

REVOCABLE LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of October 23, 2020, by and between:

THE CITY OF PEEKSKILL, a New York municipal corporation with offices at 840 Main Street, City Hall, Peekskill, New York 10566 (“**City**” or “**Licensor**”); and

ECOLOGICAL CITIZEN’S PROJECT, INC., a New York non-profit organization with an address of 69 South Mountain Pass, Garrison, NY 10524 (“**Licensee**”).

WHEREAS, the City is the owner of a parcel of land known as Lepore Park located at 800 Main Street (Section 33.29, Block 7, Lot 1) in the City of Peekskill (“**Lepore Park**”); and

WHEREAS, the Licensee has requested access to a portion of Lepore Park for the purpose of undertaking farming and educational activities in connection with its Regenerative Communities community farmer program; and

WHEREAS, the City has agreed to allow the Licensee access to Lepore Park for the purpose of undertaking such farming and educational activities pursuant to the terms set forth in this Agreement; and

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of License. The City hereby represents that it owns Lepore Park, and that it has duly authorized this License Agreement. Subject and pursuant to the terms and conditions contained within this agreement, the City hereby grants Licensee a revocable license for Licensee and Licensee’s employees, apprentices, volunteers, agents, invited guests, and contractors the license or privilege of entering upon on a portion of Lepore Park which is described in Terms and Conditions attached hereto and on the attached map (the “**Licensed Area**”), and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to perform certain gardening, community programs, and farming work on the Licensed Area as part of the Regenerative Communities community farmer program administered by Licensee.

Section 2. Use of and Access to the Property. Entry to the Property is limited to the use and access necessary to create, plant and maintain an urban garden and farm and associated community programs undertaken by the Regenerative Communities community farmer program administered by the Licensee in the Licensed Area. Licensee shall not engage in any tree clearing activities. Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee shall give Licensor no less than forty-eight (48) hours advance notice of its commencement of work on the Property.

Section 3. Insurance. The Licensee shall not commence or perform work nor operate machinery under this license agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

A. Workers' Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person in an amount not less than \$3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than \$100,000.00 for damage on account of all occurrences. The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License Agreement.

C. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 3 and name Licensor as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 4. Damages. The relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God or hidden defects under the City's or a previous licensee's prior care. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume blame, loss and responsibility of any nature to the extent of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 5. Defense and Indemnity. Except for the amount, if any, of any damage contributed to, caused by, or resulting from the negligent acts or omissions or willful misconduct of the City, Licensee shall defend, indemnify and hold the City harmless against any and all third-party claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Licensed Area. Except for the amount, if any, of any damage contributed to, caused by, or resulting from the negligent acts or omissions or willful misconduct of the Licensee, the City shall defend, indemnify and hold the Licensee harmless against any and all third-party claims,

actions, proceedings, and lawsuits arising in connection with the City's ownership of Lepore Park outside of the Licensed Area.

Section 6. Term of License. The license or privilege hereby given shall commence upon the signing of this licensee agreement and shall expire without further notice to either party to the other at midnight December 31, 2025 subject to Section 8 below. The license may be renewed thereafter by the mutual consent of both parties on such terms and conditions as the parties shall agree at that time. Any renewal of this license agreement shall be at the discretion of the Common Council. The Common Council will evaluate, among other things, whether there has been satisfactory compliance with the terms of this license agreement.

Section 7. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 8. Termination of License. Either party may terminate this license prior to December 31, 2025, without cause, on at least ninety (90) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs unless otherwise agreed in writing, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license. Licensor's written notice of termination for cause will include a list of deficiencies and opportunity for Licensee to cure deficiencies within the thirty (30) day period. If Licensee does not cure deficiencies within the thirty (30) day period, Licensor may terminate the license immediately.

The City may terminate this license agreement when and if in its sole judgment it deems such termination is necessary by operation of law in the City's sole reasonable discretion.

Section 9. Terms and Conditions. Throughout the term of this Agreement, the licensee shall abide by all of the terms and conditions attached hereto and made a part hereof.

Section 10. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Westchester County.

Section 11. Modification of License Agreement. This license agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 12. No Vested Right. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Section 13. Notices. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, or by a nationally-recognized overnight courier, addressed as follows:

ECOLOGICAL CITIZEN'S PROJECT COMMUNITY FARM LICENSE AGREEMENT TERMS AND CONDITIONS

1. The Ecological Citizen's Project ("ECP"), will create, operate and manage the Peekskill Community Farm (the "**Farm**") on a portion of Lepore Park at 800 Main Street as part of their Regenerative Communities Program. The Farm will be open to all community residents for workshops and programming, provide a local source of nutritious, healthy food, provide educational and job opportunities to Peekskill youth, and will create a new community asset that marks Peekskill as a city on the cutting edge of urban sustainability.
2. Site boundaries of the Licensed Area consists of the northwest corner of Lepore Park at 800 Main Street (Section 33.29, Block 7, Lot 1), bounded on the west by the eastern edge of the sidewalk on Hadden Street; on the north by the southern edge of the paved pathway just south of Oakside Elementary School; on the east by the western edge of the paved pathway that bisects the two open fields of Lepore Park; and on the south by the fence adjoining the Lepore Park spray pool, as portrayed on the attached map below.
3. ECP shall obtain City permits and approvals as determined by the Building Inspector and the Superintendent of Public Works prior to commencing any work.
4. Costs for water utility hook-up and usage are the obligation of ECP.
5. The Farm site shall require no electricity.
6. ECP is responsible for locating all existing underground utilities before using a rototiller or other machinery. ECP will call 811 to locate utilities at a minimum and confer with the Department of Public Works before any work is commenced.
7. The City of Peekskill will allow the postage of signage on the licensed property after review and approval by the Building Inspector, which shall not be unreasonably withheld. Such signage must meet all requirements under Chapter 468 of the Peekskill City Code.
8. The Farm will be open to the public daily from dawn to dusk and will be posted on a sign at the Farm entrance.
9. ECP will not use any pollutants, inorganic or synthesized pesticides or inorganic or synthesized chemical fertilizers and will design beds and plantings to eliminate water runoff.
10. Subject to review and approval by the Building Inspector, ECP may erect a tool shed, greenhouse, benches, fences, a battery-powered solar panel and/or a portable toilet. The toilet shall be locked when Farm personnel are not on the property and will be emptied weekly.
11. A fence will be installed along the Hadden Street property boundary, subject to review and approval by the Building Inspector, which shall not be unreasonably withheld. If a gate is installed, it must comply with the American with Disabilities Act ("**ADA**").

12. ECP will maintain the property in a neat and orderly fashion as reasonable for a farm including, but not limited to, mowing and weed-whacking. The garden beds will be mulched and/or cover-cropped in the off-season.
13. Recyclables and garbage shall be kept in proper containers and shall be placed at the curb for weekly pickup in compliance with the City's sanitation pickup schedule and regulations.
14. Except for the initial establishment of the growing beds, no rototiller or other cultivation machinery may be used in Farm operations without written consent from the City.
15. Weeds, garden bed debris and wood chips are permitted on-site for composting in a neat and orderly manner. Food matter or other materials that create obnoxious odors are not permitted.
16. Measures will be taken to minimize Farm-generated traffic and parking demand, such as encouraging walking to the Farm, using public parking lots, and scheduling deliveries to off-site locations. When deliveries such as soil, wood chips, etc. must be made to the Farm, unloading will be scheduled at non-school pick-up and drop-off hours. Use of the curb cut at the Hadden Street crosswalk will be used whenever possible.
17. Approximately 50% of the crop will be made available to Peekskill community members for free or on a sliding scale payment basis and through a volunteer work/share program on a first-come first-served basis; approximately 25% will be made available for sale at the Peekskill Farmers Market to finance youth employment; and approximately 25% will be made available for sale to local restaurants as part of a "Grown in Peekskill" campaign.
18. In good faith, the ECP will strive to coordinate its advertising, social media presence and programming for the Farm with the City and other community organizations.
19. At the termination of this license agreement the site will be decommissioned and restored by ECP to its grassed pre - farm condition with all existing sidewalks and utilities intact and functioning.
20. ECP shall maintain general liability, New York State Unemployment and Disability Insurance, and Workers' Compensation Insurance and shall provide current certificates naming the City of Peekskill as a named-insured.
21. The Farm will be managed by community farmers trained by ECP.
22. ECP will partner with community organizations to hold workshops on farming and related subjects for free or on a sliding scale basis and will offer jobs for local youth.
23. Community program partners that place interns, employees, students, workshop participants, etc. at the Farm will have proper insurance for said purpose and will name ECP and the City as co-insureds as permitted by such insurance coverage.

24. ECP may install drip irrigation and/or above-ground sprinklers and/or sealed catchment barrels. Any installation shall be properly maintained and will avoid tripping hazards.
25. Grass pathways will be planted between beds, and perennials such as berry bushes, herbs and flowers will be planted on the garden perimeter. These grass pathways shall be maintained by ECP.
26. Except pursuant to the City's general maintenance and fiduciary obligations to the public areas adjacent to the Licensed Area, no City funding is provided under this license agreement for the Regenerative Communities Program. Funding for such Program will be obtained through the efforts of ECP including but not limited to private foundations, partnerships, relevant government programs, and other charitable donations.
27. Farm infrastructure installation will begin upon full execution of this license agreement. Food distribution from the Farm will commence in 2021.
28. An annual financial, operational and program report will be submitted by ECP to the City Manager during the term of the license.

ECP Peekskill Community Farm Licensed Area

