

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 from litter, noise and lighting and pedestrians and children.

(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

Chapter 185. Zoning

Formatted: Font: 16 pt

Article XIV. Zoning Hearing Board

§ 185-54. Conditional Uses.

(4) Warehousing and storage ~~uses 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 from litter, noise and lighting and pedestrians and children.
- (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) ~~No~~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 exceed 50% of the square footage in a building.

Chapter 185. Zoning

Article VIII. Employment Districts

§ 185-38. Regulations applicable to AFHBD Aircraft Flightpath Highway Business District.

E. Conditional uses. Only the following building types and uses shall be permitted pursuant to Board of Supervisors approval, in accordance with the review procedures and use restrictions described in § 185-54, Conditional uses, of this chapter and the use restrictions described therein:

[Amended 5-22-2012 by Ord. No. 12-02]

- (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.
[Added 2-23-2021 by Ord. No. 21-1]

**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

ORDINANCE NO. 23 - _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF HANOVER, COUNTY OF NORTHAMPTON, COMMONWEALTH OF PENNSYLVANIA, TO AMEND THE HANOVER TOWNSHIP ZONING ORDINANCE CHAPTER 185 OF THE CODIFIED CODE OF THE TOWNSHIP OF HANOVER TO PROVIDE FOR THE AMENDMENT OF CHAPTER 185, SECTION 185-35.D BY ADDING A LIMITED SERVICE HOTEL AND MOTEL ESTABLISHMENT AS A USE PERMITTED BY CONDITIONAL USE IN THE PIBD DISTRICT AND FOR THE AMENDMENT OF SECTION 185-54.E.(9) OF THE CODIFIED CODE OF THE TOWNSHIP OF HANOVER TO ESTABLISH CRITERIA FOR SAID USE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to the Pennsylvania Municipalities Planning Code, 53 P.S. 1010 et seq., the Board of Supervisors of the Township of Hanover, Northampton County, Pennsylvania, desires to amend Chapter 185 Zoning, Section 185-35.D of the Codified Code of the Township of Hanover by adding a limited service hotel and motel establishment as a use permitted by conditional use in the PIBD District and to amend Chapter 185 Zoning, Section 185-54.E.(9) of the Codified Code of the Township of Hanover to establish criteria for said use in the PIBD District; and

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

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

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

SECTION 1. The Board of Supervisors of Hanover Township, Northampton County, Pennsylvania, under powers vested by the “Second Class Township Code” of Pennsylvania and the authority and procedures of the “Pennsylvania Municipalities Planning Code,” as amended, as well as

other laws of the Commonwealth of Pennsylvania, does hereby enact and ordain the following amendments to the Hanover Township Zoning Ordinance, as amended.

SECTION 2. Chapter 185 Zoning, Section 185-35.D of the Codified Code of the Township of Hanover is hereby amended by amending the existing Zoning Ordinance to add the following as subsection (278):

“(278) Limited service hotel and motel establishments, subject to the approval of the Board of Supervisors and restrictions contained in §185-54.E.(9).”

SECTION 3. Chapter 185 Zoning, Section 185-54.E.(9)(a) and Section 185-54.E.(9)(c) of the Codified Code of the Township of Hanover are hereby amended by amending those subsections of Section 185-54.E.(9) to read as follows:

“(a) In the PORR District, the limited service hotel and motel establishment use shall only be allowed in the four-hundred-foot-wide “no residential” strip along arterial streets or highways. In the PIBD District, the limited service hotel and motel establishments shall only be allowed within 750 feet of an arterial street on a lot abutting an arterial street and within 2500’ of an interchange with U.S. Rte. 22.

“(c) In the PORR District, the limited service hotel and motel establishments use shall only have access to a street at a signalized intersection. In the PIBD District, the limited service hotel and motel establishments shall be located on a corner lot that adjoins a signalized intersection.”

SECTION 4. Chapter 185 Zoning, Section 185-54.E.(9) of the Codified Code of the Township of Hanover is hereby amended by adding the following subsections:

“(h) In the PIBD District, the limited service hotel and motel establishment shall have no oversized parking spaces, except as otherwise may be required in this Zoning Ordinance. In addition, signage shall be erected at locations determined by the Township Board of Supervisors

during the land review process that prohibits the parking of oversized/utility vehicles and tractor-trailers on the property;

“(i) In the PIBD District, the limited service hotel and motel establishment shall not be a monthly rate hotel and not be intended primarily for use by long-term visitors. Long-term visitors are visitors who stay for a period of more than 30 consecutive days. Further, no room shall include a full-sized stove or oven.”

SECTION 5. If a court of competent jurisdiction declares any provision of this amendment to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provisions of this amendment to the Hanover Township Zoning Ordinance shall continue to be separately and fully effective.

SECTION 56. All provisions of Township ordinances and resolutions or parts thereof that were adopted prior to this amendment to the Hanover Township Zoning Ordinance and that are in conflict with this amendment to the Hanover Township Zoning Ordinance are hereby repealed.

SECTION 67. This Ordinance shall become effective in five (5) days.

ATTEST:

By: _____
Township Secretary

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA

By: _____
Name: _____
Title: _____

ORDINANCE NO. 23 - _____

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF HANOVER, COUNTY OF NORTHAMPTON, COMMONWEALTH OF PENNSYLVANIA, TO AMEND THE HANOVER TOWNSHIP ZONING ORDINANCE CHAPTER 185 OF THE CODIFIED CODE OF THE TOWNSHIP OF HANOVER TO PROVIDE FOR THE AMENDMENT OF CHAPTER 185, SECTION 185-35.D BY ADDING A LIMITED SERVICE HOTEL AND MOTEL ESTABLISHMENT AS A USE PERMITTED BY CONDITIONAL USE IN THE PIBD DISTRICT AND FOR THE AMENDMENT OF SECTION 185-54.E.(9) OF THE CODIFIED CODE OF THE TOWNSHIP OF HANOVER TO ESTABLISH CRITERIA FOR SAID USE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT HERewith; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to the Pennsylvania Municipalities Planning Code, 53 P.S. 1010 et seq., the Board of Supervisors of the Township of Hanover, Northampton County, Pennsylvania, desires to amend Chapter 185 Zoning, Section 185-35.D of the Codified Code of the Township of Hanover by adding a limited service hotel and motel establishment as a use permitted by conditional use in the PIBD District and to amend Chapter 185 Zoning, Section 185-54.E.(9) of the Codified Code of the Township of Hanover to establish criteria for said use in the PIBD District; and

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

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

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

SECTION 1. The Board of Supervisors of Hanover Township, Northampton County, Pennsylvania, under powers vested by the “Second Class Township Code” of Pennsylvania and the authority and procedures of the “Pennsylvania Municipalities Planning Code,” as amended, as well as

other laws of the Commonwealth of Pennsylvania, does hereby enact and ordain the following amendments to the Hanover Township Zoning Ordinance, as amended.

SECTION 2. Chapter 185 Zoning, Section 185-35.D of the Codified Code of the Township of Hanover is hereby amended by amending the existing Zoning Ordinance to add the following as subsection (28):

“(28) Limited service hotel and motel establishments, subject to the approval of the Board of Supervisors and restrictions contained in §185-54.E.(9).”

SECTION 3. Chapter 185 Zoning, Section 185-54.E.(9)(a) and Section 185-54.E.(9)(c) of the Codified Code of the Township of Hanover are hereby amended by amending those subsections of Section 185-54.E.(9) to read as follows:

“(a) In the PORR District, the limited service hotel and motel establishment use shall only be allowed in the four-hundred-foot-wide “no residential” strip along arterial streets or highways. In the PIBD District, the limited service hotel and motel establishments shall only be allowed within 750 feet of an arterial street on a lot abutting an arterial street and within 2500’ of an interchange with U.S. Rte. 22.

“(c) In the PORR District, the limited service hotel and motel establishments use shall only have access to a street at a signalized intersection. In the PIBD District, the limited service hotel and motel establishments shall be located on a corner lot that adjoins a signalized intersection.”

SECTION 4. Chapter 185 Zoning, Section 185-54.E.(9) of the Codified Code of the Township of Hanover is hereby amended by adding the following subsections:

“(h) In the PIBD District, the limited service hotel and motel establishment shall have no oversized parking spaces, except as otherwise may be required in this Zoning Ordinance. In addition, signage shall be erected at locations determined by the Township Board of Supervisors

during the land review process that prohibits the parking of oversized/utility vehicles and tractor-trailers on the property;

“(i) In the PIBD District, the limited service hotel and motel establishment shall not be a monthly rate hotel and not be intended primarily for use by long-term visitors. Long-term visitors are visitors who stay for a period of more than 30 consecutive days. Further, no room shall include a full-sized stove or oven.”

SECTION 5. If a court of competent jurisdiction declares any provision of this amendment to be invalid in whole or in part, the effect of such decision shall be limited to those provisions expressly stated in the decision to be invalid, and all other provisions of this amendment to the Hanover Township Zoning Ordinance shall continue to be separately and fully effective.

SECTION 6. All provisions of Township ordinances and resolutions or parts thereof that were adopted prior to this amendment to the Hanover Township Zoning Ordinance and that are in conflict with this amendment to the Hanover Township Zoning Ordinance are hereby repealed.**SECTION 7.** This Ordinance shall become effective in five (5) days.

ATTEST:

By: _____
Township Secretary

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA

By: _____
Name: _____
Title: _____



FITZPATRICK
LENTZ & BUBBA
ATTORNEYS AT LAW

eschock@flblaw.com

February 13, 2024

VIA: EMAIL: klymanstall@hanovertwp-nc.org

Ms. Kimberly Lymanstall
Township Secretary
Hanover Township – Northampton County
3630 Jacksonville Road
Bethlehem PA 18017-8456

**Re: 90 Highland, LLC
90 Highland Avenue Road Improvements**

Dear Ms. Lymanstall:

My office represents 90 Highland, LLC, which is redeveloping the property at 90 Highland Avenue in the Township. Applicant is requesting to appear before the Board of Supervisors at its meeting on February 27, 2024 to discuss easements that Applicant needs from certain property owners along the west side of Route 512 to install its required roadway improvements.

There are six (6) involved property owners. Applicant successfully acquired the needed rights from four (4) of those owners. However, Applicant has not received responses from two (2) of the owners, despite its diligent efforts in that regard.

Jaindl Land Company (the owner of Applicant) is requesting the potential assistance of the Township for the improvement of Route 512 in this area. Please confirm you can place this item on the agenda for February 27, 2024.



FITZPATRICK
LENTZ & BUBBA
ATTORNEYS AT LAW

If you require any additional information in advance of the meeting, please contact me. Thank you for your assistance.

Very truly yours,

A handwritten signature in blue ink that reads 'Erich J. Schock'.

Erich J. Schock

EJS/sk

cc: James L. Broughal, Esquire
90 Highland, LLC

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT, made the 27 day of February, 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 -

90 HIGHLAND LLC, a Pennsylvania limited liability company, with an address of 3150 Coffetown Road, Orefield, Pennsylvania 18069 (hereinafter "Developer").

WITNESSETH:

WHEREAS, Developer desires to develop certain land in the Township as shown on the Preliminary/Record Land Development Plans for Jaindl Land Company and the Preliminary Record Land Development Plan for Jaindl Land Company Proposed Commercial Development (hereinafter referred to as "Development") 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 Fifteen Thousand and 00/100 (\$15,000.00) 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 \$15,000.00 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:

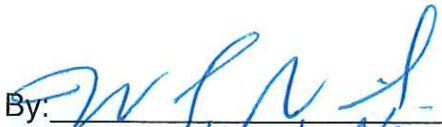
HANOVER TOWNSHIP,
NORTHAMPTON COUNTY


By: _____,
Secretary

By: _____,
Chairman
Board of Supervisors

ATTEST:

90 HIGHLAND LLC
A Pennsylvania limited liability company

By: 
Print Name: Wendy Nicolas
Title: General Counsel

By: 
Print Name: David Jandt
Title: President



January 23, 2024

Hanover Township Northampton County
3630 Jacksonville Rd.
Bethlehem, PA 18017
Attn: Beth Bucko

RE: Hanover Senior Living Development Plan Extension

Dear Beth,

Our company, Columbia Pacific Advisors, LLC on behalf of our development entity Columbia Wegman Hanover, LLC, (Developer) of Hanover Senior Living located at 4700 Bath Pike is requesting an extension be granted for the improvements deadline. We request the deadline be extended to June 18, 2024 to complete the irrigation spray field work associated with these improvements due to having to winterize the system prior to final inspection. De-winterization is expected to take place mid to late April, weather depending.

Respectfully,

Vicki Peditto

Digitaly signed by Vicki Peditto
DN: cn=Columbia Pacific Advisors, o=Columbia Pacific Advisors, email=vicki.peditto@columbia-pacific.com, c=US
Date: 2024.01.23 11:54:25-0800

Vicki Peditto
Development Manager
Columbia Wegman Hanover, LLC by Columbia Pacific Advisors LLC, its Manager



HanoverEngineering

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

February 8, 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 H20-17

Dear Kim:

We have completed a final site improvements inspection of the above-referenced project in response to an email from Spencer Summerhays, The Boyer Company, dated January 25, 2024. The following final site improvements inspection punchlist items shall be satisfactorily addressed:

1. All inlets need DEP prohibition against pollutants disc epoxied on inlet tops.
2. Curb joint sealing is required within the road right of way.
3. Eight bollards included on the improvements estimate are missing according to the Record Layout Plan.
4. Final revised as-built plans still need to show:
 - a. Adjoining Lot 10B water service actual location.
 - b. Adjoining Lot 10B sanitary sewer lateral location with wye off the run from Existing Sanitary Manhole to Manhole 1.
 - c. Added drop installed in the existing manhole.
5. Certification of Pins and Monuments.
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.

Ms. Kimberly Lymanstall
Township Secretary/Assistant Treasurer

2

February 8, 2024

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\H20-17-AdvancedHealthCareConditionalUse\Docs\02-08-24-AdvancedHealthCare-ImprovementsInspectionLtr.doc

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

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



February 19, 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 25 Pa. Code §102.6(c)(2), 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 May 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", written over a horizontal line.

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

**HANOVER TOWNSHIP
NORTHAMPTON COUNTY**

Resolution 2024 – 10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HANOVER TOWNSHIP – NORTHAMPTON COUNTY, PENNSYLVANIA, ESTABLISHING THE COMPENSATION OF THE ZONING OFFICER/BUILDING CODE OFFICIAL FOR 2024.

WHEREAS, the Board of Supervisors on an annual basis establishes compensation for the Zoning Officer/Building Code Official.

THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED on this day that compensation for the Zoning Officer/Building Code Official \$48,000.00 (\$1,846.15 bi-weekly) per year, payable bi-weekly from the General Fund of the Township. Effective date of salary is January 23, 2024. These positions are salaried for forty hours per week and are Exempt.

Any resolution or part of this resolution conflicting with any other resolution shall be and the same is hereby repealed insofar as the same affects this resolution.

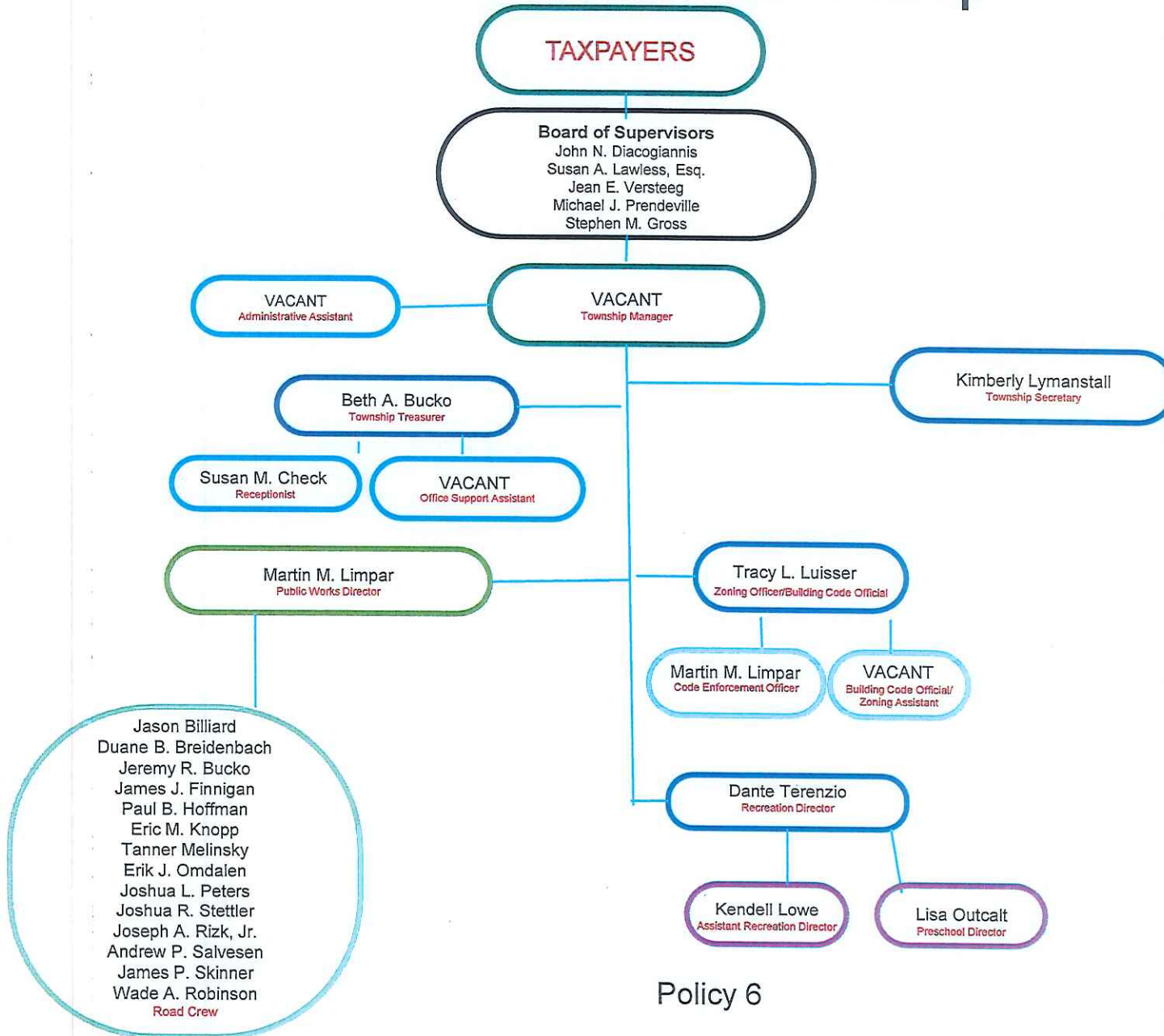
RESOLVED AND ENACTED this 27th day of February 2024.

**BOARD OF SUPERVISORS
Hanover Township,
Northampton County**

**Kimberly R. Lymanstall, Secretary
Board of Supervisors**

**Susan A. Lawless, Esq., Chair
Board of Supervisors**

Hanover Township



Policy 6

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 February 13, 2024

STATEMENT OF WORK: Hanover Township (Northampton County) - 9 Computer Replacements

(Technology Project)

This Statement of Work ("**Statement of Work**" or "**SOW**" adopts and incorporates by reference the terms and conditions of the Master Services Agreement (the "**Master Agreement**"), between **CAPITAL CITY COMPUTERS LLC DBA INTERMIXIT** ("**Service Provider**" or "**IntermixIT**") and Hanover Township (Northampton County) ("**Customer**") on _____ and will remain in effect until the Term set forth in below in Section 3, unless earlier terminated in accordance with the Master Agreement. Transactions performed under this Statement of Work will be conducted in accordance with and be subject to the terms and conditions of this Statement of Work and the Master Agreement.

Capitalized terms used but not defined in this Statement of Work shall have the meanings set out in the Master Agreement.

1. **Scope of Work.** Generally, Service Provider shall perform the following Services:

1. Build Image and Deploy to newly procured hardware
2. Travel to Hanover Township and Install (9) new computers
3. Turn down, remove, and load all (9) existing computers and bring back to recycle
4. Provide new computer support time
5. Update documentation

2. **Exclusion from Service:** The following are expressly excluded from and not included in the Services. If services listed are required by Customer, a new Scope of Work would be required to properly set expectations. (This list below is not intended to be exhaustive and is not fully inclusive.)

- **Cabling:** adding new network drops;
- **Printer and/or Copier maintenance:** disassembly or other related troubleshooting to hardware/firmware related to the hardware unit;
- **Website Services:** design, optimization, database management, or any item related to performance of a website;
- **Database Administration:** building of queries, optimization, performance standardization or any item generally considered database administration;

INTERMIXIT
We Drive IT Success

4309 LINGLESTOWN RD.
HARRISBURG, PA 17112
717.914.0102
INTERMIXIT.COM

3. Pricing; Term; payment; license. All costs listed below are based on the scope and assumptions included in this Statement of Work:

Item:	Assumptions/Details:
One time fees: \$4,095.00	<ul style="list-style-type: none">• \$4,095.00 - Flat rate service labor associated with "Section 1 Scope of Work" listed above

Services outside the scope of this Statement of Work (and not covered by a separate Statement of Work) (including items noted as "Exclusion of Services" in this Statement of Work) and Services provided after hours (i.e, other than from (i.e., Monday-Friday 8 am to 5 pm ET) will be priced at \$150.00/hour.

With the purchase of Services, Service Provider grants to Customer a non-exclusive worldwide license to use managed services software (the "**Licensed Software**") in accordance with this SOW, and during the Term. Customer will not be granted any title or further rights of ownership to the Licensed Software.

4. **Response Times.** It is difficult for Service Provider to set response times for many of the Services, as many Services are complex services, and response may vary. When Customer contacts Service Provider, Service Provider will prioritize the incident and will endeavor to respond no later than 4 business hours after the Customer contacts Service Provider, with "Emergency" situations prioritized first.

INTERMIXIT
We Drive IT Success

4309 LINGLESTOWN RD.
HARRISBURG, PA 17112
717.914.0102
INTERMIXIT.COM

As the setting of "priority" for an incident carries such an important weight in the delivery of a Service, it is imperative that this is carried out in a consistent and fair manner for all customers of Service Provider. The following are general descriptions and illustrations of what the priority levels may include:

Priority	Definition	Example
Emergency	All users on a site unable to work	<ul style="list-style-type: none"> • Virus Outbreak • Email server failure • Server crash • Network failure
High	1 user unable to work or all users greatly inconvenienced	<ul style="list-style-type: none"> • Single virus • Users machine crashed • Internet outage* • Important File unavailable • Printer problem for important meeting
Medium	1 user unable to perform a single function or experiencing inconvenience	<ul style="list-style-type: none"> • Application fault • File unavailable
Low	General question, inquiry or problem that does not affect any user's ability to work	<ul style="list-style-type: none"> • How do I...? • How much would ...cost?

*Note that an Internet outage is not an emergency priority as it is held with a 3rd party internet service provider.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed as of the Effective Date by their respective duly authorized officers.

Hanover Township (Northampton County)



(Kimberly)

Name: Kimberly Lymanstall

Title:

Hanover Township (Northampton County)



(Susan)

Name: Susan Lawless

Title:

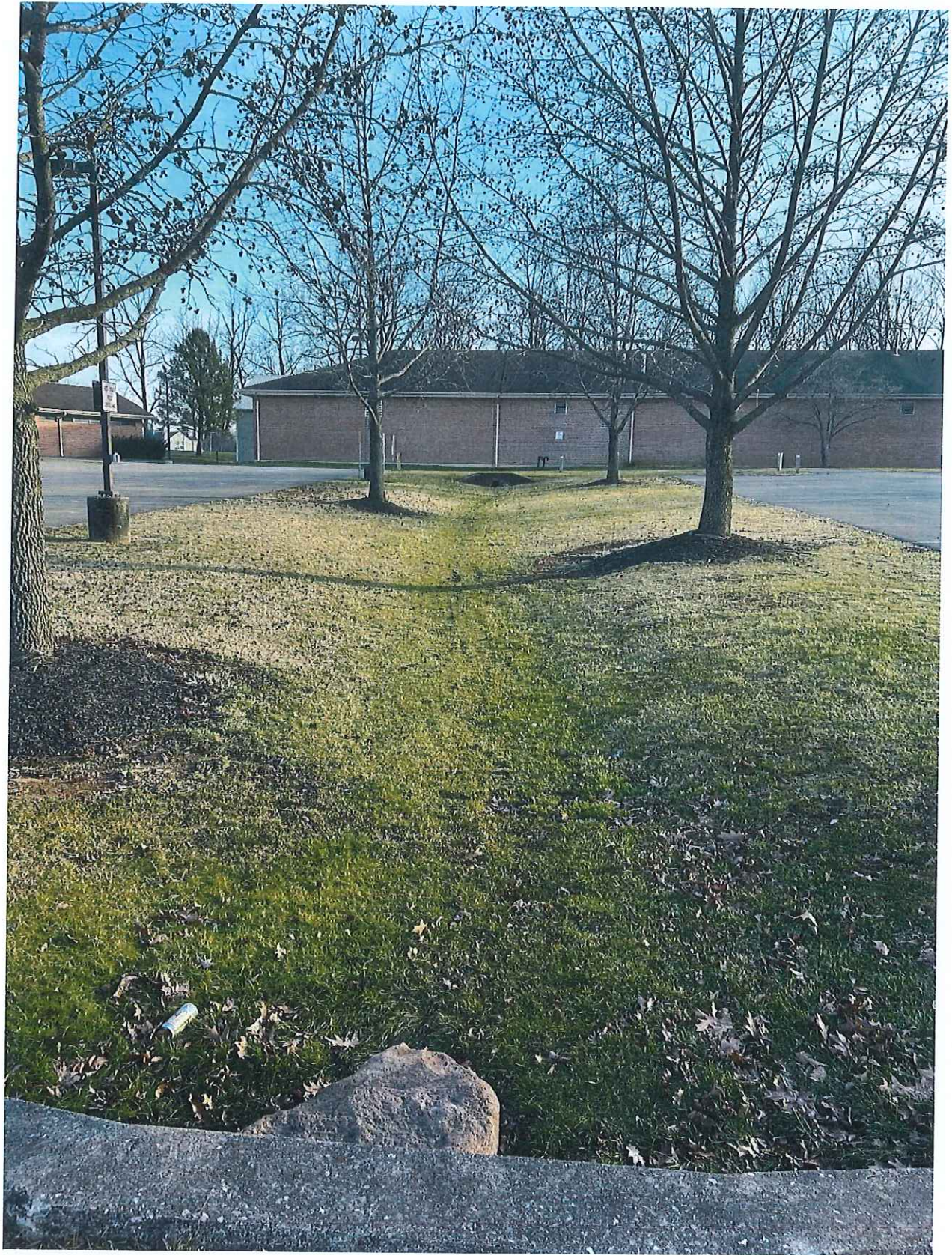
CAPITAL CITY COMPUTERS LLC DBA INTERMIXIT

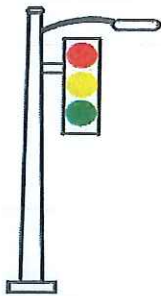


(Shawna)

Name: Shawna Barrick

Title: Project Coordinator





COST ESTIMATE

Q#23-168

TELCO, INC.

1224 Cross Keys Road

Reading, PA 19605

Phone: 610/916-6200 Fax: 610/916-1377

email: gyutko29@gmail.com or cwaligor@comcast.net

Submitted To: Hanover Township
Address: 3630 Jacksonville Road
Bethlehem, PA 18017

Date: October 5, 2023
Job Name: Mast Arm Pole Replacement
Location: SR 512 & Highland Avenue
Northampton County

Attention: Jay

We hereby submit specifications and estimates for:

Cost Estimate to replace Mast Arm Pole on Highland Ave damaged due to MVA.

45' Mast Arm -8800 Standard	\$43,500.00
Foundation Removal 1' below grade	\$1,800.00
Trucks & Equipment	\$3,660.00
Labor	\$8,496.00
Signs	\$1,500.00
Estimated Cost	\$58,956.00

*** Itemized invoice will be sent upon completion of work.

Notes:

1. Lead Time for pole delivery is 22-26 weeks.
2. Upon pole delivery, installation will be with in 4 - 6 weeks.

Township has represented that this Project is not subject to [state/federal] prevailing wage rates. As a result, Telco has bid this job using non-prevailing wage rates. In the event that this job is later determined to be subject to [state/federal] prevailing wage rates, Township agrees to an automatic change order to make Telco whole for the increase in wages, fringe benefits, payroll tax ramifications, overhead and for lost profit. Further, the Township agrees that it will reimburse Telco for any penalties, fines and interest it may have incurred as a consequence of relying on the Township's representation that the project is not subject to [state/federal] prevailing wage rates.

The Township further agrees to indemnify, hold harmless, and defend Telco., its agents, employees, representatives, officers, directors, stockholders, members, managers and parent, subsidiary and affiliated companies (the "Indemnified Parties") from and against any and all liability for loss, damage or expense for which the Indemnified Parties may be held liable for any reason relating to failure to abide by the relevant [state/federal] prevailing wage rates, if such prevailing wages rates are later determined to be applicable to the Project.

We hereby propose to furnish material and labor- complete in accordance with above specifications, for the sum of:

Fifty Eight Thousand Nine Hundred Fifty Six Dollars and Zero Cents

\$58,956.00

Payment to be made as follows:
Upon Completion

Quoted By:

Gregg V. Gytko

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this quotation. All agreements contingent upon strikes, accidents or delays beyond our control. Telco, Inc. employees are fully covered by Workmen's Compensation insurance.

Acceptance of Estimate

The above prices, specs & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(name and address)</i> Hanover Township Municipal Pool 3650 Jacksonville Road Bethlehem, PA 18017	CONTRACT INFORMATION: Contract For: Hanover Twp. Mun. Pool Date: December 22, 2023	CHANGE ORDER INFORMATION: Change Order Number: 011 Date: 02-21-24
OWNER: <i>(name and address)</i> Hanover Township 3650 Jacksonville Road Bethlehem, PA 18017	ARCHITECT: <i>(name and address)</i> BKP Architects 1525 Locust Street, 5th Flr. Philadelphia, PA 19102	CONTRACTOR: <i>(name and address)</i> Heim Construction Co. 44 Pheasant Run Road Orwigsburg, PA 17961

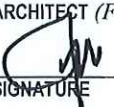


THE CONTRACT IS CHANGED AS FOLLOWS:

(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.)

The original <u>(Contract Sum)</u> (Guaranteed Maximum Price) was	\$	\$6,745,325.00
The net change by previously authorized Change Orders	\$	\$439,046.90
The <u>(Contract Sum)</u> (Guaranteed Maximum Price) prior to this Change Order was	\$	\$7,184,371.90
The <u>(Contract Sum)</u> (Guaranteed Maximum Price) will be <u>(increased)</u> (decreased) (unchanged) by this Change Order in the amount of	\$	\$10,373.36 <u>02/21/24</u>
The new <u>(Contract Sum)</u> (Guaranteed Maximum Price) , including this Change Order, will be	\$	\$7,203,745.26
The Contract Time will be <u>(increased)</u> (decreased) (unchanged) by		(146) days.
The new <u>date of Substantial Completion</u> 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	Heim Construction Co.	Hanover Township
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Joseph Powell, AIA LEED AP, Principal	Michael Wright, VP Operations	John J. Finnigan, Township Manager
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
02-21-24		12-22-2023
DATE	DATE	DATE



HEIM CONSTRUCTION COMPANY, INC.

1020 Chestnut Road – Orwigsburg, PA. 17961

PHONE: 570-968-4445 • FAX: 570-968-4441

LICENSE: PA 021002

**Change Order Request #24
General Construction**

DATE: 11/30/23

Hanover Township, Northampton County
3630 Jacksonville Road
Bethlehem, PA 18017-9302

RE: Hanover Township Pool Project

TITLE: Time Extension and associated impact

TIME EXTENSION: 160 Calendar days

CHANGE DESCRIPTION: Heim Construction is pleased to present pricing to substantiate our claim for additional time and costs associated with the inability of public utility to timely deliver power to the project due to supply chain shortages of necessary equipment. While it is anticipated 15 working days will be needed to plaster, fill, start pool and conduct training, that time period cannot commence until outside temperatures are consistently above freezing for a sustained period of time and there is no risk of water freezing. We anticipate commencing April 24, 2024 and completing by May 15, 2024. Those dates can adjust with favorable temperatures.

Must be complete by May 1, 2023

Total PROPOSED CHANGE ORDER: ADD ~~\$19,511.35~~

\$19,373.36

We propose to furnish labor & material – complete in accordance with the above specifications for the sum of:

Dollars \$ 19,511.35

Payment to be made as follows NET 30 days

This proposal is valid for 20 calendar days from submission. Heim reserve the right to request additional time from the date of approval of this Change Request once have had the opportunity to assess the impact of the change on the progress of scheduled work. We further reserve the right to withdrawal, cancel, modify or void this proposal for any reason at any time.

Accepted: The above prices, specifications and conditions are satisfactory and we hereby authorize you to proceed with the work as specified. Payment will be made as outline above.

Respectfully Submitted

HEIM CONSTRUCTION COMPANY INC

Acceptance Date: _____

By: _____

By: _____

By: _____

Note: This proposal may be withdrawn by us if not accepted in 20 days.

[illegible]

Company	(Total Cost from 2nd Tier Sub Detailed Cost Breakdown)				Total Cost
					\$ -
					\$ -
					\$ -
				Subtotal	\$ -
				10% Overhead, Gen. Supt. & 5% Profit	\$ -
				Total Subcontracts	\$ -
Summary					
				Sub Total Materials	\$ -
				Sub Total Labor	\$ 16,821.05
				Sub Total Equipment	\$ 2,401.96
				Total Subcontracts	\$ -
				Less Deducts (explain seperately)	
				Subtotal	\$ 19,223.01
		1.5000%		% Bond Cost Adjustment on Subtotal	\$ 288.3451
				Total Proposal	\$ 19,511.35

2,266

19,087.05

286.31

19,373.36