

GREENMARKET RULES

April 1, 2022-March 31, 2023

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, consult the Greenmarket Director at (212 788 7476) before you sign the Agreement. Be advised, however, that the Regulations (not discussion with Greenmarket Personnel) govern.

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.

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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 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 Greenmarket communities in implementing the Greenmarket mission.

PART II: ADMISSION CRITERIA

A. PRODUCER-ONLY: Regional Producers

Regional Producers¹ 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. 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. (Mid-Atlantic as defined by the Magnuson-Stevens Act of 1976.)

C. FULL APPLICATION

Consideration for admission to Greenmarket is contingent upon submission of a complete application.

D. ELIGIBLE PRODUCERS

1. Producers may only apply as:
 - a) Individuals, families, partnerships, and family corporations;
 - b) 'Full production partnerships' of two individual Farmers; and
 - c) Not-for-profit organizations that are actively engaged in agriculture and/or food production.
2. Producers must submit documents substantiating corporations, partnerships, not-for-profit organizations, and 'full production partnerships' status for review by the Director. Review by the FCAC may be requested.

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.

¹ Capitalized terms are defined in Appendix A.

F. LAND and PLACES of PRODUCTION

1. Land.

- a) All land used for production must be within the Region.
- b) Producers must own or lease land they use for production.
- c) Producers that choose to lease land are encouraged to secure written long-term lease agreements, written with 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
 - (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 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) 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 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 choose to lease facilities are encouraged to secure written long term lease agreements, written with 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 Director.

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, 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 some NYS and NYC agencies.)

H. ADMISSION on PROBATION

1. A probationary period of admission shall apply to
 - a) Producers that have not attended Greenmarkets within the previous calendar year,
 - b) Producers that have changed primary farm location/primary production facility, and/or
 - c) Producers that have 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.
3. If a Producer is found in Violation of the Regulations while on probation, violations 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 Greenmarket Personnel and the Director shall enforce the Regulations as set forth in Part VI.
2. **Grievance Procedures.** Should a Producer wish to lodge a formal complaint with regard to another Producer, Greenmarket Personnel, or a staff decision, it should be filed in writing with the FCAC Chair and Greenmarket Director. If the complaint is about either the FCAC Chair or the Greenmarket Director, it should be filed in writing with the GrowNYC President with a copy to the Assistant Director. If the complaint is about either of the GrowNYC President or Assistant Director it should be filed in writing with the Chairperson of GrowNYC.

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. Thereafter, the complaint will be responded to either in a written response to the Producer or through a face to face meeting – the method to be selected by the person with whom the complaint was filed.

GrowNYC's Office Manager shall keep a file of all grievances that are filed and the response.

J. CODE of CONDUCT

1. **Statement of Purpose.** GrowNYC is committed to providing safe and welcoming Greenmarkets. 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.
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.
 - 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 Greenmarket Rules Part II "Admission Criteria" and Part III "Eligible Products." Products and practices not specifically listed in the Regulations must be approved by the Director in advance. Producers must submit description in writing to the Director for approval. For products and practices which substantially depart from those currently permitted, 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 their Product Listing submitted as part of their yearly application package. Greenmarket Personnel may remove products not so listed. 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 the assigned space. All promotional or educational activities not specifically mentioned in the Regulations to be conducted within 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:
 - (1) Artificial Transfats.
 - (2) Artificial Colors, as defined below by the FDA. 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, as defined below by the FDA. 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 his or her 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 "blue bags;" for wholesale orders.
 - (b) Exception: Producers may use or offer plastic produce bags, commonly on a roll.
 - (2) Producers may use or offer paper bags, BPI certified compostable bags, reusable fabric bags. Producers may charge a fee for paper or BPI certified compostable bags.
 - 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 his or her 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.

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 the Market Year (March 31). Requests must be submitted annually.

E. **REQUEST to PURCHASE REGIONAL FARM PRODUCTS**

1. **General.** If Greenmarket Personnel determine 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.)

2. **Quantity of Purchased Products.** Approved purchased products will be limited to
 - a) up to three items from May 15th through December 31st;
 - b) up to five 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.** Approved purchased products must be grown by and procured from a Farmer in the Region.
4. **Signs Required.** Purchased items must be identified at point of sale with 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 the Market Year (March 31). Requests must be submitted annually.

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.
- 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 deteriorated produce.

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, excepting 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) At minimum 75% for the second and third quarters of the Market Year (July through December), and
- (ii) At minimum 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 milk 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 points to be eligible to sell Baked Goods at Greenmarket. Producers may earn points as follows:

Farming	The Producer sells his/her 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 minimum required. Points awarded by percent of all flour used for Greenmarket products that is sourced from the Region. 30%=1 pt; 35%=2 pts; 40%= 3 pts, >50%=4 pts
Own Farm's Products	The Producer uses his/her farm's agricultural products in at least 50% of Baked Goods product line. 1 point
Using all Regional Ingred.	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. (For example: regional fats, cheese.) 1 pt each ingredient
Fairly-Traded Ingredients	The Producer uses non-Regionally grown produce ingredients (eg: chocolate & cocoa, citrus, nuts & seeds) that are 100% fairly-traded. 1 pt each ingred
Milling	The Producer mills at least 50% of his/her flour. 1 point
Processing Ingredients	The Producer does the work of processing and storing the ingredients. 50%=1 point; 100%=2 points

- e) **Display.**
- (1) Upon request of customers or Greenmarket Personnel, Producers must make available lists of ingredients and source farms of ingredients.
- (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, etc.)

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 concentrates. 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:**
- (1) **Produce Sources.** Producers may purchase up to 40% of the Produce 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 lists of ingredients and source farms of ingredients.
- (2) **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 also 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 they grow.
- (3) **Milk.** As per Dairy Products. (See Part III.F.4.a, below.)
- b) **Alcoholic Beverages, including wine, hard cider, beer, spirits and meade.**
- (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 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 lists of ingredients and source farms of ingredients.

4. **DAIRY PRODUCTS** (As defined by the NYS Dept. of Agriculture and Markets)

- a) **Milk.** Producers may only sell milk from herds 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, bottling) provided the milk received back is exclusively 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 lists of ingredients and source farms of ingredients.

- (1) **Single-Milk Dairy Products.** At least 60% of the milk or cream must come from the Producer's herd. Producers may purchase up to 40% of the milk or cream from a Regional Farmer.
 - (2) **Mixed-Milk Dairy Products.** At least 80% of the milk or cream must come from Producer's herd. Producers may purchase up to 20% of the milk or cream for mixed-milk products from a Regional Farmer only from a species of animal the Producer does not own.
 - c) **Flavored Milk and Dairy Products.** Use of Regionally grown flavoring ingredients is encouraged. Upon request of customers or Greenmarket Personnel, Producers must make available lists of ingredients and source farms of ingredients.
5. **EGGS and EGG PRODUCTS**
Producers may only sell eggs from their poultry or fowl. Producers may sell egg noodles they make from their eggs.
6. **FISH and SHELLFISH—CULTIVATED**
Producers may only sell fish they raise. Producers must not buy trout fingerlings more than two inches long. Producers may send their fish to a facility to be cut or smoked provided they receive only their own fish back.
7. **FISH and SHELLFISH—WILD**
Producers must catch wild saltwater fish and shellfish (hereafter 'seafood') from their own boat, nets, pots, and traps 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) 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 his/her own catch (as defined by New York State Department of Environmental Conservation); 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 they receive their own seafood back, and this facility will permit, in writing, inspections as required under Part V.
 - (2) Producers must provide receipts for cut seafood at market for review by Greenmarket Personnel.
 - c) **Smoked Seafood and Other Seafood Products.** Producers may smoke seafood and make other seafood products from their own catch.
 - d) **Permission to Purchase Seafood.** Producers may request permission from the Director to purchase up to three 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 commercial fishing boats landing at the Producer's dock; from a handling facility at the Producer's dock if direct purchase is not permitted; or

from docks where commercial fishing is the main activity 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 point of sale with the name of the boat or dock where obtained.

8. GRAIN and GRAIN PRODUCTS

Producers may only sell grain they grow, and grain products, e.g. 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 used.

9. HONEY and BEE PRODUCTS

Producers may only sell honey and bee products, e.g. propolis, pollen, royal jelly, and honeycomb, they collect and bottle from their hives in the Region. Bee pollen and added ingredients in honey spread products must come 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 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. Added ingredients in maple products must come 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 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 meat is from the Producer's animals.
 - (2) Meat may be processed (e.g. smoked, made into sausage, dried, ground, frozen) off-farm provided only meat from the Producer's animals is used. Other ingredients, such as spices, may be added.

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) The Producer 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 his/her Producer Representatives.
 - (2) Preparing foods (e.g. cooking, heating or reheating, assembling or serving) at market is prohibited, with the exception of beverages sold by the cup. (See Part III.F.3.a.)
- b) **Ingredients.**
- (1) The Producer must grow, raise or catch the 'defining ingredient(s)' in the processed food item. (Some examples of 'defining ingredient' in a product: clams in clam chowder, tomato in tomato sauce, basil in pesto, beef in beef stew, vegetables in vegetable soup.)
 - (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 customers or Greenmarket Personnel, Producers must make available lists of ingredients and source farms of ingredients.
 - (2) Processed food items must be pre-packaged.
 - (3) Items 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 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

Producers selling taxable products, including plant materials, must register with New York State for Sales Tax Registration and display the registration number at market.

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 if Producers receive their own animals' product back. Producers must provide receipts and other documentation to Greenmarket Personnel on request. Producers may only sell crafted wool products they make from their wool or fleece.

- c) **Candles.** Producers may only sell candles they make from their hives' beeswax.

2. PLANT MATERIALS

a) **Field- and Greenhouse-Grown Plants and Flowers**

- (1) Producers must start bedding and 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) Producers must be registered, licensed, or listed with Cooperative Extension in the appropriate counties.
- (3) Producers must own their greenhouses, unless other arrangements are approved by the Director.
- (4) Plants must be well established with good root systems and free of disease. Repotted plants must be well rooted to the next size container.
- (5) Producers may only sell large foliage plants from air-layered cuttings rooted in their greenhouse in limited quantities and varieties.

- b) **Cut Christmas Trees.** Producers may only sell cut Christmas trees they start from seed, seedlings or transplants, and manage for a minimum of five 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 from property they own, or from rented property within 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 must be collected from plants they cultivate on their own property, or rented property within 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) 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 wood products from 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 in the basket. Other products must come from Greenmarket Farmers. Products within the basket must comply with above Parts III.F "Edible" and III.G "Non-Edible."

PART IV: AT MARKET

A. MANAGEMENT of MARKETS

1. **Enforcing the Regulations.** Greenmarket Personnel are responsible for enforcing the Regulations.
2. **Market Data Collection.** Market Managers are responsible for market data collection such as inventories, price comparisons and recording 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.
5. **Removal of Items.** Greenmarket Personnel may remove items that constitute infractions of the 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 Producer Representatives and for any penalties (for the avoidance of doubt, including any Fines and Violations) 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 Greenmarket 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 or contractor 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.)
 - 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 or drinking alcohol in the Selling Area is prohibited.
 5. **Hawking.** Drawing attention to a Producer's Selling Area and products by loud repetitive calling is discouraged. Greenmarket Personnel may limit or prohibit hawking.

C. EQUIPMENT

1. **Safe Structures.** Market safety is our number one priority. 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 100 lbs of weights for a 10'x10' canopy. Once a canopy is no longer secure it must be broken down immediately. (For additional requirements see Appendix F: Weights and Tie down Requirements.) Greenmarket Personnel may instruct Producers to remove canopies in extreme weather conditions when no amount of weight will be sufficient to secure a canopy.
 - 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 repair. Any equipment Greenmarket Personnel deem unsafe for use must be removed immediately by the Producer. All equipment must be safely positioned and secured to prevent injury.
2. **Scales.** Scales must be registered as legal for trade in New York City and sealed by the New York City Department of Consumer Affairs.
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 consistent 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.
3. Permits must be returned to Greenmarket Personnel upon the end of the Producer's reservation or attendance for the market year, upon expiration of the permit, upon suspension or termination. Permits must be returned to Greenmarket Personnel at any other time upon request.

E. SANITATION

1. **Clean Stand.** Operations must be sanitary. Producer's assigned space (assigned space includes the Producer's canopy, display, storage areas and vehicles) should be kept free from debris. At the end of a market day, Producers must clean their assigned space and take home all refuse.
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 provide an acceptable trash receptacle at 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 IV.D.1.b.)

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 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, the requirement may be waived by the Greenmarket Director. Failure to report an incident may result in Violations.

G. VEHICLES

1. **Parking Vehicles**
 - a) Parking for a Producer's vehicle is conditioned upon the availability of space.
 - b) If parking is available and assigned by the 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 his/her 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 any vehicle is 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 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. Sufficiency of evidence 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. Producers who claim certifications under these programs must provide Greenmarket with current and valid certificates issued by those programs and must display copies of those certificates at market.
 - c) **Segregation of Certified and Uncertified Products.** Producers who take advantage of certification programs for some, but not all, of their products must segregate the products and provide signs that clearly differentiate them to the consumer. Failure to do so may result in a \$200 fine. Banners or tents that claim certification are not allowed unless all products beneath the banner or within the tent are certified.
2. **Signs and Labels Required by Law.** Producers must display all signs required and label all products in accordance with applicable Laws, before selling commences.
3. **Signs and Information Required at Market**
 - a) Greenmarket requires that Producers post the following signs before selling commences:
 - (1) Farm or Business sign identifying the farm or business name and location of farm or place of production;
 - (2) Price signs for all products;
 - (3) If approved to sell purchased items, signs identifying source for each item (See Parts III.E.4. & III.F.7.d.5.)
 - (4) New York State Sales Tax Registration if selling taxable items. (See Part II.G.3.)
 - (5) Current and valid documentation of certification if selling products with approved third-party certification. (See Part IV.H.1.b.)
 - (6) A Permit provided by Greenmarket Personnel. (See Part IV.D.)
 - 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

Baked Goods, beverages, dairy products, and other Processed Foods. (See Parts III.F.2.e.1, III.F.3.a.1.b, III.F.3.b.2, III.F.4.b & c, & III.F.13.c.1.)

PART V: VERIFICATION

A. GENERAL. To assure compliance with the 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 records and documentation that fully disclose activities and transactions of the operation, in sufficient detail as to be readily understood. Records must demonstrate that the Producer or their Producer Representatives perform 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 10 business days of the original written request. If the Producer is unable to provide documentation, violations shall 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 or thoroughness or at a Producer's request pursuant to Part VI.C.4.b, the Producer shall pay \$350 for that audit.
4. Greenmarket Personnel may 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 his/her Producer Representative is present, unless the Producer waives this requirement by indicating this on the inspection report. Representatives 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 an inspection. This includes all crops or products currently in production, product 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. If a follow-up inspection is required due to the Producer's lack of preparation or thoroughness, the Producer shall pay \$350 for that inspection.
3. **Following an Inspection.** Following an inspection, only products documented in an 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.

D. SPOT VISITS

1. **General.** Greenmarket Personnel may conduct spot visits to check on particular items or observe 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 days of the Producer's attendance at market;
 - d) The inspector shall 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 his or her notes with the producer. The Producer must sign off on the spot inspection form.
 - e) Spot visits must be conducted when the Producer or his/her Producer Representatives is present, unless the Producer waives this requirement by indicating this on the inspection report. Representatives 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.

E. ISSUES of CONCERN

General. Greenmarket Personnel conducting an inspection or spot visit will review his/her 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, his/her representative or employee 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.

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 ahead of its 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. On 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 business days of receipt of the complaint.
 - b) If Greenmarket Personnel cannot conduct the inspection within five 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 the Regulations
 - (1) a Violation will be issued (see Part VI.C.) 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 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
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.3	Late to market	\$50
IV.B.6	Smoking in the Selling Area	\$50
IV.B.7	Hawking	\$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.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.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.
3. Fines are cumulative and shall remain on the Producer's record for the remainder of the Market Year. More than three Fines issued for infractions of the same Regulation may result in reduction, suspension, or termination of market assignments by the Director; 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 FCAC review of such penalty shall be as provided in Parts VI.C.2.a and VI.C.3.

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:

Reference	Infraction
II.F.1.a	Item at market grown outside the Region
II.F.2.a	Item at market made or processed outside the Region
II.G.	Non-compliance with law
III.A.1	Item at market made with ingredients grown outside the Region not expressly permitted in Part III "Eligible Products"
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 Violations, 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 business days (a "Penalty Notice"). Members of the FCAC shall receive a copy of the Penalty Notice by regular mail.
- b) **Written Notice.** The Penalty Notice shall include a description of the infraction, penalty, the text of the Regulation being enforced, and will reference "Procedure Following a Penalty Notice, Request for FCAC Review of a Penalty Notice". (See Part VI.C.3, 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 the Regulations.
- 4. Procedure Following a Penalty Notice; Request for FCAC Review of a Penalty**
- a) **Acceptance or Request for Review.** Within fifteen business days of receiving a Penalty Notice and before any penalty is imposed (except with respect to penalties as per Part VI.D.1, which may be imposed immediately) the Producer must:
 - (1) Accept the Violation or other penalties without contest, or
 - (2) Request in writing to the FCAC Chair a FCAC review of the Violation or other penalty.

Producers that do not request a review will be considered to have accepted the Violations and any other penalties; 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 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 a FCAC Review**
 - (a) Within ten 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 a meeting to review the Violation(s) and prepare a recommendation for the Director.
 - (b) In special circumstances a 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 business days.
 - (3) **Final Determination**
 - (a) The Director will review the recommendation of the FCAC and make a final determination within five business days.
 - (b) The Director will notify the Producer of Greenmarket's final determination in person or by phone; written notice will follow by certified mail within five business days.
 - (c) The 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 or IV.B.3, or violation of applicable Law, may result in immediate suspension or termination, if, in Greenmarket Personnel's discretion, such behavior or violation 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.)

PART VII: RESERVATIONS, CHARGES and PAYMENTS

A. RESERVATIONS and RESERVATION TYPES. Producers may request one of three types of reservations at markets. The different reservation types allow for different kinds of attendance; each has conditions and requirements. The reservation types are as follows:

1. Daily

- a) With a daily reservation, the Producer will be expected at market each day of his/her reservation, and the Producer will pay for charges in accordance with the billing statement. (See Parts VII.B, C & D, below, 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 his/her reservation, and the Producer pays for market fees in advance 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 Part VII.A.2.b, immediately below, and see Parts VII.B, C & D, for more information on attendance, charges, absences and payments.)

b) Prepayment Eligibility and Conditions:

(1) General.

- (a) Length of a Prepaid reservation at a market must be a minimum of a Quarter 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, below.)

(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, exception see Part VII.C.3.c.
- (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 his/her reservation. A Drop-In reservation is for when Producers 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 Parts VII.B, C, & D 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 phone the Manager in advance to ensure that space is available.

B. ATTENDANCE and CALCULATION OF SPACE

1. General. The Producer or his/her 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 12 feet or 10 feet in length, depending on market location. Measurement of one space for each market is listed in the Application. 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 charge is $\frac{1}{2}$ space; additional space is calculated in $\frac{1}{4}$ 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, more than three un-notified absences may result in loss of market assignment for the Market Year.
 - c) Extended Absences. The Director must approve in writing extended absences by any Producer.
 - 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 one notified absence on days they reserve.
 - b) Producers will be charged for the second 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: on 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: on 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.

D. BILLING and PAYMENT

1. General.

- a) **Statements.** Statements will be emailed monthly to Producers showing payments, charges, account balance and payment due date for any open charges.
- b) Producers must pay by check or money order, payable to GrowNYC or Council on the Environment, Inc. Payments must be mailed to the Greenmarket Office and 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 will be charged a fine of \$50 for a returned check. (See Part VI.B.1.) Producers must pay returned check fees by the payment due date on the statement where the charge appears. Repeated problems with checks will result in mandatory payment 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 balance due, whichever is greater (see Part VI.B.1), and
 - (2) the Director may reduce, suspend, or terminate market assignments.
 - (3) **Exception.** See Part VII.D.4, Disputing a Statement, below.

3. Prepayments

- a) Based on the Producer's approved prepaid reservations, Greenmarket shall calculate amounts due and email statements indicating amounts and the due dates.
- b) Prepayments must be received by mail to the Greenmarket office 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.
- d) If the bank returns a Producer's prepayment check for any reason, the Producer will not be eligible for the discounted rate.

4. Disputing a Statement.

- a) Producers who think their statement is incorrect must send in writing 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) 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 Director's final determination and notification in writing, the Producer has two 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. **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.
3. **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.
4. **FINE.** A type of penalty that may be issued for violation of the Regulations, as set forth in Part VI.B.
5. **FULL PRODUCTION PARTNERSHIP.** Two individual Farmers both directly involved in production.
6. **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 Greenmarket Director or a designee.
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 the Executive Director of the GrowNYC.
GREENMARKET PERSONNEL. The Director and all other Greenmarket staff.
GREENMARKET REGULATIONS or REGULATIONS. The GrowNYC/Council on the Environment Inc./Greenmarket Agreement (the ‘Agreement’), the Greenmarket Rules & all other materials contained in the Application Package are collectively defined as the Greenmarket Regulations (the “Regulations”).
7. **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.
8. **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.
9. **OCEAN FISHER.** A Producer who catches wild saltwater fish and/or shellfish as described in Part III.F.7.
10. **OTHER PRODUCERS.** Other Producers includes Ocean Fishers, bakers, and producers of preserves (including jams, jellies, relishes, chutneys, canned and pickled produce).
11. **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.
12. **PRODUCER REPRESENTATIVE.** A Producer’s employee, contractor, volunteer, or other representative, including family members.

- 13. REGION.** The area described in Part II.B and illustrated by the map in APPENDIX B.
- 14. REGIONAL.** Within the Region.
- 15. REGIONAL PRODUCE BAKED GOODS.** Baked Goods containing Regional produce as the defining ingredient.
- 16. SELLING AREA.** A Producer's canopy, display and storage areas.
- 17. 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)
- 18. VALUE ADDED FOOD PRODUCTS.** Food which has been changed in physical state or form, eg. wheat milled into flour, fruit into jam, ground meat into sausage, or flour and eggs into baked goods.
- 19. VIOLATION.** A type of penalty that may be issued for certain violations of the Regulations, as set forth in Part VI.C.

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.humaneheartland.org/our-farm-programs/american-humane-certified

Certified Naturally Grown <https://www.naturallygrown.org>

Demeter (Biodynamic) www.demeterbta.com/certification.html

Eco Apple www.ipminstitute.org/ecoapple.htm

Fair Trade USA fairtradeusa.org/certification

Food Justice Certified agriculturaljusticeproject.org/?page_id=13

Friend of the Sea www.friendofthesea.org

Food Alliance foodalliance.org

Kosher (NYSDAM Kosher Law Enforcement) www.agriculture.ny.gov/KO/KOHome.html

Marine Stewardship Council www.msc.org

NFCA www.celiaccentral.org/gluten-free-certification

NOAA Fisheries www.nmfs.noaa.gov/op/Sustainability/Sustainable_Seafood_Certification.html

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

NSF (National Sanitation Foundation)

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/sustainable-seafood-certification

USDA Certified Organic www.ams.usda.gov/AMSV1.0/nop

USDA Good Agricultural Practices (GAP)

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

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

www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELPRDC5066028

APPENDIX E:

Preparing for a Greenmarket Inspection

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

1. Review the sections of the **Greenmarket Rules** 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. IE. 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 **Part V.B.2 & 3** state, “*Producer’s must keep records and documentation that fully disclose all activities and transactions of the operation 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 our number one priority, and good practices must be habitual. Weather conditions will not be taken into consideration regarding these requirements.

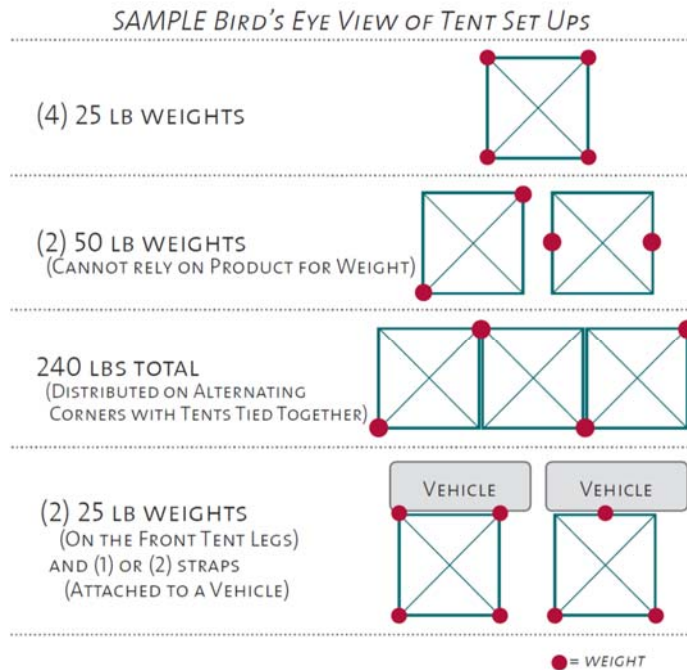
Weights must be unloaded and appropriately positioned prior to erecting any tent structure. Tents must be immediately secured upon set up and must stay secured until the moment the tent is brought down. Fines will be issued immediately, and tents removed, if weights are not out or tents are up and not 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. Sand bags wrapping tent legs are not sufficient – the bags must be secured to the upper canopy 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 100lbs for a 10ft tent.

Chart of minimum weights for tent set ups:

One 10 ft tent (100 sq ft)	100 lbs
Two 10 ft tents (200 sq ft)	180 lbs
Three 10 ft tents (300 sq ft)	240 lbs
Four 10 ft tents (400 sq ft)	300 lbs
Five 10 ft tents (500 sq ft)	360 lbs
Six 10 ft tents (600 sq ft)	420 lbs
Seven 10 ft tents (700 sq ft)	480 lbs
Eight 10 ft tents (800 sq ft)	540 lbs
Nine 10 ft tents (900 sq ft)	600 lbs
Ten 10 ft tents (1000 sq ft)	660 lbs



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 10ft tent, you need an additional 50 lbs on the front of the tent. You may not rely on product for weight.

In extreme circumstances, no amount of weight will be sufficient, and tents will need to come down. Managers will make this determination.

In windy conditions producers or stand workers working alone should ask for assistance to set up or take down a tent.