

2022 Canada-Alberta Bee Colony Replacement Assistance Initiative
Terms and Conditions
Current as of June 21, 2023

I. Purpose

The purpose of this AgriRecovery initiative is to provide compensation to eligible commercial beekeepers that purchased replacement colonies, bee packages and queens as a result of the extraordinary losses of colonies during the winter of 2021/2022 due to extreme weather and varroa mite infestation.

II. Definitions:

- A. “Administration”** means AFSC.
- B. “AFSC”** means Agriculture Financial Services Corporation.
- C. “Applicant”** means a person who applies to the Program.
- D. “Application”** means the Application Form and the supporting documents submitted by an Applicant.
- E. “Application Form”** means the intake form, in paper or electronic format, that an Applicant must complete to be considered for acceptance to the Program.
- F. “Bee Package”** means bees packaged and sold by weight to constitute the nucleus of a hive.
- G. “Beekeeper Registration Number”:** means the unique number issued under the Bee Act to the Registered Commercial Beekeeper upon completing the beekeeper registration form with Agriculture and Irrigation.
- H. “Colony”** means the bee family, normally including a Queen and all the other Bees that live in that hive, including workers and drones in all various life stages, such as eggs, larvae, pupae and adults; and includes a Nucleus Colony.
- I. “Eligible Participant”** means an Applicant that has been approved to participate in the Program.
- J. “Eligible Purchase”** means the purchase of a Colony, Bee Package or Queen to replace a Qualified Colony
- K. “Extraordinary Overwinter Event”** means extreme weather and/or varroa mite infestation during the winter of 2021-2022.
- L. “Lost Colonies”** means the number of Colonies that did not survive the Extraordinary Overwinter Event, as calculated in accordance with the formula at section V.B.2.

- M. **“Normal Loss”** means 30%, being the average national Colony winter loss rates.
- N. **“Nucleus Colony”** means worker bees and a Queen on comb, in a small Colony, including 4 – 6 frames of comb, brood, and stores;
- O. **“Program”** means the 2022 Canada-Alberta Bee Colony Replacement Assistance Initiative described by these Terms and Conditions.
- P. **“Program Website”** means www.AFSC.ca.
- Q. **“Qualified Colonies”** means the maximum number of Colonies for which an Eligible Participant may be compensated for a replacement purchase, as calculated in accordance with the formula at section V.B.2.
- R. **“Queen”** means an adult reproductive female honey bee
- S. **“Registered Commercial Beekeeper”** means an active commercial beekeeper that is responsible for the day-to-day management and work of a bee operation located primarily in Alberta, and that is registered as a beekeeper under the *Bee Act* (Alberta).
- T. **“Terms and Conditions”** refers to the contents of this document.

III. Eligibility Requirements

A. Eligible Participant

- a. 1. To be an Eligible Participant, an Applicant must Be either:
 - i. An individual who is: (1) at least 18 years of age; (2) either a Canadian citizen or a permanent resident of Canada; and (3) resident in Alberta; or
 - ii. A corporation registered in Alberta.
- b. Either:
 - i. Report farm income and expenses in Alberta for income tax purposes; or
- c. For Applicants that are not required to file farm income tax, be able to demonstrate to the satisfaction of the Administration that the Applicant produces and sells agricultural commodities; and as of June 30, 2021:
 - i. Be a Registered Commercial Beekeeper,
 - ii. Own 100 or more Colonies that were under the Applicant’s *Bee Act* (Alberta) registration; and
Not be subject to any orders under section 7 or 8 of the *Bee Act* (Alberta).

B. Eligible Items

- 1. Subject to the maximums in section V.B.2, the Program will compensate Eligible Participants for the cost Eligible Items.
- 2. To be an Eligible Item, an item must:

- a. Be one of the following:
 - i. Colony;
 - ii. Bee Package; or
 - iii. Queen;
- b. Have been purchased by an Eligible Participant between January 1, 2022 and May 1, 2023; and
- c. Have been purchased to replace a Qualified Colony.

IV. Application Process

A. General Intake Process

1. Applicants must submit completed Application Forms and all supporting documents by July 31, 2023.
2. Existing AFSC clients will use their existing AFSC ID number; non-AFSC clients will be issued a new AFSC ID number as part of the process.
3. The Application must be submitted online through AFSC Connect for expedited processing.

Alternatively, paper-based Applications can be delivered in person at an AFSC branch office or submitted by fax to 1-403-782-8441

4. Applicants may call 1-877-899-2372 for further information.

B. General Conditions of Application

1. Applicants must sign a declaration confirming that they have met and agree to the Terms and Conditions.
2. An Applicant shall not make an application in respect of any Colonies that are already the subject of an application by any other person, including, without limitation:
 - a. A person who is not at "arm's length", or a person who is a "related person", both as defined by the Income Tax Act (Canada); or
 - b. A shareholder, member or partner participating with the Applicant in the same operation.
3. Applicants agree to disclose payments or in-kind contributions from industry, federal, provincial or municipal governments that were received in respect of similar activities or objectives of the Program, excepting any payments received under AgriStability.
4. Applications must be signed by the Applicant, or by a person properly authorized to sign on behalf of the Applicant. The Administration may require evidence of such authorization and has discretion to determine the adequacy of any such evidence of authorization.
5. If the person who signs or submits the Application on behalf of an Applicant 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 the Applicant, or for any overpayments owed by them or the Applicant, under the Program.

6. The Applicant consents to the Administration releasing any information contained in the Application, or related to it, and obtained by the Administration in the course of verifying the Application, to any government department, agency or other body for the purposes of verifying the Application, determining the Applicant's eligibility for payments under the Program, or both. The Applicant expressly authorizes the Administration to obtain information from any government department, agency or other body to verify the contents of the Application and to determine the Applicant's eligibility for payments under this Program.

C. Supporting Documents for Bee Colony Replacement Assistance

1. Eligible Participants must provide a copy of their Certificate of Registration under the *Bee Act* from the Alberta Provincial Apiculturist upon request.
2. The Administration may request purchase receipts and other documentation to verify information provided as part of the Application. Failure to provide the requested documentation may result in reject of the Application, a reduced Program payment, or a requirement to repay funds paid.

V. Payments

A. General Payment Matters

1. The minimum payment available under this program is \$250.00
2. Eligible Participants cannot assign or defer any payment under this Program.
3. Any tax information slips required by the Income Tax Act (Canada) will be issued in the name of the Eligible Participant.
4. Payments will be considered allowable income for the purposes of AgriStability in the Program Year only, to the extent they are eligible under AgriStability. Payments will not be considered allowable income for calculation of reference margin.
5. Payments will not be considered allowable revenue for the purposes of AgriInvest.

B. Calculation of Bee Colony Replacement Assistance Payment

1. The maximum number of Eligible Items for which an Eligible Participant may receive payment under the Program is equal to the number of the Eligible Participant's Qualified Colonies, which is calculated as follows:
 - a. Colonies put into winter in the Fall of 2021 minus the viable Colonies in the Spring of 2022 = Lost Colonies
 - b. Lost Colonies – (Number of Colonies put into winter in the Fall of 2021 x Normal Loss percentage) = Qualified Colonies

2. Eligible Purchases shall be compensated up to the following maximums:
 - i. for each Colony, up to a maximum of \$210 per Colony;
 - ii. for each Bee Package, up to a maximum of \$140 per Bee Package;
 - iii. for each Queen, up to a maximum of \$35 per Queen.

3. To calculate the maximum compensation per Application, the priority for the processing of claims for Eligible Items will first be all purchases in 2022, and, if eligible, the purchases in 2023. The Colony purchases in 2022 and the eligible 2023 Colony purchases will be ranked and compensated based on the highest cost category first up to the total number of Qualified Colonies, in the following order:
 - i. Colonies, if any, then
 - ii. Bee Packages, if any, then
 - iii. Queens.

Calculations will continue until the maximum number of Eligible Purchases has been reached.

4. If the Colonies put into winter in the Fall of 2022 are equal or greater than the Colonies put into winter in the Fall of 2021, no 2023 claims will be eligible for compensation.

5. If the Colonies put into winter in the Fall of 2022 are less than the Colonies put into winter in the Fall of 2021, any Colonies purchased in 2023 equal or less than the difference between the 2021 and 2022, will be considered in the pool of colonies to be reimbursed for Qualified Colonies.
 - a. The Colony purchases in 2022 and the eligible 2023 Colony purchases will be pooled as one and ranked based on the highest cost category first up to the total number of Qualified Colonies.

C. Set Off of Payments against Debts Owning by Eligible Participants

1. The Administration has the right to deduct in full, via set-off, any debt owing by an Eligible Participant to AFSC, the Government of Alberta, or the Government of Canada, from any payment payable to that Eligible Participant under this Program

VI. Overpayments

1. If, after making a payment under the Program, the Administration determines that:
 - a. The payment was made to a person who does not qualify as an Eligible Participant;
 - b. The payment was made in respect of items that do not qualify as Eligible Items;
 - c. The payment was made in respect of colonies that are in excess of the Eligible Participant's Qualified Colonies, or otherwise exceeds the maximums permitted under these Terms and Conditions;
 - d. The Eligible Participant fails to provide sufficient documentation to allow the Administration to verify eligibility for Program payment;

- e. False or misleading information was provided in the Application, or in any manner whatsoever, to the Administration;
- f. The Eligible Participant breached any of the Terms and Conditions, including a requirement to provide satisfactory purchase receipts when requested; or
- g. The payment was overpaid in any amount for any reason;

Then the Administration may require the person who received that payment to repay some or all of it, and the amount of such payment shall be considered to be an overpayment.

- 2. Until the amount of the overpayment is repaid, such amount will be considered to be a debt due to the Crown in right of Alberta by the recipient of that overpayment and shall be recoverable in the same manner as any other debt due to the Crown.
- 3. The recipient of an overpayment shall repay such overpayment amounts to the Administration within 30 days of notice being provided to the recipient by the Administration.
- 4. The recipient's failure to refund an overpayment will result in the amount of the overpayment being set off against any amounts owed by the Administration to the recipient or an Eligible Participant associated with the recipient.
- 5. Interest will be charged on the amount of the overpayment, commencing from the date that notice is given to the recipient of the overpayment, at an annual interest rate of CIBC prime plus 2%, adjusted quarterly, until the amount of the overpayment, including accrued interest, is fully repaid.

VII. Verification

- 1. The Administration may use any means at its disposal to audit and verify any claims made by Eligible Participants, including, but not limited to, requiring production of purchase receipts, AgriStability records, AgrilInsurance records or inventory records.
- 2. The Administration may conduct on premise verifications at any time for the purpose of verifying eligibility for payment under the Program, and Eligible Participants grant an irrevocable license to the Administration, or its agents, to access all lands owned by the Eligible Participants for such purpose so that any access by the Administration, or its agents, to those lands shall not constitute trespass.
- 3. As a condition of participation in the Program, an Eligible Participant authorizes the Administration, to obtain information from any government department, agency or third party, for the purposes of verifying: (i) the basis of the Program payments; or (ii) any other information provided by the Eligible Participant under the Program.
- 4. As a condition of participation in the Program, an Eligible Participant consents to the Administration disclosing any information in the Administration's possession to any government department, agency, or third party for the purposes of verifying: (i) the basis of the Program payments; or (ii) any other information provided by the Eligible Participant under the Program.
- 5. On request, Eligible Participants shall supply the Administration, Alberta Agriculture

and Irrigation, and Agriculture and Agri-food Canada with access to any land, records, and books of account, income tax returns or other documentation required to administer, or conduct audits of, the operation of the Program.

6. On request, Eligible Participants shall provide the Administration with copies of any records, books of account, income tax returns or documentation of its operations, as well as those of:
(a) a person who is not at "arm's length", or a person who is a "related person", both as defined by the *Income Tax Act* (Canada); and
(b) a shareholder, member or partner participating with the Eligible Participant in the same operation, for the purposes of verifying or auditing the Eligible Participant's eligibility for payment under the Program. If the Eligible Participant fails to provide any of the foregoing within 30 days of the Administration's request, then the Administration may require the Eligible Participant to repay any payment received under the Program.
7. The Administration may, in its discretion reject any Application that is inaccurate or incomplete.

VIII. Amendments to the Program

1. The Program and Terms and Conditions may be amended at any time, without notice. If these Terms and Conditions are amended, the amended Terms and Conditions will be posted to the Program Website.
2. Applications will be administered according to the Terms and Conditions in effect as of the date that the Application was received by the Administration.

IX. Termination of the Program

This Program may be terminated any time, without notice, for any reason, including that the funds allocated to the Program have been exhausted.

X. Limitation of Liability and Indemnification

1. Neither the Administration, the Government of Alberta, nor the Government of Canada, nor their agents, shall be liable to an Eligible Participant, its heirs, administrators or assigns for any personal injury, property damage, or any other manner of injury, damage, claim or loss whatsoever arising out of this Program and the Eligible Participant's participation in it.
2. It is a condition of participation in the Program by an Eligible Participant that the Eligible Participant indemnify and hold harmless the Administration, the Government of Alberta, the Government of Canada, and each of their agents, against any loss, damage, award or costs arising from any demand, claim or proceeding whatsoever that may arise as a result, whether directly or indirectly, as a result of the Eligible Participant's participation in the Program.

XI. Stacking of Assistance

The Eligible Participant agrees to disclose to the Administration all other sources of funding

in respect of the activities and objectives under this the Program over and above any funding received from AgriStability, AgrilInsurance, or AgrilInvest, including financial contributions from federal, provincial, municipal governments or industry led initiatives.

XII. Registration of Lobbyists and Conflicts of Interest

1. A person lobbying, as defined in the Lobbying Act (Canada), on behalf of an Applicant or Eligible Participant must be registered pursuant to this Act. For greater clarity, this Act excludes from registration, among others, members of the Provincial Legislature or their staffs and employees of the provincial government.
2. 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