



City of Ansonia
Ansonia Market Place
Farmers Market Rules

- 1. Location** - The Farmers Market will be held at Veterans Memorial Park next to City Hall, 253 Main Street, Ansonia, CT 06401. It will be advertised as the “Main Street Marketplace”.
- 2. Dates** – Wednesdays from July 12th to August 23rd.
- 3. Time** — The Marketplace will be open from 6 pm — 9 pm. Set-up can begin at 5:00 pm and teardown must be completed by 9:30 pm.
- 4. Taxes, Insurance & Licensing** —All licenses, insurance, sales tax, sales permits and any other documentation required for the sale of products is the responsibility of the vendor
- 5. Regulations** — Each vendor is responsible for meeting all applicable local, state, and federal laws and regulations.
- 6. Spaces** — Standard space dimensions are 12' x 12'. Spaces are assigned for the duration of season dates. All equipment required to display and exchange products is the responsibility of the vendor. Vendors are responsible for the cleanliness of their space during and immediately after the Market hours. Tents or awnings used on the space must be securely anchored to prevent possible injury. Identification of the farm/business will be by a sign not smaller than 8'2 x 11 and no larger than the space dimensions. Repeated absences from the Market will result in jeopardizing your space assignment.
- 7. Parking** — Parking is limited due to the location of the Market. Whenever possible it is requested that no more than one vehicle at a time is located near the market.
- 8. Products, Pricing & Behavior** — All agricultural products offered for sale at the Market must be Connecticut grown and meet the criteria outlined in the Connecticut Grown Farmers Market Reference Guide, latest edition. In the case of value added products, the main ingredients should be produced by and processed by the vendor. Sources of all products offered for sale must be traceable to their origin. Pricing is up to the vendor but it is expected to be fair and clearly marked. The market is intended to be a family atmosphere and as such, profanity and disruptive behavior will not be tolerated. Violations of any of the Market rules can result in being dismissed from the Market. A copy of the Memorandum of Understanding is attached which contains some information and definitions for vendors.

Disputes, questions and concerns should be addressed to the Market Master Dave Connelly (203) 231-0946 for resolution.



CONNECTICUT DEPARTMENT OF AGRICULTURE

450 Columbus Boulevard, Suite 703, Hartford, CT 06103

Bureau of Agricultural Development and Resource Preservation



CONNECTICUT DEPARTMENT OF AGRICULTURE & Ansonia Market Place FARMERS' MARKET MEMORANDUM OF UNDERSTANDING

This agreement is hereby made and entered into by and between the Connecticut Department of Agriculture (DoAg) and Ansonia Market Place Farmers' Market.

This agreement recognizes the Ansonia Market Place Farmers' Market as a certified farmers' market as defined by Connecticut General Statutes (CGS) Chapter 422, Sec.22-6r(3).

The starting date of this agreement is May 1, 2017 and the ending date is April 30, 2018.

RESPONSIBILITY OF THE FARMERS' MARKET.

The responsibility of the signee is to notify participating farmers/vendors in the Ansonia Market Place Farmers' Market of the requirements covered by CGS Ch. 422 Sec. 22-6r:

- (1) "Farmers' market" means a cooperative or nonprofit enterprise or association that consistently occupies a given site throughout the season, which operates principally as common marketplace for a group of farmers, at least two of whom are selling Connecticut-grown fresh produce, to sell Connecticut-grown farm products directly to consumers, and where the farm products sold are produced by the participating farmers with the sole intent and purpose of generating a portion of household income;
- (2) "Fresh produce" means fruits and vegetables that have not been processed in any manner;
- (3) "Certified farmers' market" means a farmers' market that is authorized by the commissioner to operate;
- (4) "Farmer's kiosk" means a structure or area located within a certified farmers' market used by a farm business to conduct sales of Connecticut-grown farm products;
- (5) "Connecticut-grown" means produce and other farm products that have a traceable point of origin within Connecticut;
- (6) "Farm" has the meaning ascribed to it in subsection (q) of section 1-1; "Farm products" means any fresh fruits, vegetables, mushrooms, nuts, shell eggs, honey or other bee products, maple syrup or maple sugar, flowers, nursery stock and other horticultural commodities, livestock food products, including meat, milk, cheese and other dairy products, food products of "aquaculture", as defined in subsection (q) of section 1-1, including fish, oysters, clams, mussels and other molluscan shellfish taken from the waters of the state or tidal wetlands, products from any tree, vine or plant and their flowers, or any of the products listed in this subdivision that have been processed by the participating farmer, including, but not limited to, baked goods made with farm products.
- (7) A farmer's kiosk at a certified farmers' market shall be considered an extension of the farmer's business and regulations of Connecticut state agencies relating to the sale of farm products on a farm shall govern the sale of farm products at a farmer's kiosk.
- (8) A farmer offering farm products for sale at a certified farmers' market shall obtain and maintain any license required to sell such products.
- (9) Section 22-6g or this section shall not supersede the provisions of any state or local health and safety laws, regulations or ordinances.

The Farmers' Market hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines; and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Farmers' Market receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Farmers' Market agrees to compile data, maintain records and submit reports as required to permit effective enforcement of the nondiscrimination laws, and to permit Department personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the non-discrimination laws. If there are any violations of this assurance, the Department of Agriculture shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, reimbursable expenditures, grant or donation of Federal property and interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the State Agency by the Department. This includes any Federal agreement, arrangement, or other contract which has as one of its purposes the provision of assistance such as food, cash assistance extended in reliance on the representations and agreements made in this assurance.

This assurance is binding on the Farmers' Market, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Farmers' Market.

EXPECTATIONS OF THE FARMERS' MARKET FARMERS/VENDORS.

Farmers' market farmers/vendors shall offer for sale Connecticut Grown farm products as defined by CGS Ch. 1 Sec.1-1q with a traceable point of origin within Connecticut. Receipts proving point of origin should be kept through the expiration of this agreement. Non-compliance claims can be made to DoAg.

CGS Ch. 1 Sec 1-1(g):

Except as otherwise specifically defined, the words "agriculture" and "farming" shall include cultivation of the soil, dairying, forestry, raising or harvesting any agricultural or horticultural commodity, including the raising, shearing, feeding, caring for, training and management of livestock, including horses, bees, poultry, fur-bearing animals and wildlife, and the raising or harvesting of oysters, clams, mussels, other molluscan shellfish or fish; the operation, management, conservation, improvement or maintenance of a farm and its buildings, tools and equipment, or salvaging timber or cleared land of brush or other debris left by a storm, as an incident to such farming operations; the production or harvesting of maple syrup or maple sugar, or any agricultural commodity, including lumber, as an incident to ordinary farming operations or the harvesting of mushrooms, the hatching of poultry, or the construction, operation or maintenance of ditches, canals, reservoirs or waterways used exclusively for farming purposes; handling, planting, drying, packing, packaging, processing, freezing, grading, storing or delivering to storage or to market, or to a carrier for transportation to market, or for direct sale any agricultural or horticultural commodity as an incident to ordinary farming operations, or, in the case of fruits and vegetables, as an incident to the preparation of such fruits or vegetables for market or for direct sale. The term "farm" includes farm buildings, and accessory buildings thereto, nurseries, orchards, ranges, greenhouses, hoop houses and other temporary structures or other structures used primarily for the raising and, as an incident to ordinary farming operations, the sale of agricultural or horticultural commodities. The term "aquaculture" means the farming of the waters of the state and tidal wetlands and the production of protein food, including fish, oysters, clams, mussels and other molluscan shellfish, on leased, franchised and public underwater farm lands. Nothing herein shall restrict the power of a local zoning authority under chapter 124.

Either party may terminate this agreement by giving a thirty (30) day written notice.

THE PARTIES HERETO have executed this agreement.

Connecticut Department of Agriculture:

Steven K. Reviczky, Commissioner, Connecticut Department of Agriculture

Date

Ansonia Market Place

Farmers' Market Master/Manager:

David Connelly

David Connelly

3/6/17

Printed Name

Signature

Date



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What does this agreement mean for the farmers' market and its farmers/vendors?

Participating Connecticut farmers' markets committed to selling Connecticut Grown farm products are asked to sign a MOU. The authorization of a certified farmers' market benefits farmers and the market as a whole.

Some examples of these benefits are:

- Certified markets allow the farmer's kiosk designation. This designation allows foods such as jams, jellies, acidified foods, etc. to be sold at certified farmers' markets. Without this designation, off farm sales of these products are prohibited
- Yearly participation on DoAg website, www.CTGrown.gov
- Additional promotional opportunities with a variety of media outlets
- Market usage of the Connecticut Grown logo
- Enables the farmers' market to participate in supplemental food programs including the Farmers' Market Nutrition Programs (FMNPs)
- Improves farmer/vendor recruitment
- Support in dealings with other government agencies (federal, state, and local)

CONNECTICUT CAUGHT SEAFOOD: The Connecticut Seafood Council and the Connecticut Department of Energy and Environmental Protection identify Connecticut seafood as being caught/harvested by fisherman in boats that are landed in Connecticut. Certified markets may allow only Connecticut caught seafood to be sold at their markets.

Working with CT DoAg or being a certified farmers' market is not required. You may run an independent market with policies that differ from the DoAg's definition of a certified market.

This Summer Head Down to City Hall for



At Veteran's Park/City Hall
6pm to 9pm

**Shop our wonderful selection of vendors
then stay for the Summer Concerts!**

Visit: www.cityofansoniam.com for details

CALL FOR VENDORS!



FREE

FREE



**Every Wednesday 6pm to 9pm
July 12 through August 23**

At Veteran's Park/City Hall

Yes, the Vendor Space is FREE! Aprox 10 x 10ft space. Vendor provides own set up (tent ,tables, chairs), electric is available but limited. Set up starts at 5pm Marketplace runs in conjunction with Summer concert Series. This is a small venue. We do need vendors to inform us if they will and will not appear on certain dates. Failure to report will result in loss of FREE space
Sorry, No Food Trucks

Name:	Phone:
Type of Product, Service or Business:	
Address:	
e-mail address;	

Fill out application and mail to Ansonia Cultural Commission, Ansonia City Hall, 253 Main Street, Ansonia , CT 06401
Questions: studiochid@sbcglobal.net
Visit: www.cityofansoniam.com

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HEATHER POLKE <hpolke@comcast.net>

Hello Market Masters,

My Name is Heather Polke I am the Market Master for the Cromwell Farmers Market. It has come to my attention that anyone who sells skincare/Cosmetics Lip Balms, Scrubs, lotions etc anything that is applied to the body NOT Soap that is exempt. Those vendors need to be certified through the Dept. of Consumer Protection if they are not they will have all of their items taken and your market will go on notice. I am not sure if any of you know this, so I thought I would share so you can reach out to your vendors that sell these products and let them know that they Cannot sell their products without this certification. Here is the information they need and the Contact for Consumer protection. If you have any questions please don't hesitate to ask.

Here is the link to our main website:

<http://www.ct.gov/dcp/cwp/view.asp?a=4332&q=273650>

Here are the links regarding the Manufacturers of Drugs, Medical Devices and/or Cosmetics:

In state:

<http://www.ct.gov/dcp/cwp/view.asp?a=1620&q=512940>

Out of state:

<http://www.ct.gov/dcp/cwp/view.asp?a=1620&q=512906>

Please feel free to contact me with any questions. Our main number is [860-713-6065](tel:860-713-6065) and an agent is always on duty during normal business hours to answer questions. My desk phone is [860-713-6080](tel:860-713-6080), but we are rarely in the office so email is usually the best way to reach me.

Regards,

Heather Polke



THE GAZY'S <gazybrothersfarm@sbcglobal.net>

2017

Hi!

Thank you so kindly for the head's up!!!

Also, as a gentle fyi to market masters that pet food items must be registered through Dept of Ag.

Best wishes for a successful season!!!

Lexi

[Sent from Yahoo Mail on Android](#)
