City of Newburgh Council Work Session
Sesion de trabajo del Concejal de la Ciudad de Newburgh
November 22, 2022
6:00 PM

Council Meeting Presentations

1. 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

2. 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

   Habrá una audiencia pública el lunes 28 de noviembre de 2022 para escuchar comentarios públicos en relación con una ley local que enmienda el artículo III, titulado "Tasas de usuarios de saneamiento; tasas de usuarios de contenedores" del capítulo 183 del Código de Ordenanzas de la Ciudad de Newburgh

Finance/Finanza

3. 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

   Resolución 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 opción de vivienda del artículo 19 de la Ley de Impuestos sobre Bienes raíces del Estado de Nueva York

4. Resolution adopting the FY2023 Budget

   Resolution adopting the Budget for the Fiscal Year 2023

   Resolución adoptando el Presupuesto para el Año Fiscal 2023

Planning and Economic Development/Planificación y Desarrollo Económico

5. 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)

   Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a RipRap LLC a las instalaciones conocidas como 326 Liberty Street (Sección 12, Bloque 1, Lote 14)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

6. Design Services Agreement - Newburgh Colored 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 Colored 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 de Color de Newburgh en el Parque Downing

Resolutions of Support/ Resoluciones de Apoyo

7. 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

Boards and Commissions/Juntas y Comisiones

8. 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

Local Laws/Leys Locales

9. 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"

Executive Session/ Sesión Ejecutiva

10. Collective negotiations pursuant to article fourteen of the civil service law

    Negociaciones colectivas de acuerdo con el artículo catorce de la ley de servicio civil

11. Proposed, pending or current litigation

    Litigio propuesto, pendiente o actual

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 20 22

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

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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.

Underlining denotes additions
~~Strikethrough~~ denote deletions

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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.

Underlining denotes additions
~~Strikethrough~~ denote deletions

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RESOLUTION NO.: _____ - 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 $23,646,854 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 $977,470,261 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 $23,646,854 to be extended and apportioned and adjusted on said assessment roll at $12.992928 for Homestead Properties and $21.496170 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

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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.

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RESOLUTION NO.: _____-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

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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 WHO MAY OCCUPY	USE (OCCUPANCY CLASS)
First and Second 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









RESOLUTION NO.: _____ - 2022

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 COLORED 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 19th Century, including specifically African-Americans and people of color; and

WHEREAS, the City of Newburgh Colored Burial Ground 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 City of Newburgh Colored Burial Ground 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 proposal of the Newburgh Colored Burial Ground Committee, and dedicated a 30-foot by 85-foot area south of the cul-de-sac of Haible Way within Downing Park as the "Newburgh Colored Burial Ground Memorial in Downing Park" (the "Project"); and

WHEREAS, the City of Newburgh issued Request For Proposals ("RFP") number 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 that included members of the Newburgh Colored Burial Ground Committee, 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, and this Council finds that approving such design services agreement is in the best interests of the City; and

WHEREAS, funding for the agreement shall be derived from A.8684.0448 – Other Services;

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 Colored 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.

DRAFT

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.

DRAFT

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.

DRAFT

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.

DRAFT

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.

DRAFT

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:

DRAFT

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 inSection 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

DRAFT

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.

DRAFT

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.

DRAFT

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.

DRAFT

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.

DRAFT

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

DRAFT

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.

DRAFT

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.

DRAFT

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;

DRAFT

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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature and Acknowledgment Pages to Follow]

DRAFT

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

DRAFT

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

On the ____ day of _____, in the year 2022, before me 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 person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of _____, in the year 2022, before me personally appeared Elizabeth Hand-Fry, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of _____, in the year 2022, before me personally appeared Glenn LaRue Smith, 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 person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

DRAFT

SCHEDULE A – RFP #18.22 SUBMISSION BY CONSULTANT

SCHEDULE B – SURVEY AREAS

DRAFT

STUDIO HIP
LANDSCAPE ARCHITECTURE, PLLC

PUSH
STUDIO

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

PUSH Studio
220 Upshur Street NW #3, Washington, DC 20011
202.505.3515
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

STUDIO HIP
LANDSCAPE ARCHITECTURE, PLLC

PUSH
STUDIO

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.

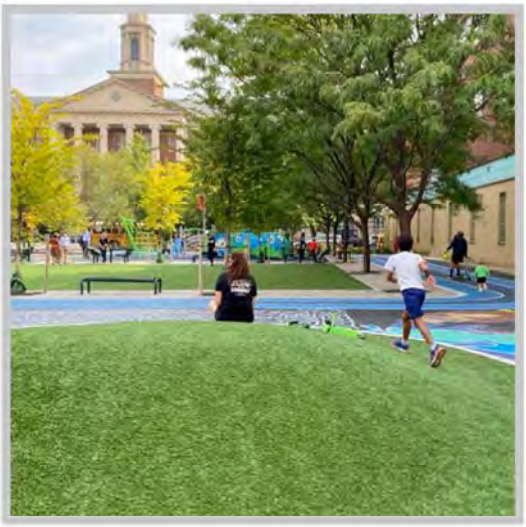
As a team of designers, historians, cultural, and environmental professionals, we believe that our team possess the requisite skills to envision a new and respectful resting place for these forgotten African Americans. Our group of highly experienced professionals is honored to have the potential of 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.

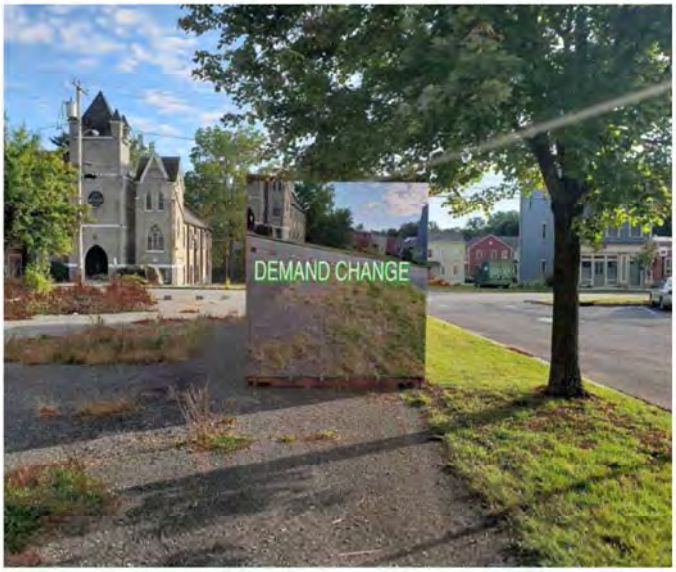
The PUSH studio design process is guided by three exploratory phases, ensuring teamwork and creative understanding.

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 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.

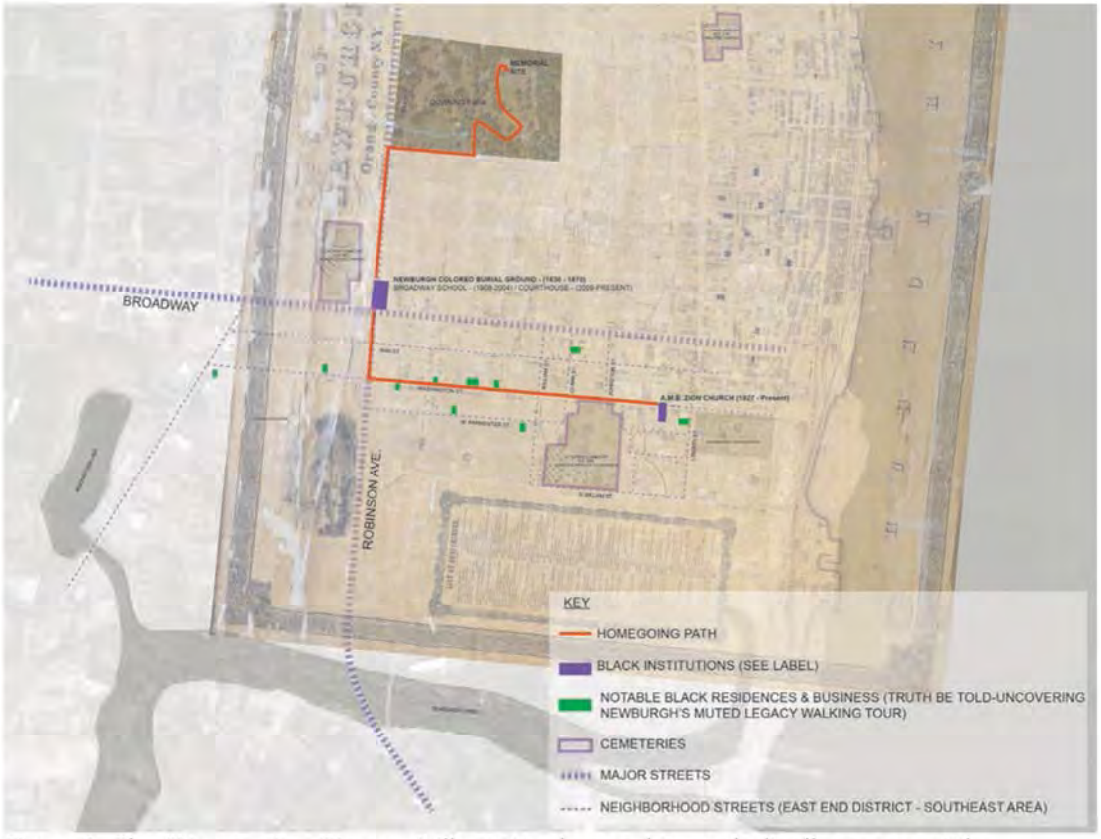


Figure 1: The "Homegoing Diagram" illustrates the need to symbolically reconnect the rediscovered African American remains to the African American Community of Newburgh by completing the Homegoing Path to the Memorial site at Downing Park. The path is a symbol of returning to permanent rest and public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

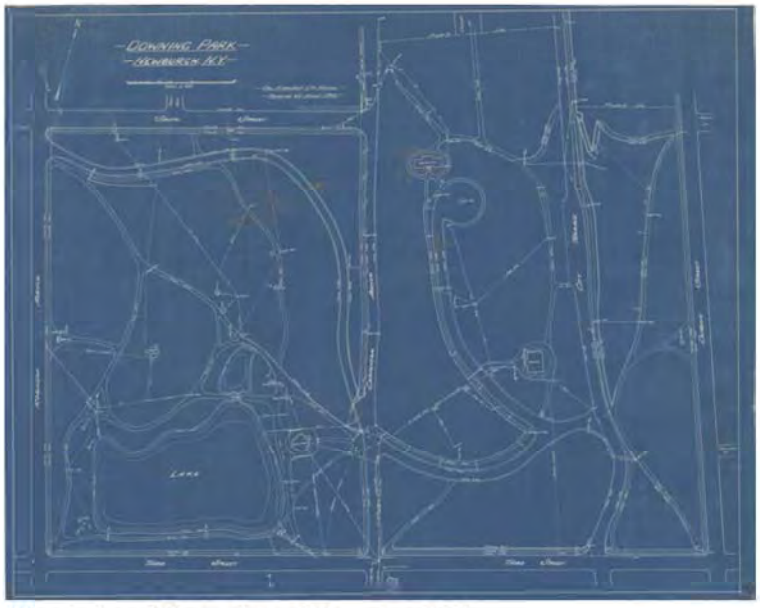
All stakeholders, consultants and the public are part of this collaborative team process. We understand the importance of transparency and clear lines of communication throughout the project schedule. The team will provide a consistent series of foundational and historical diagrams for feedback as a 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



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

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.

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

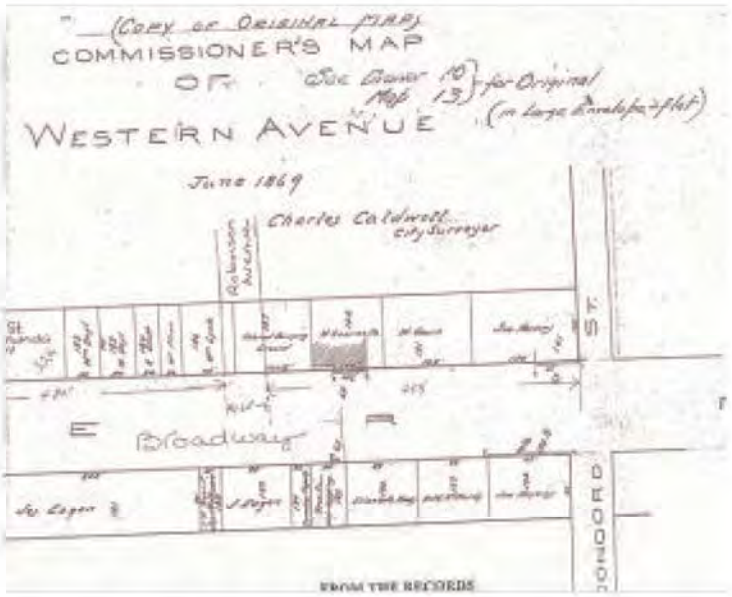
Site Investigation and Context

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

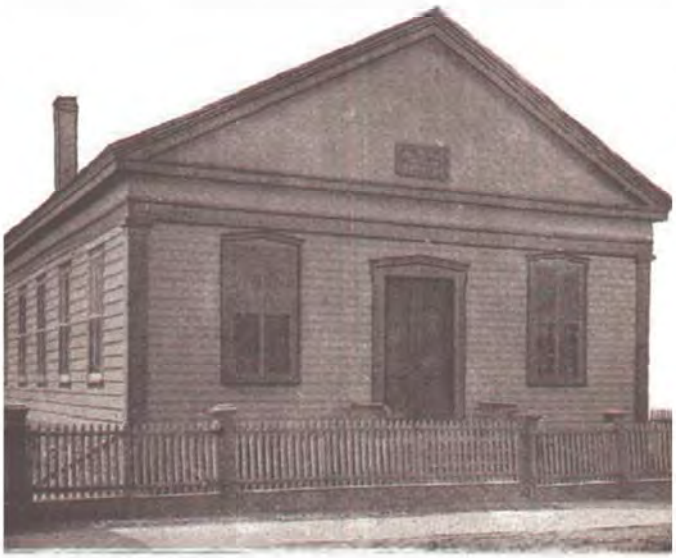
field visits immediately upon notice to proceed and do an assessment of existing features and prominent viewpoints, especially as the original intent of Downing Park as this is a place that typifies "borrowed view" with the sky as a constant memory. This is critical to ensuring a fundamental understanding 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.

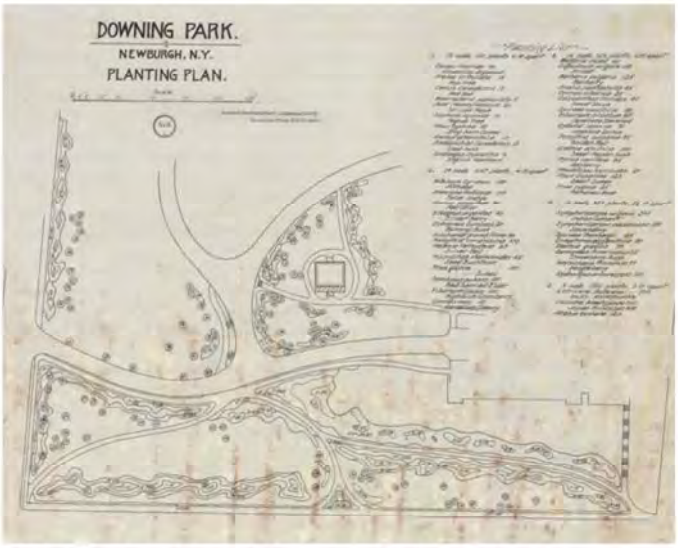
Once a preferred direction is identified, a final preferred plan for design refinement will be developed for the memorial park and reinterment area. The deliverable for Task 3 will be a package containing all conceptual plans, recap of all stakeholder meetings and community input and an annotated final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

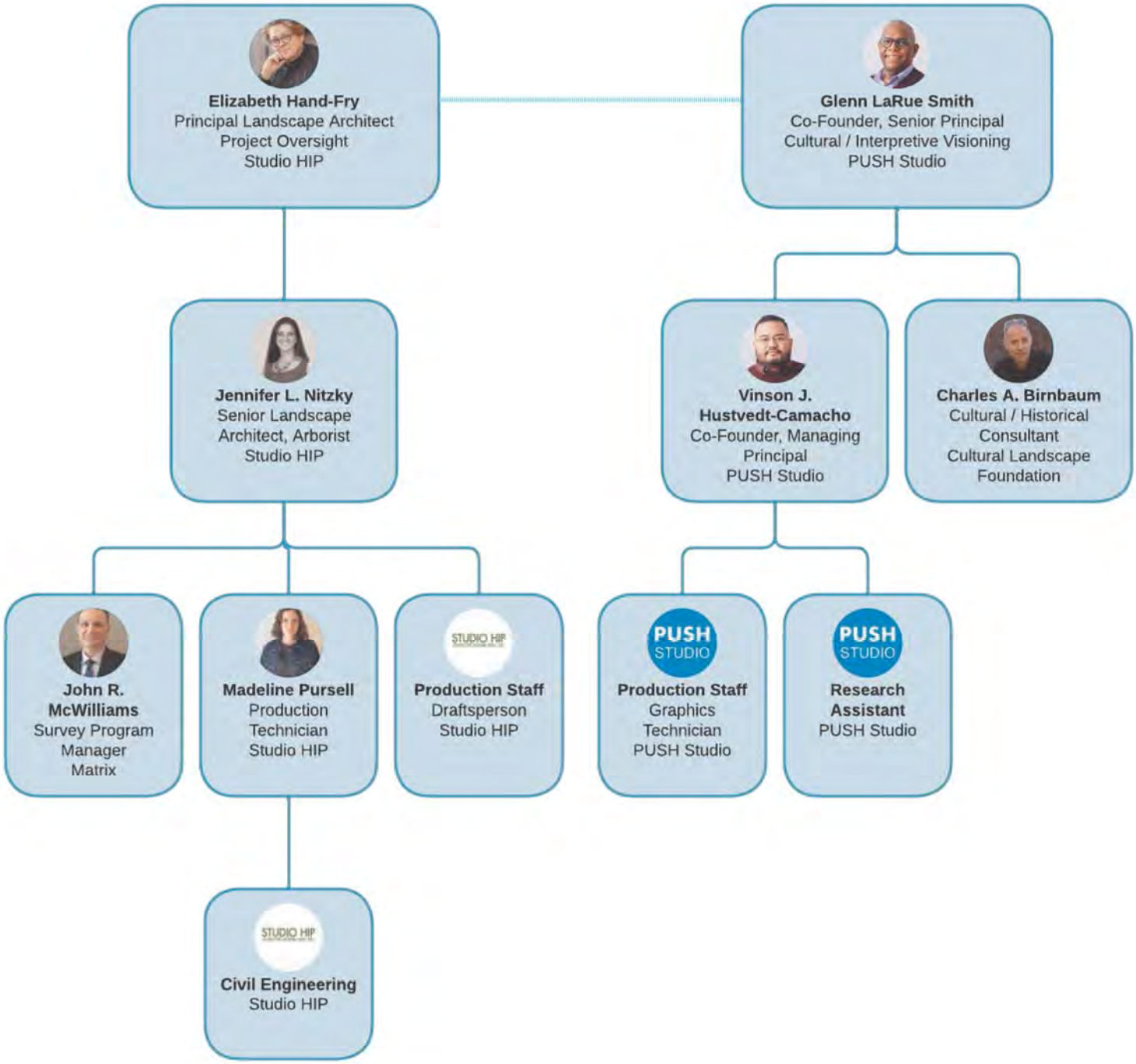


Charles A. Birnbaum, FASLA, FAAR
Founder, President & CEO
The Cultural Landscape Foundation
Roles: Cultural / Historical Consultant

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.



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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

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Harriet Tubman Sculpture & Plaza- Cambridge, MD

The Harriet Tubman sculpture, "Beacon of Hope" will be centrally located on an eliptical 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 commerative 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

STUDIO HIP
LANDSCAPE ARCHITECTURE, PLLC

PUSH
STUDIO













PS 152K, BROOKLYN, NY

DESIGN AND CONSTRUCTION SUPERVISION SERVICES

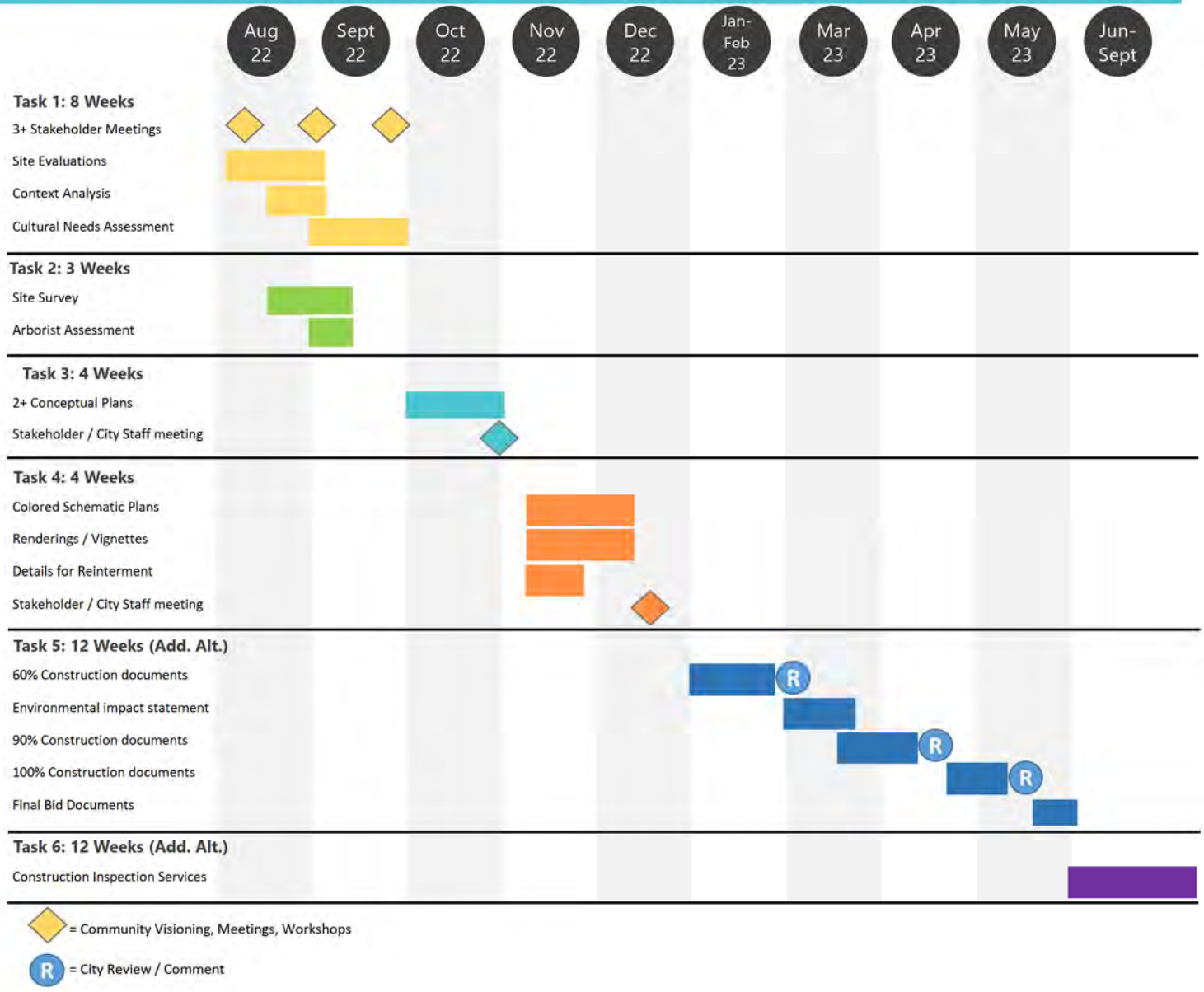
Located in Brooklyn's most diverse neighborhoods, Public School 152/315 Community Playground is a vibrant model of sustainable, equitable community-led design. An underutilized asphalt schoolyard was transformed into a dynamic new community park through a unique participatory design process. This collaborative 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 2021Honor 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.

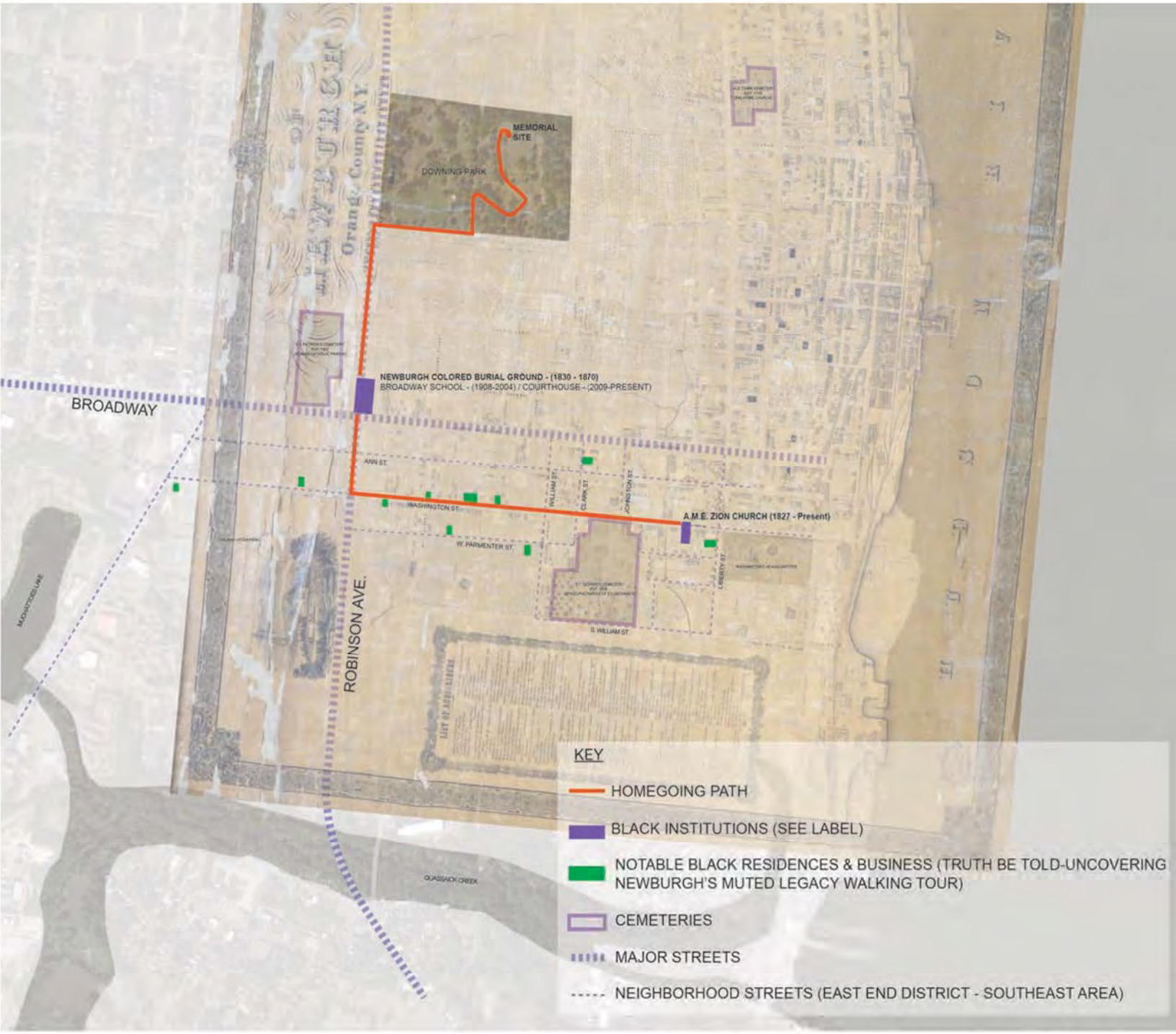
PROJECT SCHEDULE

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
Task 1	**Meet with the stakeholder group and City staff and gather input on design ideas. and develop a schematic plan for the memorial park area.**	
	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
	TASK 1 SUBTOTAL (Not to Exceed)	$29,483.00
Task 2	**Undertake survey which the design shall be based upon**	
	Site Survey Admin	$1,719.00
	Arborists / horticultural survey	$3,194.00
	Surveyor	$11,000.00
	TASK 2 SUBTOTAL (Not to Exceed)	$15,913.00
Task 3	**Develop two design schematics for review**	
	Draft conceptual plans (2 minimum)	$10,188.00
	Stakeholder review meeting	$4,008.00
	Final concept plans (2 minimum)	$7,292.00
	TASK 3 SUBTOTAL (Not to Exceed)	$21,488.00
Task 4	**Prepare visual aids to assist the stakeholder group and City staff present the project to the greater public.**	
	Renderings	$4,581.00
	Vignettes / 3D views	$5,397.00
	Details/ reinterment details	
	TASK 4 SUBTOTAL (Not to Exceed)	$9,978.00
	TOTAL TASKS 1-4	**$76,862.00**
Task 5 - ADD ALT	**Prepare necessary Bid Documents including undertaking necessary environmental review**	
	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
	TASK 5 SUBTOTAL (Not to Exceed)	$39,260.00
Task 6 - ADD ALT	**Provide construction inspection services**	
		$10,142.00
	TASK 6 SUBTOTAL (Not to Exceed)	$10,142.00

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
TOTAL FEE	Including Add. Alt. Items	**$82,862.00**

APPENDIX

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

STUDIO HIP
LANDSCAPE ARCHITECTURE, PLLC



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

STUDIO HIP
LANDSCAPE ARCHITECTURE, PLLC



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.

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

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

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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 Ordinace - 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.

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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 Ordinace - 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, streestscape and a 1 acre park.

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Suite 200
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 previous 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

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 knowledgable people. We have participted 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

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

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

PUSH STUDIO

Landscape
Design
Urbanism

220 Upshur St NW Washington, DC 20011 P: 202.505.3515 E: info@pushstudioform.com W: www.pushstudioform.com

REFERENCES

KLINE MEMORIALS

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Manassas, Virginia 20110

Rick Burroughs, President
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ZETA PHI BETA SORORITY INCORPORATED

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Washington, DC 20009

Kim D Sawyer, Centennial Monument Project Manager
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D+P PARTNERS ARCHITECTS, LLC

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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



Status: Report / 2022 **Client:** SSAAM / Sourland Conservancy **Location:** Skillman, NJ **Project Team:** Vinson Hustvedt-Camacho, Principal-in-charge Glenn LaRue Smith, Design Principal **Collaboration:** Mills + Schnoering Architects - Prime

STUDIO HIP
LANDSCAPE ARCHITECTURE, PLLC

PUSH
STUDIO











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



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PUSH Studio
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STUDIO HIP
LANDSCAPE ARCHITECTURE, PLLC

City of Newburgh Comptroller's Office
Attn: Robert Van Vlack, Purchasing Agent
83 Broadway, 4th 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

NORTH
Not To Scale

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Vendor Scoring Sheet
RFP #18.22 Landscape Architecture Services

VENDOR	Project Understanding and Approach (40 points)	Experience, Qualifications and Ability to provide scope of services (30 points)	Cost (20 points)	Schedule of Completions (10 points)	Total
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
7. Studio HIP Landscape Architecture, PLLC	**40**	**30**	**10**	**10**	**90**
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.: _____ - 2022

OF

NOVEMBER 28, 2022

A 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

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 10th 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.: _____ - 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

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

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

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

Katrina Cotten
25 Clark Street
Newburgh, NY 12550

Theresa Cramer (Board of Ed)
10 Hob Street
Newburgh, NY 125550

Vickiana Demora
48 Larter Avenue
Newburgh, NY 12550

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

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

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

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

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

Autumn Resto
45 Fleetwood Drive
Newburgh, NY 12550

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

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

Lorene Vitek
8 Continental Drive
New Windsor, NY 12553

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

LOCAL LAW NO.: _____ - 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.

§ 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.