



Farmers Market at Mill Park **Bylaws**

Article and Section Reference

- I. Formal Title
- II. Purpose
- III. Membership
- IV. Officer and steering committee
- V. Non-Officer Positions of Steering Committee
- VI. Steering Committee
- VII. Nonprofits at Market
- VIII. Meetings
- IX. Records
- X. Dues, Dissolution and Liquidation
- XI. Amendments to Bylaws
- XII. Market Rules

Article I. Formal Title

This organization shall be known as the Farmers' Market at Mill Park Association.
(Herein referred to as the organization.)

Article II. Purpose

The purpose of the organization is to improve the production and marketing of local farm and garden products in the greater Augusta area by holding a farmers market, and to stimulate public interest in the consumption of local farm and garden products, thereby supporting, preserving, and improving the quality of rural life in the greater Augusta area.

Article III. Membership

A member of the organization shall be any vendor who has been accepted into the organization by vote of the membership, and is in good standing: has paid annual membership fee(s), is current in payment of any other dues, and has agreed to abide by the established market rules and by-laws. All continuing members will complete application annually. Membership is contingent upon approval, by vote of membership, following first year of provisional vending and market participation. Membership is open to any home gardener, farmer or other producer qualifying with Maine home grown or homemade products.

Article IV. Officer and steering committee

The offices of the organization shall consist of President/Manager, Vice President/Assistant Manager, Treasurer, Secretary and a liaison for the Augusta Downtown

Alliance. Positions are elected from and by the membership at annual meeting. Officers shall serve for one season.

Duties of elected officers:

1) *President/Manager*

Consists of one vendor from market membership, elected by membership at annual meeting. Manager shall preside at all meetings of the organization. Manager shall call regular or special meetings. Has ability to make and assign committees as necessary. Manager is a member of the steering committee during the duration of term.

2) *Vice President/Assistant Manager*

Consists of one vendor from market membership, elected by membership at annual meeting. Includes the following responsibilities: Assign and provide map of vendor booths to market membership prior to first market of the year, hang/display and take down open signs (if needed) and mediate market complaints. Vice President/Assistant Manager shall be a member of the steering committee during the duration of term.

3) *Treasurer*

Consists of one vendor from market membership, elected by membership at annual meeting. Shall keep a record of all dues and other money used to operate the organization. Provide financial reports and budgets upon request. Creates annual budget, which will be approved annually by the voting members of the market. Shares check signing privileges and fiduciary responsibilities with at least one other market member. This is a year-round position that involves working with the market clerk. The treasurer will check the balance weekly, help make bank deposits, help write and sign checks, and meet with the market clerk monthly to keep the financial operations of the organization operating smoothly. Member of steering committee during duration of term.

4) *Secretary*

Consists of one vendor from market membership, elected by membership at annual meeting. Secretary shall keep record of meetings; send out electronic (or phone if necessary) meeting notices and minutes to membership. Maintain a roster of current members. Keep files and records of insurance and licensing information for each vendor. Member of the steering committee during the duration of term.

5) *Liaison with Augusta Downtown Alliance*

Consists of one vendor from market membership, elected by membership at annual meeting. Is the liaison between the market and the ADA, attending all meetings and reporting back to the manager and/or market members as needed. Member of the steering committee during the duration of term.

Article V. Non-Officer Positions of Steering Committee

1) *Clerk*

Paid position selected by membership from an applicant interview. Assist with market finances, events, and promotion. Record market finances and public transactions (e.g., EBT/SNAP, promotional pieces), collect member dues and fees, prepare checks for signature(s), distribute checks at market to appropriate vendors, and works closely with treasurer. Attend full duration of market, plus 60 minutes prior to market opening and 60 minutes after market closing (if needed). Manages keys for market facility (for opening

and closing). Promotes market (examples may include, but are not limited to web, social media etc.). Helps with events at the market. Works under the direction of market steering committee. Clerk does not have voting privileges. Clerk is not a member or vendor of the market.

Article VI. Steering Committee

Steering committee consists of Officers and Non-officer positions. Steering Committee has general charge of the organization's activities. In event of steering committee vacancy, steering committee may appoint necessary replacement to complete respective office and term. Steering committee appoints special volunteer committees for promotion and market publicity. Steering committee shall enforce rules and bylaws of market.

Article VII. Nonprofits at Market

We welcome nonprofits to attend, as guests, for the purpose of educating, advertising and distributing information. Nonprofits are not allowed to sell products at market. Nonprofits are expected to follow the rules of the market. How many nonprofits to allow and how many times they can attend market is up to the discretion of the membership.

Article VIII. Meetings

(a) Annual Meeting

Shall be held the fourth Monday in January of the market year. Snow/reschedule date will be the fourth Thursday of January. *The purpose of the annual meeting* is to elect and appoint officers, conduct old and new business as necessary, review annual budget, schedule interviews of clerk applicants. Notice and agenda shall be sent to membership and steering committee a minimum of three-weeks prior to meeting.

(b) Applicants' Meeting

Shall be held the second Monday in March of the market year. Snow/reschedule date will be the second Thursday in March. All applications to become a vendor for the market must be received by March 1st of the market year. *The applicants' meeting* is a mandatory meeting of all applicants for the upcoming market season. *The purpose of the applicants' meeting* is to decide *which applicants to invite to participate in the* upcoming market season. Members in good standing are identified (see membership) and accepted into market for upcoming market season. New applicants are reviewed and voted upon by membership. Notice and agenda shall be sent to membership, applicants and steering committee a minimum of three-weeks prior to meeting.

(c) Additional Meeting

The third Monday in April is set aside for an additional "as needed" meeting for the market year. If needed, notice and agenda shall be sent to membership and steering committee a minimum of three-weeks prior to meeting.

(d) Quorum

Consists of sixty (60) percent of membership. Each member-vendor has one vote.

(e) Notice

Meeting(s) may be called by chair as needed. Members shall be notified, and provided agenda, one (1) week prior to meeting date.

Article IX. Records

All records are open to all members to examine for any reasonable purpose. Records are stored with secretary and/or clerk.

Article X. Dues, Dissolution and Liquidation

(a) Dues

Annual dues are an annual fee that covers yearly membership application. Annual dues for the market are \$200. Annual dues in the amount of \$100 must be submitted by all applicants (members and new applicants) along with annual application form, at applicant meeting. The additional \$100 must be submitted by the member's first market day. Failure to pay market dues and fees means automatic revoke of membership. Dues will not be refunded after the start of the season for any reason.

(b) Dissolution and Liquidation

Dissolution of the organization requires two-thirds majority paper ballot vote of all membership present at meeting to be held for purpose of dissolution. Meeting to dissolve requires three-week notice given to membership by secretary. Both electronic and verbal notice may be required. Notice must include proposed dissolution resolution.

Dissolution of market means returning assets to the rightful donors, a chosen organization and/or vendors after all organization debts are reconciled. If necessary, fiduciary signatories and secretary will provide appropriate filing information with Maine Secretary of State.

Article XI. Amendments to Bylaws

Bylaws may be amended by a two-thirds majority vote of all membership present at meeting to be held for purpose of amendments. Meeting to amend bylaws requires one-week notice given by secretary. Notice must include proposed amendment.

Article XII. Market Rules

Location and Time:

- (a) The Farmer's Market at Mill Park, Augusta ME is located at Edwards Mill Park a.k.a Mill Park, located on North Water S and Northern Ave on the Kennebec River in downtown Augusta.
- (b) The market is officially open every Tuesday from 2-6pm from the first Tuesday in May through the Tuesday before Thanksgiving. After daylight savings time, the market hours will be from 2-5pm.
- (c) The market will be held rain or shine.
- (d) Dates, times and locations may vary from year to year and is decided by the membership.

Membership:

- (a) Handicraft vendors may not represent more than 20% of total market vendors.
- (b) Craft good as part of a farm operation may not exceed more than 20% of the farm operations sales inventory.
- (c) Members must provide with their application a copy of Department of Agriculture license, if applicable.

(d) Members selling “Certified Organic”, “Organically Grown” or “Certified Naturally Grown”, etc., must provide proof of certification.

Attendance:

- (a) Members are expected to stay until close of market on each market day, unless they are completely sold out.
- (b) Members may arrive up to two hours prior to opening time for the purpose of setting up their displays.
- (c) Members or their designee are required to attend the annual meeting.
- (d) Members are strongly encouraged to participate in market events and activities.
- (e) **NO SHOW RULE:** Members are expected to attend all scheduled market days. If unable to be present, they are expected to notify the manager before the start of the market. If members miss 3 or more markets without notice or just cause, they will be reviewed by other market members regarding whether or not they will be able to continue as a vendor/member.

Stalls:

- (a) The number of available spaces will be determined annually by the membership.
- (b) Stall assignment will be determined by the membership using mutual agreement, and will be managed by the manager on market days.
- (c) Members are limited to one vehicle/booth per market.
- (d) Members are expected to maintain a neat and tasteful display. Each member is required to clean up his/her space at the end of the market day.

Products:

- (a) All products, which include, but are not limited to: vegetables, seedlings, herbs, preserves, fresh-cut and dried flowers, meats, poultry, seafood, dairy products, crafts, etc. sold at the Farmers Market at Mill Park, Augusta ME MUST be grown or made by the vendor.
- (b) Vendors wishing to bring new items must so state on their annual applications for review by the membership.
- (c) Those wishing to introduce new products after the beginning of the season must notify vendors offering similar products and obtain membership approval.
- (d) Farm visits by member volunteers will be made as needed.

Applicable State Licenses and Regulations:

- (a) Knowledge of and compliance with all state regulations regarding the production, labeling, display and sale of all products at the Farmers Market at Mill Park, Augusta ME is the responsibility of the individual vendor.
- (b) Copies of all applicable licenses and permits must be on file with the City.

Presentation:

- (a) Vendors should present themselves in an appropriate manner and dress.
- (b) No alcohol consumption or smoking on the market premises by members.
- (c) No unsportsmanlike conduct or hawking of products.
- (d) Farm or business name and city must be displayed by each vendor.
- (e) Vendors will provide prices for every product they’re selling in a manner that is easy to see and understand by customers.

Conflict Resolution/Zero Tolerance for Bullying Policy:

The Farmer's Market at Mill Park has a zero tolerance for bullying: vendor to vendor, vendor to customer, customer to vendor, or customer to customer. If there is an incident of bullying, it should reported to the market manager and direct action will be taken: including elimination from the market.

If there is a civil conflict that occurs at the market, during market hours, the incident should be reported to the market manager. No inter-vendor conflict should be dealt with during market hours. All conflicts that happen during a given market must seek resolve the day they occur; vendors with conflicts will put their issues aside and deal with them after 6pm at the Summer and 5pm at the Winter market. All conflicts have a right to a third party mediator, a non-judgmental market member, to help facilitate conversation and resolve the day of the conflict.

Non-Compliance

(a) When two or more vendors on any market day believe that the selling practices of another vendor are detrimental to the market, they may ask the manager to address the issue with the vendor.

(b) If the situation cannot be resolved by the manager, a special meeting of the steering committee shall be called. A majority of those present at that special meeting may require that the detrimental practices be changed to conform to membership standards. Failure to do so may be cause for immediate dismissal if so voted by a majority of the steering committee.

I have read the Farmers Market at Mill Park Bylaws and agree to abide by them.

Signature: _____

Print Name: _____

Business Name: _____

Date: _____