

Exhibit B
Tab 4
Schedule 1
Appendix J

Renewable Energy Approval Number 6914-9L5JBB issued August 22, 2014

RENEWABLE ENERGY APPROVALNUMBER 6914-9L5JBB
Issue Date: August 22, 2014

Suncor Energy Products Inc.
150 6th Ave SW
Calgary, Alberta
T2P 3E3

Project Location: Substation located at the Southwest corner of Cedar Point Line and Fuller Road, in the Municipality of Lambton Shores. Other project infrastructure located at various locations within the Town of Plympton-Wyoming, Municipality of Lambton Shores, Warwick Township, and Lambton County.

You have applied in accordance with Section 47.4 of the Environmental Protection Act for approval to engage in a renewable energy project in respect of a Class 4 wind facility consisting of the following:

- the construction, installation, operation, use and retiring of a Class 4 wind facility with a total name plate capacity of 100 megawatts.

For the purpose of this renewable energy approval, the following definitions apply:

1. "Acoustic Assessment Report" means the report included in the Application and entitled Noise Assessment Report-Cedar Point Wind Power Project, dated May 20, 2014, prepared by HGC Engineering and signed by Ian R. Bonsma P.Eng. and Brian Howe P.Eng.;
2. "Acoustic Audit - Emission" means an investigative procedure that is compliant with the CAN/CSA-C61400-11:07 National Standard and consisting of measurements and/or acoustic modelling of noise emissions produced by wind turbine generators, assessed to determine compliance with the manufacturer's noise (acoustic) equipment specifications and emission data of the wind turbine generators, included in the Acoustic Assessment Report;

3. "Acoustic Audit - Immission" means an investigative procedure consisting of measurements and/or acoustic modelling of all sources of noise emissions due to the operation of the Equipment, assessed to determine compliance with the Noise Performance Limits set out in this Approval;
4. "Acoustic Audit Report-Emission" means a report presenting the results of the Acoustic Audit - Emission;
5. "Acoustic Audit Report-Immission" means a report presenting the results of the Acoustic Audit - Immission;
6. "Acoustic Audit - Transformer Substation" means an investigative procedure that is compliant with the IEEE Standard C57.12.90 consisting of measurements and/or acoustic modelling of all noise sources comprising the transformer substation assessed to determine compliance with the Sound Power Level specification of the transformer substation described in the Acoustic Assessment Report.
7. "Acoustic Audit Report - Transformer Substation" means a report presenting the results of the Acoustic Audit - Transformer Substation.
8. "Acoustical Consultant" means a person currently active in the field of environmental acoustics and noise/vibration control, who is knowledgeable about Ministry noise guidelines and procedures and has a combination of formal university education, training and experience necessary to assess noise emissions from wind facilities;
9. "Act" means the *Environmental Protection Act*, R.S.O 1990, c.E.19, as amended;
10. "Adverse Effect" has the same meaning as in the Act;
11. "Application" means the application for a Renewable Energy Approval dated April 12, 2013, and signed by Christopher Scott, Project Developer, Suncor Energy Products Inc., and all supporting documentation submitted with the application, including amended documentation submitted up to the date this Approval is issued;
12. "Approval" means this Renewable Energy Approval issued in accordance with Section 47.4 of the Act, including any schedules to it;
13. "A-weighting" means the frequency weighting characteristic as specified in the International Electrotechnical Commission (IEC) Standard 61672, and intended to approximate the relative sensitivity of the normal human ear to different frequencies (pitches) of sound. It is denoted as "A";
14. "A-weighted Sound Pressure Level" means the Sound Pressure Level modified by application of an A-weighting network. It is measured in decibels, A-weighted, and denoted "dBA";
15. "Class 1 Area" means an area with an acoustical environment typical of a major population centre, where the background sound level is dominated by the activities of people, usually road traffic, often referred to as "urban hum";

16. "Class 2 Area" means an area with an acoustical environment that has qualities representative of both Class 1 and Class 3 Areas:
 1. sound levels characteristic of Class 1 during daytime (07:00 to 19:00 or to 23:00 hours);
 2. low evening and night background sound level defined by natural environment and infrequent human activity starting as early as 19:00 hours (19:00 or 23:00 to 07:00 hours);
 3. no clearly audible sound from stationary sources other than from those under impact assessment.
17. "Class 3 Area" means a rural area with an acoustical environment that is dominated by natural sounds having little or no road traffic, such as the following:
 1. a small community with less than 1000 population;
 2. agricultural area;
 3. a rural recreational area such as a cottage or a resort area; or
 4. a wilderness area.
18. "Company" means Suncor Energy Products Inc. and includes its successors and assignees;
19. "Compliance Protocol for Wind Turbine Noise" means the Ministry document entitled, Compliance Protocol for Wind Turbine Noise, Guideline for Acoustic Assessment and Measurement, PIBS# 8540e;
20. "Decibel" means a dimensionless measure of Sound Level or Sound Pressure Level, denoted as dB;
21. "Director" means a person appointed in writing by the Minister of the Environment pursuant to section 5 of the Act as a Director for the purposes of section 47.5 of the Act;
22. "District Manager" means the District Manager of the appropriate local district office of the Ministry where the Facility is geographically located;
23. "Equipment" means the maximum of forty six (46) wind turbine generators and one (1) transformer substation, identified in this Approval and as further described in the Application, to the extent approved by this Approval;
24. "Equivalent Sound Level" is the value of the constant sound level which would result in exposure to the same total A-weighted energy as would the specified time-varying sound, if the constant sound level persisted over an equal time interval. It is denoted L_{eq} and is measured in dB A-weighting (dBA);
25. "Facility" means the renewable energy generation facility, including the Equipment, as described in this Approval and as further described in the Application, to the extent approved by this Approval;

26. "IEEE Standard C57.12.90" means the IEEE Standard Test Code for Liquid-Immersed Distribution, Power, and Regulating Transformers, 2010.
27. National Standard of Canada, "CAN/CSA- C61400-11:07" means "Wind Turbine Generator Systems – Part 11: Acoustic Noise Measurement Techniques", dated October 2007;
28. "Independent Acoustical Consultant" means an Acoustical Consultant who is not representing the Company and was not involved in preparing the Acoustic Assessment Report. The Independent Acoustical Consultant shall not be retained by the Acoustical Consultant involved in the noise impact assessment;
29. "Ministry" means the ministry of the government of Ontario responsible for the Act and includes all officials, employees or other persons acting on its behalf;
30. "Noise Guidelines for Wind Farms" means the Ministry document entitled, "Noise Guidelines for Wind Farms - Interpretation for Applying MOE NPC Publications to Wind Power Generation Facilities", dated October 2008;
31. "Noise Receptor" has the same meaning as in O. Reg. 359/09;
32. "Publication NPC-233" means Ministry Publication NPC-233, "Information to be Submitted for Approval of Stationary Sources of Sound", October 1995;
33. "O. Reg. 359/09" means Ontario Regulation 359/09 "Renewable Energy Approvals under Part V.0.1 of the Act" made under the Act;
34. "Point of Reception" has the same meaning as in the Noise Guidelines for Wind Farms and is subject to the same qualifications described in that document;
35. "Sound Level" means the A-weighted Sound Pressure Level;
36. "Sound Level Limit" is the limiting value described in terms of the one hour A-weighted Equivalent Sound Level L_{eq} ;
37. "Sound Power Level" means ten times the logarithm to the base of 10 of the ratio of the sound power (Watts) of a noise source to standard reference power of 10^{-12} Watts;
38. "Sound Pressure" means the instantaneous difference between the actual pressure and the average or barometric pressure at a given location. The unit of measurement is the micro pascal (μPa);
39. "Sound Pressure Level" means twenty times the logarithm to the base 10 of the ratio of the effective pressure (μPa) of a sound to the reference pressure of $20 \mu\text{Pa}$;
40. "UTM" means Universal Transverse Mercator coordinate system.

You are hereby notified that this approval is issued to you subject to the terms and conditions outlined below:

TERMS AND CONDITIONS

A – GENERAL

A1. The Company shall construct, install, use, operate, maintain and retire the Facility in accordance with the terms and conditions of this Approval and the Application and in accordance with the following schedules attached hereto:

Schedule A - Facility Description

Schedule B - Coordinates of the Equipment and Noise Specifications

Schedule C - Noise Control Measures

A2. Where there is a conflict between a provision of this Approval and any document submitted by the Company, the conditions in this Approval shall take precedence. Where there is a conflict between one or more of the documents submitted by the Company, the document bearing the most recent date shall take precedence.

A3. The Company shall ensure a copy of this Approval is:

(1) accessible, at all times, by Company staff operating the Facility and;

(2) submitted to the clerk of each local municipality and upper-tier municipality in which the Facility is situated.

A4. If the Company has a publicly accessible website, the Company shall ensure that the Approval and the Application are posted on the Company's publicly accessible website within five (5) business days of receiving this Approval.

A5. The Company shall, at least six (6) months prior to the anticipated retirement date of the entire Facility, or part of the Facility, review its Decommissioning Plan Report to ensure that it is still accurate. If the Company determines that the Facility cannot be decommissioned in accordance with the Decommissioning Plan Report, the Company shall provide the Director and District Manager a written description of plans for the decommissioning of the Facility.

A6. The Facility shall be retired in accordance with the Decommissioning Plan Report and any directions provided by the Director or District Manager.

A7. The Company shall provide the Director and the District Manager at least ten (10) days written notice of the following:

(1) the commencement of any construction or installation activities at the project location; and

(2) the commencement of the operation of the Facility.

A8. As described in Schedule A to the Approval, the Company shall not construct or install more than forty-six (46) out of the fifty-five (55) potential wind turbine generators identified in Schedule B to the Approval.

B – EXPIRY OF APPROVAL

B1. Construction and installation of the Facility must be completed within three (3) years of the later of:

- (1) the date this Approval is issued; or
- (2) if there is a hearing or other litigation in respect of the issuance of this Approval, the date that this hearing or litigation is disposed of, including all appeals.

B2. This Approval ceases to apply in respect of any portion of the Facility not constructed or installed before the later of the dates identified in Condition B1.

C – NOISE PERFORMANCE LIMITS

C1. The Company shall ensure that:

- (1) the Sound Levels from the Equipment, at the Points of Reception identified in the Acoustic Assessment Report, comply with the Sound Level Limits set in the Noise Guidelines for Wind Farms, as applicable, and specifically as stated in the table below:

Wind Speed (m/s) at 10 m height	4	5	6	7	8	9	10
Sound Level Limits, dBA	40.0	40.0	40.0	43.0	45.0	49.0	51.0

- (2) the Equipment is constructed and installed at either of the following locations:
 - a) at the locations identified in Schedule B of this Approval; or
 - b) at a location that does not vary by more than 10 metres from the locations identified in Schedule B of this Approval and provided that,
 - i) the Equipment will comply with Condition C1 (1); and
 - ii) all setback prohibitions established under O. Reg. 359/09 are complied with.
- (3) the Equipment complies with the noise specifications set out in Schedule B of this Approval.

C2. If the Company determines that some or all of the Equipment cannot be constructed in accordance with Condition C1 (2), prior to the construction and installation of the Equipment in question, the Company shall apply to the Director for an amendment to the terms and conditions of the Approval.

C3. Within three (3) months of the completion of the construction of the Facility, the Company shall submit to the Director a written confirmation signed by an individual who has the authority to bind the Company that the UTM coordinates of the “as constructed” Equipment comply with the requirements of Condition C1 (2).

D – CONFIRMATION OF VACANT LOT NOISE RECEPTORS

D1. The locations identified in Table A3 of the Acoustic Assessment Report as “Point of Reception ID” numbers 1159, 1160, 1162, 1165, 1166, 1174, 1248, 1252, 1256, 1258, 1264, 1266, 1267, 1269, 1271, 1273, 1279, 1280, 1285, 1290, 1291, 1295, 1298, 1302, 1303, 1304, 1308, 1310, 1316, 1319, 1320, 1321, 1322, 1324, 1326, 1328, 1332, 1334, 1335, 1337, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1352, 1356, 1358, 1359, 1361, 1362, 1364, 1365, 1367, 1368, 1371, 1372, 1373, 1374, 1377, 1383, 1384, 1387, 1395, 1396, 1398, 1399, 1400, 1402, 1403, 1404, 1406, 1407, 1408, 1409, 1413, 1414, 1418, 1420, 1422, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1435, 1436, 1437, 1441, 1442, 1446, 1449, 1462, 1474, 1480, 1483, 1484, 1486, 1487, 1489, 1491, 1492, 1493, 1520, 1522, 1525, 1531, 1534, 1537, 1538, 1539, 1545, 1549, 1550, 1552, 1553, 1555, 1556, 1558, 1559, 1560, 1563, 1565, 1566, 1568, 1569, 1570, 1573, 1575, 1578, 1581, 1584, 1587, 1594, 1598, 1599, 1602, 1603, 1605, 1608, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1630, 1634, 1636, 1642, 1643, 1646, 1648, 1649, 1650, 1652, 1654, 1657, 1659, 1660, 1661, 1663, 1664, 1665, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1675, 1773, 1788, 1790, 1791, 1792, 1793, 1794, 1797, 2333, 2334, 2353, 2356, 2357, 2358, 2359, 2360, 2435, 2436, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2490, 2491, 2492, 2494, 2562, 2566, 2568, 2604, 2605, 2606, 2637, 2640, 2643, 2645, 2646, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2657, 2658, 2659, 2661, 2664, 2665, 2668, 2671, 2673, 2692, 2693, 2694, 2696, 2708, 2709, 2710, 2711, 2738, 2747, 2748, 2765, 2779, 2780, 2786, 2798, 2814, 2815, 2816, 2844, 2855, 2856, 2861, 2863, 2864, 2865 are specified as Noise Receptors for the purposes of subsection 54 (1.1) of O. Reg. 359/09 and subsection 35 (1.01) of O. Reg. 359/09.

E – ACOUSTIC AUDIT - IMMISSION

- E1. The Company shall carry out an Acoustic Audit - Immission of the Sound Levels produced by the operation of the Equipment in accordance with the following:
- (1) the acoustic audit measurements shall be undertaken in accordance with Part D of the Compliance Protocol for Wind Turbine Noise;
 - (2) the acoustic audit measurements shall be performed by an Independent Acoustical Consultant on two (2) separate occasions at five (5) different Points of Reception;
 - (3) the Points of Reception shall be selected using the following criteria, subject to the constraints imposed by the location of the Points of Reception with respect to the location of the Equipment:
 - a) the selected Point(s) of Reception should represent the location of the greatest predicted noise impact, i.e., the highest predicted Sound Level; and
 - b) the selected Point(s) of Reception should be located in the direction of prevailing winds from the Facility;

- E2. The Company shall submit to the Director and the District Manager an Acoustic Audit Report - Immission, prepared by an Independent Acoustical Consultant, at the following points in time:
- (1) no later than twelve (12) months after the commencement of the operation of the Facility for the first of the two (2) acoustic audit measurements at the five (5) Points of Reception; and
 - (2) no later than eighteen (18) months after the commencement of the operation of the Facility for the second of the two (2) acoustic audit measurements at the five (5) Points of Reception.
- E3. The Company shall carry out an Acoustic Audit - Transformer Substation and shall submit to the Director and the District Manager an Acoustic Audit Report – Transformer Substation prepared by an Independent Acoustical Consultant, in accordance with the IEEE Standard C57.12.90 and Ministry Publication NPC-233 and no later than six (6) months after the commencement of the operation of the Facility.
- E4. In addition to the requirements described in Condition E3, the Acoustic Audit - Transformer Substation must include a compliance summary of the measurement results and the transformer sound data contained in Attachment E of the Acoustic Assessment Report. The following items must be included in the compliance summary:
- (1) transformer sound power levels (overall level and frequency spectra in octave bands); and
 - (2) a statement that the transformer overall A-weighted sound power levels do not exceed the maximum sound power levels specified in the Schedule B of the Approval.

F – ACOUSTIC AUDIT- EMISSION

- F1. The Company shall carry out an Acoustic Audit - Emission of the acoustic emissions produced by the operation of the wind turbine generators in accordance with the following:
- (1) the acoustic emission measurements shall be undertaken in accordance with the CAN/CSA-C61400-11:07 National Standard;
 - (2) the acoustic emission measurements shall be performed by an Independent Acoustical Consultant; and
 - (3) the acoustic emission measurements shall be performed on three (3) of the wind turbine generators; one (1) turbine rated at 2.221 megawatts generating output capacity, on one (1) of the wind turbine generators rated at 2.126 megawatts generating output capacity and on one (1) of the wind turbine generators rated at 2.030 megawatts generating output capacity used in the Facility and specified in Schedules A and B of the Approval.

- F2. The Company shall submit to the Director and the District Manager an Acoustic Audit Report-Emission, prepared in accordance with Section 9 of the CAN/CSA- C61400-11:07 National Standard by an Independent Acoustical Consultant, no later than twelve (12) months after the commencement of the operation of the Facility.
- F3. In addition to the requirements described in Condition F2, the Acoustic Audit Report-Emission must include a summary of the measurement results corresponding to the specifications contained in the Acoustic Assessment Report. The following items must be included in the summary:
- (1) sound power levels (overall A-weighted levels and frequency spectra in octave bands for each wind speed) of the wind turbine generators;
 - (2) tonal audibility values (for each wind speed) of the wind turbine generators;
 - (3) a statement that the wind turbine generators overall A-weighted sound power levels do not exceed the maximum sound power level specified in Schedule B of the Approval; and,
 - (4) a statement that the wind turbine generators tonal audibility values, as per Condition F3(2), comply with the maximum tonal audibility value of 3.0 dB.

G – STORMWATER MANAGEMENT

- G1. The Company shall employ best management practices for stormwater management and sediment and erosion control during construction, installation, use, operation, maintenance and retiring of the Facility, as described in the Application.
- G2. Within six (6) months of the completion of the construction of the Facility, the Company shall provide the District Manager with a written description of post-construction stormwater management conditions.

H – WATER TAKING ACTIVITIES

- H1. The Company shall not take more than 50,000 litres of water on any day by any means during the construction, installation, use, operation, maintenance and retiring of the Facility.

I – NATURAL HERITAGE

General

- I1. The Company shall implement the Environmental Effects Monitoring Plan for the Cedar Point Wind Energy Project, titled Suncor Energy Cedar Point Wind Energy Project Environmental Effects Monitoring Plan for Wildlife, dated April 2013, and the commitments made in the following reports and included in the Application, and which the Company submitted to the Ministry of Natural Resources in order to comply with O. Reg. 359/09:

- (1) Suncor Energy Cedar Point Wind Energy Project Natural Heritage Assessment and Environmental Impact Study, prepared by Stantec Consulting Ltd, dated April 2013
 - (2) Pre-construction Evaluation of Significance Surveys for Candidate Amphibian Woodland Breeding Habitat Features – Cedar Point Wind Farm, prepared by Stantec Consulting Ltd, dated December 2, 2013
 - (3) Pre-construction Evaluation of Significance Surveys for Candidate Wood Thrush and Hooded Warbler Habitat – Cedar Point Wind Farm, prepared by Stantec Consulting Ltd, dated December 2, 2013
 - (4) Suncor Energy Cedar Point Wind Project Modifications, prepared by Stantec Consulting Ltd, dated May 1, 2014
 - (5) Suncor Energy Cedar Point Wind Project NHA Addendum – May 2014, prepared by Stantec Consulting Ltd, dated May 27, 2014
- I2. If the Company determines that it must deviate from the Environmental Effects Monitoring Plan or the Natural Heritage Assessment and Environmental Impact Study or Addenda thereto, described in Condition I1, the Company shall contact the Director and the Ministry of Natural Resources, prior to making any changes to the Environmental Effects Monitoring Plan or the Natural Heritage Assessment and Environmental Impact Study or Addenda, and follow any directions provided.

Post Construction Monitoring - Significant Wildlife Habitat

- I3. The Company shall implement the post-construction monitoring described in the Environmental Effects Monitoring Plan described in Condition I1, including the following:
- (1) Disturbance Monitoring for Amphibian Breeding Habitat Woodland (Features 6, 7, 25, 26, 29, 37, 47, 56 and 57)
 - (2) Disturbance Monitoring for Wood Thrush Habitat (Features 3, 6, 10, 18, 19, 23, 26, 30, 32, 45, 48, 52, 55, 56, 58 and 62)

Post Construction Monitoring - Birds and Bats

- I4. The Company shall implement the post-construction bird and bat mortality monitoring described in the Environmental Effects Monitoring Plan, described in Condition I1, at a minimum of 14 of the 46 constructed turbines, selected in consultation with the Ministry of Natural Resources.

Thresholds and Mitigation

- I5. The Company shall contact the Director and the Ministry of Natural Resources if any of the following bird and bat mortality thresholds, as stated in the Environmental Effects Monitoring Plan for the Cedar Point Wind Energy Project described in Condition I1, exceeds:

- (1) 10 bats per turbine per year;
 - (2) 14 birds per turbine per year at individual turbines or turbine groups;
 - (3) 0.2 raptors per turbine per year (all raptors) across the Facility;
 - (4) 0.1 raptors per turbine per year (provincially tracked raptors) across the Facility;
 - (5) 10 or more birds at any one turbine during a single monitoring survey; or
 - (6) 33 or more birds (including raptors) at multiple turbines during a single monitoring survey.
- I6. If the bat mortality threshold described in Condition I5(1) is exceeded, the Company shall:
- (1) implement operational mitigation measures consistent with those described in the Ministry of Natural Resources publication entitled "*Bats and Bat Habitats: Guidelines for Wind Power Projects* " dated July 2011, or in an amended version of the publication. Such measures shall include the following:
 - i. increase cut-in speed to 5.5 m/s and/or feather wind turbine blades when wind speeds are below 5.5 m/s between sunset and sunrise, from July 15 to September 30 at all turbines
 - (2) implement an additional three (3) years of effectiveness monitoring.
- I7. If the bat mortality threshold described in Condition I5(1) is exceeded after operational mitigation is implemented in accordance with Condition I6, the Company shall prepare and implement a contingency plan, in consultation with the Director and the Ministry of Natural Resources, to address mitigation actions which shall include additional mitigation and scoped monitoring requirements.
- I8. If any of the bird mortality thresholds described in Conditions I5(2), I5(3), or I5(4) are exceeded for turbines located within 120m of bird significant wildlife habitat, or if disturbance effects are realized at bird significant wildlife habitat within 120m of turbine(s) while monitoring is being implemented in accordance with Conditions I4, the Company shall implement immediate mitigation actions as described in the Natural Heritage Assessment and Environmental Impact Study and Environmental Effects Monitoring Plan described in Condition I1, and an additional three (3) years of effectiveness monitoring.
- I9. If any of the bird mortality thresholds described in Conditions I5(2), I5(3), or I5(4) are exceeded for turbines located outside 120m of bird significant wildlife habitat, the Company shall conduct two (2) years of subsequent scoped mortality monitoring and cause and effects monitoring. Following the completion of scoped monitoring, the Company shall implement operational mitigation and effectiveness monitoring at individual turbines as agreed to between the Company, the Director and the Ministry of Natural Resources, for the first three (3) years following the implementation of mitigation.

- I10. If either of the bird mortality thresholds described in Conditions I5(5) or I5(6) are exceeded, the Company shall prepare and implement a contingency plan to address immediate mitigation actions which shall include:
- (1) periodic shut-down of select turbines; or
 - (2) blade feathering at specific times of year; or
 - (3) an alternate plan agreed to between the Company, the Director and the Ministry of Natural Resources.
- I11. If any of the bird mortality thresholds described in Conditions I5(2), I5(3), or I5(4) are exceeded while monitoring is being implemented in accordance with Conditions I8 or I9, or if either of the bird mortality thresholds described in Conditions I5(5) or I5(6) are exceeded after mitigation is implemented in accordance with Condition I10, the Company shall contact the Director and the Ministry of Natural Resources and prepare and implement an appropriate response plan that shall include some or all of the following mitigation measures:
- (1) increased reporting frequency to identify potential threshold exceedance;
 - (2) additional behavioural studies to determine factors affecting mortality rates;
 - (3) periodic shut-down of select turbines;
 - (4) blade feathering at specific times of year; or
 - (5) an alternate plan agreed to between the Company the Director and the Ministry of Natural Resources.

Reporting and Review of Results

- I12. The Company shall report, in writing, the results of the post-construction disturbance monitoring described in Conditions I3, to the Director and the Ministry of Natural Resources for one (1) year, and within three (3) months of the end of the calendar year in which the monitoring took place for the following habitats:
- (1) Amphibian Breeding Habitat Woodland (Features 25, 26, 29, 37, 47, 56 and 57)
- I13. The Company shall report, in writing, the results of the post-construction disturbance monitoring described in Conditions I3, to the Director and the Ministry of Natural Resources for three (3) years, and within three (3) months of the end of the calendar year in which the monitoring took place for the following habitats:
- (1) Amphibian Breeding Habitat Woodland (Features 6 and 7)
 - (2) Wood Thrush Habitat (Features 3, 6, 10, 18, 19, 23, 26, 30, 32, 45, 48, 52, 55, 56, 58 and 62)

I14. The Company shall report, in writing, bird and bat mortality levels to the Director and the Ministry of Natural Resources for three (3) years on an annual basis and within three (3) months of the conclusion of the November mortality monitoring, with the exception of the following:

- (1) if either of the bird mortality thresholds described in Conditions I5(5) or I5(6) are exceeded, the Company shall report the mortality event to the Director and the Ministry of Natural Resources within 48 hours of observation;
- (2) for any and all mortality of species at risk (including a species listed on the Species at Risk in Ontario list as Extirpated, Endangered or Threatened under the provincial *Endangered Species Act*, 2007) that occurs, the Company shall report the mortality to the Ministry of Natural Resources within 24 hours of observation or the next business day;
- (3) if the bat mortality threshold described in Condition I5(1) is exceeded, the Company shall report mortality levels to the Director and the Ministry of Natural Resources for the additional three (3) years of monitoring described in Condition I6, on an annual basis and within three (3) months of the conclusion of the October mortality monitoring for each year;
- (4) if any of the bird mortality thresholds described in Conditions I5(2), I5(3), or I5(4) are exceeded for turbines located within 120m of bird significant wildlife habitat, the Company shall report mortality levels to the Director and the Ministry of Natural Resources for the additional three (3) years of effectiveness monitoring described in Condition I8, on an annual basis and within three (3) months of the conclusion of the November mortality monitoring for each year;
- (5) if any of the bird mortality thresholds described in Conditions I5(2), I5(3), or I5(4) are exceeded for turbines located outside 120 m of bird significant wildlife habitat, the Company shall report mortality levels to the Director and the Ministry of Natural Resources for the additional two (2) years of cause and effects monitoring described in Condition I9, on an annual basis and within three (3) months of the conclusion of the November mortality monitoring for each year; and
- (6) if the Company implements operational mitigation following cause and effects monitoring in accordance with Condition I9, the Company shall report mortality levels to the Director and the Ministry of Natural Resources for the three (3) years of subsequent effectiveness monitoring described in Condition I9, on an annual basis and within three (3) months of the conclusion of the November mortality monitoring for each year.

I15. The Company shall publish the following documents on the Company's website;

- (1) any modifications to the Environmental Effects Monitoring Plan as described in Condition I2 within ten (10) days of submitting the final plan to the Director and the Ministry of Natural Resources;

- (2) summaries of the results of the post-construction disturbance monitoring as described in Condition I12 and I13, prepared in consultation with the Director and the Ministry of Natural Resources, within ten (10) days of submitting the final report(s) to the Director and the Ministry of Natural Resources; and
- (3) summaries of the results of the annual bird and bat mortality monitoring as described in Condition I14 with the exception of subsection I14(2), prepared in consultation with the Director and the Ministry of Natural Resources, within ten (10) days of submitting the final report(s) to the Director and the Ministry of Natural Resources.

Additional Post Construction Requirements

- I16. As identified in the Natural Heritage Assessment and Environmental Impact Study, described in Condition I1, a Natural Areas Management Strategy will be developed and implemented in consultation with Ministry of Natural Resources staff and finalized within one year after construction.

J – ENDANGERED SPECIES ACT REQUIREMENTS

- J1. No construction or installation activities shall be commenced in areas at the project location that support habitat for Bobolink and Eastern Meadowlark until the Company has met all requirements under the Endangered Species Act, 2007.

K – SEWAGE WORKS OF THE TRANSFORMER SUBSTATION SPILL CONTAINMENT FACILITY

- K1. The Company shall design and construct a transformer substation oil spill containment facility which meets the following requirements:
- (1) the spill containment facility serving the transformer substation shall have a minimum volume equal to the volume of transformer oil and lubricants plus the volume equivalent to providing a minimum 24-hour duration, 50-year return storm capacity for the stormwater drainage area around the transformer under normal operating conditions. This containment area shall have:
 - (a) an impervious floor with walls usually of reinforced concrete or impervious plastic liners, sloped toward an outlet / oil control device, allowing for a freeboard of 0.25 metres terminating approximately 0.30 metres above grade to prevent external stormwater flows from entering the facility. The facility shall have a minimum of 300mm layer of crushed stoned (19mm to 38mm in diameter) within, all as needed in accordance to site specific conditions and final design parameters; or

- (b) a permeable floor with impervious plastic walls and around the transformer pad; equipped with subsurface drainage with a minimum 50mm diameter drain installed on a sand layer sloped toward an outlet for sample collection purposes; designed with an oil absorbent material on floor and walls, and allowing for a freeboard of 0.25 metres terminating approximately 0.30 metres above grade to prevent external stormwater flows from entering the facility. The facility's berm shall be designed as needed in accordance to site specific conditions and the facility shall have a minimum 300mm layer of crushed stoned (19mm to 38mm in diameter) on top of the system, as needed in accordance to site specific conditions and final design parameters.
- (2) the spill containment facility shall be equipped with an oil detection system; it also shall have a minimum of two (2) PVC pipes (or equivalent material) 50mm diameter to allow for visual inspection of water accumulation. One pipe has to be installed half way from the transformer pad to the vehicle access route;
- (3) the spill containment facility shall have appropriate sewage appurtenances as necessary, such as but not limited to: sump, oil/grit separator, pumpout manhole, level controllers, floating oil sensors, etc., that allows for batch discharges or direct discharges and for proper implementation of the monitoring program described under Condition K4; and
- (4) the Company shall have a qualified person on-site during construction to ensure that the system is installed in accordance with the approved design and specifications.

K2. The Company shall:

- (1) within six (6) months after the completion of the construction of the transformer substation spill containment facility, provide to the District Manager an engineering report and as-built design drawings of the sewage works for the spill containment facility and any stormwater management works required for it, signed and stamped by an independent Professional Engineer licensed in Ontario and competent in electrical and environmental engineering. The engineering report shall include the following:
 - (a) as-built drawings of the sewage works for the spill containment facility and any stormwater management works required for it;
 - (b) a written report signed by a qualified person confirming the following:
 - (i) on-site supervision during construction
 - (ii) in case of a permeable floor systems: type of oil absorbent material used (for mineral-based transformer oil or vegetable-based transformer oil, make and material's specifications)
 - (ii) use of stormwater best management practices applied to prevent external surface water runoff from entering the spill containment facility, and
 - (iv) confirm adequacy of the installation in accordance with specifications.

- (c) confirmation of the adequacy of the operating procedures and the emergency procedures manuals as it pertains to the installed sewage works.
 - (d) procedures to provide emergency response to the site in the form of pumping and clean-up equipment within 24 hours after an emergency has been identified. Such response shall be provided even under adverse weather conditions to prevent further danger of material loss to the environment.
- (2) as a minimum, the Company shall check the oil detection systems on a monthly basis and create a written record of the inspections;
 - (3) ensure that the effluent is essentially free of floating and settle-able solids and does not contain oil or any other substance in amounts sufficient to create a visible film, sheen or foam on the receiving waters;
 - (4) immediately identify and clean-up all losses of oil from the transformer;
 - (5) upon identification of oil in the spill containment facility, take immediate action to prevent the further occurrence of such loss;
 - (6) ensure that equipment and material for the containment, clean-up and disposal of oil and materials contaminated with oil are kept within easy access and in good repair for immediate use in the event of:
 - (a) loss of oil from the transformer,
 - (b) a spill within the meaning of Part X of the Act, or
 - (c) the identification of an abnormal amount of oil in the effluent.
 - (7) in the event of finding water accumulation in the PVC pipes at the time of inspection, as per Condition K4, the Company shall: (a) for impervious floors, inspect the sewage appurtenances that allow drainage of the concrete pit; or (b) for permeable systems, replace the oil absorbent material to ensure integrity of the system performance and design objectives.
 - (8) for permeable floor systems, the Company shall only use the type of oil specified in the design, i.e. mineral-based transformer oil or vegetable-based transformer oil. If a change is planned to modify the type of oil, the Company shall also change the type of the oil absorbent material and obtain approval from the Director to amend this Approval before any modification is implemented.

K3. The Company shall design, construct and operate the sewage works such that the concentration of the effluent parameter named in the table below does not exceed the maximum Concentration Objective shown for that parameter in the effluent, and shall comply with the following requirements:

Effluent Parameters	Maximum Concentration Objective
Oil and Grease	15mg/L

- (1) notify the District Manager as soon as reasonably possible of any exceedance of the maximum concentration objective set out in the table above;
- (2) take immediate action to identify the cause of the exceedance; and
- (3) take immediate action to prevent further exceedances.

K4. Upon commencement of the operation of the Facility, the Company shall establish and carry out the following monitoring program for the sewage works:

- (1) the Company shall collect and analyze the required set of samples at the sampling points listed in the table below in accordance with the measurement frequency and sample type specified for the effluent parameter, oil and grease, and create a written record of the monitoring:

Effluent Parameters	Measurement Frequency and Sample Points	Sample Type
Oil and Grease	Quarterly, i.e. four times over a year, relatively evenly spaced having a minimum two (2) of these samples taken within 48 hours after a 10mm rainfall event.	Grab

- (2) in the event of an exceedance of the maximum concentration objective set out in the table in Condition K3, the Company shall:
 - (a) increase the frequency of sampling to once per month, for each month that effluent discharge occurs, and
 - (b) provide the District Manager, on a monthly basis, with copies of the written record created for the monitoring until the District Manager provides written direction that monthly sampling and reporting is no longer required; and
- (3) if over a period of twenty-four (24) months of effluent monitoring under Condition K4, there are no exceedances of the maximum concentration set out in the table for Concentration Objective, the Company may reduce the measurement frequency of effluent monitoring to a frequency as the District Manager may specify in writing, provided that the new specified frequency is never less than annual.

K5. The Company shall comply with the following methods and protocols for any sampling, analysis and recording undertaken in accordance with Condition K4:

- (1) Ministry of the Environment publication "Protocol for the Sampling and Analysis of Industrial/ Municipal Wastewater", January 1999, as amended from time to time by more recently published editions, and
- (2) the publication "Standard Methods for the Examination of Water and Wastewater", 21st edition, 2005, as amended from time to time by more recently published editions.

L – TRAFFIC MANAGEMENT PLANNING

- L1. Within three (3) months of receiving this Approval, the Company shall prepare a Traffic Management Plan and provide it to the Town of Plympton-Wyoming, Municipality of Lambton Shores, Warwick Township, and Lambton County.
- L2. Within three (3) months of having provided the Traffic Management Plan to the Town of Plympton-Wyoming, Municipality of Lambton Shores, Warwick Township, and Lambton County, the Company shall make reasonable efforts to enter into a Road Users Agreement with the Town of Plympton-Wyoming, Municipality of Lambton Shores, Warwick Township, and Lambton County.
- L3. If a Road Users Agreement has not been signed with the Town of Plympton-Wyoming, Municipality of Lambton Shores, Warwick Township, and Lambton County within three (3) months of having provided the Traffic Management Plan to the Town of Plympton-Wyoming, Municipality of Lambton Shores, Warwick Township, and Lambton County, the Company shall provide a written explanation to the Director as to why this has not occurred.

M – ARCHAEOLOGICAL RESOURCES

- M1. The Company shall implement all of the recommendations, if any, for further archaeological fieldwork and for the protection of archaeological sites found in the consultant archaeologist's report included in the Application, and which the Company submitted to the Ministry of Tourism, Culture and Sport in order to comply with O. Reg. 359/09.
- M2. Should any previously undocumented archaeological resources be discovered, the Company shall:
 - (1) cease all alteration of the area in which the resources were discovered immediately;
 - (2) engage a consultant archaeologist to carry out the archaeological fieldwork necessary to further assess the area and to either protect and avoid or excavate any sites in the area in accordance with the *Ontario Heritage Act*, the regulations under that act and the Ministry of Tourism, Culture and Sport's *Standards and Guidelines for Consultant Archaeologists*; and
 - (3) notify the Director as soon as reasonably possible.

N – ABORIGINAL CONSULTATION

- N1. During the construction, installation, operation, use and retiring of the Facility, the Company shall:
 - (1) create and maintain written records of any communications with Aboriginal communities; and
 - (2) make the written records available for review by the Ministry upon request.

- N2. The Company shall provide the following to interested Aboriginal communities:
- (1) updated project information, including the results of monitoring activities undertaken and copies of additional archaeological assessment reports that may be prepared; and
 - (2) updates on key steps in the construction, installation, operation, use and retirement phases of the Facility, including notice of the commencement of construction activities at the project location.
- N3. If an Aboriginal community requests a meeting to obtain information relating to the construction, installation, operation, use and retiring of the Facility, the Company shall make reasonable efforts to arrange and participate in such a meeting.
- N4. If any archaeological resources of Aboriginal origin are found during the construction of the Facility, the Company shall:
- (1) notify any Aboriginal community considered likely to be interested or which has expressed an interest in such finds; and,
 - (2) if a meeting is requested by an Aboriginal community to discuss the archaeological find(s), make reasonable efforts to arrange and participate in such a meeting.

O – COMMUNITY LIAISON COMMITTEE

- O1. Within three (3) months of receiving this Approval, the Company shall make reasonable efforts to establish a Community Liaison Committee. The Community Liaison Committee shall be a forum to exchange ideas and share concerns with interested residents and members of the public. The Community Liaison Committee shall be established by:
- (1) publishing a notice in a newspaper with general circulation in each local municipality in which the project location is situated; and
 - (2) posting a notice on the Company's publicly accessible website, if the Company has a website; to notify members of the public about the proposal for a Community Liaison Committee and invite residents living within a one (1) kilometre radius of the Facility that may have an interest in the Facility to participate on the Community Liaison Committee.
- O2. The Company may invite other members of stakeholders to participate in the Community Liaison Committee, including, but not limited to, local municipalities, local conservation authorities, Aboriginal communities, federal or provincial agencies, and local community groups.
- O3. The Community Liaison Committee shall consist of at least one Company representative who shall attend all meetings.

- O4. The purpose of the Community Liaison Committee shall be to:
- (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) 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; and
 - (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.
- O5. The Community Liaison Committee shall be deemed to be established on the day the Director is provided with written notice from the Company that representative Community Liaison Committee members have been chosen and a date for a first Community Liaison Committee meeting has been set.
- O6. If a Community Liaison Committee has not been established within three (3) months of receiving this Approval, the Company shall provide a written explanation to the Director as to why this has not occurred.
- O7. The Company shall ensure that the Community Liaison Committee operates for a minimum period of two (2) years from the day it is established. During this two (2) year period, the Company shall ensure that the Community Liaison Committee meets a minimum of two (2) times per year. At the end of this two (2) year period, the Company shall contact the Director to discuss the continued operation of the Community Liaison Committee.
- O8. The Company shall ensure that all Community Liaison Committee meetings are open to the general public.
- O9. The Company shall provide administrative support for the Community Liaison Committee including, at a minimum:
- (1) providing a meeting space for Community Liaison Committee meetings;
 - (2) providing access to resources, such as a photocopier, stationery, and office supplies, so that the Community Liaison Committee can:
 - a) prepare and distribute meeting notices;
 - b) record and distribute minutes of each meeting; and
 - c) prepare reports about the Community Liaison Committee's activities.
- O10. The Company shall submit any reports of the Community Liaison Committee to the Director and post it on the Company's publicly accessible website, if the Company has a website.

P – OPERATION AND MAINTENANCE

- P1. Prior to the commencement of the operation of the Facility, the Company shall prepare a written manual for use by Company staff outlining the operating procedures and a maintenance program for the Equipment that includes as a minimum the following:
- (1) routine operating and maintenance procedures in accordance with good engineering practices and as recommended by the Equipment suppliers;
 - (2) emergency procedures;
 - (3) procedures for any record keeping activities relating to operation and maintenance of the Equipment; and
 - (4) all appropriate measures to minimize noise emissions from the Equipment.
- P2. The Company shall;
- (1) update, as required, the manual described in Condition P1; and
 - (2) make the manual described in Condition P1 available for review by the Ministry upon request.
- P3. The Company shall ensure that the Facility is operated and maintained in accordance with the Approval and the manual described in Condition P1.

Q – RECORD CREATION AND RETENTION

- Q1. The Company shall create written records consisting of the following:
- (1) an operations log summarizing the operation and maintenance activities of the Facility;
 - (2) within the operations log, a summary of routine and Ministry inspections of the Facility; and
 - (3) a record of any complaint alleging an Adverse Effect caused by the construction, installation, use, operation, maintenance or retirement of the Facility.
- Q2. A record described under Condition Q1 (3) shall include:
- (1) a description of the complaint that includes as a minimum the following:
 - a) the date and time the complaint was made;
 - b) the name, address and contact information of the person who submitted the complaint;
 - (2) a description of each incident to which the complaint relates that includes as a minimum the following:
 - a) the date and time of each incident;

- b) the duration of each incident;
 - c) the wind speed and wind direction at the time of each incident;
 - d) the ID of the Equipment involved in each incident and its output at the time of each incident;
 - e) the location of the person who submitted the complaint at the time of each incident; and
- (3) a description of the measures taken to address the cause of each incident to which the complaint relates and to prevent a similar occurrence in the future.

Q3. The Company shall retain, for a minimum of five (5) years from the date of their creation, all records described in Condition Q1, and make these records available for review by the Ministry upon request.

R – NOTIFICATION OF COMPLAINTS

- R1. The Company shall notify the District Manager of each complaint within two (2) business days of the receipt of the complaint.
- R2. The Company shall provide the District Manager with the written records created under Condition Q2 within eight (8) business days of the receipt of the complaint.

S – CHANGE OF OWNERSHIP

- S1. The Company shall notify the Director in writing, and forward a copy of the notification to the District Manager, within thirty (30) days of the occurrence of any of the following changes:
- (1) the ownership of the Facility;
 - (2) the operator of the Facility;
 - (3) the address of the Company;
 - (4) the partners, where the Company is or at any time becomes a partnership and a copy of the most recent declaration filed under the *Business Names Act* , R.S.O. 1990, c.B.17, as amended, shall be included in the notification; and
 - (5) the name of the corporation where the Company is or at any time becomes a corporation, other than a municipal corporation, and a copy of the most current information filed under the *Corporations Information Act* , R.S.O. 1990, c. C.39, as amended, shall be included in the notification.

SCHEDULE A

Facility Description

The Facility shall consist of the construction, installation, operation, use and retiring of the following:

(a) no more than forty-six (46) Siemens SWT 2.3-113 wind turbine generators, with a total maximum name plate capacity of 100 megawatts (MW), to be selected from the fifty-five (55) potential Siemens SWT 2.3-113 wind turbine generators described in Table B1 of Schedule B, and sited at the locations shown in Table B1; and

(b) associated ancillary equipment, systems and technologies including one (1) 110 mega-volt-ampere (MVA) transformer substation, on-site access roads, underground cabling and overhead transmission lines,

all in accordance with the Application.

SCHEDULE B

Coordinates of the Equipment and Noise Specifications

Coordinates of the Equipment below in UTM, Z17-NAD83 projection

Table B1: Coordinates and Maximum Sound Power Levels of Wind Turbine Generators and Transformer Substation

Source ID	Maximum sound power level (dBA)	Easting (m)	Northing (m)	Source description
Suncor WTG1	103.0	423,325	4,779,947	Siemens SWT-2.3-113, 2.126 MW and 99.5 metres hub height
Suncor WTG2	103.0	423,377	4,779,347	Siemens SWT-2.3-113, 2.126 MW and 99.5 metres hub height
Suncor WTG4	103.0	422,879	4,778,982	Siemens SWT-2.3-113, 2.126 MW and 99.5 metres hub height
Suncor WTG5	103.0	423,245	4,778,344	Siemens SWT-2.3-113, 2.126 MW and 99.5 metres hub height
Suncor WTG6	103.0	422,802	4,778,019	Siemens SWT-2.3-113, 2.126 MW and 99.5 metres hub height
Suncor WTG7	103.0	421,230	4,778,183	Siemens SWT-2.3-113, 2.126 MW and 99.5 metres hub height
Suncor WTG8	103.0	422,865	4,777,231	Siemens SWT-2.3-113, 2.126 MW and 99.5 metres hub height
Suncor WTG9	103.0	422,893	4,775,653	Siemens SWT-2.3-113, 2.126 MW and 99.5 metres hub height
Suncor WTG10	102.0	419,153	4,777,370	Siemens SWT-2.3-113, 2.030 MW and 99.5 metres hub height
Suncor WTG11	103.0	422,661	4,775,135	Siemens SWT-2.3-113, 2.126 MW and 99.5 metres hub height
Suncor WTG13	103.0	419,265	4,776,572	Siemens SWT-2.3-113, 2.126 MW and 99.5 metres hub height
Suncor WTG14	103.0	419,035	4,775,996	Siemens SWT-2.3-113, 2.126 MW and 99.5 metres hub height
Suncor WTG15	103.0	420,667	4,774,508	Siemens SWT-2.3-113, 2.126 MW and 99.5 metres hub height
Suncor WTG16	103.0	421,160	4,774,047	Siemens SWT-2.3-113, 2.126 MW and 99.5 metres hub height
Suncor WTG17	104.0	419,179	4,775,153	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG18	104.0	420,545	4,773,644	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG19	103.0	418,499	4,774,532	Siemens SWT-2.3-113, 2.126 MW and 99.5 metres hub height
Suncor WTG20	103.0	420,881	4,773,009	Siemens SWT-2.3-113, 2.126 MW and 99.5 metres hub height
Suncor WTG21	102.0	416,732	4,776,214	Siemens SWT-2.3-113, 2.030 MW and 99.5 metres hub height
Suncor WTG22	103.0	416,903	4,775,746	Siemens SWT-2.3-113, 2.126 MW and 99.5 metres hub height
Suncor WTG23	104.0	416,180	4,775,949	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG24	103.0	416,619	4,775,229	Siemens SWT-2.3-113, 2.126 MW and 99.5 metres hub height
Suncor WTG25	103.0	417,026	4,774,693	Siemens SWT-2.3-113, 2.126 MW and 99.5 metres hub height
Suncor WTG26	104.0	421,545	4,770,967	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG27	104.0	416,257	4,774,033	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG29	104.0	420,519	4,770,627	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG30	104.0	414,976	4,774,473	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG31	104.0	414,508	4,773,498	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG32	104.0	413,984	4,773,786	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG34	104.0	413,419	4,773,597	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG35	104.0	413,504	4,771,876	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG36	104.0	412,817	4,771,516	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG37	104.0	412,242	4,771,844	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height

Table B1: Coordinates and Maximum Sound Power Levels of Wind Turbine Generators and Transformer Substation (Continued)

Source ID	Maximum sound power level (dBA)	Easting (m)	Northing (m)	Source description
Suncor WTG39	104.0	410,803	4,771,647	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG40	104.0	412,134	4,769,169	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG41	104.0	410,537	4,769,264	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG42	104.0	413,558	4,766,375	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG43	104.0	410,885	4,768,546	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG44	104.0	409,812	4,769,400	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG46	104.0	413,838	4,765,546	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG47	104.0	408,115	4,768,818	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG48	104.0	408,411	4,768,249	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG50	104.0	410,398	4,765,477	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG51	104.0	408,572	4,766,648	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG53	104.0	408,885	4,765,445	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG54	104.0	407,818	4,765,618	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG69	104.0	412,533	4,768,085	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG70	104.0	413,660	4,767,965	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG71	104.0	414,270	4,770,586	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG72	104.0	414,073	4,766,424	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG76	103.0	413,336	4,768,393	Siemens SWT-2.3-113, 2.126 MW and 99.5 metres hub height
Suncor WTG79	104.0	411,606	4,765,300	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG80	104.0	412,204	4,765,167	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG81	104.0	413,092	4,768,868	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
Suncor WTG82	104.0	421,271	4,777,618	Siemens SWT-2.3-113, 2.221 MW and 99.5 metres hub height
TS1	103.6	416,857	4,775,052	110 MVA Transformer Substation, see Table B2

Note: The Maximum Sound Power Level of Source ID "TS1" includes the applicable 5 dB tonal penalty described in the Noise Guidelines for Wind Farms.

Table B2: Maximum Sound Power Spectrum (dB) of 110 MVA Transformer Substation-including 5dB tonal penalty

Transformer Substation (TS1)	Octave Band Centre Frequency (Hz)							
	63	125	250	500	1000	2000	4000	8000
Sound Power Level (dB Lin)	106.2	108.2	103.2	103.2	97.2	92.2	87.2	80.2

SCHEDULE C

Noise Control Measures

Acoustic Barrier

One (1) 25 metres long, 5.5 metres high acoustic barrier, positioned as per Figure 3 of the Acoustic Assessment Report. The acoustic barrier shall be continuous without holes, gaps and other penetrations, and having a surface mass density of at least 20 kilograms per square metres.

The reasons for the imposition of these terms and conditions are as follows:

1. Conditions A1, A2 and A8 are included to ensure that the Facility is constructed, installed, used, operated, maintained and retired in the manner in which it was described for review and upon which Approval was granted. These conditions are also included to emphasize the precedence of conditions in the Approval and the practice that the Approval is based on the most current document, if several conflicting documents are submitted for review.
2. Conditions A3 and A4 are included to require the Company to provide information to the public and the local municipality.
3. Conditions A5 and A6 are included to ensure that final retirement of the Facility is completed in an aesthetically pleasing manner, in accordance with Ministry standards, and to ensure long-term protection of the health and safety of the public and the environment.
4. Condition A7 is included to require the Company to inform the Ministry of the commencement of activities related to the construction, installation and operation of the Facility.
5. Condition B is intended to limit the time period of the Approval.
6. Condition C1 is included to provide the minimum performance requirement considered necessary to prevent an Adverse Effect resulting from the operation of the Equipment and to ensure that the noise emissions from the Equipment will be in compliance with applicable limits set in the Noise Guidelines for Wind Farms.
7. Conditions A8, C2, C3 and D are included to ensure that the Equipment is constructed, installed, used, operated, maintained and retired in a way that meets the regulatory setback prohibitions set out in O. Reg. 359/09.
8. Conditions E and F are included to require the Company to gather accurate information so that the environmental noise impact and subsequent compliance with the Act, O. Reg. 359/09, the Noise Guidelines for Wind Farms and this Approval can be verified.
9. Conditions G, H, I, J, K and L are included to ensure that the Facility is constructed, installed, used, operated, maintained and retired in a way that does not result in an Adverse Effect or hazard to the natural environment or any persons.
10. Condition M is included to protect archaeological resources that may be found at the project location.
11. Condition N is included to ensure continued communication between the Company and interested Aboriginal communities.
12. Condition O is included to ensure continued communication between the Company and the local residents.

13. Condition P is included to emphasize that the Equipment must be maintained and operated according to a procedure that will result in compliance with the Act, O. Reg. 359/09 and this Approval.
14. Condition Q is included to require the Company to keep records and provide information to the Ministry so that compliance with the Act, O. Reg. 359/09 and this Approval can be verified.
15. Condition R is included to ensure that any complaints regarding the construction, installation, use, operation, maintenance or retirement of the Facility are responded to in a timely and efficient manner.
16. Condition S is included to ensure that the Facility is operated under the corporate name which appears on the application form submitted for this Approval and to ensure that the Director is informed of any changes.

NOTICE REGARDING HEARINGS

In accordance with Section 139 of the Environmental Protection Act, within 15 days after the service of this notice, you may by further written notice served upon the Director, the Environmental Review Tribunal and the Environmental Commissioner, require a hearing by the Tribunal.

In accordance with Section 47 of the Environmental Bill of Rights, 1993, the Environmental Commissioner will place notice of your request for a hearing on the Environmental Registry.

Section 142 of the Environmental Protection Act provides that the notice requiring the hearing shall state:

1. The portions of the renewable energy approval or each term or condition in the renewable energy approval in respect of which the hearing is required, and;
2. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

The signed and dated notice requiring the hearing should also include:

3. The name of the appellant;
4. The address of the appellant;
5. The renewable energy approval number;
6. The date of the renewable energy approval;
7. The name of the Director;
8. The municipality or municipalities within which the project is to be engaged in;

This notice must be served upon:

The Secretary*
Environmental Review Tribunal
655 Bay Street, 15th Floor
Toronto, Ontario
M5G 1E5

AND

The Environmental Commissioner
1075 Bay Street, 6th Floor
Suite 605
Toronto, Ontario
M5S 2B1

AND

The Director
Section 47.5, *Environmental Protection Act*
Ministry of the Environment
2 St. Clair Avenue West, Floor 12A
Toronto, Ontario
M4V 1L5

*** Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 314-4600, Fax: (416) 314-4506 or www.ert.gov.on.ca**

Under Section 142.1 of the Environmental Protection Act, residents of Ontario may require a hearing by the Environmental Review Tribunal within 15 days after the day on which notice of this decision is published in the Environmental Registry. By accessing the Environmental Registry at www.ebr.gov.on.ca, you can determine when this period ends.

Approval for the above noted renewable energy project is issued to you under Section 47.5 of the Environmental Protection Act subject to the terms and conditions outlined above.

DATED AT TORONTO this 22nd day of August, 2014



Vic Schroter, P.Eng.
Director
Section 47.5, *Environmental Protection Act*

NC/

c: District Manager, MOE Sarnia
Christopher Scott, Suncor Energy Products Inc.

Exhibit B
Tab 4
Schedule 1
Appendix K

Email chain from August 21, 2014 to August 29, 2014

From: Kyle Pratt <kpratt@plympton-wyoming.ca>
Sent: Friday, August 29, 2014 2:04 PM
To: Phillips, Belinda
Cc: Scott, Christopher A; Kozak, Mark; Zimmerman, Dianne; Engel, Albert M.; Hood, Jody; McAfee, Dan; Brianna Coughlin; Inapper1@cogeco.ca; egillespie@gillespielaw.ca
Subject: RE: Suncor Agreement with Town of Plympton Wyoming

Dear Ms. Phillips.

The Town is prepared to seek feedback on any of its proposed by-laws. The issue of concern and to address your inquiry regarding timelines, is that the Town cannot commit to an exact timeline. The public process needs to run its course. In previous emails and conversations with Suncor staff, Plympton-Wyoming officials were constantly being told that we need to make decisions by certain dates. The public process is a pillar of a democratic society and needs to be done in an open and transparent manner.

By-law 46 of 2014, being a Building Permit By-law has been passed by Council and is in full force and effect. Please advise on what clarity you are seeking?

The Town welcomes any feedback or comments from Suncor when by-laws are distributed for public consultation.

Kind regards,

Kyle Pratt, MPA, CMM III, CHRP, CMO
Chief Administrative Officer
Town of Plympton-Wyoming
546 Niagara Street, P.O. Box 250
Wyoming, Ontario N0N 1T0
Phone: 519-845-3939
Toll Free (Ontario): 1-877-313-3939
Fax: 519-845-0597
Email: kpratt@plympton-wyoming.ca
Website: www.plympton-wyoming.com

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From: Phillips, Belinda [mailto:bephillips@suncor.com]
Sent: August-27-14 4:16 PM
To: Kyle Pratt
Cc: Scott, Christopher A; Kozak, Mark; Zimmerman, Dianne; aengel@foglers.com; Hood, Jody; McAfee, Dan; Brianna Coughlin; Inapper1@cogeco.ca; egillespie@gillespielaw.ca
Subject: RE: Suncor Agreement with Town of Plympton Wyoming

Dear Mr. Pratt,

Thank you for your email. If I am reading it correctly, it sounds like the Town is willing to work with Suncor on the bylaws and Insurance and Decommissioning Agreement, however this cannot be achieved by the Town within the current timelines. Can you confirm if that is the case? If that is the case, can you also provide me with a timeframe that the Town would be able to work within so that we can continue to progress this matter?

We would still be interested in understanding if the Town has any feedback on the agreement that our Solicitors had jointly proposed (see attached), especially in regards to its goal to bring clarity to bylaw 46 that has already been passed?

We all agreed at our last face to face meeting that we mutually seek to work together in a more cooperative fashion, and we remain committed to that objective. We are trying to understand how to do that from this point forward.

I look forward to your suggestions in that regard and we continue to remain available for discussions with the Town at your convenience.

Thank you,

Belinda Phillips

From: Kyle Pratt [<mailto:kpratt@plympton-wyoming.ca>]

Sent: Tuesday, August 26, 2014 12:35 PM

To: Phillips, Belinda

Cc: aengel@foglers.com; Scott, Christopher A; Hood, Jody; McAfee, Dan; egillespie@gillespielaw.ca; Brianna Coughlin; lnapper1@cogeco.ca

Subject: RE: Suncor Agreement with Town of Plympton Wyoming

Dear Ms. Phillips.

Thank you for your email dated August 25, 2014. As per my last email, the Town of Plympton-Wyoming Council met with the Town's legal counsel, Eric Gillespie to seek clarification and discuss next steps on the evening of Monday, August 25, 2014.

At this meeting it was determined that the Town is unable to work within the timeframes identified by Suncor. Therefore, moving forward, the Town will work with their Solicitor to execute any necessary by-laws and will distribute for public consultation at the appropriate time to ensure that the process is completed in an open and transparent manner. Please note that the municipality will not be seeking further comment from Suncor until the by-laws are ready for public consultation. We look forward to any comments at that time.

Warm regards,

Kyle Pratt, MPA, CMM III, CHRP, CMO
Chief Administrative Officer
Town of Plympton-Wyoming

546 Niagara Street, P.O. Box 250

Wyoming, Ontario N0N 1T0

Phone: 519-845-3939

Toll Free (Ontario): 1-877-313-3939

Fax: 519-845-0597

Email: kpratt@plympton-wyoming.ca

Website: www.plympton-wyoming.com

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From: Phillips, Belinda [<mailto:bephillips@suncor.com>]

Sent: August-25-14 12:24 PM

To: Kyle Pratt; Brianna Coughlin; lnapper1@cogeco.ca

Cc: aengel@foglers.com; Scott, Christopher A; Hood, Jody; McAfee, Dan; egillespie@gillespielaw.ca; Phillips, Belinda

Subject: RE: Suncor Agreement with Town of Plympton Wyoming

Dear Mr. Pratt,

Thank you for your email confirming the next step between the Town and Suncor.

Suncor looks forward to settling this matter with the Town. To that end Suncor has repeatedly offered, through its Lawyer to the Town's Lawyer, to be available to Town Staff, Town Council and the Town's Lawyer to answer any outstanding questions with respect to the proposed Insurance and Decommissioning Agreement ("Agreement"), including the schedules to the Agreement. Suncor has been prepared to do so since our meeting on June 12, 2014. Since that meeting, the Town's Lawyer and Suncor's lawyer have been working diligently drafting and amending the Agreement, but progress has stalled as of August 6, 2014 as Suncor is still awaiting the Town's comments on the August 6, 2014 draft of the Agreement. My email to you of last Thursday was to ensure that the proposed Agreement would be on the meeting agenda for the August 25th and 27th Town Council meetings so that Suncor could receive Town Council's feedback on the August 6, 2014 draft of the Agreement.

Suncor has in good faith requested extensions to its costs submission deadline 4 times during these settlement discussions. The last extension was necessary because Suncor and our Lawyer have not yet received the Town's comments on the August 6, 2014 draft of the Agreement and because it appears that the Town wishes to give the public an opportunity to comment on any Agreement that Town Council reaches with Suncor prior to execution. To this end, Suncor requested its fourth and final extension to its costs submission deadline to September 19, 2014, to allow sufficient time for Town Council, Suncor and the public to fully explore the opportunity for the Town to enter into an agreement with Suncor. If an agreement is possible, Suncor expects Town Council to pass the required by-law or resolution to execute that agreement during the Town Council meeting of September 10, 2014. Given the possibility of last-minute requested changes inherent in any negotiation, Suncor simply wishes to make itself fully available to make decisions on any such changes by attending both the August 27, 2014 and the September 10, 2014 Town Council meetings.

In the meantime, Suncor looks forward to hearing from the Town's Lawyer after today's Town Council meeting, regarding its comments on the August 6, 2014 draft of the proposed Agreement, and whether Town Council agrees with the path forward to a settlement on September 10, 2014. To be clear, Suncor's position is that if a settlement is possible it will need to be agreed to and unconditionally executed on September 10, 2014.

We look forward to hearing back from you or your lawyer after your meeting today.

Regards,

Belinda

Belinda Phillips | Suncor Energy Inc. | Director, Wind Project Development & Operations
Ph 403.296.3155 | Cell 403.862.2064 | bephillips@suncor.com

From: Kyle Pratt [<mailto:kpratt@plympton-wyoming.ca>]
Sent: Friday, August 22, 2014 9:22 AM
To: Phillips, Belinda; Brianna Coughlin; lnapper1@cogeco.ca
Cc: aengel@foglers.com; Scott, Christopher A; Hood, Jody; McAfee, Dan; egillespie@gillespielaw.ca
Subject: RE: Suncor Agreement with Town of Plympton Wyoming

Dear Ms. Phillips.

Thank you for your email regarding discussions between the Town of Plympton-Wyoming (“Town”) and Suncor Energy Inc. (“Suncor”). I understand from your email that you have not been apprised of the next steps between the Town and Suncor.

Please be advised that I received a call from Chris Scott at 10:45 a.m. on Thursday, August 14, 2014 where Chris noted that Suncor has been unsuccessful in reaching the Town’s Lawyer Eric Gillespie, and that in his opinion the Lawyer to Lawyer communication is not proving to be successful. In respect to Mr. Scott’s comments, I informed him that I would personally touch base with the Town’s Lawyer and Mayor Lonny Napper and advise Mr. Scott of next steps. That same day I left Mr. Scott a voicemail.

On Friday, August 15, 2014 at 11:45 a.m., Mr. Scott returned my call where I provided him with an update regarding my discussions with the Town’s Lawyer and Mayor Napper. In this discussion I provided Mr. Scott with clear direction on next steps and confirmed that the Town was in receipt of the most recent draft of the proposed Insurance and Decommissioning Agreement between Suncor and the Town, including the schedules to the agreement. Mr. Scott informed me that he would be reporting our discussion back to you. Likewise, I reported our discussion back to Mayor Napper and the Town’s Lawyer Eric Gillespie. It is unfortunate that the details of our discussion did not get back to you.

Therefore, as explained to Mr. Scott on Friday, August 15, The Town of Plympton-Wyoming will be meeting with the Town’s Lawyer on Monday, August 25, 2014, subject to solicitor client privileged information, to discuss items such as some of the terminology in the agreement and to provide members of Council the opportunity to pose questions regarding the agreement to the Town’s Lawyer. Subject to these discussions and the direction of Council at their August 25 Council Meeting, the Town or the Town’s Lawyer will be in touch with Suncor to discuss next steps. Again, as explained to Mr. Scott, anything in addition to this at this juncture is premature, as the discussion and decisions made at the Monday, August 25, 2014 Council meeting will set the future course for the Town.

Regards,

Kyle Pratt, MPA, CMM III, CHRP, CMO
Chief Administrative Officer
Town of Plympton-Wyoming
546 Niagara Street, P.O. Box 250
Wyoming, Ontario N0N 1T0
Phone: 519-845-3939
Toll Free (Ontario): 1-877-313-3939
Fax: 519-845-0597
Email: kpratt@plympton-wyoming.ca
Website: www.plympton-wyoming.com

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From: Terakita, Carolyn [<mailto:CTerakita@Suncor.com>] **On Behalf Of** Phillips, Belinda
Sent: August-21-14 3:46 PM
To: Kyle Pratt; Brianna Coughlin
Cc: aengel@foglers.com; Scott, Christopher A; Hood, Jody; McAfee, Dan; egillespie@gillespielaw.ca; Phillips, Belinda
Subject: Suncor Agreement with Town of Plympton Wyoming

Dear Ms. Coughlin and Mr. Pratt,

Suncor is writing to you directly, because our lawyer, Albert Engel, has not received confirmation from the Town of Plympton-Wyoming's lawyer, Eric Gillespie, of the following:

- 1) That the Town has received the most recent draft of the proposed Insurance and Decommissioning Agreement (the "Agreement") between Suncor and the Town, including all schedules to that Agreement, that were emailed to Mr. Gillespie on August 6th, 12th and 18th, 2014; and
- 2) The path forward in Suncor's settlement discussions with the Town since the Town Council meeting of August 13, 2014 on which date Mr. Gillespie was unavailable to assist the Town with resolution discussions.

As a result of this lack of confirmation from Mr. Gillespie, Suncor is filing this request to be placed on the agenda for the Town Council meetings scheduled for Monday, August 25, 2014 and Wednesday, August 27, 2014.

The Town may then circulate for public comment, for consideration at the September 10, 2014 meeting of Town Council. Suncor considers the September 10, 2014 as the final deadline for the Town and Suncor to execute the Agreement, in order to avoid Suncor's costs submission deadline of September 19, 2014.

Suncor understands that Mr. Gillespie is to be discussing the most recent draft of the proposed agreement between Suncor and the Town in-camera on Monday, August 25, 2014.

Suncor requests that the most recent draft of the proposed Agreement between Suncor and the Town also be discussed in an in-camera session during the August 27, 2014 Town Council meeting.

Suncor requests the ability to be present and discuss any outstanding issues that Town Council may have with the agreement at the Town Council meetings scheduled for Monday, August 25, 2014 and Wednesday, August 27, 2014.

Attached, please find the most recent draft of the proposed agreement between Suncor and the Town, including Schedules A and B to that agreement. Schedules C and D will be emailed to you in subsequent emails due to their size.

Suncor is submitting this request to you directly, pursuant to Section 5.1 of the Town's Procedural By-Law Number 22 of 2011.

In the alternative, if you are unable to confirm that this matter will be discussed on August 25, 2014 with Mr. Gillespie in-camera and on August 27, 2014 with Suncor in-camera, then Suncor requests, pursuant to Section 6.1 of the Town's Procedural By-Law Number 22 of 2011, permission to present a delegation to Town Council on August 27, 2014 to present the attached agreement.

We look forward to hearing back from you at your earliest opportunity.

Thank you,

Belinda Phillips

Belinda Phillips | Suncor Energy Inc. | Director, Wind Project Development & Operations
Ph 403.296.3155 | Cell 403.862.2064 | bephillips@suncor.com