



REZONING, CODE AMENDMENT & WAIVER REQUEST APPLICATION

Project Name: _____

Property Location: _____
(Address and PIN)

Application Category (check one):	Application Class (check one):	
<input type="checkbox"/> Code Text Amendment	<input type="checkbox"/> Zoning Ordinance <input type="checkbox"/> SALDO <input type="checkbox"/> Code or Policy Adoption Request <input type="checkbox"/> Other _____	Code Section Affected:
<input type="checkbox"/> Zoning Map Amendment	<input type="checkbox"/> Zoning Map <input type="checkbox"/> Overlay District	From: To: Type:
<input type="checkbox"/> Waiver Requests	<input type="checkbox"/> SALDO Review Process (Non-Residential) <input type="checkbox"/> SALDO Review Process (Residential) <input type="checkbox"/> Other _____	<u>SALDO Section 312-48 Applies</u> Use SALDO Section 312-12(b) for Plan Drawing Requirements. List any desired waivers or deferrals of sections within SALDO Section 312-12(b) or SALDO Articles V and VI in your Waiver Request Letter.
<input type="checkbox"/> Substantive Validity Challenge		
<input type="checkbox"/> Zoning Officer Preliminary Opinion		

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: _____

APPLICANT'S PROFESSIONAL SUPPORT INFORMATION (if applicable):

Engineer Surveyor Attorney Other: _____

Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

APPLICANT'S PROFESSIONAL SUPPORT INFORMATION (if applicable):

Engineer Surveyor Attorney Other: _____

Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

MINIMUM SUBMISSION REQUIREMENTS / CHECKLIST:

ALL SUBMISSION REQUIREMENTS MUST BE MET TO BE A COMPLETED SUBMISSION

<input type="checkbox"/> ZONING MAP AMENDMENT / REZONING REQUEST <input type="checkbox"/> Completed and Signed Application Form <input type="checkbox"/> Letter of Title Certifying Owner of Record as of Date of Application <input type="checkbox"/> Petition Narrative, Proposed Draft Ordinance (if available), and Supporting Documentation <input type="checkbox"/> Ten (10) Rezoning Plans on paper, One (1) in PDF, Drawn to Scale and Sealed by a Licensed Surveyor to show at a minimum: <input type="checkbox"/> Area to be rezoned and property lines <input type="checkbox"/> Proposed and existing zoning designation of the area to be rezoned <input type="checkbox"/> Existing and Proposed zoning district boundaries <input type="checkbox"/> Existing zoning of surrounding areas <input type="checkbox"/> Signed Escrow and Reimbursement Agreement <input type="checkbox"/> Completed W-9 Form to Establish Escrow <input type="checkbox"/> Completed Required Escrow Account Opening Information	<input type="checkbox"/> REQUEST TO WAIVE SALDO REVIEW PROCESS: <input type="checkbox"/> Completed and Signed Application Form <input type="checkbox"/> Project Narrative: scope of work, land use, existing and proposed impervious surface, water and sewer usage and disposal, anticipated traffic impacts, outside agency approval requirements <input type="checkbox"/> Waiver Request Letter: Include Sections within SALDO Section 312-12(b) or SALDO Articles V and VI to be waived/deferred, and justifications for each request <input type="checkbox"/> Ten (10) Site Plans on paper, one (1) in PDF, showing all details required by SALDO Section 312-12(b) <input type="checkbox"/> Satisfactory written evidence that that the applicant is making the request with the knowledge and approval of the property owner(s) <input type="checkbox"/> Signed Escrow and Reimbursement Agreement <input type="checkbox"/> Completed W-9 Form to Establish Escrow <input type="checkbox"/> Completed Required Escrow Account Opening Information
<input type="checkbox"/> CODE TEXT AMENDMENT: <input type="checkbox"/> Completed and Signed Application Form <input type="checkbox"/> Petition Narrative, Proposed Draft Ordinance (if available), and Supporting Documentation <input type="checkbox"/> Signed Escrow and Reimbursement Agreement <input type="checkbox"/> Completed W-9 Form to Establish Escrow <input type="checkbox"/> Completed Required Escrow Account Opening Information	<input type="checkbox"/> SUBSTANTIVE VALIDITY CHALLENGE <input type="checkbox"/> Completed and Signed Application Form <input type="checkbox"/> Petition Narrative and Supporting Documentation <input type="checkbox"/> Signed Escrow and Reimbursement Agreement <input type="checkbox"/> Completed W-9 Form to Establish Escrow <input type="checkbox"/> Completed Required Escrow Account Opening Information
<input type="checkbox"/> ZONING OFFICER PRELIMINARY OPINION <input type="checkbox"/> Completed and Signed Application Form <input type="checkbox"/> Plans and other materials describing the proposed use or development that shall provide the Zoning Officer reasonable notice of the proposed use or development and a sufficient basis for a preliminary opinion as to its compliance, as required by Section 916.2 of the PA MPC. <input type="checkbox"/> Signed Escrow and Reimbursement Agreement <input type="checkbox"/> Completed W-9 Form to Establish Escrow <input type="checkbox"/> Completed Required Escrow Account Opening Information	

LIST OF SUPPLEMENT MATERIAL SUBMITTED WITH THIS APPLICATION:

A) _____

C) _____

B) _____

D) _____

FEE SCHEDULE AND ESCROW REQUIREMENTS:

Application Category	Application Fee	Escrow Amount
Code/Zoning Text Amendment Request	Initial Application \$750 Resubmission* \$600	\$2,500
Code or Policy Adoption Request	\$500	\$2,500
Rezoning/Zoning Map Amendment Request	Initial Application \$750 Resubmission* \$600	\$4,000
SALDO Review Process Waiver Request (Non-Residential)	\$750	\$6,000
SALDO Review Process Waiver Request (Residential)	\$600	\$2,500
All Other Waiver Requests	\$500	Discretionary
Substantive Validity Challenge	\$750	\$3,000
Zoning Officer Preliminary Opinion	\$250	

Please Write Separate Checks For The Application Fee And Escrow Payable To "South Whitehall Township"

APPLICATION FEE: \$ _____ Check No. _____ **ESCROW:** \$ _____ Check No. _____

RESUBMISSION FEE*: \$ _____ Check No. _____

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 Land Development Plans (if applicable), 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

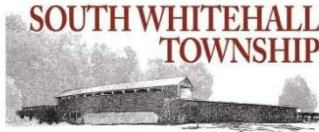
Date

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 Withholding. 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.
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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: _____