

Vendor Guidelines



*for the
Saturday*

Market in the Park

2004 Market Season



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Welcome to the Market

Every Saturday from April through October, rain or shine, approximately 160 vendors display their handmade or homegrown products in Centennial Park in Ganges.

The vendors arrive early in the morning, setting up their stalls, hoping the weather will cooperate. Shortly after this, the buyers begin to arrive. Crowds descend on the Market and from that point on, Centennial Park hums with all sorts of activities. The mixture of the exotic textures and aromas coupled with an explosion of colours leaves the visitor intoxicated by the end of the day.

The Market has been referred to as “a small community” and as this community continues to grow as a result of its ever increasing popularity, guidelines are needed to help maintain the appeal of this small jewel of the island.

Throughout the interviews and the collection of information for this guidebook, some vendors have expressed the need for rules and regulations for the operation of the Market while others suggested that rules and regulations are what they are “trying to get away from” and that the Market should be an “organic organization of bodies with no rules and regulations”. Unfortunately, with the continued growth of the Saturday Market and the increase in the demand from island residents to become vendors, there is a need for guidelines. We have certainly tried to keep them to a minimum.

This guidebook is an attempt to address everything you the vendor needs to know to have a positive experience at the Market and to assist you in your understanding of the requirements for being a Market vendor.

The Market is a very visible conduit to display our “island culture and spirit” to the visitor. For many, this is the first meeting point of island residents and the impressions made at the Market reflect our island.

Numerous local businesses started at the Market and some have gone on to full time operations in other parts of British Columbia by having received exposure at the Saturday Market. Others have been involved in the market since it began and continue to use the venue as a main source of revenue.



1. Location of the Market

The location of the Market is the plaza bordering Fulford - Ganges Road in Centennial Park and occupying some of the parking lot commonly known as "Gasoline Alley".

The parking lot is divided by an east-west property line. The north side of the line is part of Centennial Park and the south side of the boundary line belongs to the "Gasoline Alley" complex.

Market vendors can only occupy the side of the parking lot that is on the park side or the north side. There is a joint use agreement in place that allows PARC to use the private portion of the parking lot to within 18 feet from the building front for Saturday Market activity only. The 18 feet, from the wall of the building outwards, is intended for access by emergency response vehicles.

Please refer to the map in Appendix A.

2. Philosophy of the Market

The Saturday Market in the Park operates as a local producer based market. Island Residents are offered permits for vending in the Market on a point rating system discussed under Section 9.0.

The philosophy of the Market is:

"Make it, Bake it, Grow it"
&
"Vendor Produced and Sold"

3. History

The origins of the market are grounded in our farm community and as such, farmers have been given special considerations at the market.

The origins of a semi-organized market in Centennial Park can be traced back to around 1975. A time where, in the history of the Market, “anything” could be sold by “anyone”. Vendors would come from all over, some even with truckloads of furniture. The market consisted of farm produce, “hardcore” crafts such as pottery, woodworking, jewelry, weaving and flea market type goods.

Vendors would park in the dirt parking area of Centennial Park and display their items on the hood of their vehicles while others would sell from the back of a truck or the trunk of their car. The population of Saltspring in 1978 was approximately 3,500 so the Market was a major social event for the community.

Statistically, to get an idea of the number of artists retailing on the island in the 1970s, the Studio Tour was created and noted that the “Farmers Market” was a venue. In 1979 there were about 15 artists. This number increased in 1981 to 19 and then 23 in 1985. Residents and Vendors spent many hours together, exchanging goods and news. It was a very social time.

Some members of the community thought that the Market was not the best use for a park. As the Market popularity increased, it became more and more difficult for Vendors to obtain a spot at the Market. Some vendors chose to “camp out” arriving in the wee hours of the morning to secure a spot. Complaints increased and the local vendors cited that vendors from off-island should be restricted and that the Market should be for island residents only.

Parking was a major issue causing congestion in the downtown core area. The local merchants were not happy about the fact that Market Vendors were exempted from paying property taxes and felt that the competition for client dollars was on an unfair playing field. The amount of “wholesale” type items, such as sunglasses, was increasing.

In November 1982, a Island wide referendum asked the public:

1. Are you in favour of limiting the Farmers Market to the sale of home produced goods, and
2. Would you be in favour of having the Farmers Market moved to a less congested and more spacious area, such as the Farmers Institute property or other?

The response was that 74.6% wanted home-produced goods, 22.7% didn't and 2.7% of the ballots were rejected.

For the second question, 50.7% showed that the residents did not want to change the location, 39.9% did and 9.4% were rejected.

In the 1990s there was a period of incredibly anxious and tense times. These times are referred to as “The Market Wars”. There was continuous friction between the Merchants, the vendors, the Chamber, Parks and Recreation, the Market Vendors Association and the Government. It was a difficult time for all parties involved.

In 1990, there were several attempts to resolve the problems and Parks and Recreation put out a survey in the fall. 69% of respondents were in favour of a license or permit system for vendors and current hours of operations to continue; 76% limiting vendors to residents only; and 76% favours current market location.

In 1992, PARC instituted the permit system as a result of the survey in 1990, and the philosophy of “Make It, Bake It, or Grow It” was born.

The farmers-flea market had evolved to a farmers-craft market.

The “Make it, Bake it, or Grow it”, policy affected many of the long term vendors of the market as they were no longer eligible to vend at the Centennial Park location since they did not produce their product on the island or were not residents of the island. In response to this and in support of these Vendors, many of the Salt Spring Island Market Vendors decided to start their own Market and secured a site adjacent to the Harbour House Hotel. They built infrastructure and remained at the site for two seasons. The site was far from the downtown core and the number of visitors did not provide the income the Vendors needed. Some returned to the Market in Centennial Park, producing in accordance with the market Philosophy and others no longer vended on the island.

Many successful island businesses such as Barbs Buns, Salt Spring Soap Works and Aroma Crystal Therapy started at the market and have gone on to operate their own stores.

Many vendors have established off-island contacts whom they wholesale to, who in turn carry their products in off-island stores.

The Market is promoted mainly by word of mouth although articles about it and individuals who vend at the market consistently appear in travel magazines, brochures, and television shorts.

The Market continues to evolve and flourish and our “island culture and spirit” will be maintained through the perceptions that linger on in the visitors mind after leaving the island.

Enjoy your experience!

4. Definition of Terms Used

This section deals with the definitions used within the guidelines.

“Busker” – A busker is a resident who provides entertainment and is paid by putting “the hat out”. Face painters, clowns, balloon artists, acoustic musicians, magic and juggling acts can fall into this category.

“Child Busker” - A person under the age of 12 that is resident of Salt Spring Island and is “busking” at the Market.

“Child Vendor” - A person under the age of 12 who is selling goods at the Market in keeping with the Market philosophy.

“Capital Regional District or CRD” - A form of local government, authorized under the Municipal Act of BC to provide region-wide services, the CRD often takes the place of a municipality in rural areas. It includes communities and rural areas on southern Vancouver Island and the Gulf Islands.

“Day Vendor Permit” - A permit that allows the vendor to set up on each Market day based on the availability of both space and location.

“Farmer/Grower” – A resident whose products:

- a. Include at least 90% unprocessed food items grown on land he/she owns or leases
- b. Are at least 90% cultivated plants and/or flowers grown on land he/she owns or leases,
- c. Are 90% value-added products whose contents are, by volume, at least 50% grown on land that he/she owns or leases,

The 90:10 ratio is based on display area.

“Local Producer” – A person who meets the residency requirement and who produces, prepares, makes, assembles or creates a product in accordance with the Market Philosophy.

“Market Advisory Group” - Representatives of the community appointed annually by the Chairman of PARC to provide advice and recommendations to the Commission concerning Market policies and operational matters.

“Not For Profit Groups” – A resident group that is a Registered Society or can show proof of the following:

- A mandate that includes serving the community and an advocacy role for its membership.
- Membership that is open to any resident.
- Written bylaws that include:
 - a membership registration process

- a general meeting process and notification
- an election process for directors and officers
- a requirement of majority vote by quorum
- a requirement to keep records
- a policy that procedures not covered by bylaws be governed by rules of order
- Directors and Officers elected at a general meeting.
- General meetings that are held in a public place.

Political or Religious groups and services are not permitted in the Market.

“Off Season Permit” – A permit issued by PARC to those vendors who have participated in the current years' regular market season (April to October) and who apply to extend their operation in the “off season” (November to March) at the Market location.

“Parks and Recreation Commission or PARC” - A community-based organization empowered by the Municipal Act of BC, and mandated by the CRD through bylaw, to govern and manage parks and recreation services on Salt Spring Island.

“Primary Vendor” - A local producer who meets the Market Philosophy of “Make it, Bake it, Grow it” and “Vendor Produced and Sold”, who is a resident and who is also considered by this definition to be the principle participant in the business operation.

“Resident” – A person whose primary residence is, and has been for at least the last six months on Salt Spring Island.

“Seasonal Vendor Permit” – A permit issued annually by PARC allowing the vendor to use an established location every Saturday for the total Market season.

“Secondary Vendor” – A local producer who has participated in the making, baking or growing of the product with a Primary Vendor and is a resident of Salt Spring Island.

“Vendors Point System” - For every market day attended by a day vendor, a point is recorded by the Market Coordinator. The system is used to determine the order of placement at the market.

“Vendors Seniority List” - A list that is kept and maintained by the Market Coordinator identifying Vendors in the order of placement at the Market.

Youth Vendor – A person between the ages of 13 and 17, inclusively, who is a resident of Salt Spring Island and is selling goods in accordance with the Market philosophy.

5. Who Administers the Market ?

The Saturday Market in the Park is operated by the Capital Regional District (CRD) under the auspices of Salt Spring Parks and Recreation Commission (PARC).

Market Advisory Group

A Market Advisory Group (MAG) is appointed each year by the Chairman of the PARC Commission and meets when required. The purpose of the Committee is to make recommendations to the PARC Commission on all policy matters relating to the Market.

The Market Advisory Group are your representatives. The 2007 MAG is made up of the following members:

1 member from the Commission

Kirk Harris

Administrative staff member of the Commission

Carin Perrins

Market Coordinator and Assistant Market Coordinators

Krishna Rodriguez, Minzie Anderson

2 Members from the Public at large

Malcolm Legg and Steve Knight

3 Vendors who regularly vend at the market

Geoff Fishleigh,

1 representative from each of the community guilds:

Basketry - No member available

Fabric - Donna Johnstone

Jewelers - Alvaro Sanchez

Painters - Vacant

Potters - Mark Meredith

Spinners and Weavers - No member available

Woodworkers - Barb Arnett

1 representative of the Gulf Islands Community Arts Council

Vacant

1 representative of the Chamber of Commerce

Lawrie Neish

1 representative of the Island Natural Growers

Harold Repen

Capital Regional District

The Capital Regional District has Bylaws that relate to the operation of the Saturday Market in the Park. Bylaw 2930, A BYLAW FOR THE OPERATION OF COMMUNITY PARKS IN THE SALT SPRING ISLAND ELECTORAL AREA, specifically Section 3 outlines the rules for the operation of the Market. See Appendix B for the complete bylaw.

Market Coordinator

The Market Coordinator is contracted by PARC to assist in the operation of the Market. The Coordinator's job is to organize all of the activities of the day to day functioning of the Market, to uphold the Market Bylaws and to enforce Market policies. The Coordinator also acts as a conduit of information from the vendors and customers to the Market Advisory Group and PARC Commission.

Appendix C outlines the roles and responsibilities of the Market Coordinator.

6. The Market Season

Season

These are the dates for the Market Season and for the Off Season.

Season	Start Date	End Date
Summer	1st Saturday in April *	Last Saturday in October
Off Season **	1st Saturday in November	Last Saturday in March

* If Easter weekend occurs earlier than the first weekend in April then the Market Season shall start on the Saturday of the Easter weekend.

** Food vendors are not permitted to vend in the Off-Season unless they have a permit and their kiosk is self-contained and complies with Health Regulation. The washcart will not be available.

Seasonal Vendors are required to vend at the Market for the full day on at least 2 Saturdays of each of the Market months, or 3 Saturdays where the month has 5 Saturdays. The exception to this is October, where Seasonal Vendors are only required to vend for one full day of the month. The Seasonal Vendor is required to vend at their space for the full hours of the market operation.

Hours of Operation

The hours of Operation for the Market are from 7:00 am until 4:00 pm.

These are the usual hours of operation for the Saturday Market. During the Spring (April to June) and Fall (September to October) months, set up and take down hours will change as a result of the daylight hours. The Market Coordinator will advise you when and if this will occur.

Activity	Time
Set Up	7:00 - 8:00 am
Take Down	4:00 - 5:00 pm

7. Products

It is the responsibility of the Market Advisory Group in conjunction with the Market Coordinators to ensure that all the products being sold at the Market meet the Market philosophy. If there is any doubt, by the Market Coordinator, that the product meets the Market Philosophy, the vendor may be subjected to a jury process.

The goods offered for sale at the Market shall be products made or prepared by the vendor or made of components transformed or significantly altered by the vendor including:

- a) Farm produce and products including fruits, vegetables, herbs and edible flowers;
- b) prepared foods and baked goods where the foods are approved by all appropriate government authorities, including Capital Health Region;
- c) cultivated plants and flowers, including cut flowers;
- d) craft items that are of original, unique work or original design. In all items:
 - a) the handcraft component must dominate the commercial component,
 - b) the commercial components must be transformed in a way that makes the work unique
 - c) the starting material must be significantly altered and enhanced by the artisan, and
 - d) the product must meet basic expectations of product life, function and safety.
- e) clothing which has been hand or machine sewn, stitched, knit, embroidered, woven, silk screened, or painted;
- f) original works of art, or prints, photographs, replicas or audio or video tapes of original works of art where the prints, photos, replicas or tapes are made by or at the direction or under the supervision of the artist.

g) Residency Requirements

To vend at the Market, a vendor must have at least 6 months residency on Salt Spring Island. Proof of residency can be in the form of a drivers license, hydro bill in the vendors name, rent receipt showing a minimum of six month residency, phone bill in the vendors name or be listed on the voters list for Salt Spring Island.

9. How to Become a Vendor at the Market

Seasonal Vendors

A Seasonal Vendor is a long term vendor who has obtained Seasonal Status by the acquisition of seniority points over a long period of time and was once a Day Vendor.

Seasonal Vending positions are limited and in demand. As such, all of the Seasonal positions are filled.

An advertisement is placed in at least one of the local papers in late January and early February asking Seasonal Vendors to renew their permits for the season. You will be required to meet the guidelines related to Seasonal Vendors and have paid any outstanding accounts to PARC from the previous Market season prior to a permit being issued.

Occasionally a Seasonal space will be vacated, and in the event it does, other Seasonal Vendors are first given the opportunity to move into this space. The Day Vendor having the highest seniority points is then contacted by the Market Coordinator giving them the option of moving into a Seasonal position. Please see Section 13 for "Point Rating".

Day Vendors

Registration for Day Vendors takes place every Saturday of the Market season. You will register at the Market each week at the time of set up. The Market Coordinator shall review your registration to determine that your product meets with the Market Philosophy of "Make It, Bake It, Grow It"; that you are a local resident; and that the product is locally produced.

Depending on the number of Vendors ahead of you and the number of points you have already accumulated, you may be assigned a location by the Market Coordinator. Again depending on the number of points you have accumulated, your location may be different each time you apply for a Day Vendor permit.

10. Application for Vendors

An example of the application for a Seasonal Vendor appears in Appendix D and the application for a Day Vendor is located in Appendix E. A maximum of 2 vendors names can appear on the application for the Market. The two names that you put on the application need to be the ones that will tend to the stall at the Market. These two vendors must work on the product together.

There are two types of businesses at the market, a Sole Proprietor and a Partnership.

- a. For Sole Proprietorships, the first name that you put on the permit is the Primary Vendor and the second name is the Secondary Vendor. The first name is considered the Sole Proprietor and "owner" of the permit. For Seasonal Vendors, either the Primary or the Secondary Vendor must be present for at least 50% of the Saturdays (two Saturdays of each month (April to September); or three in a month (April to September) that has five Saturdays; and, one Saturday in October).

If you are working with someone else, it is important to consider who the first person named on the permit will be, as the Primary Vendor cannot transfer their Seasonal Permit or their seniority points to the Secondary Vendor, nor to anyone else. The second person named on the permit may be changed by the Primary Vendor at any time.

- b. In a business that is a Partnership, both of the names that appear on the Vendor Application are considered Primary Vendors and "co-owners" of the business. Again, for seasonal vendors, one or other of the partners must be present for at least 50% of the Saturdays (two Saturdays of each month (April to September); or three in a month (April to September) that has five Saturdays; and, one Saturday in October).

Proof of partnership IS required in the form of a Business Licence, Bank Account, Federal Business registration, PST or GST numbers.

New partnerships, where an existing Seasonal Vendor takes on a new legal partner, must be in existence for 5 years, before the new partner can inherit the permit solely.

11. Vendor Schedule of Fees

Fees Category	Flat Rate, (plus per Linear Foot Fee)	Per Linear Foot
Seasonal	\$150.00 per season	\$1.25 (to a maximum of 8 ft)
Daily	\$5.00 per Saturday	\$1.25 (to a maximum of 8 ft)
Farm	\$1.00 per season	\$1.00 (up to 8 ft.) \$3.50 (per additional foot up to 2 ft.)
Youth Vendor	No Charge/ dependant on space availability	N/A
Child Vendor	No Charge/ dependant on space availability	N/A
Buskers	No Charge/ dependant on space availability	N/A
Not For Profit Organization	\$1.00 per season	N/A
Off Season	\$10.00	N/A
Supplemental fee for Power *	\$20.00	N/A
Supplemental fee for use of wash-cart**	\$35.00	N/A

* Where available, a vendor using power shall pay a supplemental fee. This service is not available in all areas of the Market.

** When and where available, a vendor shall pay a supplemental fee for use of the wash cart. This service is not available in all areas of the Market and vendors joining the Market in and after 2003, will be required to be self sufficient.

12. Payment of Fees

Seasonal Vendors

Seasonal Permits shall be paid before the last working day, of the PARC office, in February. The linear foot charge may be paid each Saturday to the Market Coordinator or at the end of the month.

If there are any arrears resulting from the prior year, they shall be paid in full before a Seasonal Permit is issued.

Day Vendors

Fees shall be paid each Saturday to the Market Coordinator.

Farmers

The linear foot charge may be paid each Saturday to the Market Coordinator or at the end of the month.

13. How Space is Assigned

Seasonal Vendors are guaranteed their designated space each week. In the event that they do not attend the Market on a given Saturday, the Market Coordinator will assign that space to a Day Vendor for the remainder of the day. The Seasonal Vendor cannot transfer their space.

In the event that the Seasonal Vendor chooses not to return to the Market for that season or permanently, the Market Coordinator will offer that space as described in Section 9. In this situation, all eligible Day Vendors registered on the Vendor list move up.

A seniority point rating system is used to establish the order of placement of Day Vendors. Each time a Day Vendor shows up at the Market to vend, and is successful in being assigned a space for that day, he/she receives 1 point. The Market Coordinator records these point and they accumulate over time. The order of placement for the stalls is based on the Day Vendor with the highest number of points having first choice of location, the second highest having the second choice, and so on, until all the spaces are occupied. If you are not successful in getting a location, then you will not accumulate a point for that day.

14. Special Notes for Vendors

Farmers

Farmers have priority allocations of the space in Gasoline Alley and are requested to set up prior to 8:30 am. Farmers' space is allocated on a first come, first serve basis.

Food Vendors

All Food Vendors, even if they hold a Health Permit, are required to have a current Health "Application for Catered Function or Bake Sale" approved by the Vancouver Island Health Authority. This approval is specific to the Market in the Park and is renewable yearly. You will need to show the Market Coordinator this approval before being accepted as a vendor in the Market. Applications are available at the PARC office and can be faxed the Health office at 250-475-5130 for review. More information can be found in the "Guidelines for Temporary Food Markets" (available at the PARC office or the local Health Authority office). Food vendors are also required to have taken the food safe course. Any questions can be directed to the District Environmental Health Officer, Chris Laughlin, at 250-544-2426.

Food Vendors are required to have a self-contained facility, meaning the vendor must have washing facilities that meet the Capital Health Region's regulations, prior to making application for the Market.

Child Vendors

Children, 10 years and under, must be accompanied by an adult at all times.

Children, ages 11 and 12, may only vend a maximum of 4 hours per Saturday unless accompanied by an adult.

Buskers

The Market Coordinator will assign the two available spots for buskers. The maximum time allotment that the busker can perform at each spot is 20 minutes. The busker must then rotate to the other spot. The Market Coordinator has the authority to determine the acceptability of busker performances and refuse space when considered necessary.

Child Buskers

Child buskers singing and/or playing music will be approved at the discretion of the Market Coordinator. A child musician will be required to have two songs memorized and when a Child Busker first starts out they will only be allowed to play for 10 minutes. A letter from the Childs' music teacher may be requested. A Child Busker must be accompanied by an adult at all times.

Non Profit Organizations

Non Profit Organizations shall be located by the Market Coordinator, usually in the centre of the front aisle of the Market. Placement shall be made on a first come basis and only if space is available.

15. Days Off

Day Vendors, who have vended in the current season, can be absent and still be eligible to acquire points from the Market for four Saturdays during the Market Season if he/she wishes. This can be done by paying a \$5.00 fee, for each of up to four Saturdays missed, to the Market Coordinator.

16. Leaves of Absence

Seasonal Vendors

Any seasonal vendor that has attended the Market for a minimum of five years can apply for a leave of absence of up to one year. For extensions past this one year, a letter can be written to the Market Advisory Group. MAG shall review the request on an individual basis for extenuating circumstances such as medical, emergency etc.

Day Vendors

Any day vendor that has attended the Market for a minimum of five years can apply for a leave of absence of up to one year. For extensions past this one year, a letter can be written to the Market Advisory Group. MAG shall review the request on an individual basis for extenuating circumstances such as medical, emergency etc.

During this period of absence, the Day Vendor will retain the points they have accumulated up to this time, but will not acquire any new points during the period of absence. For example, if you left the Market Season with 100 Points, when you return as a day vendor you will still have 100 points. Please be aware that your seniority will more than likely decrease upon your return, as other day vendors who continue to attend the Market will continue to gather points during your absence. The 'four days off' per year, as described in Section 15, cannot be purchased if on a Leave of Absence.

17. Equipment

Vendors are required to supply their own equipment such as tables, canopies and market umbrellas. Canopies may not exceed the size of your approved stall area to a maximum of **8 linear feet**.

If you are selling by weight you must provide your own certified scales. If you do not own a scale, we suggest that you price your product by the unit (ie. the ear, the pint, head, bushel, bundle, peck, basket etc.)

Gasoline and diesel powered generators are prohibited at the Market but ones that run from hydrogen fuel cells will be permitted if they are silent.

Power cords may be permitted at the discretion of the Market Coordinator but may not cross any pedestrian walkway.

Spritzers, atomizers or any similar equipment may not be used to promote a product at the Market.

18. Vendor Parking

In order to increase the amount of parking available for Market customers there is no parking anywhere within the downtown core area including the creek side of Gasoline Alley.

Vendor Parking is available in the upper parking lot of ArtSpring on Seaview Road, along Seaview Avenue, Jackson Avenue and Rainbow Road.

Parking is not permitted in the area in front of Centennial Park along Fulford Ganges Road between the hours of 7:00 am and 5:00 pm on Saturdays. This area can be used by Seasonal Vendors for loading and unloading (See Section 19 for Loading/Unloading procedures). Please remember that there is no parking or stopping anytime where there are yellow curbs and shoulders.

Parking Decals are issued, by the Market Coordinator, to Seasonal Vendors to assist in the loading and off-loading for the Market area fronting Fulford-Ganges Road.

If your vehicle has been parked within the downtown core area, penalties will be issued as follows:

1st Offence - A written warning.

2nd Offence - A three month suspension from vending in the Market.

3rd offence - The Vendor is no longer permitted to vend at the Market.

19. Loading and Unloading

Seasonal Vendors

- Arrive at the Market early to help alleviate the congestion as a result of unloading.
- The area in front of Centennial Park along Fulford-Ganges Road may be used by Seasonal Vendors for loading and unloading as long as you display your Market decal, you do not double park and you keep the length of stay is short.
- Unload your vehicle and, prior to setting up, **move** it to one of the approved parking locations outside of the Ganges Core. Please do not leave your vehicle in the market area while running personal errands, as others are waiting to unload.
- At the end of the day, **pack up everything ready for loading** prior to bringing in your vehicle.

Day Vendors

- When you are unloading your product, unload onto the sidewalk on the park side of Gasoline Alley and wait for the Market Coordinators to assign you a vending space. Do not unload in the area at the front of the market as this area is reserved for Seasonal Vendors.
- Keep the access to Gasoline Alley and the gasoline pumps clear when loading and unloading.
- Unload your vehicle and, prior to setting up, **move** it to one of the approved parking locations outside of the Ganges Core.
- At the end of the day, **pack up everything ready for loading** prior to bringing in your vehicle, as space is limited in Gasoline Alley.

20. Clean Up

It is the responsibility of all Vendors to leave their vending space free of any garbage at the end of the day. Vendors are responsible for removing their own personal trash or debris, and taking it home. The Market trash cans are for customers only.

In the event that the Vendor does not clean up, a \$20.00 cleaning fee will be charged to the Vendor.

Seasonal Vendors must pay the Clean Up fee prior to the next Market Day. Day Vendors must pay the clean up fee prior to the next Market Day or a stall may not be assigned.

21. Market Etiquette

- a. As a general rule of consideration, a vendor will not do anything at or near a vendors stand or elsewhere in the Market that will cause a nuisance to other vendors or the public, whether by noise, debris, smell or otherwise.
- b. Spritzers and atomizers shall not be used at the Market to promote products.
- c. Use your space to the best advantage without infringing on your neighbors.
- d. If you have an 8 ft stall and an 8 ft table don't expect your neighbor to provide access through their market stall to your booth.
- e. Vendors are required to provide a clean and sanitary environment.
- f. Please work from within your allotted space. In the case where samples are provided, ask customers if they are interested in a sample, while remaining within your market stall.
- g. When offering samples please provide napkins and a garbage container for the refuse.
- h. If you have visitors to your market stall please try to keep the visit length short or have the visitor come around the back of the booth for longer chats. This will help to improve the traffic flow and visual access.
- i. No alcohol or illegal drugs are to be brought to, sold or used at the Market.
- j. Pets must be left at home.
- k. Provide proper childcare for young children.

22. Animals

The sale of or giving away of animals at the Market is strictly prohibited.

Capital Regional District Bylaw 2930 states that all dogs must be on a leash at all times and that the leash be no greater than 6 feet in length.

The SPCA has determined that environments such as the Market, are a stressful site for animals. Please leave your pets at home.

23. License and Special Requirements

- a. Vendors are responsible for informing themselves about and complying with Regional, Provincial, and Federal health, taxation and licensing requirements governing the production, display, distribution, sampling and sale of their products.
- b. Vendors selling food must have a current approval of the Vancouver Island Health Authority. Food vendors are also required to have taken a Food Safe course.

24. Liability

Vendors are strongly encouraged to obtain general liability insurance. The Capital Regional District does not insure the Vendor nor the Vendors Products.

25. Concerns and Suggestions

Please do not lodge any complaints during the time of the Market set up to the Market Coordinator. As you can appreciate, this is an extremely busy time of day. Voice your concerns later in the day when all the vendors are settled.

If the Market Coordinator is unable to deal with your concern, you will be asked to submit your complaint or suggestion to the Market Advisory Group in writing with a signature. Please write a letter or use the form provided in Appendix G. This may be handed in to the Market Coordinator, mailed it to the PARC Office at 145 Vesuvius Bay Road, Salt Spring Island BC, V8K 1K3, or emailed to parc@saltspring.com.

Your suggestions and concerns will be considered as soon as possible by the Market Coordinator and/or Market Advisory Group as applicable. Please remember that the Market Advisory Group is a volunteer group and meets as and when required, so please be patient in waiting for a resolution.

Neighbour Vendor Disputes

If your neighbor or neighbors customers do something that you don't agree with or like, wait until the customer leaves before speaking to your neighbor. Speak quietly and rationally. Try to come to a mutual agreement. If you cannot resolve the issue, ask the Market Coordinator or Assistant to assist you both in the resolution. If this process cannot achieve mutual satisfaction, then the Dispute will be resolved using the 'Vendor Dispute Resolution Policy' as found in Appendix H.

Questionnaire

At the end of the season a Market Survey is distributed to all vendors. This is another opportunity to voice your concerns and offer suggestions that can help to improve the market operation in the coming years.

Your comments are valued and appreciated.

26. Enforcement and Disputes

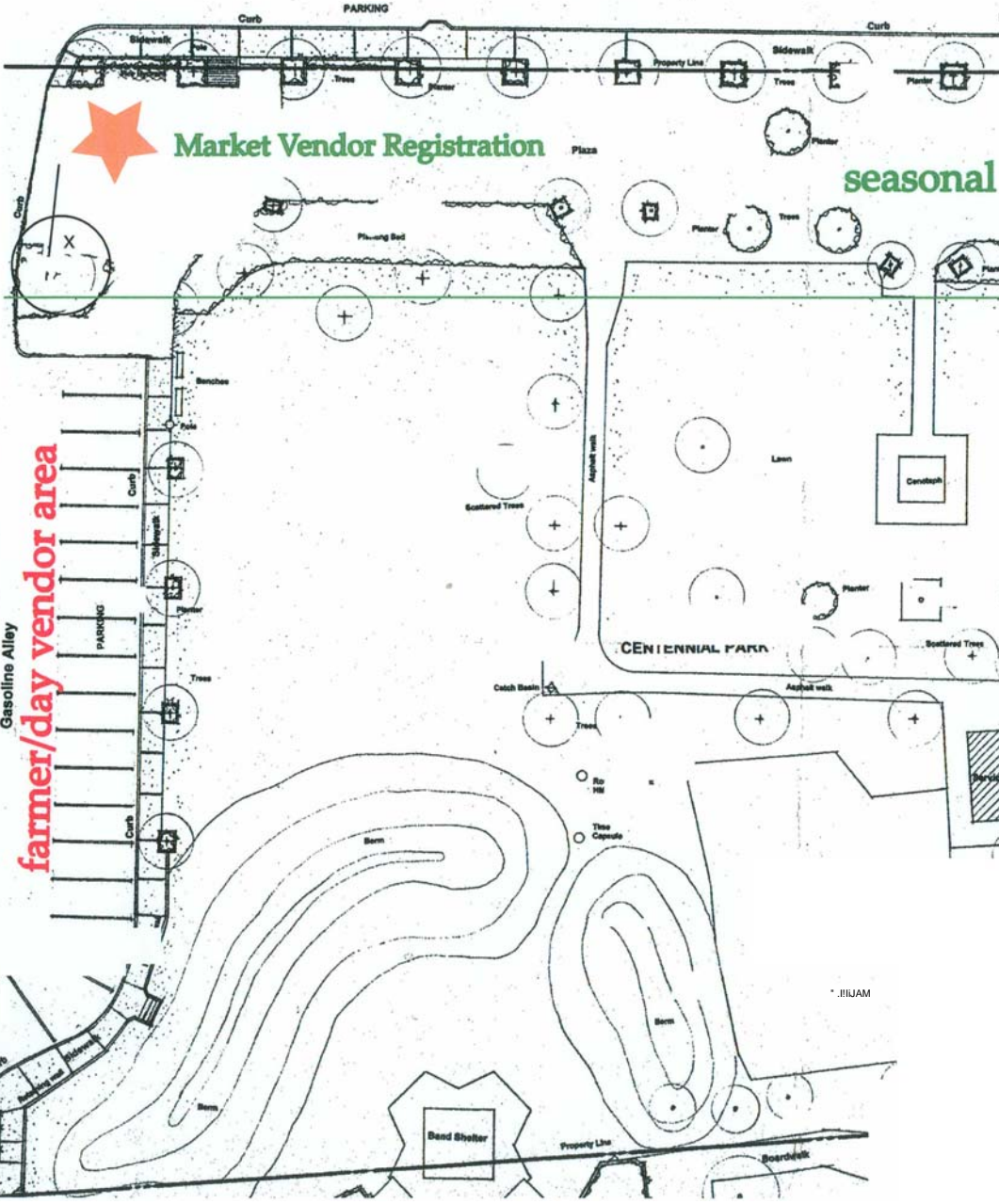
All rules of the Market are enforced by the Market Coordinator who has the ultimate on-site authority and who is responsible to the PARC Commission.

If the Vendor does not comply with the guidelines established by the PARC Commission, the Market Coordinator may take any reasonable action, including immediately barring the vendor from the Market for that day and any future days.

The vendor may appeal any decision of the Market Coordinator concerning violation of these rules in writing to the Market Advisory Group. The Market Advisory Group shall review the appeal and make recommendation to the PARC Commission.

The decision of the PARC Commission shall be final.

Fulford Ganges F



farmer/day vendor area



**CAPITAL REGIONAL DISTRICT
BYLAW NO. 2930**

(As amended by Bylaws No. 2974, No. 2983 and No. 3059)

*Consolidated version authorized in accordance with Bylaw No. 3014,
CRD Consolidation Authorization Bylaw No. 1, 2002*

**COMMUNITY PARKS REGULATIONS
(SALT SPRING ISLAND) BYLAW NO. 1, 2001**

*A bylaw for the operation of community parks
in the Salt Spring Island Electoral Area*

For reference to original bylaws and amendments, or for further details,
please contact the Administration Department, Capital Regional District,
524 Yates Street, Victoria, B.C., V8W 2S6

**CAPITAL REGIONAL DISTRICT
BYLAW NO. 2930**

**A BYLAW FOR THE OPERATION OF COMMUNITY PARKS IN THE
SALT SPRING ISLAND ELECTORAL AREA**

WHEREAS Division XIV of the Letters Patent, as amended, of the Capital Regional District provide that the Regional District may acquire, develop, operate and maintain community parks for the Electoral Area of Salt Spring Island;

AND WHEREAS Division IX of the Letters Patent, as amended, of the Capital Regional District further provide that the Regional Board of the Capital Regional District may, by bylaw, establish one or more Park Commissions, Recreation Commissions, or joint Parks and Recreation Commissions, and in such bylaw may delegate to the Commission any or all of the administrative powers of the Regional Board relating to:

- a) Community parks and park properties within electoral areas now or hereafter acquired by the Capital Regional District;
- b) The construction, equipping, operation and maintenance of recreational facilities within electoral areas now existing or hereafter undertaken by the Capital Regional District as a function of the said Regional District;
- c) The organization and conduct of recreational programmes within electoral areas now or hereafter authorized by the Capital Regional District as a function of the said Regional District;

AND WHEREAS by bylaw, the Regional Board has established the Salt Spring Island Parks, Arts and Recreation Commission and delegated to the Commission all the administrative powers of the Regional Board with respect to the development, maintenance and operation of all community parks within the Salt Spring Island Electoral Area;

NOW THEREFORE the Board of the Capital Regional District in open meeting assembled, enacts as follows:

1.0 INTERPRETATION

In this Bylaw, unless the context otherwise requires,

"Animal" means an organism other than man.

"Authorized Personnel" includes peace officer, conservation officer, animal control officer and bylaw enforcement officer or any person employed by the Commission or by the District.

"Bar-B-Que and Camp Stoves" means a portable apparatus with non-combustible legs and covered screen that utilizes gasoline, propane or briquets for the purpose of providing heat for cooking.

"Beach" means any area designated as a beach by the Commission or by posted sign.

"Commission" means the Salt Spring Island Parks, Arts and Recreation Commission appointed by bylaw of the District to administer community parks in the Electoral Area of Salt Spring Island.

"District" means the Capital Regional District.

"Driveway, Roadway or Path" means any way or thoroughfare within a park set apart and improved by grading, gravelling or other means for the use of pedestrians, vehicular or animal traffic.

"Natural Park Feature" means any native or non-native tree, shrub, flower, grass or plant of any kind; soil, sand, gravel, rock, mineral, wood, fallen timber or other living or dead natural material.

"Park" means all public parks, playgrounds, driveways, paths, trails, beaches, swimming pools, community centres, playing fields, buildings and other public places under the custody, care, management and jurisdiction of the Commission.

"Vehicle" means a device in, upon or by which a person or thing may be transported or drawn upon land and shall include campers, house trailers and fifth wheels.

"Wildlife" means any native or non-native mammal, bird, insect, reptile, fish or other indigenous creature.

2. GENERAL REGULATIONS

2.1. No person shall:

- (a) cut, break, injure or in any way destroy or damage any tree, shrub, plant, turf or flower in any park;
- (b) deface, damage or destroy any building, structure, irrigation system, fence, sign, notice, seat, bench or ornament of any kind constructed or placed by the District or Commission in any park;
- (c) foul or pollute any fountain, lake, stream, pool or pond in any park.

2.2. No person shall climb, walk or sit upon any wall, fence, gate, sign, ornament or similar structure in or upon any park, or cross, travel or use any grass plot or land in any park where signs have been posted forbidding any such use, and no person shall deposit any waste, offensive matter or other substance of any kind in or upon any park except in the receptacles provided for such purpose.

2.3. No vending shall take place in any park without the Commission's written approval.

2.4. The Commission may under its terms and conditions, including the charging for space and/or services, allow vendors to sell or display for sale any refreshments or any article or things or services in any designated park.

2.5. No person, except an employee of the Commission or peace officer or conservation officer in the course of his duties, shall carry or discharge any firearms or weapon of any description, or fire, or explode any combustible or any other explosive material or kindle and maintain an open fire in any park.

- 2.6. No person shall use a barbecue or camp stove for the preparation of food or drink in any park except within areas designated for that purpose and at the times posted by the Commission.

2.7. No person shall throw or place upon the ground any lighted match, cigar, cigarette or other burning substance within the limits of any park.

2.8. No person shall play at any game whatsoever in or on any portion of any park except upon or in such portions thereof as may be especially allotted, designed and provided, respectively, for any purpose and under such rules and regulations, and at such times as shall be prescribed by the Commission, and without limiting the generality of the foregoing no person shall:

- (a) play golf or strike a golf ball;
- (b) fly any motor driven airplane;
- (c) shoot an arrow or practice archery;

except in areas designated or permitted by the Commission for such activities.

2.9. Any person:

- (a) having custody of a dog in a park must not permit the dog to be on any beach between June 1 and September 15, except for the purpose of passing through the beach with that person, at which time the dog shall be on a leash. For the purpose of this section, beach means a beach which is signed to permit dogs to pass through but not stay;
- (b) having custody of a dog, horse or other animal in a park must exercise control over the animal to ensure that the animal causes no annoyance or injury to any person or their animal(s), and no damage to any public or private property, or any natural park feature, wildlife or park facility;
- (c) having custody of a dog, horse or other animal in a park must exercise effective control over the dog or other animal by restraining it with a leash or lead, or by having the dog or other animal respond and return immediately when the handler calls the dog or other animal to return to the handler;
- (d) having custody of a dog, horse or other animal in a park must not permit the dog, horse or other animal to enter areas, signed as prohibited areas to dogs, horses or other animals, except a conservation officer or a peace officer in the course of carrying out his duties, or a person with a disability accompanied by a guide animal so long as the guide animal is held by a leash or harness or authorized personnel;
- (e) having custody of a dog, horse or other animal in a park must remove any excrement in a waste disposal container designated for that purpose, or carry the excrement out of the park, for suitable disposal, if no waste disposal containers are available;
- (f) having custody of a horse or other animal in a park must not permit the horse or other animal to graze or roam at large;
- (g) having custody of a dog, horse or other animal in a park must restrain the animal with a leash or lead no greater than 6 feet in length when required by a posted sign or when requested by authorized personnel;

- (h) having custody of a dog, horse or other animal must restrain or remove the dog, horse or other animal when required by authorized personnel.
- 2.10. No person shall conduct himself in a disorderly or offensive manner, or molest or injure any other person, or loiter or take up a temporary abode overnight in any park, or obstruct the free use and enjoyment of any park by any other person.
- 2.11. No person shall erect, construct or build or cause to be erected, constructed or built in or on any park any tent, building, shelter, pavilion or other structure whatsoever without the permission of the Commission having first been obtained.
- 2.12.
- (a) The Commission may, within any park, by posting signs or otherwise, designate areas for the parking of motor vehicles, designate times during which parking is permitted or prohibited, and designate the length of time for which a vehicle may be parked;
 - (b) If the Commission has designated an area or areas in a park for the parking of motor vehicles, no person shall park a motor vehicle in the park except in the designated area;
 - (c) No person shall park a motor vehicle in a park contrary to a sign or other designation under subsection 2.12 (a);
 - (d) No person shall leave a motor vehicle parked in a park at any time when that person is not present in the park;
 - (e) The Commission may regulate vehicular traffic within a park by use of signs, directional arrows, barricades or otherwise;
 - (f) No person shall drive a motor vehicle in a park contrary to a sign, directional arrow, barricade or other form of traffic regulation established by the Commission;
 - (g) Any person employed by the District or any member of the Commission or any peace officer is authorized to remove or have removed from any park a motor vehicle parked in contravention of this Bylaw. It shall be a term and condition of entry into a park that any cost or expense of or associated with removal of a vehicle under this section shall be borne by the driver of the vehicle.
- 2.13. The Commission, a peace officer, or any person employed by it or by the District, may remove or cause to be removed from any park any obstruction or thing placed therein or thereon contrary to the provisions of this Bylaw.
- 2.14. No person shall post, paint or distribute any advertisements or handbills in any park without Commission approval in writing.
- 2.15. No person, other than an employee of the Commission or person designated by the Commission, in the course of his duties, shall ride or drive any horse or other animal, or drive or propel or permit to be driven or propelled any vehicle in any park other than on a driveway, roadway, path or highway made and provided for such purpose; provided,

however, that invalids' chairs and children's carriages may be allowed on the footwalks to such an extent and in such a manner as shall not interfere with the free use of such walks by pedestrians.

2.16. No person shall:

- (a) ride or drive any horse or other animal or drive or propel any vehicle in, upon or along any drive, roadway, path or highway in any park at a rate of speed in excess of 20 km/h unless otherwise posted;
- (b) drive any motor vehicle with the muffler disconnected, or commonly called "cut out" or in such a manner as shall constitute a nuisance or danger either to pedestrians or animals or to the property within any park;
- (c) fail to bring his horse, other animal or vehicle to a stop upon a signal or request from any person lawfully directing any traffic within a park, or fail to stop whenever any horse or other animal shows signs of fright or getting out of control;
- (d) ride or drive any horse or other animal or drive any vehicle in a manner contrary to any notice or sign posted by order of the Commission;
- (e) operate, drive or propel in any park any vehicle for the specific purpose of displaying advertisements of any kind or nature, or of any event, goods or services by loudspeaker without the written approval of the Commission;
- (f) park any vehicle in or along any driveway between the hours of 6 a.m. to 11 p.m. without reflectors or lighted parking lights prominently displayed on such vehicle at all times during which the vehicle is parked.

2.17. No person, except on the lawful business of the District or with written consent of the Commission, shall enter any park property between the hours of 11 p.m. and 6 a.m. the following day.

3. FARMERS' MARKET

3.1. In this section and in Appendix A:

“APPLICATION FORM” means the application form required to be submitted annually by each Vendor wishing to renew a Seasonal Vendor Permit.

"DAILY PERMIT" means the receipt, issued by the Market Coordinator on behalf of the Commission, which allows a Vendor to set up and use a vendor stall for one market day.

(Bylaw 3059)

“FARMER” means a vendor whose products include at least 90% unprocessed food items.

“FARM PERMITS-BASE FEE” means the basic fee for a receipt issued to farmers to allow set up and use of a vendor stall.

“LINEAR CHARGES” means the linear front footage charge made on a daily basis for tables set up for display and sales purposes in vendor stalls.

“LOCAL PRODUCER” means a person ordinarily a resident within the Electoral Area of Salt Spring Island who produces, prepares, makes, assembles or creates a product. This is generally referred to as the “Make It, Bake It, or Grow It” policy.

“MARKET” means the Salt Spring Island Farmers' Market conducted weekly on Saturdays from the earlier of the Saturday of Easter weekend or the first Saturday in April to the last Saturday in October, annually, in and adjacent to Centennial Park in Ganges, Salt Spring Island, known as “Market in the Park”.

“MARKET COORDINATOR” means the person who provides on-site coordination services to regulate market day activities, including the issuing of permits, provides information and administers this Bylaw.

“MARKET PRODUCTS” means products or goods, described in subsection 3.5 of this Bylaw, made or prepared by the vendors.

“NOT FOR PROFIT GROUP” means a group that:

- (a) is a registered society; and
- (b) can show the purposes of which include serving the community and an advocacy role for its membership; and
- (c) has bylaws that provide for a membership registration process, a general meeting and meeting notification process, an election process for Directors and Officers which happens at a general meeting, a requirement of majority vote by quorum, a requirement to keep records, a policy that procedures not covered by bylaws be governed by rules of order and general meetings that are held in a public place.

“SEASONAL VENDOR PERMIT” means a permit issued by the Commission allowing a Vendor to set up and use a vendor stall on a weekly basis at the Market for the market season.

(Bylaw 3059)

“VENDOR” means the local producer or his or her representative, who has made, baked or grown their product and whose primary residence is within the Salt Spring Island Electoral Area.

“VENDOR FEES” means the schedule of fees set out in Appendix A of this Bylaw.
(entire Sec. 3.1, Bylaw 2983)

- 3.2. A Farmers' Market may operate in the park known as Centennial Park located in Ganges, Salt Spring Island. The operating name of this market is to be "Market in the Park".
- 3.3. Without limiting the powers of the Commission under subsections 2.3 or 2.4, the Farmers' Market shall be administered and operated by the Commission.
- 3.4. The operation of the Farmers' Market shall be subject to the following restrictions:
 - (a) the Commission shall operate the market as a local producer based market. Permits are to be offered on an islands first policy, primarily to local producers;

- (b) the hours of the market shall be from 7 a.m. to 4 p.m. on Saturdays from the Saturday of Easter weekend of any calendar year or if favourable weather conditions exist an earlier date as approved by the Commission until the last Saturday of October of any calendar year inclusive;

(Bylaws 2974, 3059)

- (c) at the conclusion of the market each Saturday, every vendor who has participated in the market on that Saturday shall clean up that part of the park occupied by the vendor or within a radius of 10 feet of the vendor's location and shall remove all litter and refuse from within that area.

3.5. The goods offered for sale at the Farmers' Market shall be products made or prepared by the vendor or made of components transformed or significantly altered by the vendor including:

- (a) farm produce and products including fruits, vegetables, herbs and edible flowers;
- (b) prepared foods and baked goods where the foods are approved by all appropriate government authorities, including Capital Health Region;
- (c) cultivated plants and flowers, including cut flowers;
- (d) original crafts including but not limited to jewelry, pottery, wooden furniture, objects and toys, glass, pewter, silver, leather, paper and cloth objects;
- (e) clothing which has been hand or machine sewn, stitched, knit, embroidered, woven, silk screened, or painted;
- (f) original works of art, or prints, photographs, replicas or audio or video tapes of original works of art where the prints, photos, replicas or tapes are made by or at the direction or under the supervision of the artist.

(Bylaw 2983)

3.6. Nothing in this section shall be interpreted as preventing the Commission from using a designation other than "Farmers' Market" for the market established under subsection 3.2.

(Bylaw 3059)

3.7. Use by vendors of Easement Areas A and B under the Easement Agreement between the Regional District and Bay Ventures Ltd. dated December 18, 1986 shall be primarily by vendors under subsections 3.5(a) and 3.5(c).

(Bylaw 3059)

3.8. The Commission shall establish an advisory group to be called the "Market Advisory Group" the purpose of which will be to make recommendations to the Commission on all policy matters relating to the Farmers' Market.

3.9. The members of the Market Advisory Group established under subsection 3.8 must be appointed by the Chairperson of the Commission who should endeavour to appoint the following to the Market Advisory Group:

- (a) one member of the Commission;

- (b) the Administrator of the Commission;
- (c) the Market Coordinator and the Assistant Market Coordinator of the Commission;
- (d) two members drawn from the public at large;
- (e) three vendors who regularly vend in the Farmers' Market;
- (f) one representative from each of the community guilds;
- (g) one representative of the Community Arts Council of Salt Spring Island;
- (h) one representative of the Chamber of Commerce;
- (i) one representative of the Island Natural Growers.

3.10. Application

- (a) A person who wishes to become a vendor at the Market must apply for and obtain a permit
- (b) A seasonal vendor permit may be issued to a person who:
 - i) held a Seasonal Permit the previous year or
 - ii) has previously applied for and received Daily Permits, has reached the top of the Season Vendor waiting list and vacancies exist due to previous Seasonal Permit holders not wishing to return to the Market. *(Bylaw 2983)*

3.11. Fees and charges set out in Appendix A are hereby imposed in relation to the use of Centennial Park by a vendor under this section. *(Bylaw 2983)*

4. PLAYGROUNDS AND COURTS

- 4.1. No person shall play at any games on any tennis court in any park unless wearing rubber-soled shoes without heels, and unless suitably equipped with the requisite appliances for any such game, and only at such times during such seasons, and under such rules and regulations as may be prescribed by the Commission from time to time.
- 4.2. No person shall damage or destroy any property, court, green, grounds, or lawn in any park, or in any way interfere with or obstruct the free use thereof by those lawfully entitled to the use of same.
- 4.3. No tournament or series of games shall be played in any park by any person or group of persons without the permission of the Commission having been first obtained.

5. ENFORCEMENT POWERS

- 5.1. All authorized personnel may enforce this Bylaw in the course of their duties.
- 5.2. Any authorized personnel may order a person who does anything contrary to this Bylaw to leave a park immediately, or within a period of time specified by the authorized

personnel, and every person so ordered shall comply with the order and leave the park immediately or within the specified time period.

6. PENALTIES

6.1. No person shall do any act or suffer or permit any act or thing to be done in contravention of this Bylaw.

- 6.2. Every person who contravenes this Bylaw by doing any act which it forbids, or omitting to do any act which it requires to be done, is guilty of any offence and is liable on summary conviction, to a fine of not less than \$50.00 for a first offence and for each subsequent offence to a fine of not more than \$2,000.00. *(Bylaws 2983, 3059)*
- 6.3. A separate offence shall be deemed to be committed upon each day during and in which the contravention occurs or continues. *(Bylaw 2983)*
- 6.4. The penalties imposed under subsection 6.2 hereof shall be in addition to and not in substitution of any other penalty or remedy imposed by this Bylaw.

7. REPEAL

Bylaw No. 1453, cited as "Community Parks Regulations (Salt Spring Island) Bylaw No. 1, 1996", and all amendments thereto, are repealed upon adoption of this Bylaw.

8. CITATION

This Bylaw may be cited as "Community Parks Regulations (Salt Spring Island) Bylaw No. 1, 2001".

READ A FIRST TIME THIS	28 th	day of	November	2001
READ A SECOND TIME THIS	28 th	day of	November	2001
READ A THIRD TIME THIS	28 th	day of	November	2001
ADOPTED THIS	12 th	day of	December	2001

Christopher M. Causton ,

CHAIR Carmen I. Thiel, SECRETARY

This Bylaw is a copy of *Community Parks Regulations (Salt Spring Island) Bylaw No. 1, 2001*, consolidated under section 280.1 of the *Local Government Act* and is printed on the authority of the Corporate Secretary of the CRD.

Carmen I. Thiel, Corporate Secretary

APPENDIX A

(Bylaw 2983)

Fees and Charges – Centennial Park Market in the Park

Pursuant to subsection 3.11 of the bylaw, all Vendors must pay a Permit fee plus the applicable Daily Linear Charge per frontage foot. Permit fees plus applicable daily linear charge per frontage foot must be paid before a Permit is valid.

<u>Permit and Charges</u>	<u>Fee</u>
Seasonal Permit Holders	\$150/season
Daily Permits	\$5.00/day
Farm Permits – base fee	\$1.00/season
Not-For-Profit Permit \$	1.00/season
Linear Charges for table display space	\$1.25/frontage foot/day

APPENDIX C

MARKET COORDINATORS SCOPE OF RESPONSIBILITY

On-site coordination of Market activities is required during all hours the Market is in operation, as well as off-site administration activities provided before and after Market hours.

DUTIES AND RESPONSIBILITIES

The Contractor will ensure that:

- in cooperation with the Market Advisory Group, all vendor applications are reviewed to ensure that they qualify under the "Make it, Bake it, Grow it" guidelines.
- the placement and relocation of vendors within the designated Market area is coordinated
- any vacated vendor locations are reassigned to Day Vendors based on a seniority waiting list.
- the Season Vendor advertisement for the Market is placed in local newspapers before the end of January.
- telephone/fax/mail/email inquiries regarding the Market philosophy, guidelines, rules, operational questions, etc. are responded to promptly.
- hiring and training staff to serve as coordinators and/or assistant coordinators is carried out.
- Day Vendor applications and guideline documents are available prior to the Market start date.
- vendor fees are collected, based on the fee guide established by PARC; receipts are issued; and, all funds are deposited at the PARC office, together with copies of receipts, no later than the next following business day.
- the Market service cart is stocked and ready each Market day; picked up from the designated storage area and transported to the Market area; supervised during the day; and, returned to storage at the end of the day.
- all required litter control takes place on the Market site and adjacent lands (such as "Gasoline Alley") and that all litter and refuse is deposited into waste containers provided on site by PARC.
- vendors provide acceptable litter control associated with their vendor stalls and adjacent common areas.
- all common areas (circulation aisles and the adjoining sidewalks, street, park, etc) are maintained in a litter-free condition.
- should a recycling program be initiated, participation by vendors and the public is encouraged.
- a seniority list of Day Vendors and Farm Vendors is maintained.
- a Waitlist is maintained of those wishing to secure Season Vendor permits.

- an annual Market Survey is carried out for Commission information, reporting the results to the PARC Administration office with a copy to the Market Advisory Group.
- Children Vendors, Buskers and Non-profit Organizations in the Market area are satisfactorily regulated.
- parking direction is provided.
- loading and unloading supervision is provided.

The Contractor will:

- liaise with PARC representatives, PARC staff, the business community and Vancouver Island Health Authority representatives (re food vendor permits, etc.) as required.
- be responsible for the payment of all Contractor's staff, taking into account all required deductions and remittances for income tax, Canada Pension, Workers Compensation board (WCB) fees, etc.
- ensure that all Contractor's staff have the required WCB coverage.
- provide not less than Two Million Dollars (\$2,000,000.00) general liability insurance coverage, with PARC and the CRD to be included as additional named insured.
- assist the Market Advisory Group Chair to prepare meeting agendas, attend Advisory Group meetings, provide monthly reports on activities and other matters requested, take and transcribe meeting notes and follow up on assigned tasks.
- respond to Market correspondence and maintain records, providing copies to the PARC Administration office.
- ensure that all by-laws and regulations are adhered to by vendors.
- provide other services or duties that relate to the function of coordination of Market activities, or ensure that they are provided.
- Distribute copies of the Market Operations Manual (published and printed by PARC in the Spring of 2004 and revised thereafter as needed) to vendors, as directed by PARC.



**MARKET IN THE PARK
APPLICATION FOR SEASONAL PERMIT TO VEND**

NAME (Maximum 2 names per permit) _____
(NOT Company Name)

STREET ADDRESS _____

MAILING ADDRESS (if different) _____

HOME PHONE _____ WORK PHONE _____

E-MAIL _____

LICENSE PLATE NO. _____

IF IN THE MARKET LAST YEAR, WHERE DID YOU PARK? _____

1. I propose to retail the following items (detailed description):

2. I declare that I am a producer-based vendor, as defined on the reverse, and agree to provide to the Salt Spring Island Parks, Arts and Recreation Commission such information as may be required to verify this claim.

[] Yes [] No

3. If granted a permit to vend, I agree to comply with and be governed by the regulations set out by the Salt Spring Parks, Arts and Recreation Commission.

4. Number of frontage feet requested for this permit _____ (max 8 ft).

SIGNATURE _____ DATE _____

OFFICE USE ONLY

DATE RECEIVED _____

RECEIPT NO. _____



APPENDIX E

**MARKET IN THE PARK
APPLICATION FOR DAY PERMIT TO VEND**

FIRST and LAST NAME(S) _____
(not Company Name)

STREET ADDRESS _____

MAIL ADDRESS (if different) _____

HOME PHONE _____ WORK PHONE _____

E-MAIL _____

LICENSE PLATE NO. _____

IF IN THE MARKET LAST YEAR, WHERE DID YOU PARK? _____

1. I propose to retail the following items (detailed description):

2. I declare that I am a producer-based vendor, as defined on the reverse, and agree to provide to the Salt Spring Parks, Arts and Recreation (PARC) such information as may be required to verify this claim.

[] Yes [] No

3. If granted a permit to vend, I agree to comply with and be governed by the regulations set out by the Salt Spring Parks, Arts and Recreation.

4. Number of frontage feet requested for this permit _____ (max 8 ft).

5. Location preference _____

SIGNATURE _____ DATE _____

**Salt Spring Island Parks and Recreation Commission
Vendor Dispute Resolution Policy**

1.0 Purpose

1.1 The purpose of this Policy is to ensure that there is a procedure for resolving differences that may arise between Vendors at the Market in the Park (the "**Market**") or to deal with a contravention by Vendors of Market Rules and Policies.

2.0 Dispute Resolution Process

2.1 If the Market Advisory Group becomes aware of a breach of Market Rules and Policies or receives a complaint which it considers to be serious regarding the conduct of a Market Vendor, then it shall invite the Market Vendor to a meeting to attempt to resolve the issue. If possible a complainant or a representative of a complainant should be given an opportunity to attend the meeting.

2.2 Following the meeting, the Market Advisory Group should confirm in writing any agreements or solutions which have been accepted by the Vendor or, if applicable, the complainant. If no agreement is reached during the course of the initial meeting and if no further meetings are thought useful to attempt to reach an agreement, then the Market Advisory Group should advise the Vendor that it will be making recommendations to the Salt Spring Island Parks and Recreation Commission (the "**Commission**") regarding the action to be taken to resolve the situation.

2.3 A letter should be sent from the Market Advisory Group to the Vendor advising the Vendor what action the Market Advisory Group will recommend be taken by the Commission if the issue is not resolved by a date established by the Market Advisory Group.

2.4 If the problem has not been resolved by the date set out in the letter from the Market Advisory Group, then the Market Advisory Group should recommend to the Commission that a letter be sent from the Commission, directed to the Vendor, setting out what steps are needed in order to ensure compliance with the policies established by the Commission for the running of the Market.

2.5 The Commission should meet to consider the issue. The Vendor should be notified of the date, time and location of the meeting and should be permitted to make representations to the Commission. After consideration of the issue, the Commission, if it so chooses, may send a letter to the Vendor setting out the specific actions to be taken or the specific conduct to be stopped by a particular date (or immediately) and warning the Vendor that if action is not taken in the time limit specified:

- (a) the Vendor risks having its Market permit revoked (Option A); or
- (b) the permit will be considered to have been revoked (Option B).

2.6 Finally, if the deadline established by the Commission for remedial action passes without any resolution to the conflict, then if Option A has been selected, the Commission should decide whether it wishes to revoke the Vendor's Market permit, or if the Commission has selected Option B, the Market Advisory Group may advise the Vendor that the licence has been revoked. (Revocation is a decision of the Commission itself. The Market Advisory Group can merely advise Vendors.)

3.0 Confidentiality of Complaints

3.1 Complainants will be asked whether there is any reason to keep their identity confidential. Reasons to preserve the confidentiality of the identity of the Complainant should relate to reasonable expectation that the Complainant will be subjected to an unduly aggressive or hostile reaction or a violent response from the Vendor about whom the complaints have been made.