

Syracuse Eastside Farmers Market

2017 Vendor Handbook



Westcott Community Center
826 Euclid Avenue
Syracuse, NY 13210
Tel.: (315) 478-8634
Fax: (315) 701-0303
www.westcottcc.org

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**MARKET
INFORMATION**

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826 Euclid Avenue
Syracuse, NY 13210
Email: info@westcottcc.org

Web: www.westcottcc.org

Phone Number: (315) 478-8634
Fax Number: (315) 701-0303

**Syracuse Eastside Farmers
Market Hours:**

Wednesday:

June 7 - October 25 2pm-6pm

Administrative Hours:

Monday-Friday 9am-4:30pm

STATE AGENCY CONTACT INFORMATION

Onondaga County Health Dept.

421 Montgomery St.
Syracuse, NY 13202
(315) 435-3244

NYS Dept. of Agriculture & Markets Bureau of Weights and Measures

10B Airline Dr.
Albany, NY 12235
(518) 457-3146

NYS Dept. of Agriculture & Markets Plant Industry Division

10B Airline Dr.
Albany, NY 12235
(518) 457-2087

NYS Dept. Of Agriculture & Markets Food Safety & Inspection Division

NYS Fairgrounds-Art & Home Center
581 State Fair Blvd.
Syracuse, NY 13209
(315) 487-0852

NYS Dept. of Agriculture & Markets Milk Control & Dairy Services Division

10B Airline Dr.
Albany, NY 12235
(518) 457-1772

NYS Dept. of Agriculture & Markets Farmers Market Nutrition Program

10B Airline Dr.
Albany, NY 12235
(518) 457-7076

NYS Dept. of Agriculture & Markets Pride of NY Program

10B Airline Dr.
Albany, NY 12235
1-800-554-4501

NYS Dept. of Taxation & Finance

(518)485-2889
1-800-698-2909

Syracuse Fire Dept.

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

NYS Farmers' Direct Marketing Assoc.

5318 Fox Rd.
Farmington, NY 14425
(315) 986-9320

RULES & REGULATIONS

SECTION I. DEFINITIONS

1. “Authority” shall mean the Westcott Community Center Executive Director.
2. “City” shall mean the City of Syracuse.
3. “Crop Plan” shall mean a plan submitted by the Farmer, to include what crops are grown and the amount of acreage of each crop.
4. “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 with the Authority for any reason, including but not limited to, owing money to the Authority.
5. “Farmer” shall mean any Person who, as principal or agent, is actually engaged in the business of growing, raising and/or making Products.
6. “License” shall mean the privilege or permission given by the Authority to a Person authorizing that Person to enter upon and use or occupy, on a non-exclusive basis, a portion of the Market Site for a special purpose.
7. “Licensee” shall mean a Person holding a current License granted by the Authority.
8. “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.
9. “Market” shall mean the Syracuse Eastside Farmers Market owned and operated by the Westcott Community Center Market Authority in Syracuse, New York.
10. “Market Site” shall mean all property rented by the Westcott Community Center in the City of Syracuse at 826 Euclid Avenue which includes the “Market”.
11. “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.

12. “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.
13. “Public Nuisance” shall mean unlawfully doing an act or omitting to perform a duty which act or omission offends public decency, including 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.
14. “Retail Market” shall mean those areas of the Market referred to as, Parking Lots and Courtyard, including any and all walkways and driveways connecting them.
15. “Vendor” shall be a general term applied to anyone who is permitted to sell or distribute on the Market pursuant to a current License.

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 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 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 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 as a penalty for the violation of any prohibitions of these Rules or Regulations by any licensee or that Person's agent.
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 PERIOD

1. The Market shall be open five (5) 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:

Wednesday – 2:00 p.m. to 6:00 p.m.

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

2. The Farmers Market shall be conducted and located in the Euclid Avenue (and if needed - Westcott Street) Parking Lot(s). During the Farmers Market any Licensee with a regular, assigned space in the Parking Lot must be set up in that space(s). If a Vendor does not have an assigned space in the Parking Lot for that day, they must see the Market Manager, or her designee, to have one assigned, if available.
3. No person shall buy or sell on the Market except on designated Market days and during designated Market hours.
4. 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 6:15 p.m.

SECTION V. 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 which he, she or it has currently duly licensed, as herein provided.
2. There shall be no sales of Products 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. Farmers 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.
4. All Licensees 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. There will be no overnight storage.
5. For safety and economic reasons, there will be no electrical power supplied to any of the Retail Market. Emergency and safety lighting will remain on as required.
6. Farmers may only license space(s) under one category during each license period. This shall include any family member, business associate, representative or employee of the Farmers.
7. 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 "Westcott Community Center" and the "City of Syracuse" as additional named insureds." 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 must be filed with the Authority beforehand with the signing of their License Agreement.

8. All space licensed on the Market shall merely confer a privilege to the Licensee 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.
9. The fee for licensing reserved Market space and unreserved space by the day shall be established by the Authority.
10. Only Licensees 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 selling qualified products listed on the Agreement Form will be permitted to accept EBT \$1 tokens. Any Licensee 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.
11. Licensees shall not be permitted to sublicense all or any part of their licensed space(s).
12. Space(s): Space sizes vary. The Authority does not guarantee any Licensee a specific size space and/or location. Licensees must provide their own booth displays such as skirting, tables, etc. Licensees must stay within actual or Authority determined boundaries of each space. The Authority specifically reserves the right, however, to modify, relocate and/or deny stall assignments.
13. Every person, other than a license holder of reserved Market space during their license period, who wants to sell on the Retail Market, shall 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 10:00 a.m.
14. On Wednesday, all license holders must occupy their assigned stall(s) by 1:45 p.m. If for any reason, the license holder cannot arrive by 1:45 p.m., the Market must be notified no later than 10:00 a.m. in order for the space to be held. If such notice is not provided, space(s) will be assigned on a daily basis to any **approved** applicant desiring to license the same. For those Licensees that failed to notify the Market by 10:00 a.m., the Market Manager will offer alternative stall(s), if available, to a license holder at time of arrival. However, the Market does not guarantee that such accommodations will be made. An existing Licensee desiring to license an unoccupied unreserved Market space must first obtain the approval of the Manager.
15. Licensing of reserved spaces and the renewal of licenses for reserved spaces shall take place four (4) weeks prior to license period through the first Market day into the current license periods. No more than one daily fee may be applied as payment to a license, and there will be no pro-

rating of licenses.

16. Licensing of reserved Market spaces will be from June 1 – October 31 for the Growing Season and November 1 – December 31 for the Holiday Season. No smoking or the burning of any other materials (e.g., incense) is allowed on the Market.
17. 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. 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. Anyone violating any provision of this section, will be assessed fines and penalties and may have their license suspended or terminated.
18. Licensees of the Authority and their employees shall maintain their licensed space(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.
19. Licensees and their employees shall respect all Authority property and personnel. Any license holder who violates this rule will be subject to a suspension of their License privileges until the matter can be reviewed by the Executive Director. The matter will be solely resolved by the determination of the Executive Director which may include termination of License privileges.
20. No Person shall commit or maintain a Public Nuisance.
21. 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.
22. Boisterous or disorderly conduct (e.g., quarreling) anywhere on the Market is prohibited.
23. All license holders, including Farmers 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.
24. 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, etc.) materials.

- (c) No alcoholic beverages are permitted by Licensees, 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 racist 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.
25. All applicable regulations must be strictly adhered to when selling at and on the Market, including but not limited to the following:
- (a) All Licensees may be subjected to a seasonal inspection for the termination of proper license category or acceptance of certain customer benefits or coupons.
 - (b) Licensees selling nursery and greenhouse crops must have a valid NYS Nursery license and provide the Authority with a copy before selling privileges may commence.
 - (c) Licensees 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.
 - (d) Licensees selling by weight must have scales currently approved by the County Department of Weights and Measures.
 - (e) Licensees selling by volume must use standard size containers, such as pint, quart, etc.
 - (f) Licensees selling wine must display a valid NYS Winery License and provide the Authority with a copy before selling privileges may commence.
 - (g) All prepackaged items, such as baked goods, must be labeled in accordance with NYS labeling requirement.

- (h) 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.

- 26. All goods offered for sale by weight must be weighed in full view of the purchasers.
- 27. No animals, except those for sale, shall be permitted on the Retail Market.
- 28. On Wednesday, Licensees are not allowed on the Retail Market before 1:00 p.m. and no merchandise shall be left on the Market after 6:00 p.m.
- 40. 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 candidate and 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 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.

- 41. 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. This rule shall apply to all Licensees, customers, and employees of the Authority.

SECTION VI. WHAT MAY BE SOLD ON THE FARMER’S MARKET SECTION OF THE MARKET

- 1. All Products or Prepared Foods sold shall conform to such sanitary requirements for such Products 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 VII. 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, 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 VIII. TRAFFIC REGULATIONS OF WESTCOTT COMMUNITY CENTER

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 2:00 p.m. – 6:00 p.m. 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 IX. FINES AND PENALTIES

2. 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.

SECTION X. 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 Licensee'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 Licensee's fine is paid, the Licensee's selling privileges on the Market and the

Licensee's right of appeal set forth below will be suspended.

2. Any licensee 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. Any licensee of the Authority who has a complaint concerning another licensee 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 licensee 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 licensee 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 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

Farmer – shall mean any person who, as principal or agent, is actually engaged in the business of growing, raising and/or making *Products*.

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

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

Market – shall mean the Syracuse Eastside Farmers Market owned and operated by the Westcott Community Center in Syracuse, New York.

FEES

Daily Vendors:

All daily vendors are required to call the Market office in advance to have their name placed on a waiting list.

Licenses

Growers (Wednesday Farmers Market), **Summer** 5 month license June 1st – October 31st:

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 July 1st;

Holiday Season (Wednesday Farmers Market) 2 month license/Nov. 1st – Dec. 31st:

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** December 1st

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. (Quick breads 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 from manufacturers/bottles.
- All cider and fruit juices must be pasteurized or UV treated.

New York 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.

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

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