

# St. John's Farmers' Market

## **By-laws of The St. John's Farmers' Market:**

The St. John's Farmers' Market was chartered on April 26, 2008 under the authority of the Executive.

### **Definitions:**

- 1 SJFM shall mean, "St. John's Farmers' Market".
- 2 The Executive shall mean the Executive Operating Members of The St. John's Farmers' Market.
- 3 Officers or Director shall mean the elected executive of The St. John's Farmers' Market.

### **Mission Statement and Objectives, Established January 13, 2008**

#### **The SJFM aims to serve the people of St. John's by:**

- promoting locally grown, fresh, high quality produce and goods
- providing an economic outlet for local farmers, producers, and artisans
- creating an alternative marketing opportunity that allows farmers, artisans, and consumers to interact directly with each other, rather than through a third party
- preserving the connection between farmer and consumer
- educating consumers about the benefits of supporting local agriculture and using locally produced foods and products
- building a healthy community by creating a social opportunity to gather and interact
- celebrating the city's history, uniqueness, cultural diversity, charm and potential

#### **To Achieve its Objectives, The SJFM shall do the following:**

- 1 Establish and operate a farmers' market for the purpose of providing a facility for sales of Newfoundland locally grown, fresh, high-quality produce and goods.
- 2 Work with the local population to promote the production and consumption of Newfoundland-grown, fresh, high-quality produce and goods.
- 3 Organize and/or participate in educational and other activities that promote the use of Newfoundland locally grown, fresh, high-quality produce and goods.
- 4 Organize and/or participate in those activities that, in conjunction with the operation of a farmers' market, will serve to encourage commerce and trade in St. John's such as incorporating as a co-op.
- 5 Organize and/or participate in those activities that will serve to further the SJFM's mission.
- 6 Conduct research necessary to further the development of the farmers' market.
- 7 Solicit and receive funds, gifts, endowments, donations, devices and bequests.
- 8 Lease and/or purchase property necessary to further the mission of the SJFM.
- 9 Research the feasibility and benefits of organizing as non-profit cooperative venture.
- 10 Provide a table to disseminate Food Education.

## **Memberships**

### **Any person may become a vendor who:**

- 1** is interested in the objectives of the SJFM;
- 2** agrees to abide by the established rules and by-laws of operation;
- 3** and is 18 years of age or older or if younger has guardian approval and a resident of the Province of Newfoundland and Labrador.

SJFM aims to be representative of a broad cross section of the community, including but not limited to representatives from the farming community, horticulture, local business community, non-profit organizations, artists, multi-cultural groups, government and education.

### **Executive of SJFM:**

- 1** The executive of the SJFM shall consist of, but not limited to: Director of Vendors Relations, Customers Relations, Media Relations, Environmental Education Coordinator, Community Development, Secretary & Volunteer Relations and Treasurer.
- 2** The executive may call a Directors' meeting when an item requiring immediate attention needs a decision.

## **Meetings of the SJFM**

### **Annual Meeting:**

- 1** The SJFM shall hold an annual meeting on or before the fifteenth day of January in each year. The date of next year's meeting will be determined at the annual meeting. Members shall be notified of the meeting at least one week prior to the annual meeting.
- 2** Any special item of business will require notice to all members. The executive will review items for the agenda at the meeting one month prior to the annual meeting.
- 3** The order of business shall be as follows:
  - a** Reading minutes of previous meeting
  - b** Reports of Committees
  - c** Unfinished Business
  - d** New Business
  - e** Elections of Executive
  - f** Adjournment
- 4** All reports of committees will be provided in written form to the secretary.
- 5** The treasurer will ensure that an independently reviewed financial statement is available for all members. Copies of this report will be available upon request.

### **Meeting of the Executives:**

- 1** Executives' meetings shall be held monthly at a convenient time determined at the annual meeting.
- 2** Any member of the Executive who shall be absent from three consecutive meetings of the Executive shall (unless authorized by resolution of the Executive entered upon the minutes) forfeit the office and another member of the Executive may be appointed in his/her place until the next annual meeting.
- 3** Notice of a Executive meeting is to occur by email and is to be received no less than seven days prior to the meeting.

### **Special Meetings:**

Special general meetings will be held by the Executives to discuss the market objectives and discuss non-profit incorporation as a cooperative.

- 1 A special meeting may be called to discuss by-laws.
- 2 These meetings are open to the general public.
- 3 Seven days notice of meeting will be publicized.

### **Responsibilities of Officers and Executives:**

- 1 Directors shall serve on a voluntary basis without remuneration by the SJFM for their directorship. Expenses for Executive approved travel will be reimbursed after approval.
- 2 The affairs of the SJFM shall be administered by the Executive as directed at an annual or general meeting as required under the regulations of the SJFM.
- 3 The Executive will develop a budget to present to the membership at the annual meeting for approval.
- 4 Directors will receive a financial statement from the treasurer and approve payment of outstanding accounts. Signing authority will be designated after election of the Directors.
- 5 The Executive will appoint those standing committees required to meet the objectives of the SJFM. Special committees may take action as the Executive may require. The Executive will provide the committee with the necessary detailed direction as to its responsibility.
- 6 The Executive will assure that all necessary records, whether of a financial or program nature, are kept to be able to inform of activities of the SJFM.
- 7 The Executive shall be responsible to see the duties of officers, employees, and volunteers are properly performed.
- 8 The Executive shall be responsible for providing policy and guidelines to all committees of the SJFM.
- 9 No acquisitions or divestitures shall occur without prior approval of the Executive.
- 10 The Executive shall assume responsibility for setting goals of the SJFM, reviewing and approving the SJFM's operational and strategic plans, and evaluating operational and strategic performance.
- 11 At the request of the Director of Vendor Relations, the Executive shall investigate any suspicion of questionable practices employed by any vendor. If verified, the Executive is authorized to immediately enforce corrective action.
- 12 Preside at all meetings of the SJFM.

### **Committees**

#### **Each committee:**

- 1 must be authorized by the Executive;
- 2 will have at least one Executive to maintain a liaison between committee and Executive Group;
- 3 shall follow policy guidelines as approved by the Executive;
- 4 will set up the necessary organization to carry out the task;
- 5 and will have the power to develop sub-committees as the need arises.

## **Duties of the Executive**

### **Director of Vendor Relations**

- 1 Vendor Recruitment & Relations: application acceptance/rejection
- 2 Coordinate Farmers market insurance and permits

### **Treasurer**

- 1 Collect weekly vendor fees, payment of location
- 2 Basic financial (banking)
- 3 Maintain such records as are required by the Executive of the SJFM.
- 4 Present the records to designated accountant for review and preparation of a certified statement for the annual meeting. Prepare the annual financial statements required by the Executive for submission by the 15th day of January each year.
- 5 Receive and deposit all funds of the SJFM in the bank designated by the Executive.
- 6 Submit all bills for approval of payment to the Executive exceeding \$100.
- 7 Prepare cheques in payment of accounts for signatures.
- 8 Prepare the necessary documentation required for application for any grants that may be available to the SJFM and submit to the Secretary for submission before deadlines.

### **Customer Relations**

- 1 Location contact/acquisition
- 2 Address any concerns from the public

### **Media Relations**

- 1 Advertise the farmers market - maintain content/contacts (public announcements at meetings, via email, posters, postcards, media coverage, tourism, booths at public events)
- 2 Website content/contacts (Produce a weekly market newsletter featuring local producers, stories, events and recipes)
- 3 Confirm volunteers
- 4 Kitchen setup and purchase supplies (weekly budget)
- 5 Recruit and coordinate volunteers

### **Community Development Officer**

- 1 Liaise with and maintain positive relations with community groups and partners.

### **Environmental Education Coordinator**

- 1 Setup and operation of information booth
- 2 Public Awareness & Education Campaign Responsibilities
- 3 Facilitate local food blog
- 4 Organise educational programming at the farmers' market

## **Secretary and Volunteer Relations**

- 1 Confirm volunteers
- 2 Kitchen setup and purchase supplies (weekly budget)
- 3 Keep minutes of all meetings of the of the SJFM.
- 4 Notify the membership of meetings as required by the regulations.
- 5 Receive and respond to all correspondence as directed by the Executive.
- 6 On or before the 15th of February each year, return to the Executive, a list of officers elected at the annual meeting for the ensuing year and a report of the year's activities, and a complete financial statement reviewed by a designated accountant.
- 7 Perform such other duties as may be directed by the Executive.
- 8 Circulate information of interest.
- 9 Keep an orderly record and history of the operations of the SJFM.
- 10 Provide the incoming Secretary with an in-service prior to turning over the records.

## **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.

## **Funds**

### **SJFM Funds:**

- 1 The funds of the SJFM, however derived, shall not be expended for anything inconsistent with those of the SJFM.
- 2 The funds shall be deposited to the credit of the SJFM in a chartered bank or other institution as directed by the Executive.
- 3 Cheques of the SJFM shall be signed by at least two Executive members.
- 4 The SJFM shall have a fiscal year beginning May 1 and ending April 30 of each calendar year.
- 5 Upon approval of an annual budget, the Treasurer or other persons as authorized by the Executive shall have the authority to make disbursements on accounts and expenses provided for in the budget without additional approval of the Executive.
- 4 The Executive may from time-to-time choose an audit to be conducted of the SJFM's books and accounts. Such audits are to be conducted by a certified public accountant, and upon its completion, the audit report shall be presented to the Executive.

### **Borrowing by the SJFM:**

- 1 The SJFM may for the purpose of capital expenditures, from time to time borrow sums of money and may issue notes, bonds, debentures and other securities.
- 2 A member of the Executive may not borrow more than \$2,000 without the authorization of the Executive.
- 3 The treasurer may make disbursements on accounts and expenses less then or equal to \$100 without additional approval of the Executive.

**Amendments to the By-laws:**

- 1 At the annual meeting of the SJFM or at a special meeting called for that purpose, the Executive of the SJFM may make, alter and repeal by-laws and regulations for the general management of the SJFM.
- 2 A copy of the amended by-laws and regulations will be circulated.
- 3 Subject to the by-laws and regulations of the SJFM, the Directors may act for and on behalf of the SJFM and all grants and other funds of the SJFM shall be received and expended under their direction.
- 4 The by-laws and regulations shall be reviewed annually by the Executive prior to the next annual meeting and any changes approved by the Executive at the annual meeting.
- 5 These by-laws may be amended, altered, repealed or adopted by a 2/3rd vote of the Executive at a meeting for which proper notice has been provided.

**Dissolution of the SJFM:**

Upon dissolution of the SJFM, any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organization as selected by the Executive.

**Indemnification**

Each elected or appointed Director or Officer of the SJFM shall be indemnified by the SJFM against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding or the settlement of any proceeding to which he/she may be a party or may be involved by reason of his/her being or having been a Director or Officer of the SJFM, whether or not he/she is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of their duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

## **Market Rules**

*Please read and sign the Market application. Return it to the Director of Vendor Relations. Your signature indicates that you have read, understand and agree with the rules.*

## **Vendor Guidelines**

All products must be handmade, produced or grown in the province of Newfoundland and Labrador. You must make it, bake it or grow it to sell it! Exceptions: local books or CDs, vintage clothing, antiques. The market will only accept vendors selling high quality handmade items. If vendors are unsure if their items are acceptable or not, the market committee will review them before selling them at the market. Live animals cannot be sold at the market. The market committee reserves the right to refuse vendor participation in the market on the grounds of selling inappropriate items. (which include trading cards, kit crafts, etc.). No smoking at any vendors table. Busking, soliciting and outside advertising requires the permission of the Market committee.

Each week the Farmers Market will strive to present a varied cross-section of vendors with priority being given to farmers selling fresh produce. During harvest or other busy farming periods, non-farming vendors may have to give up their table to accommodate farmers

## **Indoor Vendor Equipment And Supplies**

The SJFM will provide tables and chairs for indoor vendors. Each vendor is responsible for providing and removing any and all equipment and supplies he or she brings to do business on the Market site. Provided table size is 72 x 30 inches.

## **Outdoor Vendor Equipment And Supplies**

Each vendor is responsible for providing and removing any and all equipment and supplies he or she requires to do business on the Market site. This includes tables, chairs, shelter, products, signs and equipment utilized for clean-up purposes.

## **Signs**

All signs must remain within the allotted vendor's exhibit space and must not block pedestrian traffic, or interfere with other vendors' displays or views.

## **Vendor Space**

Market management has full authority to assign vendor space. Requests for particular sites will be given consideration but management reserves the right to assign and locate all vendors. Vendor space will be assigned by 10:00 pm on the Friday preceding Market day for all vendors whose fees are paid by that time, and may be confirmed by emailing [admin@stjohnsfarmersmarket.com](mailto:admin@stjohnsfarmersmarket.com) or calling 579 0890.

## **Hours Of Operation**

The Market shall operate every Saturday from 9:00 am - 2:00 pm. All vendors must remain at the Market site until the 2:00 pm closing, and must vacate the Market site by 3:00 pm. Vendors requiring to leave early may discuss with the Market Manager. Selling before 9:00 am is strictly prohibited.

## **Permitted Market Items**

The Executive will resolve any doubt as to the suitability of an item, but vendors are encouraged to honour the spirit of the market as primarily oriented toward homegrown food and local products. No soliciting or political or religious activities shall be permitted within the Market area without permission of the Executive. Displays of public interest, such as nutritional, health or consumer information, may be displayed with the permission of the Executive. All products must be sold, displayed and stored from a surface above the ground. All vendors must utilize tables, shelves, cases or other structures for these purposes.

All vendors of edible products are responsible for:

- 1 Using proper food safety procedures
- 2 Researching and obtaining any required permits

## **Vendors Categories**

### **Fruits, Vegetables & Garden**

*For example:* fresh fruits and vegetables, seedlings, seeds, houseplants, flowers, herbs.

### **Meats, Poultry & Dairy**

*For example:* local meat and game, fish, milk, eggs, cheese, yogurt, butter.

### **Specialty Food Products**

*For example:* honey, oils, condiments, preserves and jams, pet treats.

### **Baked Goods**

*For example:* homemade desserts, bread, cakes, confections, pies, cookies, chocolates.

### **Bath & Beauty**

*For example:* handcrafted soaps, lip balms, lotions, makeup, scrubs, cleansers, candles.

### **Clothing, Sewing & Knitted Products**

*For example:* handmade clothing, knitted items, crocheted items, woven items, embroidery, dolls, toys, quilts, vintage/antique clothing, aprons, bags, hats, scarves, mittens & gloves.

### **Jewelry**

*For example:* handcrafted earrings, brooches, rings, bracelets, necklaces, hair accessories.

### **Pottery**

*For example:* handcrafted bowls, mugs, vases, planters, plates, teapots, etc.

### **Woodcrafts**

*For example:* handcrafted bowls, boxes, carvings, clocks, home decor items, jewelry, sculpture, toys.

### **Food Concessions**

*For example:* snacks, hot meals, soups, hot and cold beverages.

### **Antiques**

*For example:* furniture, glass, art, china, kitchen items.

### **Arts & Crafts**

*For example:* photography, paintings, prints, stationery, collage, illustrations, mixed media, sculpture, local books and cds, stained glass, portraits.

### **Set-Up, Clean-Up And Breakdown**

Set-up starts at 8:00 am and must be completed by 9:00 am. Vendors are responsible for removing all garbage from the Market venue by 3:00 pm. Vendor spaces are to be left in the same condition as when found. Breakdown starts at 2:00 pm and must be completed, and vendor spaces vacated by 3:00 pm.

Vendors are encouraged to do everything they can to reduce waste.

### **Product Display**

All displays should be neat and tasteful. Vendors must maintain a clear walkway for customers to move from one vendor to another. For outdoor vendors, use of canopies, awning and sun-umbrellas is encouraged.

### **Table Bookings for 2008 Season (21 Market Days)**

**Indoor vendors:** \$25

**Indoor season pass:** \$475

Indoor vendors are encouraged to pay in advance to reserve their spot.

**Outdoor vendors:** \$20

**Outdoor season pass:** \$380

All prices include tax.

### **Miscellaneous**

Vendors are responsible for collecting and remitting their own sales tax. Vendors are responsible for all permits required by St. John's or the province of Newfoundland and Labrador to sell their products. The sale or consumption of alcoholic beverages on the market site is prohibited. All rules may be revised by the decision of the Market Executive.

### **Enforcement Of Rules**

The Market Executive is responsible for enforcing the Market rules. Possible violations will be discussed and resolution attempted. Vendors selling prohibited items will be asked to remove those items from sale or leave the Market. Unresolved problems will be referred to the Executive. Continued violations will result in being banned from the Market with no reimbursement of fees paid. Any vendor challenging another vendor's product's legitimacy or conduct must file a written complaint with the Director of Vendor Relations, giving the name of the vendor and the product or situation they feel may not be in compliance with Market policies. The complainant must date and sign their name to the complaint and the Market Executive will attempt resolution.

### **Insurance**

Vendors are encouraged to obtain individual liability insurance.

**Acknowledgement of By-laws and Regulations**

These by-laws and regulations were acknowledged before a general meeting or special meeting called for the purpose of approval of these documents consisting of members of the Executive.

Members of the Executive

Vendor

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