

## **Outdoor 2024 Season Rules & Regulations**

The purpose of the Phoenicia Farmers Market (PFM) is to promote New York State agriculture and sustainable communities through a farmers' market. The goals are to bring access to fresh, local food to residents and visitors to Shandaken; stimulate economic activity for town businesses as well as participating local producers; and to foster community at a safe and welcoming weekly event.



### **1. General:**

Vendors agree to read these rules and regulations carefully before completing [the online](#) or paper Application (p. 9), Product Agreement (p. 11), or signing the Participant Agreement (p. 14). Vendors agree to keep a copy of these rules and regulations for their records. Failure to observe these rules and regulations may result in suspension or termination of vendor activities. For further clarification of these rules and regulations, contact PFM before applying.

### **2. Duties of the PFM Committee:**

The duties of the PFM Committee include, but are not limited to, the following:

- Adopt, amend and enforce the Rules of the PFM
- Assure the safe, orderly and efficient operation of the event
- Establish criteria for both vendor selection and product selection to ensure a sustainable product mix
- Establish and collect all vendor fees and dues
- Determine operational schedule, size and location of the market
- Develop an operating budget and raise the necessary funds to support the operating budget
- Establish and conduct an advertising and marketing program
- Perform farm/business inspections
- Assign a PFM Committee Member as "Market Lead" for market day to serve as the point of contact for all vendors, to perform booth inspections, and to enforce vendor Product Agreements
- Assign a Treasurer to handle vendor fees, EBT/SNAP payments, and incidental costs
- Ensure the satisfaction and enjoyment of the market by all vendors, shoppers and attendees

PFM is an entirely volunteer-operated initiative. PFM is experienced and has proven successful in market management operations.

### **2A. PFM Site Volunteer(s):**

The duties of the PFM Site Volunteer(s) include the following:

- Assist the PFM Committee to assure the orderly, safe and efficient operation of PFM
- Assist in enforcing the Rules and Regulations of PFM
- Set up any safety cones and signage
- Assign market spaces to vendors at the beginning of each event day according to the site map created by the Market Lead
- Inform the Market Lead of any problems or concerns which may arise from either vendors or customers
- Ensure complete clean-up of the site at the end of the day
- Facilitate at the information booth with greeting shoppers, EBT/SNAP payments, merch sales, incidental tasks, and to support market vendors as needed.

### 3. Operating Schedule:

The official PFM operating schedule for the Outdoor 2024 season is as follows:

#### 2024 Outdoor Season - 24 weeks

**Sundays, May 19, 2024 - October 27, 2024 from 10 am - 2 pm**

Vendors are asked not to serve customers before the Market Opening start time to ensure that all vendors are set up and the site is safe for shoppers. Vendors are permitted to stay beyond the Closing Time should the market traffic justify. No vendors are permitted to leave early (except in the event of an emergency) for the safety and continuity of the market. Vendors are required to remain at PFM until the official closing time. In the event that a vendor sells out of their inventory, PFM strongly recommends that vendors offer shoppers marketing collateral to drive future sales or to alternate locations where their products are available. PFM suggests driving traffic to a website or offering pre-order for goods to be picked up at future market appearances. Vendors are expected to remain at their booth and available to customers throughout the market. Should vendors need to take a break, it is expected that they ask PFM or vendor neighbors to watch their booth.

### 4. Vendor Selection:

The purpose of the PFM is to promote New York State agriculture by providing a venue for local farmers and producers to sell what they grow and sell using New York State agricultural Products. Vendor selection is limited by product category to ensure a sustainable and well-curated mix of products in the market.

Becoming an approved vendor at the PFM is a prerequisite to selling any product. Unauthorized solicitation is strictly prohibited. Vendors are only allowed to sell those items that have been approved on their Product Agreement forms for that season. Application to become a vendor shall be made for each market season. Participation from season to season is at the discretion of the PFM committee; vendors are not guaranteed a spot without submitting an application, and submitting an application does not guarantee acceptance.

#### **Vendors are required to complete and submit the following materials in order to participate:**

1. Application Form and Product Agreements (starting on p. 10) or [click here](#).
2. Vendor Participation Agreement (p. 15); email to [phoeniciafm@gmail.com](mailto:phoeniciafm@gmail.com) or mail to PO Box 418, Phoenicia, NY 12464
3. Send checks made payable to **Shandaken Wildcrafters and Growers Network Inc.**, mailed to PO Box 418, Phoenicia, NY 12464, or delivered in person.
4. Submit any applicable state and local licenses - send copies via email or mail.
5. Obtain certificates of Insurance for **one million dollars in general liability coverage listing Shandaken Wildcrafters and Growers Network Inc. as additional insured** Required additionally insured entities will be shared with accepted vendors by May 1, 2024 once finalized with landowners

Vendors requesting to sell the following items using *New York State grown, raised or foraged ingredients* are invited to apply to the PFM: Vegetables, fruit, grains, dairy products, meats, fish, poultry, game, eggs, mushrooms, maple products, honey, herbs, plants, flowers, cheese, fruit juice, wine, cider, spirits, beer, jams, pickles, baked goods, processed and prepared foods.

Vendors wishing to sell products such as soap, coffee, wool products, bee products and other agriculturally related items will also be considered when these items are created using *New York State grown, raised or foraged products, and/or processed in New York State*. An exception to the local rule will be evaluated on a case by case basis, with preference to those who live or produce within the Central Catskill (Ulster, Delaware, Greene counties).

Craft, housewares, wearables, and all other vendors that do not meet the above criteria are encouraged to apply for limited, rotating booths throughout the season.

#### **5. PFM Attendance + Lateness:**

The PFM will operate on a 'rain or shine' basis, unless PFM has been officially canceled due to extreme weather conditions. Highly seasonal vendors or those with special needs must declare so within their application. Vendors may contact PFM in the event of extreme weather conditions to check if the event has been canceled. Reference the Inclement Weather Policy in the Appendix for further information. Businesses with a team of market representatives must supply PFM with secondary contact details for team members who will be onsite at PFM. In the event of emergency or necessary updates to market policies, PFM needs a day-of contact as well as the email address for any regular market representatives, whenever the business can provide one.

In the event that a vendor cannot attend a market day, the vendor shall notify PFM as soon as possible and no later than 3 hours prior to the event start time. Failure to inform PFM of non-attendance will result in an "*unauthorized absence*". After three unauthorized absences by a vendor, PFM reserves the right to terminate the vendor midseason, or puts the vendor in poor standing for future seasons.

Lateness is defined as arriving less than 15 minutes before market open time. In the event a vendor is running late, the vendor shall notify PFM as soon as possible. No vehicles are permitted to load into the market space within 15 minutes prior to opening. Vendors who arrive after open time may not be permitted to set up. Chronic lateness for non-emergency reasons will jeopardize a vendor's good standing within the market and risk them forfeiting their spot and any remaining market fees.

#### **6. PFM Vendor Fees:**

Vendor fees are accepted via check, cash or credit. Vendor payments via check should be made out and mailed to Shandaken Wildcrafters and Growers Network Inc., PO Box 418 Phoenicia, NY 12464

##### *6A. Fee Breakdown*

- Per Market Vendor Fee = **\$ 25 per market** for one 10' x 10' space.
  - Parking available adjacent to booths, or nearby and accessible during market.
  - Special arrangements must be made in advance for specific parking.
- Weekly and biweekly vendors making a **full-season commitment** can pay a lump sum in advance equating to \$20 per market (resulting in \$50-\$100 savings over the season)
- Any vendor not paying in advance shall pay \$25 at the close of each market via cash or check (*see 6D for penalties in the event of failure of payment*)

### 6C. Advanced Payments

WEEKLY VENDORS: \$20 x 24 weeks = \$480 (save \$120 from \$600 full price)

BIWEEKLY VENDORS: \$20 X 12 weeks = \$240 (save \$60 from \$300 full price)

**Advanced payments due by May 1, 2024**

Advanced payment also gets you:

- Inclusion in pre-opening marketing communications
- If desired, a set location throughout the duration of the market season

PFM does not want the vendor fee to be a barrier to participation for new or underrepresented persons or products. Please communicate your reasonable needs and specific situation directly with PFM in order to mitigate any financial barriers.

### 6D. Penalty Fees:

PFM expects all vendors to be responsible for completing their fee commitments. Failure to pay or evading to pay at the close of the market may impact future participation.

- Vendors shall be charged a late fee of \$10.00 if the booth fee is not paid at the close of market. This fee will be added to the following week's vendor fee.
- Vendors shall pay a fine of \$25.00 for returned checks and shall be further charged any additional bank fees.
- Vendors shall receive a first time warning for any violation of these policies. Further violations shall be fined \$25.00 each.
- Failure to pay fines or repeated violations may be grounds for suspension or termination.

## 7. Product Selection:

### 7A. Product Agreement Form:

A Product Agreement Form shall be submitted annually by the vendor indicating what he/she/they requests to sell at PFM. All required information shall be provided for a complete submission. Product Agreements will be reviewed by PFM. Product Agreements will be returned to vendors indicating approved and non-approved items. Only those items that are approved may be sold at PFM.

Vendors who are approved to sell particular products at the market shall bring these items in sufficient quantity to satisfy customer demand. If a vendor is unable to supply an approved product in sufficient quantity, PFM may add these products to another vendor's Product Agreement. Conversely, vendors may not be approved to sell particular items when there is already sufficient quantity available in the market to meet customer demand. PFM has the right to determine if a particular product or category can be expanded upon at any time during the season. Products with less perishability are seen as those that can be expanded upon with minimal impact on a given vendor.

Non-approved items presented for sale by a vendor will be asked to be removed. Failure by a vendor to abide by the Product Agreement may result in fines, suspension or termination. The purpose of this regulation is not to punish or limit individual vendors but rather to ensure a sustainable product mix in a small market, as well as to satisfy customer demand by maintaining an adequate variety and quantity of products for customer purchase throughout the PFM season in accordance with the natural availability of those products within the New York State growing region.

### 7B. Farm/Business Visits:

A representative of PFM may make farm/business inspections with 24-hour notice to confirm that products brought to PFM conform to the approved Product Agreement. During inspection,

the vendor shall assist the Market representative in thoroughly documenting the vendor's products as seen at PFM and as indicated on the Product Agreement.

### **8. Product Guidelines:**

All applicable federal, state and local regulations shall be adhered to when selling approved products. Goods presented for sale are expected to be of the highest quality. If PFM determines that a vendor offers inferior quality products, the vendor may be asked to withdraw the item(s). PFM can provide guidance, recommendations, consultations for helping vendors improve the amount and type of waste they produce when it comes to packaging, display, or signage.

#### **8A. Agricultural Products:**

All agricultural products displayed and presented for sale shall be grown by the vendor on land owned or operated by the vendor. Purchasing non-New York State produce for resale at PFM undermines the goals and inhibits fair competition between vendors and is strictly prohibited. Limited agricultural product purchases from other New York State farmers/ producers will be allowed in some circumstances and only when approved in the vendor's Product Agreement and when in compliance with these Rules and Regulations. Produce offered for sale shall be grown, harvested and cared for post-harvest so as to assure customers receive fresh, high-quality fruits and vegetables. Agricultural products should be free of visible defects, disease or insect problems, and should meet standards for quality, freshness, size and grade.

#### **8B. Processed & Packaged Food Products:**

All products must contain a portion of ingredients that are either self grown or purchased from local farmers. All products must be labeled indicating the name of the farm where the ingredients were grown. Non-local or commercial fresh, canned or frozen fruit or vegetables are prohibited. All processed and/or packaged food products displayed and presented for sale must be produced by the vendor in an approved local production facility that is licensed by either the Dept. of Agriculture & Markets or the Dept. of Health.

The purchase of processed and/or packaged food products from other local farmers and/or producers to be presented for sale is allowed in some circumstances and only when approved in the vendor's Product Agreement and when in compliance with these Rules and Regulations. Food products presented for sale shall be free of defects and shall meet standards for quality and freshness. All products shall be packaged and labeled in accordance with NY State regulations.

PFM does not support nor encourage the use of single-use plastics nor non-recyclable packaging or labeling of any kind. PFM will provide resources whenever possible, such as recommendations, research, or recycling opportunities for its shoppers to reduce the amount of waste created as a result of the market. Vendor cooperation is necessary in achieving the goal of becoming a zero-waste event.

#### **8C. Prepared & Ready-to-Eat Foods**

Each menu item must contain a portion of ingredients that are either self grown or purchased from a local farm. Menu items shall be labeled indicating the name of the farm where the ingredients were grown. Prepared and ready-to-eat foods presented for sale shall be free of defects and shall meet standards for quality and freshness. Any food item that will be prepared *off-site* must be prepared by the vendor in an approved local facility that is licensed by either the Dept. of Agriculture & Markets or the Dept. of Health.

To reiterate, PFM does not support nor encourage the use of single-use plastics nor non-recyclable packaging of any kind. PFM will provide reusable and/or compostable utensils,

plates, or drinkware in an effort to reduce waste as a result of prepared foods at the market. Vendors creating waste as a result of serving prepared foods on site will either need to pay an additional fee to aid in the removal of the waste, or be part of creating a system that results in the vendor taking away their own waste. Vendors are welcome to utilize the Phoenicia Community Compost as a means for discarding food scraps or compatible/compostable serveware.

PFM encourages safe product sampling at the market to boost sales and customer engagement. PFM requires that vendors find biodegradable or recyclable supplies for aiding in the sampling of their products. Vendors are responsible for carrying their own waste offsite as a result of sampling.

**Vendors preparing food on-site will be required to obtain a Temporary Food Service Permit and adhere to the following regulations:**

1. Vendors will supply single service articles, paper products and/or utensils and are required to use environmentally friendly/biodegradable items. PFM will provide information where approved items can be purchased upon request. The use of individual condiment packets is prohibited.
2. Proper utensils, plastic gloves and/or deli paper must be used to eliminate unnecessary hand-food contact.
3. Equipment must be used to cook or reheat foods to 165°F or above and to maintain a food temperature at 140° F during hot holding, ex propane cooker. *\*Note: sterno is not acceptable.*
4. Equipment must be present to maintain refrigerated temperature at 45°F or below, ex. coolers with ice.
5. Potentially hazardous foods must be transported at temperatures of above 140°F or below 45°F.
6. Equipment used for refrigeration must have thermometers. A stab thermometer (0-220°F) is required for checking hot and cold food temperatures.
7. Water and ice must be obtained from an approved source. Home sources are not approved.
8. Three containers (minimum 5 gallons each) to wash, rinse and sanitize kitchenware.
9. A container for sanitizing wiping cloths (100ppm bleach).
10. A covered container (minimum 5 gallons) with a spout for fresh water storage.
11. Liquid soap dispenser and paper towels for hand washing.
12. Food should not be stored in undrained ice.
13. Garbage cans with liners and covers.

**8D. Baked Goods:**

All baked goods displayed and presented for sale must be produced by the vendor in an approved local production facility and must contain a portion of ingredients that are either self grown or purchased from local farmers. All products must be labeled indicating the name of the farm where the ingredients were grown. Bread vendors will be allowed to purchase ingredients non-locally only when those ingredients are not available from a local farmer. Food products presented for sale shall be free of defects and shall meet standards for quality and freshness. Unwrapped baked goods shall be covered and protected from the environment at all times. Wrapped baked goods shall be packaged and labeled in accordance with NY State law.

**8E. Flower Products & Plants:**

All flower products and plants displayed and presented for sale shall be produced by the vendor on land owned or operated by the vendor. Flower products, bedding plants, and house plants should be free of defects, disease or insect problems, and should meet standards for quality. Vendors shall be registered, licensed or listed with Cooperative Extension.

*8F. Wine, Cider, Spirits & Beer:*

All wine products displayed and presented for sale shall be produced by the vendor in an approved local production facility and shall contain ingredients that are either self grown or purchased from local farmers. All products displayed and presented for sale shall be produced by the vendor in an approved local production facility and shall contain ingredients that are either self grown or purchased from local farmers when applicable. All products presented for sale shall be free of defects and shall meet standards for quality. All products shall be packaged and labeled in accordance with NY State regulations. No wine, cider, spirits, or beer may be opened, served, or consumed on site beyond the approved sample size. There is no market area where the consumption of alcohol is permitted.

**9. Signage + Booth Presentation:**

All vendors are required to display an attractive sign or banner with the name and location of their farm or business in a clearly visible location. All items presented for sale must be labeled properly and priced clearly. All items that have been purchased from or contain ingredients that have been purchased from other local farmers/producers are required to be labeled or have signage indicating the name of the local farmer/producer from whom they were purchased. Customer queries regarding farming/production practices shall be answered factually. Vendors are encouraged to have business cards or brochures available for customers. PFM reserves the right to assist, provide feedback on, or require updates to booth and product presentation if it is concluded that the executed presentation does not adequately meet PFM standards. If a vendor needs guidance they can reach out to PFM for suggestions on how to best display their products.

*9A. Organic Status:*

All growers/producers claiming organic status and wishing to advertise produce or other products as organic shall be required to display appropriate certification. Customer queries regarding farming/production practices shall be answered factually.

**10. State and Local Regulations:**

- Vendors are individually responsible for conforming to all applicable Local, State and Federal laws and regulations.
- Vendors selling taxable items shall display a valid NYS Certificate of Authority.
- Vendors selling perishable items, processed, prepared and packaged foods shall do so in compliance with the requirements of the Department of Agriculture and Markets.
- Vendors selling prepared foods for on-site consumption will be required to do so in compliance with Ulster County Health Department regulations.
- Vendors selling by weight shall have scales approved by the Ulster County Sealer of Weights and Measures.
- Vendors selling by volume shall use standard size containers such as pint, quart, etc.
- Vendors selling nursery and greenhouse crops shall display a valid NYS Nursery license.
- Vendors selling beer, cider, spirits and/or wine shall display a valid license from the New York State Liquor Authority.

**11. Booth Operations:**

Booth spaces shall be assigned by PFM. Every effort shall be made to honor requests for a specific location in the market, as well as to establish a consistent location for vendors each week. Vendors will discuss special needs with the Market Lead prior to opening for the season. Vendors will provide their own tent, tent weights, tables, and all display and signage. All display tables shall be covered with tablecloths. All display apparatuses shall be in good working order and shall be constructed in such a way as to pose no safety hazard to customers, and to allow ease of access to goods on display. Vendors must leave their space clean upon departure.

Vendors are required to arrive, load in, park, and then display their products to be ready for business at least 10 minutes prior to the official opening time of PFM. All vendor vehicles must be parked safely 15 minutes prior to opening. Vendors shall operate at PFM in a safe and sanitary manner. Vendors are required to keep their booth space neat and clear of obstacles, litter, and debris during and after operations. Vendors can ask any PFM volunteer to assist in covering their booth if they step away for food, bathroom, or any other break so as not to leave the booth unattended.

#### **12. Pets:**

Vendors handling food for on site consumption are not permitted to bring pets to PFM. Service animals are permitted. Only well-behaved animals are permitted at the market. Any animal and owner not meeting good behavior expectations will be asked to leave. Vendors who witness or experience poor behavior from pets and their owners should notify PFM immediately.

#### **13. Honesty and Courtesy:**

Disagreements with fellow vendors, customers and/or management shall be handled in a respectful manner. Dishonest information, verbal threats, inappropriate signage or displays, or physical assaults shall be considered a violation which may result in suspension or termination from PFM.

#### **14. Vendor Grievances:**

Any and all vendor grievances shall be submitted in writing to the PFM Committee (phoeniciafm@gmail.com). Vendors agree to waive rights to all other means of legal recourse and public demonstration. Vendors who are not satisfied with the decisions made by PFM may terminate their participation as their only means of recourse following a decision which does not satisfy the vendor.

#### **15. Termination of Vendors:**

PFM reserves the right to terminate any vendor for violation of these Rules and Regulations or without cause. Terminated vendors shall forfeit any unused portion of their prepaid booth fees. Vendors who are terminated waive all rights and remedies not otherwise specifically available within these Rules and Regulations.

#### **16. Zero Tolerance Policy**

PFM is an anti-racist organization. At every juncture we aim to reduce and eliminate harm that stems from white supremacy, patriarchy, and heteronormative capitalism. No form of discrimination is permitted at PFM. We do not tolerate racism, colorism, sexism, homophobia, transphobia, fatphobia, or xenophobia of any kind in our market, nor on our online platforms – no matter from our market committee, volunteers, vendors, collaborators, or shoppers. Instances of this behavior will be strongly examined and swiftly addressed, and may result in the termination or banishment of the perpetrator.



**2024 PFM Vendor Application**

**BUSINESS NAME:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_

**BUSINESS PHONE:** \_\_\_\_\_

**BUSINESS WEBSITE  
OR SOCIAL MEDIA:** \_\_\_\_\_

**BRIEF DESCRIPTION OF WHAT YOU  
GROW/MAKE/SELL:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PRIMARY CONTACT NAME:** \_\_\_\_\_

**PREFERRED METHOD OF CONTACT:**      call / email / text

**MARKET REPRESENTATIVE  
CONTACT NAME:** \_\_\_\_\_

**MARKET REPRESENTATIVE  
EMAIL + DAY-OF PHONE** \_\_\_\_\_

**MARKET CATEGORY**

- FRUITS + VEGETABLES + HERBS
- MEAT + FISH
- MUSHROOM
- DAIRY
- BAKERY
- FLOWERS / PLANTS / SEEDLINGS
- BODY CARE
- FERMENTS + PICKLES
- BEVERAGES
- WINE / CIDER / BEER / SPIRITS
- READY TO EAT FOODS / FROZEN PREPARED FOODS
- CRAFTS / HOUSEWARES / WEARABLES
- OTHER: \_\_\_\_\_

**DO YOU CURRENT ACCEPT EBT/SNAP? (CIRCLE)      YES / NO**

**ARE YOU AN FMNP PARTICIPANT? (CIRCLE)      YES / NO**

**WRITE STAMP ID + CULTIVATED # OF ACRES HERE:** \_\_\_\_\_

**Intended Schedule**

Vendor schedules are set in collaboration with PFM. If you've already coordinated a schedule with PFM, please confirm it below. If you haven't, please indicate your *preferred* schedule and PFM will be in touch to confirm.

**BUSINESS NAME:** \_\_\_\_\_

Please indicate your participation frequency (circle one):

Weekly

Biweekly\*

Monthly\*

*\*If biweekly or monthly, please write in your dates below  
(PFM will follow up prior to season to confirm)*

\_\_\_\_\_

If a weekly vendor, please notify us of any dates you expect to be absent from the market:

\_\_\_\_\_

If not able to commit to a regular schedule at this time, we consider this a pop up. If you're seeking a pop up, please indicate your general availability, time of year, and when you'd be able to commit to any dates. Give us a sense of what you're looking for.

\_\_\_\_\_







**Vendor Participation Agreement**

**BUSINESS NAME:** \_\_\_\_\_

**BUSINESS ADDRESS:** \_\_\_\_\_

**BUSINESS PHONE:** \_\_\_\_\_

**OWNER'S NAME:** \_\_\_\_\_

**VENDOR RULES & SCHEDULE**

Retain a copy of the Vendor Rules for your records. I have read the Vendor Rules for the 2024 season. I understand, agree to and accept the Rules & Regulations of PFM. I understand that I am making a commitment to attend on a specific schedule coordinated with PFM. Non compliance with the agreed schedule may result in my termination.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**HOLD HARMLESS AGREEMENT 2024 SEASON**

In consideration for Vendor's participation in the Phoenicia Farmers Market, Vendor agrees to indemnify and hold harmless Phoenicia Farm Network, Inc. d/b/a **Phoenicia Farmers Market** and **Shandaken Wildcrafters and Growers Network Inc.** from and against any and all liability, damage, expense, cause of actions, suits, claims, penalties and/or judgments arising from injury or injuries to any person(s) and/or property as a result of consuming any food or drink acquired from Vendor, use of any item purchased from Vendor, or from any action or inaction on part of Vendor.

In addition, Vendor agrees to provide certificates of insurance before the start of the season that provide for personal injury liability, property damage liability, and product liability in amounts that are satisfactory to the PFM and that list and protect entities detailed on vendor's 2024 acceptance letter.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **Appendix A.**

### **Covid 19 Vendor Protocols for 2024 Season**

After several years of evolving protocols, PFM has concluded that at this time, vendors and volunteers are only asked to stay home if they are sick. Notify PFM if it is believed they were exposed to COVID19 or any other contagious illness that may have potentially spread or been contracted when in attendance at the market.

Covid protocols are subject to change in accordance with guidelines provided by [New York State Department of Agriculture and Markets](#).

## **Appendix B.**

### **Phoenicia Farmers Market Inclement Weather Plan**

We take the safety of visitors, volunteers and vendors to the PFM seriously, and we try to do as much as we can to avoid harmful incidents. However, the weather is one thing we cannot control. As many who live here in the Catskills know, the weather can change rapidly from a sunny day to a downpour and back again, sometimes with a hefty dose of wind and even lightning.

We are a rain or shine market and view cancellation as a last resort. However, should weather conditions present safety hazards beyond what staff could be reasonably expected to handle, the market will be postponed, shuttered early, or canceled.

These decisions are made after considering:

- condition of local area roads;
- condition of the market site;
- additional extreme weather forecasted; and
- ability for all to safely travel to and from the market site.

If you are in the Market when weather is an issue, please be aware:

- If lightning is a threat, we will direct vendors and people in the Market to take shelter in their vehicles until we have gone 30 minutes without lightning and thunder.
- If more than 60 minutes have passed and the storm continues or the Market Manager can verify an extended storm presence exceeding the remaining open hours of the Market, the Market will be closed for the day.

### **For vendors:**

- Farmers and vendors will be notified in a timely manner by email and phone if the market schedule changes due to weather.
- If the decision to close the market takes place on the day of the market, phone calls will be made to each participating vendor and a staff member will be on site in the event vendors or shoppers show up.
- During inclement weather events, it is up to the individual vendor to make a decision about whether or not to close early in the event that the market remains open.
- If a vendor determines that weather conditions on market day will damage or destroy their product, they are permitted to inform PFM of their decision to close early; vendors are asked to load out safely with minimal impact to the market (vehicles will only allowed be into the market when determined safe; items must be carried by hand or cart until the market is officially closed.)
- In the event of an emergency market closure, vendors should complete any transactions in a timely manner, cease further sales, and encourage shoppers to leave the market until conditions have improved.
- For winds between 15-20 mph, vendors will be asked to remove A-frame signs, hanging signage, tent walls, and any excess supplies not critical to the functioning of your booth. Winds from 20-25 mph and higher may require tents to be taken down. Winds 25 mph and above may be the cause for a market closure.
- For extreme heat conditions, the market will provide vendors access to water, as well as additional shade structures for shoppers. When temperatures exceed 95°F for the full duration of the market, vendors with perishable foods may contact PFM if the environment will not support the sales of their products. Heat may be the cause for a market closure if compounded with air quality alerts.
- Vendors must be equipped with their own tent weights every market day, regardless of forecast. Each tent leg should be weighed down with at least 25lbs. Strapping to coolers, vehicles or market fencing is neither adequate nor safe. Weights should be affixed at the ground level to prevent a tripping hazard
- Ask for help! Two people minimum should take a tent in high winds. If necessary, remove the canopy from the tent frame to minimize potential for further damage or harm.

### **For shoppers:**

- If it is raining, shoppers are encouraged to visit the market; bring an umbrella and stroll between the raindrops, the Market will be open! Many vendors work in rain or shine, and so do we.
- However, if the rain is coupled with thunder, lightning and/or high winds, our first priority is to make sure everyone is safe and we may need to either shutter the market early or take a break until the storm passes..
- If you are planning your visit and severe weather is in the forecast, make sure to check our Facebook and Instagram pages frequently, where we will post any weather-related scheduling changes.



- Any change in market schedule will be posted to our website and subscribers will be notified via email campaign.
- Listen for guidance from PFM – if the market is closing, please leave the market site for a safe place like your vehicle until conditions improve.

Hopefully, these safety steps will rarely be necessary, but in the event we do need them, your attention to these guidelines will help us react quickly. Once the weather passes, our goal is to pick up where we left off.

Amended 2/9/2022  
Amended 2/16/2023  
Amended 9/15/2023  
Amended 2/13/2024