

**Bylaws of the Emmaus Farmers' Market, Inc.**  
**Revised March 2011**

**I. 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.

**II. PARTICIPATION/ORGANIZATION**

1. The Emmaus Farmers' Market, Inc. (EFM) is a not-for-profit corporation. EFM will select five members to serve on an executive committee. Officers will include a president, vice president, secretary, and treasurer. Terms are one year and are renewable. The EFM manager will occupy one of the five executive committee positions. Officers will be elected at the annual meeting in January. All executive committee members have check writing power.

Position responsibilities include:

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.

Vice President: take over when President not present.

Secretary: maintain up-to-date by-laws and mailing list, notify members of meetings, keep minutes.

Treasurer: collect fees, pay bills, and keep financial records.

2. Vendors must be full- or part-time producers of accepted products that are permitted for sale at the market.

3. Vendor categories are: vegetables, fruits, baked goods, cut flowers, live plants, meat and other animal products, crafts, other.

**Product prohibitions:**

\* **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.

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

**4. Application to become a vendor**

A. New vendors wishing to sell in the EFM must, prior to participation in the market, file an application with the market manager verifying that they are the actual grower or producer of the specific items which they intend to sell. Vendors must apply to sell at the market under one or more of the seven categories, based on their primary products. Returning vendors wishing to expand into a new category must have their written application approved by a majority vote of the membership. Participation in EFM is limited

to only vendors located in Pennsylvania. Vendors' farms and/or production and processing facilities must be within a 75 mile radius of the market site.

B. EFM will strive for a balance of vendor categories. New vendors will be selected to fit the needs of the market by a vote of EFM members in good standing at the annual planning meeting.

C. Additional vendors and vendor category changes will be added to the market at the beginning of each season, or as need arises, provided that the new vendor agrees to these rules and regulations and is approved by a majority vote of association members. 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. Applicants may be rejected for any reason at the association member's discretion.

**5. Voting:** Each EFM member, or their representative, is entitled to one vote on issues facing the market. Each member must be given the same notice and opportunity to vote on issues as they arise. 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, making major purchases, and distribution of excess funds at the termination of the EFM.

#### **6. Market Manager:**

A. The market manager supervises the daily activities of the market and enforces the market rules, collects and maintains applications and copies of insurance coverage, serves as a contact for vendors and outside groups, and collects fees. The market manager job description document will be up for review by executive committee and updated each year as necessary and presented to market manager.

B. The market manager is entitled to one vote.

**7. Meetings:** There will be an annual planning meeting of the association held the second Monday in January. Other meetings will be held on an as-needed basis. Minutes will be kept by the market secretary.

### **III. GENERAL RULES**

#### **1. Permitted items for sale:**

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

**B. Crafts:** Crafts and other non food products 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.

**C. 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.

**D. Preserves:** Preserved items such as jams, jellies, sauces, canned goods, etc. must be custom made. If these items are processed at a processing facility, the raw materials must be grown by the vendor. Vendors are encouraged to use as much local product as possible preferably produced by the vendor or Emmaus Farmers' Market producers.

**E. 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.

**F. Prepared Foods:** Prepared foods defined as items that are premade and/or precooked and ready to eat immediately 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.

**2. Market Fees:** The membership association fee is \$300 per vendor, payable on or before June 1. An additional fee may be charged to meet budget shortfall. New vendors wishing to join EFM must submit a check for \$300 with their application. This fee is fully refundable in the event their application is rejected by a vote of the membership. Checks should be made payable to "Emmaus Farmers' Market, Inc." and sent to Emmaus Farmers' Market at P.O. Box 14, Emmaus, PA 18049

Vendor applications are due before the annual planning meeting in January. Special needs are decided by the executive committee 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 grower's market.

**3. Regulatory Compliance:** Vendors are personally responsible to be in compliance with all applicable local, state and federal regulations. These include, but are not limited to:

- pesticide licensing and safe use
- certification of scales by the department of weights and measures
- organic certification for products claimed to be grown organically
- state sales tax collected as required
- health and labeling regulations that apply to preserves, honey, cider, baked goods, canned goods, eggs, dairy products, meats, etc.

**4. Operation of market stands:** Vendors have the right to operate their stands as they choose after meeting the following minimum standard. The market manager 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.

Minimum Standards:

- Vendors must ensure the safety of their display and canopy. Canopies must be weighted or tied down securely at all times.
  - Vendors are required to attend the majority of market days during the season, unless excused by the market manager or unforeseen circumstances prevent attendance.
- Vendors must contact the Market Manager ahead of their absence on market day.
- By vote of the association, individual vendors may have a different but regular attendance requirement.

- Vendors will strive to sell only products of the highest quality and freshness in keeping with the market's desired image.
- Vendors will display a sign identifying the name and location of their farm.
- All vendors are responsible for cleaning up their market site at the end of the market day.
- Prices for all items on display should be clearly marked with individual price tags, signs or large legible sign boards.
- End of day discounting is not permitted.
- All pricing will reflect typical market value.

**5. Location of Market:** The EFM is currently held in the parking lot of the KNBT a division of Penn National Bank, 235 Main Street, Emmaus, PA.

**6. Dates of Market:** The market season is the first Sunday in May to the Sunday before Thanksgiving. Any vendors selling at the market location other than these dates of the market will not have market manager support but by-laws of the Emmaus Farmer's Market are still in effect.

**7. Day and Times of Market:** EFM operates on Sunday from 10:00 am until 2:00 pm. It is understood that the vendors may require at least one hour to set-up. All vendors are expected to schedule their arrival accordingly. Selling shall not begin before the opening time. Vendors should strive to be prepared to sell at the opening bell. Selling after closing time is discouraged. Vendors should strive to clear the market site by 1 hour after closing.

**8. Vending Space Assignment:** Individual vending space size is flexible and is based on the needs of the individual vendor and the market. Returning vendors have the opportunity to return to their previous location or to occupy any available spot that retains a good product mix. 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.

**9. Sharing of Vending Space:** A maximum of two vendors may apply to share one vending space. Both vendors are required to follow all the rules of the market. Each vendor of a shared space must be present on days that their products are displayed for sale. Special needs are decided by Market Manager on an individual basis as requested.

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

**11. 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 manager at least two weeks ahead of time and will be assigned at the discretion of the market manager. The maximum amount for any one organization to attend is once per month.

## IV. VIOLATIONS AND MARKET CERTIFICATION

**1. Market Certification:** 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. The association reserves the right to inspect vendor facilities to verify the "producer-only" status of market vendors. The EFM will create an inspection committee to conduct inspections.

**2. Submitting a Complaint:** Any complaint against any vendor regarding the origin of their produce or products, violations of association rules or any other matter, must be directed to the attention of the market manager 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.

### 3. Complaint Resolution:

Upon receipt of a written complaint, or evidence of reselling,

- The EFM manager will immediately notify the executive committee and review the evidence in question. The committee will discuss if complaint resolution needs to be followed.
- The executive committee president will approach the vendor at the next market and present the vendor with a copy of the complaint. The EFM manager will request vendor to immediately remove questionable item(s) from the display
- If the vendor complies, a written warning is given
- If the vendor does not comply, a facility inspection is scheduled and the vendor is requested not to destroy the crop until the investigation is over. Destruction of the crop before the investigation is over will constitute admittance of guilt. The investigation will take place within one week of the discussion with the vendor.
- If, on a second occasion, the manager requests the vendor to remove the same questionable item(s) from the display, and the vendor complies, the first offense consequences may be enforced.
- The executive committee will assign a non biased inspection panel to investigate the complaint.
- The inspection committee gives its assessment to the executive committee 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 executive committee determines the consequences, if necessary;

first offense – four weeks suspension from market

second offense – suspension from market for that growing year; the vendor can re-apply for the next year.

- The vendor has the right to be present during executive committee's decision making.
- All investigations that would lead to the vendor being suspended from the EFM would be discussed with the vendors.

## **V. LIABILITY**

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 \$500,000 worth of liability insurance. Proof of such individual insurance coverage must be received by the market manager each year before vendors will be allowed to participate in the market.

## **VI. MARKET TERMINATION**

The Emmaus Farmers' Market may consider termination when there are less than four active members, or by vote of the association. All remaining group funds are to be divided equally among members in good standing.