

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

This Escrow Agreement for the Payment of Municipal Engineering, Consulting and Legal Expenses (the “Agreement”) is made effective _____, 2023 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 Finger Lakes Grassroots Festival Organization, Inc., with its place of business located at P.O. Box 941, Trumansburg, NY 14886 (the “Applicant”).

WHEREAS, the Applicant is requesting that the Town create a single user water district encompassing a property owned by the Applicant (“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 the review, design, implementation and oversight of the Project; and

WHEREAS, the Applicant has offered and the Town has accepted the Applicant's offer to reimburse the Town for its reasonable and documented out-of-pocket expenses the Town has and will incur in the review, design, implementation and oversight of the Project by its designated engineering firm, consultants, and legal counsel.

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

1. 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 November 15, 2023 through the Project’s completion or earlier termination.

2. The Town has designated as of this Agreement’s effective date the Third-Party Professionals to be MRB Group 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.

3. Applicant acknowledges that as of the signing of this Agreement, the Town has incurred \$0 of Third-Party Professional fees. Within fifteen (15) business days of the execution of this Agreement, Applicant shall deposit the sum of Ten Thousand Dollars (\$11,000) (“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. 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 deposits 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, 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 Five Thousand Dollars (\$5,000) 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. 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 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 fund, contribute, 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, design, implementation and oversight of the Project, as otherwise agreed to by the Town.

9. Upon completion of the Project (if completed or earlier terminated, as the case may be) and payment of any outstanding and approved invoices from the Third-Party Professionals, 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

FINGER LAKES GRASSROOTS
FESTIVAL ORGANIZATION, INC.

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