



National Energy
Board

Office national
de l'énergie



Environmental
Assessment Office

ENVIRONMENTAL ASSESSMENT EQUIVALENCY AGREEMENT

PARTIES:

NATIONAL ENERGY BOARD
("NEB")

AND

ENVIRONMENTAL ASSESSMENT OFFICE OF BRITISH COLUMBIA
("EAO")

WHEREAS certain Projects are subject to the *National Energy Board Act* and also may meet or exceed thresholds established pursuant to the British Columbia *Environmental Assessment Act*, S.B.C. 2002, c. 43 ("BCEAA");

WHEREAS the Parties wish to promote a coordinated approach to achieve environmental assessment process efficiencies with respect to such Projects;

WHEREAS sections 27 and 28 of the BCEAA allow the British Columbia Minister of Environment to enter into an agreement regarding any aspect of environmental assessment with Canada or its agencies, boards or commissions and provides for accepting another party's or jurisdiction's assessment as being equivalent to an assessment required under the BCEAA;

WHEREAS any assessment of a Project pursuant to the *National Energy Board Act* would take into account any comments submitted during the assessment process by the public and Aboriginal peoples; and,

WHEREAS the Minister's section 27 powers have been delegated to the Executive Director of the EAO.



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NOW THEREFORE:

1. In this Agreement,

“Project” means a project that constitutes a reviewable project under British Columbia’s *Reviewable Projects Regulation*, B.C. Reg. 370/2002, including but not limited to:

- i. an electric transmission line;
- ii. a transmission pipeline;
- iii. an off-shore oil or gas facility;
- iv. a natural gas processing plant; or,
- v. an energy storage facility;

as defined in the *Reviewable Projects Regulation*, where the Project also requires a decision on whether or not to approve the Project pursuant to the *National Energy Board Act*.

2. EAO accepts under the terms of this Agreement that any NEB assessment of a Project conducted either before or after the effective date of this Agreement, constitutes an equivalent assessment under sections 27 and 28 of the BCEAA.
3. The BCEAA and the regulations enacted under it, are deemed to be varied in their application to or in respect of Projects subject to this Agreement to the extent necessary to accommodate this Agreement, and the Projects to which this Agreement applies do not require assessment under the BCEAA and may proceed without a BCEAA certificate.
4. The Parties agree to develop a joint strategy to enhance the exchange of information related to proposed Projects covered by this Agreement. The NEB will notify the EAO on receipt of an application for a Project that would potentially be covered by this Agreement, and subsequently of any NEB decision on whether or not to approve the Project.



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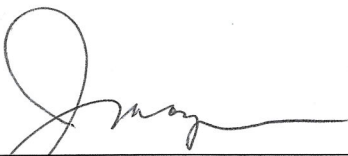
- 5. This Agreement is not to be interpreted in a manner that would fetter the discretion of statutory decision-makers. Projects covered by this Agreement must still obtain all applicable British Columbia provincial permits or authorizations.
- 6. Either Party may terminate this Agreement upon giving 30 days written notice to terminate to the other Party. The termination of this Agreement will not affect the acceptance of equivalency for any Project that has received a decision on whether or not to approve the Project pursuant to *the National Energy Board Act* prior to the date of termination.
- 7. EAO and NEB will post this Agreement on their respective public websites.
- 8. The Parties agree that, effective the date below, this Agreement replaces and supersedes the agreement executed by the Parties as of November 26, 2008.

THIS AGREEMENT is dated for reference the 21st day of June, 2010.

SIGNED:



 Gaetan Caron
 Chair and CEO
 NATIONAL ENERGY BOARD



 John Mazure
 Executive Director
 ENVIRONMENTAL ASSESSMENT OFFICE
 PROVINCE OF BRITISH COLUMBIA