

1110 American Parkway
Building 10, Suite F-200B
Allentown, PA 18109
Main: 610-868-4201



Via Email
October 15, 2026

Hanover Township – Northampton County
3630 Jacksonville Road, Bethlehem, PA 18017

Attention: Kimberly Lymanstall, Township Secretary/Assistant Treasurer

Reference: Northgate 1: 2 Lot Subdivision, Northgate 1: Land Development, Northgate 1: Lot Consolidation Plan, 4000 – 4030 Airport Road Lot Consolidation & Land Development Plan

CED #: 21007876A

Subject: Extension for the Board of Supervisors

Dear Ms. Lymanstall,

On behalf of the Applicant, 4300 Airport Road, LLC, we are requesting an extension for the Board of Supervisors meeting on October 27, 2026, for the following items:

- Northgate 1- 2-lot Subdivision – Improvements Deadline (H05-61)
- Northgate 1 Land Development – MPC Deadline (H06-46)
- Northgate 1 Lot Consolidation Plan – Record Plans Conditions Deadline (H06-49)
- 4000 – 4030 Airport Road Plan Recording

The applicant is requesting an extension of one year as they continue to market the property/development and seek a tenant to fill the space.

It is anticipated that within that time frame we hope to advance the process.

If you have any questions or need additional information, please do not hesitate to contact me at 484-240-8129 (direct office) or richard.roseberry@collierseng.com.

Sincerely,
Colliers Engineering & Design, Inc.

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

Richard Roseberry, P.E., AICP
Regional Manager

CRR/bjr

R:\AllOffices\Lehigh Valley\Projects\2021\21007876A\Correspondence\OUT\261015_Hanover Twp_Updated Extension Request\261015_Hanover Township_ 4000-4030 Airport Rd MPC Time Extension.docx

Prepared by and Return To:

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

Northampton County Parcel I.D. Nos:

M6 15 10X-1 0214 – 4000 Bath Pike

M6 15 10X-2 0214 – 4044 Bath Pike

M6 15 10X-3 0214 – 90 Highland Avenue

M6 15 10X 0214 – Bath Pike

AMENDMENT TO LAND DEVELOPMENT IMPROVEMENTS AGREEMENT
JAINDL LAND COMPANY

THIS AMENDMENT, dated as of this ____ day of _____, 2026, by and between the ***TOWNSHIP OF HANOVER***, a municipal corporation organized and existing as a township of the second class under the laws of the Commonwealth of Pennsylvania and situate in the County of Northampton, Commonwealth of Pennsylvania, hereinafter referred to as the “Township,” and ***90 HIGHLAND LLC***, a Pennsylvania limited liability company, with an address of 3150 Coffeetown Road, Orefield, Pennsylvania 18069, hereinafter referred to as “Owner.”

WITNESSETH:

WHEREAS, the Township of Hanover, Northampton County, Pennsylvania, is a Second Class township; and

WHEREAS, pursuant to the powers granted second class townships under the Second Class Township Code, and the Pennsylvania Municipalities Planning Code, Act 247, as amended (“MPC”), the Township has adopted Subdivision Regulations and various other ordinances

including the Hanover Township Zoning Ordinance, pertaining to the regulation of non-residential land developments in the Township; and

WHEREAS, the Owner desires to develop land in the Township in accordance with the Township Land Development Regulations, and other various ordinances pertaining to the regulation of land development in the Township, including, but not limited to, the Township's Zoning Ordinance; and

WHEREAS, the Owner received conditional approval to construct and/or install the improvements shown on the Preliminary/Record Lot Consolidation and Land Development Plans for Jaindl Land Company prepared by Bohler Engineering, dated May 7, 2021, as revised and the Preliminary/Record Land Development Plans for Jaindl Land Company Proposed Commercial Development prepared by Bohler Engineering, dated November 13, 2020, as revised, which plans were subsequently recorded with the Northampton County Recorder of Deeds at Deed Book 2025-5, Page 609 (collectively "Record Plan"); and

WHEREAS, in relation thereto, the Owner entered into that certain Land Development Improvements Agreement (hereinafter "LD Agreement") dated September 29, 2025, for the purpose of outlining certain obligations of the Owner to construct, erect, and install certain municipal and common improvements for the benefit of the development and for the public health, safety and welfare (the "Improvements"), and to secure to the Township the performance and satisfaction of those obligations contained in the LD Agreement, which Agreement was recorded with the Northampton County Recorder of Deeds at Deed Book 2025-1, Page 217657; and

WHEREAS, the Owner subsequently submitted Amended Preliminary/Record Land Development Plans for Jaindl Land Company prepared by Bohler Engineering, dated August 12, 2025, as revised, to reflect an additional proposed structure and related improvements, which plans were subsequently approved by the Township Board of Supervisors on December 16, 2025 and which were recorded with the Northampton County Recorder of Deeds at Deed Book _____, Page _____ (hereinafter “Amended Record Plans”).

WHEREAS, as a result, Owner and Township have agreed that the LD Agreement shall be amended as more fully set forth hereinafter.

NOW THEREFORE, in consideration of the mutual promises and undertakings herein set forth, for other good and valuable consideration, and intending to be legally bound hereby, the Township and Owner agree as follows:

1. The “WHEREAS” clauses set forth herein above are incorporated herein as part of the body of this Amendment.
2. Township and Owner agree the Amended Record Plans are hereby incorporated into and made a part of the LD Agreement. All references in the LD Agreement to “Land Development Plans” shall be deemed to include the Amended Record Plans.
3. Township and Owner agree that paragraph THIRD shall be revised and replaced with the following:

The Improvements, as more fully described in the Opinion of Probable Construction Costs dated August 31, 2026, which is attached hereto, made a part hereof and marked as ***Exhibit “A,”*** required under this Amendment shall be completed in accordance with the stated requirements of the LD Agreement and this Amendment within eighteen (18) months of the date of this Amendment. This provision shall supersede all references in the LD Agreement to the 18-month Improvement completion timeframe, and all such timeframes shall instead run from the date of this Amendment.

4. Township and Owner agree that paragraph FIFTH of the LD Agreement shall be revised to replace the Security amount with Three Million, Two Hundred Fourteen Thousand, Eight Hundred Ninety-Five and 38/100 (\$3,214,895.38) Dollars, reflecting the updated Opinion of Probable Construction Costs attached hereto as ***Exhibit "A."*** Township and Owner acknowledge that said Security is already being held in Escrow by the Township.

5. Township and Owner agree that subparagraph (f) of paragraph TWENTY-FIRST of the LD Agreement shall be revised as follows:

f. Tapping Fee of \$41,706.90 (\$8.10/GPD X 5,149 GPD) for the Hotel.

6. Township and Owner hereby acknowledge and agree that except as expressly modified by this Amendment, all terms, covenants, obligations, provisions and conditions of the LD Agreement shall remain in full force and effect.

7. In the event of a conflict between the LD Agreement and this Amendment, the provisions of this Amendment shall govern.

[Signature page to follow]

IN WITNESS WHEREOF, the Township and the Owner have set their respective hands and seals upon this Amendment as of the day and year first above written, intending to be legally bound hereby.

ATTEST:

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA

By: _____
Kimberly R. Lymanstall
Secretary

By: _____
SUSAN A. LAWLESS, ESQ.
Chair, Board of Supervisors

WITNESS:

90 HIGHLAND LLC

By: Nicole Galio
Print Name: Nicole Galio
Title: Director of Engineering & Design

By: David J. Jindel
DAVID JAINDL
President

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF _____)

On this ____ day of _____, 2026, before me, a Notary Public, the undersigned officer, personally appeared SUSAN A. LAWLESS, who acknowledged herself to be the Chairman of the Board of Supervisors of Hanover Township, a municipal corporation and that she as Chairman, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Chairman.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF Lehigh) SS:

ON THIS, the 9th day of October, 2026, before me, the undersigned officer,
personally appeared DAVID JAINDL, and acknowledged himself to be the President of 90 HIGHLAND
LLC and that as such President was authorized to execute the foregoing instrument on behalf of 90
HIGHLAND LLC, for the purposes therein contained.

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

Kimberly A Seip

Notary Public

Commonwealth of Pennsylvania - Notary Seal KIMBERLY A SEIP - Notary Public Lehigh County My Commission Expires May 14, 2027 Commission Number 1351775



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: 90 Highland Avenue
Hotel Land Development
Financial Security
Hanover Project H24-23(A)

Dear Mark:

We are in receipt of a letter from Bohler dated September 1, 2026 requesting a security release for the 90 Highland Avenue project. As you are aware, the Wawa and Medical Office building land development plan required security to be posted in the amount of \$3,963,104.33. The security was established via a Tri-Party Escrow Agreement dated October 14, 2025.

The developer is currently in the process of recording a revised land development plan for this site, which includes the addition of a hotel. With the recording of this plan, security in the amount of \$4,787,880.38 is required for the entire site including the improvements associated with the Wawa, medical office building, and the new hotel.

The developer has completed \$1,572,985.00 worth of site improvements as of this date. Accounting for these construction improvements, the security required prior to the recording of the hotel land development plan would be as follows:

Security Required for Hotel Plan	\$4,787,880.38
Improvements Completed to Date	- \$1,572,985.00
Security Required Prior to Recording	\$3,214,895.38

I believe it is the developer's intent to leave the Tri-Party Escrow Agreement in place to cover the security required for the revised/new hotel land development plan. We have no objections to reducing the escrow agreement amount to the above figure of \$3,214,895.38, subject to Attorney Broughal's requirements, so that the Tri-Party Escrow Agreement is fully covered and applicable to this new hotel land development plan.

Mr. Mark Hudson
Township Manager

2

September 17, 2026

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

Respectfully,

HANOVER ENGINEERING

A handwritten signature in black ink, appearing to read 'B. Kocher', is written over the printed name.

Brian R. Kocher, PE
Township Engineer

brk:jlw2

S:\Projects\Municipal\HanoverTwp\1124-23(A)-90HighlandAve-HotellandDevelopment\Duca\09-17-26-90HighlandAve-Hotell.D-FinancialSecurity.doc

Enclosure(s)

cc: James Broughal, Esquire (w/ attachment) (via e-mail)
Ms. Nicole Galio, Jaindl Land Company (via e-mail)
Mr. Jeffrey Beavan, PE, Bohler Engineering (via e-mail)

H24-23(A) - 90 Highland Ave - Hotel Land Development
Security Release Request #1
Hanover Township
8/31/2026

Item	Description	Quantity	Unit	Unit Price	Item Total	RELEASE #1	RELEASE #2	TO DATE	REMAINING	RELEASE #1	RELEASE #2	TO DATE	REMAINING	% COMPLETE
A SITE WORK														
1	Demolition	1	LS	\$ 40,000.00	\$ 40,000.00	0	1	1	0	\$ 40,000.00	-	\$ -	\$ 40,000.00	100.00%
2	Sewerwork	635	LF	\$ 3.50	\$ 2,222.50	0	635	635	0	\$ 2,222.50	-	\$ -	\$ 2,222.50	100.00%
3	Earthwork	1	LS	\$ 70,000.00	\$ 70,000.00	0	1	1	0	\$ 70,000.00	-	\$ -	\$ 70,000.00	100.00%
4	Concrete Curb	15013	LF	\$ 21.00	\$ 315,273.00	2550	12463	2550	12463	\$ 53,550.00	-	\$ -	\$ 53,550.00	16.99%
5	4" Concrete Sidewalk	9555	SF	\$ 9.00	\$ 86,355.00	1800	7755	1800	7755	\$ 16,200.00	-	\$ -	\$ 16,200.00	18.76%
6	5" Concrete Sidewalk	1582	SF	\$ 9.00	\$ 14,238.00	0	0	0	0	\$ -	-	\$ -	\$ -	0.00%
7	6" Concrete Paving	14000	SF	\$ 8.00	\$ 112,000.00	0	0	0	0	\$ -	-	\$ -	\$ -	0.00%
8	8" Concrete Paving	6574	SF	\$ 10.00	\$ 65,740.00	0	0	0	0	\$ -	-	\$ -	\$ -	0.00%
9	Handicap Ramps with Detectable Warning Surface	17	EA	\$ 1,700.00	\$ 28,900.00	0	0	0	0	\$ -	-	\$ -	\$ -	0.00%
10	Concrete Ballards	130	EA	\$ 350.00	\$ 45,500.00	0	0	0	0	\$ -	-	\$ -	\$ -	0.00%
11	Standard Duct Asphalt Paving	21833	SF	\$ 35.00	\$ 764,155.00	11000	10833	11000	10833	\$ 385,000.00	-	\$ -	\$ 385,000.00	6.15%
12	Heavy Duty Asphalt Paving	3428	SF	\$ 48.00	\$ 164,544.00	1500	1928	1500	1928	\$ 72,000.00	-	\$ -	\$ 72,000.00	50.98%
13	Site Topsoil and Susceptible On-site	8000	CY	\$ 3.00	\$ 24,000.00	0	0	0	0	\$ 24,000.00	-	\$ -	\$ 24,000.00	43.76%
14	Concrete Monuments	8	LS	\$ 500.00	\$ 4,000.00	0	8	8	8	\$ -	-	\$ -	\$ -	100.00%
B STRIPING & SIGNAGE														
1	Parking Lot Striping	2	LS	\$ 10,000.00	\$ 20,000.00	0	2	2	2	\$ -	-	\$ -	\$ -	0.00%
2	Painted Stop Bar	21	EA	\$ 100.00	\$ 2,100.00	0	21	21	21	\$ -	-	\$ -	\$ -	0.00%
3	Crosswalks	5	EA	\$ 500.00	\$ 2,500.00	0	5	5	5	\$ -	-	\$ -	\$ -	0.00%
4	Traffic Control Signs	32	EA	\$ 200.00	\$ 6,400.00	0	32	32	32	\$ -	-	\$ -	\$ -	0.00%
5	ADA Signs	17	EA	\$ 200.00	\$ 3,400.00	0	17	17	17	\$ -	-	\$ -	\$ -	0.00%
C STORMWATER MANAGEMENT														
1	Aboveground Basin Modifications	1	LS	\$ 75,000.00	\$ 75,000.00	0.3	0.3	0.3	0.3	\$ 22,500.00	-	\$ -	\$ 22,500.00	30.00%
2	Underground Basin 1	55403	CF	\$ 3.33	\$ 184,491.99	20198	35205	20198	35205	\$ 67,259.34	-	\$ -	\$ 67,259.34	100.00%
3	Underground Basin 2	7651	CF	\$ 3.33	\$ 25,477.83	9288	9288	9288	9288	\$ 30,925.04	-	\$ -	\$ 30,925.04	100.00%
4	Underground Basin 3	423	LF	\$ 26.00	\$ 10,998.00	27	27	27	27	\$ 702.00	-	\$ -	\$ 702.00	6.38%
5	Underground Basin 4	171	LF	\$ 39.00	\$ 6,669.00	171	171	171	171	\$ 6,669.00	-	\$ -	\$ 6,669.00	100.00%
6	15" RCP	1089	LF	\$ 38.00	\$ 41,382.00	435	435	435	435	\$ 16,530.00	-	\$ -	\$ 16,530.00	39.94%
7	15" HDPE	222	LF	\$ 44.00	\$ 9,768.00	222	222	222	222	\$ 9,768.00	-	\$ -	\$ 9,768.00	100.00%
8	18" RCP	1443	LF	\$ 43.00	\$ 62,046.00	1000	1000	1000	1000	\$ 43,000.00	-	\$ -	\$ 43,000.00	69.30%
9	18" HDPE	273	LF	\$ 49.00	\$ 13,377.00	0	0	0	0	\$ -	-	\$ -	\$ -	0.00%
10	4" PVC	244	LF	\$ 42.00	\$ 10,248.00	0	0	0	0	\$ -	-	\$ -	\$ -	0.00%
11	6" PVC	183	LF	\$ 62.50	\$ 11,437.50	0	0	0	0	\$ -	-	\$ -	\$ -	0.00%
12	8" PVC	19	EA	\$ 300.00	\$ 5,700.00	0	0	0	0	\$ -	-	\$ -	\$ -	0.00%
13	Chillets	34	EA	\$ 2,500.00	\$ 85,000.00	17	17	17	17	\$ 42,500.00	-	\$ -	\$ 42,500.00	50.00%
14	Manholes	5	EA	\$ 2,000.00	\$ 10,000.00	5	5	5	5	\$ 10,000.00	-	\$ -	\$ 10,000.00	100.00%
15	Outlet Control Structure Basin	23	EA	\$ 3,350.00	\$ 77,050.00	20	20	20	20	\$ 67,000.00	-	\$ -	\$ 67,000.00	86.96%
16	48" manhole	1	EA	\$ 4,500.00	\$ 4,500.00	0	0	0	0	\$ -	-	\$ -	\$ -	0.00%
17	Convert Inlet to Manhole	3	EA	\$ 2,500.00	\$ 7,500.00	0	0	0	0	\$ -	-	\$ -	\$ -	0.00%
18	Endwall	16	EA	\$ 750.00	\$ 12,000.00	0	0	0	0	\$ -	-	\$ -	\$ -	0.00%
19	Flexstorm Water Quality Insert	4	EA	\$ 5,500.00	\$ 22,000.00	4	4	4	4	\$ 22,000.00	-	\$ -	\$ 22,000.00	100.00%
20	Subsurface Basin Outlet Control Structure	1	LS	\$ 65,000.00	\$ 65,000.00	0.15	0.15	0.15	0.15	\$ 3,750.00	-	\$ -	\$ 3,750.00	5.77%
D UTILITIES														
1	Hydrant, Valve, and Stem	1	EA	\$ 5,000.00	\$ 5,000.00	1	1	1	1	\$ 5,000.00	-	\$ -	\$ 5,000.00	100.00%
2	Relocate Hydrant	1	EA	\$ 1,800.00	\$ 1,800.00	1	1	1	1	\$ 1,800.00	-	\$ -	\$ 1,800.00	100.00%
3	6" DIP	919	LF	\$ 62.00	\$ 56,978.00	390	529	390	529	\$ 24,180.00	-	\$ -	\$ 24,180.00	42.44%
4	6" DIP	74	LF	\$ 58.00	\$ 4,292.00	58	16	58	16	\$ 3,364.00	-	\$ -	\$ 3,364.00	78.38%
5	2" Type K Copper water service line	30	LF	\$ 53.00	\$ 1,590.00	12	18	12	18	\$ 636.00	-	\$ -	\$ 636.00	40.00%
6	3/4" PVC Domestic	83	LF	\$ 83.50	\$ 6,930.50	83	83	83	83	\$ 6,930.50	-	\$ -	\$ 6,930.50	100.00%
7	8" Gate Valve	275	LF	\$ 15.00	\$ 4,125.00	0	0	0	0	\$ -	-	\$ -	\$ -	0.00%
8	6" Gate Valve	3	EA	\$ 1,300.00	\$ 3,900.00	2	2	2	2	\$ 2,600.00	-	\$ -	\$ 2,600.00	66.67%
9	4" Gate Valve	4	EA	\$ 1,200.00	\$ 4,800.00	3	3	3	3	\$ 3,600.00	-	\$ -	\$ 3,600.00	75.00%
10	8" DIP Fitting with Thrust Block	11	EA	\$ 350.00	\$ 3,850.00	8	8	8	8	\$ 2,800.00	-	\$ -	\$ 2,800.00	72.73%
11	8" x 6" Tee	2	EA	\$ 575.00	\$ 1,150.00	1	1	1	1	\$ 575.00	-	\$ -	\$ 575.00	50.00%
12	8" x 4" Tee	3	EA	\$ 350.00	\$ 1,050.00	2	2	2	2	\$ 1,150.00	-	\$ -	\$ 1,150.00	66.67%
13	8" x 4" Reducer	1	EA	\$ 350.00	\$ 350.00	1	1	1	1	\$ 350.00	-	\$ -	\$ 350.00	100.00%
14	Electric & Telecommunications Line Trenching	1723	LF	\$ 6.00	\$ 10,338.00	485	1238	485	1238	\$ 2,910.00	-	\$ -	\$ 2,910.00	28.15%
15	Gas Trenching	722	LF	\$ 6.00	\$ 4,332.00	684	684	684	684	\$ 4,104.00	-	\$ -	\$ 4,104.00	94.74%

Item	Description	Quantity	Unit	Unit Price	Item Total	RELEASE #1	RELEASE #2	TO DATE	REMAINING	RELEASE #1	RELEASE #2	TO DATE	REMAINING	% COMPLETE
18	4" Dia. Sanitary Manhole	9	EA	\$ 4,400.00	\$ 39,600.00	0	0			1	1			
19	8" SDR-26 PVC	529	LF	\$ 62.50	\$ 33,062.50	272	272			257	257			88.89%
20	6" SDR-26 PVC	253	LF	\$ 42.50	\$ 10,752.50	253	253			0	0			51.42%
21	4" SDR-26 PVC	49	LF	\$ 34.00	\$ 1,666.00	49	49			0	0			100.00%
22	4" x 8" Grease Trap Interceptor (0-8' deep)	1	EA	\$ 5,500.00	\$ 5,500.00	0	0			1	1			100.00%
23	Sanitary Cleanout	2	EA	\$ 300.00	\$ 600.00	0	0			2	2			0.00%
E	LIGHTING/LANDSCAPING													0.00%
1	Post Mounted Light Pole & Single Fixture	65	EA	\$ 4,200.00	\$ 273,000.00	0	0			65	65			0.00%
2	17' EA \$ 5,400.00	17	EA	\$ 5,400.00	\$ 91,800.00	0	0			17	17			0.00%
3	Wall Mounted Light Fixture	9	EA	\$ 1,000.00	\$ 9,000.00	0	0			9	9			0.00%
4	Shade Tree	73	EA	\$ 450.00	\$ 32,850.00	0	0			73	73			0.00%
5	Evergreen Trees	26	EA	\$ 340.00	\$ 8,840.00	0	0			26	26			0.00%
6	Ornamental Trees	17	EA	\$ 375.00	\$ 6,375.00	0	0			17	17			0.00%
7	Shrubs	1024	EA	\$ 70.00	\$ 71,680.00	0	0			1024	1024			0.00%
8	Grasses	136	EA	\$ 12.00	\$ 1,632.00	0	0			136	136			0.00%
F	SOIL EROSION & SED. CONTROL*													0.00%
1	Construction Entrance with Wash Rack	4	EA	\$ 3,500.00	\$ 14,000.00	2	2			2	2			50.00%
2	Concrete Washout	3	EA	\$ 2,500.00	\$ 7,500.00	2	2			1	1			66.67%
3	Alternate Stone Inlet Protection Type C	4	EA	\$ 150.00	\$ 600.00	4	4			0	0			100.00%
4	Alternate Stone Inlet Protection Type M	1	EA	\$ 150.00	\$ 150.00	1	1			0	0			100.00%
5	Filter Bags 15X15	58	EA	\$ 135.00	\$ 7,830.00	23	23			35	35			39.66%
6	12" Compost Filter Sock	4711	LF	\$ 9.00	\$ 42,399.00	4000	4000			711	711			84.91%
7	Rock Filter	2	EA	\$ 150.00	\$ 300.00	1	1			1	1			50.00%
8	Erosion Control Matting (NAG 575)	38393	SF	\$ 0.12	\$ 4,607.16	12000	12000			26393	26393			31.26%
9	Riprap Arcon	1	LS	\$ 1,500.00	\$ 1,500.00	0	0			1	1			0.00%
10	Reserve E&S Controls	1	LS	\$ 10,000.00	\$ 10,000.00	0	0			1	1			0.00%
G	MISCELLANEOUS													0.00%
1	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00	0.2	0.2			0.8	0.8			20.00%
2	Sinohole Contingency	1	LS	\$ 100,000.00	\$ 100,000.00	0.2	0.2			0.8	0.8			20.00%
3	Rack Excavation Contingency	1	LS	\$ 10,000.00	\$ 10,000.00	0.4	0.4			0.6	0.6			40.00%
4	Trash Enclosure	3	LS	\$ 7,500.00	\$ 22,500.00	0	0			3	3			0.00%
5	Traffic After-Study	1	LS	\$ 50,000.00	\$ 50,000.00	0	0			1	1			0.00%
6	Potential Intersections Improvement Design & Construction	1	LS	\$ 250,000.00	\$ 250,000.00	0	0			1	1			0.00%
H	CONTINGENCIES & INSPECTIONS													0.00%
1	Construction Stakeout (1.5%)	1	LS	\$ 57,918.00	\$ 57,918.00	0.4	0.4			0.6	0.6			40.00%
2	Construction Inspection (2%)	1	LS	\$ 77,224.00	\$ 77,224.00	0.4	0.4			0.6	0.6			40.00%
3	As-Built Allowance (0.5%)	1	LS	\$ 19,306.00	\$ 19,306.00	0	0			1	1			0.00%
4	Contingency (1.0%)	1	LS	\$ 386,120.01	\$ 386,120.01	0.2	0.2			0.8	0.8			20.00%
5	12-Month Security (1.0%)	1	LS	\$ 386,120.01	\$ 386,120.01	0	0			1	1			0.00%
	TOTAL				\$ 4,287,880.38					\$ 1,572,985.00			\$ 4,572,985.00	\$ 3,214,895.38

JAINDL LAND COMPANY - 90 HIGHLAND AVENUE, BATH PIKE,
4000 BATH PIKE, 4400 BATH PIKE

AMENDMENT TO TRI-PARTY ESCROW AGREEMENT

THIS AMENDMENT, made this ____ day of _____, 2026, by and among **90 HIGHLAND, LLC**, a Pennsylvania limited liability company, with offices at 3150 Coffeetown Road, Orefield, Pennsylvania 18069 (hereinafter called the “OWNER”), **SAGEWORTH TRUST COMPANY**, an entity licensed as a Trust Company in the Commonwealth of Pennsylvania by Charter Number 5024039, with a principal office at 1861 Santa Barbara Drive, Lancaster, Pennsylvania 17601-4134 , (hereinafter called “BANK”); and **TOWNSHIP OF HANOVER**, Northampton County, Pennsylvania, a public body politic and corporate of the Commonwealth of Pennsylvania, (hereinafter called the “TOWNSHIP”) (sometimes hereinafter collectively referred to as the “PARTIES”).

WHEREAS, the PARTIES entered into a Tri-Party Escrow Agreement dated October 14, 2025, in relation to the Project (as further defined therein), which Tri-Party Agreement is attached hereto made a part hereof, and marked as Exhibit “A” (hereinafter the “AGREEMENT”);

WHEREAS, the TOWNSHIP acknowledges and agrees that OWNER has completed certain improvements in relation to the Project as more fully set forth in correspondence from Brien R. Kocher, PE-Township Engineer, dated September 17, 2026, which correspondence is attached hereto, made a part hereof, and marked as Exhibit “B;”

WHEREAS, the PARTIES now seek to amend the Agreement to reflect the security release that has been approved by the Township and to reflect the security that will remain in Escrow with the Township; and

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do agree as follows:

1. All "WHEREAS" clauses are incorporated herein by reference as if the same were set forth here at length.

2. The PARTIES agree to amend paragraph two of the Agreement as follows:

OWNER and BANK hereby agree that, at and upon receipt of a fully executed copy of this Agreement, BANK shall release Seven Hundred Forty-Eight Thousand, Two Hundred Eight and 95/100 (\$748,208.95) Dollars from the Escrow (as defined in the Agreement) and OWNER shall maintain with BANK the sum of Three Million Two Hundred Fourteen Thousand, Eight Hundred Ninety-Five and 38/100 (\$3,214,895.38) Dollars in the Escrow to be used solely to guarantee and assure TOWNSHIP that the Improvements will be constructed in accordance with the TOWNSHIP standards and the terms and provisions of the Land Development Improvements Agreement dated September 24, 2025, and the Amendment thereto dated _____, 2026.

3. All references in the Agreement and this Amendment to the "Project," "Improvements," and/or the "Approval" shall be deemed to include the scope of same contained in the Land Development Improvements Agreement recorded in the Northampton County Office of the Recorder of Deeds at Deed Book 2025-1, Page 217657, as amended by the Amendment to the Land Development Improvements Agreement dated _____, 2026, and recorded at Deed Book _____, Page _____.

4. Except as otherwise amended herein, all provisions contained in the Agreement shall remain unchanged and in full force and effect. In the event of a conflict, this Amendment shall control.

[Signature page to follow]

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

WITNESS:

OWNER: 90 HIGHLAND, LLC

Nicole Galio
Nicole Galio

By: David Jandl
Print Name: David Jandl
Title: President

WITNESS:

BANK: SAGEWORTH TRUST COMPANY

Susan L. Fister

By: David K. Kruft, VP
Name: David K. Kruft, JD/CFP
Title: Vice President

ATTEST:

**HANOVER TOWNSHIP,
NORTHAMPTON COUNTY**

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

EXHIBIT A

JAINDL LAND COMPANY - 90 HIGHLAND AVENUE & 3865 ADLER PLACE

TRI-PARTY ESCROW AGREEMENT

THIS AGREEMENT, made this 14 day of October, 2025, by and among 90 HIGHLAND, LLC, a Pennsylvania limited liability company, with offices at 3150 Coffeetown Road, Orefield, Pennsylvania 18069 (hereinafter called the "OWNER"), **SAGEWORTH TRUST COMPANY**, an entity licensed as a Trust Company in the Commonwealth of Pennsylvania by Charter Number 5024039, with a principal office at 1861 Santa Barbara Drive, Lancaster, Pennsylvania 17601-4134, (hereinafter called "BANK"); and TOWNSHIP OF HANOVER, Northampton County, Pennsylvania, a public body politic and corporate of the Commonwealth of Pennsylvania, (hereinafter called the "TOWNSHIP").

WHEREAS, OWNER is the fee simple owner of a certain tract of land known as 90 Highland Avenue, Township of Hanover, Northampton County, Pennsylvania, known as PIN M6 15 10X 0214 and designated as the "Property" and

WHEREAS, OWNER has received final conditional Site Plan Approval for the development of the Property (the "Project") pursuant to a vote of the Board of Supervisors of the TOWNSHIP (the "Board") on February 8, 2022 (the "Approval"); and

WHEREAS, as one of the conditions of the granting of the Approval, the Board has required that OWNER shall complete certain municipal site improvements, (the "Improvements"), as more particularly defined and described in a certain Site Plan Improvements Agreement ("Improvements Agreement"), and to assure that OWNER completes the Improvements, TOWNSHIP has required the establishment of a certain escrow account with sufficient funds to complete the Improvements ("Escrow"), and the term "Escrow" is more particularly described and defined as the restricted escrow account in the amount of Three

Million Nine Hundred Sixty-Three Thousand One Hundred Four and 33/100 (\$3,963,104.33) Dollars established with the BANK by the OWNER which will be restricted solely for the use of the TOWNSHIP under this Agreement and until the expiration of this Agreement as provided herein; and

WHEREAS, in connection with the Project and the Approval, BANK and OWNER have agreed to establish, fund, and maintain the Escrow upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do agree as follows:

1. All "WHEREAS" clauses are incorporated herein by reference as if the same were set forth here at length.
2. OWNER and BANK hereby agree that, at and upon receipt of a fully executed copy of this Agreement, OWNER shall immediately deposit with BANK the sum of Three Million Nine Hundred Sixty-Three Thousand One Hundred Four and 33/100 (\$3,963,104.33) Dollars to be placed in the Escrow to be used solely to guarantee and assure TOWNSHIP that the Improvements will be constructed in accordance with the TOWNSHIP standards and the terms and provisions of the Improvements Agreement of even date herewith.
3. BANK and OWNER hereby agree that the Escrow shall be used solely and exclusively for the purposes of completing the Improvements in a timely fashion in accordance with TOWNSHIP standards and specifications as more specifically set forth in the Improvement Agreement.
4. The Escrow shall remain in existence until such time as the Improvements have been completed as set forth in the Improvement Agreement by OWNER and approved as

completed by TOWNSHIP. Upon completion of the Improvements as specified in the Improvement Agreement and the inspection and approval of the Improvements by authorized Township officials, TOWNSHIP shall authorize, through the Township Engineer, in writing, a reduction in the amount held in the Escrow for the value of the Improvements completed. The written authorization will be delivered to BANK. Upon delivery to BANK of the written authorization, BANK is permitted to disburse the amount, held in Escrow, specified for release in the written authorization. It is specifically agreed to by the parties to this Agreement that the TOWNSHIP shall be under no obligation to make inspections as called for under this Agreement, except in accordance with the provisions of the Improvement Agreement. Interest earned on the Escrow shall not be deemed part of the Escrow, and may be distributed and/or disbursed to OWNER without restriction.

5. The Escrow shall remain in existence until such time as all Improvements have been completed by OWNER and approved as completed by TOWNSHIP'S written authorization in the manner set forth in Paragraph 4 of this Agreement. In the event that all of the Improvements shall have been completed and accepted as completed by TOWNSHIP'S written authorization, then, in such event, the Escrow shall be terminated and TOWNSHIP shall have no further right, title or interest in any sums remaining therein.

6. In the event all of the Improvements have not been completed by OWNER within the time periods set forth in the Improvement Agreement, or if sooner if the OWNER defaults under the Improvement Agreement and such default is not cured within thirty (30) days of written notice from the TOWNSHIP, the TOWNSHIP shall have the absolute and unconditional right to request of and receive from BANK such advances from the funds remaining in the Escrow as may be necessary to pay for the cost of completion of the Improvements in a diligent

and prompt manner, and OWNER shall have no right whatsoever to request of or receive from BANK any amounts or advances from the Escrow. The rights and authority granted to TOWNSHIP by OWNER herein shall be irrevocable and BANK shall not honor any attempt by OWNER to terminate or rescind such rights. Any request by TOWNSHIP to BANK pursuant to this provision shall be in writing, and shall be signed by any of the following officers or agents of TOWNSHIP: Mark Hudson, Township Manager or Susan Lawless, Chair of the Board of Supervisors.

7. Notwithstanding anything to the contrary herein contained, this Agreement is not to be construed to permit OWNER to place into Escrow any inspection or professional fees that may be charged to OWNER by TOWNSHIP. Professional fees and inspection fees are to be posted directly with TOWNSHIP in the manner customarily required of other developers constructing projects in TOWNSHIP.

8. The BANK agrees that it will, upon written request of the TOWNSHIP, certify to the TOWNSHIP, from time to time, the amount of funds remaining in the Escrow and available for distribution for the completion and maintenance of the Improvements. At all times that this Agreement is in full force and effect, OWNER acknowledges and agrees to maintain sufficient monies in the Escrow in accordance with the Improvements Agreement to ensure to the TOWNSHIP, in its sole, but reasonable judgment, that the amount remaining in the Escrow is sufficient for the TOWNSHIP to complete construction of the Improvements in the event of a default by OWNER. In the event the TOWNSHIP determines, in accordance with the Improvements Agreement and its sole, but reasonable judgment, that the amount in the Escrow is insufficient to complete the Improvements, OWNER shall, within five (5) days following receipt

of written notice from Township to OWNER, deposit sufficient monies to complete the Improvements.

9. The parties hereto agree that BANK shall not be liable for the performance of OWNER. The maintenance of the Escrow, and payment of the written authorizations of the TOWNSHIP, by BANK, as aforesaid, shall constitute full and complete performance by BANK of any and all obligations under this Agreement to OWNER and TOWNSHIP. Except for the maintenance of the Escrow, and payment of the written authorization of the TOWNSHIP as aforesaid, nothing herein contained shall be construed to impose any responsibility or liability or obligation on BANK for anything, including construction, maintenance or upkeep of the Improvements, not render BANK liable for the cost of the work done or to be done thereon. BANK shall be entitled to rely upon any written notice or other communication and the content thereof which it reasonably believes to be genuine and to have been executed or represented by the person or entity authorized to do so. BANK shall not be liable for any actions taken or omitted by it in good faith and believed by it to be authorized hereby or within the rights or powers conferred upon it hereunder. BANK may consult with or obtain advice of counsel, in the event of any bona fide questions as to any of the provisions hereto or its duties hereunder, and shall incur no liability in acting in good faith in accordance with the opinion and instructions of such counsel. Except for initial set-up fees and normal administration fees, OWNER shall indemnify and hold BANK harmless from and against any and all claims, damages, liabilities and actual, documented and out-of-pocket costs (including reasonable attorney's fees and court costs), arising from the Escrow or BANK'S performance of its duties hereunder, unless caused by BANK'S gross negligence or willful misconduct.

10. Nothing in this Agreement shall restrict the OWNER and BANK from agreeing on how the monies in the Escrow shall be invested from time to time, provided however, that the amount of monies in the Escrow shall always be sufficient to complete the Improvements as set forth in Paragraph 7 of this Agreement.

11. BANK shall be automatically released from liability to any and all parties under this Agreement upon the occurrence of any of the following events:

(a) Substitution for BANK of a similar agreement or other credit arrangement (including a Letter of Credit), acceptable to TOWNSHIP, of a lending institution other than BANK in an amount adequate to secure the performance of OWNER, as provide herein and under the Improvement Agreement; or

(b) The payment to the TOWNSHIP of the balance of the Escrow, which shall be no less than the original amount of the Escrow, less disbursements approved by the TOWNSHIP pursuant to the terms of this Agreement and the Improvement Agreement; or

(c) Completion of all the Improvements, and inspection and approval of such completion by the TOWNSHIP in accordance with the terms of the Improvement Agreement.

12. Upon the occurrence of any of the events set forth in the foregoing paragraph above, notwithstanding the fact that the BANK'S discharge shall be automatic and absolute, TOWNSHIP will, upon request by BANK, execute such document of release or discharge as BANK may reasonably require.

13. This Agreement shall bind the parties hereto and their successors and assigns.

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

15. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or same counterpart.

16. Except as otherwise provided within this Agreement, no party hereto may transfer or assign this Agreement without prior written consent of the other parties.

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

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

19. Any and all notices to be given or required to be given hereunder shall be in writing and shall be deemed to have been duly given when (i) personally delivered; (ii) sent by registered or certified mail return receipt requested; or (iii) by overnight delivery service which provides a written receipt evidencing delivery to the address set forth below. A copy of such notice shall also be sent by fax or email as follows:

To Hanover Township:

Attention of Mark L. Hudson, Township Manager
Email: mHUDSON@hanoverwp-nc.org
Phone: (610)866-1140 x222

and

James L. Broughal, Esquire, Township Solicitor
Email: jimbroughal@broughal-devito.com
Phone: (610)865-3664

To Developer:

Attention of David M. Jaindl
Email: david.jaindl@jaindl.com
Fax: 610-395-8608

and

Attention of Adam Jaindl
Email: adam.jaindl@jaindl.com
Fax: 610-395-8608

With a copy to
Attention of Wendy Nicolosi, Esquire
Email: wendy.nicolosi@jaindl.com
Fax: 610-395-8608

and

Attention of Erich J. Schock, Esquire
Email: eschock@fblaw.com
Fax: 610-797-6663

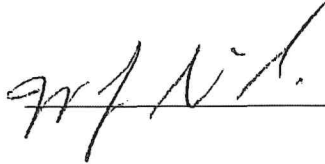
To Sageworth:

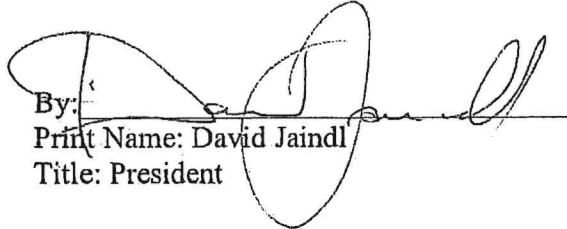
Attention of David K. Kruff, JD, CFP
Email: dkruft@sageworth.com
Fax: 717-735-8019

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

WITNESS:

OWNER: 90 HIGHLAND, LLC

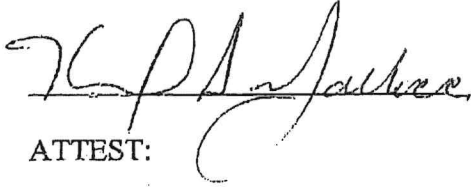


By: 
Print Name: David Jaindl
Title: President

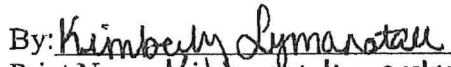
WITNESS:

BANK: SAGEWORTH TRUST COMPANY

By: 
Name: David K. Kruft, JD, CFP
Title: Vice President


ATTEST:

**HANOVER TOWNSHIP,
NORTHAMPTON COUNTY**

By: 
Print Name: Kimberly Lymanstall
Title: Township Secretary

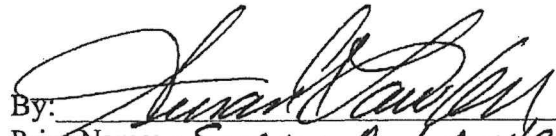
By: 
Print Name: SUSAN A. LAWLESS
Title: _____

EXHIBIT B



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: 90 Highland Avenue
Hotel Land Development
Financial Security
Hanover Project H24-23(A)

Dear Mark:

We are in receipt of a letter from Bohler dated September 1, 2026 requesting a security release for the 90 Highland Avenue project. As you are aware, the Wawa and Medical Office building land development plan required security to be posted in the amount of \$3,963,104.33. The security was established via a Tri-Party Escrow Agreement dated October 14, 2025.

The developer is currently in the process of recording a revised land development plan for this site, which includes the addition of a hotel. With the recording of this plan, security in the amount of \$4,787,880.38 is required for the entire site including the improvements associated with the Wawa, medical office building, and the new hotel.

The developer has completed \$1,572,985.00 worth of site improvements as of this date. Accounting for these construction improvements, the security required prior to the recording of the hotel land development plan would be as follows:

Security Required for Hotel Plan	\$4,787,880.38
Improvements Completed to Date	- \$1,572,985.00

Security Required Prior to Recording	\$3,214,895.38
--------------------------------------	----------------

I believe it is the developer's intent to leave the Tri-Party Escrow Agreement in place to cover the security required for the revised/new hotel land development plan. We have no objections to reducing the escrow agreement amount to the above figure of \$3,214,895.38, subject to Attorney Broughal's requirements, so that the Tri-Party Escrow Agreement is fully covered and applicable to this new hotel land development plan.

Mr. Mark Hudson
Township Manager

2

September 17, 2026

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

Respectfully,

HANOVER ENGINEERING

A handwritten signature in black ink, appearing to read 'B. Kocher', written over the printed name.

Brian R. Kocher, PE
Township Engineer

brk:jlw2

S:\Projects\Municipal\HanoverTwp\1124-23(A)-90HighlandAve-HotelL and Development\Duca\09-17-26-90HighlandAve-HotelL.D-FinancialSecurity.doc

Enclosure(s)

cc: James Broughal, Esquire (w/ attachment) (via e-mail)
Ms. Nicole Galio, Jaindl Land Company (via e-mail)
Mr. Jeffrey Beavan, PE, Bohler Engineering (via e-mail)

H24-23(A) - 30 Highland Ave - Hotel Land Development
Security Release Request #1
Hanover Township
8/31/2026

Item	Description	Quantity	Unit	Unit Price	Item Total	RELEASE #1	RELEASE #2	TO DATE	REMAINING	RELEASE #1	RELEASE #2	TO DATE	REMAINING	% COMPLETE
A. SITE WORK														
1	Demolition	1	LS	\$ 40,000.00	\$ 40,000.00	0	0	0	0	40,000.00	0	0	40,000.00	100.00%
2	Seawalling	635	LF	\$ 3.50	\$ 2,222.50	0	0	0	0	2,222.50	0	0	2,222.50	100.00%
3	Earthwork	1	LS	\$ 70,000.00	\$ 70,000.00	0	0	0	0	70,000.00	0	0	70,000.00	100.00%
4	Concrete Curb	15013	LF	\$ 21.00	\$ 315,273.00	0	0	0	0	315,273.00	0	0	315,273.00	100.00%
5	4" Concrete Sidewalk	9535	SF	\$ 9.00	\$ 86,355.00	0	0	0	0	86,355.00	0	0	86,355.00	100.00%
6	5" Concrete Sidewalk	1332	SF	\$ 9.00	\$ 14,238.00	0	0	0	0	14,238.00	0	0	14,238.00	100.00%
7	6" Concrete Paving	14000	SF	\$ 8.00	\$ 112,000.00	0	0	0	0	112,000.00	0	0	112,000.00	100.00%
8	8" Concrete Paving	6574	SF	\$ 10.00	\$ 65,740.00	0	0	0	0	65,740.00	0	0	65,740.00	100.00%
9	Handicap Ramps with Detectable Warning Surface	17	EA	\$ 1,200.00	\$ 20,400.00	0	0	0	0	20,400.00	0	0	20,400.00	100.00%
10	Concrete Bullards	130	EA	\$ 350.00	\$ 45,500.00	0	0	0	0	45,500.00	0	0	45,500.00	100.00%
11	Standard Duty Asphalt Paving	21833	SF	\$ 35.00	\$ 764,155.00	0	0	0	0	764,155.00	0	0	764,155.00	100.00%
12	Heavy Duty Asphalt Paving	3428	SF	\$ 48.00	\$ 164,544.00	0	0	0	0	164,544.00	0	0	164,544.00	100.00%
13	Strip Topsoil and Stockpile On-site	8000	CY	\$ 3.00	\$ 24,000.00	0	0	0	0	24,000.00	0	0	24,000.00	100.00%
14	Concrete Monuments	8	LS	\$ 500.00	\$ 4,000.00	0	0	0	0	4,000.00	0	0	4,000.00	100.00%
B. STRIPING & SIGNAGE														
1	Parking Lot Striping	2	LS	\$ 10,000.00	\$ 20,000.00	0	0	0	0	20,000.00	0	0	20,000.00	100.00%
2	Painted Stop Bar	21	EA	\$ 100.00	\$ 2,100.00	0	0	0	0	2,100.00	0	0	2,100.00	100.00%
3	Crosswalks	5	EA	\$ 500.00	\$ 2,500.00	0	0	0	0	2,500.00	0	0	2,500.00	100.00%
4	Traffic Control Signs	32	EA	\$ 200.00	\$ 6,400.00	0	0	0	0	6,400.00	0	0	6,400.00	100.00%
5	ADA Signs	17	EA	\$ 200.00	\$ 3,400.00	0	0	0	0	3,400.00	0	0	3,400.00	100.00%
C. STORMWATER MANAGEMENT														
1	Aboveground Basin Modifications	55403	CF	\$ 3.33	\$ 184,491.99	0.3	0.3	0.3	0.7	22,500.00	0	0	22,500.00	30.00%
	Underground Basin 1	55403	CF	\$ 3.33	\$ 184,491.99	0.3	0.3	0.3	0.7	22,500.00	0	0	22,500.00	30.00%
	Underground Basin 2	20198	CF	\$ 3.33	\$ 67,259.34	0.3	0.3	0.3	0.7	22,500.00	0	0	22,500.00	30.00%
	Underground Basin 3	7651	CF	\$ 3.33	\$ 25,477.83	0.3	0.3	0.3	0.7	22,500.00	0	0	22,500.00	30.00%
	Underground Basin 4	9288	CF	\$ 3.33	\$ 30,923.04	0.3	0.3	0.3	0.7	22,500.00	0	0	22,500.00	30.00%
2	12" HOPE	423	LF	\$ 26.00	\$ 10,998.00	0	0	0	0	10,998.00	0	0	10,998.00	100.00%
3	15" RCP	171	LF	\$ 39.00	\$ 6,669.00	0	0	0	0	6,669.00	0	0	6,669.00	100.00%
4	15" HOPE	1089	LF	\$ 34.00	\$ 36,906.00	0	0	0	0	36,906.00	0	0	36,906.00	100.00%
5	18" RCP	222	LF	\$ 44.00	\$ 9,768.00	0	0	0	0	9,768.00	0	0	9,768.00	100.00%
6	18" HOPE	1443	LF	\$ 43.00	\$ 62,049.00	0	0	0	0	62,049.00	0	0	62,049.00	100.00%
7	24" HOPE	273	LF	\$ 49.00	\$ 13,377.00	0	0	0	0	13,377.00	0	0	13,377.00	100.00%
8	4" PVC	244	LF	\$ 34.00	\$ 8,296.00	0	0	0	0	8,296.00	0	0	8,296.00	100.00%
9	6" PVC	181	LF	\$ 42.00	\$ 7,602.00	0	0	0	0	7,602.00	0	0	7,602.00	100.00%
10	8" PVC	163	LF	\$ 42.00	\$ 6,846.00	0	0	0	0	6,846.00	0	0	6,846.00	100.00%
11	Cleanout	19	EA	\$ 300.00	\$ 5,700.00	0	0	0	0	5,700.00	0	0	5,700.00	100.00%
12	M Inlets	34	EA	\$ 2,500.00	\$ 85,000.00	0	0	0	0	85,000.00	0	0	85,000.00	100.00%
13	Outlet Control Structure Basin	1	EA	\$ 7,500.00	\$ 7,500.00	0	0	0	0	7,500.00	0	0	7,500.00	100.00%
14	48" manhole	23	EA	\$ 3,350.00	\$ 77,050.00	0	0	0	0	77,050.00	0	0	77,050.00	100.00%
15	Convert Inlet to Manhole	1	EA	\$ 4,500.00	\$ 4,500.00	0	0	0	0	4,500.00	0	0	4,500.00	100.00%
16	Endwall	3	EA	\$ 2,500.00	\$ 7,500.00	0	0	0	0	7,500.00	0	0	7,500.00	100.00%
17	Floodwall Water Quality Invert	16	EA	\$ 750.00	\$ 12,000.00	0	0	0	0	12,000.00	0	0	12,000.00	100.00%
18	Subsurface Basin Outlet Control Structure	4	EA	\$ 5,500.00	\$ 22,000.00	0	0	0	0	22,000.00	0	0	22,000.00	100.00%
19	Spray Irrigation	1	LS	\$ 65,000.00	\$ 65,000.00	0.15	0.15	0.15	0.15	9,750.00	0	0	9,750.00	15.00%
D. UTILITIES														
1	Hydrant, Valve, and Stem	1	EA	\$ 5,000.00	\$ 5,000.00	0	0	0	0	5,000.00	0	0	5,000.00	100.00%
2	Relocate Hydrant	1	EA	\$ 1,800.00	\$ 1,800.00	0	0	0	0	1,800.00	0	0	1,800.00	100.00%
3	8" DIP	919	LF	\$ 62.00	\$ 56,978.00	0	0	0	0	56,978.00	0	0	56,978.00	100.00%
4	6" DIP	74	LF	\$ 58.00	\$ 4,292.00	0	0	0	0	4,292.00	0	0	4,292.00	100.00%
5	4" DIP	30	LF	\$ 53.00	\$ 1,590.00	0	0	0	0	1,590.00	0	0	1,590.00	100.00%
6	2" Type K Copper water service line	83	LF	\$ 83.50	\$ 6,930.50	0	0	0	0	6,930.50	0	0	6,930.50	100.00%
7	3/4" PVC Domestic	275	LF	\$ 15.00	\$ 4,125.00	0	0	0	0	4,125.00	0	0	4,125.00	100.00%
8	8" Gate Valve	3	EA	\$ 1,300.00	\$ 3,900.00	0	0	0	0	3,900.00	0	0	3,900.00	100.00%
9	6" Gate Valve	4	EA	\$ 1,200.00	\$ 4,800.00	0	0	0	0	4,800.00	0	0	4,800.00	100.00%
10	4" Gate Valve	11	EA	\$ 350.00	\$ 3,850.00	0	0	0	0	3,850.00	0	0	3,850.00	100.00%
11	8" DIP Fitting with Thrust Block	2	EA	\$ 575.00	\$ 1,150.00	0	0	0	0	1,150.00	0	0	1,150.00	100.00%
12	8" x 6" Tee	3	EA	\$ 575.00	\$ 1,725.00	0	0	0	0	1,725.00	0	0	1,725.00	100.00%
13	8" x 6" Reducer	1	EA	\$ 350.00	\$ 350.00	0	0	0	0	350.00	0	0	350.00	100.00%
14	6" x 4" Reducer	1	EA	\$ 350.00	\$ 350.00	0	0	0	0	350.00	0	0	350.00	100.00%
15	Electric & Telecommunications Line Trenching	1723	LF	\$ 6.00	\$ 10,338.00	485	485	485	1238	2,910.00	0	0	2,910.00	28.15%
16	Gas Trenching	722	LF	\$ 6.00	\$ 4,332.00	684	684	684	1238	4,104.00	0	0	4,104.00	94.74%

Item	Description	Quantity	Unit	Unit Price	Item Total	RELEASE #1	RELEASE #2	TO DATE	REMAINING	RELEASE #1	RELEASE #2	TO DATE	REMAINING	% COMPLETE
18	4" Dia. Sanitary Manhole	9	EA	\$ 4,400.00	\$ 39,600.00	8			1	\$ 35,200.00			\$ 4,400.00	88.89%
19	8" SDR-26 PVC	529	LF	\$ 62.50	\$ 33,062.50	272			257	\$ 17,000.00			\$ 16,062.50	51.42%
20	6" SDR-26 PVC	253	LF	\$ 42.00	\$ 10,626.00	253			0	\$ 10,626.00			\$ -	100.00%
21	4" SDR-26 PVC	49	LF	\$ 34.00	\$ 1,666.00	49			0	\$ 1,666.00			\$ -	100.00%
22	4" x 8" Grease Trap Interceptor (0-8' deep)	1	EA	\$ 5,500.00	\$ 5,500.00	0			1	\$ -			\$ 5,500.00	0.00%
23	Sanitary Cleanout	2	EA	\$ 300.00	\$ 600.00	0			2	\$ -			\$ 600.00	0.00%
E	LIGHTING/LANDSCAPING													
1	Post Mounted Light Pole & Single Fixture	65	EA	\$ 4,200.00	\$ 273,000.00	0			65	\$ -			\$ 273,000.00	0.00%
2	Post Mounted Light Pole & Double Fixture	17	EA	\$ 5,400.00	\$ 91,800.00	0			17	\$ -			\$ 91,800.00	0.00%
3	Wall Mounted Light Fixture	9	EA	\$ 1,000.00	\$ 9,000.00	0			9	\$ -			\$ 9,000.00	0.00%
4	Shade Tree	73	EA	\$ 430.00	\$ 31,390.00	0			73	\$ -			\$ 31,390.00	0.00%
5	Evergreen Trees	26	EA	\$ 340.00	\$ 8,840.00	0			26	\$ -			\$ 8,840.00	0.00%
6	Ornamental Trees	17	EA	\$ 375.00	\$ 6,375.00	0			17	\$ -			\$ 6,375.00	0.00%
7	Shrubs	1024	EA	\$ 70.00	\$ 71,680.00	0			1024	\$ -			\$ 71,680.00	0.00%
8	Grasses	136	EA	\$ 12.00	\$ 1,632.00	0			136	\$ -			\$ 1,632.00	0.00%
F	SOIL EROSION & SED. CONTROL*													
1	Construction Entrance with Wash Rack	4	EA	\$ 3,500.00	\$ 14,000.00	2			2	\$ 7,000.00			\$ 7,000.00	50.00%
2	Concrete Washout	3	EA	\$ 2,500.00	\$ 7,500.00	2			1	\$ 5,000.00			\$ 2,500.00	66.67%
3	Alternate Stone Inlet Protection Type C	4	EA	\$ 150.00	\$ 600.00	4			0	\$ 600.00			\$ -	100.00%
4	Alternate Stone Inlet Protection Type M	1	EA	\$ 150.00	\$ 150.00	1			0	\$ 150.00			\$ -	100.00%
5	Filter Bags 15X15	58	EA	\$ 135.00	\$ 7,830.00	23			35	\$ 3,105.00			\$ 4,725.00	39.66%
6	12" Composite Filter Sock	4711	LF	\$ 9.00	\$ 42,399.00	4000			711	\$ 36,000.00			\$ 6,399.00	84.91%
7	Rock Filter	2	EA	\$ 150.00	\$ 300.00	1			1	\$ 150.00			\$ 150.00	50.00%
8	Erosion Control Matting (NAG 575)	38893	SF	\$ 0.12	\$ 4,667.16	12000			26893	\$ 1,440.00			\$ 3,227.16	31.26%
9	Riprap Apron	3	LS	\$ 1,500.00	\$ 4,500.00	0			3	\$ -			\$ 4,500.00	0.00%
10	Remove E&S Controls	1	LS	\$ 10,000.00	\$ 10,000.00	0			1	\$ -			\$ 10,000.00	0.00%
G	MISCELLANEOUS													
1	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00	0.2			0.8	\$ 5,000.00			\$ 20,000.00	20.00%
2	Sinkhole Contingency	1	LS	\$ 100,000.00	\$ 100,000.00	0.2			0.8	\$ 20,000.00			\$ 80,000.00	20.00%
3	Rock Excavation Contingency	1	LS	\$ 10,000.00	\$ 10,000.00	0.4			0.6	\$ 4,000.00			\$ 6,000.00	40.00%
4	Trash Enclosure	3	LS	\$ 7,500.00	\$ 22,500.00	0			3	\$ -			\$ 22,500.00	0.00%
5	Traffic After-Study	1	LS	\$ 50,000.00	\$ 50,000.00	0			1	\$ -			\$ 50,000.00	0.00%
6	Potential Intersections Improvement Design & Construction	1	LS	\$ 250,000.00	\$ 250,000.00	0			1	\$ -			\$ 250,000.00	0.00%
H	CONTINGENCIES & INSPECTIONS													
1	Construction Stakeout (1.5%)	1	LS	\$ 57,918.00	\$ 57,918.00	0.4			0.6	\$ 23,167.20			\$ 34,750.80	40.00%
2	Construction Inspection (2%)	1	LS	\$ 77,224.00	\$ 77,224.00	0.4			0.6	\$ 30,889.60			\$ 46,334.40	40.00%
3	As-Built Allowance (0.5%)	1	LS	\$ 19,306.00	\$ 19,306.00	0			1	\$ -			\$ 19,306.00	0.00%
4	Contingency (1.0%)	1	LS	\$ 386,120.01	\$ 386,120.01	0.2			0.8	\$ 77,224.00			\$ 308,896.01	20.00%
5	12-Month Security (1.0%)	1	LS	\$ 386,120.01	\$ 386,120.01	0			1	\$ -			\$ 386,120.01	0.00%
	TOTAL				\$ 4,737,880.38					\$ 1,572,985.00			\$ 3,214,895.38	

**HANOVER TOWNSHIP,
NORTHAMPTON COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2026- __

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF HANOVER, NORTHAMPTON COUNTY, PENNSYLVANIA, AMENDING ITS CODE OF ORDINANCES; PART II GENERAL LEGISLATION; CHAPTER 185 ZONING; AMENDING ARTICLE II INTERPRETATIONS AND DEFINITIONS; § 185-12 DEFINITIONS, BY REVISING EXISTING AND ADDING NEW DEFINITIONS; AMENDING ARTICLE VIII EMPLOYMENT DISTRICTS; § 185-38 REGULATIONS APPLICABLE TO AFHBD AIRCRAFT FLIGHTPATH HIGHWAY BUSINESS DISTRICT, BY REVISING THE SAME; AMENDING ARTICLE XIV ZONING HEARING BOARD; § 185-54 CONDITIONAL USES, BY REVISING SPECIFIC REGULATIONS APPLICABLE TO CONDITIONAL USES IN THE AFHBD AIRCRAFT FLIGHTPATH HIGHWAY BUSINESS DISTRICT AND ADDING SPECIFIC STANDARDS FOR SOLAR ENERGY FARMS; AND, REPEALING ANY ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT HEREWITH

WHEREAS, pursuant to § 609 of the Pennsylvania Municipalities Planning Code, 53 P.S. § 10609, the Township of Hanover, Northampton County, Pennsylvania (the “Township”) is authorized and empowered to enact amendments to the Township’s Zoning Ordinance (the “Ordinance”) after public hearing thereon pursuant to public notice; and

WHEREAS, the Township Board of Supervisors (“BOS”) deems it to be in the best interest and general welfare of the residents of the Township to update and amend provisions of the Ordinance to revise and add Definitions; revise AFHBD regulations; and, revise and add conditional use regulations and standards; and

WHEREAS, the BOS has conducted a public hearing pursuant to the public notice concerning the following amendments to the Ordinance; and

WHEREAS, after public hearing pursuant to public notice, the BOS desires to ordain and enact the amendments to the Ordinance set forth hereinafter.

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

SECTION I: The Hanover Township Code of Ordinances; Part II *General Legislation*; Chapter 185 *Zoning*; Article II *Interpretations and Definitions*; § 185-12 *Definitions*; Subsection C *Other definitions* is amended by deleting *Animal Husbandry* in its entirety and adding the following definitions:

“ANIMAL HUSBANDRY

The breeding, care and production of farm animals, livestock and poultry.

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, stock-yard, 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.

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.

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, Medical shall not include animal testing.

LABORATORY, SCIENTIFIC/INDUSTRIAL/RESEARCH

An establishment that engages in research, testing or evaluation of materials or products, but not medical related. Laboratory, Scientific/Industrial/Research shall not include animal testing.

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.”

SECTION II. The Hanover Township Code of Ordinances; Part II *General Legislation*; Chapter 185 *Zoning*; Article *VIII Employment Districts*; § 185-38 *Regulations applicable to AFHBD Aircraft Flightpath Highway Business District* is amended as follows:

1. Subsection A. *General* is deleted in its entirety and replaced as follows-

“A. General. The purpose of this district is to allow the design and development of carefully selected businesses, 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.”

2. Subsection D. *Permitted uses*; Parenthetical (6) is deleted in its entirety and replaced as follows-

“(6) Business offices, consisting of administrative, sales, executive and other general business offices, including, but not limited to, other uses of the same general nature.”

3. Subsection D. *Permitted uses*; Parentheticals (11) – (19) are deleted in their entirety and replaced as follows-

“(11) 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]

(12) Beverage/bottling works. [Added 2-23-2021 by Ord. No. 21-1]

(13) Showroom space accessory to a permitted light assembly, light manufacturing or light industrial use.

(14) Indoor agricultural grower/processor facility, excluding marijuana grower/processor.

(15) Specialty trade contractors

(16) Food Service stores, including restaurants, bakeries, confectioneries, catering services and food markets. (See §185-38.G(20))

(17) 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).”

4. Subsection E. *Conditional uses*; Parentheticals (2) – (11) are deleted in their entirety and replaced as follows-

“(2) Landscaping businesses, including wholesale/retail centers and nurseries and lawn and garden equipment sales and services.

(3) Building materials sales and storage, provided 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) Wellness center.

(6) Hotel convention center.

(7) Private entertainment/recreation complex.

(8) Grower/processor facility. [Added 12-20-2016 by Ord. No. 16-08]

(9) Medical marijuana delivery vehicle office. [Added 12-20-2016 by Ord. No. 16-08]

(10) 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]

(11) Solar Energy Farms.”

5. Subsection F. *Special exceptions*; Parenthetical (3) is deleted in its entirety.

6. Subsection G. *Prohibited uses*; Parentheticals (3) – (22) are deleted in their entirety and replaced as follows-

“(3) Truck terminals or truck maintenance/fueling facilities.

(4) Hospitals, nursing homes, convalescent homes, homes for the elderly.

(5) Group homes.

(6) Day-care centers.

(7) Churches or other places of worship.

(8) Public or private school.

(9) Libraries.

(10) Car rental agencies.

(11) Full-service gasoline service stations, automobile service shop or car wash.

(12) Sales of vehicles, which require a drover’s license or boating certificate to operate.

(13) Adult entertainment facilities.

(14) Betting parlors.

- (15) Parcel hub/package sorting facilities.
- (16) Cold Storage Facilities.
- (17) Warehouse or storage buildings as a principal use.
- (18) Drive-in, drive-thru capabilities for any facilities, including but not limited to restaurants, banks and drug stores.
- (19) Data centers.
- (20) All other uses not specifically permitted in the AFHBD District.”

7. Subsection H. *Accessory uses* is amended by adding the following-

- “(5) Vehicle charging stations.
- (6) Solar energy systems, including rooftop, ground mounted and carport canopies, for on-site use.
- (7) Apiaries accessory to Solar Energy Farms.”

8. Subsection I. *Area and bulk regulation* is amended by deleting Parenthetical (1) and re-numbering Parenthetical (2) *General criteria* as Parenthetical (1).

9. Subsection M. *Other regulations*; Parentheticals (1), (2) and (11) are deleted in their entirety and replaced as follows-

- “(1) Stormwater Management shall conform with DEP and township regulations.
- (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. 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.
- (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 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.”

10. Subsection M. *Other regulations*; Parentheticals (13 - (17) are deleted in their entirety and replaced as follows-

- “(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 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.
- (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 non-residential 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 non-residential 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 non-residential 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 residential 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 III. The Hanover Township Code of Ordinances; Part II *General Legislation*; Chapter 185 *Zoning*; Article XIV *Zoning Hearing Board*; § 185-54 *Conditional Uses*; Subsection E *Specific standards for conditional uses* is amended as follows:

1. Parenthetical (15) *Specific Aircraft Flightpath Highway Business District (AFHBD) Zone conditional use requirements*; Sub parenthetical (b) *Specific regulations applicable to these conditional uses*; Sub parenthetical [7] is deleted in its entirety and replaced as follows-

“[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 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.

[8] Grower/processor facilities shall also be subject to the criteria under § 185-54E(20).

[9] Solar energy farms shall also be subject to the criteria under § 185-54E(37).”

2. Add the following-

“(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:

[1] 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.

[2] 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 IV. SEVERABILITY. The provisions of this Ordinance are severable, and if a court of competent jurisdiction declares any provision of this Ordinance to be invalid or ineffective in whole or in part, the effect of such decision shall be limited to those provisions which are expressly stated in the decision to be invalid or ineffective, and all other provisions of this Ordinance shall continue to be separately and fully effective.

SECTION V. REPEALER. All Ordinances or parts of Ordinances or Resolutions conflicting with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION VI. EFFECTIVE DATE. This Ordinance shall be effective immediately upon adoption.

ORDAINED and ENACTED this ____ day of _____, 2026, at a regular public meeting after public hearing thereon.

ATTEST:

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

By: KIMBERLY LYMANSTALL,
Secretary

By: SUSAN A. LAWLESS, ESQUIRE,
Chair

DRAFT

RESOLUTION 26 - 17

WHEREAS, Ordinance 11-02, Section 172-75.B of the Township of Hanover, Northampton County allows for the establishment of a schedule of fees for towing and/or storage of vehicles pursuant to the provisions of Article VII Towing of the Township of Hanover Code of Ordinances, as from time to time may be amended by resolution of the Board of Supervisors of the Township of Hanover, Northampton County; and

WHEREAS, in keeping with good practice, the Board of Supervisors of the Township of Hanover, Northampton County periodically receives the schedule of fees for towing and/or storage and makes appropriate revisions and/or modifications.

NOW, THEREFORE, BE RESOLVED, and it is resolved and enacted that the Schedule as set forth on **Exhibit "A"** attached hereto is established for fees for towing and/or storage shall become effective **January 1, 2027**.

That any resolution, or part of resolution, inconsistent with the Resolution be and the same is hereby repealed insofar as the same affects the matters contained in this Resolution.

IN TESTIMONY WHEREOF, the undersigned TOWNSHIP has caused this resolution to be signed by a duly authorized officer and its corporate seal, duly attested by the Board Secretary, to be hereunto affixed this **27th** day of **October 2026**.

ATTEST:

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

By: _____
Kimberly R. Lymanstall. Secretary

By: _____
Susan M. Lawless, Esq.
Board of Supervisors

Exhibit A

HANOVER TOWNSHIP – NORTHAMPTON COUNTY
SCHEDULE OF FEES – TOWING/STORAGE

Effective January 1, 2027

Towing Light Duty; up to 10,000 GVRW	\$175
Towing Medium Duty; 10,001-26,000 GVRW	\$300
Township Heavy Duty; 26,001 80,000 plus GVRW	\$550
Debris Clean Up	Up to \$50
Winching; up to 10,000 GVRW	\$85
Winching; 10,001-26,000 GVRW	\$160
Winching; 26,001 80,000 plus GVRW	\$300
Crash Wrap	\$50 per opening
Storage; up to 10,000 GVRW - unsecured	Up to \$60 per day
Storage; 10,001-26,000 GVRW - unsecured	Up to \$80 per day
Storage; 26,001 80,000 plus GVRW – unsecured	Up to \$100 per day
Storage; up to 10,000 GVRW - secured	Up to \$95 per day
Storage; 10,001-26,000 GVRW - secured	Up to \$125 per day
Storage; 26,001 80,000 plus GVRW – secured	Up to \$250 per day
Yard Fee	\$60
Additional charge for extra labor necessary to effect removal of vehicle. Such labor includes, but not limited to, shoveling of snow, and similar activities.	Up to 47.00 per each ½ hour (or any part thereof) when labor is necessary per occurrence
Snow Emergency Rates	Regular rates apply

Note: A police investigation supersedes the “Duty Tow” Schedule. A police officer can request any of the approved towing companies to impound a motor vehicle or police impound.