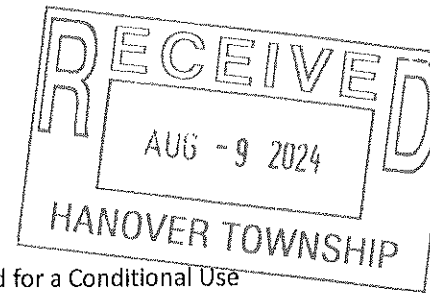


HANOVER TOWNSHIP, Northampton County
3630 Jacksonville Rd, Bethlehem PA 18017
Phone 610-866-1140 Fax 610-758-9116



APPLICATION FOR A CONDITIONAL USE

Application is made this _____ day of _____, 20 24 by the undersigned for a Conditional Use
Pursuant to the terms and provision of the Hanover Township Zoning Ordinance, as amended.

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

1. Address of property for which Conditional Use is requested: 90 Highland Avenue

Tax Parcel No.: M6 15 10X 0214 Current Zoning District of property: PIBD
2. (a) The Dimension of the land area are: See plan.
(b) The real estate contains _____ square feet
3. The real estate in question is presently classified under the Hanover Township Zoning Ordinance as:
A limited service hotel and motel establishment.
(a) The real estate is presently used for the purpose of: a business office building.

(b) and contains buildings and other improvements consisting of (if real estate is vacant land, so note):
A business office building, a pre-existing bank building (a Wawa that has not yet been constructed is also proposed on site.) and a Medical Office building (not constructed yet)

II. OWNER INFORMATION

1. Owner of property: 90 Highland, LLC Telephone 610-395-3333
(all parties to the title must be listed, attach additional page if needed)
Address 3150 Coffeetown Road, Orefield, PA 18069

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

1. Applicant (if different from Owner) 90 Highland LLC Telephone 610-395-3333
(all parties must be listed, attach additional page if needed)
Address 3150 Coffeetown Road, Orefield, PA 18069
2. If Applicant is not the owner, state Applicant's authority to submit this application
3. Attorney representing Petitioner: Erich J. Schock, Esquire Telephone 610-797-9000
Address 645 W. Hamilton Street, Suite 800, Allentown, PA 18101
4. Petitioner appeals or makes application from the order, requirement, decision or determination of the Zoning Administrator or other Township Official made on _____, 20 24, which was as follows: (quote, or if insufficient space, attach additional page) _____

5. Petitioner claims that the variance, exception, or other relief should be granted as herein requested under the following sections of the Hanover Township Zoning Ordinance. (cite all sections supporting your position, or relevant to the consideration of your Petition) _____
185-35.D; 185-54.E.(9)(as amended by Ordinance No. 2403)

RECEIVED

AUG -9 2024

HANOVER ENGINEERING

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

(a) Building(s) to be erected: See Plan and Narrative.

(b) Building(s) to be changed: See Plan and Narrative.

(c) Building(s) to be used for: See Plan and Narrative.

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

8. Petitioner believes that the exceptions, variance, Conditional Use or other relief requested should be granted for the following reasons: (attach additional sheet if necessary) Please see Narrative.

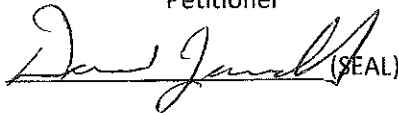
9. Petitioner agrees to comply with all provisions of the Hanover Township Zoning Ordinance and is aware that the Ordinance provides for penalties for violations of its provisions.

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

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

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

90 Highland LLC
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 Lehigh)

) ss:

ON THIS, the 8th day of August, 2024, before me, Kimberly Seip the undersigned officer,

personally appeared, David Jaiindi,
known to me (or satisfactorily proven) to be the person whose name (is)(are) subscribed to the within instrument, and
acknowledged that he executed the same for the purposes therein.

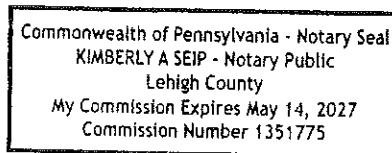
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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

Sworn to and subscribed before me

This 8th day of Aug. 2024

Kimberly A Seip
NOTARY PUBLIC



FOR CORPORATE PETITIONERS:

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF _____)

) ss:

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

personally appeared, _____,
who acknowledged _____ self to be the _____ of
_____, a corporation, and that he as such _____ being
authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the
corporation by _____ self as _____.

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

Signature of the Petitioner taking affidavit

Sworn to and subscribed before me

This _____ day of _____ 20 ____.

NOTARY PUBLIC

GENERAL INSTRUCTION FOR CONDITIONAL USE HEARING

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



HanoverEngineering

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

September 6, 2024

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

RE: Jaindl Land Company Commercial
Development
90 Highland Avenue & 3865 Adler Place
Conditional Use Plan
Hanover Project H24-23

Dear Mark:

We have reviewed the above-referenced Conditional Use Application submission, dated August 05, 2024, for conformance with relevant sections of the Zoning Ordinance, for a proposed Limited-Service Hotel and Motel, as part of a retrofit to an existing site. We offer the following comments for the Township's consideration.

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

A. GENERAL INFORMATION

1. The Applicant proposes a four-story, 123 room Limited Service Hotel and Motel with 171 parking spaces at 90 Highland Avenue. The site is located within the Planned Industrial/Business Park District (PIBD), and a Limited Service Hotel and Motel is a Conditional Use subject to Board of Supervisors approval within this district.
2. The site is located along the east side of Bath Pike (Route 512), between Highland Avenue and Brodhead Road. The site is bordered on the west by Bath Pike (Route 512), on the north by office buildings, and on the east by Adler Place.
3. Please note the Site Plan no longer proposes an addition to the Steigler-Wells Building.

B. ZONING ORDINANCE – CHAPTER 185

- * Section 185-17 – The Applicant shall clarify whether the drives along the sides of the building are designed to accommodate two-way or one-way traffic. Appropriate traffic directional signs shall be provided accordingly.

- * Section 185-17.F – All parking areas of more than twenty-five (25) spaces shall be landscaped subject to review of the Planning Commission and approval of the Board of Supervisors.
- * Section 185-18.A– The following comments regarding the proposed off-street loading areas shall be satisfactorily addressed:
 - 1. Turning templates shall be provided to demonstrate the largest anticipated delivery (SU-40, tractor trailer, etc.) and emergency vehicles can adequately maneuver through the proposed driveway and site.
- * Sections 185-20, 22, 35.A.(1) and 54.D – The Applicant shall submit evidence to the satisfaction of the Board of Supervisors that the proposed use will be in compliance with the performance standards and requirements of these Sections. Additionally, a statement shall be added to the plan acknowledging the owner's understanding of the applicable performance standards and stating the agreement to conform with the same at all times.

Section 185-35.D.(5) – Maximum building height in PIBD zone is 45 feet. Architectural drawings list a maximum building height of 70 feet.
- * Sections 185-35.A.(2) and 185-54.B.(2) – All applications for proposed uses within the PIBD District and a conditional use shall submit a Site Plan in accordance with Section 185-22.C of this Chapter. The Applicant has submitted a Conditional Use Site Plan with this submission and has concurrently submitted a Preliminary/Record Land Development Plan for the proposed Wawa and Medical office Building, which will be reviewed separately. The following Site Plan comments regarding the Conditional Use Site Plan shall be satisfactorily addressed:
 - 1. The location of all proposed utilities shall be identified. Section 185-22.C.(1)(c)
 - 2. The locations and dimensions of all existing dwellings and driveways shall be identified. Section 185-22.C.(1)(c)
 - 3. The dimensions of the proposed building shall be identified. Section 185-22.C.(1)(c)
 - 4. The location of the proposed underground detention basin shall be identified. Section 185-22.C.(1)(g)
 - 5. The location and specification of all proposed exterior lighting shall be identified. Section 185-22.C.(1)(i)

Sections 185-54.E.(9)(f) – The following accessory uses are specifically prohibited with the limited service hotel and motel establishment use:

 - 1) Bar
 - 2) Restaurant
 - 3) Lounge
 - 4) Auditorium
 - 5) Meeting Rooms
 - 6) Banquet Rooms

- * Sections 185-54.E.(9)(h) – In the PIBD District, the limited service hotel and motel establishment shall have no more than two (2) oversized parking spaces, which amount shall be determined by the Township Board of Supervisors during the land review process. In addition, signage shall be erected at locations determined by the Township Board of Supervisors during the land review process that otherwise prohibits the parking of oversized/utility vehicles and tractor-trailers on the property except in any designated oversized spaces, the dimensions of which shall be 10' by 36'.

Sections 185-54.E.(9)(i) – In the PIBD District, the limited service hotel and motel establishment shall not be a monthly rate hotel and not be intended primarily for use by long-term visitors. Long-term visitors are visitors who stay for a period of more than 30 consecutive days. Further, no room shall include a full-sized oven.

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

Respectfully,

HANOVER ENGINEERING

A handwritten signature in black ink, appearing to be 'B. Kocher', with a large loop and a trailing line.

Brien R. Kocher, PE
Township Engineer

brk:jcn/jam

S:\Projects\Municipal\HanoverTwp\H24-23-90HighlandAve-HotelConditionalUse\Docs\09-06-24 90HighlandAve-Hotel-ConditionalUseReviewLtr.doc

cc: Hanover Township Board of Supervisors
Hanover Township Planning Commission
James L. Broughal, Esquire
Ms. Tracy Luisser, Zoning Administrator
Erich Schock, Esquire
Mr. David Jaendl, Jaendl Land Company and 90 Highland LLC.
Ms. Nicole Galio, Jaendl Land Company and 90 Highland LLC.
Mr. Jeffrey Beavan, Bohler Engineering, Inc.

Prepared by and Return to:

James L. Broughal, Esquire

Broughal & DeVito, L.L.P.

38 West Market Street

Bethlehem, PA 18018

(610) 865-3664

Northampton County Parcel I.D.: M5 5 1 0214

6292 Hanoverville Road, Hanover Township

MINOR SUBDIVISION IMPROVEMENTS AGREEMENT
HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA
6292 HANOVERVILLE ROAD

THIS AGREEMENT, made this 26th day of August, 2024, by and between

HANOVER TOWNSHIP, a municipal corporation of the County of Northampton, and

Commonwealth of Pennsylvania, party of the first part;

AND

AIRPORT ROAD PARTNERS, LP, a Pennsylvania limited partnership, with an address at 1177 Sixth Street, Whitehall, PA 18052 (hereinafter referred to as "Owner") party of the second part.

WITNESSETH:

WHEREAS, the Township of Hanover, Northampton County, Pennsylvania (hereinafter referred to as "Township") 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, the Township has adopted Subdivision Regulations and various other ordinances including the Hanover Township Zoning Ordinance, pertaining to the regulation of residential subdivision in the Township; and

WHEREAS, a certain Owner or Owners of land in the Township desire to subdivide said land in accordance with the Township 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.

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings herein set forth and in further consideration of the Board of Supervisors of the Township affixing its approval on a certain minor subdivision plan presented by the Owner, and intending to be legally bound hereby, for other good and valuable considerations, the parties agree as follows:

FIRST: The Owner shall provide throughout the Minor Subdivision (as hereinafter defined) and as shown on the Preliminary/Record Plan - 6292 Hanoverville Road Minor Subdivision Master Plan; approved conditionally by the Township Planning Commission on May 2, 2022 and conditionally approved by the Township Board of Supervisors on April 25, 2023 (the "Minor Subdivision Plan"); the improvements more fully described in the Minor Subdivision Plan dated May 29, 2020, as revised, ordinances and regulations of the Township and those specifically described *in Exhibit "A"*, which is attached hereto and made a part hereof (the "Improvements").

SECOND: All Improvements required under this Agreement shall be constructed in accordance with the Township Regulations, all other Township Requirements and specifications and all Northampton County and Commonwealth of Pennsylvania requirements and specifications, including, but not limited to, the specifications which are more fully described in *Exhibit "B"*, which is attached hereto and made a part hereof.

THIRD: All Improvements required under this Agreement shall be completed in accordance with the above-stated requirements within twelve (12) months of the date of this Agreement.

FOURTH: The Township, or its duly authorized agent, shall be the sole judge of whether the Improvements have met all the requirements and specifications of the Township, Northampton County and the Commonwealth of Pennsylvania.

The Township, or its duly authorized agent, the Township Engineer, shall be the sole judge of whether all Improvements have been completed in accordance with said requirements and specifications within twelve (12) months of the date of this Agreement.

FIFTH: To ensure compliance with the provisions of this Agreement and, in particular, that all Improvements meet Township, County and State requirements, and that the Improvements be completed within the time periods set forth in paragraph "THIRD", the Owner of the land which makes up the Minor Subdivision Plan shall deliver to the Township an irrevocable letter of credit or other type of security in a form approved by the Township Solicitor in the amount of SIXTY-FIVE THOUSAND THREE HUNDRED NINETY-SEVEN AND 18/100 (\$65,397.18) Dollars (the "Security"). The Security shall be restricted in use to the financing of the installation of the Improvements called for in this Agreement. It is clearly understood that the Township may, at any time within the time periods set forth in paragraph THIRD, when in its sole and absolute opinion the installation of the Improvements are not progressing to the Township's satisfaction, draw upon the Security to finance the installation of any and all of the required Improvements provided that Township shall first give Owner written notice of any deficiency in progress and Owner shall have a reasonable opportunity to cure any such deficiency, which period shall not exceed thirty (30) days.

SIXTH: The Minor Subdivision Plan shall not be recorded with the Recorder of Deeds of Northampton County, Pennsylvania, and Township building permits shall not be granted to the Owner of the land which makes up the minor subdivision (the "Minor Subdivision") in accordance with the terms of this Agreement, until after the posting of and approval of the required Security envisioned herein.

SEVENTH: It is clearly understood that the Township will make no improvements in this Minor Subdivision nor will they accept by dedication or otherwise any of the streets or roads, or right-of-ways, if any, contained in this Minor Subdivision unless and until all requirements and specifications of the Township, as have been set forth in this Agreement, have been met by the Owner of the land which makes up the Subdivision. It is further understood that the Township will neither maintain nor keep the roads or streets of said site, if any, clear of snow, ice or debris unless and until all requirements and specifications of the Township as have been set forth in this Agreement, have been met by the Owner of the land which makes up the Subdivision.

It is further understood that the Township will not be responsible to maintain or correct any drainage problem or sewage problem which might exist or arise in the Subdivision.

EIGHTH: The Township or its duly authorized agent, the Township Engineer, shall be the sole judge of whether or not the Owner or Owners have complied with the requirements and specifications of the Township and shall determine, at its sole discretion, whether or not the street, road/cartway system, drainage system, and sewage system of the Minor Subdivision should be approved and accepted by the Township, or other appropriate Township governmental authority.

The Township Engineer shall inspect and approve in writing all of the Improvements as more fully shown in *Exhibit "A"*, as each stage of construction of the Improvements is completed. A schedule of the stages is attached hereto and made a part hereof as *Exhibit "B"*. The Owner or

Owners shall not proceed to another stage of construction of the Improvements without the written approval of the Township Engineer and it shall be the responsibility of the Owner or Owners to notify the Township Engineer, in writing, when a stage of construction of the Improvements has been completed so as to be ready for inspection. Should the Owner or Owners fail to obtain written approval from the Township Engineer, which approval shall not be unreasonably withheld or delayed, to proceed to any stage of construction of the Improvements, then, in that event, the Township Engineer may require, if the Improvements are not in compliance with Township standards, the Owner or Owners to tear out and remove the Improvements and to proceed again with its construction or order additional Security to be posted for the future repair and maintenance of the Improvements. The course of action to be followed in all cases is to be determined solely by the Township Engineer. All reasonable and proper costs of the inspections by the Township Engineer of the Improvements are to be paid for by the Owner or Owners and the failure to pay the costs shall be sufficient reason and justification for withholding approval of the construction, building permits, and occupancy permits.

NINTH: If all Improvements required under this Agreement have not been completed in accordance with the requirements set forth in this Agreement within the twelve (12) month period, then, in that event, the prior approval of the Minor Subdivision Plan by the Board of Supervisors and Planning Commission of the Township may be revoked with notice to the Owner, and the Owner or Owners of the land may resubmit their prior final Minor Subdivision Plan for approval to the Planning Commission and Board of Supervisors of the Township in accordance with the subdivision and zoning regulations then in force. In acting upon their submitted final Minor Subdivision Plan, the Board of Supervisors and Planning Commission of the Township shall apply the provisions, regulations and requirements of the Township Subdivision and Zoning Regulations

and Ordinances in effect at the time of the resubmission. At the time of the resubmission, the Board of Supervisors and the Planning Commission of the Township may modify this Agreement and impose the acceptance of the modifications, if any, as a condition precedent to the re-approval of the Minor Subdivision Plan.

TENTH: All reasonable and proper Township Engineering costs, including, but not limited to, the inspection of the Improvements, shall be paid by the Owner or Owners of the land which makes up the Subdivision.

ELEVENTH: All reasonable and proper Township Solicitor (legal) costs, including, but not limited to, the preparation of this Agreement shall be paid by the Owner of the land which makes up the Subdivision.

TWELFTH: All recording fees, including, but not limited to, the recording of this Agreement, deed or deeds of dedication, resolution of street acceptance, shall be paid by the Owner or Owners of the land which makes up the Subdivision.

THIRTEENTH: The Owner certifies and represents to the Township, and the Township hereby relies on said certification and representation, that the Owner has received proper legal advice and is aware of the entire impact of this Agreement and further understands each and every provision.

FOURTEENTH: The undersigned, herein designated as Owner hereby certifies that it is the only Owner, and that no other person, partnership, corporation, business trust, or any other organization, has any interest pertaining to the lands which are the subject of the within Agreement, and this representation is made with full knowledge that the Township will rely upon the same in accepting any evidence in indebtedness of security as required herein.

FIFTEENTH: The Owner hereby agrees to enter into a Minor Subdivision Maintenance Agreement providing for the posting of security in an amount equal to fifteen (15%) percent of the total amount of the cost of those Improvements being dedicated to the Township in a form approved by the Township Solicitor and/or the Board of Supervisors of the Township to guarantee that those Improvements (the "Maintenance Security") shall be maintained for a period of eighteen (18) months as specified in the Minor Subdivision Maintenance Agreement. The Maintenance Security shall be furnished by the Owner or Owners and approved, as herein provided, prior to the Township releasing the Security obtained to secure the Improvements.

SIXTEENTH: Owner will make provisions for and be personally responsible for removing all mud and debris from all vehicles and equipment leaving the Minor Subdivision onto the Township streets adjoining the area to be developed under this Agreement and shall remove any debris and litter which may fall upon any Township streets. If the mud and debris is not removed and properly washed down within twenty-four (24) hours after verbal notice from the Township to the Owner, then, in that event, the debris and litter may be removed from the street(s) by the Township at the Owner's expense and the Owner shall be billed for the expense, plus 20% surcharge for administrative expense plus the costs expended by the Township if a municipal lien must be filed, which expense the Owner or Owners hereby agree to pay.

SEVENTEENTH: Owner and the successors and assigns of the Owner shall be solely responsible for any and all damage caused by Owner, its agents, successors or assigns in the development of the land, which encompasses the Subdivision, and shall, at its own expense repair any damage done to abutting property owners or their land because of any negligent act on the part of the Owner, its agents, successors or assigns in the development of the Subdivision. The Owner shall indemnify and save harmless the Township, its agents and consultants, from and against all

liability for or on account of any injury or damages, received or sustained by any person or persons by reason of any such act or neglect on the part of the Owner, its agents or employees, or by reason of the condition of the land which encompasses the Subdivision, or the installation of any drainage facilities, or in consequence of any negligence in guarding the same or as a result of any alleged breach of any statutory duty or obligation on the part of the Township or of the employees of the Township in respect to the condition of the land or guarding the same.

EIGHTEENTH: The Township will notify the Owner, upon receipt of written notice from the Owner, that all of the Improvements have been made, of its decision regarding approval or rejection of these Improvements following the procedure outlined under Section 510 of the Pennsylvania Municipalities Planning Code, Act of July 31, 1968, P.L. 805, as amended, 53 P.S. Section 10510, which is incorporated in this Agreement in total by reference.

NINETEENTH: Owner shall pay to the Township (i) a residential Tapping Fee in the amount of \$1,860.06; (ii) a Connection Fee in the amount of \$472.50; and (iii) a Customer Facilities Fee in the amount of \$330.00 (hereinafter collectively referred to as "Sewer Fees"). The Sewer Fees shall be paid when Township issues the building permit.

TWENTIETH: Time is agreed to be of the essence of this Agreement.

TWENTY-FIRST: Default. In the event the Owner defaults under the terms and conditions of this Agreement, the following provisions shall apply:

(a) Right to Draw Upon Security. The Township shall have the right to draw upon the Security in accordance with its terms and in such amounts as to enable the Township to complete the Improvements. In addition, the Township shall have the right to bring an action at

law or in equity against Owner in the event the Security is insufficient to enable Township to complete construction and installation of the Improvements following default. In the event of any such action, suit or proceeding brought by Township against Owner for defaults hereunder, the Owner agrees to pay the Township's reasonable attorneys' fees and court costs incurred in such action as may be awarded by a court having jurisdiction over the parties and subject matter of such dispute. The Township's exercise of its rights under the Security shall not bar it from pursuing its rights under this Agreement, the parties agreeing that the Township's rights hereunder are cumulative and not exclusive.

(b) Confession of Judgment. In the event the Township draws upon the Security in accordance with its terms and the Township completes the Improvements at a cost in excess of the amount of the Security, then, and under such circumstances, Owner agrees to reimburse Township upon demand for such deficiency. Owner shall have thirty (30) days to pay any such deficiency to Township. In the event Owner fails to pay such deficiency to the Township, as provided above, then, and under such circumstances, OWNER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS TOWNSHIP BY ANY ATTORNEY OF ANY COURT OF RECORD OF PENNSYLVANIA AS ATTORNEY FOR OWNER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST OWNER FOR THE AMOUNT OF SUCH DEFICIENCY FOR WHICH AN AFFIDAVIT SIGNED BY AN OFFICER OF THE TOWNSHIP SETTING FORTH SUCH AMOUNTS AS ARE THEN DUE SHALL BE PRIMA FACIA EVIDENCE, PLUS TEN PERCENT (10%) THEREOF BUT NOT LESS THAN ONE THOUSAND (\$1,000.00) DOLLARS AS A REASONABLE ATTORNEYS FEE, WITH COSTS OF SUIT. SUCH AUTHORITY SHALL NOT BE EXHAUSTED BY ANY ONE EXERCISE THEREOF BUT JUDGMENT MAY BE CONFESSED AS AFORESAID FROM TIME TO TIME AS

OFTEN AS THERE IS A DEFICIENCY UNDER SUCH SECURITY PROVIDED, HOWEVER, TOWNSHIP HAS GIVEN OWNER THIRTY (30) DAYS WRITTEN NOTICE OF SUCH DEFICIENCY AND DEMANDED PAYMENT WITHIN SUCH THIRTY (30) DAY PERIOD OF TIME.

(c) Certain Waivers and Releases. In any amicable action, suit or proceeding brought by Township under the provisions of paragraph 21(b) of this Agreement, Owner hereby releases and agrees to release Township from all errors and defects whatsoever of a procedural nature in entering such Confession of Judgment or in causing any Writ to be issued or in proceeding on such Writ or concerning the same, provided that Township shall have failed in such action, suit or proceeding an Affidavit of an officer of the Township setting forth the facts necessary to support the entry of such Judgment or the issuance of such Writ according to the terms of this Agreement, of which facts such Affidavit shall be prima facie evidence. If a copy of this Agreement verified by an officer of the Township shall be filed in such action, suit or proceedings, it shall not be necessary to file the original as a warrant of attorney, any rule of court, custom or practice to the contrary notwithstanding.

TWENTY-SECOND: The Americans With Disabilities Act.

(a) The Owner acknowledges and agrees that pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., the Owner understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Owner agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable

to the benefits, services, programs, and activities provided by the Township through agreements with outside contractors.

(b) The Owner agrees that all Improvements constructed pursuant to this Agreement shall be constructed in accordance with terms and provisions of Titles I, II and III of The American With Disabilities Act, 28 C.F.R. 35.101 et seq., if applicable.

(c) The Owner shall be responsible for and agrees to indemnify and hold harmless the Township from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Township as a result of the Owner failure to comply with the provisions of this paragraph.

TWENTY-THIRD: Owner shall hold harmless the Township, its agents and employees, from and against any and all manner of suits, claims and/or demands brought against the Township, its agents or employees, by any property owners claiming damage as a result, directly or indirectly, from this proposed subdivision, and the Owner shall indemnify the Township, its agents and employees, for all costs and expenses (including but not limited to reasonable attorneys' fees) incurred in connection with any such suit, claim and/or demand by any property owners as aforesaid.

TWENTY-FOURTH: All references herein to sections, subsections, paragraphs, clauses and other subdivisions of this Agreement; and the words "herein", "hereof", "hereby", "hereto", "hereunder" and words of similar import, refer to this Agreement as a whole and not to any particular sections, subsections, paragraph, clause or other subdivision hereof. This Agreement shall be deemed to have been made under, and shall be governed by the laws of the Commonwealth of Pennsylvania in all respects, including matters of construction, validity and performance.

TWENTY-FIFTH: If any provision of this Agreement is prohibited by, or is unlawful or unenforceable under any applicable law of any jurisdiction, such provision shall, as to such jurisdiction be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof, provided, however, that any such prohibition in any jurisdiction shall not invalidate such provisions in any other jurisdiction; and provided further, that where the provisions of any such applicable law may be waived by the parties to the full extent permitted by law to the end that this Agreement shall be deemed to be a valid and binding Agreement in accordance with its terms.

TWENTY-SIXTH: Owner acknowledges that Township has and does rely upon each and every term, paragraph, representation, covenant, warranty and provision of this Agreement as inducement to enter into this Agreement.

TWENTY-SEVENTH: No delay or failure of Township in exercising any right, power or privilege hereunder shall affect such right, power or privilege, nor shall any single or partial exercise thereof, or the exercise of any other power, right or privilege. The rights of Township under this Agreement are cumulative and not exclusive of any right or remedies which Township would otherwise have.

TWENTY- EIGHTH: No waiver or any breach of this Agreement to Township shall constitute a continuing waiver or a waiver of any subsequent breach either of the same or another provision of this Agreement.

TWENTY-NINTH: The place of execution, contract, and performance is mutually agreed to be Hanover Township, Northampton County, Pennsylvania.

THIRTIETH: All the understandings and agreements heretofore had between the parties hereto, are merged in this Agreement, which alone fully and completely expresses their agreement,

and this Agreement is entered into after full investigation, neither party relying upon any statement or representation not embodied in this contract made by the other.

THIRTY-FIRST: The Owner agrees that the Superpave Wearing Surface roads or portions of roads to be dedicated to the Township, if any, shall not be laid until the Owner is authorized in writing by the Township or its duly authorized agent, said authorization to not be unreasonably withheld. It is clearly understood that this provision in no way relieves the Owner from completion of the Improvements within the time periods stated in this Agreement, unless otherwise agreed to by the Township and Owner.

THIRTY-SECOND: This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto.

THIRTY-THIRD: Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

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

ATTEST:

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA


By: _____
Kimberly Lymanstall, Secretary


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

WITNESS:

OWNER:

AIRPORT ROAD PARTNERS, LP,
a Pennsylvania limited liability company


Print Name: JOEL WIENER
Title: WITNESS


By: _____
Print Name: Abraham H. H. H.
Title: Manager

COMMONWEALTH OF PENNSYLVANIA :
 : ss.
COUNTY OF _____ :

ON THIS, _____ day of _____, 2024, before me, a Notary Public, the undersigned officer, personally appeared SUSAN A. LAWLESS, who acknowledged herself to be the Chair of the Board of Supervisors of Hanover Township, a municipal corporation and that she as Chair, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation by herself as Chair.

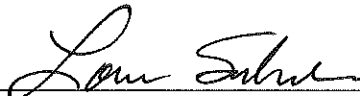
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC
My Commission Expires:

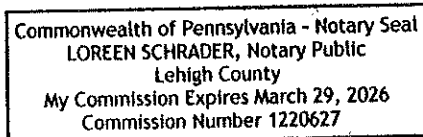
COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF NORTHAMPTON :

ON THIS 26th day of AUGUST, 2024, before me, a Notary Public, the undersigned officer, personally appeared ABRAHAM R. ATIYEH, and acknowledged that he/she is the MANAGER of AIRPORT ROAD PARTNERS, LP, and that as such officer was authorized to execute the within instrument on behalf of AIRPORT ROAD PARTNERS, LP, for the purposes therein contained.

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



NOTARY PUBLIC
My Commission Expires: 3.29.2026



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

S:\Projects\Municipal\Hanover Twp\1120-24-b2924 Hanoverville Road Subdivision\Docs\1120-24-b2924 Hanoverville Road\6292 Hanoverville Rd-Exhibit A.doc

EXHIBIT “A”

6292 HANOVERVILLE ROAD

PRELIMINARY/RECORD MINOR SUBDIVISION PLAN

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

APRIL 1, 2024

SPECIFICATIONS AND PLANS

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.

INSPECTION SCHEDULE

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:

1. Tree Protection Fence – before any site work occurs.
2. Erosion and Sedimentation Control – before any earth disturbance occurs.
3. Sanitary Sewer – prior to starting and during construction.
4. Water System – prior to starting and during construction.
5. Landscaping and Other Improvements – prior to starting and at completion of work.

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.

S:\Projects\Municipal\HanoverTwp\1120-24-6292\HanovervilleRoadSubdivision - Doc\1120-24\FinalHouseMinor6292\HanovervilleRD-ExhibitB.doc

EXHIBIT “B”

Prepared by/Return to:

James L. Broughal, Esquire
Broughal & Devito, L.L.P.
38 West Market Street
Bethlehem, PA 18017

Northampton County Parcel I.D. # M5 5 1 0214
6292 Hanoverville Road, Hanover Township

MINOR SUBDIVISION MAINTENANCE AGREEMENT
HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA
6292 HANOVERVILLE ROAD

THIS AGREEMENT, made this 26th day of August, 2024, by and between
HANOVER TOWNSHIP, a municipal corporation organized and existing under the laws of the
Commonwealth of Pennsylvania (hereinafter called "Township") party of the first part;

A N D

AIRPORT ROAD PARTNERS, LP, a Pennsylvania limited partnership, with an address at 1177
Sixth Street, Whitehall, PA 18052 (hereinafter called "Owner"), party of the second part.

W I T N E S S E T H:

WHEREAS, the Township has approved a minor subdivision plan known as the
Preliminary/Record Plan - 6292 Hanoverville Road Minor Subdivision Master Plan (hereinafter
called "Minor Subdivision Plan"); and

WHEREAS, the Owner and Township entered into a Minor Subdivision Improvements
Agreement (hereinafter called "Minor Improvements Agreement") for the Minor Subdivision
Plan; and

WHEREAS, pursuant to the terms of the Minor Improvements Agreement, Owner is
obligated to maintain certain municipal improvements that Owner has dedicated or will be
dedicating to Township and Township has accepted or will be accepting (the "Improvements") for
a period of eighteen (18) months from the date of written acceptance by the Township; and

WHEREAS, the parties hereto desire that the agreement for the maintenance of the Improvements shall be in writing.

NOW, THEREFORE, in consideration of the premises and the mutual promises and undertakings herein set forth and in further consideration of the Township affixing its approval on a certain Minor Subdivision Plan presented by the Owner or Owners, and intending to be legally bound thereby, for other good and valuable considerations, the parties agree as follows:

1. All "Whereas" clauses are incorporated herein by reference.
2. Owner hereby agrees to maintain, repair and refurbish in accordance with Section 509(k) of the Pennsylvania Municipalities Planning Code, Act 247 ("MPC") any and all of the Improvements for a period of eighteen (18) months following the date of final written acceptance of the Improvements by the Township (the "Maintenance Period"). Notification of acceptance of the Improvements shall be given by the Township to the Owner by certified mail return receipt requested.
3. During the Maintenance Period, the Owner shall make such repairs and perform such maintenance as may be necessary, in accordance with the approved plans and specifications to correct, repair, refurbish, maintain and replace any or all of the Improvements and further to correct and reinstall any deficiencies in the Improvements which may arise during the Maintenance Period.
4. All of the aforesaid obligations of Owner are hereby undertaken at Owner's sole cost and expense, and Owner agrees to hold harmless and indemnify the Township from any and all costs, expenses, claims and damages incurred by the Township because of the Owner's failure to maintain the Improvements.

5. The Improvements shall be maintained in accordance with all Township requirements and specifications, and conformity with this provision shall be determined solely by the Township or its duly authorized agent.

6. It shall be the duty of the Owner to notify the Township, in writing, ninety (90) days prior to the expiration of the Maintenance Period that the Improvements are ready for inspection by the Township.

7. Prior to the expiration of a thirty (30) day period following written notification, the Township shall notify, in writing, the Owner of those Improvements which need repairs, modifications, corrections, or replacement.

8. The Owner acknowledges and agrees that the Maintenance Period shall be extended to enable the Township to inspect Improvements and to require the Owner to repair and maintain the Improvements upon failure of the Owner to give any written notice as may be required by this Agreement.

9. In the event that repairs, modifications, corrections or replacement of the Improvements are required pursuant to this Agreement, the term of the Maintenance Period and term of the security posted by the Owner to guarantee the maintenance of the Improvements shall be automatically extended until such time as all Improvements are finally accepted in writing, by the Township.

10. A maintenance guarantee and/or security shall be provided to the Township in a form satisfactory to the Township and shall be in such amount as shall be approved by the Township prior to the release of the security posted under the Minor Improvements Agreement for completion of the construction of the Improvements.

11. Nothing herein contained shall diminish the rights of the Township under any law or agreement insofar as they affect the Plan.

12. The parties hereto agree that the rule of contract law in the event of an ambiguity or problem of construction, the same will be resolved against the drafter of the instrument being construed, is hereby waived.

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

14. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

15. The parties hereto covenant, warrant and represent to each other good faith, reasonable cooperation, due diligence and honesty in fact in the performance of all obligations of the parties pursuant to this Agreement. All promises and covenants are mutual and dependent.

16. Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.

17. Except as otherwise provided within this Agreement, neither party hereto may transfer or assign this Agreement without the prior written consent of the other party.

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

19. In the event that 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.

20. Township agrees that any review, approval, discretion, opinion or judgment to be made by Township and/or its duly authorized Agent, including its Engineer and Solicitor shall be reasonable.

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

ATTEST:

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA

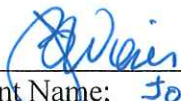
By: _____
Kimberly Lymanstall, Secretary

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


WITNESS:

OWNER:

AIRPORT ROAD PARTNERS, LP,
a Pennsylvania limited liability company



Print Name: JOEL WIENER
Title: WITNESS



By: _____
Print Name: Abraham M. Hirsch
Title: Manager

COMMONWEALTH OF PENNSYLVANIA :
 : ss.
COUNTY OF _____ :

ON THIS, _____ day of _____, 2024, before me, a Notary Public, the undersigned officer, personally appeared SUSAN A. LAWLESS, who acknowledged herself to be the Chair of the Board of Supervisors of Hanover Township, a municipal corporation and that she as Chair, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipal corporation by herself as Chair.

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

NOTARY PUBLIC
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF NORTHAMPTON :

ON THIS 26th day of AUGUST, 2024, before me, a Notary Public, the undersigned officer, personally appeared ABRAHAM R. ATIYEH, and acknowledged that he/she is the MANAGER of AIRPORT ROAD PARTNERS, LP, and that as such officer was authorized to execute the within instrument on behalf of AIRPORT ROAD PARTNERS, LP, for the purposes therein contained.

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

Loren Schrad
NOTARY PUBLIC
My Commission Expires: 3.29.2026

Commonwealth of Pennsylvania - Notary Seal LOREEN SCHRADER, Notary Public Lehigh County My Commission Expires March 29, 2026 Commission Number 1220627
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RESOLUTION 24 – 24
HANOVER TOWNSHIP – NORTHAMPTON COUNTY

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

Be it **RESOLVED** that the Board of Supervisors of Hanover Township, Northampton County hereby requests a Local Share Account – Monroe County grant of \$371,960.78 from the Commonwealth Financing Authority to be used for Emergency Management, Hanover Township Volunteer Fire Company County Radios.

NOW THEREFORE, IT IS FURTHER RESOLVED THAT:

1. Any application for a grant from the Authority may be signed on behalf of the applicant by the officials of the Township of Hanover who, at the time of signing, has **TITLE** of **Chairman**, Board of Supervisors; or **Vice Chairman**, Board of Supervisors; or **Township Secretary, Township Treasurer or Township Manager**.
2. The signature page for the grant agreement can be executed on behalf of the Township by the Official who, at the time of the signing of the agreement, has the **TITLE** specified in paragraph 1 and the Township is bound by the grant agreement.
3. If this official signed the “**Signature Page for Grant Application**” prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
4. Any amendment to the grant agreement can be executed on behalf of the Township by the Official who, at the time of the signing of the agreement, has the **TITLE** specified in paragraph 1 and the Township is bound by the grant amendment.
5. This Resolution shall remain in effect and binding until rescinded or modified by the Board of Supervisors, Township of Hanover.

RESOLVED this 24th day of September 2024.

ATTEST

BOARD OF SUPERVISORS
Hanover Township,
Northampton County

By: _____
Beth A. Bucko, Assistant 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 24th day of September 2024, 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.

Beth A. Bucko, Assistant Secretary
Board of Supervisors,
Hanover Township - Northampton County

RESOLUTION 24 - 25
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 Local Share Account – Northampton & Lehigh Counties grant of \$371,960.78 from the Commonwealth Financing Authority to be used for Emergency Management, Hanover Township Volunteer Fire Company County Radios.

NOW THEREFORE, IT IS FURTHER RESOLVED THAT:

1. Any application for a grant from the Authority may be signed on behalf of the applicant by the officials of the Township of Hanover who, at the time of signing, has **TITLE** of **Chairman**, Board of Supervisors; or **Vice Chairman**, Board of Supervisors; or **Township Secretary, Township Treasurer** or **Township Manager**.
2. The signature page for the grant agreement can be executed on behalf of the Township by the Official who, at the time of the signing of the agreement, has the **TITLE** specified in paragraph 1 and the Township is bound by the grant agreement.
3. If this official signed the “**Signature Page for Grant Application**” prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
4. Any amendment to the grant agreement can be executed on behalf of the Township by the Official who, at the time of the signing of the agreement, has the **TITLE** specified in paragraph 1 and the Township is bound by the grant amendment.
5. This Resolution shall remain in effect and binding until rescinded or modified by the Board of Supervisors, Township of Hanover.

RESOLVED this 24th day of September 2024.

ATTEST

BOARD OF SUPERVISORS
Hanover Township,
Northampton County

By: _____
Beth A. Bucko, Assistant 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 24th day of September 2024 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.

Beth A. Bucko, Assistant Secretary
Board of Supervisors,
Hanover Township - Northampton County

RESOLUTION 24 – 26
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 Statewide Program; and

Be it **RESOLVED**, that the Board of Supervisors of Hanover Township of Northampton County hereby request a Local Share Account – Statewide grant of \$371,960.78 from the Commonwealth Financing Authority to be used for Emergency Management, Hanover Township Fire Company County Radios.

NOW THEREFORE, IT IS FURTHER RESOLVED THAT:

1. Any application for a grant from the Authority may be signed on behalf of the applicant by the officials of the Township of Hanover who, at the time of signing, has **TITLE** of **Chairman**, Board of Supervisors; or **Vice Chairman**, Board of Supervisors; or **Township Secretary**, **Township Treasurer** or **Township Manager**.
2. The signature page for the grant agreement can be executed on behalf of the Township by the Official who, at the time of the signing of the agreement, has the **TITLE** specified in paragraph 1 and the Township is bound by the grant agreement.
3. If this official signed the “**Signature Page for Grant Application**” prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
4. Any amendment to the grant agreement can be executed on behalf of the Township by the Official who, at the time of the signing of the agreement, has the **TITLE** specified in paragraph 1 and the Township is bound by the grant amendment.
5. This Resolution shall remain in effect and binding until rescinded or modified by the Board of Supervisors, Township of Hanover.

RESOLVED this 24th day of September 2024.

ATTEST

BOARD OF SUPERVISORS
Hanover Township,
Northampton County

By: _____
Beth A. Bucko, Assistant 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 24th day of September 2024 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.

Beth A. Bucko, Assistant Secretary
Board of Supervisors, Hanover Township -
Northampton County

LEASE AGREEMENT

This Lease is made and entered into on the _____ day of September 2024, between the **TOWNSHIP OF HANOVER**, Northampton County, a Pennsylvania municipal corporation, with an address of 3630 Jacksonville Road, Bethlehem, PA 18017-9302, referred to in this Lease as Lessor, and *Roll With It*, Jennifer Bertram, with an address of 8400 Airport Road, Northampton, PA, 18067, referred to in this Lease as Lessee.

Lessor leases to Lessee, and Lessee leases from Lessor, approximately 750 sq. ft. of space in the Hanover Township Community Center located at 3630 Jacksonville Road, Bethlehem, PA 18017 (the “Building”), and which space is currently utilized as a kitchen area within the building (hereinafter the “Leased Premises”).

ARTICLE 1. TERM

1.01. *Lease Term.* The term of this Lease shall be on a month-to-month basis, commencing on October 1, 2024, and ending upon sixty (60) days written notice by either LESSOR or LESSEE of their desire to terminate this Lease (the “Term”).

ARTICLE 2. RENT

2.01. *Rent.* Lessee will pay to Lessor the sum of \$1,200.00 per month, from the commencement of the Term of this Lease and continuing through the Term, in advance on the 1st day of each month (the “Rent”).

ARTICLE 3. USE OF LEASED PREMISES

3.01. *Permitted Use.* Lessee will use the Leased Premises for the operation of a catering business.

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

3.03. *POD.* Licensee shall have the right to place a POD of approximately 360 sq. ft. in the parking area utilized for the Hanover Township Community Center at a location approved by the LESSOR for additional rent in the amount of 100.00 per month. Lessee shall have until January 1, 2025, to notify the Lessor of its desire to utilize the POD and commence payment of the additional rent. The POD shall be insured in accordance with Article 6.04 of this Lease.

3.04. *USE OF KITCHEN.* LESSOR hereby retains the use of the Leased Premises from time to time, as may be necessary in conjunction with programs of the LESSOR conducted in the

Building, *i.e.*, daycare, preschool and special events. The Lessor's use of the Leased Premises will be conditioned on the Lessor notifying the Lessee at least two (2) months prior to its intended use and shall currently include the following events:

- (a) Easter Breakfast
- (b) October Fall Festival
- (c) December Holiday Breakfast

Lessee shall ensure that the Leased Premises is left in a condition that is usable by the Lessor for the foregoing events.

3:05 *USE OF THE COMMUNITY CENTER FACILITIES (OTHER THAN THE KITCHEN)*. Lessee shall not use the hallways in the Building or any other area in the Building for storage or food preparation, and the rear door of the Building shall not be left open at any time.

Initial: 

3.06. *USE OF THE LEASED PREMISES FOR CLASSES*. Lessee shall have the right to use the Leased Premises for teaching classes, provided that all participants execute and deliver to Lessor a waiver of liability to be provided by Lessor.

ARTICLE 4. SERVICES, MAINTENANCE, AND SURRENDER

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

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

(b) *Electricity*. Electric current service for lighting and ordinary business needs and equipment of Lessee. It shall be Lessor's responsibility to provide electrical service capable of operating that equipment throughout the Term of this lease or any Renewal Term.

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

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

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

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

ARTICLE 5. ALTERATIONS, ADDITIONS, IMPROVEMENTS AND FIXTURES

5.01. *Alterations.* Lessee shall not make any alterations, additions or improvements to the Leased Premises.

5.02. *Fixtures.* Lessee shall not have the right to erect or install furniture and fixtures.

ARTICLE 6. DAMAGE OR DESTRUCTION

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

6.02. *Total or Partial Destruction.* If the Leased Premises are partially or totally destroyed by fire, flood or other casualty, or if the Building or Leased Premises should be so damaged by such a cause that rebuilding or repairs cannot, in Lessor's reasonable judgment, be completed within ninety (90) business days, this Lease shall terminate, and Rent shall be abated for the unexpired portion of this Lease, effective as of the date of written notification as provided in Paragraph 6.01.

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

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

ARTICLE 7. AFFIRMATIVE COVENANTS OF LESSEE

7.01. Lessee shall provide the Lessor, prior to taking possession of the Leased Premises and throughout the Term, the following information on the Lessee, and any and all individuals who are employees, owners, invitees or volunteers physically present at any time at the Leased Premises:

(a) Pennsylvania State Police criminal background check clearance (criminal history), as well as a Child Abuse History Clearance from the Department of Human Services for any employees, owners or volunteers who have resided in the Commonwealth of Pennsylvania **continuously for at least ten (10) years**; and

(b) Pennsylvania State Police criminal background check clearance (criminal history), a Child Abuse History Clearance from the Department of Human Services and an FBI criminal background check clearance, which includes fingerprinting, for any employees, owners or volunteers who have resided in the Commonwealth of Pennsylvania **for less than (10) years**.

7.02. Lessee shall do the following at all times during the Term of this Lease, unless otherwise directed by Lessor, in writing:

(a) Lessee must comply with all CDC and Commonwealth of Pennsylvania COVID-19 requirements. Lessee must provide Lessor with a copy of the protocols it will follow and receive approval of those protocols from Lessor prior to obtaining possession of the Leased Premises. If Lessee's COVID-19 protocols are approved by the Lessor, then the approved protocols will be marked as *Exhibit "A"* to this Lease, and compliance with those protocols during the Term is required.

ARTICLE 8. ACCESS AND INSPECTION BY LESSOR

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

ARTICLE 9. ASSIGNMENT AND SUBLEASE

9.01. *Assignment and Subletting by Lessee.* Lessee shall not have the right to assign this Lease, or sublet any or all of the Leased Premises, during the Term.

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

ARTICLE 10. DEFAULT

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

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

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

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

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

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

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

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

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

ARTICLE 11. INDEMNIFICATION

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

ARTICLE 12. MISCELLANEOUS

12.01. *Americans with Disabilities Act.* Lessor agrees that the Leased Premises comply with all provisions of the Americans with Disabilities Act.

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

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

Lessee: Roll With It
 Jennifer Bertram
 8400 Airport Road
 Northampton, PA, 18067

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

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

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

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

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

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

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

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

In Witness Whereof, the parties hereto execute this Agreement, and intend to be legally bound hereby.

LESSOR:

ATTEST:

**HANOVER TOWNSHIP,
NORTHAMPTON COUNTY**

By: _____
Print Name: _____
Title: _____

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

WITNESS:

[Signature]

LESSEE:

[Signature] (SEAL)
Print Name: Jennifer Bertram

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:**

Statement of Work

Q-51343-1

9/28/2023 5:10 PM

12/29/2023

Client:

Hanover Township PA - CivicGov

Bill To:

Hanover Township PA - CivicGov

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Aleeda Crawley		aleeda.crawley@civicplus.com		Net 30

Current Modules

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	Community Development Core Setup	Community Development Core Setup	One-time	USD 0.00
1.00	Community Development Fire & Safety Inspections Annual	CivicGov Fire & Safety Inspections Annual	Renewable	USD 2,400.00
1.00	Community Development Fire & Safety Inspections Setup	CivicGov Fire & Safety Inspections Setup	One-time	USD 0.00
1.00	Community Development Code Enforcement Annual	CivicGov Code Enforcement Annual	Renewable	USD 2,400.00
1.00	Community Development Code Enforcement Setup	CivicGov Code Enforcement Setup	One-time	USD 0.00
1.00	Community Development Permitting Annual	CivicGov Permitting Annual	Renewable	USD 2,400.00
1.00	Community Development Permitting Setup	CivicGov Permitting Setup	One-time	USD 0.00

Added Features

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	eCode360 API Connector for Community Development	eCode360 API Integration with Community Development Code Library. This requires the client to provide credentials for their eCode360 API.	Renewable	USD 1,000.00
1.00	Community Development ICC Code Integration (population based) Annual	Unlimited Users ? up to 9 Titles	Renewable	USD 2,500.00
1.00	Community Development ICC Code Integration (population based) Setup	Community Development ICC Code Integration (population based) Setup	One-time	USD 0.00
1.00	Community Development Premium GIS (ESRI) Mapping Integration Annual	Community Development Premium GIS (ESRI) Mapping Integration Annual	Renewable	USD 1,000.00
1.00	Community Development Premium GIS (ESRI) Mapping Integration Setup	Community Development Premium GIS (ESRI) Mapping Integration Setup	One-time	USD 500.00

List Price - Year 1 Total	USD 24,000.00
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Total Investment - Prorated Year 1	USD 12,200.00
Annual Recurring Services (Subject to Uplift)	USD 11,700.00

Total Days of Quote:366

Initial Term Invoice Schedule	100% Invoiced upon Signature Date
Annual Uplift	As agreed to in the Agreement

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-terminated to align with the Client's current CivicGov billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.

This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CITY OF BETHLEHEM TRICK OR TREAT NIGHT

GET YOUR COSTUMES READY AND JOIN US FOR OUR ANNUAL "TRICK OR TREAT" NIGHT THROUGHOUT THE STREETS OF BETHLEHEM.

Date: Friday, October 25th

Time: 6 pm - 8pm

Location: City of Bethlehem Households

Who: Bethlehem Families

Get your costumes ready and join us for our annual "Trick or Treat" night throughout the streets of Bethlehem. Reminder: If you plan on participating, please indicate by turning on your porch light during the designated hours.