

## Chapter 900



## Fees, Guarantees, and Inspections

**901 FEES**

A. Every application for development shall be accompanied by check payable to the City of Wildwood in accordance with the following schedule.

**CITY OF WILDWOOD  
PLANNING and ZONING BOARD  
APPLICATION & ESCROW FEES**

Note: All fees and appearances by Professionals subject to executed Escrow Agreement for payment of all applicable fees.

	Application Fee	Escrow Fee
1. Administrative Review	\$500.00	\$1,000.00
2. Minor Subdivision Application:		
a. By Right Application	\$525.00	\$750.00 + \$50/lot
b. Application With Variances	\$750.00	\$1,500.00 + \$50/lot
3. Preliminary Major Subdivision	\$750.00	\$3,000.00 + \$50/lot
4. Final Major Subdivision	\$500.00	\$3,000.00
5. Extension of Preliminary or Final Subdivision Approval:	\$300.00	\$400.00 + \$50/lot
6. Minor Site Plan:	\$525.00	\$3,500.00
7. Major Site Plan:		
a. Preliminary Major Site Plan Approval for Residential Uses	\$750.00	\$4,000.00 + \$50/unit
b. Final Major Site Plan Approval for Residential Uses	\$500.00	\$3,000.00 + \$50/unit
c. Preliminary Major Site Plan Approval for Commercial Uses	\$750.00	\$4,000.00

d. Final Major Site Plan Approval for Commercial Uses	\$750.00	\$3,000.00
8. Extension of Preliminary or Final Site Plan	\$525.00	\$1,200.00
9. Site Plan Revisions	\$375.00	\$500.00
10. Amendment to Master Plan or Zoning Ordinance	\$525.00	\$1,200.00
11. Appeal from Administrative Officer pursuant to N.J.S.A. 40:55D-70(a)	\$500.00	\$1,500.00
12. Interpretation of Zoning Map or Ordinance pursuant to N.J.S.A. 40:55D-70(b)	\$375.00	\$500.00
13. Bulk Variance pursuant to N.J.S.A. 40:55D-70(c):		
a. Existing undersized lot to be occupied by a new detached single-family dwelling	\$500.00	\$1,000.00
b. Alterations or additions to an existing detached single-family dwelling	\$500.00	\$1,000.00
c. All other bulk variances	\$750.00	\$1,200.00
14. Variance pursuant to N.J.S.A. 40:55D-70(d)	\$500.00	\$1,500.00
15. Planning Variance pursuant to N.J.S.A. 40:55D34 or 36	\$375.00	\$1,000.00
16. Conditional Use Approval pursuant to N.J.S.A. 40:55D-67	\$750.00	\$1,500.00

17. Informal Concept Plan Review pursuant to N.J.S.A. 40:55D-10.1	\$500.00	\$1,000.00
18. Certificate of Default Approval pursuant to N.J.S.A. 40:55D-50(b) and 73(b)	\$150.00	—
19. Certificate of Subdivision Approval pursuant to N.J.S.A. 40:55D-56	\$150.00	—
20. Certificate of Pre-existing Nonconforming Use or Structure pursuant to N.J.S.A. 40:55D-68		
a. Issued by the Administrative Officer	\$150.00	----
b. Issued by the Board of Adjustment	\$500.00	\$1,000.00
21. Certificate of Appropriateness	\$150.00	—
22. Zoning Permit Application:	See Ordinance 1044-16	
23. As-Built Certification:		
a. As-built Certification or CO Inspection	\$75.00	\$200.00
b. Reinspection for Final As-Built Zoning Certification	\$50.00	\$200.00
24. Application to Flood Damage Prevention Appeal Board	\$500.00	\$1,000.00
25. Appeal of the decision of the Bulkhead Inspector, as per Ordinance No. 506-00	\$750.00	\$1,200.00
26. Request for Reapproval of an expired Subdivision	50% of Original	50% of Original
27. Permit Issued Pursuant to N.J.S.A. 40:55-34 and 36	\$250.00	\$350.00

28. Waiver Request from Checklist Item or Design Standards	\$100.00 each	\$550.00 each
29. Tax Map Changes from Subdivision	\$500.00	-----
30. Special Meeting Requested by Applicant	\$500.00	\$1,200.00
31. Inspection as required by Condition of Approval or by Court Order or Prior to Sale of Property	\$125.00	\$1,200.00
32. Performance or Maintenance Bond Review	\$75.00	\$175.00
33. Engineer Inspection Fees		
a. Less than 5 square yards of improvements	----	Minimum Fee of \$350.00
b. Greater than 5 square yards of improvements	----	As Required by N.J.S.A. 40:55D-53(h)
c. Reinspection of Improvements	----	\$600.00
34. Redevelopment Plan as requested by private party (subject to escrow agreement for all costs related to preparation & adoption of a redevelopment plan.	\$1,500.00	Initial Deposit of \$10,000.00
35. Review of Grading Plan by Board Engineer	\$75.00	\$850.00

B. The application charge is a flat fee to cover administrative expenses. The City may establish an escrow account to cover the cost of professional services including engineering, planning, legal and other expenses associated with the review of 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 within 15 days.

- C. Where one application for development includes several approval requests, the sum of the individual required fees shall be the required fee.
- D. Each applicant for subdivision or site plan approval shall agree in writing to pay all reasonable costs for professional review of the application and for inspection of the improvements. All such costs for review and inspection must be paid before any approved plat, plan, or deed is signed or any construction permit is issued and all remaining costs must be paid in full before any occupancy of the premises is permitted or a Certificate of Occupancy is issued.
- E. Request for Transcription of Tapes: The Applicant will be responsible for the costs of the transcription as provided by third party who is determined by the Planning Board Secretary. The Planning Board Secretary will provide the tape to the third party for transcription upon written request from the applicant. The applicant can provide transcription services by private third party, provided that a copy of the transcript is provided to the Planning Board Secretary upon completion.
- F. If an applicant desires a court reporter, the cost for taking testimony and transcribing it and providing a copy of the transcript to the City shall be at the expense of the applicant who shall arrange for the reporter's attendance.

902 **GUARANTEES AND INSPECTIONS**

A. Performance Guarantee For On-Tract and Off-Tract Improvements

1. **Generally.** In the event any final site plan approval, final subdivision plat, or recording of minor subdivision deeds is conditioned upon the installation of any on-tract or off-tract improvements pursuant to this Chapter, the developer shall furnish a performance guarantee in favor of the municipality in an amount not to exceed 120% of the cost of installation of only those improvements required by an approval, developer's agreement, ordinance, or regulation to be dedicated to a public entity, and that have not yet been installed, which cost shall be determined by the municipal engineer, according to the method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4), for the following improvements as shown on the approved plans or plats:
  - a. Streets.
  - b. Pavement.
  - c. Gutters.
  - d. Curbs.
  - e. Sidewalks.
  - f. Street lighting.
  - g. Street trees.
  - h. Surveyor's monuments, as shown on the final map and required by "the map filing law", P.L.1960, c.141 (C.46:23-9.9 et seq.; repealed by section 2 of P.L.2011, c.217) or N.J.S.A. 46:26B-1 through N.J.S.A. 46:26B-8.
  - i. Water mains.
  - j. Sanitary sewers.
  - k. Community septic systems.
  - l. Drainage structures.
  - m. Public improvements of open space.
  - n. Any grading necessitated by the preceding improvements.

The Municipal Engineer shall prepare an itemized cost estimate of the improvements covered by the performance guarantee, which itemized cost estimate shall be appended to each performance guarantee posted by the obligor.

2. **Perimeter Buffer Landscaping.** The City requires the developer to furnish a performance guarantee to include privately-owned perimeter

buffer landscaping within an approved phase or section of a development. At the developer's option, a separate performance guarantee may be posted for the privately-owned perimeter buffer landscaping.

3. **Temporary Certificate of Occupancy Guarantee.** In the event that the developer shall seek a temporary certificate of occupancy for a development, unit, lot, building, or phase of development, as a condition of the issuance thereof, the developer shall furnish a separate guarantee, referred to herein as a "temporary certificate of occupancy guarantee", in favor of the municipality in an amount equal to 120% of the cost of installation of only those improvements or items which remain to be completed or installed under the terms of the temporary certificate of occupancy and which are required to be installed or completed as a condition precedent to the issuance of the permanent certificate of occupancy for the development, unit, lot, building or phase of development and which are not covered by an existing performance guarantee.

Upon posting of a "temporary certificate of occupancy guarantee," all sums remaining under a performance guarantee, required pursuant to subparagraph (1) of this section, which relate to the development, unit, building, or phase of development for which the temporary certificate of occupancy is sought, shall be released. The scope and amount of the "temporary certificate of occupancy guarantee" shall be determined by the Municipal Engineer. The City will not hold more than one guarantee or bond of any type with respect to the same line item. The "temporary certificate of occupancy guarantee" shall be released by the City upon the issuance of a permanent certificate of occupancy with regard to the development, unit, lot, building, or phase as to which the temporary certificate of occupancy relates.

4. **Safety and Stabilization Guarantee.** The City requires a developer to furnish a "safety and stabilization guarantee," in favor of the municipality. The developer may furnish the "safety and stabilization guarantee" either as a separate guarantee or as a line item of the performance guarantee. A "safety and stabilization guarantee" shall be available to the municipality solely for the purpose of returning property that has been disturbed to a safe and stable condition or otherwise implementing measures to protect the public from access to an unsafe or unstable condition, only in circumstances that:

- a. Site disturbance has commenced and, thereafter, all work on the development has ceased for a period of at least 60 days following such commencement for reasons other than force majeure, and
- b. Work has not recommenced within 30 days following the provision of written notice by the municipality to the developer of the municipality's intent to claim payment under the guarantee. A municipality shall not provide notice of its intent to claim payment under a "safety and stabilization guarantee" until a period of at least 60 days has elapsed during which all work on the development has ceased for reasons other than force majeure. A municipality shall provide written notice to a developer by certified mail or other form of delivery providing evidence of receipt.

The amount of a "safety and stabilization guarantee" for a development with bonded improvements in an amount not exceeding \$100,000 shall be \$5,000.

The amount of a "safety and stabilization guarantee" for a development with bonded improvements exceeding \$100,000 shall be calculated as a percentage of the bonded improvement costs of the development or phase of development as follows:

\$5000 for the first \$100,000 of bonded improvement costs, plus two and a half percent of bonded improvement costs in excess of \$100,000 up to \$1,000,000, plus one percent of bonded improvement costs in excess of \$1,000,000.

The municipality shall release a separate "safety and stabilization guarantee" to a developer upon the developer's furnishing of a performance guarantee which includes a line item for safety and stabilization in the amount required under this paragraph.

The municipality shall release a "safety and stabilization guarantee" upon the Municipal Engineer's determination that the development of the project site has reached a point that the improvements installed are adequate to avoid any potential threat to public safety.

5. **Maintenance Guarantee.** The City requires that a developer shall post with the municipality, prior to the release of a performance guarantee required pursuant to subparagraph (A), subparagraph (B), or both subparagraph (A) and subparagraph (B) of this subsection, a maintenance

guarantee in an amount not to exceed 15% of the cost of the installation of the improvements which are being released.

The developer shall post with the municipality, upon the inspection and issuance of final approval of the following private site improvements by the Municipal Engineer, a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the following private site improvements: stormwater management basins, in-flow and water quality structures within the basins, and the out-flow pipes and structures of the stormwater management system, if any, which cost shall be determined according to the method of calculation set forth in section 15 of P.L.1991, c.256 (C.40:55D-53.4).

The term of the maintenance guarantee shall be for a period not to exceed two years and shall automatically expire at the end of the established term.

6. **Improvements To Be Owned or Bonded by Other Agencies.** In the event other governmental agencies or public utilities will automatically own the utilities to be installed, or the improvements are covered by a performance or maintenance guarantee to another governmental agency, no performance or maintenance guarantee, as the case may be, shall be required by the City for such utilities or improvements.
7. **Inspection Fees.** The developer shall reimburse the City for reasonable inspection fees paid to the Municipal Engineer for the foregoing inspection of improvements; which fees shall not exceed the sum of the amounts set forth in subparagraphs (a) and (b) of this paragraph. The City may require the developer to post the inspection fees in escrow in an amount:
  - a. Not to exceed, except for extraordinary circumstances, the greater of \$500 or 5% of the cost of bonded improvements that are subject to a performance guarantee under paragraph (A), paragraph (B), or both paragraph (A) and paragraph (B) of this section; and
  - b. Not to exceed 5% of the cost of private site improvements that are not subject to a performance guarantee under paragraph (A) of this section, which cost shall be determined pursuant to section 15 of P.L.1991, c.256 (C.40:55D-53.4).

For those developments for which the inspection fees total less than \$10,000, fees may, at the option of the developer, be paid in two installments. The initial amount deposited in escrow by a developer shall

be 50% of the inspection fees. When the balance on deposit drops to 10% of the inspection fees because the amount deposited by the developer has been reduced by the amount paid to the Municipal Engineer for inspections, the developer shall deposit the remaining 50% of the inspection fees.

For those developments for which the inspection fees total \$10,000 or greater, fees may, at the option of the developer, be paid in four installments. The initial amount deposited in escrow by the developer shall be 25% of the inspection fees. When the balance on deposit drops to 10% of the inspection fees because the amount deposited by the developer has been reduced by the amount paid to the Municipal Engineer for inspections, the developer shall make additional deposits of 25% of the inspection fees.

If the City determines that the amount in escrow for the payment of inspection fees, as calculated pursuant to 7(a) and 7(b) above is insufficient to cover the cost of additional required inspections, the City may require the developer to deposit additional funds in escrow provided that the City delivers to the developer a written inspection escrow deposit request, signed by the Municipal Engineer, which informs the developer of the need for additional inspections, details the items or undertakings that require inspection, estimates the time required for those inspections, and estimates the cost of performing those inspections.

### **903 PROCEDURE FOR SUBMITTING GUARANTEES**

- A. When required as a condition of approval, the following procedure shall be followed by developers for submitting performance guarantees, maintenance guarantees, “temporary certificate of occupancy guarantees”, and “safety and stabilization guarantees.”
  - 1. A performance guarantee estimate shall be prepared by the Municipal Engineer for review and approval, setting forth all required improvements as determined by the Board and their estimated cost, provided that no performance guarantee shall be required for the installation of utilities when said utility improvements will be installed by the applicable utility company. The cost of the installation of the required improvements shall be estimated by the Municipal Engineer based on documented construction costs for public improvements prevailing in the general area of the City.

The developer may appeal the Municipal Engineer's estimate to the City Commissioners. Any adjustment in the amount of the performance guarantee set by the Municipal Engineer shall be approved by resolution of the City Commissioners. The City Commissioners shall decide the appeal within 45 days of receipt of the appeal, in writing, by the City Clerk.

2. The applicant shall present two copies of the performance guarantee in an amount equal to 120% of the approved construction cost performance guarantee estimate for approval as to form and execution by the City Attorney. The performance guarantee estimates, as prepared and approved by the Municipal Engineer shall be appended to each performance guarantee posted by the obligor.
3. Any guarantee shall be made payable and deposited to the City of Wildwood and shall be in the form of cash, irrevocable letter of credit, certified check, or a surety bond in which the applicant shall be principal, the bond to be provided by an acceptable surety company licensed to do business in the State of New Jersey. Irrevocable letters of credit shall be accepted only pursuant to N.J.S.A. 40:55D-53.5. The City shall issue its receipt for such deposits and shall cause the same to be deposited in the name of the City to be retained as security for completion of all bondable on-tract and off-tract improvements and to be returned to the owner on completion of all required work or, in the event of default on part of the applicant, to be used by the City to pay the cost and expense of obtaining completion of all requirements or stabilization of the property.
4. Every guarantee shall contain a clause to the effect that the guarantee shall automatically renew upon the one-year date of issuance unless the financial institution issuing the irrevocable letter of credit or surety company issuing the surety bond notifies the City of Wildwood Planning Board Secretary by certified mail, 90 days in advance of the expiration or intended termination of the guarantee. Every performance guarantee shall contain a clause to the effect that a determination by the Municipal Engineer that the principal has defaulted in the performance of his obligation shall be binding and conclusive.
5. Public utility companies that post a performance bond will not be required to post a separate maintenance bond.

**904 INSPECTIONS AND TESTS**

- A. All site improvements and utility installations for both site plans and subdivisions shall be inspected during the time of their installation under the supervision of the City Engineer to insure satisfactory completion. The cost of said inspection shall be the responsibility of the owner/applicant who shall pay the Planning Board Secretary for placement in a special trust fund account, fees in accordance with the City Engineer's estimation of said inspection costs pursuant to NJSA 40:55D-53(h) for the estimated costs for the required improvements for payment of the inspection costs. If inspection costs exceed such fund, the owner/applicant shall deposit with the Planning Board Secretary additional sums upon notice from the City Engineer. The Planning Board Secretary 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 except that the inspection fee shall in no case be less than \$100.
  
- B. In no case shall any paving work be done without permission from the City Engineer. At least two (2) working days' notice shall be given to the City Engineer prior to any construction so that he/she or a qualified representative may be present at the time the work is to be done.
  
- C. Streets shall not be paved with a wearing course until all heavy construction is completed. Shade trees shall not be planted until all grading and earth moving is completed. The seeding of grass and the placing of surveyor's monuments shall be among the last operations.
  
- D. The City Engineer's office shall be notified prior to each of the following phases of work so that he/she or a qualified representative may inspect the work:
  - 1. Road sub-grade.
  - 2. Curb and gutter forms.
  - 3. Curbs and gutters.
  - 4. Road paving.
  - 5. Sidewalk forms.
  - 6. Sidewalks.
  - 7. Drainage pipes and other drainage construction.
  - 8. Street name signs.
  - 9. Monuments.
  - 10. Sanitary sewers.
  - 11. Detention and/or retention basins.

12. Topsoil, seeding and planting.

13. Underground utilities.

E. Any improvement installed contrary to the plan or plat approval by the City shall constitute just cause to void the municipal approval.

F. Any improvement installed without notice for inspection pursuant this section shall constitute just cause for:

1. Removal of the un-inspected improvement;

2. The payment by the developer of any costs for material testing;

3. The restoration by the developer of any improvements disturbed during any material testing; and/or

4. The issuance of a 'stop work' order by the City Engineer pending the resolution of any dispute.

G. Inspection by the City of the installation of improvements and utilities shall not subject the City of Wildwood 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/applicant and his/her contractor, if any.

H. 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 City Commission in writing, by certified mail in care of the Planning Board Secretary, of the completion or substantial completion of the improvements and shall simultaneously send a certified copy thereof to the City Engineer. Within 20 working days of receipt of the notice, the City Engineer shall inspect all the improvements of which such notice has been given and file a detailed report, in writing, with the City Commission, indicating either approval, partial approval or rejection of such improvements with a statement of the reasons for any rejection. The general condition of the site shall also be considered. The costs of the improvements as approved or rejected shall be set forth.

I. Maintenance during construction.

Owners, applicants, contractors for the applicant/owner, and property developers shall comply with the following maintenance requirements pending completion of the construction of the project:

1. The perimeter of the site, with the exception of the entrance way, shall be surrounded by a four (4) foot high orange or another high-color visible snow/construction fence.
2. A silt fence, similar to the above and in accordance with local Soil Conservation District approval, shall be erected within the area enclosed by the snow/construction fence. It shall also surround the construction area with the exception of the entrance area. A locked gate shall serve the entrance area.
3. A leak-proof, metal dumpster or trash box, at least eight (8) by eight (8) foot in size, shall be placed on the site for construction debris. Said container or trash box and surrounding areas shall be cleaned on a daily basis and covered at the conclusion of the work day. A separate container for the recycling of Designated Recyclable Materials as required by the Cape May District solid Waste Management Plan shall also be provided and maintained.
4. All sidewalks and streets within the immediate vicinity of the development project shall be left in a broom-clean condition on a daily basis at the conclusion of the work day. All streets shall be clear of any potential auto-tire hazards.
5. No construction material shall be placed in or upon the street or sidewalk area surrounding the project. No metal dumpster or trash box shall be placed in or upon the street or sidewalk area surrounding the project.
6. All grass and weeds on the property shall be mowed and cleared of the property on a regular basis and the property site shall be maintained free of debris.
7. The project developer shall exercise due care to prevent dirt or debris from the project's site from entering into any stormwater infrastructure system or any receiving waters of the State of New Jersey, in accordance with Chapter 600.

8. Sidewalks and curbs shall be maintained in a safe & passable manner at all times.
9. One (1) sign, 1 foot by 1 foot, shall be prominently displayed on the site advising of the name of person responsible for the project, address and immediate contact telephone number. The name shall display a natural person, not a corporation, partnership, or liability corporation. Applicant/owner are required to be mindful of site safety is their responsibility. All construction sites shall have designated an individual responsible for construction site safety during the course of site improvements pursuant to N.J.A.C. 5:23-2.21(e) of the N.J. Uniform Construction Code and CFR 1926.32(f) (OSHA Competent Person).

J. Final Construction Site Clean-up

All applicants and/or their contractors shall remove all equipment, materials and or all other construction-related debris from the site when completed. Any damage to private property, such as but not limited to, fences, lawns, driveways, parking areas, curbing, landscaping and sidewalks, shall be repaired to a condition equal to or better than the condition prior to initiation of construction. All depressions, whether on public or private property, occurring during and because of construction of the project shall be repaired. All obstructions in watercourses and drainage systems shall be removed from the construction area. If a complaint is received by the City regarding damage to private property, and as determined by the City Engineer, the damage shall be repaired by the applicant/developer to the satisfaction of the City Engineer. The performance and maintenance surety provided for in the Chapter shall also be used or can be applied to repair damage to private property as a result of the applicants/developer construction, as determined by the City Engineer. The City Engineer shall be permitted to apply any inspection fees and or escrow costs to the resolution of a property damage claim.

**905 RELEASE OF GUARANTEES AND INSPECTION ESCROW**

- A. The City Commission shall, by resolution, approve, partially approve or reject the improvements, on the basis of the report from the City Engineer, and shall notify the obligor, in writing, by certified mail, of the Engineer's report and the action of the City Commission, 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 City Commission 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 the surety, if any, shall be released from all liability pursuant to the performance guarantee for such improvements.

1. Where partial approval is granted, the obligor shall be released from all liability pursuant to the performance guarantee for such improvements, except for that portion adequately sufficient to secure provision of the improvements not yet approved; provided that 30% of the performance guarantee posted may be retained to ensure the completion of all improvements and that said 30% may be applied against all improvements, regardless of when completed.
2. If any portion of the required improvements is rejected, the obligor shall complete such improvements and, upon completion, shall notify the City Commission as specified herein above and the same procedures shall be followed as in the first instance.
3. Bonds, if any, shall be released first; cash shall be released last.

#### B. Conditions and Acceptance of Improvements

The approval of any application for development by the City shall in no way be construed as acceptance of any street or drainage system, or any other improvement, nor shall such approval obligate the City in any way to exercise jurisdiction over such street or drainage system or other improvement. No improvement shall be accepted by the City Commission unless and until all of the following conditions have been met:

1. The City Engineer shall have certified in writing that the improvements are completed and that they comply with the requirements of this Ordinance;
2. The final application for development shall have been approved by the Board;
3. The owner/applicant shall have filed with the City Commission a maintenance guarantee, if required. The maintenance guarantee shall run for a period of two (2) years. The procedures and requirements governing such maintenance guarantee shall be identical with the procedures and requirements for a performance guarantee set forth in this Ordinance. The requirements for a maintenance guarantee may be waived by the City Commission only if the City Engineer has certified that the improvements have been in continuous use for not less than two (2) years from the date

the City Engineer certified completion of such improvements and that during this period the owner has maintained the improvements in a satisfactory manner; and

4. An "as built" plan and profiles of all utilities and roads (three (3) black and white prints plus a Mylar copy to be sent to the City Engineer), with certification signed and sealed by a New Jersey licensed professional engineer as to the actual construction as approved by the City Engineer, shall be provided.
5. The owner/applicant shall be responsible for the maintenance and repairs required at the site for a period of two (2) years following completion of construction as further set forth in this Ordinance. Plant materials must be warranted for a minimum of six (6) months for survival and subject to Maintenance Bond provisions found in this Chapter the applicant/developer of parcel for development.

C. Extension of Time

The time allowed for installation of the improvements for which the performance guaranty has been provided may, but need not, be extended by the City Commission by resolution, provided that the current cost of installation of such improvements shall first be re-determined by the City Engineer and if such current cost is found to be greater than the cost as originally determined, the applicant shall be required to increase the amount of its performance guaranty to an amount equal to 120% of the cost of installation as re-determined, as a condition of any such extension. In the event that the re-determined cost shall be less than the cost as originally determined, and in further event that the applicant's performance guaranty exceeds 120% of such re-determined costs, the applicant shall be entitled to a reduction of its performance guaranty to an amount equal to 120% of such re-determined costs.

- D. In the event that final approval is by stages or sections of development pursuant to subsection a. of section 29 of P.L.1975, c.291 (C.40:55D-38), the provisions of this section shall be applied by stage or section.
- E. To the extent that any of the improvements have been dedicated to the municipality on the subdivision or site plan, the municipal governing body shall be deemed, upon the release of any performance guarantee required by this chapter, to accept dedication for public use of streets or roads and any other improvements made thereon according to site plans and subdivision plats

approved by the approving authority, provided that such improvements have been inspected and have received final approval by the municipal engineer.

**906 WAIVERS**

Where due to special conditions, a literal enforcement of the provisions of this Chapter will result in unnecessary hardship or be detrimental to the stated goals and objectives of the City's development policy as expressed in this Ordinance, the Planning and/or Zoning Board may by resolution, grant such waiver from or adjustment in accordance with this Chapter.

**907 SEVERABILITY**

If the provisions of any section, subsection, paragraph, subdivision, or clause of this Ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this Ordinance.