



TOWN OF ULYSSES

10 Elm Street, Trumansburg, NY 14886
townofulyssesny.gov

Town Supervisor (607) 387-5767, Ext 232 • supervisor@townofulyssesny.gov
Town Clerk (607) 387-5767, Ext 221 • clerk@townofulyssesny.gov

**ESCROW AGREEMENT FOR THE PAYMENT OF
MUNICIPAL ENGINEERING, CONSULTING, LEGAL EXPENSES AND OTHER
AGENCY FEES**

This Escrow Agreement for the Payment of Municipal Engineering, Consulting and Legal Expenses (the “Agreement”) is made effective as of the date written below by and between the Town of Ulysses, a municipal corporation with its principal office located at 10 Elm Street, Trumansburg, NY 14886 (the “Town”)

and

Person/Organization: _____

Address: _____
(the “Applicant”).

WHEREAS, the Applicant is requesting that the Town approve certain building, planning, and/or zoning applications as more thoroughly described in its application(s) file number(s) _____ (“the Project”); and

WHEREAS, the Town has or will retain an engineering firm, consultants, and legal counsel (collectively the “Third-Party Professionals”) to assist in its review and oversight of the Project; and

WHEREAS, the Town may be charged fees, costs and expenses by other agencies as a result of their review of the Project (the “Other Agency Fees”)

WHEREAS, the Applicant has offered and the Town has accepted the Applicant's offer to reimburse the Town for (1) its reasonable and documented out-of-pocket expenses that the Town will incur in the review and oversight of the Project by its Third-Party Professionals, and (2) any Other Agency Fees charged to the Town.

NOW THEREFORE, in consideration of the mutual promises herein, the Town and Applicant agree as follows:

1. (a) Applicant shall reimburse the Town for its documented out-of-pocket engineering, consulting and legal fees reasonably incurred by the Third-Party Professionals in connection with the Project, including but not limited to services required to review the Project under local, state and federal laws, and compliance with the New York State Environmental Quality Review Act. Said reimbursements shall be for services provided beginning on or about the date of this Agreement, through final action by the Town

concerning the Project.

(b) Applicant shall also reimburse the Town for its documented Other Agency Fees charged to the Town. Said reimbursements shall be for all Other Agency Fees provided beginning on or about the date of this Agreement, through final action by the Town concerning the Project.

2. (a) The Town has designated as of this Agreement's effective date the Third-Party Professionals to be _____ as the consulting engineering firm and Coughlin & Gerhart, LLP, as its legal counsel. The Town retains the right to designate additional and other firms in its sole discretion.

(b) Upon the Town becoming aware of potential Other Agency Fees, it will attempt to notify the Applicant by email or telephone of such potential. The Town's failure to provide such notice shall not excuse payment of the Other Agency Fees out of the monies held in escrow by the Town pursuant to this Agreement.

3. Within fifteen (15) business days of the execution of this Agreement, Applicant shall deposit the sum of _____ Dollars (\$_____) ("Escrow Deposit") with the Town's Bookkeeper, who shall hold these and potentially additional funds in escrow (the "Escrow Funds") for payment of the Third-Party Professionals and Other Agency Fees. The Applicant shall make such Escrow Funds available to the Town in accordance with the instructions specified in Exhibit A.

4. If the initial Escrow Deposit, or any additional deposit made thereafter, is reduced to the sum of One-Thousand Dollars (\$1,000.00) or less, as a result of payments made to the Third-Party Professionals or Other Agency Fees, the Town shall notify the Applicant in writing of the remaining balance of the Escrow Fund with an accounting of all monies expended since the last notification including the name of the payee, amount, invoice date and payment date. Within fifteen (15) business days of Applicant's receipt of such notification, the Applicant shall deposit an additional _____ Dollars (\$_____) into the account in accordance with the funding instructions specified in Exhibit A.

5. The invoices from the Third-Party Professionals shall be submitted on a monthly basis in accordance with the Town's normal practices. The invoices for Other Agency Fees will be submitted in accordance with the other agencies invoicing procedures. Upon approval of an invoice, the Town shall disburse funds from the Escrow Fund account for payment of the approved monthly invoices. Copies of all invoices shall be provided to the Applicant upon request, except that any specific time-entries may be withheld or redacted to the extent required to preserve attorney-client privilege or the confidentiality of specific advice, as the Town may decide in its sole discretion.

6. In the event that any funds are disbursed from the Escrow Fund by the Town for Third-Party Professional expenses or services that are not in connection with the Project

or that are otherwise unreasonable or undocumented ("Out of Scope Disbursement"), the Town shall within fifteen (15) business days deposit an amount equal to the funds so disbursed in connection with the Out-of-Scope Disbursement into the Escrow Fund account.

7. This Agreement shall not be construed as Town approval of the Project, or any commitment by the Town to otherwise authorize or allow the Project, or to obligate the Town to otherwise proceed with consideration of the Project.

8. The services provided by the Third-Party Professionals hereunder shall be limited to those services required to assist the Town in its review and oversight of the Project.

9. Upon final action by the Town concerning the Project and payment of any outstanding and approved invoices from the Third-Party Professionals or for Other Agency Fees, any monies remaining in the Escrow Fund account shall be within thirty (30) business days returned to the Applicant and this Agreement shall then immediately terminate.

10. This Agreement may be executed in any number of counterparts and electronic facsimiles, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

11. This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

TOWN OF ULYSSES

APPLICANT

By: Katelin Olson
Its: Supervisor

By:
Its:

EXHIBIT A
Instructions for Depositing Escrow Funds

Funds shall be provided by check as follows:

Check Instructions

Make checks payable to:

Town of Ulysses

Mail or deliver checks to:

10 Elm Street

Trumansburg, NY 14886