

**AGREEMENT FOR PROFESSIONAL PLANNING SERVICES**

By and Between

**THE VILLAGE OF CROTON-ON-HUDSON**

and

**NELSON, POPE & VOORHIS, LLC**

**THIS AGREEMENT** entered into as of \_\_\_\_\_, 2025, by and between the **VILLAGE OF CROTON ON HUDSON** (“Village”) with offices at 1 Van Wyck Street, Croton on Hudson, NY 10520 and **NELSON, POPE & VOORHIS, LLC**, with offices at 156 Route 59, Suite C6, Suffern, NY 10901, hereinafter referred to as “NPV.”

**WHEREAS**, the Village wishes to enter into an Agreement with NPV for professional planning consulting services based on the needs of the Village, including assisting the Village in preparing and/or reviewing site plan, special use permit, subdivision, SEQR, and other land development applications, plans and zoning amendments, site specific zone petitions, and other environmental and planning assignments on behalf of the Village of Croton-on-Hudson.

**NOW, THEREFORE BE IT RESOLVED**, that the parties hereto do mutually agree as follows:

- A. Professional Planning Consultant.** The Village hereby retains NPV as an independent contractor to perform the professional environmental and planning services set forth herein.
- B. Scope of Services.** NPV shall provide the following services, at the request of the Village:
  - 1. Municipal Services.** As directed by the Village, the following services will be provided under Municipal Services based upon our hourly rates as detailed in the Municipal Hourly Rate Schedule below in Section C:
    - a. Provide on-call planning and community development advice to the Village Manager, Mayor, Trustees, and office staff as needs arise, where such advice is not attributed to a particular site-specific Land Use Application Review (Section B2).
    - b. Review applications or planning matters referred to the Village of Dobbs Ferry by other municipalities pursuant to Village Law or General Municipal Law.
    - c. Attend meetings of the Village Board as required to provide planning and SEQR advice on Village matters as recommended by the Village.
    - d. Make formal presentations of proposed planning, zoning or other projects at Village Board meetings and work sessions.
    - e. Advise and assist the Village on grants, as requested.

- f. Coordinate and manage the grant application process, including undertaking grant writing, producing maps using GIS or other graphic software, and developing SEQR documentation in support of the applications.
  - g. provide project coordination and management services for the work related to the implementation of the project awarded grant funding
  - h. Advise the Village and any of the boards or committees as requested by the Village Board on various land use issues confronting the community.
  - i. Prepare memos as requested by the Village Board on matters unrelated to Land Use Application Review Services (Section B.2).
  - j. Provide coordination, review, and comment on materials and process on planning studies or matters as requested by the Village Board on work before the board conducted by others. This could include affordable housing, comprehensive plan, regional plans, or other such initiatives.
  - k. Draft new or amended zoning or other land use regulations commissioned by the Village.
- 2. Land Use Application Review Services.** It is anticipated that for land use application reviews, such compensation will likely be drawn from escrow accounts established for an application based upon our hourly rates as detailed in the Land Use Application Review Rate Schedule below in Section C. The following services shall be provided:
- a. At the Village’s request, attend Board, Planning Board, and Zoning Board of Appeals meetings, technical meetings, and review applications in advance of a meeting.
  - b. Prepare memoranda summarizing the review of subdivision, site plan, special use permit or other land use applications before a board.
  - c. Review and prepare State Environmental Quality Review Act (SEQRA) documents submitted in support of a land use application.
  - d. Conduct field surveys and site visits for individual applications.
  - e. Prepare findings and recommendations concerning reviews completed under (a) through (d).
  - f. Consult with the Village staff in questions regarding referrals, mailing, agenda items, completeness of applications, need for site plan or subdivision approval, variances, etc.
  - g. Work with the Building Department and other agencies to ensure compliance with approval resolutions.
  - h. Draft or assist the Village counsel with preparing SEQRA determinations and resolutions of a decision made by a board, e.g., site plan, subdivision, special use permit, and similar resolutions.
  - i. Other such services requested in the review of any land use application.

**C. Fees and Method of Payment.**

- 1. Municipal Hourly Rates.** For services set forth in B.1 above, services will be compensated on an hourly basis in accordance with the Fee Schedule with a 10% discount.

**3. Land Use Application Review Rates.** For services set forth in B.2 above, services will be compensated on an hourly basis in accordance with the Fee Schedule. SEQRA costs associated with the review of Environmental Impact Statements are chargeable back to the Applicant in accordance with 617.13 of the regulations implementing SEQRA. It is anticipated that the Village may require escrow accounts be funded by Applicants for the purpose of offsetting such costs, however, the underlying obligation to pay for NPV services remains with the Village.

**4. Other costs.**

- a. Typical out-of-pocket expenses are billed with no additional markup. NPV does not charge for mileage back and forth to a meeting.
- b. Special subcontractors, approved in advance by the Village, will be billed at cost with no mark-up for retainer services or municipal planning services and at cost plus 5% for administrative handling for Land Use Applications.
- c. Out-of-pocket costs for out-of-office printing, photographic printing, special travel expenses (e.g., to review a comparable development in another location at the request of the developer and only upon approval by the Village) or other special materials will be charged at cost.

**5. Method of payment.** Payment of NPV's services shall be payable upon receipt by the Village of a detailed invoice, together with a Village voucher, which shall be submitted monthly. Invoices shall specify the amount of time expended, and a description of the task(s) performed as per the applicable Board's prior authorization, entitling NPV to receive the amount requested under the terms of the agreement.

**6. Hourly Rates.** The Village acknowledges that the rates set forth in this contract are reasonable and customary for the Hudson Valley.

**D. Time of Performance.**

- A. The services of NPV shall commence upon the date of execution of this agreement, which shall be effective to December 31, 2026. The Village, at its option, may renew this agreement for an additional one (1) one-year term thereafter at the same terms and conditions.
- B. The Village Board or NPV have the right to terminate this agreement at any time with or without cause upon ten calendar days written notice. Under no circumstances shall this be deemed an employment contract for any defined period of time.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed as evidenced by the signatures below.

By: \_\_\_\_\_  
Bryan Healy, Village Manager  
On behalf of the VILLAGE OF CROTON-ON-HUDSON

\_\_\_\_\_  
Date

By:  \_\_\_\_\_  
Max Stach, AICP, Partner  
On behalf of NELSON, POPE & VOORHIS, LLC

\_\_\_\_\_  
November 20, 2025  
Date