



ADMINISTRATIVE PROCEDURES FOR CONDITIONAL USE APPLICATIONS

Please read and follow the rules and procedures listed below if you are filing a conditional use application. Please contact the Township with any questions. Applicants who do not adhere to these guidelines risk delays in processing and review.

1. **Applicant Submits Sketch Plan (Optional, but recommended).** Applicants are strongly encouraged to submit a Sketch Plan for a pre-application consultation. By doing so the applicant will benefit from input from staff, the Planning Commission and other advisory boards and commissions before presenting the plan to the Planning Commission and Board of Supervisors.
2. **Applicant Obtains Necessary Forms and Documents from the Township.** The applicant should review the following materials from the Township website:
 - Subdivision/Land Development Ordinance (Ch.165)
 - Zoning Ordinance (Ch. 190)
 - Stormwater Management Ordinance (Ch. 158)
 - Comprehensive Plan

The Palmer Township Code is available for review at <https://ecode360.com/11763101>

The applicant should also obtain a complete conditional use packet, which includes:

- Administrative procedures
 - Application form
 - Escrow agreement
 - Current fee schedule
3. **Applicant Submits Conditional Use Plan.** Applications for a conditional use shall be made to the Township, in writing, on a form furnished by the Township. A complete application includes:
 - Two (2) copies of the completed application form
 - Township filing fee (see fee schedule) – check made payable to "Palmer Township"
 - Two (2) signed copies of the Township Cash Escrow Agreement
 - Cash escrow fee (see fee schedule) – check made payable to "Palmer Township"
 - Four (4) copies of site plans, containing all the required information in §190-811
 - Two (2) copies of a Traffic Impact Study

Within five business days of receipt of the application, the Township will review the application for completeness. If the application is determined to be incomplete, the Township will promptly notify the applicant of the steps required to make the application complete.
 4. **Township Distributes Application to the Planning Commission.** Once the Township determines that the application is complete, the application is forwarded to the Township Planning Commission and Township Engineer for review.
 5. **Conditional Use Number Assigned.** Upon acceptance of the application, the Planning Director shall issue a Township Conditional Use Number (CU #). The CU # and property tax parcel number is to be used by the applicant on all information and correspondence submitted to the Township for review as part of the application and review process.
 6. **Application is Reviewed by Various Professionals, and Review Comments are Submitted to the Planning Commission.** Within 10 days after acceptance of application for review, the Planning Director will send copies of the application and all supporting materials to the Township Engineer and other professional consultants, as required. The consultants will submit their review comments to the Palmer Township Planning Commission. Reviews will be provided approximately one week prior to the Planning Commission meeting unless additional review time is needed.

7. **Planning Commission Reviews Application**. At the next regular Township Planning Commission meeting, the applicant will present the application to the Commission (see note below about electronic presentations). The purpose of this review is to discuss in detail how the proposed use will meet the criteria outlined in the Zoning Ordinance. The applicant should be prepared to address major aspects of the project:
 - Use(s) proposed
 - Surrounding properties/uses
 - Compliance with local, state, and federal ordinances
 - Suitability for proposed location
 - Impacts on health, safety, or welfare
 - Impacts on stormwater management
 - Potential hazards associated with proposed use
 - Impacts to vehicular, pedestrian, and bicycle traffic
 - Potential environmental considerations
8. **Planning Commission Makes a Recommendation to the Board of Supervisors**. Once all Planning Commission comments and professional review comments have been addressed, the Commission may make a recommendation to the Board of Supervisors.
9. **Applicant Schedules Hearing with the Supervisors**. Within 60 days of the application date with the Township, a public hearing will be scheduled at a regular meeting of the Board of Supervisors. The Board of Supervisors will review the comments and recommendations of the Planning Commission and Township staff and professional consultants, and the Applicant will be given the opportunity to present any evidence to support their case.
10. **Supervisors Act on the Application**. At the close of the hearing, the Board of Supervisors may decide to either approve the application, disapprove the application, or approve the application with conditions imposed. The decision will be made in writing and mailed to the applicant within 45 days of the close of the hearing.
11. **Zoning Permit**. If the applicant is granted a Conditional Use and agrees to all conditions, then they may obtain a Zoning Permit from the Township for their proposed use.

A Note about Electronic Presentations: All conditional use applicants are required to present the plans and related documents electronically at all public meetings. If the presentation graphics are not legible, the meeting presentation and/or hearing may be postponed, continued, or otherwise canceled. An electronic presentation is not required for sketch plans. **If the Applicant wishes to present their own materials, they must be electronically emailed to the Planning Director no later than 4 hours before their presentation.**

**PALMER TOWNSHIP
CONDITIONAL USE APPLICATION**

Administrative Completeness Date (To be completed by staff): _____

Project Number (To be completed by staff): _____

Date of Submission: _____

Project Name: _____

Project Address: _____ **Tax Map Parcel #:** _____

Proposed Use: _____ **Zoning District:** _____

Required Application Fees

Application Fee: \$ _____

Escrow Fee: \$ _____

Check No.: _____

Check No.: _____

Applicant:

Name: _____

Address: _____

Phone: _____ E-mail: _____

Property Owner (if different than Applicant):

Name: _____

Address: _____

Phone: _____ E-mail: _____

Engineer:

Name and Firm: _____

Address: _____

Phone: _____ E-mail: _____

Attorney:

Name and Firm: _____

Address: _____

Phone: _____ E-mail: _____

In accordance with §190-902 of the Palmer Township Zoning Ordinance, we, the undersigned and interested parties, hereby request conditional use approval, as follows.

The applicant is seeking approval under the following section(s) of the Palmer Township Zoning Ordinance (please note Article and Section numbers):

Describe the nature of the development/business/use you plan to undertake:

Explain what affect the proposed use would have on any existing residential properties in the Township.

Explain what affect the proposed use would have on traffic in the Township.

Explain what affect the proposed use would have on stormwater management in the Township.

Explain what fire, explosive, public health, toxic or other public safety hazards might be caused by the proposed use:

Explain how the proposed use meets any specific standards for that use listed in Article IX of the Zoning Ordinance.

If the application is for a non-residential use, please provide the following:

Name of Business: _____

Size of business and/or building in square feet: _____

Describe the type of business or operation: _____

Hours and Days of Operation: _____

Number of Employees (Full-time/Part-time): _____

Number of Customer Parking Spaces Required: _____

Number of Employee Parking Spaces Required: _____

Please add any additional information you would like considered as part of your application.

In addition to this application packet, all submissions require 4 copies of the site plan per §190-811, a Traffic Impact Study, and a digital link containing PDF versions of all items submitted. The required fees should be submitted in the form of a check made payable to Palmer Township.

Signatures and Understandings Pursuant to Application to Palmer Township

By the signing this application, the Applicant acknowledges that the money in escrow is for reimbursement at Palmer Township's discretion for any and all engineering, legal or other expenses incurred by the Township, exclusive of work performed by full-time township staff members, in processing the Conditional Use Application in accordance with the Municipalities Planning Code. The Applicant shall enter into a Professional Services Agreement (PSA) in order to establish a development escrow account with the Township. It shall be the understanding that Palmer Township shall establish and then charge to an escrow account for certain costs to review and administer the Conditional Use Review process through the Township Engineer, Township Solicitor and other professionals. By signing this application, the Township will draw upon escrow as needed to administer the Conditional Use Review process. The undersigned further agrees to pay all required application fees and establish the required escrow as prescribed by the currently adopted Palmer Township Fee Schedule, available on the township website. Applications without required fees or escrow payments shall be deemed incomplete and returned to the Applicant.

By making a submission, the Applicant and all of its agents, employees, and consultants acknowledge(s) and agree(s) that all documents and other information submitted to the Township pursuant to this Ordinance, whether subject to a statutory or common law copyright, constitute public records within the meaning of the Pennsylvania Right to Know Law, Act 3 of 2008, as amended, and are therefore subject to review upon request in accordance with the Right to Know Law.

The Applicant warrants that they have the right to grant permission to the Township to publish, use, and/or distribute any copyrighted materials 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.

The Applicant(s) and/or Owner(s) hereby grant(s) permission to and authorize(s) members of the Palmer Township Planning Commission, Township staff, and Township consultants to enter the subject property to view the premises in conjunction with the application which is hereby filed.

The Applicant further acknowledges that should the applicant or applicant name change during the township approval process, Palmer Township shall be notified immediately in writing and prior to any formal resolution of approval by the Palmer Township Board of Supervisors.

The Applicant and/or authorized agent agrees to appear to present the application to any public body holding any public hearing or review session regarding the application.

The Applicant represents that to the best of the undersigned's knowledge and belief, all the above statements are true, correct and complete, and that the undersigned INTENDS TO BE LEGALLY BOUND BY the terms hereof.

Signature of Owner, Applicant or Authorized Representative:

Signature

Name, Title

Date

PALMER TOWNSHIP
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between the Township of Palmer, a municipal corporation and Second Class Township, with offices located at 3 Weller Place, Palmer, PA 18045 (hereinafter referred to as “**Township**”),

AND

_____ (hereinafter referred to as “**Developer**”), with an address of _____.

WITNESSTH

WHEREAS, the **Developer** has submitted an application for _____ for the property located at _____ in Palmer Township and identified by Northampton County tax parcel identifier number(s) _____, which requires review and/or approval from the **Township**; and

WHEREAS, the **Township** has certain submission requirements related to plan and/or application review, pertaining to subdivision plans, land development plans, site plans, conditional use applications, and zoning amendment requests; and

WHEREAS, the **Township**’s review of the application and time for rendering a decision on the application are also subject to the time requirements set forth in the Palmer Township Subdivision and Land Development Ordinance, Palmer Township Zoning Ordinance and Pennsylvania Municipalities Planning Code (hereinafter referred to as “MPC”) unless the applicant has agreed in writing to an extension of time; and

WHEREAS, the parties wish to provide for the appropriate payment of funds into an escrow account in the **Developer**'s name managed by the **Township** to allow for the payment of all fees, costs and expenses incurred by professional consultants, engineers and attorneys representing the **Township** in connection with the review of the application and associated plans: and

NOW THEREFORE, intending to be legally bound hereby, for other good and valuable consideration, the parties hereto agree as follows:

1. All "Whereas" clauses above are incorporated herein by reference.
2. The **Developer**'s application shall be initially reviewed by the appropriate representatives of the Township Planning Department and/or the Township Engineer immediately upon submission for completeness. Where the application fails to provide any and/or all materials required for review of the application by the **Township**, including but not limited to a complete and full set of plans, a completed application form, a signed copy of this agreement, the required application fee as set forth herein, and an initial escrow retainer as set forth herein, the application shall be deemed incomplete by the **Township**. The **Developer** shall be notified by the **Township** of the reason for the incompleteness. In the event the application is deemed incomplete by the **Township**, the **Developer** agrees that any applicable time period for review, holding a public hearing and/or time deadline for rendering a decision on the plan shall expressly be waived by the **Developer** and the time period for rendering a decision shall not commence until the application is complete.
3. The **Developer** shall be responsible for the payment of all professional consultant fees, including, but not limited to, all costs, expenses, engineering fees and attorney fees incurred by

the **Township** in connection with the review and comments on the **Developer's** application for subdivision, land development, site plan review, conditional use, and/or zoning amendment.

4. Contemporaneously with the submission of an application for subdivision, land development, site plan review, conditional use, and/or zoning amendment, the developer shall pay the sum of _____ and 00/100 dollars (\$ _____.00) to the **Township** as an application fee, as set forth on the fee schedule established by the **Township**.

5. Contemporaneously with the submission of an application for subdivision, land development, site plan review, conditional use, and/or zoning amendment, the developer shall post an initial sum of _____ and 00/100 dollars (\$ _____.00) to the **Township** in order to establish an escrow account with the **Township** for payment of all professional consultant fees, costs and expenses which are incurred by the **Township** in connection with the professional consultant's review of the application, including, but not limited to, those fees and expenses incurred by the Township Solicitor and Township Engineer(s), as set forth on the fee schedule established by the **Township**, as can be found in the Township offices. These costs may include, but are not limited to: (1) costs, expenses and attorney fees incurred for the professional review, observation and/or inspection of all documentation submitted by the **Developer**; (2) any application, permit fees and/or third party inspection fees and/or costs incurred by the **Township** in conjunction with the Development improvements; (3) costs, expenses and fees incurred in the preparation and enforcement of all pertinent improvement agreements and maintenance agreements; and (4) costs, expenses and attorney fees incurred in enforcing the ordinances and regulations of Palmer Township and statutes of the Commonwealth of Pennsylvania in conjunction with or arising from the said

Development and Development improvements. If the **Township** shall enforce the provision of this Agreement in any court against the **Developer**, the **Township** shall be entitled as part of any court judgment to be reimbursed for all costs, expenses and attorney fees incurred in connection with the enforcement process. The terms of this Agreement are not intended to preempt or supersede any subsequent improvements agreement or maintenance agreement entered into by the Developer with the Township and shall be used in conjunction with the same.

6. The sums so paid into escrow shall be replenished by the **Developer** from time to time, as and when determined by the **Township**, to assure that adequate funds are always on hand for the purpose intended until the last required maintenance period has expired in conjunction with the applicable improvements agreement and maintenance agreement, unless otherwise indicated in said agreements by the parties.

7. If and/or when the initial sum posted in the escrow account maintained by the **Township** falls below fifty percent (50%) of the original amount posted, the **Developer** shall replenish the escrow in the amount requested by the **Township** within ten (10) days of the date the **Township** sends the **Developer** notice as to the additional escrow amount being due. If the escrow account is not replenished within the ten (10) days after receiving notice from the **Township**, the **Township** shall cease all work and/or associated review of the **Developer's** then pending applications for subdivision, land development, site plan review, conditional use, zoning amendment, and/or Development improvements until the escrow account has been replenished. In the event the **Developer** fails to replenish the escrow account within the ten (10) days and the **Township's** review of the application has stopped, the **Developer** agrees that any applicable deadlines for rendering a decision on the plan or application or holding a public hearing on the application as set forth in the applicable ordinances of Palmer Township or the applicable

provisions of the MPC shall be extended thirty (30) days beyond the current deadline. The **Township** reserves the right to deny approval of the **Developer**'s application for failure to pay the required funds into escrow as called for in the **Township**'s ordinances and this Agreement. This provision shall not in any way limit the **Township**'s rights and remedies afforded to it through the applicable ordinances of Palmer Township, the Second Class Township Code, the MPC, the laws of this Commonwealth, and the common law.

8. The **Developer** further agrees and acknowledges that if and/or when the escrow account maintained by the **Township** is reduced to a negative balance, the escrow replenishment request by the **Township** shall include replenishment of funds to bring the account current and an additional escrow retainer, in an amount to be determined by the **Township**. The **Developer** further agrees that unless and/or until the escrow account is fully replenished, the **Township** staff, and its professional consultants shall cease all review and consideration of the application and/or construction administration. The **Developer** further agrees to waive any challenges to the deadline provisions contained herein.

9. After payment of any and all associated and/or outstanding review fees, upon conclusion of all professional consultant review of all issues related to the plan approval and construction, the balance left in said escrow account shall be refunded to the **Developer**, with interest if applicable.

10. The **Developer** acknowledges that the **Township** has and does rely upon each and every term, paragraph, representation, covenant and provision of this Agreement as an inducement to enter into this Agreement.

11. The **Developer** hereby certifies and represents to the **Township**, and the **Township** hereby relies on such certification and representation, that said **Developer** has received proper

legal advice and is aware of the entire impact of this Agreement and further understands each and every provision.

12. The above terms and conditions are accepted and agreed upon. Further, by signing this Agreement confirming acceptance of the above terms, the undersigned hereby verifies that he has the authority and power to bind _____ as a “Landowner/Developer” as defined by the MPC.

13. The place of execution, contract and performance is mutually agreed to by the Township of Palmer, Northampton County, Pennsylvania.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be properly executed the day and year first above written.

ATTEST:	TOWNSHIP OF PALMER	DATE
_____	BY: _____ Robert A. Williams Township Manager	_____

ATTEST:	DEVELOPER	DATE
_____	BY: _____	_____
	Print Name: _____	
	Title: _____	

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	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.

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

Social security number										
				-				-		
or										
Employer identification number										
				-						

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 ►
-----------	----------------------------	--------

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.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

NEW LAND DEVELOPMENT AND SUBDIVISION FEES

EFFECTIVE JANUARY 1, 2025

Application Fees

Sketch Plan: \$500
Lot Line Adjustment/Consolidation Plan: \$1,000
Minor Subdivision Plan: \$1,000
Preliminary Major Subdivision Plan: \$1,500
Final Major Subdivision Plan: \$1,250
Preliminary Land Development Plan: \$1,750
Final Land Development Plan: \$1,500
Site Plan (Non-Land Development or Subdivision): \$500
SALDO Waiver Request: \$100
Plan Resubmission Fee: 50% of initial fee

Zoning Review Fees

Conditional Use Request: \$1,000
Zoning Map Amendment: \$3,000
Zoning Text Amendment: \$3,000
Hearing Continuance Fee: \$250

Recreation Fee (in lieu of dedication)

Residential: \$5,500 per dwelling unit
Non-Residential: \$5,500 per total lot acre

Land Development and Subdivision Escrow

Pre-Submission Meeting: \$2,500.00
Sketch Plan: \$5,000.00
Lot Line Adjustment/Consolidation Plan: \$5,000.00
Minor Subdivision Plan: \$10,000.00
Preliminary or Final Major Subdivision Plan: \$6,000.00 + \$1,000.00 per lot/unit (\$50,000 Max)
Preliminary or Final Land Development Plan: \$6,000.00 + \$1,000.00 per acre (\$50,000 Max)
Construction Escrow: 5% of improvements estimate, \$5,000.00 Min, \$50,000.00 Max
Site Plan (Non-Land Development or Subdivision): \$10,000.00
Miscellaneous Engineering Review (Stormwater, grading, HOP, etc.): \$5,000.00
Escrow Administration Fee: 2% per invoice