



Egg Farmers of Ontario Policies, Programs & Procedures 2011

SECTION 8: Additional Policies



Housing Density Adjustment Pool [HDAP]

1. In conjunction with its Housing Density Policy (Egg Quota Policy Section 21), the Board has developed a facility to both assist quota holders in achieving their Housing Density Requirements (HDR), while at the same time, providing other quota holders who have achieved their HDR the opportunity to utilize any extra capacity available to them.
2. Quota holders who have not met their HDR may, within the prescribed time limits, apply to the Board for permission to place the number of units of quota that is in excess of that quota holder's HDR into a Housing Density Adjustment Pool (HDAP) administered by the Board.
3. The HDAP will run on a quarterly basis and leases will be allocated to participants at the beginning of each of the following placement period start dates:

Lease Period #1: January 1 – March 31

Lease Period #2: April 1 – June 30

Lease Period #3: July 1 – September 30

Lease Period #4: October 1 – December 31

Applicants participating in the pool are not required to match placement dates but must fall within the lease period.

4. An application by a quota holder to place quota into the HDAP under s.2 shall be in Form 1 attached, completed and filed with the Board at its office a minimum of nine (9) months prior to the placement period start date.
5. Quota holders who have met their HDR and have excess capacity may apply to the Board for permission to utilize the number of units of quota from the HDAP required to achieve full utilization of the egg production facility within the HDR, upon placement of which that quota holder assumes responsibility for all license fees and levies.
6. An application by a quota holder to utilize quota from the HDAP under s.5 shall be in Form 2, completed and filed with the Board at its office a minimum of nine (9) months prior to the placement period start date. Approved and accepted leases must be paid on the first week of the period placement date.
7. A quota holder whose application under s. 2 has been accepted will be credited \$7.30 per unit of quota placed into the HDAP. Payment will be made within two weeks of the start date of the farmer's normal placement date.
8. Credits by the Board under s.7 shall be made upon acceptance by the Board of sufficient applications under s.5 to fund those credits.
9. Placements into and out of the HDAP are for a one [1] year period only as determined by the Board and are otherwise irrevocable by the quota holder.
10. The HDAP is only available to Ontario quota holders in good standing. The maximum a farmer can lease in will be equal to the amount of the quota held by the farmer.



HOUSING DENSITY ADJUSTMENT POOL CONTINUED

11. The Board will make a pro-rata adjustment among applicants for utilization from the HDAP if the demand exceeds the number of units of quota in the HDAP.
12. All HDR shall be determined by and are subject to verification by the Board.
13. A quota holder who has not met the HDR and has not made an application to the Board under s.4 will not be allowed to place units of quota into the HDAP and will not be allowed to place birds in that quota holder's egg production facility in excess of that quota holder's HDR capacity.
14. Notwithstanding a quota holder's inability to place birds under s.13, that quota holder may still apply to the Board for the transfer of the units of quota in question at any time prior to that quota holder's placement date.
15. Cage measurement protocol: the cage is measured inside [interior] length times interior width of the floor space.



HOUSING DENSITY ADJUSTMENT POOL CONTINUED

EFO has established a Housing Density Adjustment Pool [HDAP] to assist farmers with bringing their egg laying facilities into compliance with the Housing Density Policy.

Launch Date: January 1, 2010

Term: Three years maximum

Termination Date: December 31, 2013

Maximum

Placement Amount: A farmer will be allowed to place into EFO's HDAP only the amount of birds that would be required to bring a farmer's facilities into compliance with the Housing Density Policy – 2008.

Lease Terms: Leases will (only) run for a one [1] year period.
Applications must be made annually.

Criterion: Farmers must notify the EFO Board office the amount of birds to be placed into the HDAP a minimum of nine [9] months prior to the planned period start date.

Course of Action: Farmers who fail to notify the EFO Board office within the above time frame will not be allowed to place birds into the HDAP.

EFO will reduce a farmer's placement numbers by the amount necessary to bring the facility into compliance with the Housing Density Policy – 2008.

Farmers will not receive a payment from the HDAP; instead, there would be a corresponding reduction required from that farmer in the Per Bird Levy (PBL).

Farmers will have the ability to sell 'that' number of birds prior to the placement date.

Lease Price: Leasing in and out price = \$7.30 per bird per year.

Distribution: If the number of birds in the 'Pool' is not sufficient to meet the requests to lease from the 'Pool', then the distribution will be done on a pro rata basis.

Restrictions: Leasing will be restricted to registered Ontario quota holders.

The maximum a farmer can lease in will be equal to the amount of the quota held by the farmer.



Application To Place Quota Into The HDAP – FORM 1

To: Egg Farmers of Ontario (the Board)
From: _____ Quota Number: _____
Address: _____
City: _____ Province: Ontario Postal Code: _____
Phone: _____ Fax: _____
Email: _____

Please complete the following information:

1. Current Production Quota: _____
2. Quota is fixed and allotted to registered premises located at
Lot: _____ Concession: _____
Township: _____ County: _____
3. Amount of quota permitted to house effective January 2011: _____
(All HDR shall be determined by and are subject to verification by the Board.)
4. Number of units placing into the HDAP: _____
5. Expected placement date: _____

The undersigned hereby:

- a) Agrees to apply to the Board to place the number of birds in excess of their Housing Density Requirements (HDR) into the HDAP for a period of one year.
- b) Agrees that placements into and out of the HDAP are for a one [1] year period only as determined by the Board and are otherwise irrevocable by the quota holder.
- c) Understands and will notify the Board yearly nine (9) months prior to the placement period start date of their intentions for the forthcoming placement.
- d) Understands the HDAP will terminate on December 31, 2013 and units in excess of the HDR will be the quota holder's responsibility from that date forward.

Date Name of Applicant (please print) Signature of Applicant



Application To Lease Quota From The HDAP – FORM 2

To: Egg Farmers of Ontario (the Board)

From: _____ Quota Number: _____

Address: _____

City: _____ Province: Ontario Postal Code: _____

Phone: _____ Fax: _____

Email: _____

Please complete the following information:

1. Current Production Quota: _____
2. Quota is fixed and allotted to registered premises located at
Lot: _____ Concession: _____
Township: _____ County: _____
3. Amount of quota permitted to house effective January 2011: _____
(All HDR shall be determined by and are subject to verification by the Board.)
4. Number of units requesting to lease from the HDAP: _____
5. Expected placement date: _____

The undersigned hereby:

- a) Applies to the Board to place the number of birds as granted into their production facility, using the quota number above, for a period of one year.
- b) Agrees that placements into and out of the HDAP are for a one [1] year period only as determined by the Board and are otherwise irrevocable by the quota holder.
- c) Will notify the Board yearly nine (9) months prior to the placement period start date of their intentions for the forthcoming placement.
- d) Understand they will be allowed to place into EFO's HDAP only the number of birds that would be required to bring a farmer's facilities into compliance with the Housing Density Policy – 2008.
- e) Understands the HDAP will be complete on December 31, 2013.
- f) Assumes responsibility for per bird levy and any other outstanding license fees, levies, interest or other monies owing to the Board as a result of participation in the HDAP.

Date

Name of Applicant (please print)

Signature of Applicant



Invitation to Tender

Egg Farmers of Ontario is offering to purchase Industrial Product each week from Ontario Grading Stations. This program will be continued each week for as long as the Board deems necessary.

1. The Board agrees to purchase Ontario eggs of the following grades:
 - Canada Grade A Extra Large loose pack*
 - Canada Grade A Large loose pack*
 - Canada Grade A Medium loose pack*
 - Canada Grade A Small loose pack*
 - Canada Nest Run*
2. Telephone/e-mail/ or fax tenders will be accepted every Thursday, until 12:00 p.m. [noon] local time.

All telephone/e-mail/ or fax tenders must indicate the following:
(a) Name of the Grading Station; (b) Quantity and size of boxes declared; and
(c) Shell colour, if brown eggs.
3. Minimum tender will be 1,500 dozen [100 boxes]. Minimum quantity of each size must be 750 dozen [50 boxes].
4. Quantities in excess of 4,500 dozen [300 boxes] per grade size must be reported by 4:00 p.m. on the Thursday prior to the tender date, known as the 'pre-tender'.
5. All tenders must be filled in all respects once accepted by the Board, including grade discrepancies and product quality. Failure to fill tenders may result in a 'penalty' of five cents per dozen, on the total quantity tendered.
6. White and brown eggs must be packed separately and clearly marked.
7. Eggs tendered must be of Ontario origin and from current production [within seven days of farm pick-up]. Only eggs from first processors will be accepted. Whether or not eggs are to be dyed or undyed is at the discretion of the Board. Once the EFO office instructs the Graders not to dye product, then it is preferred that the eggs be free from any marks, stamps or encoding of any kind. If this is not possible, then the eggs must only show a farmer identifier mark, stamp or code, for the eggs to be accepted into the EFO Industrial Product program.
8. All eggs must be packed on washed plastic trays or in new fibre trays.
9. All eggs offered must be of 'Canada Grade A', or 'Canada Nest Run' standard and maintain the "A dyed" standard or "A" standard, in conjunction with the following schedule:
 - 'Nest Run' product delivered between May 1st to October 1st, and detained within three days of delivery, must be replaced.*
 - 'Nest Run' product delivered between October 2nd to April 30th, and detained within five days of delivery, must be replaced.*



INVITATION TO TENDER CONTINUED

All 'Graded' eggs placed in detention within five days of delivery, must be replaced. Any costs associated with the handling and/or destruction of detained eggs will be borne by the Grader. Destroyed eggs must be replaced by the Grader.

10. All eggs must be delivered to the Egg Processor[s] or other locations as designated by the Board within six days. Failure to deliver within six days may result in a 'penalty' of five cents per dozen on the total quantity tendered.
11. The Board may reject any tenders if remittances of licence fees, levies and reports are not current.

Notwithstanding the purchase of eggs by the Board pursuant to tender, all such eggs remain at the sole risk of the vendor thereof and such vendor shall indemnify and save harmless each of the Board and Egg Farmers of Canada, from and against any claims, damages, costs, or expenses arising in respect of same.

12. Document to be forwarded to the Board [within seven days]:
 - (a) Industrial Product Verification Form [signed by both parties].
13. The Board agrees to pay according to the following schedule:
 - i. Grading and Handling**
 - eight & one-half cents per dozen for grading and handling;
 - ii. Packaging**
 - one cent per dozen;
 - iii. Trucking**
 - allowance according to distance travelled, as per scheduled Board rates;
 - iv. Nest Run Eggs**
 - payment according to Nest Run weight
14. Payment will not be made by the Board until all documents are received.
15. The Board reserves the right to accept or reject any or all of the tenders offered.
16. It is the policy of the Board that any Grading Station which tenders eggs to the Board and at the same time, is importing eggs or is handling imported eggs for the shell market, will not have their tender accepted unless prior arrangements have been made with the Board concerning such imports. Failure to comply with this policy may result in the Board refusing to accept a tender from such Grading Station, for a period of four weeks.

Tenders should be submitted to:

EGG FARMERS OF ONTARIO
7195 Millcreek Drive, Mississauga, Ontario L5N 4H1
Telephone (905) 858-9790 Fax (905) 858-1589



Ontario Egg Financial Protection Plan Inc. ['Plan']

1. The Plan is for the benefit of qualified Ontario egg farmers who have not been paid for eggs by a registered egg grading station ['grading station'].
2. To make a claim, an egg farmer must be a quota holder or have been exempted from quota requirements by Egg Farmers of Ontario ['EFO'].
3. Only sales of eggs to a grading station, the assets of which have been placed in the hands of a trustee for distribution under the Bankruptcy and Insolvency Act [Canada] or the Bulk Sales Act or in the hands of a receiver, are covered.
4. Producer graders who grade their own eggs are not eligible.
5. A claim must be made to the Plan within 30 days of the bankruptcy, bulk sale, default or receivership of the grading station to which eggs have been delivered.
6. A claim must be in the form as attached hereto as Schedule 'A' or a reasonable facsimile thereof and filed with the Plan at its office by the deadline specified above.
7. A separate application must be made in respect of each grading station against which an egg farmer has a claim.
8. Upon receipt of a claim, the Plan will notify the grading station and EFO.
9. Where the Plan determines that a claim is not valid, it will refuse payment of the claim and notify the egg farmer, the grading station and EFO.
10. Where the Plan determines that a claim is valid it will make payment to the egg farmer and notify the grading station and EFO.
11. The Plan has the discretion to refuse a claim for reasons such as:
 - [i] where a cheque received from the grading station is dishonored by non-acceptance or non-payment unless it has been presented for payment within 15 days of the date on which the cheque was received;
 - [ii] where the egg farmer has made an arrangement with the grading station to extend the time on which payment is due;
 - [iii] where the egg farmer fails to apply within 30 days of the bankruptcy or receivership of the grading station;
 - [iv] where the claim is incomplete or improper; or
 - [v] where the relationship between the egg farmer and the grading station or the conduct of the egg farmer in dealing with the grading station raises doubts as to the legitimacy of the claim.
12. The maximum payment on any application cannot exceed the payment due for eggs for a period of 14 consecutive days prior to the day on which the whole or any part of the grading stations assets has been placed in the hands of a trustee for distribution under the Bankruptcy and Insolvency Act [Canada] or the Bulk Sales Act or in the hands of a receiver.
13. The Plan may also refuse to pay a claim or may prorate payment of a claim among producers where there are insufficient monies in the Plan to satisfy the claims in full.
14. Where an egg farmer who has made a claim owes licence fees, levies or other monies to EFO, the Plan may deduct same from any payment to the egg farmer and remit same to EFO.

Effective Date: June 4, 2009

For additional information please contact: Lee Hickey, Ontario Egg Financial Protection Plan Inc.
7195 Millcreek Drive, Mississauga, Ontario, L5N 4H1



Ontario Egg Financial Protection Plan Inc. ['Plan']

Claim Form Schedule 'A' referred to herein

The undersigned egg farmer hereby makes a claim for payment for eggs due to the undersigned from

Name of registered egg grading station

Address of registered egg grading station

As follows:

1. Egg farmer name: _____
Egg farmer address: _____
Quota #: _____
Non-Quota #: _____
2. Date assets of registered egg grading station placed in the hands of a trustee or receiver:
_____ day of _____ 20____.
3. Details of egg sales to the registered egg grading station for the 14 consecutive day period prior to the date specified in #2:

4. Total amount claimed: \$ _____
5. Proof of non-payment [attach n.s.f. cheque etc. if available]
6. Amount of any licence fees, levies or other monies owing by the undersigned egg farmer to EFO or Egg Farmers of Canada: \$ _____

DATED at _____ this _____ day of _____ 20____.

Signature of egg farmer
or authorized signing officer



Privacy Policy

PRIVACY COMMITMENT:

The Board has a longstanding policy on the confidentiality of personal information and is committed to protecting the personal privacy of all those with whom it has dealings. The Board keeps all information respecting individuals dealing with the Board in strict confidence. No individual personal information is sold by the Board. The Board has procedures to enable individuals to control how the Board obtains, uses, and gives out personal information, to review that information and to correct any errors that may exist. The Board's procedures and systems are designed to protect such information from error, loss and unauthorized access. The Board keeps such information only as long as it is needed. The Board continually monitors its compliance with applicable privacy legislation. The Board respects peoples' privacy when it carries out its roles and responsibilities. These obligations apply to all Board members, staff, consultants and agents and contractors who provide services to or on behalf of the Board.

REGULATORY DUTIES:

As a local board constituted under the *Farm Products Marketing Act*, the Board through regulation has information filing requirements. The Board collects, uses, discloses and retains this information in order to regulate the production and marketing of the regulated product in accordance with its regulations, policies, orders, directions and decisions. The Board may collect such information directly from producers or from others involved in the production and marketing of the regulated product. In carrying out these regulatory functions, the Board, as a not-for-profit body representing the interests of producers of the regulated product, is not in its own right engaged in commercial activity. Information arising from the Board's exercise of these regulatory authorities is not believed to be subject to the *PIPEDA*. In those limited circumstances where the Board is engaged in commercial activity, it is subject to *PIPEDA* and all of that Act's provisions apply with respect to personal information collected, used, disclosed or retained as part of that commercial activity. The Board may also use such information to assist other regulatory agencies in undertaking their responsibility on bio-security and food safety issues.

CONSENT REQUIREMENT:

The Board obtains the parties' express or implied consent before obtaining or using personal information about that person or disclosing that information to anyone in the course of commercial activities. Regulatory requirements, as well as bio-security and food safety concerns are excepted from the consent requirement. Participation in certain Board programs will constitute consent to the obtaining, use and disclosure of personal information. Details will be set out in program information packages. Persons not wishing to provide their consent may decline to participate or may notify the Board and their wishes will be respected. In some cases, participation may not be possible where the necessary personal information is not made available.



PRIVACY POLICY CONTINUED

LIMITED DISCLOSURE:

There are circumstances where use and disclosure of personal information may be justified or permitted under a legal duty or right and the Board may use and disclose such information without the party's consent.

In such cases where the Board is of the opinion that it is appropriate or necessary to use or disclose such information, the use and disclosure will be limited so that only that information which is required is used or disclosed.

PRODUCER INFORMATION:

As a general rule, all producer information is held in strict confidence and, except in very limited circumstances, is not revealed to anyone unless expressly or implicitly authorized by the producer. The Board guards its producer mailing list from unauthorized use and disclosure. Where disclosure is deemed by the Board to be of benefit to producers or necessary to address bio-security or food safety concerns, such disclosure will be subject to appropriate safeguards.

PRIVACY OFFICER:

The Board has appointed a Privacy Officer charged with the responsibility for developing, implementing and administering the Board's privacy policy. As part of this mandate, the Privacy Officer will put in place all of the necessary internal controls and procedures and will train and supervise Board staff in achieving full compliance with all privacy obligations. The Privacy Officer will receive and follow up on all inquiries. This includes such things as withdrawal of consent, request for disclosure of information on file, corrections to information and termination of consent previously given. All such requests must be in writing and may result in an administrative charge to cover the Board's costs in dealing same.

WEBSITE POLICY:

A visitor to the Board's website is not required to reveal any individually identifiable information such as name, address or telephone number. Nor is such information collected passively by electronic means.

Information is collected when an individual voluntarily completes an online survey. This information is collected, used or disclosed in a manner consistent with this policy statement. E-mail addresses are also collected during any surveys but participants may indicate that they do not wish to receive any unsolicited electronic communication.

The Board's web server does not collect visitor information in the form of the visitor's domain or internet protocol (IP) address but does collect information regarding which pages are accessed. This information is used internally, only in aggregate form, to help the Board serve website users better. None of this information is retained after it has been used and is discarded in a secure manner.



PRIVACY POLICY CONTINUED

Any user of the Board's website may access the information held by the Board about them in connection with their visits to the website. Any inaccuracies that are brought to the Board's attention will be corrected.

COMPLIANCE CONCERNS:

Any complaints concerning the access to, accuracy, management or use of personal information should be addressed in writing to the Privacy Officer. All such inquiries will be responded to within 30 days of receipt at the Board office. Any unresolved matters may be referred by the Privacy Officer to the Board. If a party is still not satisfied, contact should be made with the office of the Privacy Commissioner in Ottawa.

POLICY REVIEW:

This Privacy Policy is in effect as of September 6, 2006. The Board will from time to time review and revise its privacy practices and this privacy policy. In the event of any amendments to this privacy policy, a notice will be posted on the Board's website or communicated to producers through Board publications.

The Board is committed to meeting all of its privacy obligations. Any questions or suggestions will be welcome and should be addressed to the Privacy Officer.

Dated at Mississauga, this 1st day of December, 2010.

Egg Farmers of Ontario

Carolynne Griffith, Chair

Harry Pelissero, General Manager