

# **HIGH PEAKS FARMERS' MARKET COMMITTEE RULES & POLICIES**

May 1<sup>st</sup>, 2022 thru April 30<sup>th</sup>, 2023

**Read the Rules carefully before signing the Agreement and keep a copy for your records. Failure to comply with the Rules may result in reduction, suspension, or termination of the market assignments or termination from High Peaks Farmer's Market.**

**If you need clarification or interpretation of the Rules email the High Peaks Farmers' Market Committee at [highpeaksfarmersmarkets@gmail.com](mailto:highpeaksfarmersmarkets@gmail.com) before you sign the Agreement. Be advised the Rules (not discussion with High Peaks Committee Personnel) govern.**

High Peaks Farmers Markets is a program of Adirondack North Country Association (ANCA)

High Peaks Farmers Markets are first and foremost markets where local farmers sell quality products, which they have produced on their own farms. They do so in cooperation with their colleagues — food processors and purveyors, artists, and craft artists who share in their commitment to quality, and locally produced goods. Such markets are called Producers-Only Markets. The following rules and policies have been developed to this objective and to reinforce our commitment to the local economy and marketplace.

## I. General Rules and Definitions

A. High Peaks Farmers Markets (subsequently referred to as The Market) are reserved for members who are growers, craft artisans and producers of products approved for sale by the High Peaks Farmers Markets Committee (HPFMC).

1. Goods offered for sale are expected to be of the highest quality. If, in the opinion of the Market Manager and/or HPFMC, a vendor offers inferior quality products, the vendor may be asked to withdraw the item(s).

2. Home/farm-based producers of farm products, crafts, prepared foods and baked goods shall be given preference. **Career farmers and artisans shall be given preference - full-time producers foremost, as well as those making a substantial percentage of their income from producing and selling their product(s).**

3. **Vendors selling a food product of which they did not grow/raise the primary ingredient (aside from water) must visibly note for customers where they source their primary ingredient, on a sign within their market display. This information will also be collected by HPFMC each year through the application process.**

B. **It is against the policy of the HPFM for any market member to purchase items and resell them at the Market.**

1. Rental of orchards is permitted by members who are in full control and supervision of the individual steps of production. Any other arrangement must be submitted in writing with the member's application for action by the HPFMC.

2. Vendors may provide free samples to customers as long as this is done in a safe and sanitary manner in compliance with the regulations of the Department of Health.

C. Consumer inquiries regarding pesticide use and other farm practices must be answered factually without misleading information. The Market Manager and/or the HPFMC reserve the right to limit vendor's claims regarding farm practices that cannot be verified.

D. Genetically engineered plants and animals, and products grown or produced with engineered hormones (e.g., Bovine Growth Hormone), are banned from market sale.

E. Definitions

1. Farmers include those who grow/raise or produce their products locally.

2. Local commonly means within approximately 100 miles. **For our purposes, local may include adjacent regions that fall within approximately 175 miles of our markets.**

## II. Market Products

The following is a list of products that may be sold at the Market; they are divided by vendor type. Additional products not included in this list will be considered on a case-by-case basis. The Market product category, once approved by HPFMC will generally be approved for the following season provided it is marked properly on the member's application. However, the HPFMC reserves the right to deny an item or product at its discretion, in accordance with our ranking priorities. This product list may be subject to change at the sole decision of the HPFMC.

### A. Farmers

1. Fruits - grown by the vendor.
2. Vegetables - grown by the vendor.
3. Dried fruit and vegetables - only from fruit and vegetables grown and dried by the vendor.
4. Bottled cider and fruit juice - sold by the producer of the fruit or pressed by the vendor.
5. Field and greenhouse grown plants, flowers, cut flowers and herbs - grown by the vendor from seeds, plugs, dormant roots, bulbs or cuttings.
6. Meat products - 100% from animals raised from weaning by the vendor. **or processed into finished products by the vendor.** Meat products-Beef Products - 100% from animals raised from weaning by the vendor. Pork Products - 100% from animals raised from weaning by the vendor. Other Meat Products - 100% from animals raised from weaning by the vendor.
7. Fresh water fish, raised by the vendor through aquaculture from fingerlings of no more than 2" in size, and legally caught wild fish.
8. Milk - produced from the vendor's own herd.
9. Cheese and other dairy products - preference shall be given to vendors using milk produced by their own herd. Vendors buying milk must do so from small regional sustainable farms which are subject to review by the HPFMC. produced by the vendor from local milk.
10. Eggs - from the vendor's own fowl.
11. Poultry -100% from the birds raised by the vendor from chicks.
12. Products such as wool, fleece, yarn, feathers, down, leather, and bone must have been produced from animals owned by the vendor. For craft products made with these items, preference shall be given to vendors who produce their own raw materials from animals owned by the vendor. Rule no 3 applies to this category.
13. Honey and bee products - produced from the vendor's own bees and bottled/packaged by the vendor.
14. Maple syrup - processed by the vendor from the vendor's own or rented sugar bush.
15. Hay and straw, and feed products grown/produced by the vendor.

### B. Food Processors

1. Jams and preserves - prepared by the vendor from fresh produce from the region when available. Preference shall be given to vendors using local

ingredients purchased directly from the farmer/producer, and/or organic ingredients.

2. Grain products - pancake mix, granola and other grain products from grain blended/mixed by the vendor.

3. Baked goods - fresh baked and prepared from scratch by the vendor (no commercially prepared dough mixes, crusts, shells, fillings, or contents).

Preference shall be given to vendors using local ingredients purchased directly from the farmer/producer, and/or organic ingredients.

4. Teas, herbs, spices, herbal vinegars blended/prepared and packaged by the vendor. Preference shall be given to vendors who grow their own ingredients and/or use organic ingredients.

5. Ready to eat prepared foods - high quality food items prepared and packaged by the vendor. Preference shall be given to vendors who grow their own ingredients, and to vendors who use locally grown farm-direct products, and/or organic ingredients.

6. Wine and Spirits-bottled locally from local produce. Preference shall be given to vendors who grow their own ingredients.

7. Beer-Brewed and bottled locally.

#### C. Arts & Crafts Products

1. Crafts - high quality craft items designed and executed by the vendor and chosen by the HPFMC through a jury process.

2. Objects of Art - All works must be created solely at the hand of the artist and will be juried in the same manner as crafts. Any art falling under the category of "found art" must show manipulation by the artist as in arranging or mounting and will be juried in the same manner as above.

#### D. Food Caterer/Purveyor

1. Sandwiches, soups, desserts and any other prepared food that is consistent with the Market's theme of fresh, high quality food, and is prepared locally. Food purveyors should make every effort to include raw ingredients from other vendors at the market in all their menu items. Preference shall be given to vendors who grow their own ingredients, use locally grown farm-direct products, and/or organic ingredients.

2. Drinks at market - cider, fruit juice, and tea must adhere to aforementioned rules for each category of product. Food purveyors may sell additional beverages created by the vendor that include non-seasonal or non-regional ingredients but should maintain some connection to regional ingredients and seasonality. As example, in the case of smoothies, vendors should strive to include seasonal berries.

3. Services, at the discretion of the HPFMC and as space permits, including but not limited to: massage therapy, bicycle repair, book readings and author signings, artistic/cultural lectures and instruction.

### III. Market Operations

#### A. Vendor Compliances

1. Vendors must comply with the appropriate federal, state, and local regulations.
2. Vendors selling taxable items must display a valid NYS Certificate of Authority.
3. Vendors with nursery and greenhouse crops must display a valid NYS Nursery License.
4. Vendors selling meats, processed foods, prepared foods, baked goods and other perishable items must do so in compliance with the requirements of the NYS Department of Health and NYS Department of Agriculture and Markets and any other applicable regulatory agencies.
5. Vendors selling by weight must have scales approved by the appropriate Weights and Measures County Office, and have the appropriate current certificate/sticker.
6. Necessary certificates, permits, and licenses must be on file with the HPFMC before a vendor may sell products at market.

#### B. Insurance

1. ANCA shall carry liability insurance to protect the HPFM. **Vendors must provide proof of insurance coverage through a certificate of additionally insured which will be kept on file at the offices of HPFM. All policies and certificates shall name the Village of Saranac Lake and/or Green Goddess as additional insured for a minimum of \$1,000,000 individual coverage.**

**The HPFMC strongly recommends that vendors carry an adequate amount of additional liability and product insurance.**

#### C. Market Fees and Application

1. ANCA Membership - The yearly membership fee vendors shall be established annually by the HPFMC and ANCA.
2. Seasonal Fees - All fees will be established for the Market by the HPFMC. The Committee will strive to create a fee schedule that is commensurate to traffic and expected sales at the Market. The Market does not guarantee a minimum level of business for any vendor. There is no daily fee for an expanded space or a double space — those wishing an expanded space or double space must pay for the season. Payments of seasonal stall fees are due by 15 days prior to Market opening. Failure to comply with this schedule will result in the loss of the right to attend the market until the stall fees are paid in full.
3. **Returning vendors who are in good standing are offered the Returning Vendor Short Form Application and maintain first option on last year's booth space provided market conditions permit this practice. Returning vendors who are in good standing apply with the understanding that market acceptance is implied but not guaranteed.**
  - a. Any returning vendor who has not applied for the Market by 30 days before opening day of the season must reapply as a new vendor and be approved for the HPFMC. The HPFMC reserves the right to cancel the privileges of any member who, in the opinion of the Market Manager, has willfully violated the Rules and Regulations governing the Market.
4. The standard vendor area at market is 10 ft x 10 ft, or 100 sq ft. **Expanded spaces are 15 ft x 10 ft, or 150 sq ft.** Displays are expected to stay within the

vendor's booth area. The HPFMC may seek additional charges from vendors who exceed their booth space.

a. Vendors may not share a booth space.

5. Farmers that have CSA distribution at market may only distribute product from their own farm.

#### D. Market Day Rules

1. The Markets are held outdoors rain or shine. The Market hours do not change after season opening. Cancellation of the Market or early closure due to dangerous or severe weather conditions shall be at the sole discretion of the Market Manager.

2. Each vendor will be responsible for all equipment and supplies for the set up of a booth — table, scales, bags, signs, tent, etc., and must operate his/her market space in a safe and sanitary manner. **All tents are required to have a minimum of 20-pound weights on each leg. Vendors will be required to take their tent down if this rule is not obeyed.**

a. Display facilities must be constructed in such a way as to pose no hazards to customers and to allow easy access to the goods on display.

b. Produce and other food items may not be placed directly on the ground.

c. Vendors who provide samples and/or products (such as food) that result in waste materials must provide containers for waste disposal. Vendors are responsible for removing this waste at the end of the day; it cannot be discarded in trash cans provided by the supporting village. The vendor's area must be clean of any refuse at the end of the market.

3. Each vendor must identify themselves or their business by use of an attractively lettered sign stating their name and location.

a. Vendors are encouraged to have business cards and to post photos of their farm or homestead.

b. Brochures that list retail activities with patrons that extend beyond the market and throughout the year are encouraged.

4. Attendance - If a vendor is unable to attend the Market on a specified Market day, he or she is required to notify the Market Manager no later than two hours before market opening. Failure to follow this policy will compromise the "good standing" for that vendor.

5. Market Manager – The HPFMC will hire a market manager for Saranac Lake market and HPFM admin work annually. At the end of the season, HPFMC and ANCA will assess market manager performance, and determine whether to offer them the job for the following season.

**HPFMC / membership and ANCA may decide to first offer the job to a returning SL manager before opening an application window.** A vendor acting as market manager for the Lake Placid market will be selected by HPFMC, and compensated with a free market stall for the season.

a. The manager lays out the space for vendors at each market, and

directs vendors, performers and, volunteers to their designated space. Managers enforce the rules and policies, answer customers' questions, and cooperate with the host organization to minimize conflicts. It is the manager's job to ensure that the market is running smoothly.

b. The manager reports any problems that occur at market to the HPFMC via committee email thread. Should the manager need immediate support, they can seek help in person at the market or by phone as needed from committee members present.

6. Set Up - For safety reasons, vendors should have their vehicles properly parked and stands in place before the opening of the Markets.

a. Vendors should always use extreme care when entering the Market place with their vehicles, drive slowly and remain aware of pedestrians.

b. Vendors may set up at their market sites up to two hours before the market opens, but must occupy their spaces no later than fifteen minutes before market opening. Occupying your space is defined as having all market paraphernalia unloaded at your location and your vehicle parked in an appointed space. Repeated lateness will result in penalties as outlined in III. E.

7. Vendors shall not begin to transact business until the designated time for the Market to open.

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

a. Vendor owners/principals must attend at least 15% of the season's market days. People working in their place must be informed of all the market rules and regulations. The vendor is responsible for any fines and for resolving any other problems that may occur in their absence.

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

10. Public drinking of alcoholic beverages and smoking by vendors or their representatives is not permitted anywhere on the Market grounds on market day.

11. Vendors may not bring pets to the market. Small farm animals may be brought to market with prior permission; they should be caged or tethered. Fowl should be perched or caged. Large animals are not permitted without special arrangements. Any animal that routinely makes a disturbance will not be allowed to return. Vendors are responsible for injury to individuals caused by their animals and for any damage to the Market grounds.

12. Break Down - Vendors are required to remain at the Market for the entire Market day until the official closing time.

a. Vendors should exercise diligence in leaving market sites by

dismantling no earlier than 5 minutes after Market closing, packing up, and cleaning their site within one hour of the Market closure.

13. A Community Tent is available at our markets for use by local civic groups and non-profit organizations wishing to promote their civic or social causes.

Groups that are approved by the HPFMC may use this tent for one or more dates during the market season. **Groups using the tent must provide a certificate of additionally insured.**

14. Amplified music is not permitted at the Market unless it is part of entertainment sponsored by the Market.

15. Vendor Signage - All vendor signage must remain with their specified area on market day.

#### E. Penalties for Violations

1. For violating the Producer-Only Rule:

1st violation: Verbal warning or letter demanding the products be removed.

2nd violation: Indefinite suspension or termination by letter.

2. For violating other Rules (e.g. being on time, securing canopy, cleaning up):

1st violation: Verbal warning from market manager

2nd violation: Warning letter

3rd violation: One market day suspension

4th violation: Indefinite suspension or termination by letter.

#### IV. Farm inspections

A. Members of the HPFMC or the Market Manager with a designated knowledgeable assistant may inspect any farm or establishment with written advance notice. Inspections will be made only with the member or his/her representative present unless otherwise permitted. Members must provide any help necessary to thoroughly document products and conditions recorded at the inspection. The member will be notified in writing of the results of the inspection within seven days of the inspection. Refusal to allow an inspection may result in suspension from the Market.

#### V. Marketing

A. The HPFMC will make every effort to promote the Market to the community at large. Vendors are strongly encouraged to provide information about their farms and homestead production, including photos, for the HPFMC staff. The staff will use this information in press releases, public service announcements and marketing brochures.

B. The HPFMC may organize and present other activities during market hours to encourage attendance. We ask vendors to cooperate with our efforts and participate in those activities when necessary.

#### VI. Complaints

A. Member complaints should be directed to the Market Manager or the designated representative of the HPFMC.

[2022 season Update]

