CANADA-MANITOBA
ENVIRONMENTAL OCCURRENCES NOTIFICATION AGREEMENT
(the "Agreement")

BETWEEN

Her Majesty the Queen in right of CANADA
as represented by the Minister of the Environment for Canada
("Canada")

AND

Her Majesty the Queen in right of MANITOBA
as represented by the Minister of Sustainable Development for Manitoba
("Manitoba")

(collectively, 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 Sustainable Development for Manitoba, 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;

WHEREAS the Governor in Council, by Order in Council No. P.C. 2016-1054, dated the 25th day of November, 2016, has approved that the Minister of the Environment for Canada, on behalf of Canada, enter into this Agreement with Manitoba;

WHEREAS the Lieutenant Governor in Council, by Manitoba Order in Council No. 00564/2015, dated the 23rd day of December, 2015, has approved that the Minister of Sustainable Development for Manitoba, on behalf of Manitoba, enter into this Agreement with Canada;

AND WHEREAS a Canada-Manitoba Environmental Occurrences Notification Agreement was signed by the Minister of the Environment for Canada on December 3, 2010, by the Minister of Fisheries and Oceans for Canada on December 21, 2010 and by the Minister of Conservation for Manitoba on January 4, 2011, and expires on March 24, 2016 (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 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.

"Environment Canada" means the Department of the Environment 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 Environment Canada'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;

"Manitoba" means the Manitoba Department of Sustainable Development;

"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;

"Party" means, as the case may be, Her Majesty the Queen in right of Canada or Her Majesty the Queen in right of Manitoba;

"Previous Agreement" means the *Canada-Manitoba Environmental Occurrences Notification Agreement* that was signed by the Minister of the Environment for Canada on December 3, 2010, by the Minister of Fisheries and Oceans for Canada on December 21, 2010 and by the Minister of Conservation for Manitoba on January 4, 2011, which came into force on March 25, 2011 and expires on March 24, 2016.

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

3.0 OBJECTIVES

The objectives of this Agreement are to:

3.1 provide an effective and efficient system for persons required to notify the appropriate authorities of environmental occurrences, under federal or provincial legislation; and

3.2 provide an effective and efficient system for Manitoba to receive and advise Environment Canada 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 includes an equal number 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 When a member of the Management Committee is unable to attend a Committee meeting, the Party who appointed that member appoints a substitute for this member for that meeting.

4.3.3 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 Contacts identified in section 12.0 of this Agreement.

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

4.3.5 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 standard operating procedures:

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

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

4.4.2 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);

4.4.3 establishing performance standards regarding information management, including information receipt, transfer and archiving, and notification generation;

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

4.4.5 within 10 business days following every Management Committee meeting, preparing minutes and transmitting these minutes to the members of the Management Committee; and

4.4.6 making written recommendations to the Contacts identified in section 12.0 of this Agreement on the potential need to revise this Agreement, as and where appropriate, and consolidating in a finalized document all written recommendations no later than two (2) years before the termination of this Agreement.

5.0 ACTIVITIES

5.1 Notification of an Environmental Occurrence

5.1.1 Manitoba and Environment Canada agree to maintain and monitor a 24/7 notification system to receive, assess, and document the notification of environmental occurrences.

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

5.1.3 Upon receiving a notification of an environmental occurrence, Manitoba agrees to advise Environment Canada in accordance with the standard operating procedures, as amended from time to time, established under section 4.4.1 of this Agreement.

5.1.4 In the event that Environment Canada receives a notification of an environmental occurrence in Manitoba, Environment Canada agrees to advise Manitoba in accordance with the standard operating procedures, as amended from time to time, established under section 4.4.1 of this Agreement.

5.1.5 Environment Canada agrees to publicize Manitoba's 24/7 toll-free telephone line through various means, including printed publications and on-line announcements or notices.

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

5.2.1 Manitoba agrees to provide Environment Canada with electronic copies of the records of environmental occurrence notifications that Manitoba receives, in accordance with the standard operating procedures, as amended from time to time, established under section 4.4.1 of this Agreement.

5.2.2 Environment Canada agrees to provide Manitoba with electronic copies of the records of environmental occurrence notifications that Environment Canada receives, in accordance with the standard operating procedures, as amended from time to time, established under section 4.4.1 of this Agreement.

5.3 Provision of Other Information

Environment Canada agrees to provide Manitoba with training and information sessions, without cost to Manitoba, on an annual basis, or more frequently if either Party deems it to be necessary, concerning Canada's information requirements related to this Agreement.

5.4 Provision of Bilingual Service

In accordance with the *Official Languages Act*, R.S.C. 1985, c. 31 [4th Supp.], Environment Canada agrees to provide 24/7 telephone support service to Manitoba for the receipt of notifications of environmental occurrences made in French, without cost to Manitoba and in accordance with the standard operating procedures, as amended from time to time, established under section 4.4.1 of this Agreement.

6.0 ACCESS TO INFORMATION AND PRIVACY

6.1 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.

6.2 The Parties agree to provide each other with notice of any application for access to information received pursuant to this Agreement.

7.0 FINANCIAL PROVISIONS

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

7.1 For the fiscal year April 1, 2015 to March 31, 2016, Manitoba shall provide an invoice for payment in the amount of $ 10 943. The invoice shall be sent between February 1 and February 25 of 2016. Environment Canada shall make a payment to Manitoba for that amount, within 30 days of receipt of the invoice.

7.2 For each subsequent fiscal year after the Agreement comes into effect, Manitoba 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 – All Items, Not Seasonally Adjusted, Canada, Provinces, Urban Centres, 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. Manitoba shall send its invoice to Environment Canada between February 1 and February 25 of the fiscal year during which the services are rendered. Upon receipt of this invoice, Environment Canada shall make a payment to Manitoba for that amount, within 30 days of receipt of the invoice.

7.3 The definitions in this subsection apply in section 7.0:

"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.

8.0 INTERPRETATION

Nothing in this Agreement shall be construed as:

8.1 having an impact on the distribution of Constitutional powers between the two Parties;

8.2 restricting in any way the respective authority of Canada or Manitoba to enforce their statutes or regulations; or

8.3 modifying the application of any statute or regulation in effect in Canada or in Manitoba.

9.0 DURATION OF THE AGREEMENT

9.1 This Agreement comes into effect upon termination of the Previous Agreement.

9.2 This Agreement expires five (5) years after the date on which it comes into effect, i.e., March 25, 2016, in accordance with subsection 9(7) of CEPA, 1999, or at a later date should this statutory time period be modified.

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

9.4 Notwithstanding sections 9.2 and 9.3, 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.

10.0 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.

11.0 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.

12.0 CONTACTS

The following persons are the Contacts for this Agreement:

Director
Environmental Emergencies Division
Environmental Protection Operations
Directorate
Environment Canada

Director
Environmental Compliance and Enforcement
Manitoba Department of Sustainable
Development

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 Sustainable Development for Manitoba.

GOVERNMENT OF CANADA

JUN 30 11 2017

Minister of the Environment

Date

GOVERNMENT OF MANITOBA

APR 2 1 2017

Minister of Sustainable Development

Date