



**Fundy Ocean Research Centre for Energy
(Minas Basin Pulp and Power Co. Ltd.)**

Environmental Assessment Registration Document -

Fundy Tidal Energy Demonstration Project Volume II: Appendices

Project Number 107405

June 2009

Minas Basin Pulp and Power
Volume II: Appendices
Fundy Tidal Energy Demonstration Facility

Prepared by:

AECOM Canada Ltd.

1701 Hollis Street, SH400 (PO Box 576 CRO), Halifax, NS, Canada B3J 3M8
T 902.428.2021 F 902.428.2031 www.aecom.com

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Appendix 1:

**Fundy Tidal Energy Demonstration Facility Federal –
Provincial Environmental Assessment Agreement (Draft)**

**Fundy Tidal Energy Demonstration Facility
Federal-Provincial Environmental Assessment Agreement**

Draft (Final signed Agreement not available at time of Submission)

This Agreement dated this _____ is made in quadruplicate

AMONG

Her Majesty the Queen in Right of the Province of Nova Scotia

as represented by the Minister of Environment, hereinafter referred to as "NSE"

OF THE FIRST PART

AND

Her Majesty the Queen in Right of Canada

as represented by the Minister of Fisheries and Oceans Canada, the Minister of Transport Canada, and the Minister of Environment Canada, hereinafter referred to as "DFO", "TC", and "EC".

OF THE SECOND PART

Whereas the Minister of Environment, Nova Scotia, may, pursuant to Section 47 of the Nova Scotia *Environment Act*, enter into an agreement with DFO, TC and EC to conduct a joint environmental assessment review where the proposed undertaking is also subject to review requirements of DFO, TC and EC.

Whereas DFO, TC and EC, may, pursuant to Section 12.(4) of the *Canadian Environmental Assessment Act* cooperate with NSE respecting the environmental assessment where the proposed undertaking is also subject to review requirements of NSE.

Whereas the joint assessment allows the parties to coordinate the environmental assessment and adopt, for the purposes of the review, all or part of the regulatory procedures for environmental assessment, including time frames.

Whereas Minas Basin Pulp and Power (the Proponent), proposes to construct and operate a Tidal Energy Demonstration Facility to demonstrate Tidal In-stream Energy Conversion (TISEC) devices located on the seabed in Minas Passage in the vicinity of Black Rock (east of Cape Sharp) at Parrsboro, Nova Scotia. Common infrastructure shared by the three in-water berths for these devices will include a power substation, a power line connecting to a distribution system, monitoring systems/Scada, an upgrade of existing telecommunications infrastructure and three individual undersea power cables terminating at each of the TISEC devices.

Whereas under Nova Scotia's, *Environmental Assessment Regulations* made under the *Environment Act*, the proposed facility is designated as a Class I undertaking. Under the

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Regulations, the proponent must register the proposed undertaking for an environmental assessment.

Whereas the federal government (or who makes that decision if it is a federal agency list it) have determined that a screening level environmental assessment must also be conducted pursuant to clause 5(1)(d) of the *Canadian Environmental Assessment Act* (CEAA) because consideration is being given to issuing the following approvals, permits or authorizations for the purpose of enabling the project in whole or in part:

- DFO: *Fisheries Act* Authorization(s);
- TC: *Navigable Waters Protection Act* Section 5(1)(a) (approval for works affecting a navigable waterway); and
- EC: *Canadian Environmental Protection Act* Section 127(1) (Ocean Disposal Permitting)

Therefore it has been determined that in accordance with the federal legislation, DFO, TC and EC will be the responsible authorities (RAs) for the CEAA screening.

The Parties have agreed to designate preparation of an EA information requirements document to the Proponent. The document will be agreed upon by the Parties and will detail information necessary from the Proponent to ensure that the Parties respective environmental assessment requirements are met.

The Parties have agreed to work together with the Proponent to ensure that the Proponent prepares one environmental assessment document that contains all the details necessary to meet the requirements of the CEAA and the requirements for registration of a Class I undertaking pursuant to Section 9 the *Environmental Assessment Regulations*.

The Parties, or their designates, agree to establish a workplan that will set out a timeline whereby both Parties will strive to reach a coordinated decision on the proposed undertaking within 90 calendar days of registration of the undertaking. The workplan is attached as Appendix "A" to this Agreement.

Despite this Agreement, the Parties shall retain their respective legislative decision-making authority with respect to the proposed undertaking.

The Parties, or their designate, agree to consult with each other during the environmental assessment process and prior to announcing their respective decisions.

The Parties may amend this Agreement, subject to acceptance by all Parties. A Party, without the consent of the other Parties may, upon thirty (30) days written notice, withdraw from this Agreement and complete an independent environmental assessment.

This Agreement is not intended to be a legally binding instrument or give rise to any legal rights not otherwise held by the Parties.

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This Agreement may be executed in quadruplicate counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same original agreement.