

- 9. Has performance guarantee for remaining improvements been filed?
- 10. Has Town Engineer approved installations?
- 11. Has developer's agreement been executed?
- 12. The applicant does () does not () hereby grant an extension of time from the date within which the Board must act on this application for a period of days (), unlimited ().

Signature of Applicant _____ Date _____

BOARD ACTION

DATE

APPROVED _____

CONDITIONS

DENIED

CHAIRMAN

DATE

SECRETARY

DATE

Existing	Proposed	
()	()	Sanitary disposal systems
()	()	Water Mains
()	()	Sanitary sewers
()	()	Fences, walls, sidewalks, screening

<u>Yes</u>	<u>Waiver</u>	<u>N/A</u>	
()	()	()	Detailed landscaping plan
()	()	()	Present status & contemplated use of existing buildings
()	()	()	Location & description of signs
()	()	()	Location & description of lighting
()	()	()	Soil Erosion & Sediment Control Plan
()	()	()	Drainage area map & calculations
()	()	()	Regulated Use Permit (Flood Plain)
()	()	()	Conforms to Preliminary Site Plan

IMPROVEMENTS & GUARANTEES

<u>Yes</u>	<u>Waiver</u>	<u>N/A</u>	
()	()	()	Required improvements installed
()	()	()	Performance Guarantee for other improvements submitted
()	()	()	Off-tract improvements contribution made
()	()	()	Town Engineer's approval of improvements
()	()	()	Developers agreement
()	()	()	Maintenance Guarantee

REFERRALS REQUIRED

<u>By Board</u>	<u>By Applicant</u>	
()	()	County Planning Board
()	()	Soil Conservation Service
()	()	Dept. of Environmental protection
()	()	Dept. of Transportation
()	()	Division of State & Regional Planning
()	()	Tax Assessor
()	()	Administrator of Public Works
()	()	Board of Health
()	()	Board of Adjustment
()	()	Board of Education
()	()	Building Official
()	()	Shade Tree Commission
()	()	Police Department
()	()	Fire Inspector
()	()	Environmental Commission
()	()	Town Engineer
()	()	Planning Consultant
()	()	Board Attorney

REFERRALS REQUIRED

By Board **By Applicant**

() () Tax Collector
() () _____

Each Waiver Request must have a written explanation of the waiver requested and must be attached to this checklist

Waivers requested: No ()
 Yes (), if yes how many waiver requests ()

Prepared by: _____

Applicant: _____

PLANNING BOARD ACTION

- () Application incomplete- return to applicant
 - () Approve
 - () Deny
 - () Other Comments _____
- _____
- _____
- _____

TOWN OF CLINTON
COUNTY OF HUNTERDON

ESCROW AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____
between _____

hereinafter referred to as "Applicant"; and the Land Use Board and/or
THE TOWN OF CLINTON, hereinafter referred to as the "Municipality".

WHEREAS, the applicant is proceeding under the Development-
Ordinances for approval of a subdivision and/or site plan and/or
variance, on Block _____, Lot _____, Street _____
and

WHEREAS, the Applicant desires to establish an Escrow Account
whereby work required to be performed by professionals employed by the
Municipality, will be paid for by the Applicant as required under the
provisions of the State Statute and Town Ordinances.

NOW THEREFORE, IT IS mutually agreed between parties that:

Section 1. Purposes.

The Municipality authorizes its professional staff to review,
inspect, report, and study all plans, documents, statements,
improvements, and provisions made by the Applicant relating to this
development and conforming to the requirements of the Development
Ordinances of the Town of Clinton and attend and participate in such
meetings as part of a continuing review of the application. The
Municipality directs its professional staff to make all oral and/or
written reports and Resolutions to the Municipality of its conclusions
and findings derived from the review, study, investigation and like or
similar duties performed as elsewhere authorized. The Applicant agrees
to pay all reasonable and professional fees incurred by the Municipality
for the performance of the duties outlined above.

Section 2. Escrow Established.

The Applicant and the Municipality, in accordance with the provisions
of this Agreement, hereby create an Escrow Account to be established with
the Financial Officer of the Town of Clinton.

Section 3. Escrow Funded.

Applicant by execution of this Agreement, undertakes and shall pay
to the Town, to be deposited with the Financial Officer referred to in

Section 2 above, such sums as are required by its Escrow Ordinance. Execution of this Agreement by the Town, acknowledges receipt of the sums referred under this section.

Section 4. Increase in Escrow.

If during the existence of this Escrow Account, the funds held in Escrow shall be reduced to 35% of the initial deposit, the Applicant shall upon Notice from the Financial Officer, replenish such funds within 14 days of such Notice. Additionally, until such funds are fully replenished, no further consideration, review, processing or inspections shall be performed by or on behalf of the Municipality until the additional Escrow has been deposited.

The written Notice referred to in this Section shall be sent to:

Name. _____ Address: _____

Receipt shall be presumed to have occurred three days after mailing of the Notice to the above address by regular mail. Notice required under this Section shall be given by the Administrative Officer of the Municipality.

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 service, shall submit vouchers conforming to the requirements established by the Town for vouchers of the type and kind referred to under this Section. 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. Municipality Review.

The Municipality shall review the vouchers submitted by the professionals and Upon making a determination that said services have been performed, the Municipality shall process and pay said vouchers in the same manner and under the same terms as are normally employed for vouchers submitted for work performed on behalf of the Town. At the conclusion of this processing, the amounts specified in said vouchers shall be deducted by the Financial Officer from the Escrow established pursuant to this Agreement.

Section 7. Applicant's Review.

The Applicant shall have the right to make periodic inspections of the records maintained by the Town to determine the status of the Escrow Account and vouchers charged against such account.

Section 8. Interest Allocations.

Any and all interest which results from or arises out of the deposit of the Escrow by the Town shall be disbursed in accordance with N.J.S.A 40:55D-53.1 (Deposits with Municipalities; Escrow; Interest.)

Section 9. Return of Escrow Balances.

Upon completion of the project and the payment of all outstanding bills for professional services on behalf of the Town, any remaining balances shall be returned to the applicant as follows:

-Minor Subdivision-upon filing of new Deeds;

-Major Subdivision-completion and acceptance by the Town of required improvements;

-Site Plan-issuance of a Certificate of Occupancy;

and then only after recommendation by the Planning Board or Board of Adjustment to the Town Council; and authorization of release of the funds by appropriate resolution of the Town Council.

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

Applicant Signature: _____

Amount Received _____ Check # _____

Bank: _____

TOWN OF CLINTON LAND USE FEES

Informal Discussion (30 Minutes):	\$100.00
Exemption from Site Plan: <i>(use preliminary site plan application)</i>	\$100.00
Minor Site Plan:	\$150.00
Regulated Use Permit	\$500.00 per lot plus \$100 per structure:
Special Meeting Fee:	\$500.00

Subdivision (Land Only)

Minor Subdivision (Sketch Plat 1 Lot Only)	\$150.00
Major Subdivision (Preliminary Plat 2+)	\$500.00 plus \$100 per lot
Final Plat	\$250.00 plus \$50 per lot
Amendment to Subdivision	\$25% of original fee (\$100 min)

Preliminary Site Plan Applications:

Residential	\$500.00 plus \$100 per lot
Garden Apts, Townhomes, Condos	\$2,000.00 plus \$100 per unit
Industrial Development	\$1,000 plus \$5 per 100SF of Bld
Commercial -C1 Zone	\$350.00 plus \$5 per 100SF of Bld
Commercial- C2 ,C3, C4 Zone	\$1,000.00 plus \$5 per 100 SF of Bld
OB1 & OB2	\$500 plus \$5 per 100 SF of Bld
OB3 & OB4	\$1,000 plus \$5 per 100 SF of Bld

Final Site Plan:

Residential & Commercial (phased)	\$25% of Preliminary Fee
Residential & Commercial (not phased)	\$25% of Preliminary Fee
Amendment to Site Plan	\$25% of Preliminary Fee

VARIANCE FEES:

Sign Variance	\$25.00
Interpretation of Zoning Map or Regulations	\$300.00
Hardship Variance (40:44D-70C)	\$100.00 per Variance
Use Variance (40:55D-70d)	\$550.00
Direction for Issuance of a permit for a Building or structure in the bed or mapped street Or public drainage way, flood control basin or Public area reserved on an official map	\$550.00

ALL APPLICANTS ARE REQUIRED TO ESTABLISH AN ESCROW ACCOUNT- EQUAL TO THE APPLICATION FEE -\$1,000.00 MINIMUM

Any Engineering and Professional services that exceed the escrow will be billed by the Town of Clinton to the applicant.