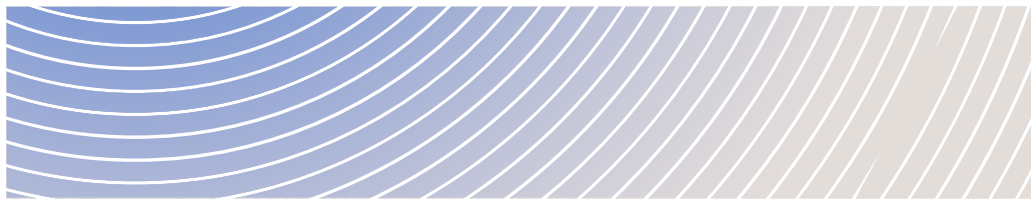


Cooperation Plan for the Impact Assessment of the Gazoduq Project



FINAL VERSION

June 30, 2020

1. Introduction

On January 22, 2020, the Impact Assessment Agency of Canada (the Agency) determined that an impact assessment was required for the Gazoduq Project (the Project) under section 16 of the *Impact Assessment Act* (IAA). The Project is also subject to Quebec's environmental assessment and review procedure in accordance with the *Environment Quality Act* (EQA) and the *Regulation respecting the environmental impact assessment and review of certain projects*. On December 6, 2018, Quebec's Ministère de l'environnement et lutte contre les changements climatiques (MELCC), sent the proponent the directive for preparing an environmental impact assessment statement,

For any project subject to a federal impact assessment, the IAA requires the Agency to develop an impact assessment cooperation plan that sets out how it will cooperate with other jurisdictions. In accordance with paragraph 18(1)(b) of the IAA, this plan must be provided to the proponent at the same time as the notice of commencement of the impact assessment is posted, at the end of the planning stage.

In order to coordinate the environmental and impact assessment processes with respect to the Gazoduq Project and to work together to reduce, to the extent possible, administrative delays, while ensuring compliance with the jurisdictions, laws and regulations of both Quebec and of Canada, as well as the protection of the environment, and to ensure that the public has the opportunity to participate in a meaningful way in these procedures, the Government of Canada and the Government of Québec have concluded the *Canada-Quebec Cooperation Agreement on the Coordination of the Environmental Assessment and Impact Assessment Processes for the Gazoduq Project*. The attached Agreement therefore constitutes the content of the Impact Assessment Cooperation Plan for the Gazoduq Project pursuant to paragraph 18(1)(b) of the IAA.

Since the Project is also subject to the *Canadian Energy Regulator Act* (CERA), the Project will automatically be referred to a review panel and must meet the legal requirements of both the CERA and the IAA. A review panel whose mandate covers the requirements of both the IAA and the CERA is an "integrated review panel" (the federal review panel as defined in the Agreement below). The Agency will coordinate the impact assessment process with the Canada Energy Regulator.

COOPERATION AGREEMENT

BETWEEN

THE GOVERNMENT OF CANADA

AND

THE GOVERNMENT OF QUEBEC

CONCERNING

**THE COORDINATION OF THE ENVIRONMENTAL ASSESSMENT AND
IMPACT ASSESSMENT PROCESSES FOR THE GAZODUQ PROJECT**

NOTE: This Agreement is an English translation of the original French Agreement.

CANADA-QUÉBEC COOPERATION AGREEMENT ON THE COORDINATION OF THE ENVIRONMENTAL AND IMPACT ASSESSMENT PROCESSES FOR THE GAZODUQ PROJECT

BETWEEN

THE GOVERNMENT OF CANADA, represented by the Minister of the Environment and Climate Change,

hereafter referred to as "Canada",

AND

THE GOVERNMENT OF QUEBEC, represented by the Minister of the Environment and the Fight Against Climate Change and the Minister Responsible for Canadian Relations and the Canadian Francophonie,

hereafter referred to as "Québec",

Hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS both Parties have environmental and impact assessment responsibilities and shall determine how to carry out these responsibilities for the purposes of applying their respective legislation;

WHEREAS the Parties concluded in 2004 and renewed in 2010 the Canada-Quebec Agreement on Environmental Assessment Cooperation, which was rendered null and void by the Parties' legislative amendments;

WHEREAS the *Impact Assessment Act* provides, in section 21, that the Impact Assessment Agency of Canada or, if the Federal Minister of the Environment and Climate Change has referred the impact assessment of the designated project to a review panel, he or she is required to offer to consult and cooperate with the government of a province with respect to the impact assessment of the project;

WHEREAS the Minister of Environment and Climate Change may, pursuant to paragraphs 114(1)(c) and (f) of the *Impact Assessment Act*, enter into agreements with the government of a province;

WHEREAS the Quebec *Environment Quality Act* provides, in section 31.8.1, that where a project is subject to the environmental impact assessment and review process provided for in that Act is also subject to an environmental assessment process prescribed under an Act of a legislative authority other than the Parliament of Quebec, the Minister of the Environment and the Fight Against Climate Change may enter into an agreement with any relevant authority to coordinate the environmental assessment processes, including through the establishment of a unified process;

WHEREAS the Gazoduq Project, initiated by Gazoduq Inc. is currently undergoing an integrated impact assessment under the *Impact Assessment Act*;

WHEREAS the Project is also subject to an environmental impact assessment and review process under the Quebec *Environment Quality Act*;

WHEREAS the Minister of Environment and Climate Change is required, under section 43 of the *Impact Assessment Act*, to refer the impact assessment of the Gazoduq Project to a review panel;

WHEREAS the Panel is required, pursuant to subsection 51(3) of the *Impact Assessment Act*, to include in its report the conclusions and recommendations necessary for the issuance of certificates, permits, licences, orders, authorizations, approvals or exemptions under the *Canadian Energy Regulator Act* with respect to the Gazoduq Project;

WHEREAS the Impact Assessment Agency of Canada and the Canada Energy Regulator signed a Memorandum of Understanding for integrated impact assessments under the *Impact Assessment Act* in which an administrative framework was put in place to facilitate, among other things, the coordination of their activities and the communication of information in accordance with the legal requirements of the *Impact Assessment Act* and the *Canadian Energy Regulator Act*,

WHEREAS the Parties wish to coordinate the environmental and impact assessment processes with respect to the Gazoduq Project and to work together to reduce, to the extent possible, administrative delays, while ensuring compliance to the jurisdictions and laws and regulations of each Party, as well as the protection of the environment, and to ensure that the public has the opportunity to participate in a meaningful way in these procedures;

WHEREAS the Bureau d'audiences publiques sur l'environnement du Québec and the Impact Assessment Agency of Canada were consulted on the rules of procedure to be applied and adapted in the context of the coordination of the environmental and impact assessment processes for the Gazoduq Project, as well as on the sharing of costs and administrative and technical support.

WHEREAS following this consultation, the Bureau d'audiences publiques sur l'environnement du Québec adapted its rules of procedure as set out in Schedule I of this Agreement;

WHEREAS the Parties agree that the rules of procedure of the Bureau d'audiences publiques sur l'environnement du Québec shall apply with the adaptations set out in Schedule I of this Agreement;

WHEREAS the Parties agree that it is appropriate to specify in a cooperation agreement the terms and conditions for the coordination of the environmental assessment and impact assessment processes for the Gazoduq Project.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Agreement:

Agency: Impact Assessment Agency of Canada

BAPE: Bureau d'audiences publiques sur l'environnement du Québec established under section 6.1 of the Quebec *Environment Quality Act*.

BAPE Panel: Panel established by the president of the Bureau d'audiences publiques sur l'environnement pursuant to section 4 of the Rules of Procedure of the Bureau d'audiences publiques sur l'environnement (RLRQ, chapter Q-2, r. 45.1).

Federal Review Panel: A federal review panel established under subsection 47(1) of the *Impact Assessment Act*.

Agreement: This Canada-Quebec Cooperation Agreement on the Coordination of the Environmental Assessment and Impact Assessment Processes for the Gazoduq Project.

MEFCC: Minister of the Environment and the Fight Against Climate Change

IAC: *Impact Assessment Act* (L.C. 2019, ch. 28, art. 1), adopted by Canada.

EQA: Quebec *Environmental Quality Act* (RLRQ, chapter Q-2), adopted by Quebec.

Environmental Impact Assessment Process: the assessment of the environmental effects and impacts of a project conducted in accordance with the *Impact Assessment Act* or the environmental impact assessment and review process provided for in sections 31.1 et seq. and according to the Quebec *Environment Quality Act*.

Project: the Gazoduq Project, initiated by Gazoduq Inc.

2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish the terms and conditions for cooperation and coordination of the Parties' environmental assessment and impact assessment processes for the

Project, while ensuring compliance to each Party's jurisdiction, laws and regulations, environmental protection and public participation.

3. INTERPRETATION

- 3.1 Under this Agreement, neither Party waives its obligations, powers, jurisdiction, rights, privileges, prerogatives and immunities.
- 3.2 Nothing in this Agreement, or any actions or practices arising therefrom, modifies or may be construed to diminish or reduce the obligations, powers, jurisdiction, rights, privileges, attributions, appeals or claims of the Governments of Canada and Quebec.
- 3.3 In the event of any ambiguity, the Agreement shall be interpreted in accordance with the IAA and the EQA.
- 3.4 The Agreement does not in any way affect the independence and autonomy of the BAPE Panel and the Federal Review Panel in carrying out the mandates entrusted to them.

4. SCOPE OF THE AGREEMENT

- 4.1 This Agreement applies only to the environmental and impact assessment processes under the IAA and the EQA for the Project.

5. COOPERATION PRINCIPLES

The Parties agree to coordinate their environmental and impact assessment processes according to the following principles:

- 5.1 The Parties recognize the importance of working together to establish predictable, efficient and transparent processes for the environmental and impact assessment of the Project and to facilitate public consultation.
- 5.2 The Parties make every attempt to meet the timelines set out in the Agreement.
- 5.3 Each Party retains its prerogative to communicate directly with Gazoduc Inc. but undertakes to keep the other Party informed of such communications, particularly with a view to optimizing exchanges with the latter while protecting the independence of the Federal Review Panel and the BAPE Panel.
- 5.4 The Parties acknowledge the BAPE's public participation expertise.
- 5.5 The Parties recognize the importance of opportunities for meaningful public participation in the environmental and impact assessment processes.
- 5.6 The environmental and impact assessment processes will also be coordinated with a view to sharing information between the Parties.

6. MANAGEMENT OF THE AGREEMENT

- 6.1 The management of the Agreement is entrusted to an Agreement Management Committee.
- 6.2 Each Party shall appoint a co-chairperson to sit on the Management Committee.
- 6.3 The Management Committee will assume the following duties:
 - a) Implement and administer jointly the Agreement;
 - b) Ensure that the timelines agreed to in the Agreement are met;
 - c) Facilitate consultation, communication and cooperation between the Parties.
- 6.4 The Director General of Environmental and Strategic Assessment of the MEFCC shall be the Quebec co-chair. The Agency Director of Review Panels shall be the Canada co-chair. Each Party will inform the other Party of any change in its designated representative.
- 6.5 Each co-chair may be accompanied by the appropriate representatives of his or her respective Party to ensure the proper management of the Agreement.

- 6.6 The Management Committee shall meet regularly, at the request of one or the other co-chair, throughout the application of the environmental and impact assessment processes to the project.

7. COORDINATION OF THE ENVIRONMENTAL AND IMPACT ASSESSMENT PROCESSES

- 7.1 The Parties, within their respective jurisdictions, agree to coordinate their environmental assessment and impact assessment processes in accordance with the following provisions.

Admissibility analysis and impact assessment phase

- 7.2 At the stage that consists mainly in determining the conformity of the impact statement with the guidelines issued by the Agency, the Directive of the Quebec Minister of the Environment and the Fight Against Climate Change (the Directive) and the document on comments and issues raised by the public on the Directive, the Parties agree to cooperate with a view to exchanging information, coordinating their communications with Gazoduq Inc. on this subject and, where possible, harmonizing their requests.
- 7.3 From the date of the filing of the Impact Statement by Gazoduq Inc., the notice regarding the admissibility (by MEFCC) of the Impact Statement and the notice (by the Agency) pursuant to subsection 19(4) of the IAA shall be sent and posted by the Parties within a period of no more than 180 days. This time limit excludes any period during which the MEFCC, the Agency or the Federal Review Panel is waiting for additional information requested from Gazoduq Inc.

Public Participation

- 7.4 Québec and Canada agree to mandate the BAPE and the Federal Review Panel, respectively, to hold jointly the information period prior to the public hearing. The purpose of this information period is to explain to the public how the public hearing sessions that will be held jointly will work, the conditions for participation and the timelines.
- 7.5 The joint holding of the information period prior to the public hearing means that the sessions will be held simultaneously, in the same locations and at the same places. The BAPE Panel and the Federal Review Panel remain independent, autonomous and distinct.
- 7.6 Quebec and Canada agree to mandate the BAPE and the Federal Review Panel, respectively, to jointly hold public hearing sessions to be held in Quebec in relation to the Project.
- 7.7 Joint public hearing sessions means that they will be held simultaneously, in the same locations and at the same places. The BAPE Panel and the Federal Review Panel remain independent, autonomous and distinct. The Parties acknowledge that the Federal Review Panel may implement measures to facilitate the participation of the Ontario public in sessions held in Quebec.
- 7.8 The BAPE's rules of procedure (Chapter Q-2, r. 45.1) shall apply with the necessary adaptations for the public hearing sessions held in Quebec and conducted jointly by the BAPE Panel and the Federal Review Panel. These adaptations, as well as the sharing of costs and administrative and technical support between the BAPE and the Agency are provided for in Schedule I of this Agreement to form an integral part thereof.
- 7.9 The time between the first public hearing session held jointly by the BAPE Panel and the Federal Review Panel and the filing of their respective reports shall be a maximum of 240 days for the BAPE Panel and a maximum of 285 days for the Federal Review Panel. This period includes any period during which the Parties are waiting for additional information requested from Gazoduq Inc. To this end, an additional 120 days will be granted to the BAPE for the purposes of the public hearing mandate, which would then be added to the four-month period provided for in section 17 of the *Regulations respecting the environmental impact assessment and review of certain projects* (RLRQ, chapter Q-2, r. 23.1), for a total of 240 days.

Indigenous consultation

- 7.10 For the purposes of the environmental and impact assessment processes of the Project, the constitutional duty to consult and, where applicable, accommodate Indigenous groups is incumbent not on the BAPE Panel or the Federal Review Panel but on the Government of Quebec and the Government of Canada, represented for this purpose by the MEFCC and the Agency respectively. The BAPE Panel and the Federal Review Panel may, however, consult Indigenous communities within the framework of their respective mandates.

Decision and authorization requirements

- 7.11 From the date of filing of the Impact Statement by Gazoduq Inc., the recommendation of the Quebec Minister of the Environment and the Fight Against Climate Change regarding the Project under the first paragraph of section 31.5 of the EQA and the Agency's recommendations under subsection 55.1(2) of the IAA shall be transmitted or posted, as the case may be, within an overall period of no more than 600 days. This time limit excludes any period during which the MEFCC, the Agency or the Federal Review Panel is waiting for additional information requested from Gazoduq Inc. in accordance with clause 7.3 of this Agreement.
- 7.12 The Parties agree to work together to promote consistency with respect to any conditions that may be imposed on Gazoduq Inc. with respect to the Project under the EQA and the IAA, as the case may be.
- 7.13 Recognizing that the decisions made under the EQA by the Government of Quebec and under the IAA by the Government of Canada are separate, the Agency and the MEFCC will keep each other informed of the timing of the respective decisions and will coordinate, to the extent possible, the announcement of these decisions. To the extent possible, neither Party will communicate its decision directly to Gazoduq Inc. or to the public without first informing the other Party.

8. DISPUTE SETTLEMENT

- 8.1 The Parties are committed to cooperate to prevent and, where appropriate, resolve any disputes concerning the implementation or interpretation of this Agreement. The Parties will make every effort to prevent disputes arising from this Agreement by keeping each other informed, in writing, of matters that could give rise to a conflict between them.
- 8.2 In the event of a dispute, the Parties shall attempt to resolve it by negotiating in good faith. Any dispute arising under this Agreement that cannot be resolved by the Management Committee as provided for in section 6.3 shall be submitted, for Quebec, to the Deputy Minister of the Environment and Fight Against Climate Change and, for Canada, to the President of the Agency so they may attempt to resolve it.

9. COMMUNICATIONS

Any notice required under this Agreement, in order to be valid and binding on the Parties, must be given in writing and must be delivered to the following contacts:

For Canada:

Impact Assessment Agency of Canada
Care of Colette Spagnuolo
160 rue Elgin, 22nd Floor
Ottawa, ON
K1A 0H3

For Quebec:

Minister of the Environment and the Fight Against Climate Change
Direction générale de l'évaluation environnementale et stratégique
Care of Yves Rochon
675 René Lévesque Est, 6th Floor, P.O. Box 83
Québec (Québec) G1R 5V7

10. DURATION, AMENDMENT AND TERMINATION OF THE AGREEMENT

- 10.1 This Agreement shall come into force on the date of the last signature and shall remain in force for the duration of the application of the environmental and impact assessment processes to the Project. The Agreement shall terminate when both Parties have rendered a decision following their respective processes under their respective legislation or when Gazoduc Inc. decides to abandon its Project.
- 10.2 Any changes to the content of this Agreement must be agreed to in writing by the Parties.
- 10.3 Either Party may terminate this Agreement upon at least one month written notice to the other Party. The Agreement will then be terminated automatically at the end of the period indicated in the notice, without further notice or formality.

IN TESTIMONY THEREOF THE PARTIES HAVE SIGNED, IN TRIPLICATE:

GOVERNMENT OF CANADA

Original signed by

Minister of the Environment and Climate Change
Jonathan Wilkinson

Date: _____ June 8, 2020 _____

GOVERNMENT OF QUEBEC

Original signed by

Minister of the Environment and the Fight Against
Climate Change
Benoit Charette

Date: _____ June 10, 2020 _____

Original signed by

Minister Responsible for Canadian Relations and
the Canadian Francophonie
Sonia LeBel

Date: _____ June 10, 2020 _____

SCHEDULE I
ADAPTATING THE RULES OF PROCEDURE OF THE
BUREAU D'AUDIENCES PUBLIQUES SUR L'ENVIRONNEMENT
FOR THE PUBLIC HEARING SESSIONS RELATING TO THE GAZODUQ PROJECT
AND SHARING COSTS AND ADMINISTRATIVE SUPPORT

Announcement of the first part of the public hearing

1. The announcement of the first part of the hearing will be made at least 45 days before the start of the first session of the hearing.

Public Information Period

2. The BAPE and the Federal Review Panel will jointly hold a public information period of at least 30 days before the start of the public hearing sessions.
3. The purpose of this information period is to explain to the public how the public hearing sessions to be held jointly will work, how to participate and the time frames.
4. For the purposes of the public information period, the BAPE and the Federal Review Panel will jointly develop and make public a participation guide for the public hearing sessions.
5. The BAPE and the Federal Review Panel will announce the start of the public information period 30 days before the start of the period.

Co-chairing

6. The public hearing sessions held jointly by the BAPE Panel and the Federal Review Panel will be co-chaired by their respective representatives.
7. The BAPE Panel and the Federal Review Panel will be required to jointly establish the speaking order and the speaking time of participants.

Documents filed at the Public hearing

8. All documents filed in the context of the public hearing will be accessible simultaneously by the BAPE Panel and the Federal Review Panel.

Part I of the Public Hearing

9. During the first part of the session, the BAPE Panel and the Federal Review Panel will take turns reading their respective mandates and explaining their role, their jurisdiction, and the conduct of the public hearing sessions held jointly by the two panels.
10. The first part of the public hearing will include technical sessions in which the BAPE Panel may participate. If appropriate, the BAPE Panel may co-chair these technical sessions.
11. The technical sessions allow registered participants, including Indigenous traditional knowledge holders who wish to participate, to present their analyses and opinions on a specific topic and offer other participants, including Gazoduq Inc. the opportunity to ask questions.
12. To support their presentation at a technical session, participants will be required to submit their technical document no later than 15 days before the start of the session.
13. Technical documents will be made available within 48 hours of their receipt on the Canadian Impact Assessment Registry and on the BAPE website.
14. Part I of the public hearing will last a maximum of 45 days unless otherwise agreed between the BAPE Panel and the Federal Review Panel.

Part II of the Public Hearing

15. Part II of the public hearing will allow participants to present their views on the project.
16. For these sessions, questions to participants will be reserved for the BAPE Panel and the Federal Review Panel.

17. Part II of the public hearing will last a maximum of 45 days, unless otherwise agreed between the BAPE Panel and the Federal Review Panel.

Additional Sessions

18. The BAPE Panel and the Federal Review Panel could hold additional public meetings as required to fulfill their respective mandates.

Administrative and technical support and cost sharing

19. The BAPE and the Agency will share the costs of organizing and conducting the information period and public hearing sessions held jointly by the BAPE Panel and the Federal Review Panel to be held in Quebec with respect to the Project. Prior to the start of the information period, the BAPE and the Agency will develop budget forecasts and determine the distribution of costs.
20. The total amount of these costs will be shared equitably, in accordance with the respective guidelines and requirements of the BAPE and the Agency, with the objective that the BAPE and the Agency each assume 50% of the costs. Furthermore, the costs incurred by the BAPE Panel and the Federal Review Panel are assumed with a concern for economic efficiency.