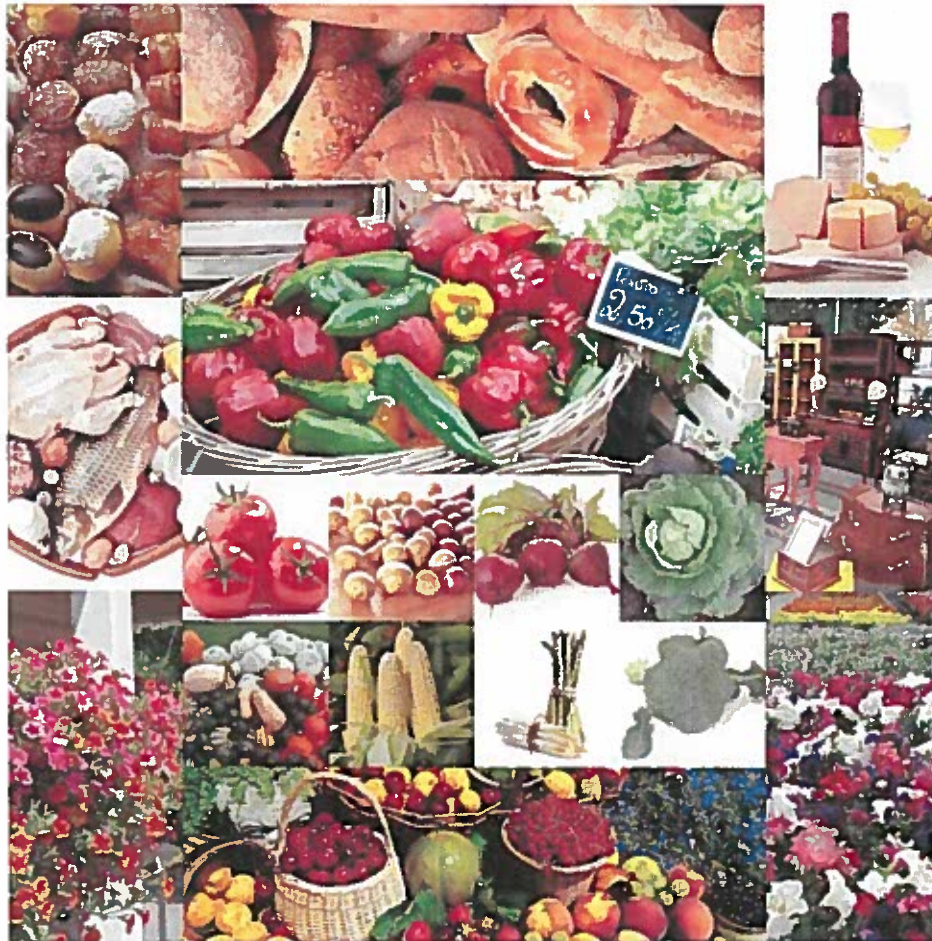




# 2020 CNY Regional Market Authority

## Vendor Handbook



2100 Park Street  
Syracuse, NY 13208

Tel.: (315) 422-8647

Fax: (315) 422-6897

[www.cnyregionalmarket.com](http://www.cnyregionalmarket.com)



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## **MARKET INFORMATION**

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*“The mission of the Authority is to provide facilities, programs and services to promote opportunities for agriculture and commerce in Central New York”*

### **CNY Regional Market Authority**

2100 Park Street  
Syracuse, NY 13208  
Email: [staff@cnyrma.com](mailto:staff@cnyrma.com)

Phone Number: (315) 422-8647

Fax Number: (315) 422-6897

### **Market Security**

(315) 422-8647

Web: [www.cnyregionalmarket.com](http://www.cnyregionalmarket.com)

### **CNY Regional Market Authority Market Hours:**

#### **Saturday Farmers Market:**

##### **Growers Season**

May -Oct.  
7am-2pm

##### **Holiday Season**

Nov.-Dec.  
7am-2pm

##### **Winter Season**

Jan.-Apr.  
7am-2pm

#### **Sunday Flea Market:**

##### **Summer Season**

May -Oct.  
7am-2pm

##### **Winter Season**

Nov - Apr  
7am-2pm

#### **Thursday Farmers Market:**

##### **Growers Season**

May - October  
7am-2pm

##### **Office Hours:**

Monday-Friday  
8am-4:30pm

##### **Welcome Center:**

Thursday, Saturday &  
Sunday 6am-2pm

## **STATE AGENCY CONTACT INFORMATION**

**Onondaga County Health Dept.**  
421 Montgomery St.  
Syracuse, NY 13202  
(315) 435-3244

**NYS Dept. of Agriculture & Markets  
Farmers Market Nutrition Program**  
10B Airline Dr.  
Albany, NY 12235  
(518) 457-7076

**NYS Dept. of Agriculture & Markets  
Bureau of Weights and Measures**  
10B Airline Dr.  
Albany, NY 12235  
(518) 457-3146

**NYS Dept. of Agriculture & Markets  
Pride of NY Program**  
10B Airline Dr.  
Albany, NY 12235  
1-800-554-4501

**NYS Dept. of Agriculture & Markets  
Plant Industry Division**  
10B Airline Dr.  
Albany, NY 12235  
(518) 457-2087

**NYS Dept. of Taxation & Finance**  
(518)485-2889  
1-800-698-2909

**NYS Dept. Of Agriculture & Markets  
Food Safety & Inspection Division**  
NYS Fairgrounds-Art & Home Center  
581 State Fair Blvd.  
Syracuse, NY 13209  
(315) 487-0852

**Syracuse Fire Dept.**  
607 Public Safety Building  
511 S. State St.  
Syracuse, NY 13202  
(315) 473-5525

**NYS Dept. of Agriculture & Markets  
Milk Control & Dairy Services Division**  
10B Airline Dr.  
Albany, NY 12235  
(518) 457-1772

**NYS Farmers' Direct Marketing Assoc.**  
5318 Fox Rd.  
Farmington, NY 14425  
(315) 986-9320

## **MARKET PERSONNEL**

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Amanda Vitale, *Executive Director*

Greg Frigon, *Facilities Manager*

Frank Recore, *Security*

Alma Abadzic, *Accounts Manager*

Rachel Ristau, *Market Manager*

Kylie Fischer, *Assistant Market Manager*

Barbara Cappotto, *Office Assistant*

## **BOARD OF DIRECTORS**

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Mr. Richard Ball, *Commissioner of NYS Agriculture & Markets*

Ms. Christina Nowak, *Commissioner's Representative NYS Agriculture & Markets*

Ms. JoAnn Delaney, *Onondaga County*

Mr. Anthony Emmi, *Onondaga County*

Ms. Maria Mahar, *Onondaga County*

Mr. John Musumeci, *Oswego County*

Ms. MaryEllen Chesbro, *Oswego County*

Mr. Keith Batman, *Cayuga County*

Mr. Randall Daratt, *Cayuga County*

Mr. Myron Thurston, *Madison County*

Mr. Chip Pratt, *Madison County*

Mr. Danny Ross, *Cortland County*

Mr. Martin Broccoli, *Oneida County*

Mr. Jose Benerenguer, *Wayne County*

## **RULES & REGULATIONS**

### **SECTION I. DEFINITIONS**

1. “Authority” shall mean the Central New York Regional Market Authority.
2. “City” shall mean the City of Syracuse.
3. “Commodities” shall mean any and all fruits, vegetables, nursery products, plants, cut flowers, herbs and fish, grown, raised, made and/or processed outside of New York State.
4. “Crop Plan” shall mean a plan submitted by the Farmer, to include what crops are grown and the amount of acreage of each crop.
5. “Dealer” shall mean any Person who buys New York State and Out of State Products or Commodities for resale on the Market.
6. “Disqualified Person” shall mean any Person who, in his, her, their or its own name, is unable to obtain and enter into an independent License Agreement or Permit with the Authority for any reason, including but not limited to, owing money to the Authority.
7. “Farmer” shall mean any Person who, as principal or agent, is actually engaged in the business of growing, raising and/or making Products, and selling only those products grown or produced by themselves.
8. “Flea Market Vendor” shall mean any Person selling only non-consumable items on the Sunday Flea Market.
9. “License” shall mean the privilege or permission given in writing to a Person by the Authority authorizing that Person to enter upon and use or occupy, on a non-exclusive basis, a portion of the Market Site for a specific purpose.
10. “Licensee” shall mean a Person holding a current License granted by the Authority.
11. “Manager” shall mean the individual appointed by the Executive Director of the Authority to be responsible for the conduct and operation of the Retail Market.
12. “Market” shall mean the Regional Market owned and operated by the Central New York Regional Market Authority in Syracuse, New York.
13. “Market Site” shall mean all property owned by the Central New York Regional Market Authority in the City of Syracuse at 2100 Park Street which includes the “Market”.
14. “Package” shall mean the unit in which the product is sold. A bag, regardless of the weight or count, also a crate or basket or cardboard container,

regardless of size, is a package. In the case of loose or bunched product, the unit in which it is sold will determine the package.

15. "Permit" shall mean the written authorization given by the Authority to any Person that does not hold a current License Agreement and intends to sell on the Saturday or Thursday Farmers Market as a daily Vendor.

16. "Person" shall mean an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, association, committee, and any other organization or group of persons acting in concert.

17. "Prepared Food Vendor" shall mean any Person selling prepared food for consumption on the Market.

18. "Products" shall mean any and all fruits, vegetables, poultry, meats and meat products, eggs, general dairy products, plants, cut flowers, pets, food products, and/ or crafts, ice products, grown, raised and/or made in New York State.

19. "Public Nuisance" shall mean unlawfully doing an act or omitting to perform a duty which act or omission offends public decency and includes boisterous or disorderly conduct (e.g., quarreling) on or during the conduct of the Retail Market. A Public Nuisance consists of unlawfully doing an act, or omitting to perform a duty which act or omission (a) Annoys, injures or endangers the comfort, health or safety of any considerable number of any natural Person; or (b) Offends public decency; or (c) Unlawfully interferes with, obstructs or tends to obstruct, or renders dangerous for passage, any driveway, street, selling aisle, parking lane, or stalls, either shed or open, that are a part of the Market Site.

20. "Retail Market" shall mean those areas of the Market commonly referred to as A Shed, B Aisle, C Shed, D Shed, E Shed and F Shed, including any and all walkways and driveways connecting them (see map).

21. "Rules and Regulations" shall mean these Rules and Regulations as they now exist and as they may be prospectively modified and amended.

22. "Vendor" shall be a general term applied to anyone who is permitted to sell or distribute on the Market pursuant to a current License or Permit.

23. "Wholesale Receiver" and/or "Commission Merchant" and/or "Jobber" shall mean any Person who, as principal or agent, maintains a place of business on the Market and deals either outright or on a commission basis in either Products or Commodities or both.



## **SECTION II. DIRECTION AND CONTROL**

The Market shall be operated under the administration of a Market Manager, who is hereby charged with the enforcement of these Rules and Regulations enacted by the Board of Directors of the Authority.

## **SECTION III. AUTHORITY OF THE MANAGER**

The Manager:

1. Shall be in charge of the licensing of all stands, spaces and privileges on the Market.
2. Shall be in charge of issuing Licenses and Permits to those Persons who are eligible to transact business on the Retail Market.
3. Shall collect, or cause to be collected, all fees for transacting business on the Market and shall give a receipt for all fees for the rental of Market space.
4. Shall have the right to prohibit the sale, and to order the removal of from the Market, any Commodities or Products deemed by the Manager to be unwholesome or unfit for human consumption and for any violation of submitted Crop Plan.
5. Shall have the power to suspend any License or Permit as a penalty for the uncured violation of (i) any of these Rules or Regulations and/or (ii) the provisions of any License or Permit by any Licensee or Permit Holder or that Person's agent and/or employees.
6. Shall be responsible for the supervision of all matters pertaining to the management and operation of the Market not covered herein.
7. Shall have the authority to prohibit any Disqualified Person from using and/or occupying the Market in any capacity other than as a customer.

## **SECTION IV. MARKET PERIODS**

1. The Market shall be open twelve (12) months a year with the following hours of operation except on those days that the Market is closed specifically or the hours are extended specifically:

### **Wholesale Farmers Market**

Tuesday, Thursday and Saturday - 4:30 a.m. to 7:00 a.m.

Wholesale Buildings (please contact individual business to obtain their specific hours).

Open 7 days a week – 4:30 a.m. to 4:30 p.m.

**Farmers Market (Retail)**

Thursday and Saturday – 7:00 a.m. to 2:00 p.m.

**Flea and Farmers Market (Retail)**

Sunday - 7:00 a.m. to 2:00 p.m.

**Main Office**

Monday – Friday 8:00 a.m. to 4:30 p.m.

**WELCOME CENTER**

Thursday, Saturday and Sunday - 6:00 a.m. to 2:00p.m.

**THE AUTHORITY RESERVES THE RIGHT AT ANY TIME TO MODIFY THE DAYS AND/OR HOURS OF OPERATION OF THE MARKET AND THE LOCATION OF THE AUTHORITY'S OFFICES.**

1. The Wholesale Farmers Market shall be conducted and located in the B Aisle on Tuesday, Thursday and Saturdays. During the Wholesale Market any Licensee with a regular, assigned space in the B Aisle must be set up in that stall(s). If a Vendor does not have an assigned space in the B Aisle for that day, they must see the Market Manager, or his designee, to have one assigned, if available.

2. No person shall buy or sell on the Market except on designated Market days and during designated Market hours. All Wholesale Licensees must vacate their stall(s) no later than 7:00 a.m.

3. No merchandise can be left on the Market after closing and there is no overnight storage on the Retail Market. All Retail vendors must vacate their stall(s) no later than 4:00 p.m.

**SECTION V. PROHIBITION OF HARASSMENT**

1. The Authority strictly prohibits Vendors from committing harassment and/or any discriminatory practices, including, but not limited to, sexual harassment. Any harassment, whether verbal, physical or environmental, is unacceptable and will not be tolerated, whether it occurs on Authority property or away from Authority property. Any form of harassment of any Authority employee, applicant, intern (paid or unpaid), volunteer, customer, vendor, contractor, subcontractor, consultant or any other person providing services pursuant to a contract with the Authority will not be tolerated. The Authority prohibits Vendors from engaging in unlawful harassment and discrimination of any kind, including that based on race, creed, color, religion, national origin, sexual orientation, gender identity or expression, sex, disability, military status, familial status, marital status and domestic violence victim status.

2. **Any Vendor that violates this Section V will be subject to an immediate suspension of their License or Permit privileges until the**

**matter can be reviewed by the Authority's Board of Directors. The matter will be solely resolved by the determination of the Board of Directors which may include, but is not limited to, termination of the Vendor's License or Permit privileges.**

3. The following are some of the types of acts that may that are strictly prohibited by the Authority, but in no way is this intended to be an exhaustive list of conduct that is prohibited by the Authority:

- Unwanted physical contact such as touching, pinching, patting, grabbing, brushing against another person's body or poking another person's body as well as rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions such as requests for sexual favors accompanied by implied or overt threats concerning the victim's license, permit, job performance, evaluation, a promotion or other benefits or detriments, subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks, jokes or comments about a person's sexuality or sexual experience, which create a hostile environment.
- Sexual or discriminatory displays or publications anywhere on Authority property, such as: displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on cell phones and sharing such displays while on Authority property.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as: interfering with, destroying or damaging a person's stall, tools or equipment, or otherwise interfering with the individual's ability to conduct his or her business at the Authority; or bullying, yelling, name-calling.
- Sex stereotyping which occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.

4. Harassment is not limited to the Authority itself. Calls, texts, emails, and social media usage can constitute unlawful harassment, even if they occur away from Authority property.

5. If you feel you have been subject to sexual harassment, or any form of harassment, report it as outlined below and in the Authority's Sexual Harassment Policy, so the Authority can investigate and take any needed corrective action.

6. The Authority cannot prevent or remedy harassment unless it knows about it. Anyone who has been subjected to behavior that may constitute harassment is encouraged to report such behavior to the Authority's Executive Director. If the complaint pertains to the Authority's Executive Director, or the person complaining is not satisfied with how the matter is being handled, you may complain directly to President of the Authority's

Personnel Committee. Anyone who witnesses or becomes aware of potential instances of harassment should report such behavior.

7. The Authority's Sexual Harassment Policy includes Complaint Forms to be used when making a complaint of harassment. The Complaint Form attached to the Authority's Sexual Harassment Policy as **Appendix A** should be used when making a complaint of sexual harassment. Those who report sexual harassment on behalf of another should use the Complaint Form and note that it is on another person's behalf.

8. Anyone subject to any other form of harassment or discrimination, other than sexual harassment, should complete the Complaint Form attached as **Appendix B** to the Authority's Sexual Harassment Policy. Such other forms of harassment include, but are not limited to, harassment based on race, creed, color, religion, national origin, sexual orientation, gender identity, sex, disability, military status, marital status, and domestic violence victim status. Those who report sexual harassment on behalf of another should use the Complaint Form and note that it is on another person's behalf.

9. No Vendor shall be discriminated against or have its Permit or License revoked because the Vendor reasonably made a good faith report of an incident of sexual harassment, discrimination or any form of harassment, or provides information or otherwise assists in any investigation of such a complaint. The Authority does not tolerate retaliation against anyone who reasonably and in good faith complains or provides information about suspected sexual harassment, discrimination or other forms of harassment. Anyone who retaliates against anyone involved in such an investigation **will be subject to an immediate suspension of their License or Permit privileges until the matter can be reviewed by the Board of Directors. The matter will be solely resolved by the determination of the Board of Directors which may include, but is not limited to, termination of the Vendor's License or Permit privileges.**

10. Anyone who believes they have been subject to retaliation should inform the Authority's Executive Director. If the Authority's Executive Director is alleged to have retaliated or you're not satisfied with the Authority's Executive Director's response, you may complain directly to the President of the Authority's Personnel Committee.

## **SECTION VI. RULES FOR SELLING AND BUYING ON THE RETAIL SECTION OF THE MARKET**

1. No Person may sell on the Market, except from a regular Market space for which he, she or it has a currently valid License or Permit, as herein provided. In addition, any Person with an outstanding account with the Authority that has not brought such account current within three (3) days of written notice shall not be allowed to sell on the Market.

2. There shall be no sales of Products or Commodities by anyone outside the hours of operations of the Market. No buyer shall enter the Market grounds prior to the time the Market is open for business.
3. No Person is permitted, without a proper License or Permit, to sell or make deliveries to any Dealer, Wholesale Receiver, Commission Merchant or Jobber without paying a delivery fee, which fee shall be paid to the Authority or a duly authorized representative of the Authority before making a delivery anywhere in or on the Market Site. The amount of such fees shall be posted in the office of the Authority.
4. A current Licensee is not required to apply for a Permit to sell, rent and/or request additional space on an as-needed basis. Licensee will only be charged a daily fee per additional stall.
5. Any Vendor that does not have a signed License Agreement who wants to be a daily will be required to apply for a Permit to sell and MUST be approved before selling.
6. All Vendors must either have a signed License Agreement or a Permit to participate in the EBT and Debit Credit Program.
7. Farmers and Dealers may only sell New York State Products at wholesale. If a Farmer is selling pre-finished plants or plants from plugs, he or she shall have grown them for a minimum of thirty (30) days.
8. Only with the Authority's permission may live animals and birds be brought to the Market for sale and then only if confined in suitable crates or by other secure methods in accordance with rules of NYS Department of Ag & Markets.
9. All Vendors must comply with the directions and orders of the Manager, or the Manager's duly authorized representative, as to parking, loading, unloading on and in the Market. There will be no driving through customer walkways in sheds. All center stall Vendors are to utilize the side entry doors/man doors for loading and unloading as per Market Manager's instructions.
10. There will be no overnight storage, except on Friday afternoon to Saturday morning, from the first Friday of May through the last Friday of June. This is to eliminate congestion for Saturday morning. This can only be done by a license holder with a signed License Agreement, a signed "Friday Setup Agreement", a signed release form and a per/stall payment. Set up hours are from 2:30 p.m. – 5 p.m. only. There will be no selling on Fridays during set up.
11. For safety and economic reasons, there will be no electrical power supplied to any of the Retail Market sheds during non- market hours. Emergency and safety lighting will remain on as required.

12. Additional space in the Dealer category will only be available to those licensees having a Dealer License. The Dealer or a family member, business associate, representative, employee of the Dealer, may not license any stall under a Farmer or Commercial Category.

13. Farmers and Dealers may only license stall(s) under one category during each license period (e.g., cannot be a Farmer on Thursday and a Dealer on Saturday). This shall include any family member, business associate, representative or employee of the Farmers/Dealers.

14. All Licensees are required to carry Comprehensive General Liability Insurance with a combined single limit of not less than One Million and 00/00 Dollars (\$1,000,000). Such insurance policy shall specifically name "The Central New York Regional Market Authority as additional named insured." All insurance policies will expressly provide that the policy will not be canceled or modified without thirty (30) days prior written notice to the Authority. A copy of the applicable Insurance Certificate, and any other required certificate(s) must be filed with the Authority beforehand with the signing of their License Agreement or Permit.

15. All space licensed on the Market shall merely confer a privilege to the Licensee or Permit Holder to use or occupy certain space on the Market on a non-exclusive basis and without possession of any interest in such space. All Market space licensed shall be known as reserved Market space. Any space not licensed shall be known as unreserved Market space not to be saved from week to week.

16. The fee for licensing reserved Market space and unreserved space by the day shall be established by the Authority and said rates shall be posted in the office of the Authority.

17. Only Licensees and Permit holders that have a signed and approved Farmer's Market Wireless EBT (Electronic Benefits Transfer) Program Participation Agreement Form (Agreement Form) on file with the Authority will be allowed to accept EBT and/or Debit/Credit tokens. Only Licensees and Permit holders selling qualified Products listed on the Agreement Form will be permitted to accept EBT \$1 tokens. Any Licensee or Permit holder found to be in violation of this rule or the terms of the Agreement Form will immediately be removed from the program in addition to any other fines or punishments listed hereunder, including but not limited to a revocation of their License or Permit.

18. All Vendors that have a past due balance and are enrolled in the Token Program and wishes to redeem tokens will have those tokens applied to their past due balance first. If the amount of tokens redeemed exceeds the amount of the past due balance, then the difference will be issued to the Vendor in the form of a check.

19. Licensees shall not be permitted to sublicense all or any part of their licensed stall(s).

20. Stall sizes vary. The Authority does not guarantee any Licensee a specific size stall and/or stall location. Licensees must provide their own booth displays such as skirting, tables, etc. Vendors must stay within actual or Authority determined boundaries of each stall. The Authority specifically reserves the right, however, to modify, relocate and/or deny stall assignments.

21. Every Person, other than a license holder of reserved Market space during their license period, who wants to sell on the Retail Market, shall apply for a Permit and pay the required daily fee to the Market Manager, collector or designee before setting up. This shall be done at the Market office on the Retail Market no later than 6:30 a.m.

22. On Thursday, Saturday and Sunday, all Vendors must occupy their assigned stall(s) by 6:45 a.m. If for any reason, the Vendor cannot arrive by 6:45 a.m., the Market must be notified no later than 6:30 a.m. in order for the space to be held. If such notice is not provided, the stall(s) will be assigned on a daily basis to any approved applicant desiring to obtain a Permit for the same. For those Vendors that failed to notify the Market by 6:30 a.m., the Market Manager will offer alternative stall(s), if available, to a Vendor at time of arrival. However, the Market does not guarantee that such accommodations will be made. An existing Vendor desiring to license an unoccupied unreserved Market space must first obtain the approval of the Manager.

23. Licensing of reserved stalls and the renewal of Licenses for reserved stalls shall take place four (4) weeks prior to the License period through the first Market day into the current license periods. No more than one daily fee may be applied as payment for a License, and there will be no pro-rating of License Fees.

24. Licensing of reserved Market stalls will be from May 1 – October 31 for the Growing Season, November 1 – December 31 for the Holiday Season and January 1 – April 30 for the Winter Season. Thursday effective May 1 – November (the Thursday before Thanksgiving). Sunday Flea Market will be from May 1 – October 31 for the Summer Season, November 1 – April 30 for the Winter Season.

25. Spaces will be reserved in the B Line and C Shed each Sunday, May through October, for use by Farmers. The spaces may be licensed by Farmers on a daily basis, as space is available.

26. No smoking or the burning of any other materials (e.g., incense) is allowed inside any of the buildings in or on the Market.

27. No Person shall bring upon the Market Site and leave thereon refuse or garbage of any kind, including waste, fruit, vegetables, cardboard, boxes, pallets, etc. regardless of where accumulated or how contained. Flea

market merchandise and any type of packaging or any other refuse material, including tires may not be left on the Market Site. What you bring onto the Market Site less what you sell must be removed from the Market Site when you leave. The trashcans located on the retail Market are strictly for customers. Dumpsters located on the Market are strictly for the Authority's use or for its wholesale tenants. Anyone violating any provision of this section, will be assessed fines and penalties and may have their license suspended or terminated.

28. All Vendors are responsible to make sure that all of their employees know, understand and comply with the Market Rules & Regulations.

29. All Vendors of the Authority and their employees shall maintain their Licensed stall(s) and the other areas of the Market in a clean, orderly, well ventilated and sanitary condition, free of obstruction and designed to protect the businesses of other License holders of the Authority and/or to maintain the security of the Market as a whole. Licensees and their employees must abide by the directions and instructions of all Authority personnel designed to accomplish all of these purposes. No merchandise shall be displayed any higher than five (5) feet in the front five (5) feet of any side stall in the A, C, D, E and F sheds. All displays in the center stalls in the A, C and F sheds shall be no higher than seven (7) feet.

30. All Vendors and their employees on all Market days shall park their vehicles behind the blue line in parking lots along NBT Stadium Drive or behind the commission houses along the back edge of the truck court, except on Saturdays, when all Vendors and their employees must park on the gravel parking lots behind and to the east of the Commission Houses or in the swing lot (identified as licensee parking on map attached to the back page of the Licensee Handbook)

31. All Vendors and their employees shall respect all Authority property and personnel. Any Vendor who violates this rule will be subject to a suspension of their License or Permit privileges until the matter can be reviewed by the Board of Directors. The matter will be solely resolved by the determination of the Board of Directors which may include termination of License or Permit privileges.

32. No Person shall commit or maintain a Public Nuisance.

33. No Person shall make any public outcry, do hawking, use strobe lights, or give any musical or other entertainment for the purpose of drawing customers or to attract attention without prior approval from the Authority.

34. Boisterous or disorderly conduct (e.g., quarreling) anywhere on the Market is prohibited.

35. During the heating season, in the A, E, and F Shed buildings the overhead doors must be down by 7:00 a.m. and cannot be opened until 1:00



p.m. on Saturday and on Sunday overhead doors must be down by 7:00 a.m. and cannot be opened until 1:00 p.m.

36. All Vendors, including Farmers, Dealers and Wholesale Receivers, Commission Merchants and Jobbers and their employees shall be governed by and obey all rules and regulations in force by the Authority, and shall comply with all laws, ordinances, requirements and regulations of the Federal, State, County and City governments in the conduct of their business on the Market.

37. All Commission Merchants, Wholesale Receivers and Jobbers shall operate from the buildings of the Authority. There shall be no restriction on the origin of Products handled by Wholesale Receivers, Commission Merchants and Jobbers.

38. Prohibited Items: The Authority prohibits the sale of and/or restricts the display of any items, including but not limited to the following: (a) No food or drink items, prepared (ready for consumption) or otherwise, no coffee, may be offered for sale unless permission granted from the Authority. (b) No pornographic (pictures, adult tapes, magazines, etc.) materials. (c) No alcoholic beverages are permitted by Vendors, their employees or customers unless the Authority grants permission. (d) No fireworks or anything illegal of that nature will be allowed on the Market Site. (e) No stink bombs or poppers. (f) No harassing, discriminatory or otherwise inappropriate materials. (g) No lighted candles or other flammable materials, including heating devices. (h) No guns or firearms are allowed on the Market Site without prior permission from the Authority. (i) No Live animals may be offered for sale unless permission is granted from the Authority. (j) No selling of any counterfeit (forged, imitation, knock-offs, etc.) merchandise. The Authority will report any suspected violations to the proper authorities. Any person convicted of such offense shall forfeit their license privileges for the remainder of the license period.

39. Notice to Licensees Selling firearms. Any individual licensing space at the Market for the purpose of selling firearms will also be subject to the following rules: (a) No selling of CO2 cartridges, by themselves or with guns. (b) Absolutely no ammunition may be sold on the Market Site. (c) To the extent that a Licensee is required by any Federal, State and/or law or regulation to have a permit or license to sell firearms on the Market, a copy of that license or permit shall be filed with the Authority before selling may start. (d) The Authority is adopting a "zero tolerance" policy with respect to these rules. Any violation will result in an immediate termination of the vendor's license privileges on the Market.

40. All applicable Rules and Regulations must be strictly adhered to when selling at and on the Market, including but not limited to the following: (a) All Vendors may be subjected to a seasonal inspection for the determination of proper license category or acceptance of certain customer benefits or coupons. (b) Vendors selling taxable items must display a valid NYS Certificate of Authority and provide the Authority with a copy before selling privileges

may commence. (c) Vendors selling nursery and greenhouse crops must have a valid NYS Nursery license and provide the Authority with a copy before selling privileges may commence. (d) Vendors selling processed foods, prepared foods, and other perishable items shall do so in compliance with the requirements of the Onondaga County Health Department and the New York State Department of Agriculture & Markets and provide the Authority with a copy of the appropriate license before selling privileges may commence. (e) Vendors selling by weight must have scales currently approved by the County Department of Weights and Measures. (f) Vendors selling by volume must use standard size containers, such as pint, quart, etc. (g) Vendors selling wine must display a valid NYS Winery License and provide the Authority with a copy before selling privileges may commence. (h) All prepackaged items, such as baked goods, must be labeled in accordance with NYS labeling requirement. (i) All Farmers must submit a crop plan at the beginning of each license period. Any of the above Certificates or Licenses must be on file with the Authority before a License Agreement can be signed.

41. All goods offered for sale by weight must be weighed in full view of the purchasers.

42. No animals, except those for sale, shall be permitted on the Retail Market.

43. No Person shall distribute, scatter about, or post on the Market any advertising pamphlets, cards, handbill, or other printed matter without the consent of the Market Manager. It is the policy of the Authority to require any political candidate for public office and/or any other "handbiller" to report to the Market Manager to state his or her purpose. The Market Manager will then assign (if available) a stall to the candidate or "handbiller", which will be made available to the person/group, provided that person/ group is a properly established and legally recognized not-for-profit organization or current political candidate for public office. The not-for-profit organization will need to provide the Authority with liability insurance and any other applicable certificates as any other Licensee on the Market.

44. The Retail Market, as well as all areas within twenty-five (25) feet thereof, shall be considered a "Tobacco Free Zone". This means there shall be no use of any tobacco product in any portion of the Retail Market, including walkways and the B- Aisle. This rule shall apply to all Vendors, their employees, customers, tenants and employees of the Authority (please see Map).

## **SECTION VII. WHAT MAY BE SOLD ON THE FARMER'S MARKET** **SECTION OF THE MARKET**

1. All Products, Commodities or Prepared Foods sold shall conform to such sanitary requirements for such Products, Commodities or Prepared Foods as are provided by federal, State of New York, City of Syracuse, New York and

Onondaga County statutes, laws, rules, regulations and ordinances.

### **SECTION VIII. PRICE AGREEMENTS**

1. No buyer or seller on the Market shall enter into any price agreement, or join any organization for the purpose of raising, lowering or fixing abnormal or artificial prices of Products, Commodities, Commercial items or Prepared Foods on the Market, or for the purpose of keeping Products off the Market. No Person shall assist others in any way to accomplish this purpose.

### **SECTION IX. PREPARED FOOD VENDORS**

1. All Food Vendors will be placed in a designated selling area with sufficient space for lines to form. This area to be solely determined by the Market Manager or his/her designated representative.

2. All Food Vendors are required to license two stalls to accommodate customer lines. If necessary, the second stall may need to be left empty under direction of the Market Manager for lines to form.

3. All displays, equipment, menus, must be approved by the Market Manager prior to setting up, also including any changes that must be submitted in writing for approval.

4. There will be no exclusivity for any food items. Food Licensees will be placed according to availability of space.

5. All Food Vendors and their employees must remain in their designated selling area while conducting business. Failure to comply may result in fines and/or the suspension or loss of selling privileges.

6. All Food Vendors must be in compliance with Onondaga County Board of Health regulations. All Food Vendors must provide the Authority with a valid Certificate of Authority and Onondaga County Food Permit and a NYS Tax ID number.

7. All Food Vendors will be provided with two (2) 20 amp services. If a Food Vendor needs additional power, then that Food Vendor will be responsible to pay a one-time charge for the entire cost of providing the extra service, in addition to a \$100.00 fee per 20 amp service for each license period.

8. The use of propane must be approved by the Authority and be licensed by the Syracuse Fire Department. All propane tanks are to be properly secured by a tank collar or placed inside a container so they cannot tip over, be pushed over or moved out of position to the satisfaction of the Market Manager. All propane hoses or piping needs to be in good condition. All piping needs to be properly supported and hoses shall not create a trip hazard.

9. Food Vendors are required to have a fire extinguisher with proof that it has been properly certified within the past year. Certifications older than one (1) year are invalid. Extinguishers need to be located within easy access.

Fire extinguisher minimum size is 10 BC or larger.

10. Food Vendors will be allowed to operate from Authority-built sheds only.

11. There shall be **no** food or food products stored in the food sheds, except on Saturday night to Sunday morning. No tables or other storage is allowed in the food sheds, other than equipment used for the operations related to the food shed license. All Food Vendors that have a Thursday license must set up and break down on the same day.

12. Food Vendors operating out of Authority-built sheds will be responsible for cleaning inside, outside and around the shed to the satisfaction of the Market Manager. A general clean-out of the food shed shall be performed at the end of the last selling day of the Growers (October) and Winter (April) seasons.

13. All Food Vendors are required to take all their trash with them, including but not limited to, boxes, packaging and food waste.

14. All waste water from cooking or otherwise needs to go into a holding tank and not dumped anywhere on the Market Site. Wastewater from beverage coolers will be allowed to be dumped in storm drains with arrangements made with the Market Manager.

15. There will be no daily Food Vendors allowed.

16. There will be no food shed(s) in the "A", "E" or "F" shed without prior Board approval, except under the overhangs in the "E" shed.

17. **PENALTIES:** (a) First offense – written warning and one (1) day suspension. (b) Second offense – termination of License for the remainder of the applicable license period. However, this paragraph shall not apply to alleged violations of Section V, Prohibition of Harassment. Violations of Section V may result in **immediate suspension** of a Vendor's License or Permit and may result in termination of a Vendor's License or Permit. For the avoidance of doubt, the Authority is not required to provide Vendors who have violated Section V, Prohibition on Harassment, with a written warning, prior to either suspending or terminating the Vendor's License or Permit.

## **SECTION SECTION X. TRAFFIC REGULATIONS OF THE CENTRAL NEW YORK REGIONAL MARKET AUTHORITY**

1. Definitions. Wherever in these rules and regulations a word or phrase is used which is defined in the Vehicle and Traffic Law of the State of New York, such word or phrase shall be deemed to mean the same as therein defined, unless otherwise expressly indicated.

2. Speed Regulations. No Person operating a motor vehicle upon the property of the Authority shall operate the same at a rate of speed in excess of fifteen(15) miles per hour.

3. Every Person operating a vehicle, tow motor or motorized material handling equipment upon the property of the Authority shall drive

such vehicle, tow motor or motorized material handling equipment in a careful and prudent manner so as not to endanger the property of another or the life or limb of any person. No one without a driver's license shall be allowed to operate any motorized vehicle or equipment anywhere on the Market Site.

4. Drivers of vehicles, tow motors or other motorized material handling equipment must at all times strictly comply with all traffic signs, either marked on the pavement, erected on standards, or placed on buildings. They must also strictly comply with the directions and orders of the Market Manager or his/her duly authorized representatives, as to entering and departing from the Market, stopping, starting and standing thereon, as to the direction or route when entering, leaving or moving about on the Market, as to parking when buying, as to the parking for loading or unloading vehicles.

5. During Market hours no person shall in any way obstruct the Market Site driveways and traffic lanes. No Person shall park his/her vehicle or cause such vehicle to remain on the Market Site during Market hours except while he is transacting business on the Market in a designated selling area. No Person shall park any vehicle or cause such vehicle to remain on the Market Site after Market hours or overnight.

6. Any Person violating any provision of the above Section IX shall have their license privileges suspended and/or terminated.

7. In addition to Rule #3 above, during Market hours, any tow motor or other motorized material handling equipment being operated anywhere on the Market Site must have proper lights that are in good working condition, to include, but not limited to, an emergency revolving light, a front light, and a rear light. No tow motor or motorized material handling equipment will be allowed on the Retail Market between the hours of 7:00 a.m. – 1:00 p.m. on Thursdays and Saturdays; 7:00 a.m. – 2:00 p.m. on Sundays. Failure to comply will result in loss of privilege to use tow motors or motorized material handling equipment on the Retail Market anytime and may result in the suspension or termination of their license privileges.

## **SECTION XI. TRAFFIC MAP**

1. The Authority shall have the right to change the location of streets, driveways, parking and no-parking areas, traffic directions, signs, keep-right signs, no parking signs, one way drives, speed limit signs, etc. on the Market grounds (see attached map).

## **SECTION XII. FINES AND PENALTIES**

1. Any violation of the written Rules and Regulations will result in the following penalties except as otherwise provided herein: (a) First offense - written warning. Written warnings will expires after two (2) calendar years. (b) Second offense \$100.00 fine, which shall be due within three (3) days after being imposed. Failure to make payment within a three (3) day period shall

result in the suspension of the Person's license and selling privileges. (c) Third offense - \$250.00 fine and a one (1) day suspension from selling on the Retail Market. Failure to make payment within a three (3) day period shall result in the suspension of the Person's license and selling privileges will be withdrawn. (d) Fourth offense - Revocation of License for the remainder of the License period. (e) Any License holder who has their License revoked for failure to pay any fine or for any other reason may not be assigned the same stall(s) for any future applicable license periods. The Market Manager may offer alternative stall(s) as available. Special requirements may be attached to future licenses as it applies to payments, or other activities allowed in the license. (f) Any Licensee who violates any of these Rules & Regulations in an egregious and/or persistent manner will result in a temporary suspension of the Person's license until the matter can be reviewed by the Board of Directors. The matter will be solely resolved by the determination of the Board of Directors, which resolution may include the revocation of the Person's License.

2. However, this Section XII shall not apply to alleged violations of Section V, Prohibition of Harassment. Violations of Section V may result in **immediate suspension** of a Vendor's License or Permit and may result in termination of a Vendor's License or Permit. For the avoidance of doubt, the Authority is not required to provide Vendors who have violated Section V, Prohibition on Harassment, with any warning, and/or fine prior to either suspending or terminating the Vendor's License or Permit

### **SECTION XIII. GRIEVANCE PROCEDURE**

1. The Market Manager will notify Licensees of any Rules and Regulations violations and the consequences appropriate to the violation, including warnings, fines and suspension/termination of the Vendor's right to sell on the Market. Any fines levied against a Licensee must be paid in full in accordance with Section XI above. Until the full amount of a Vendor's fine is paid, the Vendor's or the Permit holder's selling privileges on the Market and the Vendor's right of appeal set forth below will be suspended.

2. Any Vendor of the Authority who has a complaint concerning the applicability and/or the administration of the foregoing Rules and Regulations and/or the disciplinary action imposed may, within five (5) business days of the time he or she became aware of the occurrence or the cause of the complaint, submit his or her complaint, and the relief sought, in writing, to the Market Manager, for consideration. The Executive Director will review the complaint and respond within ten (10) business days to the complaint. If the licensee has further complaint, he or she may put the continued complaint, along with determination of the Executive Director, in writing addressed to the Board President. The Board President will review the complaint and the Executive Director's response and determine if the issue should be brought to the attention of the Board of Directors at the next regularly scheduled meeting, or let the decision of the Executive Director stand.

3. Aside from complaints made under Section V, Prohibition on

Harassment, any Vendor of the Authority who has a complaint concerning another Vendor must address that complaint in writing to the Market Manager. To eliminate frivolous complaints, a \$50.00 deposit, as a show of good faith, must accompany all complaints. The Market Manager will thoroughly investigate the complaint and if it is determined to be legitimate, the Vendor will be reimbursed his or her \$50.00 and shall be granted all or that portion of the relief sought determined by the Market Manager to be fair and reasonable. If, however, the Market Manager determines the complaint to be without foundation or to be frivolous, the Vendor agrees to forfeit the \$50.00 to the Authority's Operating funds and the complaint will be dismissed. Decisions of the Market Manager will be final.

4. Any complaint or appeal not filed within the time frames established above shall be settled on the basis of the last answer given thus finally disposing of the complaint. A Licensee's or Permit holder's suspension for any reason shall not extend any of the established time frames. Note: Any reference to the word "he" or "his" in these Rules and Regulations shall also mean "she" or "her".

## **VENDOR CATEGORIES**

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**Farmer** – shall mean any person who, as principal or agent, is actually engaged in the business of growing, raising and/or making *Products*, and selling only those products grown or produced themselves.

**Dealer** – shall mean any person who buys New York State and Out of State products and commodities for resale on the *Market*.

**Commercial** - shall mean any person selling only non-consumable items on the Saturday/Thursday Farmers Market.

**Prepared Food Vendor** – shall mean any person selling prepared food for consumption on the *Market*.

**Flea Market Vendor** – shall mean any person selling only non-consumable items on the Sunday Flea Market.

*Products* – shall mean any and all fruits, vegetables, poultry, meats and meat products, eggs, general dairy products, plants, cut flowers, pets, food products and/or crafts, ice products, grown, raised and/or made in New York State only.

*Market* – shall mean the Regional Market owned and operated by the Central New York Regional Market Authority in Syracuse, New York.

*Commodities* – shall mean any and all fruits, vegetables, nursery products, plants, cut flowers, herbs and fish, grown, raised, made and/or processed outside of New York State.

## **FEES**

### **Daily Vendors:**

All daily vendors are required to call the Market office in advance to have their name placed on a waiting list. Calls can be made Monday-Thursday the week that you are looking to vend.

### **License**

**Growers** (Saturday/Thursday Farmers Market), **Summer** (Flea Market) 6 month license/  
May 1<sup>st</sup>- October 31<sup>st</sup>:

The Basic Rent provided for under the terms of this License Agreement shall be payable as follows:

- a) 1/3 of Balance upon the execution and delivery of this License Agreement
- b) 1/3 of Balance on or before the first Market of July;
- c) 1/3 of Balance on or before the first Market of September.



**Holiday Season** (Saturday Farmers Market) 2 month license/Nov. 1<sup>st</sup> – Dec. 31<sup>st</sup>:

The Basic Rent provided for under the terms of this License Agreement shall be payable as follows:

- a) 1/2 of Balance upon the execution and delivery of this License Agreement
- b) 1/2 of Balance on or before the first Market of December.

**Winter Season** (Saturday Farmers Market) 4 month license/Jan 1<sup>st</sup> – April 30<sup>th</sup>:

The Basic Rent provided for under the terms of this License Agreement shall be payable as follows:

- a) 1/3 of Balance upon the execution and delivery of this License Agreement
- b) 1/3 of Balance on or before the first Market of February;
- c) 1/3 of Balance on or before the first Market of March.

**Winter Season** (Sunday Flea Market) 6 month license/Nov. 1<sup>st</sup> – April 30<sup>th</sup>:

The Basic Rent provided for under the terms of this License Agreement shall be payable as follows:

- a) 1/3 of Balance upon the execution and delivery of this License Agreement
- b) 1/3 of Balance on or before the first Market in January;
- c) 1/3 of Balance on or before the first Market in March.

**PERMITS/LICENSES/CERTIFICATES**

All Vendors must have General Liability Insurance, regardless of the items they are selling.

**Fresh Produce** – No permits, licenses or certificates required, if raw, uncut and unprocessed.

**Plant Sales** – only one nursery license is required and must be posted in public view at the time of sale.

- NYS Department of Agriculture & Markets Nursery Growers License, if engaged in the production of plant material intended for sale. A nursery grower is also permitted to purchase and resell plant material under this same license.
- NYS Department of Agriculture & Markets Nursery Dealers License, if purchasing and reselling plant material only and the vendor is not involved in any growing of potted plant material
- Valid NYS Sales Tax Certificate

**Eggs** – No permits licenses or certificates required, for cleaned shell eggs maintained at 45 degrees F or less

**Honey, Maple Syrup** – No permits licenses or certificates required, if single ingredient products.

- Article 20C License from NYS Dept. of Agriculture & Markets, if additional ingredients are added to the products; i.e. maple mustard, maple cotton candy, etc.

**Baked Goods** –

- 20C Exemption from the NYS Department Agriculture & Markets if home baked, non-hazardous; i.e. bread, rolls, cookies, cakes, brownies, fudge & double crust fruit pies. (Quickbreads are considered potentially hazardous and cannot be done under 20C Exemptions.)
- Article 20C License from NYS Dept. of Agriculture & Markets on all other baked products provided the business does 51% of its sales at wholesale. (Requires a separate, commercial kitchen.)
- All other baked goods must come from a licensed NYS Department of Health facility.

**Cider/Fruit Juice** –

- Article 20C License from NYS Department of Agriculture & Markets fro manufacturers/bottles.
- All cider and fruit juices must be pasteurized or UV treated.

**New State Wines** –

- Farm Winery Permit, issued by the NYS Liquor Authority
- Valid NYS Sales Tax Certificate

**Processed Foods** –

- 20C Exemption from NYS Dept. of Agriculture & Markets, for non-hazardous foods only, including traditional jams, jellies and marmalades; candy (excluding chocolate); spices and herbs (repackaging only); and snack items such as popcorn, caramel corn and peanut brittle.
- Article 20C License from NYS Dept. of Agriculture & Markets, prepackage and labeled in accordance with NYS Food Labeling Law: Identity of food package form; name of manufacturer, packer or distributor; place of business; ingredient declaration in descending order of predominance by weight; and net quantity of contents.
- County Board of Health Permit if processing is on-site; i.e. cutting of baked goods to be sold by the piece, slicing of cheese to be sold by the pound; cooking and selling ready-to-eat foods
- Home processing of canned fruits and vegetables is not permitted. All canned fruits and vegetables must be done under 20C License and registered with the Federal government as a food processor.

- Article 20C License from NYS Dept. of Agriculture & Markets is required for dehydrating herbs and spices or for the blending of any spices for repackaging.

**Meats – only one license is required. No cutting, grinding or processing is permitted at the market level**

**Beef –**

- USDA slaughtered, as evidenced by package stamp
- No license is required if sold frozen and maintained at 0 degrees or colder
- Article 28 License from NYS Dept. of Agriculture & Markets, if sold fresh. Must be maintained at 40 degrees F.

**Chicken –**

- No license required if NYS Article 5A exempt
- No license required if USDA slaughtered and sold frozen
- Article 28 License from NYS Dept. of Agriculture & Markets, if sold fresh, and maintained at 41 degrees F.
- Article 5A license from NYS Dept. of Agriculture and Markets, is a slaughterhouse and a retailer.

**Exotic Meat -**

- Slaughtered under Article 5A license from NYS Dept. of Agriculture & Markets
- No license required if sold frozen and maintained at 0 degrees or colder
- Article 28 License from NYS Dept. of Agriculture & Markets, if sold fresh, and maintained at 40 degrees F., if not licensed under Article 5A

**Processed Meats –**

- Article 20C license from the NYS Dept. of Agriculture & Markets

**Fish –**

- No permit, license or certificate is required if a freshwater fisherman is selling only whole, non-protected species.
- Article 20C License from NYS Dept. of Agriculture & Market if fish pan- ready
- NYS DEC hatchery permit required if re-selling any protected freshwater species
- NYS DEC permit required if re-selling any protected freshwater species
- NYS DEC Food Fish License to catch and sell marine fish
- NYS DEC Food Fish and Crustacean Dealers & Shippers License to resell marine fish purchased from a licensed fisherman

**Dairy** –

**Cheese & Other Dairy Products (such as yogurt, butter, sour cream) –**

- For producers, Part II Permit, issued by the NYS Dept. of Agriculture & Markets Division of Milk Control and Dairy Services.
- If cut and wrap cheese, need Part II Permit issued by Division of Milk Control and Dairy Services unless part of a food establishment regulated by Division of Food Safety, in which case just need Article 20C License

**Milk and Fluid Milk Products (such as 2%, 1% and non-fat milk) –**

- Milk must be pasteurized
- Producer must have Part II Permit issued by Division of Milk Control and Dairy Services
- Producer and any distributor must have a Milk Dealers license issued by Division of Milk and Control and Dairy services unless amount handled is less than 3000 pounds per month

**Grains and Legumes –**

- No permits, licenses or certificates are required

**Fresh cut/Dried Flowers –**

- Valid NYS Sales Tax Permit

**Crafts –**

- Valid NYS Sales Tax Permit

**Flea Market Vendor**

- Valid NYS Sales Tax Permit



Everything contained within the perimeter of the yellow line is considered the Retail Market





MARKET DINER

MARKET OFFICE

BANK

MARKET COMMONS

SCALE

BUDAY'S

SERVICE CENTER

TOW MOTOR 1

BLDG 1

A

B

C

D

E

F

TOW MOTOR 2

BLDG 3

BLDG 2

TRUCK COURT

WENDY'S

DRYWAY TO HAWAIIA

VENDOR PARKING

VENDOR PARKING

VENDOR PARKING

BLDG 4

**NOTES:** \_\_\_\_\_