



Growing Forward 2

Canada-Nova Scotia Strawberry Assistance Initiative

Program Guidelines

2013-2014

Programs and Business Risk Management

60 Research Drive, Suite A
Bible Hill, Nova Scotia B6L 2R2
Tel: 902-893-6510
Toll free: 1-866-844-4276
Fax: 902-893-7579
Email: prm@gov.ns.ca
<http://novascotia.ca/agri/>

Guidelines

These guidelines reflect the intent and substance of the Terms and Conditions of the 2013 Canada-Nova Scotia Strawberry Assistance Initiative. In the event of any inconsistencies between these guidelines and the 2013 Canada-Nova Scotia Strawberry Assistance Initiative Terms and Conditions, the Terms and Conditions of the Agreement will prevail.

Objective

The objective of this initiative is to provide assistance to commercial strawberry producers in Nova Scotia with the extraordinary costs associated with removing and replacing strawberry plants in an effort to support the industry developed strategy for managing a virus.

Eligible Applicant

- has a current registration under the *Farm Registration Act*
- is an individual 18 years of age or older at the time of application
- is actively farming
- in the case of lease agreement, the lease must be long term duration (at least five years)
- is not a research station, government funded agency or institution
- has destroyed acreage during the 2013 program year, or will destroy prior to the 2014 growing season

Eligible Acres

Payments under this Program are intended to cover a portion of the costs associated with re-planting strawberry acres for fruiting and nursery systems. Fruiting acres are eligible if they have been destroyed to manage the virus complex and were destroyed prior to their last normal fruiting period (i.e. not scheduled for destruction at the end of 2013 or prior to 2014, as part of the producer's normal course of business).

Nursery acres may be eligible if they have removed generational stock that is not normally harvested for sale (e.g. generation 2 or 3 stock) in 2013 in an effort to manage the virus complex.

Acres that will not be considered eligible are:

- strawberry varieties that are planted and plowed under in the same year, including day neutrals and other annual varieties
- acres that would normally be scheduled for destruction and replanted as part of the completion of a normal production cycle

How to Apply

- Complete the application form and attach any required information
- Submit application to the programs office by **May 1, 2014** at:

Programs and Business Risk Management (PBRM)

60 Research Drive, Suite A

Nova Scotia B6L 2R2

Phone: 902-893-6510 Toll free: 1-866-844-4276

Fax: 902-893-7579

Email: prm@gov.ns.ca Website: novascotia.ca/agri/

Conditions for Approval

- All acreages to be destroyed must be independently verified by the *Nova Scotia Crop and Livestock Insurance Commission*.
- Assistance can only be granted if strawberry plants are destroyed and replanted.
- Upon inspection, if the work identified in the claim is not completed in its entirety, partial/no assistance may be granted at the discretion of the Program Administrator.
- Infected fields must be destroyed prior to **May 15, 2014**

Critical Dates to remember:

Application submitted by: May 1, 2014

Field plowed by: May 15, 2014

Final claim by: October 31, 2014

Financial Assistance

Available assistance through this program represents 70% of the extraordinary costs incurred to re-establish strawberry acres. Payments will be calculated based on the following:

- a base payment per acre which is representative of incremental costs of labour and materials has been defined as follows:

Matted Row Production

\$1,450 per acre

Plastic Mulch System

\$3,100 per acre

Nursery Systems

\$3,100

- for matted row and plastic systems, an additional payment equal to 70% of the cost of strawberry plants, at a planting density no greater than that prior to destruction, is eligible (to a maximum of 70% of 15¢/plant or 13.5¢/plant for non-arms-length purchases)
- for matted row and plastic systems, an additional payment equal to 70% of the cost of strawberry plugs, at a planting density no greater than that prior to destruction, is eligible (to a maximum of 70% of 30¢/plug or 27¢/plant for non-arms-length purchases)

The following conditions apply:

- Payments cannot be assigned or deferred to a subsequent tax year
- An acre of land is not eligible for payment more than once
- Payment does not include HST/GST

Claiming Process

- Upon completion of the project, applicant must submit a Strawberry Assistance Initiative claim form prior to **October 31, 2014** to trigger a post inspection.
- Re-planting cost will be verified by a copy of receipts with proof of payment for plants purchased at the rate existing prior to destruction.
- Compensation will be paid when administrative staff have confirmed that plants have been delivered and have been planted.
- Receipts for plants must accompany your claim.
- This program will not assist in the conversion to a plastic mulch system.

Example of payment:

Plastic System: 10 acres removed and 200,000 plants purchased at \$0.13/plant
10 x \$3,100 = \$31,000
\$26,000 @ 70% = \$18,200 (200,000 x \$0.13 = \$26,000)
Total Payment = \$49,200

Matted Row: 10 acres removed and 45,000 plants purchased at \$0.18/plant
10 x \$1,450 = \$14,500
\$6,750 @ 70% = \$4,725 (45,000 x \$0.15 (max) = \$6,750)
Total Payment = \$19,225

The Canada-Nova Scotia Strawberry Assistance Initiative may be terminated by the Nova Scotia and/or Canadian government at any time without prior notice to applicants or eligible participants.

1 Purpose

The purpose of this initiative is to provide AgriRecovery assistance to help strawberry producers in Nova Scotia with the extraordinary costs associated with removing and replacing strawberry plants in the support of the industry led strategy for managing the strawberry Virus Complex.

2 Definitions

“Applicant” means a producer who has completed and filed an Application Form to participate in the Program;

“Application Form” means the form an Applicant must complete to be considered for eligibility to the Program;

“Claim Form” means the form an Applicant must complete to accompany Eligible Receipts being submitted for program purposes;

“Eligible Replacement Strawberry Plants” means strawberry plants that have met testing protocols established by the Nova Scotia and have met the thresholds of not more than 5% positive for Mild Yellow Edge Virus and not more than 0% of Strawberry Mottled Leaf Virus obtained to replace strawberry plants removed due to the industry led virus management strategy;

“Extraordinary Costs” means those costs related to re-establishing a strawberry field that would otherwise not have been incurred in full fruiting production;

“Generational Stock” means Nursery plants that are grown in restricted quarters within a nursery for multiple generations for the purpose of establishing significant volume of a particular strain before being released for sale;

“Matted System Row” means a production system where strawberries are planted and encouraged to produce runners on a bed without a plastic covering;

“Minister” means the Nova Scotia Minister of Agriculture or his authorized representatives;

“Non-Arm’s Length Transactions” Transactions between parties that are defined as Related Persons as defined under the Income Tax Act;

“Nursery System” means a production system where strawberry plants are produced expressly for the purposes of selling or propagating the plant stock;

“Plastic System” means a production system where strawberries are planted on a raised bed covered with a plastic covering;

“Plug” means a strawberry plant that has been propagated in a seeding pod for later transplanting;

“Program” means the Canada-Nova Scotia Strawberry Assistance Initiative;

“Program Administrator” means the Nova Scotia Department of Agriculture; and

“Virus Complex” means the virus complex which has infected strawberry plants and is a combination of the SMYEV and the SMOV which exist in green plant material and is spread by a strawberry aphid.

3 ELIGIBILITY

3.1 An **Eligible Participant** is an agricultural producer who has applied to the Program and:

3.1.1 Is an individual 18 years of age or older at the time of application, partnership, corporation, cooperative, commune or First Nation;

3.1.2 Is an individual or entity that:

3.1.2.1 Has carried on the business of farming in Nova Scotia and is a registered farm under the Nova Scotia Farm Registration Act;

3.1.2.2 Has removed or intends to remove and replant strawberry acres to manage the virus complex; and

3.1.2.3 Owns or leases the Eligible Acres and is responsible for the expenses related to the operation of Eligible Acres

3.1.3 Is not a research station, government funded agency or institution.

3.2 **Eligible Receipts** must:

3.2.1 Identify a purchase and/or delivery of Eligible Replacement Strawberry Plants that has occurred between January 1, 2013 and August 31, 2014;

3.2.2 identify the costs and number of strawberry plants;

3.2.3 show proof of payment or confirm that the strawberry plants have been delivered to the Eligible Participant;

3.2.4 reflect the fair market value of strawberry plants as determined by the Program Administrator;

3.3 **“Eligible Acres”** means

3.3.1 For Strawberry Fruiting Acres

3.3.1.1 acres where strawberry plants have been destroyed to manage the Virus Complex and which were not scheduled for destruction in 2013 and 2014, as part of the producer’s normal course of business; and

3.3.1.2 acres where strawberry plants were destroyed before May 15, 2014.

3.3.2 For Strawberry Nursery Acres

3.3.2.1 Nursery acres of generational stock that are not normally harvested for sale will be eligible for payment (E.g. Generation 2 or 3 stock)

3.4 **Ineligible Acres** means:

3.4.1 Strawberry varieties that are planted and plowed under in the same year, including day neutrals and other annual varieties

3.4.2 Acres that would normally have been scheduled for destruction and replanted as part of the completion of a normal production cycle.

3.4.3 Fruiting fields planted before 2009

4 APPLICATION AND CLAIM PROCESS

- 4.1 Eligible Participants are required to sign and submit a completed Application Form.
- 4.2 Completed Application Forms must be received by the Nova Scotia Department of Agriculture by May 1, 2014. The Application Forms may be delivered in person, faxed or mailed (if post marked by May 1, 2014).
- 4.3 Eligible Participants are required to sign and submit a completed Claim Form, along with supporting documentation (including Eligible Receipts) must be submitted by October 31, 2014.
 - 4.3.1 Completed applications and supporting documentation can be delivered in person, faxed or mailed (if post marked by October 31, 2014 to:

Nova Scotia Department of Agriculture
Programs and Business Risk Management Division
60 Research Drive, Suite A
Truro, Nova Scotia
Tel: (902) 893-6510
Fax (902) 893-7579

5 SIGNATURES

- 5.1 Eligible Participants must sign a declaration confirming that they have met the conditions of the Program.
- 5.2 In the case of corporations, partnerships, cooperatives, communes and First Nations, Program documentation must be signed by a properly authorized person. If the person who signs is not properly authorized to do so, they will be held personally liable. Proof of authorization may be required by the Program Administrator.
- 5.3 Designates of the Eligible Participant are not permitted to sign the Program documentation unless they are a duly authorized Power of Attorney or an executor/executrix, proof of which is to be provided with the signed document.

6 PAYMENTS

- 6.1 Payments under the program represent 70% of the extraordinary costs incurred to remove and re-establish eligible strawberry acres.

Payments will be calculated using the following methodology:

- 6.1.1 Compensation per plant will be 70% of the actual plant cost, to a maximum of \$105/1000 plants. For Non Arm's Length transactions, the maximum payment will be \$95/1000 plants.
- 6.1.2 Compensation per plug will be 70% of the actual plug cost, to a maximum of \$210/1000 plugs. For Non Arm's Length transactions, the maximum payment will be \$190/1000 plugs.

- 6.2 For Matted Row System Acres
- 6.2.1 A base payment of up to \$1,450 per Eligible Acre, which is representative of 70% of the incremental cost of labour and materials and;
- 6.2.2 A payment based on 70% of the cost of Eligible Replacement Strawberry Plants as per clause 6.1, at a planting density not greater than that prior to destruction.
- 6.3 For Plastic System Acres
- 6.3.1 A base payment of up to \$3,100 per Eligible Acre, which is representative of 70% of the incremental cost of labour and materials and
- 6.3.2 A payment of 70% of the cost of Eligible Replacement Strawberry Plants as per clause 6.1 at a planting density not greater than that prior to destruction.
- 6.4 For Nursery System Acres
- 6.4.1 A payment of the base rate of \$3100 per acre for acres confirmed positive for the virus complex and subsequently replaced.
- 6.5 Payments cannot be assigned or deferred to a subsequent tax year.
- 6.6 The same acre of land is not eligible for payment under this Program more than once.
- 6.7 Tax information slips required under the *Income Tax Act (Canada)* will be issued in the name of the Eligible Participant.
- 6.8 Payments will be considered allowable income for the purposes of the AgriStability program in the Program year only. Program payments will not be considered allowable income for calculation of reference margins under the AgriStability program.
- 6.9 Payments will not be considered allowable revenue for the purposes of the AgriInvest program.
- 6.10 The Program Administrator may reject any application that is inaccurate or incomplete.
- 6.11 Cashing of a Program payment cheque or receipt of a direct deposit transaction by an Eligible Participant indicates satisfaction with the calculation of the payment.

7 TERMINATION OF PROGRAM

The Program may be terminated by Nova Scotia and/or Canada at any time, without prior notice to Applicants or Eligible Participants.

8 VERIFICATION AND DECLARATIONS

- 8.1 The Eligible Participant agrees to supply the Program Administrator with all documentation or information required to verify eligibility for payment and to administer the Program, including allowing access to the Eligible Acres for measurement and verification purposes.
- 8.2 The Eligible Participant agrees that the Program Administrator will have full access to their farming operation to verify Program eligibility and to determine payments under the Program.
- 8.3 The Program Administrator may verify any information submitted to the Program through random inspections and/or on farm audits.

- 8.4 The Eligible Participant expressly authorizes the Program Administrator to obtain information from any government department, agency or third party for the purposes of verifying the basis of the Program payments or any other information provided by the Eligible Participant under the Program.
- 8.5 The Eligible Participant consents to the Program Administrator releasing any information provided or obtained to any government department, agency, or third party for the purposes of auditing and/or evaluating the Program, verifying the application or determining the Eligible Participant's eligibility for the Program or other related programs.
- 8.6 The Eligible Participant agrees to, and shall disclose payments or in-kind contributions from industry, federal, provincial or municipal governments which was received in respect of the activities and objectives of the Program. This requirement excludes any payments received under the AgriStability program.
- 8.7 The Eligible Participant shall indemnify the Province of Nova Scotia and its appointed representatives against any loss, damage or award arising from any demand, claim or proceeding claiming for animals or personal injury (including death), accident or property damage occurring during the verification process

9 WAIVER OF LIABILITY

The Eligible Participant acknowledges that, Canada and/or the Province of Nova Scotia are not liable to the Eligible Participant, the Eligible Participant'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 Participant's participation in it.

10 REFUNDS/OVERPAYMENTS

If it is determined by the Program Administrator that a payment in contravention of these Terms and Conditions and/or the laws of the Province or Canada, has been received by the Eligible Participant, such payment will be considered to be a debt owing by the Eligible Participant to the Province of Nova Scotia and to Canada. The Eligible Participant agrees to refund such payment to the Province within thirty (30) days of notice being provided to them. The Eligible Participant's failure to refund such payment by the prescribed deadline may result in the debt being set off against money owed by the Province to the Eligible Participant. Interest charges based on an annual interest rate of Overnight Prime Lending Rate as published by the Bank of Canada, 3% adjusted quarterly, will be added to any debt not repaid by the prescribed deadline.

11 FALSE OR MISLEADING INFORMATION

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

12 DEBTS TO GOVERNMENT OR THIRD PARTIES

Program payments may be deducted and applied to any debts owed by the Eligible Participant to the Province of Nova Scotia or Canada.

13 MINISTERIAL DISCRETION

The Minister has the absolute discretion to determine any payments under this Program notwithstanding the Program Terms and Conditions.

14 REPRESENTATIONS AND WARRANTIES

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

15 APPEALS

- 15.1 The Program Administrator is authorized to receive, assess, verify and make payments relating to applications.
- 15.2 A person who disputes a decision of the Program Administrator has twenty-one (21) calendar days from the date of payment or of notice of the decision in which to register an objection to the decision.
- 15.3 Objections and supporting information must be made in writing and received within the appeal period by the Program Administrator at the following address:

Canada – Nova Scotia Strawberry Assistance Initiative

Nova Scotia Department of Agriculture
Programs and Business Risk Management Division
60 Research Drive, Suite A
Truro, Nova Scotia
Tel: ((902) 893-6510
Fax (902) 893-7579

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

16 CHANGES TO PROGRAM OR PROGRAM CONDITIONS

In the event that the Program is changed, any application received after the Program is revised, will be administered according to the conditions applicable as of the date that the application was received.

17 STACKING OF ASSISTANCE

The Applicant agrees to disclose to the Program Administrator all other sources of funding in respect of the activities and objectives under this Program over and above any funding received from AgriStability, AgriInsurance, or AgriInvest, but including financial contributions from federal, provincial, or municipal governments.

18 REGISTRATION OF LOBBYISTS

A person lobbying, as defined in the federal *Lobbying Act*, on behalf of an Applicant must be registered pursuant to the 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.

The 2013 Canada–Nova Scotia Strawberry Assistance Initiative is intended to provide assistance with removing and replacing strawberry plants to prevent the further spread of Mild Yellow Edge (MYE) – Mottled Leaf (ML) virus complex.

1 Give your personal information (print or type)

File No. (OFFICE USE): _____

Name of applicant (include middle name): _____

Business name (if applicable): _____

Mailing address: PO Box: _____ City/Town: _____ Postal code: _____

Location: Civic #: _____ RR#: _____ County: _____

Telephone: _____ Cell: _____ Fax: _____

Email address: _____

2 Give business information

Farm Registration number: _____

3 Provide Cropping Details

A. Indicate the total acreage destroyed

Field Name	Location	Size (acres)	No. of Plants per Acre	Nursery	Fruit: Matted Row or Plastic?		Year of Original Planting	Date Plowed** (DD-MM-YYYY)	Date Replanted (DD-MM-YYYY)
					M	P		(If not complete, specify planned date)	
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
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				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

How many years do you normally harvest fruit from a field before replacing it? _____ Years

**Have acreages plowed been verified by the Nova Scotia Crop and Livestock Insurance Commission? Yes No



A federal-provincial-territorial initiative



4 Sign the consent and certification

I/We, the Applicant(s):

- Acknowledge that the Programs and Business Risk Management Division will use the information from this form to determine my/our eligibility and my/our benefit under the 2013 Canada-Nova Scotia Strawberry Initiative and, if applicable, may use the information to assist in determining the 2013 Canada-Nova Scotia Strawberry Initiative and other Agricultural Programs eligibility benefits for those applicants I/we farm with;
- Certify that all information submitted on this application is accurate, true and correct;
- Certify that I/we are the only taxable entities making application for the items listed within this application;
- Understand that it is my/our responsibility to ensure that I/we understand, accept, and are in compliance with the Terms and Conditions of this Initiative;
- Certify that I/we will supply, on request, to Programs and Business Risk Management Division, or their representative, any documentation they consider necessary to administer this Initiative;
- Consent to third parties, including Canada Revenue Agency (CRA), disclosing upon request to Programs and Business Risk Management Division, or their representative, any information pertaining to me/us or my/our financial affairs which Programs and Business Risk Management Division considers necessary for the purpose of administering the Initiative;
- Consent to random inspections and/or on-site farm audits by Programs and Business Risk Management Division, or their representative, at any time to verify eligibility and to evaluate and enforce the provisions of this Initiative;
- Agree that Programs and Business Risk Management Division may review, as necessary, information held by the respective governments related to other programs in which I/we am/are enrolled to verify the information provided on this application form;
- Agree to return all or part of the funds received under this Initiative to Programs and Business Risk Management Division should an audit subsequently determine the funds have been received in contravention of the Initiative eligibility requirements; these obligations; and/or laws of the province of Nova Scotia and federal laws of Canada within thirty (30) days of notice being provided to them. Failure to refund such payment by the prescribed deadline may result in the debt being set off against money owed by the Province of Nova Scotia. Interest charges based on an annual interest of Overnight Prime Lending Rate as established by the Bank of Canada (Prime Rate) + 3% adjusted quarterly, will be added to any debt not repaid by the deadline;
- Agree and understand that the Social Insurance Number or Business Number or GST Registration Number is collected and disclosed under the authority of Section 11 of the *Farm Income Protection Act* and disclosed under the authority of the *Income Tax Act of Canada* for the purposes of declaring income;
- Certify that, if I am an individual subject to the provisions of any values and ethics codes applicable within provincial, federal or territorial governments or specific organizations and I am deriving a benefit from this Initiative, that I am in compliance with such legislation and codes;
- Acknowledge that Programs and Business Risk Management Division may also use my information for the administration of other Programs and Business Risk Management Division programs and to advise me about Programs and Business Risk Management Division programs and services;
- Acknowledge that Programs and Business Risk Management Division may share my/our non-identifying information with Agriculture and Agri-Food Canada (AAFC) for the purpose of policy and program development as well as for evaluation, research and statistical purposes;
- Confirm that my/our personal information may be used for the purposes of verifying set offs on any debt owed to the Crown.

Applicant Name (print)*

Signature

Date (DD-MM-YYYY)

Applicant or Authorized Signatory

The personal information in this application is collected by Programs and Business Risk Management Division, on behalf of the province of Nova Scotia, for the purposes of administering the Strawberry Assistance Program. It is collected under the authority of section 12(5) of the *Farm Income Protection Act*, and is subject to, the *Freedom of Information and Protection of Privacy Act (FOI/POP)*. If you have any questions about this form and the collection or use of your personal information, please contact the Programs and Business Risk Management office at the address below.

5 Return completed form to

Nova Scotia Department of Agriculture

Programs and Business Risk Management Division

60 Research Drive, Suite A, Bible Hill, NS B6L 2R2

Questions? Call 902-893-6510 or 1-866-844-4276 (4PRM)

Fax: (902) 893-7579 Email: prm@gov.ns.ca Website: novascotia.ca/agri/

Submission Deadline: May 1, 2014

Note: Claim forms will be made available to approved applicants. The claiming deadline is October 31, 2014