



## Ulster County 2021 Climate Smart Communities Recertification Documentation

3 POINTS DOCUMENTED

### PE8 Action: Farmer's Markets

**Background:** Ulster County supports the Kingston Farmer's Market by making government property available for outdoor market activities. Starting in 2020, the Kingston Farmer's Market outdoor market has been held at the Ulster County Courthouse parking lot at 285 Wall Street, Kingston.

#### Documentation:

- 2021 temporary conditional permit, Kingston Farmer's Market
- Kingston Farmer's Market website: <https://kingstonfarmersmarket.org/>
- Kingston Farmer's Market newsletter, December 2020



## TEMPORARY CONDITIONAL PERMIT

THIS TEMPORARY CONDITIONAL PERMIT (the "Permit") is issued by the COUNTY OF ULSTER, a municipal corporation and a county of the State of New York, with principal offices at 244 Fair Street, Kingston, New York 12401 (the "County"), to the KINGSTON FARMER'S MARKET FOUNDATION, INC., a not-for-profit corporation with an address of PO Box 3794, Kingston, New York 12402 (the "Permittee").

WHEREAS, the County owns the property located 285 Wall Street, Kingston, New York 12401 (the "Property"); and

WHEREAS, the Permittee has requested the temporary use of the parking lot of the Property (the parking lot is hereinafter referred to as the "Premises") for the purposes of holding a weekly farmer's market (the "Farmer's Market"); and

WHEREAS, the County is willing to grant a temporary conditional permit to the Permittee to use the Premises for a Farmer's Market, under the terms and conditions as set forth in this Permit.

NOW, THEREFORE, the County hereby grants this Permit to the Permittee, subject to the following covenants and conditions.

### ARTICLE 1

#### GRANT OF PERMIT; DESCRIPTION OF PROPERTY

1.1. **GRANT.** The County hereby grants to Permittee, and Permittee hereby accepts from the County, a non-exclusive, non-assignable temporary Permit subject to the covenants, limitations and conditions set forth herein for the sole use and occupancy of the Premises each Saturday commencing March 13, 2021 and terminating on December 31, 2021. If the Permittee fails for any reason to satisfactorily comply with the obligations and conditions hereinafter set forth, such non-compliance shall be deemed in itself sufficient grounds for the revocation of the Permit.

### ARTICLE 2

#### SPECIFIC CONDITIONS

2.1 **CONDITIONS OF EMERGENCY MEDICAL.** On or before March 1, 2021, the Permittee shall submit to the Ulster County Department of Public Works (the "Department") its plan for

providing for the furnishing of all emergency response vehicles, equipment, medical supplies, facilities and personnel.

**2.2 (a) CONDITIONS FOR INSURANCE.** The Permittee shall maintain or cause to be maintained, in full force and effect during the term of this Permit, at its expense, insurance with stated minimum coverage as set forth in Schedule "A" which is attached hereto and is hereby made a part of this Permit. The Permittee shall also adhere to following insurance requirements:

- i. All policies are to be in the broadest form available on usual commercial terms and shall be written by insurers who have been fully informed as to the nature of Farmer's Market to be conducted by the Permittee pursuant to this Permit.
- ii. All insurers shall be of recognized financial standing, satisfactory to the County.
- iii. The County shall be named as an additional insured on all commercial general liability policies with the understanding that any obligations imposed upon the insured (including, without limitation, the obligation to pay premiums) shall be the sole obligation of the Permittee and not those of the County.

**(b) WAIVER OF CLAIMS.** Notwithstanding anything to the contrary in this Permit, the Permittee irrevocably waives all claims against the County for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in Schedule "A" and this Article 2. The provision of insurance by the Permittee shall not in any way limit the Permittee's liability under this Permit.

**(c) INSURANCE CERTIFICATES.** At the time that Permittee executes this Permit, Permittee shall provide the County with certificates of insurance evidencing its compliance with these requirements and those set forth in Schedule "A".

**(d) POLICY REQUIREMENTS.** Each policy of insurance shall contain clauses to the effect that:

- i. Such insurance shall be primary, without right of contribution of any other insurance carried by or on behalf of the County, with respect to its interests; and
- ii. It shall not be cancelled or materially amended without thirty (30) days prior written notice to the County (except in the case of cancellation for non-payment of premium, which requires fifteen (15) days prior written notice), directed to the County's Insurance Department and the County's Commissioner of Public Works.

**2.3 CONDITIONS REGARDING POST PRACTICE SITE CLEANUP.** Unless expressly waived by the Department and or the County, the Permittee shall clean and remove all items it has brought or has caused to be brought to the Premises at the end of each day of use.

### **ARTICLE 3**

#### **INDEMNIFICATION**

The Permittee agrees to defend, indemnify and hold harmless the County, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the activities and/or operations of the Permittee, its employees, representatives, subcontractors, and/or agents. The Permittee agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false, or fraudulent.

### **ARTICLE 4**

#### **FAILURE TO PERFORM**

The County shall not be liable or have any responsibility whatsoever for the cancellation or postponement of any of the Practices, nor shall the County assume any liability or responsibility whatsoever for refunding any expenses in the event that the Permit is suspended or revoked for Permittee's failure to perform or comply with the terms and conditions of this Permit.

### **ARTICLE 5**

#### **INDEPENDENT CONTRACTOR**

The Permittee shall operate as and have the status of an independent contractor and shall not act as or be an agent of the County. As an independent contractor, the Permittee shall be responsible for determining the means and methods of conducting the Farmer's Market as long as they are in conformance with the requirements and provisions of this Permit, and shall have complete charge and responsibility for the Permittee's personnel engaged in the performance of the same.

In accordance with such status as independent contractor, the Permittee covenants and agrees that neither it, nor its employees or agents, shall hold themselves out as, nor claim to be, officers or employees of the County, or of any department, agency or unit thereof, by reason hereof, and that the Permittee's employees or agents shall not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County including, but not limited to, Workers' Compensation coverage, health insurance coverage, Unemployment Insurance benefits, Social Security benefits, or employee retirement membership or credit.

**ARTICLE 6**

**OVERSIGHT BY COMMISSIONER OF PUBLIC WORKS**

**WHENEVER OR WHERE EVER ANY ACTION IS TO BE TAKEN, OR A DETERMINATION TO BE MADE BY THE COUNTY UNDER THIS PERMIT, ALL SUCH ACTION AND/OR DETERMINATION SHALL BE BY THE COUNTY'S COMMISSIONER OF PUBLIC WORKS OR HIS/HER DESIGNEE(S).**

**ACCEPTANCE:**

In Consideration of the granting of the Permit, the undersigned Permittee accepts all of the above terms, conditions and provisions.

**KINGSTON FARMER'S MARKET FOUNDATION, INC.**

By: \_\_\_\_\_

NAME: Laura Crimmins

TITLE: Market Manager, Kingston Farmers Market Foundation

DATE: 3/18/21

**APPROVED:**

**COUNTY OF ULSTER**

By: Tom Jackson\_\_\_\_\_

NAME: Thomas Jackson

TITLE: Commissioner, Department of Public Works

DATE: 3/25/21



**SCHEDULE A****COUNTY OF ULSTER CONTRACT INSURANCE REQUIREMENTS****I. CONDITIONS OF INSURANCE**

Unless otherwise authorized by the Ulster County Insurance Officer, strict adherence to this schedule is required. Any deviation without prior authorization from the County's Insurance Department will result in a delay in the finalization of this Agreement.

The Permittee shall submit copies of any or all required insurance documents as and when requested by the County. Upon policy renewal, the Permittee shall submit updated insurance policy information.

**II. CERTIFICATES OF INSURANCE**

The Permittee shall file with the County's Insurance Department, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

- a. Name and address of Insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on the certificate
- g. Limits of liability for all policies included on the certificate
- h. **"Certificate Holder" for all certificates shall be the County of Ulster, P.O. Box 1800, Kingston, New York 12402-1800.**

If the Permittee's insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the County shall be provided with a new certificate indicating the replacement policy information as requested above. The County requires thirty (30) days prior written notice of cancellation [ten (10) days for non-payment of premium] from the Insurer, its agents or representatives.

**The Permittee agrees to indemnify the County of Ulster for any applicable deductibles and self-insured retentions.**

### **III. WORKERS' COMPENSATION AND DISABILITY INSURANCE**

The Permittee shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to the County's Insurance Department.

If the Permittee is not required to carry such insurance, the Permittee must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. "ACORD" forms are not acceptable proof of WC and/or DB Insurance.

### **IV. WORKERS' COMPENSATION REQUIREMENTS**

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the Permittee) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The Permittee should contact their insurance agent to obtain acceptable proof of WC coverage:

- Form C-105.2 – "Certificate of NYS Workers' Compensation Insurance" or
- Form U-26.3 – "Certificate of Workers' Compensation Insurance" issued by the New York State Insurance Fund or
- Form SI-12 – "Affidavit Certifying that Compensation has Been Secured" issued by the Self-Insurance Office of the Workers' Compensation Board if the Permittee is self-insured or
- Form GSI-105.2 – "Certificate of Participation in Workers' Compensation Group Self-Insurance" issued by the Self-Insurance administrator of the group or
- Form GSI-12 – "Certificate of Group Workers' Compensation Group Self-Insurance" issued by the Self-Insurance Office of the Workers' Compensation Board if the Permittee is self-insured.

If the Permittee is not required to carry WC coverage, it must submit Form CE-200, "Certificate of Attestation of Exemption" from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

### **V. DISABILITY BENEFITS REQUIREMENTS**

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (the Permittee) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The Permittee should contact their insurance agent to obtain acceptable proof of DB Insurance Coverage:

- Form DB-120.1 – “Certificate of Insurance Coverage Under the NYS Disability Benefits Law” or
- Form DB-155 – “Compliance with Disability Benefits Law” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Permittee is self-insured.

If the Permittee is not required to carry DB Insurance coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption” from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

## VI. COMMERCIAL GENERAL LIABILITY INSURANCE

The Permittee shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the County from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the Permittee, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Permittee to maintain such insurance in amounts sufficient to fully protect itself and the County, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability and Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

### Other Conditions of Commercial General Liability Insurance:

- Coverage shall be written on Commercial General Liability form.
- Coverage shall include:
  - Contractual Liability
  - Independent Contractors
  - Products and Completed Operations
- “Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

## VII. UMBRELLA LIABILITY OR EXCESS LIABILITY INSURANCE

Umbrella Liability or Excess Liability Insurance shall be provided by the Permittee in an amount not less



than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS.**

**NOTE:** As long as all minimum underlying limits have been met, insurance limits may be a total combined limit of the Umbrella/Excess Liability limits and the underlying liability insurance limits.

The Umbrella/Excess Liability coverage **MUST** be written on a follow-form (drop down) basis to the underlying insurance coverage with no additional exclusions.

"Additional Insured" status shall be granted to "County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800", shown on the Umbrella policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

### **VIII. AUTOMOBILE LIABILITY INSURANCE**

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the Permittee, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS.**

Coverage shall include:

- a. All owned vehicles
- b. Any hired automobile
- c. Any non-owned automobile
- d. "Additional Insured" status shall be granted to "County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800", shown on the Auto Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

### **IX. PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE, MEDIA LIABILITY, ERRORS & OMISSIONS INSURANCE)**

- [ X ] If this box is checked, Professional Liability Insurance shall be provided by the Permittee in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

### **X. CYBER LIABILITY INSURANCE**

- [ ] If this box is checked, Cyber Liability Insurance shall be provided by the Permittee in an amount not less than **FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS** for each occurrence and in an amount

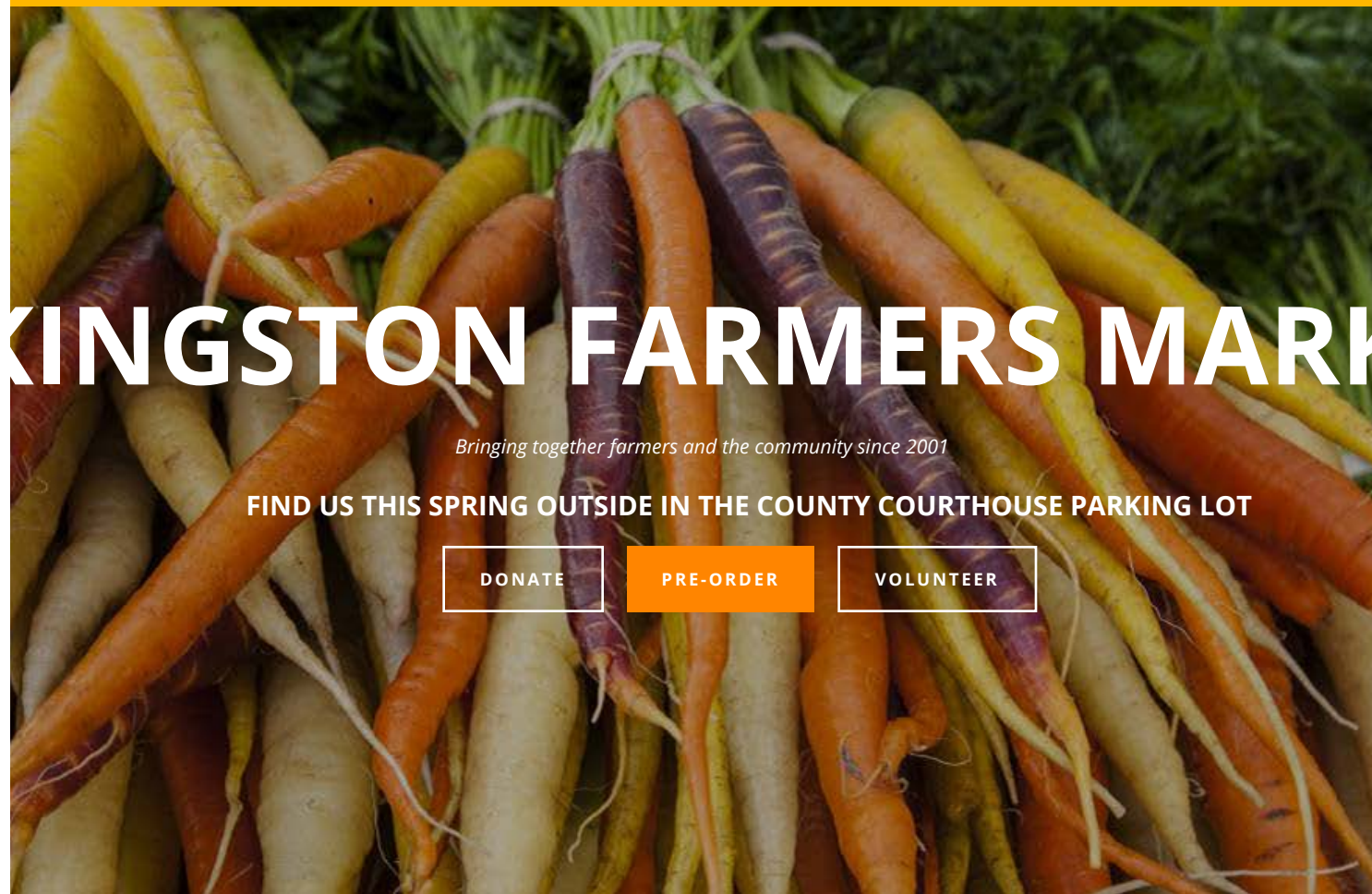
of not less than

**FIVE MILLION AND 00/100 (\$5,000,000.00) DOLLARS** general aggregate. **Copies of policy must be submitted with certificate of insurance.**

**XI. SEXUAL ABUSE & MOLESTATION COVERAGE**

- [ ] If this box is checked, Sexual Abuse & Molestation Coverage shall be provided by the Permittee in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

Winter Market moving back outside in March!  
County Courthouse parking lot, entrance on John St  
10-10:30am reserved for 65+ and immunocompromised  
March 13 & 27, April 10 & 24



# KINGSTON FARMERS MARKET

*Bringing together farmers and the community since 2001*

**FIND US THIS SPRING OUTSIDE IN THE COUNTY COURTHOUSE PARKING LOT**

DONATE

PRE-ORDER

VOLUNTEER

— **We are open and operating for the 2021 Winter season!** —

Farmers Markets are one of the safest ways to shop during the pandemic and we are doing all we can to insure the safety of our customers, vendors, staff and volunteers.

Please see our [COVID SHOPPING GUIDE](#) below for what you can do to help public safety.

[PRE-ORDER](#) with your favorite vendors.

Make sure to wear your mask and stay home if you are sick!

Thank you for shopping with us and supporting your local farms and small businesses!



**WINTER MARKET 2020-21**

WHEN

**EVERY OTHER SATURDAY**

10am – 2pm  
December – April

WHERE

*March & April:* County Courthouse parking lot  
entrance on John St



## OUTDOOR MARKET 2021

WHEN

**EVERY SATURDAY**

9am – 2pm  
May – November

WHERE

County Courthouse parking lot,  
entrances on John St & Wall St

 [VIEW THE VENDORS](#)

 [VIEW THE PARKING MAP](#)

Never miss a market. Subscribe to our weekly email:

 [JOIN EMAIL LIST](#)

## — KFM COVID-19 SHOPPING GUIDE —

HERE'S WHAT YOU CAN DO AS SHOPPERS TO HELP PROTECT PUBLIC SAFETY:

***Wear your mask!***

Maintain a **6' distance between yourself & others.**

**Pre-order with your favorite vendors** and shop as quickly as possible to allow others to enter market.

**Consider shopping solo**, without full household, children or dogs.

**Do not self-serve** products or walk into booths, ask vendors to help you.

**Do not eat or drink while walking around the market.** Find a spot out of the way, on the grass, to stop and have a nosh.



Thoroughly **wash your hands and all produce on returning home**, discard outer bags and cartons.

**Use alcohol-based hand sanitizer** especially before having a sample or a drink at the market. Available from vendors or at KFM Booth in the center of market.

**If you are sick, please stay home!**

Be patient and kind – we're all in this together!



THE KINGSTON FARMERS MARKET STANDS WITH OUR BIPOC COMMUNITY MEMBERS. WE PLEDGE TO WORK TO REMOVE BARRI  
ACCESS TO THE MARKET FOR VENDORS, LEADERSHIP AND CUSTOMERS. WE WORK TO CULTIVATE AN ANTI-RACIST AND ANTI-  
OPPRESSION CULTURE WITHIN THE MARKET COMMUNITY.

— We can't do this without our sponsors —



Hummingbird Sponsors

 [VIEW ALL SPONSORS](#)

 [BECOME A SPONSOR](#)

Every Other Saturday 10am - 2pm  
<http://www.kingstonfarmersmarket.org>

## KINGSTON WINTER FARMER'S MARKET



*Eat fresh, local veggies all Winter long!*

Visit us this **SATURDAY, DEC 5th** in the County Courthouse parking lot in Uptown with entrances on John St & Wall St

**10:00 am - 2:00 pm**

10:00-10:30 am are reserved for 65+ and immunocompromised.

**MASKS ARE REQUIRED, THANK YOU!**

...we are outside this December on the get and get ready to be a **rain or shine market**, so don your rain gear and come out this Saturday to shop with the farms and producers you love, as well as 15 more artisans from [Made in Kingston](#).

We also are highly aware that we are looking at the worst numbers of COVID cases yet so far, so please honor our masking and social distancing regulations and if you are **under 65 and healthy please visit us after 10:30**, reserving the first half hour for those more vulnerable. Thank you!!

If you have a vendor you know you will buy from, **please consider pre-ordering**.

LIST OF VENDORS WITH ORDERING INFO:

<https://kingstonfarmersmarket.org/winter-market/>

And introducing some of our new vendors to join us for the Winter Season --

[Worlding's Pleasure](#) is a family owned and operated maker of gourmet cheeses, spreads, dips and cheesecakes. Handmade, small-batched, using local ingredients. Can't wait to taste those cheesecakes!



And just joining us only outside in December are these two new vendors so catch them now while you can:

[Hudson Valley Treats](#) from Ellenville is seriously dedicated to hyper-local and fresh ingredients in their baking and cooking. Bringing to us their jams, granolas, snacks and tea blends.




---

#### We love our sponsors!

We can't do it without our sponsors.

[Support these local businesses](#)

---

#### KEEP IN TOUCH

 Share this email



 @kingstonfarmersmarket







*[Phoenicia Soap Co.](#) crafts soaps, balms, serums, and lotions infused with plants sustainably grown or wild crafted in the heart of the Catskills.*



---

*Music on the Lawn from 11am-1pm with [DJ Nathan Aguilar](#)*

---

***Made in Kingston Pop-Up Artist and Maker's Market!***

**MAD=**in Kingston



**We are still looking for volunteers for December and beyond!** Help support local farms and businesses, and get a \$10 gift certificate thank you: [sign up to volunteer for Fall Market dates.](#)

Here you can see our **list of vendors** with information on **pre-ordering**: <https://kingstonfarmersmarket.org/winter-market/>

Please check out our [COVID Shopper's Guide](#) for ways that you can help public safety while shopping at the market! **Masks are required** for everyone visiting the market!

Thank you Kingston, enjoy a great Holiday season!

**The market is accepting SNAP/EBT!!**



spend on SNAP eligible products. Stretch your money further!  
See us at the KFM Booth at the market.

[info@kingstonfarmersmarket.org](mailto:info@kingstonfarmersmarket.org)



### Community Compost is collecting at the markets!

Drop your compostable kitchen scraps at the market each week for just \$12 a month. *The first month is on us!* [Click here to check out](#), and use coupon code COMPOST to apply your discount.

**Be well, be safe!**

*The Kingston Farmers' Market*

Copyright © 2020 Kingston Farmers Market, All rights reserved.



## **PE8 Action: Farmers' Markets**

**3 Points**

### **A. Why is this action important?**

Support of local food production is an important piece of building a local green economy. Not only have farmers' markets become increasingly popular among consumers, they support local farmers while reducing the overall environmental footprint of food consumed within a community. Farmers' markets provide a venue in which local farmers can sell their products, connect to consumers, and establish brand recognition for their products sold in other retail venues. Farmers' markets are typically active during the growing and harvesting seasons, but winter farmers' markets have become increasingly popular as well.

### **B. How to implement this action**

If a farmers' market does not already exist in the community, local governments are encouraged to collaborate with local community organizations, such as a chamber of commerce or business improvement district, to form and organize a farmers' market.

### **C. Time frame, project costs, and resource needs**

The time frame to create a local farmers' market depends on the opportunities to collaborate with community-based organizations and the available resources in those organizations to assist in the creation of the market.

### **D. Which local governments implement this action? Which departments within the local government are most likely to have responsibility for this?**

This is applicable to any local government. Farmers need not be from within the same community, but should be within the same region to keep sources as local as possible. Departments likely to be involved with supporting farmers' markets include environment, public works, parks and recreation, agriculture, and health. This initiative can greatly benefit from the support of a local chamber of commerce and local non-profits.

### **E. How to obtain points for this action**

To earn points for this Climate Smart Communities (CSC) action, the local government must run a farmers' market or demonstrate support of the markets through financial support, making local government property available for the market, or offering other operational resources, such as waste management, safety assistance, staffing, etc. Many communities now establish systems to ensure that food stamps are accepted at local farmers' markets to ensure equitable access.

### **F. What to submit**

Provide documentation of operation of at least one farmers' market for a minimum of 10 days per year, and an explanation and documentation of how the local government organized or supported the market(s). The market must have been active within the year prior to the application date.

All CSC action documentation is available for public viewing after an action is approved. Action submittals should not include any information or documents that are not intended to be viewed by the public.

### **G. Links to additional resources or best practices**



- [New York State Department of Agriculture Farmers Market Mini-Grants](#)
- [Farmers Market Federation of New York](#)
- [Farmers Market Coalition](#)
- [Rutgers University Food Innovation Center](#)

#### **H. Recertification requirements**

The recertification requirements are the same as the initial certification requirements.