

# ANNEX 4 GREEN PEAS SPECIAL PROVISIONS

## 1. 2020 MINIMUM SELLING PRICES

- 1.1 The minimum prices to be paid to producers shall be as follows:  
The irrigated price is 10% more than the base price.

Price \$ per short gross ton F.O.B. producer's field				
	REGULAR (Includes former "large" category)		SMALL (Includes former "mini" category)	
	Base price	Irrigated price	Base price	Irrigated price
Tenderness	\$/st	\$/st	\$/st	\$/st
	2020	2020	2020	2020
T80 and less	<b>807.50</b>	<b>888.25</b>	<b>896.80</b>	<b>986.48</b>
T81	<b>770.21</b>	<b>847.24</b>	<b>842.31</b>	<b>926.54</b>
T82	<b>736.82</b>	<b>810.51</b>	<b>822.50</b>	<b>904.75</b>
T83	<b>706.81</b>	<b>777.50</b>	<b>805.17</b>	<b>885.68</b>
T84	<b>679.85</b>	<b>747.83</b>	<b>776.67</b>	<b>854.34</b>
T85	<b>655.63</b>	<b>721.19</b>	<b>746.96</b>	<b>821.65</b>
T86	<b>633.85</b>	<b>697.24</b>	<b>719.71</b>	<b>791.68</b>
T87	<b>614.27</b>	<b>675.70</b>	<b>691.22</b>	<b>760.35</b>
T88	<b>596.63</b>	<b>656.30</b>	<b>665.22</b>	<b>731.74</b>
T89	<b>580.71</b>	<b>638.78</b>	<b>652.84</b>	<b>718.12</b>
T90	<b>566.30</b>	<b>622.93</b>	<b>641.69</b>	<b>705.86</b>
T91	<b>553.21</b>	<b>608.53</b>	<b>630.54</b>	<b>693.60</b>
T92	<b>541.27</b>	<b>595.39</b>	<b>619.40</b>	<b>681.34</b>
T93	<b>530.31</b>	<b>583.34</b>	<b>608.25</b>	<b>669.07</b>
T94	<b>520.22</b>	<b>572.24</b>	<b>598.35</b>	<b>658.18</b>
T95	<b>510.83</b>	<b>561.92</b>	<b>587.20</b>	<b>645.92</b>
T96	<b>502.07</b>	<b>552.27</b>	<b>578.54</b>	<b>636.39</b>
T97	<b>493.81</b>	<b>543.20</b>	<b>571.10</b>	<b>628.21</b>
T98	<b>485.98</b>	<b>534.58</b>	<b>559.96</b>	<b>615.95</b>
T99	<b>478.51</b>	<b>526.36</b>	<b>551.28</b>	<b>606.41</b>
T100	<b>471.32</b>	<b>518.46</b>	<b>540.14</b>	<b>594.15</b>
T101	<b>464.38</b>	<b>510.81</b>	<b>527.76</b>	<b>580.53</b>
T102	<b>457.62</b>	<b>503.38</b>	<b>517.84</b>	<b>569.63</b>
T103	<b>451.02</b>	<b>496.13</b>	<b>507.94</b>	<b>558.73</b>
T104	<b>444.57</b>	<b>489.03</b>	<b>496.79</b>	<b>546.47</b>
T105	<b>438.23</b>	<b>482.05</b>	<b>485.65</b>	<b>534.21</b>
T106	<b>432.00</b>	<b>475.20</b>	<b>476.98</b>	<b>524.68</b>
T107	<b>425.87</b>	<b>468.46</b>	<b>464.59</b>	<b>511.05</b>

Price \$ per short gross ton F.O.B. producer's field				
	REGULAR (Includes former "large" category)		SMALL (Includes former "mini" category)	
	Base price	Irrigated price	Base price	Irrigated price
Tenderness	\$/st	\$/st	\$/st	\$/st
	2020	2020	2020	2020
T108	419.85	461.83	454.69	500.16
T109	413.93	455.32	448.50	493.35
T110	408.14	448.95	439.83	483.81
T111	402.47	442.72	433.64	477.00
T112	396.97	436.66	426.21	468.83
T113	391.63	430.79	418.77	460.65
T114	386.47	425.12	412.59	453.84
T115	381.51	419.66	408.87	449.76
T116	376.79	414.47	403.91	444.30
T117	372.30	409.53	398.95	438.85
T118	368.09	404.90	394.01	433.41
T119	364.14	400.55	392.77	432.04
T120	360.48	396.53	390.29	429.32
T121	357.12	392.83	389.05	427.96
T122	354.06	389.46	386.58	425.23
T123	351.28	386.41	385.33	423.87
T124	348.80	383.68	385.33	423.87
T125	346.58	381.23	382.86	421.15
T126	344.62	379.08	376.67	414.34
T127	342.88	377.16	376.67	414.34
T128	341.31	375.44	376.67	414.34
T129	339.87	373.86	376.67	414.34
T130	338.51	372.36	376.67	414.34
T131	337.16	370.87	376.67	414.34
T132	335.73	369.30	376.67	414.34
T133 and more	332.97	366.27	376.67	414.34

Note:

The sizes for each category are based on a tenderometer reading of 100 and correspond to the average sieve size used to screen the majority of peas:

Regular: sizes 2.4 and up, according to the description given in the supplier's catalogue

Small: sizes smaller than 2.3, according to the description given in the supplier's catalogue

The prices and special provisions for organic peas are defined in Letter of Understanding "A" of this Annex.

The category corresponding to each variety will be specified in the producer's individual contract.

The additional 10% for irrigation will be subject to compliance with Articles 2.1, 2.2, 2.3 and 2.4 of Annex Peas attached to the producer's individual contract.

1.1.1 Average yield 5 years

Regular pea: **2.38** st/acre T°120  
 Small pea: **2.09** st/acre T°115

1.2 Premiums and lump sum payments

1.2.1 As a planting premium, the buyer shall pay the producer the following amounts per category, for each seeded area:

PREMIUMS \$ / seeded acre	
REGULAR	SMALL
<b>174</b>	<b>180</b>

**The production premium may not be paid to producers for the portion of a field affected by pesticide drift, for the use of an herbicide causing crop injury or for a pesticide residue used the previous year. In such a case, the buyer must document and inform the producer and the Federation of the non-payment of the premium.**

1.2.2 The buyer shall pay the producer a lump sum for late planting in \$ per day per acre seeded in green peas, according to the following table:

LUMP SUMS \$/seeded acre							
REGULAR				SMALL			
June 1	\$10	June 14	\$140	May 26	\$10	June 11	\$170
June 2	\$20	June 15	\$150	May 27	\$20	June 12	\$180
June 3	\$30	June 16	\$160	May 28	\$30	June 13	\$190
June 4	\$40	June 17	\$170	May 29	\$40	June 14	\$200
June 5	\$50	June 18	\$180	May 30	\$50	June 15	\$210
June 6	\$60	June 19	\$190	May 31	\$60	June 16	\$220
June 7	\$70	June 20	\$200	June 1	\$70	June 17	\$230
June 8	\$80	June 21	\$210	June 2	\$80	June 18	\$240
June 9	\$90	June 22	\$220	June 3	\$90	June 19	\$250
June 10	\$100	June 23	\$230	June 4	\$100	June 20	\$260
June 11	\$110	June 24	\$240	June 5	\$110	June 21	\$270
June 12	\$120	June 25	\$250	June 6	\$120	June 22	\$280
June 13	\$130			June 7	\$130	June 23	\$290
				June 8	\$140	June 24	\$300
				June 9	\$150	June 25	\$310
				June 10	\$160		

1.2.3 In the event of a complete production failure early in the season and the subsequent reseeded of the same crop on the same producer's land, the planting premium shall apply only once.

In the case of reseeded, the lump sum paid on the basis of the planting dates, as described above, shall apply only once.

In both cases, the highest amount shall apply.

### 1.3 Special compensation

If a producer is unable to fulfill his contract for climatic, or other reasons beyond his control, and the contracted acreage cannot be planted to another insurable processing vegetable crop, the buyer shall notify the Federation in writing and shall pay the producer a revenue compensation of \$200/contracted acre.

### 1.4 Dockage for peas

For each load, no dockage shall be deducted up to a maximum of 12% of products unfit for processing.

Each percentage point above 12% shall be deducted from the volume delivered.

Example:

	Load 1	Load 2	Load 3
Evaluation of quantity unfit for processing	6%	12%	12,1%
Dockage deducted	---	---	0,1%

The quantity unfit for processing is evaluated in accordance with the "Normes de détermination des rebuts et de la tendreté" (criteria for determining rejected produce) specified in the producer's individual contract.

Black nightshade (*Solanum nigrum*) and other contaminating weeds

In the case where black nightshade or other weed is detected in the field, depending on the situation, the buyer may propose to the producer to harvest the field and realise a screening at the plant to eliminate contaminants. This exceptional operation also eliminates a significant quantity of small peas. The volume thus lost will be incorporated into the volume of matter unfit for processing to determine the dockage.

Example:

Presence of matter unfit for processing	Volume deducted to eliminate nightshade	Total	Dockage threshold	% of dockage applied to the producer's harvest
5%	20%	25%	12%	13%

## 2. PAYMENT TERMS

2.1 Payments shall be made to the producer as follows:

2.1.1 After deducting all monies owed by the producer to the buyer, the buyer shall pay by direct deposit, on or before September 20 in the current year, the net amounts due to the producer for all accepted green peas, as well as any other amounts due by virtue of this Agreement.

- 2.1.2 All monies owed for seeds and other services provided by the buyer are payable at the time of payment for the product and bear no interest.
- 2.2 Upon the final payment, the buyer shall provide the producer with an invoice stating the following:
- ⇒ the net payment for all green peas delivered
  - ⇒ the purchase price paid for green peas
  - ⇒ the amount of premiums, lump sum payments, adjustments payments, compensation and any other sums paid to the producer
  - ⇒ all deductions withheld from the producer and/or in accordance with the Act
- 2.3 Should there be any dispute, the producer may submit a grievance notice to the Federation pursuant to Article 5.2 of the General Provisions on or before the 60<sup>th</sup> calendar day from the date on which the above-mentioned invoice was mailed.

### 3. SEED

- 3.1 The buyer shall be required to have a sample taken for germination by a laboratory accredited by the Canadian Seed Institute for all carry-overs seeds lots one year old and over. The buyer shall specify the result of the sampling on a tag attached to each delivery of seed.
- 3.2 The buyer shall also indicate the following information on the tag:
- ⇒ the species
  - ⇒ the category of seed
  - ⇒ the variety
  - ⇒ the lot number
  - ⇒ the number of seeds per bag, per pound or per kilogram
  - ⇒ the number of bags delivered
  - ⇒ the result of the germination test
- 3.3 The price specified in the Agreement is a price per 1,000 seeds. The producer shall be invoiced on this basis, according to the agreed seeding density.

**If the recommended sowing rate is different from the agreed sowing rate, this must be specified in writing. If it is higher than agreed in the agreement, it shall be at the expense of the buyer.**

- 3.4 **Responsibility for compliance with the recommended density remains with the producers. This density must not be less than 70 % of the recommended population.**

### 4. CALCULATION OF AVERAGE YIELD AND ALLOTTED VALUES

- 4.1 The producer's last five-year (5) average yield shall be determined on the basis of planted acreage.

However, in the case of areas abandoned due to excessive heat (Article 6.2), excessive water preventing harvesting (Article 6.3), overabundance or through the fault of the buyer (Article 6.1), the yield of the unharvested areas shall be determined either on the basis of the harvested areas or on an assessment of the yield of unharvested areas.

Also, in the case of by-passed fields or parts of fields and the reseeded of the same product on the same land, the yield shall be calculated solely on the basis of the harvested acreage.

4.2 The yield per category of green peas shall be calculated in “\$ per acre”, including lump sums, and shall be indexed at current value.


Where a producer has produced various categories over the years, such producer’s average yield, for a given category, shall be determined as follows:

⇒ the yields of peas categories which have been produced will be multiplied by the conversion factors set out in Table 1 to obtain the equivalent yield for another category of peas.

The conversion factors specified in Table 1 are calculated as follows:

$$\text{Conversion factor} = \frac{\text{Revenue threshold for category of peas to be produced}}{\text{Revenue threshold for category of peas already produced}}$$

**TABLE 1**

CATEGORY OF PEAS TO BE PRODUCED		Regular	Small
		<b>\$858</b>	<b>\$855</b>
CATEGORY OF PEAS ALREADY PRODUCED	Revenue threshold	Conversion factor	
Regular	<b>\$858</b>	1.000	0.997
Small	<b>\$855</b>	1.003	1.000

4.3 New producer

Should a producer be in his first year with a buyer, such producer’s average yield will be the higher of the following two yields:

- ⇒ either the average yield per acre over the last five (5) years of all the producers who supplied this buyer (called “Plant Yield,” see Article 4.10)
- ⇒ or the revenue threshold set out in Article 4.9 of this Annex for the category concerned

4.4 Producer who didn’t produce in all of the last five (5) years

One of the following procedures shall be used:

4.4.1 ~~For the producer who has produced in either one (1) or two (2) crop years in the last five (5) years~~

His annual yield per acre, weighted if two (2) years, shall be added to the average annual yield per acre of all producers who have contracted with such processor for each year missing.

4.4.2 ~~For the producer who has produced in either three (3) or four (4) crop years in the last five (5) years~~

His annual yield per acre, weighted by the number of years in which he has produced a crop of green peas, shall be added to either one or more indexed yields, for each year missing, where applicable.

Indexed yields shall be determined by multiplying the average annual yield per acre of all the producers who have furnished such processor by the yield performance (%) of such producer.

The producer's performance (%) is calculated according to the method provided for in Article 4.2 of this Annex.

#### 4.4.3 If there is no purchase by the processor

If the processor has not purchased the said product in all of the last five (5) years, the yield of the producer shall be allotted on the basis of the number of years of production contracted with such processor.

4.5 The average yield per acre for each category the producer may be allotted shall be written in his contract or sent in writing to the producer before April 20.

#### 4.6 Individual value

The individual value allotted to each producer per category of green peas is determined by multiplying his average yield per acre mentioned in his contract by the planted acreage contracted for each category.

#### 4.7 Total value

The total value anticipated by a buyer for each category of green peas may be over and above but never less than the total sum of individual values allotted, pursuant to Article 4.6 of this Annex, for all planted acreage contracted for each category.

#### 4.8 Average potential plant yield

The average potential yield of the plant for the current year shall be equal to the total sum of individual values allotted pursuant to Article 4.6, divided (÷) by the total plant acreage seeded for such category.

#### 4.9 Revenue threshold

For the purposes of implementing Articles of section 7 of this Annex, the average annual yield per acre of all producers shall never be less than:

- **\$858/ac** for conventional peas
- **\$1,268/ac** for organic peas

This amount includes the lump sums paid on the basis of the planting dates.

4.10 Each buyer shall forward to the Federation, prior to harvesting, a report per category of green peas stating the total area planted on each producer's land and the total sum of individual values allotted. The buyer shall also indicate his last five-year average yield. This data is his "Plant Yield".

## 5. HARVESTING

5.1 Upon the producer's request, the buyer shall keep him informed of his field's maturation. The buyer notifies the producer in advance of the date on which he intends to start harvesting.

**5.1.1 In the event of disagreement related to the causes of abandonment or any harvesting problem, the producer may ask the buyer and the Federation for an expert evaluation in order to document the problem. The buyer and the Federation may decide, by mutual agreement, to request an external expertise. In this case, the costs of this expertise shall be paid in equal parts by the buyer and the Federation.**

5.2 Upon leaving the farm, the buyer shall be responsible for transportation unless the producer himself provides for delivery.

5.3 Upon leaving the field, the operator hauling the crop shall provide a copy of the weight ticket to the identified person in charge of the harvesting team. **The producer will be able to collect all his tickets from the head of the harvesting team.**

**The pea weights for each truck are available on "AgPod" within 24 hours (48 hours on weekends) after the truck leaves the plant.**

**The pea tenderometries for each truck can be consulted on "AgPod" within a maximum of 36 hours (72 hours for weekends and/or multi-plant delivery) after the truck leaves the plant.**

5.4 The buyer shall on request inform the producer of grading results and tenderness of all green peas delivered to the buyer's factory or receiving station.

However, in the event that the percentage of tare is higher than 12%, the buyer shall inform the producer of the foregoing within 24 hours.

5.5 **Each Wednesday morning, the buyer must email the producer, or his representative, a receipt for all plot receipts completed on the preceding Sunday (last truck emptied before midnight).**

**This ticket indicating :**

- ⇒ the name of the producer
- ⇒ the date
- ⇒ the hour of arrival
- ⇒ the number appearing on the weight ticket
- ⇒ the total gross weight
- ⇒ the weight of the truck
- ⇒ the weight of the load delivered
- ⇒ the percentage (%) of tare
- ⇒ the net weight

**If the producer does not have an email address, the receipt will be mailed by the buyer on Wednesday morning.**

5.6 To simplify transactions between the producer and the buyer, the minimum selling prices, per ton, to be paid to producers, set out in Article 1.1, are net of harvesting and transportation-related expenses. These costs correspond to the service charges, per ton, listed in the Appendix included in this Annex.



The buyer must indicate the total harvesting and transportation expenses on the producer's statement of account.

## 6. BY-PASSED ACREAGE

**When a buyer definitively passes a field, he must immediately notify the producer verbally and in writing, with a copy to the Federation; he must indicate the area left as well as the reason.**

### 6.1 Fault of the buyer

In the event that the buyer is unable through his own fault or should he refuse for no valid reason to take delivery of a crop of green peas, in whole or in part, such buyer shall pay the producer according to the potential of his crop for all regulated products left unharvested the higher of the following, up to the potential yield of the crop:

- ⇒ 115% of the producer's last five-year average yield per acre contracted by his processor pursuant to Articles 4.1 to 4.4 of this Annex
- ⇒ 115% of the average potential yield per acre of all the producers who signed a contract with such processor pursuant to Article 4.8 of this Annex

### 6.2 Excessive heat

When a field or part of a field is unharvested due to excessive heat, the buyer agrees to compensate the producer **individually** for the affected acreage according to the field's potential yield, less 80% of the producer's average yield as specified in his individual contract.

The parties shall leave it to *La Financière agricole du Québec* to determine excessive heat. In the event that the producer has not insured his crop, it shall be up to the buyer to determine whether excessive heat is involved.

**The final amount paid to the producer will be determined by the Federation after globalization of all payment mechanisms (cancellation of negative accounts, equalization). It will be adjusted in proportion to the global envelope of amounts paid by the buyer for fields that have been passed for excess heat and excess water preventing the harvest of this vegetable.**

**When a field is abandoned due to excess heat, the buyer must establish, at his own expense and within 48 hours, the potential of the field to a quality that meets the buyer's specifications (small pea T°115 and regular pea T°120).**

**The first method used to evaluate the potential of the field is mechanical evaluation. If it is not possible to use this method, the pre-harvest sample results obtained by the buyer will be used.**

**In the case of disagreement between the grower and the buyer on the results obtained or unavailability of data, the grower's field potential will be determined based on the average of the variety used in one week of harvest, weighted by each grower taking into account their performance by region.**

### 6.3 Excess water preventing harvesting

Where a field or part of a field is abandoned due to excess water preventing harvesting, the buyer agrees to compensate the producer **individually** for the affected acreage according to

the field's potential yield, less 80% of the producer's average yield as specified in his individual contract.

The parties shall leave it to *La Financière agricole du Québec* to determine excess water preventing harvesting. In the event that the producer has not insured his crop, it shall be up to the buyer to determine whether or not excess water is involved.

**The final amount paid to the producer will be determined by the Federation after globalization of all payment mechanisms (cancellation of negative accounts, equalization). It will be adjusted in proportion to the global envelope of amounts paid by the buyer for fields that have been passed for excess heat and excess water preventing the harvest of this vegetable.**

**When a field is abandoned due to excess water preventing harvesting, the buyer must establish, at his own expense and within 48 hours, the field's potential for a quality that meets the buyer's specifications (small pea T°115 and regular pea T°120).**

**The results of the pre-harvest samples obtained by the buyer will be used to determine the potential of the field.**

**In the case of disagreement between the grower and the buyer on the results obtained or unavailability of data, the grower's field potential will be determined based on the average of the variety used in one week of harvest, weighted by each grower taking into account their performance by region.**

6.4 All compensation due and owing shall be paid according to the current prices.

## 7. OVERABUNDANCE

### 7.1 Temporary overabundance

- 7.1.1 Temporary overabundance shall mean a temporary period of high yield during which the buyer is unable due to operational constraints to harvest all the crops.
- 7.1.2 For the purposes of applying the temporary overabundance formula, all peas categories, as well as all the factories of a buyer shall be taken into account.
- 7.1.3 Should there be a temporary overabundance of peas, the buyer may leave some acres unharvested.
- 7.1.4 The areas unharvested due to temporary overabundance must be measured with precision and preferably by a third party.
- 7.1.5 The producer concerned and the buyer shall rapidly notify the Federation in the event of any recourse to this provision.
- 7.1.6 The areas unharvested due to temporary overabundance shall be eligible for an adjustment payment. The adjustment payment shall be calculated according to the formula specified in section 8.
- 7.1.7 Any producer with areas left unharvested due to temporary overabundance will be assured of receiving a revenue based on the higher of the following, up to the potential yield of the field:

⇒ 115% of the producer's last five-year average yield per acre contracted by his processor as set out in Articles 4.1 to 4.4. In the case of a producer in his first year with a processor, such producer will be assigned 115% of the yield calculated pursuant to Article 4.3.

⇒ 100% of the revenue threshold stipulated for the peas category concerned and specified in Article 4.9 of this Annex.

7.1.8 The buyer shall pay 10% of the value calculated in Article 8.4.4 into the adjustment fund.

7.1.9 The quantity left unharvested shall be determined jointly by the producer and the buyer and if possible mechanically. Should there be any disagreement, all matters in dispute shall be settled according to the grievance procedure defined in Article 5.2 of the General Provisions of the Agreement.

7.1.10 All compensation due and owing shall be paid according to the current prices.

7.1.11 Under no circumstances shall the producer sell or the buyer purchase at a price below the minimum prices specified in Article 1.1 a crop of green peas, that for any reason, has been abandoned in the field. The producer shall dispose of a crop of green peas that has been abandoned only by converting it to silage or green manure.

7.1.12 Should the producer derive a revenue from such crop other than by putting it to the afore-mentioned use, he shall forfeit his entitlement to compensation under the adjustment formula.

7.1.13 Where, for all producers of a buyer, the yield of all the production of each category of green peas exceeds 100% of the total value anticipated by such buyer, pursuant to Article 4.7 of this Annex, the parties shall agree that there is a production surplus.

7.1.14 Where, for all producers of a buyer, the yield of all the production of each category of green peas exceeds 115% of the total value anticipated by such buyer, pursuant to Article 4.7 of this Annex, the parties shall agree that there is overabundance.

## 7.2 Overabundance

7.2.1 In the event of overabundance, the buyer's responsibility to take delivery of a category of green peas from all of his producers shall not exceed 115% of the total value anticipated by such buyer pursuant to Article 4.7. The limit of 115% is determined on the basis of and shall apply to the total crop of all producers and not to each producer's individual crop, which may be harvested or by-passed irrespective of this limit.

7.2.2. As soon as a buyer recognizes that a situation of overabundance is developing, he shall promptly notify in writing the Federation.

7.2.3 Should the yield of one or more categories of green peas develop into a situation of overabundance, the buyer may but shall not be obliged to harvest the remaining areas for which the surplus green peas had not been sold. Should the buyer harvest such crop, he may elect to pay each producer in accordance with the payment provisions prescribed in Article 8.5 of this Annex, and should he not harvest such crop the payment provisions pursuant to Article 8.4 of this Annex shall apply.

7.2.4 As soon as a buyer knows he will not harvest acreage due to overabundance, he must notify the producer concerned, the Federation accordingly.

- 7.2.5 The potential crop yield of all acreage left unharvested due to overabundance shall be assessed immediately and where possible mechanically by both the buyer and the producer, and by a representative of the Federation. Should there be any disagreement, the matters in dispute shall be settled immediately in the field by an arbitrator designated beforehand by both parties.
- 7.2.6 For the purposes of applying the overabundance formula, all the factories of a buyer, as well as all peas categories shall be taken into account.

## 8. ADJUSTMENT FUND AND MECHANISM

- 8.1 An Adjustment Fund shall be established to make compensation payments to the producer, as stipulated in this Agreement pursuant to the overabundance clause.
- 8.2 The Adjustment Fund shall be managed globally taking into account all the factories of a buyer and all bean categories.
- 8.3 The Adjustment Fund shall be financed :
- 8.3.1 By the producers, **including growers compensated for abandoned fields**, according to an equalization scheme that will apply to the value exceeding 115% of the average producer's yield recorded in his individual contract. This value is named overabundance.
- 8.3.2 By a contribution from the buyer who will pay 10% of the value of the areas left as calculated in Article 8.4.4.
- 8.4 Where required, the buyer shall determine the producer's payments by applying the following adjustment formula:
- 8.4.1 Determine for each producer the individual value of all acreage left unharvested due to overabundance. The yield calculated according to the method specified in Articles 7.1.9 and 7.2.4 of this Annex shall be used for determining such value:

The buyer must specify to the Federation whether or not the acreage is irrigated.

$$\text{Individual value of areas abandoned for overabundance (A)} = \text{Areas abandoned X Yield X Price}$$

- 8.4.2 Determine for each producer the individual value of the crop (B) produced on all planted acreage, whether it was harvested or by-passed due to overabundance or excessive heat. Acreage left unharvested for other causes and compensation paid for the reasons stipulated in Division 6 "By-passed Acreage" and the supplement for irrigation are not included in calculations of individual values.

The Individual value shall be equal to:

- ⇒ The value of the crop delivered, if no acreage was abandoned
- ⇒ The value of the crop delivered plus the value determined under paragraph 8.4.1 above if some acreage was abandoned because of overabundance
- ⇒ The value determined under paragraph 8.4.1 above if all the acreage was abandoned because of overabundance

- 8.4.3 Determine the total value of all acreage abandoned due to overabundance by adding all individual values for all abandoned acreage, per producer, as determined under paragraph 8.4.1:

$$\frac{\text{Total value of areas abandoned for overabundance (C)}}{\text{Sum of (Individual overabundance value) (A)}}$$

- 8.4.4 Determine for each producer the dollar value of the crop in overabundance (D), exceeding the highest of the following two amounts:

- ⇒ 115% of the producer's average yield specified in his individual contract
- ⇒ 100% of the revenue threshold for the category in question (see Article 4.9)

- 8.4.5 Calculate the buyer's contribution to the adjustment fund:

$$\text{Buyer's share (E)} = 10\% \times \text{Total value of abandoned areas for overabundance (C)}$$

- 8.4.6 Establish the total value in overabundance (F):

$$\text{Total monetary value in overabundance (F)} = \text{Monetary value of production in overabundance (D)} - \text{Buyer's share (E)}$$

- 8.4.7 Determine the percentage of adjustment :

$$\text{Adjustment percentage (G)} = \frac{\text{Total value of areas abandoned for overabundance (C)}}{\text{Total dollar value in overabundance (F)}}$$

- 8.4.8 Determine the individual adjustment amount (H) by multiplying the adjustment percentage by the dollar value of each producer's over-abundant crop;

$$\text{Individual adjustment amount (H)} = \text{Equalization Percentage (G)} \times \text{value monetary production in overabundance (D)}$$

- 8.4.9 Should the producer's crop yield not exceed the highest of the following two amounts:

- ⇒ 115% of the producer's average yield specified in his individual contract
- ⇒ 100% of the revenue threshold for the category in question (see Article 4.9)

the buyer shall pay the value of such crop, in accordance with the prices and provisions of Articles 1 and 2 of this Annex:

$$\text{Payment to producer (I)} = \text{Individual value of the crop (B)} - \text{Deductions specified in the Agreement}$$

- 8.4.10 Should the producer's crop yield exceed the highest of the following two amounts:

- ⇒ 115% of the producer's average yield specified in his individual contract
- ⇒ 100% of the revenue threshold for the category in question (see Article 4.9)

the buyer shall pay to the producer the value of such crop, less the individual adjustment amount and all other deductions specified in Article 2 of this Annex.

$$\text{Payment to producer in case of overabundance (J)} = \text{Individual value of the crop (B)} - \text{Individual equalization amount (H)} - \text{Deductions provided for in the agreement}$$

The contributions owed to the Federation shall be adjusted based on the amount paid to the producer.

8.4.11 If the total amount collected under the adjustment formula (H) is insufficient to compensate the producers concerned up to 115% of the dollar value of the crop (D), a percentage under 115% shall be applied uniformly.

8.5 Should the buyer elect to take delivery of the total crop yield of all his producers, rather than leave areas in the field unharvested due to overabundance, such buyer may pay his producers in accordance with the following payment provision: the buyer shall pay each producer per area planted, on the dates specified in this Agreement, up to the highest of the following three amounts:

- ⇒ 100% of the producer's average yield specified in his individual contract
- ⇒ 100% of the factory's average potential yield (see Article 4.8)
- ⇒ 100% of the revenue threshold for the category specified (see Article 4.9)

The balance owed for all deliveries of the producers concerned, exceeding the highest of the above amounts shall be paid on March 31 in the following year plus all accrued interest since November 1. The interest shall be calculated using an annual rate 1% higher than the prime rate of the National Bank of Canada in effect at the close of business on the last Friday of September.

8.6 When applying the adjustment mechanism, the buyer shall forward to the Federation, for validation purposes, before making payment to producers, a report stating all computations made in accordance with the provisions specified the Articles in section 8 of this Annex.

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## APPENDIX

### SEED PRICES AND SERVICE CHARGES

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Seed prices for the **2020** crop of green peas are as follows:

CATEGORIES	Recommended seeding density	Seed prices F.O.B the farm
		\$/1,000 seeds
REGULAR peas	580,000 seeds/acre	<b>0.50</b>
SMALL peas	750,000 seeds/acre	<b>0.40</b>

The services charges for the **2020** crop of green peas are as follows:

	HARVESTING and TRANSPORTATION COSTS* (per ton)
	\$/short ton
ALL CATEGORIES	<b>173.70</b>

\*Plus taxes

#### Phytosanitary treatment

When insecticide and fungicide treatments are deemed necessary, the buyer shall cover 100% of the costs (materials and spraying). The buyer shall notify the producer upon applying a phytosanitary treatment on such producer's crop.

#### **Fertilizing substances**

**The buyer will make available on "AgPod" his charter of standards concerning the use of fertilizing substances.**

#### Side-dumping trailers

The buyers agree to use side-dumping trailers to carry out harvesting operations, unless a different agreement is concluded between the producer and the buyer.

# LETTER OF UNDERSTANDING « A » FOR 2020

## GREEN PEAS : ORGANIC PRODUCTION

This Letter of Understanding specifies certain clauses pertaining to the growing of organic peas.

- The contract between the producer and the buyer, as defined in clause 3.1 of the General Provisions must specify that the contracted production is under organic management.
- The producer undertakes to give the buyer a copy of his organic certification. If this certificate is not received, the produce will be considered as conventional peas and the clauses related to organic production will not be applicable.
- As a planting premium, the buyer shall pay the producer of organic green peas production **\$210.50/acre** for each seeded area.
- In the case of regular organic peas planted in the Lanaudière and Mauricie regions, the starting date of the lump sums stipulated in Article 1.2.2 of this Annex will be the 5<sup>th</sup> of June.
- The price paid by the buyer for each category of organic peas certified **are the following:**

Price \$ per short gross ton F.O.B. producer's field		
	ORGANIC REGULAR	
	Base price	Irrigated price
Tenderness	\$/st	\$/st
	2020	2020
T80 and less	<b>1 385.59</b>	<b>1 524.15</b>
T81	<b>1 321.60</b>	<b>1 453.76</b>
T82	<b>1 264.31</b>	<b>1 390.74</b>
T83	<b>1 212.82</b>	<b>1 334.10</b>
T84	<b>1 166.55</b>	<b>1 283.20</b>
T85	<b>1 124.99</b>	<b>1 237.49</b>
T86	<b>1 087.62</b>	<b>1 196.39</b>
T87	<b>1 054.02</b>	<b>1 159.42</b>
T88	<b>1 023.76</b>	<b>1 126.14</b>
T89	<b>996.43</b>	<b>1 096.08</b>
T90	<b>971.71</b>	<b>1 068.88</b>
T91	<b>949.25</b>	<b>1 044.18</b>
T92	<b>928.76</b>	<b>1 021.63</b>
T93	<b>909.95</b>	<b>1 000.95</b>
T94	<b>892.63</b>	<b>981.90</b>
T95	<b>876.54</b>	<b>964.19</b>
T96	<b>861.49</b>	<b>947.64</b>
T97	<b>847.33</b>	<b>932.06</b>
T98	<b>833.89</b>	<b>917.28</b>



Price \$ per short gross ton F.O.B. producer's field		
	ORGANIC REGULAR	
	Base price	Irrigated price
Tenderness	\$/st	\$/st
	2020	2020
T99	<b>821.08</b>	<b>903.18</b>
T100	<b>808.74</b>	<b>889.61</b>
T101	<b>796.82</b>	<b>876.50</b>
T102	<b>785.23</b>	<b>863.75</b>
T103	<b>773.91</b>	<b>851.30</b>
T104	<b>762.83</b>	<b>839.12</b>
T105	<b>751.95</b>	<b>827.14</b>
T106	<b>741.27</b>	<b>815.40</b>
T107	<b>730.75</b>	<b>803.82</b>
T108	<b>720.41</b>	<b>792.46</b>
T109	<b>710.25</b>	<b>781.28</b>
T110	<b>700.32</b>	<b>770.35</b>
T111	<b>690.60</b>	<b>759.66</b>
T112	<b>681.15</b>	<b>749.26</b>
T113	<b>671.99</b>	<b>739.19</b>
T114	<b>663.14</b>	<b>729.45</b>
T115	<b>654.63</b>	<b>720.10</b>
T116	<b>646.53</b>	<b>711.18</b>
T117	<b>638.83</b>	<b>702.72</b>
T118	<b>631.60</b>	<b>694.76</b>
T119	<b>624.82</b>	<b>687.31</b>
T120	<b>618.55</b>	<b>680.40</b>
T121	<b>612.78</b>	<b>674.06</b>
T122	<b>607.52</b>	<b>668.27</b>
T123	<b>602.76</b>	<b>663.04</b>
T124	<b>598.50</b>	<b>658.35</b>
T125	<b>594.69</b>	<b>654.16</b>
T126	<b>591.32</b>	<b>650.45</b>
T127	<b>588.34</b>	<b>647.17</b>
T128	<b>585.65</b>	<b>644.21</b>
T129	<b>583.18</b>	<b>641.50</b>
T130	<b>580.85</b>	<b>638.94</b>
T131	<b>578.52</b>	<b>636.37</b>
T132	<b>576.07</b>	<b>633.68</b>
T133 and more	<b>571.35</b>	<b>628.48</b>

- **The organic pea yield for 2020 is 2.05 st/acre.**
- **The seed price for organic green peas for the year 2020 is as follows :**

CATEGORY	Recommended seeding density	Seed prices FOB the farm
		\$ / 1,000 grains
Organic regular	638,000 seeds/acre	<b>0.55</b>

**IN WITNESS WHEREOF WE HAVE SIGNED ON THIS 12<sup>th</sup> DAY OF THE MONTH OF MAY 2020.**

Association des manufacturiers de produits  
alimentaires du Québec (AMPAQ-CTAQ)  
(The Association)

Fédération québécoise des producteurs de fruits  
et légumes de transformation (FQPFLT)  
(The Federation)

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