

APPENDIX A
THE CANADA-
BRITISH COLUMBIA
OKANAGAN BASIN
AGREEMENT

CANADA-BRITISH COLUMBIA OKANAGAN

BASIN AGREEMENT

THIS AGREEMENT made as of the 29th day of October, 1969

BETWEEN: THE GOVERNMENT OF CANADA

represented herein by the Minister
of Energy, Mines and Resources
(hereinafter called "Canada")

OF THE FIRST PART

AND THE GOVERNMENT OF THE PROVINCE OF
BRITISH COLUMBIA

represented herein by the Minister of Lands,
Forests and Water Resources (hereinafter
called "British Columbia")

OF THE SECOND PART

WHEREAS the Governments of Canada and British Columbia recognize the growing need to plan water resources development on a comprehensive basis; and

WHEREAS the economy of the Okanagan Basin is heavily dependent on the quantity and quality of its limited water resource for agricultural production, recreation and tourism, as well as for domestic, municipal and industrial water supply and for the assimilation of wastes; and

WHEREAS the water supply problems in the Basin may involve the re-use of municipal waste water in irrigation systems, increased efficiencies in the use of water for irrigation, and the augmentation of water supply from groundwater and from diversion; and

WHEREAS the Shuswap-Thompson Rivers and the Okanagan River are important habitats for valuable stocks of Pacific Salmon; and

WHEREAS the Shuswap-Thompson system is a potential diversion source for the Okanagan Basin; and

WHEREAS these problems and possible solutions may have not only municipal, regional, provincial, and national significance, but potential implications outside Canada; and

WHEREAS His Excellency, the Governor-in-Council by Order-in-Council, P.C. 1969-7/2051 has authorized the Minister of Energy, Mines and Resources to execute this Agreement on behalf of Canada; and

WHEREAS His Honour, the Lieutenant Governor-in-Council by Order-in-Council No. 2423/1969 has authorized the Minister of Lands, Forests and Water Resources to execute this Agreement on behalf of British Columbia.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, covenants and agreements herein contained the parties covenant and agree with each other as follows:

1. OBJECTIVE

The purpose of this Agreement is to develop a comprehensive framework plan for the development and management of water resources for the social betterment and economic growth in the Okanagan Basin.

2. SCOPE

The Okanagan Basin is of major significance to the Province of British Columbia. Due to increasing demands likely to be placed on the water resources of this Basin for municipal, industrial, agricultural and recreational uses and for fish and wildlife management and in view of the deterioration of water quality, disturbance of ecological balances, and diminution of water quantity in the Basin, the study will focus on identification and analysis of these problems and the evaluation of economic, engineering, ecological, financial and organizational alternatives for water resource utilization in the solutions to these problems. The planning horizon of the study will be to the year 2020 A.D.

The study will also embrace any areas likely to be affected by the adoption of various alternative solutions including, but not limited to, the possibility of diverting water from the Shuswap-Thompson Basin.

The study may also include the expansion of the present hydrologic and water quality data collection systems and an implementation phase in the form of pilot advance treatment plants and an experimental program of effluent disposal including spray irrigation and other techniques.

3. TERMS OF REFERENCE

The studies leading to the formulation of a comprehensive framework plan for the Okanagan Basin are to be sufficiently broad in scope as to examine possible alternatives for the efficient utilization and provision of an adequate quantity and quality of water in the Basin and in those areas likely to be affected by a diversion. Consequently, the program will include:

(a) ECONOMIC GROWTH STUDIES - as required, to provide a regional, national and international market perspective in which to view the emerging patterns of water demand for the Basin. The studies will focus on the regional resource base and on the economic viability of new and existing kinds of industry and agriculture, including tourism and water-based recreations, upon which water demand predictions can be based.

(b) WATER DEMAND STUDIES - as required, to provide an estimate of current demands and a forecast of future water demands by sector - municipal, industrial, agricultural, transportation, fisheries, recreational - to the year 2020 A.D.

(c) WATER SUPPLY STUDIES

(i) Water Quality Studies - as required, to determine present sources and levels of pollution, the relationships between inputs and outputs of nutrients and other chemical parameters in the waters of the Basin; to devise mathematical models to express the nutrient balances and pollution effects; and to determine the extent and range of possible future sources and levels of pollution.

(ii) Water Quantity Studies - As required, to evaluate the existing hydrologic regime of the Basin, including studies of runoff, lake levels, flows, groundwater and geological structure; climatology and meteorology; to evaluate means of regulating flows through storage and diversion; and to evaluate means of augmenting water supplies within the Okanagan Basin.

(d) ECOLOGICAL AND AESTHETIC STUDIES - as required, to determine the effects of water resources development and utilization on the fish and wildlife, and on the aesthetic values of the Basin.

(e) WATER RE-USE AND PILOT PROJECTS FOR ADVANCED TREATMENT OF WASTE WATER - as part of the water quality studies to determine practicability of augmenting water required for irrigation with the waste waters and to develop pilot plants for the control of nutrient discharges through the treatment of municipal and industrial wastes.

(f) STUDIES OF FINANCIAL AND ORGANIZATIONAL STRUCTURES - as required, to broaden the scope of the planning process to include all practical alternatives for the subsequent efficient utilization of the water resources of the Okanagan Basin.

(g) PUBLIC INVOLVEMENT - as required, to enable a comprehensive plan to be truly responsive to the wishes of the people for which it is designed while reflecting the characteristics of the people in the Okanagan Valley and surrounding regions.

4. FINANCING

(a) Canada and British Columbia shall equally share the entire cost of the study, including, but not limited to, the cost of collection of data, field surveys and the cost of consultants engaged as part of the program as well as an equitable share of the items described in (d) hereunder. Salaries of federal and provincial civil servants engaged in the program shall not be paid from funds approved under this Agreement excepting staff specifically assigned to and engaged in studies under this Agreement.

(b) Subject to the terms and conditions of this Agreement and subject to the funds being voted by Parliament, the aggregate sum to which Canada shall be liable in respect of the Agreement is not to exceed \$1,000,000 of which not more than \$250,000 will be available for financial assistance provided by Canada for the items described under (d) below.

(c) Subject to the terms and conditions of this Agreement and subject to the funds being voted by the Legislative Assembly, the aggregate sum to which British Columbia shall be liable in respect of the Agreement is not to exceed \$1,000,000 of which not more than \$250,000 will be available for the items described under (d) below.

(d) From time to time during the life of this Agreement, and as part of the Program, Canada and British Columbia may approve and provide financial assistance to local communities and organizations for:

(i) an experimental program of waste water reclamation by irrigation; and

(ii) a pilot advanced treatment installation. Any project thus approved and constructed shall be operated and maintained by the municipality or local authority. Access shall be provided at all times for personnel authorized to work on the Program.

(e) This Agreement shall take effect on the date that the parties have executed this Agreement. No costs incurred prior to March 25, 1969 shall

be eligible or considered for payment under this Agreement. This Agreement shall terminate four years from the date of signing.

(f) Canada and British Columbia shall keep complete records of all expenditures made severally pursuant to the Agreement and shall support such expenditures with proper documentation. Canada and British Columbia upon request shall make these records and documents available to auditors appointed by the other.

(g) British Columbia shall keep complete financial records of all costs incurred under this Agreement. Upon request, British Columbia will make these records available to auditors appointed by Canada.

(h) Subject to the cost-sharing provisions of this Agreement, Canada shall pay to British Columbia, Canada's share of expenditures made by British Columbia pursuant to this Agreement upon the submission of a claim in a mutually agreed manner and form by British Columbia, certified by a senior official of British Columbia, and bearing a British Columbia audit certification

(i) Subject to the cost-sharing provisions of this Agreement, British Columbia shall credit Canada for expenditures made directly by Canada pursuant to this Agreement, upon the submission by Canada of a claim in a mutually agreed manner and form.

(j) Each party shall provide the staff including any field staff and administrative facilities necessary to implement any portion of the program assigned to the respective parties.

5. LEGAL IMPLICATIONS

Any studies undertaken under the provisions of this Agreement shall take into account in an appropriate fashion any legal implications necessarily incidental thereto.

6. ADMINISTRATIVE FRAMEWORK OF THE STUDY

Canada and British Columbia shall participate in a process of joint planning. To facilitate this, the following shall be established:

(a) A CANADA-BRITISH COLUMBIA CONSULTATIVE BOARD consisting of six members at a senior level in the public service, three of whom will be appointed by Canada and three by British Columbia. This Board shall be responsible for undertaking the program described herein; shall supervise the Okanagan Study Committee; shall meet at least once each year; and shall report to the Minister of Energy, Mines and Resources of Canada and to the Minister of Lands, Forests and Water Resources of British Columbia on progress of the Program and on the results of the investigation.

(b) AN OKANAGAN STUDY COMMITTEE, reporting to the Canada-British Columbia Consultative Board, will consist of three members appointed by Canada and three members appointed by British Columbia. With the approval of the Board, the Committee may appoint a study director, various sub-committees and other staff to carry out specific portions of the Program. All staff appointments shall be through the Provincial Civil Service Commission on the advice and consent of the Consultative Board. A party hereto may, upon the recommendation of the Board, employ the services of private-consulting individuals and firms as required for data collection, planning and implementation.

(c) The Okanagan Study Committee under the supervision of the Board, shall carry out the joint planning studies and pilot projects in accordance with the terms of reference. In addition, the Committee shall involve the public in the planning process.

7. FINAL REPORT

The comprehensive plan resulting from this Agreement shall be accompanied by a final report including a full benefit-cost analysis of the alternative solutions and recommendations for further courses of actions.

8. GENERAL

(a) British Columbia and Canada shall exchange copies of all reports and related available information from prior and current studies for use in the Program.

(b) This Agreement shall not be construed as to vest in Canada any proprietary interest in projects constructed hereunder.

(c) The Agreement may from time to time be reviewed by the parties hereto and with the approval of the Governor-in-Council and the Lieutenant Governor-in-Council, may be revised.

(d) No Member of the Parliament of Canada or Member of the Legislative Assembly of British Columbia shall hold, enjoy or be admitted to any share or part of any contract, agreement, commission or benefit arising out of this agreement.

(e) The Okanagan Study Committee will submit annual reports to the Consultative Board on its findings as well as a final report on or before the expiration date of this Agreement, and other reports as required by the Board.

(f) The Board may make recommendations to both parties regarding further participation in detailed studies beyond the terms of this Agreement and regarding the implementation of the comprehensive plan.

IN WITNESS WHEREOF the Honourable J.J. Greene, Minister of Energy, Mines and Resources, has hereunto set his hand on behalf of Canada and the Honourable Ray Williston, Minister of Lands, Forests and Mater Resources, for the Province of British Columbia.

In the Presence of

"A.T. Davidson"

In the Presence of

"V. Raudsepp"

Signed on behalf of the
Government of Canada

"J.J. GREENE" Oct. 29, 1969

Signed on behalf of the
Province of British Columbia

"Ray Williston" Oct. 29, 1969