

# **Greenfield Farmers' Market**

## *Operating Guidelines*

Established in 1975, the Greenfield Farmers' Market advocates the following objective:

***Our primary goal is to provide a direct, profitable retail sales outlet for area Farmers/ Growers, and to promote the production of high quality locally grown produce, and other farm or agricultural products. Additionally, to enhance both the Market, and the community, we include baked goods and value-added food products, crafts and other locally prepared merchandise on a space-available basis, to educate the consumer in the value of local production.***

The strength of the Market, and the well being of all its members, lies in our ability to work together and draw from our diversity of experience and backgrounds. These guidelines exist to support and promote the continuance of the stated objectives.

**Eligibility:** The Greenfield Farmers' Market is open to local Farmers, Growers, Crafters, and Food Vendors, who understand and endorse the above objectives, to display and sell their goods. No Solicitors, collection drives, or manufactured goods other than locally made arts and crafts will be allowed in the market area except at the discretion of the Market Manager. Note that only the following Massachusetts-grown or produced items that meet all applicable federal, state and local rules and regulations may be offered for sale:

- *Fresh fruit, vegetables and herbs. Plants and flowers, honey, maple syrup, fresh cider, dairy products, poultry and meat products, fiber products, baked goods in which the majority of the ingredients are produced by the Vendor, MA-produced specialty food products. Farmer grown and produced shall mean the following: Pertaining to all the items mentioned in this paragraph above, all pruning, spraying, fertilizing, and harvesting is undertaken by the farmers, members of the farmer's household or persons directly employed and paid by the farmer. This may include items grown on land under written lease or license, provided that the farmer who leased or licensed the land undertakes all of the above activities. Note that vendors at the market that do not meet this definition of "farmer" may be required by the Town of Greenfield to obtain and display a Hawker/Peddler License from the Town of Greenfield and a current Massachusetts Department of Revenue Sales and Use Tax Certificate. Contact the town Licensing Commission for more details.*

**Market Location, Dates and Times:** The Greenfield Farmers' Market is located at Court Square, Greenfield, in front of the Town Hall. It operates during the hours of 8:00am-12:30p.m. every Saturday, between the first Saturday in May to the third Saturday in November inclusive. By prior arrangement, the Market may be opened or closed at other times for special events.

**Vendor Registration:** All returning vendors must register with the Market Manager before **February 1st** each season. Any spaces unfilled after February 1st will be available to new vendors from the waiting list and newly received applications are subject to approval by the steering committee based on the mission statement and goals determined at the annual meeting

each year. You will be notified of acceptance by February 15th. Applications for membership are accepted at all times throughout the year and are placed on waiting list status, but everyone should reapply yearly if interested. Members in good standing who attended the previous year are given preference. Please see the attached registration form for more specific information. A waiting list exists to add someone to the Market when a vendor drops out. See Vendor Responsibilities for date and guidelines. For full/part-time vendor applications, there is a \$50 nonrefundable annual membership fee required upon acceptance at the market.

**Temporary Vendor:** Greenfield Farmers' Market Manager has the right to place temporary vendors in unused spaces at a market when it determines, at its sole discretion that such action is in the best interest of the market. A vendor who participates on supplemental or interim basis shall not have privileges of a full Greenfield Farmers' Market Membership. This vendor will be asked to come when spaces occur due to vacation and other planned absences from member vendors. Temporary membership does not guarantee membership into the Greenfield Farmers' Market. A daily market fee of \$ \$20 will be charged for the space. Note that the Town of Greenfield Hawkers/Peddlers License applies to temporary vendors as well.

This clause under Produce and Products referring to vendors selling for other vendors does not refer to "Cooperative Booths" in which separate businesses are vending together on a regular basis. In the instance of Cooperative Booths, all parties must be members of the Market, and must pay the registration fee to join the Market.

**Recruitment Membership:** In order to promote new membership in the market, a new vendor (one who has not been part of the market during the current and immediately preceding seasons) may come to the market for one day, and pay only that day's space fee. Should that member wish to continue coming to the market, they must pay their membership fee and all applicable space fees at the next market they attend.

**Vendor Spaces:** The selling area of the Market is divided into 10'x10' spaces. Vendors will be limited to two spaces unless extra room is available on that day. Vehicles are not permitted within the market boundaries, unless previously approved by the market manager in rare cases. Vendors are expected to for the entirety of the market, unless they sell out. If you anticipate selling out early, please make the Market Manager aware of this before you set up (for that week, you can relocate to a space that will allow easy exit, without disrupting the normal operation of the rest of the Market). Leaving the market early is extremely discouraged and may affect a vendor's eligibility to sell at the market, especially if becomes a frequent occurrence. A vendor should make every effort to notify the market manager if they need to leave early.

The Market Manager will arrange spaces at his/her discretion for all Vendors to display their products. Once Vendors have been established in their spaces, the Market Manager will try to maintain that formation, throughout the season, for consistency. If a Vendor plans on not vending at a market during the season it is their responsibility to inform the Market Manager by the preceding Monday evening (before 8:00p.m.) so that the spaces may be reassigned as needed to close in any gaps and to maintain a full, organized look to the market. If the Market Manager isn't notified in advance of a vendor's absence that vendor will be charged for their regular market space fee. In the case of an emergency or unforeseen circumstances the market manager will consider issuing a refund for their market space fee. Spaces must be kept

reasonably orderly for public safety concerns, and must be left in “broom clean” condition. Any trash that is generated by the vendor, or brought with them, should leave with them when they go.

**Set-up/Tear Down:** Court Square will be blocked off by 7:00am for set-up (6:30am during the early season). Vendors are encouraged to arrive at the market early, and must be prepared and ready to operate for the 8:00am opening. Selling should not occur before 8:00am, or after 12:30pm. Please be aware that the Markets’ permit to operate, and our insurance coverage, is not valid outside these times.

**Market Fees:** Market fees are assessed as follows:

Annual membership fee for full/part-time vendors	\$50
Full time Vendor per space	\$540 - \$810 sliding scale
Part time Vendor per space	\$270 - \$405 sliding scale
Temporary Vendor per space	\$25

For all full/part-time Vendors, there is an **annual membership** fee of \$50. This fee is paid before the first date of the market each season.

The **full-time Vendor fee** is a sliding scale with a base rate of \$540 and up to or beyond \$810 per space for the season (~32 weeks). The Greenfield Farmer’s Market recommends full-time vendor pay \$675 for their annual fee and requires at least the base pay for any full-time vendor.

The **part-time Vendor fee** is applied to either the first half of the season or the second half of the market season. It is either or and cannot be mixed. The fee for part-time vendors is sliding scale with a base rate of \$270 and up to or beyond \$405 per space. The Greenfield Farmer’s Market recommends part-time vendor pay \$338 for their annual fee and requires at least the base pay for any full-time vendor. If a second space is requested the sliding scale fee applies the same.

The **temporary Vendor fee** is \$25.00 per week, which is required to be paid before the first market date. Temporary Vendors scheduled multiple dates are required to provide payment for up to the next three market dates scheduled.

In order to facilitate collection, membership and space fees will be collected at the beginning of the market season. **All Vendors are required to pay the space fee and member fee (if applicable) by start of market.** For extenuating circumstances returning vendors can request to make two separate payments for their space with the first payment due on the first Saturday of June and the second payment due at the Saturday of the midpoint market. Full-time Vendors can choose to pay the base fee at the start of the market season, and decide to pay an additional fee due at the Saturday of the midpoint market.

**Note: For specific vendors to whom these fees pose a hardship, the steering committee and Market Manager can and will review the above on a case-by-case basis.**

**Produce and Products:** All products offered must be of the highest quality the vendor can produce. All farm products must be locally grown by the Vendor. All manufactured goods must be locally made or assembled by the Vendor in major part. **All products you are selling must be listed in the application each year for approval by the steering committee and market**

**manager.** There is a possibility of adding a product mid-season; however, it must be approved by the steering committee and market manager. Changes to previous year's crop plans will be evaluated based on the market's needs. Regular vendors may, on occasion but not on a regular basis, ask another Member to sell their products at the Market when they are unable to attend the Market. For the purposes of this clause, a regular vendor is a vendor that attended and sold product at the Market at least 10 weeks during the previous season. Products sold in the manner must be labeled with each grower's name so as to avoid misrepresentation. Vendors who intend to sell in this manner must notify the market manager with a minimum of 12 hour's notice. It is not the intention of this clause to allow the vendor who is helping sell another Member's product to profit from this arrangement. This would represent supply farming, or purchasing products wholesale from another grower to sell for your own profit, which is prohibited in this Market.

The market manager has the right to bring critical product, for which there is no reasonable substitute, into the market if it is found that current vendors do not meet the customer demand as determined by the Market Manager in consultation with the Steering Committee. If necessary, the market manager booth may sell such products if a vendor or temporary vendor cannot be found to provide said product. Critical products are limited to local: strawberries, blueberries, sweet corn and asparagus. Any monies raised will go toward the cost of product and any additional funds received will go toward SNAP double dollar fund. This is a limited emergency measure to be used very rarely.

**Farm/Site Visits:** Every farm will be visited at least once during membership. At least 1 member of the Steering Committee along with a vendor in good standing reserve the right to visit each farm or facility that produces product for the Market at any time. The visits will be at a time mutually agreeable to all parties. This is to verify production of goods.

**Pricing of Goods:** the individual Vendors will determine Prices for all products sold, but Vendors are requested to maintain fair retail market prices. Neither the Market Manager, the Steering Committee, nor any other party will make any warranty on sold or purchased goods, and any warranty implied is expressly denied. All prices must be clearly marked by posting a sign or individually marking items.

**Vendor Responsibilities:** Each Vendor shall be responsible for setting up, displaying, and packaging his/her own goods. Vendors should utilize some form of display and/or stand. To enhance the appearance of the market vendors are to refrain from smoking at their stands or anywhere in the immediate area of booths. Vendors must leave the area completely for cigarette breaks. Vendor's children are welcome at the market as long as they are supervised. Dogs are not allowed in vendor spaces. Vendors who use scales must use a scale that is legal for use in trade and has been inspected and certified by the Sealer of Weights and Measures for Massachusetts. Each Vendor is responsible for compliance with any and all applicable Federal, State, and Local laws and regulations, as well as the guidelines that are listed here. All Vendors that require state licenses are required to give copies to the Market Manager for the Markets records. This includes: Food Processing Permits, Serve-Safe Certifications, Residential/Commercial Kitchen Certification, Town of Greenfield Hawkers/Peddlers License and a current Massachusetts Department of Revenue Sales and Use Tax Certificate, and any others that may apply. All Vendors are expected to treat each other with respectful, professional, and competitive cooperation. Each vendor must post the name and location of his/her farm or business at his/her assigned selling area in the Market.

To reiterate, Farmers' Market Vendors who are planning on returning to the Market the following year **MUST** advise the Market Manager by returning your *Greenfield Farmers' Market Application Form* by **February 1<sup>st</sup>** or else forfeit your space.

**The Steering Committee:** consists of five to eight members, of which a majority are farmers, and oversees direction of the market throughout the year. The Market Manager will be the tiebreaker, should there be a need, for any matter that comes to the Steering Committee. The Steering Committee holds periodic meetings to resolve problems, to help direct the progress of the market, and to keep it running smoothly. The Steering Committee is responsible for selecting a Market Manager and a Treasurer. All elections are held by paper ballot annually. The Steering Committee is elected annually by the membership and the Steering Committee will select officer's positions i.e. Chairperson, Treasurer and Secretary by paper ballot.

**The Treasurer** is responsible for keeping financial records of the Market, including all banking paperwork and paying bills. Responsibilities include monthly profit and loss statements given to the Market Manager and all Steering Committee members. The Treasurer also assists the Market Manager in collecting fees from Vendors.

**Annual Meeting:** The annual meeting of the Greenfield Farmers' market shall be held on or before March 1<sup>st</sup> of each year. The purpose of the meeting shall be for elections and the conduct of such other business as may legally come before the meeting. No later than thirty days before the meeting, the Secretary shall cause the notice of the meeting to be posted in the Greenfield Recorder newspaper and mail notice of the meeting (electronically or by other means) to all members of the Greenfield Farmers' Market from the previous calendar year, and any party that has notified the Market Manager of an interest in vending at the Market for the current year by February 1<sup>st</sup>. The Steering Committee shall determine the date and location for the Market's annual meeting.

Representatives from at least ten (10) regular members (which are those members that have fully paid memberships and are in good standing with the market) shall constitute a quorum for the Annual Meeting and elections. A majority vote of those present shall be sufficient for action of the Steering Committee, except as otherwise required by these bylaws.

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the Annual Meeting in all cases to which they are applicable and in which they are not inconsistent with these operating guidelines.

**The Market Manager** is selected by the Steering Committee from either the community or the membership. Under the direction of the Steering Committee, the Market Manager is responsible for overseeing market operations. This includes market set-up, collection of fees, coordination of special events, and other tasks as needed. The Market Manager settles any disputes that may arise on market day, and the decision of the Market Manager is final. At the discretion of the Market Manager, market access can be denied to any vendor who violates the guidelines or whose actions disrupt the normal operation of the market. Violators may be subject to denied access on subsequent market days, and/or any further participation in the Greenfield Farmers' Market. Subject to the final decision of the Steering Committee who will give a reply to the dispute within one (1) week.

**Grievance/Arbitration/Mediation:** All complaints with or against the market or individual vendors (internal or external) must first be brought to the Market Manager. After investigating the incident, the Market Manager is responsible for trying to resolve the problem. Issues that cannot be resolved by the Market Manager, that involve market direction or procedures, or matters that involve the Market Manager directly will be brought directly to the Steering Committee. If the Steering Committee decided that it was necessary, an unresolved issue could be brought before a Market Grievance Committee (consisting of at least 5 regularly attending members) to be resolved. That committee would be made of members not directly involved with the issue and who are as impartial as possible.

The Grievance Committee is made up of five (5) market members. Upon review of the complaint, the Grievance Committee will elect two (2) of the five (5) members who are most qualified, and least connected to the case, to move forward. The two (2) members will review the case, make appropriate inspections and write appropriate reports. The Grievance Committee will take no less than one (1) week and no more than three (3) weeks from receipt of the complaint to return their decision. During this time, the violator must adhere to the original penalty with no right to restitution for any losses. The Grievance Committee has the responsibility to solicit information from all concerned parties and, with the Steering Committee's insight, take action to solve the problem. The Grievance Committee members may at some point come to visit your farm/production facility. The committee will send written notification as to need for a visit and the visit will be conducted within one (1) to seventy-two (72) hours after written notice is provided. If the problem is not solved or if the nature of the problem warrants it, the Steering Committee can recommend that all involved parties seek formal arbitration or mediation from outside the market with costs being paid by the vendors involved. If this action is taken, all parties involved and the Steering Committee must agree up front to abide by whatever decision, direction, or compromise that is reached during the process.

**Overall Market Operation:** These rules are intended to be in the best interest of the Market, its vendors and customers. The Steering Committee may at any time, change, modify or add to these rules to better serve these interests with a vote of the membership.

**The Market shall be limited to 32 physical spaces.**

**Changes to the Operating Guidelines:** These operating guidelines may be amended at any annual, spring, or special meeting called for such purpose, by a two-thirds vote of the members present, provided that the proposed amendment was included with the notice of the meeting. Such approved amendment shall become effective the following January 1<sup>st</sup> after it has been approved at a meeting.