

# Saskatchewan Environmental Society

## Renewable Energy Toolkit:

### A Guide for Renewable Energy Co-operatives' Development and Success in Saskatchewan

[www.environmentalsociety.ca](http://www.environmentalsociety.ca)

[www.sesolarcoop.ca](http://www.sesolarcoop.ca)

December, 2015

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Welcome to the Renewable Energy Toolkit: A Guide for Renewable Energy Co-operatives' Success and Development in Saskatchewan! If you are looking for something specific in this guide, use Ctrl+F to search the document. You can also use the Table of Contents to navigate through the document. To use the Table of Contents, click on the topic you would like to navigate to.

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## Overview

The [Saskatchewan Environmental Society](#), a registered charity, created the SES Solar Co-operative. The SES Solar Co-operative Ltd. is the first co-op of its kind in Saskatchewan. Based out of Saskatoon, the SES Solar Co-operative Ltd. carefully developed a legal structure, a set of bylaws, and a business model that can be followed – and modified as needed – by future renewable power co-operatives. The SES Solar Co-operative Ltd.'s goal is to ultimately see dozens of renewable power co-operatives across our province. This is where you come in! This twenty-two page toolkit (with additional appendices) was designed with you in mind, to help you develop and successfully maintain a renewable energy co-operative in Saskatchewan.

To discover more information on the SES Solar Co-operative Ltd., please refer to the **FAQs for SES Solar Co-operative Ltd.** section or visit <http://www.sesolarcoop.ca>.

### What is a co-op?

A co-operative is an organization owned by the members. [The Co-operatives Act, 1996](#) classifies the SES Solar Co-operative Ltd. to be a consumers' co-operative. This means that SES Solar Co-operative Ltd. members use the services offered by the co-op to obtain better rates on and access to solar energy. Co-ops value self-help, self-responsibility, democracy, equality, equity, solidarity, honesty, openness, caring for others, and social responsibility.

Co-ops have 7 core principles:

1. Voluntary and open membership
2. Democratic member control
3. Member economic participation
4. Autonomy and independence
5. Education, training, and information
6. Co-operation among co-operatives
7. Concern for community

Visit <http://canada.coop/> to learn more about different types of co-ops in Canada.

### What is the difference between a co-operative and any other business?

- **Co-operatives are owned and operated by local residents that are members of the co-op.** Co-op owners are concerned with community development and well-being. Other businesses are owned by investors who may never actually go to the community where the business is located.
- **Co-operatives are formed to provide a service to its members.** Other businesses are formed to meet the main goal of making a profit.
- **Co-operatives are democratically controlled.** Each co-op member gets one vote. Other businesses are controlled by investors, where a higher investment means a higher influence on decision making (i.e. those with more money have more power).

- Co-operatives' profits are returned to the community and co-op members who reside in the community. Sometimes profits are reinvested in the co-op to improve it. Other businesses' profits go to the owners and investors, people who may not live in the community, or who may not have ever benefited from the services or goods other than to make a profit.

Visit [www.sask.coop](http://www.sask.coop) to learn more about the benefits of the co-operative model.

### **Why choose the co-op model?**

Co-ops are an important part of the Saskatchewan economy. There is a large history of co-ops within the SES Solar Co-operative Ltd.'s founders and Board of Directors. The Saskatchewan Environmental Society decided to use a co-op model for the SES Solar Co-operative Ltd. because municipal and provincial leadership in the renewable energy sector was poorly developed.

Renewable energy co-operatives have had great success in Germany, Denmark, and Ontario, and encourage citizens to be involved with renewable energy management in their communities. Co-operatives provide a democratic model for decision making, meaning there is no discrimination between those that own one share and those that own more than one share. Regardless of the number of shares owned, each co-op member gets one vote. This democratic makeup allows all co-op members to be equally involved in decision making.

Before choosing to use the co-op model, the Saskatchewan Environmental Society had to determine if they would be able to attract enough co-op members, with the price to join the SES Solar Co-operative Ltd. being set at \$1,000. Remember, co-operatives are formed to provide a service to its members. Co-ops are owned and operated by the members. The Saskatchewan Environmental Society decided to use the co-op model because there were enough potential members in Saskatoon and area that were interested in a solar energy co-operative.

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## Part A: Developing Your Renewable Energy Co-op

Start a renewable energy co-op using these seven steps. Each step has its own checklist of tasks for you to complete.

### 1. Pre-development

The pre-development stage is the time to identify others that have the same interests and goals as you. You will need to start building the foundation of the renewable energy co-operative by assessing the current situation.

Tasks to complete:

- Find out who is interested in a renewable energy co-operative.
- Determine the service that your community is lacking. In the case of the SES Solar Co-operative Ltd., Saskatoon was lacking an easy and affordable way for people to engage in renewable power, without significant individual investment.
- Make a list of potential resources/stakeholders that could help you launch your co-operative. Think about the professional help that may be needed (e.g. co-operative developer, business planners, accountant, legal expertise, marketing consultant, etc.)

**Note:** To find a co-operative developer in your province, go to <http://coopzone.coop/en/developers>.

- Identify the potential market that exists in your community (i.e. how many members will you be able to attract?).

### 2. Determine if a renewable energy co-op is feasible in your community

Sit down with the individuals that you found in the Pre-development stage and start establishing the co-op's structure.

Tasks to complete:

- First things first, confirm whether or not the co-op model is right for your business. Read the **What is the difference between a co-operative and any other business?** section to learn more.
- Define members' benefits (e.g. quality, price, etc.). Members' benefits are outlined on page 27 of this document in the SES Solar Co-operative Ltd.'s **Business Plan Draft**.
- Finalize the steering committee (i.e. a temporary Board of Directors, including a secretary). See the **Board of Directors structure** section for guidance.
- Determine whether or not individuals who are not co-op members will be able to be involved. If so, how?

### 3. Conduct a financial study

To become incorporated, you will need money. It is time – if you haven't already – to start working on the finances of your co-op.

Tasks to complete:

- ❑ Complete a business plan. Include projected revenues and expenditures, investments by members, partners, loans, grants, etc. View the **Business Plan Draft** and the **Financial Forecast Tool** to help guide you.
- ❑ Devise a marketing plan for sale of co-op memberships. To learn how the Saskatchewan Environmental Society raised over \$100,000, please visit [https://www.indiegogo.com/projects/saskatchewan-s-first-solar-power-cooperative#](https://www.indiegogo.com/projects/saskatchewan-s-first-solar-power-cooperative#/) or see the **Marketing** section.
- ❑ Determine the financial resources you will need to start your co-op. Take a look at your business plan and make a budget. Do not forget to include legal fees, as the costs from legal assistance can add up quickly. Hopefully this toolkit will help you alleviate some of those legal fees. Next, assess how you will use your membership fee revenue to finance your first solar installation. If you do not have enough membership revenue to pay for your first renewable energy project, decide where the remaining finances will come from. Consider options such as applying for a loan or a line of credit until you build your membership base.
- ❑ Apply for grants, if you wish.
- ❑ Start seeking memberships, which will form the base of the co-op's funding for renewable energy development.

Begin financing your co-op by spending revenue instead of debt. View the TREC Renewable Energy Co-operative's [Community Power Toolkit](#) to help you understand the financial picture of a renewable energy co-op.

**Note:** TREC Renewable Energy Co-operative is operated in Ontario. Consequently, there will be some content in the Community Power Toolkit that does not apply to Saskatchewan co-operatives. For example, Saskatchewan does not have a feed-in tariff.

- SaskPower offers a [Net Metering Program](#). SaskPower's [Net Metering Rebate](#) offers a one-time rebate that is equivalent to 20% of eligible costs to a maximum payment of \$20,000 for an approved and [environmentally preferred](#) project. View sample applications at <http://www.saskpower.com/efficiency-programs-and-tips/generate-your-own-power/self-generation-programs/net-metering-program/net-metering-rebate/>.

**Note:** Due to the nature of the SaskPower Net Metering Program, the SES Solar Co-operative Ltd. is required to include a confirmation letter from the electrical service customer where the PV solar system is situated, indicating that the SaskPower Net Metering Rebate will go to the owner of the equipment (i.e. the SES Solar Co-operative Ltd.) rather than to the owner of the building or installation site.

- Bullfrog Power is a generous supporter of the SES Solar Co-operative Ltd. To get connected with them, call their customer service line at 1-877-360-3464. They also have a contact form at <https://www.bullfrogpower.com/contact-us/>. Let them know about

your project. Bullfrog Power's goals are likely similar to yours, and they can help you reach those visions.

- Environment Canada offers the EcoAction Community Funding Program. View how to apply and eligibility criteria for the EcoAction Community Funding Program at <http://www.ec.gc.ca/ecoaction/>.

#### 4. Governance, structure, and incorporation

This phase is all about ironing out details as they relate to your co-op. You will find a variety of helpful documents in the **Appendices**. This toolkit is designed to help reduce legal fees for any developing renewable energy co-operatives. However, this toolkit is not equivalent to legal advice. Consider hiring a lawyer to ensure due diligence throughout this phase of your renewable energy co-operative's development.

Task to complete:

- Complete your by-laws. Generally, by-laws include member qualifications and the roles of members, directors, and officers. If you are unsure what by-laws entail, you may want to consider hiring a lawyer. Co-op developers at the [Saskatchewan Co-operative Association](#) are a useful resource for by-laws composition. The Saskatchewan Co-operative Association provides helpful guidance at no cost. View the **SES Solar Co-operative Ltd. By-Laws** for an example of by-laws. The **Guidelines for Co-operative By-laws** section is another resource you can use.

Content to be included in your by-laws:

- Determine how many board members you want on the Board of Directors. According to [The Co-operatives Act](#), there must be at least five directors.
- Figure out the composition of the Board of Directors. Are directors required to be members? How will board members be elected?
- Indicate how members can join the co-op. Do they need to purchase a membership? Will their membership ever expire?
- Develop a process for members and directors to be removed if necessary.  
**Note:** After your by-laws have been approved, the fee to amend a by-law is \$20.77, according to *The Co-operatives Act, 1996*.

Additional tasks to complete:

- Become incorporated. See the **Becoming incorporated** section to learn more.
- Clear your business plan with the Securities Division. To learn more about what the Securities Division does and how it will affect your co-op, please see the **Securities Division** section.
- Decide whether or not you want to develop subcommittees. Check out the **Subcommittees** section to take a look at what the SES Solar Co-operative Ltd. did.

See also: **Governance**

#### 4a. Information Services Corporation

[Information Services Corporation \(ISC\)](#) is the agency where your co-op will need to register as a co-operative in Saskatchewan. ISC is responsible for the development, management, and administration of registries, geographic information, and access to government services for people and business.

The ISC website has over a dozen forms and other resources for you to view and/or download. Forms and resources needed for incorporation include:

- [The Co-operatives Act, 1996 Incorporation Kit](#)
- [Form A – Articles of Incorporation](#)
- [Form B – Consent to Act as a First Director](#)
- [Request for Name Availability Search and Reservation](#)
- [General Requirements](#)

Following incorporation and a special membership meeting, the SES Solar Co-operative Ltd. was required to submit the following forms:

- [Form C – Notice of Change of Directors](#)
- [Form D – Articles of Amendment](#)

Additional co-operative forms and resources can be found on the ISC website at <https://www.isc.ca/CorporateRegistry/form/Pages/Co-operativesActForms.aspx>.

#### 4b. Becoming incorporated

Your co-op needs to have six people in order to apply for incorporation. [The Co-operatives Act, 1996 Incorporation Kit](#) is a useful resource, as it contains essential information and forms for becoming incorporated. The forms and fees required for incorporation can be sent as one incorporation package. Include duplicates of all forms.

To become incorporated in Saskatchewan, you must complete the following tasks:

- Pick a name for your co-op. You can search for availability using the [Request for Name Availability Search and Reservation](#) form.
- Complete the [Notice of Registered Office](#) form and submit it to the Corporate Registry.
- Complete your Articles of Incorporation and submit them to the Corporate Registry. View and download [Form A](#).
- Download and complete [Form B](#). Submit Form B to the Corporate Registry.
- Complete and submit your By-Laws to the [Corporate Registry](#). View the **Guidelines for Co-operative By-laws** section to get started.
- Pay your incorporation fees. For current fees, please visit the ISC's [online fee schedule](#).

**Note:** You can view and download additional forms by visiting the **Information Services Corporation** section or by going online [here](#).

Once your request for incorporation has been successfully processed, your co-op will receive a Certificate of Incorporation. You will automatically receive a business number from

Canada Revenue Agency. A co-operative comes into existence on the day indicated on the Certificate of Incorporation.

The Corporate Registry can be contacted at:

Phone: 306-787-2962  
 E-mail: [corporate.registry@gov.sk.ca](mailto:corporate.registry@gov.sk.ca)  
 Fax: 306-787-8999  
 Mail: Corporate Registry  
 1301 1<sup>st</sup> Avenue  
 Regina, SK  
 S4R 8H2

**Note:** Because The SES Solar Co-operative Ltd. operates in the province of Saskatchewan, the SES Solar Co-operative Ltd. only needed to register in the province of Saskatchewan. However, to become incorporated federally, the required documents will need to be sent to Industry Canada.

#### 4c. Securities Division

The [Securities Division](#) is a division of the Financial and Consumer Affairs Authority (FCAA). It is the Securities Division's job to protect investors, the Saskatchewan economy, and the general public in the province. The Securities Division reviews documents called prospectuses by which businesses sell their securities (e.g. co-op memberships and shares) to the public.

**Be advised:** It is mandatory that the Securities Division review your co-op's business plan if you plan to exceed \$100,000 in total investments. If you exceed \$100,000 without the Securities Division's approval, your co-op will be breaking the law. Consequently, a stop trade will be issued on your renewable energy co-op at that time. Contact the Securities Division promptly after becoming incorporated. Renewable energy co-operatives are new to Saskatchewan, and it will take the Securities Division time to research and approve your application. Applications can be approved only at the Securities Division's Board of Directors' meetings, which are held once a month.

The Securities Division can be contacted at:

Phone: 306-787-5645  
 Fax: 306-787-5899  
 Mail: Securities Division  
 Financial and Consumer Affairs Authority (FCAA)  
 Suite 601, 1919 Saskatchewan Drive  
 Regina, SK  
 S5P 4H2

## 5. Get organized

Now that your co-op is established and officially incorporated, it is time to organize your association. View the ISC's [General Administrative Requirements](#) to help you act in

accordance with *The Co-operatives Act*. Take into consideration the operations, finances, training, and the legalities of your renewable energy co-op.

Tasks to complete:

- Ensure that you are continuing to follow legal requirements. Consider taxes, insurance, the Securities Division, etc. Did you hire a lawyer to help with the by-laws? You may want to consider hiring a lawyer to review the legal aspects of co-op formation.
  - Begin membership recruitment.
  - Organize and offer Board of Directors training on the administration and management of a co-operative. Consider topics such as the chairing and running of meetings.
  - Organize and offer general co-operative training for directors and members.
- Resources for co-operative training that you may find helpful include:
- o The Canadian Co-operative's development strategy (see **Canadian Co-operative Development Strategy** in the **Appendices**)
  - o [The Canadian Co-operative Association's advice on meetings, minutes, and more](#)
  - o [Meeting procedures](#)
- Recruit volunteers. Much of the development of the SES Solar Co-operative Ltd. was done by volunteers.
  - Do the operational planning for the co-op's first year of activities. Negotiate any contracts for the supply of necessary products and services. Negotiate any sales or marketing contracts. View **Request for Proposals** from Project A and **Request for Proposals** from Project B.
  - Implement an accounting system.

## 6. Have the first general meeting

Complete the following tasks at the first general meeting. When you notify members of the upcoming meeting, it may be a good idea to include an information package beforehand, especially if you are inviting them via e-mail. Include the following in the information package, along with any other documents you feel are necessary:

- Draft By-Laws
- Agenda
- Share structure
- Articles of Incorporation
- Membership update

Tasks to complete at the meeting:

- Reiterate the purpose of the co-operative.
- Introduce the interim board members.
- Introduce members of the advisory committee, if you have one.
- Update the members. Speak about by-laws, share structure, voting privileges, and dividends.

- Adopt the by-laws.
- Adopt the business plan.
- Elect the Board of Directors. See **Election of the Board of Directors** to learn more.
- Announce election results.
- Express your thanks.

See also: **Membership meetings**

## 7. Launch the business

Ensure the co-op is prepared for this step. Prepare stakeholders/resources that have the skills to help you if needed.

Tasks to complete:

- Develop a work plan with a timeline that includes the projected completion date of your first installation.
- Find a location for your installation. If the site owner is going to be a partner, you may need a Memorandum of Agreement. If you haven't already, consider forming a subcommittee that can focus their attention and time on this task.
- Find an installer. A Request for Proposals (RFP) will invite interested parties to prepare and submit competitive proposals to design and construct the desired energy system.

## Yearly duties

Once a renewable energy co-op is formed, there are certain tasks that need to be completed in order to maintain it. Remember to host an **Annual general meeting** each year, at which time an auditor will be appointed. At the end of each fiscal year, have your treasurer determine the co-op's surplus. At the end of each fiscal year, it is the SES Solar Co-operative Ltd.'s Board of Directors' job to distribute **Dividend cheques** to members. Remember to follow your co-op's by-laws at all times. If necessary, review the ISC's [General Administrative Requirements](#) to ensure you are following regulations set forth by *The Co-operatives Act*.

### 1. Financial statements

Since the SES Solar Co-operative Ltd. was formed on a membership fee basis, the SES Solar Co-operative Ltd. is required to file financial statements with the [Corporate Registry](#) each year. Financial statements must include one director's signature. Legislation requires every co-op to provide its members with financial statements prior to the annual general meeting.

A co-operative must appoint an auditor at each annual general meeting. A person is qualified to be an auditor if s/he is independent of the co-op and the directors of the co-op. S/he must be a member of a recognized accounting professional association.

### 2. Annual returns

Each year the Board of Directors will need to send in an annual return to the [Corporate Registry](#). You will be sent an annual return form approximately six weeks in advance of the

due date. After completion, the annual return can be sent back to the Corporate Registry within thirty days of the co-op's annual general meeting. The cost is \$10.39 if the annual return is filed within thirty days of the AGM. The fee will increase to \$41.56 following the thirty day leeway.

**Note:** If you do not receive your Annual Return form, call 306-787-2962.

## **Governance**

Power, decision making, responsibility, and accountability all describe governance. Good governance is crucial to the success of your renewable energy co-operative. The following is designed to help you decide how to structure your Board of Directors, as well as how you may want to elect your governing body.

### **1. Board of Directors structure**

A director must be a member of the co-operative. Directors are responsible for directing the management of the co-op's business. They exercise the powers of the co-op, all while complying within the by-laws.

At the first general membership meeting of the SES Solar Co-operative Ltd., a president, vice president, secretary, treasurer, and six additional board members were elected. The Saskatchewan Environmental Society appointed two board members.

### **2. Advisory Committee**

To help the SES Solar Co-operative Ltd. in its first year of development, an Advisory Committee of four individuals with specific and valuable knowledge was formed to help with task completion and decision making. The Advisory Committee is not included in quorum, nor do they have a vote at board meetings. The Advisory Committee does not have legal status in the co-op.

### **3. Election of the Board of Directors**

Refer to section 3.05 in the **SES Solar Co-operative Ltd. By-Laws** to learn about the SES Solar Co-operative Ltd.'s election procedures.

### **4. Subcommittees**

It was decided that the Board of Directors should develop subcommittees to lessen the frequency and enhance the efficiency of board meetings. A subcommittee is a small group of people assigned to focus on a particular task or area, such as finance or personnel. Each subcommittee is chaired by a board member who has specialized knowledge in that field. Chairs recruit other board members and/or volunteers to be on their subcommittee. Subcommittees meet as needed between board meetings. Minutes are recorded at each subcommittee meeting and distributed to the Board of Directors shortly thereafter. A subcommittee generally makes recommendations to the Board of Directors to help with decision making. However, if your bylaws give you the power to do so, the Board of Directors may delegate aspects of decision-making to a subcommittee. Regardless, any decision(s)

made by a subcommittee remain the responsibility of the governing body, the Board of Directors.

The SES Solar Co-operative Ltd. developed subcommittees as follows:

<b>Subcommittee</b>	<b>Tasks</b>
Finance and Administration	Responsible for finance, accounting, insurance, website, government reporting, other administrative tasks such as invoicing, payables, business plans, budgets, etc.
Communications	Responsible for internal and external communication, press releases, etc.
Shareholder Recruitment	Responsible for recruiting new shareholders (i.e. co-op members) and selling additional Class B shares to existing share holders
Site Selection	Responsible for identifying and prioritizing locations for 'solar farms', as well as contract negotiation
Vendor Selection	Responsible for selecting the solar panel supplier(s) and installers, and negotiating the contract(s)
Project Management	Responsible for managing the installation of systems, as well as for the ongoing maintenance of existing systems

You may want to consider additional subcommittees, such as a committee that deals with aspects such as by-laws, request for proposals, insurance, and memorandum of agreements.

## 5. Voting structure

Refer to sections 8.09 and 8.10 in the **SES Solar Co-operative Ltd. By-Laws** to learn about the SES Solar Co-operative Ltd.'s voting structure.

**Note:** Regardless of the number of preferred shares owned by a SES Solar Co-operative Ltd. member, s/he is only entitled to one vote at meetings. This is consistent with the equality and democratic makeup of co-operatives.

## Marketing

Even in its development stages, your renewable energy co-op will need a marketing strategy. A good marketing campaign can attract new members and let people know what your co-op is all about. If you choose to implement subcommittees, this will be a task that your Shareholder Recruitment team or marketing team can work on. See the **Subcommittees** section to learn how the SES Solar Co-operative Ltd. designed their subcommittees.

### 1. Crowdfunding

Crowdfunding is the accumulation of small amounts of money from a large group of people. The internet has various platforms that allow you to fundraise, such as [Indiegogo](#), [GoFundMe](#),

[Facebook](#), and [Twitter](#). You can find a platform that suits your needs by searching the National Crowdfunding Association of Canada's [2015 Canadian Crowdfunding Directory](#).

According to the [Crowdfunding Guide](#) presented by HiveWire and the Centre for Social Innovation, successful crowdfunding campaigns have a quality idea and pitch, a marketing campaign, a strong network, and enticing rewards.

In December of 2014, the Saskatchewan Environmental Society came up with a plan that would both attract new members and help with the financial side of things. They entered a competition hosted by Affinity Credit Union called Business for Good Social Venture Challenge. This endeavor was a crowdfunding competition. In addition to the amount raised by supporters, the competitor with the most funders is rewarded \$50,000 from Affinity Credit Union. The Saskatchewan Environmental Society ended up winning the competition. Supporters funded \$59,000, meaning that the Saskatchewan Environmental Society raised \$109,000 through the Business for Good Social Venture Challenge.

The following YouTube video was used as a marketing tool during the Saskatchewan Environmental Society's participation in Affinity Credit Union's Business for Good Social Venture Challenge.

[https://www.youtube.com/watch?v=s\\_TVf16wLIM#action=share](https://www.youtube.com/watch?v=s_TVf16wLIM#action=share)

To see full content from the campaign, please see the **Indiegogo Campaign** section.

## 2. Internet presence

If you are just starting to develop your renewable energy co-op, chances are you do not have a large amount of capital to play with. Refer back to the DIY financing tips in the **Conduct a financial study** section. An office space is likely out of the question, as is signage and promotional tools like TV and/or radio ads. Luckily, this is the generation of the internet! You can do the work necessary to start and promote a co-op through e-mail, website development, and social media.

### 2a. Website development

A website is an avenue for getting information about your co-op to the public. It may offer ways to join the co-op membership. You do not need an office space to get the word out. You just need a computer with internet access. If you have a marketing team or subcommittee, this is an area that they likely have expertise in.

The SES Solar Co-operative Ltd. uses [Wild Apricot software](#) for their website, [www.sesolarcoop.ca](http://www.sesolarcoop.ca). Wild Apricot software is targeted towards small associations and non-profits. Wild Apricot costs \$40 per month, but it can be worth it. The SES Solar Co-operative Ltd. recommends Wild Apricot software for the following reasons:

- Wild Apricot is easy to use. You do not need to write code to manage the website. Wild Apricot has lots of YouTube videos that teach you how to use the software. Their support team is quick to respond to technical issues.

- Wild Apricot has an online membership database. This is so useful. Instead of using Excel spreadsheets with revision dates in the title to ensure that what you are using is the most recent version of the co-op membership, all board members can access the online membership directory. It is always current, and can be easily updated at any time by administrators. The online membership database functions as your e-mail, too. The membership database can be exported. Having an online membership database allows members to see their own contact information, ensuring that it is correct and up-to-date. You do not need to worry about your computer crashing and losing your membership information, because everything is online.
- Wild Apricot allows you to quickly e-mail different groups. There is not a big difference between this mechanism and creating contact lists in an e-mail program, but Wild Apricot does allow one to do it.
- Wild Apricot allows you to create events. Let members know about the next membership meeting. Let board members know about the next board meeting. Let the public know about your next media appearance. You control the privacy settings on each event you create. If you only want members to see a certain event, you can easily set restriction settings to accommodate your wishes. You can also set it so people can register for events, a tool that could be useful if you need to gauge how many people will be attending, or who will be attending. Facebook lets users create and manage events for free, but Wild Apricot allows you to do everything (send e-mails, inform the public, create events, and – most importantly – manage the membership database) all in one place.
- Wild Apricot allows your website's administrators to track e-mails. This means that the administrators you designate can assess how many recipients open e-mails, as well as how many recipients actually click on any links included in the e-mail. E-mail tracking measures the effectiveness of blast e-mails. If a recipient fails to open an e-mail, it signals to administrators that a phone call may be needed.

You can start a free trial or purchase the software at [www.wildapricot.com](http://www.wildapricot.com).

## **2b. Hints for website development**

No matter what software you choose to use for your website, you will want to consider the following hints:

- ✓ Keep your domain name simple. You will want to keep your domain name short and sweet so that the public can easily remember it and access it at ease.
- ✓ Try to keep the website's content static, especially if your website administrator is a volunteer. This will keep the amount of time spent on website upkeep to a minimum.
- ✓ Include a FAQ section. This will save you, and the multiple people inquiring about the same question, time.

- ✓ Include who you are. Have a section that describes the history of your co-op. Why was it developed? What are the co-op's goals? Tell site visitors why the co-op is important. You want to convince them that your co-op is worth joining.
- ✓ Give the public an opportunity to join. Include information on how individuals and/or organizations can become co-op members.
- ✓ Consider getting someone involved who has a background in computer science and/or graphic design. A website, like a logo, is the face of your enterprise.

## 2c. Social media

The SES Solar Co-operative Ltd. does not currently have social media. Social media is extremely beneficial, especially because it is free. However, you must ensure that you have the volunteer(s) to maintain it.

## Co-op membership

The **SES Solar Co-operative Ltd. By-Laws** include information relating to the co-op membership and membership shares. Refer to Section Six of the SES Solar Co-operative By-Laws if you wish to learn more on how the SES Solar Co-operative Ltd. manages their membership.

According to [TREC Renewable Energy Co-operative](#), you can increase the efficiency of your co-op by centralizing your membership information. The SES Solar Co-operative Ltd. keeps physical and digital records, and uses its website to store its membership information all in one place. [The Co-operatives Act, 1996](#) lists the full requirements for keeping records. The SES Solar Co-operative Ltd. recommends centralizing the following records:

- Contact information
  - Names arranged in alphabetic or numeric order
  - Members' most recent addresses
  - Members' phone numbers
  - Members' e-mail addresses
- Co-op membership information
  - Date that contact became a co-op member
  - Membership and share application forms
  - Share certificates and/or share receipts
- Financial records
  - Number of shares held by each member
  - Dividend amount paid to each member, including issuance date of dividend cheque(s)

## 1. Share description

Be clear about your co-operative's share structure. You may wish to have both common and preferred shares. Remember, each co-op member is only entitled to one vote, regardless of the number of preferred shares that a member owns. For the SES Solar Co-operative Ltd.'s

complete share description, see the **Certificate of Amendment/Articles of Amendment** section.

## 2. Share certificates and receipts

Share certificates can double as a receipt for your co-op members. According to the **SES Solar Co-operative Ltd. By-Laws**, distributing share certificates is not a requirement. However, a co-op member may request a receipt at any time. That being said, it may be beneficial to make distributing share certificates a requirement, and include that requirement in your by-laws.

Distributing share certificates to your members is one way to promote your co-op. Hope those co-op members will proudly display their certificate, expressing their part-ownership of the co-op. Whether they display the certificate at home or at work, the idea is that their friends and family may see it, inquire, and want to join the co-op as well!

The SES Solar Co-operative Ltd. distributes share certificates to a member for each preferred share that they own (i.e. a member that owns three preferred shares has three certificates). This allows for the share certificates to be treated as a receipt for each preferred share. The SES Solar Co-operative Ltd. does not distribute share certificates for common shares. To view the template for SES Solar Co-operative Ltd. share certificates, see **Preferred Share Certificate** section.

## 3. Dividend cheques

A surplus is the amount of money that remains after deducting all operating expenses and allocations to the general reserve have been made. The Board of Directors will need to decide what will happen with the surplus/profits at the end of each fiscal year (i.e. how much of the surplus will be distributed as patronage dividends to members?). Be transparent about the Board of Directors' intentions, and be sure to include quantitative projections for surplus distribution in your by-laws.

Example: In section 7.01 of the **SES Solar Co-operative Ltd. By-Laws**, it is stated that "the general reserve of the Co-operative must accumulate to a minimum of 1% of the total assets of the Co-operative as reported in the year-end financial statements", and that "no allocation of revenue or patronage dividend under [the By-laws] is payable to members if the general reserve is or would, as a result of a payment, fall below the minimum percentage of assets".

At the end of each fiscal year, have your treasurer sit down and determine the final numbers, including:

- The surplus from that fiscal year.
- The amount of profits that will be allocated to the general reserve to be used for operating expenses, insurance, repairs and technical assistance, etc.

**Note:** The SES Solar Co-operative Ltd. is required to allocate at least 1% of the total assets of the Co-operative to the general reserve, as stated in section 7.01 of the By-laws. There is no maximum stated in the By-laws.

- The amount of profits that will be paid to share owners.

**Note:** Section 7.03 of the **SES Solar Co-operative Ltd. By-Laws** describes the distribution of dividends. The dividend paid to each SES Solar Co-operative Ltd. member is based on the "fraction of the productive capacity of all solar power generating facilities operated from time to time by the Co-operative that at any particular time is the fraction which that Share bears to the number of [preferred shares] then issued and outstanding at that time..."

Pictured below is the method used to calculate dividends for the SES Solar Co-operative Ltd. Please contact the [Saskatchewan Environmental Society](#) for a live, working version of this Microsoft Excel file.

	A	B	C	D	E	F	G	H	I
1	SES Solar Coop								
2	Dividend allocation		Start	May 1, 2015					
3			End	April 30, 2016	tot dividend	10,000.00			
4	Name	Date purchased	Number of shares	Number of days	Days X Shares	Dividend Allocation			
5	Mr Apple	September 4, 2015	1	239	239	768.98			
6	Ms Banana	September 4, 2015	2	239	478	1,537.97			
7	Mr Canadian	September 10, 2015	1	233	233	749.68			
8	Mr Datsun	September 30, 2015	1	213	213	685.33			
9	Mr Apple	October 10, 2015	4	203	812	2,612.61			
10	Ms Easter	October 15, 2015	2	198	396	1,274.13			
11	Mr Canadian	November 14, 2015	1	168	168	540.54			
12	Mr Datsun	November 21, 2015	1	161	161	518.02			
13	Mr Apple	December 6, 2015	1	146	146	469.76			
14	Ms Fatima	December 21, 2015	2	131	262	842.99			
15					0	-			
16					0	-			
17					0	-			
18					0	-			
19					0	-			
20					0	-			
21					0	-			
22					0	-			
23					0	-			
24					0	-			
25					0	-			
26					0	-			
27					0	-			
28					0	-			
29					0	-			
30					0	-			
31					0	-			
32					0	-			
33					3,108	10,000.00			

#### 4. Membership meetings

Things to remember:

- The Board of Directors must hold an annual meeting of members each financial year of the Co-operative's existence.
- A member must be in the membership database at the time the notice of a meeting was sent out in order to be eligible to vote.
- Each co-op member (person, business, corporation, etc.) is entitled to one vote.
- Follow your co-op's voting structure as stated in your by-laws.
- If possible, have ballots prepared in advance. If this is not possible, consider having a projector present so you can project the names of those up for election to the members to write down. See the **Election Ballots** section to view the SES Solar Co-operative Ltd.'s strategy for preparing ballots in advance.
- The Secretary on the Board of Directors should be delegated to record minutes.

When you contact members to notify them of your upcoming meeting, consider including an information package with the invitation, especially if you are inviting them via e-mail. In the information package, include the following items along with any additional documents you feel are necessary:

- Agenda
- Most recent minutes
- Membership update

#### 4a. Annual general meeting

When organizing an annual general meeting, the SES Solar Co-operative Ltd. advises to do the following:

- Form a planning committee. They will be responsible for the completion of the following tasks:
  - Choose and book the venue.
  - Notify members of the meeting, following the proper procedure as indicated in your by-laws.
  - Arrange to arrive early and open the venue (if applicable).
  - Arrange for and set up any refreshments prior to the meeting.
  - Set up tables and chairs before meeting.
  - Sign the members in using your membership list.
  - Take down tables and chairs after the meeting.

**Note:** As stated in the **SES Solar Co-operative Ltd. By-Laws**, members must be given written notice between ten and fifty days in advance of the meeting. You may wish to include a similar clause in your by-laws.

**Note:** It is easier and more environmentally-friendly to provide written notice by e-mail instead of sending the notice by post.

- Form a nominations committee. They will be responsible for the completion of the following tasks:

- Determine which board members are up for election and which are continuing.
- Consult with board members up for election whether or not they will stand.
- If necessary, find others who are willing to run for Board election.
- Ensure that nominees are aware that they must provide a short written biography to the nominations committee.

When hosting an annual general meeting, be sure to include the following tasks in the agenda:

- Introduce the Board of Directors.
- Review the Board of Directors' annual report.
- Review the financial statements.
- Appoint an auditor.
- Elect directors.
- Announce election results.

Items needed for an annual general meeting may include – but are not limited to – the following:

- Copy of the By-Laws
  - Copy of the member list
  - Copies of the agenda
  - Copies of the previous year's minutes
  - Copies of the audited statement
  - Ballots
  - Sign-up sheet to determine quorum
  - Voting box
  - Extra blank paper, markers, and tape to make signs to direct members to meeting room
  - Extra pencils to mark ballots
  - Flip chart and flip chart paper
  - Projector, laptop, and screen
-

## Part B: Installing Your Renewable Energy

As there are many considerations to evaluate when installing a renewable energy project, this section is designed to help you get the best installation possible. While this section is based on a solar installation, many aspects below will be useful for all renewable applications.

### 1. Tips for site selection

Choosing your location(s) is one of the most important components of your installation(s). When shopping around for potential locations, remember to ask yourself (and your potential location's owner) the questions that matter.

- a. The SES Solar Co-operative Ltd. is located in Saskatoon, SK. The city experiences harsh winter climates with lots of snowfall, forcing the SES Solar Co-operative Ltd. (and other potential renewable energy co-operatives in Saskatchewan) to think about an important question:

#### WHO WILL MAINTAIN THE EQUIPMENT?

Panel maintenance may include technical support, snow removal, cleaning, weeding, etc. Be sure to define maintenance in your contract(s) to ensure that all parties involved are clear on what is considered to be maintenance, as well as who will be carrying it out. Consider the time and money that will need to be budgeted for maintenance as you choose your project's location. Will the land/building owner cover the costs, or will it be you paying the price for manual labour?

- b. Insurance will be relevant to your co-op for several reasons, including any physical damage to the property and/or equipment owned by the co-op. Keep in mind that Saskatchewan is home to extreme weather occurrences, including hail storms. Your co-op will also require legal liability insurance for bodily injury or property damage to third parties. Before you undergo your first installation, find out:

#### WHO WILL PAY FOR INSURANCE?

See an insurance broker. They will investigate all options and costs and help you make the decision that is right for your co-op.

- c. A long-term rental agreement will go a long ways towards the longevity of your co-op. If the co-operative does not own its own land, search for a site that offers low-cost rental. If you approach an individual or organization that is an advocate for renewable energy, you may even be able to use your location for free! Ideally the site will be secure for the duration of the co-op, or at least the lifetime of the equipment. Once you have secured a site that you can rent for cheap, do not forget to think about:

## WHAT WILL HAPPEN IF THE BUILDING/LAND IS SOLD?

If you are using a Memorandum of Agreement, include a clause that ensures your equipment continues to function on site for the lifetime of the equipment, or that the landowner will cover costs to relocate the equipment to a different site if necessary.

- d. In the province of Saskatchewan, SaskPower offers a one-time rebate that is equivalent to 20% of eligible costs to a maximum payment of \$20,000 to business and homeowners that begin their participation in the [Net Metering Program](#). Since your co-op will be paying for the installation and equipment costs of the renewable energy installation, consider asking the location owner:

## WILL THEY SHARE INSTALLATION THE SASKPOWER GRANT WITH YOU?

This \$20,000 rebate will offset some of the costs of your installation. As of November, 2015, SaskPower plans to offer the [Net Metering Rebate](#) to SaskPower, Saskatoon Light & Power, and the City of Swift Current electricity customers until November 30, 2016.

- e. Before partnering up with an installer and/or building/land owner, be sure that you have secured financing for the project. Before signing a lease agreement with a new business partner, they may request to see your co-op's account balance. Be sure to ask yourself:

## DOES THE CO-OP HAVE THE REQUIRED FINANCING?

Whether it is through selling additional membership shares or applying for a line of credit or loan, it is important that your renewable energy co-op has the proper financing before going ahead with a new project. Keep in mind that you will need to receive approval from the [Securities Division](#) before you sell more than \$100,000 worth of shares. View the **Securities Division** section in this toolkit to learn more about the Securities Division and how they can impact the development of your renewable energy co-op.

- f. When choosing a location, it is important to consider visibility. This not only applies to solar installations, but to wind installations as well. Yes, the SES Solar Co-operative Ltd. wanted a location with optimal solar access, but organizers also sought a location that would raise the profile of solar energy in an urban setting. When considering a potential location, ask yourself:

## WILL THIS LOCATION BE VISIBLE TO THE PUBLIC FOR PROMOTIONAL PURPOSES?

Your marketing team (if you choose to implement subcommittees) can also consider working on signage at the site. Signage helps raise the profile of renewable energy,

and will help get the word out about your co-op. An eye-catching overall look will attract new members.

## 2. Tips for rooftop installations

- a. The SES Solar Co-operative Ltd.'s original plan for their first project was to organize a fixed-angle roof-mounted array solar panel installation. After the co-op began its initial work, it became apparent that a rooftop installation at this first location was not possible. When choosing a location for solar panels, ask yourself:

### HOW MUCH WEIGHT CAN THE ROOF HOLD?

Following this discovery, the SES Solar Co-operative Ltd. had to explore different locations, including locations where potential 13kW single axis seasonal-tilt ground mount array and 13kW fixed-angle ground mount array installations were options. Once an installer is selected, the selected installer will have an engineer complete an analysis of the roof to ensure that it is structurally sound. However, it makes sense to know how much weight the roof can hold before your Request for Proposals is sent out. Have the roof inspected promptly after you select a location for your installation.

## 3. Tips for ground mount installations

- a. In order to keep your co-op's equipment away from vandalism, fencing will need to be put up. This can be costly. Be sure to find out:

### WHO WILL PAY FOR AND INSTALL FENCING?

Having a security fence will help keep insurance costs low. Particularly in situations where your renewable energy co-op will be installing ground mount arrays, fencing will be important.

- b. Besides the cost of the equipment itself, consider additional costs that you may face. The SES Solar Co-operative Ltd. faced a number of unpredicted costs. For example, there will be costs for copper wiring for a ground mounted system. You may face costs to level the ground at your location. You will need to be sure that your proponents' bids include all installation costs. Be sure to consider the following:

### WILL YOUR CO-OP BE COVERING ANY (OR ALL) ADDITIONAL COSTS?

Be aware of unexpected costs that may arise, and be sure that you are financially secure before proceeding with an installation.

## 4. Tips for partnering with corporations

Partnering with corporations can have many benefits. The SES Solar Co-operative Ltd. has partnered with a corporation, and has found it to be quite rewarding. View the TREC Renewable Energy Co-operative's [Community Power Toolkit](#) to learn more about community-corporate partnerships.

**Note:** TREC Renewable Energy Co-operative is operated in Ontario. Consequently, there will be some content in the Community Power Toolkit that does not apply to Saskatchewan co-operatives.

## 5. Tips for choosing an installer

The purpose of a Request for Proposals (RFP) is to invite interested parties to prepare and submit competitive proposals to design and construct the desired photovoltaic system. See **Request for Proposals** from Project A and **Request for Proposals** from Project B to view recent RFPs sent out by the SES Solar Co-operative Ltd. View the **Request for Proposals Template** section to help you compose your own RFP.

An **Evaluation Matrix** will help you determine the most appropriate and feasible installer from the available proponents that submit proposals. An evaluation matrix is a reflection of the co-op's values. For example, the SES Solar Co-operative Ltd. wanted to install solar panels that were manufactured in an eco-friendly way. This consideration is reflected in the Primary Evaluation Criteria, where environmental considerations make up 15% of the overall evaluation score.

**Note:** Once you distribute a Request for Proposals, you will receive installation bids from proponents. It may seem like there is a small difference in price between each proponent. Keep in mind that even a few cents per kWh difference can affect your revenue stream significantly. The **Financial Forecast Tool** will help put the price differences(s) in perspective.

The SES Solar Co-operative Ltd. uses the [Silicon Valley Toxics Coalition \(SVTC\)](#)'s [2014 Solar Scorecard](#) and [Restriction of Hazardous Substances \(RoHS\) guidelines](#) to help the Board of Directors consider the consequences of potential photovoltaic installations.

## 6. Advice from SES Solar Co-operative Ltd. Board Members

"Don't let adversity hold you back. Renewable energy is a new field in this part of the world and general acceptance is not automatic. There are obstacles to overcome but certainly the long term benefits will be realized and in time it will seem inconceivable that we didn't act sooner and much more widely than we have in establishing solar energy installations in Saskatchewan."

Jeff Montgomery, SES Solar Co-operative Ltd. Secretary

"One obstacle I continue to conquer I think is the continuous learning as the first projects are being developed and the template is being formed. The lesson here is that a lot of 'firsts' seem to be required in Saskatchewan in order for renewable energy projects, like the [SES Solar Co-operative Ltd.], to take off.

Some advice would be to keep the end goal in mind so that the hurdles don't seem so high. People have a desire for positive change, and we need to help each other use our energies to make that change."

Jason Praski, SES Solar Co-operative Ltd. Board Member

# Appendices

## Appendix A Business Plan Draft



## SES Solar Coop

Business Plan

Prepared for:

Prepared by:

September 24, 2014

## INTRODUCTION REQUIREMENTS

- Studies have determined that the public is interested in reducing environmental impact by investing in clean solar energy. This interest extends to the larger community.
- Many SES members and Affinity members cannot install panels in their own residence because they do not have appropriate space to do so.
- The per panel cost of installation of a typical 5 Kw solar system on a private residence is significantly higher than the cost per panel in a 100 Kw solar farm.
- Ongoing maintenance is an issue.
- SES has been working with SaskPower to enable the development of a Solar Cooperative to enable the installation of a small solar farm where specific panels can be owned by individual coop members.
- SaskPower is proposing that SES proceed with this concept on a pilot basis using the existing Small Power Producers program:
  - maximum of 100 kWh (400 solar panels)
  - SaskPower rate would reflect the residential power rate
  - one connection to the grid
  - SaskPower would issue payment to the Coop, the Coop would deduction administration and operating expenses and distribute the profits as a dividend.

## MISSION REQUIREMENTS

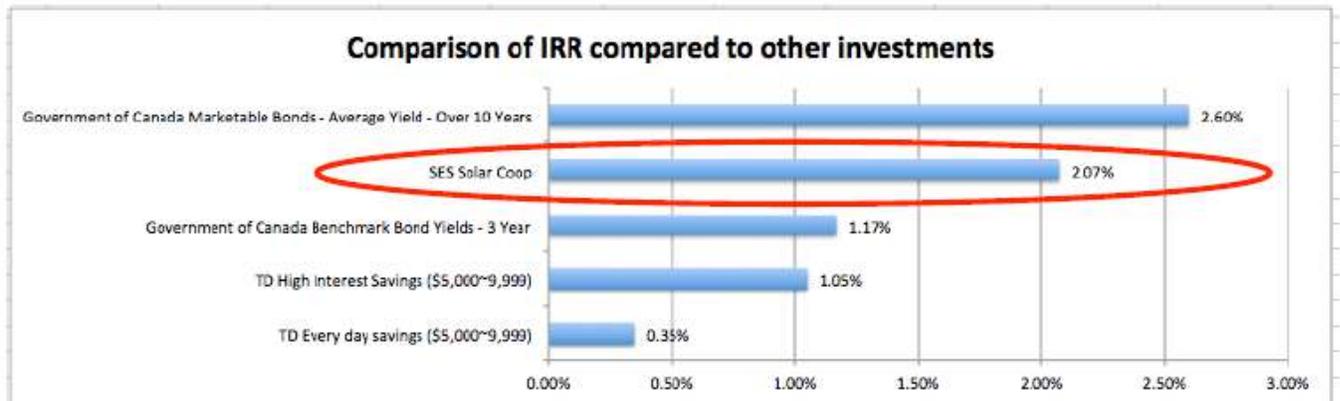
- enable coop members to obtain clean energy in a hassle free cost effective manner
- develop a cooperative model that is repeatable (franchise) across Saskatchewan
- provide SES with recurring revenue from sales of panels and administration of systems
- assist SES to expand membership

## VISION

- 40 solar coops across Saskatchewan by 2025
- Based on NRCan solar generation forecasts, a 100 kW solar farm will generate 134,600 kWh of clean energy per year. 40 solar coops would generate 5,384,000 kWh of clean energy per year.
- Saskatchewan coal burning generators emit ~9 kg of GHG per kWh of electricity. One solar coop (134,600 kWh of clean energy) will reduce GHG emissions by 121 tonnes/year. 40 solar farms will reduce GHG emissions by 14,840 tonnes/year or 121,000 tonnes over 25 years.

## BENEFITS TO COOP MEMBERS

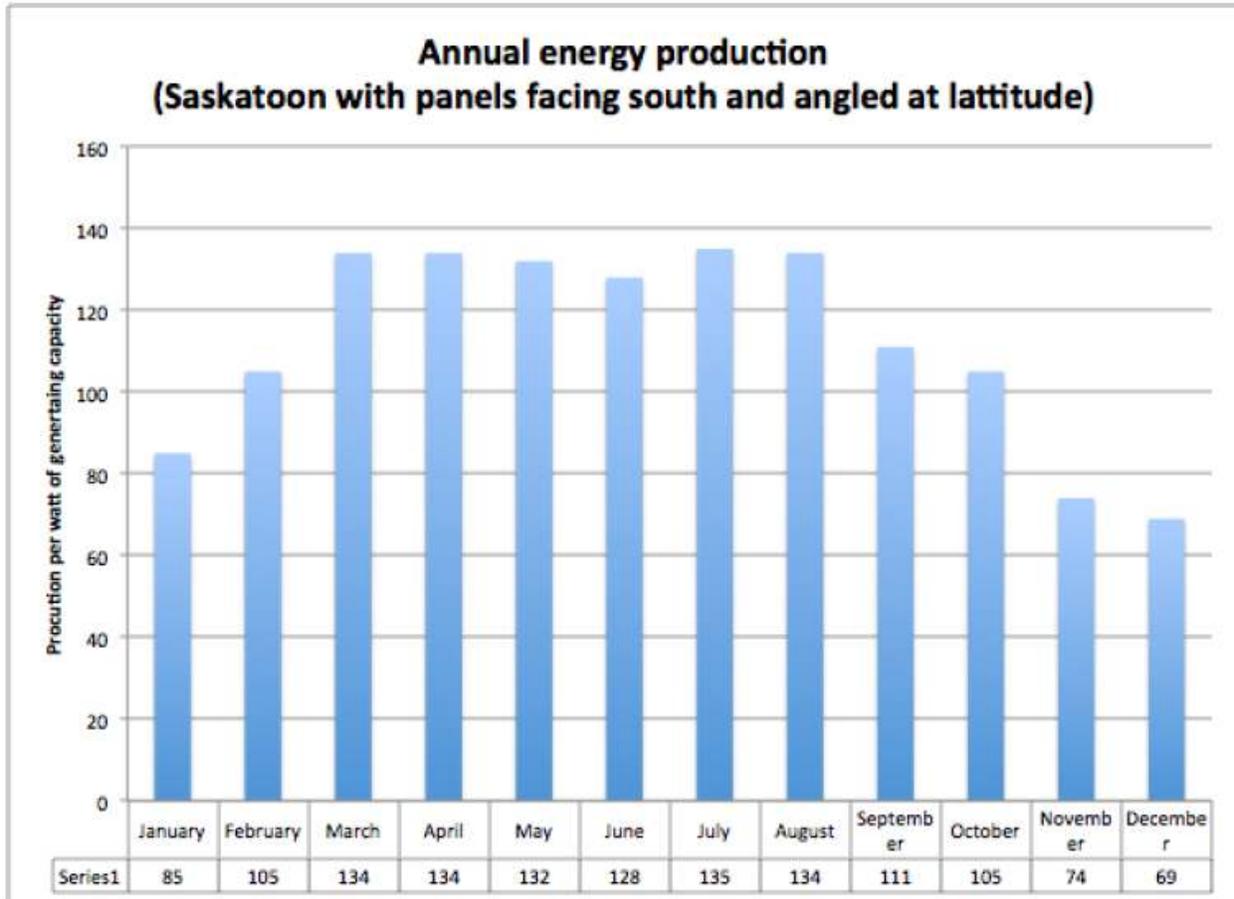
- enjoy the benefits of solar without the hassles:
  - tendering process
  - permitting
  - installation
  - financing
  - maintenance
  - flexibility (resell panels if you chose to)
- perfect for members with no access to space to install panels
- Financing options available
- insurance against future SaskPower price increases
- own and monitor individual panels
- potential return on investment to account for inflation 2.07% (projection that the coop will take in sufficient revenue for members to recover the investment in their solar panels adjusted for inflation)



<http://www.tdcanadatrust.com/products-services/banking/accounts/account-rates.jsp>

<http://www.bankofcanada.ca/rates/daily-digest/>

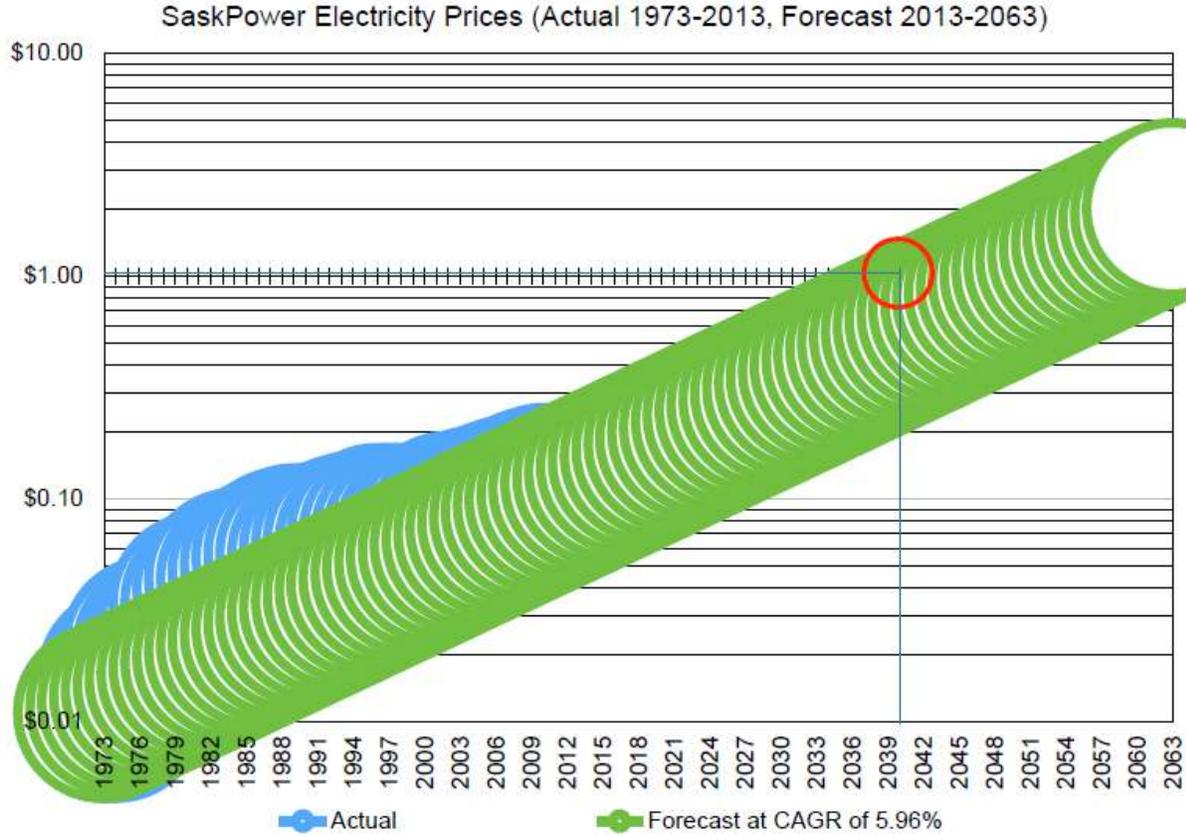
## FORECASTED ENERGY PRODUCTION



- in Saskatoon with panels facing south and angled at latitude (~52 degrees), each watt of production capacity is forecast to produce 1.346 kWh of energy per year. A 250 watt panel will produce 336.5 kWh per year. With projected annual degradation of .5%, total energy production per panel over 25 years is 7,708 kWh.

## FORECASTED ENERGY PRICES

Over the last 40 years, SaskPower energy prices have increased at a compound annual growth rate of 5.96%. If energy prices continue to increase at the same rate, electricity will be \$.48/kWh by 2040.



## SES COOP MEMBER REVENUE PER 250 WATT PANEL

Year	Production (kWh)	Price	Total Revenue	Operating costs	Dividend Inflationary Adjustment	Assumptions	
1	336.5	0.12	40.34	13.31	27.03	Energy price increase/yr	5.96%
2	334.8	0.13	42.53	14.03	28.49	Degradation/year	0.5%
3	333.1	0.13	44.83	14.80	30.04	Operating costs	
4	331.5	0.14	47.27	15.60	31.67	Land rent (% of revenue)	10%
5	329.8	0.15	49.83	16.44	33.39	Admin (% of revenue)	10%
6	328.1	0.16	52.53	17.34	35.20	Maintenance (% of rev)	5%
7	326.4	0.17	55.38	18.27	37.10	Other (% of revenue)	5%
8	324.7	0.18	58.37	19.26	39.11	Total operating costs	30%
9	323.0	0.19	61.53	20.31	41.23		
10	321.4	0.20	64.86	21.40	43.46		
11	319.7	0.21	68.37	22.56	45.81		
12	318.0	0.23	72.06	23.78	48.28		
13	316.3	0.24	75.95	25.06	50.89		
14	314.6	0.25	80.05	26.42	53.63		
15	312.9	0.27	84.37	27.84	56.53		
16	311.3	0.29	88.91	29.34	59.57		
17	309.6	0.30	93.70	30.92	62.78		
18	307.9	0.32	98.75	32.59	66.16		
19	306.2	0.34	104.06	34.34	69.72		
20	304.5	0.36	109.66	36.19	73.47		
21	302.9	0.38	115.55	38.13	77.42		
22	301.2	0.40	121.76	40.18	81.58		
23	299.5	0.43	128.29	42.34	85.96		
24	297.8	0.45	135.18	44.61	90.57		
25	296.1	0.48	142.42	47.00	95.42		
Total	7907.8		2036.55	672.06	1364.51		
<b>Summary</b>							
Cost per panel							\$1,000
Total dividends per panel							\$1364
Internal Rate of return							2.07%

## **Appendix B      Financial Forecast Tool**

The SES Solar Co-operative Ltd. has developed a valuable financial forecast tool. The tool is a very useful spreadsheet template. The financial forecast tool allows you to enter numbers for your renewable energy co-op and automatically calculate overall revenues and expenditures. The template includes components of renewable energy co-ops such as energy production by month per watt, watts of production installed, installed cost per watt, grants, net cost of panels, rent and insurance, maintenance, operating revenue(s), startup costs, and operating expenses. The financial forecast tool spreadsheet accompanies this renewable energy toolkit. However, it was not included in this document because of its size. Please contact the [Saskatchewan Environmental Society](#) for a live version of the financial forecast tool spreadsheet.

## Appendix C      Articles of Incorporation



**ARTICLES OF INCORPORATION**  
*The Co-operatives Act, 1996*  
 (Section 6 & 7)

Form A

1. Name of co-operative

**SES SOLAR CO-OPERATIVE LTD.**

2. a) The classes and any maximum number of shares that the co-operative is authorized to issue:

**Common Shares – 1000 Common Shares at the par value of \$50 per share.**

- b) The incorporators hereby state that the interest of each member is the same as every other member.

3. Number (or minimum and maximum number) of Directors.

**Minimum - 5**

**Maximum - 11**

4. The names in full and the place of residence of each first Director.

<u>Name</u>	<u>Address</u>
-------------	----------------

Josef Schmutz

Ronn Lepage

Jason Praski

Karen Weingeist

Peter Prebble

Jeffrey Montgomery

5. The objects or purposes that the co-operative is intended to fulfill.

**The purpose of the co-operative is to facilitate the production and use of solar and other forms of renewable energy, including:**

- a) produce solar power and other forms of renewable electricity in an environmentally sound and socially just way;
- b) find beneficial institutional and technical practices that will help in the production of solar power and other renewable forms of electricity;
- c) reduce green-house gas emissions; and
- d) promote energy conservation, solar power, and other beneficial renewable energy practices via public education.

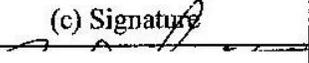
6. Restrictions, if any, on the business that the co-operative may carry on.

7. Other provisions, if any.

Without restricting its powers and legal capacity, the Co-operative shall have the power to enter into contracts or arrangements with its members or patrons, as permitted in Section 126 of *The Co-operatives Act, 1996*, relating to the production and sale of electricity from solar energy, including:

1. Dealings with members regarding any one or more of the acquisition, installation, repair, and maintenance of equipment and facilities required to produce electricity from solar energy (the "Equipment");
2. Dealings with members regarding ownership of the productive capacity of the Equipment, or to the provision to the Co-operative of electricity generated using the Equipment;
3. Dealings with members or patrons regarding the sale by the Co-operative of electricity generated using the Equipment; and
4. Dealings with its members or patrons incidental to its production or sale of electricity from solar energy.

8. Incorporators:

(a) Name in Full	(b) Address	(c) Signature
Josef K. Schmutz		
KAROL LAPAGE		
Jason Ted Praski		
Karen Weingeist		
Peter W. Prebble		

Jeffrey Montgomery



**Information  
Services  
Corporation**

---

**Notice of Registered Office**  
*The Co-operative Act, 1996*  
(Subsection 26(3))

---

1. Name of co-operative: Entity No.  
SES Solar Co-operative Ltd.

2. Location of registered office: (Must be a physical location, not a post office box number)

204 – 220 - 20<sup>th</sup> Street West  
Saskatoon, SK S7M 0W9

3. Mailing address of registered office including postal code: (May include post office box number)

---

Date Name Office Held Signature

## Appendix D Guidelines for Co-operative By-laws

### D.1 *The Co-operatives Act, 1996*

Section 8 of [The Co-operatives Act, 1996](#) has certain requirements for co-operative bylaws. Section 8(1) reads as follows:

- 8(1) A co-operative shall include bylaws relating to:
- a. Conditions of membership, including:
    - i. The rights of joint members, if any;
    - ii. The qualification and withdrawal of members and the transfers of shares;
    - iii. The amount of the membership fee and the annual fee, if any, to be paid by members; and
    - iv. The conditions on which membership ceases or may be terminated, the disposition that may be made on cessation or termination of a member's interest, and the determination of the value of the member's interest.
  - b. The election, term of office and removal of directors and members of directors' committees.
  - c. Where the co-operative proposes to divide the territory in which members are located into districts:
    - i. The establishment of district boundaries;
    - ii. The procedure for altering district boundaries; and
    - iii. Where there is to be a delegate structure, the defining of the powers, duties, election, voting rights and removal proceedings of district delegates.
  - d. Where the co-operative proposes to divide its members who are shareholders into classes:
    - i. The qualifications of members of each class;
    - ii. The conditions precedent to membership in each class;
    - iii. The method, time and manner, and conditions precedent to transferring membership in one class to membership in another class;
    - iv. The conditions on which membership in a class ceases;
    - v. The method, time and manner of permitting members to withdraw from each class of members;
    - vi. Whether the interest of a members in a class may be assigned or transferred; and
    - vii. The automatic suspension of a member's rights when the members ceases to be qualified for membership in a class
  - e. The distribution of the co-operative's property on dissolution of the co-operative.
  - f. Where the co-operative is to act as an agent for its members, a definition of the agency relationship between the co-operative and its members.
  - g. Any matters, in addition to those described in clauses (a) to (g), that the members consider necessary or desirable.

**D.2 Saskatchewan Co-operative Association**

The [Saskatchewan Co-operative Association](#) has provided the following template:

## BYLAWS OF

\_\_\_\_\_ Co-operative

TABLE OF CONTENTS

1. DEFINITIONS
2. FISCAL YEAR
3. CONDITIONS OF MEMBERSHIP
4. JOINT MEMBERSHIP
5. WITHDRAWAL OF MEMBERSHIP
6. SURPLUSES
7. TERMINATION OF A MEMBERSHIP BY DIRECTORS
8. TERMINATION OF MEMBERSHIP BY MEMBERS
9. NOTICE OF MEETING
10. QUORUM
11. VOTING
12. BYLAWS
13. DIRECTORS
14. OFFICERS
15. DISSOLUTION

In these and all other bylaws of the Co-operative, unless the context otherwise requires or specifies:

- a. "Act" means the Co-operative Act, 1996 as amended or replaced from time to time, and in the case of such amendment, any references in the bylaws of the Co-operative shall be read as referring to the amended provisions;
- b. "The Co-operative" means the body corporate that has established these bylaws;
- c. "The Directors", "Board" and "Board of Directors" means the Directors of the Co-operative for the time being;
- d. "In writing" and "written" include words printed, painted, engraved, lithographed, photographed, represented or reproduced by any mode of representing or reproducing works in visible form;
- e. The headings used in the bylaws are inserted for reference only and are not to be considered in constructing the terms thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms;
- f. All terms contained in the bylaws and which are defined in the Act shall have the meanings given to such terms in the Act;
- g. Words importing the masculine gender shall include the feminine, and words importing the singular shall include the plural and vice versa.

## **2. FISCAL YEAR**

The fiscal year of the Co-operative shall end on the \_\_\_ day of \_\_\_\_\_ in each year.

## **3. CONDITIONS OF MEMBERSHIP**

- a. Membership in the co-operative shall be open to anyone who can use the services of the co-operative and is 16 years of age and older.
- b. To become a member of the Co-operative, a person must submit a written application in a form prescribed by the Board of Directors and the said application must be approved by the Board and recorded in the minutes.
- c. Each application for membership must be accompanied by a payment of \_\_\_\_\_ for the purchase of a membership in the co-operative.
- d. Transfer of membership in the co-operative must be approved by the board of directors.

## **4. JOINT MEMBERSHIP**

Two or more persons may apply to the board of directors for joint membership in the co-operative. Parties to the joint membership shall have one vote and shall determine which party to the membership shall cast that vote. Only one party to the joint membership may hold office as a director at any one time. Each party to a joint membership shall have the right of joint survivorship.

## **5. SURPLUSES**

Any surplus from the operations of the co-operative will be placed in the reserves of the co-operative and shall not be distributed to members of the co-operative.

## **6. WITHDRAWAL OF MEMBERSHIP**

- a. A member may withdraw from the co-operative by giving to the Secretary of the co-operative 30 days notice of intention to withdraw.
- b. The board, by resolution, may accept any application to withdraw upon shorter notice.
- c. The co-operative shall pay all amounts held to the credit of a member within the time period \_\_\_\_ days of the board's acceptance of the member's application to withdraw.

## **7. TERMINATION OF MEMBERSHIP BY DIRECTORS**

- a. The Directors may, with a two-thirds vote at a meeting duly called, order the retirement of a member from the co-operative.
- b. The Secretary of the co-operative shall, within ten days from the date on which the order is made, notify the member in writing of the order.
- c. The member may appeal from the order to the next general membership meeting of the co-operative by giving written notice of their intention to appeal to the Secretary within thirty (30) days from the date he received notice.
- d. Where the member makes the appeal, a two-thirds majority shall be required to rescind the order.
- e. The retirement of a member is ordered in accordance with the provisions of this bylaw, the Co-operative shall pay to the member all amounts held to his credit within one year of the members retirement.

## **8. TERMINATION OF MEMBERSHIP BY MEMBERS**

- a. Members may terminate a membership of a member where 10 days' notice of a the general meeting at which his or her membership is to be considered; and
- b. The termination is approved by a majority of at least two-thirds of the members who are present and cast votes at the meeting.

## **9. NOTICE OF MEETINGS**

The co-operative shall give not less than 10 and not more than 50 days notice of any annual or special meeting to its members to attend the meeting:

- a. by sending the notice by mail to the members: or
- b. by inserting the notice in not less than two issues of newspaper circulated in the area served by the co-operative and posting the notice in a place that, in the opinion of the directors, is prominent and accessible to members.

The notice of any special meeting must specify the purpose for which the meeting is called.

## **10. QUORUM**

- a. The quorum at any annual or special meeting of the members will be the lesser of 15 members; and 10% of the membership; provided that it is never less than the number of directors plus one.
- b. Where all members are directors the quorum shall be a majority of the directors.

## 11. VOTING

- a. Members shall vote:
  - i. by a show of hands; or
  - ii. where three members entitled to vote at a meeting so demand, by secret ballot;
  - iii. election of directors shall be by secret ballot.
- b. No member is entitled to more than one vote on any question.
- c. The Chairperson of the meeting has the right to vote but is not entitled to a second vote in the event of a tie.
- d.
  - i. subject to other provisions of the Act and these bylaws, a majority of members who are present and cast votes at a meeting shall decide all questions.
  - ii. where there is an equality of votes, the motion is to be declared lost.

## 12. BYLAWS

Members of the Co-operative may, at any annual meeting or any special meeting called for the purpose, enact, amend, repeal, replace or confirm any bylaws where written notice of the proposed enactment, amendment, repeal, replacement or confirmation is:

- a. Forwarded to each member of the co-operative with the notice of the meeting at which the enactment, amendment, repeal, replacement or confirmation is to be considered, by a majority of the votes cast at the meeting.
- b. Not forwarded to each member of the co-operative with the notice described in clause a), by a two-thirds majority of the votes cast at the meeting.

## 13. DIRECTORS

- a. Directors shall be elected at the annual meeting.
- b.
  - i. At each annual meeting the members shall determine by ordinary resolution the number of Directors to be elected
  - ii. If the members fail to specify the number of directors at the annual meeting, the number of directors shall be equal to the number set the previous year.
  - iii. Directors hold office until the conclusion of the meeting at which their successors are elected, and are eligible for re-election
- c. Directors shall be elected for a \_\_\_\_ year term.

- d. The members of a Co-operative may, by a resolution approved by two-thirds of votes cast at a general meeting, remove any director from office.
- e. Where there is a vacancy on the Board of Directors and;
  - i. where there is a quorum of Directors, the remaining Directors
    - 1. may exercise all the powers of the Directors;
    - or
    - 2. may fill the vacancy until the next annual meeting.
  - ii. where there is not a quorum of Directors, the remaining Directors shall call a general meeting for the purpose of electing members to fill any vacancies.
- f. Unless these bylaws provide otherwise, the Board of Directors shall:
  - i. exercise the powers of the Co-operative directly or indirectly through the employees and agents of the Co-operative; and
  - ii. direct the management of the business and affairs of the Co-operative.
- g. Any remuneration paid to the directors must be approved by the Annual General Meeting.
- h. The quorum at Board meetings shall be a majority of the Board.

#### **14. OFFICERS**

The Board of Directors shall:

- a. Elect a President and a Vice President from among the number.
- b. Appoint a Secretary or Secretary-Treasurer who may, but need not be, a Director.
- c. Designate the offices of the Co-operative, appoint persons as officers, specify the duties and delegate powers to manage the business affairs of the Co-operative to them.

#### **15. DISSOLUTION**

Upon the dissolution of the Co-operative, the distribution of property and unallocated surplus shall be donated to a non-profit organization according to the Special Resolution to Dissolve the Co-operative.

#### **D.3 University of Wisconsin Center for Cooperatives**

The following guidelines were developed by the University of Wisconsin Center for Cooperatives. The guidelines can be viewed online at <http://www.uwcc.wisc.edu/info/bylaw.html>. The University of Wisconsin Center for Cooperatives' guidelines can be used as a template when developing your own renewable energy co-operative's by-laws. However, if you feel unsure, seek legal assistance.

These guidelines were developed several years ago, and are presented as an outline of the requirements for a good set of bylaws:

1. This section should include a clear, concise statement of the purposes for which the association is formed and the powers which the association may exercise. The By-laws must agree with Articles of Incorporation.
2. This section should include a specific statement of who is eligible for membership, the requirements to become a member, voting rights, etc. A section should be included that describes the issuing of membership certificates.
3. This section should include specific rules regarding suspension or termination of membership and compensation for investments in the association.
4. If organized as an association with capital stock, requirements should be spelled out specifically.
5. This section is concerned with meetings of members, including:
  - (1) Details concerning the regular annual meeting (including order of business)
  - (2) Special meetings, including requirements for calling a special meeting
  - (3) Rules regarding notice of meetings
  - (4) Rules concerning voting (absentee ballots, etc.)
  - (5) **The number and percentage of membership which constitutes a quorum** (it is very important to include this)
6. This section should include the number and **qualifications** of Directors.
- g. This section should describe the **election of directors**. It is very important to build in a rotation system for replacement in case of death or resignation during term of office.
8. This section should include the procedure for election of officers, term of office, succession, desirable qualifications, the titles of officers, and the procedures for filling vacancies.
9. This is a section that describes compensation for Directors. Compensation varies widely, and amounts or rules for determining amount of compensation for directors should be approved at a regular or special meeting of the members.
10. This section should describe the general duties of directors in detail. It should include role in management, employment of manager, board and insurance, etc. and agreements with members, handling and depositing funds of the association.
11. This section should state the specific duties of the officers (usually a minimum will cover President, Vice President, Secretary and Treasurer).
12. This section should describe the duties of committees (usually will cover the Executive and other permanent standing committees or subcommittees).
13. This section should describe the duties of the manager. This is very important, and should include general duties, duty to account, and control of employees. Preparation of this section should incorporate the principle of "letting the manager manage".

14. This is a section on patrons and patrons' net margin. This section should exploit the principle of margins above costs, the member or patron share of these margins, how they are computed, how they are paid, and the association's right to a first lien on these for all indebtedness of the patron to the association.
15. This section should explain revolving funds and other methods used in financing.
16. This section should explain the rules and procedures that will be followed if the association goes out of business.
17. This section should cover unclaimed money (such as unclaimed patron net margins or refunds, etc.) and the procedure that will be followed.
18. This section should include the business or fiscal operating year of the association.
19. This section describes the procedure for amending the by-laws. This section is very important.
20. This is a miscellaneous section that includes provisions such as printing and distributing by-laws, preparation of a corporate seal for the association, etc.

**Appendix E      SES Solar Co-operative Ltd. By-Laws**

**SES SOLAR CO-OPERATIVE LTD.  
BY-LAWS**

I, JEFFREY MONTGOMERY of Saskatoon in the Province of Saskatchewan, Secretary of SES Solar Co-operative Ltd. certify that these are the by-laws of the Co-operative as approved by the members on \_\_\_\_\_.

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Secretary**

**BY-LAWS  
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## Section One DEFINITIONS

### Definitions

**1.01** The following definitions apply in these by-laws:

"**Act**" means *The Co-operatives Act, 1996*.

"**articles**" are the articles of the Co-operative and has the same meaning as in the Act;

"**board**" means the board of directors of the Co-operative;

"**by-laws**" means the by-laws of the Co-operative and all amendments in force and effect;

"**Co-operative**" means SES Solar Co-operative Ltd.;

"**entity**" means a body corporate, a trust, a partnership, a fund or an unincorporated organization;

"**meeting of members**" means an annual meeting of members or a special meeting of members;

"**member**" means a person with a membership interest in the Co-operative who has complied with by-law 6.01 and the articles;

"**ordinary resolution**" has the same meaning as in the Act, but for clarity means a majority vote of persons present at a meeting who are entitled to vote;

"**patronage dividend**" means an amount that is allocated by the Co-operative to its members based on the business done with the Co-operative;

"**patronage loan**" means a patronage return given in the form of a loan by a member to the Co-operative;

"**person**" means an individual or an entity, and includes a legal representative;

"**recorded address**" means, in the case of a member, the address (postal or electronic) of the member as recorded in the members' register; and in the case of a director, officer, auditor or member of a committee of the board, the latest address (postal or electronic) of such persons as recorded in the records of the Co-operative;

"**special resolution**" has the same meaning as in the Act, but for clarity means at least a 2/3rds vote of persons present at a meeting who are entitled to vote;

"**surplus**" means, for any financial year of the Co-operative, the amount that remains after deducting from revenue all operating expenses, allocations to the general reserve, and allocations to Class A and Class B Shares .

## Section Two GENERAL

### Financial Year

**2.01** The Co-operative's financial year end is March 31.

### Signing Authority & Policies of the Board

**2.02** The president, vice-president, secretary and treasurer of the Co-operative have signing authority. The board may by ordinary resolution designate another person(s) as having signing authority or the right to vote on

behalf of the Co-operative. The board must record any resolution under this section in the board's minutes. The board may adopt policies related to purchasing, borrowing, confidentiality, and execution of instruments that must be complied with at all times.

### **Information Available to Members**

**2.03** Subject to section 29 of the Act:

(a) Members are entitled to view or copy information or documents respecting the Co-operative's business unless, in the opinion of the board, such information should be kept confidential.

(b) The board may decide whether it will disclose or make available to inspection an account, record or document of the Co-operative. The board may decide the extent of the disclosure and the time, place, conditions or rules of disclosure.

### **Amendments to By-laws**

**2.04** The by-laws may be amended by the directors. The amendment must then be ratified by ordinary resolution at the next meeting of members.

---

## **Section Three DIRECTORS**

### **Number of Directors**

**3.01** After the first annual meeting of members, the board may, by ordinary resolution, establish the number of directors within the minimum and maximum stated in the articles. The resolution must be recorded in the board's minutes. Once the number of directors is set, the number must not be reduced to meet quorum.

### **Quorum**

**3.02** The quorum for the transaction of business at any meeting of the board is a majority of the number of directors.

### **Director Qualifications**

**3.03** A person cannot be a director if that person:

- (a) is less than 18 years of age;
- (b) is of unsound mind and has been so found by a court of law;
- (c) is not an individual; or
- (d) is bankrupt.

### **Directors Must be Members**

**3.04** A director must be a member of the Co-operative or a representative of an entity that is a member of the Co-operative.

### **Election and Term**

**3.05** *Directors are elected by members*

(a) Directors are to be elected by secret ballot at the first meeting of members and at each subsequent annual meeting of members except where special provisions have been made for an entity to appoint representatives to the Board of Directors. The candidates for director who receive the highest number of votes cast are declared elected until all vacancies are filled.

#### *Directors appointed*

(b) The Saskatchewan Environmental Society Inc. may appoint up to two representatives to the Board and shall give notice of who they are appointing to the Board of Directors prior to each year's annual meeting.

*First and subsequent meeting of members*

(c) In addition to the two (2) directors appointed, the members must elect a minimum of five (5) directors at the first meeting of members. The two (2) candidates who receive the most votes are elected to three-year terms. The two (2) candidates who receive the next highest number of votes are elected to two-year terms. The rest of the candidates are elected to one-year terms. At each subsequent annual meeting, directors elected to replace those whose term of office has expired shall hold office for three years.

**Nominating Candidates for Director**

**3.06** Candidates for director may be nominated both by a nominating committee appointed by the board, if any, before the meeting of members, or at the time of the meeting of members by any member present. Members may declare their own candidacy.

**Tie Votes**

**3.07** In the case of a tie among candidates on the first ballot, those candidates' names must be submitted to a second ballot organized by the chairperson of the meeting. The same rule applies to subsequent ballots that must be held in the event of a tie.

**Ceasing to Hold Office**

**3.08** A director ceases to hold office when the director:

- (a) dies or resigns;
- (b) ceases to be a member by withdrawal or termination of membership;
- (c) is removed from office by the members at a special meeting under by-law 3.09;
- (d) per by-law 3.03, is disqualified from being a director; or
- (e) is absent from three (3) consecutive regular meetings of the board, unless in the opinion of the other directors one or more of the absences were justified.

**Removal of Directors by Members**

**3.09** Subject to the Act, the members may, by ordinary resolution at a special meeting, remove any director from office. The vacancy created by such removal may be filled by ordinary resolution of the members present at the same special meeting or, if not so filled, may be filled by the directors in accordance with the Act.

**Vacancies**

**3.10** *Vacancy where board can meet quorum*

(a) If the board can meet quorum and a vacancy on the board arises, the directors may either fill the vacancy by ordinary resolution or continue to run the board without filling the vacancy. This subsection does not apply if the vacancy resulted from either the board's decision to increase the number of directors under by-law 3.01 or from a failure of the members to elect the required number of directors.

*Vacancy where the board cannot meet quorum*

(b) If the board cannot meet quorum, or if the vacancy resulted from a failure of the members to elect the required number of directors, the board must call a special meeting of members to fill the vacancy. If the board fails to call the special meeting or if there are no directors, any member may call the special meeting.

*Limited term of the replacement director*

(c) A person who fills a vacancy will serve until the next annual meeting.

**Exercise of Authority**

**3.11** *Resolutions*

(a) The board or a committee of the board may exercise the powers of the Co-operative, including the borrowing of money, and the provision of security for such borrowing, by passing ordinary resolutions

(majority vote) at their meetings. In the event of a tie, the ordinary resolution fails.

Vacancies

(b) In the case of a vacancy, the remaining directors of the board or committee of the board may exercise the powers of the Co-operative so long as there is a quorum at their meetings.

**Resolutions in Writing**

**3.12** An ordinary or special resolution of the board must be in writing and the decision must be recorded in the minutes of the Co-operative.

**Meetings by Telephone or Other Electronic Means**

**3.13** Directors may participate in committee or board meetings by telephone, electronic or other means. All participants, however, must be able to communicate adequately with each other. Directors participating in such meetings are deemed to be present at the meetings.

**Time and Place of Meetings**

**3.14** Board meetings must be held in Saskatchewan at a time and place of the board's choosing.

**Notice of Meeting**

**3.15** Notice of the time, place and purpose of each board meeting must be given to each director not less than three (3) days before the meeting. A director may waive the three-day notice period.

**Regular Meetings**

**3.16** The board may set a day, time and place for regular meetings of the board. A notice to that effect must be given to each director. Subject to the Act, no other notice is required.

**Chairperson**

**3.17** The chairperson of any meeting of the board is the president or vice-president. Another director may be appointed chairperson by the directors at the meeting.

**Conflict of Interest & Remuneration**

**3.18** A director or officer who has a conflict of interest must declare their conflict of interest in accordance with that section. The following rules apply:

- (a) All officers, directors or committee members must carry out their duties honestly, in good faith and in the best interests of the Co-operative rather than in their own best interest.
  - (b) Directors and officers serve without payment of any kind. However, they may be paid for travel or other expenses while doing business for the Co-operative. The board must authorize these expenses. Directors and officers cannot receive compensation for lost income while doing business for the Co-operative.
  - (c) When a director has or may have a conflict of interest:
    - The director should declare the conflict of interest at the board meeting considering the matter.
    - If a director does not declare a conflict of interest, but another director is aware of one, the other director can bring it up at a meeting.
    - The board then decides whether there is a conflict of interest.
    - If there is a conflict of interest, the director cannot vote on the matter and must not be present while the matter is discussed.
-

## COMMITTEES AND OFFICERS

### Committees of Directors

**4.01** The board may appoint committees of directors (minimum of three (3) directors per committee) whose members hold office at the will of the board. The board must determine the functions and duties of each committee. However, the committee may set out its own procedure in accordance with the Act.

### Officers

**4.02** The officers of the Co-operative include the president, vice-president, secretary, treasurer and any other officers as determined by the board. The board may specify the duties, powers, term, and remuneration of the officers to manage the business and affairs of the Co-operative.

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## Section Five

### DUTY OF CARE AND INDEMNITY OF DIRECTORS AND OFFICERS

#### Duty of Care of Directors and Officers

**5.01** Directors and officers of the Co-operative must:

- (a) act honestly and in good faith with a view to the best interests of the Co-operative;
- (b) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances; and
- (c) not disclose confidential information about the affairs of the Co-operative, its members or employees.

#### Indemnity

**5.02** Subject to the Act, the Co-operative must indemnify directors and officers, former directors and officers, and persons who undertake or have undertaken any liability on behalf of the Co-operative, and their heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgement, reasonably incurred by them in any proceeding to which they are made a party by reason of being or having been directors or officers of the Co-operative, if:

- (a) they acted honestly and in good faith with a view to the best interests of the Co-operative; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, they had reasonable grounds for believing that their conduct was lawful.

#### Dissent

**5.03** Directors are deemed to have consented to any resolution passed or action taken at a meeting of the board or a committee of the board unless they record their dissent.

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## Section Six

### MEMBERSHIP SHARES, MEMBERSHIPS AND TRANSFERS

#### Membership Qualifications

**6.01** (i) No person can become a member of the Co-operative unless that person:

- (a) if an individual, is at least 18 years of age;
- (b) has submitted a written application for membership that has been approved by the board or a person authorized by the board to approve membership applications; and

(c) has purchased and paid for a minimum of one Class A Common Share and one Class B Preferred Share of the Co-operative. The par value and issue price for each Class A Common Share shall be fixed at \$50. The issue price for each Class B Preferred Share may be varied by the directors from time to time in accordance with the rights and description of such shares, provided that the issue price of a Class B Preferred Share required to be purchased under this sub-paragraph 6.01(i)(c) as a condition of becoming a member of the Co-operative shall be \$950 unless and until amended by further Bylaw.

(ii) No corporation can become a member of the Co-operative without the approval of the Directors of the Co-operative.

(iii) A member may hold more than one (1) Class B Preferred Share but no member may hold more than one (1) Class A Common Share of the Co-operative.

### **Joint Membership**

**6.02** Two or more persons may apply to the board of directors for joint membership in the co-operative. Parties to the joint membership shall have one vote and shall determine which party to the membership shall cast that vote. Only one party to the joint membership may hold office as a director at any one time. Each party to a joint membership shall have the right of joint survivorship.

### **Class A Common (Membership) Share Certificate**

**6.03** The Co-operative is not required to issue formal certificates for Class A Common Shares (also referred to herein as “membership shares”). The Co-operative must, if requested by a member, provide a receipt for the purchase of membership shares.

### **Transfer of MShares or Memberships**

**6.04** No transfer of a membership, membership share, or Class B Preferred Share is valid unless it is completed in accordance with the Articles.

### **Lien for Indebtedness**

**6.05** If a member owes a debt to the Co-operative, the Co-operative has and may enforce a lien on:

- (a) the member’s shares in the Co-operative;
- (b) any interest of the member in the property of the Co-operative; and
- (c) any sum payable by the Co-operative to the member.

### **Withdrawal of Membership**

**6.06** A member may withdraw their membership in the Co-operative by giving the Co-operative thirty (30) days notice of their intention to withdraw. The board or a person authorized by the board may, in writing, accept the member’s withdrawal on shorter notice. A member may dispose of their share(s) by donating those share(s) to any person or approved corporation as per 6.01 Membership Qualification, but shall not be permitted to sell their share(s) to any other person, and shall not dispose of the same by any other means unless such disposition is approved by the directors. At the discretion of the Board, the Co-operative may buy a share, including purchasing a member's share upon withdrawal, at any time.

### **Automatic Withdrawal – Death or Dissolution**

**6.07** An individual’s membership in the Co-operative is deemed to be withdrawn on their date of death. By ordinary resolution, the board may deem a body corporate’s membership in the Co-operative to be withdrawn if that body corporate has commenced dissolution proceedings or is dissolved by its corporate regulator.

**Conditions upon which a co-operative shall purchase a member's shares or repay a member's loans upon withdrawal**

**6.08** The Co-operative shall pay all amounts held to the credit of a member within the time period of one (1) year of the Board's acceptance of the member's application to withdraw.

**Termination of Membership for Cause**

**6.09** The board may by special resolution at a meeting of the board terminate the membership of a member for cause.

**Meaning of "for Cause"**

**6.10** For the purpose of by-law 6.07, "for cause" means:

- (a) the failure of the member to meet any contractual or debt obligation owing to the Co-operative; or
- (b) the conduct of the member that is detrimental to the welfare of the Co-operative.

**Notice of the Board Meeting to Terminate**

**6.11** The member must be given at least seven (7) days' written notice of the board meeting under by-law 6.09 and the notice must include a statement of the grounds for termination. Notice must be given in a manner that enables the Co-operative to prove delivery. The member is entitled to appear at the board meeting and must be given an opportunity to be heard, including through an agent or counsel.

**Notice of Termination Following Decision of the Board**

**6.12** The Co-operative must give written notice to the person whose membership is terminated within seven (7) days of the board resolution. Notice must be given in a manner that enables the Co-operative to prove delivery.

**Right of Appeal**

**6.13** Within fourteen (14) days of receiving the notice of termination under by-law 6.10, the person whose membership was terminated may file a written notice of appeal with the Co-operative. The appeal must be heard at the next meeting of members. Where the member makes the appeal, a two-thirds majority shall be required to rescind the order.

**Conditions upon which a co-operative shall purchase a member's shares or repay a member's loans upon termination**

**6.14** The Co-operative shall pay all amounts held to the credit of a member within the time period of one (1) year of the Board's acceptance of the member's termination. A member may dispose of their share(s) by selling or donating those share(s) to any person or approved corporation as per 6.01 Membership Qualification. If the member does not dispose of any shares owned to another acceptable person or entity within one year of the member's withdrawal, the Co-operative shall purchase all shares owned by the member and provide compensation for value of owned share(s).

**Section Seven**

**ALLOCATION OF GENERAL RESERVE, SHAREHOLDER REVENUE, AND SURPLUS**

**Minimum Reserve**

**7.01** The general reserve of the Co-operative must accumulate to a minimum of 1% of the total assets of the Co-operative as reported in the year-end financial statements. No allocation of revenue or patronage dividend under section 7.02 or 7.03 of these Bylaws, is payable to members if the general reserve is or would, as a result of a payment, fall below the minimum percentage of assets.

**Allocation of Surplus**

**7.02** As soon as practicable following each fiscal year-end of the Co-operative the directors shall, in accordance with sound business judgment and generally accepted Canadian accounting principles consistently applied from year to year, determine:

- a) the profit earned by the Co-operative in that fiscal year;
- b) the amount, if any, to be allocated from such profit to the general reserve in addition to any amount required to be so allocated under section 7.01; and
- c) the amount, if any, to be allocated from such profit to payment of a patronage dividend under section 7.03 of these Bylaws.

**Distribution of Patronage Dividend**

**7.03** The directors shall distribute to the holders of Class B Preferred Shares as a patronage dividend any surplus remaining after provision for the allocations referred to in subsections 7.02(b) and (c) of these Bylaws. For the purpose of determining the manner of distribution of patronage dividends under this section 7.03, the directors acknowledge that at any particular time the holder of each Class B Preferred Share owns and makes available to the Co-operative in respect of each such Share that fraction of the productive capacity of all solar power generating facilities operated from time to time by the Co-operative which that Share bears to all of the Class B Preferred Shares issued and outstanding at that time. Accordingly, where any sum is made available by the directors for the payment of a patronage dividend under the provisions of section 7.02(d), the directors shall allocate such patronage dividend among the Class B Preferred Shareholders in proportion to the number of Class B Preferred Shares owned by each of them, such allocation reflecting the proportion in which each such Shareholder does business with the Co-operative within the meaning and purpose of Subsection 35(4) of the Act, or any successor provisions. For the purpose of making the foregoing calculation the directors may consider any Class B Preferred Share issued between the date the patronage dividend is declared and the date the preceding patronage dividend was declared to count for only that fraction of a whole Share that corresponds to the portion of the intervening period after the Share was issued.

## **Section Eight**

### **MEETINGS OF MEMBERS**

**Annual Meetings**

**8.01** The directors of the Co-operative must hold an annual meeting of members in each financial year of the Co-operative. The annual meeting is held for the purpose of considering the directors' annual report, the financial statements, the appointment of auditors, the election of directors, and other business as permitted by the Act.

**Special Meetings**

**8.02** A special meeting may be called by the board at any time, or by 10% of the members who sign and send a written requisition to the board.

**Place of Meetings**

**8.03** Meetings of members are held in Saskatchewan at a place determined by the Board.

**Electronic Meeting**

**8.04** Where the Co-operative has adequate facilities and at the discretion of the Board, members may participate in meetings of members by telephone or electronic means. All participants, however, must be able to communicate adequately with each other. Members participating in such meetings are deemed to be present, including for the purposes of quorum.

**Notice of Meetings**

**8.05** Notice in writing of the time, place, and purpose of each meeting of members must be given to the members between ten (10) and fifty (50) days in advance of the meeting.

**Chairperson (and Secretary)**

**8.06** The chairperson of the meeting of members is the president or, in the president's absence, the vice-president. By ordinary resolution, another person may be appointed chairperson. Where the secretary is not present, the chairperson may appoint another person to be secretary for the meeting.

**Persons Entitled to be Present**

**8.07** Only members and the Co-operative's auditors are entitled to be present at a meeting of members. The chairperson may invite other attendees.

**Quorum**

**8.08** Quorum at a meeting of members is the lesser of either the majority of members or the number of directors plus five (5).

**Voting at the Meeting**

**8.09** A person that is on the members' register at the time notice of a meeting is sent is entitled to vote. Voting is governed by these rules:

- (a) votes are counted on a one-member, one-vote basis;
- (b) votes, other than on special resolutions, are passed by a majority of members present who are entitled to vote;
- (c) an ordinary resolution or motion fails in case of a tie vote;
- (d) votes are decided by show of hands and the results, other than votes taken by secret ballot, are reported in minutes of the meeting; and
- (e) a member entitled to vote at the meeting may demand a ballot vote before or after a vote takes place.

**Voting by Mail-In or Electronic Ballot**

**8.10** Where the Co-operative has adequate facilities and at the discretion of the Board, voting (including the election of directors) may take place in advance of the members meeting by mail-in or electronic ballot. A person that is on the members' register at the time notice of a meeting is sent is entitled to vote by mail-in or electronic ballot. Voting is governed by these rules:

- (a) votes are counted on a one-member, one-vote basis;
  - (b) votes, other than on special resolutions, are passed by a majority of members who are entitled to vote and have actually voted within the time period set by the board;
  - (c) an ordinary resolution fails in case of a tie vote; and
  - (d) votes are counted on the day of the members' meeting and the results are reported at that meeting.
-

**Method of Giving Notices in Writing**

**9.01** Where written notices are required to be given to members, officers, directors or committee members, those notices must be sent to the person's recorded address. Additional notices can be sent or published using any type of media as determined by the board. Notice can be waived by the recipient in accordance with the Act.

**Undelivered Notices**

**9.02** If a notice in writing to a member is returned undelivered on three (3) consecutive occasions, the Co-operative does not need to give further notice until the member provides a new recorded address.

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**Section 10  
DISSOLUTION**

**Distribution of Assets upon Dissolution**

**10.1** Upon the dissolution of the Co-operative, assets shall be converted to cash and any surplus will be allocated, first to repay any debts of the Co-operative, second to the redemption or repurchase of any Class B Preferred Shares of the Co-operative held by members in accordance with the provisions for redemption or repurchase stated therein, and third to repurchase at par any Class A Common Shares held by members. Unallocated surplus shall be donated to a non-profit organization according to the Special Resolution to Dissolve the Co-operative.

**Appendix F      Certificate of Amendment/Articles of Amendment**



101276026  
Entity Number

# Certificate of Amendment

*THE CO-OPERATIVES ACT, 1996*

I certify that

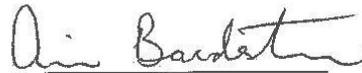
SES SOLAR CO-OPERATIVE LTD.

has amended its articles in accordance with the attached.

Given under my hand and seal

this 24th day of July, 2015



  
Registrar of Co-operatives

Information  
Services  
Corporation

**ARTICLES OF AMENDMENT**  
*The Co-operatives Act, 1996*  
(Sections 148)

**Form D**

1. Name of co-operative: **SES SOLAR CO-OPERATIVE LTD.**

Entity No.: 101276026

2. The articles of the co-operative are amended as follows:



By deleting the provisions of paragraph 2 thereof, and substituting the following therefor:

- (a) The classes and any maximum number of shares that the co-operative is authorized to issue:
- i) 1,000 Class A Common Shares at the par value of \$50 per share; and
  - ii) an unlimited number of Class B Preferred shares
- with the rights and privileges pertaining to each class as set forth in the attached Schedule.

3. We hereby certify that the above amendment has been duly authorized by the members of the co-operative, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and that the co-operative has complied with the requirements of *The Co-operatives Act, 1996* and the conditions contained in any member agreement and the articles and bylaws of the co-operative in effect prior to the delivery of these Articles of Amendment.

Dated at the City of Saskatoon, Saskatchewan, this \_\_\_\_\_ day of July, 2015.

\_\_\_\_\_  
Signed of Authorized Signing Officer

\_\_\_\_\_  
Title

## 1. CLASS A COMMON SHARES

- 1.1. The Class A Common Shares shall be entitled to vote at all meetings of the members, with one vote appertaining to each such Share.
- 1.2. The purchase price of each Class A Common Share shall be Fifty (\$50.00) Dollars in Canadian currency. The price payable by the Co-operative for the purchase of any Class A Common Share from the holder thereof under any circumstance provided in the Bylaws of the Co-operative shall be the price paid by the holder to purchase the share.
- 1.3. Dividends may be declared on Class A Common Shares in the discretion of the Directors of the Co-operative as provided in the Bylaws of the Co-operative.
- 1.4. In the event of the liquidation, dissolution or winding up of the Co-operative or other distribution of the property or assets of the Co-operative among its members for the purpose of winding up its affairs, but subject to the rights, if any, of the holders of Class B Preferred Shares of the Co-operative, the holders of Class A Common Shares shall be entitled to receive repayment of the purchase price paid for their Class A Common Shares.

## 2. CLASS B PREFERRED SHARES

- 2.1. Except as provided in the *Co-operatives Act, 1996* of Saskatchewan, Class B Preferred Shares shall not be entitled to vote at meetings of the members. Where such voting is provided, one vote shall appertain to each such share.
- 2.2. The purchase price of each Class B Preferred Share shall be fixed by the Directors from time to time having regard to:
  - a) the economic productivity of the Co-operative;
  - b) the cost from time to time to purchase or replace the solar panels and other infrastructure required to produce, store, transmit, or sell electricity produced from solar energy by the Co-operative, or to establish a reserve specifically designated to purchase or replacement such infrastructure;
  - c) the mutual intent of the Co-operative and its members that all funds to be received by the Co-operative from its sale of Class B Preferred Shares shall be used to purchase or replace such infrastructure; and
  - d) the mutual intent of the Co-operative and its members that all purchasers of Class B Preferred Shares from time to time shall have the opportunity to equitably contribute to the Co-operative's capacity to purchase or replace such infrastructure.

The price payable by the Co-operative for the purchase of any Class B Preferred Share from the holder thereof under any circumstance provided in the Bylaws of the Co-operative shall be the price paid by the holder to purchase the share.

- 2.3. Allocations and payments to the holders of Class B Preferred Shares shall be made as provided in the Bylaws of the Co-operative. Such allocations may take the form of patronage dividends

declared upon such shares, or upon such other contractual, financial, or other basis as the Directors may determine from time to time as permitted under the Bylaws of the Co-operative.

- 2.4. Concurrent with the issuance of each Class B Preferred Share the Co-operative shall assign to the holder thereof that fraction of the productive capacity of all solar power generating facilities operated from time to time by the Co-operative that any particular time is the fraction which that Share bears to the number of Class B Preferred Shares then issued and outstanding at that time, which shall constitute an intangible property interest conveyed by the Co-operative to the holder, to remain with the holder until the Share is re-acquired or cancelled by the Co-operative, and the Co-operative shall use such productive capacity under license from the holder to generate electricity. Each holder of one or more Class B Preferred Shares acknowledges and agrees that the fraction of productive capacity appertaining to each Share owned by that holder is subject to reduction with each additional Class B Preferred Share issued after that holder's Share or Shares are issued. The benefit to the Co-operative from its exercise of such license shall be taken into account in the allocation of patronage dividends to the holder in the manner provided in the Bylaws of the Co-operative.
- 2.5. In the event of dissolution, liquidation or winding up of the Co-operative, or other distribution of assets of the Co-operative among its members, the holders of the Class B Preferred Shares shall be entitled to receive one hundred (100%) per cent of the amount paid up on such shares together with the amount of all dividends or other allocations declared thereon and unpaid, all in preference and priority to any payment on the Class A Common Shares, out of the assets of the Co-operative available for distribution to members, but shall not be entitled to any further participation in such assets.

## Appendix G Lease Agreement Example

# Solar PV System Lease Agreement

Dated as of \_\_\_\_\_, between

**The SES Solar Co-operative Ltd.** (SES Solar Co-op, System Owner)

**and**

**Party B** (Building Owner, System Lessee)

### 1. INTRODUCTION

The purpose of the SES Solar Co-operative Ltd. is to reduce pollution and greenhouse gas emissions in Saskatchewan by producing solar power in the community for its members, as well as to promote and educate the public about renewable energy.

The purpose of this Solar PV System Lease Agreement (Lease) is to set out the terms on which the SES Solar Co-op and the Building Owner agree to design, install, insure, maintain, repair and administer a solar panel system consisting of several solar electric (photovoltaic) panels, power inverters, mounting structure, electronics, metering and associated wiring (the System), attached to the Building Owner's building, at the address listed below.

The System will feed electricity into the building's power supply, offsetting a portion of the building's electricity consumption, and also feed into the utility power grid, through either the City of Saskatoon or SaskPower Net Metering Program.

### 2. SUMMARY OF LEASE

**(a) Lease Term:** 25 Years

**(b) Estimated Annual Solar Power Production at Project Location:**

100 solar panels x 335 kWh/panel/year = 33,500 kWh/year

**(c) Estimated Greenhouse Gas (GHG) Emission Reductions Over 25 Years:**

33,500 kWh/year x 25 years x 0.66 tonnes/1000 kWh = 553 tonnes reduced

**(d) SES Solar Co-op's Promises:**

- to efficiently design, install, insure, maintain and repair the System at no additional cost to the Building Owner
- to provide a link to 24/7 web-based solar production monitoring

**(e) Building Owner's Promises:**

- to reasonably cooperate in the permitting, design, installation, maintenance and repair processes when required
- to reasonably protect the System from damage
- to maintain access and sunlight access to the System
- to provide the SES Solar Co-op with regular lease payments, which will be equivalent to the money saved by the Building owner (or paid to the Building Owner by the electrical utility) from solar power production

**(f) Building Owner Transfer During the Term:**

The new building owner will then be bound by this agreement.

**(g) Choices at the End of the Term:**

- SES Solar Co-op removes the System at no additional cost to the building owner
- A renewed agreement can be negotiated
- The Building Owner can purchase the System from the SES Solar Co-op at a negotiated price

**3. SYSTEM DESCRIPTION**

The System is an estimated 28 kilowatt (kW) photovoltaic panel system consisting of:

Photovoltaic Panels  
 Power Inverter(s)  
 Mounting structure  
 Monitoring system  
 Electricity meter  
 Associated wiring

**4. LEASE TERM**

The Building Owner agrees to lease the System for **25** years (the Lease Term). The Lease Term begins on the Interconnection Date. The Interconnection Date is the date that the System is turned on and generating power.

The Building Owner has the following options at the end of the lease term:

- (a) The SES Solar Co-op removes the System at no additional cost to the building owner
- (b) A renewed agreement can be negotiated
- (c) The Building Owner can purchase the System from the SES Solar Co-op for a negotiated price

**5. LEASE PAYMENTS**

The Building Owner's lease payments will be due on a regular basis (timing to be negotiated), based on invoices from the SES Solar Co-op, which will include necessary taxes. Payments will be based on regular readings from the solar electricity production meter, which is set up next to the current utility

meter upon system installation. The intent is that all electricity produced by the System will be consumed in the building, offsetting the highest-priced tier of electricity from the utility.

For example, if the solar production meter reading is 3,000 kilowatt-hours (kWh) for the period, then that means the Building Owner saved 3,000 kWh of electricity from being purchased from the utility. The Building Owner would then pay the SES Solar Co-op the equivalent price to the total price of electricity saved, as a lease payment. So if the total cost of electricity is 14 cents/kWh, then the lease payment for the period is \$420.00.

## **6. LEASE OBLIGATIONS**

The Building Owner Agrees to:

- (a) keep vegetation trimmed so that the System receives as much sunlight as it did when the SES Solar Co-op installed it
- (b) not modify the building in a way that shades the System
- (c) allow access to the System for maintenance, repair and eventual removal
- (d) not remove any markings or identification tags on the System
- (e) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended
- (f) notify the SES Solar Co-op if you think the System is damaged or appears unsafe
- (g) have available a functioning indoor Internet connection with one available wired port and standard AC power outlet near the electrical panel to allow internet monitoring.

The SES Solar Co-op Agrees to:

- (a) complete the required applications and permits required, with the help of the Building Owner where required
- (b) hire a reputable installation company
- (c) schedule the installation, maintenance (including snow removal), and repair of the System at a mutually convenient date and time
- (d) install the System according to written plans the Building Owner has reviewed
- (e) manage the System installation in a professional manner
- (f) insure the System against damage or loss (or pay the Building Owner for the increased cost for the Building Owner to insure the System)

## **7. CONDITIONS PRIOR TO INSTALLATION OF THE SYSTEM**

The SES Solar Co-op's obligations to install and lease the System to the Building Owner are conditioned on the following items having been completed to its reasonable satisfaction:

- (a) completion of a building structural assessment by the Building Owner and the final System design and cost
- (b) receipt of all necessary zoning, land use and building permits
- (c) completion of any renovations, improvements or changes reasonably required on the property by the Building Owner (site specific)

## **8. OWNERSHIP OF THE SYSTEM AND REBATES**

Since the SES Solar Co-op owns the System, any current or future incentives, rebates or credits related to the System, will also be owned by the SES Solar Co-op. The Building Owner shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by the SES Solar Co-op.

The Building Owner agrees to reasonably cooperate with the SES Solar Co-op to claim any incentives, rebates or credits. This may include assisting the SES Solar Co-op in entering into utility net metering agreements or other agreements or applications, and forwarding any incentives, rebates, or credits to the SES Solar Co-op.

## **9. SYSTEM WARRANTY**

The System will be warranted according to the installation company's warranty policies. There are no other representations or warranties, express or implied, for the System.

## **10. LOSS OR DAMAGE**

Unless the Building Owner is negligent, the SES Solar Co-op will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System. No loss, damage, theft or destruction will excuse the Building Owner from the Building Owner's obligations under this Lease.

If there is loss, damage, theft, destruction or a similar occurrence affecting the System, the SES Solar Co-op will have the System repaired in a timely manner.

If only roof or other building repairs are needed, requiring the System to be removed and reinstalled, the Building Owner will bear the cost of System removal and replacement.

## **11. LIMITATION OF LIABILITY**

Liability of either party under this Lease shall be limited to direct, actual damages only.

Indemnity: For the term of the Lease, each party shall indemnify, defend, protect, save and hold harmless the other party, its employees, officers, directors, agents, successors and assigns from any and all third party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from the first party's negligence or willful misconduct; provided, that nothing herein shall require the first party to indemnify the other party for the other party's own negligence or willful misconduct.

## **12. DEFAULT**

The Building Owner will be in default under this Lease if any one of the following occurs:

- (a) failure to make any payment when it is due
- (b) failure to perform any material obligation in this Lease
- (c) assigning, transferring, encumbering, subletting or selling this Lease or any part of the System without SES Solar Co-op's prior written consent.

The SES Solar Co-op will be in default under this Lease if any one of the following occurs:

- (a) failure to perform any material obligation in this Lease
- (b) assigning, transferring, encumbering, subletting or selling this Lease or any part of the System without the Building Owner's prior written consent.

### **13. REMEDIES IN CASE OF DEFAULT**

If this Lease is in default by the Building Owner, the SES Solar Co-op may take any one or more of the following actions:

- (a) take any reasonable action to correct the default or to prevent loss; any amount paid by the SES Solar Co-op will be added to the amount owed by the Building Owner and will be immediately due
- (b) terminate this Lease
- (c) remove the System at the Building Owner's expense
- (d) use any other remedy available in this Lease or by law.

If this Lease is in default by the SES Solar Co-op, the Building Owner may take any one or more of the following actions:

- (a) take any reasonable action to correct the default or to prevent loss
- (b) terminate this Lease
- (c) have the System removed at the SES Solar Co-op's expense
- (d) use any other remedy available in this Lease or by law.

### **14. TRANSFER OF SYSTEM OWNERSHIP**

The SES Solar Co-op may assign, sell or transfer the System and this Lease to another party with the Building Owner's written consent. The new System owner would be bound by this agreement.

### **15. TRANSFER OF BUILDING OWNERSHIP**

The new building owner will then be bound by this agreement.

### **16. SYSTEM REMOVAL**

In the event that the System needs to be removed temporarily, the SES Solar Co-op will remove and reinstall the System. The party responsible for the cost of the work will depend on the situations described in the sections above. The Building Owner will need to provide storage space for the System during such time.

In the event that the System needs to be removed permanently, the SES Solar Co-op will remove the System in a timely manner and restore the affected area to as close as reasonably possible to its original condition before the System was installed. The party responsible for the cost of this work will depend on the situations described in the sections above.

### **17. WAIVER**

Any delay or failure of a party to enforce any of the provisions of this Lease, including but not limited to any remedies listed in this Lease, or to require performance by the other party of any of the provisions of this Lease, shall not be construed to be a waiver of such provisions, or a party's right to enforce that provision, or affect the validity of this Lease.

**18. NOTICES**

All notices under this Lease shall be in writing to the addresses listed below:

TO THE SES SOLAR CO-OP:

SES Solar Co-operative Ltd.  
204-220 20<sup>th</sup> St West  
PO Box 1372  
Saskatoon, SK Canada S7N 0W9  
Email: info@environmentalsociety.ca

TO THE BUILDING OWNER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**19. ENTIRE AGREEMENT; CHANGES**

This Lease contains the parties' entire agreement regarding the lease of the System. Any change to this Lease must be in writing and signed by both parties. If any portion of this Lease is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

**20. PUBLICITY**

Neither party will publicly announce or display any images of the System unless consent is given by the other party.

**21. FORCE MAJEURE**

Neither party is liable for failure to perform their own obligations if such failure is as a result of natural disaster, human hostilities or legal enforcements. No party is entitled to terminate this Lease in such circumstances.

If a party asserts Force Majeure as an excuse for failure to perform that party's obligation, then that party must prove; that they took reasonable steps to minimize delay or damages caused by foreseeable events, that they substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an above event.

**22. CONFIDENTIALITY**

Each party agrees to keep the existence and nature of this Lease confidential unless consent is given by the other party, or where information may need to be communicated to certain government bodies, utilities and regulatory agencies.

**23. GENERAL**

- a. *Counterparts.* This Lease may be executed in as many counterparts as are necessary and all executed counterparts shall together constitute a single instrument.
- b. *No Assignment.* The arrangements contemplated by this Lease are based in significant measure on the parties' knowledge and opinion of one another; no party hereto may assign to any other person all or any part of any of its rights, duties, or benefits hereunder.
- c. *Law.* This Lease shall be governed by and interpreted in accordance with, and any claim that any provision hereof is legally binding and enforceable will be governed by, the laws of the Province of Saskatchewan, Canada, and the courts of such Province shall have jurisdiction over legal proceedings in respect of this Lease.

Signed by the parties as of the date first shown above.

**SES Solar Co-operative Ltd.**

By: \_\_\_\_\_

**Party B Company (Building Owner, System Lessee)**

By: \_\_\_\_\_

**Appendix H Request for Proposals Template****SES Solar Co-operative Ltd.****REQUEST FOR PROPOSAL  
FOR A ROOFTOP SOLAR PHOTOVOLTAIC POWER SYSTEM**

Date of Issue: **Insert a date here**

Closing Date: **Insert a date here**

**1. INTRODUCTION**

The purpose of the SES Solar Co-operative Ltd. (the SES Solar Co-op) is to reduce pollution and greenhouse gas emissions in Saskatchewan by producing solar power in the community for its members, as well as to promote and educate the public about renewable energy.

The SES Solar Co-op is partnering with property owners to host solar photovoltaic (PV) power systems on their properties. Each system, owned by the SES Solar Co-op members, and leased by the property owner, will feed electricity into the property owner's power supply, offsetting a portion of the property owner's electricity consumption, and also feed into the utility power grid, through either the City of Saskatoon or SaskPower Net Metering Program.

The purpose of this Request for Proposal (RFP) is to invite selected Proponents to submit proposals to **design and construct a turnkey solar PV system** located at the below address.

**2. LOCATION**

**Insert your project's location here**, along with a description of the building and/or land and the location's power source (i.e. SaskPower, Saskatoon Light & Power, etc.).

**3. SYSTEM DESCRIPTION**

The intent is to install as many solar PV panels as can reasonably fit on the rooftop, without exceeding the allowable roof loading, and with no to minimal shading.\*

It is important that some of the panels be visible from the street front for promotional and educational purposes. Innovative design options at reasonable prices are encouraged.\*

On-line, real-time, system performance monitoring is also mandatory. An internet connection will be provided by the property owner.\*

The proponent is to provide all material and equipment spec documents.\*

\*Your installation may not be a rooftop installation. This section should describe your project's intent(s) and needs.

#### **4. SYSTEM DESIGN**

Proponents are to recommend panel tilt angle(s) and estimate system performance, summarized in kWh/year.

All system components shall be selected and designed for long-life and low-maintenance.

The design shall allow access for manual panel cleaning (dust, snow, etc), future roof maintenance, and future system maintenance and repair.

The electrical production may need to be evenly split between the two existing larger load electrical meters since the solar production will likely exceed consumption at either meter (an extra cost for this is requested in section 10).

#### **5. SYSTEM COMMISSIONING**

Proponents are to fully commission the system and show, by way of the online monitoring system, system performance that is comparable to estimated system performance.

#### **6. ENVIRONMENTAL CRITERIA**

It is mandatory that the panels and inverters are sourced from reputable, reliable manufacturers with high environmental ratings. Proponents are to provide such information for the panel and inverter types proposed. One suggested environmental reference for panels can be found at: <http://www.solarscorecard.com/2014/2014-SVTC-Solar-Scorecard.pdf>. One suggested environmental reference for inverters is the RoHS directive.

Proponents are to estimate their greenhouse gas (GHG) emissions created during project construction (for example, vehicle and equipment emissions).

#### **7. SOLAR CO-OP AND PROPERTY OWNER REQUIREMENTS**

Please list any requirements of the SES Solar Co-op and the property owner during the design, permitting, construction, and commissioning processes.

## 8. WARRANTIES

Please provide all guarantees and warranties (for instance: performance guarantees, warranties on labour and equipment, roof repairs caused by the system, etc.).

## 9. COMPANY REFERENCES

Please provide references, including contact information, for two recent similar-sized projects.

## 10. PRICING AND TIMELINES

Please provide turnkey pricing (including the separate extra cost to install into two separate meters, as mentioned in section 4), stated in total dollars and dollars per estimated kWh/yr. Please also state payment terms.

Please also provide an estimated cost per year of planned maintenance servicing (not including snow removal), if your company provides this service.

The suggested in-service date is on or before **provide a date here**. Please provide an estimated in-service date.

## 11. SITE MEETING

An optional site meeting will be held **provide details of the meeting here**.

## 12. PROPOSAL SUBMISSION INSTRUCTIONS

Please email the proposal to the address below on or before noon, October 14, 2015. All proponents will be contacted if there are changes to this RFP.

## 13. CONTACT INFORMATION

**Include info for a contact from your renewable energy co-op here.**

## 14. EVALUATION AND SELECTION

Although the SES Solar Co-op and the property owner are excited to generate solar power at this site, the lowest price proposal, or any of the proposals, may not necessarily be selected.

The selected proponent will be contacted by **insert a date here**. Details of all proposals will be kept confidential. Please keep all RFP documentation confidential.

**Appendix I Canadian Co-operative Development Strategy**



**CANADIAN CO-OPERATIVE DEVELOPMENT STRATEGY**

**2013 -2016**

**With 2013-14 action plan**

**Revised May 7, 2013**

**DEVELOPED BY THE  
CO-OP DEVELOPMENT STRATEGY TASK FORCE**

**2013**

**For information, contact Lynne Markell, Manager of Co-operative  
Development,**

**(613)238-6711 ext 204 or [lynne.markell@coopscanada.coop](mailto:lynne.markell@coopscanada.coop)**

## **VISION**

Co-operatives are a growing and thriving part of Canada's community life. Co-operatives promote and support local, provincial and national economies, built on the principles of economic democracy, personal well-being, social justice, sustainability and long-term community prosperity.

## **GUIDING PRINCIPLES**

A national co-op development strategy should:

1. Be inclusive, comprehensive, and embraced by the co-op sector.
2. Build on local, provincial and sectoral co-op development strategies.
3. Enable communities to respond to their challenges and opportunities.
4. Unite and strengthen the co-op movement.
5. Complement other CCA strategies such as promotion, education, government relations, research, and fund-raising.

## **GOALS**

1. Create an environment where new co-operatives start and thrive
2. Support the continued sustainability and growth of existing co-ops
3. Coordinate and link the organizations and professionals that support co-operative development
4. Encourage the established co-operative sector to support the development of new and emerging co-operatives
5. Increase the contribution of co-operatives to the Canadian economy

## **OBJECTIVES**

1. Facilitate the delivery of technical assistance and advisory services for new co-ops in all part of Canada
2. Improve access to adequate capital and financing by new and existing co-ops
3. Support the development of specific co-op sectors
4. Foster partnerships with co-op and non-co-op organizations

<b>PLAN TO ACHIEVE OBJECTIVES</b>			
<b>Objective</b>	<b>Role of CCA</b>	<b>Potential Partners</b>	<b>Annual Action Plan 2013-14</b>
<p><b>1. Facilitate the delivery of technical assistance and advisory services for new co-ops in all parts of Canada</b></p>	<ul style="list-style-type: none"> <li>- Market the various co-op organizations as a “co-op development network” and the co-op development experts in Canada</li> <li>- Prepare proposals for the federal government</li> <li>- Manage co-op development programs to be delivered by development partners</li> <li>- Seek sources of funding for start-up grants</li> <li>- Use CORE meetings to coordinate and get input</li> <li>- Provide information on co-op development to the public and co-op developers</li> <li>- Develop a national internship program for co-op developers</li> </ul>	<p>Provincial Associations (PAs), Arctic Co-ops Limited (ACL), Canadian Worker Co-op Federation (CWCF), CoopZone</p> <p>PAs, ACL, CWCF, CoopZone, and others based on the proposal</p> <p>PAs, ACL, CWCF, and others as planned</p> <p>CORE</p> <p>CORE, CWCF</p> <p>HRSDC &amp; CoopZone</p>	<ul style="list-style-type: none"> <li>■ Prepare written material to promote the network of co-op development orgs</li> <li>■ Identify and meet with potential federal government funders</li> <li>■ Prepare proposals for co-op development programs or initiatives, in partnership with the PAs, CWCF, Co-op Zone, and CCCM</li> <li>■ Identify possible sources of federal funding for start-up co-ops</li> <li>■ Revise the Co-op Development InfoService &amp; update information on CCA’s website.</li> <li>■ Respond to information requests on co-op development and make referrals to appropriate organizations.</li> <li>■ Collect information on co-ops</li> </ul>
<p><b>2. Improve access to adequate capital by new and existing co-ops</b></p>	<ul style="list-style-type: none"> <li>- Seek investments and donations for the new Co-op Investment Fund from the co-op movement</li> <li>- Facilitate the operation of the new Fund</li> <li>- Ensure that co-ops are eligible for all federal business programs and publicize these programs</li> <li>- Provide information on capital measures and tools</li> </ul>	<p>National Fund Development Task Force</p> <p>To be determined</p> <p>Co-op –friendly MPs and staff</p> <p>CCCM, CWCF, Desjardins</p>	<ul style="list-style-type: none"> <li>■ Secure funding pledges from credit unions and co-ops (Goal- \$20 million)</li> <li>■ Once \$10M in pledges is achieved develop plans for structure, incorporation, governance, membership, accountability, etc</li> <li>■ Continue talks with the BDC</li> <li>■ Look for partnership opportunities within the federal government</li> <li>■ Monitor and raise awareness to ensure that co-ops are eligible for federal business programs</li> </ul>

<b>Objective</b>	<b>Role of CCA</b>	<b>Potential Partners</b>	<b>Annual Action Plan 2013-14</b>
	<p>that can be replicated at the provincial level</p> <ul style="list-style-type: none"> <li>- Advocate for federal tax credits and RRSP regulations to benefit co-ops</li> </ul>		<ul style="list-style-type: none"> <li>■ Publish Government–facilitated Capitalization Measures for Co-ops</li> <li>■ Advocate for federal financing and regulations to benefit co-ops</li> </ul>
<p><b>3.</b> Support the development of specific co-op sectors, based on types and kinds of co-ops and populations served.</p>	<ul style="list-style-type: none"> <li>- Monitor federal government departments and agencies for opportunities to market co-ops to meet a specific goal or need</li> <li>- Prepare proposals with partners who are interested in a particular sector</li> <li>- Manage sector-specific co-op development programs to be delivered by development partners</li> <li>- Operate the First Nations, Métis and Inuit Co- op Development Program</li> </ul>	<p>PAs, CWCF, CoopZone, CCCM</p> <p>PAs, ACL, CWCF, and others as planned</p> <p>Co-op Development Foundation, AFN, ACL, Inuit Tapirisat &amp; National Assoc of Friendship Centres</p>	<ul style="list-style-type: none"> <li>■ Monitor federal government departments and agencies for opportunities to market co-ops to meet a specific goal or need. If there is a positive response, prepare a proposal with partners who are interested in this sector.</li> <li>■ Meet with Aboriginal Affairs and Northern Development Canada (AANDC) re follow-up funding for recipients and funding for our FNIM program</li> <li>■ Manage the First Nations, Métis and Inuit Co-op Development Program – promotion, application and contracting process, assessments, liaising with CDF, and Steering Committee meetings.</li> <li>■ Approach HRSDC to fund a youth co-op development program</li> </ul> <p>Priorities for this fiscal year are First Nations, Métis and Inuit (FNMI) communities and youth.</p> <p>The third priority is Business Succession, if the other two priorities do not gain traction</p>

<b>Objective</b>	<b>Role of CCA</b>	<b>Potential Partners</b>	<b>Annual Action Plan 2013-14</b>
			with the federal government.
<b>4.</b> Foster partnerships with co-op and non-co-op organizations	<ul style="list-style-type: none"> <li>- Promote involvement in, and support for, co-op development by existing co-ops</li> <li>- Liaise with sector federations and develop partnerships as needed</li> </ul>	PAs, ACL, CWCF, CoopZone, CORE  PAs, CORE	<ul style="list-style-type: none"> <li>■ Create a Co-op Development Advisory Committee</li> <li>■ Develop plan with CDF for domestic co-op development</li> <li>■ Devise a plan for encouraging and facilitating existing co-ops and credit unions to help new and emerging co-ops. Implement plan.</li> </ul>
	<ul style="list-style-type: none"> <li>- Facilitate the development of federations and networks among similar co-ops</li> <li>- Identify and communicate with key non-co-op organisations that can help with co-op development</li> <li>- Provide education and workshops on co-op development</li> <li>- Continue liaison with CED and social enterprise groups in Canada</li> </ul>	PAs, CORE  PAs, CoopZone, CORE  PAs, CoopZone, CORE  Canadian CED Network	<ul style="list-style-type: none"> <li>■ Liaise with national federations in relation to their co-op development activities (CWCF and ACL)</li> <li>■ Maintain good relationships with co-op organizations already involved in co-op development (CORE, co-op developers within PAs, Co-op Zone, and CCCM)</li> <li>■ Develop written agreements for specific projects and new programs as needed.</li> <li>■ Liaise with the Co-op Legal Network</li> <li>■ Determine priorities for national business organizations to approach for co-operation on co-op development. Devise strategy and activities to approach one business organization. Add others, if time permits</li> <li>■ Continue liaison with CED and social enterprise groups in Canada (CCEDNet and the People-Centred Economy Group)</li> </ul>

## Appendix J Project A

### J.1 Request for Proposals

The final version of this document is pending.

### J.2 Evaluation Matrix

The following evaluation matrix was used to evaluate the bids that came back following a Request for Proposals for the SES Solar Co-operative Ltd.'s Project A.

Primary Evaluation Criteria					
Evaluator Name:			Evaluation Date:		
Criteria	Item Weight	Item Rating	Score	Measurement Method	Comments
<b>(1) Mandatory</b>					
Completed Appendix B	0%			Appendix submitted with all required information.	
Completed Appendix C	Pass/Fail			Appendix submitted with all required information.	
Completed Appendix D	Pass/Fail			Appendix submitted with all required information.	
References	Pass/Fail			Pass- the Proponent provided at least one favourable reference with related experience  Fail- Proponent has not provided at least one favourable reference with related experience	
<b>(2) Price/Economics</b>					
Total Cost	60%		0	= (Bid Total Cost) / (Lowest Total Cost) x 25	
Cost for 1kW Fixed-Angle Roof Mounted Array	25%		0	= (Bid Item Cost) / (Lowest Item Cost) x 5	
Cost for 13kW Single Axis Seasonal-Tilt Ground Mount Array	5%		0	= (Bid Item Cost) / (Lowest Item Cost) x 15	
Cost for 13kW Fixed-Angle Ground Mount Array	15%		0	= (Bid Item Cost) / (Lowest Item Cost) x 15	
<b>(3) Design &amp; Specifications</b>					
Site Layout	15%		0		
Single Line Diagram	5%		0		
Equipment Details	2%		0		
- PV Modules	2%		0		
- Inverters	2%		0		
- Racking System	2%		0		
Monitoring Capabilities	2%		0		
<b>(4) Environmental Considerations</b>					
PV Selection	15%		0	Using the Solar Scorecard: 10 if >= 70% 5 if >= 50% & < 69% on scorecard	

Primary Evaluation Criteria					
Evaluator Name:			Evaluation Date:		
Criteria	Item Weight	Item Rating	Score	Measurement Method	Comments
				0 if < 50% on scorecard	
RoHS	2%		0	Are the proposed inverters compliant with the RoHS directive, which aims to restrict certain dangerous substances used in electronic equipment? RoHS compliance means inverters that installers plan to use will have been tested for lead, cadmium, mercury, hexavalent chromium, polybrominated biphenyls and polybrominated diphenyl ethers and will have met RoHS requirements for extremely low levels of these dangerous substances. For cadmium and hexavalent chromium, there must be less than 0.01% of the substance by weight at raw homogeneous materials level. For lead, PBB, and PBDE, there must be no more than 0.1% of the material, when calculated by weight at raw homogenous materials. For mercury any RoHS compliant component must have no more than 100ppm mercury, and the mercury must not have been intentionally added to the component.	
Greenhouse Gas Content	2%		0	Have suppliers provided documentation demonstrating not only transparency with respect to greenhouse gas content in solar panel manufacture, but also confirmation that greenhouse gas emissions built into the manufactured panels have been minimized, and are well below the solar industry average? In addition to carbon dioxide emissions, of special concern to us is that a panel is chosen from a manufacturer that has minimized or eliminated the use of sulfur hexafluoride (SF6) and nitrogen trifluoride (NF3), two highly potent greenhouse gases with exceptionally long atmospheric lifetimes. We propose that 2 points be awarded for providing information that necessary GHG content has been achieved.	
Greenhouse Gas Emissions Total	1%		0	Total estimated GHG emissions for all equipment including all travel and stay for the project.	
<b>(5) Work Experience &amp; References</b>					
	<b>10%</b>		<b>0</b>		
Number of years company has been servicing engine-generators	5%		0	5 if >= 5 years 3 if >= 3 years 1 if >= 1 years 0 if no experience with similar years experience	
Experience with similar size projects	5%		0	Experience with CAT 3516 engine-generator sets 5 if >= 5 facilities 3 if >= 3 facilities 1 if >= 1 facilities 0 if no experience with similar facilities	
<b>Overall Evaluation Score</b>					
	<b>100 %</b>		<b>0</b>	<b>Maximum is 100 points</b>	

## Appendix K      Project B

### K.1 Request for Proposals



## ***SES Solar Co-operative Ltd.***

# Request for Proposal for a Rooftop Solar Photovoltaic Power System

Date of Issue: ***October 2, 2015***

Closing Date: ***noon, October 14, 2015***

### **15. INTRODUCTION**

The purpose of the SES Solar Co-operative Ltd. (the SES Solar Co-op) is to reduce pollution and greenhouse gas emissions in Saskatchewan by producing solar power in the community for its members, as well as to promote and educate the public about renewable energy.

The SES Solar Co-op is partnering with property owners to host solar photovoltaic (PV) power systems on their properties. Each system, owned by the SES Solar Co-op members, and leased by the property owner, will feed electricity into the property owner's power supply, offsetting a portion of the property owner's electricity consumption, and also feed into the utility power grid, through either the City of Saskatoon or SaskPower Net Metering Program.

The purpose of this Request for Proposal (RFP) is to invite selected Proponents to submit proposals to **design and construct a turnkey solar PV system** located at the below address.

### **16. LOCATION**

220 20<sup>th</sup> Street West, Saskatoon, SK

The PV system will be constructed on the rooftop of a two-storey commercial building. The rooftop is approximately 15m x 35m, flat, with a tar and gravel surface. The roof is supported by 15m long trusses. Structural design data from the property owner will be forwarded when it is received.

The building is served from the back alley through one electrical meter from Saskatoon Light and Power. The meter is located indoors near the back entrance.

## **17. SYSTEM DESCRIPTION**

The intent is to install as many solar PV panels as can reasonably fit on the rooftop, without exceeding the allowable roof loading, and with no to minimal shading.

It is important that some of the panels be visible from the street front (20<sup>th</sup> St), for promotional and educational purposes. Innovative design options at reasonable prices are encouraged.

On-line, real-time, system performance monitoring is also mandatory. An internet connection will be provided by the property owner.

The proponent is to provide all material and equipment spec documents.

## **18. SYSTEM DESIGN**

Proponents are to recommend panel tilt angle(s) and estimate system performance, summarized in kWh/year.

All system components shall be selected and designed for long-life and low-maintenance.

The design shall allow access for manual panel cleaning (dust, snow, etc), future roof maintenance, and future system maintenance and repair.

The electrical production may need to be evenly split between the two existing larger load electrical meters since the solar production will likely exceed consumption at either meter (an extra cost for this is requested in section 10).

## **19. SYSTEM COMMISSIONING**

Proponents are to fully commission the system and show, by way of the online monitoring system, system performance that is comparable to estimated system performance.

## **20. ENVIRONMENTAL CRITERIA**

It is mandatory that the panels and inverters are sourced from reputable, reliable manufacturers with high environmental ratings. Proponents are to provide such information for the panel and inverter types proposed. One suggested environmental reference for panels can be found at: <http://www.solarscorecard.com/2014/2014-SVTC-Solar-Scorecard.pdf>. One suggested environmental reference for inverters is the RoHS directive.

Proponents are to estimate their greenhouse gas (GHG) emissions created during project construction (for example, vehicle and equipment emissions).

## **21. SOLAR CO-OP AND PROPERTY OWNER REQUIREMENTS**

Please list any requirements of the SES Solar Co-op and the property owner during the design, permitting, construction, and commissioning processes.

## **22. WARRANTIES**

Please provide all guarantees and warranties (for instance: performance guarantees, warranties on labour and equipment, roof repairs caused by the system, etc.).

## **23. COMPANY REFERENCES**

Please provide references, including contact information, for two recent similar-sized projects.

## **24. PRICING AND TIMELINES**

Please provide turnkey pricing (including the separate extra cost to install into two separate meters, as mentioned in section 4), stated in total dollars and dollars per estimated kWh/yr. Please also state payment terms.

Please also provide an estimated cost per year of planned maintenance servicing (not including snow removal), if your company provides this service.

The suggested in-service date is on or before March 1, 2016. Please provide an estimated in-service date.

## **25. SITE MEETING**

An optional site meeting will be held starting behind the building at 9:30am on October 7, 2015.

## **26. PROPOSAL SUBMISSION INSTRUCTIONS**

Please email the proposal to the address below on or before noon, October 14, 2015. All proponents will be contacted if there are changes to this RFP.

## **27. CONTACT INFORMATION**

For the SES Solar Co-op:  
Jason Praski  
Cell: 306-291-9116  
Email: [jspraski@baudoux.ca](mailto:jspraski@baudoux.ca)

## **28. EVALUATION AND SELECTION**

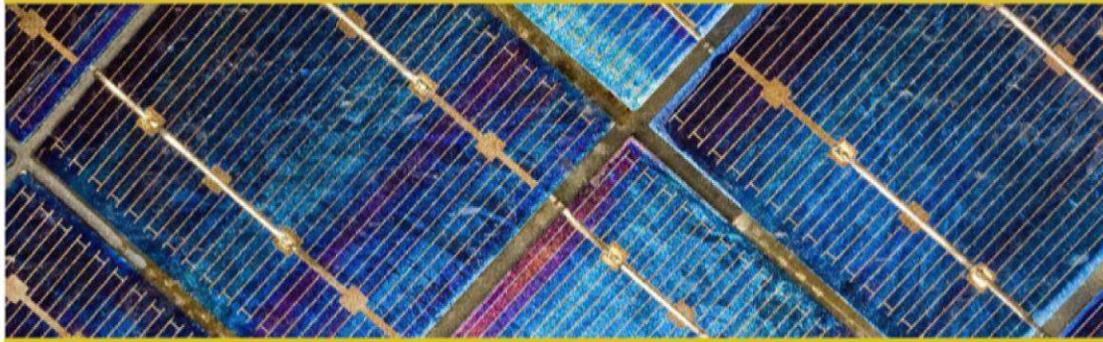
Although the SES Solar Co-op and the property owner are excited to generate solar power at this site, the lowest price proposal, or any of the proposals, may not necessarily be selected.

The selected proponent will be contacted by October 28, 2015. Details of all proposals will be kept confidential. Please keep all RFP documentation confidential.

## Appendix L Solar Scorecard

A PROJECT OF THE SILICON VALLEY TOXICS COALITION

# 2014 SOLAR SCORECARD



[www.solarscorecard.com](http://www.solarscorecard.com)

### SVTC's Vision

The Silicon Valley Toxics Coalition (SVTC) believes that we still have time to ensure that the PV sector is safe for the environment, workers, and communities. We need to take action now to reduce the use of toxic chemicals in PV, develop responsible recycling systems, and protect workers throughout the global PV supply chain.

SVTC envisions a safe and sustainable solar PV industry that:

- 1) Takes responsibility for the environmental and health impacts of its products throughout their lifecycles, including adherence to a mandatory policy for responsible recycling.
- 2) Implements and monitors equitable environmental and labor standards throughout product supply chains.
- 3) Pursues innovative approaches to reducing and ultimately eliminating toxic chemicals in PV module manufacturing.

For over three decades, SVTC has been a leader in encouraging electronics manufacturers to take lifecycle responsibility for their products. This includes protecting workers from toxic exposure and preventing hazardous e-waste dumping in developing countries like India, Ghana, and China that lack the proper infrastructure to protect workers and the environment. SVTC also seeks to stop the practice of sending e-waste to U.S. prisons for dismantling, which results in toxic exposure to inmates.

“The PV industry’s continued growth makes it critical to take action now to reduce the use of toxic chemicals, develop responsible recycling systems, and protect workers.”

### The Purpose

The Scorecard is a resource for consumers, institutional purchasers, investors, installers, and anyone who wants to purchase PV modules from responsible product stewards. The Scorecard reveals how companies perform on SVTC’s sustainability and social justice benchmarks to ensure that the PV manufacturers protect workers, communities, and the environment. The PV industry’s continued growth makes it critical that action be taken now to reduce the use of toxic chemicals, develop responsible recycling systems, and protect workers throughout global PV supply chains. Many PV companies want to produce truly clean and green energy systems and are taking steps to implement more sustainable practices. SVTC is committed to helping these companies achieve that goal. At the same time, we need to create and enforce policies that ensure industry safety and improve the environmental performance.

## the 2014 SOLAR SCORECARD

### SVTC 2014 Solar Scorecard Key

#### Extended Producer Responsibility—20 points

To earn a sunny score, the company participates in a fully funded collection and recycling system for end-of-life PV modules produced globally; has written a letter to the Solar Energy Industry Association (SEIA) urging it to support EPR laws and regulations; supports public EPR policies in the regions where the company manufactures and sells PV modules and takes responsibility for recycling by including the “crossed out garbage bin” symbol on PV module nameplates, including a PV Cycle link on the company website; and clearly describing on the website how customers can responsibly return PV modules for recycling.

#### Emissions Transparency—10 points

A sunny score means that the company reports all categories of emissions through its annual report, its website, and/or third-party auditing or government agencies. Points are awarded for reporting: chemical emissions, including chemical waste, hazardous waste disposal, and/or heavy metals; air pollutants, including NO<sub>x</sub>, SO<sub>x</sub>, volatile organic compounds (VOCs) and particulate matter (PC); emissions of ozone depleting substances; and information regarding landfill disposal.

#### Chemical Reduction Plan—5 points

A sunny score means that the company has adopted a plan to reduce chemical use per module and described it on their website or in their sustainability report.

#### Worker Rights, Health, and Safety—15 points

A sunny score is for companies with a formal commitment to protecting worker rights, health, and safety that goes beyond compliance with local laws and regulations. Scoring is based on commitment to improving employee wages; signage informing illiterate workers about minimum wage provisions; coverage of workforce by collective bargaining; workday case rates; recordable incident rates; and adoption of OHSAS for 100% of facilities.

#### High Value Recycling—5 points

For a sunny score, a company gains points based on high value material recovery rates. Ninety-five percent of the PV module is recycled into products of similar value and quality; recycling takes place at a facility with a documented environmental management system and worker safeguards and protections consistent with ISO 14001; high value recycling is encouraged at the design stage through design for the environment (DfE) training programs.

#### Supply Chain—10 points

To earn a sunny score, a company purchases from suppliers that report all chemical emissions for all tiers; Has an enforceable commitment from suppliers to protect workers and the environment.

#### Module Toxicity—10 points

For a sunny score, a company’s PV modules do not contain toxic heavy metals (no more lead or cadmium than allowed under RoHS).

#### Biodiversity—5 points

A sunny score for biodiversity indicates zero direct impact on wildlife or biodiversity. Scoring includes zero “take permits” for endangered, threatened or special concern animals in the US; No species of special concern present at project sites; no significant impacts on biodiversity in protected areas or on areas of high biodiversity outside protected areas.

#### Energy Use and Greenhouse Gas (GHG)

##### Emissions—5 points

A sunny score is for companies that report energy use, GHG emissions, and perfluorocarbon emissions; they also report GHGs and/or energy use to a third party.

##### Water—5 points

A sunny score in this category means the company recognizes the importance of reducing impacts on water resources. Companies report the volume of water use; report the volume of wastewater generated and submit reports that include several water quality indicators.

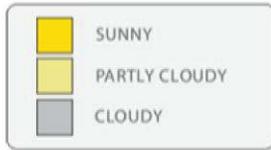
##### Prison Labor—5 points

For a sunny score, a company has an explicit policy forbidding prison labor. Points are earned by providing the prison labor policy to SVTC or posting it on the company website; or declaring on previous SVTC surveys that the company does not use prison labor.

##### Conflict Minerals—5 points

A sunny score means that the company does not use conflict minerals from the Democratic Republic of the Congo (DRC), Angola, Burundi, Central African Republic, Malawi, Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia as per the due diligence guidance outlined by the OECD, and that documentation can be produced. Companies can also earn points by starting the due diligence process.

# SOLAR SCORECARD 2014



Company		EPR	Emissions Transparency	Chemical Reduction Plan	Worker Rights, Health, Safety	Supply Chains	Conflict Materials	Module Toxicity	High Value Recycling	Prison Labor	Biodiversity	Water	Energy & GHGs	2014 Total Score		
Maximum Score		20	10	5	15	10	5	10	5	5	5	5	5	100		
2014 LEADERS	Trina	17	10	5	15	8	3	10	4	5	5	5	5	92		
	SunPower	14	10	5	15	8	3	10	4	5	4	5	5	88		
	Yingli	16	2	5	13	10	3	10	4	5	5	3	5	81		
	SolarWorld	12	10	5	12	10	3	0	4	5	2	5	5	73		
	REC	7	6	5	15	10	0	10	2	3	5	3	5	71		
ABOVE AVERAGE	Suntech	9	0	0	14	8	0	10	4	3	5	0	5	58		
	First Solar	12	6	5	9	7	3	0	4	3	0	2	5	56		
	Axitec	9	0	0	12	10	3	10	2	3	5	0	1	55		
	Up Solar	15	2	5	5	0	3	10	3	0	5	0	2	50		
	Avancis	8	0	0	8	7	3	10	0	3	5	0	0	44		
	Mitsubishi	4	4	0	2	7	0	10	0	0	5	5	5	42		
	Renesola	2	0	0	5	7	0	10	4	3	5	0	1	37		
	LDK	4	0	0	7	0	3	10	3	3	5	0	0	35		
	Panasonic	2	7	5	0	0	3	0	0	0	5	5	5	32		
	BELOW AVERAGE	Aleo	10	0	0	6	0	0	0	4	3	5	0	3	31	
		Sharp	0	10	5	0	0	3	0	0	0	5	3	5	31	
		Calyxo	12	0	0	0	7	0	0	0	3	5	0	0	27	
		Solon	9	0	0	7	0	0	0	2	3	5	0	0	26	
		China Sunergy-Csun	5	4	5	2	0	0	0	1	0	5	3	1	26	
		Astronergy	3	0	0	2	5	0	0	2	0	5	2	0	19	
Samsung		0	4	0	0	0	0	0	0	0	5	5	5	19		
Eurener		9	0	0	2	0	0	0	0	3	5	0	0	19		
Solar Frontier		4	0	0	0	0	0	10	0	0	5	0	0	19		
Kyocera		2	4	0	0	0	0	0	0	0	5	2	5	18		
Solopower		5	0	0	0	0	0	0	2	3	5	0	0	15		
Motech		4	0	0	0	0	0	0	0	3	5	0	2	14		
Canadian		4	0	0	2	0	3	0	0	0	5	0	0	14		
Hanwha SolarOne		0	0	0	1	0	0	0	0	3	5	0	5	10		
JA Solar		2	0	0	0	0	0	0	0	0	5	0	0	10		

Industry Average = 31  
Industry Leadership = 70

LAGGARDS  
Companies with a score below 10:  
Hareon Solar, Jinko, Miasole, Suniva  
Hyundai, Gintech, NBSolar, Andalay Solar

### 2014 Solar Scorecard Analysis

The Solar Scorecard is based on SVTC's annual survey of photovoltaic (PV) module manufacturers, as well as on prior survey responses, interviews, news stories, and publicly available data. The goal of the Scorecard is to enhance transparency around environmental health, safety, and sustainability issues for communities, workers, and the environment.

SVTC started collecting data for the Solar Scorecard in 2009 when the solar industry produced just 6.4 GW of PV modules. In 2013, the PV industry produced 38.7 GW, more than six times the 2009 total. Since 2010, 44.5% of the PV industry (based on 2013 market share) has participated in one or more SVTC survey.

Seven companies representing 25.2% of the PV module market share responded to the 2014 SVTC survey. This is a decline from the response of 51.1% in 2012, due largely to the bankruptcies and/or restructuring of former participants. For the 2014 Solar Scorecard, SVTC scored a total of 37 companies based both on survey responses and on information available on company websites and from publicly available sources.

#### The results compiled from SVTC's 2014 survey and research include the following:

- Most PV modules sold in Europe are covered by a pre-funded Extended Producer Responsibility (EPR) scheme to ensure safe and responsible disposal. No PV modules in the USA come with EPR. Three PV manufacturers (Trina, Yingli, and Up Solar) have written letters to the Solar Energy Industries Association (SEIA) seeking action on EPR for PV modules in the USA. Over the past three SVTC surveys, 14 companies have said they would support public policy for an EPR scheme for PV modules.
- Ten PV manufacturers post annual hazardous chemical reduction targets on their websites or in sustainability reports.
- Twelve companies manufacture PV modules with amounts of cadmium or lead below regulatory thresholds set by the European Union, the world's most stringent standard. This means that the maximum concentration found in any homogenous material that makes up these PV modules is less than 0.01% for cadmium and 0.10% or less for lead.
- Two companies have recently obtained or are planning to obtain incidental take permits for endangered, threatened, or species of special concern for their power plants (First Solar and SolarWorld). Very few companies build, own, or operate PV power plants.
- A total of 23 companies include some information about PV recycling on their websites, in varying depth and detail. Most companies have logos or links to PV Cycle for European customers. Only one PV manufacturer (First Solar) explains to all customers how to recycle end-of-life PV modules. For other companies, if recycling options were described, it was for European customers.
- Zero companies can provide documentation to verify that their supply chains do not contain conflict minerals based on the due diligence guidelines set by the OECD. Twelve companies are engaged in or have started the process of due diligence to determine if conflict minerals are present in their supply chains.

### Recommended Actions

Commercial, government, or residential purchasers of PV modules are making a long-term financial and environmental commitment, and PV module manufacturers should make the same long-term commitment to the environment and worker safety.

**Use this scorecard to help choose a manufacturer that is committed to high environmental and worker safety standards for PV module manufacturing.**

### Sponsors



Walden Asset Management  
Finding sustainable business practices since 1971

**ECS REFINING**  
Recycling and Asset Management Solutions



**SF Environment**  
Our home. Our city. Our planet.  
A non-profit for the City and County of San Francisco



**BOSTON COMMON**  
ASSET MANAGEMENT, LLC



**SVTC** SILICON VALLEY TOXICS COALITION

## **Appendix M      FAQs for SES Solar Co-operative Ltd.**

### **Frequently Asked Questions:**

#### **1. How can I become a member of the SES Solar Co-operative Ltd.?**

You can join the solar co-op by purchasing one common share (your \$50 membership) and one preferred share (\$950) for a total of \$1,000. Your preferred share will approximate the generating capacity of one solar panel and its hookup to the grid.

#### **2. How will the organization be run?**

Everyone who purchases one common share and one preferred share will belong to the SES Solar Co-operative Ltd. and will have a say in decision making. Co-op members elect a board of directors on an annual basis to oversee the operations of the co-op. Each co-op member is entitled to one vote at all meetings, regardless of the number of preferred shares.

#### **3. What are the benefits of belonging to the solar co-op? Who is it ideal for?**

- Support Saskatchewan's first solar power co-op initiative with the view to seeing this model replicated many times in the future as solar panel prices continue to decline.
- Support a project with a much lower environmental footprint than the equivalent amount of electricity produced by SaskPower's fossil fuel power plants.
- The solar co-op will offer a hassle-free service. The Co-op's Board of Directors will worry about the installation of the solar panels, their hookup to the grid, proper maintenance of the panels, and snow removal issues.
- Owning one or more shares in the solar co-op will be ideal for those who can't afford to pay for a set of solar panels on their own house, but can afford a share.
- Owning one or more shares in the solar co-op is ideal for those who have shade issues on their own property, which can make installation of solar panels difficult.
- Owning one or more shares at the co-op's solar power plant will be a way of starting to use solar power even if you're renting or residing in a condominium unit.
- Owning one or more shares in the solar co-op is ideal for those who may move in a few years. This way you can invest in solar power and your panel interest isn't 'left behind' when you move.
- You can be assured of good quality panels. SES Solar Co-operative Ltd. will carefully select solar panels with strong environmental performance. We will only purchase from a manufacturer who is very transparent about how their panels are made.
- Co-op members will be able to monitor the production of the solar power plant on a website set up for that purpose.

#### **4. How will the Solar Co-op generate revenue for its members?**

The solar co-op will sell electricity onto the grid (to either Saskatoon Light and Power or SaskPower), and then return the net income that is generated to share owners. Each share

owner will get a cheque in the mail each year from the co-op. The cheque will reflect revenue generated from each member's share(s) less expenses incurred in the operations of the solar power plants.

### **5. How do I indicate my interest in buying a membership?**

The cost to join the SES Solar Co-operative Ltd. and purchase your common share and preferred share is \$1,000. If you would like to join the co-op, you can do so by filling out the membership application form. Upon completion, please mail your membership application and cheque to:

SES Solar Co-operative Ltd.  
c/o Saskatchewan Environmental Society  
204-220 20th Street West  
Saskatoon, Saskatchewan  
S7M 0W9

### **6. Where will the Co-op's first solar power projects be located?**

The SES Solar Co-operative Ltd.'s power projects will all be located in the Saskatoon area. Project locations will have excellent solar access, low rental costs, and cost-effective grid hookup. The Board of Directors would like the locations to have good visibility so that solar power is given more profile in our community.

### **7. Why invest in solar now?**

Approximately three quarters of the electricity we produce in Saskatchewan currently comes from burning fossil fuels. Right now fossil fuel power stations in Saskatchewan do not have to pay for the immense environmental damage they create, so the price we pay for the electricity they produce is artificially low. Coal fired power plants are particularly damaging. In 2013 they supplied 47% of Saskatchewan's electricity.

Solar power emits only a small fraction of the greenhouse gas pollution associated with electricity produced from coal and natural gas. Solar power also doesn't make the same demands on our precious water resources that coal and natural gas fired power stations make, since it does not require immense volumes of cooling water to run its operations.

The Saskatoon area is fortunate to have a tremendous solar resource, with as many hours of sunlight as cities such as Los Angeles, California and Miami, Florida. What's more, the cost of solar electric technology is steadily dropping. Solar power fits nicely into both an urban and rural landscape. It works well in cold temperatures, as long as the panels are kept free of snow or are installed at a sufficiently steep angle that snow does not stick to them. It also complements our existing wind power resources in rural Saskatchewan, and our potential to

expand wind more. For example, while solar power production takes place during daylight hours, wind power production often peaks at night.

If we want to build a renewable power future for Saskatchewan, the building blocks need to be put in place now, so that when solar electric prices drop further, the institutional structures we need to make solar power take off are ready to go. That is one of the important objectives the SES Solar Co-operative Ltd. will contribute to.

### **8. Will investors recover their costs over time?**

The SES Solar Co-operative Ltd.'s goal is to provide an average return on investment of 2+%. This number is expected to improve with time.

### **9. How much greenhouse gas reduction will be achieved by the first solar power plant's operation?**

Greenhouse gas reduction from the installation and operation of the solar power plant will be at least 20 tonnes per year for every 100 panels, and potentially higher depending on the mix of coal and natural gas being displaced. If these greenhouse gases were instead permitted to go into the atmosphere, they would remain there for a very long time. Carbon dioxide emissions from fossil fuel burning remain in the atmosphere for an average of 100 years. The nitrous oxide emissions from fossil fuel burning remain in the atmosphere for 114 years. Both contribute to climate change over that entire time.

In fact, some of the impacts from manmade carbon dioxide releases go on much longer than 100 years. The reason that the number for the atmospheric lifetime of carbon dioxide is an "average" is because while some of the carbon dioxide released by fossil fuel burning is taken up by terrestrial vegetation and by the oceans within 30 years; much of it remains in the atmosphere for centuries. Scientists now estimate that at least 15% of the carbon dioxide released by fossil fuel burning today will remain in our Earth's atmosphere for 1,000 years.

During its time in the atmosphere, this excess carbon dioxide contributes to the many consequences of climate change, including extreme weather events, and severe flooding and drought.

Moreover, when the carbon dioxide from fossil fuel burning is later taken up by the oceans, it causes sea water to acidify. Due to the enormous volumes of man-made carbon dioxide now being transferred from the atmosphere to the oceans, the oceans are acidifying at an alarming rate. This poses a serious threat to the health of our marine ecosystems, and particularly to all ocean creatures that form shells.

Thus, moving away from fossil fuels for electricity generation, and replacing them with clean, renewable power is urgently needed.

## Appendix N Membership Application Form

### SES SOLAR CO-OPERATIVE LTD. MEMBER & SHARE APPLICATION



Name of applicant: \_\_\_\_\_

Name of co-applicant (if any): \_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

E-mail address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**Contact us at:**

204-220 20<sup>th</sup> Street West  
Saskatoon, SK  
S7M0W9

306.665.1915

solarcoop@environmentalsociety.ca  
www.sesolarcoop.wildapricot.org

1. I am already a SES Solar Co-operative Ltd. member:

yes       no

**Note:** A SES Solar Co-operative Ltd. membership consists of one Class A Common (Membership) Share priced at \$50 and one Class B Preferred Share priced at \$950. Each member can only own one common share, but may own more than one preferred share.

2. I need to purchase a Class A Common (Membership) Share today:

yes       no

3. I already own \_\_\_\_\_ Class B Preferred Share(s). If you do not own any preferred shares, please indicate this by writing "0" on the line provided.

4. Today I will be purchasing \_\_\_\_\_ Class B Preferred Share(s).

5. I certify that I am at least 18 years of age:

yes       no

6. I authorize the SES Solar Co-operative Ltd. to provide notice as required by e-mail by considering "notice in writing" to include e-mail communication. See Notice of Meetings By-Law item 8.05 below.

yes       no

Signature of applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of co-applicant (if any): \_\_\_\_\_ Date: \_\_\_\_\_

**Notice of Meetings 8.05:** Notice in writing of the time, place, and purpose of each meeting of members must be given to the members between twenty-one (21) and fifty (50) days in advance of the meeting.

## Appendix O Preferred Share Certificate

# Share Certificate

SES SOLAR CO-OPERATIVE LTD.

*Registered under the Co-operatives Act of Saskatchewan  
Co-operative No. 12345678*

*This is to certify that **Jane Doe** of **City, Province** is the registered holder of one (1) Class B Preferred Share numbered 000 fully paid up in the capital stock of SES Solar Co-operative Ltd. The rights, privileges, restrictions, and conditions attaching to the share are subject to the By-laws and Articles of Incorporation of the Co-operative.*

*In witness whereof the Corporation has caused this certificate to be signed by its duly authorized officers this 24th day of June, 2015.*



President \_\_\_\_\_

Secretary \_\_\_\_\_

## Appendix P Indiegogo Campaign

In December of 2014, the Saskatchewan Environmental Society came up with a plan that would both attract new members and help with the financial side of things. They entered a competition hosted by Affinity Credit Union called Business for Good Social Venture Challenge. This endeavor was a crowd funding competition powered through Indiegogo. Indiegogo is a website that offers free fundraising capabilities for personal and nonprofit profits. Through the Indiegogo website, supporters of Saskatchewan's first solar co-op could vote for their favourite Business for Good Social Venture Challenge by selecting one of seven perks. The perks from the Saskatchewan Environmental Society's Indiegogo campaign are outlined in the chart below.

Perk	Amount	Description
Vote With Your Dollar	\$1	By "voting with your dollar" – literally – you will receive good karma! Thanks for your contribution!
Virtual High Fiver!	\$10	Your contribution will get you the world's best virtual high-five. Thanks for your contribution!
Climate Friendly Supporter	\$20	Your donation will get you a virtual high-five and a "Climate Friendly Zone" decal. Visit <a href="http://www.climatefriendlyzone.ca">www.climatefriendlyzone.ca</a> for more information. Thanks for your contribution!
Limited Edition Notebook	\$50	At this contribution level you will receive a virtual high five, a SES membership for the 2015 calendar year, and an awesome SES notebook. Thanks for your contribution!
Limited Edition T-Shirt	\$100	At this contribution level, you will receive a virtual high-five, a SES membership for the 2015 calendar year, and a limited edition t-shirt on organic cotton designed by Hardpressed in Saskatoon, SK. Thanks for your contribution!
Founding Supporter	\$500	As a founding supporter, your name will be added to a plaque on the solar farm site. You will also receive an SES membership for the 2015 calendar year. Thanks for your contribution!

Solar Co-operative Member	\$1,000	Be one of the first to join the solar power co-operative! You will receive one solar panel in the co-op (you can always buy more at a later date), a solar power co-op membership, and a SES membership for the 2015 calendar year.* Thanks for your contribution!
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\*The SES Solar Co-operative Ltd.'s makeup has changed since the Indiegogo campaign. Rather than selling panels, the SES Solar Co-operative Ltd. now sells preferred shares. To learn more, about the SES Solar Co-operative Ltd.'s share structure, please see the

**According** to TREC Renewable Energy Co-operative, you can increase the efficiency of your co-op by centralizing your membership information. The SES Solar Co-operative Ltd. keeps physical and digital records, and uses its website to store its membership information *all in one place*. The Co-operatives Act, 1996 lists the full requirements for keeping records. The SES Solar Co-operative Ltd. recommends centralizing the following records:

- Contact information
  - Names arranged in alphabetic or numeric order
  - Members' most recent addresses
  - Members' phone numbers
  - Members' e-mail addresses
- Co-op membership information
  - Date that contact became a co-op member
  - Membership and share application forms
  - Share certificates and/or share receipts
- Financial records
  - Number of shares held by each member
  - Dividend amount paid to each member, including issuance date of dividend cheque(s)

Share description section.

In addition to the amount raised by supporters who each chose a perk level, the competitor with the most funders was rewarded \$50,000 from Affinity Credit Union. The Saskatchewan Environmental Society ended up winning the competition. Supporters funded \$59,000, meaning that the Saskatchewan Environmental Society raised \$109,000 through the Good Social Venture Challenge.

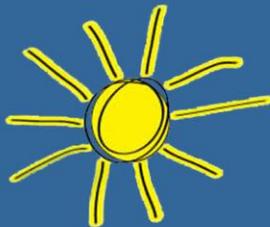
To view the Saskatchewan Environmental Society's Indiegogo campaign online, please visit <https://www.indiegogo.com/projects/saskatchewan-s-first-solar-power-cooperative#/story>.

**Note:** Since the Indiegogo campaign, certain aspects of the SES Solar Co-operative Ltd.'s structure has changed. For example, the SES Solar Co-operative Ltd. has developed new Frequently Asked Questions, which can be viewed at <https://sessolarcoop.wildapricot.org/Frequently-asked-questions>.

The following represents how the Saskatchewan Environmental Society's campaign was set up on the Indiegogo website:

## Let us introduce ourselves:

Before Environment Canada, there existed the [Saskatchewan Environmental Society](#)! **SES is a non-profit organization** that has been working towards a sustainable future since 1970. SES has established a reputation for sound science, good management, civility, and an ability to work collaboratively. The people who work and volunteer for SES are passionate and well-educated individuals who care deeply about the environment and know that a sustainable future is only possible with support for and support from their broader community. Our work is varied and diverse, and **for years, we have pondered ways to make solar power a viable option in Saskatchewan.** This is where the idea to develop **Saskatchewan's FIRST solar power cooperative** was born. Saskatchewan is fortunate to have an outstanding sunlight resource - the best among all of Canada's provinces.



On average,  
Saskatchewan has 2267 hours of sunlight per year.  
That is equivalent to  
**316 days!**

**Help start something great:  
Saskatchewan's FIRST solar power co-op**

Our plan is to establish a cooperative that will install and operate a 100 kilowatt solar farm, that will house 400 solar photovoltaic panels, in the Saskatoon region. **This solar power farm will successfully meet the electricity needs of its members in a way that is:**



If that doesn't sound exciting enough, members of the cooperative will cut their greenhouse gas emissions by 121 tonnes per year. That is the equivalent of **1326** trees, which is huge!

A solar power cooperative is also an incredibly unique concept, as it provides people who would not normally have the ability to install solar panels on their home, the opportunity to invest in a renewable tomorrow. Do you live in a condo? Do you rent? Do you plan on moving to a different home in a couple of years? Have you always wanted to have renewable energy, but don't know where to start because the paperwork and installation seem overwhelming?

**These are all reasons to invest.**

The co-op will also take care of all maintenance, which means you won't be the one sweeping the snow off your panel(s) every time it snows. The convenience factor of this cooperative is tremendous!



## Primary outcomes of the solar power co-op:

The outcomes of this co-op are multi-pronged.

1. **A significant net reduction in greenhouse gas emissions for all members of the co-op.**
2. **A financially viable solar power co-operative in the Saskatoon area** with a committed membership base and a solid legal structure.
3. **A solar power co-op that serves as a working model for the development of many more across the province.** Our hope is to see 40 solar power co-ops established in Saskatchewan over the next 10 to 15 years.

## Why your donation matters:

We are one of three finalists in the Affinity Credit Union [Business for Good Social Venture Challenge](#). This means that **by donating your hard earned money to SES, you'll give us your vote.** Donate a little, or a lot, the choice is up to you! Every donation gives us the chance to win \$50,000 in addition to the crowdfunding contributions we receive. The winner of the \$50,000 will be determined by the amount of funds raised by each finalist and the number of unique contributions. **By contributing even a dollar, you are showing your support for Saskatchewan's FIRST solar power cooperative!**



The first solar power co-op will face the highest start-up costs. This is why SES is seeking support from Affinity Credit Union to help offset these costs and successfully launch the project. We don't want co-op members to be burdened by these additional start-up costs.

Your contribution, no matter what size, also helps us along our way in actually developing the cooperative. Our **next steps** include:

- developing a proper legal structure for the co-op
- finalizing a suitable site for the cooperatively owned solar power installation
- signing up members who want to participate in the co-op
- arranging for and overseeing the installation of the solar photovoltaic system and the necessary grid hookups
- ensuring replicability of this solar co-op, by writing a strong business plan

### **So, what's in it for you?**

Besides that warm feeling that you'll get in your heart when you gift your hard-earned dollars to the solar power cooperative, you'll also receive some great perks! Check the right-hand side for what we will give you in return for your contribution. Karma? Awesome. Virtual high-fives? Even better. SES memberships, notebooks, and t-shirts? You don't want to miss out on these! You can even purchase a solar panel now!

The t-shirt is available at the \$100 perk level-- it's designed and printed by Hardpressed in YXE, on organic cotton.



If we don't reach our entire crowdfunding goal, the funds will still go towards developing the solar power cooperative. It just might take us a bit longer to get the ball rolling.

## **Other ways you can help:**

**Share, share, share!** By forwarding this onto your friends and family and asking them to contribute, you are helping start something great in Saskatchewan. Thank you!

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## **Technical FAQs:**

### **1. How big will the solar farm be?**

It will have 100 kilowatts of electrical capacity. The co-op will install 400 solar panels each of which will produce 250 watts of electricity. The solar power plant will be hooked up to the SaskPower grid.

### **2. How will the cooperative be run?**

Everyone who purchases a solar panel will belong to the solar power cooperative and will have a say in decision making. This will be the first solar power cooperative in Saskatchewan.

### **3. How much does one solar panel unit cost?**

When you include the cost of the solar panel, and the solar panel's share of other installed costs such as the inverters and hookup to the power grid, buying a panel unit will cost \$900. The additional cost in the perk section (to the right) is to provide additional funding to the solar power cooperative project.

### **4. Will investors recover their panel costs over time?**

No. At the current price SaskPower pays under the Small Power Producers Program, we estimate investors will get between \$650 and \$700 of their investment back over 25 years.

### **5. How many panels will I need to purchase to supply to my entire home?**

This will depend on the size of your home. We can help!

### **6. What solar panels will be purchased?**

SES will be careful to select solar panels that are high performing and have a low greenhouse gas footprint in the course of their manufacture, so that greenhouse gas emission reduction for co-op members is maximized.

### **7. What if I only buy one panel now, can I buy more in the future?**

Absolutely! But remember that only 400 are available.

### **8. What if I can't afford a panel now?**

We plan to pre-sell all 400 available panels before we build the solar farm. If you are interested in purchasing a panel and would like to discuss your options, please contact us!

### **9. Why invest in solar?**

Approximately half of our electricity in Saskatchewan currently comes from coal, a very dirty source of power. Solar power emits only a small fraction of the greenhouse gas pollution associated with electricity produced from coal and natural gas. Solar power fits nicely into an urban landscape. It works in cold temperatures, as long as the collectors are kept free of snow. It also compliments our existing wind power resources. For example, while solar production takes place during daylight hours, wind power production often peaks at night. What's more, the cost of solar electric technology is rapidly dropping. If we want to build a renewable power future for Saskatchewan, the building blocks need to be put into place now.

## **Project experts:**

**Ronn Lepage** is a chartered accountant, certified management consultant and LEED Green Associate. His company, VerEco Homes Inc. focuses on designing, building and maintaining

eco-friendly homes. Ronn holds a Bachelor of Commerce degree and a Master of Science degree. He worked for many years as a partner with Deloitte, Canada's largest professional services firm. Ronn serves as the Treasurer of the Saskatchewan Environmental Society.

**Joe Schmutz**, PhD has just retired after many years of serving as a faculty member in the School of Environment and Sustainability at the University of Saskatchewan. His primary expertise is in the area of ecology and biodiversity. He owns a small consulting business, Prairie Ecodesign Ltd. Joe also serves on the Saskatchewan Environmental Society board of directors.

**Bill Wardell** is a partner in the Saskatoon law firm of Wardell Gillis and farms near Floral, Saskatchewan, just south of Saskatoon. He helped to establish the legal aid system in Saskatchewan and taught law at the College of Law for many years. He has served on the boards of SaskTel and the Saskatoon Co-op. Bill also serves on the Saskatchewan Environmental Society board of directors.

In addition to their widespread experience, Ronn, Joe and Bill all have solar installations on their own properties. Ronn meets the entire electrical needs of his home using solar energy, and Bill meets the entire electrical needs of his home and farm with solar power. Joe meets his domestic hot water needs with solar energy. All three have significant experience with the challenges that comes with solar installations, and with the maintenance of solar systems, as well as with the tremendous benefits of solar energy.

**Thank you for supporting solar in Saskatchewan!**

## Appendix Q      Sample Meeting Agenda

Agenda for the Meeting of the (name of group)

(Date – Time – Place)

- 1) *Adopt agenda:* Any member entitled to participate can recommend a time limit on the meeting, on a specific agenda item or on both. If one item is taking too long to discuss, it might be better to schedule a special meeting to deal with it.
- 2) *Call the roll:* If there is any question about the quorum, it is best to take attendance formally. In a large meeting, when not everyone present is a member, it is important to have some way to distinguish registered voters such as voting cards for a show of hands or ballots issued when voters arrive. Although a formal roll call is not necessary at a small meeting, the recorder will note who is present and who is absent in the minutes.
- 3) *Adopt minutes of the last meeting (as distributed or as amended):* If all members are eligible to participate in the meeting have not received a copy of the minutes, they should be read aloud. Each member has the right to request that the minutes be amended if they do not accurately reflect the decisions taken, actions assigned or views expressed at the meeting. If the other members agree that the minutes of the previous meeting should be changed, the changes are noted in the minutes of the current meeting, and the past minutes are approved “as amended”.

If there are many changes to be made, you may want to defer approval until changes have been made in the original minutes, and new copies distributed; if this happens, it should be noted on each copy of the original minutes that they have been replaced, and on the replacement minutes as well, to avoid confusion later.

- 4) *Old business:* This is for business continuing from the last meeting. If a request for action or information was made at a previous meeting, you can include a copy of the response or report with the agenda or note that it has been received and will be read at the meeting. A copy should always be filed with the minutes.
- 5) *Management and Committee Reports:*
  - a. *Updates:* Items that do not require action or a decision, but are relevant. You may wish to include action items that are not yet due, as a reminder to the person(s) involved. There is no debate on updates.
  - b. *Decision Required:* Items that require action or direction from the members attending this meeting.
- 6) *New Business:* New business may be scheduled on the agenda, or may be brought up by individuals prior to approving the agenda at the beginning of the meeting.

- 7) *Announcements, appreciations, and meeting evaluation:* Schedule a time when members can mention upcoming events and items of general interest so you are more likely to stay on track during the meeting. This is also an appropriate time to say thank you for the work volunteers have done. If you also take the time to evaluate each meeting, your members will increase their facilitation skills and your meetings will become more effective.
- 8) *Set next meeting time and place.*

Source: *Co-operatives by Design: Building Blocks for Co-op Development.* (2002) S. Kinnis, L. Cayo, & K. Gabelmann. British Columbia Institute for Co-operative Studies. University of Victoria, Victoria, BC, Canada.

**Appendix R      Election Ballots**

**SES Solar Co-operative Ltd.  
June 24, 2015 Board Election**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. SES Representative
- 11. SES Representative

**SES Solar Co-operative Ltd. |  
June 24, 2015 Board Election**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. SES Representative
- 11. SES Representative

**SES Solar Co-operative Ltd.  
June 24, 2015 Board Election**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. SES Representative
- 11. SES Representative

**SES Solar Co-operative Ltd.  
June 24, 2015 Board Election**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. SES Representative
- 11. SES Representative

## Appendix S      AGM Invitations

*you're invited...*

### SES SOLAR CO-OPERATIVE LTD. ANNUAL GENERAL MEETING

*when:* Wednesday, June 24, 2015  
7:00-8:00PM General Information Session  
8:00PM Business Meeting

*where:* Confederation Inn  
3330 Fairlight Drive, Saskatoon

*Please RSVP*

Note: you are invited to join us even if  
you are unable to RSVP.

You will receive a detailed information package  
via email a week before the meeting.

*email:* solarcoop@environmentalsociety.ca  
*phone:* 306.665.1915

*you're invited...*

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