



**TOWNSHIP OF READINGTON  
509 ROUTE 523  
WHITEHOUSE STATION, NEW JERSEY 08889  
PLANNING BOARD & ZONING BOARD APPLICATION FORM**

**Date of Application:** \_\_\_\_\_

**Township Application Number:** \_\_\_\_\_

**1. Jurisdiction**

<b>Planning Board</b>	<b>Zoning Board of Adjustment</b>
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**2. Application Type (Check all that apply)**

Concept Site Plan or Subdivision	Preliminary Major Subdivision
Minor Site Plan	Final Major Subdivision
Preliminary Major Site Plan	Appeal of a Decision of the Administrative Officer Pursuant to NJSA 40:55D-70.a
Final Major Site Plan	Interpretation of the Land Development Ordinance or Zoning Map Pursuant to NJSA 40:55D-70.b
Agricultural division pursuant to N.J.S.A. 40:55 D-7	“C” variance Pursuant to NJSA 40:55D-70.c
Lot Line Adjustment	“D” variance Pursuant to NJSA 40:55D-70.d
Minor Subdivision	Amended Plan

**3. General Information:**

**Project Name:** \_\_\_\_\_

<b>Applicant</b>	Name	
	Address	
	Phone	
	Email	
	Status	Corporation      Partnership      Individual



<b>Owner</b>	Name			
	Address			
	Phone			
	Email			
	Status	Corporation	Partnership	Individual
<b>Site</b>	Address			
		BLOCK(s) _____ LOT(s) _____		
		Is this property the subject of any pending litigation?		
		Has this property been the subject of any previous development applications or approvals?		
		Please describe and provide dates for any litigation or previous approvals:		

**4. Description of Proposal**

Explain in detail the exact nature of the application and the changes to be made at the premises, including the proposed use of the premises: (attach additional pages if necessary)

**5. Compliance with Land Development Ordinance**

The applicant should indicate how the proposed development conforms or deviates from the requirements of the Land Development Ordinance. This table must be completed in order for an application to be certified as complete. If not applicable indicate N/A.

**5.1 Zoning**

Use	Existing	Proposed	Permitted?
Principal Use(s)			
Accessory Use(s)			

Requirement	Required	Proposed	Complies?
Lot Area			
Floor Area Ratio			
Impervious Coverage			
Front Yard			



Side Yard			
Rear Yard			
Buffers			
Off-Street Parking			
Fence(s)			
Freestanding Sign(s)			
Area			
Height			
Setbacks			
Facade Sign(s)			
Area			
Height			
Other			

**5.2 Waivers from the Design Standards of the Land Development Ordinance**  
(attach additional pages if necessary)

Standard	Required	Proposed

**6. Property Restrictions**

Indicate the existence of any existing or proposed restrictions:

Restriction	Description	Yes	No	Copy Attached
Covenants				
Easements				
Association by-laws				
Deed Restrictions				
Developer's Agreement				

Note: All deed restrictions, covenants, easements, association by-laws, existing and proposed, must be submitted for review and must be written in easily-understandable English in order to be approved.



**7. Infrastructure**

<b>Water</b>	Proposed development will be served by public water	
	Proposed development will be served by an existing well	
	Proposed development will be served by a proposed well	
<b>Sanitary Waste</b>	Proposed development will be served by an existing subsurface septic disposal system	
	Proposed development will be served by a proposed subsurface septic disposal system	
	Proposed development will be served by public sanitary sewer	
	Proposed development requires an extension of the existing sanitary sewer system (excluding laterals)	
	Proposed development will be served by an on-site package treatment plant	
	Proposed development is within a sewer service area	
<b>Streets</b>	Proposed development requires construction of a new street(s)	
	Proposed development requires extension of an existing street(s)	
<b>Off-Tract</b>	Proposed development requires the construction or extension of off-tract improvements	

**8. Subdivisions**

Are any new lots being created?	
Has this property been the subject of a subdivision application that was approved within the last year?	
Have the block/lot numbers shown on the plat(s) been approved by the tax assessor?	
In the case of a minor subdivision, will the development be filed by plat or by deed?	

**9. Professional Consultants**

List all professional consultants who have prepared this submission and who will be providing public testimony during public hearings.

<b>Attorney</b>	Name	
	Address	
	Email	
	Phone/ Fax	
<b>Professional Planner</b>	Name	
	Address	
	Email	
<b>Professional Engineer</b>	Name	
	Address	
	Email	
	Phone/ Fax	



<b>Environmental Scientist</b>	Name	
	Address	
	Email	
	Phone/ Fax	
<b>Certified Landscape Architect</b>	Name	
	Address	
	Email	
	Phone/Fax	
<b>Professional Land Surveyor</b>	Name	
	Address	
	Email	
	Phone/ Fax	
<b>Others</b>	Name	
	Address	
	Email	
	Phone/ Fax	

**10. Documentation**

List all plans, reports, exhibits and other information that is being submitted to support the development application. (attach additional pages if necessary)

<b>Document</b>	<b>Prepared By</b>
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**11. Disclosure of Corporate/Partnership Interest**

Pursuant to N.J.S.A. 40:55D-48.1, the names and addresses of all persons owning 10% or more of the stock in a corporate applicant or 10% interest in any other partnership applicant must be disclosed. In accordance with N.J.S.A. 40:55D-48.2 that disclosure requirement applies to any corporation or partner which owns 10% or more interest in the applicant followed up the chain of ownership until the names and addresses of the non-corporate stockholders and partners meeting the 10% ownership criterion have been disclosed.



Name	Address	Interest

[Attach additional pages as necessary to fully comply]

**12. Outside Agencies**

Indicate other agencies that may be reviewing this application and the status of each:

Agency	Date Submitted	Status
Readington Township Environmental Commission		
Hunterdon County Planning Board		
Hunterdon County Soil Conservation District		
Hunterdon County Board of Health		
Readington Township Municipal Utilities Authority		
Readington Township Board of Health		
New Jersey Department of Environmental Protection		
New Jersey Department of Transportation		
Other		

**13. Fees**

Indicate the amount of application fees and development review escrow funds that are being submitted with this application:

<b>Application fees</b>	
<b>Development review escrow</b>	

Provide the following information in order to confirm the amount of non-refundable application fees and development review escrow that is required:

Total Number of Lots (subdivisions only)	
Total Building Area(s) in SF (site plans only)	
Total Site Area in Acres (site plans only)	
Total Number of Multi-Family Housing Units	
Total Area of Disturbance	
Preliminary Application Fee (amended/final subdivisions & site plans only)	
Preliminary Escrow Deposits (amended/final subdivisions & site plans only)	



## CERTIFICATIONS

### 13. Applicant's Certification

I CERTIFY that the foregoing statements and materials submitted are true. I further certify that I am the individual applicant or that I am an officer of the corporate applicant and that I am authorized to sign the application for the corporation or that I am a general partner of the partnership applicant and am authorized to sign on behalf of the partnership.

[If the applicant is a corporation, an authorized corporate officer must sign. If the applicant is a partnership, a general partner must sign.]

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
SIGNATURE OF APPLICANT

### 14. Property Owner's Consent to Application (If owner is other than applicant)

I CERTIFY that I am the owner of the property which is the subject of this application, that I have authorized the applicant to make this application, and that I agree to be bound by the application, the representations made and the decision in the same manner as if I were the applicant. I certify that I am authorized by the corporation/partnership to sign this certification.

[If the owner is a corporation, an authorized corporate officer must sign. If the owner is a partnership, a general partner must sign.]

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
SIGNATURE OF OWNER



## Escrow Agreement

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ among \_\_\_\_\_, (hereinafter referred to as the "Applicant"), the Planning Board or Board of Adjustment of the Township of Readington, (hereinafter referred to as the "Board"), and the Township Committee of the Township of Readington (hereinafter referred to as the "Township").

**WHEREAS**, Applicant is proceeding under Land Use Ordinance dated 12/92 (the "Ordinance") for approval of a \_\_\_\_\_.

**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

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

**WITNESSETH:** it is mutually agreed among the parties that:

**WHEREAS**, the Board and Township desire to establish an escrow whereby work required to be performed by professionals employed by the Board and Township will be reimbursed by Applicant as required under the provisions of the Ordinance cited above, and

**WHEREAS**, the parties agree that it is appropriate to reduce this understanding to written form.

**WITNESSETH:** it is mutually agreed among the parties that:

### 1. PURPOSES

A. The Board authorizes its professional staff to review, inspect, report and study all plans, documents, statements, improvements and provisions made by the Applicant in conforming to the requirements of the Ordinance. 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 Board directs its professional staff to attend all meetings, including public hearings or meetings, work sessions, sub-committee meetings, site inspections or any other meetings necessary for the proper evaluation of the Applicant's presentation and to thereby assist the Board in arriving at a valid determination as to the merits of the application. The Applicant agrees to pay all reasonable professional fees incurred by the Board for the performance of the duties outlined above.

B. In addition, the Township authorizes its professional staff to participate in any of the activities outlined in sub-section A above to the extent that the Township may become involved in the application and/or development approval process, including, but not limited to development, sewer or other agreements to be made with the Township, ordinances, dedication and acceptance of roadways, open space, easements or improvements, performance and maintenance bond review and the like. The Applicant agrees to pay all reasonable professional fees incurred by the Township for the performance of the duties outlined above.



C. The Applicant shall be billed for actual out-of-pocket expenses incurred by the professionals, including normal and typical expenses incurred in processing applications and inspecting improvements. However, the Applicant shall not be charged for municipal clerical or administrative functions, overhead expenses, meeting room charges or any other municipal costs and expenses except as may be permitted under the Municipal Land Use Law, N.J.S.A. 40: 55D-53.2, et seq. and any amendments thereto or any other applicable sections.

## **2. ESCROW ESTABLISHED**

The Applicant, Board and Township, in accordance with the provisions of this Agreement, hereby create an escrow to be established with the financial institution designated by the Township of Readington.

## **3. ESCROW FUNDED**

The Applicant, by execution of this Agreement, shall pay to the Township such sums as are required by the Ordinance. Execution of this Agreement by the Township acknowledges receipt of the sums referred to under this paragraph.

## **4. INCREASE IN ESCROW FUND**

If during the existence of this Agreement the funds held by the escrow holder shall become insufficient to cover any voucher or bill submitted by the professional staff and reviewed and approved by the Board or Township, as the case may be, Applicant shall within fifteen (15) 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 to the Applicant by regular or certified mail at \_\_\_\_\_ or via electronic mail at \_\_\_\_\_. Receipt of regular mail shall be presumed to have occurred three (3) days after mailing; certified mail shall be deemed accepted on the date of mailing; electronic mail shall be deemed accepted on the date sent if transmitted before 5 p.m. on a business day, otherwise it shall be deemed accepted on the next business day. The notice required under this paragraph shall be given by the Board or Township upon discovering that the escrow amount has become deficient. If the Applicant does not deposit sufficient funds within the fifteen (15) day period, the professional may stop work on the project except for any required health and safety inspections which shall be made and charged back against the replenishment of funds. If the escrow remains insufficient for ninety (90) days after notice has been sent to Applicant, the Township may revoke the application or development permit. An escrow deposit shall be considered insufficient if it has reached ten percent (10%) of the original amount deposited or if a bill or voucher is received which exceeds the amount currently on deposit, whichever is applicable. If the person, place or electronic mailing address of the Applicant changes for the purposes of giving notice, it shall be the Applicant's responsibility to inform the Township Clerk and the Chief Financial Officer of the change, in writing, immediately.

## **5. TIME OF PAYMENT**

The professionals referred to in this Agreement, upon conclusion of their services, or periodically during the performance of their services, shall submit vouchers to the Township conforming to the requirements established by the Board or the Township, as the case may be, 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. At



the same time the vouchers are submitted to the Township, a copy of the voucher shall be submitted to Applicant for informational purposes. Vouchers shall be sent to the Applicant at:

\_\_\_\_\_. If Applicant's address should change, it shall be the duty of Applicant to provide the Township Clerk and the Township Chief Financial Officer with the new address immediately. Correspondence or inquiries from the Applicant to the Township shall be sent to the attention of the Chief Financial Officer and the Township Clerk, Readington Township Municipal Building, 509 Route 523, Whitehouse Station, NJ 08889.

## **6. BOARD REVIEW**

The Board and the Township, to the extent it is involved in the application, 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 and under the same terms as are normally employed for vouchers submitted for work performed on behalf of the Township. At the conclusion of this process the amounts specified in said vouchers shall be deducted by the escrow holder from the escrow established pursuant to this Agreement.

## **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 by contacting the Township for an appointment during normal business hours. Should Applicant object to the payment of any voucher from the escrow fund, Applicant shall notify the Township in writing within seven (7) days from receipt of the informational copy of professional's voucher. If professional has not supplied the Applicant with an informational copy of the voucher, Applicant shall notify the Township within ten (10) days from receipt of the Township's statement of activity against the escrow account. Applicant shall simultaneously provide copies of the objection to the Chief Financial Officer, the Township or Board, depending on the entity for whom the services were provided, and the professional who rendered the service. The Township or its designee shall have a reasonable time to attempt to resolve the matter. However, if the matter is not resolved within thirty (30) days of the date the objection is received, Applicant may appeal to the County Construction Board of Appeals within forty-five (45) days from receipt of the informational copy of the professional's voucher. If Applicant is not in receipt of an informational copy, Applicant has sixty (60) days from receipt of the Township's statement of activity against the escrow account to file an appeal with the County Construction Board of Appeals. The standards of review to be utilized by the Township or its designee in determining whether said payments are proper are: 1) whether the fees incurred were reasonable and 2) whether the work has been performed properly.

## **8. INTEREST ALLOCATIONS AND RETURN OF UNUSED ESCROW**

If an amount greater than \$5,000 is deposited by an Applicant in escrow, the money, until repaid or applied to the purposes for which it has been deposited, including the Applicant's portion of the interest earned on it, shall continue to be the Applicant's property although held in trust by the Township. The Township may retain interest paid on a deposit, which does not exceed \$100.00 for the year. If the amount of interest earned is greater than \$100.00, the entire amount shall belong to Applicant and shall be refunded annually or at the time the deposit is repaid or applied to the purposes for which it was deposited, as the case may be, unless the Applicant, in writing,



directs otherwise. Notwithstanding the aforementioned, the Township may retain an amount not to exceed 33 1/3% (thirty-three and one third percent) of the entire amount for administrative and custodial expenses. In addition, if the escrow account remains insufficient for more than ninety (90) days after notification to the Applicant, any and all interest which may result from or arise out of the deposits remaining in escrow shall be applied, if needed, towards the compensation due the professionals as provided elsewhere in this Agreement. If any escrow balance is remaining after the Board has granted final approval and signed the deeds, subdivision plat or site plan, in the case of application reviews and deposits; or, after the improvements have been approved and accepted, in the case of improvement inspection escrows and deposits, then it shall be returned to Applicant.

**9. REFERENCES TO DAYS**

All references to days in this Agreement are to calendar days.

**10. COLLECTION**

If the Township must institute legal action to enforce the terms of this Agreement against Applicant, Applicant shall be responsible for reasonable attorneys' fees and costs.

**11. SEVERABILITY**

If any portion of this Agreement is declared to be unconstitutional, invalid or inoperative, in whole or in part by a court of competent jurisdiction, such portion shall, to the extent that it is not unconstitutional, invalid or inoperative, remain in full force and effect, and no such determination shall be deemed to invalidate the remaining portions of this Agreement.

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

\_\_\_\_\_  
Notary Public  
My Commission expires\_\_\_\_\_

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Township of Readington

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_



## RIDER

The applicant \_\_\_\_\_ and/or owner \_\_\_\_\_ grant  
permission to Township Officials to enter the property.

\_\_\_\_\_  
APPLICANT

\_\_\_\_\_  
OWNER