

# Sustainable Canadian Agricultural Partnership

Competitive. Innovative. Resilient.

## AgriRecovery: Canada- Manitoba Bee Mortality Assistance Program

Program Guide and Program Terms and  
Conditions

Version 1.0



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# Section 1 - Program Description

AgriRecovery funding is available for Manitoba beekeepers affected by severe overwinter bee mortality over the winter of 2021/22. The program provides support to producers to offset the extraordinary expenses required to replace lost colonies through purchases of replacement colonies, packaged bees and/or queens.

## Section 2 - Program Eligibility

The program is open to Manitoba beekeepers who:

- Owned 50 or more colonies, as of November 1, 2021
- Have a valid Manitoba Beekeeper Registration Number (as of November 1, 2021)
- Wintered colonies in Manitoba between the November 1, 2021 and May 21, 2022 inventory dates.
- Experienced extraordinary overwinter losses greater than 30% between November 1, 2021 and May 21, 2022.

A business or organization with multiple divisions, operating names or units, will count as one business or organization.

## Section 3 - Cost Share Funding

### Eligible Expenses

Eligible expenses include:


- Replacement bees, including:
  - Colonies (including nucleus colonies)
  - Package bees
  - Queens

Payment calculations are as follows:

**A. November 1, 2021 Colonies – May 21, 2022 Colonies = Total Winter Losses**

**B. 30% of November 1, 2021 Colonies = Normal Winter Loss**

**C. Total Winter Losses – Normal Winter Loss = Extraordinary Losses**



The payment for Extraordinary Loss is based on the replacement stock purchased by the producer. The payment rates are as follows:

- \$210 per colony (including nucleus colonies)
- \$140 per bee package
- \$35 per queen

Expenses must have been incurred between January 1, 2022 and June 30, 2023.

Producers must demonstrate they purchased sufficient replacements to cover the normal winter loss for the 2021/22 year. No payment is provided for replacement stock purchased to address normal winter loss, losses after May 21, 2022, or growth.

## Ineligible Expenses

The following expenses are **ineligible** for funding:

- Colonies, nucleus colonies, packages and/or queens purchased before January 1, 2022 or after June 30, 2023
- Colonies, nucleus colonies, packages and/or queens purchased in excess of the number required to restore the inventory to the November 1, 2021 level
- Queens reared by the applicant
- Purchases of bee equipment (e.g., frames, hive boxes, etc.)
- Any expense, including a tax, which is eligible for a rebate, credit or refund such as Goods and Services Tax (GST)
- Any other expense deemed ineligible by the program administrator

## Funding from Government

The applicant must adhere to the stacking limit. The stacking limit refers to the maximum level of total Canadian government funding (federal, provincial/territorial and municipal) a successful applicant can receive towards total approved eligible expenses.

The maximum level of total government funding must not exceed:

- 100 percent of total approved eligible expenses; or
- If the Applicant is a for-profit business or organization, 75 per cent for capital items that are approved eligible expenses.

## Section 4 - Application Worksheet Assessment

Application Worksheets will be assessed using the following criteria:

- Applicant eligibility
- Completeness of form

- Submission of operation information such as inventory counts, colony numbers, number of replacement stock, etc.
- Expense eligibility

## Section 5 - How to Apply for Funding

The Application Worksheet is available on the Manitoba Agriculture website. Go to <https://www.gov.mb.ca/agriculture/funding/agri-recovery-bee-mortality.html>.

The Application Worksheet must be submitted to the program administrator no later than 11:59 pm on August 31, 2023.

To ensure that claims are processed in a timely fashion, applicants are encouraged to submit Application Worksheets via:

- Email: Manitoba Agriculture at [agriculture@gov.mb.ca](mailto:agriculture@gov.mb.ca)
- Mail: AgriRecovery: Canada-Manitoba Bee Mortality Assistance Program  
903 – 401 York Avenue  
Winnipeg, MB  
R3C 0P8

Applicant must acknowledge and agree to the terms and conditions contained in the Application Worksheet and in the Program Guide and Program Terms and Conditions.

Only the applicant may complete the Application Worksheet or other program documents.

Applicants must comply with all Manitoba and federal government laws and regulations applicable to their projects and to their business or organization's operations.

In the case of partnerships, corporations and other business organizations, a designated person with legal authorization must complete the Application Worksheet and other program documents. The program administrator may require proof of authorization.

## Section 6 - Program Terms and Conditions

See attached Schedule A – Program Terms and Conditions

# Schedule A - Program Terms and Conditions

## DESCRIPTION

The Canada-Manitoba Bee Mortality Assistance Program assists Manitoba commercial beekeepers who experienced extraordinary costs due to overwinter losses during the winter of 2021/22.

## DEFINITIONS

“**AAFC**” means Agriculture and Agri-Food Canada.

“**Administrator**” means Manitoba Agriculture or any entity engaged by the Government of Manitoba to carry out administrative activities in connection with the Program including Manitoba Agricultural Services Corporation.

“**Application Worksheet**” means the form required by the Administrator for Program participation as described in Section 2.

“**Beekeeper Registration**” means records from the applicant that in the sole opinion of the Administrator, are acceptable evidence of registration as a beekeeper including the Provincial Beekeeper Registration number issued by Manitoba’s extension apiarist.

“**Eligible Inventory**” means the total number of colonies and/or nucleus colonies owned by the registered beekeeper and prepared for winter as of November 1, 2021.

“**Extraordinary Loss**” means the Total Winter Losses incurred between November 1, 2021 and May 21, 2022, minus the Normal Winter Loss.

“**MASC**” means Manitoba Agricultural Services Corporation.

“**Ministers**” means The Minister of Agriculture, and Agri-Food Canada, and the Manitoba Minister of Agriculture, and includes any person authorized to act on either Minister’s behalf.

“**Normal Winter Loss**” means the first 30% loss of Eligible Inventory, which was based on the average national overwintering colony loss rate.

“**Program**” means the Canada-Manitoba Bee Mortality Assistance Program.

“**Total Winter Losses**” means all colonies that died during the winter of 2021-22 plus colonies considered non-viable on May 21, 2022.

**“Viable Colonies”** means colonies containing four (4) or more frames with 75% of the comb area covered with bees on both sides on May 21, 2022.

## 1. ELIGIBILITY

1.1. An applicant must:

- 1.1.1. be an individual who is 18 years of age or older at the time of application, or a partnership, a corporation, a cooperative, a commune or a First Nation, and must not be a research station or government funded agency or institution;
- 1.1.2. have a valid Beekeeper Registration with the province of Manitoba as of November 1, 2021;
- 1.1.3. have owned and prepared fifty (50) or more colonies for the 2021-2022 winter, as determined based on the November 1, 2021 inventory.
- 1.1.4. have owned the Eligible Inventory and experienced Extraordinary Losses between November 1, 2021 and May 21, 2022;
- 1.1.5. report farm income and expenses in Manitoba for income tax purposes; and
- 1.1.6. be liable to pay income tax in Manitoba under the Income Tax Act (Canada), or is specifically exempted from filing income tax but is a permanent resident of Canada.

1.2. Additional factors may be considered in determining the eligibility of the applicant, including the provision of false or misleading information by the applicant under other AAFC, Manitoba Agriculture or MASC programming, and amounts due and owing by the applicant under other AAFC, Manitoba Agriculture or MASC programming.


## 2. APPLICATION

2.1. Applicants must complete and sign the Application Worksheet prescribed by the Administrator, declaring they have met all terms and conditions and the information is complete and accurate.

2.2. Applicants must submit the following, to determine payment:

2.2.1. Colony inventories as follows:

2.2.1.1. November 1, 2021

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- 2.2.1.2. May 21, 2022 (total number of overwintered Viable Colonies)
  - 2.2.2. Provide types (colonies, nucleus colonies, packages, and/or individual queens) and numbers of replacement stock purchased to replace Total Winter Losses.
  - 2.3. Application Worksheets must be submitted prior to 11:59 PM August 31, 2023.
    - 2.3.1. If submitted by mail, the postmark must be no later than August 31, 2023.
    - 2.3.2. If submitted by email, evidence may be required if the Application Worksheet was not received by August 31, 2023.
  - 2.4. Designates of the applicant are not permitted to sign the Application Worksheet unless they are a duly authorized Power of Attorney or an executor/executrix, proof of which is to be provided with the signed document.
  - 2.5. Producers must provide invoices and proof of payment if requested for audit and verification purposes in accordance with section 7.


### **3. ELIGIBLE EXTRAORDINARY EXPENSES** must meet the following criteria

- 3.1. Eligible Extraordinary Expenses must:
  - 3.1.1. be replacements for Extraordinary Losses only;
  - 3.1.2. only include replacement colonies, nucleus colonies, package bees, and/or individual queens purchased between January 1, 2022 and June 30, 2023;
  - 3.1.3. be replacements for colonies that were located in Manitoba between the November 1, 2021 and May 21, 2022 inventory dates.

### **4. INELIGIBLE EXTRAORDINARY EXPENSES**

- 4.1. Without limitation, the following are not eligible expenses under the Program:
  - 4.1.1. colonies, nucleus colonies, packages, and/or queens purchased before January 1, 2022 or after June 30, 2023
  - 4.1.2. colonies, nucleus colonies, packages, and/or individual queens purchased in excess of the number required to replace the Extraordinary Loss.



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- 4.1.3. purchases of bee equipment (e.g. frames, hive boxes, etc.)
  - 4.1.4. replacements for Normal Winter Loss, any loss after May 21, 2022, or growth of the operation.

## 5. PAYMENTS

- 5.1. Payment calculations are as follows:
  - 5.1.1. Total Winter Losses – Normal Winter Loss = Extraordinary Loss
  - 5.1.2. The payment for Extraordinary Loss is based on the replacement stock purchased by the applicant. The payment rates are as follows:
    - \$210 per colony (including nucleus colonies)
    - \$140 per bee package
    - \$35 per individual queen
  - 5.1.3. Applicants must report all replacement stock purchased between January 1, 2022 and June 30, 2023 related to the 2021-22 winter losses. The purchases attributed to Normal Winter Loss and Extraordinary Loss will be as determined by the Program Administrator.
  - 5.1.4. Applicants must have receipts to prove purchase of replacement stock to receive payment for Extraordinary Losses. The purchases must be related to the 2021-22 Total Winter Losses.
- 5.2. Any payment to be made under these terms and conditions is subject to:
  - 5.2.1. an appropriation of funds by the Parliament of Canada and the Legislature of Manitoba in the fiscal year in which such payment is due; and
  - 5.2.2. cancelled or reduced payments if departmental funding levels are changed by the Parliament of Canada or the Legislature of Manitoba.
- 5.3. Payments cannot be assigned or deferred to a subsequent tax year.
- 5.4. Tax information documentation required under the Income Tax Act (Canada) will be issued in the name of the applicant.
- 5.5. Payments will be considered allowable income for the purposes of the AgriStability program in the program year only. Payments will not be considered allowable income for calculation of reference

margin. Payments will not be considered allowable revenue for the purposes of the AgrilInvest program.

## **6. TERMINATION OF PROGRAM**

- 6.1. The Program may be terminated by the Ministers at any time, without prior notice.

## **7. VERIFICATION AND AUDIT**

- 7.1. The applicant agrees to supply the Administrator with all documentation or information required to verify eligibility for payment and to administer the Program, including documents verifying their registration as a beekeeper and invoices for the purchase of replacement colonies. On request, the applicant agrees to provide to the Administrator any and all financial, production or other records or agreements relating to the applicant's Eligible Inventory and Extraordinary Expenses.
- 7.2. The applicant agrees that the Administrator will have full access to their farming operation to verify Program eligibility and to determine payments under the Program.
- 7.3. The Administrator and its representatives may verify any information submitted to the Program through random inspections and/or on farm audits. The applicant shall retain all financial, production and other records and agreements relating to the applicant's Eligible Inventory and Extraordinary Expenses and make them available for inspection or audit until April 1, 2028.
- 7.4. The applicant 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, AgriInsurance and AgrilInvest programs.

## **8. WAIVER OF LIABILITY**

- 8.1. The applicant acknowledges and agrees that the Government of Canada, the Government of Manitoba and their respective ministers, officers, employees and agents, are not liable to the applicant, the applicant's directors, officers, employees, agents, heirs, administrators and assigns, or to any other party, for personal injury, property damage, or any other damage, injury, claim or loss whatsoever arising out of, or directly or indirectly related to, the applicant's beekeeping activities or the applicant's participation in the Program.

## **9. REFUNDS/OVERPAYMENTS**


- 9.1. If the Administrator determines that a payment in contravention of the Program Guide and Program Terms and Conditions has been received by the applicant, such payment will be considered to be a debt owing by the applicant to the Government of Canada and the Government of Manitoba;
- 9.2. The applicant agrees to repay any debt established under Subsection 10.1 to the Government of Manitoba within thirty (30) days of notice being provided to them. Interest charges based on an annual interest rate of 3% will be added to any debt not repaid by the prescribed deadline.

## **10. FALSE OR MISLEADING INFORMATION**

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


## **11. CONFLICT OF INTEREST**

- 11.1. No member of the House of Commons or of the Senate shall be allowed to derive any financial advantage under the program that would not be permitted under the Parliament of Canada Act.
- 11.2. No current or former federal public office holder or federal public servant to whom the Conflict of Interest Act, the Conflict of Interest Code for Members of the House of Commons, or the federal "Values and Ethics Code" for the Public Sector and the federal "Policy on Conflict of Interest and Post-Employment" applies, shall derive any advantage or benefit from the program, unless the provision or receipt of such advantage or benefit is in compliance with such legislation, codes and policies.
- 11.3. No current or former employee of the Government of Manitoba to whom The Public Service Act applies shall be allowed to derive any financial advantage or benefit under the program, unless the provision or receipt of such advantage or benefit is in compliance with these Program Terms and Conditions and all applicable conflict of interest policies.
- 11.4. No current or former member of the Legislative Assembly of Manitoba, current or former member of the Executive Council, or current or former senior public servant to whom the following applies shall derive any advantage or benefit from the program unless the provision or receipt of such advantage or benefit is in compliance with such legislation:
  - 11.4.1. prior to October 3, 2023, The Legislative Assembly and Executive Council Conflict of Interest Act; or

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- 11.4.2. commencing October 4, 2023, The Conflict of Interest (Members and Ministers) Act.

## **12. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION/PROTECTION OF PRIVACY**

- 12.1. The applicant's personal information is being collected by the Administrator under the authority of section 36(1)(b) of *The Freedom of Information and Protection of Privacy Act* (FIPPA (Manitoba)) as it is directly related to and necessary for the purposes of determining eligibility for and administration of the Program.
- 12.2. The applicant's personal information will be disclosed to AAFC, and any third party engaged as Administrator for Program administration purposes. It may also be disclosed to AAFC, or a third party, for audit and/or evaluation of the Program.
- 12.3. The applicant's personal information is protected by FIPPA (Manitoba) and the Administrator cannot use the applicant's personal information for other purposes, unless authorized to do so by FIPPA (Manitoba). Questions concerning the collection, use or disclosure of the applicant's personal information should be directed to the Access and Privacy Coordinator, Manitoba Agriculture at 204-945-4823 or ARDFIPPA@gov.mb.ca.
- 12.4. The applicant's personal information may be used to verify eligibility for other Manitoba Agriculture or MASC programs, including other components of the Program, to contact the applicant for further information or clarification or to communicate any future programs that the applicant may be interested in.
- 12.5. By submitting an application under the Program, the applicant has consented:
- 12.5.1. to disclosure of the applicant's personal information collected on the Application Worksheet and through the Program to AAFC and any third party engaged as Administrator for Program administration purposes (including other components of the Program and to communicate any future programs that the applicant may be interested in);
  - 12.5.2. to disclosure of the applicant's personal information collected on the Application Form and through the Program to AAFC, or a third party, for audit and/or evaluation purposes for the Program (including for participation in any surveys, focus groups, or interviews);
  - 12.5.3. to supply any other relevant and required documentation to the Administrator to confirm eligibility for the Program;

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- 12.5.4. to participate in any surveys, focus groups, interviews or other methods for the purpose of evaluation of the Program;
  - 12.5.5. to authorize AAFC and the Administrator access to the applicant's relevant and required documentation (including those provided under Section 8 of this Schedule "A") and premises for the purposes of audit and/or evaluation of the Program; and
  - 12.5.6. to the indirect collection of personal information by the Administrator from someone other than the applicant to verify Program eligibility or for evaluation and/or audit purposes of the Program.

### **13. RIGHT OF SET-OFF**

- 13.1. The Government of Canada and the Government of Manitoba may set-off any amount payable to the applicant against any amount due and owing by the applicant under the Program;

### **14. REPRESENTATIONS AND WARRANTIES**

- 14.1. The applicant represents and warrants that the person submitting the Program Worksheet on behalf of the applicant signing is duly authorized to submit this application, bind the applicant, and, in the case of a partnership, bind the partners to the Program Guide and Program Terms and Conditions on the basis of joint and several liabilities.

### **15. ADMINISTRATIVE REVIEWS**

- 15.1. Requests for administrative reviews must be submitted in writing to the Administrator within 60 days of receiving the Program payment notification.

### **16. CHANGES TO TERMS AND CONDITIONS**

- 16.1. The Minister may revise, alter or amend the Program Guide and Program Terms and Conditions at any time by posting the revised Program Guide and Program Terms and Conditions on the Government of Manitoba website. The applicant is responsible to monitor the Government of Manitoba website for any such revisions, alterations or amendments.
- 16.2. Applications shall be administered and governed by the Program Guide and Program Terms and Conditions posted on the Government of Manitoba website as of the date the Application Worksheet is received.

## 17. REGISTRATION OF LOBBYISTS

17.1. 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.

17.2. In addition to subsection 18.1, any person lobbying on behalf of the applicant must comply with the requirements of *The Lobbyists Registration Act* (Manitoba).