

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

August 24, 2026

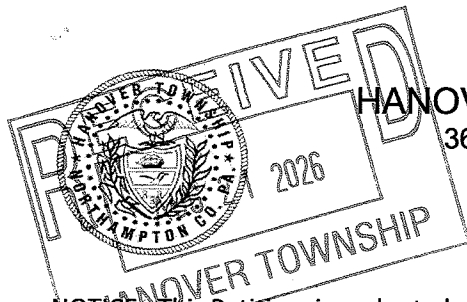
To: Board of Supervisors
Mark Hudson
Kimberly Lymanstall
Barbara Baldo
Brian Dillman
Jesse Chupella
Matthew J. Deschler, Esquire
Jim Broughal, Esquire
Brien Kocher, HEA

RE: Zoning Petition: 26ZHB07
Applicant: Imperium Capital Partners LLC
Property location: 330 Stoke Park Rd
Zoning District: PIBD (Planned Industrial Business Park District)

Enclosed is a copy of the application received August 21, 2026, requesting a special exception variance for a automobile service shop.

The next meeting is tentatively scheduled 7:00 PM Thursday, September 24, 2026. Notice of Hearing to follow.

Tracy Luissner



HANOVER TOWNSHIP, Northampton County

3630 Jacksonville Rd, Bethlehem PA 18017

Phone 610-866-1140 Fax 610-758-9116

K# 2033583
P-A II
AUG 21 2026
BY: DM 9100 #14635

PETITION

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

Application is made this 20th day of August, 20 26

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

- Address of property for which a special permit is requested: 330 Stoke Park Road Bethlehem, Pennsylvania 18017
- Tax Parcel No.: M6 24 10F 0214
- Current Zoning Classification: Planned Industrial/Business Park District (PIBD)
- The Dimension of the land area are: 244 ft x 558 ft
- The real estate contains 136,208 square feet.
- The real estate in question is presently classified under the Hanover Township Zoning Ordinance as:
(a) The real estate is presently used for the purpose of: car sales & service
(b) and contains buildings and other improvements consisting of (if real estate is vacant land, so note): car dealership office and 16 service bays

II. **OWNER INFORMATION**

- Owner of property: JJLH Associates, LTD Telephone (215) 364-3890
(all parties to the title must be listed, attach additional page if needed)
Address c/o David G. Oyler 4437 Street Road Trevoze, PA 19053

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

- Applicant ("Petitioner(s)") Imperium Capital Partners, LLC Telephone (484) 767-8594
(all parties must be listed, attach additional page if needed)
Address 1436 Hampton Road Allentown, PA 18104
- Petitioner is the (check one or more)
☐ Owner ☐ Occupant ☐ Agent for: ☒ Other: Purchase Agreement
- Attorney representing Petitioner(S): Gary A. Brienza, Esq. Telephone (610) 759-1530
Address One South Main Street Nazareth, PA 18064
- Petitioner: (check appropriate action)
☐ Hereby appeals from the decision of the Zoning Administrator, or other township Official; or
☒ Hereby applies for a special exception or permit, or variance, from the terms of the Zoning Ordinance; or
☐ Hereby applies for: _____
- Petitioner appeals or makes application from the order, requirement, decision or determination of the Zoning Administrator or other Township Official made on _____, 20____, which was as follows: (quote, or if insufficient space, attach additional page). _____

6. Petitioner claims that the variance, exception, or other relief should be granted as herein requested under the following sections of the Hanover Township Zoning Ordinance. (cite all sections supporting your position, or relevant to the consideration of your Petition) 185-35(B)(1)
185-35(E)(2)
7. The variance or exception requested and the new improvements desired to be made as follows:
- (a) Building(s) to be erected: Not Applicable
- (b) Building(s) to be changed: Not Applicable
- (c) Building(s) to be used for: Same as current use - Sales and service of automobiles
8. The plot plan, drawings, sketches and other exhibits attached hereto are made a part hereof. Please include 22 copies of the petition and all these attachments.
9. Petitioner believes that the exceptions, variance, Conditional Use or other relief requested should be granted for the following reasons: (attach additional sheet if necessary)
10. Petitioner agrees to comply with all provisions of the Hanover Township Zoning Ordinance and is aware that the Ordinance provides for penalties for violations of its provisions.
11. The Petitioner further acknowledges that the Board does not have to consider any application until all information requested by the Board of Supervisors is submitted by said applicant, and that in the event this information is not submitted in full within twenty (20) days from the date of the initial Board of Supervisors Hearing, then the Board may deny such application, with or without prejudice to the applicant.
12. Wherever additional information is requested by the Zoning Hearing Board, and leave to submit additional information is specifically granted by the chairman of the Zoning Hearing Board, then in consideration of the Board's forbearance in not refusing the application at the conclusion of the hearing, the Petitioner agrees to extend the time for consideration of the application by the Zoning Board for the number of days after the date of decision specified in any Ordinance of the Township, by the same number of days which the Zoning Hearing Board's consideration of the Petition was delayed by failure on the part of Petitioner to submit additional information requested.

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



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)

COUNTY OF _____)

) ss:

ON THIS, the ____ day of _____, 20 __, before me, _____ the undersigned officer,

personally appeared, _____,
known to me (or satisfactorily proven) to be the person_ whose name_ (is)(are) subscribed to the within instrument, and
acknowledged that _he_ executed the same for the purposes therein.

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

(SEAL)

Signature of the Petitioner taking affidavit

Sworn to and subscribed before me

This ____ day of ____ 20 __.

NOTARY PUBLIC

FOR CORPORATE PETITIONERS:

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Delaware)

) ss:

ON THIS, the 20 day of August, 2020, before me, Erin Kleinbohl
the undersigned officer,

personally appeared, Ari Nasser
who acknowledged himself to be the president of
Direct Auto Source DBA AutoProve corporation, and that he as such president being
authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the
corporation by himself as president.

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

(SEAL)

Signature of the Petitioner taking affidavit

Sworn to and subscribed before me

This 20 day of Aug 2020

ESL
NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Erin E. Kleinbohl, Notary Public
Monroe County
My commission expires September 6, 2027
Commission number 1437731
Member, Pennsylvania Association of Notaries

COUNTY OF NORTHAMPTON

RECORDER OF DEEDS
NORTHAMPTON COUNTY GOVERNMENT CENTER
669 WASHINGTON STREET
EASTON, PENNSYLVANIA 18042-7486
Area Code (610) 559-3077

Ann L. Achatz - Recorder
Andrea F. Suter - Lead Deputy
Kathy Nansteel - Deputy



Book - 2004-1 Starting Page - 397175
*Total Pages - 6

Instrument Number - 2004063002

Recorded On 10/13/2004 At 11:27:59 AM

* Instrument Type - DEED

Invoice Number - 414115

* Grantor - FAULKNER, HENRY III ESTATE

* Grantee - JJIH ASSOCIATES LTD

User - BJR

* Customer - FIDELITY NATIONAL TITLE

*** FEES**

STATE TRANSFER TAX	\$4,000.00
STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES	\$15.00
AFFORDABLE HOUSING	\$14.02
AFFORDABLE HOUSING -	\$2.48
ADMIN FEE	
COUNTY RECORDS	\$2.00
IMPROVEMENT FEE	
DEEDS RECORDS	\$3.00
IMPROVEMENT FEE	
BETHLEHEM AREA	\$2,000.00
SCHOOL DISTRICT	
HANOVER TOWNSHIP	\$2,000.00
TOTAL	\$8,047.00

***RETURN DOCUMENT TO:**

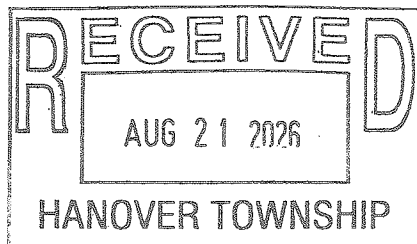
FIDELITY NATIONAL TITLE
1503 NORTH CEDAR CREST BLVD
ALLENTOWN, PA 18104

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



Ann L. Achatz

Ann L. Achatz
Recorder of Deeds



THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE FIRST PAGE
OF THIS LEGAL DOCUMENT

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

Book: 2004-1 Page: 397175



EXECUTOR'S DEED

THIS DEED is made the 25th day of August, 2004,

BETWEEN

GAIL L. FAULKNER, Executrix of the Estate of HENRY FAULKNER, III, deceased
("Grantor"),

AND

JJLH ASSOCIATES, LTD., a Pennsylvania limited partnership ("Grantee"),

WHEREAS, the said Henry Faulkner, III (the "Decedent"), in his lifetime and at the time of his death on April 28, 2003, was seized in his demesne as of fee of and in certain real estate situate in Hanover Township, Northampton County, Pennsylvania;

AND WHEREAS, Decedent, by Will dated October 30, 1998, duly probated and filed in the Office of the Register of Wills of Montgomery County, Pennsylvania to No. 46-03-1559 (the "Will"), appointed the said Gail L. Faulkner, Executrix, and provided in Article XII(L) the following:

L. Power with respect to any real property (i) to partition, subdivide or improve such property and to enter into agreements concerning the partition, subdivision, improvement, zoning or management of any real estate in which my estate has an interest or to impose or extinguish restrictions on any such real estate, (ii) to sell, exchange, lease for any period, mortgage, alter or otherwise dispose of such property and to execute any instrument necessary to do that, and (iii) to charge to principal the net loss incurred in operating or carrying non-income producing real property.

NOW THIS DEED WITNESSETH, That the Grantor in consideration of Four Hundred Thousand and No/100 Dollars (\$400,000.00), paid by Grantee to the Grantor, the receipt whereof is hereby acknowledged, does hereby grant and convey to the Grantee:

ALL THAT CERTAIN tract of land situate in Hanover Township, Northampton County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the proposed northerly right-of-way line of Stokes Park Road (T.R. 433), said point of beginning is located the two (2) following courses and distances from the intersection of the extended easterly line of land now or formerly of Mikron Corporation, with the centerline of Stokes Park Road (T.R. 433), North 01 degree 38 minutes 30 seconds West 30.00 feet and North 88 degrees 28 minutes 00 seconds East 647.87 feet; thence (1) from the point of beginning and along Lot No. 4 and No. 3, also being the centerline of a private drive and utility easement (34.00 feet wide), North 01 degree 38 minutes 30 seconds West 558.27 feet to a point; thence (2) along Lot No. 8, North 88 degrees 21 minutes 30 seconds East 244.00 feet to a point; thence (3) along Lot No. 1, South 01 degree 38 minutes 30 seconds East 557.40 feet to a point; thence along the foresaid proposed northerly right-of-way line of Stokes Park Road (T.R. 433) the two (2) following courses and distances: (4) South 87 degrees 49 minutes 00 seconds West 125.98 feet to a point, and (5) South 88 degrees 28 minutes 00 seconds West 118.01 feet to the point or place of BEGINNING.

CONTAINING 3.127 acres.

THE ABOVE described Lot No. 2 is subject to drainage and utility easements as shown on the "Final Plan of Berman Industrial Park", Sheet 1 of 3, Plan No. P-1597, dated August 1974 and last revised March 5, 1976, as prepared by F & M Associates, Inc., Consulting Civil Engineers, Allentown, PA., and said Plan is recorded in the Recorder of Deeds Office in Northampton County Courthouse, Easton, PA, in Plan Book Volume 38, Page 58.

BEING the same premises which Joseph Faulkner, Executor of the Will of John Faulkner, by deed dated May 29, 2001 and recorded in Northampton County Deed Book 2001-1, page 106964, granted and conveyed unto Henry Faulkner, III.

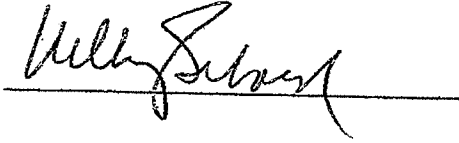
TAX PARCEL NO. M6 24 10F 0214.

UNDER AND SUBJECT, nevertheless, to all easements, restrictions, encumbrances and other matters of record or that a physical inspection or survey of the premises would reveal.

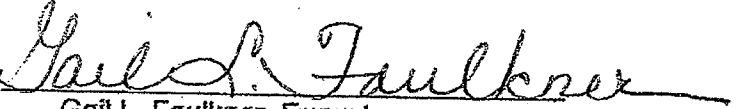
AND the Grantor does covenant, promise and agree to and with the Grantee and the Grantee's heirs, personal representatives, successors and assigns, that the Grantor has not done, committed or knowingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises aforesaid, or any part thereof, is, are, shall or may be charged or encumbered, in title, charge, estate or otherwise howsoever.

IN WITNESS WHEREOF, the Grantor has executed this Deed as of the date first
above written.

WITNESS:



GRANTOR:
ESTATE OF HENRY FAULKNER, III

By 
Gail L. Faulkner, Executor

Record & Return To: 04-2136
Mara Stratt, Esq.
Fidelity National Title Insurance Co.
1500 Walnut St., Ste 400
Philadelphia, PA 19102
(215)875-4139 Fax (215) 732-6726

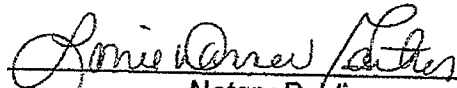
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF *Bucks*.

SS:

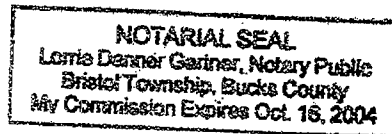
On this, the 25th day of August, 2004, before me, a Notary Public, the undersigned officer, personally appeared GAIL L. FAULKNER, known to me (or satisfactorily proven) to be the individual who executed the foregoing instrument, and duly acknowledged to me that in her capacity as Executrix of the Estate of HENRY FAULKNER, III, she executed the same for the purpose therein contained.

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


Notary Public

(SEAL)

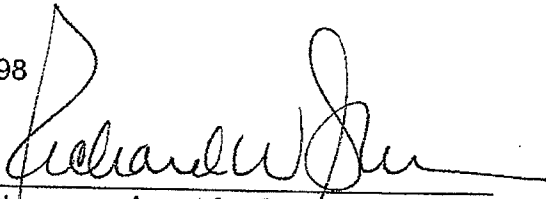
My Commission Expires:



CERTIFICATION OF ADDRESS

I hereby certify that the precise business address of the Grantee herein is:

c/o William Sebald
Saturn of Trevose
4437 Street Road
Trevose, PA 19053-4998



Attorney or Agent for Grantee

COMMONWEALTH OF PENNSYLVANIA

:
:
:

SS:

COUNTY OF NORTHAMPTON

RECORDED in the Office of the Recorder of Deeds, in and for said County, in Record Book

_____, Page _____.

WITNESS my hand and official seal this _____ day of _____, 2004.

Recorder of Deeds

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "**Agreement**") is made and entered into this 26th day of June, 2026 (the "**Effective Date**"), by and between **JJLH ASSOCIATES, LTD.**, a Pennsylvania limited partnership ("**Seller**"), and **IMPERIUM CAPITAL PARTNERS, LLC**, a Pennsylvania limited liability company ("**Buyer**").

BACKGROUND:

A. Seller is the owner of that certain parcel of real property located at 330 Stoke Park Road, Hanover Township, Northampton County, Pennsylvania, being known as Parcel ID Number M6 24 10F 0214, as more particularly described in that certain Deed dated August 25, 2004 and recorded October 13, 2004 in the Office of the Recorder of Deeds in and for Northampton County, Pennsylvania as Instrument No. 2004063002 (the "**Property**"); and

B. Seller desires to sell to Buyer, and Buyer desires to purchase, the Property in accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants contained herein, and intending to be legally bound hereby, Seller and Buyer agree as follows:

1. **INCORPORATION.** The background recitals above are hereby incorporated into this Agreement by reference as if set forth in full.

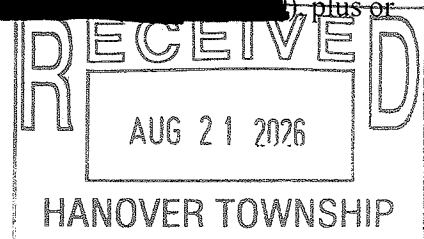
2. **PURCHASE AND SALE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase, the Property, together with all improvements, easements, rights and appurtenances thereon, in accordance with the terms and conditions of this Agreement (the "**Transaction**").

3. **PURCHASE PRICE.** The purchase price for the Property shall be [REDACTED] (the "**Purchase Price**"), which amount shall be paid to Seller as follows:

(a) an earnest money deposit (the "**Earnest Money Deposit**") in the amount of [REDACTED] shall be delivered to Buyer's attorney, Corkery and Almonti, upon the execution of this Agreement and held in an escrow account pending the disposition thereof in accordance with the terms and conditions of this Agreement;

(b) The Earnest Money Deposit shall be non-refundable to Buyer, except in the event of Seller's default or as otherwise provided hereunder, and shall be delivered to the Title Company (as defined in Section 6 below) and credited against the Purchase Price at Closing (as defined in Section 7 below) or delivered to whichever party is entitled to the receipt thereof as otherwise provided hereunder; and

(c) a check from the Title Company, or immediately available wired funds, at Closing in the sum of [REDACTED], plus or minus any applicable adjustments hereunder.



4. **FIXTURES.** All permanent buildings, fixtures, systems, equipment, improvements and landscaping owned by Seller and located on the Property as of the Effective Date shall be conveyed to Buyer as part of the Transaction.

5. **POSSESSION.** Seller shall deliver the Property to Buyer at Closing free and clear of all tenancies of any kind and all parties in possession thereof.

6. **TITLE.** Seller shall transfer the Property to Buyer by a special warranty deed in recordable form, duly executed and acknowledged by Seller (the "**Deed**"), conveying good and marketable fee simple title, insurable at regular rates, pursuant to the standard ALTA Owner's Title Insurance Policy Form with customary endorsements issued by any reputable title insurance company of Buyer's choice authorized to do business in Pennsylvania (the "**Title Company**"), free and clear of all monetary encumbrances and subject only to those easements, restrictions and other nonmonetary encumbrances of record that have not been objected to by Buyer. On or before the date that is thirty (30) days after the Effective Date, Buyer shall provide written notice to Seller ("**Title/Survey Notice**") of any matters affecting or relating to title to the Property, including those disclosed by the title commitment (collectively, the "**Title Objections**"), or shown on the survey which the Buyer may elect to obtain ("the "**Survey Objections**"), which are not satisfactory to Buyer. Within five (5) business days of Seller's receipt of any Title/Survey Notice, Seller shall provide a written response to Buyer (the "**Seller's Response**") stating the extent, if any, to which Seller will undertake to resolve to the reasonable satisfaction of Buyer any Title Objections or Survey Objections. Seller's failure to timely deliver a Seller's Response shall be deemed to be an election by Seller to decline to undertake to cure any such Title Objections or Survey Objections. If Seller declines (or is deemed to have declined) to undertake any obligation to cure any Title Objections and/or Survey Objections, Buyer shall have five (5) business days following the earlier to occur of (i) its receipt of the Seller's Response (which Seller's Response shall be in writing), or (ii) the 5th (fifth) business day after Buyer's delivery of a Title/Survey Notice (if there is no Seller Response) in which to elect, in its sole and absolute discretion to either (a) terminate this Agreement by written notice to Seller, and demand and receive the Earnest Money Deposit, in which event neither party shall thereafter have any further rights, obligations, or liability under this Agreement, except with respect to any obligations which expressly survive the termination of this Agreement, or (b) to continue this Agreement in effect without abatement of the Purchase Price, in which event the Title Objections and/or Survey Objections that Seller has declined (or has been deemed to have declined) to cure shall become permitted exceptions. If Buyer fails to give notice of either its election to terminate or to proceed to Closing within said five (5) business day period, then Buyer shall be deemed to have elected to continue this Agreement in accordance with option "(b)" as aforesaid in this subsection.

7. **CLOSING.** Consummation of the Transaction shall take place on August 31, 2026 unless Buyer and Seller mutually agree on an earlier date. Closing may be conducted by mail or held at such location as determined by mutual agreement of the parties hereto. The costs and expenses of Closing shall be paid as follows:

(a) Taxes and Utilities. Real estate taxes and water, sewer and other current lienable charges, if any, shall be apportioned pro rata between the parties as of the date of Closing based on the taxing periods of the applicable taxing or assessing authorities.

(b) Discharge of Liens. Seller shall be responsible for, and pay all costs in connection with, the discharge of all mortgages, liens and other monetary encumbrances on the Property, including the preparation and recording of any release or satisfaction thereof.

(c) Realty Transfer Tax. Payment for any realty transfer tax arising from the Transaction shall be split evenly between Seller and Buyer.

(d) Title Insurance Fees. Buyer shall be responsible for obtaining and paying for a title search, commitment and insurance policy on the Property from the Title Company.

(e) Deed. Seller shall be responsible for all costs in connection with the preparation, execution and notarization of the Deed. Buyer shall be responsible for all fees to record the Deed.

(f) Attorneys' Fees. Buyer and Seller shall each be responsible for the payment of all fees and costs of their respective legal counsel, if any.

8. DOCUMENTS TO BE DELIVERED AT CLOSING.

(a) Seller's Closing Deliverables. Seller shall deliver the following documents to Buyer at Closing as a condition of Buyer's obligation to complete Closing hereunder:

(i) the Deed, duly executed and acknowledged by Seller;

(ii) an affidavit to the Title Company stating that no work has been performed on the Property for which a mechanics' or materialman's lien could be filed, that there are no tenancies or parties in possession of the Property, that all taxes then due have been paid and such other matters affecting title as the Title Company may reasonably require;

(iii) a non-foreign affidavit dated as of Closing, sworn under penalty of perjury and in form and substance as required under the Treasury Regulations issued pursuant to Section 1445 of the Internal Revenue Code, stating that Seller is not a "foreign person" as defined under thereunder; and

(iv) such other instruments, agreements or documents necessary to effectuate the Transaction and the provisions of this Agreement, or as may be reasonably required by Buyer or the Title Company to effectuate the Transaction and the provisions hereof.

(b) Buyer's Closing Deliverables. Buyer, in addition to the Purchase Price, shall deliver to Seller or the Title Company, as applicable, such other instruments, agreements or documents as may be reasonably necessary to effectuate the Transaction and the provisions hereof.

9. DUE DILIGENCE.

(a) Property Investigations. Beginning on the Effective Date and continuing for a period of forty-five (45) days thereafter (the "**Due Diligence Period**"), Buyer shall have the right (together with its agents, employees, contractors and representatives) to enter upon and access the Property to conduct any appraisal, inspection or investigation thereof, as Buyer deems necessary or desirable, in Buyer's sole and absolute discretion (the "**Property Investigations**"). Buyer shall provide Seller with reasonable prior notice of any entry upon the Property to conduct the Property Investigations, which shall be carried out in a commercially reasonable manner. If Buyer does not proceed to Closing, it shall promptly repair any damage resulting from the Property Investigations and restore the condition of the Property to as reasonably good a condition as existed prior to Buyer's entry thereon, with the exception of normal wear and tear.

(b) Condition of Property. Buyer hereby acknowledges and agrees that, except as expressly provided in this Agreement or any documents to be delivered by Seller at Closing (the "**Closing Documents**"), the purchase of the Property is made on an "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS," LATENT OR PATENT DEFECTS, WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS, IMPLIED, OR OTHERWISE (EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WITHIN THE CLOSING DOCUMENTS), INCLUDING ANY REPRESENTATION OR WARRANTY CONCERNING TITLE TO THE PROPERTY, THE PHYSICAL CONDITION OF THE PROPERTY (INCLUDING THE CONDITION OF THE SOIL OR THE IMPROVEMENTS, IF ANY), THE ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING THE PRESENCE OR ABSENCE OF REGULATED SUBSTANCES (AS DEFINED HEREIN) ON, IN, AT, UNDER, MIGRATING TO OR FROM OR OTHERWISE AFFECTING THE PROPERTY), THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE OR FUTURE LAWS AND REGULATIONS (INCLUDING ZONING AND BUILDING CODES OR THE STATUS OF DEVELOPMENT OR USE RIGHTS RESPECTING THE PROPERTY). EXCEPT AS TO MATTERS SPECIFICALLY SET FORTH IN THE AGREEMENT BUYER WILL PURCHASE THE PROPERTY SOLELY ON THE BASIS OF ITS OWN EXAMINATIONS, REVIEWS AND INSPECTIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY ITS TITLE POLICY.

FURTHER, AND WITH THE EXCEPTION OF CLAIMS BASED ON BREACH OF SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER, FOR BUYER AND BUYER'S SUCCESSORS AND ASSIGNS, HEREBY RELEASES SELLER FROM, AND WAIVES, ANY AND ALL CLAIMS AND LIABILITIES AGAINST SELLER FOR, RELATED TO, OR IN CONNECTION WITH, ANY ENVIRONMENTAL OR PHYSICAL CONDITION AT THE PROPERTY (OR THE PRESENCE OF ANY MATTER OR SUBSTANCE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY), INCLUDING, BUT NOT LIMITED TO, CLAIMS AND/OR LIABILITIES RELATING TO (IN ANY MANNER WHATSOEVER) ANY REGULATED SUBSTANCES (AS DEFINED HEREIN) LOCATED IN, AT, ABOUT OR UNDER THE PROPERTY, OR FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION (ACTUAL OR THREATENED) BASED UPON, IN CONNECTION WITH, OR ARISING OUT OF ANY CLAIM OR CAUSE OF ACTION UNDER ANY ENVIRONMENTAL LAWS OR

RELATED TO ENVIRONMENTAL MATTERS OR LIABILITY WITH RESPECT TO, OR AFFECTING, THE PROPERTY. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE LEGAL, PHYSICAL AND/OR ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S PROPERTY INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER, AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY WITH THE EXCEPTION OF CLAIMS BASED ON BREACH OF SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES IN SECTION 12 HEREIN.

SELLER SHALL NOT BE OBLIGATED TO CONDUCT ANY INQUIRY OR INVESTIGATION REGARDING THE CONDITION OF THE PROPERTY IN CONNECTION WITH THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING OR THE EARLIER TERMINATION OF THIS AGREEMENT.

10. RISK OF LOSS. From the Effective Date until Closing, Seller shall bear the risk of any loss to the Property. Seller, at its expense, shall maintain hazard insurance on the Property until Closing. In the event of any material damage to the Property prior to Closing, Buyer may either (a) terminate this Agreement by written notice thereof to Seller, whereupon the Earnest Money Deposit shall be promptly returned to Buyer and this Agreement shall be terminated, and neither party shall have any further obligation or liability to the other hereunder, except for those obligations that expressly survive the termination hereof, or (b) proceed to Closing hereunder, at which time any disbursement of insurance proceeds for the damage in question shall be applied against the Purchase Price or assigned to Buyer, if not yet disbursed.

11. EMINENT DOMAIN. Should Seller receive any notice of condemnation proceedings, or other such eminent domain proceedings, Seller shall promptly send a copy of such notice to Buyer, and Buyer may either (a) terminate this Agreement by written notice thereof to Seller, whereupon the Earnest Money Deposit shall be promptly returned to Buyer and this Agreement shall be terminated, and neither party shall have any further obligation or liability to the other hereunder, except for those obligations that expressly survive the termination hereof, or (b) proceed to Closing in accordance with this Agreement, at which time the proceeds of any condemnation award paid between the Effective Date and Closing shall be paid to Buyer, and all unpaid claims and rights in connection with any taking, shall be assigned to Buyer at Closing.

12. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants, to Seller's actual knowledge without any duty to investigate, to Buyer the following, which shall be true and correct as of the Effective Date and as of the date of Closing:

- (a) Title. Seller owns legal fee simple title to the Property.
- (b) Authority. Seller has the power and authority to execute and deliver this Agreement, and each document or instrument to be delivered in connection with Closing or as required hereunder, and to perform its obligations hereunder.
- (c) No Conflicts. Neither the execution of this Agreement, nor the consummation of the Transaction, will conflict with or breach the terms of any other agreement or instrument to which Seller is a party, or otherwise violate any other restrictions to which Seller may be subject.
- (d) Encumbrances. Seller represents that there has been no work performed on the Property within the last six (6) months for which a mechanics' lien could be filed.
- (e) Condemnation. Seller has not received written notice and has no knowledge of any pending or threatened condemnation proceedings affecting the Property or any part thereof.
- (f) Litigation. Seller has not received written notice and has no knowledge of any pending or threatened litigation or legal proceedings affecting, or which may affect, the Property.
- (g) Violations. Seller has not received written notice and has no knowledge of any violation from any governmental authority in connection with the Property or Seller's use of the Property that has not been fully cured.
- (h) Inspections. Seller has not received written notice and has no knowledge of any inspection required by any jurisdictional agency prior to its conveyance of the Property.
- (i) Consents. No consent, approval, waiver or authorization of any governmental authority or other person or entity is required in connection with the execution, delivery and performance by Seller of this Agreement or the Transaction, or the taking by Seller of any other action contemplated hereunder.
- (j) Bulk Sale. The conveyance of the Property shall not constitute a "bulk sale" under the applicable laws, statutes and regulations of the Commonwealth of Pennsylvania.

13. SELLER'S ADDITIONAL COVENANTS. After the Effective Date, Seller shall:

- (a) not grant or voluntarily permit any easements on the Property, or otherwise voluntarily encumber title thereto;

(b) not request any change in the zoning classification of the Property or other restriction in the lawful use thereof under any zoning, land use or similar ordinance, statute or regulation;

(c) maintain the Property in substantially the same condition as existing on the Effective Date, reasonable wear and tear excepted, making all necessary repairs and maintaining all fixtures and improvements, as applicable; and

(d) discharge and hold Buyer harmless from and against any liens filed against the Property after the Effective Date in connection with events occurring prior to Closing.

(e) Contracts. On or before Closing, Seller shall terminate all contracts relating to the Property, including, without limitation, all contracts in effect with any third party for the management or operation of the Property (other than any agreement entered into by Buyer); provided, however, if Buyer wishes to take an assignment of any of such contracts, Buyer shall identify those contracts to Seller by written notice delivered to Seller no later than ten (10) days prior to Closing. If Buyer elects to take an assignment of any contracts relating to the Property, Seller shall assign such contracts to Buyer at Closing to the extent the same are assignable or the other party to the applicable contract has consented to such assignment.

14. DISCLOSURES.

(a) Zoning. The Property is currently zoned PIBD – Planned Industrial/Business Park District.

(b) Water and Sewer. The Property is currently served by public water and sewer systems.

15. BUYER'S CONDITIONS PRECEDENT. Buyer's obligation to proceed to Closing and purchase the Property in accordance with this Agreement shall be subject to the satisfaction or waiver by Buyer of each of the following conditions (collectively, "**Buyer's Contingencies**"):

(a) Seller's timely performance of all of its obligations and covenants, and the delivery of all required documents, in accordance with this Agreement;

(b) Buyer's election not to terminate this Agreement pursuant to Section 6 above.

Buyer's Contingencies are solely for the benefit of Buyer. If any of Buyer's Contingencies are not timely satisfied, Buyer will have the right either to waive any of them in writing and proceed with the Transaction or to terminate this Agreement by written notice thereof to Seller. If Buyer elects to terminate this Agreement, neither party will have any further right or obligation hereunder, except for those provisions expressly surviving the termination of this Agreement or for a breach of this Agreement occurring prior to termination.

16. **BROKERS.** Each party represents and warrants to the other that it has not contracted with any real estate broker or similar person with respect to this Agreement, and that no brokerage commission is due to anyone in connection with this sale, except Binswanger ("Seller's Broker") and Howard Hanna The Frederick Group ("Buyer's Broker"). Seller shall be responsible for paying any brokerage commission owing to the Seller's Broker and Buyer's Broker pursuant to a separate agreement.

Any party violating this representation and warranty shall indemnify and hold the other party harmless against any reasonable expenses, including attorneys' fees, incurred as a result of such violation. The provisions of this Section 16 shall survive Closing or the earlier termination of this Agreement.

17. **SURVIVAL AND INDEMNIFICATION.** The representations, warranties, covenants and agreements set forth in this Agreement shall survive Closing or the earlier termination of this Agreement for a period of six (6) months. Buyer and Seller agree that Buyer shall not have the right to seek any indemnification by Seller after Closing for a breach of a representation or warranty that Buyer knew was not true and correct.

18. **DEFAULT AND REMEDIES.**

(a) Buyer's Default. If Buyer fails to settle, though required to do so in accordance with the provisions of this Agreement, Buyer's liability for such failure to settle is expressly limited to its forfeiture of the Earnest Money Deposit paid, and any interest earned thereon, the payment and distribution of which to Seller shall constitute liquidated damages and shall be Seller's sole and exclusive remedy against Buyer for such default, and Buyer shall have no further liability or obligation to Seller hereunder.

SELLER AND BUYER HAVE DETERMINED AND AGREED THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER OCCURRING IN THE EVENT OF BUYER'S DEFAULT UNDER THIS AGREEMENT. THE PARTIES AGREE THAT A REASONABLE ESTIMATE OF THE DAMAGES IS AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT. IN THE EVENT OF BUYER'S DEFAULT, BUYER AND SELLER AGREE THAT SELLER SHALL RECEIVE AND RETAIN, AS ITS SOLE REMEDY, LIQUIDATED DAMAGES IN THE SUM OF THE EARNEST MONEY DEPOSIT. THE PAYMENT AND RETENTION OF SUCH AMOUNT, AS LIQUIDATED DAMAGES, IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF ANY APPLICABLE STATE LAW BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO ANY SUCH APPLICABLE STATE LAW.

INITIALS:


BUYER

SELLER

16. **BROKERS.** Each party represents and warrants to the other that it has not contracted with any real estate broker or similar person with respect to this Agreement, and that no brokerage commission is due to anyone in connection with this sale, except Binswanger ("Seller's Broker") and Howard Hanna The Frederick Group ("Buyer's Broker"). Seller shall be responsible for paying any brokerage commission owing to the Seller's Broker and Buyer's Broker pursuant to a separate agreement.

Any party violating this representation and warranty shall indemnify and hold the other party harmless against any reasonable expenses, including attorneys' fees, incurred as a result of such violation. The provisions of this Section 16 shall survive Closing or the earlier termination of this Agreement.

17. **SURVIVAL AND INDEMNIFICATION.** The representations, warranties, covenants and agreements set forth in this Agreement shall survive Closing or the earlier termination of this Agreement for a period of six (6) months. Buyer and Seller agree that Buyer shall not have the right to seek any indemnification by Seller after Closing for a breach of a representation or warranty that Buyer knew was not true and correct.

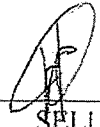
18. **DEFAULT AND REMEDIES.**

(a) **Buyer's Default.** If Buyer fails to settle, though required to do so in accordance with the provisions of this Agreement, Buyer's liability for such failure to settle is expressly limited to its forfeiture of the Earnest Money Deposit paid, and any interest earned thereon, the payment and distribution of which to Seller shall constitute liquidated damages and shall be Seller's sole and exclusive remedy against Buyer for such default, and Buyer shall have no further liability or obligation to Seller hereunder.

SELLER AND BUYER HAVE DETERMINED AND AGREED THAT IT WOULD BE IMPRACTICAL OR EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES TO SELLER OCCURRING IN THE EVENT OF BUYER'S DEFAULT UNDER THIS AGREEMENT. THE PARTIES AGREE THAT A REASONABLE ESTIMATE OF THE DAMAGES IS AN AMOUNT EQUAL TO THE EARNEST MONEY DEPOSIT. IN THE EVENT OF BUYER'S DEFAULT, BUYER AND SELLER AGREE THAT SELLER SHALL RECEIVE AND RETAIN, AS ITS SOLE REMEDY, LIQUIDATED DAMAGES IN THE SUM OF THE EARNEST MONEY DEPOSIT. THE PAYMENT AND RETENTION OF SUCH AMOUNT, AS LIQUIDATED DAMAGES, IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF ANY APPLICABLE STATE LAW BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO ANY SUCH APPLICABLE STATE LAW.

INITIALS:

BUYER



SELLER

(b) Seller's Default. If Seller continues to be in default of any provision hereunder after written notice thereof, with ten (10) days' right to cure, Buyer shall have the right to seek specific performance against Seller or to terminate this Agreement and receive back the Earnest Money Deposit, and any interest earned thereon.

(c) No Waiver. No waiver by either party of the breach of any provision hereof shall be deemed to constitute a waiver of any continuing or subsequent breach of such provision or any other provision in this Agreement. Except as otherwise provided hereunder, the rights and remedies expressly granted in this Agreement shall be cumulative.

19. NOTICES. All notices, demands or other communications required or permitted to be given hereunder shall, except as otherwise expressly set forth herein to the contrary, be in writing and given by e-mail, personal delivery or certified mail, return receipt requested, or by Federal Express or other recognized overnight courier requiring a receipt upon delivery, and addressed as follows:

If to Seller: JLLH Associates, LTD.
4437 Street Road
Trevose, PA 19053
Attn: David G. Oyler
Phone: (215) 364-3980
E-mail: doyer@faulknertobesure.com

With copy to: McNeas Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166
Attn: Amy Capobianco Marsar, Esq.
Phone: (717) 237-5415
E-mail: acapobianco@mcneeslaw.com

If to Buyer: Imperium Capital Partners, LLC
708 North 18th Street Allentown, PA 18104 Attn: Ali Nasser
Phone: (484) 787-8594
E-mail: ahn@autoproved.com

With copy to: Corkery and Almonti
352 Fifth Street – Suite A Whitehall, PA 18052 Attn: Angelo T.
Almonti, Esq
Phone: (610) 437-9867
E-mail: info@angelo-almonti.com

Either party, by written notice to the other, may direct that future notices and demands be sent to a different address. A notice shall be deemed given on the date it is delivered to the intended recipient, as acknowledged by a receipt signed by the recipient or, if such delivery is refused, on the date of refusal.

20. MISCELLANEOUS.

(a) Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective heirs, successors and assigns.

(b) Entire Agreement. This Agreement is the entire agreement between Seller and Buyer and encompasses all matters agreed upon or understood in the Transaction, except as otherwise provided hereunder. Other than as expressly set forth in this Agreement, there are no other terms, conditions, understandings, obligations, covenants, representations or statements, oral or written, of any kind whatsoever between the parties hereto.

(c) Amendment. This Agreement may not be amended, modified, superseded, renewed or extended, nor may any term or condition hereof be waived, except by a written instrument or document signed by all parties hereto or, in the case of a waiver, signed by the waiving party.

(d) Assignment. This Agreement shall not be assigned by Buyer without the prior written consent of Seller.

(e) Survival. Notwithstanding any presumption to the contrary, all covenants, conditions and representations contained in this Agreement, which by their nature impliedly or expressly require performance in any part after Closing or in such manner that cannot be ascertained to have been fully performed until after Closing, shall survive Closing.

(f) Cooperation of Parties. Seller and Buyer agree that if one party requires the cooperation of the other party to carry out any provision of this Agreement, the other party shall reasonably cooperate to execute documents and do such things as may be requested for assistance, but in no event shall either party be required to incur any expense in connection with fulfilling any such request, except as otherwise expressly set forth hereunder. The parties agree not to take any action that would tend to result in any governmental approval or permit being withheld or denied.

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles.

(h) Severability. This Agreement shall be deemed to be severable, so that if any provision hereof shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall continue to remain valid and enforceable in accordance with their terms.

(i) Counterparts. This Agreement may be executed in any number of 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. The parties hereto consent to the electronic transmission of signatures by e-mail or similar means for the execution of this Agreement.

(j) No Recording. This Agreement shall not be recorded.

(k) Construction. Wherever the context of this Agreement so requires, the singular shall be substituted for the plural and vice versa. The parties acknowledge that each has been represented by legal counsel in negotiating this Agreement, or has had the opportunity to be so represented, and that they intend for the provisions of this Agreement not to be interpreted or construed against either party due to the fact that such party may have been responsible for the drafting of this Agreement.

(l) Dates. Should any date or deadline calculated herein fall on a Saturday, Sunday or legal holiday, then such date or deadline shall be extended to the next business day.

(m) Confidentiality. Seller and Buyer and their respective representatives shall keep the terms and provisions of this Agreement, the Property Documentation provided by Seller to Buyer and the transactions contemplated hereby confidential, and shall not disclose the same to others; provided, however, that it is understood and agreed that Seller and Buyer may disclose such data and information to their respective directors, officers, agents, advisors, employees or other representatives (including, without limitation, lenders, prospective lenders, new vehicle manufacturers and/or franchisors, consultants, accountants, attorneys, contractors, subcontractors, title companies, surveyors, prospective investors or investors and prospective permitted assignees) who need to know such information in connection with the Property.

21. LIKE KIND EXCHANGE.

(a) By Buyer. Seller acknowledges that Buyer may wish to engage in a forward deferred exchange or a reverse exchange utilizing a qualified intermediary ("**QI**") or an exchange accommodation titleholder ("**EAT**") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended, and applicable regulations, revenue procedure rulings, and other guidance thereunder (an "**Exchange**"). Notwithstanding anything in this Agreement to the contrary, if Buyer wishes to engage in an Exchange, Seller hereby (i) consents to the assignment by Buyer of Buyer's rights under this Agreement to a QI and/or an EAT in order to facilitate such Exchange, and (ii) agrees to timely execute any and all documents necessary to consummate such Exchange, so long as Seller incurs no additional cost or expense in connection therewith. Buyer hereby acknowledges that Seller's cooperation with the Exchange does not constitute any representation or warranty by Seller regarding the validity or efficacy of the Exchange, nor shall Seller be responsible for the income tax consequences of the Exchange, or for the failure to effectuate an Exchange, so long as Seller timely cooperates with any such Exchange as provided herein. Buyer shall indemnify and hold Seller harmless from and against any additional realty transfer taxes assessed as a result of an Exchange by Buyer. The provisions of this Paragraph 21(a) shall survive the Closing.

(b) By Seller. Buyer acknowledges that Seller may wish to engage in an Exchange utilizing a QI or EAT. Notwithstanding anything in this Agreement to the contrary, if Seller wishes to engage in an Exchange, Buyer hereby (i) consents to the assignment by Seller of Seller's rights under this Agreement to a QI and/or an EAT in order to facilitate such Exchange, and (ii) agrees to timely execute any and all documents necessary to consummate such Exchange, so long as Buyer incurs no additional cost or expense in connection therewith. Seller hereby acknowledges that Buyer's cooperation with the Exchange does not constitute any representation or warranty by Buyer regarding the validity or efficacy of the Exchange, nor shall Buyer be responsible for the income tax consequences of the Exchange, or for the failure to effectuate an Exchange, so long as Buyer timely cooperates with any such Exchange as provided herein. Seller shall indemnify and hold Buyer harmless from and against any additional realty transfer taxes assessed as a result of an Exchange by Seller. The provisions of this Paragraph 21(b) shall survive the Closing.

23. FINANCING CONTINGENCY. As soon as practicable after the Effective Date, Buyer shall, in good faith, apply to one or more lenders for financing for an amount not to exceed Two Million Eight Hundred Thousand Dollars (\$2,800,000.00) with a minimum amortization of twenty (20) years and a maximum interest rate of seven and one half (7.5%) percent. If Buyer does not receive a written commitment for such financing within forty-five (45) days after the Effective Date (the "**Financing Contingency Period**"), then on or before the expiration of the Financing Contingency Period, Buyer may terminate this Agreement by providing written notice to Seller prior to the expiration of the Financing Contingency Period, whereupon this Agreement shall be deemed terminated as of the date of such notice, the Earnest Money Deposit shall be promptly returned to Buyer without demand, and neither party shall have any further obligation or liability to the other hereunder, except for those obligations that expressly survive termination of this Agreement. If Buyer does not terminate this Agreement prior to the expiration of the Financing Contingency Period, the foregoing contingency shall be deemed waived.

[Signature page follows.]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement of Sale on the day and year first written above.

SELLER:

JJLH ASSOCIATES, LTD., a Pennsylvania
limited partnership

By: HF Management LLC, its General Partner

By:  _____

Name:

Title:

BUYER:

IMPERIUM CAPITAL PARTNERS, LLC, a
Pennsylvania limited liability company

By: _____

Name:

Title:

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement of Sale on the day and year first written above.

SELLER:

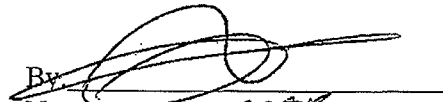
JJLH ASSOCIATES, LTD., a Pennsylvania
limited partnership

By: HF Management LLC, its General Partner

By: _____
Name:
Title:

BUYER:

IMPERIUM CAPITAL PARTNERS, LLC, a
Pennsylvania limited liability company

By: 
Name: *ACI NBSCH*
Title: *MEMBER*

FIRST AMENDMENT TO AGREEMENT OF SALE

2 THIS FIRST AMENDMENT TO AGREEMENT OF SALE (this "**Amendment**") is made this day of July, 2026 by and between **JJLH ASSOCIATES, LTD.**, a Pennsylvania limited partnership ("**Seller**"), and **IMPERIUM CAPITAL PARTNERS, LLC**, a Pennsylvania limited liability company ("**Buyer**").

BACKGROUND:

A. Pursuant to that certain Agreement of Sale, dated June 26, 2026, by and between Seller and Buyer (the "**Agreement**"), Seller agreed to sell to Buyer, and Buyer agreed to purchase from Seller, that certain parcel of real property located at 330 Stoke Park Road, Hanover Township, Northampton County, Pennsylvania, being more particularly described in the Agreement and identified as the "**Property**."

B. Section 3 of the Agreement provides that the Purchase Price is Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000.00).

C. Buyer and Seller now desire to amend the Agreement to confirm the parties' agreement that the Purchase Price should be Three Million Seven Hundred Twenty-Five Thousand Dollars (\$3,725,000.00).

NOW, THEREFORE, in consideration of the continuation of the Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, Seller and Buyer agree as follows:

1. **Recitals; Defined Terms.** The Background section is incorporated herein as if set forth in full. Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

2. **Purchase Price.** Section 3 of the Agreement is hereby amended to provide that the Purchase Price is Three Million Seven Hundred Twenty-Five Thousand Dollars (\$3,725,000.00).

3. **Continuation of Agreement.** Except as expressly modified and amended hereby, the Agreement shall continue in full force and effect on the terms and conditions contained therein. This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

4. **Counterparts.** This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts has been signed by each of the parties and delivered. Facsimile signatures and signatures delivered by email transmission shall be considered originals for purposes of this Amendment.

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

SELLER:

JJLH ASSOCIATES, LTD., a Pennsylvania limited partnership

By: HF Management LLC, its General Partner

By:  _____

Name:

Title:

BUYER:

IMPERIUM CAPITAL PARTNERS, LLC, a
Pennsylvania limited liability company

By: _____

Name:

Title:

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

SELLER:

JJLH ASSOCIATES, LTD., a Pennsylvania limited partnership

By: HF Management LLC, its General Partner

By: _____

Name:

Title:

BUYER:

IMPERIUM CAPITAL PARTNERS, LLC, a Pennsylvania limited liability company

By: 

Name:

Title:

SECOND AMENDMENT TO AGREEMENT OF SALE

THIS SECOND AMENDMENT TO AGREEMENT OF SALE (this "**Amendment**") is made this 4th day of August, 2026 by and between **JJLH ASSOCIATES, LTD.**, a Pennsylvania limited partnership ("**Seller**"), and **IMPERIUM CAPITAL PARTNERS, LLC**, a Pennsylvania limited liability company ("**Buyer**").

BACKGROUND:

A. Pursuant to that certain Agreement of Sale, dated June 26, 2026, by and between Seller and Buyer (the "**Agreement**"), Seller agreed to sell to Buyer, and Buyer agreed to purchase from Seller, that certain parcel of real property located at 330 Stoke Park Road, Hanover Township, Northampton County, Pennsylvania, being more particularly described in the Agreement and identified as the "**Property**."

B. Seller and Buyer entered into a First Amendment to Agreement of Sale, dated June 26, 2026, and amended the Agreement to confirm the parties' agreement that the Purchase Price should be \$3,725,000.00.

C. Section 7 of the Agreement provides that the Closing shall take place on August 31, 2026, unless Buyer and Seller mutually agree on an earlier date.

D. Buyer and Seller now desire to further amend the Agreement to confirm the parties' agreement that the date for Closing shall be extended from August 31, 2026, to October 30, 2026, unless Buyer and Seller mutually agree on an earlier date.

NOW, THEREFORE, in consideration of the continuation of the Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, Seller and Buyer agree as follows:

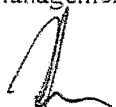
1. **Recitals; Defined Terms.** The Background section is incorporated herein as if set forth in full. Capitalized terms not defined herein shall have the meanings set forth in the Agreement.
2. **Closing.** Section 7 of the Agreement is hereby amended to provide that Closing shall take place on October 30, 2026, unless Buyer and Seller mutually agree on an earlier date.
3. **Continuation of Agreement.** Except as expressly modified and amended hereby, the Agreement shall continue in full force and effect on the terms and conditions contained therein. This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
4. **Counterparts.** This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts has been signed by each of the parties and delivered. Facsimile signatures and signatures delivered by email transmission shall be considered originals for purposes of this Amendment.

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

SELLER:

JJLH ASSOCIATES, LTD., a Pennsylvania limited partnership

By: HF Management LLC, its General Partner

By: 

Name: Henry Fairbairn IV

Title: Manager

BUYER:

IMPERIUM CAPITAL PARTNERS, LLC, a Pennsylvania limited liability company

By: _____

Name: _____

Title: _____

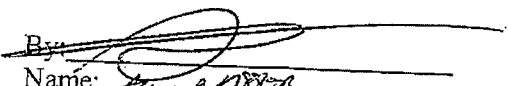
IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

SELLER:
JJLH ASSOCIATES, LTD., a Pennsylvania limited partnership

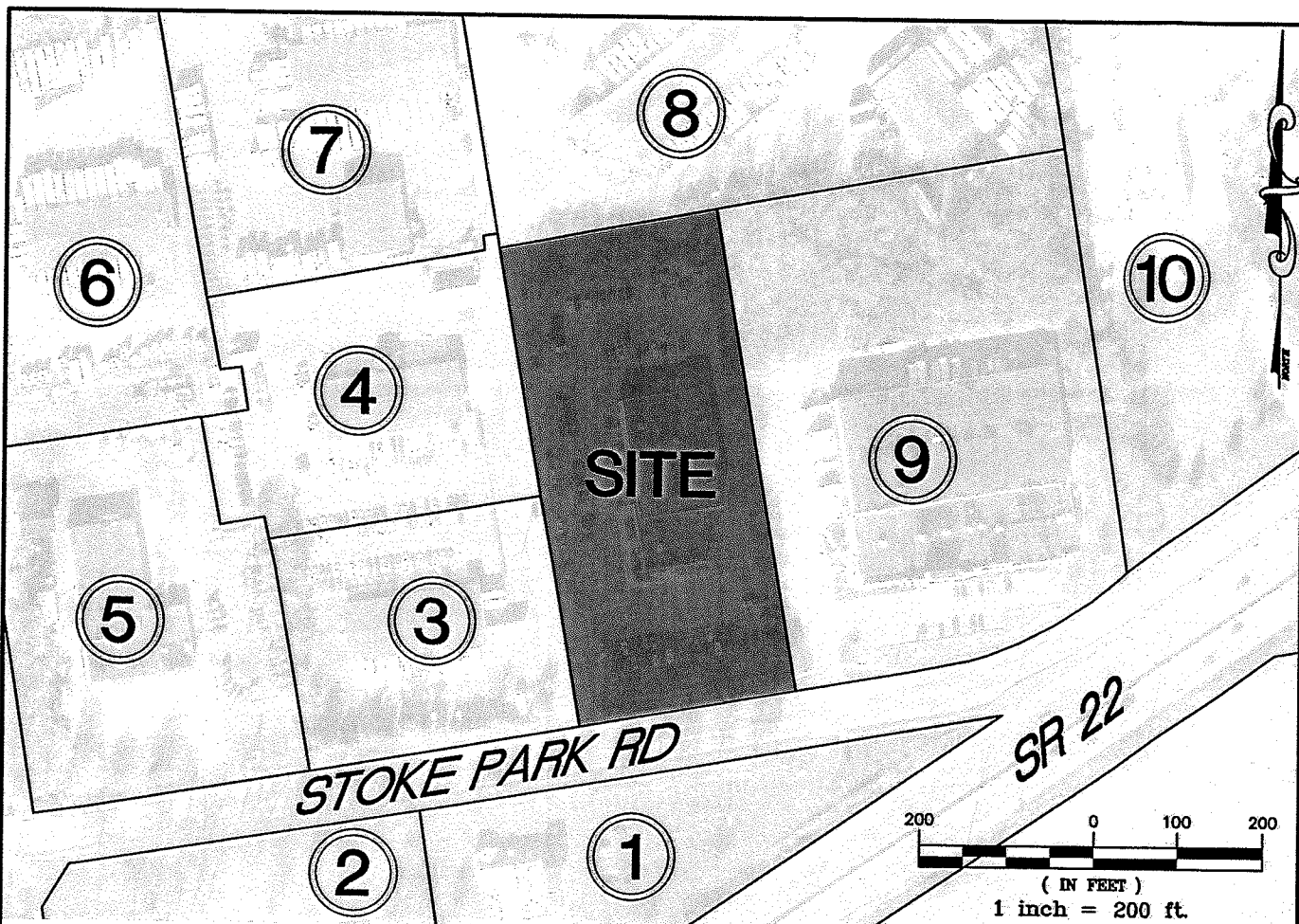
By: HF Management LLC, its General Partner

By: _____
Name:
Title:

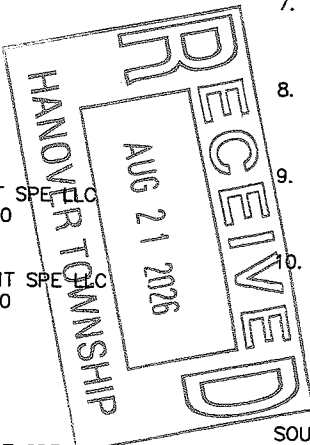
BUYER:
IMPERIUM CAPITAL PARTNERS, LLC, a Pennsylvania limited liability company

By: 
Name: *MEMBER*
Title: *MEMBER*

P:\BASEENGINEERING\2026\2026-092 (330 STOKE PARK ROAD (FORMER FAULKNER))\DWG\2029092 (2026.08.19), 500
PLOTTED: 8/19/2026 10:40 AM



1. PARCEL ID: M6 21 2A 0214
OWNER: GENTIS ASSOCIATED LLC
1180 BLOSSOM CIR
BETHLEHEM, PA 18017-1008
2. PARCEL ID: M6 21 2B 0214E
OWNER: HANOVER TOWNSHIP
3630 JACKSONVILLE RD.
BETHLEHEM, PA 18017
3. PARCEL ID: M6 24 10D 0214
OWNER: TERMINAL LOGISTICS II MIDPLANT SPE LLC
1000 CONTINENTAL DR STE 550
KING OF PRUSSIA, PA 19406
4. PARCEL ID: M6 34 10C 0214
OWNER: TERMINAL LOGISTICS II MIDPLANT SPE LLC
1000 CONTINENTAL DR STE 550
KING OF PRUSSIA, PA 19406
5. PARCEL ID: M6 24 10E 0214
OWNER: HPF ASSOCIATES LP
2540 E CUMBERLAND ST
LEBANON, PA 17042
6. PARCEL ID: M6 24 10B 0214
OWNER: TERMINAL LOGISTICS II MIDPLANT SPE LLC
1000 CONTINENTAL DR STE 550
KING OF PRUSSIA, PA 19406



7. PARCEL ID: M6 24 10A 0214
OWNER: TERMINAL LOGISTICS II MIDPLANT SPE LLC
1000 CONTINENTAL DR STE 550
KING OF PRUSSIA, PA 19406
8. PARCEL ID: M6 24 10 0214
OWNER: TERMINAL LOGISTICS II MIDPLANT SPE LLC
1000 CONTINENTAL DR STE 550
KING OF PRUSSIA, PA 19406
9. PARCEL ID: M6 24 10G 0214
OWNER: PROVIDENCE PROPERTIES LLC
988 E MAIN ST
SCHUYLKILL HAVEN, PA 17972-9752
10. PARCEL ID: M6 24 11 0214
OWNER: JULH ASSOCIATES LTD
4437 STREET RD
TREVOSSE, PA 19053-4984

SOURCE: NORTHAMPTON COUNTY PUBLIC RECORDS
(NCPUB.ORG) 8/18/2026

DATE: 8/19/2026 SCALE: 1"=200' CLB

BASE ENGINEERING INC.

CONSULTING ENGINEERS & SURVEYORS



1010 N. QUEBEC STREET
ALLENTOWN, PA 18109
PHONE: (610) 437-0978

www.BaseEng.com

email: BaseEngineering@BaseEng.com

330 STOKE PARK ROAD
PROPERTY OWNERS WITHIN 500 FT
ALONG STOKE PARK ROAD OR
100 FT ELSEWHERE

HANOVER TOWNSHIP
NORTHAMPTON COUNTY, PA

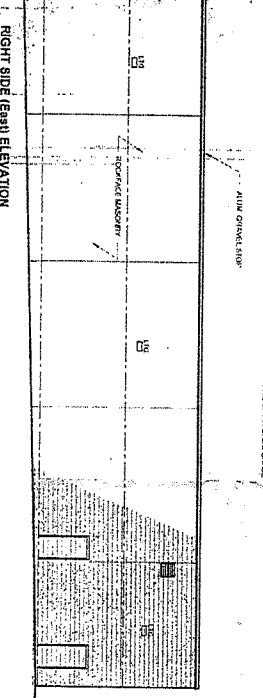
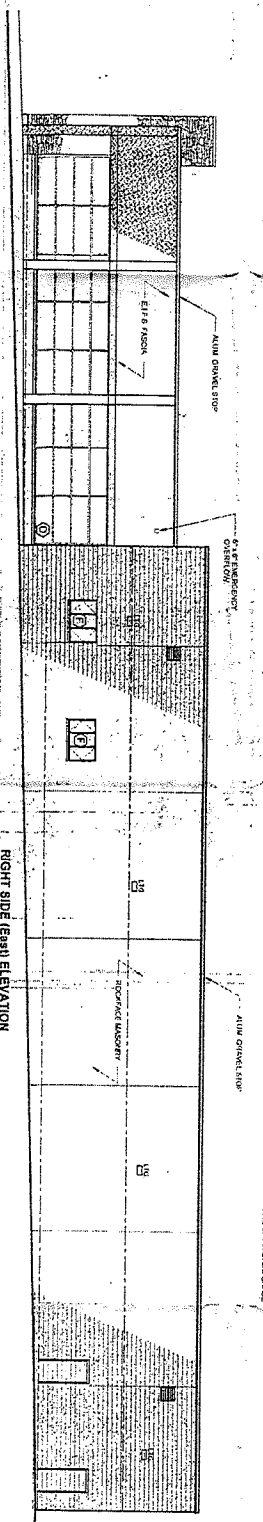
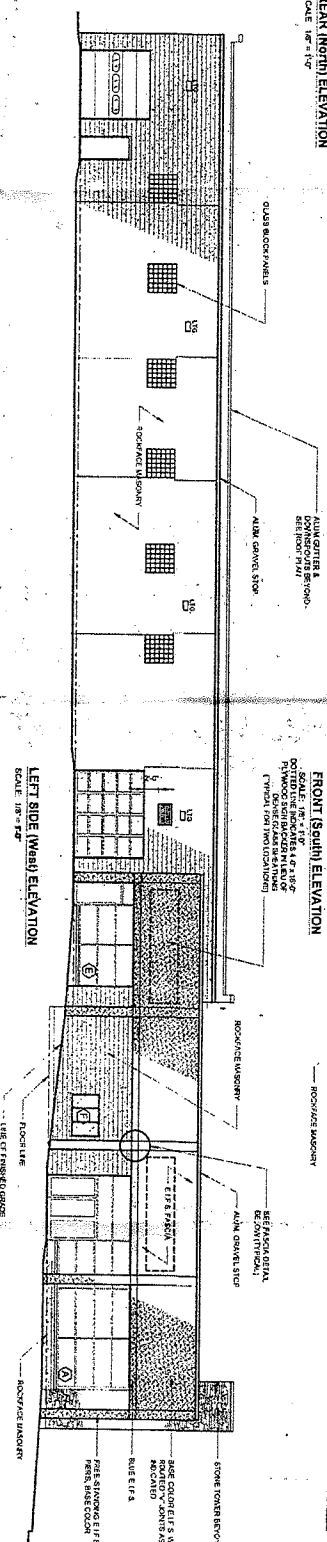
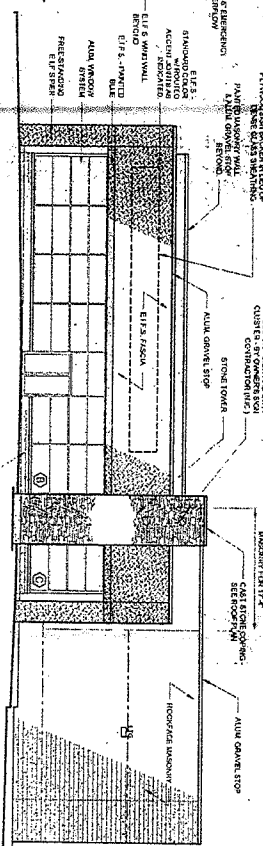
The map displays a complex arrangement of land parcels, each labeled with a unique identifier and its acreage. The central focus is a large parcel labeled M6 24 11, which is subdivided into several smaller lots. To the left of this central parcel is a large area labeled M6 24 7H-1. To the right, there is a large parcel labeled M6 191. The map also shows a network of roads, including a main road running horizontally across the middle, and a railroad line running vertically on the right side. The map is titled 'TOWNSHIP 21 NORTH' and 'RANGE 15 WEST'.

Key parcels and their acreage include:

- M6 24 11: 11.16 ac
- M6 24 10: 6 ac
- M6 24 7H-1: 11.8 ac
- M6 24 7H: 10.03 ac
- M6 24 7B: 6.14 ac
- M6 24 7A: 1.35 ac
- M6 24 7C: 1.07 ac
- M6 24 7D: 1.07 ac
- M6 24 7E: 1.07 ac
- M6 24 7F: 1.07 ac
- M6 24 7G: 1.07 ac
- M6 24 7H: 1.07 ac
- M6 24 7I: 1.07 ac
- M6 24 7J: 1.07 ac
- M6 24 7K: 1.07 ac
- M6 24 7L: 1.07 ac
- M6 24 7M: 1.07 ac
- M6 24 7N: 1.07 ac
- M6 24 7O: 1.07 ac
- M6 24 7P: 1.07 ac
- M6 24 7Q: 1.07 ac
- M6 24 7R: 1.07 ac
- M6 24 7S: 1.07 ac
- M6 24 7T: 1.07 ac
- M6 24 7U: 1.07 ac
- M6 24 7V: 1.07 ac
- M6 24 7W: 1.07 ac
- M6 24 7X: 1.07 ac
- M6 24 7Y: 1.07 ac
- M6 24 7Z: 1.07 ac
- M6 24 7A: 1.07 ac
- M6 24 7B: 1.07 ac
- M6 24 7C: 1.07 ac
- M6 24 7D: 1.07 ac
- M6 24 7E: 1.07 ac
- M6 24 7F: 1.07 ac
- M6 24 7G: 1.07 ac
- M6 24 7H: 1.07 ac
- M6 24 7I: 1.07 ac
- M6 24 7J: 1.07 ac
- M6 24 7K: 1.07 ac
- M6 24 7L: 1.07 ac
- M6 24 7M: 1.07 ac
- M6 24 7N: 1.07 ac
- M6 24 7O: 1.07 ac
- M6 24 7P: 1.07 ac
- M6 24 7Q: 1.07 ac
- M6 24 7R: 1.07 ac
- M6 24 7S: 1.07 ac
- M6 24 7T: 1.07 ac
- M6 24 7U: 1.07 ac
- M6 24 7V: 1.07 ac
- M6 24 7W: 1.07 ac
- M6 24 7X: 1.07 ac
- M6 24 7Y: 1.07 ac
- M6 24 7Z: 1.07 ac

parid	owner1	owner 2	mailing address	city name	state	zip code
M6 24 10B 0214	TERMINAL LOGISTICS II MIDLANT SPC LLC		1000 CONTINENTAL DR STE 550	KING OF PRUSSIA	PA	19406-
M6 24 7H 0214	5325 NORTHGATE DRIVE TPI LLC &	30 SOUTH CALVERT ASSOCIATES LLLP	1906 TOWNE CENTRE BLVD STE 270	ANNAPOLIS	MD	21401-
M6 19 1 0214	GULICK GREGORY A		3399 BATH PK	BETHLEHEM	PA	18017-
M6 21 2A 0214	GENTIS ASSOCIATES LLC		1180 BLOSSOM CIR	BETHLEHEM	PA	18017-1008
M6 24 10C 0214	TERMINAL LOGISTICS II MIDLANT SPE LLC		1000 CONTINENTAL DR STE 550	KING OF PRUSSIA	PA	19406-
M6 24 10D 0214	TERMINAL LOGISTICS II MIDLANT SPE LLC		1000 CONTINENTAL DR STE 550	KING OF PRUSSIA	PA	19406-
M6 24 10G 0214	PROVIDENCE PROPERTIES LLC		988 E MAIN ST	SCHUYLKILL HAVEN	PA	17972-9752
M6 21 2B 0214E	HANOVER TOWNSHIP		3630 JACKSONVILLE RD	BETHLEHEM	PA	18017-
M6 24 10A 0214	TERMINAL LOGISTICS II MIDLANT SPE LLC		1000 CONTINENTAL DR STE 550	KING OF PRUSSIA	PA	19406-
M6 24 10E 0214	HFP ASSOCIATES LP		2540 E CUMBERLAND ST	LEBANON	PA	17042-
M6 24 11 0214	JLH ASSOCIATES LTD		4437 STREET RD	TREVOSE	PA	19053-4984
M6 24 10F 0214	JLH ASSOCIATES LTD		C O WILLIAM SEBALD 4437 STREET RD	TREVOSE	PA	19053-4998
M6 24 10 0214	TERMINAL LOGISTICS II MIDLANT SPE LLC		1000 CONTINENTAL DR STE 550	KING OF PRUSSIA	PA	19406-



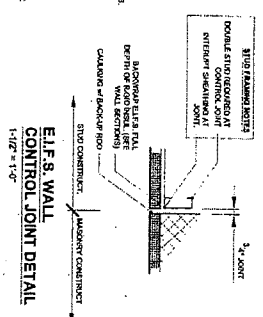
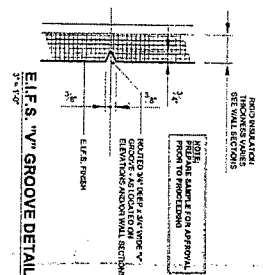


EXTERIOR MATERIALS

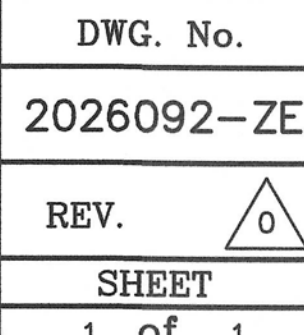
E1.3 - BASE COLOR - TO MATCH EC
E1.3.1 - BASE COLOR - T-14032
"SECURE" GAUD PINK 2000 SEMI-TO
E1.2 - BASE ACCENT - TO MATCH
E1.2.1 - BASE ACCENT - T-14032
GAUD PINK 2000 SEMI-TO
E1.1 - WALL - TO MATCH EC
E1.1.1 - WALL - T-14032
PREPARATION OF MATERIAL FOR
APPLICATION

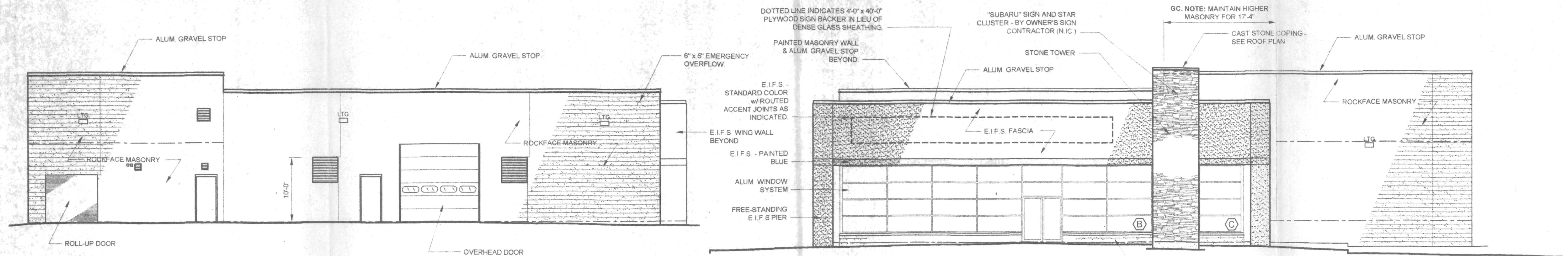
ROOFING MATERIAL - FLZ40 BRGS
PREMIUM COL OR #154 WITH MATCHING
MORTAR

PAINTED STONE TOWER - MATERIAL
TO BE COMPARED TO DAVOCIA BROWN
LEGOE, COLOR TO BE DAVOCIA BROWN



RECEIVED
JUN 2 2015
FABRIZIO DETAIL
SCOTT W. 1107
HANOVER TOWNSHIP



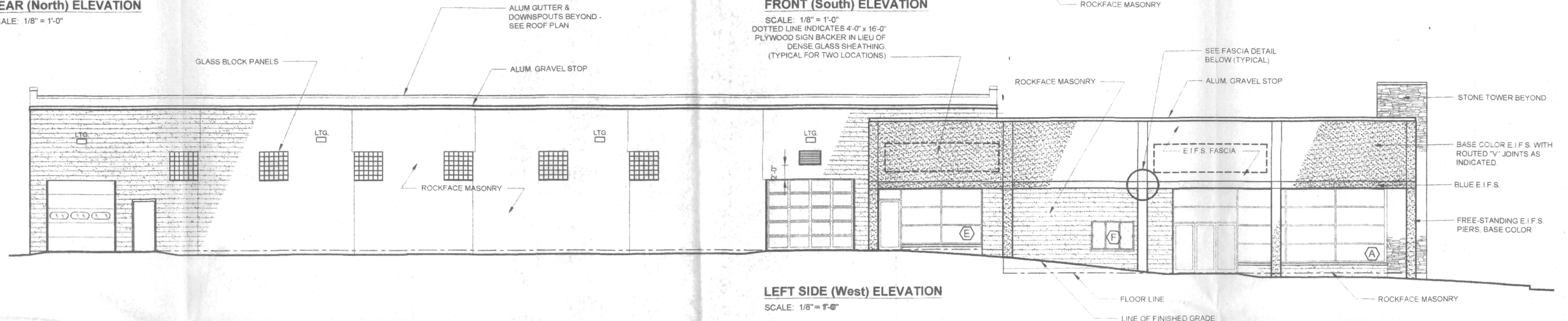


REAR (North) ELEVATION

SCALE: 1/8" = 1'-0"

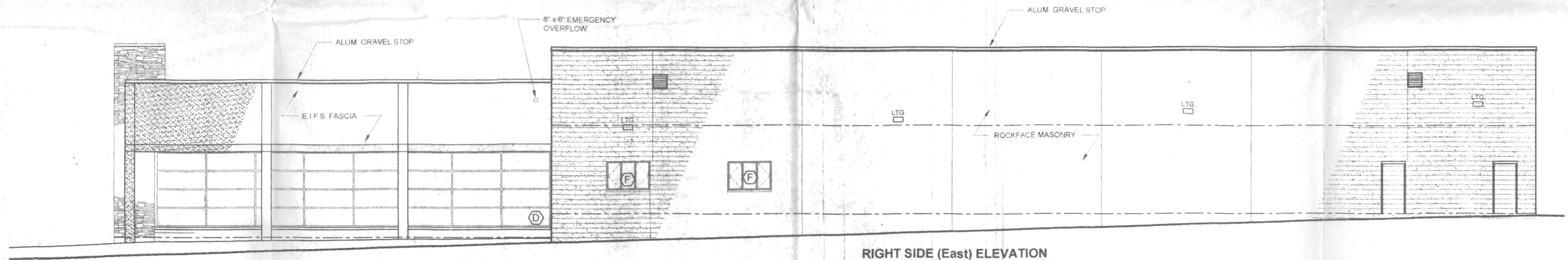
FRONT (South) ELEVATION

SCALE: 1/8" = 1'-0"
DOTTED LINE INDICATES 4'-0" x 16'-0" PLYWOOD SIGN BACKER IN LIEU OF DENSE GLASS SHEATHING (TYPICAL FOR TWO LOCATIONS)



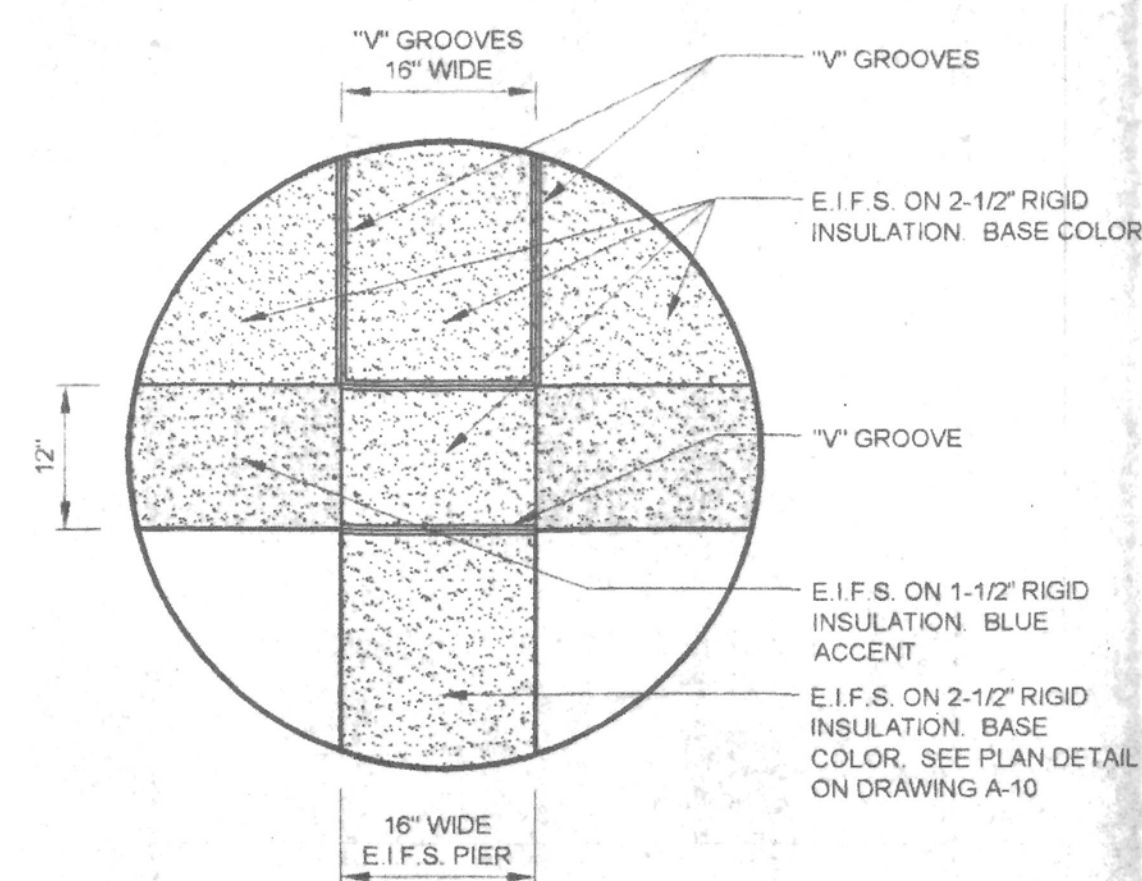
LEFT SIDE (West) ELEVATION

SCALE: 1/8" = 1'-0"



RIGHT SIDE (East) ELEVATION

SCALE: 1/8" = 1'-0"



FASCIA DETAIL

SCALE: 3/4" = 1'-0"

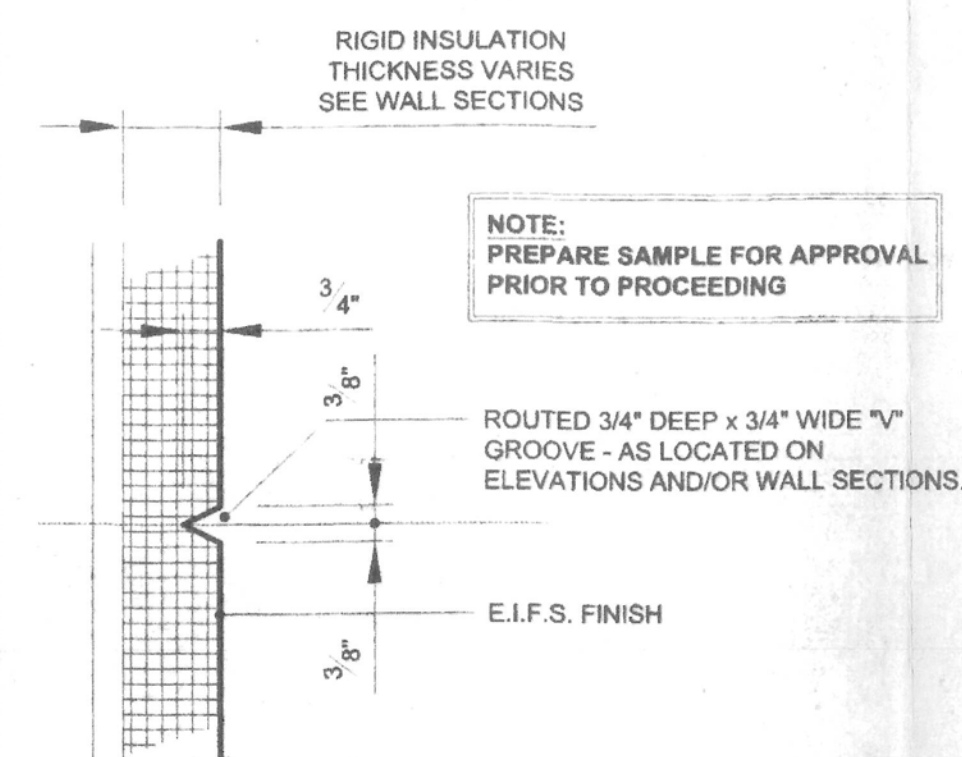
EXTERIOR MATERIALS

E.I.F.S. - BASE COLOR - TO MATCH T.E.C. INCORPORATED "FULLO-MITE" # 40025 "BISQUE", SAND FINISH, 2000 SERIES.

E.I.F.S. - BLUE ACCENT - TO MATCH BENJAMIN MOORE CUSTOM MIX BLUE. SAMPLE WILL BE PROVIDED FOR PREPARATION OF MATERIAL FOR APPROVAL.

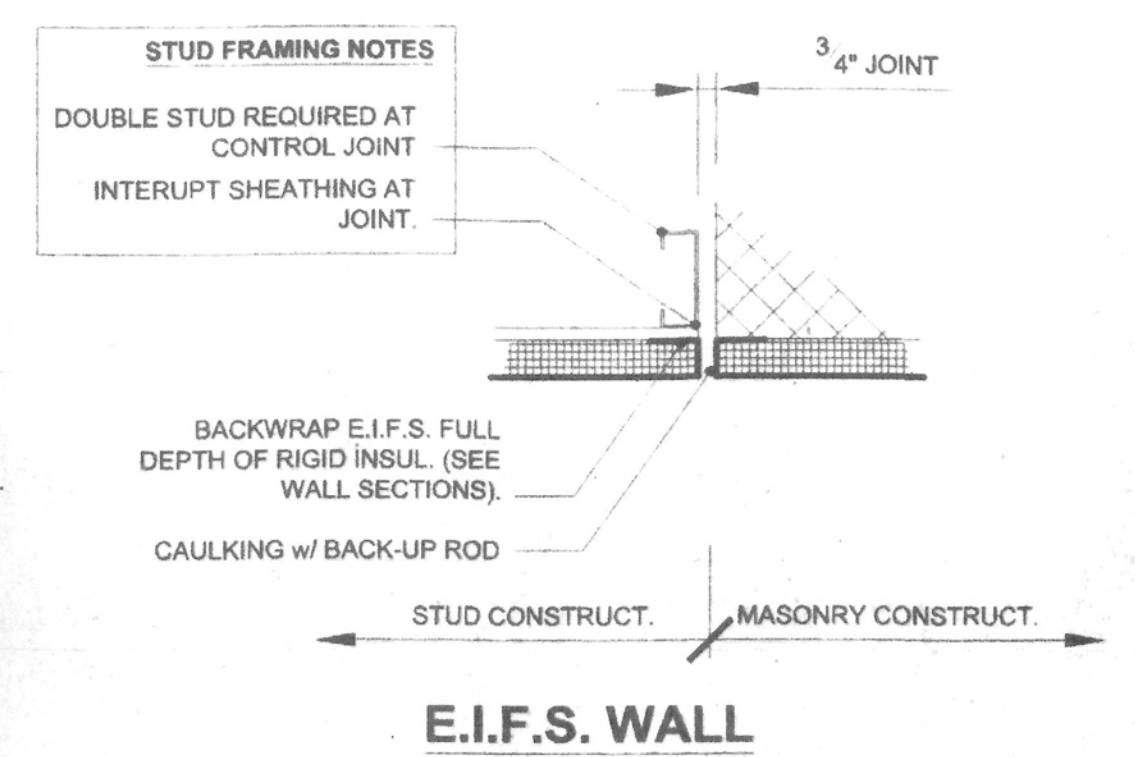
ROCKFACE MASONRY - FIZZANO BROS. PREMIUM COLOR #F-54 WITH MATCHING MORTAR.

SIMULATED STONE TOWER - MATERIAL TO BE CORONADO STONE, MOUNTAIN LEDGE, COLOR TO BE "DAKOTA BROWN".



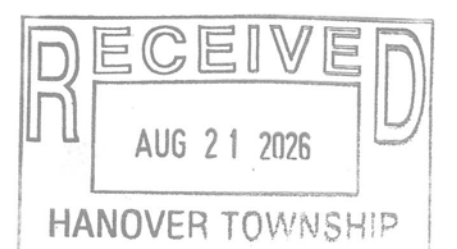
E.I.F.S. "V" GROOVE DETAIL

3" = 1'-0"



E.I.F.S. WALL CONTROL JOINT DETAIL

1-1/2" = 1'-0"



BASS/NECKER ASSOC. LLC
14 NORTH YORK ROAD
WILLOW GROVE, PA 19090
(215) 657 8444 fax (215) 659 4112

NEW AUTOMOTIVE FACILITY
FAULKNER SUBARU
330 STROKE PARK RD., BETHLEHEM
HANOVER TWP., NORTHAMPTON CO., PA.

BASS/NECKER
ARCHITECTS

06-10-04

ELEVATIONS

A-6

JAINDL LAND COMPANY

PRELIMINARY PLAN SUBMISSION

FOR

6990 STEUBEN ROAD PLANNED
INDUSTRIAL DEVELOPMENT

LOCATED IN

HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA

FEBRUARY 9, 2026
REVISED: MAY 11, 2026

THE PIDCOCK COMPANY

CIVIL ENGINEERING AND LAND PLANNING ARCHITECTURE LAND SURVEYING

OXFORD DRIVE AT FISH HATCHERY ROAD
ALLENTOWN, PENNSYLVANIA

NOTE

THIS PLAN HAS BEEN PREPARED IN CONJUNCTION WITH MUNICIPAL REGULATIONS AND ORDINANCES RELATING TO LAND USAGE AND DIMENSIONAL REQUIREMENTS OF ZONING AND RELATED PERMITS. HOWEVER, NOT CONSIDERED ARE PERIPHERAL ISSUES SUCH AS CLARITY OF TITLE, SUBSURFACE CONDITIONS INCLUDING BUT NOT LIMITED TO SOIL AND WATER CONTAMINATION, SINKHOLE ACTIVITY AND HISTORICAL AND ARCHAEOLOGICAL ISSUES, OR OTHER SUCH ISSUES AS MAY AFFECT THE MERCHANTABILITY OF THE LAND. THE PIDCOCK COMPANY MAKES NO REPRESENTATION OR WARRANTY CONCERNING THESE ISSUES WHICH SHOULD BE ADDRESSED BY QUALIFIED PROFESSIONALS ENGAGED IN THE APPROPRIATE FIELDS OF PRACTICE.

THE
PIDCOCK
COMPANY

CIVIL ENGINEERING AND LAND PLANNING
ARCHITECTURE
LAND SURVEYING

Oxford Drive at Fish Hatchery Road
2451 Parkwood Drive Allentown, Pennsylvania 18103-9608
Telephone: 610-791-2252
Telefacsimile: 610-791-1256
E-mail: info@pidcockcompany.com

PROFESSIONAL SEAL

NOTES:

1. THIS PLAN HAS BEEN PREPARED IN CONJUNCTION WITH MUNICIPAL REGULATIONS AND ORDINANCES RELATING TO LAND USAGE AND DIMENSIONAL REQUIREMENTS OF ZONING AND RELATED PERMITS. HOWEVER, NOT CONSIDERED ARE PERIPHERAL ISSUES SUCH AS CLARITY OF TITLE, SUBSURFACE CONDITIONS INCLUDING BUT NOT LIMITED TO SOIL AND WATER CONTAMINATION, SINKHOLE ACTIVITY AND HISTORICAL AND ARCHAEOLOGICAL ISSUES, OR OTHER SUCH ISSUES AS MAY AFFECT THE MERCHANTABILITY OF THE LAND. THE PIDCOCK COMPANY MAKES NO REPRESENTATION OR WARRANTY CONCERNING THESE ISSUES WHICH SHOULD BE ADDRESSED BY QUALIFIED PROFESSIONALS ENGAGED IN THE APPROPRIATE FIELDS OF PRACTICE.
2. THESE DOCUMENTS ARE PROVIDED FOR MUNICIPAL REVIEW ONLY AND ARE NOT TO BE UTILIZED FOR ANY OTHER PURPOSE. THE DOCUMENTS ARE NOT ISSUED FOR CONSTRUCTION UNLESS SPECIFICALLY NOTED AS SUCH BELOW.

CONTRACTOR'S OBLIGATION REGARDING COORDINATION OF DOCUMENTS AND FIELD CONDITIONS

THE CONTRACT DOCUMENTS PRESENT THE DESIGN INTENT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REVIEW ALL PLANS, SPECIFICATIONS, ADDENDA, CONSTRUCTION SKETCHES AND OTHER CONTRACT DOCUMENTS FOR CONSISTENCY. SIMILARLY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REVIEW FIELD CONDITIONS, INCLUDING COORDINATION WITH ALL UTILITIES. THE CONTRACTOR SHALL COMPLETE ANY TEST EXCAVATIONS IN ADVANCE OF ORDERING MATERIALS OR OF CONSTRUCTION IN AN AREA OF UTILITY CROSSINGS OR POTENTIAL INVOLVEMENT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO BRING ANY INCONSISTENCIES IN THE DOCUMENTS OR ANY APPARENT CONFLICTS TO THE ATTENTION OF THE ENGINEER BEFORE ORDERING MATERIALS AND BEFORE PROCEEDING WITH CONSTRUCTION IN THE AREA SO THAT THE ENGINEER MAY REVIEW THE CONDITIONS AND RECOMMEND ANY ADJUSTMENTS TO THE DOCUMENTS THAT MAY BE NECESSARY, OR TO RECOMMEND RELOCATION OF A UTILITY OR OTHER REMEDIAL WORK THAT MAY BE REQUIRED.

REFER TO THE GENERAL NOTES ON SHEET 3 OF 24 FOR ALL PLAN NOTES.

5	
4	
3	
2	
1	MAY 11, 2026
DATE	DESCRIPTION
	REVISED PER TOWNSHIP COMMENTS
	REVISIONS

PRELIMINARY PLAN SUBMISSION

SCALE: 1"=50'
DATE: FEBRUARY 9, 2026
CHECKED BY: JMM
DRAWN BY: KDH
CAD FILE: Grading Plan.dwg
PROJECT NUMBER: 410.2512

GRAPHIC SCALE: 50' 25' 0' 50' 100'



6990 STEUBEN ROAD PLANNED
INDUSTRIAL DEVELOPMENT
HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA

GRADING AND DRAINAGE PLAN

FILE NUMBER
S-12542

SHEET NUMBER
9 OF 24





Hanover Engineering

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

September 17, 2026

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

RE: Jaindl Land Company – HCC2 Lot 11
Proposed Industrial Development
6990 Steuben Road
Preliminary Land Development Plan
Received September 4, 2026
Hanover Project H25-29

Dear Mark:

We have reviewed the above-referenced Preliminary Land Development Plan submission for conformance to the Hanover Township Zoning Ordinance, Subdivision and Land Development Ordinance and other appropriate Ordinances as found in the code of the Township of Hanover, adopted February 12, 2020, as amended. We offer the following comments for the Township's consideration.

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

A. GENERAL COMMENTS

1. This is the third submission and consists of a twenty-four (24) sheet Preliminary Land Development Plan, eight (8) sheet Soil Erosion and Sedimentation Control Plan and five (5) sheet Post-Construction Stormwater Management Plan, five (5) sheet Aqua Mist Irrigation Plan, and a three (3) sheet lighting and landscaping Plan for the approximately 14.62-acre site zoned Planned Industrial/Business Park District (PIBD). The Applicant is proposing a 102,700 s.f. warehouse building. Warehousing is a permitted use within the PIBD.
2. The site is located at the northeastern corner of Hanover Township. The site is bordered on the north by Steuben Road, on the west by an existing residence, on the east by Township Line Road and the Lower Nazareth Township line, and on the south by Hanover Corporate Center 1. The site is currently an undeveloped lot being used for agriculture.

B. SUBDIVISION AND LAND DEVELOPMENT ORDINANCE – CHAPTER 159

- * Sections 67-13– All proposed fencing shall be installed in accordance with the specifications in this section. The proposed fencing shall be subject to approval by the Board of Supervisors.

Sections 159-10.B and 67-3 – The preliminary plan shall contain the following note:

Prior to construction of or with the record plan submission, roadway cross sections shall be provided every 25' for the proposed Township Line and Steuben Road improvements. A roadway profile and top of curb elevations shall also be provided associated with the proposed roadway improvements. The design shall assess whether the roadway reconstruction can be accommodated without addressing any roadwork on the opposite side of the street.

- * Sections 159-13.B(1) – The Applicant shall provide sidewalks within all street rights-of-way of arterial and collector streets. **The Applicant is requesting a deferral from this requirement.**
- * Sections 159-15.I.(5) and 73-7.E – Driveways for all nonresidential subdivisions shall not be less than 15 feet in width and shall not exceed 30 feet in width. The access driveway that is being proposed is a non-standard design intended to deter trucks from making lefts to northbound Township Line Road. **The Applicant is requesting a waiver from this requirement.**

Sections 159-20, 159-29.D.(8) and 67-10 – The following comments regarding the existing and proposed sanitary sewage service shall be satisfactorily addressed:

1. The calculations for the grinder lift station design shall be provided and consistent with the projected sanitary sewage flows for the proposed use for the property. **The Applicant is requesting that this information be provided with the future Record plan submission.**
- * Sections 159-21– Please note the proposed waterline is not proposed to be extended along Steuben Road.
 - * Sections 159-24 and 159-11.W – Streetlights shall be proposed to the satisfaction and approval of the Township.
 - * Section 159-29.C.(2) – All elevations shall be based on the USGS sea level datum. A vertical datum reference shall be provided on the plan. The Applicant is proposing NAVD 1929 for the vertical datum reference. **The Applicant is requesting a waiver from this requirement.**

Section 159-29.D.(4) – A retaining wall construction detail, with notes specifying retaining wall design calculations and construction plans shall be submitted to the Township for review and approval prior to construction as noted in Land Development Note 22.

Section 159-29.E.(1) – The Applicant shall provide service certifications/design approval from the City of Bethlehem for the proposed sanitary sewer and water supply services.

Sections 159-29.F(1), and 159-40.(G) – The owners shall sign and notarize the Owner's Statement.

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

Section 159-29.F.(7) and 159-40.F – The owner's acknowledgement of the list of dedications, maintenance for a period of eighteen (18) months, and completion date shall be signed.

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

**C. STORMWATER MANAGEMENT ORDINANCE – CHAPTER 152,
ORDINANCE NO. 19-1**

Sections 152-6.1.A and 152-16.D – No Regulated Earth Disturbance Activities within the Township shall commence until approval by the Township of an Erosion and Sediment Control Plan for construction activities. Written approval by DEP or the Northampton County Conservation District shall satisfy this requirement.

Sections 152-6.1.A – The work within natural drainageways are subject to permit by DEP under 25 PA Code Chapter 102 and 105. A copy of any necessary permits from DEP shall be provided to the Township before the commencement of any earth disturbance activity.

Sections 152-6.1.C and D and 152-16.D – A DEP NPDES Stormwater Discharges Associated with Construction Activities Permit is required for Regulated Earth Disturbance Activities of one acre or greater under PA. Code Chapter 92, and a copy of the NPDES Permit must be provided to the Township before the commencement of an Earth Disturbance Activity.

The following comments regarding the Stormwater Infiltration & Carbonate Assessment Report and associated details on the land development plan shall be satisfactorily addressed:

1. Chapter 152-9.1.G: The applicant shall conduct the Additional Site Investigation and Testing as outlined in Appendix G per the testing density table. It is noted that the geotechnical consultant states in the Stormwater Infiltration Report, Section 5.4, that "Once the spray irrigation areas and basin locations are finalized, additional auger probes or geophysics will need to be performed". All additional site investigation and testing shall be coordinated with this office for witnessing. **Additional testing has been conducted but the results of the testing have not yet been reported.**

2. Provide at least two (2) perpendicular cross sections through the existing quarry showing existing grades and proposed grades and improvements, including the building foundation and slab. Elevation data indicates that the quarry bottom is approximately thirty-seven feet (37') below the proposed building finished floor elevation. The Stormwater Infiltration Report states that the quarry bottom was dry at the time of field work conducted in December of 2025. Confirm that the quarry bottom remains dry during the wet season in the Spring of 2026. Provide measures to achieve a stable quarry bottom and to fill the quarry to subgrade elevations suitable for construction. Specify the composition of material to be used for fill, maximum lift thickness, acceptable compaction method(s), minimum required degree of compaction, and onsite testing methods to ensure that the building subgrade is stable and has adequate bearing capacity.

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

Section 152-10.M – The Developer shall provide a covenant running with the land to identify the property owner's responsibilities for the ownership and maintenance of the private stormwater collection, conveyance, control, and BMP facilities as outlined in Land Development Notes 19 & 20.

Section 152-12.B and C – The developer is required to install or improve the Township interceptor system, by the value of at least \$1.80 per square yard of impervious cover.

Section 152-15.D – A signature block shall be added to the plan and signed by the landowner, acknowledging that the stormwater BMPs are fixtures that cannot be altered or removed without approval by the Township.

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

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

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

B. ZONING ORDINANCE – CHAPTER 185

- * Sections 185-14.C.(3) and G – No structures shall be placed between the setback line and the existing highway right-of-way line, except lamp posts, driveways, mailboxes, sidewalks, and utility lines, or such incidental items as may be agreed to by the Board of Supervisors during the site or land development plan review. The Applicant proposes a portion of the southern retaining wall within the front setback line.
 - * Section 185-15.D.(2) – To the greatest extent possible, structures and buildings shall not be constructed in portions of a site affected by soil limitations or natural characteristics which reduce the ability of a lot to sustain development in a safe, aesthetic, or healthful manner. The Applicant proposes portions of the building, parking lot, and drive aisles within Special Conservation District (SCD) areas on the site.
 - * Section 185-17. F – All parking areas of more than twenty-five (25) spaces shall be landscaped subject to review by the Planning Commission and approval of the Board of Supervisors.
 - * Sections 185-20 and 185-35.A.(1) – The Applicant shall submit evidence to the satisfaction of the Board of Supervisors that the proposed use will be in compliance with the performance standards of this Section. The proposed lighting fixtures detail “Dark Sky,” which appears to be equivalent to full cut-off shielding.
- Sections 185-22.C.(1)(e), 185-33.E, 185-35.A.(2) and 185-39.C – Architectural elevations and sections of the proposed building shall be provided with the record plan submission.
- Section 185-22.E.(4) – The Trip Generation summary submitted by the applicant documents proposed trip generation of 31 PM Peak Hour trips, 29 vehicles and 2 trucks, which is below the 91 PM Peak Hour trips allotted to Lot 11 in the approved HCC2 Traffic Impact Study.
- * Section 185-39.B.(4) – Buildings and structures should be so sited on the lot to avoid land area situated in a Special Conservation District. The Applicant proposes portions of the building, parking lot, and drive aisles within Special Conservation District (SCD) areas on the site.

E. TECHNICAL COMMENTS

1. The applicant shall consider the attached Lower Nazareth Township Board of Supervisors concerns regarding Township Line Road and the proposed site driveway.

F. IMPACT FEE – CHAPTER 102

The applicant shall document whether this land development is entitled to any Traffic Impact Fee credits as part of the Hanover Corporate Center 2 Subdivision Improvements Agreement. Pending this determination, Traffic Impact Fee (\$343.00/per PM peak hour trip) shall be calculated upon Township concurrence with the Applicant's Impact Fee credit assessment

G. TAPPING AND CONNECTION FEE – CHAPTER 140

The Applicant will be required to pay a Tapping fee in the amount of \$8.10/GPD, a Connection fee (\$472.50 each) and a Customer Facilities fee (\$330.00 each) at the time of building permit issuance.

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

Respectfully,

HANOVER ENGINEERING



Brien R. Kocher, PE
Township Engineer

brk:jcn/jam

S:\Projects\Municipal\HanoverTwp\H25-29-HCC2Lot11LandDevelopmentPlan\Docs\09-17-26 HCC2Lot11 6990 Steuben Road-PrelimPlanReviewLtr3.doc

Enclosure

cc: Ms. Tracy Luisser, Zoning Administrator (via email)
James L. Broughal, Esquire (via email)
Ms. Nicole Galio, Jaindl Land Company (via email)
Mr. John M. McRoberts, PE, The Pidcock Company (via email)
Joseph A. Zator, Esquire, KingSpry (via email)

August 25, 2026

Domenic Villani
930 Wafford Lane
Bethlehem, PA 18017

Dewire Subdivision – Rosewood Drive and Alyssa Place Streetlights

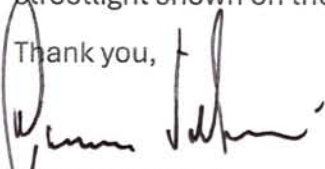
Hanover Township Board of Commissioners,

I am Domenic Villani, a Hanover Township sub-division owner. In 2010 I acquired the Dewire Estates Subdivision with existing utilities and infrastructure. As of 2026, all lots have been sold. I am currently in the process of completing the requirements to turn the development over to Hanover Township. At the time of development only two streetlights were installed, as opposed to three shown in the approved plan. In doing research to find out why the number of streetlights was modified I discovered an inconsistency in the approved plans. Sheet 1 of 16 of the approved construction plans on file shows the location of one of the streetlights at the property corner between Lots 13 and 14. Sheet 4 of 16 of the approved watermain installation plans shows a fire hydrant installed at the same location.

Since the improvements and development were already completed when I acquired the property, I am unaware of why the quantity and location of the streetlights was modified. After utilizing my construction knowledge and consulting with other contractors I can only deduce that the watermain and fire hydrant were installed first, then when the streetlights were to be installed a conflict was discovered with the fire hydrant and changes were made to ensure suitable lighting for the sub-division, while avoiding the existing fire hydrant. The two existing streetlights were turned over to Hanover Township and included in the Township's PP&L billing after installation.

I ask the Hanover Township Board of Commissioners to allow the existing two streetlights to remain as they were initially installed and request approval to not install the third streetlight shown on the plans.

Thank you,


Domenic Villani

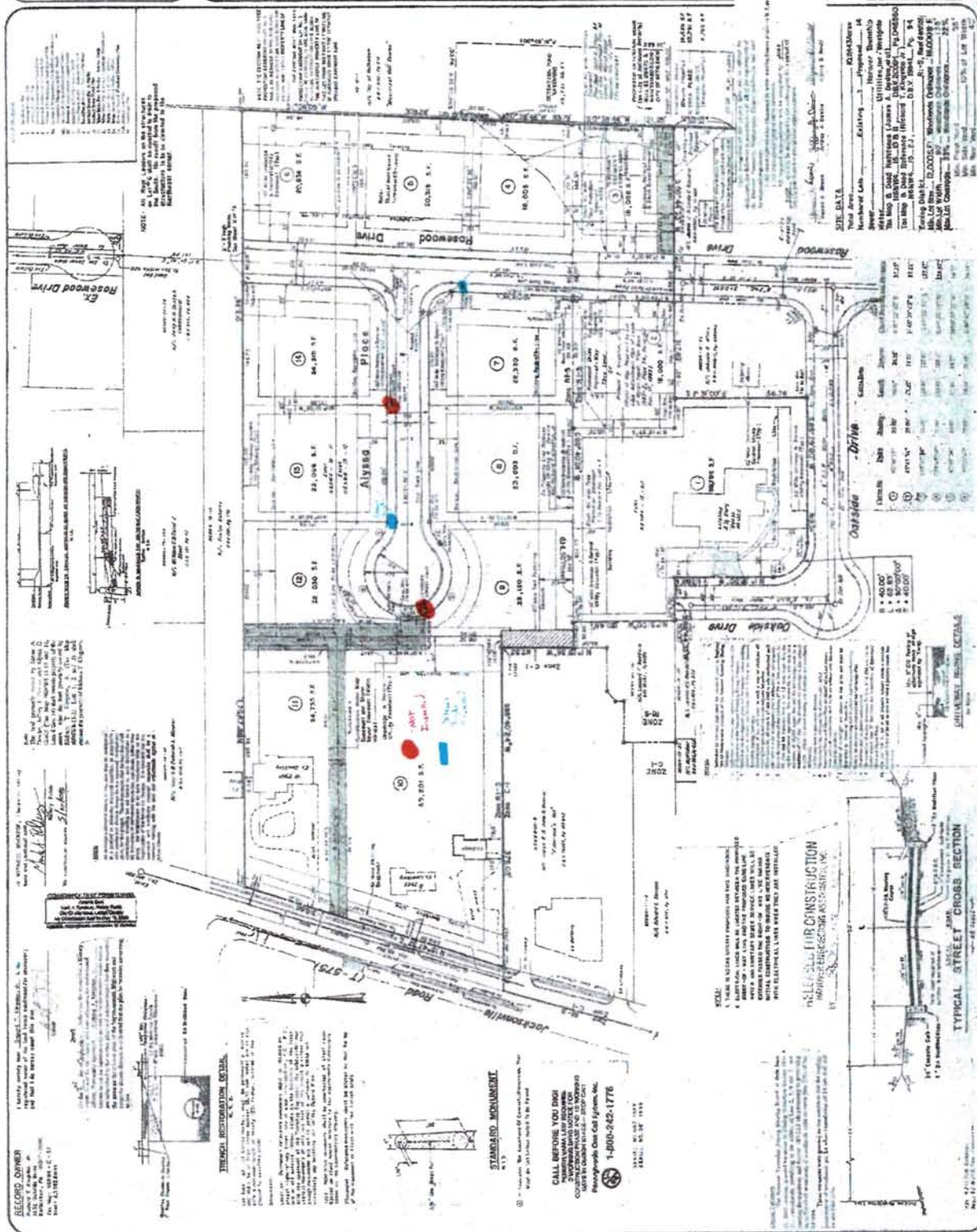




RECORD OWNER
DEWIRE ESTATES
201 Washington Street, Allentown, Pa. 18102
4/12/84
1 of 16

DEWIRE ESTATES
201 Washington Street, Allentown, Pa. 18102
4/12/84
1 of 16

DEWIRE ESTATES
201 Washington Street, Allentown, Pa. 18102
4/12/84
1 of 16

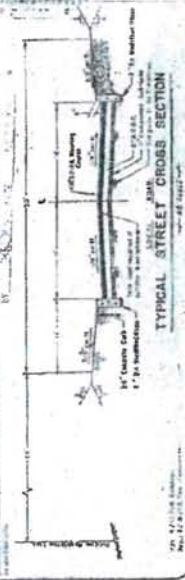


SITE DATA

Item	Value
Lot Area	14.00 Acres
Building Area	14.00 Acres
Site Coverage	14.00 Acres
Setback	14.00 Acres
Front Yard	14.00 Acres
Side Yard	14.00 Acres
Rear Yard	14.00 Acres
Front Setback	14.00 Acres
Side Setback	14.00 Acres
Rear Setback	14.00 Acres
Front Yard	14.00 Acres
Side Yard	14.00 Acres
Rear Yard	14.00 Acres
Front Setback	14.00 Acres
Side Setback	14.00 Acres
Rear Setback	14.00 Acres

OUTSIDE DRIVE

Item	Value
Lot Area	14.00 Acres
Building Area	14.00 Acres
Site Coverage	14.00 Acres
Setback	14.00 Acres
Front Yard	14.00 Acres
Side Yard	14.00 Acres
Rear Yard	14.00 Acres
Front Setback	14.00 Acres
Side Setback	14.00 Acres
Rear Setback	14.00 Acres
Front Yard	14.00 Acres
Side Yard	14.00 Acres
Rear Yard	14.00 Acres
Front Setback	14.00 Acres
Side Setback	14.00 Acres
Rear Setback	14.00 Acres



RECORD OWNER
DEWIRE ESTATES
201 Washington Street, Allentown, Pa. 18102
4/12/84
1 of 16

DEWIRE ESTATES
201 Washington Street, Allentown, Pa. 18102
4/12/84
1 of 16

DEWIRE ESTATES
201 Washington Street, Allentown, Pa. 18102
4/12/84
1 of 16

STANDARD MONUMENT
1-800-242-1776

CALL BEFORE YOU DIG
1-800-242-1776

DEWIRE ESTATES
201 Washington Street, Allentown, Pa. 18102
4/12/84
1 of 16

August 25, 2026

Domenic Villani
930 Wafford Lane
Bethlehem, PA 18017

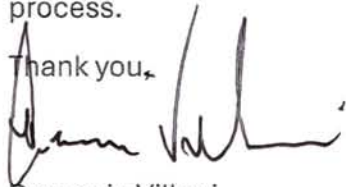
DeWire Subdivision – Fee in lieu of street trees

Hanover Township Board of Commissioners,

I am Domenic Villani, a Hanover Township sub-division owner. In 2010 I acquired the DeWire Estates Subdivision with existing utilities and infrastructure. As of 2026, all lots have been sold. I am currently in the process of completing the requirements to turn the development over to Hanover Township. The planting of missing street trees is one of the items on the close out list that was provided by Hanover Township.

Since construction remains to be completed on two vacant lots, I would like to request the option of paying a tree replacement fee in lieu of planting the ten trees shown on the plan. Please let me know if this alternative is available and, if so, the applicable fee and payment process.

Thank you,

A handwritten signature in black ink, appearing to read 'Domenic Villani', written over the 'Thank you,' text.

Domenic Villani



1. The following are the existing trees on the site:

Tree #	Species	Size (inches)	Health	Notes
1	Maple	12"	Good	
2	Oak	14"	Good	
3	Cherry	10"	Fair	
4	Boxelder	8"	Poor	
5	Boxelder	8"	Poor	
6	Boxelder	8"	Poor	
7	Boxelder	8"	Poor	
8	Boxelder	8"	Poor	
9	Boxelder	8"	Poor	
10	Boxelder	8"	Poor	
11	Boxelder	8"	Poor	
12	Boxelder	8"	Poor	
13	Boxelder	8"	Poor	
14	Boxelder	8"	Poor	
15	Boxelder	8"	Poor	
16	Boxelder	8"	Poor	
17	Boxelder	8"	Poor	
18	Boxelder	8"	Poor	
19	Boxelder	8"	Poor	
20	Boxelder	8"	Poor	

2. The following are the proposed trees to be planted:

Tree #	Species	Size (inches)	Health	Notes
21	Maple	12"	Good	
22	Oak	14"	Good	
23	Cherry	10"	Fair	
24	Boxelder	8"	Poor	
25	Boxelder	8"	Poor	
26	Boxelder	8"	Poor	
27	Boxelder	8"	Poor	
28	Boxelder	8"	Poor	
29	Boxelder	8"	Poor	
30	Boxelder	8"	Poor	
31	Boxelder	8"	Poor	
32	Boxelder	8"	Poor	
33	Boxelder	8"	Poor	
34	Boxelder	8"	Poor	
35	Boxelder	8"	Poor	
36	Boxelder	8"	Poor	
37	Boxelder	8"	Poor	
38	Boxelder	8"	Poor	
39	Boxelder	8"	Poor	
40	Boxelder	8"	Poor	

DEWIRE ESTATES

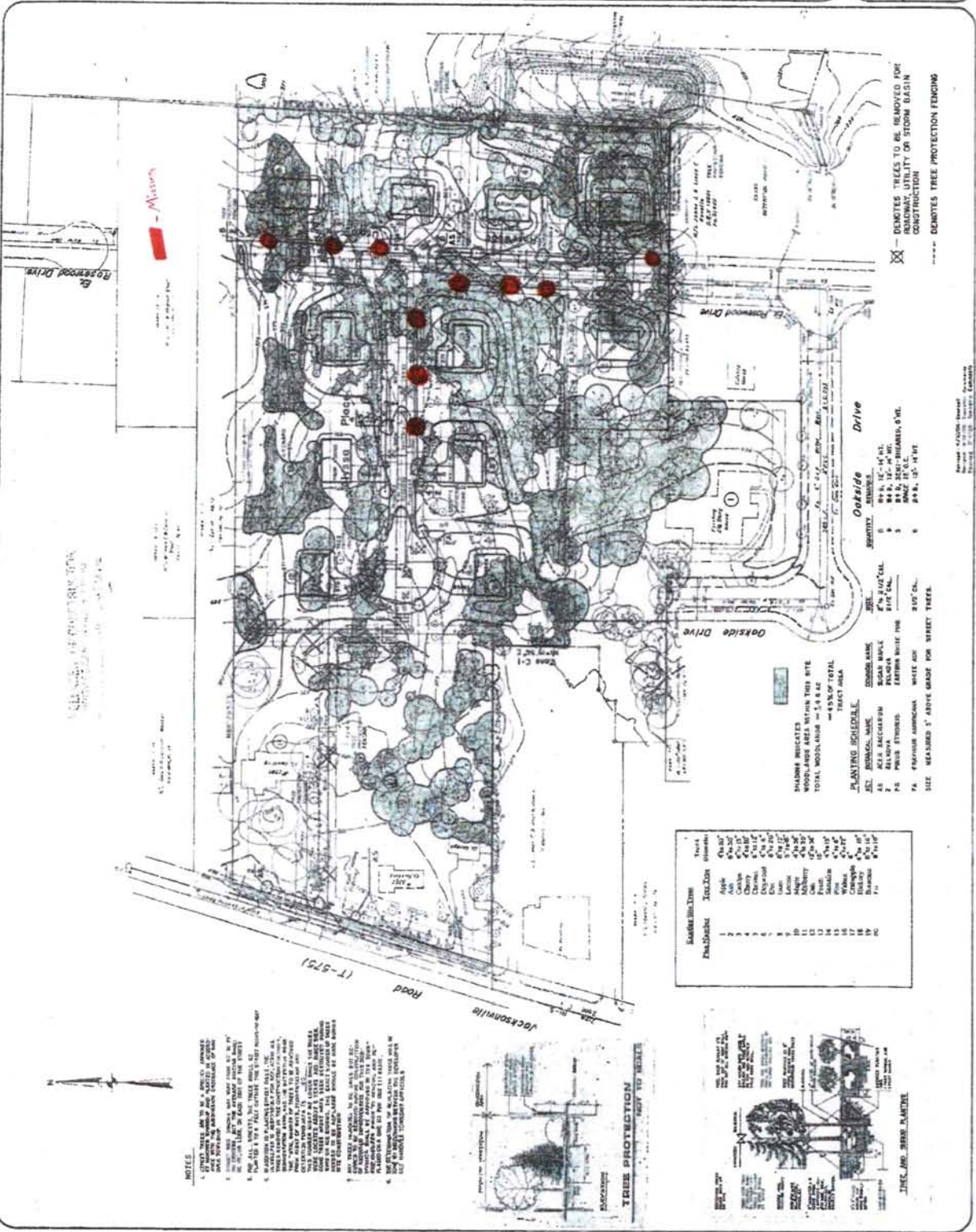
Maplewood Township, New Brunswick County, New Hampshire

PLANNED BY: DEWIRE ESTATES, INC.

1701 Washington Street, Alexandria, VA 22304

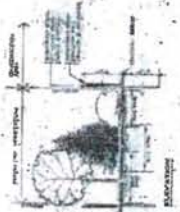
DATE: 10/15/88

BY: [Signature]



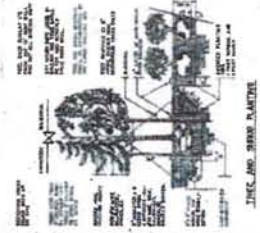
NOTES

1. EXISTING TREES TO BE REMOVED FOR CONSTRUCTION OF HOUSE AND DRIVE.
2. EXISTING TREES TO BE REMOVED FOR CONSTRUCTION OF DRIVE AND DRIVE.
3. EXISTING TREES TO BE REMOVED FOR CONSTRUCTION OF DRIVE AND DRIVE.
4. EXISTING TREES TO BE REMOVED FOR CONSTRUCTION OF DRIVE AND DRIVE.
5. EXISTING TREES TO BE REMOVED FOR CONSTRUCTION OF DRIVE AND DRIVE.
6. EXISTING TREES TO BE REMOVED FOR CONSTRUCTION OF DRIVE AND DRIVE.
7. EXISTING TREES TO BE REMOVED FOR CONSTRUCTION OF DRIVE AND DRIVE.
8. EXISTING TREES TO BE REMOVED FOR CONSTRUCTION OF DRIVE AND DRIVE.
9. EXISTING TREES TO BE REMOVED FOR CONSTRUCTION OF DRIVE AND DRIVE.
10. EXISTING TREES TO BE REMOVED FOR CONSTRUCTION OF DRIVE AND DRIVE.
11. EXISTING TREES TO BE REMOVED FOR CONSTRUCTION OF DRIVE AND DRIVE.
12. EXISTING TREES TO BE REMOVED FOR CONSTRUCTION OF DRIVE AND DRIVE.
13. EXISTING TREES TO BE REMOVED FOR CONSTRUCTION OF DRIVE AND DRIVE.
14. EXISTING TREES TO BE REMOVED FOR CONSTRUCTION OF DRIVE AND DRIVE.
15. EXISTING TREES TO BE REMOVED FOR CONSTRUCTION OF DRIVE AND DRIVE.
16. EXISTING TREES TO BE REMOVED FOR CONSTRUCTION OF DRIVE AND DRIVE.
17. EXISTING TREES TO BE REMOVED FOR CONSTRUCTION OF DRIVE AND DRIVE.
18. EXISTING TREES TO BE REMOVED FOR CONSTRUCTION OF DRIVE AND DRIVE.
19. EXISTING TREES TO BE REMOVED FOR CONSTRUCTION OF DRIVE AND DRIVE.
20. EXISTING TREES TO BE REMOVED FOR CONSTRUCTION OF DRIVE AND DRIVE.



TRUE PROTECTION

Plant Number	Plant Name	Plant Size	Plant Location
1	Maple	12"	10'
2	Oak	14"	10'
3	Cherry	10"	10'
4	Boxelder	8"	10'
5	Boxelder	8"	10'
6	Boxelder	8"	10'
7	Boxelder	8"	10'
8	Boxelder	8"	10'
9	Boxelder	8"	10'
10	Boxelder	8"	10'
11	Boxelder	8"	10'
12	Boxelder	8"	10'
13	Boxelder	8"	10'
14	Boxelder	8"	10'
15	Boxelder	8"	10'
16	Boxelder	8"	10'
17	Boxelder	8"	10'
18	Boxelder	8"	10'
19	Boxelder	8"	10'
20	Boxelder	8"	10'



TRUE PROTECTION



HanoverEngineering

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

September 16, 2026

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

RE: Farmhouse Village Subdivision
Security Release No. 1
Hanover Project H19-21(A)

Dear Mark:

We are in receipt of the Security Release Request for Farmhouse Village Subdivision contained in a letter from Levi Land Holdings, LLC dated July 15, 2026.

During our review, we noted formula errors in the Earthwork section of the spreadsheet submitted by the Contractor. While the quantities and unit prices shown were correct, the calculated amounts were incorrect, resulting in our adjustment.

Based on our review, we recommend the Board of Supervisors approve Security Release Request #1 in the amount of \$710,590.77.

This release should be conditioned on:

1. Confirmation of security remaining in the amount of \$1,338,590.34.
2. The Developer adheres to the Township Policy 8 (Payment, Plans and Appeals Account).

Upon receipt and review, should you have any questions or require additional information, please do not hesitate to contact the undersigned.

Respectfully,

HANOVER ENGINEERING

Brien R. Kocher, PE
Township Engineer

bk:jlw2

S:\Projects\Municipal\HanoverTwp\H19-21(A)-FarmhouseVillage-LeviLandHoldings\Docs\09-16-26-FarmhouseVillage-SecurityReleaseNo.1.doc.doc

Enclosure(s)

cc: James Broughal, Esquire (via e-mail)
Mr. Ryan Pektor, Levi Land Holdings, LLC (via e-mail)

BASE ENGINEERING INC.

(610) 437-0978
(610) 437-0979

CONSULTING ENGINEERS & SURVEYORS
1010 N. QUEBEC STREET, ALLENTOWN, PA 18109-1607



FAX (610) 432-3800

www.BaseEng.com

BaseEngineering@BaseEng.com

CIVIL • STRUCTURAL • MUNICIPAL • ELECTRICAL • MATERIAL HANDLING • MECHANICAL • SUPERVISION

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

September 8, 2026

**Re: Improvements for Land Development TIME EXTENSION letter
Hindu Temple Society
Proposed building expansion at 4200 Airport Road
(TMP M5-7-170-0214; M5-7-17C-0214E; M5-7-17B-0214)
Base Project #2019-258**

Dear Supervisors,

Please consider this letter as requesting the necessary improvements time extension for 90 days beyond September 25, 2026 through December 24, 2026 – on behalf of the Applicant (Hindu Temple Society).

Thank you in anticipation of your approval. Please contact this office if you have any questions.

Yours sincerely,

Casey L. Bond, P.E.
Director of Engineering
cbond@baseeng.com
(P) 610-437-0978

c.c.: HEA
HTS

LEHIGH ENGINEERING ASSOCIATES, INC.



499 RIVERVIEW DRIVE, P.O. BOX 68, WALNUTPORT, PA 18088

PHONE: 610-767-8545 FAX: 610-767-5798

E-MAIL: lrauch@lehighengineering.com

September 8, 2026

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

Project: School Sisters of St. Francis – Convent Addition
Improvements Installation Extension

Dear Board Members:

On behalf of the Owner, Bethlehem Province of the School-Sisters of the Third Order of St. Francis, I request a three (3) month extension until December 31, 2026 to the Improvements Agreement for the School Sisters of St. Francis Convent Addition Land Development.

The improvements at the site have been on going and I believe are complete or near completion. In fact, it is my understanding that a Certificate of Occupancy has been issued for the new facility and the Sisters' have been residing within its confines.

It is my understanding the last item to be installed is the additional emergency pull-off area along the existing entrance drive. The Developer is trying to secure structural approval for a paver system that would offer a more aesthetically appealing look versus the approved macadam and would allow for all of the large sycamore trees to be saved. The extension of time will, hopefully, allow for the structural integrity to be verified and the installation to be completed within that window.

Thank you for your time and consideration in this matter. Please contact me with any questions.

Sincerely,

Lew Rauch

Lew Rauch
Engineering General Manager

Cc: Keith Hoeing
File

6814 Sisters-construction-extension-03.doc

**CIVIL ENGINEERING • SURVEYING • HIGHWAY DESIGN • SUBDIVISION DESIGN
SITE PLANNING • SEWAGE DESIGN • DRAINAGE ANALYSIS • TRAFFIC ANALYSIS**

**CIVIL ENGINEERS & SURVEYORS**5012 Medical Center Circle, Suite 1, Allentown, PA 18106 | 610-395-0971 | www.KCEinc.com

Bethlehem | Allentown | Kresgeville

September 18, 2026

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

RE: 6292 Hanoverville Road

Gentlemen:

We are hereby requesting a 12-month extension to install the improvements set forth on the attached documents from Hanover Engineering.

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

Sincerely,

Keystone Consulting Engineers

A handwritten signature in black ink that reads 'William A. Erdman'.

William A. Erdman, P.E.

WAE/sas

Enc.

PC: Mark Hudson, Township Manager, **via e-mail**
James Broughal, Esq, Township Solicitor, **via e-mail**
Brien Kocher, Township Engineer, **via e-mail**
Abraham Atiyeh, **via e-mail**
Joel Wiener, **via e-mail**
Jeff Strauss, **via e-mail**
Nikolas Naidu, **via e-mail**
Kimberly Lymanstall, **via e-mail**
Ryan Pektor, **via e-mail**

W:\2021\CW21-060 Farmhouse Village, 6292 Hanoverville Rd., Hanover Township, Northampton County\CW21-060 doc\26-09-18 Ltr to Hanover Township BOS.docx



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

Phone: 610.691.5644 • Fax: 610.691.6968 • HanoverEng.com

April 2, 2024

James L. Broughal, Esquire
Broughal & DeVito
38 West Market Street
Bethlehem, PA 18018-5703

RE: 6292 Hanoverville Road
Preliminary/Record Minor Subdivision Plan
Hanover Project H20-24

Dear Jim:

Enclosed please find our proposed Exhibits A and B, both dated April 1, 2024, to be included in the Improvements Agreement for the above-referenced Preliminary/Record Minor Subdivision Plan. The plan was conditionally approved by the Board of Supervisors on April 25, 2023.

The Applicant shall satisfactorily address all conditions of Plan approval prior to recording the Plans.

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

Respectfully,

HANOVER ENGINEERING

~~Brian R. Kocher, PE
Township Engineer~~

brkjam

bioRxiv preprint doi: <https://doi.org/10.1101/2020.08.05.280810>; this version posted August 5, 2020. The copyright holder for this preprint (which was not certified by peer review) is the author/funder, who has granted bioRxiv a license to display the preprint in perpetuity. It is made available under aCC-BY-NC-ND 4.0 International license.

Enclosures

cc: Ms. Ms. Kimberly Lymanstall, Township Secretary/Assistant Treasurer (by email)
Ms. Tracy Lusser, Zoning Administrator (by email)
Ms. Sue Kandil, PE, Penn Technology Consulting, LLC (by email)
Mr. William Erdman, PE, Keystone Consulting Engineers, Inc. (by email)

Envisioning and Engineering sustainable, cost-effective, and environmentally responsible projects for a half-century

6292 HANOVERVILLE ROAD

PRELIMINARY/RECORD MINOR SUBDIVISION PLAN

IMPROVEMENTS ESTIMATE – EXHIBIT “A”
HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA

APRIL 1, 2024

1. Sanitary & Water	\$51,697.37
CONSTRUCTION COST ESTIMATE	\$51,697.37
Plus 10% Contingency & Inspection	\$5,169.74
As-built Drawings	<u>\$2,584.87</u>
TOTAL ESTIMATE	\$59,451.98
Plus 10% for 12-month Security	<u>\$5,945.20</u>
TOTAL	\$65,397.18

NOTE:

1. This estimate is prepared for the purpose of setting an amount for Township Improvement Security.
2. This estimate is adequate for security for a job completion schedule of 12 months, in accordance with Pennsylvania Municipalities Planning Code Article V Section 509(f).

Project: Municipal Hanover Twp 1120-24 62921 Hanoverville Road Subdivision Doc: 1120-24 62921 Hanoverville Road-4 -Initial V.dra

EXHIBIT “A”

PRELIMINARY/RECORD MINOR SUBDIVISION PLAN

APRIL 1, 2024

Improvements required are to be installed according to the approved Plans and supporting documents, and according to the Township Subdivision and Land Development Ordinance, Construction Standard Ordinances, and Pennsylvania Department of Transportation, Publication 408.

Inspections of improvements required by the Township Ordinances are required to insure conformity to approved Plans and Ordinances. Inspections for this Project would be required as follows:

- The Developer or his agent shall notify the appropriate Inspector at least twenty-four (24) hours prior to inspection times listed above. Unless noted, the Inspector for this Project shall be Hanover Engineering Associates, Inc.

EXHIBIT "B"

PENN TECHNOLOGY CONSULTING, LLC



P.O. Box 66, Fogelsville, PA 18051

610-730-9809

suekandil3@gmail.com

<http://penntc.com>

5/12/2023, Revised 12/6/2023

Engineer's Opinion of Probable Construction Cost

6292 Hanoverville Road- Minor Subdivision Plan

Hanover Township, Northampton County, PA

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>UNIT TOTALS</u>	<u>SUB TOTAL</u>	<u>TOTAL</u>
4 Sanitary						
8" SDR 26 PVC Main 100% Stone Backfill	217	LF	\$40.00	\$8,680.00		
Flow Fill Encasement	1	LS	\$10,000.00	\$10,000.00		
Paving Repairs	1	LS	\$5,000.00	\$5,000.00		
Manholes	1	EA	\$2,500.00	\$2,500.00		
Doghouse Manholes	1	EA	\$3,500.00	\$3,500.00		
					\$29,680.00	
6 Water						
8" Main & Stone Backfill	40	LF	\$50.00	\$2,000.00		
36x8 Tap	1	LS	\$15,000.00	\$15,000.00		
8" Valves	1	EA	\$1,676.97	\$1,676.97		
8" Plug	1	EA	\$240.40	\$240.40		
Street Repair	1	LS	\$2,500.00	\$2,500.00		
Saw Cut	60	LF	\$10.00	\$600.00		
					\$22,017.37	
SUBTOTAL						\$51,697.37
15% CONTINGENCY:						\$7,754.61
<u>Total</u>						\$59,451.98

PENN TECHNOLOGY CONSULTING, LLC



P.O. Box 66, Fogelsville, PA 18051
610-730-9809
suekandl13@gmail.com
http://penntc.com

5/12/2023, Revised 12/6/2023

Engineer's Opinion of Probable Construction Cost

6292 Hanoverville Road- Minor Subdivision Plan
East Allen Township, Northampton County, PA

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>UNIT TOTALS</u>	<u>SUB TOTAL</u>	<u>TOTAL</u>
6 Water						
8" Main & Stone Backfill	40	LF	\$50.00	\$2,000.00		
36x8 Tap	1	LS	\$15,000.00	\$15,000.00		
8" Valves	1	EA	\$1,676.97	\$1,676.97		
8" Plug	1	EA	\$240.40	\$240.40		
Street Repair	1	LS	\$2,500.00	\$2,500.00		
Saw Cut	40	LF	\$10.00	\$400.00		
					\$21,817.37	
8 Paving						
6" 2A Modified	161	SY	\$29.00	\$4,669.00		
2" 19MM	161	SY	\$30.00	\$4,830.00		
1 1/2" 9.5MM	161	SY	\$17.00	\$2,737.00		
					\$12,236.00	
SUBTOTAL						\$34,053.37
15% CONTINGENCY:						\$5,108.01
Total						\$39,161.38

PENN TECHNOLOGY CONSULTING, LLC



P.O. Box 66, Fogelsville, PA 18051
610-730-9809

suekandil3@gmail.com
http://penntc.com

5/12/2023, Revised 12/6/2023

Engineer's Opinion of Probable Construction Cost

6292 Hanoverville Road- Minor Subdivision Plan
Hanover Township, Northampton County, PA

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>UNIT TOTALS</u>	<u>SUB TOTAL</u>	<u>TOTAL</u>
4 Sanitary						
8" SDR 26 PVC Main 100% Stone Backfill	217	LF	\$40.00	\$8,680.00		
Flow Fill Encasement	1	LS	\$10,000.00	\$10,000.00		
Paving Repairs	1	LS	\$5,000.00	\$5,000.00		
Manholes	1	EA	\$2,500.00	\$2,500.00		
Doghouse Manholes	1	EA	\$3,500.00	\$3,500.00		
					\$29,680.00	
6 Water						
8" Main & Stone Backfill	40	LF	\$50.00	\$2,000.00		
36x8 Tap	1	LS	\$15,000.00	\$15,000.00		
8" Valves	1	EA	\$1,676.97	\$1,676.97		
8" Plug	1	EA	\$240.40	\$240.40		
Street Repair	1	LS	\$2,500.00	\$2,500.00		
Saw Cut	60	LF	\$10.00	\$600.00		
					\$22,017.37	
SUBTOTAL						\$51,697.37
15% CONTINGENCY:						\$7,754.61
<u>Total</u>						\$59,451.98

Introduction: Board Members

Marianne Rivera
Brenda Happ
Jane Cook
Plans: Blair Bates
Michele Kane

Request that the Board of Supervisors approve the following:

- Approval of the form letters that are mailed to notify residents of missing, hazardous, or dead street tree(s) (see attachment 1)
- Approval of the application to remove and replace street tree(s) (see attachment 2)
- Approval of a list of Suggested Certified Tree Services, with insurance coverage certificates filed with the Zoning Officer (see attachment 4)
- Approval of a \$50 fee to be on our Suggested Tree Service List
- Approval of a \$10 fee for permits that will be transferred into the Shade Tree Assistance Fund

Attachment #1

Revised letters are attached



BOARD OF SUPERVISORS
Zoning & Code Enforcement Department

Hanover Township - Northampton County

3630 Jacksonville Road

Bethlehem, Pennsylvania 18017-9302

610-866-1140

hanover@hanovertp-nc.org

[Date]

[Name]

[Address]

Bethlehem, PA 18017

RE: Missing Street Tree(s) at [Address] Bethlehem PA 18017

Dear Resident,

Trees are a beautiful part of our neighborhoods and provide benefits that directly improve our quality of life. Hanover Township has made it a priority to preserve and maintain our tree canopy.

We are writing to inform you about a requirement under the Township's ordinances regarding tree replacement.

Township ordinance §168 requires that when a street tree is removed or missing, it must be replaced. This ensures that the benefits of our tree canopy continue for you, your neighbors, and future generations. A recent inspection determined that a street tree(s) on your property has not been replaced.

Included with this letter is the Shade/Street Tree Permit Application and the approved Shade/Street Tree Replacement List. Please fill out the application, selecting a replacement tree(s) from the Tree Replacement List and return the application to the Township Zoning Officer within 30 days of receiving this letter. Failure to apply for a permit or plant the replacement tree(s) will result in a notice of violation.

When your application is received, the permit will be issued, and you will have one year from the permit date to have the tree(s) planted. The replacement tree(s) should be at least 2 inches in diameter when measured four feet above the ground.

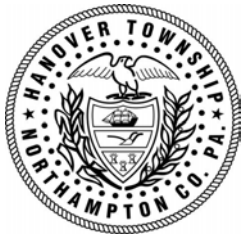
If you have any questions or need assistance in selecting a replacement tree, please contact me at 610-866-1140 ext. 236. You may email your completed permit application to tluisser@hanovertp-nc.org.

Sincerely,

Tracy Luisser, B.C.O.
Zoning, Code Enforcement Officer
Hanover Township, Northampton County

Enclosures

Cc: Shade Tree Advisory Board



BOARD OF SUPERVISORS
Zoning & Code Enforcement
Department

Hanover Township - Northampton County
3630 Jacksonville Road
Bethlehem, Pennsylvania 18017-9302
610.866.1140
hanover@hanovertwp-nc.org

Second Request

[Date]

[Name]

[Address]

Bethlehem, PA 18017

Description of work: Replace street tree(s) from the approved list

Dear [Name(s)],

This letter is to inform you that you have 15 days to apply for a permit at the property located at [Address] Bethlehem.

Please take note that the replacement tree(s) must be planted prior to the expiration date on the permit.

Failure to apply for a permit and replace the tree(s) will result in violations in accordance with township ordinances.

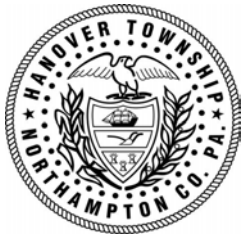
If you require any assistance, please feel free to contact me at 610-866-1140 Ext. 236, Monday through Friday, 8:00 A.M. through 4:00 P.M.

Thank you,

Tracy Luisser, B.C.O.
Zoning, Code Enforcement Officer
Hanover Township, Northampton County

Enclosures

cc: Shade Tree Advisory Board



BOARD OF SUPERVISORS
Zoning & Code Enforcement
Department

Hanover Township - Northampton County
3630 Jacksonville Road
Bethlehem, Pennsylvania 18017-9302
610.866.1140
hanover@hanovertwp-nc.org

NOTICE OF VIOLATION
Failure to apply for permit/replace tree(s)

CERTIFIED MAIL:

[Date]

[Name]

[Address]

Bethlehem, PA 18017

RE: [Address] Bethlehem PA 18017 Parcel No.: []

A visual inspection of the property located at [Address], Bethlehem, PA 18017 in Hanover Township, Northampton County, on [Date], confirms the following violation(s) exist:

Conditions Found / Corrective Action Required: You were notified on [Date] that a required street tree(s) is missing without a permit. The application has not been received nor has a tree(s) been planted.

Please be advised that you are in violation of Hanover Township Ordinances and hereby ordered to apply for a permit and to replace the [number] tree(s) by [Date].

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

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

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

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

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

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

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

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

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

Please be advised that if the violation is not resolved within the aforementioned time frame, the Township will commence with appropriate actions for compliance.

Your Right to Appeal

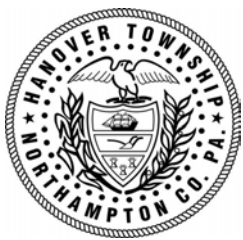
Any person aggrieved by any action of the Township or its designee relevant to the provisions of this chapter may appeal using the appeal procedures established in the Pennsylvania Municipal Planning Code.

Your prompt attention to this matter is greatly appreciated. Please contact me at 610-866-1140 ext. 236 with any further questions.

HANOVER TOWNSHIP, NORTHAMPTON COUNTY

Tracy Luisser, B.C.O.

Zoning, Code Enforcement Officer
Hanover Township, Northampton County
cc: Shade Tree Advisory Board



BOARD OF SUPERVISORS
Zoning & Code Enforcement
Department

Hanover Township - Northampton County
3630 Jacksonville Road
Bethlehem, Pennsylvania 18017-9302
610.866.1140
hanover@hanovertwp-nc.org

Notice of Expiring Permit

[Date]

[Name]

[Address]

Bethlehem, PA 18017

RE: Permit#: [number]

Description of work: Replace street tree(s) from the approved list

Dear [Name(s)],

This letter is to inform you that the above-mentioned permit at the property located at [Address] Bethlehem will expire on [Date].

Please take note that the replacement tree(s) must be planted prior to the expiration date on the permit. If you need to extend this permit's date, please do so prior to [Date]. A permit may be extended for up to three (3) to six (6) months upon written request.

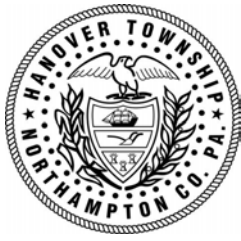
Failure to comply with permit regulations will result in violations in accordance with township ordinances.

If you require any assistance, please feel free to contact me at 610-866-1140 Ext: 236, Monday through Friday, 8:00 A.M. through 4:00 P.M.

Thank you,

Tracy Luisser, B.C.O.
Zoning, Code Enforcement Officer
Hanover Township, Northampton County

cc: Shade Tree Advisory Board



BOARD OF SUPERVISORS
Zoning & Code Enforcement
Department

Hanover Township - Northampton County
3630 Jacksonville Road
Bethlehem, Pennsylvania 18017-9302
610.866.1140
hanover@hanovertwp-nc.org

NOTICE OF VIOLATION

Expired Permit/Failure to Replace Tree(s)

CERTIFIED MAIL:

[Date]

[Name]

[Address]

Bethlehem, PA 18017

RE: [Address] Bethlehem PA 18017

Parcel No.: [Parcel number]

A visual inspection of the property located at [Address], Bethlehem, PA 18017 in Hanover Township, Northampton County, on [Date], confirms the following violation(s) exist:

Conditions Found / Corrective Action Required: Failed to replace (number) required Shade Tree(s). Your permit number [permit number] expired on [Date] and the tree(s) needs to be replaced with a tree(s) from the approved tree list.

Please be advised you are in violation of Hanover Township Ordinances and hereby ordered to replace the (number) tree(s) by [Date].

Failure to come into compliance will result in further legal action by the township.

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

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

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

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

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

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

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

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

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

Please be advised that if the violation is not resolved within the aforementioned time frame, the Township will commence with appropriate actions for compliance.

Your Right to Appeal

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

Your prompt attention to this matter is greatly appreciated. Please contact me at 610-866-1140 ext. 236 with any further questions.

HANOVER TOWNSHIP, NORTHAMPTON COUNTY

Tracy Luisser, B.C.O.

Zoning, Code Enforcement Officer

Hanover Township, Northampton County

cc: Shade Tree Advisory Board



BOARD OF SUPERVISORS
Zoning & Code Enforcement Department

Hanover Township - Northampton County

3630 Jacksonville Road

Bethlehem, Pennsylvania 18017-9302

610-866-1140

hanover@hanoverwp-nc.org

[Date]

[Name]

[Address]

Bethlehem, PA 18017

RE: Topped Street Tree(s) at [Address] Bethlehem PA 18017

Dear Resident,

Trees are a beautiful part of our neighborhoods and provide benefits that directly improve our quality of life. Hanover Township has made it a priority to preserve and maintain our tree canopy.

We are writing to inform you about a requirement under the Township's ordinances regarding topping trees.

Topping a tree is a prohibited act under Township ordinance §168. This ensures that the benefits of our tree canopy continue for you, your neighbors, and future generations. A recent inspection determined that a street tree(s) on your property has been topped. Destruction of the canopy will cause the tree to die and require replacement. The tree(s) should be replaced.

Included with this letter is the Shade/Street Tree Permit Application and the approved Shade/Street Tree Replacement List. Please fill out the application, selecting a replacement tree(s) from the Tree Replacement List and return the application to the Township Zoning Officer. Failure to apply for a permit or plant the replacement tree(s) will result in a notice of violation.

When your application is received, the permit will be issued, and you will have one year from the permit date to have the tree(s) planted. The replacement tree(s) should be at least 2 inches in diameter when measured four feet above the ground.

If you have any questions or need assistance in selecting a replacement tree, please contact me at 610-866-1140 ext. 236. You may email your completed permit application to tluisser@hanoverwp-nc.org.

Sincerely,

Tracy Luisser, B.C.O.

Zoning, Code Enforcement Officer

Hanover Township, Northampton County

Cc: Shade Tree Advisory Board



BOARD OF SUPERVISORS
Zoning & Code Enforcement Department

Hanover Township - Northampton County

3630 Jacksonville Road

Bethlehem, Pennsylvania 18017-9302

610-866-1140

hanover@hanovertwp-nc.org

[Date]

[Name]

[Address]

Bethlehem, PA 18017

RE: Dead Street Tree(s) at [Address] Bethlehem PA 18017

Dear Resident,

Trees are a beautiful part of our neighborhoods and provide benefits that directly improve our quality of life. Hanover Township has made it a priority to preserve and maintain our tree canopy.

We are writing to inform you about a requirement under the Township's ordinances regarding hazard/dead trees.

Township ordinance §168 requires that when a street tree is dead, it must be replaced. This ensures that the benefits of our tree canopy continue for you, your neighbors, and future generations. A recent inspection determined that a street tree(s) on your property is dead.

Included with this letter is the Shade/Street Tree Permit Application and the approved Shade/Street Tree Replacement List. Please fill out the application, selecting a replacement tree(s) from the Tree Replacement List and return the application to the Township Zoning Officer within 30 days of receiving this letter. Failure to apply for a permit or plant the replacement tree(s) will result in a notice of violation.

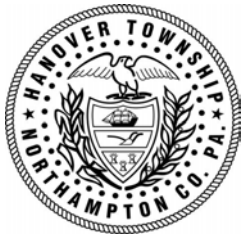
When your application is received, the permit will be issued, and you will have one year from the permit date to have the tree(s) planted. The replacement tree(s) should be at least 2 inches in diameter when measured four feet above the ground.

If you have any questions or need assistance in selecting a replacement tree, please contact me at 610-866-1140 ext. 236. You may email your completed permit application to tluisser@hanovertwp-nc.org.

Sincerely,

Tracy Luisser, B.C.O.
Zoning, Code Enforcement Officer
Hanover Township, Northampton County

Cc: Shade Tree Advisory Board



BOARD OF SUPERVISORS
Zoning & Code Enforcement
Department

Hanover Township - Northampton County
3630 Jacksonville Road
Bethlehem, Pennsylvania 18017-9302
610.866.1140
hanover@hanovertwp-nc.org

NOTICE OF VIOLATION

Dead tree(s)

CERTIFIED MAIL:

[Date]

[Name]

[Address]

Bethlehem, PA 18017

RE: [Address] Bethlehem PA 18017

Parcel No.: []

A visual inspection of the property located at [Address], Bethlehem, PA 18017 in Hanover Township, Northampton County, on [Date], confirms the following violation(s) exist:

Conditions Found / Corrective Action Required: One street/shade tree located on your property has died and must be removed within 30-days from receipt of this notice. Dead/diseased trees are a hazard to public health and safety.

Please be advised that this tree is a required planting and must be replaced. Fill out the attached form and choose a tree from the approved Shade/Street Tree Replacement List. Return the form within 10 days. The Street Tree shall be replaced within one-year.

Failure to do so shall result in further legal action by the Township.

Offense Code: Section 168: Sub-Section: 5-D Notice to remove dead or diseased Tree

Offense Description: D. Removal of diseased trees.

(1) Notice to remove. The Board of Supervisors, upon written notice, shall require owners of property to cut and remove shade trees afflicted with the Dutch Elm disease or other disease which threatens to destroy or injure shade trees in the Township. Furthermore, any shade tree which is removed for any reason shall

be replaced by the property owner or at the expense of the property owner with a tree of type, size and shape that conforms to the specifications provided for in the Township approved shade tree list.

(2) Failure to remove. Upon failure to comply with such notice within 30 days of receipt, the Board of Supervisors may cause the work to be done at the expense of the owner.

(3) Collection of costs. If the owner does not pay the bill for this work, the Board of Supervisors shall impose the entire cost of this work with the additional cost of collection as a lien upon the property. This lien shall be filed in the manner provided by law for the filing and collection of municipal claims.

The penalty for this offense is as follows: 168-8 Violations and penalties.

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

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

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

Please be advised that if the violation is not resolved within the aforementioned time frame, the Township will commence with appropriate actions for compliance.

Your Right to Appeal

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

Your prompt attention to this matter is greatly appreciated. Please contact me at 610-866-1140 ext. 236 with any further questions.

HANOVER TOWNSHIP, NORTHAMPTON COUNTY

Tracy Luisser, B.C.O.
Zoning, Code Enforcement Officer
Hanover Township, Northampton County
cc: Shade Tree Advisory Board

Attachment 2

Shade Tree Application for Permit is attached



BOARD OF SUPERVISORS

Hanover Township Northampton County

3630 Jacksonville Road

Bethlehem, Pennsylvania 18017-9302

610.866.1140

Fax 610.758.9116

Shade Tree Application for Permit

Property Owner's Name:

Date:

Property Address:

Phone:

Mailing Address:

Email:

Signature:

Location of Tree(s)

☐

Replace Missing or Dead Street Tree(s)

Number of Trees

☐

Remove Live Street Tree (Must add reason for removal)

Number of Trees

Reason:

Removal must be approved by a member of the Shade Tree Board. If approved the removed tree(s) must be replaced with a species on the Approved Shade Tree List (attached). Replacement tree(s) must measure a minimum of 2 inches diameter at 4 feet above the ground. BEFORE DIGGING call PA ONE CALL - dialing 811 or call 1-800-242-1776.

Approval

Approved Signature _____

Print Name _____

Species from Shade Tree List _____

Tree Service

Company name _____ Contact number _____

Name of certified arborist _____ Arborist ISA # _____

Attach certificate of insurance

Waiving suggested tree service

☐

Mulch Your Tree(s) and Water
During Dry Spells

Best Planting Seasons

April 1st thru June 30th

September 1st thru November 30th

Attachment 4

This will be a Suggested List Of Tree Services with an insurance coverage certificate and an arborist number that has been filed with the Township Zoning Office

Document Legend*No tracking is turned on!***Items that were added by the working group**~~Items that were deleted by working group or by staff~~

Solar Energy Farms – New Section

Original text from Ecode360 Hanover Township Ordinance

SECTION 1:**§ 185-38. Regulations applicable to AFHBD Aircraft Flightpath Highway Business District. [Amended 11-20-2001 by Ord. No. 01-12; 11-14-2006 by Ord. No. 06-10; 7-24-2007 by Ord. No. 07-11]**

- A. General. The purpose of this district is to allow the design and development of carefully selected businesses, business parks and recreation/entertainment facilities along portions of arterial and collector highways within the LVI Airport aircraft flightpath; to provide planned development of this area of the Township that is compatible with the existing LVI Airport aircraft flightpath and that serves existing and foreseeable needs of the Township and surrounding areas; and to encourage the planning and utilization of the land and the harmonious design, erection and use of buildings within the aircraft flightpath in a diversified nonresidential area of the community that will contribute to the economic base of the Township. This development shall conform to Chapter 159, Subdivision and Land Development, as it is applicable. Further, it shall conform to all applicable Federal Aviation Administration regulations, including Part 77, Objects Affecting Navigable Airspace.
- B. No Aircraft Flightpath Highway Business District use shall be permitted unless evidence has been submitted to the satisfaction of the Board of Supervisors that such use is or will be in compliance with § 185-20 of this chapter and all other sections of this chapter.
- C. A site plan review by the Planning Commission and Board of Supervisors and approval by the Board of Supervisors is required for all proposed uses. Site plans shall be submitted showing location, size and orientation of the buildings within the lot and in accordance with § 185-22C, Site plan, of this chapter.
- D. Permitted uses. Only the following building types or uses shall be permitted in this district, except nonconforming uses or buildings as provided for in Article XI: **[Amended 5-22-2012 by Ord. No. 12-02]**
- (1) Forestry.
 - (2) Golf courses/driving ranges. This specifically does not include miniature golf.
 - (3) General service and repair shops, such as office equipment, computer, printer, telephone, watch, radio, television and other home appliance shops, of 10,000 square feet in size or smaller.
 - (4) Agriculture, including orchards and sod farms, but excluding animal husbandry and commercial logging.

- (5) Professional practice offices, such as law, medicine (but not a hospital, nursing home, group home or similar use), veterinary, architecture, engineering and the like.
- (6) Business offices, consisting of administrative, sales, executive and other general business offices, including, but not limited to, ~~computer and data processing facilities and~~ other uses of the same general nature.
- (7) Real estate offices.
- (8) Insurance offices.
- (9) Printing, publishing and lithographic plants.
- (10) Light assembly, consisting of assembly of previously manufactured components such as furniture, clothing, computers, phones, copiers, electronic devices, office equipment, scientific instruments, watches, clocks, photographic and optical goods or similar products; excepting, however, the manufacturing of and/or assembly of chemicals or chemical components.
- (11) ~~Business park allowing only the following businesses or uses: [Added 1-9-2018 by Ord. No. 18-01]~~
 - ~~(a) Printing, publishing and lithographic plants.~~
 - ~~(b) Professional practice offices such as law, medicine (but not a hospital, medical clinic, nursing home, group home or similar uses) architecture, engineering and the like.~~
 - ~~(c) Research laboratories engaged in scientific investigation, testing or the production of factual information for industrial, commercial or institutional clients, where no physical or tangible product for general marketing is directly produced therein, and provided that the Board of Supervisors determined that no potential danger, hazard or nuisance shall exist to the employees, building occupants or surrounding areas, and provided that the Board of Supervisors determine that no waste, other than normal domestic sewage, is discharged into any sewage disposal system. Chemical or biochemical research, however, are specifically prohibited.~~
 - ~~(d) Light assembly consisting of assembly of previously manufactured components such as furniture, clothing, computers, phones, copiers, electronic devices, office equipment, scientific instruments, watches, clocks, photographic and optical goods or similar products, excepting, however, the manufacturing of and/or assembly of chemicals or chemical components. Hours of operation are from 6:00 a.m. until 10:00 p.m. unless otherwise approved by the Board of Supervisors.~~
 - ~~(e) Business offices consisting of administrative, sales office, executive, other general business offices, including but not limited to computer and data processing facilities, sales and service of high technology business and medical equipment and other uses of the same general nature.~~
 - ~~(f) Real estate offices.~~
 - ~~(g) Insurance offices.~~
- (12) Light industrial, light manufacturing plant; excepting, however, those whose primary

uses involve chemical manufacturing or whose primary use involves hazardous chemicals or materials. **[Added 2-23-2021 by Ord. No. 21-1]**

- (13) Beverage/bottling works. **[Added 2-23-2021 by Ord. No. 21-1]**
- (14) **Showroom space accessory to a permitted light assembly, light manufacturing or light industrial use.**
- (15) **Indoor agricultural grower/processor facility, excluding marijuana grower/processor.**
- (16) **Specialty trade contractors**
- (17) **Food Service stores, including restaurants, bakery, confectionery, catering services and food markets. (See §185-38.G(20))**
- (18) **Brew pub, micobrewery, distillery, limited distillery, winery or limited winery, including food sales as allowed under the relevant PA liquor Control Board and/or PA Department of Agriculture license(s)**
- ~~(19) Planned industrial/business park allowing only the following business or uses:~~
 - ~~(a) All permitted uses in § 185-38 D. except for §§ 185-38 D (1), (2), (3) and (4), which are not permitted in the planned industrial business park development.~~
 - ~~(b) All permitted accessory uses in § 185-38 H.~~
 - ~~(c) Only the conditional uses set forth in § 185-38 E (1), (9) and (10).~~
- E. Conditional uses. Only the following building types and uses shall be permitted pursuant to Board of Supervisors approval, in accordance with the review procedures and use restrictions described in § 185-54, Conditional uses, of this chapter and the use restrictions described therein: [Amended 5-22-2012 by Ord. No. 12-02]
 - (1) Research laboratories engaged in scientific investigation, testing or the production of factual information for industrial, commercial or institutional clients, where no physical or tangible product for general marketing is directly produced therein, and provided that the Board of Supervisors determines that no potential danger, hazard or nuisance shall exist to the employees, building occupants or surrounding areas, and provided that the Board of Supervisors determines that no waste other than normal domestic sewage is discharged into any sewage disposal system. Chemical or biochemical research, however, is specifically prohibited.
 - (2) Landscaping businesses, including wholesale/retail centers and nurseries **and lawn and garden equipment sales and services.**
 - (3) Building materials sales and storage **providing that storage space shall not exceed 50% of the square footage of the building.**
 - (4) Mini storage facilities for the specific purpose of storing the property of individuals or businesses within individual storage areas within closed buildings; excepting, however, the storage of any chemicals, liquids or gases which shall be prohibited.
 - ~~(5) Lawn and garden equipment sales and services.~~
 - (6) Wellness center.

- (7) Hotel convention center.
- (8) Private entertainment/recreation complex.
- (9) Grower/processor facility. [Added 12-20-2016 by Ord. No. 16-08]
- (10) Medical marijuana delivery vehicle office. [Added 12-20-2016 by Ord. No. 16-08]
- (11) Warehouse and storage facilities as an accessory use to store supplies utilized in the manufacturing **and/or assembly** process on-site or finished goods manufactured on-site in excess of 25% of the square footage of the building but not greater than 50% of the square footage of the building. [Added 2-23-2021 by Ord. No. 21-1; amended 4-9-2024 by Ord. No. 24-02]
- (12) **Solar Energy Farms**

F. Special exceptions. Only the following building types or uses shall be permitted, pursuant to Zoning Hearing Board review requirements of Article XIV:

- (1) Retail shops as an accessory use to a permitted or conditional use, provided that such retail uses shall be limited to 25% of the total floor area of the permitted or conditional use if found in association with a permitted or conditional use, up to a limit of a combined total of 10,000 square feet of floor area for these retail uses.
- (2) Personal service shops, including dry-cleaning and laundry pickup establishments, laundromat, barbershop and beauty parlor, and shoe repair shop, provided that such uses shall be limited to 25% of the total floor area of the permitted or conditional use if found in association with a permitted or conditional use, up to a limit of a combined total of 10,000 square feet of floor area for these personal service uses.
- ~~(3) Full-service gasoline service station or automobile service shop, pursuant to § 185-21~~

G. Prohibited uses. The following are strictly prohibited within the AFHBD District:

- (1) Residential buildings.
- (2) Commercial parking lots.
- (3) Truck terminals ~~for storage or transit.~~¹ **or truck maintenance/fueling facilities**
- (4) Hospitals~~s~~, nursing homes~~s~~, convalescent homes~~s~~, homes~~s~~ for the elderly.
- (5) Group homes.
- (6) Day-care centers.
- (7) Churches~~s~~ or other places~~s~~ of worship.
- (8) Public or private schools~~s~~.
- (9) Libraries~~ies~~.
- (10) Car rental agencies.
- ~~(11) Stand-alone restaurant and/or bar unless it forms a part of the overall plan for a private-entertainment/recreation complex or hotel convention center.~~

- (12) ~~Gasoline convenience store.~~
 - (13) Full-service gasoline service station, automobile service shop or car wash
 - (14) Sales of vehicles, ~~campers, boats, etc.~~ which require a driver's license or boating certificate to operate.
 - (15) Adult entertainment facilities.
 - (16) Betting parlors.
 - (17) Parcel hub/package sorting facilities
 - (18) Cold Storage Facilities
 - (19) Warehouse or storage buildings as a principal use
 - (20) Drive-in/drive-thru capabilities for any facilities, including but not limited to restaurants, banks, and drug stores.
 - (21) Data centers
 - (22) All other uses not specifically permitted in the AFHBD District.
- H. Accessory uses. Only the following accessory building types and uses shall be permitted in this district, except nonconforming uses or buildings as provided for in Article XI:
- (1) Parking areas or loading areas, pursuant to §§ 185-17, 185-18 and 185-33C, which specifically does not include a parking garage or parking deck.
 - (2) Warehouse and storage facilities where such uses are accessory to or serve a principal use. The warehouse or storage shall not exceed 25% of the square footage in a building.
 - (3) Customary accessory uses to a permitted principal use of the land, on the same parcel of land.
 - (4) Signs, pursuant to § 185-19, with the restriction that signs for any existing residential uses shall be regulated by the same restrictions on signs in an R1-S District.
 - (5) Vehicle charging stations
 - (6) Solar energy systems, including rooftop, ground mounted and carport canopies, for on-site use
- I. Area and bulk regulation. The following requirements shall be observed:

-
1. Editor's Note: Former Subsection G(4), regarding warehousing, distribution and storage uses, which immediately followed this subsection, was repealed 2-23-2021 by Ord. No. 21-1. This ordinance also renumbered former Subsection G(5) through (17) as Subsection G(4) through (16).

~~(a) Minimum size of a business park development: 50 acres.~~

- (1) General criteria: **[Amended 5-22-2012 by Ord. No. 12-02; 9-22-2020 by Ord. No. 20-4]**

~~(b) (Business Park needs total Review) for a stand alone lot or a lot within a planned industrial/business park development.~~

Maximum Lot Coverage				Maximum Building Height ¹	
Minimum Lot Area (acres)	Minimum Lot Width (feet)	Buildings	Total Impervious	(stories)	(feet)
5	275	30%	50%	4	45

NOTES:

¹ All buildings must comply with Federal Aviation Administration regulations for the maximum building height within any portion of the AFHBD.

- J. Minimum yard requirements. The following yard requirements shall be observed: **[Amended 5-22-2012 by Ord. No. 12-02]**

Front Yard (feet)	Side Yard		Rear Yard (feet)
	One (feet)	Combined (feet)	
50	30 ¹	80	50 ¹

NOTES:

¹ A minimum thirty-foot parking setback shall be required for side and rear yard setbacks. Where buffer yards are required for side and/or rear yards, no parking may occur within the required buffer yard.

- K. Minimum distance between structures. The minimum distance between principal use structures on the same lot shall be 35 feet unless otherwise approved by the Board of Supervisors during the site plan review process.
- L. Maximum length of a structure. The maximum length of a nonresidential structure shall be 400 feet unless otherwise approved by the Board of Supervisors during the site plan review process.
- M. Other regulations.

- (1) **Stormwater Management shall conform with DEP and Township regulations.** ~~Stormwater detention, as required to meet the release rates as published in the Monocacy Creek Watershed, Catasauqua Creek Watershed and Lehigh River Sub-Basin 4 Act 167 Stormwater Management Plan and as amended by Chapter 152, Stormwater Management,~~

~~shall be provided either on lot, regionally, or in a combination of the above.~~

- (2) Open air storage, where permitted, shall be within fenced or walled-in areas, and outside storage within a trailer(s) is specifically not permitted. ~~Maximum height of stored material is 10 feet.~~ Buildings shall be oriented to screen exposed storage areas, exposed machinery installations, service areas, truck loading areas, utility buildings and structures, and similar accessory areas and structures to help make them compatible with neighboring properties. Maximum height of stored material is 10 feet. Open air storage is not permitted in required buffer yards.
- (3) Preservation of landscape. The owner shall preserve the landscape in its natural state by minimizing tree and soil removal. The owner shall also insure that grade changes are compatible with the general appearance of neighboring developed areas.
- (4) Relation of proposed buildings to environment. The owner shall relate proposed structure(s) harmoniously to the terrain and to existing buildings that have a visual relationship to the proposed structure(s). The owner shall provide a favorable relationship between existing and proposed uses, create focal points with respect to avenues of approach, terrain, features of other buildings and relate open space between all existing and proposed buildings, when applicable.
- (5) Drive, parking and circulation. For vehicular and pedestrian circulation, including walkways, interior drives and parking, the owner shall give special attention to the location and number of access points to public streets, width of interior drives and access to public streets, width of interior drives and access points, general interior circulation, separation of pedestrian and vehicular traffic, and arrangement of safe and convenient parking areas. The owner shall further design these vehicular and pedestrian areas to enhance the appearance of and access to the proposed buildings and structures and to the neighboring properties.
- (6) Surface water drainage. The owner shall give special attention to proper site surface drainage to ensure that removal of surface water will not adversely affect either neighboring properties or the public storm drainage system. The owner shall remove and efficiently carry away all stormwater from all roofs, canopies and paved areas and collect surface water in all paved areas in such a way that stormwater does not create a problem for vehicular and pedestrian movement.
- (7) Utility service. The owner shall place electric and telephone lines underground. Locate, paint and undertake any other treatment to ensure that all utilities which remain above the ground will have a minimal adverse impact on neighboring properties.
- (8) Advertising features. The owner shall ensure that the size, location, lighting and materials of all permanent signs and outdoor advertising structures or features will enhance rather than detract from the design of proposed buildings and structures and the neighboring properties.
- (9) Special features. The owner shall provide needed setbacks, screen plantings and other screening methods for exposed storage areas, exposed machinery installations, service areas, truck loading areas, utility buildings and structures, and similar accessory areas and structures to help make them compatible with the existing or contemplated site design and with neighboring properties.
- (10) Solar access. Solar access to buildings should be considered in the proposed layout of buildings.
- (11) Sound buffering noise of exterior origins. All portions of buildings which are to be occupied by

employees more than two hours per day shall ~~be constructed so that the noise criterion for internal noise of exterior origin is Leg (24)S40dB.~~ **comply with all applicable OSHA requirements.** Prior to issuance of a building permit and prior to issuance of an occupancy permit, the design architect, builder or owner must provide a certification letter to the Township Zoning Administrator indicating the building compliance with this criterion.

(12) Buffer yards. Buffer yards shall be required at specific locations within this district. A one-hundred-fifty-foot-wide raised berm buffer yard shall be constructed between any proposed development within this district and any contiguous residentially zoned district, except where the adjoining property within any contiguous residentially zoned district is owned by the Lehigh Valley International Airport Authority. A fifty-foot-wide raised berm buffer yard shall be constructed along any nonresidential development side and/or rear yard where the adjoining lot within the AFHBD Zoning District includes an existing residential use or municipally owned facility. The buffer yards shall include a landscaped berm and shall comply with the following:

(a) The buffers shall consist of evergreen and deciduous trees, flowering trees, shrubs and raised berms.

(b) One-hundred-fifty-foot buffer yards.

[1] This buffer yard shall be measured from the district boundary line or from the near street line where a street serves as the district boundary line. The buffer yard may not be part of the street right-of-way but shall be in addition to that right-of-way. The buffer yard may include the required side or rear yards, and in case of conflict the larger yard shall apply.

[2] This buffer yard shall be a landscaped area free of roads, sidewalks, driveways, parking lots, storage, buildings and structures of any kind except for emergency access roads or pathways and/or sidewalks as may be required by Township ordinances or fire or safety regulations and/or as may be required and/or approved by the Board of Supervisors.

[3] The raised berm in the buffer yard shall be a minimum height of 14 feet measured from existing grade or the finished first-floor grade of the closest AFHBD building, whichever is higher, or as otherwise approved by the Board of Supervisors during site or land development plan review.

[4] The trees and shrubs shall be planted in the following minimum amounts per 100 linear feet of buffer, as measured parallel to the buffer yard:

[a] Ten evergreens.

[b] Five deciduous trees.

[c] Three flowering trees.

[d] Ten shrubs.

[5] The toe of the slope of the berm shall begin, at a minimum, 25% of the width of the buffer yard away from any residentially zoned district.

[6] Berms shall not be constructed within side or rear yard drainage and utility easements.

[7] The berm shall have a minimum six-foot flat area at the top.

(c) Fifty-foot buffer yards.

- [1] This buffer yard shall be measured from the property line. The buffer yard may not be part of the street right-of-way but shall be in addition to that right-of-way. The buffer yard may include the required side or rear yards, and in case of conflict the larger yard shall apply. The toe of the slope of the berm shall begin at a minimum 25% of the width of the buffer yard away from any residence or municipally owned facility within the AFHBD.
 - [2] This buffer yard shall be a landscaped area free of roads, sidewalks, driveways, parking lots, storage, buildings and structures of any kind except for emergency access roads or pathways and/or sidewalks as may be required by Township ordinances or fire or safety regulations and/or as may be required and/or approved by the Board of Supervisors.
 - [3] The raised berm shall be a minimum average height of three feet measured from the existing grade or the finished first-floor grade of the closest AFHBD building, whichever is higher.
 - [4] The trees and shrubs shall be planted in the following minimum amounts per 100 lineal feet of buffer, as measured parallel to the buffer yard:
 - [a] Ten evergreens.
 - [b] Three deciduous trees.
 - [c] Two flowering trees.
 - [d] Five shrubs.
 - [5] Berms shall not be constructed within side or rear yard drainage and utility easements.
 - [6] The berm shall have a minimum three-foot flat area at the top.
- (d) Plants shall be arranged on berms to provide a visual barrier. A minimum of 1/2 of the shrubbery and flowering trees shall be planted on the residential side of the berm.
 - (e) The height of evergreen trees shall be a minimum of eight feet at the time of planting, measured from finished grade. The average size of deciduous trees shall be two inches caliper measured three feet above finished grade, and deciduous trees shall also have a minimum height of 12 feet at the time of planting. Flowering trees shall be seven feet high at the time of planting. Shrubs shall be a minimum of 30 inches in height at the time of planting.
 - (f) Berms within the buffer yards shall have a maximum slope of 3:1.
 - (g) Variations in the sizes and shapes of the berms are strongly encouraged. The unnaturally graded appearance of uniform, linear mounding shall be avoided. As an alternative to the possibly linear appearance which could result from the minimum requirements, applicants are encouraged to provide innovative, freeform screening buffers which need not be located entirely within the required buffer.
 - (h) When abutting property is already effectively screened by existing topography or vegetation, located on AFHBD property, the Board of Supervisors may waive the above requirements. Where partial screening exists, the Board of Supervisors may require

additional planting or berming to supplement the existing screen.

- (i) In all buffer yards, the exterior width beyond the planting screen shall be planted with grass seed, sod or ground cover and shall be maintained and kept clean of all debris, rubbish, weeds, and tall (no more than six inches) grass. All plant material which dies shall be replaced by the owner.
- (13) Off-street parking regulations. The provisions of §§ 185-17 and 185-33C shall apply. **To all proposed uses in the AFHBD, except as modified as follows**
- (a) **For light assembly, light industrial and light manufacturing buildings these shall be no less than 1.94 car parking spaces per 1,000 square feet of building footprint.**
- (14) Off-street loading regulations. The provisions of §§ 185-18 and 185-33C shall apply. **To all proposed uses in the AFHBD, except as modified as follows**
- (a) **Off-street loading shall mean a dock door or other paved areas measuring at least 12 feet by 40 feet, with a minimum vertical clearance of 14 feet.**
 - (b) **All buildings shall be oriented so that dock doors do not directly face any residentially zoned land.**
 - ~~(c) All dock doors shall be located at least 500 feet from residentially zoned land.~~
- (15) Exterior lighting.
- (a) Plan. Each building site shall have adequate exterior lighting for its intended use, minimizing glare and without creating lighting which would be annoying to other sites and meeting the requirements of § 185-20C(6).
 - (b) **For lighting horizontal tasks such as roadways, sidewalks, paths, entrances and parking areas, fixtures meeting Illuminating Engineering Society of North America (IESNA) “full-cutoff” criteria shall be used. The use of floodlighting, spotlighting, wall-mounted fixtures, internally illuminated decorative globes and spheres and other fixtures not meeting IESNA “full-cutoff” criteria, shall be permitted only with the approval of the Township, based upon acceptable justification and achievement of adequate glare control. Any light must be shaded, shielded or directed to prevent light from being distributed beyond an angle of 35 degrees from a vertical plane.**
 - (c) Color; type. No neon lights and no traveling, flashing or intermittent lighting of any kind shall be permitted.
 - (d) Pole height. All pole-mounted exterior lighting fixtures shall be on poles no higher than 16 feet unless otherwise approved by the Board of Supervisors during site plan review, but in no case shall the exterior lighting fixtures be higher than 16 feet.
 - (e) Hours of operation. Except in parking areas and drives used between the hours of 12:00 midnight and 6:00 a.m., full exterior lighting may only be fully operated each night from dusk until 12:00 midnight and from 6:00 a.m. to dawn. Reasonable levels of lighting, for security only, may be operated all night.
 - (f) Underground wiring. All outside wiring for exterior lighting shall be installed underground.
- (16) Special building setbacks. No nonresidential buildings shall be constructed within 100 feet of the property used for residential purposes at the time of filing of a preliminary plan application for the approval of such a nonresidential building.

(17) Special off-street loading area screening requirements.

- (a) Any off-street loading area, truck storage or outdoor storage area proposed within 200 feet of an existing residentially used property (if such residential use exists at the time of the application of a preliminary plan for the approval of such off-street loading area) shall be totally screened from view from the residentially used property. This screening shall be accomplished with building orientation or a solid wall constructed in such a way as to block the entire view of the vehicles and loading dock areas from all existing residential dwelling units located on that adjacent residentially used property.
 - (b) For all nonresidential development, the site should be planned to minimize sound and adverse visual impact transfer between off-street loading and truck storage areas and residential districts or existing residentially used property.
- (18) Except for parcels existing as of the date of this ordinance which are isolated and too small to connect to an internal roadway, driveways for uses and/or lots shall not have direct access to Airport Road or Orchard Lane except by an internal coordinated road system approved by the Board of Supervisors.
- (19) In addition, uses or streets shall not have access to Sydna Street, Kim Street, Lord Byron Drive or Gaspar Avenue.

SECTION 2:

The Hanover Township Zoning Ordinance Chapter 185 is hereby amended by amending § 185-54.E Specific Standards for Conditional Use to add new criteria related to solar energy farms, to read as follows:

(37) Solar Energy Farm

- (a) Solar energy farms shall be located on properties with a minimum lot size of five acres.
- (b) The horizontal projection of the surface area of a solar panel, regardless of the mounted angle, shall be calculated as part of the overall lot coverage.
- (c) All other area and bulk regulations shall apply in the applicable zoning district.
- (d) All above ground facilities of the solar energy farm must comply with all setback and height requirements for buildings in the zoning district where the solar energy farm is to be installed.
- (e) All aboveground solar energy farm facilities shall be surrounded by a minimum eight-foot-high fence with a self-locking gate to prevent or restrict unauthorized persons or vehicles from entering the property on which the facility is located. Warning signs shall be placed on the fence, barrier, or system at the base of all pad-mounted transformers and substations to inform individuals of potential voltage hazards.
- (f) The applicant shall demonstrate appropriate buffering and screening for the operation and demonstrate compliance with the requirements of § 185-38 of this Chapter.
- (g) Landscaping regulations:
 - (a) A twenty-foot-wide landscaped planting strip shall be provided along all front, side and rear property lines except as otherwise required under Subsection (f) above.

- (b) Except as regulated above, planting strips shall conform to Chapter 67, Construction Standards.
- (h) The design of the solar energy farm facilities shall conform to applicable manufacturer standards.
- (i) To the extent applicable, the solar energy farm facilities shall comply with the Pennsylvania Uniform Construction Code, Act 45 of 1999, as amended, the National Electrical Code, and the regulations adopted by the Department of Labor and Industry. A building permit, with code review, will be required.
- (j) All electrical wiring leading from a solar energy farm facility shall be located underground.
- (k) All exterior electrical and/or plumbing lines must be buried below the surface of the ground.
- (l) The applicant shall demonstrate that reasonable efforts have been taken to avoid any disruption, interference with, or loss of radio, telephone or similar signals and shall mitigate any such harm caused by the solar energy farm facilities.
- (m) The design of solar energy farm facilities shall, to the extent reasonably possible, use materials, colors, textures, screening, and landscaping that will blend the facility into the natural setting and existing environment.
- (n) Solar energy farm facilities shall not be used to display advertising, including signage, streamers, pennants, spinners, reflectors, ribbons, tinsel, balloons, flags, banners, and similar materials. The manufacturer's or installer's identification and any appropriate warning signs and placards may be displayed on the solar energy farm facilities, provided they comply with the Township's sign regulations.
- (o) All solar energy farm facilities shall be designed by one or more engineers who are registered in the State of Pennsylvania, and all design drawings and calculations shall be supplied to the Township as part of the building and electrical permit application procedure.
- (p) All solar energy farm facilities shall comply with all federal, state and local regulations. In case of conflict, the most-stringent requirements shall apply.
- (q) A plan shall be provided for operation and maintenance, including safe access by maintenance and emergency personnel.
- (r) The applicant shall provide an operations agreement to the Township, which shall set forth operations parameters, the name of the operator, inspection protocol, emergency procedures and general safety documentation.
- (s) If the landowner and the proposed owner and/or operator of the facility are different entities, evidence of written agreement shall be provided demonstrating that the facility owner and/or operator has the permission of the landowner to apply for necessary permits or approvals for construction and operation of the facility ("participating landowner agreement").
- (t) Notification will be provided to the Township Fire Department that the solar energy farm is proposed on the property. The owner of the facility shall provide a copy of the approved land development plan to the Fire Department. After construction, the property owner shall coordinate with the Fire Department to allow a site visit to document the system for its use in case of an emergency. Upon request, the owner shall cooperate with the local emergency

providers to develop an emergency response plan.

- (u) The solar energy farm is subject to all requirements for interconnection from PPL, or any other applicable utility company. No solar energy farm facility shall be constructed until proof is submitted that the utility company that operates the electrical grid where the installation is to be located has been informed of the applicant's intent to install an interconnected customer-owned generator, if such facility is planned for the supply of electricity to the grid.
- (v) The construction of a solar energy farm will be considered a land development that is subject to review pursuant to the requirements of the Township Subdivision and Land Development Ordinance, Chapter 159 of the Township Code.
- (w) Abandonment and removal. Where any solar energy farm is not in service for a period of 12 continuous months, the solar panels and all related equipment will be removed. Any solar panel (roof or ground) that has not been in active and continuous service for a period of 12 continuous months shall be removed from the property. The applicant shall demonstrate the manner of abandonment and removal of the solar panels and equipment that comprise the solar energy farm. In the event that any solar panels and equipment have not been removed within six months of the end of such twelve-month abandonment period, the Township shall give written notice to the landowner and/or facility owner and operator to accomplish the removal within 30 days. In order to secure the obligation of the Applicant to remove the solar panels and related equipment in accordance with the provisions of this Ordinance, Applicant will provide a bond or such other reasonable, acceptable financial assurance for the benefit of the Township to secure Applicant's removal and restoration obligations.
- (x) All methods of shutting down the facility shall be clearly labeled.
- (y) The owner of any solar energy farm facilities must configure his/her/its system in a manner that a backup source of electricity is available during times of outage of his/her/its facilities.

SECTION 3:

The Hanover Township Zoning Ordinance Chapter 185 is hereby amended by amending § 185-54.E Specific Standards for Conditional Uses by hereby amending §185-38.E(15) Specific Aircraft Flightpath Highway Business District (AFHBD) Zone conditional use requirements in its entirety, to read as follows:

- (15) Specific Aircraft Flightpath Highway Business District (AFHBD) Zone conditional use requirements:**
 - (a) Regulated uses are specified in § 185-38.E.
 - (b) Specific regulations applicable to these conditional uses:
 - [1] The building in which the use is situated and any associated outdoor storage or truck parking shall not be closer at any point than 500 feet to any suburban (R1-S) zoning district.
 - [2] The lot containing the proposed conditional use shall not have direct access to Orchard Lane, Airport Road, Weaversville Road or Schoenersville Road except by an internal coordinated road system approved by the Board of Supervisors during the site plan review process.

- [3] The lot size shall be no smaller than five acres and no larger than eight acres in size but otherwise shall be restricted by the shown setbacks and lot coverage criteria as specified for the AFHBD Zone.
- [4] The lot shall have no more than two access points to public roads.
- [5] A traffic study shall be submitted with every application for a conditional use. This traffic study shall meet the requirements of § 185-22E and shall evaluate, at a minimum, the lanes and intersections of all roads to be used by vehicles accessing the development to the study limit of one mile from the location where the proposed site driveway or road meets an existing public road. If the traffic study submitted with an AFHBD conditional use application indicates a decrease in intersection capacity or lane traffic capacity level of service within this one mile, the developer must improve lane capacity and intersection capacity to provide a capacity level of service of "C" or better service [for all lanes of the road and all legs of the intersection(s)].
- [6] Stormwater management study.
 - [a] A stormwater management study shall be submitted with every application for a conditional use under this section. This stormwater management study shall meet the requirements of Chapter 152 and shall evaluate the capacity versus flow conditions of all stormwater conveyance systems from the development downstream to the Township boundary.
 - [b] If the stormwater management study indicates that the capacity of any downstream conveyance watercourse or facility is exceeded for the twenty-five-year storm, with or without the proposed development, the developer must provide conveyance capacity improvements to ensure a capacity of a post development twenty-five-year storm without creating a condition of increasing the one-hundred-year flood level of any downstream watercourse along or adjacent to the path of runoff.
- ~~[7] Warehouse and storage facilities where such uses are accessory to or serve a principal use and where such warehouse or storage exceeds 25% of the square footage in a building shall be limited to the storage of materials used and/or the products produced on site. [Added 2-23-2021 by Ord. No. 21-1]~~
- [8] Warehouse and storage facilities where such uses are accessory to or serve a principal use and where such warehouse or storage exceeds 25% of the square footage of the building but is not greater than 50% of the square footage of the building shall be limited to the storage of materials and supplies utilized in the manufacturing and/or assembly process on site or finished goods manufactured on-site.
- [9] Grower/processor facilities shall also be subject to the criteria under § 185-54E(20).
- [10] Solar energy farms shall also be subject to the criteria under § 185-54E(37).
- (c) The provisions of § 185-38I, J, K, L and M, and § 185-54E(15), as they relate to hotel convention center and private entertainment/recreation complex uses shall apply in each case unless otherwise agreed to by the Board of Supervisors after a recommendation from the Planning Commission and Township staff at the time of the site plan review process.

SECTION 4:

§185-12 definitions is hereby amended to add the following definitions:

BAR/TAVERN - A public establishment primarily intended for sale and consumption of alcoholic beverages and food on the premises.

BUILDING MATERIAL SALES AND STORAGE - An establishment that participates in the sale of goods and materials which are commonly used in the construction industry, which often includes the storage of such materials on site as well.

BUSINESS OFFICE - A business establishment which does not offer, on the premises, a product or merchandise for sales to the public but offers a service to the public. However, personal services, such as barber and beauty shops, and repair services are not to be included within the definition of "business office."

BUTCHER SHOP - An establishment where meat, poultry and/or fish are cooked, cured, cut or otherwise prepared and are offered for retail sale, but does not include the smoking of meats, meat products plant, stockyard, abattoir, tannery or hide processing plant, poultry-killing establishment, animal food factory, or animal by-products plant.

CAR RENTAL AGENCY - A company that rents cars to the public for a short period of time, usually for a few hours to a few weeks.

CATERING SERVICE - An establishment in which the principal use is the preparation of food and meals on the premises, and where such food and meals are delivered to another location for consumption.

CHURCH OR PLACE OF WORSHIP - A building, structure, or group of buildings or structures, including accessory uses, designed or intended for public worship. This definition shall include rectories, convents, and church-related educational and/or day care facilities.

COLD STORAGE FACILITY - A specialized storage facility equipped with temperature-controlled environments to store temperature-sensitive products, often perishable goods like fresh produce, frozen foods, pharmaceutical products, and more, ensuring their quality, proper air temperature, and extending their shelf life.

CONVALESCENT HOME - An establishment providing nursing, dietary and other similar personal services to convalescents, invalids, or aged persons, but excluding mental cases, cases of contagious or communicable disease, surgery, or other treatments which are customarily provided in sanitariums and hospitals.

DRY CLEANER/LAUNDRY - An establishment which launders or dry cleans articles dropped off on the premises.

DRY CLEANER/LAUNDRY PICKUP POINT - An establishment where articles to be laundered or dry cleaned are dropped off or picked up on the premises directly by the customer, but where laundering or cleaning is done elsewhere.

FOOD MARKET - An establishment for retail sales of food and beverages for off-site preparation and

consumption. Typical uses include supermarkets, specialty food stores, or delicatessens or convenience markets. This category also includes large-scale stores that sell food items and beverages in bulk.

FULL CUTOFF – A term used by the lighting industry to describe a lighting fixture from which no light output is emitted at or above a horizontal plane drawn through the bottom of the fixture and no more than 10% of the lamp's light intensity is emitted at an angle 10 degrees below that horizontal plane, at all lateral angles around the fixture. Implicit in the definition is a fixture that is aimed straight down and has a flat lens.

GOLF COURSE - A tract of land for playing golf, improved with trees, greens, fairways, hazards, and which may include clubhouses and shag ranges, driving ranges or miniature golf courses.

1. **GOLF COURSE, MINIATURE** - A novelty version of golf played with a putter and golf ball on a miniature course, typically with artificial playing surfaces, and including obstacles such as bridges and tunnels.
2. **GOLF DRIVING RANGE** - A facility arranged with golf tees and used for longer range play of golf balls where balls are supplied for a fee. It may also include a putting green.

INDOOR AGRICULTURE - The practice of growing crops in a controlled environment, such as a greenhouse, basement, warehouse, or shipping container, using artificial lights and technology. It's also known as indoor farming or indoor vertical farming.

INDUSTRIAL ACTIVITIES – Any industrial activity involving manufacturing, processing, assembling, packaging, printing, publishing and binding, production, refining, testing of materials, goods and products, textile, industrial laundries, and repair of large appliances and equipment, including machine shops and welding shops.

INSURANCE COMPANY - A business that sells insurance policies to people or other businesses.

LABORATORY, MEDICAL - An indoor establishment that includes laboratories and/or experimental equipment for medical testing, prototype design and development, and product testing.

LABORATORY, SCIENTIFIC/INDUSTRIAL/RESEARCH - An establishment that engages in research, testing or evaluation of materials or products, but not medical related.

LANDSCAPING BUSINESS - A company that provides services related to the design, installation, and maintenance of outdoor spaces, including lawns, trees, shrubs, gardens, patios, and other features, by planting, constructing hardscaping elements like walkways and retaining walls, and performing regular upkeep like mowing, weeding, and pruning.

LAUNDROMAT – A business premises equipped with individual clothes washing and/or drying machines for the use of retail customers, exclusive of laundry facilities provided as an accessory use in an apartment, house, hotel or other similar use.

LAWN AND GARDEN SALES AND SERVICE - The distribution, sale and/or servicing of new and used lawn and garden equipment and machinery and the sale of lawn and garden supplies.

LIBRARY - A room or building where a collection of books, newspapers, periodicals, maps and/or musical scores on any audio, visual or written media is kept for either public, quasi- public or community use/access.

LIGHT ASSEMBLY - The process where previously processed components or manufactured parts produced off-site are fitted together into a complete machine or blended together to form a non-combustible and non-explosive product. Light assembly also includes product packaging, including bottling, canning, packing, wrapping, and boxing of products assembled or manufactured offsite. The assembling or packaging shall not produce noise, vibration, hazardous waste materials, or particulate that create significant negative impacts to

adjacent land uses.

LITHOGRAPHIC PRINTING PLANT - a facility that uses lithographic printing to create images on paper or other materials.

MINI-WAREHOUSE - A building and/or series of buildings divided into separate storage units for personal property and/or property associated with some business or other organization. These units shall be used solely for dead storage and no processing, manufacturing, sales, research and development testing, service and repair, or other non-storage activities shall be permitted.

NURSING, REST OR RETIREMENT HOMES - Facilities designed for the housing, boarding, and dining associated with some level of nursing care.

PARCEL HUB - A central location where packages are received, sorted, and distributed.

PARKING LOT, COMMERCIAL - A parcel of land or portion thereof used for the parking or storage of motor vehicles as a commercial enterprise for which any fee is charged independently of any other use of the premises.

PERSONAL SERVICE SHOP - A place primarily providing services which do not involve retail sales or professional services. Personal service shops are oriented to serving personal needs, such as barber and beauty shops, shoe repair shops, household appliance repair shops, dry-cleaning and laundry pickups, shoeshine parlors and other similar establishments.

PRINTING PLANT - A business that produces images or writing on paper or other materials.

PROFESSIONAL OFFICE -An office occupied by a person or persons (together with related staff) who have received professional training, to include doctors, lawyers, engineers, certified public accountants, psychologists and similar occupations.

PUBLIC SCHOOL - A school licensed by the Department of Education for the purpose of providing elementary, secondary, and adult education and operated by the School District.

PUBLISHING PLANT - A business that creates and distributes printed works, such as newspapers, magazines, comic books, and books.

REAL ESTATE OFFICE - A business that manages, rents, or sells real estate (also known as a realty office or estate agency).

REPAIR SERVICE SHOP - Includes such uses as radio, television and appliance repair shops, plumbing shops, carpenter shops, and shoe repair shops.

RESTAURANT - An establishment that serves prepared food primarily on non-disposable tableware but can provide for incidental carry-out service.

RESTAURANT, DRIVE IN OR FAST FOOD - An establishment that serves prepared food generally packaged in paper wrappers and/or disposable plates and containers. Such food can be consumed either on or off of the site.

RETAIL STORE - Shops and stores for the sale of antiques, books, beverages, confections, drugs, dry goods, flowers, foodstuff, gifts, garden supplies, hardware, household appliances, jewelry, notions, periodicals, stationery, business machine sales and service, tobacco, paint and wearing apparel and other similar goods to the consumer, excluding adult-related retail.

SHOWROOM - A room or rooms where merchandise is exhibited for sale or where samples are displayed.

SOLAR ENERGY FARM - An installation of a solar array, and all related structures and equipment, typically designed as the primary land use of a parcel and including multiple solar energy collectors on mounting systems, from which the energy generated is sold for use on an energy grid system rather than being consumed on site.

SPECIALITY TRADE CONTRACTOR - A business primarily involved in providing contract repairs and services to meet industrial or residential needs. This includes businesses that provide the following or similar services: plumbing, heating and cooling, machine repair, electrical and mechanical repair, industrial supply, roofing, locksmith, weed and pest control, and cleaning.

TIMBER HARVESTING, TREE HARVESTING or LOGGING - That part of forestry involving cutting down trees and removing logs from the forest for the primary purpose of sale or commercial processing into wood products. This definition excludes cutting of trees by landowners and/or agents working on behalf of landowners for use solely by the landowner for non-commercial purposes; the cutting of dead, diseased, invasive or dangerous vegetation; pre-commercial timber stand improvement; removal of trees from an orchard, Christmas tree farm or tree nursery; and the clearing of land for approved development, approved building, or farming.

TRUCK FUELING FACILITY - A place where commercial vehicles can get fuel, such as a commercial fuel station or a fleet motor fuel-dispensing facility.

TRUCK MAINTENANCE FACILITY - A facility principally used for the routine maintenance and repair of trucks, trailers, semi-trailers, and similar motor vehicles, including activities such as fluid changes, engine and transmission repair or replacement, trailer repair, and body work.

VEHICLE SALES - Any building or land devoted to the display or sale of new or used motor vehicles, recreation vehicles, or boats in operable condition, and where no major repair work is done.

WAREHOUSE - Any building or structure whose exterior elevation view, as viewed from any side, contains 30% or less of the perimeter linear feet of wall as doors, at or near ground level and whose primary purpose is short- or long-term storing or warehousing.

WHOLESALE TRADE - An establishment or business engaged in selling merchandise to retailers, commercial, industrial, institutional, professional or business users or other wholesalers. Wholesale trade may also include agents or brokers and buying merchandise or selling merchandise to such individuals or companies.

JUMP AROUND PARTY LLC

SPECIAL EVENT SERVICES AGREEMENT

***Jump Around Party LLC
1022 Renaldi Road
Wind Gap, PA 18091
610-746-JUMP (5867)
www.JumpAroundParty.com***

EVENT AGREEMENT

Customer: Hanover Township *250 Celebration*

Event Location: 3630 Jackson Road Bethlehem, Pa 18017

Event Dates: Saturday September 26th

Event Hours: 2:00 PM - 7:00 PM

Equipment Included

Jump Around Party LLC agrees to provide the following equipment for the above event:

- *Jumbo Funhouse*
- *Large Funhouse*
- *Jump N the Box*
- *Fire n Ice Dry Slide*
- *Tropical Dry Slide*
- *70' Rock Wall Obstacle Course*
- *30' Backyard Obstacle Course*
- *30' Nuclear Rock Climb & Slide*
- *Single Axe Throw*
- *Quarterback Challenge*
- *Mini All Star Hoops*
- *Generator's*
- *Event Attendant's*

Jump Around Party LLC will provide all blowers, extension cords, safety mats, stakes or sandbags (where required), delivery, setup, and removal of all equipment.

Rental Fees

Rental Fee (Saturday) : \$6,600.00

Total Contract Price

\$6,600.00

Payment Terms

Full payment is due by Friday September 18th Payments may be made by: Check

Jump Around Party LLC will deliver and professionally set up all equipment before the event begins.

Following the event, Jump Around Party LLC will remove all rented equipment.

Customer agrees to provide:

- *Adequate level setup space*
- *Reasonable truck access*
- *A safe environment for setup and operation*

Weather Policy

Safety is our highest priority.

Inflatable equipment cannot operate during:

- *Rain*
- *Lightning*
- *Severe weather*
- *Sustained winds exceeding manufacturer or Pennsylvania Department of Agriculture guidelines.*

Only Jump Around Party LLC personnel may determine whether equipment must be shut down due to weather.

If the event is cancelled before setup because of weather:

- *Jump Around Party LLC will retain a 20% processing and reservation fee.*
- *The remaining balance paid will be credited toward the same event the following year, subject to availability.*

Once setup has begun, the rental is considered fulfilled and no refunds or credits will be issued due to weather or early closure.

Fireworks Policy

Fireworks, sparklers, smoke bombs, grills, fire pits, smoking, or any open flame must be kept well away from all inflatable equipment.

Even small embers can permanently damage inflatable vinyl.

Any damage caused by:

- Fireworks*
- Sparklers*
- Fire*
- Hot ashes*
- Cigarettes*
- Grills*
- Open flames*

shall be the responsibility of the customer/Repair or replacement costs will be billed accordingly.

Customer/Jump Around Responsibilities

Customer agrees to:

- Provide a safe operating area.*
- Keep all sharp objects away from the inflatables.*
- Prevent food, drinks, gum, silly string, paint, tape, confetti, or pets from entering the inflatable units.*
- Prevent unauthorized climbing on walls or netting.*
- Ensure adult supervision is present throughout the event.*
- Follow all operating instructions provided by Jump Around Party LLC.*

Damage to Equipment

Customer accepts responsibility for any damage resulting from:

- Negligence*
- Misuse*
- Vandalism*
- Theft*
- Fire*
- Vehicles*
- Animals*
- Sharp objects*
- Unauthorized modifications*

Normal wear and tear is excluded.

Safety

Jump Around Party LLC reserves the right to immediately suspend operation of any equipment whenever unsafe conditions exist.

Customer agrees that all safety decisions made by Jump Around Party LLC employees are final.

Insurance

Jump Around Party LLC maintains General Liability Insurance.

Certificates of Insurance will be provided.

Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

Entire Agreement

This document represents the entire agreement between the parties.

Any changes must be made in writing and approved by both parties.

Acceptance

By signing below, both parties acknowledge that they have read, understand, and agree to the terms of this Agreement.

Jump Around Party LLC

Wayne Simpson

Authorized Representative

Date: 9-11-20

Hanover Township Board

Authorized Representative

Date: _____



CITY OF BETHLEHEM'S ANNUAL TRICK OR TREAT NIGHT

JOIN US FOR THE CITY OF BETHLEHEM'S ANNUAL TRICK OR TREAT NIGHT

Date:	Friday, October 30th
Time:	6-8 PM
Location:	Bethlehem, PA
Who:	Open to the public

City of Bethlehem's Trick or Treat Night is held annually on the Friday before Halloween and will be on Friday, October 30th from 6-8 PM this year.

Participating households are asked to turn on their porch light for the duration of the event.

Tips to ensure safe "Trick or Treating":

- Make costumes visible and avoid wearing masks
- Watch for traffic and cross at cross walks
- Supervise younger children and always walk in groups
- Only visit participating homes that have on a porch light
- Only accept treats at the doorway and never go inside a stranger's home.
- Be polite and take only one piece of candy unless the homeowner says otherwise
- Parents/guardians should inspect all treats at home before anyone eats any of them

Have fun and stay safe!

Happy Halloween!

RESOLUTION 26 - 15
HANOVER TOWNSHIP – NORTHAMPTON COUNTY

WHEREAS, The Board of Supervisors of Hanover Township (“Township”), Northampton County, Pennsylvania (“Applicant”) desires to apply for grants with Commonwealth Financing Authority (“Authority”) from the Local Share Account of Northampton & Lehigh Counties; and

Be it **RESOLVED**, that the Board of Supervisors of Hanover Township of Northampton County hereby request a Northampton/Lehigh County Local Share Assessment grant of \$125,000.00 from the Commonwealth Financing Authority to be used to purchase a new Ford F-450 Dump Body Truck with Plow Upfitting for the Public Works Department.

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. If this official signed the “**Signature Page for Grant Application**” prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
4. Any amendment to the grant agreement can be executed on behalf of the Township by the Official who, at the time of the signing of the agreement, has the **TITLE** specified in paragraph 1 and the Township is bound by the grant amendment.
5. This Resolution shall remain in effect and binding until rescinded or modified by the Board of Supervisors, Township of Hanover.

RESOLVED this 22nd day of September 2026.

ATTEST

BOARD OF SUPERVISORS
Hanover Township,
Northampton County

By: _____
Kimberly Lymanstall, Secretary
Board of Supervisors

By: _____
Susan Lawless, Chairman
Board of Supervisors

I hereby certify that this Resolution was adopted by the Board of Supervisors, Hanover Township, Northampton County, this 22nd day of September 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 26 - 16
HANOVER TOWNSHIP – NORTHAMPTON COUNTY

WHEREAS, The Board of Supervisors of Hanover Township (“Township”), Northampton County, Pennsylvania (“Applicant”) desires to apply for grants with Commonwealth Financing Authority (“Authority”) from the Local Share Account of Monroe County; and

Be it **RESOLVED**, that the Board of Supervisors of Hanover Township of Northampton County hereby request a Local Share Account – Monroe County grant of \$125,000.00 from the Commonwealth Financing Authority to be used to purchase a new Ford F-450 Dump Body Truck with Plow Upfitting for the Public Works Department.

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. If this official signed the “**Signature Page for Grant Application**” prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
4. Any amendment to the grant agreement can be executed on behalf of the Township by the Official who, at the time of the signing of the agreement, has the **TITLE** specified in paragraph 1 and the Township is bound by the grant amendment.
5. This Resolution shall remain in effect and binding until rescinded or modified by the Board of Supervisors, Township of Hanover.

RESOLVED this 22nd day of September 2026.

ATTEST

BOARD OF SUPERVISORS
Hanover Township,
Northampton County

By: _____
Kimberly Lymanstall, Secretary
Board of Supervisors

By: _____
Susan Lawless, Chairman
Board of Supervisors

I hereby certify that this Resolution was adopted by the Board of Supervisors, Hanover Township, Northampton County, this 22nd day of September 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



September 16, 2026

Hanover Engineering Associates, Inc.
252 Brodhead Road
Suite 100
Bethlehem, PA 18017

Charlie Nansteel Tree & Excavation, LLC.
15 Locke Heights Road
Bangor, PA 18013

Re: Stafore Estates Project Time Extension

Dear Mr. Youssef,

Due to excessive rock removal and loss of time due to inclement weather, we are requesting a 30-day extension to this project.

Attached is a new schedule showing the time extension.

Please review the new time schedule and let us know your thoughts.

Thank You,



Charlie Nansteel

CHARLIE NANSTEEL TREE & EXCAVATION, LLC.
PO BOX 805 BANGOR, PA 18013 PH: (610)588-4400 F: (610)599-7921
CHARLIENANSTEEL@OUTLOOK.COM
WWW.CHARLIENANSTEEL.COM

Stafore Estates Stormwater Sewer Extension

September 17 – September 22, 2026	Vertical curb installation, backfill and grading
September 23- September 25, 2026	Trench pavement restoration and driveway restoration
September 28 – September 30, 2026	Lawn restoration and tree installation
October 1- October 6, 2026	Full width pavement restoration
October 7 – October 30, 2026	Demobilization, final cleanup and punch list