

ESCROW AGREEMENT

THIS AGREEMENT made this _____ day of _____,

_____ (Name) is hereinafter referred to as the “Applicant”, the planning board of the Borough of Chesilhurst is hereinafter referred to as “Board”, and the Borough of Chesilhurst in the County of Camden is hereinafter referred to as “Borough”.

WHEREAS, the Applicant is proceeding under Ordinance 285-17 for approval of _____

WHEREAS, The Ordinance requires the Applicant to establish an escrow whereby work required to be performed by professionals employed by the board will be paid for by the Applicant as required under the provisions of the Ordinance cited above;

NOW, THEREFORE,

SECTION 1. PURPOSES

The Applicant agrees to pay all reasonable professional fees incurred by the Board for the performance its duties.

SECTION 2. ESCROW ESTABLISHED

The Applicant hereby creates an escrow to be established within the Controller of The Borough.

SECTION 3. ESCROW FUNDED

The Applicant, upon execution of this agreement, shall pay the Borough of Chesilhurst such sums as are required by Ordinance to be deposited in the repository referred to in Section 2.

SECTION 4. INCREASE IN ESCROW FUND

If, during the existence of the Escrow Agreement, the funds held by the escrow shall be insufficient to cover any voucher or bill submitted by the professional staff and reviewed and approved by the Secretary of the Planning Board or the Secretary’s designee. The Applicant shall, within fourteen (14) days of receipt of written notice, deposit additional sums with the escrow holder to cover the amount of complete the application process. **Additionally, until such funds are fully replenished, no further consideration, review, processing of any pending application shall be permitted by the Planning Board, nor shall any further inspections be performed by or on behalf of the Borough until such additional escrow has been deposited.** Failure to post sufficient escrow funds to cover costs incurred or anticipated shall toll the period for action by the approving authority, as required by N.J.S.A 40:55D-1 et seq and particularly N.J.S.A 40:55D-51 and N.J.S.A 40:55D-73 thereby barring an applicant from seeking a default approval under N.J.S.A 40:55D- 10.4.

The written notice referred to In this paragraph shall be sent to

Name _____

Address _____

Unless otherwise shown, receipt shall be presumed to have occurred three (3) days after mailing. The notice required under this paragraph shall be in the form of a Project Account Statement sent from Office of the Secretary.

After a period of forty-five (45) days from the notice the borough, the applicant's failure to deposit the additional funds shall be grounds for denial of the application or for dismissal of the application without prejudice. In the event the board approves the application, the obligation to pay for professional plan reviews fees by depositing the funds in escrow shall be a condition of the approval granted by the Board. If the escrow funds are depleted, after the application is filed or granted, the applicant shall pay additional funds upon demand within the aforementioned fourteen (14) day period. The failure to pay, the demanded funds may also result in a voiding of any prior approvals upon due notice to the applicant by the Board. In addition to the foregoing, the Applicant hereby agrees that in the event the reasonable and necessary amounts charged by the professionals for the review of the application are not paid, the outstanding fees shall be deemed a lien on the above-described property and shall be collectable as in the case of taxes by the adoption of a resolution by the Borough governing body upon receipt of a certification that the amounts are due and owing pursuant to this agreement. Negative escrow balances shall incur interest at 1.5% per month.

In the event of the sale or transfer of property which is the subject of a development application or a change in the identity of the applicant, all funds on deposit pursuant to this agreement shall run with the development application affecting the property in questions and shall be considered to be the asset and/or obligation of any subsequent owner or applicant unless the initial owner or applicant provides written notice to the approving authority and to the professionals providing review services, that the initial owner or applicant has specifically reserved ownership rights of the escrow account. In the event such a notice is received by the borough officials and professionals, no further review shall be undertaken by relevant professionals until the new or subsequent owner or applicant has established an escrow account and signed an escrow agreement.

SECTION 5. TIME OF PAYMENT

The professionals referred to in this Agreement, upon the conclusion of their services or periodically during the performance of their services, shall submit vouchers conforming to the requirements established by the Borough for vouchers of the type and kind referred to under this paragraph. Said vouchers shall include the amounts of all fees and costs incurred as a result of the services set forth under Section 1 of this Agreement.

SECTION 6. PAYMENTS FROM ESCROW FUNDS

The director or designee shall review the vouchers submitted by the professionals to determine whether the services have been performed in the manor and to the degree required by this Agreement. Upon making a determination that said services have been performed properly, the Director or their designee shall process said vouchers in the same manner and under the same terms as are normally employed by vouchers submitted for work performed on behalf of the Borough. At the conclusion of this processing, the amounts specified in said vouchers shall be paid by the escrow holder from the escrow established pursuant to this agreement.

SECTION 7. APPLICANT NOTIFICATION TO DISPUTE CHARGES

Pursuant to N.J.S.A. 40:55D. et seq. applicants shall notify in writing Chesilhurst Borough, Planning and Zoning Department, and the professional whenever applicants disputes the charges made by a professional for service rendered to the municipality in reviewing applications for development, review and preparation of documents, inspection of improvements, or other charges made. The Borough, or its designee, shall within a reasonable time period attempt to mediate any disputed charges. If The matter is not resolved to the satisfaction of the applicant, the applicant may appeal to the Camden County Construction Board of Appeals.

SECTION 8. RETURN OF UNUSED ESCROW FUNDS

Escrow funds cannot be refunded for at least one hundred twenty (120) days from the time of a final decision of the Planning Board. After one hundred twenty (120) days, a request to refund unused escrow may be made by letter.

IN WITNESS WHERE OF, the parties hereto have set their hands and seals the date first written above.

SIGNATURE (Applicant)

*If the applicant is a corporation, this signature must be attested to by an attorney