

CANADA-ONTARIO AGREEMENT ON THE AGRICULTURE COMPONENT OF THE GREEN PLAN

THIS AGREEMENT BETWEEN: Her Majesty THE QUEEN in right of Canada (hereinafter called "Her Majesty") herein represented by, and acting through, The Minister of Agriculture

(hereinafter called The Federal Minister")

OF THE FIRST PART

AND

Her Majesty THE QUEEN in right of Ontario (hereinafter called "Her Majesty") herein represent by, and acting through, The Minister of Agriculture and Food

(hereinafter called The Provincial Minister")

OF THE SECOND PART

WHEREAS CANADA and Ontario have signed an Accord to work together to achieve environmentally sustainable agri-food sector.

AND WHEREAS Canada and Ontario recognize:

- ! the need to maintain and enhance the natural resources that the agri-food sector uses or affects;
- ! the need to be proactive in protecting the agri-food sector from the environmental impacts caused by other sectors and factors external to agriculture; and
- ! that a viable agriculture sector is dependent on sustaining the natural resource base on which it is founded;

AND WHEREAS Canada and Ontario have agreed to contribute funds to, and cooperate in the implementation of the activities listed in Schedules "A-1" and "A-2" attached hereto on the basis set forth in this Agreement;

AND WHEREAS the Governor-in-Council by Order-in-Council PC No. 1991-2/2543 of the sixteenth day of December, 1991, has authorized the Minister of Agriculture to execute this Agreement on behalf of Canada;

AND WHEREAS the Lieutenant Governor-in-Council by Order-in-Council OC No.3032/91 of the thirty-first day of July, 1991 has authorized the Minister of Agriculture and Food to fund and implement the Land Stewardship II Program on behalf of the Province;

NOW THEREFORE, the parties hereto mutually agree as follows:

SECTION 1 - DEFINITIONS

1.1 In this Agreement:

- a) "Committee" means the Federal/Provincial Agreement Management Committee;
- b) "Federal Accord Co-Chair" means the federal officer appointed in each province by the Minister of Agriculture for Canada to co-manage the Canada-Ontario Accord on Environmental Sustainability signed on February 27, 1992;
- c) "Provincial Accord Co-Chair" means the provincial officer appointed in each province by the Minister of Agriculture and Food of Ontario to co-manage the Canada-Ontario Accord on Environmental Sustainability signed on January 30, 1992;
- d) "Ministers" means the Federal Minister and Provincial Minister;
- e) "Federal Minister" means the Minister of Agriculture of Canada and includes any person having authority to act on the Minister's behalf;
- f) Provincial Minister means the Minister of Agriculture and Food for Ontario and includes any person having authority to act on the Minister's behalf;
- g) "Federal Responsible Officer" means the federal officer designated by the Federal Accord Co-Chair;
- h) "Provincial Responsible Officer" means the provincial officer designated by the Provincial Accord Co-Chair;
- i) "Green Plan" refers to the national program, announced by the Government of Canada on December 11, 1990, for achieving sustainable development which is intended to maintain or enhance the natural resources that the agri-food sector uses or affects and protect the agri-food sector from environmental impacts caused by other sectors and factors external to agriculture;
- j) "Work Plan" means a plan that sets out the federal and provincial actions and resources for each activity under this Agreement;
- k) "Activity" means an undertaking pursuant to this Agreement as outlined in the Work Plan; and

- 1) "Fiscal Year" means a period of one year commencing on April 1 of one year and ending on March 31 of the next year.

SECTION 2 - PURPOSE

- 2.1 The overall purpose of this Agreement is to facilitate the implementation of a number of environmental sustainability activities aimed at: conserving and enhancing the natural resources that agriculture uses and shares; minimizing the impact of the agri-food sector on environmental resources required by non-agriculture sectors; and protecting agriculture from the environmental impacts caused by other sectors and factors external to agriculture.

SECTION 3 - ADMINISTRATION AND MANAGEMENT

- 3.1 This Agreement shall be managed by a Federal/Provincial Agreement Management Committee for Green Plan Implementation (hereafter referred to as the "Committee") under the direction of the Canada/Ontario Environmental Sustainability Accord Committee (hereafter referred to as the "Accord Committee").
- 3.2 The Committee will consist of representatives of the federal and provincial governments in equal representation.
 - (a) The federal representatives shall consist of the Federal Responsible Officer and other persons appointed by the Federal Accord Co-Chair. The provincial representatives shall consist of the Provincial Responsible Officer and other persons appointed by the Provincial Accord Co-Chair.
 - (b) The Committee shall be co-chaired by the Federal Responsible Officer and by the Provincial Responsible Officer.
- 3.3 The duties of the Committee shall be to:
 - (a) ensure that the intent and the terms and conditions of this Agreement are carried out;
 - (b) establish all procedures in respect of its own meetings, including rules for the conduct of meetings and the making of decisions where the members are not physically present in one place, and the appointment, if appropriate, of non-voting members;
 - (c) develop the work plans required to implement the intent of this Agreement;
 - (d) identify matching provincial funds in accordance with the guidelines outlined in section 5.5 of this agreement;
 - (e) review and authorize audit and evaluation plans;

- (f) periodically review the activities of both parties undertaken jointly and separately pursuant to this agreement to ensure consistency with the intent of this Agreement;
- (g) ensure the environmental soundness of all activities under this Agreement;
- (h) approve public information and promotional material released under this Agreement;
- (i) ensure that program visibility is consistent with the division of funding;
- (j) coordinate activities with other departments and agencies within their respective governments;
- (k) establish any advisory and/or technical committees as are deemed necessary to carry out the implementation of this Agreement;
- (l) approve all changes to any activity under this Agreement where it considers that the purpose of this Agreement would be furthered;
- (m) carry out any other powers or functions specified elsewhere in this Agreement;

3.4 Canada and Ontario shall provide the Committee with all data and information deemed necessary to carry out its responsibilities.

SECTION 4 - WORK PLAN

- 4.1 Canada and Ontario agree to undertake a "Work Plan process" for the implementation of this Agreement. The Work Plan shall be reviewed and updated as required by the Committee.
- 4.2 The Work Plan shall define the principles, financial and human resource commitments, activities and delivery arrangements for this Agreement, consistent with the types of Activities listed in Schedules "A-1" and "A-2" of this Agreement, including costs associated with the Stakeholders' Advisory Committee.
- 4.3 The Work Plan will be developed in consultation with both governments' stakeholders in the agri-food sector as appropriate.
- 4.4 The Accord Committee shall approve the Work Plan.

SECTION 5 - FINANCIAL PROVISIONS

- 5.1 Notwithstanding anything in this Agreement, the total contributions payable by Canada shall not exceed Thirty Two Million, One Hundred and Thirty Three Thousand Dollars (\$32,133,000).

- 5.2 Notwithstanding anything in this Agreement, the total contribution payable by Ontario shall not exceed Thirty Two Million, One Hundred and Thirty Three Thousand Dollars (\$32,133,000).
- 5.3 Each party shall be responsible for financing their respective activities and adjusting annual expenditures as defined in the work plan.
- 5.4 The financial provisions to be addressed in the work plan shall include:
- (a) the work implementation responsibilities of each party and the resources to be committed by each party; and
 - (b) clear identification of the costs which will be regarded as a contribution under this Agreement.
- 5.5 While not restricting the authority of the federal Minister to negotiate cost-sharing arrangements, the general guidelines for identifying costs which will be regarded as contributions include:
- (a) New provincial programs, incremental funding to existing programs and ongoing provincial expenditures deemed relevant during the period April 1, 1991 to March 31, 1997 regardless of the date of program commencement may be eligible to be counted as provincial contributions to cost sharing.
 - (b) Eligible provincial programs shall be directly related to the proposed actions outlined in the Report of the Federal-Provincial Agriculture Committee on Environmental Sustainability, and the approaches described in the Green Plan.
 - (c) To be eligible matching provincial programs shall be designed to have long-term structural impacts (i.e. not aimed at emergency drought relief or short-term income support) and funding must not already be matched directly or indirectly with other federal expenditures.
 - (d) Federal and provincial funding arrangements may vary from year to year to accommodate other federal and provincial activities.
- 5.6 The provision of financing by Canada and Ontario for the implementation of this Agreement is subject to the annual appropriations of the Parliament of Canada and the Legislative Assembly of Ontario.
- 5.7 Canada and Ontario agree to obligate recipients of funds pursuant to this Agreement to repay overpayments, unexpended balances and disallowed expenses and, to make a declaration that such amounts constitute debts due the Crown

SECTION 6 - PUBLIC INFORMATION

- 6.1 Parties to this Agreement shall cooperate in the planning, development and delivery of public information activities under this Agreement.
- 6.2 All public information activities undertaken in connection with this Agreement shall be in accordance with both governments' policies on use of official languages, shall clearly make reference to being delivered under this Agreement and shall fully and fairly reflect the contribution of both parties.
- 6.3 Each party shall keep the other fully informed of all public information activities planned or delivered under this Agreement.
- 6.4 Major announcements shall be approved by both the Federal and Provincial Ministers, give equal prominence to both parties and be issued simultaneously.
- 6.5 The funding of the planning, development and delivery of public information activities undertaken pursuant to sections 6. 1, 6.2, 6.3 and 6.4 shall be determined by the Committee

SECTION 7 - AUDIT AND EVALUATION

- 7.1 The Committee shall, within six (6) months of the commencement of this Agreement, develop an evaluation framework to document the objectives, activities and intended impacts/effects of this Agreement, to identify the likely evaluation issues and data collection requirements, to identify the need for periodic progress reporting and to develop an evaluation plan.
- 7.2 Canada and Ontario shall provide each other and the Committee with all relevant information and data as may reasonably be required for any evaluation that pertains to this Agreement.
- 7.3 Within twelve (12) months of the termination of this Agreement, a comprehensive evaluation of activities undertaken pursuant to this agreement shall be carried out by the party responsible for the activities.
- 7.4 Within six (6) months of the termination of this Agreement, a comprehensive audit of both parties' activities related to this agreement shall be performed by the party responsible for the activities
- 7.5 Nothing in sections 7.3 or 7.4 precludes the use of interim program evaluations or audits to provide information to the Agreement Management Committee or either party on the effectiveness and efficiency of activities undertaken pursuant to this agreement.
- 7.6 The funding of the evaluation and audit activity undertaken pursuant to sections 7.1, 7.3, 7.4 and 7.5 shall be provided by the party responsible for the activities

- 7.7 Canada and Ontario shall ensure that proper accounts and records are maintained for three years following the completion date of this Agreement, with respect to each activity they are delivering under the terms of this Agreement. Canada and Ontario shall make all such accounts and records available at all reasonable times to authorized representatives of the federal government for inspection and audit and will afford all reasonable assistance and explanation in connection with such an inspection and audit. Any discrepancies as disclosed by audit shall be promptly adjusted between the parties.
- 7.8 Any provincial contribution agreements or contracts with recipients shall specify that payments under the Agreement or contract may be subject to audit and that all related documents shall be maintained for three years, retained and made available for inspection by provincially appointed auditors

SECTION 8 - GENERAL PROVISIONS

- 8.1 No member of the House of Commons of Canada, the Senate of Canada or Ontario's Legislative Assembly shall be admitted to any share of this Agreement or any benefit arising therefrom.
- 8.2 Nothing in this Agreement is to be construed as authorizing one party to contract or incur any obligation on behalf of the other party.
- 8.3 Canada and Ontario shall ensure that the intent of the federal and provincial environmental assessment and review procedures are followed for all projects under this Agreement. Where applicable, the intent of the federal government's Science and Technology guidelines should be taken into consideration.
- 8.4 Nothing in this Agreement shall prevent a party implementing activities from arranging with the other party or any third party for delivery of all or part of a program or project.
- 8.5 This Agreement and Schedules "A-1" and "A-2" constitute the entire Agreement between the parties hereto with respect to the subject matter hereof.
- 8.6 This Agreement is subject to the laws in force in the Province of Ontario.

SECTION 9 - DURATION AND AMENDMENT

- 9.1 This Agreement shall commence on the date of last signature and terminate on March 31, 1997. No project completion date shall extend beyond December 31, 1997 and no claim shall be paid after the close of the 1997/98 fiscal year, including the normal period of recording and discharging Payables at Year-End (P.A.Y.E.).

9.2 This Agreement may be amended from time to time with the written agreement both Ministers with the exception of Section 2 which will require the prior approval of the Governor-in-Council, for Canada, and the Lieutenant Governor-in-Council for Ontario.

9.3 Either party may terminate this Agreement at the end of any fiscal year, by giving the other party a full fiscal year's notice, in writing, of such termination.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Canada by Minister of Agriculture.

ON THIS 21st DAY OF September, 1992

IN THE PRESENCE OF:

(HER MAJESTY THE QUEEN RIGHT OF CANADA

(
(
(
(

Witness

Minister of Agriculture

AND on behalf of Ontario by the Minister of Agriculture and Food.

ON THIS 21st DAY OF September, 1992

IN THE PRESENCE OF:

(HER MAJESTY THE QUEEN RIGHT OF ONTARIO

(
(
(
(
(
(

Witness

Minister of Agriculture and Food

SCHEDULE "A-1"

CANADA-ONTARIO AGREEMENT ON THE AGRICULTURAL COMPONENT OF THE GREEN PLAN

\$32,133,000 In Federal Activities (1992-1998)

Approximate Funding

Project Description

1) \$ 6,000,000

Nutrient Management

- ! Improve manure and nutrient utilizations and reduce the impact on water quality by investigating on-farm alternative manure management systems. Carry out research on standardized application rates.
- ! Assess the impact of urban organic waste products on the soil, water, food chain and farm environment by carrying out a pilot project.

2) \$ 5,000,000

Farm Plans

- ! Promote farm planning as the key to address environmental sustainability by support the development and delivery of a plan and a delivery system so that a large percentage of Ontario farmers will have a "Farm Plan". Cooperation between Agriculture Canada, OMAF, other government agencies, farm organizations and environmental groups will be required.

3) \$ 7,000,000

Agricultural Practices

- ! Provide financial incentive payments to farmers to encourage practices, identified in "Farm Plans" or otherwise are consistent with established Green Plan priorities, to enhance the environmental sustainability of individual farms. This project can be delivered to farmers by a government agency or contracted to a third party, eg. farm organization.

4) \$ 3,000,000

Technology Transfer

- ! Support farmer to farmer technology transfer by funding Farm Clubs, preparing additional Best Management publications and supporting technology transfer initiatives.

5) \$ 2,000,000

Wetland/Wildlife

- ! Provide financial and other incentives for wetland stewardship, encourage demonstrations and the dissemination of information.

- 6) \$ 1,000,000 Woodlands/Wildlife
! Foster protection and enhancement of farm woodlands, encourage environmentally responsible management of woodlots by supporting demonstrations and the transfer of recent technology to owners.
- 7) \$ 3,500,000 On-Farm Research
! Support cooperative on-farm research projects to compare water infiltration rates, tillage practices and impacts on nutrient, pesticide and bacteria on ground and surface water.
- 8) \$ 2,500,000 Monitor/Evaluate
! Monitor specific natural resources to assess the current state and also the level of resource degradation.
! Evaluate the five year program to measure the impact of the program and value from government expenditures.
- 9) \$ 1,000,000 Information Centre
! Support for a central agency to provide timely, accurate information for responsible decision making.
- 10) \$ 1,133,000 Administration, Agri-Food Development Branch
! Manage Green Plan resources and activities, consistent with federal administration and accountability rules.
- TOTAL \$ 32,133,000**

SCHEDULE "A-2"

CANADA-ONTARIO AGREEMENT ON THE AGRICULTURAL COMPONENT OF THE GREEN PLAN

\$32,133,000 In Provincial Activities (1991-1994)

Approximate Funding	Project Description
1) \$ 6,600,000	Residue Management ! Grants of up to \$20 are available for each acre with at least 20% of the soil surface covered by the residue of the previous crop from immediately after harvest to immediately after planting.
2) \$ 4,500,000	Cover Crops ! Grants of up to \$30 per acre are available for the spring, summer or fall establishment and over-wintering of cover crops. Only cover Cops used for cover exclusively are eligible for grants.
3) \$ 5,000,000	Conservation Equipment- Purchase, Modification and Rental ! Grants, to a maximum of \$3,000, are available for 50% of the costs of conservation equipment purchase, modification and rental. Local Land Stewardship II committees may limit grants to cover only the cost of the residue management component of the equipment.
4) \$ 1,500,000	Soil Conservation Structures ! Grants are provided, to the maximum amount for which the applicant is eligible, for 50% of the costs of soil conservation structures required to correct existing erosion problems on farm fields, ditch banks and in open water courses.
5) \$ 4,300,000	Manure Storage and Handling Systems ! Encourage environmentally responsible manure storage, handling and incorporation practices; grants are provided for the construction of manure storage and handling facilities.
6) \$1,200,000	Milkhouse/Milking Parlour Washwater Disposal Systems ! Encourage environmentally responsible management of wastewater, grants are provided for construction of adequate systems for storing or handling of milkhouse/milking parlour wastes.

- 7) \$ 503,000 Pesticide-Handling Facilities
! To increase the efficiency of pesticide use and to protect the environment, grants are provided for construction of proper pesticide-handling facilities.
- 8) \$ 3,330,000 Program Promotion and Delivery
! A grant to the Ontario Soil and Crop Improvement Association (OSCIA) to establish local Land Stewardship committees. These farmer committees will review and accept conservation farm plans and projects for funding and hire part-time staff to assist in the program administration, this includes inspection of projects and advising OMAF when an applicant is eligible for financial assistance.
- 9) \$ 5,200,000 Advisory and Administrative Staff
! Provide additional Ministry staff to assist in the technology transfer to train OSCIA staff to inform applicants on Farm Planning and develop new Stewardship Initiatives.
- TOTAL \$32,133,000**