HOLD HARMLESS INDEMNIFICATION AGREEMENT

,	THIS AGREEMEN	T, made this	_ day of	2023	, by and bety	veen
HANOVER TO	OWNSHIP, a second	d class township of	Northampton	County, Pe	ennsylvania,	with
an address at	3630 Jacksonville	Road, Bethlehem,	Pennsylvania,	, 18017 ("	Township")	and
MICHAEL M	IANNICCI AND	DEBRA MANNI	CCI adult in	ndividuals	residing at	849
Clearview Ln,	Bethlehem Hanover	Township, Northa	mpton County,	, Pennsylva	ınia, 18017-2	2322
("Owner").						

RECITALS

- A. Owners propose to install a fence (the "Structure") on the property located at 849 Clearview Ln, Bethlehem, Pennsylvania 18017-2322 also known as tax parcel number M6SW 9 4 0214 (the "Premises").
- B. A plot plan of the Premises and the proposed location of the Structure is attached as Exhibit "A".
- C. The proposed Structure will encroach into the ten (10) foot and twenty-nine (29) foot Drainage Easement in the rear yard located on the Premises (the "Easement").
- D. In order to place the Structure within the Easement, the Owners need the permission of the Township. The Township is willing to consent to the placement of the Structure in the Easement, upon satisfaction by Owners of the conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, AND INTENDING TO BE LEGALLY BOUND, the parties hereto agree as follows:

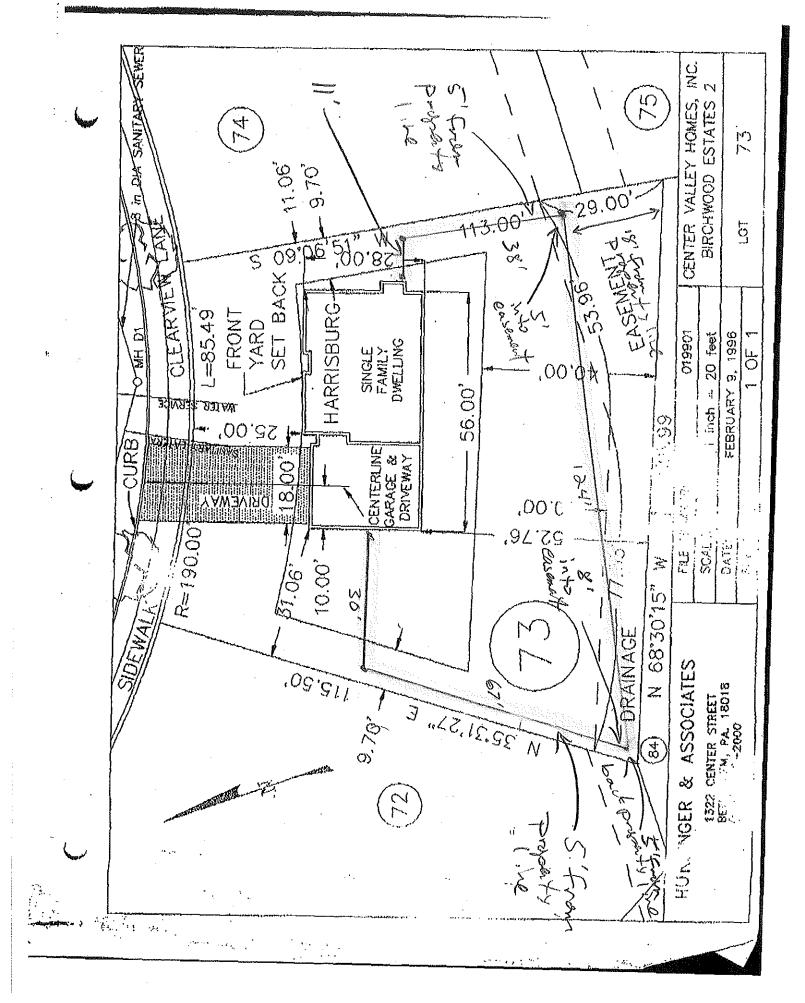
- 1. All "RECITALS" are hereby incorporated by reference as if the same were fully set forth here.
- 2. The Township hereby agrees to consent to the placement of the Structure in the Easement of the Premises upon the satisfaction of the conditions set forth below.
- 3. As a condition for approval and consent by the Township as set forth in paragraph 2 above, Owners, for themselves and their heirs, successors, executors, administrators and assigns, hereby agree to hold the Township harmless and indemnify the Township from and against any and all claims, actions, damages, suits, expenses (including attorney's fees), liabilities and the like, in law or in equity, and of any kind and nature, in connection with loss of life, personal injury and/or damage to property to any person arising from or in any way, directly or indirectly, associated with or caused by Owners' placement of or the existence of the Structure in the Easement of the Premises, including, but not limited to, loss of life, personal injury and/or damage to property caused by the improper construction and/or maintenance of the Structure.
- 4. In the event the Township is made a party to any litigation commenced by or against the Owners in connection with the placement of or the existence of the Structure, then the Owners shall protect and hold harmless the Township and shall pay all costs, expenses, and attorney's fees incurred or paid by the Township in connection with any such litigation.

- 5. The parties hereto acknowledge and agree that the Township's consent is conditioned upon the consent to the placement of the Structure by any and all utilities utilizing the Easement.
- 6. The parties hereto acknowledge that this Agreement is conditioned upon Owners obtaining the permission of adjacent landowners as to the placement of the structure, as may be required under the current Township Ordinance.
- 7. The parties hereto acknowledge that the Township retains discretion to require the removal of the Structure, in whole or in part, from the easement of the Premises if, in the sole opinion of the Township, the structure interferes with drainage on the Premises or on the Property of surrounding landowners.
- 8. This Agreement shall run with the land and shall be binding upon the Owners, their heirs, successors, executors, administrators and assigns, and shall inure to the benefit of the Township.
- 9. This Agreement, or any part thereof, shall not be construed against any party hereto, due solely to the fact that the Agreement, or any part thereof, was drafted by such party.
- 10. Owners shall immediately upon request pay all Township costs in connection with the Owners' request, including, but not limited to, attorney's fees, engineering fees and administrative expenses.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals on the date first above written.

ATTEST:		OVER TOWNSHIP, Northampton County, sylvania, a second class township
Ву:	Ву:_	JOHN N. DIACOGIANNIS, Chairman Board of Supervisors
WITNESS:	Ву: _	Michael Mannicci
Mulle Memin	Ву: _	Debra Manusci

COMMONWEALTH OF PENNSYLVANIA)) ss:
COUNTY OF NORTHAMPTON)
ON THIS, the day of	himself to be the Chairman of the Board of ch Chairman, being authorized to do so,
IN WITNESS WHEREOF, I have hereunte	o set my hand and official seal.
	NOTARY PUBLIC
COMMONWEALTH OF PENNSYLVANIA COUNTY OF NORTHAMPTON)) ss:)
ON THIS, the day of day of which we will describe the personal day of which will describe the personal day of day of day of which will describe the personal day of	L MANNICCI AND DEBRA MANNICCI sons whose names are subscribed to the within
IN WITNESS WHEREOF, I hereunto set r	ny hand and official seal.
Commonwealth of Pennsylvania - Notary Seal Richard E. Young, Notary Public Northampton County My commission expires May 9, 2025 Commission number 1184042	NOTARY PUBLIC



Please return signed and filled out with deposit: P.O. Box 11 Bath, Pa 18014

Bethlehem Carriage Company Contract Agreement 610-730-4973

a-27

Terms and Conditions:

- Weather Conditions: Bethlehem Carriage Company will provide service under most weather conditions. However, if the weather is too severe and considered unsafe, then Bethlehem Carriage Company reserves the right to cancel for the event and 50% of the rate will be refunded so long as Bethlehem Carriage Company cancels the moming of the event. If client cancels for the event the no refund shall be issued.
- Deposit: Deposit of 50% is non-refundable unless Bethlehem Carriage Company is unable to fulfill their service duties due to mechanical or equipment failure, or illness, etc.
- Changes: The client agrees to contact Bethlehem Carriage Company immediately of any changes that will concern them for the event. We will be in touch a few days before the event to reconfirm all the details, so please be sure to allow a way for us to reach you during this time.
- If Event Runs Late: We strive to arrive 15 minutes before our scheduled time to ensure promptness. If the event is late, then a shorter ride will be given or additional cost will be billed if the time goes over the planned scheduled time on contract at the rate of \$ 195 per 1/2 hour.
- Cancellations: If due to the rare event of circumstances beyond our control (mechanical or equipment failure, or illness etc.) the entire amount will be refunded and the client agrees by signing below that they understand no further compensation will be given. If Bethlehem Carriage Company would need to cancel, we would notify the client immediately.
- Pictures: By signing this contract below, I grant permission to use any pictures taken for promotional use.
- Liability Law: I hereby acknowledge and understand that I and all other participants assume the risk of equine activities pursuant to Pennsylvania Law.

	rania Law.	
Date of Event: 12-	<u>/-23</u>	De litehem T
Intended Use: The Description of Service:	chicle: <u>Sleigh & Wagon</u> :: <u>Various</u> : Lighting Rides up 1804e as previous years.	CARRIAGE COMPANY SELECIANT HORSE-DRAWN TRANSPORTATION
Arrival and End Times: 6:00 - 8:30 pm	Location (Pick-Up Address): below Address	Location (Drop- Off Address):
By signing this contract	you have read and agreed to all ter make checks payable to: Beggin and agreed to all ter make checks payable to: Beggin and agreed to all ter make checks payable to:	ms and information listed above:
Date:	Print: Hanover to insky Theo Address: 3630 Tacks	e Lighton Athi-Both Bucko in Ville 81
Phone Number:		18017 Deb 135 bbucko@ knovertwp-nc.og d contract must be received to reserve date.

TWO GATEWAY CENTER, 603 Stanwix St., Suite 1450, Pittsburgh, Pennsylvania 15222 Phone 800-245-2718 Fax 412-471-1758 www.indappr.com

May 11, 2023

Email to: ifinnigan@hanovertwp-nc.org

Mr. John F. Finnigan Township Manager Hanover Township 3630 Jacksonville Road Bethlehem, Pennsylvania 18017

Dear Mr. Finnigan:

We are pleased to submit our proposal to provide an appraisal for the Hanover Township for fixed asset accounting control and insurance valuation purposes.

Under the terms of our agreement, we will conduct an on-site inspection and appraisal of the **buildings and site improvements** (**insurable and uninsurable**) associated with the property locations listed in Addendum No. 1 of the agreement.

The report will be presented in our Property Inventory and Accounting Cost Record format which will provide a record of assets in computerized form. This presentation is designed for the continued maintenance of effective property control as well as providing a depreciation study for all fixed assets in compliance with GASB 34 requirements. The depreciation study is based upon actual or estimated acquisition cost and year acquired.

Applicable to insurance values, our certified report will establish the current cost of reproduction new and sound insurable value of the properties appraised.

When our proposal is accepted, please sign and date the Acceptance Page (Page 5 of the Agreement), Initial the Verification of Property Listing as shown in Addendum No. 1 (Page 7 of the Agreement) and return the signed, dated and initialed Agreement to me. Upon receipt, we will proceed promptly in making arrangements to schedule the on-site inspection.

If you wish to have us furnish your insurance agent or broker with a copy of the appraisal summary, please complete and return the attached Form 311, agent authorization (Page 11). Due to the confidential nature of these figures, they will be released only with your written consent.

Should you have any questions, concerns, or if we can be of assistance in any way, do not hesitate to contact me at 610-970-1050, fax 610-970-1561 or email jnash@indappr.com.

Thank you for considering the professional appraisal services of Industrial Appraisal Company. We look forward to be of service to you in your important valuation requirements.

Very truly yours,

INDUSTRIAL APPRAISAL COMPANY

James V. Nash Regional Manager

James V. Nash

JVN/mg



TWO GATEWAY CENTER, 603 Stanwix St., Suite 1450, Pittsburgh, Pennsylvania 15222 Phone 800-245-2718 Fax 412-471-1758 www.indappr.com

APPRAISAL AGREEMENT

The Industrial Appraisal Company hereby proposes to provide inventory and valuation services for:

Hanover Township

3630 Jacksonville Road Bethlehem, Pennsylvania 18017

I. PROVISIONS AND SCOPE OF APPRAISAL

The appraisal services and reports are to consist of on-site consultation, data collection, inventory, valuation, and cost analysis of the fixed assets of **Hanover Township** for the purpose of preparing a tabulated schedule of fixed assets including a depreciation study related to actual or estimated year of acquisition and acquisition cost. This schedule is designed to conform to the requirements of **GASB 34** as it pertains to depreciation. Supplementally, an opinion of the current insurance values of the buildings will be provided.

The fixed assets to be identified and recorded will include buildings. The applicable property locations to be considered for appraisal are listed in **Addendum No. 1** to this agreement.

II. <u>INVENTORY AND APPRAISAL PROVISIONS</u>

The data for the proposed asset management system and the insurance valuation report will be developed by physical inspection, inventory and cost analysis of all applicable assets.

A. Buildings

The buildings will be valued as a unit-in-place for cost accounting and insurance valuation purposes reflecting specific data elements relating to dates of construction or acquisition, original cost allocation, square footage, useful life, and reproduction cost new. Building component classifications will be comprised of General Construction, Plumbing, Heating/Air Conditioning/Ventilating, Electrical, Sprinkler System, Roofing and Fixed Equipment allocations.

B. <u>Site Improvements</u> – (Insurable and Uninsurable)

The site improvements will consist of: Lighting, Fencing, Signs, Flagpoles, Parking Lots, Sidewalks, Curbs, Retaining Walls, Property in the Open, Etc.

III. REPORT PRESENTATION

The capital asset report presentation will include all fixed asset classifications currently scheduled or predesignated by **Hanover Township** and will essentially be prepared in conformance with Industrial Appraisal's Property Inventory and Accounting Cost Record form.

- A. The report(s) to be provided will include:
 - Letter of Transmittal
 - Building Schedule Index
 - Departmental Schedule Index
 - Insurance Valuation Summary
 - Recapitulation Summary by Asset Code
 - Master Detailed Report



B. The Master Detailed Report will include the following data:

Building Identification - Floor/Room/Area Code - Asset Class Code - Quantity - Description - Date Acquired - Life - Reproduction Cost New - Acquisition Cost - Accumulated Depreciation - Annual Depreciation - Salvage Value

Acquisition Date and Cost (Buildings/Structures):

The dates of acquisition and acquisition costs of the Buildings/Structures will be developed by the appraisal staff through use of data to be supplied by Hanover Township and should include architectural cost breakdowns, renovation projects and any records of site purchases. In the absence of actual costs, Industrial Appraisal Company will utilize reverse trending indices applied against current replacement cost calculations.

2. <u>Life</u>:

The life schedule for fixed assets conforms to recommendations by GASB Statement 34 implementation as indicated in **Addendum No. 2**. Any exceptions required by Hanover Township must be made prior to commencement of the work.

3. Depreciation:

All <u>major</u> fixed asset items recorded will be capitalized and depreciated on a straight-line basis utilizing the half-year convention computed as of a **December 31 fiscal cutoff** or as otherwise specified.

4. Salvage Value:

The estimated amount, expressed in terms of money that may be expected for the whole property or a component of the whole property that is retired from service for possible use elsewhere, as of a specific date. Salvage value will be computed by classification and calculated using the schedule indicated in Addendum No. 2.

We care about the environment. All Industrial Appraisal Company reports are provided in electronic format. An additional charge will apply for hard copy reports. Please contact Industrial Appraisal Company if a hard copy is required.

IV. PROFESSIONAL FEE

The total fee for the proposed inventory and appraisal services is:

THREE THOUSAND SEVEN HUNDRED DOLLARS

\$3,700.00

FEE IS INCLUSIVE OF ALL EXPENSES

This fee covers work under this contract only, and such items as legal conferences, depositions, court testimony or expansion of the appraisal for purposes not specified in this agreement will be billed at a per diem rate to be determined.

V. BILLING PROCEDURE

The fee quoted for services to be provided currently will be progressively billed as follows:

- 60% of Appraisal Service Fee due upon completion of the on-site fieldwork
- · Balance due upon delivery of the completed appraisal report

Unless special arrangements have been made all progressive payments must be in hand before the appraisal results are released for delivery.

This agreement may be terminated by either party at any time given 10 days written notice, however, accumulated fees and costs incurred to the point of termination will be billed through the active period.



VI. ANNUAL SERVICES

The Industrial Appraisal Company will provide annual maintenance service for both the updating of the Property Inventory and Accounting Cost Record and the Report of Insurable Values.

A. Property Inventory and Accounting Cost Record Updating

Industrial Appraisal Company offers to furnish annually a new fixed asset schedule that will reflect the additions, deletions and transfers that have been reported to Industrial Appraisal Company for the previous year. New depreciation data will be calculated. In addition to the revised master report the following supplemental reports will be prepared.

- Current Year Capital Additions by Building
- Current Year Deletions by Building

B. <u>Insurable Values Updating</u>

A report of updated insurable values will include a new appraisal summary reflecting the current Reproduction Cost New and Sound Insurable Value of the buildings.

ANNUAL SERVICES FEES

VII. PROOF OF LOSS SERVICE

In the event of a loss covered by insurance, provided immediate written notice is given to our Corporate Office, and our Annual Revaluation Service is in effect, the Industrial Appraisal Company will provide updated values, for preparation of proof of loss, of the appraised property as of the date of the loss.

OPTIONAL SERVICE

Presented as an Optional Service and additional fee, Industrial Appraisal Company is offering to expand the scope of the assignment to include the following:

Provide Research Necessary to Include Land Data

Land is not a depreciable asset but should be included in the fixed asset record based on information to be supplied by Hanover Township. Its inclusion in the study requires historical cost, date acquired, parcel number and lot size. In the absence of historical cost information, the current Market Value should be provided for the parcels. Industrial Appraisal Company will estimate a cost utilizing reverse trending based on custom indices.

Where cost information for land is not available or provided, the Industrial Appraisal Company can provide the research necessary to include land data to satisfy GASB 34 requirements.

A separate fee consideration of \$125.00 Per Parcel will be required to accomplish this additional work.



TERMS AND CONDITIONS

General

In the event Industrial Appraisal Company's services are requested to include items not covered by this agreement, these services shall be negotiated between Hanover Township and Industrial Appraisal Company.

Fees stated in this proposal are predicated on properties as indicated to us without benefit of independent verification. Should the results of our investigation indicate that the scope of the project or total number of structures to be appraised is greater than indicated, we reserve the right to adjust our fee based on the additional work effort. Correspondingly, if we are requested to include other properties not listed in the information provided, we will identify the cost to provide those additional services on a separate invoice.

Performance of this contract and fees developed hereunder are predicated upon authorized access to the property and required information and available data to be provided promptly as requested. When formulating our conclusions, we may rely on information provided by Hanover Township or others. Should new information become available after a draft or final report has been submitted, we reserve the right to amend or modify our report and the conclusions therein. The fee quoted is contingent upon the on-site inspection being conducted during normal business hours, Monday through Friday. Should it be necessary to conduct the on-site inspection other than during normal business hours, an additional fee may apply.

Any exceptions to our standard life schedules, codes, salvage values, etc. will result in additional charges.

Terms and conditions on purchase orders issued to Industrial Appraisal Company for authorization are for Hanover Township's internal use only and shall not modify the terms and conditions of this agreement, addenda, or related documents.

The Industrial Appraisal Company is not an accounting firm and we rely upon mutual cooperation with Hanover Township in developing an accurate accounting database that will meet GASB 34 requirements for compliance.

Limitation on Damages

Hanover Township agrees that the Industrial Appraisal Company officers, directors, employees, shareholders, agents and subsidiary or related entities shall not be liable to Hanover Township for any claims, liabilities, causes of action, losses, damages (whether compensatory, consequential, special, direct, indirect, incidental, punitive, exemplary, or of any other type), costs and expenses (including, but not limited to reasonable attorneys' fees and expert witness fees and the reasonable time and expenses of Industrial Appraisal Company's personnel involved) in any way arising out of this engagement in any amount greater than the total amount of fees paid by Hanover Township to the Industrial Appraisal Company, except to the extent finally and judicially determined to have been the result of bad faith, gross negligence, or intentional or willful misconduct of the Industrial Appraisal Company. This provision shall survive the termination of this agreement for any reason, and shall apply to the fullest extent of the law, whether in contract, statute, tort, strict liability or otherwise.

Force Majeure

Neither Party shall be liable for or deemed to be in default for any delay or failure to perform any act under this Agreement (other than the payment of money) resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work stoppages by either Party's employees, or any other cause beyond the reasonable control of such Party.

Confidentiality

To the extent Industrial Appraisal Company, its employees or agents is provided, has access to or comes into possession of, any protected proprietary and/or confidential information of Hanover Township (collectively, "Confidential Information"), the Industrial Appraisal Company, its employees and agents shall not, directly or indirectly, acting alone, or with others: (i) disclose to any other person or entity any Confidential Information (unless required by law); or (ii) use any Confidential Information other than for performance of this contract.

Industrial Appraisal Company agrees that upon completion and delivery of the appraisal reports, whether physically or electronically, the appraisals shall be the property of Hanover Township. Industrial Appraisal Company agrees to maintain the confidentiality of this proposal and the information contained in the appraisals unless compelled to disclose such information by judicial process from a court of competent jurisdiction. Industrial Appraisal Company agrees that prior to any disclosure pursuant to judicial process, Industrial Appraisal Company shall notify, and provide a copy of such process to, Hanover Township.

Property Exclusions

The appraisal will not include landscaping, licensed vehicles, musical instruments, uniforms, equipment, fine arts, consumable supplies, valuable papers, intangible assets, property of third parties, or properties other than those indicated in this agreement.



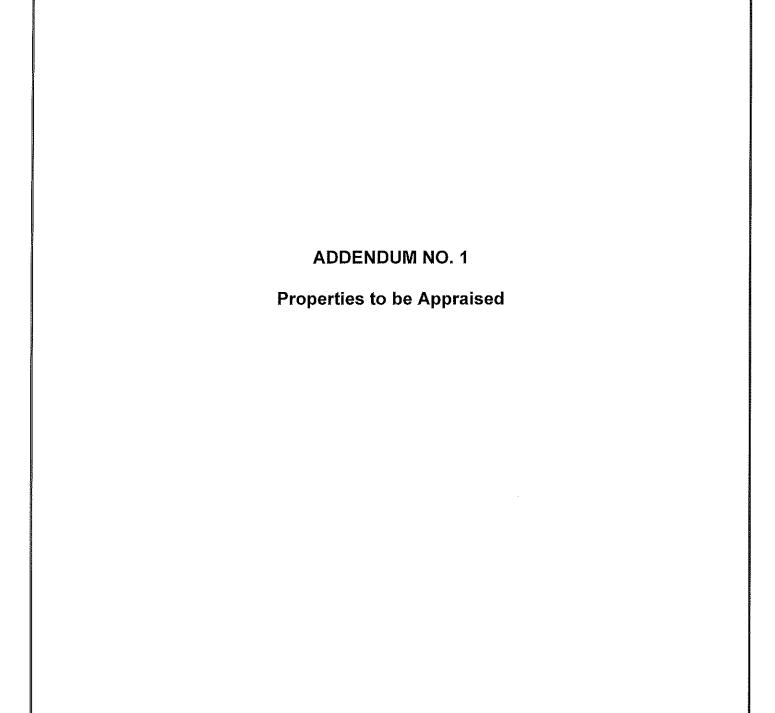
ACCEPTANCE AND AUTHORIZATION TO PROCEED

Neither party to this contract is bound by any promise, term nor condition, either oral or written, not incorporated in this instrument. Acceptance of this Appraisal Agreement also indicates acceptance of the Addenda. This offer for appraisal services **expires after ninety (90) days** at which time it may be renegotiated.

SUBMITTED this 11th day of May 2023

INDUSTRIAL APPRAISAL COMPANY TWO GATEWAY CENTER 603 STANWIX STREET, SUITE 1450 PITTSBURGH, PENNSYLVANIA 15222

PITTSBURGH, PENNSYLVANIA 19222		
James V. Nash		
James V. Nash Regional Manager		
ACCEPTED:		
HANOVER TOWNSHIP 3630 JACKSONVILLE ROAD BETHLEHEM, PENNSYLVANIA 18017		
Signature		
Date		
Print Name		
OPTIONAL SERVICE ACCEPTANCE: (Please Initial Accept or Decline))	
Where information for land is not available or provided, the Industrial Appraisal Company can provide the research necessary to include land data to satisfy GASB 34 requirements\$125.0	0 Per Parcel	or
	Accept	Decline



ADDENDUM NO. 1

Properties to be Appraised

APPRAISAL AGREEMENT

Hanover Township

3630 Jacksonville Road Bethlehem, Pennsylvania 18017

PROPERTY LOCATION	APPROXIMATE SQUARE FOOTAGE
Municipal Complex, 3630 Jacksonville Road, Bethlehem, PA c/o	
Municipal Building	6,850
Community Center	26,500
Municipal Garage	17,800
Pool Storage Building	2,400
Pool	
Public Works Pole Barn	4,000
Public Works Salt Storage	3,200
Lions Pavillon	800
Police Building, 248 Brodhead Road, Bethlehem, PA	14,000
Pharo Park, 3745 Kim Street, Bethlehem, PA	600
Crawford Park, 4200 Harriet Lane, Bethlehem, PA	1,350
Westgate Park, 1305 Stonewood Drive, Bethlehem, PA	900
APPROXIMATE TOTAL SQUARE FOOTAGE:	78,400
Land Parcels	
Site Improvements (Insurable and Uninsurable)	
at Property Locations listed on this Addendum	
To Include: Lighting, Fencing, Signs, Flagpoles, Parking Lots,	
Sidewalks, Curbs, Retaining Walls, Property in the Open, Etc.	

THE FEE QUOTED IN THIS AGREEMENT IS FOR THE APPRAISAL OF THE LOCATIONS AS INDICATED ON THIS ADDENDUM ONLY. THE APPRAISAL OF LOCATIONS NOT LISTED ON THIS ADDENDUM OR SIGNIFICANT INCREASE IN SQUARE FOOTAGE WILL RESULT IN ADDITIONAL CHARGES.

Ple	ease l	nitial	Verification	of Propert	v Listine	a



ADDENDUM NO. 2 Universal Coding (GASB 34 Compliant)



Information Technology Two Gateway Center 603 Stanwix Street, Suite 1450 Pittsburgh, PA 15222 412-471-2566/800-245-2718

www.indappr.com

UNIVERSAL CODING for Property Record, Fixed Asset Appraisals

	ASSET/		SALVACE
DESCRIPTION	PROPERTY CLASS	LIFE	SALVAGE VALUE %
LAND, IMPROVEMENTS, BUILDI	· · · · · · · · · · · · · · · · · · ·		
Land	01	N/A	N/A
Site Improvements	02	20+/-	00
Buildings	03	40+/-	00
Leasehold Improvements	04	20	00
Infrastructure	05	50+/-	00
BUILDING ITEMS/PERMANENT F	FIXTURES		
Stained Glass	06		
Stained Glass - Fine Arts	07	M-3M	
Chandeliers/Sconces	08		10
Pipe Organs	09		10
Statues	10		uu
Bells/Bell Carillons (Bldg.)	11		***
Murals/Icons	12		<u></u>
Architectural Fine Arts	14		
Permanent Fixtures	21	20	00
Bowling Alley/Pinsetters	22	20	10
Carillon (PF)	23	20	10
Permanent Fixtures SV	25	N/A	N/A
EQUIPMENT			
Machinery/Shop Equip.	30	15	10
Construction Equipment	32	15	10



	ASSET/		CALVACE
DESCRIPTION	PROPERTY CLASS	LIFE	SALVAGE VALUE %
Refrigeration Equip (Ice Rink, etc.)	34	<u></u> 15	05
Equipment	38	15	05
Office Mach & Devices	44	08	00
Audio Visual Equip	45	06	05
EDP Equip	46	05	00
Telephone System	47	10	00
Laboratory/Science Equipment	48	10	10
Medical/Hospital Equipment	49	10	10
Food Service & Appliances	51	15	05
Communications (Radio/TV) Equip	52	10	05
Sacred Vessels/Vestments/Altar Linens	54	10	10
Books, Periodicals & Materials	55	7	10
Fine Arts	56	N/A	N/A
Music Equip & Instruments	57	20	10
Manufacturing Piping	58	20	00
Process Piping	60	20	00
Power Feed Mains	62	20	00
Vehicles Police Acq. Only	63	2	05
Mobile Equipment	64	12	05
Vehicles Licensed Acq. Only	66	8	10
Leased Equipment	67	N/A	N/A
"On Board" Vehicle Equipment	70	10	05
Maintenance & Grounds Equip.	72	1 5	05
Books & Periodicals "OV"	80	7 w/cost	N/A
Dockets & Maps "OV"	81	7 w/cost	N/A
Law Books "OV"	82	7 w/cost	N/A
Molds - Dies - Fixtures "OV"	83	N/A	N/A
EDP Software or Equip."OV"	84	5 w/cost	00
AV Software or Equip."OV"	85	6 w/cost	05
Miscellaneous Equip. "OV"	86	10 w/cost	00
Musical Instruments "OV"	87	20 w/cost	10
Uniforms "OV"	88	10 w/Cost	10
Stated Value Equipment	90	N/A	N/A
Athletic & Sports Equipment	91	10	10
Educational & Janitorial Supplies	98	N/A	N/A
"Optional" Description	99	Optional	Optional





FORM 311

Corporate Office Two Gateway Center 603 Stanwix Street, Suite 1450 Pittsburgh, PA 15222 800-245-2718 412-471-2566 Fax: 412-471-1758 www.indappr.com

Please forward a copy of the Appraisal Summary to our Advisor Listed Below:

Advisor's Email:	
	Please indicate if you wish to have a copy forwarded to your advisor electronically each year: Yes □ No □
Name:	
Company:	
Address:	
Name of	
Appraised Property:	
Signature:	
Print Name:	Date:
Telephone:	
کي د کار	ino Endustrial Appraisal
Form 311	MAC STATE O W F V N A





AIA° Document G701™ – 2017

Change Order

PROJECT: (name and address) Hanover Township Municipal Pool 3650 Jacksonville Road Bethlehem, PA 18017

OWNER: (name and address) 3650 Jacksonville Road Bethlehem, PA 18017

SIGNATURE

5-9-23

DATE

Joseph Powell, AJA LEED AP, Principal

PRINTED NAME AND TITLE

CONTRACT INFORMATION:

Contract For: Hanover Twp. Mun. Pool December 22, 2023

ARCHITECT: (name and address)
BKP Architects

1525 Locust Street, 5th Ffr. Philadelphia, PA 19102

CHANGE ORDER INFORMATION:

Change Order Number: 004 5-9-23 Date:

CONTRACTOR: (name and address) Heim Construction Co, 44 Pheasant Run Road

John J. Finnigan, Township Manager PRINTED NAME AND TITLE

Orwigsburg, PA 17961

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Added cost to provide permanent power to the new pump house. Construction Documents Illustrated permanent power to the pump house from the existing junction box adjacent to the existing pump house. PPL visited the site and determined permanent power should be provided from the transformer located adjacent to the community center. Added costs are for trenching, concrete encased condult, transitions to new CT cabinet in the pump house. See attached COR 01 Rev 02 Electrical Service Changes dated 5-9-23.

SIGNATURE

DATE

Michael Wright, VP Operations PRINTED NAME AND TITLE

The original (Contract Sum) (Guarante	eed Maximum Price) was	\$	\$6,745,325.0	10
The net change by previously authoriz	ed Change Orders	\$	\$22,231.27	
The (Contract Sum) (Guaranteed Maxi	imum Price) prior to this Change Order	was \$	\$6,767,556.2	.7
The (Contract Sum) (Guaranteed Manie by this Change Order in the amount of	lmum Price) will be (increased) (decrea	sed) (unchanged) \$	\$52,667.69	
The new (Contract Sum) (Quaranteed)	Maximum Price), including this Change	e Order, will be \$	\$6,820,223.9	6
The Contract Time will be (increased)	(decreased) (unchanged) by		() days.
The new date of Substantial Completic	on will be		November 23	, 2023
Contract Time, that have been authorize	udfustments to the Contract Sum or Gua d by Construction Change Directive unt hich case a Change Order is executed to	il the cost and time ha	ive been agree	
NOT VALID UNTIL SIGNED BY THE ARC	HITECT, CONTRACTOR AND OWNER.			
BKP An hitects	Heim Construction Co.	Hanover Tewnship	<u> </u>	
ARCHITE (Virin name)	CONTRICTOR (Girm name)	OWNER (Firm name)	<u> </u>	



HEIM CONSTRUCTION COMPANY, INC.

1020 Chestnut Road – Orwigsburg, PA, 17961 PHONE: 570-968-4445 • FAX: 570-968-4441 LICENSE: PA 021002

Change Order Request #01 Revision 02 General Construction

DATE: 05/09/23

Hanover Township, Northampton County

3630 Jacksonville Road Beflichem, PA 18017-9302 RE: Hanover Township Pool Project

TITLE: Electrical Service Changes

TIME EXTENSION: TBD

CHANGE DESCRIPTION: Heim Construction is pleased to present prioring to provide additional electrical work as described in attached BEI Electrical Proposal dated March 3, 2023 and qualified as follows: The work for temporary electric to the pole barn and both house are not included in this price. The work for sight lighting and permanent power to Bath House is not included. Work includes disposal of materials removed and constitucion waste generated as a result of this work. Includes ignored of materials removed and constitucion waste generated as a result of this work. Includes removal of temporary services at completion of use. Includes landscape restoration after metabing. Price does not include asphalt patching for site lights or repair and emplement of any damaged or deteriorated site lighting conduit of cable as these are unknown quantities and can be done on a time and material basis once known. Township may elect to do patch paving as well. Proposal is based upon Township directly paying any PPL Fees and Engineering costs and PPL furnishing and installing secondary cables from existing transformer to new CT cathine in pump house.

Total PROPOSED CHANGE ORDER: ADD \$52,667.69

We propose to furnith labor & material,—complete in accordance with the above specifications for the sum of:

Dollars \$ 52,667.69

Payment to be made as follows	NET 30 days	
This proposed is valid for 20 extender days from submixtion. Her Request once have had the appendmenty to sesses the dispose of the exect, modify or you'd this proposed for may moneth at any time.	s from submission. Halm reserve the right to req seeces the impert of the change on the programs ay reason at any time.	This proposal is waited for 2D calments door from unberinging. Helm reserves the right to recovery sufficient time from the edite of Appearand to Ching Campes. Requires from the edite of Appearand to the selection of the reserves to control to the relation of the recovery of the free proposal for any remone at any time.
Accoycat The above prices, specification hereby sectionize you to proceed with 11 made as outline stove.	Accepted: The above prives, specifications and conditions are subdectery and we barrely sustained you to proceed with the work as specified. Formest will be made as outline above.	Respectfully Submitted HEIM CONSTRUCTION COMPANY INC
Acceptance Date:	By:	ره
	Ne Ne	Note. This proposal may be withdrawn by us if not accepted in 20 days.

COR 01 Revision 02 Electrical Service Changes	lectrical Service C	hanges	Countries Fourt Des Architects FC			
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RE

Memorandum of Understanding

The following understanding was reached by the Hanover Township - Northampton County Board of Supervisors and Heim Construction regarding the low-mobility grouting (aka compaction grouting) activities required as part of the construction of the new municipal pool:

- Heim Construction stipulated that their bid for the project did not include any money for compaction 1) grouting, indicating that their interpretation of the Bidding/Contract Documents was that compaction grouting would be paid at a unit price cost based on the final amount of material installed;
- 2) BKP Architects/Colliers Engineering stipulated that compaction grouting is required to fulfill the requirements of the Contract and presented the relevant portions of the Bidding/Contract Documents illustrating and describing the parameters for the installation of the compaction grouting with the expectation that, per the Documents, an estimated amount of compaction grouting would be included in the bid;
- Recognizing the potential for a lack of agreement between Heim Construction and BKP 3) Architects/Colliers Engineering regarding the interpretation of the Bidding/Contract Documents the Hanover Township Board of Supervisors and Heim Construction agree to the following:
 - Acceptance of Heim Construction's offer to provide the following quantities of compaction a. grouting at no additional cost:

Drilling/casing:

2500 LF

Primary grouting:

175 CY

Secondary grouting:

45 CY

Payment of any additional drilling/casing, primary and secondary in excess of the above b. quantities at the Contract Unit Prices of:

Drilling/casing:

\$66.25 per LF

Grouting:

\$356,25 per CY

- Payment of one-time mobilization cost of \$17,508.75. C.
- Colliers Engineering, representing Hanover Township as their geotechnical consultant, will monitor 4) the Installation of the compaction grouting and maintain logs of drilling/casing and grouting installed. At the completion of compaction grouting Colliers will provide the Township with an accounting of all material installed.
- Hanover Township Board of Supervisors and Heim Construction agree to execute a Change Order 5) to the existing Construction Contract consistent with this Memorandum of Understanding.

HANOVER TOWNSHIP NORTHAMPTON COUNTY, PENNSYLVANIA HEIM CONSTRUCTION

John J. ⊬innigan, Jr.

Township Manager

Print Name:

HANOVER TOWNSHIP, NORTHAMPTON COUNTY RESOLUTION 2023 - 20

A RESOLUTION OF HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA, PERMITTING THE DISPOSAL OF MUNICIPAL ASSETS

WHEREAS, Hanover Township owns assets to perform the general operational functions of a municipal government; and

WHEREAS, from time to time these assets become expendable due to the cost of repair; and

WHEREAS, the Township wishes to dispose of these assets with value, through posted public bidding, sealed bid, or auction for listed items; and

WHEREAS, the Township wishes to properly dispose of property having value.

ITEMS

2011 Exmark Lazer Z, Model # - LZX34KC726 Serial # 954169

2013 Exmark Lazer Z, Model # - LZX980EKC726 Serial # 313625094

NOW THEREFORE, BE IT RESOLVED AND IT IS HEREWITH RESOLVED, as follows:

SECTION 1. All "whereas" clauses are incorporated herein by reference.

SECTION II. The following is a list of property, with no value, that is to be properly disposed of:

APPROVED AND ADOPTED as a Resolution of the Township of Hanover this 23rd day of May 2023.

<i>\</i>	
ATTEST:	
	HANOVER TOWNSHIP
	BOARD OF SUPERVISORS
By:	By:
Christina M. Thomas, Secretary	John N. Diacogiannis, Chairman
Board of Supervisors	Board of Supervisors

PROCLAMATION NO. 2023 - ψ

A PROCLAMATION HONORING MELINDA ANN YURICK

WHEREAS, Melinda Ann Yurick has provided twenty-two years of dedicated service as a second grade and reading specialist teacher Bethlehem Area School District, eight years as a second grade teacher – Killleen Independent School District, Killeen, TX, Fourth, Fifth and Sixth combined classroom, Department of Defense School District, Camp Humphreys, South Korea and reading specialist - Easton Area School District, Easton, PA; and

WHEREAS, Mrs. Yurick will officially retire from her duties at Asa Packer Elementary School at the end of the 2022-23 school year; and

WHEREAS, Mrs. Yurick has gained the respect and admiration of the students, families, faculty, and staff over the years because of her commitment, dedication, positive attitude, hard work, and demonstrating incredible school spirit teaching at Farmersville, Governor Wolfe, Hanover and Asa Packer Elementary Schools, and

WHEREAS, Mrs. Yurick has always exhibited care, concern, and compassion for each of her students, their families, faculty, and staff; and

WHEREAS, Mrs. Yurick holds a BS in Education from Shippensburg University and a Med in Reading from East Stroudsburg University.

NOW, THEREFORE, BE IT AND IT IS HEREBY PROCLAIMED, by the Board of Supervisors of Hanover Township, County of Northampton, and the Commonwealth of Pennsylvania:

Melinda Ann Yurick is applauded and recognized on her retirement and the Board of Supervisors congratulates her for her dedication and devotion to the students, families, faculty, and staff of the Bethlehem Area School District. The Board of Supervisors also proclaims Saturday, June 10, 2023, as Melinda Ann Yurick Day in Hanover Township and wishes her many years of a happy and healthy retirement.

APPROVED and adopted this 23rd day of May 2023.

ATTEST:

HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA

CHRISTINA M. THOMAS, Secretary – JOHN N. DIACOGIANNIS, Chairman – Board of Supervisors

PROCLAMATION NO. 2023 - 5

A PROCLAMATION HONORING LORI SIVICK

WHEREAS, Lori Sivick provided thirty-three years and six months of dedicated service as an elementary school teacher and reading specialist in the Bethlehem Area School District and one year part-time math support teacher Southern Lehigh School District; and

WHEREAS, Mrs. Sivick will officially retire from her duties at Asa Packer & Hanover Elementary School at the end of the 2022-23 school year; and

WHEREAS, Mrs. Sivick has gained the respect and admiration of the students, families, faculty, and staff over the years because of her commitment, dedication, positive attitude, hard work, and demonstrating incredible school spirit teaching at Buchanan, Freemansburg, Miller Heights, Governor Wolfe, Hanover and Asa Packer Elementary Schools as well as Broughal Middle School; and

WHEREAS, Mrs. Sivick has always exhibited care, concern, and compassion for each of her students, their families, faculty, and staff; and

WHEREAS, Mrs. Sivick holds a BA Elementary Education/Psychology from Moravian University, MS Educational Technology from Lehigh University and Reading Specialist Certification work from East Stroudsburg University.

NOW, THEREFORE, BE IT AND IT IS HEREBY PROCLAIMED, by the Board of Supervisors of Hanover Township, County of Northampton, and the Commonwealth of Pennsylvania:

Lori Sivick is applauded and recognized on her retirement and the Board of Supervisors congratulates her for her dedication and devotion to the students, families, faculty, and staff of the Bethlehem Area School District. The Board of Supervisors also proclaims Tuesday, June 13, 2023, as Lori Sivick Day in Hanover Township and wishes her many years of a happy and healthy retirement.

APPROVED and adopted this 23rd day of May 2023.

ATTEST:

HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA

CHRISTINA M. THOMAS, Secretary – JOHN N. DIACOGIANNIS, Chairman – Board of Supervisors

PROCLAMATION NO. 2023 - (p

A PROCLAMATION HONORING MYRA STOUDT

WHEREAS, Myra Stoudt provided eighteen years of dedicated service as an elementary school teacher in the Bethlehem Area School District; and

WHEREAS, Mrs. Stoudt will officially retire from her duties at Hanover Elementary School at the end of the 2022-23 school year; and

WHEREAS, Mrs. Stoudt has gained the respect and admiration of the students, families, faculty, and staff over the years because of her commitment, dedication, positive attitude, hard work, and demonstrating incredible school spirit teaching at Donegan and Hanover Elementary Schools in the Bethlehem Areas School District; and

WHEREAS, Mrs. Stoudt has always exhibited care, concern, and compassion for each of her students, their families, faculty, and staff; and

WHEREAS, Mrs. Stoudt holds a BS in Elementary Education, K-6 and a MEd from Wilkes University.

NOW, THEREFORE, BE IT AND IT IS HEREBY PROCLAIMED, by the Board of Supervisors of Hanover Township, County of Northampton, and the Commonwealth of Pennsylvania:

Myra Stoudt is applauded and recognized on her retirement and the Board of Supervisors congratulates her for her dedication and devotion to the students, families, faculty, and staff of the Bethlehem Area School District. The Board of Supervisors also proclaims Wednesday, June 14, 2023, as Myra Stoudt Day in Hanover Township and wishes her many years of a happy and healthy retirement.

APPROVED and adopted this 23rd day of May 2023.

ATTEST:

HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA

CHRISTINA M. THOMAS, Secretary – JOHN N. DIACOGIANNIS, Chairman Board of Supervisors – Board of Supervisors

PROCLAMATION NO. 2023 - 7

A PROCLAMATION HONORING ROSALIE ANN EBNER DAVIS

WHEREAS, Rosalie "Ro" Ann Ebner Davis has provided thirty-three years of dedicated service as an elementary school physical education teacher Bethlehem Area School District and two years with the Northampton Area School District; and

WHEREAS, Mrs. Davis will officially retire from her duties at Asa Packer & Hanover Elementary School at the end of the 2022-23 school year; and

WHEREAS, Mrs. Davis has gained the respect and admiration of the students, families, faculty, and staff over the years because of her commitment, dedication, positive attitude, hard work, and demonstrating incredible school spirit teaching at ten of the sixteen Bethlehem Areas School District elementary schools; and

WHEREAS, Mrs. Davis has always exhibited care, concern, and compassion for each of her students, their families, faculty, and staff; and

WHEREAS, Mrs. Davis holds a Bachelor's Degree, Health and Physical Education/Fitness, from East Stroudsburg University.

NOW, THEREFORE, BE IT AND IT IS HEREBY PROCLAIMED, by the Board of Supervisors of Hanover Township, County of Northampton, and the Commonwealth of Pennsylvania:

Rosalie Ann Ebner Davis is applauded and recognized on her retirement and the Board of Supervisors congratulates her for her dedication and devotion to the students, families, faculty, and staff of the Bethlehem Area School District. The Board of Supervisors also proclaims Thursday, June 22, 2023, as Rosalie Ann Ebner Davis Day in Hanover Township and wishes her many years of a happy and healthy retirement.

APPROVED and adopted this 23rd day of May 2023.

ATTEST:

HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA

CHRISTINA M. THOMAS, Secretary – JOHN N. DIACOGIANNIS, Chairman
Board of Supervisors – Board of Supervisors



ccurcio@flblaw.com

May 2, 2023

VIA ELECTRONIC MAIL

Board of Supervisors
Hanover Township – Northampton County
3630 Jacksonville Road
Bethlehem PA 18017-9302
Attn: Christina Thomas, Township Secretary
cthomas@hanovertwp-nc.org

RE: Jaindl Land Company – Proposed Commercial Development 90 Highland Avenue & 3865 Adler Place

Dear Ms. Thomas:

This firm represents Jaindl Land Company ("Owner"), which submitted the above-referenced preliminary/record lot consolidation and land development plans. Since its receipt of conditional plan approval in February 2022, the Owner has opted to demolish the entirety of the existing 2-story building on the subject property. A copy of the Existing Conditions/Demolition Plan, Sheet Number C-201, prepared by Bohler Engineering, dated November 13, 2020, and last revised on March 21, 2023, is enclosed herewith, which depicts the noted changes.

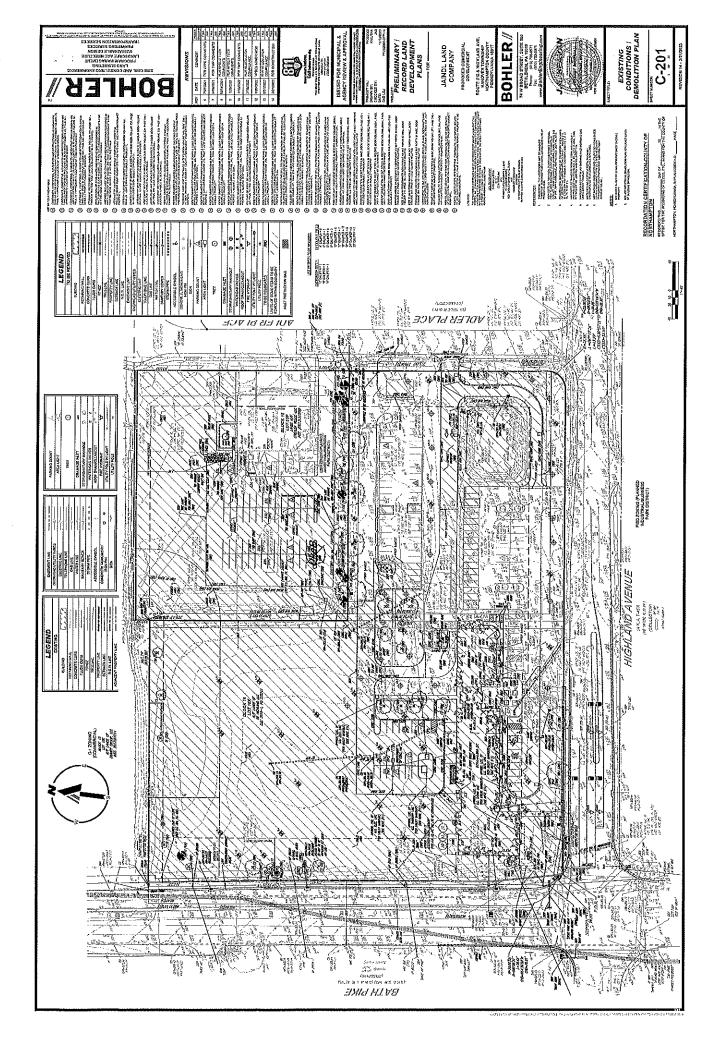
The Owner respectfully requests that the Board of Supervisors accept the updated enclosed Site Plan and waive the requirement to make a full plan resubmission in light of this revision. To that end, kindly place this matter on your May 23, 2023, Board of Supervisors agenda for the Board's consideration.

If you require anything further, please advise.

Very truly yours,

Catherine A. Curcio

cc: Jaindl Land Company (via email)



OTT CONSULTING INC.

CIVIL ENGINEERS · SURVEYORS · LANDSCAPE ARCHITECTS

JEFFREY L. OTT, P.E., M.B.A., S.E.O. REYNOLD E. PETRE, P.L.S., P.D.C. JASON W. BUCHTA, R.L.A. J. MICHAEL PRESTON, P.E. DOMENICK DIPAOLO, P.E. DEVON J. CONTREL, P.E.

LEHIGH VALLEY OFFICE P.O. BOX 386 EMMAUS, PA 18049 TELEPHONE (610) 928-4690 FAX (610) 928-4695 WEBSITE: WWW.OTTENG.COM EMAIL: INFO@OTTENG.COM

ECFA 1801

May 17, 2023

Hanover Township, Northampton County 3630 Jacksonville Road Bethlehem, PA 18017-9302 Attn: Board of Supervisors

Re:

6904 Steuben Road

Hanover Township, Northampton County, Pennsylvania

Preliminary/Record Land Development Plan

Dear Members:

On behalf of East Coast Facilities, we request a time extension to grant the Township an extension to review the plans for the 6904 Steuben Road project until May 31, 2024.

Thank you for your assistance in this matter. Please feel free to contact the undersigned with any questions or comments.

Sincerely,

OTT CONSULTING INC.

Jason W. Buchta

Jason W. Buchta, R.L.A.

Senior Landscape Architect

Cc: Justin Gamez, East Coast Facilities

File

PlayPower LT Farmington

PlayPower LT Farmington, Inc. In care of Boyce Recreation PO Box 734155 Dallas, TX 75373-4155 US (616) 499-7400 office@boycerec.com







Estimate

ADDRESS Hanover Township 3630 Jacksonville Road Bethlehem, PA 18017 SHIPTO

Hanover Township 3630 Jacksonville Road Bethlehem, PA 18017 ESTIMATE DATE 3170 05/18/2023 06/14/2023

EXPIRATION DATE

REP NAME Steve Hill

ACTIVITY	DESCRIPTION		QTY	RATE	AMOUNT
Equipment - Tikes	3.5" 2 SEAT ARCH SWING W/AW - LT094	12	1	3,259.00	3,259.00
Equipment - Tikes	3.5" 2 SEAT ARCH SWING ADD-A-BAY V LT0944	V/AW -	1	2,277.00	2,277.00
Equipment - Tikes	ASSY BELT SEAT F/8' SWING W/CHAIN 200202835	-	2	153.00	306.00
Equipment - Tikes	ASSY TOT SEAT F/8' SWING W/CHAIN -	2	267.00	534.00	
Discount	Costars Discount		1	-446.00	-446.00
Tax Exempt - Township	SL	IBTOTAL			5,930.00
Freight Code; LTL Does not include installation	TA			0.00	
	SH			1,350.00	
	TC	TAL			\$7,280.00

Accepted By

Accepted Date