LRO # 12 Notice

Receipted as CE363747 on 2009 01 21 at 14:58

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 46

Properties

PIN

01549 - 0205 LT

Description

PT NW 1/4 LT 9 CON 2 ANDERDON PT 1, 12R12958; PT N 1/2 LT 10 CON 2

ANDERDON PT 4, 12R12958 & PT 1, 12R13638; PT SW 1/4 LT 10 CON 2 ANDERDON

PT 2, 12R12958; AMHERSTBURG

Address

AMHERSTBURG

Consideration

Consideration

\$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name

1710690 ONTARIO INC.

Address for Service

c/o Dillon Consulting 3200 Deziel Dr., Suite308

Windsor,On

I, Loris Collavino, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Party To(s)

Capacity

Share

Name

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Address for Service

271 Sandwich St. S. Amherstburg, On

This document is being authorized by a municipal corporation Lory Bratt, AMCT, Planning Coordinator.

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Armando Felice Antonio DeLuca

500-251 Goyeau Street

acting for Applicant(s) Signed 2009 01 21

Windsor

N9A 6V2

Tel 519-258-0615 Fax 5192586833

Submitted By

MOUSSEAU DELUCA MCPHERSON PRINCE

500-251 Goyeau Street

2009 01 21

Windsor N9A 6V2

Tel

519-258-0615

Fax 5192586833

Fees/Taxes/Payment

Statutory Registration Fee

\$60.00

Total Paid

\$60.00

File Number

Applicant Client File Number:

23682

LRO# 12 Notice

Receipted as CE363747 on 2009 01 21 at 14:58

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 46

File Number

Party To Client File Number :

23682

DEVELOPMENT AGREEMENT

Registered, 2008.				
THIS AGREEMENT made in triplicate this 15 th day of December, 2008.				
BETWEEN:				
1710690 ONTARIO INC. hereinafter called the "OWNER"				
OF THE FIRST PART;				
-and-				
THE CORPORATION OF THE TOWN OF AMHERSTBURG hereinafter called the "CORPORATION"				
OF THE SECOND PART;				
WHEREAS the lands affected by this Agreement are described in Schedule "A" attached hereto, and are hereinafter referred to as the "said lands";				
AND WHEREAS the Owner warrants it is the registered owner of the said lands;				
AND WHEREAS, in this Agreement the "Owner" includes an individual, an association, a partnership or corporation and, wherever the singular is used therein, it shall be construed as including the plural;				
AND WHEREAS the Owner intends to develop or redevelop the said lands for a solar energy system in accordance with the Site Plan attached hereto as Schedule "B", and hereinafter referred to as the "Site Plan";				
AND WHEREAS the Corporation as a condition of development or redevelopment of the said lands requires the Owner to enter into a Development Agreement;				
NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other goods and valuable consideration and the sum of FIVE (\$5.00) DOLLARS of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt of which is hereby acknowledged), the Owner hereby covenants and agrees with the Corporation as follows:				
1. The following Schedules, which are identified by the signatures of the parties to this Agreement, and which are attached hereto, are hereby made a part of this Agreement as fully and to all intents and purposes as though recited in full herein:				
SCHEDULE "A" - Legal description of the said lands				
SCHEDULE "B" ("B-1" to "B-4") - Site Plan Drawings SCHEDULE "B-1" - General Plan (Drawing 1A) SCHEDULE "B-2" - Detail Area 1 (Drawing 2A)				

Detail Area 2 (Drawing 3A)

Detail Area 3 (Drawing 4A)

Landscape Plan Drawings

General Landscape Plan (Drawing 5A) Landscape Detail Area 1 (Drawing 6A) Landscape Detail Area 2 (Drawing 7A)

Landscape Detail Area 3 (Drawing 8A)

Details- Planting Specifications (Drawing 5D)

SCHEDULE "B-3"

SCHEDULE "B-4"

SCHEDULE "C-1" SCHEDULE "C-2" SCHEDULE "C-3" SCHEDULE "C-4"

SCHEDULE "C-5"

SCHEDULE "C" ("C-1" to "C-5")

SCHEDULE "D" - Details Substation (Drawing 1D)
SCHEDULE "E" - Tracker Equipment Pad (Drawing 2D)
SCHEDULE "F" - Details- Typical Tracker (Drawing 3D)
SCHEDULE "G" - Detail- Fence and Gate (Drawing 4D)
SCHEDULE "H" - Drainage Plan (Drawings 8A & 8B)
SCHEDULE "I" - Stormwater Management Report

- 2. Schedule "A" hereto describes the lands affected by this Agreement.
- 3. Schedule "B" hereto shows:
 - (a) Site Boundary;
 - (b) Location of proposed tracker units;
 - (c) Location of living fence buffer;
 - (d) Location of tall grass prairie with shrub buffer;
 - (e) Location of tall grass prairie buffer;
 - (f) Location of roadside buffer;
 - (g) Location of fence;
 - (h) Location of access road;
 - (i) Location of invertor;
 - (j) Location of underground electrical wireway;
 - (k) Location of Staging Area.
- 4. Schedule "C" hereto shows:
 - (a) Landscape Plan and Details
- 5. Schedule "D" hereto shows:
 - (a) Substation Details
- 6. Schedule "E" hereto shows:
 - (a) Tracker Equipment Pad Details
- 7. Schedule "F" hereto shows:
 - (a) Typical Tracker Details
- 8. Schedule "G" hereto shows:
 - (a) Fence and Gate Details
- 9. Schedule "H" hereto shows:
 - (a) Drainage Plan
- 10. Schedule "I" hereto shows:
 - (a) Stormwater Management Report Stormwater Management Report dated October 2008 together with letter dated December 5, 2008 prepared by C.D. Patten, P.Eng., Dillon Consulting.
- 11. The Owner shall be responsible for consulting with and obtaining any necessary approvals from Hydro One regarding any matters that relate to services provided by Hydro One. Further the Owner shall be responsible for any costs associated with the reconstruction, relocation or changes to the hydro system resulting from this development.

12. The Owner shall be responsible for consulting with and obtaining any necessary approval from the Ministry of the Environment and the Essex Region Conservation Authority.

13. Construction and Truck Routes

The Owner agrees and shall be responsible for the construction of all perimeter granular base roads prior to the installation of the solar trackers on the site. The haul route for Site "A" during the entire construction of this development shall use County Road 20, County Road 8 and County Road 3 to North Sideroad. The Owner shall adhere to load restrictions in effect at the time of construction for both County and municipal roads.

Construction will take place on a daily basis between the hours of 7:30 a.m. and 4:30 p.m., Monday to Friday.

The Owner to ensure that trucks and equipment leaving the site are not laden with dirt, mud or debris. The Owner shall keep the highway surfaces clean of any debris and upon notice from the Corporation the Owner must immediately clean any debris off the highway. Failure of the Owner to respond will result in the Corporation arranging for the cleaning and invoicing the Owner which expense may also be recovered on the municipal taxes of the subject property.

If any municipal services or highway surfaces of the Corporation are damaged during the development, such damage shall be repaired or replaced by the Owner to the satisfaction of the Corporation. Failure of the Owner to repair or replace such damage will result in the Corporation arranging for the repair and/or replacement and invoicing the Owner which expense may also be recovered on the municipal taxes of the subject property.

14. Snow Removal

Snow removal from the access roads and within the site shall be the responsibility of the Owner.

15. Driveway Accesses

All new accesses and/or improvement to existing accesses shall be in consultation with and in accordance with the requirements of the Corporation's Public Works Manager and Drainage Superintendent and shall be installed at the expense of the Owner. A new access over a Municipal Drain requires a report prepared by a drainage engineer under the Drainage Act. The Corporation may allow a letter of recommendation for any new access over a municipal drain from a drainage engineer with the new culvert being incorporated into the drain when a future report is required.

16. Stormwater Management

The development of the site requires special measures to deal with stormwater management as follows:

- (a) The Owner shall undertake a site grading plan and a stormwater management analysis as indicated in Schedule "I" to the satisfaction of the Corporation and the Essex Region Conservation Authority.
- (b) The Owner shall install stormwater management measures as approved by the Corporation and the Essex Region Conservation Authority as part of the development of this site, to the satisfaction of the Corporation and the Essex Region Conservation Authority.
- (c) The Owner shall obtain the necessary permits and/or clearance prior to construction activities and/or site alterations.

- (d) The Owner shall conduct regular inspections once every two weeks and after each sizable storm event of all sediment and erosion control measures recommended in the approved stormwater management plan during the construction plan.
- (e) The Owner shall maintain an inspection log which shall be made available for review by the Corporation and the Essex Region Conservation Authority, upon request. The log shall state the name of the inspector, date of the inspection and rectification or replacement measures which were taken to maintain the sediment and erosion control measures. Inspections shall continue until development of the site is complete and approved by the Corporation.
- The Owner acknowledges that this site is affected by both roadside ditches (f) and municipal drains. Roadside ditch maintenance is performed from the road and will not affect this development. Municipal drainage maintenance is performed from the private property side of the drain with the spoils being spread over the adjacent lands. Therefore a twenty (20ft.) foot wide corridor must remain on the private property side of the drain clear of fences, trees and shrubs. Alternatively, the Corporation would allow for a letter of understanding drafted by a drainage engineer, approved by the Owner and acceptable to the Corporation providing that maintenance work would be performed from the road side of the drain and the spoils trucked away. The associated trucking costs for the particular length of drain adjacent to the development would be assessed to the Owner. This letter of understanding will be utilized for maintenance works until such time as a new drainage report is required. This site is affected by the 2nd Concession Drain located on the east side of the 2nd Concession North.
- 17. Any garbage or refuse that is stored outside shall be stored in a non-combustible container and maintained so that garbage or refuse does not blow or fall out of the container.

18. Lighting

Any and all lighting shall be installed and maintained in accordance with the standards set out in the Town's Development Manual so as to not, in the opinion of the Corporation interfere with the use or enjoyment of adjacent properties or with the safe flow of traffic on abutting or adjacent streets.

In addition to the requirement of full cut-off (directional lighting) the type, amount and intensity of lighting will also be a consideration in consultation with the Corporation to prevent undue light pollution.

19. Landscaping

- (a) The Owner shall landscape and maintain in plants and ground cover acceptable to the Corporation those lands so indicated on Schedule "C-1 to C-5" inclusive.
- (b) The Owner agrees that the site will be inspected on an annual basis and any deficiencies as determined by the Corporation will require immediate correction in accordance with the approved site plan.
- (c) The Owner agrees that where there are deficiencies or loss due to natural causes or management related issues in those areas which provide a visual buffer for neighbouring residences those deficiencies or losses will be corrected to the satisfaction of the Corporation. Failure of the Owner to correct the deficiency or loss as determined by the Corporation will result in the Corporation arranging for the replacement and invoicing the Owner which expense may also be recovered on the municipal taxes of the subject property.
- (d) The Owner agrees that those lands located on this site outside of the solar energy system development shall continue to be cropped, maintained and kept free of weeds.

20. Fencing

The Owner agrees to construct a fence on those lands indicated on Schedule "B" in accordance with the fence detail forming part of Schedule "G". The Owner agrees that the site will be inspected on an annual basis and any deficiencies as determined by the Corporation will require immediate correction in accordance with the approved site plan.

The Owner also agrees that the fence will be installed to allow for easy movement on and off the site for small wildlife, so that they may take advantage of the diverse environment. This may be in the form of small tunnels or small sections of elevated fence.

21. Geo-Technical

The Owner and Corporation acknowledge correspondence dated April 11, 2007 from James D. Rodger, P. Eng. with Golder Associates Ltd. regarding a geotechnical investigation which results indicated that the sub-surface soil conditions appear appropriate to support development of the type proposed for this site.

22. Start Up of the Solar Energy System

- (a) The Owner shall notify the Corporation at least one week prior to the proposed start up date of the solar energy system in order to arrange for a site inspection system to be conducted.
- (b) The Owner shall not start up the solar energy system on the site before the applicable provisions of this Agreement are complied with.
- (c) The Owner shall ensure that the applicable approvals and regulations of Hydro One and all other governing authorities are adhered to.
- (d) The Owner shall ensure that Hydro One will monitor the site's connection point to the electricity system and will be able to identify any major electrical problems associated with the solar energy system, disconnecting it from the grid if necessary.

23. Decommissioning and Indemnification

A. Definition

"Decommissioning" means the process of removing the solar energy systems, including all appliances and appurtenances thereto, and remediating the lands to a condition in compliance with all applicable environmental legislation, regulations, procedures and policies and with the surface of the Lands restored as close as possible to their former condition and use.

B. Indemnification

The Owner shall at all times indemnify and save the Corporation harmless from and against any and all claims, demands, losses, costs, charges expenses, actions and other proceedings (including those in connection with workplace safety and insurance compensation or any similar or successor arrangement) made, brought against, suffered by, imposed on or incurred by the Corporation in respect of any failure by the Owner to fulfill any of its obligations under this Agreement, including but not limited to the costs associated with decommissioning incurred by or on behalf of the Corporation, as a result of any loss, damage or injury (including injury resulting in death) to any person or property (including, but not limited to, employees, contractors, agents and property of the Corporation) directly arising out of, resulting from or sustained by reason of the Owner's occupation, use or decommissioning of the Lands, or any operation in connection therewith or any fixtures or chattels thereon.

C. Corporations Responsibility

The Corporation shall not under any circumstances be responsible for or be required to decommission the Lands or to incur any costs associated therewith. The Corporation may, in its sole discretion, undertake, in whole or in part, the decommissioning and incur the costs associate therewith, and shall collect those costs as set out herein, which costs shall remain the responsibility of the Owner.

D. Decommissioning Events

In the event that the following events have occurred or in the reasonable opinion of the Corporation are likely to occur, the Owner:

- (a) ceases to carry on business for a period greater than 30 consecutive days;
- (b) gives notice of an intention to cease to carry on business;
- (c) be dissolved;
- (d) makes an assignment, arrangement or composition with or for the benefit of its creditors;
- (e) institutes or is subject to a proceeding in bankruptcy or insolvency, or seek any relief affecting creditor's rights;
- (f) has a resolution passed for its winding up or its liquidation;
- (g) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other official for it or for all or substantially all of its assets by reason of its insolvency;
- (h) has a secured creditor take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets;
- (i) fails to post such security as may be required by the Corporation, including such security as may be required by this Agreement;
- (j) termination of this Agreement and/or the development; or
- (k) takes any step to or permits itself to be restructured, or any act which result in a change of control of the Owner.

The Owner shall commence decommissioning forthwith, and shall complete decommissioning within a reasonable period of time.

E. Default in Decommissioning

In the event that the Owner fails to commence or to complete decommissioning of the Lands as required by this Agreement, the Corporation may take such steps as are necessary to decommission the Lands, as required herein. The Owner shall be responsible for the costs of the decommissioning incurred by or on behalf of the Corporation. The Owner agrees that the cost of decommissioning incurred by or on behalf of the Corporation shall be deemed to be municipal taxes, and shall be a charge upon the lands, premises, fixtures and chattels that are or were located on those lands and premises in the same manner as municipal taxes. Further, the cost of decommissioning shall be collectible and shall have the same priority as municipal taxes. The Owner shall give notice to all secured creditors of the rights of the Corporation hereunder.

F. Representations and Warranties with Respect to the Cost of Decommissioning
The Owner represents and warrants that the costs of the decommissioning of the
Lands and as required does not currently and shall not in the future exceed the net
recycled values, after the costs of recovery, of the materials contained therein.
The Owner shall submit a decommissioning plan upon execution of this
Agreement and every three years thereafter on the anniversary date of this
Agreement, which the Corporation shall subject to independent peer review.

G. Security for Decommissioning

In the event that the Owner fails to provide such further assurances or after the independent peer review the costs of decommissioning are deemed to exceed the net recycled values, the Owner shall post such security and in such amount as may be required by the Corporation to ensure that the costs of decommissioning be recoverable by the Corporation in the event that the costs of decommissioning are incurred by the Corporation.

H. Responsibility

In addition to any other provisions of this Agreement, this Section 23 shall inure to the benefit of and be binding upon the Parties hereto and their respective, heirs, executors, administrators, successors, assigns, secured parties, affiliates, related corporations, provisional liquidators, conservators, receivers, trustees, custodians or other similar officials.

I. Entry Upon the Lands

In the event that the Corporation deems it necessary to perform any decommissioning of the Lands, the Owner hereby grants to the Corporation, its employees, agents and contractors an irrevocable licence to enter upon the lands and to perform such acts as may be necessary in the opinion of the Corporation to perform any and all acts of decommissioning deemed necessary by the Corporation, without further notice to the Owner.

J. Completion of Decommissioning by the Owner

Upon decommissioning by the Owner, the Owner shall provide to the Corporation a final report and acknowledged Records of Site Condition. The Owner further acknowledges that it shall perform the decommissioning of the Lands to the strictest environmental standards then applying appropriate to the lands and their use and, if applicable, to the satisfaction of the Ministry of the Environment.

- 24. All driveways for emergency vehicles shall:
 - (1) Be connected with a public thoroughfare;
 - (2) Be designed and constructed to support expected loads imposed by firefighting equipment;
 - (3) Have a clear width of 3 metres at all times;
 - (4) Have an overhead clearance not less than 4.5 metres;
 - (5) Have a change in gradient of not more than 1 in 12.5 over a minimum distance of 15.2 metres; and
 - (6) Have approved signs displayed to indicate the emergency route.
- 25. If the Ontario Building Code requires that an architect or professional engineer or both shall be responsible for the field review of any new building or extension provided for in this Agreement, the Owner shall not occupy or use or permit to be occupied or used any said new building or extension until after an architect or professional engineer has given to the Corporation a letter addressed to the Corporation and signed by him certifying that all services on or in the said lands, required for this development or redevelopment, newly installed by the Owner in connection with this development or redevelopment and not contained within a building, have been installed and completed in a manner satisfactory to the architect or professional engineer.
- 26. The Corporation through its servants, officers and agents including its building inspector, plumbing inspector, fire chief, public works head and municipal engineer may from time to time and at any time enter on the premises of the Owner to inspect:
 - (1) The progress of development;
 - (2) The state of maintenance as provided for in this Agreement.
- 27. In the event of any servant, officer or agent of the Corporation determining upon inspection the development is not proceeding in strict accord with the plans and specifications filed, such servant, officer or agent shall forthwith place a notice requiring all work to be stopped upon the premises and forward a copy by registered mail to the Owner at his last address as shown by the revised assessment rolls, and the Owner shall forthwith correct the deficiency or deviation.
- 28. In the event of any servant, officer or agent of the Corporation upon inspection being of the opinion that the state of maintenance is not satisfactory, such servant, officer or agent shall forthwith forward notice of such opinion to the Owner by registered mail at his last address as shown from the revised assessment rolls, and the Owner shall forthwith correct the deficiency or appeal to Council of the Corporation as hereinafter provided.

- 29. In the event that an Owner should disagree with the opinion of the servant, officer or agent of the Corporation as to the state of maintenance, such Owner shall appear before Council of the Corporation, which after hearing the Owner, shall express its opinion as to whether the maintenance is satisfactory by resolution, which shall constitute a final determination of the matter.
- 30. In the event that an Owner should fail to obey a stop work order issued under Section 27 hereof, the Owner recognizes the right of the Corporation to apply to the Court for a restraining order.
- 31. In the event that an Owner should fail to correct a deviation or deficiency after notice pursuant to Section 28 or after notice of an opinion, which Council of the Corporation determines is correct under Section 29, the Council of the Corporation may by law direct or default of the matter or thing being done by the Owner, under this or any other Agreement between the Corporation and the Owner, after two (2) weeks notice to it by registered mail at the last shown address of the Owner pursuant to the revised assessment rolls of passage of such by-law, that such matter or thing be done by the Corporation at the expense of the Owner, which expense may be recovered by action or like manner as municipal taxes.
- 32. In the event of an Owner wishing to change at any time any of the buildings, structures or facilities described in the plans annexed or referred to in Section 3 hereof, it shall make application to Council of the Corporation for approval and shall not proceed with such change until approval is given by such Council, or in default by the Ontario Municipal Board, under the procedure set out in Section 41 of the Planning Act, R.S.O. 1990 herebefore referred to.
- 33. This Agreement and the provisions thereof do not give to the Owner or any person acquiring any interest in the said lands any rights against the Corporation with respect to the failure of the Owner to perform or fully perform any of its obligations under this Agreement or any negligence of the Owner in its performance of the said obligations.
- 34. In the event that no construction on the said lands has commenced within one (1) year from the date of registration of this Agreement, the Corporation may, at its option, on one month's notice to the Owner, declare this Agreement to be subject to re-negotiation, whereupon the Owner agrees that it will not undertake any construction on the said lands until this Agreement has been re-negotiated.
- 35. All facilities and matters required by this Agreement shall be provided and maintained by the Owner at its sole risk and expense to the satisfaction of the Corporation and in accordance with the standards determined by the Corporation and in default thereof and without limiting other remedies available to the Corporation, the provisions of Section 446 of the Municipal Act shall apply.

36. Agreement on Title

It is specifically acknowledged and agreed that the burden of this Agreement shall run with the Lands. In this Agreement, "Owner" shall include any Owner of the Lands from time to time.

37. General Responsibility

This Agreement, including all its covenants, provisos, conditions and schedules shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns.

38. Financial Securities

site improvements.

A financial guarantee (certified cheque or irrevocable letter of credit - self renewing without burden of proof) for 50% of the value of on-site improvements exclusive of buildings and structures is required as part of the site plan agreement in addition to financial security in the amount of 100% for all off-site works required as part of this development. The Owner's engineer and landscape architect is to provide a certified estimate of the cost of the on-site and off-site work for consideration and approval by the Town's Public Work's Manager. Once the Town has inspected and approved the construction /installation/planting of the on-site and off-site works, the Owner will be required to provide security for a one year maintenance period in the amount of 15% of the cost of on-site and off-

IN WITNESS WHEREOF the Owner executed this Agreement.

OWNER:

1710690 ONTARIO INC.

President - Loris Collavino

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Mayor - Wayne Hurst

CAO/Clerk - Pamela Malott

Authorized and approved by By-law No. 2008-79 enacted the 15th day of December, 2008.

SCHEDULE "A"

The following is a description of the land to which this instrument applies:

FIRSTLY:

> in the Town of Amherstburg, County of Essex Province of Ontario

> > OWNER:

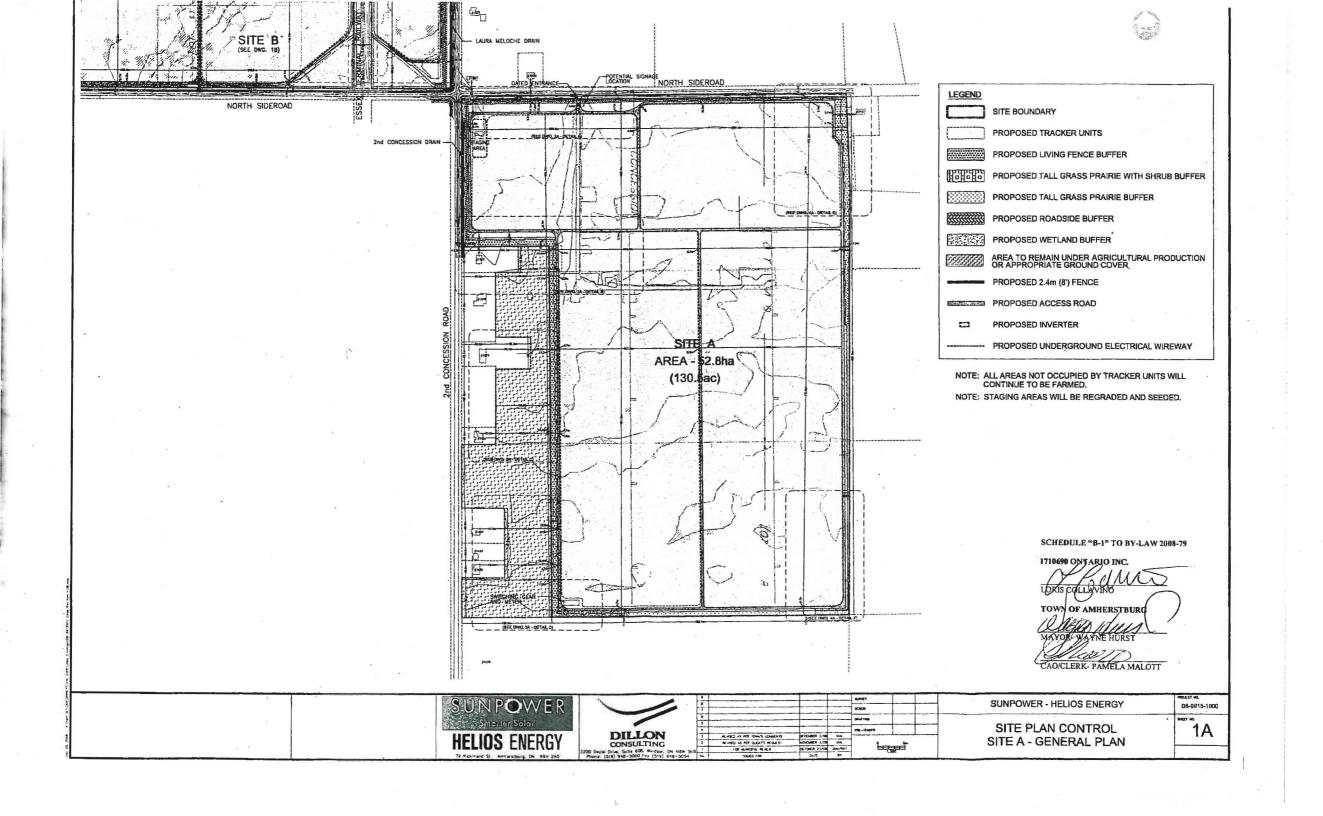
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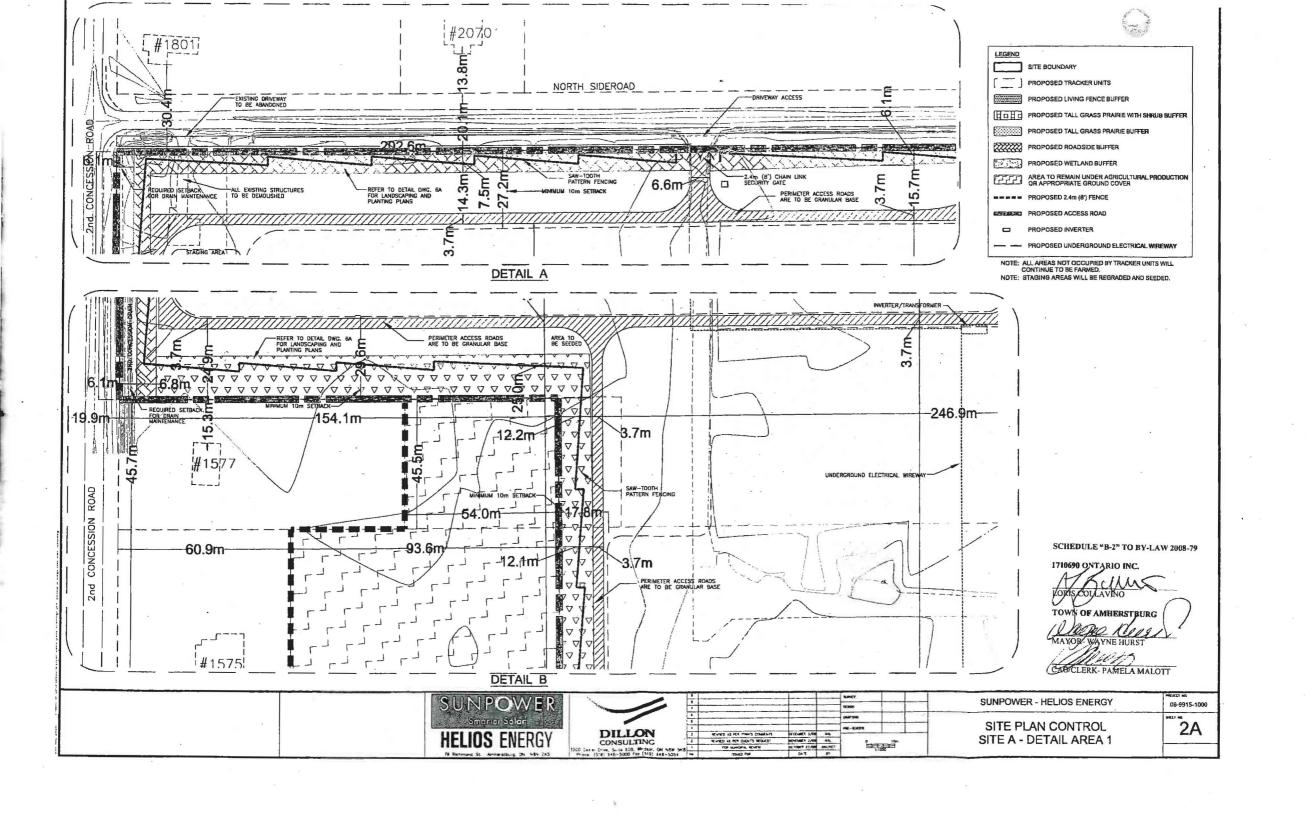
President / Loris Collavino

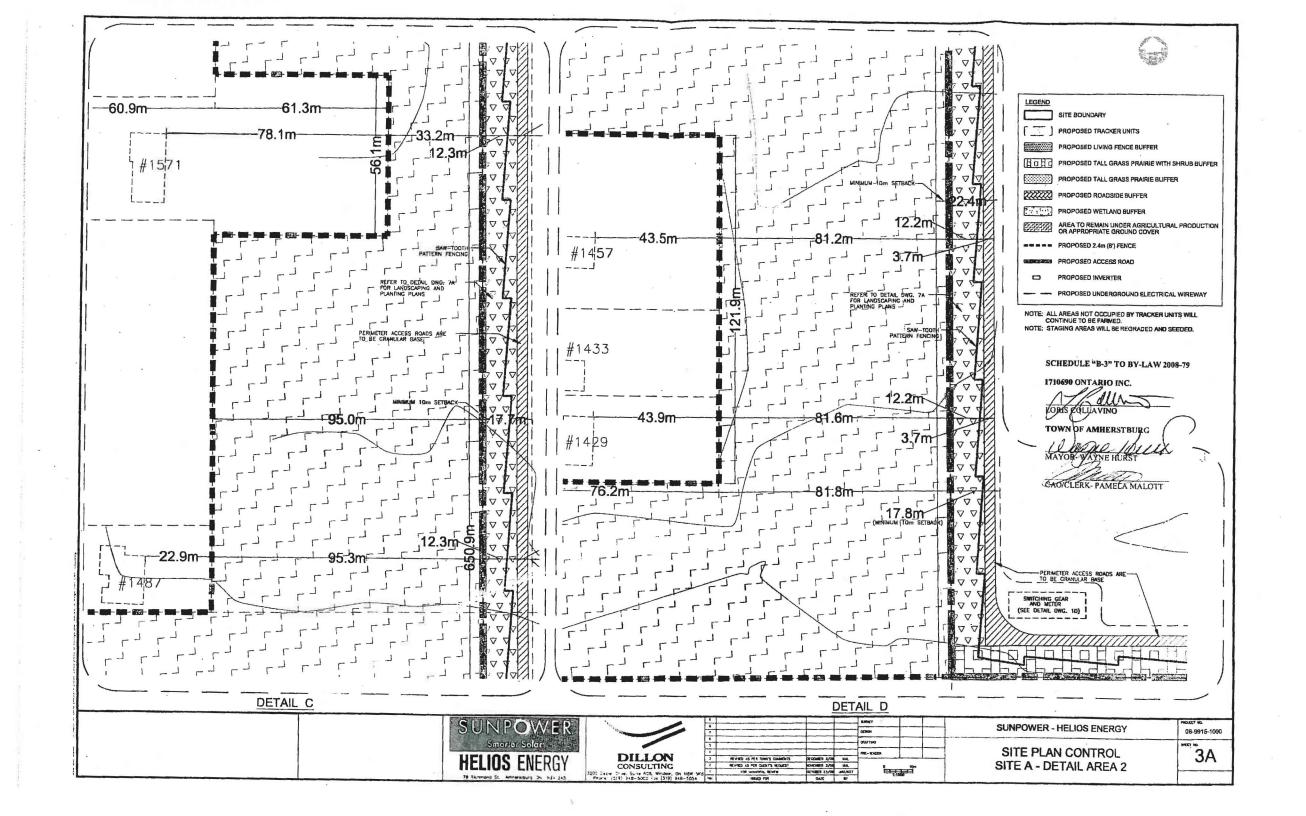
THE CORPORATION OF THE TOWN OF AMHERSTBURG

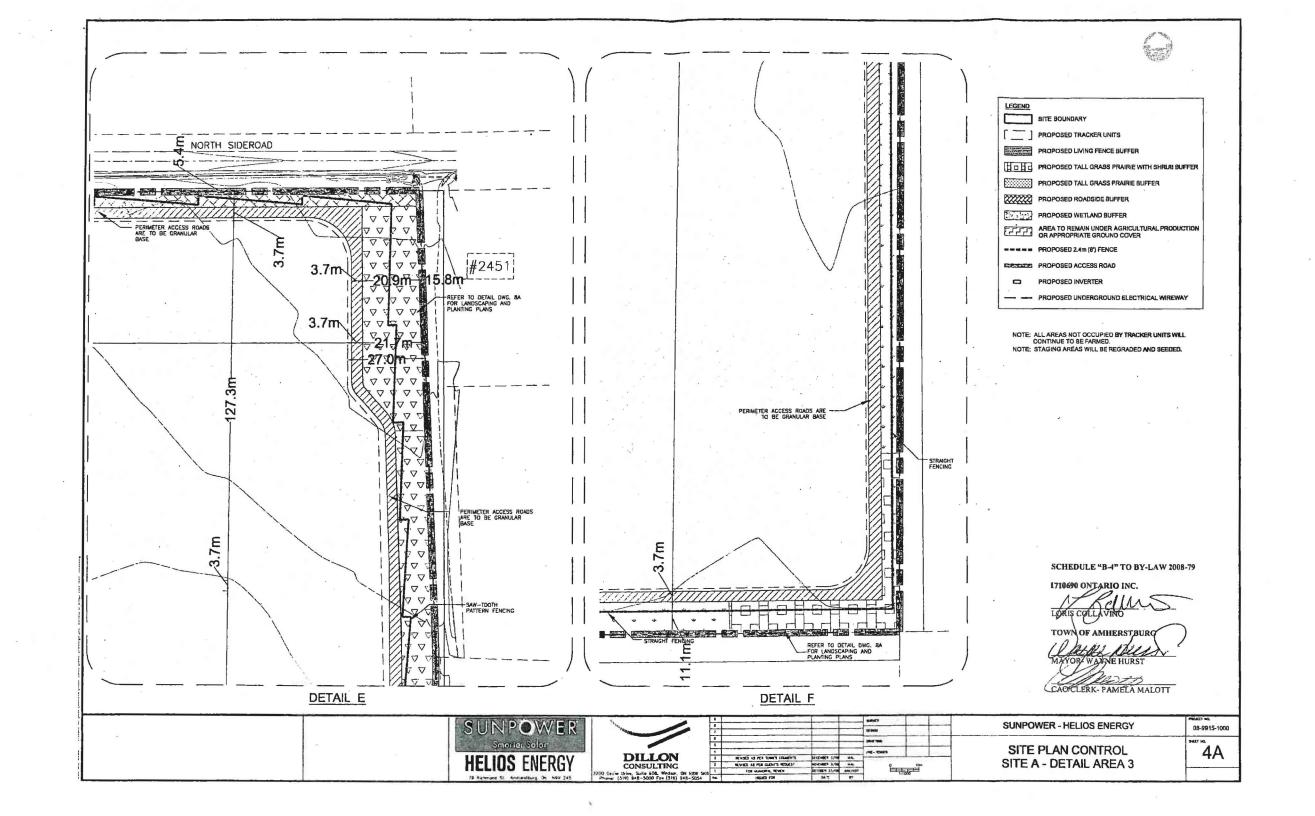
Mayor Wayne Hurst

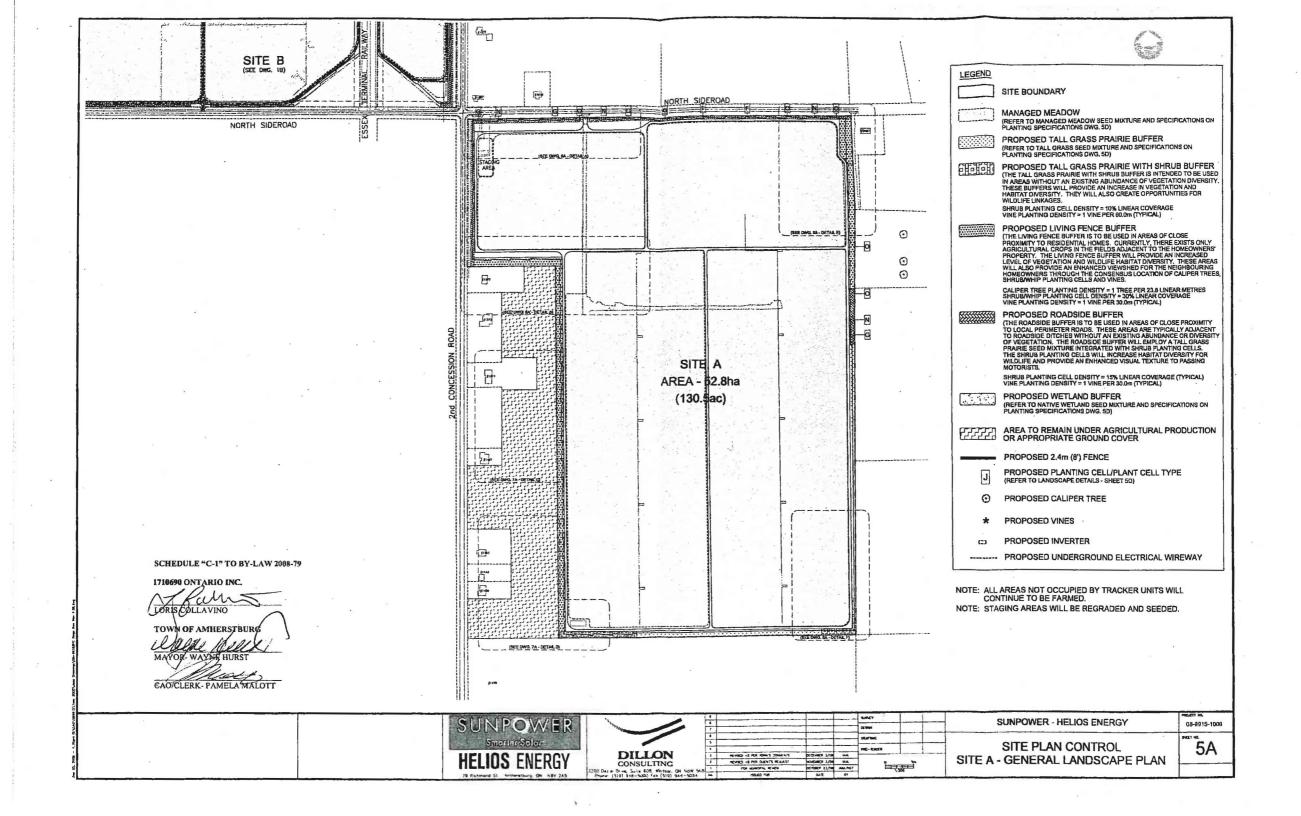
CAO/Clerk - Pamela Malott

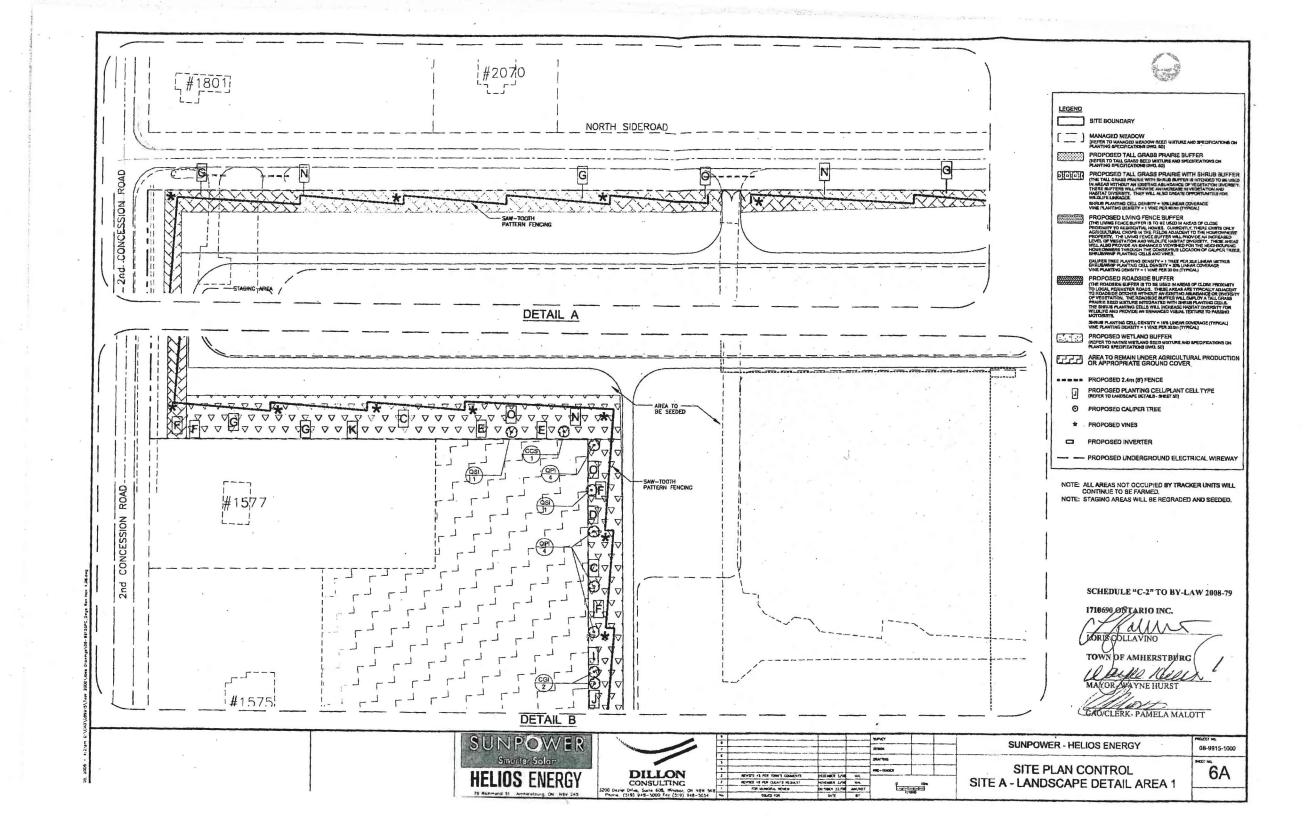


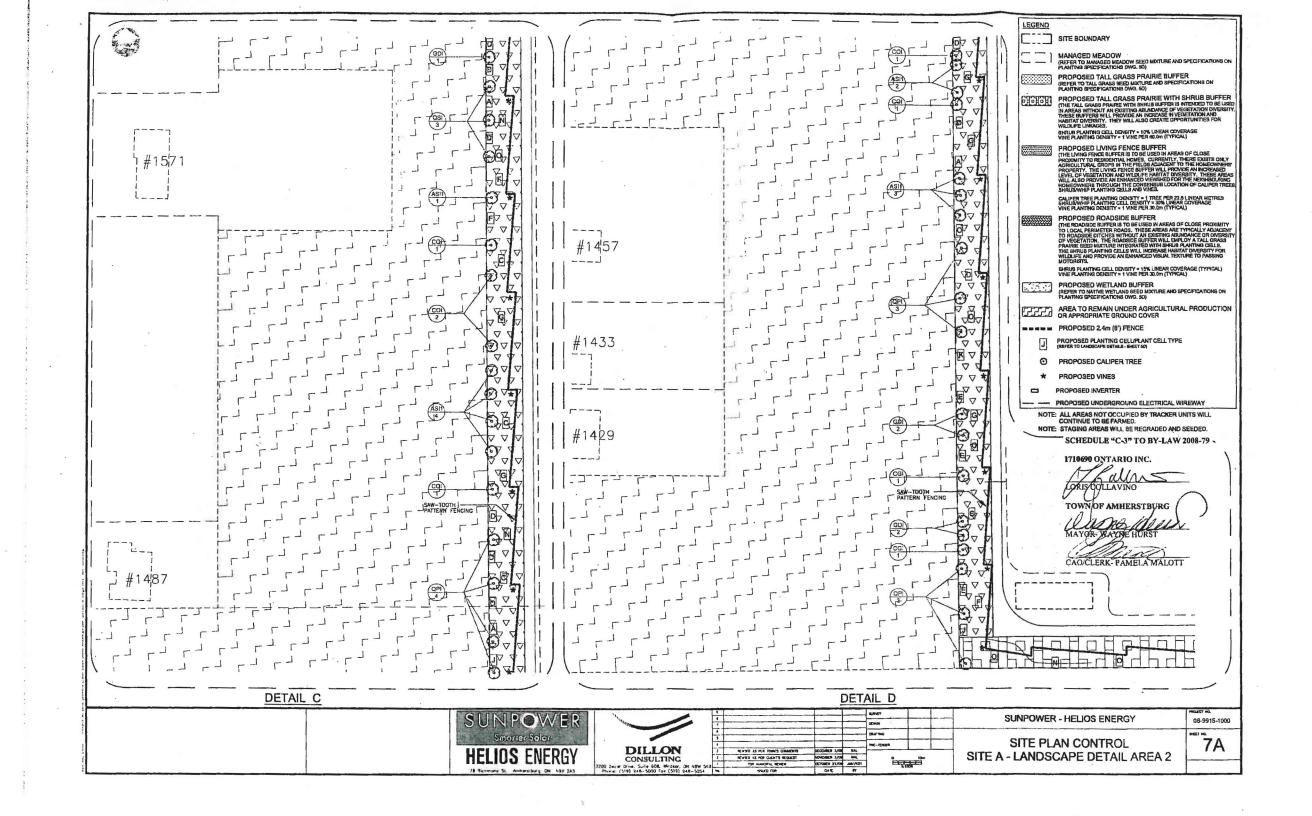


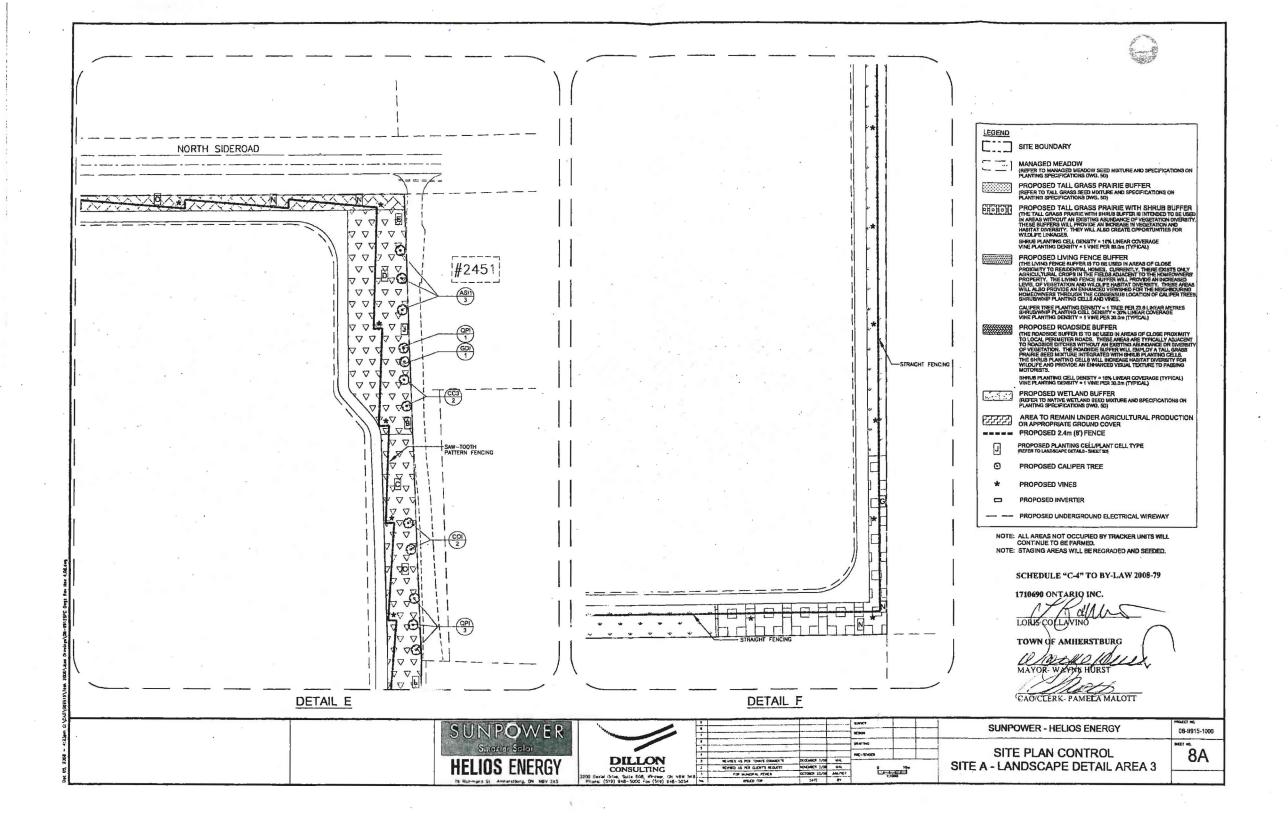


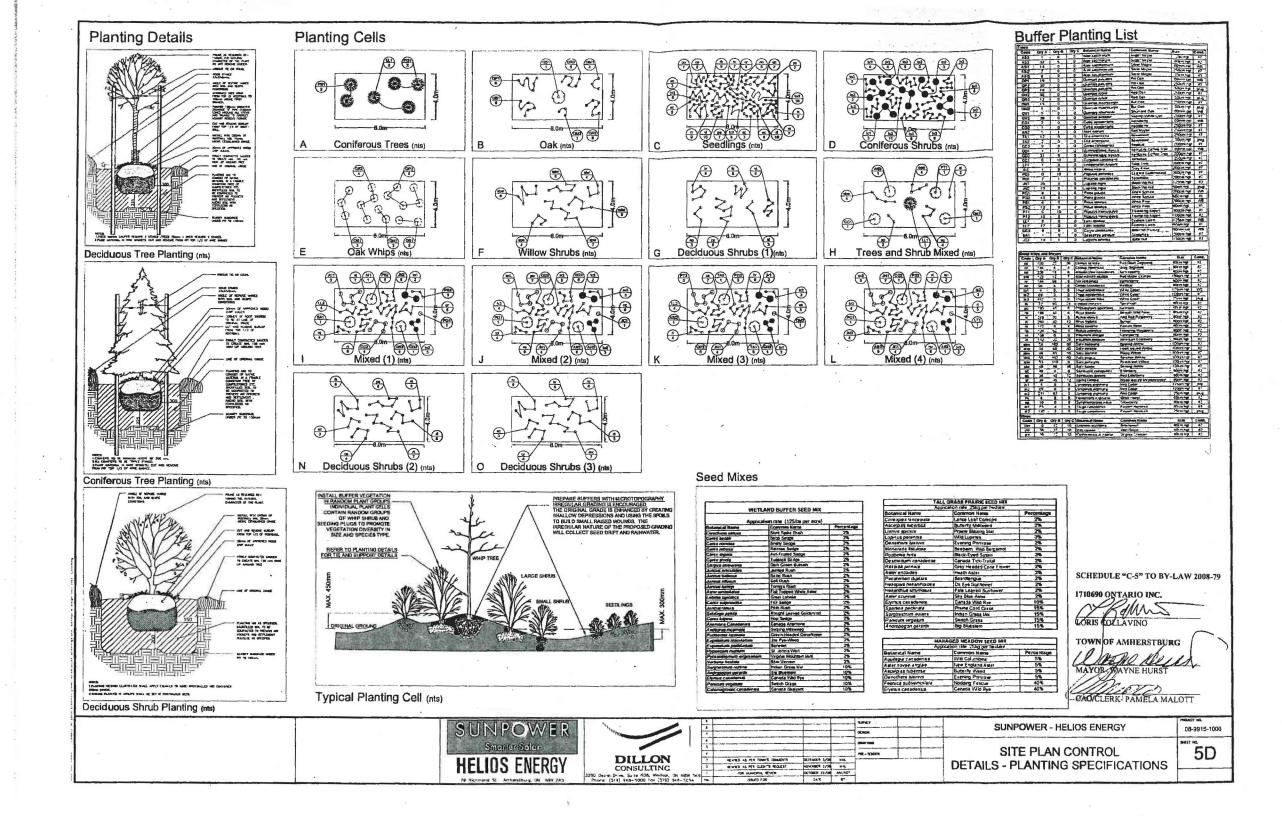


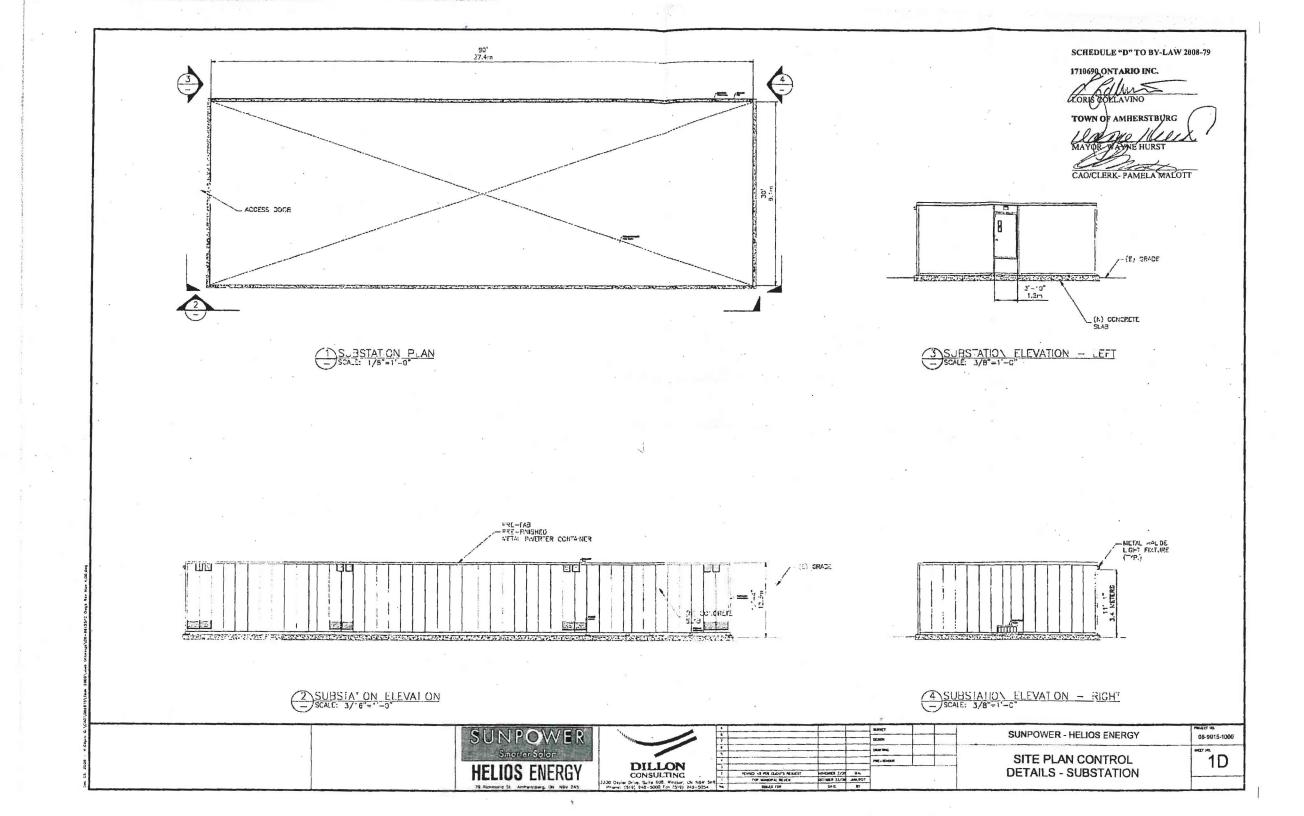


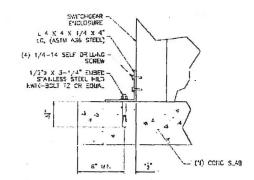




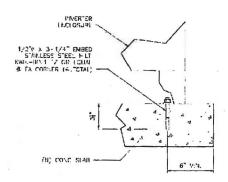








SWITCHGEAR ANCHORAGE

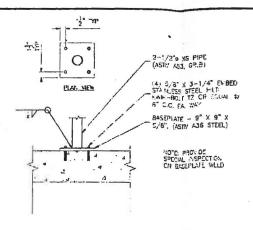


INVERTER ANC-ORAGE

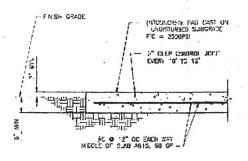
LOTES:

CONCRETE: CONSTRUCTION SHALL BE IM ADCORDANCE WITH LATEST EDITION OF ACT 318 ALL REDIFFORMED STEEL SHALL BE DEFORMED BARS COMPORABLE TO ASTLM, A-0-5 GRACE GO. ALL CONCRETE SHALL BE FOOD. COLORETE COMPORTION TO ASTLM, C-33. COMPORTE SHALL DEVELOP A 0500 PLSM. COMPRESS VI. STRENGTH AT 28 DBPS.

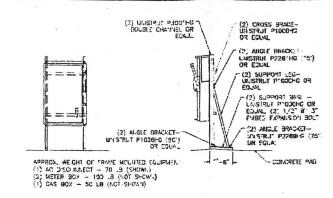
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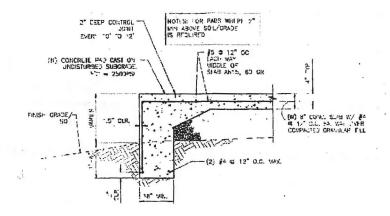
FENCE POST DETAIL



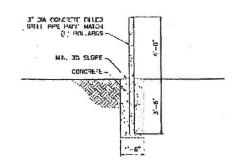
5 PAD SECTION + FLAT SITE CONDITION



S-50 SCA.E: /2 - -0



6 PAS SECTION - HILLY STE CONDITION



SCHEDULE "E" TO BY-LAW 2008-79

1710690 QNTARIO INC.

LORIS GOLLAVINO

TOWN OF AMHERSTBURG

MAYOR-WAYNE HURST

CAO/CLERK-PAMELA MALOTT

BOLLARD FOUNDATION SECTION



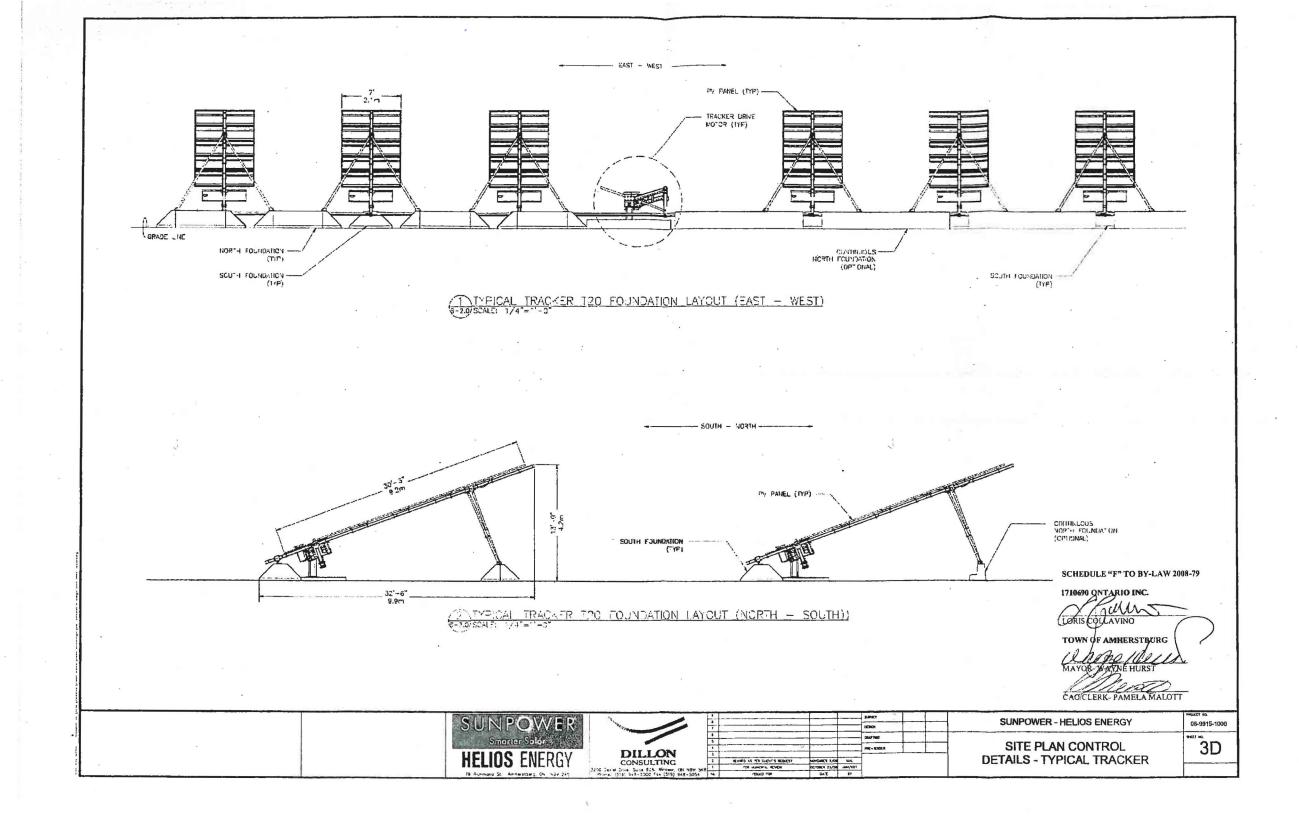


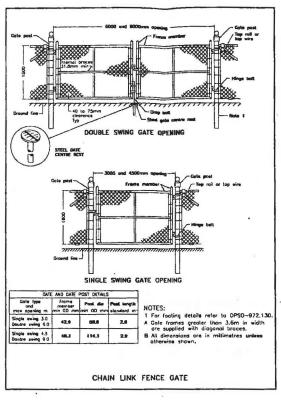
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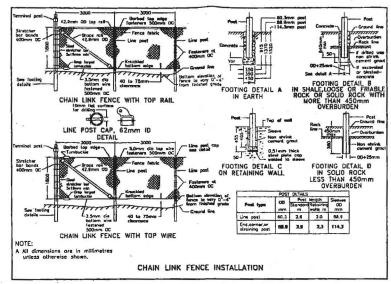
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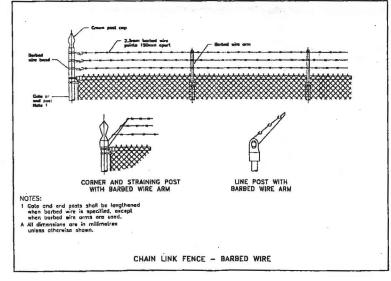
SUNPOWER - HELIOS ENERGY

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SCHEDULE "G" TO BY-LAW 2008-79

1710690 ONTARIO INC.

TOWN OF AMBEDITATION

MAYOR WAYNE HURST

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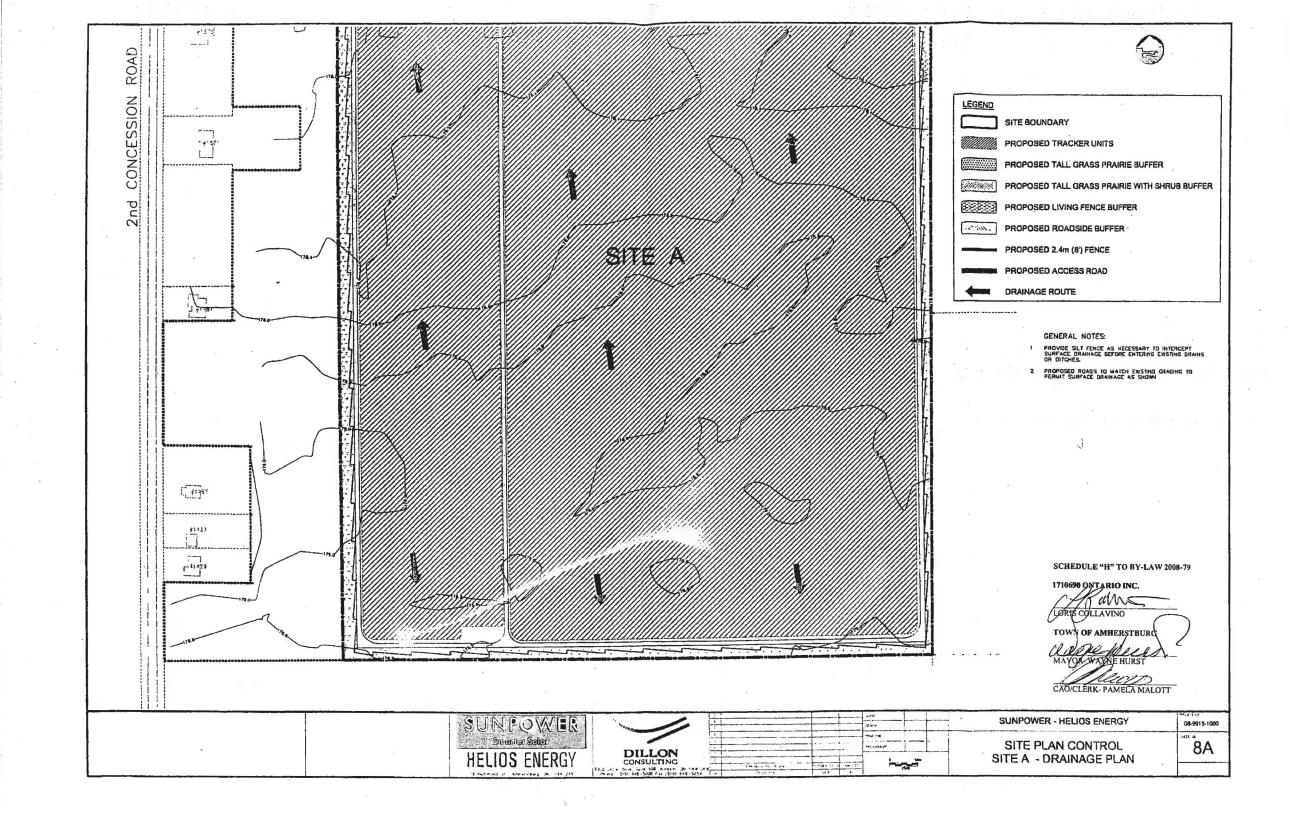


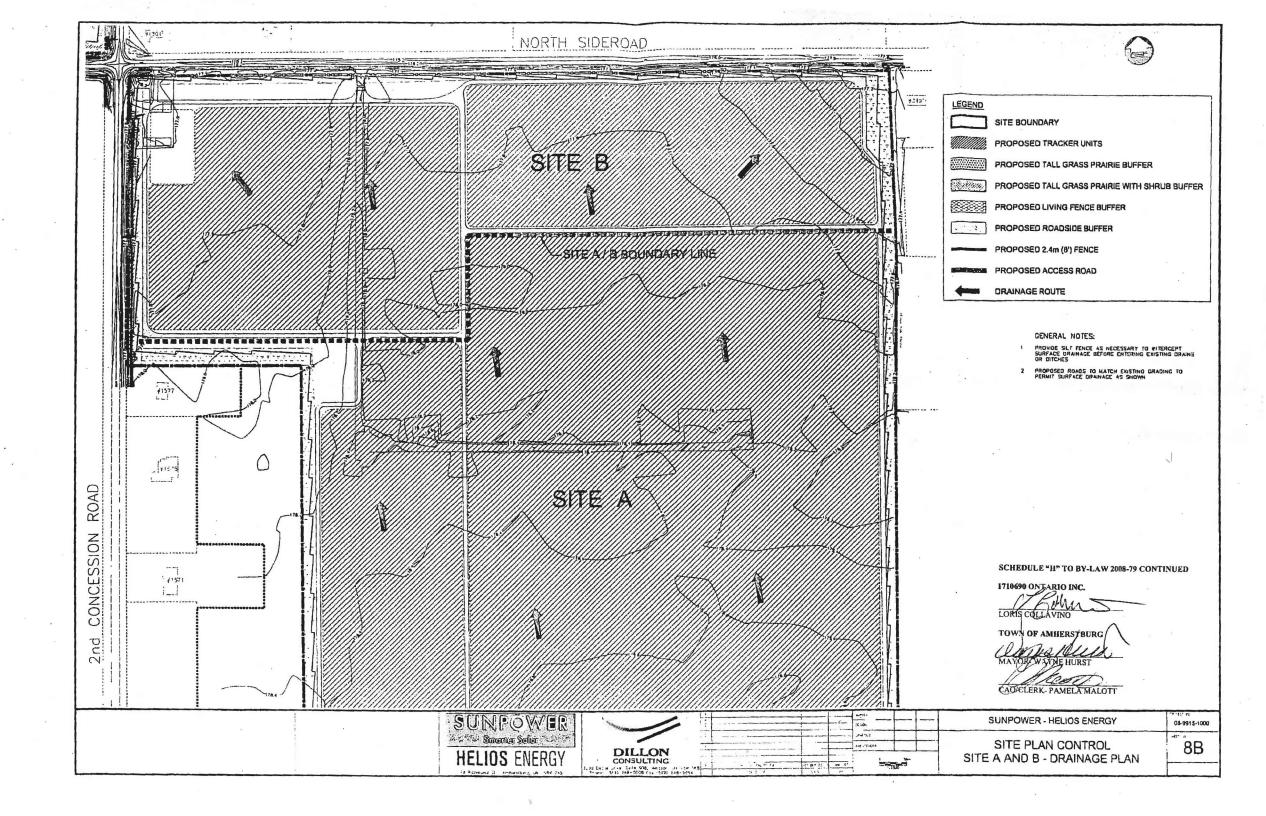
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SUNPOWER - HELIOS ENERGY

08-9915-1000 4D





SCHEDULE "I" TO BY-LAW 2008-79

1710690 ONTARIO INC.

Sunpower Helios Energy Stormwater Management Report Town of Amhestburg County of Essex

Final Report

October 2008

08-9915-1000

Submitted By

Dillon Consulting Limited
3200 Dezial Drive, Suite 808
Windsor, Ontario NBW 5K8
Telephone: (519) 948-5000
Facsimile: (519) 948-5054
E-mail: windsor@dillon.ca



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1.0 INTRODUCTION

Solar farm developments are proposed on three vacant parcels of land totalling 193.96 hectares in size. A location map for the 3 sites is shown in Figure 1.0. The three sites (Site A, Site B, and Site C) are shown in Figures 2.0, 3.0, and 4.0, and are located in the Town of Amherstburg, within the County of Essex.

1.1 Topography

Site A

Site A is located near the southeast corner of North Side Road and Concession 2 North. The total site area is 38.7 hectares.

The site is relatively flat, with a gradual slope from south to north towards North Side Road. An existing ditch on the south side of North Side Road conveys runoff to River Canard.

Site B

Site B is bounded by Concession 2 North to the east, North Side Road to the south, and River Canard to the northwest. The Essex Terminal Railway extends through the site from south to north.

The total site area is 93.6 hectares. The majority of the site (80.7 Ha) is at the northwest corner of the North Side Road and Concession 2 North intersection. A small portion of Site B (12.9 Ha) is located at the southeast corner of the same intersection, adjacent to Site A.

The site is relatively flat with a gradual slope to the northwest, towards River Canard.

Site C

The site is located on the east side of 3rd Concession North, north of Alma Street. The total site

area is 61.6 hectares.

The site is relatively flat, generally sloping from the north east to the south west towards an open drain that runs west across the southern part of the property.

1.2 Soil Conditions

A geotechnical investigation was completed on all three of the proposed sites. A total of 28 boreholes were drilled in March 2008. In general, the soils consist of a layer of topsoil, ranging from 240mm to 610mm in thickness, overlaying a thick layer of firm to very stiff silty clay till. (See Appendix A for the Geotechnical Summary Letter).

1.3 Drainage

Presently, runoff generated from each site is conveyed overland following the contours of the terrain and is intercepted by shallow swales running toward local drains or ditches. Ultimately, Sites A and B flow into River Canard, while Site C flows into Lake Erie.

2.0 PHYSICAL LAND ALTERATIONS RESULTING FROM DEVELOPMENT

In general, the proposed development will not alter the existing site grades. The solar panels will be installed in rows, placed on site creating little if any impact on the overall drainage patterns of the various sites. Each panel will be mounted on two concrete footing bases. The area of the two bases for each panel total 3.87 m². The panels will be elevated with native ground cover in and around the panel. See Figures 5.0 and 6.0 for details of the panels and the bases.

Rain water will land on the solar collector panels and runoff directly onto the ground below the individual panels. Minimal erosion is anticipated beneath each solar panel. However, the overall effects of the runoff generated from the various solar panels within the watershed will be minimal as the proposed site ground cover, comprised of dense grasses, will enhance the infiltration characteristics of the soil as compared to current conventional agricultural practices.

In addition to the panels and bases, each site will have the following site features:

- One 15m x 9m concrete pad accommodating the switchgear, meter pad and building,
- One 9m x 3m concrete equipment pad associated with each of the 335 solar panels.
- One control box associated with each of the 8 solar panels.
- Existing gravel road network will be altered and enhanced to facilitate vehicle movement around each site.
- A staging area for use during construction that may remain a gravel surface.

3.0 STORMWATER ASSESSMENT

A summary and assessment of the various impacts associated with the installation of the solar panels and associated equipment for each site is as follows:

Site A

Number of Panels	3641
Total Panel Base Area (3.87m ² / panel)	1.41 Ha
Number of Equipment Pads	11
Total Area of Concrete Equipment Pads (27.87m ² / pad)	0.031 На
Number of Control Boxes	408
Total Area of Control Boxes (7.43m ² / box)	0.303 На
Switchgear and Meter	
Total Area of Switchgear and Meter (250.80m ² / box)	0.025 На
Gravel Road Area	1.06 Ha
Gravel Staging Area	0.36 На
T + 1 C' + / A > 20 70 II-	

Total Site Area (A_t) = 38.70 Ha Total Equipment Area (A_c) = 1.75 Ha

Total Gravel Area (Ag) = 1.42 Ha

Using the Rational Method, the increase in impervious area will be analysed. The Rational Method C Factor is a weighted coefficient that provides an indication of the overall imperviousness of a site.

The existing sites have been used for farming. The ground cover is a tilled field that, depending on the time of year, may have planted crops or be barren. A C Factor of 0.40 is typically used for agricultural fields in the area. The proposed ground cover is a natural prairie grass, growing up to 600mm in height. Although runoff from the proposed ground cover is expected to be slower, with a potential for greater infiltration a conservative C Factor value of 0.40 has been used. Gravel areas have a C factor of 0.60, and all impervious surfaces have a C factor of 0.95.

$$C = \frac{\left[(A_e x 0.95) + (A_g x 0.60) + ((A_t - A_e - A_g) x 0.40) \right]}{A_t}$$

Using this formula, the existing and proposed C factors were calculated.

Existing C Factor = 0.40

Proposed C Factor = 0.43

The same approach is used for the two (2) remaining sites:

Site B

Number of Panels	3657
Total Panel Base Area (3.87m² / panel)	1.41 Ha
Number of Equipment Pads	10
Total Area of Concrete Equipment Pads (27.87m ² / pad)	0.028 Ha
Number of Control Boxes	422
Total Area of Control Boxes (7.43m ² / box)	0.314 На
Switchgear and Meter	1
Total Area of Switchgear and Meter (250.80m ² / box)	0.025 На
Gravel Road Area	2.74 На

Gravel Staging Area......0.28 Ha

Total Site Area (A_t) = 93.64 Ha

↑ Total Equipment Area (A_e) = 1.73 Ha

Total Gravel Area $(A_g) = 3.02 \text{ Ha}$

Existing C Factor = 0.40

Proposed C Factor = 0.42

Site C

·	
Number of Panels	5000
Total Panel Base Area (3.87m² / panel)	1.94 Ha
Number of Equipment Pads	15
Total Area of Concrete Equipment Pads (27.87m ² / pad)	0.042 Ha
Number of Control Boxes	626
Total Area of Control Boxes (7.43m ² / box)	0.46 На
Switchgear and Meter	1
Total Area of Switchgear and Meter (250.80m ² / box)	0.025 Ha
Gravel Road Area.	1.53 На
Gravel Staging Area.	0.20 Ha

Total Site Area (A_t) = 61.62 Ha Total Equipment Area (A_e) = 2.47 Ha Total Gravel Area (A_g) = 1.73 Ha

Existing C Factor = 0.40

Proposed C Factor = 0.43

In general, the total area of all three sites is 193.96 Ha. A total of 6.02 Ha is being converted to concrete, or 3.1% of the overall land area. This should not have an adverse impact to the sites, the downstream swales and ditches, or the eventual outlets.

The grading of the new roads should follow the existing topography to permit overland drainage. Any alteration of existing drainage patterns will be addressed during and post construction. The sites will be monitored to ensure that existing overland drainage routes are maintained.

Due to the relatively flat nature of the majority of the sites, some water ponding may presently occur. However, given the nature of the proposed development, localized short duration ponding will not adversely affect the site.

4.0 STORMWATER POLLUTION

As the sites are not expected to generate any local pollution, no on-site pollution abatement controls are proposed on the sites. The extensive use of surface drainage allows for runoff peak flow attenuation and allows removal of suspended solids during flow over grassed areas.

5.0 CONSTRUCTION PERIOD MEASURES

To minimize the potential for impairment of the quality of receiving waters during construction, an erosion abatement control plan will be implemented during construction. The plan will consist of the following:

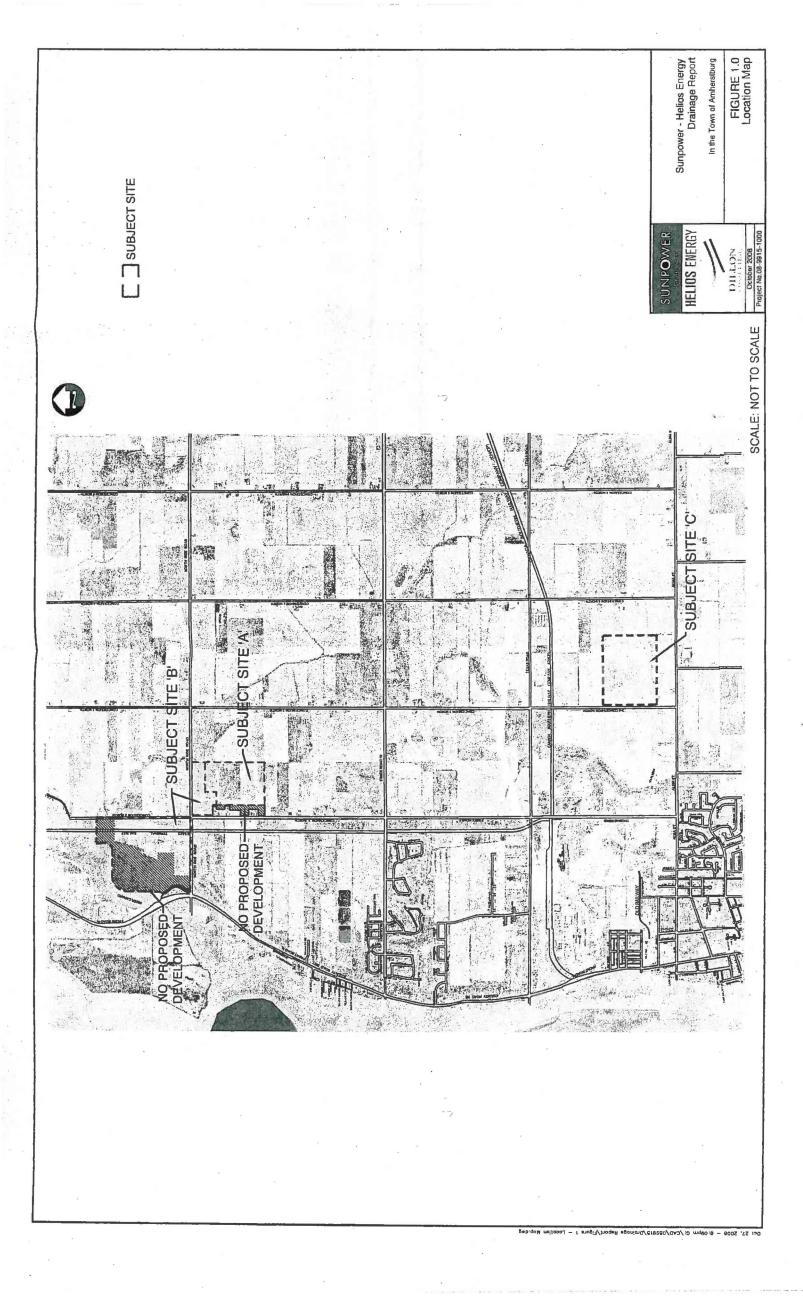
- Straw bale barriers and/or filter cloth barriers will be installed in existing swales, drains, or at critical downstream flow points to intercept suspended solids carried by overland flow and to prevent the runoff from directly entering existing watercourses.
- ii) Topsoil will be stripped only from areas necessary for installation of concrete pads, services and construction of roads.

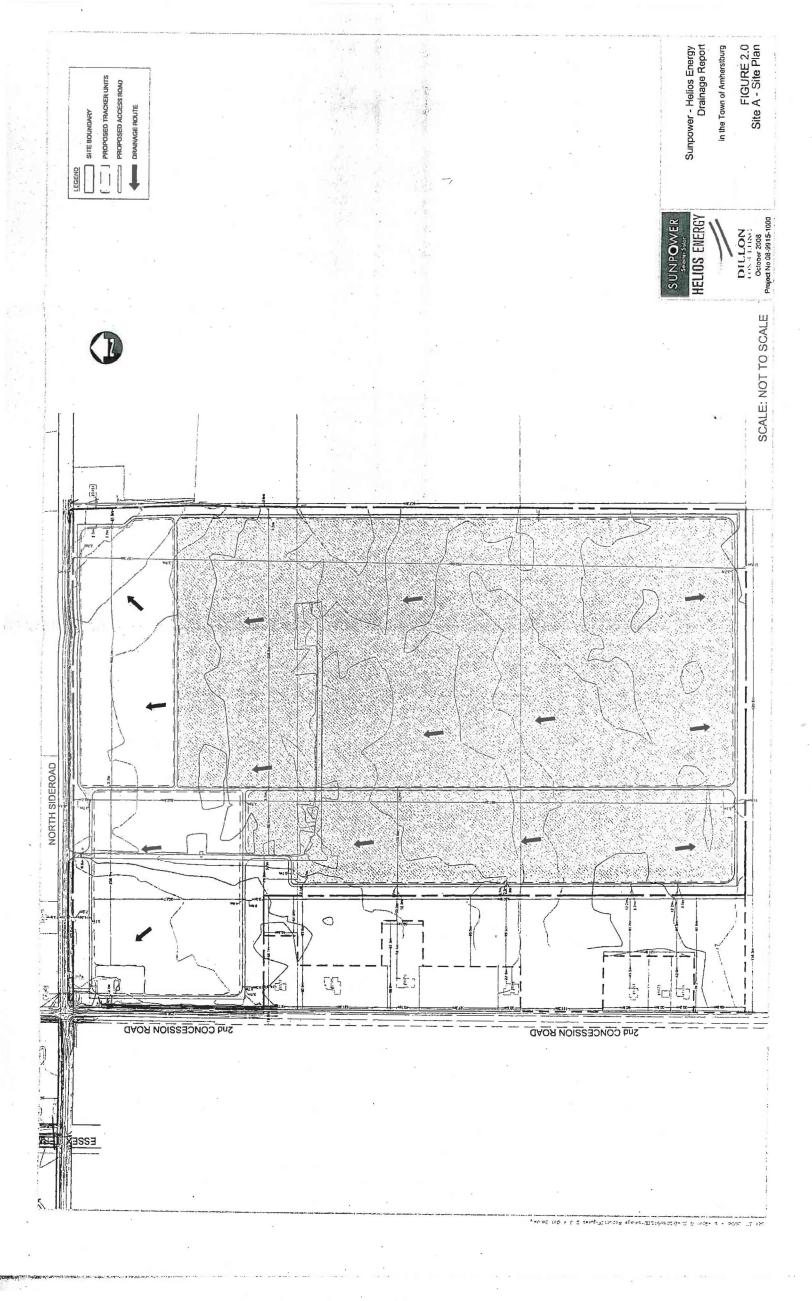
6.0 SUMMARY

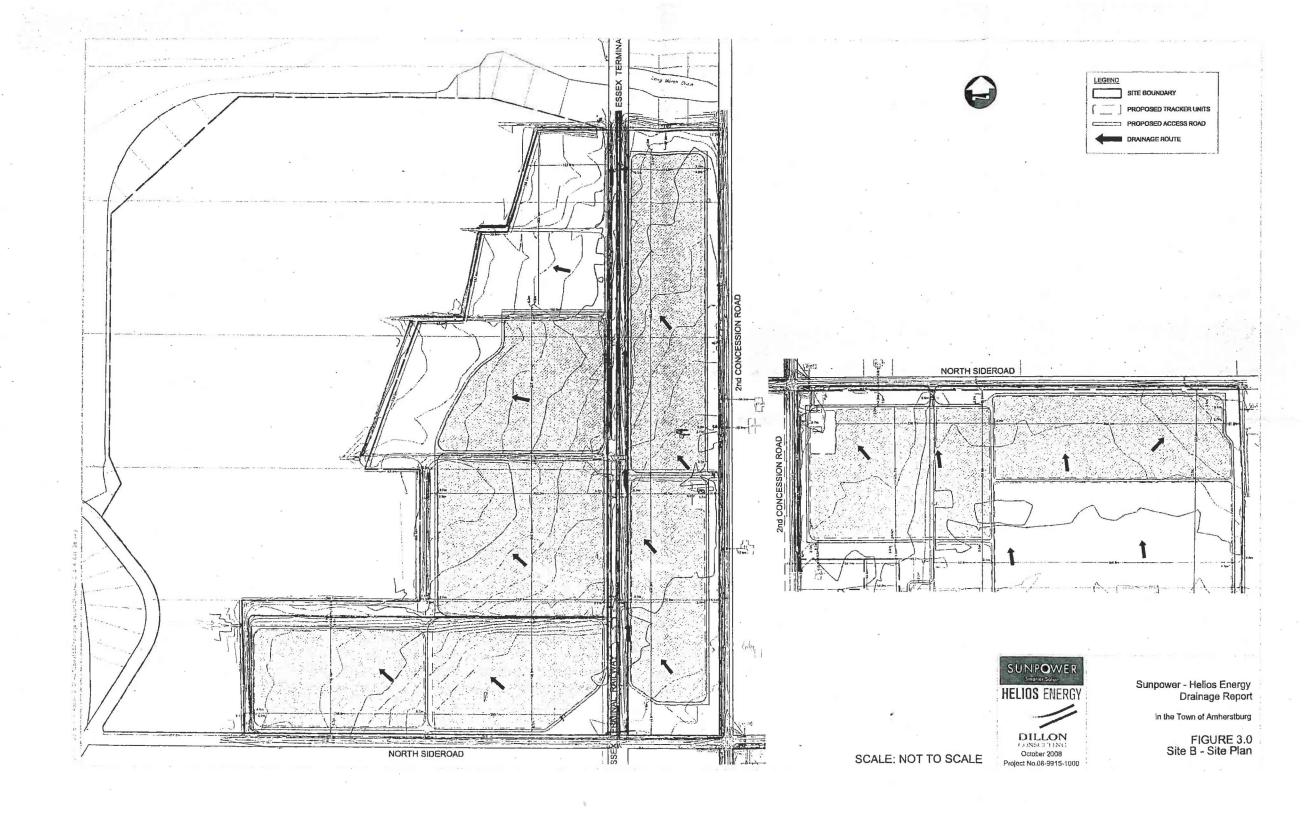
Changes to existing topography and imperviousness are minimal, thus no storm water quantity controls are proposed. Once the site has been fully restored, the total runoff from the site may be

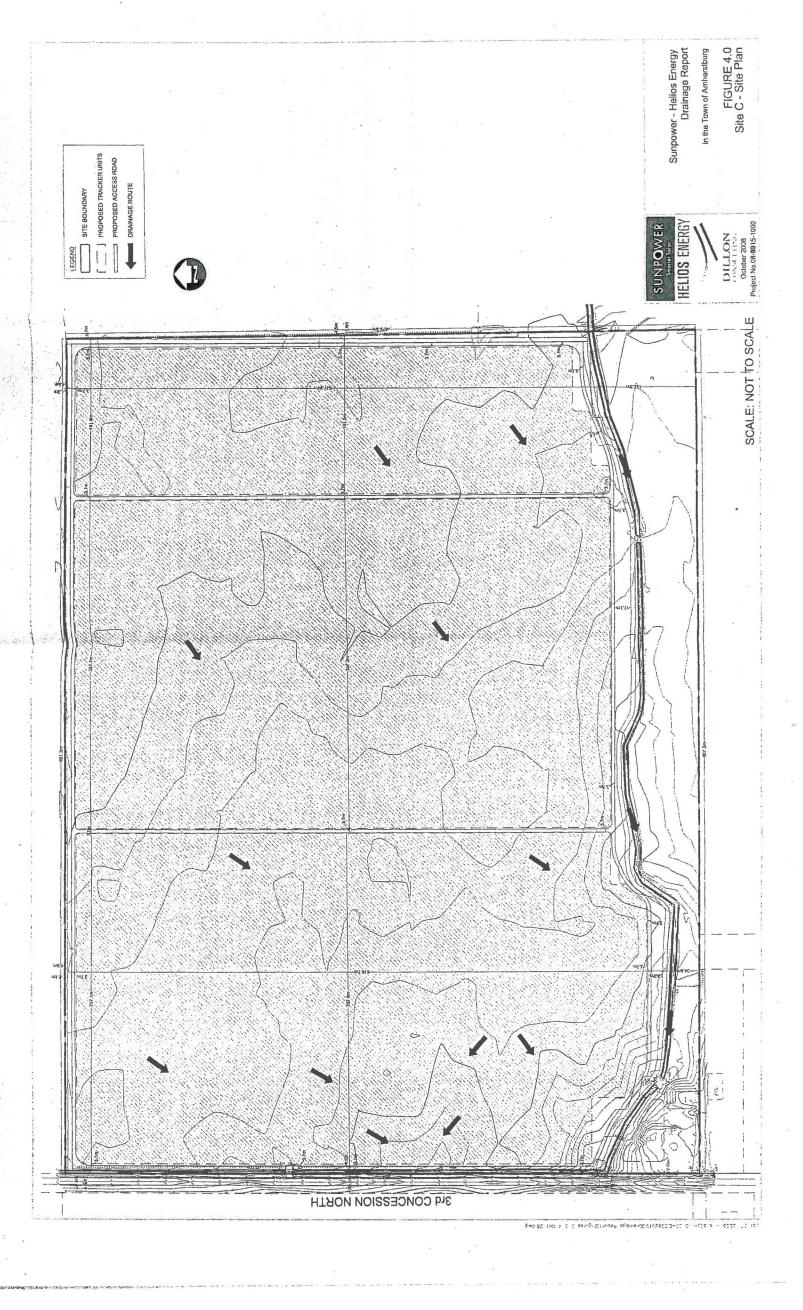
reduced due to the proposed dense grass coverage. To satisfy the requirements of stormwater management for this development, it is proposed to implement qualitative protection measures during construction only. Once the grass planting and restoration have germinated, the water quality protection measures may be removed.

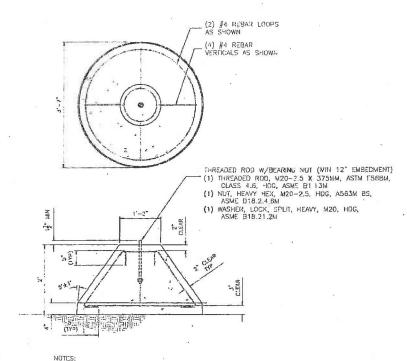
Chris Patten, P. Eng. Project Engineer





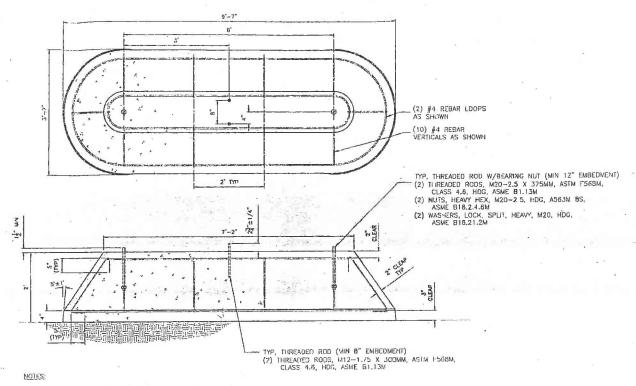






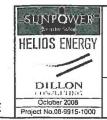
1. SEE STRUCTURAL NOTES (\$1.0) FOR CONCRETE SPECS.

1) T20 TRACKER CAST-IN-PLACE SOUTH FOUNDATION



1. SEE STRUCIURAL NOTES (5-00) FOR CONCRETE SPECS.

(2) T20 TRACKER CAST-IN-PLACE NORTH FOUNDATION

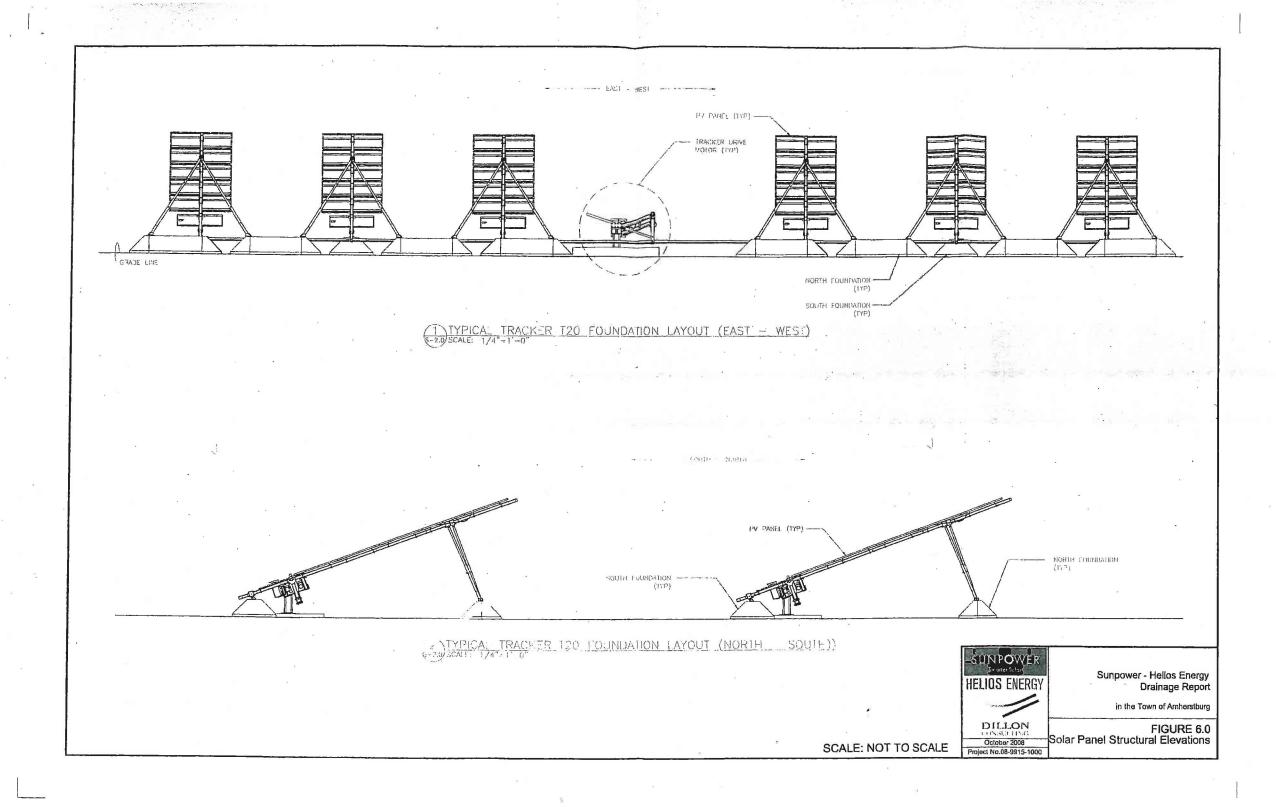


Sunpower - Helios Energy Drainage Report

in the Town of Amherstburg

FIGURE 5.0 Solar Panel Foundation Details

SCALE: NOT TO SCALE



APPENDIX 'A'

GEOTECHNICAL SUMMARY LETTER

Golder Associates Ltd.

2465 McDougall Street, Suite 100 Windsor, Ontario, Canada N8X 3N9 Telephone 519-250-3733 Fax 519-250-6452



April 11, 2007

07-1140-0248

SunPower Corporation Systems 700 South Clinton Avenue Trenton, New Jersey 08611

Attention: Mr. David Eisenbub

RE: GEOTECHNICAL INVESTIGATION THREE DEVELOPMENT SITES

TOWN OF AMHERSTBURG, ONTARIO

Dear Sirs:

Golder Assoicates Ltd. carried out a geotechnical investigation on three sites proposed for development by SunPower Corporation in the Town of Ahmerstburg, Ontario. Two of the sites are located near the intersection of Northside Road and 2nd Concession Road and one near the intersection of Alma Street and 3rd Concession Road (Fox Road). The sites vary in size from about 45 to 60 hectares (110 to 150 acres).

Twenty eight (28) boreholes were advanced at the three sites in early March 2008. The subsurface conditions encountered in the boreholes at each of the sites were similar, generally consisting of topsoil overlying an extensive deposit of firm to very stiff silty clay till to the depths investigated.

Based on the results of the investigation, the subsurface soil conditions appear appropriate to support development of the type proposed for this site.

We trust this letter is sufficient for the present purpose. Should you have any questions regarding this letter, do not hesistate to contact this office.

Yours truly,

GOLDER ASSOCIATES LTD.

James L Rodger, P. Eng.

Principal

JDR/BG:sm

NEACTIVE 2007/1146-0286/07-1146-0248 SUNPOWER SITES ABURG/OOCUMEN (\$.641108-LET-EISENBUB-SM.DOC





DILLON

December 5, 2008

Corporation of the Town of Amherstburg 271 Sandwich St. South Amherstburg, Ontario N9V 2A5

Attention:

Ms. Lory Bratt

and

Mr. Dwayne Grondin

Coordinator of Developmental Services

Planning Coordinator

Stormwater Management Helios Solar Star H-1 Sites 'A', 'B' and 'C' Town of Amherstburg

Dear Ms. Bratt and Mr. Grondin:

On behalf of our client, Helios Solarstar H-1 Company LP, the following stormwater measures will be implemented during and post construction for the three properties in the Town of Amherstburg.

- During construction, stormwater Best Management Practices including silt fences
 and straw bales will be used to limit sediment from entering into adjacent
 roadside ditches and drains. Where feasible, perimeter swales will be installed
 prior to construction to direct site runoff to point source outlets to the existing
 drains. The outlets will include sediment forebays and rock weirs to permit
 settlement of sediment and particles prior to discharge;
- The sediment control measure will be monitored regularly during construction and repaired or bolstered as required; and
- The perimeter ditches will be seeded for use as permanent site drainage systems. The swales and outlets will be reviewed and cleaned following construction to ensure their continued functionality.

The Owner will work with the Town of Amherstburg and the Essex Region Conservation Authority to provide construction and post construction measures will be satisfactory to both.

1513 PCR-0054

Corporation of the Town of Amherstburg Page 2 December 5, 2008

Should you require further details regarding this request, please contact the undersigned.

Yours sincerely,

DILLON CONSULTING LIMITED

Chris Patten, P.Eng. Project Engineer

cc:

Mr. Tim Byrne

- Essex Region Conservation Authority

Mr. D. Eisenbud

- SunPower Corp.

Mr. D. Anderson

- Helios

Mr. G. Brandt

- Sunpower Corp.

CDP:dt