



# HanoverEngineering

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

October 2, 2024

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

RE: Hanover Township Senior Living  
Improvements Release  
Hanover Project H17-27

Dear Mark:

The Developer for the above referenced project has completed all outstanding improvements. We can now recommend that the Board of Supervisors release the Improvements Bond for the project.

The Board of Supervisors should condition the release on complying with Township Policy No. 8 (Plans and Appeals Account).

If you have any questions or need additional information, do not hesitate to call this office.

Respectfully,

HANOVER ENGINEERING

Brian R. Kocher, PE  
Township Engineer

brk:jlw2

S:\Projects\Municipal\HanoverTwp\H17-27-BethlehemSeniorLiving\Docs\10-02-24-HanoverSeniorLivingImprovementsReleaseLtr.doc

cc: James L. Broughal, Esquire, Broughal & DeVito, LLP (via email)  
Ms. Vicki Peditto, Columbia Pacific Advisors (via email)

**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:**

**N6 18 6 0214E – 395 Bridle Path Road, Hanover Township**

**LAND DEVELOPMENT MAINTENANCE AGREEMENT**  
**HANOVER TOWNSHIP, NORTHAMPTON COUNTY**  
**395 BRIDLE PATH ROAD**

*THIS AGREEMENT*, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between  
*HANOVER TOWNSHIP*, a municipal corporation organized and existing under the Laws of the  
Commonwealth of Pennsylvania (hereinafter called "Township");

A N D

*BETHLEHEM PROVINCE OF THE SCHOOL SISTERS OF THE THIRD ORDER*  
*OF ST. FRANCIS*, with an address of 395 Bridle Path Road, Bethlehem, Pennsylvania 18017  
(hereinafter called "Owner").

W I T N E S S E T H:

*WHEREAS*, the Township has approved a land development plan known as "School Sisters  
of St. Francis Convent Addition Preliminary/Record Land Development Plan" (hereinafter called  
"Plan"); prepared by Lehigh Engineering Associates, Inc., dated April 7, 2023, as revised; and

*WHEREAS*, the Owner and Township entered into a Land Development Improvements  
Agreement (hereinafter called "Improvements Agreement") for the Plan; and

**WHEREAS**, pursuant to the terms of the Improvements Agreement, Owner is obligated to maintain certain municipal improvements (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 land development 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 the provisions 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, countersigned by the Township Engineer.
3. During the Maintenance Period, the Owner shall make such repairs and perform such maintenance as may be necessary, in the sole and absolute discretion of the Township 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) days 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 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: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

WITNESS:

BETHLEHEM PROVINCE OF THE  
SCHOOL SISTERS OF THE  
THIRD ORDER OF ST. FRANCIS

By: Lucinda Wikand  
Print Name: Lucinda Wikand  
Title: CNA

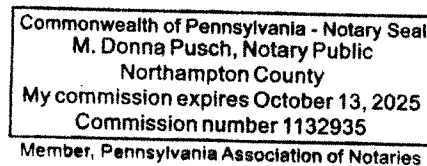
By: Sister Bonnie Kleinschuster, OSF  
Print Name: SISTER BONNIE KLEINSCHUSTER, OSF  
Title: PROVINCIAL TREASURER

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF Northampton )

On this, the 14 day of October, 2024, before me, the undersigned officer, personally appeared Sister Bonnie Kleinwachter, and acknowledged himself/herself to be the Provincial Treasurer of BETHLEHEM PROVINCE OF THE SCHOOL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, and acknowledged that he/she as such representative of BETHLEHEM PROVINCE OF THE SCHOOL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, was authorized to execute the foregoing Agreement on behalf of BETHLEHEM PROVINCE OF THE SCHOOL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, for the purposes therein contained.

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

M. Donna Pusch  
Notary Public



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:



**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:**

**N6 18 6 0214E – 395 Bridle Path Road, Hanover Township**

**LAND DEVELOPMENT IMPROVEMENTS AGREEMENT**  
**HANOVER TOWNSHIP, NORTHAMPTON COUNTY**  
**395 BRIDLE PATH ROAD**

*THIS AGREEMENT*, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between **HANOVER TOWNSHIP**, a municipal corporation organized and existing under the Laws of the Commonwealth of Pennsylvania (hereinafter called "Township");

A N D

**BETHLEHEM PROVINCE OF THE SCHOOL SISTERS OF THE THIRD ORDER OF ST. FRANCIS**, with an address of 395 Bridle Path Road, Bethlehem, Pennsylvania 18017 (hereinafter called "Owner").

W I T N E S S E T H:

**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.

**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 (“Board of Supervisors”) affixing its approval on a certain land development 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 construct and/or install the improvements shown on the Land Development Plan for “School Sisters of St. Francis Convent Addition Preliminary/Record Land Development Plan”, prepared by Lehigh Engineering Associates, Inc., dated April 7, 2023, as revised, which plan was approved conditionally by the Board of Supervisors on July 25, 2023, and recommended for conditional approval by the Hanover Township Planning Commission on June 5, 2023. The improvements are more fully described in the land development plan (“Land Development Plan”), and are more specifically described in ***Exhibit "A,"*** attached hereto and made a part hereof (the “Improvements”).

SECOND: All Improvements required under this Agreement shall be constructed in accordance with the Township Land Development 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. If there is any conflict between the Improvements as depicted and/or described in the Land Development Plan and the requirements,

specifications, etc., the Improvements shall be constructed and/or installed as depicted and/or described on the Land Development Plan.

THIRD: The Improvements more fully described in *Exhibit "A"* 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, the Township Engineer, 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 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 ONE HUNDRED FIFTY-TWO THOUSAND FOUR HUNDRED SIXTY-FIVE AND 56/100 (\$152,465.56) 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: Township building permits shall only be granted to the Owner of the land in accordance with the terms of this Agreement, but only after the posting and approval of the Security required herein.

SEVENTH: It is clearly understood that the Township will make no improvements in this land development nor will they accept by dedication or otherwise any of the streets or roads, or right-of-ways, if any, contained in this land development 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 said land development. It is further understood that the Township will neither maintain nor keep the roads or streets of said land development, 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.

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 on the Land.

EIGHTH: The Township, or its duly authorized agent, the Township Engineer, shall be the sole judge of whether or not the Owner has complied with the requirements and specifications of the Township and shall determine, at its sole discretion and in accordance with the provisions of the MPC, whether or not the street(s), road/cartway system, drainage system, and sewage system or other Improvements 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 each stage of construction is completed. A schedule of the stages is attached

hereto and made a part hereof as ***Exhibit "B"***. The Owner shall not proceed to another stage of construction without the written approval of the Township Engineer, and it shall be the responsibility of the Owner to notify the Township Engineer in writing, or by email or facsimile transaction, when a stage of construction has been completed so as to be ready for inspection. Should the Owner 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, then, in that event, said Township Engineer may require, if the Improvements are not in compliance with Township standards, the Owner to tear out and remove said 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 are to be paid for by the Owner, and the failure to pay said costs shall be sufficient reason and justification for withholding approval of said construction. The Township agrees to approve releases of the Security in accordance with the MPC.

NINTH: If all Improvements required under this Agreement have not been completed in accordance with the requirements set forth in this Agreement and within twelve (12) month period, then, in that event, the prior approval of the Land Development Plan by the Board of Supervisors and Planning Commission of the Township may be revoked, and the Owner or Owners of the land may resubmit their prior final land development 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 land development 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 then in force. In acting upon their submitted final

land development 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 resubmission, the Board of Supervisors and the Planning Commission may modify this Agreement and impose the acceptance of the modifications, if any, as a condition precedent to the re-approval of the Land Development 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.

ELEVENTH: All reasonable and proper Township Solicitor (legal) costs, including, but not limited to, the preparation of this Agreement, the preparation of any deed or deeds and/or resolutions accepting the street system of the land development, if any, and any litigation arising out of Owner's failure to fulfill each and every obligation under this Agreement shall be paid by the Owner.

TWELFTH: All recording fees, including, but not limited to, the recording of this Agreement, deed or deeds of dedication, and/or resolution of street acceptance, if any, shall be paid by the Owner.

THIRTEENTH: The Owner certifies and represents to the Township, and the Township hereby relies on said certification and representation, that said 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, hereby designated as Owner, hereby certified that it is the Owner, and that no other person, partnership, corporation, business trust, or any other organization, has any interest pertaining to the premises 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 maintenance bond or other security in an amount equal to fifteen percent (15%) of the actual cost of the Improvements called for in the MPC and in this Land Development Improvements Agreement, in a form approved by the Township Solicitor and/or the Board of Supervisors, to guarantee that the Improvements listed in this Land Development Improvements Agreement shall be maintained for a period of eighteen (18) months, as more fully set forth in the Land Development Maintenance Agreement (“Maintenance Security”) and in accordance with the MPC. The Maintenance Security shall be furnished by the Owner 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 property which is the subject of the Land Development Plan onto the Township street adjoining the area to be developed under this Agreement and shall remove any debris and litter which may fall upon the Township streets from all vehicles and equipment. If the same is not removed and properly washed down within twenty-four (24) hours after written notice from the Township to the Owner, then, in that event, said debris and litter shall be removed from the street by the Township at the Owner's expense and the Owner shall be billed for said 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 hereby agrees to pay.

SEVENTEENTH: The Owner and the successors and assigns of the Owner shall be solely responsible for any and all damage caused by the Owner, its agents, successors, or assigns in the development of the land, which is the subject of the Land Development Plan (the "Land") 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 Land. 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 and to the extent of (i) any act or neglect on the part of the Owner, its agents, or employees; or (ii) the condition of the Land; or (iii) 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 necessary Improvements to the land 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 Tapping Fee in the amount of \$11,340.00; (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: The Developer shall pay to the Township a Township Interceptor System fee of \$932.80 to install and/or improve the Township interceptor system.

TWENTY-FIRST: Time of the Essence. Time is agreed to be of the essence of this Agreement.

TWENTY-SECOND: Default. In the event the Owner defaults under the terms and conditions of this Agreement, and the same is not cured within thirty (30) days of written notice from the Township, 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 the 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 the Township against the Owner for defaults hereunder, the Owner agrees to pay the Township's reasonable attorney 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 this Agreement and the Township completes the Improvements at a cost in excess of the amount of the Security, then, and under such circumstances, the Owner agrees to reimburse the Township upon demand for such

deficiency. The Owner shall have thirty (30) days to pay any such deficiency to the Township. In the event Owner fails to pay such deficiency to the Township, as provided above, then, and under such circumstances, THE OWNER HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS THE TOWNSHIP BY ANY ATTORNEY OF ANY COURT OF RECORD OF PENNSYLVANIA AS ATTORNEY FOR THE OWNER TO APPEAR FOR AND CONFESS JUDGMENT AGAINST THE 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 DOLLARS (\$1,000.00) AS A REASONABLE ATTORNEY 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, THE TOWNSHIP HAS GIVEN THE 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 the Township under the provisions of paragraph 23(b) of this Agreement, the 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 the

Township shall have filed 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-THIRD: 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 of Hanover, Northampton County, Pennsylvania, 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 Americans 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 of Hanover, Northampton County, Pennsylvania, from, all losses, damages,

expenses, claims, demands, suits, and actions brought by any party against the Township of Hanover, Northampton County, Pennsylvania, as a result of the Owner's failure to comply with the provisions of this paragraph.

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, paragraphs, clauses, or other subdivisions 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: The Owner acknowledges that the 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 the Township under this Agreement are cumulative and not exclusive of any right or remedies which the Township would otherwise have.

TWENTY-EIGHTH: No waiver of any breach of this Agreement by the 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 or delayed. 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 the Owner.

SCHOOL SISTERS OF ST. FRANCIS  
395 BRIDLE PATH ROAD  
LAND DEVELOPMENT PLAN

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

AUGUST 23, 2024

1.	Paving	\$2,707.25
2.	Water	\$6,500.00
3.	Storm Sewer	\$18,228.00
4.	Sanitary Sewer	\$42,700.00
5.	Erosion Control	\$8,065.88
6.	Landscaping	\$29,825.00
7.	Miscellaneous	\$12,500.00
	CONSTRUCTION COST ESTIMATE	\$120,526.13
	Plus 10% Contingency	\$12,052.61
	Inspection (5%)	<u>\$6,026.31</u>
	TOTAL ESTIMATE	\$138,605.05
	Plus 10% for 12-month Security	<u>\$13,860.51</u>
	<b>TOTAL</b>	<b>\$152,465.56</b>

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).

\\Projects\Municipal\Hanover\Tap\H23-22 School Sisters of St Francis Convent Addition\Docs\School Sisters of St Francis Convent Addition.doc

EXHIBIT “A”

SCHOOL SISTERS OF ST. FRANCIS  
395 BRIDLE PATH ROAD  
LAND DEVELOPMENT PLAN

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

AUGUST 23, 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 ensure 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. Stormwater Management – prior to starting and during construction.
4. Sanitary Sewer – prior to starting and during construction.
5. Water System – prior to starting and during construction.
6. Road/Parking Lot Construction or Patching – during filling, prior to and during curb construction, prior to and during stone backfill and prior to and during paving.
7. 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\H23-22-School Sisters of St Francis - Convent Addition\Docs\School Sisters of St Francis Convent Addition-Exhibit B.doc

EXHIBIT “B”

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

***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: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

WITNESS:

BETHLEHEM PROVINCE OF THE  
SCHOOL SISTERS OF THE  
THIRD ORDER OF ST. FRANCIS

By: Lucinda Wicand  
Print Name: Lucinda Wicand  
Title: CNA

By: Sister Bonnie Kleinschuster, of  
Print Name: SISTER BONNIE KLEINSCHUSTER, of  
Title: PROVINCIAL TREASURER

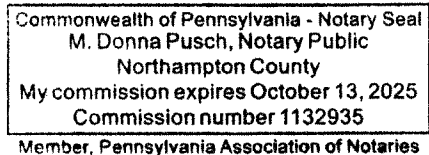


)

THIRD ORDER OF ST. FRANCIS, for the purposes therein contained.

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

Notary Public



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:

**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:**

**N6 18 6 0214E – 395 Bridle Path Road, Hanover Township**

**DECLARATION OF COVENANT,  
AGREEMENT AND EASEMENT FOR  
MAINTENANCE OF STORMWATER MANAGEMENT FACILITIES  
HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PA  
395 BRIDLE PATH ROAD**

***THIS DECLARATION OF COVENANT, AGREEMENT AND EASEMENT*** is made the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between ***BETHLEHEM PROVINCE OF THE SCHOOL SISTERS OF THE THIRD ORDER OF ST. FRANCIS***, with an address of 395 Bridle Path Road, Bethlehem, Pennsylvania 18017 (hereinafter referred as “Declarant”), and the **HANOVER TOWNSHIP**, 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”).

WHEREAS, the Declarant is the owner in fee simple of a certain tract of land, Northampton County Uniform Parcel I.D.# **N6 18 6 0214E** (hereinafter “Subject Premises”) as set forth on a land development plan (hereinafter “Plan”), the cover sheet of which is entitled “School Sisters of St. Francis Convent Addition Preliminary/Record Land Development Plan”, prepared by Lehigh Engineering

Associates, Inc., dated April 7, 2023, as revised, which plan was recommended for approval by the Hanover Township Planning Commission on June 5, 2023, and approved conditionally by the Board of Supervisors on July 25, 2023, the record sheet(s) of which Plan has been or is about to be recorded in the Office of the Recorder of Deeds of Northampton County, Pennsylvania; and

WHEREAS, the lot shown on the Plan has been assigned the Northampton County Uniform Parcel Identifier Number which is set forth on **Exhibit “A,”** attached hereto and made a part hereof; and

WHEREAS, the Declarant has entered into a Land Development Improvements Agreement, with the Township, which agreement has been or is about to be recorded (hereinafter collectively referred to as (“Development Agreement”)); and

WHEREAS, the Declarant proposes to locate, construct, install and maintain certain stormwater management facilities on the Subject Premises as shown on the Plan in accordance with the Plan and the Development Agreement (the “Stormwater Management Facilities”), and not to dedicate the Stormwater Management Facilities to the Township as public facilities; and

WHEREAS, as a condition of obtaining final approval of the Plan from the Township, the Township has required that the Declarant execute and record this Declaration of Covenant, Agreement and Easement and the Easement Agreement in the Office of the Recorder of Deeds of Northampton County, Pennsylvania for the purpose of ensuring to the Township, inter alia, that: (1) the Stormwater Management Facilities are located, constructed, installed and maintained by the Declarant in accordance with the Plan and Development Agreement; (2) following the completion of the duties of the Declarant pursuant to the Plan and the Development Agreement, the Stormwater Management Facilities are continually and perpetually maintained, repaired, refurbished, reconstructed, and replaced by the Declarant and any future owners of the fee simple interest in the Subject Premises (“Owner(s)”) on which the Stormwater Management Facilities are located and shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of Stormwater Management Facilities, including but not limited to drainage swales, detention and retention basins, stormwater piping systems, headwalls, inlet and

outlet structures, and all structures and facilities appurtenant to the foregoing, as shown on the Plan and located on the Subject Premises, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof, and compliance with all federal, state, and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered without the prior written approval of the Township.

NOW, THEREFORE, in consideration of the approval by the Township of the Plan, the Declarant, on behalf of the Declarant, and the successors and assigns of the Declarant, including all future Owners hereby promises, covenants and agrees to and with the Township, its successors and assigns, to faithfully perform all the requirements set forth hereinafter, and does hereby bind the Declarant, the Owners, and the Subject Premises, to the faithful performance of said requirements, to wit:

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

2. The Owners of the Subject Premises on which Stormwater Management Facilities are located shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of said facilities, including but not limited to drainage swales, detention and retention basins, stormwater piping systems, headwalls, inlet and outlet structures, and all structures and facilities appurtenant to the foregoing and all Best Management Practices (“BMPs) agreed to be performed by Owners, as shown on the Plan and located on the lands of the Owners, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof, and compliance with all federal, state and local laws,

rules, and regulations pertaining thereto. At no time shall the Stormwater Management Facilities be removed or altered in any manner without the prior written approval of the Township.

3. All Stormwater Management Facilities, and erosion and sedimentation control facilities, which because of construction activities, grading, stripping of vegetation, or any other reason, have been damaged or fail to function properly, shall be stabilized and reconstructed to approved design grades and specifications. Provided nothing herein shall be deemed to or have the effect of modifying, eliminating or affecting in any way Developer's right and entitlement to pursue recovery of any claims, damages, losses, costs, fees expenses, fines, penalties and/or other out-of-pocket monetary expenditures incurred or sustained by Developer, from any third party who/which is responsible, in whole or in part, for the incident, event or occurrence which caused and/or resulted in the need for such stabilization and/or reconstruction.

4. All drainage swales, detention and/or retention basins, and other stormwater easements shown on the Plans shall be maintained in a grassed or otherwise improved condition, in accordance with the grades and designs shown on the Plan. All these easements shall be kept free of all obstructions, including but not limited to, such obstructions as fill, temporary or permanent structures, and plants (other than grass or other Township approved covers). Fences may be constructed within these easements, within the requirements of the ordinances of the Township (and pursuant to any other Township authorizations to Declarant, including any variances granted from Township Ordinances) provided that the fence is of a type and location that will not impede the flow of stormwater, and provided that the Owners shall remove such fence at the expense of the Owners and without compensation to the Owners if determined by the Township to be necessary to allow work within the easement.

5. Whenever sedimentation is caused by stripping vegetation, grading or other earth moving activities, it shall be the responsibility of the Owners to remove the sedimentation from all adjoining surfaces, drainage systems and watercourses, and to repair any damage at the sole expense of the owners.

6. The Owners, upon execution of this Covenant, shall deposit the sum of five thousand and 00/100 (\$5,000.00) Dollars into the Township's BMP Operations and Maintenance Fund (the "BMP Maintenance Fund"). The BMP Maintenance Fund shall be used for the following purposes:

(a) If the BMP is to be privately owned and maintained, the BMP Maintenance Fund shall cover the cost of periodic inspections by the Township in perpetuity, as determined by the Township; and

(b) If the BMP is to be owned and maintained by the Township, the BMP Maintenance Fund shall cover the estimated costs for operation and maintenance in perpetuity, as determined by the Township.

At such time that the BMP Maintenance Fund shall be reduced to the sum of Two Thousand Five Hundred (\$2,500.00) Dollars or less, the Owner shall, within thirty (30) days of written notice from the Township, replenish the BMP Maintenance Fund to Five Thousand (\$5,000.00) Dollars. The Owners failure to replenish the BMP Maintenance Fund, as set forth above, shall act as a default under the Covenant and give the Township the rights under Section 7 of this Covenant.

7. The Owners shall make provisions for and be personally responsible for strict compliance with all of the foregoing covenants. Upon failure of the Owners to comply within the time period specified by written notice, or in the event the Township, in its sole and absolute discretion determines the work to be of an emergency nature, the Township may perform such

work as may be necessary in its sole and absolute discretion to bring the Owners into compliance at the expense of the Owners and the owners shall be charged for said expense, plus a 20% surcharge for the Township's administrative expenses, plus any costs expended by the Township (including reasonable attorney's fees) if a municipal lien or civil action or action in equity is filed, which expense the Owners hereby agree to assume and pay.

8. The Owners hereby grant, bargain and sell to the Township, its successors and assigns, the Township Engineer, and such other persons as may be authorized by them to act on their behalf: (a) a right-of-way and easement on, over, across, under and through the land shown on the Plan for the purposes of inspecting the Stormwater Management Facilities, of curing any default by the Owners, and of exercising its rights under paragraph 5, supra; and (b) the free and uninterrupted use, liberty, and privilege of, and passage in and along, and to and from, the land for the foregoing purposes. Any activity or work performed by Township or its duly authorized agent affecting the operation or use of any Stormwater Management Facilities, shall not interfere with or interrupt the use or operation of the Subject Premises, and Township shall, and shall cause its duly authorized agent, to exercise such rights in a manner that will minimize interference and inconvenience to the Owner or its tenants. Additionally, Township shall, except in the event of emergencies, endeavor to provide the Declarant forty-eight (48) hours written notice in advance of any access, activities and/or work which may reasonably be expected to interfere with the operation or use of the Subject Premises by the Township or its duly authorized agents.

9. The duties of Declarant or Owner under this agreement shall apply only during the period of ownership of the Subject Premises by such Declarant or Owner, and shall terminate upon the sale of the Subject Premises by such Declarant or Owner to a bona fide purchaser for value, or upon the assignment to a successor entity, who/which shall thereupon assume the duties of



Declarant or Owner and be responsible for complying with the terms and conditions of this agreement; provided, nevertheless, that nothing contained herein shall be construed as relieving Declarant or Owner from liability for any default occurring during the period of ownership by such Declarant or Owner.

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

IN WITNESS WHEREOF, the Declarant and the Township have executed this Declaration of Covenant, Agreement and Easement the day and year first above written.

WITNESS:

BETHLEHEM PROVINCE OF THE  
SCHOOL SISTERS OF THE  
THIRD ORDER OF ST. FRANCIS

By: Lucinda Wickard  
Print Name: Lucinda Wickard  
Title: CNA

By: Sister Bonnie Kleinschuster, OF  
Print Name: SISTER BONNIE KLEINSCHUSTER, OF  
Title: PROVINCIAL TREASURER

ATTEST:

HANOVER TOWNSHIP,  
NORTHAMPTON COUNTY,  
PENNSYLVANIA

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**EXHIBIT "A"**  
**NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER NUMBER**

**N6 18 6 0214E**

SCHOOL SISTERS OF ST. FRANCIS  
395 BRIDLE PATH ROAD  
LAND DEVELOPMENT PLAN

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

AUGUST 23, 2024

1.	Paving	\$2,707.25
2.	Water	\$6,500.00
3.	Storm Sewer	\$18,228.00
4.	Sanitary Sewer	\$42,700.00
5.	Erosion Control	\$8,065.88
6.	Landscaping	\$29,825.00
7.	Miscellaneous	\$12,500.00
	CONSTRUCTION COST ESTIMATE	\$120,526.13
	Plus 10% Contingency	\$12,052.61
	Inspection (5%)	<u>\$6,026.31</u>
	TOTAL ESTIMATE	\$138,605.05
	Plus 10% for 12-month Security	<u>\$13,860.51</u>
	<b>TOTAL</b>	<b>\$152,465.56</b>

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).

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EXHIBIT “A”

SCHOOL SISTERS OF ST. FRANCIS  
395 BRIDLE PATH ROAD  
LAND DEVELOPMENT PLAN

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

AUGUST 23, 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 ensure 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. Stormwater Management – prior to starting and during construction.
4. Sanitary Sewer – prior to starting and during construction.
5. Water System – prior to starting and during construction.
6. Road/Parking Lot Construction or Patching – during filling, prior to and during curb construction, prior to and during stone backfill and prior to and during paving.
7. 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\Hanover\Twp\H23-22-School Sisters of St Francis-Convent Addition\Docs\School Sisters of St Francis Convent Addition-Exhibit B.doc

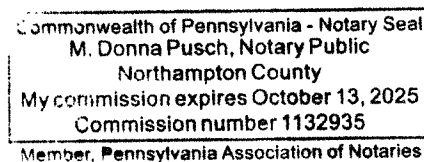
EXHIBIT “B”

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS.  
COUNTY OF Northampton )

On this, the 14 day of October, 2024, before me, the undersigned officer, personally appeared Sister Bernice Kleinschmidt and acknowledged himself/herself to be the Provincial Treasurer of BETHLEHEM PROVINCE OF THE SCHOOL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, and acknowledged that he/she as such representative of BETHLEHEM PROVINCE OF THE SCHOOL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, was authorized to execute the foregoing Agreement on behalf of BETHLEHEM PROVINCE OF THE SCHOOL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, for the purposes therein contained.

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

M. Donna Pusch  
Notary Public



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:

941 Marcon Boulevard  
Suite 801  
Allentown, PA 18109  
Main: 877 627 3772  
<http://colliersengineering.com>



October 14, 2024

Kimberly Lymanstall, Township Secretary/Assistant Treasurer  
Hanover Township Northampton County  
3630 Jacksonville Road  
Bethlehem, PA 18017

4000-4030 Airport Road – Extension Request

Northgate 1- 2-lot Subdivision, Northgate 1 Land Development, Northgate 1 Lot Consolidation Plan, and  
4000-4030 Airport Road Lot Consolidation & Land Development Plan  
Colliers Engineering & Design Project No. 21007876A

Dear Ms. Lymanstall,

In accordance with Municipalities Planning Code we request a one hundred and eighty (180)  
calendar day extension for the following items:

- Northgate 1- 2-lot Subdivision – Improvements Deadline
- Northgate 1 Land Development – MPC Deadline
- Northgate 1 Lot Consolidation Plan – Record Plans Conditions Deadline
- 4000-4030 Airport Road Lot Consol. & Land Dev. – MPC Deadline

If the extensions are granted, the deadlines would be extended to April 30, 2025.

Please let me know if you have any questions, or if you need any additional information.

Sincerely,

Colliers Engineering & Design, Inc.  
(DBA Maser Consulting)

A handwritten signature in black ink, appearing to read "C. Roseberry", written over a horizontal line.

C. Richard Roseberry, P.E., AICP  
Senior Principal/Regional Manager



### **Lehigh & Northampton County Municipal Officials and Authority Representatives,**

We are writing to inform you that on Friday, September 6, 2024, the Federal Emergency Management Agency (FEMA) notified us of the approval of the 2024 Lehigh Valley Hazard Mitigation Plan, granting it the status of “Approved Pending Adoption” (APA). This designation means that the Plan meets all of FEMA’s and the Pennsylvania Emergency Management Agency’s (PEMA) criteria for a current Hazard Mitigation Plan. Since land use authority resides with the municipalities, the Plan will not take effect until one of the fifty-nine (59) participating municipalities in Lehigh or Northampton counties formally adopts it. Once adopted by resolution at a municipal board meeting, the Plan will be effective for five (5) years, starting from the date of that first municipal adoption.

Municipalities and participating authorities **MUST** adopt the Plan within one (1) year of the APA designation—by September 5, 2025—to remain eligible for hazard mitigation funding. Failure to adopt by the deadline will result in the loss of eligibility for both the municipality and its residents or non-profits for the following programs:

- Hazard Mitigation Assistance (HMA) grants
- Hazard Mitigation Grant Program (HMGP)
- Flood Mitigation Assistance (FMA)
- Building Resilient Infrastructure in Communities (BRIC)
- Swift Current
- Congressionally Directed Spending (CDS) funds
  - *Note: Participating Authorities will also be ineligible for these programs if the Plan is not adopted by their respective Boards.*



### Highlights of the 2024 Lehigh Valley Hazard Mitigation Plan:

- **High Hazard Potential Dam (HHPD) Section:** This new section meets and exceeds FEMA requirements, making entities eligible to apply for HHPD grants. This section is expected to become a required part of future Hazard Mitigation Plans.
- **Authority Participation:** Three (3) participating authorities—Lehigh Valley Planning Commission (LVPC), Lehigh-Northampton Airport Authority (LNAA), and Lehigh County Authority (LCA)—have added annexes to the Plan. This is a first for the Lehigh Valley Plan and many counties within the Commonwealth. These annexes will strengthen the Authorities' cases for future grant applications, and they must be formally adopted by each of their respective Boards.

We want to express our gratitude to the municipalities and authorities that have worked diligently on updating and constructing annexes for their communities. While hazard mitigation may often be overlooked, the strong participation across municipalities, authorities, and stakeholders within the Counties demonstrates its continued importance.

### Key Items of Importance:

- Attached to this email is a **resolution template** for your Board's use when adopting the Plan.
- **Annual Plan review meetings** (mandated by FEMA) will be held each September/October.
- You can find your annex, the Lehigh Valley Master Plan, and all appendices at the following sites:
  - <https://ncem-pa.org/2024-mitigation-plan/> or
  - <https://www.lehighcounty.org/Departments/Emergency-Management-9-1-1/Hazard-Mitigation-Plan>

### REMINDER:

**Once your municipality or authority formally adopts the Hazard Mitigation Plan, please forward a signed copy of the resolution to your county Co-Chair.** This information will be submitted to PEMA and FEMA to ensure your eligibility for potential grant funding.

If you have any questions, please feel free to contact your respective Co-Chair or Point-of-Contact using the information below.

*Thank you for your continued cooperation!*

**Thomas E. Guth, Jr.**

**Northampton County Emergency Management**

100 Gracedale Ave  
Nazareth, PA 18064  
Office: 610-746-3194 x3228  
Fax: 610-746-3199

[tguth@ncem-pa.org](mailto:tguth@ncem-pa.org)

[www.ncem-pa.org](http://www.ncem-pa.org)



**Kevin McGowan**

**Lehigh County Office of Emergency Management**

640 W. Hamilton Street, 8th Floor  
Allentown, PA 18101  
Cell 484-735-3628  
Desk 610-782-4601

[kevinmcgowan@lehighcounty.org](mailto:kevinmcgowan@lehighcounty.org)

[www.ema.lehighcounty.org](http://www.ema.lehighcounty.org)



**Hanover Township, Northampton County**  
**Lehigh Valley 2024 Hazard Mitigation Plan Update**

Resolution No. 2024 - 27

**WHEREAS**, the Township of Hanover, Northampton, Pennsylvania is most vulnerable to natural and non-natural hazards which may result in loss of life and property, economic hardship, and threats to public health and safety, and

**WHEREAS**, Section 322 of the Disaster Mitigation Act of 2000 (DMA 2000) requires State and local governments to develop and submit for approval to the President a mitigation plan that outlines processes for identifying their respective natural hazards, risks, and vulnerabilities, and

**WHEREAS**, the Township of Hanover acknowledges the requirements of Section 322 of DMA 2000 to have an approved Hazard Mitigation Plan as a prerequisite to receiving post-disaster Hazard Mitigation Grant Program funds, and

**WHEREAS**, the Lehigh Valley 2024 Hazard Mitigation Plan has been developed by Lehigh County Emergency Services and the Northampton County Emergency Management Services in cooperation with other county departments, and officials and citizens of Township of Hanover, and

**WHEREAS**, a public involvement process consistent with the requirements of DMA 2000 was conducted to develop the Lehigh Valley 2024 Hazard Mitigation Plan, and

**WHEREAS**, the Lehigh Valley 2024 Hazard Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by natural hazards that face the County and its municipal governments,

**NOW THEREFORE BE IT RESOLVED** by the governing body for the Township of Hanover:

- The Lehigh Valley 2024 Hazard Mitigation Plan is hereby adopted as the official Hazard Mitigation Plan of the Township of Hanover and
- The respective officials and agencies identified in the implementation strategy of the Lehigh Valley 2024 Hazard Mitigation Plan are hereby directed to implement the recommended activities assigned to them.

**ADOPTED**, this 22<sup>nd</sup> day of October 2024

**ATTEST:**

**HANOVER TOWNSHIP, NORTHAMPTON COUNTY**

---

Kimberly R. Lymanstall,  
Township Secretary

---

Susan A. Lawless, Esq. Chair – Board of Supervisors