



CITY OF NEWBURGH  
COUNCIL MEETING AGENDA  
*SESION GENERAL DEL CONSEJAL*

November 28, 2022

7:00 PM

Mayor/Alcaldesa

1. Moment of Silence / Momento de Silencio
2. Pledge of Allegiance / Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes from the City Council meeting of November 14, 2022 / Aprobacion del Acta de la Reunion General del Consejo del 14 de noviembre de 2022
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

6. Certificate of Recognition for City Marshal Russell C. Bevier  
*Certificado de reconocimiento para el alguacil de la ciudad Russell C. Bevier*

7. Embedded Police Social Workers Initiative

The City of Newburgh Police Department is partnering with the Master of Social Work program at Adelphi University, where Master of Social Work Candidates will be assigned to the Department as a field placement

*El Departamento de Policía de la Ciudad de Newburgh se está asociando con el programa de Maestría en Trabajo Social de la Universidad Adelphi, donde los candidatos de Maestría en Trabajo Social serán asignados al Departamento como práctica de campo*

8. Public Hearing - Local Law amending City Code Chapter 183 Article III "Sanitation User Fees; Dumpster Fees"

There will be a public hearing on Monday, November 28, 2022 to receive comments concerning a Local Law amending Article III entitled "Sanitation User Fees; Dumpster User Fees" of Chapter 183 of the City of Newburgh Code of Ordinances

*Habr  una audiencia p blica el lunes 28 de noviembre de 2022 para escuchar comentarios p blicos en relaci n con una ley local que enmienda el art culo III, titulado "Tasas de usuarios de saneamiento; tasas de usuarios de contenedores" del cap tulo 183 del C digo de Ordenanzas de la Ciudad de Newburgh*

Comments from the public regarding agenda and general matters of City Business/Comentarios del p blico con respecto a la agenda y sobre asuntos generales de la Ciudad.

Comments from the Council regarding the agenda and general matters of City Business/Comentarios del Consejo con respecto a la agenda y sobre asuntos generales de la Ciudad

City Manager's Report/ Informe del Gerente de la Ciudad

9. Resolution No. 285 - 2022 - Resolution Certifying Base Percentages, Base Proportions & Adjusted Base Proportions under RPTL Article 9

Resolution to certify the base percentages, current percentages, current base proportions and adjusted base proportions under the Homestead Option of Article 19 of the Real Property Tax Law of the State of New York

*Resoluci n para certificar la base de los porcentajes, los porcentajes actuales, las proporciones de la base actual y las proporciones de la base ajustada bajo la opci n de vivienda del art culo 19 de la Ley de Impuestos sobre Bienes ra ces del Estado de Nueva York*

10. Resolution No. 286 - 2022 - Resolution adopting the FY2023 Budget

Resolution adopting the Budget for the Fiscal Year 2023

*Resoluci n adoptando el Presupuesto para el A o Fiscal 2023*

11. Resolution No. 287 - 2022 - 326 Liberty Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to RipRap LLC to the premises known as 326 Liberty Street (Section 12, Block 1, Lot 14)

*Resoluci n que autoriza la ejecuci n de una liberaci n de cl usulas restrictivas y derecho de reingreso de una escritura emitida a RipRap LLC a las instalaciones conocidas como 326 Liberty Street (Secci n 12, Bloque 1, Lote 14)*

12. Resolution No. 288 - 2022 - Design Services Agreement - Newburgh African-American Burial Ground Memorial

Resolution authorizing the City Manager to execute a design services agreement with Studio HIP Landscape Architecture, PLLC and PUSH Studio,

LLC, for the design of the Newburgh African-American Burial Ground Memorial in Downing Park

*Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de servicios de diseño con Studio HIP Landscape Architecture, PLLC y PUSH Studio, LLC, para el diseño del Memorial del Cementerio Afroamericano de Newburgh en el Parque Downing*

13. Resolution No. 289 - 2022 - Designation of Human Rights Day

Resolution of the City Council designating December 10th as Human Rights Day and December 10-17th as Human Rights Week in the City of Newburgh

*Resolución del Concejo Municipal designando el 10 de diciembre como el Día de los Derechos Humanos y el 10-17 de diciembre como la Semana de los Derechos Humanos en la Ciudad de Newburgh*

14. Resolution No. 290 - 2022 - Resolution to Appoint Commissioners of Deeds for January 1, 2023 through December 31, 2024

A resolution to appoint Commissioners of Deeds for January 1, 2023 through December 31, 2024

*Resolución que nombra Comisionados de Escrituras desde el 1 de enero de 2023 hasta el 31 de diciembre de 2024*

15. Local Law No. G - 2022 - Local Law amending City Charter Article III Municipal Officers

Local Law amending Article III of the Charter of the City of Newburgh entitled "Municipal Officers"

*Ley local enmendando el Artículo III de los Estatutos de la Ciudad de Newburgh titulado "Funcionarios Municipales"*

16. Resolution No. 291 - 2022 - Authorizing the Execution of a Settlement Agreement

A resolution authorizing the City Manager or the Office of the Corporation Counsel to execute a settlement agreement and related documents in connection with the premises located at 223 Third Street (Section 22, Block 2, Lot 10), 225 Third Street (Section 22, Block 2, Lot 9), and 227 Third Street (Section 22, Block 2, Lot 8)

*Resolución que autoriza al Gerente de la Ciudad o a la Oficina del Abogado Municipal a ejecutar un acuerdo de conciliación y documentos relacionados con las instalaciones ubicadas en 223 Third Street (Sección 22, Bloque 2, Lote 10), 225 Third Street (Sección 22, Bloque 2, Lote 9) y 227 Third Street (Sección 22, Bloque 2, Lote 8)*

17. Resolution No. 292 - 2022 - Authorizing a Payment of Claim with Vincent

Visconti and Janine Visconti

A resolution authorizing the City Manager to execute a payment of claim with Vincent Visconti and Janine Visconti in the amount of \$25,000

*Resolución que autoriza al Gerente de la Ciudad a ejecutar un reclamo de pago con Vincent Visconti y Janine Visconti por el monto de \$25,000*

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento:

Adjournment/ Aplazamiento:



RESOLUTION NO.: 284 - 2022

OF

NOVEMBER 14, 2022

RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 28, 2022  
TO HEAR PUBLIC COMMENT CONCERNING "A LOCAL LAW AMENDING  
ARTICLE III, ENTITLED 'SANITATION USER FEES; DUMPSTER USER FEES' OF  
CHAPTER 183 OF THE CITY OF NEWBURGH CODE OF ORDINANCES

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law amending Article III entitled 'Sanitation User Fees; Dumpster User Fees' of Chapter 183 of the City of Newburgh Code of Ordinances"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 28th day of November, 2022.

I, Lorene Vitek, City Clerk of the City of Newburgh,  
hereby certify that I have compared the foregoing with the  
original resolution adopted by the Council of the City of  
Newburgh at a regular meeting held Nov 14, 2022  
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of  
Newburgh this 14 day of Nov, 2022

\_\_\_\_\_  
City Clerk

LOCAL LAW NO.: \_\_\_\_\_ - 2022

OF

\_\_\_\_\_, 2022

**A LOCAL LAW AMENDING ARTICLE III, ENTITLED “SANITATION USER FEES;  
DUMPSTER USER FEES” OF CHAPTER 183 OF THE  
CITY OF NEWBURGH CODE OF ORDINANCES**

**BE IT ENACTED**, by the Council of the City of Newburgh, New York that Article III of Chapter 183 of the City of Newburgh Code of Ordinances entitled “Sanitation User Fees, Dumpster User Fees” be and is hereby enacted as follows:

**SECTION 1 - TITLE**

This Local Law shall be referred to as “A Local Law amending Article III entitled ‘Sanitation User Fees, Dumpster User Fees’ of Chapter 183 of the City of Newburgh Code of Ordinances”.

**SECTION 2 - AMENDMENT**

The Article III of Chapter 183 of the Code of Ordinances of the City of Newburgh entitled “Sanitation User Fees; Dumpster User Fees” hereby is amended to read as follows:

**Article III. Sanitation User Fees; Dumpster User Fees**

**§ 183-24 Definitions.**

As used herein, the following terms shall have the meanings indicated:

**COMMERCIAL PROPERTY**

Any commercial building or portion thereof containing 5,000 square feet or more, devoted in whole or in part to nonresidential purposes. This term shall include, but not be limited to, clubs, retail stores, offices, restaurants, banks, recreational facilities and enterprises involving the sale of goods or services at retail to the general public conducted for profit or not-for-profit, but not including industrial properties.

**DWELLING UNIT**

One or more rooms with provisions for living, sanitary and sleeping facilities arranged for the use of one family.

Underlining denotes additions

~~Strikethrough~~ denote deletions

## INDUSTRIAL PROPERTY

Any premises or portion thereof devoted to the manufacture, compounding, processing or treatment of goods or to the storage and shipping of goods which do not involve the sale of goods or services at retail to the general public.

## OWNER

The person or entity to whom a piece of real property is assessed on the current assessment roll of the City.

## RESIDENTIAL PROPERTY

A building or structure containing one or more dwelling units which are intended to serve as permanent places of abode and not transient or emergency accommodations. The term "residential property" shall not include hotels, motels, boarding or rooming houses, hospitals, clubs, schools or dormitories.

## SMALL COMMERCIAL PROPERTY

Any commercial building or portion thereof containing less than 5,000 square feet ~~or less~~, devoted in whole or in part to nonresidential purposes. This term shall include, but not be limited to, clubs, retail stores, offices, restaurants, banks, recreational facilities and enterprises involving the sale of goods or services at retail to the general public conducted for profit or not-for-profit, but not including industrial properties.

§ 183-25 User fees to be charged for garbage collection.

A. Small commercial properties. The owner of each small commercial property within the City of Newburgh where commercial wastes are removed by the City shall be charged for the removal of commercial wastes generated by such properties at a rate of one commercial stop fee plus two dwelling unit fees per month.

B. Residential properties. The owner of each property within the City of Newburgh in the residential classification where wastes are removed by the City shall be charged per month for the removal of such waste at the rate of one residential stop fee plus one dwelling unit fee for each dwelling unit in the residential building. The number of dwelling units to be charged fees with regard to any property shall be determined by the number of dwelling units indicated on the certificate of occupancy for said property. A property containing rooming and boarding units shall be charged one dwelling unit fee for each rooming or boarding unit as indicated upon such property's certificate of occupancy.

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~~Strikethrough~~ denote deletions

C. Commercial properties. The owner of each commercial property within the City of Newburgh where wastes are removed by the City shall be charged for the removal of such wastes at the rate of one commercial stop fee plus four dwelling unit fees for each month.

D. Fees defined and set.

(1) Commercial Stop fee. A commercial stop fee is the fee for the garbage truck making a stop in front of a commercial or small commercial property as defined in Section 184-24. The commercial stop fee shall be computed as set forth in Chapter 163, Fees, of this Code.

(2) Residential Stop fee. A residential stop fee is the fee for the garbage truck making a stop in front of a residential property as defined in Section 184-24.

(3) Dwelling unit fee. A dwelling unit fee is the fee charged for collection of garbage from one dwelling unit for a period of one month. The dwelling unit fee shall be computed as set forth in Chapter 163, Fees, of this Code.

~~(4.3)~~ The Council shall adjust the above rates from time to time so that the amount charged shall be sufficient to fund the operating costs of garbage collection services together with an appropriate proportional share of such capital improvements, principal and interest payments on bonds that may be issued to finance such garbage collection operations, and such other related expenses as the Council may deem necessary to fund collection operations, all under the Sanitation Fund.

E. Bills for sanitation user fees. Bills for sanitation user fees shall be prepared and sent to each owner on a quarter-annual basis, starting on August 1, 1991, in the same manner as water and sewer charges are now billed and distributed, except that sanitation user fees shall be billed and paid during the first month of the calendar quarter in which sanitation removal services are performed, in the months of January, April, July and October. Bills for user fees shall be payable within the same time limits as may be prescribed in the Charter for the payment of water bills.

§ 183-26 Overdue and unpaid sanitation user fees to become liens; collection; interest and penalties; enforcement.

A. The amounts charged as sanitation user fees shall become liens against the real property to which they relate at the time rendered and in the same manner as water rents become liens and shall be collectible against such real property as provided by law.

B. Overdue and unpaid sanitation user fees shall be subject to the same interest, penalties and fees as provided for the collection of water rents and, in all respects, like proceedings shall be had by the City Collector as are or may be provided by law for the collection of water rents if they remain unpaid. The City Collector shall report to the Council all user fees imposed after January 1, 1993, with the interest and penalties thereon, which remain unpaid as of 30 days prior to the last date

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prescribed by law for the annexation of tax warrant to the assessment roll, together with a brief description of the property for which said sanitation services were provided and the name and address of the person or corporation liable to pay such amount. The Council shall then, no later than its regular meeting on the fourth Monday in November of each year, levy all amounts remaining unpaid on the date taxes are levied against the real property for which or in connection with which such sanitation service was provided.

C. The amount so charged as a sanitation user fee and all interest, fees and penalties thereon shall be a lien on the real property on which the charges accrued and shall be collected and enforced as provided by law.

D. In case the City Collector shall return any sanitation user fees uncollected, the City Manager may cut off sanitation service to the property charged until such sanitation user fees and all interest, penalties and fees are fully paid.

#### § 183-27 Application for reduction or elimination of service charge.

A. Any person applying to the Superintendent for a reduction or elimination in the service charge imposed on his property by §183-25 of the Code of Ordinances shall do so on an application form to be provided by the Superintendent, which form shall be signed and notarized by the property owner. Upon receipt of such a request, the Superintendent shall investigate the facts of the application and offer the applicant an informal hearing as to why the application should be granted and shall make a written determination granting or denying the application. The Superintendent's determination shall be final.

B. The only grounds for reduction or elimination of such service charge are as follows:

(1) That a mistake was made on the part of the City in classifying the property.

(2) A senior citizen tax exemption shall have been granted pursuant to Chapter 270, Article II, of the Code of Ordinances in regard to the property, in which case a percentage reduction in the service charge shall be granted equal to the percentage exemption of assessed valuation granted by said article for the same property.

C. Residential property with an adjoining vacant lot, owned by the same entity, shall be charged only one stop fee per month, including both parcels. The property owner must request this exemption or the billing shall reflect a separate stop fee.

D. Reductions in the amount of the user charge applying to any particular property shall be for the current billing period only. Applications for reduction must be made for each and every quarter that the unit remains unoccupied. Applications shall only be accepted for a period of 20 days after the billing date indicated on the sanitation bill. Incomplete applications will not be considered.

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§ 183-28 Dumpster user fees.

- A. The owners of all properties where dumpsters are serviced by the City, within the City of Newburgh, shall be charged for the removal of wastes generated by such properties at a rate as set forth in Chapter 163, Fees, of this Code. A dumpster is defined as having a volume not exceeding two cubic yards. Dumpsters exceeding two cubic yards will not be serviced by the City.
- B. The above charges shall be made on all properties where collection of dumpster wastes by the City has been requested. The owner of each such property must file an application or a dumpster permit for such property.
- C. The charges imposed by this local law shall be billed to each owner on a monthly basis. No refunds or proration shall be made for rendering of only a partial month's services. No change in charge or service shall become effective other than as of the first day of a month.
- D. The Council shall adjust the above rates from time to time so that the amount charged shall be sufficient to fund the operating costs of garbage collection services, together with an appropriate proportional share of such capital improvements, principal and interest payments on bonds that may be issued to finance such garbage collection operations, and such other related expenses as the Council may deem necessary to fund collection operations, all under the Sanitation Fund.

§ 183-29 Overdue and unpaid dumpster user fees to become liens; collection and enforcement.

- A. Overdue and unpaid dumpster user fees shall become liens against the real property to which they relate at the same time and in the same manner as uncollected water rents become liens and shall be collectible against such real property in the same manner as is or may be prescribed by law for the collection of taxes for the City of Newburgh for City purposes. Like notices shall be given by the City Collector.
- B. Interest, penalties and fees shall be the same as for the collection of water rents, and, in all respects, like proceedings shall be had by the City Collector as is or may be provided by law for the collection of water rents.
- C. The amount so charged shall be collected and enforced in the same manner and in the same time as may be provided by law for the collection and enforcement of City taxes and such service charges, interest and penalties thereon shall be a lien on the real property on which the charges accrued.

§ 183-30 Duties of property owner to report changes in occupancy.

Any person being the owner of residential property within the City shall have an affirmative duty to report to the Division of Sanitation, on a form to be provided by the Superintendent, by change in

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occupancy of that property which would have the effect of increasing the sanitation service charge. Such increases in the amount of the user charge shall become effective immediately, and any portion of a month shall constitute a full month.

#### § 183-31 Penalties for offenses.

Any person making a false statement on any application made pursuant to this article, on any report made, or any violation of this article shall be guilty of a violation and, upon conviction, shall be subject to a fine not to exceed \$500 or imprisonment not to exceed 15 days, or both such fine and imprisonment.

### **SECTION 3 - SEVERABILITY**

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

### **SECTION 4 - CODIFICATION**

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Charter of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Charter", "Article", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the City Charter affected thereby.

### **SECTION 5 - VALIDITY**

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

### **SECTION 6 - EFFECTIVE DATE**

This Local Law and shall be effective immediately after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

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RESOLUTION NO.: \_\_\_\_\_-2022

OF

NOVEMBER 28, 2022

**A RESOLUTION TO CERTIFY THE BASE PERCENTAGES, CURRENT  
PERCENTAGES, CURRENT BASE PROPORTIONS AND  
ADJUSTED BASE PROPORTIONS UNDER THE HOMESTEAD  
OPTION OF ARTICLE 19 OF THE REAL PROPERTY TAX LAW OF  
THE STATE OF NEW YORK**

**BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that this Council does hereby certify the base percentages, current percentages, current base proportions and the adjusted base proportions as set forth on the annexed certificates, pursuant to Article 19 of the Real Property Tax Law of the State of New York.



|                                                                                                                                                                         |                                                                                              |                          |               |                 |                                                                                                                                                                                                                                                                                                              |                 |                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|--------------------------|---------------|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------|
| RP-6701                                                                                                                                                                 | NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES<br>16 SHERIDAN AVENUE, ALBANY, NY 12210-2714 |                          |               |                 |                                                                                                                                                                                                                                                                                                              | 11/21/22        |                 |
| CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND<br>CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE<br>LEVY OF TAXES ON THE 2022 ASSESSMENT ROLL |                                                                                              |                          |               |                 |                                                                                                                                                                                                                                                                                                              |                 |                 |
| Approved Assessing Unit                                                                                                                                                 |                                                                                              | City of Newburgh, 331100 |               | CERTIFICATION   |                                                                                                                                                                                                                                                                                                              |                 |                 |
| Name of Portion                                                                                                                                                         |                                                                                              | City of Newburgh, 331100 |               |                 |                                                                                                                                                                                                                                                                                                              |                 |                 |
| DETERMINATION OF BASE PERCENTAGES                                                                                                                                       |                                                                                              |                          |               |                 |                                                                                                                                                                                                                                                                                                              |                 |                 |
| Section I                                                                                                                                                               | (A)                                                                                          | (B)                      | (C)           | (D)             |                                                                                                                                                                                                                                                                                                              |                 |                 |
|                                                                                                                                                                         | 1991                                                                                         | 1991                     | Estimated     | Base            |                                                                                                                                                                                                                                                                                                              |                 |                 |
|                                                                                                                                                                         | Taxable                                                                                      | Class                    | Market        | Percentages     |                                                                                                                                                                                                                                                                                                              |                 |                 |
|                                                                                                                                                                         | Assessed Value                                                                               | Equalization Rate        | Value         |                 |                                                                                                                                                                                                                                                                                                              |                 |                 |
| Class                                                                                                                                                                   |                                                                                              |                          | A/(B/100)     | (C/sum of C)    |                                                                                                                                                                                                                                                                                                              |                 |                 |
| Homestead                                                                                                                                                               | 179,193,709                                                                                  | 41.24                    | 434,514,328   | 64.7177         |                                                                                                                                                                                                                                                                                                              |                 |                 |
| Nonhomestead                                                                                                                                                            | 111,241,235                                                                                  | 46.96                    | 236,885,083   | 35.2823         |                                                                                                                                                                                                                                                                                                              |                 |                 |
| Total                                                                                                                                                                   | 290,434,944                                                                                  |                          | 671,399,411   | 100.0000        |                                                                                                                                                                                                                                                                                                              |                 |                 |
| DETERMINATION OF CURRENT PERCENTAGES                                                                                                                                    |                                                                                              |                          |               |                 |                                                                                                                                                                                                                                                                                                              |                 |                 |
| Section II                                                                                                                                                              | (E)                                                                                          | (F)                      | (G)           | (H)             |                                                                                                                                                                                                                                                                                                              |                 |                 |
|                                                                                                                                                                         | Prior Year                                                                                   | Prior Year               | Estimated     | Current         |                                                                                                                                                                                                                                                                                                              |                 |                 |
|                                                                                                                                                                         | Taxable                                                                                      | Class                    | Market        | Percentages     |                                                                                                                                                                                                                                                                                                              |                 |                 |
|                                                                                                                                                                         | Assessed Value                                                                               | Equalization Rate        | Value         |                 |                                                                                                                                                                                                                                                                                                              |                 |                 |
| Class                                                                                                                                                                   | (Inc. Spec. Fran.)                                                                           |                          | E/(F/100)     | (G/sum of G)    | I, the clerk of the legislative body of the approved<br>assessing unit identified above, hereby certify<br>that the legislative body determined on<br>base percentages, current percentages, and<br>current base proportions as set forth herein for the<br>assessment roll and portion as identified above. |                 |                 |
| Homestead                                                                                                                                                               | 802,538,961                                                                                  | 100                      | 802,538,961   | 61.89702        |                                                                                                                                                                                                                                                                                                              |                 |                 |
| Nonhomestead                                                                                                                                                            | 494,032,371                                                                                  | 100                      | 494,032,371   | 38.10298        |                                                                                                                                                                                                                                                                                                              |                 |                 |
| Total                                                                                                                                                                   | 1,296,571,332                                                                                |                          | 1,296,571,332 | 100.00000       |                                                                                                                                                                                                                                                                                                              |                 |                 |
| DETERMINATION OF CURRENT BASE PROPORTIONS                                                                                                                               |                                                                                              |                          |               |                 |                                                                                                                                                                                                                                                                                                              |                 |                 |
| Section III                                                                                                                                                             | (I)                                                                                          | (J)                      | (K)           | (L)             | (M)                                                                                                                                                                                                                                                                                                          | (N)             | (O)             |
|                                                                                                                                                                         | Local Base                                                                                   | Updated                  | Prospective   | Adjusted        | % difference                                                                                                                                                                                                                                                                                                 | Maximum         | Current         |
|                                                                                                                                                                         | Proportion                                                                                   | Local Base               | Current Base  | Base Proportion | between prior                                                                                                                                                                                                                                                                                                | Current         | Base Proportion |
|                                                                                                                                                                         | for the                                                                                      | Proportion               | Proportion    | used for        | Adjusted                                                                                                                                                                                                                                                                                                     | Base Proportion |                 |
|                                                                                                                                                                         | 1992                                                                                         |                          | Part (J)      | Prior Tax Levy  | Base Proportion                                                                                                                                                                                                                                                                                              |                 |                 |
|                                                                                                                                                                         | Assessment Roll                                                                              |                          | Prorated      |                 | and Prospective                                                                                                                                                                                                                                                                                              |                 |                 |
|                                                                                                                                                                         |                                                                                              |                          | to 100.00     |                 | Current                                                                                                                                                                                                                                                                                                      |                 |                 |
| Class                                                                                                                                                                   |                                                                                              | I*(H/D)                  | (J/sum of J)  |                 | Base Proportion                                                                                                                                                                                                                                                                                              |                 |                 |
|                                                                                                                                                                         |                                                                                              |                          |               |                 | ((K/L)-1*100)                                                                                                                                                                                                                                                                                                | (L*1.05)        |                 |
| Homestead                                                                                                                                                               | 57.00000                                                                                     | 54.51568                 | 54.00085      | 52.6543         | 2.56                                                                                                                                                                                                                                                                                                         |                 | 54.00085        |
| Nonhomestead                                                                                                                                                            | 43.00000                                                                                     | 46.43770                 | 45.99915      | 47.3457         | -2.84                                                                                                                                                                                                                                                                                                        |                 | 45.99915        |
| Total                                                                                                                                                                   | 100.00000                                                                                    | 100.95338                | 100.00000     | 100.00000       |                                                                                                                                                                                                                                                                                                              |                 | 100.00000       |
|                                                                                                                                                                         |                                                                                              |                          |               |                 | signature                                                                                                                                                                                                                                                                                                    |                 |                 |
|                                                                                                                                                                         |                                                                                              |                          |               |                 | title                                                                                                                                                                                                                                                                                                        |                 |                 |
|                                                                                                                                                                         |                                                                                              |                          |               |                 | date                                                                                                                                                                                                                                                                                                         |                 |                 |

I, the clerk of the legislative body of the approved  
assessing unit identified above, hereby certify  
that the legislative body determined on \_\_\_\_\_  
base percentages, current percentages, and  
current base proportions as set forth herein for the  
assessment roll and portion as identified above.

|                                                                                                                                                                      |                                                                                              |                                                                                                                    |                                                                                                                    |                                                                                                                    |                                                                  |                                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| RP-6703                                                                                                                                                              | NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES<br>16 SHERIDAN AVENUE, ALBANY, NY 12210-2714 |                                                                                                                    |                                                                                                                    |                                                                                                                    |                                                                  | 11/21/22                                                                                                                                                                                                                                                                                                           |
| CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL<br>FOR THE 2022 ASSESSMENT ROLL                                                                |                                                                                              |                                                                                                                    |                                                                                                                    |                                                                                                                    |                                                                  |                                                                                                                                                                                                                                                                                                                    |
| Approved Assessing Unit                                                                                                                                              |                                                                                              | City of Newburgh, 331100                                                                                           |                                                                                                                    |                                                                                                                    |                                                                  | CERTIFICATION                                                                                                                                                                                                                                                                                                      |
| Name of Portion                                                                                                                                                      |                                                                                              | City of Newburgh, 331100                                                                                           |                                                                                                                    |                                                                                                                    |                                                                  |                                                                                                                                                                                                                                                                                                                    |
| Reference Roll                                                                                                                                                       |                                                                                              | 2021                                                                                                               |                                                                                                                    |                                                                                                                    |                                                                  |                                                                                                                                                                                                                                                                                                                    |
| Levy Roll                                                                                                                                                            |                                                                                              | 2022                                                                                                               |                                                                                                                    |                                                                                                                    |                                                                  |                                                                                                                                                                                                                                                                                                                    |
| DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUANTIFICATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR |                                                                                              |                                                                                                                    |                                                                                                                    |                                                                                                                    |                                                                  |                                                                                                                                                                                                                                                                                                                    |
| Section I                                                                                                                                                            | (A)                                                                                          | (B)                                                                                                                | (C)                                                                                                                | (D)                                                                                                                | (E)                                                              |                                                                                                                                                                                                                                                                                                                    |
|                                                                                                                                                                      | Total<br>Assessed Value<br>on the<br>Reference Roll<br>Excluding<br>roll section 5           | Total<br>Assessed Value<br>of Physical and<br>Quantity Increases<br>between the<br>Reference Roll<br>and Levy Roll | Total<br>Assessed Value<br>of Physical and<br>Quantity Decreases<br>between the<br>Reference Roll<br>and Levy Roll | Net<br>Assessed Value<br>of<br>Physical<br>and<br>Quantity Changes                                                 | Surviving<br>Total<br>Assessed Value<br>on the<br>Reference Roll |                                                                                                                                                                                                                                                                                                                    |
| Class                                                                                                                                                                |                                                                                              |                                                                                                                    |                                                                                                                    | (B-C)                                                                                                              | (A-C)                                                            |                                                                                                                                                                                                                                                                                                                    |
| Homestead                                                                                                                                                            | 834,770,953                                                                                  | 17,275,300                                                                                                         | 430,700                                                                                                            | 16,844,600                                                                                                         | 834,340,253                                                      |                                                                                                                                                                                                                                                                                                                    |
| Nonhomestead                                                                                                                                                         | 438,648,947                                                                                  | 9,776,400                                                                                                          | 3,601,000                                                                                                          | 6,175,400                                                                                                          | 435,047,947                                                      |                                                                                                                                                                                                                                                                                                                    |
| Class                                                                                                                                                                |                                                                                              | (F)                                                                                                                | (G)                                                                                                                | (H)                                                                                                                | (I)                                                              |                                                                                                                                                                                                                                                                                                                    |
|                                                                                                                                                                      |                                                                                              | Total<br>Assessed Value<br>of Equalization<br>Increases<br>between the<br>Reference Roll<br>and Levy Roll          | Total<br>Assessed Value<br>of Equalization<br>Decreases<br>between the<br>Reference Roll                           | Net<br>Equalization<br>Changes                                                                                     | Change<br>in Level of<br>Assessment<br>Factor                    | I, the clerk of the legislative body of the approved<br>assessing unit identified above, hereby certify<br>that the legislative body determined on _____<br>base percentages, current percentages, and<br>current base proportions as set forth herein for the<br>assessment roll and portion as identified above. |
| Class                                                                                                                                                                |                                                                                              |                                                                                                                    |                                                                                                                    | (F-G)                                                                                                              | (H/E)+1                                                          |                                                                                                                                                                                                                                                                                                                    |
| Homestead                                                                                                                                                            |                                                                                              | 166,231,170                                                                                                        | 1,955,447                                                                                                          | 164,275,723                                                                                                        | 1.19689                                                          | 0.9336                                                                                                                                                                                                                                                                                                             |
| Nonhomestead                                                                                                                                                         |                                                                                              | 2,625,577                                                                                                          | 938,824                                                                                                            | 1,686,753                                                                                                          | 1.00388                                                          | 1.0005                                                                                                                                                                                                                                                                                                             |
| COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR                                                                                                                       |                                                                                              |                                                                                                                    |                                                                                                                    |                                                                                                                    |                                                                  |                                                                                                                                                                                                                                                                                                                    |
| Section II                                                                                                                                                           | (J)                                                                                          | (K)                                                                                                                | (L)                                                                                                                | (M)                                                                                                                | (N)                                                              | (O)                                                                                                                                                                                                                                                                                                                |
|                                                                                                                                                                      | Taxable<br>Assessed Value<br>on the<br>Levy Roll<br>Excluding<br>roll section5               | Taxable<br>Assessed Value<br>on the<br>Levy Roll<br>at the<br>Reference Roll<br>Level of Assessment<br>(J/I)       | Assessed Value of<br>Special Franchise<br>on the<br>Levy Roll<br>at the<br>Reference Roll<br>Level of Assmnt       | Total Taxable<br>Assessed Value<br>on the<br>Levy Roll<br>at the<br>Reference Roll<br>Level of Assessment<br>(K+L) | Taxable<br>Assessed Value<br>on the<br>Reference Roll            | Class<br>Adjustment<br>Factor                                                                                                                                                                                                                                                                                      |
| Class                                                                                                                                                                |                                                                                              |                                                                                                                    |                                                                                                                    |                                                                                                                    |                                                                  | (M/N)                                                                                                                                                                                                                                                                                                              |
| Homestead                                                                                                                                                            | 978,130,451                                                                                  | 817,224,667                                                                                                        | 0                                                                                                                  | 817,224,667                                                                                                        | 802,538,961                                                      | 1.01830 0.9491                                                                                                                                                                                                                                                                                                     |
| Nonhomestead                                                                                                                                                         | 433,841,512                                                                                  | 432,165,933                                                                                                        | 76,531,038                                                                                                         | 508,696,971                                                                                                        | 494,032,371                                                      | 1.02968 0.9988                                                                                                                                                                                                                                                                                                     |
| COMPUTATION OF ADJUSTED BASE PROPORTIONS                                                                                                                             |                                                                                              |                                                                                                                    |                                                                                                                    |                                                                                                                    |                                                                  |                                                                                                                                                                                                                                                                                                                    |
| Section III                                                                                                                                                          | (P)                                                                                          | (Q)                                                                                                                | (R)                                                                                                                |                                                                                                                    |                                                                  |                                                                                                                                                                                                                                                                                                                    |
|                                                                                                                                                                      | Current<br>Base<br>Proportions                                                               | Current<br>Base<br>Proportions<br>adjusted for<br>Physical and<br>Quantity Changes<br>(P*Q)                        | Adjusted<br>Base<br>Proportions                                                                                    |                                                                                                                    |                                                                  |                                                                                                                                                                                                                                                                                                                    |
| Class                                                                                                                                                                |                                                                                              |                                                                                                                    |                                                                                                                    | (Q/sum of Q)                                                                                                       |                                                                  |                                                                                                                                                                                                                                                                                                                    |
| Homestead                                                                                                                                                            | 54.00085                                                                                     | 54.98901                                                                                                           | 53.72456                                                                                                           |                                                                                                                    |                                                                  |                                                                                                                                                                                                                                                                                                                    |
| Nonhomestead                                                                                                                                                         | 45.99915                                                                                     | 47.36456                                                                                                           | 46.27544                                                                                                           |                                                                                                                    |                                                                  |                                                                                                                                                                                                                                                                                                                    |
| Total                                                                                                                                                                | 100.00000                                                                                    | 102.35358                                                                                                          | 100.00000                                                                                                          |                                                                                                                    |                                                                  |                                                                                                                                                                                                                                                                                                                    |

## Local Adjustments to the Adjusted Base Proportions

The municipality may make certain adjustments to the ABPs.  
See Subsection 1903-4(c) of the Real Property Tax Law

**City of Newburgh**

**2022**

STEP 1 - Subtract the Adjusted Base Proportion for the Homestead Class from the  
Current Percentage for the Homestead Class

Current Percentage for Homestead Class  
(Part I of form RP-6701)

61.89702

Adjusted Base Proportion for Homestead Class  
(column R of form RP-6703)

-

53.72456

Difference

8.17245

STEP 2 - Take the Difference computed in STEP 1 and multiply it by  
10%, 20%, 25%, 30%, 40%, 50%, 60%, 70%, 75%, 80%, and 90%.  
Add this amount to the Homestead Adjusted Base Proportion.

|                        |                                           |  | POSSIBLE TAX SHARES<br>WHICH MAY BE ADOPTED |                     |
|------------------------|-------------------------------------------|--|---------------------------------------------|---------------------|
| Select a<br>Percentage | Amount to be<br>added to<br>Homestead ABP |  | <u>Homestead</u>                            | <u>NonHomestead</u> |
|                        |                                           |  | 53.72456                                    | 46.27544            |
| 10%                    | 0.81725                                   |  | 54.54181                                    | 45.45819            |
| 20%                    | 1.63449                                   |  | 55.35905                                    | 44.64095            |
| 25%                    | 2.04311                                   |  | 55.76768                                    | 44.23232            |
| 30%                    | 2.45174                                   |  | 56.17630                                    | 43.82370            |
| 40%                    | 3.26898                                   |  | 56.99354                                    | 43.00646            |
| 50%                    | 4.08623                                   |  | 57.81079                                    | 42.18921            |
| 60%                    | 4.90347                                   |  | 58.62804                                    | 41.37196            |
| 70%                    | 5.72072                                   |  | 59.44528                                    | 40.55472            |
| 75%                    | 6.12934                                   |  | 59.85390                                    | 40.14610            |
| 80%                    | 6.53796                                   |  | 60.26253                                    | 39.73747            |
| 90%                    | 7.35521                                   |  | 61.07977                                    | 38.92023            |
| 100%                   | 8.17245                                   |  | 61.89702                                    | 38.10298            |
|                        |                                           |  |                                             |                     |

RESOLUTION NO.: 286 - 2022

OF

NOVEMBER 28, 2022

**A RESOLUTION ADOPTING THE BUDGET  
FOR THE FISCAL YEAR 2023**

**WHEREAS**, the City Manager, on October 11, 2022, submitted to the City Council of the City of Newburgh, New York, a detailed estimate, including the “Manager’s Proposed Fiscal Year 2023 Budget” and the “Manager’s Proposed Personnel Analysis Book” of same date, of revenues and expenditures necessary and proper for all municipal activities accounted for in the General, Water, Sewer, Sanitation and Self-Insurance Funds during the fiscal year of 2023; and

**WHEREAS**, such detailed estimates have been filed in the City Clerk’s Office as required by the Charter of the City of Newburgh so that said estimates may be inspected by anyone interested, and a public hearing was held on November 14, 2022 in reference to said estimates for any item thereof; and

**WHEREAS**, the Council has made such changes, alteration, corrections and amendments to the said budget as it appears to said Council to be proper, including incorporating such changes as deemed necessary in response to the New York State Office of the State Comptroller’s budget review report #B22-6-10 dated November 18, 2022; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Newburgh, New York does hereby approve, determine and adopts the budget for the year 2023 as appears in the annexed “City Council Adopted Fiscal Year 2023 Budget” on November 28, 2022; and

**BE IT FURTHER RESOLVED**, that the sum of \$23,632,551 be levied and raised on account of City taxes for the year 2023 on all the taxable property in the City of Newburgh according to the valuation of the last assessment roll of said City for State, County and City purposes, being \$978,130,451 for Homestead Properties and \$509,237,387 for Non-Homestead Properties, including special franchise assessments, in accordance with the Real Property Tax Law of the State of New York; and

**BE IT FURTHER RESOLVED**, that the City Collector is authorized and directed to cause said amount of \$23,632,551 to be extended and apportioned and adjusted on said assessment roll at \$12.980359 for Homestead Properties and \$21.475381 for Non-Homestead Properties on every \$1,000 of taxable real property, including special franchise assessments; and

**BE IT FURTHER RESOLVED**, that the required sewer, water and sanitation fees for the taxable and non-taxable properties for the year 2022 is as set forth in Section 163-1 of the City Code of Ordinances; and

**BE IT FURTHER RESOLVED**, that the City Collector is authorized and directed to cause any and all amounts reported as omitted taxes to be levied against the real property subject to said omitted taxes and to cause the amounts reported by the City Collector as overdue and unpaid water rents, sewer rents and sanitation user fees, and unpaid charges of property abatement, with the interest and penalties thereon, to be added to the tax levied against the real property for which or in connection with which such water, sewer and sanitation was provided; and

**BE IT FURTHER RESOLVED**, that said City tax roll shall be delivered to the City Collector on the 3rd day of January 2023, signed by the City Manager and under the seal of the City, directing and commanding said City Collector to receive and collect in the manner provided by the law for the levying and collecting of County taxes by City Collectors, these several amounts in the roll specified as against the persons or property therein mentioned and described, and that said warrant shall direct the City Collector to collect said assessments in four equal installments as follows:

The first installment commencing on the 3rd day of January 2023, and collect up to and including the 3rd day of February 2023, without fees, and to add 5% from the 4th day of February 2023, up to and including the 1st day of April 2023.

The second installment commencing on the 1st day of March 2023, and collect up to and including the 5th day of April 2023, without fees, and to add 5% from the 6th day of April 2023, up to and including the 30th day of May 2023.

The third installment commencing on the 1st day of May 2023, and collect up to and including the 6th day of June 2023, without fees, and to add 5% from the 7th day of June 2023, up to and including the 31st day of July, 2023.

The fourth installment commencing on the 1st day of July 2023, and collect up to and including the 4th day of August 2023, without fees, and to add 5% from the 5th day of August 2023, up to and including the 30th day of September, 2023.

In addition, thereto, for all late payments remaining unpaid for ninety (90) days after the first date designated for the collection of same, there shall be added an additional penalty in the amount of 10% per annum computed from said first date of collection; and

**BE IT FURTHER RESOLVED**, that the amounts, when collected, be deposited daily with the TD Bank, Key Bank of NY, NA, New York Cooperative Liquid Assets Securities System (NYCLASS) or in any of the said banks in compliance with the requirements set forth in the Newburgh Fiscal Recovery Act by said City Comptroller and credited and applied to the several respective funds and accounts as stated in the Adopted Budget for taxes now confirmed and approved by said City Council, including credit balances heretofore appropriated.

RESOLUTION NO.: 287-2022

OF

NOVEMBER 28, 2022

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF  
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED  
ISSUED TO RIPRAP LLC TO THE PREMISES KNOWN AS  
326 LIBERTY STREET (SECTION 12, BLOCK 1, LOT 14)**

**WHEREAS**, on June 20, 2016, the City of Newburgh conveyed property located at 326 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 12, Block 1, Lot 14, to RipRap LLC (Thomas Dodd, Managing Member); and

**WHEREAS**, Mr. Dodd has requested a release of the restrictive covenants contained in said deed; and

**WHEREAS**, this Council believes it is in the best interest of the City of Newburgh to grant such request;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

**RELEASE OF COVENANTS AND  
RIGHT OF RE-ENTRY**

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 326 Liberty Street, Section 12, Block 1, Lot 14 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated June 20, 2016, from THE CITY OF NEWBURGH to RIPRAP LLC, recorded in the Orange County Clerk's Office on July 1, 2016, in Book 14071, Page 133 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: \_\_\_\_\_, 2022

THE CITY OF NEWBURGH

By: \_\_\_\_\_  
Todd Venning, City Manager  
Pursuant to Res. No.: \_\_\_\_\_-2022

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, 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 signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

\_\_\_\_\_



# CITY OF NEWBURGH

## Department of Code Compliance

123 Grand Street, Newburgh, New York 12550

Phone: (845) 569-7400 / Fax: (845) 569-0096

---

TO: Todd Venning, City Manager

CC: Alexandra Church, Director of Planning and Development  
Jeremy Kaufman, Assistant Corporation Counsel

FROM: Francis J. Spinelli, Fire Chief

DATE: November 14, 2022

SUBJECT: 326 Liberty Street, Release of Restrictive Covenants Inspection

---

I conducted an inspection of 326 Liberty Street on November 14, 2022. I also reviewed the property file kept at the Department of Code Compliance. Below are my findings:

There are no open code violations on file in the building record.

I observed no violations both on the property and in the building during my most current inspection of the property.

There are no open permits or open permit applications.

The property contains an occupied, single family residence.

There is a valid Certificate of Occupancy in the property file dated October 13, 2022, for a Single Family Residence for 6 occupants.

Thank you,

---

Francis J. Spinelli  
Fire Chief



**CITY OF NEWBURGH  
OFFICE OF CODE COMPLIANCE  
123 Grand Street, Newburgh, NY 12250  
CERTIFICATE OF OCCUPANCY**

To the owner of lessee of the building or premises

Issued: 10/13/2022

Location of Property: 326 Liberty St  
Owned By: RipRap LLC

This Certificate Is Issued Subject To The Limitations Hereinafter Specified

**PERMISSIBLE USE AND OCCUPANCY**

| STORY                     | SECTION  | NUMBER OF PERSONS<br>WHO MAY OCCUPY | USE (OCCUPANCY CLASS)  |
|---------------------------|----------|-------------------------------------|------------------------|
| First and Second<br>Floor | Complete | 6 Occupants                         | One Family Residential |

Section, Block, Lot: 12-1-14      Receipt Number: 2022-00347

**SECTION 122-21 (C) OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH STATES:**

**"No change shall be made in the use or type of occupancy of an existing building unless a certificate of occupancy authorizing such change shall have made by the building official."**

Certificate will be null and void if altered in any manner or if additions are made.

Inspection Date:09/30/2022

  
\_\_\_\_\_  
Code Compliance Supervisor

**THIS CERTIFICATE MUST BE CONSPICUOUSLY POSTED ON THE PREMISES**

**CITY OF NEWBURGH  
OFFICE OF CODE COMPLIANCE  
123 Grand Street, Newburgh, NY 12250**

**CERTIFICATE OF COMPLIANCE**

To the owner of lessee of the building or premises

Issued: 10/13/2022

Permit #: 2022-00402

Location of Property: 326 Liberty St

Owned By: RipRap LLC

This Certificate Is Issued Subject To The Limitations Hereinafter Specified

**PERMISSIBLE USE AND OCCUPANCY**

Description of Work: Level the alteration to supersede 2021-00400. Roof and windows, exterior work to conform with ARC approvals. Electric permit to be separately obtained. Plumbing permit to be separately obtained.

**2022-00402**

Section, Block, Lot: 12-1-14

**SECTION 122-21 (C) OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH STATES:**

"No change shall be made in the use or type of occupancy of an existing building unless a certificate of occupancy authorizing such change shall have made by the building official."

Certificate will be null and void if altered in any manner or if additions are made.

Inspection Date: 09/30/2022

  
Code Compliance Supervisor

**THIS CERTIFICATE MUST BE CONSPICUOUSLY POSTED ON THE PREMISES**

**CITY OF NEWBURGH  
OFFICE OF CODE COMPLIANCE  
123 Grand Street, Newburgh, NY 12250  
CERTIFICATE OF COMPLIANCE**

**To the owner of lessee of the building or premises**

**Issued: 10/13/2022  
Permit #: 2021-00750**

**Location of Property: 326 Liberty St  
Owned By: RipRap LLC**

**This Certificate Is Issued Subject To The Limitations Hereinafter Specified**

**PERMISSIBLE USE AND OCCUPANCY**

**Description of Work: SCAFFOLD**

**2021-00750**

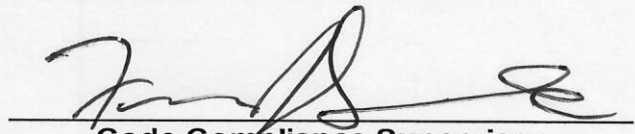
**Section, Block, Lot: 12-1-14**

**SECTION 122-21 (C) OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH STATES:**

**"No change shall be made in the use or type of occupancy of an existing building unless a certificate of occupancy authorizing such change shall have made by the building official."**

**Certificate will be null and void if altered in any manner or if additions are made.**

**Inspection Date: 09/30/2022**

  
**Code Compliance Supervisor**

**THIS CERTIFICATE MUST BE CONSPICUOUSLY POSTED ON THE PREMISES**

**CITY OF NEWBURGH**  
**CODE COMPLIANCE**  
569-7400

20222558

\$120 – Check 035

Received from RipRap LLC

326 Liberty St

Building - Other

Date: 10/13/2022





526 Liberty  
TAVERN



















OF

NOVEMBER 28, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
A DESIGN SERVICES AGREEMENT WITH STUDIO HIP LANDSCAPE  
ARCHITECTURE, PLLC AND PUSH STUDIO, LLC, FOR THE DESIGN OF  
THE NEWBURGH AFRICAN-AMERICAN BURIAL GROUND MEMORIAL  
IN DOWNING PARK**

**WHEREAS**, in 2008, at the commencement of construction of the new courthouse facility at the Broadway School site at Broadway and Robinson Avenue, human remains were unearthed from the burying ground which were the remains of citizens and residents of the City of Newburgh in the 19<sup>th</sup> Century, including specifically African-Americans and people of color; and

**WHEREAS**, the City of Newburgh Colored Burial Ground Advisory Committee (“Advisory Committee”) was formed to ensure proper commemoration, management and enshrinement of the human remains discovered during the Newburgh City Courthouse Project, and after many years of research, study and engagement, the remaining members of the Advisory Committee identified a suitable location for the respectful commemoration and enshrinement of the human remains and for a permanent memorial and resting place within Downing Park; and

**WHEREAS**, by Resolution No. 133-2022 of May 23, 2022, the City Council, with substantial support from community members and clergy, endorsed the Advisory Committee’s proposal, and dedicated a 30-foot by 85-foot area south of the cul-de-sac of Haible Way within Downing Park as the “Newburgh African-American Burial Ground Memorial in Downing Park” (the “Project”); and

**WHEREAS**, the City of Newburgh issued Request For Proposals #18.22 for the design of a memorial and reinterment area for the Project, and received nine (9) responses from landscape design architects interested in creating the project design; and

**WHEREAS**, a review committee, consisting of Advisory Committee members, City officials, and City staff recommends to City Council that Studio HIP Landscape Architecture, PLLC and PUSH Studio, LLC, having submitted a joint response, be selected to create the project design; and

**WHEREAS**, the parties have negotiated a design services agreement for the project design, annexed hereto, with funding to be derived from A.8684.0448 – Other Services, and this Council finds that approving such design services agreement is in the best interests of the City; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to execute on behalf of the City of Newburgh a design services agreement with Studio HIP Landscape Architecture, PLLC and PUSH Studio, LLC, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the design of the Newburgh African-American Burial Ground Memorial in Downing Park.



---

**CITY OF NEWBURGH**  
**Design Services Agreement**

This agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 ("City"), and Studio HIP Landscape Architecture, PLLC, with an office address of 202 Croton Avenue, Ossining, New York 10562, and PUSH Studio, LLC, with an office address of 220 Upshur Street NW #3, Washington, D.C. 20011 (collectively referred to herein as "Consultant").

**WITNESSETH**

WHEREAS, Consultant, in consideration of the terms and conditions herein, agrees to furnish labor, materials, and equipment, and to perform work necessary to complete, in a skillful and professional manner, design services and other services related and incidental to the design of a memorial and reinterment area for human remains previously removed from what was known as the "Newburgh Colored Burial Ground," now located around and under the City of Newburgh Court House, as more fully set forth in the City's Request for Proposals ("RFP") #18.22.

WHEREAS, Consultant shall provide such services as more fully described in this Agreement, along with any schedules or exhibits, which are incorporated by reference and made part of this Agreement, as follows:

- Schedule A – Consultant Proposal to City RFP #18.22
- Schedule B – Survey Area

WHEREAS, the term shall begin upon receipt of a fully-executed Agreement by Consultant from the City, with work elements being started during the term and continuing to completion and acceptance by the City.

WHEREAS, Consultant assumes responsibility for design only, with terms of construction of design elements being made pursuant to a separate agreement.

WHEREAS, the services amount to be expended under this Agreement shall not exceed **eighty-two thousand eight hundred sixty-two and 00/100 dollars (\$82,862.00)**, with payment being made in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, In consideration of the statements and conditions herein, the City does hereby engage Consultant to perform the services related and incidental to the design, and Consultant does hereby agree to perform such services described herein. The City and Consultant agree as follows:

[Remainder of this page intentionally left blank. Terms and conditions to follow.]



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## 1. DEFINITIONS

The following terms as used in this Agreement are defined as follows:

- 1.1 Agreement: The Agreement executed by both the City and Consultant.
- 1.2 Additional Services: A written authorization for additional work beyond that required to be provided by Section 2, Scope of Services.
- 1.3 Base Design: The design arising out of the provision of the Consultant's basic services that meets project scope and budget.
- 1.4 Budgeted Direct Construction Cost: The City's budgeted cost to construct the project.
- 1.5 City: The City of Newburgh.
- 1.6 Construction Documents: The design drawings, specifications, general conditions, supplementary general conditions, special conditions, addenda, and change orders developed to convey in detail the design, function and construction of the project. These documents will be used as the basis for estimating the cost of the project, securing bids for constructing the project, and directing a contractor in construction of the project.
- 1.7 Construction Documents Phase: The portion of the work during which the Construction Documents are created.
- 1.8 Consultant: The individual or design firm represented who is identified on the signature line of the Agreement.
- 1.9 Contract: Same as Agreement.
- 1.10 Contract Documents: Any Requests for Proposals, Technical and Cost Proposals, this Agreement, Construction Documents, Bid Proposal Form, Notice to Contractors, bonds, and insurance certificates relative to the project.
- 1.11 Cost Control Report: Documentation providing cost data for the continuing evaluation of the work. The cost figures shall be a reasonable estimate of expenditures at the end of the reporting period based on current information.
- 1.12 Final Design Documents: The design drawings, specifications, design analysis, cost estimate, general conditions, supplementary general conditions, and special conditions developed to convey in detail the design, function and construction of the project.
- 1.13 Final Design Phase: The portion of the work during which the Preliminary Design Documents are created, ninety (90) percent design drawings.



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- 1.14 Major Categories of (the) Work: Key components, systems and sub-assemblies of a project. These categories include, but are not limited to: demolition, site preparation, foundations, exterior enclosure, interiors construction, mechanical, electrical, plumbing systems, built-in casework and equipment, site improvements and landscape. Specific categories and sub-categories are defined within the UniFormat construction component classification system.
- 1.15 Normal Consulting and Engineering Services: Professional services provided by architect, civil engineer, landscape architect, structural, electrical, and mechanical engineers, design-assist or design-build trade contractors, and cost estimators which are necessary and appropriate to define the project's design and direct the project's construction.
- 1.16 Preliminary Design (Design Development) Documents: Design drawings, outline specifications and cost estimates developed from the Schematic Design Documents prepared to more comprehensively define the size, character and quality of the project and to further confirm compliance of the design with the project scope and budget.
- 1.17 Preliminary Design (Design Development) Phase: The portion of the work during which the Preliminary Design Documents are created sixty percent (60) percent design drawings.
- 1.18 Principal(s): The individual(s) of the Consultant authorized on behalf of the firm to act as signatories to agreements for this project.
- 1.19 Project Manager: A representative of the City designated to act on behalf of the City with respect to the project.
- 1.20 Project Construction Budget: The project construction cost allowance specifically stated in writing as the 'revised' or 'current' 'Project Construction Budget' by the City at each applicable phase of plan development.
- 1.21 Project Construction Cost: The actual amount paid by the City for constructing the project.
- 1.22 Record Documents: An archive reference edition of the Construction Documents prepared by the Consultant incorporating changes from the original Construction Documents indicated in the As Built Drawings.
- 1.23 Schematic Design Documents: Drawings, outline specifications, and room summary schedule developed to sufficient detail to convey an initial indication of the design of the project, functional relationships of interior areas, the relationship of the project to the site, other buildings and the campus, the materials to be used in construction, the types of mechanical, electrical and structural systems to be utilized.
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- 1.24 Schematic Design Phase: The portion of the work during which the Schematic Design Documents are created, thirty (30) percent design drawings.
  - 1.25 UniFormat: A construction classification system published by the Construction Specifications Institute (CSI) of Alexandria, VA, or successor, for organizing construction information into a standardized order and sequence to facilitate project budget analysis. UniFormat divides construction work into various categories and subcategories referred to as levels. The higher the level, the more detailed the division of the work becomes.

## 2. SCOPE OF SERVICES

- 2.1 Consultant shall render all services and furnish all materials and equipment necessary to provide the City with plans, estimates, and other services and deliverables more specifically described in **Schedule A** in a timely and professional manner.
- 2.2 Consultant shall ascertain the applicable practices of the City, New York State (including any relevant agencies thereto) and/or the United States of America (including any relevant agencies thereto), as applicable, before beginning any of the work of this Project. All work required under this Contract shall be performed in accordance with these practices, sound design and engineering standards, practices and criteria, and any special requirements as may be described in **Schedule A**.
- 2.3 Upon receipt of a fully executed Agreement from the City, Consultant shall prepare Schematic Design Documents in accordance with the Project requirements furnished by the City, and as further set forth in **Schedule A** costs proposal tasks 1 through 4.
- 2.4 The Schematic Design Documents shall convey an initial indication of the design of the project, functional relationships of relevant areas, the relationship of the project to the site, other buildings, the materials to be used in construction, and the types of mechanical, electrical, and structural systems to be utilized.
- 2.5 Prior to the start of work, Consultant shall submit for approval by the City the names of any subconsultant firms and key individuals proposed for the project design team. The City shall have the exclusive discretion to accept or reject for cause any subconsultant or individual proposed. If a subconsultant is rejected, the Consultant shall propose an alternate subconsultant acceptable to the City. Nothing in this Agreement shall create any contractual relationship between the City and any subconsultant retained by the Consultant.
- 2.6 Prior to the start of work, Consultant shall review the document needs and organization, including coordination with the Project Manager. Based on this review, Consultant shall issue a letter to the Project Manager describing measures to be employed by the design team to ensure document coordination on the project.



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- 2.7 Prior to the start of work, Consultant shall propose the number of visits and meetings as required to meet the scope and complete the phase. Project meetings/site visits shall be provided with the Scope of Services and as described in **Schedule A**. Absent specific agreement, no less than the following minimums shall be provided:
- 2.7.1 One (1) start meeting, which shall include a site visit.
  - 2.7.2 Three (3) project progress review meetings, scheduled at thirty percent (30%) completion of work, sixty percent (60%) completion of work, and ninety percent (90%) completion of work.
  - 2.7.3 One (1) project completion meeting.
- 2.8 Consultant will commence work no later than ten (10) days after receiving written notice to proceed from the City.
- 2.9 Physical prints and electronic copies of documents shall be provided upon request by the City at any time, including after project completion, at Consultant's sole cost and expense. Absent specific exclusion no less than the following minimums shall be provided:
- 2.9.1 One (1) full size print copies of completed work, with size to be determined by the City.
  - 2.9.2 One (1) electronic copy of all plans, and specification in an electronic format acceptable to the City.
  - 2.9.3 One (1) copy of an integrated 3D BIM model (if applicable), DWG, Word, and/or PDF of plans and specifications.
- 2.10 Consultant shall complete work and services in accordance with the Schematic Design Documents, typically 30% design drawings, and submit such work to the City for approval. Consultant shall keep the City informed as to the progress of the work and document to the City in writing if the Project Design Schedule needs to be revised.
- 2.11 Consultant shall solicit and obtain written authorization from the City to proceed with any Preliminary Design Phase work, typically 60% design drawings. Upon receipt of written authorization, the Consultant, using the approved Schematic Design Documents, shall prepare the Preliminary Design Documents. The development of the Preliminary Design Documents shall be responsive to the comments received from the City during the Schematic Design Phase.
- 2.12 Preliminary Design Documents shall continue from the Schematic Design Documents to develop the design of the project in greater detail confirming or adjusting as required all aspects of the Schematic Design Documents to fix and illustrate the size, character, and quality of the project.
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- 2.13 Consultant shall solicit and obtain written authorization from the City to proceed with any Final Design Phase work, typically 90% design drawings. Upon receipt of written authorization, the Consultant, using the approved Preliminary Design Documents, shall prepare the Final Design Documents. The development of the Final Design Documents shall be responsive to the comments received from the City during the Preliminary Design Phase.
- 2.14 For purposes specific to this Agreement, the tasks proposed in the **Schedule A** Cost Proposal, items 1 through 5 shall constitute Schematic Design Phase, Schematic Design Documents, Preliminary Design Phase, Preliminary Design Documents, Final Design Phase, Final Design Documents, Contract Documents, and Construction Documents as defined in Section 1 of this Agreement, in addition to items of work listed in the **Schedule A** Cost Proposal, items 1 through 5.
- 2.15 Consultant's performance of this Contract within the compensation provided shall be continuously reviewed in good faith by Consultant. Consultant shall notify the City of the results of those reviews in writing by submitting of a Cost Control Report to the Project Manager. Such Cost Control Report shall be submitted to the City monthly or at such alternative interval as may be described in **Schedule A**.
- 2.16 If Consultant believes that any work the Consultant has been directed to perform is beyond the Scope of Services as outlined in Section 2 and in the Agreement, and constitutes Additional Services, the Consultant shall promptly notify the City, in writing, of its objections prior to the commencement of the objected to work. The City shall review said objections in good faith and, in its sole discretion, decide whether such work is beyond the Scope of Services and in the Agreement generally, and constitutes Additional Services. If the City determines that such work does constitute Additional Services, the City shall provide extra compensation to the Consultant as provided for in Sections 3 and 4, below. In this instance, an amendment to the Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the City.
- 2.17 To be considered eligible for reimbursement, "Reimbursables" as listed in the **Schedule A** Cost Proposal must be actually incurred, individually identifiable and verifiable, submitted with copies of supporting evidence to the City. Mark-ups or administrative costs or fees shall not be eligible for reimbursement. Any "Reimbursables" as listed in the **Schedule A** Cost Proposal that exceed the amounts listed shall be the responsibility of the Consultant.
- 2.18 For purposes specific to this Agreement, the "surveyor" task proposed in the **Schedule A** Cost Proposal, Task 2, shall refer to a survey of general areas as outlined in **Schedule B** of this Agreement. The survey deliverable shall be made in both print and digital forms, be certified to the City, include written metes and bounds descriptions of the surveyed areas, and include topographical details of the surveyed areas.
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### 3. ADDITIONAL SERVICES

- 3.1 During the project, the City may elect to seek additional work that, in its discretion, is substantially beyond that required to be provided by Section 2 (Scope of Services). Such work shall be considered Additional Services.
- 3.2 Additional Services require pre-authorization in writing by the parties. When Additional Services are authorized and accepted, they shall be provided by the Consultant and shall be paid for by the City as provided in Section 4 (Compensation).
- 3.3 The following services are expressly not covered by Section 2 (Scope of Services) of this Agreement and are considered extra services unless otherwise described in **Schedule A**:
  - 3.3.1 Providing feasibility studies necessary to define the scope for a Schematic Design.
  - 3.3.2 Providing civil surveys, site evaluations, or comparative studies of prospective sites.
  - 3.3.3 Making measured drawings of existing construction, as required for planning renovation work, if adequate record drawings are not available. As a part of the Scope of Services, Consultant shall confirm the accuracy of available information and shall make themselves familiar with the observable site and existing building conditions.
  - 3.3.4 Revising previously approved work, notwithstanding Section 3.4.2.
  - 3.3.5 Providing additional design assessments and remedial documentation for the replacement of work during construction damaged by fire or other causes not the fault of the Consultant.
  - 3.3.6 Providing additional professional services made necessary through no fault of the Consultant, but by the fault of a builder/contractor, or the City in the performance of the construction contract. No extra services will be authorized in connection with change order preparation arising out of Consultant's misinterpretations, errors or omissions.
  - 3.3.7 Providing additional professional services made necessary to affect a material change of the Agreement requested by the City.
  - 3.3.8 Providing special delineations or renderings, other than that required in Section 2 (Scope of Services).
- 3.4 The following services are expressly covered by Section 2 (Scope of Services), of this Agreement and shall not be considered extra services:



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- 3.4.1 Changes required by Federal, New York State, or local code laws, rules, or regulations, as may be applicable.
  - 3.4.2 Changes resulting from Consultant's errors, omissions, or design deficiencies.
  - 3.5 For purposes specific to this Agreement, the task proposed in the **Schedule A** Cost Proposal, item 6, shall constitute Additional Services. Upon receipt of written authorization from the City, the Consultant shall perform said services from time-to-time at the City's direction and request, until the construction of the project is completed, without regard to when construction commences or completes. The parties acknowledge and agree that the City will have no adequate remedy at law if there is a breach or threatened breach of this Section 3.5 by Consultant and, accordingly, that the City shall be entitled to an injunction and or specific performance against such breach.

#### 4. COMPENSATION

- 4.1 This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.
- 4.2 Compensation for Consultant's Scope of Services shall be as indicated in **Schedule A**, Cost Proposal.
- 4.3 Fee proposals by the Consultant shall be reflective of the actual effort necessary to design and document the condition identified in Section 2 (Scope of Services).
- 4.4 For Consultant's Additional Services, as described in Section 3 (Additional Services), the compensation to be paid will be identified in a supplemental agreement as applicable.
- 4.5 Payments under this Agreement shall be made in arrears of work increment(s) completed to the satisfaction of the City and upon submittal of an invoice to the City. If not otherwise specified, payment for services rendered will be processed within thirty (30) days upon presentation of the invoice.
- 4.6 At the conclusion of work on the project, the Consultant shall submit a final invoice for any remaining amounts due. This invoice shall be prominently identified as 'FINAL INVOICE'.
- 4.7 Consultant agrees that no charges or claim for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the City may decide, it being understood, however, that the permitting of the Consultant to proceed



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to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein. Nothing in this Section will prevent the Consultant from exercising his rights under Section 2 (Scope of Services) of this contract.

- 4.8 All subcontractors and subconsultants performing work on this project shall be bound by the same required contract provisions as the Consultant. All agreements between the Consultant and a subcontractor or other subconsultant shall include all standard required contract provisions, and such agreements shall be subject to review by the City.
- 4.9 Payment to Consultant is subject to the following audit rights of the City:
  - 4.9.1 For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.
  - 4.9.2 For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the City.
  - 4.9.3 For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the City.

## 5. CITY RESPONSIBILITIES

- 5.1 The City shall make any surveys, reports, or other documents in the City's possession that the parties deem relevant to the project available to the Consultant as required, at City expense. Said documents shall be for reference only, and the City makes no representations as to the quality, propriety, or accuracy of the information contained in said documents.
- 5.2 To the best of its ability, the City shall provide site information that indicates lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries, grades and contours of the site; locations, dimensions and data pertaining to known utilities, existing structures, landscaping and trees, and other improvements.
- 5.3 The City shall provide a geotechnical report, test borings, test pit information, soil bearing values, and other geotechnical assessments appropriate to define sub-surface conditions, if available.



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## 6. CONSULTANT RESPONSIBILITIES

- 6.1 Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services as determined by the City.
- 6.2 Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance or breach of contract of any of the services furnished under this Agreement.
- 6.3 The rights and remedies of the City provided for under this contract are in addition to any other rights and remedies provided by law.

## 7. OWNERSHIP AND USE OF DOCUMENTS

- 7.1 Consultant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years from the date of creation or three (3) years after final payment is remitted by the City, whichever is later. Any authorized representatives of the City, New York State, or Federal Government shall have access to the Records during normal business hours at an office of the Consultant within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for inspection, auditing, and copying.
- 7.2 All technical data related to this Agreement that exists in the offices of the City or in the offices of the Consultant shall be made available to the other party to this Agreement upon written request and without expense to such other party.
- 7.3 Consultant agrees that designs, drawings, specifications, electronic equivalents and other technical data produced in the performance of this Agreement, whether in draft or final form, shall become the property of the City. The City shall have access, during regular business hours, to inspect and obtain copies of notes, designs, drawings, specifications, electronic files, calculations, and other technical data pertaining to the work performed under this Agreement.
- 7.4 The City reserves the right to use documents prepared under this Agreement regardless of whether the Agreement is terminated or the project is suspended or abandoned. This right allows the City to use these documents in the future for the same project, a modified version of it, or for one that is similar.



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- 7.5 At the time of completion of the work, the Consultant shall make available to the City all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the City. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the City all the aforementioned data and material. All original tracings of maps and other engineering data furnished to the City by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates, and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the City.
- 7.6 Consultant agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. However, the Consultant agrees to, and does hereby grant, to the City, the State of New York, and the Federal Government, a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world, all in accordance with the provisions of 48 CFR 1-27.

## 8. TERMINATION

- 8.1 The City may terminate this Agreement or suspend or abandon the project upon fourteen (14) days written notice to the Consultant. Consultant may terminate this Agreement only if the City substantially fails to perform in accordance with Section 5 (City Responsibilities) of this Agreement. Prior to Consultant terminating this Agreement, a Notice of Termination must be given in writing and in accordance with the notice provision is Section 10 (Miscellaneous Provisions), below, to the City that allows the City fourteen (14) days to correct any default. If the default is corrected/cured, Consultant may not terminate this Agreement.
- 8.2 In the event the City terminates this Agreement, suspends the project for more than 180 days, abandons the project or the Consultant terminates this Agreement in accordance with Section 8.1, the City shall pay to the Consultant full payment for services performed and expenses incurred under this Agreement as follows:
- 8.2.1 The sum due under Section 4 (Compensation) as shall have become payable because of progress in the work plus a pro-rata portion of the next succeeding and uncompleted step, if any, for services actually rendered by Consultant, plus any pro-rata sums due to Consultant for Additional Services.
- 8.2.2 In ascertaining the services actually rendered up to the date of termination of this Agreement, suspension or abandonment of the project, consideration will be given to completed work and work in process including incomplete drawings and other documents whether delivered to the City or in the possession of the Consultant.



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- 8.3 The City may immediately cancel this Agreement on notice to Consultant if the City receives information that any work under this Agreement conflicts with the provisions of any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

## 9. INSURANCE AND RISK MANAGEMENT

- 9.1 The parties agree that Consultant, its agents, officers, and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the City.
- 9.2 Consultant agrees to hold harmless, defend, and indemnify the City, and the officers, agents, and employees of the City from all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Consultant, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.
- 9.3 Consultant shall not commence work until the City has received evidence of the insurance required in this section and approved the same.
- 9.4 Consultant shall obtain the following policies and coverages. The insurance furnished by the Consultant under this section shall provide coverage in amounts not less than the following unless a different amount is stated herein:
- 9.4.1 Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, shall cover work done or to be done by or on behalf of the Consultant and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work.
- The minimum liability limits shall be as follows:
- |             |                                                                           |
|-------------|---------------------------------------------------------------------------|
| \$3,000,000 | General Aggregate                                                         |
| \$1,000,000 | Each Claim - combined single limit for bodily injury and property damage. |
- 9.4.2 Business Automobile Liability Insurance, on an occurrence basis, shall cover owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Consultant and shall provide insurance coverage for bodily injury, property damage, and contractual liability.



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The minimum liability limits shall be as follows:

\$1,000,000 Each Accident - combined single limit for bodily injury and property damage.

9.4.3 Workers' Compensation Insurance, shall include Employer Liability limits of \$1,000,000 and other limits required under New York law.

9.4.4 Professional Liability Insurance (a/k/a Errors and Omissions insurance) on an occurrence basis, shall cover work done or to be done by or on behalf of the Consultant and provide insurance for professional liability in the amount of \$1,000,000 each occurrence. At a minimum Consultant shall obtain and maintain professional liability insurance on a claims-made basis for no less than \$1,000,000 each claim and \$2,000,000 annual aggregate, and certification of coverage shall be submitted to the City upon signing of this Agreement. If the total contract amount exceeds \$1,000,000, the Consultant shall renew and keep such insurance in effect for at least ten (10) years after the recordation of the notice of completion.

9.4.5 Insurers shall be authorized in the State of New York to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or carrier acceptable to the City.

9.4.6 Consultant shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage.

9.4.7 The scope of coverage and deductible shall be shown on the certificate of insurance.

9.4.8 The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the City, and without ten (10) days' notice for non-payment of premium.

9.4.9 Renewal certifications shall be timely filed by the Consultant for coverage until the work is accepted as complete.

9.4.10 Consultant shall notify the City in writing of any material change in insurance coverage.

9.4.11 Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:

9.4.11.1 For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives,



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volunteers, and agents shall be covered as additional insureds.

9.4.11.2 For claims related to the work, Consultant's insurance coverage shall be primary insurance as respects the City of Newburgh, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the City, their officers, employees, representatives, volunteers, and agents shall be in excess of the Consultant's insurance and shall not contribute with it.

9.4.11.3 Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City, ten (10) days' notice for non-payment of premium.

9.4.11.4 The City, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

9.4.12 Any deductible under any policy of insurance required in this section shall be the Consultant's liability.

9.4.13 Acceptance of certificates of insurance by the City shall not limit the Consultant's liability under the Agreement.

9.4.14 If the City is damaged by the failure of Consultant to provide or maintain the required insurance, the Consultant shall pay the City for such damages.

9.4.15 Consultant's obligations to obtain and maintain required insurance are non-delegable duties under this Agreement.

## 10. MISCELLANEOUS

10.1 Consultant, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the City by reason hereof, and that he will 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 City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

10.2 Consultant agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the



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provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Consultant agrees that neither it nor its sub-consultants shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

- 10.3 Consultant certifies compliance with providing a drug-free workplace.
- 10.4 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 10.5 Consultant warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Consultant or subconsultants for work performed in the execution of this Agreement, or for any architectural or engineering services, public or private, performed for the Consultant or its subconsultants.
- 10.6 This Agreement shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.
- 10.7 Consultant may not assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or its power to execute such Agreement, to any other person, company or corporation, without written consent of the City. If this provision is violated, the City may revoke and annul the Agreement and the City shall be relieved from all liability and obligations thereunder to the person, company or corporation to whom the Consultant shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the City.
- 10.8 Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Agreement page.



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10.8.1 Notice served upon the City shall be delivered to:

City of Newburgh  
attn.: City Clerk  
83 Broadway  
Newburgh, New York 12550

with copy to:

City of Newburgh  
attn.: City Engineer  
83 Broadway  
Newburgh, New York 12550

10.8.2 Notice served upon Consultant shall be delivered to:

Studio HIP Landscape Architecture PLLC  
attn.: Elizabeth Hand-Fry, ASLA  
220 Croton Avenue  
Ossining, New York 10562

and

PUSH Studio, LLC  
attn.: Glenn LaRue Smith, FASLA  
220 Upshur Street NW #3  
Washington, D.C. 20011

- 10.9 In the event of any claims made or any actions brought against the City in connection with the Agreement, Consultant agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such Claim.
- 10.10 The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Agreement. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.
- 10.11 This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.
- 10.12 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.



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Any changes to this Agreement may be amended by mutual consent of the parties hereto in writing.

- 10.13 This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.
- 10.14 In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.
- 10.15 Studio HIP Landscape Architecture and PUSH Studio shall be jointly and severally responsible for the terms and conditions stated in this Agreement.

#### 11. CERTIFICATION FOR FEDERAL-AID CONTRACTS (IF APPLICABLE)

- 11.1 Should this Agreement, or any portion thereof, be funded with federal aid, Consultant certifies, by signing this Agreement, to the best of its knowledge and belief, that:
  - 11.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - 11.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - 11.1.3 The signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):
    - 11.1.3.1 Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;



- 
- 11.1.3.2 Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
  - 11.1.3.3 Does not have a proposed debarment pending; and
  - 11.1.3.4 Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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[Signature and Acknowledgment Pages to Follow]



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Signature Page

Agreement for Design Services

City of Newburgh with Studio HIP Landscape Architecture PLLC & PUSH Studio

---

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: \_\_\_\_\_, 2022

CITY OF NEWBURGH

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

Name: Todd Venning

Title: City Manager

DATED: \_\_\_\_\_, 2022

Studio HIP Landscape Architecture PLLC

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

Name: Elizabeth Hand-Fry

Title: Principal

DATED: \_\_\_\_\_, 2022

PUSH Studio, LLC

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

Name: Glenn LaRue Smith

Title: Principal







---

**SCHEDULE A – RFP #18.22 SUBMISSION BY CONSULTANT**

**SCHEDULE B – SURVEY AREAS**

DRAFT



## PROPOSAL FOR CITY OF NEWBURGH

RFP #18.22 REQUEST FOR PROPOSALS (RFP) FOR LANDSCAPE  
ARCHITECTURE SERVICES

JULY 15, 2022



Prepared By  
**Studio HIP Landscape Architecture PLLC**  
202 Croton Avenue, Ossining, NY 10562  
914.384.2131  
[www.studiohip.nyc](http://www.studiohip.nyc)

**PUSH Studio**  
220 Upshur Street NW #3, Washington, DC 20011  
202.505.3515  
[www.pushstudioform.com](http://www.pushstudioform.com)



# CONTENTS

|                                           |    |
|-------------------------------------------|----|
| COVER LETTER                              | 3  |
| .....                                     |    |
| GENERAL INFORMATION - TEAM PROFILE        | 4  |
| .....                                     |    |
| PROJECT UNDERSTANDING                     | 5  |
| .....                                     |    |
| PROJECT APPROACH                          | 6  |
| .....                                     |    |
| PROJECT TEAM AND EXPERIENCE               | 13 |
| .....                                     |    |
| PROJECT TEAM ORGANIZATION                 | 14 |
| .....                                     |    |
| RELEVANT PROJECTS                         | 15 |
| .....                                     |    |
| PROJECT SCHEDULE                          | 18 |
| .....                                     |    |
| ADDITIONAL INFORMATION: HOMEGOING DIAGRAM | 19 |
| .....                                     |    |
| COST PROPOSAL                             | 20 |
| .....                                     |    |
| APPENDIX                                  | 21 |



CITY OF NEWBURGH COMPTROLLERS OFFICE  
Attn: Robert Van Vlack, Purchasing Agent  
83 Broadway, 4th floor  
Newburgh, NY 12550

PUSH studio  
220 Upshur Street NW #3  
Washington, DC 20011  
202-505-3515  
Contact: glenn@pushstudioform.com

July 15, 2022

RE: City of Newburgh - RFP #18.22 Request for Proposals (RFP)

Dear Mr. Van Vlack and Review Committee:

The team of Studio HIP and PUSH studio are pleased to submit this proposal for Professional Landscape Architecture Services for the above referenced project. Studio HIP will act as the prime landscape architecture firm coordinating all aspects of the project. In a collaborative team effort, PUSH studio will act as our equal partner to ensure all aspects of the project are effectively delivered.

It is always a privilege to connect with and design for communities looking for ways to reveal history, understand history, and bring new cultural vision to forgotten members of the community. The team of Studio HIP and PUSH studio takes pride on building Client confidence through direct consultant accessibility throughout all aspects of the project. As outlined in our Team Approach, we are guided by three fundamental research and design principles: Revealing the unique value and history of the client group through deep research and conversation; Inspiring the team through meetings and design discussions to establish team conscious; and Shaping the physical site, reflecting the collective ideas of all team members.

#### The Design Team

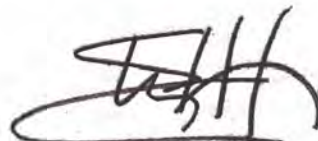
The key team leadership include Elizabeth Hand-Fry, Studio HIP, and Glenn LaRue Smith, PUSH studio, both managing principals of their firms. Hand-Fry and Smith will provide a principal-centered leadership, which means that they will always be accessible to the client and lead the work of all staff and sub-consultants working on the project. Ms. Hand-Fry leads a woman- owned firm that is known for its creative place making centered around educating children and creating sustainable playgrounds in urban environments. Mr. Smith leads an African American- owned firm that is known for designing landscapes of memory and memorial sensitive to diverse cultures and organizations. Charles Birnbaum, FASLA is a well-known historian and scholar who has published widely on historic landscapes in the United States and is founder of the Cultural Landscape Foundation in Washington, DC. Mr. Birnbaum's work with the team will ensure a deep historical perspective from all angles and inform the team as we conceptualize appropriate reinterment options. The staff of Studio HIP and PUSH studio will provide the necessary support to deliver all tasks as outlined within the proposal.

As a team of designers, historians, cultural, and environmental professionals, we believe that our team possess the requisite skills to envision a new and respectful resting place for these forgotten African Americans. Our group of highly experienced professionals is honored to have the potential of working on this pivotal project for the City of Newburgh, its citizens and the Newburgh African American community.

Sincerely,



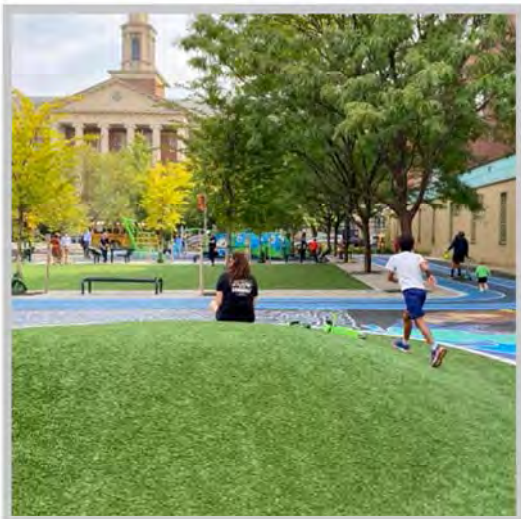
Glenn LaRue Smith, FASLA  
Principal, PUSH studio, LLC



Elizabeth Hand-Fry, ASLA  
Principal, Studio HIP Landscape Architecture PLLC



# GENERAL INFORMATION – TEAM PROFILE



STUDIO HIP is a New York based design collaborative which partners Landscape Architects and Designers, Environmental Educators, Artists and Certified Arborists in the pursuit of creative place making, innovative master planning efforts, recreational open space design and implementation. We are a Woman Owned Business led by design professionals who bring to the firm over thirty-five years of award-winning design and technical expertise in the field of landscape architecture. Our goals are to promote healthier communities through environmental education, sustainability, storm water management, design excellence and art in the landscape. Community outreach and collaboration is at the core of our work. We strongly believe that communities should be active participants in the design of their neighborhoods. We listen to their needs and advocate for their voices to be heard.

Studio HIP promotes environmentally responsible design through thoughtful analysis of each site's unique ecology and through our in-depth knowledge of the inherent opportunities and constraints of development initiatives we craft sustainable solutions. Studio HIP's success is based on maximizing a sites' potential environmentally, horticulturally and artistically while balancing those design objectives without losing sight of constructability, affordability and long term maintainability.

PUSH is an interdisciplinary studio that values the unique needs of clients and the characteristics of project sites. PUSH studio is comprised of individuals trained and experienced in landscape design, urban design and architecture design. Our leadership model at all levels of design and project management advances team building through a shared understanding of conceptual intent for each project. We inspire our clients and project team members to think 'outside the box' and freely exchange ideas.

PUSH believes that the interpretation of special site signatures yields innovative and interactive designed environments. By pushing the envelope with this exploratory design process, our clients are guaranteed projects that are sustainable at human, artistic and functional levels.

PUSH delivers designed environments that are sculptural in form and texture as well as distinctly spatial in experience. In every project we strive to reveal unique site character, inspire creative collaboration, and shape spaces responsive to environments.

The PUSH studio design process is guided by three exploratory phases, ensuring teamwork and creative understanding.

## **Reveal**

The project site and its people always come first. Exploring the history of the site and its layers of unique information ensures a creative start to the design process.

## **Inspire**

Utilizing the visionary characteristics 'Revealed' in the first phase of work, the team verifies and transforms the design vision with the client and stakeholders. This process builds consensus and buy-in from all parties.

## **Shape**

Building upon a shared vision and a catalogue of unique site characteristics, the team crafts a diversity of design options. These options are 'Shaped' into a final design responding to and referencing the visionary site characteristics.



# PROJECT UNDERSTANDING



*Augmented Reality.exe by Vernon M. Byron, Newburgh*

## Cultural and Historical

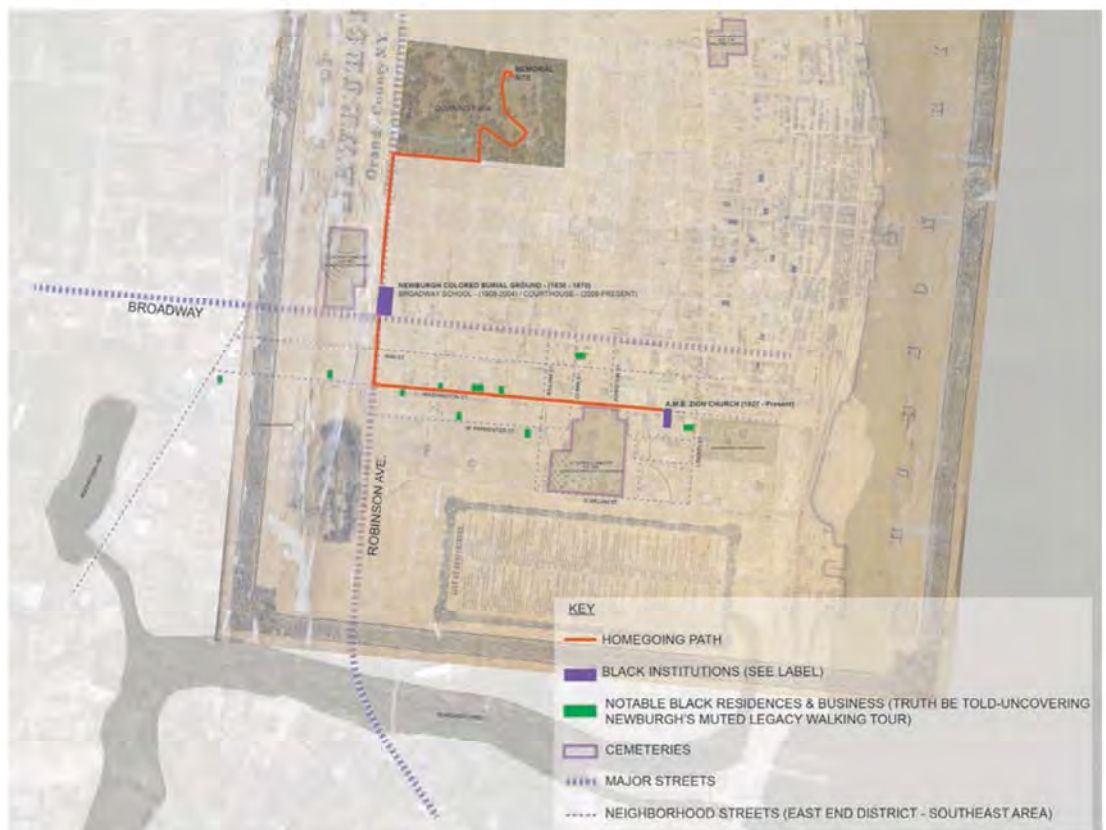
We respectfully understand that the reinterment of the African American remains at the designated Memorial site within Downing Park is the highest priority. The history of the original colored burial ground, the surrounding African American community and the City of Newburgh is essential to inform any conceptual design presented to stakeholders.

To uphold the respect necessary for the reinterment, fully engaged public meetings with project stakeholders is essential to inform and direct the team towards an appropriate design intent. Additionally, we understand that the historical setting of Downing Park is an important guide to be layered over the appropriate design intent. For instance, the location of the Project Memorial site at the highest point in Downing Park provides a foundational thematic layer of "View and Sky" as expressed by Olmsted and Vaux in designing the park.

The reinterment site provides a strategic location to reinforce 'view and sky' as it overlooks the Hudson River and the City of Newburgh. The former Observatory site also provides its own historical reference from which to inform the design. Current racial, cultural, and social shifts in Newburgh and the country are important layers to be brought forward, bringing added depth to the project design intent process.

## Memory and Memorial

The traditions of African American burials and traditions are important to the ideas generated for the memorial site. For this reason, the "Homegoing Diagram" (Figure 1), illustrates the need to symbolically reconnect the rediscovered African American remains to the African American Community of Newburgh by completing the Homegoing Path to the Memorial site at Downing Park. The path is a symbol of returning to permanent rest and public remembrance.



*Figure 1: The "Homegoing Diagram" illustrates the need to symbolically reconnect the rediscovered African American remains to the African American Community of Newburgh by completing the Homegoing Path to the Memorial site at Downing Park. The path is a symbol of returning to permanent rest and public remembrance. (Enlargement in Additional Information)*



# PROJECT APPROACH



*Alsdorf Dance Hall Rooftop, 1900s*

## Principles of Approach

The hallmark of our Team approach to design is based on the following overriding principles: REVEAL, INSPIRE, SHAPE. Our intention for the approach of this project is to reveal erased history, inspire community and stakeholders through an inclusive and participatory process, and to shape the end product through collaborative participation. These guiding principles will serve as a basis for our entire process, from site investigation through construction.

## Revealing History

Our team will continue to explore the history of the original colored burial ground, the project site and the Newburgh African American History to develop a strong and layered foundation for the conceptual design. Our preliminary approach and understanding of the project is through the lens of the African American funeral tradition of Homegoing. The Homegoing path has allowed us to uncover and reconnect the stories of the African American community in Newburgh. Our team will complete the homegoing path to create a lasting legacy for Newburgh.

## Inspiring Team Collaboration and Community/Stakeholder Buy in

All stakeholders, consultants and the public are part of this collaborative team process. We understand the importance of transparency and clear lines of communication throughout the project schedule. The team will provide a consistent series of foundational and historical diagrams for feedback as a basis for conceptual designs. More importantly, a consistent face to face team meeting, In-Person and/or Zoom will ensure all team members are fully engaged during the design evolution.

## Shaping the Spaces

Building upon the collection of history through the homegoing path and the collaborative team process the team will be equipped to craft the required design options. These designs will be shaped into a final design.

## Flexibility and Adaptability

Our team excels at adjusting to the needs of the client and project partners. Given the sensitive needs of this project, we will keep an open mind and flexible schedule to allow for important conversations, research discoveries, stakeholder and City meetings and additional needs for the project identified throughout the process.



*Olmsted and Vaux plan of Downing Park.*



# PROJECT APPROACH

## Communication and Collaboration

Our team structure is based on a Principal-centered project approach with Studio HIP leading all aspects of the project and close collaboration with all involved parties. Our primary contact with the client on critical issues that may arise. With over 30 years of landscape architectural and management experience, Liz Hand-Fry's skills and leadership have contributed to the successful completion of complex and challenging projects. Jennifer Nitzky will lead project management to ensure that all tasks are coordinated, running smoothly, and that all tasks are completed on time according to project schedule. Glenn Smith will lead

We promote an honest dialogue based on existing site conditions, client goals, stakeholder needs, budgetary considerations and stewardship practices. We are committed to a collaborative design process. All pertinent communication from emails, phone calls, in-person meetings, and site visits will be documented and shared between all team members and client, and where applicable, available to stakeholders.



*Dimitri Kasterine's Wall of Portraits on the wall of the Ritz Theater in Newburgh, N.Y in Newburgh, N.Y*

## Technical & Implementation Strategies Expertise

Studio HIP was founded as a design collaborative which includes the disciplines of Landscape Architecture, Architecture, Environmental Education and Arboriculture. Our collective knowledge is based on extensive construction experience. We seek out the latest advances in materials and implementation technologies. We look to build and maintain long term relationships with experts in the fields of engineering, ecology, soils, horticulture, operations management and construction.



*Former Observatory in Downing Park*

## Project Process

### Task 1

#### Site Investigation and Context

Our first task of the project will be to map the relevant information from materials provided and documents/data obtained, at the same time we will begin the stakeholder and public engagement process to ensure information regarding the cultural history and project area is known. The community can provide the kind of valuable information only they can.

While we have already visited the site to better understand existing conditions, walking through Downing Park and the surrounding area with stakeholders will provide invaluable insight to fully evaluate existing context. We will conduct

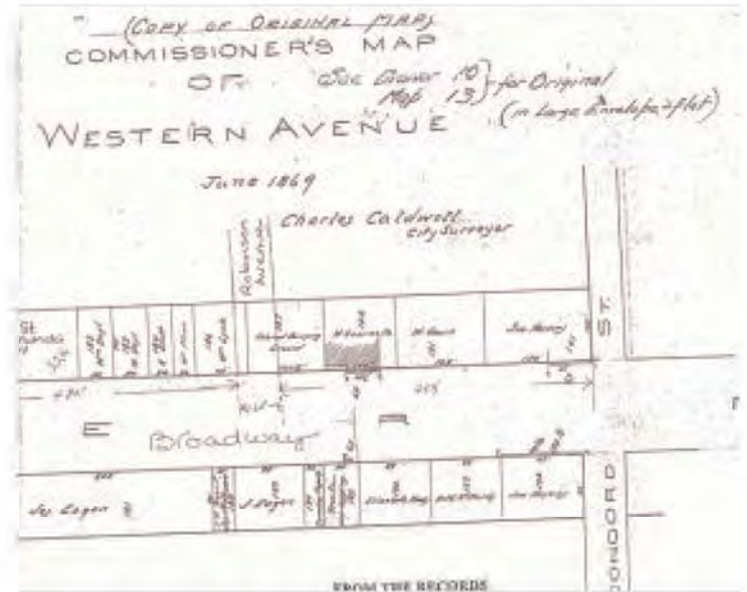


# PROJECT APPROACH

field visits immediately upon notice to proceed and do an assessment of existing features and prominent viewpoints, especially as the original intent of Downing Park as this is a place that typifies “borrowed view” with the sky as a constant memory. This is critical to ensuring a fundamental understanding of the project and to document relevant information that may be incorporated into the design from a perspective of the many layers of cultural, historical and environmental layers to this project.

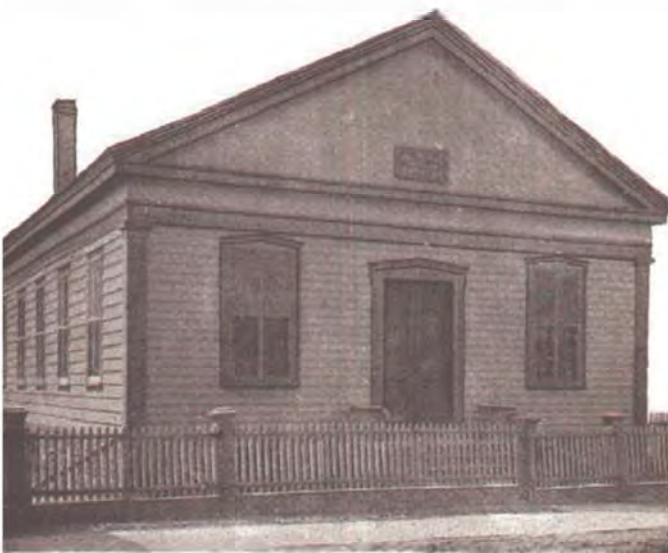
We understand that the existing trees in Downing Park play a significant role in framing views, providing respite and shade, and have historical connotation. Our in-house arborist, Jennifer Nitzky, will work with the survey team to provide an assessment of trees in and adjacent to the site area.

We believe that trees can have symbolic meaning to many people. Our goal is to ensure the health and safety of existing trees so they may continue to provide contemplative memory and continue to frame meaningful views.



## Cultural needs assessment

Our goal is to minimize adverse impacts on work of landscape architects that has potential for landmarking while also adding meaningful layers of cultural significance to those to be reinterred. Our team will delve into cultural and historical research in order to reveal the history of the original colored burial ground, the project site and the Newburgh African American History to develop a strong and layered foundation for the entire project process. Glenn LaRue Smith and Vinson Hustvedt-Camacho will lead this effort and work with available resources and our Cultural / Historical Consultant, Charles Birnbaum, to identify and assess cultural needs for this project, sensitively incorporating cultural needs of the Representatives of the Deceased and the City of Newburgh African American community at large. Through this collaboration we will identify ways to successfully incorporate the proposed area into the greater Downing Park plan cohesively and seamlessly compliment this historic site .



A.M.E. Zion Church

## Stakeholder Meetings and Community Visioning

Our team has honed our creative placemaking skills over the last 20+ years through development of projects in a process focused on creating and restoring ecological function and value to underutilized sites. Our ultimate goal is to maximize a site's potential by balancing environmentally sustainable, horticultural and artistic elements while promoting the communities to become actively engaged in the design of their neighborhood open space. Our team recognizes the complexity and opportunity in creating a constructive public design and planning process for this memorial park and reinterment area. For the project to be truly successful, and not just structurally feasible, it must bridge between overarching objectives and establish an outreach process that facilitates an enduring and substantive consensus between



# PROJECT APPROACH



*Kasterine's photographs are seen on the wall of the Ritz Theater in Newburgh, N.Y*

stakeholders. We pride ourselves on our commitment to community driven design and the ability to create public places that are inclusive for all.

A minimum of three stakeholder meetings, listening sessions and visioning exercises will be led by Glenn LaRue Smith who is a skilled and inspirational engagement leader capable of adapting to diverse participant needs. Meetings will be held as an open and inclusive dialogue to allow all stakeholders to participate in meaningful ways. Our team will collaborate closely with the City of Newburgh to identify specific project needs based on stakeholder meetings. We are very adept at remote video conferencing and presentations if in-person meetings are not feasible. The final deliverable for Task 1 will be a full site analysis package, cultural needs assessment document, and a recap document of all

stakeholder meetings. An arborist report will be included with Task 2 documents.

## Task 2

### Site Survey

Site survey will be scheduled immediately upon project award in order to have important site information at the beginning of schematic planning. Survey work will be done by Matrix, a growing woman-owned business with offices in New York, New Jersey, Connecticut, Arizona, and Louisiana, with project experience throughout the U.S. and Caribbean.

Matrix will conduct field operations necessary to prepare topographic and utility mapping suitable for design purposes at the location referenced above. The survey will be prepared in compliance with City of Newburgh requirements and specifications. The topographic and utility mapping will include the footprint of all buildings and other improvements and underground utilities within the survey limits shown in blue in Figure 1 below. Matrix will need full access to the property with parking for our vehicles.

Upon approval and notice to proceed, Matrix will request all available existing utility maps and record plans for the area to be surveyed from the City of Newburgh through the client. If existing drawings are not sufficient or available, a utility mark-out service provider may be needed to mark the utility locations on the ground with paint by utilizing Ground Penetrating Radar (GPR) and other specialized equipment. Matrix will then survey the mark-outs and add the underground utility locations to the mapping. A fee estimate for GPR service is included below. Matrix will contract a company to complete the underground utility investigation of the site only after the additional fee is approved.

Matrix will perform a topographic and utility survey within the limits shown below. Elevations will be included



*Existing site today*



# PROJECT APPROACH



View of Downing Park through the Pergola  
Photo by Charles A Birnbaum

on a 50-foot grid with sufficient additional elevations to reflect grade changes. Contours at a one-foot interval will be generated and shown on the survey. The survey will show roadways, buildings, walls, fences, paved areas, trees over 6" in caliper, entrance ways with finished floor elevation, and all other visible site improvements. Matrix will locate and show on the final plan all visible utility surface hardware and measured inverts to pipes for each manhole and catch basin found within the survey limits.

The horizontal and vertical datum will be referenced to NAD83 and NAVD88 respectively. If survey monuments are not recovered within the vicinity of the project, Matrix will utilize GNSS to perform two-hour static GNSS observations on two control points, on two separate days to establish horizontal and vertical survey control at the site. In addition to the control points, a benchmark will be established for elevation reference.

A topographic and utility survey map will be provided in pdf format and will include CADD files that conform to the latest City of Newburgh CADD standards. The survey will be signed and sealed by a licensed New York State land surveyor. All resources used for the topographic survey will be compiled, indexed, and scanned. A full copy of the reference materials will be provided to the client as a part of the final submittal upon request.

## Task 3

### Conceptual Plans

Compiling site investigation, assessments, research and findings from stakeholder meetings, our team will develop visioning goals that will inform our conceptual ideas. We will produce three conceptual plans that will include annotated site context plans, opportunities and constraints diagrams, renderings and vignettes along with precedent images. The conceptual design phase will be led by Vinson, collaborating with Studio HIP and production staff.

Stakeholder and City Staff meetings will be held to review concept plans, gather input and make decisions on a final direction for schematic plans. Our team is flexible in means for gathering input that will produce the most inclusive engagement methods. We are skilled at both in-person meetings, presentations and roundtable discussions as well as digital methods for collecting input such as online surveys and video or website presentations.

Once a preferred direction is identified, a final preferred plan for design refinement will be developed for the memorial park and reinterment area. The deliverable for Task 3 will be a package containing all conceptual plans, recap of all stakeholder meetings and community input and an annotated final pre-schematic direction plan.

## Task 4

### Schematic Plans

Graphic illustrations and plans are critical to providing a complete understanding of the design intent to stakeholders and clients. Our team excels at producing the appropriate graphic presentations to allow holistic understanding and decision making and have staff that are skilled with all the various tools, techniques



# PROJECT APPROACH



1894 Planting Plan of Downing Park by Olmsted, Olmsted and Eliot, Courtesy of the National Park Service, Frederick Law Olmsted National Historic Site

and programs needed to have the type of graphic representation needed.

We will provide several vignettes illustrating views from various points on the site to allow stakeholders, City representatives and the general public the ability to fully understand how the “borrowed views” will play an important part in the creation of a place of remembrance. As we intend to continue Olmsted and Vaux’s “View and Sky” theme of Downing Park, we will provide several vantage point views to identify the most compelling for the memorial site.

Details necessary for reinterment will be explored during this phase to inform design development and specifications needed. Any and all required permits and agency review documents will be identified during this phase in order to be prepared for materials needed for each review submission and to maintain the project schedule.

## Task 5

### Design Development

As we move the design plan through construction documentation, design intent and project visioning will be maintained as the framework for a higher level of design to sensitively detail out the elements that will elevate placemaking for this memorial park. Our team has extensive experience addressing site-specific design challenges with creative yet cost-effective solutions. Design Development will be led by Jennifer Nitzky who has the expertise and knowledge to effectively resolve all technical issues identified in the RFP, and to efficiently respond to issues that arise during the course of the project. Along with production staff, we have the means to quickly produce all necessary documentation to include construction document plans, details and written specifications.

During this phase we will ascertain the materials, methods, fixtures, and furnishings we will specify in the construction documents that govern installation. We will compile several options of each element or material through a series of digital material boards and can present actual material samples to review with the City and Stakeholders to make effective decisions.

Strategic planting design will play an important role in creating an appropriate landscape narrative. Native plant material will not only better complement the various ecological zones, but will prove to be more resilient to periods of intense heat and drought which will make the planting more sustainable, and lower maintenance costs by eliminating or reducing irrigation needs. Garden features within the park are park assets - we will promote the goal of sustainability by strategically locating the appropriate plants to provide a sense of reflection and respite while also keeping within



Location of reinterment area



# PROJECT APPROACH



*Sky and borrowed view as a constant memory*

the original historical intent of Downing Park, which capitalizes on the viewpoints. As part of the final design package we will not only generate recommendations, but strategies for helping to maintain these areas in a way that is practical and does not increase the demands of park staff.

Milestones per the project schedule will be set at the 60%, 90% and 100% stages of construction documents to be followed with client review with comments addressed in the following milestone. The final deliverable of a full construction bid set of drawings, specifications and necessary front end documents provided by the City. All files will be submitted in both digital and print format.

Upon completion of 60% construction documents, our Team will prepare any necessary agency review documents to include but not be limited to: Environmental Impact Statement (EIS), New York State Historic Preservation Office (SHPO) review, and Archeological review.

## Final bid document set

Our Team is extremely skilled and experienced at preparing bid document sets very quickly and accurately. Production staff at Studio HIP prepares an average of seven bid document sets a year that quickly move to bidding. We instill a clear in-house quality control method that includes both Principal in Charge and Design Director review to ensure accuracy of all drawings and documents. We also work closely with our clients to provide bidding and contractor selection consultation. This is evidenced through the successful construction of over 200 sites in the greater New York area.

## Task 6

### Construction Support Services

Our approach to the construction process is one of creating an environment of collaboration. We work closely with the Contractors in order to make their work more productive and successful by communicating several times a week and discussing field conditions swiftly as they arise on site. This keeps the project on schedule and it creates a dynamic and respectful relationship. Being considerate of the Contractors needs and schedule is also important so that the project runs smoother and project can be completed efficiently. Being flexible and considerate of the issues that arise during construction also helps immensely with a smoothly run project. Liz Hand-Fry will lead all construction related services including site visits, contractor and client correspondence and construction documentation.

Keeping tabs on the budget, approving change orders swiftly and processing payments in a timely fashion helps keep the process moving along. It all comes down to being able to communicate clearly with a fair mind. We are reliably available to support this project during construction to ensure the project is built to their needs and expectations.



# PROJECT TEAM AND EXPERIENCE



**Elizabeth Hand-Fry, RLA, ASLA**  
**Principal Landscape Architect-Owner**  
**Studio HIP**

Roles: Project Oversight, Construction Management, Community Engagement



**Jennifer L. Nitzky, RLA, ASLA, ISA**  
**Senior Landscape Architect, Arborist**  
**Studio HIP**

Roles: Landscape Design, Arborist Services, Community Engagement



**Glenn LaRue Smith, FASLA**  
**Co-Founder, Senior Principal**  
**PUSH Studio**

Roles: Cultural / Interpretive Visioning, Cultural Landscape Design, Community Engagement



**Vinson J. Hustvedt-Camacho, Assoc. AIA**  
**Co-Founder, Managing Principal**  
**PUSH Studio**

Roles: Interpretive Visioning, Site Design, Community Engagement



**Charles A. Birnbaum, FASLA, FAAR**  
**Founder, President & CEO**  
**The Cultural Landscape Foundation**

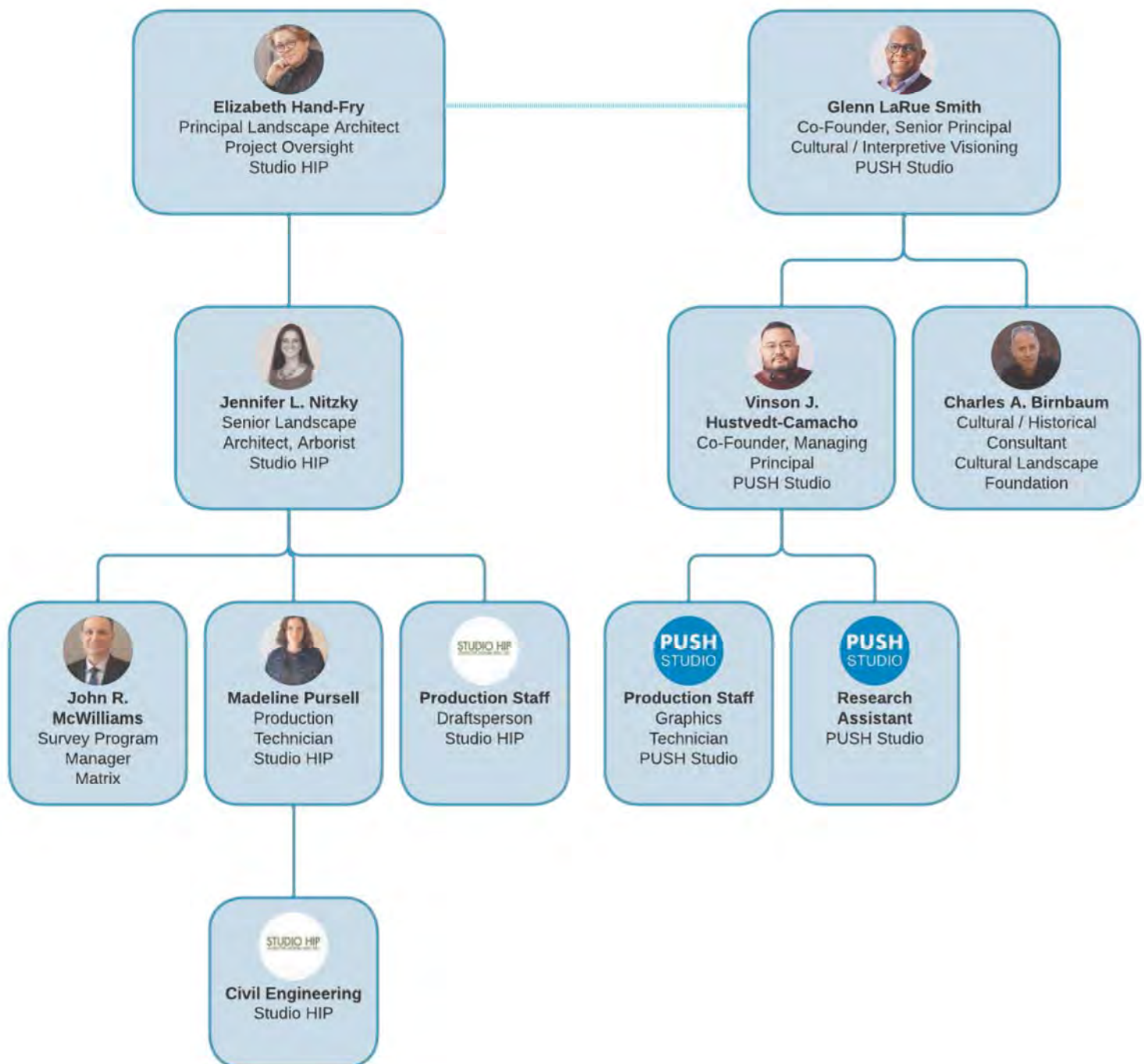
Roles: Cultural / Historical Consultant



# PROJECT TEAM ORGANIZATION

## The Team Structure

The team is comprised of a Woman-Owned New York based landscape architecture firm as the prime consultant and a Black-Owned Washington DC-based landscape and urban design firm. The collaboration brings experience in cultural landscape and urban design. Our Cultural / Historical Consultant brings an intimate account of the site history and immense cultural research. Our survey team, Matrix, is a Women-owned, New York based firm with full capabilities to handle sensitive sites. Additional team members will provide experience as consultants, civil engineering and project production.





### THE STAFFORD COUNTY ARMED SERVICES MEMORIAL - Stafford, VA

The Stafford Armed Services Memorial Commission's goal was to facilitate the design and construction of a memorial that provided a place for families and citizens to honor the fallen from all United States wars. The PUSH studio concept, Marching for Freedom, draws inspiration from the branches of Military Service and the common thread of marching in cadence and formation. The memorial signifies this marching in formation to physically depict the many wars in which Stafford County citizens have served, securing national and international freedom. The war monuments marched uphill on site following the natural topography. A silhouette of fighting soldiers etched on a large marble surface creates the terminus of the march at the highest elevation of the site.



**Status:** Built / 2017 **Sponsor:** The Stafford Armed Services memorial Commission **Location:** Stafford, VA - County Government Center **Team:** Vinson J. Camacho, Principal-in-charge Glenn LaRue Smith, Principal Collaboration: Rick Burroughs, KLINE Memorial



### Harriet Tubman Sculpture & Plaza- Cambridge, MD

The Harriet Tubman sculpture, "Beacon of Hope" will be centrally located on an elliptical plaza. The bronze sculpture of Harriet Tubman leading the way to freedom is topped with a beacon facing North. The plaza design emphasizes the cardinal direction by locating the dark red commemorative bricks, engraved with the names of formerly enslaved Dorchester County residents, as well as supporters of the project along the two axis. The plaza areas between the two axis will be paved with large format gray concrete paver and edged with granite belgian blocks.



Images: Wesley Wofford-FNSS Wofford Sculpture Studio

**Status:** In Progress 2022 **Client:** Alpha Genesis CDC **Location:** Cambridge, MD **Project Team:** Glenn LaRue Smith, Principal-in-charge  
Vinson Hustvedt-Camacho, Design Principal





## PS 152K, BROOKLYN, NY DESIGN AND CONSTRUCTION SUPERVISION SERVICES

Located in Brooklyn's most diverse neighborhoods, Public School 152/315 Community Playground is a vibrant model of sustainable, equitable community-led design. An underutilized asphalt schoolyard was transformed into a dynamic new community park through a unique participatory design process. This collaborative effort partnered landscape architects and environmental educators with students, teachers and community stakeholders in a three-month design process allowing this neighborhood to be active participants in the design of their new park. This new playground manages a million gallons of stormwater annually through learning gardens, outdoor classrooms, permeable pavers and a synthetic turf field that captures and infiltrates stormwater. This participatory design inspires the next generation of environmental stewards as students become the designers, learning about sustainable and resilient design.

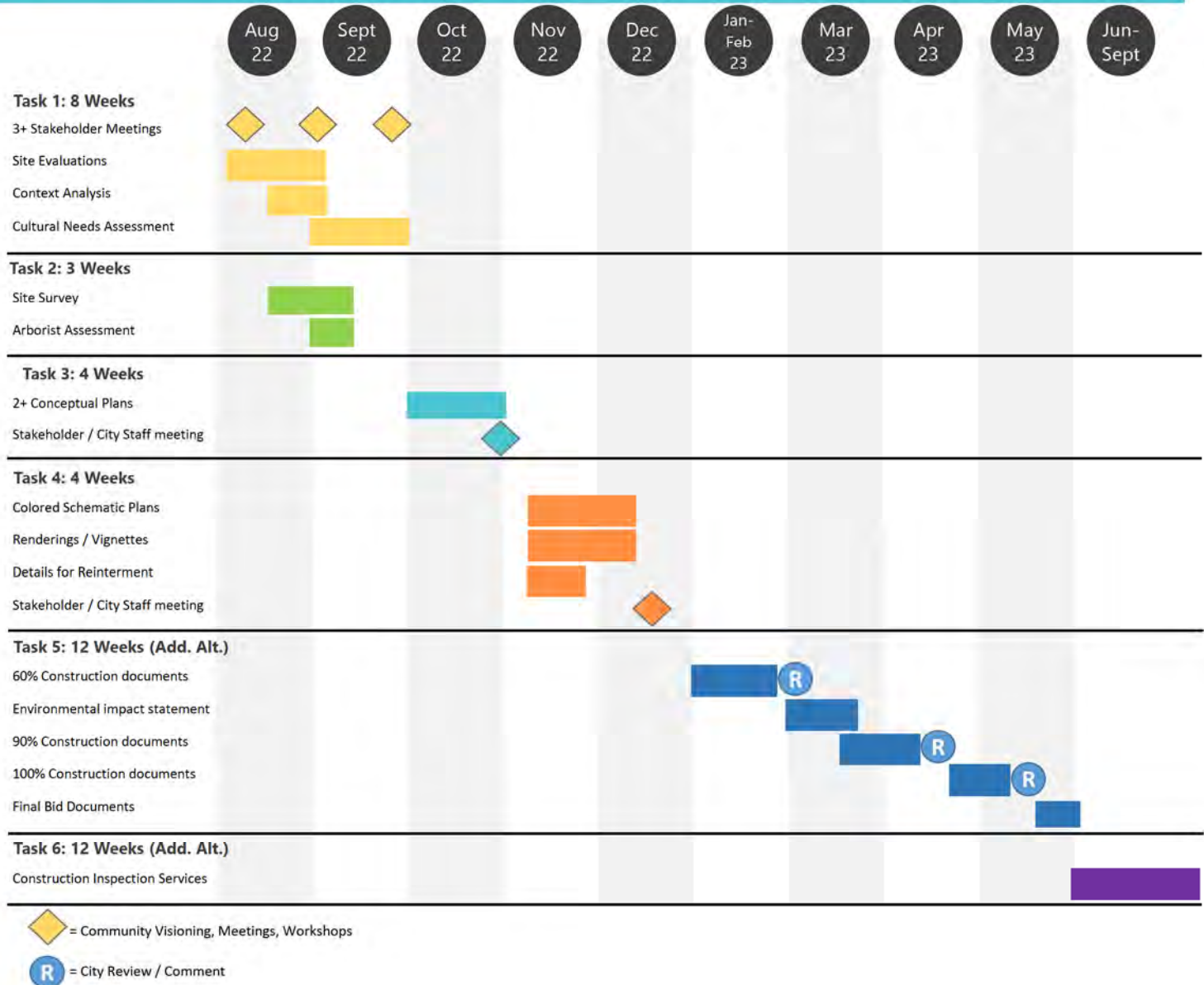
This project received the 2021 Honor Award for Community Impact by the American Society of Landscape Architects, New York Chapter, and was featured on the cover of Landscape Architecture Specifier News.



# PROJECT SCHEDULE

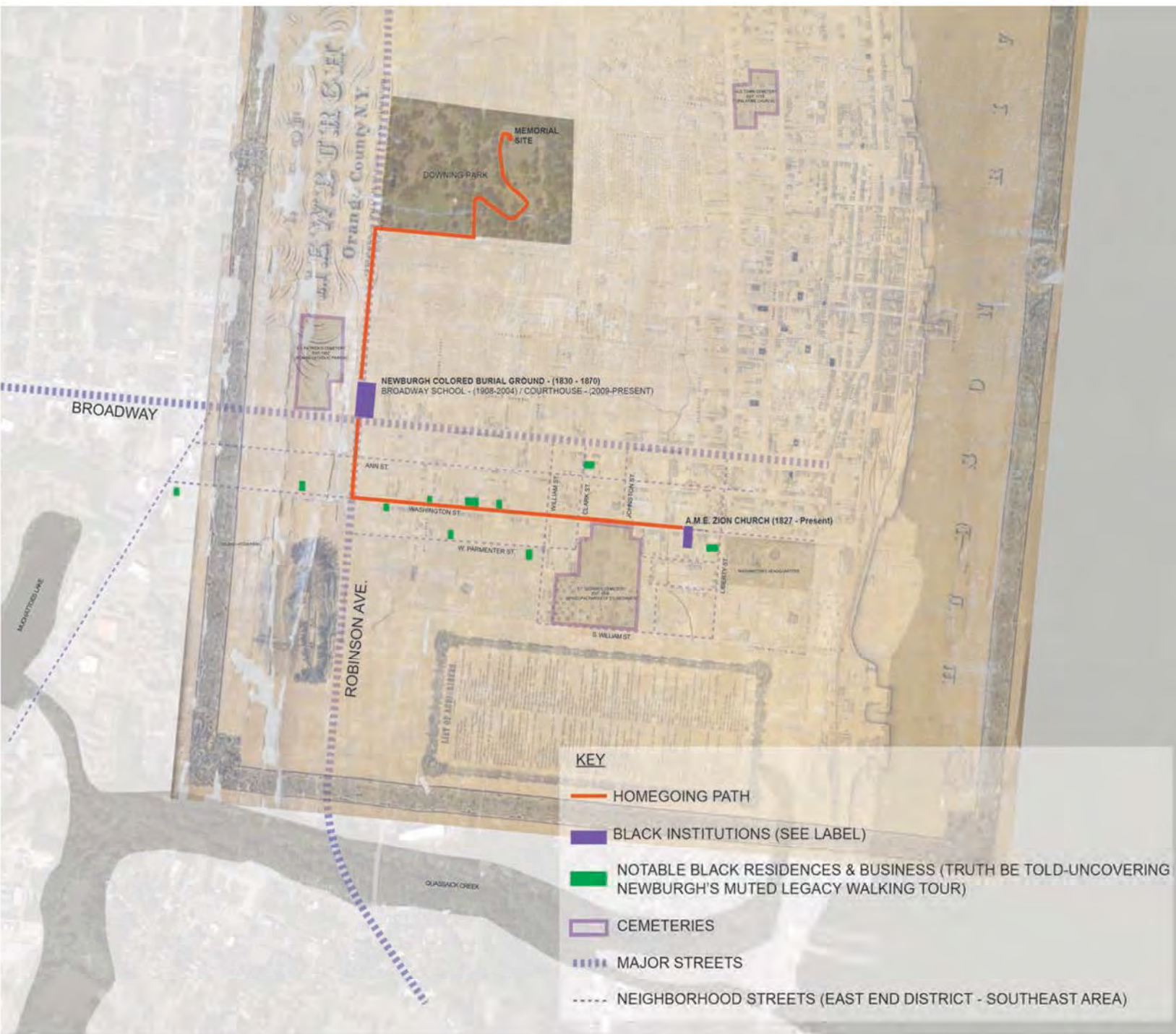
## Downing Park memorial park and reinterment area

City of Newburgh





# ADDITIONAL INFORMATION: HOMEGOING DIAGRAM



The "Homegoing Diagram" illustrates the need to symbolically reconnect the rediscovered African American remains to the African American Community of Newburgh by completing the Homegoing Path to the Memorial site at Downing Park. The path is a symbol of returning to permanent rest and public remembrance.



# COST PROPOSAL

| FEE TABLE PER TASK      |                                                                                                                                                  |                    |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| TASK                    | Description                                                                                                                                      | Proposed Fee       |
| <b>Task 1</b>           | <b>Meet with the stakeholder group and City staff and gather input on design ideas. and develop a schematic plan for the memorial park area.</b> |                    |
|                         | 3+ stakeholder meetings                                                                                                                          | \$10,368.00        |
|                         | Site evaluations / analysis; incorporation of proposed area into greater park                                                                    | \$9,612.00         |
|                         | Cultural Needs Assessment                                                                                                                        | \$4,487.00         |
|                         | Historical research                                                                                                                              | \$5,016.00         |
|                         | <b>TASK 1 SUBTOTAL (Not to Exceed)</b>                                                                                                           | <b>\$29,483.00</b> |
| <b>Task 2</b>           | <b>Undertake survey which the design shall be based upon</b>                                                                                     |                    |
|                         | Site Survey Admin                                                                                                                                | \$1,719.00         |
|                         | Arborists / horticultural survey                                                                                                                 | \$3,194.00         |
|                         | Surveyor                                                                                                                                         | \$11,000.00        |
|                         | <b>TASK 2 SUBTOTAL (Not to Exceed)</b>                                                                                                           | <b>\$15,913.00</b> |
| <b>Task 3</b>           | <b>Develop two design schematics for review</b>                                                                                                  |                    |
|                         | Draft conceptual plans (2 minimum)                                                                                                               | \$10,188.00        |
|                         | Stakeholder review meeting                                                                                                                       | \$4,008.00         |
|                         | Final concept plans (2 minimum)                                                                                                                  | \$7,292.00         |
|                         | <b>TASK 3 SUBTOTAL (Not to Exceed)</b>                                                                                                           | <b>\$21,488.00</b> |
| <b>Task 4</b>           | <b>Prepare visual aids to assist the stakeholder group and City staff present the project to the greater public.</b>                             |                    |
|                         | Renderings                                                                                                                                       | \$4,581.00         |
|                         | Vignettes / 3D views                                                                                                                             | \$5,397.00         |
|                         | Details/ reinterment details                                                                                                                     |                    |
|                         | <b>TASK 4 SUBTOTAL (Not to Exceed)</b>                                                                                                           | <b>\$9,978.00</b>  |
|                         | <b>TOTAL TASKS 1-4</b>                                                                                                                           | <b>\$76,862.00</b> |
| <b>Task 5 - ADD ALT</b> | <b>Prepare necessary Bid Documents including undertaking necessary environmental review</b>                                                      |                    |
|                         | 60% Final plans, specifications                                                                                                                  | \$12,416.00        |
|                         | 90% Final plans, specifications                                                                                                                  | \$6,760.00         |
|                         | 100% Final plans, specifications                                                                                                                 | \$7,108.00         |
|                         | Bid Documents                                                                                                                                    | \$9,456.00         |
|                         | Environmental Review Documents                                                                                                                   | \$3,520.00         |
|                         | <b>TASK 5 SUBTOTAL (Not to Exceed)</b>                                                                                                           | <b>\$39,260.00</b> |
| <b>Task 6 - ADD ALT</b> | <b>Provide construction inspection services</b>                                                                                                  |                    |
|                         |                                                                                                                                                  | \$10,142.00        |
|                         |                                                                                                                                                  |                    |
|                         | <b>TASK 6 SUBTOTAL (Not to Exceed)</b>                                                                                                           | <b>\$10,142.00</b> |

**TOTAL WITHOUT ADD ALT: \$76,862.00**

| PROJECT FEE TABLE     |                                  |                    |
|-----------------------|----------------------------------|--------------------|
| Phase                 | Description                      | Proposed Fee       |
| TOTAL FEE FOR SERVICE |                                  | \$76,862.00        |
| REIMBURSABLES         | Printing- Direct Reimbursables   | \$2,500.00         |
|                       | Travel (miles, parking, tolls)   | \$3,500.00         |
| <b>TOTAL FEE</b>      | <b>Including Add. Alt. Items</b> | <b>\$82,862.00</b> |



## CONTENTS

### PROJECT TEAM RESUMES

.....

Elizabeth hand-fry  
Jennifer Nitzky  
Glenn LaRue Smith  
Vinson J. Hustvedt-Camacho  
Charles A. Birnbaum  
John R. McWilliams

### REFERENCES

.....

### ADDITIONAL PROJECT EXPERIENCE

.....





**Elizabeth Hand-Fry, RLA, ASLA**  
**Principal Landscape Architect-Owner**

Elizabeth Hand-Fry, Landscape Architect brings over 40 years of landscape architecture and construction experience to Studio HIP. She is committed to designing sustainable landscapes, producing innovative designs and achieving client goals through ongoing communication and technical expertise. Her construction and nursery experience enable her to successfully implement projects seeing them through execution, while solving construction issues and responding to the clients' budgetary needs. She is a committed team player that ensures goals are accomplished while maintaining the design intent from concept through construction and is a proficient communicator during all phases of design and construction including submittals, change orders and site observations.

Elizabeth has coordinated various disciplines and has supervised and managed the design and construction of urban parks and plazas, commercial projects, recreational facilities, housing for the homeless (H.E.L.P. Houses in Brooklyn and Greenburgh, NY) and wide range of residential housing throughout New England. In the public sector, she spent several years working with the New York City Parks Department designing parks, playgrounds and sports facilities, and became familiar with the city governmental processes; she was responsible for more than \$30 million in construction budgets. She represented the Department of Parks on issues relating to capital design, city and state agencies, Community Boards, the Public Design Commission and the Landmarks Commission, including projects in New York's Central Park, the New York City Zoos and Duke Ellington Memorial Plaza.

**Education**

BS of Landscape Architecture  
Penn State University, 1980

School of Visual Arts, New York City 1981

**Professional Certifications**

Registered in New York and Connecticut

**Experience**

Studio HIP, New York, NY  
Principal Landscape Architect  
May 2016- Present

Elizabeth Hand-Fry, Ossining, NY  
Residential Landscape Architecture  
April 1996-present

The Glen Gate Company Wilton, CT.  
Senior Landscape Architect  
In charge of Design and Sales  
1996-1999

Matterhorn Nursery, Spring Valley, N.Y.  
Senior Landscape Architect  
charge of Design and Sales  
1993-1996

ESI Design , New York City  
Consulting Landscape Arch. For  
Ben and Jerry's museum exhibit  
1995

Mark K. Morrison Associates, New York, NY  
Landscape Architect in Charge of Production  
1986-1992

Clarke and Rapuano, P.C. , New York, NY  
Landscape Architect, 1984-1986

New York City Dept. of Parks and Recreation  
– In charge of the Borough of Queens Design  
Department Landscape Architect  
1982-1984

Adler, Caruso & Young, PC, Nanuet, N.Y.  
Survey Prep and Site Planning  
1980-1982





**Jennifer L. Nitzky, RLA, ASLA, ISA**  
**Senior Landscape Architect, Arborist**

Jennifer is a Registered Landscape Architect and ISA Certified Arborist with over 20 years of experience in urban planning and design, parks and recreational design, playgrounds, green roofs and campus design. She is skilled in a community-oriented planning and design process, leading workshops, design charrettes and hands-on activities, and has extensive experience working with city agencies. As lead designer and project manager for a wide range of projects from concept through construction, she has the ability to identify the greater contextual vision of a project and develop the intricate details to make the project a reality.

Key projects Jennifer has led include Bronx Community College Quad, Highland Park Ridgewood Reservoir Masterplan and Greenway in Queens, and JFK Airport Green Roof Design Guidelines. Since 2002, she has been involved in the development of over 200 playgrounds for the Trust for Public Land's NYC Playgrounds Program from participatory design through construction administration. These new playgrounds are focused on green infrastructure and included permeable pavement, rain gardens, and large turf areas for stormwater collection.

She is passionate about expanding awareness of the profession and is a strong advocate for landscape and environmental issues. She has been actively involved in ASLA serving as is a 2-term past president of ASLA-NY and current Trustee. She is Vice President of the Fine Arts Federation of NY, a member of the NYC Pollinator Working Group, and is an Urban Design Forum Fellow.

**Education**

Master of Landscape Architecture  
Ball State University, 1997

Polyarch XII Study Abroad Program, 1995

Bachelor of Science in Architectural Design,  
Specialization in Graphic Design  
Bowling Green State University, 1993

**Professional Certifications**

Registered Landscape Architect, NY,  
(002353)  
International Society of Arboriculture (ISA)  
Certified Arborist, NY-5749A

**Experience**

Studio HIP  
Design Principal, New York, NY  
November 2019 – Present

B. Thayer Associates  
Vice President, Landscape Architecture Studio  
Director, New York, NY 2018 – 2019

New York Botanical Garden  
Instructor, Landscape Graphics, Professional  
Practice; New York, NY 2018 – 2019

Jennifer L. Nitzky, Landscape Architect  
Landscape design, arborist services  
New York, NY 2018

Stantec  
Associate, Senior Landscape Architect,  
Arborist  
New York, NY 2017-2018

Robert A.M. Stern Architects  
Associate, Senior Landscape Architect,  
Arborist  
New York, NY 2013 - 2017

Mark K. Morrison Landscape Architecture PC  
Senior Landscape Architect, Arborist  
New York, NY 2002-2013

SmithGroup JJR  
Landscape Designer, Site Planner  
Chicago, Illinois 2000-2002

Camiros, Ltd.  
Landscape / Urban Designer  
Chicago, Illinois 1997-2000

**Selected Project Awards**

2021 ASLA-NY Honor Award: PS 152 / 315K Community  
Playground

2013 Finalist in Super Sky Scrapers Competition: Vertical Farm &  
Botanical Garden SkyScraper - Seoul, Korea

2008 ASLA-NY Merit Award: New York City Playgrounds Program

2005 ASLA-NY Honor Award: Southpoint Park Master Plan,  
Roosevelt Island, NY

2001 Illinois Chapter American Society of Landscape Architects,  
Honor Award: South Lakefront Framework Plan, Jackson Park &  
South Shore Cultural Center, Chicago, Illinois





## Landscape Design Urbanism

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### Glenn LaRue Smith, FASLA Co-Founder, Senior Principal



Glenn LaRue Smith, FASLA, is Principal and Co-Founder of PUSH studio, LLC in Washington, DC. He has built an urbanism career inspired by the intersection of landscape and architecture for over thirty-eight years. As an application of this urbanism passion, Smith has worked on projects ranging from urban waterfronts and community redevelopment to community playgrounds and most recently memorial design. His leadership experience has included positions as Acting Deputy Director of the Prince George's County, Maryland Redevelopment Authority and academic landscape architecture Chairmanships at Florida A&M University and Morgan State University. He has also held teaching positions at Columbia University, City College of New York, Rutgers University, and the University of Michigan.

Smith holds an MLA from The University of Michigan, BLA from Mississippi State University, and is a Loeb Fellow-Harvard Graduate School of Design (GSD). Smith is Founder of the Black Landscape Architects Network (BlackLAN), a nonprofit organization supporting Black students and professionals through scholarships and mentorship.

#### EDUCATION

**MLA**, University of Michigan-Ann Arbor, School of Natural Resources and Environment, Department of Landscape Architecture (1982)

**BLA**, Mississippi State University, College of Horticulture, Landscape Architecture Program, (1974)

#### PROFESSIONAL EXPERIENCE

**Senior Principal**, PUSH studio, LLC, Washington DC (2013-Present)

**Principal**, Smith + Murray studios, Inc., Washington, DC, (2009 - 2013)

**Chair**, Landscape Architecture Department, School of Architecture and Planning, Morgan State University, Baltimore, Maryland, (2005 - 2011)

**Principal**, G. Smith Studio, LLC, Washington, DC, (2004 - 2009)

**Acting Deputy Director**, Redevelopment Authority of Prince George's County, MD, (2003 - 2004)

**Deputy Chief**, Redevelopment Authority of Prince George's County, MD, (2002 - 2003)

**Principal**, Glenn L. Smith Consulting, New York, NY, (1999 - 2001)

**Visiting Associate Professor & Interim Director**, Landscape Architecture Graduate Program, School of Architecture, Florida A & M University, Tallahassee, (1997 - 1998)

**Acting Director of Landscape Design**, Hellmuth, Obata & Kassabaum, San Francisco, CA, (1990)

**Principal**, Glenn L. Smith Consulting: Oakland, CA, (1984 - 1989)

**Project Designer**, Hellmuth, Obata & Kassabaum and E.D.A.W., San Francisco, CA, (1984)

**Project Manager**, Cashio, Cochran, Torre/Design Consortium, New Orleans, LA, (1982 - 1983)

**Project Manager**, Royston, Hanamoto, Alley & Abey, Mill Valley, CA, (1980 - 1982)

**Project Manager**, U.S. Army Corps of Engineers, Vicksburg, MS District Office, (1975 - 1977)

#### HONORS

**Dumbarton Oaks / Mellon Fellow**, Spring - 2022

**Fellow**, American Society of Landscape Architects - 2021

**Loeb Fellow**, Loeb Fellowship in Advanced Environmental Studies, Harvard Graduate School of Design, Cambridge, MA, 1996 - 1997

**President**, New York Chapter, American Society of Landscape Architects, New York, NY, (1995 - 1996)

#### MEMBERSHIPS AND AFFILIATIONS

**American Society of Landscape Architects (ASLA)** - Member

**Green Spaces for DC** - Advisory Committee Member

**Urban Design Forum** - Fellow

**Lambda Alpha International (LAI)** - Fellow

#### SELECTED PROJECTS

**Forest Hills Park - Washington, DC** - A redesign of the park layout, new playground equipment and theme guided concept based on community workshops.

**Rose Park - Washington, DC** - A community based collaborative concept for a redesign of playground equipment, tot lot, pedestrian and bicycle paths.

**Serenity Park - Bronx, NY** - open space related to new women's transitional housing, including tot-lot and passive spaces.

**City of Duquesne / City of McKeesport Comprehensive Plan, Zoning SALDO Ordinance - Duquesne / McKeesport, PA** - The development of a cooperative urban design guideline component of the Comprehensive plan influenced by a series of community workshops.

**1200 Center Avenue Feasibility Study - Holly Hill, FL** - A 25 acre feasibility study driven by a focused community engagement process to revitalize the former middle-school buildings and lot owned by the city.



# PUSH STUDIO

## Landscape Design Urbanism

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### Vinson J. Hustvedt-Camacho, Assoc. AIA Co-Founder, Managing Principal



Vinson-Bert J. Hustvedt-Camacho, principal and Co-Founder of PUSH studio, LLC in Washington, DC has a devotion to interdisciplinary design efforts, focusing on the 'multi-layered' built environment. He is inspired by the public, urban, social, and human issues that construct the modern built-environment and welcomes the opportunity to engage and collaborate on visionary spaces and places.

At all scales, Hustvedt-Camacho pushes a place specific methodology for designing spaces and places that invest in the idea of cultural forms and social justice as a means of engaging a more personal, equitable and interactive environments.

Hustvedt-Camacho enhances PUSH studio services with over 20 years of private practice experience in architecture, landscape architecture and urban design.

#### EDUCATION

**MARCH**, (with a concentration in Urban Design), Catholic University Of America- Washington, DC, School of Architecture & Planning (2008)

**BARCH**, University of Florida-Gainesville, College of Design, Construction and Planning, School of Architecture (2001)

#### PROFESSIONAL EXPERIENCE

**Managing Principal**, PUSH studio, LLC., Washington, DC (2013-Present)

**Associate Designer**, Smith + Murray Studios Inc., Washington, DC (2009-2013)

**Associate Designer**, Nir Buras Classical Consulting, Washington, DC (2008)

**Associate Designer**, Cunningham + Quill Architects PLLC Washington D.C. (2007)

**Founder, Principal**, Camacho Designs Inc., Jacksonville, FL (2005-2006)

**Associate Designer (contract)**, Lazo Designs, Inc., Jacksonville Beach, FL (2004-2005)

**Associate Designer**, Cronk Duch Architecture, Jacksonville, FL (2004)

**Associate Designer**, James R. McCue & Associates, Jacksonville Beach, FL (2003-2004)

**Intern**, William Leuthold Architect, Jacksonville, FL (2002-2003)

Dawson and Associates, Jacksonville, FL (2001 - 2003)

#### HONORS

The Henry Adams Medal and Certificate of Merit in Architecture - The American Institute of Architects (AIA) Scholastic Award, (2008)

Honorable Mention-Papal Visit Design Competition (2008)

Honorable Mention-AIA Inter-School Student Design Competition (2007)

Cum Laude Graduate-University of Florida (2001)

#### MEMBERSHIPS AND AFFILIATIONS

Tau Sigma Delta-Honor Society in Architecture & Allied Arts, Beta Phi Chapter

American Institute of Architects (AIA) Northern Virginia-Associate Member

National Organization of Minority Architects (NOMA) - Washington, DC - Member

Christopher Kelley Leadership Development Program (CKLDP) - 2015-2016 Scholar

Young Architects Academy 2018 - Alumni

#### SELECTED PROJECTS

**Forest Hills Park - Washington, DC** - A redesign of the park layout, new playground equipment and theme guided concept based on community workshops.

**Rose Park - Washington, DC** - A community based collaborative concept for a redesign of playground equipment, tot lot, pedestrian and bicycle paths.

**City of Duquesne / City of McKeesport Comprehensive Plan, Zoning SALDO Ordinance - Duquesne / McKeesport, PA** - The development of a cooperative urban design guideline component of the Comprehensive plan influenced by a series of community workshops.

**1200 Center Avenue Feasibility Study - Holly Hill, FL** - A 25 acre feasibility study driven by a focused community engagement process to revitalize the former middle-school buildings and lot owned by the city.

**East Eustis Community Redevelopment Area Master Plan - Eustis, FL** - The development and implementation of a neighborhood guided master plan that consist of a gateway pocket park, streetscape and a 1 acre park.





The Cultural Landscape Foundation  
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Washington, DC 20009  
(202) 483-0553



**Charles A. Birnbaum, FASLA, FAAR**  
**President & CEO**  
**The Cultural Landscape Foundation**

Charles A. Birnbaum, FASLA, FAAR, is Founder, President & CEO of The Cultural Landscape Foundation (TCLF). Prior to creating TCLF, he spent 15 years as Coordinator, National Park Service Historic Landscape Initiative and a decade in private practice in NYC with a focus on landscape preservation and urban design. (During this time, he worked on a number of Olmsted-designed landscapes including several projects for Newburgh's Downing Park with Patricia M. O'Donnell)

Birnbaum has authored/edited numerous publications including *Experiencing Olmsted* (Timberpress, forthcoming Fall 2022), *Modern Landscapes: Transition and Transformation* (Princeton Press), *Shaping the American Landscape* (UVA Press), *Design with Culture* (UVA Press), *Preserving Modern Landscape Architecture* (Spacemaker Press), and the forthcoming *Experiencing Olmsted* (Timberpress). Birnbaum was a Loeb Fellow at Harvard's GSD, and a Rome Prize recipient. He was awarded ASLA's LaGasse Medal in 2008, President's Medal in 2009 and the ASLA Medal (The Society's highest honor in 2018). He served as a Lecturer in Landscape Architecture at Harvard's GSD (2020-), Visiting Professor at Columbia University's Graduate School of Architecture (2011-16), and the Glimcher Distinguished Professor, Ohio State University (2007). From 2010-18 was a frequent contributor to The Huffington Post. In 2021, TCLF unveiled The Cornelia Hahn Oberlander International Prize in Landscape Architecture, a permanently endowed Prize with a \$100,000 purse.



**JOHN MCWILLIAMS, PLS**  
**Survey Program Manager**  
**Matrix New World Engineering**

#### **Professional Qualifications**

John McWilliams has more than 35 years of surveying experience, including management of right-of-way and acquisition mapping, high-precision control surveys, and boundary, utility, topographic, and design surveys for public and private clients. His experience includes providing surveying construction support services for large commercial projects, as well as for smaller community projects and completing topographic and utility surveys for major roadway and sewer improvements throughout the New York metropolitan area. Mr. McWilliams is a New York State licensed land surveyor.

#### **Education**

Construction Technology, SUNY Farmingdale  
Civil Engineering Technology, Nassau Community College

#### **Professional Experience**

**NYCDPR Riverside Park Drainage System, Manhattan, NY** – Survey Project Manager responsible for production of topographical and utility mapping for over 270 acres of Riverside Park in the Borough of Manhattan. Record information was gathered from multiple sources and compiled into a GIS database, which was utilized by our field crews to locate and investigate over 1000 storm water and combined system structures. The finished mapping will aid design efforts to identify drainage failures and propose cost-effective opportunities for improvements.

**New York Public Library Sidewalk Restoration Survey, New York, NY** – Project manager for restoration of sidewalk at the Stephen A. Schwarzman Building of the New York Public Library (NYPL), a world-renowned historic landmark that, with adjacent Bryant Park, serves as one of the most important public open spaces in New York City. As part of a wider restoration program, the NYPL is investing in sidewalk and curb reconstruction, accessibility improvements, and pavement reconstruction. Under previous employ, John was contracted to provide a boundary, topographic, utility and right-of-way survey of the perimeter of the library and park parcels. The limits of the survey extended from just inside the property lines to the opposite curbs; an area encompassing approximately 2,800 linear feet of one of the most heavily traveled pedestrian corridors in the City. The design team required a full laser scan of the area to assess the impact of their design on existing features. Due to the high volume of vehicular and pedestrian traffic in the vicinity, most of the field work was performed at night. John and his team established a survey control network utilizing conventional instrumentation and then performed extensive overlapping laser scans of the project area. Scan data was processed with SCENE software, and the resultant point cloud enabled a conventional survey prepared to NYCDOT specifications to be finalized. The point cloud itself was provided to the design team in ReCap format.

**NYCEDC Charleston Environmental, Staten Island, NY** – To aid a court-mandated environmental impact statement, Mr. McWilliams served as project manager, leading a team in the performance of a boundary survey of the entire parcel. Extensive research on the parent tract and each of the adjoining parcels was performed. Historic record documents were analyzed and compared to existing field evidence, with close attention being paid to discrepancies and other possible boundary issues. Once the boundary determination was completed, legal descriptions of all the proposed lots were prepared. Included in the survey was detailed topography of any areas around the perimeter of the site that had changed since the previous survey; a tree survey of the entire site, including all trees more than four inches in caliper; and survey mapping of extensive wetland flagging.

**SUNY Stony Brook Topographic and Utility Survey, Stony Brook, NY** – Project Manager for topographic surveys and utility inventories of 6,500 linear feet of roadway at the SUNY Stony Brook campus. The survey team created a horizontal control network throughout the campus using GPS and conventional total station traversing techniques. Multiple sets of inter-visible coordinate pairs were established via GPS observations. A conventional closed traverse that encompassed all points was completed and the horizontal positions were adjusted to the New York State Plane Coordinate System. On-site elevations were generated by differential leveling from benchmarks previously established on campus. Detailed topographic mapping of the work area was then undertaken. All major improvements were located, along with enough topographic data to generate contours on a one-foot interval from a digital terrain model (DTM). Utility mark-outs were located, and a detailed utility inventory was performed. All sanitary and drainage structures were accessed by the survey staff. Invert elevations, pipe diameter and type, direction of flow and general condition of the structures were observed and recorded. Multiple generations of record plans from various sources were reconciled with data collected in the field to determine the location of various utility lines, both functional and abandoned.



**JOHN MCWILLIAMS, PLS**  
**Survey Program Manager**  
**Matrix New World Engineering**

**SUNY Old Westbury Topographic and Utility Survey, Old Westbury, NY** – Project Manager for topographic surveys and utility inventories for 17,000 linear feet of roadway on the SUNY Old Westbury campus. The survey team created a horizontal control network throughout the campus using GPS and conventional total station traversing techniques. Multiple sets of inter-visible coordinate pairs were established via GPS observations. A conventional closed traverse that encompassed all points was completed and the horizontal positions were adjusted to the New York State Plane Coordinate System. On-site elevations were generated by differential leveling from GPS derived benchmarks. Detailed topographic mapping of the work area was then undertaken. All major improvements were located, along with enough topographic data to generate contours on a one-foot interval from a digital terrain model (DTM). Utility mark-outs were located, and a detailed utility inventory was performed. All sanitary and drainage structures were accessed by survey staff. Invert elevations, pipe diameter and type, direction of flow and general condition of the structure were observed and recorded. Multiple generations of record plans from various sources were reconciled with data collected in the field to determine the location of various utility lines, both functional and abandoned.

**SUNY Farmingdale Topographic Survey and Utility Work, Farmingdale, NY** – Survey Project Manager for a detailed topographic survey and utility inventory of 7.5 acres of the SUNY Farmingdale campus. Survey crews created a horizontal control network across the campus using GPS and conventional total station traversing techniques. Two sets of inter-visible coordinate pairs were established via GPS observations. A conventional closed traverse that encompassed all four points was run and the horizontal positions were adjusted to the New York State Plane Coordinate System. On-site elevations were generated by conventional differential leveling from elevations previously established on the campus across the horizontal control network with a check-in to other existing control elevations and a detailed topographic study of the work area completed. All major improvements were located, along with enough topographic data to generate contours on a one-foot interval. Utility mark-outs were located using conventional survey methods. A detailed utility inventory was completed that included accessing all sanitary and storm drainage structures for measurement, reconciling multiple generations of record maps against the field mark-outs, and coordinating with various agencies to determine the location of various utility lines, both abandoned and active.

**NYSDEC Genes Four Seasons Property, Brookhaven, NY** – Survey Project Manager for survey project in the Town of Brookhaven, New York. The Governor's Office and the New York State Department of Environmental Conservation (NYSDEC) acquired and preserved 99 acres of sensitive land in the heart of Long Island's Carmans River Watershed. This was one of the last undeveloped parcels in the Pine Barrens Core, so the acquisition of this land was a priority under both the New York State Open Space Conservation Plan and the Carmans River Watershed Protection and Management Plan. The property is located on the north side of East Bartlett Road in the Brookhaven hamlet of Middle Island, Suffolk County. The survey team prepared a property survey and legal description of the acquired property. To accomplish the property survey, research was undertaken at county and state Offices. The documentation was analyzed and used to search for boundary evidence in the field. Recovered monuments were surveyed and the results were analyzed against recorded mapping boundary/property line information. A survey plat and Legal description were generated for submission to NYSDEC.

**Ralph J. Marino Park, Oyster Bay, NY** – Survey Project Manager responsible for aiding in the development of a master plan and final design plans for the Town of Oyster Bay to improve the overall aesthetics, landscaping and site amenities at the three-acre site. Boundary, topographical and utility surveys were completed for the existing park parcel and an undeveloped parcel across the street that was being considered for possible parking expansion. Contours were generated at a one-foot interval from a digital terrain model (DTM). Proposed site improvements included beautification of the entrance with signage, decorative walkway, fencing, plantings, lighting and parking improvements.

**NYCDPR New York City Parks On-Call Survey Services, New York City, NY** – Project Land Surveyor for on-call survey services for a variety of New York City Department of Parks and Recreation projects throughout the five boroughs of New York City. Project scopes included boundary, utility and topographic surveys that were used in the design of various park and waterfront improvement projects for the Department.

**Professional Registrations and Certifications**  
Land Surveyor – New York, 1997



## REFERENCES

### STUDIO HIP LANDSCAPE ARCHITECTURE, PLLC



Mary Alice Lee, Director  
New York City Playgrounds Program  
The Trust for Public Land  
632 Broadway, Suite 902  
New York, NY 10012  
(917) 363-9372  
Email: [MaryAlice.lee@tpl.org](mailto:MaryAlice.lee@tpl.org)

Mary Alice as Director of the NYC Playgrounds program from its inception, has worked with Studio HIP's people for over 25 years. We have collaborated on each school closely with her and her team of knowledgeable people. We have participated

in Participatory Design process for almost every school and have developed a highly productive, sincere, well respected group with the TPL Participatory Design Team.

Rose Harvey, Senior Fellow



Parks and Open Space, Regional Plan Association  
One Whitehall St, 16th Floor  
New York, NY 10004  
(212) 253-2727  
Email: [rose@rpa.org](mailto:rose@rpa.org)

Rose Harvey, who instituted the NYC Playgrounds Program as the former NYC Director of the Trust for Public Land, worked closely with us on the playgrounds projects during her time with TPL. Recently we worked with Rose at PS213K in Brooklyn as part of the Vital Brooklyn Initiative, aimed at improving community health through green infrastructure.

John Reddick, Harlem Architectural Historian  
Community Fellow at Columbia University



Director of Community Outreach at the Central Park Conservancy  
(917) 846-9731  
Email: [jtr2134@columbia.edu](mailto:jtr2134@columbia.edu)

Studio HIP worked with John on the Boston TPL Participatory Sessions at Grove Hall High School to envision a new green schoolyard in an area underserved by parks and collaborated with John on the NYC Hudson River Park LGBT Memorial project both of which included public participation workshops.



# REFERENCES



## Landscape Design Urbanism

220 Upshur St NW Washington, DC 20011 P: 202.505.3515 E: [info@pushstudioform.com](mailto:info@pushstudioform.com) W: [www.pushstudioform.com](http://www.pushstudioform.com)

### REFERENCES

#### KLINE MEMORIALS

9014 Centreville Road  
Manassas, Virginia 20110

Rick Burroughs, President  
Ph: 703.368.5013  
Email: [Rick@klinememorials.com](mailto:Rick@klinememorials.com)

#### ZETA PHI BETA SORORITY INCORPORATED

1734 New Hampshire Avenue, NW  
Washington, DC 20009

Kim D Sawyer, Centennial Monument Project Manager  
Ph: (202) 387-3103  
Email: [kimsawyer@gmail.com](mailto:kimsawyer@gmail.com)

#### D+P PARTNERS ARCHITECTS, LLC

400 7th Street, NW suite 204  
Washington, DC 20004

Danny Williams, Principal  
Tel: 202-999-4378  
Email: [dwilliams@dppartnersarchitects.com](mailto:dwilliams@dppartnersarchitects.com)



### Stoutsburg Sourland African American Museum & Sourland Conservancy Comprehensive Plan Report

The Stoutsburg Sourland African American Museum (SSAAM) and the Sourland Conservancy are jointly interested in the development of a Site Comprehensive Plan to assist in telling the story of the African American community of the Sourland Mountain Region and providing a new home for administrative offices and visitor facilities for both organizations. As a first step in the development of this Comprehensive Plan, the organizations received grants through Somerset County's Historic Preservation Grant Program to complete the restoration of the National Register-listed Mt. Zion AME Church and from the New Jersey Historic Trust to prepare a complete architectural, landscape, and engineering Comprehensive plan report on the site as a whole. It is envisioned that the future project would complement the restored Mt. Zion AME Church. PUSH provided the Landscape Vision Plan







## OLD DUTCH CHURCH, SLEEPY HOLLOW, NY DESIGN AND CONSTRUCTION SUPERVISION SERVICES

The Old Dutch Church, listed on the Historic National Register of Historic Places, in Sleepy Hollow, NY, was opened in 1685 by Frederick Philipe First Lord of the Manor. The church has been in use since this time except during the Revolution when the State took over all properties of people loyal to the crown. It's the 2nd oldest extant church in the state and the 15th oldest extant building in the state. Summer services, Christmas Eve and other holiday events held here. Washington Irving made the church famous when he gave the church prominent mention in his 19th Century Halloween short story "The Legend of Sleepy Hollow" both as a setting and site connected with the headless horseman.

There have been many restoration projects of the church throughout the years but in 2010 it was deemed necessary to rethink the church entrance and immediate landscape to accommodate the crowds and to give safe entry/ exit. The Pastor engaged Kamen Tall Architects and Elizabeth Hand-Fry, Landscape to re-design the steps into the church and to create a gathering space out front. New steps giving the ability to ascend to the right and left were created using native stone to the area and property. A continuous black iron handrail runs the length of the stoop and sets of stairs. ADA regulations were included in the design process. Wood benches, stone slab benches to mimic mounting stones and handcrafted lanterns were include in the site furnishings. Plant materials from the period were also used in the planting design.



Project Summaries: Charles A. Birnbaum, FASLA, FAAR  
The Cultural Landscape Foundation



## Heritage Park Plaza, Fort Worth, TX

Overlooking the Trinity River, this 1/2-acre plaza, like Seattle's Freeway Park, was built as part of the 1976 U.S. Bicentennial celebration. It was designed to commemorate the city's founding as the Camp Worth military post in 1849.

Using a technique he would later refine at the Roosevelt Memorial in Washington, D.C., Halprin created an intimate-feeling space by designing a processional sequence of interconnected, outdoor "rooms" that reveals the narrative of the city's founding. Halprin's design team intended to choreograph the visitors' experience, enhancing their journey through the plaza with elaborate water gardens, controlled views, and sculptural elements.

Heritage Park Plaza has been inoperable and closed to the public since 2007, but its condition is improving. An initiative to repair and re-open the plaza resulted in the landscape's listing in the National Register of Historic Places in 2010 under the category of "landscape architecture." In 2015, Downtown Fort Worth Initiatives Inc., with the City of Fort Worth, initiated a formal rehabilitation process. Birnbaum served as a consultant to studioOutside Landscape Architects with Bennett Benner Partners, who were commissioned to complete a landscape study in 2016. Approximately three million dollars of public and private investment have since been scheduled to assist in rehabilitating the landmark, including the degraded water features.



Thank you for the opportunity to  
Reveal, Inspire and Shape



Studio HIP Landscape Architecture PLLC  
202 Croton Avenue, Ossining, NY 10562  
914.384.2131  
[www.studiohip.nyc](http://www.studiohip.nyc)

PUSH Studio  
220 Upshur Street NW #3, Washington, DC 20011  
202.505.3515  
[www.pushstudioform.com](http://www.pushstudioform.com)



City of Newburgh Comptroller's Office  
Attn: Robert Van Vlack, Purchasing Agent  
83 Broadway, 4<sup>th</sup> Floor  
Newburgh, NY 12550

October 31, 2022

**RE: City of Newburgh - RFP #18.22 Request for Proposals (RFP)**

**Notice of Team Member Change**

Dear Mr. Van Vlack:

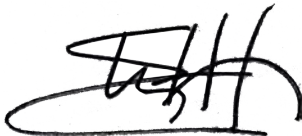
This letter is to inform you that we are now replacing Charles Birnbaum as our team landscape historian. We are pleased to announce that we will add Dr. Joseph Disponzio to our team as the landscape historian.

Dr. Disponzio holds a Ph.D. in Architectural History from Columbia University and a master's degree in Landscape Architecture from the University of Virginia. He has held teaching positions at Harvard University and the University of Georgia as well as other institutions. He recently retired from the New York Parks Department as their Preservation Landscape Architect. Dr. Disponzio has published widely on landscape gardens in the United States and France. Most recently he completed a New York Parks Department cultural landscape report for the Olmsted-Beil House, Southside, Staten Island, NY.

We are confident that Dr. Disponzio's expertise related to Olmsted parks and projects and his research talents will enrich the teams understanding of the cultural processes of reinterment within a park setting. His knowledge of projects such as the Sankofa Park African Reinterment project in Brooklyn, NY and others will serve the overall team well.

Dr. Disponzio's resume is attached for your review. Please let us know if you have any questions regarding this team member change.

Sincerely,



Elizabeth Hand-Fry, ASLA  
Principal, Studio HIP Landscape Architecture PLLC

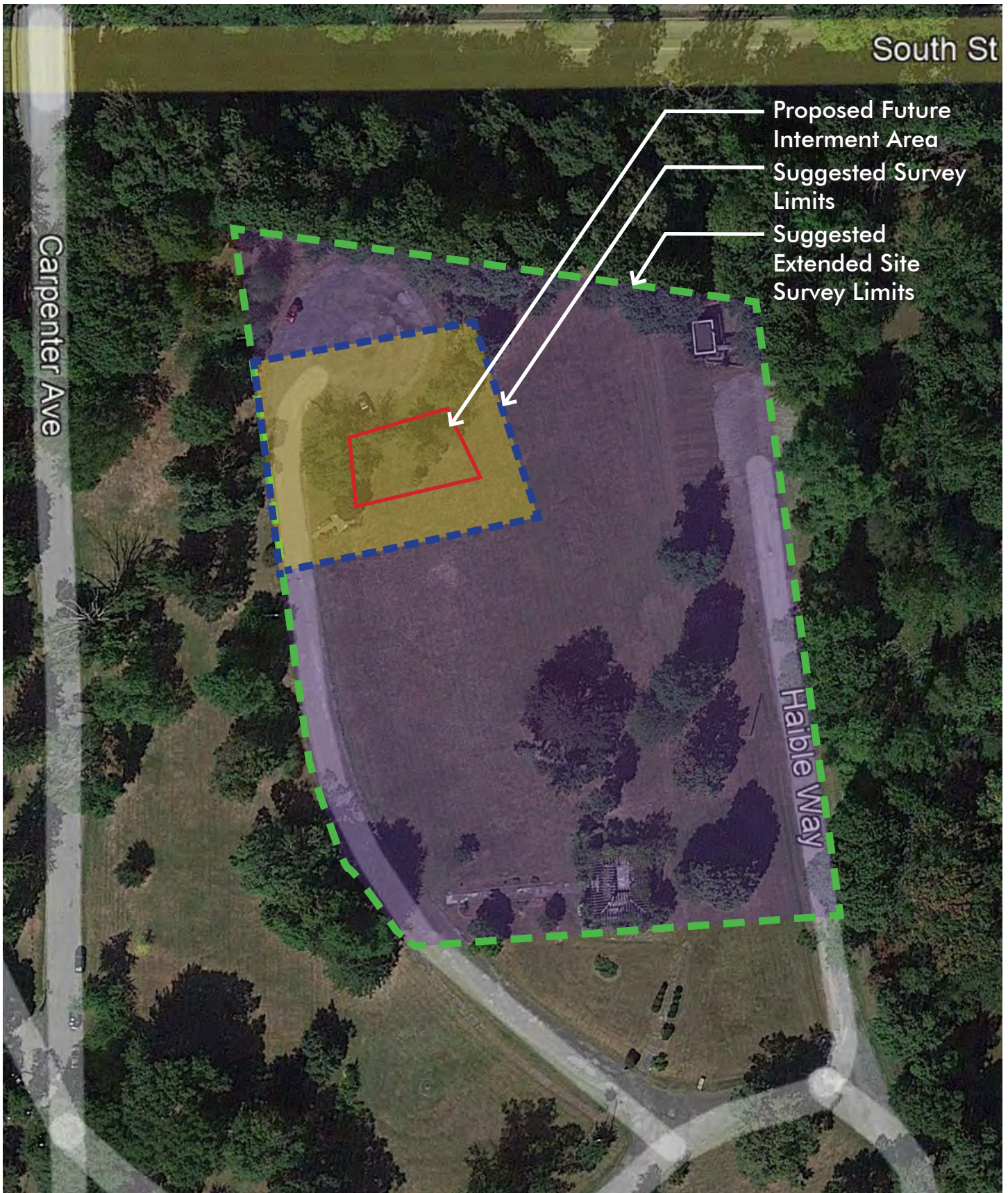


Glenn LaRue Smith, FASLA  
Principal, PUSH studio, LLC

Cc: Jeremy Kaufman, Esq. – Assistant Corporation Council

Alexandria Church – Director of Planning and Development





## Proposed Survey Limits

Downing Park  
Newburgh, New York



**STUDIO HIP**  
LANDSCAPE ARCHITECTURE, PLLC



**Vendor Scoring Sheet**  
**RFP #18.22 Landscape Architecture Services**

| <b>VENDOR</b>                                     | <b>Project Understanding and Approach (40 points)</b> | <b>Experience, Qualifications and Ability to provide scope of services (30 points)</b> | <b>Cost (20 points)</b> | <b>Schedule of Completions (10 points)</b> | <b>Total</b> |
|---------------------------------------------------|-------------------------------------------------------|----------------------------------------------------------------------------------------|-------------------------|--------------------------------------------|--------------|
| 1. Assemblage Landscape Architecture DPC          | 30                                                    | 30                                                                                     | 10                      | 10                                         | 80           |
| 2. Bowman                                         | 10                                                    | 7.5                                                                                    | 20                      | 5                                          | 42.5         |
| 3. KAN Site Curators Landscape Design             | 10                                                    | 2.5                                                                                    | 10                      | 2.5                                        | 25           |
| 4. LaGuardia Design Group (LDG)                   | 30                                                    | 15                                                                                     | 10                      | 5                                          | 60           |
| 5. Barton & Loguidice                             | 35                                                    | 30                                                                                     | 10                      | 10                                         | 85           |
| 6. Weston & Sampson                               | 35                                                    | 30                                                                                     | 15                      | 2.5                                        | 82.5         |
| <b>7. Studio HIP Landscape Architecture, PLLC</b> | <b>40</b>                                             | <b>30</b>                                                                              | <b>10</b>               | <b>10</b>                                  | <b>90</b>    |
| 8. Peter Gisolfi Associates                       | 10                                                    | 22.5                                                                                   | 5                       | 10                                         | 47.5         |
| 9. STUDIO A Landscape Architecture + Engineering  | 10                                                    | 22.5                                                                                   | 15                      | 2.5                                        | 50           |



RESOLUTION NO.: 289 - 2022

OF

NOVEMBER 28, 2022

**A RESOLUTION OF THE CITY COUNCIL DESIGNATING DECEMBER 10<sup>TH</sup> AS  
HUMAN RIGHTS DAY AND DECEMBER 10-17<sup>TH</sup> AS HUMAN RIGHTS WEEK  
IN THE CITY OF NEWBURGH**

**WHEREAS**, by Resolution 217 A (III) of December 10, 1948, the General Assembly of the United Nations adopted the Universal Declaration of Human Rights as a common standard of achievement for all peoples and all nations; and the anniversary of its adoption is now celebrated each year by free peoples throughout the world; and

**WHEREAS**, the Declaration enumerates civil, political, economic, social and cultural rights and calls upon every individual and every organ of society to “strive by teaching and education to promote respect for these rights and freedoms and by progressive measures...to secure their universal and effective recognition and observance”; and

**WHEREAS**, the United Nations Office of the High Commissioner for Human Rights states that the Universal Declaration of Human Rights has set the direction for all subsequent work in the field of human rights and has provided the basic philosophy, which proclaims the inalienable rights that everyone is entitled to as a human being - regardless of race, colour, religion, sex, language, political or other opinion, national or social origin, property, birth or other status; and

**WHEREAS**, on December 10, 1949, President Harry Truman issued the first Presidential Proclamation establishing December 10<sup>th</sup> as Human Rights Day and calling the people of the United States to observe such day in appropriate manner; and

**WHEREAS**, in 1958, President Dwight D. Eisenhower issued the first proclamation for Human Rights Week, held December 10-17; and

**WHEREAS**, December 15, 2022, marks the two hundred and thirty-first anniversary of the adoption of the first ten amendments to the Constitution of the United States, which are known as the Bill of Rights; and

**WHEREAS**, fundamental rights and freedoms – freedom of speech and of the press, freedom of assembly and association, freedom of conscience and religious worship, the right to fair trial and equal treatment under law – are being sought by peoples everywhere; and

**WHEREAS**, this self-evident truth that all human beings are born free and equal in dignity and rights are the core of the United States Declaration of Independence, our Constitution and our Bill of Rights; and



**WHEREAS**, The worth of humanity is measured not by the material abundance of society but by the freedom and equity which gives society purpose; and

**WHEREAS**, the strength of humanity is measured not by the might of rule but by the respect each person accords the rights of all people and by the vigor with which our City government defends these rights; and

**WHEREAS**, the City of Newburgh endures in the work to uphold the ethic that all PEOPLE are created equal, that all political power is inherent in the people, and that no person or group should be entitled to exclusive privilege over others; and

**WHEREAS**, we all must continue to exert increasing efforts in this field of human progress;

**NOW, THEREFORE, BE IT RESOLVED**, that We, the City Council of the City of Newburgh of the State of New York, do hereby join the United Nations and all of its partners across the world in designating December 10, 2022 and each succeeding year as HUMAN RIGHTS DAY in the City of Newburgh; and

**BE IT FURTHER RESOLVED**, that the City Council calls upon the people of the City of Newburgh to observe the period from December 10 to December 17, 2022 and each succeeding year as HUMAN RIGHTS WEEK in the City of Newburgh.



RESOLUTION NO.: 290 - 2022

OF

NOVEMBER 28, 2022

A RESOLUTION TO APPOINT COMMISSIONERS OF DEEDS  
FOR JANUARY 1, 2023 THROUGH DECEMBER 31, 2024

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newburgh, New York, that the following persons be appointed as Commissioners of Deeds for the period beginning January 1, 2023 and expiring December 31, 2024, pursuant to the City Charter of the City of Newburgh §C6.95, and the Executive Law of the State of New York, §139:

Mayra Araujo (Board of Ed)  
31 Birchwood Drive  
New Windsor, NY 12553

Vickiana Demora  
48 Larter Avenue  
Newburgh, NY 12550

Omar Balbuena-Palma  
41 Hawthorne Ave., #R1  
Newburgh, NY 12550

Nancy Gutierrez (Board of Ed)  
201 Caesars Lane, #37  
New Windsor, NY 12553

Tabatha Capodiferro (Board of Ed)  
249 Quassaick Avenue  
New Windsor, NY 12553

Susan Kaplan (Board of Ed)  
7 Salisbury Lane  
Warwick, NY 10990

Mary Lou Carolan (Board of Ed)  
31 Tiffany Lane  
Wallkill, NY 12589

Joan Maldarelli (Board of Ed)  
115 Sandpiper Lane  
New Windsor, NY 12553

Katrina Cotten  
25 Clark Street  
Newburgh, NY 12550

Michael McLymore, Sr. (Board of Ed)  
1573 Route 300  
Newburgh, NY 12550

Theresa Cramer (Board of Ed)  
10 Hob Street  
Newburgh, NY 12550

Amanda Nelson (Board of Ed)  
18 Ellis Avenue  
Newburgh, NY 12550



Autumn Resto  
45 Fleetwood Drive  
Newburgh, NY 12550

Lorene Vitek  
8 Continental Drive  
New Windsor, NY 12553

Sandra Reyes Vaquer (Board of Ed)  
172 Gidney Avenue  
Newburgh, NY 12550

Theresa Zacek (Board of Ed)  
6 Hillcrest Drive  
Salisbury Mills, NY 12577

Antony Roncal (Board of Ed)  
4 Hobnail Court  
New Windsor, NY 12553



LOCAL LAW NO.:   G   - 2022

OF

NOVEMBER 28, 2022

**A LOCAL LAW AMENDING ARTICLE III OF THE CHARTER OF  
THE CITY OF NEWBURGH ENTITLED “MUNICIPAL OFFICERS”**

**BE IT ENACTED**, by the Council of the City of Newburgh, New York that Article III of the Charter of the City of Newburgh entitled “Municipal Officers” be and is hereby enacted as follows:

**SECTION 1 - TITLE**

This Local Law shall be referred to as “A Local Law Amending Article III of the Charter of the City of Newburgh Entitled ‘Municipal Officers’”.

**SECTION 2 - AMENDMENT**

Article III of the City Charter of the City of Newburgh entitled “Municipal Officers” is hereby amended to read as follows:

**Article III.     Municipal Officers**

§ C3.00         Municipal officers enumerated.

The officers of the City or municipality shall be as follows:

A. One Mayor, six Councilmen and one City Judge: the Mayor and two Councilmen elected by the qualified voters of the City and four Councilmen elected by the qualified voters of the wards from which they are elected.

B. One City Manager, three Civil Service Commissioners, one City Clerk and the members of the Transportation~~Traffic and Parking~~ Advisory Committee, appointed by the Council.

C. One Corporation Counsel, one City Comptroller, one City Assessor, one City Collector, one City Purchasing Agent, one Commissioner of Public Works, one City Engineer, one Superintendent of Public Works, one Superintendent of Water, one Police Chief, one Police Commissioner, one Fire Chief, one Building Inspector, one Plumbing Inspector, one Registrar of Vital Statistics, one Deputy Registrar of Vital Statistics, one Planning and Development Director and one Parks and Recreation Director.

Underlining denotes additions

~~Strikethrough~~ denote deletions



§ C3.02           Offices may be combined.

The Council may, by ordinance, combine any two or more appointive offices. The City Manager may, in addition to his duties and powers as the chief administrative and executive officer of the City and without additional compensation, assume the duties and powers of the Director of Finance. The City Manager may direct that the City Comptroller, without additional compensation, assume the duties and powers of Director of Finance ~~and that the City Engineer, without additional compensation, assume the duties and powers of Superintendent of Public Works.~~ The City Manager may direct that the head of any division within the Department of Public Works, without additional compensation, assume the duties and powers of the Commissioner of Public Works. The foregoing shall not be construed to prevent salary increases for the City Manager, for the City Comptroller ~~and or for the City Engineer~~ the head of any division within the Department of Public Works acting in their respective capacities.

§ C3.12           Residency requirements.

C. Definitions. As used in this section, the following terms shall have the meanings indicated:

OFFICER

Includes the City Manager, three Civil Service Commissioners, the City Clerk, the members of the ~~Transportation Traffic and Parking~~ Advisory Committee, the Corporation Counsel, the City Comptroller, the City Assessor, the City Collector, the City Purchasing Agent, the Commissioner of Public Works, the City Engineer, the Superintendent of Public Works, the Superintendent of Water, the Police Chief, the Police Commissioner, the Fire Chief, the Building Inspector, the Plumbing Inspector, the Registrar of Vital Statistics, the Deputy Registrar of Vital Statistics, the Parks and Recreation Director, one Planning and Development Director as enumerated in City Charter Section C3.00B and C initially appointed and hired by the City of Newburgh after the effective date of this local law and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law.

**SECTION 3 - SEVERABILITY**

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

**SECTION 4 - CODIFICATION**

Underlining denotes additions

~~Strikethrough~~ denote deletions



It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Charter of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Charter", "Article", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the City Charter affected thereby.

#### **SECTION 5 - VALIDITY**

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

#### **SECTION 6 - EFFECTIVE DATE**

This Local Law and shall be effective immediately after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

Underlining denotes additions  
~~Strikethrough~~ denote deletions



RESOLUTION NO.: 291 - 2022

OF

NOVEMBER 28, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER OR THE OFFICE OF THE CORPORATION COUNSEL TO EXECUTE A SETTLEMENT AGREEMENT AND RELATED DOCUMENTS IN CONNECTION WITH THE PREMISES LOCATED AT 223 THIRD STREET (SECTION 22, BLOCK 2, LOT 10), 225 THIRD STREET (SECTION 22, BLOCK 2, LOT 9), AND 227 THIRD STREET (SECTION 22, BLOCK 2, LOT 8)**

**WHEREAS**, the City of Newburgh commenced legal action against Primo, LLC, current owner of record of the premises known as 223 Third Street (Section 22, Block 2, Lot 10), 225 Third Street (Section 22, Block 2, Lot 9), and 227 Third Street (Section 22, Block 2, Lot 8) to enforce its reverter and re-entry rights to the premises; and

**WHEREAS**, the parties have reached a settlement agreement in a manner and form substantially similar to the agreement annexed hereto; and

**WHEREAS**, this Council has determined it to be in the best interests of the City of Newburgh to enter into the attached settlement agreement;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the Office of the Corporation Counsel is hereby authorized to settle the legal action pending against Primo, LLC, and the City Manager or the Office of the Corporation Counsel is hereby authorized to execute a written settlement agreement and any other documents as the Office of the Corporation Counsel may require, to effectuate the settlement as herein described.



STATE OF NEW YORK : COUNTY OF ORANGE  
CITY OF NEWBURGH

-----X  
In the matter of:

**STIPULATION OF  
SETTLEMENT**

Enforcement of the City of Newburgh's Right of  
Reverter and Re-Entry against Primo, LLC  
for properties known as 223 Third Street, 225 Third  
Street, and 227 Third Street in the City of Newburgh.

-----X

This Stipulation of Settlement ("Stipulation" or "Agreement") is entered into on this \_\_\_\_\_ day of November, 2022, by and between the City of Newburgh (hereafter "City"), a municipal corporation with an address of 83 Broadway, Newburgh, New York 12550 and Primo, LLC, a domestic limited liability company with an address of 259 Ann Street, Newburgh, New York 12550 (hereafter "Primo"), the parties named in this matter:

WHEREAS, in connection with a Stipulation of Settlement dated March 9, 2021 (Orange County Index Number EF009830-2019), and reformation deed executed by the parties deed dated April 23, 2021 (hereafter "Deed"), the City of Newburgh conveyed to Primo all of its right, title and interest in three (3) parcels of property identified as 223 Third Street, Newburgh, New York (Section 22, Block 2, Lot 10), 225 Third Street, Newburgh, New York (Section 22, Block 2, Lot 9), and 227 Third Street, Newburgh, New York (Section 22, Block 2, Lot 8) (collectively hereafter "Premises") and;

WHEREAS, that conveyance was subject to certain terms and conditions subsequent including, but not limited to, the obligation within eighteen (18) months of the date of the Deed to rehabilitate any building on the property and bring it into compliance with all State, County and local standards and to obtain within such time frame a Certificate of Occupancy for all buildings on the property, or to make all buildings granted a Certificate of Occupancy before the date of conveyance fit for the use stated in such Certificate of Occupancy; and



WHEREAS, to date, more than 18 months have passed since the of the date of the Deed to obtain a Certificate of Occupancy for the building or to make any building granted a Certificate of Occupancy before the date of the conveyance fit for the use stated in the Certificate of Occupancy; and

WHEREAS, the City served demand for return of the Premises on October 24, 2022, with Primo have acknowledged receipt of said demand by and through its attorneys on October 24, 2022; and

WHEREAS, Primo entered into a Donation Agreement dated [REDACTED] with Habitat for Humanity of Greater Newburgh (“Habitat”) to convey the Premises to Habitat; and

**Commented [KJ1]:** Donation Agreement provided is not dated. Only states August 2022.

WHEREAS, Primo has requested the City’s assistance in facilitating a transfer of the Premises to Habitat in an effort to resolve this matter without further litigation being required by the parties; such that

IT IS HEREBY CONSENTED AND AGREED by the parties to this litigation, that they be bound by the terms and conditions enumerated below, as follows:

1. The “Whereas” paragraphs stated above shall be restated and incorporated herein to give full force and effect to the same.
2. Primo shall work expeditiously to coordinate a closing of title to the Premises with Habitat.
3. The City shall execute a Release of Restrictive Covenants (“Release”) contained in the Deed to the Premises.
4. Said Release shall be provided to the title insurance company selected by Habitat to participate in the closing of title between Primo and Habitat, with said Release being held in escrow pending closing of title.



5. Provided that closing of title to the Premises between Primo and Habitat takes place on or before December 31, 2022, the City will consent to the release and recording of the Release.
6. Primo has had opportunity to consult with its attorneys on this matter and enter into this Agreement in accordance with its solicited legal advice, and in accordance with the rules outlined in its Operating Agreement or any other such agreement that may govern Primo's behavior.
7. Each party to this Agreement represents and warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions provided in this Agreement have been duly authorized by all necessary action of the respective entity and that the person executing this Agreement on its behalf has the full capacity to bind that entity.
8. The City Council of the City of Newburgh, by resolution number , has authorized and consented to the terms of the Agreement.
9. There are no other agreements, written or oral, pending between the Parties.
10. This Agreement is the full understanding between the parties, and any prior understandings or agreements are null and void.
11. The exchange of copies of this Agreement, including executed signature pages, by electronic transmission (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) will constitute effective execution and delivery of this Agreement for all purposes.

**Commented [KJ2]:** For insertion.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
[Signature page to follow.]



IN WITNESS WHEREOF, this Agreement is entered into on the date first referenced herein.

CITY OF NEWBURGH

\_\_\_\_\_  
Todd Venning  
City Manager

PRIMO LLC

\_\_\_\_\_  
By: Benedetto Papaleo  
Member, Primo LLC

\_\_\_\_\_  
By: Joseph M. Saffioti, Esq.  
Saffioti & Anderson, P.C.  
Attorneys for Primo LLC



## DONATION AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of August, 2022 by and between PRIMO, LLC, with an address at 259 Ann Street, Newburgh, NY 12550 (the "Owner") and HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC., a not-for-profit corporation organized and existing under the laws of the State of New York, which has been accorded tax-exempt status by the Internal Revenue Service of the United States Department of the Treasury as a corporation within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, with an address at 125 Washington Street, Newburgh, New York 12550 (the "Donee").

### WITNESSETH:

WHEREAS, the Owner owns certain real property (including all appurtenant rights and easements) located at 223, 225 and 227 Third Street, City of Newburgh, New York, identified on the tax map of the City of Newburgh as Section 22, Block 2, Lots 8, 9 and 10 (a legal description of said real estate is attached hereto as Exhibit A). Said real property shall be hereinafter referred to as the "Premises"; and

WHEREAS, the Owner desires to make a charitable contribution of the Premises by conveying the Premises to the Donee to further the tax-exempt purposes of the Donee.

NOW, THEREFORE, in and for consideration of reliance by Donee, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that this is a legally binding instrument and are bound to the terms stated herein:

1. Premises.

- a. The Owner hereby agrees to convey the Premises to the Donee as a charitable contribution, and the Donee hereby agrees to accept the conveyance upon the terms and conditions set forth in this Agreement.
- b. At closing, the Owner shall convey the Premises to the Donee by bargain and sale deed with covenant against grantor's acts, legal title, insurable at ordinary title insurance rates, subject only to the encumbrances described in the title report to be obtained by the Donee within fifteen (15) days hereof.

2. Subject To Provisions.

- a. Laws and governmental regulations that affect the use and maintenance of Premises.
- b. Consents for the erection of any structure on, under or above any streets on which the Premises abut.
- c. Encroachments of stoops, areas, cellar steps, trim and cornices, if any, upon any street or highway.



- d. Covenants, easements and restrictions of record, if any.
- e. Such state of facts as an accurate survey or a personal inspection of the said Premises may reveal, provided the same does not render title unmarketable.
- f. Public utility easements, agreements or declarations of record.

3. Inspection Period.

- a. The Donee shall have a period of fifteen (15) days (the "Inspection Period") commencing on the date of this agreement, and ending at 5:00 p.m. on the fifteenth (15<sup>th</sup>) day thereafter, to conduct any and all tests, reviews, investigations, inquiries, research and analysis of the subject Premises, including environmental audits, engineering studies, planning and zoning, reviews, which in Donee's discretion are necessary and desirable. In the event Donee is not satisfied with any aspect of the subject Premises, the Donee may elect to cancel this Agreement upon written notice to both Owner and the Escrow Agent given within five (5) days of the date the Inspection Period expires, whereupon this Agreement shall be deemed null and void, without further force or effect.
- b. Owner hereby grants to Donee, Donee's agents, servants, employees and consultants, a license to enter in and upon the Premises upon reasonable notice to the Owner throughout the term of this Agreement for the purpose of inspecting the Premises which inspections may include, but are not limited to, conducting surveys, physical inspections, tests, engineering and construction evaluation and reports, architectural study and planning, and environmental study, testing, borings and such other tests and evaluations as are reasonably required for the full and complete evaluation of the Premises and the full and complete prosecution of any applications for governmental approvals. The Donee agrees to conduct such inspections in such manner so as to cause a minimum of disturbance to the Premises. In connection with the exercise of the license granted to Donee herein, Donee agrees to hold Owner harmless from any loss, cost, damages, lawsuit, damage to person or property, and the cost of litigation (including attorney's fees) caused solely by Donee or its agents, servants or employees in the exercise of this license. After such access, Donee agrees to return the Premises to substantially the same condition as existed prior to said access.

4. Donation of Premises. It is understood and agreed that the Premises shall be donated by the Owner to the Donee as a charitable contribution. The Donee agrees to provide a written acknowledgment of the donation at Closing, and the Donee shall execute any and all necessary forms required by the Internal Revenue Service and the New York State Department of Taxation, confirming that the Owner has made a donation to the Donee of the Premises. Such acknowledgment shall not set forth the amount of such donation, but only that a donation was made. The Donee does not make any representation as to the value of the donated property.

It shall be Owner's sole obligation, at Owner's expense, to prepare and submit any



applications, claims, returns, or requests for such donation to be recognized by the Federal and State taxing authorities. Donee represents, which representation shall survive the closing, that Donee is registered as a charitable corporation with the Internal Revenue Service ("IRS") and has been qualified by the IRS under §501(c)(3) of the Internal Revenue Code and that bona fide donations to Donee are qualified for a charitable deduction to the extent provided under current laws.

5. Closing. "Closing" means the settlement of the obligations of Owner and Donee to each other under this contract, including the delivery to Donee of a bargain and sale deed with covenant against grantor's acts, in proper statutory form for recording so as to transfer full ownership (fee simple title) to the Premises, free of all encumbrances except as herein stated. The deed will contain a covenant by Owner as required by Section 13 of the Lien Law.
6. Title Company Approval. Owner shall give and Donee shall accept such title as any reputable title company licensed to do business in the State of New York will be willing to approve and insure in accordance with their standard form of title policy, subject only to the matters provided for in this contract.
7. Closing Date and Place. Closing will take place at the office of Donee's Attorney, Rider, Weiner & Frankel, P.C., 655 Little Britain Road, New Windsor, New York, on or about September 30, 2021. In no event shall the Closing take place more than twenty-five (25) miles from the Premises.
8. Broker. Donee and Owner hereby state that they have not dealt with any broker in connection with this transaction. Each party agrees to indemnify the other against any loss, claim, damage or expense (including attorney's fees) arising from a breach of this representation. The provisions of this Paragraph shall survive delivery of the deed hereunder or the earlier termination of this Agreement.
9. Compliance with State and Municipal Violations and Orders. The Premises have been the subject of notices of violations of law or municipal ordinances by the City of Newburgh Building Department. The Purchaser agrees to accept title subject to such violations. Owner shall furnish Donee with any authorizations necessary to make the searches that could disclose the matters.
10. Streets and Assignments of Unpaid Awards. This sale includes all of Owner's ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Premises to the center line thereof. It also includes any right of Owner to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway. Owner will deliver, at no additional cost to Donee, at Closing, or thereafter, on demand, any documents which Donee may require to collect the award and damages.
11. Apportionments. The Purchaser agrees to accept title subject to any open and unpaid real property taxes assessed against the Premises. At Closing there shall be no apportionment of taxes, water charges, sewer rents or fuel.



12. Affidavit as to Judgments. If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Owner, Owner shall deliver a satisfactory detailed affidavit at Closing showing that they are not against Owner.
13. Transfer Tax Report. Owner and Donee shall complete, sign and deliver at Closing the New York State Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate (Form TP-584). Any costs or fees necessary to record the deed, to file the Form TP-584 or to file the Real Property Transfer Report (Form RP-5217) shall be paid by the Donee.
14. Condition of Premises. The Donee has examined the Premises and the Fixtures described above and agrees to accept them at Closing in their present condition and "AS IS." Neither the Owner nor any agent or representative of the Owner has made any representations or promises upon which the Donee has relied regarding the physical condition of the Premises, the equipment and fixtures therein contained, or any other matter or thing relating to the property hereby contracted to be sold, except as is expressly set forth in this agreement. The Owner shall not be liable for or in any manner bound by any verbal or written statements or representations by any person or persons, unless such representations are expressly set forth in this agreement.

This Donation Agreement does not provided for the purchase and sale or exchange of residential real property, and accordingly Real Property Law §462 which requires sellers of residential real property to complete and deliver a Property Condition Disclosure Report to the purchaser, is not applicable to this donation.

15. Title Defects & Limit of Liability. If the Owner shall be unable to convey a good and marketable title subject to and in accordance with this agreement, this agreement shall wholly cease and terminate and neither party shall have any further claim against the other by reason of this agreement. The Owner shall not be required to bring any action or proceeding or otherwise to incur any expenses to render the title to the Premises marketable. The Donee may, nevertheless, accept such title as the Owner may be able to convey without any further liability on the part of the Owner. The acceptance of a deed by the Donee shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the Owner to be performed pursuant to the contract.
16. Notice of Title Defects. Donee shall notify Owner's attorney in writing of any objections to title at least ten (10) days before closing of title. Delivery of a title report prepared by a title company licensed to do business in the State of New York to Owner's attorney shall be deemed due notice of the objections set forth therein. Owner shall be entitled to a reasonable adjournment of the Closing date in order to clear any such objections to title, but if Owner is unable to clear any such objections to title, Owner shall have the option to terminate this contract by notifying Donee's attorney in writing by certified mail, return receipt requested, of such termination, whereupon the terms and conditions set forth in the preceding paragraph herein



shall apply.

17. Survey. Donee shall have the right to have a survey and description prepared of the Premises, provided it is prepared by a licensed surveyor or professional engineer at Donee's cost and expense. If a copy of such survey and description are provided to Owner's attorney prior to that date of Closing, and further provided such survey is certified to Owner, then Owner agrees to include such survey description in the deed of conveyance in addition to the description set forth in this contract. Owner makes no representation or warranty as to the accuracy of the description supplied by the Donee by virtue of its inclusion in the deed.
18. Donee's Right to Cancel. In the event the title report or Donee's inspection discloses unsatisfactory conditions or restrictions, Donee shall have the right, exercisable in its sole and absolute discretion, to cancel this Agreement, whereupon it shall be null and void.
19. Miscellaneous Provisions.
  - a. Benefits. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns.
  - b. Entire Agreement. This Agreement and the Schedules and Exhibits hereto contain the entire Agreement between the parties with respect to the transactions contemplated herein; and no party shall be bound by nor shall be deemed to have made any representations, warranties or covenants except those contained herein. This Agreement cannot be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom the enforcement of any modification, change, discharge or termination is sought.
  - c. Captions. The captions of the paragraphs and subparagraphs of this Agreement are for convenience and reference only, and are not to be considered in construing this Agreement.
  - d. Notices. Any notices, request, instrument or other document to be given hereunder shall be in writing and, except as otherwise provided for herein, shall be delivered personally or sent by certified, registered or express mail, return receipt requested, addressed as follows:
    - i. If to the Owner:

Primo, LLC  
259 Ann Street  
Newburgh, NY 12550



with a copy to: Saffioti & Anderson  
Attn: Joseph M. Saffioti, Esq.  
5031 Route 9W  
Newburgh, NY 12550

ii. If to the Donee: Habitat for Humanity of Greater  
Newburgh, Inc.  
125 Washington St.  
Newburgh, N.Y. 12550

with a copy to: Rider, Weiner & Frankel, P.C.  
Attn: Charles E. Frankel, Esq.  
655 Little Britain Road  
New Windsor, NY 12553

Each party may change its address for the purposes of this paragraph by giving written notice of such change to the other party in the manner herein provided.

If this Agreement provides for a designated period after a Notice within which to perform an act, such period shall commence on the date of receipt or tender of the Notice. If this Agreement requires the exercise of a right by Notice on or before a certain date or within a designated period, such right shall be deemed exercised on the date of mailing or tender of the Notice pursuant to which such right is exercised.

- e. Severability. In case any one or more of the provisions or parts of a provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement.
- f. Governing Law. This Agreement has been negotiated and executed in the State of New York and shall be governed by and construed in accordance with the laws of the State of New York.
- g. Counterparts, Electronic Signatures And Circulation. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures



## SCHEDULE A

See attached deed.



of the Parties transmitted by electronic mail shall be deemed to be their original signatures for all purposes.

- h. Assignment. This Agreement may not be assigned by the Donee without the prior written consent of the Owner, which consent shall not be unreasonably withheld.
- i. Merger. It is understood and agreed that all understandings and Agreements heretofore had between the parties hereto are merged in this Contract, which alone fully and completely expresses their Agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Contract, made by the other.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the day and date first above written.

WITNESS:

\_\_\_\_\_

OWNER:

Primo, LLC

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

Name: *Benedetto Papaleo*  
Title: *Member*

WITNESS:

\_\_\_\_\_

DONEE:

Habitat for Humanity of Greater  
Newburgh, Inc.

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

Name: *Paul Brothe*  
Title: *Paul Brothe*  
President, Board of  
Directors Habitat for  
Humanity of Greater  
Newburgh

Habitat - Primo Donation Ag v1  
8/18/2022  
2093.  
CEF/





ORANGE COUNTY – STATE OF NEW YORK  
ANN G. RABBITT, COUNTY CLERK  
255 MAIN STREET  
GOSHEN, NEW YORK 10924

COUNTY CLERK'S RECORDING PAGE  
\*\*\*THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH\*\*\*



BOOK/PAGE: 14995 / 913  
INSTRUMENT #: 20210043753

Receipt#: 2914122  
Clerk: PM  
Rec Date: 07/02/2021 12:08:15 PM  
Doc Grp: D  
Descrip: DEED  
Num Pgs: 7  
Rec'd Frm: CITY OF NEWBURGH (5)- OFFICE  
OF CORP COUNSEL

Party1: NEWBURGH CITY  
Party2: PRIMO LLC  
Town: NEWBURGH (CITY)  
22-2-10

Recording:

|                           |        |
|---------------------------|--------|
| Recording Fee             | 55.00  |
| Cultural Ed               | 14.25  |
| Records Management - Coun | 1.00   |
| Records Management - Stat | 4.75   |
| TP584                     | 5.00   |
| RP5217 All others - State | 241.00 |
| RP5217 - County           | 9.00   |

Sub Total: 330.00

Transfer Tax  
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 330.00  
\*\*\*\* NOTICE: THIS IS NOT A BILL \*\*\*\*

\*\*\*\*\* Transfer Tax \*\*\*\*\*  
Transfer Tax #: 10956  
Commercial Transfer Tax  
Consideration: 0.00

Total: 0.00

Payment Type: Check \_\_\_  
Cash \_\_\_  
Charge \_\_\_  
No Fee \_\_\_

Comment: \_\_\_\_\_

Ann G. Rabbitt  
Orange County Clerk

Record and Return To:

SAFFIOTI & ANDERSON  
5031 ROUTE 9W  
NEWBURGH, NY 12550



## REFORMATION DEED

THIS INDENTURE, made the 23rd day of April, in the year two thousand twenty-one

BETWEEN:

THE CITY OF NEWBURGH, a municipal corporation organized under the laws of the State of New York and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, party of the first part, and

PRIMO, LLC, having an address of 259 Ann Street, Newburgh, New York 12550, party of the second part.

WITNESSETH, that the party of the first part, in consideration of \$1.00 paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the successors and assigns of the party of the second part forever, as follows:

### Parcel I - 223 Third Street

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the State of New York, County of Orange and City of Newburgh, known as 223 Third Street, in the City of Newburgh and being more accurately described as Section 22, Block 2, Lot 10 on the Official Tax Map of the City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record, except as hereinafter stated.

SUBJECT TO all easements, covenants and restrictions of record and not of record existing in favor of the City of Newburgh prior to the vesting of title to the described premises in the City of Newburgh.

BEING the same premises indicated in a deed from the City of Newburgh to Primo Contracting LLC dated May 6, 2010, and recorded in the Orange County Clerk's Office at Book 13016, Page 1067;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to such premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part forever.



Parcel II - 225 Third Street

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the State of New York, County of Orange and City of Newburgh, known as 225 Third Street, in the City of Newburgh and being more accurately described as Section 22, Block 2, Lot 9 on the Official Tax Map of the City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record, except as hereinafter stated.

SUBJECT TO all easements, covenants and restrictions of record and not of record existing in favor of the City of Newburgh prior to the vesting of title to the described premises in the City of Newburgh.

BEING the same premises indicated in a deed from the City of Newburgh to Primo Contracting LLC dated August 22, 2008, recorded in the Orange County Clerk's Office at Book 12725, Page 299;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to such premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part forever.

Parcel III - 227 Third Street

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the State of New York, County of Orange and City of Newburgh, known as 227 Third Street, in the City of Newburgh and being more accurately described as Section 22, Block 2, Lot 8 on the Official Tax Map of the City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record, except as hereinafter stated.

SUBJECT TO all easements, covenants and restrictions of record and not of record existing in favor of the City of Newburgh prior to the vesting of title to the described premises in the City of Newburgh.

BEING the same premises indicated in a deed from the City of Newburgh to Primo Contracting LLC dated August 22, 2008, recorded in the Orange County Clerk's Office at Book 12725, Page 389;

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to such premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part forever.



As to all three (3) subject parcels

WITNESSETH, that the parties named herein, as part of a Stipulation of Settlement in the Orange County Supreme Court (Index No.: EF-009830-2019), have agreed to be bound by the terms and conditions of this Reformation Deed, as follows:

ALL parcels named herein having originally vested in the name "Primo Contracting LLC" shall be reformed and corrected to vest title in the name "Primo, LLC"; and

ALL parcels named herein, the party of the second part, "Primo, LLC", expressly covenants and agrees that:

(1) within eighteen (18) months after the date of this Reformation Deed, the party of the second part shall bring the property conveyed herein into complete compliance with all State, County and City building, housing, plumbing, electrical, fire prevention, life safety and health statutes, codes, rules and regulations and shall obtain, within such time period, a Certificate of Occupancy for all buildings and structures located on the property. If a Certificate of Occupancy has been issued for any building or structure on such property, prior to the date of this deed, the party of the second part shall, within eighteen months after the date of this deed, either make such building or structure fit for the use set forth in such Certificate of Occupancy or shall obtain a new Certificate of Occupancy for another use or shall demolish such building or structure;

(2) at or prior to the end of eighteen (18) months after the date of delivery of this Reformation Deed, the party of the second part shall schedule with the Building Inspector or Code Compliance Supervisor of the City of Newburgh an inspection of the property described in this deed to determine compliance with the covenant set forth in paragraph (1) above. If a property is found to be in compliance with such covenant, a Certificate of Occupancy or Compliance shall be issued by the Building Inspector or Code Compliance Supervisor with respect to that property;

(3) prior to the issuance of a Certificate of Occupancy or Compliance, as provided in the covenant set forth in paragraph (2) above, the party of the second part shall not sell, convey, assign, or lease any of the property described in this deed or any part thereof, except to the party of the first part as provided in paragraph (4) below. The party of the second part shall also not mortgage any of the property described in the deed or any part thereof to another party in which the party of the second part, or a member of the party of the second part, is affiliated;

(4) at the end of eighteen (18) months after the delivery of this deed, if it is determined that the covenants contained in paragraphs (1) and (2) above have not been complied with, the party of the second part shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the non-compliant property described in this deed to the party of the first part;



(5) if, at any time after delivery of this deed, it is determined that the covenant contained in paragraph (3) above has not been complied with, the party of the second part and its grantee, assign, mortgagor, or successor in interest shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the non-compliant property described in this deed to the party of the first part.

The covenants set forth in the preceding paragraphs shall constitute covenants running with the land and shall without regard to technical classification or designation, legal or otherwise, be to the fullest extent binding for the benefit of, in favor of and enforceable by the party of the first part, its successors and assigns against the party of the second part, his successors and assigns and every successor in interest to the property described in this deed or any part thereof or any interest therein, and any party in possession or occupancy of the property described in this deed or any part thereof.

In the event that subsequent to the conveyance of the property described in this deed the party of the second part shall default in or violate any of its obligations contained in the covenants set forth in this deed, the party of the first part shall have the right to re-enter and take possession of the property described in this deed, or any portion thereof, and to terminate the estate conveyed by this deed to the party of the second part, it being the intent of this provision that the conveyance to the party of the second part shall be made upon a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the party of the second part contrary to the obligations specified in the covenants contained in this deed, the party of the first part, may at its option, declare a termination in favor of the party of the first part, of the title and of all rights and interests in and to the property conveyed by this deed to the party of the second part and any assigns or successors in interest to or in the property, shall revert to the party of the first part. Provided, that such conditions subsequent and any reverting of title as a result thereof in the party of the first part shall always be subject to and limited by and shall not defeat, render invalid or limit in any way, the lien of any mortgage obtained by the party of the second part for the purpose of financing the work necessary to bring the property into compliance with all statutes, codes, rules and regulations as is required by the covenants contained in this deed. The words, "the party of the second part", as used in this paragraph, shall be construed to mean the party of the second part or his successors or assigns.

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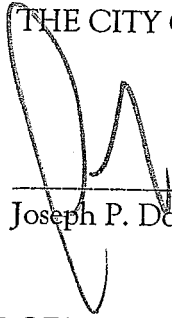
[Signatures and Acknowledgments to follow]



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

THE CITY OF NEWBURGH

BY:

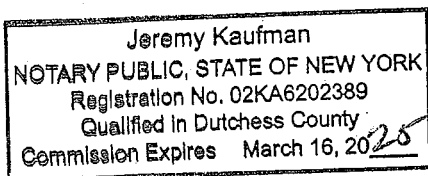
  
Joseph P. Donat, City Manager

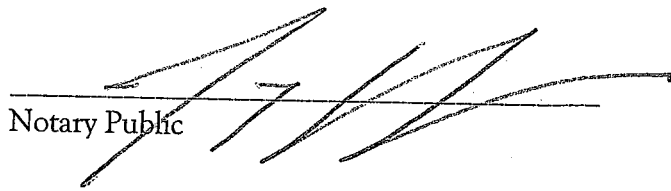
STATE OF NEW YORK )

) ss:

COUNTY OF ORANGE )

On the 19 day of April in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, 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 signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

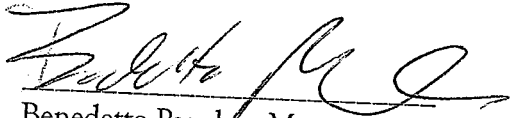


  
Notary Public



PRIMO, LLC

BY:

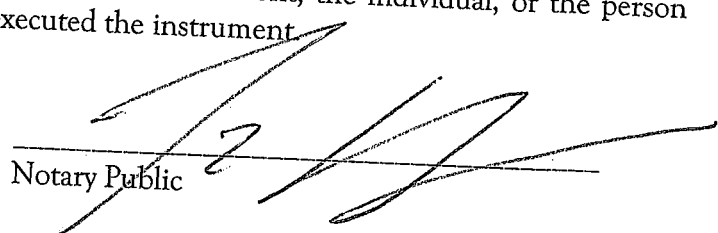
  
Benedetto Papaleo, Managing Member

STATE OF NEW YORK )

) ss:

COUNTY OF ORANGE )

On the 23 day of April in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared BENEDETTO PAPALEO, 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 signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument

  
Notary Public

RECORD & RETURN TO:

Saffioti & Anderson  
5031 Route 9W  
Newburgh, New York 12550

Jeremy Kaufman  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 02KA6202389  
Qualified in Dutchess County  
Commission Expires March 16, 2025



# Signature Certificate

Reference number: SHTX9-GRWZJ-HORD4-G4XVH

## Signer

**Paul Brothe**

Email: dnpaul@aol.com

Sent:

Viewed:

Signed:

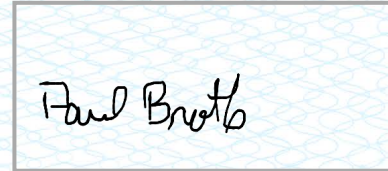
## Timestamp

19 Sep 2022 21:05:49 UTC

19 Sep 2022 21:08:59 UTC

19 Sep 2022 21:11:51 UTC

## Signature



## Recipient Verification:

✓ Email verified

19 Sep 2022 21:08:59 UTC

IP address: 173.50.161.159

Location: Newburgh, United States

Document completed by all parties on:

19 Sep 2022 21:11:51 UTC

Page 1 of 1



**Signed with PandaDoc**

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.





STATE OF NEW YORK : COUNTY OF ORANGE  
CITY OF NEWBURGH

-----X  
In the matter of:

**STIPULATION OF  
SETTLEMENT**

Enforcement of the City of Newburgh's Right of  
Reverter and Re-Entry against Primo, LLC  
for properties known as 223 Third Street, 225 Third  
Street, and 227 Third Street in the City of Newburgh.

-----X

This Stipulation of Settlement ("Stipulation" or "Agreement") is entered into on this \_\_\_\_\_ day of November, 2022, by and between the City of Newburgh (hereafter "City"), a municipal corporation with an address of 83 Broadway, Newburgh, New York 12550 and Primo, LLC, a domestic limited liability company with an address of 259 Ann Street, Newburgh, New York 12550 (hereafter "Primo"), the parties named in this matter:

WHEREAS, in connection with a Stipulation of Settlement dated March 9, 2021 (Orange County Index Number EF009830-2019), and reformation deed executed by the parties deed dated April 23, 2021 (hereafter "Deed"), the City of Newburgh conveyed to Primo all of its right, title and interest in three (3) parcels of property identified as 223 Third Street, Newburgh, New York (Section 22, Block 2, Lot 10), 225 Third Street, Newburgh, New York (Section 22, Block 2, Lot 9), and 227 Third Street, Newburgh, New York (Section 22, Block 2, Lot 8) (collectively hereafter "Premises") and;

WHEREAS, that conveyance was subject to certain terms and conditions subsequent including, but not limited to, the obligation within eighteen (18) months of the date of the Deed to rehabilitate any building on the property and bring it into compliance with all State, County and local standards and to obtain within such time frame a Certificate of Occupancy for all buildings on the property, or to make all buildings granted a Certificate of Occupancy before the date of conveyance fit for the use stated in such Certificate of Occupancy; and



WHEREAS, to date, more than 18 months have passed since the of the date of the Deed to obtain a Certificate of Occupancy for the building or to make any building granted a Certificate of Occupancy before the date of the conveyance fit for the use stated in the Certificate of Occupancy; and

WHEREAS, the City served demand for return of the Premises on October 24, 2022, with Primo have acknowledged receipt of said demand by and through its attorneys on October 24, 2022; and

WHEREAS, Primo entered into a Donation Agreement dated [REDACTED] with Habitat for Humanity of Greater Newburgh (“Habitat”) to convey the Premises to Habitat; and

**Commented [KJ1]:** Donation Agreement provided is not dated. Only states August 2022.

WHEREAS, Primo has requested the City’s assistance in facilitating a transfer of the Premises to Habitat in an effort to resolve this matter without further litigation being required by the parties; such that

IT IS HEREBY CONSENTED AND AGREED by the parties to this litigation, that they be bound by the terms and conditions enumerated below, as follows:

1. The “Whereas” paragraphs stated above shall be restated and incorporated herein to give full force and effect to the same.
2. Primo shall work expeditiously to coordinate a closing of title to the Premises with Habitat.
3. The City shall execute a Release of Restrictive Covenants (“Release”) contained in the Deed to the Premises.
4. Said Release shall be provided to the title insurance company selected by Habitat to participate in the closing of title between Primo and Habitat, with said Release being held in escrow pending closing of title.



5. Provided that closing of title to the Premises between Primo and Habitat takes place on or before December 31, 2022, the City will consent to the release and recording of the Release.
6. Primo has had opportunity to consult with its attorneys on this matter and enter into this Agreement in accordance with its solicited legal advice, and in accordance with the rules outlined in its Operating Agreement or any other such agreement that may govern Primo's behavior.
7. Each party to this Agreement represents and warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions provided in this Agreement have been duly authorized by all necessary action of the respective entity and that the person executing this Agreement on its behalf has the full capacity to bind that entity.
8. The City Council of the City of Newburgh, by resolution number , has authorized and consented to the terms of the Agreement.
9. There are no other agreements, written or oral, pending between the Parties.
10. This Agreement is the full understanding between the parties, and any prior understandings or agreements are null and void.
11. The exchange of copies of this Agreement, including executed signature pages, by electronic transmission (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) will constitute effective execution and delivery of this Agreement for all purposes.

**Commented [KJ2]:** For insertion.

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[Signature page to follow.]



Signature Page  
Stipulation of Settlement, City of Newburgh / Primo, LLC

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IN WITNESS WHEREOF, this Agreement is entered into on the date first referenced herein.

CITY OF NEWBURGH

\_\_\_\_\_  
Todd Venning  
City Manager

PRIMO LLC

\_\_\_\_\_  
By: Benedetto Papaleo  
Member, Primo LLC

\_\_\_\_\_  
By: Joseph M. Saffioti, Esq.  
Saffioti & Anderson, P.C.  
Attorneys for Primo LLC



RESOLUTION NO.: 292 - 2022

OF

NOVEMBER 28, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
A PAYMENT OF CLAIM WITH VINCENT VISCONTI AND JANINE VISCONTI  
IN THE AMOUNT OF \$25,000.00**

**WHEREAS**, Vincent Visconti and Janine Visconti brought a claim against the City of Newburgh; and

**WHEREAS**, the parties have reached an agreement for the payment of the claim in the amount of Twenty-five and 00/100 Dollars (\$25,000.00) in exchange for a release to resolve all claims among them; and

**WHEREAS**, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Vincent Visconti and Janine Visconti in the total amount of Twenty-five and 00/100 Dollars (\$25,000.00) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.