ERO#013-4265

Thank you for the opportunity to give input into this amendment. The input that I am giving is solely as an individual and represents my personal viewpoint only.

Please accept the following items in this regard:

1. Municipalities must be free to establish and manage their own municipal planning with their own rules, and to make their own decisions for new and existing large renewable energy projects, with the ability to negotiate additional standards with the proponent, beyond those laid out in provincial and federal regulations
2. This amendment should also include turbine projects for turbines that have not yet received building permits OR the foundation has not yet been effectively completed, regardless of any REA presently in place. The REA is an agreement that was made without consent from the municipality. It goes against the purpose of the Repeal of the Green Energy Act to deny municipalities the ability to make decisions (though grandfathering) on pre-construction projects. The ability to stop renewable energy project that are pre-construction was a promise made by our Premier. The cost to rate payers over the life of these contracts will far outweigh any short term cost the province may have to incur to cancel the contract immediately, should this be the desire of the local municipality. The decision to continue forward with any pre-construction turbines should be the decision of the municipality (as per the spirit of the Repeal and the promise of our premier), not imposed by the province because of any existing REA or other agreement. The municipality in this instance could choose to stop, renegotiate, or allow to continue any pending project, but this decision should be the municipality’s alone, relative to this amendment and the Repeal.
3. Municipalities with existing renewable energy installations must be required to establish clear and exhaustive by-laws immediately to better manage the installations. Municipalities with pending projects must be required to establish clear and exhaustive by-laws, with substantial public consultation and contribution, before construction can begin. No contract, regardless of its time of signing, for pending pre-construction projects or projects that will not be completed before July 1, 2019, can override, circumvent or be grandfathered in contravention of these newly introduced bylaws. Instead the contract must meet the conditions of the bylaw or be renegotiated after the adoption of the new bylaws before the contract can be considered to be fully in effect and binding. A pending project is considered to be a project for which building permits have not yet been issued OR foundations have not yet been completed or the construction will not complete before July 1, 2019, regardless of any existing contracts. Any breach of contract concerns are to be resolved between the proponent and the province, who, through the GEA, effectively controlled the conditions and authorization of the creation and content of the contract.
4. Given the magnitude and potential impact of LRPs on a municipality, the municipality must have the right to consider petitions, referendums and the like to make decisions on whether an LRP will go forward or to determine the conditions under which an LRP will be allowed to go forward, regardless whether this adds to or overrides existing zoning or other municipal by-laws. All such input should ensure substantial public input, transparency of information and ample time for public input to be fully heard and considered.
5. Measurements, tools, standards and technology must be in place to adequately assess and monitor Industrial Wind Turbines noise including for low frequency and infrasound. No wind turbine should be allowed to be constructed without this technology. With this technology in place, standards and regular monitoring schedules must be in place to ensure the health and safety of populations living in the surrounding area or who is required to be in the area due to employment or other obligatory reason. Measurement capabilities must also be in place to resolve public disputes and complaints.
6. The municipality must have the authority, within and in addition to provincial and federal regulations, to manage the ongoing land use and activities on and around the property that contain renewable energy installations. This authority will allow the ongoing health and safety of local ratepayers and the health and wellbeing of the municipality as a whole. The following details should either be specified in the amendment, or the authority of the municipality should allow the municipality to put the following details, and other like detail into effect:
   1. A turbine is considered to be in a state of disrepair when:
      1. It does not generate electricity, or generates < 75% on average of its normal expected production rate relative to existing wind conditions, due to broken or non-performant equipment, components or structure.
      2. It is found to fall outside of its prescribed health, safety and operating standards, including sub-sound, infra-sound and all other noise generation and vibration standards.
      3. It has been tested by the municipality or any other qualified party and found to be performing, or potentially performing, outside of its accepted performance standards.
   2. Any wind turbine that remains in a state of disrepair for a period of time of 9 months or longer is considered to be at end of life and must be taken down completely at the expense of the wind turbine company, including the complete removal of the turbine, mast and any foundation, or other structure, above grade within 12 months of being deemed at end of life. Expenses must cover any and all costs associated with transport of equipment and turbine parts to and from the site, including the restoration of any damage to roads, municipal property or property other than that of the property leasee owner. After the removal of a wind turbine all land use contracts with the original land owner must be cancelled and any liens on the property removed at the proponent’s expense.
   3. The replacement, enhancement or substantive alteration of a wind turbine design, settings or components, whether for repair or upgrade, will require the new turbine in its entirety to comply with all current health, safety and operating standards, including sub-sound, infra-sound and all other noise generation and vibration standards.
   4. Any repair or upgrade of a wind turbine or its supporting structure will require a permit to be issued by the municipality and post repair/upgrade tested to be conducted and passed to the satisfaction of the municipality. The wind turbine company will bear the cost of all tests and the firm conducting the tests will be assigned or approved by municipal council.
   5. When the repair or upgrade of a wind turbine expects, or causes, the specifications of the turbine to change by 5% or more, the municipality will require the wind turbine company to conduct and pass all appropriate environmental studies, including at least one public consultation to review the results of the study. The wind turbine company will bear the cost of all studies and the firm conducting the studies will be assigned or approved by municipal council. If the study reveals potential issues that could incrementally affect the environment or the health and safety in the surrounding area and recommends mitigation to overcome these issues, the wind turbine company is required, at their expense, to meet these recommendations by, returning the turbine’s performance to fall within the accepted guidelines, shutting down and decommissioning the turbine (including demolition) or by mitigating the potential impact through other means acceptable to the municipality.
   6. Substantive maintenance procedures, including but not limited to oil changes, rotor repair, blade changes or recalibration, replacement of electronic devices or components, etc will require a permit to be acquired from the municipality. As part of this process post maintenance inspection and operating standards tests, including but not limited to safety standards, including sub-sound, infra-sound and all other noise generation and vibration standards, must be conducted to the satisfaction of the municipality. Tests must, as a minimum, ensure the operating performance of the turbine falls within either their pre-maintenance guidelines, or the current standard guidelines. Should maintenance activity result in the replacement of major functional or electrical components, the maintenance will be deemed to be a repair or upgrade and the turbine will be required to pass current standards and guidelines only.
   7. The municipality reserves the right to conduct regular and random testing of any or all wind turbines using any reasonable method they will. Should the test reveal any actual or potential concerns indicating that the turbine is not performing within the accepted guidelines, the wind turbine company is required to rectify the issue within 15 days of reporting ad demonstrate its restored performance to the satisfaction of the municipality. In the event of a reported concern, the turbine will be considered to be in a state of disrepair starting the day the wind turbine company was informed of the issue.
   8. Any repair, upgrade, maintenance, or any other activity that requires the use of non-standard or oversized vehicles or equipment to be used within the municipality will require a permit to be obtained from the municipality before the activity can commence and the municipality will be required to assess any potential harm, damage or alteration of municipal property, or property that falls under the management of the municipality, in order to strike an agreement with the wind turbine company to cover any and all costs incurred by the activity.
   9. In the event that the environment, including above grade, grade level, or below grade, including water and aquifers, exhibits a meaningful negative shift in its state or wellbeing and a wind turbine within 3 km of the event is found to be performing outside of its accepted operating standards, the wind turbine will automatically be implicated as a potential cause to the event and it will be the responsibility of the wind turbine company to prove, to the satisfaction of the municipality, that they were not the cause. If unable to prove that the suspect turbine was not the cause, the wind turbine company accepts total responsibility to rectify the issue, to the satisfaction of the municipality, within a reasonable time frame of not longer than 6 months.
   10. When a wind turbine reaches its natural end of life, up to but not exceeding 20 years after initial installation of any or all parts of the wind turbine structure, the wind turbine company is required to establish an End Of Life Maintenance Schedule, designed in partnership with, and to the satisfaction of, the municipality, including a regime of regularly scheduled tests and maintenance activities that may differ from, or be in addition to, any existing tests or maintenance schedules. The goal is to ensure the turbine continues to perform within accepted standards in all respects and looks to minimize potential risks that may come with stress, fatigue or wear and tear of an aging turbine system.