

Peekskill Community Farm Proposal

Lepore Park, 800 Main Street



Source: Google Earth

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1. Introduction and Core Goals

The vision for 800 Main street in Peekskill, NY is to take a portion of the land that is open to the public and transform it into something that is productive, welcoming, sustainable, and provides fresh food and opportunities for education to the community. This “community farm” will be managed by community farmers trained by local non-profit the Ecological Citizen’s Project, Inc. (ECP) as well as community members who want to be involved in the growing process. With this model, we will develop one of the largest urban farms in the Hudson Valley, connecting people to where their food comes from, improving local food security by providing community members with access to nutritious food, and sparking passion for growing and a more sustainable lifestyle.

This project will enrich Peekskill’s community by bringing free sustainable and experiential learning of organic growing practices to the community, provide local and nutritious produce to households, create an interactive and beautiful public space, jobs for youth, and promote economic development and tourism. We are dedicated to functioning in a way that is actively anti-racist and creating a safe space for people of any background, race, ethnicity, gender, or sexual orientation. We aim to promote each individual's right to having a purpose and aim to foster this through building community bonds and growing fresh food.

2. Alienation and municipal parkland

Parkland alienation is the process by which a municipality must receive authorization from New York State if it seeks to convey parkland or change its use to a non-park purpose. Based on discussions with Scenic Hudson and a review of the New York State Office of Parks, Recreation and Historic Preservation’s *Handbook on the Alienation and Conversion of Municipal Parkland*¹, the proposed Peekskill Community Farm does not constitute alienation for the following reasons:

a. Non conveyance of property interest

While municipalities are required to follow the alienation process if authorizing a lease for designated parkland -- which conveys a real property interest and exclusivity -- municipalities are allowed to issue revocable license agreements to outside entities for use of parks. This is the approach we took with the City of Newburgh, which approved a license agreement with the Ecological Citizen’s Project (ECP) on June 8, 2020. (Appendix A).

b. Use for park purposes

A park is designated space open to the general public for the enjoyment of nature and other recreational opportunities. Community gardening has generally been recognized as a park purpose, with over 300 community gardens permanently owned and operated by the New York City Department of Parks and Recreation and the Downing Park Urban Farm operated by the non-profit Newburgh Urban Farm and Food Initiative in Newburgh, NY. As discussed, our proposal would create a community farm open to the public on an equitable basis.

¹ Retrieved from: <https://parks.ny.gov/publications/documents/alienationhandbook2017.pdf>

3. Community benefits

a. Jobs for youth

This farming space will provide jobs for local youth ages 16 to 20, which has a multitude of social and economic benefits. We could partner with New Era Creative Space (NECS), Peekskill's Summer Youth Employment Program (SYEP) and other local programs. Youth will learn through an apprenticeship to cultivate and harvest and could sell produce at the Peekskill Farmers Market, keeping a percentage of the profits.

b. Education

We can partner with the Peekskill City School District (PCSD) as a part of NECS's nature connection program. The Peekskill Community Farm would function as an outdoor space with a multitude of educational topics to cover; we can teach sessions on planning a garden, sowing seeds and transplanting, harvesting, water and soil health, composting, food preservation and much more. Additionally, we would like to provide either free or sliding scale paid classes to any interested community members. Having an outdoor growing space at the center of Peekskill's community will allow individuals to deepen their connection with nature and where their food comes from, allowing access to community members with limited transportation.

c. Provide Food for Bohlmann Towers (Provide Food for Low to Middle Income Families/Food Insecure Households)

We would like to set up a system with residents of Bohlmann Towers, just across the street from the proposed location of the Peekskill Community Farm, to provide free, fresh, and nutritious produce to tenants of this building.

d. Community space

This Peekskill Community Farm would be designed in a way that makes it a visual and enjoyable community asset. We would design a farm that encourages people to wander through our growing space, sit and meditate near some flowers, read a book, or play an instrument. We wish to provide accessible, open space for programming and community use.

e. Economic development and tourism

The Peekskill Community Farm would be one of the largest urban farms in the Hudson Valley, marking Peekskill as a city on the cutting edge of urban sustainability. The farm would create a striking, beautiful and living addition to the downtown landscape and cement downtown as a foodie destination, with restaurant menus across Peekskill proudly stating, "Grown in Peekskill." The farm could help draw hundreds of new visitors a year and potentially attract new residents. Around the country, forward-thinking cities and real-estate developers are recognizing that building urban agriculture into community infrastructure catalyzes local economic development and downtown revitalization. Access to local, farm-fresh food is a quality of life amenity that sets new residential development and their communities apart, with innovative examples including Microsoft co-Founder Paul Allen's [recent real-estate projects](#) in Seattle, WA, an [affordable housing development](#) in the Bronx, NY, and a [mixed use development](#) in Somerville, MA.

4. Community partnerships

a. New Era Creative Space

We have already been in discussion with Ridvan Foxhall, founding member of NECS, and plan to partner with their non-profit and utilize the farm as an additional location to hold youth workshops and a way to engage with nature and farming.

b. Peekskill City School District (PCSD)

In November 2019, given that 800 Main Street is adjacent to Oakside Elementary School, we discussed the project with PCSD Superintendent Mauricio and a number of PCSD School Board members. With the qualification that one half of the open lawn area be maintained for outdoor recess, we received support for the proposal as it would enhance educational opportunities. We aim to be an partner in the nature connection after school workshops that have been approved within the Peekskill City School District.

c. The Peekskill Youth Bureau

We would also like to partner with the Peekskill Youth Bureau to engage with their SYEP program as well as sharing our farm space with them for programming.

d. Local Small Businesses

We would like to partner with local businesses wherever appropriate, including by diverting organic wastes from landfills towards making compost for the farm and providing limited produce to local restaurants to promote eating locally and Peekskill's sustainable future.

e. Peekskill National Association for the Advancement of Colored People (NAACP)

We will explore establishing a partnership with the Peekskill NAACP Environmental Justice Committee.

5. Food distribution

The portion of 800 Main Street we wish to turn into the Peekskill Community Farm is approximately 15,000 square feet, which could produce several tons of food annually. This would allow our community farm to provide food consistently to multiple sources and many families. Listed below are the various methods of food distribution that we wish to employ.

a. Peekskill Farmers Market

This would be a part of our initiative to employ youth residents of the City.

b. A free or sliding scale CSA model

As a part of our proposed partnership with the residents of Bohlman Towers and other individuals on a first come, first serve basis, we could provide weekly amounts of fresh produce to be picked up. This would be for free or a sliding scale price in an effort to provide healthy, fresh, and delicious food options to community members.

c. Volunteer Compensation

As a way to get community members involved and invested in our farm space and get to form personal relationships with them, we will have many opportunities to volunteer. People can sign up for specific days and tasks to help in the garden and in turn receive a share of produce.

d. Local Restaurants

We could sell produce to local restaurants, to cement Peekskill as a foodie destination, through a “Grown in Peekskill” campaign appearing across the menus of local restaurants.

6. Farm Operations

The Peekskill Community Farm would be under the direct supervision of one or more community farmers employed by the ECP, working up to thirty hours per week during the growing season. Primary responsibilities of the community farmer would include managing the day-to-day work activities on the farm, establishing community partnerships, providing on-site educational programming, overseeing food distribution, supervising farm youth apprentices and work volunteers, and promoting farm activities on social media. The community farmer will receive administrative and farming support through the ECP’s Regenerator program. Additional elements of the farm management plan will include:

a. Farm Maintenance

The community farmer will be responsible for managing onsite activities like preparing beds for planting, transplanting vegetable starts and sowing seeds, weeding and mulching beds, composting garden debris, regular watering, welcoming visitors, providing educational programming through community partnerships, keeping site well maintained (including mowing and weed whacking), harvesting, and food distribution. The beds would be kept in neat order during the growing season with a diversity of crops growing and be mulched heavily for winter or cover-cropped, leaving it attractive during the non-growing season.

b. Irrigation

Heavy mulching will reduce the need for irrigation. Any necessary irrigation will be done either through installed drip irrigation or above ground sprinklers or by rainwater catchment barrels collecting rain water off of the on-site tool shed.

c. Stormwater impacts

Sustainable farm management practices will ensure little additional impact to the surrounding stormwater system. These will include not using any pollutants, pesticides or chemical fertilizers on the farm, leaving grass pathways between growing beds and planting perennials such as berry bushes, herbs and flowers on the garden perimeter whose extensive root systems work to eliminate runoff, situating growing beds perpendicular to sloping land to prevent rain water channeling, and mulching heavily.

d. Traffic

Lepore Park is in walking distance for many nearby Peekskill residents, so would not require visitor parking. Any employees, volunteers, or non-Peekskill resident visitors with cars would be instructed to park in municipal parking lots like the Nelson Avenue Garage or James Street Garage. Most farm related supplies would be delivered to the community farmer's home address (tools, seeds, etc.), but if something needed to be delivered on site it might temporarily use on-street parking for unloading during non-school drop-off/pick-up hours.

e. Structures

We would require a small tool/supply shed on site to secure tools and equipment. In future years, we would like to explore a small shade gazebo for community use and a small hoop house for starting seedlings. Any structures could be designed to be easily removable.

f. Farm equipment

While we may use a rototiller at the start to establish the growing beds, the farm would use a "no-till" hand tool system which requires no ground tilling machinery in future years. The only regular equipment would be a residential lawnmower and weedwhacker every few weeks to keep grass pathways and fences well-maintained.

g. Future funding

Private foundation and other charitable donations will be necessary in the first few years of the project and ECP/community farmers will be responsible for raising these funds. In future years, we plan to explore the possibility of a community-owned solar development that generates revenues to make the community farm a self-sustaining financial operation.

h. Decommissioning

In the event that the license is terminated or the project is suspended and neither the City of Peekskill nor community partners want to take over the community farm site, the ECP will restore the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license.

7. Budget

Peekskill Community Farm Budget, 2020-2021	
	\$
Revenue	
The Endeavor Foundation, Inc.	\$27,992
Foundations & individual donations	\$19,113
Bohlman Towers/volunteer shares	\$0
Local restaurant sales	\$4,590
Farmers Market sales	\$4,590
Revenue total	\$56,285
Expenses	
<u>Personnel</u>	
ECP Executive Director + Program Director	\$7,307
ECP Regenerator Community Farmer	\$25,836
NECS Program Staff	\$7,000
NECS youth farmers	\$3,000

<i>Personnel total</i>	\$43,143
<u>Farm infrastructure</u>	
Imported compost for beds	\$6,000
Soil amendments	\$250
Water storage, watering supplies	\$1,320
8' Deer Fence	\$850
11' Fence posts	\$462
Hoop houses	\$800
Tools	\$500
Tool shed	\$1,000
Fruit trees and plantings	\$500
Hoses, drip irrigation	\$300
Floating row cover	\$60
Seeds	\$300
Pots, trays	\$250
Harvest materials	\$250
Distribution materials	\$300
<i>Farm infrastructure total</i>	\$13,142
Expenses total	\$56,285

8. Timeline

Upon signing a license agreement with the City of Peekskill, the ECP has secured a grant from the Endeavor Foundation of \$27,992 to commence farm infrastructure installation, to provide farmer salary, and to begin community partner engagement in Fall 2020. Our year one goal is to develop half of the proposed 15,000 square feet into active growing space, with community food distribution to commence in Spring, 2021.

9. Needs from the city

While the ECP would hold the proposed license agreement and be responsible for the operation and maintenance of the Peekskill Community farm, we foresee the following actions required from the City of Peekskill:

- a. Approval of a License Agreement for a portion of 800 Main Street;
- b. Site review to establish the location of underground utility, electricity, or water lines in regards to garden bed installation;

- c. Approval for the installation of a fence around the garden area and guidance on possibility of installing farm accessory structures like a community gathering shelter or toolshed; and
- d. Assistance from the Peekskill Department of Public Works (DPW) to identify water access.

10. Project Team

The **Ecological Citizen's Project (ECP)** works to grow citizen-led campaigns to produce a more just, healthy, democratic and sustainable way-of-life. The ECP has become a recognized leader for civic activism in the Hudson Valley by helping to develop NYS's 2nd CCA, which moved nearly 85,000 residents to 100% NYS renewable energy and lowered electricity emissions by an estimated 97% from previous power sources, developing the the Community Congress model that engaged nearly 3,000 residents in the Town of Philipstown and City of Peekskill in a community-wide voting process to determine community priorities, and launching the Regenerators program to train farmers and help them establish community farms to address growing food insecurity.

New Era Creative Space (NECS) based in Peekskill, NY provides yearlong creative and innovative programs that are inclusive, accessible and promote excellence. NECS strives to inspire social change through creative programming and is committed to the fundamental values of oneness, equality, justice, and service to humanity. NECS believes that education is the key to tapping into the moral and intellectual capacity of each individual. NECS is pleased to be partnering with ECP on the Peekskill Community Farm project as it will serve as an extension of our Nature Connection program and provides our youth with the opportunity to learn about where their food comes from, sustainable living practices, and apprenticeship opportunities.

Appendix A: Farm Operations, visual examples



Growing beds prepped for fall and winter: all weeds and vegetation removed, compost applied to soil, and beds heavily mulched until spring leaving a neat and orderly appearance.



Growing beds in spring: crops planted in growing beds, some plants covered in remay garden cloth (an organic practice to protect from pests without spraying pesticides).



Growing beds in summer: abundant growth of crops like tomatoes, peppers, and squash and grass pathways regularly mown to invite wandering by farm visitors.



It may be unnecessary that deer fencing will be needed at the downtown site location. If it is deemed necessary, this is one concept for attractive garden deer fencing.

Appendix B: Sample License Agreement, City of Peekskill-ECP

(This license agreement is based on the one approved by the City of Newburgh on June 8, 2020 at our other Hudson Valley community farm site).

RESOLUTION NO.: ___ - 2020

OF

, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH THE ECOLOGICAL CITIZEN'S PROJECT, INC.
TO ALLOW USE AND ACCESS TO A PORTION OF 800 Main Street
(SECTION X, BLOCK X, LOT X) FOR THE PEEKSKILL COMMUNITY FARM**

WHEREAS, Ecological Citizen's Project, Inc. is looking to expand its existing Regenerative Communities community farmer program to the east side of Lepore Park (800 Main Street) as a site for cultivation of vegetables, fruits, berries, and other larger plantings through regenerative farming practices and associated community programs; and

WHEREAS, the Regenerative Communities community farmer program will provide affordable, healthy fruits and vegetables to surrounding neighborhood residents and encourage public use and enjoyment of the site; and

WHEREAS, the proposed garden expansion would be located at 800 Main Street, more accurately described as Section X, Block X, Lot X on the official Tax Map of the City of Peekskill, and access to the property requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Peekskill and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Peekskill, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Ecological Citizen's Project, Inc., to allow access to City-owned property known as 800 Main Street (Section X, Block X, Lot X) for the purpose of expanding its farming and educational program.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 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., with an address of 69 South Mountain Pass, Garrison, NY 10524 (“Licensee”).

WHEREAS, the City is the owner of a parcel of land located at 800 Main Street (Section X, Block X, Lot X) in the City of Peekskill; and

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

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

Section 1. Grant of License. The City hereby represents that it owns 800 Main Street, more accurately described as Section X, Block X, Lot X on the official Tax Map of the City of Peekskill, and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee’s employees, apprentices, volunteers, agents, invited guests, and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor’s property located at 800 Main Street, in the City of Peekskill, New York, 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 as part of the Regenerative Communities community farmer program administered by Licensee.

Section 2. Use of and Access to 800 Main Street (“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. 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.

2. Property Damage Insurance in an amount not less than \$50,000.00 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 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. Licensee will not be liable for damages in excess of licensee's insurance coverage per occurrence, except such limitations will not apply to claims based on Licensee's intentional breach of this agreement or willful misconduct.

Section 5. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property under this License Agreement, excepting gross negligence, intentional breach of this agreement or misconduct by the Licensor. .

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.

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, with or without cause, on at least thirty (30) 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. 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, Orange County.

Section 10. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 11. 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.

WITNESSETH:

THE CITY OF Peekskill
LICENSOR

By: _____
Andrew Stewart, City Manager
Per Resolution No.:

ECOLOGICAL CITIZEN'S PROJECT, INC.
LICENSEE

By: _____

Approved as to form:

, Corporation Counsel

, City Comptroller