

**Wainfeet Wind Energy Inc.
Wainfleet Wind Energy Project
Community Liaison Committee
Terms of Reference**

Introduction

In accordance with the Ontario's Ministry of the Environment's Renewal Energy Approval (REA), Number 7159-97BQAS, dated Oct 7, 2013, Wainfleet Wind Energy Inc. (WWE) is establishing a formal Community Liaison Committee (CLC) for its Wainfleet Wind Energy Project in Wainfleet Ontario. Below are Draft Terms of Reference for that Committee.

1. Community Liaison Committee Guiding Principles

- 1.1. WWE is committed to building and maintaining a good relationship with neighbours and other stakeholders that may be affected by its operations
- 1.2. The Community is entitled to be informed about company activities that could have an impact on the community, to voice their opinions to WWE's management on these activities and to be informed of the company's proposed actions on, and/or responses to the issues raised
- 1.3. All members of the CLC are committed to finding solutions to issues that are in the interest of both the community and company
- 1.4. All members of the CLC are entitled to the timely availability of information to inform discussions, disseminate information and provide feedback
- 1.5. All members of the CLC are committed to building and maintaining mutual trust and understanding
- 1.6. Respect and courtesy by all members of the CLC will be shown to each other, WWE and the community

2. Community Liaison Committee Mandate – The purpose of the Community Liaison Committee is to:

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

to the Company

- 2.4. Act exclusively in an advisory role to the WWE management and not exercise any supervisory, regulatory or approval functions in connection with the facility or its operation.

3. Community Liaison Committee Meetings

- 3.1. Frequency - The CLC shall meet at least 2 times per year. Additional meetings may occur if required.
- 3.2. Meeting facilitation - A facilitator will provide the facilitation services for the CLC with the support of administrative staff from WWE. The facilitator will serve the interests of all members of the CLC without bias.
- 3.3. Role of facilitator
 - 3.3.1. coordinate arrangements for CLC meetings – send out invitations in a timely manner, and ensure notices are posted on a dedicated section of WWE’s website
 - 3.3.2. prepare agendas for all meetings of the CLC based on feedback from the CLC and WWE
 - 3.3.3. facilitate meetings of the CLC
 - 3.3.4. ensure that minutes of meetings are kept, approved by members and distributed in a timely manner
 - 3.3.5. ensure any updates/reports of interest to the CLC are prepared and disseminated to CLC members in a timely manner
- 3.4. Meeting Procedures
 - 3.4.1. Decision-making - Decisions made by the CLC shall be undertaken by consensus.
 - 3.4.2. Consensus building is a process of seeking unanimous agreement. It involves a good-faith effort to meet the interests of all stakeholders. Consensus has been reached when CLC members agree they can live with whatever is proposed after every effort has been made to meet the interest of all stakeholder parties. Consensus shall be determined by the facilitator
 - 3.4.3. Quorum shall consist of fifty percent of the membership plus one. In the absence of a quorum, meetings may be held and motions may be put forward and seconded for the record. However, all motions must be fully discussed by a quorum of the committee at a subsequent meeting in order to be accepted as official and acted on by the committee.
 - 3.4.4. Approvals - All agendas, minutes and letters from the committee, and all public communications on behalf of the committee, must be approved by the committee.
 - 3.4.5. Open meetings - CLC meetings shall be open to the public with notification posted on WWE’s website.

3.4.6. Part of each CLC meeting shall be made available to hear questions, comments or presentations by members of the public pertaining to the construction, installation, use, operation, maintenance and retirement of the Facility. Written or formal presentations by delegations must be submitted to the Facilitator at least one (1) week in advance of the scheduled meeting date. Delegates to the meeting will be limited to a maximum ten (10) minute presentation.

3.4.7. Documentation received or produced by the committee may be made accessible to the public through WWE's website. Those individuals or organizations, who submit documentation to the CLC, assume all responsibility for the accuracy of the data and information and assume all responsibility for all privacy or confidentiality requirements.

3.4.8. The Terms of Reference of the CLC will be reviewed on an annual basis. Any changes will be supplied to the District Manager of the MOE for final approval before changes are made.

4. Membership

4.1. Composition

- Six (6) residents within 1000 metre radius of the wind turbines
- One (1) property owner with a turbine located on his/her property
- Two (2) representatives from Wainfleet Wind Energy Inc.

4.2. Terms of Office

- 4.2.1. Appointed members shall hold terms of one-year to a maximum of two years (or two terms)
- 4.2.2. Company representatives do not have maximum terms

5. **Administrative Costs** - CLC membership is voluntary; members will not be reimbursed for time spent working on CLC activities. The company shall provide for the reasonable administrative costs of operating the CLC including the cost of meeting place rental, refreshments, meeting notification, clerical and facilitation services. If the CLC wishes to incur any exceptional one-time costs from time to time the CLC shall submit such cost proposals to the company for its consideration.