

September 17, 2026

Andy Stewart, Village Administrator Village of Nyack, NY
9 North Broadway Nyack, New York 10960

RE: Route 59 Master Plan and Corridor Commercial Zone Update

Dear Andy Stewart,

Thank you for selecting BFJ Planning to prepare a Master Plan and zoning recommendations for Route 59 in Nyack. We have refined our previously proposed scope so that it responds to the awarded grant and reflects our preliminary understanding of the Village's priorities. Your countersignature below will allow this letter and attachments to serve as a contract between the Village of Nyack and Buckhurst Fish & Jacquemart, Inc. (BFJ). Also attached is a standard contract addendum to cover the conduct of the work.

Please let me know if you have any comments regarding this planned approach. If it is acceptable, please sign below and return a signed copy to us. We are very pleased to be able to commence this work

Sincerely,



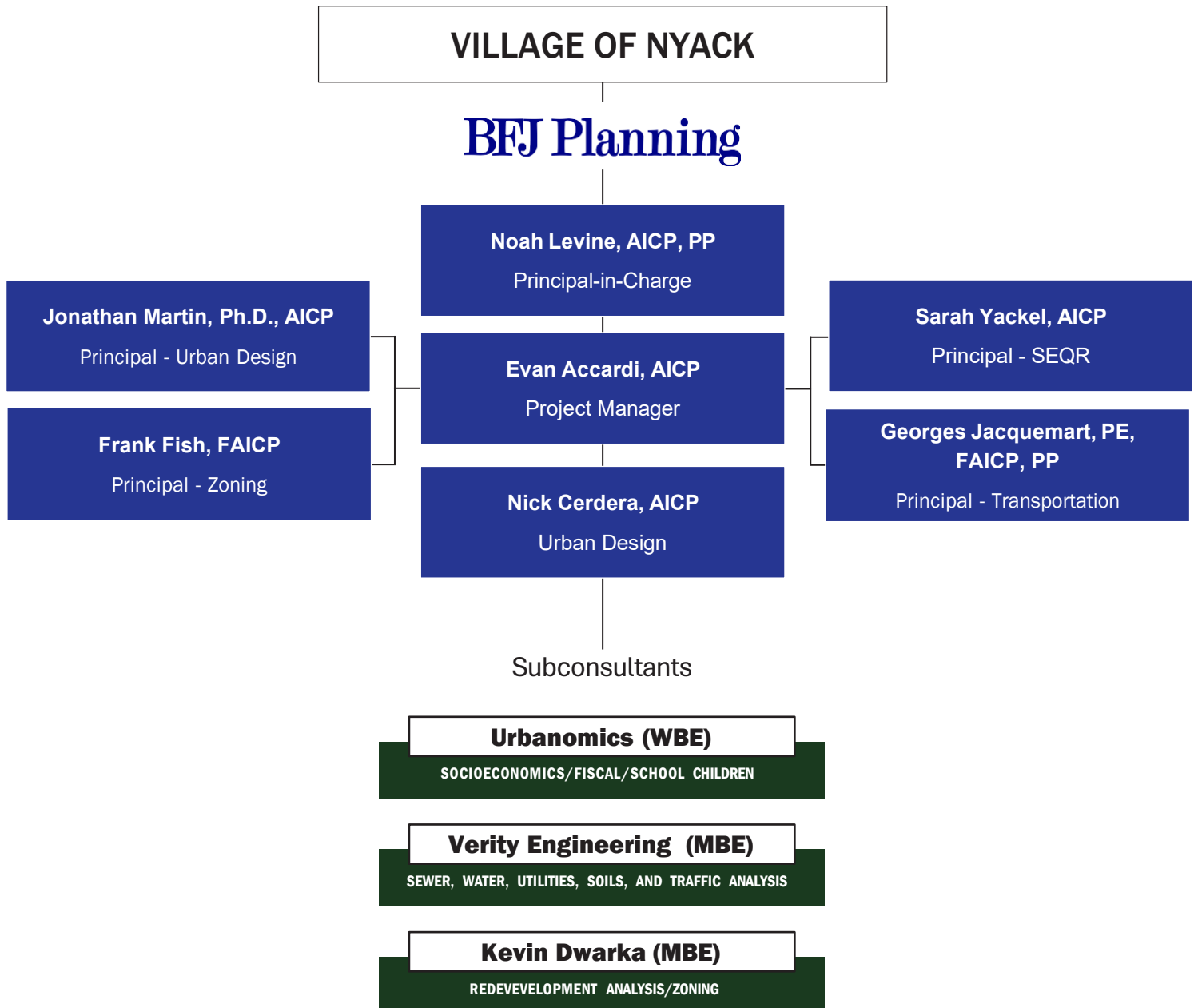
Noah Levine, AICP, PP
Associate Principal, BFJ Planning

Accepted by: 

Andrew Y. Stewart, Village Administrator
9/17/26

FRANK S. FISH FAICP
GEORGES JACQUEMART PE, AICP, PP
SUSAN FAVATE, AICP
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BUCKHURST FISH
& JACQUEMART, INC.
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7474

Organization Chart



Scope of Services

Our team uses a principal-led project management approach, supported by extensive experience in developing and maintaining realistic schedules and budgets. BFJ has a strong record of meeting project timelines, and we are confident in our ability to build trust with clients and stakeholders.

Task 1: Existing Conditions

Grant task: Defining the existing conditions and uses of the study area & areas immediately adjacent

BFJ will lead a comprehensive assessment of existing conditions within the Route 59 corridor study area and its surrounding context. This task will establish the baseline understanding needed to inform future land use, zoning, transportation, and redevelopment recommendations. Using GIS mapping, field observations, aerial imagery, property data, and available municipal information, the team will document existing land use patterns, development characteristics, ownership patterns, and other factors influencing corridor function and redevelopment potential.

The analysis will include a detailed evaluation of the built environment, including building types, development patterns, site design, streetscapes, and public realm conditions. BFJ will examine building scale and massing, setbacks, frontage conditions, parking configurations, pedestrian amenities, landscaping, and other elements that contribute to the corridor's physical character and user experience. The assessment will identify key opportunity sites, development trends, and physical constraints that should be considered as part of the study. The analysis will include information about parcels and buildings pertinent to providing a public purpose rationale if eminent domain proceedings are considered, such as vacancies, building conditions, and criticality to successful master planning and redevelopment.

BFJ will also assess transportation and mobility conditions along the corridor and within adjacent neighborhoods. This effort will evaluate the street network, sidewalks, crossings, transit access, bicycle facilities, and overall connectivity to identify barriers to mobility, safety concerns, and opportunities for improvement.

Deliverables

- Existing Conditions Inventory and Analysis
- Parcel level attribute table containing key data – ownership, size, assessed value, etc.

Task 2: Review of Existing Plans

Grant task: Conformity with Village Comprehensive Plan & Nyack Forward Program

BFJ will conduct a comprehensive review of relevant planning studies, policy documents, and redevelopment initiatives that affect the Route 59 corridor. The purpose of this task is to ensure that the corridor study and resulting zoning recommendations are informed by and consistent with previously adopted community goals, redevelopment strategies, and economic development objectives. The review will focus on the Village of Nyack Comprehensive Plan, the NY Forward plan and other planning efforts that have identified recommendations relevant to the corridor. Key findings will be organized into a matrix that identifies common themes, implementation priorities, and policy recommendations.

Given the regional importance of Route 59, the analysis will also consider broader planning initiatives, including the Rockland County Comprehensive Plan. BFJ will identify opportunities to align corridor recommendations with these initiatives and leverage ongoing investments and programs.

Because Route 59 is a New York State roadway, BFJ will coordinate with the New York State Department of Transportation (NYSDOT) to better understand current conditions, planned capital improvements, operational considerations, and long-term transportation objectives for the corridor.

Deliverables

- Existing Plans and Policy Framework Memorandum

Task 3: Demographic and Socioeconomic Analysis

Grant task: Creating a Demographic Profile

As part of this task, Urbanomics will prepare a demographic and socioeconomic profile of the Study Area and surrounding market area to better understand the population and economic trends shaping the Route 59 corridor. The analysis will examine characteristics such as population growth and change, age distribution, household composition, income levels, educational attainment, housing tenure, commuting patterns, employment sectors, and other relevant demographic indicators.

In addition, Urbanomics will conduct a high-level market scan of demographic, employment, and real estate conditions to assess current and near-term demand for residential, commercial, mixed-use, and other development types. The analysis will evaluate market strengths and constraints, identify

potential redevelopment opportunities, and assess the corridor's ability to accommodate future growth. Findings from the demographic profile and market analysis will inform public

outreach efforts, support development of realistic redevelopment scenarios, and provide a baseline for evaluating the potential impacts of future zoning changes.

The findings will also help guide corridor planning objectives by identifying gaps in housing, services, employment opportunities, and commercial offerings, while providing the basis for SEQR analyses as detailed in Task 9. Deliverables will include demographic and socioeconomic data tables, maps, graphics, and a summary memorandum documenting key findings and planning implications.

Deliverables

- Demographic Profile Memorandum

Task 4: Community Engagement and Stakeholder Outreach

Grant task: Stakeholder Engagement and Design Charettes

A successful study will require meaningful engagement with residents, property owners, businesses, institutions, elected officials, and other stakeholders. BFJ will develop and implement a Community Engagement Plan to ensure broad participation throughout the planning process and to build consensus around the corridor's future vision and recommendations.

The engagement effort will include a combination of public meetings, stakeholder interviews, field-based activities, and online outreach. Early in the process, BFJ will identify key stakeholders and develop a contact database that includes property owners, business owners, community organizations, neighborhood representatives, institutional stakeholders, and regional agencies. This list will be expanded and refined throughout the study and will serve as the foundation for project communications and outreach.

BFJ will work closely with the Village of Nyack and the Town of Clarkstown to ensure that engagement reflects the corridor's regional nature and captures perspectives from both municipalities. The team will conduct interviews and small-group meetings with municipal staff, elected officials, business leaders, property owners, and other stakeholders to better understand existing challenges, opportunities, and priorities for the corridor. These discussions will help inform the study's analysis and recommendations while identifying areas of potential collaboration between the Village and Town.

Project Website and Communications

BFJ will either support the Village in maintaining project information on the Village website or create a dedicated project website. The website will serve as a central source of information and will include project updates, meeting announcements, presentation materials, draft documents, and

opportunities for public participation. Digital outreach tools, email notifications, social

media, and other communication methods will be used throughout the study to maximize participation and awareness.

Corridor Tour

At the outset of the study, BFJ will conduct a corridor tour with Village and Town representatives, stakeholders, and interested community members. The tour will provide an opportunity to observe existing conditions firsthand, discuss transportation and land use issues, identify key opportunity sites, and gather initial feedback regarding the corridor's strengths and challenges.

Stakeholder Meetings

The project team will conduct a series of stakeholder interviews and focus-group discussions with municipal officials, business and property owners, community organizations, and other interested parties. These meetings will help develop a detailed understanding of local concerns, redevelopment opportunities, mobility challenges, and desired outcomes for the corridor.

Public Workshops

BFJ will facilitate two public workshops during the planning process. The first workshop will introduce the project, present initial findings, and gather community input on existing conditions, opportunities, challenges, and priorities for the Route 59 corridor. Interactive exercises and facilitated discussions will encourage participants to share ideas and help shape the study from its earliest stages.

To maximize participation and create a more engaging experience, BFJ is open to structuring the kickoff workshop as a multi-part charrette, potentially held on a Saturday. This format could begin with a guided walking tour of the corridor, allowing participants to observe conditions firsthand and discuss issues and opportunities in the field. The walking tour would be followed by an interactive indoor

workshop where attendees can share observations, review project information, and participate in facilitated discussions about the corridor's future vision and priorities.

The second workshop will focus on preliminary recommendations, zoning concepts, and corridor improvement strategies. Participants will have the opportunity to review alternatives, provide feedback on proposed approaches, and help refine the study's recommendations before they are finalized.

Following each workshop, BFJ will prepare a summary memorandum documenting meeting activities, key themes, participant feedback, and next steps. Meeting materials and summaries will be posted online to ensure transparency and continued public access to project information.

Deliverables:

- Community Engagement Plan

- Stakeholder Contact Database, including owners of existing buildings and vacant land
- Project Website and Online Engagement Platform
- Stakeholder Interview Summaries
- Two Public Workshops
- Workshop Presentation Materials
- Public Workshop Summary Memoranda

Task 5: Redevelopment Analysis

Grant task: Identify Redevelopment Opportunities, including potential Catalyst Sites

A key component of this task will be to identify redevelopment and infill opportunities. BFJ Planning will inventory vacant, underutilized, and strategically located properties and evaluate their potential to support future investment and redevelopment. The analysis will document site-specific characteristics, ownership patterns, access conditions, visibility, surrounding land uses, and other factors that may influence redevelopment potential. Particular attention will be given to identifying catalyst sites that have the capacity to stimulate broader corridor revitalization and advance community goals.

The team will assess opportunities for a range of development and redevelopment scenarios and evaluate how existing zoning and development regulations may either support or constrain desired outcomes. This analysis will help identify locations where regulatory changes, infrastructure investments, or public-private partnerships could encourage reinvestment and improve corridor performance.

BFJ and Verity Engineering will jointly assess environmental and infrastructure conditions that may affect future development opportunities, with a focus on identified opportunity and catalyst sites. This effort will include a review of natural resources, environmentally sensitive features, stormwater management considerations, utility infrastructure, site access, and other physical

constraints or assets. The findings will help ensure that future redevelopment strategies and zoning recommendations are practical, sustainable, and responsive to site-specific conditions.

Deliverables

- Redevelopment Opportunity Site Analysis

Task 6: Zoning Analysis and Recommendations

Grant task: Zoning Analysis, coordinating with the town of

Clarkstown to better align zoning across municipalities

BFJ will review the zoning and regulatory framework along the Route 59 corridor to understand how existing regulations influence development patterns, investment, and redevelopment opportunities. The analysis will document zoning districts, permitted and special permit uses, dimensional standards, parking requirements, design regulations, and development review procedures. Attention will be given to identifying regulatory barriers and opportunities related to mixed-use development, housing, commercial reinvestment, walkability, and corridor revitalization.

Because Route 59 functions as a regional corridor that crosses municipal boundaries, the study will also include a comparative review of regulations and development patterns within the Town of Clarkstown. The review will identify opportunities for greater consistency and coordination where appropriate, while recognizing the unique goals and priorities of each municipality.

BFJ will meet with Village of Nyack and Town of Clarkstown staff, elected officials, and other relevant stakeholders to discuss regulatory challenges, development trends, recent planning initiatives,

and long-term objectives for the corridor. Based on these findings, the team will develop a zoning approach that supports the corridor vision, encourages appropriate redevelopment and investment, improves compatibility between land uses, and advances shared economic development goals.

Recommendations may include zoning amendments, revised development standards, design guidelines, overlay districts, or other regulatory tools to better support future growth and revitalization.

Streetscape and Public Realm Design Guidelines

BFJ will develop streetscape, site design, and public realm recommendations to support the vision, goals, and implementation strategies of the Route 59 Corridor Plan and to help establish a cohesive and attractive character for the corridor. These recommendations will be incorporated as a component of the Corridor Plan and are intended to provide planning-level guidance for future public improvements, private redevelopment, and capital investments. Recommendations may address, as appropriate, building orientation and relationship to the street; setbacks and frontage conditions; sidewalks and pedestrian connections; crosswalks; street trees and landscaping; lighting; street furniture; bicycle facilities; transit amenities; parking lot location and screening; curb cuts and access management; signage and wayfinding; and opportunities for green infrastructure.

Recommendations shall distinguish between improvements within the NYSDOT-controlled right-of-way, which may require NYSDOT approval, and measures that could be considered by the Village through future zoning amendments, site plan review procedures, development approvals, capital projects, or improvements on Village or private property. The recommendations are intended to serve as planning guidance and implementation

strategies within the Corridor Plan and are not intended to constitute a standalone design manual, regulatory design standards, or zoning code language. However, these guidelines could be referenced within the zoning code and incorporated as an appendix or supporting document.

BFJ shall prepare representative diagrams, concept sketches, sections, and/or photographic precedents, as appropriate, to illustrate recommended streetscape and public realm concepts for key locations or typical conditions along the corridor. Such materials will be illustrative in nature and intended to communicate the character and design intent of the recommendations rather than establish detailed engineering specifications, regulatory requirements, or code-ready design standards.

Development Implementation Strategy

Consultant shall evaluate and recommend implementation mechanisms reasonably available to the Village to encourage realization of the preferred redevelopment scenario. The analysis shall address, as appropriate, feedback on feasibility from potential developers, zoning and development standards; incentives; infrastructure and streetscape investments; parcel assembly; public-private partnerships; disposition or acquisition of property; development agreements; requests for proposals or expressions of interest; potential use of a preferred or designated developer; use of eminent domain; and other implementation mechanisms.

Recommendations shall distinguish between actions that may be implemented directly through the proposed zoning and actions requiring subsequent legislative, administrative, financial, property-acquisition or development-partner actions by the Village.

Developer and Investor Market Engagement

Consultant shall advise the Village regarding whether, when, and how engagement with developers, property owners, investors, lenders, brokers and other real-estate market participants should be incorporated into the planning process to test the financial feasibility and market responsiveness of proposed redevelopment concepts and zoning recommendations.

Such engagement shall be structured to provide the Village with practical information concerning development economics, investor requirements, market demand, financing constraints, parcel size and assembly needs, parking, density, building form, permitted uses, approval processes and other factors materially affecting the likelihood that development contemplated by the Master Plan will actually occur.

Consultant shall advise the Village regarding the appropriate timing for such market testing, including whether developer/investor input should occur before selection of the preferred redevelopment scenario, during preparation of proposed zoning, and/or prior to final zoning adoption.

Deliverables

- Preliminary Zoning Strategy and Regulatory Framework
- Route 59 Streetscape and Public Realm Design Memorandum Development Implementation Strategy

Task 7: Build-out Analysis

Grant task: Fiscal analysis of redevelopment sites

Following development of the preferred zoning strategy, BFJ Planning, with assistance from Kevin Dwarka, will prepare a build-out analysis to evaluate the development potential under the proposed zoning framework. The analysis will identify vacant and underutilized sites that may be redeveloped over time and estimate the amount and type of future development that could reasonably occur within the study area. Key assumptions will include permitted land uses, development densities, building heights, parking requirements, site constraints, and infrastructure considerations. The build-out analysis will be used to test the long-term implications of the proposed zoning approach and establish a reasonable development scenario for planning purposes.

As part of this effort, BFJ (with support from Urbanomics or Kevin Dwarka) will prepare a high-level fiscal analysis of potential redevelopment sites to provide a general understanding of the potential economic and tax base benefits associated with future investment along the corridor. This analysis will focus on identifying the relative fiscal implications of redevelopment rather than developing detailed financial projections. The analysis will focus on parcels within the Village of Nyack and will reference any similar data available from the Town of Clarkstown for adjacent relevant parcels on Toto Court or elsewhere..

To support decision-making and public engagement, BFJ will prepare digital massing and visualization models illustrating how redevelopment could occur under the proposed zoning framework. These graphics will help elected officials, stakeholders, and community members understand the scale and character of potential future development while recognizing that redevelopment is likely to occur incrementally over time. Feedback received from public workshops, stakeholders, and municipal officials will be incorporated into the final build-out scenario prior to completion of the study and any subsequent environmental review.

Potential Preferred Development Partner

Consultant shall advise the Village, in coordination with Village counsel, regarding the advantages, disadvantages, appropriate timing and potential process for identifying or engaging a preferred development partner for one or more catalyst redevelopment sites.

If the Village determines that consideration of a preferred developer is appropriate, Consultant shall advise the Village concerning how development-partner input may be used to test the feasibility of proposed zoning and redevelopment concepts while preserving the Village's independent land-use decision-making process and compliance with applicable

legal, procurement, disposition, ethics and other requirements.

Consultant shall evaluate whether the proposed zoning and development standards are reasonably capable of attracting private investment and producing the type, scale and quality of development contemplated by the Master Plan, and shall recommend adjustments where market testing indicates a material disconnect between the Village's objectives and development feasibility.

Consultant's Services related to developer participation shall be limited to supporting the evaluation of redevelopment concepts and the preparation and adoption of applicable zoning, land use, and related implementation measures contemplated under this Scope of Services. Upon completion of such zoning and associated scope items, Consultant's Services shall be deemed complete. This Scope of Services does not include developer selection, negotiation of development agreements, disposition agreements, incentive agreements, or other negotiations between the Village and a developer, nor does it include advisory or support services related to project implementation following completion of the zoning process, unless such services are expressly authorized through a separate written amendment to this Agreement.

Deliverables

- Development Capacity and Build-Out Analysis

Task 8: Draft Zoning Regulations and SEQR

Grant task: Draft Legislation; SEQRA and GML reviews, Infrastructure analysis

Building on the findings of the previous tasks, BFJ Planning will prepare draft zoning recommendations for the Study Area in coordination with Village staff, elected officials, and project stakeholders. The recommendations will be designed to support the corridor vision, encourage appropriate redevelopment, improve corridor character, and address identified barriers to investment. Depending on the preferred approach, the recommendations may include revisions to zoning districts, use regulations, dimensional standards, parking requirements, design standards, overlay zoning provisions, and other implementation tools. Draft regulations will be developed to integrate with the Village's existing zoning framework and reflect community goals identified throughout the planning process.

As part of this task, BFJ will support the environmental review process required to evaluate the proposed zoning changes. Building upon the planning-level build-out analysis completed in Task 7, the BFJ team will prepare the documentation necessary to support SEQR compliance and assist the Village throughout the review process.

The environmental review will evaluate the potential effects of the proposed zoning framework on land use, community character, transportation, infrastructure, and

environmental resources. Because the proposed action involves zoning changes rather than approval of specific development projects, the analysis will focus on a reasonable future development scenario based on the proposed zoning and planning-level impacts associated with potential redevelopment.

Our proposal includes preparation of an Environmental Assessment Form (EAF) and supporting appendices addressing potential impacts, including fiscal impacts, school-age population generation, and transportation considerations. Additional technical analyses may be prepared as warranted to evaluate infrastructure capacity, stormwater management, visual character, and other environmental topics. If the environmental review determines that a Generic Environmental Impact Statement (GEIS[AS1]) is required, additional time and effort would be needed to prepare and coordinate that process, and we would discuss an appropriate supplemental budget with the Village at that time.

The environmental analysis will build on the planning-level build-out assessment described in Task 7 and will evaluate the potential effects of redevelopment within the Route 59 Study Area under both existing and proposed zoning conditions. The analysis will identify likely redevelopment opportunities and estimate the scale of future growth that could occur over time. Our scope anticipates preparation of an Environmental Assessment Form (EAF) supported by several technical memoranda addressing key impact areas, including the following:

- **Fiscal and Market Analysis:** Urbanomics will prepare a planning-level fiscal impact assessment to estimate the potential municipal revenue and service cost implications associated with future redevelopment scenarios. As part of this effort, we will evaluate the potential for school-age population generation associated with anticipated residential development and assess potential implications for local school districts.
- **Transportation Analysis:** Led by Verity Engineering, this section will evaluate transportation conditions and the potential effects of future redevelopment on the Route 59 corridor. The analysis may include a review of roadway operations, key intersections, multimodal connectivity, transit access, pedestrian and bicycle facilities, and parking considerations. The memorandum will identify transportation-related constraints and opportunities and may recommend improvements to support future development and corridor mobility goals.
- **Water, Wastewater, Stormwater, and Utilities:** Verity Engineering will assess the capacity of existing infrastructure systems serving the corridor, including water, sewer, stormwater, and utility networks. The analysis will identify any known constraints or improvements that may be needed to accommodate future redevelopment and support implementation of the study recommendations.

Additional technical memoranda may be prepared if warranted by the environmental review process. Upon completion of the EAF, BFJ will assist the Village in coordination with involved agencies and the SEQR review process, including preparation of any required revisions and supporting documentation needed for environmental determinations.

BFJ will also assist the Village with required agency coordination and referrals, including review by the Rockland County Planning Department pursuant to General Municipal Law Section 239-m. The team will help prepare application materials, respond to agency comments, and revise draft zoning recommendations as needed prior to adoption.

BFJ shall identify those elements of the Streetscape and Public Realm Design Guidelines appropriate for implementation through zoning, site plan standards, design standards, development review requirements, or other Village regulatory mechanisms and shall incorporate such provisions into the proposed zoning amendments where appropriate.

Deliverables

- Draft Zoning Recommendations
- Environmental Assessment Form (EAF) and Supporting Technical Appendices
- Agency Coordination and GML §239-m Review Support

Task 9: Final Zoning Recommendations and Adoption

Grant task: Finalize Draft Legislation

BFJ will work closely with the Village to refine and finalize the proposed zoning amendments. To build consensus and facilitate a smooth adoption process, BFJ will engage Village officials throughout the project and provide regular updates on study findings, public input, redevelopment opportunities, and draft zoning recommendations.

The project team will attend and facilitate meetings with the Village Board to review key milestones, discuss policy options, and gather feedback on proposed zoning changes. These meetings will provide opportunities for Village officials to review recommendations as they are developed, identify concerns, and guide refinement of the proposed regulatory framework before formal consideration. BFJ will document comments and recommendations and incorporate revisions as appropriate.

Prior to adoption, BFJ will assist the Village in preparing materials for public review and public hearings. The team will attend the public hearing, present the proposed zoning amendments, respond to questions, and support Village staff throughout the adoption process. Following the hearing, BFJ will prepare any final revisions and assist with adoption documents as needed.

Consultant shall incorporate the recommendations of the Development Implementation Strategy into the final Master Plan and provide the Village with a prioritized implementation program identifying immediate, near-term and longer-term actions necessary to advance the preferred redevelopment scenario.

Deliverables

- Village Board Briefings and Coordination Meetings
- Presentation Materials and Meeting Summaries
- Final Zoning Text and Map Amendments

EXHIBIT A

BUDGET

Route 59 Master Plan and Corridor Commercial Zone Update

The following fee schedule has been developed to align with the scope of work, level of technical analysis, and anticipated deliverables associated with the Route 59 Master Plan and Corridor Commercial Zone Update. Fee allocations have been distributed across tasks based on the BFJ Team's experience delivering similar corridor planning, zoning, redevelopment, and environmental review projects throughout the region, with consideration given to the complexity and anticipated effort required for each phase of work.

Our team is confident in its ability to successfully complete the proposed scope within the project budget while maintaining the high level of technical expertise, stakeholder engagement, and coordination required to achieve the Village's objectives. This budget represents a good-faith estimate based on the currently defined scope and our understanding of project requirements. It has been structured to provide flexibility as the planning process evolves while ensuring adequate resources are available to support all major project components.

Consistent with our commitment to advancing New York State's supplier diversity objectives, the proposed budget includes a 30% participation allocation for Minority- and Women-Owned Business Enterprises (M/WBE firms). The BFJ Team remains committed to meeting or exceeding the State's M/WBE participation goals while delivering a coordinated and high-quality planning process.

Consultant shall not reallocate compensation among tasks, materially modify the scope of a task, substitute a material subconsultant, or incur costs outside the approved Grant budget without prior written authorization from the Village. Where HTC approval is required under the Grant Agreement, Village authorization shall be conditioned upon receipt of such approval.

Project Budget

Task	Description	Budget by Task	M/WBE Budget
Task 1	Existing Conditions	\$24,000	
Task 2	Review of Existing Plans	\$10,000	
Task 3	Demographic & Socioeconomic Analysis	\$16,000	\$12,000
Task 4	Community Engagement & Stakeholder Outreach	\$36,000	\$4,000
Task 5	Redevelopment Analysis	\$22,000	\$8,000
Task 6	Zoning Analysis & Recommendations	\$25,000	\$8,000
Task 7	Build-Out Analysis	\$22,000	\$14,000
Task 8	Draft Zoning Regulations and SEQR	\$35,000	\$12,000
Task 9	Final Zoning Recommendations & Adoption	\$10,000	\$2,000
TOTAL		\$200,000	\$60,000 (30%)

M/WBE Participation

BFJ's proposal states that the budget includes a 30% participation allocation for Minority- and Women-Owned Business Enterprises (M/WBE firms), totaling \$60,000.

Total Project Budget: \$200,000

EXHIBIT B

PROJECT SCHEDULE AND BENCHMARKS

Route 59 Master Plan and Corridor Commercial Zone Update

The Consultant shall commence work promptly following execution of the Agreement and receipt of authorization to proceed from the Village. The Consultant acknowledges that the underlying HTFC Grant Agreement expires August 10, 2027. All substantive Services and final project deliverables shall be completed no later than June 30, 2027, with final billing, M/WBE documentation and Consultant-generated Grant closeout documentation submitted no later than July 15, 2027.

The following timeline illustrates the anticipated sequencing and general schedule of tasks required to complete the Scope of Work between project initiation and completion. The timeline is intended to provide a planning-level overview of key project activities, milestones, public engagement efforts, and major deliverables. A more detailed description of each task, including its objectives, scope, and associated deliverables, is provided in the Scope of Work section. Actual task durations and milestone dates may be adjusted as necessary based on project needs, agency coordination, and timely review and feedback from the Village and other project stakeholders.

The schedule is contingent upon the timely participation and cooperation of the Village. It is anticipated that draft deliverables submitted by the Consultant will be reviewed by the Village and consolidated comments, decisions, approvals, and other requested information will be provided within fourteen (14) calendar days of receipt. Any delay in such review, comment, approval, or provision of information by the Village may require a corresponding extension of the project schedule and delivery deadlines.

ROUTE 59 MASTER PLAN AND CORRIDOR COMMERCIAL ZONE UPDATE

Project Timeline

Description	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Project Management (ongoing)										
Project Management and Staff Meetings	■	■	■	■	■	■	■	■	■	■
Contract Management and M/WBE/SDVOB Reporting	■	■	■	■	■	■	■	■	■	■
Task 1 - Existing Conditions										
A. Inventory and Analysis	■	■								
B. Parcel Attribute Table / Ownership & Site Assembly Database	■	■								
MILESTONE: Confirm Study Area Boundaries	■									
Task 2 - Review of Existing Plans										
A. Existing Plans and Policy Framework Memo		■								
Task 3 - Demographic and Socioeconomic Analysis										
A. Demographic Profile Memo / Market Conditions		■	■							
Task 4 - Community Engagement and Stakeholder Outreach										
A. Project Website	■	■	■	■	■	■	■	■	■	■
B. Walking Tour	■									
C. Stakeholder Meetings and Summary				■	■					
D. Public Workshops (2)			■			■				
E. Community Engagement Summary Memo							■			
Task 5 - Redevelopment Analysis										
A. Redevelopment Opportunity Site Analysis		■	■	■						
Task 6 - Zoning Analysis and Recommendations										
A. Preliminary Zoning Strategy and Regulatory Framework				■	■	■				
B. Streetscape and Public Realm Design Guidelines					■	■	■			
C. Development Implementation Strategy							■			
MILESTONE: Developer/Investor Market Testing & Engagement Strategy							■			
Task 7 - Build-out Analysis										
A. Development Capacity and Build-Out Analysis						■	■	■		
Task 8 - Draft Zoning Regulations and SEQR										
A. Draft Zoning Recommendations						■	■	■	■	■
B. Environmental Assessment Form (EAF)						■	■	■		
C. Adoption Coordination (inc. §239-m Review)									■	■
Task 9 - Final Zoning Recommendations and Adoption										
A. Village Board Briefings					■		■			■
B. Final Zoning Text and Map Amendments									■	■
MILESTONE: Substantive Contract Completion - June 30, 2027										■

Monthly Project Management and Reporting

Consultant shall participate in regular project-management meetings with Village staff, anticipated to occur approximately monthly. With each monthly invoice, Consultant shall provide a concise written project status report identifying:

- work completed during the preceding month;
- percentage completion of each of the nine contractual tasks;

- amount budgeted, previously billed, currently billed and remaining for each task;
- M/WBE utilization and payments to date;

Consultant shall promptly notify the Village in writing of any actual or anticipated circumstances that may result in a material change in project scope, budget, schedule, or deliverables, including any conditions that could jeopardize completion of the Services within the applicable grant term. Such notice shall identify the nature of the issue, its potential impact on project completion, and any recommended corrective actions or schedule adjustments.

It is anticipated that the Village will be responsible for preparing and submitting required M/WBE compliance forms and documentation associated with grant administration. Consultant shall, however, prepare and provide all information reasonably required to support such submissions, including completion of monthly M/WBE utilization reporting forms documenting participation and utilization achieved to date by the Consultant and its subconsultants.

Schedule Changes

Intermediate dates may be adjusted with the written approval of the Village Administrator where reasonably necessary to accommodate public meetings, agency coordination, availability of Village information or other project considerations, provided that such adjustment does not increase the Contract Amount or jeopardize completion within the Grant term.

Any proposed change that would extend the June 30, 2027 substantive completion date; increase the \$200,000 Contract Amount; materially reduce or alter a required deliverable; materially change the approved scope; materially reallocate the approved task budget; or materially affect an approved M/WBE commitment shall require prior written authorization by the Village and, where required under the Grant Agreement, prior approval by HTFC.

SEQR Contingency

This schedule assumes that environmental review can be completed through preparation of the Environmental Assessment Form and associated technical analyses included within Consultant's Scope of Services. If the SEQR lead agency determines that an Environmental Impact Statement, including a Generic Environmental Impact Statement, is required, preparation of such EIS/GEIS shall constitute additional services. No such additional services shall be undertaken unless and until the Village has approved in writing a supplemental scope of services, schedule and fee and any approval required from HTFC has been obtained. Consultant shall nevertheless timely complete and deliver all environmental review work included within the original Scope of Services unless otherwise directed by the Village in writing.



EXHIBIT C

BFJ Planning Standard Contract Addendum

BUCKHURST FISH & JACQUEMART INC. (BFJ PLANNING)

Project Team and Key Personnel. Consultant shall identify all key personnel and subconsultants proposed to perform Services under this Agreement and shall provide the Village with the name, title, project role, professional qualifications, and brief biography of each key team member. Consultant shall identify the project manager who will serve as the Village's principal point of contact and the personnel responsible for each major task.

Consultant shall not substitute the project manager, principal-in-charge, or other material project personnel or subconsultants without prior notice to and approval by the Village.

Objectivity of Recommendations. It is understood by the client that BFJ can make no guarantees concerning the recommendations that result from the proposed assignment. To protect the client and other clients, and to ensure that the research results of BFJ's work will continue to be accepted as objective and impartial, it is understood that BFJ's fee for the undertaking of this project is in no way dependent upon the specific conclusions reached.

Payment. Billing for project services and costs will be presented for payment as detailed in the contract. Payment is due within 45 days. Accounts over 60 days are subject to interest at the rate of 1.5%/month.

Total compensation shall not exceed \$200,000 without prior written authorization by the Village Board of Trustees or other Village official having lawful authority to approve such additional expenditure. No additional service, reimbursable expense or change in scope resulting in additional compensation shall be performed without prior written authorization.

Refer to Exhibit D – Grant and Funding Compliance

Termination. Either party may terminate the Agreement effective upon 15 calendar days' written notice to the other party. All work and expenses accrued up to the termination date shall be reimbursed.

Ownership of Documents. Final reports, memos and presentation drawings paid for by the client shall be the client's property at the conclusion of project work. Materials, information, and software used to produce final documents shall remain the exclusive property of BFJ, with reasonable access by client. The client will have access to, and the consultant will deliver at project completion, raw data at no additional expense:

- GIS/shapefiles/geodatabases;
- editable zoning text;
- editable maps;
- spreadsheets/models underlying the build-out and fiscal analysis;
- graphics/massing files in reasonably usable formats;
- survey/public-engagement data;
- stakeholder/contact databases, subject to applicable privacy requirements;

- final PDFs plus native/editable files.

Equal Opportunity. BFJ is an equal opportunity employer and has an affirmative action plan.

Code of Ethics and Professional Standards. Principals of BFJ are members of one or more of the following professional organizations: the American Institute of Architects, the American Institute of Certified Planners and the American Planning Association. The firm subscribes to the code of ethics of these organizations in the conduct of its professional work.

Confidentiality. The products of this engagement are confidential and shall not be released without the client's consent. The entirety of this paragraph is subject and subordinate to Article 6 of NYS Public Officers Law a/k/a Freedom of Information Law ("FOIL"), and 21 NYCRR Part 1401 of the Regulations of the Committee on Open Government (a/k/a the FOIL Regulations): if there should be a conflict between any of the terms and provisions of this contract and any of the terms or provisions of the FOIL statute or the FOIL Regulations, then the terms and provisions of the FOIL statute and the FOIL Regulations shall control and govern.

Accountability. BFJ shall not be responsible for any acts performed, counseled, or occasioned by parties other than BFJ. BFJ is incorporated in the State of New York for purposes of conducting professional planning services. Such services do not include the practicing of architecture, landscape architecture or engineering for which BFJ may occasionally sub-contract for the convenience of its client.

Consultant shall incorporate all applicable Grant Requirements into its agreements with subconsultants and shall remain responsible to the Village for compliance by its subconsultants. Use of a subconsultant shall not relieve Consultant of any obligation under this Agreement.

EXHIBIT D

GRANT FUNDING AND COMPLIANCE

A. Grant-Funded Project.

Consultant acknowledges that the Services under this Agreement are funded in whole or in part pursuant to a Technical Assistance to Grow Pro-Housing Communities Program Grant Agreement between the Village of Nyack ("Village") and the New York State Housing Trust Fund Corporation ("HTFC"), SHARS ID 20260300 ("Grant Agreement"), in the amount of \$200,000.

Consultant shall perform the Services in a manner consistent with the Grant Agreement and shall comply with all requirements of the Grant Agreement that are applicable to Consultant, its Services, its subconsultants, or expenditures made under this Agreement. The applicable requirements of the Grant Agreement are incorporated herein by reference.

In the event of a conflict between this Agreement and an applicable requirement of the Grant Agreement, Consultant shall promptly notify the Village and shall not proceed with the affected work until directed by the Village.

B. Grant Term and Completion Deadline.

Consultant acknowledges that the Grant Agreement has a term ending **August 10, 2027**. Consultant shall complete all substantive Services and submit all final work products required under this Agreement no later than **June 30, 2027**, and shall submit all final invoices, M/WBE documentation, subconsultant payment documentation, closeout materials and other documentation required from Consultant for Grant reimbursement or closeout no later than **July 15, 2027**, unless otherwise authorized in writing by the Village.

Consultant shall thereafter remain obligated through expiration and final closeout of the Grant to promptly respond to requests from the Village or HTFC for corrections, clarifications, certifications or supplemental documentation relating to Consultant's Services, invoices, subconsultants or Grant compliance.

Consultant shall promptly notify the Village Administrator in writing of any circumstance reasonably anticipated to delay a contractual benchmark or jeopardize completion within the Grant term.

C. Contract Amount and Approved Grant Budget.

The total compensation payable to Consultant under this Agreement shall not exceed **\$200,000** without prior written authorization by the Village.

Consultant acknowledges that the Contract Amount and allocation of costs among project tasks correspond to the Awarded Budget contained in Schedule A of the Grant Agreement. Consultant shall not materially reallocate costs among tasks, materially alter a Grant-funded task or deliverable, or incur costs outside the approved Grant scope without prior written authorization from the Village.

Where HTFC approval is required for a proposed modification, the Village's authorization shall be conditioned upon receipt of such approval.

No additional service or expense for which Consultant seeks additional compensation shall be undertaken without prior written authorization from the Village.

D. Eligible Costs and Reimbursement Documentation.

Consultant acknowledges that Grant funds are provided to the Village on a reimbursement basis and that payment by HTFC is dependent upon the eligibility and adequate documentation of Project Costs.

Consultant shall timely prepare and provide to the Village all invoices, supporting documentation, certifications, reports, records of subconsultant utilization and payment, M/WBE documentation, and other information reasonably required by the Village or HTFC to establish the eligibility of Project Costs and obtain reimbursement under the Grant Agreement.

Consultant shall promptly correct or supplement documentation determined by the Village or HTFC to be incomplete or insufficient.

Each invoice shall, at a minimum, identify:

1. the contractual task or tasks for which payment is requested;
2. the work performed during the billing period;
3. the percentage completion of each task;
4. the amount previously billed and currently billed for each task;
5. the personnel and subconsultants performing the work, where required for reimbursement documentation;
6. reimbursable expenses, if any, together with supporting documentation;
7. amounts invoiced and paid or payable to each subconsultant;
8. current and cumulative M/WBE utilization; and
9. such additional information as the Village reasonably requires to obtain reimbursement from HTFC.

Consultant shall submit invoices sufficiently in advance of applicable HTFC reimbursement and Grant closeout deadlines to permit Village review and submission.

E. Costs Determined Ineligible.

Consultant shall be responsible for costs attributable to Consultant or its subconsultants that HTFC determines to be ineligible for reimbursement because such costs:

1. were incurred outside the approved scope or budget without required authorization;
2. resulted from Consultant's failure to comply with an applicable Grant requirement;
3. were inadequately documented by Consultant or its subconsultants and Consultant failed to timely cure the deficiency; or
4. were otherwise rendered ineligible by an act or omission of Consultant or its subconsultants.

This provision shall not apply to a denial of reimbursement resulting from an act or omission of the Village or from circumstances outside Consultant's reasonable control.

F. M/WBE Participation.

Consultant acknowledges that the Grant Agreement establishes an overall goal of thirty percent (30%) participation by New York State-certified Minority-Owned Business Enterprises and Women-Owned Business Enterprises (M/WBEs).

Consistent with Consultant's approved proposal and budget, Consultant shall use good-faith efforts to achieve at least **\$60,000 in qualifying M/WBE participation**, representing 30% of the \$200,000 Contract Amount.

Only participation eligible for credit under the Grant Agreement and applicable New York State requirements shall be counted toward the M/WBE goal.

Consultant shall provide the Village all documentation required to demonstrate compliance, including, as applicable:

1. identification and current New York State certification of participating M/WBE firms;
2. the required Contractor Bid Solicitation Plan and updates thereto;
3. executed subconsultant agreements or other documentation of M/WBE commitments;
4. utilization and payment reports;
5. cumulative payment statements;
6. documentation required to demonstrate good-faith efforts; and
7. waiver or partial-waiver documentation if achievement of the established goal becomes infeasible.

Consultant shall notify the Village immediately if Consultant anticipates that the established M/WBE goal or any approved M/WBE commitment will not be achieved. Consultant shall not substitute, remove, or materially reduce the participation of an M/WBE firm identified in the approved project budget without prior written authorization from the Village and compliance with applicable HTFC requirements.

G. Monthly M/WBE Reporting.

With each invoice, Consultant shall provide an updated M/WBE utilization report showing, for each participating M/WBE:

1. approved subcontract or commitment amount;
2. amount invoiced during the current period;
3. cumulative amount invoiced;
4. amount paid during the current period;
5. cumulative amount paid; and
6. percentage of the applicable M/WBE commitment achieved.

Consultant shall provide such additional M/WBE and Equal Employment Opportunity documentation as the Village reasonably requires to satisfy the Grant Agreement.

H. Subconsultants.

Consultant shall be responsible to the Village for performance of the entire Agreement, including Services performed

by Urbanomics, Verity Engineering, Kevin Dwarka, and any other subconsultant retained by Consultant.

Consultant shall incorporate into each applicable subconsultant agreement those Grant requirements that apply to the subconsultant's work, including applicable M/WBE, Equal Employment Opportunity, records retention, audit, nondiscrimination and other State requirements.

The retention of a subconsultant shall not relieve Consultant of any obligation or responsibility under this Agreement.

Consultant shall not substitute a material subconsultant identified in its proposal without prior written approval of the Village.

I. Records, Audit and Inspection.

Consultant and its subconsultants shall maintain complete and accurate books, records, invoices, time and payment records, subcontracts, M/WBE documentation and other records sufficient to substantiate Services performed and Project Costs charged under this Agreement.

Such records shall be maintained for the period required by the Grant Agreement and applicable law and shall be made available, upon reasonable notice, to the Village, HTFC and other governmental entities authorized to examine Grant-funded expenditures.

Consultant shall reasonably cooperate with any audit, inspection, performance review or monitoring activity relating to the Services or Grant-funded Project Costs.

J. Reports and HTFC Cooperation.

Consultant shall timely provide the Village all information reasonably required for reports, reimbursement requests, performance reviews, audits, Grant monitoring and project closeout required by HTFC.

Consultant shall promptly respond to requests from the Village for corrections, explanations or supplemental documentation arising from an HTFC review.

K. Equal Employment Opportunity and Other State Requirements.

Consultant and its applicable subconsultants shall comply with the Equal Employment Opportunity, nondiscrimination, M/WBE and other statutory and regulatory requirements made applicable to contractors and subconsultants under the Grant Agreement, including applicable provisions of New York State Executive Law Article 15-A.

Consultant shall execute and provide all certifications and forms required by the Grant Agreement that are applicable to Consultant or its subconsultants.

L. Final Deliverables and Grant Closeout.

Consultant shall provide all reports, plans, zoning text, maps, technical memoranda, presentations, GIS information, data, graphics and other final deliverables required by the Scope of Services in electronic formats reasonably requested by the Village.

Consultant shall also provide all documentation reasonably required from Consultant to permit the Village to submit final Grant reimbursement requests and complete HTFC project closeout.

Final payment may be withheld until Consultant has submitted all required final deliverables, reimbursement documentation, M/WBE utilization and payment documentation, and other Consultant-generated closeout materials

required under this Agreement.

M. No Authority to Amend Grant Requirements.

Nothing in this Article authorizes Consultant to communicate approval of, waive, amend or modify any requirement of the Grant Agreement on behalf of the Village. Any request requiring HTFC approval shall be transmitted through the Village unless otherwise authorized by the Village in writing.

N. Grant Acknowledgment and Labeling of Deliverables.

Consultant shall ensure that all reports, plans, studies, presentations, maps, websites, public-facing materials and other deliverables prepared in whole or in part with Grant funds contain all acknowledgments, notices, logos, funding statements, or other labeling required by **Section 27 of the Grant Agreement** and any related instructions provided by HTFC.

The required language is: “This document was developed with funding assistance from the NYS Housing Trust Fund Corporation and NYS Homes and Community Renewal, Project SHARS ID: 20260300. Document is the property of the Housing Trust Fund Corporation and the Village of Nyack.”

Consultant shall not publish, distribute, post online, or submit as final any Grant-funded deliverable without the required acknowledgment or labeling. Upon request of the Village or HTFC, Consultant shall promptly correct any deliverable that does not comply with such requirements at no additional cost to the Village.

EXHIBIT E

INSURANCE

A Consultant working for the Village of Nyack must provide the following:

- 1) Commercial General Liability coverage with limits not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate and including a waiver of subrogation in favor of the Village of Nyack.
- 2) Automobile Liability with a limit of \$1,000,000 combined single limit for owned, hired, borrowed and non-owned vehicles and include a waiver of subrogation in favor of the Village of Nyack.
- 3) Workers' Compensation and Employers' Liability and N.Y.S. Disability: Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Workers Compensation must include a waiver of subrogation in favor of the Village of Nyack.

Note: ACORD form is not acceptable proof of workers compensation coverage; must provide C- 105.2 and Disability to be provided on DB-120.1

- 4) Professional Liability – \$2,000,000 each occurrence and \$2,000,000 annual aggregate. The professional insurance shall cover the professional services rendered to the Village of Nyack by the consultant. If written on a “claims-made” basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for (2) years following the completion of the work.
- 5) Umbrella Liability or Excess Liability with a limit of \$3,000,000 each occurrence \$3,000,000 aggregate on a follow-form basis over the General Liability, Automobile Liability, Workers Compensation and Professional Liability.
- 6) Consultant acknowledges that failure to obtain such insurance on behalf of the Village of Nyack constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Nyack. The consultant is to provide the Village of Nyack with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work. The failure of the Village of Nyack to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Nyack.

Note: The Village of Nyack and their agents, officers, directors and employees must be listed as additional insured on a primary, non-contributory basis except for the Workers Compensation and Disability policies and list the specific project. The coverage must be underwritten by an Insurance Company with at least ‘A 7’ Best rating as defined by A.M. Best. Coverage for the additional insured shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, include any deductible, maintained by, or provided to, the additional insureds.

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EXHIBIT F

VILLAGE OF NYACK

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, BFJ Planning agrees to indemnify and hold harmless the Village of Nyack, its officers, employees, boards, and agents from and against claims, damages, liabilities, losses, and expenses, including reasonable attorneys' fees, but only to the extent arising out of or resulting from the negligent acts, errors, omissions, or willful misconduct of BFJ, its employees, or subconsultants in the performance of services under this Agreement.

BFJ shall not be responsible for any claims, damages, liabilities, losses, or expenses to the extent caused by the negligence, willful misconduct, or unlawful acts of the Village, its officers, employees, boards, or agents.

The obligations set forth herein shall not be construed to create any duty to defend, and any reimbursement of defense costs shall be limited to those costs attributable to BFJ's proportionate share of fault as finally determined by a court of competent jurisdiction or through settlement.

Consultant's Company Name: _____

Consultant's Name: _____

Signature: _____ Date: _____