

Napanee Generating Station - Community Liaison Committee Terms of Reference – DRAFT ONLY

1.0 Purpose

The purpose of the Community Liaison Committee (CLC) is to:

- Provide a forum for TransCanada to provide timely information about the construction and operation of the Napanee Generating Station (NGS);
- Facilitate ongoing reporting to the community regarding compliance with the undertakings and mitigation commitments TransCanada has made regarding the construction and operations of NGS;
- Ensure that any issues or concerns relating to the facility's construction and operation are identified, discussed and resolved; and
- Provide a forum for meaningful and open dialogue and to share and exchange information in order to identify opportunities for improvements.

As outlined in the *Community Host Agreement*, the CLC will be established three months before the start of construction. The CLC will operate for a term of five years and may continue beyond this initial term as warranted. CLC members will sign on for a minimum term of two-years, with the possibility of renewal for a further two-year term.

2.0 Mandate

Specifically, the mandate of the CLC is to provide feedback to TransCanada on key aspects of the facility's construction and operations, including:

- Impact management procedures and plans;
- Emergency preparedness plans;
- Performance monitoring;
- Community consultation and communications plans; and
- Other relevant topics that TransCanada wishes to refer to the CLC for feedback or which community participants wish TransCanada to consider.

2.1 Topics for CLC Consideration

Specific topics and matters to be considered by the CLC will be summarized in the **CLC Work Plan**, which will be developed in consultation with the committee every six months.

3.0 Roles and Responsibilities

3.1 TransCanada's Commitment

Commitment to Community Involvement

TransCanada has been committed to consultation with the local community and stakeholders since the environmental approvals process began in late 2012. TransCanada will continue to take this approach throughout construction and operations, meeting with the CLC and other community stakeholders on an ongoing basis to encourage dialogue and to provide information. During the construction phase, municipal and agency staff input will be received through the formation of a Construction Coordination Committee.

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Guiding Principles

TransCanada is committed to the following principles in forming and operating the CLC:

Openness: Providing a forum for open dialogue on matters relating to NGS construction and operation.

Inclusiveness: Offering the opportunity for interested community participants to take part in the CLC as outlined in the *Community Host Agreement*.

Balance: Ensuring the CLC provides a forum for differing perspectives to be raised and discussed in a respectful manner.

Responsiveness: Striving to ensure that the CLC process is responsive to the needs and interests of its participants.

Accountability: Ensuring that TransCanada staff is able to respond to matters raised and provides timely responses and/or decisions.

Forming the CLC

In view of the above principles, TransCanada will undertake the following steps in forming the CLC:

- Personal contact with representatives of suggested groups as per the *Community Host Agreement*;
- Advertisements in local newspapers and on the NGS website; and
- A letter to each the Town of Greater Napanee Council and Loyalist Township requesting Council appoint elected representatives to participate in the CLC.

Working with the CLC

In working with the CLC, TransCanada will:

- Strive to provide accurate, comprehensible information to CLC members, such that they can obtain a clear understanding of matters pertaining to facility construction and operation, and can contribute informed feedback;
- Ensure that appropriate TransCanada personnel (or other resource people) are present at discussions on specific issues or components of facility construction and operations;
- Ensure that the input received from the CLC is considered by TransCanada as part of facility construction and operations plans;
- Be open, receptive, and give careful consideration to feedback and ideas received from CLC members.

3.2 CLC Members

As a CLC member, each participant will:

- Consider any matters, issues or information referred to them by TransCanada relating to facility construction and operations, and provide feedback as requested;
- Liaise with the organization they represent (if applicable) and bring forward issues, feedback, or comments from their organization to the CLC. This will assist TransCanada in keeping the local community and apprised of information about NGS;
- Strive to operate in a consensus mode, where participants openly discuss views and opinions, and seek to develop common ground and narrow areas of disagreement to the best of their ability;
- Ensure that the results of CLC discussions are accurately recorded in the meeting records, or in additional reports that members may determine are needed; and

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- Prepare for meetings by reviewing any materials provided in advance.

3.3 Reporting Relationship

The CLC acts as an advisory capacity to TransCanada, and is not responsible for the decisions made by TransCanada.

By participating as members of the CLC, members are not expected to waive their rights to the democratic process, and may continue to avail themselves of participation opportunities through other channels.

4.0 Membership

The following are the terms and conditions of CLC membership:

- Membership is voluntary and open to participants who accept the terms and conditions outlined in in the CLC Terms of Reference;
- Members are expected to be inclusive, constructive, and cooperative;
- Members issues, feedback, or comments shall be provided to improve the execution of the project and not used to oppose, delay or otherwise frustrate the project development;
- New members must accept the past deliberations and feedback of the CLC prior to their involvement;
- Members are requested to complete the “CLC Membership Acceptance” form to indicate acceptance of these terms and conditions and CLC Terms of Reference;
- The committee is a voluntary commitment with no compensation for participation; and
- Members are expected to attend the meetings or send a replacement if a participant cannot attend to ensure the continued effectiveness of the committee.

The suggested representation of the CLC is as follows, as per the *Community Host Agreement*:

- TransCanada Energy Ltd;
- Two elected representatives from Greater Napanee Municipal Council, as appointed by Council;
- One appointee from each of the following:
 - Loyalist Parkway Association;
 - L&A Stewardship Council (formerly L&A Land Care);
 - Napanee Chamber of Commerce;
 - Elected representative from Loyalist Township; and
 - Resident of Greater Napanee residing outside the geographic limits in Part 4 below, as appointed by Town Council.

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- Two residents;
 - one residing in Greater Napanee within 3 km of the NGS site; and
 - one residing in Loyalist Township.

4.1 Membership Term

Membership on the CLC will commence with Meeting #1 in early 2015 and will be effective for a two year term, with the possibility of renewal for a further two-year term. Changes to membership, including acceptance of new members will be decided at the discretion of TransCanada. If any of the above positions sit vacant for any period of time, the remaining members may continue with regular meetings, notwithstanding the vacancy.

5.0 Facilitation and Secretariat

Facilitation and secretariat services for the CLC will be provided by TransCanada. These services will include:

- Organization and facilitation of CLC meetings;
- Distribution of meeting notices and CLC contact list management;
- Development of meeting agendas and other support materials;
- Posting CLC materials (e.g. Agendas, Minutes, Reports, Presentations, etc.) on the NGS website; and
- Record keeping and notes of CLC meetings.

6.0 Meetings

6.1 Frequency

CLC meetings will be held a minimum of quarterly during the construction phase and every 6 months once commercial operations have commenced, or as required. Meeting dates and topics will be determined in consultation with CLC members as part of development of the CLC's Work Plan.

6.2 Format

The meetings will be held in a local facility during the evening hours for two hours in length (ex. 6:30 to 8:30 p.m. – to be confirmed). CLC meetings will function in a workshop/roundtable format.

6.3 Mode of Operation

A consensus-based approach will be the operating mode for the CLC. If consensus is not achieved, differing perspectives and feedback will be recorded and reported in the CLC meeting record.

6.4 Administrative Activities

TransCanada will pay for routine expenses associated with the administrative activities of the committee, facsimile, notices, photocopying, meeting room bookings, and other similar expenses.

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6.5 Minutes

CLC meeting minutes will be taken by a representative of TransCanada. Meeting minutes will be circulated to CLC members following each meeting for review and comment. Meeting minutes are subject to approval by the CLC at the following meeting. Approved meeting minutes will be posted on the NGS website.

7.0 Dispute Resolution

TransCanada will strive create an environment where participants openly discuss views and opinions, seek to develop common ground and narrow areas of disagreement to the best of their ability. In the event of a dispute between CLC members or between CLC members and TransCanada (or its consultants or contractors), TransCanada will strive to resolve issues between the parties involved and/or recommend specific issue resolution approaches or mechanisms. In the event that a resolution is not achieved, TransCanada will engage a third party facilitator to assist with achieving a resolution and to conduct meetings from that point onward to the end of the 5 year term. If the facilitator is not able to resolve the dispute and the dispute impedes and continues to frustrate the functional capability of the CLC, then the CLC shall be disbanded.

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