

TO: Mayor and Council

FROM: Glen Boone, Director of Development and Planning

DATE: January 26, 2024

SUBJECT: Second Reading of Development Agreement Multiple PIDs – Elemental Energy - Higgins Mountain

ORIGIN: On June 13, 2023, planning staff received a development agreement application for the Higgins Mountain Wind Farm Project from Elemental Energy on behalf of Higgins Mountain Wind Farm LP regarding the properties at Higgins Mountain Road, Higgins Mountain - PIDs 25267428, 25267410, 25360041, 25088725, 25088733 (the “subject properties”). The subject properties are located in the communities of Higgins Mountain, Sutherland Lake, and Wentworth.

LEGISLATIVE AUTHORITY: MGA PART VIII PLANNING AND DEVELOPMENT

MGA Section 205: Requirements for Adoption of Planning Documents

Municipal Planning Strategy Policy 4-56A:

Council shall consider entering into a development agreement to permit proposals for medium- and large-scale wind turbines in the Agriculture Zone, Rural Resource Zone, Mixed-use Zone, General Commercial Zone, Urban Industrial Zone, Rural Industrial Zone, and Country Commercial Zone subject to the following requirements:

- a) the proposal shall not be located within areas subject to the Wind Turbine Restricted Overlay of the Land Use By-law;*
- b) the proponent shall host a minimum of three public meetings, each advertised at least 14 days in advance through a newspaper circulating in the municipality, and submit to the Municipality meeting notes containing a description of questions and issues raised and corresponded answers and mitigative measures;*
- c) the proponent shall satisfy Council that the proposal includes tangible public benefits, demonstration of which may include, but is not limited to, a public benefit fund established with proceeds from the project, a pooled lease mechanism, the use of local suppliers, and equity investments from residents of the Municipality and community in which the project is located;*
- d) any medium-scale wind turbines shall have a separation distance of at least 200 metres or 2 times their height, whichever is larger, from habitable buildings external to the wind project, and 2 times their height from wind turbines (excepting domestic-scale) external to the wind project;*
- e) any large-scale wind turbines shall have a separation distance of at least 1,000 metres or 3.5 times their height, whichever is larger, from habitable buildings*

- external to the wind project, and 4 times their height from wind turbines (excepting domestic-scale) external to the wind project;*
- f) the wind turbines shall be set back a minimum of 85 metres from natural gas pipeline rights-of-way;*
 - g) the wind turbines shall be set back a minimum of 1.25 times their height from habitable buildings internal to the wind project, property lines external to the wind project, and street and railway rights-of-way;*
 - h) the proposal shall meet the policies for development agreements outlined in Section 6.3.*

Municipal Planning Strategy Policy 4-56B:

Development agreements for medium- and large-scale wind turbines, as provided for in Policy 4-56A, shall, in addition to the provisions required for all development agreements outlined in Section 6.3, include:

- a) provisions related to the ongoing operation and maintenance of the development, including, at a minimum:
 - (i) requiring the proponent to notify Council if a turbine has malfunctioned or ceases to produce power for a period exceeding six continuous months;*
 - (ii) requiring the proponent to repair or to notify Council of their intent to decommission any non-functional turbine within 18 months of providing notice under subsection i;*
 - (iii) establishing a process for receiving and responding to public complaints related to the operation and maintenance of the development;*
 - (iv) requiring the proponent to ensure that all turbines operate within the noise and shadow flicker requirements established by the Provincial Environmental Assessment process.*
 - (v) requiring the proponent to submit to Council a report outlining compliance with the terms of the development agreement within 24 months of commissioning the last turbine in the development; and**
- b) a requirement for the posting of a decommissioning bond or other similar surety of an amount not less than 125% of the estimated present-day cost to decommission the development minus any estimated present-day scrap value of the turbines. Such estimate shall be prepared by a Professional Engineer, licensed to practice in Nova Scotia at the expense of the proponent.*

A full analysis of the above policies is provided in Appendix B.



CUMBERLAND COUNCIL

RFD

Date: January 31, 2024

RECOMMENDATION: THAT Council approve second reading of the Higgins Mountain Energy Wind Project Development Agreement for PIDs 25267428, 25267410, 25360041, 25088725, and 25088733.

BACKGROUND: The subject properties constitute approximately 9,074 acres and are accessed from Higgins Mountain Road, with the project area extending south to the Colchester municipal boundary (Appendix A). The application is to enter into a development agreement to facilitate a wind turbine project consisting of up to 12 large scale wind turbines and supporting infrastructure. The development site consists of 5 separate parcels, all of which have lease agreements with Higgins Mountain Wind Farm LP. The adjacent properties exhibit a range of Rural Resource (Rsrc) zone uses as well as Residential Recreation (RRec) uses at Sutherland Lake in the west and along Highway 4 in the east. The project extends into Colchester County with an additional 5 wind turbines which are regulated by the Municipality of Colchester.

DISCUSSION: The subject properties are designated as Resource on Schedule A of the Municipal Planning Strategy (MPS) and zoned Rural Resource (Rsrc) Zone in the Land Use Bylaw. MPS Policy 4-56A allows for the consideration of large-scale wind turbines located in the Rural Resource Zone by development agreement. In addition to the general requirements for development agreements found in Section 3 of the Municipal Planning Strategy, MPS Policy 4-56B provides mandatory provisions for large scale wind turbines to be included in the development agreement. The application was received from Elemental Energy on June 12, 2023, and along with additional information requested by staff, is considered a complete application.

Of note, Policy 4-56A(b) requires that three public meetings be “each advertised at least 14 days in advance through a newspaper circulating in the municipality”. This requirement was not met for two of the three meetings held in June 2023. The applicant notes that all landowners within 2 kilometers of the project boundary were mailed invitations to these events. The applicant also has a relationship with area landowners dating back to 2007. Appendix C provides an overview of the proponent’s most recent public engagement efforts.

The project’s Community Liaison Committee (CLC) was formed in 2019. The purpose of the CLC is to act as an advisory body to the project proponent by providing input on existing or potential concerns of the community with respect to the project plan and activities; and to represent community interest by providing an avenue for the mutual exchange of information between the proponent and the community with respect to any existing or potential environmental effects of the project plan and activities. Public open houses were held in October and December of 2021.

A draft of the development agreement is provided In Appendix D.

FINANCIAL IMPLICATIONS: No costs to the Municipality are anticipated. Tax revenue generated over the 25-year course of the project is estimated at \$17.1M. The Community Benefits Fund is discussed in the review of Policy 4-56A in Appendix B.



CUMBERLAND COUNCIL

RFD

Date: January 31, 2024

ENVIRONMENTAL IMPLICATIONS: The applicant received Environmental Assessment approval for the Higgins Mountain Wind Farm Project from the Provincial Department of Environment and Climate Change on May 4, 2023. The project would be required to follow all requirements related to the Environmental Assessment over the course of operations and during decommissioning. Language contained within the draft development agreement aligns the Municipality's requirements with those of the Province.

COMMUNITY ENGAGEMENT: The applicant has provided a summary of the most recent community engagement as Appendix C. A public hearing was held on the above matter on January 10, 2024 at 4 p.m. at the E. D. Fullerton Municipal Building.

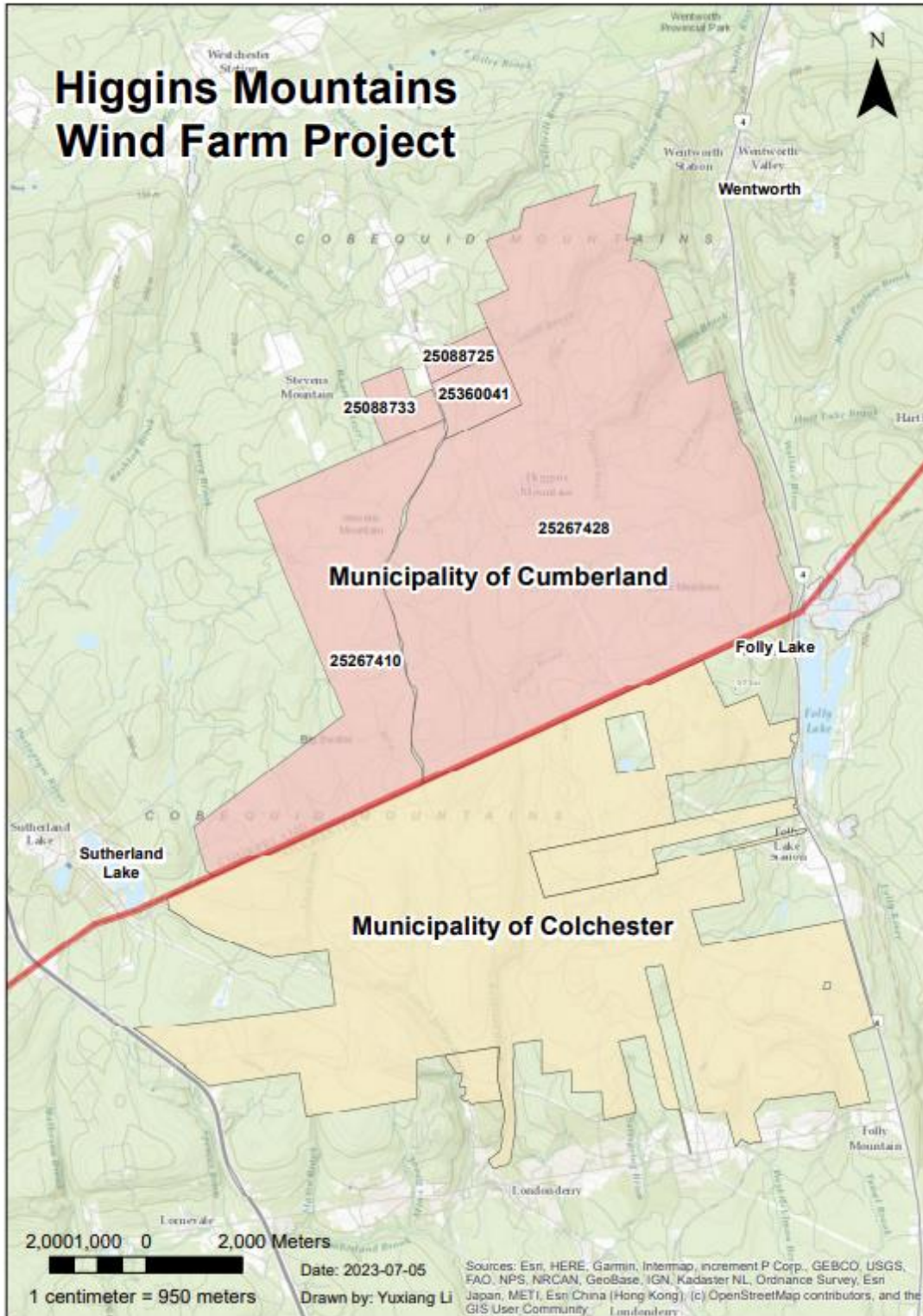
ALTERNATIVES: Council may defer the issue to a later date, request further information, or reject the proposed development agreement based on conflict with a policy in the Municipal Planning Strategy.

ATTACHMENTS:

- Appendix A: Project Area Map
- Appendix B: Policy Analysis
- Appendix C: Public Engagement Summary
- Appendix D: Draft Development Agreement

Report prepared by: Darren Shupe, Senior Planner, BCP

Appendix A – Project Area Map





Appendix B – Policy Analysis

DA23-01 (Higgins Mountain Wind Farm Project) Policy Analysis

There are several policies to consider when reviewing this development agreement application. The first is MPS Policy 4-56A which contains requirements specific large scale wind turbine developments.

Policy 4-56A Council shall consider entering into a development agreement to permit proposals for medium- and large-scale wind turbines in the Agriculture Zone, Rural Resource Zone, Mixed-use Zone, General Commercial Zone, Urban Industrial Zone, Rural Industrial Zone, and Country Commercial Zone subject to the following requirements:	
Requirement	Comment
(a) The proposal shall not be located within areas subject to the Wind Turbine Restricted Overlay of the Land Use By-law;	Project is located outside the restricted areas.
(b) The proponent shall host a minimum of three public meetings, each advertised at least 14 days in advance through a newspaper circulating in the municipality, and submit to the Municipality meeting notes containing a description of questions and issues raised and corresponded answers and mitigative measures;	<p>Elemental Energy most recently held three public meetings on June 26 (Amherst), June 27 (Westchester), and June 29 (Londonderry, Colchester County) 2023 that were advertised in the Colchester Wire on June 14th and 21st. Meeting invitations were mailed to all landowners within two kilometers on the project site. The 14-day advertising requirement was met for only the June 26th meeting.</p> <p>The applicant held open house events In October and December of 2021. A formal relationship with area communities commenced in 2019 with the establishment of a Community Liaison Committee (CLC). The CLC has held 18 meetings since being formed.</p> <p>A summary of the public meetings held in June 2023 is included at Appendix C for Council’s consideration.</p>
(c) The proponent shall satisfy Council that the proposal includes tangible public benefits, demonstration of which may include, but is not limited to, a public benefit fund established with proceeds from the project, a pooled lease mechanism, the use of local suppliers, and equity investments from residents of the Municipality and community in which the project is located;	<p>The program will consist of:</p> <ul style="list-style-type: none"> a. Funding of \$100,000 annually, commencing January 1st of the year after Commercial Operation Date and continuing until the end of the term of the PPA or Decommissioning commences, whichever is sooner. b. Limiting funding eligibility to not-for-profit organizations, registered charitable organizations or Indigenous groups, with operations or interests within the municipal boundaries of Cumberland

	County and/or Colchester County. c. Annual reporting of the fund balance, grants and other community benefits.
(d) Any medium-scale wind turbines shall have a separation distance of at least 200 metres or 2 times their height, whichever is larger, from habitable buildings external to the wind project, and 2 times their height from wind turbines (excepting domestic-scale) external to the wind project;	N/A
(e) Any large-scale wind turbines shall have a separation distance of at least 1,000 metres or 3.5 times their height, whichever is larger, from habitable buildings external to the wind project, and 4 times their height from wind turbines (excepting domestic-scale) external to the wind project;	As per the application, height of wind turbines is 210m. All 12 wind turbines are 1,000m from habitable buildings external to the project (nearest habitable building is 1126m from WTG 9). There are no wind turbines external to the wind project within 4 times the height of proposed turbine locations.
(f) The wind turbines shall be set back a minimum of 85 metres from natural gas pipeline rights-of-way;	There are no known natural gas pipelines near the project site.
(g) The wind turbines shall be set back a minimum of 1.25 times their height from habitable buildings internal to the wind project, property lines external to the wind project, and street and railway rights-of-way;	The height of the proposed turbine model for this project is up to 210m, which would require a 262.5m setback from external property lines. All 12 wind turbines meet the required setback on the submitted site plan.

The second policy of concern refers to required development agreement provisions for large-scale wind turbines.

Policy 4-56B: *Development agreements for medium- and large-scale wind turbines, as provided for in Policy 4-56A, shall, in addition to the provisions required for all development agreements outlined in Section 6.3, include:*

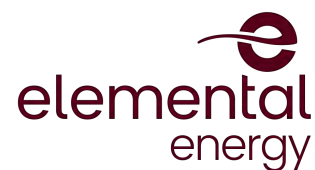
Development Agreement Requirement	Comment
a) provisions related to the ongoing operation and maintenance of the development, including, at a minimum:	
i) requiring the proponent to notify Council if a turbine has malfunctioned or ceases to produce power for a period exceeding six continuous months;	A notification provision has been included in the Draft Development Agreement pertaining to any wind turbines inoperative for a period exceeding six (6) continuous months.
ii) requiring the proponent to repair or to notify Council of their intent to decommission any non-functional turbine within 18 months of providing notice under subsection i.;	A notification provision has been included in the Draft Development Agreement pertaining to the intent to decommission any non-functioning wind turbines within eighteen (18) months of providing notice under subsection i.
iii) establishing a process for receiving and	Section 9.1 of the Environmental Assessment (EA)

responding to public complaints related to the operation and maintenance of the development;	Approval stipulates the development of a complaint resolution plan.
iv) requiring the proponent to ensure that all turbines operate within the noise and shadow flicker requirements established by the Provincial Environmental Assessment process.	Section 4.2 of the EA Approval requires the submission of an updated sound modelling and shadow flicker study to be completed prior to road construction and/or upgrades. This will be reflected in the Draft Development Agreement.
v) requiring the proponent to submit to Council a report outlining compliance with the terms of the development agreement within 24 months of commissioning the last turbine in the development; and	A provision has been included in the Draft Development Agreement requiring the proponent to submit to Council a report outlining compliance with the terms of the development agreement within 18 months of commissioning the last turbine in the development.
b) a requirement for the posting of a decommissioning bond or other similar surety of an amount not less than 125% of the estimated present-day cost to decommission the development minus any estimated present-day scrap value of the turbines. Such estimate shall be prepared by a Professional Engineer, licensed to practice in Nova Scotia at the expense of the proponent.	A provision has been included in the Draft Development Agreement requiring the proponent to post a decommissioning bond to reflect this criterion.

The last policy to consider includes the general criteria required for all development agreements.

Policy 6-19: Council shall not amend the Land Use By-law or approve a development agreement unless Council is satisfied the proposal:	
Requirement	Comment
a) Is consistent with the intent of this Municipal Planning Strategy	Proposal is generally consistent with the intent of the MPS. Policy 4-56A(b) requires that public meetings be “each advertised at least 14 days in advance through a newspaper circulating in the municipality” was not met for two of the three meeting held in June 2023.
b) Does not conflict with any Municipal or Provincial programs, by-laws, or regulations in effect in the municipality.	None that are apparent. Environmental Assessment (EA) approval was issued by the Provincial Department of the Environment and Climate Change on May 4, 2023.
c) Is not premature or inappropriate due to:	
i. The ability of the Municipality and/or Village (where applicable) to absorb public costs related to the proposal.	There are no public costs related to the proposal.
ii. Impacts on existing drinking water supplies, both private and public.	An assessment of the geophysical environment is included as Section 7.2 of the EA registration

	document. Mitigation measures have been recommended, primarily during the construction and decommissioning phases.
iii. The adequacy of central water and sewage services or, where such services are not available, the suitability of the site to accommodate on-site water and sewage services.	The project has limited requirements for on-site water and sewage services which can be accommodated at a suitable location.
iv. The creation of excessive traffic hazards or congestion on road, cycling, and pedestrian networks within, adjacent to, or leading to the proposal.	NS Public Works must approve any public road access or private road intersection. These are based on safe stopping sight distances as determined by Nova Scotia Public Works.
v. The adequacy of fire protection services and equipment	Access roads are required to be maintained to accommodate emergency services.
vi. The adequacy and proximity of schools and other community facilities.	N/A
vii. The creation of a new, or worsening of a known, pollution problem in the area, including, but not limited to, soil erosion and siltation of watercourses.	Conditions of the Environmental Assessment contain regulations including the submission of a sediment and erosion control plan (Section 5.3) as well as a reporting requirement for sulphite bearing materials (Section 5.5).
viii. The potential to create flooding or serious drainage issues, including within the proposal site and in nearby areas.	Conditions of the Environmental Assessment contain regulations including the submission of a surface water management plan (Section 5.2).
ix. Impacts on sensitive environments, as identified on Schedule B of the MPS.	The project is located outside of the areas identified as sensitive environments on Schedule B of the MPS.
ixA. Impacts on wildlife corridors.	A Wildlife Management Plan is required under Section 6.2 of the EA Approval.
x. Impacts on known habitat for species at risk.	Reviewed in Addendum Part 7 of the Environmental Assessment. Section 6 of the EA Approval provides conditions regarding species at risk.
xA. Risks presented by geohazards.	No Karst topography or abandoned mines have been identified in the area.
xi. The suitability of the site in terms of grades, soil and geological conditions, the location of watercourses and wetlands, and proximity to utility rights-of-way.	Watercourse and wetlands assessments have been included in the EA submission as Appendix F and I respectively. A utility right-of-way transects the project area roughly north to south.
xii. Negative impacts on the viability of existing businesses in the surrounding community, including, but not limited to, the risk of land use conflicts that could place limits on existing operational procedures.	Concerns regarding visual and noise impacts were brought forward at the public meetings. Existing forestry and agriculture operations on the project site are anticipated to run concurrent during the life span of the wind facility.



Higgins Mountain Wind Farm

Project Information Sessions June 2023

Date:	July 4th, 2023
Re:	Higgins Mountain Wind Farm Project Project Information Sessions – Events Summary

Introduction

Higgins Mountain Wind Farm LP (Higgins Wind) hosted three Project Information Sessions (Sessions) during the week of June 26, 2023. Purpose of the Project Information Sessions was to provide an update on the Higgins Mountain Wind Farm Project (the Project), provide an opportunity for interested community members to meet the Higgins Wind project team, and provide an opportunity for interested community members to ask questions about the project.

Project Information Sessions were held at the following dates, times, and locations:

1. **Monday June 26, 5 - 730 PM** – Community Credit Union Business Innovation Center, Amherst
2. **Tuesday June 27, 5 - 730 PM** – Westchester Fire Station, Westchester
3. **Thursday June 29th, 5 – 730 PM** – Londonderry Community Center, Londonderry

The meetings were advertised in the Colchester and Cumberland community newspapers and appeared in the June 14th and June 21st editions of each newspaper. In addition to advertising, meeting invitations were mailed to all landowners within two kilometers of the boundaries of the Project by way of regular mail. Meeting notifications were also provided to Mayor and Council members, and municipal planning staff with the Cumberland and Colchester Counties.

Overview of Information Provided

Meeting materials developed to support the Project Information Sessions included attendance sign-in sheets, community member survey / comment forms, Community Liaison Committee overview handout, poster boards, and visual quality assessment figures from the environmental assessment (EA).

Each meeting included two representatives from Strum Consulting who were authors of the Project’s EA. To support discussions and questions about the EA, Strum developed a summary presentation describing EA methodology and detailed the valued components (VC’s) that were assessed as part of the EA,

including methods used to collect information, key results from the studies, mitigation measures and anticipated residual effects for each of the VC's.

The poster boards are provided at the information sessions are provided as an appendix to this memo (Appendix 1). A summary of project information provided in the posterboards is provided below:

1. **Background information** – who is Higgins Wind, experience in developing wind energy projects in Nova Scotia and across Canada
1. **Project Overview** – Description of the Project and components of the project, why we chose the Higgins Mountain site for the Project, Project schedule, and figures illustrating the Project layout, including municipal set-back considerations as specified in Cumberland and Colchester turbine bylaws.
2. **Community Engagement** – Description of community engagement methods / activities completed to date and feedback received to date through engagement.
3. **Environmental Assessment** – Information on the scope of the EA, key results of the from the EA, and conditions of approval of the EA by project phase, including identification of key plans and monitoring programs that the Project is required to develop. Figures were also shared that illustrated wetland and watercourse setbacks, as well as documented important Mainland Moose habitat features, locations of rare plants and lichens observed through environmental studies.
4. **Community Benefits** – Information on community benefits that are anticipated to be realized as part of the Project and information on contracting opportunities.
5. **Invitation to Connect** – Project contact information, and an invitation to fill out a project feedback form.

Project Information Session posterboards were also posted on the Project's website after completion of the open houses.

Summary of Feedback Recorded by Project Information Session

1. Info Session #1 - June 26th, 2023 - Community Credit Union Innovation Center, Amherst:

- Meeting was held from 1700 to 1930 hrs in Amherst.
- 7 people attended through the evening, which included an elected representative from Cumberland.
- Discussion topics and areas of interest that were raised through the Project information session included the following:
 - Concerns with the potential for drinking water source contamination associated with construction and blasting activities. Concerns raised from residents in Wentworth who rely on surface water / well water for domestic water use.
 - Concerns with turbine noise for residents of Folly Lake and Wentworth.
 - Concerns with visual representation of turbines from key receptor points.
 - Concerns with decommissioning and referred to existing Stevens Wind Project as evidence.

- Support for wind energy project with respect to municipal and local benefits including municipal tax contributions, jobs, community benefit fund, and indirect benefits associated with spending on services and supplies from local businesses.
- It was noted by one attendee that he was not worried about turbine noise associated with the Project and pointed to other wind energy projects in Cumberland where the municipality had not previously received turbine noise complaints.
- Higgins Wind communicated that the EA had considered potential effects to surface water quality, potential noise at receptor locations and visual effects as part of the assessment. Higgins Wind confirmed that potential effects to surface water quality would be monitored through construction. Higgins also confirmed that sound modelling information was available through the Project's EA, and that as a condition to our approval Higgins Wind is required to complete additional sound modelling once final turbine make and models are selected, and final turbine locations are confirmed.
- Higgins Wind confirmed that there were no plans to undertake additional visual quality modelling, unless there were significant changes to turbine locations, which are not anticipated at this time.

2. Info Session #2 - June 27th, 2023 Westchester Fire Station, Westchester Cumberland County

- Meeting was held from 1700 to 1930 hrs.
- Refreshments for the meeting were through a donation made to the Westchester Ladies Fire Auxiliary.
- 21 + people attended the project information session (not everybody signed in), which included 2 elected municipal officials, and a number of local landowners whose land is part of the Project.
- The Westchester Fire Hall was chosen, as it is located on the main access road (Valley Rd connecting to Higgins Mountain Rd.) up to the project area, where most of the construction traffic, turbine transport and operations traffic will use this route.
- Higgins wind also met with the Westchester volunteer firefighters after the Project Information Session, as they were meeting at the fire hall on Tuesday night. The Westchester volunteer firefighters suggested that they were supportive of the Project, and that access to water for firefighting purposes is currently limited in and around the project area. They suggested that if the project created some water storage ponds as part of the project, that would be in our interest to protect against wildland fire risk and support with fire response.
- Discussion topics and areas of interest that were raised through the Project Information Session included the following:
 - Concerns were raised around road widening and potential loss of blueberry crop areas.
 - Concerns were raised around existing derelict turbines and the transmission line and when the turbines would be removed.

- Questions were raised regarding potential access restrictions to the Northern Pulp property through construction and operations periods. Interested parties included ATV users and local hunters.
 - Local user groups expressed interest in receiving future project updates and would be interested in construction activity scheduling.
 - There was lots of interest in potential community benefit funding opportunities, with representatives from a local food bank and volunteer fire fighters expressing interest in applying for community benefit funding.
 - Interest in the rare plant surveys that were conducted and potential interaction with project infrastructure. Strum representatives were able to show where rare plants were encountered through surveys and that most locations of rare plants would be avoided.
- There were many people in attendance who were supportive of the project.
 - An individual asked for additional information on community benefit programs that Elemental had delivered associated with other projects across Canada. Elemental has followed up and provided this information.
 - An individual asked about the future of the Community Liaison Committee. It was communicated that we would be reforming the committee and that we would be advertising for new membership from interested individuals in the fall.
 - Locations of individual turbines (GPS locations) were provided to a local interested hunter. This individual indicated that he would be able to hunt around the turbine locations, and wanted to make sure that his hunting blinds were not within the areas that were planning to be cleared as part of the project.

3. Info Session #3 June 29th, 2023, Londonderry Community Center, Londonderry

- Meeting was held from 1700 – 1930 hrs.
- Refreshments for the meeting were provided by the Londonderry Community Center as a fundraiser initiative by the community center.
- 15 – 20 individuals attended the Londonderry info session, and 2 comment forms were received. Comment forms are included in Appendix 2.
- 3 councilors from Municipality of Colchester attended the Londonderry info session.
- The Londonderry location was chosen as alternative access points for the Project will be from Tower Rd. near Londonderry and the southern access to Higgins Mountain Rd. originates from Londonderry. It is also anticipated that the point of interconnection with NSPI transmission lines will be in the vicinity of Londonderry, where some construction activities accessed from Londonderry.
- Discussion topics and areas of interest that were raised through the Project Information Session included:
 - Discussion around the visual impacts to the surrounding communities. It was noted by some of the attendees that the visual impacts were much less than they had anticipated.

- Discussion and interests around community benefits funding, and how the funding would be distributed amongst the communities.
 - Discussions around the Community Liaison Committee and the Colchester Citizen Monitoring Committee. The Colchester Citizen Monitoring Committee will be chaired by a municipal councilor and is a requirement of the Wind Turbine Licence. While these committees need to remain separate, it was suggested that there may be some overlap in each committee's interests.
 - Community members expressed concern with noise from construction, traffic, and operational turbines. Community members mentioned that they can hear the highway traffic from their homes on quiet nights.
 - Community members asked if there would be future road access restrictions during construction or operations. Higgins Wind communicated that there may be some minor construction phase access restrictions, but Higgins Wind would work with the community to notify and minimize any access restrictions, should they be required.
 - Concerns were raised about Wentworth being the right place for a wind project. These concerns were associated with visual and noise impacts to individuals who recreate in the Wentworth area, use trails in the summertime and backcountry skiing in the wintertime.
 - An individual communicated that they would like to see Higgins Wind provide opportunities for youth / school aged children to learn more about renewable energy and opportunities associated with wind energy projects.
- There was a mix of people supportive of the Project, opposed to the Project as well as individuals looking to learn more about the Project, but didn't express an opinion of support nor opposition.
 - Higgins Wind committed to providing annual project updates to the community, in the form of Project Information Sessions. These sessions could be conducted during construction and into the first year of operations.
 - The Londonderry Community center appreciated the opportunity to host the Project Information Session and indicated that they would be happy to host future events.

Closing

Higgins Wind is committed to developing responsible, community supported wind energy project that benefit our environment, our communities, and our future generations. We value the opportunities to have respectful dialogue with community members, and hope that we can use these opportunities to strengthen to positive elements of our projects and improve on / address the elements of our projects that community members have brought forward as concerns.

This event summary was intended provide an overview of the Higgins Mountain Wind Project Information Sessions held in June 2023. Information contained in this summary report is representative of general

conversations, areas of interest / concerns that were raised to Higgins Wind team members and supporting consultants at the sessions but have not been attributed to specific individuals. Attendance sign-in sheets and signed feedback forms can be provided should these be requested, however for privacy concerns we are not sharing this information publicly at this time.

Higgins wind is looking forward to continued engagement with interested individuals, community groups, local businesses and people who are interested in future employment and contracting opportunities. We encourage interested people / groups to sign-up on our website (www.Higginswind.com) to receive Project Updates or contact us directly (info@higginswind.com) should you have questions for about the Higgins Mountain Wind Farm Project.

APPENDIX 1 – Project Information Session Poster Boards and CLC Handout

NOVA SCOTIA WIND PROJECTS

Higgins Mountain Wind Farm LP and Wedgeport Wind Farm LP (the Partnerships) were formed between Elemental Energy Renewables Inc., Stevens Wind Ltd., and Sipekne'katik First Nation to design, construct and operate the Higgins Mountain and Wedgeport Wind Farm Projects (the Projects).

The Partnerships combine indigenous values, local knowledge and responsible resource stewardship with industry leading experience gained through constructing and operating renewable energy projects across Canada.



THE ELEMENT OF TRUST POWERS OUR PARTNERSHIPS

We work with diverse partners - including Indigenous Nations, project developers, investors, and suppliers dedicated to sustainable operations - to create a one-team approach where transparency and accountability create relationships that launch projects for mutual benefit

Stevens Wind and Elemental Energy are owners and operators of seven COMFIT wind projects across Nova Scotia and two wind projects projects in Newfoundland.



ABOUT ELEMENTAL

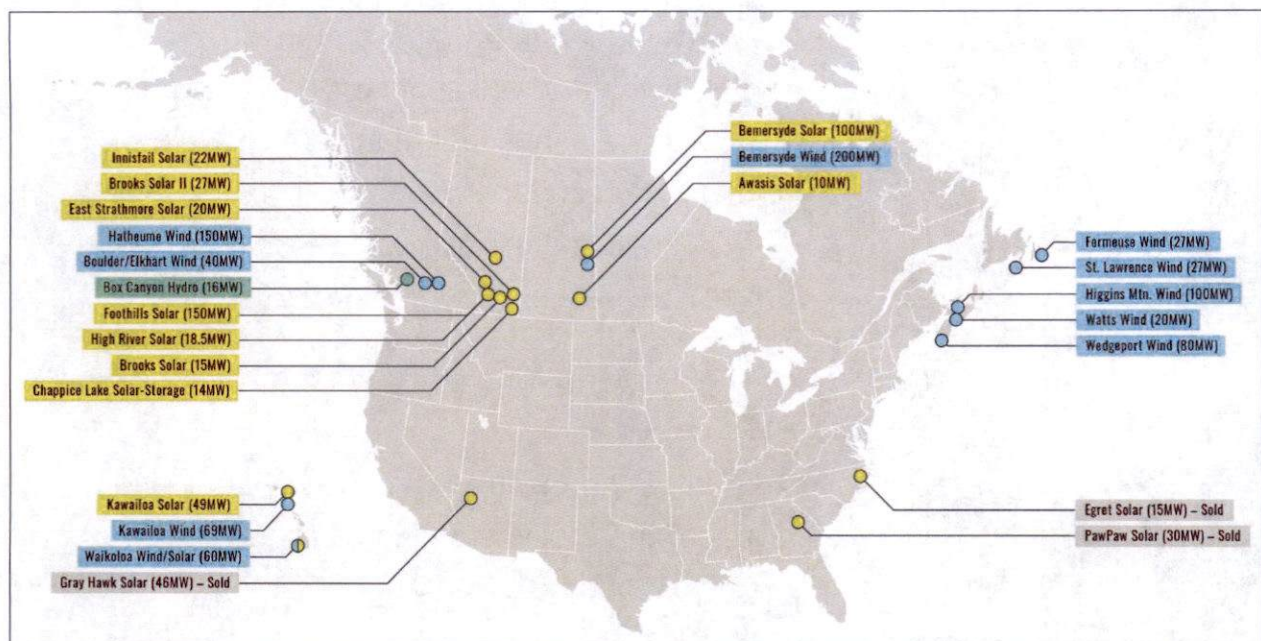
Canadian private renewable energy development company with over 200 MW of wind, solar, and hydro projects in construction/operations, and over 1,000 MW of projects in development. This includes 74 MW of wind farms in Nova Scotia and Newfoundland. Our project portfolio map is shown below.

OUR VISION

We are committed to projects that generate environmental benefits for the planet, positive social impacts for the communities in which we work, and long-term financial returns. From greenfield to fully operational, we develop, fund, and acquire projects at various stages of development.

OUR TEAM

Elemental is an entrepreneurial team of individuals with diverse backgrounds in energy, finance, sustainability and project development. The team brings a track record of executing complex transactions, building successful businesses, and developing lasting partnerships.





PROJECT OVERVIEW

The Higgins Mountain Wind Farm Project is located on previously disturbed and privately owned forestry lands, on Higgins and Stevens Mountains and within the Municipalities of Colchester and Cumberland.

THE PROJECT INCLUDES THE FOLLOWING MAJOR COMPONENTS:

ROADS: Widening and improvements to existing forestry roads and construction of new turbine access roads.

WIND TURBINES: Construction of up to 17 new turbine pads, assembly and erection of new wind turbine generators.

ELECTRICITY COLLECTOR LINES AND SUBSTATION: Collector lines move medium voltage electricity generated by wind turbines to the substation where it is stepped up to high voltage electricity required for interconnection with transmission lines.

LAYDOWN AREAS / OPERATIONS AND MAINTENANCE BUILDING: Required to support construction and operations of the Project.





WHY HERE?

STRONG WIND RESOURCE on Higgins Mountain and Wedgeport Wind Farm locations makes these sites ideal for wind power projects.

CLOSE PROXIMITY to existing transmission lines that have the capability and capacity to add new generation.

EXISTING INFRASTRUCTURE such as power lines, access roads, and gravel pits that we intend to use, minimizing the incremental environmental footprint of the Projects.

LARGE SETBACKS from residences, due to the large land base at the Project sites.

WHY NOW?

The Government of Nova Scotia is competitively procuring renewable energy through the **Rate Based Procurement** to source renewable energy for Nova Scotia's.

The purpose of the Rate Based Procurement was to attract low-cost and innovative solutions to procure 350 MW of renewable and low carbon electricity for the province of Nova Scotia. In addition to supporting Nova Scotia's goals to fight climate change, this procurement will encourage investment and create jobs.

In August 2022, the Higgins and Wedgeport Wind Farm Projects were awarded 25 year Power Purchase Agreements (PPAs) with Nova Scotia Power Inc. (NSPI) to supply up to 180 MW of clean, low cost and renewable electricity for Nova Scotia's.

This procurement will help the province get closer to the 80% target and support the province's goal of achieving a 53% reduction in greenhouse gas emissions by 2030 and net-zero by 2050.

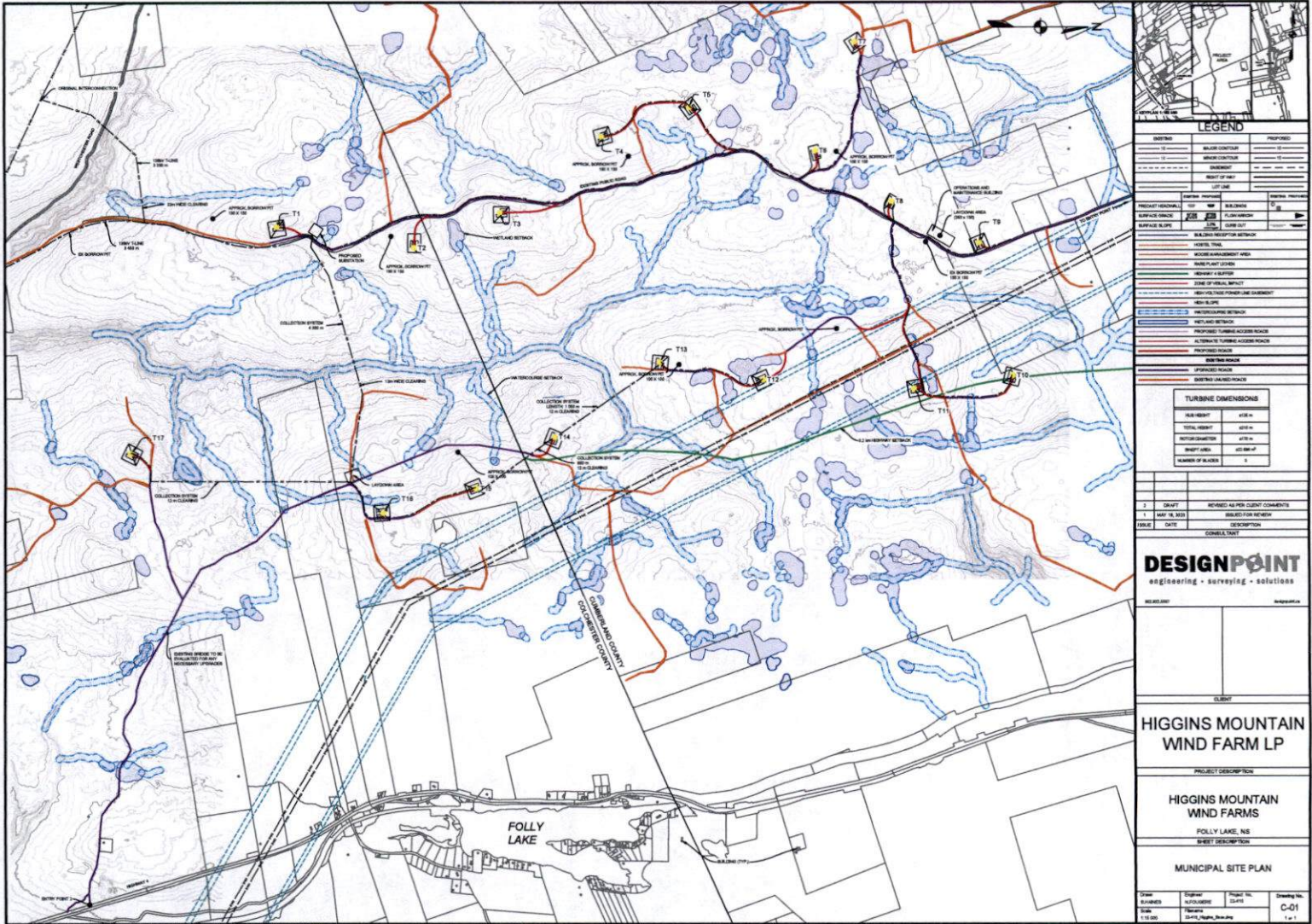


WHAT'S NEXT?

ANTICIPATED SCHEDULE OF PROJECTS

- 2020 – 2022**
 - Project notification and preliminary public consultation
 - Environmental field work
- MID 2022**
 - Awarded Power Purchase Agreement (PPA) under Nova Scotia Rate Based Procurement RFP
- EARLY 2023**
 - Execute Power Purchase Agreement
 - Register Environmental Assessment and Development Agreement applications
 - Secure other required permits and approvals
- LATE 2023 – 2024**
 - Project construction begins
- MID 2025**
 - Expected Commercial Operations Date







COMMUNITY ENGAGEMENT

We recognize that support of the Mi'kmaq Nations, local communities and landowners are key to successful projects, which is why we work diligently to provide engagement opportunities.

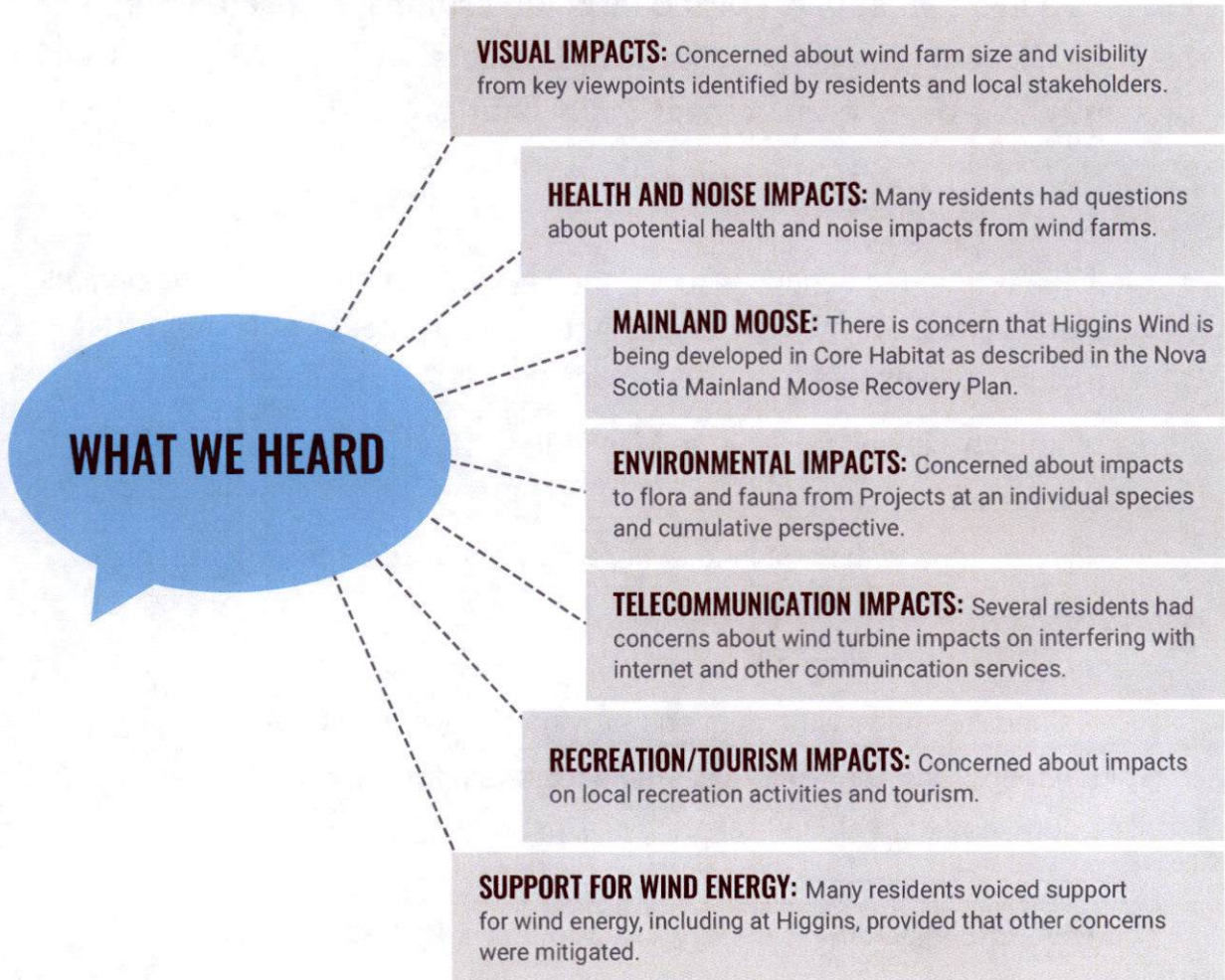
We have been working to engage with Mi'kmaq Nations, communities and project stakeholders to introduce the Project and incorporate feedback from interested parties. To date, our engagement activities include:

- Community Liaison Committee Meetings
- Public Open Houses
- Conversations with local landowners, community groups, businesses, and organizations
- Engagement of Mi'kmaq Nations
- Calls and meetings with local and provincial governing bodies
- Project updates sent via email, mailouts, and information published on our website at elementalenergy.ca/projects
- Phone and email for any comments or inquiries:
development@elementalenergy.ca and 604-648-6630

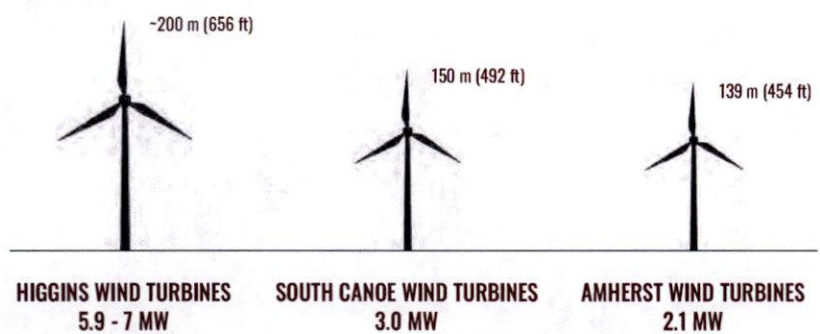
COMMUNITY LIAISON COMMITTEE

The Community Liaison Committee (CLC) was formed in 2019 to provide an avenue for community input to Higgins Mountain Wind Farm Project. Through regular meetings, project information was shared and discussions occurred on matters determined to have environmental, social or economic importance to the local community. Information gathered through this committee has been recorded and integrated into the design of the Higgins Wind Farm Project.

FEEDBACK RECEIVED THROUGH ENGAGEMENT



HOW DO OUR TURBINES COMPARE?



Higgins Wind turbines are 27% taller than South Canoe's and 37% taller than Amherst's, but produce 83% and 162% more power per turbine, respectively. This results in 2x to 3x fewer turbines being needed to deliver each projects energy generation capacity.



ENVIRONMENTAL ASSESSMENT

An Environmental Assessment (EA) for the Project was required by the Nova Scotia Environment and Climate Change EA Branch (NSECC). The purpose of EA is to promote sustainable development by protecting and conserving the environment.

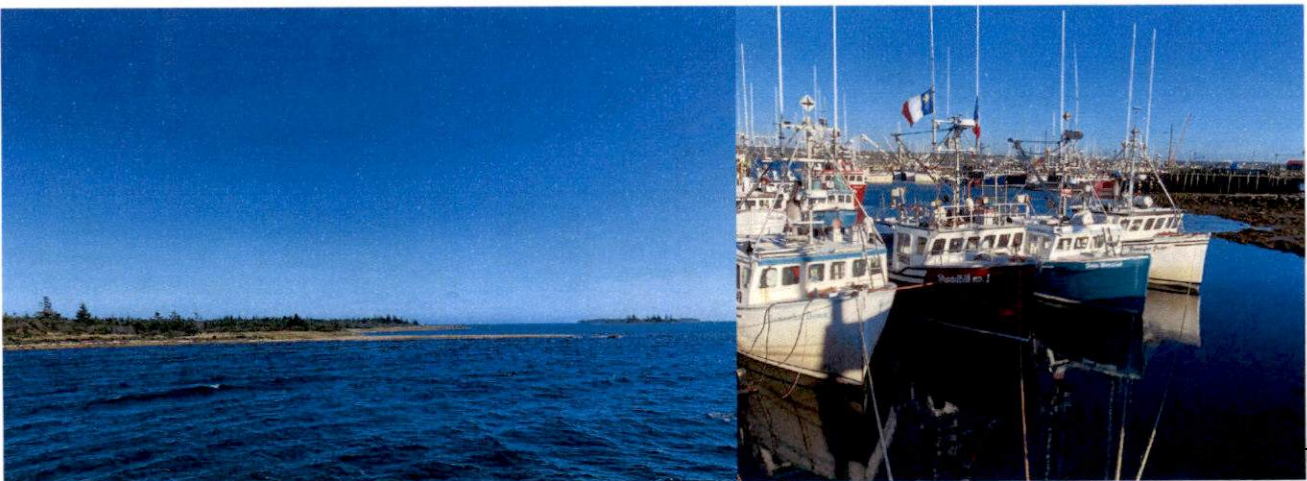
Public consultation is an integral part of the EA process and the community was invited to comment on the EA during the review period.

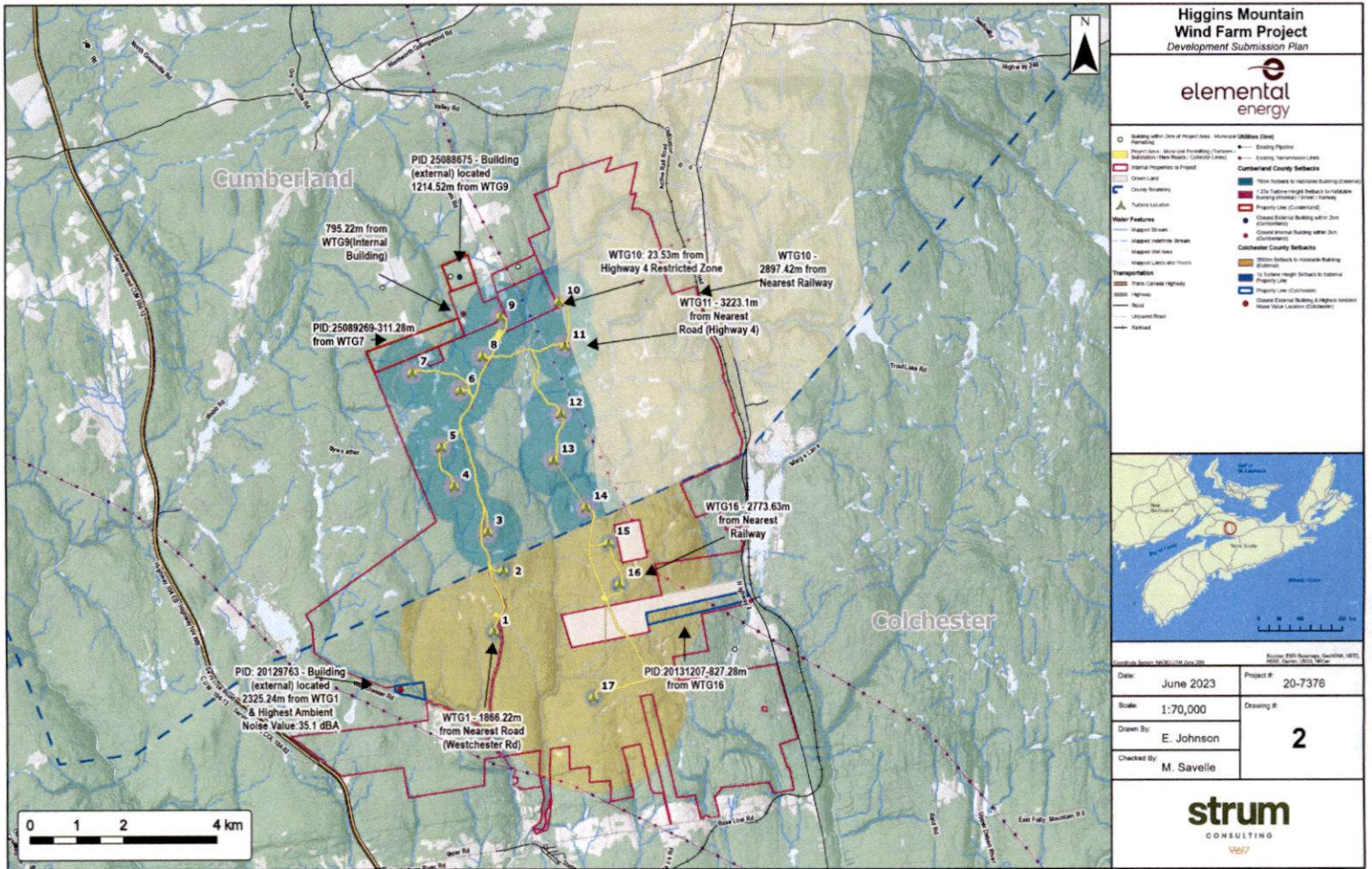
The EA application was registered on March 15th, 2023 and approved by the NSECC Minister on May 4, 2023. In arriving at his decision, the Minister concluded that any adverse environmental effects arising from the Project can be adequately mitigated through compliance with the terms and conditions of the EA approval.

STUDIES COMPLETED

The following baseline environmental studies were included as part of the Environmental Assessment:

- Avifauna (birds & bats)
- Wildlife (e.g. moose)
- Vegetation
- Wetlands
- Watercourses & aquatic habitats
- Groundwater & geology
- Noise & shadow flicker
- Visual impacts
- Archaeological & MEKS
- Socioeconomic studies







ENVIRONMENTAL ASSESSMENT

KEY FINDINGS

WATER RESOURCES

- No new watercourse crossings expected for the Project.
- No wetland alterations expected for the construction of turbines and turbine lay down areas.

HABITAT, FLORA, AND FAUNA

- The Project was designed to avoid locations of known flora species at risk.
- Important Habitat features for Mainland Moose were avoided when siting turbine locations.
- No turtle species were observed, including during targeted Wood turtle surveys. Suitable nesting habitat for Wood turtles is not present within the Study Area.
- Turbines were located away from valleys and other topography that may concentrate bird movements.
- Acoustic surveys for bats detected low bat activity within the Study Area.
- Project design prioritized the avoidance of important habitats such as wetlands, watercourses and old-growth forests.

SOCIO-ECONOMIC ENVIRONMENT

- No expected adverse effects to property values or tourism values.
- Project consists of a small footprint on private land.
- Project will not change current land use of the Property.

AIR QUALITY, NOISE, AND VISUAL IMPACT

- Shadow flicker and operational sound modelling indicates that all potential receptors comply with regulatory guidance.
- Turbine layout was updated to minimize the visibility of turbines based on feedback during engagement activities.



ENVIRONMENTAL ASSESSMENT NEXT STEPS

PRIOR TO PROJECT COMMENCEMENT

- Update field assessments for wetlands, watercourses, rare plants, and archaeological resources, where there are changes to the Project.
- Develop the following Plans:
 - EROSION AND SEDIMENT CONTROL PLAN
 - WILDLIFE MANAGEMENT PLAN
 - COMPLAINT RESOLUTION PLAN
 - CONTINGENCY PLAN
 - ENVIRONMENTAL PROTECTION PLAN
 - MI'KMAQ COMMUNICATION PLAN

PRIOR TO TURBINE CONSTRUCTION

- Update sound and shadow flicker modeling when turbine locations and model specifications are confirmed.
- Develop a Surface Water Management Plan.
- Undertake Wetland and Watercourse Alteration Permitting if required.

PRIOR TO PROJECT OPERATIONS

- Complete second year of bird and bat field studies (underway).
- Develop Bird and Bat Operational Monitoring Program.
- Develop Mainland Moose Monitoring Program.

ONGOING

- Annual Reporting to NSECC on the status of the terms and conditions of the EA Approval and any monitoring requirements.



COMMUNITY BENEFITS

EMPLOYMENT OPPORTUNITIES

The Projects are expected to create many jobs during construction, and full-time roles are anticipated throughout operations.

LOCAL CONTRACTING OPPORTUNITIES

Construction and operations will rely on local supply chain and services, with opportunities such as surveying, civil, electrical, and mechanical construction, equipment transportation and operational maintenance contracting opportunities.

TAX REVENUE

Property tax payments to the municipality will support municipal services, infrastructure, and local initiatives for decades to come.

COMMUNITY BENEFITS FUND

Contribution to local initiatives via a community benefits fund for each project.

GREENHOUSE GAS EMISSIONS REDUCTIONS

Offset greenhouse gas emissions from current coal-fired generation in Nova Scotia.

EDUCATION AND TRAINING OPPORTUNITIES

Community education and training opportunities / events.

LOCAL STIMULUS

Local businesses will benefit from increased spending on goods and services during construction and operations project phases.

CLEAN, LOW-COST POWER

New low-cost, reliable, and renewable electricity for Nova Scotians.





COME WORK WITH US

We are seeking interest from qualified Nova Scotia contractors to support us with project design and construction activities.

CIVIL DESIGN AND CONSTRUCTION

- Engineering and project management
- Road, crane pad, laydown, bridge design and construction
- Aggregate, concrete, rebar, and other materials supply

ELECTRICAL DESIGN AND CONSTRUCTION

- Engineering and project management
- Medium voltage collection lines design, materials supply and construction
- Substation design and construction

WIND TURBINE CONSTRUCTION

- Foundation design and construction
- Turbine erection and commissioning

ENVIRONMENTAL

- Environmental studies, construction planning and monitoring
- Onsite environmental monitoring and supervision during construction

OTHER SERVICES

- Equipment supply, equipment rentals, materials supply
- Health and safety, sanitation services, shipping and logistics, security, food services, snow clearing, communications
- Third-party owner's engineering, testing, and QA/QC
- Legal, insurance, audit, and financial services



THANKS FOR STOPPING BY!

We are committed to ongoing dialogue with interested individuals and stakeholders. Please take a moment to complete a **"Feedback Form"** to share your thoughts on the proposed Project.

If you have any outstanding questions or concerns, we invite you to speak to one of our representatives today. If you prefer to get in touch with us later, our contact information is:

Tel: 604-648-6630

Email: development@elementalenergy.ca

Web: www.elementalenergy.ca/projects



Higgins Mountain Wind Farm Community Liaison Committee Overview

The Higgins Mountain Wind Farm Project (the Project) formed a Community Liaison Committee (CLC) in early 2019, with 18 meetings occurring over the period of January 2019 to March 2023. The purpose of the CLC is to allow for respectful and transparent exchange of information between Higgins Wind and the residents of local communities, stakeholders and those representing nearby Mi'kmaq communities.

The CLC has made the following contributions to the Project through their engagement and collaboration through the last 4 + years:

- Provided avenues for community input to the Higgins Wind project design by two-way sharing of information on Project design considerations as well as future project construction or operational activities that have, or are perceived to have, environmental, social, or economic impacts to the local communities.
- Supported regular discussions regarding updates / changes to Project design, discussed information related to the scope and results of the environmental field studies, provided input important community viewpoints for incorporation into the environmental assessment, and provided opportunity to discuss / provide feedback to the environmental assessment during the public comment period.

The CLC is governed by a Terms of Reference established in May 2019, which meet Nova Scotia Environment and Climate Change's Guide for the Formation and Operation of a CLC.

Higgins Wind is committed to maintaining the Community Liaison Committee through construction and operational phases of the Project, which is also a condition of our EA approval.

As the Project moves into construction and operations, Higgins Wind is looking to refresh the membership to better reflect regional representation of the communities / residents living in the vicinity of the Project area, and extend the invitation to new stakeholder groups interested in participating in the CLC. Higgins wind will be advertising CLC participation opportunities at upcoming open houses and will also advertise in local newspapers and through local community groups.

If you are interested in becoming a member of the CLC, please contact us at info@higginswind.com, and let us know where you live and why you are interested in becoming a CLC member.

We anticipate launching a new expression of interest / call for new CLC members beginning in Fall 2023. We will be advertising / providing details on how interested community members can apply to become a CLC member as part of our call for new members.

If you have questions about the CLC, please don't hesitate to contact a project representative.

APPENDIX 2– Feedback Forms

We Value Your Input

Please take a moment to share your thoughts with us on the proposed Higgins Mountain Wind Farm Project. If you would prefer to complete the form at a later date, you can take a picture of the completed form and send it to development@elementalenergy.ca. Alternatively digital comment forms can be provided upon email request.

Are you familiar with the Higgins Mountain Wind Farm Project Area?

Yes Somewhat No

If yes, have you participated in any cultural, recreational, or other activities on or around the Project Areas?

Yes we have attended
community sessions plus Colchester
Council meetings

What are your areas of interest related to Higgins Mountain Wind Farm Project?

Environmental Effects Social Economic Effects Employment and Training Opportunities

Please provide details / context as to your interests in these subjects.

Environmental - learning from the group on what they have chosen to research.
Social - impact on property + community
Employment - to ask what method of engaging youth in possible training + employment

Is there any other aspect of the Projects you would like more information on?

Yes

No

Please describe additional information that you would like us to share

What opportunities or benefits would you like the Projects to bring to the communities in the vicinity of the Higgins Mountain Wind Project?

- making sure not all monetary rewards stays with municipality but is reflected directly in the communities

If you have additional comments or require further information, please describe below, and include your name and contact information so that we can provide a response.

This open house had a more comprehensive approach to information which is appreciated.

Name

Phone or e-mail

Thank you for attending!

We Value Your Input

Please take a moment to share your thoughts with us on the proposed Higgins Mountain Wind Farm Project. If you would prefer to complete the form at a later date, you can take a picture of the completed form and send it to development@elementalenergy.ca. Alternatively digital comment forms can be provided upon email request.

Are you familiar with the Higgins Mountain Wind Farm Project Area?

Yes Somewhat No

If yes, have you participated in any cultural, recreational, or other activities on or around the Project Areas?

Recreational and professionally
involved in nature and the wilderness

What are your areas of interest related to Higgins Mountain Wind Farm Project?

Environmental Effects Social Economic Effects Employment and Training Opportunities

Please provide details / context as to your interests in these subjects

I feel that we are not taking into account that the Westworth area is not the best place for turbines. The area is a wilderness retreat and shouldn't be marred by commercial turbines littering the landscape.

Is there any other aspect of the Projects you would like more information on?

Yes No

Please describe additional information that you would like us to share

The movement of turbines
as plans develop

What opportunities or benefits would you like the Projects to bring to the communities in the vicinity of the Higgins Mountain Wind Project?

The trails may need to be
routed differently to not look at
turbines or to ~~be~~ avoid the
sound and flicker

If you have additional comments or require further information, please describe below, and include your name and contact information so that we can provide a response.

There is difficulty quantifying
aesthetics, red flashing lights
and the ~~noise~~ large
commercial structures don't belong
in nature.

Name _____

Thank you for attending!

DEVELOPMENT AGREEMENT
Higgins Mountain Wind Energy Project, Higgins Mountain NS

This Agreement made this _____ Day of _____, 2023.

Between

The Municipality of the County of Cumberland,
a body corporate (hereinafter called “the
Municipality”)

-and-

Of the First part

Higgins Mountain Wind Farm Limited
Partnership by its general partner Higgins
Mountain Wind Farm General Partner Inc., an
entity incorporated in Nova Scotia, with head
office in Vancouver, in the Province of British
Columbia, having its chief place of business at
2150 – 745 Thurlow St. Vancouver, British
Columbia (Hereinafter called “the Developer”)

Of the Second part

-and-

Northern Timber Nova Scotia Corporation,
Payson Dobson Lumber Limited, Philip Adams
& Sterling McLellan, Wayne MacCallum &
Michael Johnson
(Hereinafter Called “the Property Owners”)

Of the Third part.

WHEREAS the Developer has entered into certain Leases and Easements for lands of the Property Owners (PIDs 25267428, 25267410, 25360041, 25088725, 25088733), (hereinafter referred to as “the Property”), which lands are more particularly described in Schedule ‘A’ attached hereto, for the purpose of

constructing and operating a large-scale wind turbine project consisting of twelve large-scale wind turbines, access roads, fencing, service buildings, and transmission equipment (the “Project”); and

WHEREAS the Developer has entered into a rate based power purchase agreement for renewable wind energy with Nova Scotia Power Inc. dated April 11, 2023; and

WHEREAS the Property is situated within an area designated ‘Resource’ on the Future Land Use Map of the **Municipal Planning Strategy**, and zoned ‘Rural Resource (Rsrc)’ on the Zoning Map of the **Land Use By-law**; and

WHEREAS the Property Owners have entered into lease agreements with the Developer authorizing the use of each of their respective lands for wind turbines in compliance with this Development Agreement.

WHEREAS the Developer has requested that the Municipality enter into a Development Agreement (“the Agreement”) to allow a Large-Scale Wind Energy Project on the Property (“the Development”) pursuant to Policy 4-56A

WHEREAS Policies 4-56A, 4-56B, 6-11, 6-12, 6-13, 6-19, and 6-20 of the **Municipal Planning Strategy** and Section 5.1 of the **Land Use By-law** allow Municipal Council to consider the proposed development on the Property by Development Agreement only; and

WHEREAS the Council of the Municipality of the County of Cumberland at a meeting on the _____ Day of _____, 2023 approved a Development Agreement on the Properties, to allow the Development, subject to the execution of the Development Agreement by the parties hereto; and:

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the foregoing recitals and for other good and valuable consideration the parties hereto agree as follows:

1. DEFINITIONS

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

“**Abandonment**” means the Project has not for 12 continuous months (i) generated electric energy and delivered such energy to the utility grid, and (ii) such cessation of operations is not attributable to a **Force Majeure Event**.

“Bonding” means the placement of a Decommissioning Bond.

“Commencement” means the date on which the Municipality has issued a development permit or permits for any or all of the uses permitted in Section 3 of this Agreement.

“Commercial Operation Date” means the date on which the Project begins delivering energy to the utility grid and selling energy in commercial quantities (this does not include the sale of test energy prior to full commercial operations) documented by a confirmation from the interconnecting utility.

“Commissioning” means the Commercial Operation Date.

“Community Benefits Fund” means an amount allocated at a rate of five thousand, nine hundred (5,900) dollars per turbine by the Project per annum and administered by the **Community Benefits Fund Committee**.

“Community Benefits Fund Committee” means a group of representatives tasked to administer and report annually on all initiatives based on the disbursement of the **Community Benefits Fund**.

“Decommissioning” means the final closing down and dismantling of Facilities once a wind turbine has reached the end of its operation life, including removal from the Property.

“Decommissioning Bond” means a bond identifying the Municipality as the beneficiary issued by a recognized surety licensed to carry on business in Nova Scotia, or comparable other form of surety acceptable to the Municipality in its sole discretion, exercised reasonably, to secure a Decommissioning Plan. The Bond shall be in the amount not less than one hundred and twenty-five percent (125%) of the estimated present-day cost to decommission the Wind Turbine; less the estimated scrap value.

“Decommissioning Plan” means a plan prepared at the expense of the proponent by a Professional Engineer, licensed to practice in Nova Scotia, mutually agreed to by Developer and the Municipality, detailing the methods and estimated costs for decommissioning the Facilities in compliance with this Agreement.

“Development Permit” means a document authorizing a development issued pursuant to the Land Use By-law.

“Environmental Assessment Approval” means the approval document issued

by the Province of Nova Scotia's Department of Environment and Climate Change on May 4, 2023, for the Environment Assessment Application submitted by Higgins Mountain Wind Farm LP for the Higgins Mountain Wind Farm Project.

"Force Majeure Event" means an event beyond the reasonable control of Developer, including natural disasters, flood, earthquake, storm, fire, lightning, explosion, power failure, transformer or major equipment failure, or power surge, pandemic, epidemic, or public health emergency, war, revolution, riot, civil disturbance, sabotage, provincial or federal regulatory inaction or termination of any agreements or permits, temporary closure or loss (partial or complete) of the ability of the interconnecting utility to take the electricity at the point of interconnection to the power grid.

"Land Agreement" means a legally binding document that governs the terms and conditions of the transfer, sale, lease, or use of land between two or more parties.

"Land Use By-law" means the Municipality of Cumberland **Land Use By-law** adopted by Council on April 4, 2018, as amended from time to time.

"Minister" means the Provincial Minister of the Department of the Environment and Climate Change.

"Municipal Planning Strategy" means the Municipality of Cumberland **Municipal Planning Strategy** adopted by Municipality Council on April 4, 2018, as amended from time to time.

"NSECC" means Nova Scotia Environment and Climate Change, the provincial department that administers the Environment Act.

"Phasing" means the construction of the Wind Turbine Project over time. The construction of one or more turbines under one development permit shall be considered a phase.

"Power Purchase Agreement or PPA" means the agreement established between the **Wind Energy Facility** operator and a utility, government, or company.

"Property" means the entirety of the lands set out in Schedule A.

“Surety” means a company legally capable of acting as the surety for the **Decommissioning Bond**.

“Wind Energy Facility or Facility”, a facility containing all equipment and improvements necessary or desirable for the conversion and delivery of wind energy into electricity, including, but not limited to:

- a) one (1) or more Wind Turbines;
- b) the collector system including transmission, distribution and power lines, interconnection equipment, meters, transformers, protection equipment, substation and related equipment;
- c) civil works including areas needed for construction, security, access roads, fencing and gates, utilities including communication lines, water lines and drain lines; and
- d) a sign or signs displaying owner or lessee names and other information.

2. SCHEDULES

The following attached Schedules shall form part of this Agreement:

- a) Schedule 'A' - Legal Description of Properties
- b) Schedule 'B' - Site Plan

3. PERMITTED USES

That the development on the Property shall use the Property in general accordance with the Site Plan attached to this Agreement as Schedule 'B' and shall be limited to:

- a) Up to Twelve (12) Wind Turbines, including the foundation, tower and electrical controllers for each. Each wind turbine shall have a maximum capacity of 7.0 MW.
- b) Accessory uses associated with the Facility including but not limited to 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.

- c) Uses existing at the time of project initiation, namely forestry and agricultural uses as defined in the **Land Use By-law**.
- d) Temporary construction uses and structures incidental to construction as per Section 5.12 of the **Land Use By-law**.

Except as otherwise provided for in this Agreement, the provisions of the **Land Use By-law**, as amended from time to time, apply to any development on the Property.

4. REQUIREMENTS FOR DEVELOPMENT PERMIT APPLICATIONS

The following information is required at time of application for a Development Permit:

- a) A detailed site plan showing location of all **Wind Turbines** planned for the site, project phases, property lines, required setbacks, and the location and distance of all adjacent residential dwellings and habitable buildings. The site plan must refer to Section 6 of this Agreement.
- b) An estimate for time of commissioning of all **Wind Turbines**.
- c) Details regarding construction access and hours of operation during construction.
- d) A Copy of the **Environmental Assessment Approval** and confirmation from a qualified professional regarding compliance of the Developer with the requirements of the **Environmental Assessment Approval**.
- e) A **Decommission Plan** including calculations to verify the amount of a Decommission Bond prepared by a qualified professional.
- f) The Developer shall provide a process for receiving and responding to public complaints related to the operation and maintenance of the Facility.
- g) The Developer shall be obligated to establish and implement a comprehensive community benefits program, which shall include the following minimum obligations:
 - i. The annual provision of a **Community Benefits Fund**, calculated at a rate of \$5,900 per turbine, commencing January 1st of the year after

- Commercial Operation Date** and continuing until the end of the term of the **PPA** or Decommissioning commences, whichever is sooner.
- ii. Limiting funding eligibility to not-for-profit organizations, registered charitable organizations or Indigenous groups, with operations or interests within the municipal boundaries of Cumberland County and/or Colchester County.

h) Other information as required by the Development Officer.

5. BONDING

Bonding shall be provided prior to starting construction of the Wind Energy Facility.

6. LAND USE REQUIREMENTS

- a) Wind Turbines may be located anywhere on the Property subject to the following criteria:
 - i. Compliance with the **Environmental Assessment Approval**, as may be amended time to time by Nova Scotia Environment and Climate Change.
 - ii. The site plan must demonstrate the following:
 - (a) All wind turbines shall have a separation distance of at least 1,000 metres or 3.5 times their height, whichever is larger, from habitable buildings external to the wind project, and 4 times their height from wind turbines external to the wind project;
 - (b) the wind turbines shall be set back a minimum of 1.25 times their height from habitable buildings internal to the wind project, property lines external to the wind project, and street rights-of-way;

7. LIGHTING

- a) The lighting on the Property shall be sufficient to promote the safety and security of all users, including but not limited to, users of pedestrian walkways and parking. Without limiting the foregoing, lighting shall be directed to driveways, parking areas, loading areas, dwelling entrances, and walkways.
- b) Security and site lighting shall not be intrusive and shall be directed so that they do not reflect onto adjacent properties.
- c) A lighting splay plan shall be submitted to the Development Officer as required.

8. ACCESS

- a) The Developer shall have access to all wind turbines.
- b) The Developer shall construct a temporary turnaround area sufficient to carry the weight of heavy equipment at the end of each access road, to the satisfaction of the Municipal Engineer.
- c) All access driveways shall be maintained to a standard to accommodate emergency services.

9. SIGNAGE

Signage shall not exceed that which is permitted by the **Land Use By-law**.

10. PHASING

Wind Turbine Project construction may occur in phases.

11. CONSTRUCTION

Construction activities shall occur between 6:00 am and 11:00 pm.

12. OPERATIONS

- a) The Developer shall notify the Development Officer when all Wind Turbines are Commissioned.
- b) The Developer shall submit to Council a report outlining compliance with the terms of the Agreement within 24 months of Commissioning the last turbine in the Development.
- c) The Developer shall notify the Development Officer of any amendments to the **Environmental Assessment Approval**.

13. MAINTENANCE

- a) The Developer shall notify the Municipality if one or more of the wind turbines has malfunctioned or ceased to produce power for a period exceeding six continuous months.
- b) The Developer shall repair or notify the Municipality of its intent to decommission any non-functional turbines within 18 months of providing notice under Section 13(a).
- c) The Developer shall ensure that all Wind Turbines comply, at all times, with the **Environmental Assessment Approval**.

14. HAZARDOUS MATERIALS

14.1 The Developer shall ensure that any hazardous materials within the Property shall be stored, handled and labelled according to Workplace Hazardous Materials Information Systems (WHMIS) Regulations, as well as any other applicable federal or provincial regulation or legislation, so as to prevent the accidental release or otherwise of any of these substances to the air, ground or water.

14.2 The Developer shall ensure that bulk storage of any hazardous material shall be located at least one hundred (100) metres from any watercourse or wetland as identified in the Environmental Assessment Approval.

15. DECOMMISSIONING AND ABANDONMENT

15.1 The Developer shall decommission the Project and remove Project Facilities in compliance with this Agreement within 18 months from the date Project Abandonment occurs and restore the premises to as close to pre-construction conditions as reasonably practical. The Developer shall decommission the Project Facilities as follows:

- a) All surface and subsurface drainage structures displaced or damaged during decommissioning shall be repaired.
- b) All Wind Turbines, Transmission Lines, meteorological towers, above ground junction boxes, and above ground pad-mount transformers, if applicable, shall be removed.
- c) Wind Turbine foundation pedestals shall be removed to a depth of four feet below ground level.
- d) Underground collector lines, wires, and cables shall be removed to a depth of four feet below grade. Underground collector lines, wires, and cables may be abandoned in place if they are at least a depth of four feet below grade.

15.2 As a requirement for Development Permit application, the Developer shall submit to the Municipality a **Decommissioning Plan** complying with the specifications of this Agreement.

15.3 The Developer shall submit an updated Decommissioning Plan 10 years after the Commercial Operation Date, and every 5 years thereafter so long as the Project is operational.

15.4 Within 60 days of the Commercial Operation Date , the Developer shall provide a Decommissioning Bond and shall maintain the Decommissioning Bond for the benefit of the Municipality to assist landowners in removing the Project

Facilities. The Municipality may draw on or make a claim against the Decommissioning Bond for the actual cost incurred by the Municipality to perform the Developer's decommissioning obligations if the Developer fails to comply with such obligations set forth in Sections 15.1 and 26.4 of this Agreement.

15.5 The Decommissioning Bond shall be adjusted, as needed, within 45 days after subsequent updates to the Decommissioning Plan to reflect the then-current Decommissioning Cost. The Decommissioning Bond shall remain in place until the earlier of (i) two years after Abandonment if the Municipality has not drawn on or made a claim against the full amount of the Decommissioning Bond, (ii) the date that the Municipality provides written notice to the Developer authorizing the release of the Decommissioning Bond, or (iii) the date the Developer has completed its decommissioning obligations under this Agreement as evidenced by an inspection report prepared by a Professional Engineer, licensed to practice in Nova Scotia, documenting the decommissioning work that the Developer has completed in compliance with the Decommissioning Plan.

16. COMMUNITY BENEFITS FUND PROGRAM

16.1 The Community Benefits Fund Program shall be administered either by a dedicated Community Benefit Fund Committee (CBFC) or provided through an addition to the Terms of Reference of an existing Community Liaison Committee to the satisfaction of Council.

16.2 The CBFC will oversee the management and distribution of the CBF, ensuring that funds are allocated in accordance with this Agreement.

16.3 The CBFC will submit periodic reports, at minimum annually, to the Municipality, detailing the progress, challenges, and outcomes of Community Benefits funded initiatives.

17. CHANGES AND ALTERATIONS

- a) The Development Officer may approve minor changes to the site plan in the following circumstances, as long as any changes comply with the **Environmental Assessment Approval** and **Land Use By-law** except for where they have been amended by this Agreement:
 - i. Location of internal road network
 - ii. Location of Wind Turbines
 - iii. Location of laydown areas

- iv. Location of ancillary facilities and accessory uses as defined in Section 3(b)
 - v. The granting of an extension to the date of commencement of the Agreement
- b) That the following matters are non-substantive matters which may be changed or altered without a public hearing, but upon a motion of Council:
- i. The hours of operation during construction.
 - ii. Changes to the Agreement to comply with the **Environmental Assessment Approval** issued by **NSECC**.
 - iii. Changes to the 18-month decommissioning period as described in Section 15.1 limited to a one-time request to a maximum of six months.
 - iv. Should the **Minister** responsible for the **Environmental Assessment Approval** release the **Developer** from their obligations to have and maintain a Community Liaison Committee, the **Developer** can then make a request to Council to administer the **Community Benefits Fund** program corporately which will include an annual program summary to Council.
- c) That the following matters are substantive matters and may not be changed or altered except by amendment to this agreement in the form of a further development agreement incorporating the intended change:
- i. An increase in the number of wind turbines or maximum power generated by each turbine subject to the requirements of the EA.
 - ii. An addition to the number of properties comprising the **Wind Energy Facility** which results in a larger **Facility** area.
 - iii. All other matters not covered by 17a and 17b.
- d) Notwithstanding the foregoing, provided all conditions have been met, discharge of this Agreement is not a substantive matter, and this Agreement may be discharged against the Property or any individual parcel by Council at the request of the Developer or Property Owner without a public hearing.
- e) Before discharge, the Developer must satisfy all conditions of the **Agreement** as it relates to the lands being discharged.

18. APPLICABILITY OF THE AGREEMENT

The Developer agrees that the Property shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

19. APPLICABILITY OF THE LAND USE BY-LAW AND THE SUBDIVISION BYLAW

Except as otherwise provided in this Agreement, the provisions of the **Land Use By-Law** and the Subdivision Bylaw as amended from time to time, apply to any development, use or subdivision on the Property.

20. COMPLIANCE WITH OTHER BY-LAWS AND REGULATIONS

- a) Nothing in this agreement shall exempt or be taken to exempt the Developer from general compliance with federal, provincial, and/or municipal statutes, regulations and/or bylaws. This includes compliance with other By-laws or Regulations in force within the Municipality, including the Building Code By-law and Subdivision By-law, and obtaining any Federal, Provincial or Municipal license, permission, permit, authority, or approval required. The Developer agrees to observe and comply with all such laws, bylaws and regulations as may be in force from time to time, in connection with the development and use of the Property.
- b) The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development including, but not limited to, sanitary sewer system, water supply system, stormwater sewer and drainage systems and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate profession as required by this Agreement or other approval agencies.

21. CONFLICT

- a) Where a provision of this Agreement conflicts with that of any bylaw of the Municipality applicable to the Property (other than the **Land Use By-law** to the extent varied by this Agreement) or any provincial or federal statute or regulation, or any provision in the **Environmental Assessment Approval**, or any provision in the Lease Agreement with any of the Property Owners, the higher or more stringent requirements shall prevail.
- b) In case of conflict, the text of the Agreement prevails over the Schedules.

22. COSTS

Except as otherwise expressly set out herein, the Developer is responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal laws, bylaws, regulations and codes applicable to the Property.

The Developer is responsible for all costs associated with recording this Agreement in the Land Registration Office. These costs are included in the Development Agreement Application Fee that is collected by the Municipal Fees Policy.

23. 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 on either party.

24. 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.

25. INTERPRETATION

- a) Where the context requires, the singular shall include the plural.
- b) Unless otherwise defined herein, all terms shall be as defined in the **Land Use By-law**. If not defined in the **Land Use By-law** or this Agreement, their customary meaning shall apply.

26. ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

26.1 Enforcement

The Developer and Property Owners agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Property during all reasonable hours with consent of the Developer or the Property Owners, which shall not be unreasonably withheld. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Property, the Developer agrees to allow for such an inspection during any reasonable hour within seventy-two (72) hours of receiving such a request.

26.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer sixty (60) days written notice of the failure or default, then in each such case:

- a) Permission to operate a Wind Energy Facility under this Agreement shall be automatically terminated.
- b) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- c) The Municipality may enter onto the Property and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Property or from the performance of the covenants or remedial action, shall be a first lien on the Property and be shown on any tax certificate issued under the Assessment Act;
- d) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the **Land Use By-law**; or
- e) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

26.3 Expenses

In addition to the costs to be paid pursuant to Section 26.2, reasonable expenses incurred by the Municipality in exercising its rights under Section 15 shall be paid by the Developer to the Municipality. Such expenses may include, but are not limited to, costs incurred in returning property owned by the Municipality, or the Property to their original condition before the beginning of work on the development, costs incurred for entry on the Properties and performance of the Developer's obligations, and all

solicitors' fees and disbursements incurred in terminating or discharging this Development Agreement. Such expenses shall be payable by the Developer to the Municipality as a debt and may be recovered from the Developer by direct suit. The Developer shall pay interest on any sum so expended by the Municipality at the same monthly rate charged by the Municipality for tax arrears on the outstanding balance from time to time. Such interest shall be treated as an expense.

26.4 Enforcement of Decommission Plan

At the end of the operational life of a **Wind Energy Facility** or part thereof, occurring either at the choice of the Developer and/or Property Owner or for any other reason contemplated in this Agreement, and upon a finding by the Development Officer that the **Decommissioning Plan** has not been carried out in a way satisfactory to the Development Officer, the Development Officer may:

- a) Give notice to the Developer and/or Property Owner advising them of any steps necessary to complete the Decommission Plan and directing the Owner and/or Operator to take such steps to complete Decommissioning of the **Wind Energy Facility** within a reasonable period of time and at the Owner and/or Developer's expense.
- b) If the Developer and/or Property Owner does not abide by the direction of the Development Officer within a reasonable period of time after notice is given carry out any steps the Development Officer had deemed necessary to complete Decommission of the **Wind Energy Facility** on behalf of the Owner and/or Developer.
- c) The Municipality shall be entitled to call upon the **Decommissioning Bond** provided to cover the costs of decommission in accordance with the **Decommissioning Plan**.

- d) In the event the **Decommissioning Bond** does not cover the cost of decommissioning the Developer and/or Property Owner shall be and shall be jointly and severally responsible for the remaining costs and immediately payable upon demand by the Development Officer. Any costs not recovered shall form a lien against the Property or individual properties where work was carried out in accordance with s.507 of the Municipal Government Act, 1998 S.N.S. c. 18, as amended.

- e) If excess funds remain after the Decommissioning Bond is called upon to cover the costs of decommission in accordance with the Decommissioning Plan, these remaining funds shall be returned to the Developer.

26.5 Indemnity

The Developer shall at all times indemnify and save harmless the Municipality from and against all claims demands, loss, costs, damages, actions, suits or other proceedings by whomever made, sustained, or brought or prosecuted to the extent that the foregoing are based upon, occasioned by or attributable to any acts or occasions resulting from negligence by the Developer or its servants or agents or employees in the fulfilment of any of its obligations under this Agreement. The Developer hereby release the Municipality and in the absence of bad faith waives its right to claim against it for any loss or damages in connection with the Development, or with the negotiation, administration, or implementation of this Agreement, unless such loss or damage is caused by the negligence or breach of duty of the Municipality or its servants or agents.

27. TERM AND TERMINATION OF AGREEMENT

- a) This Agreement shall be in effect until discharged by resolution of the Council of the Municipality pursuant to the *Municipal Government Act*, whereupon the **Land Use By-law** shall apply to the Property.

- b) The Developer and Property Owners shall sign this Agreement within 180 calendar days from the date the appeal period lapses, or all appeals have

been abandoned or disposed of or the Agreement has been affirmed by the Nova Scotia Utility and Review Board, or the unexecuted Agreement shall be null and void.

- c) The Municipality may discharge this Agreement if the use described herein has not been commenced within thirty (30) months of the date of this Agreement.
- d) In this Agreement, the Development is deemed to have been commenced or started when a **Development Permit** for any part of the development has been issued.
- e) The Municipality may discharge this Agreement if construction of the Development or the use described herein is discontinued for twelve (12) months or longer.
- f) This Agreement shall enure to the benefit of and be binding upon the Municipality and its successors and assigns and shall enure to the benefit of and be binding upon the Developer, their heirs, executors, administrators, mortgagees, lessees, and assigns, and all subsequent owner or owners from time to time of the Property, until discharged.

28. NOTICE

Any notice to be given under this Development Agreement shall be made in writing and either served personally or forwarded by courier or by registered mail, postage prepaid:

if to the Municipality to:

Municipality of Cumberland
6 Main Street, PO Box 1000
Springhill, NS B0M 1X0
Attention: Greg Herrett, Chief Administrative Officer

And if to the Developer

Higgins Mountain Wind Farm Limited Partnership by its general partner Higgins Mountain Wind Farm General Partner Inc.
Suite 2150-745 Thurlow Street
Vancouver, BC V5C 0B3
Attention: James Houssian, Director

And if to the Property Owners to:

Northern Timber Nova Scotia Corporation

Payson Dobson Lumber Limited

Philip Adams and Sterling McLellan

Wayne MacCallum and Michael Johnson

29. COUNTERPARTS

This agreement 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.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, agents, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY BLANK –

SEE FOLLOWING PAGES FOR EXECUTION]

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

SIGNED, SEALED AND DELIVERED

In the presence of:

**Higgins Mountain Wind Farm
Limited Partnership by its
general partner Higgins
Mountain Wind Farm General
Partner Inc.**

Witness

Per:

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

SIGNED, SEALED AND DELIVERED

In the presence of:

Municipality of Cumberland

Witness

Mayor

Witness

Municipal Clerk

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

SIGNED, SEALED AND DELIVERED

In the presence of:

Northern Timber Nova Scotia Corporation

Witness

Per:

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

SIGNED, SEALED AND DELIVERED

In the presence of:

Payson Dobson Lumber Limited

Witness

Per:

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

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness

Philip Adams

Witness

Sterling McLellan

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

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness

Wayne K MacCallum

Witness

Michael R Johnson

AFFIDAVIT OF STATUS AND VERIFICATION

I, **Name** of **City**, in the County of **County** and Province of Nova Scotia, make oath and say as follows:

1. That I am the **Office/Position** of **Higgins Mountain Wind Farm Limited Partnership** (the “**Company**”) and except as otherwise stated, I have personal knowledge of the matters herein deposed to.
2. I am authorized to execute the foregoing instrument on behalf of the Company and thereby bind the Company.
3. I executed the foregoing instrument for and on behalf of the Company and have thereby bound the Company.
4. I acknowledge that the Company executed the foregoing instrument by its proper officer(s) duly authorized in that regard as of the date of this Affidavit. This acknowledgement is made pursuant to s. 31 of the *Registry Act*, R.S.N.S. 1989, c. 392 or s. 79 of the *Land Registration Act*, S.N.S. 2001 c.6, as the case may be, for the purpose of registering the instrument.
5. That the Company is not a non resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).
6. That for the purpose of this Affidavit, “matrimonial home” means the dwelling and real property occupied by a person and that person’s spouse as their family residence and that:
 - (a) Ownership of a share or an interest in a share of the Company does not entitle the owner of such share or interest to occupy a dwelling owned by the Company; and
 - (b) the lands described in the within Indenture have never been occupied as a dwelling by any of the shareholders and none of the shareholders have the right to occupy the dwelling as a matrimonial home pursuant to any agreement.

SWORN TO at Halifax, **in the Halifax Regional Municipality**, in the Province of **Nova Scotia**, this day of **January, 2024** before me,

A Barrister of the Supreme Court of Nova Scotia.

Name

AFFIDAVIT OF STATUS AND VERIFICATION

I, **Greg Herrett** of Amherst, in the County of Cumberland and Province of Nova Scotia, make oath and say as follows:

1. That I am the Chief Administrative Officer of **The Municipality of the County of Cumberland** (the “**Company**”) and except as otherwise stated, I have personal knowledge of the matters herein deposed to.
2. I am authorized to execute the foregoing instrument on behalf of the Company and thereby bind the Company.
3. I executed the foregoing instrument for and on behalf of the Company and have thereby bound the Company.
4. I acknowledge that the Company executed the foregoing instrument by its proper officer(s) duly authorized in that regard as of the date of this Affidavit. This acknowledgement is made pursuant to s. 31 of the *Registry Act*, R.S.N.S. 1989, c. 392 or s. 79 of the *Land Registration Act*, S.N.S. 2001 c.6, as the case may be, for the purpose of registering the instrument.
5. That the Company is not a non resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).
6. That for the purpose of this Affidavit, “matrimonial home” means the dwelling and real property occupied by a person and that person’s spouse as their family residence and that:
 - (a) Ownership of a share or an interest in a share of the Company does not entitle the owner of such share or interest to occupy a dwelling owned by the Company; and
 - (b) the lands described in the within Indenture have never been occupied as a dwelling by any of the shareholders and none of the shareholders have the right to occupy the dwelling as a matrimonial home pursuant to any agreement.

SWORN TO at _____, in the
County of _____, in the
Province of Nova Scotia, this
day of January, 2024 before me,

A Barrister of the Supreme Court of
Nova Scotia.

Greg Herrett, CAO

AFFIDAVIT OF STATUS AND VERIFICATION

I, **Name** of **City**, in the County of **County** and Province of Nova Scotia, make oath and say as follows:

1. That I am the **Office/Position** of **Northern Timber Nova Scotia Corporation** (the "**Company**") and except as otherwise stated, I have personal knowledge of the matters herein deposed to.
2. I am authorized to execute the foregoing instrument on behalf of the Company and thereby bind the Company.
3. I executed the foregoing instrument for and on behalf of the Company and have thereby bound the Company.
4. I acknowledge that the Company executed the foregoing instrument by its proper officer(s) duly authorized in that regard as of the date of this Affidavit. This acknowledgement is made pursuant to s. 31 of the *Registry Act*, R.S.N.S. 1989, c. 392 or s. 79 of the *Land Registration Act*, S.N.S. 2001 c.6, as the case may be, for the purpose of registering the instrument.
5. That the Company is not a non resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).
6. That for the purpose of this Affidavit, "matrimonial home" means the dwelling and real property occupied by a person and that person's spouse as their family residence and that:
 - (a) Ownership of a share or an interest in a share of the Company does not entitle the owner of such share or interest to occupy a dwelling owned by the Company; and
 - (b) the lands described in the within Indenture have never been occupied as a dwelling by any of the shareholders and none of the shareholders have the right to occupy the dwelling as a matrimonial home pursuant to any agreement.

SWORN TO at _____, in the
County of _____, in the
Province of **Nova Scotia**, this
day of **January, 2024** before me,

A Barrister of the Supreme Court of
Nova Scotia.

Name

AFFIDAVIT OF STATUS AND VERIFICATION

I, **Name** of **City**, in the County of **County** and Province of Nova Scotia, make oath and say as follows:

- 7. That I am the **Office/Position** of **Payson Dobson Lumber Limited** (the “**Company**”) and except as otherwise stated, I have personal knowledge of the matters herein deposed to.
- 8. I am authorized to execute the foregoing instrument on behalf of the Company and thereby bind the Company.
- 9. I executed the foregoing instrument for and on behalf of the Company and have thereby bound the Company.
- 10. I acknowledge that the Company executed the foregoing instrument by its proper officer(s) duly authorized in that regard as of the date of this Affidavit. This acknowledgement is made pursuant to s. 31 of the *Registry Act*, R.S.N.S. 1989, c. 392 or s. 79 of the *Land Registration Act*, S.N.S. 2001 c.6, as the case may be, for the purpose of registering the instrument.
- 11. That the Company is not a non resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).
- 12. That for the purpose of this Affidavit, “matrimonial home” means the dwelling and real property occupied by a person and that person’s spouse as their family residence and that:
 - (a) Ownership of a share or an interest in a share of the Company does not entitle the owner of such share or interest to occupy a dwelling owned by the Company; and
 - (b) the lands described in the within Indenture have never been occupied as a dwelling by any of the shareholders and none of the shareholders have the right to occupy the dwelling as a matrimonial home pursuant to any agreement.

SWORN TO at _____, in the
County of _____, in the
Province of **Nova Scotia**, this
day of **January, 2024** before me,

A Barrister of the Supreme Court of
Nova Scotia.

Name

AFFIDAVIT OF STATUS

We, **Philip Adams and Sterling McLellan**, of Amherst, in the County of Cumberland, Province of Nova Scotia, make oath and say as follows:

1. That I am one of the Property Owners in the foregoing Development Agreement and I am of the full age of nineteen (19) years.
2. That I am now, and intend to be at the date of closing, a resident of Canada within the meaning of the *Income Tax Act* (Canada).
3. I acknowledge that I executed the foregoing instrument under seal on the date of this affidavit. This acknowledgment is made pursuant to s. 31 of the *Registry Act*, R.S.N.S. 1989, c. 392 or s. 79 of the *Land Registration Act* as the case may be, for the purpose of registering the instrument.
4. That for the purpose of this my Affidavit, "spouse" means either of a man or a woman who:
 - (a) are married to each other;
 - (b) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity;
 - (c) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or have cohabited within the preceding year; or
 - (d) have made a registered domestic partner declaration in accordance with Section 53 of the *Vital Statistics Act*.
5. That, as of the date hereof, I am not a spouse; and, with respect to the within property, I have no former spouse or former domestic partner with matrimonial rights thereto.

SWORN TO at _____, in the
County of _____, in the
Province of Nova Scotia, this
day of _____, 2024, before
me

Philip Adams

Sterling McLellan

A Barrister of the Supreme Court of
Nova Scotia.

AFFIDAVIT OF STATUS

We, **Wayne K MacCallum and Michael R Johnson**, of Higgins Mountain, in the County of Cumberland, Province of Nova Scotia, make oath and say as follows:

1. That I am one of the Property Owners in the foregoing Development Agreement and I am of the full age of nineteen (19) years.
2. That I am now, and intend to be at the date of closing, a resident of Canada within the meaning of the *Income Tax Act* (Canada).
3. I acknowledge that I executed the foregoing instrument under seal on the date of this affidavit. This acknowledgment is made pursuant to s. 31 of the *Registry Act*, R.S.N.S. 1989, c. 392 or s. 79 of the *Land Registration Act* as the case may be, for the purpose of registering the instrument.
4. That for the purpose of this my Affidavit, "spouse" means either of a man or a woman who:
 - (a) are married to each other;
 - (b) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity;
 - (c) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or have cohabited within the preceding year; or
 - (d) have made a registered domestic partner declaration in accordance with Section 53 of the *Vital Statistics Act*.
5. That, as of the date hereof, I am not a spouse; and, with respect to the within property, I have no former spouse or former domestic partner with matrimonial rights thereto.

SWORN TO at _____, in the County of _____, in the Province of Nova Scotia, this day of _____, 2024, before me

Wayne K MacCallum

A Barrister of the Supreme Court of Nova Scotia.

Michael R Johnson

AFFIDAVITS OF EXECUTION

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2023, 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 **Higgins Mountain Wind Farm Limited Partnership**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be hereunto affixed in their presence.

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2023, 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 **The Municipality of the County of Cumberland**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be hereunto affixed in their presence.

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2023, 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 **Northern Timber Nova Scotia Corporation**, one of the parties
thereto, caused the same to be executed in its name and on its behalf and its corporate
seal to be hereunto affixed in their presence.

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2023, 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 **Payson Dobson Lumber Limited**, one of the parties thereto,
signed, sealed and delivered the same in their presence.

A BARRISTER OF THE SUPREME
COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2023, 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 **Philip Adams**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be hereunto affixed in their presence.

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2023, 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 **Sterling McLellan**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be hereunto affixed in their presence.

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2023, 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 **Wayne K MacCallum**, one of the parties thereto, signed, sealed and delivered the same in their presence.

A BARRISTER OF THE SUPREME
COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2023, 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 **Michael R Johnson**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be hereunto affixed in their presence.

A COMMISSIONER OF THE SUPREME

COURT OF NOVA SCOTIA

Schedule A – Description of Leased Lands

1. PID 25267428

ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being at Higgins Mountain, Cumberland County, more particularly bounded and described as follows:

BEGINNING at Crown post 270, located on the Southern boundary of lands herein described and being the northwestern boundary of lands now or formerly of Nova Scotia Natural Resources;

THENCE 69 degrees, 35 minutes, 26 seconds along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 234.34 meters, to post and stones MB1;

THENCE 66 degrees, 23 minutes, 10 seconds along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 338.09 metres, to post and stones MB4;

THENCE South 89 degrees, 29 minutes, East, Magnetic 1944 along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 11.91 chains, to post and stones MB5;

THENCE 65 degrees, 33 minutes, 19 seconds along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 577.693 metres, to post and stones Sn299;

THENCE 48 degrees, 22 minutes, 57 seconds along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 174.788 metres, to post and stones Sn300;

THENCE 337 degree, 02 minutes, 54 seconds along the Western boundary of lands now or formerly of Nova Scotia Natural Resources, a distance of 157.996 metres, to Crown post 895;

THENCE North 01 degree, 30 minutes, East, Magnetic 1962 along the Western boundary of Nova Scotia Natural Resources lands, a distance of 29.65 chains to Crown post 891;

THENCE 337 degrees, 54 minutes, 14 seconds along the Western boundary of lands now or formerly of Lorena Jean Hall, a distance of 791.24 metres, to post and stones Sn408;

THENCE 67 degrees, 33 minutes, 51 seconds along the Northern boundary of Hall lands, a distance of 442.595 meters, to a Road post located on the Eastern boundary of Trunk 4 Highway;

THENCE following along the Eastern boundary of Trunk 4 in a Northerly direction to a Road Post, said post being , 340 degrees, 00 minutes, 11 seconds a tie distance of 1,248.005 metres to a Road post;

THENCE 251 degrees, 07 minutes, 57 seconds along the Southern boundary of lands now or formerly of Old Town Realty Limited, a distance of 317.794 metres, to post and stones Sn302, located on the Western boundary of the Canadian National Railway;

THENCE following along the Western boundary of said railway in a Northerly direction to a post and stones Sn303, being 345 degrees, 03 minutes, 12 seconds a tie distance of 742.310 metres, from post and stones Sn302;

THENCE 250 degrees, 53 minutes, along the Southern boundary of lands now or formerly of Nova Scotia Natural Resources, a distance of 586.002 metres, to post and stones MB9 and Sn285;

THENCE North 04 degrees, 18 minutes, East, Magnetic 1948, along the Western boundary of Nova Scotia Natural Resources lands, a distance of 48.18 chains, to post and stones MB10 and Crown post 880;

THENCE South 84 degrees, 58 minutes, East, Magnetic 1948, along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 6.07 chains, to post and stones MB11;

THENCE North 04 degrees, 12 minutes, East, Magnetic 1948, along the Western boundary of lands now or formerly of Jamie K. Letcher, lands now or formerly of Alonzo and Doris Fletcher and lands now or formerly of Derrick K. Lockhart and Tracy M. Patriquin, a distance of 55.03 chains, to post and stones MB12;

THENCE North 83 degrees, 30 minutes West, Magnetic 1948, along the Southern boundary of lands now or formerly of Fred W. MacNaughton, Joan Lulla Black, Elizabeth Robb, Eleanor Sanford, Edmund George Smith, James Michael Smith, Thomas Alfred Smith, Ronald Wendell Smith, Stephen Hawley Smith, Joan Luella MacNaughton, Elizabeth Hemeon Robb, and Kenneth Ian, a distance of 19.18 chains, to post and stones MB13;

THENCE North 36 degrees, 15 minutes, East, Magnetic 1948, along the Western boundary of lands of Fred W. MacNaughton, Joan Lulla Black, Elizabeth Robb, Eleanor Sanford, Edmund George Smith, James Michael Smith, Thomas Alfred Smith, Ronald Wendell Smith, Stephen Hawley Smith, Joan Luella MacNaughton, Elizabeth Hemeon Robb, and Kenneth Ian, a distance of 14.20 chains, to post and stones MB14;

THENCE North 32 degrees, 40 minutes, East, Magnetic 1977, along the Western boundary of lands now or formerly of Project Management Limited, a distance of 32.04 chains, to Scott survey marker 3544;

THENCE 252 degrees, 32 minutes, 08 seconds along the Southern boundary of lands now or formerly of Northern Timber Nova Scotia Corporation, a distance of 36.16 chains, to Scott survey marker 3543;

THENCE 202 degrees, 46 minutes, 11 seconds along the Western boundary of Northern Timber Nova Scotia Corporation lands, a distance of 16.92 chains, to Scott survey marker 3542;

THENCE North 84 degrees, 30 minutes, West, Magnetic 1977, along the Southern boundary of lands now or formerly of Payson Dobson Lumber Limited, a distance of 32.94 chains to a post;

THENCE North 84 degrees, 45 minutes, West, Magnetic 1977, along the Southern boundary of Payson Dobson Lumber Limited lands, a distance of 22.58 chains, to Scott survey marker 3541;

THENCE South 35 degrees, 30 minutes, West, Magnetic 1977, along the Eastern boundary of Payson Dobson Lumber Limited lands, a distance of 14.51 chains, to Scott survey marker 3540;

THENCE North 88 degrees, 45 minutes, West, Magnetic 1977, along the Southern boundary of Payson Dobson Lumber Limited lands, a distance of 24.70 chains, to Scott survey marker 3539;

THENCE South 02 degrees, 30 minutes, West, Magnetic 1977, along the Eastern boundary of lands now or formerly of Patricia A. Adams and Rodney H. Adams, a distance of 21.65 chains, to post and stones MB17;

THENCE South 03 degrees, 33 minutes West, Magnetic 1948, along the Eastern boundary of lands now or formerly of Harold L. Rushton and Lela Margaret E. Rushton, a distance of 20.20 chains, to post and stones MB18;

THENCE North 87 degrees, 16 minutes, West, Magnetic 1948, along the Southern boundary of Rushton lands, a distance of 24.37 chains, to post and stones MB19;

THENCE South 03 degrees, 37 minutes, West, Magnetic 1948, along the Eastern boundary of lands now or formerly of Patricia A. Adams and Rodney H. Adams, lands now or formerly of Philip Rushton and Sterling McLean, and unknown lands, a distance of 79.74 chains, to post and stones MB20;

THENCE North 88 degrees, 09 minutes, West, Magnetic 1948, along the Southern boundary of unknown lands, a distance of 58.95 chains more or less, to post and stones MB21 located on the Western boundary of the Higgins Mountain Road;

THENCE following along the Higgins Mountain Road in a Northeasterly and Northerly direction to post and stones MB22, being North 32 degrees, 08 minutes, East, Magnetic 1948, a tie distance of 13.46 chains, from post and stones MB21;

THENCE North 86 degrees, 53 minutes, West, Magnetic 1948, along the Southern boundary of lands now or formerly of Wayne K. MacCallum and Michael R. Johnson, a distance of 46.47 chains, to post and stones MB23;

THENCE North 88 degrees, 37 minutes, West, Magnetic 1977, along the Southern boundary of lands now or formerly of Ralph O. Brown and Eleanor Jean Brown, a distance of 31.59 chains, to Scott survey marker 3791;

THENCE South 01 degrees, 21 minutes, West, Magnetic 1979, along the Eastern boundary of lands now or formerly of Bragg Lumber Company Limited, a distance of 15.55 chains, to Scott survey marker 3792;

THENCE North 88 degrees, 49 minutes, West, Magnetic 1979, along the Southern boundary of Bragg Lumber Company Limited lands, a distance of 15.59 chains, to Scott survey marker 3793;

THENCE North 32 degrees, 33 minutes, West, Magnetic 1979, along the South Western boundary of Bragg Lumber Company Limited lands, a distance of 8.25 chains, to Scott survey marker 3794;

THENCE North 02 degrees, 59 minutes, East, Magnetic 1979, along the Western boundary of Bragg Lumber Company Limited lands, a distance of 8.76 chains, to post and stones MB26;

THENCE North 87 degrees, 39 minutes, West, Magnetic 1948, along the Southern boundary of Brown lands, a distance of 52.73 chains, to post and stones MB27;

THENCE South 00 degrees, 15 Minutes, West, Magnetic 1948, along the Eastern boundary of lands now or formerly of Robert and Cara Murray, lands now or formerly of Bragg Lumber Company Limited, a distance of 132.25 chains, to Crown Post 2 and post and stones MB28;

THENCE South 01 degrees, 16 minutes, West, Magnetic 1948, along the Eastern boundary of lands now or formerly of Nova Scotia Natural Resources, a distance of 41.54 chains, to Crown Post 3 and post and stones MB29;

THENCE 233 degrees, 26 minutes, along the Southern boundary of Nova Scotia Natural Resources lands, a distance of 1,456.658 metres, to Crown Post marker 4;

THENCE 232 degrees, 31 minutes, 19 seconds along the Southern boundary of Nova Scotia Natural Resources lands and lands now or formerly of Cecil and Bertha Smith, a distance of 1,883.34 metres, to Scott survey marker 4860;

THENCE 150 degrees, 02 minutes, 01 seconds along the Eastern boundary of lands now or formerly of Jack and Evelyn Patriquin and Myles and Georgina Ruston a distance of 119.88 metres to an iron bar;

THENCE 150 degrees, 02 minutes, 01 seconds along the Eastern boundary of lands now or formerly of Myles L. Rushton and Georgina A. Rushton, a distance of 119.979 metres, to Scott survey marker 4861;

THENCE 174 degrees, 04 minutes, 59 seconds along the Eastern boundary of lands now or formerly of John T. Patriquin, a distance of 376.038 metres, to a point;

THENCE 244 degrees, 45 minutes, 38 seconds along the Northern boundary of lands now or formerly of Northern Timber Nova Scotia Corporation, a distance of 8,522.086 metres, to Crown survey marker 270 and post and stones Sn2 and being the Place of Beginning.

CONTAINING 9,790 acres, more or less.

Unless otherwise stated, bearings are Grid, based on the Nova Scotia Co-ordinate System, 3 degree MTM projection, Zone 5, Central Meridian, 64 degrees, 30 minutes West Longitude, 1979 adjustment.

SAVING AND EXCEPTING all lands East of the Railway, including said Railway.

ALSO SAVING AND EXCEPTING all lands West of the Higgins Road, including the Higgins Road.

SUBJECT TO A UTILITY EASEMENT in favor of Nova Scotia Power Commission recorded April 5, 1973 at the Cumberland County Land Registration Office in Book 298, at Page 437.

ALSO SUBJECT TO A UTILITY EASEMENT in favor of Nova Scotia Power Incorporated recorded April 13, 2007 at the Cumberland County Land Registration Office as Document No. 87589702.

Subject to a utility interest in favour of Nova Scotia Power Inc. as described in the Grant of Easement recorded as Document Number 98811855 on July 28, 2011.

The parcel is exempt from the subdivision provisions of Part IX of the Municipal Government Act because it is a de facto consolidation recorded in Cumberland County as Document Number 96813333.

2. PID 25267410

ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being at Higgins Mountain, Cumberland County, more particularly bounded and described as follows:

BEGINNING at Crown post 270, located on the Southern boundary of lands herein described and being the northwestern boundary of lands now or formerly of Nova Scotia Natural Resources;

THENCE 69 degrees, 35 minutes, 26 seconds along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 234.34 meters, to post and stones MB1;

THENCE 66 degrees, 23 minutes, 10 seconds along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 338.09 metres, to post and stones MB4;

THENCE South 89 degrees, 29 minutes, East, Magnetic 1944 along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 11.91 chains, to post and stones MB5;

THENCE 65 degrees, 33 minutes, 19 seconds along the Northern boundary of Nova Scotia Natural

Resources lands, a distance of 577.693 metres, to post and stones Sn299;

THENCE 48 degrees, 22 minutes, 57 seconds along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 174.788 metres, to post and stones Sn300;

THENCE 337 degree, 02 minutes, 54 seconds along the Western boundary of lands now or formerly of Nova Scotia Natural Resources, a distance of 157.996 metres, to Crown post 895;

THENCE North 01 degree, 30 minutes, East, Magnetic 1962 along the Western boundary of Nova Scotia Natural Resources lands, a distance of 29.65 chains to Crown post 891;

THENCE 337 degrees, 54 minutes, 14 seconds along the Western boundary of lands now or formerly of Lorena Jean Hall, a distance of 791.24 metres, to post and stones Sn408;

THENCE 67 degrees, 33 minutes, 51 seconds along the Northern boundary of Hall lands, a distance of 442.595 meters, to a Road post located on the Eastern boundary of Trunk 4 Highway;

THENCE following along the Eastern boundary of Trunk 4 in a Northerly direction to a Road Post, said post being , 340 degrees, 00 minutes, 11 seconds a tie distance of 1,248.005 metres to a Road post;

THENCE 251 degrees, 07 minutes, 57 seconds along the Southern boundary of lands now or formerly of Old Town Realty Limited, a distance of 317.794 metres, to post and stones Sn302, located on the Western boundary of the Canadian National Railway;

THENCE following along the Western boundary of said railway in a Northerly direction to a post and stones Sn303, being 345 degrees, 03 minutes, 12 seconds a tie distance of 742.310 metres, from post and stones Sn302;

THENCE 250 degrees, 53 minutes, along the Southern boundary of lands now or formerly of Nova Scotia Natural Resources, a distance of 586.002 metres, to post and stones MB9 and Sn285;

THENCE North 04 degrees, 18 minutes, East, Magnetic 1948, along the Western boundary of Nova Scotia Natural Resources lands, a distance of 48.18 chains, to post and stones MB10 and Crown post 880;

THENCE South 84 degrees, 58 minutes, East, Magnetic 1948, along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 6.07 chains, to post and stones MB11;

THENCE North 04 degrees, 12 minutes, East, Magnetic 1948, along the Western boundary of lands now or formerly of Jamie K. Letcher, lands now or formerly of Alonzo and Doris Fletcher and lands now or formerly of Derrick K. Lockhart and Tracy M. Patriquin, a distance of 55.03 chains, to post and stones MB12;

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THENCE North 36 degrees, 15 minutes, East, Magnetic 1948, along the Western boundary of lands of Fred W. MacNaughton, Joan Lulla Black, Elizabeth Robb, Eleanor Sanford, Edmund George Smith, James Michael Smith, Thomas Alfred Smith, Ronald Wendell Smith, Stephen Hawley Smith, Joan Luella MacNaughton, Elizabeth Hemeon Robb, and Kenneth Ian, a distance of 14.20 chains, to post and stones MB14;

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THENCE North 84 degrees, 45 minutes, West, Magnetic 1977, along the Southern boundary of Payson Dobson Lumber Limited lands, a distance of 22.58 chains, to Scott survey marker 3541;

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THENCE North 88 degrees, 09 minutes, West, Magnetic 1948, along the Southern boundary of unknown lands, a distance of 58.95 chains more or less, to post and stones MB21 located on the Western

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THENCE 150 degrees, 02 minutes, 01 seconds along the Eastern boundary of lands now or forMerly Myles L. Rushton and Georgina A. Rushton, a distance of 119.979 metres, to Scott survey marker 4861;

THENCE 174 degrees, 04 minutes, 59 seconds along the Eastern boundary of lands now or forMerly of John T. Patriquin, a distance of 376.038 metres, to a point;

THENCE 244 degrees, 45 minutes, 38 seconds along the Northern boundary of lands now or formerly of Northern Timber Nova Scotia Corporation, a distance of 8,522.086 metres, to Crown survey marker 270 and post and stones Sn2 and being the Place of Beginning.

CONTAINING 9,790 acres, more or less.

Unless otherwise stated, bearings are Grid, based on the Nova Scotia Co-ordinate System, 3 degree MTM projection, Zone 5, Central Meridian, 64 degrees, 30 minutes West Longitude, 1979 adjustment.

SAVING AND EXCEPTING all lands East of the Higgins Road, including the Higgins Road.

TOGETHER WITH A RIGHT OF WAY BENEFIT as described in a Deed recorded in the Cumberland County Registry of Deeds Office on January 25, 1978 in Book 361, at Page 819, specifically at Lot 8 on Schedule A of said Deed and shown on Plan No. P-888 recorded on August 25, 1977.

The parcel is exempt from the subdivision provisions of Part IX of the Municipal Government Act because it is a de facto consolidation recorded in Cumberland County as Document Number 96813333.

3. PID 25360041

No legal description in Property Online.

4. PID 25088725

ALL that certain lot or parcel of land and premises situate, lying and being in the District of Westchester in the County of Cumberland and Province of Nova Scotia, known as the Adams lot and bounded and described as follows:

ON the east side of the road leading from Greenville to Acadia Mines;

BEGINNING at the Birch tree at the southwest corner of a lot of land occupied by William Works (now owned by the Great Canadian Cranberry Company Limited) and running easterly by the south side of the said Great Canadian Cranberry Company Limited lot Fifty (50) chains to lands of Northern Timber Nova Scotia Corporation;

THENCE southerly Twenty chains to the north arm of a lot once occupied by Charles Stevens (now known as PID 25360041);

THENCE westerly Fifty (50) chains on the north line of said Charles Stevens lot to the said road;

THENCE northerly by the east side of the said road Twenty two (22) chains to the place of beginning, containing One hundred (100) acres more or less.

BEING the same lands as were conveyed from Russell Lynds and Elizabeth Lynds, his wife to Phillip Adams and Sterling McLellan by deed dated the 21st day of November, 1975 and recorded at the Registry of Deeds Office at Amherst, NS on the 27th day of November, 1975 in Book 335 at Page 885 as Document 500489037.

SUBJECT TO an Easement to the Nova Scotia Power Commission dated the 13th day of March, 1973 and recorded at the Registry of Deeds Office at Amherst, NS on the 5th day of April, 1973 in Book 298 at Page 431 as Document 500480152.

SUBJECT TO an Easement to Maritime Telegraph and Telephone Company, Limited dated the 3rd day of December, 1991 and recorded at the Registry of Deeds Office at Amherst, NS on the 14th day of February, 1992 in Book 578 at Page 458 as Document 876.

*** Municipal Government Act, Part IX Compliance ***

Not Subject To:

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

5. PID 25088733

SCHEDULE "A"

ALL that certain lot, piece or parcel of land, situate, lying and being at Higgins Mountain, in the County of Cumberland and Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING at a wooden post on the western boundary of the Higgins Mountain Road at the Northeast corner of the lands of the Mersey Pulp and Paper Company;

THENCE Westerly along the Northern boundary of the Mersey Pulp and Paper Company lands a distance of forty-six (46) chains, fifty-five (55) links to a wooden post and an iron post on the Eastern bounds of lands of Ralph Brown;

THENCE Northerly along the Eastern bounds of lands of Ralph Brown and continuing along the Eastern bounds of lands of Scott Paper a total distance of forty-six (46) chains, forty-six (46) links to an iron post on the Southern bounds of lands of Emma. Lynds;

THENCE Easterly along the southern bounds of lands of Emma Lynds and following a white painted line a distance of thirty-three (33) chains and two (2) links to a wooden post on the Western bounds of lands of Orland Webb;

THENCE Southerly along the Western bounds of lands of Orland Webb a distance of eighteen (18) chains to an iron post at the Southwestern corner of lands of Orland Webb;

THENCE Easterly along the Southern bounds of lands of Orland Webb a distance of eleven (11) chains thirty-one (31) links to an iron post on the Western bounds of the Higgins Mountain Road;

THENCE Southerly along the Western bounds of the Higgins Mountain Road a distance of twenty-three (23) chains, fifty-eight (58) links to the Northwestern corner of the Mersey Pulp and Paper lands, being the point and place of beginning;

TO CONTAIN one hundred and seventy (170) acres more or less .

AND BEING the one hundred (100) acre Dotten lot and contained in a deed from Thomas Lynds and wife, Emma Lynds to Russell Lynds and Elizabeth Lynds dated March 27, 1967 and recorded at Amherst, in Book 247 at page 11. And being the remaining seventy (70) acres from the Arthur Rushton lot and contained in a deed from Frank Gerald Doyle and Kathleen Doyle to Russell Lynds dated December 14, A.D. 1959 recorded at Amherst in Book 224 at page 449.

Schedule B – Site Plan

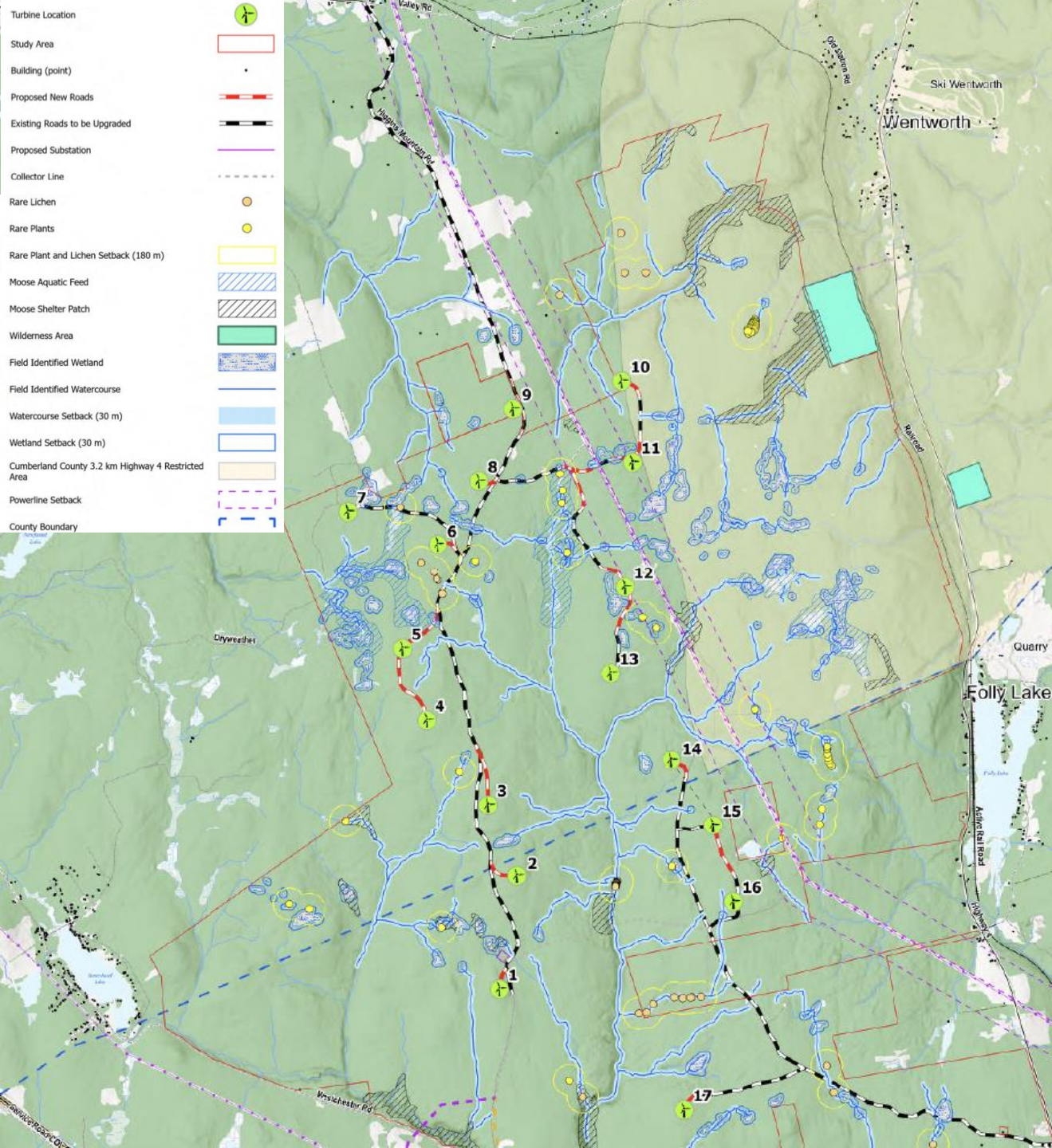
HIGGINS MOUNTAIN WIND FARM PROJECT

CUMBERLAND COUNTY DEVELOPMENT AGREEMENT PUBLIC HEARING

NEED FOR THE HIGGINS MOUNTAIN WIND PROJECT

- Higgins Mountain Wind Farm LP is a partnership between Sipekne'katik First Nation, Elemental Energy, Higgins Mountain Wind Holdings to construct and operate the Higgins Mountain Wind Project.
- In August 2022 Higgins Wind awarded power purchase agreement under the Rate Based Procurement (RBP) to deliver 100 MW low-cost, renewable electricity to Nova Scotia Power's electrical grid.
- Purpose of the RBP call for power was to support Nova Scotia with its goal of achieving a 53% reduction in GHG emissions by 2030 and achieving net-zero GHG emissions by 2050.
- In addition to delivering low-cost electricity the Project is supporting the Nova Scotia government's initiative to fight climate change, create new jobs and encourage investment into rural Nova Scotia communities.





PROJECT OVERVIEW AND HIGHLIGHTS

- 17 x 5.9 MW turbines, with 12 turbines located in Cumberland County.
- Closest turbines located:
 - > 3.2 km from Hwy 4 (restricted overlay)
 - > 4 km from Sutherland Lake
 - > 5 km from Ski Wentworth
 - > 6 km from Westchester Station
- Main Construction access to the site will be from Tower Road (from Hwy 4 and Hwy 104).
- Majority of the site roads are existing, with new spur roads required to access turbine locations.
- Geotechnical Investigations completed in summer 2023, and vegetation clearing for access roads, turbine pads and laydown areas complete Dec 2023.
- Project construction anticipated to start in May 2024, with operations beginning in late 2025 / early 2026

ENGAEMENT HAS INFORMED COMMUNITY INTERESTS AND VALUES

Community engagement has informed our approach and design of the Project

Work with the community and stakeholders to identify opportunities to meet and methods to which they would like to be engaged on the project:

- >20 Community Liaison Committee meetings and 6 Project Information Session meetings completed to date. Committed to hosting annual Project Information Sessions through construction and early project operations.
- Meetings with community groups, individuals, local businesses and landowners
- Meetings with federal, provincial and municipal government, including mayor and council
- Latest project information is updated regularly on our website (www.higginswind.com)

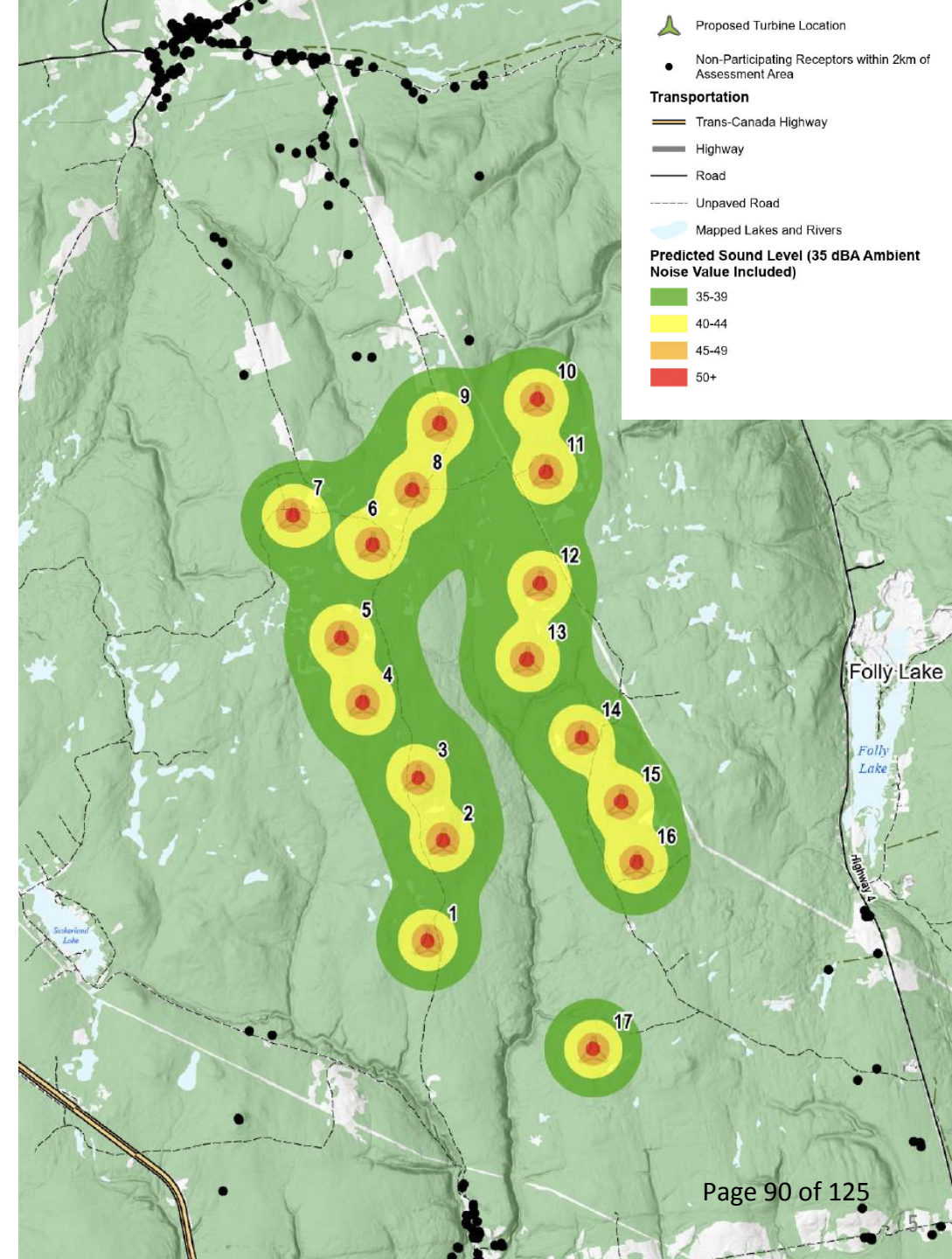
Areas of interest raised through community engagement

- **Impacts to quality of life and health** – visual impacts, noise impacts and shadow flicker
- **Impacts to land use and values** – recreational activities (trails and hunting), tourism, cultural activities and land values
- **Impacts to Flora and Fauna** – impacts to mainland moose, species of conservation interest, old forest, habitat fragmentation, and impacts to aquatic habitats associated with wetlands and creeks



DESIGN RESPONSIVE TO COMMUNITY CONCERNS

- Turbines sited to maximize wind energy resource capture while minimizing visual and noise impacts to resident dwellings and community viewpoints.
- Turbines sited to avoid sensitive environmental resources (wetland and creeks), avoid important habitat types (moose shelter and aquatic feeding habitats), avoid locations of rare plants and lichens, and minimize further habitat fragmentation habitats (reuse existing roads).
- Communicated with local hunters and snowmobile groups to discuss potential impacts to recreational activities in the Project area. Committed to maintaining snowmobile trail access through Project construction and operations.
- Developed a Complaint Response Plan that will be publicly available to ensure transparency on how we will receive and respond to any questions and complaints raised by the community through construction and operations.



HIGGINS WIND PROVIDING MEANINGFUL BENEFITS



GHG REDUCTIONS

Offset **~200,000 tCO₂e/year** of coal-fired generation in Nova Scotia in first year of operations.



LOW-COST ELECTRICITY

Low-cost, fixed price clean electricity for the Province of Nova Scotia.



EMPLOYMENT

~100 jobs created during construction and **~6-10 full time jobs** throughout operations.



LOCAL CONTRACTING

Project proponents have a track record of hiring local contractors.



TAX REVENUE

~\$565,000 per year in estimated property taxes for Cumberland County which escalates annually.



COMMUNITY INITIATIVES

Committed to establishing a **~\$100,000** per year community benefit fund.



CAPACITY BUILDING

Comprehensive capacity building plan with Sipekne'katik First Nation including employment, contracting, O&M jobs and business mentorship.



EDUCATION

Education and training events planned. Capacity building agreement includes annual bursaries to Sipekne'katik First Nation.



COMMUNITY BENEFIT PROGRAM

Higgins Mountain Wind has committed to establishing a Community Benefits Program (CBP) to benefit communities located in close proximity to the Project:

- \$100,000 per year to be allocated beginning after first year of commercial operations
- Eligible applicants must be not-for-profit and / or charitable organizations based in the municipalities of Cumberland and Colchester. Mi'kmaq Nations of Nova Scotia may also be eligible applicants where initiatives or interests are located near the proposed Project Area.
- Annual CBP funding allocation decisions will be made collectively with the Community Liaison Committee, where funding may be allocated in the following CBP funding allocation types:
 - Annual cash grants - eligible applicants to for annual grand program
 - Community benefit legacy commitments – multi-year commitments to support capital investments by a community group
 - Sponsorships or other "in kind" support





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Trent MacDonald

Project Manager
Elemental Energy
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Jon Turner

Development Consultant
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PROJECT SCHEDULE AND KEY ACTIVITIES

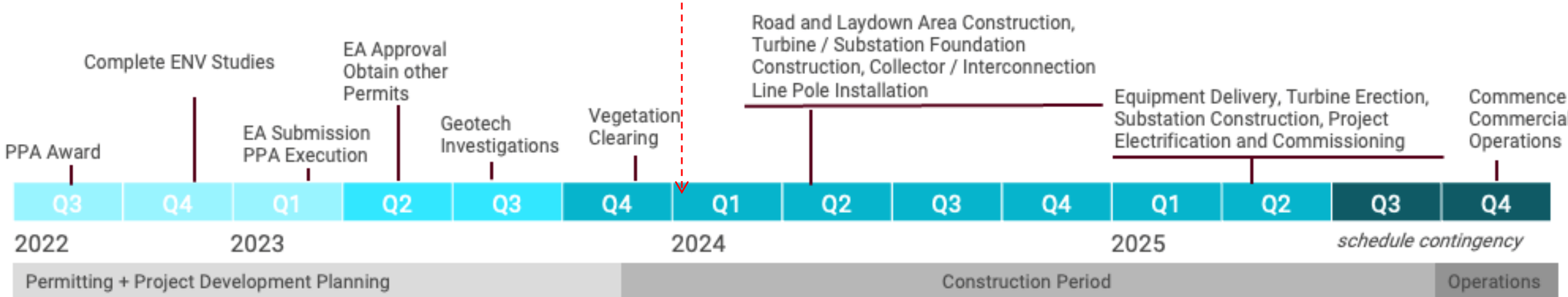
2024 Construction Season:

- Construction to start mid April 2024 and continue through end of 2024
- Major activities include building roads, turbine pads and foundations for turbines and the switchyard.
- Additional vegetation clearing for collector lines and transmission line

2025 Construction Season:

- Delivery of major equipment components, turbine erection, construction of collector lines, switchyard, transmission line and point of interconnection
- Project electrification and commissioning of equipment.

2025 to 2050 (and beyond) - Commercial Operations Period



MEMORANDUM

TO: Mayor Scott and Members of Council

FROM: Glen Boone, Director of Development and Planning

DATE: January 26th, 2024

RE: **Letter from Protect Wentworth Vally Committee in respect to Higgins Wind Farm-
Elemental Energy Development Agreement**

As requested by Council we have solicited response from Elemental Energy in respect to the letter received from Protect Wentworth Valley Committee (PWVC). In addition, Staff have provided this memo to address the letter from PWVC in respect to municipal responsibility under the planning process.

Elemental Energy is providing their own comments on the letter from PWVC and that information is attached here.

The below will address each section of the PWVC letter:

1. The Municipality of Cumberland (MCC) development and planning staff will be inspecting the project during all stages of the development and construction. Inspections will occur as per the requirements of both the development and permits that are part of the regular permitting process. Compliance with the Development Agreement (DA) will be ensured and once the wind Farm is approaching full operation a complete review of the project and requirements under the DA will be conducted. There is **no** requirement for an annual inspection and staff will normally respond to any complaints or inquiries with a site visit. It should be noted that the NS Department of Environment is responsible for overseeing the approved Environmental Assessment (EA) approval for the project and the MCC has no jurisdiction in this regard. We have required the approved EA be in place as part of the Development Agreement. Any Defaults under the DA have a mechanism to address the same in the document.
2. The Community Benefit Program amount as proposed by the proponent we deem appropriate and adequate for the project. The proponent has been very open with the level of funds proposed in several public sessions they have held. This amount has been discussed directly with their Community Liaison Committee (CLC) as well. The MCC has received no input throughout the municipal planning process in this regard. Staff have noted the proposed amount in all staff reports and presentations and detailed this at the Public Hearing. The Development Agreement has details around how the funds are directed and we require an annual report to show approvals and disbursements.

3. Staff have developed a process for the Community Benefit Program within the Development Agreement. We feel the process is best served by the proponent and their local CLC or future designate to review and approve funding requests under the program. The MCC will receive an annual report as noted above to ensure the program is functioning properly. Holding and administering these funds has never been the intent of the Development Agreement process. This has been clearly presented in all reports and discussed at the Public Hearing.

4. The MCC has a process in place for dealing with all complaints and inquires through the use of our E11 system. Development and Planning Staff will follow up on any inquiries to ensure compliance with not only the permits issued but the DA as a whole. The proponent has provided the MCC with a copy of the complaint process procedures. Elemental is required to have this process and mechanism to address complaints in place as part of their Provincial Environmental Assessment approval. The Development Agreement Staff feel addresses this concern.

Mayor and Council

Municipality of the County of Cumberland

Sent via E-mail January 23,2024

Re Development Agreement Higgins Mountain Wind Farm Limited Partnership

Dear Mayor and Council

We acknowledge and regret that we were not in attendance at the January 10 public meeting scheduled for public response and submissions regarding the Development agreement(agreement) between Higgins Mountain Wind Farm Limited Partnership (Higgins) and The Municipality of the County of Cumberland (the County). We only became aware of the public meeting yesterday (January 22,2024). We deeply regret that there was no public representation at the meeting on January 10 to provide community response to this critical development agreement which will provide guidance, oversight and commitments directing this project and use of land for the next 25 years. We do take responsibility for the” miss” on our part which we can only attribute to timing related to the holiday season and some confusion we had related to where the notice of meeting would be advertised. The Mayor and Council have no obligation to acknowledge our concerns and comments with respect to the agreement since we have missed our opportunity at the public meeting. We are hoping that given the importance and long-term impact on the community that the Mayor and Council do give some consideration to this submission prior to approval of the agreement in its current form.

Our comments with respect to the agreement include:

1. The **monitoring and enforcement** of the compliance with all aspects of the bylaws and agreement needs to be more detailed and specific. Included in the agreement should be a requirement for regular monitoring by the County during construction (via staff or independent engineer) be completed (we suggest monthly) to ensure that placement and construction consistent with bylaws and the agreement. This monitoring would include the preconstruction inspection to ensure all requirements and conditions of the Environment Assessment are met prior to commencement. Any violations would result in a default and suspension of further construction until the violations are remedied. Upon completion of construction the project should be inspected annually (again by staff or independent engineer) to ensure continued compliance and that required commitments per the regulations and agreement including to maintenance,

operations and safety are adhered to . Any violations noted as per this annual monitoring would result in default of the development agreement. The value of any agreements, bylaws (including those regulating placement of turbines) to protect the interest of the community is only when there is rigorous monitoring and enforcement to ensure that regulations are adhered to. The cost of monitoring should be paid by Higgins this allocated cost should be provided for in the Development agreement (estimate **50,000** annually).

2. Given the significant return on investment to Higgins (estimated at millions of dollars annually) and the risk and impact to the local community the \$100,000 contribution to the **Community Benefit fund is not reasonable** and should be increased. Higgins was advised that this amount was considered insignificant at a community meeting in December ,2021. It was expected at that time the amount would be reviewed and subject to further discussion and it is disappointing that the amount is still what is reflected in the development agreement. Based on the estimated investment and conservative estimates on rate of return it is expected that Higgins profit on this project will be in the multi millions of dollars. The return to the community who again assumes the risk and negative impact of this investment should be reflective of the project's profitability. The annual Community Benefit contribution should be at a minimum of **\$400,000**.
3. The Community Benefit Fund is to be funded by Higgins and that should be the extent of their control or involvement with this funding. All decisions related to the **disbursement of this fund should be the responsibility of the community**. The details re the administration and responsibility for the Community fund needs to be more specific and detailed. This fund needs to be accessible, accountable and directed by the Community. We recommend that the Community Benefit Fund Committee (CBFC) be responsible for the management and distribution of this fund. The members of CBFC would be appointed by the Municipality based on interested applicants and specific terms of reference. We recommend that CBFC include 1 municipal councillor and 4 community representatives serving for a defined period of time and reporting annually to Council. Higgins should be required to fund the Community Benefit Fund annually in January and the funds would be held and administered by the Municipality. Distributions from the fund would be based on approvals from the CBFC based on an established application and approval process Details related to the balance and distribution of these funds should be included in the Municipality's annual reporting process to the public. The cost to the Municipality of administering the Community Benefit Fund should be paid by Higgins (estimate **25,000** per year) and this cost and commitment should be included in the development agreement.

4. The development agreement needs to include specifics related to **receiving and responding to complaints** including who is responsible for receiving, who is required to respond, who has the authority to direct resolution and who monitors compliance with directives. 4(f) of the agreement states that prior to receiving a permit the developer shall provide a process for receiving and responding to public complaints related to operations and maintenance of the Facility. It would be the actions (or lack of) of the developer that the community members would be complaining about and therefore it is not in Higgins best interest to provide a rigorous and transparent complaint process. To provide protection that the Community expects the design and administration of the complaint process should be independent of Higgins. The process needs to be clearly defined including the resolution process and assigned responsibilities in the development agreement. The development agreement should assign a cost to be billed by the municipality to Higgins for administration of complaints including monitoring and resolution.

Again, apologies for the lateness of this response. We are requesting that Council defer the approval of this Development Agreement, designed to protect the interest of the affected Community for the next generation, to provide for consideration of these comments.

Respectfully submitted.

Protect Wentworth Valley Committee

Protect Wentworth Letter	Higgins Wind Responses	Supporting Documentation
<p>Background Information:</p> <p>Protect Wentworth indicated that they only became aware of the public meeting on Jan 22, 2024.</p>	<p>The Higgins Wind Community Liaison Committee (CLC) includes Gregor Wilson who is vice chair of the Folly Lake – Wentworth Valley Environmental Preservation Society (the Society) Board of Directors. Several other CLC members are supporters or members of the society.</p> <p>At CLC meetings (where Gregor Wilson was present), the Cumberland municipal process around the review of the Development Agreement (DA) was discussed.</p> <p>At September 23rd CLC meeting it was communicated that Higgins Wind was working with the municipality to finalize the form of a Development Agreement. it was also communicated that we anticipated the first reading to occur in October / November of this year.</p> <p>At November 16th 2023 CLC meeting, it was communicated that first reading of</p>	<p>Folly Lake – Wentworth Valley Environmental Preservation Society legal filings June 6th, 2023.</p> <p>CLC meeting minutes for September 23rd, November 16th and January 17th meetings.</p>

Protect Wentworth Letter	Higgins Wind Responses	Supporting Documentation
	<p>the DA was on the agenda for November Cumberland Council meeting.</p> <p>At Jan 17th, 2024, CLC meeting it was communicated that the public hearing occurred at special council meeting on Jan 11, 2024 and that there were no written submissions or presentation at the public hearing. CLC members communicated that people in the area have changed their focus to other wind projects proposed in the area, specifically projects that were attributed to hydrogen projects, not those producing power for the use of Nova Scotians.</p>	
<p>The monitoring and enforcement of the compliance with all aspects of the bylaws and agreement needs to be more detailed and specific. Included in the agreement should be a requirement for regular monitoring by the County during construction (via staff or independent engineer) be completed (we suggest monthly) to ensure that placement and construction consistent with bylaws and the agreement. This monitoring would include the preconstruction inspection to ensure all requirements and conditions of the Environment Assessment are met prior to commencement. Any violations would result in a default and suspension of further construction until the violations are remedied. Upon completion of construction the project should be inspected annually (again by staff or independent engineer) to ensure continued compliance and that required commitments per the regulations and agreement including</p>	<p>Higgins Wind notes there are many conditions in our EA approval that we are required to meet, and other monitoring requirements that will be a condition of permits through construction and operational phases of the Project.</p> <p>EA Condition 4.3 requires the Approval Holder to be responsible for costs of any third-party review of plans, reports or monitoring deemed necessary over the life of the Project.</p> <p>Higgins Wind has retained an independent representative to undertake environmental monitoring through the</p>	<p>Higgins Wind EA Approval Conditions</p> <p>NS ECC EA Compliance and Enforcement Officer Neil Gillis - Neil.Gillis@novascotia.ca</p> <p>CLC meeting minutes Sept 23, Nov 15, and Jan 17, 2023</p>

Protect Wentworth Letter	Higgins Wind Responses	Supporting Documentation
<p>to maintenance, operations and safety are adhered to. Any violations noted as per this annual monitoring would result in default of the development agreement. The value of any agreements, bylaws (including those regulating placement of turbines) to protect the interest of the community is only when there is rigorous monitoring and enforcement to ensure that regulations are adhered to. The cost of monitoring should be paid by Higgins this allocated cost should be provided for in the Development agreement (estimate 50,000 annually).</p>	<p>construction phase of the Project to monitor for compliance with EA Conditions.</p> <p>Higgins Wind also notes that the EA Branch undertakes their own compliance and enforcement of the EA approval. Jeremy Higgins is the EA officer for the Higgins Project. Neil Gillis is the Compliance and Enforcement Officer</p> <p>Higgins Wind had discussed our environmental monitoring requirements and approach to undertaking environmental monitoring at recent CLC meetings</p>	
<p>Given the significant return on investment to Higgins (estimated at millions of dollars annually) and the risk and impact to the local community the \$100,000 contribution to the Community Benefit fund is not reasonable and should be increased. Higgins was advised that this amount was considered insignificant at a community meeting in December ,2021. It was expected at that time the amount would be reviewed and subject to further discussion and it is disappointing that the amount is still what is reflected in the development agreement. Based on the estimated investment and conservative estimates on rate of return it is expected that Higgins profit on this project will be in the multi millions of dollars. The return to the community who again assumes the risk and negative impact of this investment should be reflective of the project's</p>	<p>Higgins Wind initially announced its Community Benefit Fund during a presentation at an open house at the Wentworth Recreation Centre on December 4, 2021.</p> <p>Since the announcement has regularly consulted on the community benefit fund commitment, and sought input on how the fund should be structured, including:</p> <ul style="list-style-type: none"> - On January 31, 2022 Higgins Wind presented to its CLC committee, which 	<p>Higgins Wind Open House Materials (Dec 2, 2021 and June 2023).</p> <p>Community Benefit Fund Overview shared with the CLC on Nov 3rd, 2023</p> <p>CLC meeting minutes Sept 23, Nov 15, and Jan 17, 2023</p>

Protect Wentworth Letter	Higgins Wind Responses	Supporting Documentation
<p>profitability. The annual Community Benefit contribution should be at a minimum of \$400,000.</p>	<p>included a representative of Protect Wentworth Valley (Gregor Wilson)</p> <p>-Benefit fund was included in the Higgins Wind EA, (submitted March 15, 2023)</p> <p>-In June 2023 Higgins Wind held three open houses in Londonderry, Westchester and Amherst re-affirming this commitment and seeking additional input from local stakeholders</p> <p>-On September 23, 2023, Higgins Wind shared a Community Benefits Fund overview presentation with the CLC and asked for feedback at the next CLC meeting.</p> <p>-On Nov 3, 2023, Higgins Wind shared Community Benefit Fund overview document</p> <p>-On November 15, 2023, Higgins Wind held a CLC meeting and the Community Benefits Fund overview was an important part of the agenda – discussion notes and input received were captured in the minutes.</p> <p>-At Jan 17, 2023 CLC meeting we further discussed community benefit funding,</p>	

Protect Wentworth Letter	Higgins Wind Responses	Supporting Documentation
	<p>and anticipate that this will be regularly discussed at future meetings.</p> <p>Higgins Wind intentionally made the commitment publicly in December 2021 because it allowed us to incorporate a specific funding guarantee into the price for power we bid into the competitive Rate Base Procurement process in May 2022.</p> <p>We have been transparent and consistent in our approach, and we are proud of the Community Benefit Fund developed for the Higgins Mountain Wind Farm. The response to our Community Benefit Fund commitment has been positive and we are confident it will make a material contribution to the wellbeing of communities surrounding the project.</p> <p>To date we have not heard from any stakeholder / community member that the \$100,000 community benefit fund commitment was not sufficient.</p>	
<p>The Community Benefit Fund is to be funded by Higgins and that should be the extent of their control or involvement with this funding. All decisions related to the disbursement of this fund should be the</p>	<p>Administration of the Community Benefit Fund has been discussed with</p>	<p>Cumberland County Development Agreement</p>

Protect Wentworth Letter	Higgins Wind Responses	Supporting Documentation
<p>responsibility of the community. The details re the administration and responsibility for the Community fund needs to be more specific and detailed. This fund needs to be accessible, accountable and directed by the Community. We recommend that the Community Benefit Fund Committee (CBFC) be responsible for the management and distribution of this fund. The members of CBFC would be appointed by the Municipality based on interested applicants and specific terms of reference. We recommend that CBFC include 1 municipal councillor and 4 community representatives serving for a defined period of time and reporting annually to Council. Higgins should be required to fund the Community Benefit Fund annually in January and the funds would be held and administered by the Municipality. Distributions from the fund would be based on approvals from the CBFC based on an established application and approval process. Details related to the balance and distribution of these funds should be included in the Municipality's annual reporting process to the public. The cost to the Municipality of administering the Community Benefit Fund should be paid by Higgins (estimate 25,000 per year) and this cost and commitment should be included in the development agreement.</p>	<p>Municipality of Cumberland as part of our Development Agreement Discussions.</p> <p>It is noted that the Development Agreement includes a Community Benefit Fund definition with various references to the Community Benefit Fund through the document.</p> <p>Section 16 of the DA speaks to the municipal requirements for administration of the fund either through the CLC or a dedicated Community Benefit Fund Committee (CBFC).</p> <p>Higgins Wind is open to discussions with Cumberland regarding the best way to administer the Community Benefit Fund.</p> <p>Administration of the Community Benefit Funds has also been discussed with the CLC. CLC has indicated that they would like to be involved with administration / allocation of the funds to community groups, and that they feel this is a good use of the CLC's time.</p>	<p>CLC meeting minutes Sept 23, Nov 15, and Jan 17, 2024</p>
<p>The development agreement needs to include specifics related to receiving and responding to complaints including who is responsible for receiving, who is required to respond, who has the authority to direct resolution and who monitors compliance with directives. 4(f) of the agreement states that prior to receiving a</p>	<p>As per Condition 9.1 of the Higgins Wind EA Approval, Higgins Wind is required to develop and implement a comprehensive complaint resolution plan for receiving</p>	<p>Complaint Resolution Plan was provided to Cumberland Municipality on Jan 22, 2024.</p>

Protect Wentworth Letter	Higgins Wind Responses	Supporting Documentation
<p>permit the developer shall provide a process for receiving and responding to public complaints related to operations and maintenance of the Facility. It would be the actions (or lack of) of the developer that the community members would be complaining about and therefore it is not in Higgins best interest to provide a rigorous and transparent complaint process. To provide protection that the Community expects the design and administration of the complaint process should be independent of Higgins. The process needs to be clearly defined including the resolution process and assigned responsibilities in the development agreement. The development agreement should assign a cost to be billed by the municipality to Higgins for administration of complaints including monitoring and resolution.</p>	<p>and responding to complaints related to the Project.</p> <p>A draft Complaint Resolution Plan was shared with the CLC on Nov 3rd, 2023, and was presented / received at the Nov 15 CLC meeting.</p> <p>Higgins Wind has not received any comments or requested edits on the Complaint Resolution Plan to date</p>	<p>CLC meeting minutes Sept 23, Nov 15, and Jan 17, 2024</p>



Complaint Resolution Plan

Higgins Mountain Wind Farm Project

November 2023



Overview

The Complaints Resolution Plan (CRP) has been prepared for the Higgins Mountain Wind Farm Project (the Project) to meet the terms and conditions of the approved Environmental Assessment (EA), as identified below.

9.1 Prior to commencement of the Project, 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.

This document outlines the methods by which the Higgins Mountain Wind Farm LP (Higgins Wind) will meet these conditions. The CRP includes procedures for receiving, recording, investigating, resolving and reporting public inquiries or complaints related to the Project. Higgins Wind commits to:

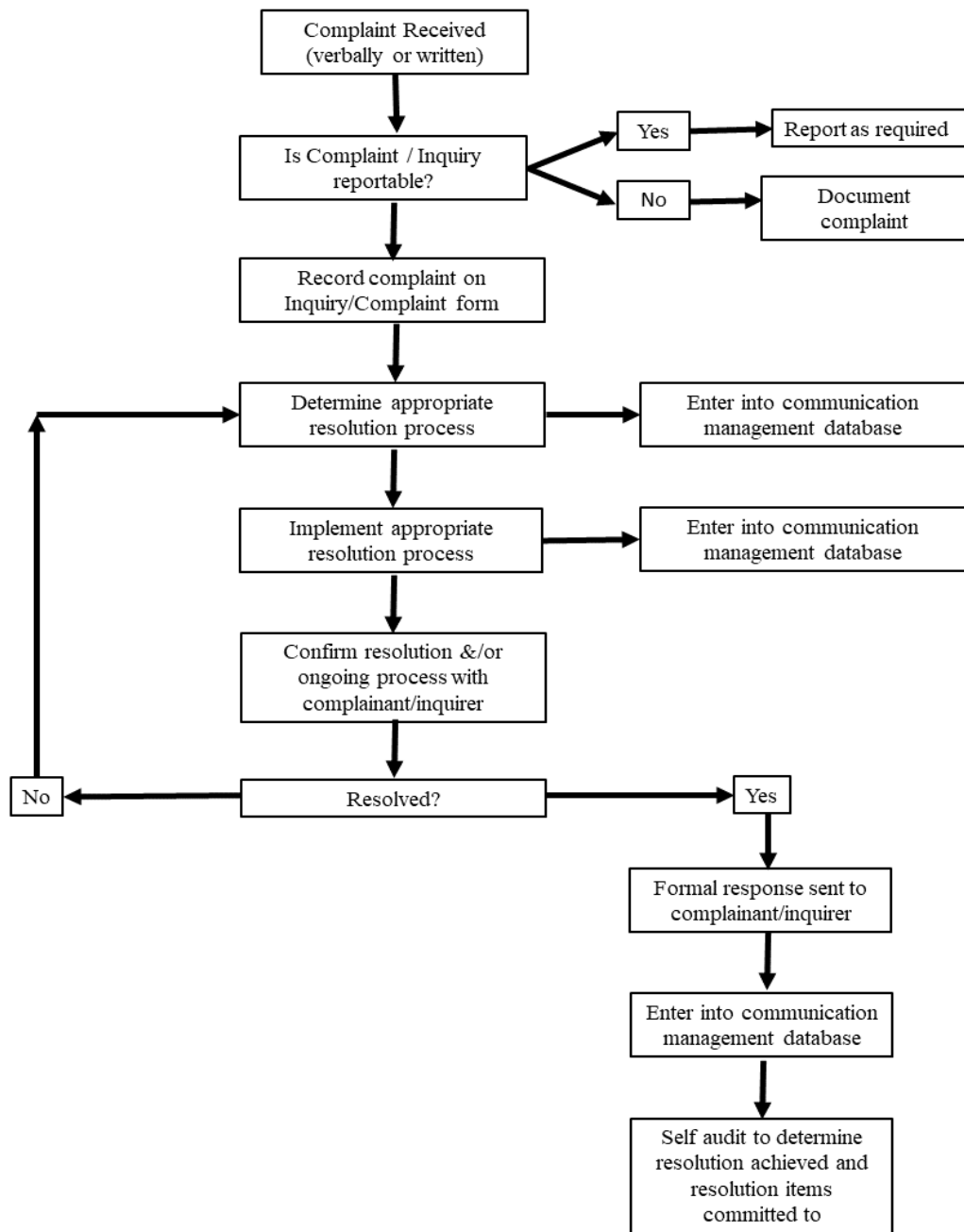
- Creating an accessible portal to receive information from individuals or groups who have questions about the Project or have concerns.
- Managing concerns and complaints openly, promptly and fulsomely;
- Investigating the cause of the complaint and take actions, if needed, to correct the problem;
- Resolve concerns and complaints in a timely fashion; and
- Learn from past experiences, maintain diligence in their ongoing operations and minimize impacts of the Project on the community.

Purpose

The purpose of the CRP is to ensure public concerns are addressed consistently, effectively, and in a timely fashion. Specifically, the CRP has been prepared to:

1. Record inquiries, comments, and complaints;
2. Manage and record responses to inquiries, comments, and complaints;
3. Support data collection and reporting requirements;
4. Support and record communications, liaison, and notification activities; and,
5. Assist the Project team in managing operational issues and concerns.

The following flow chart illustrates the sequence of complaint resolution procedures detailed in the CRP.



Contact Information

All public concerns or complaints related to the Project can be directed to the designated complaints contact person at the contact information listed below:

Name - Trent McDonald

Position - Project Manager

Phone # - 902-836-9508

Email – tmacdonald@elementalenergy.ca

Procedure

Complaints will be considered either reportable or non-reportable as follows:

- **Reportable** – An expression of concern or inquiry related to a specific topic or event that is related to the Project commitments (a Project agreement, permit or EA certificate compliance) and requires Higgins Mountain Wind to investigate the concern and report out to a government agency or other party who we have project level agreements with (e.g., a non-compliance item, reported as a concern); or
- **Recordable** – An expression of concern or inquire related to a construction or operational activity of which any Mi'kmaq community, government agency, or stakeholder files with Higgins Wind
- **Non-Recordable** – An expression of concern or inquiry related to general industry-related activities, including non-Project specific issues, or other issues and concerns determined to not be a direct result of the project which are determined to not further require action or response by Higgins Wind (e.g., broad general complaints about wind energy).

The following procedure will be followed should **Recordable** inquiries or complaints be received¹:

Recording

1. All reportable inquiries or complaints will be transcribed to the Complaint Record Form (attached in Appendix 1) by the person(s) receiving the complaint, which will then be communicated to their Supervisor and the Project's designated complaints contact.
2. The inquiry or complaint will be recorded in a communication management log maintained by Higgins Wind.
3. The complainant will be notified upon receipt of the complaint within 5 business days.

¹ Higgins Wind will complete reports as required to remain compliant with the terms and conditions of all Project approvals (e.g., EA, Wetland Alteration etc.) and permits/agreements with the local government. This reporting, which may be initiated via a complaint, may be public or private.

Management

1. The review process for complaints will commence within 5 business days of the inquiry or complaint being received.
2. Higgins Wind will designate person(s) to ensure that the inquiry or complaint is addressed, as outlined in this document.

Resolution

A complaint determined to be reportable will follow the relevant reporting requirements associated with the permit or agreement terms and conditions as the primary response. Reportable complaints will concurrently follow the resolution process, however timelines and process for resolving complaints will be subject to considerations around complaint reporting.

1. Higgins Wind will evaluate the root causes of the complaint, investigate the issue(s) with relevant parties and report the findings internally.
2. If resolution of the complaint can be handled in the 5 business day time frame (indicated above) the response to the complainant will include information related to the resolution with the acknowledgement of receipt.
3. Higgins Wind will make suitable efforts to resolve complaints and inquiries through thoughtful and timely responses or negotiations with complainants or inquirers.
4. In such a case that Higgins Wind commits to implementing a solution, the complainant will be informed of the expected time frame for implementation.
5. Complaints regarding construction activities will be discussed with relevant workers or contractors. Solutions will be established in cooperation with workers and/or contractors involved.
6. An issue is deemed "resolved" where the Higgins Wind has considered complaints and inquiries in good faith and has formulated and implemented, or committed to implementing, the appropriate solutions in a time frame acceptable to relevant parties.

Self-Auditing

1. Within 90 days of a reportable inquiry or complaint being recorded, Higgins Wind will review the file to verify the status of outstanding individual complaints. This auditing will also include providing a summary of complaints received to the Higgins Wind Community Liaison Committee.
2. Unless a recorded inquiry or complaint is reportable, all unresolved complaints will be reviewed at least quarterly until resolved.
3. The NSECC will be provided a summary of all reportable or recordable inquiries or concerns raised annually as part of our annual reporting requirements associated with the Project's EA Approval terms and conditions (May 2023).

Sound levels and Shadow Flicker

Specific investigations will be conducted for complaints related to sound levels and shadow flicker. The action outlined below will be completed in addition the process outlined above:

- Complainants will be asked to provide detailed records of incidents as is possible.
- The conditions under which complaints have been received will be assessed (e.g., dates, times of day, duration, turbine location, weather conditions (wind speed and direction)).
- These events will be tracked and data will be collected by Higgins Wind to support the determination and implementation of appropriate mitigations.
- Mitigation success will be tracked and measured in consultation with the complainant.

Mitigation measures and compliance standards to address noise levels and shadow flicker are detailed in the EA Registration Document and approval terms and conditions. Mitigations will be implemented on a case-by-case basis in consultation with the affected landowners. Shadow flicker mitigations may include the provision of screening, the development of a turbine specific curtailment plan, or another form of negotiated event resolution. Pre-construction sound levels at key receptor locations will be measured as part of this process to establish baseline conditions for future reference (if needed).

Responses and Documentation

Responses to inquiries or complaints will be coordinated and provided by Higgins Wind in a manner appropriate to the type of inquiry, and may include:

- In person meetings²;
- Telephone calls¹;
- Emails; or,
- Letters.

Documentation to support recording, management, and communication response standards will be managed by Higgins Wind. Inquiries and complaints, and their resolution processes, will be recorded in a communications management log. The log will ensure accurate records are maintained and will be used to develop required reports (e.g., Community Liaison Committee).

The CRP is intended as a guidance document to support the resolution of public inquiries and complaints directly communicated to Higgins Wind about the Project. Specific circumstances of individual inquiries and complaints will be considered in the resolution process and further inform responses.

² In person meetings and telephone calls will be followed up with by email or letter to document communications in writing.

Appendix 1 – Complaint Record Form

INQUIRY / COMPLAINT FORM

INQUIRY / COMPLAINT FORM	
Date of Inquiry:	Time:
Name of Person Taking Inquiry:	Title:
Name of Person(s) Making Inquiry/Complaint:	
Mailing Address:	
Phone Number of Person(s) making Inquiry:	
Other Number (specify):	
Email Address:	

Inquiry or Complaint Details:

Inform the person that Higgins Wind will respond within 5 business days.

CHAIN OF CUSTODY:

1. Person Taking Complaint: _____ Signature

2. Person Accepting Complaint form from #1.

<u>Name</u>	<u>Signature</u>	<u>Date</u>
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3. Person Responsible for Resolution

<u>Name</u>	<u>Signature</u>	<u>Date</u>
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Higgins Wind Farm Community Benefits Program CLC Draft for Discussion

Background:

- Higgins Wind Mountain Wind Farm LP (Higgins Wind) has committed to establish and fund a community benefits program (the “Program”) associated with the Higgins Mountain Wind Farm Project (the Project) by allocating One Hundred Thousand Dollars (\$100,000) per year to a Community Benefit Fund (“Fund”)
- This commitment has been made in our Environmental Assessment (EA), in discussions with local governments (including in our Development Agreement application), at community open house meetings and to our Community Liaison Committee (CLC).

Timing:

- Higgins Wind will fund the Program beginning the calendar year after Commercial Operations Date (COD) has been achieved.

Purpose and Scope of Community Benefit Program:

- To provide community benefit support to eligible Indigenous groups, community interest groups, and local events.
- Funding may be made available to support the following areas:
 - Youth, seniors, under-represented communities
 - Education, training, community capacity building
 - Sport, recreation, arts, and culture
 - Community support services, climate change planning / adaption, environmental enhancement, electrification, and emergency services

Program Eligibility:

- Applicants must be based in the municipalities of Cumberland or Colchester. Mi’kmaq Nations of Nova Scotia are also eligible applicants for funding, where their initiatives or interests are located near the proposed Project Area.
- Applicants on behalf of organizations, community groups, programs or individuals must be not-for-profit and / or charitable organizations registered with the Canada Revenue Agency for the benefit of the Mi’kmaq of Nova Scotia, the municipalities of Cumberland and Colchester. Applicants need to provide a tax receipt for the donation received.

Administration of the Program – Program funds will be allocated to three different streams, generally as described below. The amount to be allocated may vary from year to year depending on priorities and funding requests. Not all eligible applications may receive funding.

1. **Annual Cash Grants** – At least \$30,000 will be made available for not-for-profit community groups through an application process. The application period will start in January of each year and will close at the end of February of each year, beginning the

year after COD is achieved. Grants of up to \$5,000 will be awarded to applicants who best represent the community benefit funding priorities, as determined jointly by Higgins Wind and the CLC. Applications will be reviewed by the CLC or its delegate and decisions will be made by the CLC and communicated to Applicants by April 30 of each year. Payment may be issued in full or in installments by May 31 of each year

2. **Community Benefit Legacy Commitments** – Multi-year funding commitments for large-scale legacy projects for community not-for-profit organizations intended to support capital projects and / or initiatives. Annual funding for up to five years at up to ten thousand dollars (\$10,000) per year will be evaluated against priorities as determined solely by Higgins Wind. Final community benefit funding decisions for Community Benefit Legacy Commitments will be made by Higgins Wind. The application time, review period and award notice will be similar to that described in the Annual Cash Grants process.
3. **Sponsorships or other “In Kind” support** – out-of-funding cycle discretionary sponsorship or in-kind requests from eligible organizations to support short-term, event-related or emergency funding requests. Sponsorships will be evaluated against community benefit funding priorities, as determined by Higgins Wind from time to time. Final funding decisions will be made by Higgins Wind.

Environmental Assessment Approval

Approval Date: May 4, 2023

HIGGINS MOUNTAIN WIND FARM PROJECT

Higgins Mountain Wind Farm Limited Partnership
Cumberland and Colchester Counties, Nova Scotia

Terms and Conditions for Environmental Assessment Approval

1 Definitions

- 1.1 *Act* means Environment Act 1994-95, c.1, s.1, and includes, unless the context otherwise requires, the regulations made pursuant to the Act, as amended from time to time.
- 1.2 Department means the Department of Environment and Climate Change, and the contact for the Department for this Approval is:
- Nova Scotia Environment and Climate Change
Central Region, Amherst Office
71 East Victoria Street Amherst NS B4H 1X7
Phone: 902-667-6205 Fax: 902-667-6214
- 1.3 Minister means the Minister of Environment and Climate Change.
- 1.4 Commencement means the same as to commence work, as defined in the Environmental Assessment Regulations.
- 1.5 EA means Environmental Assessment.
- 1.6 Surface watercourse means a watercourse as defined in the Environment Act, excluding groundwater.

2 Scope

- 2.1 This Approval (the "Approval") relates to the Approval Holder(s) and their Registration Document, and all documentation submitted to the Department prior to the issuance of this approval for the Higgins Mountain Wind Farm Project, situated at or near Londonderry, and within the counties of Cumberland and Colchester, 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 reference documents, including the Registration Documents and supporting documentation.

3 General

- 3.1 The Approval Holder shall conduct the Project in accordance with the Environment Act, as amended from time to time.
- 3.2 The Approval Holder shall, within two years of the date of issuance of this Approval, commence work on the Project unless granted a written extension by the Minister.
- 3.3 The Approval Holder shall provide written notification to the Department of the commencement date of the Project, at a minimum 30 days prior to the commencement.
- 3.4 The Approval Holder shall provide to the Department a concordance table detailing the status of the EA terms and conditions on or before January 31 of each year until released in writing by the Department.
- 3.5 Prior to any proposed expansion, modification, or relocation of any aspect of the Project from that proposed in the Registration Document, the Approval Holder must submit the proposal to the EA Branch for review and may require additional information from the Approval Holder or an EA.
- 3.6 Nothing in this Approval relieves the Approval Holder of the responsibility for obtaining and paying for all other licenses, permits, approvals or authorizations necessary for carrying out the Project which may be required by municipal by-laws or provincial or federal legislation. The Minister does

not warrant that such licenses, permits, approvals or authorizations will be issued.

- 3.7 No authority is granted by this Approval to enable the Approval Holder(s) to commence or continue the Project on lands which are not in the control or ownership of the Approval Holder(s). It is the responsibility of the Approval Holder(s) to ensure that such a contravention does not occur. Failure to retain said authorization may result in this Approval being cancelled or suspended.
- 3.8 The Approval Holder shall not transfer, sell, lease, assign or otherwise dispose of this Approval without the written consent of the Minister. The sale of a controlling interest of a business or a transfer of this Approval from a parent company to a subsidiary or an affiliate is deemed to be a transfer requiring consent.
- 3.9 Upon any changes to the Registry of Joint Stock Companies information related to the Approval Holder, the Approval Holder shall provide a copy to the Department within 5 days of the changes.
- 3.10 If there is a discrepancy between the Registration Documentation and the terms and conditions of this Approval, the terms and conditions of this Approval shall apply.
- 3.11 Where a timeline is associated with a condition(s) of the Approval, the Approval Holder shall fulfil the requirements of the condition(s) within the prescribed timeline, unless otherwise authorized in writing by the Department.
- 3.12 Where the provision of a plan is associated with a condition(s) of the Approval, the Approval Holder may submit the plan in phases, with the written consent of the Department, and shall fulfil the requirements of the condition(s). Where consent is provided in accordance with this section, work associated with and subject to a particular phase of a plan may only continue to the extent where the relevant phase(s) of the plan are complete.
- 3.13 The Approval Holder shall notify the Department of any incidents of non-compliance with this Approval immediately and in accordance with the Act and Regulations.

- 3.14 The Approval Holder shall bear all expenses incurred in carrying out the environmental management and monitoring required under the terms and conditions of this Approval, the Act or the Regulations.
- 3.15 Unless specified otherwise in this Approval, all samples required to be collected by this Approval, the Act or the Regulations shall be collected, preserved, and analysed, by qualified personnel, in accordance with recognized industry standards and procedures and in accordance with any Standard under the Act or Regulations.
- 3.16 The Approval Holder shall ensure that this Approval, or a copy, is present at the Project site while personnel are on site and that personnel directly involved in the Project are made fully aware of the terms and conditions which pertain to this Approval.
- 3.17 The Approval Holder shall update and/or revise any of the plans, programs or other documents required in this Approval to reflect the progressive development of the Project, and at any time deemed necessary by the Department. The Approval Holder shall make the documents available upon request by the Department.
- 3.18 Throughout the life of the Project, the Approval Holder shall conduct any additional studies or monitoring and/or implement additional mitigation measures as required by the Department.
- 3.19 The Approval Holder shall provide to the Department a summary table detailing the results of the monitoring required in this Approval, or otherwise completed for the Project, on or before January 31 of each year until released in writing by the Department. The results shall clearly identify and summarize any exceedances.

4 Project Design and Operation

- 4.1 Prior to road construction and/or upgrades, the Approval Holder shall submit updated noise modelling for all seasonal and permanent receptors identified in the registration documents, to include background/baseline noise, in accordance with Guidance for Evaluating Human Health Impacts in Environmental Assessment: Noise (Health Canada, 2017). The updated

modelling must demonstrate compliance with this Approval (See section 7).

- 4.2 Prior to road construction and/or upgrades, the Approval Holder shall submit an updated shadow flicker assessment, noise modelling, and the final turbine selection/placement to the Department. The updated modelling must demonstrate compliance with this Approval.
- 4.3 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 surface watercourse and/or a wetland unless otherwise authorized in writing by the Department.
- 5.2 Prior to road construction and/or upgrades, the Approval Holder shall submit a surface water management plan to the Department. This plan shall identify potential effects from construction of roads or other Project components on local surface water drainage patterns and identify mitigation measures for the protection of wetlands and watercourses. This plan shall be developed by a qualified professional engineer, hydrogeologist or geoscientist licensed to practice in the Province of Nova Scotia.
- 5.3 Prior to commencement, the Approval Holder shall submit a detailed sediment and erosion control plan to the Department. The plan shall include all clearing, grubbing, and stripping required for the Project and shall be designed by a professional engineer licensed to practice in Nova Scotia.
- 5.4 The Approval Holder, at their expense, shall replace any water supplies lost or damaged resulting from Project operations, as authorized and required by the Department.
- 5.5 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 Habitat, Flora and Fauna

- 6.1 Prior to commencement of the Project, the Approval Holder shall provide the Wildlife Division and Regional Services, 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 Species of Special 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. 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 submit a Wildlife Management Plan to ECC, NRR and Environment and Climate Change Canada (ECCC). The plan must describe how the Approval Holder intends to meet the requirements of relevant federal and provincial legislation, including but not limited to, *ESA*, the *Migratory Birds Convention Act* and *SARA*.
- 6.3 Prior to the time turbine(s) become operational, the Approval Holder must complete an additional year of baseline field bird studies to inform future monitoring and mitigation planning.
- 6.4 Prior to the time turbine(s) become operational, the Approval Holder must complete an additional year of baseline field bat studies to inform future monitoring and mitigation planning.
- 6.5 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 provided to NRR and ECCC.
- 6.6 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 the turbines become operational.

7 Air Quality, Noise and Visual Impact

- 7.1 The Approval Holder shall ensure that noise levels at any permanent or seasonal receptors 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, sampling locations, parameters, monitoring methods, protocols and frequency.
- 7.2 The Approval Holder shall ensure that noise emissions meet sound levels limits specified in the Nova Scotia Environment and Climate Change "Guidelines for Environmental Noise Measurement and Assessment" (2005), as amended from time to time.
- 7.3 At the request of the Department, the Approval Holder shall develop and implement a plan to monitor shadow flicker under varying seasonal conditions. The plan shall include sampling locations, parameters, monitoring methods, protocols and frequency.
- 7.4 The Approval Holder shall ensure that shadow flicker does not exceed the shadow flicker limits of 30 minutes per day, or 30 hours per year, at any permanent or seasonal receptor.

8 Archaeological and Heritage Resources

- 8.1 The Approval Holder shall cease work and contact the Special Places Coordinator, Nova Scotia Department of Communities, Culture, Tourism and Heritage (CCTH) immediately upon discovery of an archaeological, or paleontological site, artifact or fossil specimen unearthed during any phase of the Project. If the find is of certain or possible Mi'kmaq origin, the Approval Holder shall also contact the appropriate Mi'kmaq representatives as advised by CCTH.
- 8.2 The Approval Holder must complete and submit to CCTH, an Archaeological Resource Impact Assessment (ARIA) to include project areas not covered by the ARIA summarized in the Registration Document (Heritage Research Permit A2022NS134).

9 Public Engagement

- 9.1 Prior to commencement of the Project, 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 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.
- 9.4 The Approval Holder shall present to the CLC a table describing efforts made to further address concerns raised through the public EA review period. The Approval Holder shall operate the CLC for the duration of the Project or until released in writing by the Department.

10 Engagement with the Mi'kmaq of Nova Scotia

- 10.1 Prior to commencement of the Project, 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.

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 maintained and updated as necessary, always kept on the Project site (while personnel are on-site) and be made available to the Department upon request.

12 Rehabilitation

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



Honourable Timothy Halman, MLA
Minister of Environment and Climate Change