

Québec 

 Ontario

AGREEMENT

BETWEEN

THE GOUVERNEMENT DU QUÉBEC

AND

THE GOVERNMENT OF ONTARIO

CONCERNING

ENVIRONMENTAL COOPERATION

2016

The Gouvernement du Québec

and

The Government of Ontario

(Hereinafter “the Parties”),

RESOLVED to:

STRENGTHEN existing bilateral environmental cooperation outlined in the *Trade and Cooperation Agreement between Québec and Ontario* of 2009, and to move forward with a new cooperative approach to address existing and emerging environmental issues of mutual interest;

EXCHANGE information and expertise on their shared geography and ecosystems within the Great Lakes – St. Lawrence Lowlands, Hudson Bay and the Canadian Shield, as well as contiguous watersheds, waterbodies, air-sheds and vast forests;

WORK together to address environmental issues and impacts that respect neither geographical nor political boundaries, for the benefit of current and future generations;

COOPERATE to prevent negative impacts on the environment that can affect the sustainable development of their respective societies, in areas such as health, public safety, the natural environment, infrastructure and economic development, and that require significant, immediate and long-term coordinated action;

PROMOTE sustainable development and raise awareness of the impact of daily actions on the quality of the environment for present and future generations;

COOPERATE to have positive impacts on the environment and the health and safety of their residents, which represent approximately 62 % of the Canadian population and in both provinces are concentrated in large urban centres, as well as located in remote communities;

COOPERATE to have a positive impact on their economies, which combined represent the fourth largest economic zone in North America;

MAINTAIN efforts for a transition to a low carbon economy by contributing to climate change adaptation and mitigation, as provided for by the *Memorandum of Understanding between the Government of Québec and the Government of Ontario Concerning Concerted Climate Change Actions and Market-based Mechanisms (2015)*;

PROMOTE the importance of an integrated approach to environmental policy making and cooperation which can be fostered through greater dialogue between the Parties on environmental issues;

ESTABLISH a comprehensive agreement that builds on and replaces the *Agreement between the Gouvernement du Québec and the Government of Ontario Concerning Transboundary Environmental Impacts (2006)* and that will facilitate a

dialogue toward identifying and addressing existing and emerging environmental issues of mutual interest;

HEREBY AGREE as follows:

1. OBJECTIVES OF THE AGREEMENT

The objectives of this Agreement are to:

- 1.1 Encourage mutual understanding and strengthen cooperation between the Parties to jointly identify and address existing and emerging environmental issues of mutual interest, including but not limited to, the following areas of cooperation:
 - a) Water management;
 - b) Pesticides management;
 - c) Air quality management;
 - d) Environmental emergency prevention and response;
 - e) Resource recovery and waste reduction;
 - f) Concerted climate change actions and market-based mechanisms;
 - g) Environmental assessments;
 - h) Laboratories information and resource exchange;
 - i) Excess soil movement; and
 - j) Environmental compliance and enforcement.
- 1.2 Build on the significant history of cooperation between the Parties to coordinate, cooperate and promote mutual efforts to ensure the protection, restoration, conservation and enhancement of their shared natural environment;
- 1.3 Continue implementation of the *Memorandum of Understanding between the Government of Québec and the Government of Ontario Concerning Concerted Climate Change Actions and Market-based Mechanisms* signed on September 11, 2015;
- 1.4 Foster consistency in the Parties' environmental policies through greater transparency, dialogue and consultation;
- 1.5 Enhance cooperation on transboundary environmental emergency prevention and response to increase environmental protection and further protect human health and safety;
- 1.6 Enhance the sharing of information and expertise on transboundary data collection and data analysis of shared ecosystems, biodiversity and landscapes; and
- 1.7 Promote sustainable development and the transition to a low carbon economy.

2. MUTUALLY AGREED PRINCIPLES

- 2.1 The Parties agree that their environmental cooperation under this Agreement shall be guided by the following principles:
 - a) Sustainable development;
 - b) Precaution;
 - c) Prevention;
 - d) Respect for ecosystem support capacity;
 - e) Inter-governmental cooperation;
 - f) Integrated management;

- g) Consultation; and
- h) Transparency.

2.2 The Parties agree to promote sustainable development in the implementation of this Agreement to:

- a) Raise awareness of the impact of daily actions on the quality of the environment for present and future generations and promote an integrated vision of sustainable development taking into account the inextricable nature of environmental, social and economic dimensions; and
- b) Share sustainable development strategies, as well as tools and best practices derived from them, including education for sustainable development actions.

3. IMPLEMENTATION

3.1 The Parties hereby establish the Québec – Ontario Environmental Cooperation Forum, a flexible joint institutional mechanism under the leadership of the Deputy Minister of each of the Parties that is responsible for environmental matters, who will act as co-chairs.

3.2 The Environmental Cooperation Forum will:

- a) Facilitate and supervise the implementation of this Agreement by the Parties;
- b) Oversee any further negotiations or amendments to this Agreement as well as any further environmental arrangements between Québec and Ontario undertaken in the areas of cooperation;
- c) Consult with and include other Deputy Ministers in the negotiation and implementation of specific areas of cooperation of this Agreement, as needed;
- d) Promote coherence on environmental policy decisions related to this Agreement and to other environmental policies of the Parties;
- e) Promote consistency and harmonization of policy decisions with possible transboundary environmental impacts on both Parties;
- f) Share and update as needed a list of contact persons in Québec and Ontario for each area of cooperation, beginning with areas described in section 4 of this agreement;
- g) Facilitate discussion and sharing of information, dialogue and developing joint positions, as appropriate, on federal legislative or regulatory plans, new federal policy proposals or other federal initiatives on environmental matters that may impact Quebec and Ontario;
- h) Oversee the work of joint sector committees which fall under this Agreement and receive and consider reports from those committees;
- i) Provide an opportunity for strategic discussions to foster mutual understanding of emerging environmental issues and their impacts, and to identify joint solutions to address environmental issues of mutual interest; and
- j) Consider other matters that could affect the administration of this Agreement.

3.3 Operation of the Environmental Cooperation Forum

The Parties agree to the following in respect of the Environmental Cooperation Forum:

- a)** Meetings shall be convened by the co-chairs at any time and at the agreement of both Parties, and shall be held at least once per year;
- b)** Meetings shall be hosted and chaired alternately by each Party;
- c)** Co-chairs shall agree on an agenda before each meeting;
- d)** Decisions shall be taken on the basis of consensus;
- e)** Co-chairs shall report regularly, and at a minimum annually, to their respective Ministers matters using, where appropriate and to the extent possible, existing reporting tools;
- f)** Co-chairs may designate alternates who will be responsible for implementing and managing the Agreement. An alternate may be an assistant deputy minister, a managing director or the equivalent; and
- g)** In addition to co-chairs or their alternates (if applicable) participants in the meetings may include members of joint sector committees relevant to the agenda as well as any managing or technical staff invited by the co-chairs.

3.4 Joint sector committees:

- a)** To achieve the objectives of this Agreement, the Parties will establish, as needed, and under recommendation from the Environmental Cooperation Forum, joint sector committees regarding specific areas of cooperation such as those identified in section 4 of this Agreement;
- b)** The joint sector committees may include representatives from other ministries responsible for areas related to or that have impacts on environmental issues, natural resources, biodiversity, wildlife or parks, in the appropriate manner and as needed by each Party;
- c)** For each joint sector committee, a work plan will be developed and regular reports will be made to Deputy Ministers to track its effective implementation; and
- d)** If appropriate, joint sector committees may be established through a signed arrangement, such as an agreement or a memorandum of understanding. Those arrangements must receive approval of both Parties in conformity with each Party's respective administrative and legal practices and obligations.

4. AREAS OF COOPERATION

Areas of cooperation include, but are not limited to, the following:

4.1 Water Management

- a) The Parties agree to cooperate in the area of water management as it relates to shared water resources and aquatic ecosystems (rivers, lakes, groundwater, watersheds) on mutual priorities which include:
- i. Water quality improvement;
 - ii. Water level management;
 - iii. Protection of aquatic and riparian ecosystems;
 - iv. Wastewater management;
 - v. Drinking water management;
 - vi. Water diversions in the Great Lakes-St. Lawrence River Basin;
 - vii. Taking action against the eutrophication of water bodies and the prevention and management of blue-green algae; and
 - viii. Climate change impacts on shared watersheds.
- b) The Parties established the Québec – Ontario Water Management Joint Directors Committee on May 29, 2015, and the committee is hereby identified as a joint sector committee under this Agreement. The Committee serves as a consultative and coordination forum to address shared water management issues. The Committee also provides a forum for jointly engaging in intergovernmental initiatives to protect, restore, share information, and celebrate water bodies and watersheds shared by the provinces.

4.2 Pesticide Management

- a) The Parties agree to share knowledge and exchange information on measures and regulatory frameworks to manage pesticides including:
- i. Opportunities to share best practices on pesticides, including contents from Québec's Pesticides Strategy and Ontario's Pollinator Health Strategy; and
 - ii. Results of research and monitoring on sales and use of pesticides as well as the factors influencing the presence of pesticides in the environment.

4.3 Air Quality Management

- a) The Parties agree to cooperate in the area of air quality management on shared priorities which include:
- i. Air policies (including local air quality issues, transboundary air pollution, air zone management, airshed coordination, development of air standards, and cumulative effects);
 - ii. Operational approaches (including approval processes, support systems, and regulatory compliance);
 - iii. Science and research related to air quality; and
 - iv. Monitoring and reporting, including data and information sharing.
- b) The Parties will establish a joint sector committee for cooperation on air quality issues under this Agreement. The Committee will serve as a consultative and coordination forum to address shared air management issues.

4.4 Environmental Emergency Prevention and Response

- a) The Parties agree to cooperate on environmental emergency prevention and response. The Parties aim to increase environmental protection and human health and safety through a timely mutual transboundary environmental occurrences notification process. This notification process would improve response times and management of environmental occurrences, including pipeline spills, and limit potential impacts.
 - i. The notification process will apply to transboundary environmental occurrences, which includes spills or discharges of contaminants to air, land or waters, that impact or may impact either Party's air, land or waters. As appropriate, immediate verbal notification will include all information that can be shared (e.g. location of spill, what is being spilled, who is causing the spill, when did the spill begin)
 - ii. This verbal notification will occur between Urgence-Environnement Québec and Ontario's Spills Action Centre. Each province's normal operating procedures apply for response actions.
- b) The Parties agree to share knowledge and best practices regarding the prevention of environmental emergencies and of hazardous substance spills (including from pipelines), as well as contingency plans to mitigate the negative impacts of any environmental emergency occurrence.
- c) The Parties will establish a joint sector committee on Environmental Emergency Prevention and Response under this Agreement to:
 - i. Share knowledge and best practices; and
 - ii. Develop a formal notification process by March 31, 2017.

4.5 Resource Recovery and Waste Reduction

- a) The Parties agree to cooperate in the area of resource recovery and waste reduction on shared priorities which include:
 - i. Best practices and action plans;
 - ii. Extended producer responsibility programs;
 - iii. Management of organic matter; and
 - iv. Deposit and return programs on containers and packaging.
- b) The Parties agree to co-operate to share information and expertise on topics which may include, but are not limited to:
 - i. Data sharing and management;
 - ii. Development of best practices and standards; and
 - iii. Transboundary movement of wastes.

4.6 Concerted Climate Change Actions and Market-Based Mechanisms

- a) The Parties have agreed to cooperate through a *Memorandum of Understanding between the Government of Québec and the Government of Ontario Concerning Concerted Climate Change Actions and Market-based Mechanisms*, signed on September 11, 2015.

- b) The Parties reiterate their commitment to work together to:
 - i. Harmonize data collection methods and greenhouse gases emissions inventory;
 - ii. Cooperate in the development of the greenhouse gas cap and trade system in Ontario, linking it to the carbon market of the Western Climate Initiative Inc., and the establishment of a joint system of offset credits;
 - iii. Accelerate the transition to a low carbon economy;
 - iv. Improve public awareness with regard to climate change and strengthen communication with the public, the business community, industry and environmental organizations;
 - v. Promote knowledge sharing and cooperation on adaptation to climate change; and
 - vi. Promote intergovernmental cooperation on climate change.

- c) The Parties agree to cooperate in the promotion of cap and trade systems to industry and national and subnational governments.

- d) The Parties agree to collaborate and exchange information and best practices on boreal forest and peat lands carbon management.

- e) The Parties agree to continue the work of the working group provided by the *Memorandum of Understanding between the Government of Québec and the Government of Ontario Concerning Concerted Climate Change Actions and Market-based Mechanisms*, which is hereby identified as a joint sector committee under this Agreement.

4.7 Environmental Assessments

- a) The Parties concluded on September 6, 2011, the *Ontario - Québec Procedures for Environmental Assessment Notification and Coordination*. The Parties agree to notify each other and consider the need to coordinate environmental assessments, to the extent possible, that may have significant transboundary impacts.

- b) The Parties will cooperate, share knowledge and best practices on Environmental Assessments and, Environmental Approvals including pipeline reviews and approvals.

4.8 Laboratories Information and Resource Exchange

- a) The Parties concluded the *Ontario-Québec Laboratories' Information and Resource Exchange Understanding* (2008) to establish a collaborative partnership related to scientific resources, laboratory services and scientist / expertise exchange.

- b) The Parties reiterate their commitment to share knowledge and best practices which includes but will not be limited to the following areas of cooperation:
 - i. Sharing information on Guidelines for environmental sampling, including program for certification of samplers;
 - ii. Exchange of list of all laboratory methods as well as selected Standard Operating Procedures;
 - iii. Mutual exchange of scientific expertise;
 - iv. Collaboration in the area of quality assurance and quality control;

- v. Investigating the possibility of each Party's laboratory being a back-up laboratory for the other in case of a Continuity of Operations Plan situation;
 - vi. Mutual training of experts;
 - vii. Licensing and accreditation;
 - viii. Collaboration on operation and deployment of mobile laboratories; and
 - ix. Connect each Party's laboratory to other relevant organizations in Ontario and Québec.
- c) The Parties agree to share information and best practices in addressing oversight of drinking water testing.
- d) The Parties agree to establish a joint sector committee under this Agreement that will:
- i. Maintain and update the *Ontario-Québec Laboratories' Information and Resource Exchange Understanding (2008)*; and
 - ii. Serve as a forum to collaborate, share knowledge and best practices on items mentioned in 4.8 b) & c).

4.9 Excess Soil Movement

- a) Parties agree to cooperate, share knowledge and exchange information and best practices on excess soil movement initiatives which include but are not limited to the following:
- i. Standards and policies affecting the placement of excess soil at receiving sites;
 - ii. Standards and policies related to contaminated soil treatment;
 - iii. General governance approaches; and
 - iv. Incentives to promote excess soil re-use.

4.10 Environmental Compliance and Enforcement

- a) The Parties agree to cooperate on environmental compliance and enforcement matters as well as on major investigations which includes but is not limited to:
- i. Information sharing, in conformity with procedures regarding confidentiality and applicable law; and
 - ii. Investigative assistance and best practices.

5. GENERAL PROVISIONS

5.1 This Agreement does not create legally binding obligations on the Parties.

5.2 The Parties undertake to resolve disputes in a conciliatory, cooperative and harmonious manner. To this end, the Parties shall make every attempt through cooperation, consultations and other dispute avoidance and resolution processes available to them, including the assistance of the Ministers responsible for this Agreement, to arrive at a mutually satisfactory resolution of any matter that may affect the operation of this Agreement.

- 5.3** Each Party confirms its intention to preserve the confidentiality of sensitive information and data from the other Party or from third parties, and not to disclose such information other than as required or permitted by law.
- 5.4** Nothing in this Agreement derogates from the powers, rights or privileges of the legislatures or governments of Québec and Ontario, including any powers, rights or privileges relating to language.
- 5.5** Nothing in this Agreement can affect the interpretation of legislation or any regulation, by-law or order made under an Act.
- 5.6** Each Party shall be responsible for all internal respective costs that it incurs in the administration of this Agreement. If an outside party is contracted by both Parties to complete work developed under the auspices of this Agreement, costs shall be shared equally by each Party.
- 5.7** The Parties may, by joint agreement, amend this Agreement by a written document signed by each Party. Amendments shall be integral parts of this Agreement.
- 5.8** Either Party may terminate this Agreement at any time on at least six (6) months written notice to the other Party.
- 5.9** This Agreement will be in force for a five (5) year period as of the date of its signature by both Parties. It shall be renewed automatically for successive five-year periods unless one of the Parties sends a written notice of termination to the other Party at least six (6) months prior to the expiration date.
- 5.10** The Parties will review this Agreement every five (5) years and make amendments if needed.

5.11 The Agreement between the Gouvernement du Québec and the Government of Ontario Concerning Transboundary Environmental Impacts (2006) is hereby terminated on the date that this Agreement comes into force. A reference to the aforementioned Agreement in other agreements between the Governments of Québec and Ontario, such as the *Trade and Cooperation Agreement between Québec and Ontario* of 2009, shall be deemed to be a reference to this Agreement.

Signed in Toronto, on the 21st day of October 2016, one in French and the other in English, both versions being regarded as equally authentic.

**FOR THE GOUVERNEMENT
DU QUÉBEC**

**FOR THE GOVERNMENT
OF ONTARIO**

Philippe Couillard
Premier ministre

Kathleen Wynne
Premier

David Heurtel
Ministre du Développement durable,
de l'Environnement et de la Lutte
contre les changements climatiques

Glen Murray
Minister of the Environment
and Climate Change

Jean-Marc Fournier
Ministre responsable
des Relations canadiennes
et de la Francophonie canadienne