
THE NORTHWESTERN LIVESTOCK EMERGENCY ASSISTANCE INITIATIVE

Emergency Water and Temporary Fencing Component

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 and includes any other entity that may succeed AgriCorp in the deliverance of this Component as well as any authorized agents of the Administrator.

“Applicant” means a person who applies to this Component.

“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;

“Component” means the Emergency Water And Temporary Fencing Component of the Initiative.

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

“Eligible Costs” means the costs set out in section 4.4 of this Guidelines.

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

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

“Initiative” means the Northwestern Livestock Emergency Assistance Initiative, as established pursuant to the Program.

“Initiative Director” means the Director of Farm Finance Branch, Policy Division, within the Ministry and includes any acting Director or successor position.

“Livestock” means all breeding stock and replacement breeding stock of all 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 0007/2019, as amended, which established the Program.

“Northwestern Ontario” means the Districts of:

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

“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 Component.

“Payment” means the total payment available to an eligible Applicant.

“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 people who produce Livestock.

“Program” means the Grassroots Growth Program, as established by the Minister’s Order.

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

“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 Component, or both.

“SIN” means Social Insurance Number.

1.3 Purpose Of The Component

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

II. TERM OF THE COMPONENT

2.1 Commencement Of The Component

This Component will commence upon the date this Guidelines is posted.

2.2 End Of The Component

This Component will end on December 31, 2021.

2.3 Termination Of The Component

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

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

III. Funding For The Component

3.1 Funding For Component

Funding for this Component comes from the Program. Up to one million two hundred thousand dollars (\$1,200,000.00) will be provided under this Component.

3.2 Funding Is Cost-Shared

Funding will be distributed on a cost-shared basis where the Ministry will pay for seventy percent (70%) of Eligible Costs and the Recipient will be required to pay the remaining thirty percent (30%) of Eligible Costs.

3.3 Maximum Cap On Funding

Each Participant is eligible to receive up to a maximum of up to ten thousand dollars (\$10,000.00) in total under this Component.

IV. ELIGIBILITY REQUIREMENTS UNDER THE COMPONENT

4.1 Eligibility Requirements

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

- (a) Be a Person;
- (b) Apply to this Component 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 Component;
- (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 Program;
- (f) Have a valid Premise ID for property located in Northwestern Ontario;
- (g) Produce Livestock;
- (h) Have incurred Eligible Costs for Eligible Projects;
- (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 Component;

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- (j) Agree to be bound by the terms/conditions of this Component, 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 Component; and
 - (l) Has not lost its eligibility to participate in this Component 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 Component

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

4.3.1 Willful Submission Of False Of Misleading Information

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

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

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

4.3.2 Submission Of False Or Misleading Information

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

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

The Initiative Director will be responsible for determining whether an Applicant/Participant/Recipient has submitted false or misleading information under this Component or acted in a negligent manner regarding allowing false or misleading

information to be submitted under this Component. 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 Component 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 Component for the remainder of the Component.

The Initiative Director will be responsible for determining whether an Applicant/Participant/Recipient's behavior 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 Component.

4.3.4 Non-Compliance With Providing Information Or Participating In Audits

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

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

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 Component. 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 Component 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

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- (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.

4.4 Eligible Projects

Projects eligible for funding under this Component are:

- (a) The installation of temporary fencing to allow for the safe grazing of Livestock on alternative premises; and
- (b) The delivery of water to Livestock in Northwestern Ontario.

4.5 Eligible Costs

4.5.1 Eligible Costs For Water

Eligible costs for water are costs that were incurred between June 14, 2021 and November 1, 2021 associated with the delivery of water to Livestock in response to drought conditions in Northwestern Ontario, including:

- (a) Trucks/tanks
- (b) Pumps
- (c) Troughs
- (d) Ancillary water equipment items, such as:
 - (i) Piping,
 - (ii) Joints,
 - (iii) Floats, and
 - (iv) Valves.

4.5.2 Eligible Costs For Temporary Fencing

Eligible Costs for temporary fencing are costs that were incurred between June 14, 2021 and November 1, 2021 associated with the installation of temporary fencing for Livestock as a result of drought conditions in Northwestern Ontario, including:

- (a) Materials, including:
 - (i) Line posts,
 - (ii) Fencing wire,
 - (iii) Staples
 - (iv) Nails;
- (b) Labour;
- (c) Machine rentals; and
- (d) Electrical sources, including solar or battery-powered energizer.

4.6 Ineligible Costs

Ineligible costs under this Component are those costs that are associated with any type of permanent solution to addressing the drought conditions. These include expenses for digging wells or expanding ponds.

Costs that are not directly related to temporary fencing or access to water for Livestock in Northwestern Ontario arising from drought conditions since June of 2021 are ineligible under this Component.

V. PAYMENTS UNDER COMPONENT

5.1 Participating In Component Does Not Create Right To Payment

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

5.2 Payments May Be Pro-Rated

Any Payments a Participant may be eligible to receive under this Component may be pro-rated in the event there are insufficient funds to make full payments under this Component. The Initiative Director will determine whether there are sufficient funds as well as any rate of proration that is to be made.

5.3 Payment Is Income For AgriStability

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

5.4 Payment Is Income For Tax Purposes

Any Payments received under this Component will be considered as income for the purpose of the *Income Tax Act* (Canada).

5.5 No Assignment Of Payments

Payments under this Component cannot be assigned to another person.

5.6 Retention Of Records Relating To Payment

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

5.7 No “Stacking” Of Financial Assistance

A Recipient will not “stack” federal-provincial-municipal payments so that the Recipient receives more than 100% of costs caused by the 2021 drought conditions. 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 Component and will be recovered in accordance with the terms and conditions set out under the Guidelines.

5.8 Payment Part Of A Social Program

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

VI. COLLECTION, USE AND DISCLOSURE OF INFORMATION UNDER COMPONENT

6.1 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 Component.

6.2 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 6.1 of this Guidelines for the purposes of:

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

6.3 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 Component.

6.4 Use Of SIN

Where a Participant's SIN is collected pursuant to section 6.3 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 6.2 of this Guidelines.

6.5 Provision Of Information

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

VII. AUDITS UNDER COMPONENT

7.1 Consent To Audit

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

7.2 Provision Of Reasonable Assistance During Audit

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

VIII. COLLECTION OF DEBTS

8.1 Set-Off Against Existing Debt Owing To Ontario

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

8.2 Set-Off In Addition To Other Remedies

The right of set-off provided under section 8.1 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.

8.3 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.

8.4 Interest

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

8.5 Termination Of Component Does Not Affect Repayment Of Overpayment

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

IX. GENERAL

9.1 Applying To Component Does Not Create Right To Participate In Component

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

9.2 Amending Guidelines

9.2.1 Authority To Amend Guidelines

This Guidelines may be amended in writing at any time.

9.2.2 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.

9.2.3 No Retroactive Effect

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

9.4 Service Of Documents Under Component

Any documents required to be given or served under this Component 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.

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: nwlivestock@agricorp.com

Website: [AgriCorp](#)