



FOOD HUB OPERATIONS, POLICIES, AND TERMS OF SERVICE HANDBOOK

WNC Farm to Table PRODUCER'S MANUAL 2023
for Participating Producers, Value-added Vendors, and Crafters

WNC Farm to Table Food Hub
513 Mill Street, Sylva, NC, 28779

The purpose of this document is to share the vision for the WNC Farm to Table, to explain how the Food Hub operates, and to define the rights and responsibilities of producer participants.

For the purposes of this document, WNC Farm to Table will be referred to as "the Food Hub" and sellers as "Producers."

INTRODUCTION and VALUES

WNC Farm to Table is a central aggregation and storage facility for locally-grown food and artisan goods located at 513 Mill Street, Sylva, NC. The Food Hub opens new markets for our community's farmers by providing an online marketplace where shoppers can purchase locally produced food and artisan goods. It also increases equitable access to fresh local food by serving SNAP/EBT recipients in the area.

Supported by Carolina Common Enterprise, WNC Farm to Table works to build an equitable, sustainable local food system by supporting producers and cultivating community connections that educate, inspire and increase the demand for local food.

WNC Farm to Table Values:

- Preserving Our Limited Farmland
- Conservation of Farmland Through Expanded Markets

- Retaining Food Revenue in WNC & Creating Feasible Local Food Options for Residents
- Supporting Healthy Initiatives and Collaborations
- Safeguarding Agricultural Heritage and Culture

The Food Hub works to strengthen local economies, increase food security, support sustainable agricultural practices, and protect the environment by reducing the carbon footprint created from transporting food over long distances.

FOOD HUB POLICIES

1. Communication Requirements

- All producers will be required to use our online software for listing products and printing pack lists. When you become a producer for the Food Hub, you will create a username and password so you can access the producers-only pages of our web site. All producers will need to keep track of their username and password to login to the system.
- The most efficient way for us to communicate is by email. We regularly use email to contact all our customers and producers. Please notify us when any of your contact information changes, and especially your email address.

2. Products Allowed

- Products grown and harvested in Jackson County and the surrounding counties are the main emphasis of the Food Hub. The Market will also be an outlet for other value-added foods and nursery products.
- Products that were not grown/produced, and not packaged by the producer, will not be accepted. For example, if you have a recipe consisting of ingredients you did not grow, and you outsource processing and packaging, this product will not be accepted.
- Crafted items will be accepted at the discretion of the WNC Farm to Table Food Hub. Examples of crafts that are accepted are: wreaths made of dried florals grown by producers, nesting balls made with fiber raised by a producer. Examples of crafts that will not be accepted: pottery, cutting boards, paintings, etc.
- The Food Hub strictly prohibits RESALE of any kind. Producers may only sell products they themselves have grown, processed, harvested, or crafted.**

3. Labeling

- Upon delivery, products must be carefully packaged and clearly labeled as to its contents as well as the farm or business name providing the product.
- The following requirements apply to ALL prepared food, including those prepared in a commercial kitchen. Labeling on all food products including jams, jellies, pickles, kimchi, baked and dried goods, and etc., must include:
 - Name of product (ex: "Apple and Kale Salad")
 - List of all ingredients (should also be listed in online product description)
 - List of locally-sourced ingredients (should also be listed in online product description)
 - Name, address and phone number of where food was prepared, and business license number if available.
 - Net weight, volume or numerical count

- vi. Production date (if shelf stable, month/year is acceptable)
 - vii. Storage instructions, if not shelf stable, and any necessary cooking or reheating instructions.
 - c. All food items must adhere to additional local, state, and federal regulations for labeling. If you intend to sell produce in a container, a package or a bag, you will be required to observe federal labeling laws. Your packaged commodity must be clearly labeled with what is commonly referred to as the IRQ label description. The label must include the **exact**:
 - i. “Identity” of the item in the package (walnuts)
 - ii. “Responsible” party that packaged the item (Bill’s Produce)
 - iii. “Quantity” (1.5 lb., 1 bunch, 1 dozen) of the item in the package.
 - d. For food safety and insurance concerns, all products must be labeled in a way that is easily traceable to the producer. This may be achieved in a variety of ways- twist ties, bags, food grade stickers and labels directly on produce, labels stuck to customer order form, etc.
 - e. All items must be clearly labeled so that staff and volunteers can help producers sort product appropriately; for example, lettuce mixes can be especially confusing. This is a great opportunity to market directly to your consumers with your business information while differentiating your product! Presentation matters because these products are ordered sight-unseen.
4. Regulations
- a. The Food Hub will abide by all applicable local, state and local regulations.
 - b. We strongly recommend that all producers become familiar with the principles of GAP (Good Agricultural Practices) and GHP (Good Handling Practices) and have an active Food Safety Plan in place.
 - i. Food Safety Plan Overview (what it is and who is required to have one under the Food Safety Modernization Act):
<https://extension.psu.edu/food-safety-plan-video>
 - ii. Tools for Writing a Farm Food Safety Plan:
<https://extension.psu.edu/tools-for-writing-a-farm-food-safety-plan>
 - iii. Template: Blank Template
 - c. Every producer is responsible to know and be in compliance with all appropriate federal, state and local inspections, licenses, statutes and ordinances.
5. Online Marketplace Drop Off and Pick Up Hours
- a. Monday Drop off by Producers - 8:00 am to 5:00 pm (unless already stored)
 - b. Tuesdays Drop off by Producers - 8:00 am to 5:00 pm (unless already stored)
 - c. Wednesdays Pick up by Customers - 10:00 pm to 4 pm
6. Producer Contract and Signed Agreement
- a. A completed online Producer Contract, including a signed agreement to follow all policies, is required prior to listing products for sale on the Food Hub online marketplace.
7. Liability Insurance
- a. Producers are required to carry individual liability insurance for their products. The Food Hub will not accept liability for any product safety issues; this liability lies with each producer. Producers may include insurance information in their profile, making

it more attractive to certain entities (such as restaurants).

b. Recommended Liability Insurance Companies and Contacts

- i. Farm Bureau
 - 1. Steve Bryson steve.bryson@ncfbins.com
 - 2. Julie Hodgkin julie.hodgin@ncfbins.com
 - 3. Samantha Hoyle samantha.hoyle@ncfbins.com
- ii. Stanberry Insurance
 - 1. Kevin Stanberry kstanber@stanberry-ins.com
- iii. State Farm
 - 1. Charles Wolfe charles@charleswwolfe.com
- iv. Food Liability Insurance Program-FLIP Enrollment Link:
<https://www.flipprogram.com/events/2685>
 - 1. FLIP Policies start at \$299.
 - 2. Free and unlimited additional insureds.

8. Accuracy of Representation

- a. To protect the integrity of our venture, the Food Hub reserves the right to verify, via physical inspection, the production claims and geographic production location of products offered for sale through our online market.

9. Product Standards

- a. Every producer member is responsible for knowing and complying with all appropriate federal, state and local inspections, licenses, statutes and ordinances. Producers must also comply with any relevant health codes or agricultural laws regarding direct sales of farm and food products to the public. An up-to-date copy of any licenses or certificates required for your business must be on file with the Food Hub at all times.
- b. The Food Hub periodically reviews all products and may at any time question a producer about their compliance with Food Hub, local, state, and federal standards. Products that do not meet these standards may be removed from the availability list by the Food Hub.
- c. The Food Hub reserves the right to remove products with objectionable images, messages, or product implications.
- d. Unsafe, rotted, damaged, sunburned, diseased, insect damaged, and unmarketable products will not be received under any conditions.

10. Changing Availability of Products During Order Cycle

- a. Farming can be unpredictable. If you find that you have more or less of a product than you initially thought, you may sign in and update your quantities. If you have already oversold your product, please contact the manager as soon as possible to notify them of any changes or substitutes. The Manager will work with producers to remedy any issues.

11. Pricing of Products

- a. Producers set their own prices. The unit price is the price set by the producer. Keep in mind, you may price customers out of your products if you make the **unit price** the same price that you ask customers to pay at a farmers market.
- b. The WNC Farm to Table Food Hub is a for-profit venture. Our goal is to develop a

sustainable pricing strategy that will be fair to producers and keep the food hub successful. The percentage retained by the Food Hub will be re-evaluated annually based on the overall volume of the program and how close we are to breaking even. See “HOW THE ONLINE SYSTEM WORKS: AN OVERVIEW” for more on product pricing in the online system.

12. Sales Tax

- a. As of February 2020
- b. Marketplace facilitators with more than \$100,000 in gross sales into North Carolina or at least 200 separate transactions in the state annually are required to collect and remit North Carolina sales tax on behalf of third-party sellers under Session Law 2019-246 (effective February 1, 2020).
- c. Sales tax will be added to the order total
- d. Producers will no longer collect and pay sales tax for items sold on online market
- e. 2.25% on most items, 6.75% on some items
- f. Food Hub will remit sales tax collected to NCDOR
- g. No sales tax for Wholesale/Restaurant and EBT customers

13. SNAP Benefits and Double Up Food Bucks

- a. The Food Hub aims to increase community access to healthy, local food products, regardless of income level. We offer recipients of the SNAP benefits the option to redeem benefits through the Food Hub by creating an account for the online market and selecting the option “A Retail Customer Interested in Purchasing Using EBT Card / Double Up Food Bucks” Online orders can be placed and then paid on-site with a SNAP card at the time of pick-up.

14. Getting Paid

- a. The Food Hub will pay producers via check on the first Wednesday of the next month for orders sold the previous month unless there are missing item tickets or there is an unresolved discrepancy in the amount to be paid. The Food Hub reserves the right to refuse products that are not what customers ordered, or which are spoiled or contaminated, or otherwise not acceptable.

15. Producer Meetings

- a. All producers are required to attend one annual meeting, one individual producer meeting with Food Hub Staff, and are encouraged to attend other Food Hub events offered throughout the year. These opportunities help everyone stay up to date on policies and procedures as well as provide input and feedback to the Food Hub staff and Advisory Committee.

16. Discrimination and Harassment

- a. All participating members, producers, and customers of the Food Hub shall not discriminate against any individual with regards to selling, disciplinary measures, or other matters because of age, sex, race, creed, national origin, sexual orientation, or the presence of any physical or mental disability. Producers shall behave toward all customers, potential customers, other producers, and Food Hub staff and volunteers, in a way that is free from harassment and discrimination. Complaints should be taken to the Executive Director and the Board of Directors, and they will be handled confidentially.

17. Donation of Goods

- a. If producers would like to **donate** products to local organizations, it will be the sole responsibility of the producer to coordinate product donation and delivery.

18. Photos for Local Food Marketplace

- a. All photos, representing products being sold, must be owned/taken by the producer. Producers are not permitted to use stock photos, as this could be a violation of copyright laws. Any producer found using stock photos will be notified, and the photo replaced with the default Local Food Marketplace logo.

HOW THE ONLINE SYSTEM WORKS: AN OVERVIEW

Weekly Shopping Cycle Schedule

If you would like to manage your own profile and product availability each week, then each Wednesday between 12:01am and 11:59pm, please update your stock on the online marketplace for customers to order Thursday-Sunday. Early Monday morning, your orders will be emailed to you as the “Pick List”. Deliveries of orders are brought to WNC Farm to Table at 513 Mill St, Sylva NC on Mondays or Tuesdays between 9-5. Customers may pick up their orders on Wednesdays 9-5.

	Monday	Tuesday	Wednesday	Thursday	Friday	Sat.	Sunday
PRODUCER	Pick tickets are sent to your email around 5 AM	You deliver packed orders to WNC food hub	You enter your new products and adjust inventory by Wednesday midnight	Shopping window is open- you can still update product availability during this time if you wish, but you cannot change prices for listed products			
CUSTOMER	Ordering closes Monday at 12:30 AM	Final order confirmation sent Tuesday 12:30 AM	Pick up orders, customers are sent reminders at 12:05 PM	Ordering window opens Thursday 12:30 AM			Unconfirmed order reminder sent at 8 AM
HUB		Aggregation day	Distribution day for customers				

1. Product Pricing:

- Food Hub producers set their **unit price** (what they will be paid by the food hub) for each of their products listed on the online market. This is the price Lisa will pay you for your product. You never have to worry about marking up your product to retail prices because we will do that through the website. We have different mark-up rates for different types of customers, and below is the breakdown of each.
- For retail customers: the online market system multiplies the unit price by 1.25 to determine the price for all products - a 25% markup.
- For wholesale/restaurant customers: a 20% markup.
- For SNAP/EBT recipients: 15% markup.

- e. Producers and Food Banks: 10% markup.
 - f. Example:
 - i. The producer is paid \$2 for each bunch of radishes. When sold to a retail customer, the **margin** (difference in what the customer pays and what the producer is paid) is \$0.50.
 - ii. The \$0.50 is used to cover credit card processing fees (around 3% or \$0.08) and \$0.42 is used along with donations and grant funds to cover expenses the Food Hub incurs in the administration, aggregation and sales of the products. Examples of operating expenses are annual web marketplace fees, insurance, supplies (toner, paper, cleaning supplies, tape, highlighters, pens), utilities, and some staff time.
 - iii. The producer is receiving 80% of the total amount paid by the customer ($2/2.50 = .80$ or 80%) leaving a margin of 20% to cover credit card processing fees (3%) and other expenses (17%).
 - g. WNC Farm to Table's goal is to develop a sustainable pricing strategy that will be fair to producers and keep the food hub successful. The percentage of the customer price retained will be re-evaluated annually based on the overall volume of the program and how close we are to breaking even.
2. Producers are required to follow the guidelines provided for the website's "Meet Your Producer" profile. These guidelines strongly encourage producers to provide a detailed representation of the practices used to raise livestock and grow crops. These profiles allow Food Hub customers to make informed purchasing decisions about producers and products offered. Full disclosure of growing, farming, and production practices forms the basis of trust between producer and consumer.
 3. Each completed order is a legally enforceable contract to pick up and pay for the products ordered, unless the products are damaged, broken, or undeliverable. Ordering windows will be pre-determined and publicized to all producers and customers.
 4. Producers are responsible for dropping off product or having it available in rented storage space in the Food Hub, and also for picking up their orders during the times specified. Distribution location and time will be pre-determined and publicized to all producers and consumers.
 5. Customers are responsible for ensuring they receive all items ordered and for carefully checking their invoices. Credit card information must be entered and stored in retail customers' accounts before an order can be confirmed. Payment for all retail customers' online product orders will be processed by credit card at the end of the pickup day. Additional purchases of products available at the Food Hub may be added to an order at pickup.

PRODUCT SPECIFIC GUIDELINES

Providing all relevant certifications and licensing, and adhering to local and federal regulations is the Producer's responsibility. The Food Hub assumes no liability for any products sold on the online marketplace.

1. Meat

- a. Meat products must be inspected and bear the label of the State or Federally inspected plant where they were processed unless on-farm processing is permitted.
- b. Meat products sold through the Food Hub must be caught or raised by the producer.
- c. Meat products must be in a completely frozen state when brought to the Food Hub.
- d. Additionally, meat producers must:
 - i. Comply with all applicable local, state, and federal regulations.
 - ii. Provide the Food Hub with copies of their licenses, insurance, permits, and certificates.
 - iii. Maintain a temperature control transportation plan for products being delivered to the Food Hub for drop-off or storage.
 - iv. Include the farm name, weight, and accurate product name (ex: cuts) on the label.

2. Prepared Foods: Value-Added Products / Baked Goods/ Processed or Dried Foods

a. Every producer is responsible to know and be in compliance with all appropriate federal, state and local inspections, licenses, statutes and ordinances.

- a. Producers must follow all labeling and permitting procedures outlined in the Food Hub policy, and by federal, state, and local policy.
- b. Fruits, vegetables, and herbs used in processed foods should be primarily grown or harvested by the producer or purchased from a local grower.

3. Nursery: Per page 2 of Food Hub Manual Producers may only sell products they themselves have grown, processed, harvested, or crafted.

- a. For example, a **producer may not buy wholesale from someone else and then retail the product through the Food Hub.**
- b. To further clarify what is considered 'grown by the producer' in the nursery setting, a producer can only sell nursery items that are:
 - i. Potted up from a smaller pot to a larger pot
 - ii. Cuttings from root stock
 - iii. Grafted by the producer
 - iv. Grown by the producer from a seed, bulb, corm, rhizome, root
 - v. Plants divided from established gardens
- c. Nursery items that may NOT be sold include:
 - i. Plants that are purchased wholesale, and sold in the same container they were purchased in (i.e. the plant has not been potted up)
 - ii. Plants that are considered invasive to the WNC Farm to Table according to this [list](#) published by the N.C. Invasive Plant Council

4. Eggs - The Food Hub must follow the [NC Egg Law](#)

- a. According to that law, while you don't have to wash your eggs, they do have to be clean (no feces, no debris), and you have to clean them if needed. **At the Food Hub, we do ask that you wash your eggs.** We've had customer complaints in the past about dirty eggs.
- b. They also need to be refrigerated while in your possession at 45 F.
- c. You can reuse cartons as long as the old label is marked out, and they are clean (Our customers recycle them here, and I'm happy to give you some!)
- d. You can sell up to 30 dozen ungraded eggs a week, after that, you need to grade the eggs
- e. Follow the label requirements in the egg law document

TERMS OF SERVICE

1. Customer Satisfaction and Refunds

Food Hub staff will mediate customer complaints and any requests for refunds or returns via a customer complaint protocol. Financial liability for rejected products lies with the Producer in these cases. Staff will share complaints or requests with the responsible producer. If a mutually agreed upon solution cannot be reached, first the Food Hub Advisory Committee, and then, if needed, the Board of Directors, will be called upon to advise. All complaints and requests will be recorded and filed.

2. Product Refusal

WNC Farm to Table Food Hub staff inspect products as orders are sorted, after producers drop off product. If staff find products that are **unlabeled**, rotten, bruised, broken, wilting, unsealed (canned goods, meat), off smelling, freezer burned, too large (i.e. zucchini), too small (i.e. beets), slimy, moldy, excessively dirty, diseased, potentially contaminated or not as advertised, we reserve the right to refuse this product.

The producer will be notified of the refusal via email. The email will include a photo, and a description of why the product has been refused. If time allows before customer pickup, a replacement may be brought for the order, and the refused product may be picked up. *We will not hold refused product for more than two business days.*

3. Customer Expectations

If customers do not pick-up their orders within the pick-up window, they will still be charged, and their items will be donated to a local non-profit organization such as F.A.R.M. Full Circle, the Hunger and Health Coalition, or the Hospitality House. The Food Hub is unable to keep items for an extra week or to deliver them back to the producer.

4. Vendor Expectations

Producers are expected to deliver all items ordered during the drop-off window. The Food Hub operates on a specific time schedule and it is crucial for each producer to be on time.

- The third time a producer is late with delivery, they will receive a written or emailed warning.
- If a producer is late more than five times, they will be suspended from selling during

the following order cycle.

- If a producer is late more than seven times, they will be barred from selling for the remainder of the calendar year.
- Blue Ridge Women in Agriculture also reserves the right to trigger an inspection if there is sufficient cause to believe that a producer is in violation of Food Hub policies

5. Rights Reserved

The Food Hub reserves the right to reject any product sold through the Food Hub that we believe is not up to standards, is delivered spoiled or contaminated, is not packaged/labeled according to policies, or does not fit the description of the items sold.

The Food Hub also reserves the right to remove a producer who has misrepresented their products, practices, geographical sourcing, or other critical aspects of their business. We will certainly do this if we feel it is necessary to maintain the integrity of our marketplace.

6. Inspection Policy

Effective October 1, 2022, the WNC Farm to Table Food Hub and farmers market will implement a policy allowing for two types of inspections:

- Random inspection: Annually in May, WNC F2T and farmers market staff will use an automatic number generator to determine which producer will be inspected that season.
 - Producers are eligible for inspection if they've sold more than \$500 worth of product through the Food Hub in the last 12 months. All producers are eligible for inspection if they sell through the farmers markets.
- Inspections will be carried out by third-party inspectors with expertise in the field, hired by WNC Farm to Table. The inspections aim to ensure that all products being sold through the Food Hub and Farmer's Markets are being produced at the place of business, and according to the practices that producers claim on their profile page.
 - Inspections will occur within 7 days of a complaint, and will consist of an "online marketplace audit" (or stall audit for King Street and Winter Markets), where the inspector will record all products currently being sold through the WNC Farm to Table Food Hub (or farmers market), followed by a physical inspection using the [Producer Inspection Report Form](#), within seven days of the online audit.
- If a producer is found to be selling products that were not produced in accordance with policies, those items will immediately be removed from the online marketplace.
 - The offending producer's account will be deactivated until they set up a time to meet with Food Hub staff to go through the Producer Manual, and the producer must re-sign a physical copy of the document for Hub records.
 - If a producer is again found to be in violation of the manual, they will be delisted for the remainder of the calendar year, and must reapply if they want to sell on the Hub the following year.

- Any following offenses will result in permanent termination from the Food Hub.
- If this producer sells at the farmers markets they will be suspended for the rest of the season and must reapply the following market season.

7. Customer Complaints/Refusal of Products

- If the Food Hub refuses the same product twice and/or we receive customer complaints about the **same product** in three **consecutive** weeks, you will be asked to delist that product for the next ordering period.
- You will receive a written warning after the second consecutive week, and you will be asked to delist the third consecutive week.
- After relisting the item, if we continue to refuse/receive customer complaints, you will be asked to delist the item for the remainder of the year
- If you are asked to delist different products from the Food Hub **more than twice** due to product refusal or customer complaints, your account will be deactivated from the Food Hub for the remainder of the year. This is subject to Food Hub staff discretion.

Producers must follow all policies outlined in the Food Hub Operations, Policies, and Terms of Service Handbook as laid out in this document.

Revised 9/23/22

Please [sign this agreement online](#) as a part of your application package. The form will also allow you to attach scanned copies of appropriate permits, licenses, certifications, and proof of insurance (if your products call for such).

I have read and understood the policies outlined by WNC Farm to Table Food Hub Producer Manual and Operations, Policies, and Terms of Service Handbook, and I agree to comply with their specifications. Furthermore, I understand that failing to comply with Food Hub policies and terms of service may result in the suspension or revocation of permission to participate in the WNC Farm to Table Food Hub online market.

Signature Date

Printed Name

Business Name

CONTACT INFORMATION

Address

Phone Number(s)

Email Address

You must also provide up-to-date copies of the following:

- Appropriate permits, licenses, certifications, and proof of insurance (if your products call for such)