

CITY OF OPP
CERTIFIED ALABAMA FARMERS
2024 MARKET RULES & GUIDELINES



I. Mission:

The mission of the Opp Farmers Market program is:

- To provide local residents and surrounding communities with locally grown/produced products as the centerpiece;
- To provide consumers with a choice of fresh, quality produce, food products, certifiable agricultural products, non-certifiable agricultural products, and other items by direct marketing to the local community and its surrounding areas;
- To provide Alabama farmers a location for the direct sales of their own on-farm produce and/or food products to consumers, and where sales of these farm products represent the core business of the Opp Farmers Market program;
- To provide an outlet for local farmers, producers, and vendors to promote their products within the city of Opp; and,
- To provide a central gathering place for residents and visitors of the city of Opp.

The market is organized under the Alabama Farmers Market Authority as prescribed in the Alabama Code §2-5A-1 et. seq. and will comply with Chapter 80-7-1 of the Alabama Department of Agriculture and Industries Administrative Code.

II. Location:

A. Opp Farmers Market will be held at the corner of College Street and Covington Avenue, Opp, AL 36467.

III. Dates and Times:

A. Opp Farmers Market at the corner of College Street and Covington Avenue is open every Tuesday and Saturday during the months of April-September and one Saturday a month during the months of November-January, from 7:00am until 2:00pm, with cleanup no later 2:30pm.

IV.

Eligibility Requirements: All persons who locally produce food, agricultural products, and hand-crafted, consumable, artisanal, and/or personal use products with the intent to sell at the Opp Farmers Market. The staff and management of Opp Farmers Market do not allow, nor

engage in, any discriminatory practices or policies regarding race, color, religion, ancestry, national origin, sex, sexual orientation, age, or disability.

V. Market Manager: The Opp Farmers Market program, herein referred to as the "Market Program," will have a Market Manager who is responsible for reviewing and managing each year's guidelines, rules, and schedules. The Market Manager also reviews any complaints or violations, and hears grievances from vendors, regarding the operation of the Market Program.

The Market Manager, or their designated agent, shall have supervision and control of the regular activities of the Market. They shall have full responsibility for making certain that all rules and regulations are followed by all Market Program participants and/or his/her agent(s) or employee(s).

The Market Manager is Joni Lolley and all Market questions may be directed to joni@oppcoc.net

VII. General Rules:

A. Definition of Vendor: Only local producers may sell in the Market Program. "Local" is defined as produced or created within the borders of the state of Alabama, and or within 25 miles of the State borders closest to the program. A "producer" is defined as the person who grows or makes the product and may also include the producer's immediate family, partners, or employees. The number of non- food/value-based vendors may not exceed 30% of the total vendors. Arts and crafts are not permitted for sale in the Market Program. Items purchased for resale, as well as items made from kits, commercially available plans, and items that are mechanically mass-produced shall not be permitted in the Market Program.

i. Farmers may sell limited amounts (20%) of products from neighboring Alabama farms on a temporary basis at the discretion of the Market Manager. These items must be approved before they are sold and a copy of the other producer's Grower's Permit must also be provided to the Market Manager. Failure to seek approval could result in a written violation. An initial approved site visit by the Market Manager must be completed and a copy of the current year's Grower's Permit must be submitted before initially selling in the Market Program. A copy of the annual Grower's Permit must also be submitted each subsequent year a producer wishes to participate in the Market Program. *Permits are available at the County Extension Office (334-222-1125 for Covington County and 334-894-5596 for Coffee County).* Site visits are scheduled by contacting the Market Manager's office number listed above. The purpose of this certification is to ensure that produce and products sold are produced by the vendor, his/her family and/or employees. The Market Manager will retain a copy of this certificate and send a copy to the City of Opp Revenue Office. Sales tax must be collected and reported by the individual vendors on "value added" products if required (Vendors selling

- value added products that consists of 50% or more of the product they grew, do not have to collect or remit sales tax on these items. ii. All growers with a current Grower's Permit are accepted as vendors in the Market Program without regards to duplication of merchandise. iii. Vendors, other than growers, are subject to review with regards to products sold to avoid duplication of merchandise. The deadline for these vendor applications is eight (8) days prior to the day of Market. iv. All vendors will submit a business bio at the same time they submit their application and all other necessary documents.
- v. Any and all vendors will neither allow, nor engage in, any discriminatory practices or policies regarding race, color, religion, ancestry, national origin, sex, sexual orientation, age, or disability.
 - vi. Should a waiting list for vendors be established, vendors on such a list would be invited to participate in the Market program based upon their length of wait on said list.

B. Permitted Items for Sale: First and foremost, the Market Program is a Certified Alabama Farmers Market as defined by the State of Alabama Department of Agriculture. Items allowed for sale in the Market Program include raw vegetables and fruits, edible plants, mushrooms (*See Appendix B for allowed list*) flowers, eggs, honey, shelled beans and peas, nuts, garlic, grains, herbs, bedding plants, herbal vinegar, bread, pastries, cookies, cakes, cheesecakes, chocolates, fruits, syrups, jams and jellies, herbal and vegetable spreads, fresh juice and cider, frozen seafood, cheese, cured sausages and meats. Prepared foods from a commercially approved kitchen are allowed. Hand-crafted items, ingestible items, and those for personal body use from an approved crafter are allowed.

C. Meat Products:

- 1) Live animals are prohibited for sale at the Market Program;
- 2) Only uncooked, raw meats, including fish and seafood that are processed, packaged, and labeled at an inspected facility or are otherwise exempted (rabbits, quail, and bison) from inspection may be sold at the Market Program;
- 3) Beef, pork, poultry, and lamb products sold at the Market Program must originate from livestock slaughtered in a government (federal or state) inspected facility;
- 4) All meat and poultry products must be wrapped and labeled with the seal of inspection on the package. Refer to the USDA publication "Guidance for Determining Whether a Poultry Slaughter or Processing Operation is Exempt from Inspection Requirements of the Poultry Products Inspection Act Revision, 1 April, 2006," provides detailed information on the requirements for the sale of poultry at farmers markets; and,
- 5) Meat products, other than fish and shellfish, must be brought to the Market Program in frozen condition and kept frozen until sold.

Contact information for all processing, packaging, and labeling facilities must be available for hand out with each sale.

D. Fishermen and Seafood: Any vendor wishing to sell fresh or frozen seafood, either retail or wholesale, in the Market Program must have a valid Alabama Seafood Dealer's License and provide a copy of it to the Market Manager and must follow all rules and regulations associated with the selling of seafood. This does not apply to any vendor preparing finished or "value added" products such as cooked seafood that has been purchased through a licensed dealer. Seafood sold in the Market Program must be local seafood caught in the Gulf of Mexico or associated waters. Applications and information regarding licensing are available by contacting the Alabama Marine Resources Division.

All seafood must be sold pre-packaged. The vendor cannot open the package to add or remove any seafood product. The vendor must also provide the Market Manager the following:

- 1) A letter on company letterhead stating they are an approved source who can prepackage seafood for the vendor and what declared weights will be in the packages. The vendor should have hand cards with the name and number of the processor or retail market to hand out with each package; and,
- 2) If the vendor captains their vessel, they must provide a copy of their vessel registration along with a letter stating the vendor pre-packages the seafood on board the vessel and what declared weights will be in the packages. Good sanitation practices must be practiced on board the vessel.

In all cases the product temperature on seafood must be maintained at 41°F or below. Packaged crabmeat and/or fingers should already be packed by a processor and will need to be held below 41°F and meet any Alabama Seafood Branch requirements.

Shell stock (oysters in the shell) must be delivered by a certified dealer and sold from a refrigerated conveyance approved by the Alabama Department of Public Health (ADPH). All shell stock associated tagging and record keeping requirements of both ADPH and AMRD must be met. Shucked oysters may be sold iced down but must still be code dated from a certified processor.

Contact information for all certified processors must be available for hand out with each seafood sale.

E. Dairy Products: All dairy products, including cheese, must be processed, packaged, and labeled at a facility permitted and inspected by the Alabama Department of Public Health's Milk and Food Processing Branch. Products must have the proper labeling with vendor contact information or have that information posted in such a manner that the consumer will know who to contact if necessary.

The sale of raw milk for human consumption is not legal and cannot be sold at the Market Program.

F. Shell Eggs: Shell eggs are considered farm products and may be sold at the Market Program with proper labeling information on the package. Egg label information required is the size of egg (small, medium, large, x-large), name and address of egg packer, and date eggs were packed. Carton or egg container and egg product itself must be sanitized and free from fecal matter and other farm filth. The Department of Public Health requires that shell eggs must be in a chilled environment, such as an ice chest with 're-freeze' ice blocks

G. Market Body Products: Soap, and for the purposes of this Market, any body products including candles, fall under the jurisdiction of the Consumer Product Safety Commission which requires the following on the label:

- 1) Wording on the package that identifies the product as "soap", lotion", etc.; 2) Net weight of product. The weight is a state requirement, and while a vendor may have soap that weighs MORE than is stated, it may not weigh less. For example, most bars are usually 4.5 oz. and up; to allow a comfortable margin, labels may say
4.25oz.; and,
- 3) Name and address of your business.

Though not required by the Consumer Product Safety Commission, Opp Farmers Market requires the following be included on labels, per the guidelines of the FDA:

1. List the ingredients in descending order of predominance (the % of the total formula);
2. List them using the most commonly accepted industry standard names (sometimes Called INCI);
3. Fragrance must be listed; however, it may be listed as simply "fragrance"; and,4. Ingredients that are less than 1% of the total formula must be listed and may be listed in any order at the end of the list of ingredients.

Labels must be attached to all products that fall under this heading. They may be attached via adhesive, tied, or by some other way pre-determined as acceptable by the Market Manager,

H. CBD and Hemp products: Per the Agriculture Improvement Act of 2018, Pub. L. 115-334 (also known as the 2018 Farm Bill) signed into law Dec. 20, 2018, sets the following in place regarding the sale of hemp and CBD "the plant *Cannabis sativa* L. and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than 0.3 percent on a dry weight basis." It goes on to explicitly preserve the FDA's authority to regulate products containing cannabis or cannabis-derived compounds under the FD&C Act and section 351 of the Public Health Service Act (PHS Act.)

This means products containing cannabis or cannabis-derived compounds are treated as any other FDA-regulated product - meaning they are subject to the same authorities and requirements as all other FDA regulated products regardless of whether they contain any other substance, and regardless of whether the cannabis or cannabis-derived compounds are classified as hemp under the 2018 Farm Bill.

For our purposes, the following are legal for sale, but only if the Market Manager has been given a copy of a certified lab test showing the product(s) for sale have a THC percentage of less than 0.3%, as well as the products have passed FDA GRAS (Generally Recognized as Safe standard:

- Locally produced hemp seed oil (cold pressed);
- Locally produced hemp seed protein powder; and,
- Locally produced hulled hemp seed.

This included locally produced CBD oil, if it has been derived from Ind. Hemp and a copy of the certified lab test showing it to have less than 0.3% THC.

Any and all other products, including but not limited to, those infused, impregnated, etc., are, at this time, not legal, nor allowed for sale at Opp Farmers Market.

I. Necessary documents, permits, and labels: All growers/producers must provide a copy of their current Market year Grower's Permit from the Cooperative Extension Office. All vendors participating in the Market Program must comply with Covington County Health Department regulations. In 2009, new regulations regarding the origin of non-potentially hazardous foods were established and they are as follows:

Chapter 420-3-22-.01 now excludes a kitchen in a private home from the definition of food establishment if only food that is not potentially hazardous (time or temperature control required for safety) is prepared or sale or service at a function such as a charitable, religious, civic, or not-for-profit organization's food sale, or at a state sanctioned farmers markets, and if the consumer is informed by a clearly visible label, tag, or placard at the sales or service location that the food is prepared in a kitchen that is not inspected by a regulatory agency.

Label, Tag or Placard must conform to the size of 3 5/8" x 1/2" and to the form of the label below, and be placed at the top of the product that is to be sold.

This item(s) was prepared in a kitchen that is NOT inspected by a regulatory agency.

This exclusion shall not be construed as allowing the sale of low acid foods in hermetically sealed containers (i.e. such as home-canned vegetables) when such food is not prepared in a permitted establishment. The effective date is April 23, 2009.

Failure to do so risks a vendor being forbidden to sell at the Market by the Covington County Health Department. Any and all other food products that are not grown or baked need Covington County Health Department approval before being sold at the Markets. For information regarding home processed products, meat products, insurance, proper weights and measures, dairy products, and shell eggs refer to the Alabama Department of Agriculture and Industries, Farmers Market Authority Administrative Code, Chapter 80-7-1.04(c)(e)(g)(h)(i)(j). It can also be found at www.buylocalalabama.com or www.agi.alabama.gov/farmersmarkets. Vendors not qualifying for grower's permits, (i.e., craftsmen, some baked goods, etc.,) require a current, local business license.

J. Insurance: Each vendor may, prior to participation in the market, provide a certificate of commercial general liability insurance.

K. Sales Tax and Permits: Each vendor is responsible for collecting for his/her own sales tax, where applicable, with farmers exempt from sales tax. Value-added/home processed products (artisan products, baked goods, etc.) containing 50% or more of products grown by the vendor are exempt from sales tax. Other value-added product vendors not meeting these definitions may be required to collect sales tax and submit to the City of Opp.

Items Exempted from Sales Tax Relating to the "Sweet Grown Alabama Act":

PRODUCER VALUE ADDED AGRICULTURAL PRODUCTS. Fruits or other agricultural products that have undergone some degree of further processing by the original producer of the agricultural product, including, but not limited to, whole cuts of meat, bound cut flowers, jams, jellies, or boiled or roasted peanuts.

FARM PRODUCTS. Except as otherwise provided, such term shall include all agricultural, horticultural, vegetable and fruit products of the soil, meats, marine food products, poultry, eggs, dairy products, wool, hides, feathers, nuts and honey, but shall not apply to seeds sold at retail, nor include timber products, tea, coffee or pelts of fur-bearing animals.

Seafood, meat, and cheese vendors are required to have and display a current commercial license and must be inspected by the Covington County Health Department. Vendors not following the Health Department guidelines will not be permitted to sell at the market. Inspections must take place before the vendor intends to sell at the Market.

L. Space Assignment and Rent: The Market Manager shall assign spaces for the entire market season. All market participants may reserve space for the entire season.

i. *Space:* A space includes a 10'X10' stall. Vendors may sell from only one vehicle and must occupy only one space unless assigned additional space by the Market Manager.

ii. Pricing: Spring/Summer Market (April-July) - Weekly cost \$10.00 per space or \$150.00 for full season. Fall/Winter Market (September-December) - Monthly cost \$10.00 per space.

iii. Payment: Participants have the option to pay in advance for the whole season, or on a week- to-week basis. *Advance payment is nonrefundable.* Vendors paying on a per-week rental basis are required to have their payments in by the Wednesday two (2) weeks before (remove...the Tuesday) they plan to attend (i.e. payment made by April 12 2024, to participate in Market, April 25, 2024). For those vendors paying on a weekly basis, payment for the space must be remitted to the Market Manager, located at Opp Chamber of Commerce, 104 West Covington Avenue, Opp, AL 36467, no later than the Friday two (2) weeks before the Market in which they wish to participate (i.e. the week of April 25, 2024, payment must be in the office no later than Wednesday, April 12, 2024). No late payments will be accepted. All checks and money orders must be made payable to Opp Chamber of Commerce (Please add on note line: Opp Farmers Market)

iv. *Miscellaneous:* Additional services/conveniences, such as bringing an additional table, may be allowed, but only with the approval of the Market Manager.

M. *Display Requirements:* All items must be visible and easy to reach. *The price must be clearly marked on all items.* It is recommended that all displays and food items be raised at least 24 inches from the ground. Each vendor must bring a table covering and should consider other items to assist in merchandising their products. Vendors are responsible for making change.

a. The State of Alabama's "Home Processed Products and Cottage Food Law" requires that the consumer must be informed by clearly visible means that the food was prepared in a kitchen not inspected by either the Covington County Health Department or the State of Alabama Health Department. Per this, the Market program requires that such information is on a Label, Tag, or Placard, and must conform to the size of 3 5/8" x 1/2" and the form of the label below, and be placed at the top of the product that is to be sold.

This item(s) was prepared in a kitchen that is NOT inspected by a regulatory agency.

N. *Food Safety and Sampling:* All procedures set forth in the Alabama Department of Agriculture and Industries, Farmers Market Authority Administrative Code, Chapter 80-7-105(d) must be met. It is the responsibility of each vendor to abide by all state federal regulations which govern the production, harvest, preparation, preservation, labeling, or safety of products offered for sale at the Market. All vendors, regardless of product, must meet the health requirements that prevent food borne illnesses. No cooking is permitted within the Market area without prior approval of the Market Manager.

O. *Set-Up & Clean up:* The Market Manager and the City of Opp will open the Market. Vendors are responsible for setting up in their assigned space. Vehicles should be onsite at the Farmers Market by 6:00am, go to their assigned space and begin setting up immediately. Each vendor is responsible for making sure their assigned area is cleaned of any merchandise and/or debris prior to leaving the Market for the day. All trucks/ vehicles should be loaded and cleared from the Market area by 11:30am, 1/2 hour after the Market closes. Vendors will be responsible for bringing their own clean up items, such as brooms and trash cans. Vendors shall not use public trash receptacles for the disposal of unused items, boxes, or trash. Market booths should be manned at all times.

P. *Parking:* The Market Manager has the right to reserve spaces. Vendors may park in unreserved, designated spaces. If a vendor *is* not in place 30 minutes prior to the opening of Market, any unused parking will be open for use by others. No vendor will be asked to move their vehicles to accommodate other vendors after the start of Market for the day, except in cases of emergency.

Q. *Vendor Services:* Massage, gift wrapping, visiting chefs, music, etc. are allowed and assigned space upon approval of the Market Manager.

R. *Severe Weather Cancellation:* In the case of severe weather, the Market may be canceled. To find out if the Market has been canceled, please email joni@oppcoc.net or visit the Opp Farmers Market Facebook page. If the Market has been canceled the Market fee will be applied to a later date.

S. *Miscellaneous:*

- Use or possession of firearms, alcohol, gambling, and/or illegal drugs will not be allowed on premises;
- The sale of live animals is not allowed at the Market;
- Wine is prohibited for distribution and/or retailing at the Opp Farmers Market and at all Farmers Markets in the State of Alabama;
- Alcohol, i.e., beer, whiskey, etc., is prohibited for sale at the Opp Farmers Market and at Farmers Markets in the State of Alabama;
- All profane, abusive, discourteous, and boisterous language and/or conduct at/or about the Market are is prohibited; and,
- Refer to the Market guidelines for other Market violations.

VIII. **Violations:** Any complaint against any Vendor regarding the origination of their product(s), any other matter, such as being loud and/or disorderly to other vendors, shoppers, or City employees, must be directed to the attention of the Market Manager in writing. The Market Manager are responsible for reviewing and resolving complaints. Together, and at their sole discretions, they shall determine the following:

- a) What type of investigation, if any, shall be conducted in response to written complaints;
- b) Whether or not the written complaints shall be provided to the Vendor against whom the complaint is made; and,
- c) The time frame in which such a response shall be made.

When it has been determined that a vendor has violated any provision of the Market rules/guidelines and the smooth operation of the Market would be undermined, that vendor may be penalized. Violations could include:

- (a) Arriving late and not being prepared to sell by the Market opening time;
- (b) Failing to show without notifying the Market Manager in advance;
- (c) Leaving early (with the exception of a sell-out) and not advising the Market Manager;
- (d) Selling products not grown/produced by the vendor; and,
- (e) Vendors' employees who are too aggressive or discourteous to customers, visitors and/or staff.

A. Failure to *Show*: Vendors must notify the Market Manager or their designee by the Friday before the Market if they do not plan to participate due to unforeseen circumstances. Failure to show without notifying the Market Manager or their designee will result in a \$5.00 fee that will be subtracted from prepaid fees, resulting in the need for the vendor to send additional funds to bring the vendor's account up to date. Failure to show without notification twice within a season will result in the loss of the vendor's reservation for the rest of the season with no refunds of any fees prepaid. **B. *Violation Schedule*:**

- 1st Violation: Written notification.
- 2nd Violation: Vendor can stay for the rest of the day, but will be suspended from selling at the next open date.
- 3rd Violation: Vendor can stay for the rest of the day, but will be suspended from selling for the following two months.
- 4th Violation: Vendor can stay for the rest of the day, but will be disqualified from selling for the rest of the Market season.

IX. Enforcement Process: The Market Manager will enforce the rules, determine fraudulent, dishonest, or deceptive merchandising, disruptive behavior, or collusion to set prices among vendors, any of which may be grounds for forfeiture of the right to do business of any kind in the Market for a length of time to be determined by the Market Manager. Failure by any vendor to comply with any of these rules and regulations can result in forfeiture of the right to do business of any kind with the Market for a length of time specified by the Market

Manager. If a vendor would like to appeal their suspension or disqualification, hearing will be arranged with the Manager to hear arguments. The Manager will then determine the outcome of the producer's appeal. All complaints regarding Market management will be handled by the Market Manager.

X. Hold Harmless and Indemnification: By participating in the Market Program, all vendors shall be individually and severally responsible to the City of Opp and Opp Chamber of Commerce for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the vendor's negligence or that of their servants, agents, or employees. All vendors hereby agree to indemnify and save the City of Opp and Opp Chamber of Commerce harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the City of Opp and Opp Chamber of Commerce, by reason of the vendor's negligence or that of its servants, agents, or employees.

XI. Modifications: The Market Manager and/or their designee, shall implement and enforce all rules and regulations pertaining to the operation of these Certified Farmers Markets in a fair and equitable manner. The Market Manager further reserves the right to revise the Market rules and regulations at any time as they deem appropriate.

XII. Verification of Receipt of Rules:

Indemnification: By participating in the market, all vendors shall be individually and severally responsible to the City of Opp and Opp Chamber of Commerce for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the vendors' negligence or that of its servants, agents or employees. All vendors hereby agree to indemnify and save the City of Opp and Opp Chamber of Commerce harmless from any loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the City of Opp and Opp Chamber of Commerce by reason of the vendors' negligence or that of its servants, agents or employees. Applicant Statement:

I agree to abide by the Guidelines of the Opp Farmers Market and to obtain all applicable permits and licenses; to assist in the inspection of my garden by agents of the Market and the Cooperative Extension Service (where applicable); to sell only agricultural products produced on my farm or harvested by my boat (where applicable); or to sell only products produced by myself and/or my employees. I further agree not to hold the Market responsible for any damages arising out of the sales of my products.

Signed: _____ Date: _____

Please mail to Opp Chamber of Commerce Attention:Opp Farmers Market, 104 West Covington Avenue, Opp, AL 36467, or email to joni@oppcoc.net