



CITY OF BEACON, NEW YORK
ONE MUNICIPAL PLAZA
BEACON, NY 12508

Mayor Randy Casale
Councilman Lee Kyriacou, At Large
Councilman George Mansfield, At Large
Councilwoman Peggy Ross, Ward 1
Councilman Omar Harper, Ward 2
Councilwoman Pam Wetherbee, Ward 3
Councilman Ali Muhammad, Ward 4
City Administrator Anthony Ruggiero

January 25, 2016
City Council Workshop Agenda

1. Farmers Market
2. Zoning Board of Appeals Appointment
3. Fire Department Location Committee
4. Discussion Regarding Stipulations Applied to the Special Permit at 35 Orchard Place
5. Discussion of Enacting "Ban the Box" Legislation
6. Executive Session - matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation

**City of Beacon Workshop Agenda
1/25/2016**

Title:

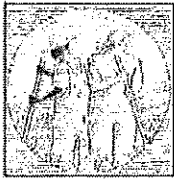
Farmers Market

Subject:

Background:

ATTACHMENTS:

Description	Type
Common Ground Proposal	Backup Material
Farmers Market Draft Agreement	Backup Material



COMMON GROUND FARM

POST OFFICE BOX 118 ~ BEACON, NEW YORK 12508
WWW.COMMONGROUND FARM.ORG TEL: 845-231-1121
TWITTER @CGFARM FACEBOOK COMMONGROUND FARM
Common Ground Farm is a 501c3 Not For Profit organization

June 29th, 2015

To The City of Beacon:

Please find enclosed Common Ground Farm's proposal to the City of Beacon's RFP to manage the Beacon Farmers Market. We are proposing to operate and grow the Beacon Farmers Market by hiring a qualified farmers market manager as a CGF employee, and forming an advisory committee of 2-3 experienced board members and 3-4 knowledgeable community members to oversee management, rules, regulations, and vendor selection. Our primary candidate for the manager position is Sarah Mencher, the current Manager of the Cold Spring Farmers Market. Please find more information below.

Sincerely,

A handwritten signature in black ink, appearing to read 'Benjamin Giardullo'. The signature is stylized and somewhat cursive, with a long horizontal stroke extending to the right.

Benjamin Giardullo
Common Ground Farm
President, Board of Directors



CITY OF BEACON New York

Anthony J. Ruggiero, M.P.A.
City Administrator

OFFICE OF CITY ADMINISTRATOR

845-838-5000

To: Mayor Casale and City Council

From: Anthony J. Ruggiero, MPA, City Administrator

Date: November 25, 2015

Re: Beacon Farmers Market

The City of Beacon distributed a Request for Proposals (RFP) on June 8, 2015 seeking a Farmers Market Manager. The deadline for submissions was June 29, 2015, with an addendum extending the deadline until September 10, 2015. The City received three (3) proposals by the September 10, 2015 deadline.

Firm Name	Price
Elemental Events	\$500.00 (City paying Fee)
Beacon Investor Group	\$0.00
Common Ground Farm	\$100.00 – 200.00

Elemental Events proposed receiving a \$500.00 weekly check from the City of Beacon in exchange for managing the Farmers Market. Beacon Investor Group proposed not charging the City of Beacon in exchange for managing the Farmers Market. Common Ground Farm proposed paying the City of Beacon \$100.00 - \$200.00 rent per month to manage the Farmer's Market.

As of October 1, 2015 I had reviewed all three proposals and interviewed each of the firms. After careful consideration I am recommending awarding the bid to Common Ground Farm. I will also be meeting with the principals of Common Ground to discuss terms and conditions on Tuesday, including vendor fees.

Common Ground Farm has a Board of Directors which is composed of three well qualified individuals with experience in local farm consultation, distribution and retail. They have managed farm market sales for two separate farms. The Board has an extensive network of contacts with local farms and vendors. They plan to accept Electronic Benefit Transfer (EBT) and Supplemental Nutrition Assistance Program (SNAP) benefits. They will also hire 1-3 teenagers per year through the Green Teens program to help manage the market. The Board plans to utilize social media as well as signage as part of an enhanced marketing strategy.

Please review and let me know if you have any additional questions. Ben Giardullo, President, Common Ground Farm will be present at on Monday night to answer any questions. Thank you.



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PROPOSAL REQUIREMENTS

1. NAME & CONTACT INFO

Benjamin Giardullo

President, Board of Directors, Common Ground Farm
36 Mason Circle
Beacon, NY 12508
(845) 219-8572. bgiardullo@gmail.com

Stephanie Fisher

Vice President, Board of Directors, Common Ground Farm
Farmers Market Manager, Bread Alone
(845) 249-8837. saf366@gmail.com

Doug Ornstein

Board of Directors, Common Ground Farm
Former Admin, Finance, & Operations Manager of Down to Earth Farmers Markets
(914) 589-3755. douglasornstein@gmail.com

Sarah Mencher

Cold Spring Farmers Market Manager
57 Vail Ave.
Beacon, NY 12508
(415) 314-8554. sarah.mencher@gmail.com



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2. OVERVIEW

Background

Common Ground Farm (CGF) is a 501(c)3 nonprofit organization focused on food access and education programs in Beacon and the surrounding communities, with a vision of making local, healthy food available and affordable for everyone. The organization operates a working farm, currently in its 15th season serving the community through broad programmatic partnerships with the Salvation Army soup kitchen, St. Andrews Food Pantry, Fishkill Food Pantry, the Green Teens Mobile Market, the Kids R Kids summer feeding program, the Beacon City School District, Hudson Valley Seed, and several other local organizations. CGF has been a long-standing vendor at the Beacon Farmers Market, and is one of the only vendors that accepts SNAP and EBT cards. In recent years CGF served as a fiscal sponsor for Hudson Valley Seed and Fareground Café, enabling them to function as non profits in our community until officially receiving their 501(c)3 status from NYS.

Farmers Market Management

Common Ground Farm seeks to serve the Beacon community in a greater capacity by taking on the responsibility of managing the Beacon Farmers Market. Three of the members of the CGF Board of Directors are uniquely qualified to lead this effort with a great level of knowledge and experience in local agriculture and Farmers Market management. Ben Giardullo, the President of the Board, is an experienced food systems consultant for local farms, distributors, and retailers. Doug Ornstein worked most of the past 3 years as an Administrative, Finance, and Operations Manager of 26 farmers markets with Down to Earth Farmers Markets. Stephanie Fisher, Vice President of the Board, is the Farmers Market Manager for Bread Alone. With this leadership, the organization will hire a qualified Market Manager, manage all related finances, provide insurance, and pay a monthly rent to the City of Beacon. Our candidate for the Farmers Market Manager, Sarah Mencher, is a Beacon resident currently manages the Cold Spring Farmers Market.

Farmers Market Committee

Although CGF will manage the finances and insurance, the organization will form a community driven Farmers Market Committee to advise on rules, regulations, and vendor selection. The committee will consist of 5 or 7 community members, of which CGF board members will fill 2 or 3 seats, respectively, giving the majority of seats to non-CGF board members. Thus far 2 qualified community members have agreed to be on the committee: Helanna Bratman, the Director of the Green Teens, and Ava Bynum, the Executive Director of Hudson Valley Seed, and the former Farmers Market Manager in Cold Spring.

EBT, Food Stamps, Double Up Coupons

Common Ground Farm has been one of the few vendors accepting EBT cards at the Beacon Farmers Market. The organization will expand this service to serve the entire market. Similar to larger farmers markets, the Market Manager will provide tokens to EBT customers to be redeemed for food products from any vendor at the market. The organization will also apply to qualify as a site for Double Up coupons, where EBT cardholders are granted twice the value for fresh produce purchased with EBT benefits. This is a win-win program whereby EBT cardholders get more fresh, healthy produce, and the farmers gain the additional revenue.

Green Teen Program: CGF and the Green Teens have had a great partnership for the better part of a decade. The organizations plan to create a program for Green Teen graduates to work as assistants to the Farmers Market Manager, and effectively learn how to manage the on-site operations of the market. This will create paid job opportunities for 1-3 teens per year.



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3. EXPERIENCE

Sarah Mencher

Cold Spring Farmers' Market Manager (2014-current)

- Manage vendor application & selection process for Indoor & Outdoor seasons
- Seek out new vendors and coordinate product sampling at Board Meetings
- Manage all vendor communication, concerns
- Collect rents and fees (i.e. tabling fees, late fees, etc.)
- Enforce vendor rules
- Manage vendor donations for annual fundraising event
- Assist in growing Market's fundraising efforts through Business Sponsorship program
- Manage relationships with host sites
- Point person for Market customer concerns
- Plan weekly programming for Outdoor Market and programming for Indoor Market
- Plan and execute on-site Market events (i.e. July BBQ & Fall Harvest Celebration)
- Maintain signage around town
- Manage on-site signage (kiosk, chalkboards)
- Manage Social Media postings (avg. 5-10 per week)
- Assist in creating marketing materials (flyers, ads, etc.)
- Collaborate with Business Manager on weekly e-blast and monthly vendor newsletter
- Recruit, schedule, and supervise Market Assistants

Doug Ornstein

Down to Earth Markets (July 2012-January 2015)

Administrative Assistant, Assistant Operations Manager, Admin & Finance Manager

- Responsible for company accounting processes including vendor accounts receivable (A/R), payroll reporting, budget projections and basic analysis
- HR functions including supervising ten part-time market managers, resume/CV reviews and interviewing
- Oversaw structural development and implementation of cloud-based CRM software (SugarCRM); included mapping company's business model and sales flow charts with a focus on leaning the business model
- Managed month-to-month logistical operations of 20 farmers markets through problem solving, market analysis, communicating directives to staff, client relations support, and general office management
- First point of contact in sales pipeline of vendor recruiting for 20 farmers markets in greater NYC region - 100+ active vendors, hundreds of vendor leads evaluated
- Assessed many potential market locations based on basic GIS mapping, census research, data-driven demographic analysis and to pitch new sites to company president

Benjamin Giardullo

Common Ground Farm, Hudson Valley Harvest, & others

Ben is a business leader and consultant for regional food systems. He has played an instrumental role in the successful growth of Hudson Valley Harvest, a distributor of meats and produce for 50+ farms in NY. Additionally, he is a consultant for Hawthorne Valley Farm, Sovereign Cider, and Brooklyn Bouillon, and has recently consulted for The Doe Fund, Field Goods, Good Eggs, More Good, and Continental Organics. He is a founder of the Beacon Food Cooperative, a community buyer's club, and serves as President of the Board of Common Ground Farm. Previously, Ben held pivotal leadership positions in the global expansion of American Apparel, where he was responsible for growing the company's most profitable region to \$80M revenue, leading a team of 750 employees, and developing the company's global operations and inventory systems.



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4. REFERENCES

For Ben Giardullo:

Paul Alward, President of Hudson Valley Harvest.
PAward@hv.harvest.com. (917) 992-8581.

For Sarah Mencher:

John Hedlund, former President, Board of Directors, Cold Spring Farmers' Market.
John.Hedlund@gmail.com. (917) 562-5903.

Doug Ornstein: available upon request

Stephanie Fisher: available upon request



COMMON GROUND FARM

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TWITTER @CCFARM FACEBOOK COMMONGROUNDFAIRM
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5. EXTENSIVE FARM & VENDOR NETWORK

Sarah Mencher

Aaron Burr Cidery
Adair Vineyards
All You Knead
Arlotta Foods
Bread Alone
Breezy Hill Orchard
Bongo & Capacci Ravioli
Bounty Food
Chaseholm Farm Creamery
Chevereaux de la Grange
Common Ground Farm
Continental Organics
Corbett's Cookie Bar Kitchen
Coyote Kitchen LLC
Dashing Star Farms
Dutch Desserts
EB's Golden Harvest
Edgwick Farm
Flour City Pasta
Four Winds Farm
Full Moon Farms
Harper Keehn Knife Sharpening
Hudson River Apiaries
Ironwood Farm
Kastania Olive Oil
Kat's Kitchen
Kontoulis Olive Oil
Krazy for Kazu's Inc.
La Talaye Catering
Liberty Orchards
Lily's Farm
Madura Farms
Maggie Valley Farm
Magic Baking
Noble Pies
North Winds Lavender Farm
Obercreek Farm
Om Champagne Tea
Penny Lick Ice Cream Company
Perry's Pickles
Pied Piper Pies
Pura Vida
R+G Produce
Senza Glutine By Carmela
Shawangunk Growers
Spice Revolution
Stockade Farm and Apothecary
Tas Kafe
Tiny Hearts Flower Farm
Twisted Jeanne's

Warwick Valley Winery and
Distillery
Whipped Cupcakes
Whitecliff Vineyards

Ben Giardullo

Acorn Hill Dairy
Adirondack Grazers
Altobelli Farm
Ardith Mae Cheese
Arrowood Farm
Barb's Butchery
Beacon Bite
Beacon Pantry
Blackhorse Farm
Blackforest Flammkuchen
Blooming Hill Farm
Blue Star Farm
Bread Alone
Bradley Farm
Brooklyn Bouillon
Bulich Mushroom Farm
Campanelli Farms
Common Ground Farm
Conklin Orchards
Continental Organics
Davenport Farms
Drink More Good
Ella's Bellas
Fishkill Farms
Fresh Company
Glynwood
Good Eggs
Greig Farms
Hawthorne Valley Farm
Hearty Roots
Hepworth Farms
Homespun Foods
Hudson Valley Harvest
HV Farm Hub
Jacuterie Meats
Karl Family Farm
Katchkie Farm
Kinderhook Farm
Lewis Waite Farm
Marbled Meatshop
McEnroe Organic Farm
MG Hurd Orchards
Mead Orchards
Migliorelli Farms

Monkshood Nursery
Northwind Farms
Obercreek Farm
Rockland Roots
Rogowski Farms
Roxbury Farms
Salvation Farms
SallyeAnder Soaps
Sir William Farm
Sprout Creek Farm
Stewardship Farms
Sugar Hill Farm
Taliaferro Farms
Tas Kafe Coffee
Taste of NY
The Cookery
The Hop
Thompson Finch Farm
Veritas Farm

Doug Ornstein

Acevedo's Farm
Adirondack Distilling Co.
Alex's Tomato Farm
Alpacatraz, LLC
American Pride Seafood
Anarchy in a Jar
Bearsville Bakers LLC
Bialas Farms
Bombay Em. Chutney
Bread Alone
Breezy Hill Orchard
Brooklyn Bean
Brooklyn Cured
Brooklyn Grange
Brooklyn Oenology
Brookside Farm
Butterstein's LLC
Calcutta Kitchens
ChampagneTea.com
Christiane's Backstube
City Saucery
Coach Farm
Compost
D&J organic Farm
Dagele Brothers Produce
Danascara Cheese
Demi Olive Oil LLC
Dicksons Farmstand Meats
Dr. Pickle



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Drink More Good
e-Desserts, Inc.
Eden Farms Greenhouses
Fishkill Farms
Flourish Baking Company
French Press Cafe Hastings
Full Circle Farm
Gaia's Breath Farm
Gajeski Produce
Garden of Eve Organics
Go-Go Pops
Great Road Farm
Grown in Brooklyn
Honeybrook Farms
Horman's Best Pickles
Hudson River Apiaries
Izzy & Em's
Jersey Farm Produce Inc.
John D Madura Farms
Joseph Fisheries Corp.
Karl Family Farms
Kiernan Farm
Kontoulis Olive Oil
La Newyorkina
La Parisienne Bakery
Ladle of Love
Lani's Farm Inc.
Lavender by the Bay
Made by Molly
Maupston Design Studio
McBaxters

Mead Orchards LLC
Meredith's Country Bakery
Migliorelli Farm
Mom & popsicles
MOMO dressing
Mortgage Apple Cakes
Nana's Home Kitchen
Newgate Farms
North Winds Lavender Farm
Orchards of Concklin
Orwashers Bakery
Our Daily Bread
Ovenly
Penny Lick Ice Cream Co.
Pickle Licious
Pie Corps
Pie Lady & Son
Pika's Farm Table
Pura-Vida Fisheries
Queens Botanical Garden
R & G Produce LLC
Raaka Chocolate
Rabbits' Run Farm
Radicle Farm Company
Raghoo Farms llc
Rexcroft Farm
Robinson & Co Catering
Rockland Farm Alliance
Rockland Roots
Roots to River Farm
Runner and Stone

Samosa Shack
Saratoga Crackers
Shore Soup Project
Simple Eats with Chef T
Sisters Wicked Good Soap
Sohha Savory Yogurt
Stone & Thistle Farm
Suleiman Goods
Taim Faiafel Shack
Taliaferro Farm
The Amazing Real Live Food
Company
The Peanut Principle
Third Day Naturals
Tierra Farm
Trois Pommes Patisserie
Trotta Foods
Tuthilltown Spirits Farm Distillery
Valley Shepherd Creamery
Van Brunt Stillhouse
Little Seed Gardens
Vulto Creamery
Waldingfield Farm
Wave Hill Breads
Woolcrofts Fibre studio
Wright's Farm
Yellow Bell Farm
Yellow Deli/Journey's End Farm



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6. MARKETING PLAN

Short-term:

- Instagram and Facebook: 4-8 posts per week (including mid-week posts and Market Day pictures/posts)
- Weekly e-blast sent mid-week to Farm Market subscribers (what's in season, highlight one vendor each week, programming, seasonal recipes, shout outs to business sponsors)
- Build up Farm Market subscriber list so e-blast is reaching at least 1,000 customers each week
- Weekly posts to Beacon Parents Network when there is children's programming
- Updated signage around town - 5 permanent Farm Market signs and a few new day-of signs (i.e. "Farm Market today! waterfront, 10am to 3pm)
- Simple, clear website with lots of photos, information for both customers and vendors, business sponsor names and links, ability to sign-up for weekly e-blast
- "We support the Beacon Farm Market" window decals for business sponsors
- Monthly flyers at Dia:Beacon, parks, library, post office, retail food establishments and other Main Street businesses advertising what's in season at the Market and programming

Long-term:

- Obtain graphic design assistance (pro bono or discounted cost) to design Farm Market logo and consistent "look"
- Purchase advertising space in area publications (Edible Hudson Valley, Valley Table, Chronogram, Beacon Free Press, etc)
- Lighpost signs on Main Street advertising Farm Market
- Large Main Street banner during Winter season, when people often forget about Farm Market

7. PROPOSED BUDGET & COMPENSATION

Common Ground Farm is proposing an estimated monthly rent to the City of Beacon of \$100-200, based on initial estimates of the current revenues. All other financial transactions with vendors will be managed by CGF. Without knowing the details of the current revenues, the organization seeks to discuss and establish an agreement with the City, following the submission of this proposal.



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8. STATEMENT OF NON-DISCRIMINATION

ALL PROPOSERS MUST AGREE THAT THEY WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT OR PARTICIPATION IN THE FARMERS MARKET BECAUSE OF RACE, CREED, SEX, SEXUAL ORIENTATION, COLOR OR NATIONAL ORIGIN; AND THAT ALL PROPOSERS MUST FURTHER AGREE THAT ALL APPLICANTS FOR EMPLOYMENT AND PARTICIPANTS IN THE FARMERS MARKET WILL BE TREATED WITHOUT DISCRIMINATION BECAUSE OF THEIR RACE, CREED, SEX, SEXUAL ORIENTATION, COLOR OR NATIONAL ORIGIN.

Acknowledgement: 

Proposer: *Common Ground Farm, Inc.*

By: *Benjamin Giardullo, President of Board of Directors*

BRIAN M PALOMINO
Notary Public - State of New York
NO. 01PA6223616
Qualified in Dutchess County
My Commission Expires *6/14/18*

Brian M. Palomino
Notary Public

9. DISCLOSURE STATEMENT

To the best of my knowledge and by all information made available to me, as the President of the Board of Directors of Common Ground Farm, none of our directors or employees have ever been convicted of a criminal offense under the laws of any state or of the United States which involves a violent felony offense, fraud, bribery, perjury, theft, price fixing, proposal rigging, or any offense against public administration as that term is used in Article 195 of the New York Penal Law.

Signed: 

Name: *Benjamin Giardullo*

Title: *President, Common Ground Farm*

Date: *6/29/15*

BRIAN M PALOMINO
Notary Public - State of New York
NO. 01PA6223616
Qualified in Dutchess County
My Commission Expires *6/14/18*

Brian M. Palomino
Notary Public

City of Beacon Farmers Market License Agreement

This Agreement made as of the ____ day of February, 2016, by and between the City of Beacon (the "City"), a New York municipal corporation with offices at 1 Municipal Plaza, Beacon, New York 12508 ("City"), and Common Ground Farm, Inc. ("CGF"), a New York domestic not-for-profit corporation with offices at P.O. Box 443, Beacon, NY 12508.

WHEREAS, this Agreement sets forth the rights and obligations of the parties in connection with the operation of the Farmers Market.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed as follows:

1. Grant of License. The City hereby grants CGF a license ("License") to operate the Farmers Market and its related activities and events within the City of Beacon at the location and times specified below.

2. Term of License. The term ("Term") of this Agreement shall be from March 1, 2016 to December 31, 2016.

3. Location of Market. CGF shall operate the Farmers Market at the Ferry Landing at the City of Beacon Waterfront on Sundays only from 8:00am to 4:00 pm, including setting up and breaking down. At its discretion, the City Administrator may permit the CGF to operate a Farmers Market in the Main Street business area upon such terms and at such location as determined by the City Administrator.

4. Operation of Market. CGF shall promote and advertise the Market. CGF shall operate and manage the Market in accordance with the CGF's Rules and Regulations, subject to any and all Federal, State and local laws having jurisdiction over CGF and the Farmers Market. A copy of the current rules and regulations shall be attached as an Exhibit to this Agreement, and CGF shall provide the City with updated rules and regulations as they are amended from time to time. CGF shall be solely responsible for the coordination and management of farmers, producers, and vendors. All Farmers Market participants (i.e. vendors, farmers, etc.) shall complete an indemnification agreement in favor of the City of Beacon and an application in the form annexed hereto.

5. Additional Activities Permitted. CGF may provide music, and noise shall be kept to a reasonable volume level in consideration of the proximity of other activities at the Waterfront and in accordance with the City's noise ordinance. Cooking demonstrations shall be permitted, provided propane tanks are properly secured and not left open to the public. Wine and beer tasting is permitted by vendors selling wine at Farmers Market where said vendors possess all required licenses. No open consumption of alcoholic beverages is otherwise permitted. CGF may also provide activities of interest to children.

6. Products Sold. CGF shall permit its vendors to sell only those products that are pre-approved by CGF, or its designee.

7. Cancellations. The City reserves the right to suspend this License on any given scheduled market day when snow fall, hurricane, or other severe weather event renders the Licensed Area unsafe or unsuitable for use by the Farmers Market and the City cannot make the Licensed Area safe or suitable in time for use on the scheduled market day. The City shall incur no liability to the Farmers Market, its agents, vendors, invitees or employees, by exercising its right pursuant to this paragraph.

8. License Fee. A fee of \$200.00 per month that the Market is operated, without being pro-rated, shall be paid quarterly.

9. Personnel and Equipment.

(a) A Market Manager, or a designated representative of CGF will be present and supervising the Farmers Market, its vendors and activities during all hours of operation. CGF shall provide all necessary equipment to operate the Farmers Market.

(b) Farmers Market participants shall be required to provide their own means of trash removal and shall not use any City receptacles for disposal of garbage or recyclables generated from their operation at the Farmers Market.

(c) CGF acknowledges and represents that all personal property and equipment used for and in connection with the Farmers Market is owned or leased by CGF or its vendors. CGF shall indemnify and hold the City harmless against any and all claims or causes of action made by any person or entity, arising out of, or resulting from the rights to such personal property or equipment.

10. Within thirty (30) days of this Agreement being signed, CGF shall form a Farmer's Market Committee and provide the City's Recreation Director with the name, phone number and e-mail address of the Committee members.

11. Insurance and Indemnity.

(a) CGF will provide the City with evidence of all necessary insurance, as of the date hereof, which will include, at a minimum, General Liability Insurance in the sum of One Million and 00/100 (\$1,000,000.00) Dollars each occurrence and Two Million and 00/100 (\$2,000,000.00) Dollars annual aggregate. The City shall be named as an Additional Insured on said policies.

(b) If CGF hires any employees during the term of this Agreement, it shall obtain statutorily required Workmen's Compensation Insurance.

(c) CGF and the Market Manager shall indemnify and hold the City harmless against any and all claims or causes of action made by any person, arising out of, or resulting from the

operation of the Farmers Market arising out of any other alleged conduct of the CGF or its vendors in connection with the Farmers Market.

(d) CGF shall cause the Market Manager to provide the City Clerk with (i) the original indemnification agreements obtained from each vendor; and (ii) copies of all certificates of insurance provided by each vendor to CGF.

12. Conduct of CGF. CGF and the Market Manager and their employees and vendors will at all times conduct business in a courteous and hospitable manner during operation of the Farmers Market.

13. Modifications and Notices.

(a) Wherever in this Agreement notices are required to be delivered by one party to the other, then the same shall be in writing by first-class mail or personal delivery and addressed to the City at City Hall at 1 Municipal Plaza, Beacon, New York 12508, and to CGF at the address set forth above. Any modifications to this Agreement are required to be in writing and executed by both parties. This Agreement contains the entire understanding between the parties.

(b) The emergency contacts for CGF are: [INSERT NAME, CELL PHONE NUMBER AND E-MAIL ADDRESS]

14. Agreement Non-assignable. The License granted hereunder and this Agreement, and the obligations and privileges conferred on CGF in this Agreement are not assignable by CGF without the City's prior written consent.

15. Authorities. CGF will secure all necessary permits, licenses and certificates from the appropriate regulatory agencies, including the City and the Dutchess County Department of Health, if any are required, and shall maintain compliance with all local, federal and state laws ("Government Approvals"). CGF will furnish all necessary documentation to the City, upon request, demonstrating compliance by it or its vendors with Government Approvals. CGF will keep accurate records of its enforcement of the Rules and Regulations, and acknowledges the right of the City to review its records for purposes of assuring continued compliance with Government Approvals, the Rules and Regulations, and the terms of this Agreement. All such records shall be made available for review by the City upon the City's request upon reasonable notice.

16. Maintenance. CGF will keep the License Area in a clean and orderly condition at all times and will leave the License Area in broom clean condition and will remove all of its equipment by 4 p.m. of each Sunday during the Term.

17. Breach of Agreement.

(a) In the event that CGF fails to pay any fees due the City under this Agreement or otherwise breaches any of the terms of this Agreement, or if the Licensed Area is needed for a public purpose, then and in said event, and upon five (5) business days written notice to CGF, the City may

terminate this Agreement. The parties acknowledge that this Agreement is not a lease agreement and that the relationship between the parties is not a landlord/tenant relationship. The parties acknowledge that this Agreement is a license agreement between the parties which may be terminated pursuant to the terms herein.

(b) Further, upon such a breach and written notice as specified above, the City may, without further notice, peaceably re-enter the Licensed Area and dispossess CGF and remove its effects and hold the Licensed Area as if this Agreement had not been made. If CGF shall default prior to the commencement of any renewal of this Agreement, the City may cancel and terminate such renewal immediately by written notice.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

COMMON GROUND FARM, INC.

CITY OF BEACON

By: _____

By: _____

ACKNOWLEDGEMENTS

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.:

On the ____ day of _____, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF DUTCHESS) ss.:

On the ____ day of _____, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signatures on the instrument, the individual, and the person upon behalf of which the individual acted, executed the instrument.

Notary Public

**City of Beacon Workshop Agenda
1/25/2016**

Title:

Zoning Board of Appeals Appointment

Subject:

Background:

ATTACHMENTS:

Description
r.lanier application

Type
Application

**City of Beacon Workshop Agenda
1/25/2016**

Title:

Fire Department Location Committee

Subject:

Background:

City of Beacon Workshop Agenda
1/25/2016

Title:

Discussion Regarding Stipulations Applied to the Special Permit at 35 Orchard Place

Subject:

Background:

City of Beacon Workshop Agenda
1/25/2016

Title:

Discussion of Enacting "Ban the Box" Legislation

Subject:

Background:

ATTACHMENTS:

Description

DCHR memo re Ban the Box

Type

Cover Memo/Letter



COUNTY OF DUTCHESS
HUMAN RESOURCES

TO: Appointing Authorities in Dutchess County Civil Divisions
Dutchess County Department Heads

FROM: Steven J. Rector, Commissioner of Human Resources 

DATE: January 15, 2016

RE: Removal of Pre-Employment Screening Questions from Application Process

To advance the County Executive, Marcus Molinaro's efforts to ensure a more open and diverse workforce, Dutchess County will be removing pre-screening questions related to an individual's criminal history and other matters on County employment and examination applications. This practice, which is commonly known as "Ban the Box," promotes fairness and opportunity for all applicants by removing barriers that may impede otherwise qualified individuals from applying for employment. The "Ban the Box" practice does *not* eliminate the process of gathering information about an applicant's criminal history or employment dismissals as this information can be obtained at a later stage in the hiring process.

Effective February 1, 2016, the Dutchess County Department of Human Resources will discontinue use of questions about criminal history or employment dismissals on exam and recruitment application forms. Please see the other side of this page for a list of the questions being eliminated.

Implications for Dutchess County Departments

Dutchess County will remove questions about criminal or employment history from examination and employment applications. Upon a conditional offer of employment to a potential employee, Dutchess County will obtain the applicant's criminal and employment history, fingerprint record report, and any additional background/ history information required for a specific position, or for any position where it is mandated by statute or policy.

Implications for Appointing Authorities

Upon implementation of this change, appointing authorities will be solely responsible for performing pre-employment screening and background checks on applicants according to the policy of their agency. All appointing authorities should re-evaluate hiring policies and procedures to assure compliance with existing regulations and to align with this change in County policy. The County can provide technical assistance with developing application procedures to agencies upon request.

We request you provide questions, comments and feedback about this change prior to February 1, 2016. Communications can be sent to Donna Lehnert, Confidential Administrative Assistant at (845) 486-2183 or dlehner@dutchessny.gov and all correspondence will be reviewed and responded to as appropriate. Pending any issues identified from your feedback, the procedural change will take effect February 1, 2016.

7. Check the appropriate line to the right of each question.

	Yes	No
A. Have you ever been dismissed from work for other than lack of work or funds?	_____	_____
B. Have you ever been convicted of any crime (felony or misdemeanor)?	_____	_____
C. If you served in the Armed Forces of the United States, did you receive a dishonorable discharge?	_____	_____
D. Have you surrendered a professional license or had it revoked?	_____	_____
E. If you answered "Yes" to any of the above, have you filed specifics with this office within the last 4 calendar years?	_____	_____
F. If you answered "Yes" to E above, do you have any new dismissals or convictions that were not reported to us?	_____	_____

**City of Beacon Workshop Agenda
1/25/2016**

Title:

Executive Session - matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation

Subject:

Background: