

**Agreement For Consultant Services
Cold Spring Local Waterfront Revitalization Program**

THIS AGREEMENT made this day 31st of October, 2012, between the Village of Cold Spring, 85 Main Street, Cold Spring, New York (hereinafter the "Village") and GREENPLAN INC., a corporation duly organized and existing under the laws of the State of New York, with its principal place of business at 302 Pells Road, Rhinebeck, New York 12572 (hereinafter referred to as "GREENPLAN").

WITNESSETH:

WHEREAS, the Village has heretofore entered into a Contract with the New York State Department of State (hereinafter the "DOS") for funding of a Local Waterfront Revitalization Program, a copy of which is annexed as Schedule "A;" and

WHEREAS, GREENPLAN submitted a Work Plan and Budget dated 10-04-2012 in which it proposed to perform the services required for a Local Waterfront Revitalization Program at a cost of not more than Twenty Four Thousand Two Hundred Fifty and 00/100 Dollars (\$24,250), a copy of which is annexed hereto as Schedule "B"; and

WHEREAS, by resolution adopted 10/23, 2012, a copy of which is annexed hereto as Schedule "C," the Village Board accepted the Work Plan submitted by GREENPLAN and authorized the Mayor to execute this contract;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the Village and GREENPLAN hereby agree as follows:

1. Contract Documents. The terms and provisions of the agreement between the Village and GREENPLAN are set forth in this Agreement For Consultant Services and include GREENPLAN's Work Plan to assist with preparation of the LWRP and the contract with DOS, all of which are expressly incorporated herein.
2. Services. GREENPLAN shall forthwith perform the services set forth in the Work Plan provided by GREENPLAN and in accordance with the terms and stipulations set forth in the contract with DOS.
3. Insurance. Before the start of any activity GREENPLAN shall provide the Village with a policy of general liability insurance in the amount of One Million (\$1,000,000) issued by an insurance company licensed to do business in the State and acceptable to the Village and the DOS that shall name the Village and the DOS as additional insureds. In addition, before the start of any activity GREENPLAN shall provide the Village with proof of a policy of automobile liability insurance in the amount of not less than One Million (\$1,000,000) and Workers Compensation at the statutory limits, all of which policies shall be issued by an

insurance company licensed to do business in the State and acceptable to the Village and the DOS.

4. Time. GREENPLAN shall abide by all time limitations imposed by the contract with DOS for performance of services and shall use best efforts to comply with the time line for such services. Failure of GREENPLAN to comply with applicable time limitations shall constitute grounds for termination of this Agreement for Consultant Services as set forth below.

5. Cost. Payment to GREENPLAN under the agreement shall be in accordance with the fee schedule set forth in the GREENPLAN's original Agreement for Consultant Services, a copy of which is annexed hereto as Schedule "D." The total amount paid to GREENPLAN under this Agreement for Consultant Services shall not exceed Twenty four Thousand Two Hundred Fifty and 00/100 Dollars (\$24,250).

6. Disbursements. Excepting photocopying (at a maximum of 7¢ per page if done at the firm), postage and shipping costs, no travel costs, rental costs or other disbursements shall be billed to the Village unless prior approval for such disbursements has been given by the Village.

7. Payment. Payments shall be made by the Village within thirty (30) days after approval of a request for payment.

8. Requests for Payment. All invoices, statements or other requests for payment by GREENPLAN shall be in writing and shall include a detailed, itemized account of the services and costs for which payment is sought and shall include a notarized voucher. As per the contract with DOS, all invoices or New York State standard vouchers submitted for payment must include the payee's identification number, (i.e., either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers). All requests for payment must be approved by the Village Board and the DOS before payment is made. Requests for payment shall be submitted on a monthly basis.

9. Hold harmless. GREENPLAN shall defend and hold harmless the Village and the DOS for all claims of third-parties for loss, damage or injury to persons or property asserted against the Village and/or the Department arising from any alleged negligence or other culpable conduct on the part of GREENPLAN, its subcontractors, employees or agents in performance of services under this Agreement for Consultant Services.

10. Communications. All notices and communications under this Agreement for Consultant Services shall be made in writing in accordance with the procedure set forth in the contract with DOS, and all communications to GREENPLAN shall be sent to "Attn: J. Theodore Fink, 302 Pells Road, Rhinebeck, New York 12572."

11. Subcontractors. GREENPLAN agrees to abide by the provisions of the contract with DOS regarding retention of subcontractors and, inter alia, shall not retain subcontractors without prior approval from the Village and the DOS and shall provide a copy of the contract with DOS to any and all subcontractors it retains. Further, any subcontractors retained by GREENPLAN shall be paid directly by GREENPLAN, and releases of lien from such subcontractors shall be provided with any request for payment involving work performed by such subcontractors. Additionally, fees for such subcontractors shall not be subject to any markup.

12. Cancellation. The Village may unilaterally cancel this Agreement for Consultant Services at any time without cause. In the event that the Village cancels this Agreement without cause, GREENPLAN shall be entitled to payment for all services rendered under this Agreement for Consultant Services in accordance with the agreement up to the time of cancellation but shall have no other right, remedy or claim against the Village or the DOS for such cancellation.

13. Termination for Cause. If GREENPLAN fails to comply with any of the requirements of applicable State or federal laws and regulations, or fails to comply with any of the requirements of the contract with DOS and/or this Agreement for Consultant Services including, without limitation, timely performance of services, the Village may provide written notification to GREENPLAN of its breach of contract and set a specific amount of time to cure the said breach. If GREENPLAN fails to cure its breach of contract within the time provided by the Village, then the Village shall be entitled to unilaterally terminate this Agreement for Consultant Services. In the event that this Agreement for Consultant Services is terminated for cause under this provision, GREENPLAN shall not be entitled any payment under this agreement and, further, shall be liable to the Village for any loss or damages sustained by reason of GREENPLAN's culpable conduct and/or failure to perform its obligations hereunder.

14. Non-Assignment Clause. This contract may not be assigned by GREENPLAN, nor may any right, title or interest therein be assigned, transferred, conveyed or otherwise disposed of and any attempts to make such assignment shall be null and void.

15. Records. As per the terms of the contract with DOS, GREENPLAN shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract.

16. DOS Approval. It is expressly understood and agreed that this contract is subject to the approval of the New York State Department of State. In the event that the DOS does not approve of this contract, then this contract shall be null and void ab initio, and no party shall have any rights or claims against the other.

17. Non-collusion. GREENPLAN hereby warrants and represents that this Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New York and the Village of Cold Spring, and that said laws have not been


violated and shall not be violated as they relate to the performance of the Agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any Village employee, officer or official.

18. Use of Village Documents. During the project, any documents provided to GREENPLAN by the Village, including, but not limited to, drawings, reports and maps, whether in hard copy or in electronic form, shall remain the property of the Village and shall be returned to the Village at such time as they are no longer necessary for the completion of those elements of the scope of work of this Agreement for which such documents are necessary, but in no case later than the final completion of the scope of work of this Agreement. GREENPLAN shall use its best efforts to maintain the confidentiality of such documents. GREENPLAN shall only use Village documents for the purposes contemplated in the scope of work of this Agreement and for no other purpose whatsoever. No Village documents or information contained therein shall be provided to any third party without the prior written consent of the Village.


19. Entire Agreement. This Agreement for Consultant Services completely expresses the full agreement between the Village and GREENPLAN. Any prior understandings and representations agreements between the Village and GREENPLAN are merged herein. GREENPLAN has entered into this agreement after full investigation and without relying upon any statements that are not set forth herein.

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the day, month and year first written above.

GREENPLAN INC.,

By 
Name: J. Theodore Fink
Title: President

VILLAGE OF COLD SPRING

By 
Seth Gallagher, Mayor

As authorized by resolution of the Village Board
dated _____, 2012

STATE OF NEW YORK)
) ss.:
COUNTY OF PUTNAM)

On the _____ day of _____, in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF PUTNAM)

On the 31st day of October, in the year 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Seth Gallagher, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the Village of Cold Spring executed the instrument.

Cathy L. Costello

Notary Public

CATHY L. COSTELLO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CO6118728
QUALIFIED IN PUTNAM COUNTY
COMMISSION EXPIRES NOV. 15, 2012

SCHEDULE A

SCHEDULE B

GREENPLAN Inc. Proposal to Village of Cold Spring Special Board

Task	J. Theodore Fink, AICP	Michele Greig, PhD, AICP	Mapping
Adapt State Coastal Policies/Prepare Harbor Management Plan			
Prepare for 3 Meetings		3.00	
Attend 3 Public Outreach Meetings	12.00	12.00	
Prepare Draft LWRP Policies/Draft Harbor Management Plan	8.00	24.00	
Prepare Final LWRP Policies/Final Harbor Management Plan	8.00	16.00	
SUBTOTAL HOURS	28.00	55.00	0.00
Prepare Inventory and Analysis			
Analyze Existing Information		6.00	
Identify Missing Information		2.00	
Attend Special Board Meeting		2.00	
Prepare Draft Inventory & Analysis	1.00	20.00	2.00
Prepare Final Inventory & Analysis	3.00	4.00	
SUBTOTAL HOURS	4.00	34.00	2.00
Local Implementation Techniques Preparation			
Analyze Village Land & Water Use Controls		12.00	
Prepare Recommendations for Local LWRP Implementation	2.00	20.00	
Prepare Coastal Consistency Local Law	2.00	20.00	
Prepare SEQR/Other Compliance Documents for Local Law	2.00	20.00	
SUBTOTAL HOURS	6.00	72.00	0.00
Draft State & Federal Actions Affecting LWRP			
Gather Missing Information		1.00	
Analysis of All Data Gathered		1.00	
Text Preparation		2.00	
SUBTOTAL HOURS	0.00	4.00	0.00
Draft Local Public Outreach Process			
Text Preparation and Revisions	2.00	8.00	

GREENPLAN Inc. Proposal to Village of Cold Spring Special Board

Task	J. Theodore Fink, AICP	Michele Greig, PhD, AICP	Mapping
Presentation of Draft LWRP at Special Board Meeting	2.00	4.00	
Prepare SEQR Documents for LWRP Adoption		16.00	
Attend Meetings to Discuss LWRP	6.00		
SUBTOTAL HOURS	10.00	28.00	0.00
TOTAL HOURS (per staff)	48.00	193.00	2.00
WAGE RATE (per hour)	\$140.00	\$90.00	\$80.00
ESTIMATED BUDGET FOR PROFESSIONAL SERVICES	\$6,720.00	\$17,370.00	\$160.00
TOTAL ESTIMATED FEE FOR LWRP WORK TASKS			\$24,250

SCHEDULE C



Village of Cold Spring

85 Main Street, Cold Spring, NY 10516
Tel: (845) 265-3611 Fax: (845) 265-1002
Web: www.coldspringny.gov

SETH J. GALLAGHER, MAYOR
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trustee.francisco@coldspringny.gov

MARY SAARI, CLERK/TREASURER
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ELLEN MAGEEAN, ACCOUNTANT
STEPHEN J. GABA, ATTORNEY
WILLIAM BUJARSKI, BUILDING INSPECTOR
building@coldspringny.gov
CODE ENFORCEMENT TEL: (845) 265-3964

Resolution No. 38-2012 Contract and work plan from Greenplan Inc., for LWRP

WHEREAS, the Village Board has received a proposed contract and work plan from Greenplan, Inc., for professional services regarding preparation of a Local Waterfront Revitalization Program, and

WHEREAS, the proposed contract and work plan has been reviewed and found to be acceptable,

NOW, THEREFORE, BE IT RESOLVED as follows:

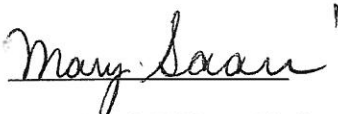
1. That the Village Board hereby approves the said work plan, a copy of which is *attached* hereto, and
2. That the Village Board hereby authorizes the Mayor to execute the contract on behalf of the Village.

Trustee Falloon presented the foregoing resolution which was seconded by Trustee Hustis.

The vote on the foregoing resolution was as follows:

Charles E. Hustis III, Trustee, voting YES
Bruce D. Campbell, Trustee, voting YES
J. Ralph Falloon, Trustee, voting YES
Matt Francisco, Trustee, voting YES
Seth J. Gallagher, Mayor, voting YES

Resolution #38-2012 was adopted unanimously on this day, October 23, 2012


Mary Saari, Village Clerk

SCHEDULE D

GREENPLAN

2012 Schedule of Municipal Fees

Personnel Charges	Rate Per Hour
Principal Planner	\$140 per hour
Senior Planner	\$110 per hour
Environmental Specialist	\$90 per hour

Direct Costs

Reimbursable expenses are in addition to personnel charges, are billed at cost, and include expenditures made in the interest of the project for the expenses as listed below:

- Reproduction of reports, drawings, photocopies and blueprints.
- Messenger and express service deliveries where required.
- Purchase of maps, photographs, ordinances, plans and other documents directly related to and necessary to complete contractual obligations.

Subcontractors

Subcontractor's work will be billed at cost plus 5%.

Billing

Project costs will be billed monthly, payable net 30 days. Delinquent payments will be assessed a 1.5% per month finance charge.