



SACKVILLE FARMERS MARKET

# 2023 HANDBOOK OF RULES & PROCEDURES





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## 1.0 GENERAL

1.1 All Vendors must be registered with the Market Manager for the Sackville Farmers' Market Inc.

1.2 At the beginning of each calendar year each vendor is responsible for filling out an application with name, address, phone number and email as well as the products to be sold. Changes, additions or one time daily vendor applications may be temporarily approved by the Market Manager, subject to final approval by the Executive.

1.3 a. Vendors who repeatedly violate any of these rules & procedures, shall be informed in writing by the Market Manager and the Board of Directors that their participation is under review and that it could be revoked, if the situation is unchanged.

b. Other items of business not specifically covered by these rules and regulations shall be dealt with by the Market Manager and the Board of Directors at its discretion.

### **CONSULT APPENDIX A FOR THE APPLICATION FORM**

## 2.0 ORGANIZATION

2.1 Vision Statement: *To nourish a healthy, vibrant, and resilient community*

2.2 Mission Statement: *To provide a market venue for locally produced food and crafted items that inspires and enriches our community.*

2.3 The Sackville Farmers Mandate:

*The Market exists to:*

*a. Promote food that is grown and/or produced in the Maritime Provinces*

*b. Provide accessibility to locally grown and healthy products*

*c. Create local food systems connecting consumers with farmers, fishers, bakers, cooks and prepared food vendors*

*d. Promote artisan vendors who make quality products*

*e. To act as a business incubator*

*f. Provide an inclusive community space where people can mingle, socialize and find support; to build community connections*

*h. g. To collaborate with our municipality and other businesses in our community to make our region a destination for those from outside our community and a home for those within our community*

2.4 The Sackville Farmers' Market is a registered not for profit that is run by a volunteer Board of Directors and a part time Market Manager.

### 3.0 Membership

3.1 An annual membership is \$25.

3.2 Members are eligible to serve on the Board of Directors; a *minimum* of four of the Directors must be vendors.

3.3 When voting is required, each voting member in good standing is allowed one vote.

3.4 Membership fees and booth fees will be used for employment of a part-time Market Manager and as rental payment to the indoor sites of the market. A portion of these fees will be held in an account to be used for promotion, marketing and other items and activities as deemed necessary by the Board of Directors.

### 4.0 LOCATION/HOURS/CANCELLATIONS

4.1 The Sackville Farmers Market operates year round and splits its time between two locations.

**SPRING/SUMMER SEASON:** Bill Johnstone Memorial Park at 64 Main St, Sackville, NB, E4L 4A7  
**FALL/WINTER SEASON:** Sackville Commons at 18 Lorne St, Sackville, NB, E4L 3Z7

4.2 a. Market Hours will normally be from 9 a.m. to 12:00 p.m on Saturday.

b. On holiday weekends and special events, occasionally longer hours and additional days may be offered to participating vendors.

**2023**  
**SPRING/SUMMER SEASON:** Saturdays from May 6 - October 28 (26 weeks) - 9:00am -12:00pm  
**FALL/WINTER SEASON:** Saturdays from November 4 - April 27 (26 weeks) - 9:00am - 12:00pm

4.3 a. Vendors must be set up for business by 9 a. m, and must remain open until the designated closing time.

b. In order to ensure the integrity, safety and professionalism of the Market, vendors are required to have vehicles unloaded and parked/moved one half hour before opening time (8:30 am for market opening at 9:00 am).

c. Stalls, canopies, tables etc. must be secured and in place before the designated opening of the Market to ensure the safety of customers, subject to weather conditions and changes. Stalls must remain entirely in place with no items dismantled or removed until the designated closing time even if vendors have sold out of their product. This policy is designed to help ensure that the market does not face the negative impact of vendors setting up or leaving during market hours, and unsightly gaps in the market created when vendors are not in-place during market hours.

d. All vendors must dismantle their kiosks and leave the market area no later than sixty (60) minutes after the market closes.

4.4 The Sackville Farmers' Market is a 'rain or shine' market. However, since the SFM takes place in an outdoor venue, we reserve the right to cancel a Market (with or without prior notice) if it is determined that weather conditions could compromise the safety of vendors and shoppers.

Market cancellation will be considered only in the rare event of an official severe weather warning.

Early closing may occur as a result of various safety concerns and will be at the discretion of the Market Manager.

Market cancellations are at the sole discretion of the Sackville Farmers Market Manager. Notification of the cancellation will be given to all vendors as soon as possible by telephone and email. The Market Manager will notify the public by sending a public service announcement to Sackville Farmers Market Facebook page and local media (CBC, CFTA Tantramar FM, CHMA). They will also notify Town staff of the closure as soon as possible by telephone.

## 5.0 ELIGIBLE VENDORS

5.1 All goods at the Sackville Farmers' Market must be locally grown, locally prepared or locally produced.

\*Local is interpreted as produced within the Maritime Provinces: New Brunswick, Nova Scotia or Prince Edward Island. Priority will be given to items produced within 150 kilometres of Sackville, NB, however with the approval of the Market Manager or designate, vendors may offer goods for sale that are produced in other areas of the Maritime provinces.

\* Locally produced means that the goods are significantly transformed and not simply repackaged.

\*Raw ingredients may originate from beyond the Maritimes if the item is transformed locally.

5.2 a. Vendors must display signage at each Market day indicating the source and origin of each local product not of their own production.

b. If a vendor wishes to add products not in line with their current offering or change what they are selling, they must obtain prior approval from the Market Manager.

- The resale of purchased non-local beverages is strictly prohibited except for products sold by the Sackville Farmer's Market for fundraising purposes and by approved prepared food /hot beverage vendors.

- All product eligibility decisions are ultimately left to the discretion of the Market Manager



5.3 All market vendors must submit an application form outlining what products they would like to sell at the SFM. Final product approval is at the discretion of the market manager. Vendors will not sell any flea market or liquidation type items.

5.4 Special exemptions may be allowed from time to time at the discretion of the Market Manager and the Board of Directors, according to local supply or productivity and such exemptions are not to interfere with locally-produced products. A special provision could be made for items that are not otherwise sold at the market. This would also apply to specialty or unique types of vendors for special programming events that benefit the market and the community (i.e., Canada Day, Acadian Day, Moonlight Madness, ect..)

- 5.5 a. Live animals must be confined and kept separate from any food.  
b. Prompt and proper disposal of animal waste is compulsory.

## 6.0 SPACE ALLOCATIONS

**The Manager will fill spaces that come available using the following criteria, and in this order:**

- **1. What works for the overall effectiveness of the market**
- **2. Seniority**

**6.1 Size of booth:** The size of kiosks is pre-determined by the SFM layout at the time and will be allocated depending on Market priorities and space requirements of the vendors.

**Inside space:** Indoor space is offered as a standard 6ft table. Oversized spaces ( anything more then a 6ft table up to the equivalent of 2 6ft table spaces) and undersized spaces (4 ft table) are available based on demand and available space.

**Outdoor space:** Kiosk space is usually determined by the standard tent size (10' x 10'). Larger tents can be accommodated for an additional fee. The Sackville Farmers Market also offers a limited amount of spaces for trucks and trailers (due to high demand and limited spaces, trucks and trailers must apply for a space prior to the start of the given season at 1 of the 2 market locations).

**Space Limitations:** Vendors are normally limited to a single table/tent space. Vendors may apply for multiple spaces, but allocation depends on the space available at the time. Special kiosk space requirements shall be, at the discretion of the Market Manager, charged a different rate based on the utilities and services required and the percentage of the space taken.



6.2 Spaces are reassigned at the beginning of each season based on market mix, market flow and Manager discretion. Member vendors who are in good standing from the previous season will be given first choice for space for the 2023 season. Good standing refers to a vendor who is in compliance with the policies and procedures of the market and is current with any or all fees. While previous vendor locations will be respected, the Manager reserves the right to move vendors for operational reasons.

6.3 No vendor may transfer, assign or sublet his space to another person.

6.4 Non-profit organizations may be allocated a free space for fund-raising purposes. To ensure a space, bookings must be made with the Market Manager well in advance. For all other uses of the space, a fee of \$15 will apply.

6.5 a. If a vendor has reserved a place at market and decides to cancel for any reason (including snowstorm, illness, or other commitments) they must notify the Market Manager by telephone or email by 9AM on the day prior to market. A vendor who does not cancel by this deadline will be required to pay the vendor fee for that market day.

b. If a vendor does not show up or give notice three times, their spot will be re-evaluated.

6.6 Rules for securing tents, canopies/awnings:

- At ALL hours of market operation, the required corner weight of 28lbs minimum must be in place on EACH pole no matter what the wind speed.
- Weight must be secured to pole the by a rope
- Ropes should be visible and neither the rope or weight should cause a tripping hazard

**Weights.**

**Corner cinder blocks weigh 28 to 35 lbs.**

**1 gallon of water weights = 8 lbs**

**sand bags must weigh min. 28 lbs.**

**MINIMIZE RISK/ACTION**

Market Manager will visually check that canopies, tents and umbrellas are secured to SFMB standards at the beginning of each market.

**Electrical Hazards:** Vendors are responsible for supplying their own extension cords. All extension cords used by exterior vendors must be designed for outdoor use and be of an appropriate gauge for the cords length and it's intended purpose (ex. generally a 12-14 gauge cord for freezers). It is the vendors responsibility to ensure that cords do not pose a tripping hazard and are not placed near sources of water (ex. splash pad, puddles during storms, etc...).

## OBSERVE ADDITIONAL RISK HAZARD

Always keep an eye out for questionable setups, ask before.. not after an incident.

Keep eye out for any other hazards that may cause injury ie, sandwich boards. cooking flame too close to ignition sources such as tablecloths etc., kinked propane lines..etc

*Market Manager can inspect vendors with canopies, tents & umbrellas, and vehicles at any time during the market hours. If a vendor is not in compliance with the rules, any instructions or requests provided by the Market Manager must be followed. If the vendor refuses to comply, vendor and associated parties will be asked to leave the market premises immediately. Returning to participate in the market will not be granted until the vendor requests appeal to the board.*

## ALL VENDORS MUST SIGN AN AGREEMENT FORM

**\*Consult Appendix B for tent/canopy wind risk assessment**

## 7.0 VENDOR PROTOCOL

**All persons selling at the market agree to abide by the rules and regulations set out by The Market.**

- 7.1 Every vendor shall keep their vehicle(s) within the designated parking area, as determined by the Market Manager, leave prime parking spots clear for customer parking. All vendors are required to provide the market with their license plate number in case an issue arises.
- 7.2 a. Vendors are encouraged to post their names or the name of their business or farm and addresses prominently on their stalls.  
b. Vendors must display signage at each Market day indicating the source and origin of each local product not of their own production.  
c. No signage shall be placed where it may block other vendors or customers, If signage is overhead, it must be hung 2 feet back from the frontage.  
d. No objectionable signage will be tolerated.  
e. Vendors are responsible for providing all display materials as well as setting up and tearing down any displays. All kiosks should have an attractive and professional appearance, enhanced with proper presentations, and clean table cloths that cover the front of their tables.  
f. Storage containers and equipment shall be confined to the vendor's kiosk and kept out of sight.

7.3 Vendors are responsible for adhering to any required regulations in the production and sale of their goods, including any license required by the Department of Health & Safety and other government agencies.

Food sold at markets is regulated under the NB Public Health Act. The guidelines are in alignment with the NB Department of Health's Food Premises Inspection Program.

Every person handling food related- products must maintain a very high standard of personal hygiene and cleanliness. All vendors and staff must practice these standards to prevent the transfer of pathogens between vendors/staff and to foods. Food Preparation vendors are required to have a good understanding of food safety principles and to obtain the following:

**Food-related Permits & Licenses:**

Vendors are responsible to obtain all necessary licenses, permits, inspections and certificates for the sale of their food products. They must also post these in a visible area at their market kiosk.

**[https://www2.gnb.ca/content/gnb/en/departments/health/services/services\\_renderer.2997.Food Premises Licence.html](https://www2.gnb.ca/content/gnb/en/departments/health/services/services_renderer.2997.Food_Premises_Licence.html)**

**Food Handling Training & Certification:**

In order to make the market a safe and reliable place to shop, vendors selling food products are required to complete the "Food Handling" training certification which is required by the NB Department of Health. Vendors must put their certificate on display at their kiosk.

**[http://www2.gnb.ca/content/gnb/en/departments/ocmoh/healthy environments/content/food safety training.html](http://www2.gnb.ca/content/gnb/en/departments/ocmoh/healthy_environments/content/food_safety_training.html)**

**Other Food-related & Farm Products:**

Each vendor with other food-related products in the farm products category must also verify all other applicable regulations, permits and licenses that apply to their category through all levels of government and regulatory bodies (meats, fish, dairy, fruits & vegetables, wine, honey, etc.).

7.4 Vendors shall not block walkways or fire exits or other vendors' stalls.

7.5 Attendance & Punctuality:

a) Member Vendor Attendance:

Vendors who are members of the SFM receive a preferred rate compared to occasional vendors for committing to attend the market on a regular basis, instead of on a week-by-week basis, and are thus expected to have proper representation throughout the market seasons.



b) Punctuality:

We believe in vendors working together for the benefit of all vendors! Vendors are expected to adhere to opening and closing hours (9am – 12 pm). Late arrivals and early departures disrupt the market operation, annoy customers and can become a safety issue.

**LATE ARRIVALS**

Vendors will be considered late if they have not complied with all of the following by the designated opening time of the market (9 am):

- o arrived at market by 8:30 at the latest;
- o completed setting up their kiosk;
- o moved their vehicle out of the customer areas; and
- o be ready to sell to the public.

If a vendor has not arrived at market at least 60 minutes before opening time, the Market Manager has the option to give the kiosk to another vendor for the day.

**EARLY DEPARTURES**

Vendors must keep their kiosks open for the entire market time, and not begin to tear down before the designated closing time (12 pm). If the vendor must leave early because of exceptional circumstances, the vendor must notify the Market Manager.

c) End of Market Day Dismantling:

All vendors must dismantle their kiosks and leave the market area no later than sixty (60) minutes after the market closes.

7.6 a. No smoking is permitted by any vendor within the market area.

b. No profanity, shouting or objectionable means of soliciting trade will be tolerated.

7.7 a. The Markets are community events where a diversity of people are gathered to shop and sell. Vendors and their representatives are expected to conduct themselves in a respectful, safe, courteous and harmonious manner with customers, Market staff and with each other. The SFM will not tolerate verbal or physical abuse or any other form of intimidation at the Market.

b. All vendors, patrons and staff are expected to treat others with dignity and respect. Complaints and concerns are expected to be resolved in respectful ways and not during market hours. The market manager has the authority to take any appropriate actions to resolve these issues on a case by case basis. Not respecting the Market Manager's decision will result in immediate dismissal from the market on the day of and an automatic review of membership and "vendorship" by the board.

- c. Vendors should not publicly disparage other vendors, products, or markets. All vendors need to respect each other's stall space and products during Market hours and stay within the boundaries of this policy.
- d. Customer complaints about individual vendors will be discussed with the vendor.



#### Complaint Resolution for Voting Members Policy

Approved June 21, 2017

In the event of conflict between vendors or vendors and the administration, the Sackville Farmer's Market will implement the following complaint resolution policy.

Public airing of concerns on Market day is not permitted since it weakens the fabric of the good will we are all working to strengthen.

1. The Sackville Farmer's Market encourages all vendors to address their concerns directly with the appropriate person(s) – another vendor or the Market Manager - as soon as reasonably possible.
2. Situations involving Market Administration or Policy are most quickly clarified by contacting the Market Manager directly.
3. If after addressing your concerns with the appropriate person, you still need help to resolve an issue, the Sackville Farmer's Market will implement the following process:
  - All complaints or concerns should be directed to the Market Manager in writing using the complaints resolution form (appendix A) - either by email, post or in person at the market.
  - The Market Manager will review all complaints with the Board Chair.
  - If complaints or concerns are related to a Market employee, they can be brought directly to the Chair of the Sackville Farmer's Market in writing. The Chair will only act upon items received in writing.
  - A \$25 filing fee, which can be shared by a group of vendors, must accompany any written complaint to the board. The fee will be returned once the board deems the complaint to be valid.
  - The Sackville Farmer's Market Board will review complaints and acknowledge receipt within 48 hours.
  - The Sackville Farmer's Market board will discuss the complaint at the next Board meeting and will propose a solution or offer a mediation session to resolve the issue.
  - The Sackville Farmer's Market board will treat all complaints with appropriate discretion and sensitivity.

This policy applies at any time and at any location where the Sackville Farmer's Market business is carried out, and includes any other location where such behavior may have an impact on the work relationship and market environment.

## CONSULT APPENDIX C FOR THE CONFLICT RESOLUTION FORM

### 8.0 FEES

The Sackville Farmers' Market shall annually set vendor fees to help offset normal market operating expenses, such as advertising, services, salaries, and insurance. These shall be collected from all vendors by the Market Manager, and no vendor shall sell at the market without prepayment of the appropriate vendor fee.

8.1 Annual membership fee of \$25 will be charged to all new and returning members. Members will then be eligible for a reduced weekly vendor fee.

8.2 a. Weekly vendor fees are based on the type of vendor and the square footage used by vendors ( 6ft table, 10x10 tent, truck, ect.). Use of electricity is extra. Preference is given to member vendors. There will be a \$5 premium charge for occasional vendors based on fee category.

b. Weekly vendor fees are based on a 6 ft table or (10'X10') tent size. The fees are \$20/week for members and \$25/week for occasional vendors. Use of electricity is extra.

## **REFER TO APPENDIX D- VENDOR FEE STRUCTURE 2023**

8.3 An annual electrical fee of \$10 is charged to all vendors who access power at the market (appliances, cold storage, trucks, ect).

8.4 Vendors are responsible to bring their own tents, tables, scales, etc. A certain number of tables will be available for a fee of \$5/ week for occasional vendors.

8.5 Table fees may be changed at any time, and put into affect after a period of notice extending over four (4) successive Market weeks.

8.6 The SFM issues Market Dollar coupons (\$10 value) for promotional purposes and as gift cards. Consumers may redeem them at any vendor kiosk for par value on product purchases. The vendor will then be reimbursed at the end of the Market day by the Market Manager.

8.7 Vendors will be expected to share sales data anonymously, upon request of the Market Manager. It is important to collect this information from time to time, as this information shows the important role the Sackville Farmers' Market plays in the economy of our community and province. The better our data, the better the Board and Management can advocate for funding on the markets' behalf. This data assists with the growth of the Market.

## **9.0 CLEANLINESS**

9.1 Every vendor shall be responsible for the condition of the space around her/his booth during market operation hours and shall leave the same in a condition as clean as when she/he arrived.

9.2 If, in the opinion of the Market Manager or designate, a space is not clean, the Market Manager or designate may have the space cleaned and bill the permit holder accordingly, along with a service charge.

9.3 a. General garbage containers are for the use of customers only.

b. Vendors must place their own refuse in a suitable container at their stall and remove it when they leave.



# APPENDIX A- APPLICATION FORM

## Application form

**APPLICANTS MUST HAVE READ AND UNDERSTOOD THE MARKET RULES PRIOR TO FILLING OUT THIS FORM**

Business name: \_\_\_\_\_

Main Contact: \_\_\_\_\_ Role: \_\_\_\_\_

Other people involved (i.e business partners, employees, volunteers):

Name	Role

Business address: \_\_\_\_\_

Phone number: (day) \_\_\_\_\_ (eve) \_\_\_\_\_ (oth) \_\_\_\_\_

Email: \_\_\_\_\_

Indicate best method to contact: phone email other: \_\_\_\_\_

License Plate #: \_\_\_\_\_

Product(s) to be sold: \_\_\_\_\_

Did you make/grow this product? (circle one) YES NO

Where was this product made/grown? \_\_\_\_\_

Dates requested: \_\_\_\_\_

Have you ever sold at the Sackville Farmers Market? YES NO

Have you ever sold at another market? YES NO

(If Yes, please list place and dates on back of application)

Specific Needs:

- ☐ willing to sell outside
- ☐ must be inside
- ☐ want to sell outside
- ☐ willing to share table space

Do you need access to electricity? Y N Running water? Y N

How much table space do you need? \_\_\_\_\_

By signing below, I acknowledge that I have read and understand the Rules and Regulations provided to me by the Sackville Farmers Market. I understand that failure to comply with those Rules and Regulations may result in removal from the Market and loss of the right to sell at the Sackville Farmers Market.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### RISK ASSESSMENT

The Market Manager shall consult Environment Canada prior to the start of “ **SET UP** ”every morning before market to plan for the day accordingly.

There are 4 categories for Assessment based on the Beaufort wind force scale.  
For our policy 0 to 4 from the Beaufort scale will be acceptable for business as usual based on all canopies, tents and umbrellas secured to the standards put in place by the SFMB

**A** = 5 on Beaufort Scale ( this is defined as a FRESH BREEZE, 28.7 to 38.8 km/h **CAUTION WARNING**

**B** = 6 on Beaufort Scale ( this is defined as STRONG BREEZE, 38.8 to 49.9 Km/h **ACTION**

**C** = 7 on Beaufort Scale ( this is defined as HIGH WIND, MODERATE GALE, NEAR GALE 49.9 to 61.8 km/h **REACTION**  
**Tents down and stowed away in this wind, market business can continue.**

**D** = 8 on Beaufort Scale (61.8 to 74.6 km/h Gale, Fresh Gale) **MARKET IS CANCELED IMMEDIATELY DUE TO DANGEROUS UNCONTROLLABLE RISK**

APPENDIX C- CONFLICT RESOLUTION FORM

Complaint Resolution Form

Current Date:

Your Vendor Business Name:

Your Contact Information (name, phone number, email or mailing address):

Your Concern:

What steps have you taken to attempt to resolve your complaint:

Market date and approximate time at which the violation occurred (if any)

Signed Date

<b>For Market Use Only:</b>	Notes:
Date Rec'd	
By	



## APPENDIX D- VENDOR FEE STRUCTURE 2023

SACKVILLE FARMERS MARKET FEE STRUCTURE			
Annual Membership		\$25.00	
Annual Power Usage Fee		\$10.00	
Member weekly Rate	Standard 6 foot table space	\$20.00	
	10 x 10 outdoor space	\$20.00	
	>6 foot table or 10 x 10	\$25.00	
	Small trucks & trailers	\$20	Fits in 1 standard parking space
	Large trucks & trailers	\$30	Larger then 1 standard parking space
	Community groups & Non-Profits	\$15.00	
	Youth Business (under 18)	\$15.00	
Casual Vendor Fee		\$25.00	*Fee increases for oversized vendors
Table Rental Fee		\$5.00	
*Small trucks & trailers will increase to \$25 May 1, 2023			

APPENDIX E- Vendor Concern Form

Vendor Concern Form

Vendors who have concerns about market operations, vendor policies, or other vendors' compliance with market rules should submit this Concern Form. The Sackville Farmers Market will not reveal the inquiring vendor's name to anyone. Please submit this form directly to market management on the market day or within a week of the market during which the alleged violation occurred.

Current Date: \_\_\_\_\_ Your Vendor Business Name: \_\_\_\_\_

Your Contact Information (name, phone number, email or mailing address):

Your Concern. (If applicable, please use your Vendor Handbook to reference the rule or policy with which you have a concern. If this is a complaint regarding a Vendor, specify Vendor's name.)

Market date and approximate time at which the violation occurred (if any):

Signed

Date

For Market Use Only:	Notes:
Date Rec'd	
By	

