

THE CORPORATION OF THE VILLAGE OF SUNDRIDGE

BY-LAW # 2012-011

Being a By-law to regulate Trades, Occupations, Business,

Hawkers, Peddlers, and Farmer's Markets

WHEREAS Section 113 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, (the "ACT") provides that Council of a municipality may pass by-laws for establishing, maintaining and operating a farmers' market, and for regulating such markets;

AND WHEREAS Section 150 of the Act defines a business as any business wholly or partly carried on within a municipality even if the business is being carried on from a location outside of the municipality and includes the sale and hire of goods or services on an intermittent or one-time basis and the activities of a transient trader;

AND WHEREAS Section 151 of the Act permits a municipality to provide for a system of licences with respect to a business and the specific powers available to the municipality to regulate a business and suspend a licence;

AND WHEREAS Section 152 (2) of the Act states that a by-law providing for a system of licences for a business may require as a condition of obtaining, continuing to hold or renewing a licence that business comply with the land use control by-laws or requirements of the Planning Act or any other Act.

AND WHEREAS Section 425 (1) of the Act states that a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality is guilty of an offence;

AND WHEREAS Section 426 (1) of the Act states that no person shall hinder or obstruct, or attempt to hinder or obstruct, any person who is exercising a power or performing a duty under this Act or under a by-law passed under this Act;

AND WHEREAS Section 429 of the Act permits a municipality to establish a system of fines for offences under a by-law of the municipality passed under this Act and designate an offence as a continuing offence;

AND WHEREAS Section 436 of the Act states that a municipality has the power to pass by-laws providing that the municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not the following are being complied with: a by-law of the municipality passed under this Act, a direction or order of the municipality made under this Act or made under a by-law passed under this Act, a condition or a licence issued under a by-law of the municipality passed under this Act or an order made under Section 431 of this Act;

AND WHEREAS the Council of the Village of Sundridge deems it expedient to establish regulations to control business activities of Traders, Occupations, Business, Hawkerc, Peddlers and Farmers' Markets, relating to the sale of goods on a temporary or transient basis on both privately owned property as well as door to door sales in the interest of nuisance control and consumer protection;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE VILLAGE OF SUNDRIDGE ENACT AS FOLLOWS:

1. DEFINITIONS:

- (a) "Business" means a trade, business or occupation and includes the sale or hire of goods or services on an intermittent or one time basis, the showing for the purpose of sale or hire of samples, patterns or specimens of any goods, an activity or thing a local municipality may licence. A business shall be deemed to be carried on within the municipality if any part of

the business is carried on within the municipality even if the business is being carried on from a location outside the municipality.

- (b) "Corporation" means the Corporation of the Village of Sundridge.
- (c) "Clerk" means the Clerk of the Corporation of the Village of Sundridge.
- (d) "Council" means the Council of the Corporation of the Village of Sundridge.
- (e) "Hawker/Peddler" means any person who goes from place to place or to a particular place with goods, wares or merchandise for sale or exposes samples, patterns or specimens of any goods, wares or merchandise that are to be delivered in the Village of Sundridge.
- (f) "Highway" means a common and public highway, street, avenue, parkway, driveway, square, place, bridge, viaduct or trestle, any part of which is intended for or used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof.
- (g) "Municipal Law Enforcement Officer" means the Municipal Law Enforcement Officer appointed by the Council of the Corporation of the Village of Sundridge.
- (h) "Non-Resident" means a person who has not resided continuously within the Village of Sundridge, for at least one year prior to making application for a licence.
- (i) "Resident" means person who has resided continuously within the Village of Sundridge, for one year prior to making application for a licence.
- (j) "Vehicle" includes automobile, truck, motorcycle and any other forms of motor vehicle, drawn, propelled, propelled by any kind of power, including muscular power.

2. GENERAL

- 2.1 No person or persons shall operate a business, trade or occupation unless a licence has been issued pursuant to this by-law, save and except a taxi vehicle as it will be licenced under the "Taxi By-law".
- 2.2 All licences issued under this by-law shall expire on the 31st day of December in the year in which they are issued.
- 2.3 No licence issued under this by-law is transferable.
- 2.4. Every application for a licence under this by-law shall be filed with the clerk.
- 2.5 The fee for said licence under this by-law shall be as per Schedule "A".
- 2.6 Prior to a licence being issued approval may be required from the Health Department, the Fire Department, the Ontario Provincial Police, the Zoning Department or any other department or agency which may be affected.
- 2.7 If the Licencing Officer receives an adverse report a licence will not be issued and the applicant will be notified in writing.
- 2.8 Upon receipt of a notice sent pursuant to section 2.7 the applicant may request in writing a hearing before Council and upon such a request being made the determination of the issuance of a licence shall be made by Council.
- 2.9 If a premise is vacated or a change of ownership occurs the licence is terminated forthwith.
- 2.10 Each licence when issued shall be placed in a conspicuous place.

2.11 The “General Section” shall apply to all sections of this by-law.

3. HAWKER AND PEDDLER

- 3.1 No hawker or peddler shall sell or offer for sale any goods, wares or merchandise to any person in the Village of Sundridge unless they have obtained a licence in accordance with this by-law.
- 3.2 No person shall hire, engage or commission any other person to hawk or peddle goods, wares or merchandise to any person in the Village of Sundridge unless they have obtained a licence as required by this by-law and the person they have hired, engaged, or commissioned has obtained a licence.
- 3.3 Every person applying for a licence as required by this by-law shall file with the Clerk of the Village of Sundridge, a completed application on the form attached hereto and shall pay the required licence fees as set out in the attached Schedule “A”.
- 3.4 No hawker or peddler shall sell or offer for sale any goods, wares or merchandise on any highways or on any vacant lots adjacent to any highways within the Village of Sundridge, without the written consent of the property owner.
- 3.5 No hawker or peddler shall sell or offer for sale any goods, wares or merchandise not listed on their licence.

4. REFRESHMENT VEHICLES

- 4.1 In this section the following definitions apply:
- 4.1.1. **Refreshment Vehicle** means a motor vehicle which is used for the sale of refreshments.
- 4.1.2. **Refreshment Cart** means a device, other than a motor vehicle, which is used for the sale of refreshments.
- 4.1.3. **Refreshments** means the sale of food or drink.
- 4.2 Every owner or operator of a refreshment vehicle or cart must obtain a licence before operating within the Village of Sundridge.
- 4.3 Licences shall be taken out annually and shall expire on the 31st day of December of the year for which it was issued.
- 4.4 Licences are not transferable.
- 4.5 Each applicant shall complete an application form and pay the fee required as per Schedule “A”.
- 4.6 Licences that are granted shall be kept and conspicuously displayed in or on the vehicle or cart.
- 4.7 Operators shall not place, expose or sell refreshments on any vacant lot adjacent to any highway within the Village of Sundridge, without the written consent of the owner.
- 4.8 Operators shall not conduct business in any area not permitted by the Village of Sundridge.
- 4.9 Licences issued by the Village of Sundridge may be revoked and cancelled by the Clerk at such time that any terms, conditions or regulations pertaining to the issuance of the said licence is infringed by the holder of such licence or by his agents or employees.
- 4.10 Every operator shall provide a letter of approval from the landowners of the property upon which they propose to operate.
- 4.11 Prior to a licence being issued **Refreshment Vehicles and Refreshment Carts** shall meet compliance as required in Section 2.6 of this by-law.

5. FARMERS' MARKET

- 5.1 The Market shall be known as the **"Sundridge Farmers' Market"**.
- 5.2 The Market shall operate as a not for profit organization.

6. FARMERS' MARKET DEFINITIONS

"Board" shall mean the "Sundridge Farmers' Market Board of Directors".

"Crafters" means any person who produces a product through skilled means that may be considered art, craft or hobby.

"Farmers Market" for the purposes of this By-law shall mean the **"Sundridge Farmers Market"**.

"Market Day" means every **Wednesday** during the Market Season, between the hours of 2:30 P.M. and 7:00 P.M., at a location approved by a resolution of Council, within the Village of Sundridge .

"Market Manager" means the person appointed by the Farmers' Market Committee or Board. In the absence of a Market Manager being appointed the Municipal Law Enforcement Officer shall perform the duties of the Market Manager;

"Market Season" shall commence on the Wednesday prior the Victoria Day Weekend in May and continue up to and including the Wednesday prior to the Thanksgiving Weekend in October.

"Member" means a member of the Sundridge Farmers' Market, in good standing.

"Prepared Foods" means food that is prepared either at home, place of business or at the Farmers' Market by a member.

"Producers" means any person who sells only food products that they have grown on their farm property or greenhouse.

"Vendor" means any approved Farmers' Market member who is selling a product or service and has rented a stall at the Sundridge Farmers' Market.

7. MEMBERSHIP

- 7.1 Membership shall be restricted to vendors who are growers, crafters or prepared food producers.
- 7.2 Any person, firm or organization may become a member of this Farmers' Market provided that:
 - a) they are engaged in, associated with, or related to the Farmers' Market industry, and
 - b) their membership application is accepted and approved by the board of Directors; and
 - c) they pay the appropriate membership fees.
- 7.3 Membership fees shall be determined by the Board of Directors subject to approval by the members at an Annual Meeting.
- 7.4 Membership fees may only be changed at an Annual Meeting.
- 7.5 Members shall be given thirty (30) days notice by mail, prior to any Annual Meeting.
- 7.6 For any given year Membership is awarded as follows:
 - 7.6.1 Returning members, in good standing, shall be awarded space first;
 - 7.6.2 Returning occasional vendors; in good standing, who are producers shall be awarded seasonal space next;
 - 7.6.3 Returning occasional vendors, in good standing: who are crafters, prepared foods and dealers shall be awarded seasonal space next, provided that the market maintains the producer to crafter requirements set out by "Farmers' Markets Ontario";

- 7.6.4 New applications for producer shall be awarded seasonal space next;
- 7.6.5 New applications for crafters, prepared foods and dealers shall be awarded seasonal space next;
- 7.6.6 Any vendors approved by the board who are not awarded space shall be placed on the occasional vendors call list and shall be called to fill in space when available.
- 7.7 Membership is **not** transferable.
- 7.8 Membership entitles a vendor to rent a maximum of two market stalls of approximately three (3) metres by nine (9) metres (10' X 30' feet) each in size.
- 7.8.1 Vendors requiring more than two market stalls of space shall be required to purchase an additional membership.
- 7.9 Membership **does not permit sub-leasing** of any space within the Farmers' Market and all leasing rights remain with the Board.

8. MEMBERS RULES

- 8.1 Members of the Farmers' Market must adhere to the rules and regulations. Failure to do so will result in disciplinary action being taken.
- 8.2 Vendors must arrive by 2:00 P.M., and have their goods unloaded and set up in their stall by 2:15 P.M. Failure to arrive by 2:00 P.M. will result in disciplinary action. Unless otherwise notified, the Market Manager will relocate empty stalls to another Vendor for that Market day only and Vendors will not be permitted to occupy their stall.
- 8.3 All Vendors' vehicles associated with the sale of goods on Market days must be parked in a designated Vendor parking location. Vehicles are **not** permitted to move in and out, or within the Farmers' Market area during the hours of operation unless approved by the Board.
- 8.4 All Vendors must stay in attendance during the Markets' operational hours. Packing up will not be permitted until after regular Market hours. If "Sold Out", Vendors are required to display a sign at the stall stating the fact.
- 8.5 It is each Vendor's responsibility to find and follow any and all regulations enforced by the North Bay-Parry Sound District Health Unit that directly pertains to their business.
- 8.6 Each Vendor shall keep their market stall space free from refuse during the market hours and must meet the refuse management requirements of the Village of Sundridge.
- 8.7 Vendors are required to clean up their market stall space after each market day.
- 8.8 Vendors are responsible for the disposal of garbage generated by their business operations.
- 8.9 Vendors are **not** permitted to use the waste receptacles supplied by the Farmers' Market. They are for public use only.
- 8.10 Smoking is not permitted in the Market Stall Spaces. Vendors and members of the public who wish to smoke must leave the designated Farmers Market area.
- 8.11 Vendors shall conduct their business in an orderly manner without shouting or using any other objectionable means of soliciting trade.
- 8.12 The Farmers' Market does not restrict the "gifting" of products to consumers as a means of promotion.
- 8.13 Vendors who are not Dealers may provide complimentary products that they do not produce themselves provided that they do not exceed 20% of all goods for sale.
- 8.14 Distress pricing is **not** permitted.
- 8.15 Vendors shall sell only what was listed on their approved application form; addition of goods is subject to the approval of the Board.
- 8.16 Seasonal members are asked to notify the Market Manager, in writing, at least seven (7) days in advance if they are not able to attend the Market.

- 8.17 Members, in good standing, of the Farmers' Market are **exempt** from purchasing a municipal vendors licence.

9. MARKET MANAGER

- 9.1 The position of Market Manager is to be established by the Farmers' Market Board.
- 9.2 The **duties of the Market Manager** shall be as follows:
- 9.2.1 The Market Manager is charged with the responsibility of enforcing all of the Farmers' Market rules and regulations, discipline, and the collection of fees.
- 9.2.2 The Market Manager shall be responsible to and shall report to the "Board" and the "Village of Sundridge's Municipal Law Enforcement Officer".
- 9.2.3 To attend the Farmers' Market during the hours of operation;
- 9.2.4 To enforce all provisions of this by-law and to assure that all regulations governing the operating of the Farmers' Market are properly observed;
- 9.2.5 To prohibit any Vendor from the Market who is unwilling to observe the terms of the Farmers' Market By-law;
- 9.2.6 To initiate legal proceedings if necessary to ensure compliance with the Farmers' Market By-law and by reporting such non-compliance to the Municipal Law Enforcement Officer immediately;
- 9.2.7 Maintain records of applications/declarations for all Vendors in the Farmers' Market;
- 9.2.8 Maintain records of all fees collected;
- 9.2.9 Create a bi-monthly report advising the Municipal Law Enforcement Officer of any issues concerning discipline within the Farmers' Market.
- 9.3 Upon receiving complaints regarding Vendors the Market Manager may discipline Vendors who do not comply with the rules and regulations using the prescribed method:
- 9.3.1 Provide the Vendor with a verbal warning for the first offence;
- 9.3.2 Report a second offence to the Board who shall direct a written warning to the offender;
- 9.3.3 Monitor progress of offending vendors and if the offence continues suspend the Vendor and evict him from the Farmers' Market for that Market Day;
- 9.3.4 Report the Market Day eviction to the Board and the Municipal Law Enforcement Officer for a final decision as to whether the Vendors Membership will be permanently suspended by written notice.
- 9.4 Should the Market Manager be prevented from attending the Market, as a result of sickness or unavoidable absence, a person shall be appointed who is acceptable to the Municipal Law Enforcement Officer to discharge these duties. Such absences shall be noted by the Market Manager in their bi-monthly report to the Municipal Law Enforcement Officer.

10. FARMERS MARKET BOARD RESPONSIBILITIES

- 10.1 The Board shall provide a Market to be held on Wednesdays from 2:30 P.M. to 7:00 P.M. from the Wednesday before the May long weekend (Victoria Day) to the Wednesday before the October long weekend (Thanksgiving Day).
- 10.2 The Board shall sell Memberships for Market Stall Spaces on a seasonal and occasional basis and these fees shall be paid upon approval of an application form.
- 10.3 The Board reserves the right to approve all new and returning vendors prior to their first Market Day based on their application which must be submitted by April 1st, for each calendar year.
- 10.4 Washroom facilities shall be made available to vendors within short walking distance of the Market location. This shall be at the expense of the Board.

- 10.5 Arrangements for electrical power outlet(s) will be established between the Board, Vendor and Supplier. Fees will be directly negotiated between the Vendor and Supplier,
- 10.6 The Board shall execute and control all advertising concerning the Farmers' Market.
- 10.7 The Board shall arrange and advertise all promotional and seasonal events.
- 10.8 The Board is responsible for ensuring Vendors selling produce are the growers of the produce, and the Board reserves the right to include a site visit.
- 10.9 The Board shall control the scheduling of Buskers/Entertainers within the Farmers' Market.
- 10.10 The Board may appoint sub-committees to assist with the day to day operation of the Farmers' Market but all decisions shall be approved by the Board.

11. EXCEPTIONS

- 11.1 Council may by "Resolution" declare the establishment of Market Day on any other day in lieu thereof.
- 11.2 The hours of operation may be modified at the discretion of the Municipal Law Enforcement Officer, should circumstance dictate the need for such change.

12. ENFORCEMENT

- 12.1 This By-law shall be enforced by the Municipal Law Enforcement Officer appointed by the Village of Sundridge.

13. PENALTY

- 13.1 Any person who is found in contravention of any section of this by-law and upon being found guilty of that contravention is liable to a fine of not more than the maximum permitted under the Provincial Offences Act exclusive of costs, and every fine shall be recoverable under the Provincial Offences Act.

14. SEVERABILITY AND CONFLICT

- 14.1 If any provision or part of a provision of this by-law is declared by any court or tribunal of competent jurisdiction to be legal or inoperative, in whole or in part, or inoperative in particular circumstances, the balance of the by-law, or its application in other circumstances, shall not be affected and shall continue to be in full force and effect.

15. REPEAL

- 15.1 that By-law Number 98-006 be hereby repealed.

Introduced and read a First, Second and Third time this 27th day of March, 2012.

Mayor Elgin Schnieder

Chief administrative Officer, Lillian S. Fowler

SCHEDULE "A"

LICENCE FEES

	<u>Resident</u>	<u>Non-resident</u>
Hawker/Peddler Licence	\$250.00	\$500.00
Hawker/Peddler Agent	\$50.00	\$250.00
Charitable, Athletic, Educational, Philanthropic, Religious, Community, Welfare or Fraternal.	No Charge	No Charge
Refreshment Vehicles or Carts	\$500.00	\$500.00
All other Business, Trades and Occupations.	\$50.00	\$50.00
THE VILLAGE OF SUNDRIDGE FARMERS' MARKET	No charge*	No charge*

***EXEMPTION**

***NOTE.** The Farmers' Market shall be exempt provided "Market Fees" have been paid to the "Board" and an approved application along with stall space has been approved and the vendor is operating within the confines of the Farmers' Market Area(s) during "Market Days".

SCHEDULE "B"

APPLICATION FOR HAWKER/PEDDLER LICENCE/REFRESHMENT VEHICLE

PLEASE PRINT

1. Name of applicant: _____
Present address: _____
City/Town/Village: _____
Postal Code: _____

2. Will you be working as "sole Proprietor"? _____

3. If you are working for a merchandise distribution company or as a partnership the following information is required:

NAMES OF PARTNERS AND/OR NAME OF CORPORATION INCLUDING ADDRESSES

4. Will you be selling from a particular location in the Village of Sundridge? _____

Please List these locations:

5. **Will you be selling door to door** _____

6. List the merchandise you will be selling.

OFFICE USE ONLY:

Date Application Received. _____

Date Application Approved. _____

Licence Fee Paid. (Amount) _____

If Application refused, reason for refusal.

SCHEDULE "C"

SUNDRIDGE FARMERS' MARKET APPLICATION (2012)

Please Print Stall Rates \$175.00 (per stall) for Seasonal Members and \$15.00 for Occasional Stalls

1. Individuals Name: _____
2. Business Name: (if applicable) _____
3. Address: _____
City: _____ Province: _____ Postal Code: _____
4. Phone: _____ Business: _____ Cell: _____
5. e-mail: _____
6. Describe your business:

7. List all the items you intend to sell: *Items not listed cannot be sold.*

8. Additional Information: Who will operate the booth if different from above/include contact info

9. Seasonal: _____ 10. Occasional: _____
11. I have read the Sundridge Farmers' Market "Rules and Regulations" and I agree to their terms and conditions. I understand that failure to comply with the "Rules and Regulations" will result in disciplinary action that may include the loss of membership.
Signature: _____ Date: _____
Print Name: _____
12. I acknowledge that if I am a "Seasonal Member" I am required to complete a volunteer task.
Initial: _____
13. **Hold Harmless Agreement**
Should my Vendor application be accepted by the "Sundridge Farmers' Market", I, the Lessee shall hold harmless the "Village of Sundridge" and the "Sundridge Farmers' Market", and their members, agents, and employees from any and against all claims, demands, losses, costs, damages, actions, suits or proceedings by any third party that may arise out of, or may attribute to, all operations performed by or carried out by the Lessee, his/her agents, employees or servants, or anyone for whose acts he/she may be liable, howsoever caused.
Signature: _____ Date: _____
Print Name: _____
14. Date Applications Received: _____ 15. Date Approved: _____
16. Fee Paid: _____
17. If Application Refused/reason for refusal:

