

## Summary of Differences in the NT-AB BWMA (v. November 17, 2014) and NT-BC BWMA (v. August 18, 2014) (Intentions Documents)

NT-AB Agreement (v. November 17, 2014)	NT-BC Agreement (v. August 18, 2014)	Significance of Difference
<p><b>Risk Informed Management Section 4.3 Risk Informed Management Commitments</b> (k) Either Party may at any time request that the Bilateral Management Committee, established under Section 13.1, consider alternative ways to address the situation, including but not limited to mitigation, enhancement or revision of the Transboundary Objective, or where impacts are not mitigable, other conciliative measures that address the impact.</p>	<p><b>Risk Informed Management Section 4.3 Risk Informed Management Commitments</b> (k) Either Party may at any time request that the Bilateral Management Committee, established under Section 13.1, consider alternative ways to address the situation, including but not limited to mitigation, enhancement or financial measures, or revision of the Transboundary Objective;</p>	<p>Not significant. In effect there is no difference. Alberta (AB) supports the term "conciliative measures". In GNWT's view, both terms allow flexibility for discussions regarding financial measures.</p>
<p><b>Risk Informed Management Section 4.3 Risk Informed Management Commitments</b> (m) If a Party fails to meet a Transboundary Objective within an agreed timeframe then the Parties will determine reasonable and appropriate action, including but not limited to mitigation, enhancement or revision of the Transboundary Objective, or where impacts are not mitigable, other conciliative measures that address the impact.</p>	<p><b>Risk Informed Management Section 4.3 Risk Informed Management Commitments</b> (m) If a Party fails to meet a Transboundary Objective within an agreed timeframe then the Parties will determine reasonable and appropriate action, which may include but is not limited to mitigation, enhancement or financial measures, or revision of the Transboundary Objective;</p>	<p>Not significant. In effect there is no difference. Alberta (AB) supports the term "conciliative measures". In GNWT's view, both terms allow flexibility for discussions regarding financial measures.</p>
<p><b>Information Sharing, Notification and Consultation Section 5.1 Information Sharing</b> c) In cases where the information is commercially or proprietary or legally restricted, the Party holding the information is not obliged to release it.</p>	<p><b>Information Sharing, Notification and Consultation Section 5.1 Information Sharing</b> c) In cases where information is commercially proprietary or legally restricted, the Party holding the information will reasonably address the underlying information need.</p>	<p>Not significant. AB, BC and NT agree that clause 5.1 a) and b) requires Parties to address all information needs regardless of whether they can/are required to release (or not) proprietary information.</p>

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<p><b>Surface Water Quantity 6.2 No Transfers Between Basins</b>  a) The Parties agree that a license to transfer water into or out of the Mackenzie River Basin will not be issued in Alberta, unless the license is specifically authorized by a Special Act of the Legislature in Alberta.</p>	<p><b>Surface Water Quantity 6.2 Interbasin Transfers</b>  a) The Parties agree that transfers of water into or out of the Mackenzie River Basin will not be allowed, except in accordance with a Party's laws and regulations prohibiting interbasin transfers.</p>	<p>Not significant. Both clauses refer to following the Party's own laws and regulations with respect to interbasin transfers.</p>
<p><b>Surface Water Quantity 6.3 Slave River Provisions</b>  <b>Where-as:</b>  a) Determination of the Available Water Supply on the Slave River requires assessment of the needs for the Ecological Integrity of the Aquatic Ecosystem;  b) Determination of the needs for the Ecological Integrity of the Aquatic Ecosystem can only be determined through a long term program of study as agreed to by the Parties;  c) At the time of signing this Agreement, sufficient information was not available to determine Available Water Supply for the Slave River;  d) Current water consumption by the Parties on the Slave River is low, and forecasted demand remains low for the foreseeable future;  Therefore, for the Slave River:  e) The Parties will establish and implement classification, monitoring, and Learning Plans for the Slave River in accordance with the RIM approach and Appendix D, H, and I;  f) The Parties agree to defer the determination of the Available Water Supply of the Slave River and determination of each Party's share of the Available Water Supply as per the terms in g);  g) The Parties agree that if Alberta's consumption reaches 2.0 billion cubic meters per year or if at any time, more than 50% of the consumption in</p>	<p><b>No section on 6.3 Slave River Provisions</b></p>	<p>Not applicable. Section 6.3 does not apply to NT-BC Agreement because the provision is specific to the Slave River, which is shared only by NT and AB.</p>

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<p>Alberta is in the form of interbasin transfers, the Parties will review and agree on next steps, which may include either agreeing to a further deferral, or proceeding with the determination of the needs for the Ecological Integrity of the Aquatic Ecosystem of the Slave River and each Party's share of the Available Water Supply.</p>		
<p><b>Surface Water Quality 7.</b> h) Ministers will meet within two years of the date of this agreement to review progress on the setting and achievement of Transboundary Water Quality Objectives, and at least every five years thereafter.</p>	<p><b>No clause (h) or similar clause in section 7 on Surface Water Quality.</b></p>	<p>Not significant. At the time of signing, the NT-BC agreement will not have any Class 3 water bodies; whereas, the NT-AB agreement will have classified the Hay and Slave Rivers as Class 3 and, therefore, there will be objectives to review periodically.</p>
<p><b>Monitoring 10.2 Regional and Basin-Level Monitoring</b> d) The Parties recognize that long term monitoring stations are funded through multiple parties and will work to secure funding for priority long term monitoring stations.</p>	<p><b>Monitoring 10.2 Regional and Basin-Level Monitoring</b> d) The Parties recognize that long term monitoring stations are funded through multiple parties and will work through the Science and Monitoring Committee, to secure funding for priority long term monitoring stations.</p>	<p>Not significant. The reference to the Science and Monitoring Committee (SMC) will be removed from the NT-BC agreement. Discussions related to the SMC are ongoing. If the SMC is established, the intention of all jurisdictions is to work through the SMC; if not, jurisdictions will work with Environment Canada through existing agreements.</p>
<p><b>Administration 13.2 Costs and Cost Sharing</b> a) The costs to administer and implement this Agreement (as described in Appendix J) will be shared appropriately, as determined by the Parties on a case by case basis, and limited by 13.2 (b).</p>	<p><b>Administration 13.2 Costs and Cost Sharing</b> a) The costs to administer and implement this Agreement (as described in Appendix J) will be shared appropriately, as determined by the Parties on a case by case basis, and limited by 13.2 (b) (c) and (d).</p>	<p>Not significant. For the NT-BC agreement, BC supports a cost cap and explicit wording that clarifies that funding to implement the agreement is subject to government appropriation and allocation of resources.</p>
<p><b>Not included in the AB-NT Agreement</b></p>	<p><b>Administration 13.2 Costs and Cost Sharing</b> c) All costs associated with Bilateral Management are subject to each Party's appropriation and allocation of resources.</p>	<p>Not significant. For the NT-BC agreement, BC supports a cost cap and explicit wording that clarifies that funding to implement agreement is subject to government appropriation and</p>

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		allocation of resources. NT is discussing with AB and BC the anticipated costs for implementation of each agreement.
<b>Not included in the AB-NT Agreement</b>	<b>Administration 13.2 Costs and Cost Sharing</b> d) The costs will not exceed XX per Party per year, subject to each Party's appropriations and the 3-5 year work plan approved in 13.1.2 e).	Not significant. For the NT-BC agreement, BC supports a cost cap and explicit wording that clarifies that funding to implement the agreement is subject to government appropriation and allocation of resources. However, all governments will have a stated or unstated budget allocation for implementation. NT is discussing with AB and BC the anticipated costs for implementation of each agreement. This discussion will inform BC's proposed cost cap.
<b>Process Provisions 15.6 Public Engagement or Consultation</b> a) Each Party is responsible, within their individual policies and processes, for <b>engaging or consulting</b> with their public regarding matters pertaining to this Agreement and may bring relevant input for consideration in Bilateral Management.	<b>Process Provisions 15.6 Public Consultation</b> a) Each Party is responsible, within their individual policies and processes, for <b>consulting</b> with their public regarding matters pertaining to this Agreement and may bring relevant input for consideration in Bilateral Management.	Not significant. BC's term for engaging with the public is "consultation", whereas AB and NT use both terms.

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APPENDICES		
NT-AB Agreement Appendices (v. December 9, 2014)	NT-BC Agreement (v. August 18, 2014)	Significance of Difference
<p><b>Appendices D, E and F</b> Single classification per water body (include water quality and quantity and biology)</p>	<p>Classification of a water body done separately for water quality and quantity (both for surface and ground water)</p>	<p>Not significant. The Learning Plans for the agreements with BC and AB use a holistic approach and include learning about water quality, quantity and biology. The learning plan will help to inform and identify the risk(s) to the other components (quality, quantity or biology).</p>
<p><b>Appendices D and E</b> The parties agree, as part of the first five-year work plan, to conduct a scoping study to examine the potential methods, feasibility and benefits of a broader study to inform the Bilateral Management Committee about how to take account of the effects of climate change in the setting and monitoring of Transboundary Objectives. (In App D and E)</p>	<p>No mention of climate change study in Appendices D and E.</p>	<p>Not significant. Clause 11a) of the NT-BC agreement mentions that the Parties will proactively identify research needs, including research on climate change, that could affect the Agreement. The specific timeframe is not defined, but the word “proactively” is included in the BC-NT agreement.</p>
<p><b>Appendix E</b> Appendix E includes water quality triggers because there are Class 3 water bodies.</p>	<p>Appendix E does not include water quality triggers because there are no Class 3 water bodies.</p>	<p>Not significant. Water quality triggers are not applicable to BC-NT Agreement because there are currently no NT-BC Class 3 water bodies. In the future, if water bodies under the NT-BC agreement are classified as Class 3, water quality triggers will be identified.</p>
<p><b>Appendix E</b> Triggers and objectives will be set for Class 3 rivers for all parameters.</p>	<p>Triggers and objectives will be set only for parameters of concern in Class 3 rivers. Parameters of concern will be determined through a risk assessment process under the Learning Plan. However, all parameters will be monitored through tracking metrics. Tracking metrics are the</p>	<p>Not significant. If learning plans in BC show that there is a risk regarding all parameters, then those parameters will all have triggers and objectives.</p>

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	numbers without associated management actions.	
<p><b>Appendix E</b> Surface water quality objectives will be set within one year of the Agreement being signed.</p>	<p>Methodology to develop objectives will be discussed within three years of signing the Agreement, unless development significantly increases within this time period.</p>	<p>Not significant. There are no Class 3 waters bodies at the time of signing the Agreement with BC and, therefore, there is more time to develop objectives. Principles for defining objectives are defined in both the NT-AB and NT-BC Appendices.</p>
<p><b>Appendix E</b> The toxic, bioaccumulative and persistent substances section does <b>not</b> list the USEPA List of Toxic Pollutants (Section 307(a)(1) of the <i>Clean Water Act</i>) and the International Joint Commission (Canada-United States Strategy for the Virtual Elimination of Persistent Toxic Substances in the Great Lakes) as designated organizations that have identified human-made substances as slated for virtual elimination.</p>	<p>The toxic, bioaccumulative and persistent substances section does list the USEPA List of Toxic Pollutants (Section 307(a)(1) of the <i>Clean Water Act</i>) and the International Joint Commission(Canada-United States Strategy for the Virtual Elimination of Persistent Toxic Substances in the Great Lakes) as designated organizations that have identified human-made substances as slated for virtual elimination.</p>	<p>Not significant. The reference to these two lists has been removed from the NT-AB Appendix E; but the NT-AB Appendix E states that other relevant lists (which include lists such as USEPA and IJC) will be used for developing and updating the list of toxic, bioaccumulative and persistent substances.</p>
<p><b>Appendix D</b> Appendix D includes water quantity triggers because there are Class 3 water bodies.</p>	<p>Appendix D does not include water quantity triggers because there are no Class 3 water bodies.</p>	<p>Not significant. Water quantity triggers are not applicable to the BC-NT Agreement because there are currently no Class 3 water bodies. In the future, if water bodies under the NT-BC agreement are classified as Class 3, water quantity triggers will be identified.</p>
<p><b>Appendix D</b> Appendix D includes a special provision for the Slave River as per section 6.3 of the Agreement.</p>	<p>No special provision.</p>	<p>Not significant. The special provision for the Slave River is not applicable to BC-NT Agreement.</p>
<p><b>Appendix F</b> Groundwater areas have not been delineated. All hydrogeological settings have been classified as Class 1 (water quality and quantity). A Learning Plan will not be required unless the classification changes</p>	<p>Groundwater areas have been delineated. All groundwater areas have been classified as Class 2 for water quality and Class 1 for water quantity. A Learning Plan will be developed.</p>	<p>Not significant. Groundwater in the NT-BC transboundary region is Class 2 due to oil and gas activity and hydraulic fracturing potential. For the NT-AB agreement, if development increases in the Hay River basin,</p>

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<p>because of increased risk. The parties have agreed that learning is necessary to be able to classify the groundwater areas and assess the risk in the future. A groundwater monitoring section is included in Appendix I: Monitoring.</p>		<p>especially development related to oil and gas, or the Learning Plans for the Hay and Slave River identify a potential risk to groundwater, classification will be revised. Note that AB uses the term hydrogeological settings and BC uses the term groundwater areas.</p>
<p><b>Appendix G</b> Appendix G will include interim biological indicators for Class 3 water bodies. Biological indicators may be developed for Class 2 water bodies.</p>	<p>Appendix G has no biological indicators because there are no Class 3 water bodies. Biological indicators and tracking metrics will be identified and developed as part of a Learning Plan for Class 2 water bodies.</p>	<p>Not significant. Biological Indicators are identified in the NT-AB appendix because there are Class 3 water bodies. Biological indicators are not applicable to NT-BC appendix because there are currently no Class 3 water bodies. Biological indicators will be part of a Learning Plan for both the NT-AB and NT-BC agreements. In the future, if water bodies under the NT-BC agreement are classified as Class 3, biological indicators will be identified.</p>