

**CANADA-ONTARIO ACCORD
ON SOIL AND WATER CONSERVATION AND DEVELOPMENT**

This ACCORD made this 12th day of October, 1989

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

OF THE FIRST PART

AND: THE GOVERNMENT OF THE PROVINCE OF ONTARIO (hereinafter referred to as "Ontario") represented by the Minister of Agriculture and Food,

OF THE SECOND PART

WHEREAS the First Ministers agreed through the National Agriculture Strategy on November 20-21, 1986 that soil and water resources must be protected and improved through conservation and development programs, thereby guaranteeing agricultural productivity for future generations; and

WHEREAS the National Agriculture Strategy states that overcoming soil deterioration is one of the greatest challenges that must be met if the future of the Canadian agriculture and food sector is to be assured. The need to succeed in this area is even more important at a time when financial problems cause many farmers to pay less attention to long-range planning. Coordinated action by farmers, public authorities and non-government agencies is therefore required:

- To establish a coordinated soil and water conservation program;
- To improve federal and provincial coordination mechanisms to deal with the increasing priority placed on soil and water conservation;
- To develop federal-provincial agreements for the financing and coordination of agriculture soil and water conservation and development programs and
- To establish local water and soil conservation and development organizations that would ensure farmers' participation.

NOW THEREFORE, the parties hereto agree to the following:

SECTION 1 - DEFINITIONS

- 1.1 "Ministers" refers to the Federal and Provincial Ministers who are signatory to this accord.
- 1.2 "Federal Minister" means the Minister of Agriculture and includes any person authorized to act on the Minister's behalf.
- 1.3 "Provincial Minister" means the Minister of Agriculture and Food and includes any person authorized to act on the Ministers behalf.
- 1.4 "Federal Responsible Officers" means the federal officer designated by the Federal Minister to manage the soil and water conservation and development program.
- 1.5 "Provincial Responsible Officer" means the provincial officer designated by the Provincial Minister to manage the soil and water conservation and development program.
- 1.6 "Cost-Sharing Agreement" means any cost-shared funding agreement pursuant to this Accord and made under the authority of the Ministers.
- 1.7 "Soil", "water" and "land" refer to these resources as they are used or modified by agricultural activities, or managed for the purpose of agriculture.

SECTION 2 - OBJECTIVES

The objectives of this Accord in the arm of soil and water conservation and development are:

- 2.1 To enhance the coordination of federal and provincial activities; and
- 2.2 To serve as an umbrella (framework) for federal/ provincial agreements.

SECTION 3 - PRINCIPLES

- 3.1 Canada and the Province shall cooperate with each other and coordinate their activities so as to avoid duplication and conflict of initiatives.
- 3.2 The Province shall Manage and regulate the use of agricultural land and water resources within its constitutional powers.
- 3.3 Canada shall coordinate the implementation of its agricultural regulatory responsibilities with the Province.
- 3.4 The management of soil, water, and land resources is integral to agricultural growth and development. All three resources Should have equal consideration under the Accord.
- 3.5 The primary decision Maker for soil conservation is the producer.
- 3.6 Canada and the Province recognize that the management of water and land resources in Ontario is multi jurisdictional. Management decisions shall be made at the lowest possible level but remain within the context of regional, provincial, and national policies.
- 3.7 Land use should be consistent with the capabilities of the resource, and should include Management practices to maximize societal benefits and Sustain long-term productivity.
- 3.8 Awareness and extension programs Shall be the primary vehicle used to implement provincial and national policies.
- 3.9 Programs must be sensitive to off-farm effects and multiple use principles, and integrate conservation, development and diversification philosophies.
- 3.10 Commitments under this Accord should be consistent with the long-term nature of the problems, opportunities, and expected benefits.
- 3.11 Linkages between the public sector and industries, particularly those involved in agricultural inputs, need to be further developed to enhance the promotion of soil conservation technologies and so speed their adoption by producers.

SECTION 4 - DIVISION OF RESPONSIBILITIES

- 4.1 The provincial government shall focus on soil and water conservation issues at the provincial, regional (eq. Southwestern Ontario), and local levels with the objective of conserving, developing and managing the resource base. Ontario will have responsibility for providing a framework for program development, interdepartmental coordination, and program delivery within the established provincial extension system. Provincial activities shall concentrate primarily on regulation, extension, education, demonstrations, monitoring, applied research, and financial incentives to the producers.
- 4.2 The federal government will focus on soil and water conservation and development activities of most importance to the Government of Canada's Agriculture Policy, particularly as it relates to conserving the resource base. This may include a national awareness program, creation of a focal point for coordinating existing and new soil and water activities at a national level, and providing financial incentives for program adoption by producers. Federal activities will be sensitive to, and support provincially funded programs on a cooperative basis with the province.
- 4.3 Both parties will cooperate on the planning of programs developed under the Accord, and either party may contribute to the support functions of research, soil survey, awareness and monitoring.
- 4.4 This accord does not restrict the prerogative of Canada or Ontario to independently develop and implement programs to address soil and water conservation and development issues.

SECTION 5 - LOCAL ORGANIZATIONS

- 5.1 Local organizations provide grassroot representation for local producers therefore they are needed in the advocacy, planning, and implementation of effective soil and water conservation and development practices.
- 5.2 Local organizations will be designated by the Province to receive and administer funds provided by the Province, or the Province in partnership with Canada as appropriate for the purposes of Section 5.1.
- 5.3 It is recognized that with appropriate support, existing soil and water conservation and development organizations in Ontario can adequately provide conservation management services at the farm level.

SECTION 6 - MANAGEMENT

- 6.1 Canada and Ontario shall cooperate with each other, and where practical shall establish joint

working relationships. This may include coordinating committees, joint study teams, coupon program delivery, and sharing of facilities and services.

6.2 The Federal Minister shall designate the Federal Responsible Officer and the Provincial Minister shall designate the Provincial Responsible Officer with duties as follows:

To ensure that the intent, the terms and the conditions of this Accord are carried out;

- To develop long term strategies and identify conflicts;
- To develop subsidiary cost-sharing agreements that may be signed pursuant to the Accord;
- To ensure the delivery of activities and services within the soil and water conservation and development Accord agreed to under cost-sharing agreements;
- To review the activities of the parties on a periodic basis;
- To ensure that program visibility is consistent with the division of funding;
- To report to the Ministers on activities under the Accord and the progress in implementing agreements under the Accord; and

To coordinate activities with other departments and agencies within their respective governments.

6.2.1 Recognizing that activities covered under this accord are a component of broader conservation efforts, the Responsible Officers will coordinate activities with other departments and agencies within their respective governments on:

- matters related to other aspects of broader soil and water conservation;
- areas of interest to their respective mandates related to soil and water management on agricultural land such as (but not restricted to) the management of wetlands and floodplains.

6.3 Independent Review

6.3.1 An independent body with federal and provincial government representation, appointed by the Ministers, shall report to the Ministers on the progress towards the achievement of the objectives of the Accord.

6.3.2 The approved and administrative processes shall be reviewed to ensure that they do not unnecessarily hinder the Implementation of the Accord.

6.3.3 Mechanisms to ensure appropriate visibility of the parties shall be reviewed as determined in agreements reached under the Accord.

6.3.4 Soil and water conservation and development needs shall be determined. For this purpose, programs and activities which further the objectives of the Accord but are not implemented under the Accord will also be taken under consideration.

6.3.5 The review shall take place periodically (biennially).

6.4 Funding

6.4.1 It is the intention that funding of programs will be sufficient to adequately address the issues and meet the need for long-term commitment by both governments.

6.4.2 The approval and administrative processes shall appropriately reflect the size and complexity of the projects.

6.4.3 The visibility of each party should be appropriate to the level of funding.

6.4.4 Where federal funds are made available, they shall be apportioned to the provinces with consideration for:

*** value of productive capacity affected;

*** the severity of the problem; and

*** the cost of research, development, and implementation of remedial measures.

6.4.5 Direct flow of money may occur from the federal government to farmers, to local committees or organizations for implementation of programs at the local level in close cooperation with the provincial delivery system and provincial initiatives.

6.4.6 Federal and provincial agencies may handle the administration of their funds independently or where appropriate through cost shared agreements.

6.5 Joint Agreements

6.5.1 Joint agreements will be negotiated and ratified under the intent of the Accord.

6.5.2 Joint agreement must be flexible, workable and serve the goals of each jurisdiction

6.5.3 All parties must be included at the early stages of developing joint agreements to ensure that the rules are well understood and to minimize conflicts.

6.5.4 Program criteria and administrative practices which are restrictive and cumbersome shall be avoided.

6.5.5 Commitments under this Accord shall be consistent with other relevant federal-provincial agreements, such as (but not restricted to), the Canada Ontario Agreement on Great Lakes Water Quality, and the Canada-Ontario Fisheries Agreement.

SECTION 7 - DURATION

- 7.1 This Accord shall remain in effect until terminated. Either party may terminate this Accord at the end of any fiscal year, by giving to the other party a full fiscal year's notice in writing of such termination, it being agreed that such notice shall not be given sooner than three years from the date hereof. Cost-sharing agreement, that cannot be completed by the date of termination of this Accord shall continue in force until their expiration.
- 7.2 This Accord may be amended from time to time by the written agreement of the Ministers.

Last Page includes signatures of ministers and witnesses