

Ottawa Farmers' Market Association

ONTARIO CORPORATION NUMBER 1723445 ottawafarmersmarket.ca

Vendors' Handbook of Rules & Regulations

Lansdowne Park Market 2024 Market Season

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Purpose Of The Handbook

1. Purpose. The purpose of this Vendors' Handbook is to describe the organization and administration of the Ottawa Farmers' Market Association's (OFMA) Lansdowne Park Year-Round 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 Vendors' 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 General Manager/Market Staff 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 the Board of Directors made by up to 10 members elected from the OFMA membership. The Board of Directors consists of a Chair, Vice-Chair, Treasurer, Secretary and up to 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 Chair. 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 General Manager, as the Board deems expedient. The General Manager shall be an employee of the OFMA. Other support staff shall be employees or contracted as applicable.

5. Market Branding.

Colours: The official colours of OFMA are Green and White.

Motto: From the Heart of the Land

Logo(s):





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 General Manager or Market Staff.

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, lumber, 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 item¹ 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 season²;
- The defining³ or main⁴ ingredient must be produced by the agricultural vendor;
- All menu items will be juried at the discretion of the General Manager;
- All participating vendors will have to comply with *Item 43 Food Safety*.
 - 1 <u>Single Item</u> 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.

- **2** 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.
- **3** <u>Defining</u> critically important to the dish.
- 4 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. Prepared food subcategories are limited to:
 - Microprocessed grains¹;
 - Coffee and tea^{2,3};
 - Beverages;
 - Baked goods;
 - Chocolates and desserts:
 - Preserves, sauces, spreads;
 - Takeaway/ready-to-heat meals.

Prepared food vendors may add value⁴ to a product before serving it to a customer, have multiple menu items, and 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. Prepared food vendors are not permitted to cook or heat their products on site. All prepared food vendors shall use as much local⁵ product as possible in their final products.

- **1** <u>Grains</u> must be from OFMA Members (including exceptions outside 100 km), or Farmers/producers within 100 km of Ottawa.
- **2** <u>Coffee and tea</u> and subsequent ingredients must be sourced from reputable suppliers with high ethical standards.
- **3** Prepared food vendors who sell <u>coffee and tea</u> are permitted to sell single-serving portions of their product, either hot or cold.
- **4** <u>Add Value</u> for example, a prepared food vendor could sell pie by the slice and add a dollop of whipping cream or spoonful of locally made ice cream or drizzle it with a locally made 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.
- **5** <u>Local</u> 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.

- **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 meal¹;
 - Preference shall be given to premium products including food, drinks, and condiments;
 - The main component of the hot and/or cold food shall be prepared by the Vendor, on or off site, 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 possible²;
 - 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, ethically sourced coffee, tea and cocoa (hot chocolate). Locally produced milk is also permitted to be sold. Vendors are not allowed to sell bottled water;
 - The General Manager/Market Staff has the right to request that Refreshment Vendors provide proof of locally sourced ingredients ie. receipts in accordance with the Local Content Verification requirements, etc.; and
 - Only trailers with the express approval of the Board of Directors shall be allowed in the Refreshment Vendors' stalls during Market business hours.
 - 1 Meal variety of food and beverage served and eaten at one time
 - **2** <u>Local</u> 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 in their own skill, artistry and training to produce a new, unique and original product appropriate for the farmers' market. See *Appendix C* for the Jury Committee's rubric for Arts and Craft applicants.

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, siblings, children, grandchildren, and great-grandchildren of the owner and their 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 - Insurance*.

16. Review & Jurying. The completed Vendor Agreement form is reviewed by the Board of Directors. All products to be offered for sale shall be juried by a Jury Committee (committee within the Consumer Experience 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, and approved of, well before Market day. Jurying times and dates will be determined by the Jury Committee.

17. Approval. The Jury Committee shall recommend acceptance or rejection of each Vendor Agreement and each product to be offered for sale, and the results shall be submitted to the OFMA Board of Directors for final approval.

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.

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 during either the indoor or outdoor market season (see *Item 26 - Stall Fees*), and who has committed to the full season. Total of fees must be received by April 25th each season.

Payment: A payment schedule shall be approved by the Board of Directors in advance of each market season. Market staff shall communicate payment schedules, and enforce said schedules, every market season. Failure to commit with the payment schedule 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 (postmarked 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. Subletting. Vendors may not sell, sub-let or rent stall space to other Vendors.
- **24. Space Allocation and Location.** During the outdoor season, 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. 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 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 upon receipt and in accordance with the payment schedule set out by the Board of Directors. Late fees shall have a \$50 late fee applied.

Failure to submit fees on time 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 the new season.
 - <u>Occasional</u>: Due and payable in full to the General Manager or Market Staff on arrival;
 - <u>Block Season</u>: Due and payable in full to the General Manager or Market Staff on arrival of first day of trading;
 - <u>Full Season</u>: Total of fees must be received in accordance with the payment schedule set 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 stalls 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) locations 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). Aprons are available from Market Staff at a 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.
 - A. Vendor identification sign shall identify business name and may identify the business address, owner(s), web site, social media, slogan, product description etc.
 - B. Promotional signs shall be of professional quality and directly related to the Vendor's operations.
 - C. Product, pricing and menu signs shall be clearly displayed and in compliance with all regulatory requirements (ie: OMAFRA rules for farm products).
 - D. All signs shall be displayed within the vendor's stall/s.
 - E. Signage conflicts shall be addressed by the General Manager or Market Staff, and if unresolved, by the Board of Directors.
 - F. Misrepresentation of vendor product and/or business is unacceptable and shall be addressed by the General Manager or Market Staff, 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 prorated 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 an 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 General Manager or Market Staff 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 General Manager or Market Staff 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 5th ticket.

- **32. Payment of Fees.** Any NSF cheques are subject to a \$50.00 administration fee, cash or e-transfer 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 or have knowledgeable employees/personnel vending for them on market days.
- **34. Vendor Attendance.** Vendors are expected to attend the Market for the entire market day and shall inform Market Staff 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 General Manager or Market Staff 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.
 - <u>Late Arrivals</u>: Vendors shall arrive at the Market in time to unload, move products into the stall, park vehicles, set up 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 Market Staff have the option to rent the stall to an Occasional Vendor for the day. Season Vendors shall notify Market Staff if they will be late or absent.
 - <u>Early Departures</u>: 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 Market Staff 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 General 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 General Manager or Market Staff 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 Market Staff, 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.

Canopies and tent structures are for outdoor use only and are not permitted for use at indoor market settings. 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 Market Staff (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. Vehicles are prohibited from entering the Aberdeen Pavilion, and trailers must be unhitched and brought in by hand. In such cases, market Management reserve the right, on a case-by-case basis, to allow/deny entry to the pavilion at ANY TIME for the express purpose of public/vendor/staff SAFETY. Vehicle engines shall NOT be left running while loading and unloading. 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. Should the preparation of food interfere with a neighbouring vendor the offending vendor will either have to change the way they prepare the food or move to another stall. 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 General Manager or Market Staff 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 in accordance with regulatory requirements.
- **42. Safety.** Safety in the market is of the utmost importance. Any potential safety issues shall be brought to the attention of Market Staff 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.

- **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 15 cm (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.
 - o 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 and the use of e-cigarettes is not permitted inside the market footprint.
- **49. Live Animals.** Vendors' pets are not permitted in any Market building, or any market site, during market hours, under any circumstances; service animals 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. The OFMA bears no responsibility for any Vendor property at the Market.

51. Vendor Concerns. Any concerns that cannot be resolved by the General Manager or Market Staff can be brought to the Board of Directors.

52. OFMA Inspection Protocol.

Complaints:

- A. All complaints shall be in writing and shall be signed and sealed by the complainant and provided to Market Staff for delivery to the Chair of the Membership Committee.
- B. Only complaints related to buying and selling shall warrant an inspection, subject to the approval of the Board of Directors.
- C. The name of the complainant shall be made known only to the General Manager and/or Market Staff and the Board of Directors of the OFMA, as may be required.
- D. Verbal complaints shall be dealt with by the General Manager or Market Staff. 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:

- A. 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.
- B. Inspections shall be conducted by two or three persons with at least one having knowledge of the inspected members business category.
- C. The complaint shall be provided to the member being inspected at the time of inspection without the name of the complainant.
- D. Inspections shall only be carried out during business hours in the presence of the member being inspected.
- E. 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.

- F. Photographs and/or videos may be taken of a member's business operation during an inspection for purposes of the investigation.
- G. A member being investigated, shall if requested, provide a list of all other venues or locations they sell at.
- H. A member being inspected is required to attend and give his or her full cooperation to the persons conducting the inspection. The following shall, among other things, be considered evidence of lack of cooperation:
 - 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:

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

Hearing and Appeal:

A. In the event of the Board of Directors being satisfied of there being sufficient evidence that a member has been buying and reselling 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 Staff Responsibilities

- **53. Rules and Regulations.** The General Manager supervises the day-to-day operation of the Market. They 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 General 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 General Manager.
- **54. Collection of Fees.** The General Manager/Market Staff 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 General Manager shall assign all stall space, taking into consideration:
 - Priorities established in Item 24 Space Allocation and Location;
 - 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 General Manager or 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 on site security or the police for assistance. Canvassing of any kind must be pre-approved and pre-arranged by Market Staff.
- **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 General Manager/Market Staff 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 General 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 General Manager or Market Staff if they encounter a problem. Any issue requiring further attention can be brought to the General 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 General Manager/Market Staff;

- The maximum denomination of any one certificate will be first approved by the General Manager;
- 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, unless otherwise indicated on a labelled gift certificate.

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 Market Staff 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:

Stall Category	Outdoor Market	Indoor Market (November)	Christmas Market	Indoor Market (January-April)
Agriculture	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

Agriculture:

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.

Refreshment:

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 creates a Local Content Verification program, approved by the City, to conform with the requirements of the Licence of Occupation.

Definition(s):

- A. <u>Local Producer</u> means any OFM agricultural member, as well as any agricultural producer within 100 km of the City of Ottawa.
- B. <u>Plan for Local Content ("PLC")</u> 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.
- C. <u>Vendor</u> 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 to 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

Jury Committee Rubric for Non-Agricultural Applicants: Prepared Food

Criteria	Description	Max. Points
Quality of Product	 ☐ Is the food enjoyable and flavourful? ☐ Does it meet your expectations for a farmers' market? ☐ Does it replace something I already like, or does it innovate? ☐ Would I want this food on my table? 	10
Ingredients	□ Does the applicant prioritize local ingredients, and meet the 15% local content rule for the Lansdowne Market if applicable? □ Does the applicant prioritize quality ingredients and sourcing? □ Is the food free of high fructose corn syrup, palm oil, and artificial ingredients?	
Packaging & Presentation	 Does the food appear appealing and presentable? Is it merchandised effectively? Does the packaging and utensils look professional? Is the packaging recyclable / compostable vs. single use? 	5
Display	 Does the applicant have a logo / signage? Is it appealing? Does the branding communicate the intended message well? Does the applicant have a complete, attractive market display? 	5
Pricing	Does the pricing reflect the quality / value of the food?Does the pricing reflect the experience of shopping at that vendor?	5
Experience / Market Readiness	 ☐ Has the applicant participated in farmers' markets before and/or do they demonstrate knowledge on how farmers' markets operate? ☐ Is the applicant organized, on-time, and prepared? ☐ Can the applicant produce enough product to meet customer demand? 	5
Unique Story / Background	 Does the applicant have a compelling story or "why" behind their business? Does the applicant contribute to or have ties with the community? Is the applicant personable, and will they contribute to the human connection aspect of the Market experience? 	10

Jury Committee Rubric for Non-Agricultural Applicants: Refreshments

Criteria	Description	Max. Points
Quality of Product	 □ Is the food enjoyable and flavourful? □ Does the applicant practice and demonstrate knowledge of safe food handling (i.e. prevent contamination, practice good hygiene, maintain safe food temps)? □ Does it meet your expectations for a farmers' market? □ Would this food draw me to the Market? 	10
Ingredients	 Does the applicant prioritize local ingredients, and meet the 15% local content rule for the Lansdowne Market if applicable? Does the applicant prioritize quality ingredients and sourcing? Is the food free of high fructose corn syrup, palm oil, and artificial ingredients? 	10
Packaging & Presentation	 Does the food appear appealing and presentable? Is it merchandised effectively? Does the packaging and utensils look professional? Is the packaging recyclable / compostable vs. single use? 	5
Display	 □ Does the applicant have a logo / signage? Is it appealing? □ Does the branding communicate the intended message well? □ Does the applicant have a complete, attractive market display? 	5
Pricing	 Does the pricing reflect the quality / value of the food? Does the pricing reflect the experience of shopping at that vendor? 	5
Experience / Market Readiness	 ☐ Has the applicant participated in farmers' markets before and/or do they demonstrate knowledge on how farmers' markets operate? ☐ Is the applicant organized, on-time, and prepared? ☐ Can the applicant produce enough food to meet customer demand? 	5
Unique Story / Background	 Does the applicant have a compelling story or "why" behind their business? Does the applicant contribute to or have ties with the community? Is the applicant personable, and will they contribute to the human connection aspect of the Market experience? 	10

Jury Committee Rubric for Non-Agricultural Applicants: Arts and Crafts

Criteria	Description	Max. Points
Quality of Product	☐ Is the product well-made and high quality? ☐ Does it meet your expectations for a farmers' market? ☐ Does it replace something I already like, or does it innovate? ☐ Does the product align with consumer trends and preferences?	10
Materials	□ Does the applicant prioritize local materials, if applicable?□ Does the applicant prioritize quality materials and sourcing?	10
Packaging & Presentation	 Does the packaging look professional? Is the packaging recyclable / compostable vs. single use? Does the applicant merchandise the products in their booth effectively? 	5
Display	 □ Does the applicant have a logo / signage? Is it appealing? □ Does the branding communicate the intended message well? □ Does the applicant have a complete, attractive market display? 	
Pricing	Does the pricing reflect the quality / value of the product?Does the pricing reflect the experience of shopping at that vendor?	5
Experience / Market Readiness	 ☐ Has the applicant participated in farmers' markets before and/or do they demonstrate knowledge on how farmers' markets operate? ☐ Is the applicant organized, on-time, and prepared? ☐ Can the applicant produce enough product to meet customer demand? 	5
Unique Story / Background	 Does the applicant have a compelling story or "why" behind their business? Does the applicant contribute to or have ties with the community? Is the applicant personable, and will they contribute to the human connection aspect of the Market experience? 	10

Appendix D

2024 Seniority List

Member's Business Name	Category	Rank
Acorn Creek Garden Farm	Ag	1
BearBrook Game Meats Inc	Ag / Prep	2
Rochon Garden	Ag	3
Avonmore Berry Farm Inc.	Ag	4
Log House Farm and Cottage	Ag	5
Art-is-in Bakery	Prep	6
Chamomile Desjardins	Ag	7
Hall's Apple Market	Ag / Prep	8
Worke's Kitchen	Prep	9
The Hot Potato Company	Refr	10
Garland Sugar Shack	Ag	11
Ingleside Tomatoes	Ag	12
Bergeron Gardens	Ag	13
Waratah Downs Organic Farm	Ag	14
Bombay Garden	Refr	15
Roots Down Organic Farm	Ag	16
Just Farms	Ag	17
Trillium Meadows	Ag	18
2 Sprinkles	Prep	19
Needham's Market Garden	Ag	20
Bryson Farms	Ag / Prep	21
Joseph Henri	Craft	22
Linda Garden	Ag	23
Raon Kitchen	Refr / Prep	24

Foster Family Farm	Ag	25
Wildtree Ceramics	Craft	26
Yummy Cookies	Prep	27
Maple Country Sugar Bush	Ag	28
The Great British Pasty	Prep	29
Thai Kitchen	Refr	30
Poppa Bean Coffee Company	Prep	31
Castor River Farm	Ag	32
Joshua Tree Jewellery	Craft	33
Milkhouse Farm & Dairy	Ag	34
Purebread	Prep	35
All About the Soup	Prep	36
DiversiTea	Prep	37
Buzzz Honey Products	Ag	38
Beking's Eggs	Ag	39
Blue Shoes Honey	Ag	40
McCaig Honey	Ag	41
Arc Acres	Ag	42
Heart City Farm	Ag	43
Bolton Creek Farm	Ag	44
Earth's Harvest Farm	Ag	45
The Right Bite	Prep	46
The Piggy Market	Prep	47
Rooted Oak Farm	Ag	48
Terraform Farm	Ag	49
Farmgate Cider	Ag	50
Pure Heart Essentials Inc.	Craft	51
The Falafel Guys	Refr	52
Arepas Place	Refr	53

Che Malambo	Prep	54
House of "Pain"	Prep	55
Jambel Cuisine	Prep	56
Kamosu Miso	Prep	57
Rocket Scone	Prep	58
Haico's Hot Sauce	Ag	59
Burrell Farm	Ag	60
Donagh Farm	Ag	61
Tinkle Berries	Craft	62
Ottawa Garlic Co.	Ag	63
Arabesque Pottery	Craft	64
Mr. Pat's Hot Sauce	Prep	65
Dunrobin Distilleries	Ag	66
Cedar Run Farm	Ag	67
Vintage Soil	Ag	68
Rutabaga Ranch	Ag	69
Apiverte	Ag	70
Tasha's Table	Ag	71
Fair Sun Farm	Ag	72
JCB Gourmet Mushrooms	Ag	73
Juniper Farm	Ag	74
Barking Root Botanicals	Ag	75
The Barking Bee Company	Ag	76
Almanac Urban Mill & Bakery	Prep	77
Loon Kombucha	Prep	78
King's Lock Craft Distillery	Ag	79
Dominion City Brewing Co	Prep	80
Bicycle Craft Brewery	Prep	81
VODKOW	Prep	82

Snack O' Shack	Refr / Prep	83
Wood Toys By Bob	Craft	84
Champlain Harvest Farm	Ag	85
Ferme Houle	Ag	86
Upper Canada Creamery	Ag	87
Korean Mother's Meals	Prep / Refr	88
Fairweather Farm	Ag	89
Merrifield Farms	Ag	89
Brooker's Cider	Ag	90
Chicha Vegan Milkshakes	Prep	91
Golden Anvil Forge	Craft	93
Hlkmacarons	Prep	94
Salma's Kitchen	Refr	95
TL Chocolates	Prep	96
The Pepper Mustache	Ag	97
Heartee	Ag	98

Appendix E

Ottawa Farmers' Market Board of Directors, Committees, and Market Staff

Board of Directors				
Name	Title	Email	Phone	
Ann Marie Rochon	Chair	annmarie.rochon@gmail.com	(613) 619-5104	
Kyle White	Vice Chair & Treasurer	kyle@milkhouse.ca	(613) 285-9155	
Matthew Mason-Phillips	Secretary	matthewmp@heartcity.farm	(613) 716-7661	
Andy Lofthouse	Director	info@purebreadbakery.com	(613) 809-6048	
Andy Terauds	Director	terauds@acorncreek.ca	(613) 836-2613	
Jill Davies	Director	info@buzzzhoney.com	(613) 314-0443	
Laura Phillips	Director	laura@avonmoreberryfarm.com	(613) 898-9458	
Nikki Oke	Director	info@rootedoak.ca	(613) 334-0763	
Peter Ross	Director	lobcrust@rogers.com	(613) 292-2699	
Terek Robinson	Director	terekrobins@gmail.com	(613) 795-3594	

Committees				
Committee	Chair	Committee Members		
Consumer Experience	Jill Davies			
Data Collection	Laura Phillips			

Community and Government Relations	Peter Ross	
Governance	Matthew Mason-Phillips	
Communications	Terek Robinson	

Market Staff					
Name	Title	Email	Phone		
Steph Kittmer	General Manager	steph@ottawafarmersmarket.ca	(613) 417-3595		
Cassidy Gosik	Market Manager	cassidy@ottawafarmersmarket.ca	(613) 417-3595		
Emma Hogeterp	Market Manager	emma@ottawafarmersmarket.ca	(613) 417-3595		