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March 7, 2017  
Revised March 23, 2017

Mr. Francis Frobeld  
Village Manager  
Village of Hastings-on-Hudson  
7 Maple Avenue  
Hastings-on-Hudson, New York 10706

Re: *Proposal to Prepare Expanded EAF for Assisted Living Housing and Senior Housing Zoning Text Amendments*  
*Chazen Project 81650*

Dear Mr. Frobeld:

As a result of ongoing discussions with Village Attorney Linda Whitehead it has been suggested that the Village should undertake a comprehensive amendment of its zoning ordinance with respect to assisted living and senior living uses. The update should modernize the definitions and rules relating to assisted living and senior uses and provide for such uses in appropriate locations. This approach would avoid piecemeal review of individual applications and should ultimately provide for a smoother review process. If appropriate, Village comprehensive planning documents should also be amended to align with the zoning amendments.

These amendments are a Type 1 Action for SEQRA review. We believe that such review can be accomplished through preparation of an expanded EAF with additional analysis as you are required to study just the impacts of the changes to the zoning. Our approach will be to prepare a report quantifying the impacts of the zoning changes by, for example, analyzing the changes in development density resulting from the amendments (e.g. increased traffic, water and sewer generation, emergency calls, etc.) and identify conditions where additional analysis should be considered during any subsequent site plan review process. This would also help the Board in determining where these newly defined uses should be permitted. Additionally, we will identify parcel specific conditions (e.g. steep slopes, historic resources, viewsheds) that should be addressed in the review of any subsequent development project. After completion of the SEQRA process relating to the zoning amendments and adoption of the amendments, projects will be able to proceed, undertaking their own project specific SEQRA review with site plan/special permit review in the usual manner.

With this understanding we propose the following scope, schedule and fee.

## **Scope of Services**

### **Task 1: SEQRA Initiation**

The Project is a Type I Action. Since the Village Board is the only agency with the authority to adopt the zoning amendments it will serve as Lead Agency and no further coordination is required. The Village Attorney will be responsible for drafting the required Village Board resolution.

### **Task 2: Preparation of Expanded Environmental Assessment Form (EAF) Part 1 and Drafting of Proposed Zoning Amendment in Relation to Senior Uses**

Chazen will initially draft the proposed zoning amendment in relation to senior uses providing new definitions of the various uses and outlining the zones where they would be permitted and the parameters for the various uses. Chazen would then prepare a long form EAF for the amendments. The EAF will be accompanied by a report that evaluates existing conditions, the impact of the zoning changes by, for example, analyzing the changes in development density as result of the amendments (e.g. increased traffic, water and sewer generation, emergency calls, etc.) and conditions where additional analysis may be required during any subsequent site plan review process. Additionally, the report will identify parcel specific conditions (e.g. steep slopes, historic resources, viewsheds) that may be addressed in the review of any subsequent development project. It is anticipated that the report will address the following topics required to be considered by the SEQRA regulations, with a varying level of detail depending on relevance:

- Executive Summary
- Description of Zoning Amendments
- Required Approvals
- Purpose, Need, and Benefits of the Zoning Amendments
- Geology, Soils, Topography and Slope Stability
- Surface Water Resources
- Wetlands
- Cultural Resources
- Threatened, Rare, and Endangered Species
- Transportation
- Police, Fire, and Emergency Medical Services
- Fiscal Resources
- Utilities – Water, Wastewater and Storm Water

A draft EAF will be submitted to the Village Board and Attorney and revised in response to comment. Chazen will provide a digital copy of the document for posting on the Village's website, if desired.

### **Task Assumptions/Limitations:**

- Our scope does not include technical studies such as visual simulations, traffic impact studies, geotechnical studies, water and wastewater engineering studies, historic or cultural resource studies, floodplain and floodway studies, or other technical studies.
- The Village Attorney will prepare all required resolutions, notices and filings.
- The scope includes response to one round of Village Board and Attorney comments on the EAF.



### **Task 3: Preparation of EAF Part 2**

Chazen will prepare EAF Part 2. A draft will be submitted to the Village Board and Attorney and revised in response to comment. Chazen will provide a digital copy of the document for posting on the Village's website, if desired.

### **Task 4: Public Review Process, Preparation of EAF Part 3 and Determination of Significance**

Under this task Chazen will assist the Village with the public review process. This is anticipated to include one or more public meetings and hearings (a public hearing on the proposed zoning amendment is required), followed by revisions to the zoning amendments if requested by the Village. This task further includes preparation of EAF Part 3 evaluating the significance of impacts and preparation of the Determination of Significance. This task will be billed on a Time and Materials basis because the extent of the public review process and amendments are not known at this time. A budget estimate has been provided. During this phase the Board or Trustees must also refer the proposed zoning amendment to the Planning Board and Zoning Board for advisory reports. If requested, Chazen will appear before those Boards when they consider the amendment to assist with their review.

#### **Task Assumptions/Limitations:**

- The Village Attorney will prepare all required resolutions, notices and filings.

### **Task MT: Project Meetings, Conferences and Correspondence**

Under this task we will coordinate, prepare for, attend, participate and represent the Client at necessary meetings and conferences relevant to the project. When deemed necessary, meeting minutes/notes will be prepared and distributed to key team members for their records.

These services will be billed on an hourly basis in accordance with TCC's Schedule of Fees, attached.

Meetings/Conferences will include, but not be limited to the following:

- Meetings with the Village Attorney
- Meetings with the Village Board

### **Task RE00: Reimbursable Expenses**

This scope of services includes only the cost for the preparation of the work as outlined above and does not include our direct expenses, such as mileage, overnight mailings, and photocopying and map reproduction. An estimated budget has been included in the fee schedule for Reimbursable Expenses. Should we begin to approach the estimated budget we will notify you for a budget adjustment.

### **Schedule**

We are prepared to begin work on this project immediately. We anticipate completing the draft EAF Part 1 and zoning text amendment within four weeks of Notice to Proceed. We will thereafter work with the Village to develop a mutually agreeable schedule.

## Fee

Chazen will bill each Task as indicated in the following Fee Schedule Summary. Lump sum tasks will be billed on a percentage of completion basis. Time and Materials tasks will be billed at the rates in our Standard Rate Schedule, a copy of which is attached. Invoices will be issued monthly for all services performed during that month, and are payable upon receipt.

**Fee Schedule Summary**

| <b>Task No.</b>            | <b>Task Description</b>  | <b>Lump Sum Fee Bill</b> | <b>Time and Materials Estimate</b> |
|----------------------------|--|--------------------------|------------------------------------|
| <b>1</b>                   | SEQRA Initiation   | No Charge                |                                    |
| <b>2</b>                   | Preparation of Expanded Long Form Environmental Assessment Form (EAF) Part 1 and Drafting of Zoning Amendment in relation to Senior Uses | \$15,000                 |                                    |
| <b>3</b>                   | Preparation of EAF Part 2  | \$500                    |                                    |
| <b>4</b>                   | Public Review Process, Preparation of EAF Part 3 and Determination of Significance   |                          | \$7,500                            |
| <b>MT</b>                  | Project Meetings, Conferences and Correspondence   |                          | \$2,500                            |
| <b>RE00</b>                | Reimbursable Expenses  |                          | \$500                              |
| <b>Total Estimated Fee</b> |  | <b>\$15,500</b>          | <b>\$10,500</b>                    |
|                            |  | <b>\$26,000</b>          |                                    |

Mr. Francis Frobel  
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### **Agreement**

A copy of our standard agreement is attached. Execution of this agreement will serve as our Notice to proceed. Please feel free to contact me at (518) 469-2328 if you have any questions. We look forward to working with you and the Village Board.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Stuart', followed by a long, horizontal, wavy line that extends to the right.

Stuart F. Mesinger, AICP  
Vice President, Land Development

cc: Caren LoBrutto  
All proposals CC



*Professional Services Agreement*

*Project Name:* Hastings on Hudson Zoning Amendments

*Proposal Number:* \_\_\_\_\_

*Project Number:* 81650

**AGREEMENT MADE** this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (CELSLA), a New York professional corporation with its principal place of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to as "The Chazen Companies" or "Chazen") and The Village of Hastings-on-Hudson

\_\_\_\_\_ (hereafter referred to as "Client").

1. **PURPOSE:** Client hereby retains Chazen to perform the services described in the Proposal For Professional Services dated March 23, 2017 which is hereby made a part of this Agreement.
2. **COMPENSATION:** Chazen's compensation for services shall be as stated in the Proposal For Professional Services. Chazen shall submit invoices on or about the tenth day of each month. Invoices shall be payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month. At the beginning of each calendar year Chazen reserves the right to adjust its billing rates in accordance with Chazen's new annual fee schedule. Chazen may suspend its performance under this Agreement until all delinquent amounts due for services and expenses have been paid. All amounts due and owed Chazen under this Agreement shall be paid in full at the completion of services. Chazen may refuse to release reports, maps and materials prepared by Chazen for Client until all arrearages are paid in full. If Chazen is required to retain an attorney and/or collection agency to collect amounts due Chazen under this Agreement, Client agrees to pay Chazen's reasonable attorney's and/or collection fees together with the costs and disbursements of any such action.  
  
☐ A retainer in the amount of \$\_\_\_\_\_ will be required prior to the initiation of services. This retainer will be held until the end of the project and applied to Client's final invoice. Any excess amount will be returned to Client.  
  
☐ Final payment will be due upon delivery of the final work product (e.g. report, survey, etc.).
3. **COOPERATION:** Client agrees to keep Chazen informed of changes to the project scope and schedule, and shall arrange for and provide Chazen entry to property in order to perform the services. Client shall give Chazen prompt notice of any potentially hazardous or injurious conditions Client knows of or has reason to know of which may be present on property Chazen must enter. Client agrees to allow Chazen to display appropriate promotional signage during construction, and to allow Chazen to make a photographic record of the project prior to, during, and subsequent to construction. Client agrees to allow Chazen to use photographic images, along with information about the project and/or a description of the services provided, for promotional purposes without restriction or monetary compensation.
4. **PROJECT DOCUMENTS:**
  - A. All Documents which may include, but are not limited to, Plans, Specifications, Survey Plats, Technical Reports and Correspondence are instruments of service with respect to this Project, and Chazen shall retain an ownership and property interest therein, including the right to reuse the Documents. The right to alter the Documents belongs only to Chazen.
  - B. Client and Client's contractors or other consultants may rely only upon printed copies (also known as hard copies) of Documents that are signed and sealed by a Licensed Professional employed by Chazen. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies govern.
  - C. Any electronic copies (files) provided will be provided solely as a convenience and shall NOT be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a Licensed Professional employed by Chazen.
  - D. Be advised that electronic copies of Documents can deteriorate or be inadvertently modified without Chazen's consent, or may be otherwise corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of Documents.



*Professional Services Agreement*

*Project Name:* Hastings on Hudson Zoning Amendments

*Proposal Number:* \_\_\_\_\_

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- E. Any use, conclusion or information obtained or derived from electronic copies of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any use whatsoever or reliance on electronic copies of Documents.
- F. Client understands that Documents are not intended or represented to be suitable for any purpose other than that for which they were created. Any reuse or modification of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any reuse or modification of Documents.
- G. Client understands that it is a violation of New York State Education Law for any person to alter in any way any Document that has been signed and sealed by a Professional Engineer or Land Surveyor, unless he or she is acting under the direction of a licensed Professional Engineer or Land Surveyor and that the altering professional signs and seals the document and describes the alteration.
5. **RISKS, INSURANCE & LIMITATION OF LIABILITY:** Client and Chazen have discussed the risks, rewards and benefits of the project and Chazen's fees for services under this Agreement. Client and Chazen have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law:
- A. Chazen shall carry and maintain Workers Compensation, General Liability, Automobile Liability and Professional Liability insurance. Chazen will provide Client certificates of insurance upon request. Chazen will be responsible for the negligent actions of Chazen, and the employees and subcontractors of Chazen, within the terms and conditions of the insurance coverage maintained by Chazen, subject to the limitation of liability set forth in paragraph 5(C) below. Chazen will not be responsible for any loss or liability, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors, or consultants of Client.
- B. Chazen agrees that it will not bring hazardous or toxic materials onto Client's property. Client understands that the ordinary course of work performed by Chazen may result in the excavation and relocation of hazardous or toxic materials that were on or under the property before Chazen began its work. Client understands that Client is solely responsible for the cost of investigating, removing, and remediating such materials.
- C. Chazen's liability for claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the lesser of \$1,000,000 or the total compensation received by Chazen from Client, and Client hereby releases Chazen from any liability or contribution above such amount. This limitation of liability shall include but not be limited to Chazen's negligence, errors, or omissions. In no event shall Chazen be liable for incidental or consequential damages, including loss of profits or revenue resulting from any cause or causes.
6. **TERMINATION:** In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall remit all monies due Chazen within 30 days. Chazen at its sole discretion, may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Chazen personnel and subcontractors. Chazen assumes no duty to report hazardous or dangerous conditions not caused by Chazen and shall rely exclusively upon Client to report any such conditions.
7. **SEVERABILITY:** If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.
8. **NOTICES:** All notices shall be in writing and shall be sufficient if sent by first class mail or overnight mail to the addresses of Client and Chazen as shown herein. Notices shall be deemed as received three (3) business days after mailing. Each party hereby agrees to accept all mailed and hand delivered communications.
9. **ENTIRE AGREEMENT:** This Agreement and any attachments and exhibits identified herein represent all of the promises, agreements, conditions, understandings, and undertakings between Client and Chazen.

*Professional Services Agreement*

*Project Name:* Hastings on Hudson Zoning Amendments

*Proposal Number:* \_\_\_\_\_

*Project Number:* 81650

10. **AMENDMENTS:** This Agreement shall bind Client and Chazen and their successors and assigns. The parties may, by written agreement(s), modify and amend this Agreement. Any such amendment must be in writing and be signed by the party against whom enforcement of the amendment is sought. No breach of any part of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such a breach. The failure of any party to insist in any one or more instances upon strict performance of this Agreement shall not be construed as a waiver of the right to insist upon strict performance.
11. **GOVERNING LAW:** This Agreement shall be governed and construed by the laws of the State of New York. For purposes of any legal action or suit related to or arising out of this Agreement venue shall be Dutchess County, New York.
12. **COUNTERPARTS:** This Agreement, and any amendments or revisions thereto, may be executed in two or more counterparts each of which shall be deemed an original, but which together shall constitute one and the same instrument(s).
13. **REPRESENTATIONS:** Client and Chazen state that each has full power and authority to make, execute and perform this Agreement. Signatory for Client states that he is an officer, owner, partner, agent or attorney for Client. Neither Client nor Chazen is bankrupt or have availed themselves of any debtor's remedies nor are currently contemplating such.

*CLIENT* \_\_\_\_\_

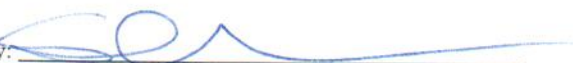
By: 

Printed Name: FRANCIS A. FROGD

Date: 3/23/17

**THE CHAZEN COMPANIES**

Chazen Engineering, Land Surveying  
& Landscape Architecture Co., D.P.C.

By: 

Printed Name: Stuart F. Messinger

Date: March 23, 2017