



PROFESSIONAL STAFF CONSULTATION APPLICATION

Project Name: _____

Project Location: _____

(Address and PIN)

| Application Category (check one): | Application Class (check one): | Associated Construction Permit Number(s): |
|---|--|--|
| <input type="checkbox"/> Civil & Land Planning Engineer | <input type="checkbox"/> Storm Water Management <input type="checkbox"/> Sewage Facilities Planning <input type="checkbox"/> Other _____ | |
| <input type="checkbox"/> Lighting | <input type="checkbox"/> Parking Lot Lighting <input type="checkbox"/> Other _____ | |
| <input type="checkbox"/> Geotechnical | <input type="checkbox"/> Geothermal <input type="checkbox"/> Infiltration & Soil Evaluation <input type="checkbox"/> Sinkhole Repair <input type="checkbox"/> Other _____ | |
| <input type="checkbox"/> Other | <input type="checkbox"/> Land Development Project <input type="checkbox"/> Code Interpretation <input type="checkbox"/> Utilities <input type="checkbox"/> Other _____ | <input type="checkbox"/> Engineering <input type="checkbox"/> Legal <input type="checkbox"/> Geotechnical <input type="checkbox"/> Lighting |

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

Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

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

Owner (same as above)
 Contract
 Purchaser
 Authorized Agent

Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

APPLICANT'S PROFESSIONAL SUPPORT INFORMATION (if applicable):

Engineer
 Surveyor
 Attorney
 Other: _____

Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

MINIMUM SUBMISSION REQUIREMENTS / CHECKLIST:

ALL SUBMISSION REQUIREMENTS MUST BE MET TO BE A COMPLETED SUBMISSION

STORM WATER MANAGEMENT REVIEW:

- Completed and Signed Application Form
- Letter of Title Certifying Owner of Record as of Date of Application
- Project Narrative
- Three (3) copies of a Stormwater Management Analysis performed by a certified engineer
- Three (3) copies of a Soil Erosion Control Narrative and plans for minimizing soil erosion sedimentation
- Three (3) copies of a Grading and Utility Plan showing contour intervals of existing and proposed grades, utilities, and easements
- Signed Escrow and Reimbursement Agreement
- Completed W-9 Form to Establish Escrow

SEWAGE FACILITIES PLANNING **OR** **GEOTECHNICAL**

- Completed and Signed Application Form
- Project Narrative and Supporting Documentation
- Signed Escrow and Reimbursement Agreement
- Completed W-9 Form to Establish Escrow

PARKING LOT LIGHTING

- Completed and Signed Application Form
- Letter of Title Certifying Owner of Record as of Date of Application
- Four (4) of each:
 - Project Narrative
 - Site Plan Depicting: parking lot, existing and proposed light poles, Isolux lines showing the lighting levels of the parking lot, light fixture mounting height
 - Lighting fixture Catalogue Information
 - Light Standard Installation Detail
- Completed Building Permit Application
- Completed Electrical Permit Application
- Signed Escrow and Reimbursement Agreement
- Completed W-9 Form to Establish Escrow

OTHER CONSULTATION REQUESTS:

- Completed and Signed Application Form
- Signed Escrow and Reimbursement Agreement
- Completed W-9 Form to Establish Escrow

LIST OF SUPPLEMENT MATERIAL SUBMITTED WITH THIS APPLICATION

- A) _____
- B) _____
- C) _____

FEE SCHEDULE AND ESCROW REQUIREMENTS:

| Application Category | Application Fee | Escrow Amount |
|---|------------------------|----------------------|
| Civil & Land Planning Engineering Review | \$150.00 | \$2,500.00 |
| Erosion & Sedimentation Control Review | \$150.00 | \$2,500.00 |
| Geotechnical Review | \$150.00 | \$2,500.00 |
| Land Development/Subdivision Pre-application Consultation | \$150.00 | \$2,500.00 |
| Lighting Consultant Review | \$150.00 | \$2,500.00 |

PLEASE WRITE SEPARATE CHECKS FOR THE APPLICATION FEE AND ESCROW PAYABLE TO "SOUTH WHITEHALL TOWNSHIP"

APPLICATION FEE SUBMITTED HEREWITH

ESCROW SUBMITTED HEREWITH

\$ _____

\$ _____

Check No. _____

Check No. _____

SIGNATURES:

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

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

Signature of Applicant

Printed Name

Date

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

Signature of Applicant

Printed Name

Date

Signature of Engineer

Printed Name

Date

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

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 Specific instructions 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. <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 <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. <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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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.

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



REQUIRED ESCROW ACCOUNT OPENING INFORMATION

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

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

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

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

PHYSICAL ADDRESS (PO Box not acceptable): _____

TELEPHONE NUMBER: _____ OCCUPATION/PROFESSION: _____

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

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

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

IF YES, PLEASE LIST THEM: _____

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

SIGNATURE: _____ **DATE:** _____

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

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

NON-INDIVIDUAL ENTITY'S NAME: _____

PHYSICAL ADDRESS (PO Box not acceptable): _____

TELEPHONE NUMBER: _____ ENTITY FORMATION DATE: _____

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

COUNTRY OF REGISTRATION: _____ STATE OF REGISTRATION: _____

DESCRIPTION OF BUSINESS SERVICES PROVIDED: _____

ARE YOU AN INTERNET GAMBLING BUSINESS: YES NO

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

IF YES, PLEASE LIST THEM: _____

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

SIGNATURE: _____ **DATE:** _____

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

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

BACKGROUND

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

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

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

DETAILS OF AGREEMENT

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

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

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

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

4. **Escrow Account.**

(a) Applicant hereby agrees to deposit with Township the sum of _____ Dollars (\$_____.00) as security for the payment of Township Expenses; said sum shall be delivered to the Township upon execution of this Agreement and will be held by the Township in an interest-bearing account (**“Escrow Account”**). The Township reserves

the right to demand at any time that the Escrow Account balance be increased if the Township determines in its sole discretion that the remaining balance may be insufficient to cover Township Expenses. Should the Township determine that an increase in the Escrow Account balance is necessary, the Township may elect to stop work on the Application until the Escrow Account balance has been increased.

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

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

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

6. **Final Action.**

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

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

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

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

9. **Breach of Agreement**

(a) If Township determines that Applicant has violated this Agreement, it may give written notice to Applicant of such violation and demand corrective action sufficient to cure the violation. If Applicant fails to cure the violation within fifteen (15) days after notice thereof by the Township, Township may bring an action at law or in equity in a court of competent jurisdiction to enforce this Agreement. Applicant and Township further agree that Township shall have the right and privilege to sue Applicant for reimbursement of Township Expenses and/or to impose a municipal lien. Township's

remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. The Township's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Township may have.

(b) All reasonable costs incurred by Township in enforcing this Agreement, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, shall be the responsibility of Applicant if Township substantially prevails.

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

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

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

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

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

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

15. **Waiver.** Failure or repeated failure by Township to insist upon strict compliance with any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions; and nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times. In addition, if any Township staff member exercises leniency with Applicant in failing to strictly abide by the

Township’s rights under this Agreement, no such action shall negate or alter the rights of Township under this Agreement.

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

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

Date:

APPLICANT:

Company/Entity Name

Printed Name (Individual or Company Contact Person and Title)

By: _____

Signature

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

Date:

SOUTH WHITEHALL TOWNSHIP

By: _____