

LAW OFFICES
BROUGHAL & DeVITO, L.L.P.

38 WEST MARKET STREET
BETHLEHEM, PENNSYLVANIA 18018-5703

JAMES L. BROUGHAL
LEO V. DeVITO, JR.
JOHN S. HARRISON
JAMES F. PRESTON*
LISA A. PEREIRA*
ERIKA A. FARKAS
ANTHONY GIOVANNINI, JR.

*ALSO MEMBER NEW JERSEY BAR

TELEPHONE
(610) 865-3664

FAX
(610) 865-0969

E-MAIL
lawyers@broughal-devito.com
WEBSITE
www.broughal-devito.com

March 13, 2024

VIA E-MAIL

Bethlehem Press
Attn: Legal Advertising
P.O. Box 239
Lehighton, PA 18235

**RE: Hanover Township- Legal Notice
Amendment to Zoning Ordinance – AFHBD – Conditional Uses**

To Whom It May Concern:

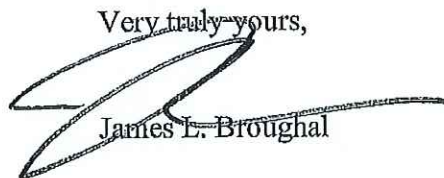
Attached please find a Legal Notice to be advertised in your periodical on
Wednesday, March 20, 2024 and Wednesday, March 27, 2024.

Please send proof of publication and the invoice to:

Hanover Township
ATTN: Kimberly Lymanstall, Secretary
3630 Jacksonville Road
Bethlehem, Pennsylvania 18017

Also, attached is a certified copy of the proposed Ordinance for your records. Should you have any questions, please do not hesitate to contact me. Thank you for your assistance in this matter.

Very truly yours,



James L. Broughal

JLB/tms
Enclosures

c: Susan Lawless, Esquire, Chairperson, Board of Supervisors,
Hanover Township (via email; w/attach.)
Tracy Luisser, BCO, Zoning Officer, Hanover Township (via email; w/attach.)
Kimberly Lymanstall, Secretary, Hanover Township (via email; w/attach.)
Brien Kocher, P.E., Hanover Engineering Associates, Inc. (via email; w/attach.)
Jim Milot, Hanover Engineering Associates, Inc. (via email; w/attach.)

ORDINANCE NO. 24-__

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF HANOVER, COUNTY OF NORTHAMPTON, COMMONWEALTH OF PENNSYLVANIA AMENDING THE TOWNSHIP OF HANOVER'S CODE OF CODIFIED ORDINANCES, CHAPTER 185 ZONING; ARTICLE VIII EMPLOYMENT DISTRICTS; §185-38 REGULATIONS APPLICABLE TO AFHBD AIRCRAFT FLIGHTPATH HIGHWAY BUSINESS DISTRICT; SUBSECTION E, CONDITIONAL USES, TO AMEND CERTAIN CONDITIONAL USES WITHIN THE AFHBD ZONING DISTRICT; AND, ARTICLE XIV ZONING HEARING BOARD; §185-54 CONDITIONAL USES; SUBSECTION E SPECIFIC STANDARDS FOR CONDITIONAL USES, TO AMEND CERTAIN SPECIFIC STANDARDS; AND, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT HEREWITH.

WHEREAS, The Supervisors of Hanover Township, Northampton County, Pennsylvania, under the powers vested in them by the "Second Class Township Code" of Pennsylvania, the Pennsylvania Municipalities Planning Code 53 P.S. § 10101, et seq., as well as other laws of the Commonwealth of Pennsylvania, do hereby enact and ordain the following amendments to the text of the Hanover Township Zoning Ordinance; and

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

SECTION 1. Chapter 185. *Zoning*; Article VIII. *Employment Districts*; § 185-38. *Regulations applicable to AFHBD Aircraft Flightpath Highway Business District Purpose*; Subsection E. *Conditional Uses*; Parenthetical eleven (11) *Warehouse and storage facilities in excess of 25% of the square footage of the building* is deleted in its entirety and replaced as follows:

"(11) Warehouse and storage facilities as an accessory use to store supplies utilized in the manufacturing process on site or finished goods manufactured on site in excess of 25% of the square footage of the building but not greater than 50% of the square footage of the building."

SECTION 2. Chapter 185. *Zoning*; Article XIV. *Zoning Hearing Board*; §185-54.

Conditional Uses; Subsection E. *Specific standards for conditional uses*; Parenthetical four (4) *Warehousing and storage uses in excess of 25% of the square footage in a building* is deleted in its entirety and replaced as follows:

“(4) Warehousing and storage facilities as an accessory use in excess of 25% of the square footage in a building but not greater than 50% of the square footage of the building.

(a) Fencing and/or screening shall be provided if this use is within 300 feet of an existing residential dwelling unit or residential district to protect the residential land uses and pedestrians and children from litter, noise and lighting.

(b) The building design and site landscaping shall be provided in such a way as to reduce the appearance of the building as a warehouse or storage building.

(c) The number of truck loading docks shall be minimal.

(d) Any warehouse or storage use shall be accessory to the permitted manufacturing use of the site and for the storage of supplies utilized in the manufacturing process or the finished goods manufactured on site.”

SECTION 3. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.

SECTION 4. The provisions of this Ordinance shall be severable and if any provision thereof shall be declared unconstitutional, illegal or invalid, such decision shall not affect the validity of any of the remaining provisions of this Ordinance. It is hereby declared as a legislative intent of the Township that this Ordinance would have been enacted had such unconstitutional, illegal or invalid provision(s) not been included herein.

SECTION 5. This Ordinance shall become effective within five (5) days of enactment.

ENACTED AND ORDAINED at a regular meeting of the Board of Supervisors of the Township of Hanover, County of Northampton on this ____ day of _____, 2024.

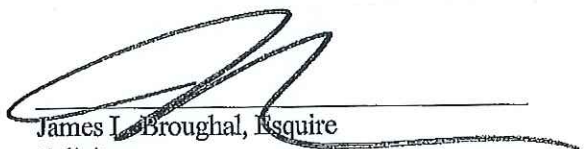
ATTEST:

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

By: _____
KIMBERLY LYMANSTALL,
Secretary

By: _____
Susan A. Lawless, Esquire,
Chairwoman

I hereby certify that the within is a true and correct copy of the proposed Ordinance to be adopted by the Hanover Township Planning Commission on April 9, 2024.


James I. Broughal, Esquire
Solicitor
Hanover Township, Northampton County

**HOLD HARMLESS
INDEMNIFICATION AGREEMENT**

THIS AGREEMENT, made this 22nd day of MARCH 2024, by and between HANOVER TOWNSHIP, a second class township of Northampton County, Pennsylvania, with an address at 3630 Jacksonville Road, Bethlehem, Pennsylvania, 18017 ("Township") and **BROOKE TESCHE** adult individual residing at 4602 Kathi Dr, Bethlehem, Hanover Township, Northampton County, Pennsylvania, 18017 ("Owner").

RECITALS

A. Owner proposes to install a fence (the "Structure") on the property located at 4602 Kathi Dr, Bethlehem, Pennsylvania also know as tax parcel number M6NW4-12-9-0214 (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 Drainage and Utility Easement in the side yard and the ten (10) foot Drainage and Utility Easement in the rear yard located on the Premises (the "Easement").

D. In order to place the Structure within the Easement, the Owner needs the permission of the Township. The Township is willing to consent to the placement of the Structure in the Easement, upon satisfaction by Owner 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:

HANOVER TOWNSHIP, Northampton County,
Pennsylvania, a second class township

By: _____

By: _____
SUSAN A LAWLESS, ESQ, Chair
Board of Supervisors

WITNESS:

 _____

By:  _____
Brooke Tesche

By: _____

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF NORTHAMPTON)

ON THIS, the _____ day of _____, 2024, before me, the subscriber, a Notary Public in and for the said County and State, the undersigned officer, personally appeared **SUSAN A LAWLESS, ESQ** who acknowledged himself to be the Chair of the Board of Supervisors of Hanover Township and that she as such Chair, being 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

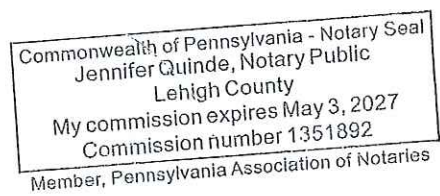
COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF NORTHAMPTON)

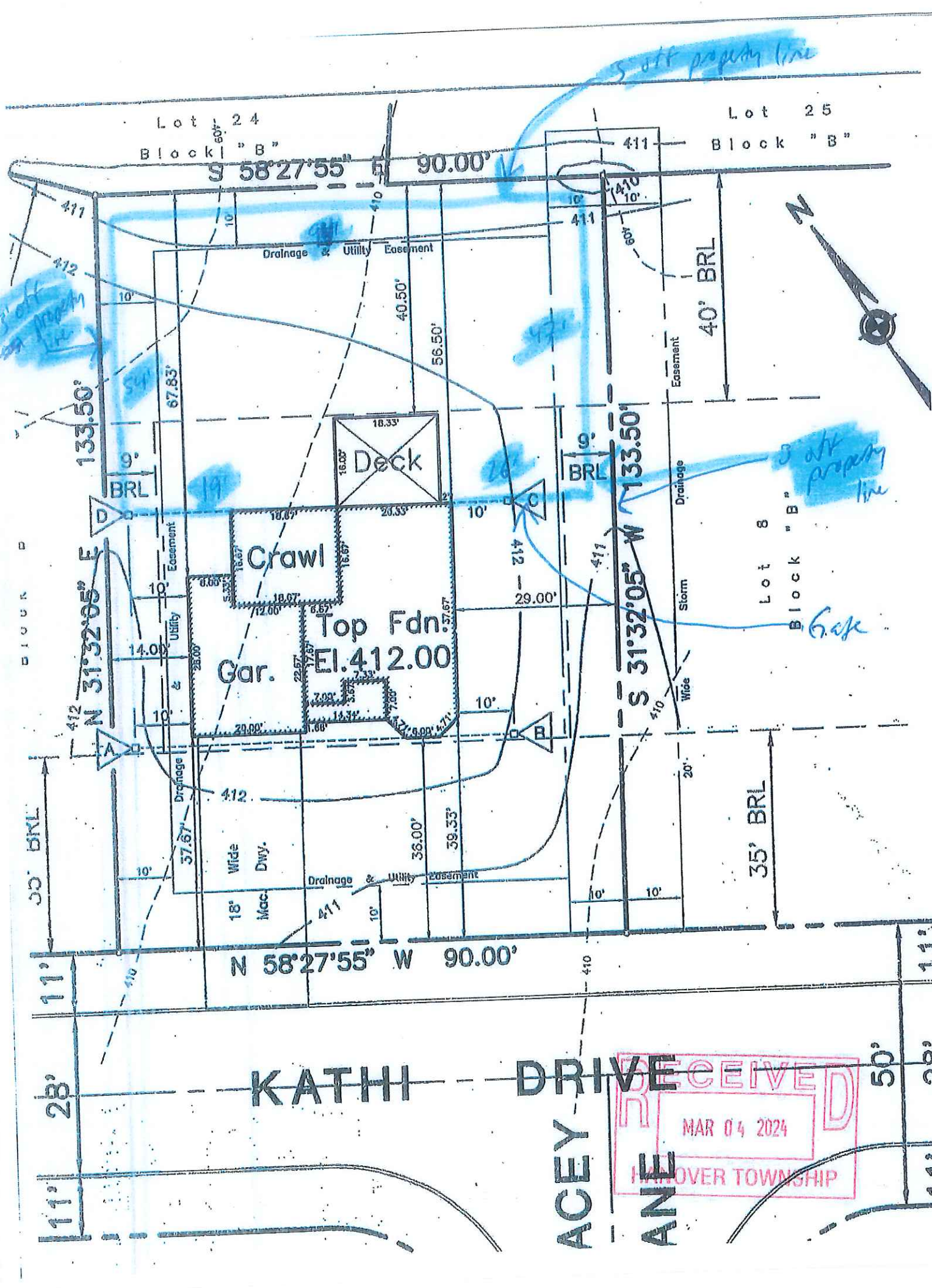
ON THIS, the 22 day of March, 2024, before me a notary public, the undersigned officer, personally appeared **BROOKE TERSCHKE**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



NOTARY PUBLIC





Lot 24
Block "B"

Lot 25
Block "B"



KATHI DRIVE

ACEY ANE

RECEIVED
MAR 04 2024
HUNOVER TOWNSHIP

Top Fdn
EI. 412.00

Deck

Crawl

Gar.

Wide
Mac.
Dwy.

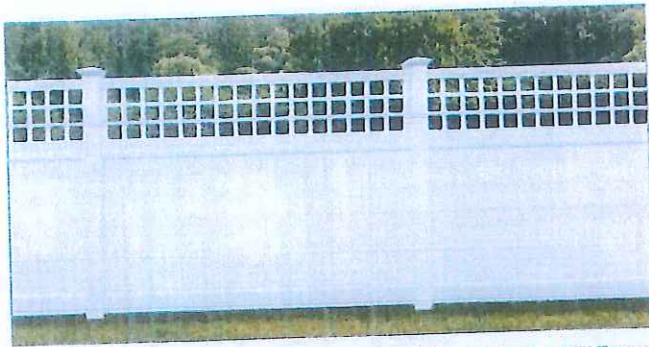
Drainage & Utility Easement

Storm
Wide

Drainage

Easement

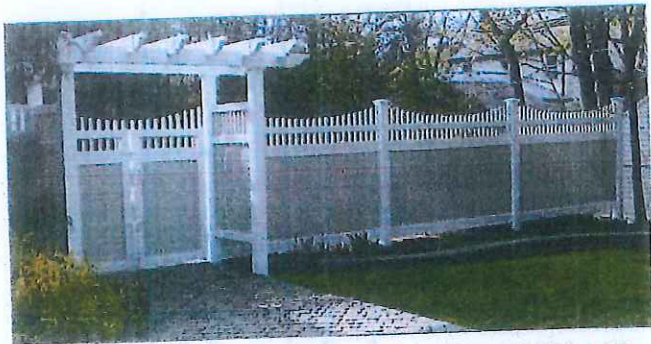
Drainage & Utility Easement



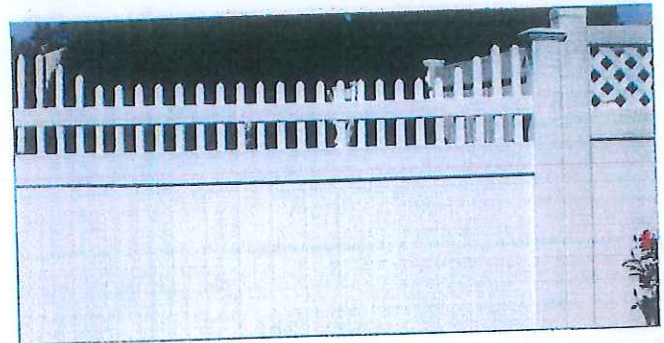
| OKLAHOMA with OLD ENGLISH LATTICE | 1 1/2' Topper



| OKLAHOMA with CLOSED SPINDLE TOPPER |



| OKLAHOMA with SCALLOPED OPEN SPINDLE TOPPER | 2 Tone



| OKLAHOMA with STEPPED SPINDLE TOPPER |

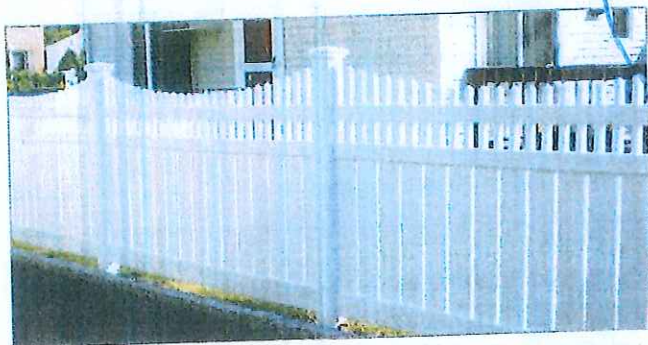
SEMI-PRIVACY STYLES | SOUTH DAKOTA

Semi-Privacy Styles allow light and air to pass through the fence and give your yard an open, yet private feel. Our South Dakota and Colorado Styles can stand on their own, or with one of our topper designs.

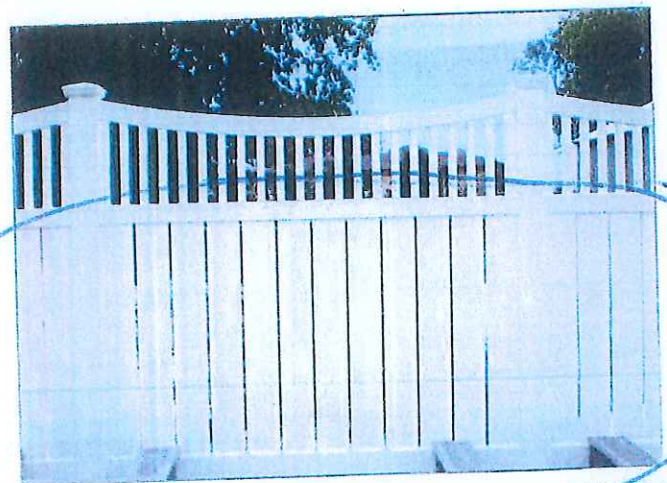
The **Semi-Privacy** styles are available in heights ranging from 3 to 8 feet.



| SOUTH DAKOTA | 2 Tone



| SOUTH DAKOTA with SCALLOPED OPEN SPINDLE TOPPER |



| SOUTH DAKOTA with SCALLOPED CLOSED SPINDLE TOPPER |

5' High.

**HOLD HARMLESS
INDEMNIFICATION AGREEMENT**

THIS AGREEMENT, made this 23 day of 03 2024, by and between HANOVER TOWNSHIP, a second class township of Northampton County, Pennsylvania, with an address at 3630 Jacksonville Road, Bethlehem, Pennsylvania, 18017 ("Township") and **LAUREN TAYLOR ECKHART AND JUSTIN STEVEN WEAVER** adult individuals residing at 1176 Granite Dr, Bethlehem, Hanover Township, Northampton County, Pennsylvania, 18017 ("Owner").

RECITALS

- A. Owners propose to install a fence (the "Structure") on the property located at 1176 Granite Dr, Bethlehem, Pennsylvania also know as tax parcel number M6-23-4Z-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 twenty five (25) foot Drainage and Utility 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 Owner 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:

HANOVER TOWNSHIP, Northampton County,
Pennsylvania, a second class township


By: _____

By: _____
SUSAN A LAWLESS, ESQ, Chair
Board of Supervisors

WITNESS:



By: 
Lauren Taylor Eckhart



By: 
Justin Steven Weaver

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF NORTHAMPTON)

ON THIS, the _____ day of _____, 2024, before me, the subscriber, a Notary Public in and for the said County and State, the undersigned officer, personally appeared **SUSAN A LAWLESS, ESQ** who acknowledged himself to be the Chair of the Board of Supervisors of Hanover Township and that she as such Chair, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chairman.

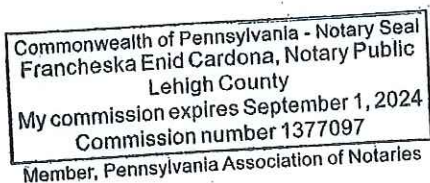
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF NORTHAMPTON)

ON THIS, the 23 day of March, 2024, before me a notary public, the undersigned officer, personally appeared **LAUREN TAYLOR ECKHART AND JUSTIN STEVEN WEAVER**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

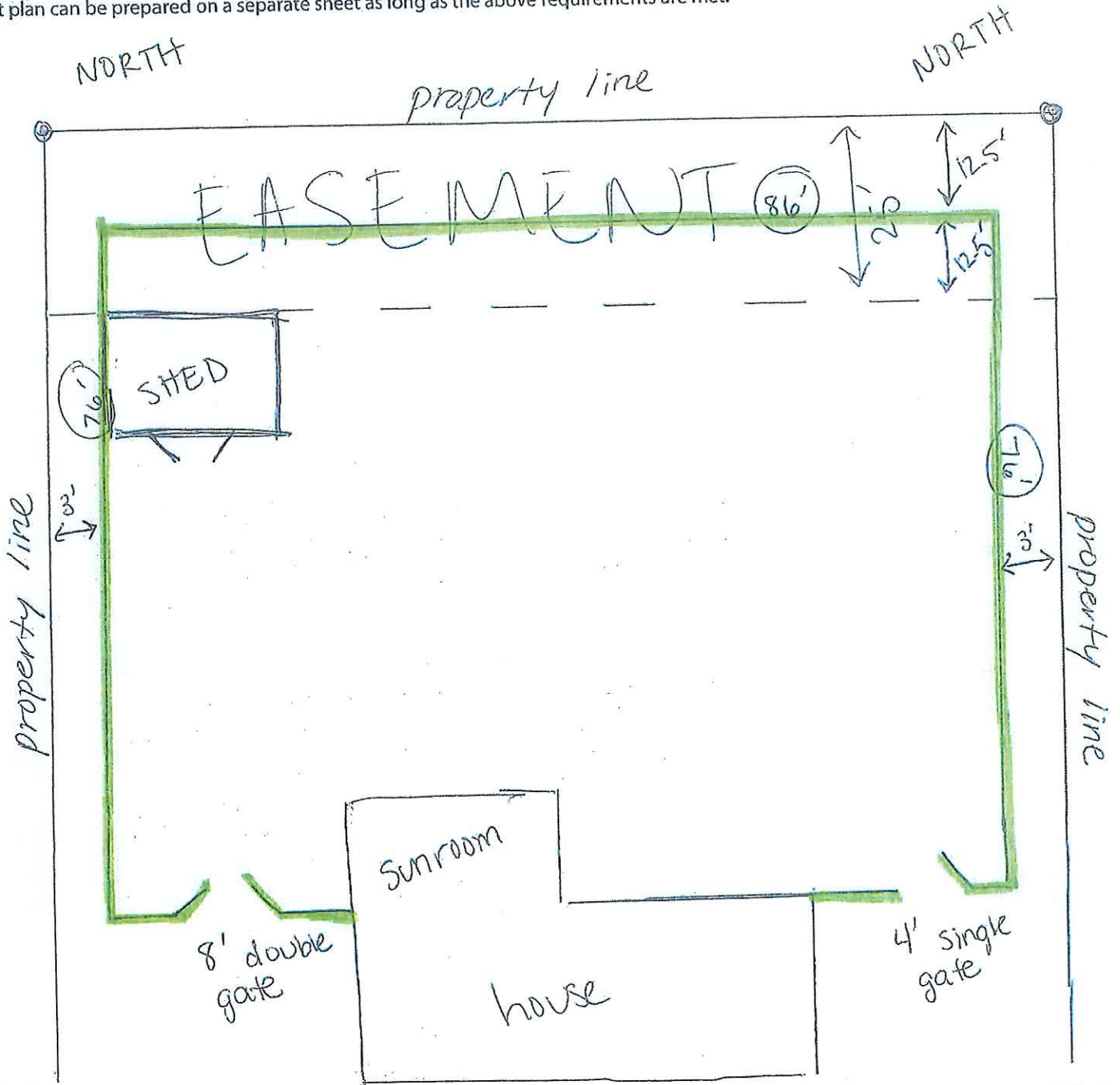
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Francheska Enid Cardona
NOTARY PUBLIC

PLOT PLAN

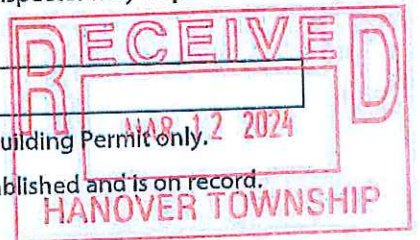
Outline the shape of the building lot, show dimensions, and locate NORTH point. Outline building to be constructed, designate any other building on the same Plot and indicate existing or proposed uses, show dimensions, show set back of front yard, rear yard, and side yards, also locate water and sanitary services. Identify property from deed. Also show and designate any right-of-way or easement on this Plot. Plot plan can be prepared on a separate sheet as long as the above requirements are met.

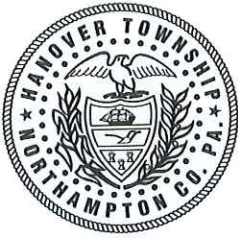


Satisfactory evidence exists in the field for the location of this lot and its boundaries including the street line and plot plan above, or attached, satisfactorily indicates plot described. To insure the location of the lot, the Building Inspector may require a lot survey by a Registered Surveyor.

Signature of Zoning Administrator or Building Inspector required for Building Permit only.

The municipality assumes no responsibility for grade of street unless such grade has been established and is on record.





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

March 26, 2024

To: Board of Supervisors
Kimberly Lymanstall
Barbara Baldo
Brian Dillman
Jesse Chupella
Ted Lewis, Esquire
Jim Broughal, Esquire
Brien Kocher, HEA

RE: Zoning Petition: 24ZHB03
Applicant: Denholtz 1550 Valley Center Parkway LLC
Property location: 1550 Valley Center Parkway
Zoning District: PORR-Planned Office, Research and Residential

Enclosed is a copy of the application received March 26, 2024, requesting relief from the ordinance in regards to regulations of permitted and prohibited uses in the PORR.

The next meeting is tentatively scheduled 7:00 PM Thursday, April 25, 2024. Notice of Hearing to follow.

Tracy Luissner



jzator@zatorlaw.com

March 25, 2024

AMERICAN HERITAGE BUILDING
4400 Walbert Avenue at Ridgeview Drive
Allentown, Pennsylvania 18104
Ph: 610.432.1900 F: 610.432.1707
www.zatorlaw.com

HAND DELIVERY

Zoning Hearing Board
Hanover Township, Northampton County
c/o Tracy Luisser
Zoning Officer
3630 Jacksonville Road
Bethlehem, PA 18017-9302

ATTORNEYS AND
COUNSELORS AT LAW
Joseph A. Zator II
Andrew D. Hoffman
Jennifer R. Alderfer
Marissa R. Harper

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

**RE: Zoning Appeal
Denholtz 1550 Valley Center Parkway LLC**

Dear Board Members and Ms. Luisser:

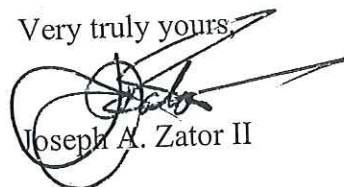
This Firm represents the property owner/Applicant with respect to 1550 Valley Center Parkway. Enclosed are 15 copies of the following:

1. Completed, signed and notarized ZHB Petition.
2. Check payable to the Township for the required submission fee amount of \$1,000.00
3. Zator Law Memorandum, which provides information about this Petition for the requested zoning interpretation, and in the alternative, a variance.
4. Nine Exhibits which provide required information per the "instructions to applicant" along with additional information relevant to this appeal. Those Exhibits are itemized in the enclosed Memorandum.

I have labeled the Exhibits in the foregoing manner as I will incorporate them as part of the list of Exhibits for this hearing. I have started the foregoing labeling with Exhibit A-2 because I anticipate the Petition form itself being Exhibit A-1.

We request that this matter be placed on the Zoning Hearing Board Agenda for a hearing at the Board meeting of April 25. Thank you.

Very truly yours,



Joseph A. Zator II

JAZ:jlw

Enclosures

cc: Greg Brown, Chief Operating Officer (via email)
Kristine B. Hurlbut, Senior Vice President (via email)

{01159506}





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

PETITION

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

Application is made this 22nd day of March, 20 24

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: 1550 Valley Center Pkwy, Bethlehem, PA
2. Tax Parcel No.: NS-1-14-0214
3. Current Zoning Classification: PORR
4. The Dimension of the land area are: See attached information
5. The real estate contains 4.56 ~~square feet~~ acres (per County Assessment)
6. The real estate in question is presently classified under the Hanover Township Zoning Ordinance as:
Planned Office, Research and Residential
(a) The real estate is presently used for the purpose of: Vacant commercial building - previously a charter school
(b) and contains buildings and other improvements consisting of (if real estate is vacant land, so note):
parking, landscaping, signage

II. **OWNER INFORMATION**

1. Owner of property: Denholtz 1550 Valley Center Parkway LLC Telephone (732) 388-3000
(all parties to the title must be listed, attach additional page if needed)
Address 116 Chestnut Street, Suite 102
Red Bank, NJ 07701

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

1. Applicant ("Petitioner(s)") Denholtz 1550 Valley Center Parkway LLC Telephone (732) 388-3000
(all parties must be listed, attach additional page if needed)
Address 116 Chestnut Street, Suite 102
Red Bank, NJ 07701
2. Petitioner is the (check one or more)
☒ Owner ☐ Occupant ☐ Agent for: ☐ Other: _____
3. Attorney representing Petitioner(S): Joseph A. Zator II, Zator Law Telephone (610) 432-1900
Address American Heritage Building, 4400 Walbert Ave. at Ridgeview Dr.
Allentown, PA 18104
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: zoning ordinance interpretation
5. Petitioner appeals or makes application from the order, requirement, decision or determination of the Zoning Administrator or other Township Official made on March 8, 2024, which was as follows: (quote, or if insufficient space, attach additional page). Denial letter (attached) cites to zoning Ord. Sections 185-36 D(3), 185-36 F(4), and 185-36 F(5) of the Hanover Township Zoning Ordinance.

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) Sections 185-36D(3), 185-36F(4), 185-36F(5), 185-36G(3) and all other relevant sections necessary to provide approval of the proposed use. See accompanying Memorandum.
7. The variance or exception requested and the new improvements desired to be made as follows:
- (a) Building(s) to be erected: N/A - existing building
- (b) Building(s) to be changed: N/A - cosmetic and internal (building code matters and not zoning matters)
- (c) Building(s) to be used for: See attached Memorandum
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)

Denholtz 1550 Valley Center Parkway LLC

Petitioner

M. Brown (SEAL)
Greg Brown

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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

FOR INDIVIDUAL PETITIONERS:

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF _____)

ON THIS, the _____ day of _____, 20____, before me, _____
the undersigned officer,
personally appeared, _____,
known to me (or satisfactorily proven) to be the person_ whose name_ (is)(are) subscribed to the within instrument, and
acknowledged that _he_ executed the same for the purposes therein.

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

(SEAL)
Signature of the Petitioner taking affidavit

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

NOTARY PUBLIC

FOR CORPORATE PETITIONERS:

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Lehigh)

ON THIS, the 22nd day of March, 2024, before me, WENDY S SCHALTER
the undersigned officer,

personally appeared, Greg Brown,
who acknowledged him self to be the authorized representative of
_____, ~~a corporation~~, and that he as such representative being
authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the LLC
~~corporation~~ by him self as its authorized representative.

* Denholtz 1550 Valley Center Parkway LLC, a limited liability company.

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

SEE SIGNATURE ON PREV PAGE
(SEAL)
Signature of the Petitioner taking affidavit

Sworn to and subscribed before me
This 22nd day of March 2024

Wendy S Schalter
NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Wendy S. Schalter, Notary Public
Lehigh County
My commission expires December 30, 2024
Commission number 1246925
Member, Pennsylvania Association of Notaries

TO: Zoning Hearing Board
Hanover Township, Northampton County

FROM: Joseph A. Zator II, Esq.

DATE: March 25, 2024

RE: **Zoning Appeal of Denholtz 1550 Valley Center Parkway LLC**

Dear Board Members,

This Memorandum is being submitted in connection with the Zoning Hearing Board Appeal Petition of the property owner of 1550 Valley Center Parkway. Along with this Memorandum and the Petition form, the following Exhibits are enclosed:

- Exhibit A-2: Deed to Subject Property
- Exhibit A-3: County Assessment Information
- Exhibit A-4: ALTA Survey of Subject Property
(2 sheets plus enlargement of building as a third sheet)
- Exhibit A-5: 500 ft. and 100 ft. County Buffer Search Maps (2 sheets)
- Exhibit A-6: GOOGLE Aerial Map
- Exhibit A-7: March 8, 2024 Zoning Officer Denial Letter
- Exhibit A-8: Bronkhorst letter – March 22, 2024 (Light Assembly)
- Exhibit A-9: Four Photos – current location/operation – use

A. Background and Explanation of Proposed Use

Denholtz Properties has recently acquired multiple properties located in Hanover Township. One of them is at 57 South Commerce Way. Another is the property that is the subject of this hearing, 1550 Valley Center Parkway. Denholtz's tenant at 57 South Commerce Way is Bronkhorst USA, Inc. At that location, Bronkhorst currently repairs and recalibrates mass flow meters and controllers. That use has been operating successfully at South Commerce Way for approximately 16 years. It is a low profile, unobtrusive, safe, no-impact operation.

The Zoning Officer has pointed out that the project architect in 2006 for the Bronkhorst South Commerce Way facility stated that Bronkhorst manufactures liquid flow meters and controllers. She therefore has understandably suggested that the current/proposed use is a manufacturing operation. For reasons unknown to Bronkhorst, that characterization by the architect was submitted in 2006; but it is not correct. Bronkhorst has not manufactured flow meters or control meters at that location. Rather, Bronkhorst has been repairing

and calibrating them only. The Bronkhorst manufacturing is and has been performed in Europe, and it is believed that the architect likely misunderstood that fact in 2006.

Bronkhorst would like to relocate its existing operation and significantly expand it to become predominantly a light assembly facility. Currently, all new devices produced by Bronkhorst are assembled at facilities in Europe and are shipped complete to customers in the United States. Bronkhorst would like to now move its device assembly operation for U.S. customers to Valley Center Parkway in Hanover Township. This would bring additional employment opportunities to Hanover Township.

It only makes sense for Bronkhorst to expand into assembly if the synergies with its repair and recalibration operation can coexist. As with the existing South Commerce Way facility, Bronkhorst would intend to have on site, a compressed air system along with bottled H₂ (hydrogen), N₂ (nitrogen) and He (helium). These gases are stored in small quantities (bottles/canisters), and are used for calibration of the instruments. The same calibration function of Bronkhorst at South Commerce Way today will be used for both that operation and its light assembly operation at Valley Center Parkway. The current operation is not manufacturing, and the proposed integrated operation is not manufacturing either.

The *proposed assembly function* is one of building a complete instrument from new parts/components shipped to the facility. The *current repair/calibration* function may or may not require new parts to be used. These two functions being integrated at one location is customary in the industry. The parts used for both the repair and assembly are the same or similar, as are the processes. If a defective part in the assembly process is detected, the assembled product would be repaired, whether it be by replacement part or physical repair. In this way, both the light assembly and the repair function are not only similar, but in part, identical. The operations are synergistic and overlap. Additionally, the calibration aspect is identical for both assembly and for repair.

A more thorough explanation of the anticipated light assembly operation is set forth on a letter from the Bronkhorst USA General Manager at Exhibit A-8. That letter includes a photograph of the finished product to be assembled (or repaired).

Also, it is noted that less than 20% of the space at the new facility will be used for storage/warehousing. As with any light assembly facility, such storage is necessary for incoming parts/components and for finished equipment/devices intended for shipment to customers.

B. Compliance with "General Instructions" Items

Paragraph numbers in this Section below correspond to paragraph numbers of the ZHB "General Instructions" form.

Paragraphs 1, 2, 5-11 require no response. Paragraphs 3 & 4 are addressed below.

Paragraph 3 proof of title is demonstrated by Exhibit A-2, the current deed to the subject property indicating the Petitioner as the Owner. This information is corroborated by the County Assessment information at Exhibit A-3.

Paragraph 4 – the following information accompanies this application:

- a. Filing fee of \$1,000.00 has been provided with this application.
- b. The lot involved with its dimensions, lot number and subdivision name, if any.

Tax Parcel No.: N5-1-14-0214

Address: 1550 Valley Center Parkway, Bethlehem, PA

Subdivision: Lot #13 of Lehigh Valley Corporate Center
(See Deed – Exhibit A-3)

- c. Names and widths of all abutting streets.

Street: Valley Center Parkway

Width: 80' including ROW Cartway and 63' w/o ROW Cartway
(See ALTA Survey)

- d. Locations, dimensions and uses of any existing structures on lot involved.

Location: 1550 Valley Center Parkway, Bethlehem, PA (Lot #13)

Dimensions: 41,755 sq. ft. (building is generally rectangular but with irregular dimensions; see ALTA Survey)

Prior Use – Charter School/Academy; space currently vacant

- e. Locations, dimensions and proposed use of structure requested and distance from building to lot lines and to other buildings on the same lot.

Location: 1550 Valley Center Parkway, Bethlehem, PA (Lot #13)

Dimensions: 41,755 sq. ft. (See 4.d. above)

Distance to lot lines from building: Front-142.3'; Rear-149.1'
West-49.3'; and East- Approx -108'

There are no other buildings on this lot.

(See ALTA Survey-WD#1159511)

Proposed Use: See Section A above

- f. Dimensions of all yards in relation to the proposed structure or use.

Dimensions: Front-50 Setback; Rear-40' Setback;

West-40' Setback; and East- 40' Setback

All minimum yard/setback requirements are met and are pre-existing

(See ALTA Survey)

- g. Distance from any existing building or structure within fifty (50) feet.

There are none within 50 ft.

- h. Provisions for off-street parking, number of cars capacity of such area.

Parking Spaces: 97 spaces, including 4 handicapped spaces
(See ALTA Survey)

- i. If involved, accurate location of well and/or sewage or waste disposal systems; location and of other wells and drainage or sewage systems if within one hundred (100) feet. Detailed Septic Layout required if application is for approval of Septic or Waste Disposal System.

N/A – public water and public sewer

- j. A sketch showing all properties within five hundred (500) feet on the same road as the property affected and within one (100) feet not on the same road and indicate clearly the names and mailing addresses of all owners of these properties.

See 500 ft. and 100 ft. Buffer Search Maps from County at Exhibit A-5. Names and mailing addresses of all owners within those radii per General Instructions, copied from County Assessment records:

Buffer Search: 500 ft.

Parcel ID: N5 1 15 0214
Occupant: DENHOLTZ 1560 VALLEY
CENTER PARK... 116 CHESTNUT ST
SUITE 102
RED BANK NJ 07701-1271

Parcel ID: N5 1 13 0214
Occupant: OC 1 LLC
1883 JURY RD
PEN ARGYL PA 18072

Parcel ID: N5 1 12 0214
Occupant: 1510 VALLEY
CENTER PKY LP C O
PENNCAP PROPERTIES
559 MAIN ST STE 300
BETHLEHEM PA 18018

Parcel ID: N5 1 14 0214



Occupant: DENHOLTZ 1550 VALLEY
CENTER PARK... 116 CHESTNUT ST STE
102
RED BANK NJ 07701-1271

Parcel ID: N5 1 9 0214
Occupant: 1605
VCP LLC 290
DAVIDSON
AVE
SOMERSET NJ 08873-4145

Parcel ID: N5 1 11 0214
Occupant: 1525 VALLEY
CENTER PKY LP C O
PENNCAP PROPERTIES
559 MAIN ST STE 300
BETHLEHEM PA 18018

Parcel ID: N5 1 16 0214
Occupant: 1640,1650,1660 VALLEY
CENTER PKY LP C O PENNCAP
PROPERTIES
559 MAIN ST STE 300
BETHLEHEM PA 18018

Buffer Search: 100 ft. (WD# 1158252)

Parcel ID: N5 1 15 0214
Occupant: DENHOLTZ 1560 VALLEY
CENTER PARK... 116 CHESTNUT ST
SUITE 102
RED BANK NJ 07701-1271

Parcel ID: N5 1 11 0214
Occupant: 1525 VALLEY
CENTER PKY LP C O
PENNCAP PROPERTIES
559 MAIN ST STE 300
BETHLEHEM PA 18018

Parcel ID: N5 1 13 0214
Occupant:
OC 1 LLC
1883 JURY
RD
PEN ARGYL PA 18072

Parcel ID: M5SE3 14 3 0214
Occupant:
SOSTAK
BARRY 1625
KENWOOD DR
BETHLEHEM PA 18017-2222

Parcel ID: M5SE3 14 4 0214
Occupant: GERHART TODD P &
BETH ANN 1615 KENWOOD DR
BETHLEHEM PA 18017-2222

Parcel ID: M5SE3 14 2 0214
Occupant: PUKSZYN
JEFFERY J & ERIN M 1635
KENWOOD DR
BETHLEHEM PA 18017-2222

Parcel ID: N5 1 14 0214
Occupant: DENHOLTZ 1550 VALLEY
CENTER PARK... 116 CHESTNUT ST STE
102
RED BANK NJ 07701-1271

Parcel ID: M5SE3 14 1
0214 Occupant: PRICE
CHRISTOPHER RYAN 1675
KENWOOD DR
BETHLEHEM PA 18017-2222

Parcel ID: N5 1 9 0214
Occupant: 1605
VCP LLC 290
DAVIDSON
AVE
SOMERSET NJ
08873-4145

C. Legal Analysis of Request for Relief

- 1. The newly proposed light assembly operation is permitted by right.**

Ordinance Section 185-36.D(3) includes the following as a use permitted by right in the PORR district:

Light assembly consisting of assembly of previously manufactured components such as electronic devices, scientific instruments, watches, clocks, photographic and optical goods or similar products, excepting however, the manufacturing of and/or assembly of chemicals or chemical components. Hours of operation subject to the approval of the Board of Supervisors.

The foregoing summary of the proposed use, particularly in light of the Bronkhorst letter at Exhibit A-8, makes it clear that light assembly is what is proposed for this site. Further, while we do not believe there is any ambiguity on this point, the Municipalities Planning Code (MPC) is very clear that any ambiguity must be construed in favor of the Property Owner/Applicant. Accordingly, at least with respect to this new component of the Bronkhorst proposed use, it must be characterized as light assembly.

In the alternative, a variance is requested. See below.

2. For several reasons, the existing repair/calibration function carried on at South Commerce Way should be permitted at the Valley Center Parkway site.

The production light assembly will involve assembling previously manufactured components purchased by Bronkhorst USA for assembly and testing/calibration in Hanover Township. The existing repair/calibration operation over the past 16 years has addressed the same pieces of equipment that will be assembled, except that the component parts had already been combined/assembled before coming to Hanover Township for repair. In some cases that repair involved reassembling with new parts, following which the test and calibration would be performed.

The foregoing is a seamless, integration of functions with very little difference between them. Accordingly, Bronkhorst suggests that the existing repair/calibration operation could be characterized as part of its proposed light assembly operation. The repair function is customarily located with the assembly function in the industry.

Based on the foregoing, it is requested that the Board interpret the Ordinance such that the integrated operation proposed by Bronkhorst is viewed as being permitted as a single light assembly use. In the alternative, a variance is requested. See below.

3. In the alternative, Denholtz requests a variance to allow the proposed use for this location.

The Township Petition form cites the MPC standard of Section 910.2. The form states that the Board may grant a variance provided that all of the following findings are made where relevant:

1. That there are unique physical circumstances or conditions, including irregularity, narrowness or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property, and that the unnecessary hardship is due to such conditions, and not the circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located;

Response: This is a preexisting lot with a preexisting building and infrastructure. The issue before the Board is one of use/occupancy. Therefore, this criterion is not relevant.

2. That because of such physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of the zoning ordinance and that the authorization of a variance is therefore necessary to enable the reasonable use of the property;

Response: This criterion is tied to the preceding criterion, and is therefore similarly not relevant.

3. That such unnecessary hardship has not been created by the applicant;

Response: This criterion is tied to the preceding criteria, and is therefore similarly not relevant.

4. That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare; and

Response: Nothing in the neighborhood or district will change and there will be no adverse impact, indeed no impact whatsoever on use or development of adjoining property. There will be no detriment to the public welfare. The proposed use is innocuous, as demonstrated for the past 16 years in the Township.

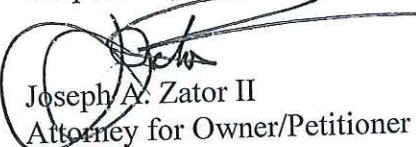
5. That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation in issue.

Response: The only way this use may proceed is with a favorable interpretation or variance from this Board. It is the minimum variance that will afford relief. It is therefore, the least possible modification of the ordinance requirement.

D. Conclusion

For the foregoing reasons it is requested that the Board conclude that the proposed use by Bronkhorst for this Valley Center Parkway site be characterized as light assembly, and is therefore a permitted use. In the alternative, the newly proposed light assembly function should be characterized as light assembly, and it is requested that the use currently conducted at South Commerce Way be characterized as accessory to the light assembly use and therefore permitted as being customary pursuant to Section 185-36G(3). Finally, as yet another alternative, it is requested that a variance be granted to allow the proposed integrated use.

Respectfully submitted,



Joseph A. Zator II
Attorney for Owner/Petitioner

COUNTY OF NORTHAMPTON

RECORDER OF DEEDS
NORTHAMPTON COUNTY GOVERNMENT CENTER
669 WASHINGTON STREET
EASTON, PENNSYLVANIA 18042-7486
Area Code (610) 829-6210

Andrea F. Suter - Recorder
Dorothy J. Edelman - Lead Deputy
Barbara L. Manieri - Deputy



Book - 2024-1 Starting Page - 4072
*Total Pages - 8

Instrument Number - 2024000471
Recorded On 1/8/2024 At 11:14:26 AM

NCGIS Registry UPI Certification
On January 8, 2024 By SRM

* Instrument Type - DEED
Invoice Number - 1075051
* Grantor - 1550 VALLEY CENTER PKY LP
* Grantee - DENHOLTZ 1550 VALLEY CENTER PARKWAY LLC
User - MAHE
* Customer - FIDELITY NATIONAL TITLE PHILADELPHIA COMMERCIAL - 1515

* FEES		*RECORDED BY:
STATE TRANSFER TAX	\$22,444.44	FIDELITY NATIONAL TITLE PHILADELPHIA
STATE WRIT TAX	\$0.50	COMMERCIAL - 1515 MARKE
JCS/ACCESS TO JUSTICE	\$40.25	1700 MARKET ST STE 2100
RECORDING FEES	\$19.00	PHILADELPHIA, PA 19103-3919
AFFORDABLE HOUSING	\$14.02	
AFFORDABLE HOUSING -	\$2.48	
ADMIN FEE		
COUNTY RECORDS	\$2.00	
IMPROVEMENT FEE		
DEEDS RECORDS	\$3.00	
IMPROVEMENT FEE		
UPI CERTIFICATION FEE	\$10.00	
BETHLEHEM AREA	\$11,222.22	
SCHOOL REALTY TAX		
HANOVER TOWNSHIP	\$11,222.22	
TOTAL PAID	\$44,980.13	

I hereby CERTIFY that this document is recorded in the
Recorder's Office Of Northampton County, Pennsylvania



Andrea F. Suter

Andrea F. Suter
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE FIRST PAGE
OF THIS LEGAL DOCUMENT

00JEOD



Book: 2024-1

Page: 4072

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

EXHIBIT

tabbies

A-2

SPECIAL WARRANTY DEED

Prepared by:

Christopher J. Strom
Eckert Seamans Cherin & Mellott, LLC
Two Liberty Place, 22nd Floor
50 South 16th Street
Philadelphia, PA 19102

Return to:

Fidelity National Title Insurance Company
1700 Market Street, Suite 2100
Philadelphia, PA 19103
Attn: Kevin P. Diskin

TAX PARCEL NO, N5-1-14-0214

This Indenture, made the 20th day of December, 2023,

Effective date January 3, 2024,

Between

1550 VALLEY CENTER PKY, LP, a Delaware limited partnership
(hereinafter called the Grantor), of the one part, and

DENHOLTZ 1550 VALLEY CENTER PARKWAY LLC, a Delaware limited liability company
(hereinafter called the Grantee), of the other part,

Witnesseth, that the said Grantor for and in consideration of the sum of **Two Million Two Hundred Forty Four Thousand Four Hundred Forty Four and 00/100 Dollars (\$2,244,444.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee, in fee

ALL THAT CERTAIN parcel of land known as Lot #13 of the Lehigh Valley Corporate Center situated in Hanover Township, Northampton County, Pennsylvania, bounded and described in accordance with and as shown on a certain plan of the Lehigh Valley Corporate Center entitled Final Record Plat, sheets #1 and #2 of 2, prepared by F. Daniel Cathers & Associates, Inc. Consulting Engineers & Architects, Malvern, Pennsylvania, dated July 10, 1987 and last revised September 15, 1987, as follows, to wit:

BEGINNING at an iron pin, said iron pin being the intersection of the common property line between lands now or late of David P. Fehnel and lands now or late of the Lehigh Valley Corporate Center, with the Easterly right-of-way line of Schoenersville Road (L.R. 48049 -width varies);

THENCE, from said point of beginning, by lands now or late of said David P. Fehnel, North 69 degrees 53 minutes 19 seconds East, 34.03 feet to a concrete monument, being a new point of intersection with the Easterly right-of-way line of Schoenersville Road (L.R. 48049);

THENCE, by lands now or late of the Lehigh Valley Corporate Center, and also along said Easterly right-of-way line of Schoenersville Road, South 30 degrees 15 minutes 40 seconds East, 92.68 feet to a concrete monument, said monument being the intersection point of the Easterly right-of-way line of Schoenersville Road, with the Northerly right-of-way line of Valley Center Parkway (which intersects Schoenersville Road opposite City Line Road);

THENCE, by lands now or late of the Lehigh Valley Corporate Center and along the Northerly right of-way line of Valley Center Parkway (width = 80 feet), the following eight (8) courses and distances:

1. On a curve to the left having a radius of 30.00 feet, a central angle of 83 degrees 44 minutes 20 seconds, and an arc length of 43.85 feet to a concrete monument and point of tangency;
2. North 66 degrees 00 minutes 00 seconds East, 7.38 feet to an iron pin and point of curvature;
3. On a curve to the right having a radius of 340.00 feet, a central angle of 66 degrees 00 minutes 00 seconds, and an arc length of 391.65 feet to a concrete monument and point of tangency;
4. South 48 degrees 00 minutes 00 seconds East, 354.73 feet to a concrete monument and point of curvature;
5. On a curve to the right, having a radius of 640.00 feet, a central angle of 24 degrees 00 minutes 00 seconds, and an arc length of 268.08 feet to a concrete monument and point of tangency;
6. South 24 degrees 00 minutes 00 seconds East, 325.86 feet to a concrete monument and point of curvature;
7. On a curve to the left having a radius of 460.00 feet, a central angle of 68 degrees 00 minutes 00 seconds, and an arc length of 545.94 feet to a concrete monument and point of tangency;

8. North 88 degrees 00 minutes 00 seconds East, 423.77 feet to an iron pin and beginning point of Lot #13;

THENCE, from said point of beginning of Lot #13, by other lands now or late of the Lehigh Valley Corporate Center (Lot #12), North 2 degrees 00 minutes 00 seconds West, 696.14 feet to an iron pin on a common line with lands now or late of the Delta Manor Subdivision;

THENCE, by other lands now or late of Delta Manor Subdivision, Lots 101 through 102, North 87 degrees 59 minutes 16 seconds East, 285.00 feet to an iron pin;
THENCE, by other lands now or late of the Lehigh Valley Corporate Center (Lot #14), South 2 degrees 00 minutes 00 seconds East, 696.20 feet to an iron pin on the Northerly right-of-way line of Valley Center Parkway;

THENCE, along said right-of-way line South 88 degrees 00 minutes 00 seconds West, 285.00 feet to an iron pin; said iron pin being the point of Beginning of Lot #13.

BEING Tax Parcel No. NS-1-14

TOGETHER with the benefit of the Declaration of Easement as recorded in Misc. Book Volume 345, Page 431 over Tax Parcel N5-1-15

TOGETHER with the rights and benefits under that certain Declaration of Protective Covenants for Lehigh Valley Corporate Center as recorded in Misc. Book Volume 345, Page 390; as amended by Assignment and Assumption of Declarant's Rights Under and First Amendment to Protective Covenants for Lehigh Corporate Center as recorded in Record Book Volume 1994-6, Page 98025; as amended by the Second Amendment to Protective Covenants for Lehigh Valley for Lehigh Valley Corporate Center as recorded in Record Book Volume 1995-1, Page 24274; as amended by the Third Amendment to Protective Covenants for Lehigh Valley Corporate Center as recorded in Record Book Volume 2001-1, Page 135830, as re-recorded in Record Book Volume 2002-1, Page 197291; as amended by the Fourth Amendment to Protective Covenants for Lehigh Valley Corporate Center as recorded in Record Book Volume 2003-1, Page 54819; as amended by the Fifth Amendment to Protective Covenants for Lehigh Valley Corporate Center as recorded in Record Book Volume 2005-1, Page 216274; as amended by the Sixth Amendment to Protective Covenants for Lehigh Valley Corporate Center as recorded in Record Book Volume 2005-1, Page 216287; as amended by the Seventh Amendment to Protective Covenants for Lehigh Valley Corporate Center as recorded in Record Book Volume 2007-1, Page 427706; as amended by the Eighth Amendment to Protective Covenants for Lehigh Valley Corporate Center as recorded in Record Book Volume 2010-1, Page 186512; and as amended by the Assignment and Assumption of Declarant's Rights under Protective Covenants for Lehigh Valley Corporate Center as recorded in Record Book Volume 2011-1, Page 105022.

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said grantor, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever.

Under and subject to all covenants, conditions, restrictions, easements and rights of way of record to the extent valid, subsisting and enforceable.

And the said Grantor, for itself, its successors and assigns, does, by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that it, the said Grantor, and its successors and assigns, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against it, the said Grantor, and its successors and assigns, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.

In Witness Whereof, the party of the first part has caused its common and corporate seal to be affixed to these presents by the hand of its General Partner, and the same to be duly attested by its _____. Dated the day and year first above written.

ATTESTED:

_____ {SEAL}

GRANTOR:

1550 VALLEY CENTER PKY, LP, a
Delaware limited partnership

By: PENNCAP GROUP 1, GP, LLC, a
Delaware limited liability company
Its: General Partner

By: _____ {SEAL}
Lisa Pektor, President

Commonwealth of Pennsylvania } ss
County of Philadelphia

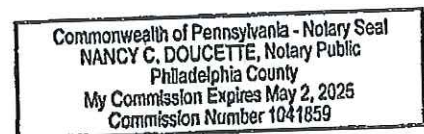
AND NOW, this 20th day of December, 2023, before me, the undersigned Notary Public, appeared Lisa Pektor, President of PENNCAP GROUP 1, GP, LLC, a Delaware limited liability company who acknowledges it to be the General Partner of 1550 VALLEY CENTER PKY, LP, a Delaware limited partnership and it, as such President of the General Partner being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Lisa Pektor by herself as authorized signer of the Grantor.

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

Notary Public

My commission expires _____





The precise and the complete post office
address of the above-named Grantee is:
c/o Denholtz Properties, LLC
116 Chestnut Street, Suite 102
Redbank, NJ 07701 - 1271



On behalf of the Grantee

Deed	UPI # _____ 1550 VALLEY CENTER PKY, LP, a Delaware limited partnership TO DENHOLTZ 1550 VALLEY CENTER PARKWAY LLC, a Delaware limited liability company	_____ _____ _____
------	---	-------------------------

3/13/24 1:37 PM

Printable page

PARID: N5 1 14 0214

1550 VALLEY CENTER PKWY

DENHOLTZ 1550 VALLEY CENTER PARKWAY LLC,

Parcel

Property Location	1550 VALLEY CENTER PKWY
Unit Desc	
Unit #	
City	
State	
Zip Code	
Neighborhood Valuation Code	C227
Trailer Description	
Municipality	HANOVER TOWNSHIP
Classification	Commercial
Land Use Code	410 - Office building, in Indus. Park
School District	BETHLEHEM SCHOOL DIST
Topography	LEVEL
Utilities	ALL PUBLIC
Street/Road	PAVED
Total Cards	1
Living Units	0
CAMA Acres	4.56
Homestead /Farmstead	-
Approved?	-

Parcel Mailing Address

In Care of	DENHOLTZ 1550 VALLEY CENTER PARKWAY LLC
Name(s)	
Mailing Address	116 CHESTNUT ST STE 102
City, State, Zip Code	RED BANK, NJ, 07701-1271

Alternate Address

Alternate Address	
City	
State	
Zip	

ACT Flags

Act 319/515	
LERTA	
Act 43	
Act 66	
Act 4/149	
KOZ	
TIF Expiration Date	
BID	
Millage Freeze Date	
Millage Freeze Rate	
Veterans Exemption	

Tax Collector

JOAN S. STEINBERG, TAX COLLECTOR
3630 JACKSONVILLE RD
BETHLEHEM PA 18017-9302

610-866-1140

Assessor

EXHIBIT

A-3

GREG OZGAR
610-829-6165**Current Owner Details**

Name(s)	DENHOLTZ 1550 VALLEY CENTER PARKWAY LLC
In Care of	
Mailing Address	116 CHESTNUT ST STE 102
City, State, Zip Code	RED BANK, NJ, 07701-1271
Book	2024-1
Page	004072
Deed 2	
Deed 3	
Deed 4	
Deed 5	

1 of 4

Owner History

Current Owner	DENHOLTZ 1550 VALLEY CENTER PARKWAY LLC
Previous Owner	1550 VALLEY CENTER PKY LP
Sale Date	08-JAN-24
Price	2,244,444
Book	2024-1
Page	004072

Out Buildings

Card	Line	Code
1	1	PA1 - PAVING ASPHALT PARKING

OBV Details

Card	1
Code	PA1 - PAVING ASPHALT PARKING
Grade	C - AVERAGE
Year Built	1989
Width	
Length	
Area	57,000
Units	1
Condition	3 - NORMAL

Land

Line #	1
Type	A - ACREAGE
Code	6 - Primary Site
Acres	4.5600

Land Details

Line Number	1
Land Type	A - ACREAGE
Land Code	6 - Primary Site
Frontage	
Depth	
Units	
CAMA Square Feet	198,634
CAMA Acres	4.5600

Values

Exempt Land	\$0
Exempt Building	\$0
Total Exempt Value	\$0
Current Land	\$319,200

Current Building	\$2,604,500
Current Total	\$2,923,700
Assessed Land	\$159,600
Assessed Building	\$1,302,300
Total Assessed Value	\$1,461,900

Homestead

Homestead Denied -
Homestead/Farmstead
Approved
Date Rec'd
Homestead Effective Year
Farmstead Effective Year

Sales

1 of 4

Date Recorded 01/08/2024
Sale Price \$2,244,444
New Owner DENHOLTZ 1550 VALLEY CENTER PARKWAY LLC
Old Owner 1550 VALLEY CENTER PKY LP

Sales Detail

1 of 4

Sale Date 01/08/2024
Sale Price \$2,244,444
New Owner DENHOLTZ 1550 VALLEY CENTER PARKWAY LLC
Previous Owner 1550 VALLEY CENTER PKY LP
Recorded Date 08-JAN-24
Deed Book 2024-1
Deed Page 004072

DISCLAIMER

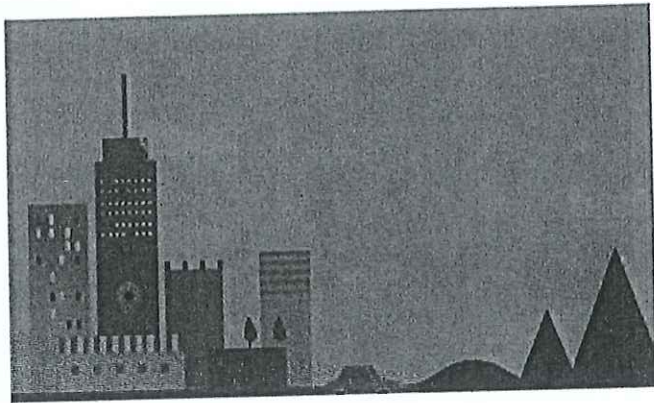
DISCLAIMER - THIS INFORMATION IS CURRENT AS OF THE DATE OF BILLING AND IS NOT REFLECTIVE OF ANY PAYMENTS, ADDITIONAL INFORMATION MAY BE OBTAINED DIRECTLY FROM THE REVENUE OFFICE AT 610-829-6186. IN ACCORDANCE WITH ACT NO 394 OF 1945, FAILURE TO RECEIVE A REAL ESTATE TAX BILL DOES NOT EXCUSE OR DELAY PAYMENT OF TAXES OR AVOIDS ANY PENALTY, INTEREST OR CHARGE FOR SUCH DELAY (PURDON'S STATUTE 72, SECTION 5511.7). MAKE CHECKS PAYABLE TO COUNTY OF NORTHAMPTON.

Estimated Tax Information

Date of Billing 26-JAN-24
Discount Tax \$15,472.75 If Paid On or Before 01-APR-24
Base Tax \$15,788.52 If Paid On or Before 31-MAY-24
Penalty Tax \$17,367.37 If Paid After 31-MAY-24

1158036

Google Maps 1550 Valley Center Pkwy



1550 Valley Center Pkwy

Building



Directions



Save



Nearby



Send to
phone

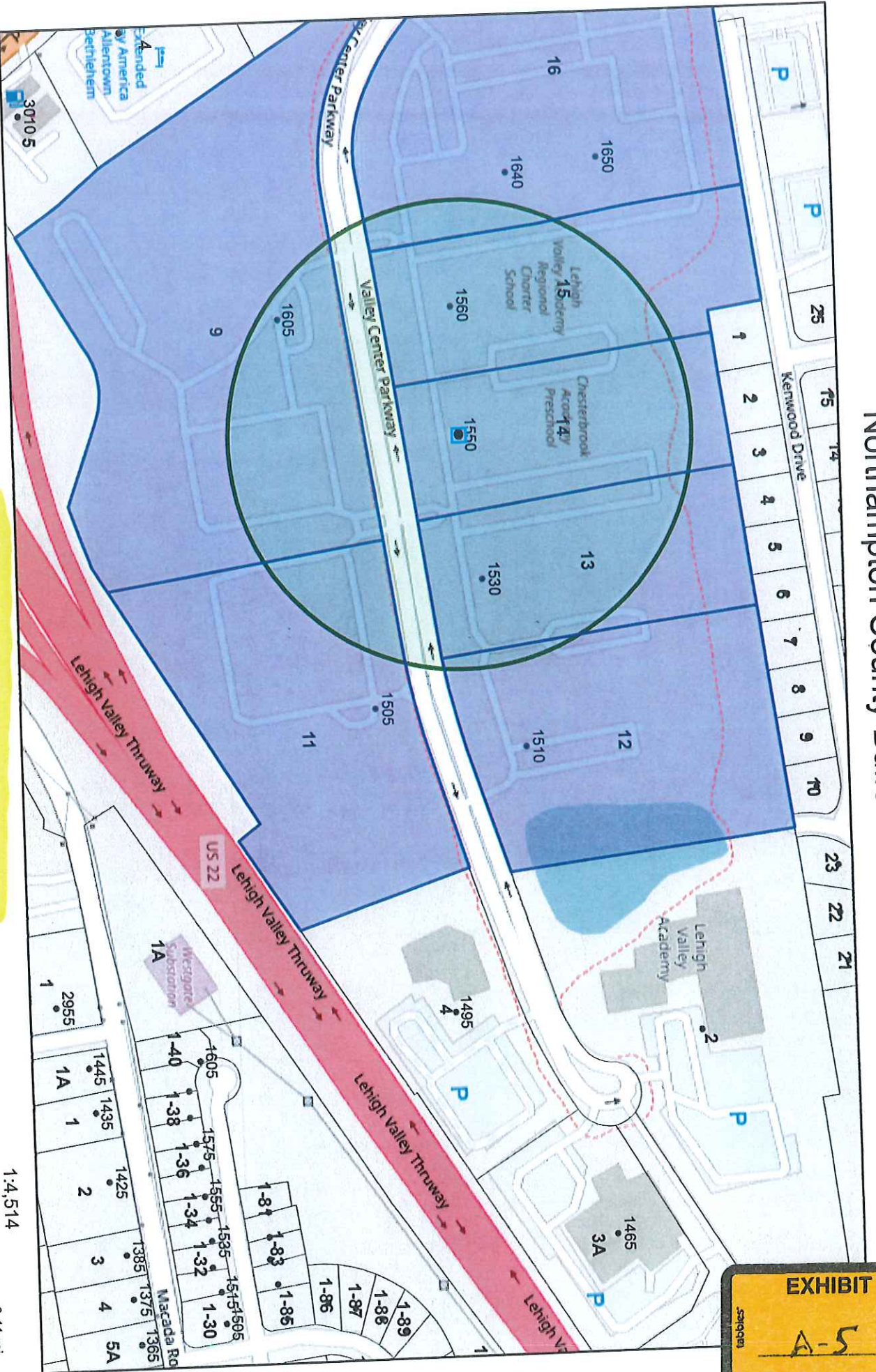


Share



1550 Valley Center Pkwy, Bethlehem, PA 18017

Northampton County Buffer Search



EXHIBIT

A-5

3/14/2024, 1:15:02 PM

Municipal Boundary

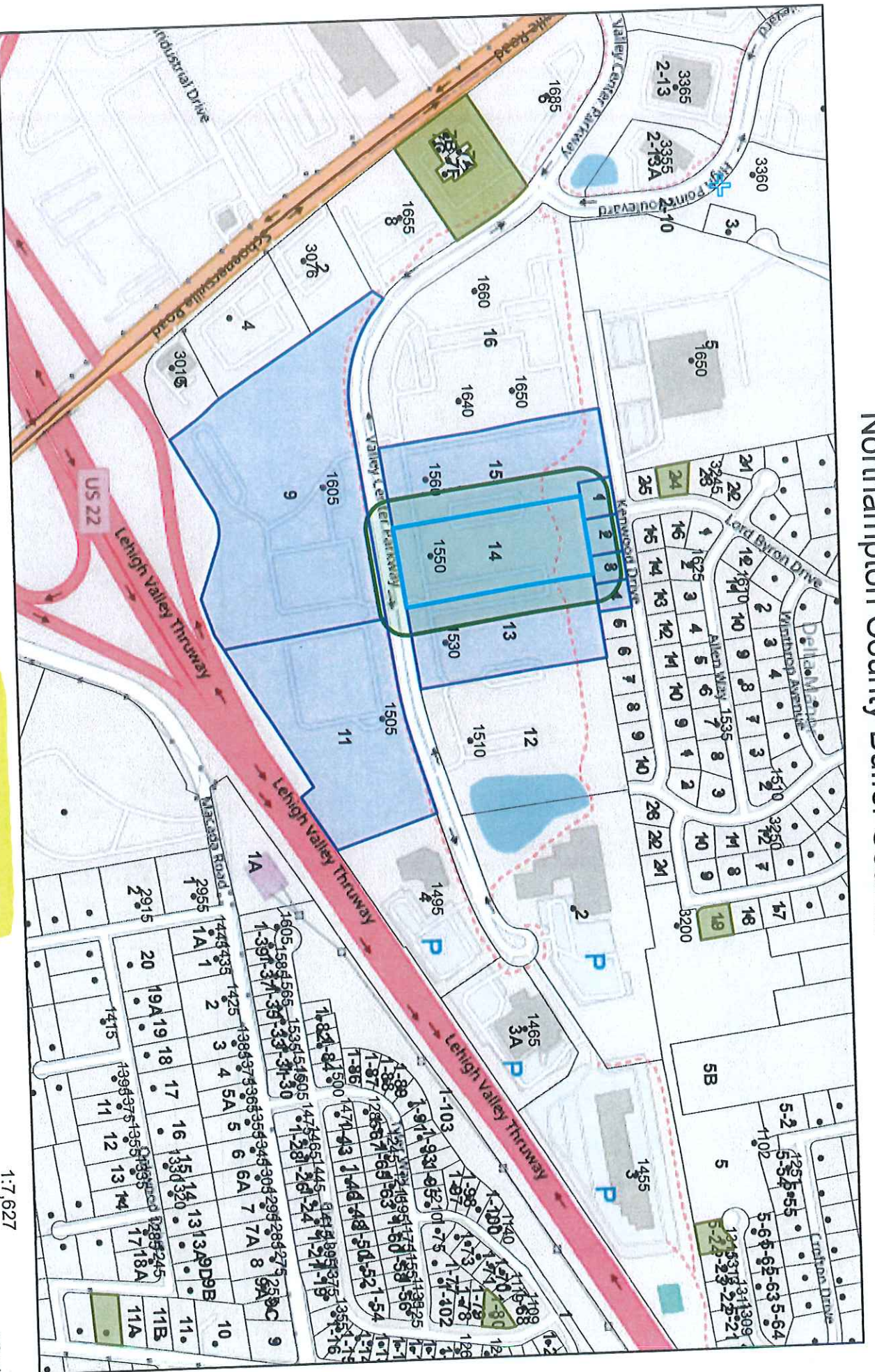
Location

Parcel Cama ID

Owner

500' ALONG
VALLEY CENTER PKY

Northampton County Buffer Search



3/14/2024, 1:30:05 PM

Type or select a Map, Block, Lot, _Query result • Location

MunicipalBoundary ☐ Owner

Parcel Cama ID ☐

100' BEYOND
PROPERTY
PERIMETER

Map data © OpenStreetMap contributors, CC-BY-SA



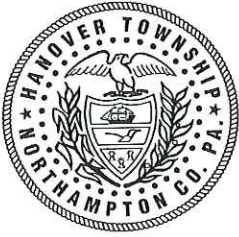
Northampton County GIS

Northampton County does not guarantee the accuracy or scale of the data found in this map. Data not intended for official survey or engineering purposes.



Imagery ©2024 Airbus, CNES / Airbus, Maxar Technologies, PA Department of Conservation and Natural Resources-PAMAP/USGS, USDA/FPAC/Geo, Map data ©2024 200 ft





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

March 8, 2024

Greg Brown, Chief Operating Officer
Denholtz Properties
116 Chestnut St Ste 102
Red Bank, NJ 07701

Dear Mr. Brown,

We received your telephone request to move Bronkhorst USA from 57 S Commerce Way Ste 120, located in the PIBD (Planned Industrial Business District) zoning district, to 1550 Valley Center Parkway, located in the PORR (Planned Office Research and Residential) zoning district.

Consider this letter a denial of your request in accordance to the zoning ordinance Section 185-36 D (3), 185-36 F (4), and 185-36 F (5) of the Hanover Township Zoning Ordinance.

You have the right to appeal my decision to the Zoning Hearing Board in thirty (30) days.

Should you have any questions, please feel free to contact me.

Tracy Luisser

Tracy Luisser
BCO, Zoning Officer





Bronkhorst USA, Inc.
57 S. Commerce Way, Suite 120
Bethlehem, PA 18017
Phone: +1 610 866 6750
E-mail: service@bronkhorstusa.com

March 22, 2024

TO: Denholtz Properties
RE: Proposed use of 1550 Valley Center Parkway

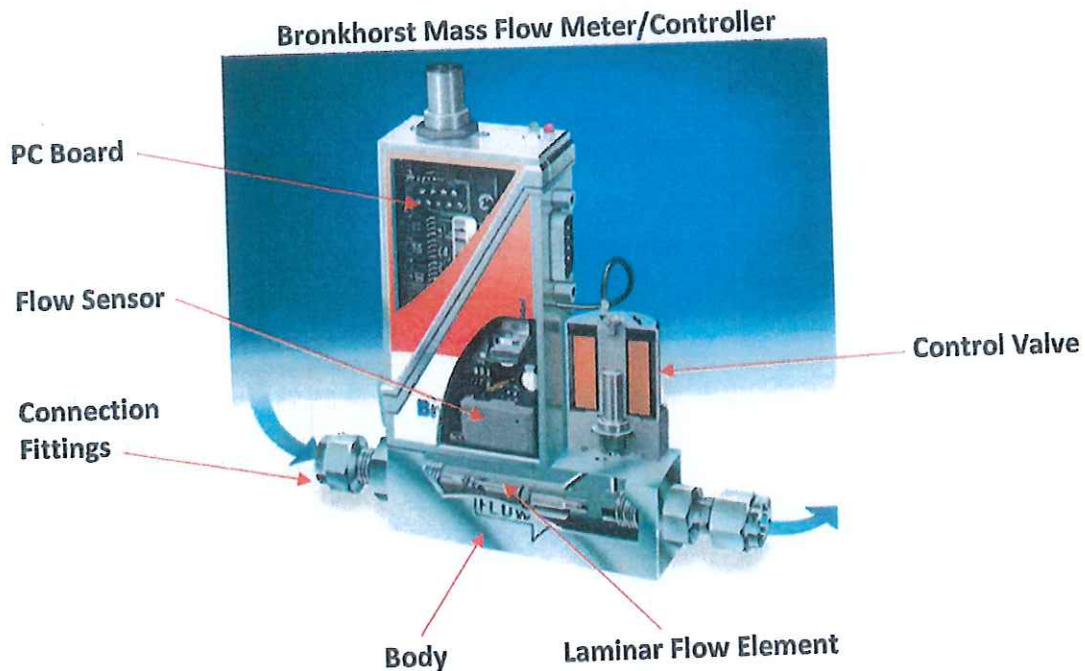
The proposed use of 1550 Valley Center Parkway can be classified as Light Assembly of scientific instruments and electronic devices. Bronkhorst USA currently repairs and recalibrates mass flow meters and controllers in our existing facility at 57 S. Commerce Way, Suite 120. The new location and expansion is to allow for production assembly of these instruments in addition to the current repair and recalibration services. Currently, all new devices are assembled in our facilities in Europe and shipped complete to our customers in the US.

As with the existing facility, we will have a compressed air system along with bottled H₂, N₂ & He for the calibration of the instruments.

The Bronkhorst Mass Flow instruments that will be assembled in the new facility consist of the following major components, all of which will be purchased directly from our HQ in the Netherlands, or their suppliers, and assembled and calibrated here.

- **Body:** finish-machined stainless steel body that gases flow through and on which all other parts are assembled
- **Laminar Flow Element:** Stainless steel discs assembled into the body to split a portion of the total flow through the flow sensor
- **Flow Sensor:** Capillary tube type sensor used to measure the flow rate
- **Valve:** Stainless steel proportional valve used to control the flow rate. Control algorithms are built into the product and stored in the PC Board
- **PC Board:** The 'electronics' for the meter/controller which allows users to communicate with the device in order to input a flow rate setpoint and read actual flow rate information.
- **Connection fittings:** stainless steel compression-type fittings used to connect to process piping in the intended application

These components and the finished product can be seen in the photo below.



Once the meter/controller is fully assembled, it is pressure tested using Nitrogen(N_2) and leak tested using Helium(He) to ensure that it is assembled correctly, can handle the application pressures, and is leak free. It is then connected to our calibration system where compressed air is used to calibrate the instrument for the exact conditions (pressure, temperature and flow rate) on which it will be used in the customer's application. The air flows through the device as shown by the blue arrows and the calibration curve and control algorithm is adjusted to ensure precise accuracy of the flow rate.

On rare occasions (currently less than 10 units/year), a customer will request that Bronkhorst use their actual process gas for calibration rather than compressed air. This is why we need to have Hydrogen(H_2) calibration capability in our location. Bronkhorst USA has been using these gases and procedures in our current facility for over 16 years with zero incidents.

If you have any questions or need additional clarification on anything, please do not hesitate to contact me.

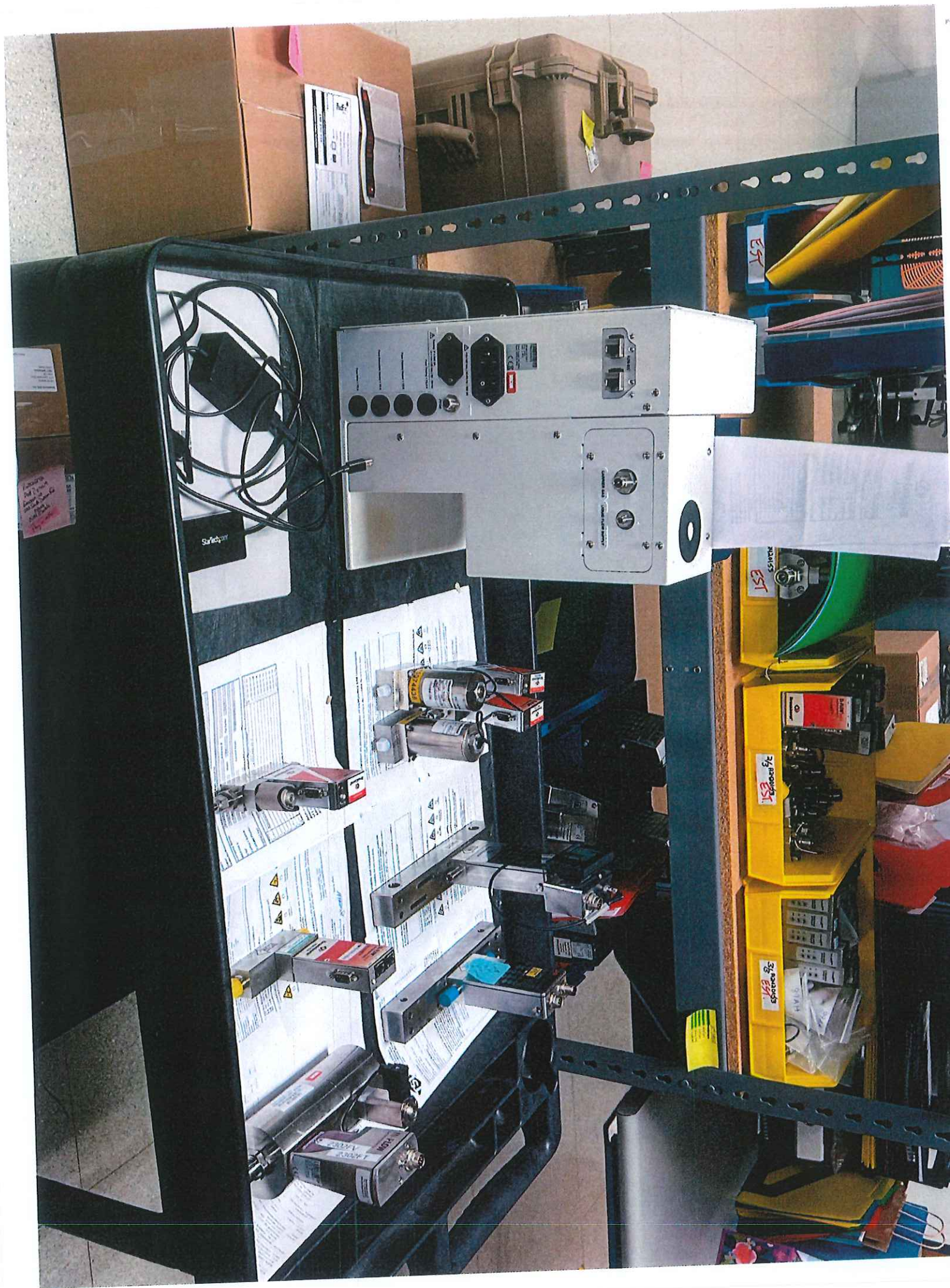
Regards,

Todd E. Hannigan
General Manager
Bronkhorst USA



tabbles®
EXHIBIT
A-9









CW21-060

CIVIL ENGINEERS & SURVEYORS

5012 Medical Center Circle, Suite 1, Allentown, PA 18106 • 610-395-0971 • FAX 610-391-8942

East Office: Bethlehem, West Office: Allentown, North Office: Kresgeville

March 14, 2024

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

RE: Farmhouse Village

Gentlemen:

The Board of Supervisors conditionally approved the Farmhouse Village Major and Minor Subdivisions on April 25, 2023. Since the conditional approval included a requirement to record the plans within 12 months of approval, which deadline is April 25, 2024, we, on behalf of Airport Road Partners, LP, request an extension of 3 months until July 25, 2024 to record the plans. The reasons for the request are generally the substantially more complex final stage coordination between the Townships, their attorneys, engineers, advisors and needing to assure that each is satisfied, some of which items are as follows:

- The requirement to coordinate the review and approval process between both municipalities, Hanover and East Allen Townships.
- The time delays for the required professional and advisory services of each Township to review, coordinate and communicate their separate concerns and the coordination of them.
- The preparation, review and approval of supplementary documents – for each Township.
- Time to prepare and obtain review and approval of municipal required items, such as legal descriptions.
- Need for the "Minor Subdivision" to be approved so that the "Major Subdivision" can be recorded.

In addition, we have now encountered a situation where the surveyor of record has retired, thereby requiring another registered surveyor to become familiar with the project and verify key aspects of the prior survey in order to develop the professional confidence to sign and seal the plans.

We look forward to your favorable consideration of this request and will await notification of the date of the Board meeting at which this will be discussed.

Sincerely,

Keystone Consulting Engineers

William A. Erdman, P.E.

WAE/sas

PC: Jay Finnegan, Township Advisor, *via e-mail*
James Broughal, Esq, Township Solicitor, *via e-mail*
Brian Kocher, Township Engineer, *via e-mail*
Abraham Atiyeh, *via e-mail*
Joel Wiener, *via e-mail*



W:\2021\CW21-060 Farmhouse Village, 6292 Hanoverville Rd., Hanover Township, Northampton County\CW21-060 doc\24-03-14 Ltr to Hanover Township BOS.docx

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Landscape
Architects

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Consultants

March 8, 2024

Ms. Kimberly Lymanstall, Township Secretary/Assistant Treasurer
Hanover Township
3630 Jacksonville Road
Bethlehem, PA 18017-9302

RE: Advanced Health Care of Hanover Township
Improvements Inspection and Project Status
Hanover Township, Northampton County, PA
RETTEW Project No. 118962000

Dear Ms. Lymanstall:

On behalf of our Client, we are hereby submitting the revised plans, and supporting documentation for the above referenced project. The plans have been revised per the Hanover Engineering review letter dated February 8, 2024. Our item-by-item response to each comment appears in **bold**.

1. All inlets need DEP prohibition against pollutants disc epoxied on inlet tops.
Response: Discs have been installed on inlet tops per comment (see attached photo).
2. Curb joint sealing is required within the road right of way.
Response: Joint sealing has been completed (see attached photo).
3. Eight bollards included on the improvements estimate are missing according to the Record Layout Plan.
Response: After the plans had been recorded, owner's operations had reviewed the plan and noticed the bollards at the front of the building interfered with the drop off of patients. The bollards at the rear accessory building were also reviewed and determined based on owner's operations to be in conflict. It was determined at that time that the bollards were not to be installed. The Owner asks that they be removed from the final close out documents for full financial release.
4. Final revised as-built plans still need to show:
 - a. Adjoining Lot 10B water service actual location.
Response: Water service location was added to the plan along with field verified valves (see enclosed).
 - b. Adjoining Lot 10B sanitary sewer lateral location with wye off the run from Existing Sanitary Manhole to Manhole 1.
Response: Sanitary sewer lateral location was added to the plan as per the field modifications (see enclosed).
 - c. Added drop installed in the existing manhole.
Response: Sanitary sewer manhole was revised per the field modifications (see enclosed).

5. Certification of Pins and Monuments.
Response: Pins and monuments have been verified and certification has been provided (see enclosed).
6. The Developer adheres to Township Policy 8 (payment of Plans and Appeals Accounts). Any final release of security should be conditioned upon satisfactorily addressing items 1-6 above.
Response: Comment noted.

If you have any further questions, please feel free to call me at (484)-240-4519 or contact me via email at victor.grande@rettew.com.

Sincerely,

Victor J. Grande, PE
Project Manager

Enclosures

Z:\Shared\Projects\11896\118962000 Hanover Twp\LD\Submittals\2024-03-08 Hanover Twp\Response LTR_Hanover Engineering.docx



HanoverEngineering

252 Brodhead Road • Suite 100 • Bethlehem, PA 18017-8944
Phone: 610.691.5644 • Fax: 610.691.6968 • HanoverEng.com

March 28, 2024

Ms. Kimberly Lymanstall
Township Secretary/Assistant Treasurer
Hanover Township, Northampton County
3630 Jacksonville Road
Bethlehem, PA 18017-9302

RE: Advanced Health Care of Hanover Township
3370 High Point Blvd.
Improvements Inspection and Project Status
Hanover Project H20-28

Dear Kim:

We have completed a final site improvements inspection of the above-referenced project in response to an email from Victor Grande, dated March 8, 2024. The following final site improvements inspection punchlist items shall be satisfactorily addressed, based on our letter dated February 8, 2024.

3. Eight bollards included on the improvements estimate are missing according to the Record Layout Plan. The Board of Supervisors would need to approve any changes to the plan.
4. The word "Draft" should be removed from the As-built Plans.
5. Certification of Pins and Monuments.
6. The Developer adheres to Township Policy 8 (payment of Plans and Appeals Accounts).

Please note that the Board of Supervisors approved the final release of security, conditioned upon satisfaction of the above remaining items.

If you have any questions or need additional information, do not hesitate to call this office.

Respectfully,
HANOVER ENGINEERING


Brien R. Kocher, PE
Township Engineer

brk:jlw2

S:\Projects\Municipal\HanoverTwp\H20-28-Advanced Health Care and Development\Docs\03-28-24-Advanced Health Care-Improvements Inspection Ltr.doc

cc: Hanover Township Board of Supervisors
Ms. Tracy Luisser, Zoning Administrator
James L. Broughal, Esquire, Broughal & DeVito, LLP
Spencer Summerhays, The Boyer Company



HanoverEngineering

252 Brodhead Road • Suite 100 • Bethlehem, PA 18017-8944
Phone: 610.691.5644 • Fax: 610.691.6968 • HanoverEng.com

April 5, 2024

Ms. Kimberly Lymanstall
Township Secretary/Assistant Treasurer
Hanover Township, Northampton County
3630 Jacksonville Road
Bethlehem, PA 18017-9302

RE: LVHN – UHS Behavioral Health Hospital
Land Development Plan
Lot 2 – 1755 W. Macada Road
Preliminary/Record Land Development Plan
Received January 17, 2024
Fourth Submission
Hanover Project H23-23

Dear Kim:

We have reviewed the above-referenced Preliminary/Record Development Plan submission, as distributed by our letter of April 4, 2024 for conformance to the Hanover Township Zoning Ordinance, Subdivision and Land Development Ordinance, and other Ordinances as found in the Code of the Township of Hanover, adopted February 12, 2002, as amended.

All planning issues are indicated by an asterisk (*).

A. GENERAL INFORMATION

1. The applicant proposes a three-story, 144 bed behavioral health hospital and attached medical office building at 1755 West Macada Road. This is the third Preliminary/Record Subdivision Plan submission and consists of a thirty-one (31) sheet plan set for the approximately 15.9-acre lot zoned Office and Institutional District (OI). A behavioral health hospital is a permitted use within this district.
2. The site is located at the intersection of Schoenersville Road and Macada Road, across Schoenersville Road from the Lehigh Valley Hospital-Muhlenberg campus. The site is bordered by residential lots to the east, Atria Senior Living facility to the North. The site is located just south of U.S. Route 22 and is currently vacant.
3. A Zoning Ordinance variance was granted by the Zoning Hearing Board on 9/25/2023, regarding Zoning Section 185-22.F Woodland Preservation, as noted on Sheet 1 of 26.
4. The previously submitted lot consolidation plan has been withdrawn.
5. The previous subdivision plan notes that street lights, street trees, and buffer screens may be required along Schoenersville Road.

B. STORMWATER MANAGEMENT – CHAPTER 152

Sections 152-6.1.A, B and D and 152-16.D – No regulated earth disturbance activities within the Township shall commence until approval by the Township of an erosion and sediment control plan for construction activities. Written approval by DEP or a delegated County

Conservation District shall satisfy this requirement. A copy of the approved erosion and sediment control plan and narrative shall be provided to the Township.

Sections 152-6.1.C and 152-16.D – A DEP NPDES stormwater discharges associated with construction activities permit is required for regulated earth disturbance activities of one acre or greater under PA Code Chapter 92.

Section 152-10.E – The Applicant shall provide the Township with a notarized statement satisfactory to the Township Solicitor, stating that the Township shall be held harmless against any claim of damage from the downstream property owners that may result from the proposed development.

- * Section 152-10.I(6) and (7) – The proposed detention basin shall meet the maximum depth of detained runoff requirements of these Sections. **The applicant requests a waiver from these sections to provide a fence and exceed maximum allowable water depths.**

Section 152-10.M – The Developer shall provide a covenant running with the land to identify the property owner's responsibilities for the ownership and maintenance of the private stormwater collection, conveyance, and control facilities.

Section 152-12.B and C – The developer is required to install or improve the Township interceptor system, by the value of at least \$1.80 per square yard of impervious cover. The current plan proposed 203,000 square feet of cover, equating to a fee of \$40,600.

Section 152-16.A.(4) – A copy of the Lehigh Valley Planning Commission (LVPC) stormwater management consistency letter shall be provided. A conditional consistency letter has been provided from the Lehigh Valley Planning Commission.

Section 152-24.3 – The property owner shall sign a Declaration of Covenant and Agreement for Maintenance of Stormwater Management Facilities and BMP(s) (the "Maintenance Agreement") with the Township covering all stormwater BMPs that are to be privately owned. The Maintenance Agreement shall be substantially the same as the Agreement in Appendix E of this Chapter. Other items may be included in the Maintenance Agreement where determined by the Township to be reasonable or necessary to guarantee the satisfactory operations and maintenance of all permanent stormwater BMPs. The Maintenance Agreement shall be subject to the review and approval of the Township.

Section 152-24.5 - The Owner/Developer of any land upon which permanent BMPs will be placed, constructed or implemented as described in the BMP Operations and Maintenance Plan, shall record the following documents in the Office of the Recorder of Deeds for Northampton County, as applicable, within ninety (90) days of approval of the BMP Operations and Maintenance Plan by the Township: the Operations and Maintenance Plan or a summary thereof, Maintenance Agreements under Section 152-24.3 of this Chapter, and easements under Section 152-24.4 of this Chapter.

Section 152-24.6.A.(1) – Persons installing stormwater BMPs shall be required to pay a specified amount (\$5,000.00) to the Township Stormwater BMP Operations and Maintenance Fund to help defray costs of operations and maintenance activities. If the BMP is to be privately owned and maintained, the amount shall cover the cost of periodic inspections by the municipality in perpetuity, as determined by the Township.

C. ZONING ORDINANCE – CHAPTER 185

- * Section 185-14.C.(3) & G – No buildings or structures shall be placed between the setback line and the existing or proposed highway right-of-way line except lamps posts, driveways, mailboxes, sidewalks, and utility lines, or such incidental items as may be agreed to by the Board of Supervisors during the site or land development plan review. The applicant proposes a culvert structure within the front yard of Macada Road, and a stormwater outlet structure within the front yard of Schoenersville Road.
- * Section 185-17.F – All parking areas of more than twenty-five (25) spaces shall be landscaped subject to review by the Planning Commission and approval of the Board of Supervisors.
- * Section 185-18.C – One (1) off-street loading space required per each 10,000 square feet of Hospital. Ten (10) spaces are required per 97,750 square feet BLDG. Only three (3) spaces are indicated on the Plans. The Applicant is requesting concurrence from the Township that only three (3) loading spaces are required for this proposed use. Site Data, including parking and loading analyses and Notes shall be provided on a plan to be recorded.
- * Section 185-20 and 185-35.A.(1) – The Applicant shall submit evidence to the satisfaction of the Board of Supervisors that the proposed use will be in compliance with the performance standards of this section. A summary narrative is sufficient for this purpose.

Section 185-22.E(6) – The applicant is working with the Township and PennDOT to evaluate northbound lane, intersection improvements at Macada Road and Schoenersville Road identified as Alternative 2 in the Transportation Impact Study. Upon concurrence of the scope and nature of any proposed improvements, the applicant shall update the recommendations/conclusions sections of the Executive Summary and Narrative and include these costs in the final cost estimate/security.

Section 185-22.E(7) – The applicant shall provide the costs of needed improvements pending Department of Transportation and Township concurrence with the applicant on the scope of improvements.
- * Section 185-22.G and Section 185-34.E(3) – The following comments regarding landscaping shall be satisfactorily addressed (See also SALDO Section 159-17):
 - 8. A 20' wide planting strip (See Chapter 67 for standards) is required along side and rear property lines adjacent to residential districts. The applicant is requesting that existing vegetation serve in lieu of additional plantings.
 - 11. To satisfy the general site landscaping requirement of 20,300 square feet (minus the 5,925 square feet of "Landscaping Planting Area", the applicant is proposing a fee in lieu of tree planting in the amount of \$28,800 (seventy-two (72) x \$400.00 per tree)

D. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE – CHAPTER 159

- * Sections 159-11.W and 159-24 – The Township shall determine whether additional streetlights shall be provided along both street frontages.

- * Section 159-13.B(1) and (6) – Sidewalks are required along Macada Road and Schoenersville Road. **The applicant requests a deferral of these sections.**

- * Section 159-15.F – Where lots abut other uses with an adverse effect upon adjacent properties, a planting screen and associated planting screen easement at least ten feet (10') wide shall be provided in accordance with this section. We note this property abuts residential lots to the east. A ten foot (10') wide Planting Screen Easement is being proposed. Existing vegetation is being proposed to satisfy any planting requirement.

Section 159-16.E – Recreation and open space requirement shall be provided, per agreement between Developer and Board of Supervisors. A calculated fee of \$76,320.00 is proposed and shall be verified by the Zoning Officer.

Section 159-20 – The following comments regarding sanitary sewage shall be satisfactorily addressed:

2. DEP approval of the Planning Module is required.

- * Section 159-25 – When a land development abuts any arterial road as designated on the Township Map, a noise study shall be prepared, and if necessary, a noise barrier shall be provided.
- * Section 159-29 – Preliminary Plan is required for all land development submission. **The applicant requests a waiver to submit Preliminary/Record plans concurrently.**
- * Section 159-28.B and 159.29.D(14) – No parking fire zones, emergency access gates/details and emergency vehicle turning templates shall be provided to the satisfaction of the Township Fire Marshall.

In addition, the applicant shall provide documentation necessary for the proposed emergency access to the satisfaction of the Township Solicitor.

Section 159-29.E(6) – A copy of the Northampton County Conservation District approved Soil and Erosion Control Plan and Narrative shall be provided.

- * Section 159-29C(2) – All elevations shall be based on USGS sea level datum. The Applicant references vertical datum as NAVD 88. **The applicant requests a waiver.**
- * Section 159-29C(3) and (6) – Locations of existing trees and relevant surrounding features required. Locations of trees to be removed and their trunk size and drip line locations, as well as planting specifications are required. **The applicant requests a waiver from these sections requiring the location of all trees 4" or larger.**

Sections 159-29.F.(2) and 159-30.E.(1) – The design professionals shall sign and seal the Engineer's and Surveyor's Certifications for all plans to be recorded.

Section 159-30.D(4) – Approval letters from the City of Bethlehem for the proposed sanitary sewer and water service designs shall be provided.

Section 159-30.D(5) – An Improvements Agreement and Security are required for the proposed land development improvements. A cost estimate shall be provided for review.

Section 159-30.E – The approved Record Plan shall contain all required signatures and seals with signature certifications consistent with Section 159-40, including Proof of Recording block.

Section 159-44 – Upon approval by the Board of Supervisors, a note shall be added to the Plan listing all waivers and deferrals, along with any conditions and the meeting date of the Board of Supervisors action.

F. IMPACT FEE – CHAPTER 102

The Applicant shall pay a traffic impact fee in the amount of \$29,155.00 based on 85 PM Peak Hour trips at \$343.00 per PM peak hour trip.

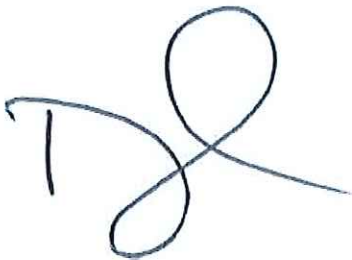
G. TAPPING AND CONNECTION FEE – CHAPTER 140

The Applicant will be required to pay a tapping fee in the amount of \$8.10 per GPD, a connection fee (\$472.50) and customer facilities fee (\$330.00) fees at the time of building permit issuance.

If you have any questions concerning this matter, please contact the undersigned.

Respectfully,

HANOVER ENGINEERING



Brien R. Kocher, PE
Township Engineer

brk:jcn:jam/jlw2

S:\Projects\Municipal\HanoverTwp\H23-23-LVHN-UHSBehavioralHealthHospital\Docs\04-05-24-UHSLVHNBehavioralHealthHospital-4thSubmission-ReviewLetter.doc

Enclosure(s)

cc: Hanover Township Board of Supervisors
Hanover Township Planning Commission
Ms. Tracy Luisser, Zoning Administrator
James L. Broughal, Esquire
Mr. Nathan Oiler, PE, RKR Hess
S. Graham Simmons, Attorney

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement") is dated the ____ day of _____, 2024, but with an effective date of April 8, 2024, and is by and between **MARK HUDSON**, with an address of 173 Richlandtown Pike, Quakertown, PA 18952 (hereinafter referred to as "Mr. Hudson").

AND

TOWNSHIP OF HANOVER, a municipal corporation organized and existing as a township of the second class under the laws of the Commonwealth of Pennsylvania, with its offices located at the 3630 Jacksonville Road, Bethlehem, PA 18017 (hereinafter referred to as "Township").

WITNESSETH

WHEREAS, by its Motion duly adopted at a regular public meeting held on March 26, 2024, the Township Board of Supervisors (the "Board") confirmed a conditional offer of employment to the Office of Township Manager as provided by Chapter 19 of the Township Code of Ordinances (hereinafter "Manager's Ordinance"); and

WHEREAS, prior to the passage of the aforesaid Motion appointing Mr. Hudson as Township Manager, Mr. Hudson and the Board have agreed in principle to the terms and conditions of his employment as Township Manager, and are interested in setting forth in writing those terms and conditions, to be effective as of April 8, 2024.

NOW, THEREFORE, in consideration of the employment of Mr. Hudson, by the Township, his appointment by the Board as Township Manager, the services to be rendered to the Township as Township Manager, and for other good and valuable consideration, and intending to be legally bound hereby, Mr. Hudson and the Township agree as follows:

1. **Salary.** Effective on the start of work and for all of calendar year 2024, Mr. Hudson's annual salary shall be \$160,000 to be paid at the same payroll interval (currently every two weeks) as other employees of the Township. Hours of work are to include normal Township hours of operation (5 days per week/40 hours per week) Monday through Friday, and any additional hours (including night meetings) necessary to properly perform the job of Township Manager. As this is a salaried, managerial position, there is no overtime compensation, and Mr. Hudson will be an at-will employee, which means that Mr. Hudson's employment can be terminated at any time, for any reason, with or without cause, and with or without notice. Future salary levels (i.e., for all years beyond calendar year 2024) will be determined by the Board.

2. Annual Performance Evaluation. The Board shall perform an annual written performance evaluation of Mr. Hudson to be conducted on or around the anniversary date of employment and each year thereafter. The Board shall meet and discuss with Mr. Hudson those specific areas of Mr. Hudson's job responsibilities, which are to be the subject of formal evaluation, and attempt in good faith to agree to the form to be used for such evaluation.

3. Pension Plan. Mr. Hudson shall be permitted to participate in the Township's Money Purchase Pension Plan currently maintained by the Township through Fidelity Investments and Affiliated Financial Planners, LLC (the "Pension Plan"). A pension contribution by Mr. Hudson shall be deducted through payroll on a bi-weekly basis which shall be at a minimum of 6% and a maximum of 8% as selected by Mr. Hudson. The Township's contribution for the Pension Plan is a match to Mr. Hudson's contribution of either 6% or 8% maximum contribution. Normal retirement age is 62 and vesting is 6 years.

4. Paid Time Off. Mr. Hudson shall have 300 hours per year; any unused days will be allowed to accumulate, with the Board's approval, to one half of the prior year's accrued and unused PTO. Following the first year, the amount of PTO may be increased based upon the distraction of the Board.

5. Professional Dues and Training. The Township will pay the annual membership dues for the Association of Pennsylvania Municipal Managers (APMM), International City Managers Association (ICMA), and other associations as requested. Subject to the prior approval of the Board, Mr. Hudson shall be permitted to attend, at Township expense, the conferences, meetings, and continuing education seminars of APMM, ICMA, and other professional training seminars.

6. Medical Insurance, Prescription, Dental, Vision. The Township Manager position provides for coverage in a Capital Blue Cross PPO health care plan which may be amended from time to time by the Township that provides individual and/or family coverage for health, dental, vision, and prescription, and other medical insurance plans as the Township may designate from time-to-time. Currently, the medical plan has doctor co-pays of \$10 and the prescription plan has co-pays of \$10/\$20/\$40. Mr. Hudson will pay for 7.5% of the health care premium through payroll deduction (in 2024 approximately \$46.74 single; \$119.39 family coverages every two-weeks' pay period). After one year of service, Mr. Hudson can elect not to receive health care through the Township and will be eligible for an insurance stipend in the amount of \$2,000/annually.

7. Life Insurance. Mr. Hudson shall receive Township-paid term life insurance coverage equal to three (3) times annual earnings to a maximum of \$300,000 commencing after six (6) months of employment with the Township at no cost to Mr. Hudson.

8. Short Term Disability and Long Term Disability Income Protection. The Township shall provide to Mr. Hudson, at no cost, the short term disability and long term disability plans currently in place with the Township.

9. Cell Phone. The Township will reimburse Mr. Hudson for the use of his cellphone at the rate of \$55/per month.

10. Township Vehicle. The Township shall provide Mr. Hudson with use of a Township Vehicle. Such use of the Township Vehicle shall be to commute to and from the Township and for other Township duties. Use of the Township Vehicle shall not be permitted for any personal use whatsoever.

11. Holidays. Mr. Hudson shall be entitled to ten (10) paid holidays in accordance with those recognized in any calendar year by the Township, plus a choice of two (2) floating holidays.

12. At-Will Nature of Employment. Mr. Hudson and the Board understand and agree that Mr. Hudson's employment is at-will and may be terminated by the Board, in its sole and absolute discretion, at any time, for any reason, with or without cause. Since this is an at-will Agreement, this Agreement has no specific term of employment. The use of the word "cause" in this Agreement does not alter the "at-will" status of Mr. Hudson's employment by the Township.

13. Termination and Severance. In the event Mr. Hudson is terminated by the Township for anything other than a failure to adequately perform duties or willful misconduct, the Township shall provide a severance payment equal to three (3) months' salary of the then current rate of pay plus any and all unused vacation leave. In the event that Mr. Hudson is terminated because of willful misconduct, the Township shall provide Hudson with a written statement setting forth its intention to terminate Hudson's employment with the Township at least 30 days prior to the effective date of such termination, and the Township shall have no obligation to pay any severance to the Mr. Hudson. For this purpose, willful conduct shall be defined as:

- a. Violation by Mr. Hudson of any law of the Commonwealth of Pennsylvania which provides that such violation constitutes a misdemeanor or felony;
- b. Willful disobedience by Mr. Hudson of orders or directives of the Board of Supervisors;
- c. Immoral conduct or indecency on the part of Mr. Hudson;
- d. Falsification by Mr. Hudson of Township records or other Township information;
- e. Theft by Mr. Hudson of Township property or possessions;
- f. Possession by Mr. Hudson of, sales or attempted sale of, or the use of controlled substances;
- g. Wanton or willful disregard for the Township's interests;

h. Negligence indicating an intentional disregard of the Township's interests or of the Manager's duties or obligations.

14. Conflict. In the event that there is a conflict between the terms of this Agreement and the Township's Manager Ordinance, the Ordinance shall govern.

15. Resignation by Manager. Should Mr. Hudson desire to resign his position as Township Manager, Mr. Hudson shall provide the Township with thirty (30) days written notice in the advance of the effective date of Mr. Hudson's resignation.

16. Modification of Agreement. This Agreement may be modified by the parties hereto by further agreement in writing and signed by the parties, and shall not be considered modified by any oral discussions, understandings, or agreement.

17. Jurisdiction and Venue. This Agreement shall be governed by and construed according to the substantive laws of the Commonwealth of Pennsylvania and the parties hereto expressly consent and agree that venue and jurisdiction for any dispute arising out of this Agreement shall be exclusively in the Court of Common Pleas of Northampton County.

17. Bond. Hudson shall, prior to taking office, give bond to the Township, with sufficient surety, and in such amounts as the Board shall approve, from time to time, and conditioned on Hudson's faithful performance of duties under this Agreement. The cost of the bond shall be paid by the Township.

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

WITNESS:

_____(SEAL)
Mark Hudson

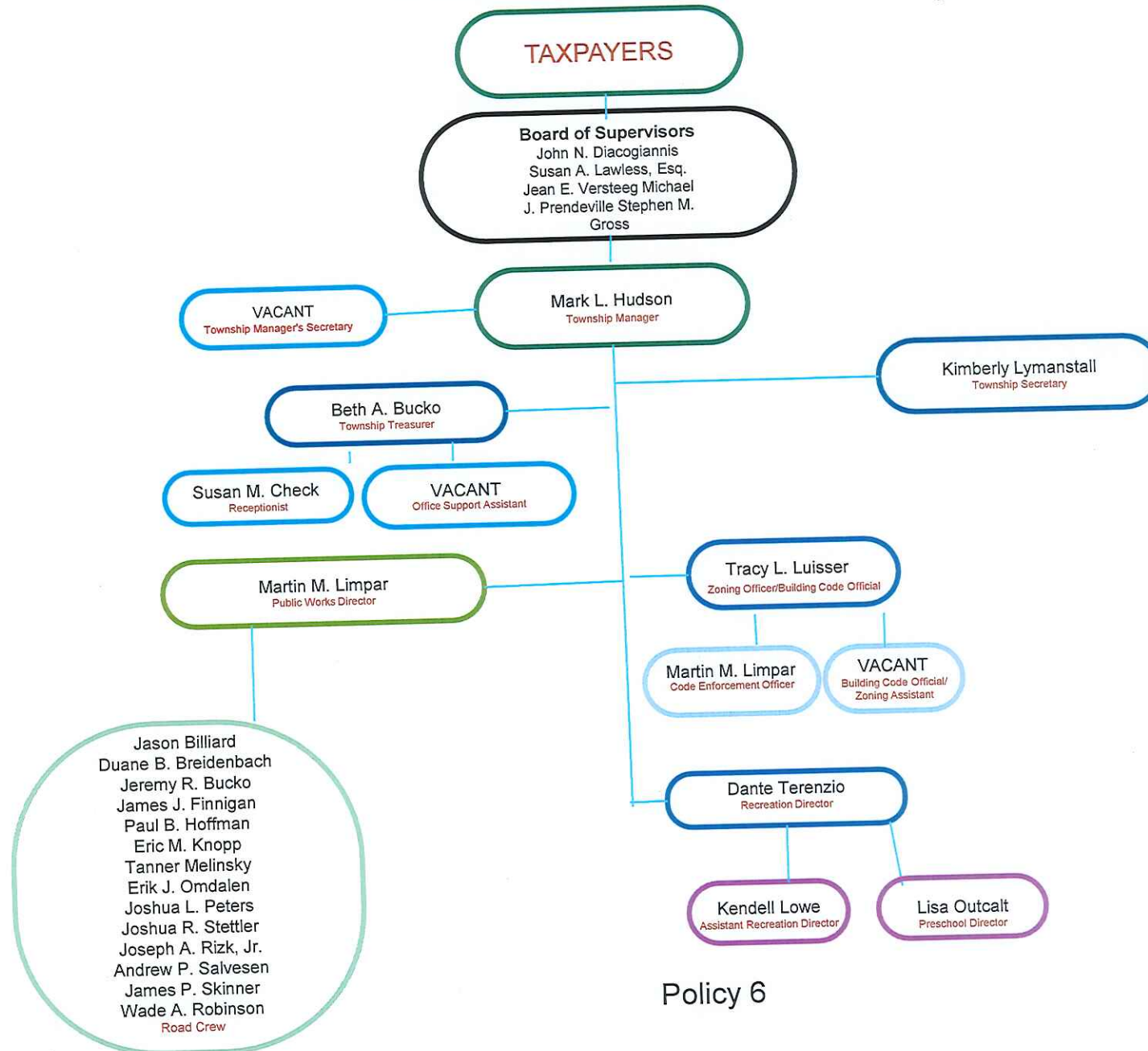
ATTEST:

**HANOVER TOWNSHIP
BOARD OF SUPERVISORS**

By: _____
Kimberly Lymanstall, Secretary

By: _____
Susan A. Lawless, Chair

Hanover Township



Policy 6 Organization Chart

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

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

Adopted April 9, 2024

Policy 6

RESOLUTION 24 – 12
HANOVER TOWNSHIP – NORTHAMPTON COUNTY

WHEREAS, The Board of Supervisors of Hanover Township (“Township”), Northampton County, Pennsylvania (“Applicant”) desires to apply for grants with Pennsylvania Broadband Development Authority (“Authority”), PA Department of Community & Economic Development from the COVID-19 ARPA Capital Projects Fund Multi-Purpose Community Facility Projects; and

Be it **RESOLVED**, that the Board of Supervisors of Hanover Township of Northampton County hereby request a COVID-19 ARPA Capital Projects Fund Multi-Purpose Community Facility Projects grant of \$2,000,000.00 from the Pennsylvania Broadband Development Authority, PA Department of Community & Economic Development to be used for a new roof and HVAC system at the Hanover Township Community Center.

NOW THEREFORE, IT IS FURTHER RESOLVED THAT:

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

RESOLVED this 9th day of April 2024.

ATTEST

BOARD OF SUPERVISORS
Hanover Township,
Northampton County

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

By: _____
Susan A. Lawless, Chair
Board of Supervisors

I hereby certify that this Resolution was adopted by the Board of Supervisors, Hanover Township, Northampton County, this 9th day of April 2024 and said Resolution has been recorded in the Minutes of the Board of Supervisors of Hanover Township and remains in effect as of this date.

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