

**HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 22-5**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP  
OF HANOVER, NORTHAMPTON COUNTY, PENNSYLVANIA TO  
AMEND CHAPTER 152 STORMWATER MANAGEMENT, OF THE  
CODE OF CODIFIED ORDINANCES, AND REPEAL ALL  
ORDINANCES INCONSISTENT HEREWITH.**

***WHEREAS***, Act 167 of 1978, more formally known as The Pennsylvania Stormwater Management Act (“Act 167”) requires municipalities to “adopt or amend, and shall implement such ordinances and regulations, including zoning, subdivision and development, building code, and erosion and sedimentation ordinances, as are necessary to regulate development within a municipality in a manner consistent with the applicable watershed stormwater plan and the provisions of this act”;

***WHEREAS***, Pennsylvania Department of Environmental Protection (“DEP”) is directed under Act 167 to develop, from time to time, model stormwater ordinances and amendments;

***WHEREAS***, DEP has developed its 2022 model stormwater ordinance.

***NOW THEREFORE***, be it enacted and ordained by the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania, and the same is hereby ordained and enacted as follows, to wit:

**SECTION 1.** The Board of Supervisors of Hanover Township, Northampton County, Pennsylvania, under the powers vested in them by the “Second Class Township Code” and Act 167 as amended, as well as other laws of the Commonwealth of Pennsylvania (the “Commonwealth”), do hereby ordain and enact the following amendment to the Hanover Township Stormwater Management Ordinance, as amended.

**SECTION 2.** Chapter 152 Stormwater Management, Article V Drainage Plan Requirements, § 152-17 Drainage Plan Review, Subsection D is deleted in its entirety and replaced as follows:

“D. The Township shall require an as-built survey of all stormwater BMPs and an explanation of any discrepancies with the drainage plan prior to issuance of a certificate of occupancy or prior to release of developer improvement security, if applicable.”

**SECTION 3.** Chapter 152 Stormwater Management, Article V Drainage Plan Requirements, § 152-19 Hardship Waiver Procedure is amended to add Subsection F as follows:

“F. No waivers may be granted by the Township for any provisions of this ordinance which may be covered under any required NPDES permit without prior approval from DEP.”

**SECTION 4.** Chapter 152 Stormwater Management, Article VI Inspections, § 152-20 Schedule of Inspections is amended to add Subsections C and D as follows:

“C. For all regulated earth disturbance activities, the licensed qualified professional shall certify that all permanent stormwater management BMPs have been constructed according to the approved plans and specifications.

D. As-built plans of all stormwater management BMPs shall be submitted to the township along with an explanation of any discrepancies with the construction plans.”

**SECTION 5.** Chapter 152 Stormwater Management, Article VIII Stormwater BMP Operation and Maintenance Plan Requirements, § 152-24.3 Covenant and agreement for maintenance of privately owned BMP(s) is amended to add Subsection C as follows:

“C. The property owner is required to provide an annual written inspection report for all BMPs to the Township.”

**SECTION 6.** Chapter 152 Stormwater Management, Article XI Prohibitions, § 152-29 Prohibited discharges and connections, Subsection C is deleted in its entirety and replaced as follows:

“C. Discharges that may be allowed based on the Township finding that the discharge(s) do not significantly contribute pollution to service waters of the Commonwealth are listed below:

- (1) Discharges or flows from firefighting activities.
- (2) Discharges from potable water sources including water line flushing and fire hydrant flushing, if such changes do not contain detectable concentrations of Total Residual Chlorine (TRC).
- (3) Non-contaminated irrigation water, sewer from lawn maintenance, landscape drainage and flows from riparian habitats and wetlands.
- (4) Diverted stream flows and springs.
- (5) Non-contaminated pumped ground water and water from foundation and footing drains and crawl space pumps.
- (6) Non-contaminated HVAC condensation and water from geothermal systems.
- (7) Residential (i.e., not commercial) vehicle wash water where cleaning agents are not utilized.
- (8) Non-contaminated hydrostatic test water discharges, if such discharges do not contain detectable concentrations of TRC.”

**SECTION 7.** Chapter 152 Stormwater Management, Article XI Prohibitions, § 152-31 Roof drains is deleted in its entirety and replaced as follows:

“§ 152-31 Roof Drains and Sump Pumps.

A. Roof drains shall not be connected to streets, sanitary or storm sewers or roadside ditches, except as provided in Subsection B of this section.

B. When it is more advantageous to connect directly to streets or storm sewers, connections of roof drains to streets or roadside ditches may be permitted by the Township.

C. Roof drains and sump pumps shall discharge to infiltration areas or vegetated BMPs to the maximum extent practicable.”

**SECTION 8. SEVERABILITY**

If any section, clause, provision or portion of this Ordinance or regulation incorporated herein shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance or regulation.

**SECTION 9. REPEALER**

All Ordinances and parts of Ordinances inconsistent herewith be and the same are hereby repealed.

**SECTION 10. EFFECTIVE DATE**

This Ordinance shall be effective five (5) days from the date of enactment.

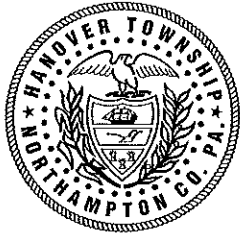
ENACTED AND ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania.

ATTEST:

HANOVER TOWNSHIP  
NORTHAMPTON COUNTY,  
PENNSYLVANIA

By: \_\_\_\_\_  
Christina M. Thomas, Secretary

By: \_\_\_\_\_  
JOHN D. NAGLE,  
Chairman, Board of Supervisors



**BOARD OF SUPERVISORS**  
**Zoning & Code Enforcement**  
*Hanover Township Northampton County*  
3630 Jacksonville Road  
Bethlehem, Pennsylvania 18017-9302  
610.866.1140  
Fax 610.758.9116

John J. Finnigan, Jr., Township Manager  
Yvonne D. Kutz, Zoning Officer – B.C.O.

September 22, 2022

To: Board of Supervisors  
John J. Finnigan, Jr  
Christine Thomas  
Barbara Baldo  
Joseph Moeser  
Brian Dillman  
Ted Lewis, Esquire  
Jim Broughal, Esquire  
Brien Kocher, HEA

RE: Zoning Petition: 22ZHB21  
Applicant: Christopher Fechter  
Property location: 1215 Alyssa Place  
Zoning District: R1-S, Residential Suburban Zoning District

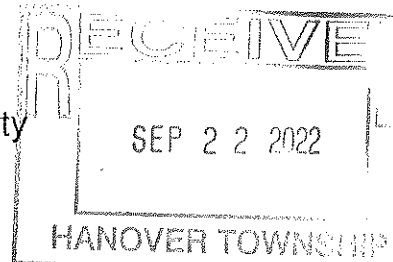
Enclosed is a copy of the application received August 18, 2022, from Christopher Fechter requesting relief from the prior zoning hearing board decision regarding the Dewire Estates Subdivision for maximum lot cover and Woodlands Ordinance in order to construct a single-family dwelling, driveway, walkway and an inground swimming pool area.

Next scheduled hearing is Thursday, October 27, 2022. Notice of Hearing to follow.

*Yvonne D. Kutz*



HANOVER TOWNSHIP, Northampton County  
3630 Jacksonville Rd, Bethlehem PA 18017  
Phone 610-866-1140 Fax 610-758-9116



### PETITION

NOTICE: This Petition, in order to be acted upon by the Zoning Hearing Board must be fully completed in accordance with the "instructions to applicant." Failure to do so will result in a denial of the Petition without refund of your filing fee.

Application is made this 18<sup>th</sup> day of AUGUST, 2022

**I. PROPERTY INFORMATION** (location and existing conditions for which a special permit is being applied):

1. Address of property for which a special permit is requested: 1215 ALYSSA PLACE  
BETHLEHEM PA 18018
2. Tax Parcel No.: N6NW4-15-10E
3. Current Zoning Classification: R1-S
4. The Dimension of the land area are: 135.0' x 170.66' x 135.0' x 170.19'
5. The real estate contains 23,003 square feet.
6. The real estate in question is presently classified under the Hanover Township Zoning Ordinance as:  
RESIDENTIAL  
(a) The real estate is presently used for the purpose of: VACANT LAND  
(b) and contains buildings and other improvements consisting of (if real estate is vacant land, so note):  
VACANT LAND

**II. OWNER INFORMATION**

1. Owner of property: CHRISTOPHER FECHTER Telephone 516-724-5446  
(all parties to the title must be listed, attach additional page if needed)  
Address 27 W. Washington Ave  
Bethlehem, PA 18018

**III. APPLICANT INFORMATION** (herein after known as the "Petitioner")

1. Applicant ("Petitioner(s)"): CHRISTOPHER FECHTER Telephone 516-724-5446  
(all parties must be listed, attach additional page if needed)  
Address 27 W. Washington Ave  
Bethlehem, PA 18018
2. Petitioner is the (check one or more)  
☒ Owner ☐ Occupant ☐ Agent for: \_\_\_\_\_ ☐ Other: \_\_\_\_\_
3. Attorney representing Petitioner(S): JAMES HOLTZINGER Telephone 610-867-5023  
Address 1216 LINDEN STREET  
BETHLEHEM PA 18018
4. Petitioner: (check appropriate action)  
☐ Hereby appeals from the decision of the Zoning Administrator, or other township Official; or  
☐ Hereby applies for a special exception or permit, or variance, from the terms of the Zoning Ordinance; or  
☒ Hereby applies for: VARIANCES FROM Z.O. SECTIONS 185-22F. WOODLAND COVERAGE  
185-22F.(2) MAXIMUM LOT COVERAGE
5. Petitioner appeals or makes application from the order, requirement, decision or determination of the Zoning Administrator or other Township Official made on \_\_\_\_\_, 20\_\_\_\_, which was as follows: (quote, or if insufficient space, attach additional page).  
N/A

6. Petitioner claims that the variance, exception, or other relief should be granted as herein requested under the following sections of the Hanover Township Zoning Ordinance. (cite all sections supporting your position, or relevant to the consideration of your Petition) VARIANCE FROM Z.O. SECTIONS 185-22 F. WOODLAND PERCENTAGE + SECTION 185-26 F.(2) MAXIMUM LOT COVERAGE

7. The variance or exception requested and the new improvements desired to be made as follows:

(a) Building(s) to be erected: SINGLE FAMILY DWELLING, w/ DRIVEWAY, SIDEWALKS + POOL AREA

(b) Building(s) to be changed: n/a

(c) Building(s) to be used for: n/a

8. The plot plan, drawings, sketches and other exhibits attached hereto are made a part hereof. Please include 22 copies of the petition and all these attachments.

9. Petitioner believes that the exceptions, variance, Conditional Use or other relief requested should be granted for the following reasons: (attach additional sheet if necessary)

10. Petitioner agrees to comply with all provisions of the Hanover Township Zoning Ordinance and is aware that the Ordinance provides for penalties for violations of its provisions.

11. The Petitioner further acknowledges that the Board does not have to consider any application until all information requested by the Board of Supervisors is submitted by said applicant, and that in the event this information is not submitted in full within twenty (20) days from the date of the initial Board of Supervisors Hearing, then the Board may deny such application, with or without prejudice to the applicant.

12. Wherever additional information is requested by the Zoning Hearing Board, and leave to submit additional information is specifically granted by the chairman of the Zoning Hearing Board, then in consideration of the Board's forbearance in not refusing the application at the conclusion of the hearing, the Petitioner agrees to extend the time for consideration of the application by the Zoning Board for the number of days after the date of decision specified in any Ordinance of the Township, by the same number of days which the Zoning Hearing Board's consideration of the Petition was delayed by failure on the part of Petitioner to submit additional information requested.

NOTE: All Petitioners must sign  
at least one must sign in the  
presence of a person capable  
of administering an oath (see below) \_\_\_\_\_ (SEAL)

  
Petitioner

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

NOTE: The following affidavit must be taken before a Notary Public or other appropriate official by one of the Petitioners.

FOR INDIVIDUAL PETITIONERS:

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

ON THIS, the 27<sup>th</sup> day of September, 2022, before me, Ryan Allison Bradbury  
the undersigned officer,  
personally appeared, Christopher Michael Fechter  
known to me (or satisfactorily proven) to be the person whose name (is)(are) subscribed to the within instrument, and  
acknowledged that he executed the same for the purposes therein.

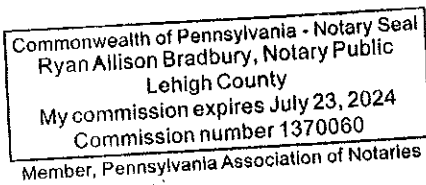
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
(SEAL)  
Signature of the Petitioner taking affidavit

Sworn to and subscribed before me  
This 27<sup>th</sup> day of September 2022.

Ryan Allison Bradbury  
NOTARY PUBLIC

My Commission Expires 07/23/2024



FOR CORPORATE PETITIONERS:

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

ON THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_  
the undersigned officer,  
personally appeared, \_\_\_\_\_  
who acknowledged \_\_\_\_\_ self to be the \_\_\_\_\_ of  
\_\_\_\_\_, a corporation, and that he as such \_\_\_\_\_ being  
authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the  
corporation by \_\_\_\_\_ self as \_\_\_\_\_.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
(SEAL)  
Signature of the Petitioner taking affidavit

Sworn to and subscribed before me  
This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

[Home](#) [Property Records](#) [County Website](#)

PARID: N6NW4 15 10E 0214  
FECHTER CHRISTOPHER,

Parcel

Owner

Multi-Owner

Residential

Commercial

Out Buildings

Land

Values

Homestead

Sales

Tax Information





ADJOINERS WITHIN 500' OF THE SUBJECT PROPERTY

1. N6SW1 – 1 – 2D  
Corey A. & Mary Sands, Revocable Living Trust  
1204 Birchwood Drive  
Bethlehem PA 18017-3648
2. N6SW1 – 1 – 2C  
Matthew & Clair Berry  
1218 Birchwood Drive  
Bethlehem PA 18017-3648
3. N6SW1 – 1 – 2A  
Paul Snellen & Helen K. Noti-Snellen  
1230 Birchwood Drive  
Bethlehem PA 18017-3648
4. N6SW1 – 1 – 2B  
Shirley M. Ross & Kathleen B. Dimmich  
1236 Birchwood Drive  
Bethlehem PA 18017-3648
5. N6SW1 – 1 – 3  
Sean & Jessica Maynard  
1242 Birchwood Drive  
Bethlehem PA 18017-3648
6. N6SW1 – 1 – 4  
Michael J. & Krista A. Achey  
1248 Birchwood Drive  
Bethlehem PA 18017-3648
7. N6NW4 – 15 – 2B  
John & Norma Fetherman  
1821 Rosewood Drive  
Bethlehem PA 18017-3661
8. N6NW4 – 15 – 2C  
Theodore M. Rewark & Joanne Kelhart  
1221 Oaksdide Drive  
Bethlehem PA 18017-3683
9. N6NW4 – 15 – 2D  
Imran Saleem  
1231 Oaksdide Drive  
Bethlehem PA 18017-3683
10. N6NW4 – 15 – 2E  
Nicholas & Susan Giacomopoulos  
1241 Oaksdide Drive  
Bethlehem PA 18017
11. N6NW4 – 15 – 2F  
Joanne Book & Michael Gerard Turcotte  
1251 Oaksdide Drive  
Bethlehem PA 18017-3683
12. N6NW4 – 15 – 2H  
Leonard C. Bandala et al  
1261 Oaksdide Drive  
Bethlehem PA 18017
13. N6NW4 – 15 – 2J-1  
Leonard C. Bandala & Linda Young-Bandala  
1261 Oaksdide Drive  
Bethlehem PA 18017-3683
14. N6NW4 – 15 – 2J  
Richard Jr. & Mary Leslie Kingston  
1232 Oaksdide Drive  
Bethlehem PA 18018
15. N6NW4 – 15 – 2L  
Johnnie S. & Sue A. Willis  
1202 Oaksdide Drive  
Bethlehem PA 18017-3682
16. N6NW4 – 15 – 2J-2  
Thomas J. & Alina Psitos  
3516 Margate Road  
Bethlehem PA 18020-7562
17. N6NW4 – 15 – 10D  
Domenic Villani  
930 Wafford Lane  
Bethlehem PA 18017-3892
18. N6NW4 – 15 – 10F  
Jeffrey J. Sluter et al  
1225 Alyssa Place  
Bethlehem PA 18017

19. N6NW4 – 15 – 10G  
Domenic Villani  
930 Wafford Lane  
Bethlehem PA 18017-3892

20. N6NW4 – 15 – 10H  
Domenic Villani  
930 Wafford Lane  
Bethlehem PA 18017-3892

21. N6NW4 – 15 – 10J  
David & Angeline Brong  
1204 Alyssa Place  
Bethlehem PA 18017-3674

22. N6NW4 – 15 – 12  
Gary R. & Deborah L. Mosser  
2386 Jacksonville Road  
Bethlehem PA 18017-3613

23. N6NW4 – 15 – 13  
Gary r. & Deborah L. Mosser  
2386 Jacksonville Raod  
Bethlehem PA 18017

24. N6NW4 – 15 – 13A  
William C. & Carol J. Stout  
2396 Jacksonville Road  
Bethlehem PA 18017-3613

25. N6NW4 – 15 – 14  
Japp R. & Sonja A. Van Den Heuel  
2480 Rosewood Drive  
Bethlehem PA 18017-3629

26. N6NW4 – 15 – 15A  
Amy L. Cardner & Steven V. Splett  
2420 Jacksonville Road  
Bethlehem PA 18017-3615

27. N6NW4 – 15 – 15  
Robert R. & Cynthia M. Granitz  
2500 Oakside Drive  
Bethlehem PA 18017

28. N6NW4 – 15 – 15B  
Musa & Nurcan Aci  
2477 Rosewood Drive  
Bethlehem PA 18017-3628

29. N6SNW4 – 15 – 15B-2  
Pantelis L. & Eva Dontas  
2457 Rosewood Drive  
Bethlehem PA 18017

30. N6NW4 – 15 – 15B-3  
Donald M. & Rosalie M. Wertman  
2460 Rosewood Drive  
Bethlehem PA 18017

31. N6NW4 – 15 – 15B-4  
Japp R. & Sonja A. Van Den Heuel  
2480 Rosewood Drive  
Bethlehem PA 18017-3629

32. N6NW4 – 15 – 10C  
Domenic Villani  
930 Wafford Lane  
Bethlehem PA 18017-3892

33. N6NW4 - 15 – 10C  
Robert P. Jr. & Tracy Ann Hilltop  
1960 Rosewood Drive  
Bethlehem PA 18017

34. N6NW4 – 15 – 10A  
M. Arif Fazil  
1 East Broad Street Suite 310  
Bethlehem PA 18018-5961

35. N6NW4 – 15 – 10  
Jeffrey J. Sharon M. Dewire  
2362 Jacksonville Road  
Bethlehem PA 18017-3613

36. N6NW4 – 15 – 2J-3  
Richard T Jr. & Mary Leslie  
1232 Oakside Drive  
Bethlehem PA 18018

37. N6SW1 – 2 – 2A  
Martin Lo Sasso  
1860 Rosewood Drive  
Bethlehem PA 18017-3662

38. N6SW1 – 2 – 2  
Craig B. Hynes & Laine Hawxhurst  
1820 Rosewood Drive  
Bethlehem PA 18017-3662

39. N6 – 18 -7  
City of Bethlehem  
10 East Church Street  
Bethlehem PA 18017
40. N6NW4 – 15 – 2G  
Dunn Noble 2240 LLC  
c/o Walgreen Co Real Estate  
Property Tax  
PO Box 1159  
Deerfield IL 60015
41. N6NW4 – 15 - 4  
Mark J. Tanczos  
2330-40 Jacksonville Road  
Bethlehem PA 18017-3613
42. N6NW4 – 15- 5  
J R & U Holdings LLC  
PO Box 52336  
Philadelphia PA 19115-7336
43. N6NW4 - 15 - 10  
Jeffrey J. & Sharon M. Dewire  
2362 Jacksonville Road  
Bethlehem PA 18017-3613
44. N6NW4 – 15 -11  
Alyssa D. & Loe J. III Gould  
2368 Jacksonville Road  
Bethlehem PA 18017-3613
45. N6NW4 – 16 – 4  
Marianny & Hector M. Succart  
2361 Jacksonville Road  
Bethlehem PA 18017-3612
46. N6NW4 – 16- 3  
Zolton J. & Anna H. Takacs  
2377 Jacksonville Road  
Bethlehem PA 18017-3612
47. N6NW4 – 16 – 6  
PFC Bethlehem LLC  
c/o Director of Planning &  
Development  
500 Cox Road Suite 100  
Glen Allen VA 23060
48. N6NW4 – 16 - 2  
Alfred & Diane E. Manganiello  
2395 Jacksonville Road  
Bethlehem PA 18017
49. N6NW4 - 14 - 1A  
John Bellew  
2465 Jacksonville Road  
Bethlehem PA 18017-3614

STORM WATER LOGS

# Soil Description Log

Test Pit Location: TP-102

Surface Elevation: 370.0'

Equipment Used: Komatsu PC120 Excavator

Excavating Company: Broad Excavating

Total Depth: 10.0'

Ground Cover / Land Use: Overgrown Lot with Sporadic Trees

Limiting Zone: None Observed (>10.0')

Initial Water Depth: Dry Time: 0.0 hrs. Date: 8/29/2022

Subsequent Water Depth: Dry Time: 3.0 hrs. Date: 8/29/2022

Additional Notes: Infiltration Testing Depth (Elevation) @ 5.0' (355.0')


## Profile Description

Depth (ft.)	Boundary	Matrix Color	Redox Features	Mottle Color	Texture	Structure	Consistence	Remarks
1 0.0 to 0.6	clear smooth	brown	---	---	silt loam	strong medium granular	friable	(topsoil - 7"), easy excavating, soft, moist; with fine to medium roots
2 0.6 to 3.8	clear wavy	orange brown	---	---	silt loam	strong fine subangular blocky	friable	easy excavating, medium stiff, slightly moist
3 3.8 to 9.2	gradual wavy	light brown	---	---	sandy loam	moderate very fine subangular blocky	loose to friable	easy excavating, loose to medium dense, dry to slightly moist
4 9.2 to 10.0	---	light brown	---	---	very channery sandy loam	moderate very fine subangular blocky	friable	easy excavating, medium dense, dry; with channers (45%) (highly weathered limestone)
								End of Test Pit

RECEIVED

SEP 2 2 2022

HANOVER TOWNSHIP

**EARTH  
ENGINEERING  
INCORPORATED**  
*Geotechnical Engineers & Geologists*

149 Main Street  
Emmaus, Pennsylvania 18049  
www.earthengineering.com eei@earthengineering.com

Project Name: 1215 Alyssa Place  
Project Number: 35203.00  
Date of Testing: 8/29/2022  
EEI Representative: D. Fink  
EEI Client: Martin, Bradbury, & Griffith, Incorporated  
Compiled by: D. Fink  
Sheet Number: 2 of 2

# Soil Description Log

Test Pit Location: TP-101

Surface Elevation: 371.0'

Equipment Used: Komatsu PC120 Excavator

Excavating Company: Broad Excavating

Total Depth: 10.0'

Ground Cover / Land Use: Overgrown Lot with Sporadic Trees

Limiting Zone: None Observed (>10.0')

Initial Water Depth: Dry Time: 0.0 hrs. Date: 8/29/2022

Subsequent Water Depth: Dry Time: 3.0 hrs. Date: 8/29/2022

Additional Notes: Infiltration Testing Depth (Elevation) @ 6.0' (355.0')

## Profile Description

Depth (ft.)	Boundary	Matrix Color	Redox Features	Mottle Color	Texture	Structure	Consistence	Remarks
1 0.0 to 0.9	clear wavy	light brown	---	---	silt loam	moderate fine granular	friable	(FILL), easy excavating, soft, moist; with fine roots and trace gravel (5%)
2 0.9 to 1.6	abrupt smooth	brown	---	---	silt loam	strong fine to medium subangular blocky	very friable	(Remnant Topsoil), easy excavating, soft, moist, with fine to medium roots
3 1.6 to 4.3	clear wavy	orange brown	---	---	silty clay loam	moderate fine subangular blocky	friable	easy excavating, medium stiff, slightly moist
4 4.3 to 10.0	---	light brown	---	---	sandy loam	strong fine to medium subangular blocky	very friable to friable	easy excavating, medium dense, dry to slightly moist
								End of Test Pit

**EARTH ENGINEERING INCORPORATED**  
*Geotechnical Engineers & Geologists*

149 Main Street  
 Emmaus, Pennsylvania 18049  
[www.earthengineering.com](http://www.earthengineering.com) [eei@earthengineering.com](mailto:eei@earthengineering.com)

Project Name: 1215 Alyssa Place

Project Number: 35203.00

Date of Testing: 8/29/2022

EEL Representative: D. Fink

EEL Client: Martin, Bradbury, & Griffith, Incorporated

Compiled by: D. Fink

Sheet Number: 1 of 2



**RESOLUTION 22 – 18**  
**HANOVER TOWNSHIP – NORTHAMPTON COUNTY**

**WHEREAS**, The Board of Supervisors of Hanover Township (“Township”), Northampton County, Pennsylvania (“Applicant”) desires to apply for grants with the Commonwealth Financing Authority (“Authority”) from the Local Share Account of Monroe County; and

Be it **RESOLVED** that the Board of Supervisors of Hanover Township, Northampton County hereby requests a Local Share Account – Monroe County grant of \$77,102.10 from the Commonwealth Financing Authority to be used for a 2023 Ford Utility Police Interceptor Vehicle and upfitting.

**NOW THEREFORE, IT IS FURTHER RESOLVED THAT:**

1. Any application for a grant from the Authority may be signed on behalf of the applicant by the officials of the Township of Hanover who, at the time of signing, has **TITLE** of **Chairman**, Board of Supervisors; or **Vice Chairman**, Board of Supervisors; or **Township Secretary**, **Township Treasurer** or **Township Manager**.
2. The signature page for the grant agreement can be executed on behalf of the Township by the Official who, at the time of the signing of the agreement, has the **TITLE** specified in paragraph 1 and the Township is bound by the grant agreement.
3. If this official signed the “**Signature Page for Grant Application**” prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
4. Any amendment to the grant agreement can be executed on behalf of the Township by the Official who, at the time of the signing of the agreement, has the **TITLE** specified in paragraph 1 and the Township is bound by the grant amendment.
5. This Resolution shall remain in effect and binding until rescinded or modified by the Board of Supervisors, Township of Hanover.

RESOLVED this 27<sup>th</sup> day of September 2022.

ATTEST

BOARD OF SUPERVISORS  
Hanover Township,  
Northampton County

By: \_\_\_\_\_  
Beth A. Bucko, Assistant Secretary  
Board of Supervisors

By: \_\_\_\_\_  
John D. Nagle, Chairman  
Board of Supervisors

I hereby certify that this Resolution was adopted by the Board of Supervisors, Hanover Township, Northampton County, this 27<sup>th</sup> day of September 2022, and said Resolution has been recorded in the Minutes of the Board of Supervisors of Hanover Township and remains in effect as of this date.

\_\_\_\_\_  
Beth A. Bucko, Assistant Secretary  
Board of Supervisors, Hanover Township -  
Northampton County

# BETHLEHEM CARRIAGE COMPANY

P. O. BOX 11

BATH, PA 18014

11 Addicks Street 1st fl.

Trail Rides - Events & More!

WWW.BETHLEHEMCARRIAGE.COM

P.O. Box 11

Bath, PA 18014

Phone: 610-730-1973



Deposit of \$ 1368 is required.  
Please return signed and filled out with deposit.

## Agreement Contract for Horse-Drawn Carriage/Wagon

### Terms:

- ❖ **Weather Conditions:** Bethlehem Carriage Company will provide service under most weather conditions. However, if the weather is too severe and considered unsafe, then Bethlehem Carriage Company reserves the right to cancel for the event and 50 % of the rate will be refunded so long as Bethlehem Carriage Company cancels the morning of the event. If client cancels for the event then no refund shall be issued.
- ❖ **Deposit:** Deposit of 50% is non-refundable unless Bethlehem Carriage Company is unable to fulfill their service duties due to mechanical or equipment failure, or illness etc.
- ❖ **Changes:** The client agrees to contact Bethlehem Carriage Company immediately of any changes that will concern them for the event. We will be in touch a few days before the event to reconfirm all the details, so please be sure to allow a way for us to reach you during that time.
- ❖ **If Event Runs Late:** We strive to arrive 15 minutes before our scheduled time to ensure promptness. If the event is late, then a shorter ride will be given or additional cost will be billed if the time goes over the planned scheduled time on contract at the rate of \$ 190 per 1/2 hour.
- ❖ **Cancellations:** If due to the rare event of circumstances beyond our control (mechanical or equipment failure, or illness etc.) the entire amount will be refunded and the client agrees by signing below that they understand no further compensation will be given. If Bethlehem Carriage Company would need to cancel, we would notify the client immediately.
- ❖ **Pictures:** By signing this contract, I grant permission to use any pictures taken for promotional use.
- ❖ **Liability Law:** I hereby acknowledge and understand that I and all other participants assume the risk of equine activities pursuant to Pennsylvania Law.

Date of Event: 12-2-22 Type of Horse-Drawn Vehicle: wagon sleigh Preference Color of Horse: various

Intended Use: The Lighting Rides

Description of Service: \_\_\_\_\_

Arrival and End Times: 6:00 - 8:30 pm

Location (Pick-up Address): same route as previous year

Location (Drop-off Address): \_\_\_\_\_

Total Number of People: 12 Total Hours Billed: 2 1/2

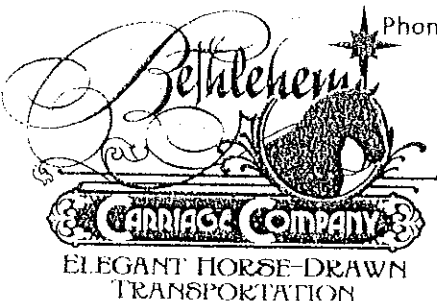
Price of Service: \$ 99 Gratuity 20%: \$ 22.8 Total: \$ 1368 x 2 = \$ 2736

By signing this contract you have read and agreed to all terms and information listed above.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Print: Hanover Township Tree Lighting / Beth Bucko  
Address: 3630 Jacksonville Rd.  
Bethlehem, PA 18017  
Phone: 610-866-1140 ext. 235 Cell Phone: bbucko@hanover-twp-nc.o

\$ 1368, 50% deposit (non-refundable) and signed contract must be received to reserve date.

The balance of \$ 1368 is due before 1 week prior to date the service is rendered.



- Please make checks payable to: \* " Bethlehem Carriage Company



## **BID OPENING MINUTES**

**September 16, 2022**

The Bids for the Hanover Township Municipal Pool were opened at the Hanover Township Municipal Building, 3630 Jacksonville Road, Bethlehem, Pennsylvania, 18017 at 3:00 P.M.

Present for the opening was the Public Works Director, Vince Milite, and Township Secretary, Christina M. Thomas.

The following bids were opened:

1. Heim Construction Co., Inc., 1020 Chestnut Road, Orwigsburg, PA 17961
  - a. 10% Bid Bond enclosed
  - b. Total bid price: \$6,745,325.00

The bids have been tabled until they are reviewed by the Board of Supervisors, Township Solicitor and Township Manager.

The bid opening concluded at 3:05 P.M.

Christina M. Thomas  
Township Secretary

## DOCUMENT 004393 - BID SUBMITTAL CHECKLIST

## PART 1 - GENERAL

## 1.1 BID INFORMATION

- A. Bidder: Heim Construction Co. Inc.
- B. Prime Contract: Yes
- C. Project Name: Hanover Township Municipal Pool.
- D. Project Location: 3650 Jacksonville Road, Bethlehem, PA.
- E. Owner: Township of Hanover - Northampton County.
- F. Architect: BKP Architects.

## 1.2 BIDDER'S CHECKLIST

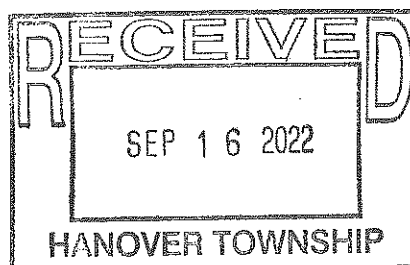
- A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder's convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.
- B. Attach this completed checklist to the outside of the Submittal envelope.
  - 1. Used the Bid Form provided in the Project Manual.
  - 2. Prepared the Bid Form as required by the Instructions to Bidders.
  - 3. Indicated on the Bid Form the Addenda received.
  - 4. Attached to the Bid Form: Bid Supplement Form - Unit Prices.
  - 5. Attached to the Bid Form: Proposed Schedule of Values Form.
  - 6. Attached to the Bid Form: Bid Bond OR a certified check for the amount required.
  - 7. Bid envelope shows name and address of the Bidder.
  - 8. Bid envelope shows name of Project being bid.
  - 9. Bid envelope shows time and day of Bid Opening.
  - 10. Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.
  - 11. Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 004393

BID SUBMITTAL CHECKLIST



004393 - 1

## DOCUMENT 004322 - UNIT PRICES FORM

## PART 1 - GENERAL

## 1.1 BID INFORMATION

- A. Bidder: Heim Construction Co., Inc.
- B. Project Name: Hanover Township Municipal Pool.
- C. Project Location: 3650 Jacksonville Road, Bethlehem, PA.
- D. Owner: Hanover Township - Northampton County.
- E. Architect: BKP Architects.

## 1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work.

## 1.3 UNIT PRICES

- A. Unit-Price No. 1: Low Mobility Grouting.

1. Linear Foot of Grout Pipe Installed:

Sixty-six and 25/100 - dollars (\$ 66.25) per unit.

2. Cubic Foot of Grout:

Three hundred fifty-six and 25/100 dollars (\$ 356.25) per unit.

## 1.4 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 16th day of September, 2022.

- B. Submitted By: Heim Construction Co., Inc.

(Insert name of bidding firm or corporation)

- C. Authorized Signature: 

(Handwritten signature).

D. Signed By: Michael Wright

(Type or print name).

E. Title: VP of Operations

(Owner/Partner/President/Vice President).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 004322

# PAYMENT APPLICATION

TO :

NAME AND LOCATION: Hanover Township – Pool

APPLICATION # 1

PERIOD THRU: PROJECT #s: DATE OF CONTRACT:

Distribution to:  
☐ OWNER  
☐ ARCHITECT  
☐ CONTRACTOR

FROM : Heim Construction Co., Inc.  
1020 Chestnut Road  
Orwigsburg PA 17961  
570-968-4445

VIA ARCHITECT:

FOR:

## Contractor's Summary of Work

Application is made for payment as shown below. Continuation Page is attached.

1. CONTRACT AMOUNT	6,745,325.00	
2. SUM OF ALL CHANGE ORDERS	0.00	
3. CURRENT CONTRACT AMOUNT	0.00	(Line 1 +/- 2)
4. TOTAL COMPLETED AND STORED	0.00	
(Column G on Continuation Page)		
5. RETAINAGE:		
a. 10.00 % of Completed Work	0.00	(Columns D+E on Continuation Page)
b. 0.00 % of Stored Material	0.00	(Column F on Continuation Page)
Total Retainage (Line 5a+5b or Column I on the Continuation Page)	0.00	
6. TOTAL COMPLETED AND STORED LESS RETAINAGE	0.00	(Line 4 minus Line 5 Total)
7. LESS PREVIOUS PAYMENT APPLICATIONS	0.00	
8. PAYMENT DUE	0.00	
9. BALANCE TO COMPLETION	16.00	(Line 3 minus line 6)

	Additions	Deductions
Total changes approved in previous months	0.00	0.00
Total approved this month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under Contract have been used to pay Contractor's cost for labor materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Heim Construction Co., Inc.

By: Christy Joy, CFO, CPA Date: 10/30/2008  
State of: Pennsylvania County of: Schuylkill  
Subscribed and sworn to before me this day of  
Notary Public: Jill M. Bobbin  
My Commission expires: May 4, 2026

## Architect's Certificate

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and that quality of workmanship and materials conforms to the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT :  
(If the certified amount is different from the payment due, you should attach and explanation, initial all the figures that are changed to match the certified amount)

ARCHITECT:

By: Date:

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

# CONTINUATION SHEET

PROJECT# 20009  
Sample

APPLICATION NO: 1

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

Payment Application containing Contractor's signature is attached

A	B	C	D	E	F	G	H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK AMOUNT PREVIOUS PERIOD	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
Description of Work	Scheduled	Changes	Contract	Current Comp.	Stored Mat.	Total Comp.	Balance	Retained
1 - General Requirements	334,637.00							
2 - Site Work	1,547,758.00							
3 - Concrete	3,305,697.00							
4 - Masonry	191,250.00							
5 - Metals	15,814.00							
6 - Wood & Plastics	108,426.00							
7 - Thermal/Moisture Pro.	218,398.00							
8 - Doors & Windows	80,542.00							
9 - Finishes	77,778.00							
10 - Specialties	25,229.00							
11 - Equipment	114,935.00							
12 - Furnishings	3,496.00							
13 - Special Construction	0.00							
14 - Conveying Systems	0.00							
15 - Mechanical	394,133.00							
16 - Electrical	327,232.00							
<b>Totals:</b>	<b>6,745,325.00</b>							

**PROJECT# 20009**  
**Sample**

APPLICATION NO: 1  
APPLICATION DATE:  
PERIOD TO:  
ARCHITECT'S PROJECT NO:

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G/C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIOD	AMOUNT THIS PERIOD					
Description of Work			Contract		Stored Mat.		Total Comp.		Retained
	Scheduled	Changes	Previous	Current Comp.	%			Balance	
1 - General Requirements	334,637.00								
2 - Site Work	1,547,758.00								
3 - Concrete	3,305,697.00								
4 - Masonry	191,250.00								
5 - Metals	15,814.00								
6 - Wood & Plastics	108,426.00								
7 - Thermal/Moisture Pro.	218,398.00								
8 - Doors & Windows	80,542.00								
9 - Finishes	77,778.00								
10 - Specialties	25,229.00								
11 - Equipment	114,935.00								
12 - Furnishings	3,496.00								
13 - Special Construction	0.00								
14 - Conveying Systems	0.00								
15 - Mechanical	394,133.00								
16 - Electrical	327,232.00								
Totals:	6,745,325.00								

[illegible]

## DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

## PART 1 - GENERAL

## 1.1 BID INFORMATION

- A. Bidder: Heim Construction Co., Inc.
- B. Project Name: Hanover Township Municipal Pool.
- C. Project Location: 3650 Jacksonville Road, Bethlehem, PA.
- D. Owner: Township of Hanover - Northampton County.
- E. Architect: BKP Architects.

## 1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by BKP Architects and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. For the stipulated sum of: six million, seven hundred forty-five thousand Dollars thirty-two  
 (\$ 6,745,325.00 ). and 00/100
2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004322 "Unit Prices Form".

## 1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (10%) of the Base Bid amount above:

1. Bid Guarantee six hundred seventy-four thousand, five hundred thirty-two Dollars and 50/100
2. (\$ 674,532.50 ).



- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

#### 1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

1. Concrete Work: Herm Construction
2. Masonry Work: Bhbach Masonry
3. Roofing Work: Warko
4. Plumbing Work: Quinn
5. HVAC Work: Yeakle
6. Electrical Work: GCS

#### 1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within **252 calendar days**.

#### 1.6 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated August 12, 2022 ✓
2. Addendum No. 2, dated \_\_\_\_\_
3. Addendum No. 3, dated \_\_\_\_\_
4. Addendum No. 4, dated \_\_\_\_\_

#### 1.7 BID SUPPLEMENTS

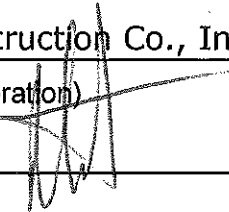
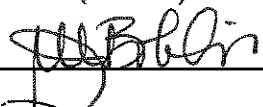
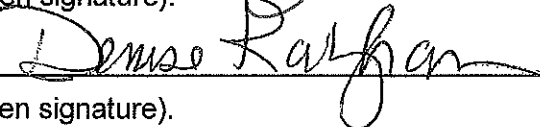
- A. The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement - Unit Prices.
2. Bid Form Supplement - Bid Bond Form (AIA Document A310-2010).

## 1.8 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the Commonwealth of Pennsylvania, County of Northampton, Township of Hanover, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

## 1.9 SUBMISSION OF BID

- A. Respectfully submitted this 16th day of September, 2022.
- B. Submitted By: Heim Construction Co., Inc.  
(Name of bidding firm or corporation)
- C. Authorized Signature:   
(Handwritten signature).
- D. Signed By: Michael Wright  
(Type or print name).
- E. Title: VP of Operations  
(Owner/Partner/President/Vice President).
- F. Witnessed By:   
(Handwritten signature).
- G. Attest:   
(Handwritten signature).
- H. By: Denise Rautzhan  
(Type or print name).
- I. Title: Assistant Secretary  
(Corporate Secretary or Assistant Secretary).
- J. Street Address: 1020 Chestnut Road
- K. City, State, Zip: Orwigsburg, PA 17961
- L. Phone: (570) 968-4445
- M. Federal ID No.: 23-2779563

(Affix Corporate Seal Here).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 004113

# AIA® Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Heim Construction Company, Inc.  
1020 Chestnut Road  
Orwigsburg, PA 17961

### OWNER:

(Name, legal status and address)

Township of Hanover - Northampton County  
3650 Jacksonville Road  
Bethlehem, PA 18017

**BOND AMOUNT:** \$ 10% of the total amount bid

### PROJECT:

(Name, location or address, and Project number, if any)

Contract No. 085-22 - Hanover Township Municipal Pool

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

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User Notes:

(3B9ADA34)

Signed and sealed this 16th day of September, 2022.

[Signature]  
(Witness)

[Signature]  
(Witness)

Helm Construction Company, Inc.  
(Contractor as Principal) (Seal)

[Signature]  
(Title)

Liberty Mutual Insurance Company  
(Surety) (Seal)

[Signature]  
(Title) Gina M. Semonelle, Attorney-in-Fact

Init.

## CONSENT OF SURETY

We, the undersigned surety,

Liberty Mutual Insurance Company

a corporation organized and existing under the State of MASSACHUSETTS  
are hereby authorized to do business in the State of PA  
do hereby consent and agree with

Township of Hanover - Northampton County

that if the foregoing proposal of Heim Construction Company, Inc.

for Contract No. 085-22 - Hanover Township Municipal Pool

be accepted and the contract timely awarded and executed by the  
Obligee and Principal, that we will, as surety, upon its being so  
awarded and entered into, become surety for the said project in the  
sum not to exceed 100% for the faithful performance of said contract.

Signed and sealed: September 16, 2022

Liberty Mutual Insurance Company

By: Gina M. Semonelle  
Gina M. Semonelle, Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8207579-019058**

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brent D. Headley; Christopher R. Smith; Denise A. Medlar; Gemma B. Fendler; Gina M. Semonelle; Joseph T. Catania; Mary L. Lawrence; Portia V. Manders; Richard G. Anderson; Sandra R. DiGiulio

all of the city of Wilmington state of DE each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of March, 2022.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 30th day of March, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV. - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of September, 2022.



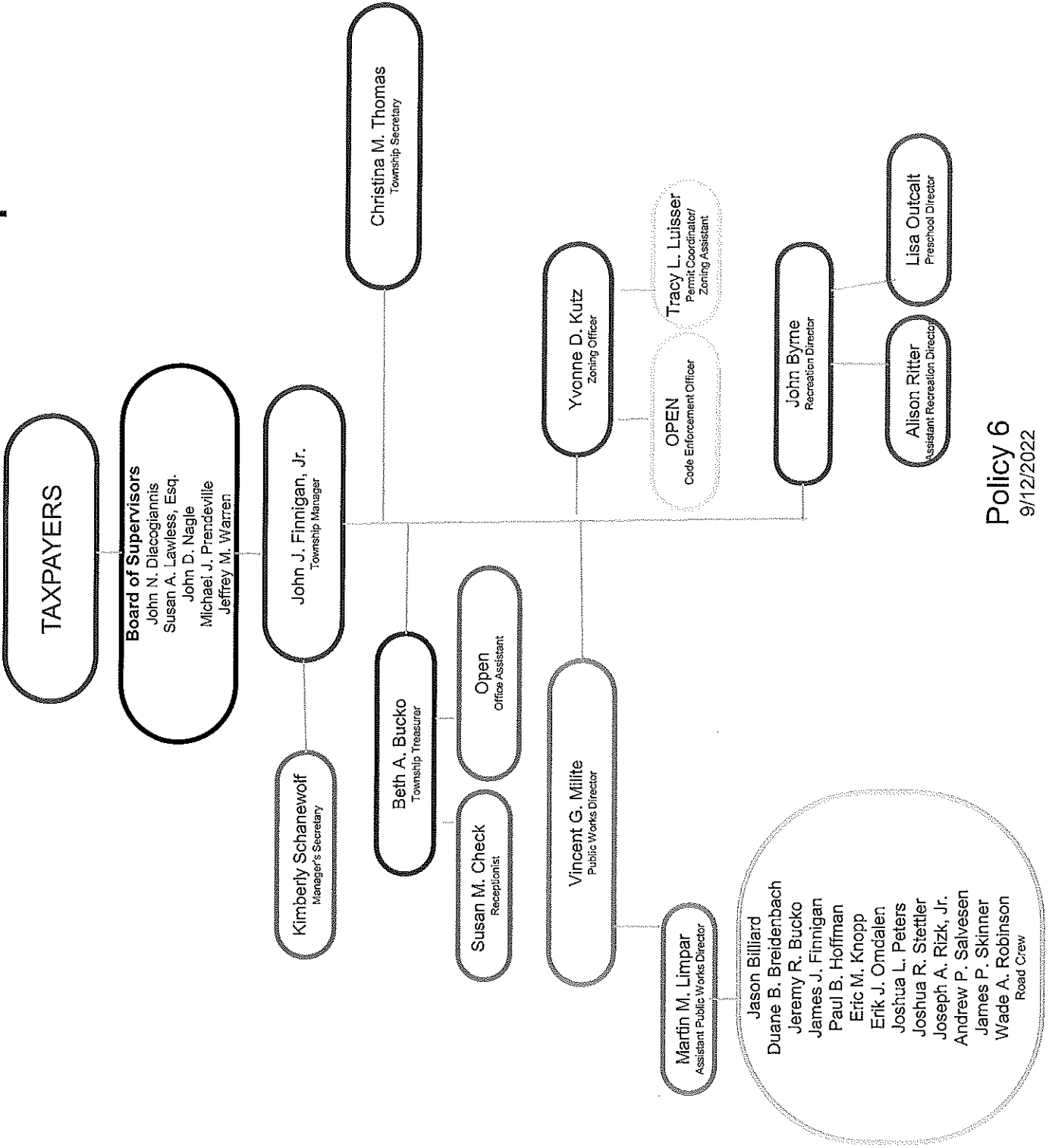
By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

# Hanover Township



## Policy 6 Organization Chart

The Township Manager shall prepare an organization chart and submit the same to the Board of Supervisors one month before the Reorganization Meeting.

In addition, an organization chart must be submitted to the Board within one month after appointment to the position of Manager.

Adopted October 13, 2020



**Continuation Certificate**

**The Hartford Insurance Group**

The Hartford Fire Insurance Company

(hereinafter called the Company)

hereby continues in force its Bond No. 42BSBIE4511

in the sum of Two Million Eight Hundred Ninety Three Thousand Four Hundred One and  
00/100 Dollars, \$2,893,401.00

on behalf of Columbia Wegman Hanover, LLC

in favor of Township of Hanover

for the (extended) term beginning on October 15, 2022

and ending on October 15, 2023

subject to all the covenants and conditions of said Bond, said bond and this and all continuations thereof being one  
continuous contract.


This Continuation is executed upon the express condition that the Company's liability under said Bond and  
this and all continuations thereof shall not be cumulative and shall in no event exceed the sum of

Two Million Eight Hundred Three Thousand Four Hundred One and 00/100 Dollars.

IN WITNESS THEREOF, the Company has caused this instrument to be signed by its officers proper for  
the purpose and its corporate seal to be hereto affixed on September 14, 2022

Hartford Fire Insurance Company

By:

  
Elizabeth A. Stickman Attorney in fact

~~XXXXX~~ Witness:

  
\_\_\_\_\_

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ARMFIELD HARRISON & THOMAS INC

Agency Code: 42-640224

- |                                     |  |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut         |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana         |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/>            | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana            |
| <input type="checkbox"/>            | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois     |
| <input type="checkbox"/>            | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana   |
| <input type="checkbox"/>            | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Katherine L. Armfield, David L. Schaefer, Elizabeth A. Stickman of LEESBURG, Virginia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT } ss. Hartford  
COUNTY OF HARTFORD }

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 14, 2022  
Signed and sealed at the City of Hartford.



*Kevin Heckman*  
Kevin Heckman, Assistant Vice President



[jzator@zatorlaw.com](mailto:jzator@zatorlaw.com)

September 26, 2022

**TRANSMITTED VIA EMAIL**

[cthomas@hanovertpw-nc.org](mailto:cthomas@hanovertpw-nc.org)

Board of Supervisors  
c/o Christina Thomas  
Hanover Township – Northampton County  
3630 Jacksonville Road  
Bethlehem, PA 18017-9303

**RE: Jaindl – Hanover Corporate Center 2  
Remaining Traffic/Roadway Improvements  
Time Extension Request**

Dear Supervisors:

In my role as counsel to Jaindl Land Company, I respectfully submit this letter requesting a one-year time extension through September, 2023. This time extension would be with respect to completion of all required traffic/roadway improvements for Hanover Corporate Center 2 which are an obligation of Jaindl to have completed on or before September 2023.

If you have any questions, or if there is any need for a Jaindl representative to be in attendance at your September 27 Board meeting, do please let me know.

Thank you.

Very truly yours,

*Joseph A. Zator II*

Joseph A. Zator II

JAZ:jlw

cc: John J. Finnigan, Jr. (via email [jfinnigan@hanovertpw-nc.org](mailto:jfinnigan@hanovertpw-nc.org))  
James L. Broughal, Esq. (via email [jimbroughal@broughal-devito.com](mailto:jimbroughal@broughal-devito.com))  
James A. Milot (via email [jmilot@hanovereng.com](mailto:jmilot@hanovereng.com))  
Brien Kocher (via email [bkocher@hanovereng.com](mailto:bkocher@hanovereng.com))  
David M. Jaindl (via email [david.jaindl@jaindl.com](mailto:david.jaindl@jaindl.com))  
Adam Jaindl (via email [adam.jaindl@jaindl.com](mailto:adam.jaindl@jaindl.com))  
Wendy Nicolosi, Esq. (via email [wendy.nicolosi@jaindl.com](mailto:wendy.nicolosi@jaindl.com))

AMERICAN HERITAGE BUILDING  
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Allentown, Pennsylvania 18104  
Ph: 610.432.1900 F: 610.432.1707  
[www.zatorlaw.com](http://www.zatorlaw.com)

ATTORNEYS AND  
COUNSELORS AT LAW

Joseph A. Zator II  
Andrew D. Hoffman  
Jennifer R. Alderfer  
Marissa R. Harper

OF COUNSEL  
Paul D. North, Jr., P.E.  
Thomas L. Harper

Christine Sutjak (via email [christine.sutjak@jaindl.com](mailto:christine.sutjak@jaindl.com))  
John McRoberts, PE (via email [jmcroberts@pidcockcompany.com](mailto:jmcroberts@pidcockcompany.com))  
Brian E. Harman P.E., P.T.O.E. (via email [bharman@pidcockcompany.com](mailto:bharman@pidcockcompany.com))  
Erin Witt (via email [erin.witt@jaindl.com](mailto:erin.witt@jaindl.com))