

Whitehall Township Site Review Application

FOR OFFICE USE ONLY

Index No.: _____

Submission Date: _____

PC Meeting Date: _____

90-Day Expiration: _____

PLEASE READ CAREFULLY

All applications, plans fees and support documents must be submitted at least **21 days** prior to the Planning Commission meeting. Applicants must submit **20 FOLDED** copies of their plan. The agenda for the Planning Commission will be limited to a maximum of 8 items. Occasionally a special meeting will be scheduled if determined necessary. THIS APPLICATION FORM MUST BE COMPLETED, IF NOT, THE SUBMISSION IS CONSIDERED INCOMPLETE AND WILL BE RETURNED VIA CERTIFIED MAIL AS UNACCEPTED; THUS, ALTERING THE ORDERLY REVIEW PROCESS. **PAGES 1-19 OF THIS APPLICATION MUST BE RETURNED TO THE TOWNSHIP. ALL OTHERS CAN BE RETAINED BY APPLICANT FOR INFORMATION.**

NAME OF DEVELOPMENT: _____

LOCATION: _____

ZONING DISTRICT: _____ PRESENT LAND USE _____

WHAT IS THE FLOOD INSURANCE RATE MAP (FIRM) INFORMATION:

Map / Panel Number: _____ Flood Zone(s): _____

TRAFFIC IMPACT ZONE: Yes No

TYPE OF PLAN REVIEW:

MINOR SUBDIVISION MAJOR SUBDIVISION LAND DEVELOPMENT

SPECIAL EXCEPTION* CONDITIONAL USE* OTHER

LEVEL OF PLAN REVIEW:

SKETCH PRELIMINARY FINAL

OWNER/APPLICANT:

OWNER: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

CONTACT: _____

APPLICANT (IF OTHER THAN OWNER): _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

CONTACT: _____

Is there an option to buy subject property? Yes No

If yes, indicate option expiration date: _____

ENGINEER/SURVEYOR:

NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

CONTACT: _____

ARE YOU REQUESTING A CURBING AND/OR SIDEWALK DEFERRAL WITH THIS PROPOSAL?

Yes** No

** If yes, you must complete and attach a "Curbing and/or Sidewalk Deferral" form AND SUBMIT APPROPRIATE FEES.

*For Special Exception and Conditional Uses, Complete Page 4 of this application.

PLAN REVIEW FEES (All fees must be rounded up to next whole number):

Minor Subdivision (up to and including 4 residential lots, residential zones only)

\$100.00 \$ _____

Major Subdivision/Land Development/Preliminary/Sketch Plan:

\$200.00, plus \$50.00 per acres or fraction thereof \$ _____

Final Plan Review Fee

\$100.00 \$ _____

Special Exception or Conditional Use:

\$150.00 – Single Family Residential \$ _____

\$500.00 – Residential – Up to & including 4 Units \$ _____

\$1,000.00 – All Other Appeals..... \$ _____

ACT 167 Stormwater Management Plan Drainage Reviews:

\$100.00 – Single Residential Lot \$ _____

*All others \$100.00 plus \$50.00 per acres/fraction thereof
– PLUS Developer responsible for **all** fees over initial amount

REIMBURSABLE ESCROW

Minor Subdivision (up to and including 4 residential lots, residential zones only)

\$500.00 \$ _____

Major Subdivision/Land Development/Preliminary/Sketch Plan

\$1,000.00, plus \$100.00 per acres or a fraction thereof \$ _____

- *NOTE:
1. The required fee and escrow must be paid in SEPARATE CHECKS.
 2. Interest will be accrued on the reimbursable escrow; therefore, the Township must report this interest to the Internal Revenue Service. To properly report this information, the attached Form W-9 must be completed and returned as part of your complete application package. Once again, if this is not included with the application the submission will be considered incomplete and returned.
 3. Fraction of an acre requires entire incremental amount.
 4. All commercial and/or industrial subdivisions are MAJOR subdivision.
 5. Attached escrow agreement and policy paperwork must be completed.

I (WE), THE UNDERSIGNED, HAVE RECEIVED AND ARE AWARE OF THE GUIDELINES, DEADLINES, APPROPRIATE ORDINANCES AND REGULATIONS PERTAINING TO THIS APPLICATION AND PLANS SUBMITTED.

Property Owner’s Signature

Applicant/Developer’s Signature

Print Name

Print Name

DATE

DATE

ALL SIGNATURES MUST BE ORIGINAL
REMEMBER TO COMPLETE ATTACHED OWNER’S CERTIFICATION AND W-9 FORM

OWNER'S CERTIFICATION

I, as the property owner of the parcel at _____
do hereby acknowledge this application, and approve of same, and agree to be
responsible, in the event of any unpaid fees associated with this development
due the Township, to reimburse the Township pursuant to the Pennsylvania
Municipalities Planning Code for any and all fees associated with this proposed
development/subdivision.

SIGNATURE

DATE

PRINTED NAME

NAME OF DEVELOPMENT/SUBDIVISION

SPECIAL EXCEPTION / CONDITIONAL USE / ZONING ISSUE REVIEW

1. A Special Exception / Conditional Use review is requested pursuant to Section _____ of the Whitehall Township Zoning Ordinance.

2. The nature of the existing use of the property can best be described as:

3. The nature of the proposed use of the property can best be described as:

4. Please describe the proposed use, including but not limited to; hours of operation, parking facilities proposed, number and type of employees, landscaping proposed, nature of surrounding properties, and other pertinent information that will assist the Commission in the review of your plan.

5. No Special exception/conditional use requested, but curative amendment review of a zoning ordinance/map regarding:



**WHITEHALL TOWNSHIP
CURBING/SIDEWALK DEFERRAL REQUEST**

MEMORANDUM

**TO: ALL APPLICANTS REQUESTING CURBING
AND/OR SIDEWALK DEFERRALS**

Whitehall Township Codified Ordinances authorizes the Board of Commissioners to consider requests for deferrals from property owners regarding the required installation of curbing and/or sidewalks. The Board may grant such relief where they have determined that:

1. The character of the neighborhood is such that the installation of sidewalks would not service *any* public purpose: or
2. Where unique physical circumstances make the installation of sidewalks an undue hardship, and the absence of this installation would not materially affect the public safety and convenience.
3. Where the property abuts a State, Federal or local roadway and said installation would adversely affect the drainage patterns or facilities presently in existence.

In granting a deferral, the Board may attach such reasonable conditions and safeguards as it deems necessary to protect the public safety and convenience, including the requirement that a bond be posted where appropriate. No deferrals will be granted for modifications required under the Federal Fair Housing or Americans With Disabilities Acts.

To assure that the Board has all the information necessary to consider your request, you must address the above issue(s), and complete the attached deferral request in its entirety, and provide any and all such information which would be helpful to the Board in making such a decision.

Once received by the Township, an Ordinance will be prepared, and placed on the next available Board of Commissioners meeting agenda for consideration. You, or an authorized representative, must attend these meetings to present your request.

Remember, this is your request, and therefore it is important that you provide as much input as possible to help the Board in making their decision.

Date Received _____
 Plan Attached _____
 Meeting Date _____

WHITEHALL TOWNSHIP CURBING/SIDEWALK DEFERRAL REQUEST

The fee charged is to defray the Twp Legal & Ad costs for preparing the necessary Twp Ordinance to consider a deferral.

In order that your request be given proper consideration please complete this form and answer ALL QUESTIONS to the best of your ability.

A plan of the property must be attached indicating the street(s) along which the relief is being requested.

This plan should include linear feet of curbing and/or sidewalks being requested to be waived.

I/We, the property owner(s) of the property located at:

(Site Location)

Do hereby request the deferral of the required installation of:

_____ Curbing _____ Sidewalks

_____ Both Curbing/Sidewalks

For a distance of approximately _____ feet along the

_____ street frontage.

(Name of Street)

The reason for this deferral request is: (attach additional sheets if necessary, and site plan)

Signed _____
 (Property Owner)

Applicant Name(s): _____
 (Printed)

Address: _____

Phone: _____ Email: _____

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) _____	
	<input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.		Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____	
	<input type="checkbox"/> Other (see instructions) _____		<i>(Applies to accounts maintained outside the United States.)</i>	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
5	Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)	
6	City, state, and ZIP code			
7	List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-					
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SUBMISSION CHECKLIST FOR LAND DEVELOPMENT PLANS

- _____ 1. 20 COPIES OF PLAN (***Must be folded***)

- _____ 2. 11 COPIES OF SUPPORT DOCUMENTS
(i.e. Stormwater Calculations)

- _____ 3. COMPLETED APPLICATION FORM

- _____ 4. W-9 FORM

- _____ 5. FEES – MUST BE SEPARATE CHECKS
ESCROW, PLAN REVIEW, CURB/SIDEWALK DEFERRAL

- _____ 6. FOR SPECIAL EXCEPTIONS, CONDITIONAL USES AND OTHER ZONING
RELATED REVIEWS - COMPLETE PAGE 4 OF APPLICATION

- _____ 7. WRITTEN WAIVER REQUESTS

<u>2025 PLANNING COMMISSION SCHEDULE</u>	
<u>Meeting Date</u>	<u>Submission Deadline</u>
December 18, 2024	November 27, 2024
January 15, 2025	December 26, 2024
February 19, 2025	January 30, 2025
March 19, 2025	February 27, 2025
April 16, 2025	March 27, 2025
May 21, 2025	May 1, 2025
June 18, 2025	May 29, 2025
July 16, 2025	June 26, 2025
August 20, 2025	July 31, 2025
September 17, 2025	August 28, 2025
October 15, 2025	September 25, 2025
November 19, 2025	October 30, 2025
December 17, 2025	November 26, 2025
January 21, 2026	December 31, 2025



TOWNSHIP OF WHITEHALL

ESCROW AND REIMBURSEMENT AGREEMENT

(For Use with Subdivision and/or Land Development Applications)

THIS ESCROW AND REIMBURSEMENT AGREEMENT is made this _____ day of _____, 20__, by and between **TOWNSHIP OF WHITEHALL**, a municipal corporation and Township of the First Class with an address of 3219 MacArthur Road, Whitehall, Pennsylvania 18052 (hereinafter referred to as "**Township**") and _____ having an address of _____ (hereinafter referred to as "**Applicant**").

BACKGROUND

- A. Applicant is the legal or equitable owner of certain real property identified by PIN(s) _____ and located at within the _____ Zoning District (hereinafter referred to as the "**Site**").
- B. Applicant has presented to the Township plans for subdivision, land development, or other plans for the use of the Site (hereinafter referred to as the "**Project**").
- C. Applicant has requested Township approval and/or review of its Project (hereinafter referred to as the "**Application**"), and the Township is willing to authorize its professional consultants to review the Application upon execution of this Agreement and upon deposit of an escrow.
- D. The Township of Whitehall Escrow and Reimbursement Policy for Subdivision and/or Land Development Applications 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 and professional consultant fees 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 and directs Township, along with its professional consultants, as defined by Section 107 of the Municipalities Planning Code (53 P.S. § 10107), 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 all out of pocket costs incurred by the Township in addressing the request set forth in the Application ("***Township Expenses***"). Township Expenses include but are not limited to filing fees, postage fees, and any and all fees and expenses of the Township's professional consultants. Professional consultant fees and expenses ("***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 \$_____ (as calculated on page 2 of this application) 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.

5. **Withdraw and Replenishment of Escrow Account.**

(a) Upon the Township forwarding to Applicant an invoice for Township Expenses, Township is authorized and shall have the unilateral right to withdraw monies from the Escrow Account to cover the Township Expenses set forth in the invoice. Applicant shall replenish the Escrow Account by promptly paying the invoice. Said payment will be deposited into the Escrow Account.

(b) Any invoices 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.

(c) 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, the Township shall have the unilateral right to withdraw the remaining monies from the Escrow Account and the Applicant shall pay Township the amount of any such shortfall and also make a payment for the total invoice whereby said monies will be deposited in the Escrow Account. 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 in accordance with subparagraph (a) above.

(d) In the event that Applicant disputes any Professional Consultant Fees, Applicant shall proceed in accordance with Sections 503(1) and 510(g) of the Pennsylvania Municipalities Planning Code (53 P.S. §§ 10503(1) and 10510(g)). However, in the event that an Applicant disputes the amount of any Professional Consultant Fees, the Applicant shall no later than thirty (30) days after the date of transmittal of the invoice to the Applicant, notify the Township and the Township's professional consultant that such fees are disputed. Applicant's failure to timely notify the Township and the Township's professional consultant within thirty (30) days shall be a waiver of the Applicant's right to dispute said fee and pursue arbitration in accordance with applicable law, including but not limited to Section 503(i) and 510(g) of the Municipalities Planning Code. 53 P.S. §10503(1) & 10510(g). Applicant hereby expressly waives any requirement of the Municipalities Planning Code, or any other applicable law, ordinance, or regulation that allows the Applicant a length of time in excess of thirty (30) days to notify the Township and the Township's professional consultant of a disputed fee in order to preserve its right to arbitration of the disputed fee. It is understood by the execution of this Agreement that Applicant specifically accepts the Fee Schedule currently in effect in the Township.

(e) The Township may elect to have the Escrow Account grow smaller by not requiring replenishment or requiring lesser amounts from the Applicant to replenish the Escrow Account if the Township determines in its sole discretion that its professional consultants' work on a Project is winding down and/or the need for the Escrow Account, for whatever reason, has diminished.

(f) 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.

6. **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 after either: (i) all Township work, including without limitation work by its professional consultants 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.

7. **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.

8. **Access to the Property.** By execution of this Agreement, Applicant acknowledges and agrees that 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. See the Site Visit Authorization form attached hereto as **Exhibit "A"** which must be signed by the record owner of the property involved with the Application if the Applicant is not the record owner.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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 the Township of Whitehall. 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.

14. **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.

15. **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.

16. **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.

17. **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.

APPLICANT:

Date: _____

Company/Entity Name

*Printed Name (Individual or Company Contact
Person and Title)*

By: _____

Signature

Exhibit "A"

Site Visit Authorization Form

Township of Whitehall seeks consent and authorization for its employees, professional consultants, elected officials and appointed members of Township committees, commissions, boards, etc., including, but not limited to, the members of its Planning Commission, the Mayor, the Deputy Mayor, members of its Board of Commissioners, Code Enforcement Officer(s), Zoning Officer, Engineer and Public Works Director to enter onto your property for the purpose of conducting a site inspection, analysis, measurement, and observation necessary or appropriate to evaluate the property with regards to the Application filed with the Township and review of the Project.

Consent and authorization is also sought for individuals supervising the installation of any required municipal improvements or modifications and enforcement of any condition, agreement, or requirement for plan approval and implementation from the date of execution of this Agreement.

Such authorization is to remain in full force and effect and to be applicable against all successors in title, heirs, and assigns. Site visits are intended to provide those individuals who visit the site with information which may be significant in reviewing and approving your proposed plan.

PROPERTY OWNERS RELEASE

I/ we, being the title owners of the property situated at _____

(MUST BE SIGNED BY OWNER, not to include equitable owners, developers, engineers or representatives of the owner) which is the subject of a subdivision / land development plan currently pending before the Township Planning Commission and / or Board of Commissioners authorize and specifically release individuals who enter on or about the site during an inspection from any liability, obligation or claim that might arise as a result of their entry onto or travel about the said property.

Property Owner



TOWNSHIP OF WHITEHALL
ESCROW AND REIMBURSEMENT POLICY FOR SUBDIVISION AND/OR LAND
DEVELOPMENT APPLICATIONS

(Duly adopted by the Board of Commissioners by Resolution 3136 on October 13, 2020)

SCOPE:

This policy addresses all applications for which the Township requires the posting of funds in escrow in connection with the filing of a subdivision or land development application pursuant to the Municipalities Planning Code. This policy governs applications for the following:

- Major Subdivision (sketch, preliminary, preliminary/final, or final review)
- Minor Subdivision (sketch, preliminary, preliminary/final, or final review)
- Land Development (sketch, preliminary, preliminary/final, or final review)
- New Commercial Use
- Lot Line Adjustment
- Waiver/modification of applicable standards in connection with a subdivision and land development application

APPLICATION REQUIREMENTS:

In addition to the specific requirements that exist for any particular type of application, at a minimum, every application governed by this policy shall be set forth in writing, and where applicable, shall be on prescribed forms established by the Township, and shall include at a minimum, the following information:

- Name and address of the applicant
- If the applicant is a legal entity other than a natural person, the name and contact information of the contact person(s) for such requesting entity
- Information in sufficient detail so that the application is understandable
- Satisfactory written evidence that the applicant is making the request with the knowledge

and approval of the property owner(s) if the application involves one or more parcels of land in the Township and the applicant is not the owner of all such land

- Such other information as may be reasonably required by the Township in order to fully understand and evaluate the application

APPLICATION FEE:

Any application governed by this policy shall be submitted with the applicable application fee, which may change from time to time as established by Resolution of the Board of Commissioners.

ESCROW AND REIMBURSEMENT AGREEMENT:

It is required that the applicant execute an Escrow and Reimbursement Agreement in form prescribed by the Township from time to time before any work by the Township proceeds on applicant's request. Applicant shall place a sum in escrow to be held by the Township in accordance with the Escrow and Reimbursement Agreement. The amount of the escrow will ordinarily be in accordance with the Township's escrow amount schedule established from time to time, provided, however, that Deputy Mayor shall have the discretionary right to increase or decrease the amount of the escrow based upon the exercise of reasonable judgment that the escrow amount set forth in the schedule will likely be too large or too small based upon the scope of applicant's request. The purpose of the escrow is to reimburse the Township for all out-of-pocket costs incurred by Township in addressing applicant's request, including, without limitation, advertising expenses, filing fees, postage, and all fees and expenses of the Township Engineer, Township Solicitor and any other consultants engaged by the Township in connection with applicant's request. Applicant must complete and execute IRS form W-9, etc. in order to facilitate opening of the Escrow Account. The obligation of applicant to reimburse Township Expenses is not limited to the amount initially placed into the escrow account.

WAIVERS:

Waivers of this Escrow Policy may be granted by the Board of Commissioners. Any decision on a waiver is final.

FINAL ACTION:

Applicant is advised that the Township will ordinarily not take favorable final action on any application governed by this policy unless all fees and expenses have been paid and sufficient escrow has been provided to cover any additional fees and expenses the Township anticipates possibly incurring in connection with the request following action by the Township. Paying an application fee and placing funds in escrow does not guarantee or imply that the Township will take favorable action on any application.

APPLICANT'S ACKNOWLEDGEMENT:

I, the undersigned applicant, have read and understand this Escrow Policy. I have been provided with a copy of this Escrow Policy and the Escrow and Reimbursement Agreement. I agree to their terms. Further, if the applicant is a business or other legal entity, I certify that I have authority to execute this document on behalf of the applicant.

Date: _____, 20__

Applicant: _____
Company/Entity Name

*Printed Name (Individual or Company Contact
Person and Title)*

By: _____
Signature

REVIEW AGENCIES AND/OR DEPARTMENTS

The following agencies and/or departments review all plans submitted for consideration, and their comments and recommendations are then forwarded to the Planning Commission and the Board of Commissioners.

Those review bodies are not limited to, but usually include the following:

1. **TOWNSHIP ENGINEER** – checks all engineering concerns, such as stormwater management, soil erosion control measures proposed, land slope, easements, flood plain areas or areas subject to frequent flooding, site distances and rights-of-way, grading and elevations, both existing and proposed. The Township Engineer or his/her designee reviews all plans in varying degrees of detail in relation to specific type of submission.
2. **BUREAU CHIEF OF PLANNING, ZONING & DEVELOPMENT** – reviews all plans for compliance with the required subdivision regulations and other ordinances, including but not limited to zoning, street trees and traffic.
3. **ZONING OFFICER** – reviews the plan for compliance with the Township Zoning Ordinance.
4. **POLICE CHIEF** – reviews for traffic or nuisance problems.
5. **FIRE CHIEF** – reviews plans as per the Township Fire Codes and to insure adequate emergency access.
6. **PUBLIC WORKS CHIEF** – reviews plans regarding roadway system, snow removal and maintenance of roads whether existing or proposed.
7. **TOWNSHIP TRAFFIC ENGINEER** – reviews plans for traffic problems and/or concerns. Ascertain as to whether the plan adequately complies with the Traffic Impact Ordinance, and determines required traffic improvements and/or fees pursuant to this Ordinance, based upon trip generation calculations.
8. **SEWAGE ENFORCEMENT OFFICER** – reviews and approves proposed on-site sewer systems for those developments or subdivisions requiring such facilities.
9. **OTHER TOWNSHIP STAFF** – Staff members may review plans and make sure they comply with specific Township Ordinances. Staff may include the Township Surveyor and various Code Enforcement Officials.
10. **SHADE TREE COMMITTEE** – reviews plans for compliance to the Whitehall Township Shade Tree Ordinance.
11. **RECREATION COMMISSION** – reviews plans for compliance with the Whitehall Township Recreation Plan.
12. **OTHER AGENCIES -**
 - a. **Lehigh Valley Planning Commission** – review plans for compliance with regional plans and concerns. The LVPC has 30 days to review plans and submit comments. The Developer must submit the application, plans and appropriate fee to the LVPC for its review and comment. *IT IS IMPORTANT TO NOTE THAT THE TOWNSHIP MAY NOT ACT ON A FINAL PLAN UNTIL COMMENTS ARE RECEIVED FROM THE LVPC OR 30 DAYS HAVE PASSED FROM A COMPLETE SUBMISSION BEING MADE TO THEM.*
 - b. **Lehigh County Conservation District** – review plans to ensure adequate soil erosion and sedimentation control measures are being proposed. The Developer must submit application, plans and appropriate fee to the LCCD for its review and approval.

- c. **Whitehall Township Authority or Northampton Borough Municipal Authority** – reviews water system proposed and determines availability to serve proposed development. APPLICANT MUST MAKE SEPARATE APPLICATION WITH THE PARTICULAR WATER AUTHORITY, NO PERMITS FOR CONSTRUCTION MAY BE ISSUED WITHOUT THE NECESSARY APPROVALS FROM THE AUTHORITY. Applicant must provide documentation to the Township that the servicing authority can provide water.
- d. **Coplay-Whitehall Sewer Authority** – reviews the sewer system planned and determines capability to serve. APPLICANT MUST MAKE SEPARATE APPLICATION WITH THE SEWER AUTHORITY. NO PERMITS FOR CONSTRUCTION MAY BE ISSUED WITHOUT THE NECESSARY APPROVALS FROM THE AUTHORITY.
- e. **Pennsylvania Department of Transportation (PennDot)** – reviews plan involving changes in construction or traffic that affects or may affect the State road network. APPLICANT MUST MAKE SEPARATE APPLICATION WITH PENNDOT FOR CHANGES AND PERMITS. All plans requiring a permit from PennDot must so note on the plan.
- f. **Other State Agencies** – other state agencies such as Pennsylvania Department of Environmental Protection may be asked to review a particular plan if it is deemed necessary.
- g. **Abutting Municipalities** – when a development abuts another municipality, or when required by State Law, the plans may be forwarded to that municipality for its review and comments.

WHITEHALL TOWNSHIP PLANNING COMMISSION

The Planning Commission is a recommending Board of seven (7) members that meets the 3rd Wednesday of each month. The Planning Commission recommends approval or denial to the Board of Commissioners on all subdivision, land development, major commercial expansion plans (those in excess of thirty percent of existing facility), and related issues. The Planning Commission also makes recommendations to the Zoning Hearing Board with regard to Special Exception uses; and reviews and provides recommendations to the Board of Commissioners regarding proposed amendments to the Official Zoning Map, Zoning Ordinance, Subdivision and Land Development Ordinance, Conditional Uses, as well as other pertinent legislation.

The Planning Commission reviews a particular plan and reports to the Board of Commissioners and the Developer in the form of a proposed resolution, recommending approval, conditional approval or disapproval; specifying the section of the regulations applicable in the event of disapproval. If the plan is complete, upon request by the Developer, the Planning Commission may upgrade the preliminary plan to a final plan as submitted.

WHITEHALL TOWNSHIP BOARD OF COMMISSIONERS

The Board of Commissioners consists of seven (7) ELECTED members, meeting the second Monday of each month, with a workshop meeting the first Monday of each month. The Board of Commissioners receives recommendations from the Planning Commission with regard to land development plans, subdivision plans, and other conditional uses.

The developer must submit eleven (11) FOLDED complete copies of the plan and support documents, as requested, to the Board of Commissioners by 3:00 p.m. the THURSDAY prior to the scheduled workshop meeting. This is calculated to be at least ten (10) days prior to the scheduled meeting.

Anything NOT submitted by this deadline will NOT be placed on the agenda, and if no written extension of review time is submitted by the Developer, will be placed on the agenda for plan DENIAL.

The Board of Commissioners will act on the particular plan based on the Planning Commission recommendation and any additional information presented to them by the Developer / Applicant. Even if a plan has been upgraded to a preliminary/final plan by the Planning Commission, the Board of Commissioners may still only consider the plan as preliminary. The Board of Commissioners is not bound by the recommendation of the Planning Commission, although deviation from it is unusual.

The Board of Commissioners decision will be final and will be communicated to the Developer in writing, subject to the acceptance by the Developer/Applicant of any conditions imposed with the approval.

Subsequent to the Commissioner's approval of the plan, the Developer is required to submit two (2) mylars of the plan to the Township for signatures. Once the Township Officials have signed the mylars, and the Developer/Applicant has posted any necessary financial security and entered into any necessary improvements agreements, the mylars will be released for recording at the Lehigh County Courthouse. Once the plan is recorded, one of the mylars and a copy of the recorded plan and recording receipt must be returned to the Township for records. Failure to record the plan in the necessary manner will result in the withholding of building permits, and may delay significantly any return of escrow monies left for the development after reviews are completed. It should be noted that with residential subdivisions, where a recreation fee is assessed, such fee(s) will be required to be paid in whole or in part (depending upon the number of units proposed) prior to recording of plan

PERTINENT INFORMATION

1. The Township has ninety (90) days to act on a subdivision and/or land development plan following the date of the first regular meeting of the Planning Commission which follows the date that the Bureau of Planning, Zoning & Development receives the preliminary plan, unless the date of that Planning Commission meeting falls more than thirty (30) days after the submission. In this case, the ninety (90) day period starts thirty (30) days after the preliminary plan is formally submitted. If necessary, the Developer may agree to a waiver of this review period.
2. The written decision of the Board of Commissioners is communicated to the Developer no later than fifteen (15) days following the decision.
3. In accordance with the MPC, the Developer of an approved plan has five (5) years from the date of preliminary plan approval to commence development or action.
4. Sign permits, building permits, plumbing permits, electrical permits, occupancy permits, and compliance with other codes and regulations are not guaranteed by the Board of Commissioners approval. Each of the necessary permits must be applied for and obtained from the appropriate Township Officials and Departments after the final approval and prior to the construction. Plan approval does not mean "BLANKET APPROVAL". Various permits are necessary prior to the construction and/or occupancy.
5. The function of the above mentioned officials, agencies and staff members are to REACT to plans or concepts presented, and not to PREPARE such plans for the Applicant. All attempts will be made to cooperate with the Applicant; however, it is the Applicant's responsibility to prepare their plans in accordance with the Township's Ordinances and Regulations.
6. All Applicants should note that a plan missing the deadline will be placed on the next month's agenda of the Planning Commission and/or Board of Commissioners, or may be placed on the agenda for denial, if no written extension of review time is submitted.

7. Failure to meet deadlines and to provide appropriate information may result in an unfavorable decision on the plan.
8. ALL PLANS MUST BE FOLDED. UNFOLDED PLANS WILL NOT BE ACCEPTED!!
9. IT IS IMPORTANT THAT ALL APPLICANTS ATTEND ALL MEETINGS OR SEND A REPRESENTATIVE!
10. Depending upon the difficulty, controversy, and impact of a proposal, Applicants may consider the importance of retaining the services of an Attorney. A certified engineer or land surveyor **MUST** be retained by Applicant/Developer for preparation of plans, since all plans, preliminary, final, special exception or conditional use, presented to the Planning Commission, Board of Commissioners and Zoning Hearing Board (Special Exception Uses only) must be sealed by a licensed engineer or professional land surveyor.
11. The Township can only review what is submitted, so a plan, prepared in strict compliance with the regulations of the Township Ordinances is of the utmost importance.
12. Waivers – pursuant to Township Ordinances, all requests for waivers to any provision of the Subdivision and Land Development Ordinance (including, but not limited to: installation of curbing and sidewalks, traffic impact and recreation fees, street trees) must be in writing and should accompany plan submission.

SPECIAL EXCEPTION REVIEW PROCESS

APPLICANT

- submits application



BUREAU OF PLANNING, ZONING & DEVELOPMENT

- receives application and reviews
- schedules meeting date
- distributes application and plan to appropriate review agencies



PLANNING COMMISSION

- reviews plan and provides comments;
- makes a formal recommendation for approval or denial to the Zoning Hearing Board



ZONING HEARING BOARD

- reviews plan and considers recommendation of the Planning Commission, makes final decision regarding plan



APPLICANT

- receives decision of the Zoning Hearing Board, and if denied, may appeal this decision to Lehigh County Court of Common Pleas

CONDITIONAL USE REVIEW PROCESS

APPLICANT

- submits application



BUREAU OF PLANNING, ZONING & DEVELOPMENT

- receives application and reviews same
- submits application and plan to various review agencies and the Planning Commission



PLANNING COMMISSION

- reviews plan and application and makes recommendation to the Board of Commissioners



BOARD OF COMMISSIONERS

- reviews plan and recommendation of the Planning Commission, and makes final decision regarding plan.



APPLICANT

- receives decision, and if denied, may appeal same to the Lehigh County Court of Common Pleas.

SUBMISSION / LAND DEVELOPMENT CHECKLIST

I. PLAN PROCEDURE

- _____ A. APPLICATION
 - _____ 1. Submit 20 copies of the Plan to the Bureau of Development
 - _____ 2. Submit a completed application form along with the appropriate number of plans
 - _____ 3. Appropriate fee and escrow
- _____ B. Date of Complete Submission _____
- _____ C. Date of first Planning Commission meeting following submission _____
(beginning 90 day review period)

II. PLAN REQUIREMENTS

The following information is required to be placed on all preliminary and/or final plans as minimum:

- _____ A. TITLE BLOCK
 - _____ 1. Name of plan or identifying title
 - _____ 2. Municipality in which project is located
 - _____ 3. Date of plan
 - _____ 4. Scale of plan 1 inch=50'; preferred sheet size 24"x36" and if necessary 30"x 42"
 - _____ 5. North arrow, graphic scale and date
- _____ B. Location map, scale 1" = 1000'
- _____ C. Township standard Signature Block
- _____ D. Name and signature of registered professional engineer, surveyor, or land architect and seal
- _____ E. Name, address and telephone number of applicant
- _____ F. Notarized signature block of owner/applicant
- _____ G. Owner of records and address
- _____ H. Adjacent property owners and subdivisions
- _____ I. Water Supplier _____
- _____ J. Sanitary Sewer _____ (if on-site, has application been made to SEO) _____ YES _____ NO
- _____ K. Tax map lot and block number _____
- _____ L. Tract Data
 - _____ 1. Existing street on or adjacent to the tract including name, LR or T number, right-of-way (existing and ultimate) and cartway
 - _____ 2. Location and dimension of existing easements, right-of-way and public land
 - _____ 3. All existing buildings, towers, sewer and water lines, monuments, culverts, gas _____ or oil pipelines, fire hydrants and other improvements
 - _____ 4. Zoning of tract and all zoning boundaries, if any, within 1,000 feet of the tract (this includes special groundwater protection, airport zoning and flood hazard districts)
 - _____ 5. Municipal boundaries within 1,000 feet
 - _____ 6. Acreage of the tract, both gross and net
 - _____ 7. Area proposed to be dedicated for public or common open space use
- _____ M. Each lot Being Subdivided
 - _____ 1. Proposed lot layout with approximate dimension
 - _____ 2. Dimension and Square Footage of each lot
 - _____ 3. Lot number(s)
 - _____ 4. All lots enclosed on all sides by a lot line
 - _____ 5. Proposed building location and improvements
 - _____ 6. Proposed building setback lines and dimension
 - _____ 7. Side and rear yard setback lines and dimension
 - _____ 8. Percolation test locations, if applicable

- ___ 9. Land dedicated for public use
- ___ 10. Proposed property numbers in accordance to plan
- ___ N. Environmental Data
 - ___ 1. Contour lines at two (2) foot intervals
 - ___ 2. Elevation data (i.e. bench marks, when known)
 - ___ 3. Soil type and boundaries
 - ___ 4. Water bodies / Streams should be indicated
 - ___ 5. Floodplain boundary
 - ___ 6. Location of existing tree masses
 - ___ 7. Stormwater Management facilities indicated
 - ___ 8. Sedimentation and Erosion Control Measures
 - ___ 9. Slope data, in areas of steep slope
- ___ O. Roads
 - ___ 1. Right-of-way width indicated, existing and ultimate
 - ___ 2. Right-of-way area to be dedicated or reserved for private use
 - ___ 3. Cart way width indicated
 - ___ 4. Proposed road name
 - ___ 5. Road Profilers
 - ___ 6. Storm sewers are to be incorporated into all public streets
 - ___ 7. Sidewalks
 - ___ 8. Curbing
- ___ P. Utilities
 - ___ 1. All existing and proposed sanitary sewer lines, grades, pumping stations, etc. must be indicated on the plan when such systems are proposed
 - ___ 2. All existing and proposed public water lines, storage tanks, etc. must be indicated on the plan when such systems are proposed
 - ___ 3. A fire hydrant system must be incorporated when a public water system is proposed
 - ___ 4. Notation on site plan for on-site sewer and/or water
- ___ Q. Landscaping Plan
- ___ R. Support Data
 - ___ 1. Subsurface condition of the tract
 - ___ 2. Planning modules indicating soil suitability for on-site systems
 - ___ 3. Certification by Engineer who prepared the plan that the plan is in conformance with Zoning, building and other regulations
 - ___ 4. All sufficient data relating to curb boundaries
 - ___ 5. Drainage plan which shows storm sewers, culvert natural watercourse, drainage easements and existing and proposed topographic contours
 - ___ 6. Erosion and Sedimentation Control Plan
 - ___ 7. Notation on site plan regarding PennDot Highway Occupancy Permit requirement, if required

FINAL PLAN

The FINAL PLAN review and submission is very similar to the PRELIMINARY PLAN review process. The FINAL PLAN is a complete and exact plan drawn for recording and submitted in accordance with the requirements and regulations of the Whitehall Township ZONING and SUBDIVISION AND LAND DEVELOPMENT ORDINANCES.

The submission is exactly the same as the PRELIMINARY PLAN submission. The FINAL PLAN undergoes the same review process except the Plan is approved by the Planning Commission and Board of Commissioners as a FINAL PLAN to be officially recorded.

Upon approval of the FINAL PLAN by the Board of Commissioners, the Plan is signed by the proper Township Officials. The Developer then takes the approval plan to the Lehigh Valley Planning Commission for their signature. Once the necessary signatures are placed on the Plan, the Plan is to be recorded with the County Recorder of Deeds, and a copy of the Recorded Plan, a mylar of same, and a copy of the recording receipt shall be provided to the Township.



