



# Charlottetown Farmers' Market Cooperative Operations Policies and Procedures

Approved by Board of Directors May 13, 2019

(ALL PREVIOUS VERSIONS ARE INACCURATE)

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## AUTHORITY

As defined in the Market's Bylaws, the Charlottetown Farmers' Market Cooperative Association Ltd. is administered by the Board of Directors.

Under the Bylaws the role of the Market Manager and the creation of policies are defined:

**6.7 Market Manager** -- *Subject to the Board of Directors, the Market may be under the direct charge, care and management of a hired Manager. The Manager shall conduct the day to day business of the Market and account for all transactions, ensuring proper records are kept.*

**6.8 Creation of Policies and Procedures** – *In accordance with the Regulations:*

*6.8.1 In consultation with the Members, the Board of Directors may originate, amend, approve and put into effect additional policies and procedures as are required from time to time to ensure the efficient and smooth operation of the Board and the Market.*

*6.8.2 All Members shall have an input into policy making through meetings, as required.*

*6.8.3 Such additional policies and procedures must be brought to the attention of Vendors by posting of notice.*

The Market Manager, or designated agent, is the first point of contact for all Market operations questions and concerns.

## ORGANIZATION PURPOSE

The purpose of the Charlottetown Farmers' Market Cooperative (CFM) is defined in Bylaw - 2.3 Objects:

1. Enable direct sales of PEI produce, complementary products, and Island-made crafts from producers to consumers under the common title, Charlottetown Farmers' Market Cooperative Association Limited.
2. Maximize return to all Island producers of first quality food products, with fair and equal consideration to all producers and preference to none on any basis other than those established in these bylaws.
3. Provide the consuming public with a safe, healthy, wholesome market in which to purchase first quality Island products at reasonable prices.
4. Maintain the Market as a direct social interface between the rural and urban communities, supporting nonpartisan, nondenominational, community initiatives.

## COOPERATIVES PRINCIPLES

The Charlottetown Farmers' Market Cooperative is a not-for-profit, membership-based cooperative and all members, vendors, and staff involved agree to the follow 7 guiding Cooperative Principles:

### **1. Voluntary and Open Membership**

Cooperatives are voluntary organizations, open to all persons able to use their services and willing to accept the responsibilities of membership, without gender, social, racial, political or religious discrimination.

### **2. Democratic Member Control**

Cooperatives are democratic organizations controlled by their members, who actively participate in setting their policies and making decisions. Men and women serving as elected representatives are accountable to the membership. In primary cooperatives members have equal voting rights (one member, one vote) and cooperatives at other levels are also organized in a democratic manner.

### **3. Member Economic Participation**

Members contribute equitably to, and democratically control, the capital of their cooperative. At least part of that capital is usually the common property of the cooperative. Members allocate surpluses for any, or all, of the following purposes: developing their cooperative, possibly by setting up reserves, part of which at least would be indivisible; benefiting members in proportion to their transactions with the cooperative; and supporting other activities approved by the membership.

### **4. Autonomy and Independence**

Cooperatives are autonomous, self-help organizations controlled by their members. If they enter into agreements with other organizations, including governments, or raise capital from external sources, they do so on terms that ensure democratic control by their members and maintain their cooperative autonomy. Members have the right to autonomy and independence as long as Bylaws and policies are followed.

### **5. Education, Training, and Information**

Co-operatives provide education, training and information to all about the nature and benefits of co-operation.

### **6. Cooperation among Cooperatives**

Cooperatives serve their members most effectively and strengthen the cooperative movement by working together through local, national, regional and international structures.

### **7. Concern for Community**

Cooperatives work for the sustainable development of their communities through policies approved by their members.

## MARKET LOCATION AND HOURS OF OPERATION

### **Location:**

The Charlottetown Farmers' Market is located at:  
100 Belvedere Drive, P.O. Box 2738, Charlottetown, PE, C1A 8C4

### **Dates & Hours of Operations:**

**Saturdays**, year-round – Open to the public: 9am to 2pm

**Wednesdays**, from the second last Wednesday in June until the last Wednesday before Thanksgiving – Open to the public: 9am to 2pm

**Extra Market Days**, such as Christmas Craft Sundays, shall be approved by the Membership at the Annual General Meeting or such other special meeting called for that purpose.

## VENDOR TYPES AND APPLICATION PROCESS

### VENDOR TYPES

There are three types of vendors at CFM:

- a) Casual vendors attend the Market on a week-to-week basis (based on space availability)
- b) Seasonal vendors commit to regularly attend the Market for 8 to 21 weeks
- c) Full-Time vendors commit to regularly attend the Market for a minimum of 22 Saturday Market days in a fiscal year and are eligible to be Members of the CFM cooperative.  
(See **Bylaw 3.2 Admission to Membership** criteria)

### RETURNING CASUAL AND SEASONAL VENDORS

Returning Casual and Seasonal vendors must formally indicate their intent to return by February 1st.

### NEW APPLICANTS

1. Acceptance of new applications is space dependent.
2. New applicants must apply between February 1<sup>st</sup> and no later than March 1st. Late applications may be considered based on Market needs.
3. Only completed applications may be received by the Market Manager.
4. Completed applications are forwarded to the Board for consideration.
5. The Market Manager shall provide a written response to applicants within 6 weeks of receipt of application.
6. Applications accepted by the Board will be retained on file until the end of January each year.

## CRAFT APPLICATIONS ADJUDICATION

The Craft Committee adjudicates new craft products and provides a written recommendation to the Board. The Craft Committee consists of a minimum of three (3) current craft Member vendors who evaluate new craft products under these guidelines:

1. All items must be produced in PEI;
2. Quality and workmanship;
3. Originality of design and/or execution of traditional design; and
4. Favourable consideration shall be given to products that enhance the agricultural and rural character of the Market through the use of natural materials.

## NOTICE OF PERMANENT WITHDRAWAL FROM MARKET FOR SEASONAL AND FULL-TIME VENDORS

Seasonal and Full-time vendors wishing to leave the Market permanently are asked to submit a written notice to the Market Manager 30 days before their anticipated last market day. This enables management to process any outstanding files in a timely manner and to notify the Board.

## SPACE ALLOCATION AND FEES

To support the diversity of the Market and maximize the use of Market space:

1. The Market Manager shall assign booth space prior to and/or on the first day the vendor attends the Market. The Market Manager has the discretion to fill any temporarily vacant booth space.
2. The Market Manager may temporarily, or permanently, move a vendor for reasons of safety, health and wellness, product compatibility, inclement weather, and/or reasons related to traffic flow considerations.
3. ***No vendor may rent or sublease a booth in their absence.*** A vendor may share no more than 50% of their booth with another vendor who has been previously approved by the Board. A written request to share booth space must be approved by the Market Manager before the space may be shared.
4. Full-time vendors are required to be present each Saturday. They may be absent for up to four Saturday Market days (with prior notification to the Market Manager) without penalty. Longer absences must be approved by the Board or rent may be charged. Longer absences, without prior approval from the Board, may also cause the vendor to forfeit their space allocation.
5. Vendors who are Members are given priority with space allocation dependent on Board approval.
6. Outside Seasonal vendors shall have the same spot guaranteed for the season and have priority over Casual vendors.
7. Vendors must apply to the Board for additional booth space on a yearly basis using the appropriate form, as provided by the Manager.
8. Extra outdoor space may be rented to an indoor vendor upon written request and approval by the Board.

## COMMUNITY BOOTH

A community booth is available to charity and not-for-profit organizations that are non-partisan and non-denominational. No fees will be charged for fundraising, promotional and/or educational purposes.

## ENTERTAINMENT

The Market tries to help local and traveling entertainers by providing a space to busk. The Market Manager shall assign busker space and shall ensure that the activities do not interfere with Market vendors.

## BOOTH RENTAL FEES

- Fees are based on the linear footage of the indoor or outdoor booth.
- Additional fees are charged for electricity use (where applicable). The fee is charged based on a formula, provided by Maritime Electric, determined by the wattage of the appliance(s).

SATURDAYS	WEDNESDAYS
Jan – March: \$3.25/linear foot + HST	
April – June: \$4.25/linear foot + HST	No fees
July – September: \$5.25/linear foot + HST	\$3.25/linear foot + HST
October – December: \$4.25/linear foot + HST	No fees

\* In the event of a power outage during Market hours, the Market is not obligated to subsidize vendors' rent.

## VENDOR RESPONSIBILITIES AND BENEFITS

All vendors shall:

- a) ensure they are aware of (and prepared to uphold) the CFM Bylaws, operations policies and procedures in addition to all relevant federal, provincial, and municipal laws that apply to the conduct of their business;
- b) offer feedback for positive change through the Market Manager, President and/or Board;
- c) be encouraged to participate in some aspect of the Market's operations (such as volunteering for special events or tasks, participating on committees) according to member skills, interests, and availability of time;
- d) be encouraged to attend meetings regularly - new season, annual, special;
- e) be encouraged to become part of and contribute to the Farmers' Market community by supporting one another as a whole.



## INSURANCE

The Charlottetown Farmers' Market Cooperative carries Commercial General Liability for the Market building and Directors and Officers Liability. This insurance **DOES NOT** extend to individual vendors. The CFM bears no responsibility for any vendor property at the Market.

Vendors are responsible for the health and safety related to the sale of their products and the operation of their booth. Vendors are responsible for having their own liability insurance.

## VENDOR CONDUCT

The Market is a place of business and public forum. Polite professional behaviors, as well as fair and honest business practices, are expected.

1. Vendors shall be respectful to customers, other vendors and management.
2. Vendors are welcome to address shoppers as they pass by the front of their booth (such as saying hello, inviting to try samples). Sales must be conducted in an orderly and business-like manner.
3. Voicing complaints and concerns about such things as: other vendors, their products, poor sales, pricing issues or the operation of the Market are not appropriate for discussion during market hours. [see: Issues, Concerns, And Conflict Resolution]
4. Vendors shall not pressure other vendors to change the prices of their products.
5. No alcoholic beverages may be consumed at the Market (except during events approved by CFM and where a liquor permit has been provided by the PEI Liquor Control Commission).
6. Smoking or Vaping -- In PEI, provincial legislation prohibits smoking (including tobacco and/or Electronic Smoking Devices) in a public place or work place. The designated smoking area for the CFM is located at the north-west corner of the building (back side of the building closest to Belvedere Ave).
7. Cannabis Use -- In PEI, provincial legislation only permits the use of cannabis in a private dwelling or on vacant land, if consent has been obtained from the occupant. For clarity, the use of cannabis is not permitted on the property used by the Market.

## BOOTH DISPLAYS AND STORAGE

**Displays** - Vendors are responsible for providing all display materials (table, chair, signage) and setting up and tearing down displays. Booths should have an attractive and professional appearance, enhanced by good presentation and cleanliness. Vendors are required to display a sign (visible from at least 20 feet away) bearing their business name and location. Signage shall not block the signage of other booths. New sign designs shall be submitted to the Board for approval.

**Storage** - Storage containers and equipment shall not extend into the aisle. Arrangements to store containers or equipment may be made with Market Manager, if space allows.

## STAFFING OF BOOTHS

Booth staff shall have a working knowledge of the products sold and production processes.

All vendors are responsible for customer satisfaction related to the products they sell.

## PUNCTUALITY

Vendor vehicles shall be unloaded and cleared from the Market parking lot prior to 8:30 am.

All vendors shall be set up and ready to sell in time for opening at 9:00.

No trolleys are permitted in the Market from 15 minutes prior to opening until Market closing.

Vendors must keep their booth open for the entire market day unless sold out or given permission to do otherwise by Market Manager. Tearing down prior to official closure of the Market can be very disruptive to Market activities, safety of patrons and negatively affect the sales of neighboring vendors.

## GARBAGE AND RECYCLING

Maintaining a clean Market is critical to health and wellness, and for pest prevention. Booths must be kept clean during and after Market hours. All vendors shall sweep up any debris, remove any trash and place it in designated bins. Outdoor bins shall be used for larger quantities.

Recyclable items shall be placed in blue bags and stored next to outdoor bins. Cardboard boxes shall be broken down for recycling and placed next to the outdoor garbage and compost bins in the wooden bin provided. No doors shall be obstructed, including by cardboard.

## ABSENTEEISM

Vendors shall notify management 24 hours before market day if they are not planning to attend the Market. Failure to give notice may result in having to pay regular rental fee. Extraordinary circumstances may be considered, and fees waived at the discretion of the Market Manager.

You can call or text the Market Manager at 902-213-7763 or email at:  
[charlottetownfarmersmarket@gmail.com](mailto:charlottetownfarmersmarket@gmail.com)

## AFTER HOURS ACCESS TO MARKET

Any member wanting a key(s) to the market building must pay a \$100.00 deposit per key. Deposits may be made in \$20.00 installments. The Deposit shall be returned when vendor returns the key and/or ceases to be a member of the Co-operative.

## PARKING

Vendors and their staff are required to park at the University lot on Saturdays year-round and on Wednesdays from June to August. A spot at the far side of the lower lot shall be designated for parking on Wednesdays in September and October. Special arrangements can be made pending approval of an application in writing to the Board (see Market Manager for form). Repeat violations shall be charged \$50 on top of the rent to be paid that day.

## PRODUCTS: FOOD SAFETY, SIGNAGE AND PRICING

**Products** – The CFM believes in supporting Island producers and Island-made products. All products sold or resold at the Market shall be locally grown or produced, with a few, Board-approved exceptions.

**Product Categories** – Although Vendors may sell a mix of products, their **primary** Product Category is assigned by the Board to aid in the application of policies limited by the particular products involved.

- Agriculture – includes primary agricultural products such as produce and meat
- Prepared Foods and Concessions – includes prepared foods including canned foods, preserves, baked goods, and unpackaged prepared foods primarily consumed on the premises
- Crafts – includes handmade arts and crafts as reviewed by Craft Applications Adjudication
- Other – The board may find that other items improve the market experience for customers and build market traffic, even though they are not local or produced by the vendor. Products may be considered for the Other category, on a case-by-case basis, and include products such as imported cheeses; coffee/tea; flowers; seafood; and spices.

### For Agriculture Products

1. A minimum of 70% of **displayed merchandise** sold through a Full-time or Seasonal Vendor's booth shall be grown or made on PEI **AND** of the member's own production. Casual Vendors must produce 100% of what is being sold at their booth.
2. The remaining 30% shall also be of PEI origin and production. If not available or not in season in PEI, vendors may apply to the Board through a written application to allow them to import products from other Maritime Provinces. In exceptional circumstances, imported products from outside the Maritimes may be approved by the Board on an individual and temporary basis. In all cases, the Board will ensure that the product fills a gap in the offerings being made at the market and are in keeping with *the Organization Purpose* of the Market.
3. Only producers that are third-party certified organic will be allowed to use the word 'organic' in the promotion of their products through signage, labels and verbal

communication. A copy of the Organic Certificate provided by the certifying body must be displayed at the vendor's booth.

### **For Prepared Foods and Concessions - Food Safety**

1. Every person handling food must maintain a very high standard of personal hygiene and cleanliness.
2. According to provincial legislation, a license may be required if:
  - a. you operate a food premises, and/or
  - b. you prepare and/or serve food at locations including a farmers' market, craft fair, special event, or fundraising event.
3. According to provincial legislation, a valid license is required to operate a food premises or to prepare and/or serve food to the public at any location in PEI. A valid license shall be displayed where the public can see it.
4. The license holder is required to have successfully completed an approved food safety training program. In the license holder's absence, at least one employee who is present in the food preparation area is required to have successfully completed an approved food safety training program.
5. Evidence of food safety training (a certificate or other proof) shall be posted in the food premises in a location where it can easily be checked by a public health official. For further information, contact Health & Wellness PEI at 902-368-5250 or [www.princeedwardisland.ca](http://www.princeedwardisland.ca)

### **For All Products**

1. Vendors may not misrepresent their products or production processes (including where and how they were grown, harvested, prepared, or created).
2. CFM reserves the right to regulate vendor signage and labelling:
  - a. All required signage and labelling shall be prominently and clearly displayed.
  - b. Vendors will be required to post signage each market day to show the source (producer or farm name) and origin (i.e. province and/or country) of each product not of their own production.
  - c. Vendors are required to display prices for all products by way of a price list or individually priced items.

### **PRICING GUIDELINES**

The CFM does not regulate pricing of goods sold at our market. However, in an effort to ensure that our Members receive a fair price for their products, the following **Pricing Guidelines** apply:

1. Pricing should reflect the cost of production including: labour, marketing expenses, and a reasonable profit.
2. Vendor prices must be in-line with other like product vendors at the market **and** shall not undercut the median prices by more than 25%. (Median pricing is the "middle price" where half of the prices are above and half of the prices are below the median price.)

## CHARLOTTETOWN FARMERS MARKET PROGRAMS

### NUTRITION COUPON PROGRAM

**The Nutrition Coupon Program** aims to provide a healthy eating initiative that supports families on PEI while strengthening our local food system. Food insecure families are identified by our community partners to participate in our program for 16-20 weeks (August –Dec). Participants can shop using the \$3 coupon at the Market and support local family farms by purchasing fresh local produce. Farmer/vendor's can redeem the coupons received on a bi-weekly/monthly basis by handing them in to the Market Manager. Program is dependent on Government and community funding. Announcements on its implementation are usually confirmed by July of each year. Up-to-date info is provided prior to program start.



### POWER OF PRODUCE (POP) CLUB

The PoP club program empowers youth age 5 to 12 on food literacy topics such as how to grow food and encourage them to taste new veggies. Youth participate in a one-hour, weekly activity at the Market and receive a \$2 wooden coin to spend on healthy food. Vendors shall be reimbursed based on the amount of coins submitted to management.

### MARKET CURRENCY/MARKET BUCKS

Our market money system allows shoppers the ability to access money without having to leave the market. We offer 2 ATM machines and CFM Market offers certificates in the form of Market Bucks (official purple certificates embossed with Market seal) which can be purchased at the Market Office.

1. All vendors should accept the following forms of payment at minimum: cash and Market Bucks.
2. The Market provides vendors with access to wireless internet for a fee of one dollar (\$1) per Market day. This allows vendors to use Point of Sale (POS) machines.
3. The Market provides Market Bucks for purchase in lieu of gift certificates or gift cards. Market Bucks ONLY come as official purple certificates and only in \$5 denominations. The Market Seal shall be punched on all Market Bucks to authenticate the certificate.
4. Change shall be given by Vendors for Market Bucks (official purple certificates).
5. Market Bucks do not expire so encourage customers to save the extra for another time or spend at another booth vendor.
6. Market Bucks can be redeemed by the Vendor for cash on Market days. Market Bucks can be used to pay for rent. Vendors can also spend Market Bucks received from customers at other vendor booths.

## Sexual Harassment Policy

In compliance with PEI's *Employment Standards Act*, Sections 24 to 18, and the *Human Rights Act* Section 1(1) (d), the Market has this Sexual Harassment Policy.

Sexual Harassment means any conduct, comment, gesture or contact of a sexual nature:

- a) that is likely to cause offense or humiliation to any person; or
- b) that might, on reasonable grounds, be perceived by that person as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

1. Every person is entitled to a workplace free of sexual harassment.
2. The Market Manager and each vendor will make every reasonable effort to ensure that no person is subjected to sexual harassment.
3. The Market Manager and each vendor will take appropriate disciplinary measures against any person under its direction who subjects someone to sexual harassment.
4. Complaints of sexual harassment may be made to the vendor, the Market Manager, or the Board. The Market Manager to whom a complaint is made will ensure that it is brought to the attention of the Board.
5. The Market Manager and each vendor will not disclose the identity of a complainant except where disclosure is necessary for the purposes of investigating a complaint or taking disciplinary measures in relation to a complaint.
6. Market employees, vendors, and vendors' employees are advised that the *Human Rights Act* (RSPEI 1988, Cap. H-12) prohibits discrimination on the basis of sex which has been interpreted as including sexual harassment.
7. Any person alleging discrimination has a right to file a complaint with the PEI Human Rights Commission under the *Act*. For further information, contact: Human Rights Commission at 902-368-4180 or 1-800-237-5031.

## ISSUES, CONCERNS, AND CONFLICT RESOLUTION

The Charlottetown Farmers' Market Cooperative (CFM) has established Bylaws, policies and procedures to ensure that the Market Cooperative meets its legal requirements, its Purpose (as defined in the Bylaws), and the Cooperative Principles (contained in this manual). The governing body of CFM, its management and staff shall implement and enforce all policies, procedures, and guidelines pertaining to the operation of the Market in a fair and equitable manner.

### ISSUES, CONCERNS, AND CONFLICT RESOLUTION PROCESS:

To create and maintain a positive, welcoming environment and shopping experience for our customers, vendors who have a conflict with each other or market manager should avoid addressing their grievances in the market during hours of operation.

The first point of contact for any operations issues or concerns about the Market or between vendors is the Market Manager.

The resolution procedure for vendor-to-vendor conflicts or grievances is as follows:

1. Vendors shall be encouraged to resolve grievances between themselves first. Vendors shall not directly address any grievances with another vendor during Market hours of operation.
2. If the issue is not resolved, the Market Manager may be asked to intervene. The Market Manager shall work with the vendors involved in the issue to find a resolution.
3. If the issue is not resolved, the vendors or Market Manager may present the issue to the Board President, in writing, for a resolution. The Board President will respond to the issue, in writing, within 14 days of receiving the complaint, outlining items identified in discussions with all parties involved, and the proposed resolution steps with timelines.
4. If the previous steps have been taken and not led to a resolution, any of the parties can bring the issue to the attention of the CFM Board in a form and manner as prescribed by the Board. The process shall include providing the Board contact name, any requirements for written complaints, and the anticipated timeline for a Board response (which may vary depending on the issue to be addressed).
5. All Board decisions on these matters are final. All parties involved will be informed, in writing, of the Board's decision.

The resolution procedure for vendor-to-Market-Manager conflicts or grievances is as follows:

1. Vendors who have an issue with the Market Manager should raise the issue first with the Market Manager for resolution.
2. If the issue is not resolved, the vendors or Market Manager may present the issue to the Board President, in writing, for a resolution. The Board President will respond to the issue, in writing, within 14 days of receiving the complaint, outlining items identified in discussions with all parties involved and the proposed resolution steps with timelines.

3. If the previous steps have been taken and not led to a resolution, any of the parties can bring the issue to the attention of the CFM Board following a process as identified by the Board. The process shall include providing the Board contact name, any requirements for written complaints, and the anticipated timeline for a Board response (which may vary depending on the issue to be addressed).
4. All Board decisions on these matters are final. All parties involved will be informed of the Board's decision in writing.

Alternative Process: At any point in the *Issues, Concerns, and Conflict Resolution Process*, Vendors may choose to enlist, at their own cost, the involvement of a neutral person, from outside the Market, trained in conflict resolution, mediation and/or arbitration to help resolve issues with management or the Board.

#### NON-COMPLIANCE WITH MARKET BYLAWS, POLICIES AND/OR PROCEDURES:

The CFM Board of Directors reserves the right to suspend vendor's participation in the CFM after a specified number of recorded violations of (or non-compliance with) its By-Laws, policies and/or procedures. Suspension is seen as a last resort. Exclusion from Membership, where warranted, may also be considered by the Board in compliance with the *Act and Regulations*.

A vendor may be removed or suspended from the Market or have selling privileges conditioned, modified, limited or revoked by the **CFM Board of Directors** as identified in the process below. Please note that where the Market Manager is identified below, this means the Market Manager or the designated agent.

1. Whenever the Market Manager believes a vendor to be in noncompliance, the Market Manager may deliver a verbal notice, or written notice, or may issue a "notice of suspension". Vendors who are deemed in violation of any federal, provincial, or municipal laws, or in noncompliance with CFM Bylaws, policies or procedures shall be subject to the following:
  - A) If a situation is immediately correctable -- such as exceeding booth space or parking in non-designated space -- the affected vendor shall be given a verbal notice indicating the noncompliance and requesting compliance. If the problem is not corrected in a reasonable amount of time, or a second noncompliance (new or repeated) occurs, the Market Manager shall deliver a written notice of noncompliance.
  - B) If a noncompliance is not immediately correctable -- such as arriving late -- the affected vendor shall be given a verbal notice indicating the noncompliance and requesting compliance. If a second noncompliance (new or repeated) occurs, the Market Manager shall deliver a written notice of noncompliance.
  - C) In all cases, the Market Manager shall record the delivery of each notice in a file noting the vendor's name, the date, and compliance issue.
2. Upon a third (3<sup>rd</sup>) noncompliance within a 3-month time period, the Market Manager shall deliver a written notice of noncompliance and the vendor may lose their privilege to sell at the Market on their next scheduled date.



3. Upon a fourth (4) noncompliance within a 3-month time period, the Market Manager shall deliver a written notice of noncompliance and the vendor may lose the privilege to sell at the Market for the remainder of the fiscal year.
4. The Market Manager has the right to deliver an immediate suspension of a vendor's opportunity to sell should a situation arise (such as, but not limited to, violent behaviour or intoxication) where the Market Manager determines that an immediate suspension is necessary to preserve the health, safety or welfare of market customers, other market vendors, market staff, volunteers, or the public. The Market Manager shall inform the Board President as soon as possible of any immediate suspension.
5. Appeal Process:
  - a. The vendor has the right to appeal any suspension or limitation in a written request delivered to the Board President. The Board President shall reply, in writing, within five (5) days of receiving a written request with a date, time, and place for a meeting between the vendor and the Board.
  - b. The vendor shall be entitled to present written evidence and written argument to the Board prior to the meeting.
  - c. The Board shall, at the date, time and place identified in the reply, hold a meeting to address the appeal. At the meeting, the vendor shall be entitled to present written or verbal evidence and argument as to why the suspension or limitation should be reversed.
  - d. The Board shall also consider the information provided by the Market Manager.
  - e. If the Board feels another meeting is necessary to obtain sufficient information, one more meeting may be arranged.
  - f. If the Board, after meeting, determines that the vendor is in noncompliance (of any Act, Regulations, Bylaws, or policies) as stated, the Board may review the length of suspension.
  - g. The Board may suspend, for any period of time, the vending opportunity of any vendor who has been suspended and continues to be in non-compliance. The Board may also permanently revoke the vending opportunity of any vendor who has been suspended more than once in a 12-month period.
6. The process for **exclusion** of a vendor from Membership shall follow the procedures as defined in Article 27 (2) of the *Co-operative Associations Act* and any applicable Regulations. Members may have their exclusion addressed by the general membership in accordance with Article 27(2) (b) of the *Act*.
7. Suspensions, and suspension appeals decisions, including any exclusion of a vendor from Membership, shall be communicated to all vendors, within fourteen (14) days of the notice delivery to the affected vendor.
8. Vendors who receive a suspension shall not receive a refund of monies paid for the dates they have been suspended.

9. Vendors have the right to ask for a meeting with the Board of Directors if they believe that the Cooperative has violated its contract or agreement with the vendor.

#### PRODUCT CHALLENGES:

1. Product Challenges may be made for suspected misrepresentation of a product by a vendor. The person bringing the challenge shall submit a written challenge on a form and in a manner as prescribed by the Market Manager. The form is available from the CFM office.
2. A Product Challenge shall be signed by the person bringing the challenge and should be supported by physical and/or reported evidence of the suspected violation. The Product Challenge should be made on the day of, or within seven (7) days of, the observed violation; challenges alleging historic wrongdoing may not be accepted as part of the challenge.
3. To discourage frivolous claims, there is a \$50 filing fee. This fee shall be returned to the person bringing the challenge if the claim is verified.
4. The Market Manager reserves the right to conduct a visit to the vendor's place of operation in a timely manner to make a determination on the Product Challenge.
5. The Market Manager shall deliver a copy of the written Product Challenge to the affected vendor.
6. The vendor receiving the Product Challenge may respond to the challenge. A vendor response shall be delivered in writing to the Market Manager within seven (7) days. Failure to respond to a challenge shall not prevent a decision from being made by the Board.

NOTE: Please ensure that the basis of your challenge is factual. Product challenges, when submitted as prescribed, shall be addressed as a serious noncompliance by the staff and Board. Vendors are cautioned that any claim, factual or otherwise, made publicly could be subject to charges of slander or harassment. Protect yourself while protecting the integrity of the Charlottetown Farmers' Market Coop by refraining from airing these concerns publicly.