

City of Burlington Joint Land Use Board

Land Use Development Application Application Submission Section B

Documents must be included in original application package
ONLY

- Agreement to Pay Fees Fee Calculation Worksheet

**Separate nonrefundable Application Fee and
Initial Escrow Fee checks made payable to the
City of Burlington must be submitted with Worksheet or
application will be deemed incomplete.
Please complete Escrow Account Set-up Form**

**CITY OF BURLINGTON
JOINT LAND USE BOARD
AGREEMENT TO PAY FEES**

THIS AGREEMENT, made and entered on this _____ day of _____, 20____
by and between the City of Burlington Joint Land Use Board (the Board) and
_____ (the Applicant), is made upon the following terms and conditions:

1. **AGREEMENT TO PAY FEES:** Applicant hereby covenants and agrees to pay all charges and fees imposed by the Board in connection with the Joint Land Use Board Application filed contemporaneously herewith. Such fees include but are not limited to application fees, attorney review fees, engineer review fees, planner review fees, court stenographer fees, copy costs and postage. The Board will not sign plans or deeds and will not release signed plans or deeds until all such charges and fees have been paid in full.

Notwithstanding the existence or terms of any partnership, joint venture, reimbursement or other agreement between the Applicant and one or more third parties, the individual or legal entity that signs this Agreement shall be solely and exclusively responsible for all fees chargeable to the Application filed contemporaneously herewith and to the project identified at the end of this Agreement.

2. **ESCROW DEPOSIT:**

- a. Two checks are to be submitted. One check for the non-refundable application fee and a second check for the escrow deposit. The Board hereby acknowledges receipt of an escrow deposit in the amount of \$ _____. Said sum is to be placed in an escrow account to cover the cost of the aforementioned review fees. Such sum shall be charged periodically as fees and charges accrue. The balance of the escrow sum, if any, after all charges and fees have been paid shall be returned to the Applicant.
- b. Applications by individuals or business entities that owe, or business entities with one or more common principals of a business entity that owes an outstanding balance from a prior application will not be heard by the Board until the outstanding balance is paid in full. As used herein, the terms principal or common principal mean an individual or business entity that holds an ownership interest in both the applicant business entity and the debtor business entity.
- c. Whether the debt was incurred by the current owner, a previous owner or a previous applicant, if an outstanding balance remains unpaid on a previous application pertaining to this property, the Board will not hear a new application pertaining to this property or any portion of this property until the outstanding balance is paid in full.

3. **ADDITIONAL ESCROW:**

- a. The Escrow deposit is an estimate of the professional review fees that will be incurred (Engineering, Legal, Planning, Stenographic, etc.) by the Board to review the Application for Development. These Escrows are established on the basis of the Applicant submitting completed Applications and Plans in conformance with applicable Ordinance Provisions. Any further submissions required on behalf of the Applicant shall be deemed re-submissions, and the Applicant shall be required to post additional fees totaling 50% of the original escrow deposit for each plan submitted after the original submittal.

- b. If, as a result of the Applicant's failure to replenish the escrow account, the account contains insufficient sums to pay current plus anticipated additional review fees, the Board will not conduct further hearings on the application until the applicant replenishes the escrow account as directed. In addition, the Applicant's failure to replenish the escrow account will be deemed an extension of the Board's time to act on the application or, the Board may deny the application without prejudice.
4. **ESCROW ACCOUNT MANAGEMENT:** Whenever the Review and/or Inspection escrows paid under this Agreement shall exceed \$5,000.00, it shall be deposited in a banking institution or Savings & Loan Association in this State, insured by an Agency of the Federal Government, or in such deposits by the State of New Jersey in an account bearing interest at the minimum rate currently paid by the institution or depository on time or savings deposits.
 - a. The City's Chief Financial Officer shall notify the Applicant, in writing, of the name and address of the institution or depository in which the deposit is made, and the amount of the deposit.
 - b. If the amount of interest earned on the deposit exceeds \$100.00, the interest earned shall be refunded to the Applicant by the City on an annual basis or at the time the deposit is repaid or applied for the purpose it was deposited, as the case may be; except that the municipality may retain for administrative expenses a sum equivalent to no more than 33 1/3% of the entire amount, which shall be in lieu of all other administrative and custodial expenses.
 - c. In the event that the interest paid on a deposit for a year does not exceed \$100.00, the same is to be retained by the City.
 - d. For those Developments for which reasonably-anticipated inspection fees are less than \$10,000.00 fees may, at the option of the Developer, be paid in two installments. The initial amount deposited by the Developer shall be 50% of the reasonably-anticipated fees. When the balance on deposit drops to 10% of the reasonably-anticipated fees because the amount deposited by the Developer has been reduced by the amount paid to the Engineer for inspection, that Developer shall deposit the remaining 50% of the anticipated inspection fees.
 - e. For those Developments for which the reasonably-anticipated inspection fees are \$10,000.00 or greater, fees may, at the option of the Developer, be paid in four installments. The initial amount deposited by the Developer shall be 25% of the reasonably-anticipated fees. When the balance drops to 10% of the reasonably-anticipated fees because the amount deposited by the Developer has been reduced by the amount paid to the Engineer for inspection, the Developer shall make additional deposits of 25% of the reasonably-anticipated fees.
 - f. The municipal engineer shall not perform any inspection if sufficient funds to pay for that inspection are not on deposit.
5. **CONTEST OF REASONABLENESS:**
 - a. The Applicant agrees to pay any additional sums required to pay charges and fees not covered by the initial escrow deposit within fifteen days after receipt of a billing by the appropriate City Office. The Applicant understands and agrees to pay such sum notwithstanding any dispute as to the reasonableness of fees and charges. Payment

shall not constitute a waiver of the right to challenge the reasonableness of charges and fees as set forth herein below.

- b. The Applicant agrees that the reasonableness of any fee or charge may be challenged pursuant to the procedure set forth in NJSA 40:55D-53.2a. The Applicant understands and agrees that the aforesaid procedure shall be the sole and exclusive method of challenging the reasonableness of charges and fees.

6. **REFUND OF MONEYS IN ESCROW ACCOUNTS:** When it has been determined that there is no longer any need to retain the Escrow Account, the Applicant shall be entitled to the return of any moneys which remain in the account. In accordance with the close-out procedure set forth in NJSA 40:55D-53.2d, the applicant shall send written notice by certified mail to the Chief Financial Officer, the Administrative Officer and the relevant municipal professional(s) that the application or the improvements, as the case may be, are completed and that a refund of any funds remaining in the Escrow Account is requested.

7. **COLLECTION:** Should the Applicant fail to pay any sum required to be paid hereunder when due, the City shall be entitled to pursue all remedies at law or equity. Interest shall accrue at the rate of 18% per annum simple interest on all sums unpaid after the due date. The City may collect a reasonable attorney's fee which shall not be less than \$300.00 should litigation for the purpose of collecting any sum be commenced.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their hands on the date first above written.

APPLICANT

By: _____
(Applicant's Signature)

Project Name (if applicable) _____

Location or Address _____

Block(s) _____, Lot(s) _____

Applicant's Name _____

Applicant's Federal I.D. No. _____

Applicant's Address _____

Telephone No. _____

CITY OF BURLINGTON

By: _____
(Secretary's Signature)

Rev. 3/1/2017

City of Burlington Fee Schedule Fee Calculation Worksheet

Separate checks made payable to the "City of Burlington" must be submitted.

APPLICATION TYPE	APP FEE (NONREFUNDABLE)	APP FEE DUE	ESCROW FEE (INITIAL)	ESCROW FEE DUE
VARIANCES				
"a" Variance (Appeal)	\$100		\$500	
"b" Variance (Interpretation)	\$100		\$500	
"c" Variance (Bulk)	\$100		\$500	
"d" Variance (Use)	\$250		\$1,500	
Build on Lot Not Fronting on Street	\$100		\$500	
VARIANCES TOTAL DUE				

NOTE: If an application requires more than one type of variance, the applicant shall pay the fees required for each type requested. For fee and escrow purposes all "c" variances requested shall be considered one variance request.

MISCELLANEOUS

Certificate of Nonconformity	\$250		\$1,500	
Informal Review	\$150		None	

SUBDIVISION PLANS

Minor Subdivision Plan	\$250		\$500/lot	
Preliminary Major Subdivision Plan	\$300		\$250/lot, min \$2,000	
Final Major Subdivision Plan	\$300		\$125/lot, min \$1,000	
Extension of Preliminary or Final Subdivision Approval	\$100		\$500	
Amended Subdivision Plan	original fee		original fee	
Revised Subdivision Plan	50% of original fee		50% of original fee	
SUBDIVISION PLANS TOTAL DUE				

NOTE: Revised Subdivision Plan fees shall be charged when development plans are classified as incomplete for any reason. Such fees shall not be required when revised plans are submitted in response to comments from Board members, Board professionals or members of the public during a hearing or to satisfy a condition of approval required by the Joint Land Use Board.

City of Burlington Fee Schedule Fee Calculation Worksheet

Separate checks made payable to the "City of Burlington" must be submitted.

SITE PLANS				
Minor Site Plan	\$200		\$1,000	
Site Plan Waiver	\$200		\$1,000	
Preliminary Major Site Plan, Residential				
Up to 50 units	\$300		\$2,500	
51 to 100 units	\$300		\$3,500	
101 to 500 units	\$300		\$5,000	
501 units or >	\$300		\$10,000	
Preliminary Major Site Plan, Nonresidential				
Under 5,000 sq. ft. of bldg. space	\$300		\$2,500	
From 5,001 sq. ft. to 10,000 sq. ft.	\$300		\$3,500	
From 10,001 sq. ft. to 50,000 sq. ft.	\$300		\$5,000	
50,001 sq. ft. or >	\$300		\$10,000	
Final Major Site Plan, Residential or Nonresidential	\$300		\$2,500	
Extension of Preliminary or Final Site Plan Approval	\$100		\$500	
Amended Site Plan	original fee		original fee	
Revised Site Plan	50% of original fee		50% of original fee	
SITE PLANS TOTAL DUE				
NOTE: Revised Site Plan fees shall be charged when development plans are classified as incomplete for any reason. Such fees shall not be required when revised plans are submitted in response to comments from Board members, Board professionals or members of the public during a hearing or to satisfy a condition of approval required by the Joint Land Use Board.				
VARIANCES TOTAL DUE (From Page 1)				
INFORMAL REVIEW TOTAL DUE (From Page 1)				
SUBDIVISION PLANS TOTAL DUE (From Page 1)				
SITE PLANS TOTAL DUE				
GRAND TOTAL APPLICATION & ESCROW FEES DUE				