

GENERAL REGULATIONS

Made under

THE FARM PRODUCTS MARKETING ACT

By

ONTARIO PROCESSING VEGETABLE GROWERS

INTERPRETATION

- 1.1 These Regulations are subject to and are to be interpreted in accordance with the provisions of Regulation 440 as amended and made under the Farm Products Marketing Act.
- 1.2 In these Regulations:
- a. "Act" means the Farm Products Marketing Act;
 - b. "Buyer" means the processor or greenshipper with whom a producer has a contract to market vegetables;
 - c. "Contract" means any agreement, oral or written, between a producer and a Buyer for the marketing of vegetables;
 - d. "Contracting Report" means the list of producers with whom the Buyer has a contract and includes a Contracting Schedule;
 - e. "Contracting Schedule" means the report with the information required as set out on Appendix "A";
 - f. "Crop Year" means a calendar year unless otherwise specified;
 - g. "OPVG" or the "Board" means Ontario Processing Vegetable Growers.
 - h. "Processor Base" means a processor's or greenshipper's base acreage or base tonnage for the purposes of the Contract Security provisions of these Regulations.
 - i. "Producer Base" means a producer's highest ever base acreage or a producer's highest ever base tonnage for the purposes of the Contract Security provisions of these Regulations;
 - j. "Term Contract" means a contract as described in paragraph 1.2 subject to the Contract Security provisions of these Regulations; and
 - k. "Vegetables" means the following vegetables produced in Ontario used for processing:
Green and wax beans, lima beans, red beets, cabbage other than cabbage used for cole slaw, carrots, cauliflower, cucumbers, sweet corn, Spanish-type onions used for onion rings, green peas, pumpkin and squash, peppers or tomatoes.
- 1.3 All filings with and payments or notices to OPVG shall be made at or to the OPVG office at 435 Consortium Court, London, Ontario N6E 2S8 or by email to opvg@opvg.org

APPLICATION

- 2.1 These Regulations provide for the control and regulation in any and all respects of the production and marketing, within Ontario, of vegetables, including the prohibition of such producing and marketing in whole or in part.

LICENCES

- 3.1 No person shall engage in the producing or marketing of vegetables except under the authority of the licence of the class prescribed for that vegetable and except in compliance with the terms and conditions of the licence.

- 3.2 Every producer named on a Contracting Report or Contracting Schedule filed with the Board by a Buyer, which producer has not been notified by the Board to the contrary and is in not in default of payment of any licence fees owing to the Board shall be deemed to be the holder of a licence to produce and market that class of vegetable in accordance with that contract.
- 3.3 A licence to produce and market each of the vegetables as defined in paragraph 1.2.k. is prescribed as a separate class of licence.

GREENSHIPPER LICENCE

- 4.1 A licence as a greenshipper is prescribed as a separate class of licence and may be issued by the Board to a greenshipper subject to such terms and conditions as imposed by the Board from time to time and may include a requirement that a greenshipper file with the Board and maintain in good standing a letter of credit.
- 4.2 The Board may call any letter of credit in its favour posted by a greenshipper and pay any money so forfeited to it to producers who have not been paid for vegetables sold to the greenshipper and for reimbursement of any costs incurred by the Board arising from any default by the greenshipper.

TERMS AND CONDITIONS OF LICENCES

- 5.1 OPVG may impose such terms and conditions upon a licence as it considers proper.
- 5.2 Notwithstanding the generality of the foregoing, it is a term and condition of each licence issued to a producer that it shall;
- i. be for the vegetable specified for that class of licence;
 - ii. be for a specific quantity of the vegetable;
 - iii. be produced for and marketed to a specific Buyer; and
 - iv. include all obligations of the producer in accordance with the applicable Agreement or Award or renegotiated Agreement.
- 5.3 It is a term and condition of every licence to produce and market slicer carrots, dicer carrots, onions or tomatoes that the quantity of the vegetable produced and marketed shall be limited to no more than three times the average volume contracted with all other growers by that processor in that Crop Year.
- 5.4 The quantity of any vegetable specified in a producer's licence may be increased or decreased by the Board.

CONTRACTING REPORTS AND CONTRACTING SCHEDULES

- 6.1 Every Buyer shall file with the Board, on or before the 15th day of May in each Crop Year, in respect of each vegetable, either;
- (i) a true copy of every contract entered into between the Buyer and each producer on or before the 1st day of May; or,
 - (ii) a list of every producer with whom the Buyer has entered into a contract on or before the 1st day of May, including the name, address, telephone number, fax number, email address, volume of vegetable contracted and additional contract information as specified in column 3 of Appendix "A".
- 6.2 Every Buyer shall file with the Board a true copy of every contract entered into with a producer after May 1st in each Crop Year within 7 days of the date that the contract is entered into.

- 6.3 Every Buyer shall in each Crop Year complete and file with the Board a contract schedule as specified in Column 2 of Appendix "A" for the vegetable specified in Column 1 of Appendix "A" showing the information specified in Column 3 of Appendix "A" by the date specified in Column 4 of Appendix "A" unless that information has already been provided to the Board under paragraph 6.1.

HARVEST SCHEDULE

- 7.0 Every Buyer who receives vegetables from a producer shall in each Crop Year complete and file with the Board a harvest schedule as specified in Column 2 of Appendix "B" for the vegetables specified in Column 1 of Appendix "B" showing the information specified in Column 3 of Appendix "B" by the date specified in Column 4 of Appendix "B".

LICENCE FEES

- 8.1 Every producer shall pay to the Board, licence fees at the rate per ton or fraction thereof specified in Column 8 of Appendix "C" for the vegetables listed in Column 1 of Appendix "C".
- 8.2 Every person who receives vegetables from a producer shall deduct from the monies payable to the producer any licence fees payable by the producer as specified in Column 8 of Appendix "C", and shall forward same to the Board not later than the date specified in Column 9 of Appendix "C".
- 8.3 Every producer shall pay to the Board not later than the 15th day of December in the year in which the vegetable was produced any licence fees payable by the producer to the Board that have not been deducted and paid to the Board pursuant to paragraph 8.2.

RECOVERY OF LICENCE FEES

- 9.0 The Board may recover any licence fees or other monies or interest payable to the Board by suit in a court of competent jurisdiction.

INTEREST ON ARREARS

- 10.1 The Board may charge interest at a rate of 15% per annum on any unpaid licence fees upon the expiry of the deadline date for payment of any such licence fees.
- 10.2 Every person liable to pay licence fees to the Board shall pay the Board forthwith on demand any interest charged by the Board under paragraph 10.1.

CHARGES, COSTS AND EXPENSES

- 11.1 No charges, costs or expenses relating to the production or marketing of a vegetable shall be made other than such charges, costs or expenses as are provided in the Agreement or Award or renegotiated Agreement or Award in force for the marketing of the vegetable.
- 11.2 No Buyer shall promote or offer or require as a condition of contract with a producer that the producer engage the services of any farm management or consulting person, firm or corporation.
- 11.3 No producer shall engage the services of any farm management or consulting person, firm or corporation as a condition of contract as promoted or offered or required by a Buyer.

LICENCE ISSUANCE, CANCELLATION, REDUCTION

- 12.1 Where the Board determines that a producer named on a Contracting Report or Contracting Schedule filed with the Board by May 15th in a Crop Year should not be deemed to hold a licence, it shall give written notice to that producer and the Buyer within fifteen days of the Board's receipt of the Contracting Report or Contracting Schedule.
- 12.2 A producer who is not a party to a contract or named as a producer on a Contracting Report or Contracting Schedule filed with the Board by May 15th in a year may, upon request, be issued a licence upon such terms and conditions as the Board determines and that producer's contract may, in the Board's discretion, be excluded from the Contract Security provisions of these Regulations.
- 12.3 The Board may refuse to issue a licence to any person to produce and market vegetables:
- (i) where the person is not a producer or a greenshipper;
 - (ii) where the person is not qualified by experience, financial responsibility or equipment to properly engage in the production and marketing of vegetables; or
 - (iii) where the person has failed to comply with or has contravened any provisions of the Act, the Regulations, the Plan, or any Order or Direction of the Commission or Board including failure to comply with the terms and conditions of the licence.
- 12.4 Termination of a contract in accordance with these Regulations cancels the licence of the producer in respect of that contract.

PENALTIES

- 13.1 In addition to, or as an alternate to such other remedies as it has available to it, the Board may impose a penalty on any applicant for a licence or a licensee, who it finds, after a hearing, has failed to comply with or has contravened any term or condition of the licence or the Act or the Regulations, the Plan or any Order or Direction of the Board.
- 13.2 Subject to the Act, any penalty imposed under paragraph 13.1 may be in an amount as determined by the Board to remove any advantage gained by the party in contravention and to fully reimburse the Board for any of its expenses and costs associated with any inspection, audit, investigation, hearing and disposition of the matter, including, but not limited to staff time, Board member costs, legal and accounting fees and disbursements.
- 13.3 The Board may use such penalty monies for the payment of its expenses as aforesaid, with any surplus to be used for its general purposes.

MARKETING OF VEGETABLES

- 14.1 No producer shall market vegetables to anyone other than a licenced Buyer.
- 14.2 No person other than a licenced Buyer shall purchase or acquire any vegetables except from a producer in accordance with the terms and conditions of the producer's licence.
- 14.3 No person shall buy any vegetables except from a producer in accordance with the terms and conditions of the producer's licence.
- 14.4 All vegetables shall be marketed pursuant to the contract between the producer and the Buyer.
- 14.5 No person except the producer, a processor or in the case of cucumbers, a greenshipper, shall market vegetables to a processor.

- 14.6
- (i) No producer, without the consent of the contracted Buyer, shall offer for sale, sell, transfer, assign, ship or transport any vegetables to any person other than that Buyer.
 - (ii) No person shall offer to sell, sell, rent or purchase or offer to purchase any contract.
 - (iii) No contract shall be transferred or assigned without the prior written consent of the parties to the contract and the Board.
 - (iv) Any change in the ownership or operational management of a producer, which is not an individual, constitutes a transfer or assignment of any contract held by that producer and requires the prior written consent of the parties to the contract and the Board.
- 14.7 No person except the Buyer with whom the producer has a contract shall purchase or acquire vegetables that are produced by the producer pursuant to such contract.
- 14.8 No person shall be a party to any arrangement the effect of which is contrary to the negotiated agreement or award, the terms and conditions of any licence, any provisions of the Act or the Regulations, the plan or any order or direction of the Board.
- 14.9 No person shall sell, offer to sell, buy or pack any vegetables on commission or on consignment.
- 14.10 No person, except under the authority of a licence to produce, market or process vegetables, shall market any vegetables.

MARKETING OF CARROTS

- 15.1 Every processor of carrots shall complete and file with the Board a Contract Schedule for Carrots in Form C-1 together with a true copy of each Contract for the marketing of carrots between the processor and each producer on or before the 15th day of May in each year.
- 15.2 The Board deems every producer of carrots identified on a Form C-1 filed with the Board to be the holder of a licence to produce and market carrots for the quantity of carrots to the processor as specified on the Form C-1.
- 15.3 No producer of carrots shall produce or market in excess of 120% of the carrots specified in Form C-1 unless and until the producer has filed a Form C-2 signed by both the producer and processor and the Board has accepted and deemed that producer to be the holder of a licence on such terms and conditions as the Board may determine.
- 15.4 A producer who was not named on a Form C-1 filed with the Board under paragraph 15.1 may, upon application in Form C-3 signed by the producer and the processor specifying the quantity of carrots to be marketed, upon acceptance by the Board deemed to be the holder of a licence to do so on such terms and conditions as the Board determines.

CONTRACT SECURITY

- 16.1 All existing agreements for the purchase and sale of vegetables between a Buyer and a producer are Term Contracts and continue for the balance of the minimum three year term unless terminated in accordance with section 15.1.2 of Regulation 440 or these Regulations.
- 16.2 For every Crop Year, Buyers, after determining their respective requirements for vegetables and using the total of all Producer Bases, shall contract with producers which contracts shall be for each producer's share of that processor's annual requirements for that vegetable and subject to Regulation 440 and these Regulations be for a minimum term of three (3) years and shall referred to as a "Term Contract".

- 16.3 The Term Contract of a producer who is not offered a contract by the Buyer in accordance with paragraph 16.2 shall only remain in effect for the balance of its three (3) year term.
- 16.4 Notwithstanding the foregoing, the Board has determined that contracts entered into between producers of carrots and processors under Form C-2 and or Form C-3 are not Term Contracts.
- 16.5 The following shall be considered separate classes of vegetables and shall be subject to separate Term Contracts:
- (i). hand harvest cucumbers;
 - (ii). mechanical harvest cucumbers;
 - (iii). early contract cucumber tonnage; and
 - (iv). late contract cucumber tonnage.
- 16.6 Where the total contracted acreage or tonnage requirements of a Buyer in any year of a Term Contract is less than or equal to the Processor Base for the vegetable, the annual acreage or tonnage contracted with each producer for that year of the Term Contract for that vegetable shall equal the producer's pro-rata share of the Buyer's total acreage or tonnage requirements for that vegetable for that year.
- 16.7 The Buyer shall specify the Producer Base in acreage or tonnage for each producer's annual contract.
- 16.8 The parties to an acreage contract may provide for a maximum of ten percent (10%) acreage tolerance to compensate for field size variations, except such tolerance shall not be taken into account in determining the producer's pro-rata share under paragraph 16.6.
- 16.9 A Buyer may by application to the Board request a waiver of the pro-rata share requirements under paragraph 16.6.
- 16.10 In determining any application under paragraph 16.9 the Board may consider the following:
- (i). extreme varietal differences;
 - (ii). method of harvest;
 - (iii). end use;
 - (iv). geographic area; and
 - (v). any other reason the Board considers proper.

LEAVE OF ABSENCE

- 17.1 A producer may by written agreement on terms and conditions acceptable to the contracting Buyer take a one year leave of absence from a Term Contract.
- 17.2 Upon expiry of leave of absence, the Term Contract continues in full force and effect for the remainder of its term and may include a one year extension if required by the Buyer.
- 17.3 Any acreage or tonnage requirements as a result of the leave of absence shall be assigned to satisfy Producer Base entitlements.
- 17.4 Any resulting acreage or tonnage over the Processor Base may be allocated by the Buyer to a producer on a one year basis.

TERMINATION OF TERM CONTRACTS

- 18.1 Where a Buyer chooses not to offer a producer an annual contract, the Term Contract of that producer will be terminated at the end of the second year of the remaining three year term.
- 18.2 In accordance with the Ontario Regulation 440, Section 15.1.2(b) a Term Contract termination takes effect on January 1 of the second year following the year in which the notice is given.
- 18.3 In accordance with Regulation 440, Section 15.1.2(a) a Term Contract may be terminated immediately by a Buyer for cause. Where a dispute arises between a producer and a Buyer with reference to a contract termination, the Buyer and/or producer shall, within 7 days file particulars of the dispute in writing to the Board. The Board shall call a meeting of the Review Panel to hear the circumstances and determine if such cause exists.
- 18.4 Every Contract shall be deemed to include a provision that the determination as to whether cause exists, absent agreement by both parties, shall be made by a Review Panel in accordance with paragraph 18.5.
- 18.5 A Review Panel consisting of one member appointed by each of OPVG and OFVPA and an independent third party agreeable to both OPVG and OFVPA shall be constituted on an ad-hoc basis by OPVG to hear and determine the issue of cause under Section 18.3 and OPVG shall issue an Order accordingly.

NOTICE PROVISION

- 19.0 Any notice required to be given under any Regulations of the Board shall be given personally, by ordinary mail, by facsimile transmission, or by electronic mail to:
- (i). The producer or Buyer at the address or number specified in the Term Contract; and to
 - (ii). The Board at its head office, 435 Consortium Court, London, Ontario, N6E 2S8.
- Any notice given as aforesaid shall be deemed to be received by the other party on the date of personal delivery, facsimile transmission or email transmission or on the third day of the posting thereof.

PRODUCER PROCESSORS

- 20.0 Any person who produces and processes vegetables shall furnish to the Board statements of the amount of vegetables that the person produced in any year and used for processing.

EXEMPTIONS

- 21.1 The Board may provide for the exemption from any or all of the Regulations, orders or directions under the Plan of any class, variety, grade or size of vegetable or any person or class of persons engaged in the producing or marketing of vegetables of any class, variety, grade or size of vegetable.
- 21.2 Producers of carrots are exempt from the Contract Security provisions of these Regulations and the deemed licencing provision as set out in paragraph 3.2 of these Regulations.

APPEALS

- 22.0 Any party aggrieved by any order, direction, decision, policy or regulation, including any Order issued by the Board as a result of a Review Panel proceeding may appeal the matter to the Agriculture, Food and Rural Affairs Appeal Tribunal.

REVOCATION

23.0 General regulations made by the Board on the 31 day of March, 2016 are revoked.

EFFECTIVE DATE

24.0 These Regulations come into effect upon approval of the Farm Products Marketing Commission.

ONTARIO PROCESSING VEGETABLE GROWERS

Dave Hope (signed)

CHAIR

Cathy Lennon (signed)

SECRETARY

DATED at London, Ontario this 12th day of March, 2019.

APPENDIX A

<u>COLUMN 1</u> <u>VEGETABLES</u>	<u>COLUMN 2</u> <u>CONTRACT SCHEDULE</u>	<u>COLUMN 3</u> <u>REQUIRED DATA</u>	<u>COLUMN 4</u> <u>DUE DATE</u>
ALL VEGETABLES	SCHEDULES 1, 3, 6A-B, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28	<ul style="list-style-type: none"> ● NAME ● ADDRESS ● PHONE # FOR EACH PRODUCER ● FAX # FOR EACH PRODUCER ● E-MAIL FOR EACH PRODUCER ● COUNTY ● COPY OF COMPANY CONTRACT ● BASE ACREAGE OR TONNAGE 	REFER TO INDIVIDUAL VEGETABLES LISTED IN COLUMN 1
RED BEETS	SCHEDULE 1	<ul style="list-style-type: none"> ● TONS CONTRACTED WITH EACH PRODUCER 	MAY 15
CABBAGE	SCHEDULE 3	<ul style="list-style-type: none"> ● TONS CONTRACTED WITH EACH PRODUCER 	MAY 15
CARROTS	SCHEDULE: 6A/6B	<ul style="list-style-type: none"> ● CONTRACT TONS WITH EACH PRODUCER SPECIFYING SLICERS OR DICERS 	MAY 15
CAULIFLOWER	SCHEDULE 8	<ul style="list-style-type: none"> ● CONTRACT TONS WITH EACH PRODUCER 	MAY 15
CUCUMBERS	SCHEDULE 10	<ul style="list-style-type: none"> ● CONTRACT ACRES AND TONS AT EACH GRADING STATION WITH EACH PRODUCER SPECIFYING EARLY AND/OR LATE TONNAGE AS APPLICABLE. ● CONTRACT ACRES (MACHINE HARVEST) 	MAY 15
GREEN PEAS	SCHEDULE 12	<ul style="list-style-type: none"> ● CONTRACT ACRES WITH EACH PRODUCER ● PLANTED ACRES WITH EACH PRODUCER ● CROP INSURANCE AFY OF EACH GROWER 	MAY 15 JULY 1
GREEN BEANS	SCHEDULE 14	<ul style="list-style-type: none"> ● ACRES CONTRACTED WITH EACH PRODUCER SPECIFYING SMALL WHOLE, DUAL PURPOSE OR ● ACRES PLANTED WITH EACH PRODUCER SPECIFYING SMALL WHOLE, DUAL PURPOSE OR LARGE CUT AS DEFINED BY THE COLUMNS IN APPENDIX A OF THE AGREEMENT ● CROP INSURANCE AFY OF EACH GROWER 	MAY 15 JULY 20
WAX BEANS	SCHEDULE 14	<ul style="list-style-type: none"> ● ACRES CONTRACTED WITH EACH PRODUCER SMALL WHOLE, DUAL PURPOSE OR LARGE CUT AS DEFINED BY THE COLUMNS IN APPENDIX A OF THE AGREEMENT ● ACRES PLANTED WITH EACH PRODUCER SPECIFYING SMALL WHOLE, DUAL PURPOSE OR LARGE CUT AS DEFINED BY THE COLUMNS IN APPENDIX A OF THE AGREEMENT ● CROP INSURANCE AFY OF EACH GROWER 	MAY 15 JULY 20

APPENDIX A

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
<u>VEGETABLES</u>	<u>CONTRACT SCHEDULE</u>	<u>REQUIRED DATA</u>	<u>DUE DATE</u>
ROMANO BEANS	SCHEDULE 14	<ul style="list-style-type: none"> ● ACRES CONTRACTED WITH EACH PRODUCER ● ACRES PLANTED WITH EACH PRODUCER ● CROP INSURANCE AFY OF EACH GROWER 	<p>MAY 15</p> <p>JULY 20</p>
LIMA BEANS	SCHEDULE 16	<ul style="list-style-type: none"> ● ACRES CONTRACTED WITH EACH PRODUCER ● ACRES PLANTED WITH EACH PRODUCER ● CROP INSURANCE AFY OF EACH GROWER 	<p>MAY 15</p> <p>JULY 15</p>
PUMPKIN	SCHEDULE 20	<ul style="list-style-type: none"> ● TONS CONTRACTED WITH EACH PRODUCER 	MAY 15
BUTTERNUT SQUASH	SCHEDULE 22	<ul style="list-style-type: none"> ● TONS CONTRACTED WITH EACH PRODUCER SPECIFYING HAND OR MACHINE HARVEST 	MAY 15
SWEET CORN	SCHEDULE 24	<ul style="list-style-type: none"> ● ACRES CONTRACTED WITH EACH PRODUCER ● ACRES PLANTED WITH EACH PRODUCER ● CROP INSURANCE AFY OF EACH GROWER 	<p>MAY 15</p> <p>JULY 15</p>
TOMATOES	SCHEDULE: 26	<ul style="list-style-type: none"> ● TONS CONTRACTED BY OPTION WITH EACH PRODUCER SPECIFYING EARLY, REGULAR OR LATE AND THE RECOMMENDED ACREAGE FOR EACH GROWER 	MAY 15
	SCHEDULE 28	<ul style="list-style-type: none"> ● A TRANSPLANT REPORT DETAILING <ul style="list-style-type: none"> (i) THE PLANT GROWERS HE HAS CONTRACTS WITH AND THE AMOUNT CONTRACTED WITH EACH ACCORDING TO SIZE CATEGORY (IE. 288, 406, ETC); AND (ii) NUMBER OF PLANTS REQUIRED TO PLANT THE INTENDED FIELD ACREAGE ONCE. 	MAY 15
		<ul style="list-style-type: none"> ● FORM 3 	MAY 15
ONIONS	SCHEDULE 29	<ul style="list-style-type: none"> ● TONS CONTRACTED WITH EACH PRODUCER 	MAY 15

APPENDIX B

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
<u>VEGETABLES</u>	<u>HARVEST SCHEDULE</u>	<u>REQUIRED DATA</u>	<u>DUE DATE</u>
ALL VEGETABLES	SCHEDULES 2, 4, 5, 7A-B, 9, 11, 13, 15, 17, 19, 21, 23, 25, 28, 29,30A-C	<ul style="list-style-type: none"> ● NAME ● ADDRESS ● PHONE NO. FOR EACH PRODUCER ● FAX # FOR EACH PRODUCER ● E-MAIL FOR EACH PRODUCER ● COUNTY 	REFER TO INDIVIDUAL VEGETABLES LISTED IN COLUMN 1
RED BEETS	SCHEDULE 2	<ul style="list-style-type: none"> ● TONS HARVESTED SPECIFYING GRADE SIZE FOR EACH PRODUCER ● GROSS PAYMENT AND LICENCE FEES DEDUCTED FOR EACH PRODUCER 	DEC. 1
CABBAGE...EARLY	SCHEDULE 4	<ul style="list-style-type: none"> ● TONS HARVESTED ● GROSS PAYMENT AND LICENCE FEES DEDUCTED FOR EACH PRODUCER 	SEPT. 15
CABBAGE..... LATE	SCHEDULE 5	<ul style="list-style-type: none"> ● TONS HARVESTED ● GROSS PAYMENT AND LICENCE FEES DEDUCTED FOR EACH PRODUCER 	DEC. 15
CARROTS	SCHEDULES: 7A/7B	<ul style="list-style-type: none"> ● TONS HARVESTED FOR SLICERS AND DICERS AND SPECIFYING THE PERCENTAGE CROWNED OF EACH GROWER'S CROWNED DELIVERIES ● GROSS PAYMENT AND LICENCE FEES DEDUCTED FOR EACH PRODUCER FOR SLICERS AND DICERS. STORAGE CHARGES AND LATE DELIVERY SURCHARGE TO BE BROKEN OUT AND REPORTED SEPARATELY IF APPLICABLE. 	DEC. 15
CAULIFLOWER	SCHEDULE 9	<ul style="list-style-type: none"> ● TONS HARVESTED (TO INCLUDE A BREAKDOWN OF TIED AND UNTIED BY GRADE) ● GROSS PAYMENT AND LICENCE FEES DEDUCTED FOR EACH PRODUCER 	DEC. 15
CUCUMBERS	SCHEDULE 11	<ul style="list-style-type: none"> ● TONS HARVESTED (TO INCLUDE A BREAKDOWN BY GRADE) FOR EACH PRODUCER AT EACH GRADING STATION ● ACRES AND TONS HARVESTED (TO INCLUDE A BREAKDOWN BY GRADE) FOR MACHINE HARVEST PRODUCTION ● GROSS PAYMENT AND LICENCE FEES DEDUCTED FOR EACH PRODUCER AT EACH GRADING STATION PAID ON ALL PAYABLE CUCUMBERS 	OCT. 15

APPENDIX B

<u>COLUMN 1</u> <u>VEGETABLES</u>	<u>COLUMN 2</u> <u>HARVEST SCHEDULE</u>	<u>COLUMN 3</u> <u>REQUIRED DATA</u>	<u>COLUMN 4</u> <u>DUE DATE</u>
GREEN PEAS	SCHEDULE 13	<ul style="list-style-type: none">● AN ACCOUNTING OF POOL RECEIPTS AND DISBURSEMENTS (MACHINE HARVEST)	OCT. 1
GREEN BEANS	SCHEDULE 15	<ul style="list-style-type: none">● BY-PASS ACRES● DATE PLANTED/VARIETY PLANTED● ACRES HARVESTED● GROSS TONS BY VARIETY● GROSS PAYMENT AND LICENCE FEES DEDUCTED FOR EACH PRODUCER	OCT. 15
WAX BEANS	SCHEDULE 15	<ul style="list-style-type: none">● BY-PASS ACRES● QUOTA CLAUSE ACRES● DATE PLANTED/VARIETY PLANTED● ACRES AND TONS HARVESTED SPECIFYING SMALL WHOLE, DUAL PURPOSE OR LARGE CUT AS DEFINED BY THE COLUMNS IN APPENDIX A OF THE AGREEMENT● GROSS PAYMENT AND LICENCE FEES DEDUCTED FOR EACH PRODUCER	OCT. 15
ROMANO BEANS	SCHEDULE 15	<ul style="list-style-type: none">● BY-PASS ACRES● QUOTA CLAUSE ACRES● DATE PLANTED/VARIETY PLANTED● ACRES AND TONS HARVESTED SPECIFYING SMALL WHOLE, DUAL PURPOSE OR LARGE CUT AS DEFINED BY THE COLUMNS IN APPENDIX A OF THE AGREEMENT● GROSS PAYMENT AND LICENCE FEES DEDUCTED FOR EACH PRODUCER	OCT. 15
LIMA BEANS	SCHEDULE 17	<ul style="list-style-type: none">● BY-PASS ACRES● ACRES AND GROSS TONS HARVESTED● GROSS PAYMENT AND LICENCE FEES DEDUCTED FOR EACH PRODUCER	DEC. 1
PUMPKIN	SCHEDULE 21	<ul style="list-style-type: none">● TONS HARVESTED	DEC. 1

APPENDIX B

<u>COLUMN 1</u> <u>VEGETABLES</u>	<u>COLUMN 2</u> <u>HARVEST SCHEDULE</u>	<u>COLUMN 3</u> <u>REQUIRED DATA</u>	<u>COLUMN 4</u> <u>DUE DATE</u>
		<ul style="list-style-type: none"> ● GROSS PAYMENT AND LICENCE FEES DEDUCTED FOR EACH PRODUCER 	
BUTTERNUT SQUASH	SCHEDULE 23	<ul style="list-style-type: none"> ● GROSS AND NET TONS HARVESTED ● GROSS PAYMENT AND LICENCE FEES DEDUCTED FOR EACH PRODUCER 	DEC. 1
SWEET CORN	SCHEDULE 25	<ul style="list-style-type: none"> ● BY-PASS ACRES ● QUOTA CLAUSE ACRES ● DATE PLANTED/VARIETY PLANTED ● ACRES AND TONS HARVESTED ● GROSS PAYMENT AND LICENCE FEES DEDUCTED FOR EACH PRODUCER 	DEC. 1
TOMATOES	SCHEDULE 29	<ul style="list-style-type: none"> ● PRODUCTIVITY RECONCILIATION 	NOV. 1
	SCHEDULE 30A-C	<ul style="list-style-type: none"> ● EACH PROCESSOR SHALL FILE WITH THE LOCAL BOARD, NOT LATER THAN THE FINAL PAYMENT DATE, A STATEMENT DETAILING THE PERCENTAGE OF RAW PRODUCT IN EACH END-USE CATEGORY. 	NOV. 1
	SCHEDULE 28	<ul style="list-style-type: none"> ● TOTAL QUANTITY OF TRANSPLANTS PAID FOR BY GROWERS 	NOV. 1
	SCHEDULE 27	<ul style="list-style-type: none"> ● NET TONS HARVESTED BY OPTION ● GROSS PAYMENT BY OPTION AND LICENCE FEES DEDUCTED FOR EACH PRODUCER 	NOV. 15
	FORM 1	<ul style="list-style-type: none"> ● A FINAL REPORT DETAILING NAMES, TONNAGES AND GROSS PAYMENT FOR ALL TOMATOES PURCHASED UNDER FORM 1. 	NOV. 15
ONIONS	SCHEDULE 31	<ul style="list-style-type: none"> ● TONS HARVESTED 	DEC. 15
		<ul style="list-style-type: none"> ● GROSS PAYMENT AND LICENCE FEES DEDUCTED FOR EACH PRODUCER 	DEC. 15

SCHEDULE C

2018 LICENCE FEES

Commodity	Admin.	Acreage Measurement/ Monitoring	Grading	Sub-Total	HST	Total Deduction Per Net Ton	Due Date mm/dd	
Tomatoes	\$0.91	\$0.06	\$0.43	\$1.40	\$0.18	\$1.58	11/15	
Green Peas	\$4.71	\$0.00	\$0.05	\$4.76	\$0.62	\$5.38	10/01	
Sweet Corn	\$0.98	\$0.00	\$0.00	\$0.98	\$0.13	\$1.11	12/01	
Cucumbers* - HBI - Chatham				\$2.32	<i>U.S.</i>	\$0.30	\$2.62 <i>U.S.</i>	10/15
- HBI - Other				\$3.48	<i>U.S.</i>	\$0.45	\$3.93 <i>U.S.</i>	10/15
- Tomek	\$3.67	\$0.00	\$0.00	\$3.67	<i>Cdn.</i>	\$0.48	\$4.15 <i>Cdn.</i>	10/15
Green & Wax Beans	\$2.20	\$0.00	\$0.00	\$2.20	\$0.29	\$2.49	10/15	
Carrots - Slicers	\$1.32	\$0.00	\$0.00	\$1.32	\$0.17	\$1.49	12/15	
- Dicers	\$1.07	\$0.00	\$0.00	\$1.07	\$0.14	\$1.21	12/15	
Lima Beans	\$4.95	\$0.00	\$0.00	\$4.95	\$0.64	\$5.59	12/01	
Squash	\$1.20	\$0.00	\$0.00	\$1.20	\$0.16	\$1.36	12/01	
Onions	\$3.50	\$0.00	\$0.00	\$3.50	\$0.46	\$3.96	12/15	

* Note: Licence fees payable on all tons