

**YUKON-NORTHWEST TERRITORIES
TRANSBOUNDARY WATER MANAGEMENT AGREEMENT**


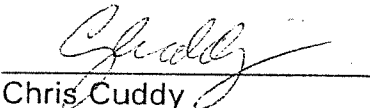
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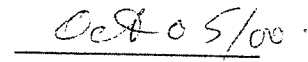
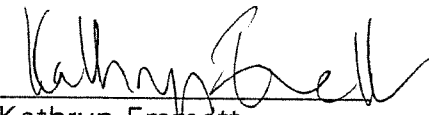
We the undersigned, having negotiated the attached bilateral agreement between the Yukon and Northwest Territories under the auspices of the Mackenzie River Basin Transboundary Waters Master Agreement, recommend it for the approval by our respective Minister.



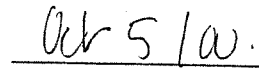
Don Hutton
Director, Policy and Planning
Renewable Resources
Government of Yukon


Date

Chris Cuddy
Chief, Land and Water Management
Environment and Renewable Resources
Department of Indian Affairs and Northern Development


Date

Kathryn Emmett
Director, Policy, Legislation and Communications
Renewable Resources, Wildlife and Economic Development
Government of the Northwest Territories


Date

**YUKON-NORTHWEST TERRITORIES TRANSBOUNDARY
WATER MANAGEMENT AGREEMENT**

BETWEEN:

THE GOVERNMENT OF CANADA as represented by the Minister of Indian Affairs and Northern Development (hereinafter referred to as "Canada")

AND

THE GOVERNMENT OF THE NORTHWEST TERRITORIES as represented by the Minister of Resources, Wildlife and Economic Development and the Commissioner of the Northwest Territories (hereinafter referred to as "Northwest Territories")

AND:

THE GOVERNMENT OF THE YUKON TERRITORY as represented by the Minister of Renewable Resources (hereinafter referred to as "Yukon")

HEREINAFTER REFERRED TO AS THE 'PARTIES'

WHEREAS the waters of the Mackenzie River Basin arise in or flow through Yukon, British Columbia, Alberta, Saskatchewan and the Northwest Territories and are a precious common resource;

AND WHEREAS the governments of Canada, Yukon, British Columbia, Alberta, Saskatchewan, and the Northwest Territories have signed the Mackenzie River Basin Master Agreement on Transboundary Water Management;

AND WHEREAS the water resources common to the Yukon and Northwest Territories should be managed to preserve the ecological integrity of the aquatic ecosystem for current and future generations of Canadians in general and residents of Yukon and the Northwest Territories in particular;

AND WHEREAS the Parties recognize that subsistence users are among the first people to be affected by changes to the aquatic ecosystem;

AND WHEREAS the Parties intend that this Agreement be interpreted in a manner consistent with the exercise of any existing Aboriginal and Treaty rights as recognized by way of land claims agreements or which may be acquired under land claims agreements;

AND WHEREAS the Parties following the principles as set out in the Mackenzie River Basin Master Agreement desire to enter into a cooperative water management agreement as contemplated by that Agreement;

AND WHEREAS the Governor in Council has by Order-in-Council no. P.C. 1995-3/293 dated February 21, 1995, authorized the Minister of Indian Affairs and Northern Development to execute this agreement on behalf of Canada;

AND WHEREAS the Northwest Territories Legislative Assembly through the authority of the Water Resources Agreements Act, S.N.W.T., 1983, c.9 has authorized the Minister of Resources, Wildlife and Economic Development to execute this agreement on behalf of the Northwest Territories;

AND WHEREAS the Commissioner in Executive Council pursuant to the Mackenzie River Basin Agreements Act, Chapter 15, Statutes of the Yukon, 1989/90, has authorized the Executive Council Member responsible for Renewable Resources to execute this agreement on behalf of Yukon;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.0 PURPOSE

The purpose of this Agreement is to cooperatively manage, protect and conserve the ecological integrity of the aquatic ecosystem of the Mackenzie River basin common to Yukon and the Northwest Territories while facilitating sustainable use of the transboundary waters.

2.0 OBJECTIVES

- 2.1 To develop and implement ecosystem objectives to protect the ecological integrity of aquatic ecosystems within the Peel River watershed and other water resources common to the Yukon and Northwest Territories;
- 2.2 To assure that transboundary waters are safe to drink and the aquatic species taken from those waters are safe to eat;
- 2.3 Work toward prevention, control and minimizing point and non-point sources of persistent toxic substances;
- 2.4 To prohibit water transfer in or out of the shared portion of the Mackenzie River Basin that could affect the ecological integrity of the aquatic resources;
- 2.5 To provide opportunities for participation in development planning processes by jurisdictions whose water resources may be affected by human activity;
- 2.6 To foster scientific research and the use of traditional knowledge on water issues in the basin common to the Yukon and Northwest Territories;
- 2.7 To identify the implications of potential developments to the aquatic ecosystem and to take corrective action as necessary; and

2.8 To provide information to the public, and in particular subsistence users, and to promote consultation processes.

3.0 DEFINITIONS

Aboriginal Organizations

In Yukon are the Nacho Nyak Dun First Nation, the Vuntut Gwitchin Tribal Council and the Tr'on dek Hwech'in First Nation, and

In the Northwest Territories are the Gwich'in Tribal Council and the Inuvialuit Game Council.

Aquatic Ecosystem

The interacting components of the air, land, water and living organisms including humans that relate to the water resources of this agreement.

Ecological Integrity

Chemical, physical, hydrological and biological conditions necessary to maintain a healthy and diverse aquatic ecosystem as determined using traditional knowledge and contemporary science.

Ecosystem Objectives

The chemical, physical, hydrological and biological conditions necessary to maintain a healthy and diverse Aquatic Ecosystem.

Mackenzie River Basin Board

The Mackenzie River Basin Board established under the Mackenzie River Basin Transboundary Master Agreement.

Ministers

For Canada, the Minister of Indian Affairs and Northern Development; and

For the Northwest Territories, the Member of the Executive Council appointed as the Minister of Resources, Wildlife and Economic Development; and

For Yukon, the Executive Council Member appointed as the Minister responsible for Renewable Resources.

Mitigative Measures

The elimination, reduction or control of unacceptable deviations from water quality and water quantity objectives. These measures could include restitution for any damage to the ecological integrity of the transboundary waters caused by a project or activity through replacement, restoration, compensation or any other means.

Monitoring Program

The collection, analysis and interpretation of aquatic ecosystem conditions obtained through systematic surveys or studies.

Persistent Toxic Substances

Any substance that can cause death, disease, behavioural abnormalities, cancer, genetic mutations, physiological or reproductive malfunctions or physical deformities or similar adverse effects in any population or community, or that can bioaccumulate in the food chain, or in combination with other substances and having a persistence that will result in transboundary movement.

Subsistence User

Any person in the Yukon or Northwest Territories who relies on the harvest of edible fish or wildlife products for sustenance and food, and the use of non-edible by-products of fish and wildlife for such domestic purposes as clothing, shelter or medicine and for spiritual and cultural purposes.

Transboundary Waters

Waters that flow across the boundary between Yukon and the Northwest Territories, or through which the boundary passes.

Water Quality Objectives

Numerical concentrations or narrative statements established under this agreement to support and maintain a designated water use or the integrity of the aquatic ecosystem.

Water Quantity Objectives

Numerical values or narrative statements established under this agreement for streamflows, water levels and volumes established under this agreement to support and maintain a designated water use or the integrity of the aquatic ecosystem.

Water Resources

The waters of the Mackenzie River and any inland water that is part of the Mackenzie River Basin and common to the Yukon and Northwest Territories, including wetlands, deltas, tributaries to deltas, and groundwater, whether in a liquid or frozen state.

4.0 GEOGRAPHIC SCOPE

- 4.1 The waters of the Mackenzie River Basin common to the Yukon and Northwest Territories are the geographic scope of this agreement as identified and described in Schedule A.

5.0 WATER MANAGEMENT

- 5.1 The Parties are committed to the management of the transboundary waters in accordance with the principles established in the Mackenzie River Basin Master Agreement.
- 5.2 The Parties are committed to the protection, enhancement, conservation and wise use of the water resources to maintain the ecological integrity of the transboundary waters.
- 5.3 The Parties are committed to achieving the ecosystem objectives for the transboundary waters that are attached as Schedule B and which form a part of this Agreement.

- 5.4 The Parties may develop sub-agreements from time to time to address specific water management issues in individual basins. The sub-agreements may be attached as schedules to and form part of this Agreement.
- 5.5 Within two years of signing this Agreement and once water quantity and ecological indicators have been established, the Parties shall undertake monitoring and assessment activities with a view to determining whether the objectives are being met. The Parties shall coordinate monitoring and assessment activities with any related land claims implementation activities.

6.0 ADMINISTRATION

- 6.1 The Parties may establish a Yukon-Northwest Territories Water Resources Committee on an ad hoc basis to carry out tasks in accordance with terms of reference established by the Parties relating to water management within the scope of this Agreement.
- 6.2 A Committee shall, within its terms of reference, act to promote the protection, conservation, enhancement and wise use of the transboundary waters.
- 6.3 The Committee shall provide culturally appropriate communication, incorporate traditional knowledge and values, and where possible, arrive at its decisions by consensus.
- 6.4 The Committee will consist of no more than eight members appointed by each Party and Aboriginal Organization as follows:

Yukon Government	one member
Canada	two members
Aboriginal Organizations (Yukon)	two members
Aboriginal Organizations (Northwest Territories)	two members
Government of the Northwest Territories	one member

- 6.5 Members of the Committee will be appointed at pleasure by their respective Ministers or Aboriginal Organizations.
- 6.6 Each member may designate an alternate member to act on their behalf during their absence.

- 6.7 Each Aboriginal Organization in the Yukon will appoint one representative and membership on the Committee will rotate amongst these representatives, as required to maintain the Committee membership. The rotation order will be determined by the Aboriginal Organizations.
- 6.8 Each Aboriginal Organization in the Yukon shall, when they are represented by a sitting member on the Committee, designate an alternate member from the Aboriginal Organization not currently represented by a sitting member on the Committee to act on their behalf during their absence.
- 6.9 Alternates may attend the meeting with no vote, at their own costs, when they are not acting on behalf of a member.
- 6.10 The Committee shall select from its membership a Chairperson.
- 6.11 The expenses of the Aboriginal Committee Members shall be borne by the respective Parties and paid out according to the terms of their appointment.
- 6.12 The Parties shall within one year of entering into this agreement convene a meeting of representatives of the Parties and Aboriginal Organizations to exchange information and prepare a report to the Parties on the Agreement. The travel and accommodation expenses of representatives of the Aboriginal Organizations shall be borne by the Parties.

After this first meeting, the Parties shall convene such a meeting at least once every two years. A meeting of a committee established under 6.2 shall be considered a meeting of the Parties for the purposes of this clause.

7.0 NOTIFICATION AND COMMUNICATION

- 7.1 For developments and activities not listed as exclusions under the *Canadian Environmental Assessment Act*, *Mackenzie Valley Resource Management Act*, or other environmental assessment legislation, the Parties shall provide opportunities for early consultation and notification of developments and activities that might affect another jurisdiction and share environmental assessment information in a timely and consistent manner.

- 7.2 Each Party shall provide such technical and other information it possesses to the other Parties for the purpose of enabling the other Parties to assess the probable impact of a development or activity and to determine if new or expanded monitoring programs may be required.
- 7.3 The Party within whose jurisdiction a development activity is proposed shall afford the responding Parties a sufficient period of time to assess the probable impacts and to determine their monitoring needs.
- 7.4 Should any Party detect a deviation from ecosystem, water quality or water quantity objectives specified in the Schedules, the Party detecting the deviation shall notify the other Parties in a timely manner. The Party under whose jurisdiction the action leading to the deviation has occurred, shall take appropriate mitigative measures.
- 7.5 If an emergency event occurs which might threaten the ecological integrity of the transboundary waters, the Party in whose jurisdiction the event has occurred, shall notify the other Parties immediately.
- 7.6 Each Party shall within its jurisdiction be responsible for any notification of the public and Aboriginal Organizations respecting the matters dealt with in 7.1 to 7.5.

8.0 DISPUTE-RESOLUTION PROCESS

- 8.1 The Parties shall use their best efforts to resolve any dispute, difference or question respecting this Agreement through direct discussions.
- 8.2 A Party or an Aboriginal Organization may refer an unresolved dispute, difference or question to the Mackenzie River Basin Board and request the Board to examine and report upon the facts and circumstances. The Board may appoint one or more experts to assist with resolving the dispute. The Board will provide the Parties with its conclusions and recommendations.

9.0 AMENDMENTS

- 9.1 This Agreement may be amended by the Ministers in writing, after consultation with Aboriginal Organizations.

10.0 ABORIGINAL AND TREATY RIGHTS

10.1 Nothing in this Agreement shall be interpreted in a manner inconsistent with the exercise of any existing Aboriginal and Treaty rights as recognized and affirmed in s. 35 of the *Constitution Act*, 1982, which include rights now existing by way of land claims agreements or which may be acquired under land claims agreements.

11.0 GENERAL

11.1 Any requirement of this Agreement shall be performed within the framework of each Party's jurisdiction and within each Party's regulatory schemes in effect from time to time.

11.2 Notwithstanding any other provision of this Agreement, the payment of money by the Parties pursuant to this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation made in accordance with their respective Financial Administration Acts, to enable the Parties, in any fiscal year or part thereof when any payment of money by the Parties falls due pursuant to this Agreement, to make that payment;
- (b) Treasury or Management Board, as defined in those Acts, not having controlled or limited, pursuant thereto, expenditure under any appropriation referred to in subsection 11.2(a).

11.3 This agreement shall not operate to vest in any Party any proprietary right or interest that it otherwise would not have.

11.4 No member of the House of Commons of Canada, or of the Legislative Assembly of the Northwest Territories or of the Legislative Assembly of Yukon shall hold, enjoy, or be admitted to any share or part of any contract, agreement, commission or benefit arising therefrom.

11.5 This agreement and the attached schedules form the entire agreement.

12.0 DURATION OF AGREEMENT

12.1 This Agreement shall take effect when signed by the Parties and may be terminated by any Party giving one year's written notice to the other Parties.

13.0 **SCHEDULES**

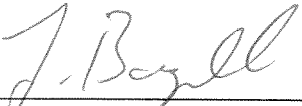
13.1 The following schedules are attached to and form a part of this agreement:

- A Transboundary Waters
- B Ecosystem Objectives
 - (i) Ecological Indicators
 - (ii) Water Quality Objectives
 - (iii) Water Quantity Objectives

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Parties by the Ministers and Commissioner indicated below on the date so indicated:

IN THE PRESENCE OF

CANADA



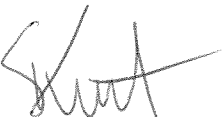
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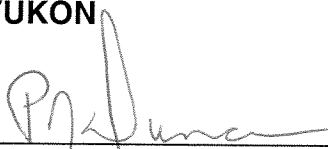
Minister of Indian Affairs and Northern Development

Date: _____

YUKON



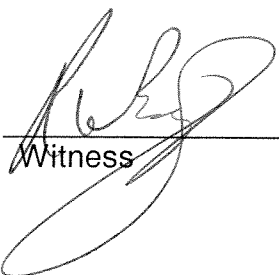
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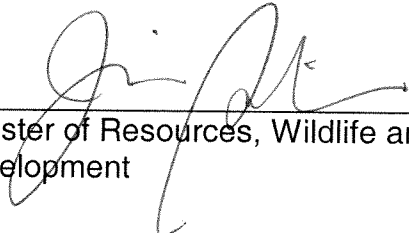
Minister of Renewable Resources

Date: _____

NORTHWEST TERRITORIES




Witness

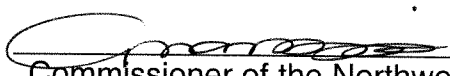


Minister of Resources, Wildlife and Economic Development

Date: _____



Witness



Commissioner of the Northwest Territories

Date: FEB 21 2002

SCHEDULE A

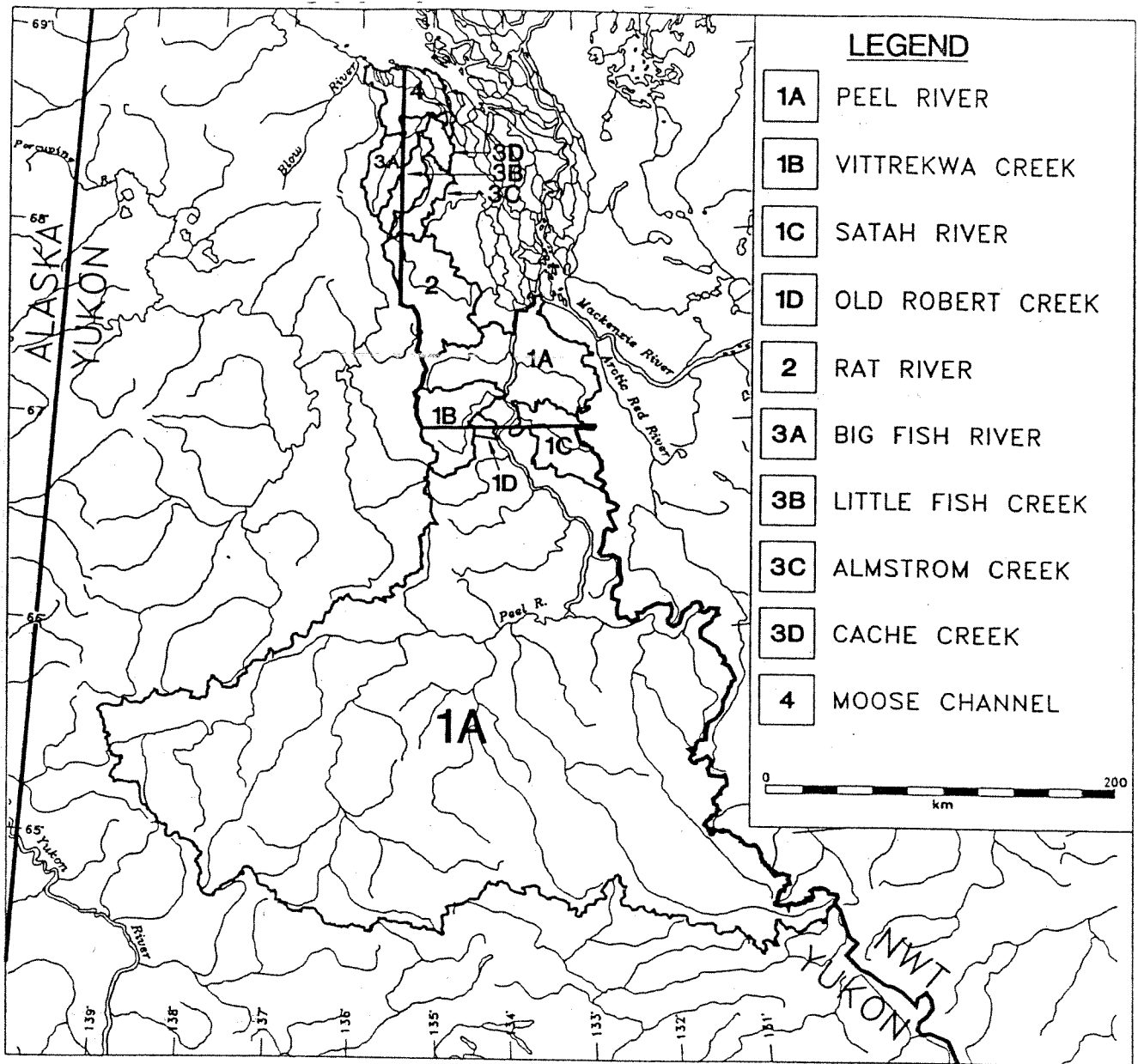
TRANSBOUNDARY WATERS

Schedule A constitutes a listing of transboundary waters that are common to the Yukon and Northwest Territories. A map is included to illustrate the major transboundary waters.

TRANSBOUNDARY WATERS BETWEEN THE YUKON AND NORTHWEST TERRITORIES IN THE MACKENZIE RIVER BASIN

MAP ID	RIVER BASIN NAME	AREA (km ²)	CROSSING LOCATION (Lat and Long)	FLOW DIRECTION
1	PEEL RIVER SUB BASIN	73954.0		
1A	Peel River	70715.5	67° 00' N 135° 00' W	YT to NWT
1B	Vittrekwa River	1668.1	67° 00' N 135° 36' W	YT to NWT
1C	Satah River	1411.9	67° 00' N 134° 27' W	YT to NWT
1D	Old Robert Creek	158.5	67° 00' N 135° 25' W	YT to NWT
2	RAT RIVER SUB BASIN	2401.6		
	Rat River	2401.6	67° 57' N 136° 27' W	YT to NWT
3	BIG FISH RIVER SUB BASIN	2627.7		
3A	Big Fish River	1005.4	68° 30' N 136° 27' W	YT to NWT
3B	Little Fish River	675.9	68° 14' N 136° 27' W	YT to NWT
3C	Almstrom Creek	628.0	68° 7' N 136° 27' W	YT to NWT
3D	Cache Creek	318.4	--	NWT
4	MOOSE CHANNEL	1195.2	68° 47' N 136° 27' W	NWT TO YT

YUKON - NORTHWEST TERRITORIES TRANSBOUNDARY BASINS



EXPLANATORY NOTES

GENERAL COMMENTS

The trans river basins were delineated on 1:250,000 NTS maps using river channels and height of land. In areas where there was some uncertainty, 1:50,000 NTS maps were used.

The majority of the Yukon and Northwest Territories' border (from 60° N to 67° N) is the height of land and is therefore a drainage divide.

Basins were chosen for all streams that crossed the boundary on the 1:250,000 maps.

The basins were not delineated below 50 feet in the Mackenzie River Delta because of the contorted drainage pattern which prevents any clear definition of the river's mouth.

Only transboundary sub-basins were delineated in order to show greater detail within the basin. The naming convention follows this approach by giving all sub-basins the same number designator and the major sub-basin the letter A (ie. Peel River is 1A which indicates that it is part of the Peel River System and the major sub-basin).

SPECIFIC COMMENTS

Three Cabin Creek flows in two directions and so the basin was divided at Yiditshuu Lake. The northern flow is part of the Satah River Basin while the southern flow is included with the Peel River Basin.

The Moose Channel Basin was delineated by grouping all of the channels and streams that contributed any flow to the channel.

Cache Creek is not a transboundary river but since it completes the western part of the Big Fish River System it was included.

SCHEDULE B

ECOSYSTEM OBJECTIVES

Because the aquatic ecosystem consists of physical, chemical and biological elements, it is necessary to consider each of these when establishing ecosystem objectives. The biological elements are defined by ecological indicators while the chemical elements are defined by water quality objectives and the physical elements are defined by water quantity objectives. To fulfil the purpose of this agreement, the following are attached:

1. Ecological indicators
2. Water Quality Objectives
3. Water Quantity Objectives

B.1. ECOLOGICAL INDICATORS

Ecological indicators are characteristics of the aquatic environment that when measured provide early warning signs of environmental stress or quantify the magnitude of stress. The indicators will respond, either directly or indirectly to changes in water chemistry or streamflow. When developed, a suite of ecological indicators, will be added to this schedule.

B.2 WATER QUALITY OBJECTIVES

The Canadian Council of Ministers of the Environment (1999) "Canadian Environmental Quality Guidelines" are used as the basis for the water quality objectives for this agreement. When the background level for a specific parameter naturally exceeds the Canadian Environmental Quality Guideline objective, the water quality objective is amended to an agreed upon background level based on the results of monitoring programs. These water quality objectives may be refined based on monitoring programs or they may be revised to include new or amended water quality objectives developed and accepted by the Canadian Council of Ministers of Environment.

The water quality objectives for this agreement are as follows:

CCME's Canadian Environmental Quality Guidelines for Freshwater Aquatic Life (1999)

Parameter	Objective
Inorganic / Organic Parameter	
Aldicarb	1 µg/L
Aldrin + Dieldrin	No EQG ⁱ
Aluminium	5-100 µg/L
Ammonia (total)	1370-2200 µg/L
Aniline	2.2 µg/L
Arsenic	5.0 µg/L
Atrazine	1.8 µg/L
Benzene	370 µg/L
Bromacil	5.0 µg/L
Bromoxynil	5.0 µg/L
Cadmium	0.017 µg/L
Captan	1.3 µg/L
Carbaryl	0.20 µg/L
Chlordane	No EQG ⁱ
Chlorinated benzene	-
Monochlorobenzene	1.3 µg/L
1,2-Dichlorobenzene	0.70 µg/L
1,3-Dichlorobenzene	150 µg/L
1,4-Dichlorobenzene	26 µg/L
1,2,3-Trichlorobenzene	8.0 µg/L
1,2,4-Trichlorobenzene	24 µg/L
1,3,5-Trichlorobenzene	-
1,2,3,4-Tetrachlorobenzene	1.8 µg/L
1,2,3,5-Tetrachlorobenzene	-
1,2,4,5-Tetrachlorobenzene	-
Pentachlorobenzene	-
Hexachlorobenzene	6.0 µg/L

CCME's Canadian Environmental Quality Guidelines for Freshwater Aquatic Life (1999)

Parameter	Objective
Inorganic / Organic Parameter	
Chlorinated ethanes 1,2-Dichloroethane	100 µg/L
Chlorinated ethenes 1,1,2-Trichloroethene (Trichloroethylene, TCE)	21 µg/L
1,1,2,2-Tetrachloroethenes (Tetrachloroethylene, PCE)	111 µg/L
Chlorinated phenols Monochlorophenols	7 µg/L
Dichlorophenols	0.2 µg/L
Trichlorophenols	18 µg/L
Tetrachlorophenols	1 µg/L
Pentachlorophenols	0.5 µg/L
Chlorine (see Reactive Chlorine species)	-
Chlorothalonil	0.18 µg/L
Chromium Trivalent chromium (Cr(III))	8.9 µg/L
Hexavalent chromium (Cr(VI))	1.0 µg/L
Chlorpyrifos	0.0035 µg/L
Copper	2-4 µg/L
Cyanazine	2.0 µg/L
Cyanide	5 µg/L
DDAC (Didecyl dimethyl ammonium chloride)	1.5 µg/L
DDT (2,2-Bis(<i>p</i> -chlorophenyl)-1,1,1-trichloroethane; Dichloro diphenyl trichloroethane)	No EQG ⁱ
Deltamethrin	0.0004 µg/L
Dicamba	10 µg/L
Diclofop-methyl	6.1 µg/L
Dimethoate	6.2 µg/L
Dinoseb	0.05 µg/L
Dissoived gas supersaturation	Narrative
Oxygen,dissolved	5500-9500 µg/L
Endosulfan	0.02 µg/L
Endrin	No EQG ⁱ
Ethylbenzene	90 µg/L

CCME's Canadian Environmental Quality Guidelines for Freshwater Aquatic Life (1999)

Parameter	Objective
Inorganic / Organic Parameter	
Glycols	
Ethylene glycol	192 000 µg/L
Propylene glycol	500 000 µg/L
Glyphosate	65 µg/L
Halogenated methanes	
Dichloromethane (Methylene chloride)	98.1 µg/L
Trichloromethane (Chloroform)	1.8 µg/L
Tetrachloromethane (Carbon tetrachloride)	13.3 µg/L
Heptachlor (Heptachlor epoxide)	No EQG ⁱ
Hexachlorobutadiene (HCBD)	1.3 µg/L
Hexachlorocyclohexane (see Lindane)	0.01 µg/L
IPBC (3-Iodo-2-propynyl butyl carbonate)	1.9 µg/L
Iron	300 µg/L
Lead	1-7 µg/L
Linuron	7.0 µg/L
MCPA (4-Chloro-2-methyl phenoxy acetic acid; 2-Methyl-4-chloro phenoxy acetic acid)	2.6 µg/L
Mercury	0.1 µg/L
Metolachlor	7.8 µg/L
Metribuzin	1.0 µg/L
Molybdenum	73 µg/L
Nickel	25-150 µg/L
Nitrogen	
Ammonia (total)	1370-2200 µg/L
Nitrite	60 µg/L
Nitrate	Narrative
Organotins	
Tributyltin	0.008 µg/L
Triphenyltin	0.022 µg/L
pH	6.5-9.0 ⁿ
Phenols	4.0 µg/L
Phenoxy herbicides	4.0 ^o µg/L
Phthalate esters	
Di- <i>n</i> -butyl phthalate	19 µg/L
Di(2-ethylhexyl) phthalate	16 µg/L

CCME's Canadian Environmental Quality Guidelines for Freshwater Aquatic Life (1999)

Parameter	Objective
Inorganic / Organic Parameter	
Picloram	29 µg/L
Polychlorinated biphenyls (PCBs)	No EQG ⁱ
Polycyclic aromatic hydrocarbons (PAHs)	
Acenaphthene	5.8 µg/L
Acridine	4.4 µg/L
Anthracene	0.012 µg/L
Benz(a)anthracene	0.018 µg/L
Benzo(a)pyrene	0.015 µg/L
Fluoranthene	0.04 µg/L
Fluorene	3.0 µg/L
Naphtalene	1.1 µg/L
Phenanthrene	0.4 µg/L
Pyrene	0.025 µg/L
Quinoline	3.4 µg/L
Reactive chlorine species (Hypochlorous acid and monochloramine)	0.5 µg/L
Selenium	1.0 µg/L
Silver	0.1 µg/L
Simazine	10 µg/L
Styrene	72 µg/L
Tebuthiuron	1.6 µg/L
Thallium	0.8 µg/L
Toluene	2.0 µg/L
Toxaphene	No EQG ⁱ
Triallate	0.24µg/L
Trifluralin	0.20 µg/L
Zinc	30 µg/L

Physical Parameter

Temperature	Narrative
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No EQGⁱ No environmental quality guideline is recommended; see environmental quality guidelines for other media where appropriate.

ⁿ No units for pH.

^o The freshwater quality guideline, aquatic life, of 4.0 µg/L for phenoxy herbicides is based on data for ester formulations of 2,4-dichlorophenoxyacetic acid.

B.3 WATER QUANTITY OBJECTIVES

Water quantity objectives are established to maintain the parameters relating to changes in timing, frequency and magnitude of peak flow, daily, monthly and seasonal flow rates; and annual flow volumes and basin run off yields within prescribed limits at suitable transboundary locations to maintain the integrity of the ecosystem.

The Interim Water Quantity Objective for this agreement is that there will be no significant change in the flow regime resulting from new human activity that could affect the aquatic ecosystem.

The variability in hydrologic characteristics that existed prior to this agreement shall be used as a guide to establishing water quantity objectives. The Water Quantity Objectives may be refined based on information from monitoring programs and other sources.