

# Ottawa Farmers' Market Association

ONTARIO CORPORATION NUMBER 1723445

## Vendors' Handbook of Rules & Regulations

### **Lansdowne Park Market**

2019 Market Season

[www.ottawafarmersmarket.ca](http://www.ottawafarmersmarket.ca)

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## PURPOSE OF THE HANDBOOK

1. The purpose of this Vendors' Handbook is to describe the organization and administration of the Ottawa Farmers' Market Association's (OFMA) Lansdowne Park Market. and to detail the rules and regulations to be followed by the Board of Directors, Vendors and staff of the Market. Lansdowne Park Market is defined as OFMA Farmers' Markets located at Lansdowne Park. The Farmers' Markets located other than at Lansdowne Park shall be administered by a separate Vendor's Handbook. The word(s) "Market" or "Farmers' Market" in this Handbook refer to Lansdowne Park Market only. Any issue not covered in this Handbook shall be dealt with by the Market Manager or Board of Directors.

## ORGANIZATION

2. **OFM Association.** The name of the organization is the Ottawa Farmers' Market Association (OFMA) (Ontario Corporation #1723445) a non-profit organization. The mission of the OFMA is to maintain a Farmers' Market for the purpose of marketing Ottawa Region, farm, agricultural and craft products and to improve production of, stimulate public interest in and increase consumption of these products. The OFMA is therefore open strictly to local and bona fide producer-Vendors; resellers are not eligible. All Vendors must be members in good standing of the OFMA.

3. **Governance. Governance is as per the OFMA bylaws.** The OFMA is governed by a 10-member Board of Directors elected from the OFMA membership. The Board of Directors consists of a President, Vice-President, Treasurer, Secretary and six Directors. See Appendix E for a list of Board of Directors members. Board of Director meetings are normally held on the first Monday of each month. Amendments to the Vendor's Handbook may be made by the Board of Directors at any time, however such amendments shall not be in force or acted upon until approved by the voting members at a general or special meeting. Member concerns may be addressed personally at a Board of Director meeting providing 48 hours written notice prior to the meeting is given to the President. Non-compliance with any provision of this handbook shall be subject to disciplinary proceedings as set out in **Item 16** of the OFMA By Laws.

4. **Management.** The OFMA is managed and operated by a Market Manager or co-managers, as the Board deems expedient. The Market Manager shall be an employee of the OFMA. Other support staff shall be employees or contracted as applicable.

5. **Market Branding.** Colors: The official colors of OFMA are Green and White.



Logo:

Motto: From the Heart of the Land

The OFMA logo, website, website contents (including photos) and other intellectual property are the property of the OFMA. Use of the OFMA logo, contents (including photos) of the OFMA website and/or intellectual property shall only be used with written permission from the Board of Directors.

## MARKET LOCATION, SEASON, and DAYS

6. **Location.** The OFMA is centered at Lansdowne Park, Ottawa, Ontario and locations as stipulated on the stall application forms.

7. **Dates & Hours.** The Market season will be determined by the Board of Directors. Special Market event dates and times shall be set by the Board of Directors. Early closing as a result of safety concerns will be at the discretion of the Market Manager.

## ELIGIBILITY FOR MEMBERSHIP

8. **Producers-only.** Vendors shall produce what they sell. All products offered for sale shall be grown or produced by the applying Vendor. The Vendor is defined as the applicant or the applicant's spouse, sibling, child, parent or domestic partner, or employee, or member of a provincially registered legal producer-based agricultural co-operative who assist substantially in the cultivation of the crops, or in the production of the Agricultural, Prepared Food or Craft product. The sale of items grown or produced by anyone other than the Vendor, as defined above, shall not be permitted.

9. **Residency.** Applicants shall reside in Canada and grow or produce the goods within 100km of the City of Ottawa. Exceptions may be made at the discretion of the Board of Directors.
10. **Local Content Verification.** All applicants for membership shall comply with the applicable requirements set out in Appendix B and Appendix B1.

**PRODUCT CATEGORIES** (Refer to Appendix A for applicable Vendor Mix percentages)

11. **Agriculture.** Products include, but are not limited to, fruit and vegetables, plants, shrubs, trees, flowers, honey, maple syrup, preserves, sauce, wine, cider, vinegar, meat, fish, poultry & eggs, soap, dried soup and other mixes, soils (black muck), manure, firewood, fleece, wool, fence posts, animal feed, grains, etc. Agricultural Vendors may sell pre-packaged, individual servings for take-home, and a reasonable charge may be applied for small samples. Vendors must ensure that all returned products from offsite processing are their own. Product gatherers either gather on their own land or on other land with the owner's permission. If more than one Vendor applies from the same agricultural enterprise, each shall be separate legally and physically.

Agricultural vendors may sell prepared food from their Agricultural Stall provided the following guidelines are adhered to:

- Single item<sup>1</sup> only may be served which shall not become the main or dominant product on the vendor's stall;
- Menu of one item only per market day with no limit on number of item choices for the season<sup>2</sup>;
- The defining<sup>3</sup> or main<sup>4</sup> ingredient must be produced by the agricultural vendor;
- All menu items will be juried at the discretion of the Market Manager;
- Should the preparation of food interfere with a neighboring vendor the offending vendor will either have to change the way they prepare the food or move to another stall in accordance with **Item 38 – Conducting Business**; and
- All participating vendors will have to comply with **Item 42 – Food Safety**.

<sup>1</sup> **Single item** -- can be a dish (i.e. chili, soup, stew, salad) or a single item (i.e. cob of corn, hamburger) served in or on a single container (i.e. cup, bowl, plate or substrate) with no side dishes or beverages which would turn it into a meal. Condiments (ketchup, mustard, butter for corn, etc.) would be permitted

<sup>2</sup> **One Item** - only one choice may be offered on any given market day but there is no limit to the variety that can be offered throughout the season, as product becomes available

<sup>3</sup> **Defining** - critically important to the dish

<sup>4</sup> **Main** – most prominent, by weight or by volume

12. **Prepared Food.** All prepared food shall be produced by the applying vendor from scratch, where commercial/ready-to-make mixes are not permitted. Products include, but are not limited to, breads, rolls, buns, muffins, cookies, fruit pies, cakes, pastries, meat pies, etc.
- May add value to the item before serving it to the customer<sup>1</sup>;
  - Vendors shall use as much local product as possible <sup>2</sup>;
  - May have multiple menu items (i.e. cookies, squares, bread, pies, etc. at one stall);
  - May sell their goods either pre-packaged at point of production, packaged at point of sale or as a single, ready-to-eat serving handed to the customer on a napkin or plate or in a cup, with a fork or spoon as required;
  - Hot items shall not be served at the Market; and
  - The Market Manager has the right to request that Prepared Food Vendors provide proof of locally sourced ingredients, i.e. receipts, etc.

<sup>1</sup> **Add Value** – for example, a prepared food vendor could sell pie by the slice and add a dollop of whipping cream or spoonful of (local) ice cream, or drizzle it with a (local) berry sauce. A bagel vendor could spread cream cheese on the bagel before giving it to the customer, local ice cream could be sold in a cone, etc.

<sup>2</sup> **Local** - obtaining the defining ingredient(s) used in prepared dishes from, in the following order:

- *OFMA Members (including exceptions outside 100 km);*
- *Farmers/producers within 100 km of Ottawa; and*
- *Farmers/producers from Ontario and/or Quebec.*

Vendors shall sell a minimum of 4 days prior to July 31 or risk losing their membership. If Prepared Food vendors wish to attend in the fall only, they must apply, book and pay for their block stall space before July 31.

13. **Refreshment.** The goal of the Ottawa Farmers' Market (OFM) is for the Refreshment Vendors to provide food that is of high quality, prepared by the Vendor, on site or at home, using local products, and ensure the customer is offered a varied and interesting selection.

- Refreshment Vendors shall be in an area designated by the Board of Directors;
- Refreshment vendors are the only vendors who can serve a meal<sup>1</sup>;
- Refreshment Vendors can only be full season Vendors;
- Preference shall be given to premium products including food, drinks, and condiments;
- Hot and/or cold food shall be prepared by the Vendor, on or off site, preferably from scratch;
- Food shall be "ready to eat" for consumption at the market, or for takeout;
- Vendors shall only use high quality ingredients and purchase ingredients directly from OFM members or sourced from local producers as much as possible <sup>2</sup>;
- Vendors are encouraged to create drinks from a variety of ingredients on site. Concentrates and powder mixes are not acceptable. Vendors shall only sell locally roasted fair trade coffee, loose fair trade tea and fair trade cocoa (hot chocolate). Milk is also permitted to be sold. Vendors are not allowed to sell bottled water;
- The Market Manager has the right to request that Refreshment Vendors provide proof of locally sourced ingredients ie. receipts, etc.; and
- No trailers shall be allowed in the Refreshment Vendors' stalls during Market business hours.

<sup>1</sup> **Meal** – variety of food and beverage served and eaten at one time

<sup>2</sup> **Local** - obtaining the defining ingredient(s) used in prepared dishes from, in the following order:

- *OFMA Members (including exceptions outside 100 km)*
- *Farmers/producers within 100 km of Ottawa*
- *Farmers/producers from Ontario and/or Quebec*

14. **Arts and Crafts.** Arts and Crafts shall be hand-made by the Vendor using as much local material as possible and his or her own skill, artistry and training to produce a new, unique and original product appropriate for the farmers' market. The following factors will be closely assessed:

- Craftsmanship and quality;
- Creativity and originality of concept; and
- Value added to original or natural materials, as local as possible, used in the finished product.

Vendors shall sell a minimum of 4 days prior to July 31 or risk losing their membership. If Arts and Crafts vendors wish to attend in the fall only, they must apply, book and pay for their block stall space before July 31.

## APPLICATION AND SELECTION PROCESS

15. **Vendor Agreement.** All applicants for membership shall complete a "Vendor Agreement" form. This Agreement is made annually between the OFMA and the producer-Vendor, who agree to enter into a contract for their mutual benefit and to set out the terms and conditions of their Agreement, as detailed in this Handbook. Signing of the Vendor Agreement confirms that the Vendor shall abide by the By-Laws, Vendor's Handbook Rules and Regulations which were established to ensure a high quality, producer-based market, with a variety and balance of products, and to ensure fairness to all Vendors. The Agreement also lists all the products approved by the Board of Directors for sale by the Vendor at the Market.

In the event of the business changing ownership, it is deemed a breach of the "Vendor Agreement" and as such, the business shall lose seniority and shall require a new Vendor application and products to be juried. The new owner shall retain the same location.

Businesses transferred to immediate family members (definition for "immediate family" includes the spouse, great-grandparents, grandparents, parents, brothers, sisters, children, grandchildren, and great-grandchildren of the owner and his/her spouse. This also includes individuals for whom the owner is current legal guardian) shall maintain full membership status and remain at the same seniority level.

A Vendor may change product category, but shall conform to all rules pertaining to that category and shall be approved by the Board of Directors.

The Board of Directors may also approve a vendor in another category for a specific Market season.

Vendors shall retain insurance as set out in **Item 50**.

16. **Review & Jurying.** The completed Vendor Agreement form is reviewed by the Membership Committee. All products to be offered for sale shall be juried by a Jurying Committee (committee within the Membership Committee) to ensure they are indeed produced by the applicant, are produced within 100 km of the City of Ottawa, are of high quality and are compatible with the other products sold at the Market. For returning members with new products, and new members, samples shall be presented well before Market day. Jurying times and dates will be determined by the Membership Committee.

17. **Approval.**

- a. The Jurying Committee shall recommend acceptance or rejection of each Vendor Agreement and each product to be offered for sale, based on a majority vote, and the results shall be submitted to the OFMA Board of Directors for final approval.
- b. The OFMA Board of Directors reserves the right to refuse acceptance of any applicant or product that is not in keeping with the rules, regulations or standards of the OFMA. Applicants may ask the Board of Directors to reconsider decisions made on their admission or products.
- c. The Board of Directors may, in its discretion, limit the participation of member(s) to specified markets and to specified products.

18. **Seniority.** Seniority within the OFMA is defined as a Member, in good standing, who attends the market as a full season Vendor (see **Item 26** in the Vendors' Handbook), and who has committed to the full season. Total of fees must be received by April 25<sup>th</sup> each season.

Payment in advance means the delivery of 3 postdated cheques before April 25<sup>th</sup>, dated April 30<sup>th</sup>, May 30<sup>th</sup> and June 30<sup>th</sup> or with one cheque covering the entire amount due dated April 25<sup>th</sup>. Failure to commit with payment in full may result in loss of Seniority, the vendor's stall space(s) being offered to other vendors in the Seniority List, the vendor being reverted back to an occasional vendor at full stall rates or other disciplinary proceedings as set out in item 16 of the OFMA By Laws.

Previous block or occasional Vendors applying for full season status shall be granted seniority in the order that their membership application and payment are received (post marked date). New members applying to the OFMA requesting full season status shall be granted seniority in the order applications and payments are received and approved by the Board of Directors.

There is one seniority list. Stalls that become available for various reasons, such as Vendors leaving the market, shall be offered to all full season members and awarded to the interested member highest on the seniority list. If no existing members are interested in the stall space it would be offered to new full season members as they applied, or to block or occasional Vendors in that order. Members who stop attending the market for health or other reasons, may apply to the Board of Directors to hold onto their seniority for the remainder of the season.

19. **New Products.** If, after approval of original product lists, Vendors wishing to sell items which fall into a different product category, or wish to add new products from the product(s) originally juried, they shall have these items juried and approved before they can be offered for sale, display or sampling. The original application shall be amended as required. A database shall be created for each Vendor product list and shall be amended, with approval by the Board of Directors.
20. **Special Markets.** Each Special or Satellite Market may have its own application, fee structure and selection process. OFMA members must attend at least 6 markets by the end of the season to be eligible for the Christmas Markets. The Board may allow exceptions. Christmas Markets are booked in advance with the intention of filling the space available. Therefore, any vendor

who registers full season but does not attend each market date shall lose the full season discount and pay the daily rate for days attended. Exceptions may be made at the discretion of the Board.

## STALL ALLOCATION

21. **Space Limitations.** Indoor Vendors are normally limited to a single stall space; outdoor Vendors are normally limited to 2 stall spaces. Vendors are restricted to one corner stall per Vendor. Vendors may apply for multiple spaces, but allocation depends on the space available at the time, and may be withdrawn at any time if the space is required for new Vendors. Additional stall space requirements shall be, at the discretion of the Board of Directors, charged a percentage of the space taken.
22. **Sharing.** Two Vendors may share a stall, provided that they meet the following criteria:
- Both shall hold individual memberships;
  - Products of both shall be on display at all times;
  - Their products are deemed compatible; and
  - Both Vendors shall attend full time.
23. **Sub-letting.** Vendors may not sell, sub-let or rent stall space to other Vendors.
24. **Space Allocation and Location.** For the regular season full stalls (10'x20') shall be available only to Agricultural vendors. The Board of Directors may allow exceptions to full season non Agricultural vendors if justified. Stall spaces are allocated in the following priority:
- 1) Returning full-season Vendors have the right of first refusal on their previous year's location, their stall size (if vending prior to and including the 2015 summer season) and first choice over all other Vendors in order of seniority for a vacant and available stall.
  - 2) New full-season Vendors.
  - 3) Block Vendors.
  - 4) Occasional Vendors on a first-come first-served basis prior to Market day.

Seniority list attached (Appendix D)

For Special Markets, space is allocated as above, except for Occasional Vendors where priority is given to Occasional Agriculture, Prepared Food and Refreshment Vendors and then Occasional Craft Vendors based on the number of days they have attended the Market during the year. Vendors whose applications are received after the application deadline shall be allocated space last if available.

## FEES

25. **Membership Fee.** Members shall pay a non-refundable membership fee of \$150.00 (plus HST) in their first year. In subsequent years, annual membership fees are \$50.00 (plus HST).

Fees are due January 1<sup>st</sup> and shall be remitted by March 15<sup>th</sup>. From March 16 to May 1, an additional \$50 late charge shall apply.

Failure to submit fees by May 1, may result in membership or seniority being cancelled or other disciplinary proceedings as set out in **Item 16** of the OFMA By Laws Any disputes will be addressed by the Board of Directors.

26. **Stall Fees.** Fees are based on Vendor status and size and location of the stall. Location preference is based on seniority and full season membership. Selection of stalls should be made prior to May 1<sup>st</sup> of the new season.
- *New Member Special:* Pays 3 daily fees and gets the 4<sup>th</sup> day free, payable in advance. The 4 days shall be sequential;
  - *Occasional:* Due and payable in full to the Market Manager on arrival;
  - *Block Season:* Due and payable in full to the Market Manager on arrival of first day of trading;
  - *Full Season:* Total of fees must be received by April 25 each season. A new full season member applying after the beginning of the season shall pay stall fees in full on their first market day, based on the number of weeks remaining in the season. Vendors shall decide on seasonal stall before the end of their first market day. Refreshment Vendors shall pay for a full season stall; seniority is applied to full season Vendors only; and
  - *Special Markets:* Payable on application.



Fees will be determined each year by the Board of Directors and set out on the fee schedule on the Stall Application Form. Fees for outside and inside (Aberdeen Pavilion) location include regular and corner full stalls (10'x20') and half stalls (10'x10').

27. **Hydro Usage.** The OFM shall facilitate access for hydro at Lansdowne Park. Power shall be available on a per 15 amp outlet basis per season due on the first Market day. Electrical requirements and fees shall be assessed on a seasonal basis by the Board of Directors.
28. **Vendor Identification.** Each Vendor and staff shall wear an OFMA apron (properly worn) or t-shirt (fully visible). The aprons and t-shirts are available from the Market Manager at cost.
29. **Vendor Signs.** All Vendors shall display one professional quality vendor identification sign within their stall that is clearly legible by the customer. Product promotional signs may also be displayed within the stall.
- Vendor identification sign shall identify business name and may identify the business address, owner(s), web site, social media, slogan, product description etc.
  - Promotional signs shall be of professional quality and directly related to the Vendor's operations.
  - Product, pricing and menu signs shall be clearly displayed.
  - All signs shall be displayed within the vendor's stall/s.
  - Signage conflicts shall be addressed by the Market Manager, and if unresolved, by the Board of Directors.
  - Misrepresentation of vendor product and/or business is unacceptable and shall be addressed by the Market Manager, and if unresolved, by the Board of Directors.
30. **Refund Policy.** Membership, occasional, new member special and hydro usage fees are non-refundable. The Season, Block Season and Special Market fees may be refundable, on approval by the Board of Directors. Refunds shall be pro-rated according to Market days remaining. A \$25 administrative fee is applicable.

## VENDOR RESPONSIBILITIES

31. **Compliance.** Vendors shall fully comply with the following:
- The OFMA Bylaws and this Handbook;
  - Municipal, Provincial and Federal Regulations regarding labelling, measures, health and safety, etc., for all products offered for sale at the Market;
  - Treat the OFMA Board of Directors, staff/employees and volunteers with courtesy and the utmost respect; and
  - Treat the OFMA members, vendors and their staff/employees with courtesy and the utmost respect.

Failure to comply may be grounds for suspension or termination of the Vendor Agreement and membership and is subject to disciplinary proceedings as set out in **Item 16** of the OFMA By Laws.

Compliance is the responsibility of the individual Vendor and not the OFMA. As per the OFMA Protocol for Inspections, the Board of Directors reserves the right to appoint individuals or organizations to visit a farm or workshop etc., to undertake and audit, to verify compliance. Whatever information or documentation is requested it shall be provided by the Vendor. Non-compliance may result in the membership being revoked.

During market hours, the Market Manager may issue a ticket to non-complying vendors for each infraction, which will carry a \$10 fee per ticket or infraction, payable at time of infraction or when the following year's membership renewal is due. Membership renewal will not be permitted until any outstanding fees are paid in full. If you wish to dispute the ticket, you must notify the Market Manager in writing within 10 days of the ticket being issued. Vendors shall be required to explain to the Board of Directors why they are not following the rules and regulations upon receipt of their 5<sup>th</sup> ticket.

32. **Payment of Fees.** Any NSF cheques are subject to a \$50.00 administration fee, cash only shall be accepted from any Vendor who has two NSF cheques per year.
33. **Stall Sitters.** Vendors are expected to attend the Market in person to sell their own products, and not make use of agents. Occasional use of stall sitters is permitted, and Vendors are encouraged to arrange a sitter rather than not opening the stall for the day, but any Vendor who uses a stall sitter six times shall be required to explain to the Board of Directors why their Vendor Agreement and membership should not be terminated.
34. **Vendor Attendance.** Vendors are expected to attend the Market for the entire market day and shall inform the Market Manager by 7.00pm the day before Market Day, if they will not be opening. If the Vendor does not arrive 30 minutes before opening,

their stall space may be assigned to another Vendor. Those who are absent and/or do not open six times, during a market season, **shall be required to explain to the Board of Directors why they were absent and/or did not open.** Without an adequate explanation their stall location could be taken away, seniority could be lost, membership could be revoked or other action may be taken at the discretion of the Board of Directors. Daily Vendors who book by the deadline, but subsequently fail to show up shall be charged the daily fee.

35. **Punctuality.** Late arrivals and early departures disrupt the Market, annoy customers and can become a safety issue. Vendors who arrive late or leave early shall first be warned by the Market Manager on each occasion and, if late six times or depart early six times, shall be required to explain to the Board of Directors. Their reasons may be subject to disciplinary proceedings as set out in **Item 16** of the OFMA By Laws.

- Late Arrivals. Vendors shall arrive at the Market in time to unload, move products into the stall, park vehicles, setup their stall and open for business at the designated opening time (see article 7 for times). If a Season Vendor has not arrived at least 30 minutes before opening time the Market Manager has the option to rent the stall to an Occasional Vendor for the day. Season Vendors shall notify the Market Manager if they will be late or absent.
- Early Departures. Vendors shall keep their booths/stalls open for the entire Market day, and not begin to tear down their display or stall before the designated closing time. If the Vendor must leave early, they shall inform the Market Manager and shall not bring their vehicle into the sales area. In no case will a vehicle be allowed to move within the customer areas until after the Market closes. All Vendors shall leave the Market no later than 2 hours after the Market closes.

36. **Products.** Vendors shall bring enough products to last the entire day. Exceptions may be made for reasons of product supply beyond the control of the Vendor; e.g. produce in season. Products being delivered during market hours shall be taken to the Vendor's stall by hand or cart. All Vendors shall remove products daily. All produce shall be fresh and of good quality. Misrepresentation of vendor product shall be addressed by the Market Manager, and if unresolved, by the Board of Directors.

37. **Displays.** Vendors are responsible for providing all display materials (displays, tables, chairs etc.), and setting up and tearing down any displays. The Market is not able to provide any materials. Inside Season Vendors may not attach materials to the walls and ceiling, and shall not paint any part of the structure. Stalls shall have an attractive and professional appearance, enhanced by good presentation and cleanliness. All materials shall be removed at the end of each market day. The OFMA accepts no responsibility for loss or damage to any property. Vendors are encouraged to seek the advice and assistance of the Membership Committee for guidance on displays and selling. The Market Manager may ask that unsightly or unsafe materials be removed immediately.

Trailers shall be allowed in stall spaces if they are essential to the operation of the stall and they shall be aesthetically pleasing. No motor vehicles shall be allowed in stall spaces. Stalls shall have clear visibility above a display (not to exceed 4' from the ground) in the first 5 feet of the stall.

Occasionally, with proper arrangements with the Market Manager, equipment can be left on site. If the Vendor does not return the following market day, the equipment shall be removed to another site at the owner's risk and expenses. The OFM accepts no responsibility for loss or damage to any property.

When Vendors bring canopies, they shall be in good condition and aesthetically pleasing. Canopies and other structures shall be secured during Market hours. Any vendor not securing their canopy or structure with a weight of minimum 40 lbs. each leg or anchoring as approved by the Market Manager (tied to the ceiling or upper portion of the canopy) will not be allowed to set up at the market.

38. **Parking.** All Vendors and staff shall unload promptly and remove vehicles from the Market footprint, at least 15 minutes prior to the market opening. Vehicle engines shall NOT be left running during this time. All Vendors shall park their vehicles in the designated Vendor parking area. Prime parking areas shall be left clear for customer parking. Failure to park in the designated area shall result in an infraction ticket carrying a \$10.00 fee.

39. **Conducting Business.** Vendors shall remain in their own booths/stalls when selling. Sales shall be conducted in an orderly and business-like way, and no shouting or other objectionable means of soliciting trade are permitted. Vendors are to conduct themselves in a professional and orderly manner at all times.

40. **Pricing.** All items offered for sale shall have prices prominently and clearly displayed. Misrepresentation of prices, for example posting one price and selling for a different price, is unacceptable. Any pricing disputes shall be arbitrated by the Market Manager as soon as feasible and if unresolved, the Vendor may be requested to appear before the Board of Directors.

41. **Farm Products Grades and Sales Act.** Produce shall be sold by units or legal containers, such as bushel, 4-liter basket, quart, etc. If your product is sold by weight, the scale shall be government inspected, with a valid sticker displayed. It is the responsibility of the Vendor to correctly label and price all products.

42. **Safety.** Safety in the market is of the utmost importance. Any potential safety issues shall be brought to the attention of the Market Manager immediately.

Vendors who have any form of heating source and/or generator shall have a certified ABC fire extinguisher on hand in their stall. All electrical extension cords to be min. 12 gauge, CSA certified and in good working condition. All electrical equipment to be CSA certified and in good working condition.

All Vendors are responsible for adhering to all Federal, Provincial and City health regulations and guidelines concerning food and safety.

Crafts that are considered a child safety hazard, shall not be allowed.

43. **Food Safety.** Every person handling food products shall maintain a very high standard of personal hygiene and cleanliness. In fact, all Vendors and staff shall practice these standards to prevent the transfer of pathogens between Vendors/staff and therefore to foods. Please adhere to the following guidelines:

- All foods offered for sale shall be protected from contamination;
- Prepared foods shall be pre-packaged at point of production, or contained in a display case to protect from airborne and human contamination, and smaller items such as muffins may be packaged at point of sale;
- All persons handling food shall wear clean clothing, wash hands often, be free from infectious disease, NOT smoke, and avoid touching nose, mouth and hair;
- All Vendors SHALL wash hands thoroughly with warm water and soap after visiting the washroom;
- Hand wash stations are encouraged to be used at Vendors stalls;
- Containers and wrappings shall be single-use only;
- Do not allow any unauthorized persons access to where food is being prepared;
- Racks, shelves or tables shall be provided for food display, and all food shall be at least 15cm (6in) off the floor/ground;
- All processed, unpackaged foods, and preparation equipment shall be protected with a sneeze screen;
- All canned products must be packaged in new containers and sealed with new vacuum lids;
- Personal effects shall not be stored anywhere near food products; and
- Sampling and condiments:
  - Do not allow customers to get hands anywhere near samples to be eaten by other customers; prepare individual samples that cannot be handled by more than one person; provide toothpicks or small paper containers, or pass out each sample.
  - Proper refuse containers shall be provided at sampling locations.
  - Provide tongs, forks or spoons for each type of condiment being offered; no customer hands in the container.
  - Clean up the serving area often, being especially careful to pick up food scraps that fall to the ground or floor.
  - Watch children very closely in case of allergies.

44. **Refuse.** Stalls shall be kept free from refuse during the Market day. All vendors refuse shall be removed to the vendor's premises. This is especially critical for any produce and food Vendors, because of the risk of vermin, and scraps of any such material shall be scrupulously cleaned up from the floor or ground.

45. **In-stall Storage.** Storage containers and equipment shall be confined to the stall space in an orderly manner.

46. **Alcohol.** Only alcoholic beverages approved by the Board of Directors are permitted on the Market grounds.

47. **Proper Dress.** All Vendors shall wear proper attire.

48. **Smoking.** Smoking is not permitted.

49. **Live Animals.** Vendors' pets are not permitted in any Market building under any circumstances; guide dogs excepted.

50. **Insurance.** While the OFMA does carry basic Public Liability and Property Damage Insurance, any additional insurance coverage is the responsibility of the individual Vendor. Each vendor shall maintain insurance coverage equivalent to that of the OFMA except subject to liability limits of not less than \$2 million per occurrence and annual aggregate and shall name the OFMA and the City of Ottawa as an additional insured. Vendors shall provide evidence of such insurance with their annual membership application and at their insurance renewal. OFMA bears no responsibility for any Vendor property at the Market.
51. **Vendor Concerns.** Any concerns that cannot be resolved by the Market Manager can be brought to the Board of Directors.
52. **OFMA Inspection Protocol.**

### Complaints

1. All complaints shall be in writing and shall be signed and sealed by the complainant and provided to the Market Manager for delivery to the Chair of the Membership Committee.
2. Only complaints related to buying and selling shall warrant an inspection, subject to the approval of the Board of Directors.
3. The name of the complainant shall be made known only to the Market Manager and the Board of Directors of the OFMA, as may be required.
4. Verbal complaints shall be dealt with by the Market Manager. The Board of Directors may, at their discretion, initiate an inspection if several verbal complaints about a member are received.

### Inspection of a Member's Place of Business

1. At least one day's notice shall be given for a first inspection. Inspections necessitated by further complaints against the same member in the same year may be conducted without notice.
2. Inspections shall be conducted by two or three persons with at least one having knowledge of the inspected members business category.
3. The complaint shall be provided to the member being inspected at the time of inspection without the name of the complainant.
4. Inspections shall only be carried out during business hours in the presence of the member being inspected.
5. Documentation related to the member's business operation requested during an inspection shall be provided within 48 hours in original form or as true copies thereof.
6. Photographs and/or videos may be taken of a member's business operation during an inspection for purposes of the investigation.
7. A member being investigated, shall if requested, provide a list of all other venues or locations he or she sells at.
8. A member being inspected is required to attend and give his or her full co-operation to the persons conducting the inspection. The following shall, among other things, be considered evidence of lack of co-operation:
  - a. Failure to respond to two attempts to arrange an inspection;
  - b. Refusing the inspectors access to the member's place of business; and
  - c. Failure of the member being inspected to comply with the investigative requirements herein set forth.

### Inspection of a Member's Stall Contents

The Market Manager has the right to inspect the contents of any stall at any time during the Market day.

### Hearing and Appeal

In the event of the Board of Directors being satisfied of there being sufficient evidence that a member has been buying and re-selling or has otherwise failed to comply with the written requirements of the OFMA, that member shall be subject to disciplinary proceedings as set out in **Item 16** of the OFMA By Laws.

### MARKET MANAGER RESPONSIBILITIES

53. **Rules and Regulations.** The Market Manager supervises the day-to-day operation of the Market. He/she shall apply the rules and regulations of the Market as detailed in the Vendors' Handbook, and report violations in writing to the Board of Directors on a monthly basis. The Manager may ask the Board of Directors to take disciplinary action against a Vendor if the rules and regulations have been abused. Any unresolved disputes shall be brought to the attention of the Board of Directors by the Market Manager.

54. **Collection of Fees.** The Market Manager shall collect all fees when they are due, and promptly deposit monies. A \$50 charge will be levied for NSF cheques. Vendors may not set up until appropriate fees are paid.
55. **Space Allocation.** The Market Manager shall assign all stall space, taking into consideration:
- Priorities established at **Item 24** above;
  - Vendor attendance record, including late arrivals and early departures;
  - Stall availability;
  - Craft category and its compatibility with products of nearby Vendors; and
  - Special requirements (hydro, oversized vehicle placement, late arrivals, early departures).
56. **Removal of Persons.** The Market Manager has the authority, with cause, to request any Vendor or other person to leave the Market operating area and, if necessary, to call the police for assistance. Canvassing of any kind must be pre-approved and pre-arranged by the Market Manager.
57. **Community Table.** A community table is available to charitable, non-profit organizations and elected officials representing the riding/ward containing the market, at no cost, for educational purposes by applying to the Market Manager at least one week in advance. The community table cannot be used by any group or individual to engage in political action during the official campaign period as defined by legislation at the federal, provincial or municipal level. Any products to be offered for sale shall be approved by the Market Manager and shall not be in competition with market Vendors, and all OFMA rules and regulations shall apply. The person applying shall be held responsible for ensuring that the stall is staffed, and left in the same condition as received. The Market does not provide tables, chairs or any display materials and does not take any responsibility for loss or damage.
58. **Problem Resolution.** Vendors are encouraged to approach the Market Manager if they encounter a problem. Any issue requiring further attention can be brought to the Market Manager and in turn to a Board of Directors meeting. Discussion of problems of the Market in front of customers is strongly discouraged.

#### GIFT CERTIFICATES

59. **Purchase.** Customers may buy gift certificates for redemption at any Market stall. Here are the highlights of the certificates:
- Certificates will be sold and authorized only by the Market Manager;
  - The maximum denomination of any one certificate will be \$20;
  - Certificates will only be valid when embossed with the Market stamp over the logo;
  - Certificates are serial-numbered and recorded; and
  - Customers may redeem the certificate for products at the Vendor of choice.
60. **Redemption.** Vendors should handle the certificates as follows:
- Certificates may not be redeemed wholly for cash instead of product, but Vendors should treat the certificate as cash, providing cash change from the purchase price;
  - Vendors will be reimbursed the full amount of the certificate; and
  - Vendors should present the certificate to the Market Manager who will ensure that the full amount is issued, the same day if possible.

**Appendix A****Ottawa Farmers' Market Lansdowne Park Vendor Stall Mix Requirements:****Vendor Mix:**

<b>Stall category</b>	<b>Outdoor Market (incl. Nov.)</b>	<b>Indoor Nov. Market</b>	<b>Christmas Market</b>	<b>Winter Market</b>
Agricultural	51% min.	50% min.	unrestricted	50% min.
Prepared Food	25% max.	unrestricted	unrestricted	unrestricted
Refreshment	8% max.	10% max.	unrestricted	10% max.
Arts and Crafts	16% max.	unrestricted	unrestricted	unrestricted

## **Appendix B**

### **Ottawa Farmers' Market Local Content Verification: Requirements for Lansdowne Park.**

#### **AGRICULTURAL**

Vendors under this category must be a member of My Pick.

#### **PREPARED FOOD (Bakers and Value Adders):**

Vendors under this category must be juried and have satisfied the requirements of the Local Content Verification Standard.

#### **REFRESHMENTS**

Vendors under this category must be juried and have satisfied the requirements of the Local Content Verification Standard.

#### **ARTS AND CRAFTS**

Vendors under this category must be juried.

## **Appendix B1**

### Local Content Verification for Ottawa Farmers' Market Prepared Foods & Refreshment Vendors at Lansdowne Park

#### **Background**

The Ottawa Farmers' Market Association ("OFM") and the City of Ottawa ("City") entered a Memorandum of Understanding ("MOU") dated November 18, 2010 that demonstrated the City's commitment to have a farmers' market as a key element of programming at a revitalized Lansdowne Park. Included in this MOU was an agreement on a City Council approved vendor mix requirement for the OFM in support of local farmers and producers. Savour Ottawa was to be the facilitator for vendor mix and local content verification. In November, late in the 2016 market season, Savour Ottawa informed the OFM they would not be providing these services in the future.

#### **Purpose of Document**

To provide a framework whereby the OFM create a Local Content Verification program, approved by the City, to conform with the requirements of the Licence of Occupation.

#### **Definition(s)**

Local Producer – means any OFM agricultural member, as well as any agricultural producer within 100 km of the City of Ottawa.

Plan for Local Content ("PLC") – refers to the plan to be provided annually with OFM membership renewals and new member applications. It outlines how each vendor will reach the minimum of 15% purchases from Local Producers.

Vendor – means an OFM Prepared Foods and/or Refreshment member who plans to, or is currently, vending at the Lansdowne Park location.

#### **Governance**

Verification shall be managed by the Board of Directors of the Ottawa Farmers' Market Association. The Board of Directors shall be responsible for ensuring that all vendors be verified per the current License of Occupation requirements in this document. The Board of Directors shall be assisted by OFM staff who are the primary contact(s) for the operation, maintain records, and conduct formal audits if needed.

#### **Schedule "A"**

##### **Vendor Responsibilities**

OFM vendors are required to use a minimum of 15% ingredients (by total cost) produced by Local Producers.

OFM vendors are further required to:

- a. Provide the OFM with a PLC with their OFM membership renewals. The PLC shall include estimated agricultural purchases for the upcoming year, the estimated total purchases of ingredients (for products destined for the Lansdowne location), as well as a list of local producers purchased from.



- b. Provide a year-end accounting with the OFM membership renewal. This accounting will either be for a vendor's whole business, or their Lansdowne business alone, and will consist of a detailed record of (a) their annual expenditure on ingredients and (b) their expenditure on ingredients from local producers. Vendors would be required to be able to produce receipts for all purchases. Submission would be required within 30 days.

### **OFM Board of Directors Responsibilities**

The OFM Board of directors shall be responsible for:

- a. Ensuring staff are collecting the PLC's as well as year-end accounting from vendors. Collection of data will be required by the OFM's membership renewal for Lansdowne Park.
- b. Vetting all PLC's to ensure that each vendor's plan is a realistic evaluation of the potential local purchases. If a vendor's PLC is deemed to be lacking in any way, the OFM will follow up with the vendor to request a more detailed PLC.
- c. Maintaining accurate records of all PLC's, year-end accounting figures and the results from any audits completed.

### **OFM Staff Responsibilities**

OFM staff shall be responsible for:

- a. Collecting PLC's with OFM membership renewals.
- b. Collecting year end accounting for the previous calendar year with the PLC.
- c. Collecting Vendor fees.
- d. Providing the Board of Directors with all PLC's in March of each year for evaluation.
- e. Maintaining records using data provided with vendor PLC's.
- f. Completing vendor audits if required by the Board of Directors. Such audits will be concluded within one month of the request being made.

### **Audits**

Audits shall be conducted to ensure vendors are supporting local producers meeting the 15% of local purchases. Audits shall be conducted based on the request of the Board of Directors after reviewing vendor accounting and PLC(s).

### **Schedule "A"**

OFM Staff shall require vendors provide receipts for purchases claimed in the year-end accounting. Vendors shall have three weeks to provide staff with requested documents. OFM staff shall examine the receipts and report to the OFM Board of Directors.

### **Probation**

Vendors in their first year are on probation. Vendors not meeting the 15% mark will be put on probation. Vendors will not be able to renew if their probation conditions are not met. The Board can make exceptions for special circumstances.

**Appendix C - Seniority List**

Member Business Name	Category	Rank
Acorn Creek Garden Farm	Agriculture	1
BearBrook Farm	Ag/P.F./F. Court	2
Rochon Farms	Agriculture	3
Avonmore Berry Farm	Ag/Prep Food	4
Log House Perennials	Agriculture	5
Art-is-in Bakery	Prep Food	6
Chamomile Desjardins	Agriculture	7
Hall's Apple Market	Ag/Prep Food	8
Worke's Kitchen	Prep Food	9
Hot Potato Company	Food Court	10
Garland Sugar Shack	Agriculture	11
Ingleside Tomatoes	Agriculture	12
Kiwan Farms	Agriculture	13
Four Sisters Food	Prep Food	14
Savoury Pursuits	Prep Food	15
Bergeron Farms	Agriculture	16
Waratah Down	Agriculture	17
Bombay Garden Indian Cuisine	Food Court	18
Pascale's All Natural Ice Cream	Prep Food	19
Roots and Shoots Farm	Agriculture	20
Roots Down Organic Farm	Agriculture	21
Just Farms	Agriculture	22
Upper Canada Heritage Farm	Agriculture	23
Trillium Meadows Farm	Agriculture	24
Pretty-Fours	Prep Food	25
5 Cupcakes	Prep Food	26
Needham's Garden Market	Agriculture	27
Wood & Stuff	Arts & Crafts	28
Bryson Farm	Ag/Prep Food	29
Joseph Henri	Arts & Crafts	30
Luxy Farm	Agriculture	31
Michaelsdolce	Prep Food	32
Linda's Garden	Agriculture	33
Roan Kitchen	Prep Food	34
Foster Family Farm	Agriculture	35
Kiwi Gardens	Agriculture	36
Wildtree Jewellery	Arts & Crafts	37
Yummy Cookies	Prep Food	38
Kulture Foods	Prep Food	39
Little Stream Bakery	Prep Food	40
Woodline Creations	Arts & Crafts	41
La Fromagerie les Follies	Agriculture	42
Maple Country Sugar Bush	Agriculture	43
The Great British Pasty & Pie Co	Prep Food	44
Thai Kitchen	Food Court	45

Member Business Name	Category	Rank
Poppa Bean	Prep Food	46
Guy Bergeron	Agriculture	47
Roadapple Ranch	Agriculture	48
Castor River Farm	Agriculture	49
Joshua Tree Jewellery	Arts & Crafts	50
Milkhouse Farm & Dairy	Agriculture	51
Purebread	Prep Food	52
All about the Soup	Prep Food	53
Diversitea	Prep Food	54
Buzz Honey	Agriculture	55
Bergerie Des Sables	Agriculture	56
Moonlight Crofters	Agriculture	57
Bekings Eggs	Agriculture	58
Petite Brule	Agriculture	59
Blue Shoes Honey	Agriculture	60
McCaig Honey	Agriculture	61
Simply Fruit Rice Puddings	Prep Food	62
Arc Acres	Agriculture	63
Backyard Edibles	Agriculture	64
Bolton Creek Farm	Agriculture	65
Earth's Harvest Farm	Agriculture	66
The Right Bite	Prep Food	67
Buddy's Bites	Prep Food	68
Mavericks Donuts	Prep Food	69
The Piggy Market	Prep Food	70
The Frugal Farm	Agriculture	71
Rooted Oak Farm	Agriculture	72
Terraform Farm	Agriculture	73
Les Vergers Villeneuve and Blueberry Farm	Agriculture	74
Farmgate Cider	Agriculture	75
Grazing Days Farm	Agriculture	76
KIN Vineyards	Agriculture	77
Capital Greens Urban Farm	Agriculture	78
Kyan Culture	Agriculture	79
Richmond Nursery	Agriculture	80
New Leaf Organic Farm	Agriculture	81
Delices Des Damascus	Refreshment	82
The Momo Spot	Refreshment	83
Arepas Place	Refreshment	84
Sunsational Soaps	Arts & Crafts	85
Carington Booch	Prep Food	86
Che Malabo	Prep Food	87
House of 'pain'	Prep Food	88
Jambel Cuisine	Prep Food	89
Jargon Preserves	Prep Food	90
Kamosu Miso	Prep Food	91
Masala Kitchen	Prep Food	92

Member Business Name	Category	Rank
White Paws Kitchen	Prep Food	93
Mr. Pat's Hot Sauce	Prep Food	94
Rocket Scone	Prep Food	95
Hippie Mylk	Prep Food	96
Haico's Hot Sauce	Agriculture	97

**Appendix D****Ottawa Farmers' Market 2019 Board of Directors and Committees\***

<b>BOARD OF DIRECTORS</b>			
<b>Name</b>	<b>Title</b>	<b>E-mail</b>	<b>Phone</b>
Jocelyne Garland	President	<a href="mailto:garlandsugarshack@gmail.com">garlandsugarshack@gmail.com</a>	(613) 327-3060
Andy Terauds	Vice-President	<a href="mailto:terauds@acorncreek.ca">terauds@acorncreek.ca</a>	(613) 836-2613
Hector Emond	Treasurer	<a href="mailto:joseph@jhframes.com">joseph@jhframes.com</a>	(613) 608-9702
Matthew Mason-Phillips	Secretary	<a href="mailto:matthew@backyardedibles.ca">matthew@backyardedibles.ca</a>	(613) 716-7661
Greer Knox	Director	<a href="mailto:gknox@uottawa.ca">gknox@uottawa.ca</a>	(613) 489-3675
Colleen Forer	Director	<a href="mailto:info@yummycookies.ca">info@yummycookies.ca</a>	(613)795-7842
Marc Just	Director	<a href="mailto:justfarms@xplornet.com">justfarms@xplornet.com</a>	(613) 577-0557
Andrew Lofthouse	Director	<a href="mailto:info@purebreadbakery.com">info@purebreadbakery.com</a>	(613) 809-6048
John Weatherhead	Director	<a href="mailto:waratahdowns@gmail.com">waratahdowns@gmail.com</a>	(613) 577-2789
Jill Davies	Director	<a href="mailto:info@buzzzhoney.com">info@buzzzhoney.com</a>	(613) 314-0443

<b>MARKET STAFF</b>			
Craig Murkar	Market Manager Lansdowne & Westboro	<a href="mailto:craig@ottawafarmersmarket.ca">craig@ottawafarmersmarket.ca</a>	(613) 863-1049
Stephanie Kittmer	Market Manager Lansdowne & Westboro	<a href="mailto:steph@ottawafarmersmarket.ca">steph@ottawafarmersmarket.ca</a>	(613) 698-8657
Melanie Anderson	Market Staff	<a href="mailto:melanie@ottawafarmersmarket.ca">melanie@ottawafarmersmarket.ca</a>	

<b>COMMITTEES*</b>		
<b>Committee</b>	<b>Chair</b>	<b>Committee Members</b>
Finance	Hector Emond	
Membership & Nominating	Andy Lofthouse	
Jury	G. Knox	
Promotions & Website	C. Forer	
Events	H. Emond	
Location	J. Weatherhead	
Local Content Program	Jill Davies	
Human Resources	G. Knox	
By-law and Vendor's Handbooks	M. Mason-Phillips	
AGM & Education	A. Terauds	

\*Committee members to be decided and will be circulated when available.