



# Howland Farmers Market

## 2023 Policy Book

### **I. Vision**

The Howland Township Trustees envision a year-round marketplace that serves as the hub of the local food community. Our market provides a bounty of farm-fresh fruits and vegetables grown by local or regional growers, value-added food made locally, and a selection of non-food items. Our market strives to meet the economic goals of participating vendors, the health needs of the local community, and long-term sustainability of the land by creating a successful and sustainable market.

### **II. Value Statements**

1. Bring a variety of fresh locally-grown or locally-produced foods to the community.
2. Support a local food economy.
3. Promote sustainable agriculture.
4. Enhance local food literacy.
5. Celebrate the cultural flavors of the Mahoning Valley.
6. Create an enjoyable community experience.
7. Improve access to fresh and healthy foods.

### **III. Eligibility**

The Howland Farmers Market (HFM) accepts businesses that abide by our producer-only and regional sourcing requirements and that meet our standards of quality, sustainability, and appropriateness for our farmers market.

#### **Producer-only requirement**

To maintain a quality market with the freshest produce, the HFM will accept producer only vendors considered regional (Northeast Ohio and Western Pennsylvania) that represent farmers and growers, their family members, partners, employees, or co-op group-members.

#### **Regional Requirement**

HFM works to support the sustainability of agriculture and local producers to improve our community's quality of life and strengthen our region. Participation in the market is only for regional farmers who sell what they grow, raise, or produce on their farm and for local producers who make product featuring regional agricultural products.

### Sourcing Verification

HFM is committed to verifying that products sold at our market are regional in origin. All farms are subject to a farm visit to ensure they are growing/raising what they sell. All producers must make every effort to source as many ingredients regionally as is feasible.

### Product Eligibility

Eligible categories at the HFM must fall within one of the categories listed below. Products not specifically listed will be reviewed on a case-by-case basis and admitted at the discretion of the Market Manager. All products sold must be reviewed and approved by the Market Manager. If a farmer or producer would like to add a product to their offering during the season, they must inform the Market Manager and have the product approved to sell.

### **Product Descriptions**

- **Baker** - A baker makes freshly baked goods from scratch using seasonal ingredients from the region as much as possible. No commercial mixes permitted.
- **Canned or Frozen Fruits or Vegetables** - Canned or frozen fruits or vegetables should be from the farmer's own produce. If processed off-farm, the farmer or producer must supply the contact information for the facility where the produce is processed.
- **Community Organizations** - Limited space may be allocated to community organizations that contribute to the community's environmental, social, or cultural health. We will not permit the promotion of specific political causes, including the signing of petitions or letters of support. The purpose of the market is to build community. The Market Manager will have complete discretion on which non-profit groups may participate at the market and to what extent. Items offered for sale should fall within an eligible product category.
- **Community Supported Agriculture (CSA)** - If you plan on using the HFM as a pick up site for your CSA, you must inform the HFM when you apply at the start of the season. The producer only rule applies to the CSA's at the market.
- **Coffee Roasters** - HFM distinguishes coffee production as an entity exclusive to itself, exempt from the locally grown restrictions, as coffee is a non-native crop in the region. Coffee products must be roasted locally.
- **Condiments and Sauces** - Condiments and sauces should be made with as many locally-sourced ingredients as possible. Condiments and sauces need to be made in an approved facility.
- **Dairy** - Fresh milk, cream, or buttermilk must be from the farmer's herd. Cheese and butter must be made from dairy purchased by the producer from a regional farm or co-op. The producer must supply contact information for the facility where the product is processed.
- **Dried Fruits and Vegetables** - Dried fruits and vegetables must be from the farmer's produce. If the crop is dried off the farm, the farmer must supply contact information for the facility where it is dried.

- **Eggs** - Eggs must be from the farmer's fowl.
- **Flowers, Plants, and Trees** - Flowers, plants, bedding plants, and trees must be from the farmer's own farm or greenhouse.
- **Food Concessions** - These are ready-to-eat foods prepared partially or entirely at the market. Process and equipment must meet all Trumbull County Combined Health District standards. Preference will be given to concessionaires who use regionally-sourced ingredients. Any permits or licenses must be obtained, and copies submitted to the HFM upon making application. The vendor is strongly encouraged to minimize the amount of trash created and to use compostable cutlery and plates rather than Styrofoam.
- **Frozen Non-dairy Products** - A farmer or producer can make frozen non-dairy products. Every effort must be taken to source as many ingredients regionally as is feasible. No commercial mixes may be used.
- **Grains and Grain Products** - Locally grown grains may be sold at the market. If the grains are not milled on site, the farmer must supply contact information for the business that is milling the grains. Granola, baking mixes, meal, and flour prepared by the farmer or producer must be made from fresh and regional produce when available. No commercial mixes may be used or sold.
- **Honey** - Honey must be from the farmer's hives, but may be processed off-farm. The farmer must provide contact information of the facility where it is being processed.
- **Meat** - All meat products must be from the animals raised by the farmer. Animals may be butchered and/or processed off-farm. The farmer must provide the contact information of the processing facility being used. A producer of a meat product, i.e. cured meat product, must source their meat from regional farms and made in a licensed facility.
- **Other Farm Product** - Other farm product sold at the market must be homemade of material grown, processed, or gathered predominantly by the farmer. These products include compost, mulch, or custom potting soil.
- **Pasta** - Pasta producers should make every effort to source regional ingredients such as eggs, potatoes, and grains. Fillings for the pasta should be sourced regionally as well. The producer shall provide the contact information of the facility where the pasta is produced.
- **Preserves, Pestos, Jams, Fruit Butters, Syrups, Salsas** - Preference will be given to producers making preserves, pestos, jams, fruit butters, syrups, and salsas from fruits and vegetables grown on their farms. Non-farmer producers should source their primary ingredient from regional farms.
- **Produce** - All produce, defined as fruits, vegetables, mushrooms, herbs, beans, offered for sale must be grown by the farmer. The re-sale of produce is prohibited unless a product is unavailable at the market and only upon prior approval from the Market Manager. The produce offered for re-sale shall be from a regional farm. The name and location of that farm shall be identified at the stall. Farmers may sell a limited amount of products sourced from another regional farm (maximum 25% of daily product).
- **Seasonal Farm Products and Crafts** - Farm products and crafts produced from materials grown or gathered from the farm, such as flower bouquets or wreaths and foraged plant

materials, are permitted at the Market Managers discretion. Crafts made from non-farm items may be considered case by case. Non-farm crafts must be produced from original materials. No assembled items, kits, or resale items are permitted. Starting materials must be significantly altered in a value-added fashion by the artisan. All craft products must be of original, unique work or design and be of acceptable quality. Products must meet basic expectations of product life, function and safety. The Market Manager reserves the right to limit the sale of any product. Preference will be given to crafts that use local farm product or ingredients. The HFM limits the number of craft vendors to four (4) per market date.

- **Soaps, Skin Care, and Candles** - Soaps, skin care, and herbal products such as fresh and dried herb, creams, powders, salts, balms, and scrubs must highlight regional ingredients. Preference will be given to those who grow or produce some of their ingredients.
- **Specialty** - Other regional agricultural products that are not currently available at the market and are an essential specialty crop in our region will be considered case by case.
- **Wool or other fiber** - Wool or other fiber material must be from the farmers own herd or purchased from regional farms but may be carded, cleaned, and spun off farm.

#### **IV. Application Procedures and Fees**

All farmers and producers are admitted to the market for a one-season term. Selling privileges never exceeds one market season. There are separate applications for the summer and winter markets. Apply to the HFM by visiting [www.howlandfarmersmarket.com](http://www.howlandfarmersmarket.com). The Market Manager evaluates the applications and approves, denies, or waitlists applicants. An invoice for the approved dates is generated and emailed to the applicant.

#### **General Guidelines on Market Admission**

Below are general guidelines used when evaluating all potential vendors.

1. The degree to which the vendor meets the producer-only and regional sourcing requirement
2. The degree to which the vendor uses environmentally sustainable farming practices.
3. The level of regionally-sourced ingredients or materials used in a processed product.
4. Consistent high product quality, clean and attractive displays, courteous customer service, knowledgeable staff, and the ability to foster a connection between the producer and the consumer.
5. History of compliance with market rules and federal, state and local regulations, and timely submission of application and fees.
6. Conduct toward customers, fellow vendors, and market staff.
7. Adheres to the highest standards in safe food production and handling practices.
8. Market needs, product balance, and space availability.

Farm Visits Farms are subject to periodic site visits to verify producer-only and regional sourcing requirements.

### Certifications, Licensing, and Labels

1. Farmers and producers must comply with all applicable federal, state, and local health regulations in the harvest, preparation, labeling and safety of the product being brought to market. Farmers and producers are responsible for paying for any permits and licenses required by the federal, state, or local regulations. All licenses and certifications must be kept current.
2. Farmers and growers selling products labeled “Certified Organic” must have appropriate certification and must display a copy of their certification during market hours and turn in a copy of their certification with their application. All vendors are required to advertise truthfully and to respond to questions in a fair and honest manner.
3. Certificates for Good Agricultural Practices training or Ohio Level I Food Safety training are strongly recommended.
4. It is the responsibility of the vendor to maintain any scales in the proper operating condition and ensure they are accurate and used appropriately. Contact the Trumbull County Weights and Measures representative at (330) 675-2420 for certification.

### Market Fees:

1. Standard Vendor Stall fee is \$25 per market date.
2. Non-profit or community group rate is \$10 per market date.
3. Make checks payable to Howland Township Trustees.

### V. Market Operations

1. Vendors are to begin setting up their stalls no earlier than 1.5 hours prior to the start of the market.
2. Vendors are permitted to pull their vehicles to the assigned space for loading and unloading only. Vendors must unload and immediately move their vehicle to the rear of the parking lot prior to setting up stall.
3. Vendors shall not drive over the brick walkway.
4. Vendors must supply their own tables, chairs, and shelter. Each stall will accommodate a 10’X10’ canopy.
5. All canopies, tents, and umbrellas must be sufficiently and safely secured to the ground with weights from the moment the canopy is erected until it is taken down. If any vendor fails to properly secure their canopy, they will not be permitted to sell at the

market that day unless that vendor chooses to take down and store the canopy and sell without it.

6. No part of the canopy, canopy stabilization, displays, or signage shall encroach into the market walkway.
7. We expect all stalls to be attractive, clean, and operated safely. Vendors are required to remove all trash and market debris in and around their stall prior to leaving for the day.
8. Before the market opens, the Market Manager will conduct a walk-through of the market space to identify and remedy obstructions that might cause personal injury or property damage.
9. Vendors are required to submit a gross sales slip before leaving the market grounds.
10. Vendors are required to pack all items and be prepared to load before retrieving their vehicle. This reduces congestion in the exodus of vendors.
11. Vehicles are not permitted in the Market area until the end of the Market, AND there are no customers in the market area.
12. Sold out vendors may leave early, provided they have notified the Market Manager, their site is clean, and they have turned in a gross sales slip. If a vendor producer knows they must leave early, they must notify the Market Manager. All products must be shuttled to the vehicle when the vendors leave early. The vehicle cannot be driven onto market grounds during market hours.

## **VI. Stall Assignments and Requirements**

1. Stall assignments are at the discretion of the Market Manager.
2. Stall Requirements
  - a) All canopies, tents, and umbrellas must be sufficiently and safely secured to the ground with weights from the moment the canopy is erected until it is taken down.
  - b) Tables and other display fixtures should be stable and in good repair.
  - c) Tables should be set back from the edge of pavement to ensure shoppers ability to make their transaction without causing pedestrian congestion on the walkway.
  - d) No part of the stall (tent, display, signs) shall encroach into the walkway area or otherwise create a trip hazard.
3. Signage:
  - a) All items for sale at the Market must be clearly marked with their price and shall use one or more of the following signage techniques:
    - Individual price stickers on each item,
    - Individual price signs for each type of item, or
    - A list of prices on a large sign or board.
  - b) Vendors are to display a sign bearing their business name.

## **VII. Market Programming**

Market Tokens (SNAP SCRIPT): The HFM employs a token system at the markets to allow the use of SNAP (EBT/food stamps). All farmers and producers with qualifying products are required to participate in the token system. To access the tokens, SNAP customers will use their Ohio Direction card at the HFM information table. The tokens are in \$1 and \$5 increments. The tokens can be spent by the customer at each stall for eligible items. The HFM will reimburse farmers and producers at the end of each market or at the next market date. It is strictly prohibited to give customers cash change when using tokens.

Produce Perks Tokens (Double-up Program): The HFM has partnered with the Youngstown Neighborhood Development Corporation's Produce Perks Program to offer SNAP customers the opportunity to double their purchasing power. We will match, dollar for dollar, SNAP SCRIPT with Produce Perks Tokens. These tokens come in \$1 and \$5 increments. These green tokens are to be used for fresh fruits and vegetables only. The HFM will reimburse farmers and producers at the end of each market. It is strictly prohibited to give customers cash change when using tokens.

Farmers Market Nutrition Program Women, Infants, and Children (WIC): The HFM has partnered with the Ohio Department of Health and the WIC Program to accept WIC coupons. Only vendors selling fresh fruits and vegetables can accept WIC coupons. The HFM will reimburse farmers at the end of each market. It is strictly prohibited to give customers cash or change when using coupons.

Senior Farmers Market Nutrition Program (SFMNP): SFMNP coupons can be accepted by pre-approved farms to purchase fresh fruits and vegetables, fresh herbs, and honey. Farmers must apply to the Area Agency on Aging (11) 330-505-2300 or toll-free at 800-686-7367 to become registered to accept coupons. Once approved, the farmer then can accept coupons. At the end of each month, the farm totals the coupons, completes the invoice, and mails in the coupons for reimbursement. The HFM does not reimburse for this program.

Food Demonstrations: Farmers and producers are encouraged, but not required, to provide market produce and other food product to the market for use in the preparation of fresh seasonal recipes prepared by local or regional professionals such as food educators, nutritionists, or chefs at the market and to be sampled by the public.

### **VIII. Sampling at the Market**

Sampling is encouraged at the HFM. Vendors who offer to sample are required to follow the standards below:

1. Start with clean food. Thoroughly rinse fruits and vegetables in potable water before cutting them. Vendors should not use substances other than potable water unless they have made certain the substances are approved to be used on

food. Some soap can actually make food less safe, and bleach solutions are not recommended for this purpose.

2. Clean tools. Use a clean cutting board and knife. Equipment and utensils must be easily cleanable and in good condition. Materials must be impervious and free of cracks and crevices. Smooth hardwood is acceptable for cutting boards. Utensils must be stored and covered to protect from contamination during transit to market and when not in use. Wash, rinse, and sanitize between uses.
3. Food contact surfaces should be cleaned with soap and water followed by an approved sanitizer, which is allowed to air-dry before use. Single-use paper towels can be used on food contact surfaces. If wiping cloths are used, they must be sanitized and monitored. Sanitizer concentration for stored cloths must be checked throughout each day using paper test strips.
4. Sanitizers. Household bleach may be used at a concentration of one tablespoon per gallon of lukewarm water, which equals 100 parts per million. Do not assume that "more is better." Bleach concentration cannot be allowed to fall below 50 parts per million. Sanitizers exposed to air lose concentration over time, while spray bottles hold concentration for extended periods. Use test strips to ensure property concentration.
5. Protection. Samples must be covered to protect them from insects, dust and other contaminants when they are not being actively sampled by customers. Vendors should design their sampling setups to prevent customers from touching samples other than the one they take. Toothpicks are helpful but not error-free. Sticking one in each sample, as time permits, can help discourage reuse.
6. Temperature Controlled for Safety (TCS) foods. Extra care is required in sampling TCS (potentially hazardous) foods. Sampling is an exception to the rule that TCS foods are packaged in an ODA licensed facility and stay packaged until they reach consumers' homes.
7. Vendors who portion or otherwise prepare samples in a licensed facility rather than at market should keep the samples refrigerated while in transport in the same manner as the packaged product. If samples of TCS foods are portioned or cooked at market, remove from packaging and refrigerate only what is needed to prepare each batch of samples.
8. Cook and hold all TCS foods at approved temperatures for the required duration.
9. Use ice from an approved source. Home ice is not necessarily an approved source.
10. Any vendor who engages in the sampling of any food product at the HFM is required to have access to and/or use a suitable handwashing station. A suitable handwashing station will:
  - (a) Provide a minimum water-holding capacity of five gallons in an enclosed container;
  - (b) Utilize a spigot that can be opened to provide a constant flow of water;
  - (c) Provide soap; Gel sanitizer may be used in addition to handwashing but



not in place of it

- (d) Provide paper towels;
- (e) Maintain a wastewater collection container
- (f) Provide a receptacle for used paper towels.
- (g) Maintain handwashing equipment in a clean and sanitary manner
- (h) Use only potable water for hand washing (free of fecal coliform bacteria)
- (i) Gray water shall be disposed of in an approved manner. Gray water cannot be dumped onto the grass or parking lot.

## **IX. Market Conduct**

1. In order to foster a spirit of community at the Market, all vendors are expected to treat each other and customers with courtesy and respect and to work together in a spirit of cooperation. Open and positive communication is expected.
2. To ensure a full and vibrant market, the Market Manager must know in advance which vendors will be attending. Vendors are responsible for managing their market dates through their profile established on MarketWurks.
3. If you have signed up and been approved for a market date but do not attend, a refund is not warranted. Refunds or credits are warranted when the Market Manager cancels a market date.
4. The Market Manager may prohibit any person from renting stall space, request removal of product that falls outside the policies of the HFM, and may require persons to leave the HFM in the event that they fail to abide by the policies of the market or direction of the Market Manager.
5. Dumping of products below fair market value is not permitted. Fair market value will be determined by the average pricing of surrounding vendors plus or minus 15%.
6. Harassment-Free Workplace Policy: The HFM is committed to a work environment in which all individuals are treated with respect and dignity. Everyone has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. The HFM prohibits discrimination in all of its activities on the basis of race, creed, color, gender, age, disability, marital status, parental status, sexual orientation, political beliefs, immigration status, veteran status, or reprisal because an individual's income is derived from any public assistance program. The HFM prohibits any such discrimination or harassment. We encourage all incidents of discrimination or harassment to be reported to the Market Manager. The HFM will promptly and thoroughly investigate such reports. The HFM prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.
7. Smoking policy: Smoking is prohibited everywhere on the Market grounds. If you must leave the site to smoke, please wash your hands prior to returning.
8. Inclement Weather policy: It is our mission to provide a venue for farmers and producers to sell their products and it is our responsibility to ensure a safe market environment. The market is held rain or shine. During inclement weather events, it is up

to the individual farmer or producer to weigh factors to decide whether to attend. It is the discretion of the Market Manager to adjust market hours or cancel the market entirely based on severe weather and/or site conditions. Refunds or fee credits will be issued only if the market is cancelled by the Market Manager.

#### **X. Dispute Resolution**

1. Grievances to be considered shall be filed within seven (7) days of incident or violation of Market rules with the Market Manager. It shall be in writing with a clear description of the incident or violation.
2. All grievances will be handled by Market Manager within seven (7) days of receipt of grievance.
3. The Market Manager ensures compliance with the market rules, however, the Market Manager has the authority to grant exceptions to the market rules individually for reasons of dire need.
4. The Market Manager can impose disciplinary action at the market site when needed.
5. In the event of customer dissatisfaction with a particular vendor or some aspect of market operations, the dispute must be resolved to the satisfaction of the customer, producer, vendor and Market Manager promptly.
6. Failure by a vendor to comply with the market rules or comply with the Market Manager's resolution of a complaint can result in the temporary suspension of the vendor from market participation or expulsion from the market.
7. Appeal a Decision. The market will delegate an appeal decision to a third party. A third party team of three, the Appeals Team, will be assembled. Each party (Market Manager and the aggrieved vendor, or two aggrieved vendors) will appoint one team member. The two appointed team members then appoint a third team member. Team members must be currently approved HFM vendors. The Appeals Team hears the grievance following the same procedure as the original grievance. They review the facts and the original decision, and then propose an action plan to resolve it. The action plan may uphold the Market Manager's original conclusion or may modify it. A decision shall be made within fourteen (14) days from the original grievance filing.

### **HOLD HARMLESS CLAUSE and INSURANCE STATEMENT**

All participating vendor shall sign to acknowledge that they have read and consented to the HFM Policies

All authorized vendors participating in the Howland Township Farmers Market shall be individually and severally responsible to Howland Township for any loss, bodily or personal injury, deaths, and/or property damage that may occur as a result of the vendor's negligence or that of its servants, agents, and employees. All vendors hereby agree to indemnify and save Howland Township, their officers and employees harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by Howland Township by reason of vendor's negligence, or reckless, or willful or wanton conduct or that of vendor's servants, agents and employees; provided that the vendors shall not be responsible nor required to indemnify Howland Township for negligence of Howland Township, its officers or employees. No insurance is provided by Howland Township to participants in the Howland Township Farmers Market.