

**INTERGOVERNMENTAL
AGREEMENTS ACT**

**LOI SUR LES ACCORDS
INTERGOUVERNEMENTAUX**

Pursuant to section 3 of the *Intergovernmental Agreements Act*, the Commissioner in Executive Council orders as follows:

Le Commissaire en conseil exécutif, conformément à l'article 3 de la *Loi sur les accords intergouvernementaux*, décrète ce qui suit :

1. The Minister responsible for the Department of Renewable Resources is hereby authorized to sign on behalf of the Government of the Yukon the Canada-Yukon Environmental Protection Agreement attached as a schedule to this order.

1. Le ministre des Richesses renouvelables est par les présentes autorisé à signer, au nom du gouvernement du Yukon, l'entente entre le Canada et le Yukon intitulée Canada-Yukon Environmental Protection Agreement, paraissant en annexe.

Dated at Whitehorse, in the Yukon Territory, this 12th day of May, 1995.

Fait à Whitehorse, dans le territoire du Yukon, ce 12 mai 1995.

Commissioner of the Yukon

Commissaire du Yukon

C A N A D A - Y U K O N
ENVIRONMENTAL PROTECTION AGREEMENT

THIS AGREEMENT

BETWEEN

The Government of Canada as represented herein by the Minister of the Environment, (herein referred to as "Canada")

OF THE FIRST PART

AND

The Government of Yukon as represented by the Minister of the Department of Renewable Resources (herein referred to as Yukon")

OF THE SECOND PART

Hereinafter referred to as "the Parties".

PREAMBLE

WHEREAS both Canada and Yukon have responsibilities with respect to environmental issues and that it is essential to maximize the efficiency and effectiveness of our respective programs;

WHEREAS Section 98 of the *Canadian Environmental Protection Act* (CEPA) enables the federal Minister of the Environment, with the Approval of the Governor in Council, to enter into agreements with a provincial/territorial government with respect to the administration of the CEPA;

WHEREAS Part 3, Section 54 of the Yukon *Environment Act* (EA) provides for agreements with the Government of Canada respecting the carrying out of programs for the conservation of the natural environment or sustainable development;

WHEREAS it is the intention of the Parties to respect and honour the rights of First Nations and their responsibilities for environmental protection as set out in the Umbrella Final Agreement entered into in May 1993 and First Nation final agreements and self-government agreements in effect;

WHEREAS Canada and the Yukon reaffirm their support to the circumpolar, multilateral Arctic Environmental Protection Strategy;

WHEREAS, in March 1990, the Parties reinforced this commitment to joint action through adoption of the "Statement of Inter-jurisdictional Cooperation on Environmental Matters" prepared under the auspices of the Canadian Council of Ministers of the Environment;

WHEREAS, in August 1992, the Parties indicated their intentions to foster environmental cooperation through signing the Canada-Yukon Accord on Environmental Cooperation;

WHEREAS, the Commissioner in Executive Council, by _____ dated _____, has approved the entry by the territorial Minister of Renewable Resources on behalf of Yukon into this Agreement with Canada;

WHEREAS, the Governor in Council, by Order in Council, dated _____, has approved the entry by the federal Minister of the Environment on behalf of Canada into this Agreement with Yukon;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, covenants, and agreements herein contained, the Parties covenant and agree as follows:

1.0 DEFINITIONS

"CEPA" means the *Canadian Environmental Protection Act* R.S.1985 c.16 (4th Supp), as amended;

"EA" means the *Environment Act* enacted by the Government of the Yukon, S.Y.T. 1991, c.5, as amended;

"Management Committee" means the Management Committee established pursuant to the Canada-Yukon Accord on Environmental Cooperation.

2.0 OBJECTIVE

The objective of this Agreement is to ensure an effective protection of environmental quality and effective management of toxic substances and pollutants in Yukon through the establishment of cooperative programs and work sharing arrangements for the administration of CEPA and the EA.

3.0 ADDITION OF PARTIES

The Agreement and the annexes may be amended from time to time with the written consent of the Parties subject to the approval of the Governor in Council and the Commissioner in Executive Council.

4.0 AREAS OF COOPERATION (ACTIVITIES)

4.1 The Parties agree to cooperate in the planning and delivery of programs for environmental protection in Yukon. Without limiting the breadth or flexibility of this Agreement the Parties will cooperate in the following activities:

MONITORING: The Parties agree to develop complementary and cooperative monitoring programs with provisions for information sharing. The Parties will use such programs to evaluate and detect trends in environmental quality and to determine the effectiveness of pollution control programs.

STANDARDS: The Parties agree to cooperate in the process of establishing consistent standards for environmental quality and pollution control.

RESEARCH: The Parties agree to develop complementary and cooperative research programs with provisions for information sharing. The Parties will design such programs to extend knowledge in the areas of pollution control technologies, the ecosystem pathways of toxic substances, and the environmental impacts of pollutants.

PUBLICATIONS: The Parties agree to cooperate in the publication of reports arising from their respective activities in the administration of CEPA and the EA. Such reports may deal with research, monitoring, inspection, assessment, and other related activities.

TRAINING AND CONFERENCES: The Parties agree to cooperate in the organization and sponsorship of training courses, conferences, meetings and symposia to include enforcement and compliance, environmental quality, and toxic substance issues of both national and regional interest.

INFORMATION: The Parties agree to share information related to the administration of their respective legislation for the control of pollutants. The Parties agree to share confidential and personal information subject to any confidentiality requirements set out in their respective legislation.

INSPECTION: The Parties agree to work towards improved coordination of their inspection activities in order to fill regulatory gaps and make better use of limited resources and to lessen the administrative burden for those subject to both federal and Yukon legislative requirements. As part of this coordination effort, each level of government may agree to appoint staff of the other as inspectors and analysts under its own legislation.

ENFORCEMENT AND COMPLIANCE: The Parties agree to cooperate in finding alternative means of achieving compliance, investigation of offenses and in taking enforcement action in response to alleged violations of their respective legislation. Such cooperation may involve the sharing of technical and compliance data and the making available of inspectors, analysts and expert witnesses for court appearance.

SPILLS: The Parties agree to cooperate and coordinate responses to spills and releases as established by the "Letter of Understanding for Government Response to Spills in the Yukon Territory".

REPORTING: The Parties may agree to share such information as will enable each of them to meet their reporting obligations under their respective legislation.

4.2 The Parties agree to cooperate in the development and delivery of any programs or policies designed to meet their responsibilities relating to environmental protection pursuant to the Umbrella Final Agreement and First Nation final agreements and self-government agreements in effect.

5.0 IMPLEMENTATION COMMITTEE

5.1 An Implementation Committee for this Agreement will be established by the Management Committee and will be guided in its activities by the Terms of Reference attached as Annex 1.

5.2 The purposes of the Implementation Committee shall include:

- (a) developing collaborative working arrangements for activities such as those listed in Section 4.1 of the Agreement,
- (b) determining the relative priority of areas for which collaborative arrangements will be developed;
- (c) recommending to the Management Committee collaborative arrangements for the inclusion of sub-agreements as annexes to this Agreement;
- (d) reviewing the administration of this Agreement on an annual basis and preparing a report to the Management Committee.

5.3 Where deemed necessary by the Parties, any Party may initiate the development of a sub-agreement under this Agreement.

6.0 TERM OF THE AGREEMENT

This Agreement shall enter into force upon signature of the Parties. It shall remain in force until terminated by one of the Parties. The sub-agreements to be included as annexes shall come into force upon signature of the Parties.

7.0 TERMINATION OF THE AGREEMENT

This Agreement may be terminated by any Party giving to the other(s) at least six (6) months written notice of termination.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as attested by the signatures of their officers duly authorized for such purposes.

For the GOVERNMENT OF CANADA

Witness

Minister of the Environment and
Deputy Prime Minister

Date

For the GOVERNMENT OF THE YUKON TERRITORY

Witness

Minister of Renewable Resources

Date

ANNEX 1
IMPLEMENTATION COMMITTEE TERMS OF REFERENCE

RESPONSIBILITIES:

- 1.0 The Implementation Committee is responsible for ensuring that this Agreement is implemented.
- 1.1 Any disagreements between the Parties concerning the administration of this Agreement may be resolved through early oral or written communication between the co-chairpersons or at a regular or specially called meeting of the Implementation Committee.
- 1.2 Any such disagreements should be resolved as soon as practicable.
- 1.3 Any disagreements which are not resolved in accordance with Clauses 1.1 and 1.2 above will be referred for resolution to the Regional Director General, Pacific and Yukon Region, for Environment Canada and the Deputy Minister, Department of Renewable Resources. for Yukon.

PUBLIC COMMUNICATIONS:

- 2.0 Where possible, public communications and media inquiries, arising from the activities undertaken pursuant to this Agreement, will be coordinated by members of the Implementation Committee.
- 2.1 Special arrangements for public communications or media inquiries may be developed for specific sub-agreements.
- 2.2 Where one representative of the Implementation Committee responds to public communications and media inquiries without prior consultation with the other representative(s), then, that person will inform the other representative(s) as appropriate, in a timely manner.

MEETINGS:

- 3.0 The Implementation Committee will meet a minimum of two (2) times per year to evaluate the implementation of this Agreement and if necessary provide recommendations to the Management Committee for its revision and updating as appropriate.
- 3.1 One of the meetings will be held in March of each year for the purpose of reviewing the administration of this Agreement and preparing a report to the Management Committee.

OPERATION:

- 4.0 Decisions of the Implementation Committee shall be taken on the basis of unanimous consent amongst Committee members.

MEMBERSHIP:

5.0 The Committee shall have representation from each Party as follows:

Manager, Yukon Division
Environmental Protection Branch
Environment Canada

and

Director,
Environmental Protection and Assessment Branch
Department of Renewable Resources

- 5.1 Other individuals may be invited to attend Implementation Committee meetings as observers or for purposes of making presentations.
- 5.2 Implementation Committee members may designate alternates to attend Implementation Committee meetings in their respective places when unable to personally attend.
- 5.3 The Parties may appoint further members to this Implementation Committee by mutual written consent.