

# **GREENMARKET RULES**

**April 1, 2017-March 31, 2018**

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 Farmers and Other Regional Producers**

Regional Farmers and Other Regional Producers (both hereafter, 'Producers') 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.
3. Cooperatives are not eligible.

### 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 a family member, employee or volunteer 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 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 local to the Producer's farm;
  - (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.

## **G. COMPLIANCE WITH LAW**

- 1. **General.** Producers are responsible for complying with all applicable federal, state, county, New York City, New York State, and other laws and regulations 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.
- 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.** 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.

## 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 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 List. Greenmarket Personnel may remove products not so listed. Producers must submit a written request to amend their Product List 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. **No Transfats.** Producers may not sell products that contain artificial transfats.
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) 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).
  - c) Exceptions:
    - (1) This restriction does not apply to "sale packaging," such as plastic produce and shopping bags.
    - (2) 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;
  - 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 (including granola)

**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. Over the next few years Greenmarket's goal is to maximize the extent to which our Baked Goods reflect our mission.

- Use Regional ingredients whenever possible.
  - Source directly from local 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 strong commitment to Regional agriculture and support the Greenmarket Mission will be considered for participation at Greenmarket. Bakers with fixed retail outlet(s) in New York City are not eligible. (Fixed retail outlet(s) are stationary commercial location(s) open to the public, and does not include temporary retail locations such as carts, fairs and farmers markets, or wholesale sales to stores and restaurants.)
  - 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 15% Regionally grown and milled grain and flour. (15% 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).
- 'Regional produce baked goods' are 'baked goods containing Regional produce as the defining ingredient.'
- (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:

<b>Farming</b>	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. <b>2 points</b>
<b>Grain/Flour</b>	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. <b>25%=1 pt; 35%=2 pts; 50%= 3 pts, &gt;50%=4 pts</b>
<b>Own Farm's Products</b>	The Producer uses his/her farm's agricultural products in at least 50% of baked goods product line. <b>1 point</b>
<b>Using all Regional Ingrid.</b>	The Producer uses no ingredients from out of Region (e.g. lemons, coconut, chocolate, etc.) <b>1 point</b>
<b>Other Regional Ingredients</b>	The Producer uses Regionally grown and produced ingredients in addition to what is required. (For example: regional fats, cheese.) <b>1 point for each ingredient</b>
<b>Fairly-Traded Ingredients</b>	The Producer uses non-Regionally grown produce ingredients (eg: chocolate & cocoa, citrus, nuts & seeds) that are 100% fairly-traded. <b>1 point for each ingredient</b>
<b>Milling</b>	The Producer mills at least 50% of his/her flour. <b>1 point</b>
<b>Processing Ingredients</b>	The Producer does the work of processing and storing the ingredients. <b>50%=1 point; 100%=2 points</b>

- 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 federal, state, county, New York City, New York State, and other laws.

### 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. Exceptions:
    - (b) **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.
    - (c) **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 Sent 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. 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 local 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 local 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) 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 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 local 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 fruit in honey spread products must come from the Region.

10. **MAPLE PRODUCTS**

Producers may only sell syrup and other maple products they collect and process from sugarbush they own or rent. Added fruit in maple products must come from the Region.

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 employees.
- (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 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 federal, state, county, New York City, New York State, and other 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, family member, employee or volunteer 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, their family members, employees, and any volunteers 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 federal, state, county, New York City, New York State, or other laws.
6. **Absent Manager.** When the Manager is not present, Producers should refer problems at a market to the Greenmarket Office.

### B. CONDUCT

1. **Punctuality.** Producers and their employees 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.
2. **Producer Accountability.** Producers are responsible for the conduct of their employees and volunteers and for any penalties employees or volunteers incur.
3. **Appropriate Behavior.** Producers, their family members, employees, and any volunteers must be honest and courteous at all times. Disagreements with customers, other Producers, or Greenmarket Personnel should be handled in a respectful manner. Verbal threats or physical assaults will not be tolerated; see Part VI.C.1.f.
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. (Selling area is the Producer's canopy, display and storage areas.)
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.**
  - a) **Canopies.** Producers must secure their canopies immediately upon set up.
  - b) **Other Equipment.** Other equipment such as signs, coolers, tarps, shades and lift gates, must be safely positioned and secured to prevent injury.
  - c) Canopies, equipment, tables and fixtures should be kept in good repair.
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. The Manager 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 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. The 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, their family members, employees, or volunteers at all times.
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. Product must be protected from possible contamination.
4. **Trash Containers.** Producers must provide an acceptable trash receptacle at their selling area when necessary.

## F. PUBLIC SAFETY

Public safety incidents and problems, including accidents, thefts, parked cars, and disputes, should be reported to Greenmarket Personnel. If Greenmarket Personnel are not present, contact the Greenmarket office. If the problem is serious or requires urgent attention, call 911.

## 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 federal, state, county, New York City, New York State and other 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 List.
  2. Producers must keep records and documentation that fully disclose activities and transactions of the operation, in sufficient detail as to be readily understood. These must be made available to Greenmarket Personnel at the time of inspection or upon request. Records must demonstrate that the Producer or their help 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.
  3. 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 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.
  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.

## **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 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.
3. **Refusing a Spot Visit.** Producers may not refuse to permit a spot visit.

## **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.

## **G. INSPECTIONS at the REQUEST of ANOTHER PRODUCER**

1. Producers may have information or believe that another Producer is in violation of the Regulations. If a Producer has a complaint and wishes to have a farm or other facility inspected ahead of its scheduled inspection, the Producer must:
  - a) send the request to the Director in writing;
  - b) name the Producer, the product(s) in question, and the reasons for suspecting the product(s); and
  - c) include a complaint fee of \$200.
  - d) One or more Producers may join together in a complaint and share the fee.
  - e) 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 notice of 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. Infractions have tiered penalties: Fines and Violations. Unless a Fine or other penalty is specified, the Director shall issue Violations.

### B. FINES

1. Greenmarket Personnel may impose the following Fines

<b>Reference</b>	<b>Infraction</b>	<b>Fine</b>
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.1	Late to market	\$50
IV.B.4	Smoking in the selling area	\$50
IV.B.5	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.
3. These Fines are cumulative and shall remain on the Producer's record for the remainder of the Market Year. More than three 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 product displayed for sale that constitutes a violation of the “producer-only rules” (see Parts III.A, F, G, & H) or otherwise violates the Regulations is considered one Violation.
- 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, conduct in violation of the Regulations shall result in the following:
  - (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.
- e) Additional Suspension. In addition to issuing Violations and imposing penalties above, 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,
III.A.1	Item at market made with ingredients grown outside the Region not expressly permitted in Part III “Eligible Products”
II.G.	Non-compliance with law,
IV.B.3	Verbal threat or physical assault,
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.

- f) Immediate Removal from Market and Termination.
  - (1) In addition to the Director issuing Violations and imposing penalties, a verbal threat or physical assault may result in immediate removal from market by Greenmarket Personnel and termination from Greenmarket (see Part IV.B.3.)
  - (2) Violations issued to Producers on probation may result in immediate suspension or termination from Greenmarket (see Part II. H.3.)

### 2. Notice of Violations

- a) **Producer and FCAC Notification.** When the Director makes a provisional determination of violation and issues Violations the Producer shall be notified by Greenmarket Personnel in person or by phone and by certified mail within five business days. Members of the FCAC shall be notified by Greenmarket Personnel by regular mail.
- b) **Written Notice.** Written notice of Violations shall include a description of the infraction, penalty, the text of the Regulation being enforced, and will reference

“Procedure Following a Notice of Violation, Request for FCAC Review of a Violation” (see Part VI.C.3, below).

- c) **Removal of Item(s).** When the notice of Violation 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.
- 3. Procedure Following a Notice of Violation; Request for FCAC Review of a Violation**
- a) **Acceptance or Request for Review.** Except with respect to penalties as per Part VI.C.1.f, within fifteen business days of receiving a written notice of Violation and before any Penalty is imposed the Producer must:
    - (1) Accept the Violation and penalties without contest, or
    - (2) Request in writing to the FCAC Chair a FCAC review of the Violation.Producers that do not request a review will be considered to have accepted the Violations and Penalties; the Violations will be final and penalty imposed.
  - b) **Request for a New Inspection.** When the Violation concerns a product 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 notice of Violation, and pay \$200 for such an inspection.
  - 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 the Producer 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 make a recommendation in lieu of the full FCAC.
    - (2) **FCAC Recommendation.** The FCAC will inform the Producer and the Greenmarket Director of the FCAC’s recommendations.
    - (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.

## **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 representative 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 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 Producers cannot attend market for any reason, they must call the Regional Coordinator. If the Regional Coordinator is unavailable, Producers must notify the Greenmarket office no later than 4PM 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 due to crop failure, lack of product, or farm/family emergency.
2. **Absences for Producers with Daily Reservations.** For each market:
  - a) Producers will not be charged for up to three notified absences between the Producer's first and last day of attendance from April through December.
  - b) Producers will be charged based upon space reserved for the fourth notified absence and all subsequent notified absences from April through December.
  - 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) Scheduled Absences. Producers must request any scheduled days off during the market year on their annual application. Such requests are subject to approval by the Director.
  - c) 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.**

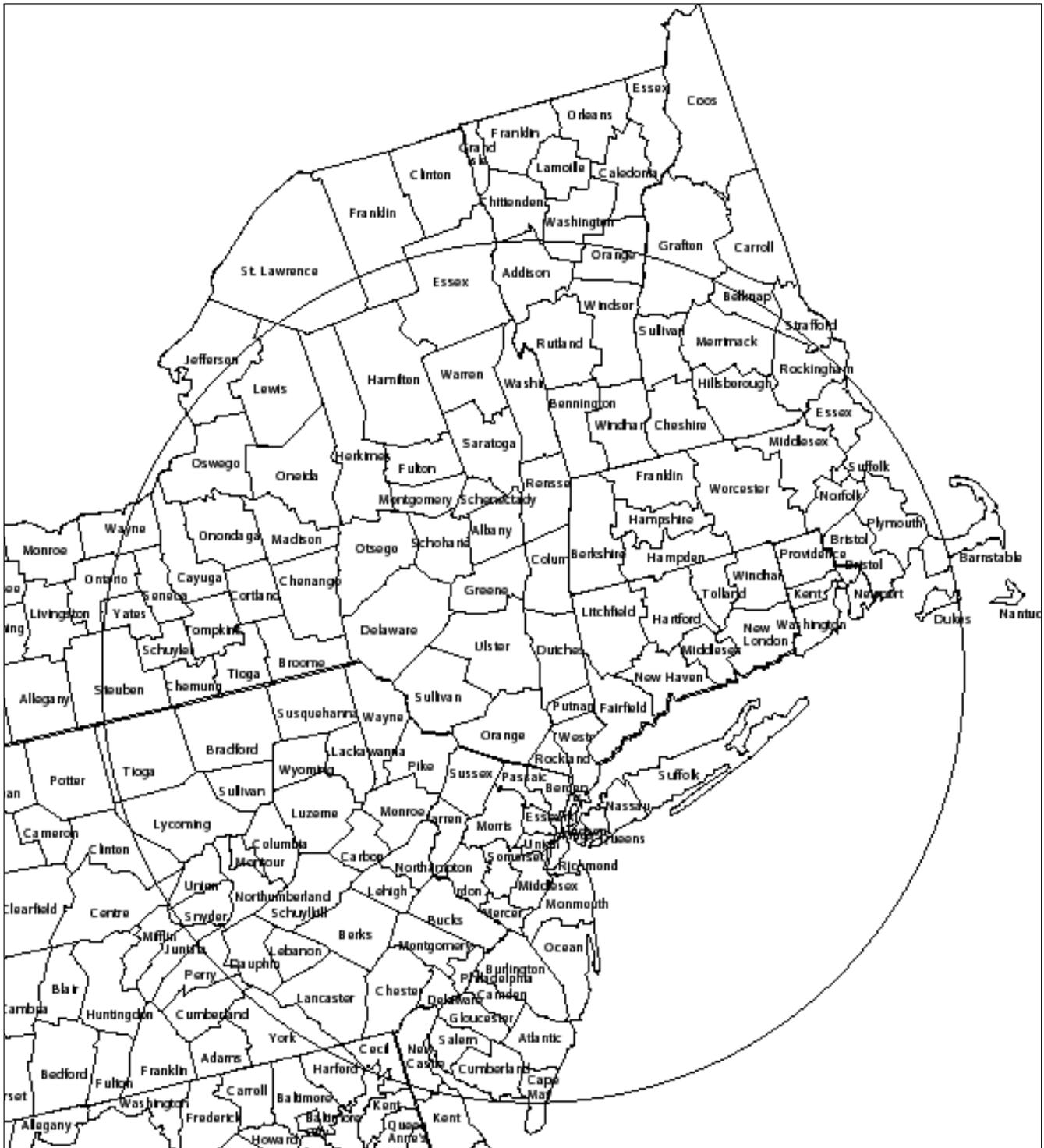
- a) Producers who think their statement is incorrect must send in writing the date, market, dollar amount and brief explanation of the disputed item, before the due date on the statement where the item first appeared.
  - (1) Producers are obligated to pay the parts of the statement that are not in 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. **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.
2. **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.
3. **FULL PRODUCTION PARTNERSHIP.** Two individual Farmers both directly involved in production
4. **GREENMARKET.** Greenmarket is 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** refers to the Greenmarket Director or a designee.
  - GREENMARKET MANAGER or MANAGER** refers to Greenmarket Personnel assigned to manage a given market.
  - GREENMARKET REGIONAL COORDINATOR or REGIONAL COORDINATOR** refers to Greenmarket Personnel assigned to oversee given market regions.
  - GREENMARKET MANAGEMENT** refers to the Greenmarket Director and the Executive Director of the GrowNYC.
  - GREENMARKET PERSONNEL** includes 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”).
5. **LOCAL.** Local refers to land within 20 miles of the Producer’s farm.
6. **MARKET YEAR.** April 1 through March 31. The Market Year is divided into four Quarters: First Quarter - April 1 to June 31, Second Quarter - July 1 to September 30, Third Quarter - October 1 to December 31, Fourth Quarter - January 1 to March 31.
7. **OTHER PRODUCERS.** Other Producers includes ocean fishers, bakers, and producers of preserves (including jams, jellies, relishes, chutneys, canned and pickled produce).
8. **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.
9. **PRODUCERS.** Consisting of Farmers and Other Producers.
10. **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)

## 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](http://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](http://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](http://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](http://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](http://animalwelfareapproved.org)

**American Grassfed** [www.americangrassfed.org](http://www.americangrassfed.org)

**American Humane Certified**

[www.humaneheartland.org/our-farm-programs/american-humane-certified](http://www.humaneheartland.org/our-farm-programs/american-humane-certified)

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

**Demeter (Biodynamic)** [www.demeterbta.com/certification.html](http://www.demeterbta.com/certification.html)

**Eco Apple** [www.ipminstitute.org/ecoapple.htm](http://www.ipminstitute.org/ecoapple.htm)

**Fair Trade USA** [fairtradeusa.org/certification](http://fairtradeusa.org/certification)

**Food Justice Certified** [agriculturaljusticeproject.org/?page\\_id=13](http://agriculturaljusticeproject.org/?page_id=13)

**Friend of the Sea** [www.friendofthesea.org](http://www.friendofthesea.org)

**Food Alliance** [foodalliance.org](http://foodalliance.org)

**Kosher (NYSDAM Kosher Law Enforcement)** [www.agriculture.ny.gov/KO/KOHome.html](http://www.agriculture.ny.gov/KO/KOHome.html)

**Marine Stewardship Council.** [www.msc.org](http://www.msc.org)

**NFCA** [www.celiaccentral.org/gluten-free-certification](http://www.celiaccentral.org/gluten-free-certification)

**NOAA Fisheries:** [www.nmfs.noaa.gov/op/Sustainability/Sustainable\\_Seafood\\_Certification.html](http://www.nmfs.noaa.gov/op/Sustainability/Sustainable_Seafood_Certification.html)

**Non-GMO Project Verified** [www.nongmoproject.org/product-verification/faqs](http://www.nongmoproject.org/product-verification/faqs)

**NSF (National Sanitation Foundation)**

[www.nsf.org/consumer-resources/what-is-nsf-certification/gluten-free-certification](http://www.nsf.org/consumer-resources/what-is-nsf-certification/gluten-free-certification)

**Protected Harvest** [www.protectedharvest.org](http://www.protectedharvest.org)

**Sustainably Grown Certified (SCS)**

[www.scsglobalservices.com/sustainably-grown-certification](http://www.scsglobalservices.com/sustainably-grown-certification)

**Sustainable Seafood Certification:**

[www.scsglobalservices.com/sustainable-seafood-certification](http://www.scsglobalservices.com/sustainable-seafood-certification)

**USDA Certified Organic** [www.ams.usda.gov/AMSV1.0/nop](http://www.ams.usda.gov/AMSV1.0/nop)

**USDA Good Agricultural Practices (GAP)**

**USDA Process Verified** [www.ams.usda.gov/AMSV1.0/processverified](http://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](http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELPRDC5066028)