# Amherst Island Wind Energy Project Community Liaison Committee

### **Terms of Reference**



Prepared for: Amherst Island Wind Energy Community Liaison Committee

Prepared by: Stantec Consulting Ltd.

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### TERMS OF REFERENCE

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### 1.0 PROJECT INFORMATION

In response to the Government of Ontario's initiative to promote the development of renewable electricity in the province, Windlectric Inc. (the Company) proposed to develop, construct, and operate the Amherst Island Wind Energy Project (the Project) on Amherst Island within Loyalist Township in the County of Lennox and Addington in eastern Ontario. In August 2015, the Project received its Renewable Energy Approval (REA) (REA #7123-9W9NH2) and in August 2016 the Environmental Review Tribunal dismissed an appeal of the REA. The project is now proceeding to construction.

The Project Location includes lands on Amherst Island, lands north of Provincial Highway 33 where the interconnection station is located and a corridor stretching between the Island and the mainland where the submarine cable is located. The mainland portion of the Project Location stretches from the mainland shoreline, north of the Invista Transformer Station and is generally bounded by i) County Road 4 to the West; ii) the Canadian National Railway line to the North; and iii) approximately 500 m East of Jim Snow Drive to the East.

The Project will include construction of up to twenty-six (26) Siemens wind turbines. The REA Schedule B identifies the location of twenty seven (27) potential sites. The Project will also include a 34.5 kilovolt (kV) underground and/or overhead electrical power line collector system, fibre optic data lines from each turbine and/or wireless technology for the communication of data, a transmission line, truck turnaround areas, a submarine cable, an operations and maintenance building, permanent island dock, a substation, a switching station, one connection point to the existing electrical system, cable vault areas, meteorological towers, access road to the meteorological tower site, and turbine access roads with culvert installations, as required, at associated watercourse crossings.

Temporary components during construction may include staging areas for the turbines, meteorological tower(s), a temporary mainland dock, site office(s), concrete batch plant, central staging areas, and associated watercourse crossings.

The electrical power line collector system would transport the electricity generated from each turbine to the substation, along the submarine cable to the mainland and then to a switching station located near to an existing Hydro One Networks Inc. 115 kV transmission line.



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## 2.0 PURPOSE OF THE COMMUNITY LIAISON COMMITTEE

The Amherst Island Wind Energy Project Community Liaison Committee (CLC) has been created to provide two-way communications between representatives from the local community, other stakeholders, the Company and the General Contractor.

As set out in the REA, the purpose of the CLC is to:

- act as a liaison facilitating two way communications between the Company and selected members of the public with respect to the construction, installation, use, operation, maintenance and retirement of the Facility
- provide a forum for the Company to provide regular updates on, and to discuss issues or concerns relating to, the construction, installation, use, operation, maintenance and retirement of the Facility with the committee
- ensure that any issues or concerns resulting from the construction, installation, use, operation, maintenance and retirement of the Facility are discussed and communicated by the Company.

## 3.0 CLC MEMBERSHIP

The REA requires that the Company establish a CLC and invite residents living within 1 km of the Project as well as other stakeholders who have an interest in construction, operation, maintenance, and decommissioning of the Project.

Members of the CLC were chosen through the following process:

- A notice was published in both the Kingston Whig Standard and Napanee Guide between November 17 and November 19, 2015 requesting applicants for the CLC.
- The notice was posted on the Company's publicly accessible website on November 20, 2015.
- 560 notices were sent through Canada Post to the Loyalist Township, Aboriginal communities, various agencies and organizations, landowners on the island and landowners within 550m of the original Project Study Area (an area greater than 1km from the current Project Location).
- The notice was emailed to interested stakeholders who had not provided another form of contact information.

The CLC's membership currently consists of (subject to change):

- 1 Lead Facilitator (Stantec Consulting)
- 1 Meeting Administrator (Stantec Consulting Ltd.)
- 2 Company representatives



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- 3 local residents
- 1 municipal councilor
- 1 MOECC representative

Membership on the CLC does not constitute support, endorsement, or opposition of the Amherst Island Wind Energy Project.

Participation on the CLC is a voluntary activity and its members serve without remuneration.

The Company may terminate any member's position on the CLC based on the person(s) acting in a manner that is disruptive or not contributing to the process. Termination from the CLC will also result in termination from the Community Working Group (CWG) - see separate Terms of Reference.

## 4.0 CLC MANDATE

The mandate of the CLC is to provide a forum for information exchange, specifically for:

- the Company to provide ongoing information about the construction, operation, maintenance and decommissioning plans/activities for the Amherst Island Wind Energy Project, including any ongoing studies, mitigation or monitoring activities;
- the Company to provide responses to questions raised at the previous CLC or CWG meeting(s);
- members of the CLC to bring forward any questions or concerns relating to the Project's construction, operation, maintenance and decommissioning plans/activities;
- CLC members to have a venue to provide reasonable, constructive feedback and reasonable advice on local items of interest;
- reviewing and discussing comments and questions emailed to (or otherwise received by) the CLC from members of the public or their organizations; and
- the Company to assess items brought forward at CLC meetings and incorporate them (where reasonably appropriate and at the Company's discretion) into the construction, operation, maintenance and decommissioning plans/processes.

# 5.0 ROLES AND RESPONSIBILITIES

Every CLC member is expected to:

- regularly prepare for and attend scheduled meetings to the best of their ability;
- respect fellow members and their personal and potentially varying views;



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- recognize that all members have an equal right to speak, and that one will not dominate the discussion;
- operate in a spirit of cooperation and partnership; and
- review and confirm the accuracy of CLC meeting minutes.

### 5.1 LEAD FACILITATOR

The lead facilitator will be from Stantec Consulting Ltd. and will be responsible for guiding the meeting as per the agenda. The lead facilitator will also, as required:

- provide structure and process to discussions to help the group function effectively (e.g., time management, speaking order);
- align discussions to focus on equality and respect and allow each member an equal opportunity to participate;
- remain neutral in order to conduct the meeting fairly; and
- distribute meeting minutes for review.

### 5.2 COMPANY REPRESENTATIVES

The Company representatives sitting on the CLC will:

- provide CLC members with information on relevant issues:
- discuss CLC members' questions and provide timely responses on appropriate topics;
- review and consider comments received through the Project website/email and discuss them with the CLC; and
- consider comments received from CLC members and incorporate them, where reasonably possible and appropriate into Company plans for the Project.

## 5.3 OTHER CLC MEMBERS

The other members of the CLC (i.e., not the facilitator or Company representatives) will:

- consider information provided by the Company and provide feedback as requested;
- bring forward issues and comments from their community or the organization(s) they
  represent (though it is not expected that members must undertake any formal process to
  solicit input);
- share information with their community or organizations(s) as appropriate on CLC discussions and activities (though it is not expected that members will undertake any formal process of reporting).



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## 6.0 **AUTHORITY**

The CLC does not exercise any supervisory, regulatory, legal, approval or other decision-making role and will not serve as a reviewer of individual management decisions or as arbiters of individual landowner negotiations, business transactions, or other stakeholder interactions with respect to the development of the Project.

The CLC does not replace other means for citizens, agencies or other organizations to express their observations and ideas.

## 7.0 MEETINGS

The CLC will meet a minimum of four times over two years. It is anticipated that at least two meetings will take place in the first 12 months (during the construction stage of the Project).

The first meeting was held on December 7<sup>th</sup>, 2016, where a draft of this Terms of Reference was reviewed. Meetings will be held at the Amherst Island Public School and will be open to the public for viewing. CLC members will be provided with a minimum of 2 weeks' notice before each date for the CLC meetings has been set.

Materials required for the CLC will be provided by the Company.

Meetings will generally include the following:

- A review of the agenda
- A review of previous CLC or CWG meeting minutes/notes and any action items
- Sharing of information from Company representatives
- A discussion of topics of particular interest to CLC members
- A discussion of topics submitted by members of the public
- A determination of what items will be brought forward to the CWG meetings

### 8.0 MEETING MINUTES

Stantec Consulting Ltd. will provide an administrative support member to the CLC to take meeting minutes which will provide an overview of the discussions held by the CLC, highlighting action items as appropriate. The meeting minutes will not be a detailed record of all discussions and will not normally attribute specific remarks to members of the committee.



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The meeting minutes will normally be prepared and distributed to CLC members within one week of the applicable meeting. The minutes will be reviewed by CLC members and comments will be provided to the facilitator within 48 hours. Finalized meeting minutes will be posted on the Project Website.

# 9.0 REVISIONS TO THE TOR

These Terms of Reference are guidelines and may be revised by the Company or by the Lead Facilitator.

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| This document was formally adopt  |                          |           |
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| Liaison Committee on the  | day of                   | , 2017.   |
|   |                          |           |
| As a member of the CLC, I have re<br>Reference document and agree t<br>accordance with the guidelines a | o participate in the CLC |           |
| Name  |                          | Signature |
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