

## Champlain Islands Farmers' Market By-Laws & Guidelines

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### Purpose

The Champlain Islands Farmers' Market, Inc. (CIFM) is a Non-Profit Corporation recognized by the State of Vermont that has been established to enhance local agricultural, prepared food and craft sales in Vermont's Grand Isle County region. To achieve this goal, CIFM provides advertising, sales locations, limited liability insurance, organizational support and management to qualified vendors.

The CIFM is organized exclusively for charitable, religious, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

### Definitions

**Value-added Agricultural Product:** Agriculturally-derived products that incorporate either the vendors' own farm products, or products from a Grand Isle County source.

**Vermont Agricultural Vendor:** One who grows or produces and sells such products as vegetables, herbs, fruits, fiber, plants, flowers, meat, dairy, maple, honey, and/or value added agricultural products that have been grown in Vermont by the seller or his/her employees.

**Vermont Prepared Food Vendor:** One who prepares and sells ready-to-eat food, beverages and/or canned goods prepared either at the market, in their homes or at a Vermont-Certified facility.

**Vermont Artisan:** One who creates and sells hand-crafted items made within the State of Vermont.

**Market Member:** A Vermont Agricultural Vendor, Vermont Prepared Food Vendor or Vermont Artisan who has paid the membership fee for the CIFM and plans to participate in the market on a regular basis.

**Market Day Vendor Participant:**

A Vermont Agricultural Vendor, Vermont Prepared Food Vendor or Vermont Artisan who, while not a member of CIFM, participates in the market on an intermittent basis. Day vendors may attend CIFM meetings, and can make comments at same, but cannot make motions, vote, etc.

**Community Sponsor:** A business or individual who contributes the annual community sponsor fee. Sponsors may attend CIFM meetings, and can make comments at same, but cannot make motions, vote, etc.

**Summer Season:** The period May – October, inclusive, but not including the Harvest Market.

**Harvest Market:** A special event market held on Indigenous Peoples weekend.

**Winter Season:** The period November – April, inclusive.

**Annual Membership:** The period May 1 to April 30, inclusive.

**Organization**

CIFM governance is accomplished through an Executive Committee of up to eight members, including the following elected positions:

- Officer: Chair
- Officer: Vice-Chair
- Officer: Secretary
- Officer: Treasurer

Under unusual circumstances, an individual may hold more than one officer position, but per Vermont state law, an individual may not be chair and secretary simultaneously.

If the membership deems it necessary, elected Members-At-Large may be added to the Executive Committee, with a maximum of eight individuals serving on the Executive Committee at any one time.

The duties of the officers are those customarily associated with their respective offices.

Executive Committee members will hold terms for one year, beginning January 1 and ending December 31, and may be re-elected.

The demographic location of the officers should be representative of the entire Grand Isle County region – At least one officer position should be held by a member from southern Grand Isle County, and at least one officer position should be held by a member from northern Grand Isle County.

Election of Executive Committee members will take place at the annual meeting (see **Annual-Election Meeting** below).

50% of the basic tent fees for the Summer Season only are waived for Executive Committee members. No other compensation is provided.

All Executive Committee members must be CIFM members in good standing (See **Membership**, below). In the unusual situation in which no member is qualified and willing to hold a particular position, the EC may approve a nomination of a non-member.

If, for any reason, an Executive Committee member fails to be a member in good standing, they will be replaced by the Executive Committee through the appointment of another member. Such appointment will remain in effect until the next election of Executive Committee members. If the appointee is already a member of the Executive Committee, his/her past position will become vacant, and the Executive Committee will fill that vacancy through appointment as well. No more than one such transfer of an Executive Committee member from one position to another may be made between annual meetings. Should it become necessary to fill more than one pair of positions in this way, the Executive Committee will hold a special election, on a day and time of their choosing, following the protocols and warning procedures of the annual election meeting.

By January 15 of each year, the Executive Committee shall establish a schedule of regular meetings throughout the year. At least one meeting per month will be scheduled. Executive Committee members will attend Executive Committee meetings on a regular basis. If an Executive Committee member becomes unable or fails to regularly attend, the Executive Committee may replace that member, by appointment, for the rest of their term.

From time to time, sub-committees may be appointed by the Executive Committee for special studies, projects, and markets etc.

All members are encouraged to hold office, serve on sub-committees and otherwise assist in the management of CIFM.

### **Conflict of Interest**

The CIFM Executive Committee Members and employees have the responsibility of administering the affairs of CIFM, Inc. honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of CIFM. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with CIFM, Inc. or knowledge gained therefrom for their personal benefit.

Should any question arise about conflict of interest, the Executive Committee, or a duly constituted committee thereof shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable. The decision of the Executive Committee or a duly constituted committee thereof on these matters will rest in their sole discretion, and their concern must be the welfare of the CIFM and the advancement of its purpose.

No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170(c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

#### **Contracts, Loans, Checks, and Deposits**

**Contracts:** The Executive Committee may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the CIFM and such authority may be general or confined to specific business.

**Loans:** No loans shall be contracted on behalf of CIFM and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Executive Committee. Such authority may be general or confined to specific instances.

**Checks, Drafts, or Orders:** All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness shall be signed by such officer or officers, agent or agents of CIFM, Inc. and in such manner as from time to time shall be determined by resolution of the Executive Committee.

**Deposits:** All funds of CIFM, Inc. not otherwise employed shall be deposited from time to time to the credit of CIFM, Inc. in such banks, trusts companies, or other depositories as the Executive Committee shall select.

#### **Books and Records**

CIFM shall keep correct and complete books and records of accounts according to accepted business practices, and shall also keep minutes of the proceedings of its members, Executive Committee, and committees having and exercising any of the authority of the Executive Committee, and shall keep at the home of selected officer or officers a record giving the names and addresses of the members entitled to vote. All books and records may be inspected by any member for any proper purpose at any reasonable time.

## **Dissolution or Sale of Assets**

A two-thirds vote of the membership shall be required to sell or mortgage assets of CIFM not in the regular course of business or to dissolve the corporation. 11B V.S.A. & 12.02 & 14.02. Upon dissolution of CIFM, any assets remaining after payment of or provision for its debts and liabilities shall, consistent with the purposes of the organization, be paid over to charitable organizations exempt under provisions of Section 501(c)(3) of the U.S. Internal Revenue Code or corresponding provisions of subsequently enacted federal law. No part of the net assets or net earnings of CIFM shall inure to the benefit of or be paid or distributed to any officer, director member, employee, or donor of the organization.

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of subsequently enacted federal law, or shall be distributed to the federal government, or to a state or local government for a public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for the purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

## **Annual Membership**

Members of CIFM are those individuals/businesses that have paid member fees (see **Fees** below) for the current calendar year by May 1. In the case of new applicants, membership also requires approval by the Executive Committee. Prior-year members who have not paid their fees by May 1 will have no voting rights, nor can they participate in markets other than as a Day Vendor until their member fees are paid in full.

Day Vendors can attain full membership once their paid day vendor fees equal or exceed the membership dues and they are approved for membership by the Executive Committee.

Membership in CIFM entitles the individual/business to participate in all CIFM markets for which they have paid tent fees, and to vote, make motions, etc. at CIFM meetings. Only one vote is permitted per member.

Consideration for membership is open to all Vermont agricultural producers, prepared food vendors, artisans with preference to vendors in the immediate Grand Isle County region. The majority of all members must be agricultural.

## **Meetings**

**Annual-Election Meeting:** An annual election meeting will be held on or about the first Tuesday of November. Other items of business may also be discussed, but the primary function of the meeting is to make nominations for Executive Committee positions and vote on same. In order to facilitate nomination and election of officers, the following procedure will be implemented:

- 4-5 weeks prior to the meeting, the Secretary will either E-mail or mail a letter to all members notifying them of the meeting and requesting that any members interested in either serving in a particular office or nominating an individual for offices submit his / her wishes to the Secretary within one week of receipt of the communication.

- The Secretary will summarize member communications and prepare a list of nominees and a list of interested candidates.
- The Secretary will send these lists to the membership at least one week prior to the meeting date, as well as incorporate them into the meeting agenda.
- At the meeting, seconds of any nominations on the nomination list will be entertained, as well as nominations and seconds for those on the interested-candidate list.
- A vote will then be taken for each office by Australian Ballot. At the meeting, the membership may vote to waive the requirement for election by Australian Ballot, and instead vote by voice.

**Pre- Summer- Season Meeting:** An annual pre-summer-season meeting will be held during the month of May for all those who intend to participate in the summer season. **Attendance at this meeting by each vendor (or designated representative) is mandatory, and failure to attend, without suitable justification and notice to the Executive Committee, may preclude participation in the summer markets.**

**Special Meetings:** Special meetings may be called from time to time if so warranted.

Scheduling of all meetings will be done by the Executive Committee. A member or group of members can request a special meeting provided they accompany such request with a petition to that effect signed by 25% of the members. The Executive Committee must warn any meeting called in this manner to all memberships no later than five days after receipt of the petition, and the meeting must be scheduled within ten days of the receipt of the petition. Warnings will be made through either electronic communication or by phone.

### **Market Operations & Guidelines**

Overall responsibility for market management resides with the Executive Committee, with assistance provided by all members on an as-needed basis.

### **Market Manager**

The market manager may be hired by the Executive Committee, with hours and wages to be determined by the Executive Committee. The Market Manager will report to the Executive Committee, and his/her duties will be assigned by the Executive Committee.

### **Site Management**

**Sites:** Executive Committee will have the responsibility for recommending sites, dates and times for each year's markets. Any recommended change in the site for the Summer or Winter Markets will be discussed with the members at a regular or special meeting. The final decision is the responsibility of the Executive Committee.

**Parking:** CIFM will have designated Vendor-parking areas at each site.

**Weather:** In the case of extreme weather, CIFM has the option, either prior to or during operation, to cancel a market. The decision on cancellation prior to the market will be made by

the Executive Committee in collaboration with the Market Manager. The decision during a market will be made by the Market Manager, when practical in consultation with any Executive Committee members present at that market. In the event the market is canceled, any fees paid by day vendors will be refunded. No refund will be due to other vendors.

**Severe Weather Policy:** For the threat of lightning, people, including vendors, in the market will be required to move to shelter in their vehicles until 15 minutes have passed lightning/thunder free. If the severe weather or lightning storm appears likely to last longer than the remaining duration of the market, as judged by the market manager in consultation with Executive Committee members, the market will be closed for the day.

### **Liability Insurance**

CIFM will maintain a limited liability insurance plan for its sites. Such insurance will not cover product liability for individual vendors nor liability for personal damages caused by a vendor's market display. It is therefore strongly recommended that each vendor have their own liability insurance.

### **Fees**

Fees will be set by the Executive Committee to meet the expenses of the market and keep Champlain Islands Farmers' Market financially sound. (See Annual Membership Above)

Fees for Summer, Harvest and Winter markets will be separate.

### **Vendor Responsibilities & General Code of Conduct**

In addition to the Responsibilities and Code of Conduct outlined below, the Executive Committee may establish additional Vendor Guidelines annually. These will be reviewed and discussed with the Members at the Pre-Summer Season meeting.

Vendors are expected to conduct themselves in a courteous professional manner at all times during set-up, operation of market and tear-down. This same courteous and professional manner is also expected at all meetings.

CIFM conducts market research on product sales for each market as a means of evaluating the effectiveness of market location, advertising, etc. during the season(s). All vendors must submit their gross receipts, by product category, within one week after each market, utilizing the method specified by the Executive Committee. Failure to comply with this requirement could result in disciplinary action being taken by the Executive Committee up to and including cancellation of market-showing privileges until receipts are brought up to date.

### **Conflict Resolution**

It is the goal and hope of CIFM that all vendors will be able to work together in a harmonious manner. Recognizing, however, that disputes may arise, the following guidelines have been developed.

If a dispute arises between/among vendors that the Market Manager is unable to resolve to the satisfaction of the disputing vendors, the dispute should be brought to the attention of the Chair as soon as possible. If the Chair is unavailable or absent, or if the Chair is a party in the dispute, the problem will

be brought to the attention of the Vice-Chair, remaining officers or Member(s)-at-Large or Market Manager in that order of priority. If the officers or Market Manager cannot resolve the dispute, it will be forwarded to the Executive Committee for review and resolution.

If referred to the Executive Committee, the Executive Committee should meet as soon as possible to seek resolution. If deemed necessary, the disputants will also be at this meeting, and the Secretary will send the disputants a formal letter regarding such meeting.

After hearing the arguments of the disputants, the Executive Committee will render a decision on the issue and send the disputants a notice of that decision within one week following said meeting's occurrence. If additional time is required to arrive at a decision, a letter will be sent to the disputants about that need within one week of the original meeting.

### **Non-Compliance Penalties**

Penalties for non-compliance with any of the by-laws are at the discretion of the Executive Committee, and include discipline up to and including removal, either temporarily or permanently, of the vendor from CIFM activities, without refund of membership and tent fees. Such penalties, however, are subject to appeal by the affected vendor (see Right of Appeal below). All such penalties will be followed by a formal letter to the vendor, informing them of the penalty and the Executive Committee reason(s) for that decision.

### **Right of Appeal**

Vendor(s) may appeal the decisions of the Executive Committee by requesting a warned hearing by the voting membership of CIFM. At this hearing, the vendor(s) will present their case, and the Executive Committee will present the reasons for their decision. The membership in attendance will then vote by Australian ballot whether to uphold the Executive Committee decision or return the issue for additional consideration.

### **Pricing**

Price cutting, in an attempt to garner market share, is counter-productive to both CIFM and the vendor who practices it. For those reasons, adherence to either the price range found in the Vermont Department of Agriculture's price guide sheet, or the prevailing prices of similar goods at the market is expected for the duration of each market.

### **Products Sold**

The Champlain Islands Farmers' Market is established to encourage agriculture and provide wholesome food to consumers. To achieve this goal the Market provides advertising, location, organizational support and elected officers. The Champlain Islands Farmers' Market is primarily an agricultural market that adds diversity with a mix of high quality crafts and prepared food items. Craft and prepared food vendor members must constitute less than 50% of all vendor members.

Products sold by all vendors must be produced by them or their employees within the State of Vermont, and preferably in Grand Isle County. In addition, value-added, agriculturally-derived products must incorporate either the vendor's own farm products, or products from a Grand Isle County source. Market vendors cannot re-sell products purchased on the wholesale market or elsewhere.

With the approval of the Executive Committee, vendors may sell items, such as T-shirts, bags or mugs, with their farm or business logo on the item.

### **Arts & Crafts Jury Process**

CIFM seeks to maintain high quality standards for crafts and other non-food items. To that end, new-vendor products falling into those categories will require jurying by CIFM before they will be allowed for sale. The jury process will be conducted by the Executive Committee at any one of the annual meetings, a special meeting or an Executive Committee meeting.

While jurying of new products by current members will not be automatically required, it is expected that these new products will follow the craft and non-food guidelines, and the Executive Committee reserves the right to jury any new product if they feel such jurying is warranted.

### **Amendments to By-Laws**

Changes to these by-laws cannot be made without the approval of a majority of the CIFM members. They may be amended by a simple majority of current members physically present at any regular or special meeting provided that the membership has been warned about both the meeting and the proposed amendments at least five days prior to the meeting.