



To: General Purposes Committee **Date:** April 9, 2008
From: Andrew Nazareth **File:**
 General Manager, Business & Financial Services
Re: Business Licence Bylaw No. 7360, Amendment Bylaw 8365

Staff Recommendation

That Business Licence Bylaw No. 7360, Amendment Bylaw No. 8365, to add a definition and licence fee for a Farmers' Market operation, be introduced to Council and given first, second and third readings.

Andrew Nazareth
 Andrew Nazareth
 General Manager, Business & Financial Services
 (604-276-4095)

Att.

FOR ORIGINATING DEPARTMENT USE ONLY					
ROUTED TO:		CONCURRENCE		CONCURRENCE OF GENERAL MANAGER	
Business Licences		Y	<input checked="" type="checkbox"/>	N	<input type="checkbox"/>
Law		Y	<input type="checkbox"/>	N	<input type="checkbox"/>
REVIEWED BY TAG		YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
REVIEWED BY CAO		YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>

Staff Report

Origin

The Steveston Community Society (SCS) is proposing an outdoor market called "The Steveston Farmers and Artisans Market" where local produce, health foods, flowers, plants and unique works by local artisans could be purchased by the general public. The market would operate in the City of Richmond every Sunday from May to the end of September, 2008.

Under the current regulations, the organizer and each vendor within such a market, would be deemed to be carrying on a business and would be required to obtain a yearly Business Licence to operate in the City of Richmond.

As the organizations' proposal is to limit the type of goods to that which are locally grown and locally made and is operating for a limited time period, this report and the attached bylaw amendments, recommend creating a definition, fee and other bylaw requirements to allow a 'Farmers Market' activity.

Analysis

Farmers' Markets

In general, Farmers' Markets are open-aired venues where producers can gather to sell fruits, vegetables, locally made foods and arts and crafts, directly to the consumer. Most farmers' markets operate by a set of criteria developed by the organizers. This criteria regulates the vendors by establishing days and hours of operations, payment of rents and set requirements that the products being sold are locally produced and that vendors sell their own products (not mass produced items).

Proposed Farmers' Market

The SCS proposes to have approximately 50 vendors, who would each pay the Society a fee of \$395.00 for 22 market days, \$220.00 for 11 market days or \$25.00 for 1 market day in addition to a \$10.00 registration fee. The market would be open on Sundays from 11 a.m. to 4 p.m. beginning in May and running until the end of September 2008. The market site would be on the paved parking area of the Gulf & Georgia Cannery located at Chatham and 4th Avenue.

The SCS has provided the City with a copy of the guidelines (attached) developed for vendors interested in selling at the market. Some of their guideline requirements for vendors include:

- hours of operations
- requiring that vendors have obtained all appropriate health permits & licences
- that vendor selection is at the discretion of the SCS
- requiring that handcrafted items be made in BC
- detailing the items proposed to be sold and where they are produced.

City of Richmond Business Licence Requirement

Section 7.1 of the Business Licence Bylaw in part defines a business as “*the carrying on of a commercial or industrial undertaking of any kind or nature or the providing of professional, personal or other services for the purpose of gain or profit....*” Further, Section 4.1 states “*Subject to the Local Government Act, a person must not carry on any business within the City, unless that person is in possession of a licence issued pursuant to this bylaw.*”

As the market organizer, the SCS, and the vendors within the market, are engaging in commercial undertakings both meet the Community Charter and Business Licence Bylaw definition of a business.

Accordingly, any person who intends to operate within the City would normally be required to take out a Business Licence. The SCS have indicated that this requirement, at a cost of \$114 per vendor, would adversely affect the viability of the market as they feel that the Business Licence cost would be prohibitive to individual vendors who would only be operating for a maximum of five hours per week.

Licensing Options Considered for Farmers Market

City staff recognize the importance of farming activities in our community and wish to support this sector. In this respect, ‘Farmers Market’ events can be beneficial agricultural tourism attractions as they provide an alternate venue for local producers to showcase and offer their goods directly to all members of the community.

Staff contacted a number of other municipalities that allow ‘Farmers’ Market’ activity and a majority of them require that the market organizer obtain a single business licence that also covers all vendors participating in the market.

The following licence fee assessments were considered for Richmond:

1. Maintain the current requirement that the operator as well as each vendor obtain a yearly Business Licence at a cost of \$114 each.
2. Amend the bylaw to define and regulate a ‘Farmers’ Market’ operation and establish a single fee of \$114.00 for the organizer only (this single licence would cover the organizer as well as all vendors).


Staff recommend implementing option 2 as it would be most consistent with other municipalities that allow Farmers’ Market activity.

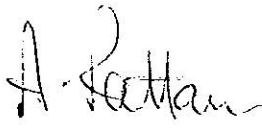
Financial Impact

As there would only be one licence required to cover the organizer and all vendors, there would be less fees assessed.

Conclusion

In order to provide an alternative venue for producers to showcase and sell their locally grown produce and handcrafted items, this report recommends that Council endorse the attached bylaw amendments which create a definition, licence fee and regulations to allow a Farmers' Market activity.


Joanne Hikida
Licence Inspector
(4155)


Amarjeet Rattan
Manager, Business Liaison
(4389)

Attachments



Business Licence Bylaw No. 7360, Amendment Bylaw No. 8365

The Council of the City of Richmond enacts as follows:

1. The **Business Licence Bylaw No. 7360**, as amended, is further amended as follows:
 - (a) Part Two is amended by adding the following provisions after Subsection 2.1.29:

2.1.30 Farmers' Market

2.1.30.1 Every **farmers' market applicant** must:

- (a) if the operation is on land other than land owned by the **applicant**, to provide evidence of permission by the owner to use the land for the purpose of a **farmers' market**;
- (b) permit only the display and sale of any of the following:
 - (i) fruit, vegetables, nuts, honey, syrups, dairy products, eggs, poultry, meat, flowers, herbs, and any products derived therefrom, that are produced in the Province of British Columbia and prepared for market in accordance with applicable laws;
 - (ii) artwork or handcrafted items that are designed, created, produced and assembled in the Province of British Columbia; and
 - (iii) baked or handmade foods produced in British Columbia;
- (c) before allowing the sale of any **goods** mentioned in paragraph (b), provide evidence that all vendors intending to sell food products have been granted a health permit for that purpose; and
- (d) satisfy the **Licence Inspector** that the **farmers' market** will not create a traffic hazard or result in

obstruction or other nuisance on City streets, sidewalks, or access routes.

2.1.30.2 Despite Subsection 4.1.1 of this bylaw, a vendor who is permitted by a **person** holding a current and valid licence for a **farmers' market** to display or sell goods at that **farmers' market** is not required to obtain a separate **licence** for that purpose.

2.1.30.3 Despite Subsection 4.2.1 of this bylaw, a **licence** for a **farmers' market**:

- (a) permits the sale of goods at the **farmers' market** to be carried on for only one day per week;
- (b) may only be issued once during any calendar year; and
- (c) unless suspended, cancelled or revoked, is valid for the months between April 1st and October 31st of that year.

2.1.30.4 A person holding a **licence** for a **farmers' market** must:

- (a) ensure that health permits are displayed at any space where food products are sold;
- (b) comply, and ensure compliance among vendors, with any conditions, restrictions or requirements of the **Medical Health Officer**, the **City's** Director of Fire and Rescue Services or a deputy acting in the place of either; and
- (c) ensure that the market area is operated and maintained in a safe, orderly, clean and sanitary condition, and that the area is left in such condition after the market closes each day.

(b) Part Three is amended by adding the following category to Section 3.6:

Farmers' Market

(c) Part Seven is amended by adding the following definition to Section 7.1 in alphabetical sequence:

Farmers' Market means the carrying on of a **business** that organizes a group of vendors to gather in a temporary, open-air market located outdoors for the purpose of selling to the public only the **goods** described in Section 2.1.30.1 (b) of this bylaw.

STEVESTON FARMERS & ARTISANS MARKET
4111 Moncton St. Richmond, BC V7E 3A8
PHONE: 604-718-8094 FAX:604-718-8096
WEBSITE: www.stevestoncommunitysociety.com
VENDOR INQUIRIES E-MAIL: marketmanager@stevestoncommunitysociety.com
or famersmarket@stevestoncommunitysociety.com

2008 STEVESTON FARMERS & ARTISANS MARKET GUIDELINES

Steveston Farmers & Artisans Market 2008 Vendor Guidelines

The Steveston Farmers and Artisans Market (SFAM) as used herein refers to the Richmond Agricultural and Industrial Society and the Steveston Community Society and its employees and agents.

The SFAM is overseen by a volunteer board of directors. The Board has adopted the following rules and regulations. Many time, it may amend, delete, or modify its policies, rules and regulations. In order to promote the Market as a whole to the community of Richmond. All participants in the Steveston Farmers & Artisans Market will behave toward Market customers, board, staff and volunteers, in a professional manner which fosters a sense of community, health, family, camaraderie, and a spirit of cooperative involvement.

All participants in the SFAM must support and represent, in all displays, events, activities, goods and services, the values of an open and supportive environment, offering healthy and creative shopping choices while promoting local and regional food producers and artisans. This meeting place will be safe and inviting, and active in fostering a positive sustainable community in Steveston.

HOURS, DATES AND LOCATION

The Steveston Farmers & Artisans Market will operate in Steveston Village. The Market will run Sunday's 11 a.m. to 4 p.m. from May 4th through September 28th, 2008.

Application deadline is March 30th, 2008. However, applications will be accepted later and notified within 2 weeks of SFAM receiving the application.

The Steveston Farmers & Artisans Market was established:

- To support and represent the market, community, health and family.
- To manage and operate a sustainable, self-supporting community market.
- To support and promote a sustainable and vibrant local agricultural industry by providing an outlet for the sale of locally-grown and locally-processed agricultural products, and by educating the community about its agricultural heritage and agriculture today.
- To support and encourage the arts by providing an outlet for the sale of artisan crafts and other fine art products, and opportunities for local musicians and other entertainers to perform.
- To create a positive experience for people who come to market, and to provide opportunities for local non-profit groups to tell their community story, thereby contributing to a sense of community.

STEVESTON FARMERS & ARTISANS MARKET
4111 Moncton St. Richmond, BC V7E 3A8
PHONE: 604-718-8094 FAX: 604-718-8096
WEBSITE: www.stevestoncommunitysociety.com
VENDOR INQUIRIES E-MAIL: marketmanager@stevestoncommunitysociety.com
or famersmarket@stevestoncommunitysociety.com

2008 STEVESTON FARMERS & ARTISANS MARKET GUIDELINES

Vendor Selection:

Vendors are selected annually by the Market Manager and Market Vendor Committee in coordination with an Executive Director. Selection will be based on quality, originality, and compatibility with existing market mix. No vendor will have guaranteed return rights to the Market from season to season or from Market to Market. The Market generally does not offer exclusive rights to vendors to sell any one product. Market customers generally benefit from having a choice. However, if the SFAM believes the number of vendors offering the same or similar products is excessive, duplicate products may be denied entry. All selected vendors must complete and sign a vendor application and contract each season prior to selling at the Market. Appropriate applications and pre paid stall fees must be paid. Agricultural products will be given priority over other product categories.

Cancellations:

Vendors with stall reservations are responsible for occupying that space on each market day. Vendors not able to attend a reserved market day are required to call or e-mail the Market Manager within 72 hours. No refund for missed days will be given. Repeated non appearance may result in loss of assigned space privileges.

Set up and Take down:

All vendors must enter and exit the Market from Chatham Street. Set up will begin between 9:30 am and 10:30 am each Market day. A clear driving lane must be kept open at all times. A vendor may not begin setting up his or her stall space until his or her vehicle is moved into its assigned stall.

**NO VEHICLES WILL BE PERMITTED TO ENTER THE MARKET SITE AFTER 10:30 AM
FOR SAFETY REASONS THIS WILL BE STRICTLY ENFORCED.**

Set up should be complete and your booth ready for customers by 11:00 am sharp. Vendors are required to remain at their stall space until closing at 4:00 pm even if they have sold all their goods. Vendors are to cease selling at 4:00 pm and promptly begin taking down their stall space.

Stall Clean up:

Each vendor is responsible for cleaning his/her stall area. Vendors are expected to remove all waste generated by the sale of their product. All vendors must bring containers suitable for waste removal and all waste must be taken away by the vendor. Vendors not adhering to this policy risk and expulsion from the Market.

STEVESTON FARMERS & ARTISANS MARKET
4111 Moncton St. Richmond, BC V7E 3A8
PHONE: 604-718-8094 FAX: 604-718-8096
WEBSITE: www.stevestoncommunitysociety.com
VENDOR INQUIRIES E-MAIL: marketmanager@stevestoncommunitysociety.com
or famersmarket@stevestoncommunitysociety.com

2008 STEVESTON FARMERS & ARTISANS MARKET GUIDELINES

Health Practices & Permits:

It is the responsibility of each Vendor to obtain and display all appropriate permits and/or licenses and certificates. Each Vendor must adhere to registration and guidelines as outlined by the Richmond Health Department. All prepared food vendors and others wishing to offer samples (a highly successful practice) must be approved by the Health Department. All Vendors must dress appropriately and shoes and shirts are required. No animals are allowed in food vendor stalls with the exception of service animals.

Food Safety (prepared food and samples)

Vendors with processed or prepared food items should have them clearly labeled and ingredients listed on the table in view of the customer, if not on each item. All food handlers, including produce vendors who sample to the public, must submit evidence of having completed a "Food Safe" course before participating in the Market.

Electricity:

All electrical equipment must be pre-approved by the Market Manager. Vendors requiring electrical power are responsible for providing their own outdoor cords and mats to cover any and all portions of the cord that lie in any area utilized by market customers. SFAM cannot guarantee electricity to its vendors.

Signage:

Each booth must prominently display a sign clearly identifying the farm or business by name and location. Signs, including those indicating the names and prices of all products sold, must be in place by the opening of the Market.

Logo Use:

Vendors wishing to use the Steveston Farmers & Artisans logo must apply in writing to the Market Manager, explaining how the logo will be used.

Selling Space:

Each vendor will be assigned one stall space. (approx. 10X10) The Market Manager and the SFAM Committee will make all stall assignments. SFAM locations are made at the Market Manager and the Vendor Committee discretion taking into consideration product mix, customer flow, special promotions and events. Stall assignments are not transferable. Vendors will provide their own tables, canopies, signs, and other desired materials. **Since site use, and therefore layout, may vary from week to week, vendors cannot be guaranteed the same location/stall each week.**

Hand Crafted Items:

All craft products must be handcrafted in B.C. by the vendor and approved by the Market Manager and must go through a jury process.

Booth Merchandising:

A well presented stall at SFAM will convey a sense of confidence to market buyers. Easily visible signs, organized product assortments and easy access will convert to increased sales.

Smoking:

Smoking is NOT allowed by vendors in market areas.

STEVESTON FARMERS & ARTISANS MARKET
4111 Moncton St. Richmond, BC V7E 3A8
PHONE: 604-718-8094 FAX: 604-718-8096
WEBSITE: www.stevestoncommunitysociety.com
VENDOR INQUIRIES E-MAIL: marketmanager@stevestoncommunitysociety.com
or famersmarket@stevestoncommunitysociety.com

2008 STEVESTON FARMERS & ARTISANS MARKET GUIDELINES

Market Manager:

The Market Manager (or designee) coordinates all the activities of the weekly functioning of the Market and implements Market policies, including oversight of the Market set up and clean up, daily assignments, collection of fees and assuring vendor compliance with all SFAM policies. The Market Manager also acts as a conduit of information from the vendors and customers to the SFAM Committee. The Market Manager has complete authority to interpret and implement Market policy.

Failure To Comply:

All rules and regulations will be enforced by the Market Manager or his/her designee, who has ultimate onsite authority. Failure to comply with Steveston Farmers & Artisans Market rules or applicable local regulations may result in expulsion from the market or other consequences deemed appropriate by the Market Manager.

Grievance Policy:

The Market Manager or his/her designee has the right to impose disciplinary action at the Market site. Vendors have the right to a hearing before the Market Executive Committee within two weeks of any disciplinary action. In the event of customer dissatisfaction, the dispute must be resolved to the satisfaction of the customer and Market Manager in a timely manner. Failure to do so will result in expulsion from the Market. The Market Manager has the authority to grant exceptions to Market policies on an individual basis for reasons of dire need. Should any vendor, at any time, occupy the premises in a manner contrary to this agreement, upon request of the Market Manager, the vendor shall immediately cease such offending conduct. Failure to immediately comply as requested shall be cause for the revocation of this permit and expulsion from the Market. Upon revocation Market is relieved and discharged from any/all loss or damage caused by such removal. The Market shall not be responsible for storage or safekeeping of property so removed. Vendors are encouraged to file a vendor concern form about any grievances or items of disagreement and/or conflict. These will be reviewed by the Market Executive Committee and a timely response will be issued to the vendor.

STEVESTON FARMERS & ARTISANS MARKET

4111 Moncton St. Richmond, BC V7E 3A8

PHONE: 604-718-8094 FAX: 604-718-8096

WEBSITE: www.stevestoncommunitysociety.com

VENDOR INQUIRIES E-MAIL: marketmanager@stevestoncommunitysociety.com
or farmersmarket@stevestoncommunitysociety.com

**VENDOR APPLICATION / REGISTRATION
FARMER / PREPARED FOOD**

To apply to become a vendor at the market, please complete the following required information, **after carefully reading the market guidelines.**

Submit two separate cheques, one current dated cheque for the registration fee for \$10.00 and the other dated for May 4th. for the vendor payment fee for \$395.00 (22 markets) or \$220.00 (11 markets).

If your application is not accepted your cheques will be returned.

BUSINESS NAME: _____

CONTACT PERSON: _____

MAILING ADDRESS: _____

CITY: _____ POSTAL CODE: _____

TEL: _____ E-MAIL: _____

CELL # _____ WEBSITE: _____

ADDRESS LOCATION OF WHERE GOODS ARE GROWN AND / OR PRODUCED:

PLEASE INDICATE THE TYPE OF GOODS TO BE SOLD

(please note that the Steveston Farmers and Artisans Market reserves the right to make the final decision about all goods to be sold at the market)

Prepared food vendors must be juried.

Please mark the appropriate box or boxes that best describe your goods.

Locally grown organic fruits and / or vegetables sold directly by the grower.
(organic certification)

Locally grown non-organic fruits and /or vegetables sold directly by the grower.

Prepared foods sold by their producers (baked goods, preserves, etc.)

Local plants, herbs, flowers.

Specialty foods sold by specialty vendors.

STEVESTON FARMERS & ARTISANS MARKET

4111 Moncton St. Richmond, BC V7E 3A8

PHONE: 604-718-8094 FAX: 604-718-8096

WEBSITE: www.stevestoncommunitysociety.com

VENDOR INQUIRIES E-MAIL: marketmanager@stevestoncommunitysociety.com

or farmersmarket@stevestoncommunitysociety.com

**FARMER / PREPARED FOOD / APPLICATION / REGISTRATION
I HAVE ENCLOSED / COMPLETED THE FOLLOWING WITH MY APPLICATION**

- COMPLETED APPLICATION (5 pages)
- COPIES OF REQUIRED LICENSE (S) AND/OR PERMIT (S)
- \$10.00 REGISTRATION CHEQUE (current date)
- \$395.00 BOOTH FEE CHEQUE (dated May 4th, 2008) - 22 MARKETS.
- \$220.00 BOOTH FEE CHEQUE (dated May 4th, 2008) -11 MARKETS.
- \$25.00 DROP IN WEEKLY RATE

CHEQUES PAYABLE TO RICHMOND AGRICULTURAL & INDUSTRIAL SOCIETY

This 2008 CONTRACT FOR VENDING IN THE STEVESTON FARMERS AND ARTISANS MARKET, is entered into and agreed upon, with the Vendor having fully read and being in full agreement with the attached Terms, Policies and Guidelines, as of the _____ day of _____, 2008.
I agree to be fully bound by the Terms, Policies and Guidelines of the 2008 Contract for Vending in the Steveston Farmers and Artisans Market.
I agree that all the information provided in this application is accurate and complete.

Vendor Signature	SFAM Signature
Vendor (print name)	SFAM (print name)

DO NOT COMPLETE THIS SECTION.	FOR OFFICE USE ONLY
<input type="checkbox"/> ACCEPTED	REVIEWED BY _____
<input type="checkbox"/> DECLINED	VENDOR CATEGORY
<input type="checkbox"/> APPLICATION SIGNED/WITNESSED	_____ FARMER (fresh fruit, veg.)
<input type="checkbox"/> REGISTRATION CHEQUE RECD.	_____ FARMER (honey, herbs, flowers, etc.)
<input type="checkbox"/> BOOTH FEE CHEQUE RECD.	_____ SPECIAL FOODS (baking, preserves, etc.)
<input type="checkbox"/> COPIES OF LICENSE(S) PERMIT(S)	STALL ASSIGNED # _____
<input type="checkbox"/> INFO. PACKAGE MAILED TO VENDOR	

STEVESTON FARMERS & ARTISANS MARKET

4111 Moncton St. Richmond, BC V7E 3A8

PHONE: 604-718-8094 FAX: 604-718-8096

WEBSITE: www.stevestoncommunitysociety.com

VENDOR INQUIRIES E-MAIL: marketmanager@stevestoncommunitysociety.com
or farmersmarket@stevestoncommunitysociety.com

**APPLICATION / REGISTRATION
FARMER / PREPARED FOOD**

FOR VENDORS REGISTERING FOR 11 MARKETS OR DROP IN PLEASE COMPLETE THIS SECTION:

Please circle / check available dates.

MAY
SUNDAY MAY 4TH
SUNDAY MAY 11TH
SUNDAY MAY 18TH
SUNDAY MAY 25TH

JUNE
SUNDAY JUNE 1ST
SUNDAY JUNE 8TH
SUNDAY JUNE 15TH
SUNDAY JUNE 22ND
SUNDAY JUNE 29TH

JULY
SUNDAY JULY 6TH
SUNDAY JULY 13TH
SUNDAY JULY 20TH
SUNDAY JULY 27TH

AUGUST
SUNDAY AUGUST 3RD
SUNDAY AUGUST 10TH
SUNDAY AUGUST 17TH
SUNDAY AUGUST 24TH
SUNDAY AUGUST 31ST

SEPTEMBER
SUNDAY SEPTEMBER 7TH
SUNDAY SEPTEMBER 14TH
SUNDAY SEPTEMBER 21ST
SUNDAY SEPTEMBER 28TH

STEVESTON FARMERS & ARTISANS MARKET

4111 Moncton St. Richmond, BC V7E 3A8

PHONE: 604-718-8094 FAX: 604-718-8096

WEBSITE: www.stevestoncommunitysociety.com

VENDOR INQUIRIES E-MAIL: marketmanager@stevestoncommunitysociety.com
or farmersmarket@stevestoncommunitysociety.com

**APPLICATION / REGISTRATION
FARMER / PREPARED FOOD**

IF INSURED PLEASE COMPLETE THIS SECTION

I, _____ (full name), from _____ (company, farm, etc.)

hereby confirm that I have personal injury insurance and commercial general liability of a minimum of \$1 million naming Richmond Agricultural & Industrial Society as an insured party. I have enclosed a copy of my insurance and my completed application.

I am a member of the BC Association of Farmers Markets.

Signature _____ Date _____

IF UNINSURED COMPLETE THIS SECTION

I, the undersigned, acknowledge that the Steveston Farmers and Artisans Market requires and recommends that all participants and vendors have commercial general liability and personal injury insurance; however, as consideration for the privilege of the use herein granted by the Steveston Farmers and Artisans Market, wish to freely enter the following agreement:

1. Indemnification and Hold Harmless. The undersigned hereby agrees to protect, defend, indemnify and hold harmless the Steveston Farmers and Artisans Market and its board, officers, agents, employees and volunteers from and against all liabilities, obligations, claims, damages, penalties, causes of action, judgements and expenses (including, without limitation, actual attorney fees and expenses) imposed on or incurred by or asserted against the Steveston Farmers and Artisans Market by the undersigned.

2. Duty to Exercise Reasonable Care. The undersigned hereby expressly acknowledges their duty to exercise reasonable care while at the Steveston Farmers and Artisans Market.

3. Waivers and Releases. To the extent the above provisions do not cover a contingency, the undersigned hereby expressly agrees to waive and release the Steveston Farmers and Artisans Market and its assigns from any and all claims, obligations, direct or indirect, known or unknown, that the undersigned may have against the Steveston Farmers and Artisans Market or its assigns. The undersigned hereby acknowledges the relinquishment of any and all past, present and future rights, potential or real, as they may lie against the Steveston Farmers and Artisans Market.

I am a member of the BC Association of Farmers Markets.

Signature: _____ Date: _____