

2019 Rules and Regulations

The Rules and Regulations:

- Application Process Guidelines & Vendor Prerequisites
- Market Day Rules
- Vendor Rules & Responsibilities
- Organizational Rules

Application Process Guidelines and Vendor Prerequisites:

Inclusion in the Cooperstown Farmers' Market is limited to producers within a 50-mile radius. The Market accepts applications from prospective vendors who wish to sell items in the following three categories:

- Agricultural products, food and non-food
- Prepared food products
- Crafted products

Priority is given to agricultural vendors. Vendors grow or produce 100% of the goods they plan to sell at market; exceptions to the 100% rule are granted on a case-by-case basis by the Vendor Selection Committee.

Entrepreneurial by nature, Cooperstown Farmers' Market vendors are small, owner-operated, local businesses that produce the market's inventory of food and craft items. Twenty-seven individual businesses meet in the market building to sell hundreds of products each market day. The three types of product vendors are defined this way:

Agricultural Products

The Agricultural Vendor grows and/or processes food and non-food agricultural products. Priority is given to agricultural vendors who process products on their own farm using their own ingredients. Third party processing is permitted – an example would be animals processed off the farm, milk made into cheese at a cheese-making facility, or berries made into jam at a commercial kitchen. Fresh-cut flowers are an example of a non-food agricultural product.

The following are specific requirements for animal products (meat, eggs, milk) sold at the market. All livestock are owned by and under the direct care and supervision of the producer and raised on land they own or lease. For those animals NOT born on the Vendor's farm, the following ownership requirements apply when selling animal products:

1. Poultry: acquired before one week of age or, for STEW POULTRY (retired layers), a minimum of six months under the direct care and supervision of the producer on land they own or lease; EGGS must be from layers under the direct care and supervision of the producer on land they own or lease.
2. Hogs: Purchased at weaning or minimum of 4 months under the direct care and supervision of the producer on land they own or lease.
3. Goats, Sheep, Cattle, Venison: Purchased at weaning or minimum of 6 months under the direct care and supervision of the producer on land they own or lease; BOTTLED MILK or CREAM must be from dairy animals under the direct care and supervision of the producer on land they own or lease.
4. Rabbits: For stewing rabbits, a minimum of 4 months under the direct care and supervision of the producer on land they own or lease.
5. Raw wool and fleece, feathers, leather, pelts, antlers, and animal bones must be from animals under the direct care and supervision of the producer on land they own or lease.
6. Farmed fish may be hatched on the farm or purchased as fingerlings.
7. Honey and bee products must be provided by bees within the 50 mile radius. Brokered honey must be labeled.

Prepared Foods

A Prepared Food Vendor prepares their own original products from ingredients that are primarily purchased. Priority is given to food vendors who purchase their food ingredients from local farmers or grow some ingredients themselves and produce the food product from scratch.

Crafts

The Craft Vendor creates their own non-food product line from either purchased raw materials or, like the agricultural vendor, from raw materials they grow or raise themselves. An example would be a fiber farm that raises sheep or alpacas, spins yarn for sale and produces knit items. Our vendors design and execute items of the highest quality workmanship. Vendors are not permitted to resell commercially produced items. Items assembled from kits may not be sold but basic patterns may be used. Manufactured items may be incorporated in the craft work, such as jewelry findings, furniture hardware, and basic lotions, provided the majority of the product is handmade and reflects the skill of the craftsperson. Some manufactured "blanks" upon which vendors do their handiwork are permitted (i.e. clothing blanks, canvas bags, etc.) The handiwork may be subcontracted if the product is designed by the vendor, supervised by the vendor, and substantively comprised of the vendor's raw materials provided it is labeled as such, for example, 'manufactured by xx for vendor yy,' or 'made with vendor yy hides, wool or fleece.' Artist's reproductions must be clearly marked as such.

Market Day Rules:

1. **WEATHER:** The market will operate rain or shine. If a vendor chooses not to come due to bad weather, the 72 hour cancellation rule is waived. Vendors should decide individually if they want to attend.
2. **SET UP – BREAK DOWN:** Setup will begin one hour before the market opens to the public. Breakdown will begin at closing time and vendors will vacate the building within one hour. Cleaning and maintenance of each site is the responsibility of the vendor who is occupying that site. The Market Manager will inspect all sites at the close of each market. A \$5 fine will be charged to all vendors who do not leave their site clean at the end of the market.
3. **UNLOADING VEHICLES:** In accordance with fire codes, caution and extreme care must be taken when operating any vehicle in a covered space. All engines must be turned off as soon as the stall location is reached. Vehicles have gas tanks, the contents of which could cause a severe fire or explosion. Gas caps must be securely in place, no vehicle with a leaking gas tank or line is permitted in the building, no exceptions. No vehicles are permitted in the building within fifteen minutes prior to opening.
4. **VEHICLE PARKING** is available behind the market building; if that lot is full it is the responsibility of the vendor to arrange their own parking. Parking in the alley is not permitted. Customer parking is reserved for the front of the building.
5. **STALL ASSIGNMENTS** are made by the market manager in April for the year. Vendors are classified as Weekly when they commit to attending market every week May through December. Vendors are classified as Biweekly when they commit to attending market every other week or agree to share a stall with a fellow vendor and manage their own schedules. Vendors are classified as Rotating when they cannot commit to a set schedule and will be used to fill in openings as they occur, no guarantees for number of market dates per year is made for rotating vendors. Priority is given to returning vendors.
6. **STALL DISPLAYS:** Each vendor supplies their own tables and any other items necessary for selling. A sign made of durable material that identifies the business is required and may be hung from the table or the rafters. Variations of booth configuration are permitted within the allotted space. Electrical appliances in the stalls must be approved by the vendor selection committee.
7. **STALL ETIQUETTE:** Keep your business within the pre-designated space.
8. **STALL FEE** of \$20.00 for a standard 10-foot stall will be collected from each vendor, each week. Vendors with permanent stalls may choose to pay for the season in advance. All pre-paid fees are non-refundable.
9. **STALL CANCELLATION:** Vendors who must cancel a previously scheduled stall are required to notify the Market Manager at least 72 hours in advance. Failure to do this makes the vendor responsible for the weekly stall fee of \$20. Following three excused absences, or

two unexcused absences, a vendor will be referred to the Market Governing Committee; multiple absences may result in the vendor losing their allotted space.

10. HOURS OF OPERATION: Customers take our opening and closing hours seriously. Vendors are subject to the following penalties, for tardiness, up to 10 minutes late, a fine of \$15. Between 11-20 minutes, a fine of \$30. Between 21-30 minutes, a fine of \$45. More than 30 minutes late, no admittance to the market that day. After the third offense, the Market Governing Committee will determine further action.

Leaving early is not permitted; vendors who leave the market early will be subject to the following fines: 1st offense is a \$10 fine, 2nd offense a \$20 fine, 3rd offense a \$30 fine and the Market Governing Committee will determine further action.

These penalties are levied at the discretion of the Market Manager.

11. PRODUCTS: Prices will be clearly displayed either by categories or individually so they are clearly visible to customers.

Any product in violation of state law, the rules of the market, not on the vendor's original application or deemed to be inferior quality by the Market Manager will be removed from the market immediately.

Deviation from approved products listed on the vendors applications must be approved by the Vendor Selection Committee. Brokered products which are the exceptions to the rule, must be clearly marked with location of origin; it is the responsibility of the vendor to their customer.

12. HEATERS: For ceiling heaters, unless other provisions have been made, the Market Manager will be the sole operator of the propane gas heaters.

13. NON-PROFIT organizations will be admitted to the market on a space available basis only, at no charge, to promote their organization with informational materials. The sale of raffle tickets is permitted.

14. ALL COMPLAINTS: The Market Manager is in charge on market day. All complaints from vendors or customers should be directed to the Market Manager. Any public health concern will be dealt with IMMEDIATELY by the Market Manager.

If a satisfactory resolution cannot be reached on the spot, a written account of the issue will be forwarded to the Market Governing Committee. A judgment regarding the dispute will be rendered within ten business days.

CUSTOMER complaints regarding product quality, vendor conduct, or unfair vendor practices will be handled as follows. The complainant's name, phone number and description of the issue will be taken; a letter written by the Market Manager will be given to the vendor with the expectation that the offense will be remedied; a copy of the letter will be given to the director of Otsego 2000 to be kept on file; a second complaint will result in a second letter, and a warning.

At the time of a third complaint the Market Committee will meet to discuss disciplinary action, suspension or permanent removal from the market.

VENDOR grievances regarding administrative policies and procedures will be handled in the following way. Step one, the vendor should speak with a member of the governing committee to seek a resolution. If a resolution is not reached the governing committee will hear grievances at the end of the quarterly meetings. Step two, by appointment made the preceding week the vendor may come before the governing committee to state their issue. Five minutes is allotted to present the issue followed by five minutes for the Governing Committee question and answer period. A resolution will be forthcoming within 10 days.

15. DOGS are prohibited from the market space. Well-behaved dogs may be tied to the posts outside the market.

16. SMOKING AREA is designated outside, at the rear of the building.

Vendor Rules and Responsibilities:

17. LEGAL: All vendors are required to comply with any applicable state and federal regulations administered by the New York State Department of Health, New York State Department of Agriculture and Markets, New York Department of Taxation, and United States Department of Agriculture. All licenses, seals, insurance, and sales tax certificates required for the sale of any items in the state of New York are the responsibility of each individual selling such items. Vendors are required to have at their stall; proof of liability insurance, and any required licenses, seals, and permits.

18. PERMANENT STALL LOCATION: A vendor will be considered for a permanent stall location when they are a Weekly or Biweekly vendor. Criteria are, seniority, consistency of product quality, appearance of stand, the vendor willingness to participate in the operation of the market, as well as any other criteria established by the Vendor Selection Committee. If the vendor's market attendance/classification changes, their permanent stall location is *not* guaranteed to remain in effect.

19. PARTICIPATING: As an ongoing program of Otsego 2000, the Market Governing Committee is made up of Otsego 2000 staff, board representatives, and farmers' market vendors. All vendors may vote at the annual meeting on matters affecting the market. In addition, all vendors that have participated in the market for the season are eligible to run for committee seats.

20. VENDOR INSPECTIONS: Vendors will have their operation inspected on a three-year-rotating basis and in response to a grievance filed by another vendor or the public. All new vendors will be inspected in their first season. Inspections will be carried out by the Market Manager. In the case of a grievance filed regarding a suspected NY State Ag and Markets violation, an inspection may be conducted by a third-party.

21. **PROMOTION:** Vendor businesses are promoted on the website, in signage, advertising, emails and at public events.

22. **RESPONSIBILITIES:** All vendors are required to assist with market operations.

23. **BEHAVIOR:**The market is a public retail space. Any inappropriate or illegal behavior is prohibited. Removing property from the Farmers Market Building that is not the vendor's own is prohibited and subject to immediate dismissal.

GOVERNANCE of the Organization:

The Cooperstown Farmers' Market is a program of Otsego 2000, a 501(c)3 public charity dedicated to protecting and preserving the historic, agricultural, and environmental assets of the Otsego region. The Market Governing Committee is the management team for the market organization. The Vendor Selection Committee is charged with monitoring the balance of products for sale in the market as well as jurying new vendors and new products. Vendors vote on how to resolve the issues of the day, and get involved in the activities of the market.

24. **THE MARKET GOVERNING COMMITTEE** is comprised of FIVE vendor representatives, two Otsego 2000 board members, and one Otsego 2000 staff member, with two vendor alternates; non-staff Market Committee representatives and alternates are to be selected by the vendors, by vote, at the Annual Meeting (staggered terms of three years). The Chair of the Market Governing Committee, who also serves as the vendor liaison to the Market Manager, is to be selected by the vendors, by vote, at the Annual Meeting for a one-year term.

25. **THE VENDOR SELECTION COMMITTEE (VSC)** is a permanent committee of one Otsego 2000 representative, the CFM Manager, the CFM chair(s), three agricultural advisors (produce, meat, cheese) one craft advisor, one processed food vendor and one baker advisor. Advisors will be elected by the vendors and serve staggered three year terms. They will have full voting rights for the area of expertise to which they have been elected. Decisions are made by super-majority vote; and the details of these decisions will be recorded in writing. The VSC shall be responsible for determining product quality, eligibility and identifying saturation issues for all new products. Priority is given to agricultural vendors. Vendors grow or produce 100% of the goods they plan to sell at market; exceptions to the 100% rule are granted on a case by case basis by the Vendor Selection Committee.

26. **BROKERED PRODUCTS:** The exceptions to the 100% rule are products that are not sufficiently available in the market, are not produced by the vendor themselves, and/or not available within the specified radius. However, only products produced or made in New York State will be considered for approval, with the exception of stone fruits, which may come from neighboring states. Exceptions must maintain a healthy balance within the market to meet our customers' needs and support the growth and prosperity of the market vendors. They must be of direct advantage to the market as a whole. The vendor must list anticipated brokered items on each year's application. The integrity of the market demands full disclosure of brokered produce and products. If a situation arises during the market year, the vendor may make a written application specifying the need for an exception to the Market Committee and Vendor

Selection Committee. If an exception is approved, it cannot exceed the volume of 20% of a vendor's daily offering. The vendor will assure accurate signage identifying all brokered items and the location of origin for their customers. If there is a doubt whether an item being sold is brokered, the market manager shall perform a farm inspection.

27. THE WORK of the Vendor Selection Committee (VSC): Each year all vendors submit an application. All COMPLETE applications are referred to the VSC for the acceptance process. Vendors receive automatic acceptance of past products. First, applications are reviewed to identify any overall product saturation issues. Second, the committee meets with vendors to jury new products. Their relation and value to the market as a whole is evaluated. Any member of the VSC who has a product being juried will recuse themselves.

The VSC decisions for product inclusion are based on both qualitative and quantitative factors, the mission of the market, product quality, product saturation, availability, presentation, and longevity of the vendor. All VSC discussions and decisions regarding applications or prospective vendors are confidential. All applicants will be notified of the VSC's decision. Deviations by any vendor from approved products, those products listed by each vendor on the annual application, must be approved by the VSC.

28. COMPLIANCE: Failure to comply with the market rules may result in expulsion from the market. Vendors found to be in violation of the market rules will be written up by the Market Manager, action will be taken based on documented violations submitted to the Market Committee. The Market Committee will convene to discuss the matter, meet with the vendor in question, after which the Market Committee will vote on disciplinary action. Notification of the board's decision will be sent by mail to the vendor within five business days. In the event that a vendor is expelled from the market, any/all fees paid in advance are nonrefundable.

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