



THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 66-2010

BEING A BY-LAW TO ADOPT A WIND TURBINE DEVELOPMENT POLICY FOR
THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH.

WHEREAS the Council of the Township of Ashfield-Colborne-Wawanosh deems it expedient to establish a Wind Turbine Development Policy.

NOW THEREFORE the Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh enacts as follows:

1. The Corporation of the Township of Ashfield-Colborne-Wawanosh hereby adopts the Wind Turbine Development Policy contained in the attached Schedule 'A' to this by-law.
2. The By-law shall come into full force and effect upon its final passage.
3. This By-law may be cited as the 'Wind Turbine Development Policy By-law.'

Read a FIRST and SECOND time this 21st day of December, 2010.

Read a THIRD TIME and FINALLY PASSED this 21st day of December, 2010.



Appointed Chair, Councillor Barry Millian



Administrator/Clerk-Treasurer, Mark Becker

THE CORPORATION OF THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH

POLICIES & PROCEDURES MANUAL

SECTION: General

POLICY: Wind Turbine Development

COVERAGE: This policy will govern all development under the jurisdiction of the Township of Ashfield-Colborne-Wawanosh.

Policy Statement:

The Township of Ashfield-Colborne-Wawanosh shall protect the public and municipal infrastructure from the impact of the development of Wind Energy Facilities.

Contents:

1. Definitions

Wind Energy Facility – shall mean any devices, and related equipment that is used, or designed to be used, for the production of electrical power where wind is the energy source, including one or more wind turbines, vertical axis wind turbines and horizontal axis wind turbines, which have a collective name plate capacity exceeding 50 kilowatts (kW).

2. Responsibility of the Developer

That the Developer enters into an agreement with the Township of Ashfield-Colborne-Wawanosh to satisfy all the requirements, financial and otherwise, of the Township concerning the development.

3. The Agreement

That agreement shall include but not be limited to the following clauses. This is a general description and more or less detail and requirements maybe included in the final agreement.

Construction Part – which shall include all requirements prior to commencing construction.

Haul Routes – which shall include details on haul routes which shall be approved by the municipality.

Private Access Roads – shall include locations.

Electrical Distribution System – shall address any electrical distribution system required as part of the development. All collection and distribution lines shall be underground.

Tree Preservation – shall meet the municipal requirements for a tree replacement plan.

Grading – shall meet the municipal requirements.

Lights – shall meet the municipal requirements.

Municipal Road Use – shall meet all municipal requirements for utilizing municipal roads.

Operation & Maintenance – shall meet the requirements for the safe operation and maintenance of the development including emergency response plans.

Decommission – shall include a plan for decommissioning and removing all installed facilities and restoring the used lands, including securities acceptable to the municipality.

Community Development Contribution – shall include a negotiated annual payment to the municipality to be used for community betterment projects as determined by the municipality based on the nameplate rating capacity, along with an annual CPI inflationary factor.

Costs – any cost incurred by the municipality with respect to the development shall be borne by the developer. The Developer shall deposit an amount of \$25,000 with the Township.

Future Development and Re-Development – wind turbines on participating properties must be located so that any non-participating property has at least 200 metres deep, on the road-access side, across the full width of the property, suitable for construction of a facility for human occupancy on the road-access side of the non-participating property.

General Provisions – shall include all other requirements.

Insurance – shall include any requirements the municipality may require.

Liability – shall save harmless the municipality and its representatives from all actions, causes of actions, suits, claims, cost, interest and demands whatsoever which may arise either directly or indirectly by reason of the agreement.

Security – shall include all securities as may be required, but will include, and shall not be limited to, construction, maintenance, and decommissioning.

4. Site Guidelines

Council will evaluate the suitability of the location and land use compatibility of proposed commercial wind energy facility and require the following:

Commercial Wind Energy Facilities are permitted in Rural Areas and may be permitted in Agricultural Areas where they can be located on land of lower agricultural capability or ensure the continued use of prime agricultural land for farm use and minimize the loss of production farm land.

The Township of Ashfield-Colborne-Wawanosh has established the following General Provisions for Wind Energy Facilities:

Site Provisions:

	Feature	Provision
1	Minimum Setback to Settlement Areas (those listed in the Township of Ashfield-Colborne-Wawanosh Official Plan), and to any other collection of six or more full-time and/or seasonal/recreational facilities intended for human occupancy).	2000 meters (6600 ft.)
2	Minimum setback to all other residential uses or structures designated for human habitation, including areas zoned "future development".	1000 meters (3300 ft.) (1)

Note 1. Setback to residential structures may be greater if the structure lies within the line of prevailing winds or multiple Wind Energy Facilities. Dampening software may be required on Wind Energy Facilities to mitigate noise issues.

Date of Issuance: December 2010