

ESCROW AGREEMENT

THIS AGREEMENT for payment of professional review fees is made on this ____ day of _____, 20__ between the Township of Springfield and its Zoning Board (hereafter the "Township") and _____ as Applicant and _____ as Owner (hereafter, collectively, the "Developer"). The Township and the Developer agree as follows:

1. **AGREEMENT TO PAY FEES:** Developer hereby agrees to pay all costs and fees incurred by the Township for professional review of the Application for Development filed contemporaneously herewith. Such fees include, but are not limited to, application fees and professional review fees charged by Township professionals for the review and preparation of plans and documents.

2. **ESCROW DEPOSIT:** The Township hereby acknowledges receipt of \$_____, which sum is a deposit which will be placed in a Township escrow account to cover the estimated amount of the aforementioned fees, costs and charges. The Developer account will be charged monthly in line with bills submitted by the Township professional staff and, when necessary outside consultants. The Developer will receive copies of the bills for information purposes. All charges for and payments of the Township's professional review fees and costs shall be in accordance with the provisions of N.J.S.A. 40:55D-53.2 through 53.4.

3. **ADDITIONAL PAYMENTS:** The Developer agrees to pay additional fees, costs and charges not covered by the initial escrow deposit. When Developer's escrow account is about to be depleted and additional charges are expected to be incurred, the Administrative Officer will request that the Developer replenish the escrow account. This request, which will be in writing and sent by regular mail to the address given on the Developer's application form, will not exceed the amount believed by the Administrative Officer to be sufficient to cover future costs of review of the application for development. Payment of the amount requested by the Administrative Officer must be made within 10 days. If payment is not made as and when required, the Board will take no further testimony on the application for development until such time as the required payment is made. If the enforcement of this provision would effect an approval of the application pursuant to N.J.S.A. 40:55D-10.4, the Board will deny the application without prejudice.

4. **DISPUTING CHARGES:** To contest the reasonableness of fees and charges made by the Township for the review of an application for development, a Developer must comply with the appeal procedures set out in the Municipal Land Use Law.

A Developer who contests the reasonableness of fees and charges as provided herein must pay the full amounts requested by Administrative Officer or the Board will discontinue the hearings on the application for development as hereinbefore provided.

5. **CLOSE OUT PROCEDURE:** Upon completion of the application or the improvements, as the case may be, the Administrative Officer shall render a final accounting of the Developer's escrow account and remit the balance due as provided by the Municipal Land Use Law.

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

7. **APPLICANT AND OWNER RESPONSIBLE.** The Applicant and Owner shall be individually, jointly and severally responsible for payment of the Township's professional review fees and costs. Collection procedures, interest and costs shall be the responsibility of both as outlined

in Paragraph 6, above. The Owner acknowledges and agrees that unpaid final charges may be assessed against the subject property as liens pursuant to law in the sole discretion of the Township. The Owner and Applicant are advised to make appropriate arrangements among themselves to assure proper accounting and responsibility for these costs.

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

SPRINGFIELD TOWNSHIP
_____ BOARD

DEVELOPER

BY: _____

BY: _____

PROPERTY OWNER OF RECORD

BY: _____