

MEMORANDUM OF UNDERSTANDING

RESPECTING

LAKE STURGEON

Between

THE GOVERNMENT OF MANITOBA
represented by
the Minister of Conservation and Water Stewardship
(hereinafter “Manitoba”)

- and -

THE MANITOBA HYDRO-ELECTRIC BOARD
(hereinafter “Manitoba Hydro”)

Manitoba and Manitoba Hydro are collectively called “the Parties”

WHEREAS Manitoba is responsible for the sustainable management of Manitoba’s water and its water-related resources, including its fisheries;

WHEREAS Manitoba is committed to the stewardship of threatened fish species such as Lake Sturgeon to ensure that existing populations are protected and to restore populations to stable and self-sustaining levels;

WHEREAS Manitoba is a signatory to the Accord for the Protection of Endangered Species in Canada, which provides a framework for co-operation among Federal, Provincial and Territorial governments to ensure that species at risk are protected throughout Canada;

WHEREAS the Committee on the Status of Endangered Wildlife in Canada has recommended that Lake Sturgeon be classified as endangered in various river systems in Manitoba;

WHEREAS Manitoba has developed a *Manitoba Lake Sturgeon Management Strategy* and is developing a *Manitoba Lake Sturgeon Recovery Strategy* to guide the coordinated management, protection and recovery of Lake Sturgeon populations in Manitoba;

WHEREAS Manitoba Hydro’s operations can affect Lake Sturgeon populations throughout Manitoba;

WHEREAS regulatory requirements govern the operation of existing Manitoba Hydro facilities, and construction and operation of new facilities, specifically in waters inhabited by Lake Sturgeon;

WHEREAS Manitoba Hydro strives to be an environmental leader among utilities in North America;

WHEREAS Manitoba Hydro is committed to ensuring that its operations and developments do not jeopardize the sustainability of Lake Sturgeon populations in Manitoba and to this end, has developed its *Lake Sturgeon Stewardship and Enhancement Program* with the long term objectives to (i) ensure that the net effect of its current activities do not contribute to a decrease in existing Lake Sturgeon abundance in Manitoba; (ii) operate and develop its facilities in a manner that will not jeopardize the sustainability of Lake Sturgeon populations in Manitoba; and (iii) promote recovery of Lake Sturgeon populations in Manitoba.

AND WHEREAS the Parties have joint interest in the stewardship of Lake Sturgeon in Manitoba;

NOW THEREFORE the Parties agree as follows:

Joint Interest in Lake Sturgeon

- (1). Manitoba recognizes that an effective means of achieving coordinated management, protection and recovery of Lake Sturgeon populations in Manitoba is through the cooperative pursuit of consistent, coordinated and integrated policies, initiatives and programs.
- (2). Manitoba Hydro has an interest and commitment to implementing measures that work to protect and enhance Lake Sturgeon populations in all Manitoba waters affected by its activities.
- (3). Manitoba and Manitoba Hydro are both committed to the principles of sustainable development.
- (4). Manitoba and Manitoba Hydro wish to take all reasonable and necessary steps, consistent with all current Manitoba Lake Sturgeon governance documents to preserve, enhance and grow the stocks of Lake Sturgeon in Manitoba to achieve sustainable populations in waters of common concern, which will contribute to ecological diversity, support traditional aboriginal harvest for subsistence and ceremonial uses, recreational fishing and other uses, while at the same time providing for multiple sustainable uses of water resources in Manitoba.
- (5). Manitoba and Manitoba Hydro are committed to meeting their shared objectives, as outlined in current Manitoba Lake Sturgeon governance documents and this Memorandum of Understanding regarding Lake Sturgeon populations in waters of common concern, in conjunction with the needs of stakeholders.
- (6). Manitoba and Manitoba Hydro are committed to participating in existing agreements and where necessary entering into new agreements with various stakeholders and groups of stakeholders in order to achieve their shared Lake Sturgeon objectives, as outlined in current Manitoba Lake Sturgeon governance documents.

Principles of Cooperation Between the Parties

- (7). Commitment to Action: The Parties are committed to act within their respective areas of responsibility while respecting the jurisdiction and responsibility of other signatories of this and other related memoranda of understandings or arrangements.
- (8). Information Sharing in Advance of Actions: The Parties agree to provide reasonable notice of intent or decisions that may affect other signatories, in advance of any public announcement or action.
- (9). Transparency: The Parties agree to make explicit and known the objectives, principles and means underlying their respective processes.

- (10). Accountability: The Parties agree to be open and publicly accountable to each other for the commitments made in this agreement.
- (11). Coordination: In the spirit of cooperation, the signatories commit to identify and pursue opportunities where increased efficiency, effectiveness and streamlining may result in mutually beneficial improvements for other signatories.
- (12). Sustainable Development: The Parties agree to apply the principles of sustainable development in carrying out any work or projects or implementing any measures for Lake Sturgeon.
- (13). Aboriginal and Treaty Rights: The Parties recognize and respect Aboriginal and Treaty Rights and nothing in this Memorandum of Understanding affects the duty of the Crown to consult with aboriginal peoples about the effect of any proposed action or decision that might affect the exercise of Aboriginal or Treaty Rights recognized and affirmed under Section 35 of the Constitution Act, 1982.
- (14). Agreements: Manitoba and Manitoba Hydro may jointly or separately enter into agreements or arrangements with other parties to support and advance their respective interests in Lake Sturgeon including Canada, First Nations, Métis communities, other Aboriginal peoples, Lake Sturgeon management boards, and other stakeholders. However, the Parties agree that prior to entering into such agreements in pursuit of their mutual objectives that they will consult with each other to determine their respective interests in participating in these processes. Nothing in this agreement shall override any specific provision contained in such bilateral or multilateral agreements.

Length of Memorandum and Termination

- (15). This Memorandum of Understanding shall be in effect for a period of five (5) years from the effective date as set out in section 26 unless terminated by either party with six (6) months notice to the other.
- (16). This Memorandum of Understanding can be extended for additional terms upon the mutual agreement of the Parties.

Implementation Committee

- (17). The Parties shall each name a minimum of two (2) representatives to form an Implementation Committee, with one (1) representative from each Party acting as Implementation Committee Co-chair.
- (18). The Duties of the Implementation Committee will be to carry out the Principles of Co-operation contained within this Memorandum of Understanding, to prepare an annual workplan to guide the activities, and to prepare a brief annual report not more than three (3) pages in length, highlighting the activities undertaken through the Memorandum of Understanding in the preceding 12 month period, with the first such report to be prepared by April 30, 2015.

Provisions

- (19). The Parties agree to increase the body of scientific knowledge relative to life stages of Lake Sturgeon through monitoring and research projects.
- (20). The Parties agree to preserve, enhance and grow present stocks of Lake Sturgeon within the Designatable Units identified for Manitoba recognizing that water resources are a shared resource with multiple users.

Regional Lake Sturgeon Management Boards

- (21). The Parties agree to operate in an open and transparent manner utilizing existing Lake Sturgeon boards and interest groups as part of a broadly based consultative process. The Parties recognize the value of working with these boards to pursue the objectives under this MOU.

Financial Provisions

- (22). The Parties will be responsible for their own direct costs associated with implementing this Memorandum of Understanding.

Sturgeon Culture

- (23). The Parties recognize that sturgeon culture may be the only tool available to replenish stocks that are severely depleted or near extirpated. There is also recognition that, even in these circumstances, there are limits to when and where stocking is an appropriate tool. Specifically, stock density, genetics, biogeographic dispersal potential, disease risk and disease profile will influence culturing decisions. The Parties agree to work cooperatively to develop guidelines, improve methodology and continue to assess the success of sturgeon culture and stocking efforts in Manitoba.

Cooperative Research

- (24). In keeping with section 19 of this Memorandum of Understanding, Manitoba Hydro agrees to provide up to \$50,000 annually (up to \$250,000 over five years) for the costs of cooperative research projects, on a cost-shared basis, under its Lake Sturgeon Stewardship and Enhancement Program. The funds will be deposited to the Fish and Wildlife Enhancement Fund. Research projects and funding arrangements will be reviewed and mutually agreed upon by the Implementation Committee established under section 17 of this Memorandum of Understanding.

Notices

- (25). For the purposes of implementing this Memorandum of Understanding, notices should be provided to:

Bruce Gray, Assistant Deputy Minister
Water Stewardship Division
Manitoba Conservation and Water Stewardship
200 Saulteaux Crescent
Winnipeg MB
R3J 3W3

(204) 945-7030 (office)
(204) 945-7419 (facsimile)
Bruce.Gray@gov.mb.ca

and notices to Manitoba Hydro should be provided to:

Ed Wojczynski
Portfolio Projects Management
Power Supply
Manitoba Hydro
360 Portage Avenue
Winnipeg MB
R3C 2P4

ewojczynski@hydro.mb.ca

Execution of this Memorandum of Understanding

(26). The parties hereto have executed this Memorandum of Understanding by their duly authorized representatives effective as of December 1, 2013 or by the last date shown below if later.

For Manitoba



Signature

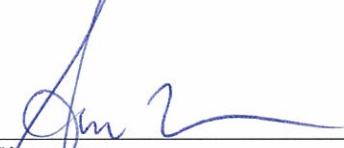
for The Honourable Gord Mackintosh
Minister, Conservation and Water
Stewardship
Grant Doak, Deputy Minister

Name and Title

DEC 13 2013

Date Signed

For Manitoba Hydro



Signature

Scott Thomson
President and Chief Executive Officer
Manitoba Hydro

Name and Title

1 Dec 2013

Date Signed