

**Saskatchewan - Manitoba Memorandum of Understanding Respecting
Water Management**

Between

THE GOVERNMENT OF SASKATCHEWAN,
represented herein by the Minister Responsible for the Saskatchewan Water Security Agency,

("Saskatchewan")

AND

THE GOVERNMENT OF MANITOBA,
represented herein by the Minister of Agriculture and Resource Development,

("Manitoba")

Saskatchewan and Manitoba are collectively called "the Parties".

WHEREAS the Parties share the vision of sustainable water management for present and future generations.

AND WHEREAS the Parties are independently responsible for managing water, water supplies, drainage, water related issues and legislation within their own provincial boundaries.

AND WHEREAS the Parties have actively and constructively been involved in the work resulting from the 2015 Memorandum of Understanding Respecting Water Management.

AND WHEREAS the Parties wish to set out their continued intention to work in cooperative ways to address their shared interest in the matters below through the shared goals and objectives identified in this Memorandum of Understanding.

AND WHEREAS the Parties recognize the importance of water management to the ecological, social, and economic well-being of residents of Saskatchewan and Manitoba.

AND WHEREAS the Parties are concerned about the impacts of flooding, drought and degraded water quality on society, the environment and the economies of Saskatchewan and Manitoba.

AND WHEREAS the Parties recognize that excessive nutrients may contribute to increasing frequency and severity of algal blooms in water bodies and waterways in both jurisdictions.

AND WHEREAS the Parties each have responsibilities relating to water and share mutual interests in cooperating to protect the water quality and ecological health of shared watersheds.

AND WHEREAS the Parties recognize that waters from all eastward flowing watersheds in Saskatchewan outletting into Hudson Bay will flow through Manitoba.

AND WHEREAS the Parties understand that activities occurring in Saskatchewan's eastward flowing watersheds may have impacts in Manitoba.

AND WHEREAS the Parties recognize existing mechanisms for transboundary water cooperation such as through the Prairie Provinces Water Board and the International Joint Commission.

AND WHEREAS the Parties recognize the need to coordinate their respective efforts to improve water management across shared watersheds for mitigation of flooding and drought and for improving water quality and protecting aquatic ecosystem health.

AND WHEREAS the Parties recognize that natural variations in the hydrological cycle include flood and drought and that human ability to manage these events is limited.

AND WHEREAS the Parties recognize the challenges of climate change and the impacts that it will have on natural variability and water management.

AND WHEREAS the Parties recognize the importance of agricultural drainage and recognize the public sensitivity around agricultural drainage as it relates to floods, droughts, and water quality.

AND WHEREAS *The Water Security Agency Act* (Saskatchewan) sets out a mandate dealing with flood and drought management, water supply and allocations and identifies responsibilities related to interjurisdictional water management.

AND WHEREAS, *The Water Protection Act* (Manitoba) recognizes the importance of interjurisdictional agreements protecting water, and the shared right and responsibility of all jurisdictions in the Hudson Bay Drainage Basin to protect water resources within the basin.

AND WHEREAS the Parties wish to continue their cooperative efforts through a renewed Memorandum of Understanding Respecting Water Management.

NOW THEREFORE, THE PARTIES COMMIT TO THE FOLLOWING:

SECTION 1 – DEFINITIONS

In this Memorandum of Understanding (MOU):

- a) "Aquatic ecosystem" means the community of flora and fauna functioning and interacting together within their aquatic habitats and habitats immediately adjacent to and associated with surface waters.
- b) "Ministers" means the Minister Responsible for the Saskatchewan Water Security Agency and the Minister of Agriculture and Resource Development for Manitoba.
- c) "Senior Representatives" means for Saskatchewan, the President & CEO of Water Security Agency, and for Manitoba, the Deputy Minister for Manitoba Agriculture and Resource Development.
- d) "Transboundary watershed" means a watershed with boundaries in both Saskatchewan and Manitoba including the Assiniboine, Qu'Appelle, Souris, Carrot, Red Deer, Churchill and Saskatchewan watersheds and their various sub-watersheds.

- e) "Watershed groups" includes Conservation and Development Area Authorities (Saskatchewan), Watershed Districts (Manitoba), Watershed Associations (Saskatchewan) and Watershed Stewardship Groups (Saskatchewan).

SECTION 2 – PURPOSE

The purpose of this MOU is to continue to facilitate a cooperative and coordinated approach between the Parties in their efforts to mitigate flooding and drought and to protect and improve water quality and aquatic ecosystem health to achieve healthy, prosperous and sustainable transboundary watersheds for present and future generations.

SECTION 3 – PRINCIPLES

The following principles will direct and guide the actions of the Parties under this MOU:

- a) *Openness and Transparency.* The Parties agree to the sharing of information with each other, stakeholders and interested parties.
- b) *Cooperation and Collaboration.* The Parties agree to work together to identify priorities to improve water management in transboundary watersheds. Also, the Parties intend to coordinate the activities of their respective agencies to maximize synergies and avoid duplication where it may be of beneficial use. Finally, the Parties agree to encourage watershed groups to engage in transboundary watershed planning wherever appropriate.
- c) *Use of Existing Bodies.* The Parties agree to make best use of existing formal government to government bodies such as the Prairie Provinces Water Board (PPWB) and International Souris River Board as mechanisms for collaboration.
- d) *Maximizing the Benefits of Existing Resources or Mechanisms.* The Parties may rely upon other existing government to government agreements, arrangements, and decision-making mechanisms to support this MOU.
- e) *Accountability for Activities.* The Parties are committed to undertaking individual and collaborative efforts in keeping with the principles set out in the MOU. The Parties understand that although this MOU does not commit the transfer of resources between them in the carrying out of projects and initiatives related to this MOU, the Parties may agree to jointly fund projects.

SECTION 4 – GEOGRAPHICAL SCOPE OF MEMORANDUM OF UNDERSTANDING

The geographic scope of the MOU is transboundary watersheds in Saskatchewan and Manitoba.

SECTION 5 – HYDROLOGY AND FLOOD FORECASTING

- a) The Parties agree to identify opportunities to work collaboratively to develop and advance knowledge, tools and methodologies for hydrologists working for the provinces of Manitoba and Saskatchewan, especially in transboundary watersheds.
- b) The Parties agree to share transboundary hydrologic and climatic data and its related applications necessary for flood forecasting and hydrologic studies.

- c) The PPWB has formed a Committee on Flow Forecasting. The Parties agree to support the work of this committee to advance flow forecasting between Alberta, Manitoba, and Saskatchewan.

SECTION 6 – DRAINAGE

- a) The Parties agree to work collaboratively to identify and address water management issues that arise in transboundary watersheds, particularly as they relate to drainage, including through the Saskatchewan-Manitoba Drainage and Watershed Management Committee referred to in Section 12(c).
- b) The Parties acknowledge that the eastern flow of water across the border and recent extreme events, give rise to concerns and perception that flooding in Manitoba is aggravated by water management in Saskatchewan and agree to pursue a collaborative, science-based approach in such matters.
- c) For Saskatchewan drainage projects undergoing regulatory approval that are of strong interest to Manitoba or Manitoba stakeholders, Saskatchewan agrees to make reasonable efforts to understand and address the concerns related to the project.
- d) Where there are larger drainage projects and in particular network projects in Saskatchewan that are undergoing review for approvals and are of strong interest to Manitoba or Manitoba stakeholders, Manitoba will review and provide feedback to Saskatchewan to address concerns related to the project.
- e) The Parties agree to share research and other information including monitoring data regarding the impacts of drainage on flooding, water quality and aquatic ecosystem health.
- f) The Parties agree to share information on regulatory approaches to drainage and water retention.

SECTION 7 – DROUGHT

- a) The Parties agree to identify opportunities to cooperate on drought management including sharing information on the development of indicators of drought, methods for assessing preparedness, and mitigation strategies, including working through the PPWB Committee on Hydrology.
- b) The Parties agree to share transboundary hydrologic and climatic data and its related applications necessary for drought forecasting, including working through the PPWB Committee on Hydrology and Committee on Flow Forecasting.
- c) The Parties agree to share provincial response plans for hydrologic, agricultural and socio economic droughts.

SECTION 8 – WATERSHED MANAGEMENT PLANNING

- a) The Parties agree to identify opportunities to cooperate to support watershed planning processes in both Saskatchewan and Manitoba by sharing relevant information and updates on plan development and implementation.

- b) The Parties agree to work collaboratively on watershed management and water supply and allocation planning through the Saskatchewan-Manitoba Drainage and Watershed Management Committee.
- c) The Parties agree to engage watershed groups in cross border transboundary watershed planning where appropriate.

SECTION 9 – WATER QUALITY AND AQUATIC ECOSYSTEM HEALTH

- a) The Parties agree to the shared goal of improving water quality by reducing nutrients in rivers and lakes and to work cooperatively to meet this shared goal.
- b) The Parties agree to work collaboratively to implement PPWB water quality objectives, including working through the PPWB Committee on Water Quality.
- c) The Parties agree to share information on work undertaken to reduce nutrient loading.

SECTION 10 – AQUATIC INVASIVE SPECIES

- a) The Parties recognize the valuable work on aquatic invasive species that is taking place through two committees: "Western Canada Director's Committee" and the "Western Canada Technical Committee". In Saskatchewan, the lead for the Aquatic Invasive Species work is the Ministry of Environment. In Manitoba, the lead agency is Manitoba Agriculture and Resource Development, Wildlife and Fisheries Branch.
- b) The Parties agree to share information and cooperate with the "Western Canada Director's Committee" and the "Western Canada Technical Committee" to assist in the implementation of the Inter-Provincial-Territorial Agreement for Coordinated Regional Defense Against Invasive Species.

SECTION 11 – CLIMATE CHANGE

- a) The Parties agree to share and coordinate approaches to evaluating and mitigating the effect of climate change on drought, flooding, water quality and aquatic ecosystem health.
- b) The Parties agree that climate change will become a standing item on the agenda for the Saskatchewan-Manitoba Drainage and Watershed Management Committee.
- c) The Parties agree to support and share information with the PPWB to support climate change science and initiatives.

SECTION 12 – MANAGEMENT AND COORDINATION

- a) The Senior Representatives shall meet at least annually either remotely or in person. Either Senior Representative may call a meeting as they deem appropriate.
- b) The Senior Representatives may, with consent of the other party, invite additional provincial representatives to a meeting of the Senior Representatives.

- c) The Senior Representatives have established one working group, Drainage and Watershed Management Committee, and may establish other groups to investigate issues and/or lead the implementation of a section of this MOU. Before establishing any additional working groups, the Senior Representatives will confer on whether the issue might be more appropriately dealt with by an existing mechanism such as the PPWB.

Where appropriate, working groups may include representatives of other provincial ministries or agencies.

- d) The Senior Representatives may agree to jointly engage with external organizations to investigate issues and/or lead implementation of a section of this MOU.
- e) The Senior Representatives may agree to coordinate input and responses to prairie or national water policy, strategies, and initiatives.
- f) The Parties agree to update each other on changes in policy and programs that could have an impact on achievement of the objectives of this MOU.

SECTION 13 – TRANSPARENCY AND INFORMATION SHARING

- a) Subject to applicable access to information, privacy and other relevant legislation, the Parties intend to make available, at no cost to each other, and on a regular basis, all relevant data relating to or arising out of the activities under this MOU.
- b) The Parties agree to share and coordinate approaches to data gathering and modelling when appropriate. Common data standards allow for harmonizing data in shared watersheds. Data could include LiDAR, meteorological data, GIS base layers, water quality, hydrometric data, and models.
- c) The Parties recognize that all data, research documents, and other materials produced by either of the Parties will remain the property of that Party, and one Party will not use, publish, distribute or disclose any information, data, research documents, or materials produced by the other Party without first obtaining permission from the other Party.
- d) This MOU and any activity conducted pursuant to it are not intended to affect or diminish any proprietary rights or interests of the Parties.

SECTION 14 – COMMUNICATIONS

- a) The Parties intend to collaborate, where possible, in developing public education and information materials, and in developing and implementing media relation plans with respect to this MOU to ensure consistent messages.
- b) The Parties expect that where collaborative efforts do not occur in developing public education and information materials, the Party developing the materials will use best efforts to provide it to the other Party for information, prior to public release.
- c) The Parties will treat information related to or generated as a result of this MOU in accordance with the requirements of applicable federal and provincial legislation.

- d) The Parties agree to develop and improve communication protocols for water management issues, examination of drainage and water supply projects and understanding cross border issues.
- e) The Parties agree to develop and improve communication protocols for use during extreme events, including droughts, floods, and other water management situations.

SECTION 15 – AMENDING THE MOU

This MOU may be amended by agreement in writing by both Parties. Any amendment becomes part of this MOU.

SECTION 16 – SETTLEMENT OF DISPUTES

At the onset of a dispute, the Parties, or their Senior Representatives, agree to meet promptly for the purposes of attempting, in good faith, to resolve the dispute. The Parties are committed to working collaboratively to avoid and resolve any disputes concerning the interpretation or implementation of this MOU.

Any disputes regarding the interpretation or implementation of the MOU will be resolved by consultation between the Parties and will not be referred to a tribunal or other third party for resolution.

SECTION 17 – DURATION OF MOU

- a) This MOU comes into force on the date of signature by the Ministers and remains in force for a term of five (5) years, unless terminated earlier by one of the Parties in accordance with Section 17 (c).
- b) The Parties may extend this MOU for additional terms of five (5) years. Such extensions will require the mutual written consent of the Parties prior to the expiration of this MOU.
- c) Either Party may terminate this MOU upon providing six (6) months written notice to the other Party.

SECTION 18 – COMPLIANCE WITH LAW

- a) Nothing in this MOU alters the legislative or other authorities of each of the Parties with respect to the exercise of their legislative or other authorities under the Constitution of Canada.
- b) The Parties acknowledge that this MOU is governed by the applicable laws of Saskatchewan and Manitoba.

SECTION 19 – NOTICES

Notices will be sent to:

- a) For Saskatchewan:
President & CEO, Water Security Agency
400 – 111 Fairford Street
MOOSE JAW SK S6H 7X9

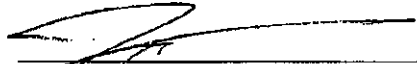
Senior Vice-President Regulatory, Water Security Agency
400 – 111 Fairford Street
MOOSE JAW SK S6H 7X9

b) For Manitoba:

Deputy Minister
Manitoba Agriculture and Resource Development
159 - 450 Broadway
WINNIPEG MB R3C 3R6

IN WITNESS WHEREOF, this Memorandum of Understanding is signed for Saskatchewan by the Minister Responsible for Saskatchewan Water Security Agency and for Manitoba, by the Minister of Agriculture and Resource Development:


FOR SASKATCHEWAN


The Honourable Fred Bradshaw
Minister Responsible for Saskatchewan
Water Security Agency

MAY 12 2021

Date

FOR MANITOBA


The Honourable Blaine Pedersen
Minister of Agriculture and Resource
Development

Date

May 13/21