

Article 1. NAME:

1.1 The name of this organization shall be "Creemore Farmers' Market," hereinafter referred to as CFM.

Article 2. MISSION STATEMENT:

2.1 The Creemore Farmers' Market is intended to provide healthy, fresh produce, locally grown plants and other assorted nutritional non-commercial foods and locally manufactured crafts to the residents of, and visitors to, Creemore and surrounding area.

2.2 The Creemore Farmers' Market is proud to be a model of a true classical market where fresh produce, home made products and almost 100 % local vendors mean that the name of our market represents the town of Creemore, the Province of Ontario and the true intent of a Farmer's Market by being a local resource for the best that the land has to offer. The CFM executive committee is charged with ensuring that the market follows the model of a farmers' market and does not become a "Flea" market.

2.3 To this end, a proportional mix of vendor types as set down in the bylaws will determine the numbers of primary, secondary, craft, seasonal, unique and public service vendors forming the makeup of the CFM.

2.4 Both small and large vendors of produce and non-commercial food items will find a supportive outlet for the sale of their goods. The Market will encourage commerce, entertainment and trade in Creemore, and help display the town's history, uniqueness, charm and potential.

Article 3. MEMBERSHIP:

3.1 To be a vendor at the CFM one must be a local farmer, grower, producer or craftsperson meeting the criteria for 'class' and boundary definitions set out in the bylaws.

3.2 All vendors are required to (re)apply for membership each year using the Membership Application form approved by the executive.

3.3 Membership in the market shall be **considered a privilege not a right**. CFM vendors to vote all new members into being as covered in the Bylaws.

3.4 The CFM reserves the right to reject an application when it does not meet the intent of the organization with regards to 'class' of vendor or the boundary definitions as set out in the bylaws OR if the vendors 'class' will shift the market composition **(Ratio of 4:1 for producers to crafters)** outside of its targets and sanity will prevail on marginal locations.

3.5 Payment **MUST NOT** be remitted with application forms. When a vendor is accepted as a new or renewing vendor, an invoice will be provided signifying that the vendor has been accepted into the CFM

3.6 Full-time market applicants of any class in good standing from the previous year will take precedence in acceptance over any new members.

3.7 Existing vendors who were members of the market for the preceding year will take precedence in acceptance for the coming Market year over new vendor applications.

3.9 The CFM reserves the right to disqualify any application that has not been completed in its entirety.

3.10 By submitting an application, each vendor or entity acknowledges that they have read, understand and agree with all sections of the constitution, bylaws, rules and regulations and will uphold these rule and regulations as part of the privilege of being a CFM participant.

3.11 The person signing the application form is the Registered Voting Vendor of record and may east one vote regardless of the number of booth spaces occupied.

3.12 That the definition of a "registered Voting Vendor" be explicitly defined as the Individual whose name and signature appear on the application form for a given currently "paid-up" business entity in good standing meeting all aspects of the current membership as defined in the constitution and bylaws and that such named party has only one vote regardless of the number of units of space rented by the named business.

Article 4. AFFILIATION:

4.1The CFM will always be affiliated with Farmers' Markets Ontario

Article 5. MEETINGS:

5.1 The CFM shall hold an Annual General Meeting (AGM) no less than once a year.

5.2 The Annual General Meeting shall be held during the month of November, on a day set by the Executive.

5.3 The CFM shall hold a Pre-Market General Meeting (PMGM) prior to the start of market each year on a date set by the executive.

5.4 A quorum for the transaction of business at any general or annual meeting of members shall consist of half the Full-time Market Participants + 1.

5.5 Proxies - any Full-time Market Participant absent for the AGM, PMGM or a special meeting may submit a vote by proxy when the proxy is provided in writing to a member of the executive no less than 10 days prior to the meeting at which a vote will take place.

Article 6. VOTING OF MEMBERS:

6.1 Only Full-time Market participant as defined in the by-laws) and founding

members may vote at general meetings of the Association.

The following 'Founding Members' of the market are also considered as voting members as long they have attended a minimum of 2 markets as a vendor within the past 12 months and have paid their membership dues.

- a. Jean Brownfield
- b. Sandra Lackie
- c. John Durston & Marie Boyce (John & Marie's Emporium)
- d. Orie & Judy Johnston
- e. Connie Key (Flower Petaler)
- f. Kathy Meeser (Rural Roads Plant Nursery),
- g. Paul & Joy Talbot (P.J.'s Place),
- h. Lois Walker (Walker's Catering)
- i. Lynn Wilkinson
- j. Lee Mountey (Circle O Ostrich)
- k. Anja Young (Noisy River Garlic)
- l. Katie Dawson (Cut & Dried Flower Farm)

As a member of the Executive the Market Manager (if not a vendor) is entitled to one vote at general meetings.

6.2 Method of Voting

- a) At all meetings decisions shall be decided by a majority of the votes of the members present including any proxies in the hands of the Executive.
That all votes of the Creemore Farmers' Market be recorded votes in which the secretary polls each Registered Voting Vendor (or, in the case of executive meetings, each director) and records their vote against a listing of those vendors (directors) allowed to vote at that time
- c) In the case of a tied vote the President shall be entitled to the casting vote.

Article 7. EXECUTIVE

7.1 The affairs of the CFM shall be governed by an Executive, consisting of no less than 5 and no more than 7 Directors who are elected from the general membership at the Annual General Meeting. The Market Manager(s) appointed by the Executive is also a full member of the Executive.

7.2 A Director must be a vendor or a founding member of the CFM. Directors shall serve for a period of 2 years.

7.3 In the event of a vacancy on the Board, the Directors shall have the power to appoint any willing vendor to fill that vacancy for the remainder of the election year.

7.4 Directors may be re-elected.

7.5 The Executive shall elect from among themselves, at their first meeting following the Annual Meeting officers consisting of: President, Vice president, Secretary and Treasurer.

7.6 The individual voting rights of full-time market participants who also serve on

the executive are retained at all non-executive meetings.

Article 8, DUTIES OF THE EXECUTIVE

8.1 President

- a) The president shall preside over all meetings of the CFM and of the Executive and preparation of the agenda.
- b) The president is responsible for the overall management, supervision and the affairs and operations of the CFM.

8.2 Vice President

- a) The Vice-President shall exercise the duties of the President in his/her absence.

8.3 Secretary

- a) The Secretary is responsible for the Minutes of each meeting, for general correspondence and for maintaining an up-to-date mailing list of all members.
- b) The Secretary is responsible for giving all notices required to the members and to Directors.

8.4 Treasurer

- a) The Treasurer is responsible for the funds of the Association.
- b) At each Annual Meeting the Treasurer shall present a financial report to the CFM.
- c) The Treasurer shall keep full and accurate accounts of all receipts and disbursements of the CFM in proper accounting and ensure all monies are deposited to the credit of the CFM.

8.5 Directors

- a) The Directors shall take the initiative in preparing policies and actions for consideration by the general membership.
- b) The Directors are responsible for the management of the affairs of the CFM between general meetings.
- c) The Directors shall be responsible for the establishment and maintenance of the Market Constitution, By-laws, Rules and Regulations.

8.6 Market Manager

- a) The CFM executive will appoint a Market Manager. The market manager may be a vendor, non-vendor or a member of the executive and will serve as a participant on the Executive.
- b) The Market Manager is appointed by, and is responsible to, the Executive.
- c) The Market Manager is responsible for the management and maintenance of the market facilities on Market day and for the allocation of Market space.
- d) The Market Manager shall enforce all Market Rules and Regulations and report either verbally (for minor infractions) or in writing (for major infractions) any violations to the Executive.

Article 9. FINANCES:

9.1 The fiscal year of the CFM shall be the calendar year.

9.2 Effective Jan. 1, 2003 cheques shall bear two signatures of signing officers,

Signing authority shall consist of the signature of the Treasurer and any one of the President, Vice President or Secretary.

9.3 The Market Manager may also be authorised as a signing officer by the Board.

9.4 The executive shall make every effort to minimize the cost to vendors of goods and services required for the operations, marketing, promotion, and support of the CFM. To this end, where an offer is in place for the donating of goods or services (web hosting, newsletter production, market manager' et al) which does not require payment beyond the receipted cost of materials or pre-approved expenses it shall receive preference in consideration over any alternate goods or service to be contracted for a fee.

9.5 The CFM treasurer shall establish and maintain a reserve fund, not to exceed the total of the operating costs in an average year, for the purpose of providing for an unforeseen deficit, and this reserve fund shall be accessed only by 2/3 majority vote of the membership.

Article 10. RULES AND REGULATIONS:

10.1 The Executive shall draw up and maintain Bylaws, Rules and Regulations to govern the operation of the Market. These Rules and Regulations are to be administered by the Market Manager and may be amended by the Executive.

Article 11. CONSTITUTION:

11.1 The Constitution may be amended at any Annual General Meeting by a two-thirds vote of the full-time market participants provided notice of the proposed amendment was made available to all members at least 10 days prior to the meeting.

11.2 That any changes to the Constitution and Bylaws proposed by a Registered Voting Vendor:

- a) be required to be delivered by receipted delivery to the executive at least 21 days prior to any meeting at which the motion will be discussed and when received after that date tabled for discussion at the next Registered Voting Vendor meeting following.
- b) have any explanations or reasoning pertinent to the motion attached for the reader.
- c) Be proposed and seconded by 2 different Registered Voting Vendors both of whom SIGN their names and date their submission of the motion.

11.3 That the Constitution of the Creemore Farmers' Market can only be nullified by the Registered Voting Vendors under the same unanimous vote which caused it to be accepted, adopted and ratified at the November 2002 Annual General Meeting.

Article 12. DISPUTE SETTLEMENT PROCEDURES

12.1 Where a dispute arises between a vendor or group of vendors and the CFM the dispute settlement process shall take the following path:

Step #1 - Preliminary attempt at settlement of the dispute between the vendor(s) and the market manager.

Step #2 - Upon failure to resolve in step #1, the dispute details must be

submitted in writing to the executive by the vendor(s) and the market manager. The executive has the right to request those submitting the dispute information to appear at the next executive meeting to present their case. The executive will attempt resolution and where resolved by a vote of the executive, the matter will be closed,

Step #3 - Upon a failure of the executive to resolve the issues or if there is a tied vote, the matter shall be brought before the AGM for resolution by the Full-time Market Participants.

Article 13. WINDUP OF MARKET OPERATIONS

13.1 In the event that the CFM must dissolve for any reason, all monies left in the account shall be donated equally to one or more CREEMORE based charities selected by the Executive. Payment of any outstanding monies shall be made no less than 6 months after dissolution to ensure that there are no outstanding payables that could impact the final figure at dissolution. Until that time all monies will remain in an interest-bearing trust fund at the CFM'S banking institution.

Article 14. LOCATION AND TIMING OF CFM

14.1 - The CFM will operate at a location, day and time voted upon at the AGM. For the 2003 season the location will be the Station on the Green parking lot, each Saturday from "May 24 weekend" to "Thanksgiving" between the hours of 8:30 to 12:30 pm. Rain or shine.

14.2 - In the event that the present location becomes unavailable or unsuitable, the Executive shall seek out an alternate location for the market in downtown Creemore or if a suitable location cannot be found in Creemore, at some other location within the boundaries for vendors set out in the bylaws. Once a suitable location or selection of locations has been identified the choices will be presented to a special meeting of members for a vote on any change of location.

14.3 In any deliberations for a change of venue, day or time, the executive shall weight all the factors affecting the success of the market including location, access, parking, washroom facilities, safety, size etc. into their search.

14.4 In the event that pressure, in any form, is applied by any level of government or organization for changes having any impact on the CFM or its members, its location or terms of reference, the directors shall ensure timely and broad publicity of such pressure to allow the community of Creemore to provide input, prior to a special meeting of members called for discussion and resolution of such pressure,