



## **VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA**

**MEETING DATE:** MAY 24, 2022

**AGENDA ITEM SECTION:** DISCUSSION AND RESOLUTION ITEMS

**AGENDA ITEM NO. :** 4

**DEPARTMENT:** VILLAGE ADMINISTRATOR AND VILLAGE  
CONSULTING PLANNER

**AGENDA ITEM:**

**DISCUSSION:** RETAINER AGREEMENT WITH VALERIE MONASTRA,  
AICP/NELSON, POPE & VOORHIS LLC FOR GENERAL PLANNING  
SERVICES

**RESOLUTION:** AUTHORIZING THE VILLAGE ADMINISTRATOR TO  
EXECUTE A RETAINER AGREEMENT WITH VALERIE MONASTRA,  
AICP/NELSON, POPE & VOORHIS LLC FOR GENERAL PLANNING  
SERVICES

**ITEM BACKUP DOCUMENTATION:**

1. MEMORANDUM FROM MELISSA FERRARO/VILLAGE  
ADMINISTRATOR TO MAYOR ROSSILLO AND THE BOARD OF  
TRUSTEES
2. DRAFT RESOLUTION
3. AGREEMENT FOR PROFESSIONAL PLANNING SERVICES BY  
AND BETWEEN THE VILLAGE OF DOBBS FERRY BOARD AND  
NELSON, POPE & VOORHIS, LLC



**VILLAGE OF DOBBS FERRY**  
**OFFICE OF THE VILLAGE ADMINISTRATOR**  
112 Main Street  
Dobbs Ferry, New York 10522

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To: Mayor Rossillo & Board of Trustees

From: Melissa Ferraro, Village Administrator

Re: Agreement with Nelson, Pope & Voorhis, LLC (Nelson Pope)

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The Village has used the services of Nelson, Pope, Voorhis, LLC (Nelson Pope) for the past year for professional planning services for the Village.

In the past the Village paid different hourly rates depending on which planner provided the services. At this time I am proposing to change our agreement from an hourly rate to a retainer agreement at the rate \$3000 per month for professional services rendered as described in the attached resolution.

The proposed Contract agreement is attached for your review.

I ask that this item be placed on the 5/24/22 Board of Trustees agenda for consideration.

**RESOLUTION AUTHORIZING VILLAGE ADMINISTRATOR TO EXECUTE A  
PROFESSIONAL SERVICES AGREEMENT WITH NELSON, POPE & VOORHIS,  
LLC FOR PROFESSIONAL PLANNING SERVICES TO THE VILLAGE OF DOBBS  
FERRY**

**WHEREAS**, the Village of Dobbs Ferry wishes to obtain professional planning services for a variety of planning functions, including assisting the Village in preparing and/or reviewing site plans, special use permits, subdivisions, SEQR, and other land development applications, plans and zoning amendments, site specific zone petitions and other environmental and planning work; and

**WHEREAS**, the Village of Dobbs Ferry has utilized the services of Nelson, Pope & Voorhis, LLC (Nelson Pope) for the past year and has been happy with the professional level of service provided; and

**WHEREAS**, since using Nelson Pope, the Village has been paying an hourly rate for their services which varies depending upon which planner provides the service; and

**WHEREAS**, in calculating the time spent on various projects for the Village, Nelson Pope has provided a retainer agreement whereby the Village will pay \$3,000 per month for the professional services provided by the firm; and

**WHEREAS**, this agreement will encompass Municipal services such as on-call planning and community development advice to the Village; review of applications or planning matters referred by neighboring municipalities; attend meetings of the Village Board as required; make formal presentations of proposed planning, zoning or other projects at Village Board meetings and work sessions; advise and assist the Village Board on grants as requested, on various land use issues confronting the community; prepare memos as requested; provide coordination, review and comment on materials and process on planning studies or matters, including, but not limited to, affordable housing, comprehensive plan, regional plans or other such initiatives; draft new or amend zoning or other land use regulations commissioned by the Village that do not require more than 25 hours of work; and

**WHEREAS**, having a retainer agreement in place will enable the Village to adequately budget for planning services; and

**WHEREAS**, additional planning services that typically require more than 25 hours of work would require a separate proposal, budget and require approval from the Village Board of Trustees based upon an hourly rate schedule; and

**WHEREAS**, the Village has funding budgeted for this retainer agreement in budget line # A.1440.457; and

**WHEREAS**, the Village Administrator recommends the Village enter into this professional services agreement with Nelson Pope for the performance of professional planning services for the Village.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Village of Dobbs Ferry Board of Trustees hereby authorizes the Village Administrator to execute a professional services agreement with Nelson, Pope & Voorhis, LLC for the performance of professional planning services at a monthly rate of \$3,000, which shall be in effect June 1, 2022 through May 31, 2023, with an option to renew for an additional one-year term; and be it further

**RESOLVED**, that the professional services agreement shall be subject to the review and approval of the Village Attorney and Village Administrator; and be it further

**RESOLVED**, that this Resolution shall take effect immediately.

# **AGREEMENT FOR PROFESSIONAL PLANNING SERVICES**

By and Between

**THE VILLAGE OF DOBBS FERRY VILLAGE BOARD**

and

**NELSON, POPE & VOORHIS, LLC**

**THIS AGREEMENT** entered into as of \_\_\_\_\_, 2022, by and between the **VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES** ("Village Board") with offices at Dobbs Ferry Village Hall, 112 Main Street, Dobbs Ferry, NY 10522 and **NELSON, POPE & VOORHIS, LLC**, with offices at 156 Route 59, Suite C6, Suffern, NY 10901, hereinafter referred to as "NPV."

**WHEREAS**, the Village Board wishes to obtain professional planning services for a variety of planning functions, 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 Dobbs Ferry; and

**WHEREAS**, the Village wishes to retain NPV to provide these services.

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

- A. Employment as Planner.** The Village Board hereby retains NPV as an independent contractor and NPV agrees to perform the professional environmental and planning services set forth herein.
- B. Scope of Services.** NPV shall be responsible for providing the following services, at the request of the Village:
  - 1. Municipal Services.** It is anticipated that the municipal services would be compensated as part of the monthly retainer as detailed in Section C, Fees and Method of Payment.
    - a. Provide on-call planning and community development advice to the Village Administrator, Mayor, Trustees, and office staff as needs arise, where such advice is not attributed to a particular site-specific application.
    - b. Review any applications or planning matters referred to the Village of Dobbs Ferry by neighboring municipalities pursuant to General Municipal Law requirements.
    - 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 Board on grants, as requested (see B.3, Additional Planning Services).
  - f. Advise the Village and any of the boards or committees as requested by the Village Board on various land use issues confronting the community.
  - g. Prepare memos as requested by the Village Board on matters before the board.
  - h. 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.
  - j. Draft new or amended zoning or other land use regulations commissioned by the Village that do not require a significant amount of time (see B.3, Additional Planning Services).
- 2. Land Use Application Review Services.** It is anticipated that for land use application reviews, such compensation will be drawn from escrow accounts established for an application based upon our hourly rates as detailed in Section C, Fees and Method of Payment.
- a. At the Village's request, attend Village 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 site-specific applications.
  - e. Prepare findings and recommendations concerning reviews completed under (a) through (d).
  - f. Consult with the Board Clerks and the Building Department 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 applicable Village attorney in preparing SEQRA 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 a land use application.
- 3. Additional Planning Services.** These additional planning services typically necessitate over 25 hours of work. These services would require NPV to submit a separate proposal, budget, and obtain approval from the Village based upon our hourly rates as detailed in the Municipal Hourly Rate Schedule below in Section C.
- a. Prepare planning studies, reports, draft significant new or amended zoning or other land use regulations commissioned by the Village.
  - b. Write substantial grant applications.

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

1. **Retainer Fee.** All services under Item B.1 shall be compensated by a monthly fee of \$3,000.
2. **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 attached to this agreement. 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 such compensation will be drawn from escrow accounts established for an Applicant, and the underlying obligation to pay for services rendered rests with the Village.
3. **Additional Planning Services Rates.** For services set forth in B.3 above, services will be compensated on an hourly basis in accordance with the Fee Schedule set forth in C.2 (above). The estimated fee would be established in advanced for each assignment.
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 Board, 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 made upon receipt by the Village of an 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 Board finds 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 are to commence upon the date of execution of this agreement, which shall be effective June 1, 2022 to June 1, 2023. The Village Board, at its option, may renew this agreement for an additional one (1) one-year term thereafter at the same terms and conditions.

- B. Ms. Valerie Monastra, AICP, is the Principal Planner who will be primarily responsible for attending Planning Board meetings and conducting reviews, and NPV will provide additional staff as needed depending on the assignment or if Ms. Monastra is unable to attend a meeting. Ms. Monastra will be involved throughout the contract to provide oversight, management and supervision over reviews, and will have direct involvement in Village zoning and planning assignments.
- C. Ms. Bonnie Franson, AICP CEP, PP, is the Partner-in-Charge for this project and will be involved in various planning and zoning assignments as needed. The services of other staff shall be utilized as needed.
- D. The Village Board has the right to terminate this agreement at any time with or without cause. Under no circumstances shall this be deemed an employment contract for any defined period of time.

**IN WITNESS WHEREOF**, the Dobbs Ferry Board of Trustees authorizes the Village Administrator to execute this agreement through signature below.

By:

\_\_\_\_\_  
Melissa Gilbon Ferraro, Village Administrator  
On behalf of the VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Bonnie Franson, AICP, CEP, PP, Partner  
On behalf of NELSON, POPE & VOORHIS, LLC

\_\_\_\_\_  
Date