

the new leaf

newsletter of the Syracuse REAL FOOD Cooperative

September 2016

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Thanksgiving time.



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Syracuse
REAL FOOD
Co-op

www.syracuserealfood.coop



50 VOTING
MEMBERS
bringing another
VOTING
MEMBER
will equal
100 VOTING
MEMBERS
or a quorum!

NOTICE OF

annual MEETING

Wednesday

November 16, 2016

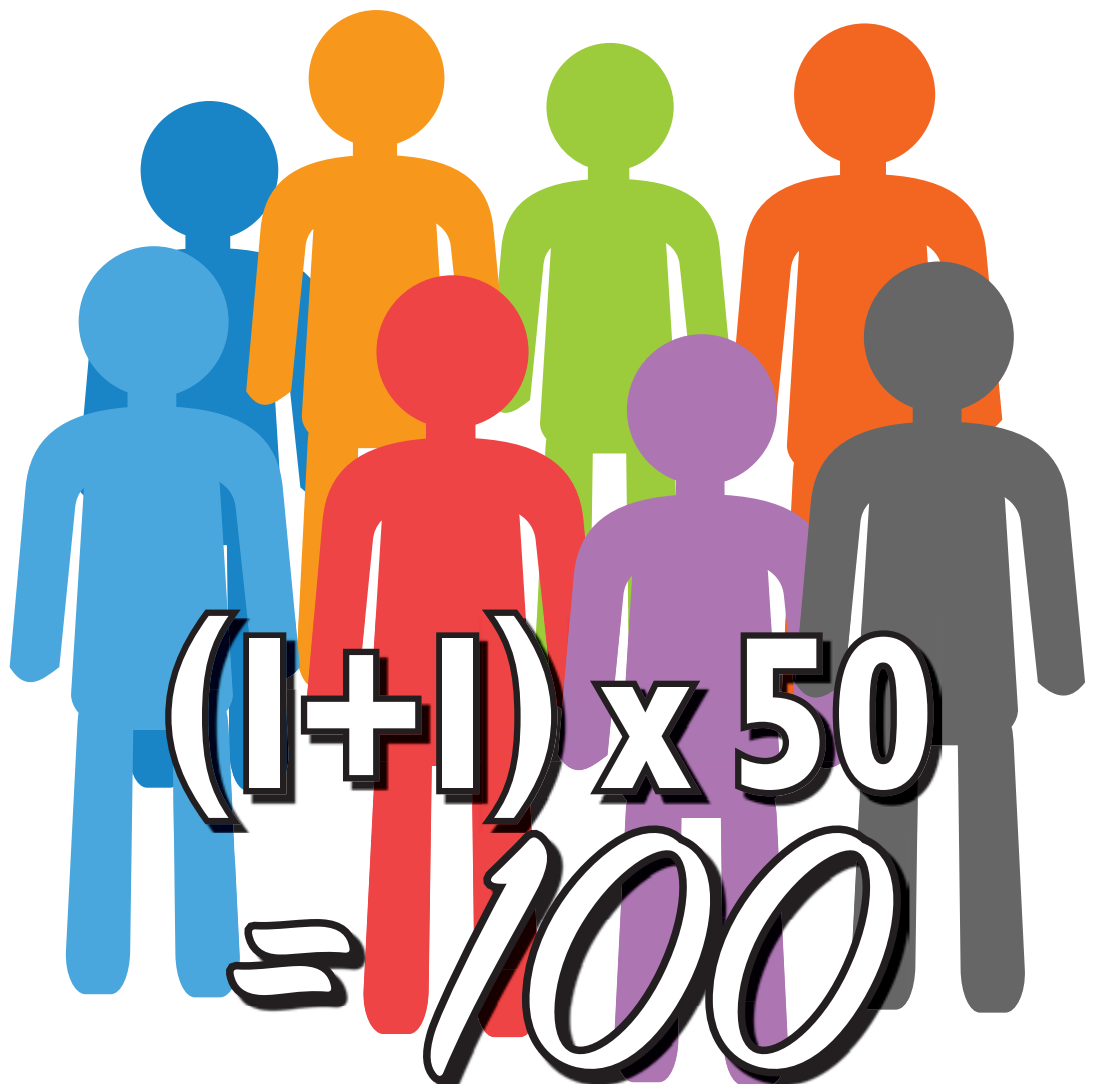
7 To 9 PM

At

All Saints Parish Center

1342 Lancaster Ave., Syracuse, NY 13210

Details Inside



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the new leaf ~ newsletter of the Syracuse REAL FOOD Co-operative



Jeremy DeChario
General Manager

Scott Pierson
Assistant Manager

Reina Apraez
Produce Lead

Don DeVeau
*Marketing and Member
Services Coordinator*

Gabriel Smith
Grocery Lead

Board of Directors

President

Meagan Weatherby

Vice President

John Craddock

Secretary

Abigail Henson

Treasurer

Larry Rutledge

Andrew Erickson
Debra Lee Gertz
Briana C. Kohlbrenner
Steven Morris
Tom Taylor

New Leaf Editorial Team

Editor

Don DeVeau

Contributors

Jeremy DeChario
Meagan Weatherby
John Craddock
Debra Lee Gertz
Andrew Erickson
Tom Taylor
Abigail Henson
Morgan Moseley
Adam Gold
Scott Pierson
Reina Apraez
Co+op Stronger Together

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www.syracuserealfood.coop
618 Kensington Road
Syracuse, NY 13210



Photo by Jason Greene

Our President Delivers!

By Don DeVeau, Editor

The Syracuse Real Food Co-op President, Meagan Weatherby, has delivered excellent leadership to the Co-op Board of Directors over the last year, and in the previous year, as Co-President with Andrew Erickson. Meagan also delivers as an Advisory Board

Member for the newly reopened Eat To Live Food Co-op, located on South Salina Street in Syracuse. In typical fashion, Meagan worked at her position as the Program Sustainability & Outreach Coordinator for Cooperative Federal: Syracuse's Community Development Credit Union until 9:00 PM on a Friday night as she was clearing up loose ends at work, in anticipation of starting her maternity leave the next day, her baby's due date. Again, delivering until the end. Lo and behold, four hours later, Meagan began a different kind of laboring. That's right, on schedule, baby boy Tristan Weatherby-Dellwo or Tris for short, came into the world weighing in at 8 pounds and a length of 19.5 inches. Proud parents Thom Dellwo and Meagan Weatherby are enjoying their "Handsome Fella",

whose picture is below. This time Meagan really delivered big time although she said, "It was quite a surprise that he showed up so promptly after my last day of work. I was convinced he was going to be at least a few days past his due date - perhaps I would have taken a nap instead of staying late to finish up at the office if I had known!" Congratulations to mom and dad! We wish the new family a bright and happy future. While Meagan is on leave, Vice President John Craddock will be Acting President of the Syracuse Real Food Co-op.



Tristan Weatherby-Dellwo



Photo by Jason Greene

General Manager's Comments

By Jeremy DeChario, General Manager

Democratic Member Control

The second of the Seven Cooperative Principles, "Democratic Member Control," (See page 6) ensures that members have a voice in the governance of the Cooperative. There are several ways the members can exercise their democratic responsibilities. This time of year, two major opportunities are on the horizon: board elections and the annual meeting.

The most frequent democratic interaction between Co-op members and the store is through the Board of Directors. The Board is a group of nine volunteers who serve the Co-op by representing the Members' fiduciary interests. Much like in the United States' representative democracy, the Board makes decisions with a greater deal of frequency than is convenient for most members. The Co-op has 9 Board Members serving staggered 3 year terms, with 3 directors being elected annually.

The second, more direct, opportunity for democratic participation in the Co-op is fast approaching. This issue of the New Leaf is serving as due notice for the Co-op's annual meeting where we're trying to achieve a quorum of

our members. In the SRFC bylaws (and NY State Law), the requirements for quorum are 10% of membership or 100 members, whichever is smaller. For a Co-op of our size, 100 members is all it takes to establish a quorum for our Annual Meeting.

Quorum at the annual meeting allows the Co-op's membership to conduct official business, such as voting on Bylaw changes and opening the floor for new business. The Co-op's ability to effectively operate depends on achieving quorum at the annual meetings, and I encourage all interested people (member or not) to come to our Annual Meeting on November 16th from 7-9 pm at the All Saint's Parish Hall to hear annual reports, help us achieve quorum and act on Co-op business.

As an added incentive to achieve quorum this year the Co-op is offering a special opportunity for a donation to local food pantries:

Bring a canned good from the Co-op to the Annual Meeting and we'll match it one for one.

If we achieve quorum, the Co-op will match the donation two to one.

Welcome Our New Members!



Alison Adams
Ashley J. Bohrer
Margo Burgmeier
Elliott Carlson
Andres Fabian Henao Castro
Heidi Chang
Mike Chang
Liz Chaskey

Nathaniel Chien
Anna Chovanec
Heather Coleman
Gabriel Coleman
Isabel Collazo
Bruce Conner
Phyllis Conner
Holly Dailey
Soumi De
Virginia Debenedictis
Dion Depra

Naomi Dershowitz
Paul Eaglin
Crys Eldridge
Elise Finielz
Anthony J Gigliotti
Thomas A. Griffith
Andre Habet
Caleb Haines
Gregory Hoke
Elissa Johnson
Anna Kanter

Alden Keefe Sampson
Oliver Khouri
Kyangeun Kim
Harold J. Kyle
Jamie Lamit
Meghan Lawler
Katie Lemanczyk
David Lester
Katie Lipp
Aubrey Lipp
Kharyn Lott-Tobin
Shannon Malone

Rea Manderino
Kirsten C McGiver
Kerry McMahon
Melissa McMahon
Tom Mcneilley
Matthew Miller
Barbara Mioduszewska-Hoke
Laura Mortelliti
Stephanie Mote
Siddharth Motwani
Quinn Murphy
Jack Murphy
Michael Norris

Diane Norris
Ty Keithya Oung
Cinnamon Pace
Adrienne Phillips
Andrew Poitras
Solon Quinn
Cara Mia Ranalli
Margot Reed
Pat Rook
Matthew Russell
Bonnie Ryan
Preeti Sahu
Naomi Schware
Morgan Secoy

Kendra Smith
Heather Sullivan
Ben Taylor
Joshua Tignor
Annie Trizna
Hadijah Vanada
Hester Veitch
Herman Veitch
Evan Williams
Joel Winkelman
Katherine Woodlee
Yao Xu
Allyson Young
Peitao Zhu





Board of Directors Commentary

Your Board Is Definitely Not Bored!

By Meagan Weatherby, President

The Co-op's Board of Directors works hard to represent the interests of our fellow owners while providing responsible, thoughtful governance and oversight. We're very proud of the progress our Co-op has achieved -- and we can't wait to discuss it with the membership at our Annual Meeting in November! As we mark the passage of another year, here are

reflections from some of our current board members.

John Craddock:

For me, the best part about serving on the board is the feeling of giving back to a neighborhood institution that has been a part of my family's lives for the decade we've lived in the neighborhood. Our Co-op has a long history, and throughout it, it has been sustained by the leadership of members who are willing to step up and do their part to ensure it's there for the next generation. As we close in on our 45th anniversary, we find that our store is prospering in a highly competitive marketplace where many other Co-ops are not. Being a part of that success is its own reward, but knowing that we're positioning the Co-op for future growth and longevity insures that future members will have the same opportunity to participate in a thriving, sustainable, member-owned business.

Debra Lee Gertz:

My favorite part of serving on the Board of Directors at the Syracuse Real Food Co-op has been working as a team with a variety of individuals towards a common goal. Our communication needs to be clear so we can support our management team in creating a thriving cooperative market. We must learn to listen well, share ideas and problem solve together. We are a 9 person board, serving 3 year terms that are staggered, creating variable dynamics and an expanding circle of members/participants/cohorts/fellow board members past and present. It is fun and satisfying to work as a healthy team as we move our Co-op forward together. I am grateful for the opportunity.

Andrew Erickson:

It has been an encouraging year serving on the Co-op's board. Effectively dealing with challenging dynamics and maintaining the strong fundamental values of our community grocery store business has been very fulfilling. The direction we are headed in is positive and exciting. The harvest we will yield from the seeds we are currently sowing is bound to be plentiful!

Tom Taylor:

As a first year Board member, I have been learning about the operations of Co-op from a totally different perspective. My years of supporting the Co-op as a member have made me appreciate the store. The goods that are available for purchase speak for themselves as to their value. The care and effort that is behind the Co-op's products is something that I now value even more. From the staff and management to the other Board members I see great passion and care. Passion for the food, products and philosophy of a cooperative organization. And, great care for people. Our wonderful Co-op is vibrant, healthy and stands on its own feet in a competitive marketplace due to all those involved. Seeing the hard work, the smart decisions and the integrity of the entire organization has been my favorite and most gratifying aspect of Board membership.

Abigail Henson:

For me the most exciting about the Co-op's work is watching it bloom and grow into the modern era, while maintaining the integrity of its past. With Jeremy at the helm there have been new directions that make our little Co-op even more desirable and accessible. The fresh approach has been fresh and bold and I've enjoyed being on the outskirts watching it unfold into this new chapter.

Meagan Weatherby:

The most exciting aspect of working with the Co-op's Board this year has been watching our little store start to really flourish. Ongoing member investment and deep concern for our Co-op community have kept us going for nearly 45 years, holding strong while many other Co-ops of the 70s and 80s unraveled. Now, the Co-op's leadership is determined to reciprocate that investment by ensuring our owners have an excellent, responsive, and self-sustaining local market. As you'll hear at the annual meeting, the Co-op just closed the books on a very successful fiscal year, and as a result we're in a strong position to explore the question: What's next? Our future is filled with possibility, and we're proceeding into 2017 prepared to take some strategic next steps. It's going to be a challenging and complicated year, but I'm enraptured by the process and thrilled to move onward.

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Agenda

Syracuse Real Food Co-op Annual Membership Meeting

Wednesday, November 16, 2016 at 7:00 pm

All Saints Parish Center

(1342 Lancaster Ave, Syracuse, NY 13210)

1. Welcome & Refreshments - Light Fare Served	7:00 pm
2. Call to Order & Introductions	7:30 pm
3. Determination of Quorum	7:35 pm
4. Proof of Due Notice of Meeting	7:38 pm
5. Reading & Disposition of Minutes: Fall Membership Meeting 11/2015	7:40 pm
6. Annual Reports	7:45 pm
a. President's Report	
b. Treasurer's Report	
c. General Manager's Report	
7. Unfinished Business	8:05 pm
8. New Business	8:05 pm
a. Proposed Amendment to Bylaws	
b. Q&A	
9. Election of Directors	8:40 pm
a. Nominations Report	
b. Introduction of Candidates	
c. Ballot Instructions	
10. Adjournment	9:00 pm





Morgan Moseley

Employee of the Quarter

Morgan Moseley, Cashier

Hi! I'm Morgan, and I've been a cashier at the Co-op for almost a year. I'm originally from a small town in Texas called Brownwood, you most likely have never heard of it, and I went to school in a smaller town called Bangs...you definitely have never heard of it. As soon as I graduated high school I moved to Westchester, New York where I had the opportunity to intern for a producer/ performing arts lecturer. With the experience I was able to travel all around the U.S, Canada, and even London. It was during this internship where I started to become interested with healthy eating. I spent most of my free time reading cookbooks and experimenting with fresh and

organic foods, sometimes failing, but it never discouraged me to change my lifestyle for the better. During my second year of interning I was trying to figure out what my next step was, luckily a close friend of mine was living and going to school in Syracuse. After a few visits (and sneaking into a couple of classes) I realized Syracuse is where I wanted to live and attend school. When I got the job at the Co-op I really didn't expect to gain so much from it. I've learned more about where my food and products come from and local businesses. I've also been fortunate to work with a staff who is supportive and patient. Now I am attending school at OCC, and plan on staying at the Co-op while I finish school (which will most likely be a long time). So if you see me at the Co-op I will probably be at the register or finding something to clean, but don't be afraid to say hi, one of my favorite things about my job is having conversations with the customers on just about anything!



Adam Gold

Co-op Member Mailbox

Testimonial by Adam Gold, Co-op Member

When I arrived in Syracuse in 2002 to attend Syracuse University, I knew close to nothing about local food, local farms, healthy options. I remember finding the Co-op when I was living off-campus my junior year of college. I believe the first day I stepped in there and took in what was happening, I also signed up for my membership. It seemed so obvious and simple. Great food at fair prices, and all of it procured by a group of people that are carefully selecting what should be available

to our local community. I knew I couldn't find Cocoa Krispies, I knew i couldn't get a pint of Ben & Jerry's, but I was more than happy and IMPRESSED by what they had to offer!

A couple years later when my friend Kyle and I were planning to open a silly idea

of a coffee shop / waffle house, the first place we went to do research on where and how to source our ingredients was of course, The Co-op. We knew that if we had plans to serve delicious, fresh, wholesome food, the Co-op would know how and where to source it from. So we walked in there and asked our friend Marty who was on the staff at the time, and he told us about one of the Co-op's distributor's: Regional Access. To this day we have sourced a majority of our fresh ingredients from Regional Access, and continue to pick up items from the Co-op. We wouldn't and couldn't have opened up a successful food business if it weren't for the advice we got from staff at the Co-op.

I still live just a couple blocks from the Co-op and for good reason. My fiancé and I take walks there, and bike there on a regular basis. You can see me there more than once a day sometimes! I live and breathe the Co-op and I'm healthier for it. I can't imagine not having access to healthy foods sourced from local farmers and all the other great handpicked products in between.

MIDDLE AGES

BREWING COMPANY

120 Wilkinson Street | Syracuse, NY 13204

Phone: (315) 476-4250

Web: middleagesbrewing.com

Syracuse Real Food Co-op Now Delivers

The Co-op's new delivery program, CO-OP >TO GO, is available to the general public. It's available for pick-up at their store, 618 Kensington Road or for delivery to your home or office. Current delivery times are Tuesday, Thursday and Friday from 5 - 7 pm. Here is how it works:

SIGN UP: Go to the syracuserialfood.coop website and select SHOP ONLINE and follow instructions. Once you are signed up you can use rosieapp.com from your computer or install the Rosie app on your smartphone. **SHOP:** Shop from some 2000 plus quality grocery items. If you prefer ripe bananas, you can customize your order with special instructions. **CHECK OUT:** Receive your confirmation code. **RECEIVE:** Drop by the Co-op and pick up your groceries or relax at home during the time window for delivery. Introductory delivery cost is \$4.99. Check the Co-op website for available delivery zip codes. Rosie helps you shop by letting you save your favorite items, reminding you when you are running out of frequently purchased products and letting you reorder past purchases with a single click. Check out this fast, convenient way to shop for groceries right here in the Westcott community.



Believe It or Not, Thanksgiving Is Just Around the Corner - November 24th

For Your Convenience the Co-op Will Be Open On Thursday
Thanksgiving Day from 8 AM to 2 PM



BUNDLE & SAVE

Order your Holiday Produce Box @ \$49.75 and your local pasture raised Oink & Gobble Turkey @ \$3.99/lb. and receive \$10.00 off your “bundle & save” combined purchase price

Return This Order To The Co-op



- ☐ Holiday Share Box Only \$49.75
Full Payment Required
Order by November 18th
- ☐ Oink & Gobble Turkey Only \$3.99/lb.
\$20.00 Deposit Required
Order by October 26th

BUNDLE & SAVE

- ☐ Holiday Produce Box @ \$49.75 and Oink & Gobble Turkey @ \$3.99/lb.
Receive a \$10.00 Discount on the Bundle
\$69.75 Deposit Required, Order by October 26th
- ☐ Add A Stretch Bread Reservation with Above Order

Name: _____
Phone #: _____
Member #: _____
Email: _____

Turkey Desired Day of Pickup:
☐ Monday ☐ Tuesday
☐ Wednesday ☐ Thursday 8 AM – 2 PM

Turkey Size:
☐ Small @ 10 – 12 lbs. ☐ Medium @ 14 – 17 lbs.
☐ Large @ 18 – 20 lbs. ☐ Extra Large @ 20+ lbs.

Holiday Share Box & Bundle Desired Day of Pickup:
☐ Wednesday ☐ Thursday 8 AM – 2 PM

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Co-op Supplier Spotlight Zimmer's Bakes



Tracy Zimmer



Baklava Vegan

If the spotlight falls on Zimmer's Bakes this quarter it must in turn fall on Tracy Zimmer, the energetic sole proprietor of her business. Tracy has been baking since she was a teen; starting in her Mother's kitchen making cookies for family and friends. As time went on, Tracy worked for others in the world of business but really didn't like what she was doing. During her business career, after hours, Tracy discovered the Food Network channel and watched how others turned their love of baking into viable businesses of their own. Armed with these examples of entrepreneurship

in the food world she launched her Zimmer's Bakes company.

She started off baking cookies in her home kitchen, which she still does, and taking them to local Farmer's Markets in Syracuse and Utica. After experiencing great success and increasing demand for her products she expanded her business into specialty grocery stores, (the Syracuse Real Food Co-op being one, coming on board in February of 2013), weekend festivals and restaurants. With the wholesale portion of her business demanding more and more product, Tracy had to make some decisions about the future look of her enterprise. Time constraints finally caught up with Tracy and it became evident that the time it took to go to outside events was impossible to continue, so she made the decision to concentrate on the growing wholesale portion of her business and forgo the other.

Zimmer's Bakes specializes in regular and vegan baked cookies, healthy type cookies, baklava, brownies and Tracy's special concoctions (Tracy loves to experiment on new baked goods recipes). As an editor's note, my wife and I can attest to the pleasure of sharing a Zimmer cookie or baked good for dessert and coming back for more the next week when the next batch comes in. Delicious! So there you have the story of a person, Tracy Zimmer, finding her niche in the business world and loving every minute of it. If you haven't tried a Zimmer's Bakes product, check out the shelf next to the cashier stand by the front windows of the Co-op and treat yourself to a Zimmer moment. Don't tarry because they sell out on a regular basis.



Peanut Butter Cookie



Molasses Cookie



Recipe of the Quarter

*Selected By Scott Pierson, Assistant General Manager,
From Co+op Stronger Together*

Southwestern Stuffed Zucchini Boats



Ingredients

- 4 medium zucchinis, cut in half lengthwise
- 2 tablespoons olive oil
- 1 cup diced red bell pepper
- 1/2 cup diced green onions
- 1 teaspoon ground cumin
- 4 tablespoons prepared salsa
- 1 15-ounce can black beans, rinsed and drained
- 1 cup shredded cheddar cheese
- Pinch of salt and ground black pepper
- Dash of hot sauce (optional)

Preparation

1. Preheat the oven to 400°F.
2. Scoop the flesh out of the zucchini halves. Gently squeeze it to extract any excess liquid, then dice about a cup of the flesh to use for the filling.

3. Cook the zucchini boats cut side down on an oiled sheet pan for 10-12 minutes. Remove from oven and turn the boats over.

4. While zucchini is cooking, heat the olive oil in a skillet over medium-high heat. Sauté the red pepper, green onions and zucchini flesh for 3-5 minutes. Add the ground cumin, salsa, and black beans and cook another minute. Remove from heat and stir in the cheese, salt, pepper, and hot sauce if using.

5. Evenly distribute the filling mixture between the zucchini boats. Return the filled boats to the oven and bake for 10-12 more minutes until cheese is melted.

Serving Suggestion

Add cooked lean ground turkey to the stuffing for a heartier dish, or serve with grilled fish, chicken or tofu for an end-of-summer supper.



Zucchini takes center stage, stuffed with spiced up black beans, red pepper and topped with cheddar.

Recipe Information

Total Time: 30 minutes • Servings: 6

Nutritional Information

Calories: 156, Fat: 8 g, Cholesterol: 15 mg, Sodium: 164 mg, Carbohydrate: 12 g, Dietary Fiber: 4 g, Protein: 9 g

Democratic Member Control

Cooperatives are democratic organizations controlled by their member/owners, who actively participate in setting their policies and making decisions. Men and women serving as elected representatives are accountable to the membership. All member/owners have equal voting rights: one member, one vote.

The Syracuse REAL FOOD Co-op is governed by a Democratically elected board of directors. Each fall the Co-op holds a General Membership Meeting (GMM) where the candidates announce they are running. Voting then takes place in the store.





“The Co-op Share” Is Having A Great First Season

By Reina Apraez, Produce Lead

As of today, we have provided 39 shoppers “The Co-op Share”, a weekly local produce subscription that one could sign up for on a rolling basis, from April to November. This was our first year providing this program, and it has been a challenging and equally rewarding experience to select the most exciting products to highlight our growing season from week to week, and support our local farms. Each share typically featured one or two leafy greens, a few roots or cooking vegetables, and fun, exciting produce that is either a little more esoteric, or may have a limited harvesting window.

Throughout the season, some of our favorite boxes included: Kale, rainbow chard, spring garlic and onions, beets, rhubarb, potatoes, zucchini, corn, squash blossoms, fiddleheads, peaches and nectarines, strawberries, blueberries, eggplant, tomatoes. We will be moving forward into Autumn with local favorites, such as apples, squashes, pie pumpkins, and more greens and roots.

Here, I'll take a moment to send shout outs to some of our local resources to fill each subscription with a diverse array of produce. Many thanks for an awesome growing season and lots of hard work:

Reeves Farms, Grindstone Farm, Main Street Farms, Stick 'n Stone Farm, Juniper Hill Farms, Whiskey Hill Farm, Graber Family Produce, Remembrance Farm, Andy's Specialty Garlic and Produce, and many other growers through Regional Access and Farmshed Harvest CNY.

Our share is available on a rolling basis, and the last shares will be distributed the

week before Thanksgiving. The day before Thanksgiving, we are looking forward to offer customers our annual Thanksgiving Produce Box, made up of US and NYS organic produce – Full of every bit of produce you need to make a perfect Thanksgiving Dinner for about 5 people. Last year, the box contained:

1 leek, 4lbs mixed potatoes, 4lbs mixed sweet potatoes, 8oz fresh cranberries, 12oz fresh green beans, .80 brussels sprouts, 1 fresh parsley, 1oz of fresh poultry herbs (sage, rosemary, thyme), 2 heads garlic, 1 stalk celery, 5lbs assorted squash (butternut, acorn, delicate), 2lbs mixed onions, 8oz crimini mushrooms, 2lbs carrots.

Our customers who subscribed to “The Co-op Share” at any time in the season will be offered a \$5 coupon from the retail price of \$49.75 for the Thanksgiving Produce Box. Any customers who pre-order both a Thanksgiving Produce Box with a local Oink and Gobble Turkey will receive \$10 off their box.

Providing our customers and community a welcome environment to purchase good produce conveniently is a position I am thankful for, year after year. I am looking forward to offering my knowledge, service, and love of good produce, to you all again this holiday season!



Sample Share Box Content



Ed Smith School Co-op Face Paint



Baby Is On Board & Resting at the Co-op



Baby Sporting a Co-op Sticker



Happy Winners of Food Flight contest



Dad & Daughter Checking Out



Puppy at the Co-op



Mowing the Co-op Carpet



Biking To The Co-op



Have Scooter Will Travel



First Spring Meeting Enjoyment

Kids Love The Co-op



Quarterly Photos



Winner Of Woodstock Wagon



Woodstock Wagon Winner Is Picked



Weston Hoy Places Blocks On Permaculture Garden Borders



Work Day At The Permaculture Garden



Hard Cider Tasting



Drew Fills Out A Ticket To Win The Woodstock Wagon



Gabriel Delivers Co-op Food To The Dave Matthews Band & Crew



Harley Judd tables at Smart Health Autism Awareness Walk at Onondaga Lake



Don Goes To Marketing Matters Conference



Coconut Bliss Tabling



Permaculture Apple Tree Bears It's First Fruit



Planning The Future Of Permaculture Garden



Harley Is Ready For Spring At The Co-op



Reina Paints A Face At Ed Smith Carnival



Enjoying The Moment At Tasting



Reina & Stephanie At The Ed Smith Carnival



Reina Organizes The Co-op Plant Sale



Jeremy Readies For First Thirsty Thursday Night Tasting

Quarterly Photos



Tech Meets Taste Event



Taste of Westcott Street Event



Spring Meeting Food Flight Game



A Line Up For Face Painting At Ed Smith Carnival



Brendan Rose Works On Permaculture Herb Spiral



Good Conversation At The Spring Meeting



A List To Make Your Holiday Planning A Little Easier

BAKERY

- ☐ Zimmer's Peanut butter cup cookies & more
- ☐ Picasso's Doughnuts

BEVERAGES

- ☐ Eggnog
- ☐ Red Jacket Apple Cider

BULK

- ☐ Dried cranberries
- ☐ Cider mate
- ☐ Cinnamon sticks

CHEESE

- ☐ Three Village Nokkelost
- ☐ Adam's Reserve Cheddar
- ☐ Lively Run Chevre
- ☐ Jakes Smoked Gouda
- ☐ Chaseholm Camembert

FROZEN

- ☐ Alden's Vanilla ice cream
- ☐ Wholly Wholesome pumpkin pie
- ☐ Pie Crust, frozen
- ☐ Cranberries
- ☐ Tofurky

GROCERY

- ☐ Recess coffee
- ☐ Pamela's gluten free spice cake mix
- ☐ Arrowhead Mills organic stuffing
- ☐ Wild rice
- ☐ Chix broth
- ☐ Vegetable broth
- ☐ Cranberry sauce
- ☐ Canned pumpkin

ORGANIC PRODUCE

Check For Local & Organic Options

- ☐ Garlic
- ☐ Fresh Herbs (parsley, sage, rosemary, thyme, oregano, basil and more!)
- ☐ Mushroom Varieties
- ☐ Local Apples
- ☐ Pears
- ☐ Fresh Cranberries
- ☐ Local Carrots
- ☐ Squash (Spaghetti, Kabocha, Butternut, Carnival, Acorn, Delicata)
Pick your favorite
- ☐ Fresh Pie Pumpkin
- ☐ Radish Varieties
- ☐ Green Beans

- ☐ Yam Varieties
- ☐ Potato Varieties
- ☐ 5 Lb. Potato Varieties
- ☐ Onion Varieties

REFRIGERATED

- ☐ Field Day Celebration Roast
- ☐ Kriehild Meadow butter
- ☐ Oink & Gobble Local Pastured Turkey

SNACKS

- ☐ Chips, large variety
- ☐ Famous Co-op bean dip

ALCOHOL

- ☐ Craft beer Domestic & Local
- ☐ Hard Cider

GIFTS

- ☐ Syracuse Real Food Co-op Gift Card
- ☐ Beer Growler
- ☐ Kombucha Starter kit
- ☐ Lavender hand sanitizer
- ☐ Dr. Bronner castille soap, travel size
- ☐ Emergen-C packets
- ☐ Alaffia skin & hair products
- ☐ Candle



Summary of Proposed Changes to the Bylaws of the Syracuse Real Food Cooperative, Inc.

The Annual Meeting Agenda on Wednesday, November 16, 2016 includes the following New Business:

“Motion to amend the Bylaws of the Syracuse Real Food Cooperative as proposed by the Board of Directors.”

The proposed bylaws are included in this edition, along with the bylaws adopted in 2011.

The proposal includes the following changes to the 2011 version:

Substantive Changes

- II.B(ii) – Clarification. “General Membership Meeting” changed to “General Membership at the Annual Meeting.”
- III.A(i) – Reduction to number of Required Meetings. Whereas we currently have a spring meeting (social) and a fall meeting (business), we propose removing the requirement to have a spring meeting. A spring social will be scheduled at the discretion of the General Manager.

- III.C – Revision to forms of notice for the Annual Meeting.

- Allow email as allowable form of notification (replace “mailed to the last known post office address...” with “mailed and/or emailed to the last known address...”);
- Require signage as well as correspondence (replace “or posted...” with “and posted...”)

- VII.G - Added clause for Unclaimed Equity.

- IX – Permit Board of Directors to determine fiscal year.

Non-substantive Changes

- I.A, I.B, II.C, IV.E, V.B, V.G, VII.B-E, VIII.A-C, IX, X, XI, XII– Add/format headings and/or subheading for consistency.
- IV.F, IV.I, VI, XI.B, XIV – Remove gendered pronouns.

"Please see the Proposed Bylaws on Pages 12 & 13 and the existing bylaws on Pages 14 & 15"



The Co-op Bike Rack Series



A Rare Occurance



Another Day, Another Group



Devon's Bike Joins The Pack



Another Use For Co-op Bulk Bags. Rain Is Predicted



Exiting The Bike Rack



Even Electric Bikes Show Up



It's Not A Spare Tire On His Back. It's A Wagon Tire



Biking To The Co-op Together



A Cool Bike In The Rack



Red Bike Joins The Party



When The Bike Rack Is Full_ Improve



Co+op Forest Carbon Offset Program Slows Climate Change

By: Co+op, stronger together



Paddle up the Huayabamba River in northern Peru, and amidst the roar of breathtaking waterfalls and chatter of tropical songbirds, you'll come across the Co+op Forest. This lush, mountainous landscape is thought to be one of the most bio diverse regions in the world, home to over 160 mammal species, more than

300 bird species and hundreds of butterfly, amphibian, reptile and plant species as well.

It is paradise, but sadly much of this region is recovering from decades of deforestation, while its remaining old growth forest remains at risk for petroleum development. But thanks to intervention by concerned cooperative businesses, this region continues to play a meaningful role in slowing climate change.

Food co-ops seek to tangibly slow down the rate of climate change

Since 2012, the Co+op Forest has been thriving under the stewardship of a carbon offset program funded by National Co+op Grocers (NCG), the organization behind this website, in partnership with PUR Projet. NCG believes that environmentally responsible businesses like food co-ops have an important leadership role in addressing climate change.

The idea behind this unique carbon offset program is simple: NCG calculates their annual carbon emissions (from business travel, utilities, etc.), then funds the planting or protection of a corresponding number of trees to absorb (offset) that carbon. When trees naturally absorb carbon dioxide—a greenhouse gas—from the atmosphere, it effectively slows the rate of climate change.

Slowing climate change through rainforest reforestation & conservation projects

Co+op Forest includes both reforestation and conservation projects. Reforestation projects, in which farmers plant native tree seedlings, are important because as these trees grow they are absorbing carbon dioxide from the air and storing some of the carbon in their trunks. Planting native trees in tropical areas is especially beneficial because tropical trees reach maturity quickly, allowing them to store more carbon over their lifetimes.

Conservation projects protect old-growth trees from being clear-cut for timber, or burned to make way for crops or other development. Protecting these trees is critical because their massive trunks are made up of tons of tiny carbon atoms; every carbon atom that remains locked up in a tree is one less carbon atom that will otherwise contribute to climate change.

Co+op Forest supports fair trade farmer cooperatives, improves quality of life

Co+op Forest is also unique because it is grown in a way that respects the surrounding Peruvian community, ensuring that they benefit from the project, too. Drawing on the rich South American tradition of embracing the cooperative model, NCG partners with fair trade, organic farmer cooperatives to plant and maintain native trees in Co+op Forest. The cooperatives offer training to farmers in sustainable agroforestry because protecting the native forest around their farms produces higher quality fruits and reduces erosion, improving water quality for the entire community. Additionally, Co+op Forest trees that farmers plant on their own land will eventually provide them with much-needed retirement income from sustainably harvested FSC-certified timber.

See how we've grown! Co+op Forest milestones

As of 2016, Co+op Forest includes an estimated 1.4 million trees which will offset 2,738 metric tons CO₂e within their lifetimes, while also providing income and environmental benefits to the surrounding community.

Learn more about our annual projects below.

2012 - A partnership sprouts

NCG staff travel to Peru to meet with PUR Projet and members of the ACOPAGRO farmer cooperative, which produces organic cacao. While visiting the region, NCG staff join PUR Projet and ACOPAGRO farmers to plant what will become the first Co+op Forest native tree seedlings among the crops.

2013 - Co+op Forest takes root

Inspired by the potential to make a meaningful impact, NCG commits to offsetting carbon emissions associated with annual business travel and becomes PUR Projet's first U.S. partner to plant trees as part of the Alto Huayabamba reforestation project. NCG calls it Co+op Forest. Native Trees Planted: 1404.

2014 - Co+op Forest expands to protect old-growth trees

In addition to business travel, NCG begins tracking and offsetting emissions associated with gas and electric utilities in its offices. Co+op Forest expands to include the San Martin BioCorridor, an old-growth forest located just up river from the existing project. This conservation project protects a highly biodiverse region which is at-risk for petroleum extraction. Native trees planted: 1,100. Acres of protected forest*: 1,226.

2015 - Co+op Forest branches out

Co+op Forest expands to support a reforestation project in the Alto Shamboyacu community, home to roughly 150 families, many of whom are indigenous Quechua belonging to the Oro Verde cooperative. In addition to producing organic, fair trade chocolate and coffee, the Oro Verde co-op is revitalizing indigenous beekeeping to help pollinate crops, improve biodiversity and provide farmers with additional income. Native trees planted: 2,187. Acres of protected forest*: 1,201.

2016 - Co+op Forest region internationally honored

Due in part to NCG's continued support, the region in which Co+op Forest resides is honored as UNESCO Biosphere Reserve, to serve as a model of sustainable communities. Native trees planted: 600. Acres of protected forest*: 2,634.

*Acres of old-growth forest protected in the San Martin BioCorridor. Depending on maturity and species of trees present, each acre is home to between roughly 200 to 600 trees.



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Proposed Bylaws Changes

Proposed Bylaws changes to be voted on (with the presence of a quorum) at the Annual Meeting to be held on November 16, 2016. Changes are highlighted in yellow. See also Page (10) for Summary of Changes.

Bylaws of the Syracuse Real Food Cooperative, Inc.

I. NAME

This cooperative corporation shall be known as the **Syracuse Real Food Cooperative**, Inc. (the “Cooperative”), an entity that is incorporated as a general cooperative corporation under Article 2 of the Cooperative Corporations Law of the State of New York (the “Cooperative Law”). The principal office of the Cooperative shall be in the City of Syracuse, County of Onondaga, and State of New York.

A. Purposes, The purpose of the Cooperative is to acquire and distribute food and related goods and services on a cooperative basis for the benefit of its member-owners.

B. Cooperative Values and Vision,

A cooperative is an autonomous association of persons united voluntarily to meet their common economic, social, and cultural needs and aspirations through a jointly-owned and democratically- controlled enterprise.

Cooperatives are based on the values of self-help, self-responsibility, democracy, equality, equity and solidarity. In the tradition of their founders, cooperative members believe in the ethical values of honesty, openness, social responsibility and caring for others.

Cooperators share a vision of a better society based on cooperative principles – a vision that someday the whole world becomes a cooperative.

Cooperators share a commitment to building an economy and society that is just, sustainable and democratic. As such the Cooperative will strive to educate our local community in the value of cooperative principles and enterprises.

Together we hope to inspire others through co-operation and to share cooperatives with people in our community and around the world so that everybody has the opportunity to be a member of a cooperative.

II. MEMBERSHIP

A. Eligibility and Acceptance. Any person, firm, cooperative, non-profit corporation or corporation (each, a “Person”) may, as provided below, become a member of the Cooperative. This Cooperative shall not discriminate on social or political grounds, or on the basis of gender, age, ethnicity, racial category, sexual orientation, marital status, ability, national origin, creed or political affiliation. A Person may become a member of the Cooperative by:

(i) filing with the Cooperative an application for membership in such form and containing such terms as shall be from time to time determined by the Board of Directors. Included in the application shall be a statement that the applicant agrees to comply with and be bound by the terms and conditions contained in the Cooperative’s Certificate of Incorporation, as amended from time to time (the "Certificate of Incorporation") and in these Bylaws, as amended from time to time (the "Bylaws");

(ii) tendering to the Cooperative a membership fee in such amount as may be established by the Cooperative's Board of Directors from time to time;

(iii) being approved for membership by the Cooperative's Board of Directors;

(iv) receiving from this Cooperative written notification and a copy of the Bylaw providing for consent to take patronage distributions received from the Cooperative into income in the manner provided in 26 U.S.C. §1385(a);

(v) making the Capital Contribution required of the Cooperative's members, and

(vi) meeting such other membership criteria or requirements as established from time to time by the Cooperative's Board of Directors.

B. Termination; Consequences of Membership Termination.

(i) Membership may be terminated voluntarily by a member upon notice to the Cooperative. Membership shall terminate automatically if a member (1) who is an individual shall die, (2) who is not an individual shall cease to exist and leaves no successor, or (3) becomes ineligible for membership for any reason.

(ii) A member whose actions are deemed in violation of the Articles of Incorporation, Bylaws, or rules of the Cooperative, or whose actions interfere with the operations of the Cooperative may be suspended or expelled by a two thirds vote of the Board of Directors, provided that the Board of Directors has provided written notice of the reason for such suspension or termination to the member and the member is afforded a reasonable opportunity, not to exceed thirty days, to respond to such notice. An expelled or suspended member retains all rights of response and appeal. Appeal can be made to the Board of Directors and ultimately to the General Membership at the Annual Meeting.

(iii) Upon termination of membership, regardless of the reasons, all rights and interests in the Cooperative shall cease except for rights to redemption of the Capital Contribution pursuant to these Bylaws.

C. Rights,

(i) Each member in good standing shall have one vote only in the affairs of the Cooperative.

(ii) Each member in good standing shall be eligible for other benefits as may be offered from time to time by the Cooperative that are available generally to members.

(iii) Members retain the right to due process, to dissent and to free effective speech, and do not forfeit any civil rights by joining the Cooperative. In the exercise of their rights, members have the responsibility not to interfere with the operations of the Cooperative or the rights of others. The Board of Directors may establish guidelines to optimize members' rights.

(iv) The Membership owns the Cooperative and has the right to control the Cooperative through participatory democracy. The Members retain the right to elect the Board of Directors, to recall any official as provided in these bylaws, to shape the Cooperative 's position and actions in regard to important social issues.

III. MEETINGS OF MEMBERS

A. Annual Meeting.

(i) One annual meeting per annum of the members of this Cooperative shall be held at the principal place of business of the Cooperative or at any other place conveniently located within the area served by it at such time as the Board of Directors shall determine. The annual meeting will be scheduled within 6 months after the close of the fiscal year.

(ii) A written report including a balance sheet showing the true assets and liabilities of the Cooperative, and an operating statement for the fiscal period under review, shall be submitted to the annual meeting of the Cooperative held after the close of the fiscal year.

B. Special Meetings. Special meetings of the members of the Cooperative may be called when a majority of directors, or 5% per cent of the members, or 75 members, whichever is less, submit a petition in writing and request a special membership meeting, which shall be called by the Board of Directors within thirty days of that request.

C. Notice. Written notice of every regular and special meeting of members shall be prepared and mailed and/or emailed to the last known address of each member, and posted on prominent signs at all Cooperative locations, not fewer than 10 (ten) nor more than sixty (60) days before such meeting. Such notice shall state the nature of the business expected to be conducted and the time and place of the meeting. No business shall be transacted at any special meeting other than that referred to in the notice.

D. Voting.

(i) Each member shall have one vote only upon any matter submitted to a vote of the members. In the case of any member that is not an individual, such member shall designate in writing an individual to act on the member’s behalf in conducting the affairs of this Cooperative. That designation shall remain in effect until written notice of a properly authorized change in the designated individual shall be received by the Cooperative.

(ii) Voting may be by written ballots, if authorized by the Board of Directors. Members shall be allowed to vote on written ballots until the close of the voting period as set by the Board of Directors. Voting to elect directors, except to fill a vacancy, must be by written ballots, as authorized by the Board of Directors, and shall

commence at the annual General Membership Meeting and continue with point- of-purchase balloting for a period of 30 days immediately following said Meeting.

(iii) There shall be no proxy voting.

(iv) Unless otherwise stated in the Certificate of Incorporation, or these Bylaws, or required by applicable law, all questions shall be decided by a vote of a majority of the members voting thereon, and each member shall be entitled to only one vote.

E. Quorum. At any regular or special meeting of the members, a quorum necessary for the transaction of business shall be at least 100 members or ten percent (10%) of the total number of members of the Cooperative, whichever is lower. Only members in actual attendance at the meeting shall count towards a quorum.

F. Order of Business. The order of business at the Annual Meeting, and, where applicable, at all other meetings of the members shall be:

(i) Determination of quorum.

(ii) Proof of due notice of meeting.

(iii) Reading and disposition of minutes.

(iv) Annual reports of officers and committees.

(v) Unfinished business.

(vi) New business.

(vii) Election of directors.

(viii) Adjournment.

IV. BOARD OF DIRECTORS

A. Number, Eligibility. The Cooperative shall have a Board of Directors of 9 directors, each of whom shall be a member of the cooperative in good standing, or, for those members who are not natural persons, a designated representative of such member. The number of directors may be changed to an odd number of directors not fewer than 7 nor more than 13 by resolution of the board. No reduction in the number of directors may be made unless corresponding vacancies exist as a result of deaths, resignations, expiration of terms of office, or other actions provided by these bylaws. A copy of the resolution of the board covering any increase or decrease in the number of directors must be filed with the official copy of the bylaws of the Cooperative. Paid employees and spouses or domestic partners of paid employees may not serve as Directors. A person with a conflict of interest so continuing and pervasive that he is unable to effectively fulfill the responsibilities of a director with the Cooperative shall not be qualified to serve as a director.

B. Terms, Limits. Directors will be elected for three year terms at the annual meeting or members. Terms of office shall be so staggered that one-third shall expire in each year. Directors shall hold office until their successors are elected.

C. Termination. The term of office of a director may be terminated prior to its expiration in any of the following ways: (i) voluntarily by a director upon notice to the Cooperative; (ii) automatically upon termination of membership in the Cooperative; (iii) by action at a meeting of members whenever the best interests of the Cooperative would thereby be served; and (iv) for cause by the members in accordance with Section 63 of the Cooperative Law.

D. Vacancies. Any vacancy among Directors elected by the members may be filled by appointment by the Board of Directors. A Director so appointed shall act as Director and shall serve until the next annual meeting, at which the members shall elect a Director to complete the pertinent term.

E. Board Compensation. Compensation of the Board of Directors shall be determined by resolution of the Board of Directors. A report shall be made at the annual membership meeting regarding the amount of compensation paid to Directors in the current year and the amount proposed to be paid for the upcoming year. The value of such compensation shall not exceed \$2,000 per year for each Director;

Officers and directors shall also be entitled to reimbursement for actual expenses incurred in attending Board of Directors meetings or other business of the Cooperative. Such expense claims shall be approved by a majority of the Board of Directors.

F. Contracts for Profit. During their terms of office, directors shall not be parties to contracts for profit with the Cooperative which in substance shall differ in any way from similar contracts by it with members or with others, or which shall vary from terms generally current among members.

G. Conflict of Interest. Directors shall be under an affirmative duty to disclose their actual or potential conflicts of interest in any matter under consideration by the Board of Directors. Directors having such an interest may not participate in the discussion or decision of the matter. A transaction in which a director has an interest shall be prohibited unless the transaction is fair to the Cooperative and is approved by no less than a two-thirds majority of all disinterested directors.

H. Powers and Duties. The business and affairs of the Cooperative shall be managed under the direction of the Board of Directors. The Board of Directors shall make all necessary rules and regulations not inconsistent with law or with these Bylaws. The Board of Directors shall have power to hire, oversee and dismiss a General Manager to coordinate and facilitate the daily functioning of the Cooperative.

I. Limitation on Director Liability. Directors of the Cooperative shall not be liable personally to the Cooperative or to any of the Cooperative’s members for damages for any breach of duty in their capacity as Directors, provided that this provision shall not eliminate or limit the liability of any Director if a judgment or other final adjudication adverse to the Director established that the individual’s actions or omissions: (i) were in bad faith; (ii) involved intentional misconduct or a knowing violation of law; (iii) resulted in the Director personally gaining in fact a financial profit or other advantage to which the Director was not legally entitled; or (iv) violated Section 719 of the New York Business Corporation Law, as amended, or any successor statute.

J. Indemnification of Directors. This Cooperative shall indemnify each director, officer, or manager of this Cooperative, and any person serving at the request of this Cooperative as a director, officer or manager of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys' fees, judgments, fines, and amounts paid in settlement actually and reasonable incurred to the greatest extent to which such officers, directors or managers of the Cooperative may be indemnified under the New York Business Corporation Law, as amended, or any successor statute.

K. Insurance Regarding Directors. This Cooperative shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, manager, employee, or agent of this Cooperative, or is or was serving at the request of this Cooperative as a director, officer, manager, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted and incurred in any capacity.

L. Committees. The Board of Directors may establish and dissolve standing and ad hoc committees.

M. Election. All directors shall be elected by secret ballot, and the candidate(s) receiving the greatest number of votes shall be elected.

V. MEETINGS OF BOARD OF DIRECTORS

A. Meetings. Regular meetings of the Board of Directors shall be held at least quarterly, at such times and places as the Board of Directors may determine. The Board of Directors shall meet within thirty (30) days after the conclusion of voting for new board members.

B. Action without a Meeting. Decisions of the Board of Directors may be made without a meeting if a consent in writing, stating the action to be taken, is signed by all of the directors of the Cooperative who would be eligible to attend and vote at a regular meeting of the Board of Directors and filed with the minutes.

C. Action by Conference Call, Etc. Action of the Board of Directors may be taken by participation in a meeting by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time; participation by such means shall constitute presence in person at the meeting.

D. Special Meetings. A special meeting of the Board of Directors shall be held whenever called by the



Proposed Bylaws Changes

Proposed Bylaws changes to be voted on (with the presence of a quorum) at the Annual Meeting to be held on November 16, 2016.

Changes are highlighted in yellow. See also Page (10) for Summary of Changes.

president or by a majority of the directors. Each call for a special meeting shall be in writing, shall be signed by the person or persons calling the meeting, shall be addressed and delivered to the secretary, and shall state the time and place of such meeting. Only the business specified in the written notice shall be transacted at a special meeting.

E. Notification. Notice of each meeting of the Board of Directors shall be given each director by, or under the supervision of, the secretary of the Cooperative not less than forty-eight (48) hours prior to the time of meeting. Notice may be waived by any director, and appearance at a meeting shall constitute a waiver of notice.

F. Quorum. A majority of the Board of Directors shall constitute a quorum at any meeting of the Board of Directors.

G. Attendance. If a Board member is absent from 3 consecutive meetings or 4 out of any 12 consecutive meetings, unless excused by the Board for good cause, the members seat may be declared vacant by an affirmative vote of a majority of the Board.

VI. OFFICERS

A. Designation of Officers. At the first meeting following the annual meeting of members, the Board of Directors shall elect a President and Vice President, Secretary and Treasurer from among the Directors, and may, in their discretion, combine the office of Secretary and Treasurer. All such officers shall hold office for a term of one year, or until their successors have been elected and qualified. Such officers shall serve at the will of the Board of Directors and may be removed by the Board of Directors and successors elected at any Board of Directors meeting.

B. Duties of President. The president shall (1) preside over all meetings of the Cooperative and of the Board of Directors, (2) call special meetings of the Board of Directors, (3) perform all acts and duties usually performed by an executive and presiding officer, and (4) sign all membership certificates and such other papers of the Cooperative as the president may be authorized or directed to sign by the Board of Directors; provided, however, that the Board of Directors may authorize any person to sign any or all checks, contracts, and other instruments in writing on behalf of the Cooperative. The president shall perform such other duties as may be prescribed by the Board of Directors.

C. Duties of Vice President. In the absence or disability of the president, the vice president shall perform the duties of the president.

D. Duties of Secretary. The secretary shall keep a complete record of all meetings of the Cooperative and of the Board of Directors and shall have general charge and supervision of the books and records of the Cooperative. The secretary shall sign all membership certificates with the president and such other papers pertaining to the Cooperative as the secretary may be authorized or directed to sign by the Board of Directors. The secretary shall serve all notices required by law and by these bylaws and shall make a full report of all matters and business pertaining to the secretary's office to the members at the annual meeting. The secretary shall keep the corporate seal and affix it to all papers requiring a seal. The secretary shall keep complete membership records. The secretary shall make all reports required by law and shall perform such other duties as may be required by the Cooperative or the Board of Directors.

E. Duties of Treasurer. The treasurer shall perform such duties with respect to the finances of the Cooperative as may be prescribed by the Board of Directors.

VII. MEMBER CAPITAL CONTRIBUTIONS

A. Required Capital Contribution. For the reasonable capital needs of the Cooperative members shall make Capital Contributions in amounts and at times determined by the Board of Directors.

B. Form of Capital Contributions. Capital Contributions shall be made by means of cash, check, and any other methods approved by the Board of Directors. Capital Contributions may be made by means of a payment plan as determined by the Board of Directors.

C. Waivers and Deferrals. Capital Contributions may be waived or deferred in whole or in part by the Board on any reasonable basis. Required Capital Contributions and any available waivers or deferrals shall be applied equitably among members.

D. Dividends. Capital Contributions shall be entitled to no dividend or other monetary return.

E. Transferal. Capital Contributions may not be transferred or pledged as collateral.

F. Redemption. Upon request following termination of membership, Capital Contributions shall be redeemed when replacement capital is provided by other members. Capital Contributions shall be redeemable at the lesser of their carrying value on the books of the Cooperative or their net book value less a reasonable processing fee, if any, as determined by the Board. Redemption proceeds shall be subject to offset by amounts due and payable to the Cooperative by the member. No redemption shall be made when such payment would impair the ability of the Cooperative to meet its other obligations as they become due or would impair the claims of instruments having a higher priority than Capital Contributions. Reapplications for membership after full or partial redemption shall be subject to full repayment of redemption proceeds.

G. Unclaimed Equity. If a member voluntarily or involuntarily terminates membership in the Cooperative, and fails to provide an accurate mailing address to the Cooperative, then the Capital Contribution and any patronage amount allocated to that member-owner will be retained by the Cooperative or donated to a non-profit to the extent authorized by state law.

VIII. BORROWING

A. Authority. The Board of Directors has authority to borrow on behalf of the Cooperative.

B. Member Loans. The Cooperative may borrow from its members.

C. Other Borrowing. The Cooperative may borrow from other persons or entities.

IX. FISCAL MATTERS

H. Fiscal Year. The Fiscal Year of the Cooperative shall be determined by a majority vote of the Board of Directors.

I. Annual Audit and Report. The operations of the Cooperative for each fiscal year shall be audited by an experienced bookkeeper or accountant or firm of accountants not otherwise regularly employed by the Cooperative. A written report of the audit, including a statement of services rendered by the Cooperative, with total amount of business transacted, balance sheet, and income and expense statement, shall be submitted to the annual meeting of members, and shall at all times be available for inspection by any member.

X. OPERATIONS ON A COOPERATIVE BASIS

This Cooperative shall be operated on a cooperative basis. Each transaction between this Cooperative and each member shall be subject to and shall include as part of its terms the provisions of the Certificate of Incorporation and the Bylaws of this Cooperative. Upon doing business with this Cooperative, each member shall be entitled to the net savings or patronage proceeds, in the manner provided in these Bylaws, that arise out of the patronage transactions of such member with the Cooperative.

XI. PROCEEDS AND DISPOSITION OF PROCEEDS

A. Operation at Cost. The Cooperative shall at all times be operated on a cooperative service-at-cost basis for the mutual benefit of its members. No interest or dividends shall be paid by the Cooperative on any capital furnished by its members pursuant to this Article XI.

B. Refunds and Patrons' Capital. In its business with or for members, the Cooperative's operations shall be so conducted that all active members will through their patronage furnish capital for the Cooperative. To assure that the Cooperative will operate on a service-at-cost basis, the Cooperative is obligated to account on a patronage basis to all of its members for all amounts received from the business done with such member in excess of operating costs and expenses ("Net Savings"). Provided, however, that the Board of Directors retains the right to reduce Net Savings by the amount of such reasonable reserves as it determines for the necessary

business purposes of the Corporation.

The Cooperative is obligated to make payments of all Net Savings in cash refunds or by credits to a capital account (whether or not reflected in allocation certificates or other evidences of allocation) for each member as determined by the Board of Directors, and in accordance with Subchapter T of the U.S. Internal Revenue Code. The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each member is clearly reflected and credited in an appropriate record to the capital account of each member. The Cooperative shall within 8 ½ months after the close of the fiscal year notify each member or patron, in the form of a written notice of allocation (as defined in 26 U.S.C. 1388), of the amount of capital so credited to the member's account.

All other amounts, such as interest or amounts from non-patronage sources, received by the Cooperative from its operations in excess of costs and expenses shall, insofar as permitted by law and to the extent practicable, be allocated to its members on a patronage basis and any amount so allocated shall be included as a part of the capital credited to the accounts of members as herein provided.

C. Revolving Capital. If at any time, the board shall determine that the financial condition of the Cooperative will not be impaired thereby and that such action is permissible under applicable law, the capital then credited to members' accounts may be retired in full or in part. Any such retirement of capital shall be made in order of priority according to the year in which the capital was furnished and credited, the capital first received by the Cooperative being first retired.

Notwithstanding any other provision of these Bylaws, the Board of Directors, at its discretion, shall have the power to retire any capital credited to members' accounts on such terms and conditions as may be agreed upon by the parties in any instance in which the interests of the Cooperative and its members are deemed to be furthered thereby and funds are determined by the Board of Directors to be available for such purposes.

XII. CONSENT TO TAKE PATRONAGE DISTRIBUTIONS INTO INCOME

Each person or organization that hereafter applies for and is accepted for membership in this Cooperative and each member of this Cooperative on the effective date of this Bylaw who continues as a member after the effective date shall, by these acts alone, consent that the amount of any distributions with respect to patronage which are made in written notices of allocation (as defined in 26 U.S.C. § 1388), and which are received by the member from this Cooperative, will be taken into account by the member at their stated dollar amounts in the manner provided in 26 U.S.C. § 1385(a) in the taxable year in which the written notices of allocation are received.

XIII. LOSSES

A. Netting of Losses. In the event of a loss in one or more departments or divisions of operation of this Cooperative, but not of such magnitude as to cause an overall loss for the fiscal year of the Cooperative, such loss or losses may be prorated against each of the remaining profitable departments on the basis of their respective percentage of the total net proceeds during such fiscal year.

B. Allocation of Net Losses. In the event this Cooperative shall incur a net loss in any fiscal year, the Board of Directors, in its sole discretion, may (a) charge such net loss against any earned surplus or paid-in surplus which is unallocated, or against any unallocated reserve other than valuation reserves; or (b) may recover the amount of such loss from prior or subsequent years' net margins or savings. If such loss exceeds the total of said unallocated earned surplus any unallocated reserves, or in any event, if the Board of Directors so elects, the amount of such loss may be recovered from prior or subsequent years' Net Savings. In no event shall the Board of Directors have the authority to make any assessment against members or patrons. This section shall not be construed or administered in such a way as to deprive the Cooperative of the right to carry back or carry forward net operating losses to past or future years, in accordance with the applicable provisions of the Internal Revenue Code or state taxing statutes.

XIV. UNCLAIMED MONEY

A claim for money against the Cooperative shall be subject to the provisions of this Article whenever the Cooperative is ready, able, and willing to pay such claim, and has paid or is paying generally claims arising under similar circumstances, but payment of such claim cannot be made for the reason that the Cooperative does not know the whereabouts or mail address of the one to whom it is payable or the one entitled to payment.

If such claim be not actually paid within a period of three (3) years after it became payable as herein provided, the Cooperative shall remove the claim as a liability on its books; provided that no such removal shall be made unless at least 30 days prior thereto the Cooperative shall have sent by registered United States post, with the return receipt requested, a written notice of the proposed removal, addressed to the person appearing from the Cooperative's records to be entitled to payment of such money at the last address of such person shown by the records of the Cooperative.

If any such claim be removed of record after giving such notice, the claim shall be deemed extinguished but the Cooperative shall continue to maintain a memorandum record of such claim and shall pay the principal amount thereof without interest to any claimant who subsequently establishes to the satisfaction of the Cooperative the claimant's right to receive payment.

Any and all amounts recovered by the Cooperative pursuant to this Article, after deducting there from the amount of any taxes payable thereon, shall be placed in a special account. Any claim paid after the expiration of the period of years herein specified shall be deducted from such account.

XV. MISCELLANEOUS

A. Reserved Rights of the Membership. Only the members, voting according to these bylaws can amend the Certificate of Incorporation for the Cooperative. Only two-thirds of the members voting according to these bylaws can dissolve the Cooperative.

B. Amendments to the Certificate of Incorporation. The Certificate of Incorporation of the Cooperative may be amended only by the affirmative vote of two-thirds of the members voting thereon at any regular or special meeting.

C. Amendments to the Bylaws. These bylaws can be amended by the affirmative vote of two-thirds of the members voting thereon at any regular or special meeting held after due written notice setting forth the proposed action and the purpose of the meeting. These bylaws can also be amended by the Board of Directors, but any amendment adopted by the Board of Directors shall be reported to the next annual meeting of members and, if not affirmatively approved thereat, shall cease to be in effect.

D. Dissolution of the Cooperative. Dissolution can proceed only with two-thirds vote of members present in person or by written ballots at a meeting called and conducted in accordance these bylaws. A committee of three members, selected by the membership, shall carry out the dissolution. Notice of dissolution must be provided to the members of the Cooperative. Upon dissolution, after (1) all debts and liabilities of the Cooperative shall have been paid, (2) the value of capital contributions returned, and (3) all capital furnished through patronage shall have been retired without priority on a pro rate basis, the remaining property and assets of the Cooperative shall be distributed among the members and former members in the proportion which the aggregate patronage of each member bears to the total patronage of all such members, unless otherwise provided by law.

E. Severability. In the event that any provision of these bylaws is determined to be invalid or unenforceable under any statute or rule of law, then such provision shall be deemed inoperative to such extent and shall be deemed modified to conform with such statute or rule of law without affecting the validity or enforceability of any other provision of these bylaws.



Current Bylaws

Bylaws of the Syracuse Real Food Cooperative, Inc.

I. NAME

This cooperative corporation shall be known as the Syracuse Real Food Cooperative, Inc. (the “Cooperative”), an entity that is incorporated as a general cooperative corporation under Article 2 of the Cooperative

Corporations Law of the State of New York (the “Cooperative Law”). The principal office of the Cooperative shall be in the City of Syracuse, County of Onondaga, and State of New York.

A. Purposes

The purpose of the Cooperative is to acquire and distribute food and related goods and services on a cooperative basis for the benefit of its memberowners.

B. Cooperative Values and Vision

A cooperative is an autonomous association of persons united voluntarily to meet their common economic, social, and cultural needs and aspirations through a jointly owned and democratically controlled enterprise.

Cooperatives are based on the values of self help, self responsibility, democracy, equality, equity and solidarity. In the tradition of their founders, cooperative members believe in the ethical values of honesty, openness, social responsibility and caring for others.

Cooperators share a vision of a better society based on cooperative principles – a vision that someday the whole world becomes a cooperative.

Cooperators share a commitment to building an economy and society that is just, sustainable and democratic. As such the Cooperative will strive to educate our local community in the value of cooperative principles and enterprises.

Together we hope to inspire others through cooperation and to share cooperatives with people in our community and around the world so that everybody has the opportunity to be a member of a cooperative.

II. MEMBERSHIP

A. Eligibility and Acceptance. Any person, firm, cooperative, nonprofit corporation or corporation (each, a “Person”) may, as provided below, become a member of the Cooperative. This Cooperative shall not discriminate on social or political grounds, or on the basis of gender, age, ethnicity, racial category, sexual orientation, marital status, ability, national origin, creed or political affiliation. A Person may become a member of the Cooperative by:

(i) filing with the Cooperative an application for membership in such form and containing such terms as shall be from time to time determined by the Board of Directors. Included in the application shall be

a statement that the applicant agrees to comply with and be bound by the terms and conditions contained in the Cooperative’s Certificate of Incorporation, as amended from time to time (the “Certificate of Incorporation”) and in these Bylaws, as amended from time to time (the “Bylaws”);

(ii) tendering to the Cooperative a membership fee in such amount as may be established by the Cooperative’s Board of Directors from time to time;

(iii) being approved for membership by the Cooperative’s Board of Directors;

(iv) receiving from this Cooperative written notification and a copy of the Bylaw providing for consent to take patronage distributions received from the Cooperative into income in the manner provided in 26 U.S.C. §1385(a);

(v) making the Capital Contribution required of the Cooperative’s members, and

(vi) meeting such other membership criteria or requirements as established from time to time by the Cooperative’s Board of Directors.

B. Termination; Consequences of Membership Termination

(i) Membership may be terminated voluntarily by a member upon notice to the Cooperative. Membership shall terminate automatically if a member (1) who is an individual shall die, (2) who is not an individual shall cease to exist and leaves no successor, or (3) becomes ineligible for membership for any reason.

(ii) A member whose actions are deemed in violation of the Articles of Incorporation, Bylaws, or rules of the Cooperative, or whose actions interfere with the operations of the Cooperative may be suspended or expelled by a two thirds vote of the Board of Directors, provided that the Board of Directors has provided written notice of the reason for such suspension or termination to the member and the member is afforded a reasonable opportunity, not to exceed thirty days, to respond to such notice. An expelled or suspended member retains all rights of response and appeal. Appeal can be made to the Board of

Directors and ultimately to the General Membership Meeting.

(iii) Upon termination of membership, regardless of the reasons, all rights and interests in the Cooperative shall cease except for rights to redemption of the Capital Contribution pursuant to these Bylaws.

C. Rights

(i) Each member in good standing shall have one vote only in the affairs of the Cooperative.

(ii) Each member in good standing shall be eligible for other benefits as may be offered from time to time by the Cooperative that are available generally to members.

(iii) Members retain the right to due process, to dissent and to free effective speech, and do not forfeit any civil rights by joining the Cooperative. In the exercise of their rights, members have the

responsibility not to interfere with the operations of the Cooperative or the rights of others. The Board of Directors may establish guidelines to optimize members’ rights.

(iv) The Membership owns the Cooperative and has the right to control the Cooperative through participatory democracy. The Members retain the right to elect the Board of Directors, to recall any official as provided in these bylaws, to shape the Cooperative’s position and actions in regard to important social issues.

III. MEETINGS OF MEMBERS

A. Annual Meeting. (i) Two annual meetings per annum of the members of this Cooperative shall be held at the principal place of business of the Cooperative or at any other place conveniently located within the area served by it at such time as the Board of Directors shall determine. Furthermore, one of the annual meetings will be scheduled within 6 months after the close of the fiscal year.

(ii) A written report including a balance sheet showing the true assets and liabilities of the Cooperative, and an operating statement for the fiscal period under review, shall be submitted to the annual meeting of the Cooperative held after the close of the fiscal year.

B. Special Meetings. Special meetings of the members of the Cooperative may be called when a majority of directors, or 5% per cent of the members, or 75 members, whichever is less, submit a petition in writing and request a special membership meeting, which shall be called by the Board of Directors within thirty days of that request.

C. Notice. Written notice of every regular and special meeting of members shall be prepared and mailed to the last known post office address of each member, or posted on prominent signs at all Cooperative locations, not fewer than 10 (ten) nor more than sixty (60) days before such meeting. Such notice shall state the nature of the business expected to be conducted and the time and place of the meeting.

No business shall be transacted at any special meeting other than that referred to in the notice.

D. Voting.

(i) Each member shall have one vote only upon any matter submitted to a vote of the members. In the case of any member that is not an individual, such member shall designate in writing an individual to act on the member’s behalf in conducting the affairs of this Cooperative. That designation shall remain in effect until written notice of a properly authorized change in the designated individual shall be received by the Cooperative.

(ii) Voting may be by written ballots, if authorized by the Board of Directors. Members shall be allowed to vote on written ballots until the close of the voting period as set by the Board of Directors. Voting to elect directors, except to fill a vacancy, must be by written ballots, as authorized by the Board of Directors, and shall commence at the annual General Membership Meeting and continue with pointofpurchase balloting for a period of 30 days immediately following said Meeting.

(iii) There shall be no proxy voting.

(iv) Unless otherwise stated in the Certificate of Incorporation, or these Bylaws, or required by applicable law, all questions shall be decided by a vote of a majority of the members voting thereon, and each member shall be entitled to only one vote.

E. Quorum. At any regular or special meeting of the members, a quorum necessary for the transaction of business shall be at least 100 members or ten percent (10%) of the total number of members of the Cooperative, whichever is lower. Only members in actual attendance at the meeting shall count towards a quorum.

F. Order of Business. The order of business at the Annual Meeting, and, where applicable, at all other meetings of the members shall be: (i) Determination of quorum. (ii) Proof of due notice of meeting. (iii) Reading and disposition of minutes. (iv) Annual reports of officers and committees. (v) Unfinished business. (vi) New business. (vii) Election of directors. (viii) Adjournment.

IV. BOARD OF DIRECTORS

A. Number, Eligibility. The Cooperative shall have a Board of Directors of 9 directors, each of whom shall be a member of the cooperative in good standing, or, for those members who are not natural persons, a designated

representative of such member. The number of directors may be changed to an odd number of directors not fewer than 7 nor more than 13 by resolution of the board. No reduction in the number of directors may be made unless corresponding vacancies exist as a result of deaths, resignations, expiration of terms of office, or other actions provided by these bylaws. A copy of the resolution of the board covering any increase or decrease in the number of directors must be filed with the official copy of the bylaws of the Cooperative. Paid employees and spouses or domestic partners of paid employees may not serve as Directors. A person with a conflict of interest so continuing and pervasive that he is unable to effectively fulfill the responsibilities of a director with the Cooperative shall not be qualified to serve as a director.

B. Terms, Limits. Directors will be elected for three year terms at the annual meeting or members. Terms of office shall be so staggered that onethird shall expire in each year. Directors shall hold office until their successors are elected.

C. Termination. The term of office of a director may be terminated prior to its expiration in any of the following ways: (i) voluntarily by a director upon notice to the Cooperative; (ii) automatically upon termination of membership in the Cooperative; (iii) by action at a meeting of members whenever the best interests of the Cooperative would thereby be served; and (iv) for cause by the members in accordance with Section 63 of the Cooperative Law.

D. Vacancies. Any vacancy among Directors elected by the members may be filled by appointment by the Board of Directors. A Director so appointed shall act as Director and shall serve until the next annual meeting, at which the members shall elect a Director to complete the pertinent term.

E. Compensation of the Board of Directors shall be determined by resolution of the Board of Directors. A report shall be made at the annual membership meeting regarding the amount of compensation paid to Directors in the current year and the amount proposed to be paid for the upcoming year. The value of such compensation shall not exceed \$2,000 per year for each Director; Officers and directors shall also be entitled to reimbursement for actual expenses incurred in attending Board of Directors meetings or other business of the Cooperative. Such expense claims shall be approved by a majority of the Board of Directors.

F. Contracts for Profit. During her or his term of office, a director shall not be a party to a contract for profit with the Cooperative which in substance shall differ in any way from similar contracts by it with members or with others, or which shall vary from terms generally current among members.

G. Conflict of Interest. Directors shall be under an affirmative duty to disclose their actual or potential conflicts of interest in any matter under consideration by the Board of Directors. Directors having such an interest may not participate in the discussion or decision of the matter. A transaction in which a director has an interest shall be prohibited unless the transaction is fair to the Cooperative and is approved by no less than a two thirds majority of all disinterested directors.

H. Powers and Duties. The business and affairs of the Cooperative shall be managed under the direction of the Board of Directors. The Board of Directors shall make all necessary rules and regulations not inconsistent with law or with these Bylaws. The Board of Directors shall have power to hire, oversee and dismiss a General Manager to coordinate and facilitate the daily functioning of the Cooperative.

I. Limitation on Director Liability. No Director of the Cooperative shall be liable personally to the Cooperative or to any of the Cooperative’s members for damages for any breach of duty in his or her capacity as a Director, provided that this provision shall not eliminate or limit the liability of any Director if a judgment or other final adjudication adverse to the Director established that his or her actions or omissions: (i) were in bad faith; (ii) involved intentional misconduct or a knowing violation of law; (iii) resulted in the Director personally gaining in fact a financial profit or other advantage to which the Director was not legally entitled; or (iv) violated Section 719 of the New York Business Corporation Law, as amended, or any successor statute.

J. Indemnification of Directors. This Cooperative shall indemnify each director, officer, or manager of this Cooperative, and any person serving at the request of this Cooperative as a director, officer or manager of another corporation, partnership, joint venture, trust, or other enterprise, against expenses, including attorneys’ fees, judgments, fines, and amounts paid in settlement actually and reasonable incurred to the greatest extent to which such officers, directors or managers of the Cooperative may be indemnified under the New York Business Corporation Law, as amended, or any successor statute.

K. Insurance Regarding Directors. This Cooperative shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, manager, employee, or agent of this Cooperative, or is or was serving at the request of this Cooperative as a director, officer, manager, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted and incurred in any capacity.

L. Committees. The Board of Directors may establish and dissolve standing and ad hoc committees.

M. Election. All directors shall be elected by secret ballot, and the candidate(s) receiving the greatest number of votes shall be elected.

V. MEETINGS OF BOARD OF DIRECTORS

A. Meetings. Regular meetings of the Board of Directors shall be held at least quarterly, at such times and places as the Board of Directors may determine. The Board of Directors shall meet within thirty (30) days after the conclusion of voting for new board members.

B. Action without a meeting. Decisions of the Board of Directors may be made without a meeting if a consent in writing, stating the action to be taken, is signed by all of the directors of the Cooperative who would be eligible to attend and vote at a regular meeting of the Board of Directors and filed with the minutes.

C. Action by Conference Call, Etc. Action of the Board of Directors may be taken by participation in a meeting by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time; participation by such means shall constitute presence in person at the meeting.

D. Special Meetings. A special meeting of the Board of Directors shall be held whenever called by the president or by a majority of the directors. Each call for a special meeting shall be in writing, shall be signed by the person or persons calling the meeting, shall be addressed and delivered to the secretary, and shall state the time and place of such meeting. Only the business specified in the written notice shall be transacted at a special meeting.

E. Notification. Notice of each meeting of the Board of Directors shall be given each director by, or under the supervision of, the secretary of the Cooperative not less than fortyeight (48) hours prior to the time of meeting. Notice may be waived by any director, and appearance at a meeting shall constitute a waiver of notice.

F. Quorum. A majority of the Board of Directors shall constitute a quorum at any meeting of the Board of Directors.

G. If a Board member is absent from 3 consecutive meetings or 4 out of any 12 consecutive meetings, unless excused by the Board for good cause, the members seat may be declared vacant by an affirmative vote of a majority of the Board.

VI. OFFICERS

A. Designation of Officers. At the first meeting following the annual meeting of members, the Board of Directors shall elect a President and Vice President, Secretary and Treasurer from among the Directors, and may, in their discretion, combine the office of Secretary and Treasurer. All such officers shall hold office for a term of one year, or until their successors have been elected and qualified. Such officers shall serve at the will of the Board of Directors and may be removed by the Board of Directors and successors elected at any Board of Directors meeting.

B. Duties of President. The president shall (1) preside over all meetings of the Cooperative and of the Board of Directors, (2) call special meetings of the Board of Directors, (3) perform all acts and duties usually performed by an executive and presiding officer; and (4) sign all membership certificates and such other papers of the Cooperative as (s)he may be authorized or directed to sign by the Board of Directors; provided, however, that the Board of Directors may authorize any person to sign any or all checks, contracts, and other instruments in writing on behalf of the Cooperative. The president shall perform such other duties as may be prescribed by the Board of Directors.

C. Duties of Vice President. In the absence or disability of the president, the vice president shall perform the duties of the president.

D. Duties of Secretary. The secretary shall keep a complete record of all meetings of the Cooperative and of the Board of Directors and shall have general charge and supervision of the books and records of the Cooperative. The secretary shall sign all membership certificates with the president and such other papers pertaining to the Cooperative as he may be authorized or directed to sign by the Board of Directors.

The secretary shall serve all notices required by law and by these bylaws and shall make a full report of all matters and business pertaining to his office to the members at the annual meeting. The secretary shall keep the corporate seal and affix it to all papers requiring a seal. The secretary shall keep complete membership records. The secretary shall make all reports required by law and shall perform such other duties as may be required of him or her by the Cooperative or the Board of Directors.

E. Duties of Treasurer. The treasurer shall perform such duties with respect to the finances of the Cooperative as may be prescribed by the Board of Directors.

VII. MEMBER CAPITAL CONTRIBUTIONS

A. Required Capital Contribution. For the reasonable capital needs of the Cooperative members shall make

Current Bylaws

Capital Contributions in amounts and at times determined by the Board of Directors.

B. Capital Contributions shall be made by means of cash, check, and any other methods approved by the Board of Directors. Capital Contributions may be made by means of a payment plan as determined by the Board of Directors.

C. Capital Contributions may be waived or deferred in whole or in part by the Board on any reasonable basis. Required Capital Contributions and any available waivers or deferrals shall be applied equitably among members.

D. Capital Contributions shall be entitled to no dividend or other monetary return.

E. Capital Contributions may not be transferred or pledged as collateral.

F. Redemption. Upon request following termination of membership, Capital Contributions shall be redeemed when replacement capital is provided by other members. Capital Contributions shall be redeemable at the lesser of their carrying value on the books of the Cooperative or their net book value less a reasonable processing fee, if any, as determined by the Board. Redemption proceeds shall be subject to offset by amounts due and payable to the Cooperative by the member. No redemption shall be made when such payment would impair the ability of the Cooperative to meet its other obligations as they become due or would impair the claims of instruments having a higher priority than Capital Contributions. Reapplications for membership after full or partial redemption shall be subject to full repayment of redemption proceeds.

VIII. BORROWING

A. The Board of Directors has authority to borrow on behalf of the Cooperative.

B. Member Loans: The Cooperative may borrow from its members.

C. Other Borrowing: The Cooperative may borrow from other persons or entities.

IX. FISCAL MATTERS.

A. The Fiscal Year of the Cooperative shall end on the Sunday closest to June 30.

B. Annual Audit and Report. The operations of the Cooperative for each fiscal year shall be audited by an experienced bookkeeper or accountant or firm of accountants not otherwise regularly employed by the Cooperative. A written report of the audit, including a statement of services rendered by the Cooperative, with total amount of business transacted, balance sheet, and income and expense statement, shall be submitted to the annual meeting of members, and shall at all times be available for inspection by any member.

X. OPERATIONS ON A COOPERATIVE BASIS.

This Cooperative shall be operated on a cooperative basis. Each transaction between this Cooperative and each member shall be subject to and shall include as part of its terms the provisions of the Certificate of Incorporation and the Bylaws of this Cooperative. Upon doing business with this Cooperative, each member shall be entitled to the net savings or patronage proceeds, in the manner provided in these Bylaws, that arise out of the patronage transactions of such member with the Cooperative.

XI. PROCEEDS AND DISPOSITION OF PROCEEDS.

A. Operation at Cost. The Cooperative shall at all times be operated on a cooperative service at cost basis for the mutual benefit of its members. No interest or dividends shall be paid by the Cooperative on any capital furnished by its members pursuant to this Article XI.

B. Refunds and Patrons' Capital. In its business with or for members, the Cooperative's operations shall be so conducted that all active members will through their patronage furnish capital for the Cooperative. To assure that the Cooperative will operate on a service at cost basis, the Cooperative is obligated to account on a patronage basis to all of its members for all amounts received from the business done with such member in excess of operating costs and expenses ("Net Savings"). Provided, however, that the Board of Directors retains the right to reduce Net Savings by the amount of such reasonable reserves as it determines for the necessary business purposes of the Corporation.

The Cooperative is obligated to make payments of all Net Savings in cash refunds or by credits to a capital account (whether or not reflected in allocation certificates or other evidences of allocation) for each member as determined by the Board of Directors, and in accordance with Subchapter T of the U.S. Internal Revenue Code. The books and records of the Cooperative shall be set up and kept in such a manner that at the end of each fiscal year the amount of capital, if any, so furnished by each member is clearly reflected and credited in an appropriate record to the capital account of each member. The Cooperative shall within 8 ½ months after the close of the fiscal year notify each member or patron, in the form of a written notice of allocation (as defined in 26 U.S.C. 1388), of the amount of capital so credited to his/her account.

All other amounts, such as interest or amounts from nonpatronage sources, received by the Cooperative from its operations in excess of costs and expenses shall, insofar as permitted by law and to the extent practicable, be allocated to its members on a patronage basis and any amount so allocated shall be included as a part of the capital credited to the accounts of members as herein provided.

C. Revolving Capital. If at any time, the board shall determine that the financial condition of the Cooperative will not be impaired thereby and that such action is permissible under applicable law, the capital then credited to members' accounts may be retired in full or in part. Any such retirement of capital shall be made in order of priority according to the year in which the capital was furnished and credited, the capital first received by the Cooperative being first retired.

Notwithstanding any other provision of these Bylaws, the Board of Directors, at its discretion, shall have the power to retire any capital credited to members' accounts on such terms and conditions as may be agreed upon by the parties in any instance in which the interests of the Cooperative and its members are deemed to be furthered

thereby and funds are determined by the Board of Directors to be available for such purposes.

XII. CONSENT TO TAKE PATRONAGE DISTRIBUTIONS INTO INCOME.

Each person or organization that hereafter applies for and is accepted for membership in this Cooperative and each member of this Cooperative on the effective date of this Bylaw who continues as a member after the effective date shall, by these acts alone, consent that the amount of any distributions with respect to patronage which are made in written notices of allocation (as defined in 26 U.S.C. § 1388), and which are received by the member from this Cooperative, will be taken into account by the member at their stated dollar amounts in the manner provided in 26 U.S.C. § 1385(a) in the taxable year in which the written notices of allocation are received.

XIII. LOSSES

A. Netting of Losses. In the event of a loss in one or more departments or divisions of operation of this Cooperative, but not of such magnitude as to cause an overall loss for the fiscal year of the Cooperative, Cooperative, such loss or losses may be prorated against each of the remaining profitable departments on the basis of their respective percentage of the total net proceeds during such fiscal year.

B. Allocation of Net Losses. In the event this Cooperative shall incur a net loss in any fiscal year, the Board of Directors, in its sole discretion, may (a) charge such net loss against any earned surplus or paid in surplus which is unallocated, or against any unallocated reserve other than valuation reserves; or (b) may recover the amount of such loss from prior or subsequent years' net margins or savings. If such loss exceeds the total of said unallocated earned surplus any unallocated reserves, or in any event, if the Board of Directors so elects, the amount of such loss may be recovered from prior or subsequent years' Net Savings. In no event shall the Board of Directors have the authority to make any assessment against members or patrons. This section shall not be construed or administered in such a way as to deprive the Cooperative of the right to carry back or carry forward net operating losses to past or future years, in accordance with the applicable provisions of the Internal Revenue Code or state taxing statutes.

XIV. UNCLAIMED MONEY

A claim for money against the Cooperative shall be subject to the provisions of this Article whenever the Cooperative is ready, able, and willing to pay such claim, and has paid or is paying generally claims arising under similar circumstances, but payment of such claim cannot be made for the reason that the Cooperative does not know the whereabouts or mail address of the one to whom it is payable or the one entitled to payment.

If such claim be not actually paid within a period of three (3) years after it became payable as herein provided, the Cooperative shall remove the claim as a liability on its books; provided that no such removal shall be made unless at least 30 days prior thereto the Cooperative shall have sent by registered United States post, with the return receipt requested, a written notice of the proposed removal, addressed to the person appearing from the Cooperative's records to be entitled to payment of such money at the last address of such person shown by the records of the Cooperative.

If any such claim be removed of record after giving such notice, the claim shall be deemed extinguished but the Cooperative shall continue to maintain a memorandum record of such claim and shall pay the principal amount thereof without interest to any claimant who subsequently establishes to the satisfaction of the Cooperative his/her right to receive payment.

Any and all amounts recovered by the Cooperative pursuant to this Article, after deducting there from the amount of any taxes payable thereon, shall be placed in a special account. Any claim paid after the expiration of the period of years herein specified shall be deducted from such account.

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E. Severability. In the event that any provision of these bylaws is determined to be invalid or unenforceable under any statute or rule of law, then such provision shall be deemed inoperative to such extent and shall be deemed modified to conform with such statute or rule of law without affecting the validity or enforceability of any other provision of these bylaws.

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