



Delta Farmland and Wildlife Trust OFFICE USE ONLY Program Year: 2024 Agreement #: _____	DFWT field Unit(s)	Regional Maps
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***DELTA FARMLAND AND WILDLIFE TRUST
FIELD MARGIN AGREEMENT***

Date _____

BETWEEN THE COOPERATOR: _____

AND

THE DELTA FARMLAND AND WILDLIFE TRUST, a non-profit, community-based, charitable society, whose mission is to promote the preservation of farmland and associated wildlife habitat in the Fraser River delta through sustainable farming and land stewardship (referred hereinafter as "DFWT").

WHEREAS: The Cooperator is the owner or lessee of land and premises situated in Metro Vancouver and Abbotsford, in the province of British Columbia described as:

Parcel(s) Identifier:..... (referred to hereinafter as the "**Lands**")

Planting Date: (referred to hereinafter as the "**Establishment Date**")

WHEREAS: The Cooperator has established field margins (referred hereinafter as the "**Field Margin**") on a portion of the Lands shown on the plan attached hereto as Schedule "A" (referred hereinafter as the "**Planted Area**").

WHEREAS: the Cooperator recognizes the Field Margin is for the long-term benefit of wildlife habitat conservation and for the non-profit use of farmland. The cooperator and DFWT have agreed to implement and cost-share the establishment and management of a Field Margin in Metro Vancouver and Abbotsford, British Columbia.

THE PARTIES AGREE AS FOLLOWS:

- 1) There shall be no disturbance of the Field Margin without prior notification to the DFWT and with the written permission of the DFWT. The Planted Area may be left in its established state for a period of three (3) years from the "**Establishment Date**" with a possibility of extension if funding allows, save for maintenance as set out in Schedule "B". This is conditional of the field margin being well maintained.
- 2) The DFWT will pay the Cooperator \$650 per acre for the establishment year of this agreement for the farmland that is removed from active agriculture. Payments of \$500 per acre for up to two additional years to maintain the field margin will be paid by DFWT.
- 3) In the event the Cooperator sells the Lands or surrenders the lease of the Lands during the term of this agreement, they shall notify the DFWT and the Cooperator shall inform the purchaser or new lease holder of this agreement and make best effort to have the purchaser or new lease holder of the Lands to extend this agreement. Provided the Cooperator has complied with the previous sentence hereof, they shall have no further obligation or liability pursuant to this agreement after the sale of the Lands or surrendered of the lease on the Lands.
- 4) In the event the Cooperator considers it necessary for the efficiency of the farming business to remove a portion of the Field Margin, they shall notify the DFWT and suggest a replacement site.

- 5) To allow the DFWT to monitor the Field Margin for wildlife use, vegetation growth, and/or soil quality upon notification and permission of the Cooperator.
- 6) DFWT may decline eligibility for the Field Margin Program at any time if vegetation is too sparse.
- 7) In the event that the cooperator does not maintain the field margin by the standards prescribed herein, the DFWT obligations shall cease.
- 8) The field margin must be planted by June 30th to be eligible if this is the first year of the agreement.
- 9) To receive payment, participants must maintain and manage the field margin from April 1 (or the planting date) to March 31. Participants must ensure that top kill, mowing, discing or plough down of the field margin will not occur before this date.
- 10) To receive payment, participants must not mow the field margin until after July 15th of any year covered by this agreement and limit harvest to one cut per year.
- 11) The Cooperator shall indemnify the DFWT and save it harmless from any actions, suits and liabilities arising out of this agreement unless arising from the negligence of the employees and agents of the DFWT or arising from entry to the Lands authorised by the DFWT.
- 12) Wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context or the parties so require.
- 13) This Agreement shall endure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.
- 14) The parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give property effect to the intention of this Agreement.
- 15) Any dispute arising out of or in connection with this Agreement shall be referred to and finally resolved by Arbitration under the rules of the British Columbia International Arbitration Centre (BCIAC). The appointing authority shall be the BCIAC. The case shall be administered by the BCIAC in accordance with its "procedures for cases under the BCIAC Rules".
- 16) If the DFWT is not able to make the payments described in paragraphs 3 and 4, then this agreement becomes null and void.

Cooperator's Name _____

Tel # _____

Company Name _____

Fax # _____

Address _____

Cell # _____

Email: _____

Please provide a valid business number (GST/HST). _____

This is a requirement of the program.

X

Cooperator's Signature

X

DFWT Signature

Schedule A
PLANTED AREA showing location of FIELD MARGIN

ADDRESS:

Postal Code:

MAP: (Please attach map with Parcel Identifier of the Lands showing major landmarks and roads)

The Planted Area in this agreement can be treated as uncultivable land for taxation purposes.

SUMMARY OF FIELD MARGIN

Length of field margin:

Width of field margin:

Area removed from active agriculture:

Seed mixture planted:

General soil texture of field:

Previous crop grown in field:

Other:

X

Cooperator's Initials

Schedule “B”

ESTABLISHMENT AND MAINTENANCE OF FIELD MARGIN

A Field Margin is established between the field boundary (adjacent field, fence, ditch or hedge) and the crop. A Field Margin can benefit farming by harboring beneficial birds, small mammals and insects that predate crop pests and reduce weed infestations into crops. They also provide valuable habitat and connecting corridors for a variety of other wildlife especially when they remain in place for many years.

Establishment:

Following consultation with the DFWT, the cooperator will plant where necessary and at their expense, a minimum 1 to 10 meters wide Field Margin with a grass and wildflower mixture at 40-50 lbs. per acre (or as specified by the seed company), plus any recommended nurse crop to assist the establishment of the grass mixture. Following consultation with the DFWT, the cooperator will cut the nurse crop to maximize establishment of the grass mixture in the first year.

Maintenance:

In addition to paying \$650/acre/year for land removed from active agriculture for the establishment year of this agreement, the DFWT will pay the Cooperator \$500/acre for the costs of maintaining the Field Margin for an additional 2 years after the establishment year.

In consultation with the DFWT, the Cooperator will perform standard and reasonable management practices for maintenance of the Field Margin including without limitation:

- protection of established Field Margin
- where necessary provide protective fencing of the Field Margin
- weed control during establishment and thereafter when necessary
- cutting of the Field Margin when necessary

X

Cooperator's Initials