

# BMP 3: Wetland Restoration

# **2023 APPLICATION FORM**

Business Name:	Farm Busin	Business Registration Number (FBRN):			
Contact Name:	Email:	Phone:			
STEP 2 - PROJECT LOCATIO	ON INFORMATION				
Lot:	Concession:	Municipality:			
County:		Conservation Authority:			
Premises Identification No	umber (PID)*:				
Information about obtaining a P		<u>com</u> , or by calling 1-888-247-4999			
Describe the proposed wetland restoration project	:				
Describe any habitat structures that will be installe and how many of each type (e.g. brush or rock piles, pollinator plantings, deadwood, and snags):					
Describe any vegetation that will be planted as part of the restoration (e.g. native trees shrubs, riparian plants):	e				

A letter of support from a Conservation Authority specialist or recognized conservation group (e.g. Ducks Unlimited Canada) must be included (see brochure for details).					
☐ Yes, attached Techni	cal Specialist's Name:				
☐ No, because:					
	If your project includes exclusion	n fencing:			
What type of fencing will you install? (e.g. pagewire, 4-strand electric, etc.)		How many metres of fencing will be installed?			
<ol> <li>The 4<sup>th</sup> Edition Environmental Farm Plan Certificate or Letter of Review for this farm property has been included with this submission.</li> </ol>					
☐ Yes					
☐ No, I am a new applicant	t and will complete my EFP before Decemb	per 15, 2023			
2. All reasonable measures will be taken during construction to prevent the release of contaminants that could present a risk to surface and groundwater resources.					
□ Yes					
□ No, because:					
3. A <b>detailed site sketch</b> of the farm property that includes the precise location and dimensions of the project has been included with this submission. <b>Note:</b> use <u>Google Maps</u> or <u>AgMaps</u> for the sketch; hand drawn sketches will not be accepted.					
☐ Yes (required)					
4. The applicant has read and will follow the General Construction & Mitigation Guidelines posted for this BMP on the OSCIA website ( <a href="www.ontariosoilcrop.org/oscia-programs/sarpal">www.ontariosoilcrop.org/oscia-programs/sarpal</a> ).					
□ Yes					
□ No, because:					
	e necessary written approvals and permits able) and provide copies, if requested.	for the project from the approp	riate agencies		
□ Yes					
□ No, because:					

## STEP 4 - ESTIMATED PROJECT COSTS

Fill	out the table be	low to clearly id	lentify services a	nd materials	required to	complete the	proposed	project. I	nclude where	those i	tems v	۷il
			ated cost for each									

Cost Item(s) (Include detailed materials and services)	Supplier	Estimated Cost (\$CAD)
	Total Estimated Project Costs	

#### STEP 5 - APPLICANT IN-KIND CONTRIBUTION

Includes reasonable hours of unpaid labour and/or use of farm business equipment (The maximum allowable labour rate is \$20 per hour and equipment rate is \$50 per hour). The in-kind contribution policy is detailed in the SARPAL brochure. Use additional sheets, if necessary.

Worker/Equipment	Activity	Hours	Rate/Hour	Estimated Cost (Hour x Rate)
Total Estimated In-Kind Contributions				

### STEP 6 - TOTAL ESTIMATED PROJECT COSTS

Total Estimated Project Costs (from Step 4)	
Total Estimated In-Kind Contribution (from Step 5)	
TOTAL ESTIMATED PROJECT COST (Step 4 + Step 5)	
<ul> <li>□ I have received additional funding for this project</li> <li>□ I anticipate receiving additional funding for this project</li> <li>From:</li></ul>	

#### STEP 7 - DECLARATION AND SIGNATURES

By submitting this application, the authorized signing authority hereby certifies to Canada and the Ontario Soil and Crop Improvement Association (OSCIA) that the information contained in the application and the supporting documentation is true and complete in all respects.

The program Terms and Conditions included on page 5 of the SARPAL Application Form have been read, understood, and I agree to abide by them. I acknowledge the approved SARPAL project will be used for the sole purpose as intended and the integrity of the project maintained appropriately for the period of time stated in the Conservation Agreement.

I accept that the Government of Canada has full access to project information and supporting information collected by OSCIA and may disclose the information provided on the SARPAL Application Form to their agents on a confidential basis for the sole purpose of determining eligibility and compliance with SARPAL, ensuring that action taken by me is recognized and appropriately credited in promotional material and other public forums, and for statistical information and general analysis as it pertains to species at risk. I acknowledge the farm business may be asked by OSCIA and the Government of Canada to permit and contribute to future monitoring efforts, reporting, and promotional activities relating to the SARPAL-supported project in the years to come.

I understand the location of the project may be geo-referenced by OSCIA for reporting purposes and the location shared with the funding partners.

□ OI Al	F THE SARPAL PROGRAM, AS SET OUT ABO	I, I AGREE TO BE BOUND BY THE TERMS AND CONDI VE AND IN THE SARPAL PROGRAM GUIDE, AND I AM ON BEHALF OF THE APPLICANT AS WELL AS BIND TH	
Name of	Authorized Signing Authority of Farm Business: _		
Signature	:	Date:	

Submit your application: By email: SARPAL@ontariosoilcrop.org

OR By Post: Ontario Soil and Crop Improvement Association

1-367 Woodlawn Road West, Guelph, ON N1H 7K9

#### **Terms and Conditions**

- 1. I/we represent, warrant and covenant that all information provided in support of this request for funds, including information relating to any eligibility requirements, is true and complete.
- I/we acknowledge that SARPAL Program (the "Program"), is a voluntary cost-share program designed to help Ontario farmers implement Best Management Practices that play a key role in contributing to a healthy and diverse environment. While every effort has been made to ensure the accuracy and completeness of the information provided to participant(s) regarding the Program, including any printed or electronic material, comments of any employees or agents of OSCIA presented in association 13. or made in connection therewith should not be considered or relied upon as definitive regarding legislation, techniques, means or methods for the participant(s). I/We acknowledge and agree that I/we has/have been advised to seek the advice of and rely upon the appropriate technical and professional experts familiar with the applicable legislation, techniques, means and methods as the details of my/our situation may differ from those described in the Program.
- If the project is approved under the Program, I/we understand and accept that payment is subject to Environment and Climate Change Canada (ECCC) receiving all the necessary appropriation from the Government of Canada; and my/our compliance with all of the program's requirements (a copy of which I/we acknowledge receipt thereof) and these terms and conditions.
- 4. If the project is approved under the Program, I/we agree that I/we will be solely responsible for ensuring that I/we meet all technical, structural and legal requirements for this project, including compliance with all federal and provincial laws or regulations, all municipal by-laws, and any other orders, rules or by-laws related to this project.
- If the project is approved under the Program, I/we agree that ECCC, its authorized representatives or an independent auditor may, upon notice and during normal business hours, enter upon the project premises for the purposes of inspection and audit. I/We further agree that these rights shall survive the completion of the project for a period of seven years.
- If the project is approved under the Program, I/we understand that no member of the House of Commons or of the Senate shall derive any financial advantage or direct benefit from funding provided hereunder, if any, that would not be permitted under the Parliament of Canada Act.
- If the project is approved under the Program, I/we represent and warrant that no former federal or provincial public office holder, or federal or provincial public servant who is not in compliance with the Conflict of Interest and Post-employment Code for Public Office Holders or the derive any financial advantage or direct benefit from funding provided hereunder, if any.
- If the project is approved under the Program, I/we represent and warrant that this application for project funding disclosed all proposed sources of funding, including sources and amounts from federal, provincial or municipal governments, conservation groups, or private persons or other organizations, including in-kind contributions, and that we will continue to do so for the duration of this project. I/We declare that the total funds from 18. I/We understand that the Application Form(s) and supporting material federal, provincial or municipal government sources, conservation groups, or private persons or other organizations, including in-kind contributions, received or receivable, if any, do not or will not exceed 100 percent of eligible costs as determined by OSCIA, and that no funding assistance will be acquired for the project from any other initiative delivered through OSCIA.
- 9. If the project is approved under the Program, I/we represent, warrant and covenant that any information provided to OSCIA in support of this request for funds (including information relating to any eligibility requirements) shall continue to be true and complete for the term of the project in every respect. I/we shall immediately notify OSCIA of any changes to this information.
- 10. If the project is approved under the Program, I/we agree that none of Canada nor OSCIA, nor any of their respective directors, officers, agents, employees, members, third party agents or representatives shall be liable including but not limited to, damage or loss arising from any advice, opinion, representation, warranty or the provision of information pursuant to this Program or project, without limitation, whether such acts or omissions be negligent or not.
- 11. If the project is approved under the Program, I/we hereby agree to indemnify and hold harmless Her Majesty the Queen in Right of Canada and Her Ministers, directors, officers, agents, appointees, employees, agents or contractors from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project (cumulatively,

- "Claims"). I/We further agree that this indemnity shall survive the completion of the project for a period of seven years.
- 12. If the project is approved under the Program, I/we agree to acquire and maintain all of the necessary and appropriate insurance for the project including but not limited to commercial general liability insurance that should be maintained for Claims that may arise out of the project. I/We understand and accept that I/we are not covered by the Government of Canada's insurance program and that no protection will be afforded by the government for any Claims that may arise out of the project.
- If the project is approved under the Program, I/we understand and accept that the following shall constitute an event of default: (i) failure to carry out the project; (ii) failure to use the funds provided for the purpose of the project; (iii) if required, failure to provide reports in accordance with the timelines and content specified by OSCIA; (iv) the nature of my/our operations or legal status changes so that I/we are no longer eligible for the Program; (v) cessation or suspension of operations; (vi) false, misleading or deceptive statements or representations to OSCIA; (vii) an assignment, proposal, compromise or arrangement for the benefit of creditors, a petition into bankruptcy or a filing for the appointment of a receiver; (viii) or failure to otherwise comply with all of the Program's requirements or these terms and conditions. I/We also understand and accept that in the event of a default OSCIA has the right to terminate funding of my/our application and take any lawful remedy deemed appropriate and I/we understand that any factual misrepresentation or breach of condition of the Program shall result in the termination of benefits, civil liability may arise and OSCIA may request repayment of any monies paid to me/us under the Program. I/we agree to immediately comply with any remedial measure, including any demand for the return of funds. I/We further agree that any amount owing in the event of a default shall be deemed to be a debt to the Government of Canada.
- If the project is approved under the Program, I/we understand and accept that the proposed Project must be completed and operational, and a final project inspection completed, and the completed Claim Form and signed Conservation Agreement submitted to OSCIA Guelph by December 15. 2023. I/we understand that OSCIA may conduct a final inspection on the property. In addition to the events of default and remedial measures set out above, I/we accept that failure to do so will render the project approval null and void, and that I/we will not be eligible for funding on any portion of the project.
- 15. If the project is approved under the Program, I/we understand and accept that any notice regarding this Application Form shall be sufficiently given via email, to the email address specified in this Application Form.
- Conflict of Interest and Post-employment Code for the Public Service shall 16. If the project is approved under the Program, I/we understand and accept that all amendments to these terms and conditions must be made in writing and executed by both parties.
  - I/We understand that other information I/we provide on this form and supporting documentation may be used for the purposes of auditing, promotion, tracking environmental progress, modelling of agricultural related actions achieved by implementing the voluntary environmental improvement projects funded under the Program, or communication efforts.
  - provided to OSCIA may be subject to disclosure under the Freedom of Information and Protection of Privacy Act (Ontario) or the Access to Information Act (Canada) or pursuant to an order of a court or tribunal or pursuant to a legal proceeding.
  - 19. Notice to Collect Personal Information: Most information collected for this application is related to your business. However, supporting documentation, such as the Premises Identification Number Certificate, or confirmation of a religious Farm Business Registration Number exemption may contain personal information about identifiable individuals. The collection of any personal information in supporting documents is necessary to administer the Program. The information will be used to administer, evaluate, audit, verify and enforce the Terms and Conditions.
  - 20. If the project is approved under the Program, I/we understand that a follow up visit from the funding agent may happen in future and that information will be shared with the funding agent about the project.
- to any applicant for any damage or loss whatsoever, or howsoever arising, 21. If the project is approved under the Program, I/we understand that I/we will be required to sign a Conservation Agreement with ECCC before project funding can be released, in which I/we agree to maintain the funded activities for the length stated in the Agreement.