

GREENMARKET RULES

April 1, 2024-March 31, 2025

The GrowNYC/Council on the Environment Inc./Greenmarket Agreement (the “Agreement”), the Greenmarket Rules and all other materials contained in the Application Package are collectively defined as the Greenmarket Regulations (the “Regulations.”)

Read the Regulations carefully before signing the Agreement and keep this copy for your records. Failure to comply with the Regulations may result in reduction, suspension, or termination of market assignments or termination from Greenmarket.

If you need clarification or interpretation of the Regulations, please consult with the Greenmarket Director at (212-788-7476) before you sign the Agreement. Please be advised, however, that the Regulations will govern (not any discussion, email, or other communications with any Greenmarket Personnel).

Introduction

Greenmarket, a program of Council on the Environment Inc., D/B/A GrowNYC, operates farmers markets in the city's five boroughs.

Our Regulations make Greenmarkets unique for Farmers and other food producers *and* for New Yorkers who wish to buy home-grown, local foods. Furthermore, Greenmarket is a public service. Many markets are located on public property, often on sites where other commercial activity is limited. Greenmarket operates on these sites in part because our farmers markets are for Regional Farmers and other regional food producers to sell local farm products.

All capitalized terms are defined in Appendix A - "*Definitions*" herein.

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PART I: MISSION

A. GREENMARKET MISSION STATEMENT

Greenmarket's mission is to promote Regional agriculture and ensure a continuing supply of fresh local produce for New Yorkers. Greenmarket supports Farmers and preserves farmland for the future by providing regional, small family Farmers with opportunities to sell their fruits, vegetables, and other farm products to New Yorkers.

B. FCAC MISSION STATEMENT

The Farmer and Community Advisory Committee ("FCAC") provides a forum for ideas; peer review in the enforcement of Greenmarket Regulations and a hearing place for Producer grievances; and guidance and assistance to the Greenmarket Program, Greenmarket Producers and the Greenmarket communities in implementing the Greenmarket mission.

PART II: ADMISSION CRITERIA

A. PRODUCER-ONLY: REGIONAL PRODUCERS

Regional Producers only are eligible to be considered for participation at Greenmarket.

B. REGION

1. The Region is defined by a circle, extending 120 miles to the south, 170 miles east and west, and 250 miles north of New York City (see map in Appendix B).
2. Producers from outside the Region are not eligible to participate in Greenmarket. The restriction to the Region does not apply to Producers who attended Greenmarket prior to 1998 and who have continuously attended each year since and including the 2005-06 Market Year.
3. Ocean Fishers must dock within the Region and catch fish from Mid-Atlantic waters.

C. FULL APPLICATION

Applicants wishing to participate in Greenmarket must submit a complete application for admission consideration.

D. ELIGIBLE PRODUCERS

1. Producers may only apply as:
 - a) A sole proprietorship, partnership, limited liability company, or corporation;
 - b) 'Full Production Partnerships' of two individual Farmers;
 - c) Not-for-profit organizations that are actively engaged in agriculture and/or food production; or
 - d) A Worker Cooperative.
2. Producers must submit documents substantiating their status for review by the Director. Review by the FCAC may be requested.
3. Producers must promptly notify Greenmarket of any significant changes to their compliance with the admission criteria pursuant to this Part II, including but not limited to, changes in ownership or management, farm location, and products produced. Greenmarket reserves the right to review or reconsider a Producer's eligibility for participation at Greenmarket based on any such changes.
4. A Producer's principal may not represent more than one farm or Producer within Greenmarket, except, however, that this rule does not apply to a Producer's principal who solely sells alcoholic beverages as a secondary Producer at Greenmarket.

E. PRODUCER OR OTHER REPRESENTATIVE ATTENDANCE AT MARKET

1. **Representatives at Market.** Greenmarket encourages regular attendance of the Producer at market. If the Producer is not at market, then a Producer Representative must be present who is knowledgeable and able to answer questions about the products and aspects of production.
2. **Producers at Market.** The Producer or an individual significantly involved in production must spend at least one full day at each market site every month. If this requirement cannot be met due to hardship, the Producer must submit a written request in advance that another individual employed by the Producer attend market on a temporary basis. The Director shall approve or disapprove such substitution in writing. Review by the FCAC may be requested.

F. LAND AND PLACES OF PRODUCTION

1. Land

- a) All land used for production of Eligible Products sold at market must be within the Region.
- b) Producers must own or lease the land they use for production.
- c) Producers that lease the land used for production are encouraged to secure written long-term lease agreements, containing provisions that are beneficial to the Producer, and that provide protection for the Producer's improvements.
- d) Producers may sell crops they grow as per Greenmarket Rules on land they lease, provided that:
 - (1) Leased land is within the Region;
 - (2) Another grower is not actively farming the land the Producer rents;
 - (3) The Producer meets a required period of cultivation:
 - (a) Annual crops. Leased land must be fallow at inception of lease;
 - (b) Orchard and Vineyard crops. Leased land must be either planted by the Producer or under the Producer's full control of production for two (2) full growing seasons before the Producer may bring the crops to market.
 - (c) Perennial crops other than orchard and vineyard crops. Leased land must be either planted by the Producer or under the Producer's full control of production for one full growing season before the Producer may bring the crops to market.

2. Facilities and Other Places of Production

- a) All facilities used for production, processing, and storage must be within the Region.
 - (1) **Exception:** Where off-farm processing is expressly permitted by these Regulations, the facilities may be located outside of the Region. Approval by the Director is required; review by the FCAC may be requested.
- b) Producers must own or lease facilities they use for production and storage, and own or lease facilities used for processing, except where waived by these Regulations.
- c) In the case of leased facilities:
 - (1) Producers that lease the facilities are encouraged to secure written long-term lease agreements, containing written provisions that are beneficial to the Producer, and that provide protection for the Producer's improvements.
 - (2) Hourly, or short-term, leases of processing facilities are permitted.
 - (3) Producers must submit leases or written agreements for use of facilities to the Director prior to use.

G. COMPLIANCE WITH LAW

1. **General.** Producers are responsible for complying with all applicable Laws, including, without limitation, the laws and regulations of the NYC Department of Health and Mental Hygiene, the NYS Department of Agriculture and Markets, the US Food and Drug Administration (FDA), and the United States Department of Agriculture, and Human Rights and Labor laws.
2. **Department of Finance Registrations.** Producers must file all necessary tax forms, including but not limited to those required by the New York City and the New York State Departments of Finance.
3. **Taxable Edibles and Non-edibles.** Producers selling taxable edible and non-edible products, including wine and plant materials, must register with New York State Sales Tax Registration and display the registration number at market.
4. **Scale Registration and Seals.** Scales must be registered as legal for trade in New York City and sealed by the New York City Department of Consumer Affairs (See Appendix C for contact information for select NYS and NYC agencies).

5. **Credit/Debit Surcharges.** In compliance with New York State Law, Greenmarket prohibits Producers from imposing a credit card surcharge at the point of sale. Producers are, however, permitted at the point of sale to offer a cash discount on the advertised price for the product. Producers may also charge a debit card surcharge at the point of sale, so long as the Producer displays a clear and prominent sign at their Selling Area informing customers of such surcharge. A Producer's failure to adhere to this policy may result in a Fine of \$50 per day of infraction under Part VI.B.1 - "*Fines.*"
6. **Alcohol Signage.** Producers selling alcoholic beverages pursuant to Part III.F.3.b - "*Alcoholic Beverages*" must display all signage required by Law. In compliance with the New York State Liquor Authority, such sign or poster must be prominently displayed and include the following text:

"No person shall sell or give away any alcoholic beverages to: 1) any person under the age of twenty-one years; or 2) any visibly intoxicated person. IT IS A VIOLATION PUNISHABLE UNDER LAW FOR ANY PERSON UNDER THE AGE OF TWENTY-ONE TO PRESENT ANY WRITTEN EVIDENCE OF AGE WHICH IS FALSE, FRAUDULENT OR NOT ACTUALLY HIS OWN FOR THE PURPOSE OF ATTEMPTING TO PURCHASE ANY ALCOHOLIC BEVERAGE."

In compliance with the New York State Liquor Authority, such sign or poster shall be captioned with the word "WARNING" in at least two-inch lettering. The signage must be in an upright position and in a conspicuous place, fully visible to customers. A Producer's failure to adhere to this policy may result in a Fine of \$50 per day of infraction under Part VI.B.1 - "*Fines,*" and, under New York State Law, may be subject to a civic penalty of up to \$100 per day of violation.

H. ADMISSION ON PROBATION

1. A probationary period of admission shall apply to Producers that have:
 - a) Not attended Greenmarkets within the previous calendar year;
 - b) Changed primary farm location/primary production facility; and/or
 - c) Been suspended from Greenmarket in the current or previous Market Year.
2. The probationary period is for one calendar year, beginning with the first day of market attendance at market.
3. If a Producer is found in Violation of the Regulations while on probation, such Violation may result in immediate suspension or termination from markets.
4. Producers admitted for a probationary period shall be inspected by Greenmarket Personnel prior to attending market. A \$200 inspection fee shall be charged to the Producer (see Part V.C - "*Inspections.*")

I. COMPLIANCE WITH GREENMARKET REGULATIONS

1. **General.** Producers shall comply with the Regulations and the instructions of the Greenmarket Personnel. The Director shall enforce the Regulations as set forth in Part VI - "*Penalties.*"
2. **Grievance Procedures.** A Producer who wishes to lodge a formal complaint with regard to another Producer, Greenmarket Personnel, or a Greenmarket Personnel decision, should file such complaint in writing with the FCAC Chair and the Greenmarket Director. If the complaint is about either the FCAC Chair or the Greenmarket Director, then such complaint should be filed in writing with the GrowNYC President with a copy to the GrowNYC Assistant Director. If the complaint is about either of the GrowNYC President or GrowNYC Assistant Director, then such complaint should be filed in writing with the Chairperson of GrowNYC.
 - a) The recipient of the complaint shall have the responsibility of promptly acknowledging receipt of the complaint by written notice to the Producer who filed the complaint.
 - b) Thereafter, the complaint will be responded to either in a written response to the Producer or through a face-to-face or video conference meeting – the method to be selected by the person with whom the complaint was filed.
 - c) GrowNYC's Office Manager shall keep a file of all complaints that are filed and the responses.

J. CODE OF CONDUCT

1. **Statement of Purpose.** GrowNYC is committed to providing safe and welcoming markets. We stand firmly against all kinds of hateful speech and behavior and firmly behind our employees, partners, Producers, community members, and other stakeholders, all of whom deserve to be treated with respect and dignity.
2. **Ineligibility.** Producers may be ineligible to participate in Greenmarket if, in the determination of Greenmarket Personnel, their behavior, whether at market or otherwise, would compromise the mission of or bring discredit upon Greenmarket (see also IV.B - "*Conduct at Market.*")
3. **Inappropriate Behavior.** Behavior which may make a Producer ineligible to participate in Greenmarket includes, but is not limited to:
 - Intimidating, harassing, abusive, discriminatory, derogatory, or demeaning speech, materials, or conduct, particularly those related to sex, gender, sexual orientation, race, ability, age, cultural background, education, ethnicity, immigration status, language, nationality, national origin, physical appearance, economic status, or religion,
 - Violence, threats of violence, or violent language or symbols directed against another person and/or
 - Lewd or offensive behavior or language, including but not limited to using sexually explicit or offensive language, materials or conduct, or any language, behavior, or content that contains profanity, obscene gestures, or racial, religious, or ethnic slurs.

PART III: ELIGIBLE PRODUCTS

A. GENERAL

1. All items displayed for sale at market must be produced in accordance with Part II “*Admission Criteria*” and Part III “*Eligible Products*” of these Regulations. Products and practices not specifically listed in the Regulations must be approved by the Director prior to sale at market. In such case, Producers must submit a description of any such product or practice in writing to the Director for approval. For products and practices which substantially depart from those currently permitted, a review by the FCAC may be requested before approval is granted.
2. Producers must be in full control of the production of all products sold at market, except where waived by the Regulations.
3. Producers must sell only those products listed on the “Product Listing,” they submitted as part of their yearly application package. Greenmarket Personnel may remove products not listed on the Product Listing for such Producer. To amend the Product Listing, Producers must submit a written request to amend their Product Listing to the Director for approval. Processing such requests may take up to 15 business days.
4. The Producer’s market assignment entitles them to sell products, as per the Regulations, only in their assigned space. All promotional or educational activities not specifically mentioned in the Regulations, that the Producer wishes to conduct in either a Producer’s Selling Area or in the market’s public space, must be approved in advance by the Director.

B. PRODUCT INTEGRITY

1. **Produce.**
 - a) **No Genetically Modified Produce.** Producers may not sell genetically modified produce. This prohibition includes produce grown from any plant material that is the product of cell fusion, recombinant DNA technology, or other similar technology. This prohibition excludes exclusively traditional methods, such as breeding or tissue culture.
 - b) **No Irradiated Produce.** Producers may not sell irradiated produce.
2. **No Cloned Animal Products.** Producers may not sell animal products, including but not limited to meat, poultry and fowl, dairy, and eggs, that are the product of cloned animals.
3. **Prohibited Ingredients.**

Statement of Intent. The intent of Greenmarket is to eliminate ingredients from Value Added Food Products sold at market that are not good for human health and do not support the Greenmarket mission.

 - a) Producers may not use these ingredients (or compound ingredients that include these ingredients) in the preparation of Value-Added Food Products sold at Greenmarket, each as defined by the FDA:
 - (1) Artificial Transfats.
 - (2) Artificial Colors including, but not limited to, FD&C Blue No. 1, FD&C Blue No. 2, FD&C Green No. 3, Orange B, FD&C Red No. 3, FD&C Red No. 40, FD&C Yellow No. 5, and FD&C Yellow No. 6.
 - (3) Artificial High Intensity Sweeteners, including, but not limited to, Neotame (brand name Newtame), Saccharin (brand names include Sweet’N Low), Aspartame (brand names include Equal), Acesulfame potassium / Ace-K (brand names include Sweet One), and Sucralose (brand name Splenda).
 - (4) High Fructose Corn Syrup (HFCS).
 - (5) Monosodium Glutamate (MSG).
 - (6) Bromated Flour.

- b) **Exception.** The Greenmarket Director, in their sole discretion, may waive a Producer’s compliance with this rule for a defined, reasonable period based on hardship, such as difficulty, after due diligence, identifying alternative ingredients.
4. **Plastic Packaging.**
- a) **Statement of Intent.** It is the intent of Greenmarket to reduce the use of plastic packaging in general and to eliminate the use of harmful plastics.
 - b) **Bags.**
 - (1) Producers may not use or offer plastic shopping bags, commonly called “T-shirt bags,” or any plastic shopping bag with a handle.
 - (a) **Exception:** Producers may use or offer jumbo plastic bags, commonly called “blue bags,” for wholesale orders
 - (b) **Exception:** Producers may use or offer produce bags, commonly on a roll.
 - (2) Producers may use or offer to customers paper bags and reusable fabric bags. Producers must charge a 5-cent fee for each paper bag sold to a customer (excluding such customers who are Supplemental Nutrition Assistance Program (SNAP) and/or Special Supplemental Nutrition Program for Women, Infants and Children (WIC) recipients), which fee must be remitted to the state. A Producer’s failure to adhere to this policy may result in a Fine of \$50 per day of infraction under Part VI.B.1 - “*Fines.*”
 - (3) All products shall be packaged and labeled in accordance with NY State regulations.
 - c) **Pre-sale Packaging.** Producers may not use pre-sale packaging such as containers, clams, trays, cartons, bottles, boxes, and lids, composed of plastic types #3 (PVC, polyvinyl chloride), #6 (PS polystyrene or Styrofoam), and #7 (PC, polycarbonate.)
 - (1) **Exception.** The Greenmarket Director, in their sole discretion, may waive a Producer’s compliance with this rule for a defined period based on hardship, such as difficulty, after due diligence, in acquiring pre-sale packaging composed of alternative plastic types.
5. **Product Recalls.**
- a) Should any product sold by Producers become subject to a (i) mandatory recall by any Law, including by any governmental agency, or (ii) voluntary or precautionary recall, such Producer shall notify the Greenmarket Director and Farm Inspections Manager of any such recall. Such notification must be made within 24 hours after, the earlier of (i) the receipt of notice by a governmental agency to recall such product or (ii) the issuance of the recall. The notification must include the following information:
 - (1) The product(s) subject to the recall.
 - (2) The dates such product(s) were sold by the Producer at their Greenmarket location.
 - (3) Any sickness or illness reported related to such recall, if applicable.
 - (4) Producer’s contact information.
 - (5) The governmental agency notice, if applicable.
 - b) Promptly following delivery of such notice by the Producer (but in no event later than the Producer’s next Greenmarket attendance), the Producer must post a recall notice at their Greenmarket location(s) for a reasonable duration (such duration to be no less than 14 calendar days) including the information listed above in subsections a-e. A Producer’s failure to adhere to this policy may result in a Violation under Part VI.C - “*Violations.*”

C. PRODUCT BALANCE

In an effort to ensure product balance, the Director may require a Producer, as a condition of specific market assignments, to withhold certain products from market indefinitely.

D. REQUEST TO SEND PRODUCT OUT FOR “OFF-FARM” PROCESSING

1. Where off-farm processing for Eligible Products is not expressly permitted within these Regulations, Farmers and Fishers may request to send produce and products they grow, raise, Catch or forage to a Regional facility for processing, provided:
 - a) **Product Traceability.** The Farmer and/or Fisher can ensure, demonstrate, and document that the product received back is made from the Farmer’s or Fisher’s own produce or products.
 - b) The item is made according to the Farmer’s or Fisher’s own recipe.
2. Producers should submit written requests to the Director.
3. Approved requests expire at the end of each Market Year (March 31). As such, requests must be re-submitted annually for approval by the Director.

E. REQUEST TO PURCHASE REGIONAL FARM PRODUCTS

1. **General.** If Greenmarket Personnel determines there is an insufficient quantity of a certain product(s) in a particular market, the Director, by written approval, may approve a request only by Farmers to purchase specified items of any Eligible Product. (See Part III - “*Eligible Products.*”)
2. **Quantity of Purchased Products.** If approved, such Purchased Products will be limited to:
 - a) Up to three (3) items from May 15th through December 31st;
 - b) Up to five (5) items from January 1st through May 14th; and/or
 - c) No more than 25% (visibly one-quarter) of the Producer’s display.
3. **Sources of Purchased Products.** If approved, such Purchased Products must be grown by and procured from a Farmer in the Region.
4. **Signs Required.** Such Purchased Products must be identified at point of sale with the actual Farmer’s name and the town and state where the farm is located.
5. **Notification.** Greenmarket will notify all Farmers at the impacted market that such a request has been made.
6. **Withdrawal and Expiration of Approvals.** The Director may withdraw permission with one week’s notice. If not withdrawn, approved requests expire at the end of each Market Year (March 31). As such, requests must be re-submitted annually for approval by the Director.

F. ELIGIBLE PRODUCTS, EDIBLE

1. **PRODUCE**
 - a) **General.** Producers may only sell produce they grow, including fruit, grain, herbs, legumes, mushrooms, sprouts, and vegetables, either fresh, frozen or dried. Producers must dry or freeze their own produce.
 - b) **Foraging.** Only Farmers may forage wild produce not protected by Law from property they own or lease. As per the New York State Department of Agriculture and Markets, wild foraged mushrooms can only be sold by a certified mushroom identification expert.
 - c) **Quality.** Produce must be grown, harvested, and cared for after harvest so as to assure customers receive fresh, high-quality produce. Greenmarket Personnel may remove any deteriorated produce from the market.

2. BAKED GOODS

Statement of Intent. Greenmarket believes that Baked Goods contribute to the success of our markets and have since our inception. Baked Goods available at Greenmarket must be a showcase for the agricultural products that are available in our Region.

- Use Regional ingredients whenever possible.
- Source directly from Regional farms and processors who work with Farmers.
- Support a Regional grain industry.
- Extend Greenmarket values by using fairly traded products.
- Avoid ingredients that do not support our mission.

a) **Eligibility.** Bakers who demonstrate a commitment to Regional agriculture by meeting the following standards will be considered eligible for participation at Greenmarket.

b) **Quality.** Baked Goods must be fresh.

c) **Ingredients.**

(1) **General.** Producers must prepare Baked Goods from scratch. Producers may not use commercially prepared dry bases or mixes, dough mixes, crusts, shells, or fillings.

(2) **Grain and Flour.**

(a) Farmers baking in license-exempt home kitchens are encouraged to use Regionally grown and milled grain and flour.

(b) Other Producers and Farmers baking in licensed kitchens must use a minimum of 25% Regionally grown and milled grain and flour (25% of total volume of grain products used to make Baked Goods to be sold at Greenmarket).

(3) **Baked Goods Containing Produce.**

(a) Produce that can be grown in the Region, except for nuts and seeds, must come from Regional farms.

(b) At market the Producer's inventory of Baked Goods containing produce must include a minimum percentage of Regional Produce Baked Goods:

(i) A minimum of 75% for the second and third quarters of the Market Year (July through December), and

(ii) A minimum of 25% for the first and fourth quarters of the Market Year (January through June).

(4) **Eggs.** Fresh, whole eggs used must come from Regional farms.

(5) **Fluid Dairy.** Fluid Dairy Products used must come from Regional farms.

(6) **Meat.** All meat products used must come from Regional farms.

(7) **Honey and Maple Syrup.** All honey and maple products used must come from the Region.

(8) **Certified Organic Baked Goods.** Producers making certified organic Baked Goods may request a waiver from the Director for certified organic ingredients that they are unable to source from the Region.

d) **Points.** In addition to all of the above requirements, Producers must earn a minimum of four (4) points to be eligible to sell Baked Goods at Greenmarket. Producers may earn points as follows:

Farming	The Producer sells their farm's agricultural products in Greenmarket, as per the Rules. At least 50% of the Producer's display at market is agricultural product. 2 points
Grain/Flour	The Producer sources Regional grain and flour more than the minimum required. Points awarded by percent of all flour used for Greenmarket products that is sourced from the Region are as follows: 30%=1 point

Grain/Flour (cont'd)	35%=2 points 40%= 3 points >50%=4 points
Own Farm's Products	The Producer uses their farm's agricultural products in at least 50% of their Baked Goods product line. 1 point
Using all Regional Ingredients	The Producer uses no ingredients from out of Region (e.g., lemons, coconut, chocolate, etc.) 1 point
Other Regional Ingredients	The Producer uses Regionally grown and produced ingredients in addition to what is required. (e.g., regional fats, cheese.) 1 point per ingredient
Fairly-Traded Ingredients	The Producer uses non-Regionally grown produce ingredients (e.g., chocolate & cocoa, citrus, nuts & seeds) that are 100% fairly-traded. 1 point per ingredient
Milling	The Producer mills at least 50% of their flour. 1 point
Processing Ingredients	The Producer does the work of processing and storing the ingredients, with points awarded by percent of the processing/storing done by the Producer are as follows: 50%=1 point 100%=2 points

e) **Display.**

- (1) Upon request of customers or the Greenmarket Personnel, Producers must make available the list of ingredients for Baked Goods and the source farms for the ingredients used in the Baked Good.
- (2) Unwrapped Baked Goods must be covered and protected from the environment at all times.
- (3) Wrapped Baked Goods must be labeled in accordance with all applicable Laws.
- (4) "Potentially hazardous" Baked Goods must be displayed and stored at or below 41°F. (This includes high moisture content foods such as quiche, focaccia, empanadas, pork buns, or any similar products).

3. **BEVERAGES**

- a) **Non-alcoholic Beverages.** Producers may only sell fruit juice, vegetable juice, wheat grass juice, herb tea, milk, and soymilk they make bottled or by the cup. Producers may not use any concentrates in such products. Producers may not sell commercial tea, coffee, lemonade, or other drinks.

(1) **Fruit Juice and Vegetable Juice.**

- (a) **General.** Producers may only press fruit and/or vegetable juice, including cider, on their farm from fruit and/or vegetables they grow.

(b) **Exceptions:**

- (i) **Produce Sources.** Producers may purchase up to 40% of the produce used to make fruit and vegetable juice from the Region. The Director may approve a Producer's request to purchase up to 10% of produce that cannot be grown in the Region as flavoring in juice (e.g., lemon or ginger in apple juice). Upon request of customers or Greenmarket Personnel, Producers must make available the list of ingredients for the beverage and the source farms for the ingredients used in the beverage.

- (ii) Processing Facility. Producers may request to send produce to a facility to be pressed into juice provided they can demonstrate compliance with “Produce Sources,” immediately above. (see Part III.D – “*Request to Send Product Out for ‘Off Farm’ Processing.*”)
 - (2) **Wheat Grass Juice, Herb Tea, and Soymilk.** Producers may only make wheat grass juice, herb tea, and soymilk from wheat grass, herbs and soybeans such Producer grows.
 - (3) **Milk.** (“Milk” below.)
- b) **Alcoholic Beverages, including wine, hard cider, beer, spirits, and mead.**
 - (1) **General.** Producers may only sell alcoholic beverages that they make; Producers must press, blend, ferment, mature, distill and bottle beverages. Alcoholic beverages may only be sold by the bottle.
 - (2) **Ingredient Sources.** Producers must make their alcoholic beverages from their farm’s harvest (e.g., honey, grain, hops, fruit). Producers may purchase up to 40% of the ingredients used to make their alcoholic beverages from the Region. The Director may approve a Producer’s request to purchase up to 10% of ingredients that cannot be grown in the Region as flavoring in alcoholic beverages. Upon request of customers or Greenmarket Personnel, Producers must make available the list of ingredients for alcoholic beverages and the source farms for the ingredients used in the alcoholic beverage.
 - (3) **Compliance with Law.** Producers selling alcoholic beverages must comply with Part II.G.6 - “*Alcohol Signage.*”

4. **DAIRY PRODUCTS**

- a) **Milk.** Producers may only sell milk from animals that they manage and milk. Producers lacking on-farm dairy equipment may send their raw milk to an off-farm facility for processing (e.g., homogenization, pasteurization, and bottling) provided that the milk received back from such off-farm facility was exclusively produced from the Producer’s animals.
- b) **Other Dairy Products.** Other Dairy Products (e.g., cheese, butter, and yogurt) must be made according to the Producer’s own recipes. Producers without on-farm dairy equipment may send their milk to an off-farm facility for processing. Upon request of customers or Greenmarket Personnel, Producers must make available the list of ingredients for such Dairy Product and the source farms for the ingredients used in the Dairy Product.
 - (1) **Single-Milk Dairy Products.** At least 60% of the milk or cream used to make single-milk Dairy Products must come from the Producer’s herd. Producers may purchase up to the remaining 40% of the milk or cream from a Regional Farmer.
 - (2) **Mixed-Milk Dairy Products.** At least 80% of the milk or cream used to make mixed-milk Dairy Products must come from Producer’s herd. Producers may purchase up to the remaining 20% of the milk or cream for mixed-milk products from a Regional Farmer, only if the milk comes from a species of animal the Producer does not own.
- c) **Flavored Milk and Dairy Products.** If the Producer is selling a flavored milk or other Dairy Product, the use of Regionally grown flavoring ingredients is highly encouraged. Upon request of customers or Greenmarket Personnel, Producers must make available the list of ingredients for the flavored product and the source farms for the ingredients used in the flavored product.

- 5. **EGGS AND EGG PRODUCTS.** Producers may only sell eggs from poultry or fowl that the Producer owns. Producers may sell egg noodles, if such product is made with their own eggs.

6. **FISH AND SHELLFISH – CULTIVATED.**

Producers may only sell fish the Producer raises. Producers must not buy any trout fingerlings that are more than two inches long. Producers may send their fish to a facility to be cut or smoked; provided that the Producer only receives back their own fish provided to such facility.

7. **FISH AND SHELLFISH – WILD.**

Producers must catch wild saltwater fish and shellfish (hereafter ‘seafood’) from their own boat, nets, pots, and traps placed in Mid-Atlantic waters.

a) **Proof of Fishing Status.**

- (1) Producers must own and operate a commercial fishing boat, from which they regularly fish;
- (2) The Producer’s boat must be equipped to catch commercially the species they bring to market;
- (3) At least 50% of the Producer’s earned income must come from their own Catch; and
- (4) Producers must submit a copy of their current commercial boat license, photo of boat, appropriate fishing licenses, any special species permits, and docking permit.

b) **Cutting.**

- (1) Producers may send their own Catch to be cut at a Regional facility if they can document that they receive only their own seafood back, and this Regional facility will permit, in writing, inspections as required under Part V - “*Verification.*”
- (2) Producers must provide receipts for all cut seafood sold at market for review by the Greenmarket Personnel.

c) **Smoked Seafood and Other Seafood Products.** Producers may only sell smoked seafood and other seafood products from their own Catch at market.

d) **Permission to Purchase Seafood.** Producers may request permission from the Director to purchase up to three (3) species of seafood. Producers must provide receipts for purchased fish at market for review by Greenmarket Personnel. Purchased fish must:

- (1) Be purchased whole or gutted. The Producer must fillet, steak, smoke or otherwise process purchased fish in their own facilities;
- (2) Come directly from (i) commercial fishing boats landing at the Producer’s dock, (ii) a handling facility at the Producer’s dock, if direct purchase is not permitted, or (iii) other docks where commercial fishing is the main activity, so long as such dock is within 20 miles of the Producer’s dock;
- (3) Come from waters less than 100 nautical miles from the Producer’s dock;
- (4) Constitute no more than 25% (visibly one-quarter) of the Producer’s total display and total product weight at market; and
- (5) Be identified at the point of sale with the name of the boat or dock where such purchased fish was obtained.

8. **GRAIN AND GRAIN PRODUCTS.** Producers may only sell grain they grow, and grain products (including pancake mix and pasta) from grain they grow. Grain products may be processed off-farm provided the Producers can document that only their grain is returned to them.

9. **HONEY AND BEE PRODUCTS.** Producers may only sell honey and bee products (including propolis, pollen, royal jelly, and honeycomb) that such Producer collects and bottles from their hives in the Region. Any bee pollen sold and added ingredients in honey spread products used must come from the Region. The Director may approve a Producer’s request to purchase up to 10% of added ingredients that cannot be grown in the Region to be included in honey and bee products.

10. **MAPLE PRODUCTS.** Producers may only sell syrup and other maple products they collect and process from sugarbush they own or rent in the Region. Added ingredients used in maple products must come from the Region. The Director may approve a Producer's request to purchase up to 10% of added ingredients that cannot be grown in the Region to be included in maple products.

11. **MEAT AND MEAT PRODUCTS**

- a) **Red Meat.** Producers may only sell meat that is 100% from animals they raise from weaning.
- b) **Poultry and Fowl.** Producers may only sell meat that is 100% from poultry and fowl they raise from day-old chicks.
- c) **Processing of Animals.**
 - (1) Animals may be slaughtered, cut, and wrapped off-farm, provided that the resulting meat sold is only from the Producer's animals.
 - (2) Meat may be processed (e.g., smoked, made into sausage, dried, ground, frozen) off-farm, provided that only meat from the Producer's animals is used. Producers may add other ingredients, such as spices, to their meat products.

12. **PRESERVES, INCLUDING JAMS, JELLIES, RELISHES, CHUTNEYS, CANNED AND PICKLED PRODUCE**

- a) Producers may only sell preserves they make.
- b) Produce that can be grown in the Region must come from Regional Farmers.
- c) Produce that cannot be grown in the Region may be purchased. Non-Regional products must not constitute more than 15% of the Producer's inventory at market.
- d) Producers must provide all current canning and kitchen licenses.

13. **PROCESSED FOOD, MISCELLANEOUS.**

Processed foods may only be sold by Farmers and Ocean Fisher Producers.

- a) **Production.**
 - (1) Producers must be in full control and supervision of the production of all processed food items. Processed food items must be made according to the Producer's own recipes, by either the Producer or their Producer Representatives.
 - (2) Preparing foods (e.g., cooking, heating or reheating, assembling or serving) at market is strictly prohibited, except for beverages sold by the cup (see Part III.F.3.a - "*Non-Alcoholic Beverages.*")
- b) **Ingredients.**
 - (1) The Producer must grow, raise, or catch the 'defining ingredient' (e.g., clams in clam chowder, tomato in tomato sauce, basil in pesto, beef in beef stew).
 - (2) Any additional ingredients must be directly obtained from the Regional farms where grown and processed, except as indicated below:
 - (3) Supplemental quantities of the following ingredients may be used without limitation as to source: soy sauce, vinegar, fresh citrus fruit, seeds or nuts, cornstarch or thickeners, gypsum or nigari, salt, oil, fat, sweeteners, or spices. Ingredients not specifically listed here must be approved by the Director, review by the FCAC may be requested.

- c) **Display:**
 - (1) Upon request of a customer or the Greenmarket Personnel, Producers must provide a list of ingredients used in the processed food item and the source farms of the ingredients used in the processed food item.
 - (2) Processed food items sold at market must be pre-packaged.
 - (3) Processed food items sold at market must be labeled in accordance with all applicable Laws.
- d) This Processed Foods rule does not supersede rules established herein for production of Baked Goods, beverages, Dairy Products, egg products, fish and shellfish products, grain products, bee products, maple products, meat products, preserves, dried or frozen produce, and vinegar.

14. VINEGAR

- a) Farmers may only sell vinegar they make from Regional ingredients such as cider.
- b) Farmers may only sell flavored vinegar provided:
 - (1) They make the vinegar from ingredients they make (such as wine or cider), adding only purchased Regional produce for flavoring; or
 - (2) They grow the fresh produce flavoring and purchase vinegar made from Regional ingredients.

G. ELIGIBLE PRODUCTS, NON-EDIBLE

1. ANIMAL PRODUCTS

- a) **General.** Producers may only sell animal products (e.g., down, feathers, fleece, untooled leather and wool) from animals they raise.
- b) **Wool, Fleece, Feathers, and Leather.** Wool, fleece, feathers, and leather may be processed off-farm so long as the Producer only receives their own animals' product in return. Producers must provide receipts and other documentation related to such off-farm processing to Greenmarket Personnel on request. Producers may only sell crafted wool products they make from their own animals' wool or fleece.
- c) **Candles.** Producers may only sell candles that such Producer makes from their hives' beeswax.

2. PLANT MATERIALS

- a) **Field and Greenhouse-Grown Plants and Flowers.** In order to sell such products at market, Producers must:
 - (1) Start bedding, potted plants, and flowers either from seed, cell pack, bulbs, cutting, or plugs or received dormant (e.g., azaleas, hydrangeas, and roses). Producers must plant or repot all plant material.
 - (2) Be registered, licensed, or listed with the Cooperative Extension in the appropriate counties.
 - (3) Own their greenhouses, unless other arrangements are approved by the Director prior to the use of the other arrangements.
 - (4) Ensure that plants are well-established with good root systems and are free of disease. Repotted plants must be well rooted to the next size container.
 - (5) Sell large foliage plants from air-layered cuttings rooted in their greenhouse, only in limited quantities and varieties.
- b) **Cut Christmas Trees.** Producers may only sell cut Christmas trees that they start from seed, seedlings, or transplants, and manage for a minimum of five (5) years.
- c) **Vines and Gourds.** Only Farmers may sell vines and gourds that they grow.

d) **Wild and Foraged Plant Material.**

(1) Only Farmers may forage plant material not protected by Law and such forage must be on property they own, or from rented property within twenty (20) miles of their farm.

(2) Farmers must not forage the following: lilacs, hydrangeas, forsythia, azaleas, peonies, fruit tree branches, holly, juniper, or boxwood. These items must be collected from plants the Farmer cultivates on property they own or rent within twenty (20) miles of their farm.

e) **Displays and Other Arrangements.** Producers may only sell displays and other arrangements of fresh or dried flowers, or greens (including wreaths and roping) that they make from plant materials they grow or forage according to the Regulations.

f) **Wood Products.** Only Farmers may sell wood products (e.g., firewood, mulch chips, rough-cut wood, and baskets made from vine and woven wood). Farmers must obtain such wood products sold at market from only property they own or rent.

H. GIFT BASKETS.

Only Farmers may sell gift baskets. The Farmer must grow or make the majority of the products included in the basket. Products not grown or made by the Farmer must come from other Greenmarket Farmers. Products within the basket must comply with above Parts III.F - “*Eligible Products, Edible*” and III.G - “*Eligible Products, Non-Edible*” of these Regulations.

PART IV: AT MARKET

A. MANAGEMENT OF MARKETS

1. **Enforcing the Regulations.** Greenmarket Personnel are responsible for and charged with enforcing these Regulations.
2. **Market Data Collection.** Greenmarket Managers are responsible for market data collection, such as inventories, price comparisons and recording the name of the Producer and/or Producer Representative(s) in attendance at market.
3. **Market Layout.** Greenmarket Personnel are responsible for market layout, including, but not limited to, situating Producers and vehicles within the market.
4. **Directions from Greenmarket Personnel.** Producers and Producer Representatives at market must follow the directions of Greenmarket Personnel. Disagreements with specific directions or problems with the conduct of Greenmarket Personnel should be submitted to the Director after the incident in accordance with Part II.I.2 - "*Grievance Procedures.*"
5. **Removal of Items.** Greenmarket Personnel may remove items that constitute infractions of these Regulations or any applicable Laws.
6. **Absent Manager.** When the Manager is not present, Producers should refer problems at a market to the Greenmarket Office.

B. CONDUCT AT MARKET

1. **Producer Accountability.** Producers are solely responsible for the conduct of their Producer Representatives and for any penalties (for the avoidance of doubt, including any Fines and Violations) that their Producer Representatives incur.
2. **Punctuality.** Producers and Producer Representatives must arrive at least 30 minutes before the market opens. Producers who arrive late may be denied admission or admitted and assigned a space at the discretion of Greenmarket Personnel.
3. **Appropriate Behavior.** Producers and Producer Representatives shall be considerate and respectful to all Greenmarket Personnel, fellow Producers, fellow Producer Representatives, and all members of the community, and handle disagreements in a respectful manner.
 - a) **Unacceptable behavior from any Producer or Producer Representative will not be tolerated and will result in Violations, immediate suspension, or termination.** Producers shall notify Greenmarket Personnel of any unacceptable behavior.
 - b) GrowNYC has the right to remove any Producer Representative who engages in unacceptable behavior from the market at any time. GrowNYC does not, however, have any right to control a Producer Representative's employment, contractor or volunteer status, or to intervene in any employment or other disputes between a Producer and a Producer Representative. A Producer retains the sole right to make all decisions regarding the hiring, termination, and other conditions of employment, contractor, volunteer status or familial relationship for all Producer Representatives.
 - c) Unacceptable behavior includes, but is not limited to:
 - Intimidating, harassing, abusive, discriminatory, derogatory, or demeaning speech, materials, or conduct, particularly that related to sex, gender, sexual orientation, race, ability, age, cultural background, education, ethnicity, immigration status, language, nationality, national origin, physical appearance, economic status, or religion,
 - Violence, threats of violence, or violent language or symbols directed against another person. Any physical assault or threat of physical assault will result in immediate removal

and suspension from Greenmarket (see Part VI.D.1 - “*Immediate Removal from Market and Suspension or Termination*” for more information on immediate removal.)

- Boisterous, lewd, or offensive behavior or language, including but not limited to using sexually explicit or offensive language, materials or conduct, or any language, behavior, or content that contains profanity, obscene gestures, or racial, religious, or ethnic slurs,
 - Inappropriate photography or recording, including, but not limited to, taking photos within the event environment for use on social media, without the prior permission of the individuals or owners of the content therein, and
 - Failure to obey any Laws or directions given by Greenmarket Personnel.
4. **No Smoking or Alcohol.** New York City law prohibits smoking while handling food and public consumption of alcohol. Smoking of any kind or drinking alcohol by Producers or Producer Representatives at market is strictly prohibited.
 5. **Hawking.** Drawing attention to a Producer’s Selling Area and products by loud repetitive calling is highly discouraged. Greenmarket Personnel will limit or prohibit hawking.
 6. **Playing Music.** The playing of music or other amplified sound at any volume by a Producer or a Producer Representative at their Selling Area is strictly prohibited. Failure to adhere to this policy may result in a Fine of \$50 per infraction under Part VI.B.1 - “*Fines.*”

C. EQUIPMENT

1. **Safe Structures.** Market safety is the top priority of Greenmarket. Practices that ensure a safe marketplace for consumers, Producers, Producer Representatives, and Greenmarket Personnel are required, and must be habitual.
 - a) **Canopies.** Producers must secure their canopies immediately upon set up with a minimum of 40 lbs. per tent leg for a 10’x10’ or 25 lbs. per tent leg for a 5’x5’ canopy tent. Once a canopy tent is no longer secure it must be broken down immediately. Greenmarket Personnel may instruct Producers or Producer Representatives to remove canopies in extreme weather conditions when no amount of weight will be sufficient to secure a canopy (For additional requirements, see Appendix F: *Weights and Tie Down Requirements*).
 - b) **Safe Equipment.** All equipment (including but not limited to canopies, tables, fixtures, signs, coolers, tarps, shades, and lift gates) used for set-up and display at market must be kept in good condition. Any equipment Greenmarket Personnel deem unsafe for use must be removed immediately by the Producer or Producer Representative. All equipment must be safely positioned and secured to prevent injury.
2. **Scales.** Scales must be in compliance with applicable Law as set forth in Part II.G.4 - “*Scale Registration and Seals.*”
3. **Generators and Refrigeration.** Generators and refrigeration equipment should be quiet and odor-free. Greenmarket Personnel may require Producers to curtail or cease the use of a generator or refrigeration equipment if noise or odor result in multiple complaints from other Producers or customers.
4. To ensure compliance, Greenmarket Personnel may remove equipment.

D. PERMITS

1. Greenmarket Personnel shall provide the Producer one permit for each market where the Producer is reserved.
2. Permits must not be photocopied, reproduced, or misused under any circumstances.

3. Permits must be returned to Greenmarket Personnel upon the end of the Producer’s reservation or attendance for the Market Year, expiration of the permit, suspension, or termination of the Producer from the market, or at any other time upon request of Greenmarket Personnel.

E. SANITATION

1. **Clean Stand.** All operations at the market must be sanitary. A Producer’s assigned area (assigned area includes the Producer’s canopy, display, storage areas and vehicles) should be kept free from refuse and debris. At the end of a market day, Producers must clean their assigned area and take home all refuse and debris.
2. **Samples.** Producers who offer samples of products must follow safe handling practices and guidelines. Samples must be covered to protect them from insects, dust, and other contaminants when they are not being actively sampled by customers. Samples must be actively tended to by the Producer and/or the Producer Representatives.
3. **Placement of Edible Products.** All Edible Products and packaging materials must be kept off the ground. At minimum, there must be a complete barrier between the product and the ground. Products must be protected from possible contamination.
4. **Trash Containers.** Producers must maintain their own trash receptacle in their Selling Area when necessary.
5. **Threats to Public Health.** Producers and their Producer Representatives must abide by any additional safeguards or protocols that GrowNYC puts in place to prevent the spread of COVID-19 or otherwise protect human health and safety (See Part VI.D.1.b for additional penalties related to COVID-19).
6. **Display Products.** Potentially Hazardous Food(s) that are exhibited for display may not be sold and must have signage that says, “For display only.” Failure to adhere to this policy may result in a Fine of \$50 per infraction under Part VI.B.1 - “*Fines.*”
7. **Temperature Checks.** Producers selling products subject to storage requirements as outlined by the New York State Department of Agriculture and Markets must be able to prove with an approved style of thermometer that those products for sale are within the proper temperature range. Failure to adhere to this policy may result in a Fine of \$100 per infraction under Part VI.B.1 - “*Fines*” and may result in the removal of the products from market in accordance with Part IV.A.5.
 - a) Approved thermometers and their requirements.
 - (1) Infrared thermometers, which take an instant reading of the surface temperature of a product, must measure the item or its individual wrapping and not the refrigerated container. If using this style of thermometer, only one thermometer is required per market stand. Infrared thermometers must be designed for food.
 - (2) Refrigerator/freezer thermometers, which take a reading of ambient temperature. If using this type of thermometer, every cooler must have a thermometer dedicated to that cooler for each market day. If it is a digital version with an attached probe, the display should be kept outside of the container with the probe inside for at least 10 minutes before taking a reading. Analog versions of refrigerator/freezer thermometers must not contain mercury or glass.

F. MARKET SAFETY AND SECURITY

1. **Reporting Incidents at Market.** All incidents that impact public safety at market, including but not limited to accidents, injuries, theft, parked cars, and disputes, must be immediately reported to Greenmarket Personnel. If Greenmarket Personnel are not present, contact the Regional Coordinator, Operations Manager, or the Greenmarket Director. If the problem is serious or requires urgent attention, call 911.

2. **Incidents that Require Notification of Law Enforcement.** In the event of a serious matter that requires notification of law enforcement including theft (with the exception of de minimis or minor theft of merchandise), Producers **must** file a police report with the precinct that has jurisdiction over the market where the incident occurred. Upon a Producer’s request, this requirement may be waived by the Greenmarket Director. Failure to report an incident may result in a Violation.

G. VEHICLES

1. **Parking Vehicles.**
 - a) Parking for a Producer’s vehicle is subject to the availability of parking spaces at the market.
 - b) If parking is available and assigned by the Greenmarket Manager:
 - (1) Producers must park their vehicles in their assigned space. Producers must be able to park their vehicle in the assigned space.
 - (2) **Extra Space for Vehicle.** If a Producer’s vehicle exceeds the length of their display or canopy, the Producer may be charged for the extra space it occupies.
 - (3) **Approval for Larger Vehicles.** Producers may not bring a larger vehicle to market without prior written approval from the Director.
 - (4) **No Idling.** Once a vehicle is parked and stationary, the motor must be turned off.
2. **Moving Vehicles Safely.** Vehicles must be operated safely in the market. Unsafe operation includes, but is not limited to, moving any vehicle in the market between 7:30 AM and 7 PM, and moving a vehicle without permission or escort by Greenmarket Personnel.

H. CLAIMS, SIGNS, LABELING AND PROMOTION

1. **Claims Relating to Products Sold at Greenmarket.** Greenmarket creates a space where Producers and consumers have the opportunity to interact directly. Producers are encouraged to discuss their products, including the methods of production with their customers.
 - a) **Honest, Accurate and Verifiable Production Claims.** All production claims made in signs, labels, promotional activities and materials, and verbal communications must be honest, accurate and verifiable. During Greenmarket inspection the Producer must be able to provide evidence through documentation or other information sufficient to demonstrate that all production claims are accurate. The sufficiency of the evidence provided will be determined by and at the discretion of the Greenmarket Inspector and the Director.
 - b) **Approved Certifications.** Certification programs approved by Greenmarket are listed in Appendix D - “*Lists of Certifications and Approved Certifying Agencies.*” Producers who claim certifications under these programs must provide Greenmarket with current and valid certificates issued by those programs and must visibly display copies of those certificates in their Selling Area.
 - c) **Segregation of Certified and Uncertified Products.** Producers who have certain products that are certified and other products that are not certified, must separate such products and provide clear signage that differentiates the products to a consumer. Failure to do so may result in a Fine of \$200 under Part VI.B.1 - “*Fines.*” Banners or tents that have written certification claims on them are not allowed unless all products beneath the banner or within the tent are certified.
2. **Signs and Labels Required by Law.** Before selling commences for the market day Producers must display all signs required and label all products in accordance with these Regulations and applicable Laws.

3. Signs and Information Required at Market

- a) Greenmarket requires that Producers post the following signs before selling commences:
 - (1) A farm or business sign that identifies the name of the farm or business and the location of the farm or place of production;
 - (2) Price signs for all products;
 - (3) If approved to sell Purchased Products, signs identifying the source for each Purchased Product (see Parts III.E.4. & - “*Signs Required*” and III.F.7.d.5 - “*Permission to Purchase Seafood*” for more information on Purchased Products.)
 - (4) New York State sales tax registration if selling taxable items. (See Part II.G.3 - “*Taxable Edibles and Non-Edibles*” for more information on taxes).
 - (5) Current and valid documentation of certification if selling products with approved third-party certification. (See Part IV.H.1.b - “*Approved Certifications*” for more information on certifications).
 - (6) The permit provided by Greenmarket Personnel. (See Part IV.D - “*Permits*” for more information on permits).
 - (7) Farmers Market Nutrition Program (FMNP) Signage. Approved fruit and vegetable farmers must display the promotional farmer sign “We Accept NYS Farmers’ Market Coupons” at the market booth at all times during the June 1 through November 30 program season.
 - (8) Potentially Hazardous Food(s) that are exhibited for display must have signage that says, “For display only.”
- b) **Attractive Signs.** Signs should be attractive and clearly legible at a reasonable distance from the Selling Area. Makeshift signs, such as cardboard or construction paper, are not acceptable for the farm or business sign.
- c) **Placement of Signs.** All signs, including promotional signs and sandwich boards, must be kept within the Producer’s Selling Area unless otherwise permitted by the Manager.
- d) **Ingredient Lists and Sources.** Upon request of customers or Greenmarket Personnel, Producers must make available a list of ingredients and source farms of ingredients for any products sold at market, including Baked Goods, beverages, dairy products, and other Processed Foods.

PART V: VERIFICATION

A. GENERAL

To assure compliance with these Regulations, Greenmarket Personnel may inspect or visit all farms, fields, or facilities involved in the production and storage of products displayed for sale. The Producer must notify off-farm facilities they use that Greenmarket Personnel may contact them.

B. DOCUMENTATION

1. Producers must provide any help necessary to document thoroughly the products they display for sale at market and listed on their Product Listing.
2. Producers must keep detailed records and documentation that fully disclose activities and transactions of their operations, in sufficient detail as to be readily understood. Records must demonstrate that the Producer or their Producer Representatives performed all work associated with the production of the items with the Producer's equipment. Proof may include, but is not limited to, seed receipts, payroll records, and spray records. (See Appendix E: "*Preparing for a Greenmarket Inspection*," for examples of types of documentation.)
3. Records and documentation must be made available to Greenmarket Personnel at the time of inspection or upon written request. Producers must provide such documentation within ten (10) business days of the original written request. If the Producer is unable to provide documentation, a Violation may be issued for all products for which provenance cannot be verified. If a follow-up audit is required due to the Producer's lack of preparation, thoroughness, or at a Producer's request pursuant to Part VI.C.4.b - "*Request for a New Inspection*," the Producer shall pay \$350 for such audit.
4. Greenmarket Personnel must be permitted to take photographs to assist in documentation of an inspection or spot visit.

C. INSPECTIONS

1. **Scheduling and Conducting Inspections.** Inspections:
 - a) will be scheduled by Greenmarket Personnel with a minimum 24 hours' notice, unless the Producer waives this requirement;
 - b) will take place between 8 AM and 5 PM; and
 - c) must be conducted when the Producer or their Producer Representative is present, unless the Producer waives this requirement by indicating this in the inspection report. If a Producer Representative represents the Producer at the inspection, such Producer Representative must be knowledgeable about all aspects of production.
2. **During an Inspection.** It is the Producer's responsibility to ensure that the Greenmarket Personnel conducting the inspection has seen, or is familiarized with, all aspects of production before the conclusion of the inspection. This includes all crops or products currently in production, products currently harvested and those for future harvest, and all items in storage or in processing facilities. Please see Appendix E, - "*Preparing for a Greenmarket Inspection*," for more information on preparing for an inspection. If a follow-up inspection is required due to the Producer's lack of preparation or thoroughness, the Producer shall pay \$350 for that subsequent inspection.
3. **Following an Inspection.** Following an inspection, only products documented in the inspection may be sold at market.
4. **Refusing an Inspection.** Producers may not refuse an inspection. Refusal to permit an inspection, includes, but is not limited to, repeated failure to keep inspection appointments and unreasonable termination of an inspection. Refusal to permit an inspection may lead to an additional suspension under Part VI.C.2 - "*Additional Suspension*."

D. SPOT VISITS

1. **General.** Greenmarket Personnel may conduct spot visits to places of production to check on particular items or observe the packing for market.
2. **Conducting Spot Visits.** Spot visits:
 - a) do not require advance notice to the Producer;
 - b) will take place between 8 AM and 5 PM;
 - c) may be made within two (2) days of the Producer's attendance at market;
 - d) require the Inspector to identify the items in need of verification at the beginning of the spot visit. It is the responsibility of the Producer to show or present documentation of these items to the Inspector for the purpose of verification. At the conclusion of the spot visit, the Inspector will review their notes with the Producer. The Producer must sign off on the spot inspection form; and
 - e) must be conducted when the Producer or their Producer Representatives is present, unless the Producer waives this requirement by indicating this on the spot visit report. If a Producer Representative represents the Producer at the spot visit, such Producer Representative must be knowledgeable about all aspects of production.
3. **Refusing a Spot Visit.** Producers are not permitted to refuse a spot visit, and refusal to permit a spot visit may lead to an additional suspension under Part VI.C.2 - "*Additional Suspension.*"

E. ISSUES OF CONCERN

Greenmarket Personnel conducting an inspection or spot visit will review their inspection report notes with the Producer and discuss any issues of concern near the conclusion of the visit.

F. INVENTORIES

1. **General.** Greenmarket Personnel may conduct inventories at market.
2. **Conducting Inventories.**
 - a) Inventories will be conducted in the presence of the Producer, or if the Producer is not at market, their Producer Representative who is knowledgeable and able to answer questions about the products.
 - b) Producers must allow Greenmarket Personnel access to all products displayed and stored at market including those which are stored in vehicles. Producers who refuse to allow access to products stored in vehicles, must remove the products from the vehicle and display the products as to allow for accurate inventory.
 - c) All inventories shall include a beginning and end-of-day report.
3. **Refusing an Inventory.** Producers may not refuse to permit an inventory, and refusal to permit an inventory may lead to an additional suspension under Part VI.C.2 - "*Additional Suspension.*"

G. INSPECTIONS AT THE REQUEST OF ANOTHER PRODUCER

1. Producers may have information or believe that another Producer is in violation of the Regulations.
 - a) If a Producer has a complaint and wishes to have a farm or other facility inspected outside of its normally scheduled inspection, the Producer must:
 - (1) send the request to the Director in writing;
 - (2) name the Producer, the product(s) in question, and the reasons for suspecting the product(s); and
 - (3) include a complaint fee of \$200.
 - b) One or more Producers may join together in a complaint and share the fee.
 - c) The complaint(s) will be kept confidential at the request of the complainant(s).

2. Upon receipt of the complaint, the Director will notify the Producer in question of the complaint and schedule an inspection.
 - a) Greenmarket Personnel will conduct an inspection and notify both parties of the results within five (5) business days of receipt of the complaint.
 - b) If Greenmarket Personnel cannot conduct the inspection within five (5) business days of receipt of the complaint, the complaint fee will be refunded to the complainant(s).
 - c) If the Producer is found in violation of these Regulations:
 - (1) a Violation will be issued (See Part VI.C - “*Violations*”), and
 - (2) The complaint fee will be refunded to the complainant(s) and charged to the Producer found to have been in violation of the Regulations.
 - d) If the Producer is not found to have been in violation of the Regulations, Greenmarket will retain the complaint fee to defray the cost of the inspection.

PART VI: PENALTIES

A. GENERAL

Greenmarket Personnel may issue penalties to Producers for conduct in violation of these Regulations. Penalties may be issued as Fines, Violations, suspensions, or terminations. If the infraction is listed in the table in Part VI.B below, Greenmarket personnel shall issue the penalty as a Fine. If the infraction is not listed in the table below, the penalty shall be issued as a Violation, suspension, or termination.

B. FINES

1. Greenmarket Personnel may impose the following Fines:

Reference	Infraction	Fine
II.G.5	Credit Card Surcharge/Debit Signage	\$50
II.G.6	Alcohol Signage	\$50
III.B.4.2	Plastic Bags	\$50
III.F.1.c	Deteriorated Produce	\$50
III F.2.e.2	Baked Goods not covered	\$50
III F.13.c.2	Processed Foods not pre-packaged	\$50
IV.B.2	Late to market	\$50
IV.B.4	Smoking in the Selling Area	\$50
IV.B.5	Hawking	\$50
IV.B.6	Playing Music	\$50
IV.C.1	Unsafe or unsecured structure, table, equipment	\$100
IV.C.2	Inaccurate scale	\$100
IV.C.3	Noisy or noxious generator	\$50
IV.E	Unsanitary conditions	\$50
IV.E.1	Failure to clean up at end of day	\$100
IV.E.6.	No "For display only" sign posted	\$50
IV.E.7	Failure to follow temperature check policy	\$100
IV.G.1	Improper parking of vehicle	\$50
IV.G.2	Unsafe operation of vehicle	\$200
IV.H.1.c	Failure to differentiate certified and not certified products	\$200
IV.H.2	No label or incorrect label	\$50
IV.H.3.a.1	No farm/business sign posted	\$50
IV.H.3.a.2	No price signs posted	\$50
IV.H.3.a.3	No signs for approved purchased items	\$50
IV.H.3.a.4	NYS Tax registration not posted	\$50
IV.H.3.a.5	Third Party Certification not posted	\$50
IV.H.3.a.6	Lost permit/Failure to return permit	\$100
IV.H.3.a.7	No Farmers Market Nutrition Program signage	\$50
IV.H.3.d	No ingredient list and source information available	\$50
VII.D.1.d	Returned check	\$50
VII.D.2.b.1	Late payment of fee	greater of \$50 or 1.5% of balance due

2. Producers must pay any Fines by the payment due date on the billing statement where the charge appears. If the Producer thinks the Fine is incorrect, then the Producer may dispute the Fine pursuant to the procedure set forth in Part VII.D.4 - "Disputing a Statement."

3. Fines are cumulative and shall remain on the Producer’s record for the remainder of the Market Year. More than three (3) Fines issued for infractions of the same Regulation may result in reduction, suspension, or termination of market assignments by the Director; in such case, the Director will notify the Producer in writing before imposing such penalty. In the event such penalty would result in suspension from any market assignment for more than one month or termination from participation in the market, notice and an FCAC review of such penalty shall be undertaken as provided in Parts VI.C.2 - “*Additional Suspension*” and VI.C.3 - “*Notice of Violations, Suspension or Termination.*”

C. VIOLATIONS

1. Issuance and Subsequent Penalties

- a) Multiple Violations may be issued simultaneously.
- b) Each action by a Producer or Producer Representative that constitutes a Violation of the Regulations and does not otherwise result in a Fine may result in a Violation, suspension, or termination.
 - (1) The display for sale of each variety of product that constitutes such a violation of the Regulations is considered a separate action for the purpose of issuing Violations.
- c) Violations are cumulative and shall remain on the Producer’s record for four years from the date the Violations are issued.
- d) Except where noted in the Regulations, the issuance of a Violation shall result in the following penalties:
 - (1) **First Violation.** A warning letter;
 - (2) **Second Violation.** Suspension from all markets for one week;
 - (3) **Third Violation.** Suspension from all markets for one month;
 - (4) **Fourth Violation.** Suspension from all markets for the remainder of the Market Year;
 - (5) **Fifth Violation.** Indefinite termination from Greenmarket.

2. **Additional Suspension.** In addition to issuing Fines or Violations and imposing the associated penalties, the Director may issue an additional suspension of up to one month for the following infractions of the Regulations:

<u>Reference</u>	<u>Infraction</u>
II.F.1.a	Products sold at market grown outside the Region
II.F.2.a	Products sold at market made or processed outside the Region
II.G.	Non-compliance with law
III.A.1	Products sold at market made with ingredients grown outside the Region not expressly permitted in Part III - “ <i>Eligible Products</i> ”
IV.B.3	Unacceptable behavior under the Code of Conduct
IV.E.5	Failure to abide by GrowNYC health and safety safeguards or protocols.
IV.G.2	Unsafe vehicle operation
IV.H	Uncertified or false claims regarding production methods
V.C, D, & F	Refusing inspection, spot visit, or inventory

At the discretion of the Director, repeated infractions of any one Regulation resulting in additional suspension may also result in indefinite termination from Greenmarket.

3. **Notice of Violation, Suspension or Termination**
 - a) **Producer and FCAC Notification.** When the Director makes a provisional determination that a Violation of the Regulations has occurred and issues Violations, a suspension, or a termination, the Producer shall be notified in writing by Greenmarket Personnel in-person or by phone and by certified mail within five (5) business days (a "Penalty Notice.") Members of the FCAC shall receive a copy of the Penalty Notice by email.
 - b) **Written Notice.** The Penalty Notice shall include a description of the infraction, penalty, the text of the Regulation being enforced, and will reference Part VI.C.4 - "*Procedure Following a Penalty Notice - Request for FCAC Review of a Penalty*" below.
 - c) **Removal of Item(s).** When the Penalty Notice concerns a product, the Director may order that the product be removed.
 - d) **Customer Notification of Suspension or Termination.** When a Producer is absent from market because of suspension or termination, any customer who requests information about such absence will be informed by Greenmarket Personnel that the Producer has been found in Violation of these Regulations.
4. **Procedure Following a Penalty Notice; Request for FCAC Review of a Penalty**
 - a) **Acceptance or Request for Review.** Within fifteen (15) business days of receiving a Penalty Notice and before any penalty is imposed (except with respect to additional penalties as per Part VI.D.1 - "*Additional Penalties*" which may be imposed immediately), the Producer must:
 - (1) Accept the Violation(s) or other penalties without contest, or
 - (2) Request in writing to the FCAC Chair an FCAC review of the Violation or other penalty. Producers who do not request a review will be considered to have accepted the Violation(s) and any other penalties; and the Violations and any other penalties will be final, and the penalty or penalties imposed.
 - b) **Request for a New Inspection.** When the Violation concerns a product, documentation, or conditions at the Producer's farm or a facility involved in the production or storage of the product, the Producer may request a new inspection before the FCAC review meeting to re-document conditions. The Producer must make this request within five (5) business days of receiving the Penalty Notice and pay \$350 for such an inspection. If the re-inspection resolves the Violation, then the Violation will be removed from the Producer's record.
 - c) **Procedure for FCAC Review of a Violation**
 - (1) **Scheduling an FCAC Review**
 - (a) Within ten (10) business days of the Producer's request for review, the FCAC Chair will notify Greenmarket Management and the Producer of the date and time of the meeting to review the Violation(s) and prepare a recommendation for the Director.
 - (b) In special circumstances, an FCAC subcommittee may review the Violation(s) and any other penalties and make a recommendation in lieu of the full FCAC.
 - (2) **FCAC Recommendation.** Following the review, the FCAC will inform the Producer and the Greenmarket Director of the FCAC's recommendations within ten (10) business days.
 - (3) **Final Determination**
 - (a) The Director will review the recommendation of the FCAC and make a final determination within five (5) business days.
 - (b) The Greenmarket Director will notify the Producer of Greenmarket's final determination in-person or by phone; written notice will be followed by certified mail within five (5) business days.
 - (c) The Greenmarket Director will inform the FCAC members of Greenmarket's final determination.

D. ADDITIONAL PENALTIES

1. Immediate Removal from Market and Suspension or Termination.

- a) Any physical assault or threat of physical assault by a Producer or Producer Representative will result in immediate removal of such Producer or Producer Representative from market by Greenmarket Personnel and termination from Greenmarket.
- b) Any other unacceptable behavior by a Producer or Producer Representative, as described in Part II.J - "*Code of Conduct*" or Part IV.B.3 - "*Appropriate Behavior*", or a Violation of applicable Law, may result in immediate suspension or termination, if, in Greenmarket Personnel's discretion, such behavior or infraction poses a threat to human health or safety, or compromises the integrity or mission of or brings discredit upon Greenmarket, or compromises the market's compliance with Laws, including those promulgated to prevent the spread of COVID-19.
- c) Violations issued to Producers on probation may result in immediate suspension or termination from Greenmarket (see Part II.H.3 - "*Admission on Probation*," for more information on probationary periods).

PART VII: RESERVATIONS, CHARGES AND PAYMENTS

A. RESERVATIONS AND RESERVATION TYPES

Producers may request one of three types of reservations at markets (daily, prepaid and drop-in). The different reservation types allow for different kinds of attendance; each has conditions and requirements.

1. Daily

- a) With a daily reservation, the Producer will be expected at market each day of their reservation, and the Producer will pay for charges in accordance with the billing statement (see Parts VII.B - *“Attendance and Calculation of Space”*, VII.C - *“Absence from Market”*, and VII.D - *“Billing and Payment”* for more information on attendance, charges, absences, billing statements and payments).

2. Prepaid

- a) With a prepaid reservation, the Producer will be expected at market each day of their reservation and must pay for market fees in advance of the date of attendance, according to the payment schedule as set forth in the annual application. The Producer who prepays in full for space charges will receive discounted rates. (For Prepayment Eligibility and Conditions see Parts VII.A.2.b - *“Prepayment Eligibility and Conditions,”* VII.B - *“Attendance and Calculation of Space,”* VII.C - *“Absence from Market,”* and VII.D - *“Billing and Payment”* for more information on attendance, charges, absences, and payments.)

b) Prepayment Eligibility and Conditions:

(1) General.

- (a) The length of a prepaid reservation at a market must be a minimum of a Quarter of the Market Year to be eligible for the discounted rate.
- (b) Producers may not change any aspect of their prepaid reservation after the prepayment deadline, including, but not limited to, the amount of reserved space, the dates of the reservation, or change the reservation type (either to or from prepaid).

(2) Remitting Prepayments. (See Part VII.D - *“Billing and Payment”* for more information.

(3) Prepaid Charges.

- (a) Producers with prepaid reservations will be charged for all the space for which they have reserved. There are no refunds for prepaid reserved space that the Producer does not use. Producers taking less space than reserved will not receive a refund. There are no uncharged absences, as indicated in Part VII.C.3 - *“Absences for Producers with Prepaid Reservations.”*
- (b) Attendance and extra space charged outside of a prepaid reservation will not receive a discounted rate.

3. Drop-In:

- a) With a drop-in reservation, the Producer will not be expected at market each day of their reservation. The purpose of a drop-in reservation is for a Producer who would like to attend a market when product, weather, or space allows. The Producer will pay for charges in accordance with the billing statement (See Part VII.B - *“Attendance and Calculation of Space”*, VII.C - *“Absence from Market”*, and VII.D

- “*Billing and Payment*” for more information on attendance, charges, absences, billing statements and payments).
- b) Management may offer Drop-In reservations to Producers requesting Daily or Prepaid reservations at markets.
- c) **Availability of Space.** Drop-In reservations are not a guarantee of space at any market. In order to attend on a Drop-in basis, the Producer must contact the Manager by telephone in advance to ensure that space is available.

B. ATTENDANCE AND CALCULATION OF SPACE

1. **General.** The Producer or their Producer Representatives must sign the Manager’s market report to verify space taken. Producers should settle any space disputes with the Manager before signing the report.
2. Producers must be able to display their products within the space assigned.
3. If Producers need space in excess of their reserved space, or outside of the dates of their reservations, they may request additional space to be charged at the daily rate.
4. One space equals twelve (12) feet or ten (10) feet in length, depending on market location. Measurement of one space for each market is listed in in the application. The depth of space varies depending on location within a market.
5. Space will be calculated by whichever measurement is largest, length of display or canopy. At certain markets, as determined by the Director, where space is at a premium, space will be calculated market-wide by whichever measurement is largest, length of display, canopy, or vehicle.
6. The minimum space is half (1/2) space; additional space is calculated in quarter (1/4) space increments. Producers who occupy the minimum space may not have room for their vehicle.

C. ABSENCES FROM MARKET

1. **General.**
 - a) If a Producer cannot attend market for any reason, they must notify the Regional Coordinator before 12 PM (noon) on the day before the market. If the Regional Coordinator is unavailable, Producers must notify the Greenmarket Office no later than 12 PM (noon) on the day before the market.
 - b) Unless otherwise permitted in writing by the Director, if a Producer has more than three (3) un-notified absences in a Market Year, then such Producer may lose their market assignment for the remainder of the Market Year.
 - c) **Market Year Absences.** An extended absence for the remainder or entirety of a Market Year is subject to the “*Market Year Leave of Absences*” policy as set forth in Part VII.C.5 below.
 - d) **Scheduled Absences.** During the annual application Producers may request one scheduled absence per market. The date of the scheduled absence must be requested on the market request page in the annual application.
2. **Absences for Producers with Daily Reservations.** For each market:
 - a) From April through December, Producers will not be charged for two notified absences on days they reserve.
 - b) Producers will be charged for the third and all subsequent notified absences on days they reserve.

- c) Producers will not be charged for notified absences from January through March.
 - d) Producers will be charged for all un-notified absences.
 - e) **Exception:** Upon request from the Producer, the Director may grant uncharged absences due to crop failure, severe weather conditions, or farm/family emergency.
3. **Absences for Producers with Prepaid Reservations.**
- a) Producers will be charged for all absences on days they reserve between their first and last day of reservation.
 - b) **Exception:** Upon request from the Producer, the Director may grant uncharged absences due to crop failure, severe weather conditions, farm/family emergency, and, for Ocean Fishers, lack of or insufficient Catch.
4. **Absences for Producers with Drop-In Reservations.** Producers will not be charged for any absences.
5. **Market Year Leave of Absences**
- a) Greenmarket may, in its sole discretion, grant a leave of absence for the remainder or entirety of a Market Year (a “Market Year Leave of Absence”) to any Producer who requests in writing such an absence due to an ongoing Hardship. Producers are required to provide Greenmarket with written notice as soon as practicable, which notice shall include (i) reasonable details of such Hardship and (ii) a requested start date and expected end date for such Market Year Leave of Absence. Within 15 business days of receipt of such notice, the Greenmarket may grant a Market Year Leave of Absence to such Producer (an “Absent Producer.”)
 - b) No later than 60 days prior to the end date of such Producer’s then ongoing Market Year Leave of Absence, an Absent Producer may apply to the Greenmarket for an extension to a Market Year Leave of Absence for up to one additional Market Year by providing the Greenmarket written notice as soon as possible. Such notice shall include (i) reasonable details of such ongoing Hardship and (ii) an expected end date for such extension to such Market Year Leave of Absence. Within 15 business days of receipt of such notice, the Greenmarket may grant the extension to the Market Year Leave of Absence in its sole discretion.
 - c) During a Market Year Leave of Absence, Greenmarket may decide in its sole discretion to offer the assigned space now empty due to a Market Year Leave of Absence to another Producer (a “Replacement Producer”) for the duration of the Market Year. The Replacement Producer shall be notified that the space is subject to a Market Year Leave of Absence and may only be occupied by the Replacement Producer during the term of the Market Year Leave of Absence. At the end of such Market Year Leave of Absence, the Replacement Producer will, if possible, be assigned to another space, or be given priority to return in the future to the market should no space be available at such time. Greenmarket does not guarantee a Replacement Producer another space following the end of the term of the Market Year Leave of Absence.
 - d) In the event that a Market Year Leave of Absence is granted, the Absent Producer will not incur additional fees as of the effective date of the leave.
 - e) An Absent Producer shall confirm to Greenmarket in writing whether or not they intend to return to the market no later than 30 days prior to the end date of such Absent Producer’s Market Year Leave of Absence, which notice shall include (if

the Absent Producer intends to return) a confirmation that the Absent Producer is in compliance with all other criteria herein, including still being considered an eligible Producer.

- f) An Absent Producer returning to the market after a Market Year Leave of Absence shall be considered a returning Producer, and the Greenmarket shall afford such Absent Producer the same level of priority in respect of returning to its prior market space that it affords to any other Producer that returns to the market after a prior Market Year.
- g) For the purposes of this section, “Hardship” means any one or more of the following:
 - (1) Any serious and prolonged illness or physical incapacity or disability of such Producer or such Producer’s spouse or child or any other person for whom the Producer is primarily responsible for providing care (a “dependent”);
 - (2) Bereavement due to the death of such Producer’s spouse or child or dependent;
 - (3) Issues with the production of the Producer’s Products outside the direct control of the Producer, including, but not limited to, weather emergencies, fires, water shortages, and bad climate or any other demonstrable economic hardship; or
 - (4) Any other condition, fact, or circumstance outside outside the direct control of the Producer that, in the sole discretion of Greenmarket, causes substantial, prolonged, undue hardship to a Producer.

D. BILLING AND PAYMENT

1. General.

- a) **Statements.** Billing statements will be emailed monthly to Producers showing payments, charges, account balance and payment due date for any open charges.
- b) Producers can pay by check, money order, or approved electronic payment, payable to “GrowNYC” or “Council on the Environment, Inc.” Payments must be received by the due date. Payments will not be accepted at market.
- c) Encashment of any check or acceptance of any payment shall not constitute a guarantee of space at any specific market or any specific location within any specific market.
- d) **Returned Checks.** Producers may be charged a Fine of \$50 for a returned check. (See Part VI.B.1 - “*Fines.*”) Producers must pay returned check fees by the payment due date on the statement where the charge appears. Producers that have repeated problems with checks will result in such Producer being required to pay by money order or certified check.

2. Monthly Payments.

- a) Producers must pay the amount due on the billing statement by the date indicated on the statement.
- b) If full payment is not received by the payment due date on the statement:
 - (1) The Producer will be charged a late fee of \$50 or 1.5% of the balance due, whichever is greater (see Part VI.B.1 - "*Fines*"), and
 - (2) the Director may reduce, suspend, or terminate market assignments, unless otherwise disputed pursuant to Part VII.D.4 - "*Disputing a Statement.*"

3. Prepayments.

- a) Based on the Producer's approved prepaid reservations, Greenmarket shall calculate amounts due and email the statements indicating such amounts and the due dates.
- b) Producers who have a prepaid reservation must send such prepayment to the Greenmarket Office and it must be received by the prepayment due dates.
- c) If the prepayment is not paid in full by the due date, the Producer will not receive the discounted rate applied to prepaid reservations.
- d) If the bank returns a Producer's prepayment check for any reason, the Producer will not be eligible for the discounted rate applied to prepaid reservations.

4. Disputing a Statement.

- a) A Producer who believes there is an error in their statement must send a written notice to Greenmarket including, the date, market, dollar amount and brief explanation of the disputed item before the due date on the statement where the item first appeared.
 - (1) During a dispute, Producers are obligated to pay the parts of the statement that are not in dispute.
 - (2) Producers do not have to pay the disputed amount and will not be charged late payment fees while the dispute is being investigated.
 - (3) Upon the Director's final determination of the dispute and notification in writing, the Producer has two (2) weeks to pay all outstanding charges.

APPENDICES

APPENDIX A: DEFINITIONS

- 1. BAKED GOODS.** A category which includes bread, cakes, muffins, pastries, cookies, biscuits, crackers, pies, donuts, quiche, empanadas, and granola. Baked Goods may be sweet or savory and filled or unfilled, as applicable. Pasta is not considered a Baked Good.
- 2. CATCH.** As defined by the New York State Department of Environment.
- 3. DAIRY PRODUCTS.** Milk and products derived therefrom, and products of which milk or a portion thereof is a significant part, or any other definition used by the New York State Department of Agriculture and Markets.
- 4. ELIGIBLE PRODUCT.** Any product sold at the market that is consistent with these Regulations under Part III.
- 5. FARMER and COMMUNITY ADVISORY COMMITTEE (FCAC).** The FCAC advises Greenmarket Management on policy, Violations, and other issues. Elected Greenmarket Producers and community representatives are voting members of the FCAC. Producers have the right to bring their concerns or grievances before the FCAC for action on those concerns or grievances, without fear of retaliation from Greenmarket Personnel.
- 6. FCAC CHAIR.** The chairperson of the Farmer and Community Advisory Committee,
- 7. FARMERS.** Farmers include growers of produce (including fruit, vegetables, grains, herbs, legumes, mushrooms, and sprouts), plants and flowers (in fields or greenhouses) and Christmas trees; producers of dairy products, eggs, poultry, and meat of domestically raised animals; producers of maple syrup, apiarists and aquaculturists.
- 8. FDA.** The United States Food and Drug Administration.
- 9. FISHER.** A Producer who sells fish at the market.
- 10. FINE.** A type of penalty that may be issued for violation of the Regulations, as set forth in Part VI.B.
- 11. FULL PRODUCTION PARTNERSHIP.** Two individual Farmers both directly involved in production
- 12. GREENMARKET.** A program of GrowNYC/Council on the Environment Inc. Greenmarket staff are employees of GrowNYC/Council on the Environment, Inc. The following terms have been used:
 - GREENMARKET DIRECTOR or DIRECTOR.** The current Greenmarket Director or a designee.
 - GREENMARKET FARM INSPECTIONS MANAGER or INSPECTOR.** The current Farm Inspections Manager and their staff.
 - GREENMARKET MANAGER or MANAGER.** Greenmarket Personnel assigned to manage a given market.
 - GREENMARKET REGIONAL COORDINATOR or REGIONAL COORDINATOR.** Greenmarket Personnel assigned to oversee given market regions.

GREENMARKET MANAGEMENT. The Greenmarket Director and President of the GrowNYC.

GREENMARKET PERSONNEL. The Director and all other Greenmarket staff.

GREENMARKET OFFICE. 100 Gold Street, Suite 3300, New York, NY 10038

GREENMARKET REGULATIONS or REGULATIONS. The GrowNYC/Council on the Environment Inc./Greenmarket Agreement, the Greenmarket Rules & all other materials contained in the application package.

GROWNYC CHAIRPERSON. The current GrowNYC Chairperson.

GROWNYC PRESIDENT. The current GrowNYC President.

13. LAWS. All federal, state, county, and local laws, regulations, binding orders, and administrative guidance documents, including New York City and New York State laws, regulations, binding orders, and administrative guidance documents, including, without limitation, the laws and regulations of the New York City Department of Health and Mental Hygiene, the New York State Department of Agriculture and Markets, the FDA, and the United States Department of Agriculture, and Human Rights and Labor laws.

14. MARKET YEAR. April 1 through March 31. The Market Year is divided into four Quarters: First Quarter - April 1 to June 30, Second Quarter - July 1 to September 30, Third Quarter - October 1 to December 31, Fourth Quarter - January 1 to March 31.

15. MID-ATLANTIC. As defined by the Magnuson-Stevens Act of 1976.

16. OCEAN FISHER. A Producer who catches wild saltwater fish and/or shellfish as described in Part III.F.7.

17. OTHER PRODUCERS. Other Producers includes Ocean Fishers, bakers, and producers of preserves (including jams, jellies, relishes, chutneys, canned and pickled produce).

18. PENALTY NOTICE. Has the meaning prescribed to it in Part VI.C.3.a.

19. POTENTIALLY HAZARDOUS FOOD(S). Any food that consists in whole or in part of milk or milk products, eggs, meat, poultry, fish, shellfish, edible crustacea, cooked potato, cooked rice or other ingredients, including synthetic ingredients, in a form capable of supporting: (1) rapid and progressive growth of infectious, or toxigenic microorganisms; or (2) the slower growth of *C. botulinum*. (Source: NYS Code, Rules and Regulations.)

20. PRODUCER. The Producer, generally the owner, is the person who has control or authority and is responsible for overseeing all the aspects of the farm or other business operation. Producers include Farmers and Other Producers.

21. PRODUCER REPRESENTATIVE. A Producer's employee, contractor, volunteer, or other representative, including family members.

22. PRODUCT LISTING. The product listing submitted as part of the annual application.

23. PURCHASED PRODUCTS. Products sold at market pursuant to Part III.E.

24. REGION. The area described in Part II.B and illustrated by the map in Appendix B.

25. REGIONAL. Within the Region.

26. REGIONAL PRODUCE BAKED GOODS. Baked Goods containing Regional produce as the defining ingredient.

27. SELLING AREA. A Producer's canopy, display, vehicle, and storage areas.

28. SUSTAINABLE PRODUCER. A Farmer practicing environmentally friendly methods of farming that allow the production of crops or livestock without damage to the farm as an ecosystem, including effects on soil, water supplies, biodiversity, or other surrounding natural resources. The concept of sustainable agriculture is an "intergenerational" one in which we pass on a conserved or improved natural resource base instead of one which has been depleted or polluted. Terms often associated with farms or ranches that are self-sustaining include "low-input," organic, "ecological," "biodynamic," and "permaculture." (Source: EPA.)

29. VALUE ADDED FOOD PRODUCTS. Food which has been changed in physical state or form (e.g., wheat milled into flour, fruit into jam, ground meat into sausage, or flour and eggs into baked goods).

30. VIOLATION. A type of penalty that may be issued for certain infractions of the Regulations, as set forth in Part VI.C.

31. WORKER COOPERATIVE. A partnership, limited liability company or corporation in good standing in its jurisdiction of incorporation or formation that is owned, operated, and controlled by its members who are directly involved in production.

APPENDIX B:
Map of the Region



APPENDIX C:
Some Numbers and Addresses of NYC and NYS Agencies

New York State Department of Agriculture & Markets

(e.g., Marketing, Food safety, Plant Industry, Licensing, Animal Industry, Farmers Market Nutrition Program coupon acceptance, WIC Fruit & Vegetable check acceptance)

Phone: (800) 554-4501
Website: www.agmkt.state.ny.us
Mail: NYS Dept. of Agriculture & Markets 10B Airline Drive,
Albany, NY 12235

New York City Department of Consumer Affairs, Weight, and Measures

(e.g., scales)

Phone: 718-349-0465
Website: www.nyc.gov/consumer
Mail: NYC Dept. of Consumer Affairs, Weights & Measures
42 Broadway, New York, NY 10004-1617

New York City Department of Finance

(e.g., General Corporation)

Phone: 212 639-9675 *or* 718-935-9500.
Website: www.nyc.gov/finance
Mail: NYC Dept. of Finance Correspondence Unit
66 John Street, New York, NY 10038

New York State Department of Taxation and Finance

(e.g., Sales Tax, Alcoholic Beverage Tax)

Phone: In state – 800-698-2909, Out of state - 518-485-2889
Website: www.tax.state.ny.us/sbc
Mail: NYS Tax Department, Taxpayer Assistance Center,
W.A. Harriman Campus, Albany, NY 12227

APPENDIX D:
List of Certifications and Approved Certifying Agencies

Criteria for accepting certifications from certifying agencies:

- **Accountability:** Is there a governing body that is accountable?
- **Standards:** Are the standards clear? Are the standards accessible to consumers?
- **Verification:** Is there a reliable verification process? Audits? Inspections?

Approved Certifying Agencies:

Animal Welfare Approved: animalwelfareapproved.org

American Grassfed: www.americangrassfed.org

American Humane Certified: www.americanhumane.org/

Certified Naturally Grown: www.cngfarming.org/

Demeter (Biodynamic): www.demeter-usa.org/

Eco Apple: www.ipminstitute.org/ecoapple.htm

Fair Trade USA: www.fairtradecertified.org/

Food Justice Certified: www.agriculturaljusticeproject.org/en/certification/

Friend of the Sea: www.friendofthesea.org

Food Alliance: foodalliance.org

Kosher (NYSDAM Kosher Law Enforcement): <https://agriculture.ny.gov/food-safety/kosher-law-enforcement>

Marine Stewardship Council: www.msc.org

Beyond Celiac: www.celiaccentral.org/gluten-free-certification

NOAA Fisheries: www.fisheries.noaa.gov

Non-GMO Project Verified: www.nongmoproject.org/product-verification/

National Sanitation Foundation (NSF):

www.nsf.org/consumer-resources/what-is-nsf-certification/gluten-free-certification

Protected Harvest: www.protectedharvest.org

Sustainably Grown Certified (SCS): www.scsglobalservices.com/sustainably-grown-certification

Sustainable Seafood Certification: www.scsglobalservices.com/services/sustainable-fisheries-and-seafood

USDA Certified Organic: www.ams.usda.gov/about-ams/programs-offices/national-organic-program

USDA Good Agricultural Practices (GAP): www.ams.usda.gov/services/auditing/gap-ghp

USDA Process Verified: www.ams.usda.gov/AMSV1.0/processverified

USDA PV Never Ever 3 (no antibiotics, growth promotants, or animal by-products)

<https://www.ams.usda.gov/content/ne3-marketing-program>

APPENDIX E: **Preparing for a Greenmarket Inspection**

Greenmarket Inspections. The purpose of the inspection is to verify Producer compliance with Greenmarket Regulations. We strongly recommend that all Producers take the following actions to prepare for a Greenmarket Inspection:

1. Review the sections of the **Greenmarket Regulations** that are relevant to their operation.
2. Review **Greenmarket Rules Part V “Verification.”**
3. If a Producer has questions in advance of the inspection, notify the Farm Inspections Manager or the Greenmarket Director.
4. Make prior arrangements for someone else to cover their tasks, if necessary.
5. Make sure to allocate enough time to review all aspects of their operation with the Inspector.
 - a. Be prepared to provide easy access to fields, buildings and storage and processing facilities both on and off farm.
 - b. If using multiple locations, that will require extra travel time, notify the Inspector so they can plan accordingly.
 - c. If an operation has multiple aspects of production, the inspection may be conducted over multiple visits (i.e., vegetable and fruit crops during the growing season, bakery, processing, and storage during the winter months).
6. Have all their records ready and accessible.

In order to track products from the field of origin to the final use or sale an audit may be performed. Greenmarket Rules Parts V.B.2 & 3 state:

“Producers must keep detailed records and documentation that fully disclose activities and transactions of their operations, in sufficient detail as to be readily understood” and “records and documentation must be made available to Greenmarket Personnel at the time of inspection or upon written request.”

Be prepared to explain their recordkeeping system to the Inspector.

The following checklists are helpful guides on how best to gather records for an inspection.

General Documentation Checklist

It is recommended that all operations keep the following records and have them available upon inspection.

- Labels and labeling, printed packaging, bags, boxes, ties, bands, and stickers. Lot numbering of retail and bulk products, if applicable.
- Payroll and employee records.
- Vehicle records, including registration, insurance, inspections, and licenses.

- Licenses and certificates appropriate for the operation and its marketing claims.
- Quantities of product taken to market.
- Sales records of all products sold at the market.
- Storage records of any off-farm facilities.

Crop Production Documentation Checklist

- Current and accurate maps of all production areas used to grow crops sold at Greenmarket, noting land history, tenure, and owner's name and contact information if rented.
- List of crops being grown, including varieties, and estimated yields.
- Receipts of inputs, including seed, fertilizers, pesticides, transplant media, and fuel.
- Harvest records, pick sheets, or load sheets of product taken to market.
- Storage records, including bin labeling.

Livestock & Poultry Production Documentation Checklist

- Animal list that includes species, breed, herd or flock size, ages, and birth dates of animals born on the farm.
- Receipts for purchased animals.
- Feed records, including harvest, purchase and storage records for all feedstuffs.
- Feed rations for each type of animal during each stage of growth and development.
- Veterinary, pharmaceutical, and other livestock production bills.
- Daily production records for eggs or milk.
- Live weights, dates, and location of processing facilities for slaughter stock.

Processor Documentation Checklist

- Production records for all ingredients produced on the farm.
- Purchase records for all ingredients purchased.
- Batch instructions or recipes for the products.
- Dates of processing, quantities of ingredients used, and yield of processed products.
- Storage locations and inventories for both ingredients and processed products.

APPENDIX F: Weights and Tie Down Requirements

Market safety is the top priority of Greenmarket, and good practices must be habitual. Regardless of weather conditions, weight and tie-down requirements must be strictly followed and adhered to.

Weights must be unloaded and appropriately positioned prior to erecting any tent structure. Tents must be immediately secured upon set up and must stay secured until the moment the tent is brought down. Fines will be issued immediately, and tents removed, if weights are not out or tents are up and not secured.

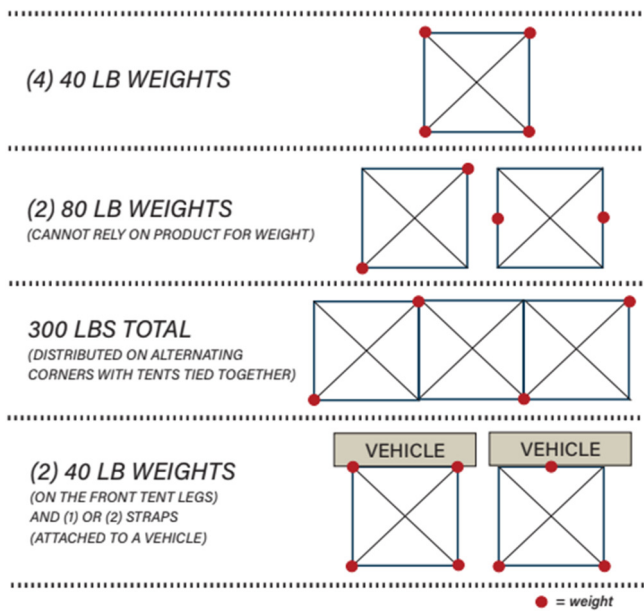
Weights should be evenly distributed. Weights should be secured to the canopy frame at the upper corners or from the center cross bar. Weights sitting on tent feet are not sufficient. Tent feet wear out and break, as do pushpins on telescoping tent legs. Sandbags wrapping tent legs are not sufficient – the bags must be secured to the upper frame of the tent. No stretched bungees should be used to attach weights (elastic wears out and snapping bungees are extremely dangerous). Ratchet straps, camel buckle straps, strong ropes/cords or chains are good options. All equipment used to attach weights must be in good condition (no fraying). No weights should be suspended and swinging.

Weights must be attached securely and should not pose a threat of tripping. Producers must use a minimum of 40 lbs. per tent leg, or 160 lbs. for a 10 foot canopy tent, or 25 lbs. per tent leg for a 5'x5' canopy tent. .

Chart of minimum weights for tent set ups:

One 10 ft. tent (100 sq ft.)	160 lbs.
Two 10 ft. tents (200 sq ft.)	240 lbs.
Three 10 ft. tents (300 sq ft.)	300 lbs.
Four 10 ft. tents (400 sq ft.)	360 lbs.
Five 10 ft. tents (500 sq ft.)	420 lbs.
Six 10 ft. tents (600 sq ft.)	480 lbs.
Seven 10 ft. tents (700 sq ft.)	540 lbs.
Eight 10 ft. tents (800 sq ft.)	600 lbs.
Nine 10 ft. tents (900 sq ft.)	660 lbs.
Ten 10 ft. tents (1000 sq ft.)	720 lbs.

SAMPLE Bird's Eye View of Tent Set Ups



If a vehicle is used to secure one side of the tent, this can only account for half of the necessary weight, meaning for a 10 ft. tent, an additional 80 lbs. is needed on the front of the tent. Producers must use designated weights, and may not rely on other items, including but not limited to product, tables, or coolers as weights.

In high-wind conditions (where sustained winds reach 20 mph or where gusts reach 30 mph), weights may no longer be effective, and Producers or Producer Representatives use tents at their own risk. In such high-wind conditions, managers may determine that tents need to come down. Producers or Producer Representatives working alone should ask for assistance to set up or take down a tent.