

**CANADA-MANITOBA
ENVIRONMENTAL OCCURRENCES NOTIFICATION AGREEMENT
(the “Agreement”)**

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF CANADA
as represented by the Minister of the Environment for Canada
 (“Canada”)

AND

HIS MAJESTY THE KING IN RIGHT OF MANITOBA
as represented by the Minister of Environment, Climate and Parks
 (“Manitoba”)

(individually referred to as a “Party” and collectively, as the “Parties”)

WHEREAS both Canada and Manitoba 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 Manitoba 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 section 16 of the *Executive Government Organization Act*, C.C.S.M., c. E170, authorizes the Minister of Environment, Climate and Parks, with the authorization of the Lieutenant Governor in Council, to enter into agreements with Canada for the benefit or purposes of the residents of Manitoba or any part thereof;

AND WHEREAS a Canada-Manitoba Environmental Occurrences Notification Agreement was signed by the Minister of the Environment for Canada on January 31, 2017 and by the Minister of Sustainable Development for Manitoba on April 21, 2017, and expired on March 24, 2021 (the “Previous Agreement”);

WHEREAS the Parties agree that it is desirable to enter into a new Agreement for the purpose of continuing the environmental occurrence notification processes initiated by the Previous Agreement.

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 Manitoba;

AND WHEREAS the Lieutenant Governor in Council, by Manitoba Order in Council No. 455/2022, dated the 14th day of December, 2022, has approved that the Minister of Conservation and Climate for Manitoba, on behalf of Manitoba, enter into this Agreement with Canada;

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 Manitoba 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*;

“*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;

“DECP” means the Manitoba Department of Environment, Climate and Parks;

“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 Manitoba 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-Manitoba Environmental Occurrences Notification Agreement* that was signed by the Minister of the Environment for Canada on January 31, 2017 and by the Minister of Conservation for Manitoba on April 21, 2017, which came into force on March 25, 2016 and expires on March 24, 2021.

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

“annual average percentage changes for the consumer price index - all Items, not seasonally adjusted, Canada, provinces, urban centres” means the annual average percentage change for Canada regarding the consumer price index - all items, not seasonally adjusted, Canada, provinces, urban centres, established annually by Statistics Canada;

“consumer price index” means an indicator of changes in consumer prices experienced by Canadians, obtained by comparing through time the cost of a fixed basket of commodities purchased by consumers;

“Statistics Canada” means national statistical agency for Canada.

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 DECP 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 Manitoba, respectively.

4.2 Co-chairs

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

4.3 Operation

4.3.1 The Management Committee meets:

- (a) at a minimum once per fiscal year (from 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.

4.3.4 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 in section 5.0 below;

4.4.2 Updating the standard operating procedures within six (6) months of signing this Agreement, 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 decision 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 for:

(a) the collection and processing of notifications of environmental occurrences received by DECP under this Agreement, as well as for the transmittal of this information by DECP to ECCC; and

(b) the collection and processing of notifications of environmental occurrences in Manitoba received by ECCC under this Agreement, as well as for the transmittal of this information by ECCC to DECP.

5.2 The standard operating procedures must contain the information below:

5.2.1 guidelines on notification procedures, including the following:

(a) the criteria for determining when to forward notification to the other Party ;

(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 and

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 DECP 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 DECP 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, DECP 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 Manitoba, ECCC agrees to advise DECP in accordance with the standard operating procedures, established by the Parties under section 5.0 of this Agreement.

6.1.5 ECCC agrees to publicize DECP's Conservation and Climate'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 DECP agrees to provide ECCC with electronic copies of the records of environmental occurrence notifications that DECP, 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 DECP 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 DECP with training and information sessions, without cost to DECP, 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 Supp.], ECCC agrees to provide 24/7 telephone support service to DECP for the receipt of notifications of environmental occurrences made in French, without cost to DECP 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.

7.3 In the absence of a request, when a Party voluntarily shares information with other governments or government agencies the Party will include a notice in the information that it cannot be further shared by that government or government agency with members of the public without the government or government agency first notifying and consulting the Parties to seek their prior written consent.

8.0 FINANCIAL PROVISIONS

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

8.1 For the fiscal year April 1, 2021 to March 31, 2022, DECP shall provide an invoice for payment in the amount of \$ 11 964. The invoice shall be sent between February 1 and February 25 of 2022. ECCC shall make a payment to DECP 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, DECP 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 calendar year that immediately precedes the fiscal year for which payment is being requested, for the services rendered between April 1 and March 31 of that subsequent fiscal year. DECP 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 DECP 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 Manitoba to enforce their statutes or regulations; or
- (c) modifying the application of any statute or regulation in effect in Canada or in Manitoba.

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 and the Lieutenant 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 Environmental Emergencies Division Environmental Protection Operations Directorate Environment and Climate Change Canada	Director Environmental Compliance and Enforcement Manitoba Department of Environment, Climate and Parks
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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 Manitoba by the Minister of Environment, Climate and Parks.

His Majesty the King in right of Canada

Signed by the Minister of the Environment on January 16, 2023

_____	_____
The Honourable Steven Guilbeault Minister of the Environment	Date

His Majesty the King in right of Manitoba

Signed by the Minister of Environment, Climate and Parks on January 9, 2023

_____	_____
The Honourable Jeff Wharton Minister of Environment, Climate and Parks	Date