# **Sanford Farmers’ Market By-Laws (revised 2017)**

### **Article One**

This organization shall be known as the Sanford Farmers' Market (SFM). It operates independently under the Sanford Downtown Legacy (SDL), a Maine Street Community.

### **Article Two**

The mission of the Sanford Farmers' Market (SFM) is to create, promote, and operate a producer-only farmers’ market in Sanford/Springvale that will provide residents access to fresh local food and crafts, encourage community activity in downtown Sanford, and stimulate public interest and awareness in local farm products, thereby supporting local agriculture in Maine.

The organization is responsible for setting market rules and guidelines for vendors participating in the Sanford Farmers’ Market.

### **Article Three**

Any home gardener, farmer, or producer of local homegrown or homemade products shall be eligible for membership in the organization by agreeing to abide by the by-laws and market rules. To become a member you must apply for membership and be accepted by the Membership Committee. Members will be allowed to sell after paying the membership fee and providing proof of applicable insurances and licenses, provided the market has not reached capacity. The right to vote on any matter shall be restricted to members in good standing with the SFM.

### **Article Four**

The Executive Board of the Sanford Farmer's Market will be made up of a Market Manager and the Membership Committee. The general membership of the SFM will approve the hiring a Market Manager whom the Membership Committee has vetted. The Executive Director of the Maine Federation of Farmers' Markets and Sanford Downtown Legacy shall be invited to attend all meetings as non-voting members. Officers shall serve a term of one year, and shall be elected at the post or preseason annual meetings. There are no term limits.

One member of the Executive Board shall attend the monthly SDL meetings if requested.

The Membership Committee shall be made up of no more than five (5) members in good standing. These Members should have different products they sell at market.

**Section 1 ­ Duties of the Market Manager.**

The Market Master will be responsible for:

Overseeing the operation of the market and setting policy;

Setting the agenda and arranging all meetings of the general membership;

General administration of the markets activities, including monitoring of financial records, deposit of funds, keeping the checking account current, payment of bills and reimbursement to vendors, maintaining member records, licenses, insurances;

Advertising and promotion by newspapers or other means;

Investigation of any suspicious or questionable practices or violation of market rules by any vendor.

Mediate disputes among members, or between members and customers

Relations with the SDL and Maine Federation of Farmers Markets (MFFM).

See the job description for a more detailed explanation.

**Section 2 ­ Duties of the Membership Committee.**

The Membership Committee will look at each application to approve or disapprove membership so that the SFM maintains its mission focus. An applicant can be granted access to a trial market(s) so the membership can evaluate the vendor and the product being offered for sale. The committee or Market Manager may do farm inspections if they deem it necessary.

### **Article Five**

There shall be an annual meeting of the full membership at least once a year, at which time the market rules and By-laws may be reviewed and/or amended. This meeting shall be held after the end of the market season or pre-season. Notice of the meeting and a meeting agenda, including all proposed amendments, must be sent so that members receive notice at least a week prior to the meeting.

All matters brought before the membership at a duly authorized meeting shall be decided by a majority vote (with exception of Federal, State or City rules). Votes shall carry by a simple majority of those present at the meeting. Members in good standing shall have the privilege of voting at all meetings. Each vendor membership shall have one vote. Proxy voting is an option during the market season or at any time deemed necessary, either by phone or electronic means.

### **Article Six**

Each member in good standing shall have the right to examine, for any reasonable purpose, the books, records, roster of membership and other records of the SFM.

### **Article Seven**

The annual dues and daily market fees for the next market year shall be proposed by the Market Manager and Membership Committee annually and approved by the membership. In no case shall market members be allowed to attend market without having first paid their annual dues. Annual dues shall be paid before the first market of the season or at the first market attended.

The fiscal year of the SFM shall begin on January 1 and end on December 31.

### **Article Eight**

These articles and by-laws outlined may be amended in whole or in part by a simple majority vote of members present at any regular or special meeting, providing that the proper one week advance notice of such revision or amendment was included in the agenda of the meeting.

### **Article Nine**

In the event of liquidation or dissolution, all remaining funds in the SFM treasury, after satisfying all debts and other obligations, shall be distributed as evenly as possible to current members in good standing.

# **Sanford Farmers' Market Rules**

These market rules are to be followed by all members of the Sanford Farmers' Market (SFM). These rules have been adapted from the rules of other markets, and have evolved over the years from input of the SFM membership. Their purpose is to minimize disputes between vendors and maintain the high standards our patrons have come to expect at our farmers’ market.

**ELIGIBILITY:**

All farmers, gardeners, bakers and others who produce 100% of what they offer for sale and possess applicable state permits and licenses are eligible to apply for membership in the market. See section on "Crafts or Non-Food Items" for more details.

All **vendors that require a license** (Live Plant Sales, Home Kitchen, Mobile Vendor, etc.) shall give a copy of said license to the Market Manager before being able to vend at the market. Home Food and Commercial Food Processors are permitted to manufacture and sell **only those foods** for which they have received authorization. For example; a processor approved for bakery items may not sell pickles. (Acidified foods such as pickles, relishes and sauces require a process review by UMaine)

Membership acceptance is in the hands of the Membership Committee. The Membership Committee will look at every application submitted for SFM membership. They will check for completeness of the application, proper copies of required permits and licenses and may schedule a farm tour if deemed necessary. They shall take into consideration other vendors who sell the same or similar products. The goal is not to set up a monopoly for a certain product/vendor but to prevent over-saturation of similar products. Eg. A Jam/Jelly vendor may be required to submit a list of each flavor they intend to sell. Once accepted annual dues must be paid to formally become a member. The deadline for joining the market is April 15. Applications will be accepted after this date but membership may not approved due to available space or time constraints. If late membership is approved their farm may not get listed in any promotional material.

Partnerships – Two or more businesses/members may join forces in order to form a partnership to share one or more spaces at the market but not more spaces than the number of businesses involved in the partnership. Each must pay the full membership fee and notify the membership of the partnership. This arrangement could cut down on employment costs but at least one employee must be at each space.

All Members or their designee are expected to contribute to the SFM as part of the team.

Currently the SFM does not have any space constraints in Sanford, Central Park. If the market reaches capacity, a waiting list will be started, and decisions on space vacancy will be made by the Membership Committee.

The SFM has an umbrella general liability policy to cover all vendors and the City of Sanford **BUT all vendors are encouraged to carry $500,000 general liability insurance. Product liability insurance should also be carried by those members selling certain baked or processed food products.**

Free space (determined by the Market Manager) may be provided to Non Profits or entertainment groups on a case by case basis. Any questionable requests will be directed to the Membership Committee for approval. The Market has a pop-up tent for non-profit use. Any food served shall be from local sources (i.e. locally raised beef hamburg) and properly labeled.

The Membership Committee reserves the right to revisit membership on a yearly basis and may refuse membership to a member who does not follow the rules, has numerous absences or acts in a manner inconsistent with the adopted rules or market by-laws. The first year of membership is a probationary period.

**LOCATION AND TIMES:**

The SFM Saturday Market will be located in Central Park across from Town Hall, between Main St (RT 109) and School St. The hours will be from 8:00am to 12 Noon.

May 6th (Mothers Day is the 14th) and go to October 28th.

The SFM Wednesday Market will be located in Central Park across from Town Hall, between Main St (RT 109) and School St. The hours will be from 3:00 pm to 6:00 pm.

May 31st and go to September 27th.

The Sanford Farmer’s Market shall be open rain or shine but will NOT be open if torrential downpours, lightning, hail etc. are forecast. The Market Manager with input from other members shall make this call. **If you are not going to make a market see VENDOR ATTENDANCE.**

The SFM will start the first Saturday in May and continue through the end of October. We also have a market the Saturday before Thanksgiving. The exact dates will be determined at one of our preseason meetings.

**DUES:**

Dues are collected to cover market expenses, such as insurance, signage and advertising. **Annual Dues will be a non­refundable $150** payable before the first market in May or at the first market. Under no circumstance can you sell at a market without first being accepted by the Membership Committee and paying the Annual Dues before your first market. Exceptions can be made by talking to the Market manager.

The Annual Dues allow you to sell at both Markets. There is no discount for only selling at one (Saturday or Wednesday) of the Markets.

Day Vendors Daily Fee. After being accepted or approved on a trial basis by the Membership Committee (see 1.B) **the daily fee is $25 per day**. A Day vendor shall not be considered a member. Your spot will be determined by the Market Master on that day. If accepted after a trial the daily fee shall go towards the Annual Dues. Pop-up tents are generally not available for use by members unless a request is made to the Market Master and approved.

**VENDOR ATTENDANCE:**

Members are expected to attend all scheduled market days. If unable to be present, you are expected to notify the Market Manager by email, phone call or text by 5:00 pm the day before the Market. If the Market Manager is notified after 5:00 PM the day before market this will be considered an unexcused absence. Notifying another vendor of your absence will also be classified as an unexcused absence. If a vendor is absent for three unexcused absences he/she is subject to review by the Membership Committee. The vendor will lose their space and be moved to the fringes of the market. Saturday and Wednesday market will be treated separately. This may also affect your application for the following year.

**SETTING UP AT MARKET:**

Please try to be set up and ready to sell at the opening time. You are allowed to set up 30 minutes before the official opening time BUT not sooner than that. The SFM does **not** ring a bell to open the market and you are not allowed to make any sales until the official opening of the market..

In order to reduce conflict between members and to avoid any disorientation of customers, each member will be assigned a spot by the Market Manager at the beginning of the season. Members are expected to respect this arrangement and set up in their allocated space. If a member is not in attendance for a market day, The Market Manager will attempt to fill that spot or ask adjacent vendors to spread out into the space to fill in the hole and maintain the continuity of the market. Those vendors who do not intend to be at early, late or every market will be located on the market fringe. If a vendor drops out mid-season other vendors may be shifted to fill that spot.

After offloading and setting up your display **you must move your vehicle off of School St.** This allows for customers, not only ours but for other downtown businesses, to park. It will also increase the visibility of the market. **NO VEHICLES are allowed in Central Park** without the permission of the Parks and Recreation division of the City.

All vendors (including partnerships) shall have signs that **display their farm/business name** and city/town in a prominent manner at market. All displays should be neat and tasteful.

It is recommended that each vendor displays easily visible prices for their goods.

**All tents shall be anchored in some way** to prevent them from blowing away in strong winds.

All vendors shall have **copies of any licenses/permits** they are required to have by law.

Maintenance by members of a clear walkway for customers to move from one vendor to another without obstruction is important and will be enforced.

Vendors selling product by weight are required to have a “Legal For Trade Scales for Use at Farm Stands and Farmer’s Markets” which means the **scale is labeled as Class II or Class III, National Type Evaluation(NTEP) certified**, small division size, operates at a higher level of accuracy than a non-legal for trade device. They are required to be **calibrated yearly and sealed by a State Scale Inspector** who may visit the market during the season to check the accuracy of members’ scales. The SFM will make an effort to get a State Inspector to seal market scales before the season starts.

Individual farmers are responsible for obtaining approval to accept WIC if they choose. We sometimes have grant monies that allow us to incentivize WIC vouchers.

The SFM does accept EBT (Food Stamps). **Every vendor who sells EBT qualified foods shall take part in the program.** See separate document on how our EBT system works. We usually have grants to incentivize EBT sales.

Bathroom facilities are available at the local coffee shops in Sanford.

**Dogs must be leashed** at all times. Sanford has a leash law. All animals must be leashed, fenced in or under the owners complete control. Any **excessive barking** and you will be asked to **leave your dog at home.** If you dog digs in the park the owner is responsible to take care of the mess.

**CRAFTS OR NON-FOOD ITEMS**

Items which are made from a majority of materials which are produced using farm products or coming from animals are considered Agri-Crafts. The sale of Agri-Crafts may be allowed if the vendor does the assembly of the craft. Keep in mind this is a Farmers' Market and the SFM wants to stay true to our mission.

The Membership Committee shall approve craft vendors on a case by case basis.

Market membership shall set the percentage of crafters annually. Currently 20%.

**PRODUCT**

In order to assure the freshest and highest quality produce at the SFM, and to assure customers they are dealing directly with the member and not with peddlers, market members must produce 100% of items they sell. The stand may be staffed with an immediate family member or employee. Employees may be employed by more than one farm and sell products for multiple members. (see partnerships)

Members may bring in local product that they did not grow **only if the following are met**. **The product must be locally grown and no other member has grown and is selling the same product. It must be clearly labeled where the local product came from.** Some exceptions to this rule may be made on a case by case basis.

**Dumping of produce is not allowed.** Selling below the cost of production or well below other vendors with the same product at the market is not allowed.

Any attempt to mislabel items for sale will be considered an attempt to defraud the public, and may result in expulsion from the market.

**The word “Organic” shall only be used by a vendor who is certified by a USDA Accredited Certifying Agent, such as MOFGA.** If you follow organic practices you may tell your customers that but you may NOT write it on any materials at your stand.

**PERSONAL CONDUCT & PRESENTATION**

Members should present themselves in an appropriate manner, dress and state of cleanliness. Shirts and shoes must be worn.

Members should behave in a cooperative manner towards other members and especially when a customer has a complaint or is asking to return a non-satisfactory item.

Hawking or calling out to attract buyers is not permitted.

Smoking shall not take place in the vicinity of the market spaces. **The City of Sanford has a No Smoking ordinance on town owned property.**

Consumption of alcoholic beverages by members at the market is prohibited.

**PICKING UP**

General cleanliness of the market area is everyone’s responsibility. It assures customers a pleasant place to shop, and keeps us on good terms with the City. This includes picking up your own area while selling and making certain the entire market area is clean before you leave.

**VIOLATION OF THE RULES**

Upon determination that market rules have been violated, the offender will be given a verbal warning. Further violations will be brought before the membership, which, after due consideration, may enforce corrective action or cancel the offender’s membership to the market, with forfeiture of dues. Any member may, and should, inform the Market Master of any failure to comply with the market rules.

A vendor who has had membership canceled may apply the following year. The application if accepted by the Membership Committee must go to the membership for a vote. A simple majority vote in favor of accepting the application must be made to renew membership.

Violation of our special programs Farm Fresh Food for Seniors, Maine Harvest Bucks, WIC or EBT will likely end in you being expelled from the market, possibly for good. Funders have donated money to our market and require that only certain things may be purchased with these funds. Maine Harvest Bucks - fresh fruits and fresh vegetables only. Farm Fresh Food for Seniors (Senior Share) has the same requirement but they also allow eggs. Each program has specific requirements placed upon it by either the grantor or State and Federal Agencies. The Market Manager is usually the one (with the exception of WIC) who signs a MOU/contract to ensure the funds will be used as laid out in the MOU/contract. WIC has to be obtained by each farm. If violations of the WIC or EBT program are witnessed you will be expelled for good.Any vendor caught selling other products that are against the funders wishes shall be punished by being expelled from the market for the season and possibly for good.

**SPECIAL CIRCUMSTANCES**

These rules may be temporarily modified to address unanticipated circumstances not herein covered. Any modification will be made only after a majority vote of the full membership (polling by phone, mail and/or e-mail is permissible), and shall state the reason and the specific duration of the modification.

**MEMBERSHIP DUTIES**

1. Handle scheduling of non-profits and crafters. Crafters shall submit pictures of their works before the membership committee can make a decision.
2. Spare tents - coordinate with the scheduler and bring the pop up tent/s to market for non-profit use.
3. Post Farmers’ Market signs at various locations on market days.
4. Promote the market posting to Facebook, Twitter, etc.

Title 7: AGRICULTURE AND ANIMALS
Part 2: MARKETING, GRADING AND LABELING
Chapter 101: GENERAL PROVISIONS
Subchapter 1-A: DIRECT MARKETING OF AGRICULTURAL COMMODITIES

§415. Farmers' market

1. Definitions. As used in this section, unless the context otherwise indicates, the following terms have the following meanings.

A. "Farmers' market" means a building, structure or place used by 2 or more farmers for the direct sale of farm and food products to consumers, at which all sellers of farm and food products meet the requirements of subsection 2, paragraph B. [2009, c. 547, §1 (AMD).]

B. "Farm and food products" means any agricultural, horticultural, forest or other product of the soil or water, including, but not limited to, fruits, vegetables, eggs, dairy products, meat and meat products, poultry and poultry products, fish and fish products, grain and grain products, honey, nuts, maple products, apple cider, fruit juice, malt liquor, wine, ornamental or vegetable plants, nursery products, fiber or fiber products, firewood and Christmas trees. [2011, c. 280, §1 (AMD).][ 2011, c. 280, §1 (AMD) .]

2. Prohibitions. The following acts are prohibited.

A. A person may not use the term "farmers' market" to describe a market or other sales location that does not meet the terms of the definition set forth in subsection 1. [1993, c. 138, §1 (NEW).]

B. A person may not sell farm and food products at a market labeled "farmers' market" unless at least 75% of the products offered by that person were grown or processed by that person or under that person's direction. A product not grown or processed by that person or under that person's direction must have been grown or processed by and purchased directly from another farmer and the name and location of the farm must be identified on the product or on a sign in close proximity to the displayed product. [2009, c. 547, §2 (AMD).][ 2009, c. 547, §2 (AMD) .]

3. Penalty. A person who violates this section commits a civil violation for which a forfeiture of not less than $100 nor more than $200 may be adjudged.[ 1993, c. 138, §1 (NEW) .]

4. Relationship to farmers' market rules. This section does not prohibit a market from imposing more stringent requirements on its sellers than those imposed by subsection 2, paragraph B.[ 1993, c. 138, §1 (NEW) .]

5. Enforcement; prima facie evidence. The commissioner or an agent of the commissioner may request proof of the origin of a product for the purpose of enforcing this section. Failure to provide written documentation or other reasonable proof upon request as to the origin of the products offered for sale at a farmers' market is prima facie evidence that a person is in violation of this section.[ 2005, c. 512, §6 (NEW) .] SECTION HISTORY 1993, c. 138, §1 (NEW). 2005, c. 512, §§5,6 (AMD). 2009, c. 547, §§1, 2 (AMD). 2011, c. 280, §1 (AMD).