Red. Factor, R:	0	Lm	6.0960 m		

Loads:	P (kN)	Mx (kN-m)	Vy (kN)	My (kN-m)	Vx (kN)
Entered	0.00	11.300	8.36	0.000	0.00
Applied	0.00	11.300	8.36	0.000	0.00
Strength	159.09	13.734	58.05	4.242	50.46

Effective section properties at applied loads:

Ae	945.22 mm <sup>2</sup>	Ixe	5809299 mm <sup>4</sup>	Iye	1251301 mm <sup>4</sup>
		Sxe(t)	58093 mm <sup>3</sup>	Sye(l)	14478 mm <sup>3</sup>
		Sxe(b)	58093 mm <sup>3</sup>	Sye(r)	14478 mm <sup>3</sup>

Interaction Equations

NAS Eq. C5.2.2-1	(P, Mx, My)	0.000 + 0.823 + 0.000 = 0.823 <= 1.0
NAS Eq. C5.2.2-2	(P, Mx, My)	0.000 + 0.823 + 0.000 = 0.823 <= 1.0
NAS Eq. C3.3.2-1	(Mx, Vy)	Sqrt(0.410 + 0.021) = 0.656 <= 1.0
NAS Eq. C3.3.2-1	(My, Vx)	Sqrt(0.000 + 0.000) = 0.000 <= 1.0



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Job No <b>15084</b>	Sheet No <b>1</b>	Rev
Part		
Ref		
By RZ	Date 16-Jun-15	Chd
Client Community Power Northumberland	File Town Park Recreation Ce	Date/Time 24-Sep-2015 20:53

Job Title Town Park Recreation Centre Storage Building
---

### Job Information

	Engineer	Checked	Approved
Name:	RZ		
Date:	16-Jun-15		

Structure Type | PLANE FRAME

Number of Nodes	31	Highest Node	192
Number of Elements	30	Highest Beam	207

Number of Basic Load Cases	3
Number of Combination Load Cases	2

Included in this printout are data for:

All	The Whole Structure
-----	---------------------

Included in this printout are results for load cases:

Type	LC	Name
Combination	1	COMBINATION LOAD CASE 1



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**15084**

Sheet No  
**2**

Rev

Part

Job Title **Town Park Recreation Centre Storage Building**

Ref

By **RZ**

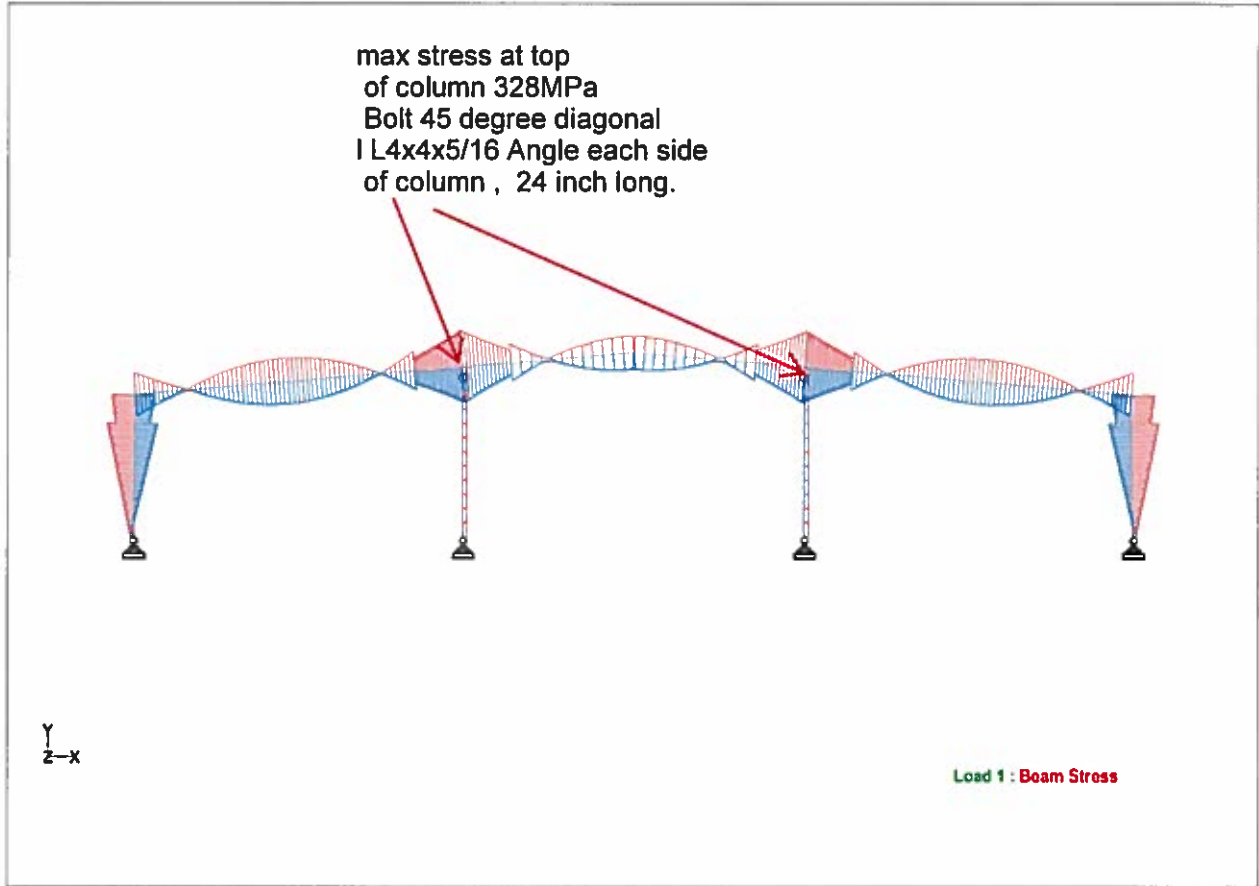
Date **16-Jun-15**

Chd

Client **Community Power Northumberland**

File **Town Park Recreation Ce**

Date/Time **24-Sep-2015 20:53**



Whole Structure Beam Stress 2.9e+008mm:m 1 COMBINATION LOAD CASE 1





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Sheet No

3

Rev

Part

Job Title Town Park Recreation Centre Storage Building

Ref

By RZ

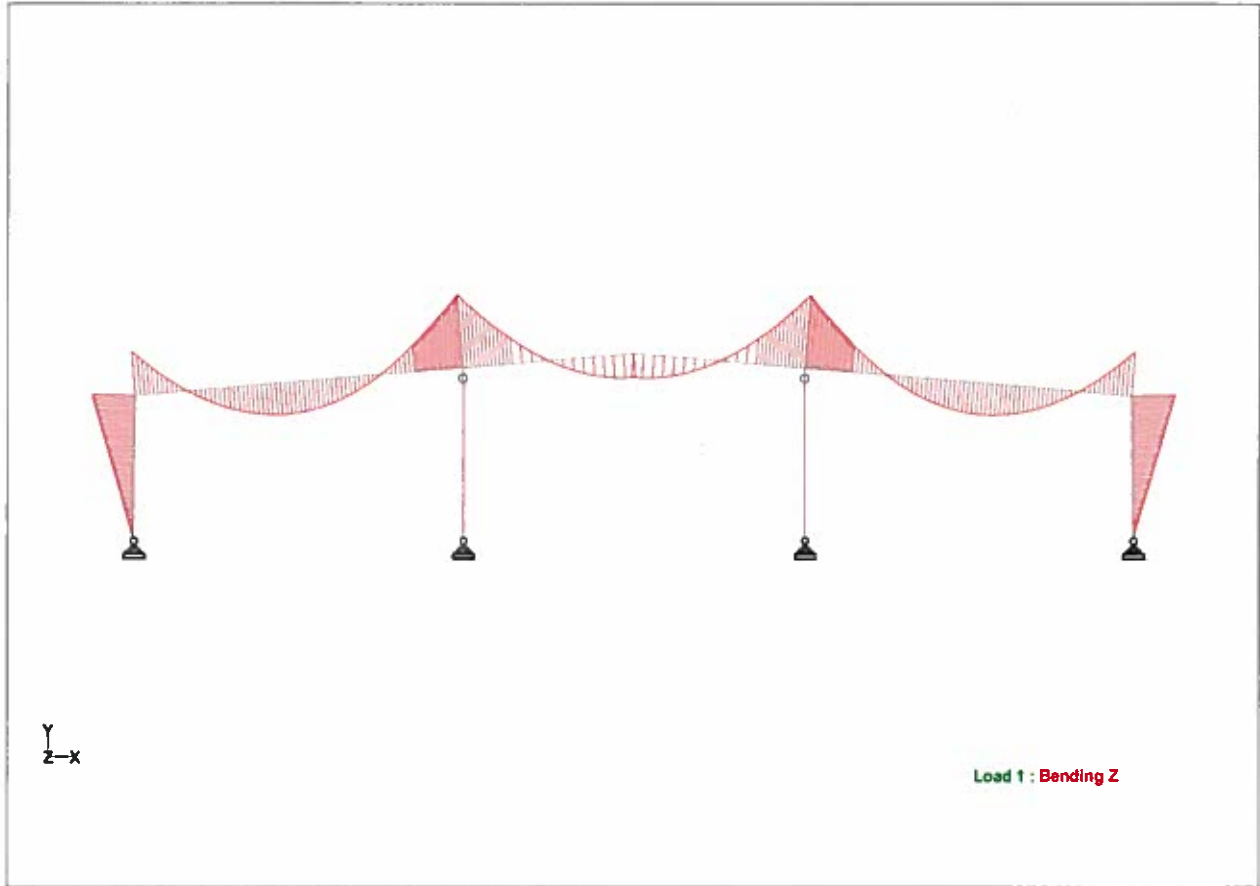
Date 16-Jun-15

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Client Community Power Northumberland

File Town Park Recreation Ce

Date/Time 24-Sep-2015 20:53



Whole Structure Mz 100kNm:1m 1 COMBINATION LOAD CASE 1

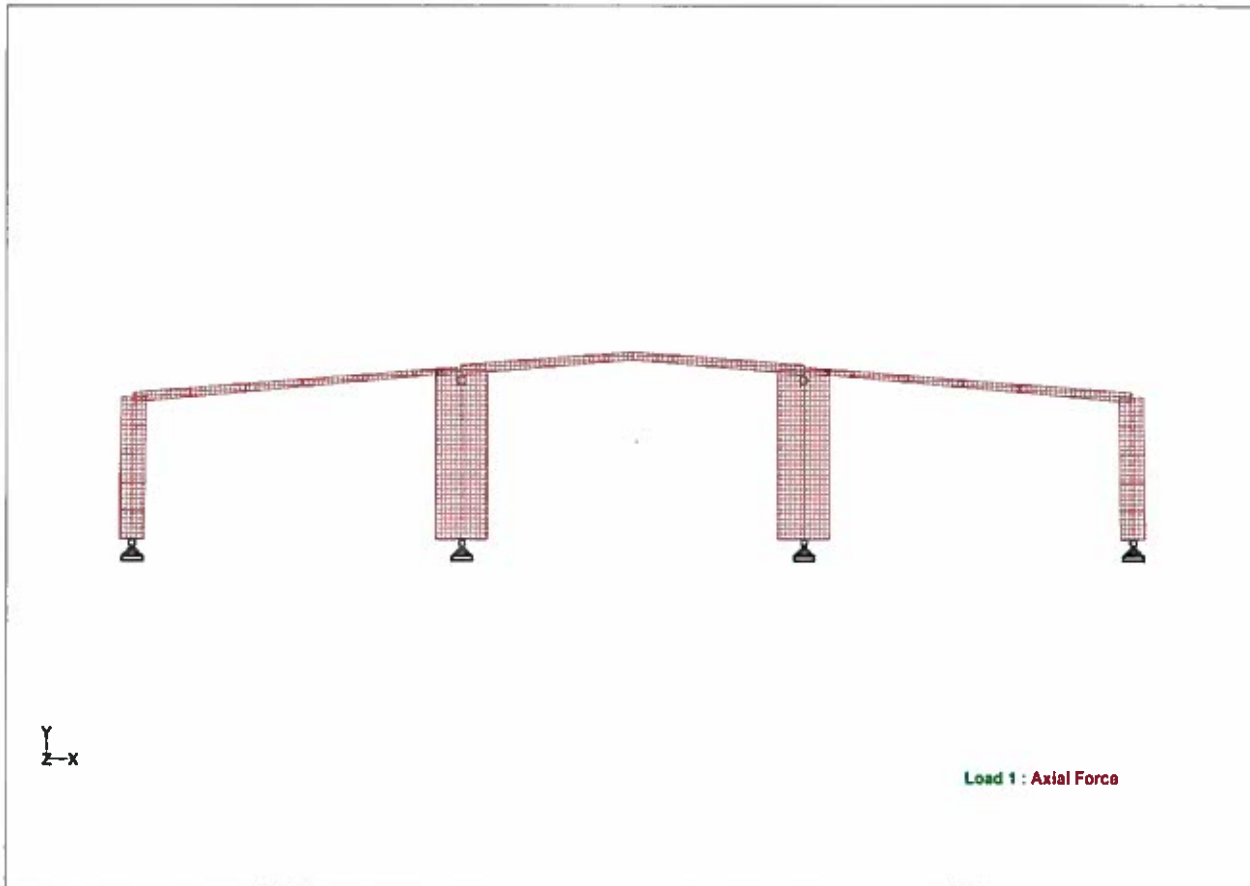


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Ref					
By	RZ	Date	16-Jun-15	Chd	
Client	Community Power Northumberland	File	Town Park Recreation Ce	Date/Time	24-Sep-2015 20:53

Job Title Town Park Recreation Centre Storage Building

Client Community Power Northumberland



Whole Structure Fx 280kN:1m 1 COMBINATION LOAD CASE 1



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Part

Job Title Town Park Recreation Centre Storage Building

Ref

By RZ

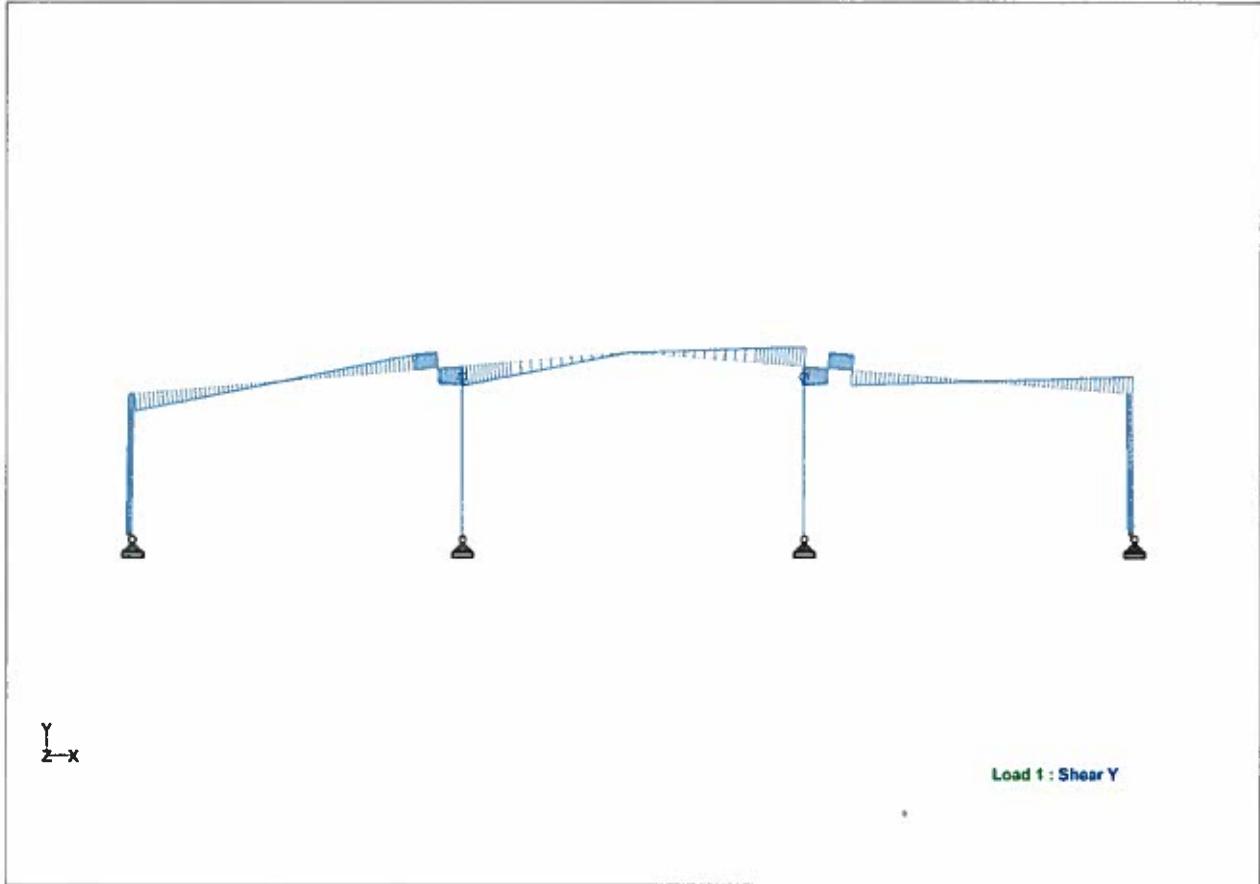
Date 16-Jun-15

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Client Community Power Northumberland

File Town Park Recreation Ce

Date/Time 24-Sep-2015 20:53



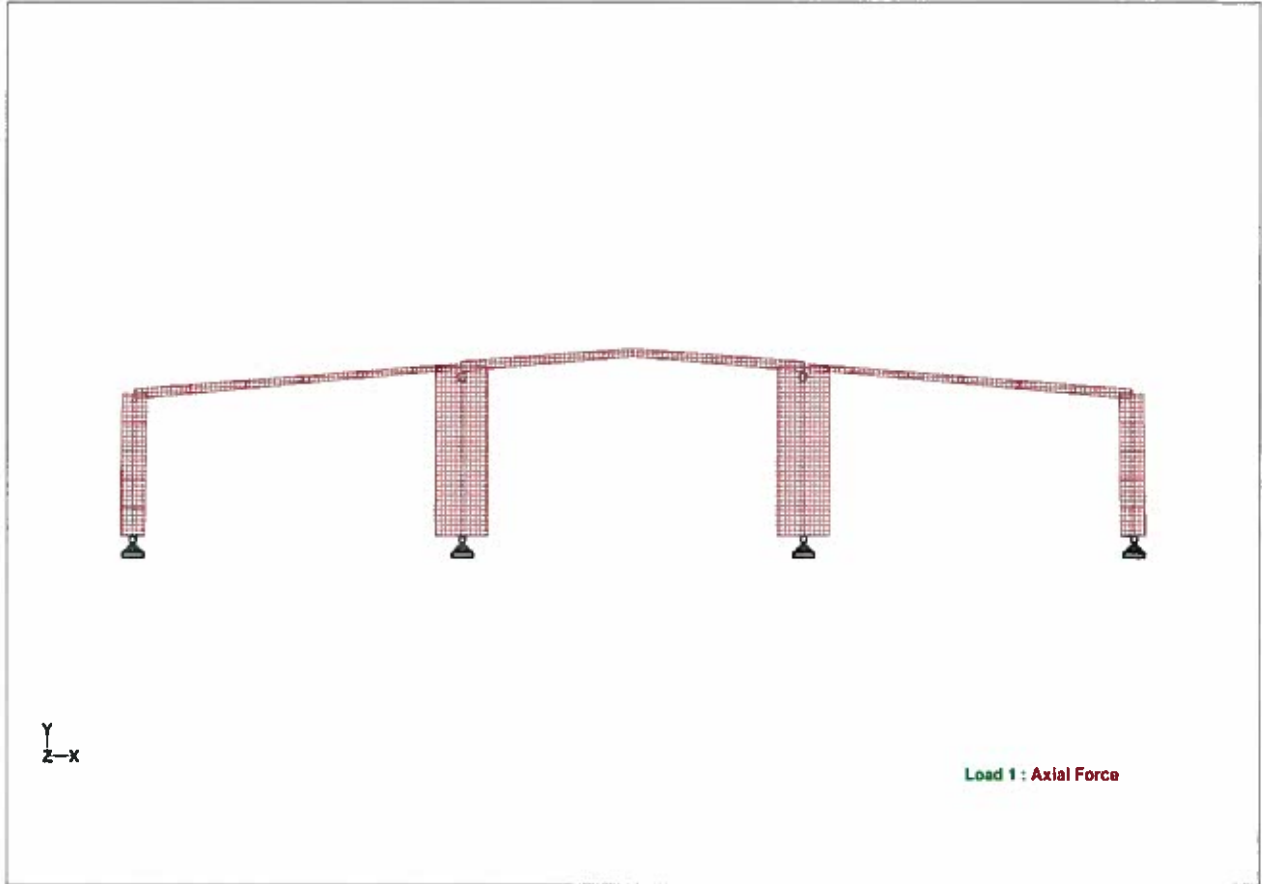
Whole Structure Fy 190kN:1m 1 COMBINATION LOAD CASE 1



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Job No	15084	Sheet No	6	Rev	
Part					
Ref					
By	RZ	Date	16-Jun-15	Chd	
Client	Community Power Northumberland	File	Town Park Recreation Ce	Date/Time	24-Sep-2015 20:53

Job Title Town Park Recreation Centre Storage Building



Whole Structure Fx 280kN:1m 1 COMBINATION LOAD CASE 1



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Part

Job Title Town Park Recreation Centre Storage Building

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By RZ

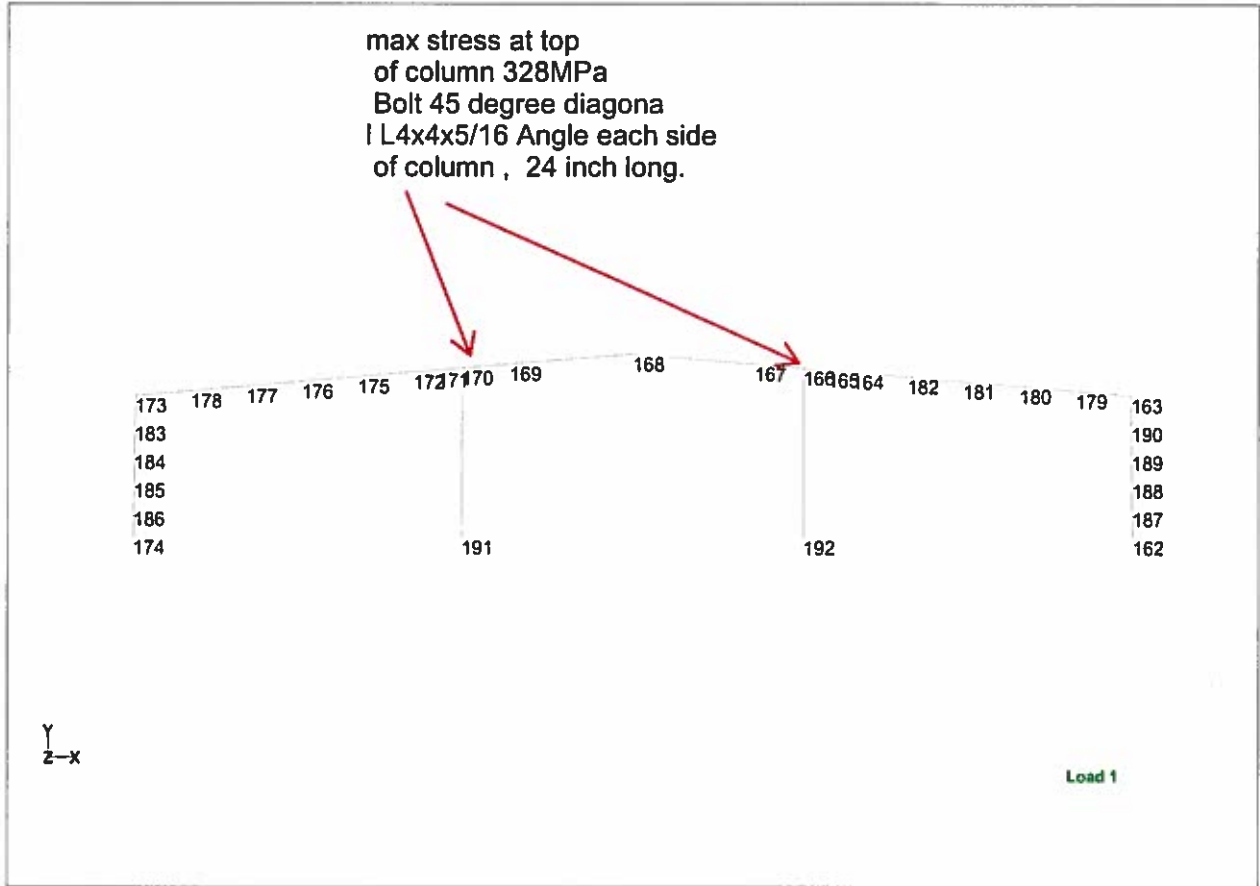
Date 16-Jun-15

Chd

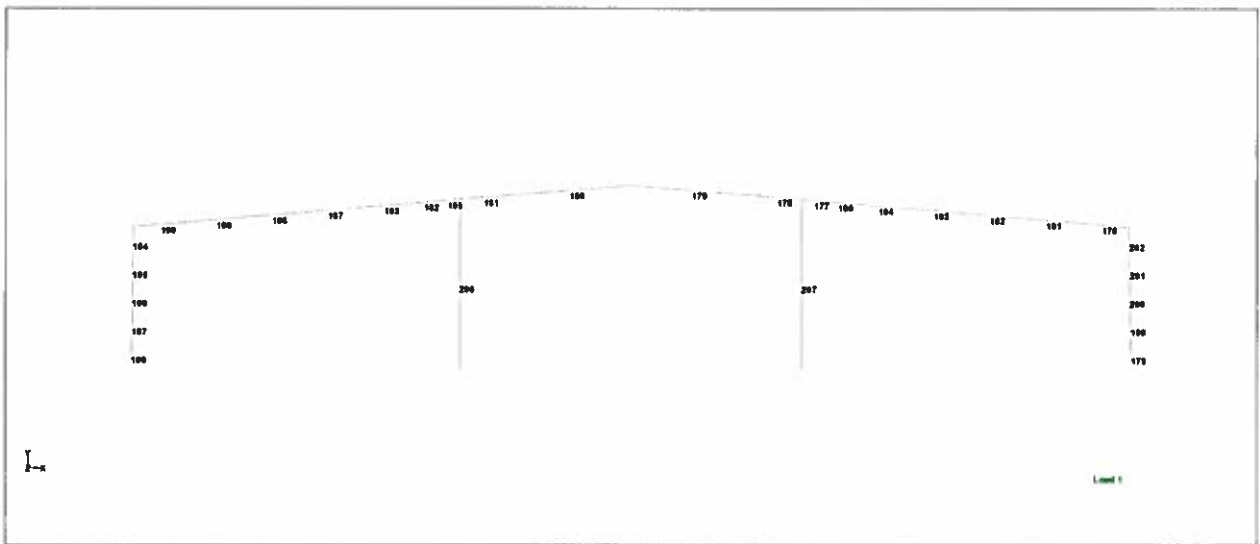
Client Community Power Northumberland

File Town Park Recreation Ce

Date/Time 24-Sep-2015 20:53



Whole Structure Node



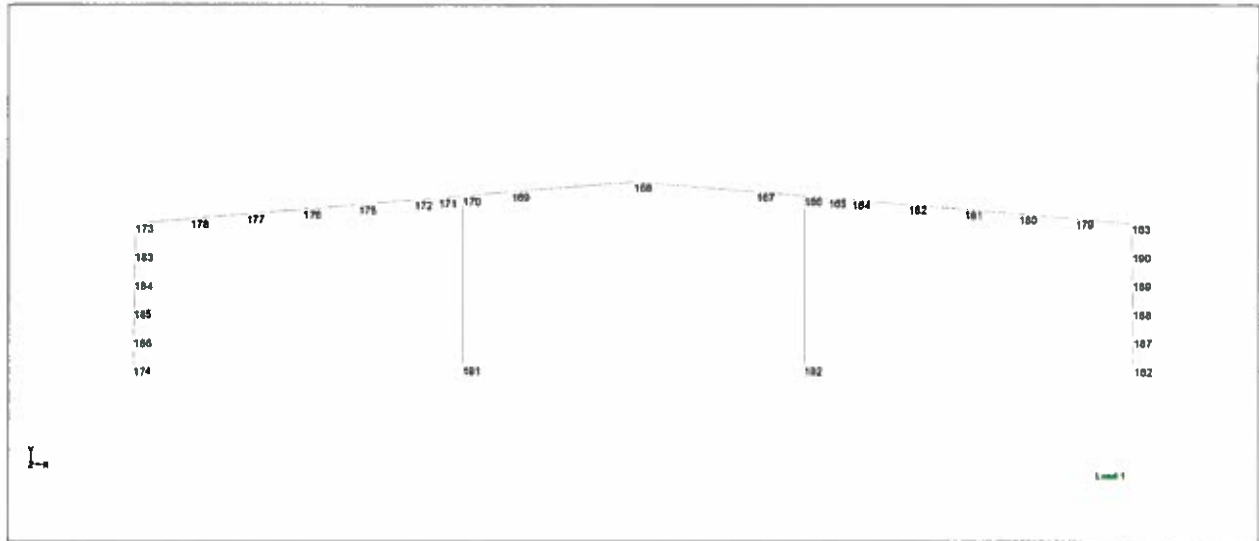
Whole Structure member size



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Job No <b>15084</b>	Sheet No <b>8</b>	Rev
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By RZ	Date 16-Jun-15	Chd
Client Community Power Northumberland	File Town Park Recreation Ce	Date/Time 24-Sep-2015 20:53

Job Title Town Park Recreation Centre Storage Building



Whole Structure Nodes

### Beam Combined Axial and Bending Stresses Summary

Beam	L/C	Length (m)	Max Comp			Max Tens		
			Stress (N/mm <sup>2</sup> )	d (m)	Corner	Stress (N/mm <sup>2</sup> )	d (m)	Corner
175	1:COMBINATIC	0.876	81.288	0.876	3	-31.303	0.876	1
176	1:COMBINATIC	1.740	200.390	0.000	3	-183.993	0.000	1
177	1:COMBINATIC	0.749	325.031	0.749	3	-315.676	0.749	1
178	1:COMBINATIC	1.509	328.767	0.000	3	-311.941	0.000	1
179	1:COMBINATIC	3.810	171.369	0.000	3	-152.714	0.000	1
180	1:COMBINATIC	3.810	173.395	3.810	3	-154.731	3.810	1
181	1:COMBINATIC	1.504	329.845	1.504	3	-313.015	1.504	1
182	1:COMBINATIC	0.752	217.873	0.000	3	-207.985	0.000	1
183	1:COMBINATIC	1.739	175.630	0.000	3	-163.677	0.000	1
184	1:COMBINATIC	0.876	212.088	0.000	3	-170.523	0.000	1
185	1:COMBINATIC	0.752	326.097	0.752	3	-316.763	0.752	1
186	1:COMBINATIC	0.749	217.740	0.000	3	-207.832	0.000	1
187	1:COMBINATIC	1.739	202.608	1.739	1	-187.585	1.739	3
188	1:COMBINATIC	1.739	210.528	0.580	1	-194.998	0.580	3
189	1:COMBINATIC	1.739	181.012	0.000	1	-164.467	0.000	3
190	1:COMBINATIC	1.739	199.503	1.739	3	-183.107	1.739	1
191	1:COMBINATIC	1.740	180.698	1.740	1	-164.163	1.740	3
192	1:COMBINATIC	1.740	209.901	1.160	1	-194.372	1.160	3
193	1:COMBINATIC	1.740	201.797	0.000	1	-186.772	0.000	3
194	1:COMBINATIC	1.740	176.699	1.740	3	-164.695	1.740	1
195	1:COMBINATIC	0.876	249.068	0.000	3	-199.210	0.000	1
196	1:COMBINATIC	0.876	193.032	0.000	3	-143.174	0.000	1
197	1:COMBINATIC	0.876	136.999	0.000	3	-87.140	0.000	1
198	1:COMBINATIC	0.876	80.963	0.000	3	-31.104	0.000	1



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Job No <b>15084</b>	Sheet No <b>9</b>	Rev
Part		
Ref		
By RZ	Date 16-Jun-15	Chd
File Town Park Recreation Ce	Date/Time 24-Sep-2015 20:53	

Job Title Town Park Recreation Centre Storage Building

Client Community Power Northumberland

### Beam Combined Axial and Bending Stresses Summary Cont...

Beam	L/C	Length (m)	Max Comp			Max Tens		
			Stress (N/mm <sup>2</sup> )	d (m)	Corner	Stress (N/mm <sup>2</sup> )	d (m)	Corner
199	1:COMBINATIC	0.876	137.589	0.876	3	-87.604	0.876	1
200	1:COMBINATIC	0.876	193.869	0.876	3	-143.882	0.876	1
201	1:COMBINATIC	0.876	250.169	0.876	3	-200.184	0.876	1
202	1:COMBINATIC	0.876	213.111	0.876	3	-171.272	0.876	1
206	1:COMBINATIC	5.236	34.128	0.000				
207	1:COMBINATIC	5.234	34.023	0.000				

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE

BY-LAW NO. 80/2015

*Being a By-law to authorize execution of a Solar Proposal between Community Power Northumberland Co-operative Inc. and the Corporation of the Municipality of Port Hope for the development of a rooftop solar project on the Town Park Recreation Centre and Fall Fair Centre at 62 McCaul Street.*

WHEREAS the Municipal Act, 2001, Section 9 provides in part that a Municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE ENACTS AS FOLLOWS:

1. THAT the Mayor and Municipal Clerk are hereby authorized to enter into a Solar Proposal on behalf of the Corporation of the Municipality of Port Hope with Community Power Northumberland Co-operative Inc. with the terms and conditions as set out in Appendix "A" attached hereto comprising part of this By-law and directed to execute all necessary or ancillary documentation including but not limited to an Option to Lease and Lease for the development of a rooftop solar project on the Town Park Recreation Center and Fall Fair Centre at 62 McCaul Street.
2. THAT this By-law shall come into force the day it is finally passed.

READ a FIRST, SECOND and THIRD time and finally passed in Open Council this 6<sup>th</sup> day of October, 2015.

---

R.J. Sanderson, Mayor

---

S.C. Bernardi, Municipal Clerk



## Option to Lease and Form of Lease

### OPTION AGREEMENT

THIS AGREEMENT is made as of the 7th day of October, 2015 (the **Effective Date**)

B E T W E E N:

**Community Power Northumberland Co-operative Inc.**  
(the **Co-operative**)

- and -

**The Corporation of the Municipality of Port Hope** (the **Property Owner**)

#### Background

1. The Co-operative is considering whether to site solar photovoltaic for the generation of electricity on the Property.
2. To investigate the feasibility of doing so, and, if feasible, to obtain the necessary regulatory approvals and financing, the Co-operative needs secure rights to situate solar photovoltaic on the Property.
3. The Property Owner desires to lease a portion of the Property to the Cooperative, if the Co-operative determines that it wishes to proceed to erect solar photovoltaic on the Property.

IN CONSIDERATION OF the mutual covenants and obligations below and other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the parties agree as follows:

#### 1. Definitions

**Lease** means the form of lease attached as Schedule A

**Solar Photovoltaic** means the technology used in energy production.

**Property** means the real property described in, and outlined on the sketch attached to this agreement as Schedule B

#### 2. Option To Lease

The Property Owner grants the Co-operative the exclusive option (the **Option**) to lease sites on the Property, obtain rights of access, and install and maintain Connections, all as defined in the Lease, for up to 1,000 Solar photovoltaic panels on the terms and conditions contained in the Lease to be located on the Property at locations within the areas indicated in Schedule B selected by the Co-operative, or such other locations on the Property as may be agreed upon by the parties.

#### 3. Exercise of Option

This Option shall be exercisable at any time on or before the date which is three (3) years from the Effective Date by notice given to the Property Owner by the Cooperative setting out the Commencement Date for the Lease, which shall be no later than 60 days after the date the notice is given. The notice shall be accompanied by four copies of the Lease, as signed by the Co-operative. Upon receipt of the notice, the Property Owner shall forthwith sign and deliver two of the four copies of the Lease to the Co-operative.

#### **4. Authorizations**

The Property Owner shall deliver to the Co-operative, within three business days after being requested by the Co-operative, authorizations addressed to relevant authorities in form as reasonably requested and prepared by the Co-operative as necessary to permit the Co-operative to obtain information from the files of such authorities with respect to, or inspections of, the Property.

#### **5. Access to Property**

During the period ending on Lease Commencement Date, the Co-operative and its agents, consultants and employees shall have reasonable access to the Property from time to time during normal business hours and upon not less than 24 hours prior notice to the Property Owner, at the Co-operative's sole risk and expense, for the purpose of making inspections, which may include environmental and soils testing.

The Co-operative indemnifies the Property Owner against any and all claims arising out of such access by the Co-operative or its agents, consultants or employees and agrees to repair forthwith, at the Co-operative's expense any damage to the Property arising from such access and the Co-operative's inspections of the Property.

#### **6. Co-operative as Property Owner's Agent**

The Property Owner appoints the Co-operative to act as its agent, with respect to the filing of any applications to any authority for consents or approvals which the Co-operative reasonably requires in connection with the development of the Solar Photovoltaic, including an application to amend the provisions of the applicable Official Plan and land use zoning, and to execute all consents on behalf of the Property Owner, provided that the Property Owner shall be indemnified by the Co-operative against liability for any costs or charges of any kind arising out of those applications or consents. The Co-operative shall obtain permission from the Property Owner to make such applications, the permission for which will not be unreasonably withheld.

#### **7. Insurance**

Prior to exercising its rights under paragraph 6, the Co-operative shall provide the Property Owner with evidence of insurance against comprehensive liability, in form and substance as reasonably appropriate, in the circumstances, provided the insurer shall provide 30 days written notice to the Property Owner of cancellation, non-renewal, material change, or restriction of coverage.

#### **8. Warranties**

The Property Owner warrants that it

- is the owner in fee simple of the Property,
- has the legal right and authority to grant the rights set out in this Agreement to the Co-operative and
- has not granted, and will not grant, any rights in the Property to any other person that would interfere with the rights granted in this Agreement to the Co-operative.

These warranties shall survive the termination of this Agreement.

#### **9. Postponement by Mortgagee**

Upon execution, the Property Owner shall deliver to the Co-operative, a postponement executed by each of the Property Owner's mortgagees or other encumbrancers to the rights granted under this Option Agreement, in form satisfactory to the Co-operative's solicitors. Prior to the Commencement Date of the Lease, the Property Owner shall deliver to the Co-operative, a further postponement executed by each of the Property Owner's mortgagees or other encumbrancers to the rights granted under the Lease.

## **10. Termination**

This Agreement shall terminate on the earlier of:

- a) receipt by the Property Owner of notice from the Co-operative of termination of this Agreement, which may be given at any time without further financial obligation to the Property Owner;
- b) one (1) year, unless the Co-operative has received written notice from the Independent Electricity System Operator (IESO) that the Co-operative's application has been approved for a rooftop solar installation on the Property under the IESO's Feed-in Tariff Program,
- c) the date for expiry of the Option, set out in paragraph 3, or
- d) the date the Lease is signed by the parties.

## **11. Planning Act**

This Agreement and the transaction contemplated herein are subject to and conditional upon compliance with the subdivision control provisions of the *Planning Act* of Ontario. The Co-operative shall obtain any necessary consent at its expense.

## **12. Confidentiality**

Both the Property Owner and the Co-operative, for themselves, and their directors, officers, consultants and other advisers, representatives and agents, agree that they shall not, except as required by law, disclose to anyone or use for any purpose any information reflected in this Agreement concerning the Property Owner and the Co-operative and its business, whether such information was disclosed by the Property Owner and the Co-operative or obtained by the Property Owner and the Co-operative or its representatives through their own investigations and inquiries.

## **13. Registration**

A Notice of this Option agreement approved in form and content by the Property Owner may be registered on title to the Lands by the Co-operative. The cost of preparation and registration of the Notice shall be borne by the Co-operative. The Co-operative will remove this Notice from title to the Lands when this Option agreement is terminated.

## **14. Complete Agreement**

This Agreement and the Lease constitute the complete agreement between the parties. There are no covenants in any way relating to the subject matter of this Agreement and the Lease except as expressly set forth in this Agreement and the Lease.

## **15. Notices**

Any notice to be given under this Agreement shall be delivered personally, sent by prepaid registered mail or by fax.

In the case of notice to the Co-operative, to:  
Address: 154 Stuart St., Cobourg, Ontario K9A 2Y2  
Attention: Richard Tyssen  
Tel: 905-377-1713  
Fax: n/a

In the case of the Property Owner, to:  
Address: 56 Queen Street  
Port Hope, ON L1A 3Z9  
Attention: Sue Bernardi, Municipal Clerk  
905.885.4544  
Fax: 905.885.7698

or at such other address set out in a notice delivered to the other party.

Any notice delivered personally or by fax shall be deemed to have been given and received on the day it is so delivered. Any notice mailed shall be deemed to have been given and received on the fifth day next following the date of its mailing, unless a labour dispute generally delays the delivery of mail.

#### **16. Successors and Assigns**

This Agreement shall be binding upon and enure to the benefit of the parties and their respective heirs, executors, administrators and other legal representatives. This Option Agreement is not assignable by the Co-operative.

#### **17. Severability of Illegal Provision**

If any immaterial provision of this Agreement is or becomes illegal or unenforceable, it shall, during such period that it is illegal or unenforceable, be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though the said provision had never been included herein.

#### **18. Governing Law**

This Agreement shall be governed by the laws applicable in the Province of Ontario and be treated as an Ontario contract.

#### **22. No Partnership or Joint Venture**

Nothing contained in this Agreement shall be deemed to create any partnership or joint venture between the Contracting Parties.

#### **23. Captions**

The captions and headings for Articles and paragraphs of this Agreement are for convenience only and are not to be considered a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

#### **24. Time of Essence**

Time shall be of the essence of this Agreement.

#### **25. Non-Waiver**

No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a continuing waiver unless otherwise specifically provided in writing.

#### **26. Further Assurances**

Each Contracting Party agrees to make such further assurances as may be reasonably required from time to time by any other Contracting Party to more fully implement the true intent of this Agreement.

[Signature pages to follow]  
IN WITNESS the parties have signed below.

**Community Power Northumberland Co-operative Inc.**

Per: \_\_\_\_\_  
Name: Anthony Walker  
Title: President

Per: \_\_\_\_\_  
Name: Richard Tyssen  
Title: Secretary

We have the authority to bind the corporation

**The Corporation of the Municipality of Port Hope**

Per: \_\_\_\_\_  
Name: Robert Sanderson  
Title: Mayor

Per: \_\_\_\_\_  
Name: Sue Bernardi  
Title: Municipal Clerk

We have the authority to bind the corporation

**Schedule A (to Option to Lease)  
FORM OF LEASE**

**ROOF SOLAR PHOTOVOLTAIC LEASE AGREEMENT**

**THIS LEASE** made as of the XX<sup>th</sup> day of XXXX, 201X (the “Effective Date”)

**B E T W E E N:**

**THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE**  
(the “**Landlord**”)

-and-

**COMMUNITY POWER NORTHUMBERLAND CO-OPERATIVE INC.**  
(the “**Tenant**”)

**WHEREAS** the Landlord is the owner of the lands municipally known as Town Park Recreation Centre, 62 McCaul Street, Port Hope, Ontario L1A 1A2 and legally described on Schedule “A” attached hereto (the “**Lands**”) and all buildings, improvements and other structures located on such Lands (collectively, the Lands and all buildings, improvements and other structures located on such Lands, the “**Property**”) including without limitation the buildings (the “**Building**”) shown on the Roof Lease Plan attached as Schedule “B” attached hereto (the “**Site Plan**”) and the electrical enclosure and proposed location of new inverters shown on the Site Plan (the “**Utility Location Premises**”).

**AND WHEREAS** the Tenant has obtained from the Independent Electricity System Operator a feed-in tariff contract for solar power generation from a rooftop solar project identified as contract number XXXXXXXXXXXXX (such contract, as same may be amended, supplemented, amended and restated from time to time, the “**FIT Contract**”) at the Property.

**NOW THEREFORE** in consideration of the mutual rights and obligations herein expressed and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

**1. GRANT**

- (a) The Landlord hereby demises and leases to the Tenant and the Tenant hereby leases from the Landlord
- (1) approximately 22,000 square feet of space on the roof of the Building in the location shown cross-hatched on the Site Plan (the “**Roof Premises**”); and
  - (2) if necessary, approximately 500 square feet of space in the Utility Location in the locations shown on the Site Plan (the “**Utility Location Premises**” and, collectively, the Utility Location Premises and the Roof Premises are the “**Premises**”).

**2. EASEMENTS AND RIGHTS OF WAY**

- (a) The Tenant, its employees, agents, representatives, contractors, subcontractors, invitees and utility providers shall have the right to use all existing rights of way and easements benefiting the Property provided that they shall not do or suffer to be done any damage to, or interference with, the rights and interests of the holders of such rights of way and easements, and Tenant agrees to be responsible for the reasonable repair of such damage.

- (b) The Landlord covenants and agrees to provide to the Tenant, its employees, agents, representatives, contractors, subcontractors, invitees and utility providers, at no additional cost, all easements and rights of way required by the Tenant to carry out or accomplish the uses set out in Section 3 (the “**Permitted Uses**”) or install and maintain the Tenant’s Equipment including, without limitation, any easement or right of way required for purposes of: (i) access to the Premises; (ii) installing, burying and maintaining transmission lines, utility lines, and electrical collection and distribution lines in, over, upon, under, across, to and from the Roof Premises to the Utility Location Premises and from the Utility Location Premises to the electricity grid; and (iii) where required by any utility company (or other relevant company or authority) in order to permit the installation and use of electricity lines connecting the Tenant’s Equipment to the electricity grid. That portion of the Property on which the easements and rights of way will be located is hereinafter referred to as the “**Easement Lands**”).

### 3. **PERMITTED USES**

- (a) The Tenant shall be permitted to use the Premises for purposes of installing, maintaining, operating, repairing and replacing, at Tenant’s sole cost and expense, certain solar panel(s), electrical cables, transformers, inverters, disconnects, cabinets, production and other meters, brackets and support structures, ballasts and other electrical equipment, that are reasonably required for the project authorized under the FIT Contract, as more particularly described in Schedule “C” (collectively, the “**Solar Generation Equipment**”).
- (b) The Tenant shall be permitted to use the Easement Lands for purposes of installing, maintaining, operating, repairing and replacing, at the Tenant’s sole cost and expense, cables, conduits, inner ducts, electrical cables, meters, transformers and connecting hardware, that are reasonably required for the project authorized under the FIT Contract, as more particularly described in Schedule “C” (the “**Connecting Equipment**”) (collectively, the Solar Generation Equipment and the Connecting Equipment are referred to as the “**Tenant’s Equipment**” or the “**System**”) for purposes of connecting the Solar Generation Equipment to an electrical grid or power lines owned and operated by a local utility.
- (c) The Tenant shall use the Tenant’s Equipment for the purpose of providing solar electricity generation under the FIT Contract for connection into an adjacent electrical grid or power lines owned and operated by a local utility and for any purposes ancillary or related thereto. In this Lease, the term “**Solar Power Generation Services**” shall mean the Tenant’s production, transmission, reception, processing, distribution or switching of electricity through wires, cable, panels on or within the Premises and the Easement Lands.
- (d) The Tenant shall be permitted to cut trees on the Property as necessary for the Permitted Uses and the provisions of Section 19 of this Lease, subject to section 13(c), provided that all commercial timber remains the property of the Landlord.
- (e) The Landlord shall permit vehicle parking on the Property at a location reasonably acceptable to the Tenant for use by the Tenant for the purposes of installing, maintaining, and servicing the Tenant’s Equipment at no additional cost.

### 4. **OWNERSHIP OF TENANT’S EQUIPMENT**

The Landlord shall have no interest in or ownership of the Tenant’s Equipment which shall at all times remain the property of Tenant and which, subject to Section 32 (Landlord’s right to purchase the Tenant’s Equipment), may be removed from the Premises and/or the Easement Lands at any time, provided the Tenant repair any damage to the Premises and/or the Easement Lands caused by the removal of the Tenant’s Equipment to the satisfaction of the Landlord, acting reasonably, and provided written notice is given to the Landlord thirty (30) days in advance of such removal.

Upon termination of this Lease for any reason, the Tenant shall upon thirty (30) days prior written notice to the Landlord remove the Tenant’s Equipment and repair any damage caused by such removal at the Tenant’s sole expense to the satisfaction of the Landlord, acting reasonably, subject to the Landlord’s right to purchase the Tenant’s Equipment. At the option of the Landlord, fee title to all of the Tenant’s Equipment and improvements not removed by Tenant within twelve months after termination of this Lease shall pass to and vest in Landlord.

**5. TERM**

The term of this Lease (the “**Initial Term**”) shall commence on the Commercial Operation Date (“**COD**”) of the solar project developed pursuant to the FIT Contract as defined in the FIT Contract (the “**Commencement Date**”), and shall end on the date which is twenty years and six months following the Commencement Date. The Tenant shall notify the Landlord in writing of the Commencement Date and the date of the end of the Initial Term.

If the Commencement Date has not occurred by **December 31<sup>st</sup>, 2018**, the Landlord shall have the option of terminating the Lease upon written notice to the Tenant.

**6. EXTENSION TERM**

Provided that the Tenant is not then in default beyond applicable cure periods, the Tenant and Landlord may agree to extend the Initial Term for two further periods, each of five (5) years, to follow immediately upon the expiration of the Initial Term or respective renewal period at an agreed upon rental rate provided that the Tenant gives the Landlord notice in writing of its desire to extend the term (the “**Extension Notice**”) no later than twelve (12) months prior to the expiration of the Initial Term, or the respective renewal period, failing which this option to extend will become null and void. It is expected that all other terms and conditions for the extension periods shall be substantially the same as for the Initial Term, subject to agreement between Landlord and Tenant at the time. For purposes of this Lease, all references to the “**Term**” shall mean, collectively, the Initial Term, and if exercised by the Tenant, the extension terms described in this Section.

**7. BASIC RENT**

- (a) The Landlord will receive a yearly lease payment of \$6,000 (six thousand dollars) plus applicable tax, paid quarterly, in advance, starting on the Commencement Date.

**8. REALTY TAXES AND UTILITIES**

- (a) Tenant agrees to pay any increase in the Landlord's realty taxes assessed on the Property directly resulting from the Tenant's Solar Power Generation Services during the Term of this Lease. In the event such taxes are levied or assessed in the name of the Landlord, as part of the said real property taxes assessed on the Property, Tenant agrees to reimburse the Landlord for Tenant's share thereof, or to promptly pay same directly to the taxing authority at the Landlord's direction following written notice from the Landlord to the Tenant setting forth Tenant's said share.
- (b) Tenant agrees to pay for all utility services used by Tenant by reason of the Tenant's Solar Power Generation Services during the Term of this Lease. In the event such services are invoiced in the name of the Landlord, as part of the services for the Property, Tenant agrees to reimburse the Landlord for Tenant's share thereof, or to promptly pay same directly to the utility provider at the Landlord's direction following written notice from the Landlord to Tenant setting forth Tenant's said share.
- (c) At the request of Tenant, the Landlord shall furnish Tenant with appropriate and detailed invoices or receipts for all realty taxes, utilities and other payments made to the Landlord pursuant to this Lease.

**9. INTEREST ON LATE PAYMENTS AND TAXES**

- (a) When Basic Rent or other moneys payable hereunder by Tenant to the Landlord are in arrears, they shall bear interest at Prime plus three percent (3 %). For purposes of this Lease, “**Prime**” means the fluctuating annual rate of interest announced or established from time to time by the Toronto-Dominion Bank or its successor as the base it will use to determine interest rates it will charge on that day (or the immediately following business day) for Canadian dollar commercial loans to its customers in Canada and which it refers to as its “**prime rate**”.
- (b) Tenant shall pay all applicable taxes, including Goods and Services Tax and Harmonized Sales Tax, payable on all Basic Rent and all other amounts to be paid by Tenant under this Lease. Tenant shall have the right to deduct from any Basic Rent or other amounts payable hereunder the amounts from time to time required by applicable law to be withheld and remitted to the applicable governmental authority, and any amounts so deducted shall be deemed to have been paid to the Landlord as rent.
- (c) For purposes of this Lease, “**Business Day**” means any day other than a Saturday, Sunday or statutory or civic holiday in the Province of Ontario.



## 10. CONSTRUCTION

- (a) The Tenant agrees that any installation, construction, maintenance, repair or replacement it performs shall be carried out:
- (1) in a good and workmanlike manner;
  - (2) in accordance with the terms of all permits and approvals and otherwise in compliance with the requirements of all applicable laws and building codes;
  - (3) in accordance with good engineering practice;
  - (4) with the degree of skill, diligence, foresight, and prudence which would reasonably be expected from a skilled and experienced contractor engaged in carrying out similar works in similar circumstances; and
  - (5) In accordance with all other covenants, conditions and agreements of this Lease.
- (b) To the extent feasible, the Tenant shall label all of the Tenant's Equipment to indicate the owner of the equipment and a telephone number for contacting the Tenant.
- (c) The Tenant shall be responsible for obtaining any building permits or other governmental approvals required for its work, and the Landlord covenants and agrees to co-operate with and support the Tenant in the aforesaid permits and approvals and to execute all consents and other documents that the Tenant reasonably requires for such purposes.
- (d) The type and number of Tenant's Equipment to be placed on the Premises and the Easement Lands and all decisions relating to the construction of the Tenant's Equipment shall be in the sole discretion of Tenant, subject to (e) and (f) below.
- (e) Locations. The Tenant's Equipment shall be installed only in the locations on the Property and by methods that have been approved in advance by Landlord and its consultant, such approval not to be unreasonably withheld or unduly delayed.
- (f) Landlord's Approval. The installation of all components of the Tenant's Equipment (including without limitation any repair or reinstallation of the same) shall be approved in advance by Landlord and Landlord's consultant who shall be present at such installation, repair or reinstallation. Tenant shall meet with Landlord and the Landlord's consultant prior to installation of the Tenant's Equipment to ensure that the installation will in no way void or lessen Landlord's roof warranty. Prior to installation of the Tenant's Equipment, Tenant shall prepare a document, to be approved by Landlord and the Landlord's consultant that will be executed by Landlord's consultant at installation certifying to Landlord that the roof warranty for the Building has not been voided or lessened in any way due to the installation of the Tenant's Equipment. Tenant shall be responsible for any and all costs associated with the consultant's certification.
- (g) The Tenant shall provide to the Landlord written documentation which describes the installation of all components of the Tenant's Equipment (including without limitation any reinstallation of the same)

## 11. TENANT'S COVENANTS

- (1) The Tenant shall, at its sole cost and expense:
- (i) maintain the Tenant's Equipment in proper operating and safe condition.
  - (ii) pay as and when they become due, all taxes, rates, charges, license fees, duties and assessments whatsoever, whether municipal, parliamentary or otherwise, now or hereafter charged upon, levied or imposed in respect of any personal property, fixtures, improvements, business or income of the Tenant or any activity carried on by the Tenant on, upon or in connection with the Premises.
  - (iii) observe in all material respects the provisions and requirements of all statutes, orders-in-council, bylaws, rules and regulations, municipal or parliamentary, to which the Premises and the Easement Lands are subject. The Tenant shall have the right to apply for an exemption or contest their validity or applicability to the Premises and/or the Easement Lands.
  - (iv) comply with and be solely responsible for compliance with any environmental, health and safety laws and regulations pertaining to the Tenant's Equipment and the Permitted Uses.

- (2) Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any hazardous materials on or from the Property in any manner prohibited by law and Tenant and Tenant's Equipment and the Solar Power Generation Services shall at all times be in material compliance with all environmental laws. Tenant shall indemnify and hold Landlord, its affiliates and all of their respective officers, directors, members, shareholders, partners, owners, employees and agents of any kind (the **Indemnitees**) harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the release of any hazardous materials on the Property if caused by Tenant or persons acting under Tenant.
- (3) Tenant shall be responsible for the costs of any changes, upgrades, repairs or replacements to the Property and Building made necessary by virtue of the Tenant's Equipment or damage to the Property or Building resulting from the acts or omissions of Tenant or those for whom it is responsible, and Tenant shall pay the cost thereof to Landlord upon demand.
- (4) The Tenant shall provide to the Landlord a decommissioning estimate for the Landlord's approval, acting reasonably. The Tenant shall hold funds in reserve for the purpose of decommissioning the Tenant's Equipment and repairing any damage to the Premises. The Tenant shall provide evidence of such reserve fund prior to installing the Tenant's Equipment.
- (5) The Tenant's Solar Generation Equipment shall not interfere with the operation of the Landlord's wireless equipment, radio equipment, or receiving broadcast signals at the Lands.

## **12. LANDLORD'S REPRESENTATION AND WARRANTIES**

The Landlord represents and warrants to the Tenant that:

- (a) the Landlord is the registered and sole beneficial owner of the Property and has good and marketable title to the Property;
- (b) the Landlord is fully empowered to grant this Lease and has the unrestricted right and authority and has taken all necessary action to authorize and execute this Lease and to grant to the Tenant the rights hereunder. The person signing this Lease on behalf of the Landlord is authorized to do so. When signed by the Landlord, this Lease constitutes a valid and binding agreement enforceable against the Landlord in accordance with its covenants, conditions and agreements;
- (c) there are no currently existing purchase or lease options, rights of refusal or sales contracts in favour of any third parties relating to any part of the Property or any interest therein, other than as disclosed to the Tenant or registered on title, that would affect or interfere with the Solar Power Generation Services or the Tenant's Equipment, the Permitted Uses or any other rights granted to the Tenant pursuant to this Lease; and
- (d) there are no leases, licenses, covenants, restrictions, conditions, easements, rights of way, tenancies, rights of occupation or other rights affecting the Property or the Landlord's title to the Property, other than as disclosed to the Tenant or registered on title, that could directly or indirectly interfere with the Solar Power Generation Services or the Tenant's Equipment, the Permitted Uses or any other rights granted to the Tenant pursuant to this Lease.

### 13. LANDLORD'S COVENANTS

(a) Improvements.

Landlord will take reasonable care to ensure that Tenant's improvements and System are not damaged or harmed in any way, including such installations as may exist on, in, under or over the easement areas herein, and shall promptly notify the Tenant in the case of any damage, and repair the same to the satisfaction of the Tenant. Fee title to all improvements constructed by Tenant on the Premises created under this Lease, and all additions, alterations and improvements thereto made by Tenant, even though a part of the real property, shall be and remain in Tenant during the term of this Lease.

(b) Interference

Unless specified in this Lease, during the Term, Landlord shall not knowingly, directly or indirectly, cause or allow any of the following:

1. holes to be drilled in, or penetrations of, the System;
2. placement of any equipment, structure, or improvements on or over the System;
3. placement of any equipment, structure or improvements in any location that materially and adversely interferes with the System 's exposure to sunlight;
4. interference in any material and adverse way with the System 's ability to generate solar power;
5. the System to become subject to any lien, mortgage, deed of trust, security agreement, construction lien or other such encumbrance; or
6. the Building's roof to be maintained, altered, modified, repaired, replaced or compromised in such a way that it can no longer support the System.

(c) Obstruction

Any obstruction by Landlord to the free flow of sunlight is prohibited throughout the entire area of the Property. Trees, structures and improvements located on the Property as of the date of this Lease shall be allowed to remain, except for those existing trees along the property line behind the Fall Fair Building, and Tenant shall not require the removal of the same. The Landlord shall allow the Tenant to remove the existing trees along the property line behind the Fall Fair Building as of the date of this Lease. After the date of this Lease, Landlord shall not place or plant any trees, structures or improvements on the Property that are taller than the Building which may, in Tenant's reasonable judgment, impede or interfere with the receipt of sunlight at the System unless Landlord has received prior written approval from Tenant for any such trees, structures or improvement, which approval shall not be unreasonably withheld or delayed

(d) System Damage or Destruction

In the event the System is damaged or destroyed at any time during the Term caused by Landlord's breach under this Lease, Tenant shall have the right to repair, replace or reinstall the System or any portion thereof within the Premises at times approved by Landlord, which approval shall not be unreasonably withheld or delayed, and in a manner which complies with the terms of this Lease, and Landlord shall reimburse Tenant for all such costs to repair, replace or reinstall the System.

(e) Landlord Liability

If the System is damaged or destroyed as a result of the negligence or wilful misconduct of Landlord, its agents, employees, contractors or authorized representatives and invitees, Landlord shall be liable for the full cost of any repair, replacement, or reinstallation necessitated thereby.

(f) Loss of FIT contract or FIT contract revenue

Landlord acknowledges that any material breach of this Lease by the Landlord which directly results in the loss of the FIT contract or a reduction in FIT contract revenue shall leave the Landlord responsible to the Tenant for the Tenant's direct damages, to the extent caused by the Landlord's breach and subject to mitigation by the Tenant, and the

Landlord agrees to indemnify and hold the Tenant harmless from any such direct damages.

(g) Maintenance Standard

Throughout the Term Landlord shall maintain and repair, at its sole cost and expense (and at no cost to Tenant), the Building, Property and Building's roof to the standard of a comparable storage building as would a reasonable and prudent owner of a similar building, having regard to the size, age and location of the Building, save and except for any maintenance and repairs required thereto by reason of the acts of Tenant or those for whom it is responsible.

**14. ACCESS**

The Landlord agrees that the Tenant, any of its agents, representatives, employees, contractors, subcontractors, or invitees shall have access to the Premises and the Easement Lands with advance notice, by the Tenant to the Landlord for the purposes of installing, maintaining, operating, monitoring, inspecting and repairing the Tenant's Equipment, provided that access to the interior of the Building is limited to normal opening hours of the Building except in the case of emergency. In the event of the emergency, the Tenant is to contact the person designated by the Landlord for access. The Tenant will avoid scheduling access to the Premises and the Easement Lands during events and activities scheduled by the Landlord where access by the Tenant would interfere with these events and activities.

**15. INSURANCE**

- (a) The Tenant shall maintain in force, at its expense, during the Term, a policy of commercial general liability insurance issued by a company licensed to do business in Canada, insuring the Tenant and, as additional insured parties, the Landlord and any additional parties the Landlord may designate from time to time by notice in writing to the Tenant. The said insurance shall have a minimum single limit of \$5,000,000 for injury or death or property damage. The Tenant shall also maintain all risk property insurance on the Tenant's Equipment in amounts sufficient to cover loss of same. The insurance policies shall provide for 30 day prior written notice to the Landlord in the event of adverse change or cancellation of the policy. The above insurance provided by the Tenant shall be to the satisfaction of the Landlord, acting reasonably. The Landlord may at any time request a copy of the certificate of insurance from the Tenant.
- (b) The Tenant shall provide proof of insurance for those policies required by this Lease by delivering a certificate of insurance written on the insurers standard form prior to bringing any of the Tenant's Equipment onto the Property or doing any preparatory work in the Premises or on the Easement Lands.
- (c) The Landlord shall maintain during the Term insurance of a nature and size which is consistent with insurance procured and maintained by other landlords of property similar to the Property in the general vicinity of the Property.
- (d) Construction Insurance. During construction of the system, the Tenant will ensure that its contractor carries general liability insurance, with limits of not less than \$5,000,000.00 per occurrence and builder's risk insurance.

**16. INDEMNIFICATIONS**

- (a) The Tenant shall indemnify, save harmless and defend the Landlord from all losses, liabilities, damages, claims, demands and actions of any kind or nature which the Landlord shall or may become liable for or suffer by reason of the Tenant's Solar Power Generation Services expressly excluding all losses, liabilities, damages, claims, demands and actions resulting from the negligence or wilful misconduct of the Landlord or those persons for whom the Landlord is at law liable. This indemnification shall survive the termination of this Lease.
- (b) The Landlord shall indemnify, save harmless and defend the Tenant from all losses, liabilities, damages, claims, demands and actions of any kind or nature which the Tenant shall or may become liable for or suffer by reason of the negligence or wilful misconduct of the Landlord, any of its agents, representatives, employees, contractors, subcontractors, invitees or those persons for whom the Landlord is at law liable. This indemnification shall survive the termination of this Lease.

- (c) Notwithstanding anything to the contrary contained in this Lease, neither party will be liable under this Lease, or under any cause of action relating to the subject matter of this Lease, for any special, indirect, incidental, punitive, exemplary or consequential damages, including loss of profits, loss of use of property or claims of customers or contractors of the parties for any such damages.

**17. LIENS**

Subject to Section 25, the Tenant shall not permit any lien or other encumbrance to be registered against the Property. If a lien or other encumbrance is so registered, the Tenant shall take whatever actions are necessary to have the lien or encumbrance removed, including but not limited to the payment of any money claimed, and shall otherwise indemnify the Landlord against any claims, liabilities or costs resulting from such lien or interest.

**18. BUILDING REPAIRS, REPLACEMENT BY LANDLORD**

- (a) Subject to the Tenant's obligations in Section 2(a), 4, 11, and 32(b) of this Lease, the Landlord, at its sole cost and expense shall maintain the Property in a good and proper state of repair and shall be responsible for all maintenance, repairs and replacements required to the Property (other than any maintenance, repair and replacement to the Tenant's Equipment).

- (b) As there is no Landlord's Work this subsection is intentionally deleted.

**19. TENANT'S RIGHT TO SUNLIGHT AND EXCLUSIVITY**

- (a) The Landlord hereby covenants and agrees that it shall not construct or erect nor permit to be constructed or erected any additional buildings or improvements or other structures, building systems, antennas or signage, nor shall it expand or alter or permit to be expanded or altered the Building, building systems, antennas or signage or any other structures whatsoever, that may impede, or adversely impact the Tenant's Solar Power Generation Services, the Tenant's operation of Tenant's Equipment, or cause a decrease in the output or efficiency of the Tenant's Equipment or adversely impact its ability to generate electricity and revenue including, without limitation blocking of sunlight to any solar panels.

- (b) The Landlord hereby covenants and agrees not to grant any leases, licenses, covenants, restrictions, conditions, easements, rights of way, tenancies, rights of occupation or other rights or otherwise suffer or permit any person during the Term to use any portion of the Property for any of the Permitted Uses or for any purposes that could directly or indirectly interfere with or adversely impact the Tenant's Solar Power Generation Services, Tenant's Equipment or cause a decrease in the output or efficiency of the Tenant's Equipment or otherwise interfere with the Permitted Uses.

**20. ASSIGNMENT AND SUBLEASING**

- (a) The Tenant shall have the right, without the Landlord's consent, to assign this Lease or sublet all or part of the Premises, upon notice to the Landlord, to:

- (1) a lender providing financing to the Tenant for Tenant's Equipment and the Solar Power Generation Services

provided that the Tenant shall not, without the Landlord's prior written consent, which consent shall not be unreasonably withheld, assign this Lease or sublet all or part of the Premises to another other person.

- (b) If this Lease is assigned by the Tenant, the assignee shall be required to enter into a separate agreement directly with the Landlord whereby it agrees to comply with the terms and conditions of this Lease on the part of the Landlord. No assignment or subletting shall release the Tenant from its obligations herein contained.

- (c) The Landlord shall have the right, without the consent of the Tenant (but on prior written notice to the Tenant), to assign this Lease to a party acquiring an ownership interest in the Property provided that the purchaser enter into a written acknowledgement addressed to the Tenant whereby the purchaser agrees that it is bound by Landlord's obligations and covenants under the terms of this Lease.

- (d) Any change of control or amalgamation of the Tenant shall be considered an assignment for the purpose of this section 20.

## 21. EVENTS OF DEFAULT

- (a) Each of the following events shall be deemed to be an event of default by the Tenant under this Lease (hereinafter referred to as "**Tenant Event of Default**"):
- (1) if the Tenant shall default in the payment of any Basic Rent or other sum of money due the Landlord and such default continues for a period of thirty (30) days after receipt of written notice;
  - (2) except where different cure periods are expressly provided in this Lease to the contrary, if the Tenant shall default in the observance or performance of any of the Tenant's non-monetary obligations under this Lease and such default shall continue for more than sixty (60) days after written notification of such default (unless such default cannot reasonably be cured within such sixty (60) days, in which case the cure period will be extended for the minimum period of time reasonably required to effect such cure with reasonable and diligent effort);
  - (3) upon notice from the Landlord, upon the commencement of any proceeding or the taking of any step by or against the Tenant for the dissolution, liquidation or winding-up of the Tenant, or for any relief under the laws of any jurisdiction relating to bankruptcy, insolvency, reorganization, arrangement, compromise or winding-up, or for the appointment of one or more of a trustee, receiver, receiver and manager, interim receiver, custodian, liquidator or any other person with similar powers with respect to the Tenant and, in the case where such proceeding is filed or commenced or steps taken by a third party such proceedings or steps are not or are no longer being contested in good faith by appropriate proceedings but in no event no longer than 30 days from the institution of such proceedings or steps.

An event of default under this Lease by the Landlord (hereinafter referred to as "**Landlord Event of Default**") shall occur where the Landlord defaults in the observance or performance of any of the Landlord's obligations under this Lease and such default shall continue for more than sixty (60) days after the Tenant has delivered written notice (except where different cure periods are expressly provided in this Lease), unless such default cannot be reasonably cured within such sixty (60) day period, in which case the cure period shall be extended for the minimum period of time reasonably required to effect such cure with reasonable and diligent effort).

## 22. TERMINATION AND REMEDIES

- (a) Upon or after the occurrence of a Tenant Event of Default or of a Landlord Event of Default, the non-defaulting party shall give written notice to the defaulting party, setting forth the nature of either the Tenant's or Landlord's Event of Default. If the defaulting party fails to demonstrate within thirty (30) days after receipt of such notice that it has cured the said Event of Default, then, in addition to any other remedies that the non-defaulting party may have at law or in equity, the non-defaulting party may terminate this Lease.
- (b) For the purposes of this Lease, the "**Effective Termination Date**" shall be the latest of the expiration of the Term or early termination of this Lease.
- (c) Upon or after the occurrence of a Landlord Event of Default, the Tenant shall have the right to take, at the Landlord's expense, such action as is necessary on the Property to remedy any such Landlord Event of Default.
- (d) Upon termination of this Lease for any reason, the Tenant shall upon thirty (30) days prior written notice to the Landlord remove the Tenant's Equipment and repair any damage caused by such removal at the Tenant's sole expense to the satisfaction of the Landlord, acting reasonably, subject to the Landlord's right to purchase the Tenant's Equipment. At the option of the Landlord, fee title to all of the Tenant's Equipment and improvements not removed by Tenant within twelve months after termination of this Lease shall pass to and vest in Landlord.

## 23. NOTICES

Any notice or demand by or from the Landlord to the Tenant or from the Tenant to the Landlord shall be in writing and shall be deemed given upon (a) personal delivery to the addressee, (b) five days after sending by registered mail, postage prepaid, return receipt requested, or (c) sent by facsimile during normal business hours. Until notified otherwise the addresses and facsimile numbers for delivery of notice are:

In the case of the Tenant

154 Stuart St.,  
Cobourg, ON K9A 2Y2  
Attention: Richard Tyssen  
Tel: 905-377-1713  
Fax: n/a

In the case of the Landlord:

56 Queen Street  
Port Hope, ON L1A 3Z9  
Attention: Sue Bernardi, Municipal Clerk  
905.885.4544  
Fax: 905.885.7698

#### **24. SUBORDINATION AND NON-DISTURBANCE**

- (a) The Tenant shall postpone and subordinate its rights under this Lease in favour of any mortgage, deed of trust or other lien presently or hereafter arising upon the Property provided that the holder of such mortgage, deed of trust or other lien shall provide the Tenant with a non-disturbance agreement in form satisfactory to the Tenant, acting reasonably.
- (b) The Landlord agrees to obtain non-disturbance agreements in a form satisfactory to the Tenant, acting reasonably, from all of the Landlord's mortgagees, chargees or encumbrancers, as required.

#### **25. TENANT'S FINANCING**

- (a) The Landlord confirms that Tenant may, without the consent of the Landlord, mortgage or charge its interest in this Lease and may sublet the whole or any part of its leasehold interest in the Premises as security therefore, or otherwise assign its rights herein to any lenders which provide financing to Tenant (the "**Mortgage**" and each mortgagee, chargee, lender or secured party being a "**Lender**").
- (b) The Landlord agrees that, upon any Lender giving the Landlord written notice of a Mortgage, such Lender will, without any further action being required, have the benefit of the following provisions until such time as the Lender advises the Landlord in writing that its Mortgage is no longer in effect (and that if the Lender so requests, the Landlord will acknowledge in writing that such Lender so benefits from these provisions):
  - (1) the Landlord will give prompt written notice to the Lender of any breach or default by Tenant of its obligations under the Lease in respect of which the Landlord gives written notice to the Tenant and proposes to exercise any of its remedies;
  - (2) the Landlord will give the Lender the right to cure any breach or default by Tenant under the Lease, within a period of 60 days commencing on the later of (i) the expiry of the cure period afforded Tenant under the Lease, and (ii) the date on which the Landlord gives the Lender notice of such breach or default pursuant to paragraph 25(b)(1); and no exercise by the Landlord of any of its rights or remedies against Tenant will be effective against Tenant or the Lender unless the Landlord has given the Lender such notice and opportunity to cure;
  - (3) if the Lender is not capable of curing any breach or default of Tenant under the Lease (such as a breach or default relating to the bankruptcy or insolvency of Tenant), the Lender will have the right to cure all defaults that are curable within the time period specified in paragraph 25(b)(2) and the Landlord agrees that it will not terminate the Lease (or exercise any other rights or remedies against the Lender) if all curable defaults are cured by the Lender within such time period;
  - (4) the Landlord agrees that if there exists at any time any receivership, insolvency, bankruptcy or similar proceedings or events relating to Tenant or the Lender enforces the security of the Mortgage, (i) the Landlord will not terminate the Lease as a result thereof, and (ii) if the Lease is actually terminated or disclaimed in connection with or as a result of any such proceedings or enforcement, the Lender or its nominee or appointee will have the right to enter into a new lease agreement upon the same terms and conditions as the terminated Lease (the "**New Lease**"), provided that:

- (i) the Lender has notified the Landlord in writing of its intention to enter into the New Lease within 60 days from the date the Lender receives written notice from the Landlord that the Lease has been terminated or disclaimed; and
  - (ii) the Lender pays to the Landlord such amounts as may then be owing by Tenant to the Landlord under the terminated Lease and cures or commences diligently to cure any breach or default by Tenant under the terminated Lease that is capable of being cured by the Lender;
- and if the Lender notifies the Landlord of its intention to enter into a New Lease, then the Landlord will forthwith execute and deliver to the Lender a New Lease;
- (5) if the Lender takes enforcement proceedings under the Mortgage and advises the Landlord of its intention in writing to maintain the Lease (the "**Lender Notice**"), the Lender:
    - (i) will be entitled to all of the rights of Tenant under the Lease as though it were an original party thereto, and
    - (ii) will only be liable for:
      - (A) the payment of any rental arrears that the Landlord gives the Lender written notice of within twenty (20) Business Days of the Lender Notice being given to the Landlord, and
  - (6) the cure of (or, in the case of any default which could not be cured in such time period, has commenced to cure and is proceeding diligently with respect to same) any other existing default under the Lease of which it has received written notice other than any default of the Tenant which, by its nature, is not capable of being remedied by the Lender; although the Landlord and Tenant may modify the Lease from time to time between themselves, a Lender will not be bound by any material adverse modifications made without the Lender's prior written consent;
  - (7) all notices to the Lender from the Landlord will be in writing and will be sent by personal delivery, registered mail, email or by fax to the address, email address or facsimile number of the Lender set out in any notice that the Lender delivers to the Landlord;
  - (8) the Landlord will give any purchaser or any other person acquiring an interest in the Premises any notice received from a Lender; and
  - (9) the Landlord waives and releases in favour of the Lender any and all liens (including landlord's liens and rights of distraint and levy), hypothecs, security interests, charges, rights, claims and interests, howsoever arising, which the Landlord may be entitled to under any present or future law or equity (including by contract) in or against the Tenant's Equipment, and the Landlord further disclaims any interest in the Tenant's Equipment and agrees not to claim to the Tenant's Equipment for so long as the Mortgage remains outstanding. The Landlord agrees that the Lender shall be permitted to enter the Premises to remove the Solar Generation Equipment provided that any damage caused by the removal of such equipment shall be repaired by the Lender or its agents to the satisfaction of the Landlord, acting reasonably.

**26. DAMAGE TO BUILDING**

If the Building is destroyed or substantially damaged by fire, flood, explosion or any other casualty which is not caused by the Tenant (the Event) such that Tenant's ability to use the Leased Premises or the Easements for the operation and maintenance of the System is materially adversely affected, Landlord shall expeditiously repair or replace the Building's roof in its original design if possible. Basic Rent will abate for the period of time in which the Tenant is unable to occupy the Premises.

**27. EXPROPRIATION**

- (a) In the event the whole or any part of the Building is taken by expropriation during the Term, the following applies:
  - (1) if the expropriation does not prevent or materially affect the Permitted Uses as determined by Tenant acting reasonably, the Lease shall not be terminated but shall take effect as to that portion of the Premises as remain unaffected; and



- (2) if the expropriation prevents or materially impairs the Permitted Uses, Tenant will have the right to terminate this Lease effective the date of the expropriation and the parties shall be entitled to share in the expropriation award on the basis of the value of their respective interests and rights as they shall at that time agree.
- (b) In the event the whole or any part of the Utility Location or the Easement Lands is taken by expropriation during the Term, the following applies:
- (1) if the expropriation does not prevent or materially affect the Permitted Uses as determined by Tenant acting reasonably, the Lease shall not be terminated and the Landlord and Tenant, each acting reasonably, shall mutually agree on a new location for all or any part of the Tenant's Equipment which is located on the Lands which are subject to the expropriation; and
  - (2) if the expropriation prevents or materially impairs the Permitted Uses, Tenant will have the right to terminate this Lease effective the date of the expropriation and the parties shall be entitled to share in the expropriation award on the basis of the value of their respective interests and rights as they shall at that time agree.

**28. RELOCATION**

During the Term the Landlord shall have no right to relocate all or any part of the Tenant's Equipment without the prior written consent of the Tenant, which consent may be withheld in the sole, absolute and subjective discretion of the Tenant.

**29. DEMOLITION**

During the Term the Landlord shall have no right to demolish all or any part of the Premises without the prior written consent of the Tenant, which consent may be withheld in the sole, absolute and subjective discretion of the Tenant.

**30. FORCE MAJEURE**

If either party shall fail to meet its obligation hereunder within the time prescribed, and such failure shall have been caused or materially affected by: acts of God; fires or explosions; local, regional or national states of emergency; strikes, lockouts, or other labour disputes; acts of the Queen's enemies; sabotage; war; blockades; insurrections; riots; terrorism; epidemics; civil disturbances; delays or disruptions in fuel supply resulting from a *force majeure* event; delays or disruptions in the construction of any transmission system or distribution system assets that are required for the Tenant's Equipment to deliver electricity; an order, judgement, legislation, ruling or direction by governmental authorities restraining a party; any inability to obtain, or secure the renewal or amendment of, any permit, certificate, impact assessment, licence or approval of any governmental authority, transmitter or LDC required to perform or comply with any obligation under this Lease; any unanticipated maintenance or outage affecting the Tenant's Equipment which results directly from an event of *force majeure*; or of events traditionally considered matters of *force majeure* and not within the control of such party, such failure shall not be deemed a breach of the obligations of such party hereunder until the prescribed time for the required performance has been extended by the same amount of time as the *force majeure* has delayed the said party's performance. Notwithstanding the foregoing, this Section shall not operate to excuse the Tenant from paying amounts that are owed pursuant to this Lease.

**31. ACKNOWLEDGEMENT BY LANDLORD**

The Landlord shall, whenever requested by Tenant or by a Lender, execute an acknowledgment or certificate in favour of an actual or prospective assignee, mortgagee, chargee or encumbrancer of Tenant's interest hereunder, acknowledging or certifying that: (i) the Lease is in full force and effect unamended (or setting out any such amendments), (ii) all amounts owing and payable under the Lease have been paid (or setting out any unpaid amounts), and (iii) to the Landlord's knowledge, Tenant is not in default of its obligations under the Lease in any material respect (or setting out any such defaults).

**32. RESTORATION OBLIGATIONS**

Sixty days prior to the expiry of the Term (or within 30 days after any earlier termination of this Lease) the Landlord shall have the right, by delivery of written notice to the Tenant (the "**Offer Notice**"), to make an offer to the Tenant to acquire the Tenant's Equipment. The Tenant will have thirty (30) days following the receipt of the Offer Notice to advise the Landlord in writing (the "**Acceptance Notice**") that it will sell the Tenant's Equipment at the price and on the terms and conditions contained in the Offer Notice. Closing will occur within thirty (30) days after (or the immediately following Business Day) the Tenant

delivers the Acceptance Notice. If the Tenant does not deliver the Acceptance Notice within said thirty (30) day period or delivers a notice to the Landlord rejecting the offer to purchase the Tenant's Equipment, the Tenant:

- (a) will be deemed to have rejected the Landlord's offer to acquire the Tenant's Equipment; and
- (b) the Tenant shall remove the Solar Generating Equipment (as defined in Schedule C) from the Property at the expiry of the Term (or in the case of an earlier termination of this Lease, within 60 days after the date on which the Tenant has rejected the Landlord's offer to purchase the Tenant's Equipment or has been deemed to have rejected such offer to purchase) and shall repair all damage to the Property caused by such removal to the satisfaction of the Landlord, acting reasonably.. The Tenant shall have no obligation to remove the Connecting Equipment from the Property at the expiry of the Term or earlier termination of this Lease.

**33. ENVIRONMENTAL ATTRIBUTES**

The Landlord hereby transfers and assigns to the Tenant all rights, title and interest in all Environmental Attributes (as that term is defined by the Independent Electricity System Operator (IESO) in FIT Appendix 1 Standard Definitions) associated with the production and sale of solar electrical power under this Lease.

**34. PUBLICITY AND MARKETING**

The Landlord agrees to allow the Tenant to publicize the installation of the Solar Generation Equipment on the Property, including through the use of pictures in a marketing campaign and the installation of project signs on the Property.

**35. QUIET ENJOYMENT**

Subject to the provisions of this Lease, the Landlord covenants and agrees to provide the Tenant with quiet enjoyment, without interruption or disturbance by the Landlord, its employees, agents, representatives, contractors, subcontractors and invitees.

The Tenant covenants to use its best efforts to minimize disruption to the Landlord and other users of the Property.

**36. PLANNING ACT**

This Lease is entered into on the express condition that it is subject to compliance with the severance control provisions of the *Planning Act*, (Ontario) as amended from time to time; provided that pending any such compliance, the Term and any renewals thereof shall be deemed to be for a total period of one (1) day less than the maximum lease term permitted by law without such compliance.

The Tenant hereby declares pursuant to section 50(3)(d.1) of the *Planning Act* (Ontario) that the Premises or any use or right therein is being acquired, directly, or by entitlement to renewal, for a period of 21 or more years but not more than 50 years, for the purpose of a renewable energy generation facility or renewable energy project.

**37. GOVERNING LAW**

This Lease shall be construed and governed by the laws of the Province of Ontario.

**38. DOLLARS (\$)**

All references in this Lease to "Dollars" and "\$" mean Canadian Dollars.

**39. RELATIONSHIP OF LANDLORD AND TENANT**

The Landlord and Tenant acknowledge and agree that the relationship between them is solely that of landlord and tenant and nothing herein shall be construed to constitute the parties as employer/employee, partner, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. Neither party, nor any of its employees, agents, nor representatives shall have any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other.

**40. SEVERABILITY**

If any provision of this Lease is held to be illegal, invalid or unenforceable at law it shall be deemed to be severed from this Lease and the remaining provisions hereto shall continue to be in full force and effect.

**41. REGISTRATION**

The Landlord does hereby consent to the registration of a notice of this lease on the title to the Lands.

**42. TIME OF ESSENCE**

Time is of the essence of this Lease and each of the terms, conditions, covenants and agreements thereof.

**43. WAIVER**

The waiver of any covenant, condition or agreement contained herein shall not negate this Lease or any other covenant, condition or agreement herein. The waiver of the time for performing any act shall not constitute a waiver of the time for performing any other act or any identical act required to be performed at a later time.

**44. ENTIRE AGREEMENT**

This Lease constitutes the entire agreement between the Landlord and Tenant as of the Effective Date, and no promises or representations, expressed or implied, either written or oral, not herein set forth shall be binding upon or inure to the benefit of the Landlord and Tenant. This Lease shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by both the Landlord and Tenant.

**45. INTERPRETATION**

- (a) The term “**Lease**” refers to and means this Rooftop Lease Agreement and includes all amendments, modifications, supplements, schedules and attachments hereto. The terms “**herein**”, “**hereof**”, “**hereunder**”, “**pursuant hereto**” and like terms refer to this Lease.
- (b) The division of this Lease into sections, subsections, clauses and other similar divisions and the insertion of headings are for convenience and reference only and shall not affect the construction or interpretation of this Lease.
- (c) Where the context so requires, words importing the singular shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders.
- (d) Each obligation or agreement of the Landlord or Tenant expressed in this Lease, even though not expressed as a covenant, shall be construed as a covenant.
- (e) Any covenant on the part of the Landlord or Tenant not to do any act or thing shall be construed as a covenant not to do or permit or suffer to be done any such act or thing by their respective servants, agents, employees, representatives, contractors and sub-contractors.
- (f) If the Landlord comprises more than one person, obligations and covenants in this Lease shall be deemed to be joint and several obligations and covenants.
- (g) Unless expressly stated to the contrary in this Lease, any reference to the consent or approval of the Landlord or Tenant shall be deemed to include a proviso that such consent or approval shall be in writing and may not be unreasonably withheld or delayed nor subject to any unreasonable conditions.

**46. SUCCESSORS**

- (a) This Lease and the covenants and agreements herein contained extend to and inure to the benefit of and are binding upon the Landlord and Tenant and their respective heirs, personal representatives, successors and assigns.
- (b) The term Landlord shall include the successors in title of the Premises and the heirs, executors, administrators, personal representatives, successors and assigns of the Landlord.

(c) The term Tenant shall include its successors and assigns.

**47. CONFIDENTIALITY**

Each party shall keep secret and confidential at all times the terms, covenants, conditions and agreements of this Lease and all information and data supplied by one party to the other, including information and data pertaining to the Tenant's Equipment, design, methods of operation, construction and power production, and shall not supply copies of this Lease and all other information and data to any party without the written approval of the other party. Each party shall have the right to disclose this Lease to its authorized representatives, advisors and lenders on a need-to-know confidential basis or where required by law.

**48. COUNTERPARTS**

This Lease may be executed in any number of counterparts, all of which taken together will constitute one single agreement between the parties.

**49. SURVIVAL**

Rights and obligations under this Lease which by their nature should survive, including, but not limited to any and all decommissioning and payment obligations, will remain in effect after termination or expiration hereof.

**50. DISPUTE RESOLUTION.**

The parties may attempt to resolve any dispute arising out of or pursuant to this Lease by recourse to the dispute resolution methods identified in the following sequence all those steps may be bypassed by mutual consent:

- i) **negotiations;**
- ii) **nonbinding mediation or conciliation; or**
- iii) **binding arbitration.**

If the parties cannot agree on each of the foregoing dispute resolution mechanisms, either party may at any time, elect to have such dispute resolved by litigation in the proper judicial forum.

Any party may within fifteen (15) days take the dispute to the next step if the parties fail to agree on the appointment or procedure referred to in this article.

When mediation or conciliation is selected by the parties, they shall jointly appoint one impartial expert mediator or conciliator to undertake the process according to mutually agreed upon procedures.

If the parties decide to submit the dispute to arbitration, it shall be carried out pursuant to the *Commercial Arbitration Act* of Canada. The arbitral award shall be in terms of money only, and shall not include punitive damages, costs or interim measures. The parties shall attempt to appoint jointly one impartial expert arbitrator. If the parties cannot agree within thirty (30) days on the choice of an arbitrator, each party shall appoint, at its own cost, one impartial expert arbitrator and those two arbitrators shall appoint an expert third arbitrator as chairperson of an arbitral tribunal.

**IN WITNESS WHEREOF** the parties hereto have executed this Lease by their respective duly authorized officers to be effective as of the day and year first written above.

**SIGNED, SEALED AND DELIVERED**  
in the presence of

**THE CORPORATION OF THE  
MUNICIPALITY OF PORT HOPE**

By: \_\_\_\_\_  
Authorized Signing Officer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Name:

**COMMUNITY POWER NORTHUMBERLAND  
CO-OPERATIVE INC.**

By: \_\_\_\_\_  
Authorized Signing Officer

**SCHEDULE “A” (to Form of Lease)**

**THE LANDS**

**DESCRIPTION OF PROPERTY**

Municipal Address: 62 McCaul Street, Port Hope, Ontario L1A 1A2

Legal Description:

PIN 51079-0020

MCCAUL ST PL 11 PORT HOPE CLOSED BY BPH106 BTN ELGIN ST S & NELSON ST S; LT 5 S/S MCCAUL ST, 6 S/S MCCAUL ST, 7 S/S MCCAUL ST, 8 S/S MCCAUL ST, 9 S/S MCCAUL ST, 10 S/S MCCAUL ST, 11 S/S MCCAUL ST, 12 S/S MCCAUL ST PL 11 PORT HOPE EXCEPT BPH106; DEBLAQUIRE ST S PL 11 PORT HOPE ABUTTING LT 8 & 9 S/S MCCAUL ST PL 11; PT LT 3-4 CON 1 HOPE AS IN HPT16215, HPT13911, HPT4910, PT8460 LYING W OF PT 1 & 2 39R7949; NELSON ST S PL 11 PORT HOPE ABUTTING LT 12 S/S MCCAUL ST PL 11; PORT HOPE

**SCHEDULE “B” (to Form of Lease)**

**SITE PLAN**

See separate drawing attached titled “SOLAR PHOTOVOLTAIC SYSTEM FOR AGRICULTURAL TOWN PARK”

**SCHEDULE “C” (to Form of Lease)**

**DESCRIPTION OF TENANT’S EQUIPMENT**

**SOLAR GENERATION EQUIPMENT:**

- (a) Solar Modules
- (b) Racking
- (c) Intermediate Transformer
- (d) Inverters
- (e) Combiner Boxes
- (f) Wiring
- (g) System Monitoring Equipment

**CONNECTING EQUIPMENT**

- (a) Connect/disconnect switches
- (b) Wiring
- (c) Revenue Meter



**SCHEDULE “D” (to Form of Lease)**

**LANDLORD’S WORK**

- NONE

**Schedule B (to Option to Lease)  
DESCRIPTION OF LEASED PREMISES**

Town Park Recreation Centre, 62 McCaul St., Port Hope, Ontario L1A 1A2

Legal Description:

PIN 51079-0020

MCCAUL ST PL 11 PORT HOPE CLOSED BY BPH106 BTN ELGIN ST S & NELSON ST S; LT 5 S/S MCCAUL ST, 6 S/S MCCAUL ST, 7 S/S MCCAUL ST, 8 S/S MCCAUL ST, 9 S/S MCCAUL ST, 10 S/S MCCAUL ST, 11 S/S MCCAUL ST, 12 S/S MCCAUL ST PL 11 PORT HOPE EXCEPT BPH106; DEBLAQUIRE ST S PL 11 PORT HOPE ABUTTING LT 8 & 9 S/S MCCAUL ST PL 11; PT LT 3-4 CON 1 HOPE AS IN HPT16215, HPT13911, HPT4910, PT8460 LYING W OF PT 1 & 2 39R7949; NELSON ST S PL 11 PORT HOPE ABUTTING LT 12 S/S MCCAUL ST PL 11; PORT HOPE