

West Tisbury Farmers Market Constitution

(Official By-Laws last updated January 2023)

Article 1. Name:

West Tisbury Farmers Market (WTFM)

Article 2. Purpose:

To provide a marketplace for the sale of agricultural products and food produced on Martha's Vineyard, in a spirit of cooperation and mutual support.

Article 3. Membership:

1. Eligibility for Membership

- a. Farmers offering for sale fruits, grains, vegetables, dairy, meat, raw honey, herbs, flowers and potted plants that they have grown themselves (if not sown by seed, no less than 75% maturity under vendor supervision) on Martha's Vineyard. Additionally, persons offering for sale harvested seafood, salt, wild foods (as applicable) in the waters surrounding or on Martha's Vineyard.
- b. Farmers offering for sale value-added products such as honey, cheese, wool products, yogurt, and herbal-based products which, in the judgment of the WTFM Committee and Market Manager(s), contain significant ingredients from the farm.
- c. Non-Farmers offering for sale Island-produced food products (baked, cooked or otherwise prepared under the direct supervision of the vendor). Items must be approved by West Tisbury Board of Health (BOH) if required.
- d. Existing exceptions, such as previous vendor WTFM Members who may not meet with the current Constitution.
- e. Farmers have the option to share a booth with another farmer or sell items that are not their own. All products, instances, and circumstances are subject to review and approval by the WTFM Committee and Manager(s) prior to the first market of the season. This option is not available for Non-Farm members. Shared booths will count as one (1) booth for the purposes of maintaining the required vendor ratio and for voting purposes.
- f. "Pop-up" vendors and/or booths are only allowed with prior approval by the WTFM Committee and must pay a per-market fee on the day of each market attended. Farms and farmers are always welcome, non-farm vendors seeking a "pop-up" are only allowed in the instance of another non-farm member's absence, and are subject to approval by the WTFM Committee. All products

sold via a “pop-up” booth are beholden to the same rules and guidelines as all other booths and vendors. WTFM Application and Guidelines must be signed and submitted to the WTFM Committee, as well as any and all additional documents required by the WTFM. (i.e. Board of Health certificates and approvals.) Any and all non-farm vendors “popping-up” must have an application submitted by the spring application deadline.

- g. Under extraordinary circumstances WTFM Members may request a leave of absence without losing their vendor space for one year. This space may be temporarily filled by a new vendor.
- h. Any new exceptions brought by an application for membership subject to local codes and approved by WTFM membership, will be accepted on a case by case basis.
- i. Membership refers to any person, family, organization or corporate entity which has been accepted as a WTFM vendor and has paid the annual vendor fee. Membership and vendor approval may be transferred if a vendor business is sold for the current year. The new owner must submit an updated Vendor Application and pay any outstanding Vendor Fees. The following season, the new owner shall submit a WTFM Application as a returning vendor.
- j. Vendors will be allowed to design and sell up to two distinct pieces of branded merchandise at their stand per season, i.e. hat and apron. These items, approved by the committee on vendors’ applications, shall be in keeping with the spirit of the West Tisbury Farmers Market’s core purposes. They shall not include any type of tote bags.

2. Admission to Membership

- a. In order to be considered for Membership in the WTFM, Members from the prior season shall be eligible to renew their memberships by:
 - i. filling their Membership Application Form; and,
 - ii. paying the appropriate fee by the seasonal deadline; and,
 - iii. receiving approval* by the WTFM Committee and WTFM Manager(s).
- b. The Membership ratio shall be maintained at $\frac{2}{3}$ farming spaces versus $\frac{1}{3}$ non- farming spaces.
- c. All prospective applicants shall first fill out the Membership Application Form. The forms will be reviewed by the WTFM Committee and WTFM Manager(s). Decisions will be made by the WTFM Committee and WTFM Manager(s) based on various criteria, such as available space and the

perceived benefit to the WTFM as a whole.

- d. Membership to the WTFM may be limited by available space and the membership ratio as cited above.
- e. Membership status shall run from the Spring Meeting of one year to the day before the Spring meeting of the following year.
- f. Members that apply for, and attend each market for the full season listed above, are considered full-term members. Any and all exceptions require approval by the WTFM Committee.

**Said approval shall be granted unless the member has violated the WTFM Guidelines (Appendix B) in the past and/or been in conflict with the Manager(s), as determined by the Manager(s). If the member has violated the WTFM Guidelines (Appendix B) in the past or been in conflict with the Manager(s) then it shall require a majority vote of the Committee and Manager(s) to grant membership to said member.*

3. Non-Refundable Membership Fee

This fee will be decided annually by the WTFM Committee and WTFM Manager(s) to fund the basic expenses to run the WTFM, such as site rental, traffic police, insurance, dump fees, and parking attendants.

4. Membership Vote

One booth, one vote. Votes shall be limited to active full-term vendors.

Article 4A. WTFM Management:

The WTFM Committee and WTFM Manager(s) shall work collaboratively for the benefit of the WTFM as a whole.

1. WTFM Committee Composition

- a. The general Membership of the WTFM shall elect five (5) WTFM Committee members via a plurality of votes. This shall be done at the annual Fall meeting in order to give new committee members a chance to get acquainted with the issues of the coming season before it is upon them. For voting purposes, the WTFM Committee shall remain an odd number of members.
- b. Terms of office shall be three (3) years and staggered such that no more than three (3) members are replaced in any one year in order to maintain continuity on the WTFM Committee from year to year. The WTFM Committee shall always be composed of at least three (3) Farmers as defined in *Article 3 section A*.
- c. Of the five (5) WTFM Committee members, four (4) will be elected annually to Officer positions by the Membership. The Officer positions are Chair, President, Secretary, and Treasurer.
 - i. *Chair* will assist the President and Manager(s) at all meetings of the Committee and Membership. Ideally, a candidate for the *Chair* has a minimum of 5 years of market attendance as a Member and/or Vendor, and has previously served a full term as a WTFM Committee member. In case of the absence of the WTFM Manager(s), and the *President*, the *Chair* will conduct each meeting. Further, at the discretion of the *Chair*, *President*, and/or WTFM Manager(s), another individual may conduct the meetings.
 - ii. *President* will assist the Manager(s) and *Chair* at all meetings of the Committee and Membership. In case of the absence of the WTFM Manager(s), the *President* will conduct each meeting. Further, at the discretion of the *President*, *Chair*, and/or WTFM Manager(s), another individual may conduct the meetings.
 - iii. *Secretary/Clerk* will take meeting notes, and publish them electronically in un-editable form to the WTFM Committee, WTFM Manager(s), and the WTFM Membership within 30 days of the meeting or 30 days prior to the next meeting, whichever comes first. Further, at the discretion of the *Secretary/Clerk*, with written approval by the WTFM Committee, another member of the WTFM Committee or the WTFM Manager(s), can conduct the aforementioned duties.

- iv. *Treasurer* reviews WTFM Manager(s) budgets, income, and expenses (report and detail), and reports to tax authorities when necessary. *Treasurer* provides the financial reports to the Committee and Membership. *Treasurer* also signs and distributes all checks and transfers for any and all expenses of the WTFM. Further, at the discretion of the *Treasurer*, with written approval by the WTFM Committee, another member of the WTFM Committee or the WTFM Manager(s), can conduct the aforementioned duties.

2. WTFM Committee Duties

- a. The WTFM Committee shall work with the WTFM Manager(s) to ensure that the WTFM runs efficiently and at minimal expense.
- b. The WTFM Committee and WTFM Manager(s) will review and vote on applicants for Membership in the WTFM.
- c. The WTFM Committee will ensure that the WTFM Manager(s) executes the WTFM Rules according to their intended purpose.
- d. In the unlikely event that the WTFM Manager(s) fails to fulfill his or her duties, the WTFM Committee may remove the WTFM Manager(s) with a unanimous vote by the WTFM Committee.
- e. Arbitration of disputes: WTFM Member(s) aggrieved by WTFM Manager(s) decisions/actions or by a dispute with another Member may submit a written request for resolution by the WTFM Committee.
- f. The Committee has 14 days to provide a written decision to the Member(s). Any decision requires a majority of WTFM Committee Member votes. The WTFM Manager(s) does/do not have a vote.
- g. The WTFM Committee's arbitration decision is final. However, if a dispute arises during a market the Manager's decision is the rule for the day.
- h. The WTFM Committee reaches a quorum and conducts votes with a simple majority.

Article 4B. WTFM Manager(s)

1. Election

- a. Names of candidates for the position of the WTFM Manager(s) shall be

submitted to the WTFM Committee no later than one month before the annual fall meeting. The WTFM Committee will evaluate each candidate and offer recommendations to the membership. The membership shall elect the WTFM Manager(s) with a plurality of votes at that annual fall meeting.

- b. Elected WTFM Manager(s) retains regular Membership voting privileges provided they are a Vendor in good standing.
- c. Wherein there exists no candidates from the Membership for WTFM Manager(s) then a Nominating Committee shall be formed and a meeting planned for the Winter.

2. Duties

- a. The WTFM Manager(s) shall create the agenda, schedule, lead, and conduct each WTFM Committee and WTFM Membership meeting. Further, at the discretion of the *Chair, President*, and/or WTFM Manager(s), another individual may conduct the meetings.
- b. The WTFM Manager(s) shall work cooperatively with the WTFM Committee, and shall manage and coordinate the operation of the WTFM according to the WTFM Constitution, WTFM Guidelines, and WTFM Manager(s) Job Description as proposed by the WTFM Committee and voted on by the Membership.

WTFM Guidelines (Appendix B)
Manager Job Description (Appendix A)

- c. The WTFM Manager(s) shall estimate the annual budget based on available spaces, current and prospective members. The WTFM Manager(s) will submit the draft budget to the WTFM Committee for review and approval.
- d. The Manager(s) shall keep updated electronic and hard copy lists that contain Membership names and contact information.

3. Authority

- a. The WTFM Manager(s) shall have the authority to enforce the WTFM By-Laws and Guidelines on behalf of the WTFM Committee.
- b. The WTFM Manager(s) and/or the Treasurer may sign checks on behalf of the WTFM.
- c. The WTFM Manager(s) will collect vendor fees.
- d. The WTFM Manager(s) will have WTFM Committee voting privileges if s/he is a Vendor in good standing except when the WTFM Committee votes on WTFM Manager oversight, WTFM Manager compensation, arbitration

proceedings, and any conflicts of interest which may arise.

4. Compensation Rate

- a. This shall be decided annually by the WTFM Committee, with final approval by a vote of the Membership at the annual fall meeting.
- b. The WTFM Manager(s) shall plan and prepare for the season, shall operate each market, shall review the annual budget with the Treasurer, and shall fulfill all other duties according to the posted Job Description, Appendix A.

5. Mid-Season Vacancy

- a. In the event that the WTFM Manager(s) vacates office, or is unable to carry out the duties of WTFM Manager, the WTFM Committee shall appoint interim Management to complete the season or until the next bi-annual meeting, whichever comes first.

Article 5. Meetings

1. Dates

- a. There will be two (2) bi-annual meetings of the WTFM Membership.
- b. Members will receive 30 days advance notice of both meetings. A meeting agenda shall be circulated at least seven (7) days in advance of each meeting.

2. A quorum is 40% of active and fiscally current Members. A quorum is required for each of these meetings to proceed. Members may send one or more representatives for their booth but each booth is allowed only one vote.

3. Elections

- a. WTFM Committee and WTFM Manager(s) elections will take place at the Fall meeting.

4. Guidelines and By-Laws

- a. The current WTFM Guidelines and By-Laws will be included in the Spring mailing of the Notice of Bi-Annual Meeting. Members are encouraged to review the Guidelines and submit any proposals for change to the WTFM Committee at least (ten) 10 days prior to the meeting for inclusion in the Agenda. Each proposal submitted will be brought to the meeting by the Chair as a Motion. If seconded, it will be discussed and voted upon. Changes to the Guidelines may also be submitted from the floor at the time of the meeting.

Any changes to the Guidelines can occur at either bi-annual meeting.

5. Wherein sub-committees exist, they shall report their notes to the Chair within two (2) weeks prior to each meeting.
6. The WTFM Manager(s) develops the meeting agenda.
7. The bi-annual meetings shall be run according to Robert's Rules of Order
8. Absentee Ballot
 - a. All Members shall receive notice of Annual Meetings. Members who are unable to attend but wanting to cast a vote or express a concern must make their response in writing to the WTFM Manager(s) and the Chair of the WTFM Committee 24 hours prior to the meeting.

Article 6. Revisions to the Constitution

1. Changes to this document, the West Tisbury Farmers Market Constitution, may be adopted, revised, or amended at either bi-annual meeting by vote of 2/3 of the Members *voting* with quorum.

APPENDIX A

**West Tisbury Farmers Market
WTFM Manager Job Description**

The WTFM Manager(s) shall have the responsibility for all elements for effective operation of the WTFM. The WTFM Manager(s) may enlist volunteers as necessary to carry out various duties which may include, but are not limited to the following:

- Arranging the vendor spaces for the season
- Marking out the spaces on the ground at the beginning of the season
- Overseeing the parking attendants and opening of gates on market days
- Setting up on market days, i.e., traffic cones, signs, parking ropes etc.
- Handle all funds; collect market fees, pay usual and customary bills, i.e., insurance, traffic police, postage for mailings (Extraordinary expenditures shall be approved by the WTFM Committee)
- Enforce WTFM Guidelines
- Be primary contact person for public relations
- Chair all WTFM meetings (secretary shall take minutes)
- Send out notices and set up agenda for Member meetings
- Submit a report of income and expenditures to the WTFM Committee
- In addition, the WTFM Manager(s) along with the WTFM Committee will jury prospective applications for Membership in the WTFM, and also with the WTFM Committee, initiate and review changes to the WTFM rules.
- Qualifications. The WTFM Manager(s) must be present throughout the WTFM season, but is not required to be a Member(s) of the WTFM. S/he/they must possess organizational, leadership, and communication skills necessary to carry out the duties of the WTFM Manager.
- In the event that the WTFM Manager(s) vacates office, or is unable to carry out the duties of WTFM Manager, the WTFM Committee shall appoint interim Management to complete the season or until the next bi-annual meeting, whichever comes first.

APPENDIX B

2023 West Tisbury Farmers Market Guidelines

The West Tisbury Farmers Market (WTFM) is a cooperative organization. In order for WTFM to run smoothly and successfully, all vendors must read and follow the following guidelines.

- 1) The WTFM is an effort to promote Martha's Vineyard agriculture. All fruits, flowers, vegetables, herbs, plants, and other agricultural products must be grown by the applicant and grown on Martha's Vineyard.
- 2) Each vendor will be assigned a space at the beginning of the season. There will be one vendor per space, unless otherwise approved by the WTFM Committee.
- 3) Sharing tables and/or booths, or selling other people's goods, is only allowed with approval by the WTFM Committee.
- 4) Vendor fees must be paid in full by the end of the second market.
- 5) Vendors must be in their spaces by 8:30AM on market days. If you are unable to attend a market, let the WTFM Manager know ASAP so we can fill your spot for the week.
- 6) Sales may only take place between **9AM** and **NOON**. Vendors must stay until noon, cleaning and vacating promptly thereafter.
- 7) General public is not allowed into WTFM until 9AM.
- 8) Dogs are NOT allowed at WTFM.
- 9) Smoking is NOT allowed at WTFM.
- 10) All food vendors must prepare food in a Board of Health certified kitchen. A completed West Tisbury Special Permit Application must be received and approved before selling at the market. Your Board of Health permit from your town must be kept at your booth every market day.
- 11) Vendors are responsible for ensuring that all employees or helpers at market adhere to these guidelines.

2023 WTFM Manager: Ethan Buchanan-Valenti

2023 WTFM Committee: Todd Christy (Chilmark Coffee), Tricia Colon (Island Bee Company), Ruby Dix (North Tabor Farm), Emily Fischer (Flat Point Farm), Judith Leggett (Fielder Family Farm)