

St. John's Farmers' Market Co-operative Ltd.

Policy Manual



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Contents

Contents

1.	Purpose of the Manual	5
2.	Governance	5
a.	The By-Laws	5
b.	The Co-operatives Act.....	5
c.	The Annual General Meeting	5
3.	The Board of Directors	6
a.	General	6
b.	Board Attendance Policy:.....	6
c.	Roles and Responsibilities of Officers:	6
i.	The Chairperson:	7
ii.	The [Immediate] Past Chairperson:	7
iii.	The Vice Chair:	7
iv.	The Secretary/Treasurer:	8
v.	The Executive Director	8
4.	Committees.....	8
a.	General:	8
b.	Mandates/Terms of Reference:.....	9
i.	The Executive Committee:.....	9
ii.	The Finance Committee:	10
iii.	The Governance Committee:.....	11
iv.	The Membership Committee:	12
5.	Co-operative Membership Policies:	13
a.	Introduction: Membership Definitions:	13
i.	Vendor Members.....	13
ii.	Consumer Members.....	13
b.	Summary of Rights, Services and Responsibilities of a Member	13
i.	Minimum requirements.....	13
ii.	Standard expectations.....	14
c.	Rules and Procedures for Acceptance and Removal of Members:.....	14
6.	Employment Policies.....	15
a.	Hiring Procedures.....	15
b.	Work Safety:.....	16

i.	Responsibility:.....	16
ii.	Standards:.....	16
iii.	Requests to undertake unsafe tasks	16
c.	Performance Reviews:.....	16
ii.	Board Performance Review:.....	17
iii.	Volunteer Performance Review/Feedback:	17
d.	Disciplinary Procedures	17
e.	Employee Travel Policy:	17
7.	Public Liability Insurance.....	18
a.	Insurance for the Market:	18
b.	Directors and Officers Liability:.....	18
c.	Liability insurance for vendors:.....	18
8.	Code of Conduct and Complaint Procedure	18
a.	Code of Conduct.....	18
b.	Conflicts between the public and market vendors:	19
c.	Conflict between the public or vendors and the Cooperative:	19
d.	Conflicts between vendors:.....	19
e.	Employees of Vendors:.....	19
f.	Children of Vendors:	20
g.	Sanctions:	20
h.	Harassment Prevention Policy.....	20
i.	Purpose	20
ii.	Definitions	21
iii.	Procedures for reporting instances of Harassment.....	22
iv.	Compliance	23
9.	Market Operational Policies	23
a.	Fee Schedule	23
b.	Account Arrears:.....	24
c.	Cancellation policy:.....	24
i.	Notice (Indoor Vendors):.....	24
ii.	No Show Policy:	24
iii.	Outdoor and Farm Vendors:	24
iv.	Extenuating circumstances:.....	24
v.	Outdoor Food Trucks:.....	25
d.	Application to Vend at the Market:	25
i.	Application Procedure:.....	25

e.	Tables for non-profits and community organizations:	25
f.	SJFM Operated Tables:.....	26
g.	Space Allocation:.....	26
h.	Preference:.....	26
i.	Review Process:.....	26
j.	Appeal Process:	27
k.	Hours of Operation:	27
l.	Assistance with site cleanup (outdoor vendors):.....	27
m.	Assistance with site cleanup (indoor vendors):.....	27
n.	Physical limitations:	27
o.	Parking:	27
p.	Consequences:	28
q.	Vendor Equipment and Supplies:.....	28
r.	Storage:.....	29
s.	Signage:	29
t.	Product Display Standards:.....	29
u.	Food Safety Policies:	29
v.	Solicitation:	30
w.	Buskers:	30
x.	Smoking and Drugs:	30
y.	Quality standards and vendor requirements:.....	30
i.	Farm Products:	30
ii.	Prepared food products:	31
z.	Waste Management:	31
aa.	Food Safety:.....	32
bb.	Craft products:.....	32
cc.	Sponsorship Policies:.....	33

1. Purpose of the Manual

This Manual represents the agreed and adopted policies and operating procedures of the St. John's Farmers' Market Co-operative Ltd. as reflected in the By-Laws and various minutes of the Co-operative.

The policies herein described are binding upon all members, volunteers, staff, vendors, and performers of the Co-operative, unless otherwise indicated by motion of the Board of Directors. Conflicts arising from these policies and procedures shall first be taken to the Policy Committee of the Co-operative for discussion, and recommendation to the Board of Directors for resolution. Appeal of the subsequent decision of the Board of Directors shall be to the membership at a Special Members' Meeting or the Annual General Meeting.

2. Governance

a. The By-Laws

The By-Laws of the St. John's Farmers' Market Co-operative are appended hereto as Appendix I.

b. The Co-operatives Act

The Co-operatives Act, SNL 1998, c. C-35.1, is appended hereto as Appendix II.

c. The Annual General Meeting

- i. Timing: As stipulated in the Co-operatives Act, the Annual General Meeting of the Co-operative must be held within 4 months of the end of the fiscal year, meaning, no later than 30 April of each year.
- ii. Notice: Notice of the time and place of the Annual General Meeting shall be given at least two weeks in advance and communicated with the membership through email and other reasonable means to ensure that all members are notified.
- iii. Agenda: The following items of business are required at the Annual General Meeting:
 1. Determination of a Quorum
 2. Approval of the Agenda
 3. Reports
 4. Chairperson's Report
 5. Committee Reports
 6. Market Manager's Report
 7. Report of the Auditor
 8. Election of Directors
 9. Motions
 10. Appointment of the Auditor

3. The Board of Directors

a. General

It is the general responsibility of the Board of Directors of the Co-operative to:

- i. Provide continuity for the Co-operative by insuring its future through responsible planning, direction and governance;
- ii. Select Executive Director to whom the responsibility for the administration and operation of the organization is delegated, and in particular to review and evaluate their performance regularly on the basis of a specific job description, including executive relations with the board, leadership in the organization, and in the oversight of the Market;
- iii. Govern the Co-operative by broad policies and objectives, formulated and agreed to by the membership including to assign priorities and ensure the Co-operative's capacity to carry out its business;
- iv. Hold regular meetings to review Management Reports, Financial Statements, and conduct other business of the Co-operative;
- v. Keep or arrange to be kept accurate financial records of all financial transactions of the Co-operative including monthly statements;
- vi. Ensure that all financial obligations of the Co-operative are attended to in a timely manner;
- vii. Provide leadership and direction regarding the future development of the Co-operative;
- viii. Ensure that proper policies are in place;
- ix. Ensure that the proper levels of insurance are provided, for operations, facilities and Board of Directors coverage;
- x. Keep accurate, signed and approved minutes of all meetings, clearly describing all decisions made and motions passed by the Executive or Board of Directors. Copies of these should be provided to all Executive and Board members and one kept on the files of the Co-operative.

b. Board Attendance Policy:

Board members are expected to attend at least 50 percent of board meetings. Failure to do so will be considered a resignation from the Board.

c. Roles and Responsibilities of Officers:

The following are the general responsibilities of the Officers of the Board of Directors of the St. Johns Farmers' Market Co-operative as agreed to by the membership and generally described in the By-Laws:

i. The Chairperson:

1. In collaboration with the Executive Director, represent the interests and perspectives of the Co-operative to other organizations, the press, and the public as directed by the Board;
2. Collaborate in the planning, agenda building, and calling of all meetings of the Board;
3. Chair meetings of the Board, unless otherwise indicated by the Directors or where the Chair wishes to engage in debate on a specific item agenda or motion before the Board, where they will temporarily vacate the Chair in favour of either the Vice-Chair or other Director;
4. Exercise a vote on all matters brought before the Board;
5. Develop cohesiveness and team work amongst the Board;
6. Direct and guide the Board in fulfilling its duties and responsibilities to ensure the Co-operative achieves its mandate;
7. Ensure the Board's compliance with all governance documents including Articles, By-Laws, Policies & Procedures, and agreements;
8. Generally, represent the Co-operative and sign all legal documents;
9. Be one of the signing officers along with the Secretary/Treasurer on all accounts; and
10. Assume all other duties that are normally incidental to the position of Board Chair or that, from time to time, may be assigned by the Board.

ii. The [Immediate] Past Chairperson:

1. Act as a resource to provide continuity and organizational memory;
2. Provide advice and leadership to the Board regarding past practices and other matters to assist the Board in governing the Co-operative;
3. Support the Chair and Vice-Chairperson on an as needed basis; and
4. Be a signing officer of the Co-operative.
5. Should the Immediate Past-Chair no longer be an elected member of the Board, the Past-Chair may continue to sit at the Board as an ex officio member in an advisory capacity without voting or Director privileges.

iii. The Vice Chair:

1. Fulfill the responsibilities of the Chair when required or directed by the Board, or when the Chairperson is unable to;
2. Assume other responsibilities as indicated by the Board of Directors;
3. Collaborate with the Chair in the planning, and calling of all meetings of the Board as needed or requested;
4. Exercise a vote on all matters brought before the Board;
5. Develop cohesiveness and team work amongst the Board;
6. Assist in the direction and guidance of the Board in its fulfilling of its duties and responsibilities in ensuring the Co-operative achieves its mandate;
7. Ensure the Board's compliance with all governance documents including Articles, By-Laws, Policies & Procedures, and agreements;

8. Assume all other duties that are normally incidental to the position of Board Chair or that, from time to time, may be assigned by the Board in the absence of the Chair.

iv. The Secretary/Treasurer:

1. To keep or arrange to be kept accurate financial records of all types related to the operations and activities of the Co-operative;
2. Ensure that financial records are kept in accordance with generally accepted accounting principles and within guidelines and recommendations provided by the Co-operative's Auditor;
3. Provide the Board with a monthly Financial Report, and present same at Board Meetings where possible;
4. Work closely with the Executive Director to ensure that all financial recording systems are working properly and provide support where necessary;
5. Serve as Chair of the Finance Committee and actively recruit quality participants thereto;
6. Collaborate with the Executive Director and accountant/auditor to initiate and oversee all audits and other financial procedures required under the Act or the By-laws or as requested, from time to time, by the Board;
7. Collaborate with the Executive Director in preparing the annual budget; and
8. Provide oversight for the capturing of accurate meeting minutes and ensuring the secure storage of the Co-operative documents.

v. The Executive Director

1. Reporting to the Co-operative's Board, the Executive Director will provide oversight and management of all SJFM operations and ensure that the organization is financially stable, achieving its mission, and positioning the St. John's Community Market for the benefit of both the Co-operative and the Community at large.
2. Shall serve as an ex-officio member of the Board of Directors, as well as sit as a member of the Executive Committee, Governance Committee, and Finance Committee.

4. Committees

a. General:

The Board of Directors shall from time to time appoint Committees to assist in furthering the objectives of the Co-operative. There are four standing committees, each chaired by a Director of the Board.

All Committees will be assigned responsibilities for the efficient conduct of the affairs and business of that committee. This will be outlined in a Terms of Reference (TOR) which is developed and approved by the Board.

All committees are advisory. Recommendations from committees are presented to the Board for discussion and further action.

- i. The four standing committees are:
 1. Executive Committee
 2. Finance Committee
 3. Governance Committee
 4. Membership committee
- ii. If a specific need arises that does not fall within the Terms of Reference for one of the standing committees, the Board may appoint ad-hoc committees as needed.

b. Mandates/Terms of Reference:

- i. The Executive Committee:
 1. Purpose and Membership:
 - a. The Executive Committee will be a standing committee of the Board. The Membership of the Executive Committee will consist of:
 - i. The Chair of the Board of Directors, who shall sit as Chair of this committee,
 - ii. The Vice-Chair,
 - iii. The Secretary/Treasurer,
 - iv. The Executive Director.
 - b. The Committee should meet as often as necessary to fulfill its responsibilities but is highly recommended to convene at least one (1) meeting for every full Board meeting. The Committee shall provide a report of its activities and deliberation at every Board meeting.
 - c. Generally, the Executive Committee is mainly responsible for planning, prioritizing, and managing the responsibilities, affairs and activities of the full Board. It is not a decision-making body in place of the full Board.
 2. Responsibilities:
 - a. Be the communication link between the Board and Executive Director and conduct her/his performance evaluation;
 - b. In a case where there is a vacancy in Executive Director (ED) position, will plan for and conduct the hiring process and bring a recommendation to the Board for final approval;

- c. Receive and appropriately respond to Human Resource (HR) issues or complaints, abiding by any HR policies approved by the Board, and bring any resolutions and/or recommendation to the Board for approval;
- d. In collaboration and consultation with the ED, plan the agenda for Board meetings and ensure all the necessary information and resources are provided to Directors to address the business of the meeting;
- e. Monitor the progress of the Strategic Plan (SP) and provide an update to the Board every quarter with any recommendations for changes to that plan for final approval. In collaboration and consultation with the ED and, at least six (6) months prior to the end of one SP period present a recommendation to the Board for the next strategic planning process;
- f. Finally, will assume any responsibilities and authority as may be prescribed, from time to time, by the Board through a specifically worded motion.

ii. The Finance Committee:

1. Purpose and Membership:

- a. The Finance Committee is a standing committee of the Board of Directors of the Co-operative. The Finance Committee shall be appointed annually by the Board of Directors.
- b. The Membership of the Finance Committee will consist of:
 - i. The Secretary/Treasurer of the Board of Directors who shall be the Chair of this committee,
 - ii. The Executive Director, and
 - iii. An additional board member.
 - iv. An additional member of the co-operative may be added at the discretion of the board.

2. Responsibilities:

- a. Review the financial performance of the Co-operative and provide recommendations to the Board of Directors as deemed appropriate.
- b. Review the annual audit and make recommendations to the Board of Directors.
- c. Provide or arrange to be provided, monthly financial statements to the Board of Directors.

- d. Liaise with the Co-operative's Auditor and assist in the implementation of any recommendations related to the annual audit.
 - e. Prepare and present an annual budget to the Membership at the Annual General Meeting of the Co-operative.
 - f. In advance of the AGM, the finance committee will make a recommendation to the board of who should be the Auditor for the upcoming fiscal year.
- iii. The Governance Committee:
- 1. Purpose and Membership:
 - a. The Governance Committee will be a standing committee of the Board and shall consist of:
 - i. The Vice-Chair of the Cooperative who will be the Chair of this Committee.
 - ii. Two (2) other Directors appointed by the Board at the first meeting after an Annual General meeting.
 - iii. The Executive Director.
 - b. The Committee should meet as often as necessary to fulfill its responsibilities but is highly recommended to convene a meeting at least once every quarter or four (4) times per year. The Committee shall provide a report of its activities and deliberation at the first Board meeting following a Committee meeting.
 - c. Generally, the Governance Committee is mainly responsible for overseeing and advising the Board on all matters related to the "governance" culture and framework of the co-operative, particularly as it relates to "compliance" with various governance source documents, such as the Co-operatives Act, Articles of Incorporation, By-laws, Policies & Procedures Manual and others. Compliance is the process of making sure the organization is following and abiding by all applicable laws, regulations, standards, agreements, and policies.
 - 2. Responsibilities:
 - a. Be aware of and appropriately familiar with key "governance" documents of the co-operative, namely,
 - i. The Co-operatives Act;
 - ii. Articles of Incorporation;
 - iii. By-Laws;
 - iv. Policy Manuals
 - b. Ensure all Directors are equally aware of and appropriately familiar with the key documents outlined above;

- c. Ensure and coordinate an annual plan, with resources, for Board Orientation, Board Training and Board Evaluation;
- d. Initiate an annual review of the By-Laws, and make recommendations to the Board regarding necessary amendments;
- e. Initiate an annual review of the Policy & Procedure Manual and make recommendations to the Board regarding updates;
- f. Develop a succession plan for recruiting new Directors based on a skills matrix assessment and the need to fulfill any missing skills and/or expertise (ie: financial, legal, fundraising, marketing, etc.)
- g. In the context of f) above, assume the role and responsibility of a Nominating Committee prior to an upcoming AGM to ensure there are suitable nominees for Board elections;
- h. Address and report to the Board on such governance matters as the Board, in its discretion, refers to the Committee for consideration.

iv. The Membership Committee:

1. Purpose and Membership:

- a. The Membership Committee is a standing committee of the Board of Directors of the Co-operative and operates within the strategic policy directions of the Board.
- b. They are responsible for ensuring membership education, engagement and communication between the membership and board/management.
- c. The Membership Committee shall consist of:
 - i. Two Board Directors (one vendor and one consumer member), one of whom will be the Chair of this Committee.
 - ii. Up to five Cooperative Members
 - iii. And one staff person, which would typically be the Administrative Assistant.

The committee members shall be appointed annually by the Board of Directors at the first board meeting after the Annual General meeting.

The Membership Committee shall have no fewer than 3 and no more than 7 members at any given time.

2. Responsibilities:

- a. Receive, review and recommend to the Board of Directors, applications for membership in the Co-operative;
- b. Develop education and capacity building opportunities for co-operative members to effectively understand how to own, develop and protect the Co-operative. This could be through the provision of workshops, resources, and information;
- c. Plan membership recruitment activities as needed in order to maintain an active and representative membership.
- d. Lead the writing, compilation, and distribution of a quarterly newsletter for the Cooperative. The final version of the newsletter will be reviewed by a senior staff person of the Farmers Market, who is external to the committee.
- e. Organize a minimum of two membership engagement sessions per year.
- f. Organize social events for the membership

5. Co-operative Membership Policies:

a. Introduction: Membership Definitions:

The market has two member groups, each of which elects half of the board. A membership share is a one-time purchase of \$50.

i. Vendor Members

An individual or organization who is either actively selling products at the market or has an active application to vend at the market, and whose membership application has been accepted by the board of directors. Vendor shares are attached to the vending organization/business name – a single vendor may only have one vendor share, regardless of the number of employees or assistants attending the market.

ii. Consumer Members

An individual or organization who supports the mission and values of the St. John's Farmers' Market and who has been approved as a member by the Board of Directors.

b. Summary of Rights, Services and Responsibilities of a Member

i. Minimum requirements

The minimum requirement for continued membership in the Co-operative is to either attend an annual general meeting or send regrets or participate in a

committee meeting at least once during any two-year period. A member who fails to meet this standard may be removed from the membership list by two-thirds vote of the membership.

ii. Standard expectations

Members of the Co-operative shall be expected to participate regularly in the affairs of the organization by attending meetings of the membership, joining at least one committee, supporting and publicizing the market's activities, and purchasing goods and services from market vendors whenever feasible. Additionally, Members shall be expected to follow and uphold the By-laws, policies, and code of conduct of the Co-Operative

c. Rules and Procedures for Acceptance and Removal of Members:

- i. Application for membership shall be made to the Secretary of the co-operative in writing in the form prescribed by the co-operative. A member may belong to only one Membership Group. The applicant shall indicate within which of the two membership groups the application is to be considered.
- ii. The application shall be considered and dealt with by the Board of Directors of the Co-operative not later than the next regular meeting of the Directors of the Co-operative. No applicant shall become a member of the Co-operative until the person or organization has complied fully with the by-laws and policies governing admission of members.
- iii. An applicant for membership whose application has been rejected may make appeal to the membership at the next general membership meeting or a special membership meeting called for that purpose as provided for in the Act and these By-Laws.
- iv. A person or incorporated body approved for membership by the Co-operative shall subscribe for at least one share as a condition of membership.
- v. A member wishing to withdraw from the Co-operative shall give written notice to the Cooperative at least two weeks prior to the date on which he/she wishes to withdraw.
- vi. If, in the judgment of the Directors, a member has been guilty of acts detrimental to the best interests of the Co-operative, the Directors may, and after due notice to such member, in accordance with Section 84 (3) of the Act, submit the name of such member to any general or special member meeting. A member may be expelled by a two-thirds majority of those present and entitled to vote at any general or special meeting of the Co-operative.
- vii. The Board may vote to terminate the membership of a member who has not, in the immediately preceding two years, attended or sent regrets to a meeting of members or participated in meetings of a committee of the Board. Any such termination is subject to the approval of the membership by two-thirds vote as

specified in section 2.9, and any member so terminated shall have a right of appeal as described in section 85 of the Act.

1. Notice of this provision and of the available methods of participation in the Co-operative shall be provided to any member who has not transacted business with the Co-operative over a period of one year. If no reply is received, formal notice shall be issued in writing 6 months in advance of the earliest potential termination date.
2. Pursuant to section 85 of the Act, the Cooperative shall purchase the shares of any member whose membership is terminated in this manner.

6. Employment Policies

The co-operative shall adhere to all provincial and federal legislation regarding the hiring, employment, and dismissal of all its employees. Further, the following policies have been described regarding employees:

a. Hiring Procedures

The following hiring procedures shall apply to the selection and hiring of all direct employees unless otherwise described in this Manual or determined by the Board of Directors or Membership of the co-operative:

- i. The St. John's Farmers' Market Co-operative complies with the Human Rights Act, in particular supports equal opportunity in employment practices, without discrimination on the grounds of race, religion, colour, gender, sexual orientation, disability, or age.
- ii. The Co-operative may develop and maintain clear job descriptions for each employee position.
- iii. The Executive Director is responsible for all HR management and hiring, and may request the assistance of the Board on an as-needed basis.
- iv. The Co-operative shall adhere to all applicable federal and provincial legislation regarding privacy and access to information. Any applicant shall have full access to information held regarding them as a candidate, but not information regarding any other candidate in any particular hiring procedure.
- v. Employment Contract: In certain circumstances the Board of Directors may require the preparation and signing of an employment contract, the details of which would be negotiated by the Hiring Committee and the candidate at the time of hiring.
- vi. Employee Benefits: The Co-operative shall provide those employee benefits required by provincial or federal legislation. Any other benefits shall be negotiated between employees and the Board of Directors. The Board of Directors shall be the final arbiter of employee benefits.

vii. Conflict of Interest:

Staff may not have any business interest in an enterprise that vends at the market. There is no restriction on staff involvement with other markets in the community. Family members of staff must self-declare that status on application to vend at the market, and staff must recuse themselves from any decisions regarding family members.

viii. Grievance Procedure:

In the event of an employee grievance, conflict, disagreement, or other difficulty related to employment with the co-operative, the employee has the right to appeal directly to the Board of Directors. The HR committee shall attempt to resolve the situation to the satisfaction of both the co-operative and the employee. Recommendations brought from the HR Committee to the Board of Directors shall be made a motion before the Board.

ix. Resignation and Dismissal Procedures:

Employees shall provide a minimum notice of resignation. The co-operative shall also provide a minimum notice of termination of employment or provide pay in lieu of notice. Dismissal procedures shall follow provincial government regulation.

b. Work Safety:

i. Responsibility:

It is the responsibility of all vendors, volunteers, and staff to maintain safety as a priority at the Market.

ii. Standards:

The St. John's Farmers' Market shall comply with all relevant occupational health and safety standards – these apply equally to volunteers and staff.

iii. Requests to undertake unsafe tasks

If any volunteer or staff member feels that they have been asked to perform an unsafe task (outside of expected work duties), they shall be expected to refuse the task, and to notify the OHS staff representative or ED and the chair of the HR Committee in writing. Any such issues will be addressed at the next meeting of the board of directors.

c. Performance Reviews:

i. Staff Performance Review

The Executive Director meets with the Executive Committee at least once per year for performance review. All other staff are reviewed by the Executive Director at least once per year for performance review:

1. Initial Meeting: At the beginning of an employee's contract the employee shall meet with the Executive Director for on-boarding orientation, to review the expectations for their position and sign a contract setting these expectations down in writing.
2. Mid-Point Meeting: At the midpoint of each employee's contract they shall meet with the Executive Director. The Executive Director shall present written feedback as developed by the HR Committee and shall record in writing any responses or planned changes the employee suggests.
3. Final Performance Review: The Executive Director or HR Committee may conduct an exit interview with employees within 30 days of the end of their contract. All feedback shall be provided in writing.

ii. Board Performance Review:

Staff review of the Board: All staff shall be provided with an opportunity to provide, in writing, their feedback on the performance of the Board of Directors. This shall normally be undertaken during the final performance review meeting.

iii. Volunteer Performance Review/Feedback:

The Executive Director may develop and implement procedures for performance review and feedback for market volunteers.

d. Disciplinary Procedures

If an employee's performance is identified by the Board of Directors as not meeting the expectations laid out at the beginning of their contract, they shall first be provided with a verbal notice. Should no improvement be seen within 14 days, the employee shall be provided with written notice. Should no improvement be seen within 14 days of this written notice being provided, a notice of termination may be issued by the Board of Directors.

Should the performance of an employee escalate to immediate cause for termination, the Executive Director has discretion to terminate.

e. Employee Travel Policy:

- i. The Management may approve travel for employees in order to conduct business of the co-operative. Employees may be reimbursed for certain expenses incurred during approved travel. The rate of reimbursement of such expenses is set by the Board of Directors who shall review and update them from time to time. Expenses and rates follow the provincial government policies for accommodations, automobile, meals, transportation, and travel.
- ii. Other travel related expenses may be reimbursed with the approval of Management.

- iii. Employees must complete a Travel Claim Form indicating all expenses and any travel advance provided.
- iv. Travel advances may be provided upon completion of a Travel Advance Form and approval by Management.

7. Public Liability Insurance

a. Insurance for the Market:

The Board of Directors shall ensure that the Co-operative maintains sufficient public liability insurance.

b. Directors and Officers Liability:

The Board of Directors shall maintain Directors and Officers Liability coverage for the Co-operative.

c. Liability insurance for vendors:

Vendors shall be made aware that the Co-operative's insurance does not cover the value of their goods or equipment or anything stored on site, even when these goods are left inside the market facility between markets. Vendors shall be encouraged to carry their own insurance coverage, but this shall not be mandatory.

8. Code of Conduct and Complaint Procedure

a. Code of Conduct

The Farmers' Market is a community where an attitude of respect, collaboration, and fun is important. All attendees, volunteers, vendors, performers, and staff shall endeavour to maintain this atmosphere. With this in mind, the following code of conduct shall apply to all vendors, volunteers, staff, and Cooperative members:

- i. All vendors, volunteers, staff, and Cooperative members shall conduct themselves in a courteous and respectful manner towards the public and all market participants;
- ii. All vendors, volunteers, staff, and Cooperative members: shall refrain from any behaviour that interferes with the rights or working/ selling opportunities of vendors;
- iii. All vendors, volunteers, staff, and Cooperative members shall refrain from using language which is offensive, threatening or intimidating to others;
- iv. All vendors, volunteers, staff, and Cooperative members shall operate vehicles or equipment in a safe and responsible manner;
- v. All vendors, volunteers, staff, and Cooperative members shall respect and adhere to the Policies of the Market;

- vi. Vendors, volunteers, staff, and Cooperative members shall not participate in the market under the influence of alcohol or drugs.
- b. Conflicts between the public and market vendors:
 - i. Should a dispute arise, the public should be encouraged first to deal directly with vendors and resolve issues at that level;
 - ii. If a direct resolution is not forthcoming, members of the public may appeal to the Executive Director. The ED shall then attempt to resolve the situation;
 - iii. If the complainant remains unsatisfied, they may write a letter to the Board of Directors. The Board shall address any such concerns at their next regular meeting and shall communicate any decision to the complainant.
- c. Conflict between the public or vendors and the Cooperative:
 - i. Any conflict or complaint regarding the affairs of the Cooperative shall be provided in writing to the Board of Directors. Any such complaints shall be addressed at the next meeting of the Board; complainants will be encouraged to attend this meeting and to bring an outside observer to the discussion.
- d. Conflicts between vendors:
 - i. Vendors shall be encouraged to resolve conflicts amongst themselves first in a spirit of collaboration;
 - ii. If vendors cannot resolve the issue amongst themselves, the Executive Director or any board member who is on site at the market shall document it, send it to the parties, and send it to the Board for review and possible resolution. .
 - iii. Should the issue continue, the Executive Director, one or both vendors may request a formal resolution process. This process has several steps:
 - 1. A meeting between the complainant and both the Executive Director and Vice-Chair to outline the issue involved.
 - 2. A meeting between the Executive Director, the Vice-Chair, and the subject of the complaint to outline the issue and clarify the details.
 - 3. The Executive Director and Vice-Chair shall present the results of the meetings to the next meeting of the Board of directors, who shall render a decision and communicate it in writing to all parties involved.
- e. Employees of Vendors:

Any conflict involving an employee of a vendor will be considered to be a conflict involving the vendor.

f. Children of Vendors:

Vendors are responsible for children in their care. Children being disruptive, causing property damage or engaging in disrespectful behaviour will jeopardize the vendor's space at the market and can result in immediate removal from the premises.

g. Sanctions:

If a consumer, a vendor, a vendor's employee, a market volunteer, or a market staff member fails to uphold the decision of the Board of Directors regarding a conflict, or otherwise is found to be in violation of the Code of Conduct by a majority vote of the Board, they shall be subject to the following sanctions:

- i. Market Staff: See Section 6.9 (Disciplinary Procedures)
- ii. Market volunteers: Volunteers who fail to abide by the Code of Conduct or by board decisions shall be removed from the volunteer list upon majority vote of the board.
- iii. Market Vendors: Vendors who fail to abide by the Code of Conduct or board decisions regarding conflicts and acceptable behaviour shall be removed from the vendor list upon a majority vote of the Board. They may reapply after a period of 6 months. Re-admittance of a removed vendor shall be at the sole discretion of the Board. Violations by vendor employees are considered here to be violations by the vendor.
- iv. Consumers: Consumers who fail to abide by the decisions of the Board of Directors regarding dispute resolution may be refused entry to Market premises.

h. Harassment Prevention Policy

This policy governs all consumers, vendors, members, volunteers, staff, and board members of the St. John's Farmers Market Co-operative (hereinafter referred to as "workers"). This plan is accessible to all and will be reviewed as necessary.

- i. Purpose
 1. Every worker is entitled to employment free from workplace harassment.
 2. The St. John's Farmers' Market Co-op (SJFM) is committed to eliminating, where possible, or otherwise, minimizing the hazard of workplace harassment;
 3. SJFM prohibits harassment in any form in the workplace, outside the workplace but involving SJFM workers, and at SJFM sponsored events and markets.

4. All workers have an obligation to take reasonable care to:
 - a. Not engage in bullying or workplace harassment;
 - b. Report observations or experiences of bullying and workplace harassment; and
 - c. Comply with the harassment prevention plan.
5. All supervisors have an obligation to ensure the health and safety of workers, including the obligation to apply and comply with the harassment prevention policy;
6. Any information obtained relating to workplace harassment, including personal information, will not be disclosed unless it is necessary for the purpose of an investigation, protecting workers, corrective action relating to the complaint or where required by law;
7. The harassment prevention plan is not intended to discourage a worker from exercising his or her rights under the **Human Rights Act, 2010**, the **Criminal Code** (Canada) or any other law of the Province or of Canada; and
8. SJFM shall protect workers from retaliation and provide support to workers when workplace harassment occurs.

ii. Definitions

1. "Harassment" means any inappropriate conduct, comment, display, action or gesture:
 - a. that either:
 - i. is based on race, creed, religion, colour, sex, sexual orientation, marital status, family status, disability, physical size or weight, age, nationality, ancestry or a place of origin, language, (or any other prohibited grounds under applicable human rights legislation);
 - ii. adversely affects a worker's psychological or physical well-being and that the harasser knows or ought reasonably to know would cause the worker to be humiliated or intimidated; and/or
 - b. that constitutes a threat to the health or safety of a worker.
2. Harassment includes repeated conduct, comments, displays, actions, or gestures, or a single serious occurrence of conduct, or a single serious command, display, action, or gesture that has a lasting harmful effect on a worker.

3. Harassment does not include reasonable action taken by a manager or supervisor relating to the management and direction of staff and vendors in the workplace.
 4. “Sexual Harassment” is a type of harassment and means:
 - a. engaging in a course of aggravating comment, conduct, gesture, or contact of a sexual nature including those relating to sex, sexual orientation, gender identity, or gender expression where the course of comment, conduct, gesture, or contact is known or ought reasonably to be known to be unwelcome; or
 - b. making a sexual solicitation or advance where the person making the solicitation or advances in a position to confer, grant, or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.
- iii. Procedures for reporting instances of Harassment
1. SJFM will investigate all forms of harassment.
 2. Anyone who witnesses or becomes aware of harassment in any form must report such misconduct to the Executive Director.
 3. Board members, staff, and vendors who become aware of harassment must initiate positive steps to remedy the circumstance whether or not the victim of the harassment wishes to initiate the complaint process, and whether or not the offending party or the victim is working within the individual’s scope of responsibility.
 4. Board members, staff, and vendors are expected to cooperate with the investigation of a complaint or incident of harassment in the workplace.
 5. The following procedure applies with regard to instances of harassment:
 - a. A worker experiencing or witnessing harassment should, where reasonable and appropriate, tell the offending person to stop. If the worker is not comfortable confronting the offending person, or if the harassment continues after the person has been told to stop, then the worker (“complainant”) should report the harassment to the Executive Director. In accordance with applicable Provincial legislation, the complainant may have the right to request the assistance of an occupational health and safety officer to resolve the complaint, and/or file a complaint with the provincial Human Rights Tribunal.

- b. Following a complaint, management will conduct an investigation. The names of the complainant, alleged harasser (“respondent”), and any witness, and the circumstances related to the complaint will not be disclosed to any person except where disclosure is necessary for the purpose of an investigation, protecting workers, corrective action relating to the complaint, or where required by law.
- c. The respondent will be offered a chance to respond to the complaint.
- d. The investigation will be completed in a timely manner and the resolution will be implemented immediately after the investigation is completed. The complainant and the respondent will be notified, orally and in writing, of the results of the investigation.
- e. Notwithstanding the foregoing, where the respondent is the Executive Director, the complaint shall be submitted to a member of the Board of Directors.

iv. Compliance

- 1. SJFM will undertake corrective action if it is determined that a person under SJFM’s direction has subjected another person to harassment. Such action may include discipline, up to and including termination of employment for cause.
- 2. A complaint made under false pretenses or retaliation in any form against the person involved in a complaint or an investigation is a serious breach of this policy and may result in discipline, up to and including termination of employment for cause.
- 3. Reprisal, defined as any act of retaliation, either direct or indirect, against any person who makes a complaint or acts as a witness under this policy is prohibited. Any worker who engages in reprisal against anyone who has filed a complaint or who is co-operating in an investigation of a complaint may be disciplined up to and including termination of employment for cause.

9. Market Operational Policies

a. Fee Schedule

<u>Vendor Type</u>	<u>Rate/day</u>	
Indoor Farmer	\$1.43/square foot	
Indoor Vendor	\$1.70/square foot	
Outdoor Farmer	\$35.00	Up to 10x10 space against garage doors, or a double space in the vendor parking stalls
Outdoor Vendor	\$50.00	
Outdoor Non-Profit	No Fee	

Outdoor Food Truck	\$100.00 No food trucks permitted at Saturday markets in peak season
Performing Buskers (e.g.: musicians, jugglers, etc.)	No Fee
Buskers providing a product or service specifically designed for a specific individual (e.g.: balloon animals, face painting, etc.)	\$15 with no table space allocation.
Utility Fee (electrical)	\$10
Storage Room Fee	\$3.75 per square foot/month + hst,

All rates subject to HST.

b. Account Arrears:

The SJFM Cooperative shall provide clients/customers with 30 day terms upon invoicing. After 30 days, 5% interest per month will incur on all overdue accounts. Statements will be issued after 30, 60, and 90 days. Accounts overdue by 90 days will be reviewed by the board, who will decide on further actions, as required.

c. Cancellation policy:

i. Notice (Indoor Vendors):

Indoor vendors will not be charged table fees if they cancel 72 hours or more before a given Market. Cancellations made 72 to 24 hours in advance will result in the vendor being invoiced for 50% of their fees.

Cancellations with 24 hours notice or less will result in the vendor being invoiced for the full table fee.

ii. No Show Policy:

Vendors who no-show without notice will be charged fully for their space that day. Vendors who are no-shows without notice three times in a calendar year will not be allowed to vend for the remainder of that calendar year.

iii. Outdoor and Farm Vendors:

Outdoor and farm vendors may cancel with no penalty if the cancellation is due to weather.

iv. Extenuating circumstances:

In the event of extenuating circumstances (such as a death in the family, severe illness, etc.), a vendor may request an exemption from this policy. This request should be directed to the Market Manager or Executive Director.

v. Outdoor Food Trucks:

Food trucks shall be permitted to vend from the parking lot of the SJCM on regular Saturday markets from January 1st to April 30th only. The space available shall be designated by the Market Manager. There shall be a limit of one (1) food truck per market which shall be scheduled at the discretion of the Market Manager. No electrical access to the SJCM shall be permitted. A \$100 fee shall apply.

d. Application to Vend at the Market:

All prospective vendors, including performing buskers and others with no space allocation, must complete an online vendor application and must review the Public Market Guidelines and the Vendor Handbook (links to which are provided in the application). Vendors without space allocation, such as face-painters, balloon-animal makers, caricaturists etc., who wish to have space allocated to them may apply as regular vendors and regular vendor fees would apply.

i. Application Procedure:

All applications must be submitted through the SJFM online application system. The Market Manager is responsible for filtering applications for compliance with market policies. Applicants shall be made aware that proceeding through the adjudication process does not guarantee space at the Market. A summary of all acceptances and rejections at the Application Stage shall be prepared for review by the Executive Director.

1. Non-Food Vendors

All policy-compliant applications shall be offered an opportunity to be forwarded to attend for adjudication and confirmation of artisan standards, including applications to sell products already sold at the Market. See Quality standards and vendor requirements: Craft Products Section 9.0.z.cc.

2. Food Vendors

All appropriate provincial/federal certifications must be in place (e.g. Service NL Food Establishment Licence). All policy-compliant applications shall be offered an opportunity to attend for adjudication and confirmation of product-appropriate standards, including applications to sell products already sold at the Market. See Food Safety Policy Section 9.0.u., and Quality standards and vendor requirements: Prepared food products Section 9.0.z.ii,

e. Tables for non-profits and community organizations:

Non-profit organizations may set up tables and their own tents at no charge outdoors, or at the designated Community Table. All non-profit tables will be approved at the discretion of the Market Manager.

f. SJFM Operated Tables:

A table may be provided for the SJFM Co-op to promote the Co-operative and build membership on a weekly basis if space allows.

g. Space Allocation:

The Market Manager has the responsibility for assigning tablespace. Requests for particular sites will be given consideration but management reserves the right to assign and locate all vendors. Vendors are not permitted to change their assigned tables without the permission of the manager.

h. Preference:

The Market manager shall use the following criteria to inform the allocation of table space:

- i. Agricultural Product Vendors: As a Farmers' Market, it is critical to maintain as many farm vendors as possible. Agricultural products shall always take precedence over crafts and prepared foods in table allocation.
- ii. Cooperative Membership: The Market Manager may give priority to Vendor Members of the Co-operative over non-members in space allocation.
- iii. Uniqueness of the product: The Manager shall endeavour to maximize the variety of products available at the market and may allocate space to vendors in order to do so.
- iv. Commitment to Season: the Market Manager may give priority to vendors who have made a full-season attendance commitment.
- v. Seniority at Market: the Market Manager may give priority to vendors who have been consistent participants at the Market for 3 years or more.
- vi. Alternate Sales Outlets: Preference shall be given to vendors whose primary point of sale is the Farmers' Market.
- vii. Any application from a business that has an existing storefront outside the Market must be presented to the Board of Directors for consideration.
- viii. Opportunities for new vendors: The Manager may choose to allocate tables in such a way as to provide space for new vendors to develop a customer base.
- ix. Values: vendors whose values are judged to be in keeping with the mission of the Co-operative (as laid out in its Bylaws) may have preference in table allocation.

i. Review Process:

At any time (including on site on Market day) the Farmers' Market Manager may review a vendor's products and suitability at the market. If necessary the Manager may resubmit a vendor to the appropriate standards committee for jurying.

j. Appeal Process:

Vendors who are rejected either after an initial application or after adjudication/evaluation shall receive a written justification from the Market Manager with a copy to the Executive Director. If they are unsatisfied with the justification, they may make a written request to the Board for reconsideration of the decision. This option shall be made clear in the letter. This discussion will take place at the next scheduled board meeting.

k. Hours of Operation:

The Market shall operate on such dates and hours as the Board agrees on. Vendor sales outside of these hours must submit a request in writing to the Executive Director for approval.

- i. Set-up time: Vendors may begin set-up at 6:30 a.m. on Market mornings.
- ii. Set-up completion: set-up must be complete by 9 a.m.
- iii. Table Reassignment: Vendors must be ready to sell by 9:00 a.m. or they will be considered a “no-show” and their table may be reassigned to another Vendor.
- iv. Takedown: Vendors can breakdown their stalls as of 4 p.m., and not before unless Vendor has Market Manager’s permission to leave (sold out, etc.). Breakdown must be completed, with garbage removed and vendor stall vacated by 5:00 p.m. Vendor spaces are to be left in the same condition at the end of the market as they were at the start.

l. Assistance with site cleanup (outdoor vendors):

All outdoor vendors are expected to assist with site cleanup by cleaning their table, taking it down, folding it, and bringing it to the main entrance.

m. Assistance with site cleanup (indoor vendors):

Indoor vendors must wipe down tables, fold them where possible, and bring them close to the back room.

n. Physical limitations:

Any vendors who are physically unable to assist with moving equipment are exempted from these requirements.

o. Parking:

The goal of Market parking policy is to maximize space for paying customers and particularly for customers with mobility challenges.

- i. Loading Zone: Vendors may park at, or near, the main entrance between 6:30 and 8:45 a.m. to unload for Market day.

- ii. Designated Vendor Parking: Prior to set up, once unloading is complete, Vendors must move their vehicle to the designated vendor parking area (CRA lot, access from Empire Avenue).
 - iii. Takedown: Vendors may not bring their vehicle(s) back to the customer parking area until after 4 p.m. and until their stall is packed up and ready to load, unless approved by the Market Manager.
 - iv. Exemptions: Approved outdoor vendors who sell from their vehicles are exempt from this policy. Vendors with disabilities are exempted from the requirement to park in the vendor area.
- p. Consequences:
- Vendors found in violation of these policies will be subject to the following consequences:
- i. First violation: Removal from the vendor list for one week.
 - ii. Second violation: Removal from the vendor list for one week and a \$50 fine, payable to the Co-operative. Vendors will not be allowed to return until this fine is paid.
 - iii. Third violation: Removal from the vendor list for an additional two markets and a \$100 fine.
- q. Vendor Equipment and Supplies:
- i. Sales from tables: All products must be sold, displayed and stored from a surface above the ground. All vendors must utilize tables, shelves, cases or other structures for these purposes.
 - ii. Equipment provided: The SJFM will provide one table and two chairs for all vendors. Each vendor is responsible for providing and removing any and all equipment and supplies they bring to do business on the Market site. Provided table size is 72 x 30 inches. Additional space around the table may be used at the discretion of the Market Manager.
 - iii. Extra tables: Outdoor vendors may rent additional tables. Indoor vendors may not, unless an exception is made by the Market Manager.
 - iv. Sneeze Guards: A limited number of sneeze guards are available for rent from the Co-operative at a rate of \$5/week.
 - v. Semi-permanent fixtures such as coolers and freezers are only permitted in the central market hall (area surrounded on 3 sides by utility stalls and must be movable. Anything left behind between markets is at the vendor's own risk.

r. Storage:

The Co-operative may make space available for storage between markets. Only approved vendors may store market-related items. Storage is not guaranteed and is based upon availability, considering a vendor's frequency at the market, item portability and storage necessity. All items are stored at the vendor's risk. Use of the storage space will be governed by a Storage Agreement between the SJFM and the vendor (see 9.0.q.iii) and the following criteria:

- i. Rate: The rental rate for market-related equipment storage is \$3.75 per square foot/month. Minimum storage unit space is 2'x4'x8' (l) x (w) x (h). Vendors who store their market items in their 'semi-permanent' space will be charged the equivalent of a 4'x4'x8' space/monthly.
- ii. Maintenance: Vendors must keep their storage area orderly in accordance with the Storage Agreement between the SJFM and the vendor (see 9.0.q.iii.).
- iii. Bookings: Storage space may be booked through the Market Manager. Vendors approved for storage space must sign a Storage Agreement and abide by all rules and processes contained therein.

s. Signage:

- i. Content: Vendors shall display a sign with the Vendors Name, Farm Name or Corporate Name, location and contact information.
- ii. Food Vendor signs: Food vendors must display a valid food license.
- iii. Sign location: All signs must remain within the allotted vendor's exhibit space and must not block pedestrian traffic, or interfere with other vendors' displays or views.

t. Product Display Standards:

All displays should be neat and tasteful. We require that each vendor use a tablecloth to protect tables and enhance presentation. Food vendors must use impermeable table coverings to avoid damage to market property. Vendors must maintain a clear walkway for customers to move from one vendor to another.

u. Food Safety Policies:

Vendors are expected to familiarize themselves with all applicable food safety regulations. These are summarized in the Market's Food Safety Guidelines Document. The following broad standards apply:

- i. All products meant for human consumption to be sold at the Market are regulated by federal and provincial legislation and regulations. The St. John's Farmers' Market requires that all food vendors comply with all these requirements. It is the vendor's responsibility to acquaint themselves with the relevant requirements and provide documentation of appropriate licenses.

- ii. The SJFM shall keep current and make available to all food vendors a “Farmers Market Food Safety: Vendor Handbook”. This document identifies current applicable legislation, regulations and licensing requirements, as well as relevant contact information. It also describes the general application and approval process.
 - iii. As part of the application process, the Market requires that all food vendors declare that they have read, understand and will follow all federal and provincial regulations and procedures as they relate to the production, storage, transportation and dispensing of their products.
 - iv. The SJFM shall, across the market season, conduct occasional selective reviews of vendor food safety practices at the Market. These reviews will be recorded on a “Vendor Food Safety Checklist”, signed and kept on record.
 - v. To ensure that the Market’s grounds and facilities are generally safe and free from potentially harmful contaminants, the SJFM will conduct a review and complete on a “Start-up Check List” before the start of each market day.
 - vi. Ingredient lists: all food vendors must prepare and keep on site complete ingredient lists for all products and must prominently indicate if a product contains peanuts, tree nuts, shellfish, or other commonly serious allergens.

- v. Solicitation:

No soliciting, advertising, political or religious activities shall be permitted in the Market area (i.e. indoors or outdoors) without the express permission of the Board of Directors

- w. Buskers:

Buskers can apply for outdoor space at the market at no charge. Approval to busk at the Market is conditional on a review of the busker’s work by the Performer Jury.

 - i. Performer Jury: The Performer Jury shall be appointed annually by the Board of Directors and shall consist of the Market Manger, one Board Member, and one community member with an interest in the Arts.

- x. Smoking and Drugs:

The SJFM shall be maintained as a non-smoking and drug-free public event.

- y. Quality standards and vendor requirements:
 - i. Farm Products:
 - 1. Resale: Limited amounts of resale are permitted. Farm vendors may use up to 25% of their table frontage to resell products grown by other farms in Newfoundland and Labrador. All such products must be clearly labelled. No agricultural products from out-of- province are permitted.

2. Secondary agricultural products: Vendors of secondary agricultural products must declare that such products are made primarily from crops produced either on their farm or from a farming operation within the province of Newfoundland and Labrador. Labeling must adhere to provincial standards.
3. Farm Practices: All agricultural vendors shall declare that they operate their farms according to generally accepted best farm practices regarding use of pesticides and farm food safety practices.
 - a. Provincial Standards: Agricultural Producers shall adhere to all provincial environmental standards
 - b. Farmer Profiles: All farmers must provide the Market Manager with the necessary information to complete their «Farmer Profile» on the SJFM website. This information must be provided no later than 1 month before the market begins.
 - c. Organic Certification: Any vendor who uses the term “organic” anywhere in their stall or on their products must be certified as organic and provide proof of certification to the Market Manager.
 - d. Vendors whose corporate name includes the word “«organic» may continue to display this name, but must prominently display a sign indicating their lack of certification.

ii. Prepared food products:

1. All food vendors shall be approved by an independent jury appointed by the Board of Directors before being allowed to sell at the market.
2. The Food Product Jury shall consist of at least two qualified chefs or food industry experts from outside of the Market Vendor community and one Consumer Member of the Board of Directors.
3. Upon approval, vendors are free to cook other dishes within the type of food they have been approved to produce, without further jury approval.
4. Supplementary jury approvals may be requested at the discretion of the Market Manager or Board of Directors.
5. Standalone products, entree items or any other items that are or could be sold independently must be made, baked or grown by the vendor.
6. Jury acceptance will be based on the variety of food product, uniqueness within the market, quality of ingredients/preparation and presentation.

z. Waste Management:

Prepared food vendors are encouraged to use compostable containers and to provide only as much packaging as needed. Containers and cutlery are required to be reusable or recyclable and supplied by the vendors. The use of polystyrene foam is strictly prohibited.

aa. Food Safety:

Prepared food vendors must be inspected and must follow all relevant food safety legislation and guidelines.

bb. Craft products:

- i. All craft products shall be approved by an independent jury appointed by the Board of Directors.
- ii. The Craft Jury shall consist of at least two craft experts who are not a member of the Vendor Community, and one Consumer Member of the Board of Directors.
- iii. Items which are not acceptable include crafts made from kits and items that are mass produced, used or commercially manufactured.
- iv. Jury acceptance will be based on the variety of goods, originality of design, quality of workmanship and artist involvement.
- v. Work should show imagination, skill and individuality of the craftsman.
- vi. Vendors are not permitted to buy products from someone else and re-sell at the Market.
- vii. As a general principle, pre-manufactured components should not dominate the aesthetic of goods to be sold or the contribution of the craftsman. Vendors are not permitted to re-sell goods.
- viii. Goods must be of original or traditional design, and cannot violate copyright laws.
- ix. "Fan art" is allowable if characters are depicted within the context of an original piece and as long as that piece does not use commercially- printed copyrighted materials and is not based on a commercially purchased pattern.
- x. Goods sold must be predominantly handmade from base materials (clay, paint, ink, wool, wood, paper), and not assembled from previously manufactured finished products or from a purchased kit.
- xi. If an item is made from a mold, that mold must be made by the artisan. Commercially-manufactured reproductions of three-dimensional works are not permitted.
- xii. Commercially-printed reproductions of paintings, drawings, hand-pulled prints, or other forms of original two-dimensional work are permitted but cannot make up more than 20% of goods for sale on a vendor's table. Commercially-printed reproductions that are signed and numbered as "art prints" are not permitted. All reproductions must be labelled as such (to distinguish, for example, handmade cards from ones that are mechanically printed).

- xiii. Archival-quality mechanically produced prints of original photographs are permitted, but these must be signed and dated by the photographer.
 - xiv. Priority will be given to jewellers who themselves manufacture the primary elements of their work and who demonstrate originality in their designs. Jewellery that consists primarily of premade beads, pendants, and stones that are mounted or strung using premade chains, bezels and/or findings will be given lowest priority.
 - xv. Knitted goods made of natural fibres and exhibiting mastery of traditional techniques and/or originality in design will be considered over knitted goods using acrylic or other manufactured fibres. Knitted goods made from commercial patterns showing, for example, Disney or similar characters are not permitted, though original knitted goods that fall under the category of “fan art” are permitted (see above).
- cc. Sponsorship Policies:
- i. The SJFM welcomes sponsorship support from private, nonprofit, foundation, and government sources.
 - ii. The identity of the SJFM will always be prominent in any sponsorship agreement.
 - iii. Sponsor(s) will be allowed to use their logos and name but they will be secondary to the Market.
 - iv. Sponsorships involving physical spaces shall be subject to approval by the City of St. John's, owners of the Community Market facility.
 - v. The Executive Director shall have the authority to negotiate sponsorship agreements and propose sponsorship rates. All such agreements are subject to Board approval.
 - vi. Potential sponsors

The Market shall not accept sponsorship from any organization whose objectives conflict with the SJFM mission statement. The Executive Director shall provide an assessment of the fit between sponsor and SJFM values in any sponsorship proposal brought to the Board
 - vii. Goals of sponsorships:
 1. Multi-year commitments;
 2. Funding special projects and capital improvements;
 3. Supporting engagement with the neighborhood.

Appendix I

The By-Laws of the St. John's Farmers' Market Co-operative



The By-Laws of the St. John's Farmers' Market Co-operative Ltd.

245 Freshwater Road, St. John's, NL, A1B 1B3

info@sjfm.ca www.sjfm.ca

Approved at the Annual General Meeting
of April 20th, 2023
and confirmed and filed by the Registry of Cooperatives
on April 28, 2023

Table of Contents

Table of Contents	36
Definitions	37
1. Corporate Data	38
2. Membership	39
3. Membership Shares and Member Loans	41
4. Allocation of Surplus	41
5. Meetings.....	41
6. Board of Directors/ Executive Committee	43
7. Committees	46
8. Corporate Indemnification	47
9. Dissolution.....	47
10. Resolutions	48
11. Amendments	48
12. Director Conflict of Interest	49

Definitions

1. **“Act”** means the Co-Operatives Act Chapter C-35.1, of the province of Newfoundland and Labrador, as amended from time to time or any subsequent statute that may be enacted thereafter as its successor statute.
2. **“Ad-hoc committee”** refers to any committee temporarily established by the Board for a specific task or objective and dissolved upon completion of the task or achievement of the objective.
3. **“Articles”** means the formal documents/forms submitted to the Government of Newfoundland and Labrador pursuant to the Act to legally document the creation of a corporation.
4. **“Board”** means the Board of Directors of St. John’s Farmer’s Market Co-Operative.
5. **“By-laws”** refers to a legal document consisting of a set of governing rules, duly approved by the members of the St. John’s Farmer’s Market Co-operative . Such rules are authorized and prescribed by the Act. By-laws are subordinate to the Act and the Articles.
6. **“Co-operative”** refers to the St. John’s Farmer’s Market Co-Operative Ltd.
7. **“Director”** means any Board of Director of the Co-Operative.
8. **“Ex-Officio”** refers to a person who sits on a board or a committee by virtue or because of an office they hold. Ex-Officio members commonly sit in an advisory capacity and do not possess voting rights.
9. **“Fiscal period”** sometimes called financial period or budget period is the period or duration of time in which the Co-Operative collects revenue, spends money, and provides an accounting of all of its financial transactions to its membership. It is normally a 12-month period or fiscal year and for this Co-operative the fiscal period will be a one-year fiscal period.
10. **“Food Systems”** refers to all processes involved in feeding a population: growing, harvesting, processing, packaging, transporting, marketing, consumption, and disposal of food and food-related items. It also includes the inputs needed and outputs generated at each of these steps.”
11. **“Good Standing”** refers to the status of any member who has been approved for membership and paid for their membership shares as per Section 3.2.
12. **“Province”** refers to the province of Newfoundland and Labrador.
13. **“Quorum”** refers to the minimal number of officers or members of the Co-op or Board or committee (usually a majority) required to be present for the valid transaction of business.
14. **“Resolution”** is a main motion formally expressed in writing, adopting an official statement of opinion, or authorizing or directing some action and normally used to address matters of importance and significance. Resolutions can be brought forward by the Board of Directors or the member of an organization and are typically done at an annual general meeting. They have two (2) parts: 1) the preamble, which is a list of reasons for adoption, with each reason in a separate paragraph beginning with the term “Whereas;” 2) the resolving clause(s), which outline the specific action(s) to be taken, beginning with the phrase “Be It Resolved.” Such resolution requires a simple majority (50% +1) of the members present at a meeting.

15. **“Show of hands”** - This could be a physical showing of hands, verbal uttering (yay or nay) or through an appropriate means via an online platform.
16. **“Special Resolution”** refers to a resolution requiring a majority of at least 2/3 of the votes cast in order to be adopted.
17. **“Standing committee”** refers to any committee established by the Board through either a specific by-law or policy that operates on an ongoing and/or annual or biennial basis to deal with ongoing and major activities within the co-operative.
18. **“Term of Office”** refers to the limited length of time (1 or 2 years) that a member serves in an elected or appointed position, whether it be as a Director or Officer of the Board.

1. Corporate Data

1.1. Name: The name of the Co-operative shall be “The St. John’s Farmers’ Market Co-operative Limited”.

1.2. Registered Address: The Registered address of the Co-operative shall be:

St. John’s Farmer’s Market Co-operative Ltd.
245 Freshwater Road
St. John’s, NL
A1B 1B3

1.3. The Mission of the Co-operative is to promote and create local food systems and build community through the operation of a co-operatively owned farmer’s market.

1.4. The Objectives of the Co-operative shall be as follows:

- To promote locally grown fresh high-quality produce and goods.
- To provide an economic outlet for local farmers, producers, and artisans.
- To create an alternative marketing opportunity that allows farmers, artisans, and consumers to interact directly with each other, rather than through a third party.
- To strengthen the connection between farmers and consumers.
- To educate consumers about the benefits of supporting local agriculture and using locally produced foods and products.
- To build a healthy community by creating a social opportunity to gather and interact
- To celebrate the City's history, uniqueness, cultural diversity, charm, and potential.
- On behalf of its members, take membership in industry organizations or associations where appropriate and valuable to the membership.
- To seek financial assistance to undertake these objectives and to negotiate contracts and other arrangements with government agencies and departments on behalf of its members in pursuit of these objectives.
- To ensure, through a continuing education program amongst its members, a thorough understanding of co-operative principles and practices as well as a general understanding of the operations and policies of the co-operative itself, and to promote the co-operative movement, by the membership and otherwise, in other co-operative societies to the benefit of all its members.

1.5. Fiscal Year: The fiscal year of the Co-operative shall end on 31 December of each year.

2. Membership

2.1. Eligibility of Membership:

- Applicant resides in Newfoundland and Labrador, or organization is incorporated in Newfoundland and Labrador.
- Applicant supports and upholds the objectives of the SJFM Co-operative; and
- In the case of an individual, that individual must be at least 16 years of age.

2.1. The Co-operative shall recognize two full Membership Groups, namely:

2.1.1. The Vendor Group: Consists of individuals, corporate bodies, or incorporated co-operatives that are adjudicated and approved vendors at the regular St. John's Farmers' Market, where that the member has vended at least at one market in the last 12 months.

2.1.2. The Consumer Group: Individuals who have a personal and particular interest in furthering the goals and objectives of the Co-operative and contributing to its success.

2.2. The Co-operative may recognize and provide for the creation of an Associate membership category from consumers and other individuals and related community organizations who support the objectives of the Co-operative. Such members shall have advisory and supporting roles within the Co-operative but will not have the particular rights or privileges of full Co-operative membership.

2.3. Individuals, incorporated bodies, and incorporated co-operatives that meet one of the definitions in Section 2.1 may become members of the Co-operative. In accordance with Section 81 of the Co-operatives Act¹ and these By-Laws, Corporate, and co-operative members must supply the Co-operative in writing the name of the person who shall represent the corporation or co-operative, as well as the name of an alternative representative.

2.4. Application for membership shall be made to the Co-operative in writing in the form prescribed by the Co-operative. A member may belong to only one Membership Group. The applicant shall indicate within which of the two membership groups the application is to be considered.

2.5. The application shall be considered and dealt with by the Board and shall be approved by majority vote.

2.6. An applicant who is approved for membership by the Co-operative shall be required to purchase the required number of shares before becoming a full member of the Co-operative. Additional shares may be determined by the membership from time to time.

¹ Section 81

(1) Where a corporation, partnership, firm, or association is a member of a co-operative, that co-operative shall recognize a person authorized by a resolution of the directors or governing body of that corporation, partnership, firm, or association to represent it at meetings of the co-operative.

(2) A person authorized under subsection (1) may exercise, on behalf of the corporation, partnership, firm, or association he or she represents, all the powers the corporation, partnership, firm, or association could exercise as a member.

2.7. Change of Membership Category

2.7.1. Any member who wishes to change their membership category may do so by applying in writing to the Board. The change of membership must be approved by a majority of the Board.

2.7.2. Any vendor member who has not vended at a regular SJFM Market within the preceding 12 months, may have their membership category changed to a consumer membership upon the approval of the Board.

2.8. A member wishing to withdraw from the Co-operative shall give written notice to the Co-operative stating their official date with which they wish to withdraw.

2.9. If, in the judgment of the Directors, a member acts against the best interests of the Co-operative based on the objectives and values of the organization in section 1.3 and 1.4, they may be expelled. After due notice to the member, in accordance with Section 84 (3)² of the Act, the Directory may submit the name of such member to any general or special meeting of the Co-operative. A member may be expelled by the majority of those who are present and entitled to vote at any general or special meeting of the Co-operative.

2.10. The Board may vote to terminate the membership of a member if the Co-op is not able to contact the member for a period of 2 years. Any such termination is subject to the approval of the membership by majority vote. Any member so terminated shall have a right of appeal as described in section 85 of the Act.³

2.10.1. Notice of this termination and the methods of participation in the Co-operative shall attempt to be provided to any member who has not engaged with the Co-operative over a period of one year. If no reply is received from the member, formal notice shall be issued in writing 6 months in advance of the earliest potential termination date.

2.10.2. Pursuant to section 85 of the Act, the Co-operative may purchase back the shares of any member whose membership is terminated in this manner.

² Section 84

(3) Members may terminate the membership of a member where:

- (a) that member has received at least 10 days' notice from the board of the meeting at which his or her membership is to be considered; and
- (b) the termination is approved by a majority of the board.

³ Section 85.

(1) Where a person's membership is terminated under section 84, he or she may appeal that termination to the members in the manner required in the by-laws, and the members shall confirm or set aside the resolution terminating the membership.

(2) Notwithstanding subsection (1), a person whose membership is terminated for failure to pay fees, assessments, rent or occupancy charges or to fulfil other financial obligations to the co-operative is not eligible to appeal the termination to the members under subsection (1).

(3) Where a person appeals the termination of his or her membership, notwithstanding the resolution terminating his or her membership, he or she continues to be a member until the termination of his or her membership is confirmed by the meeting of the board of directors or by the members under this section.

3. Membership Shares and Member Loans

3.1. The par value of a membership share in the Co-operative shall be fifty dollars (\$50.00), which shall never be withdrawn, transferred, repaid, or otherwise disposed of at more than the par value. As a Community Service Co-operative, the Co-operative shall pay no interest on membership shares.

3.2. Purchase of shares may be made in any of the following ways:

- Full payment upon membership approval,
- Up to two installments of \$25 paid within three months after being accepted as a member.

3.3. The Co-operative shall have a lien on shares and/or member loans of any member or any debt owed it by that member and may offset a sum credited to that member in the form of shares in or toward the payment of the debt.

4. Allocation of Surplus

4.1. As per Section 55 of the Act, where the Co-operative has a surplus in a fiscal year, the Directors shall apply the surplus:

4.1.1. First to pay taxes due,

4.1.2. Second, to retire all or part of a deficit it has previously incurred, and

4.1.3. Third to maintain a reserve that the Co-operative is required to maintain under this Act or its by-laws.

4.1.4. The balance of the net surplus, if any, shall be used exclusively in promoting the objectives of this Co-Operative as per Section 1.4 of these By-Laws.

5. Meetings

5.1. At all meetings of the membership, a quorum shall consist of at least 35 members. In addition, a quorum shall require at least one member from each membership group to be present.

5.2. Notice of Meeting:

Notice of all meetings shall be given at least 21 calendar days and more than 30 calendar days before the date of the meeting. Notice of the meeting will be shared to the membership via email, relevant social media channels, or by any other means determined appropriate by the membership.

5.3. Annual General Meeting

5.3.1. As per Section 69 of the Act, the Annual General Meeting of the Co-operative shall be held within four months of the fiscal year end as determined in the Articles of Incorporation. Should an

extension be required, the Co-operative would apply to the Registrar of Co-Operatives for permission. The date and time of the location of the meeting shall be fixed by the Directors.

5.3.2. Upon recommendation from the Board, the members of a Co-operative shall, by resolution at the annual general meeting, appoint an auditor for the current fiscal year.⁴

5.3.3. The financial statements and where applicable, the auditor's report, shall be made available to members who request a copy, not less than 10 calendar days immediately before the annual general meeting.⁵ At the AGM, the Board will present or arrange to present the audited financial statements for the previous fiscal year.⁶

5.4. AGM & Other Special Membership Meetings Convened by Electronic Means

5.4.1 Subject to these by-laws and as per Section 72.1 of the Act, members entitled to attend an AGM or other Special Membership Meeting may participate in the meeting by telephone, electronic means or other method of communications that permits all participants to communicate with each other during the meeting and only where the Co-operative approves and makes available the method of communications by which the members can attend the meeting. Directors may determine that a meeting of members shall be held entirely by this method.

5.4.2. As required by Section 82(6) of the Act, a member entitled to vote at such a meeting may do so via the technology used to conduct the meeting provided that the vote count can be subsequently verified and that how any member voted cannot be identified. For the purpose of the Act and these By-laws, a member participating in such a meeting as outlined here is considered to be present at the meeting.

5.5. Regular Membership Meetings

As per Section 69 (4)⁷ of the Act a regular meeting of the membership may be held at such place and time as the Directors may determine.

5.6. Special Membership Meeting Requested by Members

As per section 70(1)(a)⁸ the Board shall convene a special meeting of the members upon receipt of a written request of 10% of the members of the Co-op. The Board must call the Special meeting within 20 calendar days of receiving the request. Notices calling Special Meetings shall clearly state the nature of the business to be transacted and only business so specified in each Notice shall be transacted at said Special Meeting.

⁴ 91. (1) The members of a co-operative shall, by resolution at the annual general meeting, appoint an auditor.

⁵ 90. The financial statements and where applicable, the auditors report, shall be made available to members who request a copy, not less than 10 days immediately before the annual general meeting.

⁶ 89. The directors shall place before members at the annual general meeting of a co-operative.

(a) financial statements relating to the previous fiscal year;

(b) where applicable, the report of the auditor; and

⁷ 69 (4) The by-laws of a co-operative may provide for holding semi-annual or other periodic meetings.

⁸ 70 (1) The directors shall call a special meeting of the members on receipt of a written request specifying the purpose of the meeting

(a) where a co-operative has more than 50 members, not less than 10% of those members.

5.7. Voting

5.7.1 Only members of the Co-operative who have satisfied the terms of full membership set out in these By-Laws shall have the right to vote.

5.7.2. A member needs to be in 'good standing'.

5.7.3. Voting shall be done by a 'show of hands'.

5.7.4. When directed either by the chairperson or if five or more members disagree with the initial vote by a show of hands, they may request that the vote be taken through a ballot vote instead.

5.7.5. A secret ballot must be held when electing Directors.

5.7.6. No member shall have more than one vote at any meeting of the Co-operative.

5.7.7. No member shall vote on behalf of another member or other members.

5.7.8. In the case of a tie the motion shall be deemed lost.

5.8. Valid Actions at Meetings

5.8.1 The Chairperson or other designate, as determined by the Board, shall preside over membership meetings.

5.8.2 When a quorum of 35 members is present at a membership meeting, a majority of the members present, and entitled to vote, shall decide the relevant matters, unless a larger number may be required by law, by the Articles, or by these By-Laws.

5.8.3. "As per Section 75(3) & (4) of the Act, if no quorum is present at the beginning of a membership meeting, the Chair shall adjourn the meeting to a date within seven (7) days thereafter, and the decisions made and all business conducted at the adjourned meeting shall be considered lawful and legitimate and binding upon the members, regardless of the number of members then present. The notice of said adjourned meeting shall be communicated to the members in any general notices of the original meeting."

6. Board of Directors/ Executive Committee

6.1. The Board shall consist of twelve Directors.⁹ Six Directors shall be elected from and by each of the two membership groups.

6.2. At the Annual General Meeting following incorporation of the Co-operative, the Co-operative shall elect a Board consisting of up to six Directors from and by each of the two Membership Groups.

6.2.1. At the first AGM, up to three Directors from each group shall be elected for one year.

6.2.2. Up to three Directors from each group shall be elected for two years.

6.2.3. In subsequent elections, directors shall be elected for two-year terms. Directors whose terms have expired may stand for re-election. However, no directors may serve for more than five consecutive terms.

6.2.4. Should a vacancy occur on the Board for any reason (death, resignation, or removal), the Board may appoint another member from that membership category of the Co-operative to fill that vacancy until the next AGM.

6.2.5. A director may be removed per section 49 of the Act. The Board of the Directors may do this by convening a meeting of the membership group that the director belongs to and there is a $\frac{2}{3}$ vote.
¹⁰

6.3. Each Membership Group shall nominate and vote from within its member group, candidates for election to the Board. Election of directors shall be by secret ballot only. Ballots shall be destroyed once elections have concluded.

6.4. At meetings of the Board a quorum shall consist of a majority of the Directors and shall also require that at least one Director from each Membership Group be present.

6.5. At the first Board meeting, following the Annual General Meeting, the Board shall elect the following Executive Officers: Chairperson, Vice-Chairperson, Secretary, and Treasurer¹¹.

6.6. Should the most recent past chairperson continue to serve on the Board as an elected member, for one year following the end of their term they will occupy the Executive Office of Past Chair. Should they not continue to serve on the board as an elected member, they may sit on the board as an Ex Officio member.

⁹ 35. (5) Where a vacancy exists on the board of directors, the remaining directors, provided that there is a quorum, may exercise all the powers of that board of directors and proceed to fill the vacancy for the unexpired term.

¹⁰ 49. (1) The members of a co-operative may, by a resolution approved by a $\frac{2}{3}$ majority of the votes cast at a general or special meeting, remove a director from office and may fill the vacancy resulting from that removal in accordance with this Act.

¹¹ In 2023, the Secretary and Treasurer roles are to be combined into a single 'Secretary/Treasurer' role.

6.7. The duties of the Executive Officers shall be as follows:

6.7.1. Chair shall:

- In collaboration with the Executive Director, represent the interests and perspectives of the Co-operative to other organizations, the press, and the public as directed by the Board;
- Collaborate in the planning, agenda building, and calling of all meetings of the Board;
- Chair meetings of the Board, unless otherwise indicated by the Directors or where the Chair wishes to engage in debate on a specific item agenda or motion before the Board, where they will temporarily vacate the Chair in favour of either the Vice-Chair or other Director;
- Exercise a vote on all matters brought before the Board;
- Develop cohesiveness and team work amongst the Board;
- Direct and guide the Board in fulfilling its duties and responsibilities to ensure the Co-operative achieves its mandate;
- Ensure the Board's compliance with all governance documents including Articles, By-Laws, Policies & Procedures, and agreements;
- Generally, represent the Co-operative and sign all legal documents;
- Be one of the signing officers along with the Secretary/Treasurer on all accounts; and
- Assume all other duties that are normally incidental to the position of Board Chair or that, from time to time, may be assigned by the Board.

6.7.2 The [Immediate] Past Chairperson shall:

- Act as a resource to provide continuity and organizational memory;
- Provide advice and leadership to the Board regarding past practices and other matters to assist the Board in governing the Co-operative;
- Support the Chair and Vice-Chairperson on an as needed basis; and
- vi. Should the Immediate Past-Chair no longer be an elected member of the Board, the Past-Chair may continue to sit at the Board as an ex officio member in an advisory capacity without voting or Director privileges.

6.7.3 Vice-Chair shall:

- Fulfill the responsibilities of the Chair when required or directed by the Board, or when the Chairperson is unable to;
- Assume other responsibilities as indicated by the Board of Directors;
- Collaborate with the Chair in the planning, and calling of all meetings of the Board as needed or requested;

- Exercise a vote on all matters brought before the Board;
- Develop cohesiveness and team work amongst the Board;
- Assist in the direction and guidance of the Board in its fulfilling of its duties and responsibilities in ensuring the Co-operative achieves its mandate; and
- Ensure the Board's compliance with all governance documents including Articles, By-Laws, Policies & Procedures, and agreements;
- Assume all other duties that are normally incidental to the position of Board Chair or that, from time to time, may be assigned by the Board in the absence of the Chair.

6.7.4 The Secretary/ Treasurer shall:

- Keep or arrange to be kept accurate financial records of all types related to the operations and activities of the Co-operative;
- Ensure that financial records are kept in accordance with generally accepted accounting principles and within guidelines and recommendations provided from time to time by the Co-operative's Auditor;
- Provide the Board with a monthly Financial Report, and present same at Board Meetings where possible;
- Work closely with the Executive Director to ensure that all financial recording systems are working properly and provide support where necessary;
- Serve as Chair of the Finance Committee and actively recruit quality participants thereto;
- Collaborate with the Executive Director and accountant/auditor to initiate and oversee all audits and other financial procedures required under the Act or the By-laws or as requested, from time to time, by the Board;
- Collaborate with the Executive Director in preparing the annual budget; and
- Provide oversight for the capturing of accurate meeting minutes and ensuring the secure storage of the Co-operative documents.

6.7.5. Executive Director

Reporting to the Co-operative's Board, the Executive Director will provide oversight and management of all operations and ensure that the organization is financially stable, achieving its mission, and positioning the St. John's Community Market for the benefit of both the Co-operative and the Community at large.

6.8. Vacancies within the Executive Committee shall be filled by election at the next meeting of the Directors and that person shall hold office until the next Annual General Meeting.

6.9. An Executive Officer may be removed from the executive officer position based on a majority vote on a resolution of the Board.

7. Committees

7.1. The Directors of the Co-operative will ensure that the following standing committees are active and chaired by a Director of the Board. These four standing committees are:

- Executive Committee -Chaired by the Chair

- Finance Committee - Chaired by the Secretary/Treasurer
- Governance Committee
- Membership committee

7.2. Terms of Reference

7.2.1. All Committees shall be assigned responsibilities for the efficient conduct of the affairs and business of that service or operation. Each Committee shall have a Terms of Reference (TOR) which is developed and approved by the Board. Terms of Reference to include but not be limited to: name of committee, composition, chairperson, specific function and duties, minimum meeting requirements, reporting requirements, power and authority and required resources. These TOR's will live in the SJFM policy documentation.

7.2.2. All committees are advisory. Recommendations/plans for action from the individual committees need to be approved by the board.

7.3. Each Committee shall be chaired by a Director. All voting members of Committees shall be members in good standing of the Co-operative. Ex-Officio committee members may be appointed, provided they demonstrate the appropriate interest, background, and expertise to contribute to the mandate of the Committee.

7.4. The Board may appoint ad-hoc committees as needed.

8. Corporate Indemnification

8.1. Subject to the provisions of the Co-operatives Act, every Director and senior officer or his/her heirs, executors and administrators, and estate and effects, respectively, shall at all times be indemnified and saved harmless out of the funds of the Co-operative, from and against: all costs, charges and expenses whatever that such Director or Officer sustains or incurs in or about any section, suit or proceeding that is brought, commenced or prosecuted against the Director or Officer, for or in respect of any act, deed, matter or thing whatever, made, done, or permitted by the Director or Officer in or about the execution of the duties of his/her office; and all other costs, charges and expenses that the Director or Officer sustains or incurs in about or in relation to the affairs thereof.

8.2. The Co-operative shall obtain and maintain a Director and Officers Liability insurance policy.

9. Dissolution

If, for any reason, the affairs of the Co-operative are dissolved or wound up and there remains after satisfaction of all liabilities, including shares and loans, any property whatsoever, it shall be distributed in accordance with Section 115 (5) of the Co-operatives Act.

10. Resolutions

10.1. Sponsors of Resolutions

Subject to these by-laws, resolutions for consideration at an AGM or Special Membership Meeting may be submitted by the Board or by any member of the Co-operative.

10.2. Duty of Board to Issue Call for Resolutions & Notify Members of any Policies

Subject to these by-laws, the Board shall, 3 weeks prior to a first AGM notice and to allow members' compliance with any by-law notices, issue a general call for resolutions and notify all members of any and all policies and procedures related to the format, submitting, processing and dispensing of said resolutions at an AGM or Special Membership Meeting.

10.3. Special Resolution Required to Amend Articles & Certain By-Laws

Subject to these by-laws and for matters that are fundamental and significant to the genesis and nature of the Co-operative, submission of a "Special Resolution" is required to consider amendments to certain Articles and by-laws, described as below:

- a) For the Articles: Any information contained in Articles of Incorporation, Form 1A and Schedule "A" which includes: Name, Place of Registered Office, Minimum & Maximum Number of Directors, and Purpose & Objects of the Co-operative.
- b) For the By-Laws: All amendments to any Articles or subsections.

10.4. Incidental Resolutions

Any resolution of an incidental nature, which does not affect policies, by-laws, or operations of the Co-operative, may be introduced during the AGM without prior notice.

10.5. Board Capacity to Make Policy Regarding Resolutions

The Board may, from time to time, devise and enact such policies, procedures, and protocols as are necessary for the democratic, efficient, and effective consideration and disposition of all resolutions.

11. Amendments

These By-Laws or any part thereof may be repealed or amended by a Resolution of the Co-operative, passed in accordance with the Act.

11.1. Super-majority Requirement for Amendments

These by-laws may be amended by a two-thirds (2/3) majority vote of the members participating in an AGM or Special Membership Meeting.

11.2. Notice Requirements to Members for By-law Amendments

All members of the Co-operative shall be notified of any proposed amendments at least 30 calendar days prior to the AGM or Special Membership Meeting at which the proposed amendment is to be considered.

12. Director Conflict of Interest

Whenever a Director or Officer has a financial or personal interest in any matter coming before the Board, the affected person shall a) fully disclose the nature of the interest and b) withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the Co-operative to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention, and rationale for approval.

Appendix II

The Co-operatives Act, SNL 1998, c. C-35.1

The most up to date and complete version of the
Cooperatives Act may be found on the Government of

Newfoundland and Labrador website here:

<https://assembly.nl.ca/Legislation/sr/statutes/c35-1.htm>