

September 20, 2022

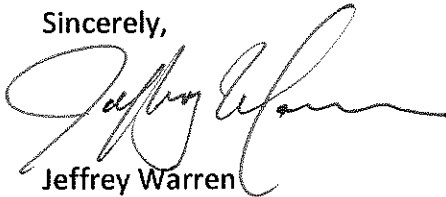
Beth A. Bucko
Assistant Secretary
Township of Hanover
3630 Jacksonville Road
Bethlehem, PA 18017-9302

Dear Mrs. Bucko:

This correspondence is directed to your attention to inform you and the residents of Hanover Township that I will be resigning from the Board of Supervisors at the end of business on Friday, October 14, 2022.

Serving the residents of Hanover Township, Northampton County since January 2020 has been a pleasure and honor. Please let me know if I can be of assistance in the future as my role and responsibilities are transferred to another resident of the Township. Further, I wish you and all of our Township employees the best in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey Warren", written over the printed name.

Jeffrey Warren
Supervisor
Township of Hanover, Northampton County

Cc: Board of Supervisors
John J. Finnigan, Township Manager

**TOWNSHIP OF HANOVER
NORTHAMPTON COUNTY, PENNSYLVANIA
RESOLUTION NO. 2022-19**

***A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF
HANOVER, NORTHAMPTON COUNTY, PENNSYLVANIA, AUTHORIZING THE
APPOINTMENT OF BRIAN BORTZ TO FILL THE VACANCY OF A MEMBER OF THE
BOARD OF SUPERVISORS OF THE TOWNSHIP OF HANOVER CREATED BY THE
RESIGNATION OF JEFFREY M. WARREN***

WHEREAS, a vacancy in the office of Township of Hanover Supervisors due to the resignation of Jeffrey M. Warren on October 14, 2022 has occurred; and

WHEREAS, pursuant to §407 of the Pennsylvania Second Class Township Code, the vacancy in the office of supervisors must be filled within thirty (30) days of such vacancy by a resolution appointing a registered elector of the Township.

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED by the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania, that:

The Board of Supervisors of the Township of Hanover hereby appoint Brian Bortz to fill the vacancy in the Office of Supervisors pursuant to the provisions of §407 of the Second Class Township Code.

ADOPTED AND RESOLVED at a duly conducted meeting of the Board of Supervisors of the Township of Hanover the 8TH day of **November 2022**.

ATTEST:

HANOVER TOWNSHIP
NORTHAMPTON COUNTY
BOARD OF SUPERVISORS

By: _____
Christina M. Thomas, Secretary

By: _____
John D. Nagle, President

**TOWNSHIP OF HANOVER
NORTHAMPTON COUNTY, PENNSYLVANIA
RESOLUTION NO. 2022-19**

***A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF
HANOVER, NORTHAMPTON COUNTY, PENNSYLVANIA, AUTHORIZING THE
APPOINTMENT OF BARRY CHECK TO FILL THE VACANCY OF A MEMBER OF THE
BOARD OF SUPERVISORS OF THE TOWNSHIP OF HANOVER CREATED BY THE
RESIGNATION OF JEFFREY M. WARREN***

WHEREAS, a vacancy in the office of Township of Hanover Supervisors due to the resignation of Jeffrey M. Warren on October 14, 2022 has occurred; and

WHEREAS, pursuant to §407 of the Pennsylvania Second Class Township Code, the vacancy in the office of supervisors must be filled within thirty (30) days of such vacancy by a resolution appointing a registered elector of the Township.

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED by the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania, that:

The Board of Supervisors of the Township of Hanover hereby appoint Barry Check to fill the vacancy in the Office of Supervisors pursuant to the provisions of §407 of the Second Class Township Code.

ADOPTED AND RESOLVED at a duly conducted meeting of the Board of Supervisors of the Township of Hanover the 8TH day of **November 2022**.

ATTEST:

HANOVER TOWNSHIP
NORTHAMPTON COUNTY
BOARD OF SUPERVISORS

By: _____
Christina M. Thomas, Secretary

By: _____
John D. Nagle, President

**TOWNSHIP OF HANOVER
NORTHAMPTON COUNTY, PENNSYLVANIA
RESOLUTION NO. 2022-19**

***A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF
HANOVER, NORTHAMPTON COUNTY, PENNSYLVANIA, AUTHORIZING THE
APPOINTMENT OF MONA B. FINNIGAN TO FILL THE VACANCY OF A MEMBER OF
THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF HANOVER CREATED BY
THE RESIGNATION OF JEFFREY M. WARREN***

WHEREAS, a vacancy in the office of Township of Hanover Supervisors due to the resignation of Jeffrey M. Warren on October 14, 2022 has occurred; and

WHEREAS, pursuant to §407 of the Pennsylvania Second Class Township Code, the vacancy in the office of supervisors must be filled within thirty (30) days of such vacancy by a resolution appointing a registered elector of the Township.

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED by the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania, that:

The Board of Supervisors of the Township of Hanover hereby appoint Mona B. Finnigan to fill the vacancy in the Office of Supervisors pursuant to the provisions of §407 of the Second Class Township Code.

ADOPTED AND RESOLVED at a duly conducted meeting of the Board of Supervisors of the Township of Hanover the 8TH day of **November 2022**.

ATTEST:

HANOVER TOWNSHIP
NORTHAMPTON COUNTY
BOARD OF SUPERVISORS

By: _____
Christina M. Thomas, Secretary

By: _____
John D. Nagle, President

**TOWNSHIP OF HANOVER
NORTHAMPTON COUNTY, PENNSYLVANIA
RESOLUTION NO. 2022-19**

***A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF
HANOVER, NORTHAMPTON COUNTY, PENNSYLVANIA, AUTHORIZING THE
APPOINTMENT OF STEPHEN R. SALVESEN TO FILL THE VACANCY OF A MEMBER
OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF HANOVER CREATED BY
THE RESIGNATION OF JEFFREY M. WARREN***

WHEREAS, a vacancy in the office of Township of Hanover Supervisors due to the resignation of Jeffrey M. Warren on October 14, 2022 has occurred; and

WHEREAS, pursuant to §407 of the Pennsylvania Second Class Township Code, the vacancy in the office of supervisors must be filled within thirty (30) days of such vacancy by a resolution appointing a registered elector of the Township.

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED by the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania, that:

The Board of Supervisors of the Township of Hanover hereby appoint Stephen R. Salvesen to fill the vacancy in the Office of Supervisors pursuant to the provisions of §407 of the Second Class Township Code.

ADOPTED AND RESOLVED at a duly conducted meeting of the Board of Supervisors of the Township of Hanover the 8TH day of **November 2022**.

ATTEST:

HANOVER TOWNSHIP
NORTHAMPTON COUNTY
BOARD OF SUPERVISORS

By: _____
Christina M. Thomas, Secretary

By: _____
John D. Nagle, President

**TOWNSHIP OF HANOVER
NORTHAMPTON COUNTY, PENNSYLVANIA
RESOLUTION NO. 2022-19**

***A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF
HANOVER, NORTHAMPTON COUNTY, PENNSYLVANIA, AUTHORIZING THE
APPOINTMENT OF RASHMI SETH TO FILL THE VACANCY OF A MEMBER OF THE
BOARD OF SUPERVISORS OF THE TOWNSHIP OF HANOVER CREATED BY THE
RESIGNATION OF JEFFREY M. WARREN***

WHEREAS, a vacancy in the office of Township of Hanover Supervisors due to the resignation of Jeffrey M. Warren on October 14, 2022 has occurred; and

WHEREAS, pursuant to §407 of the Pennsylvania Second Class Township Code, the vacancy in the office of supervisors must be filled within thirty (30) days of such vacancy by a resolution appointing a registered elector of the Township.

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED by the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania, that:

The Board of Supervisors of the Township of Hanover hereby appoint Rashi Seth to fill the vacancy in the Office of Supervisors pursuant to the provisions of §407 of the Second Class Township Code.

ADOPTED AND RESOLVED at a duly conducted meeting of the Board of Supervisors of the Township of Hanover the **8TH** day of **November 2022**.

ATTEST:

HANOVER TOWNSHIP
NORTHAMPTON COUNTY
BOARD OF SUPERVISORS

By: _____
Christina M. Thomas, Secretary

By: _____
John D. Nagle, President

**TOWNSHIP OF HANOVER
NORTHAMPTON COUNTY, PENNSYLVANIA
RESOLUTION NO. 2022-19**

***A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF
HANOVER, NORTHAMPTON COUNTY, PENNSYLVANIA, AUTHORIZING THE
APPOINTMENT OF WILLIAM T. STOERRLE JR TO FILL THE VACANCY OF A
MEMBER OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF HANOVER
CREATED BY THE RESIGNATION OF JEFFREY M. WARREN***

WHEREAS, a vacancy in the office of Township of Hanover Supervisors due to the resignation of Jeffrey M. Warren on October 14, 2022 has occurred; and

WHEREAS, pursuant to §407 of the Pennsylvania Second Class Township Code, the vacancy in the office of supervisors must be filled within thirty (30) days of such vacancy by a resolution appointing a registered elector of the Township.

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED by the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania, that:

The Board of Supervisors of the Township of Hanover hereby appoint William T. Stoerrle Jr. to fill the vacancy in the Office of Supervisors pursuant to the provisions of §407 of the Second Class Township Code.

ADOPTED AND RESOLVED at a duly conducted meeting of the Board of Supervisors of the Township of Hanover the 8TH day of **November 2022**.

ATTEST:

HANOVER TOWNSHIP
NORTHAMPTON COUNTY
BOARD OF SUPERVISORS

By: _____
Christina M. Thomas, Secretary

By: _____
John D. Nagle, President

**TOWNSHIP OF HANOVER
NORTHAMPTON COUNTY, PENNSYLVANIA
RESOLUTION NO. 2022-19**

***A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF
HANOVER, NORTHAMPTON COUNTY, PENNSYLVANIA, AUTHORIZING THE
APPOINTMENT OF DALE TRAUPMAM TO FILL THE VACANCY OF A MEMBER OF
THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF HANOVER CREATED BY
THE RESIGNATION OF JEFFREY M. WARREN***

WHEREAS, a vacancy in the office of Township of Hanover Supervisors due to the resignation of Jeffrey M. Warren on October 14, 2022 has occurred; and

WHEREAS, pursuant to §407 of the Pennsylvania Second Class Township Code, the vacancy in the office of supervisors must be filled within thirty (30) days of such vacancy by a resolution appointing a registered elector of the Township.

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED by the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania, that:

The Board of Supervisors of the Township of Hanover hereby appoint Dale Traupman to fill the vacancy in the Office of Supervisors pursuant to the provisions of §407 of the Second Class Township Code.

ADOPTED AND RESOLVED at a duly conducted meeting of the Board of Supervisors of the Township of Hanover the 8TH day of **November 2022**.

ATTEST:

HANOVER TOWNSHIP
NORTHAMPTON COUNTY
BOARD OF SUPERVISORS

By: _____
Christina M. Thomas, Secretary

By: _____
John D. Nagle, President

**TOWNSHIP OF HANOVER
NORTHAMPTON COUNTY, PENNSYLVANIA
RESOLUTION NO. 2022-19**

***A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF
HANOVER, NORTHAMPTON COUNTY, PENNSYLVANIA, AUTHORIZING THE
APPOINTMENT OF DAVID A. ZULLO TO FILL THE VACANCY OF A MEMBER OF
THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF HANOVER CREATED BY
THE RESIGNATION OF JEFFREY M. WARREN***

WHEREAS, a vacancy in the office of Township of Hanover Supervisors due to the resignation of Jeffrey M. Warren on October 14, 2022 has occurred; and

WHEREAS, pursuant to §407 of the Pennsylvania Second Class Township Code, the vacancy in the office of supervisors must be filled within thirty (30) days of such vacancy by a resolution appointing a registered elector of the Township.

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED by the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania, that:

The Board of Supervisors of the Township of Hanover hereby appoint David A. Zullo to fill the vacancy in the Office of Supervisors pursuant to the provisions of §407 of the Second Class Township Code.

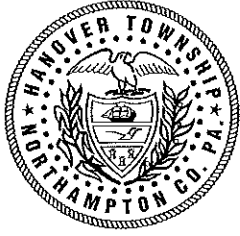
ADOPTED AND RESOLVED at a duly conducted meeting of the Board of Supervisors of the Township of Hanover the 8TH day of **November 2022**.

ATTEST:

HANOVER TOWNSHIP
NORTHAMPTON COUNTY
BOARD OF SUPERVISORS

By: _____
Christina M. Thomas, Secretary

By: _____
John D. Nagle, President



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.

October 26, 2022

To: Board of Supervisors
John J. Finnigan, Jr
Christina Thomas
Jim Broughal, Esq.
Brien Kocher, HEA
Planning Commission

RE: Conditional Use
Applicant: L Wellness LLC
Property location: 81 Highland Ave
Zoning District: P.I.B.D. (Planned Industrial Business District)

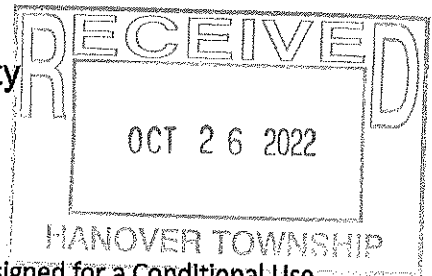
Enclosed is a copy of the conditional use application received October 26, 2022, from L.Wellness LLC in order to occupy approximately 4909 sq ft to operate a Personal Service Shop at 81 Highland Ave..

Notice of hearing to be scheduled by the Board of Supervisors.

Yvonne D. Kutz



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



APPLICATION FOR A CONDITIONAL USE

Application is made this 5th day of October, 20 22 by the undersigned for a Conditional Use
Pursuant to the terms and provision of the Hanover Township Zoning Ordinance, as amended.

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

1. Address of property for which Conditional Use is requested: 81 Highland Avenue, Suite 240
Bethlehem, PA 18017 (NOTE: Suite 240 is 4,909 square feet)

Tax Parcel No.: M6-15-10H-0214 Current Zoning District of property: PIBD

2. (a) The Dimension of the land area are: 450.15 ft. x 750 ft.

(b) The real estate contains 337,612.5 square feet

3. The real estate in question is presently classified under the Hanover Township Zoning Ordinance as:
PIBD

(a) The real estate is presently used for the purpose of: General office space

(b) and contains buildings and other improvements consisting of (if real estate is vacant land, so note):
The office building is 75,205 square feet.

II. OWNER INFORMATION

1. Owner of property: 81 HIGHLAND PARTNERS, L.P Telephone (215) 628-2200

(all parties to the title must be listed, attach additional page if needed)

Address 790 Penllyn Blue Bell Pike Suite 200, Blue Bell, Pennsylvania 19422

*81 Highland Partners, LP is a subsidiary of Franklin Realty Co., sharing the Blue Bell office space

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

1. Applicant (if different from Owner) L Wellness, LLC Telephone (484) 695-7388

(all parties must be listed, attach additional page if needed)

Address 4556 Greenfield Rd, Bethlehem, PA 18017

2. If Applicant is not the owner, state Applicant's authority to submit this application

3. Attorney representing Petitioner: RONALD E. CORKERY, ESQUIRE Telephone (610) 437-9867

Address 352 Fifth Street, Suite A Whitehall, PA 18052

4. Petitioner appeals or makes application from the order, requirement, decision or determination of the Zoning Administrator or other Township Official made on _____, 20 22, which was as follows: (quote, or if insufficient space, attach additional page) This is the initial submission

5. 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) L Wellness is a personal service business per 185-35D(10). Zoning relief has been requested for sections 185-54 E.(5)(b)[1] & 185-54 E.(5)(b)[2].
This personal service business is compliant with 185-54 E.(5)(b)[3] & [4]. *See attached*

6. The Conditional Use requested and the new improvements desired to be made as follows:

(a) Building(s) to be erected: _____

(b) Building(s) to be changed: 81 Highland Avenue suite 240 is to be remodeled.

(c) Building(s) to be used for: Suite 240 is proposed for a personal service (esthetics/massage). Personal service is an allowed conditional use per 185-35D(10). All other tenants are general business offices.

7. 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.

8. Petitioner believes that the exceptions, variance, Conditional Use or other relief requested should be granted for the following reasons: (attach additional sheet if necessary) Applicant is a personal service business, and personal service is an allowed conditional use in a PIBD zoning district per 185-35D(10).

See Attached - ATTACHMENT AND PLAN

9. 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.

10. 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.

11. Wherever additional information is requested by the Board of Supervisors, and leave to submit additional information is specifically granted by the chairman of the Board of Supervisors, 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 for decision specified in any Ordinance of the Township, by the same number of days which the 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)

Lauren Turner Susan A. Turner Robert W. Turner
Petitioner CO-OWNERS OF L.WELLNESS LLC

Lauren Turner (SEAL)

Susan A. Turner (SEAL)

Robert W. Turner (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)

COUNTY OF _____) ss:
_____)

ON THIS, the _____ day of _____, 20____, before me, _____
personally appeared, _____ the undersigned officer,
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.

Signature of the Petitioner taking affidavit

Sworn to and subscribed before me
This _____ day of _____ 20__.

NOTARY PUBLIC

FOR CORPORATE PETITIONERS:

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Lehigh) ss:
_____)

ON THIS, the 05 day of October, 2022, before me, Yvette Lopez
personally appeared, LAUREN ANN TURNER the undersigned officer,
who acknowledged herself to be the majority owner of
L Wellness LLC, a corporation, and that she as such majority owner being
authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the
corporation by herself as majority owner.

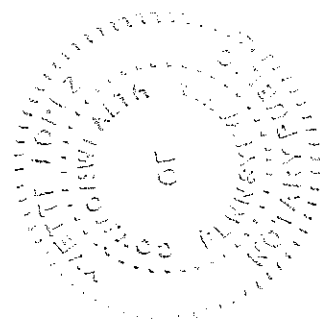
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lauren Turner (SEAL)
Signature of the Petitioner taking affidavit

Sworn to and subscribed before me
This 05 day of October 2022.

NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Yvette Lopez, Notary Public
Lehigh County
My commission expires April 2, 2023
Commission number 1198092
Member, Pennsylvania Association of Notaries



ATTACHMENT TO CONDITIONAL USE APPLICATION

81 HIGHLAND AVE., BETHLEHEM, PA 18017

Submitted by L Wellness LLC

APPLICANT INFORMATION (herein after known as the "Petitioner")

1. Applicant (if different from Owner) L Wellness, LLC Telephone (484) 695-7388

(all parties must be listed, attach additional page if needed)
Address 4556 Greenfield Rd, Bethlehem, PA 18017

L Wellness LLC respectfully requests approval as a personal service business, an approved conditional use for a PIBD zone. (Note: L Wellness has submitted a petition for zoning variances, see below)

L Wellness offers state-of-the-art esthetics as well as massage services in one convenient location. Our esthetics philosophy is to provide highly effective services in the least invasive manner possible for the treatment of acne and acne scarring, visible signs of aging, and other skin concerns. Our lead esthetician has a master level certification from HydraFacial, their highest level achievable, and is the only master level HydraFacialist in the Lehigh Valley. Esthetics services, particularly using HydraFacial equipment and techniques, are in high demand and the field is expected to continue to grow over the next decade. Massage services are complementary to the fitness center already installed at 81 Highland Avenue by one of the existing tenants. 81 Highland Avenue is also the most convenient location for massage services for Hanover Township residents.

We toured several facilities in our search for the ideal location for L Wellness. Our owners are thirty-year residents of Hanover Township, and our location search naturally focused on the township. Other locations we toured had inadequate square footage, poor natural light, water service that did not meet the standard needed for our services, insufficient parking spaces, or highway noise. 81 Highland Avenue addresses all those concerns. Plus, the second-floor suite is unfinished and the floorplan can be finished to our exact needs. There will be no changes to the building or property beyond the fit-out of suite 240.

L Wellness will start with four employees (two estheticians, one massage therapist, and one receptionist) and increase the number of employees to ten as we grow (six estheticians, two massage therapists, and two receptionists). L Wellness will be open Tuesday through Friday 10:00am – 7:00pm and Saturday 10:00am – 2:00pm, compatible hours with building rules and with existing tenants' hours.

L Wellness is a clean, quiet, professional practice that does not produce noxious odors, fire, dust, noise, vibration, heat or cold, dampness or electromagnetism, or any other condition that would adversely affect the reasonable use of the surrounding area or adjoining businesses (per 185-20 Standards). On the contrary, our practice requires a clean, fresh, quiet, and pleasant environment for services to be rendered.

L Wellness has submitted a zoning petition requesting relief/variance from the following regulations for conditional use:

- 1) 185-54 E.(5)(b)[1] The 81 Highland Ave. property is within 1,000 feet of properties that are zoned other than for personal service, specifically C-1, C-2, PHR, R1-U, LBD and OI (section of zoning map attached)
- 2) 185-54 E.(5)(b)[2] The 81 Highland Ave. property's lot size of 7.75 acres exceeds 5 acres

Property Detail Report

For Property Located At :
81 HIGHLAND AVE, BETHLEHEM, PA 18017-9421



CoreLogic
 RealQuest Professional

Owner Information

Owner Name: **81 HIGHLAND PARTNERS**
 Mailing Address: **790 PENLLYN BLUE BELL PIKE #200, BLUE BELL PA 19422-1658 C011**
 Vesting Codes: **// LP**

Location Information

Legal Description:	HIGHLAND AVE		
County:	NORTHAMPTON, PA	APN:	M6-15-10H-0214
Census Tract / Block:	177.04 / 1	Alternate APN:	
Township-Range-Sect:		Subdivision:	UPLANDS
Legal Book/Page:		Map Reference:	M6 /
Legal Lot:	10H	Tract #:	
Legal Block:	15	School District:	02
Market Area:		School District Name:	BETHLEHEM AREA
Neighbor Code:	C227	Munic/Township:	HANOVER TWP

Owner Transfer Information

Recording/Sale Date:	/	Deed Type:	
Sale Price:		1st Mtg Document #:	
Document #:			

Last Market Sale Information

Recording/Sale Date:	01/12/2016 / 11/19/2015	1st Mtg Amount/Type:	\$2,560,000 / CONV
Sale Price:	\$3,200,000	1st Mtg Int. Rate/Type:	/
Sale Type:		1st Mtg Document #:	1-5594
Document #:	1-5582	2nd Mtg Amount/Type:	\$3,915,000 / CONV
Deed Type:	SPECIAL WARRANTY DEED	2nd Mtg Int. Rate/Type:	/
Transfer Document #:		Price Per SqFt:	\$42.55
New Construction:		Multi/Split Sale:	
Title Company:	COMMONWEALTH AGENCY INC		
Lender:	AMERICAN BK		
Seller Name:	GUARDIAN LIFE INS CO OF AMERICA		

Prior Sale Information

Prior Rec/Sale Date:	/ 11/1993	Prior Lender:	
Prior Sale Price:	\$5,000,000	Prior 1st Mtg Amt/Type:	/
Prior Doc Number:	19933-3385	Prior 1st Mtg Rate/Type:	/
Prior Deed Type:	DEED (REG)		

Property Characteristics

Year Built / Eff:	1980 /	Total Rooms/Offices		Garage Area:	
Gross Area:	75,205	Total Restrooms:		Garage Capacity:	
Building Area:	75,205	Roof Type:		Parking Spaces:	
Tot Adj Area:		Roof Material:		Heat Type:	HEATED
Above Grade:		Construction:	STEEL/HEAVY	Air Cond:	CENTRAL
# of Stories:		Foundation:		Pool:	
Other Improvements:	Building Permit	Exterior wall:		Quality:	
		Basement Area:		Condition:	

Site Information

Zoning:	14PIBD	Acres:	7.75	County Use:	OFFICE BLDG IN INDUS PARK (410)
Lot Area:	337,590	Lot Width/Depth:	x	State Use:	
Land Use:	OFFICE BUILDING	Res/Comm Units:	/	Water Type:	PUBLIC
Site Influence:				Sewer Type:	PUBLIC SERVICE

Tax Information

Total Value:	\$1,715,000	Assessed Year:	2022	Property Tax:	\$124,268.90
Land Value:	\$271,300	Improved %:	84%	Tax Area:	02
Improvement Value:	\$1,443,700	Tax Year:	2022	Tax Exemption:	
Total Taxable Value:	\$1,715,000				

81 Highland Ave, Bethlehem, PA



DeployHR

New Horizons Computer Learning Centers

UNIVERSAL ADLER LLC

49 MICRO LAB RD #4, LIVINGSTON NJ 07039

80 HIGHLAND LLC

3158 COFFEETOWN RD, COFFEE TOWN PA 18069

Valley Implants and Periodontics

INDIGO INVESTMENTS LLC

62 HIGHLAND AVE, BETHLEHEM PA 18017

TRIPLE NET INVESTMENTS LLC LLC

471 STATE ROUTE 474, ASSURY NJ 08832

DOMINION STAR LLC

16 WHITE BRIDGE RD, PITSTOWN NJ 08671

80 HIGHLAND LLC

3158 COFFEETOWN RD, COFFEE TOWN PA 18069

Adler Pl

GRUSE

LOGGIN

ke Park Rd

Highland Ave

Highland Ave

Highland Ave

Highland Ave

MANPOWER

DLP LEHIGH VALLEY BUILDING LLC

88 HIGHLAND AVE #200, BETHLEHEM PA 18017

81 HIGHLAND PARTNERS

790 PENNY LN BLUE BEL, L PINE #200, BLUE BEL PA 18022

Dental Practice Implant Center

MANUX

PIKE

SABELLA

SABELLA

RED EYE ASSOCIATES LLC

THE BINGEN RD, BETHLEHEM PA 18016

KOENLER

EASTUPLAND ASSOCIATES

3332 BINGEN RD, BETHLEHEM PA 18015

Orthodontics

RADIO

EASTUPLAND ASSOCIATES

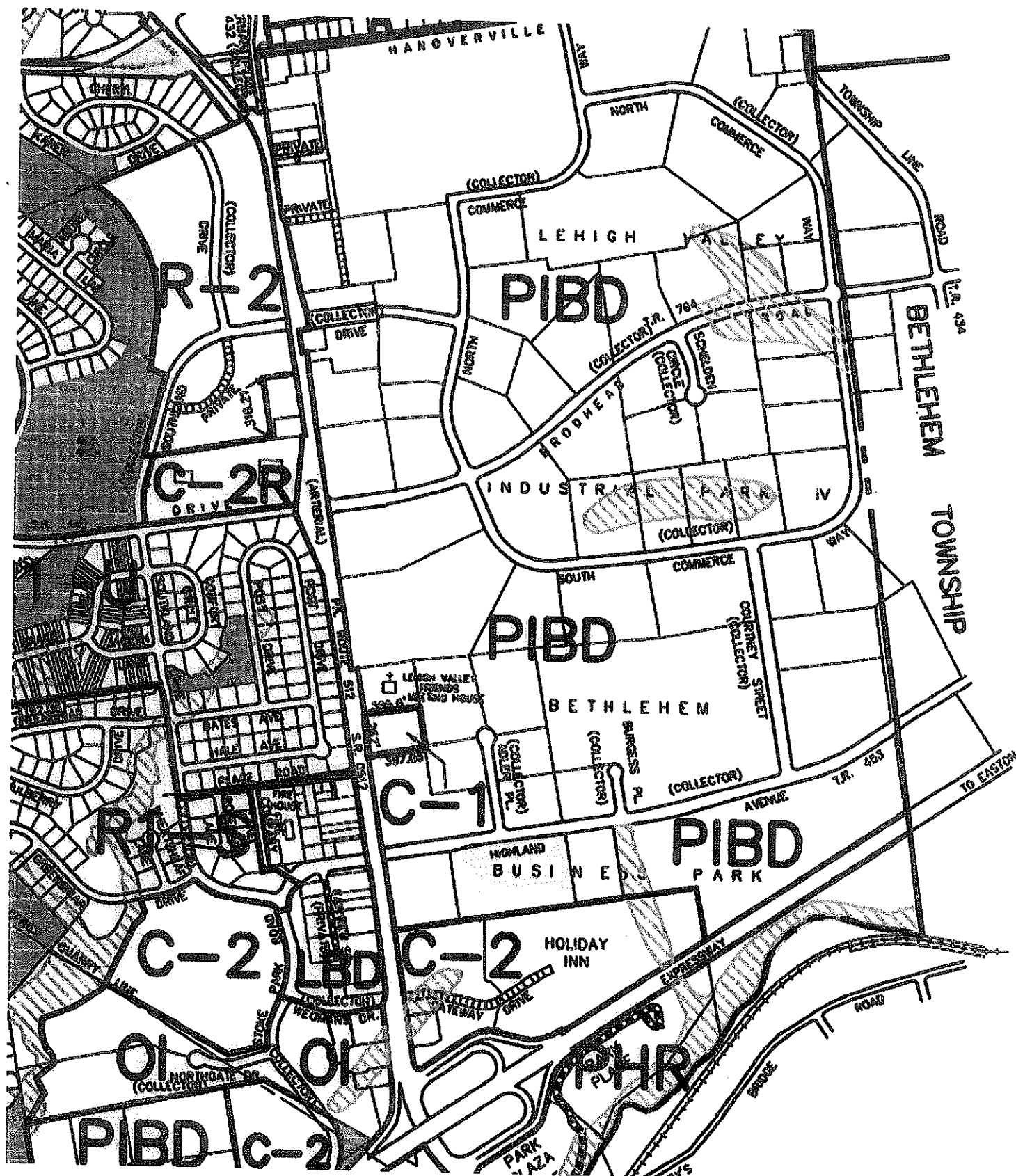
3332 BINGEN RD, BETHLEHEM PA 18016

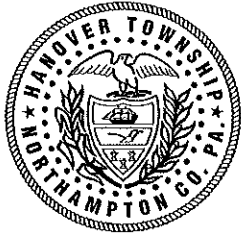
Gateway Dr

Gateway Dr

Lehigh Valley Thruway

Monocacy Rd





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

11/8

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

October 14, 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: 22ZHB23
Applicant: Edgar F & Frances J Johnson
Property location: 1439 Roselawn Dr
Zoning District: R1-S, Residential Suburban Zoning District

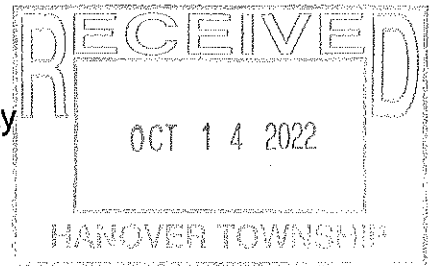
Enclosed is a copy of the application received October 14, 2022, requesting relief from the provisions of the Ordinance for setback and maximum lot cover for additional patio constructed on a non-conforming lot.

Due to Conflict with Holidays the next meeting is scheduled for December 8, 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 22 ZAB23

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 6th day of October, 20 22

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: 1439 Roselawn Drive, Hanover Township, Northampton County, PA
2. Tax Parcel No.: N6NW4 9 1B 0214
3. Current Zoning Classification: R1-S
4. The Dimension of the land area are: 65.43'x120.27'
5. The real estate contains 7869 square feet.
6. The real estate in question is presently classified under the Hanover Township Zoning Ordinance as:
Residence
(a) The real estate is presently used for the purpose of: Single family residence
(b) and contains buildings and other improvements consisting of (if real estate is vacant land, so note):
See attached survey

II. **OWNER INFORMATION**


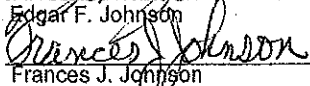
1. Owner of property: Edgar F. & Frances J. Johnson Telephone (570) 676-9308
(all parties to the title must be listed, attach additional page if needed)
Address 1439 Roselawn Drive, Bethlehem, PA 18017

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

1. Applicant ("Petitioner(s)") Edgar F. & Frances J. Johnson Telephone (570) 676-9308
(all parties must be listed, attach additional page if needed)
Address 1439 Roselawn Drive, Bethlehem, PA 18017
2. Petitioner is the (check one or more)
☒ Owner ☐ Occupant ☐ Agent for: ☐ Other: _____
3. Attorney representing Petitioner(S): Paul J. Harak, Esquire 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: _____
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). _____

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) See attached.
7. The variance or exception requested and the new improvements desired to be made as follows:
- (a) Building(s) to be erected: N/A
- (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)

 (SEAL)
Edgar F. Johnson
 (SEAL)
Frances J. Johnson

(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)

COUNTY OF Pike)

) ss:

ON THIS, the 6th day of October, 20 22, before me, EDGAR F. JOHNSON
Nancy M. Staton the undersigned officer,
personally appeared, Edgar F. Johnson and Frances J. Johnson,
known to me (or satisfactorily proven) to be the persons whose names (is)(are) subscribed to the within instrument, and
acknowledged that the executed the same for the purposes therein.

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

Nancy M. Staton (SEAL)
Signature of the Petitioner taking affidavit

Sworn to and subscribed before me

This 6th day of October 20 22.

Nancy M. Staton
NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Nancy M. Staton, Notary Public
Pike County
My commission expires May 6, 2023
Commission number 1290444
Member, Pennsylvania Association of Notaries

FOR CORPORATE PETITIONERS:

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF _____)

) ss:

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.

Signature of the Petitioner taking affidavit (SEAL)

Sworn to and subscribed before me

This _____ day of _____ 20 ____.

NOTARY PUBLIC

6. Applicant seeks a variance to retain a patio/concrete deck that already exists. The patio/concrete deck encroaches the rear yard setback for the property. Also, the maximum impervious coverage pursuant to the Zoning Ordinance is 33% and Applicant has coverage of approximately 41%. Applicant seeks two dimensional variances to allow the excess of impervious coverage and the patio/concrete deck. The applicable Sections of the Zoning Ordinance are:

- A. 185-25C.;
- B. 185-25C.(5);
- C. 185-25C.(5)(a);
- D. 185-26F.; and
- F. 185-26F.(2).

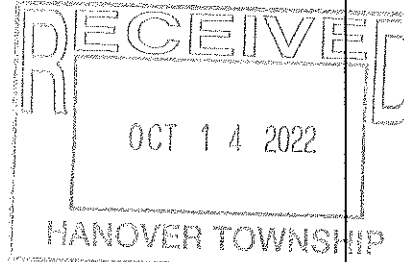
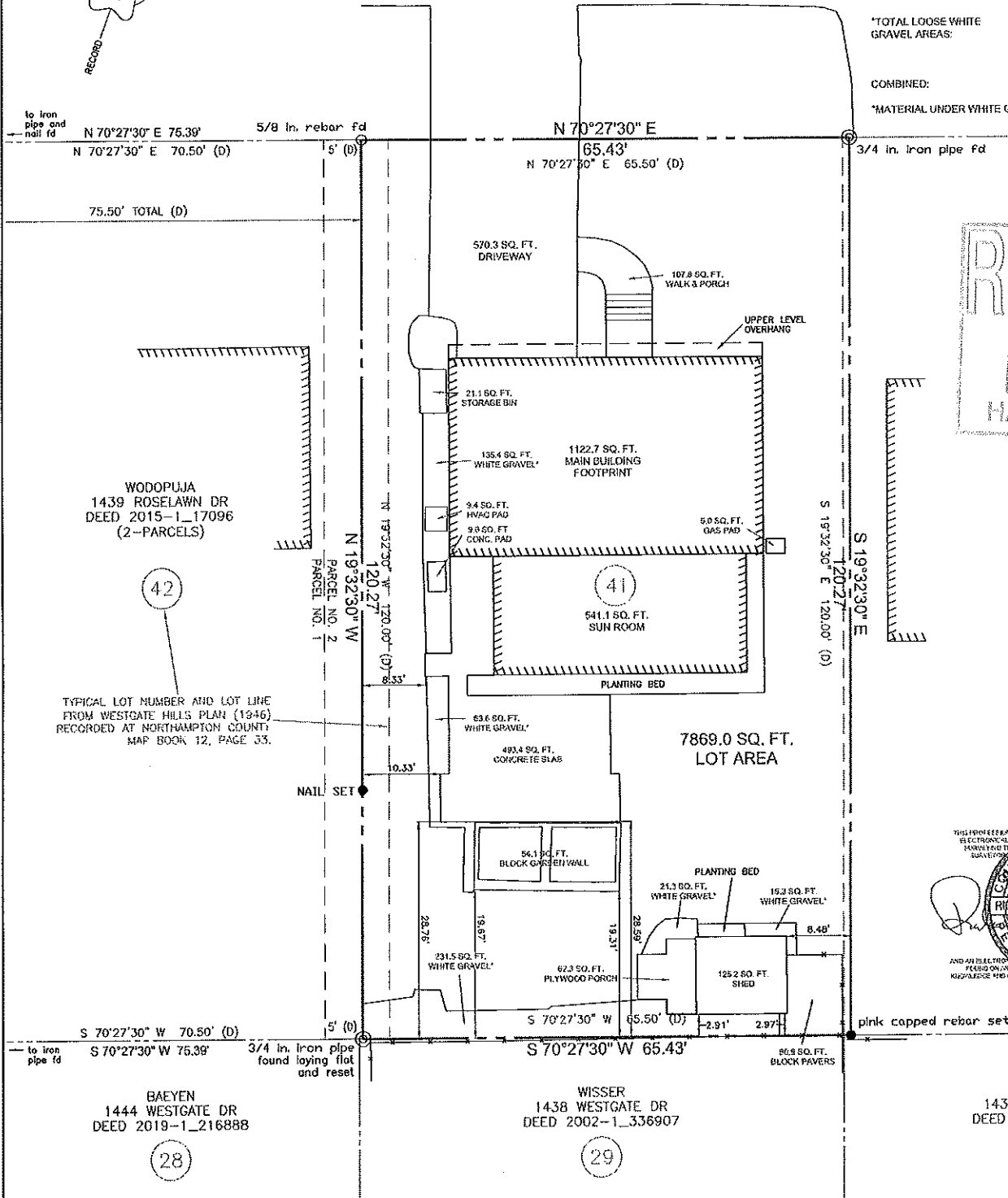
Applicant's lot is a nonconforming undersized lot. The parcel is unique due to its shape and size and the hardships are due to these conditions. The variances are necessary to enable the reasonable use of the property and the hardship has not been created by the Applicant. The variances, if authorized, will not alter the essential character of the residential neighbor nor substantially or permanently impair the appropriate use or development of adjacent properties nor be detrimental to the public welfare. The variances, if authorized, will be the minimum variances that will afford relief and will represent the least modification possible of the Ordinance.

ROSELAWN DRIVE (56 FT WIDE)

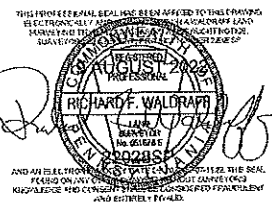
IMPERVIOUS COVER CALCULATIONS:

TOTAL IMPERVIOUS INCLUDING BUILDING,
DRIVEWAY, CONCRETE, PLASTIC, PLYWOOD,
BLOCK AND SHEO AREAS: = 3202.9 SQ. FT.
TOTAL LOT AREA: = 7869.0 SQ. FT.
= 40.7% OF LOT AREA

*TOTAL LOOSE WHITE
GRAVEL AREAS: = 497.1 SQ. FT.
= 5.9% OF LOT AREA
COMBINED: = 46.6% OF LOT AREA
*MATERIAL UNDER WHITE GRAVEL IS UNKNOWN.



CHEVALIER
1433 ROSELAWN DR
DEED 2020-1_032826



BIRCHMEIER
1432 WESTGATE DR
DEED 2001-1_194045

THE SURVEY DEPICTED HEREON HAS BEEN CONDUCTED DIRECTLY BY RICHARD F. WALDRAFF, PLS (PA SU051678E) AND MEETS OR EXCEEDS THE LOCAL STANDARDS OF CARE, THE MEASUREMENTS FOR WHICH, ARE COMMENSURATE WITH THE PROPER USE OF A SPECTRA PRECISION FOCUS 35 3-SECOND ROBOTIC TOTAL STATION.

THIS SURVEY DEPICTS BOUNDARY LINES, ASSOCIATED EVIDENCE AND IMPERVIOUS TOPOGRAPHY* AND IMPERVIOUS COMPUTATIONS AND IS SUBJECT TO THE FINDINGS OF A TITLE SEARCH AND PA ONE-CALL FOR UTILITIES.

0' 10' 20' 30'
1 INCH = 10 FEET (ANSI C-SIZE)
SURVEY DATE: 17 AUG. 2022
ORIENTATION: RECORD
LINEAR UNITS: US FEET
POSITIONING: LOCAL

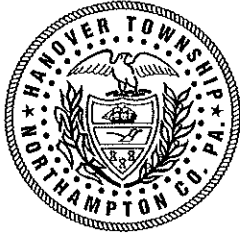
COPYRIGHT 2022 BY RICHARD F. WALDRAFF, PLS, DBA WALDRAFF LAND SURVEYING. ALL RIGHTS RESERVED. UNAUTHORIZED USE OR DUPLICATION OF THIS DOCUMENT FOR PURPOSES OTHER THAN THE INTENDED ORIGINAL USE IS PROHIBITED. THE ORIGINAL DOCUMENT IS AN ELECTRONIC PDF. PRINTED COPIES NOT CONTAINING SURVEYORS RAISED SEAL AND ORIGINAL SIGNATURE SHOULD BE VERIFIED AGAINST THE ORIGINAL ELECTRONIC VERSION BEARING MODIFY DATE OF 2022-10-07-11.22 PRIOR TO RELIANCE. THIS DRAWING CONTAINS NOTHING HAND DRAFTED.

DWG. NO. 22028SP
TITLE SOURCE:
NC 2015-1_17096
TAX PARCEL ID:
NC 66NW4 9 1B
DATE: AUGUST 2022
SHEET 1 OF 1

BY	DATE	REVISION
RFW	10-7-2022	OFFSET DIVISIONS

SITE PLAN SHOWING IMPERVIOUS LOT COVER AND
BOUNDARY RETRACEMENT SURVEY
ON LANDS NOW OR FORMERLY OF
EDGAR F. & FRANCES J. JOHNSON
1439 ROSELAWN DRIVE, HANOVER TOWNSHIP
NORTHAMPTON COUNTY, PENNSYLVANIA

WALDRAFF LAND SURVEYING
RICHARD F. WALDRAFF, PROFESSIONAL LAND SURVEYOR
P. O. BOX 507, BETHLEHEM, PA 18016-0507
610-694-9224
Web: www.waldrappsurveying.com; E-mail: info@waldrappsurveying.com



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

11/8

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

October 10, 2022

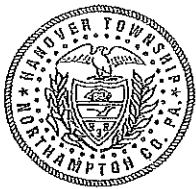
To: Board of Supervisors
John J. Finnigan, Jr
Christine Thomas
Barbara Baldo
Joseph Moeser
Brian Dillman
Ted Lewis, Esquire
Jim Broughal, Esquire
Brien Kocher, HEA

RE: Zoning Petition: 22ZHB22
Applicant: Rosalia Randazzo
Property location: 5340 Stenton Drive
Zoning District: R1-S, Residential Suburban Zoning District

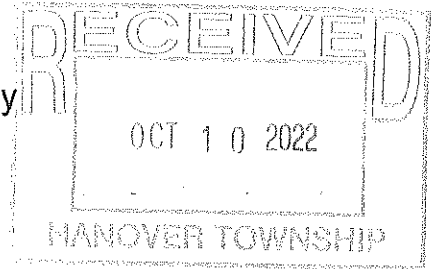
Enclosed is a copy of the application received October 10, 2022, requesting relief from the provisions of the Ordinance for setback and maximum lot cover for additional patio with gazabo being constructed on the premises.

Due to our meeting conflicting with the Thanksgiving Holiday, the hearing is tentatively scheduled Thursday, November 17, 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 2224527

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 6th day of October, 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: 5340 STENTON Drive, Bethlehem, PA 18017
2. Tax Parcel No.: L6-15-10-128 02.4
3. Current Zoning Classification: R1-S Suburban Residential
4. The Dimension of the land area are: 107.85' x 120'
5. The real estate contains 16,869 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: Single Family Dwelling
 - (b) and contains buildings and other improvements consisting of (if real estate is vacant land, so note): Dwelling, pool, patio and Gazebo

II. **OWNER INFORMATION**

1. Owner of property: Rosalia Randazzo Telephone 610-570-2741
(all parties to the title must be listed, attach additional page if needed)
Address 5340 STENTON Drive
Bethlehem, PA 18017

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

1. Applicant ("Petitioner(s)") Rosalia Randazzo Telephone 610-570-2741
(all parties must be listed, attach additional page if needed)
Address 5340 STENTON Drive
Bethlehem, PA 18017
2. Petitioner is the (check one or more)
☒ Owner ☐ Occupant ☐ Agent for: _____ ☐ Other: _____
3. Attorney representing Petitioner(S): Joseph T. Piperato III Telephone 610-625-3825
Address 412 W. Broad St.
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: _____
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). _____

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) 185-25.C;
185-26.F(2)

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

(a) Building(s) to be erected: Portio and Gazebo in Existence

(b) Building(s) to be changed: _____

(c) Building(s) to be used for: _____

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) See Exhibit "A"
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)

Rosalva Randozo
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.

EXHIBIT "A" TO ZONING APPLICATION FOR 5340 STENTON DRIVE

Applicant is the owner of 5340 Stenton Drive, Hanover Township, Northampton County, Pennsylvania ("Property"). The Property constitutes a "corner lot" pursuant to Hanover Township Zoning Ordinance ("ZO") section 185-14 A (4) which provides: "Where a lot is located at an intersection of two streets, the applicable front yard setback requirements shall be applicable to both streets." As such, the Property is considered to have two (2) front yards, along both Stenton Drive and Monocacy Drive. However, the ZO does NOT state that the Property is considered to have two rear yards. In the event the "rear yard" is the yard to the rear of Monocacy Drive, a 40' setback is required. Applicant requests a variance from the 40' rear yard setback requirement to maintain the location of the patio and gazebo with a 13' setback. There are unique physical circumstances or conditions peculiar to the Property in that it has 2 front yards and must therefore, meet two 40' rear yard requirements. This unnecessary hardship has not been created by the Applicant. The variance, if authorized, will not alter the essential residential character on the neighborhood and will represent the minimum variance that will afford relief. The grant of the variance will not have a negative impact on any of the neighbors or any property in close proximity. Finally, the variance will not be contrary to the public interest or detrimental to the public welfare.

Pursuant to Section 185-25 F (2) of the ZO, the maximum lot coverage in the R1-S District is 33%. The lot area for the Property totals 16,869 square feet. Accordingly, Applicant is permitted a total of 5566.77 square feet of total lot coverage. Applicant currently exceeds the maximum lot coverage by 605.23 square feet or 3.5%. Applicant requests a di minimis variance to the maximum lot coverage requirement of the ZO.

FOR INDIVIDUAL PETITIONERS:

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF)

LEHIGH

) ss:

ON THIS, the 6th day of October, 2022, before me, PAULA A. CSASZAR

the undersigned officer,

personally appeared, ROSALIA RANDAZZO
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.

Rosalia Randazzo (SEAL)
Signature of the Petitioner taking affidavit

Sworn to and subscribed before me

This 6th day of Oct 2022

Paula A. Csaszar

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Paula A. Csaszar, Notary Public
Lehigh County
My Commission Expires 05/17/2024
Commission Number 1033348

FOR CORPORATE PETITIONERS:

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF)

) ss:

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.

Signature of the Petitioner taking affidavit

Sworn to and subscribed before me

This ____ day of ____ 20 ____.

NOTARY PUBLIC

ORDINANCE NO. 22 - 7

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF HANOVER, COUNTY OF NORTHAMPTON, COMMONWEALTH OF PENNSYLVANIA, TO AMEND THE OFFICIAL ZONING MAP OF THE HANOVER TOWNSHIP ZONING ORDINANCE CHAPTER 185 OF THE CODIFIED CODE OF THE TOWNSHIP OF HANOVER TO PROVIDE FOR THE AMENDMENT OF CHAPTER 185 SECTION 185-8 OF THE CODIFIED CODE OF THE TOWNSHIP OF HANOVER BY REZONING OF A CERTAIN TRACT OF LAND LOCATED AT 300 GATEWAY DRIVE AND CENTER STREET, HANOVER TOWNSHIP, PENNSYLVANIA FROM COMMERCIAL CENTER DISTRICT (C-2) TO PLANNED INDUSTRIAL BUSINESS DISTRICT (PIBD); REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to the Pennsylvania Municipalities Planning Code 53 P.S. 1010 et seq., of the Board of Supervisors of the Township of Hanover, Northampton County, Pennsylvania desires to amend Chapter 185 Zoning, Section 185-8 of the Code of Ordinances to provide for the amendment to the Zoning Map to rezone certain property located at 300 Gateway Drive and Center Street, Hanover Township from Commercial Center District (C-2) to Planned Industrial Business District (PIBD); and

WHEREAS, the Board of Supervisors of the Township of Hanover, Northampton County, Pennsylvania finds that the proposed amendment will promote, protect, and facilitate the public health, safety and welfare; and

WHEREAS, The Board of Supervisors of the Township of Hanover has conducted a public hearing pursuant to public notice concerning the following amendment to the Hanover Township Zoning Ordinance as set forth hereinafter.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of the Township of Hanover, County of Northampton, and Commonwealth of Pennsylvania as follows:

SECTION 1. The Board of Supervisors of Hanover Township, Northampton County, Pennsylvania, under powers vested by the "Second Class Township Code" of Pennsylvania and the authority and procedures of the "Pennsylvania Municipalities Planning Code," as amended as well as other laws of the Commonwealth of Pennsylvania, does hereby enact and ordain the following amendments to the Hanover Township Zoning Ordinance, as amended.

SECTION 2. ZONING MAP. Chapter 185 Zoning, Section 185-8 Zoning Map of the Codified Code of the Township of Hanover is hereby amended by amending the existing Zoning Map, as revised, by changing the current zoning classification of the land at 300 Gateway Drive and Center Street, Hanover Township, Northampton County, Pennsylvania highlighted in yellow on the map attached hereto as *Exhibit "A"*, and described in the tax parcel numbers which are attached hereto as *Exhibit "B"*, from the current Commercial Center District (C-2) to Planned Industrial Business District (PIBD).

SECTION 3. If a court of competent jurisdiction declares any provision of this amendment to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provisions of this amendment to the Hanover Township Zoning Ordinance shall continue to be separately and fully effective.

SECTION 4. All provisions of Township ordinances and resolutions or parts thereof that were adopted prior to this amendment to the Hanover Township Zoning Ordinance and that are in conflict with this amendment to the Hanover Township Zoning Ordinance are hereby repealed.

SECTION 5. This Ordinance shall become effective in five (5) days.

ATTEST:

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA

By: _____
Christina M. Thomas,
Township Secretary

By: _____
John D. Nagle, Chairman
Board of Supervisors

EXHIBIT "A"

ZONING MAP

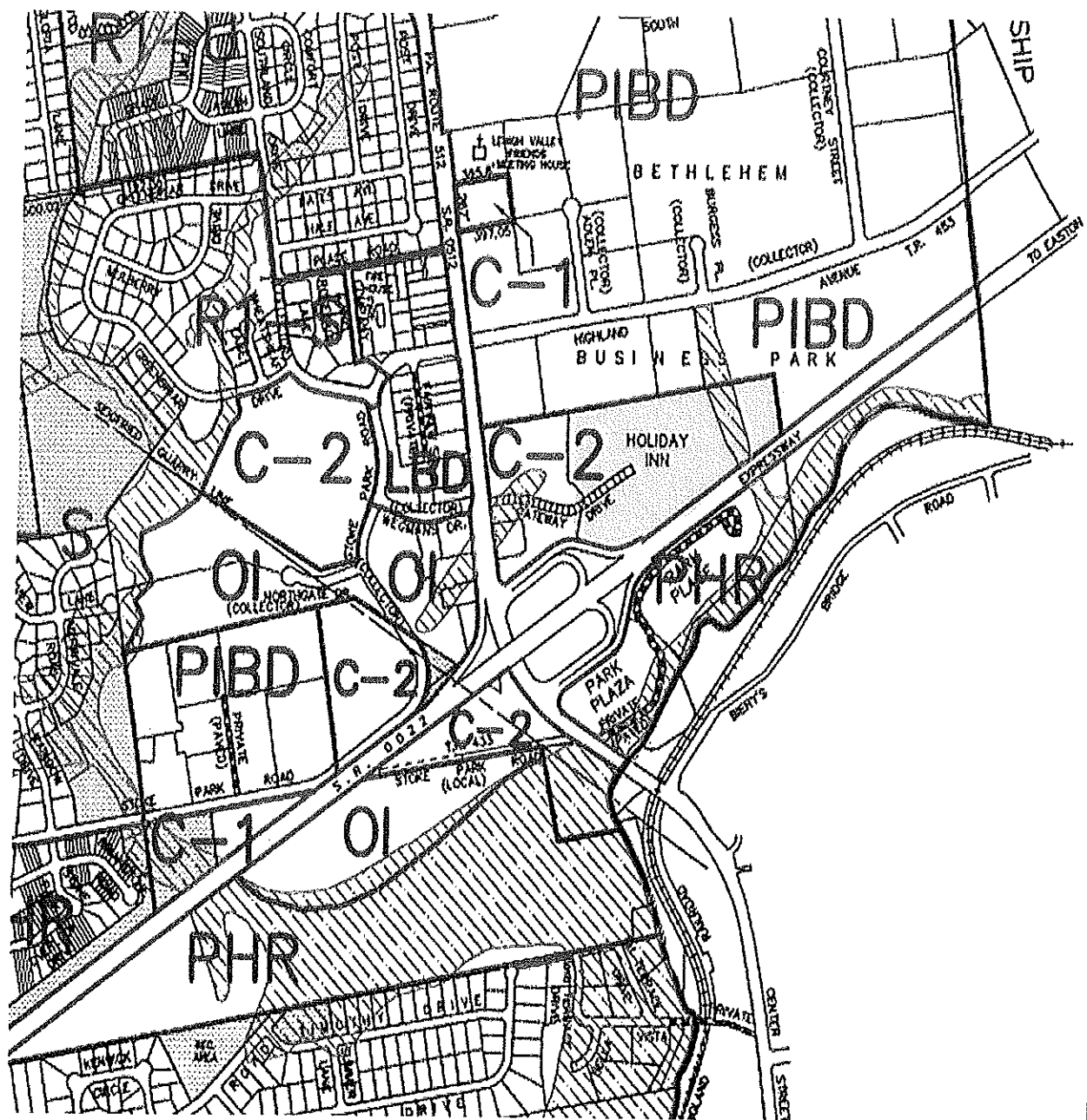


EXHIBIT "B"

NORTHAMPTON COUNTY TAX PARCEL NUMBERS

M6 15 11 0214
M6 15 11C 0214

RESOLUTION 22 - 20

WHEREAS, Ordinance 11-02, Section 172-75.B of the Township of Hanover, Northampton County allows for the establishment of a schedule of fees for towing and/or storage of vehicles pursuant to the provisions of Article VII Towing of the Township of Hanover Code of Ordinances, as from time to time may be amended by resolution of the Board of Supervisors of the Township of Hanover, Northampton County; and

WHEREAS, in keeping with good practice, the Board of Supervisors of the Township of Hanover, Northampton County periodically receives the schedule of fees for towing and/or storage and makes appropriate revisions and/or modifications.

NOW, THEREFORE, BE RESOLVED, and it is resolved and enacted that the Schedule as set forth on *Exhibit "A"* attached hereto is established for fees for towing and/or storage shall become effective **January 1, 2023**.

That any resolution, or part of resolution, inconsistent with the Resolution be and the same is hereby repealed insofar as the same affects the matters contained in this Resolution.

IN TESTIMONY WHEREOF, the undersigned TOWNSHIP has caused this resolution to be signed by a duly authorized officer and its corporate seal, duly attested by the Board Secretary, to be hereunto affixed this 8th day of **November 2022**.

ATTEST:

**BOARD OF SUPERVISORS
HANOVER TOWNSHIP,
NORTHAMPTON COUNTY**

By: _____
Christina M. Thomas, Secretary

By: _____
John D, Nagle, Chairman
Board of Supervisors

Exhibit A

HANOVER TOWNSHIP – NORTHAMPTON COUNTY
SCHEDULE OF FEES – TOWING/STORAGE

Effective January 1, 2023

Towing Light Duty; up to 10,000 GVRW	\$160
Towing Medium Duty; 10,001-26,000 GVRW	\$320
Township Heavy Duty; 26,001 80,000 plus GVRW	\$565
Debris Clean Up	Up to \$57
Winching; up to 10,000 GVRW	\$75
Winching; 10,001-26,000 GVRW	\$149
Winching; 26,001 80,000 plus GVRW	\$286
Crash Wrap	\$48 per opening
Storage; up to 10,000 GVRW - unsecured	Up to \$54 per day
Storage; 10,001-26,000 GVRW - unsecured	Up to \$176 per day
Storage; 26,001 80,000 plus GVRW – unsecured	Up to \$455 per day
Storage; up to 10,000 GVRW - secured	Up to \$86 per day
Storage; 10,001-26,000 GVRW - secured	Up to \$225 per day
Storage; 26,001 80,000 plus GVRW – secured	Up to \$509 per day
Yard Fee	\$59
Additional charge for extra labor necessary to effect removal of vehicle. Such labor includes, but not limited to, shoveling of snow, and similar activities.	Up to 40.00 per each ½ hour (or any part thereof) when labor is necessary per occurrence
Snow Emergency Rates	Regular rates apply

Note: A police investigation supersedes the “Duty Tow” Schedule. A police officer can request any of the approved towing companies to impound a motor vehicle.

BASE ENGINEERING INC.

(610) 437-0978
(610) 437-0979

CONSULTING ENGINEERS & SURVEYORS
1010 N. QUEBEC STREET, ALLENTOWN, PA 18109-1607



FAX (610) 432-3800

www.BaseEng.com

BaseEngineering@BaseEng.com

CIVIL • STRUCTURAL • MUNICIPAL • ELECTRICAL • MATERIAL HANDLING • MECHANICAL • SUPERVISION

Board of Supervisors
Hanover Township
Northampton County
3630 Jacksonville Road
Bethlehem, PA 18017

November 7, 2022

**Re: TIME EXTENSION letter
Proposed Dunkin Donuts at 4098 Bath Pike
(TMP M6-15-10G-0214) / Base Project #2016-118**

Dear Supervisors,

Please consider this letter as requesting the necessary time extension for 90 days beyond November 18, 2022 through February 18, 2023 – on behalf of the Applicant (Divinity Group, LLC) – for the Developer to complete the improvements.

Thank you in anticipation of your approval. Please contact this office if you have any questions.

Yours sincerely,

Casey L. Bond, PE
Director of Engineering
cbond@baseeng.com
(P) 610-437-0978

c.c.: HEA

Prepared by and Return To:

James L. Broughal, Esquire

Broughal & DeVito, L.L.P.

38 West Market Street

Bethlehem, PA 18018

Northampton County Parcel I.D. No: M5SE1 8 1 0214 - 2201 Schoenersville Road

LAND DEVELOPMENT IMPROVEMENTS AGREEMENT

SCHOENERSVILLE SITE, LLC

2201 SCHOENERSVILLE ROAD

THIS AGREEMENT, made this 24th day of October, 2022, by and

between **HANOVER TOWNSHIP, NORTHAMPTON COUNTY**, a municipal corporation

organized and existing under the Laws of the Commonwealth of Pennsylvania (hereinafter called

"Township"), party of the first part;

AND

SCHOENERSVILLE SITE, LLC, a Pennsylvania limited liability company, with an address

of 144 North 3rd Street, Suite 2, Lehighton, Pennsylvania 18235 (hereinafter called "Owner"),

party of the second part.

WITNESSETH:

WHEREAS, the Township of Hanover, Northampton County, Pennsylvania, is a second class township; and

WHEREAS, pursuant to the powers granted second class townships under the Second Class Township Code, and the Pennsylvania Municipalities Planning Code, Act 247, as amended ("MPC"), the Township has adopted Subdivision Regulations and various other ordinances

including the Hanover Township Zoning Ordinance, pertaining to the regulation of non-residential land developments in the Township; and

WHEREAS, the Owner desires to develop land in the Township in accordance with the Township Land Development Regulations, and other various ordinances pertaining to the regulation of land development in the Township, including, but not limited to, the Township's Zoning Ordinance.

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings herein set forth and in further consideration of the Board of Supervisors of the Township ("Board of Supervisors") affixing its approval on a certain land development plan presented by the Owner, and intending to be legally bound hereby, for other good and valuable considerations, the parties agree as follows:

FIRST: The Owner shall construct and/or install the improvements shown on the Revised Preliminary/Record land Development Plans for Schoenersville Site, LLC – Medical Office Building, prepared by D&D Engineering & General Construction, LLC, dated September 24, 2021, as revised, which plan was approved conditionally by the Board of Supervisors on April 26, 2022, and recommended for conditional approval by the Hanover Township Planning Commission ("Planning Commission") on April 4, 2022. The improvements are more fully described in the land development plan ("Land Development Plan"), and are more specifically described in *Exhibit "A,"* which is attached hereto and made a part hereof (the "Improvements").

SECOND: All Improvements required under this Agreement shall be constructed in accordance with the Township Land Development Regulations, all other Township requirements and specifications, and all Northampton County and Commonwealth of Pennsylvania requirements and specifications, including, but not limited to, the specifications which are more fully described in

Exhibit "B", which is attached hereto and made a part hereof. If there is any conflict between the Improvements as depicted and/or described in the Land Development Plan and the requirements, specifications, etc., the Improvements shall be constructed and/or installed as depicted and/or described on the Land Development Plan.

THIRD: The Improvements more fully described in ***Exhibit "A"*** required under this Agreement shall be completed in accordance with the above-stated requirements within twelve (12) months of the date of this Agreement.

FOURTH: The Township, or its duly authorized agent, the Township Engineer, shall be the sole judge of whether the Improvements have met all the requirements and specifications of the Township, Northampton County, and the Commonwealth of Pennsylvania.

The Township, or its duly authorized agent, the Township Engineer, shall be the sole judge of whether all Improvements have been completed in accordance with said requirements and specifications within twelve (12) months of the date of this Agreement.

FIFTH: To ensure compliance with the provisions of this Agreement and, in particular, that all Improvements meet Township, County, and State requirements, and that the Improvements be completed within the time periods set forth in paragraph "THIRD", the Owner of the land which makes up the Land Development Plan shall deliver to the Township a performance bond in a form approved by the Township Solicitor in the amount of Three Hundred Forty-Three Thousand One Hundred Ninety-Eight and 35/100 (\$343,198.35) Dollars (the "Security"). The Security shall be restricted in use to the financing of the installation of the Improvements called for in this Agreement. It is clearly understood that the Township may, at any time within the time periods set forth in paragraph THIRD, when in its sole and absolute opinion the installation of the required Improvements are not progressing to the Township's satisfaction, draw upon the Security to

finance the installation of any or all of the required Improvements provided that Township shall first give Owner written notice of any deficiency in progress and Owner shall have a reasonable opportunity to cure any such deficiency, which period shall not exceed thirty (30) days.

SIXTH: Township building permits shall only be granted to the Owner of the land which makes up the land development in accordance with the terms of this Agreement, but only after the posting and approval of the Security required herein.

SEVENTH: It is clearly understood that the Township will make no improvements in this land development nor will they accept by dedication or otherwise any of the streets or roads, or right-of-ways, if any, contained in this land development unless and until all requirements and specifications of the Township, as have been set forth in this Agreement, have been met by the Owner of the land which makes up said land development. It is further understood that the Township will neither maintain nor keep the roads or streets of said land development, if any, clear of snow, ice, or debris unless and until all requirements and specifications of the Township, as have been set forth in this Agreement, have been met by the Owner of the land which makes up the Land (as hereinafter defined).

It is further understood that the Township will not be responsible to maintain or correct any drainage problem or sewage problem, which might exist or arise on the Land.

EIGHTH: The Township, or its duly authorized agent, the Township Engineer, shall be the sole judge of whether or not the Owner has complied with the requirements and specifications of the Township and shall determine, at its sole discretion and in accordance with the provisions of the MPC, whether or not the street(s), road/cartway system, drainage system, and sewage system or other Improvements should be approved and accepted by the Township, or other appropriate Township governmental authority.

The Township Engineer shall inspect and approve in writing all of the Improvements, as each stage of construction is completed. A schedule of the stages is attached hereto and made a part hereof as *Exhibit "B"*. The Owner shall not proceed to another stage of construction without the written approval of the Township Engineer, and it shall be the responsibility of the Owner to notify the Township Engineer in writing, or by email or facsimile transaction, when a stage of construction has been completed so as to be ready for inspection. Should the Owner fail to obtain written approval from the Township Engineer, which approval shall not be unreasonably withheld or delayed, to proceed to any stage of construction, then, in that event, said Township Engineer may require, if the Improvements are not in compliance with Township standards, the Owner to tear out and remove said Improvements and to proceed again with its construction or order additional Security to be posted for the future repair and maintenance of the Improvements. The course of action to be followed in all cases is to be determined solely by the Township Engineer. All reasonable and proper costs of the inspections by the Township Engineer are to be paid for by the Owner, and the failure to pay said costs shall be sufficient reason and justification for withholding approval of said construction. The Township agrees to approve releases of the Security in accordance with the MPC.

NINTH: If all Improvements required under this Agreement have not been completed in accordance with the requirements set forth in this Agreement and within the twelve (12) month period, then, in that event, the prior approval of the Land Development Plan by the Board of Supervisors and Planning Commission of the Township may be revoked, and the Owner or Owners of the land may resubmit their prior final land development plan for approval to the Planning Commission and Board of Supervisors of the Township in accordance with the subdivision and zoning regulations then in force. In acting upon their submitted final land development plan, the

Board of Supervisors and Planning Commission of the Township shall apply the provisions, regulations, and requirements of the Township Subdivision and Zoning Regulations and Ordinances in effect at the time of the resubmission. At the time of the resubmission, the Board of Supervisors and the Planning Commission may modify this Agreement and impose the acceptance of the modifications, if any, as a condition precedent to the re-approval of the Land Development Plan.

TENTH: All reasonable and proper Township Engineering costs, including, but not limited to, the inspection of the Improvements, shall be paid by the Owner of the Land (as hereinafter defined).

ELEVENTH: All reasonable and proper Township Solicitor (legal) costs, including, but not limited to, the preparation of this Agreement, the preparation of any deed or deeds and/or resolutions accepting the street system of the land development, if any, and any litigation arising out of Owner's failure to fulfill each and every obligation under this Agreement shall be paid by the Owner of the Land (as hereinafter defined).

TWELFTH: All recording fees, including, but not limited to, the recording of this Agreement, deed or deeds of dedication, and/or resolution of street acceptance, if any, shall be paid by the Owner of the Land.

THIRTEENTH: The Owner certifies and represents to the Township, and the Township hereby relies on said certification and representation, that said Owner has received proper legal advice and is aware of the entire impact of this Agreement and further understands each and every provision.

FOURTEENTH: The undersigned, herein designated as Owner, hereby certifies that it is the Owner, and that no other person, partnership, corporation, business trust, or any other organization, has any interest pertaining to the premises which are the subject of the within

Agreement, and this representation is made with full knowledge that the Township will rely upon the same in accepting any evidence in indebtedness of security as required herein.

FIFTEENTH: The Owner hereby agrees to enter into a maintenance bond or other security in an amount equal to fifteen percent (15%) of the actual cost of the Improvements called for in the MPC and in a Land Development Improvements Agreement, in a form approved by the Township Solicitor and/or the Board of Supervisors, to guarantee that the Improvements listed in this Land Development Plan Improvements Agreement shall be maintained for a period of eighteen (18) months, as more fully set forth in the Land Development Maintenance Agreement ("Maintenance Security") and in accordance with the MPC. The Maintenance Security shall be furnished by the Owner and approved, as herein provided, prior to the Township releasing the Security obtained to secure the Improvements.

SIXTEENTH: Owner will make provisions for and be personally responsible for removing all mud and debris from all vehicles and equipment leaving the property which is the subject of the Land Development Plan onto the Township street adjoining the area to be developed under this Agreement and shall remove any debris and litter which may fall upon the Township streets from all vehicles and equipment. If the same is not removed and properly washed down within twenty-four (24) hours after written notice from the Township to the Owner, then, in that event, said debris and litter shall be removed from the street by the Township at the Owner's expense and the Owner shall be billed for said expense, plus 20% surcharge for administrative expense, plus the costs expended by the Township if a municipal lien must be filed, which expense the Owner hereby agrees to pay.

SEVENTEENTH: The Owner and the successors and assigns of the Owner shall be solely responsible for any and all damage caused by the Owner, its agents, successors, or assigns in

the development of the land, which is the subject of the Land Development Plan (the "Land") and shall, at its own expense repair any damage done to abutting property owners or their land because of any negligent act on the part of the Owner, its agents, successors, or assigns in the development of the Land. The Owner shall indemnify and save harmless the Township, its agents, and consultants, from and against all liability for or on account of any injury or damages received or sustained by any person or persons by reason of and to the extent of (i) any act or neglect on the part of the Owner, its agents, or employees; or (ii) the condition of the Land; or (iii) the installation of any drainage facilities, or in consequence of any negligence in guarding the same, or as a result of any alleged breach of any statutory duty or obligation on the part of the Township, or of the employees of the Township in respect to the condition of the Land or guarding the same.

EIGHTEENTH: The Township will notify the Owner, upon receipt of written notice from the Owner, that all of the necessary Improvements to the land have been made, of its decision regarding approval or rejection of these Improvements, following the procedure outlined under Section 510 of the Pennsylvania Municipalities Planning Code, Act of July 31, 1968, P.L. 805, as amended, 53 P.S. Section 10510, which is incorporated in this Agreement in total by reference.

NINETEENTH: The Developer shall pay a Township Recreation and Open Space Area Fee in the total amount of \$7,881.60 in accordance with Section 159-16 D. of the Hanover Township Subdivision and Land Development Ordinance, which fee has been calculated at the rate of \$120,000.00 per acre multiplied by 1.642 acres multiplied by 4.0%. The required Open Space Area Fee shall be paid prior to the recording of the approved Land Development Plan.

TWENTIETH: The Developer shall pay prior to the issuance of a building permit, a traffic impact fee in the total amount of \$10,976.00, as required by the Hanover Township Impact Fee Ordinance No. 91-12, which fee has been calculated at the rate of \$343.00 per PM peak hour trip multiplied by 32 peak hour trips.

TWENTY-FIRST: Time of the Essence. Time is agreed to be of the essence of this Agreement.

TWENTY-SECOND: Default. In the event the Owner defaults under the terms and conditions of this Agreement, and the same is not cured within thirty (30) days of written notice from the Township, the following provisions shall apply:

- a. Right to Draw Upon Security. The Township shall have the right to draw upon the Security in accordance with its terms and in such amounts as to enable the Township to complete the Improvements. In addition, the Township shall have the right to bring an action at law or in equity against the Owner in the event the Security is insufficient to enable Township to complete construction and installation of the Improvements following default. In the event of any such action, suit, or proceeding brought by the Township against the Owner for defaults hereunder, the Owner agrees to pay the Township's reasonable attorney fees and court costs incurred in such action as may be awarded by a court having jurisdiction over the parties and subject matter of such dispute. The Township's exercise of its rights under the Security shall not bar it from pursuing its rights under this Agreement, the parties agreeing that the Township's rights hereunder are cumulative and not exclusive.
- b. Confession of Judgment. In the event the Township draws upon the Security in accordance with its terms and this Agreement and the Township completes the

Improvements at a cost in excess of the amount of the Security, then, and under such circumstances, the Owner agrees to reimburse the Township upon demand for such deficiency. The Owner shall have thirty (30) days to pay any such deficiency to the Township. In the event Owner fails to pay such deficiency to the Township, as provided above, then, and under such circumstances, THE OWNER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS THE TOWNSHIP BY ANY ATTORNEY OF ANY COURT OF RECORD OF PENNSYLVANIA AS ATTORNEY FOR THE OWNER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST THE OWNER FOR THE AMOUNT OF SUCH DEFICIENCY FOR WHICH AN AFFIDAVIT SIGNED BY AN OFFICER OF THE TOWNSHIP SETTING FORTH SUCH AMOUNTS AS ARE THEN DUE SHALL BE PRIMA FACIE EVIDENCE, PLUS TEN PERCENT (10%) THEREOF BUT NOT LESS THAN ONE THOUSAND DOLLARS (\$1,000.00) AS A REASONABLE ATTORNEY FEE, WITH COSTS OF SUIT. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ANY ONE EXERCISE THEREOF, BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS OFTEN AS THERE IS A DEFICIENCY UNDER SUCH SECURITY PROVIDED, HOWEVER, THE TOWNSHIP HAS GIVEN THE OWNER THIRTY (30) DAYS' WRITTEN NOTICE OF SUCH DEFICIENCY AND DEMANDED PAYMENT WITHIN SUCH THIRTY (30) DAY PERIOD OF TIME.

- c. Certain Waivers and Releases In any amicable action, suit, or proceeding brought by the Township under the provisions of paragraph 22(b) of this Agreement, the Owner hereby releases and agrees to release Township from all errors and defects whatsoever

of a procedural nature in entering such Confession of Judgment or in causing any Writ to be issued or in proceeding on such Writ or concerning the same, provided that the Township shall have filed in such action, suit, or proceeding, an Affidavit of an officer of the Township setting forth the facts necessary to support the entry of such Judgment or the issuance of such Writ according to the terms of this Agreement, of which facts such Affidavit shall be prima facie evidence. If a copy of this Agreement, verified by an officer of the Township, shall be filed in such action, suit, or proceedings, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom, or practice to the contrary notwithstanding.

TWENTY-THIRD: The Americans With Disabilities Act.

- a. The Owner acknowledges and agrees that, pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., the Owner understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Owner agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Township of Hanover, Northampton County, Pennsylvania, through agreements with outside contractors.
- b. The Owner agrees that all Improvements constructed pursuant to this Agreement shall be constructed in accordance with terms and provisions of Titles I, II, and III of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., if applicable.

- c. The Owner shall be responsible for, and agrees to indemnify and hold harmless the Township of Hanover, Northampton County, Pennsylvania, from, all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Township of Hanover, Northampton County, Pennsylvania, as a result of the Owner's failure to comply with the provisions of this paragraph.

TWENTY-FOURTH: All references herein to sections, subsections, paragraphs, clauses, and other subdivisions of this Agreement, and the words "herein," "hereof," "hereby," "hereto," "hereunder," and words of similar import, refer to this Agreement as a whole and not to any particular sections, subsections, paragraphs, clauses, or other subdivisions hereof. This Agreement shall be deemed to have been made under, and shall be governed by, the laws of the Commonwealth of Pennsylvania in all respects, including matters of construction, validity, and performance.

TWENTY-FIFTH: If any provision of this Agreement is prohibited by, or is unlawful or unenforceable under, any applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof, provided, however, that any such prohibition in any jurisdiction shall not invalidate such provisions in any other jurisdiction; and provided further, that where the provisions of any such applicable law may be waived by the parties to the full extent permitted by law to the end that this Agreement shall be deemed to be a valid and binding Agreement in accordance with its terms.

TWENTY-SIXTH: The Owner acknowledges that the Township has and does rely upon each and every term, paragraph, representation, covenant, warranty, and provision of this Agreement as inducement to enter into this Agreement.

TWENTY-SEVENTH: No delay or failure of Township in exercising any right, power, or privilege hereunder shall affect such right, power, or privilege, nor shall any single or partial exercise thereof, or the exercise of any other power, right, or privilege. The rights of the Township under this Agreement are cumulative and not exclusive of any right or remedies which the Township would otherwise have.

TWENTY-EIGHTH: No waiver of any breach of this Agreement by the Township shall constitute a continuing waiver or a waiver of any subsequent breach either of the same or another provision of this Agreement.

TWENTY-NINTH: The place of execution, contract, and performance is mutually agreed to be Hanover Township, Northampton County, Pennsylvania.

THIRTIETH: All the understandings and agreements heretofore had between the parties hereto, are merged in this Agreement, which alone fully and completely expresses their agreement, and this Agreement is entered into after full investigation, neither party relying upon any statement or representation not embodied in this contract made by the other.

THIRTY-FIRST: The Owner agrees that the Superpave Wearing Surface roads or portions of roads to be dedicated to the Township, if any, shall not be laid until the Owner is authorized, in writing, by the Township or its duly authorized agent, said authorization to not be unreasonably withheld or delayed. It is clearly understood that this provision in no way relieves the Owner from completion of the Improvements within the time periods stated in this Agreement, unless otherwise agreed to by the Township and the Owner.

THIRTY-SECOND: This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto.

THIRTY-THIRD Township agrees that any review, approval, discretion, opinion or judgment to be made by the Township and/or its duly Authorized Agent, including its Engineer and Solicitor shall be reasonable.

IN WITNESS WHEREOF, the parties have hereunto set their respective hands and seals the day and date first above written.

ATTEST:

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA

By: _____
Elizabeth D. Ritter, Secretary

By: _____
JOHN D. NAGLE
Chairman of the Board of Supervisors

WITNESS:

SCHOENERSVILLE SITE, LLC

By: Stephanie Anderson
Print Name: Stephanie Anderson
Title: Office Manager

By: 
Print Name: Joseph J. Bennett
Title: Managing Member

COUNTY OF _____

contained by signing the name of the corporation by himself as Chairman.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF)

Carbon

SS:

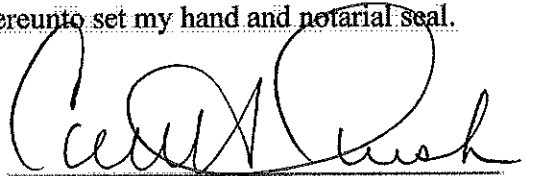
ON THIS, the 24th day of October, 2022, before me, the undersigned

officer, personally appeared Joseph J. Bennett and acknowledged himself/herself to be the

Managing Member of SCHOENERSVILLE SITE, LLC and that as such Managing Member was

authorized to execute the foregoing instrument on behalf of SCHOENERSVILLE SITE, LLC,
for the purposes therein contained.

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



Notary Public

Commonwealth of Pennsylvania - Notary Seal
Connie A. Christman, Notary Public
Carbon County
My commission expires March 9, 2024
Commission number 1086358
Member, Pennsylvania Association of Notaries

SCHOENERSVILLE SITE, LLC MEDICAL OFFICE BUILDING
2201 SCHOENERSVILLE ROAD
REVISED PRELIMINARY/RECORD LAND DEVELOPMENT

IMPROVEMENTS ESTIMATE – EXHIBIT “A”
HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA

JUNE 10, 2022

1.	Erosion/Sedimentation	\$8,600.00
2.	Site Improvements	\$273,035.00
3.	Other	\$2,000.00
	CONSTRUCTION COST ESTIMATE	\$283,635.00
	Plus 10% Contingency & Inspection	\$28,363.50
	TOTAL ESTIMATE	\$311,998.50
	Plus 10% for 12-month Security	\$31,199.85
	TOTAL	\$343,198.35

NOTE:

1. This estimate is prepared for the purpose of setting an amount for Township Improvement Security.
2. This estimate is adequate for security for a job completion schedule of 12 months, in accordance with Pennsylvania Municipalities Planning Code Article V Section 509(f).

S:\Projects\Municipal\HanoverTwp\1119-32-SchoenersvilleSite,LLCMedicalOfficeBuilding\Docs\SchoenersvilleSite,LLC\NOB-4\Exhibit\Job

SCHOENERSVILLE SITE, LLC MEDICAL OFFICE BUILDING
2201 SCHOENERSVILLE ROAD
REVISED PRELIMINARY/RECORD LAND DEVELOPMENT

IMPROVEMENTS ESTIMATE – EXHIBIT “B”
HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA

JUNE 10, 2022

SPECIFICATIONS AND PLANS

Improvements required are to be installed according to the approved Plans and supporting documents, and according to the Township Subdivision and Land Development Ordinance, Construction Standard Ordinances, and Pennsylvania Department of Transportation, Publication 408.

INSPECTION SCHEDULE

Inspections of improvements required by the Township Ordinances are required to insure conformity to approved Plans and Ordinances. Inspections for this Project would be required as follows:

1. Erosion and Sedimentation Control – before any earth disturbance occurs.
2. Parking Lot Construction or Patching – during filling, prior to and during curb construction, prior to and during stone backfill and prior to and during paving.
3. Landscaping and Other Improvements – prior to starting and at completion of work.

The Developer or his agent shall notify the appropriate Inspector at least twenty-four (24) hours prior to inspection times listed above. Unless noted, the Inspector for this Project shall be Hanover Engineering Associates, Inc.

S:\Projects\Municipal\Hanover\1119-32 Schoenersville, LLC Medical Office Building\2201 Schoenersville Rd\JCMB-ExhibitB.doc

Prepared by/Return to:

James L. Broughal, Esquire
Broughal & DeVito, L.L.P.
38 West Market Street
Bethlehem, PA 18018
(610) 865-3664

Northampton County Parcel I.D. No. M5SE1 8 1 0214 - 2201 Schoenersville Road

LAND DEVELOPMENT MAINTENANCE AGREEMENT

SCHOENERSVILLE SITE, LLC
2201 SCHOENERSVILLE ROAD

THIS AGREEMENT, made this 24 day of October, 2022, by and between **HANOVER TOWNSHIP, NORTHAMPTON COUNTY**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called "Township") party of the first part;

AND

SCHOENERSVILLE SITE, LLC, a Pennsylvania limited liability company, with an address of 144 North 3rd Street, Suite 2, Lehighton, Pennsylvania 18235 (hereinafter called "Owner"), party of the second part.

WITNESSETH:

WHEREAS, the Township has approved a land development plan known as Schoenersville Site, LLC – Medical Office Building (hereinafter called "Plan"); and

WHEREAS, the Owner and Township entered into a Land Development Improvements Agreement (hereinafter called "Improvements Agreement") for the Plan; and

WHEREAS, pursuant to the terms of the Improvements Agreement, Owner is obligated to maintain certain municipal improvements (the "Improvements") for a period of eighteen (18) months from the date of written acceptance by the Township; and

WHEREAS, the parties hereto desire that the agreement for the maintenance of the Improvements shall be in writing.

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings herein set forth and in further consideration of the Township affixing its approval on a certain land development plan presented by the Owner or Owners, and intending to be legally bound thereby, for other good and valuable considerations, the parties agree as follows:

1. All "Whereas" clauses are incorporated herein by reference.
2. Owner hereby agrees to maintain, repair and refurbish in accordance with the provisions of the Pennsylvania Municipalities Planning Code, Act 247 ("MPC") any and all of the Improvements for a period of eighteen (18) months following the date of final written acceptance of the Improvements by the Township (the "Maintenance Period"). Notification of acceptance of the Improvements shall be given by the Township to the Owner by certified mail return receipt requested, countersigned by the Township Engineer.
3. During the Maintenance Period, the Owner shall make such repairs and perform such maintenance as may be necessary, in the sole and absolute discretion of the Township to correct, repair, refurbish, maintain and replace any or all of the Improvements and further to correct and reinstall any deficiencies in the Improvements which may arise during the Maintenance Period.
4. All of the aforesaid obligations of Owner are hereby undertaken at Owner's sole cost and expense, and Owner agrees to hold harmless and indemnify the Township from any and all costs, expenses, claims and damages incurred by the Township because of the Owner's failure to maintain the Improvements.

5. The Improvements shall be maintained in accordance with all Township requirements and specifications, and conformity with this provision shall be determined solely by the Township or its duly authorized agent.

6. It shall be the duty of the Owner to notify the Township, in writing, ninety (90) days prior to the expiration of the Maintenance Period that the Improvements are ready for inspection by the Township.

7. Prior to the expiration of a thirty (30) days period following written notification, the Township shall notify, in writing, the Owner of those Improvements which need repairs, modifications, corrections, or replacement.

8. The Owner acknowledges and agrees that the Maintenance Period shall be extended to enable the Township to inspect Improvements and to require the Owner to repair and maintain the Improvements upon failure of the Owner to give any written notice as may be required by this Agreement.

9. In the event that repairs, modifications, corrections or replacement of the Improvements are required pursuant to this Agreement, the term of the Maintenance Period and term of the security posted by the Owner to guarantee the maintenance of the Improvements shall be automatically extended until such time as all Improvements are finally accepted in writing, by the Township.

10. A maintenance guarantee and/or security shall be provided to the Township in a form satisfactory to the Township and shall be in such amount as shall be approved by the Township prior to the release of the security posted under the Improvements Agreement for completion of the construction of the Improvements.

11. Nothing herein contained shall diminish the rights of the Township under any law or agreement insofar as they affect the Plan.

12. The parties hereto agree that the rule of contract law in the event of an ambiguity or problem of construction, the same will be resolved against the drafter of the instrument being construed, is hereby waived.

13. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

14. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

15. The parties hereto covenant, warrant and represent to each other good faith, reasonable cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

16. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

17. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without the prior written consent of the other party.

18. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

19. In the event that a suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys' fees to be fixed by the trial court, and/or appellate court.

20. Township agrees that any review, approval, discretion, opinion or judgment to be made by Township and/or its duly authorized Agent, including its Engineer and Solicitor shall be reasonable.

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

ATTEST:

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA

By: _____
Elizabeth D. Ritter, Secretary

By: _____
JOHN D. NAGLE
Chairman of the Board of Supervisors

WITNESS:

SCHOENERSVILLE SITE, LLC

By: Stephanie Anderson
Print Name: Stephanie Anderson
Title: Office Manager

By: [Signature]
Print Name: Joseph J. Bennett
Title: Managing Member

COMMONWEALTH OF PENNSYLVANIA

) SS.

On this _____ day of _____, 2022, before me, a Notary Public, the

undersigned officer, personally appeared JOHN D. NAGLE, who acknowledged himself to be the Chairman of the Board of Supervisors of Hanover Township, a municipal corporation and that he as Chairman, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chairman.

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

Notary Public.

COMMONWEALTH OF PENNSYLVANIA)

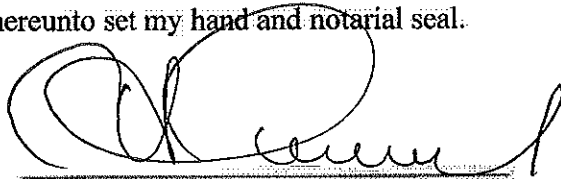
COUNTY OF

Carbon

)
)
)
SS:

ON THIS, the 24 day of October, 2022, before me, the undersigned officer, personally appeared Joseph J. Busacker and acknowledged himself/herself to be the managing member of SCHOENERSVILLE SITE, LLC and that as such managing member was authorized to execute the foregoing instrument on behalf of SCHOENERSVILLE SITE, LLC, for the purposes therein contained.

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



Notary Public

Commonwealth of Pennsylvania - Notary Seal
Connie A. Christman, Notary Public
Carbon County
My commission expires March 9, 2024
Commission number 1086358
Member, Pennsylvania Association of Notaries

Highway Occupancy Permit

Permit No.: 05061058

Name and Address of Permittee: Hanover Township - Northampton County 3630 Jacksonville Road Bethlehem, PA 18017	County: Lehigh	Issue Date: 11/1/2022
	County Contact No.: (610) 798-4294	Expiration Date: 11/1/2023
	Issuing District Office: 5-0	Application No.: 274289
	District Contact No.: (610) 871-4167	Account No.:
	Municipalities: Hanover Township	Permit Fee: \$ 0.00

Immediately upon completion of the work Permittee shall notify the permit office where application was made. Subject to all the conditions, agreements, restrictions, and regulations prescribed by the Pennsylvania Department of Transportation, (see in particular 67 Pa. Code, Chapter 212, 441 and 459 and State Highway Law, 36 P.S. Section 670 - 411, 420 and 421) and subject to the plans, special conditions, or restrictions herein set forth or attached hereto. This permit shall be located at the work site and shall be available for inspection by any police officer or Department representative.

Location and Description of Work		Permit No.: 05061058
1 of 1	State Route #: 1009 Segment(s): From 0074 To 0074 Offset(s): From 0138 To 0246	683: Replace Storm Water Facility Not Connected to Department Drainage Facility

Permit Conditions		Permit No.: 05061058
1 of 23	ALL WORK ASSOCIATED WITH THIS PERMIT WILL BE PERFORMED UNDER APPLICATION NO. 268915, HIGHWAY OCCUPANCY PERMIT NO. 05061059 IN THE NAME OF SCHOENERSVILLE SITE, LLC. ALL INSPECTION FEES FOR THE WORK WILL BE CHARGED TO SCHOENERSVILLE SITE, LLC.	
2 of 23	IF AN OPENING IS MADE WITHIN A BITUMINOUS OR CONCRETE PAVEMENT WITHIN 3 FEET FROM THE EDGE OF PAVEMENT OR OTHER LONGITUDINAL JOINT OR OPENING, THE SURFACE RESTORATION SHALL BE EXTENDED TO THE EDGE OF PAVEMENT OR OTHER LONGITUDINAL JOINT OR OPENING. (67 PA. CODE, CHAPTER 459.8).	
3 of 23	CONTRACTOR MUST CONTACT PENNDOT'S DISTRICT PRESS OFFICE AT 610-871-4500 AT LEAST 5 WORK DAYS PRIOR TO ANY LANE CLOSURE AND 10 WORK DAYS PRIOR TO ANY FULL CLOSURE.	
4 of 23	NOTIFY THE TRAFFIC MANAGEMENT CENTER AT 610-871-4600 PRIOR TO SETTING UP ANY LANE CLOSURES OR RESTRICTIONS, AND WHEN THE CLOSURE/RESTRICTION IS REMOVED.	
5 of 23	CONTACT LEHIGH COUNTY PERMIT OFFICE AT LEAST 3 WORK DAYS PRIOR TO START OF WORK AT 610-798-4294.	
6 of 23	AN INSPECTOR, WHEN AVAILABLE, WILL BE ASSIGNED ON MORE THAN A SPOT INSPECTION BASIS. PERMITTEE WILL BE CHARGED ALL INSPECTION COSTS INCURRED BY THE DEPARTMENT.	
7 of 23	FACILITY MAY BE PLACED IN PAVEMENT OR SHOULDER, AS PER PLANS; PROVIDED BASE AND WEARING COURSES ARE OPENED BY SAW CUT METHOD.	
8 of 23	THIS PERMIT AUTHORIZES WORK ONLY IN DEPARTMENT HIGHWAY RIGHT OF WAY.	
9 of 23	2A COARSE AGGREGATE BACKFILL MATERIAL IS REQUIRED UNDER 67 PA CODE, SECTION 459.8 (G)(2) AND SECTION 703.2 OF PUBLICATION 408.	

Highway Occupancy Permit

Permit No.: 05061058

Permit Conditions		Permit No.: 05061058
10 of 23	DEPARTMENT MUST BE NOTIFIED IN WRITING TWO WEEKS IN ADVANCE OF PRE-CONSTRUCTION MEETING.	
11 of 23	DEPARTMENT MUST BE NOTIFIED IN WRITING UPON COMPLETION OF WORK.	
12 of 23	TEMPORARY PAVEMENT RESTORATION AUTHORIZED CONSISTENT WITH SECTION 459.8 (K).	
13 of 23	COMPLETE PERMANENT PAVEMENT RESTORATION IN ACCORDANCE WITH SECTION 459.8, PRIOR TO THE CLOSE OUT OF THE PERMIT. EACH PATCH MUST BE PAINTED IN ACCORDANCE WITH SECTION 459.8 (L).	
14 of 23	THE PERMITTEE IS REQUIRED TO USE HOT MIX OR WARM MIX MATERIAL FOR TEMPORARY RESTORATION. COLD MIX WILL BE PERMITTED AT THE DISCRETION OF THE DEPARTMENT. PERMITTEE MUST MAINTAIN A SMOOTH PAVEMENT SURFACE SUITABLE FOR DRIVING FOR THE DURATION OF THE TEMPORARY PAVEMENT.	
15 of 23	SHOULDERS MUST BE RESTORED IN ACCORDANCE WITH APPROPRIATE SECTION OF PUB. 408 AND ROADWAY CONSTRUCTION STANDARDS RC-25M.	
16 of 23	IT IS THE PERMITTEE'S RESPONSIBILITY TO IDENTIFY ALL PENNDOT OWNED/OPERATED FACILITIES WITHIN THE LIMITS OF PERMITTED WORK. IF DAMAGED BY THE PERMITTED WORK, IT IS PERMITTEES RESPONSIBILITY TO CONTACT THE DEPARTMENT IMMEDIATELY AND RESTORE THE FACILITY TO ITS ORIGINAL CONDITION OR AS DIRECTED BY THE DEPARTMENT.	
17 of 23	ALL DISTURBED AREAS OUTSIDE THE PAVEMENT OR SHOULDER SHALL BE RESTORED TO A CONDITION AT LEAST EQUAL TO THAT WHICH EXISTED BEFORE THE START OF WORK.	
18 of 23	MINIMUM WORK ZONE TRAFFIC CONTROL TO BE IN ACCORDANCE WITH PUB. 213. SEE PUB 212 FOR ADDITIONAL DETAILS.	
19 of 23	NO LANES MAY BE RESTRICTED BETWEEN THE HOURS OF 6:00 AM TO 9:00 AM OR BETWEEN THE HOURS OF 3:00 PM TO 6:00 PM.	
20 of 23	DELINEATE UTILITY POLE WITH REFLECTIVE STRIP PER MUTCD SECTION 2C.63, AT A HEIGHT OF 4 FT ABOVE THE NEAREST ROADWAY SURFACE.	
21 of 23	PERMITTEE MAY BE REQUIRED TO PROVIDE DAILY VIRTUAL INSPECTION VIA ELECTRONIC DOCUMENTATION. THIS DOCUMENTATION SHOULD INCLUDE, BUT IS NOT LIMITED TO, PHOTO DOCUMENTATION OF WORK PERFORMED, DAILY LOG OF WORK ACTIVITIES, MATERIAL CERTIFICATIONS, TEST RESULTS, AND OTHER PERTINENT INFORMATION THAT DOCUMENTS PROPER RESTORATION OF THE HIGHWAY. PRIOR TO THE START OF WORK, CONTACT THE DISTRICT PERMIT MANAGER OR COUNTY PERMIT SUPERVISOR FOR SPECIFIC REQUIREMENTS. FAILURE TO PROVIDE THE DOCUMENTATION MAY RESULT IN PENNDOT STOPPING THE WORK, PHYSICALLY CLOSING ACCESS TO THE STATE HIGHWAY, AND/OR REMOVAL AND REPLACEMENT OF WORK.	
22 of 23	MATERIAL CERTIFICATIONS MUST BE PROVIDED, BY AN APPROVED MANUFACTURER LISTED IN THE DEPARTMENT'S PUBLICATION 35 BULLETIN 15, FOR ALL MATERIALS AND STRUCTURES WITHIN PENN DOT R/W.	
23 of 23	LONGITUDINAL JOINTS MUST NOT BE PLACED IN THE WHEEL PATH - A FULL LANE MILL/OVERLAY MAY BE REQUIRED BY THE INSPECTOR ASSIGNED BY THE DEPARTMENT TO OVERSEE CONSTRUCTION.	

Highway Occupancy Permit

Permit No.: 05061058

Acknowledgement of Completion

Permit work has been completed:

Date:

By:

Yassmin Gramian, P.E.

Secretary of Transportation

Michael W. Rebert, P.E.

District Executive

Highway Occupancy Permit

Permit No.: 05061059

Name and Address of Permittee: Schoenersville Site, LLC c/o Bennett Family Properties LLC 144 North 3rd Street, Leighton, PA 18235	County: Lehigh	Issue Date: 11/2/2022
	County Contact No.: (610) 798-4294	Expiration Date: 11/2/2023
	Issuing District Office: 5-0	Application No.: 268915
	District Contact No.: (610) 871-4167	Account No.:
	Municipalities: Hanover Township	Permit Fee: \$ 50.00

Immediately upon completion of the work Permittee shall notify the permit office where application was made. Subject to all the conditions, agreements, restrictions, and regulations prescribed by the Pennsylvania Department of Transportation, (see in particular 67 Pa. Code, Chapter 212, 441 and 459 and State Highway Law, 36 P.S. Section 670 - 411, 420 and 421) and subject to the plans, special conditions, or restrictions herein set forth or attached hereto. This permit shall be located at the work site and shall be available for inspection by any police officer or Department representative.

Location and Description of Work			Permit No.: 05061059
1 of 3	State Route #: 1009 Segment(s): From 0074 To 0074 Offset(s): From 0217 To 0217	133: Replace Curb 135: Remove Curb	
2 of 3	State Route #: 1009 Segment(s): From 0074 To 0074 Offset(s): From 0302 To 0302	133: Replace Curb 135: Remove Curb	
3 of 3	State Route #: 1009 Segment(s): From 0074 To 0074 Offset(s): From 0215 To 0215	521: Install Low Volume Driveway	

Permit Conditions		Permit No.: 05061059
1 of 31	ACCESS SIGNING AND PAVEMENT MARKINGS MUST BE MAINTAINED BY PERMITTEE.	
2 of 31	THIS ACCESS IS RESTRICTED AS FOLLOWS: EGRESS ONLY	
3 of 31	THIS PERMIT REQUIRES THE INSTALLATION OF TWO (2) DO NOT ENTER SIGNS (R5-1) 30X30, TWO (2) HORIZONTAL ONE WAY LEFT SIGNS (R6-1L) 36X12, AND TWO (2) HORIZONTAL ONE WAY RIGHT SIGNS (R6-1R) 36X12. THE PERMITTEE IS RESPONSIBLE TO MAINTAIN THESE SIGNS IN PERPETUITY.	
4 of 31	HIGHWAY OCCUPANCY PERMIT 05061058 WAS ISSUED TO HANOVER TOWNSHIP - NORTHAMPTON COUNTY FOR THE INSTALLATION OF THE STORMWATER FACILITIES ASSOCIATED WITH THIS PERMIT. SCHOENERSVILLE SITE, LLC. WILL BE CHARGED ALL INSPECTION FEES IN RELATION TO THIS PERMIT.	
5 of 31	THIS PERMIT IS LIMITED TO AN ANTICIPATED ADT OF 210 VEHICLES PER DAY. - (ONE WAY IN) WHEN THE TRAFFIC ENTERING AND EXITING THE PROPERTY EXCEEDS THIS AMOUNT, A NEW PERMIT MUST BE OBTAINED. IF THE USE OF THE PROPERTY CHANGES, A NEW PERMIT MUST BE OBTAINED.	
6 of 31	AS-BUILT PLANS, IN A .PDF FORMAT, MAY BE REQUIRED PRIOR TO THE CLOSE OUT OF THIS PERMIT, IF ANY CHANGES ARE MADE TO THE APPROVED DESIGN.	



Highway Occupancy Permit

Permit No.: 05061059

Permit Conditions		Permit No.: 05061059
7 of 31	A CERTIFICATE OF INSURANCE SHALL BE SUBMITTED TO THE DEPT. BY THE PERMITTEE OR ITS CONTRACTOR 30 DAYS PRIOR TO START OF WORK.	
8 of 31	VEHICLE TURN AROUND AREA MUST BE ESTABLISHED AND MAINTAINED AS SHOWN ON THE APPLICATION TO PREVENT THE BACK-UP AND TURNING OF VEHICLES ON THE HIGHWAY PAVEMENT PER 67 PA CODE, CHAPTER 441.8(F)(1).	
9 of 31	RESTORATION SECURITY SHALL BE SUBMITTED TO THE DEPARTMENT AT LEAST 30 DAYS PRIOR TO START OF WORK. NO WORK MAY BE PERFORMED UNTIL SECURITY IS APPROVED.	
10 of 31	ALL PERMANENT SIGNS ERECTED MUST BE FABRICATED BY AN APPROVED SIGN MANUFACTURER LISTED IN THE DEPARTMENTS PUBLICATION 35, BULLETIN 15.	
11 of 31	THIS PERMIT REQUIRES THE INSTALLATION OF TWO NO LEFT TURN SIGNS (R3-2) AND ONE ALL TRAFFIC MUST TURN RIGHT SIGN (R3-7-1R), AS SHOWN ON THE APPROVED PLANS. THE PERMITTEE IS RESPONSIBLE TO MAINTAIN THESE SIGNS IN PERPETUITY.	
12 of 31	CONTRACTOR MUST CONTACT PENNDOT'S DISTRICT PRESS OFFICE AT 610-871-4555 AT LEAST 5 WORK DAYS PRIOR TO ANY LANE CLOSURE AND 10 WORK DAYS PRIOR TO ANY FULL CLOSURE.	
13 of 31	CONTACT LEHIGH COUNTY PERMIT OFFICE AT LEAST 3 WORK DAYS PRIOR TO START OF WORK AT 610-798-4294.	
14 of 31	NOTIFY THE TRAFFIC MANAGEMENT CENTER AT 610-871 4600 PRIOR TO SETTING UP ANY LANE CLOSURES OR RESTRICTIONS, AND WHEN THE CLOSURE/RESTRICTION IS REMOVED.	
15 of 31	DEPARTMENT MUST BE NOTIFIED IN WRITING TWO WEEKS IN ADVANCE OF PRE-CONSTRUCTION MEETING.	
16 of 31	DEPARTMENT MUST BE NOTIFIED IN WRITING UPON COMPLETION OF WORK.	
17 of 31	CURB MUST BE INSTALLED IN ACCORDANCE WITH PENNDOT ROADWAY STANDARDS RC-64M AND RC-67M.	
18 of 31	PERMITTEE MUST MAINTAIN EXISTING SHOULDER DURING CONSTRUCTION.	
19 of 31	SURFACE DRAINAGE MAY NOT BE DIRECTED ONTO STATE HIGHWAY RIGHT OF WAY.	
20 of 31	THIS PERMIT DOES NOT AUTHORIZE DRAIN PIPE TO BE INSTALLED ACROSS ANY DRIVEWAY.	
21 of 31	PERMITTEE MUST MAINTAIN ACCESS FROM THE PAVEMENT EDGE TO AT LEAST 20 FEET OUTSIDE THE HIGHWAY RIGHT OF WAY.	
22 of 31	IT IS THE PERMITTEE'S RESPONSIBILITY TO IDENTIFY ALL PENNDOT OWNED/OPERATED FACILITIES WITHIN THE LIMITS OF PERMITTED WORK. IF DAMAGED BY THE PERMITTED WORK, IT IS PERMITTEES RESPONSIBILITY TO CONTACT THE DEPARTMENT IMMEDIATELY AND RESTORE THE FACILITY TO ITS ORIGINAL CONDITION OR AS DIRECTED BY THE DEPARTMENT.	
23 of 31	ALL DISTURBED AREAS OUTSIDE THE PAVEMENT OR SHOULDER SHALL BE RESTORED TO A CONDITION AT LEAST EQUAL TO THAT WHICH EXISTED BEFORE THE START OF WORK.	
24 of 31	MINIMUM WORK ZONE TRAFFIC CONTROL TO BE IN ACCORDANCE WITH PUB. 213. SEE PUB 212 FOR ADDITIONAL DETAILS.	



Highway Occupancy Permit

Permit No.: 05061059

Permit Conditions		Permit No.: 05061059
25 of 31	NO LANES MAY BE RESTRICTED BETWEEN THE HOURS OF 6:00 AM TO 9:00 AM OR BETWEEN THE HOURS OF 3:00 PM TO 6:00 PM.	
26 of 31	LANE CLOSURES WILL NOT BE PERMITTED DURING THE FOLLOWING PERIODS: EASTER WEEKEND - FRIDAY 6:00AM TO TUESDAY 9:00AM; MEMORIAL DAY WEEKEND - FRIDAY 6:00AM TO TUESDAY 9:00AM; FOURTH OF JULY HOLIDAY - REQUEST INFORMATION FROM DISTRICT OR COUNTY PERMIT OFFICE; LABOR DAY WEEKEND - FRIDAY 6:00AM TO TUESDAY 9:00AM; COLUMBUS DAY WEEKEND - FRIDAY 6:00AM TO MONDAY 9:00AM; THANKSGIVING WEEKEND - WEDNESDAY 6:00AM TO MONDAY 9:00AM; CHRISTMAS HOLIDAY-DECEMBER REQUEST INFORMATION FROM DISTRICT OR COUNTY PERMIT OFFICE; NEW YEAR'S HOLIDAY - REQUEST INFORMATION FROM DISTRICT OR COUNTY PERMIT OFFICE. THERE MAY BE ADDITIONAL TRAFFIC RESTRICTIONS FOR SPECIAL EVENTS THAT ATTRACT LARGE VOLUMES OF TRAFFIC IN THE AREA OF THE HOP.	
27 of 31	PERMITTEE IS RESPONSIBLE FOR ENSURING THAT MUD, SILT AND OTHER DEBRIS IS REMOVED FROM VEHICLES AND TIRES (BY POWER WASH, ETC.) BEFORE ENTERING ONTO THE HIGHWAY.	
28 of 31	PERMITTEE MAY BE REQUIRED TO PROVIDE DAILY VIRTUAL INSPECTION VIA ELECTRONIC DOCUMENTATION. THIS DOCUMENTATION SHOULD INCLUDE, BUT IS NOT LIMITED TO, PHOTO DOCUMENTATION OF WORK PERFORMED, DAILY LOG OF WORK ACTIVITIES, MATERIAL CERTIFICATIONS, TEST RESULTS, AND OTHER PERTINENT INFORMATION THAT DOCUMENTS PROPER RESTORATION OF THE HIGHWAY. PRIOR TO THE START OF WORK, CONTACT THE DISTRICT PERMIT MANAGER OR COUNTY PERMIT SUPERVISOR FOR SPECIFIC REQUIREMENTS. FAILURE TO PROVIDE THE DOCUMENTATION MAY RESULT IN PENNDOT STOPPING THE WORK, PHYSICALLY CLOSING ACCESS TO THE STATE HIGHWAY, AND/OR REMOVAL AND REPLACEMENT OF WORK.	
29 of 31	IF THE PROPERTY IS SOLD, THE PERMIT MUST BE TRANSFERRED (ASSIGNED) INTO THE NEW PROPERTY OWNER'S NAME.	
30 of 31	DRIVEWAY REQUIRED TO BE IN ACCORDANCE WITH 67 PA CODE, CHAPTER 441. GRADE BREAK CANNOT EXCEED 8%, SLOPES WILL BE VARIFIED WITH A 2 FOOT SMART LEVEL PRIOR TO THE CLOSE OUT OF THE PERMIT.	
31 of 31	MATERIAL CERTIFICATIONS MUST BE PROVIDED, BY AN APPROVED MANUFACTURER LISTED IN THE DEPARTMENT'S PUBLICATION 35 BULLETIN 15, FOR ALL MATERIALS AND STRUCTURES WITHIN PENN DOT R/W.	
Acknowledgement of Completion Permit work has been completed: Date: By:		<p>Yassmin Gramian, P.E.</p> <hr/> <p>Secretary of Transportation</p> <p>Michael W. Rebert, P.E.</p> <hr/> <p>District Executive</p>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HMK Insurance 54 South Commerce Way Suite 150 Bethlehem PA 18017	CONTACT NAME: PHONE (A/C, No, Ext): (610) 868-8507 FAX (A/C, No): (610) 868-7604 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Selective Way Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Schoenersville Site LLC 144 North 3rd Street Suite 2 Lehighton PA 18235	NAIC # 26301

COVERAGES

CERTIFICATE NUMBER: 22gl/umb

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		S2425285	09/27/2022	09/27/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
	MED EXP (Any one person) \$ 15,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			S2425285	09/27/2022	09/27/2023	EACH OCCURRENCE \$ 4,000,000
	AGGREGATE \$ 4,000,000						
	\$						
	\$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: onstruct low-volume driveway and associated improvements within PennDOT Right-of-Way for SR 1009 on Segment 0074, Offsets 0138-0386. Work is within PennDOT District 5-0 and applied for under EPS Application No.'s 268915 and 274289.

Additional Insured in regards to General Liability when required in a written contract: Commonwealth of Pennsylvania Department of Transportation

CERTIFICATE HOLDER

CANCELLATION

Commonwealth of PA Dpt. of Transportation Engineering Distric 5-0 1002 Hamilton St Allentown PA 18101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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