

WEST CHESTER GROWERS' MARKET ASSOCIATION, INC.
BYLAWS
February 2025 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 WCGM is a Pennsylvania Nonprofit Corporation registered with the PA Department of State.
3. Market Location: The WCGM is currently held in West Chester, PA in Municipal Lot #10 at the corner of Church and Chestnut Streets.
4. The WCGM 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 on their farms or produce in their facilities.

II. PURPOSE

The purpose of the WCGM shall be to support farming and locally produced food in southeastern Pennsylvania and contingent areas by:

1. Providing consumers with fresh locally grown or produced products in a convenient and family friendly location.
2. Providing local farmers and producers with improved marketing opportunities.
3. 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 WCGM shall be managed directly by the Board Officers and vendor members unless otherwise specified in these Bylaws.
2. Application to Become a Vendor Member.

Anyone wishing to be a vendor member of the WCGM must file an application with the Market Board verifying that they are the actual grower or producer of the specific items they intend to sell. Vendors must apply to sell at the Market under one or more of the established categories in section

below. They may sell only approved products from the category or categories in which they have been accepted by a vote of membership.

a) Approved Vendor Categories:

- produce
- baked goods
- live plant materials
- meat/animal products
- dairy products
- honey and maple products
- prepared food products
- beverages
- other locally crafted consumable products

b) The WCGM will strive for a balance of vendor categories. New member vendors will be selected by a vote of the membership. (Guest vendor policy is discussed in Sec. III 7).

c) Vendor Categories may be changed or added with a simple majority vote of the membership. A temporary change or addition can be made with approval of the Market Board officers. Board officers will consult with other member vendors in a specific category if a new applicant is requesting to sell within that category. Temporary changes must then be voted on by the membership at the following Annual Membership Meeting in order to be made permanent.

d) Additional vendor members may be added to the Market at the beginning of each season, or as needs arise, provided that the 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 WCGM. Each vendor member must be given notice and the 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 WCGM.

b) Voting will take place at the Annual 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 membership may be called by the Board, with at least one week's notice to all member vendors, as circumstances require.

4. Annual Membership Meeting

- a) There shall be an Annual Membership Meeting, typically prior to March 1st of each year, at a location determined by the Board. Scheduling of the Annual Meeting can be adjusted by the Board at their discretion.
- b) All member vendors are encouraged to attend and will be given two weeks' notice of the time and place of the meeting.
- c) Quorum - 30% of the membership must be present in order to vote on Annual Meeting Business as defined on the agenda for the meeting.
- d) Other special meetings of the WCGM may be called as needed with as much notice as possible.
- e) Minutes of all meetings of the WCGM will be kept by the Secretary.

5. Fees

- a) Seasonal fees for the market will be proposed by the Board and voted in by a majority of the vendor membership.; typically, at the Annual Meeting.
- b) A fee schedule will be communicated to the membership at the Annual Meeting, this includes fees by season, stall size and member vs. guest vendor fees.
- c) Revenue from stall fees will be used to cover the costs of the WCGM such as:
 - rent to the property owner.
 - advertising and promotional events.
 - liability coverage.
 - purchase of materials necessary for operation of market.
 - musicians and other entertainment.
 - services of independent contractors as needed.
 - market management and administration.
- d) Payment Schedule
 - i. Regular Season Market fees (May-December) are due the second Saturday of May of the given market season.
 - ii. Winter Season Market fees (January – April) are due the third Saturday in December.
 - iii. Checks should be made payable to the West Chester Growers Market Association.
- e) Penalty for late payment.
 - i. Failure to pay fees in full by the schedule will result in a verbal warning.

- ii. If, 2 weeks past the deadline, 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 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 only with the authorization of the Board.

6. Removal

- a) Any vendor member can be removed from the WCGM, and all membership rights revoked, for cause, including failure to pay dues, failure to be present on scheduled market days, repeated tardiness or conduct derogatory to the best interests of the market. Sale of products not grown or produced by the vendor constitutes grounds for removal from market membership.
- 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) No member removed for cause is entitled to a prorated or complete refund of market fees.
- e) Vendors whose membership has been canceled for any reason by a membership vote may not apply for reinstatement.

7. Guest Vendors

- a) Throughout a given year, guest vendors may be recruited, with consent of the 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 overlapping 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 WCGM.

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 WCGM. To this end, members may be asked to periodically volunteer their time with duties or activities that benefit the overall market as determined by the ongoing needs of the market. Some tasks to fulfill this requirement may be: running the 'community booth'; carrying and moving signs or canopies; website

upkeep; mailing list development and upkeep; flyer or advertisement development and implementation; organizing special events and promotions; serving as a Board member; etc. Members seeking ideas about volunteer opportunities for the market can consult with the Board or market manager. Vendors are encouraged to participate on market committees. The membership may create committees on an as needed basis.

IV. ASSOCIATION OFFICERS

1. The Board of Officers

- a) The membership shall maintain a five-person Board of Officers which shall be chosen by a majority vote of the membership at the Annual Meeting. The elected Board can, at its discretion, decide to designate individual Board members to hold officer positions such as Chairperson, Treasurer, Secretary, etc. They can also decide whether to share some or all of the positions defined among the Board members without specific individual designation. In this way the officers will share the duties as defined.
- b) Candidates for the Board must be vendor members of WCGM one full year prior to election.

2. Board Terms

- a) Board members' 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 at the Annual Meeting.

3. Elections

- a) Board elections will be held as needed by vacancies on the Board at the Annual Membership Meeting. Vendor members will be notified at least two weeks in advance of Annual 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 Annual Membership Meeting.
- c) Secret ballot votes will be used.
- d) Simple majority will elect Board.
- e) If there is a tie after two ballots, it will be resolved by the sitting Board.

4. Duties of WCGM 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 and keep market liability insurance up-to-date.
- Review and update Market Bylaws with membership agreement. Enforce rules decided on by membership.
- Maintain a safe environment in market for customers and vendors.
- Various other duties and responsibilities as market needs arise.

a) Specific Duties of Chairman (if this specific role is designated)

- Serve as market contact for West Chester Borough officials.
- Facilitate activities of the market Board in general for the benefit of the overall market success.
- As needed, review expenditures.
- Collaborate with market manager for storage of all necessary WCGM documents on a shared digital drive. Access to these documents will be restricted to the Board and market manager.

b) Specific Duties of Treasurer

- Oversee all market expenditures and sign checks.
- Create and present budget for previous year at Annual Membership Meeting.
- Create billing statements for member Vendors.
- Collect, record and deposit market fees. Provide Vendors with written receipts as requested.

5. Meetings of Board Members of the WCGM will meet as needed throughout the year. They will also meet to prepare for the Annual Membership Meeting.

6. Removal of Board Members

Any Board Member 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. If a vacancy occurs for any reason, the Board will determine the timeline to call a member vote to fill the vacancy.

V. RULES OF OPERATION

1. Permitted items for sale:

- a) Items allowed for sale at the market shall be limited to the categories designated in Section III(2)(a). Vendors may not sell products they did not grow or produce. They may not sell items purchased from other sources,

such as wholesale or retail sources. Violation of this rule will result in the vendor grounds for removal from membership with a member vendor vote.

2. Product specifications

- Crafts: Crafts made from farm raised products are permitted. Other consumable products that are locally crafted by a vendor 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
- Cider/juice: Cider and juices are only permitted if pressed/extracted by the vendor or is custom pressed/extracted using exclusively the vendor's fruit/vegetables.
- Preserves: Preserved items such as jams, jellies, sauces, canned goods, etc. must be made exclusively from a vendor's product or from locally grown produce. Vendor must provide a full list of farms where they source any additional products.
- 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 in season locally.

3. Regulatory Compliance

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

- certification of scales by the Pennsylvania Department of Weights and Measures.
- organic certification by a USDA accredited certifying agent for products claimed to be organically produced.
- Pennsylvania State sales tax collected as required.
- State or local licenses or certificates as required.
- Any required review, certification or licensing by Chester County Health Department and/or the PA Department of Agriculture. Current certificates should be shared with the WCGM for their files.
- Adhering to all rules, laws and guidelines of the Borough of West Chester
- Should the Borough of West Chester, from whom WCGM leases Lot #10, declare a Borough State of Emergency (typically for extreme weather, but may involve law enforcement or public health situations), the Board may be required to cancel WCGM activities. Every effort will be made to communicate such Board decisions and related information to the membership in as timely a fashion as is possible.

4. Operation of Market stands

Vendors must meet the following minimum standards to operate their space at the WCGM:

- Vendors must ensure the safety of their display and/or canopy. Canopies must be weighted or tied down at all times. Each leg of every canopy used must be 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.
- Vendors will strive to sell only products of the highest quality and freshness in keeping with the Market's Purpose.
- Vendors must display a sign identifying the name and location of their farm or business.
- Prices for all items on display should be clearly marked with tags, signs or legible sign boards.
- All Vendors are responsible for cleaning up their market site at the end of the market day.
- 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 WCGM is prohibited and is grounds for termination.
- To maintain a healthy and family-friendly environment for customers and fellow vendors, smoking and vaping are prohibited.
- Vendors, or their employees, will refrain from excessive personal cell phone use during market hours. Use of cell phones for business purposes is permitted.

5. Attendance

- a) All Vendors, or an employee or agent of the Vendor, must be present on days that their products are displayed for sale. In case 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 distinguish the absent Vendor's products.
- b) Barring unforeseen and unavoidable circumstances, vendors are required to attend all agreed upon market days. In certain special circumstances where a vendor needs to alter their agreed upon schedule, the vendor may request in writing in advance to be excused this is subject to Board approval.
- c) The WCGM reserves the right to re-allocate vendor's spaces when they are not scheduled at market. This space may be temporarily allocated to a guest vendor.
- d) Tardiness. Due to public safety concerns all vendors must be in the market lot no later than 30 minutes prior to the designated start time. Vendors must be set up and ready to sell as soon as possible after arrival at the market. WCGM reserves the right to deny vehicle entrance into the

market to any vendor who arrives late according to these policies. The initial and 2nd 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 which will be payable at the end of the market day.

- e) Any substantial deviation to committed schedule is subject to Board review and approval. Member vendors must notify the Board of any planned absences prior to the start of the season to have their stall fee pro-rated. WCGM reserves the right to fill allotted spaces to other vendors based on these absences. Short-notice schedule changes will not be refunded.
- f) Early Departure. Departure from the market prior to the designated end time is not permitted except with pre-arranged approval from the Board and/or market manager.

6. Dates and Hours of Market Operation

- a) The Regular Market Season is defined as every Saturday from the first Saturday in May until the final Saturday in December. (This end date may be adjusted based on end-of-year holiday dates.) 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. Winter Market Season hours are 10 AM until 12 PM.
- c) During the Regular Season (May-December), selling will not be permitted before the opening bell at 9AM. During the Winter Season (January-April), and in response to colder market environment, sales are permitted prior to the 10AM start time if vendors are prepared and customers wish to purchase products.

7. Allotment of Space

- a) Vending Space Assignment
 - i. 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. A maximum of two Vendors may share one full vending space on any given week. No Vendor will be allowed more than 20 linear feet of space.
 - ii. Every effort will be made by the market to keep vendors in the same space as the previous season. The WCGM reserves the right to make space changes as necessary to maintain good product mix and to allow for changes in membership.
 - iii. In their first year, new members will be assigned market location in such a way as to create a good product mix.

- iv. Returning member vendors may request additional space. Factors impacting the request will be based on the following in this order of priority:
 - availability of space
 - need for product category in market
 - seniority of vendor
 - timeliness of Vendor's request
- v. Vendors wishing to receive additional space must make a formal request in writing to the market manager and one of the Board Officers, listing intended use of space 30 days prior to the Annual Membership meeting. Allocations of space will be decided by a majority vote of the membership.
- vi. Educational and Community Activities: Throughout the season, one space may be made available free of charge to educational or community promotional activities. This will be approved at the discretion of the Board.

8. Parking

Vendors may be able to park their vehicles and trailers in the parking spaces behind their allotted selling space. In instances where vendors share a selling space, parking is to be determined by agreement of both vendors with input from the Board as needed.

- Vendors will be accommodating and flexible as much as possible in arranging parking alternatives.
- Vendors will remain in their allotted selling space, regardless of where vehicles may be parked.
- Non-market related cars are often parked in the lot at the beginning of the market day. Because of this, there may be times when vendors are unable to park directly behind their vending space. If the vendor's assigned parking space is blocked, it is understood that the vendor may have to unload their vehicle and park elsewhere, outside of the market lot, unless alternative space is available from another vendor.

VI. LIABILITY

1. 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 WCGM. The WCGM will purchase a blanket liability insurance policy for the market.
2. To protect their own business, as well as the market, it is required that all vendors – members and guests - of the market must carry liability insurance, in the amount of \$1,000,000 and with a statement listing the WCGM as an

additional insured. A current certificate of insurance must be submitted each year and updated at its renewal. These will be kept on file with the WCGM.

VII. ASSOCIATION FUNDS AND CONTRACTS

1. Deposits and Checks. All funds of the WCGM shall be deposited in a bank determined by the Officers of the WCGM. The Treasurer will have general responsibility to sign checks and to withdraw funds for market purposes. The Chairman will also have authority to sign checks in the absence of the Treasurer.
2. Contracts. The WCGM is authorized to enter contracts with independent contractors only with a majority vote of the membership. No Board member or other agent of the market may enter any contract or execute any instrument in the name of or on behalf of the WCGM.
3. Liquidation. If the WCGM ceases to conduct business 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, 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 Growers' Market Association will terminate as an entity when there are less than four active members, or by vote of the WCGM.