

# OTT CONSULTING INC.

CIVIL ENGINEERS · SURVEYORS · LANDSCAPE ARCHITECTS

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ECFA 1801

May 20, 2025

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

**Re: 6904 Steuben Road  
Hanover Township, Northampton County, Pennsylvania  
Preliminary/Record Land Development Plan**

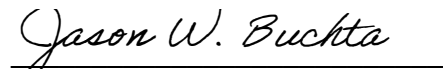
Dear Members:

On behalf of East Coast Facilities, we request a time extension to grant the Township an extension to review the plans for the 6904 Steuben Road project until May 31, 2026.

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

Sincerely,

**OTT CONSULTING INC.**



Jason W. Buchta, R.L.A.  
Senior Landscape Architect

Cc: Justin Gamez, East Coast Facilities  
File



## **HANOVER TOWNSHIP**

## **INVITATION TO BID**

**2026 2027 2028 Option 2029 2030**

**Residential Solid Waste & Recycling**

**Collection, Disposal & Processing Contract**

**Bid #2025-05.01**

**Mandatory Pre-Bid Conference – July 1, 2025, 9 A.M.**

**Deadline for Bid Submission – July 15, 2025, 12 Noon**

**Bid Opening – July 15, 2025, 2:00 P.M.**

Hanover Township, Northampton County, Pennsylvania

May 27, 2025

## **NOTICE TO BIDDERS**

Sealed bids will be received by the Township of Hanover, Northampton County, Pennsylvania, until 12:00 noon local time, July 15, 2025, at the office of the Township Manager, 3630 Jacksonville Road, Bethlehem, PA 18017. All bids will be publicly opened and read out loud at 2:00 P.M. local time, July 15, 2025.

**PROVIDING LABOR AND EQUIPMENT FOR PICK-UP  
TRANSPORTATION AND DISPOSAL AND RECYCLING OF MUNICIPAL  
SOLID WASTE GENERATED FROM APPROXIMATELY 4,040 RESIDENTIAL  
UNITS, INCLUDING 249 CONDOMINIUM UNITS WITHIN THE TOWNSHIP  
OF HANOVER – NORTHAMPTON COUNTY FROM JANUARY 1, 2026  
THROUGH DECEMBER 31, 2030.**

Information packets are available for prospective bidders from Hanover Township, 3630 Jacksonville Road, Bethlehem, PA 18017-9302 at a cost of \$100.00 per packet. All bids shall be tendered on forms provided by the Township in a sealed envelope bearing the bidder's name and local address and shall be marked "PROPOSAL FOR MUNICIPAL SOLID WASTE COLLECTION AND RECYCLING TOWNSHIP OF HANOVER".

Each proposal must be accompanied by either a Cashier's Check or Bid Bond, payable to the Township, in the amount of ten (10%) percent of the bid amount. Said amount shall guarantee that in the event the Contract is awarded to him/her, such party will execute the contract in good faith. Checks or Bonds will be returned to all bidders within ten (10) days after the Contract is executed. All Bonds must be executed by the sureties who are licensed to contract business in the Commonwealth of Pennsylvania, and must be accompanied by a certified, effectively dated copy of the authority to act.

The Township reserves the right to waive any informality in any bid, and to reject any or all bids, or to award any Contract as deemed to be in the Township's best interest. Following the opening of bids, no bid may be withdrawn for a period of thirty (30) days.

Mark L. Hudson  
Hanover Township  
Township Manager  
3630 Jacksonville Road  
Bethlehem, PA 18017  
610-866-1140 x222



## Hanover Township MEMO

**TO:** Hanover Township Board of Supervisors

**FROM:** Mark Hudson, Township Manager

**RE:** BOCA Board, Building Officials and Code Administration

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I recommend that Hanover Township transition from maintaining its own BOCA Board, as required by the Uniform Construction Code (UCC), to joining the Nazareth Council of Governments (Naz COG) BOCA Board as the Township's official Board of Appeals for building construction, structures, and related matters.

The Hanover Township BOCA Board, which serves as a judicial board to review appeals from decisions of the Building Code Official, has been infrequently utilized, with its last meeting occurring in 2021. In contrast, the Naz COG BOCA Board, which Hanover Township is eligible to join, is updated annually and meets more frequently due to its service to multiple townships. Joining the Naz COG BOCA Board would incur no additional cost to the Township and would provide access to a more active and robust appeals process.

Additionally, Hanover Township currently has an Intermunicipal Agreement with East Allen (Ordinance 17-2), allowing East Allen to utilize our BOCA Board. To proceed with joining the Naz COG BOCA Board, we would need to terminate this agreement. I have contacted East Allen, and they have confirmed their understanding of our position and have alternative options for their BOCA Board needs.

**RESOLUTION 2025 – 11**  
**HANOVER TOWNSHIP – NORTHAMPTON COUNTY**

**WHEREAS**, The Board of Supervisors of Hanover Township (“Township”), Northampton County, Pennsylvania (“Applicant”) desires to apply for a grant with the Northampton County Department of Community and Economic Development (“Authority”) from the 2025 Grow NORCO grant program.

Be it **RESOLVED** that the Board of Supervisors of Hanover Township, Northampton County hereby requests a 2025 Grow NORCO grant of \$50,000 from the Northampton County Department of Economic & Community Development to be used to remove & replace the bleachers in the gymnasium at the Hanover Township Community Center located at 3660 Jacksonville Rd, Bethlehem, PA 18017.

**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 27<sup>th</sup> day of May 2025.

ATTEST

BOARD OF SUPERVISORS  
Hanover Township,  
Northampton County

By: \_\_\_\_\_  
Kimberly R. Lymanstall, Secretary  
Board of Supervisors

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

I hereby certify that this Resolution was adopted by the Board of Supervisors, Hanover Township, Northampton County, this 27th day of May 2025 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.

\_\_\_\_\_  
Kimberly R. Lymanstall, Secretary  
Board of Supervisors, Hanover Township -  
Northampton County



**J. Jackson Eaton, III**

33 S. Seventh Street, P.O. Box 4060  
Allentown, PA 18105  
Direct Dial Number 610/871-1315  
jeaton@grossmcginley.com

**ATTORNEYS**

HOWARD S. STEVENS  
J. JACKSON EATON, III  
ANNE K. MANLEY  
VICTOR F. CAVACINI  
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STUART T. SHMOOKLER  
JOHN F. GROSS  
LOREN L. SPEZIALE\*†  
ALLEN I. TULLAR  
SAMUEL E. COHEN\*  
ADRIAN K. COUSSENS\*  
R. NICHOLAS NANOVIC\*~  
SARAH HART CHARETTE\*  
KELLIE L. RAHL-HEFFNER  
PHILIP D. LAUER  
JASON A. ULRICH  
ZACHARY R. FOWLER  
VICTORIA A. STRUNK  
ROBERT M. CAMPBELL  
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ANDREW D. HOFFMAN  
MICHAEL S. HORVATH, II  
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SEAN P. DUFFY

MALCOLM J. GROSS, Ret.  
PAUL A. MCGINLEY, Ret.  
DONALD LABARRE, Jr., Ret.  
MICHAEL A. HENRY, Ret.

Of Counsel:  
PATRICK J. REILLY ~

\*Also admitted in DC  
~Also admitted in FL  
\*Also admitted in MA  
\*Also admitted in NJ  
\*Also admitted in NY

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33 S. Seventh Street  
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Allentown, PA 18105  
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**Easton Office:**  
101 Larry Holmes Dr., Suite 202  
Easton, PA 18042  
Phone: 610.258.1506  
Fax: 610.258.0701

**Stroudsburg Office**  
411 Main Street, Suite 101  
Stroudsburg, PA 18360  
Phone: 570.990.1544  
Fax: 610.820.6006

March 11, 2025

Susan A. Lawless, Esquire  
3060 Jacksonville Road  
Bethlehem PA 18017-9302

Re: Lehigh Northampton Airport Authority Real Estate Tax Exemption and Immunity  
Payment of Costs of Residential Waste & Recycling Collection Contracts

Dear Susan,

We are pleased that Hanover Township, Northampton County has asked our firm to provide legal services to it with regard to two issues: 1) Determining whether property owned by the Lehigh-Northampton Airport Authority in the Township would be exempt or immune from real estate property taxes if leased to a third party and developed for nonaviation-related commercial purposes; and 2) Determining whether a change by the Township in the manner it funds costs of its residential waste and recycling collection contracts from fees charged by the Township to residents to funding directly from general tax revenues could be successfully challenged by businesses which currently and would continue to contract with and pay waste and recycling collectors directly for such services? This letter sets forth the understanding concerning our representation of Hanover Township which is referred to as "you" in this letter.

1. This agreement is effective upon receipt of this letter signed and returned to us.

2. Our billing would be at an hourly rate of \$225 for partners and \$220 for associates for municipal clients and \$175 - \$185 per hour for law clerks or paralegals. This hourly rate will prevail until further notice, after which, due to rising costs and overhead expenses, the hourly rate will be subject to increase in accordance with the then existing hourly rate schedule. Fractions of hours are computed in periods of not less than .2 of an hour and the interruption of other work is taken into consideration in our billing system. If some of the work on your matter can be done by an associate or law clerk whose hourly time rates are substantially lower than mine to the extent that their time is utilized the overall fee will be lower. You will not be billed for clerical or secretarial time.

3. We will bill you monthly, using our regular billing format, on a time-expended basis. We reserve the right to terminate our attorney-client relationship for non-payment of fees or costs, when due. You knowingly and voluntarily waive any and all rights you may have to a trial by jury in any action, proceeding, counterclaim or any other litigation arising now or in the future out of, or in any way connected with our representation of you.

Susan A. Lawless, Esquire  
March 11, 2025  
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4. “Costs” are our out-of-pocket expenses, such as photocopies. We may ask for a deposit to cover costs if we deem it appropriate.

5. As much as possible, we shall keep you informed as to the progress of your matter. We shall send you copies of all papers coming in and going out of our offices, including correspondence and other documents that pertain to your legal matter. We will also furnish you with originals or copies of any other material in your file as requested by you. If we are unavailable when you telephone, your call will be returned with reasonable promptness. There will be times when we will be at meetings or in conference, which will preclude us from responding to your communication as quickly as we both might like, but we shall do our best to return your telephone calls as soon as we can.

6. It is important that you take all reasonable steps to preserve all files, papers, and/or items which in any way may relate to this matter. This instruction applies both to computerized records such as emails and paper records. Your failure to do so could have serious adverse consequences for your case. Additionally, you should make us aware of all such files so that we can take appropriate steps to protect your interests in regard to them.

7. You consent to communicate through e-mail and by cellular phone with the understanding that this media, by its nature, is not always confidential. If, at any time, you should choose to withdraw this consent, please advise me.

8. While I will be primarily responsible for the legal services to be provided, one of the strengths of our firm is the assistance and support available from the other lawyers of the firm, each of whom maintain a particular expertise. At times it may be necessary or appropriate for one of the other lawyers in the firm to handle a portion of your matter. I will make such determinations based upon my availability and the nature of your matter.

9. Every reasonable effort will be made to handle and conclude your matter(s) promptly and efficiently according to legal, ethical, and local practice rules, standards, and customs. Because of the unpredictability of changes in the law, because unanticipated facts and events often occur, and because of other unknown or unanticipated factors, we cannot and do not warrant or guarantee the successful outcome of your matter, or the amount of time it will require.

10. In addition to our right to withdraw for nonpayment, we have the right at our discretion to withdraw from the matter if you have misrepresented or failed to disclose material facts to us, if you fail to follow our advice or cooperate or for any other valid reason. Likewise, you may discharge us at any time for any reason. In these events, you will be required to pay for our time expended to release our file(s) and other information to you or a substitute counsel as well as any costs for copying the file and any other reasonable charges related thereto.

11. Although we will be pleased to consider representing you on other matters, our representation is limited to the above matter unless we specifically agree to undertake additional work for you. In the event you have other matters in which you believe we could be of



Susan A. Lawless, Esquire  
March 11, 2025  
Page 3

assistance, please feel free to discuss them with us. We will then promptly inform you whether we are able to do so.

12. At the conclusion of your case we will return to you any original documents that you have provided to us. We will store your file for seven (7) years, and at the expiration of the seven (7) year period we will shred the file. If you desire the file, be stored for more than seven (7) years, then we will deliver the original of the file to you at the conclusion of the case, and you may arrange for your own storage of the file. Any such request must be in writing.

13 Gross McGinley represents and I serve as solicitor of Hanover Township, Lehigh County. Hanover Township Lehigh County has continuing relationships with Hanover Township Northampton County which may from time to time require legal consultation and advice. This confirms our understanding that I and my firm may continue to provide such consultation and advice to Hanover Township, Lehigh County and, to the extent such circumstances constitute a conflict of interest, the conflict is waived. However, in the event such matter involves adversarial legal proceedings between the two Townships, I would not be able to represent Hanover Township, Lehigh County in such matter.

Please signify your acceptance of these terms by signing this Agreement and returning it to my office.

Sincerely,

J. JACKSON EATON, III

JJE,III:eab

ACCEPTED this \_\_\_\_ day of  
March 2025

HANOVER TOWNSHIP, NORTHAMPTON COUNTY

By: \_\_\_\_\_

**Policy 37**  
**Vehicle Expense Reimbursement Policy**

It is the policy of the Board of Supervisors that reimbursement under the Hanover Township Volunteer Fire Company #1 **Vehicle Expense Reimbursement Policy (VERP)** program is as follows:

**PURPOSE**

To establish Hanover Township – Northampton County (“Hanover”) policy for reimbursing members of the Hanover Township Volunteer Fire Company # 1 of Northampton County (“HTVFC”), for personal vehicle use while responding to station or scene of an emergency call within Hanover or in response to a mutual aid dispatch.

**APPLICABILITY**

Applicable to all volunteer members of the HTVFC who are a member in good standing and who possess a valid driver’s license.

This policy is not applicable to paid Hanover Township employees (Road Crew/ Fire Fighters), who respond to emergency calls during the course of their employment with the Hanover. Should a Hanover employee respond to calls, as a volunteer, then this policy would be applicable.

**POLICY**

**Fire / Ambulance / Fire Police Personnel:**

HTVFC members who have obtained the required eight (8) service credits or more, as defined in the HTVFC, Volunteer Incentive Program (VIP), during any quarter of a calendar year, will be reimbursed for responding to emergency calls during that same quarter, at a rate of ~~\$5.00~~ \$10.00 per call.

Emergency calls are defined and identified as on/off radio dispatches initiated by the Northampton County 911 Dispatch Center (“911 Center”) that result in the logging of a call/incident in the Computer Aided Dispatch (CAD) system by the 911 Center

Additional dispatches while personnel are assigned to/or assisting in an actively logged CAD call will not constitute an additional call.

Payments outside those authorized under this policy are at the discretion of the HTVFC and are not reimbursable by Hanover under this policy.

**PROCEDURE FOR PAYMENT REQUESTS & DOCUMENTATION:**

1. A fire company designee shall forward the request for payment to the Township Treasurer.
2. The fire company designee shall receive the funds from the Township for disbursement.
3. Supporting documentation (log) is to be maintained by the HTVFC and made available to the Township for verification of payments requested. For Township reimbursement procedures the documentation must at a minimum contain the date of the call, time of the call and CAD number assigned (if applicable).

**Adopted May 27, 2025**



## Hanover Township

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### Memorandum

To: Board of Supervisors  
From: Beth A. Bucko, Treasurer & Mark Hudson, Township Manager  
Re: Fire Tax CD

Please accept our recommendation to move \$500,000.00 from the Fire Tax savings account to a Certificate of Deposit (CD) with a 12-month term with 4.20% APY held at Embassy Bank. The current balance in the Fire Tax Savings Account is \$1,269,100.00. This would earn the Fire Tax Fund an additional \$21,000.00. We do not see the need for the invested funds to be accessed for use during the next 12 months.

## AMENDMENT TO LEASE

**THIS AMENDMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **TOWNSHIP OF HANOVER**, Northampton County, a Pennsylvania municipal corporation with an address of 3630 Jacksonville Road, Bethlehem, Pennsylvania (hereinafter referred to as “Lessor”), and **ROLL WITH IT**, Jennifer Bertram, with an address of 8400 Airport Road, Northampton, Pennsylvania 18067 (hereinafter referred to as “Lessee”). Referred to individually as “Party” and together referred to as “Parties”.

### BACKGROUND

A. The Parties entered into a month-to-month Lease beginning October 1, 2024, for approximately 750 sq.ft. of space in the Hanover Township Community Center located at 3630 Jacksonville Road, Bethlehem, Pennsylvania 18017 (the “Building”), and which space is currently utilized as a kitchen area with the Building (thereinafter the “Leased Premises”).

B. The Parties now desire to amend and modify certain terms and provisions of the Lease as hereinafter set forth.

**NOW, THEREFORE**, in consideration of their mutual promises, each to the other together with other good and valuable consideration and intending to be legally bound, the parties hereto agree as follows:

1. The “Background” paragraphs are incorporated herein by reference as if the same were set forth here at length.

2. **ARTICLE 9. ASSIGNMENT AND SUBLEASE**; Section 9.01. *Assignment and Subletting by Lessee*. of the Lease is deleted in its entirety and replaced as follows:

“Section 9.01. *Assignment and Subletting by Lessee*. Lessee shall not have the right to assign this Lease, during the Term. During the Term, Lessee may sublease this Lease to Hen and Haw Hot Chicken LLC (hereinafter “Sublessee”) d/b/a Hen and Haw Hot Chicken c/o Brian Colon with an address of 1450 Westgate Drive Bethlehem, Pennsylvania 18017 (hereinafter the “Sublease”) under the following conditions:

- (a) Sublease will only be for Sublessee’s use of refrigerator space and the washing of dishes in the Leased Premises.
- (b) Sublease shall be on a month-to-month basis and ending upon thirty (30) days written notice by the Parties or Sublessee (hereinafter the “Subterm”).
- (c) Sublessee shall pay to Lessee in an amount and frequency to be determined between the respective parties during the Subterm.

(d) Sublessee shall pay to Lessor, Fifty and 00/100 (\$50.00) Dollars monthly during the Subterm, commencing the first of the month following the date of acknowledgment by Sublessee.”

3. The Parties acknowledge and agree that except for the terms and conditions of this Amendment, the Lease is hereby ratified, confirmed and reaffirmed.

4. The Parties acknowledge and agree that this Amendment shall not be amended except by a writing signed by the Parties hereto.

5. All of the other terms and conditions of the aforesaid Lease shall remain in full force and effect.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties hereto set their hands and seals the day and date first above written.

Attest:

**LESSOR:**

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

By: \_\_\_\_\_

Kimberly Lymanstall  
*Township Secretary*

By: \_\_\_\_\_

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

Witness:

**LESSEE:**

***ROLL WITH IT***

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Jennifer Bertram

Title: \_\_\_\_\_

**ACKNOWLEDGED BY:**

Witness:

**SUBLESSEE:**

***HEN AND HAW HOT CHICKEN LLC  
d/b/a HEN AND HAW HOT CHICKEN***

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Brian Colon

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT