

## OBWF Backgrounder for Landowners

### FREQUENTLY ASKED QUESTIONS

1. I am a landowner. What do I do if I am approached by a wind developer representative or product literature?

- A. The most important thing to remember is that these are salesmen out to entice you. Your best defense is education. It is human nature to look at the potential income and not look objectively at why it is being offered. Do not sign anything without investigating both sides of the situation. Wind development is a very controversial issue, and covers many different political, legal, environmental and health issues – OBWF can provide you with information, contacts, and support to help you make an informed decision regardless of which “side” you are on. Talk to us as well as talking to the wind developer.

2. The wind developer has left some contracts with me to review and I am confused by them, what do they mean?

- A. Typically there will be two contracts – one is an Option (or License), the other is a Ground or Site Lease. The Ground/Site Lease is typically a “schedule” of the Option. Essentially, the Option agreement binds you (and any heirs or successors to your land) to the wind developer and gives them permission to enter and conduct any tests or surveys on your land during the option period, so that they can determine whether they want to use your land as part of a wind farm development. The Option period may be anywhere from 3 to 7 years. Should the company decide they want to use your land for one or more turbines, or for access roads, turbine equipment, or anything else related to their development, they will present you with a Ground/Site Lease. A Ground/site Lease states that you are allowing them use of your land for the purposes they have established, for duration of 15 to 40 years. The Option agreement you signed earlier binds you to accept and sign the Ground/Site Lease. Typically you will be paid a small annual sum for the Option Agreement and a further annual sum for any turbine, transformer, access road or associated equipment once the wind farm is commissioned, for the duration of its operational life.

3. The wind developer has (or has not) suggested I see a lawyer before I sign the contracts, but that will cost me money, do I really need to?

- A. It is critical that you get independent legal advice before you sign any of these contracts. OBWF has reviewed contracts from 5 wind developers that have approached landowners in this area in the last 5-6 years; they are ALL very one-sided in favour of the wind developer. Samples of these contracts have been posted on [www.obwf.ca](http://www.obwf.ca) website for general review

(note: it is possible that an individual negotiated landowner's contract may vary from the sample contracts posted).

These are very complex legal documents that touch on property zoning/taxation, land use, landowner's rights, family law, liability, construction, liens, easements, property title, etc. They require a lawyer with a broadly based knowledge of commercial and real estate law to interpret and explain the risks and ambiguities involved in these contracts in a manner you can understand. They are long-term contracts that will affect you now, and your family long into the future. Your own personal or family lawyer may not be equipped to provide sound legal advice on contracts like these. OBWF can provide general information on these contracts to better equip you to discuss them with your lawyer, and help you understand.

4. I am not sure who or what to believe: I hear a lot of community concern about health and environmental concerns with wind turbines, but the wind developer is showing me all these official reports that wind generation is safe and green.

A. Wind generation is a controversial issue. Wind turbines are reported to be 'free, green and safe power generation'. The only reviews that present conclusions that wind turbines are safe, have been commissioned by wind developers or interested parties. Any claims that there is "no scientific evidence directly linking health issues to wind turbines" is based on the fact that, so far, no controlled scientific studies have been carried out. Evidence is growing around the world that wind turbines cause health and environmental concerns, and that they are financially unsound. Many concerned citizens and municipal governments have called for health studies to be carried out to substantiate claims of safety, but these calls have been continually ignored by the Ontario government.

Analyses have been carried out that demonstrate that wind development is not cost effective and will not result directly in a reduction of coal fired generation plants. They also will require round-the-clock back up power being made available from natural gas, nuclear and other power sources because they only produce power when the wind is blowing. OBWF can provide website links, references and information to help you understand the issues, including health, environmental, political and financial sides of wind generation.

5. Why are you interested in me as a landowner?

A. As a landowner, you have some control OVER your community, and you have a responsibility TO your community. If you and our neighbouring landowners refuse to support these wind development companies, then they will not be approved to build a wind farm. They require landowners to sign their contracts. The community is against the wind turbines, at least at the present time, while the health and environmental studies have not

been carried out, due to the mounting evidence of health risks; and because the tariffs paid for intermittent wind generation will ultimately impact our hydro rates.

Because of the Green Energy Act, once you sign an agreement, control of the wind development in your community passes to the hands of the Ministry of the Environment (MOE). Your municipal council has little say in the planning or the siting of turbines and the infrastructure that comes with them. The minimum setbacks required by the Green Energy Act are not based on scientific study, but on computer modeling of expected noise and vibration. But there is growing evidence that the true impacts of wind turbines may vary greatly from these models when they are actually on the land. And once one a wind farm receives MOE approval, it becomes easier for the existing project, or a new project, to grow and take over the community. Education of the issues and risks of the contracts are fundamental to protecting yourself and the community. Once these wind turbines are installed, the whole community, including yourself and your family, is subject to ANY negative effects of their operation for years to come.

6. The wind development company told me that everyone around me has signed their agreement, and I would be silly not to sign and “get in on the action”. What should I do?

- A. Firstly, if they claim everyone around has signed, ask for their names and talk to those landowners. The developers have been known to be misleading in their claims. You are completely justified in checking out their claims. Secondly, educate yourself, understand your contract, and understand the issues. OBWF can help and can also provide you with sample contacts. Visit existing wind farms that are operational. If you can, talk to landowners there, knock on their doors and ask their input. Also consider that a landowner with a turbine on his property may have a different viewpoint than a neighbour without a turbine. Not everyone that signs an agreement will get a turbine, there are many limitations regarding their siting that may preclude one on your property.

How would you feel if you signed a contract and didn't get a turbine, and your neighbour did? Would you still be supportive of them if you had to live amongst them, but without an income, especially if you or your family observed a decrease to your health or quality of life? Understand that these are long term commitments and will impact the future use of your land, your farming operation, and may impact your livestock if you have any. Realize that just because your neighbour signed, that does not mean it is the right decision for you. It's only if the community stands together that we can prevent the wind developers getting a foothold.

7. The wind development company told me a turbine would only use a few acres of land and I could farm around it – is that true?

A. Once the turbine is completed and in operation, the general rule of thumb is that it uses approximately 3 acres of land, depending upon where access roads to the turbine can be placed. During construction however, access roads are made up to 20 feet wide to accommodate the huge crane required for assembly, and there are staging areas for the ancillary equipment. All the construction results in excavation, compaction and disturbance to the ground and drainage tiling if installed. The wind developer is typically liable for remedy of the site post-construction, but full remediation of the site (ie: rocks, clay, proper drainage) to restore this area of your farmland to the condition it was prior to the construction may take years. This is work that you have to redo. Additionally, the Ground/Site Leases contain conditions affecting future erection of buildings and planting/control of trees within a significant distance of the turbine – these conditions must be factored into your long term decisions.

8. How do I find a lawyer who is knowledgeable about these contracts and who can provide me advice?

A. OBWF can provide you some names of lawyers that you could choose from. It must be noted, however, that any advice OBWF provides is for information only and it is the responsibility of the landowner to verify accuracy or applicability with their own independent legal counsel.