



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Members of Planning and Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
Kari Fougere, Acting Director of Planning and Development

Date: July 10th, 2025

Subject: Development Agreement: Bear Lake Wind Project; File # 25-18

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION or DECISION REQUEST

Staff recommends that the PAC/HAC forward a positive recommendation by passing the following motion:

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to allow a Wind Farm on PIDs 45399540, 45399573, 45381217, 45381209, 45399532, 45060068, and 45060076 which is substantively the same as the draft set out in Attachment D of the report File #25-13 to the Planning and Heritage Advisory Committee dated March 13, 2025.

...that PAC/HAC recommends that Council require that the development agreement with Bear Lake Wind Ltd., Wagner Forest NS Ltd., and Atlantic Star Forestry Ltd., for PIDs 45399540, 45399573, 45381217, 45381209, 45399532, 45060068, and 45060076 be signed within 120 days from the date of final approval by Council or the date that any appeals have been disposed of; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Property <input checked="" type="checkbox"/>	Public Opinion <input type="checkbox"/>	Environment <input checked="" type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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An application for a development agreement to permit a new wind farm in the communities of Vaughn and Upper Vaughn was submitted in March 2024. The application was evaluated over

the course of several months and was submitted to PAC/HAC on October 10, 2024 where it received a positive recommendation, with amendments. The application and recommendation were presented to Council on November 28, 2024 for consideration for first reading. At that time, Council postponed first reading requesting further detail by way of a Cumulative Visual Effects Study. In February 2025, representatives of Bear Lake Wind Ltd. resubmitted their application for a development agreement to be considered under recently amended Municipal Planning Strategy policy. The application was submitted by Andrea Cosman and Mark Stewart on behalf of Bear Lake Wind Ltd, and deemed complete on February 25, 2025. Further, that application was withdrawn and this application was submitted on April 28, 2025 with a revised development concept.

The project is proposed to have a total of 11 wind turbines, with 2 wind turbine located in the Municipality of Chester and another 2 located in Halifax Regional Municipality. The proposal for West Hants Regional Municipality (WHRM) is a 7 turbine wind farm. Each turbine has a capacity of 8.0 MW and a total height of 211 m. The proposal also includes four alternate turbines locations to be used in cases of constructability issues at the time of development which have been predetermined in the development agreement and will be subject to the same requirements. The development agreement only allows for a total of 7 turbines.

On December 13, 2023, the Minister of the Department of Environment and Climate Change gave the Bear Lake Wind Project Environmental Assessment Approval, subject to a list of conditions (Attachment F). Further, The Nova Scotia Environment and Climate Change's (ECC) EA Branch, along with relevant government reviewers, have reviewed the proposed changes to the wind farm layout. The EA branch in an email received by the applicant on Monday 28 April 2025 approved the changes noting that an additional Environmental Assessment is not required, provided the following conditions are met:

- *Provide updates to information required through Terms and Conditions of the EA approval to reflect the proposed changes, as required. It will be particularly important to work with NS Natural Resources to ensure that the required Wildlife Management Plan reflects the proposed changes and considers the impacts of the project with the new footprint.*
- *Ensuring updated archeological assessments are provided and approved by Communities, Culture, Tourism, and Heritage prior to construction.*
- *Obtain all required approvals under Part V of the Environment Act from the local ECC office.*

On January 24, 2025 new West Hants Municipal Planning Strategy policy came into effect pertaining to large wind turbine development that will be used to evaluate this development agreement. These changes included new separation distances and the removal of visual intrusiveness policy criteria.

DISCUSSION

The Bear Lake Wind Farm proposal consists of 7 separate PIDs within WHRM. One lot is Crown land owned by the Province of Nova Scotia who has given permission for the applicants to apply for a development agreement for the proposed wind farm on the Crown land, with the understanding that the final agreement will not be recorded on those lots until the applicant has a land lease with the Province. The lease process is underway, and the draft development agreement acknowledges that this lease should be in place before June 30, 2026. 2 turbines are proposed on the Crown Land lot.

The other 6 lots are primarily cleared forestry land with an existing network of forestry service roads. These lots are owned by Atlantic Star Forestry, and either leased by Bear Lake Wind Ltd. or leased by Wagner Forestry and sub-leased by Bear Lake Wind Ltd. for this wind project. Five turbines are proposed on private land within WHRM.

All of the lots are designated Resource on the Generalized Future Land Use Map (GFLUM) of the West Hants Municipal Planning Strategy (Figure 2) and are zoned General Resource (GR) on the Zoning Map of the West Hants Land Use By-law (Figure 3). Uses permitted in the General Resource (GR) zone include agricultural uses, automobile service stations, forestry and other resource uses, low density residential uses, retail and service shops.

All properties abutting the project area are designated Resource and zoned General Resource (GR). The private road community of Chalet Hamlet is centrally located to the subject lots. While the project area does abut these residential uses, the closest proposed wind turbine is setback a distance of 1043 meters from the closest dwelling.

West Hants Land Use By-law

Section 6.0 of the WHLUB, *Development Agreements*, states that *“The following developments may be considered only by development agreement in accordance with the Municipal Government Act and the Municipal Planning Strategy:*

(aa) permanent or long-term installations of large wind turbines or wind farms outside the Growth Centre, Village and Hamlet designations in accordance with Policy 4.24.4 of the Municipal Planning Strategy.”

Development Agreement

A development agreement is a contract between an owner of land and the Municipality to allow Council to consider a use that is not a listed permitted use within a zone on a specific lot. The ability for Council to consider a development agreement must be stated in the Land Use By-law and the Municipal Planning Strategy must identify the kinds of uses Council may consider in each area. Uses which Council may consider are those which Council has determined may have sufficient impact on an area that a negotiated process is required to ensure the potential impact is minimized. In the Municipal Planning Strategy Council usually identifies both specific and general criteria which must be considered when making decisions regarding a development agreement.

A proposal being considered must be measured against only the specific and general criteria in the Municipal Planning Strategy and not any other criteria.

Proposed Development Agreement

The draft development agreement in Attachment D outlines the parameters of the proposed 7 turbine wind farm within WHRM.

Section 2.3 of the draft development agreement requires a minimum setback from any lot line not included in the project area of 1.1 times the height of the turbine and 550 m. (1,804 ft.) from any woods camps existing as of the date the agreement is approved. There is also a minimum separation distance between any turbine to any residential dwelling of 4 times the height of the turbine or the distance required to ensure that sounds level from the wind turbine do not exceed 40 dBa at the exterior of a residential dwelling and, a residential dwelling receives less than 30 minutes per day of 30 hours per year of shadow flicker. These distances meet and exceed the separation distances required by Policy 4.24.4 in the West Hants Municipal Planning Strategy (WMPS) and minimum planning requirements set out in the Municipal Government Act. The wind farm requires the primary road access to be provided from Highway 14 and requires an external point of entry/exit to Chalet Hamlet for emergency use only. This section also speaks to the four alternative turbines locations which may be used in the event that constructability issues are encountered at one or more of the planned turbine locations, subject to the requirements within the development agreement. The development agreement allows for a maximum of 7 turbines.

Section 2.5 of the draft development agreement requires the applicant to install either an automatic aircraft detection system or dimmable lighting on each turbine, if approved by Transport Canada to reduce visual impact. Section 2.7 of the draft development agreement requires the applicant to consult with the local Fire Chief on the design and construction of the Facility to ensure adequate access for fire vehicles, the installation and operation of a passive fire detection and suppression system in the nacelle of each turbine, and to provide a copy of an emergency response plan to the local Fire Chief and the Municipal Emergency Management Coordinator. The applicant is also required to provide a stormwater management plan prior to any development permits being issued to show that storm water discharge will balance pre- and post-construction flows to ensure there is no negative impact on downstream properties or watercourses.

Section 2.10 and 2.11 outline the requirements of decommissioning and a decommissioning fund being required. By the tenth anniversary of the commencement of commercial operation of the wind farm, the applicant is required to provide proof that the decommissioning fund holds a sum of money sufficient to decommission the project. The decommissioning fund is a financial reserve set aside by the wind farm owners or operator to cover the cost of removing turbines and restoring the land at the end of wind farms operation life and is triggered by the notice of intent to discharge the agreement.

The Executive Director of Land Services with the Provincial Department of Natural Resources and Renewables has indicated that the Province will not participate in a development agreement, as they are a higher level of government than the Municipality and the land lease (if approved) will be more stringent than Municipal requirements. The Municipal Solicitor has removed reference of the Province being party to the agreement but acknowledges that a land

lease must be obtained from the Province before the development agreement is executed on those lots.

Public Input

A Public Information meeting for File #25-18 was held on May 21, 2025. The public will be given another opportunity to provide input at the Public Hearing prior to Council making a final decision on the application.

After the Public Information meeting held in May 2025, staff received some comments from the public during the Public Information Meeting (PIM) comment period. All comments received were considered by staff when drafting this report and draft development agreement. A copy of the complete comments can be found in Attachment F. Staff have summarized the themes of the public comments from the PIM and those emailed to staff below.

- Those opposed to the project cited the following concerns:
 - Environmental impacts
 - Well water / drinking water impacts from blasting
 - Cost and repairs
 - Monitoring of the requirements in the Environmental Assessment
 - Aircraft detection system and radar interference
 - Perceived health impacts
 - Exporting power
 - Too many wind farms
 - Perceived impact to property values
 - Fire suppression concerns

The concerns regarding environmental and health impacts of the project are reviewed in the Provincial Environmental Assessment process and the conditions set as part of project approval require additional studies to be provided at various stages of project construction, including but not limited to a surface water management plan, a detailed sediment and erosion control plan, a wildlife management plan, and a blasting plan. The conditions of the Environmental Assessment approval require the applicant to ensure that operational noise levels at any permanent or seasonal receptors do not exceed 40 dBA and that shadow flicker does not exceed the shadow flicker limits of 30 minutes per day, or 30 hours per year, at any permanent or seasonal receptor. The conditions also require the applicant to provide updated shadow flicker assessment, noise modelling (including background/baseline noise), and the final turbine selection / placement to the Department of Environment and Climate Change prior to road construction and/or upgrades.

The inclusion of Crown land in the project site is at the discretion of the Provincial Department of Natural Resources and Renewables. As noted, a land lease with the Province is required to

allow the wind turbines to be constructed on Crown land. The lease process is underway, and the draft development agreement acknowledges that this lease should be in place before June 30, 2026. From staff's understanding, if the lease is approved by the Province, the Crown land lease will be specific to the location of the turbines and potential roadways, and not impede full access of the Crown land.

The Provincial Department of Public Works was contacted for comment on the adequacy of road networks leading to the subject lots. The applicant is working directly with representatives from NSDPW to address all necessary permitting and upgrades required for the proposed wind farm.

Requirements for decommissioning and fire protection are outlined in the draft development agreement. The applicant provided additional information on the fire prevention and monitoring systems for the proposed turbines. They noted that they employ fire prevention and mitigation methods and have a site-specific emergency response plan for both construction and operations phases of the project.

Those in favour of the project cited the following benefits:

- Community benefits agreements
- Tax revenue for the municipality
- Secondary access for Chalet Hamlet

Bear Lake Wind has proposed the draft Community Benefit Agreement (CBA) (Attachment E). The draft CBA outlines the parameters for employment opportunities, proximity payments, the community vibrancy fund, and the proposed bursary program. The draft CBA specifies the establishment of a committee to oversee the disbursement of the benefits, the committee has already been established and a member of Council has been appointed.

A Community Benefit Agreement is not required as part of the policy criteria evaluated for wind turbine proposals, however it does provide transparency for staff, Council and the community in relation to the benefits the wind farm developer is committing to providing if the project is approved. The draft CBA has been reviewed by the Municipal Solicitor. Council will be asked to review and approve the CBA at Second Reading for the draft development agreement.

West Hants Municipal Planning Strategy

WHMPS Specific Criteria

Policy 4.24.4 of the WHMPS establishes Council intent to consider installations of large wind turbines or wind farms outside of the Growth Centre, Village, and Hamlet designations by development agreement. The criteria of Policy 4.24.4 are examined in detail in Attachment A. In summary:

- the proposed development has received Environmental Assessment Approval from the Minister of Environment and Climate Change;
- the proposed development is required to provide an updated shadow flicker assessment and noise modelling prior to road construction and/or upgrades as specified in the conditions of the Environmental Assessment Approval to ensure that adequate

separation distances are maintained from adjacent land uses to minimize impacts of noise and shadow and to ensure public safety;

- the turbine selection and siting, and requirements for automatic aircraft detection system or dimmable lighting on each turbine will reduce the visual intrusiveness of the proposal; and
- the developer is working directly with the Nova Scotia Department of Public Works to ensure that all necessary permits and road upgrades are completed.

WHMPS General Criteria

The proposed development will meet the general criteria for development agreements set out in WHMPS Policy 16.3.1. These criteria are examined in detail in Attachment B. In summary:

- the proposal is not considered premature or inappropriate for the area;
- no municipal costs related to the proposal are anticipated; and
- the Development Officer, Manager of Building and Fire Inspection Services, Fire Chief, and Area Manager of the Nova Scotia Department of Public Works have no concerns which have not been addressed in this report.

MUNICIPAL CLIMATE CHANGE ACTION PLAN

The Municipal Climate Change Action Plan (MCCAP) for West Hants (2013) Inland Flooding map shows part of the properties identified as having a 0.11 - 0.50m depth to water table. Section 4.3.2 of the MCCAP (pg. 40-41) explains the Inland Flooding map in more detail. It states *“The Depth to Water Table categories, as seen on the map, indicate quality of drainage: the 0-0.10 m class is generally associated with poor drainage and the 0.11-0.50 m class with imperfect drainage. These areas can be used to infer where water will naturally flow and/or accumulate in the landscape.”*

The draft development agreement requires a stormwater management plan to be submitted to the Public Works Engineering Division to ensure pre- and post-development flows are met prior to receiving a development permit for the proposed uses.

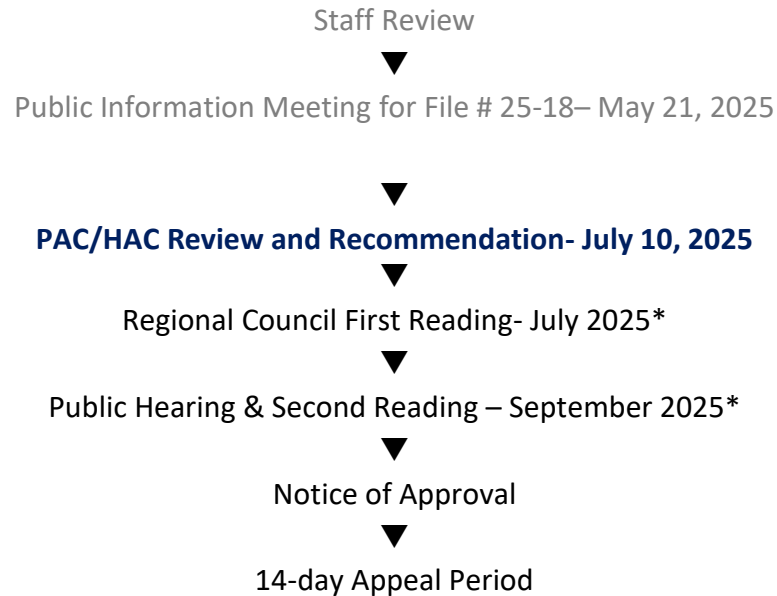
The Environmental Assessment Approval conditions require a surface water management plan to be provided to the Department of Environment and Climate Change prior to road construction and/or upgrades and a detailed sediment and erosion control plan to be submitted to the Department of Environment and Climate Change prior to commencement.

Property owners and/or applicants are responsible for ensuring that their project site is suitable for the proposed uses.

NEXT STEPS

The anticipated process for this application is as follows:

Process



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

There are no financial implications to the Municipality or residents regarding the filing of this report.

ALTERNATIVES

In response to the application, PAC/HAC may recommend that Council:

- hold First Reading and authorize a Public Hearing to approve the development agreement as drafted or as specifically revised by direction of PAC/HAC;
- hold First Reading and authorize a Public Hearing to refuse the development agreement as drafted, citing the criteria that PAC/HAC consider not to be met; or

provide alternative direction, such as requesting further information on a specific topic.

ATTACHMENTS

Figure 1	Land Ownership of Project PIDs
Figure 2	GFLUM Extract
Figure 3	Zoning Map Extract
Attachment A	Specific Criteria for Development Agreement
Attachment B	General Criteria for Development Agreement

- Attachment C Draft Development Agreement
- Attachment D Draft Community Benefit Agreement
- Attachment E Environmental Assessment Approval and Terms and Conditions
- Attachment F Public Information Meeting Notes

Report Prepared by: _____
Kari Fougere, Acting Director of Planning and Development

Report Reviewed by: _____
Alex Dunphy, Senior Planner

Figure 2
GFLUM Extract

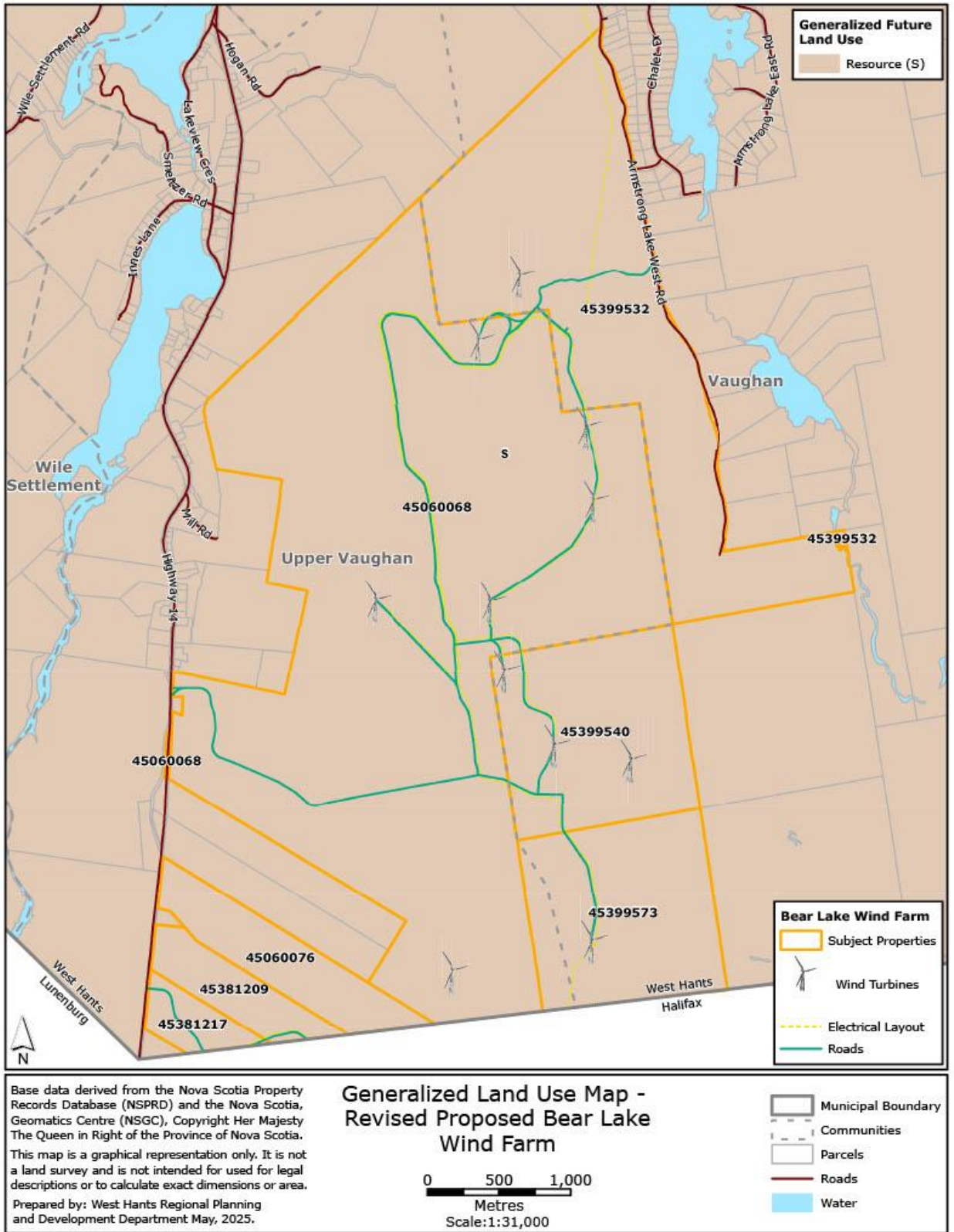
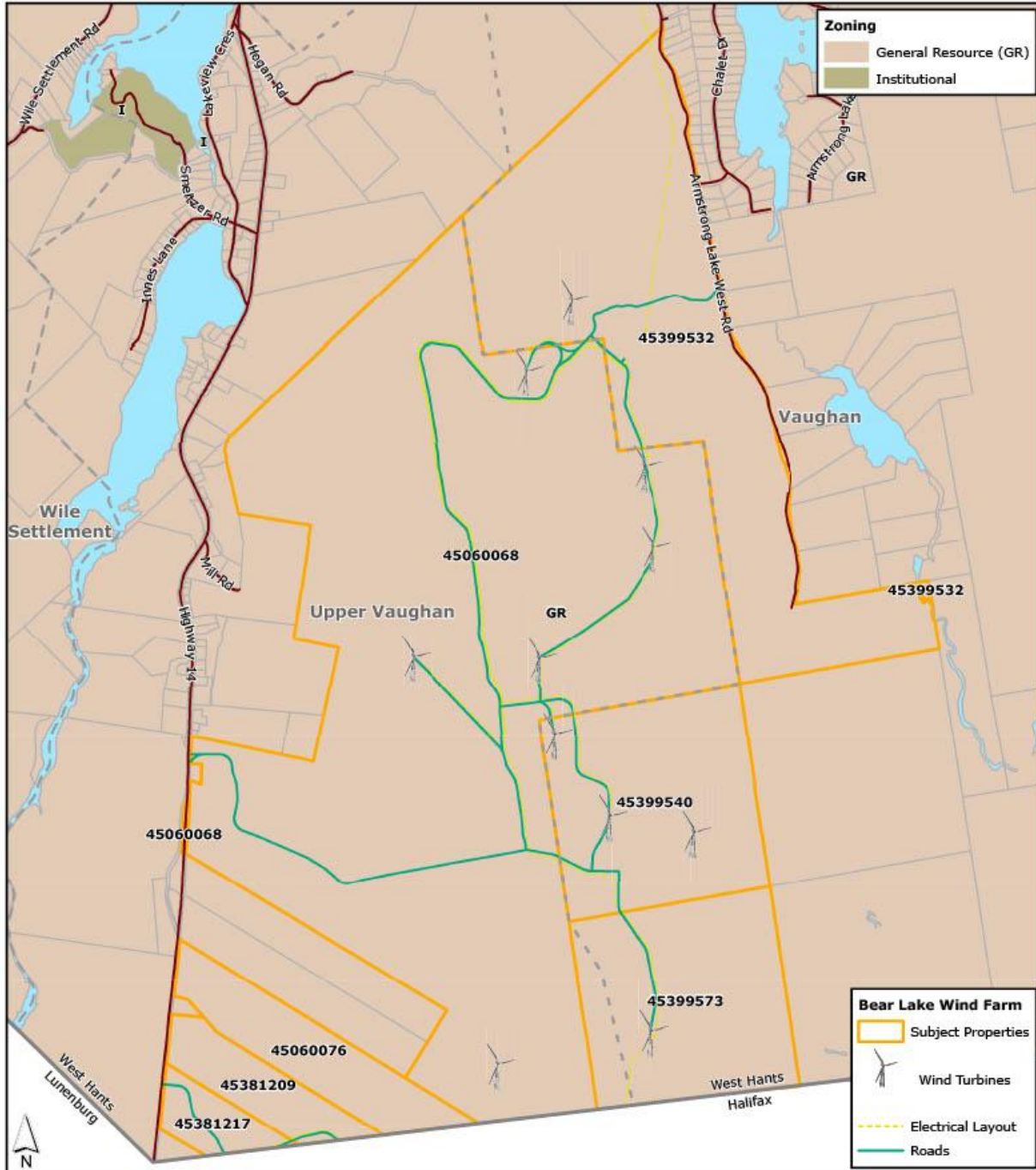


Figure 3
Zoning Map Extract



Base data derived from the Nova Scotia Property Records Database (NSPRD) and the Nova Scotia, Geomatics Centre (NSGC), Copyright Her Majesty The Queen in Right of the Province of Nova Scotia. This map is a graphical representation only. It is not a land survey and is not intended for used for legal descriptions or to calculate exact dimensions or area. Prepared by: West Hants Regional Planning and Development Department May, 2025.

**Zoning Map -
Revised Proposed Bear Lake
Wind Farm**

0 500 1,000
Metres
Scale: 1:31,000

- Municipal Boundary
- Communities
- Parcels
- Roads
- Water

Attachment A
Specific Criteria for Development Agreements

West Hants Municipal Planning Strategy

Policy 4.24.4 It shall be the policy of Council to consider the development of permanent or long-term installations of large wind turbines or wind farms outside the Growth Centre, Village and Hamlet designations by development agreement, having regard to the following (amended by file #24-01 – effective January 24, 2025):

CRITERIA	COMMENT
<p>(a) any required provincial and/or federal government environmental assessment processes have been completed;</p>	<p>The Environmental Assessment for the Bear Lake Wind project was submitted to the Nova Scotia Department of Environment and Climate Change on October 24, 2023. The Minister of Environment and Climate Change granted Environmental Assessment Approval on December 13, 2023, stating that <i>“I am satisfied that any adverse effects or significant environmental effects of the undertaking can be adequately mitigated through compliance with the attached terms and conditions.”</i></p> <p>The Environmental Assessment Approval conditions require the applicant to provide the following to the Department of Environment and Climate Change:</p> <ul style="list-style-type: none"> • a surface water management plan, an Archaeological Resource Impact Assessment (ARIA) for heritage research permit and a program of subsurface testing for any areas of elevated archaeological potential identified under heritage research permit report, and a Mi'kmaq Ecological Knowledge Study (MEKS) for the project prior to

road construction and/or upgrades;

- a detailed sediment and erosion control plan, a wildlife management plan, a comprehensive complaint resolution plan, a Mi'kmaq communication plan, and a comprehensive contingency plan prior to commencement;
- a blasting plan prior to blasting;
- a monitoring program for Mainland Moose and an adaptive management plan in relation to bird and bats prior to construction of turbines;
- an additional year of baseline field bird and bat studies and a mortality monitoring program for birds and bats prior to turbines becoming operational;
- decommissioning and site reclamation plan, two years prior to the end of operation.

Further, The EA branch in an email received by the applicant on Monday 28 April 2025 approved changes to proposed site plan noting that an additional Environmental Assessment is not required, provided the following conditions are met:

- Provide updates to information required through Terms and Conditions of the EA approval to reflect the proposed changes, as required. It will be particularly important to work with NS Natural Resources to ensure that the

	<p>required Wildlife Management Plan reflects the proposed changes and considers the impacts of the project with the new footprint.</p> <ul style="list-style-type: none"> • Ensuring updated archeological assessments are provided and approved by Communities, Culture, Tourism, and Heritage prior to construction. • Obtain all required approvals under Part V of the Environment Act from the local ECC office. <p>The development agreement is contingent on the proposed development adhering to the conditions of the Environmental Assessment Approval.</p>
<p>(b) adequate separation distances are maintained from adjacent land uses to minimize impacts of noise and shadow and to ensure public safety, but installations shall not be required to have separation distances from a dwelling that exceed the greater of;</p> <ul style="list-style-type: none"> i. four times the wind turbine height; and ii. the distance required to ensure that <ul style="list-style-type: none"> a. sound levels from the wind turbine do not exceed 40 dBA at the exterior of a residential dwelling, and b. a residential dwelling receives less than 30 minutes per day or 30 hours per year of shadow flicker; 	<p>The conditions of the Environmental Assessment approval require the applicant to ensure that operational noise levels at any permanent or seasonal receptors do not exceed 40 dBA and that shadow flicker does not exceed the shadow flicker limits of 30 minutes per day, or 30 hours per year, at any permanent or seasonal receptor. The conditions also require the applicant to provide updated shadow flicker assessment, noise modelling (including background/baseline noise), and the final turbine selection / placement to the Department of Environment and Climate Change prior to road construction and/or upgrades.</p> <p>Further, the turbine model being considered for this application has a total height of 211 metres. Therefore, the minimum separation distance required</p>

	<p>would be 844 metres between dwellings and the turbine. The site plan maintains separation distance ranging from 1043-4137 meters to closest dwellings for both proposed and alternate turbine locations which is over and above the minimum required by this policy.</p>
<p>(c) safe roadway access can be provided;</p>	<p>In May 2025, The Nova Scotia Department of Public Works (NSDPW) stated that: “</p> <ol style="list-style-type: none"> 1. <i>The department does not have any concerns regarding the proposed location of the wind turbines;</i> 2. <i>There are concerns regarding the adequacy of the existing Provincial road network as it related to the transportation of the turbine components;</i> 3. <i>There are no concerns with the location of the southern access from Highway 15 on PID 45381217. The location of the norther access is acceptable, however road improvements have been competed may require an adjustment to the existing access;</i> 4. <i>As previously stated, there are concerns regarding both the adequacy and suitability of the Provincial road network.”</i> <p>These concerns have been previously stated by the NSPW regarding applications for this wind farm, however the applicant will work directly with representatives from NSDPW to address all necessary permitting and upgrades required for the development and operation of the proposed wind farm.</p>
<p>(d) any other matter which may be addressed in a development agreement; and</p>	<p>All other matters are addressed elsewhere in this report.</p>

(e) Policy 16.3.1.

Please see Attachment B for further details.

Attachment B

General Criteria for Development Agreements

Policy 16.3.1 In considering development agreements and amendments to the West Hants Land Use By-law, in addition to the criteria set out in various policies of this Strategy, Council shall consider:

(a) whether the proposal is considered premature or inappropriate in terms of:	
(i) the adequacy of sewer and water services;	There are no Municipal water and sewer services provided to this area of the Municipality. It is unlikely that the proposed wind farm would need sewer and water services, however any on-site services must meet the requirements of the Nova Scotia Department of Environment and Climate Change.
(ii) the adequacy of school facilities;	N/A
(iii) the adequacy of fire protection and other emergency services;	The Manager of Building and Fire Inspection Services noted that they had no comments in relation to this application as the Building Officials do not issue any building permits for wind turbines. Building permits would only be required for any building associated with the operation of the wind facility. In response to an inquiry the local Fire Chief commented that: <i>"There is adequate water supply in the vicinity of the proposed area. Any response to a turbine on fire would be strictly to observe and protect possible exposures. Either the fire will burn itself out or the structure will become compromised and collapse. In the event of a collapse then we would be able to enter the area and extinguish any remaining fire. The department will not</i>

enter the collapse zone of a turbine with an active fire, unless there are lives at risk.

The new DA has a different layout than the previous DA. This current proposed layout allows for easier access and evacuation routes if needed. In my opinion this is an improvement from the previous submission and I have no issues or concerns.

A fire suppression system would be ideal however, the passive fire prevention system does meet industry standard. Several online publishing's note that suppression systems are only a recommendation.

Windsystemmag.com has an article published Turbines and fire risk (michele-admin -July 15, 2021) which states "...while NFPA 850, the code for fire safety in power generation, does provide a standard for wind-turbine fire safety, fire detection and suppression systems are only recommended and not required." The same article also notes that Ontario has mandated fire suppression installation in new energy products and requires existing sites to be retrofitted. The CSA Guide to Canadian wind turbine codes and standards (csagroup.org) does not reference a fire suppression system at all. I have not found anything showing Nova Scotia requires a fire suppression system in wind turbines but that doesn't mean there won't be anything in the coming future. As this

	<p><i>development spans into two other counties, if Halifax and Lunenburg counties require a fire suppression system in each nacelle it would only make sense to install it in all of the nacelles in the project. Having a fire suppression system would not change how we approach a fire in a turbine.”</i></p> <p>Section 2.7 of the draft development agreement requires the applicant to consult with the local Fire Chief on the design and construction of the Facility to ensure adequate access for fire vehicles, consult with the Fire Chief on the installation and operation of a passive fire detection and suppression system in the nacelle of each turbine, and provide a copy of an emergency response plan to the local Fire Chief and the Municipal Emergency Management Coordinator.</p>
<p>(iv) the adequacy of road networks adjacent to, or leading to the development; and</p>	<p>Please refer to 4.24.4 (b).</p>
<p>(v) the financial capacity of the Municipality to absorb any costs relating to the development.</p>	<p>There are no anticipated costs to the Municipality regarding this development.</p>
<p>(b) whether the development is serviced, or capable of being serviced, by a potable water supply and either central sewer or an approved on-site sewage disposal system;</p>	<p>Any on-site services must meet the requirements of the Nova Scotia Department of Environment and Climate Change.</p>
<p>(c) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</p>	<p>See Attachment A section 4.24.4 (c)</p>

	<p>The applicant is working directly with representatives from NSDPW to address all necessary permitting and upgrades required for the proposed wind farm.</p> <p>The proposed wind farm will also provide an emergency access and egress for Chalet Hamlet as specified in Section 2.4 of the draft development agreement.</p> <p>There is no rail line in the area.</p>
<p>(d) the adequacy of the dimensions and shape of the lot for the intended use;</p>	<p>In response to an inquiry the Development Officer stated that <i>“We wouldn’t have concerns with the location of the wind turbines and associated substation as it is within the General Resource zone in a rural area and resource designation. The lots are adequate in the shape and dimensions to be large enough for this project, however, the wind turbines shall meet Policy 4.24.4 – specifically provision B to ensure there is acceptable separation distances to dwellings and to minimize impacts of noise and shadow and to ensure public safety.”</i></p>
<p>(e) the pattern of development which the proposal might create;</p>	<p>This is the third wind farm being proposed in the vicinity of the southern portion of WHRM. The South Canoe Wind Farm has been operational in Lunenburg County since 2013 and the Benjamins Mill Wind Farm was recently approved by WHRM Council through</p>

	<p>the development agreement process in 2023. The pattern of development for the Resource designation consists of private road residential developments, residential development along Highway 14, small scale commercial uses, resource uses (i.e., forestry activities), as well as the existing wind farms. The proposed development is consistent with the intent of the Resource designation.</p>
<p>(f) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses, wetlands, and susceptibility of flooding;</p>	<p>The contour mapping for the subject lots shows that the grade increases from Highway 14 to the proposed turbine sites. There are no watercourses depicted on the mapping of the subject lots.</p> <p>The Municipal Climate Change Action Plan (MCCAP) for West Hants (2013) Inland Flooding map shows part of the properties identified as having a 0.11 - 0.50m depth to water table. Section 4.3.2 of the MCCAP (pg. 40-41) explains the Inland Flooding map in more detail. It states “The Depth to Water Table categories, as seen on the map, indicate quality of drainage: the 0-0.10 m class is generally associated with poor drainage and the 0.11-0.50 m class with imperfect drainage. These areas can be used to infer where water will naturally flow and/or accumulate in the landscape.”</p> <p>The draft development agreement requires a stormwater management plan prior to any development permits being issued to show that post-</p>

development peak flows leaving the project area to be balanced to pre-development peak flows (Section 2.8). The Environmental Assessment Approval conditions require a surface water management plan to be provided to the Department of Environment and Climate Change prior to road construction and/or upgrades and a detailed sediment and erosion control plan to be submitted to the Department of Environment and Climate Change prior to commencement.

In the Minister of Environment and Climate Change Environmental Assessment Approval letter, the Minister notes that *“It will be important that you work with the Department of Natural Resources and Renewables to address and mitigate any impacts that may arise from your project given the naturally occurring uranium in the area.”* The Provincial government has a website entitled *“Uranium in Well Water”* and an online mapping portal *“Uranium Risk in Bedrock Water Wells”* which depicts large areas of Hants, Kings, Annapolis, Digby, Lunenburg, and Halifax counties showing high risk for uranium in well water.

<https://novascotia.ca/natr/meb/water-resources/uranium.asp>

The Environmental Assessment Approval conditions require the applicant to immediately contact the Department of Environment and

	<p>Climate Change and the Department of Natural Resources and Renewables if elevated levels of uranium mineralization are encountered on the project site, and at the request of the Department, develop and implement a plan to manage the uranium mineralization.</p>
<p>(g) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and</p>	<p>The Province has given permission for the applicants to apply for a development agreement for the proposed wind farm on Crown land, with the understanding that the final agreement not be recorded on those lots until the applicant has a land lease with the Province. The lease process is underway. The Executive Director of Land Services with the Provincial Department of Natural Resources and Renewables has indicated that the Province will not participate in a development agreement, as they are a higher level of government than the Municipality and the land lease (if approved) will be more stringent than Municipal requirements. The Municipal Solicitor has removed reference of the Province being party to the agreement but acknowledges that a land lease must be obtained from the Province before the development agreement is executed on those lots. The draft development agreement acknowledges that this lease should be in place before June 30, 2026.</p> <p>All Municipal, Provincial, and Federal regulations will have to be met.</p>

<p>(h) any other matter required by relevant policies of this Strategy.</p>	<p>All relevant matters have been addressed in this report.</p>
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Attachment C
Draft Development Agreement



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2025.

BETWEEN:

WEST HANTS REGIONAL MUNICIPALITY, a body corporate pursuant to the *Municipal Government Act*, having its chief place of business at 76 Morison Drive, Wentworth Creek, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the “Municipality”)

OF THE FIRST PART

- and -

BEAR LAKE WIND LTD., a body corporate, with a Halifax office at 2101-1969 Upper Water Street, in the Regional Municipality of Halifax, Province of Nova Scotia,

(Hereinafter referred to as the “Developer”)

OF THE SECOND PART

- and -

WAGNER FOREST NS LTD., a body corporate, with an office at 1019 Prince Street, Suite B, Truro, in the County of Colchester, Province of Nova Scotia,

(Hereinafter referred to as the “Sublessor”)

OF THE THIRD PART

- and -

ATLANTIC STAR FORESTRY LTD., a body corporate, with an office at 1019 Prince Street, Suite B, Truro, in the County of Colchester, Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE FOURTH PART

WHEREAS Owner has leased a portion of its lands to Sub-Lessor ("the Main Lease"), as evidenced by a Notice of Lease registered at the Nova Scotia Land Registry;

WHEREAS Sub-Lessor has entered into a sub-lease (the "Sub-Lease") with Nova Scotia Power Inc. (the "Original Sublessee") as to a portion of its leased premises (being, among others, 45399540, 45399573, 45060076, 45381209, 45381217 and 45399532 (portion of) in Vaughan and Upper Vaughan) being the Subleased Premises therein, and hereinafter referred to as the "WFNS Subleased Property" for the purpose of building and operating a Wind Energy Facility comprising wind turbines, access roads, fencing, service buildings and transmission equipment. The Original Sublessee has assigned its interest in the WFNS Sublease to the Developer who has assumed the same with the consent of the Sublessor.

WHEREAS Owner has joined in a Consent, Non-Disturbance, and Attornment Agreement relating to said Sub-Lease registered at the Nova Scotia Land Registry;

AND WHEREAS Owner has entered into a lease (the "ASF Direct Lease") with Nova Scotia Power Inc. (the "Original Lessee") as to certain other of its lands, being, among others, PID number 45399532 (portion of) in Vaughan and Upper Vaughan (being the ASF Leased Premises therein, and hereinafter referred to as the "ASF Direct Leased Property" for the purpose of building and operating a Wind Energy Facility comprising wind turbines, access roads, fencing, service buildings and transmission equipment. The Original Lessee has assigned its interest in the ASF Direct Lease to the Developer who has assumed the same with the consent of the Owner.

AND WHEREAS Developer has made application for a lease from the Crown in right of the Province of Nova Scotia in respect of Crown lands bearing PID 45060068 (the "Crown Land"),

and the Developer anticipates entering into a lease with the Crown in right of the Province of Nova Scotia in respect thereof (the “Crown Lease”) on or before December 31, 2025;

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow the development, construction and operation of its Wind Energy Facility, being a Wind Farm (as defined in the *West Hants Land Use By-law* (the “Land Use By-law”)), on the Property and on the Crown Land (the “Development”) pursuant to Policy 4.24.4 of the *West Hants Municipal Planning Strategy* (the “Municipal Planning Strategy”) and Section 6.1 of the Land Use By-law; and

AND WHEREAS the Council of the Municipality, at a meeting held on **[Month Day], 2025**, approved this request and adopted this Agreement by policy, subject to the execution of this development agreement by the parties hereto;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

PART 1 AGREEMENT CONTEXT

1.1 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A – Legal Description of the Property and of the Crown Land

Schedule B – Site Plan

1.2 Definitions

- (a) *Municipal Planning Strategy* means the Municipal Planning Strategy of the Municipality of the District of West Hants, approved on May 13, 2008, as amended, or successor by-laws;
- (b) *Land Use By-law* means the Land Use By-law of the Municipality of the District of West Hants, approved on May 13, 2008, as amended, or successor by-laws;
- (c) *Subdivision By-law* means the Subdivision By-law of the Municipality of the District of West Hants, approved on May 13, 2008, as amended or successor by-laws;
- (d) *Environmental Assessment Approval* means the Environmental Assessment Registration Document, any Addendum, the Minister's Decision, and the accompanying Terms and Conditions dated on or before December 13, 2023, as well as all supportive documents such as, but not limited to, the Environmental

Protection Plan and the Erosion and Sedimentation Control Plan which must be submitted to Nova Scotia Environment and Climate Change for approval;

- (e) *Project Area* means all properties which are included as part of the overall Property and Crown Land;
- (f) *Turbine* means a wind energy conversion system whose parts include a foundation, tower, nacelle, rotor assembly and any components within, or attached thereto;
- (g) *Turbine Height* means a vertical distance measured from grade to the tip of the highest extended rotor blade;
- (h) *Wind Energy Facility* (hereinafter sometimes referred to as the "Facility") means the facility containing all equipment and improvements necessary for the conversion and delivery of wind energy into electricity, to be developed by the Developer on the Property and the Crown Land, including, but not limited to:
 - (i) one or more Turbines and associated electrical controllers;
 - (ii) any electrical distribution lines or cabling, communication lines, electric transformers, towers, interconnection or switching facilities, telecommunication equipment, energy storage facilities, power generation facilities, access roads, driveways, meteorological towers, water wells, wind measurement equipment, maintenance/administrative/control buildings, maintenance yards, fencing, gates, berms or other earthworks for environmental protection, signage, and any related equipment, apparatus, accessories, works or appurtenances thereto;

and except where otherwise stated in this Agreement applies only to portions of the Wind Energy Facility located in West Hants;
- (i) *Commencement of Commercial Operation* means the date upon which energy is generated by the Wind Energy Facility for sale;
- (j) *Decommissioning Fund* means as defined in section 2.11 of this Agreement;
- (k) *Property* means collectively the WFNS Subleased Property and the ASF Direct Leased Property;

1.3 Conditions Precedent

Notwithstanding any other provision hereof, this Agreement is subject to each of the following conditions precedent being satisfied, or waived by the Municipality, on or

before June 30, 2026 each of which is acknowledged to be inserted for the exclusive benefit of the Municipality and may be waived by the Municipality, in its sole discretion:

- (a) The Developer entering into a Crown Lease in respect of the Crown Lands and registering this Agreement against its leasehold interests at the registry as defined in the *Municipal Government Act*; and
- (b) The Developer and the Municipality entering into a Community Benefits Agreement (“CBA”) in respect of the Development, on substantially the same commercial terms and conditions as provided for in the draft CBA presented to the Municipality on **[**date**]**.

In the event that either of the foregoing conditions precedent are not satisfied or waived by the Municipality by June 30, 2026, this Agreement may be terminated by the Municipality or the Developer by written notice to the other Parties hereto.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

The Parties agree that uses on the Property and on the Crown Land shall be limited to the following:

- (a) those uses permitted by the underlying zoning in the Land Use By-law; and
- (b) a Wind Energy Facility including all associated equipment and improvements necessary for the conversion of wind energy into electricity and delivery thereof.

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law and the Subdivision By-law apply to any development undertaken pursuant to this agreement.

The uses permitted by this Agreement on the Property shall be limited to the proposed Wind Energy Facility, which consists of up to seven (7) turbines and associated facilities, together with all components associated with the Facility located in West Hants.

2.2 Development Location and Design

- (a) The development location and design shall be consistent with the layouts shown on Schedule B, which includes four (4) alternative turbine locations, which may be used in the event that constructability issues are encountered at one or more of the planned turbine locations.
- (b) The Development Officer may approve changes to the location of the equipment or other aspects of the site plan, and inclusion of additional parcels of land in the

Property and/or the Crown Land, provided that setbacks and/or separation distances listed in Section 2.3, *Site Requirements*, of this agreement are met. Changes to the site plan may also be approved in accordance with reports generated in response to Section 2.9, (c), *Environmental Assessment Approval*, of this agreement provided that the setbacks and/or separation distances listed in Section 2.3, *Site Requirements*, of this agreement are met.

- (c) The Developer shall ensure that the wind turbine colouring will conform with Transport Canada regulations for aviation safety.

2.3 Site Requirements

- (a) The turbines shall conform to the following site requirements:

Minimum Setback from any Lot Line*	1.1 times the height of the Turbine
Minimum Setback between any turbine measured from the closest edge of the base of the tower to any woods camp in West Hants existing as of [MONTH, DAY], 2024 unless written permission is given by the owner thereof	550 meters (1,804 feet)
Minimum Separation Distance between any turbine measured from the closest edge of the based of the tower to any residential dwelling existing as of Month Day, 202X	4 times the height of turbine or the distance required to ensure that sounds level from the wind turbine do not exceed 40 dBa at the exterior of a residential dwelling and, a residential dwelling receives less than 30 minutes per day of 30 hours per year of shadow flicker
The Developer shall ensure that Turbines which are part of the Wind Energy Facility but located outside the Municipality comply with these setbacks from residential dwellings and woods camps located within West Hants.	

- (b) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*.

- (c) Nothing in this Agreement shall prevent the future reconstruction, repair or renovation of any accessory building on the Property or on the Crown Land which is part of the Wind Energy Facility, provided all requirements of this Agreement and the Land Use By-law can be met.

2.4 Access

The Developer shall reasonably minimize the duration and volume of traffic to and from the proposed Development in the vicinity of the primary accesses from Highway 14 and ensure that all required permits are received from Nova Scotia Department of Public Works and any other applicable traffic authority. The Developer shall also maintain at least 2 external points of entry/exit available to all internal roads within the Project Area located within West Hants, to provide redundancy of access and egress for emergencies such as wildfires.

2.5 Signs and Lighting

- (a) Signage and illumination shall be regulated under Sections 5.18 and 7.0 of the Land Use By-law, *Illumination* and *Signs*, which controls lighting, size, location, and number of signs.
- (b) The Developer shall ensure that any Turbine illumination will use an automatic aircraft detection lighting system, subject to Transport Canada approval, or in the absence of such approval will otherwise use dimmable lighting approved by Transport Canada.
- (c) The Developer shall ensure that any illumination not required by Transport Canada shall not project glare or direct illumination onto adjacent properties in West Hants other than those of the Owner and the Crown Land.

2.6 Operation and Maintenance

- (a) The Developer shall ensure that the Facility is operated in accordance with the Environmental Assessment Approval Conditions as registered with Nova Scotia Department of Environment and Climate Change as part of the Environmental Assessment Approval, and in particular that:
 - (i) the sound level generated by the operation of the wind turbines does not exceed the forty (40) dBA maximum relative to identified receptors as prescribed by Nova Scotia Environment and Climate Change in the Environmental Assessment Approval; and
 - (ii) the period of shadow flicker does not exceed thirty (30) hours per year, or thirty (30) minutes per day, relative to identified receptors as

prescribed by Nova Scotia Environment and Climate Change in the Environmental Assessment Approval.

- (b) The Developer shall build, repair and maintain the Facility so that it is in good repair and workmanlike condition in accordance with good utility practice.
- (c) The Developer shall obtain and maintain, as the case may be, all necessary permits and approvals required by the Federal, Provincial, and Municipal Governments.
- (d) The Developer shall ensure that the operation of the Facility is regularly monitored, remotely or by designated on site personnel so as to maintain awareness of its current condition.

2.7 Hazardous Materials and Fire Protection

- (a) Any hazardous materials on site shall be stored, handled, and labeled in accordance with the Environmental Assessment Approval Regulations and the Workplace Hazardous Materials Information System (WHMIS) Regulations.
- (b) Nothing in this Agreement shall exempt or be taken to exempt the Developer or any other person from complying with the requirements of any other applicable statute or regulation of the Federal and Provincial governments, and the Developer agrees to observe and comply with all such laws and regulations in connection with the Development and use of the Property.
- (c) The Developer shall consult with the Chief of the Fire Department having jurisdiction on the design and construction of the Facility to ensure adequate access for fire vehicles.
- (d) The Developer shall provide necessary equipment, training or onsite infrastructure required for adequate emergency response, as reasonably determined by the Chief of the Fire Department having jurisdiction. The emergency response plan required by the Provincial EA shall be shared with the Chief of the Fire Department having jurisdiction and the Municipal Emergency Management Coordinator.
- (e) The Developer shall consult with the Chief of the Fire Department having jurisdiction on the installation and operation of a passive fire detection and suppression system in the nacelle of each turbine.

2.8 Stormwater Management

- (a) Prior to commencement of any earth works in the Project Area, a Stormwater Management Plan (Plan) for the Property and the Crown Land must be submitted to the Municipality in accordance with the WHRM Municipal Service Systems Specifications Manual. The Plan must satisfy the Municipal Engineer that storm water discharge will balance pre- and post-construction flows to ensure there is no negative impact on downstream properties or watercourses.
- (b) The Stormwater Management Plan must be designed to protect the Turbines and associated development in the Project Area from flooding during a 1 in 100-year storm event. Following construction, if the Municipal Engineer determines that the pre-and post-construction flows have not been sufficiently balanced through the implementation of the Plan (or for any other performance issues related to the implementation of the Plan), the Developer shall undertake such remediation as the Municipal Engineer may reasonably require. The Developer will be responsible for future adherence to the Plan, including ongoing maintenance of the stormwater management features included in the Plan. Nothing in this development agreement relieves the Developer or their stormwater engineer from any liability they would otherwise have to owners or occupants of other properties for post-construction stormwater flows, and neither the Municipality or the Municipal Engineer is liable in any way for acceptance of stormwater management plans stamped by a professional engineer accredited with Engineers Nova Scotia.

2.9 Environmental Assessment Approval

The Developer shall undertake to ensure that environmental impacts associated with the proposed Development are mitigated to the maximum extent possible, and in particular that:

- (a) any access roads or driveways constructed be kept to the minimum width reasonably necessary; and
- (b) any clearing of land for turbine foundations, crane pads, laydown areas or other Facility components is kept to the minimum area reasonably required; and
- (c) all activities are undertaken as prescribed by Nova Scotia Environment and Climate Change in the Environmental Assessment Approval, and all other applicable sections of this Agreement.

2.10 Decommissioning

- (a) In the event that Notice of Intent to discharge this Agreement is given to the Developer in accordance with Section 3.5 of this Agreement, the Municipality shall require the Developer to decommission the Wind Energy Facility.
- (b) The Developer shall ensure that the decommissioning of the Facility is carried out in compliance with all Nova Scotia Environment and Climate Change regulations and in accordance with the Environmental Assessment Approval Regulations.

2.11 Decommissioning Fund

The Developer shall create a decommissioning fund (the “Decommissioning Fund”) for the purpose of reserving or providing for necessary monies to decommission the portions of the Wind Energy Facility located on the Property. The Developer shall elect how to establish and manage this fund, which may include any one of the following:

- (a) a letter of credit reasonably acceptable to the Municipality in form and substance and from a financial institution reasonably acceptable to the Municipality, Owner and Sublessor;
- (b) creation of a performance bond reasonably acceptable to the Municipality, Owner and Sublessor;
- (c) creation of a special escrow account by the Developer reasonably acceptable to the Municipality, Owner and Sublessor; or
- (d) another effective alternate method reasonably acceptable to the Municipality, Owner and Sublessor.

The Developer shall provide notice within 30 days to the Municipality of the Commencement of Commercial Operation of the Wind Energy Facility, with a copy of such notice to the Owner and Sublessor.

On or before the fifth anniversary of the Commencement of Commercial Operation of the Wind Energy Facility (and at least 180 days prior to any proposed substantive change in the form or management of the Decommissioning Fund), the Developer shall provide to the Municipality a written description of its plan to establish (or alter) and manage the Decommissioning Fund, with a copy to the Owner and Sublessor. The Municipality, Owner and Sublessor may review the plan for its adequacy and shall provide written notice of acceptance or rejection (with reasons therefore) within thirty (30) days. If the parties cannot agree to a suitable plan within 90 days of the Municipality’s receipt of said plan, the matter may be arbitrated by a single arbitrator

under the *Commercial Arbitration Act* of Nova Scotia with the arbitrator having jurisdiction to stipulate the nature and terms of the Decommissioning Fund.

By the tenth anniversary of the Commencement of Commercial Operation of the Wind Energy Facility and at all times thereafter until and unless this Agreement is discharged, the Decommissioning Fund shall hold or provide for a sum of money estimated to be sufficient to decommission the portions of the Wind Energy Facility on the Property net of any salvage value, as reasonably estimated by an independent engineer or assessor designated jointly by the Developer, the Municipality, Owner and Sublessor and, if not, such failure shall constitute a default and entitle the Municipality to remedies for default as provided herein, including but not limited to the discharge of this Agreement.

By the 20th anniversary of the Commercial Operation Date and every ten years thereafter, an independent engineer or assessor designated jointly by the Developer, Municipality, Owner and Sublessor at the Developer's expense, shall estimate the sum of money estimated to be sufficient to decommission the portions of the Wind Energy Facility on the Property, net of any salvage value, which amount shall become the amount then required to be held in the Decommissioning Fund.

The sole purpose of the Decommissioning Fund is to pay (directly or through reimbursement) all expenses related to removing and lawfully disposing of the Wind Energy Facility and all of its components from the Property, down to the bare land except to the extent otherwise agreed by the Municipality, Owner and Sublessor in writing. Any interest earnings on the assets of the Decommissioning Fund shall be the property of the Developer, and any balance will be the property of the Developer at the discharge of this Agreement in the event that (i) the Wind Energy Facility has already been decommissioned by the Developer or (ii) the Municipality, Owner, Sub-lessor and the Developer mutually agree not to decommission the Wind Energy Facility. The Developer is liable for any and all costs of decommissioning the Wind Energy Facility, whether or not they are fully provided for by the Decommissioning Fund. This liability shall survive the discharge of this agreement.

If at any time:

- (1) the Owner and Sublessor give notice to the Municipality that the ASF Direct Lease and the Sublease have been terminated or expired and the Developer has failed to decommission the portions of the Wind Energy Facility located on the Property; or
- (2) the Municipality has discharged this Agreement and the Developer has not decommissioned the portions of the Wind Energy Facility located on the

Property in accordance with Section 2.10 despite an obligation of the Developer to do so;

and in either case the Owner and Sublessor then give further notice to the Municipality in respect of the same and the Municipality has not either:

(A) caused the Developer to decommission the Wind Energy Facility in accordance with Section 2.10; or

(B) enforced and collected upon the Decommissioning Fund, applied the proceeds against the decommissioning expense, and caused decommissioning to be completed,

within twelve (12) months of (1) or (2) above, the Municipality shall assign all the Municipality's right and interest in the Decommissioning Fund to the Owner and Sublessor jointly, unless they have otherwise provided a jointly executed direction to pay providing for a different allocation, and transfer any unspent funds received by the Municipality from the Decommissioning Fund to the Owner and Sublessor in the same manner, and the Owner or the Sublessor shall thereafter decommission the portion of the Wind Energy Facility on the Property in accordance with the requirements of Section 2.10(b). Provided however, in the event that the reason for the Municipality not having caused either (A) or (B) is due to its efforts being frustrated or prevented by legal proceedings, directive or order of a governmental body or order of a court of competent jurisdiction then the reference to "twelve (12) months of (1) or (2) above" shall be twelve (12) months from the date when such proceedings, directive or order shall cease to frustrate or prevent the Municipality from causing either (A) or (B).

2.12 Community Benefits

The Developer shall not assign this Development Agreement without having the assignee execute such document(s) as the Municipality may reasonably require to bind the assignee to the same terms as those in the CBA and in this section of the Development Agreement.

PART 3 CHANGES AND DISCHARGE

3.1 The Developer shall not vary or change the use of the Property from that provided for in Section 2.1 of this Agreement, *Use*, unless a new agreement is entered into with the Municipality or this agreement is amended.

- 3.2** Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this agreement.
- 3.3** The following matters are substantive matters:
- (a) the uses permitted on the Property as listed in Section 2.1 of this Agreement, *Use*;
 - (b) the minimum setback requirements and separation distances as listed in Section 2.3 of this Agreement;
 - (c) the requirements for a stormwater management plan as listed in Section 2.8 of this Agreement; and
 - (d) the secondary emergency access requirement as specified in Section 2.4 of this Agreement.
- 3.4** Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council without a public hearing.
- 3.5** Notice of Intent to Discharge this Agreement may be given by the Municipality to the Developer, with a copy to the Owner and Sublessor, following a resolution of Council to give such Notice:
- (a) as provided for in Section 4.1, *Commencement of Development*, of this Agreement; or
 - (b) at the discretion of the Municipality, with or without the concurrence of the Developer, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or
 - (c) at any time upon the written request of the Developer, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.
- 3.6** In the event that Notice is given pursuant to Section 3.5 of this Agreement the Developer shall immediately cease all electrical generation at the site and shall comply with any decommissioning requirements pursuant to Section 2.10 and 2.11 of this Agreement.
- 3.7** Council may discharge this Agreement 30 days after the Notice of Intent to Discharge pursuant to Section 3.5 of this Agreement has been given but may withhold discharge until decommissioning has been completed and liens arising from failure to decommission have been paid.

PART 4 IMPLEMENTATION

4.1 Commencement of Development

- (a) The Developer may not commence any construction or use on the Property until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required.
- (b) Development as provided in Part 2 of this Agreement shall commence not later than twenty-four (24) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality's Chief Administrative Officer in accordance with Section 229 of the *Municipal Government Act* 30 days after giving Notice of Intent to Discharge to the Developer. Upon the written request of the Developer, the Municipality may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.
- (c) If the Developer is bona fide delayed from commencing the development for reasons which are reasonably determined by the Development Officer to be beyond the Developer's control, then performance by the Developer is excused for the period of the delay and the time period for the Developer to perform their obligations shall be extended by the Development Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this Agreement.

4.2 Material to be Provided

- (a) The Developer shall provide record drawings to the Development Officer for any turbine or building foundations within sixty (60) days of their completion and for other aspects of the development for which an engineered design is required, including but not limited to stormwater management, within one hundred and twenty (120) days of Commencement of Commercial Operation.
- (b) The Developer shall, upon written request, provide the Municipality with copies of any documentation, permits or approvals required by Provincial or Federal governments or agencies.

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with other By-laws and Regulations

- (a) Nothing in this Agreement shall exempt the Developer from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from

obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.

- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.
- (c) The Developer represents and warrants that the Sub-Lease complies in all respects with the *Municipal Government Act* of Nova Scotia and all other applicable provincial legislation and that if any amounts were payable for Deed Transfer Tax in respect thereof, that the same have been duly paid and that the same representations and warranties apply to any renewal or successor sub-leases.

5.2 Severability of Provisions

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

5.3 Interpretation

- (a) Where the context requires, the singular shall include the plural and the masculine gender shall include the feminine and neutral gender.
- (b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.
- (c) References to particular sections of statutes and bylaws shall be deemed to be references to any successor legislation and bylaws even if the content has been amended, unless the context otherwise requires.

5.4 Municipal Responsibility

- (a) The Municipality does not make any representations to the Developer about the suitability of the Property or the Crown Land for the development proposed by this agreement. The Developer assumes all risks and must ensure that any proposed development complies with this Agreement and all other laws pertaining to the Development.
- (b) Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Municipality may have and shall not be

deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

5.5 Breach of Terms or Conditions

Upon breach of any term or condition of this Agreement in relation to the Property, the Municipality may notify the Owner, the Sub-lessor and the Developer in writing. In the event that the Developer, the Owner or the Sub-lessor has not cured any such breach or entered into arrangements with the Municipality related to such breach to the Municipality's satisfaction, acting reasonably, within six (6) months of such notice, then the Municipality may rely upon the remedies contained in Section 264 of the *Municipal Government Act* and may enter the Property and the Crown Land if the Developer remains in possession thereof and perform any of the terms contained in the Development Agreement, or take such remedial action as is considered necessary to correct a breach of the Agreement, including the removal or destruction of anything that contravenes the terms of the Agreement and including decommissioning on the Property. It is acknowledged that the Municipality may recover all reasonable expenses, whether arising out of the entry on the Property or on the Crown Land or from the performance of the terms in the following sequence – first, by realization of and enforcement of the Decommissioning Fund (to the extent that it has been funded as of the time of enforcement) to the extent that the expenses arise from activities on the Property; secondly by enforcement of a first lien against the above-ground components of the Wind Energy Facility except on any property owned by the Crown; thirdly, by enforcement of *in personam* liability against the Developer; fourthly, in the event that: (a) the Municipality has obtained a judgment against the Developer, which remains unsatisfied for a period of at least sixty (60) days, or (b) the Developer is bankrupt, by enforcement of a first lien against the Property to the extent the liability arises from activities on the Property and not upon the Crown Land; and fifthly by enforcement of any right the Municipality may otherwise have at law for *in personam* liability against the Owner or Sub-lessor to the Municipality to the extent the liability arises from activities or defaults on the Property and not upon the Crown Land.

5.6 Relationship of Parties and Severability

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.

Neither the Owner nor the Sublessor shall have any liability or obligation with respect to the acts or omissions of the Crown, Developer or any other third party in respect of the

Crown Lands. Any right of the Municipality to a discharge of this Agreement against the Crown Lands shall not automatically establish a right to so discharge this Agreement against the Property. Each of the Owner and Sublessor shall be entitled to exercise any rights, remedies or defences it may have pursuant to this Agreement without regard to the Crown Lands.

5.7 Costs

The Developer shall pay all costs associated with registering this Agreement and all costs associated with any amendment thereof.

5.8 Development Agreement Bound to Land

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the Property which is the subject of this Agreement and shall run with the Developer's leasehold interest in the Crown Land until such time as it is discharged by the Municipality in accordance with Section 229 of the *Municipal Government Act*. The Developer and Sub-Lessor agree that the Sub-Lease shall be binding upon the parties thereto and their heirs, executors, administrators, successors and assigns, and shall run with their respective interests in the land. Owner agrees that its lease with Sub-Lessor shall be binding upon the parties thereto and their heirs, executors, administrators, successors and assigns, and shall run with the land.

5.9 Reduced Sub-leased Area

The Developer, subject to consent of the Owner and Sublessor: (1) may subdivide (if it can do so as of right); or (2) may apply to subdivide; the lots comprising the Property. Such subdivision will remove from the scope of this Development Agreement areas not required for the operation of the Wind Energy Facility. In the event of such application as provided in (2) herein the Municipality's Development Officer, in determining whether to approve such application shall not take into consideration as a reason to refuse the application that the subdivision would reduce the value of a potential statutory lien nor other reasons not permitted by law. In the event of such subdivision the parcels not required for the operation of the Wind Energy Facility shall automatically cease to be bound by this Development Agreement upon the necessary documentation being duly filed at the registry as defined in the *Municipal Government Act*.

5.10 Assignment of Agreement

The Developer may, subject to section 2.12 hereof, at any time and from time to time, transfer or assign, in whole or in part, this Agreement and its rights hereunder and may delegate its obligations hereunder to an assign, successor, heir, or purchaser of the

Developer's sub-leasehold interest therein provided that such successor, heir or purchaser be bound by the terms of this Agreement.

5.11 Written Notice

- (a) The Municipality may serve notice on the Developer personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to 2101-1969 Upper Water Street, Halifax, in the County of Halifax, Province of Nova Scotia.
- (b) The Developer may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, West Hants Regional Municipality, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0, or at any successor address provided by the Municipality to the Developer.
- (c) Notices to the Sublessor and Owner may be served personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to the at 1019 Prince St, Suite B, Truro, NS.

5.12 Full Agreement

This agreement constitutes the entire agreement and contract entered into by the Municipality and the Developer. No other agreement or representation, oral or written, shall be binding. Except where expressly provided otherwise in this Agreement, the Owner and the Sub-Lessor enter into this Agreement solely for the purpose of indicating their consent to the Municipality to issue a development permit to the Developer for the proposed development in accordance with this Agreement and to record the Development Agreement in the Land Registry. This Agreement may only be amended by signed written agreement of the Parties.

[remainder of page intentionally blank]

IN WITNESS WHEREOF this Agreement was properly executed by the respective parties hereto on the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of:

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

)

) Per: _____

Witness

) Abraham Zebian, Mayor

)

) Per: _____

Witness

) Deanna Snair, Municipal Clerk

)

DRAFT

) BEAR LAKE WIND LTD.

)

)

) Per: _____

) Matthew Tinari, CFO

)

Witness

DRAFT

) **Wagner Forest NS Ltd.**

)

)

)

) Per: _____

Witness

) Daniel H. Hudnut, President

)

)

) **Atlantic Star Forestry Ltd.**

)

)

)

) Per: _____

Witness

) Daniel H. Hudnut, President

DRAFT

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 202_ , before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in h presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 202_ , before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that, one of the parties thereto, signed, sealed and delivered the same in h presence.

A Commissioner of the Supreme Court of Nova Scotia

**AFFIDAVIT OF CLERK
WEST HANTS REGIONAL MUNICIPALITY**

I, Deanna Snair of _____, Hants County, Nova Scotia make oath and swear that:

1. I am the Clerk of the West Hants Regional Municipality (the "Municipality") and I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. The Municipality is a body corporate pursuant to the *Municipal Government Act*, S.N.S. 1988, c.18, as amended.
3. I acknowledge that the Municipality executed the attached Instrument by its proper designates duly authorized in that regard under seal on the date of this Affidavit pursuant to subsection 13(3) of the *Municipal Government Act*, S.N.S. 1988, c.18, as amended. This acknowledgement is made pursuant to subsection 31(a) of the Registry Act, R.S.N.S. 1989, c.392 and/or clause 79(1)(a) of the Land Registry Act, S.N.S. 2001, c.6, as amended, for the purpose of registering or recording the Instrument.
4. The Municipality is resident in Canada for the purposes of the Income Tax Act (Canada).

Sworn before me at _____, Nova Scotia,
this _____, 20__.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

Deanna Snair, Clerk

I CERTIFY that on this date Deanna Snair personally came before me and swore under oath the foregoing Affidavit.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

Canada
Province of Nova Scotia

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

I, _____, Nova Scotia, make oath and say that:

1. I am _____ of **Bear Lake Wind Ltd.**, the "Corporation".
Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that I executed the foregoing instrument on behalf of the Corporation on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the Registry Act, R.S.N.S. 1989, c.392 or ss.79 and 83 of the Land Registration Act as the case may be.
3. I verify that I have the authority to execute the foregoing instrument on behalf of the corporation and thereby bind the Corporation.
4. The Corporation is a resident of Canada under the Income Tax Act (Canada).
5. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.

I certify that on this _____, 2024 the Deponent came before me, made oath, and swore the foregoing affidavit at _____, Nova Scotia.

 A BARRISTER/COMMISSIONER OF THE
 SUPREME COURT OF NOVA SCOTIA
 Print name/affix seal

Schedule A – Legal description

WFNS SUBLEASED PROPERTY

PIDs: 45399540; 45399573; 45060076; 45381209; 45381217; and 45399532

ASF DIRECT LEASED PROPERTY

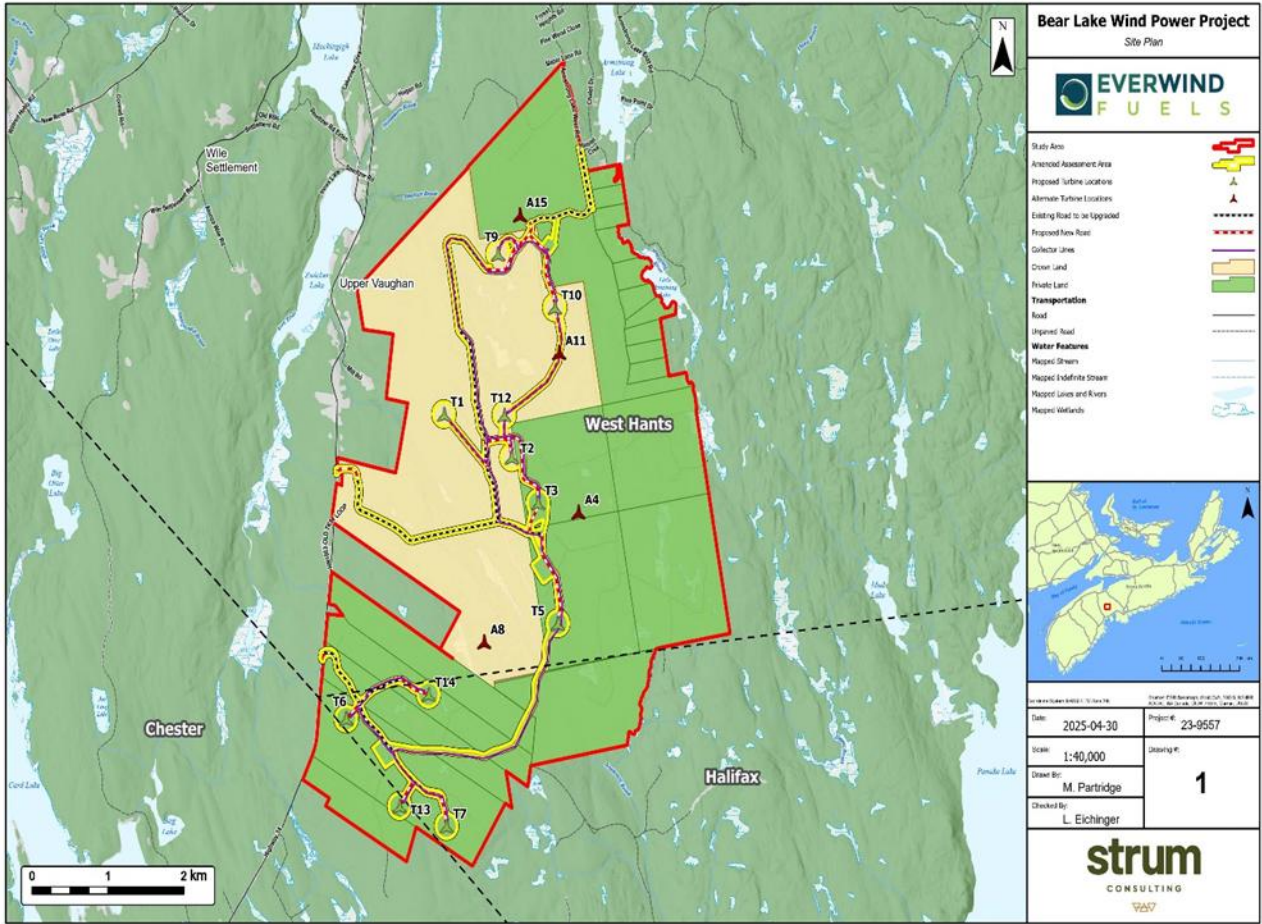
PID: and 45399532

CROWN LAND

PID: 45060068

DRAFT

Schedule B - Site Plan



Attachments
Draft Community Benefit Agreement

THIS **COMMUNITY BENEFITS AGREEMENT** made this [] day of [], 2025 (the “Effective Date”)

BETWEEN:

WEST HANTS REGIONAL MUNICIPALITY, a municipal body corporate (hereinafter referred to as “**West Hants**”)

AND: **HALIFAX REGIONAL MUNICIPALITY**, a municipal body corporate (hereinafter referred to as “**Halifax**”)

AND: **MUNICIPALITY OF THE DISTRICT OF CHESTER**, a municipal body corporate (hereinafter referred to as “**Chester**” and together with **West Hants** and **Halifax**, collectively the “**Municipalities**”)

AND: **BEAR LAKE WIND LTD.**, a company limited by shares incorporated under the laws of the Province of Nova Scotia (hereinafter referred to as “**Bear Lake Wind**”)

WHEREAS:

Bear Lake Wind is developing an 88 MW wind power project in the Municipalities known as the Bear Lake Wind Project (the “**Project**”);

AND WHEREAS:

Bear Lake Wind wishes to enter into this Community Benefits Agreement with the Municipalities, to benefit the Municipalities’ residents and communities;

Now this agreement witnesses that in consideration of the covenants and conditions set out below, the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed to by the parties, the Municipalities and Bear Lake Wind now agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Capitalized terms used in this Agreement shall have the meaning ascribed to such terms in the recitals above or in this Section 1.1, unless the context of their use requires otherwise:

- (a) “**Agreement**” means this Community Benefits Agreement;
- (b) “**Arbitration**” has the meaning set out in Section 9.2;
- (c) “**Arbitrator**” has the meaning set out in Section 9.2;

- (d) **“Bear Lake Commercial Operation Date”** means the date on which Bear Lake Wind commences delivering scheduled energy to its offtaker;
- (e) **“Business Day”** means a weekday (Monday to Friday) this is not a “holiday” as defined in the *Interpretation Act* (Nova Scotia);
- (f) **“Chair”** has the meaning set out in Section 7.3;
- (g) **“Contractor”** means any general contractor or subcontractor entering into a contract with Bear Lake Wind to undertake work on, and/or provide goods, products, equipment or services for, the development of the Project;
- (h) **“Dispute”** has the meaning set out in Section 9.1;
- (i) **“Dispute Notice”** has the meaning set out in Section 9.2;
- (j) **“Effective Date”** means the date set out on page 1;
- (k) **“Laws and Regulations”** means any and all applicable laws, statutes, bylaws, rules, regulations, ordinances, codes and orders of any and all governmental authorities (including regulatory bodies) and courts having jurisdiction;
- (l) **“Members”** has the meaning set out in Section 7.2;
- (m) **“Municipal Representatives”** has the meaning set out in Section 7.2(a);
- (n) **“Parties”** means the Municipalities and Bear Lake Wind, and **“Party”** means any one of them, as applicable;
- (o) **“Person”** or any word or expression descriptive of a person, includes any body corporate and politic, association, society, corporation, individual, joint stock company, joint venture, partnership, trust, or unincorporated organization, and their heirs, executors or administrators, or other legal representatives of such person;
- (p) **“Residents”** means all individuals residing in the Municipalities; and
- (q) **“Supplier”** means any business entity that supplies goods, products, equipment or services to Bear Lake Wind or its Contractors for the Project.

2. EMPLOYMENT OPPORTUNITIES - CONSTRUCTION

2.1 Bear Lake Wind shall insert language in its contracts with its Contractors engaged in the construction of the Project or obtain letters of undertaking from its Contractors engaged in the construction of the Project, which will require the Contractors to:

- (a) take reasonable steps to publicize, in the Municipalities, employment opportunities

in connection with the construction of the Project and give full and fair consideration to Residents who apply for such employment opportunities;

- (b) provide advanced notification of employment opportunities in connection with the construction of the Project to Residents, through advertisements in media active in the Municipalities;
- (c) provide for training and hiring programs for Residents of the Municipalities in respect of skills required in connection with the construction of the Project; and
- (d) work cooperatively with the Municipalities to remove or reduce barriers to employment for Residents by examining all qualifying criteria for jobs identified by the Municipalities to ensure that such criteria do not create unwarranted barriers to employment opportunities for Residents in connection with the construction of the Project.

2.2 Bear Lake Wind shall obtain an undertaking from its Contractors to ensure that all Residents hired by such Contractors in accordance with this Article 2, shall have the same pay rate and terms and conditions of employment as the other comparable employees of the Contractors hired for similar positions in respect of the construction of the Project.

2.3 Bear Lake Wind shall insert the following language in its contracts, purchase orders, request for bids, or other procurement documents with its Suppliers for the construction of the Project:

“Bear Lake Wind Ltd. is a company that continually tries to achieve the highest standards of social, ethical, environmental, and business practices in all facets of our work. We believe that our strong commitment to corporate social responsibility will not only help our company to prosper but will also help to bring sustainable social and economic benefits to the communities in which we do business. Bear Lake Wind Ltd. seeks out and builds relationships with suppliers who also support and practice corporate social responsibility. In particular, Bear Lake Wind Ltd. wishes to do business with suppliers whose actions and business principles will contribute to the development of West Hants, Chester and Halifax (the “Municipalities”). To this end Bear Lake Wind Ltd. is working collaboratively with the Municipalities and is committed to creating development opportunities for the Municipalities in connection with the Bear Lake Wind Project. Bear Lake Wind Ltd. encourages its suppliers to register and work with the Municipalities, and challenges its suppliers to engage employees, supplies and contractors from the Municipalities and to otherwise seek to generate social and economic benefits for the Municipalities as a result of their work on the Bear Lake Wind Project.”

2.4 On a bi-annual basis, Bear Lake Wind shall inform the Municipalities of the names of the material Suppliers and Contractors it has engaged for the Project, their addresses, and any

other information that would help the Municipalities to encourage Suppliers to register with the Municipalities.

3. EMPLOYMENT OPPORTUNITIES - OPERATIONAL

- 3.1 Bear Lake Wind agrees to work with the Municipalities to publicize, in the Municipalities, employment opportunities in connection with the operation of the Project and give full and fair consideration to Residents who apply for such employment opportunities.
- 3.2 Bear Lake Wind shall make commercially reasonable efforts to locate training programs for permanent operational Project employees at locations in the Municipalities.

4. COMMUNITY FUNDS

- 4.1 Bear Lake Wind shall, commencing in the first full fiscal year following the Bear Lake Commercial Operation Date, and thereafter while the Bear Lake Wind Project is operating, provide an aggregate of \$90,000.00 annually (the “**Bear Lake Annual Community Payments**”) for the following community purposes:
 - (a) payments to residents with civic addresses located within a distance from turbine locations for the Project determined by the Bear Lake CLC (defined below) from time to time, which will be distributed pro rata among such residents annually and delivered to civic addresses via cheque (the “**Bear Lake Proximity Payments**”); and
 - (b) financial support for community development organizations within the Municipalities (the “**Bear Lake Community Vibrancy Fund**”), which, by way of example, may include, but may not be limited to, organizations focused on: low-income housing; hospital auxiliaries; non-profit community groups; sport & recreation; education, and placemaking and beautification.
- 4.2 The Bear Lake Annual Community Payments shall, commencing in the first full fiscal year following the Bear Lake Commercial Operation Date, be allocated amongst the Bear Lake Proximity Payments and the Bear Lake Community Vibrancy Fund as determined by the Bear Lake CLC from time to time. The Bear Lake Annual Community Payment amount is based on an 88 MW Project, will be adjusted proportionally according to the final installed nameplate capacity of the Project. For greater certainty, the Bear Lake Annual Community Payment will be based on the installed nameplate capacity of the Project, regardless of whether particular wind turbines are generating electricity in all or a portion of a fiscal year.
- 4.3 Allocations of the Bear Lake Community Vibrancy Fund each year will be determined by the Bear Lake CLC, and the Bear Lake CLC shall make reasonable efforts to allocated the Bear Lake Community Vibrancy Fund to organizations active in the Municipalities.

5. BURSARY PROGRAM

- 5.1 Bear Lake Wind shall establish, upon making a final investment decision for the Project, 10 bursaries for residents of the Municipalities who are entering the first year of a post-secondary education in fields relevant to the future personnel needs of Bear Lake Wind (the “**Bear Lake Bursary Program**”). Each bursary will be in the one-time amount of \$5,000.00 and will be awarded in consultation with the Bear Lake CLC based on merit, location of applicants’ residence, and the essay described in section 5.2.
- 5.2 To qualify for the Bear Lake Bursary Program, interested students must submit a short (500 words or less) essay identifying their awareness of, and interest in, the future health of our environment and planet. Students are encouraged to provide their personal perspective regarding what a ‘Green Future’ means to them, and how they may play a role in achieving a ‘Green Future’. The students will be required to submit proof of acceptance or enrollment at a qualified post-secondary institution.

6. BUSINESS AND DEVELOPMENT OPPORTUNITIES

- 6.1 Bear Lake Wind shall commit to work with Nova Scotia Works and Community Inc. to assess local labour market training and employment opportunities relevant to the skills required in connection with the Project.
- 6.2 Bear Lake Wind shall commit to work with Nova Scotia Works and Community Inc., with direct focus on the Windsor office, to assess pathways to support initiatives relevant to the skills required in connection with the Project.
- 6.3 Bear Lake Wind shall establish a Local Information / Project Office located in one of the Municipalities prior to construction of the Project. This office shall be maintained during construction of the Project.
- 6.4 Bear Lake Wind agrees that it will use commercially reasonable efforts to hold site progress meetings that are to be held in-person in the Municipalities related to the development of the Project, its construction and operation, within the Municipalities.
- 6.5 Bear Lake Wind agree that it will use commercially reasonable efforts to conduct site visits and provide progress updates in respect of the Project for residents and Municipal Councillors of the Municipalities during Project construction and operations.
- 6.6 Bear Lake Wind agrees that it will present to high schools and education institutions within the Municipalities on wind energy, green fuels production and the Bear Lake Bursary Program.
- 6.7 Bear Lake Wind shall ensure that all notices and advertisements by Bear Lake Wind related to the Project that are required by any governmental or regulatory body shall be made in media active in the Municipalities.
- 6.8 Bear Lake Wind (or an affiliate thereof) will maintain membership in the Avon Chamber

of Commerce.

- 6.9 Bear Lake Wind acknowledges and agrees that the municipal tax revenues from the development of the Project, which are anticipated to be in excess of **\$31,924,519.57** over the life of the Project (the calculation of this estimate is set out in Schedule “A” hereto), are part of the benefit to the Municipalities and to the community as contemplated in this Agreement. Bear Lake Wind agrees to pay all municipal property taxes in accordance with the assessments as determined by the Property Valuation Services Corporation of Nova Scotia, subject to all rights of appeal thereto, and will not seek any legislation by the Province of Nova Scotia capping or reducing the amount of municipal property tax payable with respect to the Project or any part thereof.

7. COMMUNITY LIAISON COMMITTEE

- 7.1 The Parties shall establish a “Bear Lake Community Liaison Committee” (the “**Bear Lake CLC**”) to:
- (a) advise Bear Lake Wind with respect to the implementation of this Agreement;
 - (b) administer the Bear Lake Annual Community Payments in accordance with Article 4 and the Bear Lake Bursary Program in accordance with Article 5 of this Agreement;
 - (c) facilitate ongoing dialogue and cooperation between the Municipalities and Bear Lake Wind in respect of this Agreement and the Project; and
 - (d) develop such practices, procedures, and policies as are needed to fulfill its mandate.
- 7.2 The Bear Lake CLC shall be comprised of only the following members (“**Members**”):
- (a) up to one representative appointed by the Councils of each of Halifax and Chester and up to two representatives appointed by the Council of West Hants (collectively, the “**Municipal Representatives**”); and
 - (b) two representatives from Bear Lake Wind.
- 7.3 One of the Municipal Representatives, as chosen by the Municipalities, will chair all meetings (the “**Chair**”).
- 7.4 The Chair, in consultation with other Members, shall establish the meeting times, and shall, upon the written request of any two Members, call a meeting. Except with the consent of all the Members a minimum of 48 hours of notice will provided for all meetings.
- 7.5 Bear Lake Wind agrees to provide to the Municipalities, quarterly written reports during the construction phase of the Project, outlining the steps taken to comply with its employment, supplier and training commitments set out in this Agreement.

7.6 Commencing on the Commercial Operation Date, Bear Lake Wind shall provide annual reports to the Municipalities outlining the steps taken to comply with its commitments set out in this Agreement.

8. NOTICES

8.1 All notices and other communications under this Agreement shall be sufficiently given if sent by e-mail, courier or registered mail to the following addresses:

To West Hants:

Chief Administrative Officer of West Hants
76 Morison Dr.
Windsor, NS B0N 2T0

To Chester:

Chief Administrative Officer of Chester
151 King Street
Chester, NS B0J 1J0

To Halifax:

Chief Administrative Officer of HRM
1841 Argyle St.
P.O. Box 1749
Halifax, NS, B3J 3A5

To Bear Lake Wind:

1969 Upper Water Street, Suite 2101
Halifax, Nova Scotia
B3J 3Y5
Attention: Trent Vichie
e-mail: trent.vichie@everwindfuels.com

Or at such other addresses in Nova Scotia as any Party may, in writing, advise the others.

Any notice or other communication shall be deemed to have been given and received, if delivered or sent by e-mail, courier or registered mail, on the Business Day on which it is received if received prior to 4:00 p.m. (Atlantic Time) and, if received after 4:00 p.m. on such Business Day, shall be deemed to have been received on the next Business Day.

9. DISPUTE RESOLUTION

- 9.1 This Article 9 will apply to any dispute arising out of or relating to this Agreement (a “**Dispute**”)
- 9.2 In the event of a Dispute, within ten (10) days following the delivery of a written request by a Party (a “**Dispute Notice**”), each Party to the Dispute shall nominate a senior officer with authority to irrevocably bind such Party to a resolution of the Dispute. Within ten (10) Business Days after delivery of a Dispute Notice, the senior officers for the Parties to the Dispute shall negotiate in good faith to resolve the Dispute. If the Parties to the Dispute are unable to resolve the Dispute in accordance with this Section 9.2 within fifteen (15) Business Days following delivery of the Dispute Notice, the Parties to the Dispute shall submit the Dispute to binding arbitration and shall otherwise conform to the requirements set forth below.
- (a) The Dispute shall be submitted to arbitration by one arbitrator pursuant to the Arbitration Rules of the procedure set forth in this Section 9.2 and pursuant to the ADRIIC Arbitration Rules of the ADR Institute of Canada (“**Arbitration**”). If the provisions of this Section 9.2 are inconsistent with the ADRIIC Arbitration Rules, the provisions of this Section 9.2 shall prevail to the extent of such inconsistency.
 - (b) A Party may make a demand for Arbitration by sending a notice in writing to the other Party or Parties to the Dispute, setting forth the nature of the Dispute, the amount involved and the name of the arbitrator it proposes to be appointed.
 - (c) Within fifteen (15) Business Days after any demand for Arbitration under Subsection 9.2(b), the Parties shall agree on the designation of the arbitrator and should the Parties fail to do so, the arbitrator shall be appointed by a judge of competent jurisdiction upon motion of any Party to the Dispute (the “**Arbitrator**”).
 - (d) Arbitration hearings shall be held in Halifax, Nova Scotia or as otherwise agreed by the Parties, and shall commence no later than thirty (30) days after the appointment of the Arbitrator. The decision of the Arbitrator shall be made not later than sixty (60) days after the Arbitrator’s appointment. The decision of the Arbitrator shall be final, without appeal, and be binding on the Parties to the Dispute.
 - (e) Unless otherwise provided by the Arbitrator in his or her award, each Party shall bear the costs and expenses of all lawyers, consultants, advisors, witnesses and employees retained by it in any Arbitration, and the expenses and fees of the Arbitrator shall be paid equally by the Parties to the Dispute.
- 9.3 Notwithstanding the existence of a Dispute, and until the Arbitrator renders a decision, each Party shall be obligated to fulfill its obligations and continue its performance in accordance with the terms hereof.

10. GENERAL PROVISIONS

- 10.1 The Parties covenant and agree that, notwithstanding any other provisions of this Agreement to the contrary, they shall each, in performing their obligations under this Agreement, comply with all applicable laws and regulations.
- 10.2 This Agreement may not be modified or amended except by an instrument in writing of equal formality as this Agreement executed by the Parties or by their successors or assigns.
- 10.3 All obligations under this Agreement, which by their nature require fulfillment or performance following the expiry or earlier termination of this Agreement, shall survive such expiry or earlier termination.
- 10.4 Nothing in this Agreement shall derogate from the obligations of Bear Lake Wind under any other agreement(s) with the Municipalities or prejudice or affect the Municipalities' powers, duties or obligations in the exercise of their functions pursuant to the *Municipal Government Act*, as amended from time to time and the rights, powers, duties and obligations of the Municipalities under all public and private statutes, bylaws, orders and regulations which may be, if the Municipalities so elects, as fully and effectively exercised as if this Agreement had not been executed and delivered.
- 10.5 This Agreement and the rights and duties of the Parties hereunder shall be interpreted, performed, and enforced in accordance with the laws of the Province of Nova Scotia, without regard to the principles of conflicts of law and, Subject to Article 9, any suit, action or proceeding relating to or arising out of this Agreement shall be brought solely in the courts of the Province of Nova Scotia.
- 10.6 No Party shall assign its interest under this Agreement without the prior written consent of the other parties, which shall not be unreasonably withheld, delayed or conditioned.
- 10.7 The Parties acknowledge that this Agreement shall extend to, be binding upon, and enure to the benefit of the Parties and their successors and permitted assigns.
- 10.8 The Parties agree that nothing in this Agreement shall serve to create any agency, employment or other master and servant relationship, partnership or joint venture relationship, or fiduciary relationship amongst the Municipalities and Bear Lake Wind and accordingly, none of the Parties is or will be deemed to be, partners, appointees, employees or agents of any other Party. No Party shall represent to anyone that:
 - (a) it has any authority to bind any other Party to this Agreement in any way; or
 - (b) it is an agent of any Party to this Agreement.
- 10.9 No failure by a Party to enforce any right under this Agreement at any time or times shall operate as a waiver of such Party's rights in respect of any continuing or subsequent breach of this Agreement or so as to defeat or affect in any way the rights of such Party in respect of a continuing or subsequent breach by the other Party(ies) and no waiver shall be inferred from or implied by anything done or omitted by such Party unless expressed clearly as a

waiver in writing of such a right.

- 10.10 If any provision of this Agreement is held to be invalid, illegal, or unenforceable, then such provision shall be deleted from this Agreement and the remaining provisions shall continue in full force and effect. The Parties shall in good faith negotiate a mutually acceptable and enforceable substitute for the invalid, illegal, or unenforceable provision, which substitute shall be as consistent as possible with the original intent of the Parties.
- 10.11 Wherever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate wherever the context or the parties so require.
- 10.12 This is the entire Agreement among the Parties in respect of the subject matter hereof. No prior statement or correspondence shall modify or affect the terms and conditions hereof. Prior representations, promises, warranties or statements by a Party, or by any agent or employee of a Party, that differ in any way from the terms and conditions hereof shall be given no effect.
- 10.13 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date:

WEST HANTS REGIONAL MUNICIPALITY, by its authorized signatories:

per: _____

per: _____

MUNICIPALITY OF THE DISTRICT OF CHESTER, by its authorized signatories:

per: _____

per: _____

HALIFAX REGIONAL MUNICIPALITY, by its authorized signatories:

per: _____

per: _____

BEAR LAKE WIND LTD., by its authorized signatory:

per: _____

Name:

Title:

SCHEDULE “A” CALCULATION OF MUNICIPAL TAX PAYMENTS

The following is an estimate of the property taxes anticipated to be payable to the municipalities in which the Project is located, based on the assumptions set out below, and the provisions of the *Wind Turbine Facilities Municipal Taxation Act* (the “Act”) as they currently stand. These amounts are estimates only.

Assumptions

- The aggregate nameplate capacity of the Project will be 88 MW
- The first year the Project will be commissioned for at least six months will be 2027
- The useful life of the Project will be 35 years
- The Consumer Price Index to be applied is the Consumer Price Index, annual average, not seasonally adjusted (Statistics Canada table 18-10-0005-01) (“CPI”)
- CPI will increase by 2% in 2025 and 2026, such that CPI will be 167.4 as of the end of 2026

Analysis

The wind turbine facilities and related equipment, devices and structures comprising the Wind Farms are not subject to municipal property tax under the *Assessment Act*, but rather, they are taxed pursuant to the Act.

Sections 5(5) to 5(7) of the Act set out the municipal tax obligation for new wind turbine facilities. Section 5(5)(b) specifies the tax obligation for the first municipal taxation year:

where it is the 2007-08 or a subsequent municipal taxation year, the wind turbine facility tax rate is \$5,500.00 per megawatt plus a percentage of \$5,500.00 equal to the percentage increase in the Consumer Price Index for Canada at the end of the calendar year ending in the immediately preceding municipal taxation year relative to the Consumer Price Index for Canada at the end of the 2005 calendar year.

Under the above section, a wind turbine facility that is first taxed in 2027 would be taxed at the base \$5,500.00 per megawatt, plus the percentage change in the CPI since 2005. CPI at the end of 2005 was 107.0, and is assumed to be 167.4 at the end of 2026. This represents a 56.45% increase in the CPI, thus an additional \$3,104.75 would be added on top of the base rate of \$5,500.00 for a total tax of **\$8,604.75 per megawatt** for that year.

The first municipal taxation year in which a wind turbine facility is taxed will be the municipal taxation year in which the wind turbine facility has been commissioned for at least six months, as set out in s. 5(6) of the Act:

(6) Where in the first municipal taxation year in which a wind turbine facility is taxed the taxes on the initial nameplate capacity are for only part of the municipal taxation year, the tax is the same for the second municipal taxation year.

If the first municipal taxation year is less than a full year, taxes are prorated based on the number of days remaining in such municipal taxation year after commissioning, and are the same in the first full municipal tax year thereafter. After the first full municipal taxation year, the rate increases by one percent of per year, pursuant to section 5(7) of the Act.

The Act does not provide for any sharing of the municipal taxes payable thereunder with the Province – all such taxes accrue to the relevant municipality.

Pursuant to Section 8 of the Act, where a wind turbine facility crosses municipal boundaries such that it is located in two or more municipalities, the taxes payable pursuant to the Act are to be shared by the municipalities based on the proportion of the construction costs of the portion of the facility that is in each municipality.

It is important to note that the land on which the wind turbine facility is located, and any roads and buildings on the lands are taxed separately, in accordance with the regular municipal property tax requirements in the Province, as set out in section 4(2) of the Act. Such taxes are in addition to the taxes paid pursuant to the Act.

Calculation

\$8,604.75 per MW x 88 MW = \$757,218 in municipal taxes for first full year of operation.

Year	Turbine Taxes
Stub*	\$ 378,609.00
1	\$ 757,218.00
2	\$ 764,790.18
3	\$ 772,438.08
4	\$ 780,162.46
5	\$ 787,964.09
6	\$ 795,843.73
7	\$ 803,802.17
8	\$ 811,840.19
9	\$ 819,958.59
10	\$ 828,158.17
11	\$ 836,439.76
12	\$ 844,804.15
13	\$ 853,252.20
14	\$ 861,784.72
15	\$ 870,402.56
16	\$ 879,106.59
17	\$ 887,897.66
18	\$ 896,776.63

19	\$ 905,744.40
20	\$ 914,801.84
21	\$ 923,949.86
22	\$ 933,189.36
23	\$ 942,521.25
24	\$ 951,946.47
25	\$ 961,465.93
26	\$ 971,080.59
27	\$ 980,791.40
28	\$ 990,599.31
29	\$ 1,000,505.30
30	\$ 1,010,510.36
31	\$ 1,020,615.46
32	\$ 1,030,821.61
33	\$ 1,041,129.83
34	\$ 1,051,541.13
35	\$ 1,062,056.54
Total	\$ 31,924,519.57

*assumes half a year of operation

Attachment E
Environmental Assessment Approval and Terms and Conditions



**Environment and Climate Change
Office of the Minister**

PO Box 442, Halifax, Nova Scotia, Canada B3J 2P8 • Telephone 902-424-3736 • novascotia.ca

File number: 40100-30-338

December 13, 2023

Mark Savory, Executive Vice President, Project Delivery
Bear Lake Wind Power Project
c/o EverWind Fuels Limited
1969 Upper Water Street, Suite 201
Purdy's Wharf II
Halifax, NS B3J 2V1

Dear Mark Savory:

RE: Environmental Assessment – Bear Lake Wind Limited - Bear Lake Wind Power Project - Hants, Halifax and Lunenburg Counties, Nova Scotia

The environmental assessment of the proposed Bear Lake Wind Power Project in Hants, Halifax and Lunenburg Counties, Nova Scotia has been completed.

This letter is to advise that I have approved the above project in accordance with Section 40 of the Nova Scotia *Environment Act*, S.N.S., 1994-95 and subsection 13(1)(b) of the Environmental Assessment Regulations, N.S. Reg. 348/2022, made under the Act. Following a review of the information provided by Bear Lake Wind Limited, and the information provided by the Mi'kmaq of Nova Scotia, and the public during consultation on the environmental assessment, I am satisfied that any adverse effects or significant environmental effects of the undertaking can be adequately mitigated through compliance with the attached terms and conditions.

In your Environmental Assessment Registration Document, you identified that much of your project is on Crown land which will require a Crown land lease. It will be important that you work with the Department of Natural Resources and Renewables to address and mitigate any impacts that may arise from your project given the naturally occurring uranium in the area.

If you have any questions regarding the approval of this project, please contact Bridget Tutty, Manager, Environmental Assessment Branch, at (902) 452-7891 or via email at Bridget.Tutty@novascotia.ca.

Sincerely,

Honourable Timothy Halman, MLA
Minister of Environment and Climate Change

Encl.

cc: Bridget Tutty, Environment and Climate Change

Environmental Assessment Approval

Approval Date: December 13, 2023

BEAR LAKE WIND PROJECT

Bear Lake Wind Limited
Hants, Lunenburg and Halifax Counties, Nova Scotia

Terms and Conditions for Environmental Assessment Approval

1 Definitions

- 1.1 *Act* means Environment Act 1994-95, c.1, s.1, and includes, unless the context otherwise requires, the regulations made pursuant to the Act, as amended from time to time.
- 1.2 Department means the Department of Environment and Climate Change, and the contact for the Department for this Approval is:

Nova Scotia Environment and Climate Change
Western Region, Kentville Office
136 Exhibition Street, Halifax NS B4N 4E5
Phone: 902-679-6086 Fax: 902-679-6186
- 1.3 Minister means the Minister of Environment and Climate Change.
- 1.4 Commencement means the same as to commence work, as defined in the Environmental Assessment Regulations.
- 1.5 EA means Environmental Assessment.
- 1.6 Surface watercourse means a watercourse as defined in the Environment Act, excluding groundwater.
- 1.7 Registration Documentation means the Registration Document and all documentation submitted as part of the EA process to the Department prior to the issuance of this approval as well as any supporting documentation.

2 Scope

- 2.1 This Approval (the "Approval") relates to the Approval Holder(s) and their Registration Documentation for the Bear Lake Wind Power Project, situated near Upper Vaughan, and within the counties of Hants, Halifax and Lunenburg, Nova Scotia, hereafter referred to as the "Project."
- 2.2 The Approval Holder(s) shall ensure the Project is carried out in accordance with this Approval and their Registration Documentation.

3 General

- 3.1 The Approval Holder shall conduct the Project in accordance with the Environment Act, as amended from time to time.
- 3.2 The Approval Holder shall, within two years of the date of issuance of this Approval, commence work on the Project unless granted a written extension by the Minister.
- 3.3 The Approval Holder shall provide written notification to the Department of the commencement date of the Project, at a minimum 30 days prior to the commencement.
- 3.4 The Approval Holder shall provide to the Department a concordance table detailing the status of the EA terms and conditions on or before January 31 of each year until released in writing by the Department.
- 3.5 Prior to any proposed expansion, modification, or relocation of any aspect of the Project from that proposed in the Registration Documentation, the Approval Holder must submit the proposal to the EA Branch for review and may require additional information from the Approval Holder or an EA.
- 3.6 Nothing in this Approval relieves the Approval Holder of the responsibility for obtaining and paying for all other licenses, permits, approvals or authorizations necessary for carrying out the Project which may be required by municipal by-laws or provincial or federal legislation. The Minister does not warrant that such licenses, permits, approvals or authorizations will be issued.
- 3.7 No authority is granted by this Approval to enable the Approval Holder(s) to commence or continue the Project on lands which are not in the control or

ownership of the Approval Holder(s). It is the responsibility of the Approval Holder(s) to ensure that such a contravention does not occur. Failure to retain said authorization may result in this Approval being cancelled or suspended.

- 3.8 The Approval Holder shall not transfer, sell, lease, assign or otherwise dispose of this Approval without the written consent of the Minister. The sale of a controlling interest of a business or a transfer of this Approval from a parent company to a subsidiary or an affiliate is deemed to be a transfer requiring consent.
- 3.9 Upon any changes to the Registry of Joint Stock Companies information related to the Approval Holder, the Approval Holder shall provide a copy to the Department within 5 days of the changes.
- 3.10 If there is a discrepancy between the Registration Documentation and the terms and conditions of this Approval, the terms and conditions of this Approval shall apply.
- 3.11 Where a timeline is associated with a condition(s) of the Approval, the Approval Holder shall fulfil the requirements of the condition(s) within the prescribed timeline, unless otherwise authorized in writing by the Department.
- 3.12 Where the provision of a plan is associated with a condition(s) of the Approval, the Approval Holder may submit the plan in phases, with the written consent of the Department, and shall fulfil the requirements of the condition(s). Where consent is provided in accordance with this section, work associated with and subject to a particular phase of a plan may only continue to the extent where the relevant phase(s) of the plan are complete.
- 3.13 The Approval Holder shall notify the Department of any incidents of non-compliance with this Approval immediately and in accordance with the Act and Regulations.
- 3.14 The Approval Holder shall bear all expenses incurred in carrying out the environmental management and monitoring required under the terms and conditions of this Approval, the Act or the Regulations.
- 3.15 Unless specified otherwise in this Approval, all samples required to be

collected by this Approval, the Act or the Regulations shall be collected, preserved, and analysed, by qualified personnel, in accordance with recognized industry standards and procedures and in accordance with any Standard under the Act or Regulations.

- 3.16 The Approval Holder shall ensure that this Approval, or a copy, is present at the Project site while personnel are on site and that personnel directly involved in the Project are made fully aware of the terms and conditions which pertain to this Approval.
- 3.17 The Approval Holder shall update and/or revise any of the plans, programs or other documents required in this Approval to reflect the progressive development of the Project, and at any time deemed necessary by the Department. The Approval Holder shall make the documents available upon request by the Department.
- 3.18 Throughout the life of the Project, the Approval Holder shall conduct any additional studies or monitoring and/or implement additional mitigation measures as required by the Department.
- 3.19 The Approval Holder shall provide to the Department a summary table detailing the results of the monitoring required in this Approval, or otherwise completed for the Project, on or before January 31 of each year until released in writing by the Department.

4 Project Design and Operation

- 4.1 Prior to road construction and/or upgrades, the Approval Holder shall submit an updated shadow flicker assessment, noise modelling (including background/baseline noise), and the final turbine selection/placement to the Department. The updated modelling must include specifications from final selected turbines and demonstrate compliance with this Approval.
- 4.2 The Approval Holder shall be responsible for the costs of any third-party review of plans, reports, or monitoring results deemed necessary by the Department over the life of the Project.

5 Water Resources

- 5.1 The Approval Holder shall not conduct any Project activities, construct a turbine, or remove vegetation within 30 metres of a surface watercourse

and/or a wetland unless otherwise authorized in writing by the Department.

- 5.2 Prior to road construction and/or upgrades, the Approval Holder shall submit a surface water management plan to the Department. This plan shall identify potential effects from construction of roads or other Project components on local surface water drainage patterns and identify mitigation measures for the protection of wetlands and surface watercourses. This plan shall be developed by a qualified professional engineer, hydrogeologist or geoscientist licensed to practice in the Province of Nova Scotia.
- 5.3 Prior to commencement, the Approval Holder shall submit a detailed sediment and erosion control plan to the Department. The plan shall include all clearing, grubbing, and stripping required for the Project and shall be designed by a professional engineer licensed to practice in Nova Scotia.
- 5.4 The Approval Holder shall immediately contact the Department should sulphide bearing material be encountered on the Project site, and at the request of the Department, develop and implement a plan to manage the sulphide bearing material.
- 5.5 Prior to blasting, the Approval Holder shall submit a blasting plan to the Department. The plan shall include completed pre-blast surveys and a water quality analysis for each water well within 800m of the point of blast that includes, but is not limited to, analyses for uranium and arsenic.
- 5.6 The Approval Holder, at their expense, shall replace any water supplies lost or damaged resulting from Project operations, as authorized and required by the Department.
- 5.7 The Approval Holder shall immediately contact ECC and NRR – Geosciences and Mines Branch should elevated levels of uranium mineralization be encountered on the Project site, and at the request of the Department, develop and implement a plan to manage the uranium mineralization.

6 Habitat, Flora and Fauna

- 6.1 Prior to commencement, the Approval Holder shall provide the Wildlife Division and Regional Services, NRR with digital way points and shape files revealing precise locations for wetlands, and species listed under the

Species at Risk Act (SARA) and/or Endangered Species Act (ESA), as well as Species of Special Concern (SOCC) (i.e. species assessed by the Committee on the Status of Endangered Wildlife in Canada as at risk, but not listed under SARA or ESA, and all S1, S2 and S3 listed species under the Atlantic Canada Conservation data Centre) identified during field work. The data provided to NRR shall include, at minimum, the date of the field observations and habitat description.

- 6.2 Prior to commencement, the Approval Holder shall submit a Wildlife Management Plan to ECC, NRR and Environment and Climate Change Canada (ECCC). The plan must describe how the Approval Holder intends to meet the requirements of relevant federal and provincial legislation, including but not limited to, *ESA*, the *Migratory Birds Convention Act* and *SARA*.
- 6.3 The Approval Holder shall complete baseline field surveys for turtles in spring 2024. Mitigation measures shall be employed to protect turtle habitat should clearing proceed prior to baseline surveys and could include clearing exclusion zones. The Approval Holder shall provide details of mitigation measures, methods and results of surveys to NRR.
- 6.4 The Approval Holder shall complete baseline field surveys for Mainland Moose over winter 2023/2024. The Approval Holder shall provide methods and results of surveys to NRR.
- 6.5 Prior to construction of turbine(s) the Approval Holder must develop and submit to NRR and ECC a monitoring program for Mainland Moose for not less than two years. The program shall be implemented from the time the turbines become operational.
- 6.6 Prior to the time turbine(s) become operational, the Approval Holder must complete an additional year of baseline field bird studies and submit results to ECC, NRR and ECCC to inform future monitoring and mitigation planning.
- 6.7 Prior to the time turbine(s) become operational, the Approval Holder must complete an additional year of baseline field bat studies and submit results to ECC, NRR and ECCC to inform future monitoring and mitigation planning.

- 6.8 Prior to the time turbine(s) become operational the Approval Holder must develop a mortality monitoring program for birds and bats for not less than two years and submit to NRR and ECCC. The program shall include associated reporting requirements and be implemented from the time turbine(s) become operational.
- 6.9 Prior to construction of turbine(s) the Approval Holder must develop and submit to ECC, NRR and ECCC an Adaptive Management Plan that includes a decision-making process to mitigate potential project impacts to bird and bat species, and the associated reporting requirements. The Plan shall be implemented from the time turbine(s) become operational. Additional mitigation measures may be required by the Department.

7 Air Quality, Noise and Visual Impact

- 7.1 The Approval Holder shall ensure that operational noise levels at any permanent or seasonal receptors do not exceed 40 dBA. At the request of the Department, The Approval Holder shall retain a qualified person to develop a plan to monitor noise in accordance with the Department's "Guidelines for Environmental Noise Measurement and Assessment, 2023", as amended from time to time. The plan shall be submitted to the Department and implemented upon request.
- 7.2 The Approval Holder shall ensure that all noise emissions meet sound levels limits specified in the Nova Scotia Environment and Climate Change "Guidelines for Environmental Noise Measurement and Assessment" (2023), as amended from time to time.
- 7.3 The Approval Holder shall ensure that shadow flicker does not exceed the shadow flicker limits of 30 minutes per day, or 30 hours per year, at any permanent or seasonal receptor.
- 7.4 At the request of the Department, the Approval Holder shall develop and implement a plan to monitor shadow flicker under varying seasonal conditions. The plan shall include sampling locations, parameters, monitoring methods, protocols and frequency.

8 Archaeological and Heritage Resources

- 8.1 The Approval Holder shall cease work and contact the Special Places

Coordinator, Nova Scotia Department of Communities, Culture, Tourism and Heritage (CCTH) immediately upon discovery of an archaeological, or paleontological site, artifact or fossil specimen unearthed during any phase of the Project. If the find is of certain or possible Mi'kmaq origin, the Approval Holder shall also contact the appropriate Mi'kmaq representatives as advised by CCTH.

- 8.2 Prior to road construction and/or upgrades, or any associated ground disturbance activities the Approval Holder shall complete the Archaeological Resource Impact Assessment (ARIA) for Heritage Research Permit A2023NS156, as described in the Registration Documentation. The report shall be made available to CCTH and ECC.
- 8.3 Prior to road construction and/or upgrades, or any associated ground disturbance activities, the Approval Holder shall complete a program of subsurface testing for any areas of elevated archaeological potential identified under Heritage Research Permit Report A2023NS156, that cannot be avoided in the course of development. Results shall be submitted to CCTH and ECC prior to construction to determine if further archaeological monitoring is required during ground disturbance activities of these areas.

9 Public Engagement

- 9.1 Prior to commencement, the Approval Holder shall develop and implement a comprehensive complaint resolution plan for receiving and responding to complaints related to the Project. The plan will include, but not be limited to, a reporting system which records all complaints received, sets out a timeline for responding to complaints and establishes a recording system that details all corrective measures taken to alleviate the cause and prevent its recurrence. The plan shall be made available to the Department upon request.
- 9.2 Prior to commencement, the Approval Holder shall appoint a contact person designated to deal with complaints and shall provide the contact information to the Department.
- 9.3 At the request of the department, the Approval Holder shall develop and implement a plan for the formation and operation of a Community Liaison

Committee (CLC) including terms of reference, which meet the Department's Guide for the Formation and Operation of a Community Liaison Committee, as amended from time to time. The Approval Holder shall operate the CLC for the duration of the Project or until released in writing by the Department.

10 Engagement with the Mi'kmaq of Nova Scotia

- 10.1 Prior to commencement, the Approval Holder shall develop and implement a Mi'kmaq Communication Plan, which will include, but not be limited to, a process for communicating Project details and seeking input from the Mi'kmaq of Nova Scotia on the development and implementation of Project mitigation and monitoring plans. The plan shall be updated regularly and be available to the Department and the Mi'kmaq of Nova Scotia upon request.
- 10.2 Prior to road construction and/or upgrades, or any associated ground disturbance activities, the Approval Holder shall complete the Mi'kmaq Ecological Knowledge Study (MEKS) for the Project, as described in the Registration Documentation. The MEKS shall be provided to the Department and the Mi'kmaq of Nova Scotia.

11 Contingency Plan

- 11.1 Prior to commencement, the Approval Holder shall submit a comprehensive contingency plan to the Department which meets the Department's Contingency Planning Guidelines. The plan shall provide preventative measures and address accidental occurrences including, but not limited to, spills of hydrocarbons or other hazardous materials, failure of erosion and sediment control measures, fires and vehicular collisions. The plan shall be implemented, maintained, and updated over the life of the Project.
- 11.2 The contingency plan shall be maintained and updated as necessary, always kept on the Project site (while personnel are on-site) and be made available to the Department upon request.

12 Rehabilitation

- 12.1 The Approval Holder shall submit a decommissioning and site reclamation plan to the Department, two years prior to the end of operation.
- 12.2 Project operations shall be completed and reclaimed to the satisfaction of the Department and other appropriate regulatory departments.
- 12.3 In the event any turbine ceases to be operational for a period of two years, the Approval Holder shall submit a report to the Department outlining a timeline for reparation to the unit(s) to either render it fully functional or provide similar details for removing the turbine from the site within two years from the date the report was received by the Department.



Honourable Timothy Halman, MLA
Minister of Environment and Climate Change

Attachment F
Public Information Meeting Notes



Public Information Meeting Notes

May 21st, 2025

Development Agreement: Bear Lake Wind farm, Vaughan; File 25-18

Meeting date and time	A public information meeting was held on May 21, 2025, beginning at 6:00 p.m. in Council Chambers at 76 Morison Drive in Windsor.
Attending	<p>In attendance:</p> <ul style="list-style-type: none"> • Councillor Leary-Pinch, Chair <p>Two (3) members of staff:</p> <ul style="list-style-type: none"> • Acting Director of Planning and Development, Kari Fougere • Planning Administrative Assistant Vanessa Lake • CAO Mark Phillips <p>Applicants and presenters:</p> <ul style="list-style-type: none"> • Rebecca Crump, Head of Renewables • Brendan Chard, VP Power • Mark Stewart, Director of Engagement • Claire Parsons, Director of Communications • Jeff Bonazza, Director of Environment & Permitting • Hannah Matheson, Development Associate • Andrew Woods, Development Consultant <p>Council members:</p> <ul style="list-style-type: none"> • Mayor Abraham Zebian • Councillor Paul Wheadon • Councillor Crystal Remme • Councillor Jim Ivey <p>31 members of the public attended the meeting.</p>
Applicants	Acting Director Fougere outlined the request for a development agreement for Bear Lake Wind Ltd. to permit 7

<p>Rebecca Crump and Mark Stewart, Bear Lake Wind Ltd.</p> <p>Properties</p> <p>Multiple vacant properties in Vaughan and Upper Vaughan. PIDs include: 45060068, 45399540, 45399573, 45399532, 45060076, 45381209, and 45381217</p>	<p>large scale wind turbines across multiple properties in Vaughn and Upper Vaughan on lands owned by the Province of Nova Scotia and Atlantic Star Forestry. The planning process was reviewed, including the criteria used to evaluate the development agreement.</p> <p>Rebecca Crump and Mark Stewart, part of the application team, provided a presentation outlining the changes they have made to their development proposal since the initial proposal submitted in 2024. They discussed the reduction in turbines and access roads they will need for the development resulting in less impact on crown land and the natural environment. They talked about the utilization of an Aircraft Detection Lighting System (ADLS) that will keep the night skies dark. They then provided an overview of the new development concept on maps and site plans. They discussed adding alternate locations to help reduce the risk of future amendments to the site plan in case they run into issues during construction. They discussed that the turbines they removed were the ones with the most visual impact, two removed from crown land and the ones with the most environmental impact. They also removed one substation and moved another substation. Improve Armstrong Lake Road to the quality of access roads and provide an alternative egress out of Chalet Hamlet, for emergency access only. They discussed reduction in length of roads, reduction in impacts to wetlands based on less infrastructure, and less water crossing. Also discussed improvements to stormwater management, committing to working with the Public Works department and improving stormwater management with their improved limits of disturbance. They also talked about decommissioning costs requirements on crown land and private land leases as well as being built into the development agreement. They then outlined the details of the community benefits agreement. They discussed other benefits to the community such as job creation. Policy criteria were discussed and how the project meets or exceeds minimum requirements.</p>
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	<p>At 7:01 p.m. the floor was opened to the public for comments and questions.</p>
Comments	<p>The question was brought up during the presentation about who in Chalet Hamlet was consulted. Mark Stewart discussed that they have met with the Chalet Hamlet board and some of those members are also on the Community Liaison Committee (CLC). They are also presenting to the Chalet Hamlet Community again and accepting feedback.</p> <p>Brenda Kenty- Question was asked during the presentation about who makes up the CLC. Mark Stewart explained that the committee was established in the community as a way of establishing a communication and feedback network for interested members of the community in collaboration with the proponent for the best possible outcomes of the project. They solicited members through the paper, WHRM Council, and conversation with a number of individuals in the community. Currently 10 members and open to grow. Members are from communities in close proximity to the project site and members of the project team, none from Chester or HRM currently. A member of the CLC suggested including more members from the Vaughan area. Once the Terms of Reference are approved, the members list will be public. Brenda also asked if other roads in Chalet Hamlet will be upgraded or redeveloped. Rebecca Crump stated she would take it away and follow up at a later date to see if they can include that in the project. Brenda also had a question about Provincial oversight and if someone will be on the ground to monitor compliance with the EA. The applicants confirmed there will be monitoring.</p> <p>A member of the public raised concern about the egress road and where it will be located off of West Armstrong Lake Road and that the road could be used as a thoroughfare road. Applicants stated that it's not the intent to allow it to be used a thoroughfare. Rebecca Crump stated that they don't intend to install a gate at this time, but it will be enforced.</p>

Nancy Durnford- Question about what turbines have been eliminated from the previous application. Rebecca Crump stated T8, T4, T11 and T15 will be removed. She also asked where the substation will be located, Rebecca stated between T9 and T10. Transmission lines will still follow in close proximity to Armstrong Lake West Road. She also asked about the height of the turbine and how the extra height of the turbine contributes to shadow flicker. An updated shadow flicker survey has been completed, and requirements have been met. Nancy also raised a concern about blasting during the construction of the windfarm and impacts of the blasting. The applicants will follow up. Also question about whether or not waterways are being tested prior to construction; Jeff said no there were no requirements to establish a baseline water quality, but there are requirements to monitor wells within 800m prior to blasting and commitments and conditions in the EA speaking to impact on local wells and requirements to make sure they aren't impacted, and if they are, that they are fixed. Sampling will be required for Total Suspended Solids (TSS) under Provincial guidance. Questioned if Little Armstrong Lake will be tested prior to construction. Questioned if T15 has been removed and what the closest turbine to Armstrong Lake West. The Applicants will follow up.

Colin Hines- Raised a concern about the EA and how the requirements are monitored after the fact. That is within the Province's jurisdiction. Also had a question about the location of the transmission lines and whether they will be included in the DA. They will not, as they will become NSPI assets. There was also a question about whether the studies required through the EA process have been completed. All baseline requirements have been completed.

Seamus Marriott- Question about ADLS and if it can be added to the development agreement. Also question if they add or make changes to the turbine layout, what would be

the process and if this is the ultimate plan for build out. The Applicants confirmed that this is the final plan and Acting Director Fougere stated that any additional turbines would require the public process to be repeated. Also question if conditions of the EA have been met. All baseline requirements have been met. Question if the decommissioning fund follows the project not the owner-yes, it follows the project. Also question if the previous viewpoint studies have been updated. They are in process. Question about uranium and other minerals and what type of impact they might have on local water courses and wells and whether the municipality monitors that; Provincial jurisdiction. Applicants did confirm no high levels of arsenic or uranium were found during pre-tests. Question on fire suppression and whether they could get someone with more expertise in large structure firefighting to review the fire protection plan. Also a question about how deep core samples go, applicants will follow up.

Amanda Dunfield- Is the only development permitted under the development agreement wind turbines? Yes. Where would people go to find CLC member information, are the meetings recorded and are minutes taken and made available? Will be available online (Bear Lake project site) after ToR is finalized and member consent received. Question if the new layout is more economical? Options were weighed, and the community was prioritized, and costs are still being finalized. Costs are higher. Question about when stormwater management plans are done. Prior to clearing the site. Rebecca commented that they have made a commitment to improve stormwater management. Question about decommission and if it follows the project/property. Follows project. Also question about the CBA and how financial benefits are calculated. Bear Lake confirmed based on the exact nameplate capacity of 56 MW. \$450k for West Hants and \$90k annually for the community and distribution can be negotiated. Ongoing local employment- is that local to NS or local to West Hants? West Hants priority.

Community job fairs. Local sponsorships. Access road and question about the option of a gate as West Hants has a gate somewhere else. Question about the fire suppression system and qualification to attend to forest fires, also question about dry hydrants. Can be investigated. Asked if the Southwest fire chief has been contacted as well; Windsor/West Hants chief. Asked if there are plans to install dry hydrants. Discussions with the Chester fire chief, preferring pump to dry hydrant, waterbody was not identified for fire suppression. Applicants open to explore dry hydrants if local chief sees benefit.

Ken Carver- Asked each Everwind representative if they ever lost a home to a fire. What are they going to do about a fire suppression system. Andrew provided information about the fire detection system and requirements and the risk of turbine fires. The fire chief was comfortable with a detection system instead of suppression, and monitoring and contingency measures will be in place. The chief did ask for egress to the turbine areas for emergency vehicles.

Beth Brown-Carver- Question about public comments and if they have a chance to review the development agreement and provide comments on that. They will, at the Public Hearing. The June 4 deadline is for the PIM only. Also had a question about another meeting that Everwind will be attending and whether it will be open to the public. It is for Chalet Hamlet residents only and Everwind was specifically invited to update the community.

Karen Wallace- Question about if less turbines means more savings for Everwind. No. Question about the ADLS and aircraft radar interference. Multiple studies were conducted through the permitting process, and the EMI approval has been reissued. Question about the allocation of CBA financial benefits. Reiterated \$450k for WH and \$90k for community annually, distribution to be negotiated with the community, CLC, and/or WHRM, and \$50k bursaries. Question if they

	<p>received funding from other levels of governments. No. Repayable loan through Export Development Canada. Question about jobs. 6-12 full-time jobs, hundreds during construction. Reputable companies for construction with contractual obligation to hire locally where possible. Question about communication and transparency. All information will be available on the Bear Lake project site. All environmental assessment conditions. Reiterate baseline studies completed. Further studies will be addressed as the project continues. 2 year moose monitoring starts after commercial operation begins. Question about the power generated and if that benefits the community. Energy going into the NS grid. Everwind will cover costs incurred by NSPI so that cost is not collected from other customers.</p> <p>Chris- Concerns about green energy leaving Canada. Concerned about being surrounded by windmills and is concerned about uranium. Concerns about where the tax dollars will go and if they will stay in the Vaughn area. Discussions with the community and/or CLC on how to utilize the \$90k annually. Concerns about noise and affects to his artesian well from blasting.</p> <p>Jason Hart- Commented on the close timing of the previous application being withdrawn and the new one submitted.</p>
Adjournment	There being no further business, the meeting adjourned at 8:55 p.m.

Public Email Responses Submitted for the Application PIM

May 20, 2025

From: Dave Paddock

To: Kari Fougere

Good afternoon,

This letter is in response to your letter dated May 8, 2025. The letter is an invitation to attend the "Public Information Meeting" being held on May 21, 2025 due to the fact I own a lot that's within 500 feet of the wind farm boundaries.

I am unable to attend the meeting in person, however I intend to view most of the meeting on the Municipal youtube page.

I wish to go on record that I support the benefits that the Bear Lake Wind Farm will bring to the community. I live in Chalet Hamlet and will be affected directly by the project, however the benefits of the project are worth more than any negative effects of the Wind Farm. For example, a secondary evacuation route that's open and maintained 24/7. Approx. \$450,000.00 annual tax revenue for West Hants, just to name a few.

A secondary evacuation route is a potential life saver in the event of fires and flash floods caused by heavy rains. If the project is rejected by the municipality and the worst case scenario occurs and lives are lost due to a secondary route not being built, who will be held responsible? It's an honest question that requires an answer. Will the municipality build us a secondary route if they vote to reject the project?

The new layout proposed by Res/Everwind is a good compromise on their side and should be approved by council.

Regards

Dave Paddock

June 4, 2025

From: Joseph Marzouca

To: Kari Fougere

Hi Kari

I am following up on the recent information regarding wind turbines.

Just formally confirming that I object to placing of a wind farm in upper Vaughn.

Sincerely

Joseph Marzouca

June 2, 2025

From: Nancy Durnford

To: Kari Fougere

Here we go again! This windfarm should not be built in the proposed area for a number of reasons:

1. Again the implications on the environment of the area is going to be disastrous . I was at a meeting on May 31 st regarding uranium development and the local indigenous groups are against this kind of development and want to protect the environment. Why does the Membertou group think it's ok to destroy our environment.

2. These super turbines will create effects that I don't think Nova Scotia and especially West Hants will be able to deal with. These turbines require a base of over a half an acre to support them plus the contractor must blast at least 15-30 feet into the ground and fill with concrete. The Bear Lake area is heavily concentrated with uranium which will cause multiple health and environmental issues if disturbed.

3. My husband and I purchased our land 24 years ago and have enjoyed the peace and tranquility of the Vaughan area. That's about to change if this windfarm should go ahead. We, along with many homeowners on Hwy 14 will have these 700 ft towers looming over our homes. We are not just talking about cottages. We are talking about people who live full time in the Vaughans. Who wants a 70 story structure with the woofing sound continuously happening 24/7. Not me!!

West Hants needs to stand up to the province and ensure this development doesn't happen. It can't always be about money. Please stand up for what is right!

Thank you

Nancy Durnford

May 22, 2025

From: Steven Vidito

To: Kari Fougere

- 8) - the meeting was only advertised on the municipalities Facebook page?
I haven't seen any other notifications, why not posted at the petrocan? We only recently obtained Internet and can may not have access yet.
- 9) - We are concerned about the projects impacts to local wildlife. There are wetlands that the project area includes. What is being done to mitigate the possible detrimental effects to wildlife?
 • migratory birds
 • endangered species
 • Takasago spring
 • ~~at risk of~~ ~~being~~ ~~affected~~
- 10) - we are concerned about possible expansions to the project if its approved.
- 11) - we are concerned about possible impacts to cell phone reception. Reception is currently spotty at best.
- 12) - what steps are being taken to ensure no pollution and proper cleanup after lifespan is completed.
- 13) - what land restrictions will be in place for local residents?

- Koula Leary-Ginch
Dist 7 Councillor

- Bob Morton
Dist 6 Councillor

meeting May 15/25 with Kari Fougere Acting Director Planning and
Development Hants West,
1:30 PM.

- 1) - There are 2 properties omitted from PID map issued by
HWM.
45060068 Why are they missing?
45060076
45381209
45381217
45399540
45399573
→ 45317435
→ 45399532
→ 45317424

- 1) - The proposed turbine locations and Power line are not
illustrated on the Hants West map.
Have the proposed locations been identified?

- Why hasn't construction started on previous proposed
location?

- Why is the municipality holding the meeting?
• representing project proponents?
• partners in the project?
• requirements of the EA process?
• Will the Company and/or Consultant be present?

- 1) - Why are there revisions to the original proposed plan?

- There are a lot of other probably more suitable locations
for wind power generation further away from
residential properties.
• Shouldn't alternate locations further
away from homes be more seriously
considered?

- 1) - What are the real and tangible benefits to the property owners
with close proximity to the proposed project area?
• Land, minerals and jobs only temporary during construction.

May 19, 2025

From: Thomas W Smith

To: Kari Fougere

Kari,

I disagree with the idea of a wind farm. I haven't heard anything good ever coming from these and from what I understand the cost and repairs needed always outway the benefit. I believe this will only hurt the beauty of the area and most likely bring down our property value.

Not sure, if you are just telling us what you are going to do or if you are asking for a vote. If it's a vote, mine is nay.

Thank you for sharing my concerns,

Thomas W Smith