



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA

MEETING DATE: JUNE 9, 2020

AGENDA ITEM SECTION: MATTERS REQUIRING ACTION

AGENDA ITEM NO. : 7

AGENDA ITEM: CONSIDER A RESOLUTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH WESTCHESTER GREENHOUSES AND FARM TO OPERATE A WEEKLY FARMER'S MARKET AT 99 CEDAR STREET WITH A START DATE OF FRIDAY, JUNE 12, 2020

ITEM BACKUP DOCUMENTATION:

1. RESOLUTION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR THE 2020 FARMER'S MARKET
2. MEMORANDUM OF AGREEMENT – 2020 FARMER'S MARKET

WHEREAS, the Village Board of Trustees has considered options for facilitating a Farmers Market similar to prior seasons with added precautions to address the safety of market participants and visitors in light of the statewide COVID-19 emergency; and

WHEREAS, the overarching goal of the 2020 Farmers Market's is to provide a safe opportunity and convenient location for quick and purposeful shopping for fresh local and regional farm products.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Dobbs Ferry hereby authorizes the Village Administrator to execute a memorandum of agreement that incorporates mandatory safety precautions with Westchester Greenhouses and Farm to operate a Farmers Market at 99 Cedar Street on Fridays between 9:00 am and 4:00 pm for the 2020 season mid-June through October.



VILLAGE OF DOBBS FERRY
112 Main Street
Dobbs Ferry, New York 10522
TEL: (914) 231-8500 • FAX: (914) 693-3470

**MEMORANDUM OF AGREEMENT
2020 FARMERS MARKET**

PARTIES:

Village of Dobbs Ferry, 112 Main Street, Dobbs Ferry, NY 10522 (“**Village**”)

Westchester Greenhouses & Farm, 332 W Hartsdale Ave, Hartsdale, NY 10530; Farm Manager, Nancy Chiocchi (“**Facilitator**”)

PURPOSE AND MISSION:

The Facilitator proposes operate a weekly Farmers Market Program for the 2020 season for the benefit of the residents of Dobbs Ferry and the visiting public (“Market” or “Program”) with one or more farmers, food makers and other food product purveyors (“Vendor” or “Vendors”).

Mission of the Market:

- To cultivate the vitality of our Village and region and nurture a healthy community by promoting wholesome, regionally and locally grown, sourced and produced food and food products
- To support local and regional agriculture and locally-owned and operated businesses
- To encourage the use of the Village’s outdoor spaces, create a community focal point and foster a culture of community pride
- To encourage interaction with fellow residents and community togetherness while supporting economic development by bringing visitors and activity to the Village in a collegial, comfortable and casual environment
- To provide opportunity for and emphasize diversity and individuality in Vendor offerings

RULES AND PROCEDURES:

COVID-19 NOTICE: Historically the Market was an opportunity for social interaction. However, this year the Market will be operated to minimize danger presented by the COVID-19 pandemic. No special event programming is anticipated and no on-site opportunities/facilities for gathering will be available. The overarching goal of the 2020 Market is to provide a safe opportunity and location for quick and purposeful grocery shopping. The Market shall be operated in accordance with all laws, orders, rules and guidance procedures established to help prevent the spread of COVID-19 including but not limited to mandatory social distancing and the use of face coverings. All participants at the Market will be expected to comply with additional safety measures and the Village reserves all of its rights of enforcement. FOR FURTHER DETAILS See Item 7, Compliance.

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GENERAL Rules of Conduct for the Market:

The following are prohibited at the Market: smoking or other tobacco products and nicotine delivery systems, such as e-cigarettes and vaping tools, littering, ~~dogs or domestic pets other than service animals~~, fundraising and the use of bicycles, skateboards, roller blades, wheeled shoes or ~~other recreational wheeled transport~~.

VENDOR Rules and Information:

Facilitator shall distribute Rules and Procedures to Vendors (attached as Exhibit "A") and ensure compliance, including safety measures related to COVID-19. Facilitator shall arrange for payment of any market fees directly from Vendors.

PERIOD OF RELEVANCE:

For the seasonal period June 12, 2020 through November 6, 2020; every Friday from 9:00 a.m. to 4:00 p.m. (inclusive of set up and break down); the Market shall open to the public no later than 10:00 a.m. on each market day.

LOCATION:

99 Cedar Street Village Parking Lot ("Market Space")

TERMS AND PARTY OBLIGATIONS:

1. **Fees & Expenses.** Facilitator shall pay to Village a license fee of \$100/week for each week the market is operated. Village shall not be liable for reimbursement of expenses of Facilitator, Farm Manager or Vendors in connection with the Program. Market Manager may arrange for and collect market-related fees directly from Vendors.
2. **Cooperative Efforts.** The parties acknowledge the importance of the Market to the community. To that end Facilitator shall be responsive to Village requests for status reports. Facilitator shall provide Village with accurate contact information for Vendors and be responsive to and cooperative with Village representatives in connection with this Program, including attention to any Vendor-related issues.
3. **Access to Space and Vendor Stalls.** Village shall grant a revocable license for access to the Market Space for the Program and notify the public of any necessary revisions to parking regulations. Facilitator shall not transfer or extend the license rights to any person or entity, other than Vendors, without express written consent of Village. Facilitator shall assign Vendor stalls and be responsible for providing, placing and removing signs, barriers, cones or ropes to delineate the Market Space and Vendor stalls within the Market Space as needed, the placement of which shall not deny access for reasonable use of public rights of way. Facilitator shall provide a Market layout diagram in advance to the Village for review and approval.
4. **Safety.** Facilitator shall undertake every reasonable effort to ensure the protection of the public within or in the vicinity of the Market Space, including but not limited to

encouraging use of crosswalks and sidewalks. *See also*, COVID-19 Notice and Item 7 "Compliance".

5. **Insurance.** Facilitator shall procure and maintain and shall cause any Vendor (if different than Facilitator) to procure and maintain, Comprehensive General Liability coverage with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The license provided by this Agreement shall not be deemed granted or otherwise effective until Facilitator provides to Village certificates of insurance evidencing compliance with this paragraph. The certificates will show the Village as an additional insured, which must be primary and non-contributory with respect to the additional insured.
6. **Liability Disclaimer and Indemnification.** Village shall not be liable for any injury to property or persons associated with the license granted or the services of the Program set forth herein, including Vendors. Except for Village's gross negligence or willful misconduct, Facilitator shall indemnify, protect, defend and hold harmless the licensed premises, Village and its agents, to the greatest extent as permitted by law, from and against any and all claims, losses, and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with the Program, and the use and/or occupancy of the Market Space by Facilitator, or its Vendors, invitees, attendees, contractors and volunteers. If any action or proceeding is brought against Village by reason of any of the foregoing matters, Facilitator shall upon notice defend the same at Facilitator's expense by counsel reasonably satisfactory to Village and Village shall cooperate with Facilitator in such defense. Village need not have first paid any such claim in order to be defended or indemnified.
7. **Compliance.** In connection with this Agreement, Facilitator shall:
 - a. Abide by and require Vendors and any contractors, staff, sub-contractors and volunteers to abide by any and all Federal, State and local workplace laws, regulations and ordinances.
 - b. **Ensure strict compliance of the Program with all applicable orders, mandates and guidance issued in connection with the COVID-19 pandemic and the declaration of a Statewide Disaster Emergency set forth in Executive Order Number 202 dated March 7, 2020 issued by Governor Andrew Cuomo and any amendments and extensions thereto. The Facilitator shall organize and operate the Market at all times to best ensure the safety of the visiting public and Vendors by use of all available methods, such as defining a process for shopping by vulnerable individuals, offering curb-side pick-up, adjustment of food displays to encourage no touch shopping, increasing distances between Vendors, limiting the number of shoppers at any given time and limiting the direction of circulation within the Market Space, establishing a separate entrance and exit and providing clear instructions. Signage must be displayed to promote good hygiene and social distancing by Vendors and patrons of the Market. Specific mandates include but are not**

limited to those contained in Executive Order 202.16 issued April 15, 2020 (e.g. requiring employers to provide face coverings to workers and requiring use of face coverings by workers while in the workplace) and Guidance for Retail Grocery Stores issued April 10, 2020 by Agriculture and Markets Commissioner Richard A. Ball. Vendors must be required to use only equipment and booth components which have been sanitized prior to set up and to routinely clean high-risk locations, such as point of sale areas.

- c. Require all necessary education, licensure and certifications for all Vendors, contractors, staff, sub-contractors and volunteers.

NATURE OF TRANSACTION:

The parties acknowledge that, due to the nature of the Market Space as a public facility held by the Village for the benefit of the public, the license granted herein is non-exclusive and revocable. The license granted herein is not a transfer of property rights or conveyance of any portion of the public street, sidewalk, parking facility or right of way.

APPLICABLE LAW:

The Parties agree that this Agreement shall be interpreted under the laws of the State of New York. All disputes, claims, and actions arising from the Agreement shall be subject to the jurisdiction of the Courts of the State of New York and venue shall be in the Supreme Court of the State of New York, Westchester County. Each of the parties waives any right to a jury trial in such action.

MISCELLANEOUS:

- a. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- b. Survival. The provisions of this Agreement that require performance after the expiration of the Period of Relevance or termination shall remain in force notwithstanding the expiration of the Period of Relevance or termination.
- c. Modification. This Agreement may be amended or modified only by written, executed, mutual agreement of the parties.

ACCEPTANCE OF AGREEMENT:

The signatories hereto acknowledge that (a) each is fully authorized to bind the parties hereto, and (b) this Agreement has been negotiated between parties of equal bargaining power and is not to be construed against either party by virtue of such party's attorney having drafted it.

VILLAGE OF DOBBS FERRY

By: _____
Charlene Indelicato,
Village Administrator

Date

WESTCHESTER GREENHOUSES AND FARM

By: J. Chiochi
Name: Joseph Chiochi
Title: President

6-2-20

Date

EXHIBIT "A"
VILLAGE OF DOBBS FERRY
112 Main Street
Dobbs Ferry, New York 10522

TEL: (914) 231-8500 • FAX: (914) 693-347

2020 DOBBS FERRY FARMERS MARKET - RULES AND PROCEDURES

GENERAL Rules of Conduct for the Dobbs Ferry Farmers Market ("Market")

The following are prohibited at the Market: smoking or other tobacco products and nicotine delivery systems, such as e-cigarettes and vaping tools, littering, dogs or domestic pets other than service animals, fundraising and the use of bicycles, skateboards, roller blades, wheeled shoes or other recreational wheeled transport

VENDOR Rules and Procedures

- Promotion of the Market will be collaborative, but the vendor shall take the lead by promoting their participation in the market and include details on specific offerings
- Vendor agrees to hold harmless the Village of Dobbs Ferry, the Facilitator, the Market Manager and their agents, employees and volunteers, for any claims, losses or suits to the fullest extent of the law.
- Any Vendor scheduled for a particular market day must open for vending to the public no later than 10:00 a.m. The coordination and schedule, including notice of absence on a scheduled market day, must be coordinated through the Market Manager by telephone 914-949-9403 or e-mail nancy@westchestergreenhouses.com who shall notify Village.
- Vendors must bring/set up/breakdown their own booth, tent and/or tables
- Vendors may not access the sidewalk with vehicles at any time for any purpose. The Village will reserve parking space for Vendors' vehicles during the Market.
- Vendors shall be solely responsible for cleaning up their space prior to departure
- Vendors must comply with recycling laws and provide appropriate receptacles and compliant shopping bags for use by customers at the Market.

Documentation Required

- Vendors must prepare a Vendor Application (a copy of which is attached) to be considered for inclusion in the Market and attach the following documents before the Vendor will be permitted to participate: (1) Certificate of Insurance with the Village of Dobbs Ferry named additional insured; (2) business certificate with taxpayer identification; (3) if products are taxable, a sales tax certificate; (4) if a grower, copy of crop plan; (5) if a baker, copy of home processor license and most recent sanitary inspection report. Vendor will pay a prescribed fee directly to Market Manager.
- Vendors are encouraged to register for participation in New York's WIC and FNMP program by completing an application with NYSDA.
- Vendors shall be responsible for obtaining and maintaining all applicable licenses from New York State to grow, raise, produce and purvey the products they will sell.

- Vendors must arrange products to create a visually appealing display and must post all sale prices for the products available on a given market day.
- Vendors shall abide by any and all Federal, State and local workplace laws, regulations and ordinances, including those specifically designed to address the risks posed by the **COVID-19** pandemic emergency. **Vendors shall strictly comply with all applicable orders, mandates and guidance issued in connection with the COVID-19 pandemic and the declaration of a Statewide Disaster Emergency as set forth in Executive Order Number 202 dated March 7, 2020 issued by Governor Andrew Cuomo and any amendments and extensions thereto. For example, Vendors are required to comply with the mandates in Executive Order 202.16 issued April 15, 2020 by providing provide face coverings to workers and requiring use of face coverings by workers while in the workplace. Further, Vendors are required to comply with applicable provisions of Guidance for Retail Grocery Stores issued April 10, 2020 by Agriculture and Markets Commissioner Richard A. Ball. Vendors shall only use equipment, including booth components, which have been sanitized prior to set up, and must routinely clean high-risk locations, such as point of sale areas, during hours of operation. Vendors shall follow all safety procedures at the Market.**

Qualifications of Vendors

Vendors at the Market shall be limited to (1) *bona fide* farmers/growers/producers from New York State and surrounding regional areas (New Jersey, Connecticut & Pennsylvania) or their agents, defined as someone employed by the grower and their representative, not someone dealing in goods for resale (farmers may be asked to obtain a letter from their County Extension Agent certifying their status as a grower) and (2) bakeries with licensed/inspected locations within 50 miles of Dobbs Ferry, provided that the products they have for sale are of their own making or finishing as may be appropriate to the product.

Permitted Products and Quality of Goods

- All products ^{50%} must be listed and details provided for consideration and if approved, maybe At least ~~75~~ ⁵⁰ % of what the Vendor offers for sale (by volume or weight) on every market day during the period of relevance must be grown, cultivated, reared, caught, produced or otherwise finished as may be applicable to the product by the Vendor on land or in a location owned or leased by Vendor. Pre-approval by the Market Manager is required for the remaining ~~25~~ ⁵⁰ % after Vendor provides sufficient evidence of source of these goods.
- Any brewing, pickling, baking, smoking or other finishing of products must be completed by the Vendor.
- All products must be properly labeled in accordance with mandates of NYSDA or other applicable regulatory requirements.
- In addition to freshly picked, unprocessed vegetables (or picked and stored as appropriate to the product), herbs, fruits, plants and flowers, the following are examples of processed products which may be sold at the Market, as long as they are produced by the Vendor in accordance with regulations set forth by the NYSDA: honey; eggs; maple syrup; fruit juice or cider; preserves, relishes, pickles, jams or jellies; cheese; flavored/plain dairy butters; or preserved meats/fish.
- The Market Manager reserves the right to include products which might not necessarily follow the above requirements for the good of the Market and the community.

The Dobbs Ferry Farmers Market 2020 Vendor Application

Individual Name: Nancy Chiorchi Business Name: Westchester Greenhouses & Fa
 Address: 332 W. Hartsdale Ave. Town/City: Hartsdale
 State: NY Zip Code: 10530 County: Westchester Website: westchestergreenhouse
 Phone: 914-714-1315 Fax: 914-684-1288 E-mail: Nancy@westchestergreenhou
Joe@westchestergreenhouses.c

Address of farm, kitchen or other facility (if different from above): _____

Provide details on chart for the product(s) you propose to sell. See crop plan

Quantity of 10'x12' vending spaces you require: 10

- Do you intend to sell raw products (fruits, vegetables)? yes no
- Do you intend to sell value-added products (breads, jams, etc...)? yes no
- I am interested in participating in the Farmers' Market Nutrition Program (FMNP) and am willing to accept FMNP vouchers at market, if approved. yes no

Attach copies of all required documentation listed in the Rules, including insurance certificate naming Village as additional insured. Note: fee payments are made directly to Market Manager.

Products you would like to sell: Please be specific. List all items on the chart. Indicate whether the item is grown/produced by you, or whether you intend to buy it in from another local farmer (brokered). Include specific types of produce, nursery stock, flowers, prepared foods, baked goods, and animal products. Approval to sell a brokered product will only be granted if no other vendor at the market offers that product. The Village reserves the right to modify the criteria at any time and to accept or deny any application to participate in the market.

ITEM	Grown/Produced	Brokered (List source)	Approved (for internal use only)
Fruits & Vegetables	✓	✓ See Crop plan	
Baked goods	✓		
Cut Flowers	✓		

Vendor Compliance and Indemnity Agreement

Applicant Statement:

I AGREE by my signature below to: ABIDE BY the Rules and Regulations of the Dobbs Ferry Farmers Market; TO OBTAIN AND MAINTAIN LIABILITY INSURANCE and all applicable PERMITS and LICENSES; TO ASSIST in the inspection of my farm, market garden and/or kitchen by jurisdictional authorities and agents of the Market; and TO SELL no less than ^{50%} ~~75%~~ agricultural products produced on my farm or in my garden, or if I produce value-added products, to use ingredients harvested by myself and, if necessary on occasion, purchased from local growers. I FURTHER AGREE NOT to hold the Village of Dobbs Ferry or its representatives and employees responsible for any damages, claims or actions arising out of the sales of my products or from my participation in the Market or presence on the Market Site, and I agree to pay fees in a timely manner.

FEE: Vendors may be liable for payment of a fee to the Market Manager for participation. Payment will be arranged with and remitted directly to the Market Manager.

Any additional or replacement vendors than those listed with this permit must be immediately reported to the Village Clerk and the appropriate insurance and documentation presented.

I am a bona fide New York State agriculture producer. I acknowledge receipt of and agree to abide by the rules of the Market and understand that violation of the rules may result in suspension or loss of my privileges to sell at the Market. I understand that a representative or agent of the Village of Dobbs Ferry or the Market may verify the information provided on this application by visiting my farm or requesting other evidence of my status as a bona fide producer. I agree to inform the market of any changes in my production or marketing that affect the validity of the information below.

Applicant Name

J. Chiuschi
Market Manager Name

Signature

J. CHIOCCHI
Signature

Date

9/2/20
Date

Village Administrator Name

Signature

Date

Please forward application and all required documentation to:

Ms. Elizabeth Dreaper/Village Clerk
Dobbs Ferry Farmers' Market
112 Main Street, Dobbs Ferry, N.Y. 10522
914-231-8504 ldreaper@dobbsferry.com

