

Canada Gazette

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GOVERNMENT NOTICES

DEPARTMENT OF THE ENVIRONMENT

CANADIAN ENVIRONMENTAL PROTECTION ACT, 1999

Order 2016-87-03-02 Amending the Non-domestic Substances List

Whereas, pursuant to subsection 87(5) of the *Canadian Environmental Protection Act, 1999* ([see footnote a](#)), the Minister of the Environment has added the substances referred to in the annexed Order to the *Domestic Substances List* ([see footnote b](#));

Therefore, the Minister of the Environment, pursuant to subsection 87(5) of the *Canadian Environmental Protection Act, 1999* ([see footnote c](#)), makes the annexed *Order 2016-87-03-02 Amending the Non-domestic Substances List*.

Gatineau, February 5, 2016

Catherine McKenna
Minister of the Environment

Order 2016-87-03-02 Amending the Non-domestic Substances List

Amendment

1 Part I of the *Non-domestic Substances List* ([see footnote 1](#)) is amended by deleting the following:

717-74-8
24991-61-5
25736-79-2
246856-20-2

Coming into Force

2 This Order comes into force on the day on which *Order 2016-87-03-01 Amending the Domestic Substances List* comes into force.

[8-1-o]

DEPARTMENT OF THE ENVIRONMENT

FISHERIES ACT

Administrative Agreement between the Government of Saskatchewan and the Government of Canada Regarding the Administration of the Wastewater Systems Effluent Regulations in Saskatchewan

Notice is hereby given that the Minister of the Environment has concluded with Saskatchewan the annexed agreement entitled "Administrative Agreement between the Government of Saskatchewan and the Government of Canada Regarding the Administration of the *Wastewater Systems Effluent Regulations* in Saskatchewan." This Agreement is published further to subsection 4.1(4) of the *Fisheries Act*. The English version of this Agreement is the only official version.

Contact: James Arnott, Wastewater Program, Department of the Environment, 351 Saint-Joseph Boulevard, Gatineau, Quebec K1A 0H3, ww-eu@ec.gc.ca (email).

Ottawa, April 2, 2015

LEONA AGLUKKAQ

Minister of the Environment

**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*, which 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, by OC 564/2014, ordered the issuance of a proclamation fixing June 1, 2015 as the day on which the *Environmental Management and Protection Act, 2010* shall come into force;

AND WHEREAS Saskatchewan, by OC 571/2014, proclaimed the coming into force of *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 and which come into force on June 1, 2015;

AND WHEREAS Saskatchewan has in place its *Drinking Water and Wastewater Enforcement Protocol* (EPB 222) 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 Saskatchewan to enter into agreements with the Government of Canada relating to any matter pertaining to environmental protection;

AND WHEREAS the Minister Responsible for the Water Security Agency, subject to approval of the Lieutenant Governor in Council, may be 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 and B and any amendments made to the Agreement.
- 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 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 that 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 Canada will provide, if requested by Saskatchewan, training on the WSER to the Chief Inspector, and his or her officials, 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 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 his or her officials, 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 to promote awareness of WSER requirements.

4.3.4 Saskatchewan, when identifying Wastewater System owners and operators suspected of non-compliance with the EMPA 2010, will also identify members of the WSER Regulated Community suspected of non-compliance with the WSER. Saskatchewan will inform the manager of enforcement for the Saskatchewan District, Environment Canada, of the status of the latter, and of the measures undertaken as per section 4.3.3 of this Agreement to promote awareness of WSER requirements among those owners and operators.

4.3.5 Saskatchewan will inform the manager of enforcement for the Saskatchewan District, Environment Canada, 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 Canada, as requested, and within the time frame requested.

4.3.7 Saskatchewan will provide an annual summary to the Management Committee regarding activities under sections 4.3.5 and 4.3.6 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 will 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 \$140,000.00, 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 \$28,000.00, 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 six 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 as of the later of June 1, 2015 or 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 20 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 LEONA AGLUKKAQ
Minister of the Environment

Date April 2, 2015

FOR THE GOVERNMENT OF SASKATCHEWAN

THE HONOURABLE HERB COX
Minister Responsible for the Water Security Agency

Date July 23, 2015

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 once a year, and propose improvements as necessary.

Canada will do the following:

- 1.3 Build, operate, modify and maintain the ERRIS to collect and store the information required to be reported under the WSER;
- 1.4 Provide Saskatchewan with training material for the ERRIS that outlines the requirements and specifications supporting the WSER reporting requirements;
- 1.5 Provide Saskatchewan with the ability to download the WSER information submitted by the WSER Regulated Community through the ERRIS; and
- 1.6 Provide secure handling, storage and real-time access by Environment Canada and Saskatchewan of information submitted to the ERRIS.

2. REGULATORY REPORTING USING THE ERRIS

Canada will provide the following through the ERRIS:

- 2.1 The use of the Environment 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 transitional authorization, as per section 25 and subsection 48(1) 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 building, 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 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 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.

[8-1-o]

DEPARTMENT OF ENVIRONMENT AND CLIMATE CHANGE

SPECIES AT RISK ACT

Description of critical habitat for the Dusky Dune Moth, the Smooth Goosefoot and the Western Harvest Mouse, dychei subspecies, in the Canadian Forces Base Suffield National Wildlife Area

The Dusky Dune Moth (*Copablepharon longipenne*), the Smooth Goosefoot (*Chenopodium subglabrum*) and the Western Harvest Mouse (*Reithrodontomys megalotis dychei*) are species that are listed on Schedule 1 of the *Species at Risk Act*.

The Dusky Dune Moth is a small inconspicuous sand dune specialist moth endemic to North America that has specialized habitat requirements. The Dusky Dune Moth is associated with sparsely vegetated active sand dunes and sand blowouts that occur in the southern regions of Alberta, Saskatchewan and Manitoba.

The Smooth Goosefoot is an annual plant species in the Goosefoot family with green flowers in widely spaced clusters, erect and branching stems, and shiny black seeds. The Smooth Goosefoot is associated with semi-arid sand dune complexes in British Columbia, Alberta, Saskatchewan and Manitoba.

The Western Harvest Mouse is a small, nocturnal and long-tailed brownish mouse that often nests near the base of shrubs in dry shrub-steppe habitats that contain extensive cover. In Canada, the Western Harvest Mouse has only been found in Alberta.

The *Recovery Strategy for the Dusky Dune Moth (Copablepharon longipenne) in Canada*, available at www.sararegistry.gc.ca/species/speciesDetails_e.cfm?sid=997, the *Recovery Strategy for the Smooth Goosefoot (Chenopodium subglabrum) in Canada*, available at www.sararegistry.gc.ca/species/speciesDetails_e.cfm?sid=264 and the *Recovery Strategy for the Western Harvest Mouse dychei subspecies (Reithrodontomys megalotis dychei) in Canada*, available at www.sararegistry.gc.ca/species/speciesDetails_e.cfm?sid=492, identify critical habitat for the species in a number of areas, including a federally protected area.

Notice is hereby given that, pursuant to subsection 58(2) of the *Species at Risk Act*, subsection 58(1) of that Act applies, 90 days after this publication, to the critical habitat of the Dusky Dune Moth, the Smooth Goosefoot and the Western Harvest Mouse, *dychei* subspecies, as identified in the recovery strategies for these species — that are included in the *Species at Risk Public Registry* — within the Canadian Forces Base Suffield National Wildlife Area, the boundaries of which are described in Schedule I of the *Wildlife Area Regulations* made pursuant to the *Canada Wildlife Act*.

Interested parties are invited to contact Environment and Climate Change Canada to request clarifications regarding the location, biophysical attributes and protection of these species' critical habitat. Note, however, that some details may be withheld to protect the species and their critical habitat.

February 10, 2016

SARAH WREN
Acting Director
Species at Risk Management
Canadian Wildlife Service

[8-1-o]

DEPARTMENT OF INNOVATION, SCIENCE AND ECONOMIC DEVELOPMENT

DEPARTMENT OF INDUSTRY ACT RADIOCOMMUNICATION ACT

Notice No. SMSE-008-16 — Fee order for fixed-satellite service (FSS) and broadcasting-satellite service (BSS) spectrum in Canada

Introduction

The Minister of Innovation, Science and Economic Development is establishing a fee for spectrum licences issued under the *Radiocommunication Act* for spectrum allocated to the fixed-satellite service (FSS) and broadcasting-satellite service (BSS). The fee is established pursuant to section 19 of the *Department of Industry Act*.

Over the last two decades, technological change has had a significant impact on the satellite industry, enabling the introduction of new products and services into the marketplace. This has fuelled an increase in demand for the commercial provisioning of satellite capacity and satellite-based services. In response, the Department has been moving away from apparatus-based licensing (radio licences) for satellite services and, as a first step, implemented spectrum-based licensing (spectrum licences) for the use of spectrum to provide mobile satellite service (MSS).

Spectrum licences have a number of advantages over radio licences as a means of authorizing the use of spectrum. Spectrum licence fees are based on the amount of spectrum authorized, independent of usage. Because the fee is therefore a fixed cost, it is in the operators' best commercial interests to maximize the use of that spectrum, contributing to good stewardship of spectrum, which is a public resource. Furthermore, a spectrum licence regime is less cumbersome for both operators and the Department to administer.

The Department therefore plans to issue spectrum licences for the authorization of FSS and BSS spectrum to replace existing radio licences that authorize the use of FSS and BSS spectrum as of April 1, 2016.

Frequency bands allocated to FSS and BSS are identified in the *Canadian Table of Frequency Allocations* (CTFA), as amended from time to time.

There is currently no fee in place for FSS and BSS satellite spectrum licences.

The fee outlined in the fee schedule below was developed after extensive consultation and was presented for comment as per the requirements of the *User Fees Act* through *Canada Gazette* notice No. SMSE-021-14 on December 13, 2014. No complaints were received under section 4.1 of the *User Fees Act* on the final fee proposal. In accordance with the *User Fees Act*, the fee proposal was presented to both houses of Parliament and approved earlier this year.

Fee schedule

The Minister of Innovation, Science and Economic Development, pursuant to section 19 of the *Department of Industry Act*, hereby fixes the following spectrum licence fee, effective as of April 1, 2016. The fee is applicable to spectrum licences issued by the Minister pursuant to subparagraph 5(1)(a)(i.1) of the *Radiocommunication Act* to authorize the use of FSS and BSS spectrum.

Interpretation

For the purpose of this fee schedule,

"spectrum licence" means a licence permitting the use of radio frequencies (spectrum) in an area (or orbital position). The licence is associated with the frequencies.

"fixed-satellite service (FSS)" means the use of specific radio frequencies by satellites to deliver communications between fixed points on the earth. Typical services include telephony, Internet connectivity and private data networks.

"broadcasting-satellite service (BSS)" means the use of specific radio frequencies by satellites to deliver broadcasting services directly to the public (e.g. direct-to-home satellite television).

"satellite" means the spacecraft, or portion of the spacecraft, associated with a particular licence.

"annual fee" means the fee payable for the continuance in force of the spectrum licence until the spectrum licence expires.

"megahertz (MHz)" means 1 million hertz. A hertz is a unit for measuring radio frequencies.

Annual spectrum licence fee

Satellite spectrum licences are typically issued for a term of 20 years from the date the licence is issued. The fee is payable on an annual basis.

The annual fee for a spectrum licence assigned to authorize the use of FSS and BSS spectrum is \$120 per megahertz (MHz).

The fee will be applicable once the licensee has launched a satellite. Where a spectrum licence is issued to a licensee who has already launched a satellite, the fee will be applicable immediately. Where a licensee has not yet launched a satellite using the licensed spectrum, the licence is issued immediately, but the fee will only be charged once the satellite is launched.

Once charged, the fee will remain applicable until the end of the spectrum licence term.

Prorated spectrum licence fees

For the portion of the first year during which the fee is applicable, the fee will be payable immediately and on a pro-rated basis, at a monthly rate of \$10/MHz, until the next March 31.

For licences with terms of less than one year, or terms that expire before March 31, the annual fee will be payable immediately and on a pro-rated basis, at a monthly rate of \$10/MHz.

General notes

Licence fees are payable on an annual basis, in advance, and are due by March 31 of each year.

A satellite will be considered launched when it has been placed in its assigned orbital location or orbit.

The Minister may allocate new frequency bands for FSS and BSS, which will be reflected in future versions of the CTFA. This fee order will apply to spectrum licences for those bands.

February 4, 2016

NAVDEEP BAINS
*Minister of Innovation,
Science and Economic Development*

[8-1-0]

DEPARTMENT OF INNOVATION, SCIENCE AND ECONOMIC DEVELOPMENT

RADIOCOMMUNICATION ACT

Notice No. SMSE-010-16 — Release of RSS-134, Issue 2

Notice is hereby given that Innovation, Science and Economic Development Canada (ISED) is releasing the following document:

- Radio Standards Specification RSS-134, Issue 2, *900 MHz Narrowband Personal Communication Service*, which sets out standards for transmitters and receivers for narrowband personal communication services (PCS) in the 900 MHz band.

RSS-134, Issue 2, will come into force upon its publication on the Department's Web site (<http://www.ic.gc.ca/spectrum>).

General information

A review of RSS-134 has been coordinated with industry through the Radio Advisory Board of Canada. The Radio Equipment Standards Lists will be amended accordingly.

Submitting comments

Interested parties are requested to provide their comments within 90 days of the date of publication of this notice using the online "General Inquiry" form at <http://www.ic.gc.ca/eic/site/ceb-bhst.nsf/frm-eng/EABV-9X4GEH>. Comments and suggestions for improving this standard may be submitted online using the "Standard Change Request" form at <http://www.ic.gc.ca/eic/site/ceb-bhst.nsf/frm-eng/EABV-9VCLQJ>.

Obtaining copies

Copies of this notice and of documents referred to herein are available electronically on Innovation, Science and Economic Development Canada's Spectrum Management and Telecommunications Web site at <http://www.ic.gc.ca/spectrum>.

Official versions of *Canada Gazette* notices can be viewed at <http://www.gazette.gc.ca/rp-pr/p1/index-eng.html>.

February 2016

DANIEL DUGUAY
*Director General
Engineering, Planning and Standards Branch*

[Footnote a](#)

S.C. 1999, c. 33

[Footnote b](#)

SOR/94-311

[Footnote c](#)

S.C. 1999, c. 33

[Footnote 1](#)

Supplement, *Canada Gazette*, Part I, January 31, 1998

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