



**Delaware Township**  
**Hunterdon County, New Jersey**  
[www.DelawareTwpNJ.org](http://www.DelawareTwpNJ.org)

FAX (609) 397-4893  
Town Hall, 570 Rosemont Ringoes Road  
P.O. Box 500, Sergeantsville, NJ 08557

Kathleen Klink, Administrative Officer  
(609) 397-3240, ext. 208  
[kklink@delawaretwpnj.org](mailto:kklink@delawaretwpnj.org)

Dear Applicant:

Your application for development will be heard by one of Delaware Township's two land use boards, the Planning Board or the Zoning Board of Adjustment. Each of these Boards has its own responsibilities, as set forth in the state's Municipal Land Use Law.

In order for the Township to process your application and for the appropriate Land Use Board to consider it, you must pay certain fees, including an "application fee" and an "escrow fee." These fees are set by Ordinance of the Township Committee and are based on the type of application being submitted.

The purpose of the escrow fee is to pay for professionals utilized by the Land Use Board. These professionals provide the Board with expert advice in technical fields such as civil engineering, planning, environmental science, traffic engineering, and telecommunications. The Board's professionals will review the application, provide comments, and possibly testify at the hearing. The specific expertise required by the Board varies depending on the nature and complexity of the application. For example, the engineer will generally review all site plan and subdivision applications, all use variances, and any bulk variance application that involves a septic system. The planner will review all site plan, subdivision, and use variance applications. The environmental scientist will review all applications that require an environmental impact statement. The telecommunications expert will review cell tower applications. In addition, the Board's attorney will review each application, attend the hearing and draft a resolution that memorializes the Board's findings.

Every professional used by the Board is subject to a Professional Services Agreement signed by the Board and the Professional. These agreements are available for review upon request. The professional sends his or her bills for services rendered to the Land Use Board with an informational copy to the applicant or the applicant's attorney. If an applicant disputes certain charges, he or she may file an appeal as provided in Delaware Township Ordinance §234-134H, *Account Procedures and Disputes*.

The terms of your escrow account are set forth in the Township's Escrow Agreement Form, which will be provided to you with your application. Escrow accounts must be kept current. Any unspent amount will be returned to the applicant.

If you have any questions about the escrow fees, you may contact the Township Clerk or the Administrative Officer for the Land Use Board that is reviewing your application.

DELAWARE TOWNSHIP  
SITE PLAN AND SITE PLAN REVIEW ESCROW FEES

As per Article §230-134: Applications for Development

§230-139G Site plan application \$300.00, plus \$0.03 per square foot  
(Application fees are not refundable.)

Separate check for application fees, made payable to Delaware Township

§230-134E Site Plan Review Escrow Fees. Site plan review escrow fees shall be based on the estimated costs of improvements, including but not limited to construction and installation costs of grading, pavement, surveyors' monuments, drainage structures, storm sewers, sanitary sewers, water mains, fire protection features, streets, gutters, sidewalks, culverts, street lighting, shade trees and landscaping, parking areas, street signs, sedimentation and erosion control devices, public improvements of open space and any other on-tract improvements.

A. The following site plan review escrow fees are hereby required and shall be in addition to subdivision and variance review escrow fees, where applicable. In addition to the fees listed below, there shall be a \$25.00 non-refundable charge to cover the cost of bookkeeping, which charge shall be added to the initial escrow account deposit.

Estimated Cost of Improvement(s)	Escrow Fee
1) \$0-\$3,000	20% of total cost
2) \$3,000-\$5,000	\$600 plus 4% of the amount over \$3001
3) \$5001-\$25,000	\$680 plus 3% of the amount over \$5001
4) \$25,001-\$50,000	\$1,500
5) \$50,001-\$99,999	\$1,700
6) \$100,000-\$249,999	\$1,900
7) \$250,000-\$499,999	\$2,100
8) \$500,000-\$749,999	\$3,300
9) \$750,000-\$999,999	\$4,000
10) \$1,000,000 and over	\$5,000

B. In the event that preliminary approval of a site plan has been granted, and the applicant subsequently applies for final site plan approval, an **additional escrow deposit of four hundred dollars (\$400.00) shall be payable to the Township of Delaware.**

Separate check for escrow fees, made payable to Delaware Township.

(See Article §230-134 of the Zoning Ordinance.)

NOTE: If your application involves a site plan on a County Road, a site plan must be submitted to the Hunterdon County Planning Board, subject to their requirements and fees. Said submission requires proof.

**ESCROW AGREEMENT**

This Agreement is made, dated this day of \_\_\_\_\_  
between \_\_\_\_\_, hereinafter referred to as “Applicant”, and  
the Planning Board/Board of Adjustment of the Township of Delaware, hereinafter referred to as “Board”,  
and the Township Committee of the Township of Delaware, hereinafter referred to as “Township”; and

WHEREAS, Applicant is proceeding under the Land Use Ordinance of Delaware Township  
adopted July 27, 1987, (and any amendments thereto), Article 14: Section 1.2 for

\_\_\_\_\_, on property known as  
Block \_\_\_\_\_, Lot \_\_\_\_\_; street address \_\_\_\_\_.

WHEREAS, the Board desires to establish an escrow whereby work required to be performed by  
professionals employed by the Board will be reimbursed by the Applicant as required under the provisions  
of the Ordinance cited above, and pursuant to the NJ MLUL ( Municipal Land Use Law); and

WHEREAS, both parties feel that it is appropriate to reduce this understanding to written form.

WITNESSETH: It is mutually agreed between the parties that:

Section 1      **PURPOSES**

The Board authorizes its professional staff including but not limited to engineers, planners,  
attorneys, and such other professional experts as may be required to review, inspect, study and report on all  
plans, documents, statements, improvements, and provisions made by the Applicant in conforming to the  
requirements of the Ordinance cited and referred to above. The Board directs its professional staff to make  
all oral and/or written reports to the Board 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 professional fees incurred by the Board for the performance of the duties outlined above.

Section 2      **ESCROW ESTABLISEED**

Applicant, Board and Township, in accordance with the provisions of this agreement hereby create  
an escrow to be established in a separate account with the Financial Officer of the Township of Delaware.

Section 3      **ESCROW FUNDED**

Applicant by execution of this agreement shall pay to the Township to be deposited in the  
depository referred to in Section 2, such sums as are required by Ordinance. Execution of this agreement  
by the Township acknowledges receipt of the sums referred to under this paragraph.

Section 4      **INCREASE IN ESCROW FUND**

If during the existence of this escrow agreement, the funds held by the escrow holder shall be  
insufficient to cover any voucher or bill submitted by the professional staff and reviewed and approved by  
the Board, Applicant shall within fourteen (14) days from the date of receipt of written notice deposit  
additional sums with the escrow holder to cover the amount of the deficit referred to above. The written  
notice referred to in this paragraph shall be sent by the Board to the Applicant at the address noted above,  
unless another address is provided. Unless otherwise shown, receipt shall be presumed to have occurred  
three (3) days after mailing. The notice required under this paragraph shall be given by the Board.

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 Township 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 BOARD REVIEW

The Board shall review the vouchers submitted by the professionals to determine whether the services have been performed in the manner and to the degree required by this agreement. Upon making a determination that said services have been performed properly, the Board shall process said vouchers in the same manner as normally employed for vouchers submitted for work performed on behalf of the Township. At the conclusion of this processing the Board shall recommend to the Township Committee that the amounts specified in said vouchers be deducted by the escrow holder from the escrow fund established pursuant to this agreement and paid to the respective claimants.

Section 7 APPLICANT’S OBJECTION

The applicant shall have the right to make periodic inspections of the records maintained by the escrow holder to determine the status of the escrow at any point in time. Where the applicant objects to the payment of any voucher from the escrow fund, he shall have the right to appeal, upon three (3) days’ notice to the professional involved, to the Board to determine whether the payment objected to is proper. The standards of review to be utilized by the Board in determining whether said payments are proper shall be whether the fees incurred are reasonable and whether the work has been performed properly. The Board shall afford the Applicant and the professional an opportunity to be heard and shall render its decision at its next regular meeting.

Section 8 INTEREST ALLOCATIONS

Any and all interest accruing on the deposits made and held in escrow by the Applicant shall revert to and become the property of the escrow holder as compensation for the services rendered in connection with this escrow agreement.

SECTION 9 RETURN OF OVERAGE

After all expenses referred to in this agreement have been paid and the Board is satisfied that there will be no further submissions for payment in connection with this application, the Municipal Treasurer, by resolution, shall authorize the return to the Applicant of any and all funds remaining in the escrow account. Return of such overage shall not relieve the Applicant of the obligation to pay for any expenses of the kind and type covered by this agreement should the same arise in the future in connection with this application or in connection with any subsequent amendments or revisions to the within application.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Applicant – please print name here:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Administrative Officer  
for: Planning Board  
Board of Adjustment  
*Township of Delaware*

\_\_\_\_\_  
Jodi McKinney  
Township Clerk

TO BE ATTACHED: Form W-9 Taxpayer ID  
(do not include the instructions)

**Please note: When an applicant is represented by an attorney, said attorney will receive copies of the vouchers.**