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**2021 CANADA-ONTARIO TRANSPORTED FEED  
AGRIRECOVERY INITIATIVE**

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## I. INTERPRETATION

### 1.1 Interpretation

For the purposes of interpreting this Guidelines:

- (a) Words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Guidelines; they are for reference purposes only and will not affect the interpretation of this Guidelines;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of this Agreement provides otherwise;
- (g) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

### 1.2 Definitions

For the purpose of this Guidelines, the terms below will have the following meanings:

“**Administrator**” means AgriCorp, a Crown Agent established under the *AgriCorp Act, 1996*, which will be responsible for delivering this Initiative and includes any other entity that may succeed AgriCorp as well as any authorized agents of the Administrator.

“**Applicant**” means a person who applies to this Initiative.

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

“**BRMRC OIC**” means Order in Council 1460/2018, as it may be amended from time to time.

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

“**Canada**” means Her Majesty the Queen in Right of Canada.

“**CRA BN**” means the business number Canada Revenue Agency issued to the Applicant pursuant to the *Income Tax Act (Canada)*.

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

“**Federal Minister**” means the Minister of Agriculture and Agri-Food Canada, or any such other Minister who may be designated from time to time as the responsible Minister in relation to the Initiative in accordance with the *Parliament of Canada Act (Canada)* and includes any delegate of the Minister.

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

“**Initiative**” means the 2021 Canada-Ontario Transported Feed AgriRecovery Initiative, as established pursuant to the Program.

“**Initiative Director**” is the same person as the “Program Operator”, as that term is defined in the Provincial Minister’s Order, and for greater clarity means the Director of the Provincial Ministry’s Farm Finance Branch – Policy Division and includes any acting Director of the Provincial Ministry’s Farm Finance Branch – Policy Division as well as any successor position.

“**Livestock**” means all breeding stock and replacement breeding stock of all farmed ruminants, camelids and equine.

“**Minister**” means the Minister of Agriculture, Food and Rural Affairs, or any such Minister who may be designated from time to time as the responsible Minister in relation to the Program in accordance with the *Executive Council Act*, and includes any delegate of the Minister.

“**Ministry**” means the ministry of the Minister.

“**Minister’s Order**” means Minister’s Order 0004/2018, as amended, which established the Program.

“**Northwestern Ontario**” means the Districts of:

- (a) Rainy River;
- (b) Kenora; and
- (c) Thunder Bay.

“**Ontario**” means Her Majesty the Queen in Right of Ontario, unless the context indicates otherwise.

“**Overpayment**” means any Payment which the Recipient is not entitled to receive at the time the Payment was made (through administrative error or otherwise) or to which the Recipient ceases to be eligible to receive at any time after the Payment was made.

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

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**“Payment”** means the total payment available to a Participant.

**“Person”** includes:

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

**“Premises ID”** means a unique identification number assigned by Ontario to a parcel of land pursuant to Minister’s Order 0002/2018.

**“Producer”** means a Person who produces Livestock.

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

**“Provincial Minister”** means the Minister of Agriculture, Food and Rural Affairs, or any such other Minister who may be designated from time to time as the responsible Minister in relation to the Initiative in accordance with the *Executive Council Act* and includes any delegate of the Minister.

**“Provincial Ministry”** means the ministry of the Provincial Minister.

**“Recipient”** means a Person who received a Payment under this Initiative.

**“Requirements Of Law”** means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, guidelines, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions, agreements, as they may be amended from time to time, with all authorities that now or at any time hereafter may relate to the Applicant/Participant/Recipient’s business operations, this Initiative, or both.

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

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

### **1.3 Purpose Of The Initiative**

The purpose of this Initiative is to provide immediate emergency support/relief to Producers in Northwestern Ontario who have incurred extraordinary costs to source feed or transport Livestock arising from drought conditions (i.e. low rainfall and above-seasonal temperatures) since June of 2021.

## **II. TERM OF THE INITIATIVE**

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## **2.1 Commencement Of The Initiative**

This Initiative will commence on September 16, 2021.

## **2.2 End Of The Initiative**

This Initiative will end on December 31, 2022.

## **2.3 Termination Of The Initiative**

The Program Administrator may terminate this Initiative at any time. If this Initiative is going to be terminated, the following will occur:

- (a) A notice will be posted where this Guidelines is posted indicated the Initiative has been terminated and the date of its termination; and
- (b) Any Payments owing under this Initiative will be paid.

# **III. FUNDING FOR THE INITIATIVE**

## **3.1 Funding For Initiative**

Funding for this Initiative comes from the Program. Up to ten million two hundred and ninety five thousand dollars (\$10,295,000) will be provided under this Initiative.

## **3.2 Funding Is Cost-Shared**

Payment calculations reflect a cost-shared model where the government will pay for seventy per cent (70%) of extraordinary costs associated with sourcing feed or transporting Livestock arising from drought conditions.

Funding will be provided on a cost shared basis where Ontario will provide forty per cent (40%) and Canada will provide sixty per cent (60%) of the Funding for this Initiative.

## **3.3 Maximum Cap On Funding**

Each Participant is eligible to receive up to a maximum of six hundred thousand dollars (\$600,000.00) in total support under this Initiative.

# **IV. ELIGIBILITY REQUIREMENTS UNDER THE INITIATIVE**

## **4.1 Eligibility Requirements**

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

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- (a) Be a Person;
  - (b) Apply to this Initiative using an Administrator-approved application form;
  - (c) Submit a completed application to the Administrator by 11:59pm on Monday, November 1, 2021;
  - (d) Provide the Administrator with:
    - (i) The Applicant's CRA BN, or
    - (ii) The Applicant's SIN if the Applicant does not have a CRA BN and the Applicant is eligible to receive a Payment under this Initiative;
  - (e) Provide the Administrator with:
    - (i) A valid FBRN for 2020 or 2021, or
    - (ii) One of the following alternatives to a valid FBRN:
      - (a) An order of the Tribunal exempting the Applicant from having to obtain a FBRN,
      - (b) 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),
      - (c) Income statements or other evidence acceptable to the Initiative Director demonstrating the annual gross income for the farming business for the 2020 FBRN program year was equal to or greater than \$7,000.00, or
      - (d) A gross farm income exemption under the Farm Property Class Tax Rate Program;
  - (f) Have a valid Premises ID for property located in Northwestern Ontario;
  - (g) Produce Livestock;
  - (i) If required, disclose any financial assistance the Applicant has received from any federal-provincial-municipal source meant to address the costs incurred that are covered by this Initiative;
  - (j) Agree to be bound by the terms/conditions of this Initiative, as set out in this Guidelines and the Minister's Order;
  - (k) Be in compliance with and agree to remain in compliance with all Requirements Of Law while participating in this Initiative; and
  - (l) Have not lost its eligibility to participate in this Initiative under section 4.3 of this Guidelines.

## **4.2 Waiver Of Eligibility Requirements**

The Initiative Director may waive one or more eligibility requirements set out under section 4.1 of this 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.

## **4.3 Loss Of Eligibility Under Initiative**

An Applicant/Participant/Recipient may lose its eligibility to participate in this Initiative if one or more of the situations set out in this section 4.3 of the Guidelines arises.

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

An Applicant/Participant/Recipient that willfully submits false or misleading information under this Initiative:

- (a) May have its eligibility to participate, or continue participating, in this Initiative revoked for the remainder of this Initiative; and
- (b) Will repay any Payments received under this Initiative.

The Initiative Director will be responsible for determining whether an Applicant/Participant/Recipient has willfully submitted false or misleading information under this Initiative. The Initiative Director will also be responsible for making any decisions pursuant to section 4.3.1(a) of these Guidelines.

#### **4.3.2 Submission Of False Or Misleading Information**

An Applicant/Participant/Recipient that submits false or misleading information under this Initiative or is found to have acted in a negligent manner in regards to allowing false or misleading information to be submitted under this Initiative:

- (a) May have its eligibility to participate, or continue participating, in this Initiative revoked for the remainder of this Initiative; and
- (b) Will repay any Payments received under this Initiative.

The Initiative Director will be responsible for determining whether an Applicant/Participant/Recipient has submitted false or misleading information under this Initiative or acted in a negligent manner regarding allowing false or misleading information to be submitted under this Initiative. The Initiative Director will also be responsible for making any decisions pursuant to section 4.3.2(a) of this Guidelines.

#### **4.3.3 Abusive Or Offensive Behaviour**

An Applicant/Participant/Recipient who acts in an abusive or offensive manner toward any person responsible for administering or delivering this Initiative will receive one written warning about its conduct. If the Applicant/Participant/Recipient continues with its abusive or offensive conduct, the Applicant/Participant/Recipient may lose its eligibility to participate, or continue participating, in this Initiative for the remainder of the Initiative.

The Initiative Director will be responsible for determining whether an Applicant/Participant/Recipient's behaviour is abusive or offensive. The Initiative Director will also be responsible for determining whether an Applicant/Participant/Recipient should lose its eligibility to participate, or continue participating, in this Initiative.

#### **4.3.4 Non-Compliance With Providing Information Or Participating In Audits**

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An Applicant/Participant/Recipient who does not comply with a request for information or refuses to participate in any audits conducted under this Initiative:

- (a) Where the non-compliance relates to the processing of a potential Payment under this Initiative; the Applicant/Participant:
  - (i) Will not have a Payment issued under this Initiative until such information is provided; and
  - (ii) May have its eligibility to participate, or continue participating, in this Initiative revoked for the remainder of this Initiative; or
- (b) Where the non-compliance relates to participating in an audit under this Initiative; the Participant/Recipient:
  - (i) May have its eligibility to participate, or continue participating, in this Initiative revoked for the remainder of this Initiative; and
  - (ii) Will repay any Payments received under this Initiative.

The Initiative Director will be responsible for determining whether an Applicant/Participant/Recipient has failed to comply with a request to submit information or participate in an audit under this Initiative. The Initiative Director will also be responsible for making decisions pursuant to sections 4.3.4(a) and 4.3.4(b) of this Guidelines.

#### **4.3.5 Debt Owed To The Crown**

An Applicant/Participant/Recipient may be found to be ineligible to participate in this Initiative where the Applicant/Participant/Recipient:

- (a) Owes a debt to the Crown and is not in a repayment plan with the Crown or an agent of the Crown in relation to that debt; or
- (b) Is not in compliance with a repayment plan that the Applicant/Participant/Recipient has with the Crown or an agent of the Crown in relation to that debt.

## **V. OPERATION OF THE INITIATIVE**

### **5.1 Payment Conditions**

#### **5.1.1 Participating In Initiative Does Not Create Right To Payment**

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

#### **5.1.2 Payments May Be Pro-Rated**

Any 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, in consultation with federal government officials, will determine whether there are sufficient funds as well as any rate of proration that is to be made.

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### **5.1.3 Payment Is Income For AgriStability**

Any Payment a Recipient receives under this Initiative is considered income for the purposes of AgriStability and will be recorded as such.

### **5.1.4 Payment Is Income For Tax Purposes**

Any Payment a Recipient receives under this Initiative is considered income for the purpose of the *Income Tax Act* (Canada).

### **5.1.5 No Assignment Of Payments**

Payments under this Initiative cannot be assigned to another person.

### **5.1.6 Retention Of Records Relating To Payment**

A Recipient will retain all records relating to a Payment received under this Initiative for a period of seven (7) years after the Payment was received.

### **5.1.7 No “Stacking” Of Financial Assistance**

A Recipient will not “stack” federal-provincial-municipal payments or payments received through industry-led, government funded programs so that the Recipient receives more than 100% of costs incurred as a result of the 2021 drought conditions. A Recipient must inform the Administrator if they receive assistance from any other sources including payments from industry organizations. In the event a Recipient receives payments that provide more than 100% coverage for any drought-related costs, any costs above 100% coverage shall constitute an Overpayment for the purposes of this Initiative and will be recovered in accordance with the terms and conditions set out under these Guidelines.

### **5.1.8 Payment Part Of A Social Program**

A Recipient acknowledges and agrees that any Payment made under this Initiative is provided in connection with a social or economic policy and this Initiative is a social or economic program.

## **5.2 Payments for Transported Feed Assistance**

Payments for transported feed assistance will be based on modeled feed need for an Applicant, combining information provided by the Applicant and the following assumptions found in 5.2.2.

### **5.2.1 Transported Feed Assistance Applications**

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Producers must apply by providing and attesting to the following information to demonstrate feed need:

- Number and species of eligible Livestock;
- Hay and pasture acreage available to the Applicant;
- Standard and dry weather yields of said hay acreage;
- Hay purchased for the 2021 feeding period; and
- Hay obtained from the Beef Farmers of Ontario.

### **5.2.2 Transported Feed Assistance Assumptions**

All Applicants will have the following assumptions applied to calculations for their transported feed assistance;

- Cows consume 43 pounds of hay per day
- Transported hay is \$0.14 per pound

### **5.2.3 Total Transported Feed Assistance Payment Calculation**

The transported feed assistance payment calculation will be the difference between feed need and feed available, where

- Total feed need is the number of head times 43 lbs per day times 365 days for cows
- Feed available is the sum of
  - Hay grown, calculated by total hay and pasture times the dry weather yield, and
  - Hay obtained from the Beef Farmers of Ontario.

### **5.2.4 Maximum Transported Feed Assistance Payment**

The maximum transported feed assistance Payment is as follows:

	<b>Maximum Payment (per head)</b>
Cattle	\$220.00
Bison	\$148.37
Elk	\$66.51
Equine	\$143.26
Alpacas & Llamas	\$28.14
Deer	\$30.70
Sheep & Goats	\$23.02

### **5.2.5 Transported Feed Assistance Payment Distribution**

Any transported feed assistance payment will be provided in two halves. Each payment will be fifty percent (50%) of the total feed assistance payment.

In order to be eligible to receive the second transported feed need payment, a Participant must submit an overwinter claim form attesting that they are feeding cattle overwinter to the Administrator by January 31, 2022.

## 5.2.6 Example Transported Feed Assistance Payment

		Producer Supplied	Calculated
Number of Head	A	100	
Feed Need (lb)	$G = A * 43 * 365$		1,569,500
Number of Hay & Pasture Acres	B	400	
Standard Yield (/ton)	C	2.2	
Dry Weather Yield (/ton)	D	1.5	
Hay Purchased (lb)	E	50,000	
Hay Obtained from BFO (lb)	F	20,000	
Feed Available (lb)	$H = B * D * 2000 + F$		1,220,000
Payment	$I = G - H, \text{ max } 220$		22,000

In this example, first transported feed need payment would be \$11,000 (half the \$22,000 feed need) and the second transported feed need payment would be \$11,000 (half the \$22,000 feed need).

## VI REQUEST FOR RECONSIDERATION UNDER THE INITIATIVE

Where an Applicant/Participant/Recipient is of the view that the Administrator did not correctly apply the Initiative rules in the processing of and decision-making regarding the application, that Applicant/Participant/Recipient may request:

- The Administrator to reconsider its decision; and/or
- Make a written request to the BRMRC to conduct a review of the Administrator's decision, whether that decision is the Administrator's original decision or the Administrator's reconsideration of the Administrator's original decision.

### 6.1 Process For Internal Reconsideration Of Decision By The Administrator

Any request for reconsideration of a decision by the Administrator will be made to the Administrator in accordance with section 6.1 to 6.1.3 of this Guidelines. Any reconsideration of a decision the Administrator may make will be made in accordance with sections 6.1.4 to 6.1.5 of this Guidelines.

#### 6.1.1 Time To Make Request For Reconsideration

Where an Applicant/Participant/Recipient is not satisfied with the Administrator's decision, the Applicant/Participant/Recipient may request, in writing, the Administrator to reconsider the decision within thirty (30) days of receiving the Administrator's decision.

#### 6.1.2 Content Of Request For Reconsideration

Any request to have the Administrator reconsider a decision will set out the part of the Administrator's decision that the Applicant/Participant/Recipient wants the Administrator

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to reconsider. It will also include a brief description of the reasons why the decision should be reconsidered.

### **6.1.3 No Requirement To Ask Administrator To Reconsider Decision**

An Applicant/Participant/Recipient is not required to ask the Administrator to reconsider its decision before asking the BRMRC to review the Administrator's decision. The Applicant/Participant/Recipient may ask the BRMRC to review the Administrator's original decision, provided the Applicant/Participant/Recipient follows the process set out in section 6.2 of this Guidelines.

### **6.1.4 Timeline In Which Administrator Will Make Reconsideration Decision**

The Administrator will render its decision on a request for reconsideration and provide it to the Applicant/Participant/Recipient within thirty (30) Business Days of receiving the request for reconsideration. In the event the Administrator fails to meet this deadline, the original Administrator's decision is deemed to be confirmed and the Applicant/Participant/Recipient may request the BRMRC review that decision.

### **6.1.5 Reasons For Decision**

The Administrator will provide reasons, in writing, to the Applicant/Participant/Recipient on any request the Applicant/Participant/Recipient makes to have the Administrator reconsider its original decision.

## **6.2 Requests For Review By Business Risk Management Review Committee**

Any request for a review of a decision made by the Administrator will be made to the BRMRC in accordance with this section 6.2 of the Guidelines. Any review conducted by the BRMRC will be made in accordance with section 6.3 of this Guidelines. The Administrator will make a final decision in accordance with section 6.4 of this Guidelines.

### **6.2.1 Time To Make Request For Review**

Where an Applicant/Participant/Recipient is not satisfied with the Administrator's decision, whether that decision is the Administrator's original decision or the Administrator's reconsideration of its original decision, the Applicant/Participant/Recipient may request, in writing, the BRMRC to reconsider the decision within ninety (90) Business Days of receiving the Administrator's original or reconsidered decision.

### **6.2.2 Content Of Request For Review**

Any request to have the BRMRC review the Administrator's decision, whether that decision is the Administrator's original decision or the Administrator's reconsideration of its original decision, must be in writing and will include:

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- (a) The part of the Administrator's decision the Applicant/Participant/Recipient wants the BRMRC to review;
  - (b) The grounds on which the Applicant/Participant/Recipient intends to rely upon before the BRMRC; and
  - (c) The information and documentation the Applicant/Participant/Recipient intends to rely upon before the BRMRC.

### **6.2.3 Whom To Make Request For Review**

Where an Applicant/Participant/Recipient wants to request the BRMRC review a decision made by the Administrator, the Applicant/Participant/Recipient will provide the request for review to the Agricultural Information Contact Centre. Upon receipt of a written request for review, the Agricultural Information Contact Centre will forward the request for review to the BRMRC within fifteen (15) Business Days of receiving it.

### **6.2.4 Type Of Review**

If an Applicant/Participant/Recipient requests the BRMRC to review a decision made by the Administrator, the Applicant/Participant/Recipient may request the BRMRC to consider the review either in writing or in person.

#### **6.2.4.1 Written Reviews**

Where an Applicant/Participant/Recipient requests the BRMRC to conduct the review via writing, the following will apply:

- (a) The Applicant/Participant/Recipient and the Administrator may provide the BRMRC with written submissions; and
- (b) Written submissions must be provided to the BRMRC and Administrator thirty (30) Business Days before the day the BRMRC is scheduled to consider the request for review.

#### **6.2.4.2 In-Person Reviews**

Where an Applicant/Participant/Recipient requests the BRMRC to conduct the review in person, the following will apply:

- (a) The Applicant/Participant/Recipient may participate in the review in person or via any other electronic means the BRMRC may permit;
- (b) The Applicant/Participant/Recipient and the Administrator may provide the BRMRC with written submissions;
- (c) The Applicant/Participant/Recipient will be allowed to review the Administrator's written submission and will have thirty (30) Business Days to submit any additional information to supplement the issues raised;

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- (d) The Applicant/Participant/Recipient will inform the BRMRC as to the manner the Applicant/Participant/Recipient will participate in the review within fifteen (15) Business Days of the date the BRMRC scheduled for the review to be considered;
  - (e) The Applicant/Participant/Recipient will inform the BRMRC whether the Applicant/Participant/Recipient will have a representative, including any support person required to assist the Applicant/Participant/Recipient because of a disability the Applicant/Participant/Recipient may have, including the name and contact information for the representative or support person, within fifteen (15) Business Days of the date the BRMRC has scheduled for the review to be considered;
  - (f) The Provincial Ministry may have a representative present at the review and the Provincial Ministry representative may respond to any policy-related questions the Applicant/Participant/Recipient or the BRMRC may have;
  - (g) The Administrator may have a representative at the review and the Administrator's representative may respond to any operational-related questions the Applicant/Participant/Recipient or the BRMRC may have; and
  - (h) If the Applicant/Participant/Recipient has legal representation, the Provincial Ministry and the Administrator may also have legal representation at the review.

### **6.3 The Business Risk Management Review Committee's Review Decision**

The BRMRC will make its review decision in accordance with the following:

- (a) The BRMRC will only make non-binding recommendations to the Administrator in terms of how the Administrator should respond to the Applicant/Participant/Recipient's request for review;
- (b) The BRMRC has no authority to make recommendations to the Administrator that has the effect of providing an exception or an exemption to the eligibility requirements of the Initiative, unless the BRMRC is responding to a request that the Applicant/Participant/Recipient be exempt from a deadline set out in the Guidelines because of a situation beyond the Applicant/Participant/Recipient's control;
- (c) Any decision made by the BRMRC will have a support of the majority of members of the panel considering the request for review;
- (d) The BRMRC will provide its review decision, including reasons, in writing, to both the Administrator and the Applicant/Participant/Recipient; and
- (e) The BRMRC will respond to the Applicant/Participant/Recipient's request for review in a timely manner after the date the BRMRC scheduled the review to be considered.

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

The Administrator will make its final decision in accordance with the following:

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- (a) The Administrator will receive and consider the BRMRC's recommendations when making the final decision regarding the Applicant/Participant/Recipient's request for review;
  - (b) The Administrator will make its final decision in a timely manner after receiving the BRMRC's recommendations;
  - (c) The Administrator will provide its decision, including written reasons for its decision, to the Applicant/Participant/Recipient; and
  - (d) The Administrator will provide the BRMRC with a copy of its decision after informing the Applicant/Participant/Recipient of its decision.

## **VII. COLLECTION, USE AND DISCLOSURE OF INFORMATION UNDER INITIATIVE**

### **7.1 Consent To Collection Of Personal Information**

Applicants/Participants/Recipients consent to the collection of personal information, as defined under the *Freedom of Information and Protection of Privacy Act*, that is reasonably necessary for the administration of this Initiative.

### **7.2 Consent To Use And Disclosure Of Personal Information**

Applicants/Participants/Recipients consent to the use and disclosure of any personal information collected pursuant to section 7.1 of this Guidelines for the purposes of:

- (a) Verifying any information that has been provided under this Initiative;
- (b) Conducting audits under this Initiative;
- (c) Enforcing the terms and conditions of this Initiative;
- (d) Collecting any Overpayments issued under this Initiative; and
- (e) Confirming the Recipient paid all applicable taxes on any Payments received under this Initiative;

### **7.3 Consent To Collection Of SIN**

Where a Participant – operating as a sole proprietor, partner in a partnership or part of an unincorporated association – does not have a CRA BN, the Participant consents to the collection of that Participant's SIN where that Participant is eligible to receive a Payment under this Initiative.

### **7.4 Use Of SIN**

Where a Participant's SIN is collected pursuant to section 7.3 of this Guidelines, the Participant consents to the use and disclosure of the SIN to any government department/ministry, agency or third-party entity for the purposes set out under section 7.2 of this Guidelines.

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## **7.5 Provision Of Information**

Applicants/Participants/Recipients will provide any information that is requested within ten (10) Business Days of the request.

## **VIII. AUDITS UNDER INITIATIVE**

### **8.1 Consent To Audit**

Applicants/Participants/Recipients consent to any audits made pursuant to this Initiative.

### **8.2 Provision Of Reasonable Assistance During Audit**

Applicants/Participants/Recipients will provide reasonable assistance during any audit that is conducted pursuant to this Initiative. This includes allowing access to any person, place or thing reasonably required for the purposes of the audit within ten (10) Business Days of the request for access being made.

## **IX. COLLECTION OF DEBTS**

### **9.1 Set-Off Against Existing Debt Owing To Ontario**

Any Payment a Participant may be eligible to receive under this Initiative may be set-off against any debt the Participant owes to Ontario.

### **9.2 Set-Off In Addition To Other Remedies**

The right of set-off provided under section 9.1 of this Guidelines is in addition to any other remedies Ontario may have at law, in equity or otherwise to recover any debts owing to Ontario.

### **9.3 Overpayment**

A Recipient who receives an Overpayment owes a debt to the Crown and is required to repay that upon demand. The Recipient acknowledges and agrees Ontario may charge interest on the debt at the applicable interest rates charged by Ontario for accounts receivable.

### **9.4 Interest**

Ontario may charge interest on any debt arising under this Initiative at the chargeable interest rate for Ontario for accounts receivable.

### **9.5 Termination Of Initiative Does Not Affect Repayment Of Overpayment**

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

## **X. GENERAL**

### **10.1 Applying To Initiative Does Not Create Right To Participate In Initiative**

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

### **10.2 Amending Guidelines**

#### **10.2.1 Authority To Amend Guidelines**

This Guidelines may be amended in writing at any time.

#### **10.2.2 Process To Amend Guidelines**

Any amendment to this Guidelines will be posted on the same webpage where this Guidelines is posted. Any amendments to this Guidelines will come into effect on the date it is posted where this Guidelines is posted, unless the amending document provides otherwise, in which case the amendment to this Guidelines will come into effect on the date set out therein.

#### **10.2.3 No Retroactive Effect**

Any amendment to this Guidelines will not have a retroactive effect.

### **10.3 Service Of Documents Under Initiative**

Any documents required to be given or served under this Initiative will only be served via personal service, regular mail, email, courier or facsimile. A document will be deemed to be sufficiently given or served:

- (a) If the document is personally served, on the Business Day the document was personally served;
- (b) If sent by regular mail, on the fifth (5th) Business Day after the day the document was mailed;
- (c) If sent by courier, on the second (2nd) Business Day after the day the document was provided to the courier; or
- (d) If the document is sent by email or facsimile, on the next Business Day following the day indicated in the sent email or proof of facsimile transmission that the document was sent via email or facsimile.

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In the event of a postal disruption, documents will not be served via regular mail until ten (10) Business Days after the postal disruption.

**Contact Information**

For more information about the Initiative, contact the Administrator:

Telephone: 1-888-247-4999

Email: [contact@agricorp.com](mailto:contact@agricorp.com)

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