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

BETWEEN

THE GOVERNMENT OF CANADA
as represented by the federal Minister of the Environment
and the federal Minister of Fisheries and Oceans
("Canada")

AND

THE GOVERNMENT OF ONTARIO
as represented by the Ontario Minister of the Environment
("Ontario")

(collectively, the "Parties")

WHEREAS both Canada and Ontario 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;

AND 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;

AND WHEREAS Canada and Ontario 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;

AND WHEREAS the federal Minister of the Environment has the responsibility for administering and enforcing the pollution prevention provisions of the *Fisheries Act*, R.S.C. 1985, c. F-14 (sections 34 and 36 to 42);

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

AND WHEREAS section 5 of the *Department of Fisheries and Oceans Act*, R.S.C. 1985, c. F-15, authorizes the federal Minister of Fisheries and Oceans, with the approval of the Governor in Council, to enter into agreements with the government of any province or any agency thereof respecting the carrying out of programs for which the federal Minister of Fisheries and Oceans is responsible;

AND WHEREAS paragraph 4(1)(*j*) of the *Environmental Protection Act*, R.S.O. 1990, c. E.19, authorizes the Ontario Minister of the Environment, with the approval of the Lieutenant Governor in Council, to enter into an agreement with any government or person relating to the protection or conservation of the natural environment;

AND WHEREAS the Governor in Council, by Order in Council P.C. 2010-0776, has approved that the federal Minister of the Environment and the federal Minister of Fisheries and Oceans, on behalf of Canada, enter into this Agreement with Ontario;

AND WHEREAS the Lieutenant Governor in Council, by Ontario Order in Council 1049/2010, has approved that the Ontario Minister of the Environment, on behalf of Ontario, 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 Ontario 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 shall have the following meanings:

"aboriginal land" means aboriginal land 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;

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

"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;

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

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

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

"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(4) 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 federal Department of Fisheries and Oceans;

"notification" or "notify" means the transfer of any information concerning an environmental occurrence by a person to Canada or Ontario by means of its twenty-four hours a day, seven days a week (24/7) notification system (which includes Ontario's 24/7 toll-free telephone line), 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;

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

"Statistics Canada" means Canada's national statistical agency.

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, in accordance with federal and provincial legislation; and

3.2 provide an effective and efficient system for Ontario to receive and advise Environment Canada of any notification of an environmental occurrence received by Ontario.

4.0 MANAGEMENT COMMITTEE

4.1 Establishment

The Parties shall establish a Management Committee to oversee the implementation of this Agreement. The Management Committee shall include an equal number of federal and provincial officials appointed respectively by the Parties.

4.2 Co-chairs

The Management Committee shall be jointly chaired by a representative of Canada and a representative of Ontario. The co-chairs shall be considered members of the Management Committee.

4.3 Operation

4.3.1 The Management Committee shall meet a minimum of once per fiscal year (April to March) or 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 will be absent from a Committee meeting, the Party who appointed that member shall appoint a replacement for this member.

4.3.3 All decisions of the Management Committee shall be 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 Committee.

4.3.5 Notwithstanding the expiry or termination of this Agreement, the Management Committee shall have six months to complete its activities following the expiry or 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 Ontario under this Agreement, as well as for the transmittal of this information by Ontario to Environment Canada; and

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

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, 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;

4.4.5 within the two weeks 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 six months before the expiry of this Agreement.

5.0 ACTIVITIES

5.1 Notification of an Environmental Occurrence

5.1.1 Ontario 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 Ontario 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, Ontario 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 Ontario, Environment Canada agrees to advise Ontario 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 Ontario agrees to provide mutually acceptable access to the audio recordings of telephone calls related to the notification of environmental occurrences for at least two years following the date on which the calls were received.

5.1.6 Environment Canada agrees to publicize Ontario'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 Ontario agrees to provide Environment Canada with electronic copies of the records of environmental occurrence notifications that Ontario 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 Ontario 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 Ontario with training and information sessions, without cost to Ontario, 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 Ontario for the receipt of notifications of environmental occurrences made in French, without cost to Ontario 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 shall 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 Ontario's 24/7 notification system, the following financial provisions apply:

7.1 Ontario shall provide an invoice for payment in the amount of $75 000 for services rendered during the fiscal year during which this Agreement comes into effect. This invoice shall be sent between March 10 and March 31 of that fiscal year. Environment Canada shall make a payment to Ontario for that amount, within 30 days of receipt of the invoice.

7.2 For each subsequent fiscal year after the Agreement comes into effect, Ontario 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. Ontario shall send its invoice to Environment Canada between March 10 and March 31 of the fiscal year during which the services are rendered. Upon receipt of this invoice from Ontario, Environment Canada shall make a payment to Ontario for that amount, within 30 days of receipt of the invoice.

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 Ontario to enforce its statutes or regulations; or

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

9.0 DURATION OF THE AGREEMENT

9.1 This Agreement comes into effect on the day on which the federal *Release and Environmental Emergency Notification Regulations* and the federal *Deposit Out of the Normal Course of Events Notification Regulations* come into force.

9.2 This Agreement terminates five years after the date on which it comes into effect, in accordance with subsection 9(7) of *CEPA, 1999*, or at a later date, in accordance with any future amendments to subsection 9(7).

9.3 This Agreement may be terminated earlier by either Party giving the other Party at least three months notice.

9.4 Should any amendments be made to subsection 9(7) of *CEPA, 1999* to reduce or eliminate the minimum requirement of at least three months notice of early termination, the Parties agree that the Agreement may be terminated early by either Party giving the other Party at least three months notice.

9.5 Notwithstanding sections 9.3 and 9.4, each Party agrees to make all reasonable efforts to provide the other Party with at least six 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 Protection Operations
Directorate
Ontario Region
Environment Canada

Director
Spills Action Centre
Ontario Ministry of the Environment

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Canada by the federal Minister of the Environment and by the federal Minister of Fisheries and Oceans, and on behalf of Ontario by the Ontario Minister of the Environment.

GOVERNMENT OF CANADA

	DEC 0 3 2010
Minister of the Environment	Date
	DEC 2 1 2010
Minister of Fisheries and Oceans	Date

GOVERNMENT OF ONTARIO

	Jan 17/11
Minister of the Environment	Date