



VILLAGE OF MONTICELLO

ESCROW, HOLD HARMLESS & INSURANCE AGREEMENT

AGREEMENT dated _____, 201_, by and between:

VILLAGE OF MONTICELLO
Monticello Village Hall
2 Pleasant Street,
Monticello, New York 12701

“Village”

and

“Applicant”

WHEREAS, Applicant has presented a building permit, site plan or zoning application, to the Village for a project located at _____

(include SBL), the “Project” and that Village, in connection with review of the building permit, site plan or zoning application, amendments and construction pursuant thereto, may refer the application to such engineering, planning, environmental or other technical consultants including attorney and code enforcement officer as the Village shall deem reasonably necessary to enable review of such application or construction as required by law. The charges made by such consultants shall be in accord with such charges usually made for such services in Sullivan County pursuant to agreement between the Village and such consultant for the cost of each such consultant for services which shall be paid from the Escrow established pursuant to this agreement.

1. Escrow Provision. Applicant agrees to establish and escrow in the initial amount of \$ _____ with the Village from which the consultants fees will be paid. The escrow will be separately accounted for, will not bear interest, and will be replenished, if its balance falls below 25% of the initial escrow, upon notification by the Village in increments of up to 50% of the original escrow within 10 days of request by Village. Any additional sums needed to pay the Village's consultants shall be paid prior to final action on the application and issuance of certificates of compliance and certificates of occupancy. The Village may suspend processing the application and any required inspections if there is a deficiency in the escrow. The applicant shall be entitled to examine the escrow billing (unless containing confidential information, which such confidential information shall be

redacted) and payment records upon written notice to the village. In the event of a dispute, such dispute shall be governed by the Village Taxpayer Protection Act Local Law No. 6-2012 Paragraph 4. Any unused escrow amounts will be returned to the Applicant within 60 days of final approval or issuance of Certificate of Occupancy or Compliance.

2. Hold Harmless Provision. The Applicant hereby releases the Village from, agrees that the Village shall not be liable for, and agrees to indemnify, defend and hold the Village and its board, elected officials, employees, members, agents, representatives, their respective successors and assigns and personal representatives harmless from and against any and all (i) liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Project or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Project or breach by the Applicant of this Agreement or (ii) liability arising from or expense incurred by the Village municipal oversight and approval of building permits, inspections and issuance of certificates of compliance and/or certificates of occupancy pertaining to constructing, reconstructing, renovating, rehabilitating, installing, equipping and leasing of the Project, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expense, incurred in defending any suits or actions which may arise as a result of any of the foregoing including any legal challenges to the Project by third parties, taxpayers or otherwise. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Village, or its board, elected officials, officers, employees, members, agents (except the Applicant), and representatives, their respective successors and assigns and personal representatives and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Village or any other person or entity to be indemnified.

3. Insurance Required. Effective as of the date hereof and until the Village consents in writing to a termination, the Applicant shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Project, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Applicant.

(b) Worker's compensation insurance, disability benefits insurance, and each other form of insurance which the Village or the Applicant is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Applicant who are located at or assigned to the Project.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Applicant by any applicable Worker's Compensation Law; and a blanket excess liability policy in the amount not less than \$2,000,000, protecting the Applicant against any loss or liability or

damage for personal injury or property damage.

4. Additional Provisions Respecting Insurance.

(a) All insurance required by Section 3(a) hereof shall name the Village as a named insured and all other insurance required by Section 3 shall name the Village as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the Applicant (and reasonably satisfactory to the Village) and authorized to write such insurance in the State. Such insurance may be written with deductible amounts not exceeding \$2,500.00. All policies evidencing such insurance shall provide for (i) payment of the losses of the Applicant and the Village as their respective interest may appear, and (ii) at least thirty (30) days written notice of the cancellation thereof to the Applicant and the Village.

(b) All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with the Village on or before the commencement of the term of this Agreement. Prior to expiration of the policy evidenced by said certificates, the Applicant shall furnish the Village evidence that the policy has been renewed or replaced or is no longer required by this Agreement.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties on the dates indicated opposite their respective names.

VILLAGE OF MONTICELLO

Dated: _____, 201_

By: Janine Gandy-McKinney, Village Clerk/Planning/Zoning

APPLICANT

Dated: _____, 201_

Applicant Name:

By: