

CONSULTING AGREEMENT

(Town-Village Master Plan)

THIS AGREEMENT, made as of the _____ day of _____, 2013 by and between the TOWN OF NEW PALTZ, a governmental subdivision, with offices located at 1 Veterans Drive, P.O. Box 550, New Paltz, New York 12561 and the VILLAGE OF NEW PALTZ, a municipal corporation, with office located at 25 Plattekill Avenue, P.O. Box 877, New Paltz, New York 12561(hereinafter referred to collectively as “Town and Village”); and [LAVALLA ENTITY?][CURT LA VALLA?], maintaining an office for the transaction of business located at _____, (hereinafter referred to as “Consultant”)

WITNESSETH:

WHEREAS, the Master Plan Review Task Force, commissioned in 2011 by the Board of Trustees of the incorporated Village of New Paltz, has recommended to the Town and Village the need for revision of the municipality’s Master Plan; and

WHEREAS, at a meeting conducted on August 15, 2013, the Village Board of Trustees and the Town Board jointly resolved that a joint Master Plan is in the best interests of the Town and Village; and

WHEREAS, the Town and Village desire to retain an independent Consultant to work together with Town and Village officials, departments and stakeholders to develop a joint Comprehensive Master Plan that takes into consideration the needs of the entire municipality; and

WHEREAS, Curt La Valla has offered to provide such services as are more particularly described in the within Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter expressed and

pursuant to the authority contained in the General Municipal Law, the Village Law and the Town Law of the State of New York with respect to municipal cooperation for comprehensive planning and land use regulation, it is hereby agreed by and between the parties hereto as follows:

1. **Joint Comprehensive Master Plan**: The Town and Village hereby enter into a non-exclusive agreement with Curt La Valla to work collaboratively with Town and Village officials, departments and stakeholders in developing a Joint Master Plan in accordance with the **Scope of Work** attached hereto and made a part hereof (the “Project”).

2. **Compensation**: The Town and Village shall pay the Consultant for such services to be performed an amount not to exceed, in the aggregate, the sum of FIFTY TWO THOUSAND DOLLARS (\$52,000.00). **[the not-to-exceed concept was in Jean/Joe M.’s draft. Do you really mean not-to-exceed? Or is it a fixed contract? See my note below as to the implications]**

3. **Payment**: For the services to be performed, the Consultant will submit to the Town and Village time sheets on a bi-weekly **[or monthly? Why bi-weekly?]** Village basis, together with appropriate vouchers as established by the Town and Village for such purpose, for audit and payment of the work completed, **[which will say what? Is it just an invoice for \$1,000 per week? Does it set forth hours worked? Since it’s a “not-to-exceed” contract (which is what the authorizing resolution also said), does that mean it could be less than \$52,000, and therefore less than \$1,000 per week? That would seem to indicate the notion of hourly billing, which would be typical. If so, at what rate per hour? Need to set this out so our two treasurers and Boards know what they’re looking for when they audit invoices. I’m not taking a position here – it’s a board decision - but is it really a NTE contract, or is it just**

\$1,000 per week tied to deliverables? Boards need to discuss.] payment for which shall be made [**monthly**][**quarter-annually**] through what is commonly referred to as the Town's "B Fund" (Town and Village). Notwithstanding the foregoing, the amount of \$13,000.00 (one-quarter of the payment due) will be withheld until the Town and Village accept as complete the Joint Comprehensive Master Plan.

5. **Periodic reports and final plan:** As part of the Consultant's services to be performed pursuant to this Agreement, the Consultant will provide reports to both governing boards of the Town and Village at least as frequently as follows:

a) Written interim program reports shall be delivered to both boards at or prior to their typical deadlines for submissions for placement on each Board's first meeting (or, if there is only one meeting in any such month, or if a joint meeting is held for this purpose, then for that meeting) in January 2014 ("First Deliverable Date"), March 2014 ("Second Deliverable Date") and May 2014 ("Third Deliverable Date");

b) A draft Joint Comprehensive Plan shall be provided to both boards at or prior to their typical deadlines for submissions for placement on each Board's first meeting in September 2014 ("Final Deliverable Date"), or, if there is only one meeting in any such month, or if a joint meeting is held for this purpose, then for that meeting. During September and October, 2014, the Town and Village Boards shall determine whether the Draft is deemed complete for purposes of releasing final payment and shall communicate any deficiencies to the Consultant to allow for revised drafts to be submitted in a timely manner. If the Boards do not communicate necessary revisions or objections to the Consultant by which the Draft is deemed by either or both of them to be incomplete on or before two weeks after the meeting at which the draft is considered by them, then the for purposes of payment of the final \$13,000 only, the Draft shall be deemed to be sufficiently satisfactory to release final payment.

4. **Term and early termination:** This agreement shall expire on November 30, 2014, unless terminated earlier as provided herein. The Agreement may be extended only by affirmative vote of both Boards. The Town or Village may terminate this Agreement for any reason or no

reason, by majority vote of its governing board, upon thirty (30) days advance notice to the Consultant. If one municipality, but not the other, terminates this Agreement, then the non-terminating municipality may continue to retain the Consultant at its expense. Consultant may terminate this Agreement in the event that the municipality commits a breach of its material obligations hereunder, upon thirty (30) days advance written notice and where the Town and Village does not cure the alleged breach within a reasonable time following written notice thereof.

5. **Independent contractor status:** The Consultant, in accordance with his status as an independent contractor, agrees that he will conduct himself consistently with such status. Consultant will not hold out as, nor claim to be, an officer or employee of the municipality by reason hereof nor make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the municipality, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit or other benefit. Consultant understands and agrees that the Town and Village will make no deduction from payments hereunder on account of federal or state income tax, social security, disability or unemployment insurance or the like. Consultant is solely responsible for payment of all governmental obligations arising in connection with this Agreement. Neither party nor any of their respective officers, employees or independent contractors is authorized or empowered to act as agent for the other for any purpose and shall not, on behalf of the other, enter into any contract, warranty or representation as to any matter, except as specifically allowed herein and limited to the narrowest construction thereof.

6. **Insurance:** It shall be a material term of this Agreement and a condition precedent to the obligations of the Town and Village herein that the Consultant maintain \$1,000,000 of

professional liability (or Errors & Omissions) coverage and proof of workers' compensation coverage. The Consultant shall also maintain auto liability of at least \$1,000,000. Proof of such insurance shall be provided upon Consultant's execution of this Agreement and upon request by the Town or Village.

6. **No assignment:** The parties represent that the Consultant has been retained based, in part, upon his representation of personal skill and qualification to perform the work required. Consultant shall not assign his rights or obligations hereunder without the prior written consent of the municipality nor shall he subcontract, either directly or indirectly, any of his responsibilities hereunder without the prior written consent of the municipality.

7. **General provisions:**

- a. The failure by either party to enforce any provision of this Agreement or to timely insist on performance shall not constitute or be construed as a waiver of any right to strictly enforce a contractual provision.
- b. Any notice provided for in this Agreement shall be in writing and deemed to have been received if sent by regular or certified mail, postage pre-paid, and received at the address for each of the respective parties set forth above.
- c. The provisions of this Agreement shall be governed by the laws of the State of New York, and the parties agree that the exclusive forum for any dispute concerning this Agreement shall be in a court of competent jurisdiction within the State of New York, County of Ulster.
- d. This Agreement constitutes the entire understanding between the parties regarding this matter and merges any and all prior discussions, representations, promises and warranties

within its scope. There are no representations, warranties or promises not expressly set forth in this Agreement. Except as expressly set forth herein, this Agreement may not be modified, renewed or extended, except in writing, signed by both parties. e. This Agreement shall be executed in triplicate. One fully executed original shall be held by the Consultant, and one original each shall be permanently filed, after execution thereof, in the office of the Town Clerk of the Town of New Paltz, and the Village Clerk of the Village of New Paltz.

IN WITNESS WHEREOF, the Consultant, the Town of New Paltz, and the Village of New Paltz, have each caused their respective seals to be affixed hereto, and this Agreement is signed by the Supervisor of the Town of New Paltz and by the Mayor of the Village of New Paltz, both duly authorized to do so.

VILLAGE OF NEW PALTZ

By: _____
Jason West, Mayor

Dated: _____

TOWN OF NEW PALTZ

By: _____
Susan Zimet, Supervisor

Dated: _____

CONSULTANT

Curt Lavalla

SCOPE OF WORK

This Scope of Work is attached to and made a part of the Agreement by and between the TOWN OF NEW PALTZ (“Town”), the VILLAGE OF NEW PALTZ (“Village”), and [LAVALLA ENTITY][CURT LA VALLA] (“Consultant”), by which Curt La Valla has been retained by the Town and Village to provide a Joint Master Plan acceptable to them by November 30, 2014. It is acknowledged and understood that this retention is for the purposes of producing a Joint Master Plan, and nothing herein shall be construed to limit or constrain the Consultant in his obligation to prepare same in accordance with industry standards.

I. Project Description

The goal of this retention is to research, develop, and adopt a Joint Master Plan (“Plan”) for the two communities which can be used as the basis for the adoption of zoning code revisions and other planning precepts. It is expected that this Plan will ensure that future lawmakers, planning boards, and boards or consultants recommending policy or law in each municipality have a baseline for judging the appropriateness of legislative and policy action, with the goal being the achievement of the Plan’s vision within two decades.

II. Community Access

The Consultant will establish a website or link from the municipal websites to a page devoted to the Joint Master Plan, and may establish such other community outreach and social media access points as may in the Boards’ discretion be appropriate, and the Consultant will provide such information as is requested and current throughout the term of this Agreement so as to keep the public informed of the latest information and the progress of the Project. The Consultant will arrange and conduct at least three community charettes for the public presentation of the master planning concept and the receipt of public input, at least two of

which shall be conducted within the first three months of the engagement, and all of which shall be conducted within the first five months of the engagement. Public input will be encouraged and should be taken into consideration in preparing deliverables. The Consultant will be expected to maintain a minimum of office hours per week, split evenly between Town and Village Hall, and to take such meetings as necessary and prudent with community stakeholders and municipal officials and consultants in furtherance of the Project. The Consultant will be expected to attend public meetings of the Boards as requested and to conduct a community meeting devoted to the progress of the Plan at least once per quarter.

Deliverables: Provide such information as is requested and current throughout the term of this Agreement so as to keep the public informed of the latest information and the progress of the Project and conduct a community meeting devoted to the progress of the Plan at least once per quarter.

III. Study Area

The Town and Village of New Paltz.

Deliverables: The Consultant will produce a base map of the study area within two weeks of execution of this Agreement.

IV. Data Collection/Existing Conditions

The Consultant will assess existing land use, design, streetscape, and transportation conditions. The Master Plan process will require an existing conditions survey including estimated 2013 demographics, pedestrian/ vehicular/ bicycle circulation and access conditions, parking counts, traffic counts and public transportation ridership information. The Consultant will obtain aerial photography of the study area and prepare base maps depicting these existing condition categories. The Consultant will review the current Zoning Ordinances,

Comprehensive Plan and other relevant transportation plans and documents. The Consultant will review County Planning documents and initiatives. The Consultant will assess industrial, retail, restaurant, entertainment, office, residential markets, public and community uses, and publicly owned property inventory. The Consultant will identify land availability, vacancy rates, land prices, rents and price points in the trade area. The Consultant will 1) accurately describe existing land uses, demographic data, and real estate markets around the study area, 2) identify an appropriate mix of uses of an appropriate scale that could take advantage of the close proximity of transit, and 3) identify development needs and opportunities within the study area.

Deliverables: Provide to the Boards for review, printed and digital copies of a “Joint Master Plan Existing Conditions Report” consisting of a base map, existing land use plan of study area, demographic analysis, traffic access and circulation plans (including an analysis of transit facilities in the area and their use patterns) as well as accompanying narrative statements, and a real estate market analysis of the study area, containing an evaluation of existing conditions and development opportunities both in and around the identified study area, on or before the First Deliverable Date. Based upon this Report, and with the Consultant’s advice, the Boards and their consultants will provide input for the direction and general vision of the Joint Comprehensive Plan.

V. Draft Future Land Use Plan

The Consultant will be expected to produce a Draft Future Land Use Plan in advance of the Final Deliverable date to allow the Boards an opportunity to provide direction to the Consultant as to the proposed planning concepts prior to the commencement of work in earnest on the Final Draft. In considering the planning concepts to be utilized, the Consultant will be expected to incorporate

modern planning and zoning techniques, model ordinances and planning concepts, and industry best practices, which might have reasonable application to the Town and Village of New Paltz.

Deliverables: Provide to the Boards a Draft Future Land Use Plan in advance of the Final Deliverable date to allow the Boards an opportunity to provide direction to the Consultant as to the proposed planning concepts prior to the commencement of work in earnest on the Final Draft at or prior to the Second Deliverable Date.

VI. Initial Draft Comprehensive Plan

Based upon the comments and direction of the Boards with respect to the Draft Future Land Use Plan, and in accordance with the general Scope of Work herein, the Consultant will produce an Initial Draft Master Plan for consideration and comment in advance of the production of the Final Draft.

Deliverables: Provide to the Boards an Initial Draft Master Plan in advance of the Final Deliverable date to allow the Boards an opportunity to provide direction to the Consultant as to the proposed planning concepts prior to the commencement of work in earnest on the Final Draft at or prior to the Third Deliverable Date.

VII. Final Draft Comprehensive Plan

Based upon the comments and direction of the Boards with respect to the Initial Draft Comprehensive Plan, and in accordance with the general Scope of Work herein, the Consultant will produce a Final Draft Comprehensive Plan.

Deliverables: Provide to the Boards a Final Draft Master Plan at or prior to the Final Deliverable Date.

VIII. The Master Plan Document

It is anticipated that the Plan will provide textual and visual summaries and exposition of at least

the following nature:

I. EXECUTIVE SUMMARY

II. VISION STATEMENT

III. EXISTING CONDITIONS

- a. Land Use
- b. Existing Housing Stock
- c. Parking & Traffic Circulation Assessment
- d. Pedestrian & Bicycle Circulation Assessment
- e. Utility Service Elements
- f. Community Facilities Assessment
- g. Open Space & Recreation Assessment
- h. Public Transit
- i. Historic Resources Assessment

IV. MASTER PLAN ELEMENTS

- a. Future Land Use with Design Guidelines*
- b. Future Housing Needs & Planning
- c. Parking & Traffic Circulation Planning with Design Guidelines*
- d. Pedestrian & Bicycle Circulation Planning with Design Guidelines*
- e. Utility Service Element Planning
- f. Community Facilities Planning
- g. Open Space & Recreation Planning with Design Guidelines*
- h. Public Transit Planning
- i. Historic Resources Planning

V. IMPLEMENTATION STRATEGIES^

VI. APPENDICES & MAPS

***Design Guidelines**

The design guidelines will provide criteria to which any new public or private development should conform. It will include criteria on materials, colors, building massing, signage, relationship of structure to street and surrounding structures, facades, windows, additions, site treatment, landscaping, and lighting. The Consultant will develop design guidelines to complement the proposed concept plan and will assist to ensure a quality development. The

Consultant shall also develop illustrated guidelines for new residential, commercial, civic, and office development in the study area. Address building design and massing, street and landscape elements, parking lots and structures (appropriate paving, fencing, etc.), signage, lighting and buildings (setbacks, orientation, height, massing, bulk, materials and common facades, etc.).

^ Implementation Strategies

The Consultant must develop strategies that provide a framework and realistic time frame for implementing the Preferred Concept Plans. These strategies will need to assure that the Master Plan will be supported throughout turnover in Village Boards and staff. Address site control and acquisition, remediation and demolition, suggested plan implementation phasing, cost estimates and application of appropriate funding techniques for each phase. Identify incentives and funding sources for developers including tax increment financing, state and federal financing and grants.

VILLAGE OF NEW PALTZ

TOWN OF NEW PALTZ

By: _____
Jason West, Mayor

By: _____
Susan Zimet, Supervisor

Dated: _____

Dated: _____

CONSULTANT

Curt Lavalla