

# THE CORPORATION OF THE TOWN OF AURORA

## **By-law Number 4416-03.P**

### **BEING A BY-LAW to provide for establishing, maintaining, operating and regulating the Aurora Farmers Market**

WHEREAS the *Municipal Act, 2001, S.O. 2001, c.25 as amended* Section 113 permits the municipality to establish, maintain, operate and regulate farmers markets within the municipality

NOW THEREFORE the Council of The Corporation of the Town of Aurora hereby enacts as follows:

1. **Title**  
This By-law shall be entitled "Aurora Farmers Market".
2. **Location**  
The Aurora Farmers Market shall be comprised of the area east of Temperance Street and south of Wellington Street as identified in Schedule "A".
3. **Market Days and Hours of Operation**  
The Market shall be on Saturdays from the first Saturday in June to Thanksgiving weekend from 8 a.m. to 12:30 p.m.
4. **Market Clerk**  
The administration of the Market shall be under the jurisdiction of the Director of Corporate Services or his designate who shall perform the duties of Market Clerk, which duties shall include the following:
  - (a) to process applications for leases
  - (b) to maintain accurate records of the leases and submit the applicable financial statements and deposits to the Treasurer
  - (c) to attend the Market on market days to ensure the provisions of the leases and the Market are observed
  - (d) to settle all dispute that may arise relating to leases and the interpretation of this By-Law.
5. **Fees**
  - (a) Every vendor shall enter into a lease in the form attached as Schedule "B", shall pay the fees set out in Schedule "C" and furnish such information as directed by the application to lease.
  - (b) No person shall offer for sale any article in the Farmers Market without first having entered into a Lease as provided for by this By-Law.
  - (c) Adjustments in the rate of the Lease shall be changed at the beginning of each year based on the percentage change in the Consumer Price Index of Statistics Canada.
  - (d) Leases shall be entered into by May 31st in each year or prior to operating a sales stall in the market. If leases are not signed and payment is not received by the Market Clerk on or before this date, the space becomes available for leasing purposes.
  - (e) Leases are not transferable.
  - (f) Vendors shall be permitted space based on the terms of their lease.
  - (g) Vendors shall place their vehicles in accordance with directions of the Market Clerk.

- (h) Vendors shall keep their space in a clean and orderly state and shall leave the space with no refuse or litter thereupon.
- (i) Vendors shall provide proof of insurance in a form acceptable to the Market Clerk as a condition of entering into a lease with the Town.

**6. Market Sales**

No person shall sell, offer for sale or expose for sale any article or thing in the Market except the following:

- (a) agricultural products
- (b) handicrafts or crafts
- (c) home-baked goods
- (d) meat or cheese products (subject to refrigeration availability)

No person shall be permitted to sell items in the Market unless he/she produces or grows a portion of the wares or produce offered for sale.

No person shall offer for sale any live animal, including any live bird, live fish or live reptile in the Market

**7. Offence**

Any person who contravenes any section of the By-Law shall be guilty of an offence, and be liable to a penalty of up to \$2,000 upon conviction as provided for under the Provincial Offences Act, R.S.O. 1990, as amended.

**8. Effective Date**

This By-Law shall come into force and take effect upon its passing.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 8<sup>th</sup> DAY OF  
APRIL, 2003.

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T. JONES, MAYOR

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K. EWART, DEPUTY CLERK

Schedule "B"  
Lease

Lease Agreement Between:

The Corporation of the Town of Aurora (hereinafter called the Lessor)

And

(hereinafter called the Lessee)

WITNESSED that in consideration of the rents, covenants and agreements hereinafter reserved on the part of the Lessee, the Lessor shall lease to the Lessee the portion of the Market known as Stall(s) \_\_\_\_\_ for the purpose of selling in the Market.

TO HAVE AND TO HOLD the said premises each Saturday from the first Saturday in June to and including the Saturday of the Thanksgiving weekend in October during the year \_\_\_\_\_:

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Lessee shall pay to the Lessor for the year \_\_\_\_\_ the sum of:

Stall Number(s)	_____
Applicable GST	_____
Total	_____

- The Lessee shall abide by and comply with all lawful rules, regulations and By-Laws of the Lessor and in particular shall comply with the provision of By-Law No 4416-03.L, being "A By-law to provide for establishing, maintaining, operating and regulating the Aurora Farmers Market". In the event that the Lessee violates the By-Law the Lessor reserves the right to cancel this lease.
- The Lessee shall not allow any refuse, garbage or other loose material to accumulate in or about the demised premises and shall at all times keep the said premises in a clean condition.
- The Lessor reserves the right to suspend this lease at any time if the Market is required for civic purposes as identified by the Town Council or in the event of conditions that arise that are beyond the control of the Lessor.
- The Lessee hereby agrees that failing to attend on 3 consecutive Saturdays during the term of the lease will cause the Lessee to loose the leased space, terminates this lease, the Lessee forfeits the payment in paragraph 1 and the Lessee permits the Town to lease the space to another individual.
- This lease is not transferable.

Date \_\_\_\_\_

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Lessee