

# Sustainable Canadian Agricultural Partnership

Competitive. Innovative. Resilient

## THE CANADA-ONTARIO GRAPEVINE WINTER INJURY INITIATIVE (2021-2022) GUIDELINES

For interpretation of these Guidelines please see [section 10](#) of these Guidelines.

These Guidelines are effective as of August 9, 2023. These Guidelines are subject to change from time to time. Please consult AgriCorp's website at [agricorp.com](http://agricorp.com) or contact AgriCorp at 1-888-247-4999 to find out more about the Initiative and ensure you are using the most up-to-date Guidelines.

### 1. HOW TO APPLY

Canada and Ontario are, through AgriCorp, providing funding under AgriRecovery to assist eligible Producers to purchase Replacement Grapevines and offset Trunk Renewal costs to address losses sustained over the 2021-2022 winter.

Applicants must submit a request for funding using the Application Form.

Completed Application Forms **must** be submitted to the Administrator **no later than 11:59PM ET on Monday, August 21, 2023**. Application Forms submitted after this date **will not** be accepted under the Initiative.

Applicants can only apply to the Initiative once.

### 2. PURPOSE OF THE INITIATIVE

The purpose of the Initiative is to provide financial assistance to eligible Producers for the purchase of Replacement Grapevines and to offset Trunk Renewal costs associated with the extraordinary vine death and damage incurred during the winter of 2021/2022.

### **3. TERM OF THE INITIATIVE**

#### **3.1 When Initiative Begins Accepting Application Forms**

The Initiative will begin accepting Application Forms on July 10, 2023.

#### **3.2 When Initiative Stops Accepting Application Forms**

The Initiative will stop accepting Application Forms at 11:59PM ET on August 21, 2023.

### **4. FUNDING FOR THE INITIATIVE**

#### **4.1 Maximum Funding Available To A Recipient Under The Initiative**

A Participant is eligible to receive up to a maximum of one million dollars (\$1,000,000.00) under the Initiative.

#### **4.2 Amount And Source Of Funding For Initiative**

Up to five million dollars (\$5,000,000) has been allocated for the Initiative under the Program. Funding for the Program comes from the Sustainable CAP, which is based on a cost-share between Canada and Ontario. Canada will provide 60% of the funds for the Initiative and Ontario will provide 40% of the funds for the Initiative.

#### **4.3 Funding For Initiative Is On Cost-Share Basis**

Funding under the Initiative will be on a cost-share basis between Canada and Ontario as well as the Recipient. Canada and Ontario will pay seventy percent (70%) of the Eligible Costs and the Recipient will be required to pay the remaining thirty percent (30%) of the Eligible Costs.

### **5. OPERATION OF THE INITIATIVE**

#### **5.1 Eligible Costs And Ineligible Costs Under The Initiative**

##### **5.1.1 Eligible Costs Under The Initiative**

The following costs are eligible for the purposes of this Initiative:

- (a) Costs that were incurred on or after March 1, 2022;
- (b) Costs to purchase Replacement Grapevines; and
- (c) Trunk Renewal costs, but only if they include:
  - (i) Cutting plant away from the vine,
  - (ii) Cutting the trunk near the base,
  - (iii) Putting the vine in the middle of the row for removal, or

- (iv) Brush removal or shredding.

A Recipient must have evidence to support Replacement Grapevine purchases or orders and provide to the Ministry or any delegates upon request.

### **5.1.2 Ineligible Costs Under The Initiative**

The following costs are ineligible for the purposes of this Initiative:

- (a) Costs that were incurred before March 1, 2022; and
- (b) The cost of removing live vines.

## **5.2 Eligibility Requirements**

To be eligible to participate in the Initiative, an Applicant must meet the following requirements:

- (a) Be a Person;
- (b) Be a Producer;
- (c) Operated an Eligible Vineyard during the Crop Year;
- (d) Have experienced an Extraordinary Grapevine Winter Injury Loss Rate of Winter Injury Damage;
- (e) Have purchased or ordered Replacement Grapevines and have retained receipts or supporting documentation to support these costs;
- (f) Submit a completed Application Form to the Administrator in accordance with section 5.3 of these Guidelines;
- (g) Provide the Administrator with:
  - (i) Their CRA BN, or
  - (ii) Their SIN if the Applicant does not have a CRA BN and the Applicant is eligible to participate in the Initiative and receive an Initiative Payment; and
  - (iii) A valid FBRN for 2021 or 2022, or
    - i. One of the following alternatives to a valid FBRN:
      1. An order of the Tribunal exempting the Applicant from having to obtain a FBRN,
      2. A letter from the Indian Agriculture Program of Ontario verifying the Applicant's farm business operates within a "Reserve", as defined under the *Indian Act* (Canada),
      3. Income statements or other evidence acceptable to the Initiative Director demonstrating the annual gross income for the farming business for the 2021 FBRN program year was equal to or greater than \$7,000.00, or
      4. A gross farm income exemption under the Farm Property Class Tax Program;
- (h) Be in compliance with the following for its business operations at the time of applying to the Initiative:
  - (i) Environmental-related Requirements Of Law

- (ii) Labour-related Requirements Of Law
- (iii) Tax-related Requirements Of Law, and
- (iv) Material compliance with all other Requirements Of Law;
- (i) Disclose any financial assistance the Applicant has received from any federal-provincial-municipal sources meant to address the costs incurred that are covered by the Initiative, if requested;
- (j) Agree to be bound by the terms and conditions of the Initiative; and
- (k) Has not lost their eligibility to participate in this Initiative under section 5.6 of these Guidelines.

No Member of the House of Commons or the Senate is eligible to participate in the Initiative unless receiving an Initiative Payment directly or indirectly is permitted under the *Parliament of Canada Act* (Canada).

No individuals that are subject to the provisions of the following:

- (a) *Conflict of Interest Act, 2006* (Canada);
- (b) *Parliament of Canada Act* (Canada);
- (c) Conflict of Interest Code For Members of the House of Commons;
- (d) Ethics and Conflict of Interest Code for Senators;
- (e) Values and Ethics Code for Agriculture and Agri-Food Canada;
- (f) Value and Ethics Code for the Public Sector; or
- (g) Any other legislation or values or ethics codes applicable within provincial or territorial governments or specific organizations,

are eligible to participate in this Initiative unless receiving an Initiative Payment directly or indirectly is permitted under the Acts and values and ethics codes listed in paragraphs (a) to (g).

### **5.3 Waiver Of Eligibility Requirements**

The Initiative Director may waive one or more eligibility requirements set out under section 5.2 of these Guidelines, provided the Initiative Director is of the opinion that not providing such a waiver would create an unfair result for the Applicant making the waiver request. The Initiative Director may impose conditions on any waiver the Initiative Director may provide.

### **5.4 Applying To The Initiative**

Applicants **must** apply to the Initiative using an Initiative-Director-approved Application Form.

Applicants **must** ensure that their Application Form is fully completed before submitting it to the Administrator.

Producers must apply by providing and attesting to the following information to demonstrate Grapevine winter injury assistance need:

- Total number of Grapevines per acre;
- Total acreage per Category at the beginning of the Crop Year;
- Percentage or number of Dead Vines per Category due to Winter Injury Damage;
- Percentage or number of Damaged Vines requiring Trunk Renewal per Category due to Winter Injury Damage;
- Number of Replacement Grapevines purchased or ordered to replace Dead Vines due to Winter Injury Damage;
- Date(s) Replacement Grapevines were purchased or ordered;
- Whether they are in possession of the receipts or supporting documentation to support the purchases or orders of Replacement Grapevines; and
- Already have or will be replanting or retraining their vines.

Completed Application Forms **must** be submitted to the Administrator **no later than 11:59PM ET on August 21, 2023**. Application Forms submitted after this date **will not** be accepted under the Initiative.

Applicants can only apply to the Initiative once.

## **5.5 Calculating Initiative Payments**

Initiative Payments will be based on the extraordinary cost to purchase Replacement Grapevines and/or Trunk Renewal costs on a per vine basis, combining the information the Applicant provides in their Application Form and the following assumption:

- (a) The first three percent (3%) of Winter Injury Damage is the normal annual rate of loss for the sector and is therefore **not** eligible for compensation.

Initiative Payments will be for those losses of an Extraordinary Grapevine Winter Injury Loss Rate. The payment rate will be calculated as follows:

- (a) The Initiative Payment rate for Replacement Grapevines is one dollar and fifty cents (\$1.50) per vine.
  - (i) Grapevines eligible for replacement compensation include those that were damaged in 2022 and either died in 2022 or die by August 1, 2023
- (b) The Initiative Payment rate for Renewed Grapevines is eighty-eight cents (\$0.88) per vine.
  - (i) Grapevines eligible for trunk renewal compensation include those that were damaged in 2022 but survive as of August 1, 2023

The Initiative Payment calculation for Replacement Grapevines will be the product of one dollar and fifty cents (\$1.50) and the Applicant's reported number of purchased or ordered Replacement Grapevines.

The Initiative Payment calculation for Renewed Grapevines will be the product of eighty-eight cents (\$0.88) and the Applicant's reported number of Damaged Vines requiring Trunk Renewal that have survived as of August 1, 2023.

- (i) An Applicant can submit their claim for Damaged Vines requiring Trunk Renewal before August 1, 2023, however, the Applicant will be ineligible for replacement compensation for these same Grapevines if they should die after the Applicant submits an application and before August 1, 2023.

The total Initiative Payment calculation will be the sum calculations for Replacement Grapevines and Renewed Grapevines claimed. The highest claims will be paid first until the maximum payment per Participant is reached. For greater clarity, the order of payment will be as follows:

- (a) Payment for Replacement Grapevines; and
- (b) Payment for Renewed Grapevines.

A three percent (3%) deductible will apply to the Applicant's total reported Grapevines across all Categories to account for the normal annual rate of loss for the sector that is not eligible for compensation under this Initiative. This calculation will determine the Applicant's number of Maximum Eligible Replacement/Renewed Grapevines.

An Applicant is not eligible for an Initiative Payment for both Replacement Grapevines and Renewed Grapevines on the same Grapevines impacted by the cold weather event.

Initiative Payments will be calculated based on the following formulas:

Maximum Eligible Replacement/Renewed Grapevines

The maximum number of Dead or Damaged Vines for which an Applicant is eligible to receive Grapevine winter injury assistance under this Initiative will be calculated as follows:

For Replacement Grapevines:

$$((\text{Total number of Grapevines per acre} \times \text{Total acreage per Category at the beginning of the Crop Year}) \times \text{Percentage of Dead Vines per Category due to Winter Injury Damage}) - (\text{Total number of Grapevines per acre} \times \text{Total acreage per Category at the beginning of the Crop Year}) \times 0.03 \text{ [deductible]}$$

The number of purchased or ordered Replacement Grapevines **cannot** exceed this number.

For Renewed Grapevines:

$$((\text{Total number of Grapevines per acre} \times \text{Total acreage per Category at the beginning of the Crop Year}) \times \text{Percentage of Damaged Vines requiring Trunk Renewal per Category due to Winter Injury Damage}) - (\text{Total number of$$

Grapevines per acre x Total acreage per Category at the beginning of the Crop Year) x 0.03 [deductible]

The number of Renewed Grapevines **cannot** exceed this number.

Payment For Replacement Grapevines

The payment for Replacement Grapevines will be calculated as follows:

Number of Replacement Grapevines purchased or ordered x \$1.50

Payment For Renewed Grapevines

The payment for Renewed Grapevines will be calculated as follows:

Number of Damaged Vines requiring Trunk Renewal x \$0.88

Total Initiative Payment

The total Initiative Payment will be calculated as follows:

Payment for Replacement Grapevines + Payment for Renewed Grapevines

**Example Calculation**

The following is provided as an example calculation only.

An Applicant applies to the Initiative and provides the following information on their Application Form:

- (a) 20-acre vineyard, consisting of 20 acres of Vinifera Grapes and 1,210 Grapevines per acre, operated in 2021/2022.
- (b) Ten percent (10%) Dead Vines (damaged in 2022 and died in 2022, or died by August 1, 2023) due to Winter Injury Damage.
- (c) Five percent (5%) Damaged Vines (damaged in 2022 but survived as of August 1, 2023) due to Winter Injury Damage.
- (d) Purchased or ordered 1,694 Replacement Grapevines, and
- (e) Renewed 484 Damaged Vines requiring Trunk Renewal.

Maximum Eligible Replacement Grapevines

$$\begin{aligned} & (1,210 \times 20) \times 0.1 - (1,210 \times 20) \times 0.03 \\ & 24,200 \times 0.1 - 24,200 \times 0.03 \\ & 2,420 - 726 \\ & = 1,694 \text{ Replacement Grapevines} \end{aligned}$$

Maximum Eligible Renewed Grapevines

$$\begin{aligned} & (1,210 \times 20) \times 0.05 - (1,210 \times 20) \times 0.03 \\ & 24,200 \times 0.05 - 24,200 \times 0.03 \\ & 1,210 - 726 \\ & = 484 \text{ Renewed Grapevines} \end{aligned}$$

Payment For Replacement Grapevines

$$\begin{aligned} & 1,694 \times \$1.50 \\ & = \$2,541 \end{aligned}$$

Payment For Renewed Grapevines

$$\begin{aligned} & 484 \times \$0.88 \\ & = \$425.92 \end{aligned}$$

Total Initiative Payment

$$\begin{aligned} & \$2,541 + \$425.92 \\ & = \mathbf{\$2,966.92} \end{aligned}$$

## **5.6 Reconsideration And Review Of Administrator's Decision**

An Applicant, Participant or Recipient that is not satisfied with any decision made by the Administrator, that Applicant, Participant or Recipient may request the Administrator to reconsider the Administrator's decision.

The Applicant, Participant or Recipient is not, however, required to request the Administrator reconsider the Administrator's decision. The Applicant, Participant or Recipient may request the BRMRC directly review the Administrator's decision.

### **5.6.1 Reconsideration Of Administrator's Decision**

A reconsideration of the Administrator's decision will proceed as set out in sections 5.6.1.1 to 5.6.1.7 of these Guidelines.

#### **5.6.1.1 Time To Make Request For Reconsideration Of Administrator's Decision**

A request to have the Administrator reconsider the Administrator's decision will be filed, in writing, with the Administrator within thirty (30) Business Days or the Applicant, Participant or Recipient receiving the Administrator's decision.



### **5.6.1.2 Content Of Request Reconsideration Of Administrator's Decision**

A request for reconsideration of the Administrator's decision will contain the following information:

- (a) What the Applicant, Participant or Recipient wants the Administrator to reconsider; and
- (b) The reasons why the Applicant, Participant or Recipient believes the Administrator's decision is erroneous.

### **5.6.1.3 Reconsideration To Be In Writing**

The Administrator will only consider requests for reconsideration in writing.

### **5.6.1.4 Administrators Reconsideration Is Limited**

The Administrator's reconsideration is limited to what the Applicant, Participant or Recipient requested the Administrator to reconsider. The Administrator cannot reconsider any other part of its decision that the Applicant, Participant or Recipient has not requested to be reconsidered.

### **5.6.1.5 Additional Information**

The Administrator may request the Applicant, Participant or Recipient to provide additional information if the Administrator requires such additional information to reconsider the Administrator's decision.

### **5.6.1.6 Administrator's Powers On Reconsideration**

The Administrator may confirm or vary the Administrator's original decision as the Administrator considers appropriate.

### **5.6.1.7 Time To Make Reconsidered Decision**

The Administrator will make its reconsidered decision within:

- (a) Thirty (30) Business Days of receiving the Applicant, Participant or Recipient's request for reconsideration under section 5.6.1.2 of these Guidelines; or
- (b) Thirty (30) Business Days from receiving any additional information requested from the Applicant, Participant or Recipient under section 5.6.1.4 of these Guidelines.

## **5.6.2 Review Of Administrator's Decision**

A Review of an Administrator's original decision or reconsidered decision will proceed as set out in sections 5.6.2.1 to 5.6.2.6 of these Guidelines.

#### **5.6.2.1 Time To Make Review Request**

An Applicant, Participant or Recipient may request a Review of the Administrator's original decision or reconsidered decision within ninety (90) Calendar Days of receiving the Administrator's original decision or reconsidered decision, as the case may be.

The Chair of the BRMRC may extend the time in which a request for a Review is to be made if the Chair is satisfied there were extenuating circumstances beyond the control of the Applicant, Participant or Recipient and that those extenuating circumstances prevented the Applicant, Participant or Recipient from making a request for Review within ninety (90) Calendar Days.

#### **5.6.2.2 Manner Of Review**

A Review may be conducted in person or in writing.

#### **5.6.2.3 The Request For Review**

A request for review will be:

- (a) In writing;
- (b) Addressed to the Chair of the BRMRC;
- (c) Set out what part of the Administrator's original decision or reconsidered decision that Applicant, Participant or Recipient wants Reviewed; and
- (d) Set out whether the Review should be in person or in writing.

#### **5.6.2.4 Scope Of Review Is Limited**

The scope of the Review is limited to what the Applicant, Participant or Recipient requested on the Review, as set out under section 5.6.2.3(c) of these Guidelines. The BRMRC cannot Review any other part of the Administrator's original decision or reconsidered decision that the Applicant, Participant or Recipient has not requested to be Reviewed.

#### **5.6.2.5 Process Of Review**

The Review will be conducted in accordance with the BRMRC OIC and any rules of procedure that the BRMRC has established.

#### **5.6.2.6 Non-Binding Recommendation**

The BRMRC only has the power to make non-binding recommendations to the Administrator. The Administrator has the final decision.

The Chair of the BRMRC will provide a copy of the BRMRC's non-binding recommendations to:

- (a) The individual that made the original decision or the reconsidered decision on behalf of the Administrator; and
- (b) The Applicant, Participant or Recipient, as soon as possible after the BRMRC has made its non-binding recommendations.

### **5.6.3 Administrator's Final Decision**

The Administrator's final decision will proceed as set out in sections 5.6.3.1 to 5.6.3.4 of these Guidelines.

#### **5.6.3.1 Manner Of Final Decision**

The Administrator's final decision will be conducted in writing.

#### **5.6.3.2 Scope Of Final Decision Is Limited**

The scope of the Administrator's final decision is limited to what the Applicant, Participant or Recipient requested on the Review, as set out under section 5.6.2.3(c) of these Guidelines.

The Administrator is required to consider the recommendations made by the BRMRC when making its final decision. However, the Administrator is not bound to follow any recommendations made by the BRMRC.

#### **5.6.3.3 The Administrator's Final Decision**

The Administrator is required to make the Administrator's final decision within thirty (30) Business Days of receiving the recommendations from the Chair of the BRMRC. The Administrator's final decision must be in writing and include reasons as to why the Administrator made their final decision. The Administrator is required to provide a copy of the Administrator's final decision to the:

- (a) Applicant, Participant or Recipient; and
- (b) Chair of the BRMRC, within the same thirty (30) Business Days the Administrator is required to make its final decision.

#### **5.6.3.4 Administrator's Final Decision Is Final**

The Administrator's final decision is final. There are no other appeals from the Administrator's final decision.

## **5.7 Loss Of Eligibility**

### **5.7.1 Willful Submission Of False Or Misleading Information**

Any Applicant, Participant or Recipient that willfully submits false or misleading information under the Initiative will:

- (a) Not be eligible to participate in the Initiative or will have their eligibility to participate in the Initiative revoked as well as any longer time the Initiative Director decides is appropriate (i.e. could include future initiatives); and
- (b) Repay any Initiative Payments received under the Initiative.

### **5.7.2 Negligent Submission Of False Or Misleading Information**

Any Applicant, Participant or Recipient that acted in a negligent manner in allowing false or misleading information to be submitted under the Initiative:

- (a) May not be eligible to participate in the Initiative or may have their eligibility to participate in the Initiative revoked as well as any longer time the Initiative Director decides is appropriate (i.e. could include future initiatives); and
- (b) Will repay any Initiative Payment received because of that false or misleading information.

### **5.7.3 Abusive Toward Individuals Administering Initiative**

An Applicant, Participant or Recipient that is abusive toward any individual responsible for administering the Initiative will receive one written warning regarding their conduct from the Initiative Director. If the Applicant, Participant or Recipient continues with their abusive behaviour, they will lose their eligibility to participate in the Initiative or will have their eligibility to participate in the Initiative revoked. The Initiative Director may also revoke their eligibility to participate in any future initiatives for the immediately following year.

### **5.7.4 Debt Owing To Ontario Or Canada**

An Applicant, Participant or Recipient may be found to be ineligible to participate in the Initiative or have their eligibility to participate in the Initiative revoked if they:

- (a) Owe a debt to Ontario or Canada and does not have a repayment plan with Ontario or Canada, including any agents thereof; or
- (b) Are not in compliance with any repayment plan with Ontario or Canada, including any agents thereof.

### **5.7.5 Failure To Continue To Meet Eligibility Requirements Or Compliance With Requirements Of Law**

A Participant or Recipient may have their eligibility to participate in the Initiative revoked where they fail to:

- (a) Continue to meet the eligibility requirements set out under section 5.2 of these Guidelines while participating in the Initiative; or
- (b) Remain in compliance with the following for their business operations while participating in the Initiative:
  - (i) Environmental-related Requirements Of Law,
  - (ii) Labour-related Requirements Of Law,
  - (iii) Tax-related Requirements Of Law, or
  - (iv) Material compliance with all other Requirements Of Law.

#### **5.7.6 Failure To Comply With Certain Additional Terms And Conditions Of The Initiative**

A Participant or Recipient that fails to comply with the additional terms and conditions set out under sections 6.1 to 6.3 of these Guidelines may have their eligibility to participate in the Initiative revoked and may be required to repay any Initiative Payments received under the Initiative.

#### **5.8 Termination Of The Initiative**

The Program Administrator may terminate this Initiative at any time without prior notice. Where the Initiative is terminated, the following will apply:

- (a) A notice will be placed on the website that hosts these Guidelines setting out the date on which the Initiative is terminated; and
- (b) Any Application Forms submitted:
  - (i) Prior to the day on which the Initiative is terminated will, if eligible, be paid, and
  - (ii) After the day on which the Initiative is terminated will not be paid.

### **6. ADDITIONAL TERMS AND CONDITIONS FOR THE INITIATIVE**

#### **6.1 Provision Of Information**

An Applicant, Participant or Recipient will provide, as the case may be, any information that is requested by Ontario or Canada as soon as practicable after the request has been made and no later than the date set out in the request.

#### **6.2 Record-Keeping Requirements**

A Recipient will keep all financial information related to any Initiative Payment for a period of seven (7) years after the Initiative Payment was provided to the Recipient.

#### **6.3 Audit**

Ontario or Canada, including any of their delegates, may, upon providing at least 24 hours' notice beforehand, conduct an audit of an Applicant, Participant or Recipient in relation to the Initiative. The Applicant, Participant or Recipient will provide reasonable assistance to Ontario or Canada, as the case may be, including:

- (a) Access to any Person, place or thing required for auditing purposes as soon as is practicable after the request is made and no later than the date set out in the request;
- (b) Allowing for the inspection of any records that relate to the Initiative Payment;
- (c) Allowing for the copying of any records that relate to the Initiative Payment; and
- (d) The taking of pictures and other recordings.

A Recipient must have receipts or supporting documentation to support any Replacement Grapevine purchases or orders claimed and provide to the Ministry or any delegates upon request.

For Producers that participate in the Production Insurance Plan, Agricorp may access information or records in its possession pertaining to the Producer's farm operations for the purpose of verifying and auditing the information provided by the Applicant on the Application Form.

Agricorp may determine at its sole discretion what constitutes a high claim. For claims that exceed this high claim threshold, Agricorp may conduct additional verification and auditing activities to assess the claim.

## **6.4 General**

### **6.4.1 Applying To The Initiative Does Not Create Right To Participate In The Initiative**

Applying to the Initiative does not create a legal, equitable or other right to participate in the Initiative.

### **6.4.2 Participating In The Initiative Does Not Create Right To Receive An Initiative Payment**

Participating in the Initiative does not create a legal, equitable or other right to receive an Initiative Payment.

### **6.4.3 Initiative Payments May Be Pro-Rated**

Any Initiative Payments a Participant may be eligible to receive under this Initiative may be pro-rated in the event there are insufficient funds to make full payments under this

Initiative. The Initiative Director will determine if there are sufficient funds as well as any rate of proration that is to be made.

#### **6.4.4 No “Stacking” Of Initiative Payments**

A Recipient will not “stack” any Initiative Payment under this Initiative with other federal, provincial or municipal payments so that the Recipient receives more than one hundred percent (100%) of the costs caused by the cold weather event in 2021/2022. If a Recipient receives payments that provide more than one hundred percent (100%) coverage, any payment above the one hundred percent (100%) amount will be deemed to be an Overpayment for the purposes of this Initiative and will be recovered in accordance with section 8 of these Guidelines.

#### **6.4.5 Initiative Payment Is Not Revenue For Purposes Of AgriInvest**

An Initiative Payment is not considered revenue for the purposes of AgriInvest.

#### **6.4.6 Initiative Payment Is Income For Purposes Of AgriStability**

An Initiative Payment is considered to be income for the purposes of AgriStability.

#### **6.4.7 Initiative Payment Is Income For Tax Purposes**

An Initiative Payment is income for the purposes of the *Income Tax Act* (Canada).

#### **6.4.8 No Assignment Of Initiative Payments**

An Applicant, Participant or Recipient will not assign any Initiative Payments they may be eligible to receive to another Person.

#### **6.4.9 Initiative Payments Are Part Of A Social Or Economic Program**

Initiative Payments being provided under this Initiative are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

#### **6.4.10 Payment Is For One Claim**

A Participant acknowledges they will be eligible to receive a Payment for only one claim. All Grapevines accepted for coverage will be covered under one claim with AgriCorp. If the Applicant should submit for coverage some or all the Grapevines under more than one claim, the Participant will be deemed to have submitted all the Grapevines under one claim.

#### **6.4.11 Ontario And Applicable Federal Laws Govern**

The rights and obligations under the Initiative will be governed by Ontario law and applicable federal laws of Canada.

#### **6.4.12 Ontario Courts To Have Exclusive Jurisdiction**

Except as otherwise provided in these Guidelines, Ontario's courts will have exclusive jurisdiction over any dispute arising under the Initiative.

### **7. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION UNDER THE INITIATIVE**

#### **7.1 Collection Of Limited Personal Information**

The collection of certain limited Personal Information is necessary for the proper administration of the Initiative and is authorized by the Minister's Order.

#### **7.2 Use And Disclosure Of Social Insurance Number (SIN)**

If a Recipient is eligible to receive an Initiative Payment and is a sole proprietor, partner in a partnership or a member of an unincorporated entity without a CRA BN, as a condition for receiving an Initiative Payment they will consent to the use and disclosure of this Personal Information collected under the Initiative for the purposes of enforcing the terms and conditions of the Initiative, including:

- (a) Confirming the Recipient paid any applicable taxes on the Initiative Payment;
- (b) Conducting audits; and
- (c) Collecting any Overpayment or any other debt owing to Ontario or Canada arising prior to the Recipient's participation in the Initiative.

#### **7.3 Collection of Additional Personal Information Voluntary**

An Applicant will be asked to provide certain demographic information, such as whether Indigenous Persons, women and/or youth (namely, forty years old or younger) have an ownership interest in the Applicant. Providing this information is voluntary. Should the Applicant decline to provide this information, they will still be eligible to participate in the Initiative. The responses to the questions will have no impact on the assessment of an Applicant's Application Form. An Applicant may withdraw their consent at any time and the Ministry will not share the demographic information after the consent has been withdrawn.

#### **7.4 Use and Disclosure of Additional Personal Information**

The Personal Information referred to in paragraph 7.3 will be shared with Canada and will be used for the purpose of improving access to the Sustainable CAP and addressing



barriers to accessing Initiatives under the Sustainable CAP for underrepresented and marginalised groups.

## **7.5 Freedom of Information and Protection of Privacy Act**

Certain information provided under the Initiative may, with the exception of a Recipient's SIN, be subject to disclosure under the *Freedom of Information and Protection of Privacy Act* or the *Access to Information Act* (Canada). Information may also be disclosed by order of a court or tribunal, pursuant to a legal proceeding or as otherwise authorized or required by law.

## **8. COLLECTION OF DEBTS**

### **8.1 Collection Of Existing Debt**

In the event a Participant owes a debt to Ontario or Canada and is eligible to receive an Initiative Payment, that Initiative Payment may be set-off against the debt that the Participant owes to Ontario or Canada.

### **8.2 Overpayments**

Any Recipient that receives an Overpayment owes a debt to Ontario and Canada. The Recipient will repay that debt to Ontario in accordance with any directions the Administrator issues to the Recipient.

### **8.3 Interest**

Ontario may charge interest on Ontario's portion of any Overpayment at the rate that Ontario charges for accounts receivable.

Canada may charge interest on Canada's portion of any Overpayment at the rate that Canada charges for accounts receivable.

### **8.4 Termination Of Initiative Does Not Affect Requirement To Repay Overpayment**

The termination of the Initiative **does not** affect a Recipient's obligation to repay any Overpayment made under the Initiative.

## **9. GENERAL**

### **9.1 Authority For Initiative**

The authority for the Initiative comes from the Sustainable CAP and Minister's Order.

## 9.2 Conflict Resolution

In the event of a conflict or omission between:

- (a) The Application Form and the Guidelines, the Guidelines will prevail; and
- (b) The Guidelines and the Minister's Order, the Minister's Order will prevail.

## 9.3 Amending Guidelines

The Program Administrator may amend these Guidelines at any time without prior notice. Any amendments to these Guidelines will be posted on the same website as where these Guidelines was originally posted. Any amendments to these Guidelines will not have a retroactive effect.

## 9.4 Errors And Omissions Accepted

Applicants, Participants and Recipients accept any errors and/or omissions that may be in these Guidelines.

# 10. INTERPRETATION OF GUIDELINES

## 10.1 Definitions

For the purposes of these Guidelines, the terms set out this section 10.1 of these Guidelines will have the meanings herein, unless the context indicates otherwise.

**“Administrator”** means AgriCorp, a Crown Agent established under the *AgriCorp Act, 1996*.

**“AgrilInvest”** means the program continued under Ontario Minister's Order 0002/2023.

**“AgrilInsurance”** means the program continued under Annex “A” of Ontario Minister's Order 0003/2023.

**“AgriStability”** means the program continued under Ontario Minister's Order 0001/2023.

**“Applicant”** means a Person who has applied to participate in the Initiative.

**“Application Form”** means the Ministry-approved document the Applicant submits to apply to the Initiative.

**“BRMRC”** means the Ontario Business Risk Management Review Committee, as established under the BRMRC OIC.

**“BRMRC OIC”** means Ontario Order-in-Council 1460/2018.

**“Business Day”** means any working day, Monday to Friday, inclusive, but excluding statutory and other holidays and any other day in which the Ministry has elected to be closed for business.

**“Calendar Day”** means any day, Monday to Sunday, inclusive, including statutory and other holidays and any other day in which the Ministry has elected to be closed for business.

**“Canada”** means His Majesty the King in Right of Canada and includes any successor, whether it is His Majesty the King or Her Majesty the Queen.

**“Category”** means Grapes of the Vinifera, Labrusca or hybrid varieties.

**“Cold/Winter Injury”** means the death or damage to some part of the vine by low temperatures.

**“CRA BN”** means the Canada Revenue Agency Business Number the Canada Revenue Agency issues to businesses for tax purposes.

**“Crop Year”** means November 1, 2021, to November 1, 2022.

**“Damaged Vine”** means a Grapevine that is dead to the ground due to Cold/Winter Injury but has several healthy suckers growing from the base.

**“Dead Vine”** means a Grapevine that is dead due to Cold/Winter Injury to the extent that 90 per cent of its growth above the ground is dead and the graft does not produce scion growth, meaning no opportunity exists to re-establish the vine as a viable production unit.

**“Eligible Vineyard”** means an Ontario vineyard of at least 5 acres of eligible vines in any Category that was growing grapes for commercial purposes during the Crop Year. Vines must have been planted in suitable conditions and Good Farm Management Practices have been followed.

**“Extraordinary Grapevine Winter Injury Loss Rate”** means Dead Vines and/or Damaged Vines representing more than three percent (3%) of the Producer’s entire acreage by grape Category.

**“FBRN”** means a farming business registration number issued under the *Farm Registration and Farm Organizations Funding Act, 1993*.

**“Good Farm Management Practices”** means the practices defined as such in Section I: Definitions of the “Contract of Insurance – General Terms” for Production Insurance.

**“Grapes”** means all processing and fresh varieties of grapes.

**“Grapevine”** means vines grown for the production of grapes, including the Labrusca, Vinifera and hybrid varieties.

**“Guidelines”** means this document, as it may be amended from time to time.

**“Initiative”** means the Canada-Ontario Grapevine Winter Injury Initiative (2021-2022).

**“Initiative Director”** means the Director of the Ministry’s Farm Finance Branch – Policy Division and includes any acting Director of the Ministry’s Farm Finance Branch – Policy Division as well as any successor position.

**“Initiative Payment”** means the direct or indirect provision of money to a Recipient under the Initiative.

**“Maximum Eligible Replacement/Renewed Grapevines”** means the maximum number of Dead or Damaged Vines for which an Applicant is eligible to receive Grapevine winter injury assistance under this Initiative.

**“Minister’s Order”** means Ontario Minister’s Order 0004/2023.

**“Ministry”** means the Ontario Ministry of Agriculture, Food and Rural Affairs.

**“Ontario”** means His Majesty the King in Right of Ontario and includes any successor, whether it is His Majesty the King or Her Majesty the Queen.

**“Overpayment”** means an Initiative Payment to which the Recipient:

- (a) Was not eligible to receive at the time the Recipient received the Initiative Payment; or
- (b) Ceases to be eligible to receive at any time after the Recipient received the Initiative Payment.

**“Overwintering Period”** means the period from November 1, 2021, to March 1, 2022.

**“Participant”** means a Person who has been accepted to participate in the Initiative.

**“Person”** includes:

- (a) A sole proprietorship;
- (b) A corporation;
- (c) A partnership; and
- (d) An unincorporated association.

**“Personal Information”** means as defined in section 2 of the *Freedom of Information and Protection of Privacy Act*.

**“Producer”** means a Person who produces Grapes. A Person will not be considered a “Producer” unless that Person is an active grower and has marketed wine processing grapes or late harvest juice within the past two years or is a new commercial grower with young vineyard plantings that will reach mature production within 2 years.

**“Production Insurance”** means a program that protects Ontario producers from yield reductions and crop losses caused by factors beyond their control, including adverse weather, disease, pests, wildlife or other uncontrollable natural perils.

**“Production Insurance Plan”** means the grapes and Grapevine Production Insurance plan, which provides production loss coverage for grapes if an insured peril causes a reduction in quality. It also includes the optional Fruit Tree and Grape Vine Rider Coverage, which provides insurance against Grapevine mortality caused by an insured peril.

**“Program”** means AgriRecovery, as continued under the Ontario Minister’s Order.

**“Program Administrator”** means the Assistant Deputy Minister – Policy Division of the Ministry and includes any acting Assistant Deputy Minister – Policy Division of the Ministry as well as any successor position.

**“Recipient”** means a Participant that is eligible to receive or has received an Initiative Payment.

**“Replacement Grapevines”** means a Grapevine purchased or ordered for the purpose of replacing Dead Vines.

**“Renewed Grapevines”** means a Damaged Vine that has undergone Trunk Renewal.

**“Requirements Of Law”** means statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions, directives and agreements.

**“SIN”** means Social Insurance Number.

**“Sustainable CAP”** means the Sustainable Canadian Agricultural Partnership – A Federal-Provincial-Territorial Framework Agreement on Agriculture, Agri-Food and Agri-Based Products Policy”, signed by Ontario on March 1, 2023, with an overall effective date of April 1, 2023.

**“Tribunal”** means the Agriculture, Food and Rural Affairs Appeal Tribunal, as continued under the *Ministry of Agriculture, Food and Rural Affairs Act*.

**“Trunk Renewal”** means activities related to rejuvenating Grapevines with Winter Injury Damage including cutting and removing the dead trunk and training suckers to become a new trunk.

**“Winter Injury Damage”** means the Cold/Winter Injury incurred during the Overwintering Period.

## 10.2 Interpretation Of Guidelines

For the purposes of interpreting these Guidelines:

- (a) Words in the singular include the plural and vice versa;
- (b) The headings do not form part of these Guidelines – they are for reference purposes only and will not affect the interpretation of these Guidelines;
- (c) Any reference to dollars or currency will be to Canadian dollars and currency, unless indicated otherwise;
- (d) Any reference to a statute means a statute of the Province of Ontario, unless indicated otherwise;
- (e) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended and to any statute or regulations that may be passed or made that have the effect of supplanting or superseding that statute or regulation, unless indicated otherwise;
- (f) Any reference to an Order-in-Council is a reference to that Order-in-Council as it may be amended and to any Order-in-Council that has the effect of supplanting or superseding that Order-in-Council, unless indicated otherwise;
- (g) Any reference to a Minister’s Order is a reference to that Minister’s Order as it may be amended and to any Minister’s Order that has the effect of supplanting or superseding that Minister’s Order, unless indicated otherwise;
- (h) All accounting terms used herein will be interpreted in accordance with the Generally Accepted Accounting Principles used in Canada; and
- (i) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

