

## DELEGATION AGREEMENT

This agreement is made the 28<sup>th</sup> day of November, 2002 and terminates and replaces the Delegation Agreement between the parties of January 18, 2001 effective December 1, 2002.

BETWEEN:

**PROVINCIAL AGRICULTURAL LAND COMMISSION**  
133 – 4940 Canada Way  
Burnaby, BC, V5G 4K6  
(the "Commission")

OF THE FIRST PART

AND:

**REGIONAL DISTRICT OF FRASER-FORT GEORGE**  
155 George Street  
Prince George, BC, V2L 1P8  
(the "Regional District")

OF THE SECOND PART

WHEREAS:

- A. It is the mandate of the Commission as an independent agency to preserve and protect agricultural land to meet the current and future needs of British Columbians;
- B. It is also the stated mandate of the Commission to promote local government bylaws, plans and policies which support agriculture;
- C. With the co-operation of the Regional Board of the Regional District and staff, the Commission has been successful in meeting its mandate within the Regional District;
- D. The Regional District has worked closely with the Commission in the development and review of its official community plans, both currently and in the past;
- E. Official community plans are not adoptable by the Regional District unless approved by the Minister of Community, Aboriginal Affairs and Women's Services, approval which is dependent upon the prior endorsement by the Commission;
- F. The Regional District is bound by legislation to prevent land use decisions that are not consistent with its official community plan;

- G. The Regional District recognizes the importance of protecting valuable farmland through the official community planning process as being successful in assisting the Commission in meeting its objects;
- H. The Commission has done a consistent job of protecting agricultural land through its review and approval process of official community plans within the Regional District such that the need to review individual Agricultural Land Reserve ("ALR") applications that comply with official community plans should no longer be necessary;
- I. The Regional District has a strong desire to streamline and improve the development review and approval process and is striving to increase local autonomy and responsibility for community development by utilizing local knowledge to better meet the provincial object of preserving valuable agricultural lands within the context of local priorities;
- J. The Regional District is, and has been, investing significant time and energy in the research, review and processing of ALR applications on behalf of the Regional Board and to better enable an informed decision making basis for the Commission; and
- K. The Commission has agreed to delegate, pursuant to section 26 of the *Agricultural Land Commission Act* (the "Act"), to the Regional Board certain of its powers under sections 19, 20, 21, 25 and 56 of the Act.

NOW THEREFORE in consideration of the premises and the mutual conditions, covenants and agreements and other good and valuable considerations, the parties hereto agree as follows:

The Commission hereby delegates to the Regional Board the Commission's powers to issue orders under section 19 of the Act and to exercise the powers of the Commission to decide applications made under section 25 of the Act with respect to those portions of the geographic area of the Regional District not within the geographic boundaries of a municipality, subject to and on the following terms and conditions:

**1. Principles**

- 1.1 The Regional District acknowledges that pursuant to section 26 of the Act, a decision of the Regional Board is a decision of the Commission for purposes of the Act and agrees that decisions it makes under this agreement must be in keeping with the objectives of the Act (and regulations thereunder), which, in part, are to:
  - (a) preserve agricultural land, and
  - (b) encourage farming and the use of the land in the ALR compatible with agricultural purposes.

- 1.2 The Regional Board will only make decisions under this agreement that are consistent with;
- (a) the objectives of the Act and the regulations thereunder,
  - (b) the provisions of every Regional District official community plan adopted after June 1, 2000 that have been deemed by the Commission to be consistent with the Act (an "Approved OCP), and
  - (c) the Regional District's rural land use bylaws.
- 1.3 Where there is an inconsistency between the objects of the Act and the objects of an approved OCP or a rural land use bylaw, the object of the Act must take precedence.

**2. Areas of Application**

- 2.1 This agreement applies to those areas of land in the ALR that are within the plan areas described in an Approved OCP (the "Application Area").
- 2.2 The Regional District will forward to the Commission a copy of an Approved OCP or rural land use bylaw and amendments thereto following adoption by the Regional Board.

**3. Regional Board Exercise of Powers**

- 3.1 The Regional Board will exercise its delegated powers under this agreement as follows:
- (a) only with respect to lands within the Application Area,
  - (b) consistent and in compliance with the Commission's general orders and policies attached as Schedule "A" (which is deemed to form an integral part of this agreement) and any new or amended general orders or policies adopted by the Commission which have been forwarded to the Regional District for comment prior to adoption by the Commission,
  - (c) if the Regional District is of the opinion during the term of this agreement that other orders or policies would be reasonable for the Application Area, the Regional District may suggest such orders or proposals to the Commission for adoption and inclusion in Schedule "A",
  - (d) if an application is inconsistent with an Approved OCP and the Regional Board supports an official community plan amendment, the proposed amendment to the Approved OCP must be approved by the Commission prior to the Regional Board approval of the application,
  - (e) the Regional Board in making orders or rendering decisions will consider requiring buffers with building setbacks and fencing for developing areas next to agricultural areas and along the ALR boundary to effect a decrease of the impact on adjacent agricultural activities, if appropriate,

- (f) the Regional Board may elect to refer any application under this agreement to the Commission for a decision,
- (g) the Regional Board shall refer to the Commission for a decision any application where the Regional District is the applicant or the agent for the applicant.

**4. Notification**

- 4.1 The Regional District must advise the Commission on a quarterly basis of all applications it receives that are subject to and considered under this agreement, and the Regional District's decision on each application by way of a copy of the Regional Board's resolution and a copy of correspondence to the applicant containing the Board's decision as well as a copy of the staff report with respect to each application.
- 4.2 In the case of an application with respect to a subdivision, the Regional District will provide a copy of the approved plan (or other description) to the Commission.

**5. Application Fees**

- 5.1 All application fees submitted to the Regional District which, absent this agreement, would have been forwarded to the Commission may be retained by the Regional District.
- 5.2 To assist the Commission in maintaining accurate financial records, the Regional District will provide the Commission with an accounting of the fees collected pursuant to this agreement on a quarterly basis.

**6. Restrictive Covenants**

- 6.1 If a condition of decision by the Regional Board includes the requirement that a restrictive covenant be registered against a title, the restrictive covenant must be granted in favor of the Regional District. On an annual basis or at such other times as agreed by the parties, the Commission and the Regional District will review the status of and compliance by the grantor under such covenants.

**7. Enforcement**

- 7.1 Both parties will work co-operatively to monitor and enforce the Act and the regulations thereunder and the Regional District will investigate possible infractions related to non-authorized land uses within the areas of the ALR subject to this agreement. This investigation will be on a complaint basis in conformity with the Regional District's usual bylaw enforcement procedures.
- 7.2.1 In addition to the enforcement procedures noted in section 7.1, as per section 56 of the Act, the Regional District is authorized to act in place of the Commission for purposes of sections 49, 50 and 52 to 55 of the Act.

7.3.1 The Regional District must enforce the terms and conditions of decisions it makes under this agreement.

7.4 The Commission will provide technical resources to the Regional District if needed and may provide reasonable financial support for legal costs if sufficient funds are available to the Commission.

## **8. Monitoring and Information Sharing**

8.1 The Commission and Regional District will keep statistics and information on all applications dealt with under this agreement and each party will monitor the results and effects of decisions made under this agreement. Both parties will share their findings under their respective monitoring programs on an annual basis or as otherwise mutually agreed. Both parties will work towards establishing an electronic link to the Commission's database system.

8.2 Regarding the processing of applications pursuant to this agreement, Regional District staff may request that Commission staff provide related background information as appropriate.

## **9. Training**

9.1 The Commission will provide training to Regional District staff and Regional Board members on an on-going and as required basis at a mutually agreeable time and place to familiarize them with the Commission's and the Regional District's legal responsibilities and all orders, policies and procedures relating to the delegation powers to the Regional Board. Commission staff will be available during regular business hours to advise Regional District staff as needed.

## **10. Application of the Provincial Interest**

10.1 The Regional District acknowledges that those sections of the Act, providing for a referral to the Environmental Assessment Board of matters considered by the Lieutenant-Governor in Council to be in the "provincial interest" apply to any application considered by the Board under this agreement.

## **11. Transition**

11.1 Any application received at the offices of the Commission or being processed by the Commission on or before the date of this agreement or the adoption of an Approved OCP by the Regional Board shall be completed by the Commission. Any application received at the offices of the Regional District or being processed by the Regional District on or before the date of the termination of this agreement shall be completed by the Regional District.

**12. Term**


- 12.1 The parties acknowledge that this agreement shall be considered open-ended with no fixed term. To assist with the monitoring of this agreement the parties commit to conducting an annual review and reporting of the activities associated with the agreement.
- 12.2 Within 90 days following a request by either party, the parties may choose to meet and discuss matters arising from the operation of the agreement or the annual report or any other matter related to the agreement.
- 12.3 Either party may terminate the agreement on giving 90 days notice to the other party. Following the submission of the termination notice the parties may choose to meet to discuss the matter. Further, with the mutual agreement of the parties, the matter may be referred to a dispute resolution facilitation process as per section 13 of the Act.

**13. Termination of Current Agreement**

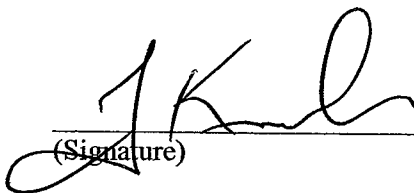
13.1 With the signing of this agreement as provided below, the parties acknowledge the termination of the current agreement effective December 1, 2002 and the replacement of the said agreement with this agreement.

IN WITNESS WHEREOF the parties have executed this agreement and this agreement takes effect as of December 1, 2002.

**PROVINCIAL AGRICULTURAL LAND COMMISSION**

  
\_\_\_\_\_  
(Signature)

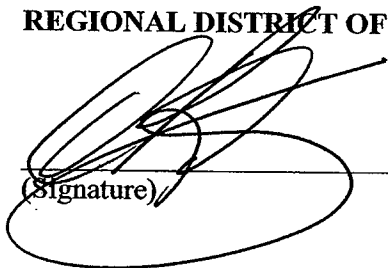
Witness:

  
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(Signature)

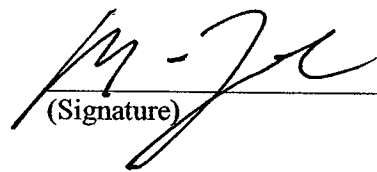
FRANK AREAD Vice Chair  
(Name and Title)

John Kendrew Commission  
(Name and Title)

**REGIONAL DISTRICT OF FRASER-FORT GEORGE**

  
\_\_\_\_\_  
(Signature)

Witness:

  
\_\_\_\_\_  
(Signature)

Colin Kinsley, Chairperson  
(Name and Title)

Martin Taylor, Deputy Secretary  
(Name and Title)

## SCHEDULE "A"

### 1. General Orders

The following General Orders of the Commission are a part of and integral to this agreement and shall be considered by the Regional District when carrying out the powers delegated under this agreement, which must be exercised in a manner that is consistent and in compliance with the General Orders:

The details of the General Orders shall be as contained in the Commission Handbook:

- 828/96 Telecommunication buildings – province wide
- 1622/83 Roads – Ministry of Transportation and Highways
- 71/84 Placer works – province wide
- 689/86 Roads – Forest Service
- 1157/93 Bed and Breakfasts – province wide
- 997/95 Home occupations – province wide
- 726/95 Farm retail sales – province wide
- 276/2000 Wineries and cideries

### 2. Policies

The following Policies of the Commission are a part of and integral to this agreement and shall be considered by the Regional District when carrying out the powers delegated under this agreement, which must be exercised in a manner that is consistent and in compliance with the Policies:

- 001/73 ALR boundary interpretation
- 002/75 ALR boundary – subdivision along
- 003/75 ALR boundary – subdivision outside
- 004/75 ALR boundary – use outside
- 005/73 Approval of Commission runs with land
- 006/78 Approvals granted under OIC 4483/72 and 157/73
- 007/77 Communication of Commission decisions
- 008/78 Developments instream at time of inclusion of lands into ALR
- 009/81 Public perusal of Commission files
- 011/93 Waiving of application fees
- 012/88 Aircraft on ALR lands
- 013/93 Asphalt and concrete plants
- 014/86 Composting facilities
- 015/75 Dwellings – additional for farm help
- 016/84 Dwellings – building new dwelling while occupying existing dwelling during construction
- 017/80 Dwellings – construction and placement of fill and soil removal
- 018/80 Dwellings – driveway construction and placement of fill or soil removal
- 019/87 Electrical service lines for single residential dwellings



- 020/85 Equestrian facilities -- personal use v. commercial use [and]  
- placement of fill or soil removal
- 021/95 Farm buildings -- placement of fill or soil removal
- 022/94 Floriculture, greenhouses, nurseries and turf farms and placement of  
fill or soil removal
- 023/92 Golf courses
- 024/92 Heritage sites
- 025/78 Homesite severance
- 026/92 Institutional and assembly uses
- 027/94 Mineral exploration
- 028/75 Parcels less than 2 acres and section 21(1) of ALCA
- 029/79 Placement of fill or soil removal -- SCA application not necessary if approval  
received under ALCA or Regs
- 030/81 Registered lease by explanatory plan
- 031/75 Road and railway allowances -- unconstructed
- 032/82 Sawmills
- 033/81 Truck operations -- parking and servicing
- 034/79 Use -- definition in section 21(1) of ALCA
- 035/85 Utility services within existing right-of-way
- 036/92 Wildlife habitat reserves
- 03448/98 Agreements and protocols with other agencies
- 040/95 Fees for goods requested by the public that are available elsewhere
- 041/97 Agri-tourism
- 042/98 Net benefit to Agriculture
- 043/98 Secondary Suites in Single Family Dwellings  
Homesite severance for the Punchaw Inclusion Area