

# CORPORATION OF THE TOWN OF PRESCOTT

## BY-LAW 10-2003

### *Being a by-law to establish and regulate a farmers market*

**WHEREAS** section 113 of the Municipal Act, 2001, S.O. 2001, c.25 authorizes municipal councils to establish and regulate farmers markets within the municipality;

**AND WHEREAS** the Corporation of the Town of Prescott has established and regulated a market for numerous years, currently as provided under By-Law 06-2000;

**AND WHEREAS** the Council of the Corporation of the Town of Prescott wishes to amend its market by-law to extend the hours of operation and promote a better market;

**THEREFORE** the Council of the Corporation of the Town of Prescott enacts as follows:

1. Definitions:
  - a) "Clerk" means the Clerk for the Corporation of the Town of Prescott.
  - b) "Market Permit" means the permit issued by the Clerk (or designate) pursuant to this by-law.
  - c) "Market Stall" means one parking space measuring approximately 2.7 meters in width by 6.0 meters in a location designated by the Council of the Corporation of the Town of Prescott.
  - d) "Market Season" means the period of time commencing April 15<sup>th</sup> through December 31<sup>st</sup> inclusive in a calendar year.
  - e) "Farmers Market Day" means any Tuesday, Thursday and Saturday between the hours of 7:00 a.m. and 7:00 p.m. during the market season.
  - f) "Morning Session" means from 7:00 am to 1:00 pm. and the "Afternoon Session" means from 1:00 pm to 7:00 pm.
  - g) "Produce" means, without limiting the generality of the term, vegetables, fruit, flowers, planting stock, honey and eggs grown or produced by the household of the permit holder or purchased from local growers.
  - h) "Homemade and Handcrafted" products include, but are not limited to baked goods, preserves, sauces, crafts and woodworking items that are produced by the vendor or made locally and are produced in small batches in non-commercial operations
2. Any vendor wishing to operate a market in a market stall on a farmers market day during the market season shall obtain a permit to do so.

3. The market permit shall grant permission to the holder to sell produce and/or homemade and/or handcrafted items. The sale of second-hand, used or commercially-produced items is not permitted, except as allowed for fundraising purposes under section 9 of this by-law.
4. The Clerk (or designate) may, upon request of a vendor, grant permission to any vendor with fresh produce that is subject to spoilage to operate on specific days other than those designated as farmers market days in order to avoid waste of such produce.
5. Vendors shall purchase a separate permit for each stall and the maximum number of spaces per vendor is three spaces.
6. The seasonal permit fee shall be \$75.00, including applicable taxes, per stall.
7. The daily permit fee shall be \$10, including applicable taxes, per stall and shall be valid for the morning session or the afternoon session or both.
8. The market permit shall be posted at the market stall where it is clearly visible to the public at all times for inspection.
9. Local non-profit organizations or charities may obtain permits for purposes of fundraising and the Clerk (or designate) may waive the daily permit fee for a maximum of two days per market season. In addition to produce, homemade and handcrafted items, non-profit organizations may also sell approved raffle tickets and pre-packaged foods designed for fundraising, such as but not necessarily limited to chocolate bars or cheese.
10. Vendors for the morning session must be set up by no later than 9:00 a.m. and must remain open until at least 1:00 pm and may stay open until no later than 7:00 pm.
11. Vendors for the afternoon session may not set up before 1:00 pm (unless they were in attendance for the morning session) and may stay open until no later than 7:00 pm.
12. All vendors shall adhere to the Code of Ethical Practices for the Prescott Market, attached to this by-law as Schedule "A".
13. No person shall leave a market stall without first ensuring that all garbage and refuse is removed and the stall is left in an orderly manner.
14. Permit holders agree to indemnify and save harmless the Corporation of the Town of Prescott or its agents from any loss or damages arising out of the permit holder's use of the market stall.
15. By-Law 06-2000 and any other by-laws regulating farmers markets in the Town of Prescott are hereby repealed.
16. Any person contravening this by-law is guilty of an offence.
17. The penalties for offences are as follows:
  - first offence will result in the issuing of a warning from the Clerk (or designate)
  - second offence will result in the suspension of a yearly permit and the non-issuance of a daily permit for two weeks (6 market days)
  - third offence will result in the revoking of a yearly permit and the non-issuance of daily permits to that vendor for the remainder of the market season.

18. This by-law shall come into force and take effect upon final passage.

Read a first and second time this 7<sup>th</sup> day of April 2003.

Robert Fawn  
Mayor

[Signature]  
Clerk

Read a third and final time passed this 28<sup>th</sup> day of April 2003.

Robert Fawn  
Mayor

[Signature]  
Clerk

## APPENDIX "A"

### TO BY-LAW 10-2003

## The Prescott Farmers Market Association

### CODE OF ETHICAL PRACTICES

The Prescott Farmers Market is located in the parking lot at the southwest corner of King Street and Centre Street in downtown Prescott. It is open from the fifteenth of April through to the end of December each year.

All vendors must register and take out the appropriate permit with the Clerk, or designate, of the Town of Prescott. Each registered vendor is an affiliated vendor of the Prescott Farmers Market Association.

The Prescott Farmers Market vendors take great pride in their market and wish to ensure its continuance and future viability. In order to assure its value, the Prescott Farmers Market Association requires all vendors to adhere to the following governing principles:

1. The Prescott Farmers Market Association and each of its affiliated vendors shall undertake the obligation to ensure that fellow vendors, customers and the public enjoy an environment free of harassment, either physical or verbal (i.e. - abusive of inappropriate language, abusive or inappropriate physical actions, directed from one to another vendor or directed to a member of the public).
2. The Prescott Farmers Market Association and each of its affiliated vendors shall undertake to maintain a standard of cleanliness in the area(s) of their allocated stand(s) and the Market area in general.
3. The Prescott Farmers Market Association and each of its affiliated vendors shall actively participate to maintain the high standard of products offered to the public, for which the Prescott Farmers Market has become known.
4. The Prescott Farmers Market Association and each of its affiliated vendors shall respect and ensure the safety of the public by not obstructing pedestrian walkways.
5. To ensure the application of the above principles, the Town of Prescott, in conjunction with the Prescott Farmers Market Association and its affiliated vendors, shall have the power to institute disciplinary and corrective proceeding against any person in contravention of these principles and the municipal by-laws governing the Farmers Market.
6. Stands that become available will be allocated and assigned at the discretion of the Prescott Farmers Market Association.
7. Product will be restricted to locally grown, Ontario Grade 1 produce only, and will be strictly enforced. This will enable the Association to secure funding through funding agencies and will also ensure a high standard of quality, creating a more equitable and competitive opportunity for local producers.

Non-compliance to this section gives the Town of Prescott the right to revoke the vendor's permit.

8. Homemade and handcrafted items must be produced by the vendor or made locally, and are produced in small batches in non-commercial operation.

9. The Prescott Farmers Market association will meet at least two times per year, and shall elect an Executive consisting of a Chair, Vice-Chair, Secretary/Treasurer and two Directors.
10. All product and products offered for sale are subject to inspection by the Town of Prescott, the Prescott Farmers Market Association, the Province of Ontario and the Government of Canada, or their authorized agents.
11. All vendors agree to allow for an inspection of their produce and products and premises, if the need arises, at the discretion of the Executive. Written notice will be given to the vendor of the date, time and reason for an inspection.
12. The vendor agrees to accept full responsibility for any loss, damage or accident occurring on the Market as a result of negligence or willful default on the part of the vendor.

## APPENDIX "A"

### TO BY-LAW 10-2003

## The Prescott Farmers Market Association

### CODE OF ETHICAL PRACTICES

The Prescott Farmers Market is located in the parking lot at the southwest corner of King Street and Centre Street in downtown Prescott. It is open from the fifteenth of April through to the end of December each year.

All vendors must register and take out the appropriate permit with the Clerk, or designate, of the Town of Prescott. Each registered vendor is an affiliated vendor of the Prescott Farmers Market Association.

The Prescott Farmers Market vendors take great pride in their market and wish to ensure its continuance and future viability. In order to assure its value, the Prescott Farmers Market Association requires all vendors to adhere to the following governing principles:

1. The Prescott Farmers Market Association and each of its affiliated vendors shall undertake the obligation to ensure that fellow vendors, customers and the public enjoy an environment free of harassment, either physical or verbal (i.e. - abusive of inappropriate language, abusive or inappropriate physical actions, directed from one to another vendor or directed to a member of the public).
2. The Prescott Farmers Market Association and each of its affiliated vendors shall undertake to maintain a standard of cleanliness in the area(s) of their allocated stand(s) and the Market area in general.
3. The Prescott Farmers Market Association and each of its affiliated vendors shall actively participate to maintain the high standard of products offered to the public, for which the Prescott Farmers Market has become known.
4. The Prescott Farmers Market Association and each of its affiliated vendors shall respect and ensure the safety of the public by not obstructing pedestrian walkways.
5. To ensure the application of the above principles, the Town of Prescott, in conjunction with the Prescott Farmers Market Association and its affiliated vendors, shall have the power to institute disciplinary and corrective proceeding against any person in contravention of these principles and the municipal by-laws governing the Farmers Market.
6. Stands that become available will be allocated and assigned at the discretion of the Prescott Farmers Market Association.
7. Product will be restricted to locally grown, Ontario Grade 1 produce only, and will be strictly enforced. This will enable the Association to secure funding through funding agencies and will also ensure a high standard of quality, creating a more equitable and competitive opportunity for local producers.

Non-compliance to this section gives the Town of Prescott the right to revoke the vendor's permit.

8. Homemade and handcrafted items must be produced by the vendor or made locally, and are produced in small batches in non-commercial operation.

9. The Prescott Farmers Market association will meet at least two times per year, and shall elect an Executive consisting of a Chair, Vice-Chair, Secretary/Treasurer and two Directors.
10. All product and products offered for sale are subject to inspection by the Town of Prescott, the Prescott Farmers Market Association, the Province of Ontario and the Government of Canada, or their authorized agents.
11. All vendors agree to allow for an inspection of their produce and products and premises, if the need arises, at the discretion of the Executive. Written notice will be given to the vendor of the date, time and reason for an inspection.
12. The vendor agrees to accept full responsibility for any loss, damage or accident occurring on the Market as a result of negligence or willful default on the part of the vendor.