ALPENA FARMERS’ MARKET

RULES AND BY-LAWS

MAY 2018

ARTICLE I. GOALS AND PURPOSE.

The organization known as the Alpena Farmers’ Market was founded on the concepts of regional food production for fresh consumption and the promotion of family farming. The Market provides an important opportunity for direct marketing of farm products, locally produced foods and goods to benefit farmers, small producers and local consumers residing in the five-county area of Alpena, Alcona, Montmorency, Oscoda and Presque Isle. Farmers, unlicensed Cottage Food Vendors, small licensed food vendors, and crafters may attend.

ARTICLE II. ALPENA FARMERS’ MARKET BOARD. TERMS OF SERVICE. MEMBERS. MEMBER RESPONSIBILITIES. MEETINGS.

1. The Board is given full authority to act.

1. The goals and responsibilities of the Board are:
2. To represent the Alpena Farmers’ Market and the membership.
3. To “do the work” necessary to manage and maintain the Market via committees, motions and voting.
4. To identify issues, needs, conflicts, and to form resolutions.
5. To interpret and to enforce the rules and by-laws.
6. Board members will number no fewer than 9 and no more than *11*. There will be at least two alternates. Those nominated to the Boardmust be a vendor in good standing for a period of at least one year. The Board members will be elected *by* *vendors* from a list of nominations during the annual October meeting. *The ballot will* *be prepared prior to the October meeting*. *Those interested in running for membership in the Board will express their interest to the Market Manager*.
7. Board President, Board Secretary and Boardmembers will serve terms of three years.
8. Board President and Board Secretary can receive donations for their participation in the Board during the months that the Board has regularly scheduled meetings. The President and Secretary will receive $30.00 for *each monthly meeting* *attended* and will be reimbursed for mileage to and from scheduled Board meetings. The mileage reimbursement rate will be the amount that the federal mileage rate is set for that year.
9. The Board Members will select the President, *Secretary, Market* *Manager*, and two farm inspectors.
10. *Lunch and mileage (per day) will be provided for the two farm inspectors*.
11. If a vacancy arises unexpectedly during the term of service, the vacancy can be replaced with an alternate member or the Board members can vote to replace this individual. The Board members will also vote to replace any Board member unable to perform their functions, temporarily or permanently, if it is in the best interest of the Board*.*
12. *If the President or Secretary is unable to attend a meeting, they will obtain a substitute to perform their role for the meeting*.
13. The role of the President includes:
14. Preside over meetings.
15. Oversee advertising, fundraising and budgeting activities.
16. *Develop an agenda for each meeting with the assistance and input from Board members*.
17. Appoint *committee* members.
18. Oversee *committees* and assignments.
19. Call for special meetings.
20. The role of the Secretary includes:
21. Maintain records held in the secretarial box.
22. Assist and promote communication between the Boardand the general membership.
23. Record, distribute, maintain meeting minutes, special documents, vendor licenses, financial reports.
24. Assist with agendas, telephone calls, copies, dissemination of information.
25. Assist, as needed, the President and Board members.
26. The role of the Market Manager. See position description. Evaluation of the Market Manager and the position description will be conducted annually.
27. The role of the Food Inspector/Liaison (licensed/unlicensed cottage foods) includes:
28. Work directly with Board members to provide cottage food guidelines.
29. Inspect labels.
30. Ensure that unlicensed cottage foods offered for sale are in compliance with the safe list as set forth by the State of Michigan.
31. Ensure that vendors selling licensed cottage foods are in compliance with the Cottage Food Laws of Michigan.
32. Ensure that licenses held by licensed food vendors are up to date and copies of the licenses are available.
33. Ensure licensed vendors are in compliance with their specific governing body, particularly as it pertains to product storage limitations in the marketplace.

This role is part of the Market Manager’s Position Description.

15. The role of Board Members includes:

1. Represent and voice the views and concerns of Alpena Farmers’ Market vendors.
2. Serve on *committees*.
3. Present *committee* reports.
4. Identify and assist in resolving issues.
5. File motions as needed and vote on motions.
6. Standing *committees* include: By-Laws; Budget and Finance; *Market Manager* *position description review and annual performance evaluation*. Additional *committees* will be added as needed by the President.
7. Meetings. There will be two general meetings per year for all vendors. These meetings will *normally* be held in April and October. Board meetings will occur every second Wednesday of the month. All vendors are invited to attend. Additional special meetings may be called by the President. The schedule may change during the summer market season.
8. Voting.
9. A majority vote consists of two-thirds (2/3) of current Board members. A quorum must be recognized by the President prior to voting. If a quorum is not present, voting matters will be held until the next meeting. Alternates may vote in an absence of members to assure a quorum is met. *The President is allowed to* *vote on motions*.
10. Changes/amendments to the by-laws require a two-thirds (2/3) majority vote of the Board. Proposed by-law amendments will be referred to the By-laws C*ommittee* and will be voted on at the next Board meeting. By-laws may be amended at any meeting throughout the year. The Board will interpret and *implement* the by-laws.
11. The President, Secretary, Board *members*, Market Manager and Food Inspectors reserve the right to determine or create additional safety guidelines specific to the Alpena Farmers’ Market.

ARTICLE III. MEMBERSHIP FEES.

All applicants must meet the following criteria:

1. An annual membership fee of $30.00 is required of all vendors for the privilege of selling in the Alpena Farmers’ Market venue. The fee is payable at the time of application or at the annual April spring meeting. Fees will go directly into the general fund to support general operations as directed by the Board.
2. All vendors are required to complete and sign the *Alpena Farmers’ Market Application*, *the By-Laws Agreement, and the Maintenance of Own Insurance Form* – prior to the first vendor day – and will accept complete liability for produce/products (licensed and unlicensed). *All vendors will participate in all of the different methods of payment such as EBT, Double Up Food Bucks, Senior Project Fresh, etc.* (if applicable).
3. New applicants are subject to a one-year probation period beginning on the day the vendor is first present to sell at the market.

ARTICLE IV. HOURS OF OPERATION. STALL ASSIGNMENTS. FEES.

1. Summer market hours are: Wednesdays and Saturdays, 8 a.m. – 1 p.m. The start and end dates of the summer market, in addition to dates for special events, will be determined in advance by the Board. All by-laws, rules, licensed/unlicensed food laws and labeling laws will apply.
2. Reserved stalls. The concept of reserved stalls is maintained by being “grandfathered” into the Bonifas Realignment Stall Plan of 2015 (attached). *See addendum for one-year trial period.*
3. Retirement/Forfeiture of Reserved Stall. Should a vendor decide to no longer reserve a stall, the stall *will become an “open” stall*. The stall will be converted to the new standard stall size of 10 feet.
4. Vendors with reserved stalls and vendors with pre-reserved stalls are required to notify the Market *Manager* by 9 p.m. the evening before or by 6 a.m. the day of the market of their intention to be late or absent. A vendor arriving after 7:30 a.m., without prior notification, may lose their reserved stall for the day. At the discretion of the Market *Manager*, a reserved stall may be held until 8 a.m. for a vendor unexpectedly running late who gives prior notification to the Market *Manager*.
5. Failure to notify the *Market Manager* of the intention to be late or absent, more than four (4) times during the summer market season, will result in the forfeiture of reserved stalls and the privilege to pre-reserve stalls.
6. Temporary reassignment of reserved stalls. If the *Market Manager* is notified of a vendor’s intention to be absent from the reserved stall/market for an extended period of time, the Market *Manager* has the right to temporarily reassign the open stall to one or more vendors who are consistently present for most market days. When the absent vendor notifies the Market *Manager* of his/her intention to return to the market, even if earlier than expected, his/her reserved stall benefits will be immediately reinstated.
7. Open Stalls. Open stalls are to be assigned by the Market *Manager*. Board *members* have first choice of stall assignments if they pay two (2) weeks in advance to reserve stalls. Vendors, who are not assigned to stalls and not on the Board, are next able to reserve a stall for one (1) week in advance and must pay one (1) week in advance.
8. Reserved stall vendors must reserve and pay their stall fee at least two (2) weeks in advance.
9. Stall Realignment/Stall Sizes. See the Bonifas Realignment Plan, October 2015 (attached).
10. Stall spaces now fall between posts. The new standard size is 10 feet. There will be some six (6) foot stalls.
11. Vendors with reserved stalls wishing to keep 14 feet of space will be permitted 14 feet.
12. Vendors needing more space, or those “grandfathered” vendors downsizing to 10 feet, may request the temporary use of 14 feet.
13. Stall Fees.
14. Vendors choosing to keep 14 feet of space will pay $15/day, no matter how much space is used. In order to share costs, vendors have an option to share stalls.
15. Vendors with 10 feet or six (6) feet of space will pay $10/day, no matter how much space is used.
16. Included in the $10 fee will be one stall per vendor and one vehicle per stall space. Vendors with 14 feet may request to have an extra vehicle or trailer, as space permits or as approved by the Board. Vendors will be charged $10 for each additional vehicle/trailer.
17. Produce/food vendors have priority over craft vendors when space is limited. The Market Manager will try to find available space, including use of parking area. Vendors are encouraged to share space when possible.
18. Winter Market will start mid-October. Date will be determined by the Board. Day/hours will be Saturdays, 10 a.m. – 2 p.m. Vendor fees are $10/table with potential space or table/length limitations. All by-laws, rules, licensed/unlicensed food laws and labeling laws apply.

ARTICLE V. GENERAL RULES. GENERAL LIABILITY.

Failure to comply with rules and by-laws are grounds for dismissal from the Alpena Farmers’ Market.

1. The Board, Alpena Farmers’ Market, city and/or county of Alpena cannot be held liable for products offered by vendors at the Alpena Farmers’ Market.
2. New cottage food vendors/farmers selling unlicensed cottage foods must bring in product labels for review by the Food Inspector prior to the first vending day. Labels must also list all allergens.
3. Vendors requiring licensure must display a copy of the license on their table. Labels may be inspected.
4. Vendors will prominently display a sign bearing the vendor’s name or farm/business name and location.
5. Prices of all products must be readily displayed and legible.
6. Labels for licensed foods and unlicensed cottage food products must be easily located, legible and complete. Labels are to follow applicable laws and product license requirements.
7. Licensed foods/cottage foods should never be stored in direct contact with the ground.
8. Food displays should be raised 24 inches off the ground.
9. No smoking is allowed in the stalls or under the pavilion.
10. No pets, other than service dogs, are allowed in the stalls or under the pavilion.
11. Products are to be confined to one’s assigned stall. Remove tripping hazards.
12. One is to present a clean appearance and friendly demeanor. Vendors with confrontational attitudes or threatening behavior will be asked to leave *by the Market* *Manager*.
13. Vendors are to sweep their stalls at the end of the market. Trash cans will be provided. Brooms are not provided.
14. Antiques or rummage sale items are only allowed on special event days featuring such items.
15. Vendors shall not participate in business unrelated to the Alpena Farmers’ Market at the market and during market hours.
16. Soliciting, including political and religious, is prohibited.

ARTICLE VI. PRODUCE. PRODUCT REQUIREMENTS. VENDOR LIABILITY.

1. All produce, foods, and crafts must be farmed, raised, harvested, produced, grown, baked, created, crafted, built or handmade by the individual vendors (as residents of the five-county area).
2. Re-sale of produce or products from outside farmers/producers/wholesalers is not permitted at this market. Such activity will result in being banned as a vendor.
3. All produce/products must comply with applicable Federal (USDA), State of Michigan (MDA/MDARD), and local (Alpena County/Public Health Department) laws and regulations.
4. Vendors are solely responsible to contact appropriate agencies for inspection and approval.
5. Vendors are solely responsible for knowledge and understanding regarding required licensure, product limitations and product safety.
6. Meat and egg displays are prohibited. All meat products requiring refrigeration and eggs must remain in coolers. One must be aware of ambient temperature.
7. All produce/products described as “organic” must meet federal (USDA) and Michigan regulations for such labeling. All “organic” products must be specifically displayed with a sign sized *5”x7.”* This assures proper labeling and prohibits false advertising.
8. Cottage food vendors are not permitted to use the term “organic” on any primary product label.
9. Health Claims. The Cottage Food Laws of Michigan require that any label phrases containing the modifiers: “less,” “light,” “low,” “free,” “more,” “high,” and the like must be supported with a standard, full nutrition facts label to protect the consumer against fraud, false claims and false advertising. This includes, but is not limited to, the claims: “sugar-free,” “gluten-free,” “fat-free,” “low-salt,” “high-fiber,” “high-protein,” “low-calorie,” etc. Health claims relating to an energy boost, specific nutrient or vitamin content, weight loss, or metabolic advantage, and the like are prohibited without a license. References to specific health conditions are prohibited by law.
10. The sale of live animals and/or live poultry is prohibited.
11. Vendors are required to have product liability insurance and to ensure that any damage done by their canopy tent is covered by their personal property/home damage liability insurance.

ARTICLE VII. MARKET *MANAGER*. VENDOR RIGHTS. RESPONSIBILITIES. COMPLAINTS.

1. The Market *Manager* has full authority to enforce market rules.
2. The Market *Manager* has the right to deny any vendor the privilege of selling at the market. Such reasons may include but are not limited to: failure to comply with Market rules and by-laws, State of Michigan and/or federal licensure regulations, and/or Cottage Food Laws of Michigan; deception or misrepresentation of goods/produce; false advertising; false health claims; non-payment of fees; poor quality goods/produce; illegal products; disorderly conduct; leaving stall space dirty; activities causing conflict or injury to Market operations or its reputation.
3. A vendor may appeal the Market *Manager* decision by submitting an appeal in writing. The appeal will be given to a Board member for presentation at a Board meeting.
4. Complaints showing reasonable, conclusive evidence that a vendor/farmer has practiced deception or misrepresentation in the origin, quality, condition, variety, or value of his/her product must be submitted in writing, signed by the complainant, and given to the Market *Manager* or a Board member. All complaints will be kept confidential.
5. *Site Visits*. If a site visit is deemed warranted, the farm inspectors will schedule a site visit to the farm in question. Refusal of a site visit and inspection shall be just cause to ban the farmer from Market privileges. All produce vendors are subject to site visits by the farm inspectors during the growing season.
6. Hawking. Hawking of customers is grounds for dismissal from the Alpena Farmers’ Market venue. It is inappropriate for licensed and unlicensed cottage food vendors to engage consumers in any discussion comparing their products to similar products presented by fellow vendors. If this is done to promote sales, it is considered a form of hawking.