

The West Milford Farmers Market

Established January 2009

A project of Sustainable West Milford, Inc. a 501(c)(3) non-profit corporation

Background and Bylaws

Approved April 2019

Article I – Vision of the West Milford Farmers Market

A. Vision The West Milford Farmers Market will build a stronger and more sustainable West Milford by creating a ‘one-stop’ opportunity for local residents and businesses to conveniently obtain and sell high quality locally grown and crafted products in a welcoming, informative and entertaining setting.

The West Milford Farmers Market will seek to be creative and innovative, but will at all times be guided by the following core principles:

- All products available at the market will be high quality and produced and/or crafted by the vendors themselves in order to maximize the economic, environmental and social benefit of the Market to the local community.
- West Milford vendors will be prioritized for available vendor spaces as they become available, but vendors outside the municipal boundary within a 75 mile radius of the Town will be permitted in the interest of providing a diversity of foodstuffs and goods to local residents.
- The Market will serve as a community social resource, by providing opportunities for enhanced social interaction through regular entertainment and educational programs; e.g., performances by local musicians, and free tabling space for local non-profit, non-partisan entities.

Article II—Name, Location, and Time

- A. Name** The name of the organization shall be the West Milford Farmers Market (the “Market”).
- B. Location** The location of the Market will be the parking lot of the West Milford Presbyterian Church located at 1452 Union Valley Road, West Milford, New Jersey.
- C. Time** The Market will operate on Wednesday from 3 pm to 7 pm June through September, and from 3 pm to 6 pm for the month of October (as appropriate).
- D. Season** The starting date for the Market will be June 5, 2019. The last Market of the season will occur on October 16, 2019. There will be no Market July 10th or August 7th due to Church programming.
- E. Other** All provisions of this Article II may be modified at any time.

Article III—Management/Organization

- A. Farmers Market Committee** A Farmers Market Committee (the “FM Committee”) consisting of up to 9 voting members will oversee the Market. Members of the FM Committee will be appointed by and serve at the pleasure of the Sustainable West Milford Board of Directors (the “SWM Board”) for a term of 1 year, commencing on December 1 of each calendar year, and renewable without limit. The Sustainable West Milford Executive Committee (the “SWM EC”) and the SWM Board shall be responsible for the review and approval of all expenditures proposed by the FM Committee. While the FM Committee will be granted significant latitude and independence in its activities and decisions of a non-expenditure related matter by the SWM EC and the SWM Board, the SWM EC and SWM Board shall maintain approval/veto authority over all activities and decisions of the FM Committee.
- B. Duties** Members of the FM Committee shall share in the responsibilities associated with the planning and operation of the Market to the extent that they can in a leadership position.
- C. Roles** While the FM Committee will not appoint a formal board of directors, committee members shall annually select individuals to fill the following roles:
- i. **Treasurer.** The Treasurer is responsible for keep accurate records of the FM Committee’s finances, serves as the liaison on financial matters with the SWM EC and SWM Board, reviews budgets, ensures projects are completed within budget and fills all other duties associated with the role of Treasurer.
 - ii. **Secretary.** The Secretary records the minutes of each FM Committee meeting, keeps them available for official inspection, is in charge of correspondence, and is the keeper of all official documents pertaining to the FM Committee, as well as all other duties associated with the role of Secretary.
 - iii. **Other Roles.** The FM Committee may decide to create additional roles as needed and appropriate.
- D. Voting Procedures** While only members of the FM Committee may make decisions on the operation of the Market (subject to override authority noted in Article III A), vendors or interested residents of West Milford are invited to support the Market as volunteers through fundraising, advertising and recruiting vendors. The FM Committee will seek to maintain an informal planning and decision-making environment, and to achieve consensus for all decisions. However, when consensus is not possible, a simple majority vote will carry any decision. A quorum will not be required for any vote, formal or informal, provided that all FM Committee members have been given the opportunity to provide feedback on action items.
- E. Relationship with Vendors -** The FM Committee will hear and make timely decisions on any Market vendor complaints, concerns, suggestions or issues as brought to their attention by a vendor. All decisions are at the sole discretion of the FM Committee (subject to override authority noted in III A).

- F. Compliance:** Vendors not in compliance with the Market bylaws and such other regulations that may be established from time to time will be asked to leave the Market by the FM Committee, and not return until such time that they can demonstrate compliance. The FM Committee reserves the right to reject any vendor from participation in the Market for any reason it deems valid.
- G. Meeting Schedule:** The FM Committee will meet at least monthly from February-May and as needed throughout the Market season.

Vendor Rules and Regulations

Article IV—Eligibility, Space, and Fees

- A. Eligibility** In order to be considered for inclusion in the Market, the following minimum eligibility criteria must be satisfied:
- i. Farm and/or place of fabrication must be within 75 miles of the municipal boundary of West Milford. Growers/producers located within West Milford will be prioritized when possible and appropriate, at the sole discretion of the FM Committee.
 - ii. A minimum of 80% of edible products proposed for sale must be produced/crafted by the vendor of/from products grown/produced at an operation of which they are the majority owner. Any edible products proposed for sale by the vendor that do not come from an operation of which they are the majority owner must still be produced/crafted within 75 miles of West Milford.
 - iii. Non-edible consumer goods must be personally crafted by the vendor, and at a location within 75 miles of the municipal boundary of West Milford.
 - iv. Producer must be available and commit to being present at the Market as specified in the guidelines below.
 - v. Farm/place of fabrication, and where appropriate, product samples, must be available for inspection by the FM Committee and its designees.
 - vi. Special Exception – Vendor category B (i) and (iv) as noted below.

Satisfaction of the minimum eligibility shall not ensure interested vendors the opportunity to participate in the Market. By April 15th of each year, the FM Committee shall select and notify those vendors that it believes would best fulfill the mission of the Market. Failure to maintain compliance with the above eligibility criteria, Market bylaws and other regulations established by the FM Committee shall constitute grounds for dismissal as per Article III F.

- B. Vendor Types** In order to provide for a diversity of products, the Market will strive to incorporate a diversity of vendor types, as noted below. Each vendor participating in the market will be classified in one of the following

categories, which may be modified at any time at the sole discretion of the FM Committee:

- i. **West Milford Business Owner**
 - a. An individual who owns and operates a commercial enterprise within the municipal boundaries of West Milford, who participates for the purpose of selling local produce, products and consumer goods.
 - b. No franchise operations other than those with their principal headquarters located within the municipal boundaries of West Milford will be permitted.
 - c. Products resold by this type of vendor are subject to the following provisions of Article IV(A); i, ii, iii, v and vi. The West Milford Business Owner is responsible for ensuring the producer, fabricator and/or artisan is fully in compliance with the preceding provisions, and shall supply proof of said compliance to the FM Committee upon request.
- ii. **Natural Products Artisan**
 - a. An individual who personally crafts consumer goods at a location within 75 miles of the municipal boundary of West Milford.
 - b. The Committee may limit the number of times a particular Artisan may participate during the Market season.
- iii. **Full-Time Professional Grower**
 - a. An individual or principal owner of an entity that grows and creates agricultural products within 75 miles of the municipal boundary of West Milford, and derives a significant portion of their personal income from same products.
 - b. May sell both 'raw' agricultural products (e.g. vegetables, fruit, eggs) and value-added products (e.g. jelly, cheese)
 - c. Participates in other farmers markets, and sells and markets products through other channels.
 - d. Commits to attending every Market day.
- iv. **Professional Producer**
 - a. An individual or principal owner of an entity that grows and creates agricultural products within 75 miles of the municipal boundary of West Milford, and derives a portion of their personal income from those sales.
 - b. May sell both 'raw' agricultural products and valued-added products.
 - c. May or may not participate in other farmers markets.
 - d. Commits to attending the Market on at least a bi-monthly basis.
 - e. Exceptions to the percentage limitations of Article IV(A)ii will be permitted when the product does not overlap with the goods of other vendors, and when the product is

determined by the FM Committee to add value to the offerings of the market.

- C. Parking** At the start of the Market season, the FM Committee or its designee will assign a permanent space to each vendor. Adjustments to the plan are made for each Market date and event according to expected and actual vendor participation. Vendors will be required to arrive and park vehicles behind their space one (1) hour prior to Market opening. Adjustments to the map will be made as needed to ensure locations result in a well organized, safe and appealing Market place. Vendors who want to exit the market prior to designated closing time must alert and coordinate with the Market Manager prior to moving their vehicle. Vendors shall vacate the Market no later than one (1) hour after the Market ends.
- D. Attendance** Full Time market vendors, except as otherwise noted in these bylaws, are expected to be present at every week of the market, regardless of weather conditions. Limited exceptions may be made for extraordinary circumstances beyond the control of the vendor. Vendors unable to attend due to extraordinary circumstances shall provide at least 24 hour advance notice to the FM Committee or its designee, if possible. The FM Committee reserves the right to ask vendors to leave the Market should a vendor establish a pattern of absence that is disruptive to Market operations. No refunds will be provided for those Market days which vendors have paid for, but fail to attend.
- E. Sale Activities Only During Designated Market Hours** The Market is set up, and opens to customers on specific days during set hours as established by the FM Committee. Vendors are expected to adhere to the established hours of the Market and sell only during those established operating hours.
- F. Fees** In order to pay for advertising, management and other expenses associated with Market operation, fees will be charged to all participating vendors (all types identified above under IV (B)). The only exception is for a new vendor trying out the Market for the first time - for that day, there will be no fee. After that, the fee for a single booth space at the Market is \$30 for one 12' x 12' space, per week. A vendor may register to use more than one space at the market. The payment schedule is as follows:

April 15th - \$40 Registration Fee (for Market vendors participating weekly, \$10 for Artisans).

May 15th – ½ of total booth rental fees

July 20 – Balance of total booth rental fees for season

If payment for the Market season is *made in full* by May 15, a prepayment discount of \$50 (per vendor, not per space) will be applied.

Article V—Rules Governing Market Participation

- A. Off Site Product Sale Limitations** Except in the case of a West Milford Business Owner, B(v)(e) and V(E), no more than 20% of a vendor's goods may be produced or purchased from outside of the grower's/producer's/artisan's agricultural operation. It is the responsibility of the grower/producer/artisan to verify that products sold adhere to this guideline. If market management has reason to suspect noncompliance, the Market reserves the right to take all reasonable steps to verify vendor claims, including site visits.
- B. Staffing** All vendors shall identify before the start of the season whom will staff their Market operation. In order to provide an opportunity for customers to meet and learn about the products they are purchasing, booths shall be staffed by the producer(s). If the producer(s) desires to staff a booth by someone other than the producer, the employee must be fully conversant with the product offered for sale to the extent that the producer(s) would be. The FM Committee shall have sole discretion in deciding whether to permit a non-producer to staff a vendor's booth.
- C. Satisfy Customers** All vendors shall be fully and solely responsible for guaranteeing customer satisfaction with the quality of their product (inclusive of resale products), and shall take all reasonable steps necessary to provide such satisfaction. At no point shall the FM Committee, Sustainable West Milford, the SWM Board or the SWM EC be responsible for resolving any customer complaints about products sold by vendors.
- D. Artisan Items** New Jersey and New York craft items fabricated within 75 miles of the municipal boundary of West Milford may be accepted after a product review by the FM Committee. The FM Committee reserves the right to reject any vendor or crafter from participation in the market for any reason.
- E. Local Sourcing Requirements** All produce, products and crafts sold at the Market must be grown, produced or crafted within 75 miles of the municipal boundary of West Milford, save for those exceptions noted in **H** below. The FM Committee may, at its sole discretion, permit the sale of produce grown outside a 75 mile radius within the month of June for the purpose of providing a 'fuller' slate of offerings for customers. In no instance shall produce from outside the states of New Jersey, Delaware, New York, Maryland or Pennsylvania be permitted. All produce from outside the 75 mile radius must be labeled as such.
- F. Measurements** USDA approved scales should be used in sales of products sold by weight. If a USDA scale is not used, the seller is encouraged to sell by the item, bunch, number or volume.
- G. Permits** The sale of certain products requires certificates or permits issued by the state of New Jersey or other government agencies. Permits include, but are not limited to; processed and cooked foods, fish, dairy products, meats, potted nursery plants, flowers. Vendors are responsible for obtaining all appropriate certifications and inspections as required by the law. The Market may request verification of licensing, where appropriate.

- H. Processed Food Items** Vendors are required to declare that they will be selling processed food and cosmetic items at the time of application. Processed food and cosmetic items are accepted by the Market, provided they are determined by the FM Committee to add value to the Market. These include jellies, jams, canned vegetables and fruits, flavored vinegars, oils, dressings, soaps, lotions, breads, dairy products and meats. The FM Committee, on an individual basis, will assess value added items for sale by Market vendors. Items will be evaluated on the basis of their enhancement to the grower’s regularly sold products, their value as an addition to the variety of products at the Market and the historic/traditional nature of the item. The Market reserves the right to make on site verification of vendor claims. It is the vendor’s responsibility to acquire permits and provide verification of certification to sell processed food products. Necessary certificates must be available at the vendors stand during market hours. Vendors are not permitted to bring products to the Market that are not declared at the time of application or subsequently approved in advance by the FM Committee.
- I. Plants** Subject to the review and approval of the FM Committee, vendors are permitted to bring plants for sale that they have grown from seed/cutting or ‘finished’ to a significant degree (e.g. blueberry plants that have been grown to fruiting maturity) at a location within 75 miles of the municipal boundary of West Milford. The FM Committee will consider such criteria as uniqueness and ready availability in determining whether to permit such items.
- J. Labels** For edible items the FDA recommends the following information on product labels: your name, common product name, list of ingredients, weight or approximate weight stated as such.

Example:
 Mary Smith-Smith Farms Zucchini Bread
 Contents-zucchini, flour, butter, sugar.
 Approximate weight (can be marked as...) _ pound or as 1 loaf.

Mary Smith-Smith Farms Cherry Jelly
 Contents-cherry juice, water, sugar
 _ pint

- K. Insurance** A certificate of coverage indicating liability insurance is required with a minimum coverage of \$1,000,000.00 comprehensive general liability including contracts, liability, products and completed operations and, if paying employees to attend the Market, worker’s compensation at statutory limits. The certificate of coverage shall name Sustainable West Milford, Inc (50 Linwood Road, Hewitt, NJ). This Certificate of Insurance shall include an additional insured endorsement for Sustainable West Milford, Inc., as an additional insured in respect to the West Milford Farmers Market located at the West Milford Presbyterian Church. The Market host may, at its sole discretion, exempt vendor category ii (natural products artisan) from all or part of this insurance requirement. The certificate must be received and

approved by the FM Committee **prior to the start of the Market season. Insurance must remain in full force and effect for the duration of vendor's participation in the Market, and the certificate must reflect coverage effective for the appropriate time period.**

- L. Trash** Each vendor is responsible for cleaning the area around his or her stall. Vendors' generated waste should be disposed back at the Vendor's farm or commercial operation. The FM Committee will provide sufficient trash receptacles for use by the public. Each vendor is responsible for their space and will be expected to clean it before leaving the area. Recycling containers will be available at the market and vendors are asked to recycle plastic and paper. The market area shall be kept free of litter, trash and unsightly clutter. Vendors not in compliance will be assessed a minimum \$15 fee.
- M. Signs** For uniformity, every Vendor must provide an identification sign, at the Vendor's own expense. Those vendors indicating certified organic status must have available at all times the appropriate certificate for inspection by the FM Committee and the public. Signs may not exceed 4' by 10'. Lettering on the sign must be at least two inches tall. The sign must be brought to the Market by the Vendor each week and must be displayed in the Vendor's own display area in a prominent location able to be viewed by all customers.
- N. Displays** All prices must be clearly posted before and during the time of the Market. Tables displaying produce must be set up so that no Vendor blocks or limits the view or access of a customer to a neighboring Vendor. Permission to set up additional displays in front of the tables will be at the discretion of the FM Committee or its designee, depending upon the type of produce sold [for items such as melons, etc.] Vendors are strictly prohibited from displaying or distributing any political paraphernalia including but not limited to flyers, banners, buttons, or other items that could be conceived as campaigning for one political candidate or slate of candidates. Vendors must supply their own scales, bags, tables, electrical cords, awnings, refrigeration if necessary, etc. Products may be sold by the count, weight, bunch, or in legally acceptable containers. All other containers must identify the net weight of the contents.
- O. Space for Not-for-Profit Community Service Groups and/or Clubs** The FM Committee reserves the right to permit community-based, not-for-profit service groups and/or not-for-profit clubs to occupy a booth to promote that group's and/or club's mission and projects. Such community-based not-for-profit group or club may not interfere with the orderly operation of the Market and may not offer for sale any produce or product or raffle. A nonprofit organization is strictly prohibited from promoting any political party or slate of candidates, and from passing out political flyers or information. No more than one such booth will be permitted each week at the Market and the booth will be permitted to occupy only one parking space. A Not-for-Profit may accept donations at the Market through the use of a donation box, but may not actively solicit such donations outside of the booth space. Not-for Profit Community based service groups must register with and be approved by the FM Committee. Any such community-based service group desiring to reserve booth space at the Market must receive the prior written approval of the FM

Committee Requests must be in writing and will be decided on a first-come, first served basis. Prior to participating in the Market, entities within this category must furnish a certificate of coverage indicating liability insurance with a minimum coverage of \$1,000,000.00 comprehensive general liability including contracts, liability, products and completed operations and, if paying employees to attend the Market, worker's compensation at statutory limits. The certificate of coverage shall name Sustainable West Milford, Inc (50 Linwood Road, Hewitt, NJ). This Certificate of Insurance shall include an additional insured endorsement for Sustainable West Milford, Inc., as an additional insured in respect to the West Milford Farmers Market located at the West Milford Presbyterian Church. **Insurance must remain in full force and effect for the duration of entity's participation in the Market, and the certificate must reflect coverage effective for the appropriate time period.**

The Market host may, at its sole discretion, exempt non-profits from all or part of this insurance requirement. The Committee may limit the number of times a particular entity may participate during the Market season.

- P. Buy Local Program.** Non-franchise businesses located and headquartered within the municipal boundaries of West Milford Township may participate in the Market for the purpose of advertising their goods and services. Interested participants must submit the attached 'Buy Local' form for review and consideration by the Committee. Applicants approved by the Committee will be permitted to participate in the Market once a month to a maximum of three times per Market season. A maximum of one space will be available at the Market per week. Participants will receive a 12 x 12 space. A \$20 fee per Market session attended will be charged to recover Market advertising/marketing and supplies expenses, along with a one time \$10 registration fee. All participants must provide a signed waiver prior to participation, as well as proof of liability insurance with a minimum coverage of \$1,000,000.00 comprehensive general liability including contracts, liability, products and completed operations and, if paying employees to attend the Market, worker's compensation at statutory limits. The certificate of coverage shall name Sustainable West Milford, Inc (50 Linwood Road, Hewitt, NJ). This Certificate of Insurance shall include an additional insured endorsement for Sustainable West Milford, Inc., as an additional insured in respect to the West Milford Farmers Market located at the West Milford Presbyterian Church. The Market host may, at its sole discretion, exempt 'Buy Local' participants from the additional insured requirement. **In order to avoid overlap with Market Vendor offerings and maintain a 'Farmers Market' feel, no goods or services may be sold at the Market.** The Committee may limit the number of times a particular entity may participate during the Market season.
- Q. Inclement Weather.** It will be the objective of the Committee to provide for the Market to operate every week it has been scheduled to do so. There may, however, be circumstances such as dangerous weather (e.g. lightning) that, in the determination of the Market Manager(s) / Committee would mean that operation of the Market would put the Market Manager(s), vendors and customers at danger, and create significant liability for all involved. In such circumstances, the Market Manager(s) and Committee may elect to cancel the

Market, and in said instance shall notify the vendors prior to the start of the Market (3pm). The Market site owner may also, at their sole discretion, elect to cancel and close an 'in progress' Market due to dangerous weather. It is the responsibility of the vendors to provide accurate contact mobile phone information. The Committee shall have no responsibility to waive the fees for any Market that the Committee or the Market site owner may cancel, as the Market costs are fixed, but it also may choose to do so at its discretion and if circumstances permit same.