

**HANOVER TOWNSHIP  
PROPOSED WORK PROGRAM  
AFHBD DISTRICT AMENDMENTS**

**TASKS:**

1. Perform a detailed review of (1) the existing provisions of the Aircraft Flightpath Highway Business District (AFHBD); (2) the proposed Majestic Hanover Flex Center presentation; (3) the proposed Zoning Ordinance amendment for the Majestic Hanover Flex Center use; (4) related correspondence from the Lehigh Valley Planning Commission and Hanover Staff; and (5) review comments from Urban Research & Development Corporation. Identification of discussion topics for the initial meeting with the Planning Commission (or Review Committee). Prepare and distribute a list of potential items to be investigated as part of the amendment process.

Schedule Allotment: 2 weeks

Estimate: 30 hours

2. Prepare for and meet with the Planning Commission (or a special Review Committee created by the Board of Supervisors) to determine the items to be investigated as part of the amendment process. This may include, but not be limited to, the following:
  - Uses to be permitted in the District – by right, special exception, and conditional use, including uses permitted in a “Business Park.”
  - Changes to existing buffering and other dimensional requirements in the District.
  - Limitations on through truck traffic on Orchard Lane.

Estimate: 12 hours

3. Based on the results of the initial Review Meeting, prepare a draft AFHBD amendment and distribute same to all parties for review prior to the second Review Meeting.

Schedule Allotment: 4 weeks

Estimate: 40 hours

4. Prepare for and meet with the Planning Commission (or Review Committee) to discuss the draft amendment and agree on any proposed changes to the draft.

Estimate: 8 hours

5. Based on the results of the second Review Meeting, prepare a revised draft amendment and distribute same to all parties for review prior to the third Review Meeting (including the Township Solicitor).

Schedule Allotment: 3 weeks

Estimate: 24 hours

6. Prepare for and meet with the Planning Commission (or Review Committee) to discuss the revised draft amendment and agree on any proposed changes to the draft.

Estimate: 8 hours

7. Prepare and distribute a final draft amendment.

Schedule Allotment: 3 weeks

Estimate: 16 hours



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

**NOTICE OF VIOLATION**

**CERTIFIED MAIL: 9589 0710 5270 0227 8702 85**

January 29, 2024

**Vanwhy Scott D & Brittany L**  
**1108 Marble Circle**  
**Bethlehem, PA 18017**

**RE: 1108 Marble Circle** Parcel No.: M6 23 4-16 0214

A visual inspection of the property located at 1108 Marble Circle, Bethlehem, PA 18017 in Hanover Township, Northampton County, on January 25, 2024 confirms the following violation(s) exist:

**Conditions Found / Corrective Action Required: Failed to replace (2) street trees. Your Permit number Z23-0003 expired on 1/12/2024 and the trees need to be replaced. Select from the large tree list "trees to be used without overhead wires". MUST BE REPLACED BY June 1, 2024. THIS IS YOUR FINAL NOTICE.**

**Offense Code: Section 168: Sub-Section: 5-B Shade tree protection and permit requirements.**

**Offense Description: B. Shade tree protection and permit requirements.**

(1) Prohibited activities. It shall be unlawful for any reason, except in case of immediate necessity for protection of life or property, to top; break; climb with spurs on; injure in any manner; place any rope, guy wire, cable, signs, poster or other fixtures on; injure, misuse or remove any device placed to protect; fasten any animal, thing, or object to; or place any animal, thing or object so as to cause injury to, any shade tree.

(2) Permitted activities. The following activities may be permitted upon issuance of a permit in accordance with the permit procedures specified in this chapter:

- (a) Removal. No shade tree shall be removed without a permit for such activity. The permit applicant must demonstrate a valid reason for the proposed tree removal. Any shade tree which is removed for any reason shall be replaced by the property owner at the expense of the property owner with a tree of type, size and shape that conforms to the specifications provided for in the Township approved shade tree list. The Board of Supervisors' approval of a subdivision or land development plan or a site plan showing removal of identified shade trees shall constitute permit approval for this work.



(b) **The penalty for this offense is as follows:** § 168-8 Violations and penalties.

A. Any person who violates or permits a violation of this chapter shall, upon conviction in a summary proceeding brought before a Magisterial District Judge under the Pennsylvania Rules of Criminal Procedure, be guilty of a summary offense and shall be punishable by a fine of not less than \$100 nor more than \$2,000, plus costs of prosecution. In default of payment thereof, the defendant may be sentenced to imprisonment for a term not exceeding 90 days. Whenever such person shall have been notified by the Board of Supervisors or by service of summons in prosecution, or in any other way, that he or she is committing such violation, then after any such notification, any continuing violation shall constitute a separate offense punishable by like fine or penalty.

B. In the case of damage or destruction of a shade tree without approval of the Board of Supervisors, each tree damaged or destroyed shall constitute a separate violation of this chapter. Such fines or penalties shall be collected as prescribed by law.

C. Payment of a fine for a violation shall not relieve the owner of the requirement to replace shade trees as required by this chapter.

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Please be advised that if the violation is not resolved within the afore-mentioned time frame; the Township will commence with appropriate actions for compliance.

**Your Right to Appeal**

Any person aggrieved by any action of the Township or its designee relevant to the provisions of this chapter may appeal using the appeal procedures established in the Pennsylvania Municipal Planning Code.

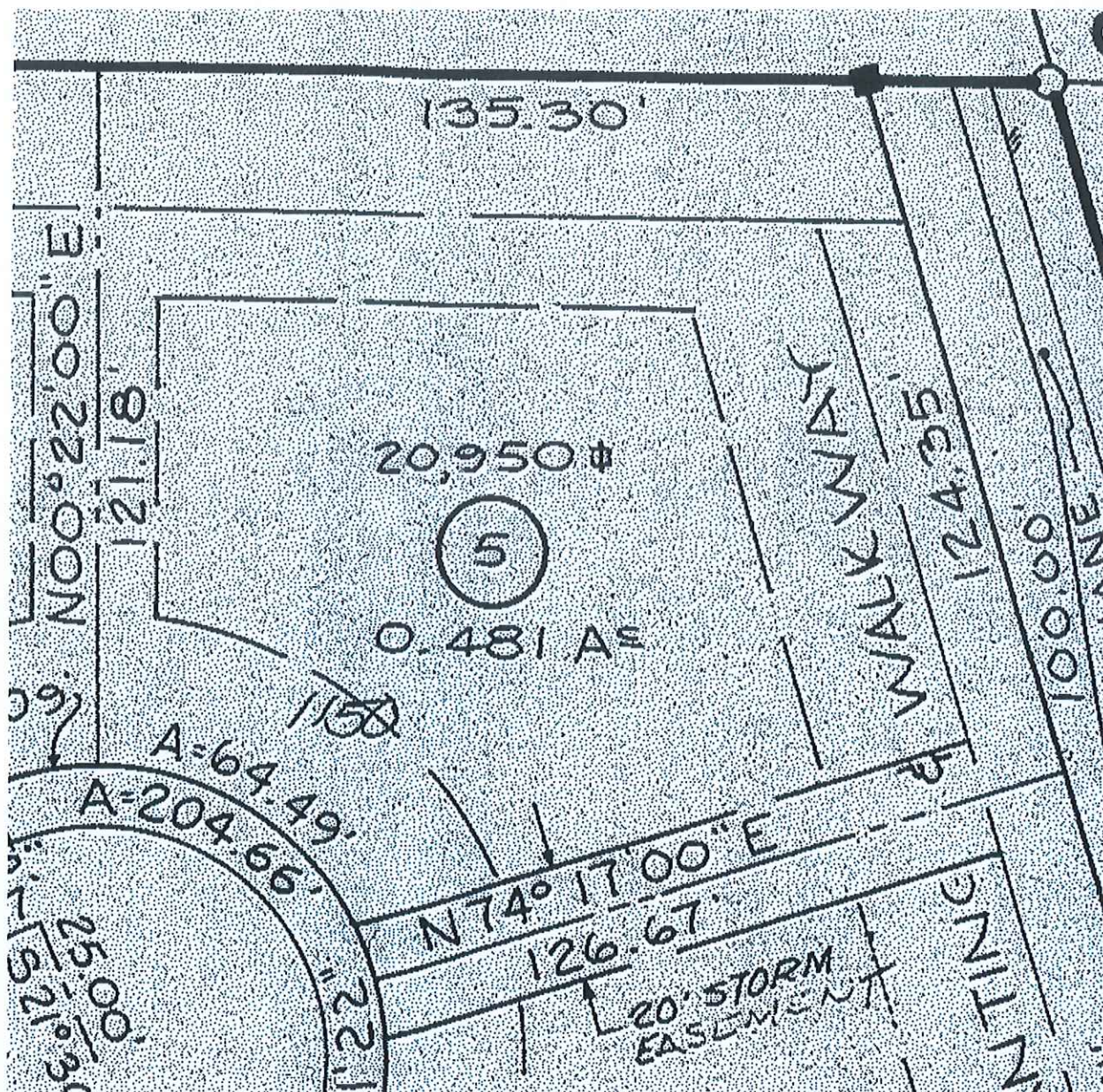
Your prompt attention to this matter is greatly appreciated. Please contact me at 610-866-1140 with any further questions.

HANOVER TOWNSHIP, NORTHHAMPTON COUNTY

Tracy Luisser  
B.C.O. and Code Enforcement Officer  
Hanover Township, Northampton County  
/tl

cc: Shade Tree Advisory Board









**Prepared by/Return to:**

Broughal & DeVito, L.L.P.

38 West Market Street

Bethlehem, PA 18018

(610) 865-3664

Northampton County Tax Parcel I.D. No: M5 7 2-10A 0214

**HOLD HARMLESS  
INDEMNIFICATION AGREEMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA**, a Pennsylvania municipal corporation, with an address at 3630 Jacksonville Road, Bethlehem, Pennsylvania 18017 ("Township") and **AHC OF HANOVER, LLC**, with an address at 3370 High Point Boulevard, Bethlehem, Pennsylvania 18017 ("Advanced") and **BOYER BETHLEHEM SNF LC**, 101 S 200 E STE 200, Salt Lake City, Utah, 84111-3112 ("Owner").

**RECITALS**

- A. Boyer Bethlehem SNF LC is the owner of Northampton County Tax Parcel I.D. No: M5 7 2-10A 0214 located at 3370 High Point Boulevard, Bethlehem, Pennsylvania 18017 (the "Property");
- B. Following land development, Advanced now utilizes the Property as a tenant in operation of a short-term rehabilitation facility pursuant to a separate lease with Owner;
- C. Eight (8) bollards (the "Bollards") to be located at the front of the main building and at a rear accessory building on the Property were determined to be in conflict with Advanced's operations and not installed despite being proposed on the Record Plan;
- D. Owner has requested that Bollards, also included on the improvements estimate, be removed from the final close out documents for full financial release;

E. The Township Engineer has confirmed the Bollards were not subject to installation pursuant to the Township's Subdivision and Land Development Ordinance but solely proposed by Owner.

F. The Township Board of Supervisors has agreed to this deviation from the Record Plan conditioned upon the execution and recordation of this Agreement.

***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 at length.

2. Advanced and Owner, their successors and assigns, hereby agree to hold the Township harmless and indemnify the Township, its officers, Supervisors, appointees, employees, consultants, agents, independent contractors and assigns (the "Indemnified Parties") from and against any and all claims, actions, damages, suits, expenses (including reasonable attorneys' fees), liabilities and the like, in law or in equity, and of any kind and nature, in connection with the Bollards not being installed on the Property, which action does not conform to the Record Plan.

3. In the event the Indemnified Parties are made a party to any litigation commenced by or against the Indemnified Parties in connection with this matter, then Advanced and/ or Owner shall protect and hold harmless the Indemnified Parties and shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by the Indemnified Parties in connection with any such litigation.



4. This Agreement shall be binding upon Advanced and Owner, their successors, and assigns, and shall inure to the benefit of the Township, its successors and assigns.

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

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

7. The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

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

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

**[SIGNATURE PAGE TO FOLLOW]**



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 \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Hanover Township, Northampton County, and that he/she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township by himself as \_\_\_\_\_.

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

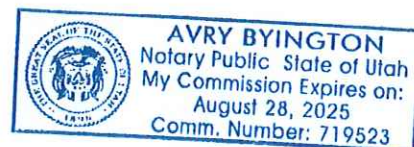
\_\_\_\_\_  
NOTARY PUBLIC

COMMONWEALTH/STATE OF Utah )  
 ) ss:  
COUNTY OF Salt Lake )

**ON THIS**, the 17 day of April, 2024, before me, the subscriber, a Notary Public in and for the said County and State, the undersigned officer, personally appeared Brian Cochran known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

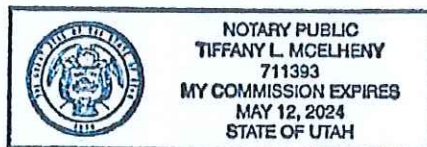
Avry Byington  
NOTARY PUBLIC



COMMONWEALTH/STATE OF Utah )  
COUNTY OF Davis ) ss:

ON THIS, the 17th day of April, 2024, before me, the subscriber, a Notary Public in and for the said County and State, the undersigned officer, personally appeared Joseph B. Walker, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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



Tiffany McElheny  
NOTARY PUBLIC



***IN WITNESS WHEREOF***, the parties hereto have set forth their hands and seals on

the date first above written.

WITNESS:

**HANOVER TOWNSHIP,  
NORTHAMPTON COUNTY**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESS:


**BOYER BETHLEHEM SNF**


LC

By:   
Print Name: Spencer Summers  
Title: Project manager

By:   
Print Name: Brian Gochnour  
Title: Manager

**AHC OF HANOVER, LLC**

By:   
Print Name: Kyle Johnson  
Title: General Counsel

By:   
Print Name: Joe Walker  
Title: President

**[NOTARY PAGE TO FOLLOW]**

# **INDEMNIFICATION AGREEMENT**

***THIS INDEMNIFICATION AGREEMENT***, made the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **HANOVER TOWNSHIP, NORTHAMPTON COUNTY**, a municipal corporation with an address of 3630 Jacksonville Road, Bethlehem, Pennsylvania 18017 (hereinafter "Township").

- A N D -

**LVHN REALTY HOLDING COMPANY**, a Pennsylvania non-profit corporation, with an address of c/o LVHN, 2100 Mack Boulevard, Allentown, Pennsylvania 18103 (hereinafter "Developer").

## **W I T N E S S E T H:**

WHEREAS, Developer desires to develop certain land in the Township as shown on the Land Development Plan for UHS/Behavioral Health Hospital (hereinafter referred to as "Development") consisting of a 144 bed behavioral hospital and attached medical office building at 1755 West Macada Road, in accordance with Township regulations and a Site Plan Improvements Agreement, and Site Plan Maintenance Agreement (collectively "Development Agreements") to be executed hereinafter; and

WHEREAS, Developer is desirous of commencing site work in connection with the Development prior to the execution of the Development Agreements, and the posting of security to assure completion of the municipal improvements described in the Development Agreements (The "Improvements"); and

WHEREAS, Developer has agreed to indemnify and hold the Township harmless from all claims and damages arising from or relating to the Development pursuant to the terms and conditions herein set forth, and to post appropriate escrow funds to assure proper payment of engineering and legal fees incurred in conjunction with the Development.

NOW, THEREFORE, in consideration of the premises herein contained, the parties hereto hereby agree as follows, intending to be legally bound hereby:

1. Developer is entitled to commence demolition, earthmoving and related site work necessary in connection with the Development in accordance with this Agreement (the "Work"). Developer is authorized to commence the Work prior to execution of the Development Agreements, and the posting of related security for the Improvements.



2. Developer hereby agrees to exonerate, indemnify and save harmless the Township, its Supervisors, Township Engineer and Solicitors, appointees, consultants and employees, and its other agents, independent contractors, or assigns (hereinafter jointly and severally called "Township") from any and all claims, actions, awards, verdicts and judgments, together with reasonable counsel fees, based upon or arising out of the approval of any and all aspects of the Work (the plans of which are filed in the Township Municipal Building and incorporated herein by reference thereto), for damages or injuries, including death, to person or properties caused by or sustained in connection with the Work and any conditions created by the Work; and if requested by the Township, to assume without expense to Township, the defense of any claims or actions against the Township arising out of any of the approvals made by the Township of the Work created, controlled or effectuated by Developer, its agents, independent contractors, employees or assigns (the "Indemnification Requirements").

3. Developer shall throughout the time of performing the Work hereunder, carry with insurance companies commercial general liability insurance, which coverage shall be at least One Million Dollars (\$1,000,000.00) (each occurrence), Two Million Dollars (\$2,000,000.00) (aggregate) for personal injury and/or death, and at least One Million Dollars (\$1,000,000.00) for property damage, naming the Township, its officers, supervisors, consultants, appointees, employees, agents, independent contractors or assigns, including but not limited to its engineers and solicitors, inspectors and zoning officer as additional insureds in order to protect and insure said parties against any and all liability with respect to the approval of the Work contemplated by the terms of this Agreement, and shall furnish the parties with a Certificate of Insurance evidencing Developer's compliance with this requirement prior to commencing the Work.

4. The aforesaid insurance coverage shall be renewed at the expense of the Developer and the certificates shall be provided to the Township until all the Work shall have been completed.

5. In the event that the Developer shall fail to provide the required insurance certificates, Developer authorizes the Township to obtain said insurance and to pursue any and all legal remedies necessary to collect the costs of obtaining said insurance from Developer, its successors or assigns.

6. This obligation to exonerate, indemnify and save the Township harmless shall constitute a covenant running with the land, and upon transfer of the Premises or any part thereof, the said obligation shall pass to any grantee of Developer as to the portion or portions so transferred.

7. In addition to the Indemnification Requirements, Developer shall post with the Township the sum of Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars to be used for payment of all reasonable legal and engineering costs incurred by Township in connection with the Development, including but not limited to (1) costs, expenses and fees incurred for the observation and inspection of the Work performed by Developer on those Improvements dedicated or to be dedicated for public use to Township, and for

the observation of such other Work as the Township engineer is empowered by law to observe, (2) costs, expenses and fees incurred in the preparation and enforcement of all Development Agreements, (3) costs, expenses and fees incurred in enforcing the ordinances and regulations of Township and statutes of the Commonwealth of Pennsylvania in conjunction with or arising from the Work. The sums posted shall be replenished by Developer to the full \$25,000.00 from time to time, as and when the amount posted falls below \$5,000.00.

8. Developer further agrees as follows:

- a. To submit a Site Work Permit to the Township with a drawing showing the limits of the proposed demolition, earthmoving and a written sequence of construction that has been approved by Hanover Engineering Associates, Inc.; and
- b. Schedule a preconstruction meeting with the Township.

9. The terms of this Agreement shall be null and void upon the happening of all of the following two (2) events:

- a. Execution of the Development Agreements with the Township regarding the Development; and
- b. Posting of an irrevocable letter of credit or other appropriate security to assure the construction of all Improvements.

***IN WITNESS WHEREOF***, the parties hereto have caused this Agreement to be properly executed the day and year first above written.

ATTEST:

HANOVER TOWNSHIP,  
NORTHAMPTON COUNTY

By: \_\_\_\_\_  
Kimberly Lymanstall, Secretary

By: \_\_\_\_\_  
Susan A. Lawless, Chair  
Board of Supervisors

WITNESS:

LVHN REALTY HOLDING COMPANY,  
a Pennsylvania non-profit corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_





FITZPATRICK  
LENTZ & BUBBA  
ATTORNEYS AT LAW

eschock@flblaw.com  
Direct Dial: 610-797-9000 ext 355

April 18, 2024

**VIA E-MAIL (klymanstall@hanovertwp-nc.org)**

Board of Supervisors  
Hanover Township – Northampton County  
3630 Jacksonville Road  
Bethlehem PA 18017-9302  
Attn: Ms. Kimberly Lymanstall, Township Secretary

**Re: Land Development Approval  
Expansion Plan—3865 Adler Place**

Dear Board:

We represent 90 Highland, LLC (“Owner”), which acquired the above property in September 2021. The property had previously been approved for an expansion of the existing office building. My client’s understanding is that unless extended that approval expires on April 20, 2024.

As the Board is aware, Owner is in the process of redeveloping the adjacent property to 3865 Adler Place. While that redevelopment plan will incorporate the above property, while efforts continue to finalize that plan, Owner does wish to extend the approval for above expansion. Accordingly, Owner requests an extension of that approval through July 31, 2024.

Please place this matter on an upcoming agenda of the Board of Supervisors, at which time a representative can appear to answer any questions. Thank you for your consideration.

Very truly yours,

  
Erich J. Schock

EJS/sk

cc: 90 Highland, LLC (via email)

Michael P. Shay  
mshay@sskdllaw.com

Joanne Kelhart  
jkelhart@sskdllaw.com

Richard ("Ricky") E. Santee  
santee10@sskdllaw.com



Richard E. Santee, Jr.  
rsantee76@sskdllaw.com

Michael C. Deschler  
mcdeschler@sskdllaw.com

Matthew J. Deschler  
mjdeschler@sskdllaw.com

April 16, 2024

*Via first-class U.S. mail and email to klymanstall@hanovertwp-nc.org*

Kimberly Lymanstall, Township Secretary  
Hanover Township, Northampton County  
3630 Jacksonville Road  
Bethlehem, PA 18017

*RE: Arcadia Development Corporation – Preliminary/Record Plan Submission for Proposed  
Industrial Development, Dated April 10, 2023, last revised October 31, 2023 – 300  
Gateway Drive – Hanover Project No. H23-21  
MPC Extension to May 31, 2024*

Dear Ms. Lymanstall:

I am counsel for Arcadia Development Corporation. The above-referenced preliminary/final land development and lot consolidation plan has been submitted to the Township and is pending before the Board of Supervisors, which has at present until April 30, 2024, to act and render a decision on the plan pursuant to Section 508 of the Municipalities Planning Code ("MPC"), 53 P.S. § 10508. Please consider this letter as a request and agreement, pursuant to Section 508(3) of the MPC, 53 P.S. § 10508(3), to extend the time for the Board of Supervisors to act and render a decision on the plan to May 31, 2024. Thank you for your attention to this correspondence. Please confirm that the above-referenced plan shall not be on the April 23, 2024, Board of Supervisors' agenda. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

SHAY, SANTEE, KELHART & DESCHLER LLC

  
Matthew J. Deschler

As authorized by:

ARCADIA DEVELOPMENT CORPORATION

By:

  
Richard E. Thulin, President

44 East Broad Street  
Suite 210  
Bethlehem, PA 18018

www.sskdllaw.com  
Tel: (610) 691-7000  
Fax: (610) 691-3529



941 Marcon Boulevard  
Suite 801  
Allentown, PA 18109  
Main: 877 627 3772  
<http://colliersengineering.com>



April 17, 2024

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

4000-4030 Airport Road – Extension Request  
Northgate 1- 2-lot Subdivision, Northgate 1 Land Development, Northgate 1 Lot Consolidation Plan, and  
4000-4030 Airport Road Lot Consolidation & Land Development Plan  
Colliers Engineering & Design Project No. 21007876A

Dear Ms. Lymanstall,

In accordance with Municipalities Planning Code we request a ninety (90) calendar day extension for the following items:

- Northgate 1- 2-lot Subdivision – Improvements Deadline
- Northgate 1 Land Development – MPC Deadline
- Northgate 1 Lot Consolidation Plan – Record Plans Conditions Deadline
- 4000-4030 Airport Road Lot Consol. & Land Dev. – MPC Deadline

If the extensions are granted, the deadlines would be extended to July 30, 2024.

Please let me know if you have any questions, or if you need any additional information.

Sincerely,

Colliers Engineering & Design, Inc.  
(DBA Maser Consulting)

A handwritten signature in black ink, appearing to read "C. Roseberry".

C. Richard Roseberry, P.E., AICP  
Senior Principal/Regional Manager

\\corp.collierseng.com\files\Projects\2021\21007876A\Correspondence\OUT\231215\_CRR - Hanover Township NC Extension Letter.docx

**HANOVER TOWNSHIP  
NORTHAMPTON COUNTY**

PROCLAMATION NO. 2024 - 4

**A PROCLAMATION  
ARBOR DAY**

**WHEREAS**, Arbor Day has been celebrated since 1872; and

**WHEREAS**, trees are a renewable resource that must be managed and protected, we, the Hanover Township Northampton County Shade Tree Advisory Board, dedicate ourselves and encourage others to protect this wonderful resource in our Township; and

**WHEREAS**, trees can be a solution to combatting climate change, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and

**WHEREAS**, trees in our Township enhance the vitality of our Township and beautify our community; and

**WHEREAS**, the tree planted at Hanover Elementary School in honor of this special day celebrates and is dedicated to enhancing the educational experiences of current and future students; and

**WHEREAS**, Hanover Township, Northampton County, in the Commonwealth of Pennsylvania, has met the rigorous requirements set forth by the National Arbor Day Federation and is hereby declared to be a Tree City USA, joining over 3600 other communities across America;

**NOW THEREFORE**, we, the Shade Tree Advisory Board, along with the Board of Supervisors, proclaim Arbor Day in Hanover Township as April 27, 2024.

**APPROVED** and adopted this this 23<sup>rd</sup> day of April 2024.

ATTEST:

HANOVER TOWNSHIP, NORTHAMPTON  
COUNTY, PENNSYLVANIA

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KIMBERLY R. LYMANSTALL,  
Secretary – Board of Supervisors

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SUSAN A. LAWLESS, ESQ.,  
Chair – Board of Supervisors





# Document G701™ – 2017

## Change Order

<b>PROJECT:</b> (name and address) Hanover Township Municipal Pool 3650 Jacksonville Road Bethlehem, PA 18017	<b>CONTRACT INFORMATION:</b> Contract For: Hanover Twp. Mun. Pool Date: December 22, 2023	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 012 Date: April 8, 2024
<b>OWNER:</b> (name and address) Hanover Township 3650 Jacksonville Road Bethlehem, PA 18017	<b>ARCHITECT:</b> (name and address) BKP Architects 1525 Locust Street, 5th Flr. Philadelphia, PA 19102	<b>CONTRACTOR:</b> (name and address) Helm Construction Co. 44 Pheasant Run Road Orwigsburg, PA 17961

### THE CONTRACT IS CHANGED AS FOLLOWS:



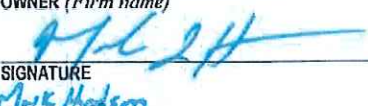
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Provide and install additional sod, in lieu of seeding, in locations as diagrammed on the attached COR #25.

The original <u>(Contract Sum)</u> <del>(Guaranteed Maximum Price)</del> was	\$	\$6,745,325.00
The net change by previously authorized Change Orders	\$	\$458,420.26
The <u>(Contract Sum)</u> <del>(Guaranteed Maximum Price)</del> prior to this Change Order was	\$	\$7,203,745.26
The <u>(Contract Sum)</u> <del>(Guaranteed Maximum Price)</del> will be <u>(increased)</u> <del>(decreased)</del> <del>(unchanged)</del> by this Change Order in the amount of	\$	\$15,064.82
The new <u>(Contract Sum)</u> <del>(Guaranteed Maximum Price)</del> , including this Change Order, will be	\$	\$7,218,810.08
The Contract Time will be <u>(increased)</u> <del>(decreased)</del> <del>(unchanged)</del> by	( 0 ) days.	
The new date of Substantial Completion will be	May 1, 2024	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

BKP Architects	Helm Construction Co.	Hanover Township
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
		
SIGNATURE	SIGNATURE	SIGNATURE
Joseph Powell, AIA LEED AP, Principal	Michael Wright, VP Operations	John L. Finnigan, Township Manager
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
4-8-24	4/8/24	4-8-24
DATE	DATE	DATE

## Kimberly Lymanstall

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**From:** Brien Kocher <bkocher@hanovereng.com>  
**Sent:** Friday, April 19, 2024 9:33 AM  
**To:** Kimberly Lymanstall  
**Subject:** FW: Hanover Pickleball Court Project  
**Attachments:** schedule.pdf

Respectfully,  
Brien Kocher  
Vice President, CFO



Hanover Engineering Associates, Inc.  
252 Brodhead Road, Suite 100  
Bethlehem, PA 18017-8944  
Telephone – 610.691.5644  
Fax – 610.691.6968  
Email – [bkocher@hanovereng.com](mailto:bkocher@hanovereng.com)  
Web – [www.hanovereng.com](http://www.hanovereng.com)

---

**From:** Bruno Ventresca <bruno@dbutilitycontractors.com>  
**Sent:** Friday, April 19, 2024 5:01 AM  
**To:** Brien Kocher <bkocher@hanovereng.com>; Dominic Sumpolec <dominic@dbutilitycontractors.com>  
**Subject:** Re: Hanover Pickleball Court Project

**CAUTION: EXTERNAL EMAIL - VERIFY BEFORE CLICKING ON LINKS OR OPENING ATTACHMENTS**

Attache please find a revised schedule, we ask the schedule be extended to June 1, 2024.

**Bruno Ventresca**  
**DB Utility Contractors**  
**LB Construction Enterprises**  
**Horizon Sports Group**  
**610 972 1879**



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# Hanover Pickleball Courts

4/19/2024

## Progress Schedule

		WEEK OF																															
	ACTIVITY	30-Oct	6-Nov	13-Nov	20-Nov	27-Nov	4-Dec	11-Dec	18-Dec	25-Dec	1-Jan	8-Jan	15-Jan	22-Jan	29-Jan	5-Feb	12-Feb	19-Feb	26-Feb	4-Mar	11-Mar	18-Mar	25-Mar	1-Apr	8-Apr	15-Apr	22-Apr	29-Apr	6-May	13-May	20-May	27-May	3-Jun
1	Mobilization & Demobilization																																
2	Erosion Controls																																
3	Clearing And Grubbing																																
4	Pickleball Court																																
	Grading																																
	Stone Base																																
	Base Pave																																
	Wearing Course																																
5	Acrylic Resurfacer/Leveler																																
6	Court Paint																																
7	Court Line Striping																																
8	Fencing																																
	Footers & Sleeves																																
	Posts																																
	Fabric																																
9	UnderDrain																																
10	Pickleball Nets & Posts																																
	Footers & Sleeves																																
	Posts & nets																																
11	Landscape Resortaion																																
	Spread Topsoil																																
	Seed																																



# HanoverEngineering

252 Brodhead Road • Suite 100 • Bethlehem, PA 18017-8944

Phone: 610.691.5644 • Fax: 610.691.6968 • HanoverEng.com

Hanover Township  
Storm Drainage Facilities Study  
Supplemental Report May 2021  
**Cost Update**  
**April 2024**  
H20-29

<u>Drainage Study Point</u>	<u>Location</u>	<u>Updated Estimate</u>
1.	Curve at Faulkner on Stoke Park Road	\$88,430.00
2.	Stoke Park Road at Chaucer	Under Construction
3.	Lord Byron Drive at Stoke Park	Under Construction
4.	Paine – 2725 Jacksonville Road	\$15,000.00
5.	4189 – Wellesley Road	\$60,000.00
6.	4330 & 1434 Wellesley Road/Colgate Drive	Work is incorporated into Farmhouse Village
7.	Jacksonville Road between Gaspar and Stafore	\$60,000.00



## **2024 PAVING BID OPENING MINUTES**

**April 16, 2024**

The Bids for the Hanover Township Road Paving Work were opened at the Hanover Township Municipal Building, 3630 Jacksonville Road, Bethlehem, Pennsylvania, 18017 at 2:00 P.M.

Present for the opening was the Township Manager, Mark Hudson, Public Works Director, Martin Limpar, and a Barker and Barker Representative, Vincent.

It was noted that the Bids have been duly advertised and the Secretary has proof of publication.

The following bids were opened:

1. Bracalente Construction, Inc: 700 Savage Rd. Suite 15, Northampton, PA 18067
  - a. 10% Bid Bond enclosed
  - b. Total bid price: \$167,481.30
2. Barker & Barker Paving & Excavating : 910 14<sup>th</sup> Ave. Bethlehem, PA 18018
  - a. 10% Bid Bond enclosed
  - b. Total bid price: \$181,996.85
3. Grace Industries, Inc., 7171 Airport Road, Bath, PA 18014
  - a. 10% Bid Bond enclosed
  - b. Total bid price: \$176,289.00

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

The bid opening concluded at 2:05 P.M.

Mark Hudson  
Township Manager