

**HANOVER TOWNSHIP
NORTHAMPTON COUNTY, PENNSYLVANIA**

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA, AMENDING THE HANOVER TOWNSHIP CODE OF ORDINANCES BY DEFINING AND ADDING SPECIFIC REQUIREMENTS FOR DATA CENTERS AND DATA CENTER ACCESSORY USES.

WHEREAS, Article VI of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10601, *et seq.*, authorizes Hanover Township to enact, amend and repeal Zoning Ordinances within the Township of Hanover; and

WHEREAS, the Board deems it to be in the best interest and general welfare of the residents of Hanover Township to update and amend provisions of the Hanover Township's Zoning Ordinance to provide for Data Centers and Data Center Accessory Uses; and

WHEREAS, the Board of Hanover Township desires to add provisions to the Zoning Ordinance relating to Data Centers and Data Center Accessory Uses.

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

Section 1. Chapter 185, Article II, Section 180-12, of the Hanover Township Code of Ordinances, entitled Definitions, is amended to add the following definitions:

Data Center: A building or buildings which are occupied primarily by computers and/or telecommunications and related equipment where digital information is processed, transferred and/or stored, primarily to and from offsite locations. This use shall also include cryptocurrency mining, blockchain transaction processing, cloud-based processing/storage and server farms. A Data Center may include Data Center Accessory Uses. This use does not include computers or telecommunications related equipment that is secondary and customarily incidental to an otherwise permitted use on the property, such as servers associated with an office building.

Data Center Accessory Use: Ancillary uses or structures secondary and incidental to a Data Center use, including but not limited to: administrative, logistical, fiber optic, storage, and security buildings or structures; sources of electrical power such as generators used to provide temporary power when the main source of power is interrupted; electrical substations; utility lines; domestic and non-contact cooling water and wastewater treatment facilities; water holding facilities; pump stations; water towers; environmental controls (air conditioning or cooling towers, fire suppression, and related equipment); security features, provided such data center accessory uses/structures are located on the same tract or assemblage of adjacent parcels developed as a unified development with a Data Center. The use shall not include energy generation systems, other than solar energy systems, used or intended to be used to supply power to the Data Center during normal operations.

Section 2. Chapter 185, Article VIII, Section 185-35, of the Hanover Township Code of Ordinances, entitled Regulations applicable to PIBD Planned Industrial/Business District, is hereby amended to add a new Section 185-35 D. (29), to read as follows:

(29) Data Centers and Data Center Accessory Uses.

Section 3. Chapter 185, Article VIII, Section 185-38, of the Hanover Township Code of Ordinances, entitled Regulations applicable to AFHBD Aircraft Flightpath Highway Business District, is hereby amended to revise Section 185-38 D. (11) (e), to read as follows:

- (e) Business offices consisting of administrative, sales office, executive, other general business offices, including but not limited to, sales and service of high technology business and medical equipment and other uses of the same general nature.

Section 4. Chapter 185, Article XIV, Section 185-54, of the Hanover Township Code of Ordinances, entitled Conditional uses, is hereby amended to add a new Section 185-54 E. (37), to read as follows:

(37) Specific regulations applicable to Data Centers and Data Center Accessory Uses.

- (a) Dimensional Standards. The dimensional standards of Data Centers and Data Center Accessory Uses shall be in accordance with Section 185-35 F., with the following exceptions:

- [1] Any lot in which the Data Centers and Data Center Accessory Uses are to be situated shall not be closer than 1,000 feet to any zoning district boundary of the PIBD Zoning District at any point, except that such lot shall not be closer than 500 feet to the Hanover Township/Bethlehem Township common boundary at any point.

- (b) Screening and Fencing

- [1] The screening of Data Centers and Data Center Accessory Uses shall be at least equivalent to the Township construction standards for a twenty-foot planting screen.

- (c) Water and Sewer. Evidence of adequate water supply and sewage disposal service shall be provided to the Township as part of the conditional use application fee for any Data Centers and Data Center Accessory Uses.

- [1] If the Data Centers and Data Center Accessory Uses shall be served by a public water supply, the applicant shall submit documentation from the public or municipal authority certifying that the public or municipal authority will supply the water to the Data Centers and Data Center Accessory Uses.

- [a] Cooling water shall be a closed-loop system with no discharge.

- [2] If the Data Centers and Data Center Accessory Uses are to utilize nonpublic sources of water, the applicant shall provide a water feasibility study. The purpose of the study is to determine if there is an adequate supply of water for the proposed Data Centers and Data Center Accessory Uses and to estimate the impact of the Data Centers and Data Center Accessory Uses on existing

wells, groundwater, and surface waters in the vicinity. No Data Center Use shall be approved unless the water feasibility study demonstrates that the anticipated water supply yield is adequate for the Data Center Use and that the proposed water withdrawals and discharges will not endanger or adversely affect the quantity or quality of groundwater supplies or surface waters in the vicinity of the Data Center Use. The water feasibility study shall include the following information at a minimum:

- [a] The projected water demands of the Data Center;
 - [b] The source of water to be used;
 - [c] A description of how water will be used, including the amount or proportion of water to be used for each purpose (e.g. cooling, humidity control, fire suppression, and domestic usage);
 - [d] Cooling water shall be a closed-loop system with no discharge.
 - [e] The long-term safe yield of the water source;
 - [f] A description of the amount or portion of water withdrawn that will be recycled or discharged and by what means;
 - [g] A geologic map of the area with a radius of at least one mile from the site of the proposed Data Center Use;
 - [h] The location of all existing and proposed wells within 1,000 feet of the property boundary of the proposed Data Center Use, with a notation of the capacity of all high-yield wells;
 - [i] The location of all surface waters, including perennial and intermittent streams, rivers, lakes, reservoirs, ponds, wetlands, springs, natural seeps, and estuaries, within 1,000 feet of the property boundary of the proposed Data Center Use;
 - [j] A determination of the effects of the proposed water supply system on the quantity and quality of water in nearby wells, surface waters, and the groundwater table; and
 - [k] A statement of the qualifications and the signature(s) of the person(s) preparing the study.
- [3] The applicant shall provide proof of review and approval from the Delaware River Basin Commission for Data Center Use projects proposing:
- [a] Water withdrawals of 100,000 gallons per day (gpd) or more over a 30-day average from any source or combination of sources within the Delaware River Basin; or
 - [b] Any consumptive water use of 20,000 gpd or more over a 30-day average from any water source.
- [4] The applicant shall demonstrate that adequate means of wastewater disposal, including domestic wastewater and wastewater used for industrial purposes,

have been provided and approved by the Sewage Enforcement Officer of the Township and/or the Pennsylvania Department of Environmental Protection. Cooling water shall be a closed-loop system with no discharge.

(d) Power Supply

- [1] The Data Center shall connect to the electric grid servicing the Township, currently PJM Interconnect LLC (“PJM”). The applicant shall provide documentation from the applicable electric service provider certifying that that the necessary capacity is available, and that electric service provider will serve the Data Center. Known impacts on electric rates or availability for other uses directly attributable to the Data Center project shall be noted.
- [2] Self-supplied energy sources must be approved by the Township.
- [3] The Township encourages the use of renewable energy sources.
- [4] Emergency generating equipment, either portable or permanently constructed on site, is permitted to be used ~~only~~ during a complete power outage and/or during routine maintenance. Such equipment shall not be used as part of, or supplemental to, the full-time energy source for the Data Center.
- [5] Cycling/testing of back-up power systems, as part of routine maintenance, is acceptable.

(e) Emergency Management

- [1] As part of the Conditional Use Application, the applicant shall submit an Emergency Response Plan (ERP) prepared by a qualified professional. The ERP shall:
 - [a] Be reviewed and accepted by the local fire department and emergency management services as part of the conditional use/ land development process;
 - [b] Include detailed procedures for fire suppression, containment, ventilation, and evacuation;
 - [c] Include an evaluation of the access roads and hydrant locations within the site of the Data Center Use to ensure suitable access for emergency equipment within the site;
 - [d] Ensure that all first responders receive adequate training and equipment specific to the installed system for the Data Center Use. First responders agencies will be reimbursed for required equipment and the time that their first responders spend at the training. Ensure that any and all fire-retardant systems and materials are clearly marked and appropriate warnings are clearly posted; and
 - [e] Include provisions for annual fire safety inspections demonstrating compliance with fire safety standards to be performed by a qualified professional on behalf of the Data Center.

- [2] Any Data Center use proposing battery storage, fuel cell storage, or any other device or group of devices capable of storing energy in order to supply electrical energy at a later time, whether the energy is stored for use on-site or off-site, shall demonstrate compliance with National Fire Protection Association (NFPA) Standard 855, Installation of Stationary Energy Storage Systems, or similar standards and must include fire suppression systems designed specifically for battery storage.
- [3] No Data Center shall be approved unless the applicant demonstrates that procedures for fire suppression, containment, ventilation, and evacuation are sufficiently protective of public health, safety and welfare.

(f) Aesthetics.

- [1] Any Data Center and Data Center Accessory Use building façade that faces a road, residential zoning district, or existing residential use must incorporate at least two of the following design elements every 40 horizontal feet:
 - [a] A change in building material, pattern, texture, or color.
 - [b] A change in building height.
 - [c] Building step-backs or recesses having a minimum depth of five (5) feet.

(g) Parking

- [1] Data Centers are to be provided with (1) one parking space per 1,000 square feet of floor area designed and intended to be accessible regularly by employees, plus one parking space for each company vehicle to be kept on site or (2) one parking space for every one employee, based upon the maximum number of employees on site during the largest shift plus one parking space for each company vehicle to be kept on site, whichever is the greater number of spaces.
- (h) Vibration Study. A Vibration study, in accordance with Section 185-20 C. (2), shall be conducted for existing and as-built conditions to verify compliance with said Section.
- (i) Noise Study. A Noise Study, in accordance with Section 185-20 C. (3), shall be conducted for existing and as-built conditions to verify compliance with said Section.
- (j) Decommission/Electronic Waste Plan. A Decommission/Electronic Waste Plan shall be submitted with the conditional use application which outlines procedures for recycling or disposal of server infrastructure, hazardous material, batteries, electronic waste and related products, which will apply in cases where the Data Center is updated or decommissioned. The Plan shall be subject to approval by the Township.
- (k) Thermal Impact Mitigation Plan. For any new construction of a Data Center use, a Thermal Impact Mitigation Plan shall be submitted with the conditional use application which outlines strategies for waste heat reuse or dissipation. The Plan shall be subject to approval by the Township. Cool roofs, green roofs/shade trees, and light-colored exterior walls are encouraged to mitigate heat island effects.

Section 5. Severability. If any sentence, clause, section, or part of this Ordinance or of the Zoning Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance and the Zoning Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

Section 6. Repealer. All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

Section 7 Codification. Pursuant to the Pennsylvania Municipalities Planning Code, the Hanover Township Zoning Ordinance shall hereby be codified to incorporate the above-referenced amendments.

Section 8. Effective Date. This Ordinance shall take effect five (5) days after its adoption.

Section 9. ENACTED AND ORDAINED this ____ day of _____, 2026.

ATTEST

HANOVER TOWNSHIP
NORTHAMPTON COUNTY,
PENNSYLVANIA

By: _____

Kimberly Lymanstall, Secretary

By: _____

Susan A. Lawless, Chair
Board of Supervisor



CHRISTINA "TORI" MORGAN
Chair

ARMANDO MORITZ-CHAPELLIQUEN
Vice Chair

PHILLIPS ARMSTRONG
Treasurer

BECKY A. BRADLEY, AICP
Executive Director

June 1, 2026

Mr. Mark Hudson, Manager
Hanover Township
3630 Jacksonville Road
Bethlehem, PA 18017

**Re: Zoning Ordinance Amendment – Data Centers Revision
Hanover Township
Northampton County**

Dear Mr. Hudson,

The application proposes amending the Hanover Township Zoning Ordinance amendment on Data Centers to add additional regulations and provisions.

The LVPC supports Hanover Township's proactive effort to address an emerging land use before proposals arrive. That approach is consistent with *FutureLV: The Regional Plan's* direction to guide the location and intensity of development, match development intensity with infrastructure capacity, and encourage an efficient development process responsive to regional needs ([of Policy 1.1](#)). The Township furthers this goal by revising the provision to include additional protections and the Township's proposed ordinance both aligns with best practices for regulating Data Centers and contains opportunities to improve the ordinance to support public health, safety and welfare.

The following aspects of the proposed ordinance align with *FutureLV*:

- **Parking:** The updated parking requirement of one parking spot per 1,000 square feet of floor area and one per company vehicle kept on site supports best-practice contextual standards that match development intensity with appropriate infrastructure capacity ([of Policy 1.1](#)) and reduce impervious surfaces and protect water sources ([of Policy 3.3](#)).
- **Cooling:** Requiring closed-loop cooling systems 'protects the quality and quantity of surface water and groundwater' ([of Policy 3.2](#)). It is recommended that a definition of both Closed-Loop and Once-Through Cooling be included in the Definition section of the ordinance.
- **Renewable Energy:** The ordinance requires applicants for Data Centers document their energy sources for electrical and recommends implementing renewable energy generation strategies, as well as perform regular maintenance

to these generators which 'reduces climate change impacts through mitigation and adaptation' ([of Policy 3.4](#)).

- **Emergency Planning:** The updated ordinance improved emergency planning efforts for Data Centers and further enhances planning and emergency response capabilities ([of Policy 5.1](#)).
- **Additional Studies and Plans:** The updated proposal includes provisions for a vibration study and noise study. Both help 'minimize the environmental impacts of development to protect the health, safety and welfare of the public' ([of Policy 3.2](#)). Additionally, the ordinance adds requirements for plans on decommissioning electronic waste and thermal impact mitigation. The decommissioning plan and electronic waste plan support the goal of *FutureLV* to 'enhance the long-term viability of assets' and 'provide environmentally responsible and economical solid, electronic and hazardous waste disposal and recycling' ([of Policies 1.3 and 3.2](#)). The heat mitigation plan helps 'minimize environmental impacts of development to protect the health, safety and welfare of the public' ([of Policy 3.2](#)). Encouraging cool roofs, green roofs, shade trees, and light-colored exterior walls help to mitigate heat island effects and incorporate 'sustainable building, site design and community design practices' ([of Policy 3.4](#)).
- **Power Supply:** The proposal adds a provision requiring that self-supplied energy sources must be approved by the Township, which helps 'encourage an efficient development process that is responsive to regional needs' ([of Policy 1.4](#)). The LVPC recommends the Township look for energy sources that meet the U.S. Environmental Protection Agency Tier 4 regulations, which is the highest tier of protections for nonroad compression-ignition engines and 'improve regional air quality' while 'minimizing environmental impacts of development to protect the health, safety, and welfare of the public' ([of Policy 3.2](#)).

The LVPC is copying representatives of the Nazareth Area Plan on this review letter to 'coordinate land use decisions across municipal boundaries' as ([of Policy 1.4](#)).

Municipalities, when considering subdivision/land developments, should reasonably attempt to be consistent with *FutureLV: The Regional Plan*, as required by the Pennsylvania Municipalities Planning Code (MPC) [Article 1§105, Article III§303, §304 & §306(a), Article VI§603(j)]. The LVPC review does not include an in-depth examination of plans relative to subdivision design standards or ordinance requirements since these items are covered in the municipal review.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacob Weinberg". The signature is fluid and cursive, with the first name "Jacob" being more prominent than the last name "Weinberg".

Jacob Weinberg
Community and Regional Planner

Cc:

Bradford Flynn, Bath Borough Manager;
Belinda Roberts, Bushkill Township Manager;
John Defassio, Chapman Borough Secretary/Treasurer;
Lori Seese, Lower Nazareth Township Planning and Zoning Administrator;
Stephen Nowroski, Moore Township Manager;
Theresa Fedele, Nazareth Borough Assistant Secretary/Treasurer;
Candace Keller, Stockertown Borough Secretary;
Mark Saginario, Tatamy Borough Manager;
Lisa Klern, Upper Nazareth Township Manager.



Planning Commission
Hanover Township Northampton County
3630 Jacksonville Road
Bethlehem, PA 18017

June 3, 2026

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

Re: Projects reviewed at the June 1, 2026 meeting

All:

The following items were reviewed at the June 1 Planning Commission meeting with recommendations as indicated, being unanimously approved.

- **Wegman's Lot Location Plan/Minor Subdivision**

Recommendation that the Board of Supervisors grant a waiver of §159-29, Preliminary Plan Approval Prior to Record Plan Review and Approval, for the reasons set forth by the applicant and in conjunction with Hanover Engineering's letter dated May 28, 2026

Recommendation that the Board of Supervisors grant conditional approval of the Preliminary Record Land Development Plan subject to the recommended waiver and in compliance with the recommendations made in the Hanover Engineering letter dated May 28, 2026

- **3893 Adler Place – Recharge Health & Wellness Conditional Use**

Recommendation that the Board of Supervisors grant conditional approval of the Conditional Use Application for 3893 Adler Place – Recharge Health & Wellness subject to the recommendations of Hanover Engineering's letter dated May 28, 2026.

- **Data Center Ordinance Review**

Recommendation to the Board of Supervisors approving the ordinance on data centers as written.

Also, of note, was support for the grant requesting crosswalks at Crawford Drive in the vicinity of Toni Lane and across Harriett Lane in the vicinity of the park entrance. A letter will be created on behalf of the Planning Commission for inclusion with the grant application.

Barry Check,
Planning Commission Chair

Cc: Brien Kocher, Township Engineer
James Broughal, Esq., Township Solicitor
Tracy Luisser, Zoning Administrator
Mark Hudson, Township Manager
David Tshudy, Troutman, Pepper & Locke, LLP
David A. Hinson, Gallas Survey Group
Ryan Durkin, Attorney
Tyler Bargas, Recharge & Wellness



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

R# 2032671
FAI
APR 17 2026
 BY: Du #800 #104

APPLICATION FOR A CONDITIONAL USE

Application is made this 16th day of April, 2026 by the undersigned for a Conditional Use Pursuant to the terms and provision of the Hanover Township Zoning Ordinance, as amended.

I. PROPERTY INFORMATION (*location and existing conditions for which a special permit is being applied*):

1. Address of property for which Conditional Use is requested: _____
 3893 Alder Place, Suite 160, Bethlehem, PA 18017
 Tax Parcel No.: M6 15 10S 0214 Current Zoning District of property: PIBD
2. (a) The Dimension of the land area are: 4.92 ACRES
 (b) The real estate contains 5,609 square feet
3. The real estate in question is presently classified under the Hanover Township Zoning Ordinance as: PIBD
 (a) The real estate is presently used for the purpose of: General office space
 (b) and contains buildings and other improvements consisting of (if real estate is vacant land, so note):
Office building including parking lot

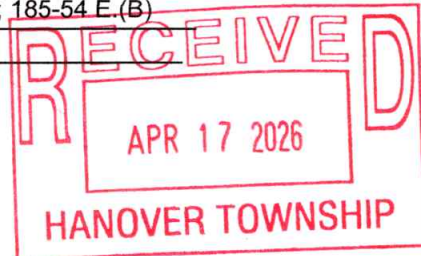
II. OWNER INFORMATION

1. Owner of property: Bethlehem Office Commons, LLC Telephone (610) 966-3200
(all parties to the title must be listed, attach additional page if needed)
 Address 3650 Schoeneck Road Macungie PA 18062

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

1. Applicant (if different from Owner) _____ Telephone _____
(all parties must be listed, attach additional page if needed)
 Address _____
2. If Applicant is not the owner, state Applicant's authority to submit this application

3. Attorney representing Petitioner: Ryan J. Durkin Telephone (215) 518-6953
 Address 4432 Canterbury Drive, Emmaus PA 18049
4. Petitioner appeals or makes application from the order, requirement, decision or determination of the Zoning Administrator or other Township Official made on _____, 2026, which was as follows: (quote, or if insufficient space, attach additional page) _____
Conditional use required under 185-35D(10); 185-54.E.(1); 185-54 E. (5)(a)[2]; 185-54 E.(B)
5. Petitioner claims that the variance, exception, or other relief should be granted as herein requested under the following sections of the Hanover Township Zoning Ordinance. (cite all sections supporting your position, or relevant to the consideration of your Petition)
Conditional use requested under 185-35D(10); 185-54.E.(1); 185-54 E. (5)(a)[2]; 185-54 E.(B)



6. The Conditional Use requested and the new improvements desired to be made as follows:

(a) Building(s) to be erected: n/a

(b) Building(s) to be changed: Suite 160 is to be minimally remodeled.

(c) Building(s) to be used for: Suite 160 will be a personal services business (estehtics and wellness).
Remainder of building will continue to be used for general office purposes.

7. The plot plan, drawings, sketches and other exhibits attached hereto are made a part hereof. Please include 22 copies of the petition and all these attachments.

8. Petitioner believes that the exceptions, variance, Conditional Use or other relief requested should be granted for the following reasons: (attach additional sheet if necessary) See Business Narrative attached as Exhibit "A."

9. Petitioner agrees to comply with all provisions of the Hanover Township Zoning Ordinance and is aware that the Ordinance provides for penalties for violations of its provisions.

10. The Petitioner further acknowledges that the Board does not have to consider any application until all information requested by the Board of Supervisors is submitted by said applicant, and that in the event this information is not submitted in full within twenty (20) days from the date of the initial Board of Supervisors Hearing, then the Board may deny such application, with or without prejudice to the applicant.

11. Wherever additional information is requested by the Board of Supervisors, and leave to submit additional information is specifically granted by the chairman of the Board of Supervisors, then in consideration of the Board's forbearance in not refusing the application at the conclusion of the hearing, the Petitioner agrees to extend the time for consideration of the application by the Zoning Board for the number of days after the date for decision specified in any Ordinance of the Township, by the same number of days which the Board's consideration of the Petition was delayed by failure on the part of Petitioner to submit additional information requested.

NOTE: All Petitioners must sign
at least one must sign in the
presence of a person capable
of administering an oath (see below)



Petitioner

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

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

FOR INDIVIDUAL PETITIONERS:

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF Lehigh)

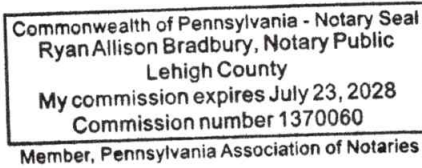
ON THIS, the 16th day of April, 2026, before me, Ryan Allison Bradbury the undersigned officer, personally appeared, Marcos Danweber, known to me (or satisfactorily proven) to be the person whose name (is)(are) subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein.

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

[Signature] (SEAL)
Signature of the Petitioner taking affidavit

Sworn to and subscribed before me
This 16th day of April 2026

[Signature]
NOTARY PUBLIC
My commission expires 07/23/2028



FOR CORPORATE PETITIONERS:

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF _____)

ON THIS, the _____ day of _____, 20____, before me, _____ the undersigned officer, personally appeared, _____, who acknowledged _____ self to be the _____ of _____, a corporation, and that he as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by _____ self as _____.

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

Signature of the Petitioner taking affidavit

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

NOTARY PUBLIC

GENERAL INSTRUCTION FOR CONDITIONAL USE HEARING

1. All information on application with supporting documents must be furnished.
2. Application must be on file with the Secretary of the Board of Supervisors at least thirty (30) days before any stated or special meeting in order to be considered at that meeting. Applications must be prepared to proceed to hearing upon their application at the advertised meeting; otherwise the petition will be dismissed unless postponed by the Board upon cause shown or upon their own motion.
3. At all hearings, proof of title to the property affected must be available to the Board of Supervisors whether the applicant's interest be as owner, tenant, purchaser or in any other capacity.
4. The following must accompany all applications:
 - a. Filing Fees
A Filing Fee of \$800.00 payable in cash or check made payable to the order of Hanover Township. In the event costs exceed the filing fee, the applicant will be liable for the deficit and the Board of Supervisors reserves the right to continue any hearing or withhold its decision until the deficit is paid. The Filing Fee is NON-RETURNABLE in any event.
 - b. Conditional Use Plan must be titled "Conditional Use Plan" and shall include the following:
 - (1) The lot involved with its dimensions, lot number and subdivision name, if any.
 - (2) Names and widths of all abutting streets.
 - (3) Locations, dimensions and uses of any existing structures on lot involved.
 - (4) Locations, dimensions and proposed use of structure requested and distance from building to lot lines and to other buildings on same lot.
 - (5) Dimensions of all yards in relation to the proposed structure or use.
 - (6) Distance from any existing building or structure within fifty (50) feet.
 - (7) Provisions for off-street parking, number of cars capacity of such area.
 - (8) If involved, accurate location of well and/or sewage or waste disposal systems; location and direction of other wells and drainage or sewage systems if within one hundred feet (100'). Detailed Septic System Layout required if application is for approval of Septic or Waste Disposal System.
 - (9) A sketch showing all properties within five-hundred feet (500') on the same road as the property affected and within one 100 feet not on the same road and indicate clearly the names and mailing address of all owners of these properties.
 - (10) If the conditional use does not occupy all of the building or building(s) then a plot plan must be provided showing the portion of the building or buildings that are proposed to be occupied by the conditional use. Also, plot plan should show the names of the additional occupants and type of the business occupied in the building.
 - c. Submit 22 copies of application, plot plan, drawings, sketches and other exhibits applicable for the Conditional Use.
5. Applicant shall list the specific conditions that are applicable to the conditional use as found in 185-54 E, and list how they comply with those conditions.
6. Please Print or Type all desired information.
7. The Board of Supervisors has the following powers:
 - a. To hear and decide appeals from a decision or determination of the Conditional Use. Such appeals must be made within thirty (30) days after the date of the decision. A copy of the appeals petition must be served on the official which service must be at least five days prior to the hearing.
 - b. To hear and decide Conditional Uses and Permits to the terms of the Zoning Ordinance as specifically set forth and permitted by the Ordinance.
8. All Hearings of the Board of Supervisors shall be open to the public.
9. No decision by the Board of Supervisors shall relieve any applicant from the responsibility of obtaining any required permits in the manner prescribed by the Zoning Ordinance.
10. Applicant and/or owner must notify Zoning Officer at required inspection times.
11. Nothing herein provided shall in any manner, relieve the petitioner from any requirement of Act No. 247, known as the "Pennsylvania Municipalities Planning Code". Especially see sections 901-916.
12. Applications will not be considered until all information is supplied.

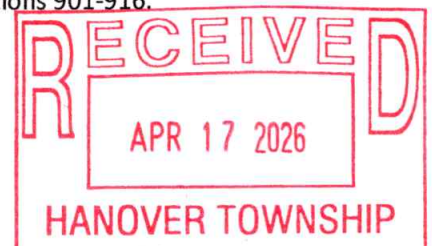


EXHIBIT "A" (BUSINESS NARRATIVE)

3893 Alder Place, Suite 160, Bethlehem, PA 18017

Bethlehem Office Commons, LLC ("BOC") owner of 3893 Alder Place, Bethlehem, PA 18017("Property") requests approval of tenant, Romans 12 LLC t/a Recharge Health ("Recharge") and Wellness as a personal service business, an approved conditional use for a PIBD zone.

Recharge offers state-of-the-art esthetics and holistic wellness services, including light, grounding, oxygen, infrared, and vibroacoustic therapies, muscle stimulation, massage, and fitness recovery techniques, and are aimed at boosting energy, improving emotional and nervous system stability, and arresting and reversing aging processes.

Recharge will employ three staff members, anticipates use of no more than fifteen off-street parking spaces, and is limited under the terms of its lease to a maximum of twenty-three parking spaces.

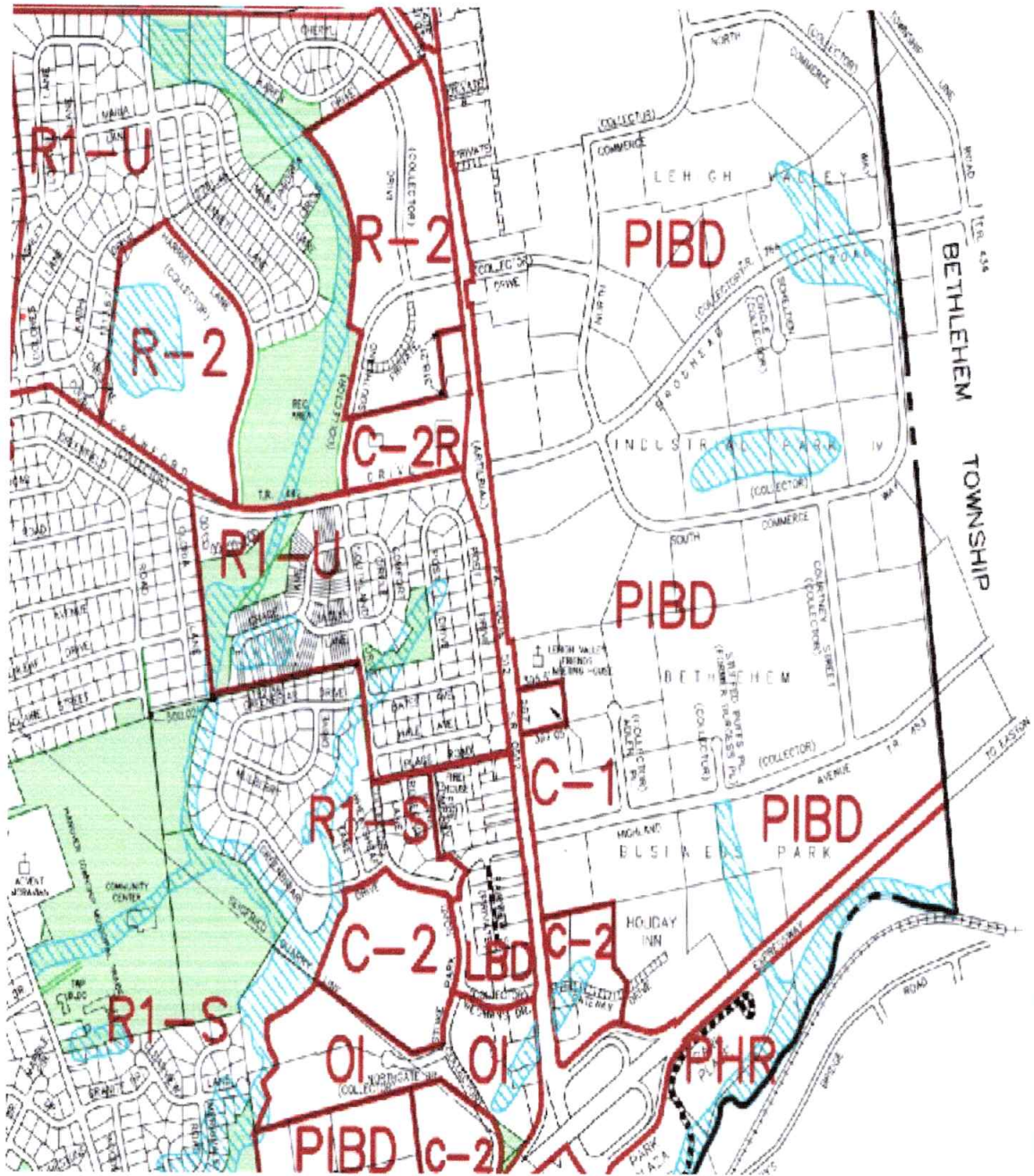
Recharge will be open Monday through Saturday, 10:00 A.M. to 7:00 P.M., in conformance with Property rules and existing tenants' hours.

Recharge is a professional practice which does not produce noise, odors, fire, vibration, heat, cold, dust, electromagnetic conditions, light pollution, excessive traffic, or any other condition or intrusion that would adversely affect reasonable use of the surrounding area or adjoining businesses. Recharge will operate at the highest hygienic standards, providing the quiet and calming environment required for effective provision of its services to clients.

Recharge will also be submitting a zoning petition requesting relief/variance from the following regulations for conditional use:

- 1) 185-54 E.(5)(b)[1] The Property is within 1,000 feet of properties that are zoned other than for personal service (C-1, C-2, PHR, R1-U, LBD, OI) (Pertinent portions of Zoning Map, Northampton County Assessor records, and Conditional Use Plan attached)
- 2) 185-17(c) The Property requires fifty-two parking spaces based on square footage of occupied space, but is only estimated to require use of fifteen, and is limited under the terms of Recharge's lease to use of twenty-three spaces.

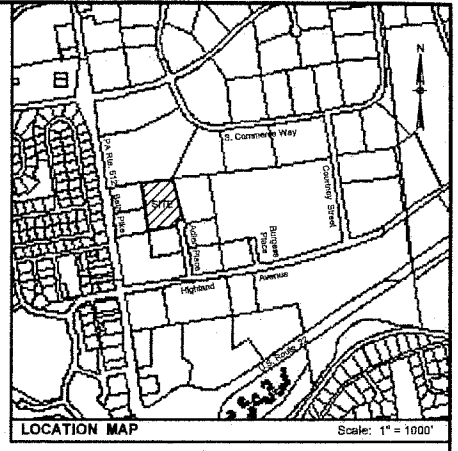
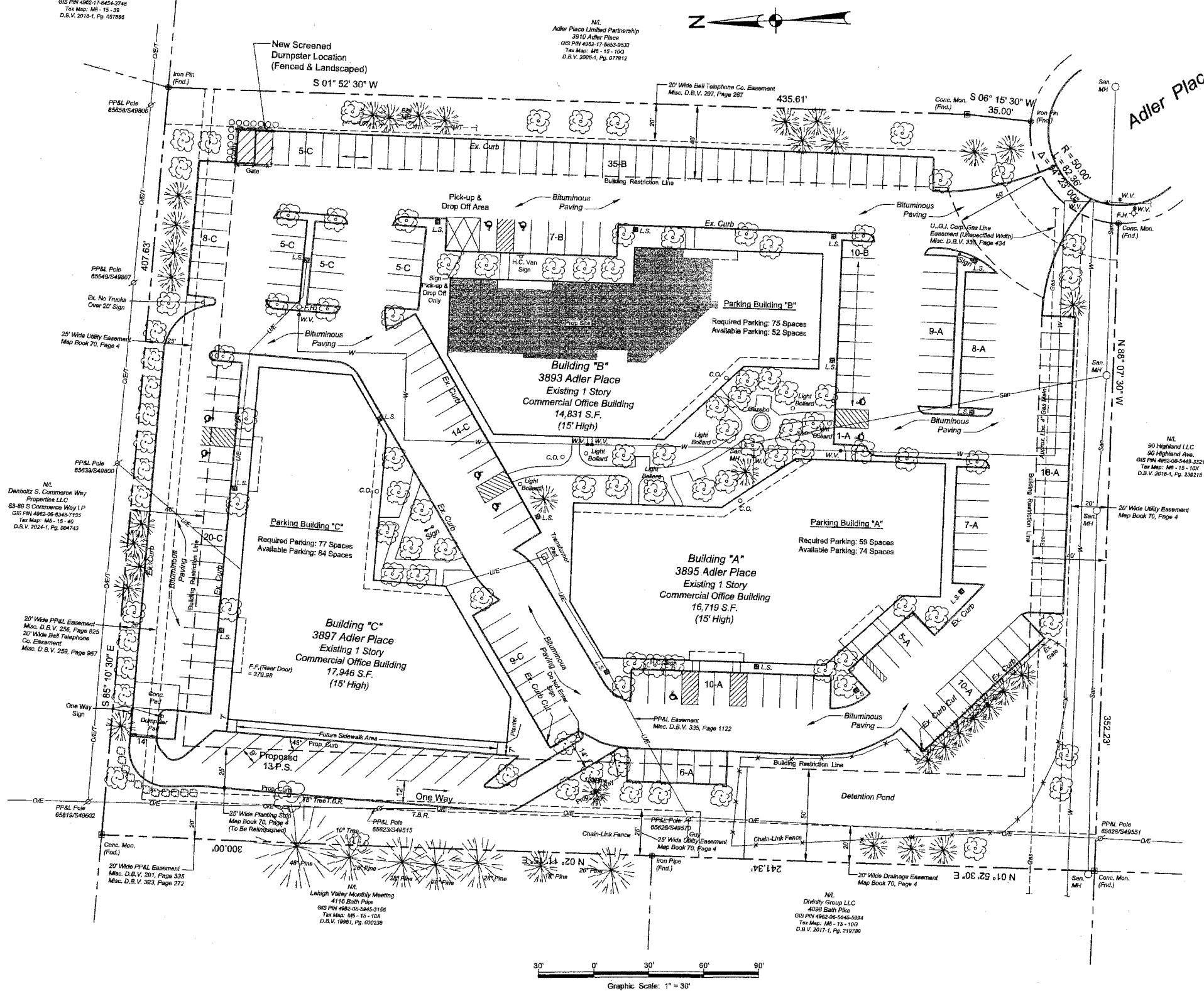




LEGEND

---	Property Line
---	Adjoiner Property Line
---B.R.L.---	Building Restriction Line
---	Easement Line
---	Ex. Building
---	Ex. Curb
---	Ex. Water Line
---	Ex. Sanitary Sewer
---	Ex. Storm Sewer
---	Ex. Gas Line
---	Ex. Pine Tree
---	Ex. Deciduous Tree

NL
Commercial Way Properties LLC
77 Commerce Way
GIS PIN 4862-17-8454-3746
Tax Map: M6 - 15 - 38
D.B.V. 2018-1, Pg. 037862



RECORD OWNER
Bethlehem Office Commons LLC
C/O Jason C. & Marcus K. Danweber
3650 Schoeneck Road
Macungie, PA 18062 - 9637

Intended Use:
The owners of this lot intend to lease 5,609 sf. of area in building "B", 3893 Adler Place, to be used for an Office Suite

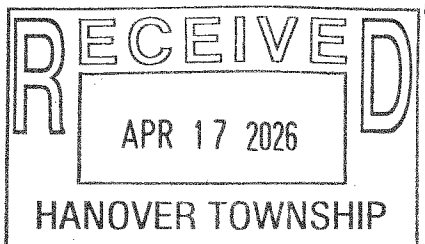
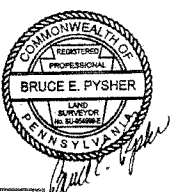
SITE DATA

Total Lot Area	4.9235 Ac.
Number of Lots	1
PIN #	4962-06-5848-8786
Tax Map	M06 - 15 - 10S
Deed Book & Page	2002-1, Pg. 326462
Water	City of Bethlehem
Sewer	Hanover Township Authority

ZONING

PBID - Planned Industrial/Business District

Min. Lot Size	3 Acres
Min. Lot Width	225'
Min. Yard Requirements:	
Front Yard	50'
Side Yard	20' / 90' Total
Rear Yard	40'
Max. Building Height	38'
Max. Building Coverage Max. Lot Coverage	70%
Min. Parking	211 Required / 210 Available



CALL BEFORE YOU DIG
PENNSYLVANIA LAW REQUIRES
A 14-DAY NOTICE FOR
CONSTRUCTION PHASE AND 10 WORKING
DAYS IN OBTAINING STOP-CALL
1-800-242-1776

Note:
1. Pursuant to the requirements of ACT 287 of 1974 and as last amended by ACT 181 of 2006 the locations of all existing utilities shown on these plans have been developed from existing utility records and/or above-ground examinations of the site. Completeness, accuracy, location and depth of underground utilities or structures cannot be guaranteed. The contractors, at least three (3) days prior to performing any excavations, shall be responsible for verifying the locations and depths of all underground facilities located within the vicinity of the work site in accordance with ACT 181.
(PA One Call System, Inc. 1-800-242-1776)

- Drawing Reference:**
- Layout of proposed Tenant Space Area was designed by Stewart J Gouck of Gouck Architects as shown on Drawing A-1 of their Proposed Office Suite Expansion for 3893 Adler Place Building B and Dated 12-2-25.
 - Building dimensions provided are from Survey Plan for: Liberty Property Limited Partnership Lot 8A - Business Park at Uplands, dated 1/16/1998 by Barry Isett & Associates, P.C. and certified as an accurate as-built survey by Dale E. Judd, P.E., P.L.S. SU-035087-E.

MARTIN BRADBURY & GRIFFITH, INC.		CONSULTING ENGINEERS		
1201 Washington Street - Allentown, PA 18102		1201 Washington Street - Allentown, PA 18102		
DATE	SCALE	DRAWN BY	PLAN NO.	SHEET NO.
4-2-26	1" = 30'	WJL	2742-002	1 OF 1



HanoverEngineering

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

May 28, 2026

Mr. Mark Hudson
Township Manager
Hanover Township
Northampton County
3630 Jacksonville Road
Bethlehem, PA 18017-9302

RE: Recharge Health & Wellness
3893 Adler Place Suite 160
Conditional Use Plan
Hanover Project H26-18

Dear Mark:

We have reviewed the above-referenced Conditional Use Application submission, dated April 17, 2026, for conformance with Sections 185-35 and 185-54 of the Zoning Ordinance, to allow a Personal Service Shop in the PIBD Zoning District. We offer the following comments for the Township's consideration.

A. GENERAL INFORMATION

1. The Applicant proposes a Personal Service Shop facility allocated with 23 parking spaces as part of a multi-use facility shared with tenants in the same building. The site is located within the Planned Industrial/Business Park District (PIBD), and a Personal Service Shop is a Conditional Use subject to Board of Supervisors approval within this district.
2. The existing building is an approximately 14,831 sq.ft. multi-tenant commercial office building. The Applicant intends to use 5,609 sq.ft. of the existing building for the proposed Conditional Use.

B. ZONING ORDINANCE – CHAPTER 185

Section 185-18.B – A required and proposed off-street parking space calculation shall be provided. The existing site may not meet the minimum requirement of parking spaces and the zoning narrative indicates the parking space allotment does not meet the minimum parking requirement for the proposed use. **The Applicant is requesting a variance from the minimum parking space requirement.**

Section 185-18.C – A required and proposed off-street loading space calculation shall be provided. The existing site may not meet the minimum requirement of loading spaces for the proposed use. **The Applicant shall coordinate loading space requirements as part of the Zoning Hearing Board Application if necessary.**

Sections 185-20, 22, 35.A.(1) and 54.D – The Applicant shall submit evidence to the satisfaction of the Board of Supervisors that the proposed use will be in compliance with the performance standards and requirements of these Sections. Additionally, a statement shall be added to the plan acknowledging the owner’s understanding of the applicable performance standards and stating the agreement to conform with the same at all times.

Section 185-35.A.(2)– All applications for proposed uses within the PIBD District and a conditional use shall submit a Site Plan in accordance with Section 185-22.C of this Chapter.

Section 185-35.D.(10) – The proposed use shall be clearly identified on the plan under the “Intended Use” section.

Section 185-54.A.(2) – In granting a conditional use, the Board of Supervisors may attach such reasonable conditions and safeguards as it may deem necessary to implement the purposes and intent of this chapter.

Section 185-54.D – The Applicant shall demonstrate compliance with the General Standards for Conditional Uses.

- (1) In conformance with the spirit, purposes, intent, and all applicable requirements of this chapter.
- (2) In conformance with all applicable provisions of all other Township ordinances.
- (3) In accordance with the Township Comprehensive Plan.
- (4) Suitable for the particular location in question.
- (5) Not detrimental to the public health or welfare.
- (6) No accessory uses shall be permitted except as may be specifically noted on the approved site plan of the proposed conditional use or in accordance with the specific provisions of this chapter.

Section 185-54.E.(5).(b).[1] – The lot in which a conditional use is situated shall not be closer at any point than 1,000 feet to any zoning district boundary of the PIBD Zoning District. The R1-U zone to the west is within 1,000 feet of the lot. **The Applicant is requesting a variance of this requirement.**

Section 185-54.E.(5).(b).[4] – The applicant shall confirm with the Zoning Officer that the total land area of all lots in a continuous PIBD Zoning District, being used for any of these uses, shall not exceed 10% of the total area of land within that continuous PIBD Zoning District.

Mr. Mark Hudson
Township Manager

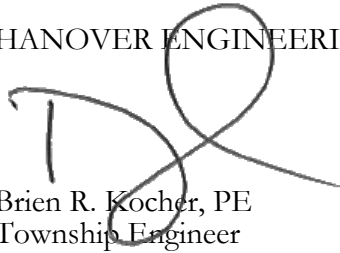
3

May 28, 2026

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

Respectfully,

HANOVER ENGINEERING

A handwritten signature in black ink, appearing to read 'Brien R. Kocher', written over the printed name and title.

Brien R. Kocher, PE
Township Engineer

brk:jcn/jam

S:\Projects\Municipal\HanoverTwp\H26-18-3893AdlerPlace-RechargeHealth&Wellness-ConditionalUse\Docs\05-28-26 3893AdlerPlace-BethlehemOfficeCommons-ConditionalUseReviewLtr.doc

cc: Hanover Township Board of Supervisors
Hanover Township Planning Commission
James L. Broughal, Esquire
Ms. Tracy Luisser, Zoning Administrator



TO: Hanover Township Supervisors
3630 Jacksonville Road, Bethlehem, PA 18017

FROM: Joey Tetzloff, Senior Project Manager – Design and Construction

DATE: 6/15/26

RE: Land Development Improvements Extension - LVHN/UHS Behavioral
Health Hospital

UHS-LVHN JV LLC requests an extension of the twelve-month period to install Improvements as outlined in the Land Development Improvements Agreement for the LVHN/UHS Behavioral Health Hospital, dated June 25, 2024. Many of the site improvements are completed and the site work is proceeding as expeditiously as possible toward completion. The final completion of the site improvement is anticipated to be accomplished with the establishment of permanent vegetation on all disturbed areas. An extension to complete all improvements is requested until June 25, 2027. We respectfully request that you please place this matter on an upcoming agenda of the Board of Supervisors, at which time a representative of UHS-LVHN JV LLC, if necessary, can appear to answer any questions. Thank you for your consideration.

C: Jake Hambrick
Anthony Douglas
Nate Oiler
Nancy Peterson
Robert Kaplan

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into on the ____ day of _____, 2026, between the ***TOWNSHIP OF HANOVER***, Northampton County, a Pennsylvania municipal corporation, with an address of 3630 Jacksonville Road, Bethlehem, PA 18017-9302 and the ***TOWNSHIP OF LOWER NAZARETH***, Northampton County, a Pennsylvania municipal corporation, with an address of 623 Municipal Drive, Nazareth, Pennsylvania 18064, referred to in this Lease collectively as LESSOR, and ***THE NORTHAMPTON COUNTY DISTRICT ATTORNEY***, c/o Office of the District Attorney, 669 Washington Street, Easton, PA 18042, referred to in this Lease as LESSEE.

LESSOR leases to LESSEE, and LESSEE leases from LESSOR, 248 BROADHEAD ROAD, SUITE #3, BETHLEHEM, PA, hereinafter called “Leased Premises.” The Leased Premises consists of approximately 385 rentable square feet of space (including the common areas) and located in a building located at 248 Brodhead Road, Bethlehem, PA (the “Building”). The parties also agree that the space will be occupied by the District Attorney’s Drug Task Force.

ARTICLE 1. TERM

1.01. *Lease Term.* The term of this Lease shall be two (2) years, commencing on July 1, 2026, and ending on June 30, 2028, unless sooner terminated as provided in this Lease (hereinafter the “Term”).

ARTICLE 2. RENT

2.01. *Rent.* LESSEE will pay to LESSOR the sum of Four Hundred Dollars (\$400.00) per month, from the commencement of the Term of this Lease and continuing through the Term, in advance on the 1st day of each month (the “Rent”).

ARTICLE 3. USE OF PREMISES

3.01. *Permitted Use.* LESSEE will use the Leased Premises for the operation of the Northampton County Drug Task Force and any related functions.

3.02. *Signs.* LESSEE shall have the right to erect appropriate signs on the outside of the Leased Premises in accordance with applicable State and Township of Hanover, Northampton County, Pennsylvania laws, ordinances and regulations, subject to the approval of the LESSOR.

3.03. *Governmental Functions.* It is understood and agreed between the parties hereto that if the governmental function for which the Leased Premises are being leased is abolished, limited, restricted or reorganized as a result of any act of the Pennsylvania legislature or of the United States Congress or an administrative action, then the LESSEE shall have the absolute privilege of canceling this Lease upon thirty (30) days prior written notice to the LESSOR.

3.04. *Use of Common Areas.* As may be applicable to the Leased Premises, restrooms, hallways, lobbies, parking lots, courtyards, walkways, and all other common areas of the Building and not located within the Leased Premises are for the joint use of all lessees of the Building. LESSEE and its officers, employees, agents, and invitees will use such common areas in a reasonable, orderly, and sanitary manner in cooperation with all other lessees and their officers, employees, agents, and invitees.

ARTICLE 4. SERVICES, MAINTENANCE, AND SURRENDER

4.01. *Services and Maintenance by Lessor.* LESSOR shall furnish the Leased Premises with all utilities and services required by any local, state or federal law or regulation, including, but not limited to, the following services and maintenance:

(a) *Heat and Air Conditioning.* Heat, ventilation and air conditioning to provide and maintain under all conditions air devoid of contaminants or offensive odors and a temperature not lower than 68° Fahrenheit nor higher than 74° Fahrenheit, and a relative humidity of not more than 50%.

(c) *Electricity.* Electric current service for lighting and ordinary business needs and equipment of LESSEE. It shall be LESSOR's responsibility to provide electrical service capable of operating that equipment throughout the Term of this Lease

(d) *Telephone.* LESSOR shall ensure that proper telephone lines are and continue to be accessible to the Leased Premises. Nothing in this Lease shall be construed to mean that LESSOR is responsible or liable for telephone service to the Leased Premises.

(e) *Water.* Hot and cold water for lavatory and drinking purposes.

(f) *Plumbing.* Operating bathroom facilities within the Leased Premises.

(g) *Janitorial Service.* Removal of trash and garbage, recycling costs, and replacement of light globes or fluorescent tubes in the lighting fixtures.

(j) *Maintenance of Common Areas.* Maintenance of the public and common areas of the Building and the property on which the Building is situated, including lobbies, elevators, stairs, corridors, restrooms, walkways, lawns, court-yards, and parking areas, in reasonably good order and condition, including appropriate landscaping of outdoor areas. Maintenance includes, but is not limited to, snow and ice removal from walks, driveways and parking areas.

(k) *Maintenance of Building Structure.* Maintenance of the structure of the Building, including but not limited to, the roof, exterior walls (including windows), floors, and foundation. LESSOR shall make all repairs which may be needed to the mechanical, HVAC, electrical and plumbing systems in and servicing the Leased Premises, and all repairs to exterior windows and glass.

4.02. *Maintenance of Services.* LESSOR shall be solely responsible for the maintenance of the electrical, plumbing, heating, air conditioning, ventilation and other systems set forth in Paragraph 4.01 and such other systems as are required to perform and maintain the above services. All such services shall be in operating order twenty-four (24) hours per day. If any such system shall not be in proper operating order for a period in excess of twenty-four (24) hours, then LESSEE shall have the right to repair and maintain said non-operating system and to abate the monthly rental payment otherwise due under the terms of Article 2 above until such time as the services are fully restored.

4.03. *Maintenance and Surrender by Lessee.* Except as provided in Paragraph 4.01, LESSEE shall maintain the Leased Premises throughout the Term, and keep them free from waste or nuisance. At the termination of this Lease, LESSEE shall deliver the Leased Premises in as good a condition and state of repair as they were in at the time LESSOR delivered possession to LESSEE, except for reasonable wear and tear and damage by fire, flood, or other casualty.

ARTICLE 5. TAXES

5.01. *Real Property Taxes and Assessments.* LESSOR shall pay and fully discharge all real property taxes, special assessments, and governmental charges of every character imposed on the Leased Premises during the Term of this Lease, including any special assessments imposed on or against the Leased Premises for the construction or improvement of public works.

ARTICLE 6. ALTERATIONS, ADDITIONS, IMPROVEMENTS AND FIXTURES

6.01. *Consent of Lessor.* LESSEE shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of LESSOR. Consent for nonstructural alterations, additions or improvements to the Leased Premises shall not be unreasonably withheld by LESSOR.

6.02. *Fixtures.* LESSEE has the right at all times to erect or install furniture and fixtures, provided that LESSEE complies with all applicable governmental laws, ordinances, and regulations. LESSEE shall have the right to remove such items at the termination of this Lease, provided the fixtures can be removed without structural damage to the Leased Premises. Prior to the termination of this Lease, LESSEE shall repair any damage caused by removal of any fixtures. Any furniture or fixtures that have not been removed by LESSEE at the termination of this Lease shall become the property of LESSOR.

ARTICLE 7. DAMAGE OR DESTRUCTION

7.01. *Notice to Lessor.* If the Leased Premises or any structures or improvements in the Leased Premises should be damaged or destroyed by fire, flood or other casualty, LESSEE shall give immediate written notice of the damage or destruction to LESSOR.

7.02. *Total Destruction.* If the Leased Premises are totally destroyed by fire, flood or other casualty, or if the Building or Leased Premises should be so damaged by such a cause that rebuilding or repairs cannot, in LESSOR 's reasonable judgment, be completed within ninety (90) business days, this Lease shall terminate, and Initial Rent and Adjusted Rent (collectively "Rent") shall be abated for the unexpired portion of this Lease, effective as of the date of written notification as provided in Paragraph 7.01.

7.03. *Partial Destruction.* If the Leased Premises are damaged by fire, flood or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within ninety (90) days, this Lease shall not be terminated except as provided in Subparagraphs (a) and (b).

(a) If the partial destruction of the Leased Premises occurs prior to the final two months of the Term, LESSOR shall, at its sole cost and risk, proceed immediately to rebuild or repair the damaged Building and improvements to substantially the condition in which they existed prior to such damage. If the Leased Premises are untenable in whole or in part following such damage, the Rent payable during the period in which they are untenable shall be abated. In the event that LESSOR should fail to complete such rebuilding or repairs within ninety (90) business days from the date of written notification by LESSEE to LESSOR of the occurrence of the damage, LESSEE may terminate this Lease by giving fifteen (15) days written notice to LESSOR. On such notification, all rights and obligations under this Lease shall cease.

(b) If partial destruction of the Leased Premises occurs in the final two (2) months of the Term, or if any mortgagee holding a lien on the Building refuses to permit insurance proceeds to be applied to the restoration of the Leased Premises, or if the insurance proceeds available for restoration are not sufficient to restore the Leased Premises to substantially its condition prior to the casualty, LESSOR need not rebuild or repair the Leased Premises and shall notify LESSEE in writing of its intention not to rebuild or repair. If LESSOR elects not to rebuild or repair the Leased Premises and the Leased Premises are untenable in whole or in part following such damage, LESSEE may elect to terminate this Lease as of the date of LESSEE's notice described in

Paragraph 7.01 above or to continue the Lease with the Rent for the remainder of the Term adjusted equitably. LESSEE shall notify LESSOR of such election within thirty (30) days after receipt of LESSOR 's notice described above.

7.04. *Insurance.* LESSOR shall and will, at LESSOR 's sole expense, secure and maintain during the Term of this Lease, fire and extended coverage insurance from a good and responsible company or companies doing business within the Commonwealth of Pennsylvania, in an amount equal to the value of the Building and other improvements, provided that insurance in that amount can be obtained, and, if not, then for the highest percentage that can be obtained.

7.05. *Lessee Insurance.* LESSEE shall and will, at LESSEE's sole expense secure and maintain during the Term of this Lease (i) a comprehensive policy of general liability insurance, naming LESSOR as additional insured, protecting LESSOR against any liability occasioned by any occurrence on or about any part of the Leased Premises or any appurtenances thereto, with such policies to provide a minimum coverage of \$1,000,000 with respect to any one person or accident and in the minimum amount of \$500,000 with respect to any property damage, and (ii) sufficient insurance to cover fitness, equipment and other personal property of LESSEE located in the Leased Premises.

ARTICLE 8. CONDEMNATION

8.01. *Total Condemnation.* If the whole of the Leased Premises shall be taken by any public or quasi-public authority under the power of eminent domain, condemnation or expropriation or in the event of a conveyance in lieu thereof or if any or part of the Building is taken by condemnation, then this Lease shall terminate on the date when title vests in the condemning authority.

8.02. *Partial Condemnation.* If any part of the Leased Premises shall be so taken or conveyed and if such partial taking or conveyance shall render the Leased Premises unsuitable for the business of the LESSEE, or if any of the Building is taken or conveyed and, in LESSOR's sole opinion, it would be impractical or the condemnation proceeds are insufficient to restore the remainder of the Building, then the Term of this Lease shall cease and terminate as of the date on which title to the Leased Premises or Building vests in the condemning authority. In the event such partial taking or conveyance is not extensive enough to render the Leased Premises unsuitable for the business of LESSEE, in LESSEE's sole opinion, this Lease shall continue in full force and effect except that the Rent shall be adjusted equitably during the unexpired portion of the Term.

8.03. *Lessee's Damages.* LESSEE shall have the right to claim and recover from the condemning authority, or from the LESSOR if appropriate, such compensation as may be separately awarded or recoverable by LESSEE under the Eminent Domain Code in LESSEE's own right.

ARTICLE 9. ACCESS AND INSPECTION BY LESSOR

9.01. LESSOR and its officers, agents, employees and representatives shall have the right to enter the Leased Premises, at reasonable hours, for purposes of inspection, cleaning, maintenance, repairs, alterations or additions as LESSOR may deem necessary, or to show the Premises to prospective lessees, purchasers or lenders.

ARTICLE 10. ASSIGNMENT AND SUBLEASE

10.01. *Assignment and Subletting by Lessee.* LESSEE reserves the right to assign this Lease, or sublet any or all of the Leased Premises, during the Term, with the prior written approval of LESSOR, which consent may be denied for any reason or no reason.

10.02. *Assignment by Lessor.* This Lease may be assigned by LESSOR to any successor owner of the Leased Premises, without consent for notice to the LESSEE.

ARTICLE 11. DEFAULT

11.01. *Lessee's Default.* Each of the following events shall be deemed to be events of default by LESSEE under this Lease:

(a) LESSEE fails to promptly pay any installment of Rent due under this Lease, except when abatement of Rent is permitted herein.

(b) LESSEE fails to comply with any term, provision or covenant of this Lease, other than the payment of Rent, and does not cure the failure within thirty (30) days after written notice of the failure to LESSEE.

11.02. *Remedies for Default.* On the occurrence of any event of default specified in Paragraph 11.01, LESSOR shall have those rights and remedies available to it by law or equity or by any other provisions of this Lease.

11.03. *Lessor's Default.* If LESSOR defaults in the performance of any term, covenant or condition required to be performed by it under this agreement, LESSEE may elect to do either one of the following:

(a) After not less than thirty (30) days' written notice to LESSOR and LESSEE's failure to remedy such default, LESSEE may remedy such default by any necessary action and, in connection with such remedy, may pay expenses including reasonable attorneys' fees. All sums expended or obligations incurred by LESSEE in connection with remedying LESSOR's default shall be paid by LESSOR to LESSEE on demand and, on failure of such reimbursement, LESSEE may, in addition to any other right or remedy that LESSEE may have, deduct these costs and expenses from Rent subsequently becoming due under this Lease.

(b) LESSEE may terminate this Lease on giving at least thirty (30) days' notice to LESSOR of such intention in the event LESSOR does not remedy such default within such thirty (30) day period. In the event LESSEE elects this option, the Lease will be terminated on the date designated in LESSEE's notice, unless LESSOR has cured the default prior to expiration of the thirty (30) day period.

11.04. *Cumulative Remedies.* Pursuit of any of the remedies provided in this Lease by either LESSOR or LESSEE shall not preclude pursuit of any of the other remedies provided in this Lease or by law. Pursuit of any remedy provided in this Lease or by law by either party shall not constitute a forfeiture or waiver of any damages accruing to either party by reason of the violation of any of the terms, provisions and covenants contained in this Lease. Nor shall pursuit of any remedies provided in this Lease by LESSOR constitute a waiver or forfeiture of any rent due to LESSOR under this Lease.

11.05. *Waiver of Default.* No waiver by either party of any default or violation or breach of any of the terms, provisions or covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants of the Lease. Forbearance by either party to enforce one or more of the remedies provided in this Lease or by law on an event of default shall not be deemed or construed to constitute a waiver of such default.

ARTICLE 12. INDEMNIFICATION

12.01. LESSEE hereby indemnifies and agrees to save harmless LESSOR from and against any and all claims that (i) arise from or are in connection with the possession, use, occupation, management, repair, maintenance or control of the Leased Premises by LESSEE or (ii) arise from or are in connection with any act or omission of LESSEE or LESSEE's agents, employees or invitees, or (iii) result in injury to person or property or loss of life sustained in the Leased Premises. LESSEE shall, at its own cost and expense, defend any and all actions, suits and proceedings which may be brought against LESSOR with respect to the foregoing or in which they may be impleaded. LESSEE shall pay, satisfy and discharge any and all judgments, orders and decrees which may be recovered against in connection with the foregoing. LESSEE shall pay all costs, expenses and reasonable attorneys' fees that may be expended or incurred by LESSOR in enforcing the covenants of LESSEE hereunder.

ARTICLE 13. MISCELLANEOUS

13.01. *Americans with Disabilities Act.* LESSOR agrees that the Leased Premises comply with all provisions of the Americans with Disabilities Act.

13.02. *Notices and Addresses.* All notices to be given under this Lease shall be given by certified mail or registered mail, postage prepaid, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR : Hanover Township, Northampton County
 3630 Jacksonville Road
 Bethlehem, PA 18017-9302
 Attn: Mark Hudson, Township Manager

 Lower Nazareth Township
 623 Municipal Drive
 Nazareth, PA 18064
 Attn: Laurie A. Stauffer, Manager

 Attn: Tami M. Dravecs, Secretary

LESSEE: Stephen G. Baratta
Office of District Attorney
Northampton County Government center
669 Washington Street
Easton, PA 18042

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this Paragraph. Notice by registered or certified mail shall be deemed given on the third business day following deposit in the mail.

13.03. *Binding Successors and Assigns.* All rights and liabilities given to, or imposed on, the respective parties to this Lease shall extend to and bind the several respective successors and assigns of the parties when otherwise permitted by this Lease.

13.04. *Reasonableness.* In all instances where LESSOR's or LESSEE's consent, permission or approval is required, the same shall not be unreasonably refused, withheld or delayed.

13.05. *Pennsylvania Law to Apply.* This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. All obligations of the parties created by this Lease are performable in Northampton County, Pennsylvania.

13.06. *Legal Construction.* In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the agreement, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been included in the agreement.

13.07. *Prior Agreements Superseded.* This Lease constitutes the only agreement between LESSOR and LESSEE and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease.

13.08. *Amendment.* No amendment, modification, or alteration of the terms of this Lease shall be binding unless in writing, dated subsequent to the date of this Lease, and duly executed by the LESSOR and LESSEE.

13.09. *Time of Essence.* Time is of the essence of this Lease.

13.10. *Counterparts; Binding.* This Lease may be executed in counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Lease shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of the parties hereto. Further, this Lease shall be binding upon and inure to the benefit of successors of the respective parties. A facsimile or electronic mail copy of an executed counterpart shall serve as an original copy of the counterpart.

IN WITNESS WHEREOF, the parties hereto execute this Lease, and intend to be legally bound hereby.

LESSOR:
Hanover Township,
Northampton County

ATTEST:

By: _____
KIMBERLY LYMANSTALL, Secretary

BY: _____
SUSAN A. LAWLESS, Chair
Board of Supervisors

WITNESS:

LESSEE:
Northampton County District Attorney

By: _____
Print Name: Tami M. Dravecs
Title: Secretary

BY: _____
Print Name: Stephen G. Baratta
Title: _____

ORDINANCE NO. 26-__

AN ORDINANCE OF THE TOWNSHIP OF HANOVER, COUNTY OF NORTHAMPTON, COMMONWEALTH OF PENNSYLVANIA, AMENDING THE TOWNSHIP OF HANOVER'S CODE OF ORDINANCES, PART II, GENERAL LEGISLATION; AMENDING CHAPTER 124, PARKS AND RECREATION, TO PROHIBIT CERTAIN MOTORIZED VEHICLES WITHIN AND ON TOWNSHIP OWNED PROPERTY; AMENDING CHAPTER 124'S VIOLATION AND PENALTY PROVISIONS; AND, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT HERewith.

WHEREAS, Hanover Township, Northampton County, Pennsylvania (the "Township") through its Board of Supervisors (the "BOS"); adopted Ordinance No. 73-10, Parks and Recreation, on December 28, 1973, as amended (the "Ordinance"); and

WHEREAS, the use of certain motorized vehicles within and on Township owned property, particularly its parks, has become a safety concern; and

WHEREAS, the BOS wishes to amend the Ordinance to prohibit the use of certain motorized vehicles within and on certain Township-owned property and amend the Ordinance's violation and penalty provisions relative to the same.

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

SECTION 1. The Township of Hanover's Code of Ordinances; Part II *General Legislation*; Chapter 124 *Parks and Recreation*; § 124-5 *Violations and penalties* is deleted in its entirety and replaced as follows:

"§ 124-5 Motorized vehicles.

A. Purpose. The purpose of this section is to ensure the safety and enjoyment of all residents and visitors in Hanover Township by prohibiting the use of certain motorized vehicles on property owned by Hanover Township, specifically Township owned public parks and open spaces.

B. Definitions.

1. MOTOR-DRIVEN CYCLE — A motorcycle, dirt bike, ATV or other similar vehicle which is either two-wheeled or four-wheeled, and straddle-mounted, with either an electric or combustion powered motor.

2. PUBLIC PARKS — All parks, trails, open spaces, and recreational areas owned or managed by Hanover Township, Northampton County Pennsylvania.

C. Prohibitions.

1. All Motor-Driven Cycles are prohibited from use in all Public Parks.

2. For purposes of any violations and penalties, any parent of any minor or the guardian of any ward shall be responsible for a minor or ward who violates the provisions of this section relating to the operation of a Motor-Driven Cycle.

§ 124-6. Violations and Penalties

A. Any person who violates this chapter, including any parent of any minor or the guardian of any ward, shall upon conviction in a summary proceeding brought before a District Justice 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 \$1,000, plus costs of prosecution. In default of payment thereof, the defendant may be sentenced to imprisonment for a term not exceeding 90 days. Each day or portion thereof that such violation continues or is permitted to continue shall constitute a separate offense, and each section of this chapter that is violated shall also constitute a separate offense.

B. Any Motor-Driven Cycle used in violation of § 124-5 shall be impounded by the Colonial Regional Police Department subject to further adjudication.

SECTION 2. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.

SECTION 3. 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 4. This Ordinance shall become effective upon 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 _____, 2026.

ATTEST:

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

By: _____
KIMBERLY LYMANSTALL,
Secretary

By: _____
SUSAN A. LAWLESS, ESQUIRE,
Chair

RESOLUTION 26 - 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 PA Department of Community & Economic Development (“Authority”) from the Multimodal Transportation Fund Program; and

Be it **RESOLVED**, that the Board of Supervisors of Hanover Township of Northampton County hereby request a Multimodal Transportation Fund Grant to install two new pedestrian crosswalks for a total expected project cost of \$416,234.52 with 30% (\$124,870.36) funded by the Township and 70% (\$291,364.16) funded from the Commonwealth Financing Authority.

Be it FURTHER RESOLVED, that the Applicant does hereby designate

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. 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.
4. This Resolution shall remain in effect and binding until rescinded or modified by the Board of Supervisors, Township of Hanover.

RESOLVED this 23rd day of June 2026.

ATTEST

BOARD OF SUPERVISORS
Hanover Township,
Northampton County

By: _____
Kimberly Lymanstall, Secretary
Board of Supervisors

By: _____
Susan Lawless, Chairman
Board of Supervisors

Authority to facilitate and assist in obtaining the requested grant. I, Kimberly Lymansall, duly qualified Secretary of the Board of Supervisors, Hanover Township Northampton County, PA, hereby certify that the forgoing is true and a correct copy of this Resolution was adopted by the Board of Supervisors, Hanover Township, Northampton County, at a regular meeting held this 23rd day of June 2026 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 Lymanstall, Secretary
Board of Supervisors,
Hanover Township - Northampton County

RESOLUTION 2026 – 12
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 & Economic Development (“County”) from the 2027 Hotel Tax Grant Program; and

Be it **RESOLVED** that the Board of Supervisors of Hanover Township, Northampton County hereby requests funds from the 2027 Hotel Tax grant in an amount not to exceed \$3,000.00 from the Northampton County Department of Community & Economic Development to be used for entertainment expenses at the 2027 Fall Fest held on October 2, 2027.

NOW THEREFORE, IT IS FURTHER RESOLVED THAT:

1. Any application for a grant from the County 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. 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.
4. This Resolution shall remain in effect and binding until rescinded or modified by the Board of Supervisors, Township of Hanover.

RESOLVED this 23th day of June 2026.

ATTEST

BOARD OF SUPERVISORS
Hanover Township,
Northampton County

By: _____
Kimberly R. Lymanstall, Secretary
Board of Supervisors

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

I hereby certify that this Resolution was adopted by the Board of Supervisors, Hanover Township, Northampton County, this 23th day of June 2026, 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

The logo for ET&T, featuring the letters 'ET&T' in a bold, blue, sans-serif font. The ampersand is smaller and positioned between the 'T's.

Service You Trust Since 1968
Business Phones and IT Services

Prepared for:

Hanover Township - Northampton
County

Prepared by:

Fusun Bubernack

Mitel phone system
Maintenance/Software Security

Basic Maintenance with Software renewal

Quote # 001359
Version 1

Wednesday, June 17, 2026

Hanover Township - Northampton County
Kim Lymanstall
3630 Jacksonville Road
Bethlehem, PA 18017
klymanstall@hanover-nc.org

Dear Kim,

This is a Basic ET&T Support Contract.

We are reaching out to you to let you know that your current agreement is set to expire soon. To continue to provide the customary service you've experienced, we are encouraging you to extend your coverage. Simply submit your payment before the effective renewal date and your protection will automatically continue for another term period.

Here are the benefits of having a Basic Simplified Protection Plan:

- **Predictable Cost**
- **Proactive Maintenance Check-Up**
- **Minimal Downtime with Priority Response**
- **Software Assurance Coverage from the Manufacturer**

Stay Current: Keep up-to-date on Mitel's software releases and take advantage of new functionality and expanded interoperability as well as security patches. Normally a \$750 to \$1500 charge for each release, free with maintenance plan.

Reduce Risk: Address system issues through software updates and support from ET&T's highly skilled technical resources. Software updates are free except the labor to install, which will be billable at ET&T's published rates.

Be Proactive: Enables early identification and resolution of critical and major issues. Should there be any manufacturer related issue with your system, without a SWA, there will a \$1500.00 charge from the manufacturer to engage them.

This plan also comes with "Cost-increase Protection", so no matter what incremental price increases we may incur from our vendors, the cost of the services we deliver to you will not increase more than 10% annually (plus any additions made to your system).

ET&T offers the following maintenance coverage options. If you decide that you would like to change your current level of coverage, please be sure to let us know. Both plans include the ongoing service and attention your system needs. The major difference is the time frames of ET&T coverage you prefer to have included in the agreement. Additional details of your Maintenance Agreement are outlined in the contract.

- **Basic Simplified Protection M-F, 8:00am - 5:00pm**
- **Premium Simplified Protection 24/7/365 Availability**

Now is the best time to act.... don't let your Maintenance Agreement expire! The sooner you renew, the sooner we can get your full-term rate locked in. Contact us today at 610-433-1000 to quickly pay over the phone, or send your payment to the address provided.

If you have any questions or would like to discuss this further, please give us a call. We look forward to continuing to maintain the stability of your voice network.

Warm Regards,

Fusun Bubernack
President- ET&T, Inc.



Fusun Bubernack
President
ET&T



Service You Trust Since 1968
Business Phones and IT Services

www.et-t.com

P: 610-433-1000
E: fbubernack@et-t.com

Maintenance and Software Assurance

Product Details	Qty
Maintenance and Software coverage good till July 2027	1
SWA Std 1y MiVO250 Up To 32 Users	1
Subtotal:	\$1,861.78

Basic Maintenance with Software renewal



Prepared by:
ET&T

Fusun Bubernack
6104331000
fbubernack@et-t.com

Prepared for:

**Hanover Township - Northampton
County**

3630 Jacksonville Road
Bethlehem, PA 18017
Kim Lymanstall
(610) 573-3861
klymanstall@hanover-nc.org

Quote Information:

Quote #: 001359

Version: 1
Delivery Date: 06/16/2026
Expiration Date: 07/11/2026

Quote Summary

Description	
Maintenance and Software Assurance	
Total:	\$1,861.78

Acceptance and Incorporation by Reference

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the "Agreement") is between ET&T (sometimes referred to as "we," "us," "our," or "Provider"), and the customer found on the signature block at the end of this Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date both parties have signed below (the "Effective Date"). Both Provider and Client are sometimes referred to individually as a "Party", or together as the "Parties". Any capitalized terms in this Order not directly defined are referred to in the applicable document identified on Exhibit A of this Order. If there is a conflict between this Order, the Master Services Agreement, any Service Attachment, or Exhibit, this Order will control.

By signing or accepting this Order, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified on Exhibit A to this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s). This Order supersedes all prior negotiations, proposals, orders, agreements and communications between the parties regarding Provider's Services.

Provider may make changes to the Agreement at any time. If there are changes, Provider will revise the date at the top of the document. Provider may or may not provide Client with additional notice regarding such changes. Client should review the terms and conditions regularly. Unless otherwise noted, the amended terms and conditions will be effective immediately, and your continued use of the Services thereafter constitute your acceptance of the changes. If you do not agree to the amended terms and conditions, you must stop using the Services immediately. Please note, you may incur a termination fee or other third-party fees, if applicable.

The parties, acting through their authorized officers, hereby execute this Agreement.



Service You Trust Since 1968
Business Phones and IT Services

www.et-t.com

P: 610-433-1000
E: fbubernack@et-t.com

ET&T

Hanover Township - Northampton County

Signature: F. BUBERNACK

Name: Fusun Bubernack

Title: President

Date: 06/16/2026

Signature: _____

Name: Kim Lymanstall

Date: _____

 Exhibit A

Agreement	Description
<u>Master Services Agreement</u>	General terms and conditions applicable to all Provider products and services.
<u>Services Attachment for Managed Services</u>	Core managed services including monitoring, remote management, and help-desk.
<u>Data Processing Agreement</u>	Data security and privacy agreement including statutorily required terms.
<u>Service Level Objectives</u>	Targeted response times by tier of severity.
<u>Schedule of Services</u>	Description of managed services offered by Provider.
<u>Schedule of Third-Party Services</u>	Notice of third-party services and waiver of claims.
<u>Service Attachment for VOIP</u>	Managed Unified communication services including voice over IP.
<u>Schedule of Third-Party Services</u>	Video surveillance and physical access control services.
<u>Service Attachment for Managed Compliance</u>	Consulting and advising regarding regulatory and legal compliance.

COMMERCIAL GENERAL MAINTENANCE CONTRACT



Value Statement

This maintenance agreement is designed to protect your technology investment, minimize downtime, and provide predictable support costs while delivering priority service and exclusive customer benefits.

YOUR MAINTENANCE AGREEMENT INCLUDES:

1. FREE hardware and parts replacement on defective system components (excluding cases outlined in the exclusions section below.)
2. FREE remote programming sessions (one hour per year).
3. FREE annual system database backup.
4. FREE annual preventive maintenance check-up.
5. FREE remote diagnostic and troubleshooting support.
6. FREE unlimited end-user training.
7. FREE annual two-hour administrator training session.
8. FREE resolution of wiring and cabling issues for cabling installed or certified by ET&T.
9. FREE database restoration and system reprogramming as required to return the system to pre-failure operating condition (excluding items listed under exclusions).
10. FREE annual audit of local and long-distance telecom expenses.
11. FREE annual audit of Internet service provider expenses.
12. FREE consultation and cost-saving recommendations.
13. FREE consultation for Adds, Moves, Changes, and new technology system design.
14. FREE labor and travel for items covered under maintenance.
15. FREE user guides and customized button maps.
16. FREE replacement of handset and station cords.
17. FREE support and coordination with Telco carriers when the provider is an ET&T-recommended business partner.

18. Preferred customer discount on additional hardware/software purchases (approximately 17%).
19. Preferred customer labor discount of 14.5% off published rates for adds, moves, and changes.
20. Priority emergency response – average response within four hours of request receipt (for Premium Simplified Protection) and eight hours (for Basic Simplified Protection).
21. After-hours emergency service billed at current ET&T overtime rate (for Basic Simplified Protection).
22. Software Assurance included when applicable; upgrade labor billed at discounted rate plus trip charge.

SERVICE LEVELS



Basic Simplified Protection

Includes all items listed above.

Coverage: Monday – Friday, 8:00 AM – 5:00 PM



Premium Simplified Protection

Includes all items listed above.

Coverage: 24/7/365 including all observed holidays.

EXCLUSIONS

- Accidents, theft, fire, lightning, flood, and acts of nature
- Power-related issues including outages, surges, and brownouts
- Customer misuse or neglect
- Environmental conditions affecting equipment performance
- Modifications or repairs performed by non-ET&T technicians
- Non-ET&T approved accessories or consumables
- Adds, moves, and changes
- Battery backups and batteries
- Telco provider issues not associated with ET&T-recommended partners
- Equipment purchased from third-party suppliers
- Failure to return defective equipment
- Customer network-related issues outside ET&T's scope that impact service

DID YOU KNOW?

You already trust us with your business communications, but did you know we offer managed IT support too?

From cybersecurity to help desk support and strategic planning, our team delivers the same quality service you already trust. That means one local team with a 15-minute response time guarantee across both phone and IT solutions.

Curious what that could look like for your business?

We're offering 3 months free!



The logo for ET&T is displayed in a large, bold, blue font. The letters 'E', 'T', and '&' are in a standard sans-serif font, while the 'T' at the end is slightly larger and more prominent. The logo is centered within a white circular area that is framed by a thick blue border and an orange border.

Service You Trust Since 1968
Business Phones and IT Services

Prepared for:
Hanover Township Community Center

Prepared by:
Fusun Bubernack

Hanover Twp - Community Center

Basic Maintenance + SWA

Quote # 001358
Version 1

Tuesday, June 16, 2026

Hanover Township Community Center
Kimberly Lymanstall
3660 Jacksonville Road
Bethlehem, PA 18017
klymanstall@hanovertwp-nc.org

Dear Kimberly,

Protect your investment with a maintenance plan.

Here are the benefits of having a Maintenance Protection Plan:

- **Predictable Cost**
- **Proactive Maintenance Check-Up**
- **Minimal Downtime with Priority Response**
- **Software Assurance Coverage from the Manufacturer**

Stay Current: Keep up-to-date on Mitel's software releases and take advantage of new functionality and expanded interoperability as well as security patches. Normally a \$750 to \$1500 charge for each release, free with maintenance plan.

Reduce Risk: Address system issues through software updates and support from ET&T's highly skilled technical resources. Software updates are free except the labor to install, which will be billable at ET&T's published rates.

Be Proactive: Enables early identification and resolution of critical and major issues. Should there be any manufacturer related issue with your system, without a SWA, there will a \$1500.00 charge from the manufacturer to engage them.

This plan also comes with "Cost-increase Protection", so no matter what incremental price increases we may incur from our vendors, the cost of the services we deliver to you will not increase more than 10% annually (plus any additions made to your system).

ET&T offers the following maintenance coverage options. If you decide that you would like to change your current level of coverage, please be sure to let us know. Both plans include the ongoing service and attention your system needs. The major difference is the time frames of ET&T coverage you prefer to have included in the agreement. Additional details of your Maintenance Agreement are outlined in the contract.

The pricing on this contract is for Basic Coverage.

- **Basic Simplified Protection M-F, 8:00am - 5:00pm**
- **Premium Simplified Protection 24/7/365 Availability**

Now is the best time to act.... don't let your Maintenance Agreement expire! The sooner you renew, the sooner we can get your full-term rate locked in. Contact us today at 610-433-1000 to quickly pay over the phone, or send your payment to the address provided.

If you have any questions or would like to discuss this further, please give us a call. We look forward to continuing to maintain the stability of your voice network.

Warm Regards,

Fusun Bubernack
President- ET&T, Inc.



Fusun Bubernack
President
ET&T



Service You Trust Since 1968
Business Phones and IT Services

www.et-t.com

P: 610-433-1000
E: fbubernack@et-t.com

Maintenance and Software Assurance

Product Details	Qty
Basic Maintenance coverage with Software Assurance - good till July 2027	1
SWA Std 1y MiVO250 Up To 32 Users	1
SWA Std 1y MiVO250 Up To 32 Users	
Subtotal:	\$1,184.22

Basic Maintenance + SWA



Prepared by:

ET&T

Fusun Bubernack
6104331000
fbubernack@et-t.com

Prepared for:

Hanover Township Community Center

3660 Jacksonville Road
Bethlehem, PA 18017
Kimberly Lymanstall
(610) 317-8701
klymanstall@hanovertwp-nc.org

Quote Information:

Quote #: 001358

Version: 1
Delivery Date: 06/16/2026
Expiration Date: 07/11/2026

Quote Summary

Description

Maintenance and Software Assurance

Total:

\$1,184.22

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

ET&T

Hanover Township Community Center

Signature: _____

Name: _____

Fusun Bubernack

Title: _____

President

Date: _____

06/16/2026

Signature: _____

Name: _____

Kimberly Lymanstall

Date: _____

Exhibit A

General terms and conditions applicable to all Provider products and services.

[Master Services Agreement](#)

Core managed services including monitoring, remote management, and help-desk.

[Services Attachment for Managed Services](#)

Data security and privacy agreement including statutorily required terms.

[Data Processing Agreement](#)

Targeted response times by tier of severity.

[Service Level Objectives](#)

Description of managed services offered by Provider.

[Schedule of Services](#)

Notice of third-party services and waiver of claims.

[Schedule of Third-Party Services](#)

Managed Unified communication services including voice over IP.

[Service Attachment for VOIP](#)

Video surveillance and physical access control services.

[Schedule of Third-Party Services](#)

Consulting and advising regarding regulatory and legal compliance.

[Service Attachment for Managed Compliance](#)



OUR SERVICE GUARANTEE

You, the customer, are our greatest asset. We pledge to deliver **OUR BRAND** of 'WOW' service.

First, we promise a **15 minute service request** acknowledgment or the next service call up to \$500 is on us.

Then, if we have not met or exceeded your expectations and provided you with 'WOW' service, we will give you **one additional year of warranty FREE** of charge.

2360 Avenue A Bethlehem, PA 18017

(610)-433-1000 | www.et-t.com

COMMERCIAL GENERAL MAINTENANCE CONTRACT



Value Statement

This maintenance agreement is designed to protect your technology investment, minimize downtime, and provide predictable support costs while delivering priority service and exclusive customer benefits.

YOUR MAINTENANCE AGREEMENT INCLUDES:

1. FREE hardware and parts replacement on defective system components (excluding cases outlined in the exclusions section below.)
2. FREE remote programming sessions (one hour per year).
3. FREE annual system database backup.
4. FREE annual preventive maintenance check-up.
5. FREE remote diagnostic and troubleshooting support.
6. FREE unlimited end-user training.
7. FREE annual two-hour administrator training session.
8. FREE resolution of wiring and cabling issues for cabling installed or certified by ET&T.
9. FREE database restoration and system reprogramming as required to return the system to pre-failure operating condition (excluding items listed under exclusions).
10. FREE annual audit of local and long-distance telecom expenses.
11. FREE annual audit of Internet service provider expenses.
12. FREE consultation and cost-saving recommendations.
13. FREE consultation for Adds, Moves, Changes, and new technology system design.
14. FREE labor and travel for items covered under maintenance.
15. FREE user guides and customized button maps.
16. FREE replacement of handset and station cords.
17. FREE support and coordination with Telco carriers when the provider is an ET&T-recommended business partner.

18. Preferred customer discount on additional hardware/software purchases (approximately 17%).
19. Preferred customer labor discount of 14.5% off published rates for adds, moves, and changes.
20. Priority emergency response – average response within four hours of request receipt (for Premium Simplified Protection) and eight hours (for Basic Simplified Protection).
21. After-hours emergency service billed at current ET&T overtime rate (for Basic Simplified Protection).
22. Software Assurance included when applicable; upgrade labor billed at discounted rate plus trip charge.

SERVICE LEVELS



Basic Simplified Protection

Includes all items listed above.

Coverage: Monday – Friday, 8:00 AM – 5:00 PM



Premium Simplified Protection

Includes all items listed above.

Coverage: 24/7/365 including all observed holidays.

EXCLUSIONS

- Accidents, theft, fire, lightning, flood, and acts of nature
- Power-related issues including outages, surges, and brownouts
- Customer misuse or neglect
- Environmental conditions affecting equipment performance
- Modifications or repairs performed by non-ET&T technicians
- Non-ET&T approved accessories or consumables
- Adds, moves, and changes
- Battery backups and batteries
- Telco provider issues not associated with ET&T-recommended partners
- Equipment purchased from third-party suppliers
- Failure to return defective equipment
- Customer network-related issues outside ET&T's scope that impact service

DID YOU KNOW?

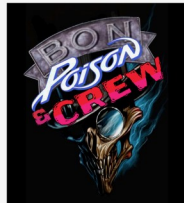
You already trust us with your business communications, but did you know we offer managed IT support too?

From cybersecurity to help desk support and strategic planning, our team delivers the same quality service you already trust. That means one local team with a 15-minute response time guarantee across both phone and IT solutions.

Curious what that could look like for your business?

We're offering 3 months free!





Venue/customer: Hanover twp. America's 250 Celebration

Venue Representative: Dante Terenzio

ARTIST/BAND LEADER (name) Jay Orrell
Reference to Artist is also to Band Leader. If more than one person, the Band Leader acts as agent for personnel listed at Schedule A (reverse side)
of (address) 805 South Valley Ave, Olyphant PA, 18447, U.S.A. (hm/wk phone) (570) 591-6912
(mobile) (570) 591-6912 (email) bonpoison00@gmail.com (fax) N/A

AGREEMENT TO ENGAGE ARTIST The Hirer agrees to engage the Artist on the terms of this agreement

1(a) Appearing as The Jay Orrell Band (the J.O.B.) (name of Act/ Band)

1(b) To Perform The Best of the Big 80's & 90's

NA Production & Instruments: Venue will provide: Stage(15' X15' minimum), In House Drum Kit, In House Sound/PA, In House Light Show & Competent sound engineer, DI's & other necessary components

PERFORMANCE VENUE AND TIMES If a residency (more than 1 booked gig) then list dates at Schedule B (reverse side)

2(a) At 2:30-4: America 250 Celebration, Bethlehem as "the J.O.B."

2(b) On Sept 26, 26 (date) or as set out in Sch. B for performance from 2:30 (time) to 4:00 (time)
or for a period of (days) (less breaks)
2 or 3 sets with 15/20 min break, house music provided by venue on break.

~~TRAVEL: TRANSPORT, ACCOMMODATION AND MEALS Provided by Venue~~ one of the following options completed:

3(a) The Hirer _____

3(b) The Hirer _____

Flights/Dates/Times: **NA**

Venue Hospitality: 24 chilled bottles of water, Jersey Mikes/Subway to feed 7(NO Mayo), Hot Tea/Coffee if requested, 2 Cases of Bud Light Lime, 5 Stage Towels, Batteries: 2- 9V , 1- 12 pack of AA, Green Room(close to stage) with Mirrors, good lighting, couches & chairs, restroom, Area set aside for Merch,

CANCELLATION OF PERFORMANCE Entertainers will Only cancel in the Event of: Act of God, etc. Therefore Not Liable.

The performance may only be cancelled by written notice received by the other party, no less than 5 Weeks from date of performance, days before the performance ****The Hirer will not be held liable for any expenses within said 5 week period OR**

in the case of Act of God ie; Fire, Death, etc. **Text is Acceptable.
Deposit and any incurred travel costs are not refundable in the event of cancellation. If any performance is cancelled without proper written notice; if no cancellation period is specified above; or the performance is confirmed within the cancellation period specified: the performance stands as confirmed and the full Final Total payable immediately by the Hirer in the event of a cancellation. (The Artist may cancel at any time if

The J.O.B. will play from 2:30-4pm - PA provided by Band. Individual members will bring personal stage equipment, arriving between 12/12:30pm to set up & sound check.

n _____ (date) and otherwise as set out in the payment clause
****Contract is contingent upon: 1 Show(s) - for a fee of: \$ 1,400 . Per Performance .**

Venue Representative:

SIGNED _____ (Hirer) _____
by or on behalf of PRINT NAME SIGNATURE
(The signatory of the Hirer warrants that they have authority to enter this agreement on behalf of the Hirer)

MGT. SIGNED Jay Orrell (Artist) Jay Orrell
by or on behalf of PRINT NAME SIGNATURE

Band: SLAMB
Event: Live Performance at Public Township Pool
Date of Performance: Saturday, July 18, 2026
Performance Time: 7:15 PM – 8:30 PM

Description of Services:

Live musical performance by SLAMB consisting of one (1) hour and (15) minutes of live entertainment. Full PA system and instruments are to be provided by SLAMB, inclusive of the fee below.

Total Comprehensive Fee: \$500

Terms & Conditions:

1. Payment Terms:

Payment in full (\$500) is due on the day of the performance unless otherwise agreed upon in writing. Any preferred payment options consisting of bank check, venmo, and/or cash will be accepted as payment from the booking party. It is agreed that no down payment and/or deposits are required by both parties.

2. Force Majeure:

SLAMB shall not be held liable for failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to severe weather, emergencies, or other unforeseen events. In such cases, both parties agree to make reasonable alternative arrangements. Additionally, SLAMB reserves the right to cease or delay performance if conditions pose a risk to the safety or integrity of the band's equipment and/or members, which would be communicated with the booking party.

3. Sound & Equipment Responsibility:

SLAMB is not responsible for any costs, damages, or liabilities associated with externally provided sound equipment, staging, lighting, or technical services not owned or operated by the band. The event organizer assumes full responsibility for the arrangement, operation, and financial obligations related to any third-party production services.

Contact Information:

Ben Carlin: 610-417-1123
slambbandofficial@gmail.com

Booking Party Signature: X

Band Signature x Ben Carlin