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Admitted in New York, Massachusetts, and Connecticut

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MBO
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March 19, 2004

Hon. Carl Zatz, Town Supervisor
Town of Gardiner
P.O. Box 1
Gardiner, New York 12525

RE: Zoning Law Revision

Dear Members of the Town Board:

This letter is my proposal to begin the process of revising the Town of Gardiner's Zoning Law. It is drafted in the form of a proposed contract, which may be signed if and when the Town wishes to retain my services. This letter covers only the first or "diagnostic" phase of the zoning revision process, and includes the following steps (not necessarily in the order in which they will be performed):

1. Reviewing the proposed Comprehensive Plan to see what the Town's goals are for its future and to ensure that it will provide adequate legal support for the zoning revision. The Comprehensive Plan will be the principal guidance document for drafting a new zoning law.
2. Reviewing other planning documents, including the current Town zoning code, subdivision regulations, other relevant planning studies and town regulations, and the Ulster County master plan.
3. Interviewing key officials and other key stakeholders in Gardiner. Interviewees may include members of the Town Board, Planning Board, Zoning Board of Appeals, Town Attorney, and zoning inspection and enforcement staff, as well as local developers, surveyors, planners, and civic activists. This interviewing will be conducted in two parts, a half-day in early March with the Town Board at the beginning of the process, and a full day later in March or in April.
4. Preparing a diagnostic memorandum summarizing my findings and suggesting options for consideration in revising the zoning law to implement the comprehensive plan. The memorandum will raise policy questions that the Town Board will need to resolve before I begin drafting. Appended to this memorandum will be a proposed scope of work and budget for the preparation of the draft zoning law (and subdivision law if the Board determines that to be needed).
5. Meeting with the Town Board and/or zoning committee to discuss this memorandum and refine the proposed scope of work.
6. Revising the memorandum and scope of work in preparation for Phase II, drafting the zoning law.

Phase II, which is not part of this proposal, will include:

1. Developing a preliminary draft zoning law for review by a zoning committee appointed by the Town Board.
2. Meetings with the review committee (and the Town Board, if desired) to discuss the draft zoning law.
3. Redrafting the zoning law as necessary to bring it to the point where it is ready for public review.

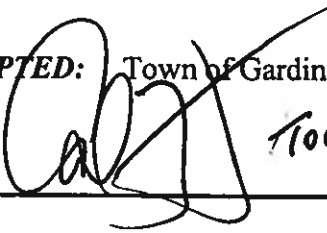

I will perform the services listed above for a fee not to exceed \$6,000, which includes all of my expenses. I will bill based on a fee structure of \$160 per hour plus travel. I will invoice the Town of Gardiner monthly for services performed. Travel will be billed at a fixed rate of \$400 per round-trip (time and expenses) plus actual meeting time and lodging expenses if an overnight stay is required. The steps listed above include three trips to Gardiner, two for interviewing and one to discuss the diagnostic memorandum. However, I will not charge for travel on my first trip to meet with the Town Board. The \$6,000 maximum does not cover the cost of additional trips to Gardiner (beyond the two billable trips described above), if needed, which will be billed as described. Any other additional services shall be billed at an hourly rate of \$160 unless we agree to some other arrangement.

Either of us may terminate this agreement at any time upon written notice to the other. In the event of termination, I will be compensated for any work performed up to the date I receive or give written notice of such termination, based upon the rates listed above, and I will turn over my entire work product to the Town of Gardiner, which will be free to use it for completing the work.

If this agreement is acceptable to the Town of Gardiner, please countersign one copy of this letter and return it to me. Thank you very much. I look forward to the opportunity to work with the Town of Gardiner.

Sincerely,


Joel Russell

ACCEPTED:  Town of Gardiner, New York
By:  Town Supervisor,
Gardiner, NY on March 2, 2004
Title



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Specialists in Strategic Change

*Community Planning
Strategic Change
Market Positioning
Economic Development*

Peter Fairweather, AICP

December 4, 2003

Mr. Jack Hayes, Supervisor
Town of Gardiner
133 Main Street
Gardiner, NY 12525

Dear Jack:

The Shawangunk Ridge Biodiversity Partnership has agreed to retain me to provide technical planning assistance to communities along the Ridge who apply to and are selected for participation in their *Green Assets* project. As you may be aware, the Shawangunk Ridge Biodiversity Partnership has taken no position on the Awosting Reserve project. However, it was recently brought to my attention at least one organization that are members of the Shawangunk Ridge Biodiversity Partnership have taken positions against the Awosting Reserve Project.

This may raise a question about the propriety of my providing services to towns in which the Awosting Reserve is proposed (i.e., Shawangunk and Gardiner) while I am also retained by an organization in which some of the members are officially opposed to that project. The members of the Shawangunk Ridge Biodiversity Partnership are:

- The Cragmoor Association
- Friends of the Shawangunks
- Mohonk Preserve
- The Nature Conservancy
- New York Natural Heritage Program
- New York State Department of Environmental Conservation
- New York State Museum
- Open Space Institute
- Palisades Interstate Park Commission
- New York State Office of Parks, Recreation and Historic Preservation

In such a situation, the code of ethics of the American Institute of Certified Planners (of which I am a member) requires the following:

A planner shall not perform work if there is an actual, apparent, or reasonably foreseeable conflict of interest, direct or indirect, or an appearance of impropriety, without full written disclosure concerning work for current or past clients and subsequent written consent by the current client or employer.

Please note that throughout my proposed scope of work for the *Green Assets* project, I would not in any way address the merits or deficiencies of any individual development proposal. (See the attached scope of work.) In addition, my work on this project will be confined strictly to that scope of work. The member organizations of the Shawangunk Ridge Biodiversity Partnership

will not be permitted to review or in any way influence any work I do for my other clients, other than through opportunities provided for review and/or comment by the general public.

In the interests of full disclosure, I am also providing a list of the other projects on which I am engaged or have been engaged in the recent past for communities and/or organizations with interests on or abutting the Shawangunk Ridge:

Town of Shawangunk:

Current engagement: Preparation of draft zoning language to implement the recently adopted comprehensive plan

Previous engagement(s): Preparation of the recently adopted comprehensive plan

Town of Gardiner:

Current engagement: Preparation of a comprehensive plan

Previous engagement(s): None

Town of Rosendale:

Current engagement: Preparation of a comprehensive plan

Previous engagement(s): None

Village of Ellenville:

Current engagement: Preparation of a Gateway strategy for Routes 209 and 52


Previous engagement(s): Preparation of an economic development strategy

It is my belief that I will be able to meet my current professional obligations to the Town and to the Shawangunk Ridge Biodiversity Partnership under the scope of work for the Green Assets project. However, I would like a letter containing either your Town's written consent or written refusal for me to pursue both of these projects simultaneously.

By January 31st, 2004, or earlier if possible, could you please send me a letter to the above address that either provides your Town's consent for me to continue working in your Town while also being engaged by the Shawangunk Ridge Biodiversity Project or which indicates your Town's belief that my work on the Green Assets Program involves a reasonably foreseeable conflict of interest or an appearance of impropriety.

Upon receipt of a letter of consent, I will proceed with both projects. Should I receive a letter indicating your Town's belief that my work on the Green Assets Program involves a reasonably foreseeable conflict of interest or an appearance of impropriety, I will contact you to determine how your town would like me to proceed. Thank you very much for responding to this request. I look forward to hearing from the Town of Gardiner.

Sincerely,



Peter Fairweather, AICP

Enc.

Cc: Supervisor-elect Carl Zatz
Michael Boylan, Comprehensive Plan Committee

Scope of Work for the "Green Assets" Project

Drawing upon previous work of the SRBP, Fairweather Consulting will assist at least three ridge communities in efforts to maximize the ecological, environmental, aesthetic, recreational and economic returns to each community for biodiversity stewardship. This will involve the following seven tasks:

Task 1. Convening the Project Steering Committee: Fairweather Consulting will work with the Shawangunk Ridge Biodiversity Partnership (SRBP) to create a project steering committee to oversee the work of this project.

Task 2. Working with the SRPB Technical Assistance Subcommittee to develop a presentation on biodiversity in the Shawangunks, the importance of those resources for the region, and local stewardship practices that can protect and promote biodiversity: Fairweather Consulting will prepare a presentation to be used in public meetings, meetings with Town representatives, local organizations and/or other groups important to the success of this project. The presentation will use media appropriate for the effective communication of the information on biodiversity and its value. The presentation media may include PowerPoint, presentation boards, or other print and digital media.

Task 3: Working with the Committee to develop criteria for selecting participating communities and to implement that selection process: Fairweather Consulting will work with the Committee to identify the characteristics of communities most likely to embrace and foster the principles of biodiversity. Based upon this understanding, the Committee will approve three communities that will be the focus of the *Green Assets* project.

Task 4: Working with communities to identify "transition" lands that meet community open space criteria and whose enhanced stewardship can help protect ridge biodiversity: Once the three communities have been approved by the Committee, Fairweather Consulting will work with appropriate representatives of the communities to identify the "transition" lands in those communities that will be the focus of local biodiversity preservation efforts. The Town Supervisor and/or Town Board of participating communities will designate these representatives. Representatives may include members of the Town Board, Planning Board, Zoning Board of

Appeals, Comprehensive Plan Committee, or other individuals and/or groups selected by the partner communities.

Task 5: Providing technical assistance to local communities to customize site-specific strategies to protect biodiversity resources associated with ridge and “transition” lands: Fairweather Consulting will work with each of the representative communities to identify appropriate techniques for protecting the ridge-related biodiversity resources in their respective communities. These techniques will include such approaches as municipal zoning site planning, conservation easements, purchase of development rights (PDRs) on farmland, and scenic byways, conservation overlay zones, and critical environmental area (CEA) designations.

Task 6: Promoting exploration of economic development opportunities in each community that can promote job creation and positive tax benefits in a manner consistent with protecting critical biodiversity resources associated with “transition” lands: Using examples from elsewhere in the United States, Fairweather Consulting will assist each community in identifying approaches to economic development that they may take in the context of biodiversity protection.

Task 7: Helping leverage federal, state, county and private funding for enhanced “transition” land stewardship in the target communities: Fairweather Consulting will work with representatives of the three partner communities to identify appropriate federal, state, county and private funding to assist them in implementing their biodiversity protection strategies.