Environmental, Planning, and Engineering Consultants
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July 2, 2024

Mr. Bryan Healy
Village Manager
Village of Croton-on-Hudson
1 Van Wyck Street
Croton-on-Hudson, NY 10520
Email: bhealy@crotononhudson-ny.gov

Re: Village of Croton-on-Hudson
Proposal for On-Call Planning and Environmental Consulting Services

Dear Mr. Healy:

AKRF, Inc. ("AKRF" or the "Consultant") is pleased to present this proposal to provide on-call Planning and Environmental Consulting Services to the Village of Croton-on-Hudson (the "Village") in connection with the review of certain applications for development in the Village.

Performing land development application review on behalf of a municipality requires a team of community minded professionals attuned to preserving character while promoting livability, pedestrian safety, economic vitality, and ensuring consistency with the Comprehensive Plan's goals and objectives. AKRF provides the necessary knowledge, skills and experience to help the Village ensure development applications are consistent with applicable codes and community goals. We understand the Village is looking for a team with the experience to assist with the review of site plan and special use permit applications for certain multifamily and transit-oriented developments, including but not limited to compliance with the Village's Zoning Code, Local Waterfront Revitalization Program, and the State Environmental Quality Review Act (SEQRA). AKRF is extremely well suited for this assignment and would work with the Village—including the Village Board of Trustees, Planning Board, Zoning Board of Appeals, Village staff, and land use counsel—to review specific applications at the direction of the Village and provide strategic guidance that is consistent with all applicable laws and standards, as well as the Village's development goals and objectives.

AKRF serves as the municipal planner for communities throughout the Hudson Valley—both as staff and for on-call assignments. We work in large and small towns, villages and cities, rural and urban settings and for public and private sector clients. The diverse composition of our in-house staff – including experts in land use planning and zoning, environmental site assessment and remediation, transportation planning, air quality, noise and acoustics impact evaluation, economic and fiscal impact analysis, natural and cultural resource analysis, stormwater management, and site and civil engineering provides municipalities with seamless and near-immediate responsiveness to a breadth of technical challenges and opportunities. Our interdisciplinary approach provides a tremendous advantage to our clients largely due to our thoughtfulness and efficiency of time and cost. This approach also offers our clients the efficiency of a singular point of contact and accountability for our work with the Village.

AKRF's core team of Hudson Valley-based project managers would oversee AKRF's work and would have the benefit of the expertise of our full bench of over 400 professionals covering a wide range of environmental, planning, and engineering disciplines. For this assignment, Peter Feroe, AICP, a Vice President with the firm, would serve as Principal-in-Charge. Peter would provide oversight and strategic guidance for AKRF's work with the Village, would manage staffing and budgets within the firm, and ensure the appropriate staff are available to the Project Manager. Aaron Werner, AICP would serve as Project Manager. Aaron would be the day-to-day primary point of contact for the Village and would direct technical staff as necessary when reviewing specific applications. Aaron has previous experience with the Village, leading AKRF's planning and SEQRA support to the Village on the adoption of Local Laws No. 13 and 14 of 2022 to amend provisions of the Zoning Code, including the allowance for transit-oriented mixed-use and multifamily residential buildings by special use permit in a specific portion of the Village's LI zoning district. Aaron also assisted the Village with the preparation of the 2023 Request for Proposals for the Village-owned site at Croton Point Avenue and Veteran's Plaza (a.k.a., Parking Lot A). Additional planning support would be provided by Alicia Moore and Jason Mencher, AICP, both Senior Planners. Support related to traffic review and consulting would be provided by Technical Directors Elaine Du, PE, and Alex Auld.

All services described in this proposal shall be provided in accordance with our Standard Terms & Conditions (**Attachment A**). The specific services AKRF shall provide are set forth in the Scope of Services and Fee (**Attachment B**). If the contents of Attachments A and B are acceptable, please sign this proposal and return an electronic copy for our files. This proposal, including its pricing and terms, is only valid for 90 days from the proposal's date listed above.

We very much appreciate the opportunity to provide this proposal. If you or your colleagues have any questions or would like additional information, please do not hesitate to contact Aaron at 914-922-2393 (awerner@akrf.com) or Peter at 914-922-2370 (pferoe@akrf.com). We look forward to speaking with you soon.

Sincerely,
AKRF, Inc.

Peter Feroe

Peter Feroe, AICP
Vice President

Aaron Werner, AICP
Senior Technical Director

ACKNOWLEDGED AND ACCEPTED:

Name	Title
Company	Date
Signature	

ATTACHMENT A
STANDARD TERMS AND CONDITIONS

1. Services.

a. Subject to the terms and conditions hereof, the Client hereby engages the Consultant to perform the Services, furnishing the agreed-upon reports, drawings and/or other work product described in the attached Scope of Services and the Consultant hereby agrees to provide the same. The rendering of Services hereunder is premised on the Consultant receiving full and timely access to the Site and Client's personnel as well as receipt of all information from the Client and its agents relating to the Project as reasonably requested by the Consultant from time to time.

b. The Services are limited to those tasks specified in the Scope of Services. If the Client directs the Consultant to perform, or instructs the Consultant to undertake, work or provide Deliverables that are beyond those specified in the annexed Scope of Services and/or Services described in the Scope of Services (collectively, "Additional Work"), the Consultant may in its discretion agree to undertake to perform the same, but the Client shall pay compensation for such Additional Work separate from and in addition to the compensation provided for Services herein. In the absence of written agreement to the contrary, all Additional Work provided by the Consultant from time to time relating to the Project shall be provided for compensation on a time and material basis at the Consultant's then current standard hourly rates in effect from time to time, but otherwise upon and subject to the terms and conditions of this Agreement.

c. The Consultant shall determine the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant. Should the Consultant call for contract renegotiation, the Consultant shall identify the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, then either party has the absolute right to terminate this Agreement by delivery of ten (10) days prior written notice.

d. Notwithstanding any other provision of this Agreement or any other agreement entered into by Consultant with respect to the Project, Consultant shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by Consultant.

2. Compensation, Invoicing and Payment.

a. The Client shall reimburse the Consultant for the expenses incurred of the type, and in the manner, described in the Scope of Services. Invoices shall be submitted by the Consultant monthly, are due upon presentation and shall be paid in full within 30 calendar days after the applicable invoice date. If payment is not received in full on or before the applicable due date then the Consultant shall have the right to charge interest on any unpaid amount from the due date in an amount equal to the lesser of 1-1/2% per month or the maximum amount permitted by applicable law, calculated on a daily basis. Payments will be credited first to interest and then to principal. Consultant shall be entitled to recover any and all costs incurred, including reasonable attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount, or (2) the maximum amount allowed by law.

b. The Client shall pay all taxes, fees, assessments and charges applicable to the Services and any Additional Work and any other pass-through charges (other than taxes imposed upon the net income of the Consultant) including, without limitation, all sales, use, gross receipts, excise, transaction, consumption, Valued Added ("VAT"), Goods and Services ("GST"), utility, message, personal property, intangible tax and any other federal, state and local taxes, fees and charges applicable to the Services and Additional Work provided hereunder, including interest and other charges thereon chargeable by the taxing authorities.

3. Performance Standards.

a. The Consultant shall render the Services, any Additional Work and all other obligations under this Agreement in accordance with: (i) the standard of care and skill ordinarily used by reputable members of the same profession practicing under similar circumstances at the same time and in the same locale ("Standard of Care"), and (ii) all applicable codes, regulations, ordinances, and laws in effect as of the date of the execution of this Agreement (collectively, "Laws"). Consultant shall perform its Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project. Neither the Consultant's entering into this Agreement nor any performance hereunder by the Consultant, or any affiliate or subcontractor thereof, or any of their respective officers, directors, owners or employees or agents shall create any fiduciary obligation owed to the Client or any other person or entity, and any such obligation is hereby fully and expressly disclaimed.

b. Subject to the Standard of Care, Consultant and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, Client, contractors, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

c. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CONSULTANT IS MAKING NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE SERVICES, ADDITIONAL WORK OR ANY DELIVERABLES.

d. Consultant shall not be responsible for the acts or omissions of any subcontractor, supplier or other personnel based on interpretations or clarifications of the Project or the Services or Additional Work to be rendered hereunder by the Client without confirmation thereof by the Consultant.

e. In the event of an emergency affecting the health or safety of persons or property, the Consultant may act, in its reasonable discretion, to prevent threatened damage, injury or loss to person or property notwithstanding that it may be outside the scope of the Services or Additional Work or not approved in advance by the Client.

4. Indemnification.

a. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the "Client Parties") harmless from any damage, liability, or cost (including reasonable attorneys' fees) to the extent caused by the Consultant's negligence. The indemnification obligation created by this Paragraph is subject in every respect to the limitation of liability provisions in Paragraph 5 of this Agreement.

b. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant, its subsidiaries and affiliates and their respective officers, directors, employees, owners, subcontractors and agents (collectively, the "Consultant Parties") harmless from any damage, liability, or cost (including reasonable attorneys' fees) to the extent: caused by the Client's negligence, or arising from or attributable to the failure of the Client to timely and/or properly implement or adhere to recommendations, designs, specifications, work plans or other items specifying or outlining the construction and/or implementation of future work beyond the Scope of Services, Services or Additional Work provided by Consultant in Deliverables.

c. As a condition precedent to claiming any indemnification hereunder, the applicable indemnified party (i) shall promptly provide the applicable indemnifying party with written notice of any claim sufficiently promptly and in sufficient detail to avoid prejudicing the defense of such claim; (ii) shall not settle or compromise any such claim without the indemnifying party's written consent, which shall not be unreasonably withheld or delayed; and (iii) shall promptly provide reasonable cooperation relating to defending such claim. The indemnified party may, at its own expense, assist in the defense if it so chooses, but shall not be permitted to control such defense or any negotiations relating to the settlement of any such claim so long as the party responsible for indemnification hereunder is actively defending such claim.

Notwithstanding clause (ii) above, if the party responsible for indemnification hereunder refuses or fails to timely defend the claim or abandons such defense, the indemnified party (parties) may settle such claim without the prior consent of the indemnifying party and the indemnifying party shall remain fully liable to indemnify the indemnified party (parties) to the extent that the indemnified party (parties) are otherwise entitled to indemnification for such claim under this Section 4.

d. No party shall be liable for any claim or cause of action seeking indemnification of any kind under this Section 4, regardless of the type or nature of the damage, liability, claim or cause of action for which indemnification is sought (the "Underlying Claim"), if such indemnification action or claim is brought or asserted more than three years after the Underlying Claim accrued.

e. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENT SIGNED BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EITHER PRIOR OR SUBSEQUENT TO THIS AGREEMENT, OR PROVIDED UNDER APPLICABLE LAW, NEITHER PARTY, OR ANY OFFICER, DIRECTOR, OWNER, EMPLOYEE, SHAREHOLDER OR AGENT THEREOF, SHALL BE LIABLE TO THE OTHER, EITHER IN CONTRACT OR IN TORT, FOR ANY LOSS OR INACCURACY OF DATA OR MATERIAL OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY DELAY DAMAGES, LOSS OF FUTURE REVENUE, INCOME OR PROFITS, OR ANY DIMINUTION OF VALUE, FINANCING COSTS, OR COST OF LOST OPPORTUNITIES, RELATING TO THIS AGREEMENT, EVEN IF THE SAME HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES, EXCEPT TO THE EXTENT THAT ANY SUCH DAMAGES ARE PAYABLE BY ONE OF THE PARTIES HERETO TO A THIRD PARTY AND THE CLAIM IS ONE FOR WHICH THE PARTY REQUIRED (WHETHER BY JUDGMENT, SETTLEMENT OR OTHERWISE) TO PAY SUCH DAMAGES IS ENTITLED TO INDEMNIFICATION UNDER THIS SECTION 4.

5. Limitation of Liability.

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant Parties hereunder to the Client Parties and to all construction contractors, subcontractors on the Project and others under the Client's control for any and all claims, suits, demands, judgments, payments, losses, costs, damages of any nature whatsoever, or expenses from any cause or causes, regardless of the nature or type of action, so that the total aggregate liability of the Consultant Parties shall be limited to and in no event exceed the compensation actually paid to Consultant for services rendered on this Project under this Agreement, or $100,000, whichever is greater.

6. Suspension of Services or Additional Work.

If the Project is suspended for more than 30 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant shall be compensated for all Services and any Additional Work performed and charges incurred prior to receipt of notice to suspend and, if and when the Consultant resumes providing Services and/or Additional Work, a mutually agreed upon equitable adjustment in fees payable to the Consultant shall be made to accommodate the resulting demobilization and remobilization costs. In addition, there shall be a mutually agreed upon equitable adjustment in any applicable performance schedule relating to the Project based on the delay caused by the suspension.

7. Term.

Unless terminated earlier in accordance with Section 8 hereof, this Agreement shall have a term commencing on the date of this Agreement and ending, unless terminated earlier as provided herein, when the Services and any Additional Work relating to the Project are completed or as otherwise set forth in the Scope of Services.

8. Termination.

a. Either party may terminate this Agreement by delivery of written notice to the other (i) if the other party commits a material breach of this Agreement and fails to remedy such breach within 30 days after receipt of written notice specifying the alleged breach in reasonable detail, (ii) if either party makes an assignment for the benefit of its creditors, or the filing by or against it of a voluntary or involuntary petition under any bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States

Bankruptcy Code, or under the provisions of any law of like import, or the appointment of a trustee or receiver for such party or its property, or (iii) as provided by Section 1(c) hereof.

b. If full payment is not received by the Consultant by the applicable due date, then the Consultant may, at its sole discretion and without liability to any Consultant Parties, terminate this Agreement or suspend any Services or Additional Work to be performed hereunder upon 10 days prior written notice. If the Project is suspended for any reason for more than 60 calendar days in the aggregate (whether consecutive or non-consecutive), the Consultant may, at its discretion and without liability, terminate this Agreement.

c. The termination of this Agreement by either party hereto shall not affect, restrict, diminish or remove any rights, obligations or remedies possessed by either party arising under the terms of this Agreement up to and through the effective date of termination hereof. In addition, the following provisions shall survive termination of this Agreement: Sections 4, 5 and 10 through 20, inclusive. The remedies available to each party hereunder are cumulative and termination of this Agreement shall be in addition to and not in lieu of any equitable remedies available.

d. Upon termination the Consultant shall be paid in full in accordance with the terms of this Agreement for all Services and Additional Work rendered and reimbursable expenses incurred through the date of termination, including reasonable termination costs.

9. Force Majeure.
Except as provided in Section 6 or 7 hereof, neither party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to reasons beyond the control of the concerned party or without its fault or negligence, including without limitation, strikes, riots, wars, terrorism, fires, epidemics, pandemics, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of God or state or any public enemy or acts mandated by applicable laws, regulation or order, whether valid or invalid, of any governmental body.

10. Non-Solicitation.
Each party agrees that during the term of this Agreement and for one year thereafter it will not actively solicit, or attempt to solicit, for hire or engagement, directly or indirectly any of the other party's employees or other personnel who have been involved in the provision of Services or Additional Work under this Agreement or otherwise involved in the transactions contemplated hereby. This prohibition, however, shall not prevent a party from soliciting for employment or employing any such person (a) by means of general solicitations or advertisements in periodicals including newspapers and trade publications and websites so long as such solicitations or advertisements are in the ordinary course of business consistent with past practice and not specifically directed or targeted at employees of the other party or their affiliates or subsidiaries; (b) if such person approaches a party or any of its affiliates or subsidiaries on an unsolicited basis; or (c) following cessation of such person’s employment with a party or any of its affiliates or subsidiaries.

11. Assignment.
Neither party shall assign its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of the other party hereto; provided, however, that either party may assign this Agreement in the event of a merger or consolidation or the sale of all or substantially all of its applicable line of business and Consultant may delegate any of its duties and obligations hereunder if it remains responsible for the performance thereof.

12. Independent Contractor.
Notwithstanding any other provision of this Agreement, Consultant’s status shall be that of an independent contractor and not that of a servant, agent, or employee of the Client. Neither party shall hold itself out as, nor claim to be, acting in the capacity of an officer, servant, agent, or employee of the other or that it is authorized to contractually bind the other in any way. The Consultant shall be free to choose the manner in which it performs the Services and Additional Work and furnishes the Deliverables and may delegate and use subcontractors, consultants and suppliers of its choice in satisfying any of its duties and obligations hereunder, provided that the Consultant shall be responsible for any breach of this Agreement by the same.

13. Governing Law; Consent to Jurisdiction.
The rights and obligations of the parties hereunder shall be governed by the laws of the State of New York without regard to principles of conflicts of laws. Each of the parties hereby (a) irrevocably agrees that any legal or equitable action or proceeding arising under or in connection with this Agreement shall be brought exclusively in the courts of the State of New York in the County of New York and the United States District Court for the Southern District of New York, except that the foregoing venue shall be non-exclusive with respect to any application for injunctive relief pursuant to Section 18 hereof, (b) accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts thereof, (c) waives personal service of any summons, complaint or other process, and agrees that the service thereof may be made either (i) in the manner for giving of notices provided for in this Agreement or (ii) in any other manner permitted by law. The parties agree that this Agreement was negotiated and shall not be construed against the party which initially drafted the same.

14. Severability.
If any term or provision of this Agreement shall to any extent be determined to be illegal, invalid or unenforceable under law, regulations or ordinances of any federal, state or local governments to which this agreement is subject, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.

15. Third Party Claims.
Nothing in this Agreement shall create or shall give to third-parties any claim or right of action against the Consultant, its officers, directors, owners, employees and agents.

16. Notices.
All notices required or permitted by this Agreement shall be in writing and shall be delivered personally, by certified or registered mail, return receipt requested, or nationally recognized overnight courier service to the respective addresses set forth above. Either party may, by notice given in the same manner set forth above, designate a different address or addresses to which subsequent notices shall be sent. Notice shall be deemed given upon receipt.

17. Amendment; Waiver.

a. This Agreement may only be modified or amended by a writing that is signed by both authorized parties.

b. Any right of any party hereunder may only be waived by a writing that is signed by the authorized party granting the waiver. No course of dealing or trade usage or custom and no course of performance shall be deemed a waiver of any right.

c. The failure by either party to insist upon strict performance of any of the provisions of this Agreement will in no way constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party in the performance or compliance with any of the terms and conditions set forth in this Agreement.

18. Injunctive Relief.
The parties agree that the violation or threatened violation by either party of any of the provisions of Section 10 of this Agreement shall cause immediate and irreparable harm to the other party. In the event of any breach or threatened breach of any of said provisions, each party consents to the entry of preliminary and permanent injunctions by a court of competent jurisdiction prohibiting such party from any violation or threatened violation of such provisions and compelling such party to comply with such provisions, without the requirement of posting any bond. This Section shall not affect nor limit, and any injunctive relief granted pursuant to this Section shall be in addition to, any other remedies available to the other party at law or in equity for any such violation or threatened violation by either party.

19. Survival.
Any provisions of this Agreement which by their nature survive termination, shall survive termination of the Agreement.

20. Entire Agreement.
This Agreement, including any Scope of Services, and any written agreements relating to Additional Work represents the entire Agreement between the parties concerning the subject matter hereof. This Agreement supersedes any other

written or oral proposal, representation, communication, letter of intent or other agreement by or on behalf of the parties hereto relating to the subject matter hereof.

21. Counterparts.
This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement, and shall become effective when each party has received counterparts signed by each of the other parties, it being understood and agreed that delivery of a signed counterpart signature page to this Agreement by facsimile transmission, by electronic mail in portable document format form or other similar form (e.g., .pdf, .jpeg, .TIFF), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document (e.g., through e-signature applications such as DocuSign) (each of the foregoing, an “Electronic Signature”) shall constitute valid and sufficient delivery thereof provided that a party with the intent to sign this Agreement executes the Electronic Signature. Any Electronic Signature executed by a party shall be deemed to be an original signature hereto.

ATTACHMENT B
SCOPE OF SERVICES AND FEE

<u>The Project and Site(s)</u>:	Village of Croton-on-Hudson On-Call Planning and Environmental Consulting Services
<u>The Services</u>:	See detailed Scope of Services following this page.
<u>The Deliverables</u>:	In support of the Village in the review of development applications, AKRF will provide written comments, SEQRA documentation and technical assistance, as necessary.
<u>Term</u>:	This Scope of Services is for the calendar year 2024.

ATTACHMENT B
SCOPE OF SERVICES AND FEE

ON-CALL CONSULTING AND ESCROW APPLICATION SERVICES: AKRF, INC. 2024 HOURLY RATES

FEE STRUCTURE

AKRF's time associated with review of applications, participation in site walks, and technical review/preparation of environmental review documentation will be billed to the Village at our hourly rates (see **Table 1**). It is assumed that the Village would recover costs from project applicants through established escrow accounts. AKRF would invoice each project separately to facilitate reconciliation of our charges against separate escrow accounts.

If there is a need for AKRF to perform general consulting for the Village on non-escrow funded matters (i.e. application process or code improvements, inquiries on potential future projects, etc.), the Village will be billed at our hourly rates (see **Table 1**). If substantial costs are envisioned for a particular request under this general consulting arrangement, we would prepare a separate scope and budget for such work, subject to Village approval prior to undertaking the work.

Prior to each Board of Trustees or other board meeting, AKRF will review the submitted materials for each escrow-funded application for consistency with the Village's Master Plan, Local Waterfront Revitalization Program, all applicable Village codes, the New York State Environmental Quality Review Act (SEQRA), and any other applicable regulations or permits and prepare review letters, as necessary. AKRF will be available to attend site visits at the direction of the Mayor, Village Manager, or Planning Board/ZBA Chair.

AKRF will review SEQRA documentation prepared by applicants and will advise the Village as to the sufficiency of the documentation. AKRF will work with Village staff and land use counsel to review and/or prepare SEQRA documentation for Village actions. Keeping the Village apprised of all proceedings, AKRF will engage in direct correspondence with applicants regarding specific applications.

Table 1
AKRF Hourly Rate Schedule

Employee Category	Hourly Rate
Senior Officer	$255
Officer	$245
Senior Technical Director	$230
Technical Director	$215
Senior Professional	$195
Professional II	$160
Professional I	$150
Technical II	$140
Technical I	$115

Notes:
Out of pocket expenses will be billed at cost.
These rates are effective through December 31, 2024.

GENERAL PRACTICES

AKRF bills its services on a “Time & Materials” (hourly rates plus direct expenses) basis using the rate structure shown in **Table 1** above. Peter Feroe, AICP, is a Vice President and would serve as the Principal-in-Charge for all work in the Village. Aaron Werner, AICP, a Senior Technical Director, would serve as Project Manager, and be the primary point of contact for the Village. Additional planning support would be provided by Alicia Moore and Jason Mencher, AICP, both Senior Planners. Support related to traffic review and consulting would be provided by Technical Directors Elaine Du, PE and Alex Auld.

- AKRF staff bills at quarter-hour intervals, but does not charge for answering simple questions via telephone or e-mail.
- For site visits or additional meetings, AKRF would charge mileage for travel between White Plains and Croton-on-Hudson at current Internal Revenue Service (IRS) standard mileage rates.
- AKRF creates separate billing numbers for each assignment in the Village to allow Village staff to allocate charges to the appropriate budget line or escrow account.