

2023 CANADA - BRITISH COLUMBIA WILDFIRE RECOVERY INITIATIVE FOR CROPS AND BEES

TERMS AND CONDITIONS

1. PURPOSE:

To provide financial assistance to agricultural producers in Designated Areas of British Columbia, which will help them deal with Extraordinary Costs, associated with the 2023 wildfires.

2. DEFINITIONS:

- 2.1 **Acceptable Documentation** means receipts or documentation which in the Program Administrator's sole discretion proves goods or services were purchased or sold.
- 2.2 **Applicant** means a person or entity that has applied under the Program.
- 2.3 **BC Minister** means the British Columbia Minister of Agriculture and Food and their duly authorized representatives.
- 2.4 **Designated Area** means an area in British Columbia where an Emergency Management BC (EMBC) evacuation notice due to wildfire occurring was in place during 2023.
- 2.5 **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.
- 2.6 **Eligible Area for Extraordinary Bee Mortality** is the south and central areas of the interior of the province and does not include northern, coastal, Peace, Fraser Valley, or Vancouver Island regions. The boundaries are described more thoroughly in Section 6.2.
- 2.7 **Extraordinary Costs** means costs that in the sole discretion of the Program Administrator are considered to be directly related to the impacts of Fire and are beyond normal operational costs incurred by the Eligible Applicant.
- 2.8 **Fire** means the wildfires occurring in 2023 in a Designated Area.
- 2.9 **General Application Form** means the form that an Eligible Applicant, as described in Section 4 (Application Process) of these Terms and Conditions, must complete to be considered for eligibility to the Program.
- 2.10 **Loss Schedule** means the form that must be completed for each Payment type described in Section 6 of these Terms and Conditions, which an Eligible Applicant is claiming for.
- 2.11 **Payment** means financial assistance paid to Eligible Applicants as stipulated in Section 6 of these Terms and Conditions
- 2.12 **Program** means the 2023 Canada-British Columbia Wildfire Recovery Initiative for Crops and Bees (CBCWRICB).
- 2.13 **Program Administrator** is the Business Risk Management Branch (BRMB) of the British Columbia Ministry of Agriculture and Food.
- 2.14 **Receipted Costs** means documentation which in the Program Administrator's sole discretion

proves goods or services were purchased or sold.

3. ELIGIBILITY:

3.1 An Eligible Applicant is a primary producer of agricultural commodities who has been impacted by Fire in 2023, 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 has their main farmstead in British Columbia and has filed farm income tax for the tax year 2022 with gross revenues greater than \$10,000 (form T2042 or T1273) under the *Income Tax Act* in British Columbia;

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 with gross revenues greater than \$10,000 must be provided;

3.1.3 owned or leased crop production land within the Designated Area that was impacted by Fire or if applying for losses to bees (Section 6.1 or 6.2) the Applicant must be duly registered under the *Animal Health Act* for British Columbia and must have a valid beekeeper producer number and have bees located within the Eligible Area for Extraordinary Bee Mortality; and

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

4. APPLICATION PROCESS:

4.1 Applicants are required to sign and submit a General Application Form and the required supporting information requested on that form.

4.1.1 For each payment type being applied for in Section 6 (Payments) of these Terms and Conditions, a separate Loss Schedule must be completed, signed and accompanied by the required Acceptable Documentation.

4.2 No more than one application may be made per Applicant.

4.2.1 It is the responsibility of the Applicant to ensure that no other application to the Program has been made in respect to the Payment types being applied for in Section 6 (Payments) of these Terms and Conditions.

4.3 A completed General Application for Payments described in Sections 6.1 and 6.3 of these Terms and Conditions must be received by the Program Administrator by January 31, 2024.

4.3.1 Revisions to the General Application submitted under Section 4.3 are permitted until January 31, 2024.

4.4 A completed General Application for Payments described in Section 6.2, 6.4, 6.5 and 6.6 of these Terms and Conditions must be received by the Program Administrator by July 1, 2024.

4.4.1 Revisions to General Applications submitted under s. 4.4 are permitted until July 1, 2024.

4.5 A completed Loss Schedule for each Payment type being applied for in Section 6 (Payments) of these Terms and Conditions, must be received by the Program Administrator by the deadline

specified in Section 6 (Payments) of these Terms and Conditions for each Payment type being applied.

4.5.1 Revisions to a Loss Schedule are permitted until the date on which the Loss Schedule is required to be submitted under Section 4.5. Where the information provided on a Loss Schedule has changed, the Eligible Applicant must submit a revised Loss Schedule by the specified submission deadline for that Loss Schedule.

4.6 General Applications and Loss Schedules that are mailed, will be accept by the Program Administrator as being received on time if the post mark indicates a date that is on or before the specified deadlines.

Applications may be delivered by:

Fax: 250 861-7490

Email: AGRIRECOVERY@gov.bc.ca

In person or mail to:

British Columbia Ministry of Agriculture and Food
Business Risk Management Branch
200 - 1690 Powick Rd
Kelowna BC V1X 7G5

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

5. SIGNATURES:

- 5.1 Designates are not permitted to sign the General Application Form 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.
- 5.2 In the case of corporations, limited partnerships, cooperatives and communes, the General Application Form and other Program documentation must be signed by a properly authorized person with signing authority on behalf of the corporation, limited partnership, cooperative 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 Program Administrator.
- 5.3 Applicants must sign a declaration confirming that they agree to these Program Terms and Conditions.

6. PAYMENTS:

Subject to Section 3 (Eligibility), Section 7 (General Payment Conditions) and 13 (Debts to Government or Third Parties) of these Program Terms and Conditions, the Program will provide financial assistance to an Eligible Applicant based on the following Payment criteria:

6.1 Hives Lost to Fire

Where Fire has destroyed an Eligible Applicant's owned hives and their associated colonies, a payment of \$465 will be made for each hive and its associated colony the Eligible Applicant has replaced.

6.1.1 Payment will only be made on the basis of Receipted Costs that document

replacement of each hive and the associated colony between June 1, 2023, and June 1, 2024.

- 6.1.2 The appropriate Loss Schedule for Payment under Section 6.1 must be submitted to the Program Administrator by April 1, 2024. Acceptable Documentation must be submitted to the Program Administrator by June 1, 2024.

6.2 **Extraordinary Bee Mortality**

Where Fire or smoke from the Fire has caused the mortality of an Eligible Applicant's colonies to exceed 30% between June 1, 2023, and April 1, 2024, a payment of \$255 will be made per colony in excess of the 30% loss the Eligible Applicant has replaced.

- 6.2.1 The Eligible Area for Extraordinary Bee Mortality is bounded:

- in the east by the Alberta border and the eastern boundaries of the Prince George – Valemount and Prince George – Mackenzie provincial electoral districts.
- in the north by the northern boundaries of provincial electoral districts of Prince George – Valemount, Prince George – Mackenzie and Nechako Lakes.
- in the west by western boundaries of the provincial electoral districts of Fraser – Nicola, Cariboo – Chilcotin and Nechako Lakes.
- in the south by the American border.

- 6.2.2 The Eligible Applicant must consent to inspection of hives to occur in April or May of 2024. The inspection will confirm the number of colonies, the number of dead or unviable colonies and that management practices were adequate over the winter to provide a reasonable chance of survival.

- 6.2.3 Payment will only be made on the basis of Receipted Costs that document replacement of colonies between June 1, 2023, and June 1, 2024.

- 6.2.4 Payment for Extraordinary Bee Mortality will not be made for any colony the Eligible Applicant is also claiming payment for under Section 6.1 of this Program's Terms and Conditions.

- 6.4.5 The appropriate Loss Schedule for Payments under Section 6.2 must be submitted to the Program Administrator by June 1, 2024. Acceptable Documentation must be submitted to the Program Administrator by June 1, 2024.

6.3 **Private Fencing**

Where an Eligible Applicant has or will incur labour costs to remove and rebuild livestock exclusion fencing (perimeter fencing only) destroyed by Fire on land that they lease or own, an assistance payment will be calculated as follows:

= (\$9.50 X # of meters of destroyed fencing) – Applicable Third Party Loss Payments (e.g. Insurance, BC Wildfire Service)

- 6.3.1 For greater certainty Payment will not be made for highways fencing or fencing on crown land.

- 6.3.2 Only fences which are rebuilt or will be rebuilt are eligible for a Payment.

6.3.3 Payments may be made in advance of destroyed fencing being rebuilt.

6.3.3.1 Where portions of destroyed fencing are not rebuilt by November 1, 2025, the Eligible Applicant must repay the advance payments received for those portions; repayment must be received by December 31, 2025.

6.3.4 The appropriate Loss Schedule for Payment under Section 6.3 must be submitted to the Program Administrator by June 1, 2024.

6.4 **Specialized Facilities Rental**

Where Fire has destroyed an essential facility owned by an Eligible Applicant and they must rent an alternate facility so production can be continued, an assistance payment equal to 70% of the Received Costs for the alternate facility rental, and the additional transportation costs to move the plants from the alternate facility to the location where it would normally be brought to maturity or sold, will be made.

6.4.1 Payment will only be made on Received Costs up to March 31, 2025.

6.4.2 Other situations requiring the rental of specialized alternative facilities may be considered for payment at the discretion of the Program Administrator.

6.4.3 Payment will be reduced by an amount equal to any applicable Third Party Loss Payments (e.g. Insurance and EMBC) the Eligible Applicant receives, is entitled to, or would be entitled to if enrolled.

6.4.4 The appropriate Loss Schedule for payment under Section 6.4 must be submitted to the Program Administrator by March 31, 2024. Acceptable Documentation must be submitted to the Program Administrator by March 31, 2025.

6.5 **Irrigation System Repair and Perennial Crop Production Infrastructure Repair**

Where Fire has damaged or destroyed an irrigation system (e.g. pumps, pipes, ditches, dams and power poles) or perennial crop production infrastructure (e.g. trellis systems) owned by an Eligible Applicant and they have incurred Extraordinary Costs for the repairs required to continue crop production, an assistance payment equal to 70% of the Received Costs for replacement parts and/or labour required for repair of the system, will be made.

6.5.1 Payment will be:

6.5.1.1 For Received Costs incurred prior to July 31, 2024;

6.5.1.2 Limited to a maximum of \$80,000;

6.5.1.3 Reduced by an amount equal to any applicable Third Party Loss Payments (e.g. Insurance) the Eligible Applicant receives, is entitled to, or would be entitled to if enrolled; and

6.5.1.4 Limited to the damaged or destroyed components original value.

6.5.2 The appropriate Loss Schedule for Payment under Section 6.5 must be submitted to the Program Administrator by July 31, 2024. Acceptable Documentation must be submitted to the Program Administrator by July 31, 2024.

6.6 Replanting of Perennial Crops

Where Fire has killed tame perennial forage on land that an Eligible Applicant leases or owns, an assistance payment will be calculated as follows:

= (\$210 X # Fire killed acres of tame perennial forage) – Applicable Insurance Loss Payments
(e.g. Insurance, BC Wildfire Service)

6.6.1 Where Fire has destroyed perennial crops where production insurance is unavailable for the plants, an alternative assistance payment to an Eligible Applicant may be calculated for the lost plants on land that an Eligible Applicant leases or owns.

6.6.1.1 The Payment under Section 6.6.1 will be determined by the Program Administer through calculation of the number of plants or acres damaged, multiplied by the 70% replacement value of the crop as determined at the discretion of the Program Administrator. All payments will deduct payments made under other programs and insurance.

6.6.2 Payments under Section 6.6 will be limited to a maximum of \$60,000.

6.6.3 To be eligible for Payment under Section 6.6 the Eligible Applicant must:

6.6.3.1 provide Acceptable Documentation (e.g. photographs and fire maps) confirming the number of Fire killed acres;

6.6.3.2 complete tillage or non-selective herbicide application on claimed acres by July 1, 2024 and provide Acceptable Documentation of application (e.g. photographs or invoices); and

6.6.3.3 if requested, provide an opportunity for the Program Administrator to inspect and confirm the number of Fire killed acres or the tillage or herbicide application.

6.6.4 The Eligible Applicant must provide the Program Administrator with five business days notice before commencing tillage or herbicide application on the acres being claimed for Fire loss and, if requested, allow the Program Administer to inspect the area prior to commencing tillage or herbicide application.

6.6.5 The appropriate Loss Schedule for Payment under Section 6.6 must be submitted to the Program Administrator by July 31, 2024. Acceptable Documentation must be submitted to the Program Administrator by July 31, 2024.

7. GENERAL PAYMENT CONDITIONS:

All Payments are subject to the following conditions:

7.1. An Eligible Applicant may not claim for the same loss in this Program and under the 2023 Canada-British Columbia Wildfire and Drought Recovery Initiative for Livestock.

7.2. The Program Administrator has the sole discretion to determine eligibility, cause and validity of losses, establish values 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 claims made under the 2023 Canada-British Columbia

Wildfire and Drought Recovery Initiative exceed the amount of funds available.

- 7.3. Payments will only be made when it exceeds \$1000.00.
- 7.4. Payments can be made to the Eligible Applicant in multiple instalments.
- 7.5. Payment will be reduced if losses are considered:
 - 7.5.1. not to be Extraordinary Costs; or
 - 7.5.2. are covered by insurance or third party loss payments (e.g. BC Wildfire Service, EMBC) the Eligible Applicant receives, is entitled to, or would have been entitled to if enrolled.
- 7.6. Cashing a Program Payment cheque by an Eligible Applicant indicates satisfaction with the calculation of the Payment.
- 7.7. Payments cannot be assigned or deferred to a subsequent tax year.
- 7.8. Tax information slips required under the *Income Tax Act* (Canada) will be issued in the name of the Eligible Applicant.
- 7.9. Payments will be considered as allowable income, except for payments under Sections 6.3, 6.4 and 6.5 which are non-allowable income, for the purposes of the AgriStability program in the program year only.
- 7.10. Payments will not be considered allowable income for the calculation of reference margins under the AgriStability program.
- 7.11. Payments will not be considered allowable revenue for the purposes of the AgriInvest program.
- 7.12. Fire losses may be inspected by the Program Administrator prior to Payment being issued.

8. TERMINATION OF THE PROGRAM:

The Program may be terminated or amended by British Columbia or Canada at any time, without prior notice.

9. VERIFICATION AND DECLARATIONS:

- 9.1 The Eligible Applicant agrees to supply the Program Administrator and [Canada's agency that wants this access], on request, with all documentation or information required to verify, administer the Program.
- 9.2 The Eligible Applicant agrees to provide access, on request, to its documents and all information related to the Program to the Program Administrator and [Canada] for the purposes of Program audits and evaluation.
- 9.3 The Eligible Applicant agrees to provide access, at any reasonable hour and on request, to its premises, excluding a place, or part of a place, used exclusively for residential purposes, to the Program Administrator and [Canada] for the purposes of Program audits and evaluation.
- 9.4 The 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 General Application or any Loss Schedule or any other information provided by the Applicant under this Program.

9.5 The Applicant consents to the Program Administrator releasing any information provided by the applicant or obtained as outlined in Section 9.4 to any provincial or federal government department, agency or Third Party for the purposes of verifying information provided in the General Application, or Loss Schedules, or determining the Applicant's eligibility for the Program.

10. WAIVER OF LIABILITY:

The Applicant acknowledges that, Canada, the Province of British Columbia, Agriculture and Agri-Food Canada and British Columbia Ministry of Agriculture and Food, and their officers, servants, or agents, are not liable to the Applicant, the 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 Applicant's participation in it.

11. REFUNDS/OVERPAYMENTS:

11.1 If it is determined by the Program Administrator, that a payment to the Applicant under the Program was in contravention of these Terms and Conditions, it will be considered as a debt owing by applicant for at least one of the reasons below. Then the BC Minister may require the person to repay some or the entire over payment 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 Applicant to Canada and British Columbia (as represented by the Business Risk Management Branch (BRMB) of the British Columbia Ministry of Agriculture and Food).

11.1.1 The Applicant was not an Eligible Applicant;

11.1.2 The Applicant's losses are not considered to be Extraordinary Costs;

11.1.3 The Applicant's losses are considered to be Extraordinary Costs but are not eligible for Payment under section 6 of the Program;

11.1.4 The Applicant was overpaid by the Program;

11.1.5 The Applicant has not complied with the Terms and Conditions of the Program; or

11.1.6 The Applicant provided false or misleading information in the application.

11.2 The Applicant agrees to refund any overpayments received from the Program back to British Columbia within 30 days of notice being provided to them by the Program Administrator. The 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 British Columbia Ministry of Agriculture and Food to the 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:

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 BC Minister has the right to deduct from Program payments any amount due and owing by the applicant to British Columbia.

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 1.
- 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.
- 14.3 Payments received, including but not limited to, from the Provincial and Federal Compensation, Disaster Financial Assistance Regulation or Commercial Insurance will be deducted from the applicable Program Payments.

15. REPRESENTATIONS AND WARRANTIES:

The Applicant represents and warrants that the person signing the Program application and other Program documents is duly authorized to bind the 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. APPEALS:

- 16.1 The Program Administrator is authorized to receive, assess, verify and initiate payments relating to applications under the Program. A person who disputes a decision of the Program Administrator (the objector) has 21 calendar days from the date of payment or of notice of the decision in which to register an objection to the decision, as described in Section 16.2.
- 16.2 Objections and supporting documentation must be made in writing and received within the appeal period by the British Columbia Ministry of Agriculture and Food at the following address:

**2023 Canada – British Columbia Wildfire and Drought
Recovery Initiative Appeal Committee**
*Business Risk Management Branch
Ministry of Agriculture and Food
200 - 1690 Powick Rd
Kelowna BC V1X 7G5*

- 16.3 Once received, the Program Administrator will appoint an Appeals Committee to review any objections and supporting information received within the appeal period.
- 16.4 The Appeals Committee will advise the objector as to the outcome of that review.

17. CHANGES TO PROGRAM OR PROGRAM CONDITIONS:

- 17.1 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.