

**CONSTITUTION AND BY-LAWS FOR
THE NORTH CREEK FARMERS' MARKET ASSOCIATION**

CONSTITUTION

ARTICLE I - NAME

The name of this organization shall be THE NORTH CREEK FARMERS' MARKET ASSOCIATION.

ARTICLE II - - PURPOSE

The purpose of the Farmers' Market Association is to provide a service to the community in three ways:

1. It provides an economic market place for the area producers to sell their crops, baked goods, other produce, and for area craft persons to sell their homemade wares.
2. It offers the consumer a source of quality, locally grown produce and homemade products, as well as a source of unique, handcrafted items made by area artisans.
3. It provides a center of activity in the market location. Displays, distribution of literature, games, and other activities are planned to encourage the whole family to come and stroll through the market area. This in turn stimulates other activities for the merchants in the market area and benefits the whole community.

ARTICLE III-- MEMBERSHIP

Any persons residing in Warren, Washington, Saratoga, Clinton, St. Lawrence, Essex, Franklin, Fulton, Hamilton, or Rensselaer Counties in New York, engaged in the growing of farm products, who agrees to abide by the Rules and Regulations of the Association, may become a member upon the approval of the Board of Directors. Membership is also open to persons who make their own homemade products or crafts and agree to abide by the Rules and Regulations of the Association. Special membership privileges may be granted to persons or organizations that want to support our organization but may not want to be vendors. The Board of Directors will consider each such member individually. The Board of Directors has the authority to review and accept applications from vendors outside currently recognized counties on an as-needed basis for the benefit of the markets. Emphasis shall be given to those vendors of products not currently available at the markets.

ARTICLE IV-- OFFICERS AND BOARD OF DIRECTORS

At a general meeting to be held in February or March, officers of the Association will be elected by the membership. The officers will comprise the Board of Directors. Any member of the Association is eligible to run for an office.

Only one person per membership may serve on the Board of Directors at the same time. Only one vote is permitted per Board member even though a Board member may hold more than one office at any time.

The following officers are to be elected annually and may not serve more than three consecutive one-year terms in the same office: PRESIDENT, VICE-PRESIDENT, SECRETARY, TREASURER, AND MARKET MANAGER. Other officers may be elected as the need arises.

ARTICLE V--MEETINGS

1. An association meeting will be held each year, one in the month of February or March on the dates designated by the Board of Directors. Special meetings may be called at such other times as the Board feels necessary.
2. The Board of Directors shall meet as necessary to transact the business of the Association, which cannot be accomplished at the regular Association meetings.
3. Members in good standing shall have the privilege of voting at all Association meetings. Members are allowed one vote per membership.

ARTICLE VI

A Nominating Committee consisting of (3) members of the Association shall be appointed by the President before December 1. The committee will consist of two board members and one non-board member.

The President shall designate a chairperson for the committee. The duties of the Nominating Committee will be to prepare a slate of officers for the annual elections to be held at the February or March meeting of the Association. The Secretary shall notify the membership of the proposed Slate of Officers at least 10 days prior to the election.

ARTICLE VII-- RECORDS

Every member shall have the right to examine, for any reasonable purpose, the books, records, roster of membership and other appropriate records of the Association. They may be examined by appointment only with the appropriate officer.

ARTICLE VIII -- FISCAL YEAR

The fiscal year shall be January 1 through Dec 31.

ARTICLE IX -- SPENDING OF MONIES

Proceeds derived from annual membership fees and stall rental fees shall be used to pay expenses of the Association. Should the Association dissolve or become inoperative, any remaining money shall be disposed of according to the recommendation of the Board of Directors with the approval of the membership and consistent with applicable laws.

ARTICLE X -- RULES AND REGULATIONS

The Rules and Regulations, formulated by the Board of Directors and approved by a majority of the members present at a membership meeting, shall be in effect until changed or amended.

They may be amended at any meeting of the Association by a majority vote of the members present, provided due notice of such proposed changes be mailed or emailed by the secretary to the entire membership not less than 10 days prior to the said meeting.

ARTICLE XI-- AMENDMENTS

The Constitution and By-Laws may be amended at any meeting of the Association by two-thirds vote of the members present, provided due notice of such proposed amendments be mailed or emailed by the secretary to the entire membership not less than 10 days prior to the said meeting.

BY-LAWS

1. The duties of the Board of Directors shall be to transact all business of the Association which cannot be transacted at the regular Association meetings; to establish the policies of said Association regarding program of activities; to authorize all contracts for services and supplies; to prepare a budget for each operating period (space cost, insurance, advertising, other) and recommend rental fees per stall, subject to the approval of the membership.

2. **MEMBERSHIP AND FEES-** Membership will include one person or a household selling at one space. All vendors selling at the market are encouraged to be members of the Association. Vendors may share space provided that each pay a separate membership fee and full stall fee subject to the approval of the Board of Directors.

A. Existing Members (Member from previous year):

The membership fee will be payable with the submittal of the application.

If the completed application and the membership fee are not postmarked by the due date as specified on the application, the Board may terminate the membership status of the applicant.

Stall rental fees are due May 31. Members will receive one written notice from the Treasurer by June 15th stating the amount that is due July 1 or the contract is voided. If a vendor is approved by the Board of Directors for a market(s) and the vendor chooses not to accept that market(s), then he/she must notify the Secretary by June 1st. Failure to do so may result in stall fees not being refunded.

B. New Applicants:

New applicants will submit a completed application and a non-refundable \$10.00 (Ten Dollar) application fee to the address stated postmarked by the requested date; applications received after the application deadline will be reviewed at the discretion of the Board. If the Board approves the application and the applicant accepts the market(s), then the membership and stall fees must be paid in full by the requested date.

If an applicant applies for market(s) and is unable to attend any requested market(s) due to the Board's decision, that person's name will be maintained on the waiting list for the requested market(s) until he/she is approved by the Board.

3. The dates, days, times, and locations for the markets will be established annually by the Board of Directors. The members will be notified of the dates, days, times and locations, and such information will also be publicized. All

information in regard to dates, days, times and locations for each of the markets will be duly recorded in the minutes of the meetings at which they are established.

4. The Board of Directors shall be responsible for obtaining the necessary insurance, permits, licenses, and permission for each market site from municipal and other groups affected by the market. The Board may appoint the President or another officer to transact such business.

5. The PRESIDENT shall call a meeting of the Board of Directors at any time when in his/her judgment, there is business to be transacted. He/She shall appoint all committees from the Board of Directors and the Association membership and delegate authority to the committees to assist the Board in performing any duties necessary to promote the interests of the Association. Special meetings shall be held upon call of the President or by written request by a minimum of three-quarters of the Board Members. The President shall preside at all meetings of the Association.

6. The VICE-PRESIDENT shall perform all duties of the President in the President's absence.

7. The SECRETARY shall keep a record of the proceedings of all meetings, a record of attendance at all meetings, send a written notice to all members at least one week prior to each meeting, mail or email to all members of the proposed Slate of Officers at least 10 days prior to the election, attend to all the correspondence of the Association, and perform any duties for the Association assigned by the Board of Directors. Additionally, the Secretary shall keep records of all markets, have possession of market books when markets are ended, make up new listings for the following year, have an up to date file of all members and their attendance at the designated markets, obtain market show permit numbers for the market locations, and file the New York State Tax reports as required by law. He/She may appoint a committee if necessary in consultation with the President and delegate responsibilities to various members of the Association appointed to that committee.

8. The TREASURER shall collect and hold all Association money in bank accounts and pay all bills consistent with By-law 11. The Treasurer shall present the books and records annually to the auditing committee consisting of a minimum of two members appointed by the President. The Treasurer shall complete financial records and present a report at each meeting of the Association. He/She shall present a detailed year-end report to the Board of Directors and is responsible for preparing a preliminary budget for the upcoming year. He/She shall also notify each member in writing prior to June 15th of the total balance of all fees due July 1.

9. The MARKET MANAGER for each designated market will supervise that market's operations for the Association. His/Her instructions are to be followed by all vendors or their representatives at the markets. No other officer is to direct vendors while at the market, nor is any other vendor to attempt to direct another vendor.

All observed or suspected violations by any vendor are to be reported to the Market Manager and only he/she will determine and direct appropriate action. The Market Manager shall be responsible to the Board of Directors and shall report any violations of the Rules and Regulations to the President. The Market Manager shall designate another member to act in his/her behalf when he/she is unable to attend a market.

10. The Board of Directors will appoint a person or committee to publicize the markets.

11. Any member who has been assigned a budget is responsible for that budget, collecting the bills, signing them off, and presenting them to the treasurer for payment. However, proposed projects must receive approval from the Board prior to implementation.

12. In the event of any vacancy on the Board of Directors, the remaining members of the Board shall appoint any member of the Association in good standing to fill the vacancy until the term expires on Dec 31.

13. Robert's Rules of Order shall be followed at all meetings.

14. It shall further be in the duty of the Board of Directors to promote the farmer's markets by regulation and management. Accordingly, the following Rules and Regulations are hereby adopted.

RULES AND REGULATIONS

(January 2011)

FOR GOVERNING THE OPERATION OF THE NORTH CREEK FARMERS' MARKET

1. The Association shall be known as the North Creek Farmers' Market Association.
2. The use of the markets is restricted to members who are approved by the Board of Directors and who are bona fide growers, crafters, producers of homemade products, or other vendors as approved by the Board of Directors.
3. The markets will be open rain or shine. Vendors may set up at their market sites up to two hours before the markets open. For safety reasons, vendors should have their vehicles and their stands in place before the opening of the markets. Vendors must have their market sites dismantled, packed up, and cleaned within forty-five (45) minutes of the market closure.
4. Crafters will be limited to no more than 30% of the total number of vendors at each market.
5. Each vendor will be responsible for all equipment and supplies for the setup of a booth (table, scales, bags, signs, etc.). Vendors who provide samples and/or products which result in waste material (such as corncoobs, rinds, cups) at the market shall provide their own containers for such waste disposal and advertise same.
6. Vendors must identify themselves by posting an easily read sign giving the name and address of the vendor and the "farm" name where appropriate. Emphasizing "LOCALLY" grown products is important for the image of the market.
7. The membership fee in the North Creek Farmers' Market Association shall be established annually by the Board of Directors, subject to the approval of the membership, and recorded in the minutes of the meeting. The annual membership period is from January 1 through December 31.
8. No vendor or his/her representative shall be permitted to sell at any market until the vendor's membership is approved by the Board of Directors.
9. The stalls or areas for selling shall be determined annually by the Board of Directors and approved by the membership.
10. No vendor has the right to sub-lease or rent his market stall.
11. Vendor or Membership transfer rights may exist within the member's immediate family. Upon death or retirement of a member, the membership rights of that member may be transferred to a member of the immediate family (spouse, son, or daughter) provided a history (three of the previous five years) of this individual's activity with the enterprise of the Farmer's Market is known or can be established. Any transfer of membership rights must be approved by the Board of Directors. If the vendor's enterprise is sold outside the family, the rights and privileges of the membership in the Association may not be sold with the business.
12. IT IS ABSOLUTELY AGAINST THE POLICY OF THE ASSOCIATION FOR ANY MEMBER TO PURCHASE ITEMS AND RE-SELL THEM AT MARKETS. Only items approved for a specific market which are produced or made by a member or his/her household, on land owned or rented by that member may be sold or given away by him/her or their household or a representative (employee) at the market. Only products produced or made within the membership areas of Warren, Washington, Saratoga, Clinton, St. Lawrence, Essex, Franklin, Hamilton, Rensselaer, Montgomery or Fulton Counties may be sold at the markets, with the exception of special permission by the Board of Directors.
13. Vendors selling bedding plants, hanging baskets, or potted plants, may sell only if grown by them from seeds, plugs, dormant roots or bulbs, or cuttings.
14. The vendor must be in full control and supervision of the individual steps of production of crops including tilling, planting, cultivating, spraying (if applicable), harvesting, and post harvest handling with his/her own

machinery and labor. For vegetables and small fruits, rental of local fallow land is permitted. Rental of orchards is permitted by individuals who can meet requirements of the first sentence on Rule and Regulation 14. Any other arrangement must be submitted in writing with the member's application for action by the Board. The Board reserves the right to ask for letter of clarification from a member for any product or request.

15. All baked goods must be fresh baked and prepared from scratch (no commercially prepared dough mixes, crusts, pie shells, or fillings).
16. An item once approved by the Board for a member at a specific market will generally be re-approved for the following season provided it is marked properly on the member's application. However, the Board reserves the right to deny an item or product at their discretion.
17. Each market is supervised by the Market Manager for that particular market. All vendors participating in a specific market should know the identity of the Market Manager and be familiar with his/her responsibilities as covered in item 9 of the By-Laws. The Market Manager or his/her designee shall display Market Manager Identification while carrying out the duties of this office at the markets. The market manager is also responsible for the acquisition, displaying, and maintenance of their market signs.
18. If a member observes an apparent infraction of Rule and Regulation 12, a written complaint should be forwarded to the Market Manager of that particular market or to the President.
19. The representative of the member shall act solely as the member's agent and will be subjected to appraisal by the Market Manager and/or the Board of Directors in regard to conduct, abiding by the Rules and Regulations, or other matters which pertain to the best interest of the Association.
20. All licenses, sales permits, sales tax information and other requirements for the sale of any item shall be the responsibility of the vendor. Each vendor is responsible for meeting all applicable federal, state, and local laws and regulations which affect local vendors.
21. Any vendor who is identified by the Department of Agriculture and Markets as having violated the Rules and Regulations of the Farmers' Market Nutrition Program will be subject to disciplinary action by the Board of Directors.
22. No live animals may be brought to or sold at the market by any vendor without permission of the Board of Directors.
23. Each vendor shall keep his/her market space free from refuse during market hours. Empty containers and equipment shall be kept in an orderly manner and confined to the space of a specific vendor. This also includes the requirements of health authorities. Each vendor shall clean up his/her space after each market period.
24. Each vendor shall remain on his/her own market space when selling products. Sales shall be conducted in an orderly business manner. No shouting, hawking, or other objectionable means of soliciting shall be tolerated. Vendors shall exhibit courtesy and cooperation to customers and to other vendors selling at the market.
25. Each vendor agrees to make his/her stand and products offered for sale as attractive as possible. **PRICES SHALL BE PLAINLY DISPLAYED TO THE CUSTOMER.** Displays of produce facing walkways must be arranged so as not to endanger the safety of the customers. Displays must be a reasonable height off the ground and in accordance with health regulations. (NOTE: Products that can easily be seen, touched, smelled, and sometimes tasted, will usually sell more readily.)
26. Vendors may charge whatever they wish. Being aware of retail prices is advised and will be helpful when setting prices.
27. If requested, receipts for the membership fee and the stall rental fee shall be provided to all members by the Secretary, the market Manager, or the Treasurer.

28. The Association shall carry public liability insurance for each market area. The insurance is to include property damage, bodily injury and product liability to protect the Association and the Board of Directors for their action on behalf of the Association. Because of the potential liability involved, it is suggested that each individual vendor carry his/her own insurance (see Safety Considerations, Item 1).
29. Vendors are encouraged to attend all Association meetings.
30. Vendors will be assigned to the market locations according to market spaces available at market sites, seniority, type of product, and previous market attendance. All vendors will receive written notification of their market assignment and approved items.
31. Any vendor may apply to the Board of Directors for a leave of absence on a yearly basis. However, the member must continue to pay his/her membership fee and twenty dollars (\$20.00) for each market site that he/she had previously been approved for. This will guarantee the member's current position in those assigned markets for the next year. At the board's discretion, this space may be assigned to another vendor as described in Rule 30 above on a yearly basis. If this vendor selected by the Board does not wish to participate in the market that year but wishes to maintain his/her position on a waiting list for that market, then that vendor must also pay \$20.00 for the year of refusal in addition to their membership fee. Otherwise, the member will go to the bottom of that waiting list. The member on leave shall inform the board on his/her application of his/her intent to return to the market site. Upon return of the member on leave, the member filling the leave of absence will lose his/her position at the market and be maintained on the waiting list in his/her original position for that market site.
32. Vendors may sell or give away only those items listed, which have been designated and approved on their annual membership application.
33. The Association reserves the right to cancel the privileges of any vendor who, in the opinion of the Board of Directors, has willfully violated the Rules and Regulations governing the Association and the markets.
34. Members of the Board reserve the right to inspect any farm or establishment with advance notice if possible, as often as needed throughout the year. Inspections will be made only with a member or his/her representative present unless otherwise permitted. Members must provide any help necessary to thoroughly document products and conditions recorded at the inspection. The member will be notified in writing of the results of the inspection within seven days of the inspection.
35. Vendors are requested to contact the Market Manager no later than 2 hours before the market operation should they be absent from that day's market.
36. Each vendor shall follow all "Safety Considerations" attached.
37. The above Rules and Regulations are to be enforced by the Board of Directors of the Association, who are responsible for the overall management of the markets.

SAFETY CONSIDERATIONS FOR FARMERS' MARKET - January 2011

1. Vendors are required to carry their own insurance to cover them during the farmers' market, listing the North Creek Farmers' Market as the policy holder (the insurance held by the Association does not protect individual vendors).
2. Signs advertising the markets should be positioned in a manner that will not obstruct the view of drivers or the walkway of pedestrians.
3. Prior to opening of a market, the area should be policed to remove any trash or litter that may cause injury. Continued vigilance is necessary during and after the market to keep trash in its place.
4. Care should be exercised to keep the market area dry and slip resistant.

5. Vendors should have their vehicles and stands in place before opening of the market. Care should be exercised to keep materials out of the walkway during set-up.
6. Vehicles should have parking brakes set and/or wheels chocked.
7. No vehicles should be allowed in the walkway during the market.
8. Vendors should avoid bringing unsafe vehicles to the market such as those leaking liquids or having any other defect, which may cause peril at the market.
9. Display tables, boxes, baskets, etc. should be free of sharp edges, splinters, nails, staples, or anything else which may cause injury.
10. Vendors' stands should be safe and orderly; umbrellas, tarps, and signs should be securely anchored to prevent movement by the wind; they should not hang over the walkway to create a hazard.
11. Vendors should create a straight line of displays to minimize the likelihood of a customer mishap. Merchandise, boxes, tables, etc. must be kept within the vendor's space and be arranged in a manner to prevent customers from tripping over anything.
12. Vendors should either create a customer walkway through their area or barricade it to prevent access; any other option could create a hazardous condition.
13. Perishable items should be displayed so as to prevent contamination or spoilage.
14. Baked goods and processed items must comply with the Ag and Markets Department and the Health Department Standards regarding preparation, display, and disclosure of ingredients.
15. Produce exposed to chemicals, as a part of production process, should not be sold until the recommended time for chemical degeneration has passed.
16. All bagging and weighing should be done in accordance with the rules and regulations of the Department of Ag and Markets.
17. Vendors should be able to provide customers with accurate information regarding the production of their product.
18. Vendors are not to bring pets to the markets.
19. Customers should be discouraged from riding bicycles and bringing pets into the market area.
20. Any unsafe conditions should be reported to the Market Manager.
21. The Market Manager has the authority to take immediate action (if necessary) when there is a question of safety.