

**CANADA-BRITISH COLUMBIA
ENVIRONMENTAL OCCURRENCES NOTIFICATION AGREEMENT
(the "Agreement")**

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF CANADA

as represented by the Minister of the Environment
("Canada")

AND

HIS MAJESTY THE KING IN RIGHT OF BRITISH COLUMBIA

as represented by the Minister of Emergency Management and Climate Readiness for British Columbia
("British Columbia")
(individually referred to as a "Party" and collectively as, the "Parties")

WHEREAS both Canada and British Columbia are committed to attaining the highest level of environmental quality as a means to enhance the health and well-being of Canadians and to preserve the natural environment;

WHEREAS the Canadian Council of Ministers of the Environment endorsed the *Statement of Interjurisdictional Cooperation on Environmental Matters* (1990) to provide an overall framework for effective intergovernmental cooperation on environmental matters;

WHEREAS Canada and British Columbia recognize that there is a benefit to adopting a cooperative approach to reduce administrative duplication resulting from comparable legislative and regulatory provisions and that there is a need to specify the procedures of this approach in an agreement;

WHEREAS the Designation Order made under section 43.2 of the *Fisheries Act* designates the Minister of the Environment for Canada as the Minister responsible for the administration and enforcement of subsections 36(3) to (6) of the *Fisheries Act* for all purposes and subject matters, except for the following for which the administration and enforcement remains with the Minister of Fisheries and Oceans for Canada:

- (a) the construction, operation, modification and decommissioning of, and other activity in relation to, an aquaculture facility, and any resulting effects of those activities on the waters frequented by fish; and
- (b) the control or eradication of any aquatic invasive species or aquatic species that constitute a pest to the fisheries;

WHEREAS section 9 of the *Canadian Environmental Protection Act, 1999*, S.C. 1999, c. 33 (*CEPA, 1999*), authorizes the Minister of the Environment for Canada, with the approval of the Governor in Council, to enter into an agreement with a government with respect to the administration of *CEPA, 1999*;

WHEREAS section 4.1 of the *Fisheries Act*, R.S.C. 1985, c. F-14, authorizes, by virtue of the Designation Order, the Minister of the Environment for Canada, to enter into agreements with the government of a province to further the purpose of this Act;

WHEREAS paragraph 4(2)(e) of the *Emergency Program Act*, R.S.B.C. 1996, c. 111, authorizes the Minister of Emergency Management and Climate Readiness for British Columbia to enter into agreements with the government of Canada or of any other province, or with any agency of such a government, dealing with emergency plans and programs;

WHEREAS the Governor in Council, by Order in Council No. P.C. 2022-1059, dated the 7th day of October, 2022, has approved that the Minister of the Environment for Canada, on behalf of Canada, enter into this Agreement with British Columbia;

AND WHEREAS a Canada-British Columbia Environmental Occurrences Notification Agreement was signed by the Minister of the Environment for Canada on January 31, 2017, and by the Minister of Transportation and Infrastructure for British Columbia on February 16, 2017, and expired on March 24, 2021 (the "Previous Agreement").

NOW THEREFORE, in consideration of the mutual premises contained in this Agreement, the Parties agree as follows:

1.0 INTRODUCTION

This is an Agreement between Canada and British Columbia establishing procedures for the receipt and timely transfer of information between the Parties concerning the notification of environmental occurrences.

2.0 DEFINITIONS

In this Agreement, the terms below have the following meanings:

"aboriginal land" means aboriginal land as defined in subsection 3(1) of *CEPA, 1999*;

"EMCR" means the Ministry of Emergency Management and Climate Readiness.

"*CEPA, 1999*" means the *Canadian Environmental Protection Act, 1999*, S.C. 1999, c. 33, as amended;

"deleterious substance" means deleterious substance as defined in subsection 34(1) and prescribed by regulations *under* subsection 34(2) of the *Fisheries Act*;

"deposit" means deposit as defined in subsection 34(1) of the *Fisheries Act*;

"Designation Order" means the *Order Designating the Minister of the Environment as the Minister Responsible for the Administration and Enforcement of Subsections 36(3) to (6) of the Fisheries Act*, SI/2014-21.

"ECCC" means Environment and Climate Change Canada, the operational name of the federal department for which the Minister of the Environment is responsible for Canada;

"environmental occurrence" means:

- (a) a release of a substance into the environment, or the likelihood thereof, in contravention of a regulation described in section 95, 169, 179 or 212, or in contravention of an order described in section 95, of CEPA, 1999;
- (b) an environmental emergency under section 201 of CEPA, 1999;
- (c) a deposit of a deleterious substance in water frequented by fish, as described in subsection 38(5) of the *Fisheries Act*, or the serious and imminent danger of such a deposit;
- (d) other environmental incidents of federal interest; or
- (e) a request for ECCC's emergency scientific or technical expertise;

"federal land" means federal land as defined in subsection 3(1) of *CEPA, 1999*;

"*Fisheries Act*" means the *Fisheries Act*, R.S.C. 1985, c. F-14, as amended;

"Fisheries and Oceans Canada" means the Department of Fisheries and Oceans for Canada;

"notification" or "notify" means the transfer of any information concerning an environmental occurrence by a person to Canada by means of its twenty-four hours a day, seven days a week (24/7) notification system or to British Columbia by means of its twenty-four hours a day, seven days a week (24/7) notification system, but does not refer to the written follow-up reports as may be required under *CEPA, 1999* or the *Fisheries Act*;

"other environmental incidents of federal interest" include the following:

- (a) a release or deposit of a substance harmful to the environment, other than a release or deposit that is subject to CEPA, 1999 or the *Fisheries Act*, that occurs on federal land or aboriginal land;
- (b) a release of a substance that causes or threatens to cause adverse effects to public safety, security, health or welfare, to the environment or to property along an interjurisdictional or international boundary; and
- (c) a release of a substance that is of a magnitude that causes or threatens to cause substantial adverse effects to public safety, security, health or welfare, to the environment or to property of Canadian citizens;

"Previous Agreement" means the *Canada-British Columbia Environmental Occurrences Notification Agreement* signed by the federal Minister of the Environment for Canada on January 31, 2017, and by the Minister of Public Safety and Solicitor General for British Columbia on February 16, 2017, which came into force on March 25, 2016 and expired on March 24, 2021.

"release" means release as defined in subsection 3(1) of *CEPA, 1999*;

3.0 OBJECTIVES

The objectives of this Agreement are to:

- (a) provide an effective and efficient system for persons required to notify the appropriate authorities of environmental occurrences, under federal or provincial legislation; and
- (b) provide an effective and efficient system for EMCR to receive and advise ECCC of any notification of an environmental occurrence received.

4.0 MANAGEMENT COMMITTEE

4.1 Establishment

The Management Committee, established under the Previous Agreement, to oversee the implementation of the Previous Agreement is continued under this Agreement. The Management Committee is comprised of federal and provincial officials appointed by each Canada and British Columbia, respectively.

4.2 Co-chairs

The Management Committee is co-chaired by one representative for Canada and one for British Columbia. The co-chairs are *de facto* members of the Management Committee.

4.3 Operation

4.3.1 The Management Committee shall meet:

- (a) at a minimum once per fiscal year (April 1 to March 31); and

(b) upon the written request of one of the Parties, at a place and time mutually agreed to by the co-chairs.

4.3.2 All decisions of the Management Committee are made on a consensus basis. In the case that the Management Committee cannot reach a consensus, the outstanding issue shall be submitted to the Parties' contacts identified in section 13.0 of this Agreement.

4.3.3 The Management Committee may establish procedures for the administration and operation of the Management Committee.

4.3.3 Notwithstanding the termination of this Agreement, the Management Committee has six (6) months to complete its activities following such termination.

4.4 Responsibilities

The responsibilities of the Management Committee include the following:

4.4.1 establishing, reviewing and updating the Parties' standard operating procedures referred to section 5.0 below:

4.4.2 Updating the standard operating procedures within six (6) months of signing this Agreement, and reviewing them annually, and amending them, as needed.

4.4.3 exploring opportunities and implementing changes that enhance the effectiveness of information management (including, but not limited to, information receipt, transfer and archiving, and notification generation);

4.4.4 reviewing the administration of this Agreement on an annual basis; and

4.4.5 following every Management Committee meeting, preparing a record of decisions and transmitting the record of decisions to the members of the Management Committee.

5.0 STANDARD OPERATING PROCEDURES

5.1 The standard operating procedures establish operational guidelines for:

- (a) the collection and processing of notifications of environmental occurrences received by EMCR under this Agreement, as well as for the transmittal of this information by EMCR to ECCC; and
- (b) the collection and processing of notifications of environmental occurrences in British Columbia received by ECCC under this Agreement, as well as for the transmittal of this information by ECCC to EMCR.

5.2 The standard operating procedures must contain the information below:

5.2.1 guidelines on notification procedures, including the following:

- (a) the triggers for the sending of a notification;
- (b) the type of information to be included;
- (c) data format;
- (d) acceptable delays;
- (e) the Parties' respective contact information;

5.2.2 performance standards and guidelines on measuring and revising the performance standards;

5.2.3 guidelines on other responsibilities and activities identified under this Agreement including training and information sessions.

6.0 ACTIVITIES

6.1 Notification of an Environmental Occurrence

6.1.1 EMCR and ECCC agree to maintain and monitor a 24/7 notification system to receive, assess, and document the notification of environmental occurrences,

6.1.2 EMCR agrees to maintain and operate a 24/7 toll-free telephone line, as part of its 24/7 notification system,

6.1.3 Upon receiving a notification of an environmental occurrence, EMCR agrees to advise ECCC in accordance with the standard operating procedures established by the Parties under section 5.0 of this Agreement.

6.1.4 In the event that ECCC receives a notification of an environmental occurrence in British Columbia, ECCC agrees to advise EMCR in accordance with the standard operating procedures established by the Parties under section 5.0 of this Agreement.

6.1.5 EMCR agrees to provide mutually acceptable access to the audio recordings of telephone calls related to the notification of environmental occurrences for at least two (2) years following the date on which the calls were received.

6.1.6 ECCC agrees to publicize EMCR's 24/7 toll-free telephone line through various means, including printed publications and on-line announcements or notices.

6.2 Transfer of Written Information Related to the Notification of an Environmental Occurrence

6.2.1 EMCR agrees to provide ECCC with electronic copies of the records of environmental occurrence notifications that EMCR receives, in accordance with the standard operating procedures established by the Parties under section 5.0 of this Agreement.

6.2.2 ECCC agrees to provide EMCR with electronic copies of the records of environmental occurrence notifications that ECCC receives, in accordance with the standard operating procedures established by the Parties under section 5.0 of this Agreement.

6.3 Provision of Other Information

ECCC agrees to provide EMCR with training and information sessions, without cost to EMCR, in accordance with the standard operating procedures established by the Parties under section 5.0 of this Agreement, concerning Canada's information requirements related to this Agreement.

6.4 Provision of Bilingual Service

In accordance with the *Official Languages Act*, R.S.C. 1985, c. 31 [4th Suppl], ECCC agrees to provide 24/7 telephone support service to EMCR for the receipt of notifications of environmental occurrences made in French, without cost to EMCR and in accordance with the standard operating procedures established by the Parties under section 5.0 of this Agreement.

7.0 ACCESS TO INFORMATION AND PRIVACY

7.1 The Parties expressly acknowledge that their respective access to information and protection of privacy legislation may be applicable to information received pursuant to this Agreement and agree to work together to honour and respect each other's legal obligations under that legislation.

7.2 In the event that a Party mentions the name of the other Party in a response to a request for information, the responding Party will immediately inform the other Party of this mention.

8.0 FINANCIAL PROVISIONS

In support of the operation and maintenance of EMCR's 24/7 notification system, the following financial provisions apply:

8.1 For the fiscal year April 1, 2021 to March 31, 2022, EMCR shall provide an invoice for payment in the amount of \$ 77 767. The invoice shall be sent between February 1 and February 25 of 2022. Environment Canada shall make a payment to EMCR for that amount, within thirty (30) days of receipt of the invoice.

8.2 For each subsequent fiscal year after the Agreement comes into effect, EMCR shall provide an invoice for payment that corresponds to the payment made in the previous fiscal year, indexed in accordance with the Annual Average Percentage Changes for the Consumer Price Index as established by Statistics Canada for the services rendered between April 1 and March 31 of that subsequent fiscal year. EMCR shall send its invoice to ECCC between February 1 and February 25 of the fiscal year during which the services are rendered. Upon receipt of this invoice, ECCC shall make a payment to EMCR for that amount, within thirty (30) days of receipt of the invoice.

9.0 INTERPRETATION

Nothing in this Agreement shall be construed as:

- (a) having an impact on the distribution of Constitutional powers between the two Parties;
- (b) restricting in any way the respective authority of Canada or British Columbia to enforce their statutes or regulations; or
- (c) modifying the application of any statute or regulation in effect in Canada or in British Columbia.

10.0 DURATION OF THE AGREEMENT

10.1 This Agreement comes into effect on March 25, 2021, following termination of the Previous Agreement.

10.2 This Agreement expires on March 24, 2026, five (5) years after the date on which it comes into effect, in accordance with subsection 9(7) of *CEPA, 1999*, or at a later date, should this statutory time period be amended and extended by law.

10.3 Either Party may terminate this Agreement by giving the other Party at least three (3) months notice.

10.4 Notwithstanding subsections 10.2 and 10.3 above, each Party agrees to make all reasonable efforts to provide the other Party with at least six (6) months written notice of the early termination of this Agreement.

11.0 AMENDMENT TO THE AGREEMENT

This Agreement may be amended from time to time, in writing, by consent of the Parties and subject to any necessary approval of the Governor in Council.

12.0 DISPUTE RESOLUTION

Any disputes regarding the interpretation or implementation of this Agreement will be resolved by consultation between the Parties and will not be referred to a tribunal, court or any other third party for settlement.

13.0 CONTACTS

The persons occupying the following positions for each of the Parties are the contacts for this Agreement:

Director
Regional Operations
Ministry of Emergency Management and Climate Readiness

Director
Environmental Emergencies Division
Environmental Protection Operations Directorate Environment and Climate Change
Canada

14.0 COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be signed in multiple counterparts, each of which so signed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one Agreement. The counterparts of this Agreement may be signed by electronic signature by any of the Parties and delivered by 'pdf' or other similar attachment to an email to the other Party and the receiving Party may rely on the receipt of the electronically signed and delivered document as if the original had been received.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Canada by the Minister of the Environment for Canada, and on behalf of British Columbia by the Minister of Emergency Management and Climate Readiness for British Columbia.

His Majesty the King in right of Canada

This agreement was amended after it was signed by the Minister of the Environment on January 16th, 2023, to account for changes to the BC Ministry name and contact information. This is the most updated version of the agreement.

The Honourable Steven Guilbeault Minister of the Environment	Date
---	-------------

His Majesty the King in right of British Columbia

Signed by the Minister of Emergency Management and Climate Readiness on March 23, 2023

The Honourable Bowinn Ma Minister of Emergency Management and Climate Date Readiness	Date
---	-------------