

GENERAL REGULATIONS
made under
THE FARM PRODUCTS MARKETING ACT

INTERPRETATION

1. In these regulations

- (1) (a) "contract" means any agreement, oral or written, between a producer and a processor or a greenshipper for the marketing of vegetables;
 - (b) "local board" means Ontario Processing Vegetable Growers;
 - (c) "marketing" includes advertising, assembling, buying, financing, offering for sale, packing, processing, selling, shipping, storing, and transporting and "market" and "marketed" have corresponding meanings;
 - (d) "processing" means,
 - (i) canning, dehydrating, drying, freezing, pickling or processing with sugar or sulphur dioxide or any other chemical or by heat, and combining or mixing a vegetable with one or more other vegetables;
 - (ii) entering into a contract for the purchase of vegetables for the purpose of performing on the vegetables any of the operations mentioned in subclause (i), or
 - (iii) entering into a contract for the purpose of having any of the operations mentioned in subclause (i) performed on vegetables;
 - (e) "processor" means a person engaged in the business of processing vegetables;
 - (f) "producer" means a person engaged in the production of vegetables;
 - (g) "Term Contract" means a contract as described in paragraph (a) subject to the provisions of Regulation No. 1 of the local board;
 - (h) "vegetables" means the following vegetables produced in Ontario and used for processing: green and wax beans, lima beans, red beets, cabbage other than cabbage used for coleslaw, carrots, cauliflower, cucumbers, sweet corn, Spanish -type onions used for onion rings, green peas, pumpkin and squash, peppers or tomatoes;
 - (i) "producer-processor" means a person who is both a producer and processor of vegetables.
 - (j) "greenshipper" means a person, other than a processor, who purchases, acquires or obtains possession of cucumbers from producers for the purposes of sorting by size, grading, cleaning, inspecting, separating or brining.
 - (k) "joint venture" means the result of an arrangement between two or more parties for the purpose of the production or marketing of vegetables where the parties remain separate entities, share decision-making, pool assets or skills and where the result may be a partnership or corporation.
- (2) A person who brines cucumbers to extend their storage life so they may be sold for processing, but who does not do to cucumbers anything else described in the definition of "processing" in subsection (1), is not considered to be a processor of cucumbers for the purpose of this Regulation.
 - (3) All filings with and payments or notices to the local board shall be made at or to its office at 435 Consortium Court, London, Ontario, N6E 2S8.

APPLICATION OF REGULATIONS

2. (a) These regulations provide for the control and regulation in any or all respects of the producing and marketing within Ontario of vegetables, including the prohibition of such producing and marketing in whole or in part.
- (b) All peppers produced in Ontario and used for processing, are exempt from this regulation.
- (c) All producers of peppers, are in respect of peppers, exempt from this regulation.

LICENCES

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

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4. No person shall engage in the marketing of vegetables except under the authority of a licence of the class prescribed for that vegetable and except in compliance with the terms and conditions of the licence.
5.
 - (a) A licence to produce and market each of the vegetables as defined in section 1 is prescribed as a separate class of licence and shall be subject to such terms and conditions as may be imposed by the local board from time to time.
 - (b) A licence as a greenshipper of cucumbers shall be subject to such terms and conditions as may be imposed by the local board from time to time.
 - (c) The local board will not issue a licence to an applicant which is a joint venture in which a processor is a party.

TERMS AND CONDITIONS OF LICENCE

6.
 - (a) The local board may impose such terms and conditions upon a licence as the local board considers proper.
 - (b) 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 vegetables specified for that class of licence,
 - (ii) be for a specific quantity of the vegetable; and every producer that is the holder of a licence to produce and market slicer carrots, dicer carrots, onions or tomatoes shall be subject to, as a term and condition of their licence, a limitation to the quantity to be produced and marketed of no more than 3 times the average volume contracted with all other growers by that processor in that year.
 - (iii) be produced for and marketed to a specific processor, or in the case of cucumbers, to a specific processor or greenshipper, and
 - (iv) include all obligations of the producer in accordance with the applicable Agreement or Award or renegotiated Agreement or Award in force for the marketing of the vegetable.
 - (c) Notwithstanding the generality of the foregoing, it is a term and condition of each licence issued to a greenshipper under Section 5.(b) that the greenshipper shall;
 - (i) pay producers for cucumbers in accordance with the settled Agreement or Award achieved through negotiations or arbitration in accordance with Regulation 440;
 - (ii) file contracting schedules on the same basis as processors in accordance with Section 18;
 - (iii) file harvest schedules on the same basis as processors in accordance with Section 19;
 - (iv) deduct licence fees and forward same to the local board on the same basis as processors in accordance with Section 20 (b); and
 - (v) file with the local board and maintain in good standing a Letter of Credit in such amount and on such terms and conditions as the local board determines.
 - (d) Any term or condition of a licence establishing the quantity of a vegetable that may be produced or marketed pursuant to such licence may be amended by the local board increasing or decreasing the quantity of the vegetable.
 - (e) In addition to the foregoing terms and conditions, it is a term and condition of a licence issued to a joint venture that all parties to the joint venture shall be producers.

MARKETING OF VEGETABLES

7. No producer shall market vegetables to anyone other than a processor holding a valid subsisting licence to process vegetables under the Act or, in the case of cucumbers, to such a processor or to a greenshipper holding a valid and subsisting licence from the local board.
8. No person other than a processor holding a valid subsisting licence to process vegetables under the Act and, in the case of cucumbers, a greenshipper holding a valid subsisting licence from the local board, shall purchase or acquire any vegetables except from a producer in accordance with the terms and conditions of the producer's licence.
9. No person shall buy any vegetables except from a producer in accordance with the terms and conditions of the producer's licence.
10. All vegetables shall be marketed pursuant to the contract between a producer and a processor or, in the case of cucumbers, between a producer and a greenshipper or a processor.
11. No person except the producer, a processor, or in the case of cucumbers, a greenshipper, shall market vegetables to a processor.
12.
 - (a) No producer shall offer for sale, sell, transfer, assign, ship or transport any vegetables produced under a contract, except with the consent of the processor or greenshipper, to any person other than the processor or greenshipper with whom the producer has the contract.
 - (b) No person shall offer to sell, sell, rent or purchase or offer to purchase any contract.

- (c) No contract shall be transferred or assigned without the prior written consent of the parties to the contract and the local board.
 - (d) Any change in ownership or operational management of a producer, which is a corporation or a partnership, constitutes a transfer or assignment of any Term Contract held by that producer and paragraph 12 (c) applies.
13. No person except the processor or greenshipper with whom the producer has a contract shall purchase or acquire vegetables that are produced by the producer pursuant to such contract.
14. 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 local board.
15. No person shall sell, offer to sell, buy or pack any vegetables on commission or on consignment.
16. No person except under the authority of a licence to produce, market or process vegetables, shall market any vegetables.

LICENCE TO PRODUCE AND MARKET

17. (a) Any producer who was not named in the contracting report filed with the local board in the immediately preceding year shall apply for a licence to produce and market a vegetable by completing and filing with the local board an application for licence in Form 1 on or before the 15th day of March. The producer may be issued a licence to produce and market the vegetable pursuant to the contract between the producer and the processor or greenshipper, and such contract may be determined not to be a term contract at the discretion of the local board.
- (b) Subject to section 24(1)(a), every producer who,
- (i) is named on a processors' or greenshippers' contracting report filed with the local board by May 15th in each year in accordance with Section 18(a)
 - (ii) has not been given notice by the local board pursuant to Section 24(1)(a); and
 - (iii) is not in default of payment of licence fees prescribed by Section 20;
- shall be deemed to be a holder of a licence of the class for that vegetable to produce and market the vegetable in accordance with the contract between the producer and the processor or greenshipper.
- (c) Every producer who is not named on a contract or is not named in the list of producers filed with the local board by May 15th in each year, in accordance with Section 18(a)(i) or (ii), may be issued a licence, in accordance with Section 24(1)(b), under such terms and conditions as the local board considers proper, to produce and market the vegetable, in accordance with the contract between the producer and the processor or greenshipper, and such contract may not be considered a Term Contract at the discretion of the local board.

CONTRACTING SCHEDULE

18. (a) Every processor or greenshipper shall file with the local board, on or before the 15th day of May in each year, in respect of each vegetable, either:
- (i) a true copy of every contract entered into between the processor or greenshipper and each producer on or before the 1st day of May; or,
 - (ii) a list of every producer with whom the processor or greenshipper has entered into a contract on or before the 1st day of May, including the name, address, telephone number, fax number, e-mail address and the volume contracted as specified in column 3 of Appendix A.
- (b) Every processor or greenshipper shall file with the local board a true copy of every contract entered into with a producer after May 1st in each year within 7 days of the date that the contract is entered into.
- (i) Any producer who was not issued a licence by the local board in the immediately preceding year shall apply for a licence to produce and market a vegetable by completing and filing with the local board an application for licence in Form 1. The producer may be issued a licence to produce and market the vegetable pursuant to the contract between the producer and the processor or greenshipper, and such contract may be determined not to be a term contract at the discretion of the local board.
- (c) Every processor or greenshipper who contracts vegetables with a producer shall in each year complete and file with the local 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 that has not been submitted pursuant to sub-section (a) (ii).

HARVEST SCHEDULE

19. (a) Every processor or greenshipper who receives vegetables from a producer shall in each year complete and file with the local board a harvest schedule as specified in Column 2 of Appendix B for the vegetable 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

20. (a) Every producer shall pay to the local board, licence fees at the rate per ton or fraction thereof specified in Column 8 of Appendix C for the vegetable listed in Column 1 of Appendix C.
- (b) 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 local board not later than the date specified in Column 9 of Appendix C.
- (c) Every producer shall pay to the local 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 local board that have not been deducted and paid to the local board pursuant to sub-section (b).

RECOVERY OF LICENCE FEES

21. The local board may recover any licence fees or other monies or interest payable to the local board by suit in a court of competent jurisdiction.

INTEREST ON ARREARS

22. (a) The local 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.
- (b) Every person liable to pay licence fees to the local board shall pay to the local board forthwith on demand any interest charged by the local board under sub-section (a).

CHARGES, COSTS AND EXPENSES

23. (a) 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.
- (b) No processor or greenshipper 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.
- (c) 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 processor or greenshipper.

LICENCE ISSUANCE, CANCELLATION, REDUCTION

24. (1) (a) The local board shall give written notice to any producer whom it deems not to be the holder of a licence under section 17(b) within seven days of receipt of the contract or schedule specified in Section 18(a) and shall give a copy of said notice to that producer's processor or greenshipper.
- (b) The local board may issue a licence to a producer to whom subsection (a) applies, for the producing and marketing of a vegetable of the class for that vegetable on such basis including terms and conditions as the local board considers proper.

- (c) The local board may refuse to issue a licence to any person to produce and market vegetables:
 - (i) where the person is not a producer;
 - (ii) where the person is not qualified by experience, financial responsibility or equipment to properly engage in the production and marketing of vegetables;
 - (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, Director or local board, including failure to comply with any terms and conditions of a licence;
- (d) The local board may permit any person to produce and market vegetables in excess of the quantity specified in the licence to a processor or greenshipper other than the processor or greenshipper specified in the licence on such terms and conditions as the local board considers proper.
- (e) Termination of a Term Contract, in accordance with Regulation No. 1 of the local board, cancels the licence of the producer in respect of which the producer had the Term Contract.
- (2) The local board may issue a licence to a greenshipper for the marketing of cucumbers in accordance with section 5(b).
- (3) The local board may refuse to grant or renew a licence or suspend or revoke a licence as a greenshipper where the applicant or licensee is not qualified by experience, financial responsibility or equipment to properly engage in the business for which the application was made or the licence granted or where the applicant or licensee has failed to comply with or has contravened any provisions of the Act or Regulations, the Plan or any Order or Direction of the Commission, Director or the local board including the failure to comply with the terms and conditions of any licence.

PENALTIES

- 25. (1) In addition to, or as an alternate to such other remedies as it has available to it, the local 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 local board.
- (2) Subject to the Act, any penalty imposed under subsection (1) may be in an amount as determined by the local board to remove any advantage gained by the party in contravention and to fully reimburse the local 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.
- (3) The local board may use any such penalty monies for the payment of its expenses as aforesaid, with any surplus to be used for its general purposes.

USE OF PROCEEDS OF LETTER OF CREDIT

26. The local board may call any letter of credit in its favour posted by a greenshipper and pay money so forfeited to it to producers who have not been paid for cucumbers sold to the greenshipper and for reimbursement of any costs incurred by the local board arising from any default by the greenshipper.

NOTICE PROVISION

- 27. (a) Any notice required to be given under any regulations of the local board shall be given personally, by ordinary mail, or by facsimile transmission to:
 - (i) the producer or processor or greenshipper at the address or number specified in the contract or in the schedule specified in Section 18(a);
 - (ii) the local board at its head office, 435 Consortium Court, London, Ontario, N6E 2S8.
- (b) Any notice given as aforesaid shall be deemed to be received by the other party on the date of personal delivery or facsimile transmission or on the 3rd day of the posting thereof.

PRODUCER - PROCESSORS

28. Any person who produces and processes vegetable(s), shall furnish to the local board statements of the amounts of vegetables that he produced in any year and used for processing.

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EXEMPTIONS

29. The local 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.

REVOCATION

30. General Regulations made by the local board on the 25th day of February, 2016 are revoked.

ONTARIO PROCESSING VEGETABLE GROWERS

Francis Dobbelaar
CHAIRMAN

John S. Mumford
SECRETARY

DATED at London, Ontario, this 31st day of March 2016.

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>
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 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
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
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 	MAY 15 JULY 20
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 	MAY 15 JULY 15
PUMPKIN	SCHEDULE 20	<ul style="list-style-type: none"> ● TONS CONTRACTED WITH EACH PRODUCER 	MAY 15

APPENDIX A

COLUMN 1 <u>VEGETABLES</u>	COLUMN 2 <u>CONTRACT SCHEDULE</u>	COLUMN 3 <u>REQUIRED DATA</u>	COLUMN 4 <u>DUE DATE</u>
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 	MAY 15 JULY 15
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
ONIONS	SCHEDULE 29	<ul style="list-style-type: none"> ● FORM 3 	MAY 15
		<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 (NOTE: LICENCE FEES PAYABLE ON GRADE SIZES 1, 2 AND 3 ONLY). ● AN ACCOUNTING OF POOL RECEIPTS AND DISBURSEMENTS (MACHINE HARVEST) 	OCT. 15
GREEN PEAS	SCHEDULE 13	<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. 1
GREEN 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

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>
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 FOR EACH GROWER ● 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 ● GROSS PAYMENT AND LICENCE FEES DEDUCTED FOR EACH PRODUCER 	DEC. 1
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**2016 Licence Fees**

Commodity	Admin.	Acreage Measurement/ Monitoring	Grading	Sub-Total		HST	Total Deduction Per Net Ton	Due Date mm/dd
Tomatoes	\$0.95	\$0.06	\$0.37	\$1.38		\$0.18	\$1.56	11/15
Green Peas	\$4.78	\$0.00	\$0.03	\$4.81		\$0.63	\$5.44	10/01
Sweet Corn	\$1.00	\$0.00	\$0.00	\$1.00		\$0.13	\$1.13	12/01
Cucumbers - HBI - Chatham				\$1.61	<i>U.S.</i>	\$0.21	\$1.82	<i>U.S.</i> 10/15
- HBI - Other				\$3.04	<i>U.S.</i>	\$0.40	\$3.44	<i>U.S.</i> 10/15
- Tomek	\$3.51	\$0.00	\$0.00	\$3.51	<i>Cdn.</i>	\$0.46	\$3.97	<i>Cdn.</i> 10/15
Green & Wax Beans	\$2.21	\$0.00	\$0.00	\$2.21		\$0.29	\$2.50	10/15
Carrots - Slicers	\$1.28	\$0.00	\$0.00	\$1.28		\$0.17	\$1.45	12/15
- Dicers	\$1.03	\$0.00	\$0.00	\$1.03		\$0.13	\$1.16	12/15
Lima Beans	\$4.93	\$0.00	\$0.00	\$4.93		\$0.64	\$5.57	12/01
Pumpkin	\$0.96	\$0.00	\$0.00	\$0.96		\$0.12	\$1.08	12/01
Squash	\$1.18	\$0.00	\$0.00	\$1.18		\$0.15	\$1.33	12/01
Onions	\$3.40	\$0.00	\$0.00	\$3.40		\$0.44	\$3.84	12/15