



ADMINISTRATIVE PROCEDURES FOR ZONING AMENDMENT REQUESTS

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

1. Applicant Requests a Pre-Zoning Amendment Request Review. Applicants are required to meet with Township staff for a pre-zoning amendment request review meeting. The purpose of the meeting is to discuss the general intent of the amendment and outline the necessary components of the request application. The applicant has 60 days from the date of the meeting to file a zoning amendment request application.

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 zoning amendment request packet, which includes:

- Administrative procedures
- Application form
- Escrow agreement
- Current fee schedule

3. Applicant Submits Zoning Amendment Request Application. Applications for a zoning amendment request 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 Professional Services Agreement
- Cash escrow fee (see fee schedule) – check made payable to "Palmer Township"
- Two (2) copies of the Impact Analysis
- Two (2) copies of the Community Benefit Summary Report
- Two (2) copies of any other required documentation, depending on the type of request

Within thirty 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. Zoning Amendment Number Assigned. Upon acceptance of the application, the Planning Director shall issue a Township Zoning Amendment Number (ZA #). The ZA # 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 zoning amendment will meet the criteria outlined in the Zoning Ordinance, as well as align with the goals of the Palmer Township Comprehensive Plan and Lehigh Valley Planning Commission Comprehensive Plan. The applicant should be prepared to address major aspects of the project:
 - Amendments proposed
 - Surrounding properties/uses
 - Impacts of proposed amendments
 - Community benefits of proposed amendments
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. **Supervisors Consider the Zoning Amendment Request**. The Board of Supervisors will review the comments and recommendations of the Planning Commission and Township staff and professional consultants, as well as the Lehigh Valley Planning Commission. In its sole discretion, the Board of Supervisors may elect to send the proposed zoning ordinance amendment, with any proposed revisions, to the County Planning Agency and the Palmer Township Planning Commission. Following a minimum thirty-day review period for both agencies, the Board of Supervisors may, in its sole discretion, determine whether to advertise the proposed zoning ordinance amendment for a public hearing consistent with the terms of the Municipalities Planning Code.
10. **Supervisors Act on the Application**. Within 80 days of the application date with the Township, the Board of Supervisors will make a decision on the request. Approval cannot be based on a contingency or condition of resolving potential negative impacts. If no decision is made by the Township after this time period, then the application will be deemed denied. At any time, an applicant may request an extension of time or removal of an application from Township consideration

A Note about Electronic Presentations: All 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. Applicants must provide their own device for all presentations. **Under no circumstances will Township staff present for the applicant nor utilize Township-owned devices for presentations.**

PALMER TOWNSHIP
REQUEST FOR ZONING AMENDMENT

Date of Application: _____

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

Applicant:

Name: _____

Address: _____

Phone: _____

E-mail: _____

Property Owner (if different than Applicant):

Name: _____

Address: _____

Phone: _____

E-mail: _____

Attorney:

Name and Firm: _____

Address: _____

Phone: _____

E-mail: _____

Required Application Fees

Application Fee: \$ _____

Check No.: _____

Escrow Fee: \$ _____

Check No.: _____

In accordance with §190-112 of the Palmer Township Zoning Ordinance, we, the undersigned and interested parties, hereby request to make the following amendments to the zoning ordinance.

In the case of a zoning text amendment, provide the section number of the ordinance which you are proposing to amend, along with the language that you would like to have added/subtracted/amended to the ordinance. (Additional pages may be provided if necessary.)

In the case of a zoning map amendment, the request is to rezone the property, identified by Tax Map parcel number(s) _____, from _____ zoning district to _____ zoning district. A legal description of the property to be rezoned must be included with this application, along with a map showing the proposed boundaries of the map change, the existing zoning of the land and adjacent land, and the current uses of adjacent lots.

The reason for this zoning amendment request is:

Explain why the proposed amendment would be in the best interest of Palmer Township.

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

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

Explain what affect the proposed amendment would have on public and water systems.

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

In addition to this application packet, all submissions require the documents listed in §190-112, including an Impact Analysis, Community Benefit Summary Report, other plans and reports depending on the type of amendment request, 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.

Send or deliver this application, along with the required plans and application fee, to:

**Palmer Township
Department of Planning
3 Weller Place
Palmer, PA 18045
TELEPHONE: (610) 253-7191**

EMAIL: cbeavers@palmertwp.com

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 Zoning Amendment Request 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 Zoning Amendment Request 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 Zoning Amendment Request process. The PSA is attached at the end of this application packet.

The undersigned 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.

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.

The undersigned 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.

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**► Go to www.irs.gov/FormW9 for instructions and the latest information.Give Form to the
requester. Do not
send to the IRS.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"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <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) ►						
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							
<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>

or

Employer identification number									
<input type="text"/>	<input type="text"/>	-	<input type="text"/>						

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 ►
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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.

LAND DEVELOPMENT AND SUBDIVISION FEES EFFECTIVE JANUARY 1, 2026

Application Fees

Sketch Plan: \$500

Lot Line Adjustment/Consolidation Plan: \$500

Minor Subdivision Plan: \$1,000

Preliminary Major Subdivision Plan: \$1,500

Final Major Subdivision Plan: \$1,250

Minor Land Development 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