

## **CONSTITUTION AND BY-LAWS FOR THE GLENS FALLS FARMERS' MARKET ASSOCIATION**

### **CONSTITUTION**

#### **ARTICLE I - NAME**

The name of this organization shall be THE GLENS FALLS 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 "Town Square" center of activity in the market locations. Coordinating with Government and Community groups, 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**

1. Membership in the Glens Falls Farmers Market Association is open to:

Growers: any person 18 years of age or older residing in Warren, Washington, Saratoga, Essex, Hamilton, Rensselaer or Fulton Counties in New York who is directly engaged in the growing of farm products in one of those counties, and who agrees to abide by the Constitution, By-laws and Rules and Regulations of the Association.

Producers: any person 18 years of age or older residing in Warren, Washington, Saratoga, Essex, Hamilton, Rensselaer or Fulton counties in New York who is directly engaged in creating their own products or crafts in one of those counties, and who agrees to abide by the Constitution, By-laws and Rules and Regulations of the Association.

Friends of Market: any person 18 years of age or older residing in Warren, Washington, Saratoga, Essex, Hamilton, Rensselaer or Fulton Counties in New York who individually or as a designated representative of an organization who wishes to work to enhance the success of the market and promote a more vibrant and healthy civic life in Glens Falls and who agrees to abide by the Constitution, By-laws and Rules and Regulations of the Association. Friends of Market members shall make up no more than 10% of the total membership and hold no more than 2 positions on the Board of Directors at any time.

A "Member in Good Standing" shall be a current member of the Association, with all membership dues, fees and fines paid and under no disciplinary action.

2. The Board of Directors will review and act on all applications for membership, and shall make decisions on these applications in the best interest of the Association. The Board of Directors also has the authority to review and accept applications for membership from Vendors and Producers living outside currently recognized counties who offer goods not currently available in the markets.

#### **ARTICLE IV-- OFFICERS AND BOARD OF DIRECTORS**

1. At a general meeting to be held in September or October, 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. The term shall run from November 1 – October 31.

2. 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.

3. The following officers are to be elected annually: PRESIDENT, VICE-PRESIDENT, SECRETARY, TREASURER, REGISTRAR, AND MARKET MANAGERS. Other officers may be elected as the need arises.

#### **ARTICLE V--MEETINGS**

1. A minimum of two Association meetings will be held each year, one in the month of February or March and one in September or October 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 any 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 – NOMINATING COMMITTEE**

A Nominating Committee consisting of (3) members of the Association shall be appointed by the President before October 1st of each year. The committee will consist of one board member and two non-board members. 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 September or October 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 and or other income shall be used to pay

expenses of the Association, or may be added to a development fund to be used for Board approved expenditures in the future. 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**

1. 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.
2. The rules and regulations may be amended at any meeting of the Association by a majority vote of the members present, provided the entire membership is notified of such proposed changes by the secretary not less than 10 days prior to the said meeting. The proposed changes may be discussed, further amended, and voted on at said meeting.

## **ARTICLE XI-- AMENDMENTS**

The Constitution and By-Laws may be amended at any meeting of the Association by a two-thirds vote of the members present, provided the entire membership is notified of such proposed amendments by the secretary not less than 10 days prior to said meeting. The proposed amendments may be discussed, further amended, and voted on at said meeting.

## **ARTICLE XII – Governing Documents**

A committee shall be convened every three years to review and, if necessary, suggest amendments to the Association's governing documents.

## **BY-LAWS**

1. **BOARD OF DIRECTORS** - 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), review and act on all applications for membership in the Association, review and act in participation of members in the various markets run by the Association, and assign stall spaces at those markets to specific Growers and Producers. The Board of Directors shall recommend rental fees per stall, subject to the approval of the membership.

2. **MEMBERSHIP AND FEES** - Membership will include one person, household, or organization selling at one space. All vendors selling at the market must be members of the Association. Vendors may share space provided that each pays 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 summer application.

If the completed application and the membership fee are not postmarked by the due date as specified on the application, a \$25.00 late fee will be imposed and/or the Board may terminate the membership status of the applicant.

Summer Stall rental fees may be paid in two installments for a member in good standing. The initial installment of fifty- percent (50%) is due by April 1<sup>st</sup> and the remaining fifty-percent (50%) must be postmarked no later than

August 1st. Failure to comply with this schedule will result in a twenty-five dollar (\$25.00) penalty payment per approved market and the loss of the right to attend any Association market until the stall fees and penalties are paid in full. Members will receive one written notice from the Treasurer by July 15 stating the amount that is due August 1. Installment privileges may be revoked at any time by the discretion of the Board. Winter market stall fees will be due by October 31<sup>st</sup> and members will receive an invoice from the Treasurer by October 24.

If a member is approved by the Board of Directors for a market(s) and the member chooses not to accept that market(s), then he/she must notify the Registrar prior to the Spring membership meeting (or the requested date) of this decision. 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 \$25 (twenty-five Dollar) application fee to the Registrar postmarked by the requested date; applications received after the Spring membership meeting for the markets 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 spring membership meeting or by the requested date. The Board will set and announce an open time period for new applications to be accepted for the winter markets.

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) for the season they applied. They may re-apply for the next season without paying the application fee as long as they apply for each new season. 3. **MEMBERSHIP MEETINGS** - The dates, days, times, and locations for the markets will be established annually by the Board of Directors, subject to the approval of the membership. 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.

3. **BOARD OF DIRECTORS** - 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.

4. **PRESIDENT** - 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 the 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.

5. **VICE-PRESIDENT** - The Vice-President shall perform all duties of the President in the President's absence. The Vice-President shall be responsible for the workshare program for all members, maintain the lists and records of the duties for each workshare, and present a report at each meeting of the Association.

6. **SECRETARY** - The Secretary shall keep a record of the proceedings of all meetings, a record of attendance at all meetings, notify all members at least one week prior to each meeting, notify 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.

7. **TREASURER** - 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. The Treasurer shall present a detailed year-end

report to the Board of Directors and is responsible for preparing a preliminary budget for the upcoming year. The Treasurer shall also notify each member in writing by July 15 of the total balance of all fees due August 1, and notify each member by October 1 of the total balance of all fees due October 15. The Treasurer will assess a returned check fee in the amount of any and all bank charges if a vendor's check is returned.

8. **REGISTRAR** – The Registrar 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 on all members and their attendance at the designated markets, obtain market show permit numbers (**if required**) 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. The registrar shall also coordinate the application process.

9. **MARKET MANAGER** – 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 members or their representatives at the markets. No other officer is to direct members while at the market, nor is any other member to attempt to direct another vendor.

All observed or suspected violations by any vendor are to be reported to the Market Manager and he/she will determine and direct appropriate action, when necessary in consultation with the President. The Market Manager shall be responsible to the Board of Directors and shall report any violations of the Constitution, By-Laws and 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. **BUDGETS** - 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.

11. **BOARD VACANCY** - 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.

12. **RULES OF ORDER** - Robert's Rules of Order shall be followed at all meetings.

13. **RULES AND REGULATIONS** - 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**

### **FOR GOVERNING THE OPERATION OF THE GLENS FALLS FARMERS' MARKETS**

1. The Association shall be known as the Glens Falls 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, craft persons, 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. Vendors of non-consumable products will be limited to no more than 30% of the total number of vendors at each market; exceptions can be made at the discretion of the Board.
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 corncobs, rinds, cups) at the market shall provide 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" and "Producer Only" products are important for the image of the market.
7. The membership fee in the Glens Falls 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.
10. No member has the right to sub-lease or rent their market stall.
11. 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) or one unrelated active partner, 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 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, Essex, Hamilton, Renssalaer, Montgomery or Fulton Counties may be sold at the markets, with the exception of special permission by the Board of Directors.
13. Members growing bedding plants, hanging baskets, or potted plants, may grow them only from seeds, plugs, dormant roots or bulbs, or cuttings.
14. The member must be in full control and supervision of the individual steps of production of crops including tilling, planting, cultivating, spraying (if applicable), harvesting, and postharvest handling.  
  
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 a 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, shells, or fillings), except as authorized by the Board of Directors.

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 10 of the By-Laws.

18. If a member observes an apparent infraction, a written complaint should be forwarded to the Market Manager of that particular market.

19. The representative of the member shall act solely as the member's agent and must abide by the Constitution, By- Laws, and 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 member is responsible for meeting all applicable federal, state, and local laws and regulations which affect local vendors.

21. Any member, 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. Vendors must follow all applicable health authority regulations. 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 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. All Market participants must have individual insurance coverage at each market they attend, with a minimum of \$1,000,000 liability coverage, though higher limits are suggested. The Certificate must say "Additional Insured - Glens Falls Farmers' Market Association".

29. Members are required to attend all Association meetings. Members or a member's representative must attend both of the regular meetings during each calendar year. Members who are scheduled to be out of the area must notify the secretary in writing prior to their departure with their forwarding address; consideration will be given for meetings that are missed during that period. Failure to attend required number of meetings will result in a \$25.00 penalty for each meeting not attended by the member or the member's representative.

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.

Markets will be assigned by the Board of Directors

All members will receive written notification of their market assignment and approved items.

31 Any member may apply to the Board of Directors for a leave of absence on a yearly basis. The leave may be granted for one year. 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 member as described in Rule 30 above on a yearly basis. If this member 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 member 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 Members may sell or give away only those items listed, which have been designated and approved on their annual membership application.

33 The reserves the right to cancel the privileges of any member who, in the opinion of the Board of Directors, has willfully violated the Constitution, By-Laws or Rules and Regulations governing the Association and the markets. Members have the right to appeal the decision by the Board and request mediation by a neutral party.

34 Members of the Board reserve the right to appoint a person to inspect any farm or establishment with advance notice, 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. The Workshare Program will be organized annually by the Vice-President. Members attending markets will sign-up and/or be assigned work tasks that will benefit the operation of the Association. If the workshare is not completed satisfactorily according to the Vice-President or the member chooses to not participate in the Workshare Program, there will be a \$300 fee charged to the member.

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' MARKETS**

1. Members are required to carry their own insurance to cover them during the farmers' markets (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 30 minutes 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 containerizing 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 Managers.
21. The Market Manager has the authority to take immediate action (if necessary) when there is a question of safety.