



Administrative agreement between  
the Government of Saskatchewan  
and the Government of Canada  
**regarding the administration of  
the *Wastewater Systems Effluent  
Regulations* in Saskatchewan**

**ADMINISTRATIVE AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF SASKATCHEWAN**

**AND**

**THE GOVERNMENT OF CANADA**

**REGARDING THE ADMINISTRATION OF THE**

***WASTEWATER SYSTEMS EFFLUENT REGULATIONS***

**IN SASKATCHEWAN**

**This Administrative Agreement is made between:**

**THE GOVERNMENT OF CANADA** as represented by the Minister of the Environment (herein referred to as "Canada")

**AND**

**THE GOVERNMENT OF SASKATCHEWAN** as represented by the Minister Responsible for the Water Security Agency (herein referred to as "Saskatchewan")

**WHEREAS** Canada and Saskatchewan are signatories to the *Canada-wide Strategy for the Management of Municipal Wastewater Effluent* that establishes national performance standards for effluent quality from wastewater systems that discharge wastewater effluent to surface water and establishes a one-window approach to governance so owners and operators of wastewater systems deal with a single regulatory body;

**AND WHEREAS** Canada published the *Wastewater Systems Effluent Regulations* as one of the federal government's commitments to implement the *Canada-wide Strategy for the Management of Municipal Wastewater Effluent*;

**AND WHEREAS** Saskatchewan's, *Environmental Management and Protection Act, 2010* came into force on June 1, 2015;

**AND WHEREAS** Saskatchewan's, *The Waterworks and Sewage Works Regulations*, which aim to protect provincial water from pollution through, among other measures, the issuance of permits to construct, modify, or operate sewage works also came into force on June 1, 2015;

**AND WHEREAS** Saskatchewan has in place its *Drinking Water and Wastewater Enforcement Protocol* (EPB 222) – April 2008 and Canada has in place its *Compliance and Enforcement Policy for the Habitat Protection and Pollution Prevention Provisions of the Fisheries Act* - November 2001;

**AND WHEREAS** Canada and Saskatchewan recognize that there is a benefit to adopting a cooperative and harmonized 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** Canada and Saskatchewan agree that Saskatchewan, due to its existing relationship with owners and operators of municipally, privately and provincially owned wastewater systems, is well positioned to act as the point of contact for the administration of the *Wastewater Systems Effluent Regulations*;

**AND WHEREAS** section 4.1 of the *Fisheries Act* and 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* enable the Minister of the Environment to enter into agreements with a province to further the purposes of the Act, including facilitating joint action in areas of common interest, reducing overlap and harmonizing respective programs;

**AND WHEREAS** paragraph 3(8)(a) of the *Environmental Management and Protection Act, 2010* enables, the Minister Responsible for the Water Security Agency, subject to Lieutenant Governor in Council approval, to enter into agreements with the Government of Canada for the purposes of furthering, undertaking and enforcing the Minister's activities and responsibilities pursuant to this Act;

**AND WHEREAS** the Minister Responsible for the Water Security Agency is the appropriate Minister under OC 239/2015 for matters related to municipally, privately and provincially owned wastewater systems covered by the WSER in Saskatchewan, is authorized to enter into this Administrative Agreement on behalf of the Government of Saskatchewan;

**NOW THEREFORE** Canada and Saskatchewan (herein referred to as "the Parties" collectively and "Party" individually) agree as follows:

## **1. DEFINITIONS AND INTERPRETATION**

- 1.1 "Agreement" means this Administrative Agreement and includes annexes A, B, and C and any amendments made to the Agreement in accordance with section 8.1 herein.
- 1.2 "Authorization Officer" has the same meaning as that set out in section 1 of the *Wastewater Systems Effluent Regulations*.
- 1.3 "Chief Inspector" means the Chief Inspector of the Environmental and Municipal Management Services Division of the Water Security Agency.
- 1.4 "Compliance Promotion" means any actions or measures, including site visits, taken by Canada or Saskatchewan that promote conformity with the *Wastewater Systems Effluent Regulations*.
- 1.5 "Enforcement Activities" means the activities and measures undertaken by specifically designated personnel as described in the *Compliance and Enforcement Policy for the Habitat Protection and Pollution Prevention Provisions of the Fisheries Act* - November 2001, as amended from time to time, and in the *Drinking Water and Wastewater Enforcement Protocol* (EPB 222) of Saskatchewan, as amended from time to time.
- 1.6 "Environment and Climate Change Canada" means the Department of the Environment of the Government of Canada.
- 1.7 "*Environmental Management and Protection Act, 2010*" or "EMPA 2010" means *The Environmental Management and Protection Act, 2010*, Chapter E-10.22 of the *Statutes of Saskatchewan*, as amended from time to time.
- 1.8 "ERRIS" means Canada's Effluent Regulatory Reporting Information System, a web-based national reporting system used to collect and store the information reported under the *Wastewater Systems Effluent Regulations*.

- 1.9 “*Fisheries Act*” means the *Fisheries Act*, R.S.C., 1985, c. F-14, as amended from time to time.
- 1.10 “Management Committee” means the committee that the Parties agree to establish as described in section 4.6 and in Annex B of this Agreement.
- 1.11 “Ministry of Environment” means the Ministry of Environment of the Government of Saskatchewan.
- 1.12 “Permit” means a permit issued to the owner of a “Sewage Works”, as defined in section 1.13 below, by the Minister Responsible for the Water Security Agency pursuant to subsection 24(1), paragraph 28(1)(h) and paragraph 28(6)(a) of the EMPA 2010, which sets out the terms and conditions by which a Sewage Works may be operated, and which may include a permit, order, licence or approval continued as a permit issued pursuant to that Act, and which has not expired or been suspended or cancelled.
- 1.13 “Sewage Works” has the same meaning as set out in subsection 2(1)(ee) of the *Environmental Management and Protection Act, 2010*.
- 1.14 “Wastewater System” has the same meaning as set out in section 1 of the *Wastewater Systems Effluent Regulations*.
- 1.15 “*Wastewater Systems Effluent Regulations*” or “WSER” means the regulations registered as SOR/2012-139 made under the *Fisheries Act* and published in the *Canada Gazette*, Part II, on July 18, 2012, as amended from time to time.
- 1.16 “*The Waterworks and Sewage Works Regulations*” means *The Waterworks and Sewage Works Regulations*, Chapter E-10.22 Reg 3, under the EMPA 2010 as amended from time to time.
- 1.17 “Water Security Agency” means the Water Security Agency, a Crown corporation of the Government of Saskatchewan.
- 1.18 “WSER Regulated Community” means the owners and operators of Wastewater Systems in Saskatchewan, which are municipally, privately, or provincially owned or operated, and subject to the WSER.
- 1.19 For the purposes of interpretation, the words in the singular include the plural and vice versa and words in one gender include all genders.

## **2. PURPOSE AND OBJECTIVES OF THE AGREEMENT**

### **2.1 Purpose**

The purpose of this Agreement is to facilitate cooperation between the Parties with respect to the administration and enforcement of the WSER and to reduce duplication resulting from comparable federal and provincial legislation with respect to wastewater in Saskatchewan.

### **2.2 Objectives**

The objectives of this Agreement are to

- 2.2.1 Identify the holder of the position designated as the Authorization Officer in Saskatchewan for Column 3 of Schedule 1 of the WSER and his or her duties as related to the administration of those regulations.
- 2.2.2 Describe roles and responsibilities for the Parties in order to facilitate cooperation in the administration of the WSER, including recognizing Saskatchewan as the point of contact for the administration of the WSER for the WSER Regulated Community.
- 2.2.3 Describe how the Parties will endeavour to cooperate with respect to Enforcement Activities taking place under their respective responsibilities, to help increase the effectiveness and efficiency of each Party's enforcement efforts, while recognizing that Canada is at all times responsible for the enforcement of the WSER, and that Saskatchewan is at all times responsible for the enforcement of *The Waterworks and Sewage Works Regulations*.
- 2.2.4 Establish the procedures for the Parties' collaboration relative to the ERRIS for the reporting of information in accordance with the requirements in the WSER.
- 2.2.5 Establish a Management Committee to oversee the implementation of this Agreement.

## **3. PRINCIPLES**

- 3.1 The Parties' decisions will be based on science and risk-management approaches to achieve positive environmental and health results.
- 3.2 The Parties will act to address environmental matters in ways which respect their jurisdiction and responsibility. Nothing in this Agreement alters the legislative or other authority of the governments or the rights of either Party with respect to the exercise of their legislative or other authorities.
- 3.3 The Parties agree on the importance of timeliness and minimal duplication throughout the implementation of this Agreement.

- 3.4 The Parties recognize the importance of regular and open communication to ensure effective information sharing and cooperation, and to prevent overlapping activities and disputes between the Parties to this Agreement.

#### **4. ACTIVITIES COVERED BY THIS AGREEMENT**

The Parties agree to collaborate in carrying out the following activities:

##### **4.1 Authorization Officer for the WSER**

- 4.1.1 The Chief Inspector is designated as the Authorization Officer for the purpose of the WSER for the province of Saskatchewan as set out in Column 3 of Schedule 1 of the WSER.
- 4.1.2 The Chief Inspector and all Water Security Agency officials who support administration of the WSER under this agreement will comply with all applicable law and adhere to the WSER guidance material developed by Canada in carrying out their responsibilities as set out in this Agreement.
- 4.1.3 Canada will provide, if requested by Saskatchewan, training on the WSER to the Chief Inspector and all Water Security Agency officials who support administration of the WSER under this agreement, either at a face-to-face meeting or through other means, as deemed feasible by Canada.

##### **4.2 Reporting**

- 4.2.1 For the purposes of subsections 18(4), 19(4), and 48(1) of the WSER, the ERRIS is the electronic reporting system specified by Canada to be used by owners and operators of Wastewater Systems for submitting or reporting information set out in sections 18, 19, 20, 25, 35, 40 and 44 and subsection 29(2) of the WSER.
- 4.2.2 The Parties will have access to the information in the ERRIS that is reported by the WSER Regulated Community.
- 4.2.3 Canada will provide the Chief Inspector with sufficient privileged access to the ERRIS to carry out his or her responsibilities under the WSER. In so doing, Canada grants the Chief Inspector the right to use, download, and reproduce WSER-related information in the ERRIS. Canada explicitly does not grant the right to modify or remove WSER-related information from the ERRIS.
- 4.2.4 Where the WSER Regulated Community submits, in paper format, information for the purposes of reporting under sections 18, 19, 20, 25, 35, 40 or 44 and subsection 29(2) of the WSER, the Chief Inspector will enter said information into the ERRIS.
- 4.2.5 Saskatchewan will keep all WSER-related information submitted or reported in paper format by the WSER Regulated Community for the term of this Agreement. Unless requested earlier by Canada, Saskatchewan will provide all of the paper documents

to the wastewater program of Environment and Climate Change Canada no later than three months following termination or expiry of this Agreement.

4.2.6 Canada will provide guidance materials and training on the ERRIS to the Chief Inspector and all Water Security Agency officials who support administration of the WSER under this agreement, as required in Annex A.

4.2.7 The Parties' roles and responsibilities concerning the ERRIS are detailed in Annex A.

### 4.3 **Program Administration for the WSER**

4.3.1 Saskatchewan will be the point of contact for the WSER for the WSER Regulated Community.

4.3.2 Saskatchewan will review the information submitted by the WSER Regulated Community through the ERRIS.

4.3.3 Saskatchewan, while providing information and guidance and undertaking measures to encourage compliance with the requirements of the Saskatchewan Permits related to Sewage Works made under the EMPA 2010, will also provide information and guidance to the WSER Regulated Community as appropriate, and consistent with Canada's WSER guidance material, to promote awareness of WSER requirements.

4.3.4 Saskatchewan will identify members of the WSER Regulated Community suspected of non-compliance with the WSER and as soon as feasible upon such identification refer any suspected instances of non-compliance with the WSER, to the manager of enforcement for the Saskatchewan District, Environment and Climate Change Canada using the reporting format outlined in Annex C of this Agreement. Therefore, the information to be provided will contain the wastewater system name, a description of the incident that includes the type of non-compliance reported and the period to which it relates.

4.3.5 Saskatchewan will inform the manager of enforcement for the Saskatchewan District, Environment and Climate Change Canada, as soon as feasible, when initiating enforcement measures regarding a member of the WSER Regulated Community suspected of non-compliance under the EMPA 2010.

4.3.6 Saskatchewan will document for each interaction (such as communications and site visits) with the WSER Regulated Community, the date, nature of interactions, name and titles of persons contacted, and measures undertaken to promote awareness of WSER requirements, and provide this information to the manager of the wastewater program, Environment and Climate Change Canada, as requested, and within the time frame requested.

4.3.7 Saskatchewan will inform the manager of the Wastewater Program, Environment and Climate Change Canada as soon as feasible but no later than five business



days from the date of the issuance of a temporary bypass authorization or a temporary authorization to deposit un-ionized ammonia under the WSER.

- 4.3.8 Saskatchewan will inform the manager of the Wastewater Program, Environment and Climate Change Canada as soon as it has been made aware of any planned releases of wastewater that cannot be authorized under the WSER.
- 4.3.9 Saskatchewan will provide an annual summary to the Management Committee regarding activities under sections 4.3.3, 4.3.4, 4.3.5, 4.3.6, 4.3.7, and 4.3.8 of this Agreement on or before May 31 of each year, for the previous calendar year.

#### **4.4 Cooperation on Compliance Promotion**

- 4.4.1 The Parties agree they may collaborate in delivering regional presentations to the WSER Regulated Community and the owners and operators of municipally, privately and provincially owned or operated Wastewater Systems operating under Permits regarding the WSER, *The Waterworks and Sewage Works Regulations* and the EMPA 2010 during the term of this Agreement, as deemed necessary.
- 4.4.2 The Parties may collaborate on assessing how best to use the wastewater and municipal associations to provide information to the WSER Regulated Community in Saskatchewan during the term of this Agreement.
- 4.4.3 Canada is responsible for the development of its Compliance Promotion materials for the WSER.

#### **4.5 Cooperation on Enforcement**

- 4.5.1 The Parties agree to cooperate with respect to Enforcement Activities taking place under their respective responsibilities. This cooperation may include, but is not limited to, planning and coordination of Enforcement Activities, sharing all types of information such as inspection reports and evidence, undertaking joint inspections and other activities as deemed appropriate. The means of cooperation will be established by the Management Committee as described in section 2.2 of Annex B to this Agreement.
- 4.5.2 Canada is the point of contact for the enforcement of the WSER and remains responsible at all times for the enforcement of the WSER and the pollution prevention provisions of the *Fisheries Act*.
- 4.5.3 Saskatchewan is the point of contact for the enforcement of the EMPA 2010 and *The Waterworks and Sewage Works Regulations*, and remains responsible at all times for their enforcement.

#### **4.6 Management Committee for this Agreement**

- 4.6.1 The Parties will establish a Management Committee to oversee the implementation of this Agreement.
- 4.6.2 The roles and responsibilities of the Management Committee are described in the terms of reference appended to this Agreement as Annex B.

### **5. ACCOUNTABILITY**

- 5.1 Each Party remains ultimately accountable and legally responsible for the administration and enforcement of its own regulatory and legislative requirements with respect to wastewater effluent.

### **6. ACCESS TO INFORMATION AND PRIVACY**

- 6.1 The Parties expressly acknowledge that their respective access to information and protection of privacy legislation applies to information gathered by or exchanged between parties for the purpose of complying with 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 notify each other through the Management Committee of any application for access to information received relating to this Agreement.

### **7. FINANCIAL PROVISIONS**

- 7.1 Canada will provide financial compensation to Saskatchewan in the total amount of \$102,167, for the term of this Agreement, for the activities set out in this Agreement undertaken by Saskatchewan that are above and beyond the Saskatchewan commitment to implement the *Canada-wide Strategy for the Management of Municipal Wastewater Effluent*.
- 7.2 Payment of the total amount set out in section 7.1 of this Agreement will be made in five equal installments of \$20,433.40, with the first installment to be made following the date upon which this Agreement becomes effective, in respect of the first twelve-month period of the term of this Agreement, and each succeeding installment to be made within, and in respect of, each subsequent twelve-month period of the term of this Agreement.
- 7.3 In the event that this Agreement is terminated by either Party prior to the end of the term of this Agreement, Canada will discontinue payment of any of the remaining installments set out in section 7.2 of this Agreement and Saskatchewan will reimburse Canada a pro-rated amount of the installment received in that twelve-month period in which the Agreement is terminated, no later than sixty days following termination of the Agreement.

## **8. AMENDMENT AND REVIEW OF THIS AGREEMENT**

- 8.1 This Agreement may be amended from time to time by mutual written consent of the Ministers.
- 8.2 Canada will conduct a review of this Agreement 15 months before its expiry. The review will, at a minimum, determine whether the objectives, roles, and responsibilities and activities have been met or undertaken, and identify any corrective action that may be required. The review report will be made available to the Management Committee no later than the expiration of the Agreement.
- 8.3 Canada will retain the intellectual property rights and interests in the review report referred to in section 8.2. In the event that Saskatchewan wishes to contribute to the review or to conduct a joint review of the Agreement with Canada, the Parties will collaborate to establish how the review will be carried out, addressing at minimum the requirements described above, and adequately deal with the question of intellectual property rights and interests in the review report.

## **9. EXECUTION, DURATION AND TERMINATION OF THE AGREEMENT**

- 9.1 This Agreement may be signed in several counterparts and each counterpart constitutes an original document; these counterparts taken together constitute one and the same Agreement. The Parties agree that executed counterparts may be transmitted by facsimile machine and that such counterparts will be treated as originally executed instruments. Each Party undertakes to provide the other Party with an original copy of the Agreement bearing their respective actual original signatures within a reasonable period of time following execution of this Agreement.
- 9.2 This Agreement becomes effective on the date of the last signature affixed to this Agreement.
- 9.3 This Agreement terminates five years after the date on which it comes into effect.
- 9.4 This Agreement may be terminated earlier by either Party giving the other Party at least six months written notice of termination; the notice would be sent through the co-chairperson of the Management Committee of the other Party.
- 9.5 The Parties have agreed to prepare this Agreement in the English language.

## **10. DISPUTE RESOLUTION**

- 10.1 The Parties agree that any dispute between them with respect to the interpretation, implementation, and administration of this Agreement is to be resolved by the co-chairpersons of the Management Committee within twenty business days of the dispute being brought to the attention of the co-chairpersons.
- 10.2 Nothing in this Agreement precludes either of the Parties from fulfilling their respective mandates and obligations pursuant to their respective jurisdictions while

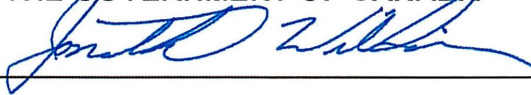
the Parties reach a resolution or from taking such actions as may be deemed necessary in the event the Parties fail to reach resolution.

**11. ENTIRE AGREEMENT**

11.1 This Agreement constitutes the entire and sole agreement between the Parties and supersedes all other communications, negotiations, and agreements between the Parties in relation to the purpose and subject matter of this Agreement.

**IN WITNESS WHEREOF**, this Agreement has been executed on behalf of Canada by the federal Minister of the Environment, and on behalf of Saskatchewan by the Minister Responsible for the Water Security Agency.

**FOR THE GOVERNMENT OF CANADA**

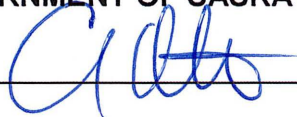


THE HONOURABLE Jonathan Wilkinson

Minister of the Environment

Date August 25, 2020

**FOR THE GOVERNMENT OF SASKATCHEWAN**



THE HONOURABLE Greg Ottenbreit

Minister Responsible for the Water Security Agency

Date ~~Oct 1~~ / 2020  
Sept 21, 2020

## **ANNEX A**

### **THE PARTIES' ROLES AND RESPONSIBILITIES CONCERNING THE EFFLUENT REGULATORY REPORTING INFORMATION SYSTEM (ERRIS)**

#### **1. ROLES AND RESPONSIBILITIES**

Working together the Parties will do the following:

- 1.1 Coordinate activities related to the ERRIS such as the training of Saskatchewan officials on the use and function of the system and assign responsibility for carrying out those activities agreed to by the Parties;
- 1.2 Jointly review the ERRIS as required, and propose improvements as necessary.

Canada will do the following:

- 1.3 Operate, modify, and maintain the ERRIS to collect and store the information required to be reported under the WSER;
- 1.4 Provide the Chief Inspector and all Water Security Agency officials who support administration of the WSER under this agreement with training material for the ERRIS that outlines the requirements and specifications supporting the WSER reporting requirements;
- 1.5 Provide the Chief Inspector and all Water Security Agency officials who support administration of the WSER under this agreement with the ability to download the WSER information submitted by the WSER Regulated Community through the ERRIS;
- 1.6 Provide secure handling, storage, and real-time access by Environment and Climate Change Canada and Saskatchewan of information submitted to the ERRIS; and
- 1.7 Share with Saskatchewan Canada's WSER guidance material.

#### **2. REGULATORY REPORTING USING THE ERRIS**

Canada will provide the following through the ERRIS:

- 2.1 The use of the Environment and Climate Change Canada single window information management system as the point of access to the ERRIS for the establishment of ERRIS user accounts and user roles;
- 2.2. The online modules and associated interfaces necessary for the WSER Regulated Community to complete the identification report, as per section 18 of the WSER; to complete the monitoring reports, as per section 19 of the WSER; to complete the combined sewer overflow reports, as per section 20 of the WSER; to complete an

application for a temporary authorization to deposit un-ionized ammonia, as per section 35 and subsection 48(1) of the WSER; to complete an application for a temporary bypass authorization, as per section 44 and subsection 48(1) of the WSER; and

- 2.3 The ability for the Chief Inspector to generate reports stored within the ERRIS to assess compliance of the WSER Regulated Community with WSER requirements.

### **3. COSTS AND EXPENDITURES**

- 3.1 Canada will be responsible for all costs of operating, modifying, and maintaining the ERRIS modules that are or would be required for the collection of the information required to be reported under the WSER during the term of this Agreement.
- 3.2 Saskatchewan will be responsible for all costs related to the management of the WSER-related information collected through the ERRIS, once this information is downloaded to the Saskatchewan information management system.

## **ANNEX B**

### **TERMS OF REFERENCE FOR THE MANAGEMENT COMMITTEE FOR THE ADMINISTRATIVE AGREEMENT BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF SASKATCHEWAN REGARDING THE ADMINISTRATION OF THE WASTEWATER SYSTEMS EFFLUENT REGULATIONS**

#### **1. MEMBERS**

- 1.1. The Management Committee will be jointly chaired by a representative of the wastewater program of Environment and Climate Change Canada for Canada and by the Executive Director of the Environmental and Municipal Management Services Division of the Water Security Agency for Saskatchewan.
- 1.2. The Management Committee will include an equal number of representatives from Canada and Saskatchewan, and include one representative responsible for the ERRIS, one representative from the enforcement office of Environment and Climate Change Canada, one enforcement coordination representative from the Water Security Agency, and one representative from the Saskatchewan Ministry of Environment, appointed respectively by the Parties.
- 1.3. A Party may appoint alternates as per section 5.2 of this Annex.
- 1.4. Co-chairpersons, representatives, and alternates will be considered members of the Management Committee.

#### **2. RESPONSIBILITIES**

The Management Committee is responsible for the following:

- 2.1 Overseeing the implementation of this Agreement;
- 2.2 Establishing all procedures required to effectively administer this Agreement, including, but not exclusively, those pertaining to cooperation on enforcement and those ensuring that all relevant information is requested and provided appropriately to meet the timing requirements of both Parties in accordance with this Agreement;
- 2.3 Facilitating the complete and timely exchange of information relevant to this Agreement in accordance with relevant sections of this Agreement;
- 2.4 Administering and adhering to the financial provisions of this Agreement;
- 2.5 Making recommendations to the Parties regarding any amendments to this Agreement that may be required;

- 2.6 Establishing a concerted approach to the communication of information to the public and responses to media inquiries regarding this Agreement;
- 2.7 Providing written recommendations to the Parties, taking into consideration the report referred to in section 8.2 of this Agreement, for any future potential Agreement; and
- 2.8 Resolving disputes which may arise between the Parties, as described in section 10 of this Agreement.

### **3. OPERATION OF THE COMMITTEE**

- 3.1 The Management Committee may create joint federal-provincial working groups that report to the Management Committee to assist it in the effective implementation and management of this Agreement.
- 3.2 All decisions of the Management Committee will be made on a consensus basis.
- 3.3 Notwithstanding the expiry or termination of this Agreement, the Management Committee will have six months to complete its activities following the expiry or termination of this Agreement.
- 3.4 Canada will hold the secretariat function for the Management Committee.
- 3.5 The Management Committee is to record in writing all items discussed during its meetings and all decisions taken.
- 3.6 Within the two weeks following every Management Committee meeting, the Secretariat will prepare minutes and transmit these minutes to the members of the Management Committee.

### **4. PUBLIC COMMUNICATIONS**

- 4.1 Where possible, public communications and media inquiries arising from the activities undertaken pursuant to this Agreement are to be coordinated by the co-chairpersons.
- 4.2 Where one co-chairperson responds to public communications and media inquiries without prior consultation with the other co-chairperson, the responding co-chairperson is to inform the other co-chairperson and other Committee members as soon as possible.



## **5. MEETINGS**

- 5.1 The Management Committee is to meet a minimum of two times per year to implement this Agreement, or upon the request of one of the Parties, at a place and time mutually agreed to by the co-chairpersons.
- 5.2 The Party who appointed the members to the Management Committee may authorize an alternate to replace a member at Management Committee meetings on an ad hoc basis.

## ANNEX C

### FORM FOR REPORTING NON-COMPLIANCE WITH THE WSER TO ECCC ENFORCEMENT BRANCH

<b><i>Owner Name, Wastewater System Name</i></b>	<b><i>Incident Description</i></b> [reporting period] + [type of non-compliance reported]

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