

WEST CHESTER GROWERS' MARKET ASSOCIATION, INC.

BYLAWS

February, 2023 Revision

I. THE ASSOCIATION

- 1. The formal name of the Association shall be the West Chester Growers' Market Association, Inc. The acronym WCGM shall pertain to this Association.**
- 2. The West Chester Growers' Market Association is a Pennsylvania Nonprofit Corporation registered with the PA Department of State.**
- 3. Market Location: The West Chester Growers' Market is currently held in West Chester, PA in Municipal Lot #10 at the corner of Church and Chestnut streets.**
- 4. The West Chester Growers' Market is a producer-only farmers' market. This is a guarantee to the consumer that the Market is comprised of local farmers and producers selling only what they grow or produce on their farms.**

II. PURPOSE

- 1. The purpose of the West Chester Growers' Market shall be to support farming and locally produced food in southeastern Pennsylvania and contingent areas by:**
 - A) Providing consumers with fresh locally grown or produced products at in a convenient and family friendly location.**
 - B) Providing local farmers and producers with improved marketing opportunities.**
 - C) Educating the public about the importance of eating healthy, locally grown and produced foods.**

III. MEMBERSHIP

1. Eligibility and Powers

- a) Vendor members must be full or part-time producers of products accepted for sale at the Market.**
- b) The activities, affairs, and property of the Association shall be managed directly by the membership unless otherwise specified in these Bylaws.**

2. Application to Become a Vendor Member.

- a) Anyone wishing to be a Vendor member of the West Chester Growers' Market Association must file an application with the Market Board 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 established categories in section b) below. They may sell only approved products from the category or categories in which they have been accepted by a vote of the membership.**
- b) Approved Vendor Categories:**
 - produce**
 - baked goods**
 - cut flowers**
 - live plants**
 - meat/animal products**
 - dairy products**
 - honey and maple products**
 - prepared food products**
 - beverages**
 - other locally crafted consumable products**
- c) The Growers' Association will strive for a balance of Vendor categories. New Vendors will be selected by a vote of the membership.**
- d) Vendor Categories may be changed or added with a majority vote of the membership. A temporary change or addition can be made with approval of the Market Board officers. Board officers will give notice to all other member Vendors within a requested category before any approval is given for such a change or addition. Temporary changes must then be voted on by the membership at the following Winter Membership Meeting in order to be made permanent.**

- e) **Additional Vendor members 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 the Vendor members. Reasons for adding a new Vendor member 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.**

3. Voting

- a) **Each Vendor member, or their representative, is entitled to one vote on issues facing the Growers' Market. Each Vendor member must be given notice and opportunity to vote on issues as they arise. Market related issues shall be decided on the basis of a majority vote of the Vendor members present. Notice must be provided to all Vendor members at least one week in advance of all scheduled votes. Types of issues requiring a vote of the membership include, but are not limited to, adding or not accepting vendors, changing hours, days or location, setting fees, making major purchases, and distribution of excess funds at the termination of the Growers' Market Association.**
- b) **Voting will take place at the annual Winter Membership Meeting, with no option for mail-in or electronic voting. At the discretion of the Board and given possible public health or public safety situations, the Board may temporarily allow other forms of voting.**
- c) **A special vote of the membership may be called by the Board of the Association, with at least one week notice to all member Vendors, as circumstances require.**

4. Annual Membership Meeting

- a) **There shall be an annual Winter Membership Meeting, typically prior to March 1st of each year, at a location determined by the Officers of the Association. Scheduling of the Winter Meeting can be adjusted by the Board at their discretion.**
- b) **All member Vendors are encouraged to attend and will be given two week notice of the time and place of the meeting.**
- c) **Quorum - 30% of the membership must be present in order to vote on new Board members or new Vendor member applications.**

- d) **Other special meetings of the Association may be called on an as-needed basis. Notice will be provided if reasonably feasible.**
- e) **Minutes of all meetings of the Association will be kept by the Secretary.**

5. Fees

- a) **Fees for the Market will be set by a majority vote of the Association and typically at the Winter Market Meeting prior to the start of the main market season. Fees must be remitted by the Vendors on a timely basis to retain their space in the Market.**
- b) **A Fee Schedule will be distributed to the membership in the Spring Market Report, listing the per season/per diem rates for all space allotments.**
- c) **Any Vendor who intends to be absent from their allotted space for more than six consecutive weeks of a given season, and who makes these dates known to the Officers prior to March 1st may have their space fee pro-rated. The Association reserves the right to offer their allotted space to other Vendors during the time of vacancy.**
- d) **Revenue from membership fees will be used to cover the joint costs of the Growers' Market for:**
 - **rent to the property owner;**
 - **advertising and promotional events;**
 - **liability coverage;**
 - **purchase of materials necessary for operation of Market**
 - **pay musicians and other entertainment**
 - **services of independent contractors as required**
 - **Market management and administration**
- c) **Payment Schedule**
 - i. **Regular Season Market fees are due the second Saturday of May of the given market season.**
 - ii. **Winter Season Market fees are due the third Saturday in December.**
 - iii. **Checks should be made payable to the West Chester Grower's Market Association.**

d) Penalty for late payment.

- i. Failure to pay fees in full by the stipulated deadline will result in a verbal warning.**
- ii. If, 2 weeks past the deadline, a Vendor's fees have not been paid in full, the Vendor will not be permitted to set up at the Market and the Board reserves the right to re-allocate the delinquent Vendor's space and begin proceedings to cancel a Vendor's membership.**
- iii. No refund of paid fees will be provided at any time unless for exceptional circumstances and with the authorization of the Board of the Association.**

5. Removal

- a) Any Vendor member can be removed from the Association, and all membership rights revoked, for cause, including failure to pay dues, repeated failure to be present on scheduled Market days, or conduct derogatory to the best interests of the Association. Sale of products not grown or produced by the Vendor constitutes grounds for removal.**
- b) Removal requires a majority vote of the membership.**
- c) Notice of proposed removal will be sent to all the Vendor members, including the member in question, at least two weeks prior to a scheduled vote on the matter.**
- d) A majority vote of the membership may choose to temporarily suspend a Vendor if removal is deemed unwarranted. In such event, membership will agree upon a length of suspension by majority vote.**
- e) No member removed or suspended for cause is entitled to a pro-rated or complete refund of Market dues.**

6. Guest Vendors

- a) Throughout a given year, guest Vendors may be recruited and invited, with consent of the Association Board, to sell at the Market on a per diem basis. Spaces will be allotted as vacancies and absences allow. Fees must be paid by the close of the market day in which the guest Vendor participated. An effort will be made to avoid overlap with existing Vendor member products and guest Vendors may be asked to limit what products they sell in the Market.**

- b) Guest Vendors must follow the normal application process in order to become full member Vendors. Guest Vendors have no voting rights or other rights associated with membership in the Association.**

8. Member Vendor Participation

- a) As a member-run Market, it is extremely important that all members be active participants in the operation of the Market. To this end, members will volunteer 4 hours or more of their time each year. Some tasks which fulfill this requirement are: running the ‘community booth’; carrying and moving signs or canopies; website development and upkeep; mailing list development and upkeep; flyer or advertisement development and implementation; organizing special events and promotions; serving as a Board member; etc. If a member does not have a current task to perform, he/she should be in contact with the Association Board to arrange one.**
- b) Committees. Vendors are encouraged to participate on Market committees. The membership may create committees on an as needed basis. Committees should keep minutes of their meetings and report back to the Market membership at the Winter Membership Meeting regarding their past year’s activities and results.**

IV. ASSOCIATION OFFICERS

1. The Board of Officers

- The membership shall maintain a five person Board of Officers which shall be chosen by a majority vote of the membership. The Board can be structured with co-equal responsibilities or, at the Board’s discretion, particular roles such as Chairperson, Treasurer, Secretary, etc. can be defined by majority vote of the Board.**
- Candidates for the Board must be vendor members of WCGM one full year prior to election.**

2. Board Terms

- a) Board member terms will be of a 3 year duration.**
- b) Subsequent terms by individual Board members are possible and Board members seeking an additional term must stand for re-election by the membership.**

3. Elections

- a) Board elections will be held as required by vacancies on the Board at the Winter Membership Meeting. Membership will be notified at least two weeks in advance of Winter Membership Meeting of any open Board positions. Member vendors will be given the chance to vote by proxy at the meeting.**
- b) Nominations will be taken from the membership prior to and at the Winter Membership Meeting.**
- c) Secret ballot vote will be used.**
- d) Simple majority will elect Officers.**
- e) A tie after two ballots will be decided by the sitting Board.**

4. Duties of Association Board members

- Coordinate actions decided on by Market membership.**
- Maintain good standing and communication with West Chester Borough officials. Serve as Market contact for local community members and organizations.**
- Oversee expenditure of Market funds**
- Review and update Market Bylaws with membership agreement. Enforce rules decided on by membership.**
- Maintain safe environment in Market for customers and vendors. Keep Market insurance up to date.**
- Organize special events and entertainment.**
- Recruit new Vendors and review applications**
- Various other duties and responsibilities as Market needs arise.**

a) Specific Duties of Chairman

- Serve as market contact for community groups and West Chester Borough officials.**
- Review applications from new Vendors.**
- Communicate with Vendors in event of a rules violation or safety issue.**

- **Create an agenda and head Winter Membership Meeting. Provide Vendor members with a copy of meeting agenda at least one week in advance of meeting.**
- **Correspond with membership regarding any issues and concerns affecting the membership as a whole. Confirm notice to members in circumstances where Bylaws require notice.**
- **Oversee completion and distribution of Spring Market Report including drafting cover letter with summary of report.**
- **Oversee expenditures and sign checks.**

b) Specific Duties of Treasurer

- **Keep Market checkbook up to date.**
- **Oversee expenditures and sign checks. Make insurance payments.**
- **Create and present budget for previous year at Winter Membership Meeting.**
- **Create and present proposed budget for coming year for membership approval at Winter Membership Meeting. Upon approval, provide copy to Secretary for inclusion in Spring Market Report.**
- **Create billing statements for member Vendors to be included by Secretary in Spring Market Report**
- **Collect, record and deposit market dues and provide Vendors with written receipts.**

c) Specific Duties of Secretary

- **Keep minutes at the Winter Membership Meeting, all meetings of the Association Officers and any other membership meetings called for the purpose of conducting business of the Association.**
- **Compile Spring Market Report including: minutes, updated Vendor contacts (with newly accepted Vendors), updated map of Market spaces, any event assignments, updated budget prepared by Treasurer, and record of any other Association business carried out at the Winter Membership Meeting.**
- **Keep Bylaws up to date and create copies for distribution to membership in the event of changes.**
- **Keep on file all Market documents including: copies of up to date insurance policy for the Market as well as for each individual Vendor, parking lot lease, all Winter Meeting minutes, and an up to date list of all current members' contact information.**

5). Meetings of Officers

Officers will meet a minimum of twice/year, once between the close of the regular season and prior to the Winter Membership Meeting and again not later than the close of market the first Saturday in May. Board will meet at other times as necessary. Secretary will keep minutes of meetings.

6. Removal of Officers

Any officer may be removed for cause at any time by a majority vote of the membership. A successor will be elected at the next meeting of the membership.

V. RULES OF OPERATION

1. Permitted items for sale:

- a) Items allowed for sale in the Market shall include only items falling within the categories designated in section III(2)(b). The resale of items purchased by the Vendor shall not be permitted and could result in expulsion from the Association.**
- b) Specific product specifications**
 - 1 Crafts: Crafts made from farm raised products are permitted. Examples would be wool products, dried flowers, beeswax candles, etc. Vendors must be the producers of the farm raised materials in the crafts.**
 - 2 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.**
 - 3 Preserves: Preserved items such as jams, jellies, sauces, canned goods, etc. must be either custom made exclusively from a Vendor's produce or be made by the Vendor from locally grown produce.**
 - 4 Baked Goods: Baked goods must be produced by the Vendor. If the baked goods contain fruits or vegetables, the Vendor must use locally grown produce when they are in season locally. This rule does not apply to processed products. For example, purchased non-local**

tomato sauce would be permitted but non-local fresh tomatoes would not be permitted. Baked goods Vendors are encouraged to use as much local product as possible.

2. Regulatory Compliance

Vendors are personally responsible to be in compliance with local, state and federal regulations that apply to their business. These include, but are not limited to:

- certification of scales by the department of weights and measures;**
- organic certification for products claimed to be organically produced;**
- state sales tax collected as required;**
- state or local licenses or certificates when required;**
- health, labeling, and/or food safety regulations that apply to preserves, honey, cider, baked goods, canned goods, eggs, dairy products, meats, etc;**
- pesticide licensing and safe use**

3. Operation of Market stands

Vendors have the right to operate their stands as they choose after meeting the following minimum standards:

- a) Vendors must ensure the safety of their display or canopy. Canopies must be weighted or tied down at all times. Each leg of every canopy used must be adequately weighted with a 25 pound weight or secured to a vehicle. In the event of high winds, and at the discretion of the Market Officers, Vendors may be asked to take down or refrain from using their canopies.**
- b) Vendors will strive to sell only products of the highest quality and freshness in keeping with the Market's express purpose.**
- c) Vendors will display a sign identifying the name and location of their farm or business.**
- d) All Vendors are jointly responsible for cleaning up the Market site at the end of the Market day.**
- e) Vendors and their agents and employees, when present at the Market, will act professionally. This includes, but is not limited to being properly attired, refraining from the use of vulgar or abusive language and otherwise creating an environment that would be uncomfortable for our customers. Consumption of alcohol or other intoxicants by Vendors while at the Market is prohibited and is grounds for termination. To maintain the most healthy and family friendly Market environment for our customers and fellow vendors, smoking and vaping are prohibited by Market Vendors or their employees.**

- f) **Prices for all items on display should be clearly marked with individual price tags, signs or large legible sign boards.**

4. Attendance

- a) **Barring unforeseen and unavoidable circumstances, Vendors are required to attend all of their scheduled Market days. In foreseeable special circumstances where a Vendor would like to be excused from their responsibility to attend a scheduled market day, said Vendor can, in advance, request to be excused, but this is subject to Board approval.**
- b) **The Association reserves the right to re-allocate Vendor's spaces when attendance falls below 90% of scheduled market days.**
- c) **By vote of the Association, individual Vendors may have a different but regular attendance requirement.**
- d) **The Association may temporarily allocate any Vendor's space to a guest Vendor during prescheduled vacancies.**
- e) **All Vendors, or an employee or agent of the Vendor, must be present on days that their products are displayed for sale. In cases of emergency, a Vendor may request permission from the Market Officers to have another Vendor sell their products. In this case, the selling Vendor must clearly separate and label the absent Vendor's products.**
- f) **Tardiness. Vendors should strive to be set up and be ready to sell 15 minutes before the designated start time of the market. All Vendors must be in the lot no later than 30 minutes prior to the designated start time; Vendors arriving after the designated arrival time can be denied entry as per the decision of Board members at the particular Market in question. Tardiness will result in a verbal warning. On the third and any subsequent infractions of tardiness, the Vendor will be assessed a \$25 penalty per infraction and fee payable to the Market. Due to public safety concerns the Association reserves the right to deny entrance into the Market to any Vendor who arrives after vending has begun.**
- g) **Early Departure. Departure from the Market prior to the designated end time is not permitted except with pre-arranged approval from the officers.**

5. Dates and Hours of Market Operation

- a) **The Regular Market Season is defined as every Saturday from the beginning of May until the third Saturday in December and Regular Market Season hours are 9AM until 1PM.**

b) The Winter Market Season is defined as every first, third, and fifth Saturday, January through April, and Winter Market Season hours are 10 AM until 12 Noon.

c) Selling shall not begin before the opening time. Vendors should strive to be prepared to sell at the opening bell. Sales at the Market are permitted no later than 15 minutes after the scheduled closing time. Vendors should strive to clear the Market site by 1 hour after closing.

6. Allotment of Space

a) Vending Space Assignment

1) One full space is considered 10ft wide and running back to the edge of the parking lot. A half space is considered 5ft wide and also running back to the edge of the parking lot.

b) In their first year, new members will be assigned spaces that are available in such a way as to create a good product mix. Space allocation for new Vendors will be decided by majority vote of membership.

c) Returning members will be allocated additional space based on the following factors in this order of priority:

i - availability of space

ii - need for product category in Market

iii - seniority of Vendor

iv - timeliness of Vendor's request

d) Vendors wishing to receive additional space must make a formal request in writing, listing intended use of space and submit written request to one of the Board Officers prior to the winter membership meeting. Allocations of space will be decided by a majority vote of the membership.

e) No Vendor will be allowed more than 20 linear feet of space.

f) Vendors will use the same space throughout the season. Every effort will be made by the Market to keep Vendors in the same space as the previous season. The Association reserves the right to make space changes as necessary to maintain good product mix and to allow for changes in membership.

g) A design map will be created each year and submitted to a vote of the membership at the annual Winter Membership Meeting. The approved map will be included by the Secretary in the Spring Market Report.

- h) Shared Space. A maximum of two Vendors may share one vending space on any given week. Both Vendors are required to follow all the rules of the Market.**
- i) Educational and Community Activities: one full space will be made available free of charge for Market, educational, or community promotional activities if needed. This will be assigned at the discretion of the Association Officers.**

7. Parking

Non-market related cars are often parked in the lot at the beginning of the day. With that understanding, Vendors agree that:

- a) Vendors will be accommodating and flexible as much as possible in arranging parking alternatives.**
- b) Vendors may park their vehicles and trailers in the parking spaces behind their allotted selling space. In cases where Vendors share a selling space, parking is to be equally divided between Vendors (week on/week off), unless another arrangement is reached with the agreement of both Vendors.**
- c) Vendors will remain in their allotted selling space, regardless of where vehicles may be parked in the lot. There may be times when Vendors cannot park directly behind their vending space. If Vendor's assigned parking space is blocked, it is understood that the Vendor have to unload their vehicle and park it elsewhere, outside of the Market lot, unless alternative space is available from another Vendor. The Vendor may set up behind the vehicle parked in the lot.**

VI. LIABILITY

The Borough of West Chester, the County of Chester, nor any of the sponsoring organizations provide any insurance to cover activities of vendors, their employees/agents, or customers at the Growers' Market. The WCGM will purchase a blanket liability insurance policy for the Market. To protect their own business, as well as the Market, it is required that each member of the market also carry individual liability insurance, in the amount of \$1,000,000 and with a statement listing the WCGM as an insured. A current certificate of insurance must be submitted each year and is to be included with payment of market dues.

VII. ASSOCIATION FUNDS AND CONTRACTS

- A. Deposits + Checks. All funds of the Association shall be deposited in a bank to be determined by the Officers of the Association. The Treasurer will have general responsibility to sign checks to withdraw funds for Association purposes. The Chairman will also have authority to sign checks in the absence of the Treasurer.**
- B. Contracts. The association is authorized to enter into contracts with independent contractors only with a majority vote of the membership. No Officer or other agent of the market may enter into any contract or execute any instrument in the name of or on behalf of the Association.**
- C. Liquidation. At the time of termination, any remaining funds in the Market bank account will be dispersed among the remaining member vendors based on their permanent space allocation in the market.**

VIII. AMENDMENTS TO BYLAWS

These Bylaws may be amended, changed added to or repealed by a 3/5 majority of the membership at any regularly scheduled or emergency meeting. Notice of any amendments, changes, additions, or repeal must be given to all Vendor members two weeks prior to any vote on the issue.

IX. TERMINATION

The West Chester Grower's Market Association will terminate as an entity when there are less than four active members, or by vote of the Association.