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**CANADA-BRITISH COLUMBIA  
FEDERAL-PROVINCIAL  
RURAL DEVELOPMENT  
AGREEMENT, 1975-77**

12-670



Regional  
Economic  
Expansion

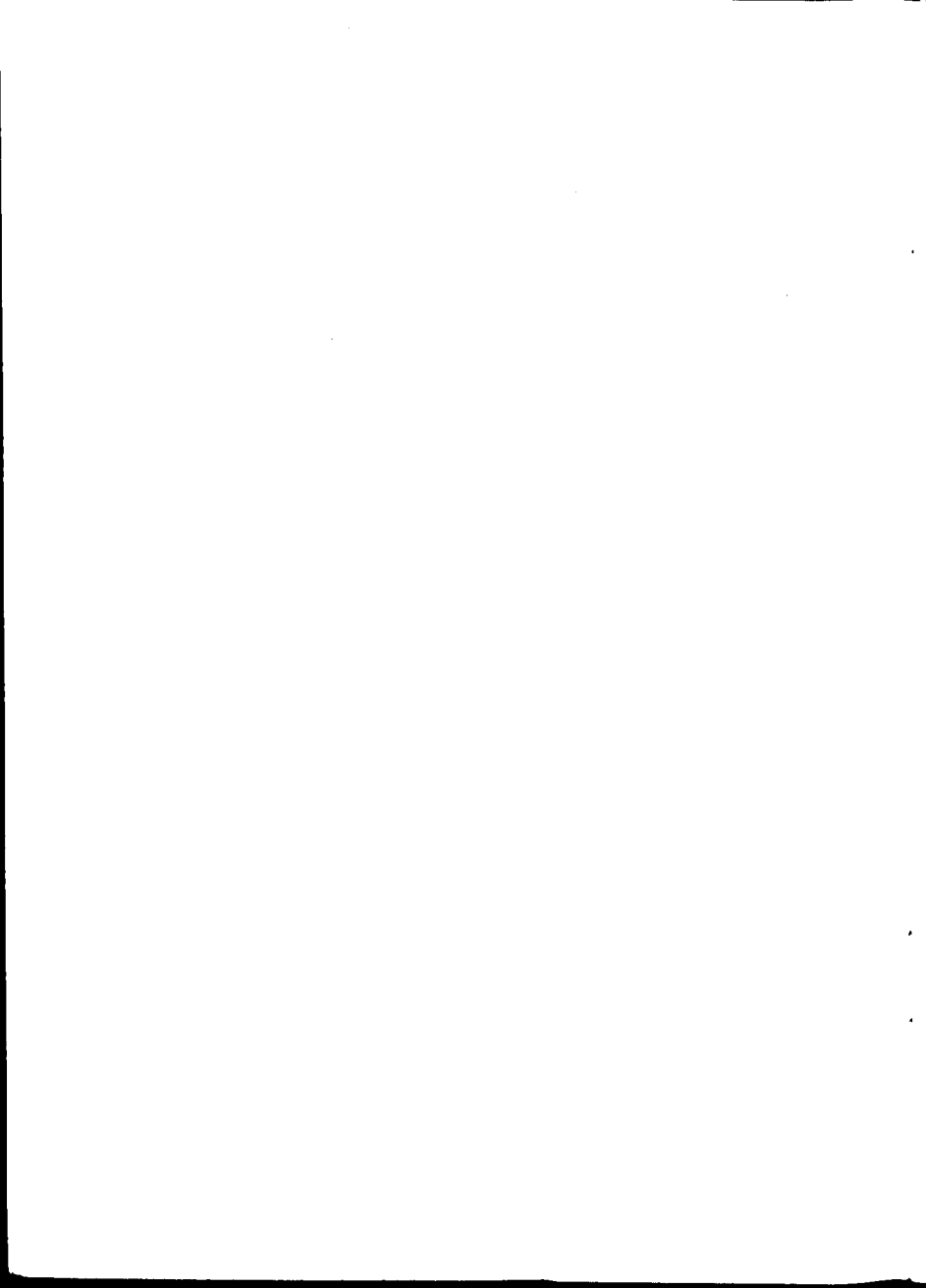
Expansion  
Économique  
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**CENTRE DE DOCUMENTATION**

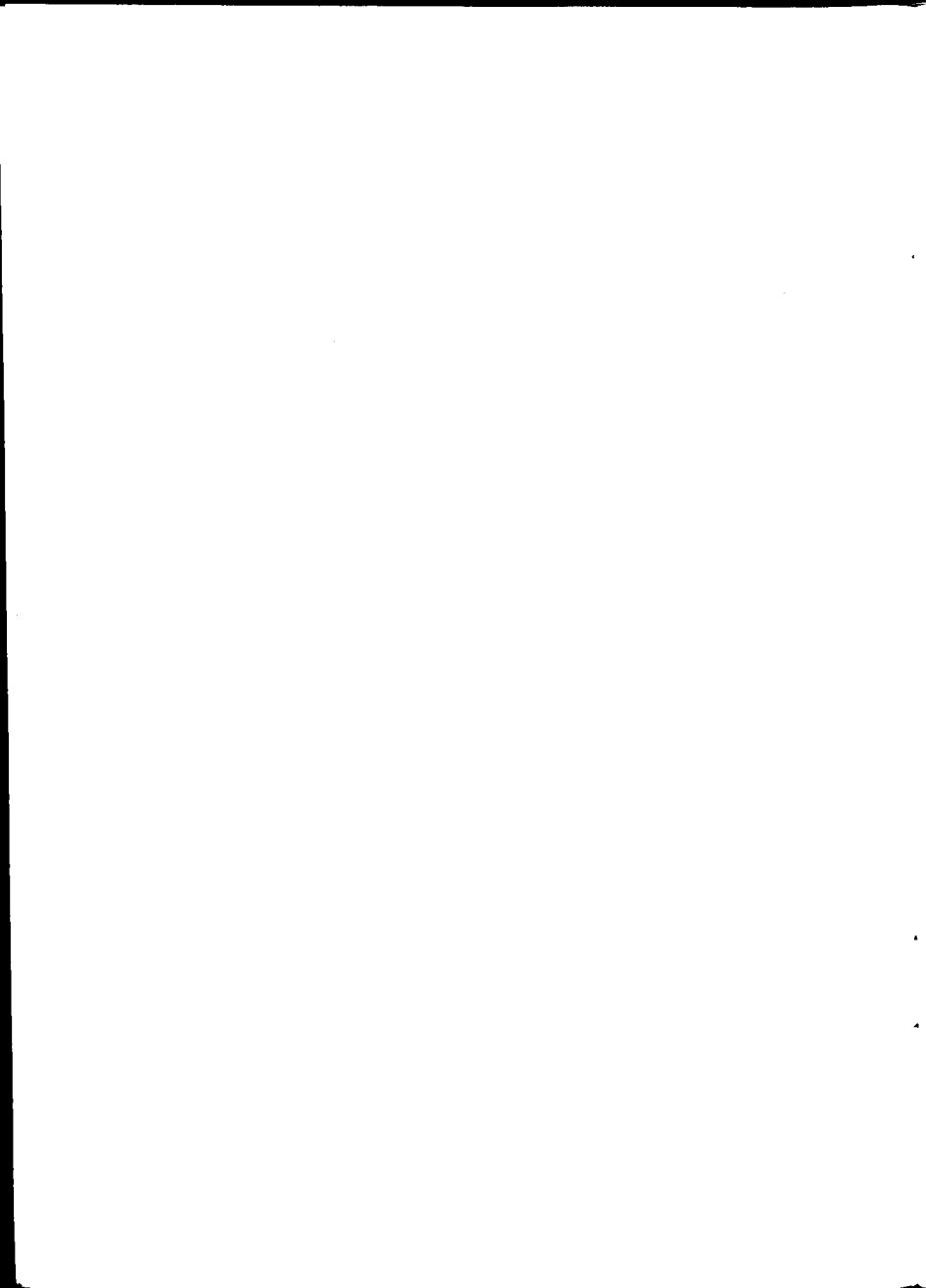
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**CANADA-BRITISH COLUMBIA  
FEDERAL-PROVINCIAL  
RURAL DEVELOPMENT  
AGREEMENT, 1975-77**

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THIS AGREEMENT made this 17th  
day of July, 1975.

**BETWEEN:**

THE GOVERNMENT OF CANADA  
(hereinafter called "Canada"),

**OF THE FIRST PART,**

**AND:**

THE GOVERNMENT OF THE  
PROVINCE OF BRITISH COLUM-  
BIA (hereinafter called "British  
Columbia"),

**OF THE SECOND PART.**

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THIS AGREEMENT is entered into on behalf of Canada by the Minister of Regional Economic Expansion and on behalf of British Columbia by the Minister of Agriculture.

WHEREAS certain rural areas of the Province are subject to widespread social, technological and economic changes that necessitate adjustments on the part of many rural people;

AND WHEREAS the income levels, opportunities for employment and standards of living of many people in rural areas of the Province are unreasonably low;

AND WHEREAS Canada and British Columbia have jointly agreed that government action is required to promote economic development and alleviate conditions of social and economic disadvantage in certain rural areas of the Province;

AND WHEREAS the purpose of the Agricultural and Rural Development Act (ARDA) is, inter alia, to undertake research and investigation and jointly to undertake with British Columbia programs and projects for the more efficient use and economic development of rural lands, for the development of income and employment opportunities in rural areas and for the improvement of standards of living in those areas; for the development and conservation of water supplies for agricultural or other rural purposes; and for soil improvement and conservation in rural lands;

AND WHEREAS the Governor in Council by Order in Council P.C. 1975-15/1527 of the 3rd day of July, 1975, has authorized the Minister of Regional Economic Expansion to execute this Agreement on behalf of Canada;

AND WHEREAS the Lieutenant Governor in Council by Order in Council No. 2129 of the 26th day of June, 1975, has authorized the Minister of Agriculture to execute this Agreement on behalf of British Columbia;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. In this Agreement, unless the context otherwise requires:

- (a) "Act" means the *Agricultural and Rural Development Act (ARDA)*, R.S.C. 1970, chap. A-4;
- (b) "Committee" means the joint ARDA Committee established pursuant to section 2;
- (c) "Federal Minister" means the Minister of Regional Economic Expansion of Canada and includes any person designated by the Federal Minister to act on his behalf under this Agreement;
- (d) "fiscal year" means the period commencing on April 1st of any year and terminating on March 31st of the immediately following year;
- (e) "Ministers" means the Federal Minister and the Provincial Minister;
- (f) "Province" means the Province of British Columbia;
- (g) "Provincial Minister" means the Minister of Agriculture of the Province of British Columbia and includes any person designated by the Provincial Minister to act on his behalf under this Agreement;



- (h) "program" means a definite plan consisting of a group of projects authorized under the terms of this Agreement;
- (i) "project" means any project described in this Agreement;
- (j) "Rural Development Regions" means the areas of British Columbia jointly agreed to by the Ministers and approved by the Governor in Council;
- (k) "shareable cost" means the amount or the proportion of the total cost of a project which Canada and the Province have agreed to share;
- (l) "shareable revenue" means rental income accruing to or collected by British Columbia from any cost-shared program or project authorized under this Agreement and means any amounts of capital accruing to or collected by British Columbia on the disposal of properties previously acquired by British Columbia through any cost-shared program or project authorized under this Agreement; and
- (m) "termination date" means the last date upon which expenditures may be incurred, on any program or project, that will qualify for cost-sharing.

2. The Ministers shall establish a joint ARDA Committee composed of at least two representatives each of Canada and of British Columbia with respect to programs and projects described in Parts I to VI of this Agreement.

3. (1) The Committee shall recommend to the Ministers programs and projects that are within the terms of the Act.

(2) The Committee shall recommend to the Ministers rural lands to which programs and projects under this Agreement may apply, based on identification of the problems of those lands.

(3) The Committee shall indicate to the Ministers how the recommended programs or projects, by themselves or in conjunction with other programs of Canada and British Columbia, can contribute to the alleviation of the problems identified.

(4) The Committee shall indicate to the Ministers the objectives, sub-objectives, benefits and costs, including environmental and ecological benefits and costs, methods of implementation, the expected revenue, expenses, user charges, and provision for evaluation, as may be appropriate, of each program or project.

(5) The Committee shall review and report to the Ministers on progress in the implementation of programs and projects, including those relating to research and investigation.

(6) The Committee may recommend to the Ministers projects for research and investigation which are, in the Committee's opinion, required in order to identify, formulate or evaluate any program or project proposed or implemented under this Agreement.

4. (1) A program or project shall be for the period specified in the relevant program or project decision, but the termination date for any program or project shall not be later than December 31, 1978.  
(2) The time period specified in the program or project decision may be extended or a program or project may be renewed by the Ministers subject to the date set forth in subsection (1) of this section.
5. Subject to section 47, the implementation of a program or project under this Agreement is subject to prior decision (in this Agreement referred to as a "program or project decision"), in a form agreed to between the parties hereto. The implementation of such programs or projects is conditional on their being described in Parts I to VI hereto and on funds being appropriated by the Parliament of

Canada and the Legislature of the Province of British Columbia.

6. (1) The operation and maintenance of any project to which this Agreement relates shall be effected in accordance with generally prevailing management practices.
- (2) The charges, if any, to be charged to persons to whom any of the benefits of a project are made available, shall be levied on a basis comparable to that employed in similar provincial or municipal projects.

7. Subject to the terms and conditions of this Agreement, and subject to funds having been appropriated by Parliament, Canada will contribute one-half of the shareable cost of programs or projects decided upon in the form of financial or other assistance, or both, provided however that where other Federal Acts or programs apply, and where contributions to a project are made under such Acts or programs, then no financial assistance shall be provided in respect of that project or portion of the project so assisted.

8. The parties hereto will jointly announce programs or projects decided upon, and any public information or advertising releases specifically related to such programs or projects shall indicate the extent of the respective shares of Canada and British Columbia.

9. No program or project shall be decided upon under this Agreement after March 31, 1977. Canada will not be responsible for any expenditures incurred after the original or extended termination date specified in a program or project decision or December 31, 1978, whichever date is the earlier. Canada will not pay any claim which is not received within twelve months after the original or extended termination date specified in a program or project decision, or after the fiscal year ending March 31, 1979, whichever date is the earlier.

10. (1) British Columbia may submit, from time to time, through the Committee, proposals for decision by the

Federal Minister of each program or project to be undertaken under this Agreement.

(2) In submitting proposals, British Columbia shall provide sufficient information for the adequate assessment of the suitability of the program or project, including the purpose, the costs, the benefits, the expenses and assessments of the economic significance of each of the parts of the program or project and, where applicable:

- (a) other physical data, such as plans, maps and description of development works;
- (b) such financial details as the cost-sharing between the parties involved, expected revenues, and like data;
- (c) a description of any development works proposed, the authority that will be responsible for undertaking, operating and maintaining the program or project, the expected revenues, user charges or any other like considerations;
- (d) the proposed plan of cost-sharing between all parties taking part in the program or project including charges, if any, to persons to whom any of the benefits will accrue; and
- (e) any other information which the Federal Minister may require.

**11.** To facilitate the administration of this Agreement, British Columbia agrees to provide the Federal Minister, on or before the first day of September of each year, with estimates concerning its proposed program for the subsequent fiscal year in such form as the Federal Minister may request.

**12.** (1) In order to assist with the interim financing of programs and projects decided upon, Canada may, if British Columbia so requests, make interim payments to British Columbia not exceeding one hundred per cent (100%) of Canada's share of claims submitted, based on estimates of expenditures actually incurred and paid and certified by a senior officer of British Columbia.

(2) British Columbia shall account for each such interim progress payment by submitting to Canada within the following quarter a detailed statement of the actual expenditures incurred and paid, submitted in a form and verified in a manner satisfactory to the Federal Minister, and certified by a senior officer of British Columbia. Any discrepancy between the amounts paid by Canada by way of interim progress payments and the amount actually payable by Canada shall be promptly adjusted between Canada and British Columbia.

**13.** British Columbia shall maintain adequate records of all transactions made pursuant to this Agreement, supported by proper documents and vouchers.

**14.** British Columbia shall make such records, documents and vouchers available to the Federal Minister for audit upon request.

**15.** British Columbia may apply ARDA programs to Indian lands and Indian people. In the event that Indians are involved in a program, Canada will negotiate special cost-sharing arrangements to the extent that Indians are involved.

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## RESEARCH

**16.** The objective of this Part is to enable Canada and British Columbia to undertake jointly, physical, social and economic research concerning any of the programs or projects under this Agreement. Basic physical and biological research is not considered pertinent to the intent of the Act or this Agreement.

**17.** Programs or projects under this Part may pertain to any or all of the following:

- (1) surveys, studies and investigations aimed at establishing criteria and priorities for action under ARDA and assisting in the solution of rural problems and to develop programs and projects that qualify for cost-sharing under this Agreement;
- (2) the formulation of plans for Rural Development Regions;
- (3) pilot action research specifically designed to test new program approaches to the solution of rural problems and the improvement of rural standards of living not allowed for in other sections of this Agreement. Such projects will terminate at a time agreed to in the relevant project decision and participation in them shall not oblige Canada or British Columbia to participate in an exten-

sion of the projects thereafter, nor in any additional projects of this type;

(4) studies aimed at determining the feasibility of any project aimed at improving the income level or employment opportunities of rural people;

(5) studies aimed at assessing the impact of programs on rural people.

**18.** For programs or projects under this Part the shareable cost may be one hundred per cent (100%) of the total cost.

**19.** (1) The shareable cost under this Part may include the gross salaries and wages and the employer's share of contributions for Canada Pension Plan and Unemployment Insurance, and expenses as determined by the Committee, of employees of British Columbia or its agencies when those employees are specifically and directly engaged on programs or projects decided upon for a continuing period of one month or more.

(2) When employees of Canada are specifically and directly engaged on programs or projects decided upon for a continuing period of one month or more, their gross salaries and wages and the employer's share of contributions for Canada Pension Plan and Unemployment Insurance and expenses as determined by the Committee may be included as part of Canada's contribution to the shareable cost of the program or project.

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**LAND USE AND FARM ADJUSTMENT**

**20.** The objectives of this Part are:

- (1) to assist in the establishment of viable farm units through the enlargement, consolidation, regrouping, and basic improvement of non-viable farms;
- (2) to assist in the withdrawal from agriculture of land of low agricultural capability or land ineffectively used and for the development of such land to achieve a more effective use;
- (3) to release capital to farmers who desire to sell non-viable farms.

**21.** Programs or projects under this Part may pertain to any or all of the following:

- (1) the acquisition of lands of low agricultural capability for conversion from agriculture to a more effective use, such as forestry, recreation, wildlife management or conservation reserve;
- (2) the acquisition of lands for permanent forage or pastures;
- (3) the acquisition of non-viable farms for the purpose of effecting farm enlargement or consolidation;



(4) the development of lands acquired under subsections (1) and (2) above;

(5) the development of Crown or publicly owned land for the establishing of community pastures or permanent forage;

(6) the regrouping and basic improvement of properties acquired under subsection (3) above for the purpose of establishing viable farms.

**22.** (1) The shareable cost for programs under this Part may be one hundred per cent (100%) of the total net cost to British Columbia after deducting such contribution by the owners as British Columbia may determine.

(2) For programs and projects under section 21, subsections (3) and (6) involving the buying, selling, leasing, renting, developing and improving of properties, the shareable cost may be the net cost to British Columbia of carrying out such programs and projects. The terms and conditions of participation by Canada, including the determination of net cost, and the allowable costs for land acquisition, development and improvement, shall be approved by the Governor in Council after consultation between the Ministers.

**23.** (1) For projects under section 21, subsections (1), (2) and (4), the shareable cost shall not exceed \$125 per acre.

(2) For projects under section 21, subsection (3), the shareable cost shall not exceed \$200 per acre.

(3) For projects under section 21, subsection (5), the shareable cost shall not exceed \$100 per acre.

(4) For projects under section 21, subsection (6), the shareable cost shall not exceed \$125 per acre.

(5) Subject to section 22, subsection (2), for projects under section 21, subsections (1) through (6), that exceed the shareable cost as designated, a higher cost per acre may apply upon joint agreement of the Ministers.

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### **RURAL DEVELOPMENT SERVICES AND TRAINING**

**24.** The objective of this Part is to make possible more effective employment and income opportunities for rural people who are in need of assistance as a result of under-employment or low income. The intent is that the provisions, where applicable, of federal-provincial manpower programs should be applied vigorously to the rehabilitation problems of rural people and that this Part of this Agreement should be used to fill gaps or to provide supplementary types of assistance to meet the particular needs of rural people. This Part is particularly directed to those rural families affected by Part II of this Agreement and to low income rural families that require assistance not available in other public programs.

**25.** Programs or projects under this Part may pertain to any or all of the following:

(1) special assistance, where necessary, for people aged 55 years and over or physically infirm who are not qualified for training and re-establishment, and who are affected by Part II of this Agreement;

(2) special allowances or grants, not to exceed \$2,500 per family, when the sale of a farm does not provide adequate funds to allow the rehabilitation and relocation of the family in another area where employment is available;

(3) special allowances while participating in group counselling, social development, orientation or informal courses, including transportation and living costs for individuals who may later qualify for rehabilitation and re-establishment;

(4) special assistance for persons moving their families and effects where this will enhance their prospects for employment and where the moves cannot be authorized under the Manpower Mobility Program;

(5) the provision of grants, and allowances for the training and upgrading of personnel to be assigned duties as Rural Development Officers and for the training of selected local leaders expected to perform various voluntary services at the community level;

(6) the holding of seminars, conferences, meetings and other types of group activities, including expense allowances for participants and related costs;

(7) the payment of salaries and expenses of the Provincial Director of Rural Development, and of Rural Development Officers including supporting staff specifically required to implement programs or projects under this Agreement.

**26.** For projects under this Part, the shareable cost may be one hundred per cent (100%) of the total cost.

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### **ALTERNATIVE INCOME AND EMPLOYMENT OPPORTUNITIES IN THE RURAL DEVELOPMENT REGION**

**27.** The objective of this Part is to increase income and alternative employment opportunities for low income rural people in the Rural Development Region.

**28.** Programs or projects under this Part may pertain to any or all of the following:

- (1) the establishment of new processing or manufacturing facilities utilizing renewable natural resources;
- (2) the expansion and modernization of present processing or manufacturing facilities utilizing renewable natural resources;
- (3) the establishment or expansion of facilities or services deemed necessary for the additional or new production of selected primary and secondary products;
- (4) land development enterprises on Crown or publicly owned land and the acquisition for such enterprises of private land now ineffectively used;
- (5) the undertaking of primary fisheries development projects not provided for in other federal or federal-

provincial programs consistent with the intent of this program;

(6) the provision of public recreation areas including basic infrastructure facilities in conformity with an overall plan for the Rural Development Region.

**29.** For projects under this Part, the shareable cost may be one hundred per cent (100%) of the total cost.

**30.** Programs and projects under this Part with a total cost in excess of \$100,000 shall be subject to a prior economic analysis.

**31.** The maximum annual contribution by Canada for all programs and projects under this Part shall be negotiated annually by the Ministers.

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### **PUBLIC INFORMATION SERVICES**

**32.** The objective of this Part is to provide for the development of public information services suited to the needs of the programs or projects authorized under this Agreement. Emphasis is placed on creating effective information exchange within and between governments and also between government, non-governmental organizations and the public.

**33.** Programs or projects under this Part may pertain to any or all of the following:

- (1) the provision by British Columbia of public information personnel equivalent to one man-year working specifically on ARDA public information;
- (2) the publication of material prepared by personnel provided for in subsection (1);
- (3) the publication of material, prepared by other agencies or individuals, relevant to the programs or projects authorized under this Agreement and useful for public information purposes or for the purposes of carrying out a program or project under this Agreement;
- (4) the production or purchase of public information materials such as posters, signs, films, slide sets, and exhibi-

bits, relevant to the programs or projects authorized under this Agreement and necessary for public information purposes.

**34.** (1) For programs or projects under this Part, the shareable cost may be one hundred per cent (100%) of the total cost.

(2) All publicity in the Province concerning programs or projects shall utilize the phrase, "ARDA (CANADA-BRITISH COLUMBIA)" or such other appropriate terminology as indicates the joint nature of the relevant programs or projects.

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### SOIL AND WATER CONSERVATION

**35.** The objectives of this Part are to advance soil and water conservation primarily for agricultural purposes through joint projects for water management and development and soil improvement and conservation, and particularly through watershed conservation and development projects, provided a major part of each such project serves agricultural and rural development purposes and provided the project cannot be carried out under other federal or federal-provincial programs.

**36.** Programs or projects under this Part may pertain to any or all of the following:

(1) comprehensive watershed projects for the protection, management, development and improvement of the soil and water resources of a watershed through a multiple purpose undertaking carried out by British Columbia or a watershed conservation association or other similar public body recognized under the appropriate legislation of British Columbia. Projects shall include those for the purpose of water conservation, development and management projects, and land conservation and improvement as provided for in subsections (2) and (3) of this section, which are appropriate within the watershed. All comprehensive watershed projects shall be decided upon only if



found acceptable on the basis of a prior benefit-cost analysis;

(2) water conservation and development projects for farm and rural community water supply, renewals of existing irrigation works, supplemental irrigation and other similar purposes, and water management projects for flood protection and prevention, including dyking, erosion control and other measures to prevent or reduce flood and sediment damage. In the case of multi-purpose projects for the integrated development, management and conservation of the water resources of an area, new irrigation, pollution abatement, stream flow maintenance and recreation, wildlife and fish enhancement or development, may be included;

(3) land conservation and improvement projects for protection of land from soil deterioration, rehabilitation of eroded and depleted soils, improvement of water distribution and disposability by drainage, irrigation and land-forming, reduction of water and sediment damage, land improvement to increase efficiency of production, and other like measures.

**37.** Proposals for the development of new land are not allowable or acceptable within the intent of this Part unless they are necessary to the rehabilitation or maintenance of existing farms as economic units.

**38.** (1) For projects under section 36, subsection (1), the shareable cost may be one hundred per cent (100%) of the total cost.

(2) For projects under section 36, subsections (2) and (3), the shareable cost shall not exceed seventy-five per cent (75%) of the total cost.

## **SHAREABLE REVENUE**

**39.** Any shareable revenue from any program or project to which this Agreement relates shall be divided between Canada and British Columbia for a period of twenty years in the same

proportions as the respective shared costs of Canada and British Columbia in that particular program or project.

**40.** (1) When any lands acquired or works constructed by British Columbia for any purpose specified under this Agreement are sold within twenty years after such acquisition or construction, the proceeds from such sale shall be divided between Canada and British Columbia in the same proportions as the respective shared costs of Canada and British Columbia in that particular program or project.

(2) When any lands acquired or works constructed by British Columbia for any purpose specified under this Agreement, are changed within twenty years to a use incompatible with the intent of this Agreement, British Columbia shall pay Canada an amount equal to the original contribution by Canada to these lands or works.

## **GENERAL**

**41.** In the carrying out of a program or project other than a research project, only the gross salaries and wages and the employer's share of contributions for Canada Pension Plan and Unemployment Insurance and expenses of additional employees of Canada and British Columbia specifically engaged on the project or program for a continuing period of one month or more may be included in the project costs.

**42.** Other than for rural development field staff, costs to Canada and British Columbia for supervision, office space, telephones and other costs of a similar nature shall not be included in the project costs.

**43.** British Columbia shall be the authority responsible for the undertaking, operation and maintenance of any program or project to which this Agreement relates.

44. British Columbia shall indemnify and save Canada harmless from any and all claims, except those arising from acts of God, that may be made with respect to any projects undertaken under this Agreement.

45. The following conditions relevant to employment and the award of contracts shall apply in respect of all projects carried out under this Agreement:

- (a) recruiting of labour shall be conducted through the Canada Manpower Centres unless the Committee decides otherwise, in which case it shall give approval to the recruitment procedures employed;
- (b) in the employment of persons on a project, there shall be no discrimination by reason of race, sex, national origin, colour, religion or political affiliation, and
- (c) the provisions of the Labour Standards Arrangement proposed by the Federal Department of Labour in 1970 shall be applicable to this Agreement, it being understood and agreed that to the extent that there are higher provincial standards applicable to particular occupations or regions, these higher provincial standards shall apply. In the aforesaid Labour Standards Arrangement, the following provisions are regarded as minimum requirements:
  - (i) rates of pay shall be those prevailing in the area of employment for each classification of work, subject to the minimum wage specified in provincial legislation;
  - (ii) in building construction, the rates of pay for overtime shall be time and one-half the specified prevailing rate of pay after the hours stipulated for purposes of overtime payment in the relevant provincial standards which shall in no case be more than 48 per week;
  - (iii) in road and heavy construction, the rates of pay for overtime shall be time and one-half the speci-

fied prevailing rate of pay after the hours stipulated for purposes of overtime payment in the relevant provincial standards, which shall in no case be more than 50 per week; and

- (iv) labour conditions shall be specified in all tendering documents and shall be posted conspicuously in the work place.

**46.** No member of the Senate or House of Commons or of the Legislative Assembly of the Province of British Columbia shall be admitted to any share or part of any contract, agreement or commission, or to any benefit to arise therefrom, with respect to any program or project under this Agreement.

**47.** Any provincial expenditure incurred between April 1, 1975, and the date of the Federal Minister's decision upon a program or project that was carried on by British Columbia between April 1, 1975, and the date of the signing of this Agreement, may be considered part of the shareable cost of the program or project.

In the Presence of

**GOVERNMENT OF  
CANADA**

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Witness

\_\_\_\_\_  
Minister of  
Regional Economic Expansion

In the Presence of

**GOVERNMENT OF THE  
PROVINCE OF  
BRITISH COLUMBIA**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Minister of Agriculture

