

Part 3B: DECLARATION & ATTESTATION -
CORPORATIONS/COOPERATIVES/PARTNERSHIPS

SSFPA 2022-2023 ADVANCE PAYMENTS PROGRAM (APP) - GREENHOUSE
APPLICATION & REPAYMENT AGREEMENT

PROTECTED "A" ONCE COMPLETED

3.0 DECLARATION FOR CORPORATIONS, COOPERATIVES OR PARTNERSHIPS

3.1 DECLARATION OF THE APPLICANT

Eligibility

- 1) As it applies:
 - a. I am applying, on behalf of the Corporation/Cooperative which I represent, for an Advance pursuant to the APP; or
 - b. We, being all the Partners of the Partnership stated in Part 1B of this Application (herein referred to as the "Partners"), are applying for an Advance pursuant to the APP.
- 2) I, one of the Partners/Shareholders/Members/Authorized Officer, am of the age of majority in the province where the farming operation is located and declare that the Corporation/Cooperative/Partnership is controlled by a Canadian Citizen(s) or a permanent resident(s).
- 3) Partners/Shareholders/Members who have an interest in the entity are listed in Part 1B of this Application and Repayment Agreement.
- 4) The Corporation/Cooperative/Partnership, or at least one of its Partners/Shareholders/Members, is the Producer of the Agricultural Product(s) for which this Application is made. It is/we are the owner of the Agricultural Product(s), are responsible for marketing it and it will be sold in its/our name.
- 5) Neither the Corporation/Cooperative/Partnership, any of the Partners/Shareholders/Members listed in Part 1B of this Application and Repayment Agreement, nor any of the Producers listed in Section 1.6 of this Application and Repayment Agreement, are in default under any Repayment Agreement pursuant to the *Advance Payments for Crops Act* (APCA), the *Prairie Grain Advance Payments Act* (PGAPA), the Spring Credit Advance Program (SCAP), the Enhanced Spring Credit Advance Program (ESCAP) or the *Agricultural Marketing Programs Act* (AMPA).
- 6) The Corporation/Cooperative/Partnership that I represent is not ineligible under a Repayment Agreement and/or Default Repayment Agreement made pursuant to the *Agricultural Marketing Programs Act* (AMPA), the Spring Credit Advance Program (SCAP) or the Enhanced Spring Credit Advance Program (ESCAP).
- 7) I declare that I, or the Partners/Shareholders/Members, or the Partnership/Corporation/Cooperative, as applicable, have not recently filed a notice of intention to make a proposal or made a proposal under the *Bankruptcy and Insolvency Act*; are not subject to a receiving order under that Act; are not bankrupt or seeking protection under any other insolvency or bankruptcy related statute such as the *Companies' Creditors Arrangement Act* and the *Farm Debt Mediation Act*.

Other Advances

- 8) I, or the Partners, as applicable, have disclosed on Part 1 of the Application all previous outstanding advances received by the Corporation/ Cooperative/Partnership, any of the Partners/Shareholders/Members, from this or other administrators for this or any other Program Year, including defaults on these advances where applicable.

Related Producers

- 9) The Corporation/Cooperative/Partnership is not related, as defined for the purposes of the program, to any other Producer participating in this program, with the exception of those listed in Part 1B of this Application and Repayment Agreement.
- 10) I, or the Partners, as applicable, have provided to Small Scale Food Processor Association (SSFPA) (Administrator) the necessary information and/or documentation to rebut the presumption of relatedness or to attribute the amounts advanced to Related Producers in accordance with Subsection 9(2) and 20(2) of the Act.
- 11) The Corporation/Cooperative/Partnership that I represent ___ **consents** / ___ **does not consent** (add a check beside the appropriate) to the Administrator redistributing advances among it and its related producers in order to maximize the interest-free benefits. I understand that in consenting, this redistribution may result in a reduction of the interest-free portion of its advance, meaning that a portion may become interest-bearing and it will be therefore be responsible for paying the interest on it. The Corporation/Cooperative/Partnership that I represent understands that the Administrator will notify it of any redistribution affecting its advance.

Security – Agricultural Product(s)

- 12) The Corporation/Cooperative/Partnership that I/we represent, as the case may be, that is requesting an Advance on a Storable Agricultural Product(s) in Post-Production or Livestock, have sufficient Agricultural Product(s) in storage to justify the amount advanced as outlined in Part 2 of this Application and Repayment Agreement.
- 13) I declare that in the case of Agricultural Product(s) that is: Storable, Non-Storable, or Livestock, it is of marketable quality and will remain so until disposed of in accordance with the Repayment Agreement.

The personal and/or business information submitted on this form is collected under the authority of Section 10 of the *Agriculture Marketing Programs Act*. Any personal information collected by the Administrator will be used to administer the program in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction. Any personal and/or business information may be disclosed to Agriculture and Agri-Food Canada (AAFC) and will be used to administer the program in accordance with the *Privacy Act* and *Access to Information Act*. The information may be used for the purposes consented to in the Declaration. Individuals have the right to request access to and correction of their personal information. Should you have any questions concerning your information and Privacy, please contact: Agriculture and Agri-Food Canada's Access to Information and Privacy Director, Floor 10, 1341 Baseline Road, Tower 7, Ottawa ON K1A 0C5 or by email at AAFC.Privacy-veeprivee.AAC@CANADA.CA and reference AAFC's personal information bank *Agriculture Marketing Programs Act: Advance Payments Program*, PPU 140. (2021).

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- 14) I, or the Partners, as applicable, understand that Agricultural Product failure, spoilage, shrinkage, or the bankruptcy of the buyer does not relieve the Corporation/ Cooperative/Partnership from the obligation to repay the advance(s).
- 15) I will notify the administrator immediately of any material loss, destruction or damage to the Agricultural Product(s) used to secure the advance(s) under this Repayment Agreement.
- 16) I have listed on Part 1 of the Application all secured creditors that have or may have a security interest in the Agricultural Product(s) with respect to which this Application is made.
- 17) No other person than those listed in Part 1 of this Application and Repayment Agreement has a security interest in the Agricultural Product(s) with respect to which this Application is made.
- 18) I, or the Partners, as applicable, have submitted the duly completed Priority Agreement(s) required for every secured creditor that holds a lien or encumbrance on the Agricultural Product(s).
- 19) I declare that I, or the Partners/Shareholders/Members, or the Partnership/Corporation/Cooperative have multi-peril insurance on the Partnership/Corporation/Cooperative's farming operation which includes coverage for all Livestock and/or Storable Agricultural Product(s) that are kept/stored on this farming operation for the purposes of this Repayment Agreement, and/or that where Livestock and/or Storable Agricultural Product(s) are stored with commercial storage facilities, that I, or the Partners/Shareholders/Members, or the Partnership/Corporation/Cooperative have confirmed that these storage facilities have such multi-peril insurance.

Security – BRM Program(s)

- 20) As indicated in section 1.2 of Part 1B of this Application:
 - a. The Corporation/Cooperative that I represent has made an application for Production Insurance and/or is participating in an Eligible Business Risk Management (BRM) Program as outlined in Part 2 of this Application and Repayment Agreement and I, being authorized to certify on behalf of the Corporation/Cooperative, declare having submitted a duly completed BRM Assignment Agreement(s) (Appendix 2A or 2B) as required for the specific class(es) of Agricultural Product(s).
 - b. We, the Partners, have made an application for Production Insurance and/or are participating in an Eligible BRM Program as outlined in Part 2 of this Application and Repayment Agreement and we further certify having submitted duly completed BRM Assignment Agreement(s) (Appendix 2A or 2B) as required for the specific class(es) of Agricultural Product(s).
- 21) I or the Partners, as applicable, will notify the administrator immediately of any changes to the coverage provided by the Eligible BRM Program(s) used to secure the advance(s) under this Repayment Agreement.
- 22) I have listed on Part 1 of the Application all secured creditors that have an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.
- 23) I or the Partners, as applicable, have submitted the duly completed Priority Agreement(s) required for every secured creditor that has an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.
- 24) No other person has an assignment on the proceeds of the Eligible BRM Program(s) used to secure this Advance, as applicable.

Default

- 25) I or the Partners, as applicable, acknowledge that, in the event of a default, the Corporation/Cooperative/Partnership or its Shareholders/Members/Partners may be denied access to other federal agricultural support programming or, alternatively the Minister of Agriculture and Agri-Food reserves the right to off-set from such support a sum equal to the outstanding amount and related interest charges and recovery costs.
- 26) I or the Partners/Shareholders/Members, as applicable, acknowledge that, in cases where the applicant is declared in default and the Minister makes payment under the guarantee, the Minister is subrogated to the Administrator's rights against the applicant in default and against persons who may be personally liable under this Repayment Agreement.

Personal Information and Privacy

- 27) I have read and acknowledge the following privacy notice informing me of AAFC's use of my personal and business information.

The personal and/or business information collected through these forms, or otherwise collected for the purposes of my application and/or participation under Program, is collected under the authority of Section 10 of the *Agricultural Marketing Programs Act*.

By signing this Declaration form, I am indicating that I understand and consent to the following:

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The APP is a federal program delivered by third-party Administrators, which will collect and use my personal and/or business information to administer the program on AAFC's behalf.

All non-federal government organizations are obligated to protect personal information in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) or under legislation applicable within their jurisdiction.

I authorize the Small Scale Food Processor Association (SSFPA) (Administrator) to:

- (a) collect my personal and/or business information contained in, with, or pursuant to this Application and Repayment Agreement and other APP forms;
- (b) disclose my personal and/or business information, as well as associated records and documentation, to Agriculture and Agri-Food Canada for the purposes of administering the program, as well as for purposes that include but are not limited to those listed below; and
- (c) disclose my personal and/or business information, as well as associated records and documentation, to the lender, other APP Administrators, provincial governments and their agencies, for the purposes of verifying APP entitlements, assignments and realization of security.

I understand that for further information regarding the use of my personal and/or business information by the APP Administrator or to make a formal request for access to my personal information, I can contact the Administrator through which I am applying.

Personal and/or business information disclosed to AAFC will be used to administer the program in accordance with the *Privacy Act* and *Access to Information Act*. Personal and/or business information disclosed to AAFC may also be used for purposes that include but are not limited to:

- (a) assessment, auditing, statistical and other types of analysis and evaluation of the Program;
- (b) evaluating the scope, direction and effectiveness of the Program and other federal agricultural programming in Canada; and
- (c) contact me so as to conduct surveys relating to the delivery of this Program and other federal agricultural programming in Canada.

I have the right to request access to and correction of my personal information. Should I have questions concerning my personal information and its accuracy, use, or privacy, I understand that I can contact:

Access to Information and Privacy Director
Agriculture and Agri-Food Canada,
Floor 10, 1341 Baseline Road, Tower 7,
Ottawa ON K1A 0C5
email: AAFC.Privacy-vieprivée.AAC@CANADA.CA

and reference AAFC's Personal Information Bank: Agricultural Marketing Programs Act: Advance Payments Program, PPU 140 (2021).

Information on the Privacy Act and Access to Information Act is available at the following website: <https://laws-lois.justice.gc.ca/>. For further information about these Acts please contact the Access to Information and Privacy Director at AAFC.ATIP-AIPRP.ACC@canada.ca.

General

- 28) I understand that the Advance Rate per unit used to calculate my Eligible Advance was obtained by subtracting the Administrator's Percentage of 8% from 100%, and applying this factor to the maximum advance rate per production unit as determined by the Minister in accordance with 19 (2) of the AMPA.
- 29) I or the Partners, as applicable, acknowledge that when the Administrator receives a payment in accordance with the Terms and Conditions of this Repayment Agreement, the Administrator must first apply it to reduce the portion on which the Minister pays the interest.
- 30) I or the Partners, as applicable, agree that a credit check and an inspection of the Agricultural Product(s) may be performed prior to issuing an advance and at any time while the Corporation/Cooperative/Partnership has advances outstanding under the program.
- 31) If I am or any of the Partners/Shareholders/Members is, as applicable, a current or former public office holder, public servant or member of the House of Commons, I am or one of the Partners/Shareholders/Members is, as applicable, not prohibited to derive

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benefits from the APP under any applicable federal conflict of interest or ethical principles and I am in compliance with applicable federal conflict of interest or ethical principles, rules and obligations.

- 32) Pursuant to Section 23(4) of the AMPA, I or the Partners/Shareholders/Members agree that if I/we reside in a province where the legislation allows for the extension of the limitation period, to extend the limitation period of six (6) years from the day on which the Minister is subrogated as per Section 5 the Terms and Conditions of the Application and Repayment Agreement for the purpose of initiating actions or proceedings to recover any amounts owed to the Crown.
- 33) I or the Partners, as applicable, understand that an appeal process is in place for cases where the Application is rejected. It is understood that the appeal will be reviewed by knowledgeable program staff who did not participate in the initial decision to reject the Application and that the appeal process concerns only program eligibility. Producers will not be able to appeal the advance amount(s) if it is determined they are eligible to receive under the program.

Application and Repayment Agreement

- 34) I or the Partners, as applicable, declare that this Application is consistent with the purpose of the APP.
- 35) I or the Partners, as applicable, certify that all of the information provided in this Application is true and correct in every respect.
- 36) I or the Partners, as applicable, understand that failing to comply with Application requirements may delay the processing of the Application or may render me or the Corporation/Cooperative/Partnership that I represent, ineligible for receiving an Advance under the Program.
- 37) I or the Partners, as applicable, understand that misrepresenting information and/or failing to disclose information that may be deemed important for the verification of the advance Application, repayment of the advance, or payment of program penalties, may result in all benefits under the APP being forfeit (default), and/or an APP ineligibility period of five (5) years, or a period agreed to by the Administrator and the Minister, exclusion from this and/or other Agriculture and Agri-Food Canada programs, and/or prosecution.
- 38) I or the Partners, as applicable, have read all the Terms and Conditions of the Repayment Agreement which are attached to and form part of this Application and agree to comply with such Terms and Conditions.

3.2 PRODUCER ATTESTATION

- ✓ All Partners/Shareholders/Members listed in Part 1, Section 1.2 must sign and date the declaration below attesting that the information provided on the Application is complete and accurate.
- ✓ The authorized signing officer for the Corporation/Partnership or Cooperative Signature must sign and date the declaration found on the next page.

Signature of Application and Repayment Agreement for a Partnership:

We, being all the Partners listed in Part 1, Section 1.2, are authorized to sign this Application and Repayment Agreement on behalf of the Partnership:

- hereby agree that the information provided in this Application and Repayment Agreement is true and accurate based on our knowledge at the time of the application;
- hereby agree that we have completed and signed an Advance Payments Program Application and Repayment Agreement; and
- hereby agree to comply with all of the terms and conditions included in this Advance Payments Program Application and Repayment Agreement.

Print name of Partner clearly

Signature of Partner

Print name of Partner clearly

Signature of Partner

Print name of Partner clearly

Signature of Partner

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Print name of Partner clearly

Signature of Partner

Signature of Application and Repayment Agreement for Corporation or Cooperative:

I, being authorized to sign this Application and Repayment Agreement on behalf of the Corporation/Cooperative or as stated in Part 1, section 1.2 of this Application and Repayment Agreement:

- hereby agree that the information provided herein is true and accurate based on my knowledge at the time of the application;
- hereby agree that I have completed and signed an Advance Payments Program Application and Repayment Agreement; and
- hereby agree that the Corporation/Cooperative will comply with all of the terms and conditions included in this Advance Payments Program Application and Repayment Agreement.

Print name of Authorized Signing Officer clearly

Signature of Partner

3.3 ADMINISTRATOR ATTESTATION

I declare having taken all necessary steps, in accordance with the AMPA, its Regulations, the Advance Guarantee Agreement and the APP Administration Guidelines, to ensure, to the best of my abilities, that the current Application and Repayment Agreement by the Producer is accurate and complete before granting the abovementioned Advance.

Signature of Administrator

Date (YYYY-MM-DD)