

Bylaws of the Emmaus Farmers' Market

Revised March 8, 2016

I. Emmaus Farmers' Market - The Emmaus Farmers' Market (EFM) is a corporation formed for the benefit of the market vendors. The EFM is a producer-only farmer's market. This is a guarantee to the consumer that this is a market comprised of local farmers and producers selling only what they grow on their farms or produce locally.

II. PURPOSE --To provide the Emmaus community with a source of safe, locally produced, highly nutritious fresh produce while educating the public, including farmers, on the benefits of supporting local agriculture in order to preserve farmland in the surrounding community, improve individual health and strengthen community.

III. MEMBERSHIP - The EFM reserves the right to inspect vendor facilities to verify the "producer-only" status of market vendors.

a. Existing Vendor Members

i. **Farm Vendor Members** include but are not limited to producers of; fruits, vegetables, meats, dairy, honey, syrup, plants, herbs, wine.

ii. **Non-Farm Vendor Members** include but are not limited to packaged foods that the vendor does not grow such as; baked goods, salsa, jams and jellies, dips, pizza, pasta.

b. NEW Vendor - Participation in EFM is limited to only vendors within a 75 mile radius of the market site. EFM will strive for a balance of vendor categories. Additional vendors and vendor category changes will be added to the market as need arises. Reasons for adding a new vendor may include: a shortage of a particular product, adding diversity to the mix of products at the market, or the overall growth of consumer demand.

i. Returning vendors wishing to expand into a new category must have their written application approved by a majority vote of EFM Board.

ii. New vendors wishing to sell in the EFM must, prior to participation in the market, file an application with the market board verifying that they are the actual full or part time grower or producer of the specific items which they intend to sell. Vendor applications are due 14 days before each planning meeting. Vendors must apply to sell at the market under one or more of the categories, based on their primary products. Will be approved or rejected by a majority vote of EFM Board for any reason at the Boards discretion.

iii. New vendors wishing to join EFM must submit a vendor fee check 10 days after acceptance into the market. Checks should be made payable to "Emmaus Farmers' Market" and sent to Emmaus Farmers' Market at P.O. Box 14, Emmaus, PA 18049.

c. **Community Members** – may serve on the EFM Board.

IV. MEETINGS

a. There will be four annual planning meetings held the second **week** in January, March, October and December. Other meetings will be held on an as-needed basis.

b. Quorum - The quorum for meetings shall be 50 percent of the voting members. Members may be present or on conference call.

V. BOARD – The EFM Board is composed of vendor members and as many community members as appropriate. Vendor members in good standing may serve on the board and must attend **75 percent of regularly scheduled** board meetings. Failure of vendor to attend 75% will exclude the vendor from the board for one year. Community members are not required to attend all meetings.

a. **Members in good standing** - have paid all fees, provided all paperwork, and abided by all EFM rules and regulations.

b. **Elections** – all board members are elected at the January meeting.

c. **Officers** –will be elected by members at the January meeting. Officers will serve a one year term. All officers have check writing ability. There will be, at most, one non-farm vendor officer.

i. **President** - chair meetings, be the main contact person for the members and for the property owner, appoint committees, and bring issues to the members as needed.

ii. **Vice President** – take over when President not present.

iii. **Secretary** - maintain up-to-date by-laws, maintains applications and copies of insurance, mailing list, notify members of meetings, keep meeting minutes and vendor applications, licenses etc.

iv. **Treasurer** – responsible for all financial records; collect fees, pay bills.

d. **Voting** – Market related issues shall be decided on the basis of greater than 50 percent of votes cast. Types of issues requiring this vote include, but are not limited to, adding or rejecting vendors, changing hours, days or location, setting fees and making major purchases.

i. Each EFM board member (one per vendor) in good standing, or their representative, is entitled to one vote on issues facing the market. Each board member must be given the same notice and opportunity to vote on issues as they arise.

ii. Community Member positions are non-voting.

VI. GENERAL RULES

a. Market

- i. **Market Fees** - The membership association fee is payable on or before the first market in April. On this date, all winter market fees will also be due for the previous season. An additional fee may be charged to meet budget shortfall. Special needs are decided by the officers on an individual basis as requested. Fees will be determined by the association based on the size of the vending area. Fees will cover the costs of the operation of the farmers' market.
- ii. **Market Layout - Space Assignments** - Individual vending space size is flexible and is based on the needs of the individual vendor and the market. Vendors will use the same space throughout the season. New vendors will be assigned spaces that are available in such a way as to create a good product mix. In the event of a major redesign of the market space a design map with good product mix will be created and vending spaces chosen by vendor seniority.
- iii. **Educational and Community Activities** - Space will be made available free of charge for market, educational, or community promotional activities as needed. This space must be booked with the market coordinator at least two weeks ahead of time and will be assigned at the discretion of the market coordinator. The maximum amount for any one organization to attend is once per month.

b. Vendors

- i. **Operation of market stands** - Vendors have the right to operate their stands as they choose after complying with the rules & regulations of the market. The market board has the obligation to penalize the vendors for not following the minimum standards. The first offense is a verbal warning, the second offense is a written warning, and the third offense is suspension from market for one week. After three (3) written warnings the vendor's case will go before the EFM Board for review. Repeated failure to adhere to any of the market rules and regulations may result in suspension from the market, fines, or immediate termination of participation in the market without refund of fees.
- ii. **Regulatory Compliance** - Vendors are personally responsible to be in compliance with all applicable local, state and federal regulations and provide all paperwork to Market Secretary. These include, but are not limited to:
 1. pesticide licensing and safe use
 2. certification of scales by the department of weights and measures
 3. organic certification for products claimed to be grown organically

4. state sales tax collected as required

5. any and all health, labeling, licensing, certifications, regulations that apply to approved products as required by local, state and Federal laws.

iii. **Partnerships**: All partnerships must be documented legal partnerships.

iv. **Insurance** - Although EFM carries \$1 million worth of general liability insurance, the market does not provide any insurance to cover activities of vendors, their employees or agents. Each vendor must carry a minimum of \$1 million worth of liability insurance. Proof of such individual insurance coverage must be received by the market Secretary each year before vendors will be allowed to participate in the market. Certificates of Insurance must list: the Emmaus Farmers' Market, P O Box 14, Emmaus, PA 18049 and National Penn Bank, 235Main Street, Emmaus, PA 18049 as additionally insured.

c. Products

i. Permitted Products - Items allowed for sale shall include all types of locally grown or produced items including fruits, vegetables, plants, herbs, cut flowers, baked goods, preserves, honey, cider, juice, meat, animal products and crafts made from farm-raised products.

1. Animal Based – including but not limited to; meats, dairy, honey.

2. Plant Based – including but not limited to; fruits, vegetables, honey, syrup, plants, herbs, wine.

3. Crafts - Crafts must be custom made. If these items are not custom made by the vendor, the raw materials must be produced by the vendor. Vendors are encouraged to use as much local product as possible preferably produced by the vendor or Emmaus Farmers' Market producers.

4. Cider/juice - Cider and juices are only permitted if it is pressed/extracted by the vendor or is custom pressed/extracted using exclusively the vendor's fruit/vegetables. The sale of fruit to a pressing/extraction operation and the subsequent purchase of bottled product back from the pressing/extraction operation shall not be considered to have been produced exclusively from the vendor's fruit.

5. Preserves - Preserved items such as jams, jellies, sauces, canned goods, etc. must be custom made. If these items are processed at a processing facility, a majority of the raw materials must be grown by the vendor.

6. Baked Goods - Baked goods must be produced from scratch by the vendor. If the

baked goods contain fruits or vegetables, the vendor should use locally grown produce when they are in season locally. This rule does not apply to processed products. Vendors are encouraged to use as much local product as possible preferably from Emmaus Farmers' Market producers.

7. Prepared Foods - Prepared foods defined as items that are premade and/or ready to eat immediately and/or prepared onsite must be produced from scratch by the vendor with an emphasis on seasonality. Vendors are encouraged to use as much local product as possible preferably from Emmaus Farmers' Market producers.

8. Non edible products – Including but not limited to cut flowers, bedding plants, cut Christmas trees, etc.

ii. Product Prohibitions –

1. **Resale** of items purchased by the vendor shall not be permitted and could result in expulsion from the association.

2. **No Genetically Modified Produce** -- Producers may not sell genetically-modified produce. Produce grown from seeds, seedlings, bulbs, root stock, transplants, tubers or grafts which are the product of cell fusion, micro-encapsulation, macro-encapsulation, or recombinant DNA technology (including gene deletion, gene doubling, introducing a foreign gene, and changing the position of genes when achieved by recombinant DNA technology) may not be sold. This prohibition excludes exclusively traditional methods, such as breeding, conjugation, fermentation, hybridization, in vitro fertilization, and tissue culture.

3. **No Irradiated Produce** -- Sale of irradiated food products is prohibited.

d. Violations/Complaints

i. **Submitting a Complaint:** Any complaint against any vendor regarding the origin of their produce or products, must be directed to the attention of the market board of directors in writing. Vendors may submit a complaint jointly. All complaints must be accompanied with written documentation of reselling. The written signed complaint will be given to the vendor in the beginning of the resolution process.

ii. **Complaint Resolution** - Upon receipt of a written complaint, or evidence of reselling,

the market board of directors will discuss if complaint resolution needs to be followed.

1. The president will approach the vendor at the next market and present the vendor with a copy of the complaint.
2. A written warning is given
3. A facility inspection is scheduled and the vendor is requested not to destroy the product until the investigation is over. Destruction of the product before the investigation is over will constitute admittance of guilt. The investigation will take place within one week of the discussion with the vendor. The board of directors will assign a non biased inspection panel to investigate the complaint.
4. The inspection panel gives its assessment to the officers in writing; if a preponderance of evidence shows reselling, the vendor is liable for the cost of the inspection; if evidence does not show reselling, the complainant(s) is liable for the cost of the inspection. Consequences - the officers determine the consequences, if necessary;
 - a. first offense – four weeks suspension from market
 - b. second offense – suspension from market for that growing year; the vendor can re-apply for the next year.
5. The vendor has the right to be present during officer's decision making.
6. All investigations that would lead to the vendor being suspended from the EFM would be discussed with the market board.

VII. AMENDMENT OF BY-LAWS - These By-laws can be amended at any meeting of the Board by a majority vote provided that the amendment has been submitted to the Members, in writing, at least ten (10) days prior for review.