



Conceptual
(Site Plan or Subdivision)
Application

TOWNSHIP OF ROBBINSVILLE
MERCER COUNTY, NEW JERSEY

GENERAL INSTRUCTIONS

All Planning Board/Zoning Board of Adjustment Applications

I. GENERAL

The appropriate Planning/Zoning applications forms must be submitted to the Planning/Zoning office, together with the required fees and the specific forms, checklist and/or other materials that are required for each particular type of application. A corporation or partnership is required to be represented by an attorney.

The following types of applications shall be referred to the Zoning Board of Adjustment.

- a) Appeals from a Decision of the Zoning Officer;
- b) Land Use and Development Ordinance Interpretations;
- c) Bulk/Hardship Zoning (“C”) Variances not involving a Subdivision or Site Plan application;
- d) Use Variances whether or not a Subdivision or Site Plan is also involved.

When a Subdivision or Site Plan is involved, the applicant may submit it simultaneously with the Use Variance Application, or wait until the variance is granted.

The following types of applications shall be referred to the Planning Board.

- a) Conceptual Reviews of proposed Subdivisions and/or Site Plans;
- b) Conditional Use Permit Applications;
- c) Major and Minor Subdivision and Site Plan applications. When accompanied by a Use Variance, the applications shall be submitted to the Zoning Board of Adjustment unless a specific request for Subdivision or Site Plan review by the Planning Board is made by the applicant or unless the Zoning Board of Adjustment refers the same to the Planning Board for review.
- d) Hardship (“C”) Variances when submitted in connection with Subdivision or Site Plan application.

II. BOARD & TRC MEETING DATES

The annual notices setting the meeting schedules for Planning and Zoning Board of Adjustment Meetings is posted on the official municipal bulletin board and township web site – www.robbinville.net.

The Zoning Board of Adjustment has its regular meetings on the first Tuesday of each month at 7:30 p.m.

The Planning Board has its regular meetings on the third and fourth Wednesday of each Month at 7:00 p.m.

The Technical Review Committee (TRC) Meeting meets the first Wednesday of each month at 10:00 a.m.

III. APPLICATION DEADLINES

The Zoning Board of Adjustment and Planning Board will consider applications only if a completed application, all support documents and the appropriate fees are submitted to the Administrative Officer.

The Technical Review Committee (TRC) and/or Administrative Officer shall review all applications for development prior to consideration by the Planning Board and/or Zoning Board of Adjustment and determine completeness. The Administrative Officer will notify the applicant in writing of the status of the application. Applicants are encouraged to attend the TRC Meeting before being placed on a Board agenda to review the subject application.

IV. SUBMISSION OF APPLICATIONS

1. Submission

All documents for Planning/Zoning Board review shall be submitted directly to the Planning/Zoning Board office for distribution to the various Township consultants for review. There shall be no review of documents submitted directly to Township consultants.

Revised documents shall be accompanied by a letter of transmittal, identifying in detail all revisions made to the documents submitted, including revisions made which were not requested by Township representatives. This transmittal document shall also identify what the revised documents are to be reviewed for Zoning Board or Planning Board or Technical Review Committee resubmission of revised documents declared incomplete.

Revised documents must be submitted at least twenty-one (21) days prior to a Planning/Zoning Board meeting.

Complete sets of all revised documents shall be submitted. When

only portions of documents have been revised, the entire set of documents shall be redated for resubmission and the entire set of documents shall be resubmitted. When documents are related (e.g. drainage calculations and grading, drainage and soil erosion plans) all accompanying documents shall be redated to bear a common date of revision and complete sets resubmitted.

2. Copies of Applications

The following must be supplied in order for an application to be Considered by the Technical Review Committee:

1. Twelve copies of the plans (folded)
2. Three copies of the application.
3. Three copies of the appropriate checklist.
4. Three copies of any protective covenants or deed restrictions.
5. Three copies of certification that no taxes or assessments are due to the property.
6. Three copies of storm drainage calculations (if applicable).
7. Twelve copies of the Environmental Impact Assessment and/or the Community Impact Assessment and/or Traffic Report.
8. The required application fee, escrow fee and fee computation form.
9. Three Corporate Disclosure Statement (if applicable).
10. Form W-9.
11. Electronic copy of all of the above.

The Technical Review Committee shall advise the applicant of additional Submittals which may be required for Planning Board and Zoning Board review.

V. NOTICE OF HEARING

The applicant must give official written notice of the hearing on all applications to the Zoning Board of Adjustment, and on all Conditional Uses, all Major Subdivision and Site Plan Preliminary Approvals and all Hardship (“C”) variances being considered by the Planning Board. A sample notice form is attached to the application package. Notice must be given by newspaper advertisement, property owners, utilities, and others required to receive notice

pursuant to State Statute at least 10 days before the day the Board considers the application.

Applicable to both Planning and Zoning Board of Adjustment meetings, the Administrative Officer advises the applicant as to when the public hearing for the application is being scheduled for consideration at a particular meeting of the Board.

A copy of the official hearing notice must be served on the owners of all property and utilities located within 200 feet of the property involved in the application, either by serving them personally or by Certified Mail, Return Receipt. Notices should be served on or sent to the persons who are shown as the property owners on the current tax records, at the addresses shown thereon. The Administrative Officer will prepare a list of the property owners to whom notice must be sent when requested in writing for an additional fee. If the property is located within 200 feet of another municipality, notice must also be given to the Clerk of that municipality and to the County Planning Board in which the adjacent municipality is located. If the property adjoins a county road or a proposed county road, or adjoins county property, notice must also be given to the County Planning Board. If the property is adjacent to a State Highway, notice must be given to the State Commissioner of Transportation. If the application covers more than 150 acres or involves more than 500 dwelling units, notice must also be given to the Director of the Division of State and Regional Planning in the State Department of Community Affairs.

It is the applicant's responsibility to publish notice of the hearing in the Trenton Times (official newspaper) at least 10 days before the meeting date.

The applicant shall file an affidavit of proof of service with the Board, as hereinafter set forth.

Any notice made by certified mail as herein above required shall be deemed complete upon mailing in accordance with the provisions of N.J.S.A.40:55D-14. If notice has not been given as stated above, the application cannot be heard.

VI. APPROVALS BY OTHER AGENCIES

The applicant shall be solely responsible for securing all approvals from any and all other Federal, State or County agencies. When known, the Planning/Zoning Board may require, as a condition of approval or prerequisite for approval, the applicant to secure approvals from various agencies. Approvals of all applications for Site Plan or Subdivision approval will be required from the Mercer County Planning Board.

VII. CONSULTANTS APPROVAL FOR SIGNATURE

One (1) complete set of all revised documentation, meeting all conditions of the resolution of approval, shall be submitted directly to the appropriate consultants. All documents shall be accompanied by a letter of transmittal

identifying, in detail, all revisions made to the documents submitted, including revisions made which were not requested by Township representatives. A copy of the letter of transmittal to the consultants shall be submitted directly to the Planning Board/Zoning Board Administrator.

Upon review, the Boards consultants shall make a written report to the Board recommending approvals or identifying additional required revisions. No plans will be signed by the Planning Board until all conditional recommendations of approvals have been received from the Board consultants and until all conditions identified in the resolution of approval have been met in their entirety.

VIII. SUBMISSION FOR SIGNATURE

Site Plans

Three (3) complete sets of documents plus five (5) blue-line copies of the Site Plan shall be submitted for all plans recommended for signature to the Planning /Zoning Board. In addition, two (2) mylar copies bearing original signatures shall be submitted for permanent record to the Planning Board Administrator. One (1) copy of all other documentation (e.g. hydraulic calculations, environmental impact reports, traffic study) which had been revised and recommended for signature shall be submitted.

Subdivisions

Three (3) complete sets of documents plus five (5) blue-line copies of the subdivision shall be submitted for all plans recommended for signature to the Planning/Zoning Board. Two (2) mylar copies and bearing original signatures shall be submitted for all maps, plans or plats which are to be filed with the Mercer County Clerk's Office. All documents submitted shall be clearly and legible drawn and, where required, endorsed and presented as required by the "Map Filing Law".

All plans submitted for signature shall be signed by all other agencies prior to signature by either Board.

The following signature blocks shall be provided:

- A. Township of Robbinsville Planning Board or Zoning Board, (whichever is applicable) Chairperson and Secretary.
- B. Mercer County Planning Board Chairperson and Secretary, (for subdivision only).
- C. Township of Robbinsville Engineer.
- D. Township of Robbinsville Clerk (if applicable).

Block	
Lot(s)	

**TOWNSHIP OF ROBBINSVILLE
GENERAL LAND USE APPLICATION**

1. Name of Applicant	
Address	
Telephone	
Email	

I have reviewed this application and accompanying documentation and consent to filing of the same with the Township of Robbinsville Planning Board/Zoning Board.

Applicant's Signature

Date

2. Name of Attorney	
Address	
Telephone	
Email	

3. Name of Architect	
Address	
Telephone	
Email	

4. Name of Engineer	
Address	
Telephone	
Email	

5. Application Type	Application Fee	Escrow Fee
<input type="checkbox"/> Electronic version of all submissions.		
<input type="checkbox"/> Appeal		
<input type="checkbox"/> Request for Zoning Interpretation		
<input type="checkbox"/> Hardship/Bulk Zoning Variances**		
<input type="checkbox"/> Use Variances**		
<input type="checkbox"/> Conditional Use Permit		
<input type="checkbox"/> Conceptual Review		
<input type="checkbox"/> Minor Subdivision (Total No. of Lots _____)		
<input type="checkbox"/> Preliminary Site Plan (_____ S.F. Improvements)		

<input type="checkbox"/>	Preliminary Major Subdivision (Total No. of Lots _____)		
<input type="checkbox"/>	Final Site Plan (_____ S.F. Improvements)		
<input type="checkbox"/>	Home Occupation Permit		
<input type="checkbox"/>	Final Major Subdivision (Total No. of Lots _____)		
<input type="checkbox"/>	Waiver of Site Plan Review		
<input type="checkbox"/>	Design Waiver**		
<input type="checkbox"/>	Resubmittal		
<input type="checkbox"/>	Total Amount Paid		

* Check all items applicable and submit appropriate forms for each application type.

** Provide detailed explanation of need for deficiency on waiver/variance request form.

4. Is the property served by public sewer system?	
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5. Is the property served by public water system?	
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6. Present use of property	

7. Provide a brief description of the proposed project or development	

8. Name of Development			
Address of Property			
Tax Map	Page	Block	Lot(s)

9. Zoning District	
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10. Name of Property Owner			
Address			
Telephone			

I have reviewed the general instructions to applicants, the application and accompanying documentation and consent to filing of the same with the Township of Robbinsville Planning Board/Zoning Board.

Owner's Signature

Date

I do hereby accept the responsibilities as agent for this application.

Agent's Signature

Date

TOWNSHIP USE ONLY BELOW THIS LINE

Application No.: _____

Fees Paid: _____

Date Received: _____

Receipt No.: _____

Time Received: _____

Referred To: _____

Planning Board/Zoning Board

**TOWNSHIP OF ROBBINSVILLE
PLANNING BOARD/ZONING BOARD ESCROW AGREEMENT**

This agreement made this _____ day of _____ 20 ____ between:

NAME: _____

ADDRESS: _____

TYPE OF APPLICATION: _____ BLOCK _____ LOT _____

Hereinafter called "Applicant"

and:

The Township of Robbinsville, in the County of Mercer,
a municipal corporation of the State of New Jersey
Hereinafter called "Township"

WITNESSETH:

THAT the Applicant has submitted a development application to the Township's Planning Board/Zoning Board for consideration in accordance with the New Jersey Municipal Land Use Law and the Township of Robbinsville Land Use and Development Ordinance and Applicant hereby covenants and agrees as follows:

1. Applicant agrees to pay all costs related to the Township's review and administration of the proposed application with said costs including but not limited to:
 - A. Conceptual review by the Technical Review Committee (TRC), Planning Board Work session, which entails professional Consultant services as may be required by the Township;
 - B. Full application professional review by the Township's TRC and Planning Board/Zoning Board, which entails professional consultant costs for: Planner, Engineering, Legal and other extraordinary consultant services as may be required by the Township;
 - C. In house application review of the application by the Township's Department of Health and any other extraordinary review by any other department, office or municipal employee as may be required by the Township.
 - D. Administration and handling of the application by the Township's Planning Office/Zoning Office and/or Office of the Township Clerk with said costs including but not limited to: secretarial and clerical administrative handling, escrow account bookkeeping, accounts receivable and payable, TRC and Board meeting secretarial/recording services.

- E. All tax map plotting services required to reflect approved conditions on the official Tax Maps of Robbinsville.
- 2. Applicant understands and agrees to pay all costs as set forth above from the date of initial application submission through the Township's signature of approved plans which shall include any costs for extensions and revalidations.
- 3. Applicant understands and agrees to deposit with the Township's Planning Office/Zoning Office an initial application filing fee in accordance with fees and permits section of the Ordinance upon submission of the application.
- 4. Applicant understands and agrees that the Township will draw down from said deposit to cover costs as set forth in Section 1 above.
- 5. Applicant understands and agrees to pay WITHIN TEN BUSINESS DAYS of receipt of the Township's statement/billing all additional costs as may be incurred and billed to the applicant by the township relative to the review and administration of the application even if the costs of said review and administration exceed the initial filing fee deposit
- 6. Applicant understands and agrees that in the event Applicant fails to pay A billed amount the Township may discontinue Planning Board/Zoning Board review and consideration on said application or if Planning Board/ Zoning Board approval has been previously given Township may deny issuance of a construction permit and/or certificate of occupancy or if permit has been previously issued Township may initiate a Stop Work Order.
- 7. Township agrees to refund to applicant any sum deposited with Township for review and administration of the application not spent nor needed by Township.

APPLICANT AGREES AND UNDERSTANDS THAT IT IS INCUMBENT ON APPLICANT TO PERIODICALLY MONITOR THE STATUS OF SAID ESCROW ACCOUNT. APPLICANT AGREES AND UNDERSTANDS THAT RESPONSIBILITY TO PAY ALL ESCROW CHARGES IS THE APPLICANTS EVEN IS APPLICANT SELLS OR CONVEYS SAID PROPERTY CITED ABOVE TO ANOTHER PARTY.

Applicant's Name - Print

Applicant Signature

Date

Land Use Coordinator

Date

APPLICANT MUST FILL OUT THE FOLLOWING:

All correspondence concerning escrow account shall be directed to the Township of Robbinsville Finance Department. If there is any change in the name and address, please notify the Township of Robbinsville Finance Department.

Name: _____

Address: _____

Phone: _____

Fax: _____

Signature of Applicant

TOWNSHIP OF ROBBINSVILLE ENVIRONMENTAL COMMISSION

Mercer County
2298 Route 33
Robbinsville, New Jersey 08691
609-259-3600

CONSENT TO ENTRY

The undersigned hereby consents to the entry onto the property known as Lot _____, Block _____ on the Tax Map of the Township of Robbinsville by the members of the Township of Robbinsville Environmental Commission and Township of Robbinsville Planning Board or Zoning Board to perform an inspection of the subject property in connection with the land use application which is submitted herewith for approval by the appropriate Township Land Use Board.

APPLICANT

By _____

Date _____

NAME _____
ADDRESS _____
DATE _____
APPLICATION # _____

Planning/Zoning Board Secretary
Township of Robbinsville
2298 Route 33
Robbinsville, N.J. 08691

Dear Planning/Zoning Board Secretary:

I have recently submitted an application for a _____
before the Township of Robbinsville Planning/Zoning Board. I am requesting a certified tax list of
property owner's within 200 feet for the property known as Block _____, Lot _____, on page
_____ of the Township of Robbinsville Tax map from your office.

Enclosed is a check to cover the fee for this request (\$.25 per name or \$10.00 whichever is greater).

Thank you for your assistance and co-operation.

Sincerely,

Applicant

Please check one:

_____ I will pick up the tax list
one week from the above
date on _____.

_____ Please mail the list to me in
the self-addressed pre-stamped
envelope which is enclosed.

PLANNING/ZONING BOARDS

Affidavit of Ownership

State of New Jersey, County of Mercer, SS.:

_____ of full age, being duly sworn according to law on oath
deposes and says that the deponent resides at _____ in
the Township of _____ in the County of _____ and
State of _____ that _____ is the owner in fee of
all that certain lot, piece or parcel of land situated, lying and being in the Township of Robbinsville,
New Jersey, and known and designated as Block _____, Lot _____.

Sworn and subscribed before me this ____ day of _____ 20____.

(Notary)

(Owner to sign here)

AUTHORIZATION

(If anyone other than above owner is making this application, the following authorization must be executed.)

To the Planning/Zoning Board:

_____ is hereby authorized to make this application.

Date _____, 20____.

(Owner to sign here)

FEE COMPUTATIONS

SUBDIVISION _____
Block _____ Lot _____
Residential _____ Commercial _____

DATE _____
Computed by _____
Number of lots _____

APPLICATION FEES

Minor _____
Informal (w/Professional Review) _____
Final _____
Cluster _____
Resubmittal _____
Amendment _____

Subtotal = \$ _____

ESCROW PLUS

SITE PLAN _____
Block _____ Lot _____
Lot Area = _____ Acres = _____ S.F.
Total Gross Floor Area = _____ S.F.

DATE _____
Computed by _____
Parking Spaces = _____

APPLICATION FEES

Minor _____
Informal (w/Professional Review) _____
Preliminary _____
Final _____
Resubmittal _____
Amendment _____
Signs _____

Subtotal = \$ _____

ESCROW PLUS

PLANNED DEVELOPMENT
Units = _____ Acres = _____
Village _____ Commercial _____
Total Gross Floor Areas = _____ S.F.

APPLICATION FEES

Informal (w/Professional Review) _____
Preliminary (Residential) . . . _____
Preliminary (Nonresidential) . . _____
Final _____

Subtotal \$ _____

ESCROW PLUS

VARIANCES
Appeals _____
Interpretation _____
Hardship/Bulk _____
Use _____
Permit _____

Subtotal \$ _____

TOTAL OF ABOVE = \$ _____

\$ _____

FOR YOUR APPLICATION, PLEASE SUBMIT TWO (2) CHECKS PAYABLE TO THE TOWNSHIP OF ROBBINSVILLE, ONE FOR THE APPLICATION FEE AND ONE FOR ESCROW, ACCOMPANIED BY THE ABOVE CALCULATIONS.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your Individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Township of Robbinsville, NJ
Monday, February 25, 2019

Chapter 142. Land Use

Article IX. Fees, Guarantees, Inspections and Off-Tract Improvements

§ 142-84. Fees.

- A. Every application for development shall be accompanied by a check payable to the Township of Robbinsville in accordance with the following schedule:
[Amended 12-5-2018 by Ord. No. 2018-36]

Type	Application Charge	Escrow Plus Account
Subdivisions		
Minor	\$500 plus \$75 per lot	\$575 per lot
Preliminary plat	\$500 plus \$100 per lot	\$200 per lot (minimum \$1,500)
Final plat	\$500 plus \$100 per lot	\$100 per lot (minimum \$900)
Cluster review	\$300 plus preliminary subdivision fee	\$30 per lot (minimum \$1,000)
Resubmittal of preliminary or final subdivision plat	\$400	\$60 per lot (minimum \$1,000)
Amendment to preliminary or final subdivision plat	\$400	\$60 per lot (minimum \$1,000)
Informal concept (with professional review)	\$500	\$1,000
Site Plans		
Administrative site plan review	\$250	\$750
Informal concept (with professional review)	\$500	\$1,000
Preliminary plan	\$300 per acre or \$20 per each 1,000 square feet of gross floor area proposed, whichever is greater (minimum \$800)	\$200 per acre or \$200 per each 1,000 square feet of gross floor area proposed, whichever is greater (minimum \$2,500)
Final plan	\$150 per acre or \$20 per each 1,000 square feet of gross floor area proposed,	\$100 per acre or \$100 per each 1,000 square feet of gross floor area proposed,

Type	Application Charge	Escrow Plus Account
	whichever is greater (minimum \$800)	whichever is greater (minimum \$1,500)
Resubmittal of preliminary or final plat	\$400 per acre or \$20 per each 1,000 square feet of gross floor area proposed, whichever is greater (minimum \$800)	\$100 per acre or \$100 per each 1,000 square feet of gross floor area proposed, whichever is greater (minimum \$1,500)
Amendment of preliminary or final site plan	\$60 per acre or \$10 per each 1,000 square feet of gross floor area proposed, whichever is greater (minimum \$700)	\$90 per acre or \$90 per each 1,000 square feet of gross floor area proposed, whichever is greater (minimum \$1,500)
Signage	\$50	\$200
Home occupation	\$50	
Design waiver	\$200	\$500
Waiver of site plan review	\$400	\$750
Minor site plan review	\$500	\$1,000
Subdivision or site plan extension	Same as original fee paid	\$2,500
Planned Development or GDP (Planned Village and Planned Commercial Developments)		
Informal concept plan (with professional review)	\$500	\$1,000
Preliminary plat/plan residential	\$250 for first 10 units and \$12.50 per unit for each unit thereafter, up to 100 units, and \$5 per each unit thereafter (minimum \$800)	\$250 for first 10 units and \$35 per unit for each unit thereafter, up to 100 units, and \$20 per unit for each unit thereafter (minimum \$6,000)
Nonresidential	\$150 per acre for lots to be occupied by a building or \$25 per 1,000 square feet of gross floor area of all proposed buildings, whichever is greater, plus \$5 per acre of common property, land to be offered to the Township, flood hazard areas or open spaces (minimum \$1,000)	\$150 per acre for lots to be occupied by a building or \$50 per 1,000 square feet of gross floor area of all proposed buildings, whichever is greater, plus \$5 per acre of common property, lands to be offered to the Township, flood hazard areas or open spaces (minimum \$6,000)
Final plat/plan	1/2 preliminary plat/plan fee	1/2 escrow for preliminary plat/plan
Amended	\$500	\$1,000
Variances		
Appeals	\$200	\$1,500
Interpretation	\$200	\$1,500
Bulk/hardship commercial	\$400	\$600

Type	Application Charge	Escrow Plus Account
Bulk/hardship residential	\$50	\$1,500
Use	\$600	\$2,000
Conditional use permit	\$300	\$600
Other		
Publication fee	\$25	

- B. The application charge is a flat fee to cover direct administrative expenses and is nonrefundable.
- (1) The escrow account is established to cover the costs of professional services, including engineering, legal, planning, professional personnel on salary and consultants retained to evaluate material submitted with the application, and other expenses connected with the review of the submitted materials. Sums not utilized in the review process shall be returned to the applicant. If additional sums are deemed necessary, the applicant shall be notified of the required additional amount and shall add such sum to the escrow.
 - (2) The Township Treasurer shall monthly advise the Planning/Zoning Secretary of the balance of all escrow accounts and whether additional funds are required. In the event additional funds are required, it shall be the obligation of the Planning/Zoning Secretary to notify the applicant of the additional escrow amount required, and in the event there is a refusal or failure to make the payments required, the Planning/Zoning Secretary shall notify the approving Board and the Township Construction Office.
[Amended 10-17-2017 by Ord. No. 2017-27]
 - (3) The escrow associated with each application shall be replenished whenever the original escrow is reduced by charges against the account to 50% or less of the original amount. The Planning/Zoning Secretary shall notify the applicant of the requirement to replenish the escrow, and the applicant shall be requested to deposit an amount to bring the balance up to 100% of the original escrow amount. No building permits or certificates of occupancy shall be issued until the additional escrow has been paid. Any fees paid for informal concept without professional review shall be a credit toward fees for a subsequent application for development by the same applicant and for the same development.
[Amended 10-17-2017 by Ord. No. 2017-27; 12-5-2018 by Ord. No. 2018-36]
 - (4) The amount of additional escrow monies shall be determined by the Technical Review Committee.
- C. Where one application for development includes several approval requests, the sum of the individual required fees shall be paid. The applicant shall provide a detailed breakdown of each calculation used in determining the fee pursuant to a form prescribed by the Planning/Zoning Secretary.
[Amended 10-17-2017 by Ord. No. 2017-27]
- D. Each applicant for subdivision or site plan approval shall agree, in writing, to pay all reasonable costs for professional review of the application, including costs incurred with any informal review of a concept plan which may have preceded the submission of a preliminary application. Additionally, each applicant shall agree, in writing, to pay all reasonable costs for the municipal inspection of the constructed improvements. All such

- costs for review and inspection must be paid before any construction permit is issued, and all remaining costs must be paid in full before any occupancy of the premises is permitted or certificate of occupancy is issued.
- E. If an applicant desires a court reporter, the cost of taking testimony and transcribing it and providing a copy of the transcript to the Township shall be at the expense of the applicant, who shall arrange for the reporter's attendance. This shall be mandatory for all use variance applications pursuant to § **142-70C(2)**.
- F. Notwithstanding the schedule of fees and charges contained in this section, any person (s) proposing any development within the Township of Robbinsville may request that the Planning Board provide it with an express informal concept review without the necessity for prior review by the Township's professionals. This review is optional and the developer may choose an informal concept review with such professional review or without such review. Any developer requesting an express informal concept review pursuant to this subsection shall comply with the following:
- (1) The submission of a fee of \$500 which shall be deemed to be a credit toward fees for review of any application subsequently filed by the applicant for development which is essentially the same to that which was the subject of the express informal concept review in accordance with N.J.S.A. 40:55D-10.1.
 - (2) The maximum time to be allotted for an express review shall not exceed 20 minutes and shall be scheduled at the discretion of the Technical Review Committee, unless the time is extended by the Board pursuant to good cause shown.
 - (3) If an additional appearance(s) is required, an additional charge of \$500 for each appearance shall be paid by the developer prior to each appearance. Said fees shall be deemed to be a credit toward fees for review of any application subsequently filed by the applicant for development which is essentially the same to that which was the subject of the express informal concept review in accordance with N.J.S.A. 40:55D-10.1. Thereafter, the Board may establish a time frame within which the applicant shall file a formal development application(s) pursuant to applicable Township ordinances.
- G. In the event that an applicant requests informal concept review and 1) a revised Master Plan has been adopted but no implementing Zoning Ordinance has been adopted; or 2) the applicant proposes development which is consistent with the Master Plan but does not comport with the Zoning Ordinance in use, floor area ratio or density or the applicant submits for review a draft of a proposed ordinance or of amendments to the Zoning Ordinance, the applicant shall deposit the sum of \$2,500 in escrow at the time of request for informal concept review, as funds to cover the costs of professional services, including engineering, legal and planning review. In the event said escrow is depleted in the course of the review, the applicant shall immediately deposit additional funds in the escrow account, in an amount specified by the Planning/Zoning Secretary, to cover any deficiency in said amount and to cover any additional anticipated costs of professional services, including engineering, legal and planning review.
[Amended 10-17-2017 by Ord. No. 2017-27]
- H. In the event a property owner or other interested party requests review of any ordinance or the Master Plan of the Township as it relates to a particular property, the property owner or other interested party shall deposit the sum of \$1,000 in escrow at the time the request for ordinance or Master Plan review is made, to cover the costs of professional services, including engineering, legal and planning review prior to the matter being

referred to the appropriate professional(s) for review. In the event said escrow is depleted in the course of the review, the applicant shall immediately deposit additional funds in the escrow account, in an amount specified by the Planning/Zoning Secretary, to cover any deficiency in said amount and to cover any additional anticipated costs of professional services, including engineering, legal and planning review.
[Amended 10-17-2017 by Ord. No. 2017-27]

I. Tax Map/GIS database update fee.

(1) Purpose.

- (a) It is the purpose of this subsection to impose upon developers/applicants the costs incurred by Robbinsville Township in updating its municipal Tax Map/GIS database as a result of the approval of various subdivisions or the creation of any new lots within Robbinsville Township. Said costs are directly related to the development process, and therefore Robbinsville Township hereby determines that they should be borne by the developer/applicant.
- (b) Tax Map/GIS database update fees: each applicant and/or developer, for any approval that results in the creation of any new lot(s), revision of any existing lot(s) and/or other alterations to the Tax Map/GIS database, shall be responsible for paying all reasonable charges incurred by Robbinsville Township in updating said Tax Map/GIS database. These costs shall include, but not be limited to, update to the GIS database, revisions to existing Tax Map plates, creation/addition of new tax map plates, appropriate revisions to the Key Map(s), reprographic services for applicable Township, county and state submission copies, as well as any reasonable shipping and handling fees involved.

(2) Costs.

- (a) Once final subdivision and/or new lot approval has been received, an escrow account shall be established by the applicant and maintained by Robbinsville Township for the express purpose of maintaining the Tax Map/GIS database. No construction permit shall be issued until said escrows as outlined below are posted with the Township:

[1] Minor subdivisions: \$75 per lot.

[2] Major subdivisions are further broken down as follows:

[a] One to 25 lots: \$55 per lot.

[b] Twenty-six to 75 lots: \$50 per lot.

[c] Seventy-six to 125 lots: \$45 per lot.

[d] One hundred twenty-six to 175 lots: \$40 per lot.

[e] One hundred seventy-six or more lots: \$35 per lot.

[f] Commercial site plan: \$800.

[g] Condominium site plan: \$1,000 plus \$20 per unit for residential condominium projects.

- [h] Each lot/Tax Map revision due to deed discrepancies, lot line adjustments, easement detailing, ownership labeling, acreage calculation and labeling, street name changes and other minor revisions: \$55 per lot or per change.
- [3] If the initial escrow account is insufficient to cover the cost for revisions to the Tax Map/GIS database, then the developer/applicant shall be required to replenish the escrow account in such amounts as are required to satisfy the total cost of the revisions. In the event that the developer/applicant fails to do so, the Township shall have the option of revoking the construction permit and/or failing to issue a final certificate of occupancy or approval until such time as the applicant complies. If any portion of the escrow account remains unused following the appropriate revisions to the Tax Map/GIS database, it shall be refunded to the developer/applicant.
- (b) In the event that any application for development is denied and the application is no longer pending before the respective Township board, then any portion of the aforementioned fee which has not been expended by the engineer responsible for maintaining the Tax Map/GIS database shall be refunded to the applicant.
- (c) In addition to the maintenance fees noted, each approved applicant must supply a map of the new subdivision or new lot in a scale suitable for inclusion on the Robbinsville Township Tax Map/GIS database. Said map must be submitted in both electronic and hard copy formats and must be compliant with current New Jersey Map Filing Law guidelines (N.J.S.A. 46-23.1).^[1]

[1] *Editor's Note: See N.J.S.A. 46:23-9.9 et seq.*

*Township of Robbinsville, NJ
Tuesday, February 26, 2019*

Chapter 142. Land Use

Article IX. Fees, Guarantees, Inspections and Off-Tract Improvements

§ 142-85. Guarantees and inspections.

A. Performance guaranty estimate.

- (1) No final application for development shall be approved by the Board until the satisfactory completion and performance of all such required improvements have been certified to the Board by the Township Engineer, unless the owner shall have:
 - (a) Satisfactorily completed all required utility installations and their appurtenances, including water mains, culverts, storm sewers, sanitary sewers or dry sewers and drainage facilities;
 - (b) Satisfactorily completed all required grading and the construction of the base course surfacing of all streets;
 - (c) Satisfactorily completed the construction of all required curbs; or
 - (d) Filed with the municipality a performance guaranty sufficient in amount to cover the cost of all remaining specified improvements, as estimated by the Township Engineer, and assuring the installation of said improvements on or before an agreed date and as hereinafter provided.
- (2) In any case, the remaining specified improvements shall be at least 50% completed within one year from the date of final approval, at least 75% completed within 18 months from the date of final approval and entirely completed and accepted by the Township within two years from the date of final approval.
- (3) A performance guaranty estimate shall be prepared by the Township Engineer setting forth all requirements for improvements as fixed by the Board and their estimated cost. The governing body shall pass a resolution either approving or adjusting this performance guaranty.
- (4) In the case of planned village development in which the development is to be completed in sections, no building permits may be issued for the construction of units in any section subsequent to the first until the construction authorized in the previous section has been substantially completed. "Substantially completed" shall mean that, as a minimum, all exterior finish, paving, fine grading, seeding and landscaping shall have been completed.

B. Approval by Board Attorney.

- (1) The subdivider shall present two copies of the performance guaranty in an amount equal to 120% of the approved performance guaranty estimate for approval as to form and execution by the Attorney for the Board.
- (2) The Attorney for the Board shall notify the Secretary of the Board prior to the meeting that the performance guaranty is properly executed and can be added to the agenda.

C. Bonding and cash requirements.

- (1) The performance guarantee shall be made payable and deposited to Robbinsville Township and shall be in the form of cash or a certified check, irrevocable standby letter of credit, or a performance bond in which the owner shall be principal, the bond to be provided by any acceptable surety company licensed to do business in the State of New Jersey. The Township shall issue its receipt for such deposits and shall cause the same to be deposited in a bank named by the Township in the name of the Township to be retained as security for completion of all requirements and to be returned to the owner on completion of all required work, or, in the event of default on the part of the owner, to be used by the Township to pay the cost and expense of obtaining completion of all requirements. Every bond, whether cash or surety, shall contain a clause to the effect that a determination by the Township Engineer that the principal has defaulted in the performance of his obligation shall be binding and conclusive upon the surety and the principal. If the applicant elects to post an irrevocable letter of credit, the same must be submitted to the Township Attorney for approval prior to acceptance by the governing body. Same must be in a form same or similar to that set forth herein.
- (2) Ten percent of the amount of the approved performance guaranty estimated shall be deposited by the owner in cash with the Township. The remaining 90% may be in cash, surety bonds, certified check or irrevocable standby letter of credit in the favor of the Township. In the event of default, the 10% fund herein mentioned shall be first applied to the completion of the requirements, and the cash, surety bond, certified check or irrevocable standby letter of credit shall thereafter be resorted to, if necessary, for the completion of the requirements. The cash or surety bond may recite the foregoing provisions.

IRREVOCABLE STANDBY LETTER OF CREDIT

LETTER OF CREDIT NUMBER:

DATE:

BENEFICIARY: Township of Robbinsville, Mercer County, N.J. (from now on referred to as Township)

AMOUNT: \$

INITIAL EXPIRATION DATE:

DEVELOPER:

(from now on referred as "Developer")

ISSUING FINANCIAL INSTITUTION AND ADDRESS:

(from now on referred as "Bank")

The Bank submits to the Township this Irrevocable Standby Letter of Credit (from now on referred to as "Letter of Credit") in the amount of \$, representing the cash performance guaranty required under the provisions of the Land Use Ordinances of the Township of Robbinsville, to guarantee installation and completion of the improvements required by the Township Planning Board of Zoning Board of Adjustment (from now on referred to in either case as the "Board") in connection with the following development:

The improvements required to be completed are set forth in the Township Engineer's estimates dated, attached to this Letter of Credit and incorporated herein.

The Bank hereby agrees with respect to this Letter of Credit as follows:

1. If:
 - a) The improvements required by the Board have not been installed in accordance with the development approval and the attached Engineer's estimates, and
 - b) The improvements have not been accepted by the Township by a duly adopted Resolution releasing this Letter of Credit, or
 - c) The Developer has failed to perform as required by the Developer's Agreement entered into between the developer and the Township which Agreement shall be deemed incorporated herein and a part of this Letter of Credit:

Then, the Bank shall release funds under this Letter of Credit to the Township, pursuant to Paragraph 3 hereafter, for:

- a) All costs of having the improvements installed, and upon receipt of the proceeds under this Letter of Credit, the Township shall install or have such improvements installed as may be required, and/or
- b) All costs and/or damages resulting from the Developer not having complied with the Developer's Agreement, and/or
- c) All Township costs, (including reasonable attorney's fees and expert witness' fees) of any litigation brought as a result of the Developer's failure to have the improvements installed and approved as a result of Developer having failed to perform pursuant to the Developer's Agreement.

It is expressly understood that the liability of the Bank is limited to the draw requirements as explained in the Letter of Credit hereafter.

2. This Letter of Credit shall be valid for a period of length of time commencing on the date set forth above, and expiring on the initial expiration date set forth above, except as that initial expiration date may be extended as explained hereafter. If the required improvements have not been completed, approved and accepted at least 60 days before the initial expiration date set forth above, then the Township shall have the right to draw any amount which is then due up to the full amount of this Letter of Credit. This Letter of Credit shall be automatically extended, without amendment, for periods of 1 year each from the initial, of any future expiration date, unless 60 days prior to the expiration date, the Bank notifies the Municipal Clerk and the Township Attorney by certified mail, return receipt requested, that the Bank elects not to extend. Upon receipt of such notice, the Township may draw under this Letter of Credit by stating in writing that the Letter has not been renewed or extended and by the Township complying with the provisions of Paragraph 3 hereafter. The Developer, until a replacement Irrevocable Standby Letter of Credit in this form has been deposited with the Township, will cease and desist any and all work

on the development, unless the required improvements under the approval, this Letter of Credit and the Developer's Agreement have been completed and approved by the Township Engineer and governing body. In the event any occupancy is taking place in any improvements in the development, such occupancy shall then be deemed illegal, shall cease and desist. The provisions of this paragraph apply only to the Developer.

- 3. In all circumstances, the release of money to the Township under this Letter of Credit (sometimes referred to as a "draw" or "draw down") shall be accomplished by a written demand setting forth the Developer's failure to perform and signed by 1 of the following:
 - a) Municipal Clerk
 - b) Mayor
 - c) Official authorized by written Resolution, duly adopted by the governing body, to act in the place of the Municipal Clerk or Mayor.

In addition to the written demand, the Township shall present:

- a) This original Letter of Credit if demand is made for the full amount, or a copy of this Letter of Credit if the demand is for less than the full amount, and
- b) A certified true copy of the appointing Resolution if the demand is executed by a Township official other than the Municipal Clerk or Mayor.

The written demand and any required accompanying documents shall be served on the Bank by either of the following 2 methods:

- a) Certified Mail, Return Receipt Requested, to the Bank at the address indicated on this Letter of Credit by depositing the documents in the United States mail, postage prepaid, no later than 3 days before the expiration date, either initial or as extended, of this Letter of Credit; or
- b) Personal presentation of the documents by any Township representative at the Bank at the address indicated on this Letter of Credit on or before the expiration date, either initial or as extended.

4. The Bank and Developer hereby irrevocably bind themselves, their heirs, successors, assigns and representatives to the full and faithful performance of the obligations contained in this Letter of Credit until all conditions for release as provided in this Letter of Credit are complied with. It is expressly understood that the obligation of the Bank shall terminate upon full release of this Letter of Credit by the Township.

5. The use, i.e., draw down, of all or part of this Letter of Credit shall in no way be deemed to constitute a waiver of any other right the Township may have under law or other documents delivered to the Township by the undersigned Developer. It is expressly understood that the provisions of this paragraph shall not apply to the Bank.

ATTEST: (Affix Seal)	DEVELOPER:
TYPE OR PRINT SECRETARY	TYPE OR PRINT PRESIDENT NAME
SIGNATURE SECRETARY	SIGNATURE PRESIDENT
DATED:	DATED:
ATTEST: (Affix Seal)	FINANCIAL INSTITUTION:
TYPE OR PRINT SECRETARY	TYPE OF PRINT PRESIDENT NAME
SIGNATURE SECRETARY	SIGNATURE PRESIDENT

DATED: DATED:

STATE OF NEW JERSEY:

COUNTY OF: SS

I certify that on this day of , , personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the secretary of the financial institution in the attached documents;
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer who is the President of the financial institution;
- (c) This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper Resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which was affixed to the document; and
- (e) This person signed this proof to attest to the truth of these facts.

Secretary

Sworn and Subscribed to before me this day of ,

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires on

(Impress Seal)

IF CORPORATE DEVELOPER

STATE OF NEW JERSEY, COUNTY OF: SS

I certify that on , , personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the secretary of the Developer named in the attached document;
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer who is the President of the Developer;
- (c) This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

, Secretary

Sworn and Subscribed to before me this day of ; .

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires on

(Impress Seal)

IF INDIVIDUAL DEVELOPER

STATE OF NEW JERSEY: SS

COUNTY OF:

I certify that on the day of , , personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is named in and personally signed this document; and
- (b) This person signed, sealed and delivered this document as his act and deed.

Sworn and Subscribed to before me this day of , .

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires on

(Impress Seal)

D. Inspections and tests.

- (1) All improvements and utility installations shall be inspected during the time of their installations under the supervision of the Township Engineer to ensure satisfactory completion. The cost of the inspection shall be the responsibility of the owner, who, prior to the installation of any improvements or the issuance of a building permit, whichever is first, shall deposit with the Township Treasurer, for placement in a special trust fund account, a sum equal to 5% of the amount of the performance guaranty estimate of the cost of public improvements to be applied to payment of inspection costs. If inspection costs exceed such fund, the owner shall deposit with the Township Treasurer additional sums upon notice from the Township Engineer. The inspection fee shall in no case be less than \$100. The Township Treasurer shall return any balance of the inspection deposit to the owner upon expiration of the maintenance bond, together with the paid invoices for all expenses charged.
- (2) In no case shall any improvements be installed without permission from the Township Engineer's office. At least two days' notice shall be given to the Township Engineer's office prior to any such construction so that he or a qualified representative may be present at the time the work is to be done.
- (3) The Township Engineer's office shall be notified after each of the following phases of the work has been completed so that he or a qualified representative may inspect the work:
 - (a) Road subgrade.
 - (b) Curb and gutter forms.
 - (c) Curbs and gutters.
 - (d) Road paving.
 - (e) Sidewalk forms.
 - (f) Sidewalks.
 - (g) Drainage pipes and other drainage structures before backfilling.
 - (h) Street name signs.
 - (i) Sanitary sewers and/or septic tanks.

- (j) Monuments.
 - (4) A final inspection of all improvements and utilities will be started within 10 days' notification by the subdivider to determine whether the work is satisfactory and in agreement with the approved final drawings and the Township specifications. The general condition of the site shall also be considered. Upon a satisfactory final inspection report, action will be taken to release or declare in default the performance guaranty covering such improvements and utilities.
 - (5) Inspection by the Township of the installation of improvements and utilities shall not operate to subject the Township to liability for claims, suits or liability of any kind that may at any time arise because of defects or negligence during construction or at any time thereafter, it being recognized that the responsibility to maintain safe conditions at all times during construction and to provide proper utilities and improvements is upon the owner and his contractors, if any.
 - (6) Upon the completion or substantial completion of all required appurtenant utility improvements and the connection of same to the public system, the obligor may notify the governing body, in writing, by certified mail addressed in care of the Municipal Clerk, of the completion or substantial completion of the improvements and shall send a copy thereof to the Municipal Engineer and where applicable to the homeowners' association and each member of its Board of Directors, or in the case of the residential development without a homeowners' association, to each property owner within the development, by certified mail. The Municipal Clerk shall, upon receipt of a developer's request, notify the following that a request for reduction/release has been received: governing body members, Township Administrator, Construction Code Official, Township Planner, and Board of Health. Anyone having information as to why the governing body should not comply with the developer's request must submit a written report to the governing body, in care of the Municipal Clerk, within 30 days.
- E. Release. The governing body shall approve, partially approve or reject the improvements on the basis of the report from the Municipal Engineer and shall notify the obligor, in writing, by certified mail, of the contents of the Engineer's report and the action of the governing body not later than 65 days after the receipt of the notice of the obligor of the completion or substantial completion of the improvements. Failure of the governing body to send or provide such notification to the obligor within the 65 days shall be deemed to constitute approval of the improvements and the obligor and surety, if any, shall be released from all liability pursuant to the performance guaranty for such improvements.
- F. Conditions for acceptance of improvements. The approval of any application for development by the Township shall in no way be construed as acceptance of any street or drainage system or any other improvement, nor shall such approval obligate the Township in any way to maintain or exercise jurisdiction over such street or drainage system or other improvement. No improvement shall be accepted by the governing body unless and until all of the following conditions have been met:
- (1) The Township Engineer shall have certified in writing that the improvements are complete and that they comply with the requirements of this chapter.
 - (2) The final application for development shall have been approved by the Planning Board.

- (3) The owner shall have filed with the governing body a maintenance guaranty in an amount equal to not more than 15% of the original estimate of the cost of installing the improvements. The maintenance guaranty shall run for a period of two years. The procedures and requirements governing such maintenance guaranty shall be identical with the procedures and requirements for a performance guaranty set forth in this chapter. The requirements for a maintenance guaranty may be waived by the governing body only if the Township Engineer has certified that the improvements have been in continuous use for not less than two years from the date the Township Engineer certified completion of such improvements and that during this period the owner has maintained the improvements in a satisfactory manner.
- G. All inspections of sanitary sewer installations to be connected with or become a part of the Township of Robbinsville Utilities Department system must be inspected and approved, in writing, by the engineer for said Utilities Department before the Township Engineer may certify that improvements are complete. All notices given to the Township Engineer's office relating to the inspection of sanitary sewers as defined above shall be transmitted to the Utilities Department's engineer by the Township Engineer, and the Utilities Department's engineer shall be paid for his inspection work from any funds posted by any developer for his work in inspecting and approving sanitary sewer installations as defined herein.
- H. Notwithstanding any provisions set forth above concerning the responsibilities of the Township Engineer with respect to installation of, location of and inspection of sanitary sewer lines, the procedures set forth below shall apply as follows:
- (1) All estimates for the cost of construction of sanitary sewer lines, if the same are part of the public improvements referred to in this § 142-85, shall be made by the engineer for the Township of Robbinsville Utilities Department and filed with the Township and the Township Engineer, which sums shall be included with and added to the Township Engineer's estimate for the cost of all other public improvements to be used in determining the amount of the performance guaranty to be posted, the cash deposit for inspections and tests and the maintenance bond made in favor of the Township of Robbinsville and the Township of Robbinsville Utilities Department where sewers are involved.
 - (2) The Township of Robbinsville Utilities Department's engineer shall inspect the installation of all sewer lines within a development or Township right-of-way and the roadway backfill material up to two feet above the pipe. The Township's Engineer will inspect the remainder of the backfill in the public right-of-way.
 - (3) The Township of Robbinsville Utilities Department's engineer will certify to the Township of Robbinsville Utilities Department, the Township and the Township's Engineer that the sanitary sewer line was constructed in accordance with the Township of Robbinsville Utilities Department's rules and regulations, including backfilling up to two feet above the pipe and that the sanitary sewer main has been tested and approved. The Township's Engineer will certify all other public improvements to the Township and as to the sanitary sewer lines will certify the proper location of the line and in any areas in public rights-of-way which are to be paved, will certify that all backfilling from two feet above the pipe to the surface was properly done.
 - (4) Both the Township of Robbinsville Utilities Department's engineer and the Township's Engineer will be paid from the same fund for inspection fees held by the Township. The Township's Engineer will bill the Township directly; the Utilities

Department's engineer will bill the Utilities Department, which will then bill the Township for reimbursement from the fund held by the Township.

- I. The Robbinsville Township Planning Board shall accept as final, subject to the approval of the Township's Engineer, the Township of Robbinsville Utilities Department's decision as to the location and specifications with respect to any sewer lines in a proposed development.
- J. In the event that other public improvements or other utility lines are constructed such that they encroach into the sanitary sewer trench, the Township's Engineer shall certify that the area of encroachment was backfilled properly and that the pipe was supported properly in accordance with the Township of Robbinsville Utilities Department's rules and regulations and any other law applicable.
- K. The general areas of the Township where sewer service will be provided shall be established by joint agreement between the Township of Robbinsville Utilities Department and the Township of Robbinsville, subject to the rules and regulations of the County of Mercer, if any.
- L. Notwithstanding anything hereinbefore or hereafter stated in Subsections H, I, J, K and L, in all situations where sanitary sewer construction is included in a developer's plans, all bonds will name the Township of Robbinsville, a municipal corporation and the Township of Robbinsville Utilities Department jointly as obligees.
- M. Developer's agreement.
 - (1) Prior to the signing and recording of final major subdivision plats and as a condition of final site plan approval in the case of a site plan, the developer shall enter into an agreement with the governing body. This agreement shall be in a form that is acceptable to the Township Attorney and one in which the developer agrees to abide by the terms and conditions of the Board approval, construct the required improvements in accordance with the approved plans, agree to maintain the constructed improvements, including but not limited to streets and roads, payment of streetlighting charges, snow removal, maintenance of storm drainage, sewer and water facilities. The developer also shall agree that, in the event the improvements are not maintained, the Township can utilize the cash portions of the performance guarantees to immediately attend to items presenting a safety hazard.