

**Region of Queens Municipality Planning Advisory Committee
Wednesday January 24, 2024 6:00 p.m.**

Agenda

1.0 Call to Order

2.0 Approval of Agenda

**3.0 Large Scale Wind Farm Development by Development
Agreement**

4.0 Development Agreement Amendment – Queens Enviro Centre

5.0 Other

6.0 Adjournment

Region of Queens Municipality Staff Report

To: Planning Advisory Committee

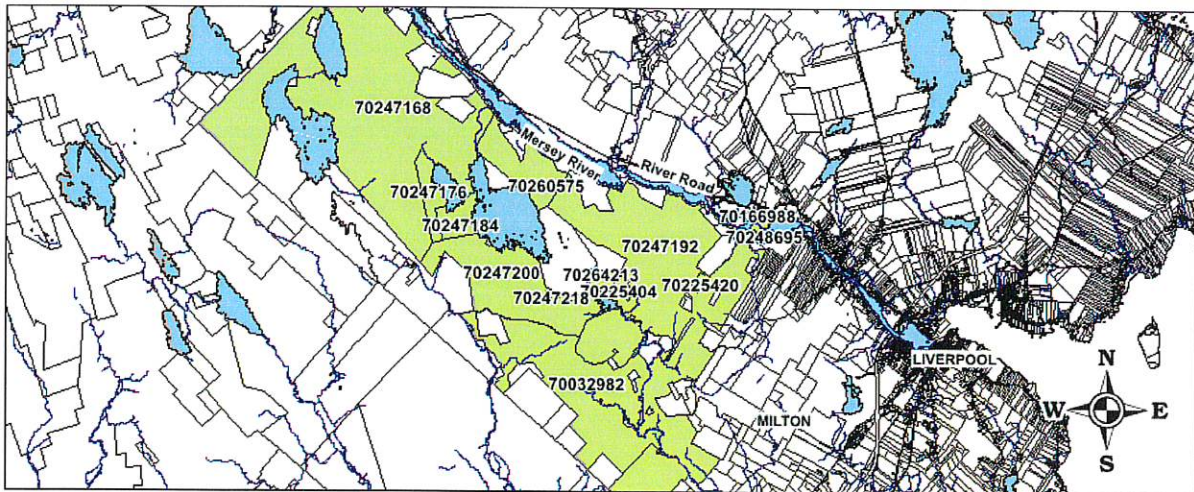
From: Mike MacLeod, Director of Planning and Development

Date: January 24, 2024

Re: Large Scale Wind Farm Development by Development Agreement

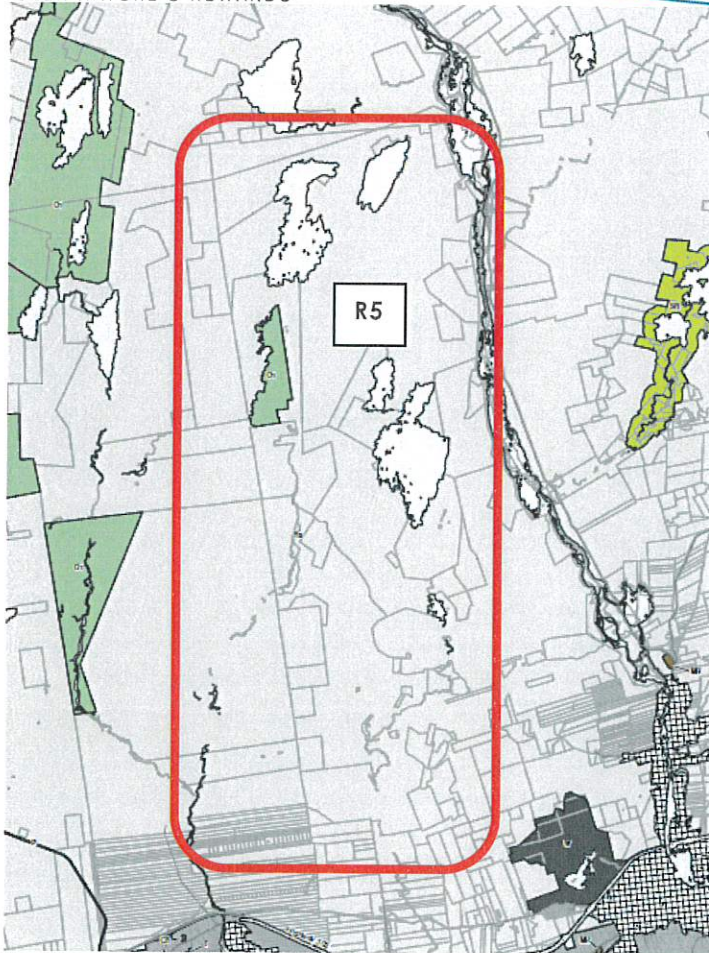
Background

Region of Queens Municipality has received an application to enter into a development agreement that would allow for a large-scale wind turbine generator development in Milton, consisting of 33 Vestas V150 wind turbines (4.5 mega watts each). The subject properties upon which the wind farm is proposed to be developed are identified as PID#'s 70247176, 70247192, 70247184, 70247200, 70264213, 70225420, 70225404, 70247218, 70247168, 70032982, 70260575, 70248695 and 70166988. A copy of the application is attached as Schedule A.



Details

The properties are zoned as Inland Rural (R5) under the Land Use Bylaw and have a future land use designation of Rural (RUR) under the Municipal Planning Strategy.



Zoning Map

Large wind turbine generators is a use that is not permitted as of right in the R5 Zone. This being said; however, Council has incorporated provision within the Municipal Planning Strategy and Land Use Bylaw whereby it can consider such uses through a development agreement process.

4.4.8 Wind Turbine Generators

Wind turbine generators harness the movement of the wind to generate electricity. Like solar collector systems, wind turbine generators can be constructed on a range of scales, from small turbines powering an off-grid cabin up to collections of multiple turbines 100+ metres tall. As of 2021, the Region has seen the development of one largescale wind energy project, located between Liverpool and Herring Cove Lake.

Wind development in Nova Scotia has slowed in recent years due to capacity constraints on the provincial grid. However, there may still be localized opportunities for continued development, and future grid upgrades may unlock the potential for renewed efforts to develop large-scale wind turbine generators.

Although the coastline of Queens has been identified as the most ideal place for locating these structures, opportunities also exist in other areas of the Region as suitable sites for such development. Council recognizes that the economic and environmental benefits of wind turbine generators can be significant. However, there are also potential impacts that need to be addressed for larger systems, including noise, visual impacts, and blade and ice throw. Council feels that careful consideration is required to limit the potential impacts on the surrounding area.

Policy 4-26: Council shall, through the Land Use Bylaw, define three categories of wind turbine generators:

- (a) Domestic wind turbine generators, which are very limited in scale and intended to generate electricity only for on-site consumption or are mechanical in nature and are intended to pump water.
- (b) Small wind turbine generators, which are limited in scale and are generally intended to meet the electricity needs of on-site uses, but may export energy to the grid through "net-metering" programs.
- (c) **Large wind turbine generators, which are large in scale and are intended for commercial supply of electricity to the grid and may be built individually or in a collective "wind farm".**

Policy 4-29: Council shall consider approval of large wind turbine generators in the **Inland Rural Zone**, Coastal Rural Zone, Rural Commercial Zone, Heavy Industrial Zone, Fishing and Marine Zone, and Recreation and Open Space Zone by development agreement, subject to the following requirements:

- (a) the project proponent shall establish a project website or webpage, which shall, at a minimum:
 - (i) identify the lands subject to the proposal;
 - (ii) identify the make and model of turbine generators considered for the proposal;
 - (iii) provide a phone number, email address, or contact form to connect members of the public with the project proponents;
- (b) the project proponent shall host a public information meeting to hear comments from the public prior to the public hearing stage, notice of which shall:
 - (i) be placed on the project website or webpage at least 14 days prior to the date of the meeting outlining the date, time, and location of the meeting;
 - (ii) be served on all property owners within 500

- metres of the proposed site; and
- (iii) *be placed in a local newspaper or newspapers circulating in the municipality, at least 14 days prior to the date of the meeting and outlining the date, time, and location of the meeting;*
 - (c) *the project proponent shall submit a decommissioning plan, which will become part of the development agreement; and*
 - (d) *the proposal shall meet the policies for considering development agreements outlined in Section 6.4.*

6.4 Development Agreements

6.4.1 Context

A development agreement is a written legal agreement between Council and a property owner. It "runs with the land"; hence, the terms of the agreement do not cease if the land is sold or if the property owner dies.

The development agreement is a mechanism through which Council can oversee the implementation of a development proposal that would not otherwise be permitted by the standards established in the applicable zone. This can allow a proposal to better fit the specific constraints or opportunities provided by a site.

A development agreement allows or limits the development to the use or types of uses actually proposed and outlined in the agreement. This allows Council to have a finer-grained level of control over the proposed development, and to implement specific measures to mitigate potential impacts. To change the development to another use that is not listed in the development agreement would require an amendment to the agreement, which would be evaluated against the policies in this Plan. In accordance with the Municipal Government Act, the types of development that may be considered by a development agreement must be clearly identified in the Plan.

6.4.2 Adopting and Amending Development Agreements

Policy 6-13: Council shall consider entering into a new development agreement where such an agreement is enabled by policies elsewhere in this Plan. Where Council approves a development agreement, the development agreement shall:

- (a) *specify the development, expansion, alteration, or change permitted;*
- (b) *specify the conditions under which the development may occur; and*
- (c) *set terms by which Council may amend or terminate and discharge the agreement.*

Policy 6-14: Council shall not approve or amend a development agreement unless Council is satisfied the proposed agreement is consistent with the enabling policy and the general criteria set out in Policy 6-21.

When evaluating development agreements, Council must be cognizant of the overall goals and policies of this MPS. In particular, it should have regard to the criteria listed in Policy 6-21.

Policy 6-21: Council shall not amend the Land Use Bylaw or approve a development agreement unless Council is satisfied the proposal:

- (a) is consistent with the intent of this Municipal Planning Strategy;
- (b) does not conflict with any Municipal or Provincial programs, bylaws, or regulations in effect in the municipality;
- (c) is not premature or inappropriate due to:
 - (i) the ability of the Municipality to absorb public costs related to the proposal;
 - (ii) impacts on existing drinking water supplies, both private and public;
 - (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;
 - (iv) the creation of excessive traffic hazards or congestion on road, cycling, and pedestrian networks within, adjacent to, or leading to the proposal;
 - (v) the adequacy of fire protection services and equipment;
 - (vi) the adequacy and proximity of schools and other community facilities;
 - (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;
 - (viii) site-specific climate change risks;
 - (ix) the potential to create flooding or serious drainage issues, including within the proposal site and in nearby areas;
 - (ix) impacts on known habitat for species at risk;
 - (x) light pollution and impacts on dark sky views, especially in the vicinity of the Kejimikujik Dark-Sky Preserve;
 - (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; and
 - (xiii) 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.

The Municipal Planning Strategy also establishes a list of conditions that may be incorporated in a development agreement.

Policy 6-15: Council may specify conditions in the development agreement to bring the proposal into alignment with the enabling policy and the general

criteria set out in Policy 6-21. Such conditions may include, but are not limited to, controls regarding:

- (a) servicing;
- (b) the type, location, and orientation of structures;
- (c) the architectural design of structures, including, but not limited to, bulk, scale, height, roof shape, building and cladding materials, and the shape and size and placement of doors and windows;
- (d) the provision of open space and amenities;
- (e) the type, size, and location of signage;
- (f) the type and orientation of exterior lighting;
- (g) management of solid waste, compost, and recycling;
- (h) pedestrian, bicycle, and vehicular circulation;
- (i) connections to existing or planned pedestrian, bicycle, and vehicular networks;
- (j) the location and number of bicycle and vehicular parking and loading spaces;
- (k) access for emergency vehicles;
- (l) the location and type of landscaping, including fences and other forms of screening;
- (m) stormwater management;
- (n) grading and erosion control;
- (o) the emission of noise, odour, light, liquids, gases, and dust;
- (p) the type of materials stored and/or sold on site;
- (q) hours of operation;
- (r) the phasing of development;
- (s) financial bonding for the construction and maintenance of components of the development, including, but not limited to, roads and landscaping;
- (t) mitigation measures for construction impacts;
- (u) time limits for the initiation and/or completion of development; and
- (v) all other matters enabled in Section 227 of the Municipal Government Act.

The process for entering into a development agreement is set out in Section 230 of the Municipal Government Act and requires a public hearing process prior to Council making a decision.

Adoption or amendment of development agreement

230 (1) A council shall adopt or amend a development agreement by policy.

(2) A council shall hold a public hearing before approving a development agreement or an amendment to a development agreement.

(3) Only those members of the council present at the public hearing may vote on the development agreement or the amendment.

(4) Upon approving a development agreement or an amendment to a development agreement, the clerk shall place a notice in a newspaper

circulating in the municipality stating that the development agreement is approved and setting out the right of appeal.

- (5) The clerk shall file a certified copy of a development agreement or amendment with the Minister when notice of the development agreement or an amendment to it is published.*
- (6) Within seven days after a decision refusing to approve a development agreement or an amendment to a development agreement, the clerk shall notify the applicant in writing, giving reasons for the refusal and setting out the right of appeal.*
- (7) Amendments to those items in a development agreement that the parties have identified as not substantive, if the substantive items were identified in the agreement, or that were not identified as being substantive, do not require a public hearing. 1998, c. 18, s. 230; 2003, c. 9, s. 60.*

Considerations

- ⇒ Subject Properties – the proposed development site is located north of Highway 103 and west of the Mersey River in the community of Milton on 13 Crown owned properties. The lands are currently vacant wood land.
- ⇒ The Proponent intends to lease portions of the subject properties from the Province for the wind energy development. An Order in Council was approved to issue a lease on November 29, 2023.
- ⇒ The distance to the nearest dwelling (camp) is 920 metres.
- ⇒ Tower height will 105 m and a rotor diameter of 150 m, for a total height 180 m. Given the location of the proposed turbines, visual impacts on the surrounding area should be greatly reduced.
- ⇒ The Proponent has established a project website, which can be found at the following link - <https://www.merseywind.ca/>
- ⇒ Access to the site will be off River Road in Milton and will utilize a network of existing logging and NSPI service roads.
- ⇒ On March 25, 2022 and August 10, 2022, the Proponent held public consultation sessions at the Milton Community Hall to provide opportunity for the Proponent to outline their proposal and allow the public to ask questions. In total, more than 50 people people attended meetings.
- ⇒ On February 16, 2023, the Proponent held a public meeting with the local indigenous community, with over 40 people in attendance. Proponent has also prepared a Mi'kmaq Engagement Plan, attached as Appendix G of application.
- ⇒ The Province of Nova Scotia, through Department of Environment and Climate change, requires Proponent to complete a full environmental assessment for projects such as these. Strum Consulting was hired to complete this study. Upon completion, the Environmental Assessment was submitted to the Department and the project was approved under the Environment Act in letter dated March 27, 2023. Refer to Appendix H of application.
- ⇒ Approvals from Transport Canada and NAV Canada have been received. Refer to Appendix J of application.
- ⇒ Typical lifespan for a wind turbine generator is approximately 30 years. As part of their environmental assessment, the Proponent has outlined a program for decommissioning the generators upon reaching the end of their service life. Decommissioning plan will be included as part of the development agreement.

Potential Options

1. Maintain status quo (deny development agreement request); or
2. Enter into a development agreement with Mersey River Wind Inc. to allow for the establishment of a 33 turbine generator wind farm development on portions of properties identified as PID #'s 70247176, 70247192, 70247184, 70247200, 70264213, 70225420, 70225404, 70247218, 70247168, 70032982, 70260575, 70248695 and 70166988.

Tentative Timeframe

<u>Date</u>	<u>Procedure</u>
January 24, 2024	Planning Advisory Committee
February 13, 2024	Council
February 21, 2024	First Public Notice
February 28, 2024	Second Public Notice
March 12, 2024	Public Hearing
March 12, 2024	Council
March 20, 2024	Notice of Passing
April 4, 2024	Appeal Period Ends

In looking at the use that is being proposed for the property, Staff are of the opinion that with the Provincial terms and conditions set out in the lease agreement and the Environmental Assessment approval, sufficient terms and conditions can be incorporated into a development agreement to meet the needs of the applicant and to also mitigate potential issues to the surrounding community.

A draft copy of the development agreement has been prepared for discussion purposes and is attached hereto as Schedule B.

Applicable Legislation

Municipal Government Act.

Recommendation

That Council of Region of Queens Municipality give notice of its intention to enter into a development agreement with Mersey River Wind Inc. to allow for the establishment of a 33 turbine generator wind farm development on portions of properties identified as PID #'s 70247176, 70247192, 70247184, 70247200, 70264213, 70225420, 70225404, 70247218, 70247168, 70032982, 70260575, 70248695 and 70166988;

And That a Public Hearing be held on March 12, 2024 in the Council Chambers of the Municipal Building, 249 White Point Road in Liverpool, NS, at 9:00 a.m.

Schedule A



REGION OF QUEENS MUNICIPALITY
LAND USE BYLAW AMENDMENT &
DEVELOPMENT AGREEMENT APPLICATION

For Internal Use Only
Acceptance Date: _____
Processing Date: _____

1. Application Type:

- Land Use Bylaw Amendment
- Development Agreement

2. Property Information:

Civic address of subject property – Queens County, NS
Property Identification Number (PID) – 70247176,70264213,70247168,70247192,
70225420,70032982,70247184,70225404,
70260575, 70247200, 70247218

Present use of subject property – Forestry
Proposed Use of subject property –Wind Energy, Forestry
Existing Lot Size - See attached Map
Existing Lot Frontage - See attached Map

3. Property Owner Information:

Name – His Majesty the King in Right of the Province of Nova Scotia
Applicant is :

- Owner
- Agent of Owner

Civic Address - _____
Mailing Address (If different from Civic Address) - P.O. Box 698, Halifax, NS B3J 2T9
Telephone Number - _____
Email Address - _____

4. Zoning Information:

Existing Zoning - R5 Inland
Proposed Zoning - R5 Inland

5. Property Servicing Information:

Water Services –
Municipal System - Existing Proposed
Drilled Well - Existing Proposed
Dug Well - Existing Proposed
Other - Not Applicable

Sewer Services –
Municipal System - Existing Proposed

On-site System - Existing Proposed
Other - Not Applicable

Access -
Public Road - Existing Proposed
Private Road - Existing Proposed
Other - _____

6. Declaration:

Registered Owner of Property (Please print)

I / We _____ do solemnly
Declare that I / We are the current registered owner(s) of the property described
in this application. I / We have examined the contents of this application and
certify that the information submitted is accurate.

*Order in Council
dated November 29/13*

Registered Owner _____
Signature _____
Date _____

Registered Owner (if more than one) _____
Signature _____
Date _____

Authorization of Registered Owner (Please print)

I / We _____ authorize
_____ To act as agent and sign this application on my /
our behalf for property located at (Civic Address)
_____ and identified as PID# _____.

Notes:

1. The requirements of a Land Use Bylaw amendment or development agreement application are established by the Planning Department of the Region of Queens Municipality. An application approval process will not commence until a completed application and advertising deposit are received.
2. Please make cheques payable to the Region of Queens Municipality. Following completion of the amendment process, the unused balance will be returned to the applicant. However, should the deposit be insufficient to cover the cost of advertising, the applicant will be responsible for the difference.
3. It is recommended that an applicant have a pre-consultation meeting with staff of the Planning Department prior to submitting this application.



MERSEY RIVER WIND

December 6, 2023
Region of Queens Municipality
Land Use Planning
249 White Point Road
PO Box 1264
Liverpool, Nova Scotia B0T 1K0

Re: Application for Development Permit for Information

Mersey River Wind Inc.
Nova Centre - South Tower suite 1500
1625 Grafton St
Halifax, NS B3J 0E8
Contact: Mitch Underhay, Development Manager

Please see enclosed information package for the Mersey River Wind Inc. (MRWI) in the Region of the Queens Municipality. Located west of Milton on crown land, the project will consist of 33 Vestas V150, 4.5 MW wind turbine generators on 105m towers, an on-site substation with a single high-voltage transmission connecting to the Milton Substation, and a maintenance building.

There is a clear need for more renewable energy generation in Nova Scotia and the cost of new wind energy has fallen dramatically over the last decade; it is our most sustainable and cost-efficient option. Roswall Development Inc. (RDI) is a renewable energy development company that intends to develop and construct a portfolio of wind energy projects across the province, beginning with MRWI on a large tract of crown land near Milton in the Region of Queens Municipality.

Renewall Energy inc, a subsidiary of RDI, is the first License Retail supplier in the Renewable to Retail program in the province. This enables privately licensed retail suppliers to sell electricity directly to consumers using Nova Scotia Power infrastructure at predetermined tariffs. The costs of both renewable energy and fossil fuels have changed significantly since that time, and the RTR program can now contribute to Nova Scotia's renewable energy needs, while offering competitive rates to energy consumers. The time is right for this program.

Mersey River Wind Inc. has hosted two community meetings at the Milton Community Hall on the evenings of May 25, 2022 and August 10, 2022, and a Mi'kmaq-focused community meeting on the evening of Feb 12, 2023. MRWI have presented to the municipal council on the evening of May 24, 2022 and more recently on July 11, 2023. As of the date of submission, we have received 16 letters of support, including prominent residents and local businesses.

Meteorological testing towers were erected for real time wind assessment in April 2021 and September 2022, authorized under crown Letters of Authority granted in January 2021 and June 2022 respectively.



MERSEY RIVER WIND

MRWI has received Letters of Offer for a lease and easements, confirmed by Orders in Council on November 29, 2023 for three land control instruments:

- An Easement of transmission line from the project substation to the Milton Substation;
- An Easement for roads and collector lines;
- A Lease for the turbine areas and project substation.

The final lease and easement documents are expected to be the final step in our land control process, which should be available in Q1, 2024.

The Environmental Assessment was approved on March 27, 2023.

MRWI has two active interconnection requests with Nova Scotia Power but will share a common point of interconnection. Our first phase of the project received the final Generator Interconnection Agreement in August of 2023. The second request is proceeding in through the System Impact Studies with no issues anticipated.

There appears to be a jurisdictional conflict between the Municipality and the Province regarding projects on crown land. MRI cannot proceed without a resolution to this bureaucratic impasse.

We therefore request that the municipality accept the Letter of Offer, with the Orders in Council, as sufficient land control to begin the development agreement review process. While the council may not grant the final approval to MRI without the registered lease in place, we ask that the council review this package, accept the previously held public meetings as part of the engagement process and conditionally approve the project, contingent upon the final lease agreement. For greater clarity, this allows the Municipality and the Crown to finalize the Project simultaneously, avoiding further delays.

Do not hesitate to contact us with any questions or if you require any additional information.

Regards,

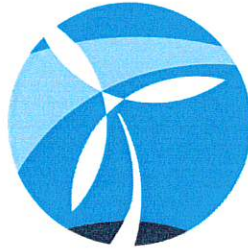
Mitch Underhay

Development Manager

Roswall Development Inc.

647-472-2020

mitch@roswall.ca



Mersey River Wind Energy Project

148.5 MW

Queens County, Near Milton, NS

December 06, 2023

Submitted by
Mersey River Wind Inc.
Nova Centre - South Tower suite 1500
1625 Grafton St
Halifax, NS B3J 0E8



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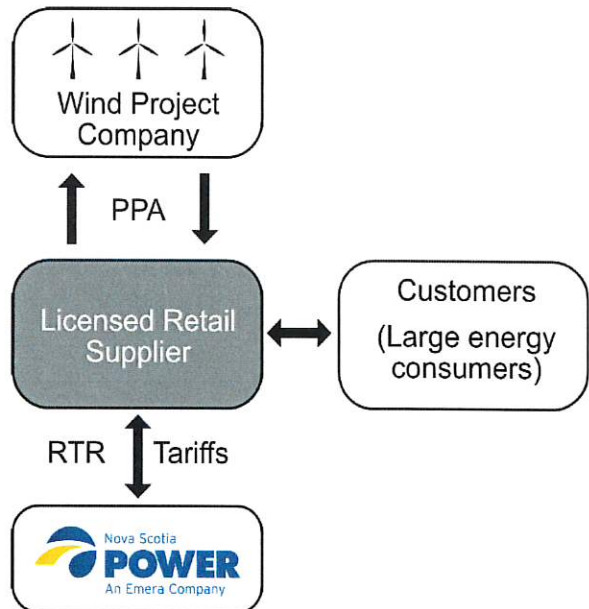


1. Executive summary

Roswall Development Inc. is a renewable energy development company based in Halifax, Nova Scotia. Under its subsidiary company Mersey River Wind Inc. we intend to develop and construct a new wind energy project near Milton, NS through the Renewable to Retail program. Located on Crown lands, the project is compliant with the Municipal Planning Strategy (MPS) Policy 4-29 for large wind energy projects. This submission includes all information in accordance with the prerequisites of development application, as described in the MPS Policy 6-21, and 6-22.

2. Renewable to Retail

The Renewable to Retail act was enabled by amendment to the Electricity Act in 2015. It allows Private entities to register as Licensed Retail Suppliers to sell electricity directly to consumers using Nova Scotia Power’s Infrastructure with predetermined tariffs. This is the first program that allows for private entities to contract their own offtake without waiting for a government procurement program.



Roswall Development Inc. is the developer of the Mersey River Wind Energy Project and the whole owner of the Licensed Retail Supplier.

This means that Roswall is able to have customers sign up to purchase their electricity through us, not Nova Scotia Power. Once enough customers have signed up, we are able to finance and build another phase of our wind project by contracting a Power Purchase Agreement between the Licensed Retail Supplier and the Wind Project Company. Roswall currently has sufficient indicative interest from large energy consumers in Nova Scotia to construct the first 2 project phases.

3. Project

Mersey River Wind Inc., with execution by Roswall Development Inc., is developing the Mersey River Wind Farm, located near Milton, NS. The Project will consist of 33 Vestas V150 wind turbines (4.5 MW each) which have a hub height of 105 m and a rotor diameter of 150 m, for a



total height of 180 m. Please see Appendix A - Turbine Specification Brochure for details.

Project components will include:

- Vesta V150 wind turbines
- Access road networks
- Low voltage collector lines
- Substation and high voltage electrical lines
- Wind turbine pads
- Operations and maintenance building

4. Land Control

On August 24, 2023, Mersey River Wind Inc. received Letters of Offer for Lease and Easements from Natural Resources and Renewables (NRR). An Order in Council dated November 29, 2023 approved these offers. The final lease and easement agreements are expected in the first quarter of 2024 (Appendix B).

5. Site Plan

The project area (Appendix C) consists primarily of Crown lands, in the Inland Rural Zone (Appendix D). A comprehensive road network currently exists in the project area and is associated with forestry activity and the NS Power Mersey Hydro System, and the existing Milton Substation. These roads will be upgraded as required to safely transport the turbines, provide an appropriate turning radius, and support construction activities in compliance with municipal and provincial guidelines and requirements. Collector lines within the Project Area will connect the wind turbines to an on-site substation, stepping up the voltage from 34.5 kV to 138 kV. The higher voltage transmission line will then connect the Project to the existing NS Power Milton Substation. All access roads, collector lines, turbines, and transmission line are subject to Crown easements and leases (Appendix E).

6. Public Engagement

Mersey River Wind Inc. will make every effort to be open and transparent in its communication of information to the relevant parties and right holders. Public mailouts, which can be found in Appendix F, announcing the open houses were mailed two weeks in advance to approximately 1000 local residents based on local mail routes. Two public meetings were held at the Milton Community Hall on the evenings of May 25, 2022 and August 10, 2022 and presented this project to the municipal council on the evening of May 24, 2022 and recent updates on June 11, 2023.

An additional public meeting was held on February 16, 2023 with the local indigenous community. We have prepared a Mi'kmaq Engagement Plan, found in Appendix G, which



includes a detailed engagement log. Major project updates will be shared with the Assembly of Chiefs, Sipekne'katik, Membertou, Millbrook, the Mi'kmaq Grand Council, and the Native Council of Nova Scotia.

We are in the process of developing a system in which all the complaints and concerns arising during the Project will be directed to the Public Communications Coordinator (PCC). The complaints may arise through a community liaison committee or from individuals. All complaints will be directed through an email address, below, or a phone line which will be established. The following email addresses will be established to centralize, track and manage complaints and concerns:

- info@merseyriverwind.ca
- info@merseywind.ca
- mersey@roswall.ca

7. Website

A website was made by Mersey River Wind Inc. to allow for regular project updates and other necessary information. We have included all the necessary features, such as contact information, action buttons, and information tabs as part of industry practice.

Following are the links for both of the websites:

Roswall Development Inc.: [Roswall Development](#)

Mersey River Wind Inc.: [Mersey River Wind \(merseywind.ca\)](http://merseywind.ca)

8. General & Technical Specifications

Mersey River Wind Inc. will be commissioning 33 Nos of Vestas 150- 4.5 MW Wind Turbine Generators for the project. These turbines are pitch regulated upwind turbines with active yaw and three blade rotor and hub. As turbines are Vestas V150 having rotor diameter of 150m, meaning the blades are each 75 meters long. In order to avoid the blades hanging beyond the leased area, each wind turbine covers 150 square meters of area.

Total leased area for wind turbines and substation will be 80.37 hectares. That leased area is larger than what is needed for the laydown areas to construct the turbine, so the edge of clearing will be smaller than the leased area.

The substation will be a fenced yard with breakers, the main transformer, and associated equipment. Next to the substation will be an operation and maintenance building to house the control equipment, break room and any equipment necessary to the ongoing maintenance of the project.



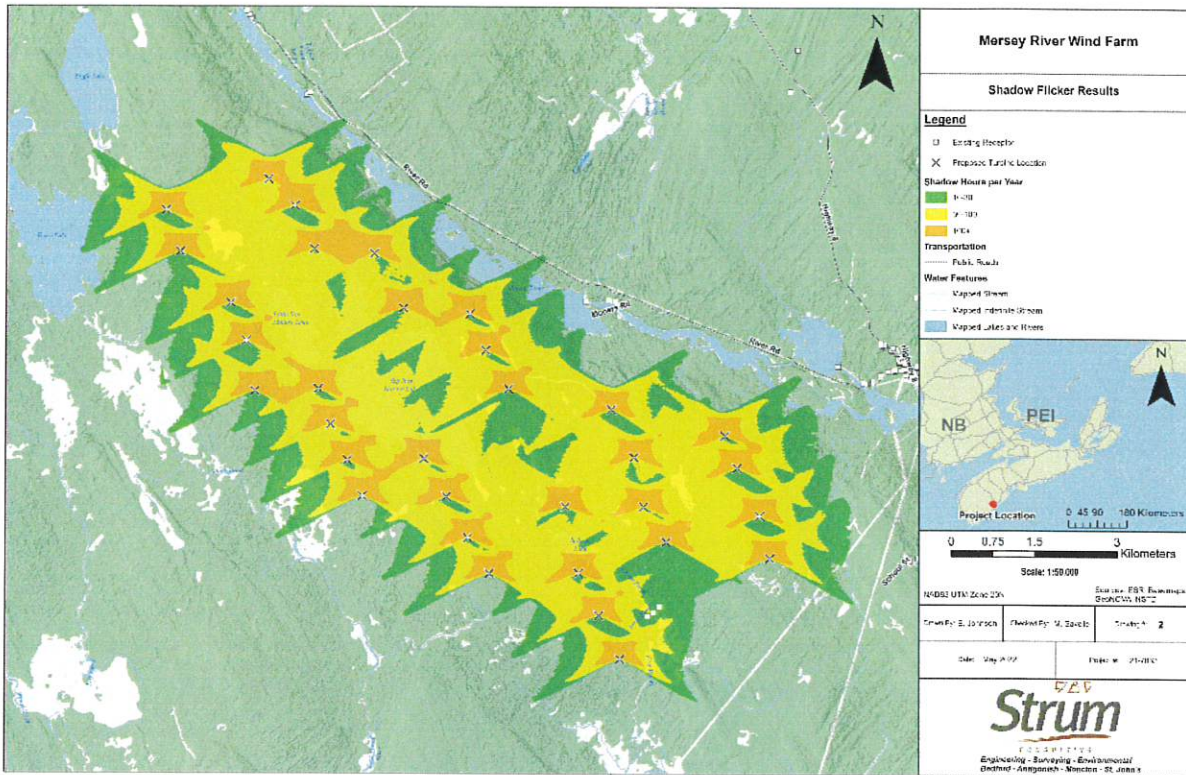
Power generated through these turbines will be collected and transmitted through the 138 kV transmission lines which will be further tapped to the existing transmission line of Nova Scotia Power Inc.

9. Environmental Studies

An Environmental Assessment (EA) for the proposed project site was completed and received approval on March 27, 2023 (Appendix H). The EA covered a number of studies on wetlands, watercourses, vegetation, and animals. In addition to the EA, we have also carried out an avian RADAR campaign, a Mi'kmaq ecological knowledge study (MEKS), and an archaeology survey. We hired Strum Consulting, a company that specializes in professional environmental, engineering, and survey services, to help us with all of those studies.

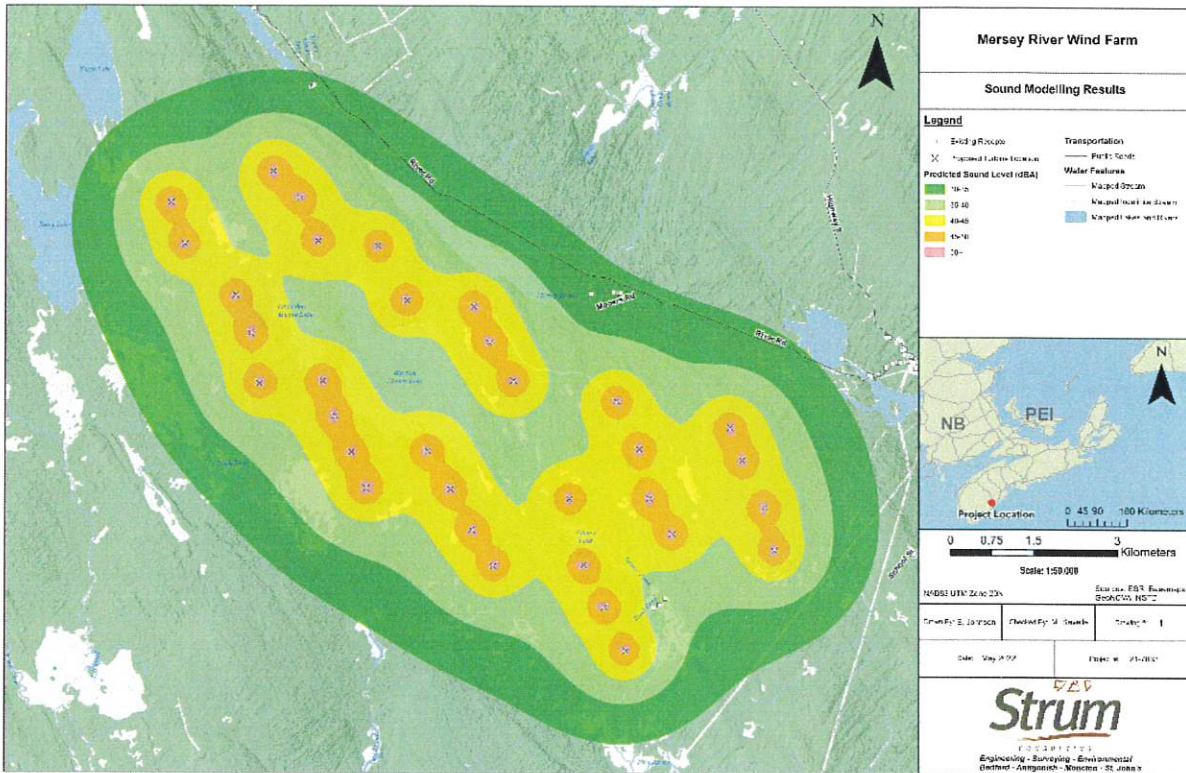
A. Shadow Study

Shadow flicker can occur when rotating blades cast flickering shadows during times of direct sunlight. The magnitude of shadow flicker is determined by the position and height of the sun, wind speed and direction, geographical location, time of year, cloud cover, turbine hub height and rotor diameter, and proximity to the turbine. These studies are done assuming there is no vegetation and it's always windy and sunny. Predictive shadow flicker modeling was conducted to meet NSECC standards (i.e., no more than 30 hours of flicker over a year or 30 minutes of flicker per day). Following is the simulated model created by modeling the shadow flicker levels created by the turning blades. The results of the modeling show that all receptors comply with the guidelines. Under worst-case scenario conditions, the greatest shadow flicker experienced at a receptor is 5 hours and 36 min per year and 13 minutes on the worst day.



B. Noise Study

Wind turbines emit sound at different frequencies (pitch) while the turbines move. That sound is carried by the wind nearby. Predictive sound modeling was conducted to meet NSECC standards (i.e., 40 dBA for dwellings, daycares, hospitals, and schools). Following is the simulated model created by studying sound levels created by turning blades. In this model we have assumed that there is no vegetation, the environment is always windy and winds are always downwinds. The results of the sound modeling show that no receptors exceed the recommended guideline of 40 dBA. The highest predicted sound level at a receptor is 33.3 dBA.



C. Stormwater Management Plan

During construction there will be changes made to the current landscape which may interfere with the water system. To manage and prevent incidents, we have developed a stormwater management plan, Appendix I, which outlines how runoff of rainwater or melted snow will be managed. The stormwater management plan identifies the culverts and crossings associated with the construction of the project to help eliminate and reduce the risk of pollution, erosion, and flooding.

9. Wind Study

Meteorological test (MET) towers were erected for real time wind assessment in April 2021 and September 2022, authorized under Letters of Authority granted by the Department of Natural Resources and Renewables in January 2021 and June 2022 respectively. The MET towers are located on PID70247192 & PID70247200 and are populating real time data for wind speeds, temperature and other related factors.

10. Navigations Canada

Mersey River Wind Inc. applied for permission from NavCan and received No Objection Letters, listed in Appendix J, for the establishment of Meteorological Towers dated January 19, 2021 and



October 29, 2021. Also, we have applied for permission for Wind Turbines and received a No Objection Letter on December 2, 2021 for the Mersey River Wind Project.

11. Interconnection Applications

We have submitted interconnection applications for both Phase I and Phase II of the project. For Phase I (IR 597) we have signed a General Interconnection Agreement (GIA) with Nova Scotia Power Inc. for evacuation of generated power and for Phase II (IR 675), we have received System Impact Study report Part I and Facility Study is in final Stages.

12. Construction

The amount of clearing necessary will be relatively small. Each turbine will require approximately one hectare of cleared land and the electrical lines will be co-located with roads where possible. That said, to mitigate any adverse environmental impacts during clearing and grubbing, the following precautions will be taken:

- Tree clearing will be conducted in compliance with the Migratory Bird Convention Act and the Species At Risk Act.
- Prior to clearing, migratory bird nest searches within the proposed clearing area will take place in consultation with the Canadian Wildlife Association.
- Should nests be located, tree clearing will be scheduled, where possible, to avoid key migratory bird nesting periods.
- Environmentally sensitive features will be identified and clearly marked, for example, watercourses, wetlands, and areas of high-archeological potential.
- All watercourses will be kept free of chips and debris resulting from clearing activities.
- Appropriate erosion and sediment controls will be implemented to stabilize the slopes/banks on either side of watercourses and prevent sediment run-off.
- Any wetland or watercourse alterations are subject to NS ECC approval

13. Decommissioning Plan

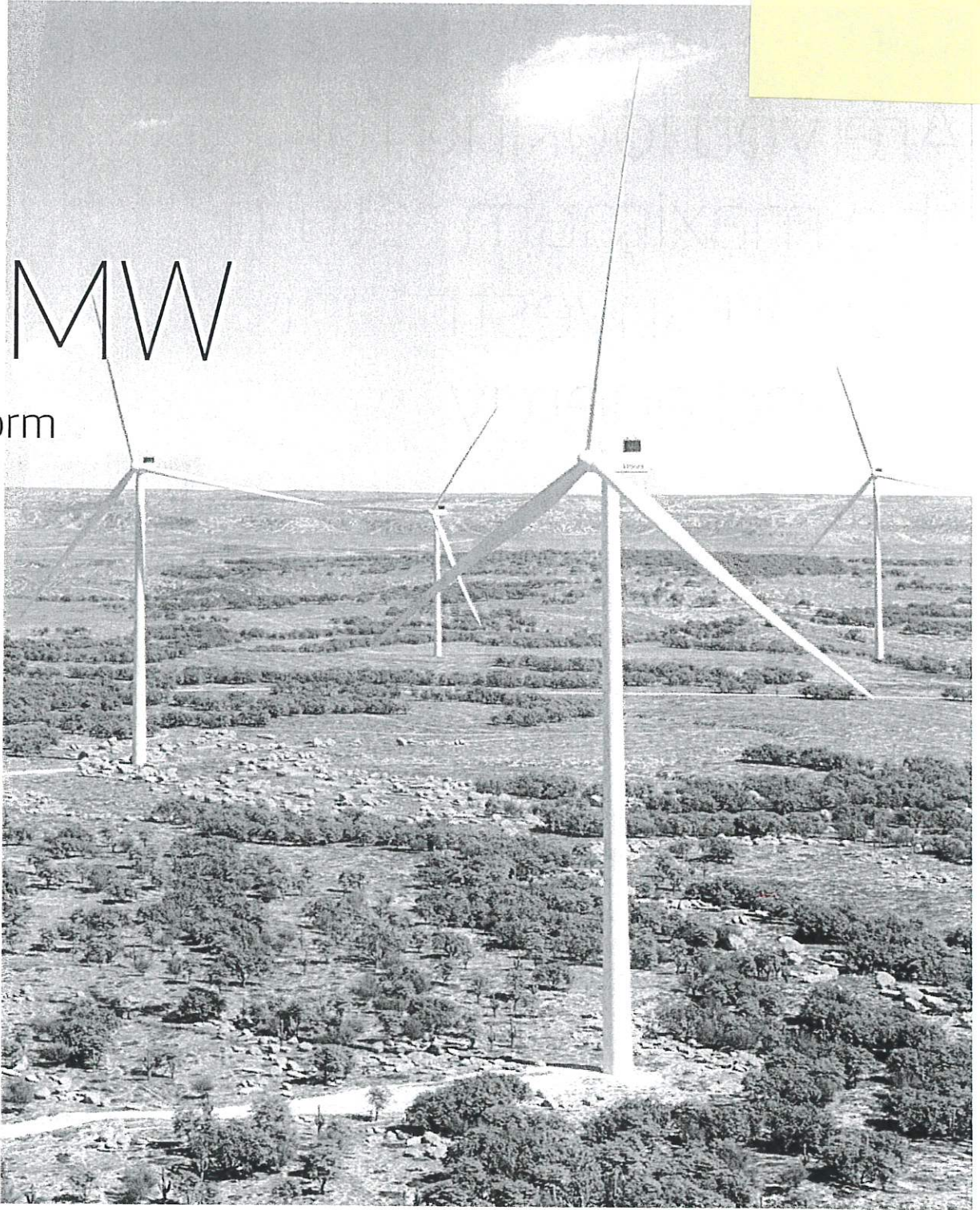
All the structures will be removed after their useful life completion. For removal and decommissioning, Mersey River Wind Inc. will keep aside an annual contribution based on an independent engineer's cost estimate for decommissioning, which will be established upon commissioning and revised every 5 years for the lifespan of the project. As far as major equipment is concerned, all the metallic equipment and structures i.e. steel poles, electric cables, metallic structures will be recycled, blades are made up of artificial fibers that may be refurbished and re-casted. Cement and stone foundations will stay in place and covered over with soil.



- Appendix A - Turbine Specifications Brochure
- Appendix B - Land Control Documents
- Appendix C - Site Plan
- Appendix D - Zoning Map
- Appendix E - Lands Map
- Appendix F - Public Open House Mailouts
- Appendix G - Mi'kmaq Engagement Plan
- Appendix H - Environmental Assessment Approval
- Appendix I - Stormwater Management Plan
- Appendix J - No Objection Letters from NAV Canada

4 MW

platform

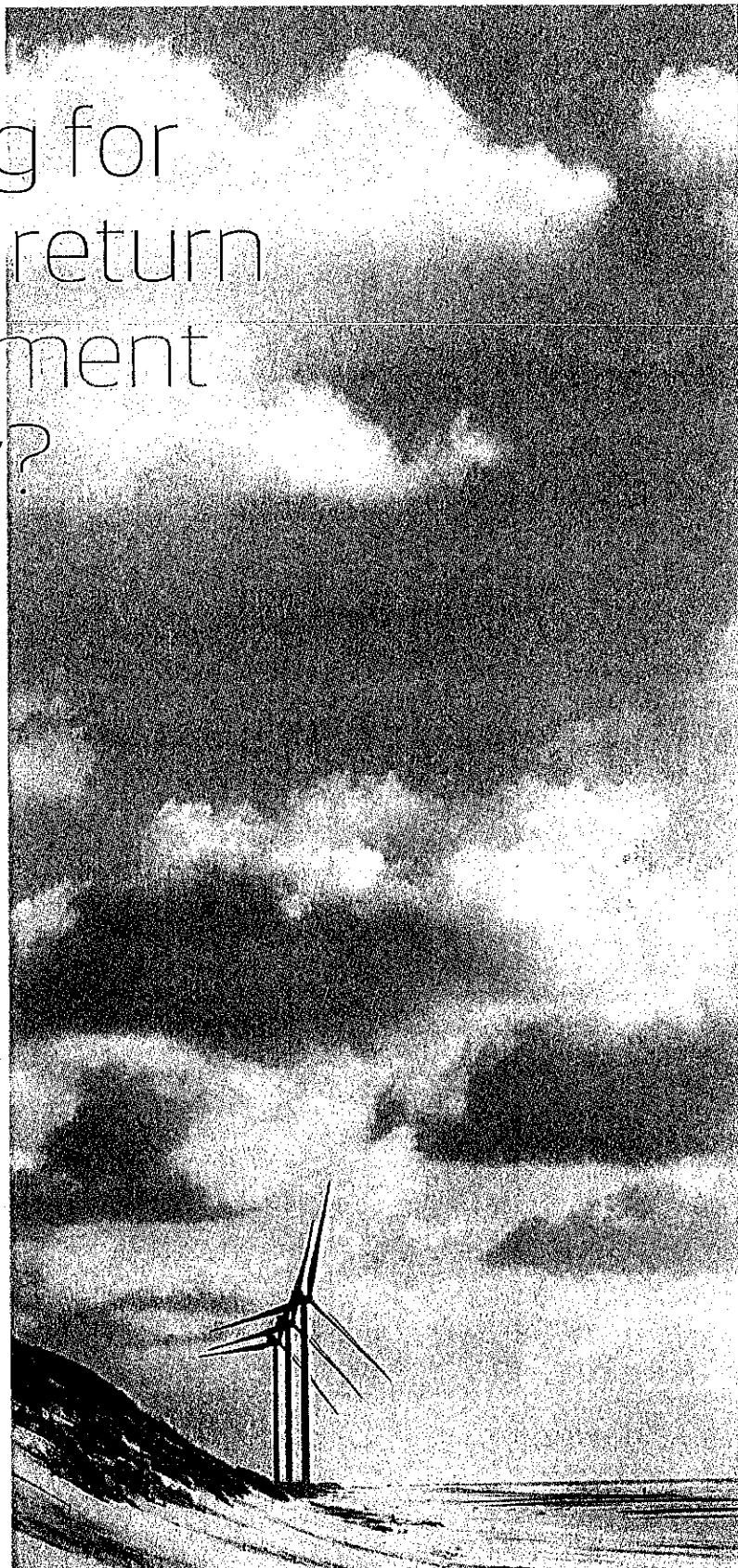


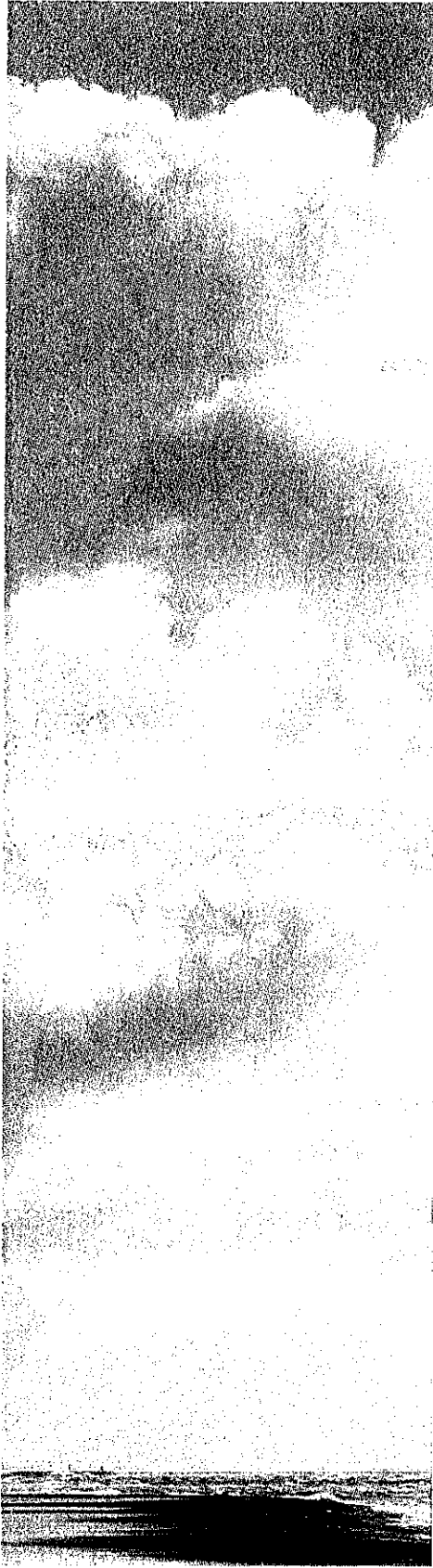
Are you looking for the maximum return on your investment in wind energy?

Wind energy means the world to us. And we want it to mean the world to you – our customers, too, by maximising your profits and strengthening the certainty of your investment in wind power.

That's why, together with our partners, we always strive to deliver efficient solutions and wind technologies, high quality products and first-class services throughout the entire value chain. And it's why we put so much emphasis on reliability, consistency and predictability of our technology.

We have over 40 years' experience in wind energy. During that time, we've delivered more than 173 GW of installed capacity in 88 countries. That is more than anyone else in the industry. We currently monitor over 48,000 wind turbines across the globe. All tangible proof that Vestas is the right partner to help you realise the full potential of your wind sites.





What is the 4 MW Platform today?

The Vestas 4 MW platform is designed for a broad range of wind and site conditions, applicable for either land- or capacity-constrained markets. Since the introduction in 2010 with the launch of the V112-3.0 MW[®], the platform was upgraded, and new variants are introduced utilising the untapped potential of the platform.

All variants of the 4 MW platform are based on the proven technology of the V112-3.0 MW[®] with a full-scale converter, providing you with superior grid performance.

All variants carry the same nacelle dimension, and the hub design has been re-used to the largest extent possible.

The same ergonomically designed and very spacious nacelle makes it easier for maintenance crews to gain access, so they can reduce the time spent on service while maximising the uptime without compromising on safety.

All turbines can be installed or maintained using standard installation or servicing tools and equipment, further reducing operational and maintenance costs by minimising your stock level of spare parts.

The V112-3.45 MW[®] and the other 4 MW variants advance the already proven technology powering over 87,000 installed Vestas turbines worldwide - more than any other supplier.

Turbines worldwide

+87,000

In addition, our engineers have increased the nominal power across the entire platform improving your energy production significantly. With this expansion, the 4 MW platform covers all IEC wind classes with a variety of rotor sizes and a rated output power of up to 4.5 MW.

The 4 MW platform has now evolved to power 8 rotor sizes represented by 12 official variants. Leveraging Vestas Modular Product Development, standard interfaces between interchangeable components allow for configuration flexibility in our offerings and enable efficiency in technology response. Combined with a large catalogue of optional features and tower options, the 4 MW platform portfolio allows you to mix turbines across your site or portfolio of sites, delivering industry-leading reliability, serviceability and exceptionally efficient energy capture. Leveraging the well-established global supply network, our 4 MW platform is all about optimising your business case.

You can choose from the following turbines on the 4 MW platform:

- V105-3.45 MW[™] - IEC IA
- V112-3.45 MW[®] - IEC IA
- V117-3.45 MW[®] - IEC IB/IEC IIA
- V117-4.2 MW[™] - IEC IB-T/IEC IIA-T/IEC S-T
- V126-3.45 MW[®] - IEC IIB/IEC IIA
- V136-3.45 MW[®] - IEC IIB/IEC IIIA
- V136-4.2 MW[™] - IEC IIB/IEC S
- V136-4.5 MW[™] - IEC IIB
- V150-4.2 MW[™] - IEC IIIB/IEC S
- V150-4.5 MW[™] - IEC IIIB
- V155-3.6 MW[™] - IEC S
- V163-4.5 MW[™] - IEC IIIB

To date, over 18,000, totalling +69 GW of the 4 MW platform turbines have been installed globally. Benefitting from operational insights, continuous development with a modular approach and the future of energy in mind, the 4 MW platform - backed by its well-established and efficient global supply network - forms a central part of the Vestas' product and solutions offerings and represents a portfolio of turbines delivering flexible and highly efficient wind energy solutions to power the global energy transition.

How does our technology generate more energy?

More power for every wind site

The V112-3.45 MW[®], the V117-3.45 MW[®], the V117-4.2 MW[™], the V126-3.45 MW[®], the V136-3.45 MW[®], the V136-4.2 MW[™], the V136-4.5 MW[™], the V150-4.2 MW[™] and the V150-4.5 MW[™] are available with several Sound Optimised Modes to meet sound level restrictions with an optimised production. The power system enables superior grid support, and it is capable of maintaining production across severe drops in grid voltage, while simultaneously minimising tower and foundation loads. It also allows rapid down-rating of production to 10 percent nominal power.

Proven technologies - from the company that invented them

The 4 MW platform is a low-risk choice. It is based on proven technologies that underpin more than 87,000 Vestas' turbines installed around the world. Using the best features from across the range, as well as some of the industry's most stringently tested components and systems, the platform's reliable design minimises downtime – helping to give you the best possible return on your investment.

With an operating range that covers all wind classes, our 4 MW platform delivers unrivalled energy production. The proven blade technology from the V112-3.0 MW[®] is used on the V105-3.45 MW[™], the V112-3.45 MW[®], the V117-3.45 MW[®] and the V117-4.2 MW[™]. The industry known structural shell blades are used on the V126-3.45 MW[®], V136-3.45 MW[®], V136-4.2 MW[™], V136-4.5 MW[™], V150-4.2 MW[™], V150-4.5 MW[™], V155-3.6 MW[™] and V163-4.5 MW[™] - a technology which is also used on the 2 MW V110-2.0 MW[®], the V116-2.1 MW[™] and the V120-2.2 MW[™] variants.

Reliable and robust

The Vestas Test Centre is unrivalled in the wind industry. We test most nacelle components using accelerated life testing under mixed and aggregated environmental conditions. For critical components, Highly Accelerated Life Testing (HALT) identifies potential failure modes and mechanisms. Specialised test rigs ensure strength and robustness for the gearbox, generator, yaw and pitch system, lubrication system and accumulators. Our quality-control system ensures that each component is manufactured to design specifications and performs at site. We systematically monitor measurement trends that are critical to quality, locating defects before they occur.

Options available for the 4 MW platform

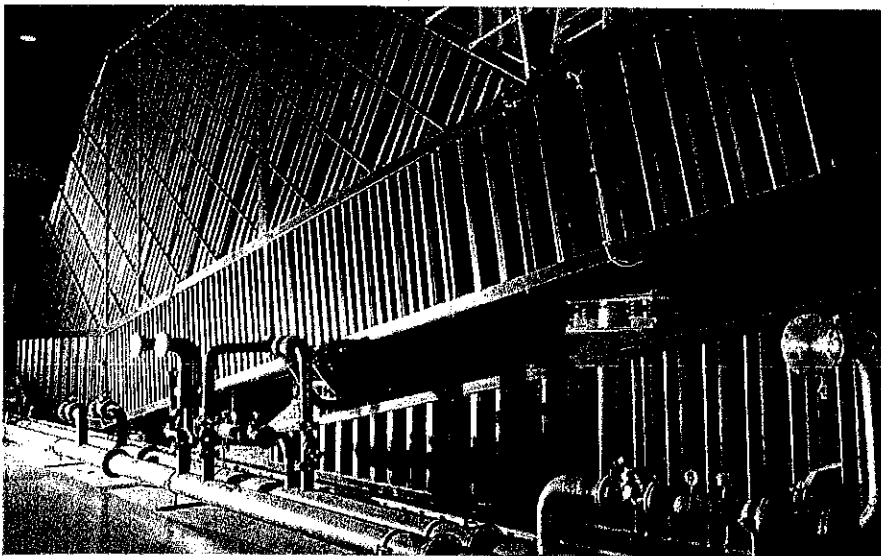
An option is an extra feature that can be added to the turbine to suit a project's specific needs. By adding options to the standard turbine, we can enhance the performance and adaptability of the wind power project and facilitate a shorter permitting cycle at restricted sites. The options can even be a decisive factor in realising your specific project, and the business case certainty of the investment.

Here is a list of the options available for the 4 MW platform:

- Power Optimised Modes
- Load Optimised Modes
- Condition Monitoring System
- Service Personnel Lift
- Vestas Ice Detection
- Vestas De-Icing
- Vestas Anti-Icing System™
- Low Temperature Operation to - 30°C
- Fire Suppression
- Shadow Flicker Control System
- Vestas Bat Protection System
- Aviation Lights
- Aviation Markings on the Blades
- Vestas IntelliLight™
- Nacelle Hatch for Air Inlet

	Low Wind Speeds	Medium Wind Speeds	High Wind Speeds
4 MW turbines			
V105-3.45 MW™ IEC IA			
V112-3.45 MW™ IEC IA			
V117-3.45 MW™ IEC IB/IEC IIA			
V117-4.2 MW™ IEC IB-T/IEC IIA-T/IEC S-T			
V126-3.45 MW™ IEC IIA/IEC IIB			
V136-3.45 MW™ IEC IIB/IEC IIIA			
V136-4.2 MW™ IEC IIB/IEC S			
V136-4.5 MW™ IEC IIB			
V150-4.2 MW™ IEC IIB/IEC S			
V150-4.5 MW™ IEC B			
V155-3.6 MW™ IEC S			
V163-4.5 MW™ IEC B			

The 4 MW platform covers all wind segments enabling you to find the best turbine for your specific site.



Life testing

The Vestas Test Centre has the unique ability to test complete nacelles using technologies like Highly Accelerated Life Testing (HALT). This rigorous testing of new components ensures the reliability of the 4 MW platform.



Is the 4 MW platform the optimal choice for your specific site?

One common nacelle – nine different rotor sizes

The wind conditions on a wind project site are often not identical. The 4 MW platform features a range of turbines that cover all wind classes. Combined across your site, they help maximise the energy output of your power plant.

Tip-height restrictions and strict grid requirements

With a rotor size of 105 m, the V105-3.45 MW™ IEC IA is the turbine that fits the most severe wind conditions. It has an extremely robust design for tough site conditions and is especially suited for markets with tip-height restrictions and high grid requirements.

Like all the other 4 MW turbines, the V105-3.45 MW™ is equipped with a full-scale converter ensuring full compliance with the challenging grid codes in countries like the UK and Ireland.

Cold climates

The V112-3.45 MW®, V117-3.45 MW®, V117-4.2 MW™, V126-3.45 MW®, V136-3.45 MW® can be combined with Vestas De-icing and Vestas Ice Detection ensuring optimum production in cold climates. Vestas Anti-Icing System™ is available for the V136-4.2 MW™, the V150-4.2 MW™ and the 150-4.5 MW™.

High- and medium-wind sites

The V112-3.45 MW® IEC IA is a high-wind turbine and has a high capacity factor. Similar to the other 4 MW turbines, the V112-3.45 MW® IEC IA turbine makes efficient use of its grid compatibility and is an optimal choice for sites with MW constraints.

On medium-wind sites, the V117-3.45 MW® IEC IB/IEC IIA, V126-3.45 MW® IEC IIA/IEC IIB, V136-3.45 MW® IEC IIB/IEC IIIA, V136-4.2 MW™ IEC IIB/IEC S, V136-4.5 MW™ IEC IIB and V163-4.5 MW™ IEC IIB are excellent turbine choices.

A combination of the variants can optimise your site layout and improve your production significantly on complex sites. V117-4.2 MW™ IEC IB -T/IEC IIA -T/IEC S -T and V136-4.2 MW™ IEC IIB/IEC S are designed for application on sites exposed to severe climate events.

Low-wind sites

Built on the same proven technology as the V150-4.2 MW™ IEC IIB/IEC S and V150-4.5 MW™ IEC IIB and the V163-4.5 MW™ IEC IIB are our best performers on low-wind sites. The larger rotors enable greater wind capture, which in turn produces more energy when it matters most at low wind conditions. The result is exceptional profitability in areas with low wind, and new frontiers for wind energy investment.

Large Diameter Steel Towers (LDST) support the added rotor size and rating of Vestas turbines to increase Annual Energy Production on low-wind sites. LDST is specially designed with a larger diameter in the bottom section that allows for optimal strength at high hub heights.

Maximising old permits

Although the V150-4.2 MW™, the V150-4.5 MW™ and the V163-4.5 MW™ are some of the highest producing low wind turbines available, some old permits may simply be too tight to accept it. Although the V117-3.45 MW®, V126-3.45 MW®, V136-3.45 MW®, V136-4.2 MW™ and V136-4.5 MW™ are medium-wind turbines, they still deliver an excellent business case on low-wind sites.

Due to the similar electrical properties and nacelle design, it is easy to mix and match the turbines from the 4 MW platform to maximise production on heavily constrained sites.

Would you benefit from uninterrupted control of wind energy production?

Knowledge about wind project planning is key

Getting your wind energy project up and operating as quickly as possible is fundamental to its long-term success. One of the first and most important steps is to identify the most suitable location for your wind power plant. Vestas' SiteHunt® is an advanced analytical tool that examines a broad spectrum of wind and weather data to evaluate potential sites and establish which of them can provide optimum conditions for your project.

In addition, SiteDesign® optimises the layout of your wind power plant. SiteDesign® runs Computational Fluid Dynamics (CFD) software on our powerful in-house supercomputer Firestorm to perform simulations of the conditions on site and analyse their effects over the whole operating life of the plant. Put simply, it finds the optimal balance between the estimated ratio of annual revenue to operating costs over the lifetime of your plant, to determine your project's true potential and provide a firm basis for your investment decision.

The complexity and specific requirements of grid connections vary considerably across the globe, making the optimal design of electrical components for your wind power plant essential. By identifying grid codes early in the project phase and simulating extreme operating conditions, Electrical PreDesign provides you with an ideal way to build a grid compliant, productive and highly profitable wind power plant. It allows customised collector network cabling, substation protection and reactive power compensation, which boost the cost efficiency of your business.

Advanced monitoring and real-time plant control

All our wind turbines can benefit from VestasOnline® Business, the latest Supervisory Control and Data Acquisition (SCADA) system for modern wind power plants.

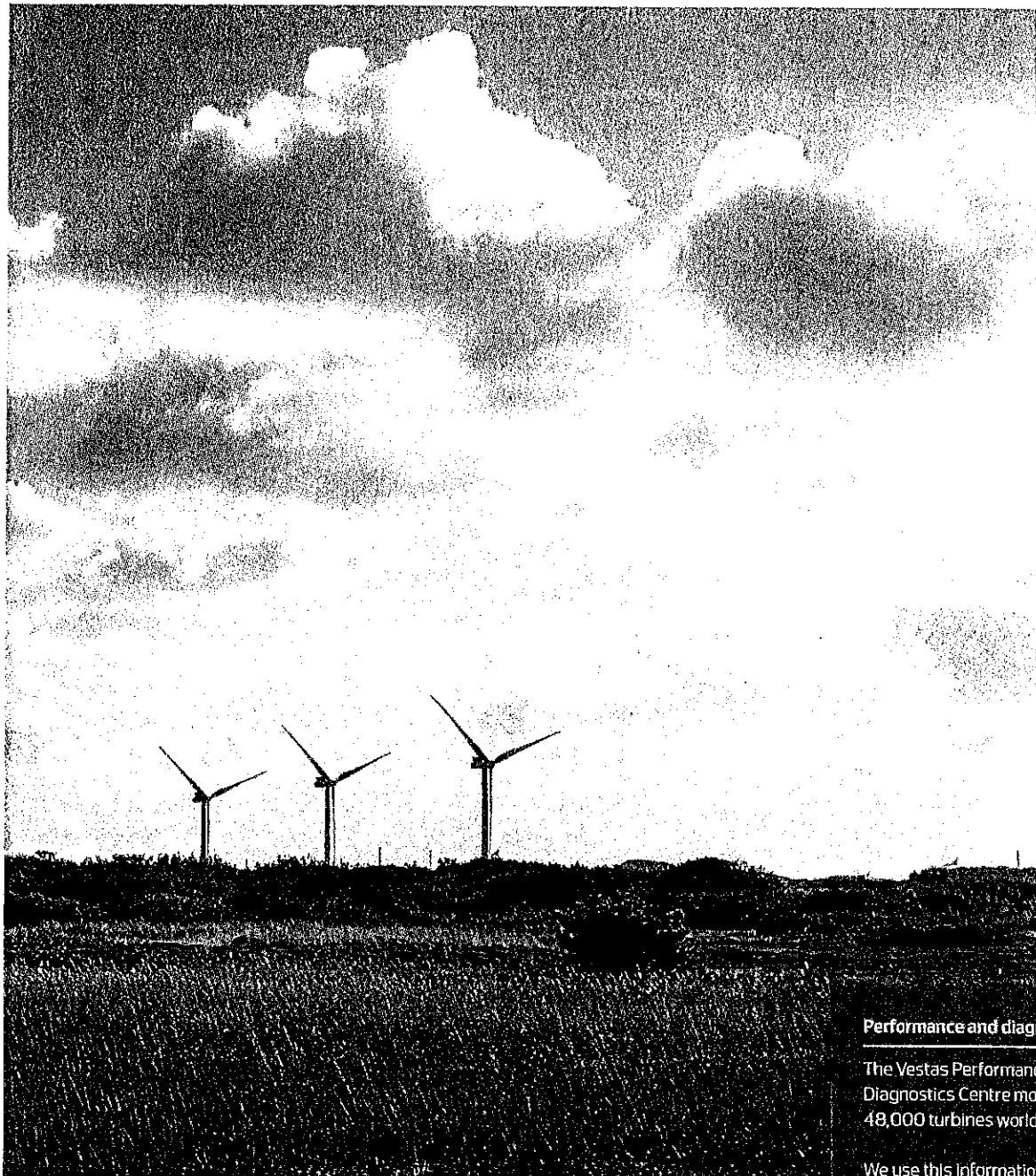
This flexible system includes an extensive range of monitoring and management functions to control your wind power plant. VestasOnline® Business enables you to optimise production levels, monitor performance and produce detailed, tailored reports from anywhere in the world. The VestasOnline® Power Plant Controller offers scalability and fast, reliable real-time control and features customisable configuration, allowing you to implement any control concept needed to meet local grid requirements.

Surveillance, maintenance and service

Operating a large wind power plant calls for efficient management strategies to ensure uninterrupted power production and to control operational expenses. We offer 24/7 monitoring, performance reporting and predictive maintenance systems to improve turbine performance and availability. Predicting faults in advance is essential, helping to avoid costly emergency repairs and unscheduled interruptions to energy production.

Our Condition Monitoring System (CMS) assesses the status of the turbines by analysing vibration signals. For example, by measuring the vibration of the drive train, it can detect faults at an early stage and monitor any damage. This information allows pre-emptive maintenance to be carried out before the component fails, reducing repair costs and production loss.

Additionally, our Active Output Management® (AOM) concept provides detailed plans and long term agreements for service and maintenance, online monitoring, optimisation and troubleshooting. It is possible to get a full scope contract, combining your turbines' state-of-the-art technology with guaranteed time or energy-based availability performance targets, thereby creating a solid base for your power plant investment. The Active Output Management® agreement provides you with long term and financial operational peace of mind for your business case.



Performance and diagnostics

The Vestas Performance and Diagnostics Centre monitors more than 48,000 turbines worldwide.

We use this information to continually develop and improve our products and services.

Turbines monitored

+48,000

Vestas' transparency towards Sustainability

Vestas Sustainability

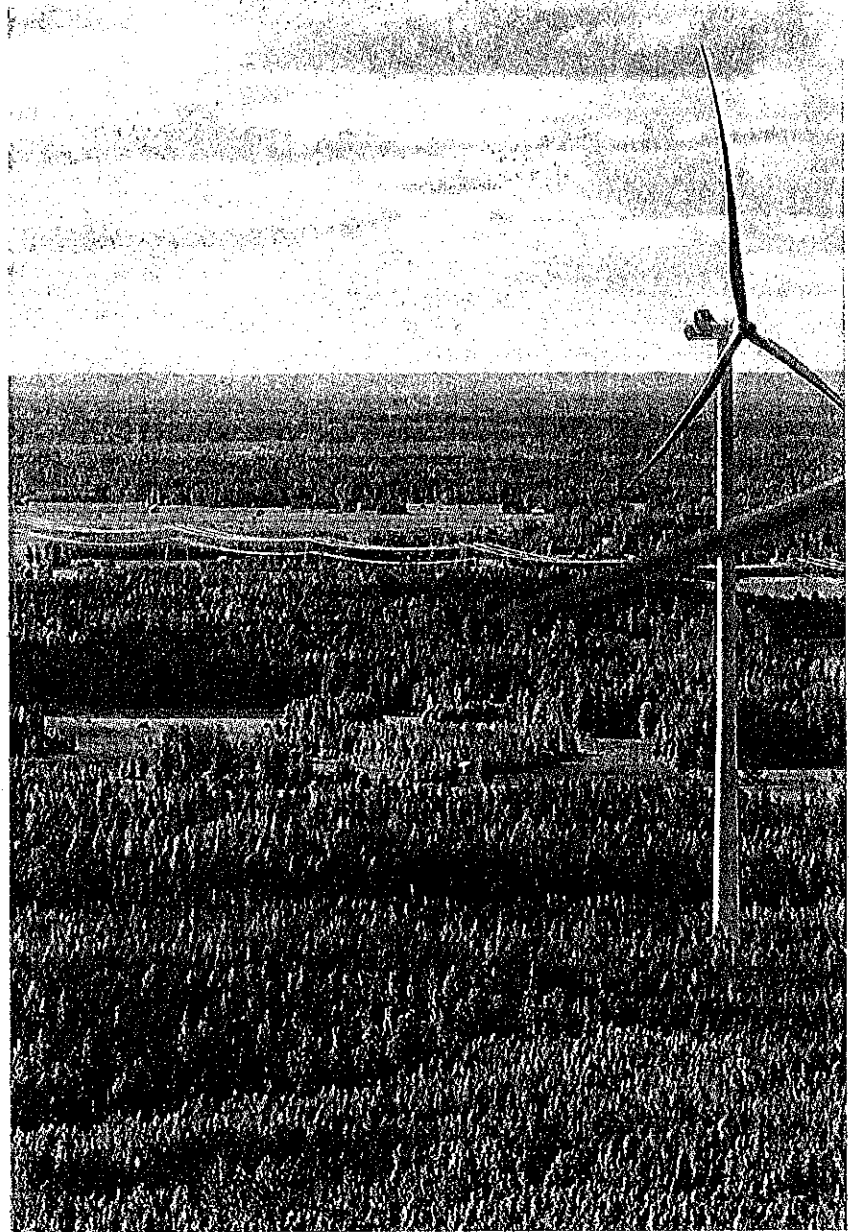
In 2020 we introduced our sustainability strategy, Sustainability in Everything We Do. At Vestas we are working to improve our own environmental performance, create value for local communities, promote a safe, diverse, and inclusive workplace, while leading the transition to a world powered by sustainable energy. We believe these efforts will help elevate the standards of our industry as a whole. Read more about Vestas sustainability strategy at www.vestas.com/en/sustainability.

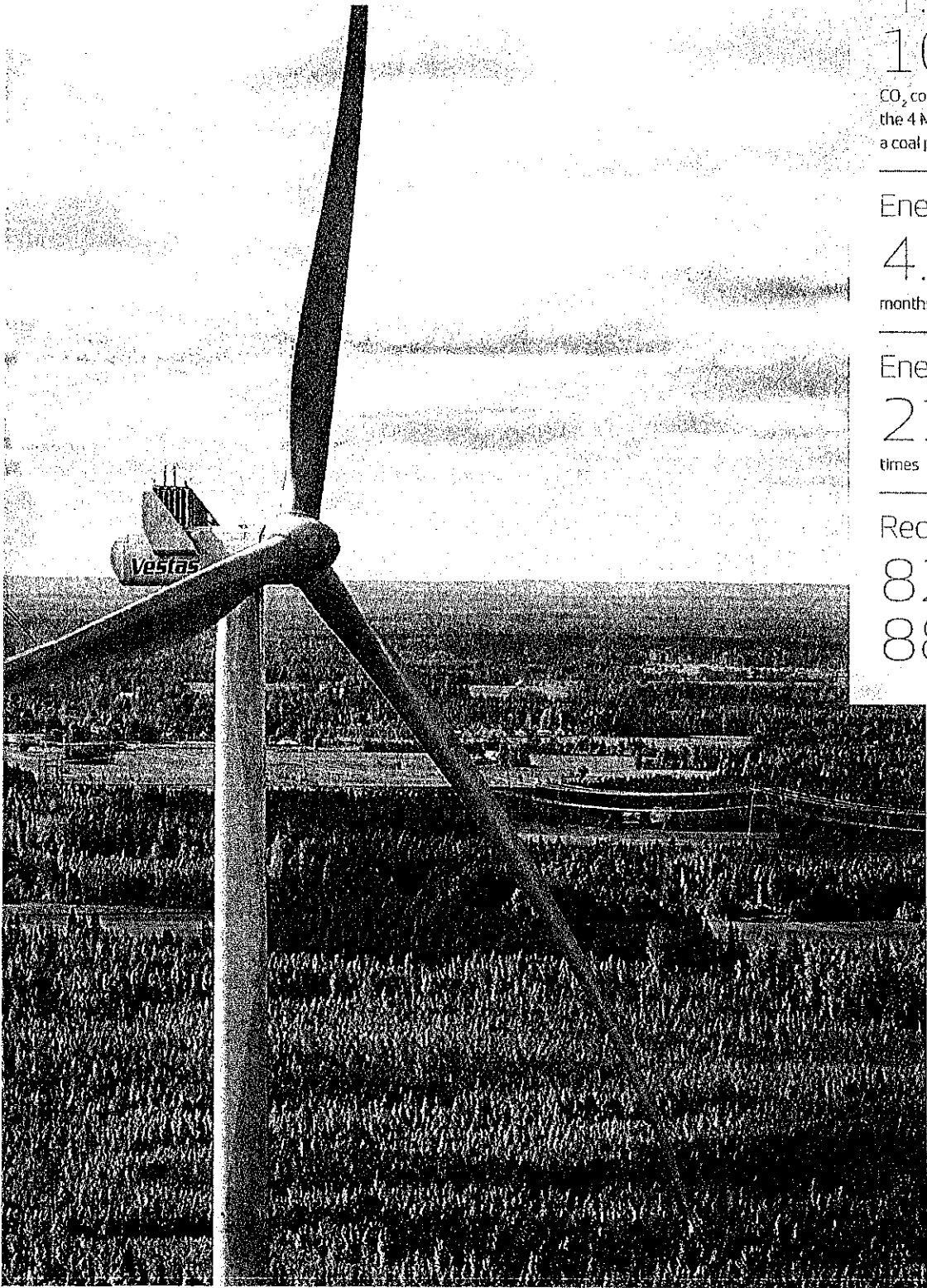
Life Cycle Assessments (LCA)

Since 1999, we have been developing wind turbine LCAs to give 'cradle-to-grave' evaluations of the environmental impact of our products and solutions. These evaluations concentrate on two key actions: documenting the environmental performance of Vestas wind turbines and analysing the results to reduce the environmental impact of our turbines. The LCAs provide environmental impact transparency to help customers achieve their own sustainability ambitions. To view our current portfolio of Life Cycle Assessments visit the following page: www.vestas.com/en/sustainability/reports-and-ratings.

As part of our commitment to customers, we also offer customised wind power plant LCAs, called Vestas® SiteLCA™.

These assessments determine key indicators of environmental performance, taking the wind turbine type, site specific conditions and production supply chain into consideration. SiteLCA™ provides customers or project developers with transparent environmental facts for a specific wind power plant.



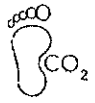


g/kWh

4.4 - 7.6

1002

CO₂ comparison between
the 4 MW platform and
a coal power plant



Energy neutral

4.8-7.6

months of operation



Energy return

21 - 50

times



Recyclability rate

82.8%-

88.5%



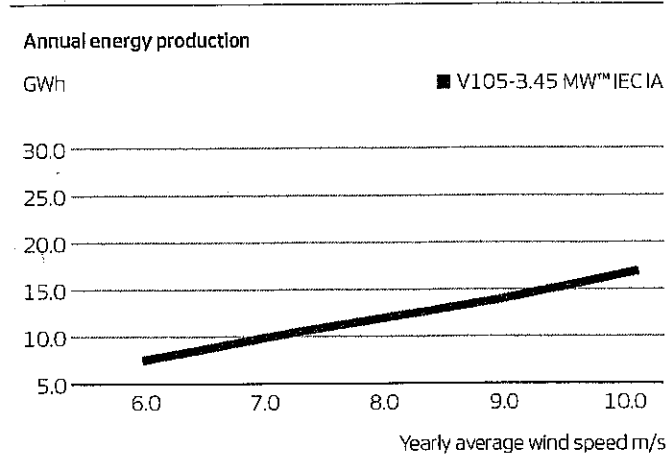
Sustainability metrics depending
on project and site specific
conditions

V105-3.45 MW™ IEC IA

Power regulation	Pitch regulated with variable speed
Operating data	
Rated power	3,450kW
Cut-in wind speed	3m/s
Cut-out wind speed	25m/s
Re cut-in wind speed	23m/s
Wind class	IEC IA
Standard operating temperature range from -20°C* to +45°C with de-rating above 30°C	
* Subject to different temperature options	
Sound power	
Maximum	104.5dB(A)**
**Sound Optimised Modes dependent on site and country	
Rotor	
Rotor diameter	105m
Swept area	8,659m ²
Air brake	full blade feathering with 3 pitch cylinders
Electrical	
Frequency	50/60Hz
Converter	full scale
Gearbox	
Type	two planetary stages and one helical stage
Tower	
Hub height	72.5m (IEC IA)
Nacelle dimensions	
Height for transport	3.4m
Height installed (incl. CoolerTop®)	6.9m
Length	12.8m
Width	4.2m
Hub dimensions	
Max. transport height	3.8m
Max. transport width	3.8m
Max. transport length	5.5m

Blade dimensions	
Length	51.2m
Max. chord	4.0m
Max. weight per unit for transportation	70 metric tonnes
Turbine options	
<ul style="list-style-type: none"> - High Wind Operation - Power Optimised Mode up to 3.6 MW (site specific) - Load Optimised Modes down to 3.0 MW - Condition Monitoring System - Service Personnel Lift - Vestas Ice Detection - Low Temperature Operation to -30°C - Fire Suppression - Shadow Detection - Vestas Bat Protection System - Aviation Lights - Aviation Markings on the Blades - Vestas IntelliLight® - Nacelle Hatch for Air Inlet 	

Sustainability	
Carbon Footprint	4.8g CO ₂ e/kWh
Return on energy break-even	5 months
Lifetime return on energy	47 times
Recyclability rate	83.5%
<small>Configuration: 72.5m hub height and wind class IEC IA. Depending on site-specific conditions. Metrics are based on an externally reviewed Life Cycle Assessment available on vestas.com</small>	



Assumptions
 One wind turbine, 1.00% availability, 0% losses, k factor = 2
 Standard air density = 1.225, wind speed at hub height

V112-3.45 MW[®] IEC IA

Power regulation	Pitch regulated with variable speed
Operating data	
Rated power	3,450kW
Cut-in wind speed	3m/s
Cut-out wind speed	25m/s
Re cut-in wind speed	23m/s
Wind class	IEC IA
Standard operating temperature range from -20°C* to +45°C with de-rating above 30°C	
* Subject to different temperature options	
Sound power	
Maximum	105.4dB(A)**
**Sound Optimised Modes dependent on site and country	
Rotor	
Rotor diameter	112m
Swept area	9,852m ²
Air brake	full blade feathering with 3 pitch cylinders
Electrical	
Frequency	50/60Hz
Converter	full scale
Gearbox	
Type	two planetary stages and one helical stage
Tower	
Hub heights	69m (IEC IA) 94m (IEC IA)
Nacelle dimensions	
Height for transport	3.4m
Height installed (incl. CoolerTop*)	6.9m
Length	12.8m
Width	4.2m
Hub dimensions	
Max. transport height	3.8m
Max. transport width	3.8m
Max. transport length	5.5m

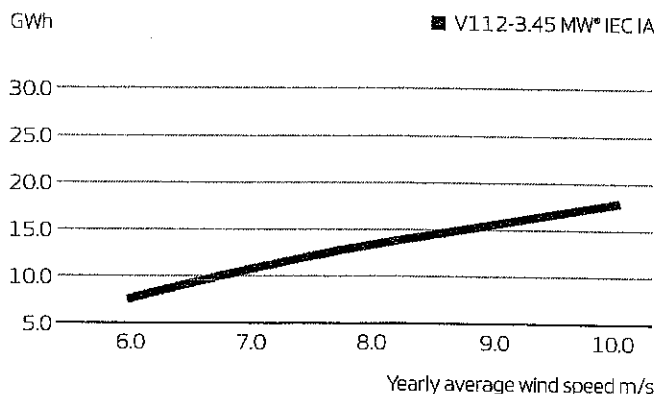
Blade dimensions	
Length	54.7m
Max. chord	4.0m
Max. weight per unit for transportation	70 metric tonnes

- Turbine options**
- High Wind Operation
 - Power Optimised Mode up to 3.6 MW (site specific)
 - Load Optimised Modes down to 3.0 MW
 - Condition Monitoring System
 - Service Personnel Lift
 - Vestas Ice Detection
 - Vestas De-Icing
 - Low Temperature Operation to -30°C
 - Fire Suppression
 - Shadow detection
 - Vestas Bat Protection System
 - Aviation Lights
 - Aviation Markings on the Blades
 - Vestas IntelliLight[®]
 - Nacelle Hatch for Air Inlet

Sustainability	
Carbon Footprint	5.3g CO ₂ e/kWh
Return on energy break-even	5.4 months
Lifetime return on energy	45 times
Recyclability rate	86%

Configuration: 94m hub height and wind class IEC B. Depending on site-specific conditions. Metrics are based on an externally reviewed Life Cycle Assessment available on vestas.com

Annual energy production



Assumptions
 One wind turbine, 100% availability, 0% losses, k factor = 2
 Standard air density = 1.225, wind speed at hub height

V117-3.45 MW[®]

IEC IB/IEC IIA

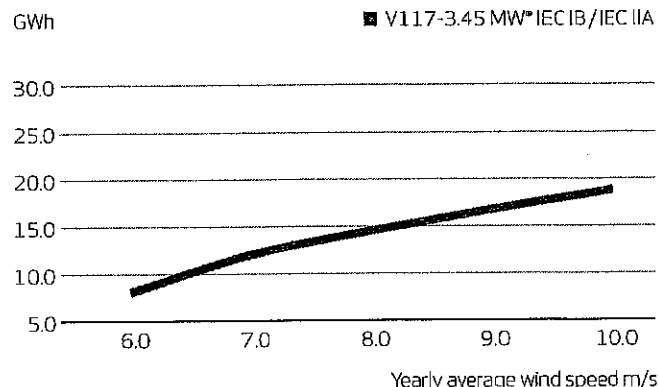
Power regulation	Pitch regulated with variable speed
Operating data	
Rated power	3,450kW
Cut-in wind speed	3m/s
Cut-out wind speed	25m/s
Re cut-in wind speed	23m/s
Wind class	IEC IB/IEC IIA
Standard operating temperature range from -20°C* to +45°C with de-rating above 30°C	
* Subject to different temperature options	
Sound power	
Maximum	106.8dB(A) [†] **
**Sound Optimised Modes dependent on site and country	
Rotor	
Rotor diameter	117m
Swept area	10,751m ²
Air brake	full blade feathering with 3 pitch cylinders
Electrical	
Frequency	50/60Hz
Converter	full scale
Gearbox	
Type	two planetary stages and one helical stage
Tower	
Hub heights	80m (IEC IB) 91.5m (IEC IB) 116.5m (IEC IB/IEC IIA/DIBtS)
Nacelle dimensions	
Height for transport	3.4m
Height installed (incl. CoolerTop [®])	6.9m
Length	12.8m
Width	4.2m
Hub dimensions	
Max. transport height	3.8m
Max. transport width	3.8m
Max. transport length	5.5m

Blade dimensions	
Length	57.2m
Max. chord	4.0m
Max. weight per unit for transportation 70 metric tonnes	
Turbine options	
<ul style="list-style-type: none"> - High Wind Operation - Power Optimised Mode up to 3.6 MW (site specific) - Load Optimised Modes down to 3.0 MW - Condition Monitoring System - Service Personnel Lift - Vestas Ice Detection - Vestas De-Icing - Low Temperature Operation to -30°C - Fire Suppression - Shadow detection - Vestas Bat Protection System - Aviation Lights - Aviation Markings on the Blades - Vestas IntelliLight[®] - Nacelle Hatch for Air Inlet 	

Sustainability	
Carbon Footprint	5.1g CO ₂ e/kWh
Return on energy break-even	5.2 months
Lifetime return on energy	46 times
Recyclability rate	85%

Configuration: 91.5m hub height and wind class IEC IB. Depending on site-specific conditions. Metrics are based on an externally reviewed Life Cycle Assessment available on vestas.com

Annual energy production



Assumptions
 One wind turbine, 100% availability, 0% losses, k factor = 2.5
 Standard air density = 1.225, wind speed at hub height

V117-4.2 MW™

IEC IB-T / IEC IIA-T / IEC S-T

Power regulation	Pitch regulated with variable speed
Operating data	
Rated power	4,000kW/4,200kW
Cut-in wind speed	3m/s
Cut-out wind speed	25m/s
Re cut-in wind speed	23m/s
Wind class	IEC IB-T / IEC IIA-T / IEC S-T
Standard operating temperature range from -20°C* to +45°C with de-rating above 30°C (4,000kW)	
* Subject to different temperature options	
Sound power	
Maximum	106dB(A)**
**Sound Optimised Modes dependent on site and country	
Rotor	
Rotor diameter	117m
Swept area	10,751m ²
Air brake	full blade feathering with 3 pitch cylinders
Electrical	
Frequency	50/60Hz
Converter	full scale
Gearbox	
Type	two planetary stages and one helical stage
Tower	
Hub heights	91.5m (IEC IB) 84m (IEC IIA)
Nacelle dimensions	
Height for transport	3.4m
Height installed (incl. CoolerTop®)	6.9m
Length	12.8m
Width	4.2m
Hub dimensions	
Max. transport height	3.8m
Max. transport width	3.8m
Max. transport length	5.5m

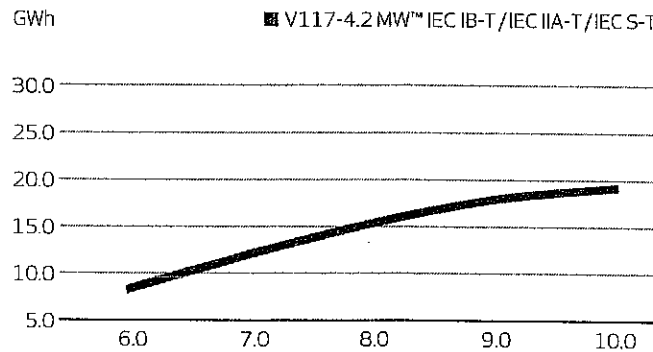
Blade dimensions	
Length	57.2m
Max. chord	4.0m
Max. weight per unit for transportation	70 metric tonnes

Turbine options	
- High Wind Operation	
- 4.2 MW Power Optimised Mode (site specific)	
- Load Optimised Modes down to 3.6 MW	
- Condition Monitoring System	
- Service Personnel Lift	
- Vestas Ice Detection	
- Vestas De-icing	
- Low Temperature Operation to -30°C	
- Fire Suppression	
- Shadow detection	
- Vestas Bat Protection System	
- Aviation Lights	
- Aviation Markings on the Blades	
- Vestas IntelliLight®	
- Nacelle Hatch for Air Inlet	

Sustainability	
Carbon Footprint	4.4g CO ₂ e/kWh
Return on energy break-even	4.8 months
Lifetime return on energy	50 times
Recyclability rate	84.7%

Configuration: 91.5m hub height and wind class IECB. Depending on site-specific conditions. Metrics are based on an externally reviewed Life Cycle Assessment available on vestas.com

Annual energy production

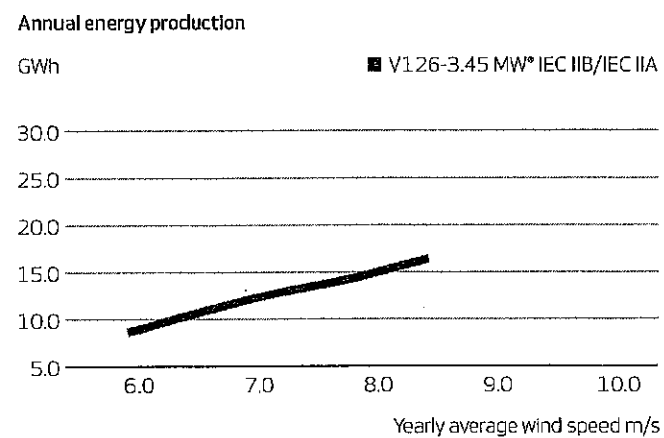


Assumptions
 One wind turbine, 100% availability, 0% losses, k factor = 2
 Standard air density = 1.225, wind speed at hub height

V126-3.45 MW[®] IEC IIB/IEC IIA

Power regulation	Pitch regulated with variable speed
Operating data	
Rated power	3,450kW
Cut-in wind speed	3m/s
Cut-out wind speed	22.5m/s
Re cut-in wind speed	20m/s
Wind class	IEC IIB/IEC IIA
Standard operating temperature range from -20°C* to +45°C with de-rating above 30°C	
* Subject to different temperature options	
Sound power	
Maximum	104.4dB(A) ^{***} / 107.3dB(A) ^{**}
***Sound Optimised Modes dependent on site and country	
Rotor	
Rotor diameter	126m
Swept area	12,469m ²
Air brake	full blade feathering with 3 pitch cylinders
Electrical	
Frequency	50/60Hz
Converter	full scale
Gearbox	
Type	two planetary stages and one helical stage
Tower	
Hub heights	87m (IEC IIB/IEC IIA) 117m (IEC IIB/IEC IIA/DIBtS) 137m (IEC IIIA/DIBtS) 147m (IEC IIIA) 149m (DIBtS) 166m (DIBtS)
Nacelle dimensions	
Height for transport	3.4m
Height installed (incl. CoolerTop [®])	6.9m
Length	12.8m
Width	4.2m
Hub dimensions	
Max. transport height	3.8m
Max. transport width	3.8m
Max. transport length	5.5m

Blade dimensions	
Length	61.7m
Max. chord	4.0m
Max. weight per unit for transportation	70 metric tonnes
Turbine options	
<ul style="list-style-type: none"> - High Wind Operation - Power Optimised Mode up to 3.6 MW (site specific) - Load Optimised Modes down to 3.0 MW - Condition Monitoring System - Service Personnel Lift - Vestas Ice Detection - Vestas De-icing - Low Temperature Operation to -30°C - Fire Suppression - Shadow detection - Vestas Bat Protection System - Aviation Lights - Aviation Markings on the Blades - Vestas IntelliLight[®] - Nacelle Hatch for Air Inlet 	
Sustainability	
Carbon Footprint	6.4g CO ₂ e/kWh
Return on energy break-even	6.5 months
Lifetime return on energy	37 times
Recyclability rate	87.5%
<small>Configuration: 117m hub height and wind class IEC IIA. Depending on site-specific conditions. Metrics are based on an externally reviewed Life Cycle Assessment available on vestas.com</small>	



Assumptions
 One wind turbine, 100% availability, 0% losses, k factor = 2
 Standard air density = 1.225, wind speed at hub height

V136-3.45 MW[®] IEC IIB/IEC IIIA

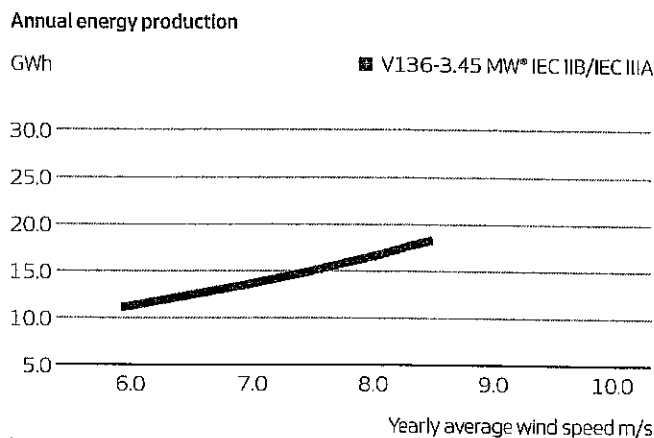
Power regulation	Pitch regulated with variable speed
Operating data	
Rated power	3,450kW
Cut-in wind speed	3m/s
Cut-out wind speed	22.5m/s
Re cut-in wind speed	20m/s
Wind class	IEC IIB/IEC IIIA
Standard operating temperature range from -20°C* to +45°C with de-rating above 30°C	
* Subject to different temperature options	
Sound power	
Maximum	105.5dB(A) ^{***}
***Sound Optimised Modes dependent on site and country	
Rotor	
Rotor diameter	136m
Swept area	14,527m ²
Air brake	full blade feathering with 3 pitch cylinders
Electrical	
Frequency	50/60Hz
Converter	full scale
Gearbox	
Type	two planetary stages and one helical stage
Tower	
Hub heights	82m (IEC IIB/IEC IIIA) 105m (IEC IIIA) 112m (IEC IIB/IEC IIIA) 132m (IEC IIB/IEC IIIA/ DIBt2) 142m (IEC IIIA) 149m (DIBtS) 166m (DIBtS)
Nacelle dimensions	
Height for transport	3.4m
Height installed (incl. CoolerTop [®])	6.9m
Length	12.8m
Width	4.2m
Hub dimensions	
Max. transport height	3.8m
Max. transport width	3.8m
Max. transport length	5.5m

Blade dimensions	
Length	66.7m
Max. chord	4.1m
Max. weight per unit for transportation	70 metric tonnes

- Turbine options**
- High Wind Operation
 - Power Optimised Mode up to 3.6 MW (site specific)
 - Load Optimised Modes down to 3.0 MW
 - Condition Monitoring System
 - Service Personnel Lift
 - Vestas Ice Detection
 - Vestas De-Icing
 - Low Temperature Operation to -30°C
 - Fire Suppression
 - Shadow detection
 - Vestas Bat Protection System
 - Aviation Lights
 - Aviation Markings on the Blades
 - Vestas IntelLight[®]
 - Nacelle Hatch for Air Inlet

Sustainability	
Carbon Footprint	7.6g CO ₂ e/kWh
Return on energy break-even	7.5 months
Lifetime return on energy	32 times
Recyclability rate	88.5%

Configuration: 132m hub height and wind class IEC IIIA. Depending on site-specific conditions. Metrics are based on an externally reviewed Life Cycle Assessment available on vestas.com



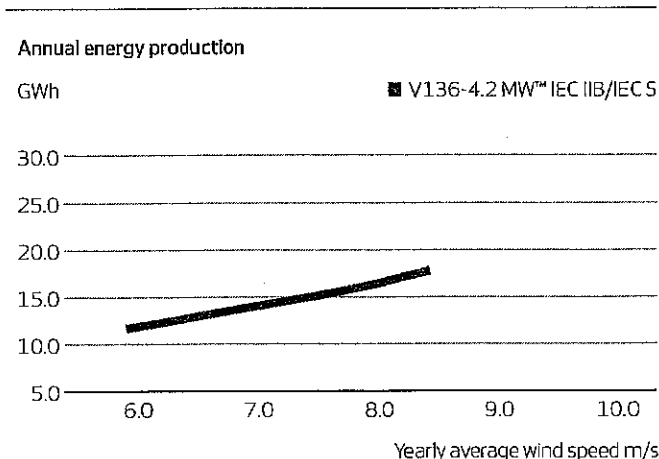
Assumptions
 One wind turbine, 100% availability, 0% losses, k factor = 2
 Standard air density = 1.225, wind speed at hub height

V136-4.2 MW™ IEC IIB/IEC S

Power regulation	Pitch regulated with variable speed
Operating data	
Rated power	4,000kW/4,200kW
Cut-in wind speed	3m/s
Cut-out wind speed	25m/s
Re cut-in wind speed	23m/s
Wind class	IEC IIB/IEC S
Standard operating temperature range from -20°C* to +45°C with de-rating above 30°C (4,000kW)	
* Subject to different temperature options	
Sound power	
Maximum	103.9dB(A)*
*Sound Optimised Modes dependent on site and country	
Rotor	
Rotor diameter	136m
Swept area	14,527m ²
Air brake	full blade feathering with 3 pitch cylinders
Electrical	
Frequency	50/60Hz
Converter	full scale
Gearbox	
Type	two planetary stages and one helical stage
Tower	
Hub heights	105m (IEC) 112m (IEC/ DIBt) 117m (IEC) 149m (DIBt) 166m (DIBt)
Nacelle dimensions	
Height for transport	3.5m
Height installed (incl. CoolerTop®)	8.4m
Length	12.96m
Width	3.98m
Hub dimensions	
Max. transport height	3.5m
Max. transport width	3.7m
Max. transport length	5.5m

Blade dimensions	
Length	66.7m
Max. chord	4.1m
Max. weight per unit for transportation	70 metric tonnes
Turbine options	
<ul style="list-style-type: none"> - 4.2 MW and 4.5 MW Power Optimised Modes (site specific) - High Wind Operation - Load Optimised Modes down to 3.6 MW - Condition Monitoring System - Service Personnel Lift - Vestas Anti-Icing System - Vestas Ice Detection™ - Low Temperature Operation to -30°C - Fire Suppression - Shadow detection - Vestas Bat Protection System - Aviation Lights - Aviation Markings on the Blades - Vestas IntelliLight® - Nacelle Hatch for Air Inlet 	

Sustainability	
Carbon Footprint	5.6g CO ₂ e/kWh
Return on energy break-even	6.1 months
Lifetime return on energy	40 times
Recyclability rate	87.4%
<small>Configuration: 112m hub height and wind class IEC IIB. Depending on site-specific conditions. Metrics are based on an externally reviewed Life Cycle Assessment available on vestas.com</small>	



Assumptions
 One wind turbine, 100% availability, 0% losses, k factor =2
 Standard air density = 1.225, wind speed at hub height

V136-4.5 MW™ IEC IIB

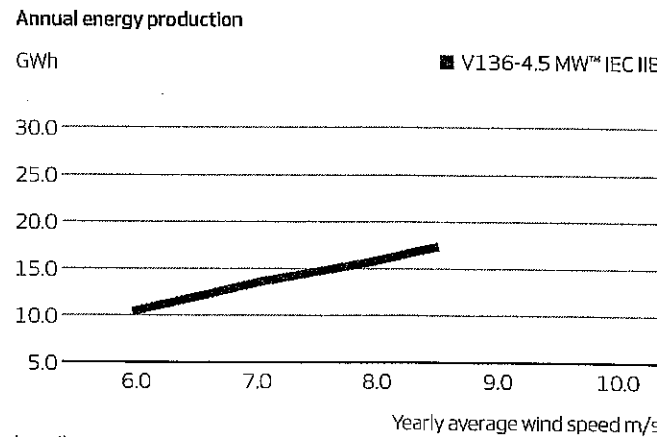
Power regulation	Pitch regulated with variable speed
Operating data	
Rated power	4,500kW
Cut-in wind speed	3m/s
Cut-out wind speed	32m/s
Re cut-in wind speed	28m/s
Wind class	IEC IIB
Standard operating temperature range from -20°C* to +45°C with de-rating above 23°C	
* Subject to different temperature options	
Sound power	
Maximum	103.9dB(A)*
*Sound Optimised Modes dependent on site and country	
Rotor	
Rotor diameter	136m
Swept area	14,527m ²
Air brake	full blade feathering with 3 pitch cylinders
Electrical	
Frequency	50/60Hz
Converter	full scale
Gearbox	
Type	two planetary stages and one helical stage
Tower	
Hub heights	112m (IEC IIB)
Nacelle dimensions	
Height for transport	3.5m
Height Installed (incl. CoolerTop*)	8.4m
Length	12.96m
Width	3.98m
Hub dimensions	
Max. transport height	3.5m
Max. transport width	3.7m
Max. transport length	5.5m

Blade dimensions	
Length	66.7m
Max. chord	4.1m
Max. weight per unit for transportation	70 metric tonnes

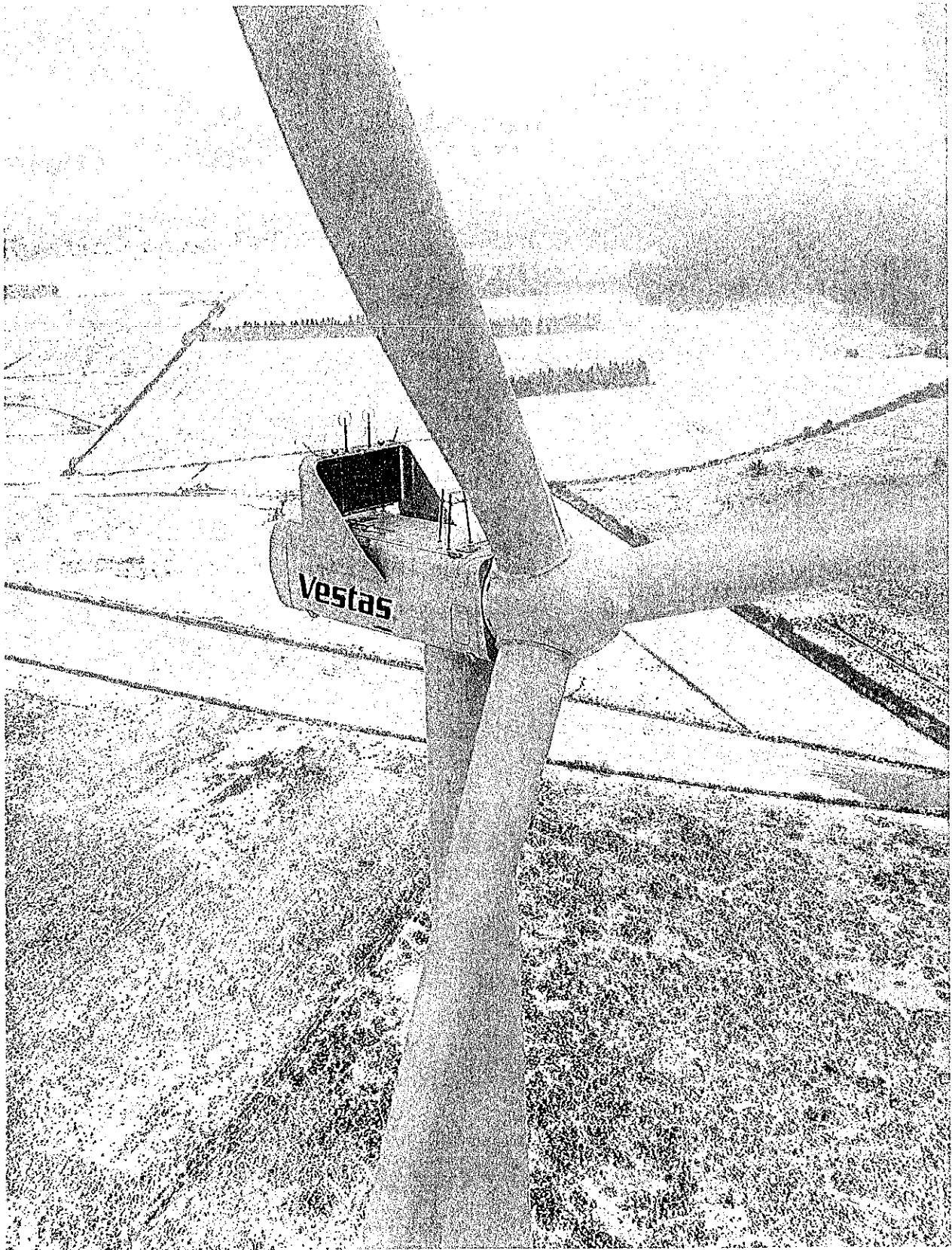
- Turbine options**
- High Wind Operation
 - Condition Monitoring System
 - Service Personnel Lift
 - Vestas Ice Detection™
 - Low Temperature Operation to -30°C
 - Fire Suppression
 - Shadow detection
 - Vestas Bat Protection System
 - Aviation Lights
 - Aviation Markings on the Blades
 - Vestas IntelliLight®
 - Nacelle Hatch for Air Inlet

Sustainability	
Carbon Footprint	4.9g CO ₂ e/kWh
Return on energy break-even	5.2 months
Lifetime return on energy	46 times
Recyclability rate	87.4%

Configuration 132m hub height and wind class IECIIA. Depending on site-specific conditions. Metrics are based on a preliminary stream-lined analysis. An externally-verified Lifecycle Assessment will be made publicly available on vestas.com once finalised.



Assumptions
One wind turbine, 100% availability, 0% losses, k factor =2
Standard air density = 1.225, wind speed at hub height



V150-4.2 MW™ IEC IIIB/IEC S

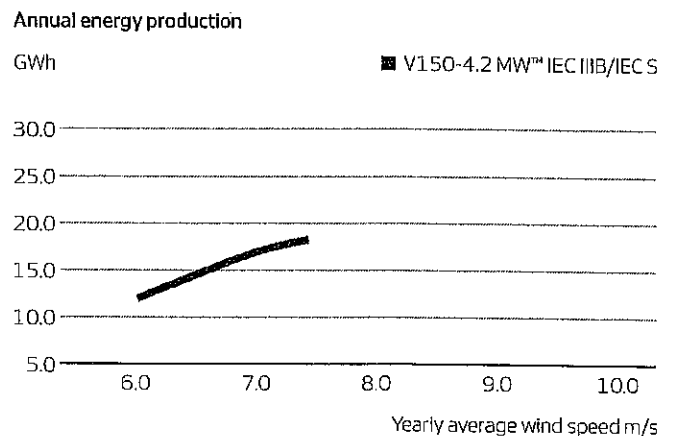
Power regulation	Pitch regulated with variable speed
Operating data	
Rated power	4,000kW/4,200kW
Cut-in wind speed	3m/s
Cut-out wind speed	24.5m/s
Re cut-in wind speed	22.5m/s
Wind class	IEC IIIB/IEC S
Standard operating temperature range from -30°C* to +45°C with de-rating above 30°C (4,000kW)	
* Subject to different temperature options	
Sound power	
Maximum	104.9dB(A)*
*Sound Optimised Modes dependent on site and country	
Rotor	
Rotor diameter	150m
Swept area	17,671m ²
Air brake	full blade feathering with 3 pitch cylinders
Electrical	
Frequency	50/60Hz
Converter	full scale
Gearbox	
Type	two planetary stages and one helical stage
Tower	
Hub heights	105m (IEC) 123m (DIBt) 145m (DIBt) 155m (IEC) 166m (DIBt)
Nacelle dimensions	
Height for transport	3.5m
Height installed (Incl. CoolerTop*)	8.4m
Length	12.96m
Width	3.98m
Hub dimensions	
Max. transport height	3.5m
Max. transport width	3.7m
Max. transport length	5.5m

Blade dimensions	
Length	73.7m
Max. chord	4.2m
Max. weight per unit for transportation	70 metric tonnes

- Turbine options**
- 4.2 MW and 4.5 MW Power Optimised Modes (site specific)
 - Load Optimised Modes down to 3.6 MW
 - Condition Monitoring System
 - Service Personnel Lift
 - Vestas Anti-Icing System™
 - Vestas Ice Detection
 - Low Temperature Operation to -30°C
 - Fire Suppression
 - Shadow detection
 - Vestas Bat Protection System
 - Aviation Lights
 - Aviation Markings on the Blades
 - Vestas IntelliLight*
 - Nacelle Hatch for Air Inlet

Sustainability	
Carbon Footprint	7.3g CO ₂ e/kWh
Return on energy break-even	7.6 months
Lifetime return on energy	21 times
Recyclability rate	88.1%

Configuration: 155m hub height and wind class IEC IIIB. Depending on site-specific conditions. Metrics are based on an externally reviewed Life Cycle Assessment available on vestas.com



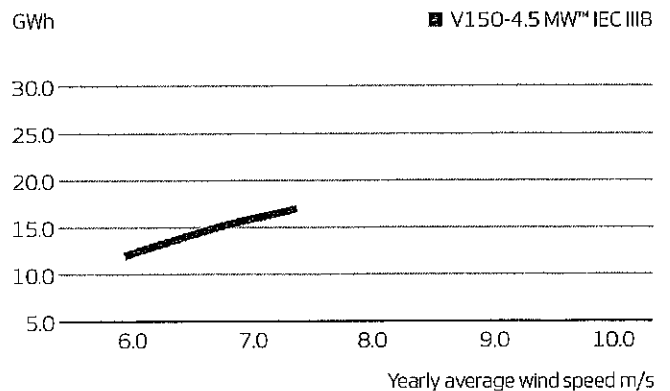
Assumptions
 One wind turbine, 100% availability, 0% losses, k factor = 2
 Standard air density = 1.225, wind speed at hub height

V150-4.5 MW™ IEC III B

Power regulation	Pitch regulated with variable speed
Operating data	
Rated power	4,500kW
Cut-in wind speed	3m/s
Cut-out wind speed	24.5m/s
Re cut-in wind speed	22.5m/s
Wind class	IEC S
Standard operating temperature range from -30°C* to +45°C with de-rating above 23°C	
* Subject to different temperature options	
Sound power	
Maximum	105.0dB(A)*
*Sound Optimised Modes dependent on site and country	
Rotor	
Rotor diameter	150m
Swept area	17,671m ²
Air brake	full blade feathering with 3 pitch cylinders
Electrical	
Frequency	50/60Hz
Converter	full scale
Gearbox	
Type	two planetary stages and one helical stage
Tower	
Hub heights	90m (IEC III B) 105m (IEC III B)
Nacelle dimensions	
Height for transport	3.5m
Height installed (Incl. CoolerTop®)	8.4m
Length	12.96m
Width	3.98m
Hub dimensions	
Max. transport height	3.5m
Max. transport width	3.7m
Max. transport length	5.5m

Blade dimensions	
Length	73.7m
Max. chord	4.2m
Max. weight per unit for transportation	70 metric tonnes
Turbine options	
<ul style="list-style-type: none"> - Condition Monitoring System - Service Personnel Lift - Vestas Anti-Icing System™ - Vestas Ice Detection - Low Temperature Operation to -30°C - Fire Suppression - Shadow detection - Vestas Bat Protection System - Aviation Lights - Aviation Markings on the Blades - Vestas IntelliLight® - Nacelle Hatch for Air Inlet 	
Sustainability	
Carbon Footprint	5.6g CO ₂ e/kWh
Return on energy break-even	5.9 months
Lifetime return on energy	41 times
Recyclability rate	82.8%
<small>Configuration: 105m hub height and wind class IEC III B. Depending on site-specific conditions. Metrics are based on an externally reviewed Life Cycle Assessment available on vestas.com</small>	

Annual energy production

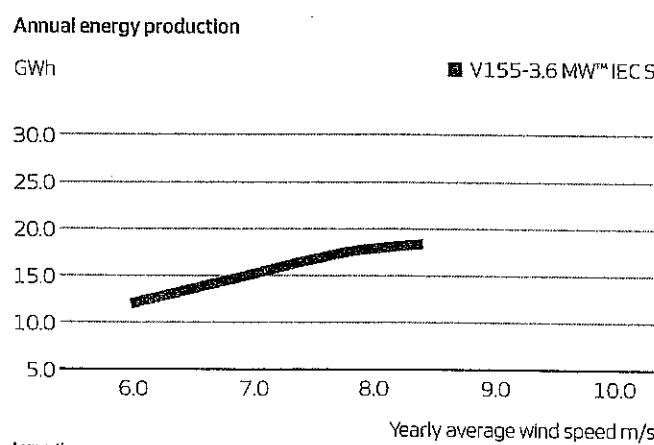


Assumptions
 One wind turbine, 100% availability, 0% losses, k factor = 2
 Standard air density = 1.225, wind speed at hub height

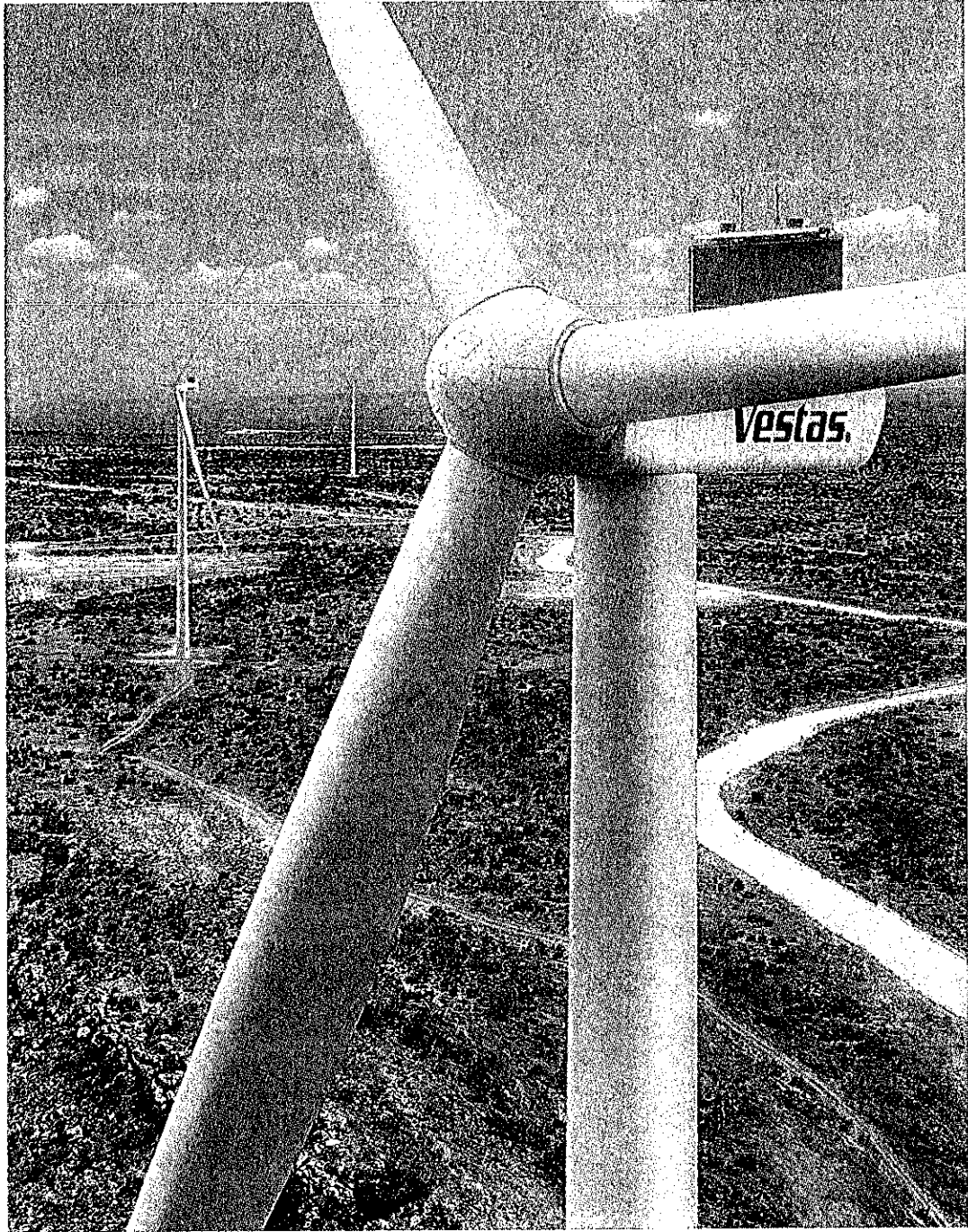
V155-3.6 MW™ IEC S

Power regulation	Pitch regulated with variable speed
Operating data	
Rated power	3,600kW
Cut-in wind speed	3m/s
Cut-out wind speed	18m/s
Re cut-in wind speed	16m/s
Wind class	IEC S
Standard operating temperature range from -20°C* to +45°C with de-rating above 30°C	
* Subject to different temperature options	
Sound power	
Maximum	107.2dB(A)**
**Sound Optimised Modes dependent on site and country	
Rotor	
Rotor diameter	155m
Swept area	18,869m ²
Air brake	full blade feathering with 3 pitch cylinders
Electrical	
Frequency	50/60Hz
Converter	full scale
Gearbox	
Type	two planetary stages and one helical stage
Tower	
Hub heights	Site and country specific
Nacelle dimensions	
Height for transport	3.4m
Height installed (incl. CoolerTop®)	6.9m
Length	12.8m
Width	4.2m
Hub dimensions	
Max. transport height	3.8m
Max. transport width	3.8m
Max. transport length	5.5m

Blade dimensions	
Length	76.2m
Max. chord	4.2m
Max. weight per unit for transportation	70 metric tonnes
Turbine options	
<ul style="list-style-type: none"> - Condition Monitoring System - Service Personnel Lift - Vestas Ice Detection - Low Temperature Operation to -30°C - Fire Suppression - Shadow detection - Vestas Bat Protection System - Aviation Lights - Aviation Markings on the Blades - Nacelle Hatch for Air Inlet 	
Sustainability	
Carbon Footprint	5.9g CO ₂ e/kWh
Return on energy break-even	6.6 months
Lifetime return on energy	36 times
Recyclability rate	83%
Configuration: 105m hub height, Vavg=7.5m/s, k=2.4. Depending on site-specific conditions. Metrics are based on an internal streamlined assessment.	



Assumptions
 One wind turbine, 100% availability, 0% losses, k factor = 2
 Standard air density = 1.225, wind speed at hub height



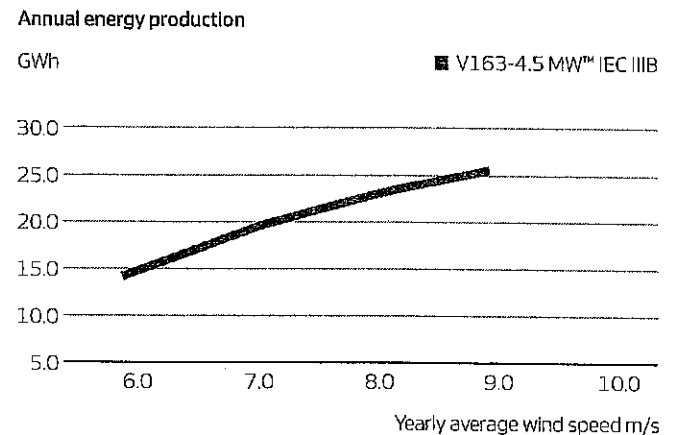
V163-4.5 MW™ IEC IIIB

Power regulation	Pitch regulated with variable speed
Operating data	
Rated power	4,500kW
Cut-in wind speed	3m/s
Cut-out wind speed	24m/s
Re cut-in wind speed	22m/s
Wind class	IEC IIIB
Standard operating temperature range from -30°C* to +45°C with de-rating above 30°C	
* Subject to different temperature options	
Sound power	
Maximum	108.0dB(A)**
**Sound Optimised Modes dependent on site and country	
Rotor	
Rotor diameter	163m
Swept area	20.867m ²
Air brake	full blade feathering with 3 pitch cylinders
Electrical	
Frequency	50/60Hz
Converter	full scale
Gearbox	
Type	two planetary stages and one helical stage
Tower	
Hub heights	Site and country specific
Nacelle dimensions	
Height for transport	3.5m
Height installed (incl. CoolerTop®)	8.4m
Length	12.96m
Width	3.98m
Hub dimensions	
Max. transport height	3.7m
Max. transport width	4.0m
Max. transport length	5.5m

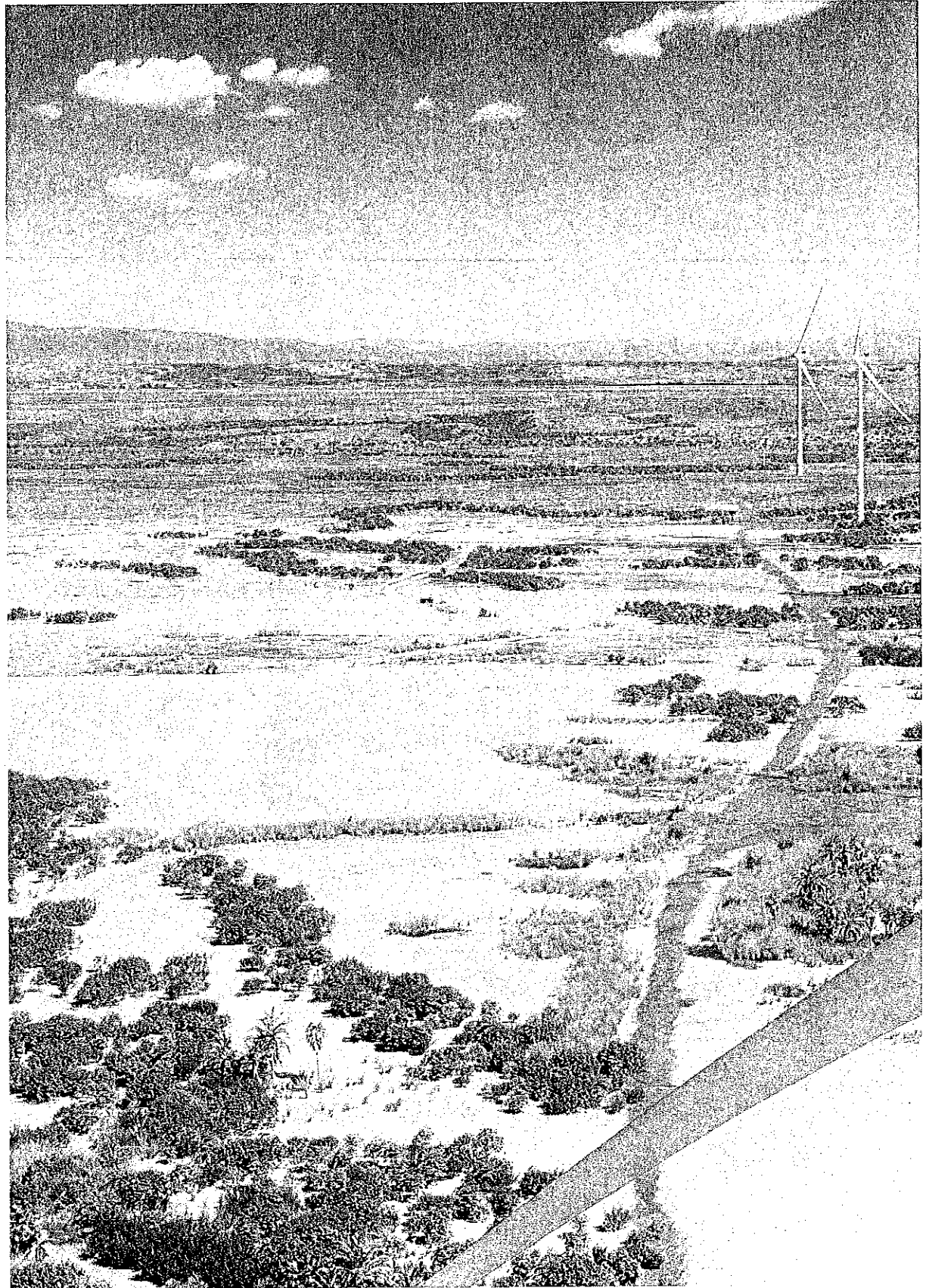
Blade dimensions	
Length	80.1m
Max. chord	4.3m
Max. weight per unit for transportation	70 metric tonnes

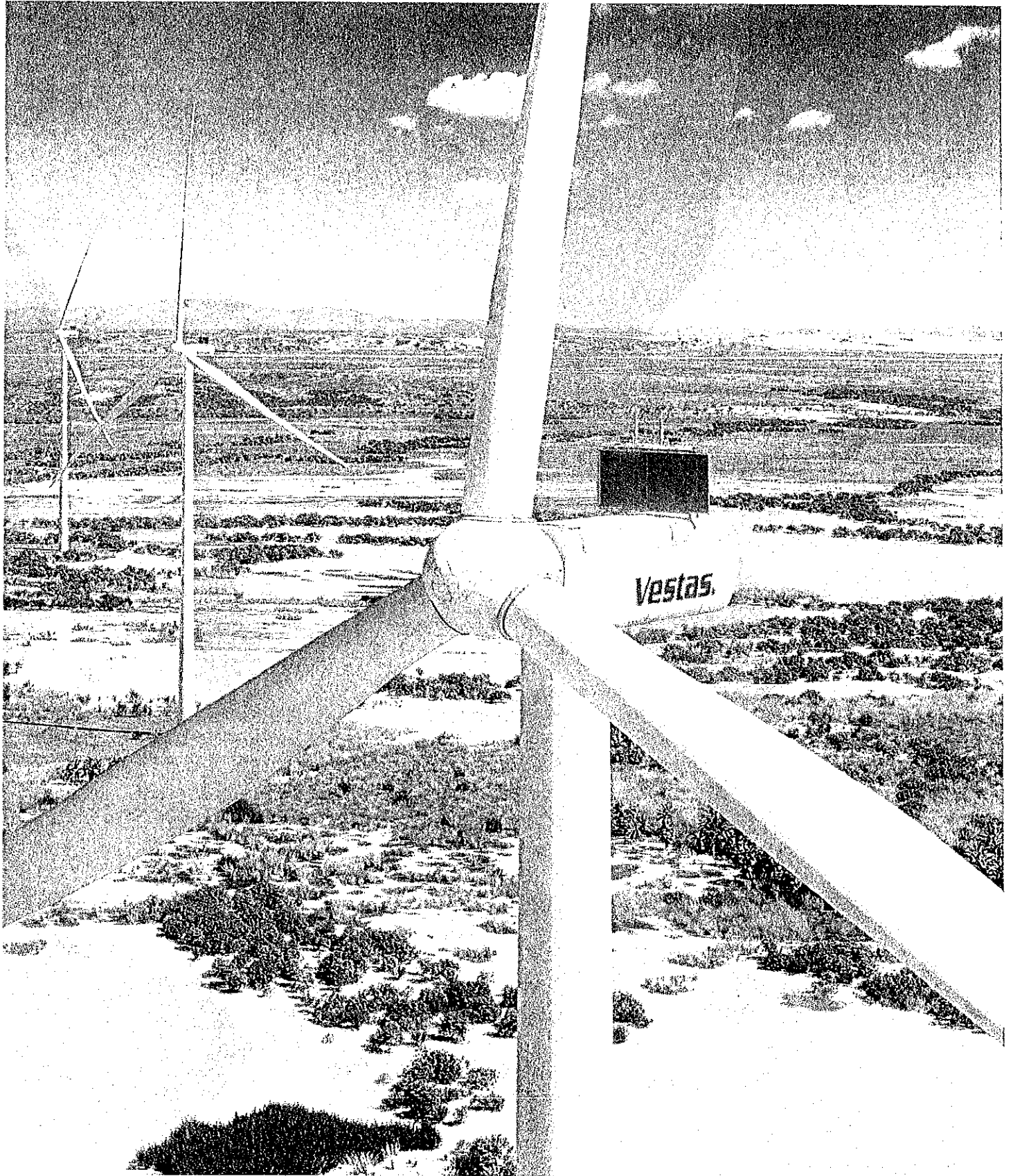
- Turbine options**
- Condition Monitoring System
 - Service Personnel Lift
 - Low Temperature Operation to -30°C
 - Fire Suppression
 - Vestas Shadow Flicker Control System
 - Vestas Bat Protection System
 - Aviation Lights
 - Aviation Markings on the Blades
 - Nacelle Hatch for Air Inlet

Sustainability	
Carbon Footprint	4.7g CO ₂ e/kWh
Return on energy break-even	5 months
Lifetime return on energy	45 times
Recyclability rate	83%
Configuration: 98m hub height, Vavg=7.9m/s, k=2.5. Depending on site-specific conditions. Metrics are based on an internal streamlined assessment. An externally reviewed Life Cycle Assessment will be made available on vestas.com once finalised.	



Assumptions
 One wind turbine, 100% availability, 0% losses, k factor = 2
 Standard air density = 1.225, wind speed at hub height





Vestas Wind Systems A/S
Hedeager 42, 8200 Aarhus N | Denmark
T. +45 9730 0000 - F. +45 9730 0001
vestas@vestas.com - vestas.com

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Natural Resources and
Renewables
Land Services Branch

PO Box 698
1701 Hollis Street, 3rd Flo
Halifax, NS B3J 2T9

Appendix
B.1

July 18, 2023

Transaction #4294847

Mersey River Wind Inc.
ATTN: Mitch Underhay
Development Manager
397 Bedford Highway
Halifax, NS B3M 2L3

Dear Mr. Underhay:

**Re: Letter of Offer- Proposed Lease of Crown Lands from Mersey River Wind Inc. at Milton,
Queens County**

This letter of offer from the Department of Natural Resources and Renewables (the Department) is for a lease of approximately 72 hectares (180 acres) of Crown lands located at Milton, Queens County and currently identified on Property Online as portions of PIDs 70247192, 70247184, 70247200, 70260575, 70264213, 70247168, 70032982, 70247176, and 70247218 shown outlined in bold on the attached Schedule "A" (the Property) received from Mersey River Wind Inc. (the Company) for the purpose of a proposed project as defined below. The Letter of Offer (the Offer) shall remain open for acceptance for 30 days from the date of the Offer.

Definitions:

Project- means the Mersey River Wind Project for the proposed development of and operation of an approximately 148-megawatt (MW) wind project on portions of PIDs 70247192, 70247184, 70247200, 70260575, 70264213, 70247168, 70032982, 70247176, and 70247218 at Milton, Queens County, and involves the construction, installation and maintenance of 33 wind turbines and a substation for the purpose of wind energy development as part of the Province's first Renewable to Retail Program.

Terms and conditions:

1. The lease is subject to the approval of the Minister of Natural Resources and Renewables and/or Cabinet.
2. The lease will be for the Property and the boundaries will be determined by final survey as described in paragraph 16 of the Offer.
3. The lease shall be for an initial term of twenty (20) years and may be renewed and continue in force for another twenty (20) year term provided the Company complies with the terms and conditions of the lease to the satisfaction of the Department, and further provided that the Company, on or before six (6) months prior to the expiry of the initial term of the lease, notifies the Department in writing of its intention to renew the lease.
4. It is the Company's responsibility to obtain all applicable permits, authorizations or approvals required from the applicable level of government required for the Company's intended use of the Property. By signing the Offer, the Company indemnifies and holds harmless His Majesty the King in right of the Province of Nova Scotia and its employees from any and all liability arising from the failure to obtain such permits, authorizations and approvals, including any approvals required from the Department in relation to other aspects of the Project outside

of the proposed lease area. The Department does not, by the act of issuing the Offer, covenant or provide any assurance that any other required permits, authorizations or approvals will be issued by the Province of Nova Scotia, any other level of government or any other body.

5. Prior to the lease being issued, the Company must apply to the Department and obtain authorization before entering the Property for any purpose including, but not limited to, accessing the Property to conduct any investigations, inspections, tests, survey work or for building roads.
6. The lease will be subject to the Department's Integrated Resource Management requirements.
7. Before the lease is issued the Company may need to retain an accredited appraiser, holding the A.A.C.I. designation, to have an appraisal report completed for the Property, which will be confirmed when the fees and costs are shared. If the appraisal report is required, it will be subject to the final approval of the Department and the Company is responsible for all costs associated with any the appraisal report even if the lease is not approved.
8. Costs and fees for the lease shall be determined by the Province, at its sole discretion, which shall be provided to the Company on or before the issuance of the Lease. Any applicable taxes or fees shall be added to the costs and fees. Costs and fees are subject to change at any time when and if the government changes the Government User Fee and Government Charges Index or as may otherwise be increased by the Province.
9. The lease will be issued in the following name: Mersey River Wind Inc., with its registered office in Bedford, NS.

The Company's Obligations, Acknowledgements and Warranties:

10. The Company must comply with all relevant terms and conditions of the March 27, 2023 Environmental Assessment (EA) approval, including any revisions or amendments to the original EA approval, issued by the Nova Scotia Department of Environment and Climate Change.
11. The Company confirms to the Department that the Company's intentions for the future use of the Property under the proposed lease have been fully disclosed to the Department, including a project report which describes all elements of the Project that could affect the Province's approval to proceed with the proposed lease as all such information is needed in order to complete the Department's reviews and consultations before Cabinet approval can be sought.
12. The Company represents and warrants to the Department that the Company has the authority to enter into the Offer and to be bound by the representations, warranties, terms and conditions contained herein.
13. The Company acknowledges that the Company has had the opportunity to obtain independent legal advice with regard to the terms and meaning of the Offer, prior to signing the Offer.
14. The Company is required to ensure that the information provided in the Offer is accurate and kept up to date.
15. The Company agrees to release His Majesty the King in Right of the Province of Nova Scotia including his Ministers, agents, employees, heirs, successors and assigns from all manner of actions, causes of actions, suits, debts, duties, accounts, covenants, contractor's claims and demands relating to any title defect.

16. Within six (6) months after the signing of the Offer, the Company is required to arrange to provide a survey of the Property surveyed by a Nova Scotia Land Surveyor. The Company's surveyor must contact Bradley Middlemiss, Director of Surveys at Bradley.Middlemiss@novascotia.ca or 902-424-3171 prior to commencing work, including to obtain an Order of Survey. This agreement will immediately terminate if the survey work is not completed. Any costs incurred for any survey work is the responsibility of the Company, even if the lease is not approved.
17. The lease of the Property is subject to the Province being satisfied that it has fulfilled its duty to consult with the Mi'kmaq of Nova Scotia regarding potential adverse impacts to treaty and or Aboriginal rights resulting from the proposed lease of the Property. Any costs for reports, studies, archaeological assessments or similar work associated with completing any necessary aboriginal consultation regarding the proposed lease are the responsibility of the Company.
18. The Company shall obtain, at their own expense, relevant security and insurance with independent and reputable insurers that are licensed in Canada in such form and combination and amounts determined to be necessary by Service Nova Scotia, Risk Management Division (or otherwise titled risk management professional) for the Province of Nova Scotia. All such insurance policies shall be endorsed to provide a minimum advance written notice to the Department of not less than thirty (30) days in the event of cancellation, termination, or a reduction in coverage or limits; such notice to be made to the Department by the Insurer. The Company shall be responsible for payment of any deductible payments with respect to such insurance policies.
19. The Company acknowledges that the lease will be for the exclusive use by the Company and the Company will be responsible for any public activities on the Property.
20. The Company acknowledges that it must satisfy itself as to the adequacy and sufficiency of the Crown's title. The Department makes no representations or warranties as to the suitability or fitness of the Property for the intended use by the Company. The Company agrees to release His Majesty the King in Right of the Province of Nova Scotia including His Ministers, agents, employees, heirs, successors and assigns from all manner of actions, cause of actions, suits, debts, duties, accounts, covenants, contractor's claims and demands relating to any title defect.
21. Issuing the lease for the Property is conditional on any required public engagement and recommendations being concluded to the satisfaction of the Department unless otherwise waived by the Department.

General terms:

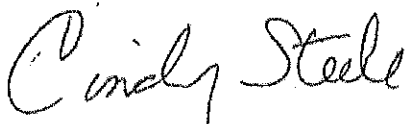
22. In the event the lease does not receive approval of Cabinet and/or the Minister, the Company will be notified by the Department that the lease of the Property cannot proceed, and the Offer shall immediately terminate. The Department shall not be liable for any costs incurred or losses suffered by the Company if the lease does not proceed or is not issued for any reason whatsoever.
23. The Company is solely responsible for all legal fees and other costs associated with this transaction including registration of the lease at the applicable land registration office and all other costs of this transaction, including any applicable taxes and fees if authorized will be paid by the Company.
24. The Company must be validly and properly incorporated with the Nova Scotia Registry of Joint Stock Companies and remain in good standing throughout the term of the lease.
25. The Company shall at all times indemnify and save harmless His Majesty the King in right of the Province of Nova Scotia and its employees from and against all claims, demands, losses, costs, damages, including personal injury or death, actions, suits or other proceedings caused or occasioned directly or indirectly by the Company's use or occupation of the Property. Such

indemnity shall include, but not be restricted to, all claims, demands, losses, costs, damages, suites or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by the improper or faulty erection or construction of any building or structure on the Property or by the neglect or wilful act of the Company or any guest, invitee or visitor of the Company.

26. The Offer shall constitute the entire Offer for the lease of the Property and supersedes all other contracts or understanding, whether oral or in writing. Any amendments to the Offer must be in writing and signed by the parties hereto or their agents and shall include the exchange of confirming emails between the parties hereto or their agents.
27. The Offer shall be to the benefit of and be binding upon the parties hereto, their respective administrators and approved successors and assigns. In this clause "approved successors and assigns" means approval must be sought from the Department before the Offer will apply to any successors or assigns.
28. The Offer is governed by, and will be construed and interpreted in accordance with, the laws of Nova Scotia and Canada, as applicable. Any and all disputes arising between the parties in respect of the Offer shall attorn to the courts of Nova Scotia.
29. Any provision of the Offer, which is held to be void, illegal or unenforceable shall be separate and severable from the remaining provisions of the Offer, which shall remain in full force and effect.
30. The Offer is to be read with all changes of gender or number required of the context.
31. The covenants, agreements, representations and warranties of the Company contained in paragraphs: 4; 12; 15; 18; 20; and 25 specifically, and all other covenants, agreements representations and warranties made generally by the Company to the Department shall not merge on the closing of this transaction nor shall they expire on the expiration or earlier termination of the lease, but shall survive the same and shall continue in full force and effect for the benefit of the party to whom they were given.

To signify acceptance of the terms and conditions outlined herein, please have the Offer countersigned below and returned to my attention at Cynthia.Steele@novascotia.ca.

Sincerely,



Cindy Steele,
Manager, Acquisitions and Disposals, Natural Resources and Renewables

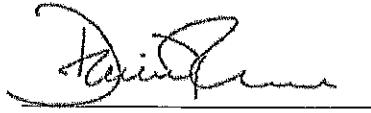
- c
- Brad Middlemiss, Director of Surveys, NRR
 - Melanie Cameron, Director, Land Administration, NRR
 - Dustin Oickle, Director, Western Region, NRR
 - Helen MacPhail, EA Supervisor, NSE&CC
 - Bridget Tutty, EA Manager, NSE&CC
 - Matthew Dunn, Director, Risk, Insurance and Business Continuity

Company's Acceptance

We, Mersey River Wind Inc. accept the Offer and agree to the above terms and conditions and confirm that we have the authority to bind the Company.



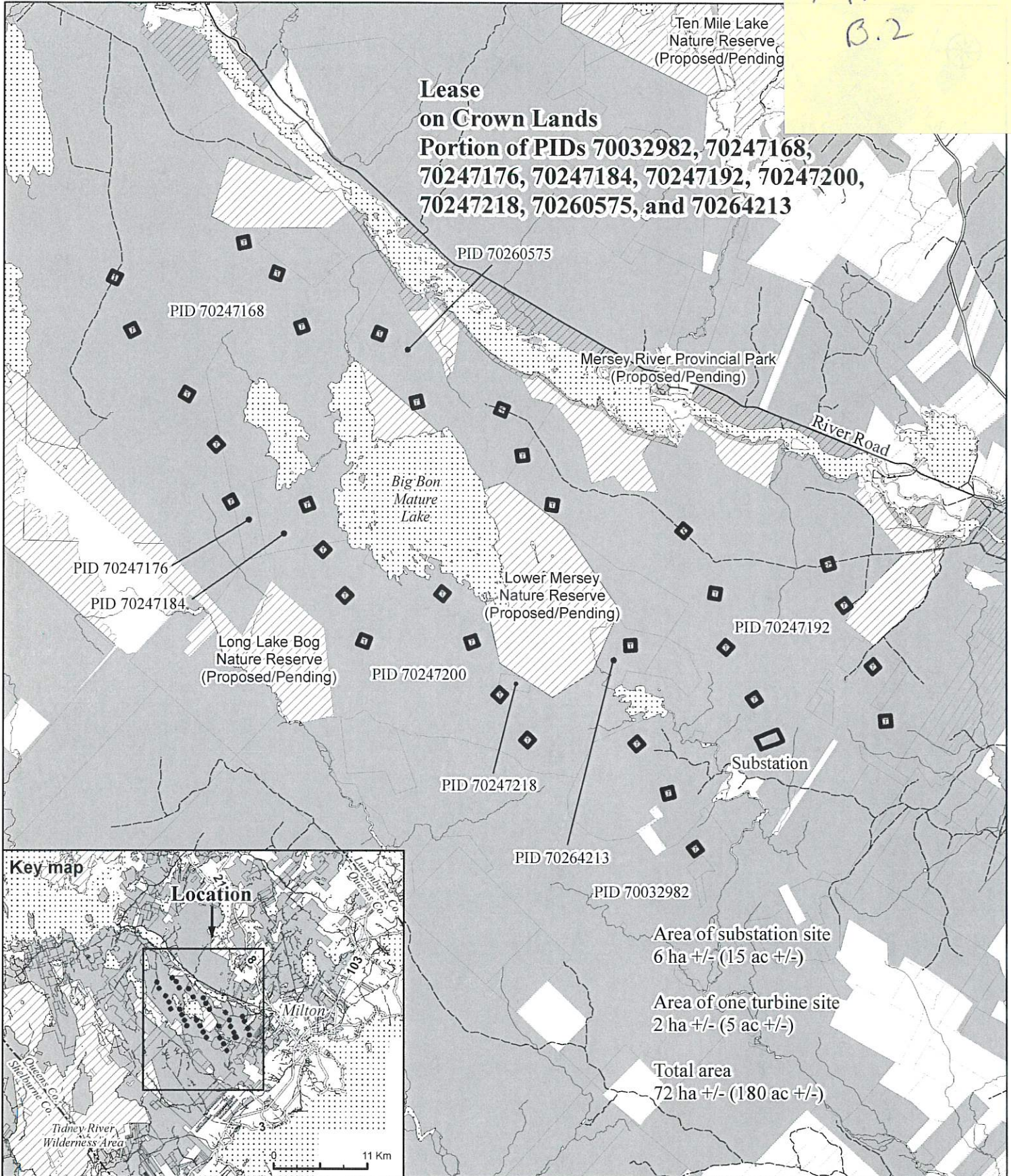
Witness Mitch Underhay
Name: Development Manager
Dated: August 14th, 2023



I have the authority to bind the Company
Name: Daniel Roscoe
Title: President
Dated: August 14th, 2023

SCHEDULE "A"

Appendix
B.2



Plan Showing

Lease on Crown Lands to Mersey River Wind Inc.
 River Road
 Milton
 Queens County, Nova Scotia

2023-06-26 I:\DNR\HLFX\DNRWork\LS\mch\CartTasks\Mapping\GIS\Carto\Corporate\Projects\000000_Wind Farm Mapping\MXD\2023\Mersey River Wind Inc\4294847_MRWI_Milton_A.mxd

Legend

- Turbine
- Lease Area
- Crown Lands (Natural Resources & Renewables)
- Wilderness Areas and Nature Reserves
- Provincial Park
- Watercourses and Waterbodies

Copyright Province of Nova Scotia. The Provincial mapping is a graphical representation of property boundaries which approximate the size, configuration and location of parcels. Care has been taken to ensure the best possible quality, however, this map is not a land survey and is not intended to be used for legal descriptions or to calculate exact dimensions or area. The Provincial mapping is not conclusive as to the location, boundaries or extent of a parcel [Land Registration Act subsection 21(2)]. This is not an official record.





**Natural Resources
and Renewables**
Land Services Branch
Land Administration Division

PO Box 698
1701 Hollis Street, 3rd F
Halifax, NS B3J 2T9

Appendix

B.3

August 24, 2023

Transaction I.D. 5448982

Mersey River Wind Inc.
ATTN: Mitch Underhay, Development Manager
397 Bedford Highway
Halifax, NS B3M 2L3

Dear Mr. Underhay:

Re: Letter of Offer – Proposed Easements for Mersey River Wind Inc.- Crown Lands at Milton, Queens County

This letter of offer from the Department of Natural Resources and Renewables (the Department) is for two easements on Crown lands located at Milton, Queens County currently identified as portions of PIDs 70032982, 70166988, 70225420, 70247168, 70247176, 70247184, 70247192, 70247200, 70247218, 70248695, 70260575, 70264213, 70264403, and 70225404 shown as a bold line on the attached Schedule "A" (the Property) requested by Mersey River Wind Inc. (the Company) for the purpose of a proposed project as defined below. One easement will be for access roads (the Access Easement) and one easement will be for collector power lines (the Collector Easement) (collectively, the Easements). The Letter of Offer (the Offer) shall remain open for acceptance for 30 days from the date of the Offer.

Definitions:

Project- means the Mersey River Wind Project for the proposed development of and operation of an approximately 148-megawatt (MW) wind project on portions of PIDs 70247192, 70247184, 70247200, 70260575, 70264213, 70247168, 70032982, 70247176, and 70247218 at Milton, Queens County, and involves the construction, installation and maintenance of 33 wind turbines and a substation for the purpose of wind energy development as part of the Province's first Renewable to Retail Program.

Terms and Conditions:

1. The Offer is subject to the approval of Cabinet and/or the Minister of Natural Resources and Renewables.
2. The Easements will be a maximum of 40 metres wide and the boundaries will be determined by final survey as described in paragraph 19 of the Offer.
3. The Access Easement will be for constructing, installing, upgrading, using and maintaining roads for access on portions of the Property and for no other purpose. The maintenance of the access roads shall be to the satisfaction of the Department.
4. The Collector Easement will be for installing, using and maintaining collector power lines on portions of the Property as part of the infrastructure for the Project and for no other purpose.

5. The Property is subject to the following encumbrances:
 - Easement Document 85766260 recorded at the Registry of Deeds on August 1, 2006 in favour of Nova Scotia Power Inc.
6. The following have been issued for the Property and will be reviewed if the Easements are issued and they are still in force to assess what legal burdens they create:
 - A Letter of Authority # 4294847 issued to Roswall Development Incorporated for the installation, operation, maintenance, and decommissioning of one wind measurement tower (Tower 1);
 - A Letter of Authority # 4294847-2 issued to Roswall Development Incorporated for the operation, maintenance and decommissioning of one wind measurement tower (Tower 4) and;
 - A Letter of Authority # 4294847-3, as amended, was issued to the Company for the drilling of 33 geotechnical boreholes and digging of 30 test pits for geotechnical exploration.
7. It is the Company's responsibility to obtain all applicable permits, authorizations or approvals required from the applicable level of government required for the Company's intended use of the Property for the purposes described in paragraphs 3 and 4. By signing the Offer, the Company indemnifies and holds harmless His Majesty the King in right of the Province of Nova Scotia and its employees from any and all liability arising from the failure to obtain such permits, authorizations and approvals, including any approvals required from the Department in relation to other aspects of the Project outside of the proposed easement areas. The Department does not, by the act of issuing the Offer, covenant or provide any assurance that any other required permits, authorizations or approvals will be issued by the Province of Nova Scotia, any other level of government or any other body.
8. Prior to the Easements being issued, the Company must apply to the Department and obtain authorization before entering the Property for any purpose including, but not limited to, accessing the Property to conduct any investigations, inspections, tests, survey work or for any construction/building roads.
9. The Easements will not permit the Company to gate, barricade, enclose or otherwise restrict public access to the Property at any time.
10. The Easements will be subject to the Department's Integrated Resource Management requirements.
11. Costs and fees for the Easements shall be determined by the Province, at its sole discretion, which shall be provided to the Company on or before the issuance of the Easements. Any applicable taxes or fees shall be added to the costs and fees. Costs and fees are subject to change at any time when and if the government changes the Government User Fee and Government Charges Index or as may otherwise be increased by the Province.
12. The Easements will be issued in the following name: Mersey River Wind Inc., with its registered office in Halifax, NS.

The Company's Obligations, Acknowledgements and Warranties:

13. The Company must comply with all relevant terms and conditions of the March 27, 2023 Environmental Assessment (EA) approval, including any revisions or amendments to the original EA approval, issued by the Nova Scotia Department of Environment and Climate Change.
14. The Company confirms to the Department that the Company's intentions for the future use of the Property under the Easements have been fully disclosed to the Department, including a project report which describes all elements of the Project that could affect the Province's approval to proceed with the proposed easements as all such information is needed in order to complete the Department's reviews and consultations before Cabinet approval can be sought.
15. The Company represents and warrants to the Department that the Company has the authority to enter into the Offer and to be bound by the representations, warranties, terms and conditions contained herein.
16. The Company acknowledges that the Company has had the opportunity to obtain independent legal advice with regard to the terms and meaning of the Offer, prior to signing the Offer.
17. The Company is required to ensure that the information provided in the Offer is accurate and kept up to date.
18. The Company agrees to release His Majesty the King in Right of the Province of Nova Scotia including his Ministers, agents, employees, heirs, successors and assigns from all manner of actions, causes of actions, suits, debts, duties, accounts, covenants, contractor's claims and demands relating to any title defect.
19. Within six (6) months after the signing the Offer, the Company is required to provide a survey of the Property by a Nova Scotia Land Surveyor for each of the Easements. The Company's surveyor must contact Bradley Middlemiss, Director of Surveys at Bradley.Middlemiss@novascotia.ca or 902-424-3171 prior to commencing work and to obtain an Order of Survey. The Offer will immediately terminate if the survey work is not completed. Any costs incurred for any survey work is the responsibility of the Company, even if the Easements are not approved.
20. The Easements are subject to the Province being satisfied that it has fulfilled its duty to consult with the Mi'kmaq of Nova Scotia regarding potential adverse impacts to treaty and or Aboriginal rights resulting from the proposed easements of the Property. Any costs for reports, studies, archaeological assessments or similar work associated with completing any necessary aboriginal consultation regarding the proposed easements are the responsibility of the Company.
21. The Company shall obtain, at their own expense, relevant security and insurance with independent and reputable insurers that are licensed in Canada in such form and combination and amounts determined to be necessary by Service Nova Scotia, Risk Management Division (or otherwise titled risk management professional) for the Province of Nova Scotia. All such insurance policies shall be endorsed to provide a minimum advance written notice to the Department of not less than thirty (30) days in the event of cancellation, termination, or a reduction in coverage or limits; such notice to be made to the Department by the Insurer. The Company shall be responsible for payment of any deductible payments with respect to such insurance policies.

22. The Company acknowledges that it must satisfy itself as to the adequacy and sufficiency of the Crown's title. The Department makes no representations or warranties as to the suitability or fitness of the Property for the intended use by the Company. The Company agrees to release His Majesty the King in Right of the Province of Nova Scotia including His Ministers, agents, employees, heirs, successors and assigns from all manner of actions, cause of actions, suits, debts, duties, accounts, covenants, contractor's claims and demands relating to any title defect.
23. Issuing the Easements is conditional on any required public engagement and recommendations being concluded to the satisfaction of the Department unless otherwise waived by the Department.
24. The Easements must be recorded within two weeks of being delivered to the Company. The Company is solely responsible for all legal fees and other costs associated with recording of the Easements at the appropriate Land Registration Office.
25. A portion of the Property overlaps with the pending Mersey River Provincial Park (the Park) proposed for designation under the 2013 Parks and Protected Areas Plan, as shown on the attached Schedule "A". The Easements will contain the following requirements to address overlap with the Park:
 - All provisions of the Old Growth Forest Policy shall apply to the Company for its activities within the Park. The Company is responsible for identifying any old growth forest that may be affected by the Project.
 - The Company must not exceed the minimum area of disturbance required to complete the Project in the Park.
 - The Company must submit construction plans to the Parks Division for approval before commencing any work.
 - All transmission lines installed in the Park must be on monopole structures.
 - No chemical vegetation control measures are permitted in the Park.
26. The Company agrees to complete one of the following requirements to compensate for impacts to the proposed Park:
 - Purchase replacement lands that have comparable dollar value and similar ecological value as agreed to and approved by the Department, and transfer title of those lands to the Department; or
 - Support with funding and/or implement a conservation program within the Park, such as hemlock woolly adelgid treatments.

General Terms:

27. In the event the Easements do not receive approval of Cabinet and/or the Minister, the Company will be notified by the Department that the Easements cannot proceed, and the Offer shall immediately terminate. The Department shall not be liable for any costs incurred or losses suffered by the Company if the Easements do not proceed or are not issued for any reason whatsoever.
28. The Company is solely responsible for all legal fees and other costs associated with this transaction including registration of the Easements at the applicable land registration office and all other costs of this transaction, including any applicable taxes and fees if authorized will be paid by the Company.

29. The Company must be validly and properly incorporated with the Nova Scotia Registry of Joint Stock Companies and remain in good standing.
30. The Company shall at all times indemnify and save harmless His Majesty the King in right of the Province of Nova Scotia and its employees from and against all claims, demands, losses, costs, damages, including personal injury or death, actions, suits or other proceedings caused or occasioned directly or indirectly by the Company's use or occupation of the Property. Such indemnity shall include, but not be restricted to, all claims, demands, losses, costs, damages, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by the improper or faulty erection or construction of any building or structure on the Property or by the neglect or wilful act of the Company or any guest, invitee or visitor of the Company.
31. The Offer shall constitute the entire Offer for the Easements and supersedes all other contracts or understandings, whether oral or in writing. Any amendments to the Offer must be in writing and signed by the parties hereto or their agents and shall include the exchange of confirming emails between the parties hereto or their agents.
32. The Offer shall be to the benefit of and be binding upon the parties hereto, their respective administrators and approved successors and assigns. In this clause "approved successors and assigns" means approval must be sought from the Department before the Offer will apply to any successors or assigns.
33. The Offer is governed by, and will be construed and interpreted in accordance with, the laws of Nova Scotia and Canada, as applicable. Any and all disputes arising between the parties in respect of this Offer shall attorn to the courts of Nova Scotia.
34. Any provision of the Offer which is held to be void, illegal or unenforceable shall be separate and severable from the remaining provisions of the Offer, which shall remain in full force and effect.
35. The Offer is to be read with all changes of gender or number required of the context.
36. The covenants, agreements, representations and warranties of the Company contained in paragraphs 7, 15, 18, 21, 22 and 30 specifically, and all other covenants, agreements, representations and warranties made generally by the Company to the Department shall not merge on the closing of this transaction nor shall they expire on the termination of the Easements but shall survive the same and shall continue in full force and effect for the benefit of the party to whom they were given.

To signify acceptance of the terms and conditions outlined herein, please have the Offer countersigned below and returned to my attention at Cynthia.Steele@novascotia.ca.

Sincerely,



Cindy Steele,
Manager, Acquisitions & Disposals

- c: Brad Middlemiss, Director of Surveys, NRR
- Melanie Cameron, Director, Land Administration, NRR
- Dustin Oickle, Director, Western Region, NRR
- Tara Crandlemere, Director, Parks & Outreach Division, NRR
- Helen MacPhail, EA Supervisor, NSE&CC
- Bridget Tutty, EA Manager, NSE&CC
- Beata Dera, Director of Consultation, OLA
- Matthew Dunn, Director, Risk, Insurance and Business Continuity

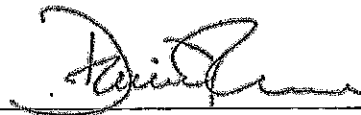
Company's Acceptance

We, Mersey River Wind Inc., accept the Offer and agree to the above terms and conditions and confirm that we have the authority to bind the Company.

Witness

Name:

Date:



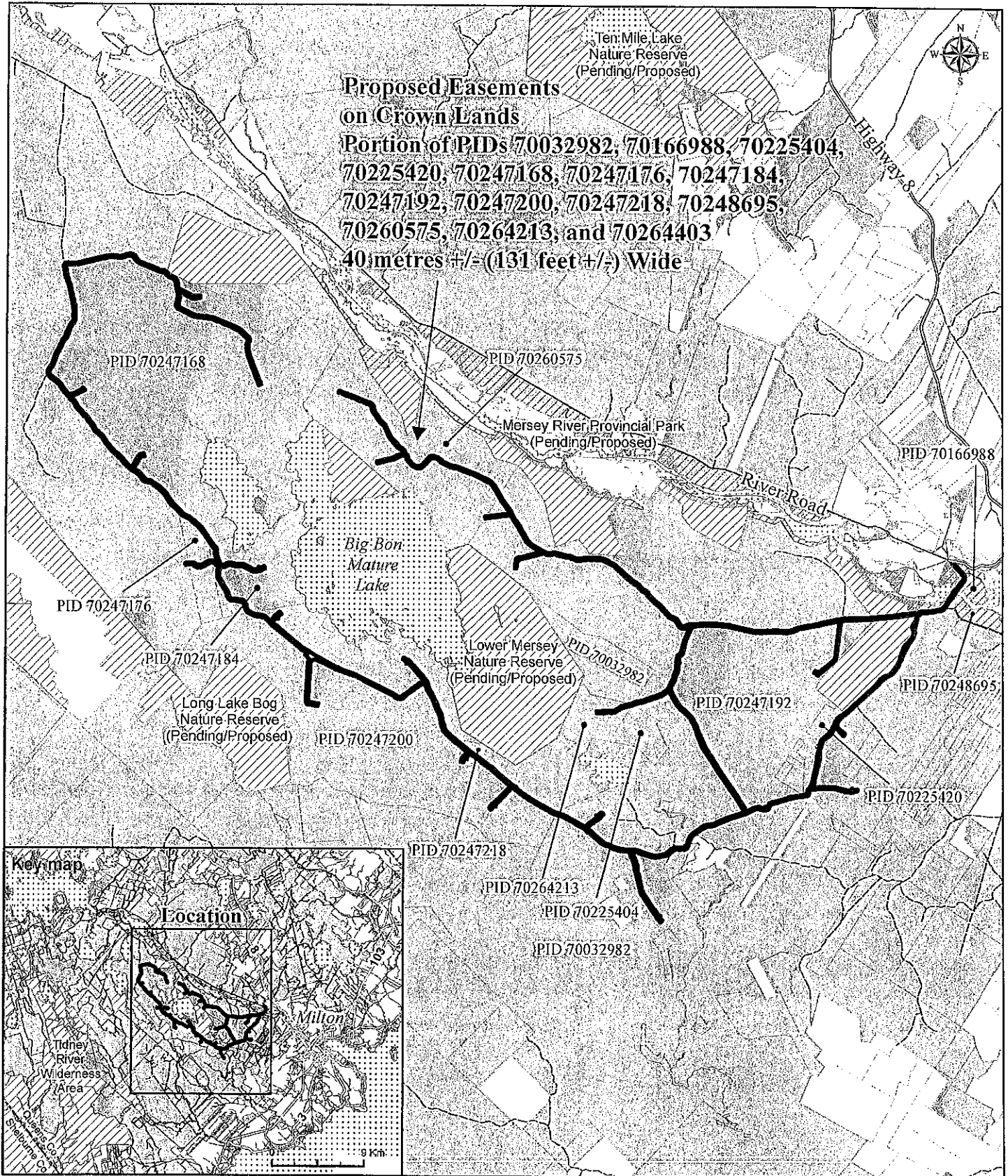
I have the authority to bind the Company

Name: Daniel Roscoe - President

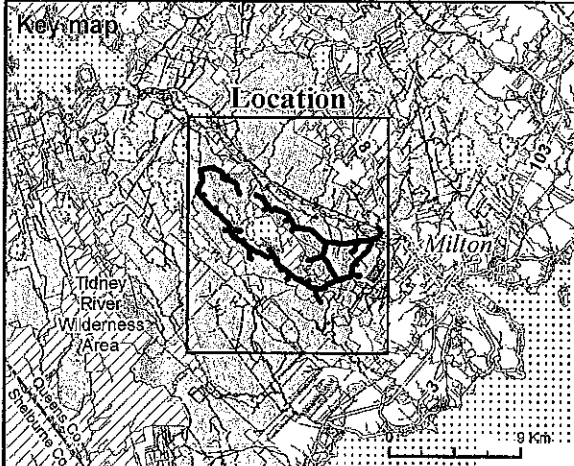
Title:

Date: September 6th, 2023

SCHEDULE "A"



**Proposed Easements
on Crown Lands**
**Portion of PIDs 70032982, 70166988, 70225404,
 70225420, 70247168, 70247176, 70247184,
 70247192, 70247200, 70247218, 70248695,
 70260575, 70264213, and 70264403**
40 metres +/- (131 feet +/-) Wide



Plan Showing:
 Proposed Easements
 on Crown Lands
 to Mersey River Wind Inc.
 River Road
 Milton
 Queens County, Nova Scotia

- Legend**
- Proposed Easements on Crown Lands (Roads & Collector Power Lines)
 - Crown Lands (Natural Resources & Renewables)
 - Wilderness Areas and Nature Reserves
 - Provincial Park
 - Watercourses and Waterbodies

2023-08-21 I:\DNR\HFLX\DNRWork\LSBmch\CartTasks\Mapping\GIS\Carto\UM5448982_MRWI_Milton\MXD\5448982_MRWI_Milton_LOO_v1.mxd

Copyright Province of Nova Scotia. The Provincial mapping is a graphical representation of property boundaries which approximates the size, configuration and location of parcels. Care has been taken to ensure the best possible quality, however, this map is not a land survey and is not intended to be used for legal descriptions or to calculate exact dimensions or area. The Provincial mapping is not conclusive as to the location, boundaries or extent of a parcel [Land Registration Act subsection 21(2)]. This is not an official record.





**Natural Resources
and Renewables**
Land Services Branch
Land Administration Division

PO Box 698
1701 Hollis Street, 3rd Fl
Halifax, NS B3J 2T9

Appendix
B.4

August 24, 2023

Transaction I.D. 5448936

Mersey River Wind Inc.
ATTN: Mitch Underhay, Development Manager
397 Bedford Highway
Halifax, NS B3M 2L3

Dear Mr. Underhay:

Re: Letter of Offer – Proposed Easement in favour of Mersey River Wind Inc., over Crown Lands at Milton, Queens County

This letter of offer from the Department of Natural Resources and Renewables (the Department) is for an easement on Crown lands located at Milton, Queens County currently identified as portions of PIDs 70166988, 70225420, 70247192, 70248687, 70248695, and 70259551 shown as a bold line on the attached Schedule "A" (the Property) requested by Mersey River Wind Inc. (the Company) for the purpose of a proposed project as defined below. The easement will be for a high-voltage transmission line (the Easement). The Letter of Offer (the Offer) shall remain open for acceptance for 30 days from the date of the Offer.

Definitions:

Project- means the Mersey River Wind Project for the proposed development of and operation of an approximately 148-megawatt (MW) wind project on portions of PIDs 70247192, 70247184, 70247200, 70260575, 70264213, 70247168, 70032982, 70247176, and 70247218 at Milton, Queens County, and involves the construction, installation and maintenance of 33 wind turbines and a substation for the purpose of wind energy development as part of the Province's first Renewable to Retail Program.

Terms and Conditions:

1. The Offer is subject to the approval of Cabinet and/or the Minister of Natural Resources and Renewables.
2. The Easement will be a maximum of 30.5 metres wide and the boundaries will be determined by final survey as described in paragraph 18 of the Offer.
3. The Easement is for the purpose of constructing, installing, using and maintaining a 138kV high-voltage transmission line over portions of the Property as part of the infrastructure for the Project and for no other purpose.
4. The Property is subject to the following encumbrances:
 - Easement Document 85766260 recorded at the Registry of Deeds on August 1, 2006 in favour of Nova Scotia Power Inc.
 - Easement Document 503199569 recorded at the Registry of Deeds on February 19, 1932 in favour of Nova Scotia Power Commission

- Easement Document 502838637 recorded at the Registry of Deeds on September 9, 1935 in favour of Nova Scotia Power Commission.
5. The following have been issued for the Property and will be reviewed if the Easement is issued and they are still in force to assess what legal burdens they create:
 - A Letter of Authority # 4294847-2 issued to Roswall Development Incorporated for the operation, maintenance and decommissioning of one wind measurement tower (Tower 4); and
 - A Letter of Authority # 4294847-3, as amended, issued to the Company for the drilling of 33 geotechnical boreholes and digging of 30 test pits for geotechnical exploration.
 6. It is the Company's responsibility to obtain all applicable permits, authorizations or approvals required from the applicable level of government required for the Company's intended use of the Property for the purpose described in paragraph 3. By signing the Offer, the Company indemnifies and holds harmless His Majesty the King in right of the Province of Nova Scotia and its employees from any and all liability arising from the failure to obtain such permits, authorizations and approvals, including any approvals required from the Department in relation to other aspects of the Project outside of the proposed easement area. The Department does not, by the act of issuing the Offer, covenant or provide any assurance that any other required permits, authorizations or approvals will be issued by the Province of Nova Scotia, any other level of government or any other body.
 7. Prior to the Easement being issued, the Company must apply to the Department and obtain authorization before entering the Property for any purpose including, but not limited to, accessing the Property to conduct any investigations, inspections, tests, survey work or for building roads.
 8. The Easement will not permit the Company to gate, barricade, enclose or otherwise restrict public access to the Property at any time.
 9. The Easement will be subject to the Department's Integrated Resource Management requirements.
 10. Costs and fees for the Easement shall be determined by the Province, at its sole discretion, which shall be provided to the Company on or before the issuance of the Easement. Any applicable taxes or fees shall be added to the costs and fees. Costs and fees are subject to change at any time when and if the government changes the Government User Fee and Government Charges Index or as may otherwise be increased by the Province.
 11. The Easement will be issued in the following name: Mersey River Wind Inc., with its registered office in Halifax, NS.

The Company's Obligations, Acknowledgements and Warranties:

12. The Company must comply with all relevant terms and conditions of the March 27, 2023, Environmental Assessment (EA) approval, including any revisions or amendments to the original EA approval, issued by the Nova Scotia Department of Environment and Climate Change.

13. The Company confirms to the Department that the Company's intentions for the future use of the Property under the Easement have been fully disclosed to the Department, including a project report which describes all elements of the Project that could affect the Province's approval to proceed with the proposed easement as all such information is needed in order to complete the Department's reviews and consultations before Cabinet approval can be sought.
14. The Company represents and warrants to the Department that the Company has the authority to enter into the Offer and to be bound by the representations, warranties, terms and conditions contained herein.
15. The Company acknowledges that the Company has had the opportunity to obtain independent legal advice with regard to the terms and meaning of the Offer, prior to signing the Offer.
16. The Company is required to ensure that the information provided in the Offer is accurate and kept up to date.
17. The Company agrees to release His Majesty the King in Right of the Province of Nova Scotia including his Ministers, agents, employees, heirs, successors and assigns from all manner of actions, causes of actions, suits, debts, duties, accounts, covenants, contractor's claims and demands relating to any title defect.
18. Within six (6) months after the signing of the Offer, the Company is required to provide a survey of the Property surveyed by a Nova Scotia Land Surveyor. The Company's surveyor must contact Bradley Middlemiss, Director of Surveys at Bradley.Middlemiss@novascotia.ca or 902-424-3171 prior to commencing work, including to obtain an Order of Survey. The Offer will immediately terminate if the survey work is not completed. Any costs incurred for any survey work is the responsibility of the Company, even if the Easement is not approved.
19. The Easement is subject to the Province being satisfied that it has fulfilled its duty to consult with the Mi'kmaq of Nova Scotia regarding potential adverse impacts to treaty and or Aboriginal rights resulting from the Easement. Any costs for reports, studies, archaeological assessments or similar work associated with completing any necessary aboriginal consultation regarding the proposed easement are the responsibility of the Company.
20. The Company shall obtain, at their own expense, relevant security and insurance with independent and reputable insurers that are licensed in Canada in such form and combination and amounts determined to be necessary by Service Nova Scotia, Risk Management Division (or otherwise titled risk management professional) for the Province of Nova Scotia. All such insurance policies shall be endorsed to provide a minimum advance written notice to the Department of not less than thirty (30) days in the event of cancellation, termination, or a reduction in coverage or limits; such notice to be made to the Department by the Insurer. The Company shall be responsible for payment of any deductible payments with respect to such insurance policies.
21. The Company acknowledges that it must satisfy itself as to the adequacy and sufficiency of the Crown's title. The Department makes no representations or warranties as to the suitability or fitness of the Property for the intended use by the Company. The Company agrees to release His Majesty the King in Right of the Province of Nova Scotia including His Ministers, agents,

employees, heirs, successors and assigns from all manner of actions, cause of actions, suits, debts, duties, accounts, covenants, contractor's claims and demands relating to any title defect.

22. Issuing the Easement is conditional on any required public engagement and recommendations being concluded to the satisfaction of the Department unless otherwise waived by the Department.
23. The Easement must be recorded within two weeks of it being delivered to the Company. The Company is solely responsible for all legal fees and other costs associated with recording the Easement at the appropriate Land Registration Office.
24. A portion of the Property overlaps with the pending Mersey River Provincial Park (the Park) proposed for designation under the 2013 Parks and Protected Areas Plan, as shown on the attached Schedule "A". The Easement will contain the following requirements to address overlap with the Park:
 - All provisions of the Old Growth Forest Policy shall apply to the Company for its activities within the Park. The Company is responsible for identifying any old growth forest that may be affected by the Project.
 - The Company must not exceed the minimum area of disturbance required to complete the Project in the Park.
 - The Company must submit construction plans to the Parks Division for approval before commencing any work.
 - All transmission lines installed in the Park must be on monopole structures.
 - No chemical vegetation control measures are permitted in the Park.
25. The Company agrees to complete one of the following requirements to compensate for impacts to the proposed Park:
 - Purchase replacement lands that have comparable dollar value and similar ecological value as agreed to and approved by the Department, and transfer title of those lands to the Department; or
 - Support with funding and/or implement a conservation program within the Park, such as hemlock woolly adelgid treatments.

General Terms:

26. In the event the Easement does not receive approval of Cabinet and/or the Minister, the Company will be notified by the Department that the Easement cannot proceed, and the Offer shall immediately terminate. The Department shall not be liable for any costs incurred or losses suffered by the Company if the Easement does not proceed or is not issued for any reason whatsoever.
27. The Company is solely responsible for all legal fees and other costs associated with this transaction including registration of the Easement at the applicable land registration office and all other costs of this transaction, including any applicable taxes and fees if authorized will be paid by the Company.

28. The Company must be validly and properly incorporated with the Nova Scotia Registry of Joint Stock Companies and remain in good standing.
29. The Company shall at all times indemnify and save harmless His Majesty the King in right of the Province of Nova Scotia and its employees from and against all claims, demands, losses, costs, damages, including personal injury or death, actions, suits or other proceedings caused or occasioned directly or indirectly by the Company's use or occupation of the Property. Such indemnity shall include, but not be restricted to, all claims, demands, losses, costs, damages, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by the improper or faulty erection or construction of any building or structure on the Property or by the neglect or wilful act of the Company or any guest, invitee or visitor of the Company.
30. The Offer shall constitute the entire Offer for the Easement and supersedes all other contracts or understandings, whether oral or in writing. Any amendments to the Offer must be in writing and signed by the parties hereto or their agents and shall include the exchange of confirming emails between the parties hereto or their agents.
31. The Offer shall be to the benefit of and be binding upon the parties hereto, their respective administrators and approved successors and assigns. In this clause "approved successors and assigns" means approval must be sought from the Department before the Offer will apply to any successors or assigns.
32. The Offer is governed by, and will be construed and interpreted in accordance with, the laws of Nova Scotia and Canada, as applicable. Any and all disputes arising between the parties in respect of this Offer shall attorn to the courts of Nova Scotia.
33. Any provision of the Offer which is held to be void, illegal or unenforceable shall be separate and severable from the remaining provisions of the Offer, which shall remain in full force and effect.
34. The Offer is to be read with all changes of gender or number required of the context.
35. The covenants, agreements, representations and warranties of the Company contained in paragraphs 6, 14, 17, 20, 21 and 29 specifically, and all other covenants, agreements, representations and warranties made generally by the Company to the Department shall not merge on the closing of this transaction nor shall they expire on the termination of the Easement but shall survive the same and shall continue in full force and effect for the benefit of the party to whom they were given.

To signify acceptance of the terms and conditions outlined herein, please have the Offer countersigned below and returned to my attention at Cynthia.Steele@novascotia.ca.

Sincerely,



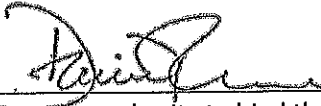
Cindy Steele,
Manager, Acquisitions & Disposals

- c: Brad Middlemiss, Director of Surveys, NRR
- Melanie Cameron, Director, Land Administration, NRR
- Dustin Oickle, Director, Western Region, NRR
- Helen MacPhail, EA Supervisor, NSE&CC
- Bridget Tutty, EA Manager, NSE&CC
- Matthew Dunn, Director, Risk, Insurance and Business Continuity
- Tara Crandlemere, Director, Parks & Outreach Division, NRR
- Beata Dera, Director of Consultation, OLA

Company's Acceptance

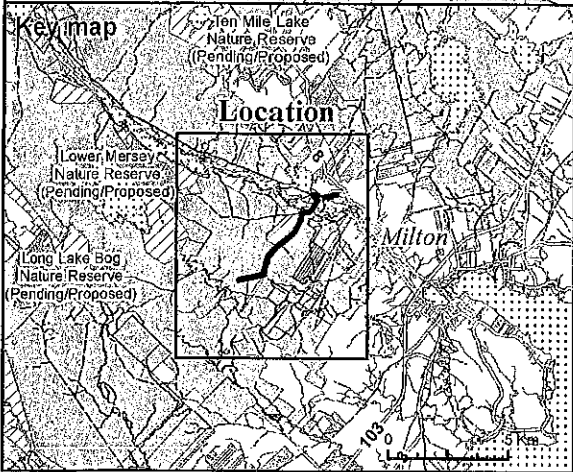
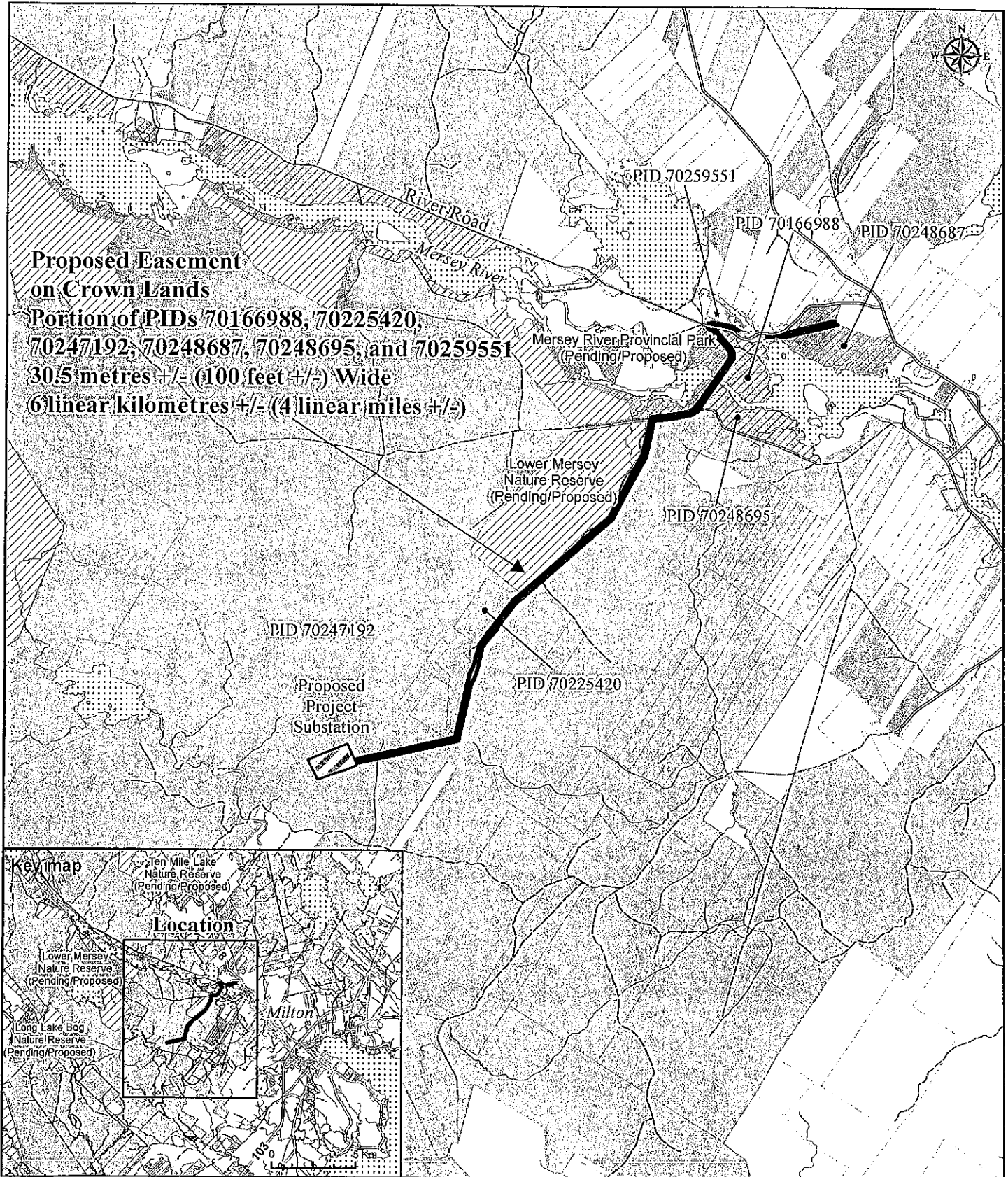
We, Mersey River Wind Inc., accept the Offer and agree to the above terms and conditions and confirm that we have the authority to bind the Company.

Witness
Name:
Date:



I have the authority to bind the Company
Name: Daniel Roscoe - President
Title:
Date: September 6th, 2023

SCHEDULE "A"



Plan Showing:

Proposed Easement on Crown Lands to Mersey River Wind Inc. River Road Milton Queens County, Nova Scotia

Legend

- Proposed Easement on Crown Lands (High-Voltage Transmission Line)
- Proposed Project Substation (included with Lease)
- Crown Lands (Natural Resources & Renewables)
- Wilderness Areas and Nature Reserves
- Provincial Park
- Watercourses and Waterbodies

Copyright Province of Nova Scotia. The Provincial mapping is a graphical representation of property boundaries which approximate the size, configuration and location of parcels. Care has been taken to ensure the best possible quality; however, this map is not a land survey and is not intended to be used for legal descriptions or to establish exact dimensions or area. The Provincial mapping is not conclusive as to the location, boundaries or extent of a parcel (Land Registration Act subsection 21(2)). This is not an official record.

0 1 km

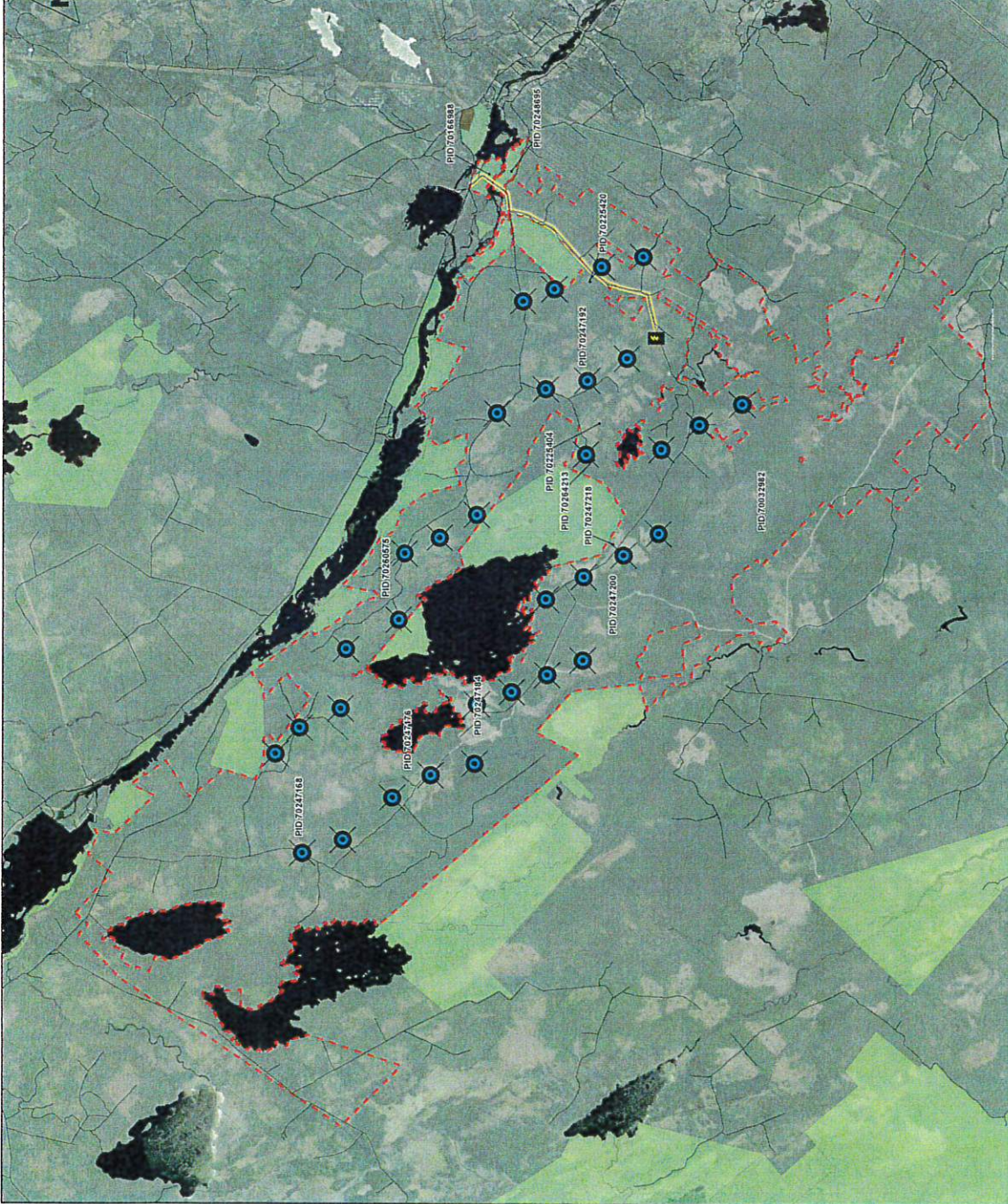
Appendix D



Mersey River Development Agreement Zoning Map

Legend

- Turbine Locations
- Roads
- MH - Heavy Industrial Zone
- O1 - Conservation Zone
- Project Substation
- Interconnection Route
- Project Parcel Boundary
- R5 - Inland Rural Zone



PIDs

70247176	70264213	70247166	70166888
70247192	70225420	70029882	
70247184	70225404	70260575	
70247200	70247218	70248695	

Prepared by:
Roswall

Coordinate System: NAD 1983 CSRS UTM Zone 20N
 Projection: Transverse Mercator
 Datum: North American 1983 CSRS
 Data Source: Nova Scotia Topographic Database (NSTDB) 1:10,000 Series
 Wet Area Mapping Derived from Nova Scotia Department of
 Natural Resources (NSDNR) Forest Mapping Data
 and distributed with the permission of Service Nova Scotia &
 Municipal Relations

Drawn by Anna Williams
 Date: 17/11/2023

1:70,000
 Kilometers
 0 1.5 3 6 9 12 15



Mersey River Development Agreement Project Land Map

Legend

- Turbine Locations
- Project Substation
- Interconnection Route
- Address Points
- Easement and Lease Area
- Waterbody
- Project Parcel Boundary
- Property Parcels

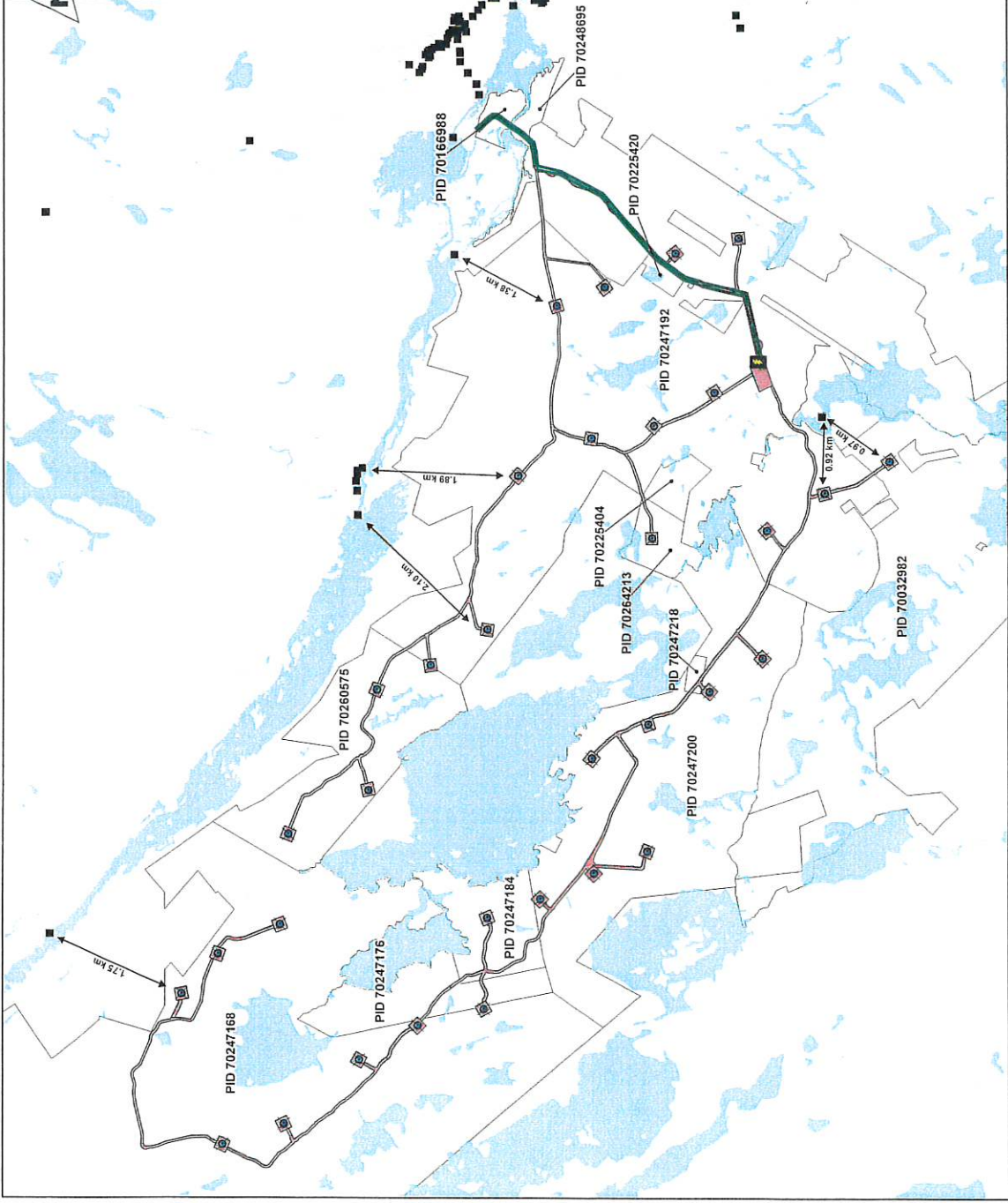
PIDs

70247176	70264213	70247168	70166988
70247192	70225420	70032982	
70247184	70225404	70260575	
70247200	70247218	70248695	

Prepared by:
Roswall

Coordinate System: NAD 1983 CSRS UTM Zone 20N
 Projection: Transverse Mercator
 Datum: North American 1983 CSRS

Data Sources:
 Topographic Database (NETDB) 1:10,000 Series
 Wet Area Mapping Derived from Nova Scotia Department of
 Natural Resources (NSDNR) Forest Mapping Data
 Property Parcels (Municipal Property Assessment
 Roll) (MUNPROP) Data Property Mapping Series reproduced
 and distributed with the permission of Service Nova Scotia &
 Municipal Relations



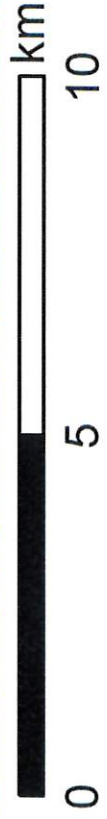
Drawn by Anna Williams Date: 17/11/2023



Roswall Development is proposing a new wind project on a large tract of crown land west of Milton.

As proposed, the Mersey River Wind Energy Project will be constructed in three phases, beginning in 2023.

You are invited to a Public Open house on the evening of May 25 at the Milton Hall from 6:00 - 8:00pm.





Based in Halifax, our team have been on the front lines of the energy transition that has taken place in Nova Scotia over the past decade.

Please join us to learn more about this exciting project.

Public Open House

Wednesday, May 25

6:00 - 8:00 pm

Milton Hall



website: roswall.ca

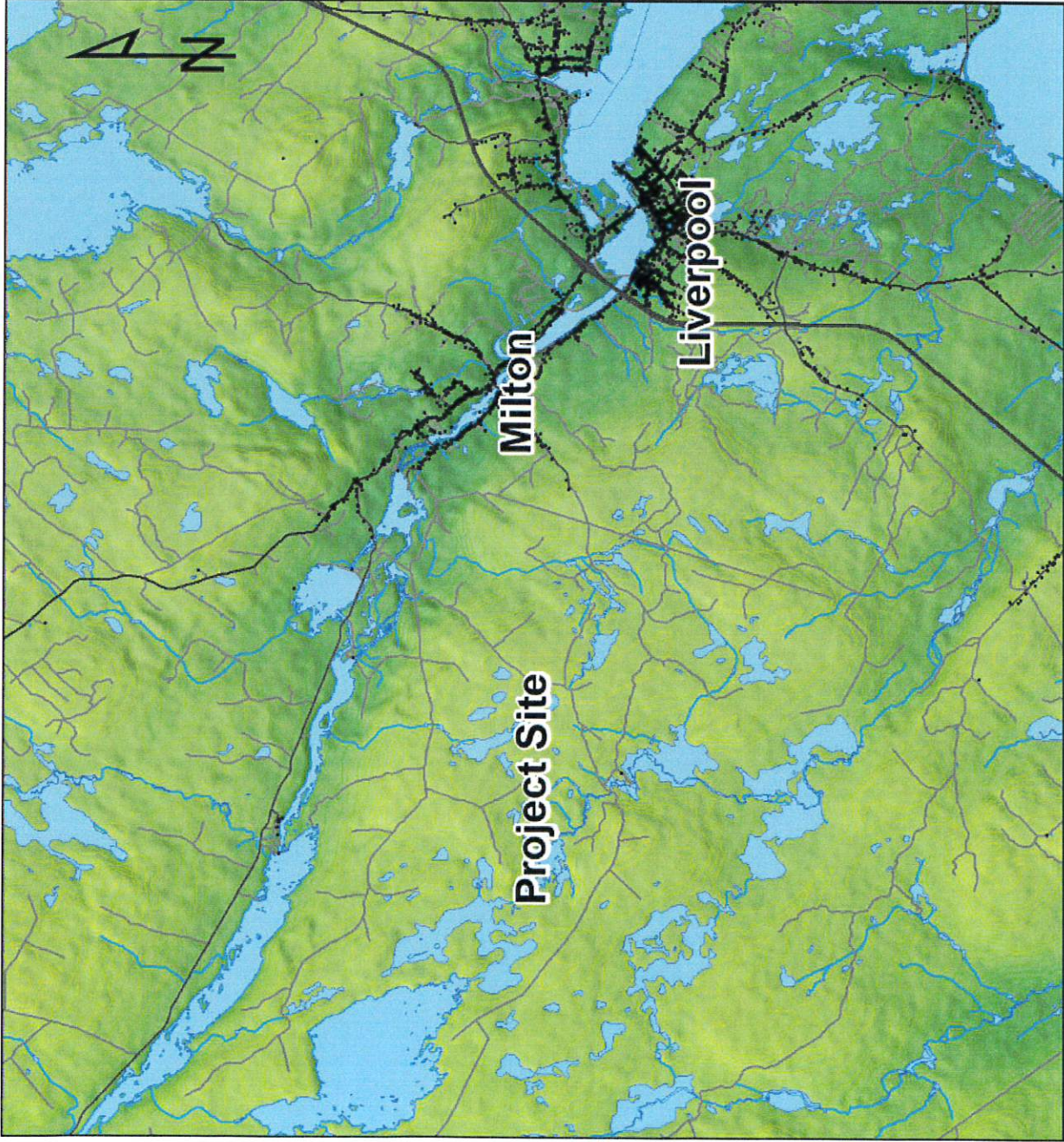
email: info@roswall.ca

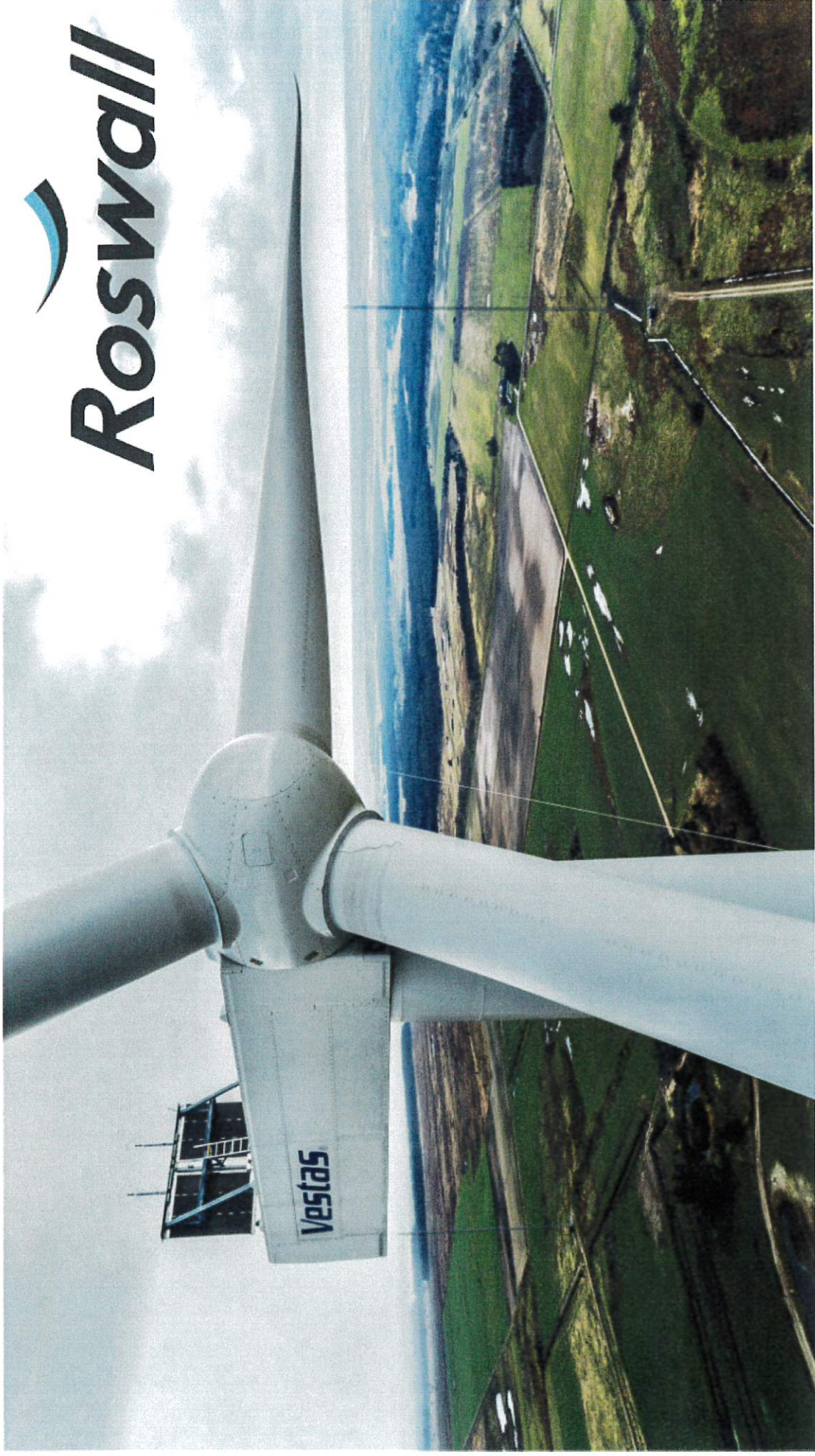


Roswall Development is proposing a new wind project on a large tract of crown land west of Milton.

As proposed, the Mersey River Wind Project will be built in three phases, starting in 2023.

You are invited to the second Public Open house on August 10 at the Milton Hall from 6:00 - 8:00pm.





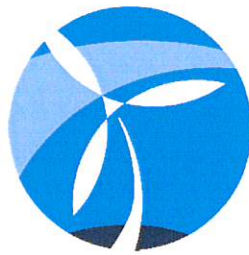
 **Roswall**

Public Open House: August 10, 6:00 - 8:00pm, Milton Hall

For more information, visit: Merseywind.ca and Roswall.ca

Appendix G

Mersey River Wind Inc.



Mi'kmaq Engagement Plan

November 8, 2023



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1. Introduction

1.1. Description of the Project

Mersey River Wind Inc. (the Proponent) proposes the development of the Mersey River Wind Farm (the Project) managed by Roswall Development Inc. (Roswall) on a high rolling plateau just south of the Mersey (Ogômgigiag) River, near the community of Milton, Queens County, Gespogoitnag, Nova Scotia. The project components will include:

- 33 Vesta V150 wind turbines
- Access road networks
- Substation and power collection systems
- High voltage transmission lines
- Wind turbine pads

Additionally, a subsidiary of Roswall obtained the first license for a renewable to retail supplier to sell power directly to customers utilizing Nova Scotia Power's infrastructure with predetermined fees after the amendment in the Electricity Act in 2015. Soon, customers will have the opportunity to sign up and buy 100% renewable electricity from a new electricity supplier. Mersey River Wind will be the first of many projects in the renewable to retail program.

This is a real and present opportunity for Mi'kmaq communities to purchase electricity from a new provider, including from Mi'kmaq-owned facilities.

1.2. Purpose of the Plan

A Mi'kmaq Engagement Plan (MEP) has been developed to guide communication and engagement between the Project and the Mi'kmaq. This plan will be distributed to the Kwilmu'kw Maw-klusuaqn Negotiation Office (the KMKNO), Nova Scotia Office of L'nu Affairs, and to all 13 Mi'kmaq First Nations upon request. The MEP was developed as per requirements outlined in Condition 10.1 of the Environmental Assessment Approval, and detailed in the April 3, 2023, Proponent Delegation Letter.

The MEP outlines the process for communicating Project details and seeking input from the Mi'kmaq on the development and implementation of Project mitigation and monitoring plans. The MEP creates a framework for meaningful engagement and communication with Mi'kmaq regarding projects, policies, or decisions that could have an impact on their rights, lands, or interests and be of economic benefit to them.



2. Objectives of the Mi'kmaq Engagement Plan

The engagement strategy intends to enable a respectful and cooperative approach that provides Mi'kmaq a way to contribute ideas, voice concerns, and take part in decisions. We will engage with Mi'kmaq regarding potential impacts of the Project on the exercise of their treaty rights and traditional uses of the land and incorporate Indigenous knowledge they provide when considering the mitigation of these impacts.

Long-term relationships and partnerships with local Mi'kmaq will continue throughout the development and operation of the Project by:

- Keeping communities informed of project development activities;
- Offering Mi'kmaq people priority access to cost-competitive renewable electricity;
through our flexible Renewable to Retail license;
- Opening the door for participation in, ownership and investment opportunities for this and future projects;
- Offering jobs, training, and economic development opportunities as our operations grow.

3. Indigenous Communities

Mi'ma'ki itself has been home to the First Nations Peoples for over 10,000 years. Roswall recognizes the Peace of Friendship Treaties, the sovereignty of the Mi'kmaq over the unceded lands of Mi'kma'ki, and the complexity of the present-day relationship between governments.

Prior to the Indian Act in 1876, each region of Mi'kma'ki had its own autonomous chief and council under the Mi'kmawey Mawio'mi (Mi'kmaq Grand Council). The Indian Act imposed a new administrative structure of elected chiefs and band councils based on reservations within each of the newly formed Canadian Provinces. Now, in addition to the Grand Council, there are 13 elected Band Councils in Nova Scotia.

As a Canadian company, we propose our projects to the province of Nova Scotia, through the Environmental Assessment process. While the duty to consult rests with the province, some procedural aspects of the consultation have been delegated to Mersey River Wind. We recognize that the formal aspect of that consultation is important but does not necessarily build trust or foster meaningful relationships. Our intention is to foster that trust through transparency by engaging with the Mi'kmaq of Nova Scotia under these three spheres:



3.1. Band Councils

Eleven of the thirteen Band Council Chiefs in Nova Scotia collaborate in the Assembly of Nova Scotia Mi'kmaw Chiefs (the Assembly). It includes Acadia, Annapolis, Glooscap, Eskasoni, L'sitkuk,, Paqtnkek, Pictou Landing, Potlotek, Wagmatcok, and We'koqma'q. The Assembly does not represent Sipekne'katik or Membertou. The Assembly directs the KMKNO to liaise with proponents and governments. The KMKNO represents all Assembly members except Millbrook.

Therefore, all project updates will be shared with Millbrook, Sipekne'katik, Membertou, and the KMKNO, to invite input and collaboration.

Acadia First Nation (Wasoqopa'q) is the closest Mi'kmaq community, with reserve lands stretching from Hammonds Plains to Yarmouth. While all Mi'kmaq communities have shared rights to the land and will remain informed, Acadia is the primary contact for Mersey River Wind.

Contact information is found in Appendix A.

3.2. Mi'kmaq Grand Council

The Mi'kmawey Mawio'mi has not ceded its sovereignty over Mi'kma'ki and remains an active presence in governance and culture. The regional Keptinaqs are led by the Grand Chief. The relationship between the Grand Council, the band councils and the government of Nova Scotia is complex.

In addition to the band councils, all project updates will be shared with the Grand Council to invite input and collaboration.

Contact information is found in Appendix A.

3.3. Mi'kmaq Community At Large

Mersey River Wind Inc. will establish a Community Liaison Committee to ensure that the community at large is aware of the project, and has a clear avenue of communication. General project information is shared on the website, merseywind.ca.

Complaints and concerns arising during the Project will be directed to the Public Communications Coordinator (PCC). The complaints may arise through a community liaison committee or from individuals. All complaints will be directed to an email address, below, or a phone line which will be established. The following



email addresses will be established to centralize, track and manage complaints and concerns:

- info@merseyriverwind.ca
- info@merseywind.ca
- mersey@roswall.ca

In addition to the website, major project updates will be shared with the Native Council of Nova Scotia, to help reach people not living on reserve.

4. Methods, Tools, and Best Practices

The Proponent will commit to the following practices to ensure meaningful engagement and consultation with Indigenous communities:

4.1. Respect Community and Cultural Sensitivity

The Proponent acknowledges the traditional cultural practices of the Mi'kmaq and will provide training and education on Mi'kmaq practices to ensure engagement activities are respectful of:

- Seasonal activities, such as hunting and harvesting;
- Cultural protocols, such as offering tobacco and providing gifts;
- Allowing a space for prayer and gratitude.

4.2. Inclusive participation of Mi'kmaq Communities

We will ensure that the engagement process is collaborative, and communication is ongoing, open, and transparent. This will be done through:

- Sharing information on the Project in a timely manner and providing opportunities for participation;;
- Providing site tours and community meetings at different project stages;
- Working with communities to provide jobs, training, and economic development.
- Inviting councils to invest in this and future projects;

4.3. Clear Communication

Engagement methods with the Indigenous communities will be frequent and transparent to ensure information and expectations are known. Methods to achieve this include:

- Communications through both verbal and written formats;
- Thorough documentation of communications (date, method, information provided);



- Consultation before any major changes or activities;
- Public Notices and Newsletters in local newspapers, when appropriate.

4.4. Equal Partnership and Collaboration

The Proponent views First Nations as equal partners and right holders for development of the Project. We will continue to provide information regarding economic, health, environmental, educational and cultural development through the following:

- Discussions of joint planning, co-management, and decision making;
- Providing opportunities for employment and participation within the community;
- Discussions of economic development and benefit agreements.

5. Engagement and Communications

Engagement, in this context, refers to the formal conversations between Roswall and a project proponent and the Mi'kmaq. Communication means informal information sharing, conversations, and community activities. All present and future communications will be documented. This will include:

- Identification of impacts to aboriginal and treaty rights
- Type of engagement activities to be undertaken (e.g., meetings, community open houses, collection of traditional use information, newsletters, community advisory committee, site visits, etc.)
- Type of information that will be shared (e.g., development opportunities, Project updates)

5.1. Timeline and Milestones

The Proponent will establish a timeline for communicating Project updates to the appropriate First Nations communities. These updates will cover major milestones, important developments, and new opportunities.

6. Plan Revisions

The MEP will be regularly reevaluated, assessed, and changed according to feedback from government, stakeholders, rightsholders. The Proponent will revisit the effectiveness of this engagement plan annually.

Revisions will be shared as project updates to all parties listed above and the Nova Scotia Office of L'nu Affairs.



Appendix A - Contact Information

Group	Name	Title	Email
KMKNO	Patrick Butler	Mi'kmaq Energy & Mines Advisor	pbutler@mikmaqrighs.com
KMKNO/ Assembly of Chiefs	Twila Gaudet	Director of Consultation	tgaudet@mikmaqrighs.com
Acadia	Deborah Robinson	Chief	frontdesk@acadiaband.ca
Membertou	Terrance J. Paul	Chief & CEO	communications@ membertou.ca
Millbrook	Bob Gloade	Chief	chief@millbrookband.com
Sipekne'katik	Michelle Glasgow	Chief	michelleglasgow@ sipeknekatik.ca
Grand Council	Antle (Andrew) Denny	Kji Keptin	Antledenny@hotmail.com
Native Council	Lorraine Augustine	Chief & President	chieflaugustine@ncns.ca



Appendix B - Mi'kmaq Engagement Report

S. No	Date	Community/ Organization	Type of Correspondence
1	Nov 1, 2021	Chief Deborah Robinson Acadia First Nation	Letter for New Opportunity through RTR
2	Oct 13, 2021	Chief Deborah Robinson Acadia First Nation	Letter for New Opportunity through RTR
3	Mar 16, 2022	Acadia First Nations	Presentation regarding partnering opportunities
4	Apr 28, 2022	Chief Deborah Robinson Acadia First Nation	Letter for Opportunity for involvement in Local Clean Energy
5	Jan 10, 2023	Chief Bernard-Daisley and Council We'koqma'q First Nation	Letter "Proposed Mersey River Wind Farm, New Opportunity for Local Clean Electricity"
6	Jan 10, 2023	Chief Bernard and Council Wagmatcook First Nation	Letter "Proposed Mersey River Wind Farm, New Opportunity for Local Clean Electricity"
7	Jan 10, 2023	Chief Glasgow and Council Sipekne'katik First Nation	Letter "Proposed Mersey River Wind Farm, New Opportunity for Local Clean Electricity"
8	Jan 10, 2023	Chief Marshall and Council Potlotek Landing First Nation	Letter "Proposed Mersey River Wind Farm, New Opportunity for Local Clean Electricity"
9	Jan 10, 2023	Chief Paul and Council Pictou Landing First Nation	Letter "Proposed Mersey River Wind Farm, New Opportunity for Local Clean Electricity"
10	Jan 10, 2023	Chief Francis and Council Paqtnkek Mi'kmaw Nation	Letter "Proposed Mersey River Wind Farm, New Opportunity for Local Clean Electricity"
11	Jan 10, 2023	Chief Gloade and Council Millbrook First Nation	Letter "Proposed Mersey River Wind Farm, New Opportunity for Local Clean Electricity"
12	Jan 10, 2023	Chief Paul and Council Membertou First Nation	Letter "Proposed Mersey River Wind Farm, New Opportunity for Local Clean Electricity"
13	Jan 10, 2023	Chief Peters and Council	Letter "Proposed Mersey River Wind



		Glooscap First Nation	Farm, New Opportunity for Local Clean Electricity”
14	Jan 10, 2023	Chief Denny and Council Eskasoni First Nation	Letter “Proposed Mersey River Wind Farm, New Opportunity for Local Clean Electricity”
15	Jan 10, 2023	Chief Potter and Council Annapolis First Nation	Letter “Proposed Mersey River Wind Farm, New Opportunity for Local Clean Electricity”
16	Jan 10, 2023	Chief Deborah Robinson Acadia First Nation	Letter “Proposed Mersey River Wind Farm, New Opportunity for Local Clean Electricity”
17	Jan 23, 2023	Acadia First Nations	Information shared through google drive link
18	Feb, 2023	Wskijnu’k Mtmo’taquinow Agency Ltd	Presented WMA regarding Project update and way forward
19	Feb 16, 2023	Acadia First Nation	Acadia focused public open house
20	May 2023	Membertou First Nation	Discussion regarding Renewable to Retail and energy retrofits
21	May 16, 2023	Mi’kmaw Forestry Initiative	Meeting regarding project update and way forward
22	Jun 21, 2023	Indigenous Ally Training Indigenous Treaty Partners (ITP)	Training for all the employees of company about First Nations
23	Aug 10, 2023	Chief Paul and Council Membertou First Nation	Letter Mersey River update and next steps
24	Aug 10, 2023	Twila Gudet Director of Consultation Kwilmu’kw Maw-klusuaqn	Letter Mersey River update and next steps
25	Aug 10, 2023	Chief Gloade & Council Millbrook First Nation	Letter Mersey River update and next steps
26	Aug 10, 2023	Chief Glasgow & Council Sipekne’katik First Nation	Letter Mersey River update and next steps
27	Aug 10, 2023	Chief Deborah Robinson Acadia First Nation	Letter Mersey River update and next steps



28	Aug 18, 2023	CMM Department of Community Services and Infrastructure	Meeting about feasibility of Solar for Bear River
29	Sep 23, 2023	Kji-keptin Antle Denny	Letter Mersey River update and next steps
30	Sep, 2023	Bear River First Nation	Proposal for MCC regarding solar feasibility
31	Oct, 2023	Scotiaport (partnered with Milbrook)	Meeting regarding Net Zero Design and Renewable to Retail
32	Oct 25, 2023	Tracy Menge Kwilmu'kw Maw-klusuaqn	Phone Call regarding benefits agreement and next steps for Future energy Partnership Opportunities
33	Nov 01, 2023	Maritime Aboriginal Aquatic Resources Secretariat (MAARS)	Meeting & discussion about Project Information & Update



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

Appendix H

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

File number: 10700-40-58860
40100-30-325

March 27, 2023

Daniel Roscoe P.Eng.,
CEO, Roswall Development Inc. and Mersey River Wind Inc.
Suite 1500, 1625 Grafton Street,
Halifax, NS B3J 0E8

Dear Mr. Roscoe:

**RE: Environmental Assessment – Mersey River Wind Inc. – Mersey River Wind Farm– Queens County,
Nova Scotia**

The environmental assessment of the proposed Mersey River Wind Farm in Queens County, Nova Scotia has been completed.

This is to advise that I have approved the above project in accordance with Section 40 of the Nova Scotia *Environment Act*, S.N.S., 1994-95 and subsection 13(1)(b) of the Environmental Assessment Regulations, N.S. Reg. 348/2008, made under the Act. Following a review of the information provided by Mersey River Wind Inc. and the information provided by the Mi'kmaq of Nova Scotia, and the public during consultation on the environmental assessment, I am satisfied that any adverse effects or significant environmental effects of the undertaking can be adequately mitigated through compliance with the attached terms and conditions.

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

Sincerely,

Honourable Timothy Halman, MLA
Minister of Environment and Climate Change

Encl.

c: Helen MacPhail, Environment and Climate Change



Serving a world in motion
Au service d'un
monde en mouvement
navcanada.ca

Appendix J

December 2, 2021

Mersey River - Crown Land, Milton Nearest Town: Liverpool Province: NS
Your file
Degrees
Our file
21-4367

Mr. Dan Roscoe
Roswall Development Inc
397 Bedford Rd.
Bedford, NS
B3M 2L3

**RE: Wind Farm: Wind Turbine(s) - Liverpool, NS
(See attached document(s))**

Mr. Roscoe,

NAV CANADA has evaluated the captioned proposal and has no objection to the project as submitted. Our assessment does not constitute an approval and/or permit from other agencies.

The nature and magnitude of electronic interference to NAV CANADA ground-based navigation aids, including RADAR, due to wind turbines depends on the location, configuration, number, and size of turbines; all turbines must be considered together for analysis. The interference of wind turbines to certain navigation aids is cumulative and while initial turbines may be approved, continued development may not always be possible.

In the interest of aviation safety, it is incumbent on NAV CANADA to maintain up-to-date aeronautical publications and issue NOTAM as required. To assist us in that end, we ask that you notify us at least 10 business days prior to the start of construction. This notification requirement can be satisfactorily met by returning a completed, signed copy of the attached form and an Excel copy of the attached spreadsheet by email at landuse@navcanada.ca or fax at 613-248-4094. In the event that you should decide not to proceed with this project or if the structure is dismantled, please advise us accordingly so that we may formally close the file.

If you have any questions, contact the Land Use Department by email at landuse@navcanada.ca.

NAV CANADA's land use evaluation is based on information known as of the date of this letter and is valid for a period of 18 months, subject to any legislative changes impacting land use submissions. Our assessment is limited to the impact of the proposed physical structure on the air navigation system and installations; it neither constitutes nor replaces any approvals or permits required by Transport Canada, other Federal Government departments, Provincial or Municipal land use authorities or any other agency from which approval is required. Innovation, Science and Economic Development Canada addresses any spectrum management issues that may arise from your proposal and consults with NAV CANADA engineering as deemed necessary.

This document contains information proprietary to NAV CANADA. Any disclosure or use of this information or any reproduction of this document for other than the specific purpose for which it is intended is expressly prohibited except as NAV CANADA may otherwise agree in writing.

Regards,

Land Use Office
NAV CANADA

cc ATLR - Atlantic Region, Transport Canada
NORAD



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Au service d'un
monde en mouvement
navcanada.ca

January 19, 2021

Your file
Mersey River
Our file
20-4752

Mr. Dan Roscoe
Roswall Development Inc
397 Bedford Rd.
Bedford, NS
B3M 2L3

RE: Wind Structures: Multiple Meteorological Towers - Liverpool, NS
(See attached document(s))

Mr. Roscoe,

NAV CANADA has evaluated the captioned proposal and has no objection to the project as submitted. The location and height of MET TOWER 3, will require the following publication change:

- The Obstacle Clearance Circle (OCC) at Liverpool / South Shore Regional Airport (CYAU) must be raised from 1500ft to 1700ft

The subject proposal data have been distributed to External Design Organizations (EDOs) for their assessment of possible effects on procedures they maintain. They will contact you directly if any concerns arise during their evaluation. If you have any questions or concerns pertaining to their assessment, please contact the EDO directly.

While this proposed wind structure is acceptable, it does not constitute NAV CANADA's approval for any other structure at this location such as a wind turbine. The nature and magnitude of electronic interference to NAV CANADA ground-based navigation aids, including RADAR, due to wind turbines depends on the location, configuration, number, and size of turbines; all turbines must be considered together for analysis. The interference of wind turbines to certain navigation aids is cumulative and while initial turbines may be approved, continued development may not always be possible.

In the interest of aviation safety, it is incumbent on NAV CANADA to maintain up-to-date aeronautical publications and issue NOTAM as required. **To assist us in that end, we ask that you notify us at least 10 business days prior to the start of construction and upon removal. These notification requirements can be satisfactorily met by returning completed, signed copies of the attached forms and an Excel copy of the attached spreadsheet** by email at landuse@navcanada.ca or fax at 613-248-4094. In the event that you should decide not to proceed with this project or if the structure is dismantled, please advise us accordingly so that we may formally close the file.

If you have any questions, contact the Land Use Department by email at landuse@navcanada.ca.

NAV CANADA's land use evaluation is based on information known as of the date of this letter and is valid for a period of 18 months, subject to any legislative changes impacting land use submissions. Our assessment is limited to the impact of the proposed physical structure on the air navigation system and installations; it neither constitutes nor replaces any approvals or permits required by Transport Canada, other Federal Government departments, Provincial or Municipal land use authorities or any other agency from which approval is required. Innovation, Science and Economic Development Canada addresses any spectrum management issues that may arise from your proposal and consults with NAV CANADA engineering as deemed necessary.

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Regards,

Land Use Office
NAV CANADA

cc ATLR - Atlantic Region, Transport Canada
CYAU - LIVERPOOL / SOUTH SHORE REGIONAL
Direct Approach
JetPro



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navcanada.ca

October 29, 2021

Your file
Mersey River - Crown Land, Milton
Our file
21-4368

Mr. Dan Roscoe
Roswall Development Inc
397 Bedford Rd.
Bedford, NS
B3M 2L3

**RE: Wind Structures: Meteorological Tower - Long Term (2+ years) - Liverpool, NS
(N44° 3' 04.389" W64° 52' 15.706" / 328.1' AGL / 672.5880' AMSL)**

Mr. Roscoe,

NAV CANADA has evaluated the captioned proposal and has no objection to the project as submitted. Our assessment does not constitute an approval and/or permit from other agencies.

The subject proposal data have been distributed to External Design Organizations (EDOs) for their assessment of possible effects on procedures they maintain. They will contact you directly if any concerns arise during their evaluation. If you have any questions or concerns pertaining to their assessment, please contact the EDO directly.

While this proposed wind structure is acceptable, it does not constitute NAV CANADA's approval for any other structure at this location such as a wind turbine. The nature and magnitude of electronic interference to NAV CANADA ground-based navigation aids, including RADAR, due to wind turbines depends on the location, configuration, number, and size of turbines; all turbines must be considered together for analysis. The interference of wind turbines to certain navigation aids is cumulative and while initial turbines may be approved, continued development may not always be possible.

In the interest of aviation safety, it is incumbent on NAV CANADA to maintain up-to-date aeronautical publications and issue NOTAM as required. To assist us in that end, we ask that you notify us at least 10 business days prior to the start of construction and upon removal. These notification requirements can be satisfactorily met by returning completed, signed copies of the attached forms by email at landuse@navcanada.ca or fax at 613-248-4094. In the event that you should decide not to proceed with this project or if the structure is dismantled, please advise us accordingly so that we may formally close the file.

If you have any questions, contact the Land Use Department by email at landuse@navcanada.ca.

NAV CANADA's land use evaluation is based on information known as of the date of this letter and is valid for a period of 18 months, subject to any legislative changes impacting land use submissions. Our assessment is limited to the impact of the proposed physical structure on the air navigation system and installations; it neither constitutes nor replaces any approvals or permits required by Transport Canada, other Federal Government departments, Provincial or Municipal land use authorities or any other agency from which approval is required. Innovation, Science and Economic Development Canada addresses any spectrum management issues that may arise from your proposal and consults with NAV CANADA engineering as deemed necessary.

This document contains information proprietary to NAV CANADA. Any disclosure or use of this information or any reproduction of this document for other than the specific purpose for which it is intended is expressly prohibited except as NAV CANADA may otherwise agree in writing.

Regards,

Land Use Office
NAV CANADA

cc ATLR - Atlantic Region, Transport Canada
Direct Approach
JetPro

Schedule "B"

THIS AGREEMENT made this _____, A.D., _____.

BETWEEN:

THE REGION OF QUEENS MUNICIPALITY, a municipal corporation, duly incorporated under the laws of the Province of Nova Scotia and having its office in Liverpool in the County of Queens and Province of Nova Scotia, hereinafter referred to as the "Region"

OF THE ONE PART

-and-

MERSEY RIVER WIND INC., a corporation incorporated pursuant to the laws of the Nova Scotia, hereinafter referred to as the "Developer"

OF THE SECOND PART

WHEREAS the Developer has requested that the Region enter into a Development Agreement, pursuant to Sections 225 and 230 of the Municipal Government Act of Nova Scotia, and Policy 4-29 of the Region of Queens Municipality Municipal Planning Strategy, so that the Developer may use the subject properties in a manner which is not presently provided for under the Region's Land Use Bylaw;

AND WHEREAS the His Majesty the King in Right of the Province of Nova Scotia is the owner of the properties identified as PID #'s 70247176, 70247192, 70247184, 70247200, 70264213, 70225420, 70225404, 70247218, 70247168, 70032982, 70260575 and located west of the Mersey River in the community of Milton (the "Property") and has entered into a Lease Agreement with the Developer for the sole purpose of wind energy development (Lease No. _____) attached hereto as Schedule "A"; which would see the Developer erecting, installing, and maintaining thirty three (33) wind turbine generators at locations as shown on attached Schedule "B" (herein after referred to as "WTG Sites");

AND WHEREAS the Region is prepared to enter into such an agreement on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the benefits, which flow to all parties as a result of the covenants contained herein, the parties hereto agree by and between themselves as follows:

1. **THAT** the Developer shall not develop or use the WTG Sites, including buildings located on the WTG Sites, for purposes other than those described in this Agreement;
2. **THAT** the uses permitted under this Agreement are the following:
 - a. Thirty three (33) wind turbine generators; and
 - b. Inland Rural (R5) Zone permitted uses.

3. **THAT** at the end of the design life of the wind turbine generators, the Developer shall decommission the wind turbine generators. Decommissioning will include dismantling and removing all equipment and structures associated with the WTG and restoring the WTG Sites to a state similar to what currently exists through re-grading and re-vegetation. Dismantling, removing equipment and restoring site to pre-existing condition shall take place within two (2) years of decommissioning.
4. **THAT** the noise levels emitted from the wind turbine generators will not exceed 40 dBA at any dwelling, hospital, school or daycare.
5. **THAT** the shadow flicker generated by the wind turbine generators will not exceed 30 minutes per day and no more than 30 hours per year.
6. **THAT** notwithstanding any other provisions of this Agreement, the Developer shall not undertake or carry out any development on the Property which does not comply with:
 - a. this Agreement; or
 - b. any applicable statutes and regulations of the Region of Queens Municipality, Province of Nova Scotia or the Government of Canada.
7. **THAT** in the event of a dispute, the decision of the Development Officer of the Region as to whether the development is in conformance with the terms of this Agreement shall be conclusive;
8. **THAT** notwithstanding the provisions of the Region of Queens Municipality Municipal Planning Strategy and Land Use Bylaw, the Developer shall be permitted to seek substantial or non-substantial amendments to this Agreement, subject to the procedure as set forth in Section 230 of the Municipal Government Act of Nova Scotia;
9. **THAT** amendments which shall be considered substantial are any affecting the following:
 - a. An increase in the number of wind turbine generators on the Property; and
 - b. Any change in the location of the WTG Sites on the Property.
10. **THAT** any amendment whether substantial or otherwise must be approved by both parties in writing, each acting reasonably;
11. **THAT** the Developer agrees to pay for all reasonable legal costs, advertising and expenses incurred by the Region that have originated from its application for this Agreement;
12. **THAT** this Agreement shall be binding upon the parties hereto, their successors and assigns and shall run with the land which is subject to this Agreement;

13. **THAT** this Agreement is not assignable without the written consent of the Region. Notwithstanding the foregoing, no notice or consent is required for assignment by the Developer to an affiliate, as defined by the Canada Business Corporations Act, principal lenders or a purchaser of part or all of the Developer's assets;
14. **THAT** enforcement and rights and remedies on default of this Agreement shall be as follows:
- a. The Developer agrees that the Development Officer appointed by the Region to enforce this Agreement shall be granted access onto the lands during all reasonable hours without obtaining consent of the Developer. The Developer further agree that, upon receiving written notification from the Development Officer to inspect the interior of any building located on the lands, the Developer agrees to allow for such inspection during any reasonable hour within two (2) days of receiving such notice.
 - b. If the Developer fails to observe or perform any condition of this Agreement, after the Region has given the Developer thirty (30) days written notice of the failure or default, then in each such case:
15. The Agreement will be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties will be governed by, the laws of Canada and the Parties irrevocably attorn to the jurisdiction of the federal courts;
16. The Region 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 waive any such defense based upon the allegation that damages would be an adequate remedy;
- a. The Region may enter upon the lands and perform any of the covenants contained in this Agreement, whereupon all reasonable expenses whether arising out of the entry on the lands or from the performance of the covenants may be recovered from the Developer; if unpaid within 30 days of billing by the Region; by direct suit and such amount shall, until paid, form a lien upon the lands and be shown on any tax certificate issued under the Municipal Government Act;
 - b. The Region may by resolution discharge this Agreement, upon providing the Developer sixty days (60) written notice, whereupon this Agreement shall have no further force or effect and henceforth the development of the lands shall conform with the provisions of the Region of Queens Municipality Land Use Bylaw. Notwithstanding anything contained herein, the Region acknowledges that telecommunications tower siting is a matter of federal regulation and that the Developer solely attorns to the jurisdiction of Industry Canada with respect to tower siting;

CANADA
PROVINCE OF NOVA SCOTIA

AFFIDAVIT AND PROOF OF EXECUTION

I, **Darlene Norman**, of Liverpool, Nova Scotia make oath and say:

1. I am the Mayor and a duly authorized signing officer of the Region of Queens Municipality, for the purpose of executing the foregoing instrument. Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that I executed the foregoing instrument on behalf of the Municipality on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s.79 and 83 of the *Land Registration Act* as the case may be.
3. I verify that I have the authority to execute the foregoing instrument on behalf of the Municipality and thereby bind the Municipality.

I certify that on this _____ day of _____
2024, the Deponent came before me, made oath,
and swore the foregoing affidavit at
Liverpool in the Region of Queens
Municipality and Province of Nova Scotia

Darlene Norman

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

AFFIDAVIT AND PROOF OF EXECUTION

I, **Cody Joudry**, of _____, Nova Scotia make oath and say:

1. I am the Chief Administrative Officer and a duly authorized signing officer of the Region of Queens Municipality, for the purpose of executing the foregoing instrument. Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that I executed the foregoing instrument on behalf of the Municipality on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s.79 and 83 of the *Land Registration Act* as the case may be.
3. I verify that I have the authority to execute the foregoing instrument on behalf of the Municipality and thereby bind the Municipality.

I certify that on this _____ day of
2024, the Deponent came before me, made oath,
and swore the foregoing affidavit at
Liverpool in the Region of Queens
Municipality and Province of Nova Scotia

Cody Joudry

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

CANADA
PROVINCE OF NOVA SCOTIA

AFFIDAVIT AND PROOF OF EXECUTION

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

1. I am the _____ and a duly authorized signing officer of Mersey River Wind Inc., for the purpose of executing the foregoing instrument. Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that I executed the foregoing instrument on behalf of Mersey River Wind Inc. on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s.79 and 83 of the *Land Registration Act* as the case may be.
3. I verify that I have the authority to execute the foregoing instrument on behalf of Liverpool Wind Energy Storage Project Inc. and thereby bind of Mersey River Wind Inc..

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

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

**PROVINCE OF NOVA SCOTIA
COUNTY OF QUEENS**

ON this ____ day of _____, 2024, 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 Region of Queens Municipality, per its authorized officers, Darlene Norman and Cody Joudry, signed, sealed and delivered the same in his/her presence.

A Commissioner of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA

ON this ____ day of _____, 202, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Mersey River Wind Inc., per its authorized officer, _____, signed, sealed and delivered the same in his/her presence.

A Commissioner of the Supreme Court of Nova Scotia

SCHEDULE "A"

(LEASE AGREEMENT)

DRAFT

SCHEDULE "B"

(WTG SITES)

DRAFT

Region of Queens Municipality Staff Report

To: Planning Advisory Committee

From: Mike MacLeod

Date: January 24, 2023

Re: Development Agreement Amendment – Queens Enviro Centre

Background:

On December 8, 2020, Council passed Administrative Policy 53, respecting entering into a development agreement to allow for a recycling depot and processing operation on property located at 3965 Highway 3 in Brooklyn and is identified as PID# 70083902. The owners of the property; New Germany Enviro Centre Inc.; have applied for an amendment to the agreement.

Details:

The property owners are seeking an amendment to the agreement which would see the replacement of section of vegetative buffer with an opaque fence. Refer to application and associated information attached as Appendix A.

The development agreement contains a number of clauses to mitigate potential conflicts abutting residential properties. See copy of agreement attached as Appendix B. One such clause sets out that:

8. **THAT** a vegetative buffer be maintained at all times between the Lands and the adjacent properties to the west (70083829) and to the east (70083928);

*Refer to Schedule "A" of Agreement.

The development agreement also contains clauses pertaining to potential amendments:

12. **THAT** notwithstanding the provisions of the Region of Queens Municipality Municipal Planning Strategy and Land Use Bylaw, the Developer shall be permitted to seek substantial or non-substantial amendments to this Development Agreement, subject to the procedure as set forth in Section 230 of the Municipal Government Act of Nova Scotia;

13. **THAT** amendments which shall be considered substantial are any affecting the following:
- (a) A change in the uses permitted;
 - (b) Any increase in the size of the building utilized for commercial purposes

An amendment such as the one proposed would be considered non-substantive.

The Municipal Government Act establishes the process for adoption or amendment of a development agreement. Section 230 sets out that:

Adoption or amendment of development agreement

- 230 (1) A council shall adopt or amend a development agreement by policy.
- (2) A council shall hold a public hearing before approving a development agreement or an amendment to a development agreement.
- (3) Only those members of the council present at the public hearing may vote on the development agreement or the amendment.
- (4) Upon approving a development agreement or an amendment to a development agreement, the clerk shall place a notice in a newspaper circulating in the municipality stating that the development agreement is approved and setting out the right of appeal.
- (5) The clerk shall file a certified copy of a development agreement or amendment with the Minister when notice of the development agreement or an amendment to it is published.
- (6) Within seven days after a decision refusing to approve a development agreement or an amendment to a development agreement, the clerk shall notify the applicant in writing, giving reasons for the refusal and setting out the right of appeal.
- (7) Amendments to those items in a development agreement that the parties have identified as not substantive, if the substantive items were identified in the agreement, or that were not identified as being substantive, do not require a public hearing. 1998, c. 18, s. 230; 2003, c. 9, s. 60.**

Considerations:

- PID # 70083902 is located on Highway 3 in Brooklyn.
- The property is approximately 2.36 acres in size, with approximately 158 feet of road frontage.
- Area is a mix of commercial and low density residential development.
- Property is zoned as General Commercial (CG).
- There is an existing development agreement in place allowing for this recycling depot use.
- There is existing vegetative buffer between subject property and residential property to the west and a partial vegetative buffer between the subject property and the residential property to the east.
- Property owners are seeking development agreement amendment to allow for the replacement of section of vegetative buffer on the eastern side of PID# 70083902 with an opaque fence.

- Property owners intend to erect additional opaque fencing along the eastern boundary.

Options:

- Maintain status quo (deny development agreement amendment request); or
- Adopt and administrative policy respecting a development agreement amendment to allow for the replacement of section of vegetative buffer on the eastern side of PID# 70083902 with an opaque fence.

Tentative Timeframe (should Option 2 be considered):

<u>DATE</u>	<u>PROCEEDURE</u>
January 23, 2024	Planning Advisory Committee
February 13, 2024	Council
February 21, 2024	Notice of Passing
March 7, 2024	Appeal Period Ends

Staff have reviewed the application and are of the opinion that replacement of section of vegetative buffer on the eastern side of PID# 70083902 with an opaque fence meets the desired result of providing a buffer between recycling depot operation and adjacent residential property to the east and are supportive of the amendment application. A draft copy of an administrative policy is attached as Appendix C.

Applicable Legislation:

Municipal Government Act establishes the process for municipalities to follow in entering into a development Agreement and amending existing agreements.

Budget Impacts:

No budget implications. Applicant is responsible for costs associated with development agreement amendment process.

Recommendation:

THAT Council of Region of Queens Municipality adopt and administrative policy respecting a development agreement amendment to allow for the replacement of section of vegetative buffer on the eastern side of PID# 70083902 with an opaque fence.

Appendix A

October 30, 2023

Re: Bylaw Amendment

Queens Enviro Center

3965 Hwy 3

Brooklyn, NS

902

To whom it may concern,

Attached you will find the application to have the bylaw amended to grant permission to remove the vegetation between my property and the [redacted] s property and have a fence erected.

The aerial photos show very clearing that on both survey lines with the F [redacted] family that they have intruded on my line by several meters in some areas. I feel a fence will deter this from happening in the future. A permanent fence will leave no possible question as to where the line is.

I have contracted Maritime Fence to place the fence. The fence will be placed 12" on my side of the line so we can maintain both sides of the fence.

I look forward to hearing from you.

Sincerely,

Shelley Zinck



For Internal Use Only
Acceptance Date: _____
Processing Date: _____

Region of Queens Municipality

Planning Amendment and Development Agreement Application



1. Application Type:

- Land Use Bylaw Amendment
- Development Agreement

2. Property Information:

Civic address of subject property - 3965 Hwy 3 Brooklyn

Property Identification Number (PID) - 70083902

Present use of subject property - Bottle Depot

Proposed Use of subject property - NA.

Existing Lot Size - 6103 Sq m

Existing Lot Frontage - 48m.

3. Property Owner Information:

Name - Shelley Zinck

Applicant is :

- Owner
- Agent of Owner

Civic Address - _____

Mailing Address (If different from Civic Address) - _____

Telephone Number - 902

Email Address - _____

I / We Shelley Zink authorize myself.
To act as agent and sign this application on my / our behalf for property located
at
(Civic Address) 3965 Hwy 3, Brooklyn and identified as PID# 70083902.

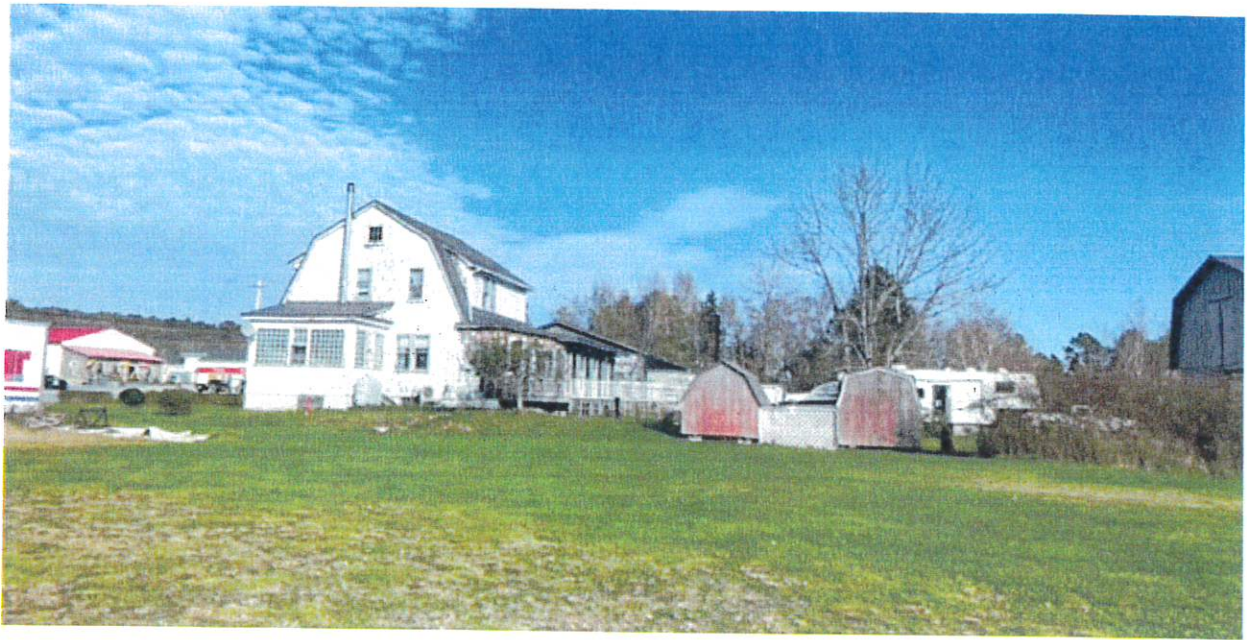
Notes:

1. The requirements of a Land Use Bylaw amendment or development agreement application are established by the Planning Department of the Region of Queens Municipality. An application approval process will not commence until a completed application and advertising deposit are received.
2. Please make cheques payable to the Region of Queens Municipality. Following completion of the amendment process, the unused balance will be returned to the applicant. However, should the deposit be insufficient to cover the cost of advertising, the applicant will be responsible for the difference.
3. It is recommended that an applicant have a pre-consultation meeting with staff of the Planning Department prior to submitting this application.



Images of what Queens Enviro looks like after renovations.





Ground view of buildings over the survey line



Ground view of sea can and debris over the survey line



Purposed bushes to be removed and replaced with a fence



Aerial view of property lines for Queens Enviro Center shows the intrusion of the property line with debris.



Aerial view of property lines for Queens Enviro Center shows the intrusion of the property lines.



Aerial view of subdivided lots and view to the waterfront. Neighbors buildings and fence or over the survey line.

Appendix B

THIS AGREEMENT made this 7th day of January, A.D., 2021.

BETWEEN:

NEW GERMANY ENVIRO CENTRE INC. of New Germany, in the County of Lunenburg and Province of Nova Scotia, hereinafter referred to as the "Developer"

OF THE ONE PART

-and-

REGION OF QUEENS MUNICIPALITY, a municipal corporation, duly incorporated under the laws of the Province of Nova Scotia and having its office in Liverpool in the County of Queens and Province of Nova Scotia, hereinafter referred to as the "Region"

OF THE SECOND PART

WHEREAS the Developer has requested that the Region enter into a Development Agreement, pursuant to Sections 225 and 230 of the Municipal Government Act of Nova Scotia, and Policy 4.4.15 of the Region of Queens Municipality Municipal Planning Strategy, so that the Developer may use the subject property in a manner which is not presently provided for under the Region's Land Use Bylaw;

AND WHEREAS the Region is prepared to enter into such an agreement on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the benefits, which flow to both parties as a result of the covenants contained herein, the parties hereto agree by and between themselves as follows:

1. **THAT** the Developer is the registered owner of the Lands identified as PID# 70083902 and shown on Schedule "A" attached hereto, and more accurately described in Schedule "B" attached hereto (hereinafter referred to as "the Lands");
2. **THAT** the Developer shall not develop or use the Lands, including buildings located on the lands, for purposes other than those described in this Agreement;
3. **THAT** the proposed uses permitted under this Development Agreement are the following:
 - a) Recycling depot and processing; and
 - b) Highway Commercial (C2) Zone Uses
4. **THAT** any outdoor storage of materials shall be screened from view by an opaque fence;

5. **THAT** the Developer shall provide a minimum of eight (8) off-street parking space for the business;
6. **THAT** the proposed parking area shall be maintained with a stable surface, that is treated to prevent the raising of dust or loose particles;
7. **THAT** any lighting for proposed parking area shall be directed away from abutting properties;
8. **THAT** a vegetative buffer be maintained at all times between the Lands and the adjacent properties to the west (70083829) and to the east (70083928);
9. **THAT** the hours of operation for the recycling depot and processing shall be from 7:00 am to 7:00 pm;
10. **THAT** notwithstanding any other provisions of this Development Agreement, the Developer shall not undertake or carry out any development on the Lands which does not comply with:
 - (a) this Development Agreement;
 - (b) any statutes and regulations of the Province of Nova Scotia to the extent that the same are properly the subject of a development agreement; and
 - (c) appropriate Municipal Bylaws, including without restricting the generality of the foregoing, the Bylaw Respecting the Building Code Act.
11. **THAT** in the event of a dispute, the decision of the Development Officer of the Region as to whether the development is in conformance with the terms of this Agreement shall be conclusive;
12. **THAT** notwithstanding the provisions of the Region of Queens Municipality Municipal Planning Strategy and Land Use Bylaw, the Developer shall be permitted to seek substantial or non-substantial amendments to this Development Agreement, subject to the procedure as set forth in Section 230 of the Municipal Government Act of Nova Scotia;
13. **THAT** amendments which shall be considered substantial are any affecting the following:
 - (a) A change in the uses permitted;
 - (b) Any increase in the size of the building utilized for commercial purposes

14. **THAT** any amendment whether substantial or otherwise must be approved by both parties in writing;
15. **THAT** the Developer agrees to pay for all legal costs, advertising and expenses incurred by the Region that have originated from its application for this Development Agreement;
16. **THAT** this Agreement shall be binding upon the parties hereto, their heirs, successors and assigns and shall run with the land which is subject to this Agreement;
17. **THAT** this Agreement is not assignable without the written consent of the Region;
18. **THAT** enforcement and rights and remedies on default of this Agreement shall be as follows:
 - (a) The Developer agrees that the Development Officer appointed by the Region to enforce this Agreement shall be granted access onto the lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from the Development Officer to inspect the interior of any building located on the lands, the Developer agrees to allow for such inspection during any reasonable hour within two (2) days of receiving such notice.
 - (b) If the Developer fails to observe or perform any condition of this Agreement, after the Region has given the Developer thirty (30) days written notice of the failure or default, then in each such case:
 - (1) the Region 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 waive any such defense based upon the allegation that damages would be an adequate remedy;
 - (2) The Region may enter upon the lands and perform any of the covenants contained in this Agreement, whereupon all reasonable expenses whether arising out of the entry on the lands or from the performance of the covenants may be recovered from the Developer; if unpaid within 30 days of billing by the Region; by direct suit and such amount shall, until paid, form a lien upon the lands and be shown on any tax certificate issued under the Municipal Government Act;
 - (3) The Region may by resolution discharge this Agreement, upon providing the Developer sixty days (60) written notice, whereupon this agreement shall have no further force or effect and henceforth the development of the lands shall conform

with the provisions of the Region of Queens Municipality Land Use Bylaw;

- (4) In addition to the above-mentioned remedies, the Region reserves the right to pursue any other remediation under the Municipal Government Act or common law to ensure compliance with this Agreement.

19. **THAT** the entering into of this Agreement was approved by the Council of the Region of Queens Municipality at a duly held meeting of Council convened on the 8th day of December, 2020.


- (a) This Agreement shall not be entered into, or signed by the parties, until the time for Appeal under Section 228 of the Municipal Government Act of Nova Scotia has elapsed, any appeals which have been lodged have been disposed of and the required resolution of Council has been affirmed by the Nova Scotia Utility and Review Board;
- (b) This Agreement does not come into effect until it is filed, by the Region of Queens Municipality, in the Registry of Deeds as set out in Section 228 of the Municipal Government Act of Nova Scotia.


IN WITNESS WHEREOF the parties have hereto set their hands and affixed their Corporate seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of

Stephen R Whynt
Witness

) NEW GERMANY ENVIRO CENTRE INC.

) Per: [Signature] 
David Zinck

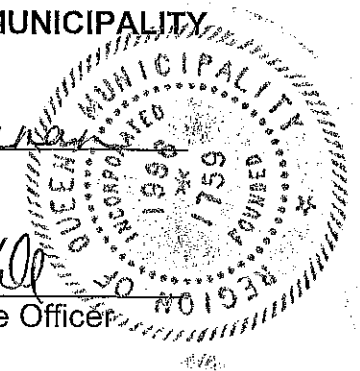
) Per: [Signature] 
Shelley Zinck

) REGION OF QUEENS MUNICIPALITY

) Per: [Signature]
Mayor

) Per: [Signature]
Chief Administrative Officer

Shelley Connolly
Witness



PROVINCE OF NOVA SCOTIA
COUNTY OF QUEENS

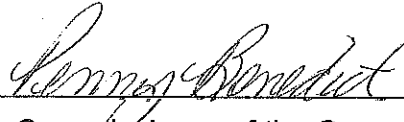
ON this 7 day of January, 2021, before me, the subscriber personally came and appeared Stephen Whynt a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that David Zinck and Shelley Zinck signed, sealed and delivered the same in his/h~~er~~ presence.

[Signature]

A Commissioner of the Supreme Court of Nova Scotia
Christine Watson
A Commissioner of the
Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF QUEENS

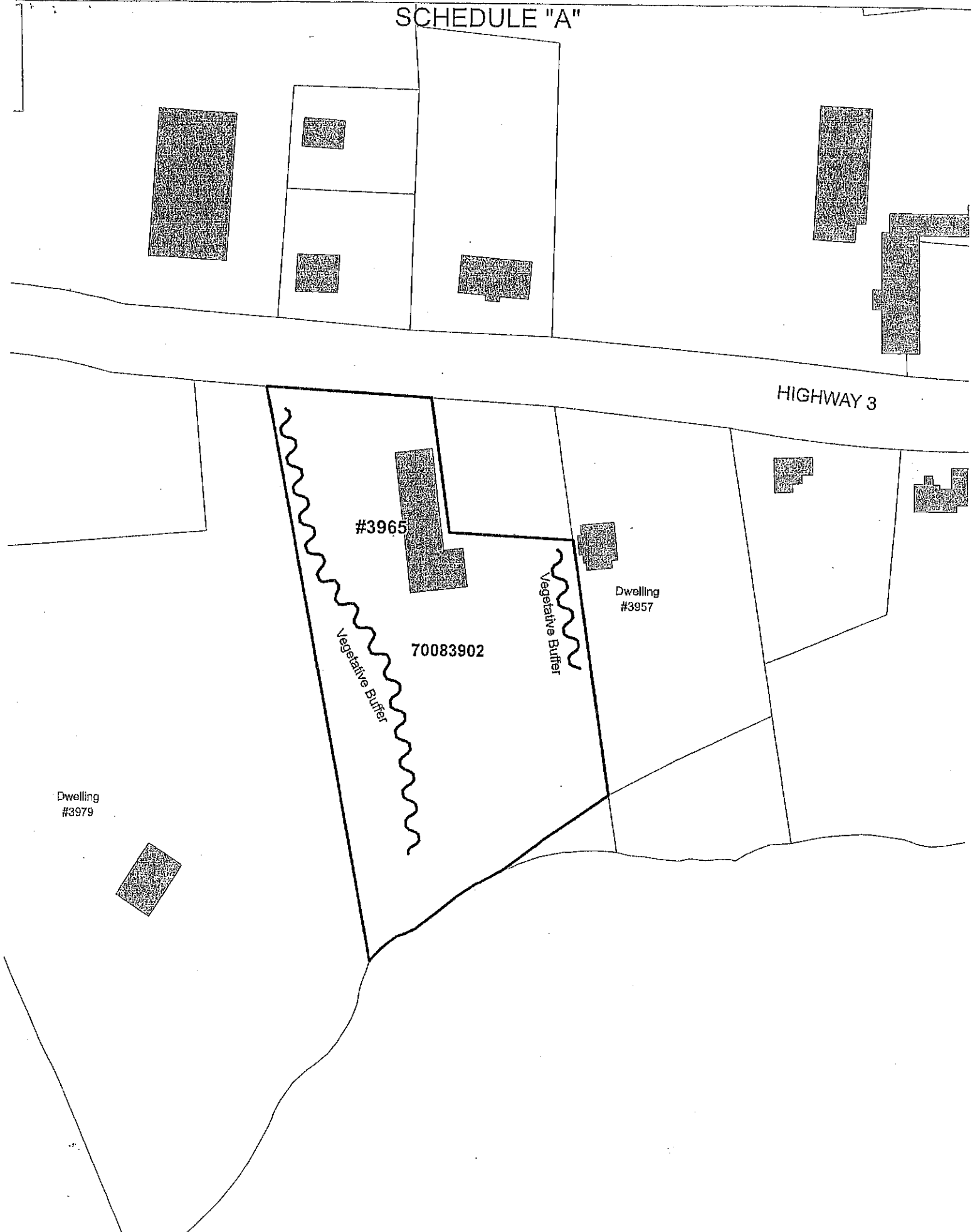
ON this 5th day of January, 2021, before me, the subscriber personally came and appeared Shelley Connolly a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that the Region of Queens Municipality, per its authorized officers, Darlene Norman and Chris McNeill, signed, sealed and delivered the same in ~~his~~ her presence.



A Commissioner of the Supreme Court of Nova Scotia

Penny Benedict
A Commissioner of the
Supreme Court of Nova Scotia

SCHEDULE "A"



HIGHWAY 3

#3965

Dwelling #3957

70083902

Vegetative Buffer

Vegetative Buffer

Dwelling #3979

SCHEDULE **B**

ALL that certain lot, piece or parcel of land, situate, lying and being at Sandy Cove in the Village of Brooklyn in the County of Queens and in the Province of Nova Scotia and more particularly bounded and described as follows:

Beginning at an iron bolt with an aluminum cap marking the southern sideline of Highway #3 and the western boundary of Lands of Seaboard Diesel Limited;

Thence S 12-53-00 W a distance of 119.85 feet along lands of Seaboard Diesel Limited to an iron bolt with an aluminum cap;

Thence S 63-42-00 E a distance of 120.02 feet along the southern boundary of lands of Seaboard Diesel Limited to an iron bolt with an aluminum cap marking lands of Norman Rogers;

Thence S 12-53-00 W a distance of 139.67 feet along lands of Norman Rogers to an iron bolt with an aluminum cap marking the Northern boundary of the Canadian National Railways Right-of-Way;

Thence S 78-13-00 W a distance of 277.16 feet along the Canadian National Railways right of way to the Eastern boundary of lands now or formerly of Fred Henderson;

Thence N 10-26-00 E a distance of 439.34 feet along lands now or formerly of Fred Henderson to an iron bolt with an aluminum cap marking the southern sideline of Highway #3;

Thence S 64-01-00 E a distance of 158.31 feet along the southern sideline of Highway #3 to the place of beginning;

The above described lot contains in all 2 acres more or less.

Bearings are magnetic for the year 1979.

Together with a small parcel of land between the CNR right of way and Liverpool Harbour measuring 47.78 feet adjoining lands of Norman Rogers, 85 feet more or less along Liverpool Harbour and 80 feet more or less along the CNR right of way;

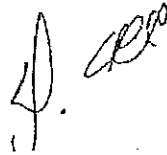
The above two lots being and intended to be the parcel of land as shown on a plan of survey, Plan #4025 showing lands of Goldie Long by Mervin Hartlen, NSLS # 365 dated the 5th day of February, 1979.

SCHEDULE "A" CONTINUED

Page 2

Being the same lands conveyed to Goldie Long by Joseph and Stella Henderson and recorded in the Registry of Deeds at Liverpool, Nova Scotia in Book Number 75 at Page 681. The said Goldie Long having died in June 1983 and having devised the above described lands to Kathleen Whynot.

BEING AND INTENDED TO BE the same lands as described in a deed from Kathleen Whynot to South Shore Dodge Chrysler Limited dated June 28, 1984, and recorded at the Registry of Deeds at Liverpool, Nova Scotia, on June 28, 1984, in Book 219 at Page 290.



Appendix C

Region of Queens Municipality Administrative Policy - Respecting a DEVELOPMENT AGREEMENT AMENDMENT for Recycling Depot and Processing At 3965 Highway 3 in Brooklyn

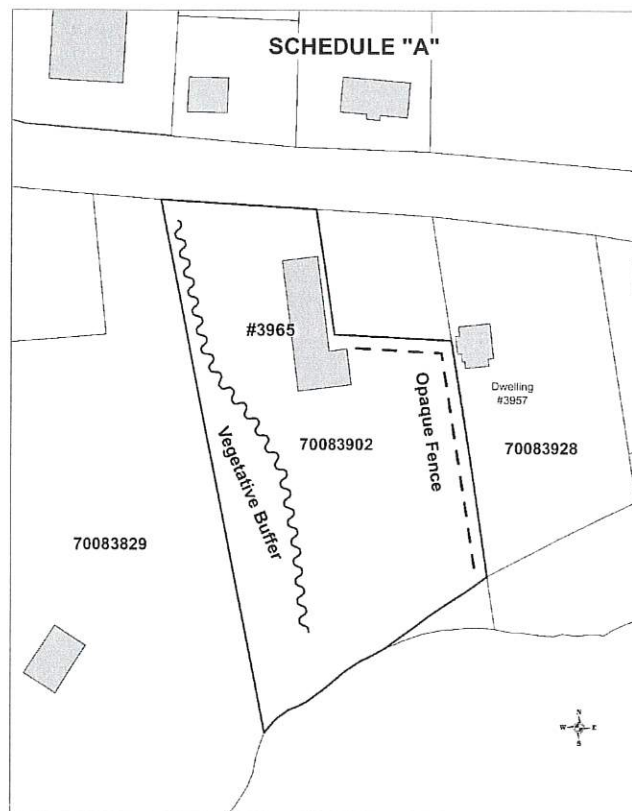
WHEREAS Section 230(1) of the Municipal Government Act provides that Council shall adopt or amend a development agreement by policy;

AND WHEREAS New Germany Enviro Centre Inc. has applied for an amendment to an existing development agreement between Region of Queens Municipality and New Germany Enviro Centre Inc., dated January 7, 2021, which would see:

1. Amending Clause 8. to reflect:

“**THAT** a vegetative buffer be maintained at all times between the Lands and the adjacent property to the west (70083829) and an opaque fence be erected and maintained between the Lands and the adjacent property to the east (70083928);” and

2. Amending Schedule “A” to reflect:



THEREFORE, BE IT RESOLVED THAT Council of Region of Queens Municipality adopt an administrative policy respecting a development agreement amendment to allow for the replacement of section of vegetative buffer on the eastern side of PID# 70083902 with an opaque fence.

THIS IS TO CERTIFY THAT this Administrative Policy was passed by Council of Region of Queens Municipality at a duly constituted meeting of said Council held on the day of _____, 2024.

MAYOR

CHIEF ADMINISTRATIVE OFFICER