



## Market Rules and Regulations Schenectady Greenmarket

Approved September 2008, Amended February 2009, Amended October 2009, Amended April 2011, Amended October 2014

### A. Market Products

1. The use of the market is restricted to members who are bona-fide growers, craftspersons and producers of homemade products approved by the board of directors.
2. It is against the policy of Schenectady Greenmarket for any member to purchase items and resell them at the market. Only items which are produced by a member, or his/her household or employee, on land owned or rented by that member may be sold.
3. The following is a list of products that may be sold at the market:
  - a. **Fruits**—grown by the vendor.
  - b. **Vegetables**—grown by the vendor.
  - c. **Meat products**—100% from animals raised from weaning by the vendor.
  - d. **Fresh and salt water fish**—raised by the vendor from fingerlings of no more than 2" in size or caught in, or off, the coast of New York, Connecticut, Massachusetts, New Jersey, Rhode Island or New Hampshire.
  - e. **Cider and fruit juice**—sold only by the producer of the fruit.
  - f. **Drinks**—cider and fruit juice and herb teas blended by the vendor may be sold by the cup.
  - g. **Dried fruit and vegetables**—only from fruit and vegetables grown and dried by the vendor.
  - h. **Honey and bee products**—produced and bottled/packaged by the vendor.
  - i. **Jams and preserves**—prepared by the vendor from fresh produce from the region.
  - j. **Milk**—produced from the vendor's herd
  - k. **Cheese and other dairy products**—preference shall be given to vendors using milk produced by their own herd. Vendors buying milk must do so from small regional sustainable farms which are subject to review by the market.
  - l. **Eggs**—from the vendor's own fowl.
  - m. **Poultry**—from birds raised by the vendor from chicks.
  - n. **Grain products**—pancake mix, granola and other products from grain blended by the vendor.
  - o. **Maple syrup**—processed by the vendor from the vendor's own or rented sugarbush.
  - p. **Baked goods**—fresh baked and prepared from scratch by the vendor. Preference shall be given to vendors using local ingredients purchased directly from the farmer/producer.
  - q. **Field and greenhouse grown plants, flowers, cut flowers and herbs**—grown by the vendor from seeds, plugs, dormant roots or bulbs or cuttings.
  - r. **Animal products**—wool, fleece, yarn, feathers, down and untooled leather produced from animals owned by the vendor. Preference shall be given to vendors who process their own product.
  - s. **Crafts**—high quality craft items designed and executed by the vendor.
  - t. **Ready to eat prepared foods**—high quality food items prepared by the vendor. Preference shall be given to vendors using local ingredients purchased directly from the farmer/producer.
  - u. **Hay and straw and feed products**—grown/produced by the vendor.
  - v. **Teas, herbs, spices and herbal vinegars**—blended/prepared and packaged by the vendor. Preference shall be given to vendors who grow their own ingredients.
  - w. **Services**—at the discretion of the board.
  - x. Alcoholic Products
    - i. **Wine**—Labeled with made by, produced by or blended only
    - ii. **Beer** – brewed and bottled locally.
    - iii. **Hard Cider** – made from local produce
    - iv. **Spirits** – Labeled with distilled by or distilled and bottled by only.

- z. **Confections/Chocolates** – made by the vendor. No commercially prepared mixes, filling or content.
  - ii. **Processed and prepared foods**—prepared and packaged by vendor. Preference shall be given to vendors who grow their own ingredients or who use local ingredients purchased directly from the farmer/producer.
  - iii. **Community organizations**—space shall be made available at no charge for the use of community organizations at the discretion of the board and as space allows.
4. Home-based vendors of crafts, prepared foods and baked goods shall be given preference.
  5. Vendors may provide free samples to customers as long as this is done in a safe and sanitary manner in compliance with Department of Health requirements.
  6. Vendors are approved to sell items in a given category, as specified in Section A.3. A market and product category, once approved by the board of directors upon recommendations from the Vendor Relations Committee, will generally be pre-approved for the following season provided it is marked properly on the member's application; however the board reserves the right to deny any item or product at their discretion during the seasonal application period. Mid-season additions or changes to another category must be submitted in writing and approved by the Vendor Relations Committee.
  7. For vegetables and small fruits, rental of land is permitted. Rental of orchards is permitted by members who are in full control and supervision of the individual steps of production with a majority of their own machinery and labor. Any other arrangement must be submitted in writing with the member's application. A map must be submitted with the application, clearly indicating the rental land, the name and address of the owner, along with documentation of a rental or use agreement.
  8. Consumer inquiries of farm practices must be answered factually without misleading information. The board and market managers reserve the right to limit vendor claims regarding farm practices that cannot be verified.
  9. Goods offered for sale are expected to be of the highest quality. If a vendor offers inferior quality products, the vendor may then be asked to withdraw the item(s) at the discretion of the market manager and/or board.
  10. Genetically engineered plants and animals and products grown or produced with engineered hormones (e.g., bovine growth hormone), may not be sold at the market.
  11. Sub-leasing or sharing of market space is not permitted.

## **B. Market Operations**

1. The board reserves the right to cancel any and all privileges of any member, who, in the opinion of the Board of Directors, has willfully violated the Rules and Regulations governing the market.
2. Vendors must comply with the appropriate state and local regulations.
  - a. Vendors selling taxable items must display a valid NYS Certificate of Authority.
  - b. Vendors selling nursery and greenhouse crops must display a valid NYS Nursery license.
  - c. Vendors selling meats, processed foods, prepared foods, baked goods and other perishable items must do so in compliance with the requirements of the NYS Department of Health and NYS Department of Agriculture and Markets and any other applicable requirements.
  - d. Vendors selling by weight must have scales approved by a NYS County Office of Weights and Measures; the contact for Schenectady County is 518-356-6795.
  - e. Vendors selling by measure must use standard size containers such as pint, quart, bushel, etc.
3. New vendors are approved by the board of directors, upon recommendation by the vendor relations committee. All vendors are required to fill out the seasonal market applications. Acceptance is contingent upon priorities stated in this document and the Vendor Selection Criteria document.

4. The market is held outdoors rain or shine on Sundays beginning in May and ending in late October. The market moves indoors in November. The exact dates and times will be specified in the application package for each season's market.

a. Cancellation of the market or early closure due to dangerous or severe weather conditions shall be at the discretion of the market manager or the executive committee.

b. All vendors are prohibited from operating when the market is closed. iii. Any violation of this rule will result in:

- First offense: \$250 fine

- Repeat offense: Suspension for a minimum of one market or expulsion from the market.

c. If there is thunder or lightening at anytime during market setup, market hours or market breakdown, the market will temporarily or permanently close, depending on the time of the event and recommendation of the manager. The final decision regarding resumption of sales or closure of the market will be at the discretion of the market manager, who will remain on the premises or within a nearby building until all vendors have left.

d. Under the circumstances of dangerous or severe weather and temporary closure of the market, it is our recommendation that all vendors take their cash boxes and seek shelter in a nearby vehicle or building. Vendors may also leave under such circumstances, but it is the market's strong recommendation that vendors seek shelter until the danger has passed. If a vendor does wish to leave, they should notify the market manager as soon as possible once a safe opportunity presents itself.

e. Temporary closure due to weather will require vendors who wish to stay to:

- Take their cash boxes and seek shelter in either a vehicle or a nearby building.

- Wait to resume selling until the manager has reopened the market.

f. Cancellation of the market or early closure due to dangerous or severe weather conditions shall be at the discretion of the market manager or the executive committee. Vendors are prohibited from operating when the market has been cancelled.

5. Vendors are assigned to spaces according to seniority, product offerings and previous market attendance.

6. Vendors must arrive and set up during the hours designated at the start of the season. For safety reasons, vendors shall have their stands in place before the opening of the market. Vendors shall not begin to transact business until the designated time for the market to open and shall cease transacting business at the designated closing time. Vendors are required to remain at the market for the entire hours of operation. Vendors must have their market sites dismantled, packed up and cleaned within ninety minutes of the market closure.

7. Vendors should occupy their spaces no later than 30 minutes prior to market opening. Repeated lateness will result in penalties as outlined in Item 20.

8. If the vendor cannot arrive by the designated opening time, the market manager must be notified by 7:00 am in order for space to be held. If such notice is not provided, the market may offer an alternative space, if available, to vendor at time of arrival. However, the market does not guarantee that such accommodations will be made. If a vendor cancels his/her market attendance on a particular day, the market manager must be notified by 7:00 am. An absence announced after 8:00 am on market day will result in penalties as outlined in item 20.

9. On call vendors must meet the requirements, including fees and documents, as specified in the application package. They will be notified as space becomes available.

10. Only vendor owners/principals/persons intimately familiar with the production of the product may staff their stand on market days. People working in their place must be informed of their products as well as all of the market's rules and regulations and familiar with the vendor orientation packet sent prior to the start of each market season. The vendor is responsible for resolving any problems that may occur in their absence.

11. Vendor space dimensions are established by the board and are specified in the application package.

12. Fees are set by the board and are specified in the application package.

13. Each vendor will be responsible for all equipment and supplies for the setup of a booth, table, scales, bags, signs, etc. and must operate his/her market space in a safe and sanitary manner. The

market is not responsible for the security of any items on site. Display facilities must be constructed in such a way as to pose no hazards to customers and allow easy access to the goods on display.

A. Produce may not be placed directly on the ground.

B. Vendors who provide samples and/or products which result in waste materials, such as corncobs, rinds and cups must provide containers for such waste disposal and advertise same.

C. Propane-fired grills are not permitted in indoor spaces.

D. At the end of the sale day, the vendor's area must be clean and any refuse taken home by the vendor or disposed of as directed by the market manager.

E. All vendors who wish to erect canopies (including umbrellas) during market hours (including setup and break down) are required to have their canopies anchored to the ground. Vendors who fail to properly anchor their canopies will not be allowed to sell at the market that day, unless the vendor chooses to take down and stow their canopy and sell without it.

F. Should there be extreme wind, vendors are encouraged to leave tents down or take them down in such a way as to pose no hazards to customers; the manager may instruct vendors to take down canopies at any point during market operations. All canopies shall be adequately secured:

- Each canopy shall have a minimum of two weights on diagonal corners.
- Weights shall be at least 24 lbs. More is recommended.
- Vendors may use their vehicles to anchor one side, but must have at least one additional weight on the opposite side.
- Weights shall be securely attached using ropes, polyester webbing, or manufacturer provided mechanisms. Bungee cords and other elastic tethers are forbidden. Simply placing weights on the canopy legs is unacceptable.
- Strapping tents to display tables is strictly prohibited.
- Weights shall be tethered with lines that are clearly visible, and shall not cause a tripping hazard.

14. Vendors must be able to display their products within the assigned space. Each vendor shall remain on his/her own market space when selling and sampling products. Sales should be conducted in an orderly business manner. No shouting, hawking, or other objectionable means of soliciting shall be tolerated. Vendors shall exhibit courtesy and cooperation to customers and to other vendors selling at the market.

15. Illegal discrimination is not permitted at the market. Vendors are expected to be courteous and honest at all times. Disagreements with customers, fellow vendors and the market manager must be handled in a respectful manner so as to not disrupt the market.

16. Public drinking of alcoholic beverages and smoking while handling products and dealing with customers is prohibited.

17. Promotion by political candidates, local civic groups or non-profit organizations at the market site is at the discretion of the board and/or the market manager.

18. Amplified music is not permitted at the market unless it is part of entertainment sponsored by the market.

19. Each vendor must identify themselves or their business by use of a prominent sign stating their name and location. The sign must be clearly visible from the center aisle. Vendors are encouraged to have business cards. All literature displayed on a vendor's table must relate to his/her product or market affairs.

20. The association shall carry liability insurance to protect the association and the board of directors for their actions on behalf of the association. Vendors must also carry their own liability insurance in the amount of \$1 million and provide a certificate showing the Schenectady Greenmarket as additional insured.

21. Schedule of penalties for violations:

a. Producer only rule (for duration as vendor)

- First violation: warning letter
- Second violation: indefinite suspension or termination

b. Unexcused absence (for each market year)

- A vendor who fails to notify the Market by 7:00 am on days they are scheduled to vend but will be absent will be fined \$20. Leaving a message on the market phone is sufficient notice.
- c. Late arrival (for each market year)
  - First violation: warning letter
  - Subsequent violations: \$20 fine per incident, at the discretion of the market managers, to be paid on the day they are late.
- d. inadequately secured canopy (for each market year)
  - Any vendor who fails to properly anchor his or her canopy will not be allowed to sell on that market day unless that vendor chooses to take down and stow their canopy and sell without it or rent weights from the Market at the cost of \$20 per day.
- e. Inappropriate conduct to vendors, staff, customers, members of the board or blatant disregard of market rules:
  - i. Inappropriate conduct may be defined by (but is not limited to) disparaging remarks towards market staff, board members, vendors or customers.
  - ii. Disregard of market management requests regarding safety, conduct or general market operations.

The board will review cases of inappropriate conduct to vendors, staff, customers, members of the board or blatant disregard for market rules and regulations, and may decide on any of the following:

- i. A warning letter, fine, suspension or termination.
- e. Trash (for each market year)
    - First violation: warning letter
    - Second violation: \$20 fine
    - Third violation: \$20 fine
    - Fourth violation: indefinite suspension or termination
  - f. Other rules (for each market year)
    - First violation: warning letter
    - Second violation: warning letter
    - Third violation: warning letter and certified letter from the board
    - Fourth violation: indefinite suspension or termination

### **C. Membership**

1. The annual vendor membership fee is \$75. Members are encouraged to attend association meetings. Members are expected to attend at least one of the regular meetings during each calendar year; either general meetings or board meetings or a combination thereof.
2. Any member may apply to the board in writing for a leave of absence. The duration and terms will be considered on a case-by-case basis. All vendors, including those who have applied for and been granted a leave of absence must apply for the following season in which they plan to participate.
3. The association reserves the right to suspend or terminate the privileges of any member who, in the opinion of the board of directors, has willfully violated the rules and regulations governing the association and the market.
4. Any member who has been suspended or terminated may appeal the determination.
  - The member shall have 14 days from the date of receipt of the written determination to file a written appeal with the board.
  - The board shall hear the appeal within 14 days of the member's appeal request.
  - If the determination is reversed on appeal, the vendor's membership and vending privileges shall be immediately restored.
  - In no event shall any person be entitled to recover damages from the market for being denied vending privileges based on a good faith enforcement of the market's rules.
5. Members of the vendor relations committee or the market manager with a designated knowledgeable assistant may inspect any farm or establishment within 72 hours of being notified by a representative of Schenectady Greenmarket. Inspections will be made only with the member or his/her representative present unless otherwise permitted. Members must provide any help necessary to thoroughly document products and conditions recorded at the inspection. The inspection process includes an inventory of products brought to the market for sale. Member will

be notified in writing of the results of the inspection within 14 days of the inspection. Refusal to allow an inspection may result in suspension from the market.

6. All member complaints must be directed to the market manager, vendor representatives or the board chair.

7. Membership and market fees shall be established annually by the board of directors.