



MEMORANDUM OF UNDERSTANDING

BETWEEN:

the British Columbia Ministry of Environment (MOE)

AND

the British Columbia Oil and Gas Commission (Commission)

(each, a "Party", and together, the "Parties")

BACKGROUND:

- A) The MOE is a ministry of the Government of the Province of British Columbia (Government) that has responsibility for the protection, management and conservation of British Columbia's water, land, air and living resources; including, but not limited to:
- 1) the development of certain legislation, regulations, Provincial policies and agreements respecting environmental protection;
 - 2) specific legislative and regulatory responsibilities pursuant to the *Environmental Management Act (EMA)*;
 - 3) specific legislative and regulatory responsibilities pursuant to the *Integrated Pest Management Act*;
 - 4) specific legislative and regulatory responsibilities under the *Park Act* as specified through orders made under the *Environment Land Use Act*;
 - 5) administering the province's parks and protected areas;
 - 6) regulation of emissions and discharges under EMA for National Energy Board facilities and pipelines as well as discharges from third party oil and gas service providers; and
 - 7) ensuring the compliance with and the enforcement of its legislation and regulations.

- B)** The Commission is a corporation continued under the *Oil and Gas Activities Act (OGAA)* that is an agent for the Government that has responsibilities for the regulation of oil and gas activities and related activities; including, but not limited to:
- 1) the design, construction, operation, maintenance, abandonment, and restoration of wells, well sites, pipelines (as defined in *OGAA*), pipeline systems, treatment and processing facilities, and natural gas liquefaction plants, as well as associated activities and infrastructure including, but not limited to measurement facilities, road construction, borrow pits and power lines;
 - 2) the development of certain regulations under *OGAA*, Commission policies, and agreements respecting oil and gas activities and related activities;
 - 3) specific legislative and regulatory responsibilities pursuant to *OGAA* and the specific enactments identified under *OGAA*;
 - 4) regulation of emissions and discharges under *EMA* for oil and gas activities as defined within *OGAA*; and
 - 5) ensuring the compliance with and the enforcement of certain laws and regulations as they relate to oil and gas activities and related activities, in particular *OGAA* and the specified enactments (as defined in *OGAA*).
- C)** Each Party, within its respective regulatory mandate, seeks to ensure compliance with and enforcement of legislative and regulatory requirements relating to the protection of human health, the environment and public safety.

PURPOSES

- 1) The purpose of this Memorandum of Understanding (MOU) is to assist the Parties in the cooperative development of policies and programs to be applied to oil and gas activities by;
 - a) seeking opportunities to develop mutually beneficial delivery, and on-going maintenance, of products and services;
 - b) consulting with each other in the development and implementation of initiatives, when such initiatives are of interest to both parties, and such consultation will lead to better results and outcomes;
 - c) establishing means for the sharing and transfer of information and data, including incidents reports and investigations, the results of inspections and audits and other information;
 - d) consulting and, where practical, cooperating in the execution of studies and research, as well as in the development of regulatory programs;
 - e) consulting and, where practical, cooperating on the development and delivery of learning and development programs directed both internally to staff and externally to First Nations and stakeholders;

- f) ensuring the staff of both Parties consult on areas of mutual interest;
- g) establishing effective and efficient monitoring, compliance and enforcement processes;
- h) demonstrating respect for each Party's mandate, role and responsibilities while seeking options to provide an innovative compliance and enforcement service;
- i) ensuring flexibility while leveraging strengths of each organization to ensure effective use of resources;
- j) seeking opportunities to prevent the unnecessary duplication of regulatory requirements and operational functions; and
- k) identifying and facilitating other forms of cooperation as the Parties may mutually decide.

EXECUTIVE COMMITTEE

- 2) The Parties will establish a MOE-Commission Executive Committee (Executive Committee) to administer this MOU and to discuss strategic and tactical issues.
- 3) The Executive Committee will be jointly chaired by MOE's Assistant Deputy Minister, Environmental Protection Division and the Commission's Chief Operating Officer.
- 4) The Parties will develop Terms of Reference for the Executive Committee, which will be attached as a Schedule to this MOU.

COMMUNICATION

- 5) The Parties will:
 - a) Communicate the content and intent of the MOU within their respective agencies;
 - b) engage in ongoing and regular communication at all levels of their respective agencies;
 - c) invite each other to participate in the committees, working groups, and meetings in which either Party is reasonably likely to have, or has otherwise expressed to the other Party, an interest; and
 - d) to the extent possible, share data and information that may be required for either Party to carry out its regulatory responsibilities.

AMENDMENTS TO MOU

- 6) The MOE-Commission Executive Committee may review this MOU annually and may recommend amendments.
- 7) Any amendment of this MOU agreed to by the Parties must be in writing and signed by the Parties.

SCHEDULES

- 8) In order to further the purposes of this MOU, the Parties may confirm existing or develop new technical publications, procedures, terms of reference, or other documents.
- 9) Subject to the approval of the MOE-Commission Executive Committee, the Parties may:
- a) attach as a Schedule to this MOU any technical publications, procedures, terms of reference, or other documents; and
 - b) cancel and remove a Schedule to this MOU.
- 10) The attachment or removal of a Schedule to this MOU pursuant to section 9 does not constitute a material change to the content of this MOU and will not require amendment of the MOU.
- 11) The following documents are attached as Schedules to this MOU:
- a) *MOU between BC COS MOE and OGC Compliance and Enforcement Branch, Enforcement Section Respecting Mutual Assistance*. Signed September 2005 by Mark Hayden, Derek Doyle and Chris Trumpy, including any Operational Guidelines (attached as **Schedule A**);
 - b) *Amendment to MOU dated June 2009*, signed by Alex Ferguson and Lance Sundquist (attached as **Schedule B**);
 - c) *Remediation of Upstream Oil and Gas Sites*, dated July 8, 2016, signed by Mark Zacharias, Assistant Deputy Minister, Environmental Protection Division, Ministry of Environment and Ken Paulson, Chief Operating Officer, Oil and Gas Commission (attached as **Schedule C**); and
 - d) *Agreement between BC Oil and Gas Commission and Ministry of Environment regarding the Acquisition of Capital Equipment to Support Ambient Air Quality Monitoring in Northeast BC*, dated March 31, 2016 (attached as **Schedule D**).

PRIOR AGREEMENTS

- 12) The Parties agree that, with the exception of the documents listed in section 11, this MOU terminates and replaces all prior Memoranda of Understanding or agreements between the MOE and the Commission, including, without limitation, the following:
- a) *Provincial Sub-Agreement Memorandum of Understanding between the OGC, MOE, Ministry of Agriculture and Lands, Ministry of Energy, Mines, and Petroleum Resources*, dated 2008 signed by Alex Ferguson, Greg Reimer, Joan Hesketh, and Larry Pedersen;
 - c) *Memorandum of Understanding between OGC and MWLAP regarding mutual cooperation*, signed January 30, 2004 by Derek Doyle and Gordon Macatee;

- d) *Provincial Sub-Agreement Memorandum of Understanding between OGC and the WLAP EPD*, signed November 2003 by Derek Doyle and Margaret Eckenfelder; Service Agreement between the OGC and the EDP of MLAP regarding technical support., signed in June and July by Gordon Macatee, and Derek Doyle;
- e) *Provincial Agreement for the Enforcement of the Forest and Range Practices Act*, dated November 25, 2003; and
- f) *MOU between OGC and MWLAP*, signed in December 1998 by Dave Porter and Doug Gillett.

PRIVACY


- 13) Subject to section 14, any information exchanged between the Parties will be kept strictly confidential.
- 14) The Parties acknowledge that each is subject to the *Freedom of Information and Protection of Privacy Act* and that any exchange of information is subject to applicable legal obligations that require or prohibit the disclosure of information.

GENERAL PROVISIONS

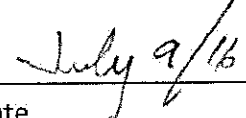
- 15) *Nothing* in this MOU creates a partnership, agency or joint venture between the Parties.
- 16) This MOU does not determine or affect the extent or exercise of legal authority by either party, nor is it intended to limit the Parties' interactions or engagement with other relevant agencies as part of fulfilling their respective mandates.
- 17) This MOU is not legally binding, does not impose legal obligations on either of the Parties, and has no *legal* effect.
- 18) Where differences arise between the Parties' respective staff or representatives regarding the interpretation or adherence to the MOU that cannot be resolved by those staff members or representatives, the matter will be referred to the MOE-Commission Executive Committee for resolution.
- 19) This MOU and any amendments are effective on the latest date they are signed by the Parties and remain in effect until:

- a) a replacement MOU signed by the Parties comes into effect; or
- b) a party notifies the other in writing that this MOU is no longer in effect.

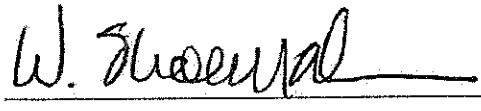
SIGNATURES




Paul Jeakins
Commissioner and Chief Executive Officer
Oil and Gas Commission



Date



Wes Shoemaker
Deputy Minister
Ministry of Environment



Date

LIST OF SCHEDULES

SCHEDULE A

MOU Between BC COS MOE and OGC Compliance and Enforcement Branch, Enforcement Section Respecting Mutual Assistance, signed September 2005 by Mark Hayden, Derek Doyle and Chris Trumpy, including any Operational Guidelines

SCHEDULE B

Amendment to MOU dated June 2009, signed by Alex Ferguson and Lance Sundquist

SCHEDULE C

Remediation of Upstream Oil and Gas Sites, signed July 8, 2016 by Mark Zacharias, Assistant Deputy Minister, Environmental Protection Division, Ministry of Environment and Ken Paulson, Chief Operating Officer, Oil and Gas Commission

SCHEDULE D

Agreement between BC Oil and Gas Commission and Ministry of Environment regarding the Acquisition of Capital Equipment to Support Ambient Air Quality Monitoring in Northeast BC, signed March 31, 2016 by Ken Paulson (Oil and Gas Commission) and Kaaren Lewis (Ministry of Environment)

SCHEDULE A

**Memorandum of Understanding
between
British Columbia Conservation Officer Service
Ministry of Environment
and The Oil and Gas Commission
Compliance and Enforcement Branch, Enforcement Section
Respecting Mutual Assistance
signed September 2005 by
Mark Hayden, Derek Doyle and Chris Trumpy
including any Operational Guidelines**

MEMORANDUM OF UNDERSTANDING

BETWEEN

**BRITISH COLUMBIA
CONSERVATION OFFICER SERVICE
MINISTRY OF ENVIRONMENT**



AND

**THE OIL AND GAS COMMISSION
COMPLIANCE AND ENFORCEMENT BRANCH,
ENFORCEMENT SECTION**

RESPECTING

MUTUAL ASSISTANCE

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MEMORANDUM OF UNDERSTANDING

BETWEEN:

THE COMMISSIONER OF THE BRITISH COLUMBIA OIL AND
GAS COMMISSION

("OGC")

AND:

THE CHIEF CONSERVATION OFFICER OF THE BRITISH
COLUMBIA CONSERVATION OFFICER SERVICE

("COS")

THE PARTIES AGREE AS FOLLOWS:

SECTION 1.0 GENERAL

- 1.1. The purpose of this Memorandum of Understanding (MOU) is to describe terms and procedures for the provision of mutual assistance between the COS and the OGC with respect to enforcement activities.
- 1.2. The Parties agree to work closely in a spirit of cooperation to develop effective working relationships to facilitate fulfillment of their respective mandates.
- 1.3. The Parties agree to take the steps necessary, within their respective organizations, to uphold the intent and spirit of this MOU.
- 1.4. This MOU reflects the good faith and spirit of cooperation of the Parties.
- 1.5. The singular includes the plural and the plural includes the singular if consistent with the context.
- 1.6. Nothing in this MOU is intended to replace or change any obligation that either Party is bound to or required to perform by operation of law.
- 1.7. This MOU is to be interpreted to not conflict with or derogate from federal or provincial statutes, and to be subject to them. If any provision of this MOU

conflicts with or derogates from any federal or provincial statute, the provision is without effect.

SECTION 2.0 AGREEMENT AUTHORITY

- 2.1. This MOU is entered into by the Commissioner of the Oil and Gas Commission, for the purpose of establishing a cooperative working agreement between OGC and COS.
- 2.2. This MOU is entered into by the Chief Conservation Officer under authority of s. 135 of the *Environmental Management Act* (British Columbia), for the purpose of establishing a cooperative working agreement between COS and OGC.

SECTION 3.0 INTERPRETATION

- 3.1. In this MOU each of the following terms has, unless the context otherwise requires, the meaning set out beside it:
 - 3.1.1 “**Chief CO**” means the person appointed as the Chief Conservation Officer, British Columbia Conservation Officer Service.
 - 3.1.2 “**Conservation Officer**” means a person who is a member of the Conservation Officer Service as set out in the *Environmental Management Act* (B.C.) but does not include a Special Conservation Officer or Auxiliary Conservation Officer.
 - 3.1.3 “**Commissioner**” means the Commissioner of the Oil and Gas Commission, British Columbia
 - 3.1.4 “**Director, C&E**” means the person appointed as the Director, Compliance and Enforcement Branch of the Oil and Gas Commission, British Columbia
 - 3.1.5 “**Enforcement Officer, OGC**” means a person designated by the Commissioner as an Enforcement Officer pursuant to section 12(1) of the *Oil and Gas Commission Act*.
 - 3.1.6 “**MOE**” means the Ministry of Environment
 - 3.1.7 “**MOU**” means this memorandum respecting mutual assistance.
 - 3.1.8 “**Special Conservation Officer**” means a person designated by the Chief CO as a special conservation officer under section 106(3)(c) of the *Environmental Management Act* (B.C.).

SECTION 4.0 SUBJECT MATTER

4.1. OBJECTIVES

The objectives of this MOU are to

- 4.1.1 Facilitate the achievement of the conservation, protection, and enforcement goals of the respective Parties.
- 4.1.2 Provide good service to the public.
- 4.1.3 Respect the existing mandates, roles, and responsibilities of the Parties while examining options to provide innovative enforcement service that meets the needs of both parties and the public expectations.
- 4.1.4 Maximize effectiveness of coverage without duplication of effort.
- 4.1.5 Provide a framework for harmonious working relationships among the Parties and for resolution of conflict.
- 4.1.6 Clarify the roles and responsibilities of each Party respecting mutual assistance.

4.2. OGC ASSISTANCE TO COS

- 4.2.1 OGC agrees to provide assistance with respect to carrying out the COS mandate in both exigent and non-exigent situations when practicable.
- 4.2.2 OGC agrees to direct Enforcement Officers, OGC who become aware of potential violations falling within the enforcement mandate of the COS to report the details to the Conservation Officer i/c of the local detachment.
- 4.2.3 OGC agrees to advise the Conservation Officer i/c of the local detachment when it undertakes initial enforcement action with respect to potential violations falling within the enforcement mandate of the COS.

4.3. COS ASSISTANCE TO OGC

- 4.3.1 COS agrees to provide assistance with respect to carrying out the OGC mandate in both exigent and non-exigent situations when practicable.
- 4.3.2 COS agrees to direct Conservation Officers who become aware of potential violations falling within the enforcement mandate of OGC to report the details to the local OGC Enforcement Officer.

- 4.3.3. COS agrees to advise the local OGC Enforcement Officer when it undertakes initial enforcement action with respect to potential violations falling within the enforcement mandate of the OGC.

4.4. OPERATIONAL GUIDELINES

- 4.4.1 The Parties agree to collaboratively develop Operational Guidelines for the implementation of this MOU, within 3 months of this MOU being signed off. Such guidelines will be approved by the Manager of Enforcement (for OGC) and the Chief Conservation Officer (for COS).
- 4.4.2 The Operational Guidelines developed under 4.4.1 shall include the following topic areas as a minimum: Determining lead responsibility for investigations; Joint investigation protocols; Dispute Resolution; Use of the MOE COORS system; Use of Conservation Officers by the OGC to conduct investigations; Determining which COS operational procedures will apply to OGC staff while acting under a special conservation officer designation; Handling complaints against OGC investigators designated as Special Conservation Officers; Providing a reporting and auditing mechanism for OGC staff carrying out duties under their special conservation officer designations.

4.5 COMPLIANCE AND ENFORCEMENT POLICY

- 4.5.1 The parties agree to conduct inspections, investigations and enforcement activities related to enactments set out in Annex 1 in accordance with the MOE Compliance and Enforcement Policy.
- 4.5.2 References to the Regional Management Compliance Team in the MOE C&E policy will be adjusted to include the OGC Enforcement Manager as a team member where an investigation or enforcement action is contemplated:
- a) under MOE legislation identified as a "specified enactment" under the *Oil and Gas Commission Act*,
 - b) the party and incident being investigated both come under the OGC mandate, and
 - c) the violations being investigated fall under the Policy.

SECTION 5.0 SPECIAL CONSERVATION OFFICER DESIGNATIONS

5.1. ELIGIBILITY

- 5.1.1 The COS recognizes that OGC is a resource management and regulatory organization with a shared mandate to protect environmental values.
- 5.1.2 The Chief CO will consider requests by the OGC to provide special conservation officer designations to specified OGC enforcement officers. In order to ensure adequate public oversight of enforcement officials, the Chief CO will only consider providing this designation to OGC Enforcement Officers who hold appointments as Special Provincial Constables under the *Police Act* RSBC 1996 c. 367.
- 5.1.3 The Chief CO agrees to provide a letter of support for the OGC application to Police Services Division, Ministry of Public Safety and Solicitor General to obtain Special Provincial Constable appointments for OGC Enforcement Officers.

5.2. PROCESS FOR DESIGNATION

- 5.2.1 In accordance with section 5.1.2, the Chief CO agrees to consider designating individual Enforcement Officers, OGC, as Special Conservation Officers for the duration of their status as Enforcement Officers, OGC. The Chief CO reserves the right to rescind a Special Conservation Officer designation at any time.
- 5.2.2 The Chief CO agrees to normally authorize OGC Special Conservation Officers to exercise the powers and perform the duties of the specified official under any of the Acts or regulations listed in Annex I. The Chief CO agrees to provide each OGC Special Conservation Officer with a certificate verifying their designation and, if the powers of the OGC Special Conservation Officer are limited, specifying the powers that the OGC Special Conservation Officer may exercise.

SECTION 6.0 TRAINING AND STAFFING

6.1. TRAINING

- 6.1.1 The purpose of this section is to encourage and develop efficient, cooperative law enforcement practices and is not intended to interfere with the training program of either Party.
- 6.1.2 In order to promote efficient and safer work environments, and to promote the ability of the staff of both Parties to work together in

the roles of enforcement, each Party agrees to endeavor to maintain the highest professional natural resource training standards.

- 6.1.3 Opportunities for joint training between the Parties will be encouraged.

The Parties agree to work jointly to ensure the most productive and efficient training delivery and results, where practicable.

6.2 OGC INVESTIGATOR STAFFING

- 6.2.1 The parties recognize that a delivery option available for providing field investigation and enforcement capability for the OGC is for the COS to provide conservation officers as investigators to the OGC under a contractual agreement.

- 6.2.2 The parties agree to study the option identified in section 6.2.1 to determine its feasibility on a transitional and long term basis. The Chief CO and the OGC Manager of Enforcement will develop the Terms of Reference to conduct this study within 60 days from the date this MOU takes effect. A recommendation will be presented to the Deputy Minister, MOE and the Commissioner, OGC within 6 months from the date this MOU takes effect.

SECTION 7.0 SHARING OF INFORMATION

- 7.1. The Parties agree to adopt practices in the sharing and security of information and data that are consistent with common areas of their respective mandates.
- 7.2. So that each Party is aware of the interests of the other and is better able to fulfill commitments pursuant to this MOU, each Party agrees to provide the other, in a timely manner, with up-to-date information on matters relevant to this MOU.
- 7.3. Each Party agrees not to disclose, for other than law enforcement purposes not barred by section 7.4, any information supplied by the other Party without prior consent of the other Party, except as required by law.
- 7.4. A Party may supply information to the other Party and clearly indicate that the information must not be disclosed, other than as specified by the supplying party, without the consent of the Party supplying the information. In these circumstances, the Party receiving the information agrees to not disclose the information, other than as specified, without the prior consent of the supplying party, except as required by law.
- 7.5. If one of the Parties is required by law to disclose information supplied by the other Party, they must immediately notify the other Party and provide details of the information to be disclosed. This is intended to protect sensitive information that may be contained within a document, which could

compromise an ongoing investigation, reveal a sensitive investigative technique, or identify a confidential source.

- 7.6. All information and documentation provided to, collected by, delivered to, or compiled by, or on behalf of the OGC and COS in the performance of their duties and responsibilities, shall be dealt with subject to and in accordance with all applicable provisions of the federal and provincial statutes, particularly the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165.

SECTION 8.0 DISPUTE RESOLUTION

- 8.1. The Parties agree that any new issue, matter of general concern or dispute arising from this MOU is to be dealt with by a joint management group consisting of the following position holders or their delegates:

Executive Director, Compliance and Enforcement Branch, OGC

Chief Conservation Officer, COS

SECTION 9.0 NOTICE

- 9.1. All notices or communications provided for in this MOU will be in writing and will be mailed, faxed or delivered. For the purposes of Delivery of Notice, the addresses and fax numbers for delivery are:

For the

Conservation Officer Service:

Chief Conservation Officer
BC Conservation Officer Service
PO Box 9376 Stn Prov Gov't
Victoria BC V8W 9M5

Fax: 250-356-5240

For the

Oil and Gas Commission:

Executive Director, Compliance and
Enforcement Branch
Oil and Gas Commission.
#200, 10003- 110th Ave
Fort St. John BC V1J 6M7

Fax: 250-261-5750

Or at another address if a Party has advised in writing.

- 9.2. Any such notice or communication given by mail is deemed to have been delivered 72 hours after having been deposited in the mail service with first

class postage prepaid. If given by personal delivery, then the notice or communication is deemed effective when delivered.

SECTION 10.0 TERM OF AGREEMENT

- 10.1. This MOU comes into effect when signed by both Parties.
- 10.2. This MOU may be amended by written agreement duly executed by the Parties to this MOU.
- 10.3. This MOU remains in effect until replaced by another agreement or terminated in accordance with section 10.4.
- 10.4. Either Party to this MOU may terminate it upon provision of sixty days written notice to the other Party of its intention to terminate.

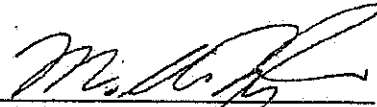
SECTION 11.0 MONITORING

- 11.1. The Parties agree to contract an independent third party to assess the effectiveness of this relationship and all aspects of this agreement, including the Operational Guidelines on an annual basis, commencing on the first anniversary of the date this agreement is signed.
- 11.2. Any costs associated with the independent review set out in section 11.1 shall be shared equally by the parties.
- 11.3. The Parties agree to review, and revise as appropriate, the Operational Guidelines for implementation of this MOU, within the context of annual operational planning and review processes.
- 11.4. In accordance with sections 4.4.2 and 11.1, the OGC agrees to supply the COS with an annual report listing inspections, investigations and enforcement actions undertaken by OGC staff acting under the authority of a special conservation officer designation.

SECTION 12.0 LIABILITY

- 12.1. If one Party receives notice of a claim by a third party for damage of any kind, caused by one of the Party's personnel or agents arising out of, or in connection with the implementation of this MOU, the receiving Party agrees to notify the other Party as soon as practicable.
- 12.2. In the event of a notice of claim as described in section 12.3, the Parties agree to consult and attempt to resolve the claim. The Parties may elect to apportion financial responsibility between themselves to satisfy the claim.
- 12.3. The provisions of sections 12.1 and 12.2, survive the termination of this MOU.


Signed on behalf of the Conservation Officer Service



Mark A. Hayden
Chief Conservation Officer
Conservation Officer Service
Province of British Columbia
Victoria, British Columbia

Sept. 15/2005
Date

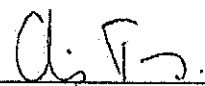
Signed on behalf of the Oil and Gas Commission



Derek Doyle
Commissioner
Oil and Gas Commission
Fort St. John, British Columbia

Sept 15/2005
Date

Signed on behalf of the Ministry of Environment



Chris Trumpy
Deputy Minister
Ministry of Environment
Victoria, British Columbia

Sept 15/05
Date

ANNEX 1

Special Conservation Officer Powers

(See original text of legislation for full description of powers)

In this Annex, the reference to an Act, or a portion of an Act, includes regulations made under that Act and, in the case of a portion of an Act, regulations that apply to that portion of that Act

Official	Act or Regulation
A member of the Conservation Officer Service	<i>Environmental Management Act</i> (Sections 107 (2) to 107 (6) inclusive and 108 only)
Inspector	<i>Integrated Pest Management Act</i>
Officer	<i>Environmental Management Act</i>
Officer	<i>Water Act</i>
Officer	<i>Water Protection Act</i>

SCHEDULE B

**Amendment to Memorandum of Understanding
between
British Columbia Conservation Officer Service
and The Oil and Gas Commission
Compliance and Enforcement Branch, Enforcement Section
Respecting Mutual Assistance
signed June 2009 by
Alex Ferguson and Lance Sundquist**

IN THE MATTER OF THE MEMORANDUM OF UNDERSTANDING

BETWEEN

BRITISH COLUMBIA
CONSERVATION OFFICER
SERVICE

AND

THE OIL AND GAS
COMMISSION
COMPLIANCE AND
ENFORCEMENT BRANCH
ENFORCEMENT SECTION

RESPECTING

MUTUAL ASSISTANCE

AMENDMENT to MOU

This is an agreement between:

THE COMMISSIONER OF THE BRITISH COLUMBIA OIL AND GAS
COMMISSION (OGC)

And

THE CHIEF CONSERVATION OFFICER OF THE BRITISH COLUMBIA
CONSERVATION OFFICER SERVICE (COS)

Pursuant to section 10.2. of the MOU, the parties agree to amend the MOU as follows:


1. The MOU is amended in section 5.0 - Special Conservation Officer Designations under 5.1 Eligibility
 - a. in section 5.1.2. by striking out the words "In order to ensure adequate public oversight of enforcement officials, the Chief CO will only consider providing this designation to OGC Enforcement Officers who hold appointments as Special Provincial Constables under the *Police Act* RSBC 1996 c. 367.", and
 - b. by striking out s. 5.1.3. in its entirety.
2. The MOU is amended by adding the following section:

SECTION 13.0 COMPLAINTS AGAINST EMPLOYEES

- 13.1 It is possible that a complaint could be filed by colleagues, industry or the public against enforcement officers exercising powers granted through designation by the other Party. As the complaint, investigation, and consequences have implications for both Parties, there is a requirement for mutual notification.
- 13.2 For the purpose of resolving complaints affecting COS and OGC staff who have been cross designated, and subject to applicable

legislation and privacy policies, each Party agrees to follow through with an investigation, and to take appropriate action, to resolve a complaint against its staff. Each Party also agrees to inform the other Party of the circumstances, and any actions that are taken to achieve resolution.

Signed on behalf of the Oil and Gas Commission

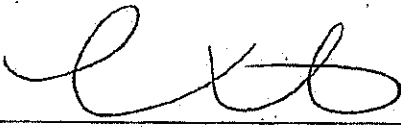


Alex Ferguson
Commissioner
Oil and Gas Commission

15 JUNE 2009

Date signed

Signed on behalf of the Conservation Officer Service



Lance Sundquist
A/ Chief Conservation Officer
Conservation Officer Service

JUNE 26, 2009

Date signed

IN THE MATTER OF THE MEMORANDUM OF UNDERSTANDING

BETWEEN

BRITISH COLUMBIA
CONSERVATION OFFICER
SERVICE

AND

THE OIL AND GAS
COMMISSION
COMPLIANCE AND
ENFORCEMENT BRANCH
ENFORCEMENT SECTION

RESPECTING

MUTUAL ASSISTANCE

AMENDMENT to MOU

SUMMARY OF CHANGES

DESCRIPTION (current/amendments underlined)	AMENDMENT
5.1 Eligibility	
5.1.1 The COS recognizes that OGC is a resource management and regulatory organization with a shared mandate to protect environmental values.	5.1.1 The COS recognizes that OGC is a resource management and regulatory organization with a shared mandate to protect environmental values.
5.1.2 The Chief CO will consider requests by the OGC to provide special conservation officer designations to specified OGC enforcement officers. <u>In order to ensure adequate public oversight of enforcement officials, the Chief CO will only consider providing this designation to OGC Enforcement Officers who hold appointments as Special Provincial Constables under the Police Act RSBC 1996 c. 367.</u>	5.1.2 The Chief CO will consider requests by the OGC to provide special conservation officer designations to specified OGC enforcement officers.
5.1.3 <u>The Chief CO agrees to provide a letter of support for the OGC application to Police Services Division, Ministry of Public Safety and Solicitor General to obtain Special Provincial Constable appointments for OGC Enforcement Officers.</u>	Deleted.
	New Section Added -- Section 13.0 Complaints Against Employees

SCHEDULE C

Regarding
Remediation of Upstream Oil and Gas Sites
between the
Oil and Gas Commission
and the
Ministry of Environment
Environmental Protection Division

signed July 8, 2016 by

Mark Zacharias, Assistant Deputy Minister, Environmental Protection Division,
Ministry of Environment and Ken Paulson, Chief Operating Officer, Oil and Gas Commission

SCHEDULE C
Regarding
Remediation of Upstream Oil and Gas Sites
between the
Oil and Gas Commission
and the
Ministry of Environment
Environmental Protection Division
(hereinafter called the "Parties")

A. PURPOSE

- I. The purpose of this Schedule is to assist the Parties with the efficient and effective administration of authorities under the *Environmental Management Act (EMA)*, the *Oil and Gas Activities Act (OGAA)* and the *Petroleum and Natural Gas Act (PNGA)* relating to the remediation of upstream oil and gas sites.
- II. This Schedule outlines guiding principles, roles, responsibilities, and a collaborative framework for coordinating and streamlining administrative functions and tools development. It demonstrates that the Parties have achieved improved operational alignment between the requirements of a Certificate of Restoration (CoR) as administered by the Oil and Gas Commission (Commission) under Section 41 of the *OGAA* and the requirements of the Contaminated Sites Regulation (CSR) under the *EMA* as administered by the Ministry of Environment (MOE).

B. GUIDING PRINCIPLES

- I. The Parties will:
 - a) develop and implement clear, consistent and practical regulatory requirements that promote environmental best management practices during operation and high standards of environmental quality upon closure of upstream oil and gas sites;
 - b) use efficient, effective, integrated administrative procedures for reviewing and authorizing the investigation and remediation of oil and gas sites;
 - c) develop regulatory tools and procedures that support and encourage remediation and restoration of oil and gas sites and that minimize the potential for site abandonment and liability transfer to the Crown; and

- d) follow regulatory requirements commensurate with levels of risk-reduction achieved, with consideration of both short-term and long-term environmental, social, and economic outcomes.

C. ALIGNMENT OF RESPONSIBILITIES FOR SITE CERTIFICATION

- I. The Commission's authority to make decisions respecting site profiles is established directly through legislation under sections 40(3) and 40(4) of the *EMA* and section 7 of the *CSR*, and the Commission is responsible for making site profile decisions in accordance with its site profile decision framework.
- II. The MOE and the Commission have collaboratively developed an Upstream Oil and Gas Site Classification Tool (Classification Tool). This Classification Tool has been adopted into the Commission's site profile decision framework and provides guidance by which all oil and gas sites are screened either into, or exempted from, a high priority site designation. Under this Schedule the Commission will refer all sites classified as high priority sites to MOE for oversight.
- III. The MOE has established a protocol, described as Protocol 12, which is used to screen contaminated sites to determine whether they may be classified as high priority sites. Under this Schedule the MOE recognizes that the Classification Tool and the Commission's site profile decision framework will be used to complete the initial screening of upstream oil and gas sites, and that only those sites classified by the Commission as high priority sites will be subject to Protocol
- IV. The roles, responsibilities and processes respecting the closure of oil and gas sites are as follows:
 - a) The Commission will assess all applications for CoR and associated site profiles to determine whether there is a need for further site investigation under the *EMA* and the *CSR*. The Commission will make decisions based on available information including information pertaining to soil and groundwater assessments. The Commission will be responsible for ensuring that risks have been mitigated to an appropriate level and will make site-specific decisions informed by *CSR* standards, guidance, procedures, and protocols.

Where the Commission requires or orders a preliminary site investigation under section 7 of the *CSR*, it will not issue a CoR for that site until the site has received an instrument under the *EMA* (e.g. certificate of compliance, voluntary remediation agreement, approval in principle) or until a Director of the *EMA* is satisfied that the site is no longer a high risk site.

The Commission will retain responsibility for administering oil and gas sites that are not designated as high priority sites under the Commission's site profile framework, and are not deemed to require further site investigation under the *EMA*. Such sites will be eligible to receive a CoR as administered and issued by the Commission.

Where the Commission becomes aware of a high priority site or a possible high priority site, it will inform MOE of the site location and provide MOE with any reports associated with the site.

- b) The MOE will be responsible for the management of all activities related to the investigation, assessment, remediation, de-classification (as high priority), and issuance of instruments under the *EMA* for all sites where the Commission has required or ordered a PSI under section 7 of the *CSR*.

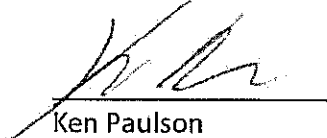
The MOE, at its discretion, may remove a high priority designation for a site or sites. Upon removal of a high priority designation, such site(s) would become eligible for further evaluation by the Commission and subsequent issuance of a CoR.

- c) The MOE will consult the Commission, per section 48 (3)(e) of the *EMA*, before issuing a remediation order for any oil and gas site.
- d) The Commission will be responsible for the development of specific guidance and operating procedures for oil and gas sector. Examples include, but are not limited to, guidance for the handling and management of waste and contaminant characterization.

The Commission will consult the MOE prior to making such guidance and operating procedures public. The Parties will ensure that such guidance and operating procedures are consistent with *EMA*.

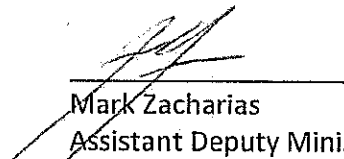
D. COMMUNICATIONS

- i. Managers from the respective Parties will meet on a periodic basis to discuss items covered under this Schedule.



Ken Paulson
Chief Operating Officer
Oil and Gas Commission

08 July 2016
Date



Mark Zacharias
Assistant Deputy Minister
Environmental Protection Division
Ministry of Environment

July 8 2016
Date

SCHEDULE D

Agreement
between
BC Oil and Gas Commission
and
Ministry of Environment
regarding the Acquisition of Capital Equipment
to Support Ambient Air Quality Monitoring in Northeast BC
signed March 31, 2016 by
Ken Paulson (Oil and Gas Commission) and Kaaren Lewis (Ministry of Environment)



Agreement
between the
BC Oil and Gas Commission (Commission)
and
Ministry of Environment (MoE)
regarding

**Acquisition of Capital Equipment to Support Ambient Air Quality Monitoring in
Northeast BC**

Whereas the Ministry of Environment (MoE) is responsible for setting standards for and leading ambient air quality monitoring and reporting across the Province of British Columbia.

Whereas the BC Oil and Gas Commission (Commission) regulates oil and gas activities and conducts some ambient air monitoring in Northeast British Columbia.

Whereas the Commission and MoE have a shared interest in ensuring air quality is monitored and reported in the Northeast BC.

Whereas in a spirit of cooperation, the Commission and MoE have partnered, along with the Ministry of Natural Gas Development, the Canadian Association of Petroleum Producers, and Spectra Energy, to develop an ambient air monitoring network in Northeast BC.

1. Purpose of this Agreement

- 1.1. To provide equipment in support of ambient air quality monitoring and reporting in Northeast BC.
- 1.2. To ensure that air quality monitoring activities, including deployment of air monitoring equipment, in Northeast BC are coordinated between MoE and the Commission.

2. Roles and Responsibilities

2.1. Ministry of Environment shall:

2.1.1. provide the Commission with five air chemistry monitors and one datalogger as follows:

- Three (3) API Model T200 Chemiluminescence NO/NO₂/NO_x Analyzers
- Two (2) API Model T400 UV Absorption Ozone Analyzers
- One (1) DR DAS Envidas 32 Channel Datalogger

2.1.2. Deploy the air monitoring equipment as part of the Northeast Air Monitoring Project.

2.1.3. Ensure the air monitoring equipment is operated and maintained in accordance with manufacturer specifications, and MoE ambient air monitoring standards and audit protocols.

2.2. The Commission shall:

2.2.1. Provide payment for the air monitoring equipment listed in 2.1 (see Section 3, Funding).

2.2.2. Ensure the air monitoring equipment managed by the Commission is operated and maintained in accordance with manufacturer specifications, and MoE ambient air monitoring standards and audit protocols.

2.3. The Commission and MoE shall seek opportunities to further collaborate on ambient air monitoring in Northeast BC, including sharing human resources to support the operation of three portable air monitoring stations, a core air monitoring station in Fort St. John, the Commission Air Monitoring Environmental Laboratory and the Commission's Roaming Air Monitor.

3. Funding

3.1. The Commission shall provide \$84,050.15 in funding to the Ministry of Environment by March 31, 2016 in exchange for the air quality monitoring equipment listed in section 2.1.

4. Decision Making

4.1. Decisions regarding the air monitoring equipment listed in section 2.1, including their future re-deployment, and funding for their ongoing operation and maintenance, shall be taken by the Northeast Air Monitoring Project Steering Committee.

5. Privacy

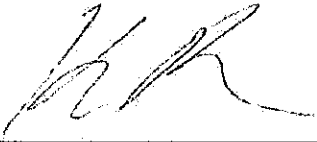
5.1. MoE and the Commission acknowledge that each is subject to the Freedom of Information and Protection of Privacy Act, R.S.B.C. 1996, c 165 and that any exchange of information is subject to applicable legal obligations that require or prohibit the disclosure of information.

6. Effective and Renewal Dates

6.1. This Agreement is effective upon signing by both agencies.

6.2. By mutual agreement, this Agreement may be renewed.

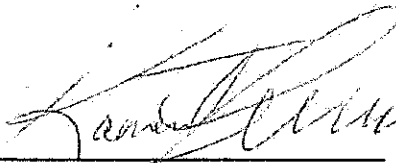
7. Signatures



Ken Paulson
Executive Vice President &
Chief Operating Officer
Oil and Gas Commission

March 31, 2016

Date



Kaaren Lewis
Assistant Deputy Minister
Environmental Sustainability & Strategic Policy Division
Ministry of Environment

March 31, 2016

Date

