



Department of Community Development

820 Mercer Street, Cherry Hill, NJ 08002

856-488-7870 (Phone) 856-661-4746 (Fax)

www.Cherryhill-NJ.com

CONCEPT PLAN APPLICATION

Submission Date: Application No.:

PLANNING BOARD ZONING BOARD OF ADJUSTMENT

A \$300.00 ESCROW PAYMENT IS REQUIRED WHEN SUBMITTING

FOR OFFICE USE ONLY
TAXES PAID YES/NO (INITIAL)
FEES \$ PROJ. #
ESCROW \$ ESCR. #

1. APPLICANT 2. OWNER

Name:
Address:
City: State: Zip:
Phone: Fax:
Email:
Interest in Property:

Name:
Address:
City: State: Zip:
Phone: Fax:
Email:

3. TYPE OF APPLICATION (check all that apply)

- Minor Subdivision
Preliminary Major Subdivision
Final Major Subdivision
Minor Site Plan
Preliminary Major Site Plan
Final Major Site Plan
Amended Plan
Site Plan Waiver
Concept Plan
Interpretation
Appeal of Administrative Officer's Decision
Certificate of Non-Conformity
Use (d) Variance
Bulk (c) Variance
Conditional Use
Street Vacation Request
Rezoning Request
Other:

4. ZONE (check all that apply)

Table with 5 columns: RESIDENTIAL, COMMERCIAL, OFFICE, OTHER, OVERLAY. Rows include zoning codes like R-A, R-7, B-1, O-1, IR, FP, etc.

5. ATTORNEY (A corporation, partnership, limited liability company or partnership must be represented by a New Jersey Attorney)

Name: City: State: Zip:
Address: Phone: Fax:
Email:

**5. APPLICANT'S PROFESSIONALS (Engineer, Surveyor, Planner, etc.)**

Name: \_\_\_\_\_  
Profession: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

Name: \_\_\_\_\_  
Profession: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**7. LOCATION OF PROPERTY**

Street Address: \_\_\_\_\_ Block(s): \_\_\_\_\_  
Tract Area: \_\_\_\_\_ Lot(s): \_\_\_\_\_

**8. LAND USE**

Existing Land Use: \_\_\_\_\_  
Proposed Land Use (be specific): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. PROPERTY**

|  |   |
|--|---|
|  | <u>Proposed Form of Ownership:</u>  |
| Number of Existing Lots: _____                     | <input type="checkbox"/> Fee Simple <input type="checkbox"/> Condominium        |
| Number of Proposed Lots: _____                     | <input type="checkbox"/> Rental <input type="checkbox"/> Cooperative            |
| Are there Existing Deed Restrictions or Easements? | <input type="checkbox"/> No <input type="checkbox"/> Yes (please attach copies) |
| Are there Proposed Deed Restrictions or Easements? | <input type="checkbox"/> No <input type="checkbox"/> Yes (please attach copies) |

**10. UTILITIES (check all that apply)**

Public water         Public sewer         Private well         Private septic system

**14. PARKING & LOADING REQUIREMENTS**

Number of Parking Spaces REQUIRED: \_\_\_\_\_    Number of Loading Spaces REQUIRED: \_\_\_\_\_  
Number of Parking Spaces PROVIDED: \_\_\_\_\_    Number of Loading Spaces PROVIDED: \_\_\_\_\_

**11. PREVIOUS OR PENDING APPLICATIONS**

List all previous or pending applications for this parcel (use additional sheets if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# ESCROW AGREEMENT

# \_\_\_\_\_

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_(Name) is hereinafter referred to as the "Applicant", the Planning or Zoning Board of the Township of Cherry Hill is hereinafter referred to as "Board", and the Township of Cherry Hill in the County of Camden is hereinafter referred to as "Township".

**WHEREAS**, the Applicant is proceeding under Zoning Ordinance 2010, Ordinances 76-71 (Zoning Ordinance), 68-1 (Subdivision Ordinance), 88-53 and 88-56 (hereinafter "Ordinance"), for approval of \_\_\_\_\_; and

**WHEREAS**, the Ordinance requires the Applicant to establish an escrow whereby work required to be performed by professionals employed by the Board will be paid for by the Applicant as required under the provisions of the Ordinances cited above;

**NOW, THEREFORE,**

## SECTION 1. PURPOSES

The Applicant agrees to pay all reasonable professional fees incurred by the Board for the performance of its duties.

## SECTION 2. ESCROW ESTABLISHED

The Applicant hereby creates an escrow to be established within the Controller of the Township.

## SECTION 3. ESCROW FUNDED

The Applicant, upon execution of this agreement, shall pay to the Township such sums as are required by Ordinance to be deposited in the repository referred to in Section 2.

## SECTION 4. INCREASE IN ESCROW FUND

If, during the existence of this Escrow Agreement, the funds held by the escrow shall be insufficient to cover any voucher or bill submitted by the professional staff and reviewed and approved by the Director of the Department of Community Development or the Director's designee. The Applicant shall, within fourteen (14) days of receipt of written notice, deposit additional sums with the escrow holder to cover the amount of the deficit referred to above and such additional amount reasonably anticipated by the Director needed to complete the application process. **Additionally, until such funds are fully replenished, no further consideration, review, processing of any pending application shall be permitted by the Planning Board or Zoning Board, nor shall any further inspections be performed by or on behalf of the Township until such additional escrow has been deposited.** Failure to post sufficient escrow funds to cover costs incurred or anticipated shall toll the period for action by the approving authority, as required by *N.J.S.A. 40:55D-1 et seq* and particularly *N.J.S.A. 40:55D-51* and *N.J.S.A. 40:55D-73* thereby barring an applicant from seeking a default approval under *N.J.S.A. 40:55D-10.4*.

The written notice referred to in this paragraph shall be sent to:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

Unless otherwise shown, receipt shall be presumed to have occurred three (3) days after mailing. The notice required under this paragraph shall be in the form of a Project Account Statement sent from Office of the Controller.

After a period of forty five (45) days from the notice from the Township, the applicant's failure to deposit the additional funds shall be grounds for denial of the application or for dismissal of the application without prejudice. In the event the Board approves the application, the obligation to pay for professional plan reviews fees by depositing the funds in escrow shall be a condition of the approval granted by the Board. If the escrow funds are depleted, after the application is filed or granted, the applicant shall pay additional funds upon demand within the aforementioned fourteen (14) day period.

The failure to pay ,the demanded funds may also result in a voiding of any prior approvals upon due notice to the applicant by the Board. In addition to the foregoing, the Applicant hereby agrees that in the event the reasonable and necessary amounts charged by the professionals for review of the application are not paid, the outstanding fees shall be deemed a lien on the above-described property and shall be collectable as in the case of taxes by the adoption of a resolution by the Township governing body upon receipt of a certification that the amounts are due and owing pursuant to this agreement. Negative escrow balances shall incur interest at 1.5% per month.

In the event of the sale or transfer of property which is the subject of a development application or a change in the identity of the applicant, all funds on deposit pursuant to this agreement shall run with the development application affecting the property in questions and shall be considered to be the asset and/or obligation of any subsequent owner or applicant unless the initial owner or applicant provides written notice to the approving authority, and to the professionals providing review services, that the initial owner or applicant has specifically reserved ownership rights of the escrow account. In the event such a notice is received by the Township officials and professionals, no further review shall be undertaken by relevant professionals until the new or subsequent owner or applicant has established an escrow account and signed an escrow agreement.

#### **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. PAYMENTS FROM ESCROW FUNDS**

The Director or designee 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 Director or his designee 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 processing, the amounts specified in said vouchers shall be paid by the escrow holder from the escrow established pursuant to this agreement.

#### **SECTION 7. APPLICANT NOTIFICATION TO DISPUTE CHARGES**

Pursuant to N. J. S. A. 40:55D -53. e. † seq. applicants shall notify in writing Cherry Hill Township, Department of Community Development, and the professional whenever applicants disputes the charges made by a professional for service rendered to the municipality in reviewing applications for development, review and preparation of documents, inspection of improvements, or other charges made. The Township, or its designee, shall within a reasonable time period attempt to mediate any disputed charges. If the matter is not resolved to the satisfaction of the applicant, the applicant may appeal to the Camden County Construction Board of Appeals.

#### **SECTION 8. RETURN OF UNUSED ESCROW FUNDS**

Escrow funds cannot be refunded for at least one hundred twenty (120) days from the time of a final decision of the Planning or Zoning Board. After one hundred twenty (120) days, a request to refund unused escrow may be made by letter.

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

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(Applicant\*)

*\* If the applicant is a corporation, this signature must be attested to by an attorney.*

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

|   |  |   |
|---|--|---|
| Print or type<br>See Specific Instructions on page 2. | Name (as shown on your income tax return)  |   |
|   | Business name, if different from above   |   |
|   | Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership<br><input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee<br><input type="checkbox"/> Other (see instructions) ▶ |   |
|   | Address (number, street, and apt. or suite no.)  | Requester's name and address (optional) |
|   | City, state, and ZIP code  |   |
| List account number(s) here (optional)                |  |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                |
|--------------------------------|
| Social security number         |
| or                             |
| Employer identification number |

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,