



The Corporation of Loyalist Township
P.O. Box 70, 263 Main Street Odessa, ON K0H 2H0

t: 613-386-7351 f: 613-386-3833 www.loyalist.ca

November 2, 2016

Algonquin Power Co.
354 Davis Road
Oakville, ON
L6J 2X1

Attn: Sean Fairfield, Director, Project Planning and Permitting

Dear Sean:

Re: Application for Entrance Permit at 5485-5493 Highway 33, Bath

Please find enclosed a letter outlining Loyalist Township's conditions with respect to your application for an entrance permit. If these terms are acceptable to you, we request that you or an officer with authority to bind the corporation, sign and date the letter where indicated, and return it to our office at your earliest convenience.

Upon receipt of the signed letter, we will have it executed by an officer of Loyalist Township and will return a signed copy to you.

Should you wish to discuss these terms, please contact the undersigned at 613-386-7351, ext. 117, or dmacpherson@loyalist.ca.

Yours truly,

David MacPherson, C.E.T.
Public Works Manager
DM/ka



The Corporation of Loyalist Township
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October 31, 2016

Algonquin Power Co.
354 Davis Road
Oakville, ON
L6J 2X1

Attn: Sean Fairfield, Director, Project Planning and Permitting

Dear Sean:

This letter will confirm that Algonquin Power Co. ("Algonquin Power") have requested and obtained an entrance permit from the Ministry of Transportation ("MTO") for 5485-5493 Highway 33, Bath, Ontario, ("the Lands"). This entrance permit allows Algonquin Power to access the Lands for purposes of constructing and using an entrance only.

Loyalist Township ("the Township") hereby grants Algonquin Power non-exclusive permission to access the Lands for the purpose of constructing and using an entrance only, subject to the following conditions:

- Algonquin Power shall only construct such work on the Lands as is approved by the MTO and which is permitted specifically by the MTO in Entrance Permit Number EN-2016-43S-12.
- Algonquin Power shall provide to the Township the expected commencement date of the construction work, which date shall be acceptable to the Township in its sole discretion, and shall not commence any work without the prior approval of the Township.
- Once work has commenced, Algonquin Power shall complete all work within thirty (30) days.
- Algonquin Power shall obtain and have in force for the term of this agreement, a comprehensive policy of public liability and property damage insurance acceptable to the Township, that provides insurance coverage in respect of any one occurrence to the limit of at least five million dollars (\$5,000,000.00) exclusive of interest and costs, against loss or damage resulting from bodily injury to, or death of, one or more persons; and loss of, or damage to, property. The policy shall name the Township as a named insured.
- The policy of insurance shall provide coverage against all claims for all damage or injury including death to any person or persons or damage to any property of the Township or any other public or private property resulting from or arising out of any act or omission on the part of Algonquin Power or any of its servants or agents during the construction, use or maintenance of the entrance works. The issuance of a policy of insurance shall not be construed as relieving Algonquin Power from responsibility for other or larger claims, if any, for which the Township may be held responsible.

- Algonquin Power shall be solely responsible for all costs associated with its access to the Lands and all construction conducted on the Lands pursuant to the permission granted by the Township.
- Algonquin Power shall indemnify the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise from the actions of Algonquin Power and not caused by the negligent acts of the Township, its employees, servants, and agents.
- The Township may revoke its permission to access its property at any time upon providing thirty (30) days notice to Algonquin Power. Upon receipt of a notice of termination, Algonquin Power shall remove the entrance at its sole cost, if requested to do so by the Township.

Please confirm your acceptance of these terms by signing this letter.

Yours truly,



David MacPherson, C.E.T.
Public Works Manager
DM/ka

For Algonquin Power Co.

For Loyalist Township

I have the authority to bind the
corporation.

I have the authority to bind the
corporation.

Date

Date