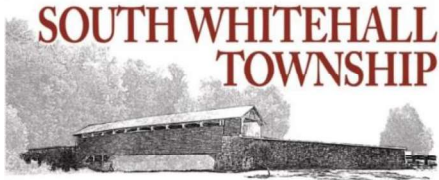


DATE RECEIVED: _____

FILE APPLICATION NO.: _____



CONDITIONAL USE APPLICATION

Project Name: _____

Project Location: _____

(Address and PIN)

Initial Application (Application Fee and Escrow Required) Resubmission (Complete pages 1-4 only. Resubmission Fee Required)

For: Planning Commission Board of Commissioners Targeted Meeting Date: _____

Application Category (check one):	Application Class (check one):
<input type="checkbox"/> Land Use/Development	<input type="checkbox"/> Betting Parlor Section 350-48(b)(3) <input type="checkbox"/> Incinerator Section 350-48(i)(1) <input type="checkbox"/> Motor Freight Terminal Section 350-48(m)(6) <input type="checkbox"/> Sanitary Landfill Section 350-48(s)(1) <input type="checkbox"/> Solar Energy Facility Section 350-48(s)(11) <input type="checkbox"/> Special Event Venue Section 350-48(s)(14) <input type="checkbox"/> Warehousing and Distribution Section 350-48(w)(1) <input type="checkbox"/> Waste to Energy Facility Section 350-48(w)(2) <input type="checkbox"/> Waste Treatment Facility Section 350-48(w)(3) <input type="checkbox"/> Wind Energy Facility Section 350-48(w)(5)
<input type="checkbox"/> TND Land Development	<input type="checkbox"/> Active Adult Neighborhood Development Section 350-31(f)(5) <input type="checkbox"/> Neighborhood Infill Development (Non-Residential) Section 350-31(f)(1) <input type="checkbox"/> TND – Commercial Retrofit Development Section 350-31(f)(3) <input type="checkbox"/> TND – Cottage Cluster Development Section 350-31(f)(2)(C)(ii) <input type="checkbox"/> TND – Industrial Retrofit and Infill Development Section 350-31(f)(4) <input type="checkbox"/> TND – Mobile Home Park Cluster Development Section 350-31(f)(2)(C)(iii) <input type="checkbox"/> TND – Residential Cluster Development Section 350-31(f)(2)(C)(i)
<input type="checkbox"/> Other	<input type="checkbox"/> Other _____

PROPERTY OWNER INFORMATION: (If a Corporation, list Corporation's name, address, and two officers.)

Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

APPLICANT INFORMATION: (If a Corporation, list Corporation's name, address, and two officers.)

Owner (same as above) Contract Purchaser Authorized Agent

Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

PROJECT DETAILS

<input type="checkbox"/> Residential	<u>EXISTING</u>	<u>CHANGES</u>	<u>PROPOSED</u>
Lots	_____	_____	_____
Single Family Dwellings	_____	_____	_____
Semi-Detached Dwellings (Twins, Two-Flats)	_____	_____	_____
Single Family Attached Dwellings (Townhomes)	_____	_____	_____
Multi-Family Dwellings (Apartments or Condos)	_____	_____	_____
New Road (in linear feet)	_____	_____	_____
Recreation/Open Space (in square feet)	_____	_____	_____

<input type="checkbox"/> Non-Residential	<u>EXISTING</u>	<u>CHANGES</u>	<u>PROPOSED</u>
Lots	_____	_____	_____
Gross Floor Area	_____	_____	_____
Building Height (maximum)	_____	_____	_____
Number of Stories (maximum)	_____	_____	_____
Parking Spaces	_____	_____	_____
Site Impervious Coverage (in square feet)	_____	_____	_____
New Road (in linear feet)	_____	_____	_____
Recreation/Open Space (in square feet)	_____	_____	_____
Description of Proposed Use	_____		

MINIMUM SUBMISSION REQUIREMENTS (PLEASE SEE SUBMISSION REQUIREMENTS BEGINNING ON PAGE 10)

The following required material is attached: (Where Applicable)

- Ten (10) paper sets of Sketch Plans sealed by a Pennsylvania licensed design professional.
- One (1) PDF set of Sketch Plans sealed by a Pennsylvania licensed design professional.
- Project Narrative.
- Letter of Title Certifying Owner of Record as of Date of Application.
- Completed W-9, Required Escrow Opening Information form, and Escrow Agreement
- Supplemental Documentation As Required:

A) _____

C) _____

B) _____

D) _____

Minimum Resubmission Requirements:

- Plans: PDFs plus 3 sets to Township Engineer and 5 sets to Township
- Supporting Documents: PDFs plus 1 set to Township Engineer and 1 set to Township.

Project Name: _____

SIGNATURES:

The undersigned represents that to the best of his knowledge and belief, all the above statements are true, correct and complete.

The undersigned further represents that except as otherwise specifically noted on the attached sheets, all proposed public improvements and facilities as shown on the Subdivision Plans, are to be improved, constructed and completed, or acceptable security shall be posted with the Municipality in sufficient amount to cover full estimated cost of construction thereof, prior to sale, transfer or agreement of sale of any subdivided parcel as shown on the plan.

The applicant and/or authorized agent agrees to appear to present the application to the Commission at any public hearing the Commission holds on the application.

Signature of Applicant

Printed Name

Date

COPYRIGHTED MATERIALS STATEMENT: The applicant warrants that he/she/it has the right to grant permission and does in fact provide permission to the Township to publish, use, and/or distribute any copyrighted materials (including plans) submitted as part of this application and which may be provided at any time to the Township for the approval and completion of the project. Such permission is required for the purpose of providing information to the public. Copyrighted material may be posted on the Township website and available for viewing at public meetings.

Signature of Applicant

Printed Name

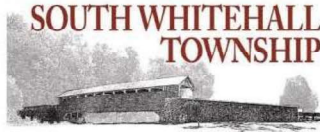
Date

Signature of Engineer

Printed Name

Date

SUBMIT APPLICATION PACKAGE TO: SWT PLANNER, COMMUNITY DEVELOPMENT DEPT.



REQUIRED ESCROW ACCOUNT OPENING INFORMATION

INFORMATION REQUIRED IN ORDER TO OPEN ESCROW ACCOUNT PLEASE PRINT LEGIBLY AND FILL OUT FORM COMPLETELY

For Individuals, please fill in the information requested in the box below:

PLEASE NOTE	If the individual has a Tax Identification Number (TIN), please provide, with this completed form, the following: A completed Form W-9 Request For Taxpayer Identification Number And Certification.
	If the individual does not have a TIN, please provide, with this completed form, the following: A completed Form W-8EN Certificate of Foreign Status of Beneficial Owner for United States Tax Witholding. Supporting documentation when required to certify the foreign status of the individual.

INDIVIDUAL'S NAME: _____ **DATE OF BIRTH (MM/DD/YYYY):** _____

PHYSICAL ADDRESS (PO Box not acceptable): _____

TELEPHONE NUMBER: _____ OCCUPATION/PROFESSION: _____

TAX IDENTIFICATION NUMBER: _____ TAX IDENTIFICATION NUMBER TYPE: TIN SSN

COUNTRY OF CITIZENSHIP: _____ ARE YOU A LEGAL RESIDENT OF THE UNITED STATES: YES NO

DO YOU CONDUCT BUSINESS IN NON-US COUNTRIES? YES NO

IF YES, PLEASE LIST THEM: _____

I certify that the above information is correct and true to the best of my knowledge.

SIGNATURE: _____ **DATE:** _____

For Non-Individual Entities (corporations, etc.), please fill in the information requested in the box below:

NOTE	Please provide, with this completed form, a completed Form W-9 Request For Taxpayer Identification Number And Certification, signed by an authorized individual for the non-individual entity.
-------------	---

NON-INDIVIDUAL ENTITY'S NAME: _____

PHYSICAL ADDRESS (PO Box not acceptable): _____

TELEPHONE NUMBER: _____ ENTITY FORMATION DATE: _____

TAX IDENTIFICATION NUMBER: _____ TAX IDENTIFICATION NUMBER TYPE: EIN TIN SSN

COUNTRY OF REGISTRATION: _____ STATE OF REGISTRATION: _____

DESCRIPTION OF BUSINESS SERVICES PROVIDED: _____

ARE YOU AN INTERNET GAMBLING BUSINESS: YES NO

DO YOU CONDUCT BUSINESS IN NON-US COUNTRIES? YES NO

IF YES, PLEASE LIST THEM: _____

I certify that the above information is correct and true to the best of my knowledge.

SIGNATURE: _____ **DATE:** _____

SOUTH WHITEHALL TOWNSHIP
ESCROW AND REIMBURSEMENT AGREEMENT
(Not For Use With Subdivision/Land Development Applications)

THIS AGREEMENT is made this _____ day of _____, 20____, by and between **SOUTH WHITEHALL TOWNSHIP**, Lehigh County, Pennsylvania, with offices located at 4444 Walbert Avenue, Allentown, PA 18104 (hereinafter referred to as "**Township**") and _____ having an address of _____ (hereinafter referred to as "**Applicant**").

BACKGROUND

A. *[Use when relevant to Application]* Applicant is the legal or equitable owner of certain PIN(s) _____, and located at _____ within the _____ Zoning District (hereinafter referred to as the "**Site**").

B. Applicant has applied to the Township requesting action or consultation (hereinafter referred to as the "**Application**") on a matter which requires the posting of funds in escrow pursuant to the South Whitehall Township Escrow and Reimbursement Policy.

C. The South Whitehall Township Escrow and Reimbursement Policy requires the Applicant to pay certain sums into an escrow account, the purpose of which is to reimburse the Township for all out-of-pocket costs incurred by the Township in addressing the Application.

DETAILS OF AGREEMENT

NOW, THEREFORE, intending to be legally bound the parties agree as follows:

1. **Authorization of Review.** Applicant authorizes the Township, along with its professional consultants, to review the Application and take any such action as the Township may deem to be necessary or appropriate with respect to the request set forth in the Application.

2. **Reimbursement of Township Expenses.** Applicant acknowledges that the Township will incur costs and fees relating to the Application (defined below as "Township Expenses"). Applicant hereby agrees to pay and/or reimburse Township for such Township Expenses. This obligation for reimbursement of Township Expenses shall not be limited to the amount placed in escrow with the Township.

3. **Reimbursable Township Expenses.** Applicant shall pay for all out-of-pocket costs incurred by the Township in addressing the request set forth in the Application (collectively "Township Expenses"). Said Township Expenses include but are not limited to advertising expenses, filing fees, postage fees, and all fees and expenses of the Township's professional consultants. Professional consultant fees may include but are not limited to the following, where applicable: (a) review of any and all plans, proposals, emails, memoranda, studies, correspondence, and other documents, regardless of medium, relating to the Application; (b) attendance at any and all meetings (public or otherwise) relating to the Application; (c) preparation of any documents related to the Application, including, but not limited to: correspondence, emails, memoranda, studies, reports, plans, surveys, agreements, deeds, declarations, easements, and other legal documents; and (d) monitoring, testing, and inspecting of the work conducted by Applicant and/or its agents, contractors, representative, or employees in conjunction with the Application.

4. **Escrow Account.**

(a) Applicant hereby agrees to deposit with Township the sum of _____

_____ Dollars (\$_____.00) as security for the payment of

Township Expenses; said sum shall be delivered to the Township upon execution of this Agreement and will be held by the Township in an interest-bearing account ("**Escrow Account**"). The Township reserves the right to demand at any time that the Escrow Account balance be increased if the Township determines in its sole discretion that the remaining balance may be insufficient to cover Township Expenses. Should the Township determine that an increase in the Escrow Account balance is necessary, the Township may elect to stop work on the Application until the Escrow Account balance has been increased.

(b) Upon the Township forwarding to Applicant an invoice for Township Expenses, Township is authorized to withdraw monies from the Escrow Account to cover the Township expenses set forth in such invoice. Ordinarily, the Township will exercise this right, and the invoices being provided to Applicant are for informational purposes. However, if at any time the Escrow Account is insufficient to cover all or any part of an invoice for Township Expenses, and the Township informs Applicant of this fact, Applicant shall pay Township the amount of any such shortfall in funds in the Escrow Account; any such sum not paid within twenty (20) days of the invoice date shall incur a finance charge of one percent (1%) per month compounded monthly until such sums have been paid. Applicant's obligation to pay invoices for which there are insufficient funds in the Escrow Account is in addition to Applicant's obligation to replenish the Escrow Account balance if required to do so in accordance with subparagraph (a) above.

(c) Applicant agrees and covenants that in case of either voluntary or involuntary bankruptcy of Applicant, the Escrow Account is not considered to be a part of the bankruptcy estate of Applicant, but rather a separate escrow in the name of Township, subject, nevertheless, to the terms and conditions contained within this Agreement.

5. **Release of Escrow Funds.** Applicant and Township agree that funds remaining in the Escrow Account shall be returned to Applicant upon written request to the Township Manager after either: (i) all Township work concerning the Application is completed and all Township Expenses have been paid; or (ii) Applicant withdraws the Application and all Township Expenses have been paid.

6. **Final Action.**

(a) Applicant acknowledges and agrees that ordinarily, no final favorable action on the Application will occur until all Township Expenses have been paid.

(b) Applicant acknowledges and agrees that the purpose of this Agreement is to assure the Township that all Township Expenses are paid. It is not in any way a promise or guarantee to Applicant that the Township will act favorably on the Application in the manner suggested by Applicant, and in fact, it is possible that the Application could be denied in its entirety.

7. **Access to the Property.** By execution of this Agreement, Applicant acknowledges and agrees that if the Application involves real estate, Township employees, professional consultants, elected officials and appointed members of Township committees, commissions, boards, etc., may enter upon and inspect the Site for purposes related to the Application.

8. **Termination of Agreement.** Applicant may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to the Township that Applicant is withdrawing its Application. Upon receipt of such written notice to Township, Applicant shall only be liable to the Township for the Township Expenses for work performed prior to the end of this 15 day notice period, it being recognized that following receipt of such notice the Township will need to notify various persons to stop work on the Application, and that there may be some measure of "closeout" work necessary following notification of the withdrawn Application.

9. **Breach of Agreement**

(a) If Township determines that Applicant has violated this Agreement, it may give written notice to Applicant of such violation and demand corrective action sufficient to cure the violation. If Applicant fails to cure the violation within fifteen (15) days after notice thereof by the Township, Township may bring an action at law or in equity in a court of competent jurisdiction to enforce this Agreement. Applicant and Township further agree that Township shall have the right and privilege to sue Applicant for reimbursement of Township Expenses and/or to impose a municipal lien. Township's remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.

(b) All reasonable costs incurred by Township in enforcing this Agreement, including, without

limitation, costs and expenses of suit and reasonable attorneys' fees, shall be the responsibility of Applicant if Township substantially prevails.

(c) Forbearance by Township in exercising any of its rights under this Agreement in the event of any breach of any term of this Agreement by Applicant shall not be deemed or construed to be a waiver by Township of such terms, or of any subsequent breach of the same, or any other term of this Agreement, or of any of Township's rights under this Agreement. No delay or omission by Township in the exercise of any right or remedy upon any breach by Applicant shall impair such right or remedy or be construed as a waiver. Applicant hereby waives any defense of laches, estoppel, or prescription.

10. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the successors and assigns of Applicant. Applicant shall provide Township with at least thirty (30) days advance written notice of any proposed assignment of Applicant's rights and responsibilities under this Agreement. Any assignment by Applicant to a third party shall not relieve Applicant of any obligations under this Agreement, including without limitation the obligation to pay Township Expenses, unless the Township has affirmatively, in writing, agreed to relieve Applicant of such obligations. No such relief of Applicant from obligations to the Township shall be implied by circumstances, invoices, course of conduct, or otherwise; any such relief of the Applicant by the Township, which shall be in the sole discretion of the Township, shall occur only in a writing which explicitly states that Applicant is relieved of its obligations under this Agreement.

11. **Integration.** Applicant and Township acknowledge that this Agreement represents their full understanding as to reimbursement of Township Expenses, and any verbal or written representations or terms not contained herein are without effect.

12. **Choice of Law.** This Agreement and the Application it is a part of shall be governed by and construed under the laws of the Commonwealth of Pennsylvania and the Ordinances of South Whitehall Township. Applicant and Township hereby consent to the exclusive jurisdiction of the Court of Common Pleas of Lehigh County, Pennsylvania regarding any dispute arising out of or in connection with this Agreement.

13. **Interpretation.** If any ambiguity or ambiguities in this Agreement should be claimed by either Applicant or Township, or if any court of competent jurisdiction should determine that any ambiguity exists in this Agreement, any such ambiguity shall be resolved in favor of Township and against Applicant.

14. **Notices.** All notices, statements, requests, demands, consents, and other communications (each referred to herein as "Notice") permitted or desired to be made relative to this Agreement shall be given by one of the methods described in this paragraph. Notice shall be effective and deemed to have been received as follows: when actually received by any method including hand-delivery and facsimile; one day after deposit for overnight delivery with a nationally recognized courier requiring signature for receipt or providing tracking of delivery to a person at the recipient's address; two days following deposit with the U.S. Postal Service, postage prepaid, certified mail. All Notices shall be directed to the parties at the addresses shown in this Agreement. Any party may change its address for Notices under this Agreement by giving written Notice in like manner to the other party(ies), specifying that the purpose of the Notice is to change the party's address.

15. **Waiver.** Failure or repeated failure by Township to insist upon strict compliance with any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions; and nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times. In addition, if any Township staff member exercises leniency with Applicant in failing to strictly abide by the Township's rights under this Agreement, no such action shall negate or alter the rights of Township under this Agreement.

16. **Severability.** If for any reason one or more of the terms or provisions of this Agreement (or any portion(s) thereof) or their application to any person or circumstance shall be held by a forum of competent jurisdiction to be invalid, illegal, void, or unenforceable in any respect or to any extent, such terms and provisions shall nevertheless remain valid, legal, and enforceable in all other respects, and in all other jurisdictions, and to such extent as may be permissible; any such holding shall not bind any party hereto unless such party also was a party to the proceeding in which such holding was rendered by a forum of competent jurisdiction. In addition, any such offending provision shall not affect any other provision hereof, but this Agreement shall be construed as if such offending provision had never been contained herein and this Agreement shall remain valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused their signatures to be affixed and have affixed their hands and seals the day and year first set forth above.

Date:

APPLICANT:

Company/Entity Name

Printed Name (Individual or Company Contact Person and Title)

By: _____

Signature

Pursuant to South Whitehall Township Board of Commissioners Resolution No. _____, dated _____, 20_____ the undersigned is executing this Agreement on behalf of South Whitehall Township with full authority to do so.

Date:

SOUTH WHITEHALL TOWNSHIP

By: _____

Conditional Use Application

This is an application for Conditional Use Approval from the South Whitehall Township Board of Commissioners, the process and requirements for which are fully set forth in the Township Zoning Ordinance. Some of the provisions of the Zoning Ordinance that pertain to Conditional Uses are presented below in a way that is intended to assist you in presenting your application, however, you are solely responsible to comply with all the provisions of the Zoning Ordinance as fully set forth in the Zoning Ordinance.

350-18 THE GRANTING OF CONDITIONAL USES

(a) Purpose. It is hereby recognized that the establishment, maintenance and operation of certain uses may be necessary to serve the needs and convenience of the public and the Township, but that such uses may be adverse to the public health, safety and general welfare by reason of their inherent nature and/or operation and maintenance and, therefore, require special and proper consideration of, inter alia, the proposed Use, and characteristics of the surrounding area. Such uses are hereby declared to be Conditional Uses and may be permitted upon application to and approval by the Board of Commissioners provided said Use is shown as a Conditional Use in the zoning district schedule for the district in which the Use is located, in accordance with the requirements below. Before zoning approval is granted for any Use listed as a Conditional Use in this Ordinance, a site plan shall be reviewed by the Township Planning Commission and approved by the Township Board of Commissioners.

(b) Approval of Conditional Uses.

(1) The Board of Commissioners shall approve any proposed Conditional Use only if they find sufficient evidence that any proposed Use will meet:

(A) The design, characteristics, maintenance and operation of the Use are such that the public health, safety and general welfare will be protected and reasonable consideration is given to, among other things, the character and suitability of the location in question and the zoning district, traffic safety and road capacities, conservation of property values, preservation of the nature and quality of the environment;

(B) Consistent with the community development objectives articulated in the Zoning Ordinance (pursuant to Section 606 of the Municipalities Planning Code);

(C) Consistent with the statement of purpose articulated for the district in which the Use is proposed and promotes the harmonious and orderly development of such zoning district;

(D) Consistent with the South Whitehall Township Comprehensive Plan and Official Map;

(E) Compatible with the character and type of development existing in the area that surrounds the site and permitted in the underlying zoning district, in terms of the size, scale, height and bulk of the proposed uses and the size, shape and placement of Buildings and other Structures;

(F) Compatible with the uses permitted in the surrounding area and permitted in the underlying zoning district, in terms of the Density and/or Intensity of land Use;

(G) Reflective of sound engineering and land development design and construction principles, practices and techniques;

(H) Provide safe and efficient access to roads and will not create traffic congestion, hazardous traffic conditions or excessive traffic volumes;

(I) Provide continuity of existing circulation systems, including roads, sidewalks, and trails;

(J) Provide for adequate environmental controls and performance standards to minimize noise, vibration, glare, heat, odor, smoke, dust, fumes, vapors, gases, air emissions, water emissions and outdoor storage;

(K) Each Conditional Use shall adhere to the minimum standards specified for the particular Use by the applicable regulations of this Ordinance.

(L) All of the specific standards for the proposed Use, listed in Sections 350-30 or in 350-48.

(2) The Board of Commissioners shall hold hearings on and decide requests for such Conditional Uses in accordance with such General Standards and Specific Standards in Section 350-30 herein or in Section 350-48, as applicable. The hearing shall be conducted by the Board of Commissioners or the Board of Commissioners may appoint any member or an independent attorney as a hearing officer. The decision or, where no decision is called for, the findings shall be made by the Board of Commissioners. However, the appellant or the applicant, as the case may be, in addition to the Township, may, prior to the decision of the hearing, waive decision or findings by the Board of Commissioners and accept the decision or findings of the hearing officer as final.

(3) In granting a Conditional Use, the Board of Commissioners may attach such reasonable conditions and safeguards, in addition to those expressed in this ordinance, as it may deem necessary to implement the purposes of this Ordinance.

(c) Administration

(1) The Zoning Officer shall deny a zoning permit for the proposed development until written approval of the Township Board of Commissioners is obtained.

(2) All applicants for Conditional Use shall submit ten (10) sets of site plans sealed by a Pennsylvania licensed design professional.

(3) All site plans shall contain information otherwise required by the Township Subdivision and Land Development Regulations for a Sketch Plan. In addition, site plans for Incinerators, Sanitary Landfills, Waste to Energy Facilities, and Waste Treatment Facilities shall contain the following information as it pertains to the subject Lot(s) (and to the area within one (1) mile if the proposed facility is a Sanitary Landfill):

(A) The location of public and private water lines, supplies, wells, springs, streams, swamps, rivers and other bodies of water, and public and private sewer lines and septic systems;

(B) The location of underground and surface mines showing the extent of deep mine workings, elevation of the mine pool, and location of mine pool discharges;

- (C) The location of gas and oil wells;
- (D) The location of high-tension power line right-of-ways;
- (E) The location of pipeline right-of-ways,
- (F) The location of geologic and hydrologic features;
- (G) The Flood plain and location of the site or facility within that Flood plain, and storm water runoffs;
- (H) The location of public and private recreational areas;
- (I) A soils, geologic and groundwater report of the characteristics of the area where the proposed site or facility will be located;
- (J) The location of significant historical and architectural sites; and
- (I) Any other information needed in order to review compliance with the General Standards listed in ~~Section 350-41(e)~~ Section 350-18(b)(1) or Specific Standards listed in Sections 350-30 or in 350-48, as applicable.

(4) The Board of Commissioners, within ten (10) days of receipt of a completed submission, shall forward one copy of the site plan to the Zoning Officer, one copy to the Township Engineer, one copy to the South Whitehall Township Environmental Advisory Council and one copy to the Department of Community Development for review by the Township Planning Commission. Owners of real property situated within three hundred (300) feet of the proposed site or facility shall be sent a notice of the Planning Commission's review meeting not less than ten (10) days prior to the date fixed for review.

(5) The Zoning Officer shall, within thirty (30) days of receipt of a completed submission by the Township, review the plan and submission to determine compliance with this Ordinance, and submit a written recommendation to the Board of Commissioners.

(6) The Planning Commission shall, within thirty (30) days of receipt of a completed submission by the Township, review the plan and submission to determine compliance with this Ordinance, and submit a written recommendation to the Board of Commissioners.

(7) Failure of the Zoning Officer or the Planning Commission to submit a written report in a timely fashion shall not prevent the Board of Commissioners from hearing and deciding the request.

(8) Referral to the Planning Commission.

(A) The Board of Commissioners shall refer to the Township Planning Commission all applications for Conditional Uses.

(B) In its review of the Conditional Use, the Township Planning Commission shall determine compliance with the standards and criteria set forth in this Ordinance.

(C) In all cases the Township Planning Commission shall report in writing its findings and recommendations to the Board of Commissioners within thirty (30) days of receipt of a completed submission by the Township.

(D) The Board of Commissioners and Planning Commission shall establish mutually acceptable procedures to assure that the review is accomplished in time to permit the Board of Commissioners to make its required decision.

(E) Public notification shall be required prior to the hearing before the Board of Commissioners in accordance with Section 350-16(j)(1).

(9) Decision Findings.

(A) The Board of Commissioners shall render a written decision or make written findings (when no decision is called for) on the application within forty-five (45) days after the last hearing before the Board of Commissioners. Where the application is contested or denied, the decision shall be accompanied by findings of fact and conclusions based thereon, together with the reasons therefore. Any conclusion based on any provision of Act 170, as amended, or of this Ordinance, or of any other Ordinance, rule or regulation, shall contain a reference to the provision relied on and the reasons why the conclusion is deemed appropriate in light of the facts found.

(B) Where the Board of Commissioners fails to render the decision within the period required in paragraph (A) of this subsection (9) or fails to commence, conduct, or complete the required hearing as provided in Section 908(1.2) of the Pennsylvania Municipalities Planning Code (MPC), the decision shall be deemed to have been rendered in favor of the applicant, unless the applicant has agreed in writing or on the record to an extension of time. When a decision has been rendered in favor of the applicant because of the failure of the governing body to meet or render a decision as hereinabove provided, the Board of Commissioners shall give Public Notice of the decision within ten (10) days from the last day it could have met to render a decision in the same manner as required by the Public Notice requirements of the MPC. If the Board of Commissioners shall fail to provide such notice, the applicant may do so.

(C) A copy of the final decision or a copy of the finding (when no decision is called for) shall be delivered to the applicant. The Board of Commissioners shall provide (by mail or otherwise) a brief notice of the decision or findings and the statement of the place where the full decision findings may be examined to all other persons who have filed their names and addresses with the Board of Commissioners.

(10) Appeals. In general, all appeals for securing a review of this Ordinance or any decision, determination, order of the Board of Commissioners, its agencies or officers issued pursuant to this Ordinance, shall be in conformance with Article X-A of, the Municipalities Planning Code as amended.

Specific Standards for Conditional Uses

Consult the appropriate Use Schedule within South Whitehall Township Zoning Ordinance Section 350-48 to determine the specific Standards particular to the Use, or the appropriate TND Overlay District Section within Section 350-31.