



## **Borough of Lindenwold**

15 N. White Horse Pike  
Lindenwold, New Jersey 08021  
(856) 783-2121

### **AGREEMENT**

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2 \_\_\_\_\_

BETWEEN \_\_\_\_\_  
(APPLICANT'S NAME)

HEREINAFTER REFERRED TO AS "APPLICANT" AND THE JOINT LAND USE BOARD OF THE BOROUGH OF LINDENWOLD, HEREINAFTER REFERRED TO AS "BOARD".

WHEREAS, APPLICANT IS CURRENTLY SEEKING (MINOR/MAJOR SITE PLAN, MINOR/MAJOR SUBDIVISION PLAN) FROM THE JOINT LAND USE BOARD OF THE BOROUGH OF LINDENWOLD AND;

WHEREAS, THE BOARD DESIRES 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 ORDINANCE OF THE BOROUGH OF LINDENWOLD, AND;

WHEREAS, BOTH PARTIES FEEL THAT IT IS APPROPRIATE TO REDUCE THIS UNDERSTANDING TO WRITTEN FORM.

**WITNESSED:**

IT IS MUTUALLY AGREED BETWEEN PARTIES THAT:

**SECTION 1. PURPOSES**

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 BOROUGH ORDINANCES. 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 ESTABLISHED**

APPLICANT AND THE BOARD IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT HEREBY CREATE AN ESCROW TO BE ESTABLISHED BY THE BOARD IN A DEPOSITORY SELECTED BY THE BOARD.

**SECTION 3. ESCROW FUNDED**

APPLICANT BY EXECUTION OF THIS AGREEMENT SHALL PAY TO THE BOARD, TO BE DEPOSITED IN THE DEPOSITORY REFERRED TO IN SECTION 2, SUCH SUMS AS ARE REQUIRED. EXECUTION OF THIS AGREEMENT BY THE BOARD 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 (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.

**SECTION 5. TIME OF PAYMENT**

THE PROFESSIONALS REFERRED TO IN THIS AGREEMENT UPON THE CONCLUSION OF THEIR SERVICES OR PERIODICALLY DURING PERFORMANCE OF THEIR SERVICES, SHALL SUBMIT VOUCHERS CONFORMING TO THE REQUIREMENTS ESTABLISHED BY THE BOARD FOR VOUCHERS OF THE TYPE AND KIND REFERRED TO UNDER THIS PARAGRAPH. SAID VOUCHERS SHALL INCLUDE THE AMOUNT OF ALL FEES AND COSTS INCURRED AS A RESULT OF THE SERVICES SET FORTH UNDER SECTION 1 OF THIS AGREEMENT.

**SECTION 6. BOARD OF 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 AND UNDER THE SAME TERMS AS ARE NORMALLY EMPLOYED FOR VOUCHERS SUBMITTED FOR WORK PERFORMED FOR THE JOINT LAND USE BOARD. AT THE CONCLUSION OF THIS PROCESSING, THE AMOUNTS SPECIFIED IN SAID VOUCHERS SHALL BE DEDUCTED BY THE ESCROW HOLDER FROM THE ESCROW ESTABLISHED PURSUANT TO THIS AGREEMENT.

**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 (3) DAYS NOTICE TO ALL PROFESSIONALS, TO THE BOARD TO DETERMINE WHETHER THE PAYMENTS OR PAYMENT OBJECTED TO ARE PROPER. THE STANDARDS OF REVIEW TO BE UTILIZED BY THE BOARD IN DETERMINING WHETHER SAID PAYMENTS ARE PROPER, OR WHETHER THE FEES INCURRED ARE REASONABLE AND WHETHER THE WORK HAS BEEN PERFORMED PROPERLY.

**SECTION 8. INTEREST ALLOCATIONS**

ANY AND ALL INTEREST WHICH WOULD RESULT FROM OR ARISE OUT OF THE DEPOSITS BEING MADE AND HELD IN ESCROW BY THE APPLICANT SHALL REVERT TO THE USE AND ENJOYMENT OF THE ESCROW HOLDER AS COMPENSATION FOR THE SERVICES RENDERED IN CONNECTION WITH THIS ESCROW AGREEMENT.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THE DATE FIRST WRITTEN ABOVE.**

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APPLICANT'S SIGNATURE

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BOARD SECRETARY