

Sustainable Canadian Agricultural Partnership

Competitive. Innovative. Resilient.

The 2022 Canada – Prince Edward Island Fiona Fruit Tree Recovery Initiative

Terms and Conditions



PRINCE EDWARD ISLAND
AGRICULTURAL
INSURANCE
CORPORATION



Canada

SCHEDULE A – TERMS AND CONDITIONS FOR THE 2022 CANADA – PRINCE EDWARD ISLAND FIONA FRUIT TREE RECOVERY INITIATIVE

1. PROGRAM DESCRIPTION

The 2022 Canada-Prince Edward Island Fiona Fruit Tree Recovery Initiative is to provide financial assistance to help agricultural producers recover from the extraordinary costs associated with impacts from Hurricane Fiona in September 2022. The program will provide financial assistance to producers for extraordinary tree replacement and repair costs, trellis repair and replacement costs, additional field work expenses and other recovery costs.

2. DEFINITIONS

- 2.1. **Acceptable Documentation** means receipts or documentation which, in the Program Administrator's sole discretion, proves the validity of the information provided by the applicant.
- 2.2. **Application Form** means the form that an Eligible Applicant, as described in Section 5 (Application Process) of these Terms and Conditions, must complete to be considered for eligibility to the Program.
- 2.3. **Eligible Acre(s)** means the acres of Eligible Fruit Tree planted in Prince Edward Island.
- 2.4. **Eligible Applicant** means a person or entity that has applied under the Program and meets the conditions set out in Section 3 of these Terms and Conditions.
- 2.5. **Eligible Fruit Tree** means Free-Standing fruit tree grown in an orchard as well as Fruit Tree grown on a trellis system and includes apple, pear, peach, and plum trees.
- 2.6. **Extraordinary Costs** means costs that, in the sole discretion of the Program Administrator, are considered to be directly related to the impacts of Hurricane Fiona.
- 2.7. **Free-Standing** means **Eligible Fruit Tree** which are not grown with a support structure.
- 2.8. **Payment** means financial assistance paid to Eligible Applicants as stipulated in Section 7 of these Terms and Conditions.
- 2.9. **PEI Minister** means the Prince Edward Island Minister of Agriculture and his or her duly authorized representatives.
- 2.10. **Program** means the 2022 Canada-Prince Edward Island Fiona Fruit Tree Recovery Initiative.
- 2.11. **Program Administrator** means the Prince Edward Island Agricultural Insurance Corporation (AIC).
- 2.12. **Trellis** means a framework of wood, metal or other materials used as a support for **Eligible Fruit Tree**.

3. ELIGIBILITY

- 3.1. An Eligible Applicant is an agricultural producer who has applied to the Program and:
 - 3.1.1. is a taxable entity (e.g. individual, corporation or trust), limited partnership, commune, cooperative, or First Nation Band;
 - 3.1.2. carried on a business of farming in Prince Edward Island (PEI) and reported farming income (or loss) to the Canada Revenue Agency for income tax purposes;
 - 3.1.2.1. For applicants that are not required to file farm income tax, Acceptable Documentation that demonstrates the production and sale of agricultural commodities must be provided;
 - 3.1.3. has planted more than 2 acres of an Eligible Fruit Tree in Prince Edward Island in 2022; and

3.1.4. is not a government funded research station, agency or institution.

3.2. An Eligible Applicant will not be eligible for payment from this Program if they are eligible for compensation in respect of the same extraordinary costs for Fruit Tree(s) under the Disaster Financial Assistance Arrangements.

4. ELIGIBLE EXPENSES

- 4.1. Costs to straighten and repair Eligible Fruit Trees, including land preparation, soil amendments, labour to straighten and repair trees, and additional crop protectants.
- 4.2. Costs related to Eligible Fruit Tree replacement, including land preparation, equipment and materials for tree replacement, soil amendments, and additional crop protectants.
- 4.3. Costs related to Eligible Fruit Tree and trellis repairs including soil amendments, labour to straighten and repair trees, and additional crop protectants and land preparation, equipment, materials and labour (limited to the repair costs for impacted structure only). Repair must be to same standard as original (ex. Same materials).
- 4.4. Costs related to Eligible Fruit Trees and trellis replacement including soil amendments, labour to straighten and repair trees, and additional crop protectants and land preparation, equipment, materials and labour (limited to the replacement of original structure only). Replacement must be to same standard as original (ex. Same materials).

5. APPLICATION PROCESS

- 5.1. Eligible applicants are required to sign and submit an application form and the required supporting information requested on that form.
- 5.2. No more than one application may be made per eligible applicant.
- 5.3. A completed application must be received by the program administrator by October 30, 2023.
- 5.4. Applications that are mailed will be accepted by the program administrator as being received on time if the postmark indicates a date that is on or before the specified deadlines.

Applications may be delivered by either:

Fax: 902-836-8917
Email: PEIAgriRecovery@gov.pe.ca
In person or mail to:
PEI Agricultural Insurance Corporation

Physical Location:
7 Gerald McCarville Drive
Kensington, PE

Mailing Address:
PO Box 400
Kensington, PE C0B 1M0

5.5 The Program Administrator may reject any application that is inaccurate or incomplete.

6. SIGNATURES

- 6.1 Designates are not permitted to sign the Program application or other Program documentation on behalf of an individual, unless they are an attorney under a duly authorized power of attorney or an executor/executrix for that individual, proof of which is to be provided with the signed applications.
- 6.2 In the case of corporations, partnerships (registered or non-registered), cooperatives, non-profit organizations and communes, the Application and other documentation must be signed by a properly authorized person with signing authority on behalf of the corporation, partnership, cooperative, non-profit organization or commune. If the person who signs is not properly authorized to do so, that person will be deemed to have submitted the application in their personal capacity and will be responsible for all amounts paid to them or for any overpayments owed by them under this Program. Proof of authorization may be required by the Program Administrator.
- 6.3 Applicants must sign a declaration confirming that they have met the conditions of the Program.

7. PAYMENTS

Subject to sections 3 (eligibility) and 13 (debts to governments) of these program terms and conditions, the program will provide financial assistance of up to 70% of the extraordinary costs incurred by an eligible applicant as reported on the application form. Reported extraordinary costs are required to be supported by receipts and/or records of costs incurred due to Hurricane Fiona. Receipts and records of costs will follow the guidelines in the Prince Edward Island Department of Agriculture's Fiona Agriculture Support Program-Stream 2 Crops.

7.1 Maximum allowable payments are as follows:

- 7.1.1 \$3,750.00 per Eligible Acre for free-standing tree repair.
- 7.1.2 \$6,250.00 per Eligible Acre for free-standing tree replacement.
- 7.1.3 \$7,500.00 per Eligible Acre for Trellised Fruit Tree and Trellis repair.
- 7.1.4 \$15,800.00 per Eligible Acre for Trellised Fruit Tree and Trellis replacement.

7.2 The total Eligible Acres and Extraordinary Costs will be subject to audit and verification by Department of Agriculture staff. If there is a discrepancy, Department of Agriculture numbers will be used.

7.3 The standard number of trees per acre is established by the Department of Agriculture staff.

7.4 The Program Administrator has the sole discretion to determine eligibility of applications, validity of information declared on the application and to approve or limit payments. For certainty, and without limiting the generality of the foregoing, the Program Administrator may impose limits on amounts otherwise payable under the Program where all applications made under the 2022 Canada-Prince Edward Island Fiona Fruit Tree Recovery Initiative exceed the amount of funds available.

7.5 All Payments are subject to the following conditions:

- 7.5.1 Payments will only be made to a person when the amount payable to the person under the Program exceeds \$250.
- 7.5.2 Payments can be made to the Eligible Applicant in multiple instalments.
- 7.5.3 Payments under the Initiative may be adjusted if Payments based on Eligible Acres exceed the Initiative payment budget.
- 7.5.4 Payment will be reduced or cancelled if validity of information cannot be determined.
- 7.5.5 Cashing a Program Payment cheque by an Eligible Applicant indicates acceptance of the calculation of the Payment.
- 7.5.6 Payments cannot be assigned or deferred to a subsequent tax year.
- 7.5.7 Tax information slips required under the Income Tax Act (Canada) will be issued in the name of the Eligible Applicant.
- 7.5.8 Program payments will be considered allowable income, for the purposes of the AgriStability program in the program year only.
- 7.5.9 Program payments will not be considered allowable income for the calculation of reference margins under the AgriStability program.
- 7.5.10 Payments will not be considered allowable revenue for the purposes of the AgriInvest program.

8. TERMINATION OF THE PROGRAM

The Program may be terminated or amended by Prince Edward Island or Canada at any time, without prior notice.

9. VERIFICATION AND DECLARATIONS

- 9.1.** The Eligible Applicant agrees to supply the program administrator, on request, with all documentation or information required to verify and administer the Program.
- 9.2.** The Eligible Applicant agrees the Program Administrator will be provided full access to their farming operation and any information related to the Program during on-farm audits.
- 9.3.** The Program Administrator may verify any information submitted to the Program during on-farm audits.
- 9.4.** The Eligible Applicant expressly authorizes the Program Administrator to obtain information from any provincial or federal government department, agency or third party for the purposes of verifying the contents of the application or any other information provided by the Eligible Applicant under this Program.
- 9.5.** The Eligible Applicant consents to the Program Administrator releasing any information provided by the Eligible Applicant or obtained as outlined in clause 9.4 to any provincial or federal government department, agency or third party for the purposes of verifying information provided in the application, or determining the eligibility for the Program.

10. WAIVER OF LIABILITY

The Eligible Applicant acknowledges that Canada, the Province of Prince Edward Island, Agriculture and Agri-Food Canada, Prince Edward Island Department of Agriculture, and the Prince Edward Island Agricultural Insurance Corporation are not liable to the Eligible Applicant, the Eligible Applicant's heirs, administrators and assigns for personal injury, property damage, or any other damage, injury, claim or loss whatsoever arising out of this Program and the Eligible Applicant's participation in it.

11. REFUNDS/OVERPAYMENTS

- 11.1.** If it is determined by the Program Administrator, that a payment to the Eligible Applicant under the Program was in contravention of these terms and conditions, it will be considered as a debt owing by the Eligible Applicant if any of the reasons listed under sections 11.1.1 to 11.1.4 apply. The PEI Minister may subsequently require the person to repay some or the entire overpayment back to the Program. Until it is repaid, the amount of the payment or overpayment will be considered to be a debt owing by the Eligible Applicant to Canada and Prince Edward Island.

11.1.1. The applicant was not an Eligible Applicant;

11.1.2. The applicant was overpaid by the Program;

11.1.3. The applicant has not complied with the terms and conditions of the Program; or

11.1.4. The applicant provided false or misleading information in the application.

- 11.2.** The Eligible Applicant agrees to refund any overpayments received from the Program back to the Program Administrator within thirty (30) days of notice being provided to them by the Program Administrator. The Eligible Applicant's failure to refund such payment by that deadline may result in the debt for that amount being set off against money owed by Prince Edward Island or by Prince Edward Island Agricultural Insurance Corporation to the Eligible Applicant. Interest charges for unpaid amounts will be compounded monthly based on current bank lending rates and will be added to any debt not repaid by the prescribed deadline.

12. FALSE OR MISLEADING INFORMATION

Eligible Applicants who provide false or misleading information to the Program Administrator for the purposes of the Program forego all rights to Program payments, are liable to repay all Program payments they have received and may be subject to prosecution.

13. DEBTS TO GOVERNMENT OR THIRD PARTIES

The PEI Minister has the right to deduct from Program payments any amount due and owing by the Eligible Applicant to Prince Edward Island. This includes but is not limited to amounts owed by the Eligible Applicant to the Prince Edward Island Agricultural Insurance Corporation.

14. STACKING OF ASSISTANCE FOR APPLICANTS

14.1. The Eligible Applicant agrees, on request by the Program Administrator, to disclose other sources of financial assistance from, but not limited to, the federal, provincial, or municipal governments in respect of the purpose of this Program, as described in section 7.

14.2. If payment is made under this Program, the Program Administrator is subrogated to the Eligible Applicant's rights concerning payment from, but not limited to, the federal, provincial, or municipal governments in respect of the purpose of this Program.

15. REPRESENTATIONS AND WARRANTIES

The Eligible Applicant represents and warrants that the person signing the Program application and other Program documents is duly authorized to bind the Eligible Applicant and, in the case of a partnership, bind the partners to these Terms and Conditions on the basis of joint and several liabilities.

16. REGISTRATION OF LOBBYISTS

The Eligible Applicant acknowledges that a person lobbying, as defined in the federal *Lobbying Act*, and the provincial *Lobbyists Registration Act*, on behalf of Eligible Applicants must be registered pursuant to each of the respective Acts.

17. CONFLICT OF INTEREST

Applicants and Eligible Participants acknowledge that individuals who are subject to the provisions of the Conflict of Interest Act (S.C. 2006, c. 9, s. 2), the Conflict of Interest Code for Members of the House of Commons, the Ethics and Conflict of Interest Code for Senators, the Values and Ethics Code for the Public Sector or any other conflict of interest and/or values and ethics codes applicable within provincial or territorial governments or specific organizations, shall not derive any direct benefit resulting from an Application unless the provision or receipt of such benefit is permitted in such legislation, policy or codes.

18. CHANGES TO PROGRAM OR PROGRAM CONDITIONS

18.1. The Program Administrator may correct clerical errors, mathematical errors, or omissions made in the terms and conditions, or in other communications pertaining to the Program, and may make any resulting changes.