

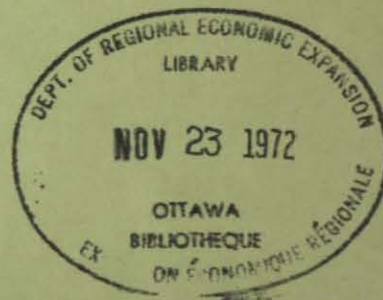
CANADA FEDERAL/PROVINCIAL AGREEMENT

MARITIME
RESOURCE
MANAGEMENT
SERVICES
1972



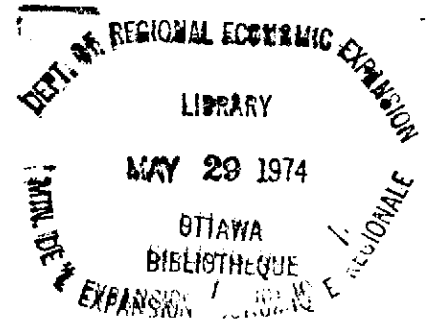
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CANADA
DEPARTMENT OF REGIONAL ECONOMIC EXPANSION



AGREEMENT

between

THE GOVERNMENT OF CANADA

and

THE GOVERNMENTS OF:

PRINCE EDWARD ISLAND
NOVA SCOTIA
NEW BRUNSWICK

June 8, 1972

Maritime Resource Management Service

THIS AGREEMENT made this 8th day of June, 1972

BETWEEN: THE GOVERNMENT OF CANADA, represented herein by the Minister of Regional Economic Expansion of Canada (hereinafter referred to as "Canada"),

OF THE FIRST PART,

AND: THE GOVERNMENT OF THE PROVINCE OF PRINCE EDWARD ISLAND, represented herein by the Premier (hereinafter referred to as "Prince Edward Island"),

OF THE SECOND PART,

AND: THE GOVERNMENT OF THE PROVINCE OF NOVA SCOTIA, represented herein by the Premier (hereinafter referred to as "Nova Scotia"),

OF THE THIRD PART,

AND: THE GOVERNMENT OF THE PROVINCE OF NEW BRUNSWICK, represented herein by the Premier (hereinafter referred to as "New Brunswick"),

OF THE FOURTH PART.

WHEREAS Canada entered into Special Agreements with Prince Edward Island on the 24th day of March, 1966, with Nova Scotia on the 7th day of April, 1966 and New Brunswick on the 7th day of April, 1966 (hereinafter referred to as the Special Agreements), for the provision of Engineering Services under the Agricultural and Rural Development Act;

WHEREAS the parties hereto recognize the need for transferring the operations of the Engineering Services Branch of Canada at Amherst, Nova Scotia to an agency of the provinces;

WHEREAS by Order in Council P.C. 1972-12/707 of the 12th day of April, 1972, the Governor in Council has authorized the Minister of Regional Economic Expansion to enter into this Agreement on behalf of Canada;

WHEREAS by Order in Council 98/72 of the 2nd day of February, 1972 the Lieutenant Governor in Council of Prince Edward Island has authorized the Premier to enter into this Agreement on behalf of Prince Edward Island;

WHEREAS by Order in Council 72-564 of the first day of June, 1972 the Lieutenant Governor in Council of Nova Scotia has authorized the Premier to enter into this Agreement on behalf of Nova Scotia;

AND WHEREAS by Order in Council 72-344 of the third day of May, 1972 the Lieutenant Governor in Council of New Brunswick has authorized the Premier to enter into this Agreement on behalf of New Brunswick;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the covenants hereinafter contained covenant and agree as follows:

DEFINITIONS

1. In this Agreement:
 - (a) "Agency" means the Agency established by Prince Edward Island, Nova Scotia and New Brunswick pursuant to section 3 of this Agreement;
 - (b) "Federal Minister" means the Minister of Regional Economic Expansion of Canada, and includes anyone authorized to act on his behalf;
 - (c) "Material" means all moveable public property excepting money and including manufactured equipment, supplies and raw materials.

SUBJECT MATTER

2. Canada agrees to continue the operation of its Engineering Services Branch at Amherst, Nova Scotia until September 30, 1972.

3. Prince Edward Island, Nova Scotia and New Brunswick agree to provide services similar to the services now performed by the Engineering Services Branch of Canada at Amherst on October 1, 1972, and to establish as soon as possible an Agency of the Provinces in order to provide those services in an efficient manner.

4. Canada agrees to transfer to the Agency, at no cost to the Agency all material on the inventory of the Engineering Services Branch at Amherst as of September 30, 1972 which is necessary to the continuing of the operation in an efficient manner.

5. (1) Subject to subsection (2) the parties hereto agree that the costs of the operations shall be shared for the period April 1, 1972 to April 1, 1977, 50% by Canada and 50% by Prince Edward Island, Nova Scotia and New Brunswick or the Agency established by Prince Edward Island, Nova Scotia and New Brunswick.

(2) Canada's share of the cost of operations shall not exceed \$450,000 in any one year nor \$2 million dollars for the period of sharing of costs.

(3) The costs to be shared pursuant to this Agreement are all operation and maintenance expenditures and related capital expenditures necessary for the provision of the services.

COMMITTEES

6. (1) Canada and Prince Edward Island, Nova Scotia and New Brunswick agree to establish a joint Federal-Provincial Management Committee consisting of one representative each of Prince Edward Island, Nova Scotia and New Brunswick and the Federal Minister.

(2) The function of the joint Federal-Provincial Management Committee is to advise the Federal Minister on the programme priorities during the period April 1, 1972 to September 30, 1972.

7. (1) Canada and Prince Edward Island, Nova Scotia and New Brunswick agree to establish a Policy Committee consisting of one representative from each of the Provinces and one representative of the Federal Minister and one representative of the Department of Environment of Canada.

(2) The function of the Policy Committee is to examine and make recommendations on the future long-term role, structure, organization and financing of the proposed Agency. The Policy Committee will make its report to the Federal Minister and the Council of Maritime Premiers prior to July 1, 1972.

PAYMENT PROCEDURES

8. (1) Canada will, on or before the 1st day of May, 1973 submit to each of the Provinces or to the Agency a statement certified by the Federal Minister exhibiting the amounts that have during the period April 1, 1972 to September 30, 1972 been paid or become payable by Canada in respect of any costs to be shared under this Agreement.

(2) Prince Edward Island, Nova Scotia and New Brunswick will, on or before the 1st day of May, 1973 submit and will cause the Agency to submit within that period a detailed statement verified in

a manner satisfactory to the Federal Minister, of any amounts that have during the period October 1, 1972 to March 31, 1973 been paid or become payable by each or any of them in respect of any costs to be shared under this Agreement.

(3) The amounts payable pursuant to subsections (1) and (2) may be offset against each other and the balance owing shall be promptly paid by the party owing the amount to the party to whom the amount is owed.

(4) For the period April 1, 1973 to March 31, 1977, the Provinces or the Agency or both may submit statements for each quarter commencing April 1, 1973 showing the costs actually incurred by the party submitting the statement, and paid for in that quarter. The statements and claims shall be submitted in a form and verified in a manner satisfactory to the Federal Minister. The Federal Minister shall pay the claims promptly upon verification of the claims.

RECORDS AND AUDIT

9. (1) Canada and Prince Edward Island, Nova Scotia and New Brunswick agree that each will maintain proper and accurate accounts and records relating to the costs of the operation and maintenance of the Engineering Services incurred by each party together with all proper documents and vouchers relating thereto and each will make all such accounts, records, documents and vouchers available to authorized representatives of the other for examination and audit and will afford to them all reasonable assistance and explanation in connection with such examination and audit.

(2) Prince Edward Island, Nova and New Brunswick agree to ensure that the Agency will maintain proper and accurate accounts and records relating to its cost of operating and maintaining the Agency, together with all proper documents and vouchers relating thereto and that the Agency will make all such accounts, records, documents and vouchers available to authorized representatives of Canada for examination and audit and will afford to these representatives all reasonable assistance and explanation in connection with such examination and audit.

(3) In the event that an audit indicates any discrepancy between the amounts paid by one party and the amounts actually payable, it shall be promptly adjusted between the parties.

OBLIGATIONS RESPECTING THE AGENCY

10. It is understood and agreed that if any payment is due by Canada to the Agency pursuant to sections 8 or 9 of this Agreement, Canada will make such payment to the Agency, and in the event that a payment is due by the Agency to Canada pursuant to sections 8 or 9 of this Agreement, Prince Edward Island, Nova Scotia and New Brunswick will ensure that the Agency will make such payment to Canada.

GENERAL

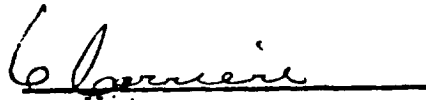
11. It is understood and agreed that Canada's obligation under sections 5 and 6 of the Special Agreements shall terminate on March 31, 1972.

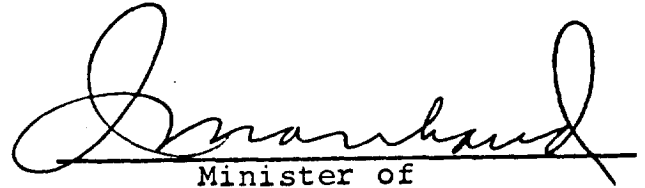
12. Notwithstanding any agreement either in existence or entered into after the date of this Agreement between Canada and any of the other Parties to this Agreement respecting the provision of surveying and mapping programmes, any costs for such programmes, incurred by the Agency, shall only be included in the costs to be shared under this Agreement, and shall not be included in the costs to be reimbursed by Canada under those Agreements.

IN WITNESS WHEREOF this Agreement has been executed on behalf of Canada by the Minister of Regional Economic Expansion, on behalf of the Province of Prince Edward Island by the Premier, on behalf of the Province of Nova Scotia by the Premier, on behalf of the Province of New Brunswick by the Premier.

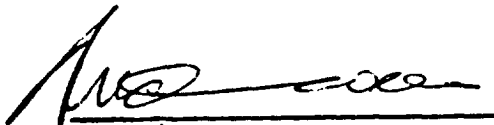
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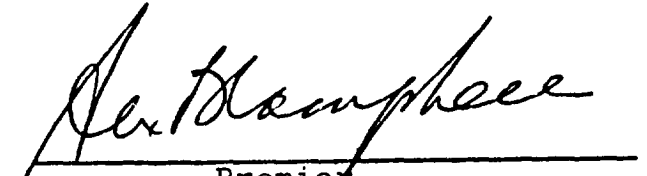
GOVERNMENT OF CANADA


Witness

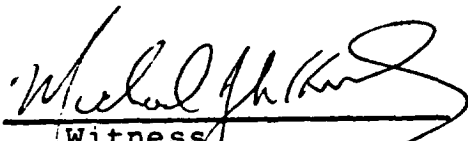

Minister of
Regional Economic Expansion

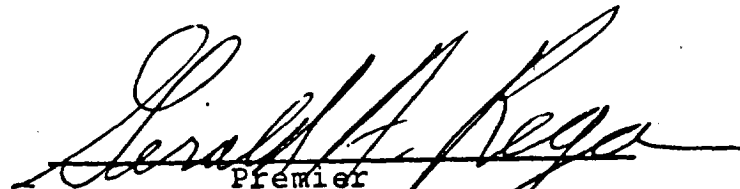
GOVERNMENT OF PRINCE EDWARD ISLAND


Witness

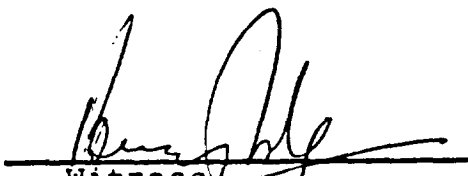

Premier

GOVERNMENT OF NOVA SCOTIA


Witness


Premier

GOVERNMENT OF NEW BRUNSWICK


Witness


Premier

