

WEST HANTS REGIONAL MUNICIPALITY
Special Council Meeting Agenda **AMENDED August 22, 2023**
August 21, 2023 – 6 p.m.
In-person Sanford Council Chambers, 76 Morison Dr, Windsor, NS
Virtual via Zoom (also FB Livestream)



1. Call to Order
2. Attendance
3. Announcements
4. Approval of the Agenda
5. Declaration(s) of Conflict of Interest
6. Public Hearings
 - b) Benjamins Mill Wind Project Development – Planner Dunphy
 - a) 997 Highway 14 Upper Vaughan (PID 45041902) WHLUB Amendment – Planner Dunphy
7. Second Readings
 - b) Benjamins Mill Wind Project Development Agreement – Planner Dunphy
 - a) 997 Highway 14 Upper Vaughan (PID 45041902) WHLUB Amendment – Planner Dunphy
8. New Business
 - a) July 22, 2023, Flood Event, Emergency Management Office (EMO) Recap
 - b) Update on the Motion Re: Cellular Service – Councillor S. McLean
9. In-Camera
 - a) MGA 22(2)(a) Personnel Matter
10. Next Meeting Date / Adjournment

WEST HANTS REGIONAL MUNICIPALITY

Public Hearing Minutes – Benjamins Mill Wind Project Development Agreement

Monday, August 21, 2023 – 6:03 pm

In-person Sanford Council Chambers and virtually via ZOOM
(also Facebook Livestreamed)



1. Call to Order

The Public Hearing was called to order at 6:03 pm.

2. Council:

Abraham Zebian, Mayor
Rupert Jannasch, Councillor, District 1
Scott McLean, Councillor, District 2
Mark McLean, Councillor, District 3
Jeff Hartt, Councillor, District 4
Debbie Francis, Councillor, District 5

Paul Morton, Deputy Mayor, District 8
Bob Morton, Councillor, District 6
Ed Sherman, Councillor, District 7
John A. Smith, Councillor, District 9
Laurie Murley, Councillor, District 10
Jim Ivey, Councillor, District 11

Staff and Guests:

Mark Phillips, CAO
Shelleena Thornton, Municipal Ops. Supervisor
Sara Poirier, Dir. Planning & Development

Alex Dunphy, Planner
Deanna Snair, Municipal Clerk
Carlee Rochon, Dir. Financial Services

Regrets:

Todd Richard, Dir. Public Works
Kathy Kehoe, Dir. Community Development

Presenters & Guests:

Twenty-five (25) residents including presenters.
Meg Morris and Jessica Pittman, Benjamins Mill
Bill Clarke and Jessica Tsang, 997 Hwy 14

3. Public Hearings – All public hearings and presentations are available on the Municipal website.

Benjamins Mill Wind Project Development Agreement (DA)

Planner Dunphy reviewed the report highlighting that on January 13, 2022, a completed application was received from Meg Morris on behalf of Natural Forces to permit a 24-wind turbine project in Benjamins Mill.

On January 6, 2023, Natural Forces resubmitted for Environmental Assessment (EA) Approval consideration. The Minister of Environment and Climate Change granted EA approval, subject to a list of conditions on February 12, 2023.

The proposal consists of 15 PIDs, measuring approximately 29,500 acres and accessed by using Hingley Road which runs perpendicular to New Ross/Russell Road; with the nearest

home being 1.6 kms away.

The current designation of the property and adjacent properties is Resource, and the current zoning is General Resource with a small portion of the property zoned Water Supply. The proposed wind turbines are located only on the lands zoned General Resource (GR).

Planner Dunphy reviewed the enabling policies: Policy 4.24.4 (consider the development of permanent or long-term installations of large wind turbines or wind farms outside of the Growth Centre, Village, and Hamlet designations by development agreement) and Policy 16.3.1 states general criteria for development agreements.

On April 19, 2023, a request was made by the applicant to edit the wording in the Development Agreement. On July 19, 2023, the Municipal Solicitor advised that an agreement re: the draft Development agreement had been reached resulting in the recommendation of the current revised agreement being presented. Planner Dunphy reviewed the DA requirements.

Two (2) Public Information Meetings (PIMs) were held on February 10th and 23rd, 2022 and broadcasted live on the Municipal Facebook page. A total of eighteen 18 members of the public attended both meetings.

Deadline for comments was March 3, 2022. Concerns from the public included: topographic mapping, property access, potential expansion, distance from residences, land value, effects of blasting on wells, positioning of project area, noise and projections, turbine appearance, increased buffering request, road upgrades, effects of construction and operation on wells, and RFP project scale. In addition, seven (7) phone calls and twelve (12) emails were received concerning requested meeting and virtual meeting attendance, property damage due to road development and heavy vehicle use, increased buffering request, negative health effects, and mailout requests to include Canyon Point residents rather than the head office, map clarity, project scale, protected area for moose, disturbance due to noise and vibration, property value, effects on mental health, unknow project scope, illumination, elevation and view, effects of blasting on wells, site access, former development agreements on adjacent land, community control on turbine operation, topographic mapping, sound and visual modeling, safety for nearby residences, site descriptions, uncertainty in construction and road upgrades, and endangered species.

Planner Dunphy reviewed the process noting that all statutory requirements had been met.

Meg Morris, the applicant, gave a presentation on the specifics of the proposed wind farm.

Mayor Zebian opened the floor up for discussion.

Mark Kehoe, a resident of Vaughan spoke about potential clear-cutting of trees, deforesting and access concerns. Mr. Kehoe also commented on the wording “inappropriate”, he voiced concerns over the number of windfarms that are being developed. Planner Dunphy advised that within the structure of the documents it was difficult to quantify a number that was appropriate, environmental assessments consider cumulative aspects. Ms. Morris advised the project’s footprint was minimal. Clear cutting was generally done to assist with road building, with this project existing roads were being used roads. The windmill towers are self-contained

which requires no fencing. The developer was working with the snowmobile association regarding access, as there was no interest in restricting access to the area.

Shirley Pineo, a resident of Vaughan inquired if the project was contained within West Hants and was advised it did. Ms. Pineo also inquired if a Community Liaison Committee (CLC) was considered for the project. Ms. Morris responded that the applicant was not opposed to establishing a CLC if the community was interested in having one in place. Ms. Pineo stated she was interested in having a CLC committee and hoped one would be developed for this project.

The Public Hearing was advertised in the local paper on July 1st and 8th. Letters were sent to property owners within 300ft of the property and a sign was placed on site. One (1) phone call, two (2) emails and one (1) piece of correspondence were received. Clerk Snair read correspondence from Jean Patterson, who voicing they were unable to attend the Public Hearing (they were away) but wanted to submit their opinion and voice they were not in favour of the proposed project/installation for any wind turbines in or around the proposed area and would be voting against this matter.

4. Adjournment

Mayor Zebian declared the Public Hearing concluded at 6:35 p.m.

Abraham Zebian, Mayor

Deanna Snair, Executive Assistant/Clerk



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: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Alex Dunphy, Planner

Date: August 21, 2023

Subject: Development Agreement: Benjamins Mill Wind Project; File # 21-18B

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

Should Council wish to approve the development agreement following the Public Hearing, the following motion would be in order:

...that Council gives Second Reading to and approves entering into a development agreement to allow a Wind Farm on PIDs 45390960, 45406659, 45406667, 45406675, 45406683, 45406709, 45061926, 45406691, 45406717, 45390952, 45407921, 45391018, 45407913, 45060449, and 45060548 which is substantively the same as the draft set out in Attachment A of the report #21-18B to Mayor Zebian and Members of West Hants Regional Municipality Council dated August 21, 2023.

...that Council require that the development agreement with Natural Forces Lands GP Ltd and Atlantic Star Forestry Ltd. for PIDs 45390960, 45406659, 45406667, 45406675, 45406683, 45406709, 45061926, 45406691, 45406717, 45390952, 45407921, 45391018, 45407913, 45060449, and 45060548 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 type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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A completed application was received on January 13, 2022 from Meg Morris on behalf of Natural Forces. The application was for a development agreement to permit a new wind farm with up to 24 wind turbines in Benjamins Mill. Public Information Meetings were held on February 10 and February 23, 2022.

On March 9, 2022, the Minister of the Department of Environment and Climate Change provided a response to the Environmental Assessment application submitted by Natural Forces for the Benjamins Mill Wind Project. The response was that there was insufficient documentation to make a decision and additional requirements were then outlined.

Following this, Natural Forces carried out the required work to resubmit for Environmental Assessment consideration. On January 6, 2023 Natural Forces submitted an Additional Information Addendum to the Department of Environment and Climate Change. Then on February 13, 2023, the Minister of Environment and Climate Change gave the Benjamins Mill Wind Project Environmental Assessment Approval, subject to a list of conditions.

DISCUSSION

Two Public Information Meetings were held on February 10 and 23, 2022.

On April 13, 2023, staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC). The PAC/HAC recommended in favour of the development agreement as drafted on April 13, 2023.

On April 19, 2023, the applicant requested edits to the wording of the development agreement regarding the leasing and subleasing agreements. At the time, staff believed the edits to be administrative in nature and would not affect the development agreement in any significant way. The amendments were sent to the Municipal Solicitor for review.

On April 25, 2023, staff presented the PAC/HAC recommendation to Council for First Reading (Appendix B). During the April 25 meeting, Council recommended in favour of the application.

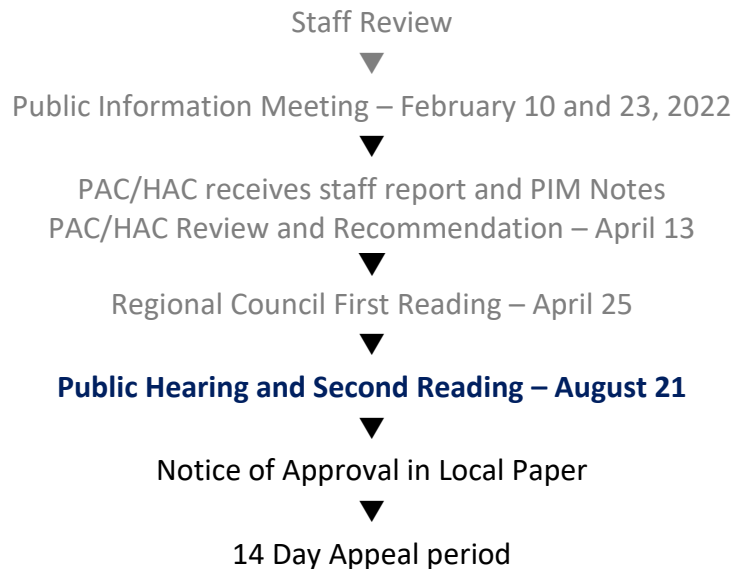
On May 11, 2023, staff were informed by the Municipal Solicitor that the applicants requested amendments would impact the ability of the Municipality to enter the land to perform remedial action considered necessary to correct the breach of the development agreement and bill the expenses back to the property owner.

On July 19, 2023, staff were informed by the Municipal Solicitor that an agreement was reached and that agreement can be recommended by the Municipal Solicitor. The development agreement has been attached as Appendix A to this report.

NEXT STEPS

The process for this application is as follows:

Process



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

There are no anticipated costs to the Municipality in regard to this development.

ALTERNATIVES

In response to the application, Council may decide to:

- hold Second Reading and approve the development agreement as drafted or as specifically revised by direction of Council; or
- provide alternative direction such as requesting further information on a specific topic.

APPENDICIES

Appendix A Revised Draft Development Agreement

Appendix B 2023-04-13 Staff Report - Development Agreement: Benjamins Mill Wind Project; File # 21-18

CHIEF ADMINISTRATIVE OFFICER REVIEW

No further comments recognizing agreements were reached between the applicant and the property owners regarding remedial action clauses in the DA.

I support the recommendations.

Report Prepared by: _____

Alex Dunphy, Planner

Report Reviewed by: _____

Sara Poirier, Director of Planning and Development

Report Approved by:  _____

Mark Phillips, Chief Administrative Officer

Appendix A – Revised Development Agreement



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2023.

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 -

NATURAL FORCES LANDS GP LTD., a body corporate, in its capacity as General Partner for and on behalf of **NATURAL FORCES LANDS LIMITED PARTNERSHIP**, with a head office at 1801 Hollis Street, Suite 1205, Halifax, in the County 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 a head office at 1019 Prince Street, Suite B, Truro, in the County of Colchester, Province of Nova Scotia,

(Hereinafter referred to as the “Sub-Lessor”)

OF THE THIRD PART

- and -

ATLANTIC STAR FORESTRY LTD., a body corporate, with a mailing address at 10 Church St., 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 Developer as to a portion of its leased premises (being PIDs 45390960, 45406659, 45406667, 45406675, 45406683, 45406709, 45061926, 45406691, 45406717, 45390952, 45407921, 45391018, 45407913, 45060449, 45060548), being the Subleased Premises therein, and hereinafter referred to as the "Property", as evidenced by a Notice of Sub-Lease registered at the Nova Scotia Land Registry which lands are more particularly described in Schedule 'A' attached hereto, for the purpose of building and operating a Wind Energy Facility comprising wind turbines, access roads, fencing, service buildings and transmission equipment;

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 the Developer has requested that the Municipality enter into a development agreement to allow the development, construction and operation of a Wind Farm (as defined in the *West Hants Land Use By-law* (the "Land Use By-law")) on the Property (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], 2023**, 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 – Notice of Sublease

Schedule B – Overall Site Concept 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 February 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;
- (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 a facility containing all equipment and improvements necessary for the conversion and delivery of wind energy into electricity, 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.

(i) *Commencement of Commercial Operation* means the date upon which energy is generated by the Wind Energy Facility for sale.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

The Parties agree that uses on the Property 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 twenty-four (24) turbines and associated facilities, together with all components associated with the Facility.

2.2 Development Location and Design

- (a) The development location and design shall be consistent with the layouts shown on Schedules B1 and B2, for Phase 1 and the overall project, respectively.
- (b) The Development Officer may approve changes to the location of the equipment or other aspects of the site plan, including the addition of Turbines, and inclusion of additional parcels of land in the Property, provided that setbacks 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 2.8, (c), *Environmental Assessment Approval*, of this agreement provided that the setbacks 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 Lot Area	2 acres (0.81 hectares)
Minimum Setback from any Lot Line*	Height of the Turbine
Minimum Setback for the Turbine from any Dwelling on the Same Lot	Height of the Turbine
Minimum Setback for the Turbine from any Dwelling on an Adjacent Lot	200 ft (60.96 m)
* Only the lot lines of the Property which are abutting neighbouring properties outside of the project area shall be used, lot lines within the project area will not be required to meet the setback.	

- (b) The Developer shall ensure the proposed Development is built such that impacts of sound and shadow flicker are reasonably minimized and public safety is maintained and in particular that:
- (i) no turbine shall be built within 1000 meters, measured from the closest edge of the base of the tower of any dwelling, hotel, motel, or apartment hotel existing as of [MONTH, DAY], 2023 unless written permission is given by the owner thereof; and
 - (ii) no turbine shall be built within 550 meters, measured from the closest edge of the base of the tower, to any woods camp existing as of [MONTH, DAY], 2023 unless written permission is given by the owner thereof.
- (c) Accessory buildings are permitted in accordance with Section 5.1 of the West Hants Land Use By-law, *Accessory Buildings and Structures*.
- (d) Nothing in this Agreement shall prevent the future reconstruction, repair or renovation of any accessory building on the Property 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

- (a) The Developer shall reasonably minimize the duration and volume of traffic to and from the proposed Development in the vicinity of the driveway providing access to Hingley Road and ensure that all required permits are received from Nova Scotia Department of Public Works and any other applicable traffic authority.

2.5 Signs and Lighting

- (a) Signage and illumination shall be regulated under Sections 5.18 and 7.0 of the West Hants Land Use By-law, *Illumination* and *Signs*, which controls lighting, size, location, and number of signs.
- (b) The Developer shall ensure that any illumination not required by Transport Canada shall not project glare or direct illumination onto adjacent properties other than those of the Owner.

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.
- (e) The Developer shall consult with the Chief of the Fire Department having jurisdiction on the installation and operation of a fire detection and suppression system in the nacelle of each turbine.

2.8 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.

2.9 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.

2.10 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 Wind Energy Facility. 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;
- (b) creation of a performance bond reasonably acceptable to the Municipality;
- (c) creation of a special escrow account by the Developer reasonably acceptable to the Municipality; or
- (d) another effective alternate method reasonably acceptable to the Municipality.

The Developer shall provide notice within 30 days to the Municipality of the Commencement of Commercial Operation of the Wind Energy Facility. 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. The Municipality 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 Wind Energy Facility net of any salvage value, as reasonably estimated by an independent engineer or assessor designated jointly by the Developer and the Municipality 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. 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 down to the bare land except to the extent otherwise agreed by the Municipality 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.

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 matter is a substantive matter:
- (a) the uses permitted on the Property as listed in Section 2.1 of this Agreement, *Use*.
- 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 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 2.9 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 by resolution of Council 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, by resolution of Council, 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 beyond the Developer's control, the determination of which shall be at the sole discretion of the Development Officer, 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,

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 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, 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 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 the site. It is acknowledged that the Municipality may recover all reasonable expenses, whether arising out of the entry on the Property 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); secondly by enforcement of a first lien against the above-ground components of the Wind Energy Facility; 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; 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.

5.6 Costs

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

5.7 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 land which is the subject of this Agreement 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.

5.8 Reduced Sub-leased Area

Prior to the Start of Construction, but not before the Developer has arranged financing of the Wind Energy Facility sufficient to construct the Wind Energy Facility and has provided documentation thereof satisfactory to the Development Officer, the Sub-lease will be amended such that it applies to a portion of the Property that is less than the area of the Property described herein (the "Reduced Sub-leased Area"). Accordingly, the Developer shall subdivide (if it can do so as of right) or apply for subdivision of the lots comprising the Property, and if the Property is so subdivided the Municipality shall upon application allow a non-substantive amendment such that this Agreement shall apply only in respect of the subdivided lots comprising the Reduced Sub-leased Area.

5.9 Assignment of Agreement

The Developer may, 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.

5.10 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 1801 Hollis Street, Suite 1205, 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 Owner.

5.11 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.

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:

Witness

Witness

Witness

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

)

) Per: _____

) Abraham Zebian, Mayor

)

) Per: _____

) Deanna Snair, Municipal Clerk

)

)

) **Natural Forces Lands GP Ltd. for and**

) **on behalf of Natural Forces Lands**

) **Limited Partnership**

)

)

) Per: _____

) Robert Apold, Director

)

) **Wagner Forest NS Ltd.**

)

)

)

) Per: _____

Witness

) Daniel H. Hudnut, President

)

)

) **Atlantic Star Forestry Ltd.**

)

)

)

) Per: _____

Witness

) Daniel H. Hudnut, President

**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 Natural Forces Lands GP 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 _____, 20__ 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
Notice of Sublease

NOTICE OF SUBLEASE

This Notice of Sublease is dated as of February 4, 2021 by and between **Wagner Forest NS Ltd.** (the “**Sub-Lessor**”) and **Natural Forces Lands GP Ltd.**, a body corporate, in its capacity as General Partner for and on behalf of **Natural Forces Lands Limited Partnership** (the “**Company**”).

WHEREAS, the parties hereto have entered into a Sublease dated as of February 4, 2021 (the “**Sublease**”) with respect to a Sub-leasehold interest burdening the Premises (as described below); and

WHEREAS, the parties hereto desire to provide notice to third parties of said Sublease by recording this Notice in the Registry of Deeds/Land Registration Office for the registration district in which the Premises are located.

NOW THEREFORE, in consideration of the sum of \$1.00 now paid by the Company to the Sub-Lessor, the premises, the mutual covenants outlined herein and in the Sublease, the payment of rent, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Demise, Description of Premises. The Sub-Lessor does hereby grant, demise, let, rent and Sublease unto the Company and the Company hereby Subleases and rents from the Sub-Lessor, a portion of the lands of the Sub-Lessor identified and described in **Exhibit A** attached hereto (the “**Premises**”), such Subleased portion being more particularly shown and described in **Exhibit B** hereto (the “**Subleased Premises**”).

Section 2: Term. The Sub-Lessor has Subleased the Subleased Premises to the Company, subject to all of the terms and conditions contained in the Sublease, for an initial term Development Term commencing at the Effective Date and continuing until the earlier of the Operations Term or three (3) years from the Effective Date unless extended (the “**Development Term**”). Provided the Company constructs a Wind Energy Facility on the Subleased Premises, the Sublease shall have an Operations Term for operating the Wind Energy Facility. This

Operations Term commences on the day the Wind Energy Facility (which shall include at least one operating wind turbine generator on the Subleased Premises) first produces and delivers electrical energy to the utility electrical network system or any other consumer or buyer (the “**Commercial Operation Date**”) and shall continue for a period of twenty (20) years from the Commercial Operation Date (the “**Operations Term**”). The Company has the right to renew and extend the initial Development Term for up to three (3) renewal period of one (1) year, subject to the renewal terms and conditions contained in the Sublease. The Development term shall automatically be extended upon the Start of Construction, as defined in the Sublease, and may be further extended thereafter for one (1) year terms until the start of the Operations Term, subject to additional terms and conditions contained in the Sublease. The company has the right to extend the Operations Term subject to the terms and conditions contained in the Sublease for the first option to renew for a term of ten (10) years (the “**First Extended Term**”) and a second option to renew for a term of ten (10) years (the “**Second Extension Term**”) (collectively the “**Extended Terms**”). All renewal rights and extensions referred to herein, are further subject to earlier termination by either party as provided in the Sublease.

Section 3: Rights. The Sublease outlines, *inter alia*, the rights and obligations of the Sub-Lessor and the Company with respect to the Subleased Premises, including, *inter alia*, rights of renewal, rights and obligations of successors and assigns of the parties, obligations respecting the payment of rent and rights of both parties hereto with respect to use.

Section 4: Assignment, Subletting. The Company may assign the Sublease or grant licenses or sub-Subleases relating to the Subleased Premises only as set forth in the Sublease.

Section 5: Successors and Assigns. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and permitted assigns of said parties.

Section 6: Addresses of Parties. The parties’ addresses as set forth as follows:

the Sub-Lessor:

Wagner Forest NS Ltd.

the Company:

Natural Forces Lands GP Ltd.

C/o Wagner Forest Management, Ltd.
150 Orford Road, P.O. Box 160
Lyme, New Hampshire 03768

1801 Hollis Street, Suite 1205
Halifax, Nova Scotia
B3J 3N4

Section 7: Purpose. This Notice of Sublease is intended only for the purpose of providing notice of the conveyance of the Subleasehold interest in the Subleased Premises to the Company according to the terms and conditions as more particularly outlined in the Sublease. Nothing herein amends, modifies, alters or suspends the Sublease. In the event of any inconsistency between this Notice of Sublease and the Sublease the Sublease prevails.

Section 8: Counterparts. This Notice of Sublease may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original counterpart. A copy of a signed counterpart may be delivered by fax, PDF email or other electronic means which shows a reproduction of the signature and such shall be considered complete delivery and shall be deemed to be a signed original.

IN WITNESS WHEREOF, the parties have executed this Notice of Sublease, as Amended as of the date first above written.

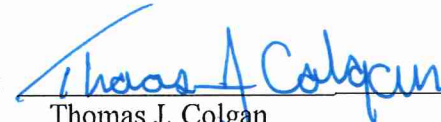
[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

the Sub-Lessor:

WAGNER FOREST NS LTD., a company
incorporated pursuant to the
laws of Nova Scotia



Witness

By: 

Thomas J. Colgan
Its President, Duly Authorized

Date: 2-4-2021, 2021

the Company:

NATURAL FORCES LANDS GP LTD., a body corporate, in its capacity as General Partner for and on behalf of **NATURAL FORCES LANDS LIMITED PARTNERSHIP**



Witness

By: 

Robert Apold
Its Director, Duly Authorized


Date: MARCH 9, 2021

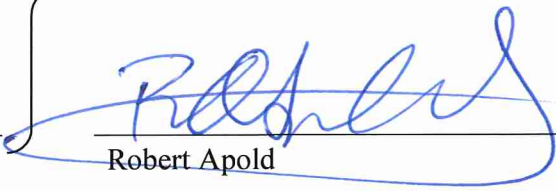
**AFFIDAVIT OF EXECUTION AND VERIFICATION
{PER S83(b) OF THE LAND REGISTRATION ACT}
{PER S31-34 OF THE REGISTRY ACT}**

I, Robert Apold, of Halifax, Halifax Regional Municipality, in the Province of Nova Scotia, make oath and say that:

1. **THAT** I am the Director of Natural Forces Lands GP Ltd., in its capacity as General Partner for and on behalf of Natural Forces Lands Limited Partnership (the “**Company**”), one of the parties to the foregoing instrument, and as such have personal knowledge of the matters herein deposed to.
2. **THAT** I hereby verify that I executed the foregoing instrument for and on behalf of the Company as such authorized signatory of the Company as specified in paragraph 1 above.
3. **THAT** I acknowledge pursuant to such authority I have executed the foregoing instrument on behalf of the Company and thereby bind the Company.
4. **THIS** acknowledgement is made for the purpose of registering the document pursuant to the relevant provisions of the *Land Registration Act*, 2001, c. 6, s. 1 or the *Registry Act*, R.S. 1989, c. 392, s. 1, as the case may be.

SWORN TO before me
at Halifax, in
the County of Halifax,
in the Province of Nova Scotia, this 9th
day of March, 2021.


A Barrister or Solicitor of the
Supreme Court of Nova Scotia.


Robert Apold

MICHAEL SIMMS
A Notary Public in and for the
Province of Nova Scotia

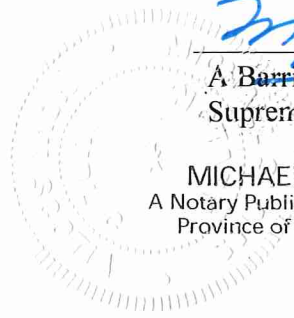


EXHIBIT A

PID 45390960

PID 45406659

PID 45406667

PID 45406675

PID 45406683

PID 45406709

PID 45061926

PID 45406691

PID 45406717

PID 45390952

PID 45407921

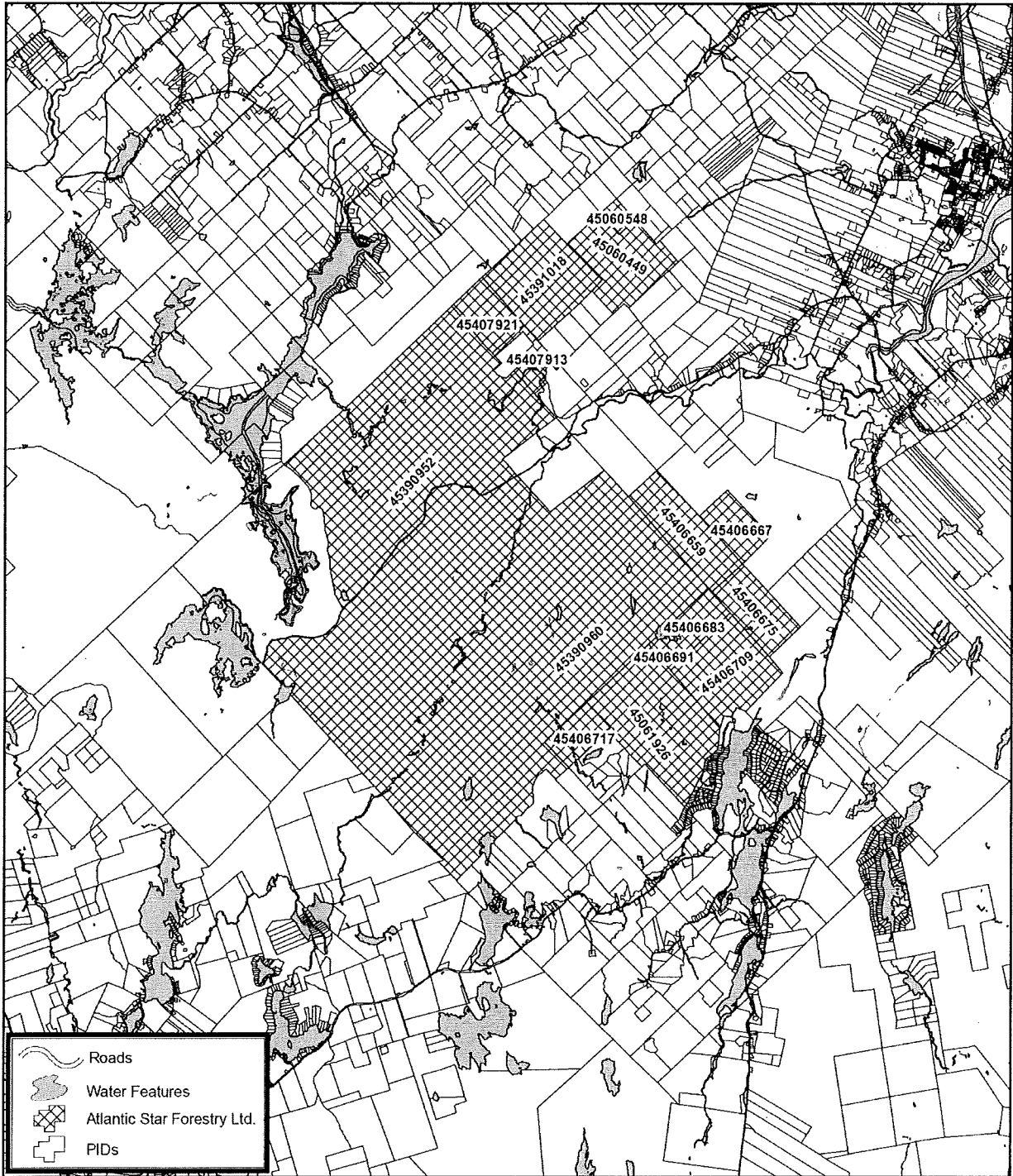
PID 45391018

PID 45407913

PID 45060449

PID 45060548

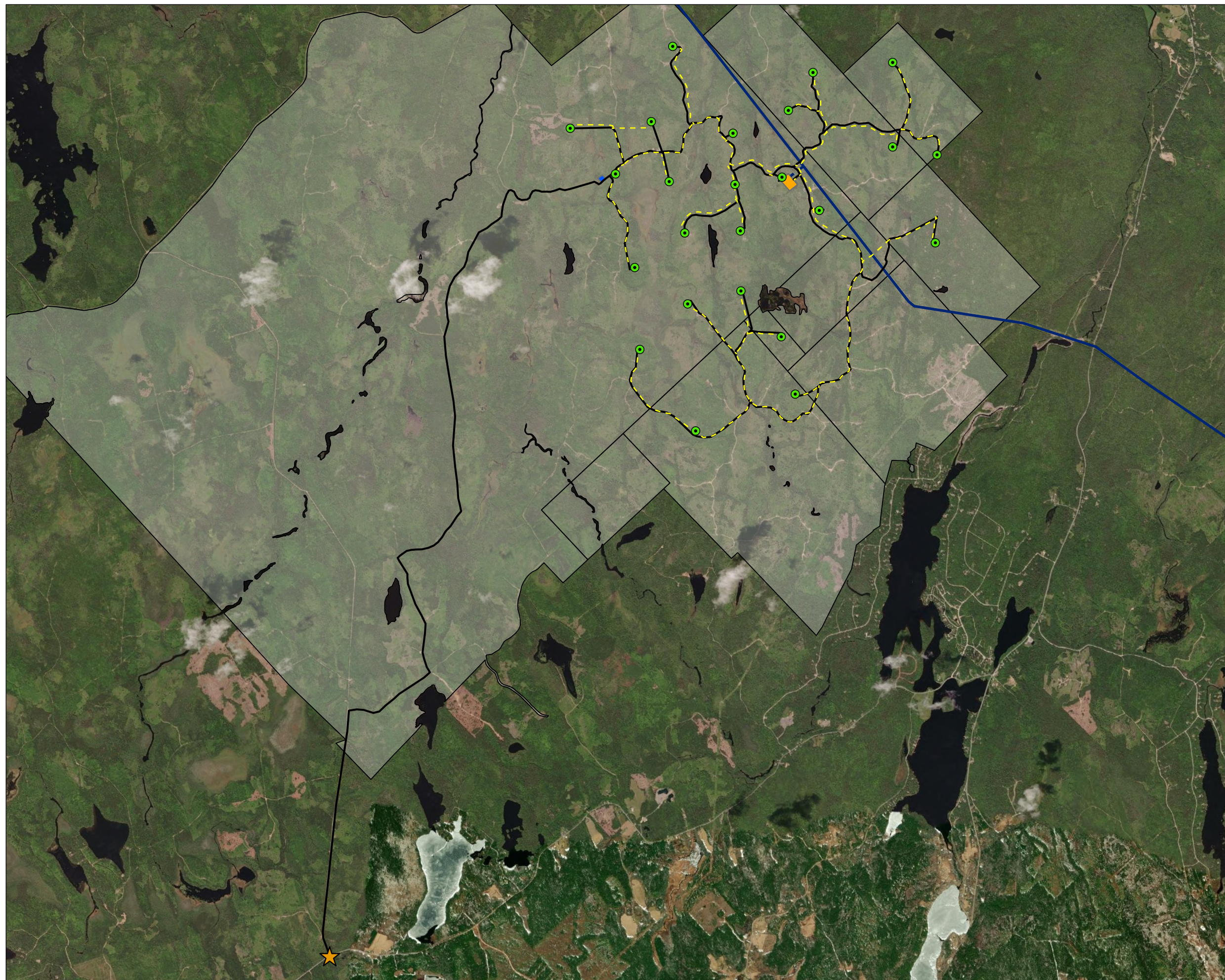
Exhibit "B"












Map Showing Lands Leased by Natural Forces
From
Wagner Forest NS Ltd,
Benjamin Mills, Hants County , Nova Scotia

October 22, 2020

**Schedule B
Site Plan**



Legend

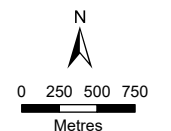
-  Road Access Point
-  Wind Turbine Locations
-  Overhead Collector Lines
-  Access Roads
-  Transmission Line Interconnection
-  Substation
-  Construction Laydown Area
-  Existing NSPI 138 kV Transmission Line
-  Secured Private Lands

Notes

1. Turbine markers are not to scale

Sources

- Basedata provided by the Province of Nova Scotia
- Basemap: ESRI World Topo Map



Scale: 1:50,000

Spatial Reference: NAD 1983 UTM Zone 20N

Page Size: 11" x 17"

Production Date: Mar 29, 2023



Appendix B – Development Agreement: Benjamins Mill Wind Project; File # 21-18



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation X	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: _____
Alex Dunphy, Planner

Date: April 13, 2023

Subject: Development Agreement: Benjamins Mill Wind Project; File # 21-18

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

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 45390960, 45406659, 45406667, 45406675, 45406683, 45406709, 45061926, 45406691, 45406717, 45390952, 45407921, 45391018, 45407913, 45060449, and 45060548 which is substantively the same as the draft set out in Attachment B of the report File #21-18 to the Planning and Heritage Advisory Committee dated April 13, 2023.

...that PAC/HAC recommends that Council require that the development agreement with Natural Forces Lands GP Ltd and Atlantic Star Forestry Ltd. for PIDs 45390960, 45406659, 45406667, 45406675, 45406683, 45406709, 45061926, 45406691, 45406717, 45390952, 45407921, 45391018, 45407913, 45060449, and 45060548 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 X	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
------------	--	--------------------------------------	---------------------------------	-----------------------------------	---

A completed application was received on January 13, 2022 from Meg Morris on behalf of Natural Forces. The application was for a development agreement to permit a new wind farm with up to 24 wind turbines in Benjamins Mill. Public Information Meetings were held on February 10 and February 23, 2022.

On March 9, 2022, the Minister of the Department of Environment and Climate Change provided a response to the Environmental Assessment application submitted by Natural Forces for the Benjamins Mill Wind Project. The response was that there was insufficient documentation to make a decision and additional requirements were then outlined.

Following this, Natural Forces carried out the required work to resubmit for Environmental Assessment consideration. On January 6, 2023 an Additional Information Addendum was submitted to the Department of Environment and Climate Change. Then on February 13, 2023, the Minister of Environment and Climate Change gave the Benjamins Mill Wind Project Environmental Assessment Approval, subject to a list of conditions (Attachment C).

DISCUSSION

The project area covers a significant portion of the western corner of the Regional Municipality and borders both the Municipalities of Chester and Kings County. The proposal consists of 15 separate PIDs and measures approximately 29,500 acres in total area.

The lots are primarily cleared forestry land with an existing network of forestry service roads. The lots are owned by Atlantic Star Forestry, leased by Wagner Forestry and sub-leased by Natural Forces for this wind project.

The majority of the properties are zoned General Resource (GR) on the Zoning Map of the West Hants Land Use By-law (Figure 1). There is a portion of one property (PID 45060449), which is partially zoned Water Supply (W) in addition to General Resource (GR). The zoning of this particular property is not considered an issue, as there are not plans for any development on that particular property. Permitted uses in the General Resource (GR) zone consist of agricultural uses, automobile service stations, forestry and other resource uses, low density residential uses, retail and service shops.

The property is designated Resource on the Generalized Future Land Use Map (GFLUM) of the West Hants Municipal Planning Strategy (Figure 2). This designation displays the intention for primarily resource uses in a rural environment, which the proposal matches.

Surrounding Context

All properties abutting the project area are designated Resource and zoned General Resource (GR), aside from a few of the most northern abutting, which are zoned Water Supply (W). There is no planned placement of wind turbines on or near the properties zoned Water Supply (W). To the southeast, the project area abuts clustered residential uses in the Falls Lake development,

which is fairly dense for the rural context of the area. While the project area does abut these residential uses, the closest proposed wind turbine is setback a distance of 1.6 km.

Municipal Planning Strategy Document Review

Policy 4.24.4 is the primary enabling policy to be considered for this application. This policy provides Council with the ability to consider installations of large wind turbines or wind farms outside of the Growth Centre, Village, and Hamlet designations by development agreement. The Policy also includes criteria which must be met by the proposed development. The full list of criteria is included with this report in Attachment A. In summary, the proposal meets the criteria since:

- the proposed development has received Environmental Assessment Approval from the Minister of Environment and Climate Change;
- the proposed development is required to provide a Shadow Flicker Impact Assessment and a Sound Level Impact Assessment as part of the conditions to 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 proposed development appears reasonably suited for the resource context of the project area; 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.

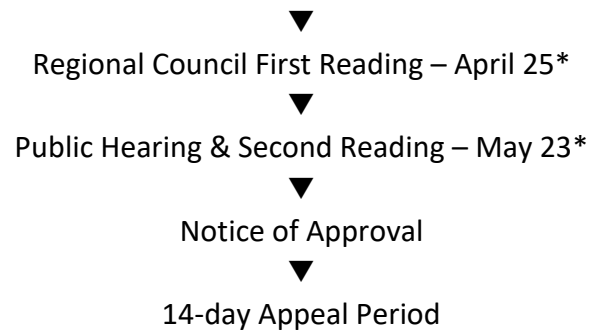
Policy 16.3.1 establishes the general criteria that all development agreements must meet. The full list of criteria is included with this report in Attachment A. In summary, the proposal meets the criteria as:

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

NEXT STEPS

The anticipated process for this application is as follows:





FINANCIAL IMPLICATIONS

There are no financial implications to the Municipality or residents with regard to 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;
- provide alternative direction, such as requesting further information on a specific topic.

ATTACHMENTS

Figure 1	West Hants GFLUM Extract
Figure 2	West Hants Zoning Map Extract
Figure 3	Photomontage – Bent Ridge
Attachment A	Policy Summary for Development Agreement
Attachment B	Draft Development Agreement
Attachment C	Environmental Assessment Approval – Terms and Conditions
Attachment D	Public Information Meeting Notes

Report Prepared by: _____

Alex Dunphy, Planner

Report Approved by: _____

Sara Poirier, Director of Planning and Development

Figure 1 – West Hants GFLUM Extract

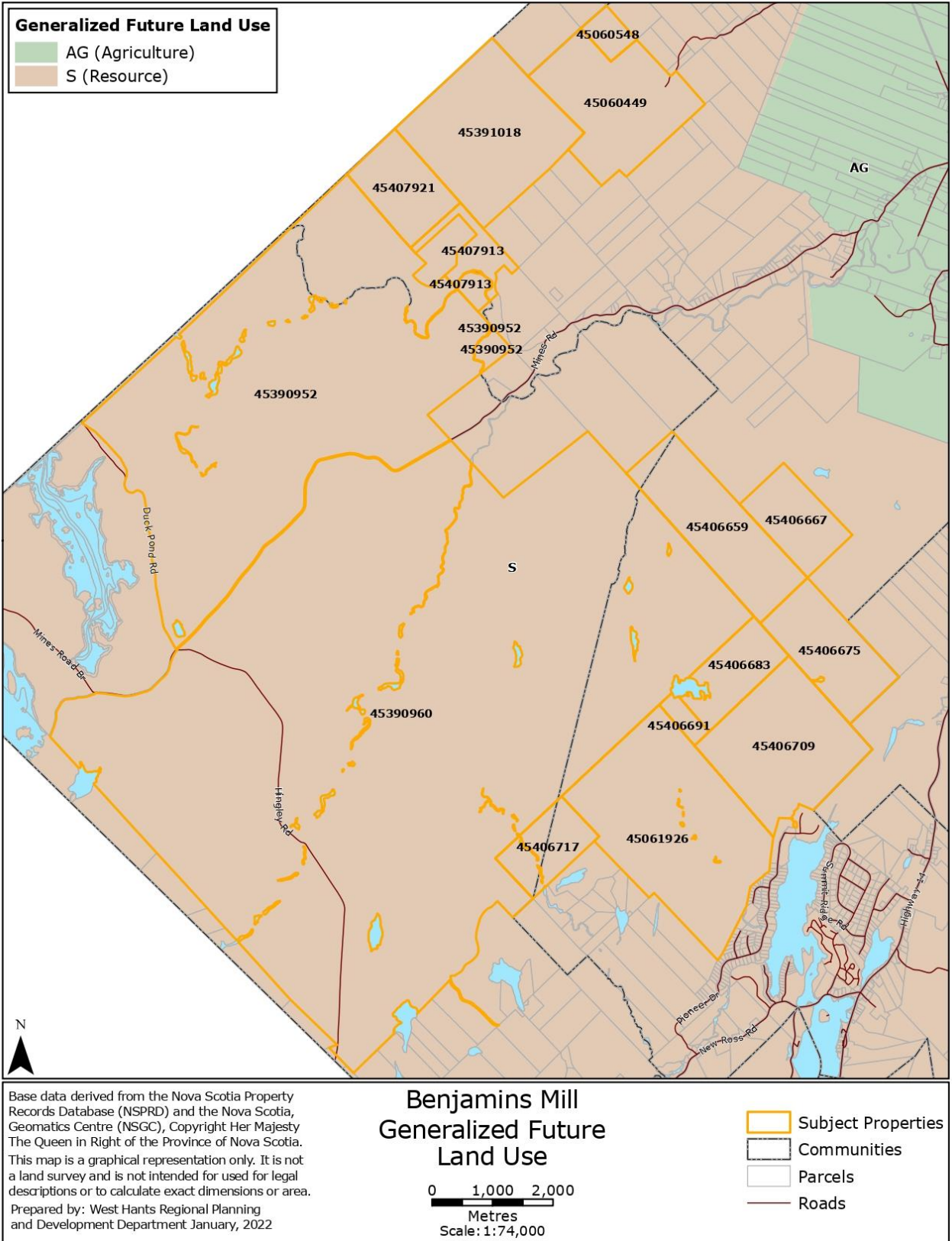
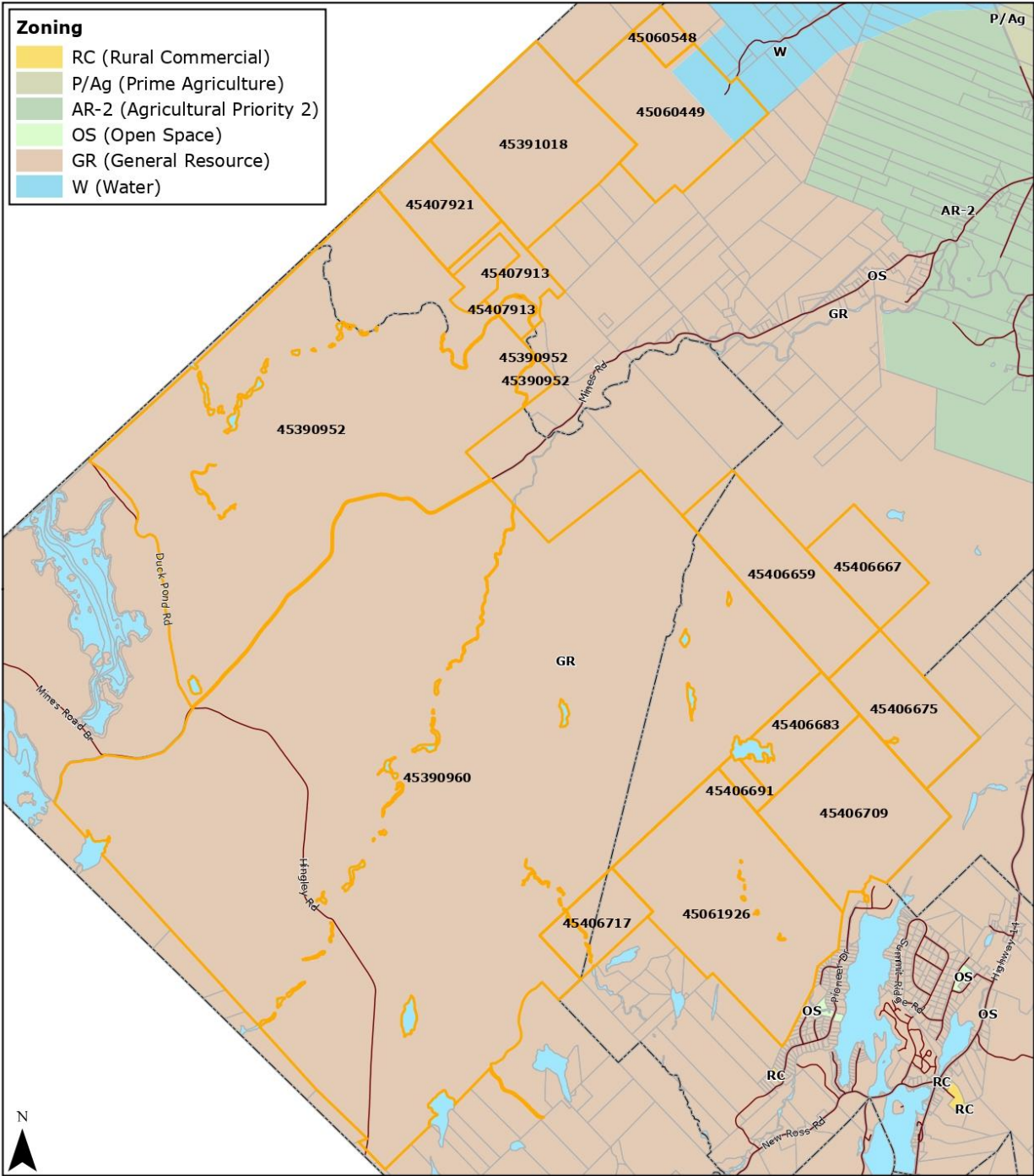


Figure 2 – West Hants Zoning Map Extract



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 January, 2022

Benjamins Mill Zoning

0 1,000 2,000
Metres
Scale: 1:74,000

- Subject Properties
- Communities
- Parcels
- Roads

Figure 3 – Photomontage



Attachment A – Policy Summary for Development Agreement

<p>Policy 4.24.4 <i>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:</i></p>	
<p><i>(a) any required provincial and/or federal government environmental assessment processes have been completed;</i></p>	<p>The Environmental Assessment was submitted to the Nova Scotia Department of Environment and Climate Change on January 6, 2023. The Minister of Environment and Climate Change decided to grant approval on February 13, 2023, subject to a number of conditions. The development agreement is contingent on the proposed development adhering to the conditions of the Environmental Assessment Approval.</p>
<p><i>(b) adequate separation distances are maintained from adjacent land uses to minimize impacts of noise and shadow and to ensure public safety;</i></p>	<p>Part of the conditions of the Environmental Assessment Approval requires a Shadow Flicker Impact Assessment and a Sound Level Impact Assessment to ensure the proposed development is within acceptable levels in terms of both noise and shadowing.</p>
<p><i>(c) the development is not visually intrusive in the landscape, taking into account the location and distance from which it is visible, and the significance and sensitivity of the landscape, topography, vegetation and built form in the surrounding area;</i></p>	<p>The proposed development is reasonable given the zoning, designation, and distance from surrounding uses. The Environmental Assessment Approval process provides criteria for addressing landscape, topography, vegetation, and built form in the surrounding area. As the project has received Environmental Assessment Approval, this criterion can be considered met.</p>
<p><i>(d) safe roadway access can be provided;</i></p>	<p>Staff have communicated with the Nova Scotia Department of Public Works (DPW) regarding the proposed development. The DPW are working directly with the developer to address all necessary permitting and upgrades required for the development.</p>
<p><i>(e) any other matter which may be addressed in a development agreement; and</i></p>	<p>All relevant matters have been addressed.</p>

<i>(f) the provisions of Policy 16.3.1 of the Municipal Planning Strategy.</i>	See below
--	-----------

<p>Policy 16.3.1 <i>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:</i></p>	
<p><i>(a) whether the proposal is considered premature or inappropriate in terms of:</i></p>	
<p><i>(i) the adequacy of sewer and water services;</i></p>	<p>The Municipal Public Works Department confirmed that there are no municipal services on the subject lot. It is unlikely that the proposed uses 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.</p>
<p><i>(ii) the adequacy of school facilities;</i></p>	<p>N/A</p>
<p><i>(iii) the adequacy of fire protection and other emergency services;</i></p>	<p>The local Fire Chief has stated that they have no concerns regarding fire protection. The Manager of Building and Fire Inspection Services had no concerns, with the exception of ensuring access for first responders. Access will be dealt with through communications between the developer and the DPW.</p>
<p><i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i></p>	<p>The Area Manager from the DPW commented that the access will need to be evaluated for stopping sight distance and the road network leading to Hingley Road would need to be strength tested. The developer has informed staff that they are working directly with DPW to address all concerns.</p>
<p><i>(v) the financial capacity of the Municipality to absorb any costs relating to the development.</i></p>	<p>There are no anticipated costs to the Municipality regarding this development.</p>
<p><i>(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;</i></p>	<p>Any on-site services must meet the requirements of the Nova Scotia Department of Environment and Climate Change.</p>
<p><i>(c) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i></p>	<p>Refer to comments regarding Policy 16.3.1 (a) (iv).</p>

<p><i>(d) the adequacy of the dimensions and shape of the lot for the intended use;</i></p>	<p>The Development Officer commented that they had no concerns regarding the adequacy of dimensions and shape of the subject lots.</p>
<p><i>(e) the pattern of development which the proposal might create;</i></p>	<p>The Development Officer commented that they had no concerns regarding the pattern of the proposed development. The proposed development is consistent with the intent of the Resource designation.</p>
<p><i>(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;</i></p>	<p>Matters regarding the suitability of the environment for the project area are dealt with through the Environmental Assessment Approval process. As the proposed development has received approval from the Minister of Environment and Climate Change, this criterion is considered met.</p>
<p><i>(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</i></p>	<p>All Municipal, Provincial, and Federal regulations will have to be met.</p>
<p><i>(h) any other matter required by relevant policies of this Strategy.</i></p>	<p>All relevant matters have been addressed in this report.</p>

Attachment B - Draft Development Agreement



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2023.

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 -

NATURAL FORCES LANDS GP LTD., a body corporate, in its capacity as General Partner for and on behalf of **NATURAL FORCES LANDS LIMITED PARTNERSHIP**, with a head office at 1801 Hollis Street, Suite 1205, Halifax, in the County of Halifax, Province of Nova Scotia,

(Hereinafter referred to as the “Developer”)

OF THE SECOND PART

- and -

ATLANTIC STAR FORESTRY LTD., a body corporate, with a head office at 10 Church Street, Truro, in the County of Colchester, Province of Nova Scotia,

(Hereinafter referred to as the “Owner”)

OF THE THIRD PART

WHEREAS the Developer has entered into certain Leases and Easements for a portion of the lands of the Owner (PID 45390960, 45406659, 45406667, 45406675, 45406683, 45406709, 45061926, 45406691, 45406717, 45390952, 45407921, 45391018, 45407913, 45060449, 45060548), hereinafter referred to as the "Property", which lands are more particularly described in Schedule 'A' attached hereto, for the purpose of building and operating a Wind Energy Facility comprising wind turbines, access roads, fencing, service buildings and transmission equipment;

AND WHEREAS the Developer and the Owner have requested that the Municipality enter into a development agreement to allow the development, construction, and operation of a Wind Farm on the Property (the "Development") pursuant to Policy 4.24.4 of 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], 2023, 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 Definitions

In this Agreement, all words or phrases used shall carry their customary meaning unless otherwise set out in the Land Use By-law, except those as defined as follows:

- (a) *Developer and/or Owner* means either the Developer or the Owner, according to the contractual and lease arrangements between the Developer and the Owner, except that in the event of failure by the Developer to discharge its responsibilities therein, the Owner shall be responsible to the Municipality to guarantee fulfillment of those responsibilities;
- (b) *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 February 13, 2023;

- (c) *Project Area* means all properties which are included as part of the overall Property;
- (d) *Turbine* means a wind energy conversion system whose parts include a foundation, tower, nacelle, rotor assembly and any components within, or attached thereto;
- (e) *Turbine Height* means a vertical distance measured from grade to the tip of the highest extended rotor blade;
- (f) *Wind Farm* (hereinafter sometimes referred to as the "Facility") means a facility containing all equipment and improvements necessary for the conversion and delivery of wind energy into electricity, 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.

1.2 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A – Notice of Sublease

Schedule B – Site Concept Plan

1.3 Municipal Planning Strategy, Land Use By-law and Subdivision By-law

- (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;

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

- (a) those uses permitted by the underlying zoning in the Land Use By-law; and
- (b) a Wind Farm including all associated equipment, facilities and improvements necessary for the conversion of wind energy into electricity and delivery thereof, to a maximum of twenty-four (24) turbines, not to exceed a total Facility nameplate capacity of one hundred and fifty (150) megawatts, together with all components associated with the Facility, and subject to maintaining the site requirements in Section 2.3 of this Agreement.

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.

2.2 Development Location and Design

- (a) The development location and design shall be consistent with the Site Plan shown on Schedule B.
- (b) The Development Officer may approve in writing changes to the location of the equipment or other aspects of the Site Plan provided that setbacks listed in Section 2.3, *Site Requirements*, of this Agreement are met. Changes to the Site Plan may also be approved in accordance terms and conditions of the *Environmental Assessment Approval*, provided that the setbacks listed in Section 2.3, *Site Requirements*, of this Agreement are met.
- (c) The Developer and/or Owner shall ensure that the wind turbine colouring will conform with Transport Canada regulations for aviation safety. Signage will only be permitted on the nacelle unit if related to the owner, operator, or manufacturer of the wind turbine.
- (d) No development may take place on the portion of the Project Area which is zoned Water Supply (W).

2.3 Site Requirements

- (a) There shall be no restriction on the height of the tower provided the property owner has received Aeronautical Clearance approval from Transport Canada.
- (b) The Developer and/or Owner shall ensure the proposed Development is built such that impacts of sound and shadow flicker are reasonably minimized and public safety is maintained and in particular that:

- (i) no turbine shall be built within one times the Turbine Height, measured from the closest edge of the base of the tower, to the boundary line of any land not included in the Project Area.
 - (ii) no turbine shall be built within 1000 meters, measured from the closest edge of the base of the tower of any dwelling, hotel, motel, or apartment hotel existing as of [MONTH, DAY], 2023; and
 - (iii) no turbine shall be built within 550 meters, measured from the closest edge of the base of the tower, to any woods camp existing as of [MONTH, DAY], 2023.
- (c) Accessory buildings are permitted in accordance with Section 5.1 of the West Hants Land Use By-law, *Accessory Buildings and Structures*.
 - (d) Nothing in this Agreement shall prevent the future reconstruction, repair or renovation of any accessory building on the Property 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

- (a) The Developer and/or Owner shall reasonably minimize the duration and volume of traffic to and from the proposed Development in the vicinity of the driveway providing access to Hingley Road and ensure that all required permits are received from Nova Scotia Department of Public Works and any other applicable traffic authority.

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. Signage on the nacelle unit shall be subject to Section 2.2 (c) of this Agreement.
- (b) The Developer and/or Owner shall ensure that any illumination not required by Transport Canada shall not project glare or direct illumination onto adjacent properties other than those within the project area.

2.6 Operation and Maintenance

- (a) The Developer and/or Owner shall ensure that the Facility is operated in accordance with 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 and/or Owner shall build, repair and maintain the Facility so that it is in good condition in accordance with good utility practice.
 - (c) The Developer and/or Owner 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 and/or Owner 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 and the Workplace Hazardous Materials Information System (WHMIS) Regulations.
- (b) Nothing in this Agreement shall exempt or be taken to exempt the Developer and/or Owner, 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 and/or Owner agree to observe and comply with all such laws and regulations in connection with the Development and use of the Property.
- (c) The Developer and/or Owner 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 and on the installation and operation of a fire detection and suppression system in the nacelle of each turbine.
- (d) The Developer and/or Owner 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.

2.8 Environmental Assessment Approval

The Developer and/or Owner 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.

2.9 Decommissioning

- (a) In the event that Notice of Intent to discharge this Agreement is given to the Developer and/or Owner in accordance with Section 3.5 of this Agreement, the Municipality shall require the Developer to decommission the Wind Energy Facility.
- (b) The Developer and/or Owner 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.

PART 3 CHANGES AND DISCHARGE

3.1 The Developer and/or Owner 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 matter is a substantive matter:

- (a) the uses permitted on the Property as listed in Section 2.1 of this Agreement, *Use*.

- 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 and/or Owner 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 and/or Owner, 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 and/or Owner, 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 and/or Owner shall immediately cease all electrical generation at the site and shall comply with any decommissioning requirements pursuant to Section 2.9 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 and Owner 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 forty-eight (48) 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 by resolution of Council in accordance with Section 229 of the *Municipal Government Act* 30 days after giving Notice of Intent to Discharge to the Developer and/or Owner. Upon the written request of the Developer and/or Owner, the Municipality, by

resolution of Council, 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 and/or Owner is bona fide delayed from commencing the development for reasons which are beyond the Developer and/or Owner's control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Developer and/or Owner is excused for the period of the delay and the time period for the Developer and/or Owner 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 and/or Owner shall provide record drawings to the Development Officer for any portion of the development for which an engineered design is required, within sixty (60) days of completion of any work which requires the engineered design.
- (b) The Developer and/or Owner 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 and Owner 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.

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 or to the Owner about the suitability of the Property for the development proposed by this agreement. The Developer and/or Owner 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, the Municipality may notify the Developer and/or Owner in writing. In the event that the Developer and/or Owner 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 land 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 the site. It is agreed that all reasonable expenses, whether arising out of the entry on the land or from the performance of the terms, are a first lien on the land that is the subject of the Development Agreement.

5.6 Costs

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

5.7 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 land which is the subject of this Agreement until such time as it is discharged by the Municipality in accordance with Section 229 of the *Municipal Government Act*.

5.8 Assignment of Agreement

The Developer and/or Owner may, 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 land bound by this Agreement.

5.9 Written Notice

- (a) The Municipality may serve notice on the Developer and/or Owner personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to 1801 Hollis Street, Suite 1205, Halifax, in the County of Halifax, Province of Nova Scotia.
- (b) The Developer and/or Owner 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 and/or Owner.

5.10 Full Agreement

This agreement constitutes the entire agreement and contract entered into by the Municipality and the Developer and/or Owner. No other agreement or representation, oral or written, shall be binding.

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

)

)

)

)

)

)

) **Natural Forces Lands GP Ltd. For and on behalf**

) **of Natural Forces Lands Limited Partnership**

)

)

)

) Per: _____

Witness

) Robert Apold, Director

)

) **Atlantic Star Forestry Ltd.**

)

)

)

) Per: _____

Witness

) Name & Title

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 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, **ROBERT APOLD**, one of the parties thereto, signed, sealed and delivered the same in 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, **NAME OF PROPERTY OWNER REP**, one of the parties thereto, signed, sealed and delivered the same in 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 Natural Forces Lands GP 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 _____, 20__ 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

ROBERT APOLD

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

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

6. I am _____ of Atlantic Star Forestry Ltd., the "Corporation". Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.

7. 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.

8. I verify that I have the authority to execute the foregoing instrument on behalf of the corporation and thereby bind the Corporation.

9. The Corporation is a resident of Canada under the Income Tax Act (Canada).

10. 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 _____, 20__ 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

REPRESENTATIVE OF OWNER

Schedule A
Notice of Sublease

NOTICE OF SUBLEASE

This Notice of Sublease is dated as of February 4, 2021 by and between **Wagner Forest NS Ltd.** (the “**Sub-Lessor**”) and **Natural Forces Lands GP Ltd.**, a body corporate, in its capacity as General Partner for and on behalf of **Natural Forces Lands Limited Partnership** (the “**Company**”).

WHEREAS, the parties hereto have entered into a Sublease dated as of February 4, 2021 (the “**Sublease**”) with respect to a Sub-leasehold interest burdening the Premises (as described below); and

WHEREAS, the parties hereto desire to provide notice to third parties of said Sublease by recording this Notice in the Registry of Deeds/Land Registration Office for the registration district in which the Premises are located.

NOW THEREFORE, in consideration of the sum of \$1.00 now paid by the Company to the Sub-Lessor, the premises, the mutual covenants outlined herein and in the Sublease, the payment of rent, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Demise, Description of Premises. The Sub-Lessor does hereby grant, demise, let, rent and Sublease unto the Company and the Company hereby Subleases and rents from the Sub-Lessor, a portion of the lands of the Sub-Lessor identified and described in **Exhibit A** attached hereto (the “**Premises**”), such Subleased portion being more particularly shown and described in **Exhibit B** hereto (the “**Subleased Premises**”).

Section 2: Term. The Sub-Lessor has Subleased the Subleased Premises to the Company, subject to all of the terms and conditions contained in the Sublease, for an initial term Development Term commencing at the Effective Date and continuing until the earlier of the Operations Term or three (3) years from the Effective Date unless extended (the “**Development Term**”). Provided the Company constructs a Wind Energy Facility on the Subleased Premises, the Sublease shall have an Operations Term for operating the Wind Energy Facility. This

Operations Term commences on the day the Wind Energy Facility (which shall include at least one operating wind turbine generator on the Subleased Premises) first produces and delivers electrical energy to the utility electrical network system or any other consumer or buyer (the “**Commercial Operation Date**”) and shall continue for a period of twenty (20) years from the Commercial Operation Date (the “**Operations Term**”). The Company has the right to renew and extend the initial Development Term for up to three (3) renewal period of one (1) year, subject to the renewal terms and conditions contained in the Sublease. The Development term shall automatically be extended upon the Start of Construction, as defined in the Sublease, and may be further extended thereafter for one (1) year terms until the start of the Operations Term, subject to additional terms and conditions contained in the Sublease. The company has the right to extend the Operations Term subject to the terms and conditions contained in the Sublease for the first option to renew for a term of ten (10) years (the “**First Extended Term**”) and a second option to renew for a term of ten (10) years (the “**Second Extension Term**”) (collectively the “**Extended Terms**”). All renewal rights and extensions referred to herein, are further subject to earlier termination by either party as provided in the Sublease.

Section 3: Rights. The Sublease outlines, *inter alia*, the rights and obligations of the Sub-Lessor and the Company with respect to the Subleased Premises, including, *inter alia*, rights of renewal, rights and obligations of successors and assigns of the parties, obligations respecting the payment of rent and rights of both parties hereto with respect to use.

Section 4: Assignment, Subletting. The Company may assign the Sublease or grant licenses or sub-Subleases relating to the Subleased Premises only as set forth in the Sublease.

Section 5: Successors and Assigns. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and permitted assigns of said parties.

Section 6: Addresses of Parties. The parties’ addresses as set forth as follows:

the Sub-Lessor:

Wagner Forest NS Ltd.

the Company:

Natural Forces Lands GP Ltd.

C/o Wagner Forest Management, Ltd.
150 Orford Road, P.O. Box 160
Lyme, New Hampshire 03768

1801 Hollis Street, Suite 1205
Halifax, Nova Scotia
B3J 3N4

Section 7: Purpose. This Notice of Sublease is intended only for the purpose of providing notice of the conveyance of the Subleasehold interest in the Subleased Premises to the Company according to the terms and conditions as more particularly outlined in the Sublease. Nothing herein amends, modifies, alters or suspends the Sublease. In the event of any inconsistency between this Notice of Sublease and the Sublease the Sublease prevails.

Section 8: Counterparts. This Notice of Sublease may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original counterpart. A copy of a signed counterpart may be delivered by fax, PDF email or other electronic means which shows a reproduction of the signature and such shall be considered complete delivery and shall be deemed to be a signed original.

IN WITNESS WHEREOF, the parties have executed this Notice of Sublease, as Amended as of the date first above written.

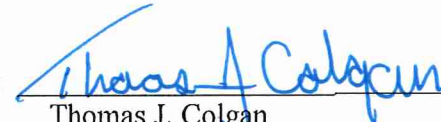
[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

the Sub-Lessor:

WAGNER FOREST NS LTD., a company
incorporated pursuant to the
laws of Nova Scotia



Witness

By: 

Thomas J. Colgan
Its President, Duly Authorized

Date: 2-4-2021, 2021

the Company:

NATURAL FORCES LANDS GP LTD., a body corporate, in its capacity as General Partner for and on behalf of **NATURAL FORCES LANDS LIMITED PARTNERSHIP**



Witness

By: 

Robert Apold
Its Director, Duly Authorized


Date: MARCH 9, 2021

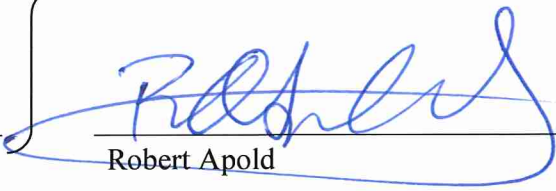
**AFFIDAVIT OF EXECUTION AND VERIFICATION
{PER S83(b) OF THE LAND REGISTRATION ACT}
{PER S31-34 OF THE REGISTRY ACT}**

I, Robert Apold, of Halifax, Halifax Regional Municipality, in the Province of Nova Scotia, make oath and say that:

1. **THAT** I am the Director of Natural Forces Lands GP Ltd., in its capacity as General Partner for and on behalf of Natural Forces Lands Limited Partnership (the “**Company**”), one of the parties to the foregoing instrument, and as such have personal knowledge of the matters herein deposed to.
2. **THAT** I hereby verify that I executed the foregoing instrument for and on behalf of the Company as such authorized signatory of the Company as specified in paragraph 1 above.
3. **THAT** I acknowledge pursuant to such authority I have executed the foregoing instrument on behalf of the Company and thereby bind the Company.
4. **THIS** acknowledgement is made for the purpose of registering the document pursuant to the relevant provisions of the *Land Registration Act*, 2001, c. 6, s. 1 or the *Registry Act*, R.S. 1989, c. 392, s. 1, as the case may be.

SWORN TO before me
at Halifax, in
the County of Halifax,
in the Province of Nova Scotia, this 9th
day of March, 2021.


A Barrister or Solicitor of the
Supreme Court of Nova Scotia.


Robert Apold

MICHAEL SIMMS
A Notary Public in and for the
Province of Nova Scotia

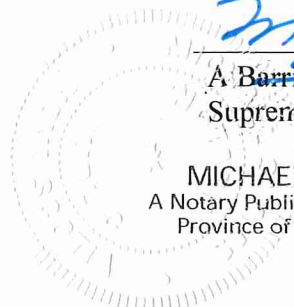


EXHIBIT A

PID 45390960

PID 45406659

PID 45406667

PID 45406675

PID 45406683

PID 45406709

PID 45061926

PID 45406691

PID 45406717

PID 45390952

PID 45407921

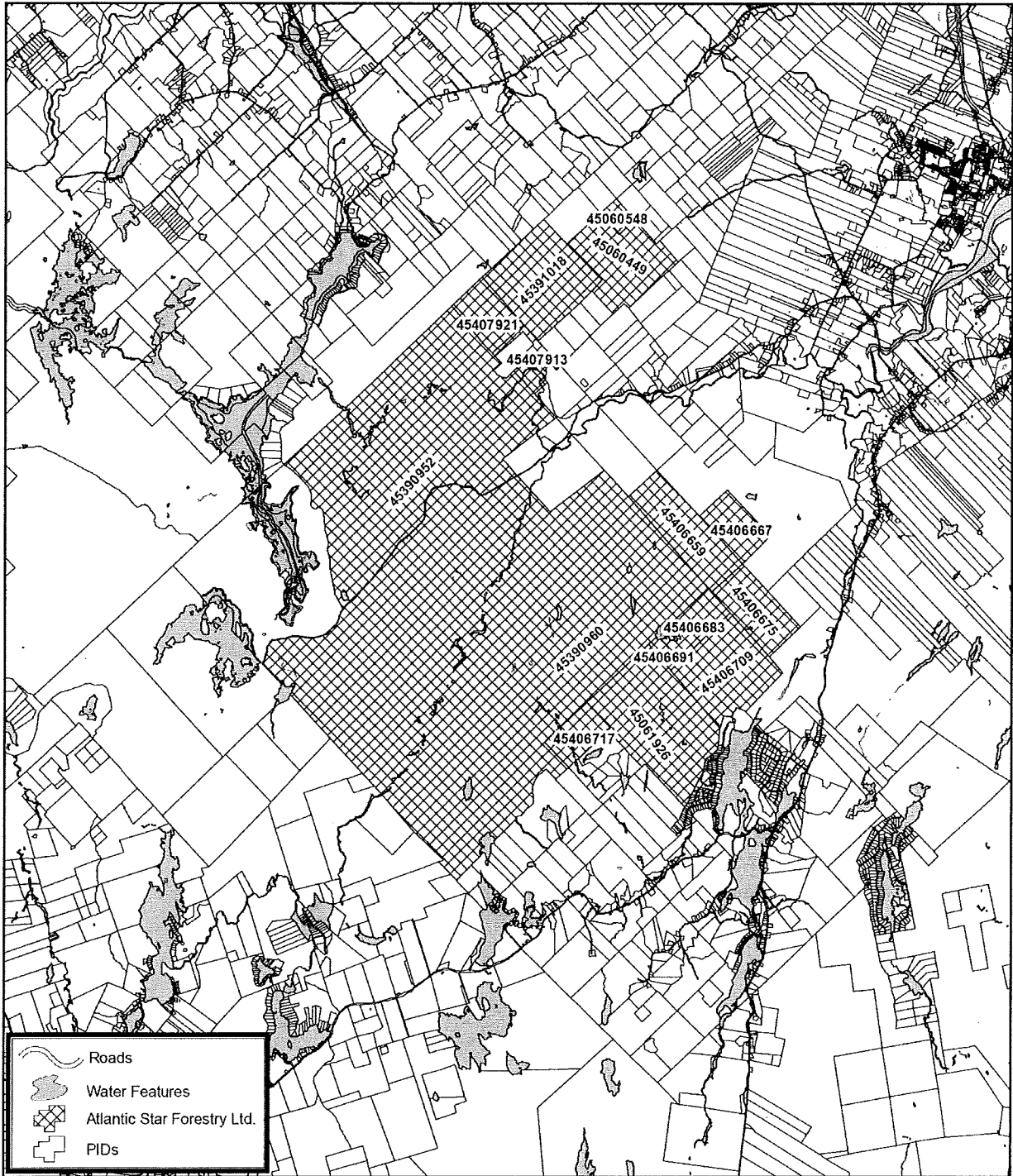
PID 45391018

PID 45407913

PID 45060449

PID 45060548

Exhibit "B"



Map Showing Lands Leased by Natural Forces
From
Wagner Forest NS Ltd,
Benjamin Mills, Hants County , Nova Scotia










October 22, 2020

Schedule B
Site Plan

Preliminary Site Plan



Legend

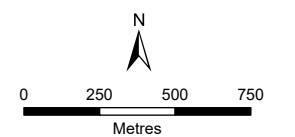
-  Current Road Access Point
-  Turbine Locations
-  Proposed Collector Lines
-  Proposed Access Road
-  Ben Mill - 28Tc 138 kV Interconnection
-  Substation
-  Laydown
-  Existing 138kV Line
-  Private Lands

Notes

1. Turbine markers are not to scale

Sources

- Basedata provided by the Province of Nova Scotia
- Basemap: ESRI World Topo Map

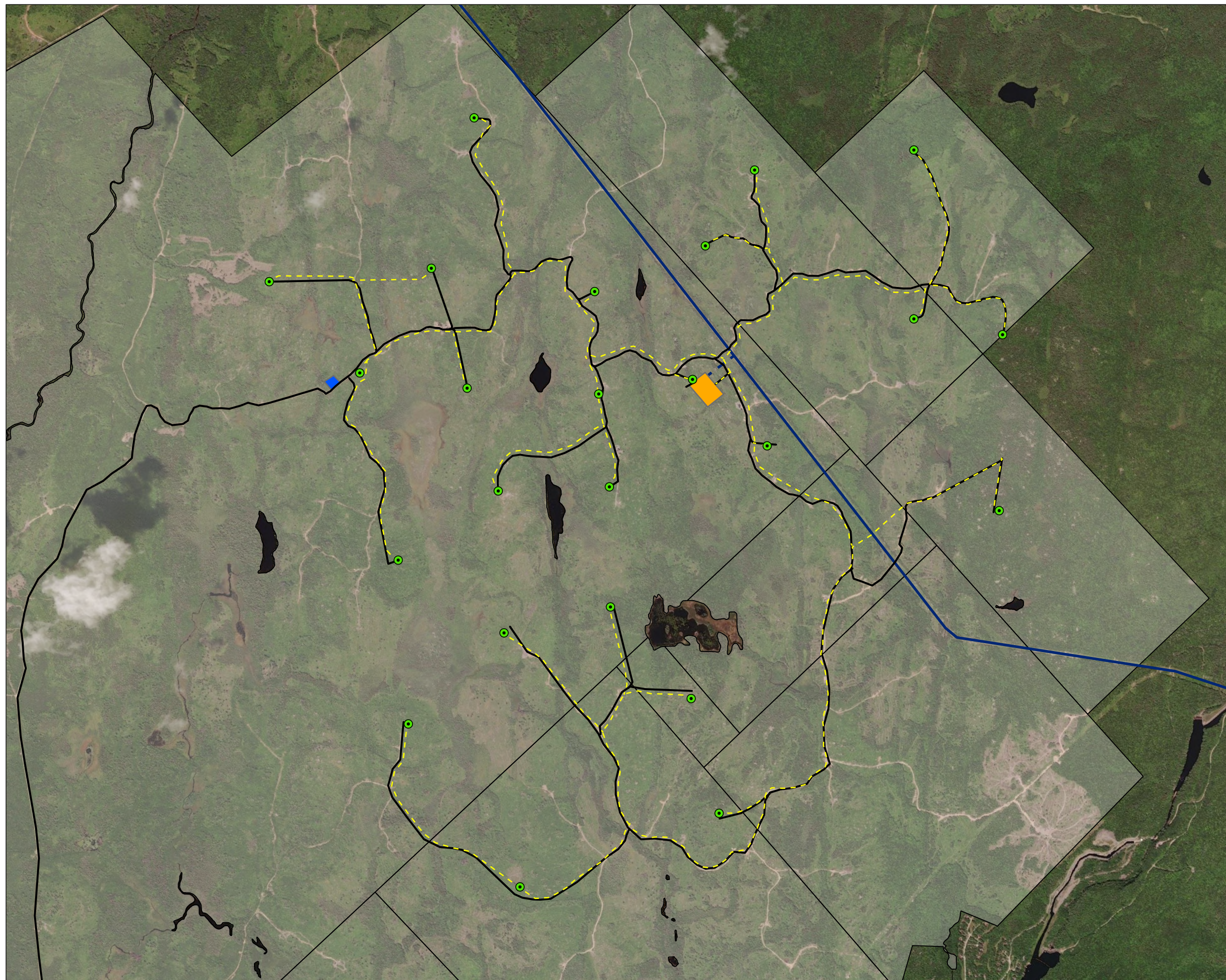


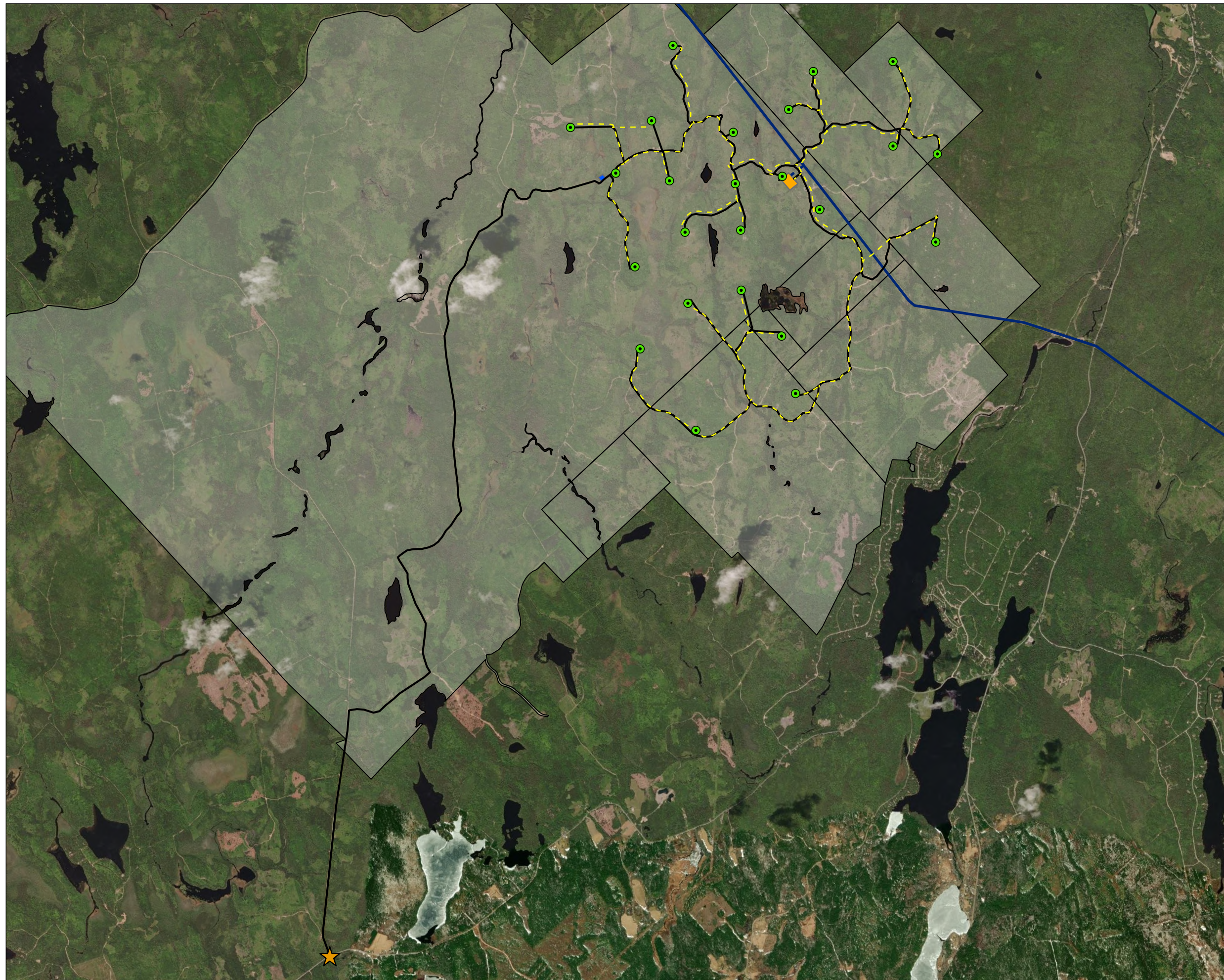
Scale: 1:25,000

Spatial Reference: NAD 1983 UTM Zone 20N










Page Size: 11" x 17"

Production Date: Mar 29, 2023





Legend

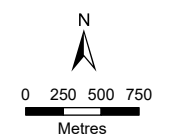
-  Current Road Access Point
-  Turbine Locations
-  Proposed Collector Lines
-  Proposed Access Road
-  Ben Mill - 28Tc 138 kV Interconnection
-  Substation
-  Laydown
-  Existing 138kV Line
-  Private Lands

Notes

1. Turbine markers are not to scale

Sources

- Basedata provided by the Province of Nova Scotia
- Basemap: ESRI World Topo Map



Scale: 1:50,000

Spatial Reference: NAD 1983 UTM Zone 20N

Page Size: 11" x 17"

Production Date: Mar 29, 2023



Attachment C - Environmental Assessment Approval – 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: 10700-40-58874
40100-30-317

February 13, 2023

Robert Apold
CEO, Natural Forces Developments Limited Partnership
1205-1801 Hollis Street
Halifax, NS B3J 3N4

Dear Robert Apold:

RE: Environmental Assessment – Natural Forces Developments Limited – Benjamins Mill Wind Project – Hants County, Nova Scotia

The environmental assessment of the proposed Benjamins Mill Wind Project in Hants County, Nova Scotia has been completed.

This 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. 348/2008, made under the Act. Following a review of the information provided by Natural Forces Developments 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.

If you have any questions regarding the approval of this project, please contact Helen MacPhail, Supervisor, Environmental Assessment Branch, at (902) 483-2696 or Helen.MacPhail@novascotia.ca.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tim Halman'.

Tim Halman, MLA
Minister of Environment and Climate Change

Encl.

c: Helen MacPhail, Supervisor, Environment and Climate Change

Environmental Assessment Approval

Approval Date: February 13, 2023

Benjamins Mill Wind Project

Natural Forces Developments LP

Hants County, 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
Western Region, Kentville Office
136 Exhibition Street, Kentville 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.

2 Scope

- 2.1 This Approval (the "Approval") relates to the Approval Holder(s) and their Registration Documentation, which includes the Amendments and all documentation submitted to the Department prior to the issuance of this approval for the Benjamins Mill Wind Project, situated at or near Windsor, West Hants Regional Municipality, 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 Registration Documentation, which includes all reference documents and supporting documentation.

3 General

- 3.1 The Approval Holder shall conduct the Project in accordance with the 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 an EA or amendment.
- 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 The Approval Holder shall immediately notify the Department of any incidents of non-compliance with this Approval in accordance with the Act and Regulations.
- 3.13 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.
- 3.14 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.
- 3.15 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.
- 3.16 The Approval Holder shall update any of the plans, programs or other documents required in this Approval to reflect the progressive development of the Project, and these documents shall be made available to the Department upon request. The Approval Holder shall make any changes that the Department deems necessary.

- 3.17 Based on the results of the monitoring required in this Approval or otherwise completed for the Project, or at any time as determined by the Department, the Approval Holder shall make necessary modifications to mitigation plans and/or changes to Project operations to prevent unacceptable environmental effects, as required by the Department.
- 3.18 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. The results shall clearly identify and summarize any exceedances.
- 3.19 Where a condition of this Approval requires the Approval Holder to consult a particular party or parties, the condition will be considered complete once the Approval Holder provides a written confirmation letter from the third party or parties that the consultation is complete.

If there is a conflict between the Approval Holder and a party or parties regarding the consultation, the Department will determine if suitable consultation has been completed and/or if further action is required.

4 Project Design and Operation

- 4.1 Prior to commencement of the Project, the Approval Holder shall submit updated sound modelling, shadow flicker assessment, and any other information requested for the final turbine selection/placement to the Department. The updated modelling must 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 (measured from the tip of the blade), or remove vegetation within 30 metres of a watercourse and/or a wetland unless otherwise authorized in writing by the Department.

- 5.2 The Approval Holder shall ensure that the following activities take place at a distance of a minimum of 30 metres from a watercourse or wetland in an area such that a release will not enter a surface watercourse or wetland:
- Fuel storage, refueling, and/or lubrication of equipment;
 - Washing of machinery or equipment; and
 - Storage of equipment, excavated material, and potential contaminants.
- 5.3 The Approval Holder shall submit additional information to the Department with the Wetland Alteration Approval Application under the Act, prior to any wetland impacts. The information shall be developed in consultation with the Department and include, but not be limited to, a monitoring plan, identification of wetlands of special significance, and evidence that wetlands have been avoided to the extent possible, impacts to wetlands of special significance have been avoided, and risks to indirect alteration of wetlands have been mitigated.
- 5.4 Prior to commencement, the Approval Holder shall submit a surface water management plan to the Department. This plan shall include discussion of local hydrology, identify potential effects from construction of roads or other Project components on local surface water drainage patterns, and identify avoidance or mitigation measures for the protection of wetlands and watercourses. This plan shall be developed by a qualified professional engineer, hydrogeologist or geoscientist licensed to practice in the Province of Nova Scotia.
- 5.5 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.
- 5.6 Prior to blasting, the Approval Holder shall submit a blasting plan to the Department. The plan shall include completed pre-blast surveys for structures within 800 m of the point of blast, including water quality analysis for water wells within the same area. A detailed blast monitoring plan and a blast damage response policy shall also be provided.
- 5.7 The Approval Holder, at their expense, shall replace any water supply which has been lost or damaged as a result of Project operations, as authorized and required by the Department.

- 5.8 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.

6 Wildlife and Wildlife Habitat

- 6.1 The Approval Holder shall provide the Wildlife Division, Department of Natural Resources and Renewables (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 of Species of Conservation Concern (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 within two months of collection. The data provided to NRR shall include, at minimum, the date of the field observances and habitat description.
- 6.2 Prior to commencement of the Project, the Approval Holder shall develop a Wildlife Management Plan in consultation with NRR and Environment and Climate Change Canada (ECCC).
- 6.3 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. The program shall be implemented from the time turbine(s) become operational. The monitoring program and associated reporting requirements shall be developed in consultation with NRR and ECCC.
- 6.4 Prior to the time turbine(s) become operational, the Approval Holder shall develop an Adaptive Management Plan for birds and bats in consultation with NRR and ECCC.
- 6.5 Prior to commencement of the Project, the Approval Holder must develop a monitoring program for Mainland Moose for not less than two years. The program shall be implemented from the time turbine(s) become operational. The monitoring program shall be developed in consultation with NRR and ECCC.

7 Air, Noise and Visual Impact

- 7.1 At the request of the Department, the Approval Holder shall develop and implement a plan to monitor air quality during construction of the Project. The plan shall include, but not be limited to, sampling locations, parameters, monitoring methods, protocols and frequency.
- 7.2 The Approval Holder shall ensure that air emissions at the property boundaries do not exceed Nova Scotia Ambient Air Quality Standards.
- 7.3 Prior to commencement of the Project, the Approval Holder shall submit updated sound modelling, shadow flicker assessment, and any other information requested for the final turbine selection/placement to the Department.
- 7.4 The Approval Holder shall ensure that noise levels at any receptor do not exceed 40 dBA. At the request of the Department, the Approval Holder shall develop and implement a plan to monitor noise levels under varying climatic conditions. The plan shall include, but not be limited to, sampling locations, parameters, monitoring methods, protocols and frequency.
- 7.5 The Approval Holder shall ensure that noise emissions at the property boundaries do not contribute to an exceedance of the maximum permissible sound levels limits specified in the Nova Scotia Environment and Labour "Guidelines for Environmental Noise Measurement and Assessment" dated 18, 2005, as amended from time to time.
- 7.6 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, but not be limited to, sampling locations, parameters, monitoring methods, protocols and frequency.
- 7.7 The Approval Holder shall ensure that shadow flicker at the property boundaries does not contribute to an exceedance of the maximum permissible shadow flicker limits of 30 minutes per day or 30 hours per year.

8 Archaeological and Cultural 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.

9 Public Engagement

9.1 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 The Approval Holder shall appoint a contact person designated to deal with complaints and shall provide the contact information to the Department.

9.3 Prior to commencement of the Project, 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 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 The Approval Holder shall complete the Mi'kmaq Ecological Knowledge Study (MEKS) for the Project, as described in the Registration Document. The study shall be made available to the Department and the Mi'kmaq of Nova Scotia upon request.

11 Contingency Plan

11.1 Prior to commencement of the Project, 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 kept on the Project site at all times when personnel are on site and be made available to the Department upon request.

12 Site Reclamation

12.1 The Approval Holder shall submit a decommissioning and site reclamation plan to the Department, two years prior to the end date of the Power Purchase Agreement.

12.2 Project operations shall be completed and reclaimed to the satisfaction of the Department and other appropriate regulatory departments.

12.3 The Approval Holder shall decommission wind turbines to restore habitat. 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 D – Public Information Meeting Notes

February 10 – March 3, 2022

File # 21-18

Benjamins Mill Wind Project Development Agreement

Meeting date and time	<p>A public information meeting was held on February 10th, 2022 at 6:00 p.m. However, the notice was not sent to all residents due to an error with the mail list.</p> <p>A follow-up public information meeting was held on February 23rd, 2022 beginning at 6:00 p.m. The meeting was broadcast live on the Municipal Facebook page.</p>
Attending	<p>In attendance for February 10th:</p> <p>One (1) Councillor:</p> <ul style="list-style-type: none">• Councillor Jim Ivey (Chair) <p>Four (4) members of staff:</p> <ul style="list-style-type: none">• Director LeMay• Planner Poirier• Planner Dunphy• Meeting Secretary Lake <p>Ten (10) members of the public were present for this meeting.</p> <p>In attendance for February 23rd:</p> <p>One (1) Councillor:</p> <ul style="list-style-type: none">• Councillor Ed Sherman (Chair) <p>Four (4) members of staff:</p> <ul style="list-style-type: none">• Director LeMay• Planner Poirier• Planner Dunphy <p>Eight (8) members of the public were present for this meeting.</p>
Applicant Natural Forces (Developer) Property PIDs 45390960, 45406659, 45406667, 45406675, 45406683, 45406709, 45061926, 45406691, 45406717, 45390952, 45407921, 45391018, 45407913, 45060449, and 45060548	<p>For both meetings:</p> <p>Planner Dunphy outlined the application to allow a proposed wind farm by development agreement.</p> <p>Meg Morris, one of the representatives of the developer, also gave a presentation on the specifics of the proposed wind farm.</p>
Comments	<p>Comments from the public could be submitted to Alex Dunphy by mail, e-mail and telephone between February 10 – March 3, 2022. Staff received seven (7) phone calls and twelve (12) emails were received. The email responses are attached. Four (4) phone calls</p>

were requesting attendance to the Public Information Meeting. Stephen Marsters called with concerns regarding property damage caused by road development and heavy vehicle use. Raff Franco called requesting that the wind farm maintains a 5 k.m. set back from any homes and to say that Natural Forces cannot guarantee that there would be no negative health effects from turbine installation. Alex Crocker called to request that mailouts be provided to the residents of Canyon Point, as the letter was only sent to the head office.

During the February 10th, 2022 meeting:

No members of the Public spoke during the Public Information Meeting.

During the February 23rd, 2022 meeting:

6 members of the public spoke at the Public Information Meeting. The following comments and questions were made at the public information Meeting. Staff and applicant responses are included in purple text.

- Ward Blatch asked about topographic mapping for the project, access, and project expansion. Meg Morris replied that the mapping will be published on their website, but the mapping can also be directly sent. Any discussion for recreational use of the property can be discussed with the developer, and reaching out is encouraged. Access to the property may require fencing for safety concerns as well as upgrading any roads required. There is also no intension to develop the rest of the lands included in the development agreement.
- Olga Leiva was concerned with the distance of the proposed development to their residence. Meg Morris replied that as part of the Environmental Assessment, there are studies which were undertaken to look into the sounds caused by construction and operation. The infrastructure is situated at least 1.5 kilometers from any residences. All provincial requirements will be met for the project. Olga was also concerned with the land value.
- Dave Mumford had concerns regarding the affects of blasting on wells. Meg Morris replied that the Environmental Assessment process takes construction practices into account. The project area is 1.5 kilometers away from the nearest residence and it is unlikely to impact wells due to construction.
- Angela Martell asked why the other side of the project area was not used. Meg Morris replied that as part of the process, factors including proximity to residences, proximity to the Nova Scotia Power grid, and wind resource availability. The project area is situated at a

	<p>higher elevation and is better suited for energy generation. Angela also commented that there are concerns with noise and the visual affect of the turbines. Angela then asked if there was consideration to using a 5 or 10 kilometer buffer distance for the turbines. Meg replied that a buffer of that size would entirely limit where wind turbines could be placed in Nova Scotia. The 1 kilometer standard buffer is used as the studies have shown that is the distance that sound tapers off.</p> <ul style="list-style-type: none"> • Catherine Newell commented that roads would need to be upgraded in order for machinery to be transported and that they have some concerns with the affects of turbine construction and operation on well water. Catherine also asked what receptors are in the context of project mapping. Meg Morris replied that receptors are residences. There are some uncertainties as the project moves through the development process and all feedback is appreciated. The existing road network is planned to be used as much as possible and will require upgrades. The 1 kilometer setback helps to mitigate effects from the construction and operation on residences. • Alex Crocker asked about the RFP size and when Natural Forces would have the final project design. Meg Morris replied that a power contract would need to be agreed upon as well as the required permitting. Public feedback is integrated into each one of these steps. Alex then asked about noise projections from a consultant. Meg replied that their model has been updated to be more realistic and there is active communication with a third party to confirm Natural Forces noise modeling. • Dave Mumford asked about using drone modeling for noise projections. Meg Morris replied that the photomontage from the point of view of Falls Lake is being created and that 3d modeling for the turbines is being worked on and will be published on the website.
Adjournment	<p>The February 10th, 2023 meeting was postponed at 6:22 p.m until February 23rd. The February 23rd, 2023 meeting was adjourned at 6:57 p.m.</p>

Public Email Responses Submitted for the Application PIM

February 7, 2022

From Jaclyn Blanchard

To Alex Dunphy

Hi Alex,

My husband Jon Blanchard and I own a property on pioneer drive that will be affected by this project. We would like to attend the meeting.

Thank you

Jon & Jaclyn Blanchard

February 8, 2022

From Alex Dunphy

To Jaclyn Blanchard

Hello,

I will add you to our invitation list for the February 10th Public Information Meeting. Please expect an invitation link within the next day or so.

Best,

Alex Dunphy

February 7, 2022

From Sherri Blanchard

To Alex Dunphy

Good Evening Alex

We would like to attend the virtual information meeting regarding the above Development at Benjamins Mill. We are building a cottage on adjoining property with our son & daughter in law
Jon & Jaclyn Blanchard

Thank you

Reuben & Sherri Blanchard

February 8, 2022

From Alex Dunphy

To Jaclyn Blanchard

Hello,

I will add you to our invitation list for the February 10th Public Information Meeting. Please expect an invitation link within the next day or so.

Best,

Alex Dunphy

February 7, 2022

From Greg Rourke-Deal

To Alex Dunphy

I most certainly would like to attend the virtual meeting scheduled for February 8th on the proposed wind turbine for Benjamin Mills area.

Greg Rourke-Deal

February 8, 2022

From Alex Dunphy

To Greg Rourke-Deal

Hello,

I will add you to our invitation list for the February 10th Public Information Meeting. Please expect an invitation link within the next day or so.

Best,

Alex Dunphy

February 8, 2022

From Roger Allen

To Alex Dunphy

Like to attend the zoom meeting February 10, 6pm for the Benjamins Mill project

Thanks

February 8, 2022

From Alex Dunphy

To Roger Allen

Hello,

I will add you to our invitation list for the February 10th Public Information Meeting. Please expect an invitation link within the next day or so.

Best,

Alex Dunphy

February 9, 2022

From Marilyn Macumber

To Alex Dunphy

Plensed be advised that we, Dennis and Marilyn Macumber, would like to join the a/m meeting.

Please send link to: [EMAIL REMOVED]

Thank you!

February 8, 2022

From Alex Dunphy

To Roger Allen

Hello,

I will add you to our invitation list for the February 10th Public Information Meeting. Please expect an invitation link within the next day or so.

Best,

Alex Dunphy

February 9, 2022

From Sheldon Knox

To Alex Dunphy

Good morning,

I just received a letter inviting me to participate in an online meeting. I would like to confirm my attendance.

Thanks

Sheldon Knox

February 9, 2022

From Alex Dunphy

To Vanessa Lake

Hi Vanessa,

I just received another request to attend the PAC/HAC. Could you also send an invite to the individual below?

Thanks,

Alex

February 9, 2022

From Vanessa Lake

To Alex Dunphy

Hi, sure thing! Invite sent!

February 15, 2022

From Pam Patterson

To Alex Dunphy

Falmouth Trucking. We didn't receive notification of the meeting until Feb 11. Will there be another meeting scheduled? Could you please forward a clearer map. Thank you. Pam Patterson.

February 16, 2022

From Alex Dunphy

To Pam Patterson

Hello Pam,

Another meeting has been scheduled for February 23rd, 2022 at 6 pm. Would you like to receive an invitation to the zoom meeting?

As for your request regarding the map, please see the attached.

Best,

Alex Dunphy

February 23, 2022

From Pam Patterson

To Alex Dunphy

We cannot Zoom from our computer. We don't have the necessary internet connection because we are outside the high speed area. We will watch on facebook. Two questions. Why are they designating so much space if there is only going to be 24 windmills? There is a designated protected area for moose. What are the plans for that? Thank you. Pam.

February 23, 2022

From Alex Dunphy

To Pam Patterson

Hi Pam,

I think that the applicant may be better suited to answer your questions in this case. I have CC'd the contact for Natural Forces to provide a follow-up.

Meg, would you mind responding to the previous questions in the email chain?

Much appreciated,

Alex Dunphy

February 23, 2022

From Meg Morris (Natural Forces)

To Pam Patterson

Hi Pam,

These are great questions – thank you for reaching out. I will list my answers here for clarity:

- 1) “Why are they designating so much space if there is only going to be 24 windmills?”
 - a. We have been working with this landowner for some time now and secured all of the land shown to cover a couple possible project locations. Since then, we have carried out various studies, including collecting wind data on site, which demonstrates that the area where we have proposed this Project is the best location. So, while we have all those lands signed up, we are only proposing to develop the area indicated.
- 2) “There is a designated protected area for moose. What are the plans for that?”
 - a. There is some core mainland moose habitat to the southwest of the site, but this does not overlap the area where we are proposing the development. Further, the area we are proposing to develop has been used for forestry activities and has an extensive network of existing access roads/trails and much of it has been cleared in the recent past. Because of this, it is a disturbed site and doesn’t represent suitable habitat for moose. While we did not carry out targeted moose surveys, our consultants do report incidental sightings when they are out in the field. There were no reportings of moose on the site during our other surveys.

If you have any other questions, please don’t hesitate to reach out to me. I am happy to hear you’ll be watching on Facebook tonight – I hope we will provide the information you need.

Additionally, would you like to be added to our stakeholder list to receive occasional updates on the Benjamins Mill Wind Project?

Thank you,

Meg

February 19, 2022

From Mark Bosma (HCCC#1 Secretary)

To Alex Dunphy

Dear Mr. Dunphy (Alex),

I'm writing on behalf of HCCC#1 re the Benjamin Mills Project (you have been in touch with our treasurer, Alex Crocker, who provided me with your contact info). I understand that there is to

be an information meeting on February 23rd for property owners to attend - would you be able to provide the information for the meeting, including link, so that I can circulate to our owners? I am aware that information was sent by mail, but many of our owners are away for the season and may not have received this information.

Sincerely,

Mark Bosma

HCCC#1 Secretary

February 22, 2022

From Alex Dunphy

To Mark Bosma (HCCC#1 Secretary)

Hello Mark,

Thank you for reaching out. The meeting is regarding a potential development agreement for a 23-turbine wind project in Benjamins Mill.

A Follow-up Public Information Meeting is taking place tomorrow, February 23rd at 6:00 pm. The invite links have been sent out to all those that have requested them. Please find the link below to be sent out.

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join.

[LINK REMOVED]

Passcode: [PASSCODE REMOVED]

Description: A second PIM for Benjamins Mill Wind Farm.

Best,

Alex Dunphy

March 3, 2022

From Mark Bosma (HCCC#1 Secretary)

To Alex Dunphy

[ATTACHMENT - Letter re Benjamin Mills development from HCCC#1 attached below]

Dear Mr. Dunphy (Alex),

Thanks again for your earlier correspondence regarding the Benjamin Mills wind turbine project. Our board met last week, and wanted to raise a specific issue/question about the planned project, and wanted to submit prior to the deadline of March 3rd. Please see the attached correspondence regarding our concerns about the project and the effect it may have on our community. Any information/response you can provide is much appreciated.

Sincerely,

Mark Bosma

HCCC#1 Secretary

March 3, 2022

From Alex Dunphy

To Mark Bosma (HCCC#1 Secretary)

Hello Mr. Bosma,

Thank you for your submission. I will ensure that it is included in our documents for further consideration by the Planning and Advisory Committee as well as Council. I will also coordinate with the applicant (Natural Forces) to provide an answer to your concerns regarding your community infrastructure.

Best,

Alex Dunphy

March 13, 2022

From Mark Bosma (HCCC#1 Secretary)

To Alex Dunphy

Hi Alex,

Apologies for the delay in responding, and thanks for your quick response. Any information that can be provided regarding the project and potential effects on our infrastructure is greatly appreciated.

Sincerely,

Mark

HCCC#1 Secretary

March 15, 2022

From Meg Morris (Natural Forces)

To Mark Bosma (HCCC#1 Secretary)

Hi Mark,

Thank you for copying us on this correspondence with Alex. It is important that we hear from community members and stakeholders like yourself and your board so that we can take the comments and concerns into consideration in our project design, which is not finalized. We have read your letter and want to assure you that we will do our due diligence, including any necessary studies, prior to any intrusive construction activities to ensure no damage is done to water wells in the area.

As always, please don't hesitate to reach out to us if there are any items you'd like to further discuss.

Thank you,

Meg

February 24, 2022

From Don Andrea

To Alex Dunphy

Hello Alex,

Last evening I had the opportunity to attend the virtual meeting held to discuss the proposed wind turbine project.

As an owner at the canyon point resort, I/we (family) appose this development.

10 years ago we decided to invest and build our dream cottage in this tranquil area of West Hants.

I deeply feel this project will not only disrupt the peaceful existence of my fellow residences and my family, but will be a disruption post completion.

I know first hand of the sounds and vibrations that these wind turbines omit.

The sounds and vibrations can and will cause mental stress and anxiety to all those in the surrounding areas.

People chose to move within this community and pay their property taxes to enjoy peaceful living uninhibited by such an enormous undertaking. Our property values will definitely decrease with this project so very close to our beautiful and peaceful community and surrounding areas.

It is our hope that this project will not be permitted to move ahead.

After a long two years of mandates and now we are starting to lift restrictions I/we feel this project is just too much to handle.

Mental Health and stability of all people in this area is paramount above all else.

Sincerely

Don J. Andrea

February 24, 2022

From Alex Dunphy

To Don Andrea

Hello Don,

Thank you for providing comments regarding this Development Agreement. The comments will be passed along to the Planning and Heritage Advisory Committee and Council for consideration.

Best,

Alex Dunphy

February 25, 2022

From Alex Crocker

To Alex Dunphy

Good afternoon, Alex.

Re: Benjamins Mill Wind Project -Proposed Development Agreement

Unfortunately, I am unable to support the project at this time. Here are some of the questions and concerns that have been posed at information meetings, to which the answers are still unclear:

-Mapping of physical sight, sounds, (such as turbine noise), and navigation lighting based on actual proposed windmill locations considering actual terrain/elevation, trees and sound refraction off of nearby watercoursesvalidated by a 3rd party consultant

-Unknown project size and scope. The RFP has not yet awarded identifying the maximum project size in terms of megawatts, directly attributing to an undetermined number of windmills and project footprint.

-Unknown requirement for blasting to make site assess or for construction of footings for windmill bases. With that comes an untold impact on water wells and existing structures.

-I understand the requirement for permanent site fencing surrounding all windmill sites and infrastructure for safety reasons. However, do we have any assurance that access for recreating will be maintained? This area gives access to pristine freshwater rivers, streams and lakes. As well as plentiful fishing and hunting.

-Has the impact on property valuations been studied? If our community is viewed as less desirous to live in based on unknown aesthetic, noise and lighting from windmill installation will property assessments be devalued?

-The proposal process to me seems rushed. If there were responses supplied prior to question deadline, perhaps I could support this undertaking with some assurances that the proponent has addressed the above noted concerns. Can the question deadline be extended until after the proponent finalizes project size and scope?

Thank you for considering the above questions.

Alex Crocker

March 1, 2022

From Alex Dunphy

To Alex Crocker

Hello Alex,

Thank you for your comments, I will ensure that they are added to our documents for consideration of the Planning and Heritage Advisory Committee as well as Council. Some of

these questions will need to be answered by the applicant (Natural Forces), but I will provide you with as much information as I can.

We are aware of the changing nature of the application. Once finalized, developments being permitted by development agreement must be generally consistent with the plans set out in the document. A development officer is able to permit minor changes so long as all other requirements of the development agreement are met.

Development of the site with respect to blasting will be required to meet the environmental requirements as set by the Provincial Government.

Access to the site is a matter which between the owner of the property and neighbouring residents. Unless there is an existing agreement providing permission to access the lands, I would recommend that you speak with the owner of the leased lands for further clarification.

The policy criteria used to determine if this development is eligible for a development agreement does not include property valuation. For further information on property valuations, the Property Valuation Services Corporation (PVSC) should be contacted.

For inquiries about project timeline, I would also recommend contacting the applicant, Natural Forces.

Best,

Alex Dunphy

February 27, 2022

From Grant Sullivan

To Alex Dunphy

Hi Alex (and Meg),

Thank you for the discussion this past week as it clarified some things for us as new owners in the Canyon Point resort area. Per your (and Meg's offer) the following summarizes the concerns and perspectives we have as affected parties of this proposed project.

First, there seem to be restrictions on where these farms can be placed, given your introduction. While Canyon Point does not appear to be zoned as one of the areas to avoid, it clearly has strong similarities, most notably the density of population, lot sizes, property values and associated municipal tax rates. Given our community has a development agreement entered into by the municipality that explicitly forbids noisy machinery, I believe it is critical that this be considered when entering into new adjacent agreements.

Second, and perhaps related, it looks like the proposed wind farm has the vast majority of wind turbines planned to be over 4 km from this densely populated area with only one or two that are closer. I believe the community should and will have the right to shut down any turbine that turns out to impede the quiet enjoyment of our land given the alternatives that clearly were and are available. It seems prudent to design the locations of the wind farm to avoid the most proximate planned locations if at all possible. Said another way, in achieving the wind load/power requirements of the farm, the project must avoid proximity to densely populated areas in forming the final design, especially where other options (while potentially less economically efficient) are available.

The reason we voice this concern is we travelled to the canoe lake wind farm location this past week where we positioned ourselves exactly 1 km from the nearest wind turbine. Afterward, we turned down the perpendicular highway, stopping after another kilometer. We found both locations to have very high level of noise similar to an aircraft overhead at all times. The first location at 1km was totally unacceptable and at 2km we still found it noisy although it is unclear if there was noise from other turbines at play as the highway goes orthogonal to the original road location. Either way, based on this experiment, it appears inaccurate to say that the turbine noise is low to unnoticeable at either distance.

Any further information you have on sound and/or visual/topographical models is of interest. I would also be interested in the setback numbers (especially to densely populated areas) being identified on the proposed turbine locations.

I look forward to remaining a fan of green energy as I see it implemented responsibly in our province. Thanks for considering this perspective.

Grant Sullivan

Owner, Canyon Point

March 3, 2022

From Alex Dunphy

To Grant Sullivan

Hello Grant,

Thank you for your comments. They will be added to our documents for further consideration by the Planning and Heritage Advisory Committee as well as Council.

Additionally, could you provide me the development agreement mentioned which forbids noisy machinery?

Best,

Alex Dunphy

March 6, 2022

From Grant Sullivan

To Alex Dunphy

Hi Alex,

In the paperwork for Canyon Point there is a summary of Land Use Bylaws, development agreement requirements, and various other inputs I imagine. Number one on the list of requirements is to ensure that nothing impedes the quiet enjoyment of the land by other residents. To me it is common sense but also codified there. I hope this helps,

Grant

March 15, 2022

From Grant Sullivan

To Alex Dunphy

Hi Grant,

Thank you for copying me on this email to Alex. It is important that we hear from community members like yourself so we can take all comments and concerns into consideration in our project design, which is not finalized.

We are finalizing the elevation map, so I will get that to you soon. Otherwise, if there are any items you'd like to further discuss with us, please don't hesitate to reach out.

Many thanks,

Meg

February 27, 2022

From Olga Leiva

To Meg Morris

Hello Ms. Morris,

My name is Olga Leiva. I live at [ADDRESS REMOVED], in Canyon Point Resort Community. I participated in the "Virtual Public Information Meeting" on February 23rd, 2022.

As you requested, I'll like to put in writing some basics from my comments on the proposed development agreement that would allow a 24-unit wind turbine project in Benjamin Mill. Taking into considerations the followings facts:

1- I suffer from Tinnitus, one of the main reasons that I recently decided to place my home in this quiet environment. No warning about turbines.

2- This residential area is not polluted by noises. Noises generated in a quiet environment become more intense for humans.

3- It is a fact, worldwide, the weather is changing fast. Turbine technology is improving at the same speed and very often there is news about fire because of a storm or some blade/s falling because of the winds, even, a few days ago, in Europe, because of a heavy storm the whole structure fell. Where is the safety for nearby houses with family in it?

4- Being moving or stopped, the large surface of the blades make possible as much is the wind as much is the noise generated. As much is silent in the environment, say at nights, more disturbance to the necessary sleepy time. The exposure to these machines by time, day by day can create clinical disorders.

5- I do not know the figure but if I ask in the Social Media, for sure, an important figure of potential buyers searching for a house as mine will decline if there are turbines close by. This will seriously depreciate the value of my property at the moment I decide to sell it. I moved to my brand new home in Canyon Point a year ago. It is a custom made cottage where I live permanently. I wonder if Benjamin Mills will cover my losses if that is the case on the price I decide according to the housing market at the time.

Also, I would like to quote the following:

"During the past few years there have been case reports of adverse effects. In 2006 Académie Nationale de Médecine Working Group Report notes that noise is the most frequent complaint. The noise is described as piercing, preoccupying, and continually surprising, as it is irregular in intensity. The noise includes grating and incongruous sounds that distract the attention or disturb rest. The spontaneous recurrence of these noises disturbs the sleep, suddenly awakening the subject when the wind rises and preventing the subject from going back to sleep. Wind turbines have been blamed for other problems experienced by people living nearby. These are less precise and less well described, and consist of subjective (headaches, fatigue, temporary feelings of dizziness, nausea) and sometimes objective (vomiting, insomnia, palpitations)"

"When assessing the adverse effects of IWTs it is important to consider what constitutes human health. The World Health Organization (WHO) defines health as "a state of complete physical, mental and social well-being and not merely the absence of disease or infirmity."21

I have found more than enough material related to WTs and most of that is in detriment of this Aeolic parks installation as well as families presenting their terrible experience living even farther, than 500 feet.

Finally, I really want the Benjamin Mill Project to consider my comments; I could be one of the closest residents to this, in my opinion, very unfortunate project to the tranquility of this peaceful community. As one of my neighbors mentioned during the meeting it will be very thoughtful if you move the whole project more to the north and avoid all our worries.

Thank you,

Olga Leiva Padilla

March 15, 2022

From Meg Morris

To Olga Leiva

Hi Olga,

Thank you for providing these comments, it is really important that we hear from community members like yourself. We are aware that the residents living in Canyon Point and near Falls Lake are concerned about noise from the proposed turbines and we are taking this into consideration for the design of the project, which has not been finalized. Because of the comments we have received, we are also taking additional steps to verify the results of our noise studies with a third party validation to ensure the results are accurate.

There is a body of peer reviewed research on property value and health impacts from wind projects like what we are proposing. I am happy to share some of this information, would you like me to send some resources along?

Again, I want to thank you for taking the time to attend the public information meeting and to follow up with your comments.

We are always available to discuss concerns, so if you would like to have a call sometime, please let me know.

Thank you,

Meg

March 3, 2022

From Norman Newell

To Alex Dunphy

[ATTACHMENT – Benjamins Mill2 attached below]

Alex,

Please find attached our comments regarding the proposed Bejamins Mill Wind Project.

Thanks,

Norman and Catherine Newell

March 3, 2022

From Alex Dunphy

To Norman Newell

Hello Mr. and Mrs. Newell,

Thank you for your input regarding this project. I will ensure that it is included in our documents to be further considered by the Planning and Heritage Advisory Committee as well as Council.

Best,

Alex Dunphy

[ATTACHMENTS LISTED IN ORDER]



March 3rd, 2022

Alexander Dunphy
Planner
West Hants Regional Municipality
PO Box 3000, 76 Morison Drive
Windsor, NS B0N 2T0
ADunphy@westhants.ca

Dear Mr. Dunphy,

As you are aware, there is a planned wind turbine development (Benjamin Mills Project) for West Hants. As the board representing Hants County Condominium #1 (HCCC#1, also known as Canyon Point), we are aware the development would be very close to our community based on the initial planning documents. The board is not necessarily opposed to the project, but we do have concerns about potential effects on our community infrastructure. We are a 59-unit community that relies on 14 drilled wells for water supply. Assuming that significant blasting will be required for installation of the turbines and associated infrastructure, we are concerned of the effect this may have on our water supply. Specifically, will the blasting have any effect on the local aquifer, and on the functioning of our wells.

It would be appreciated if the development office or Natural Forces could comment on this issue, recognizing that any damage to our water supply would have a significant negative impact on our community.

Sincerely,
HCCC#1 Board of Directors

Cc: Amy Pellerin
Natural Forces
apellerin@naturalforces.ca

We are writing in response to the proposed Benjamins Mill Wind Project that Natural Forces is seeking approval for.

Our community of Canyon Point is comprised of 52 homeowners of whom half are full time residents. With assessed values up to over 400K, we are hardly the hunting camps or cottages that Natural Forces refers to.

In reviewing the EA and its' attachments it is evident that the information is incomplete and inconclusive. Many reports are based on "desktop studies" which don't reflect actual conditions. Natural Forces refers to the proposed site as "disturbed and fragmented" due to wood clearing activities however it will continue to regenerate and does provide home to an abundance of wildlife including deer, raccoons, bears, fishers and coyotes.

There are too many variables in the EA including the number and model of the proposed wind turbines, therefore the environmental effects such as wind turbine noise, shadow flickering and flashing lights cannot be determined at this time. Delivery routes and the construction of new roads and upgrades to existing roads have not been finalized; therefore the future of 32 hectares of wetlands within the proposed area remains to be determined.

Our pristine lake is home to a variety of fish, turtles, beaver, loons and ducks. Geese, hawks, eagles and owls as well as the monarch butterfly, identified as an endangered species, frequent the area.

The residents of Canyon Point rely on a system of drilled wells that are maintained by our Condo Corp. The EA states that studies are not complete on ground water. Uranium is of concern to us as well as vibration from construction and subsequent turbine operation. This can result in impurities in our groundwater resources as appears to be the case in North Kent at this time.

This document is being submitted for your consideration. We are not opposed to "green energy " however we strongly feel that it shouldn't be at the expense of rural communities.

For the reasons cited above, we are unable to support the proposed Benjamins Mill wind energy project

Respectfully submitted,

Norman and Catherine Newell