

Bird-Friendly Certified Hay Program

PROGRAM GUIDE

Version 1.1: May 2014



Bird-Friendly **CERTIFIED HAY**

A program of



Credit Valley
Conservation



Ontario

Table of Contents

What is the Bird-Friendly Certified Hay Program?	3
Delayed Hay Cutting: Advantages and Disadvantages	3
How Does the Program Work?	4
Who is Eligible to Participate in the Program?	5
Why Participate in the Program?	6
Bird-Friendly Certified Hay Production Standards	8
Monitoring and Compliance Inspections.....	9
Registration	9
Reporting	9
Terms and Conditions	10

What is the Bird-Friendly Certified Hay Program?

The Bird-Friendly Certified Hay Program (“Program”) is a voluntary three-year pilot project funded in part by the Ministry of Natural Resources and Credit Valley Conservation (CVC). It aims to assist in the recovery of Bobolink and Eastern Meadowlark by providing improved habitat quality and by reducing nest damage and juvenile and adult mortality within hay fields caused by farm machinery. The objectives of the Program are achieved by delaying harvesting operations until after juvenile grassland birds have fledged the nest.

Delayed Hay Cutting: Advantages and Disadvantages

Many hay producers choose to harvest their first cuts of hay in early to mid-June. This maximizes the crude protein content of the hay. This is important for livestock that are intended to quickly gain mass for market, for pregnant or lactating livestock and for livestock that are heavily exercised. Delaying hay cutting beyond mid-June results in hay with lower crude protein content. Depending on the type and condition of livestock to which the hay is being fed, late cut hay is still beneficial and in some circumstances preferred over very rich early cut hay. Fully-grown equines that are minimally to moderately exercised can perform well with reduced crude protein content hay. Likewise, slow grown, grass fed beef cattle, goat and sheep can perform well being supplemented with reduced crude protein content hay.

Delaying hay harvesting beyond the middle of June does come with the advantage that rainfall is typically more sporadic beyond this point in time and the potential to produce mold free hay improves. Furthermore, the tonnage of first-cut hay produced may be greater with delayed cutting. However, delaying the first cut may allow annual and perennial weed species to establish within the hay field, reducing the overall quality of the hay crop. There are agricultural methods available that may be able to address this and other possible concerns, and participants in the program are encouraged to examine all options available so as to ensure that participation in this program will continue to meet their production needs.

It is always recommended that you have your hay analyzed and properly balance the feed ration with supplements to ensure proper livestock nutrition. While CVC does not endorse or recommend any particular laboratories, below is a list of local laboratories that may offer forage analysis services.

SGS Agrifood Laboratories

Unit 1 – 503 Imperial Road North

Guelph, ON

N1H 6T9

1-800-265-7175

Fax: 519-837-1242

<http://www.agtest.com/>

Stratford Agri-Analysis

1131 Erie St. PO Box 760

Stratford, Ontario

N5A 6W1

1-800-323-9089

Fax: 519-273-4411

www.stratfordagri.ca/

A & L Agri Food Laboratories

2136 JetStream Rd.

London, ON

N5V 3P5

1-855-837-8347

Fax: 519-457-266

www.alcanada.com/

How Does the Program Work?

Central to the Program is an online marketplace that connects hay growers/sellers with hay purchasers for the purpose of establishing hay sale agreements. In addition, the online marketplace will allow landowners with farmland available to rent to connect with hay growers seeking lands to grow BFCH on to establish land rental agreements. All hay sale and land rental agreements will be negotiated directly between the various participants in the program. CVC and the Ministry of Natural Resources will not negotiate any hay sale or farmland rental agreements or be responsible for any of the terms and conditions negotiated between individual participants.

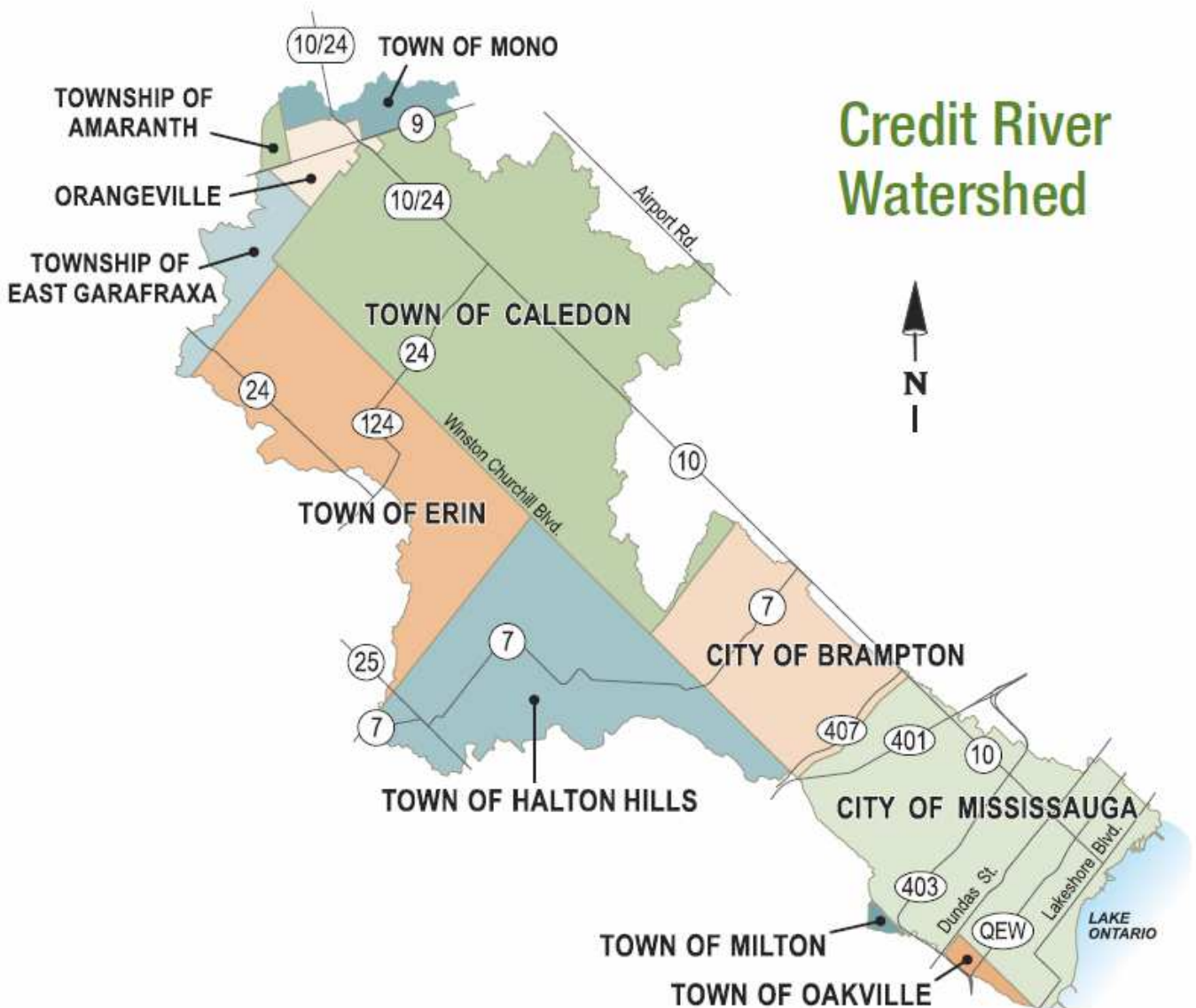
Who is Eligible to Participate in the Program?

Because this project is a pilot-project, it is currently limited in its geographic scope to lands within the Credit River Watershed (map on following page). In order to participate in the Program you must meet one or more of the following requirements:

- You currently grow hay on owned and/or rented lands located within the Credit River Watershed (map below) and you would like to grow BFCH on some or all of these lands either for sale or for personal farm use.
- You wish to rent lands in the Credit River Watershed (map below) for the purpose of growing BFCH on some or all of these lands either for sale or for personal farm use.
- You wish to purchase BFCH.
- You own land in the Credit River Watershed (map below) and you are interested in having an agricultural producer grow BFCH on a portion or all of your lands.

In addition, you must agree to each of the following:

- You agree to register with the Program and to complete all annual reports to ensure continued participation and certification in the Program.
- You agree to permit CVC to carry out monitoring and inspections of your BFCH fields for the purpose of ensuring compliance with the BFCH program.
- You agree to be bound by all the Terms and Conditions of participation in the Program.



Why Participate in the Program?

The Program brings together farmers and rural landowners in creating a vibrant, healthy rural landscape in which agriculture plays a vital role. Knowing that agriculture can be part of the solution to the recovery of the threatened Bobolink and Eastern Meadowlark populations is something that all agricultural landowners and producers can feel proud about.

We recognize that good-will and a strong stewardship ethic doesn't necessarily pay the bills on a rural property or farm. This is a voluntary program that has been developed with this in mind. Whether you are a hay grower/seller, hay purchaser or rural

landowner the potential economic advantages are one reason to participate in the Program. The range of potential benefits to participants is described below:

Hay grower/seller:

- Potential to get involved with the production of a new niche product
- Potential to add to your existing agricultural land base by adding new acreage through lease agreements with participating BFCH landlords.
- Potential to stage hay cutting operations to distribute workload and to diversify quality of forages available for sale.
- Increase in marketing of your BFCH through the use of the online marketplace.
- Recognition (if desired) that you are a land steward engaged in the recovery of Bobolink and Eastern Meadowlark populations.

Hay purchaser:

- Potential to get involved with the purchasing of a new niche product.
- Potential to include BFCH as a portion of your entire feeding program and assess its nutritional value to your livestock; it may be exactly what you are looking for.
- Improved procurement of hay through the use of the online marketplace.
- Competitive advantage over others if feeding BFCH to livestock for direct meat sales to customers (e.g. *"Our beef is raised on Bird-Friendly Certified Hay"*).
- Competitive advantage over others if feeding BFCH to horses at a boarding stable (e.g. *"We support the Bird-Friendly Certified Hay Program by offering this forage as an option to our boarders."*).
- Recognition (if desired) that you are a supporter of land stewardship and that you are engaged in the recovery of Bobolink and Eastern Meadowlark populations.

Rural Landowner with Old Fields or Meadows:

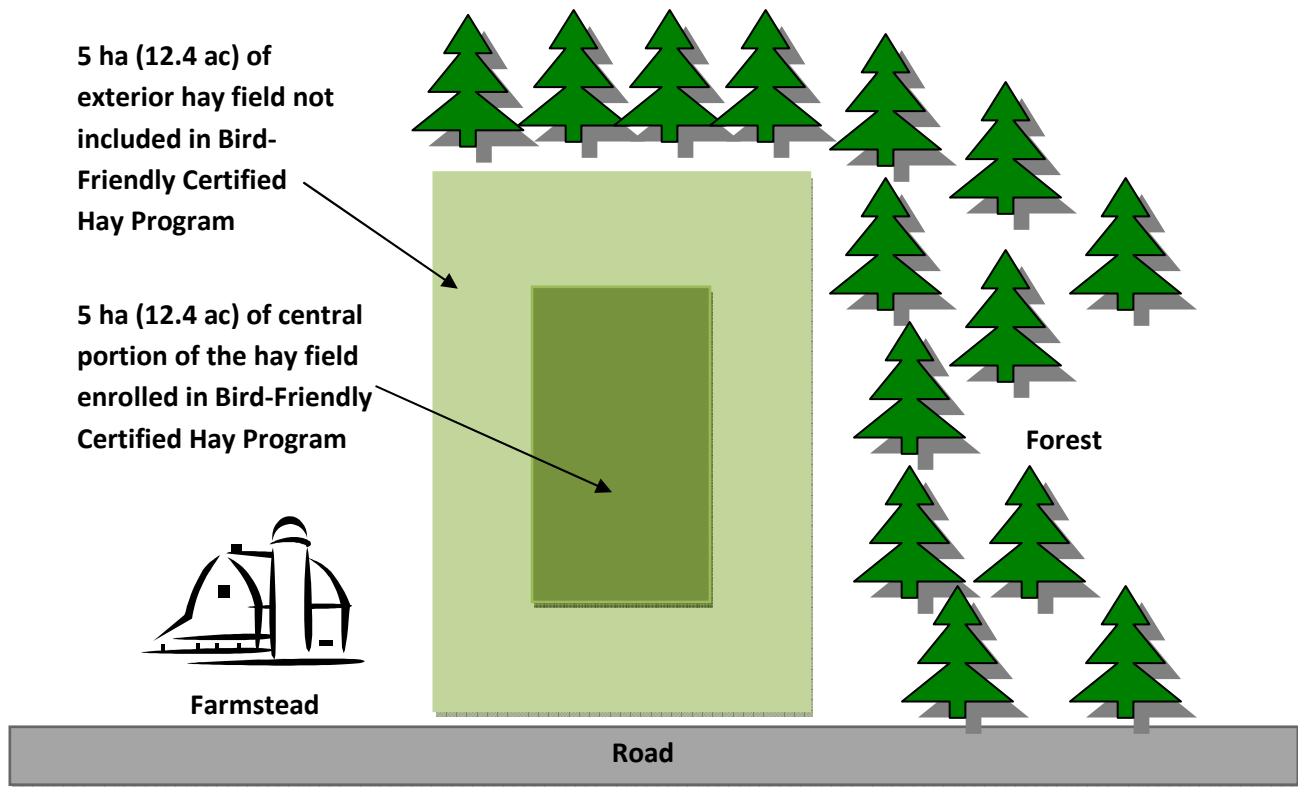
- Without management, old fields and meadows quickly become unsuitable habitat for Bobolink and Eastern Meadowlark. BFCH production provides improved habitat for Bobolink and Eastern Meadowlark.

- The portions of your property farmed by a tenant may be eligible for a 75% reduction in property taxes. For more information please contact the Farm Property Class Tax Rate Program at: 1-877-424-1300 or farmtax.omafra@ontario.ca
- You have the ability to negotiate a land rental fee with prospective tenants.
- Assisted networking with prospective tenants enrolled in the Program through the use of the online marketplace.
- Assist with the long-term protection of an agricultural land base in the Credit River Watershed.
- Recognition (if desired) that you are a supporter of land stewardship and that you are engaged in the recovery of Bobolink and Eastern Meadowlark populations.

Bird-Friendly Certified Hay Production Standards

Participation in the Program, while voluntary, requires that participants adhere to certain standards and procedures so that the hay produced can be certified as BFCH. These standards and procedures may be monitored by CVC to ensure continued participation, but it is expected that for the most part, participants will monitor their activities in accordance with the program standards and requirements and adhere to them. The growth of BFCH requires that the following procedures/standards be adhered to:

- All BFCH acreage for any given year must be registered with CVC by May 1st of that year. This deadline has been extended until June 1st in 2014.
- First cut is delayed until at least July 15th. If Bobolink and Eastern Meadowlark species have fledged the nest in all registered BFCH fields in advance of July 15th, CVC will notify participating hay producers and first-cut may occur in advance of July 15th.
- No in-field machinery disturbances (i.e. fertilizer or manure application, spraying, etc.) between May 1st and first-cut date.
- Minimum field area for enrollment in the Program is 5 ha (12.4 ac). Smaller fields can be enrolled in the program if Bobolink and/or Eastern Meadowlark have been observed in the fields in the past. The field area enrolled in the Program need not consist of the entire field, but it must represent the most central portion of the field or the area of the field that is least impacted by adjacent non-grassland land uses. An example is provided on the next page:



Monitoring and Compliance Inspections

To monitor program success and to ensure participating hay growers are abiding by the Bird-Friendly Certified Hay Production Standards, CVC may conduct random inspections throughout the hay-growing season. CVC will make efforts to notify hay growers in advance of the inspection, but this is not guaranteed.

Registration

Eligible persons interested in participating in the Program are required to register with the online marketplace. Go to www.birdfriendlyhay.ca to register. Alternatively, call 905-670-1615 x 430 and program staff will register you over the phone. After registering you will be able to post advertisements to buy or sell BFCH or to rent or offer land for the purpose of growing BFCH. Please note, if you intend to produce BFCH, you must register your BFCH acreage annually by May 1st, or by June 1st in 2014.

Reporting

All hay growers/sellers and hay purchasers participating in the Program must complete an annual report accessed through the online marketplace. If you do not have access to the internet and prefer to complete the annual report with the assistance of program staff, please contact 905-670-1615 ext 430. Annual reports will be made available in January and are due by April 1st the year following the harvesting of the BFCH.

Terms and Conditions

By registering and participating in the Bird-Friendly Certified Hay Program you agree to the provisions of these Bird-Friendly Certified Hay Program Terms and Conditions (“Agreement”).

Credit Valley Conservation Authority (“CVC”) reserves the right to change this Agreement at any time without notice to you as program participant (“Participant”) and the updated version of this Agreement will apply. If you do not agree with the terms of this Agreement, please do not register or participate in the Bird-Friendly Certified Hay Program.

AGREEMENT: BIRD-FRIENDLY CERTIFIED HAY PROGRAM (“Program”)

Bird-Friendly Certified Hay Overview. Subject to this Agreement, by registering for the Program, the Participant will be eligible to participate in the Online Marketplace established to connect the Participant with other participating hay growers/sellers, hay purchasers and landowners looking to rent their land to hay growers/sellers. The Online Marketplace is to be used for the exclusive purpose of arranging land rental and hay sale agreements for the purposes of Bird-Friendly Certified Hay production and sales only and for no other purpose.

The Online Marketplace is to be operated and maintained by CVC, or its assign, and may be changed, modified, altered and or terminated by CVC without prior notice to the Participant.

Acknowledgement. The Participant understands, acknowledges and agrees that:

- They have read, understand and agree to the contents of the Bird-Friendly Certified Hay Program – Program Guidelines, and to be bound by same;
- Participation in the BFCH Program is voluntary and that CVC makes no representations or warranties with regards to enrollment or participation in the program.
- Provided that the Participant continues to be in compliance with all requirements of this Agreement and the standards and procedures required for participation in the BFCH, they will be able to identify themselves as a participant in the Program.
- CVC reserves the right to suspend, revoke or terminate registration in the Program according to the terms of this Agreement;
- Registration and participation in the BFCH, does not result in a "professional" certification of any kind. Bird-Friendly Certified Hay

is a local two-year pilot program administered by CVC for its own use, and that the BFCH is not recognized or endorsed by any National Accredited Certifying Body;

- The Participant shall have no right to and may not register others in the Bird-Friend Certified Hay Program, or in any way authorize their participation in the Program;
- CVC does not in any way guarantee, and has not represented in any way, any level of hay quality, success or revenue which may be generated by or in connection with the Program as a result of participation in the Program;
- If registering as a hay grower/seller or hay purchaser the Participant will be responsible for completion of an annual report, failure to do so may result in termination of registration and continued participation in the Program at the discretion of CVC;
- The Participant may not sub-license, assign, rent, transfer or otherwise allow any third party the rights under this Agreement, including but not limited to registration as a Bird-Friendly Certified Hay acreage;
- The Participant agrees that while registered in the program, CVC may enter onto the registered lands for the sole purpose of carrying out monitoring/compliance inspections related to the Program;
- CVC may share all personal information of the Participant registered with CVC with program funders for any and all purposes related to the Program.

Insurance. CVC recommends that all participants in the Program ensure that their insurance provider is advised of participation in the program ensuring appropriate coverage for activities undertaken through the Program. CVC does not and cannot offer or provide insurance.

Representations and Warranties. The Participant acknowledges, covenants, represents, and warrants that: (i) they have the full authority to enter into this Agreement and entering into this Agreement does not violate or conflict with any other agreements or obligations to any third parties; (ii) they have not engaged in and will not engage in any activity, commitment, or agreement inconsistent with or in derogation of the rights granted in this Agreement.

Indemnification. The Participant agrees to indemnify and hold harmless CVC, its parents, affiliates, subsidiaries, representatives and assigns, employees, officers, owners, attorneys or any person(s) or companies acting with its permission or authority,

from any third party claim, action, demand, loss, or damages (including attorneys' fees) arising from or relating to your participation in the Program.

Assumption of Risk/Waiver. The Participant understands and acknowledges that participation in the Program does not guarantee specific outcomes and that no representations and warranties have been made by CVC.

Your Relationship with Credit Valley Conservation Authority. The Participant acknowledges and agrees that participation in the Program does not establish an employer/employee, partnership, franchise, agency, joint venture or other similar relationship between the Participant and CVC or any other party. Neither party shall have, or represent itself as having, the authority to bind or commit the other party in any way, or to incur any liability in the name of or on behalf of the other party. The Participant agrees not to make any statements or take any actions that may confuse or mislead any person regarding the nature of the relationship between the Participant and CVC, and that any such representation is cause for termination of the Participant's involvements and participation in the Program by CVC, in addition to any other rights or remedies that CVC may have.

Governing Law: The terms of this Agreement and participation in the Program shall be governed by the Laws of the Province of Ontario.