



Lehigh Valley Planning Commission

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## MEMORANDUM

**DATE:** November 12, 2024; *Revised November 17, 2024 (Edited Text in Green)*  
**TO:** Hanover Township, Northampton County  
**FROM:** Lehigh Valley Planning Commission Project Team including: Becky Bradley, AICP, Executive Director, Scott Greenly, Director of Regional Planning, Jillian Seitz, Chief Regional and Community Planner, Joey Dotta, Regional and Community Planner  
**CC:** Tom Stoudt, Executive Director, Lehigh and Northampton Airport Authority, Ed Konjoyan, Senior Vice President, Majestic Realty  
**REGARDING:** Airport Flightpath Highway Business District (AFHBD) Advisory Support to Hanover Township Project

## INTRODUCTION

The Lehigh Valley Planning Commission (LVPC) staff was contacted by Jean Versteeg, Hanover Township Supervisors and member of the LVPC. In addition, Joe Uliana and Ed Konjoyan, on behalf of Majestic Realty reached out to the LVPC staff over the last several years concerning a portion of the Airport Flightpath Highway Business Zoning District (AFHBD) that was awarded to them through the Lehigh Valley Airport Authority's (LNAA) preferred developer process. All-in-all, the request was the same, for support to ensure that any development in the AFHBD be community-supportive and sustainable. It was also clear that a desire to regulate realistically, in a manner that supports the continued viability of the Lehigh Valley International Airport, Hanover Township and the region overall is a primary goal.

One role of LVPC, the bi-county planning commission, as charged by the Pennsylvania State Legislature through the Pennsylvania Municipalities Planning Code, is to serve as neutral advisors between municipalities and developers. This role is to ensure that land use regulations (and subsequent development proposals) align with local ordinances, regional goals, and broader community interests.

Acting as an impartial body, the LVPC has been invited to work with Hanover Township (Northampton County) and Majestic Realty in consideration of zoning and associated development opportunities in the Airport Flightpath Highway Business Zoning District (AFHBD), offering recommendations to promote sustainable, balanced growth that respects both the needs of the community and the developer's objectives. By facilitating communication and clarifying regulatory requirements, the LVPC aims to help prevent

conflicts, foster transparency, and ensure that development projects contribute positively to the area's economic, environmental, and social well-being.

## EXISTING CONDITIONS IN THE AFHBD

The Aircraft Flightpath Highway Business District (AFHBD) is an employment district identified in the Township Zoning Ordinance. Employment districts, as stated in the Township zoning ordinance, are intended to 'provide sufficient space in appropriate locations for offices, laboratories, light industries, and certain other manufacturing and related activities anticipated', 'encourage manufacturing, industrial, and other activities and uses which are free from hazards of fire, offensive noise, vibration, air pollution, odors, glare, water pollution, traffic congestion, or any other objectionable side effects, and 'promote stable manufacturing, office uses, and other related development in order to strengthen the Township's tax base and protect its tax revenues' (Section 185-9 D.).

The vast majority of the AFHBD is agricultural land. Adjacent uses include the Lehigh Valley International Airport, residential neighborhoods, institutional uses (Hindu Temple Society and Christ United Church of Christ), and commercial and industrial developments.

Existing and adjacent infrastructure in the area includes public water and sewer service provided by the City of Bethlehem and the following roadways:

- Airport Road (a Minor Arterial owned by PennDOT)
- Schoenersville Road (a Minor Arterial owned by PennDOT)
- Orchard Road (a Collector Road owned by the Township)
- Sydna Street (a Local Road owned by the Township)
- Kim Street (a Local Road owned by the Township)

This area is able to support development at the scale of the nearby Lehigh Valley Industrial Park I (LVIP I).



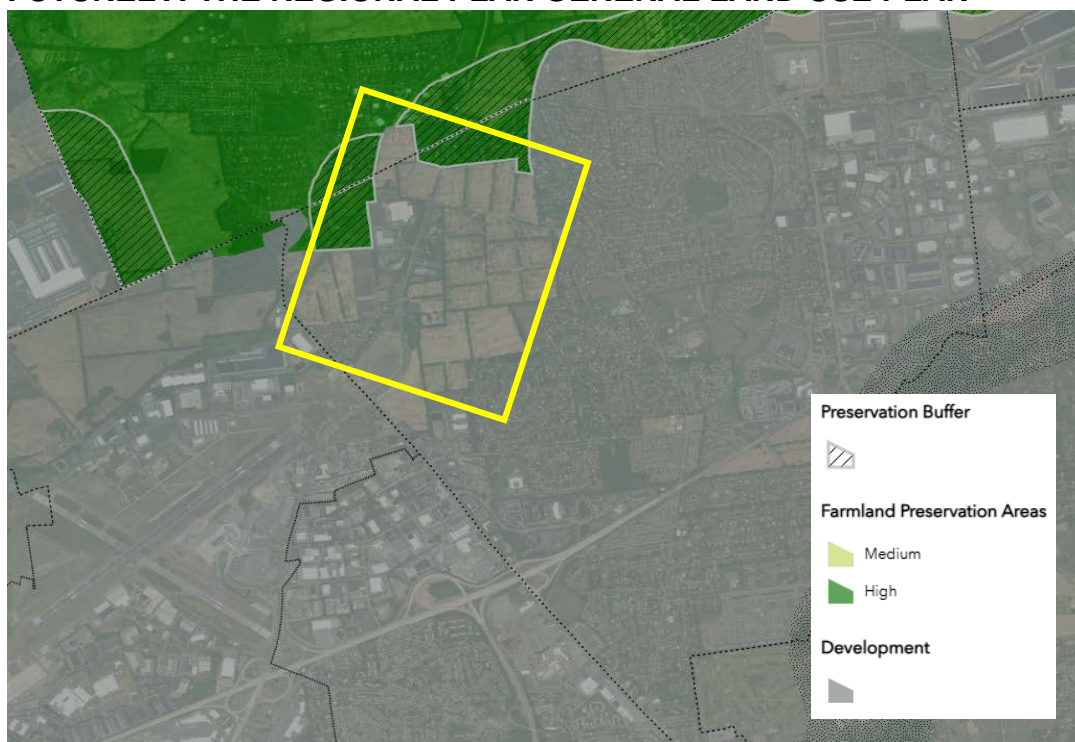
*Approximate location of the AFHBD*

### ***FutureLV: The Regional Plan***

The area is identified for Development in the General Land Use Plan of *FutureLV: The Regional Plan*, where the land is appropriate for a variety of uses, including major commercial and industrial development. Existing factors needed to support growth like adequate sewer and transportation infrastructure capacity and continuity to existing development are present (*FutureLV: The Regional Plan*, Page 60).

The General Land Use Plan in *FutureLV: The Regional Plan* aims to direct development in areas with appropriate infrastructure to 'guide the location and intensity of development' (*FutureLV: The Regional Plan*, of Policy 1.1). Careful consideration should be given during the development process to 'strengthen freight mobility to minimize quality of life impacts to residents' (*FutureLV: The Regional Plan*, Policy 2.4). The site's proximity to the Lehigh Valley International Airport (LVIA) heightens the importance to 'protect existing and future LVIA runway approaches' (*FutureLV: The Regional Plan*, of Policy 2.2). The project site's location near a high crash corridor stresses the importance of collaborative planning to avoid exacerbating the nearby transportation network.

## FUTURELV: THE REGIONAL PLAN GENERAL LAND USE PLAN



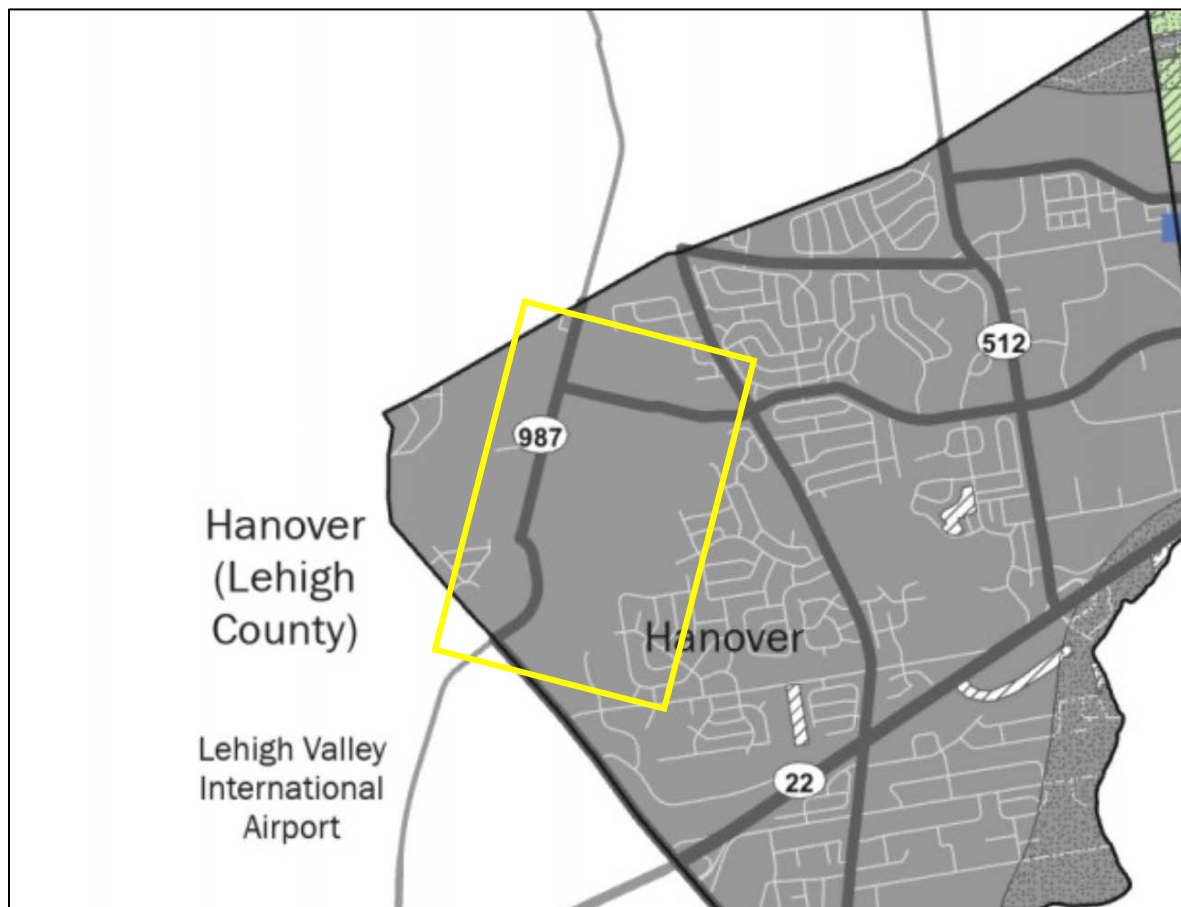
*FutureLV's General Land Use Plan notes that the AFHBD is designated for development as it generally hosts sewer, water, and transportation facilities that support additional growth. Areas designated for further development are also adjacent to areas that are already developed, generally.*

### ***Nazareth Area Multi-Municipal Comprehensive Plan***

The area is also identified for Development in the *Future Land Use Plan* of the *Nazareth Area Multi-Municipal Comprehensive Plan*, where there are all of the factors needed to support growth, such as sewer and transportation capacity and continuity to existing development. These areas are capable of accommodating a substantial amount of additional development, including major commercial and industrial (*NazPlan* Page 54):



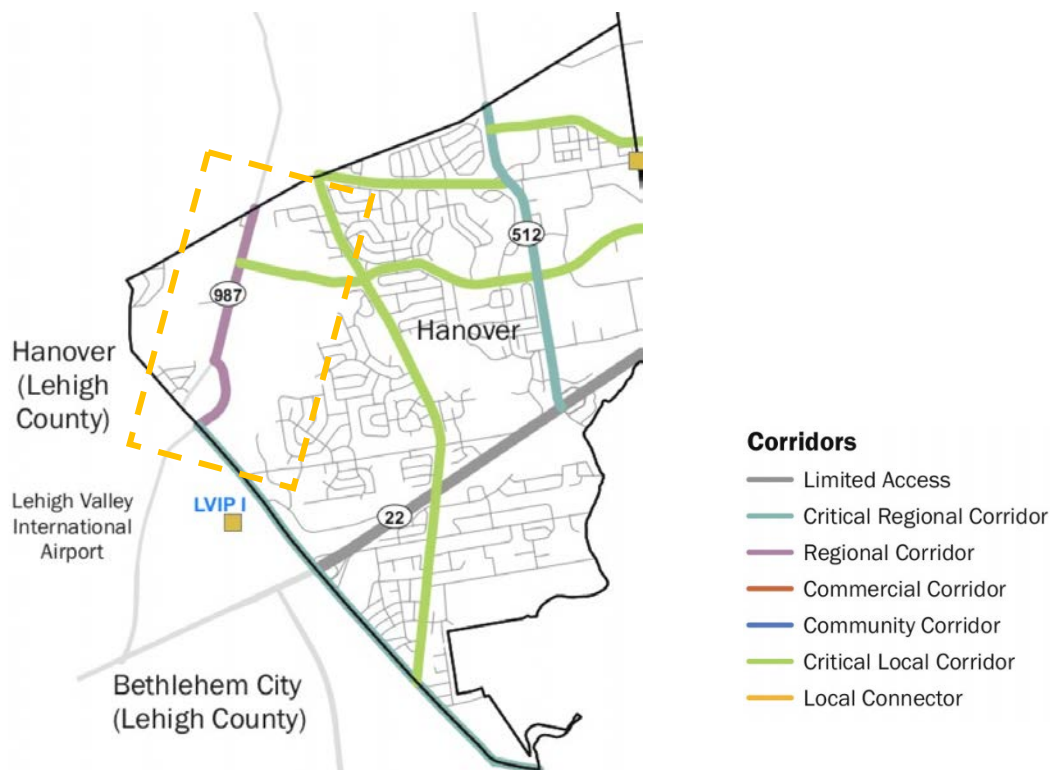
## NAZARETH AREA MULTIMUNICIPAL COMPREHENSIVE PLAN (NAZPLAN), GENERAL LAND USE MAP



*NazPlan Future Land Use Plan is consistent with FutureLV: The Regional Plan. Similar factors to determine where growth can be supported are utilized in both plans. The NazPlan, looks at the factors for development, shown in gray on the above map, is more detail.*

The Nazareth Area Multi-Municipal Comprehensive Plan aims to ‘coordinate warehouse and industrial land development with available road capacity, transit service and utility service’ (of *NazPlan* Policy 6.1). This includes locating industrial facilities within Development areas and near available or appropriately planned transportation capacity. Location of the AFHBD, adjacent to the Lehigh Valley International Airport, with its growing cargo operations, and nearly adjacent to Lehigh Valley Industrial Park I (LVIP I) further reinforces the logic behind some industrial uses being supported in this zoning district.

## NAZARETH AREA MULTIMUNICIPAL COMPREHENSIVE PLAN (NAZPLAN), CENTERS AND CORRIDORS MAP



*NazPlan Centers and Corridors Plan outline the capacity of transportation infrastructure as it relates to development patterns now and projected into the future. The AFHBD is served by two major corridors, Schoenersville Road, a Critical Regional Corridor and Airport Road, a Regional Corridor. Orchard Road transects the AFHBD and operates as a Critical Local Corridor. Overall, the transportation access to the AFHBD is excellent, though addressing impacts to all three of these facilities will be key with any development in this district.*

Airport Road is identified as a Critical Regional Corridor in the *NazPlan Centers and Corridors Plan*. Freight facilities should be located along appropriately designed roads with direct access to higher classification roads, such as Regional Corridors in proximity to Limited Access, Route 22 interchanges (of *NazPlan Policy 6.1*).

Allowing freight development in areas with the capacity to accommodate it reduces future pressures in less-desirable areas of the Township (of *NazPlan Policy 1.1* and Goal 2). To provide further clarity, an overview and assessment of varying scales of freight-based land uses is provided in the next section.

## HOW DOES FREIGHT REALLY WORK?

Freight is an essential component of any society, not only for those in the region, but also unknown destinations. The facilities can be 50,000 square feet gross floor area to more than 1 million square feet. Freight movements can be for raw material, finished goods or the transportation and storage of materials through distribution. Freight moves can involve rail, air, sea and commercial vehicles, including tractor trailers. They can also include business parks and general light manufacturing. Additionally, a single building may have multiple tenants that are operating separately as many large-scale buildings are divided to provide flexibility and suitability to end users.

The ever-evolving complexities of freight facility operations can vary from tenant to tenant. The success of these facilities relies on adaptability, where different end users are able to cycle in and out of the space as business needs grow and change.

*FutureLV: The Regional Plan* encourages municipalities to consider how potential turnover in freight facilities impacts the infrastructure system, tax base, the environment and surrounding community (*FutureLV: The Regional Plan*, of Policy 2.4).

The operations inside the building generally are all inclusive of the use and each element is required for the business to operate efficiently, enabling much of the work to be done under one roof or between adjacent or nearby supportive facilities. Some situations even require synergy between uses, where the manufacturer of a material may be located adjacent to an assembly operation. Mack Trucks in Lower Macungie Township is a very good example of the need for multiple industrial buildings. No fewer than four nearby industrial buildings support the main Mack assembly plant. Some of these are operated by Volvo-Mack Trucks, some are operated by businesses that specifically manufacture and assemble components that go into vehicles in the main Mack assembly plant. Other facilities solely store materials and components and are moved on-demand to the Mack assembly plant.

Another example is the Keurig-Dr. Pepper facility, also in Lower Macungie Township. Keurig-Dr. Pepper manufactures a wide array of packaged beverages in one building, and robotically moves pre-manufacture bottles and post-manufacture products to an adjacent staging and warehousing building adjacent.

In these two instances, manufacturing needs multiple facilities and/or supports other partner businesses across multiple buildings, thus supporting the business park concept.

Another, different example is the Pretium Packaging manufacturing and warehousing facility in South Bethlehem. This company manufactures and distributes a variety of containers for the healthcare, cleaning, food and beverage industries. Manufacturing, staging and storage happens under a single roof. However, as the company grows its

business it is planning to find adjacent or nearby space to grow. This is preferred adjacent or nearby as a business decision and by the City for planning reasons. Similar to the previous examples, the concept of a business park is most efficient for business and community.

Lastly, in Bethlehem Township, Premier Environments, a corporate office furniture company, has an office, showroom, staging and storage on Baglyos Circle near Route 33. In addition, they sublet a portion of the building to an online retailer. The building's form looks like any modern rectangular industrial building but hosts a variety of uses, which can easily adjust based on the need of both the businesses occupying it. In many ways the building is the business park version of what a 20<sup>th</sup> century strip commercial center is.

In summary, the AFHBD should continue to allow a wide range of business uses in a variety of contexts, within a single building and across buildings. It is clear that multiple sub-sectors of industrial from manufacture to assembly to storage to staging to distribution cluster in business parks. In addition, uses from e-commerce to show room to office can and do cluster in business parks. Ensuring that any buildings in business parks remain viable, once constructed, so as not to be disinvested and potentially blighted is certainly important. In fact, it is one of the biggest lessons learned from the 19<sup>th</sup> and 20<sup>th</sup> century single-use industrial facilities that have closed, like Bethlehem Steel. In order for viability to be ensured flexibility of zoning uses and mixed-use conditions should be supported in business parks.

### **Transportation Impacts and the Zoning Codes Relationship to Subdivision and Land Development**

One of the most complicated issues that any community that hosts a business park must address is transportation impacts. While the AFHBD has a robust system of roadways adjacent and nearby, the individual effects of each proposed development must be understood as part of the Subdivision and Land Development process. This exists outside of a zoning but, corollary to it.

However, to provide continuity between the zoning code and subdivision and land development ordinance, definitions related to transportation impacts are critical. Think of the role of the zoning code as the first step in the approval process and the subdivision and land development ordinance as the last. Definitions, set backs, etc. are housed in the zoning code and individual impact calculations are made during the development process. Below is a summary of various Institute of Transportation Engineers trip generation definitions that should be considered for business parks in the Township's zoning code as step one to overall development in the AFHBD.

The Institute of Transportation Engineers (ITE) Trip Generation Manual is the industry standard for identifying the transportation impacts of various land uses. The LVPC



strongly recommends municipalities adopt ITE land use definitions as a best practice to ensure proper planning and regulation of land uses. Using ITE land use definitions helps require land developments with freight impacts to establish and address transportation infrastructure needs (of *NazPlan* Policy 5.1 and 6.1).

The ITE Trip Generation Manual is also utilized by the Pennsylvania Department of Transportation (PennDOT) when reviewing and requesting Transportation Impact Studies (TIS) for land developments affecting PennDOT-controlled roadways. Using ITE Trip Generation Manual definitions eliminates the ambiguity of interpretations of definitions outside of the industry professionals of these types of developments and the reviews by the municipality. ITE definitions are practical and defensible for the municipality and enable the flexibility of end users with the same transportation impacts.

Each category or subcategory under the industrial uses of the ITE standard definitions can have varying transportation impacts as far as trip generation. The municipality has flexibility to allow these types of uses that are similar or less impactful than the current zoning. It is recommended that the municipality research the transportation impacts of the existing permitted uses against what the impacts would be for a variety of industrial uses that may align with the AFHBD.

Operations of industrial commercial facilities can be generally classified into the following high level categories:

- Manufacturing,
- Warehousing (with subsets),
- Fulfillment Center,
- Industrial / Business Parks and
- General Light Industrial.

### **Manufacturing**

Manufacturing facilities are complex operations in which to calculate the impacts of commercial vehicles on the roadway network. Generally manufacturing has higher passenger vehicle movements by employees than freight movements by truck.

The Institute of Transportation Engineers (ITE) defines a manufacturing facility as follows:

*“A manufacturing facility is an area where the primary activity is the conversion of raw materials or parts into finished products. Size and type of activity may vary substantially from one facility to another. In addition to the actual production of goods, a manufacturing facility typically has an office and may provide space for warehouse, research, and associated functions.”*

The manufacturing floor or assembly area for the creation of end product is generally dependent on the goods being created if all aspects are all on site. Some manufacturing companies will have off site storage of raw material. The ever-evolving complexities of the operations of these facilities can vary from tenant to tenant. Calculations of specific uses of floor area can be detrimental to the long-term sustainability of these types of uses for the subsequent tenants.

## **Warehousing**

The Institute of Transportation Engineers (ITE) defines a warehouse facility **under overarching Land Use 150** as follows:

*“A warehouse is primarily devoted to the storage of materials, but it may also include office and maintenance areas.*

*High-cube transload and short-term storage warehouse (Land Use 154), high-cube fulfillment center warehouse (Land Use 155), high-cube parcel hub warehouse (Land Use 156), and high-cube cold storage warehouse (Land Use 157) are related uses.”*

The characteristic of a warehouse has many subsets, as shown in the above definition pointing out the various related uses, of the actual operations occurring within the facility and the transportation impacts.

The amount of office/employee welfare space that is provided within can be highly variable but is typically a smaller portion of the overall building square footage. Various manufacturers have their own requirements for operating manufacturing such as having offsite buildings or entities to supply components or store finished goods prior to shipping.

Additional information on High Cube warehouses, a very specific subset of the warehousing category, can be found in the appendices.

## **Fulfillment Centers**

The Institute of Transportation Engineers (ITE) defines Fulfillment Centers facility as follows:

*“Each fulfillment center in the ITE database has been categorized as either a sort or non-sort facility. A sort facility is a fulfillment center that ships out smaller items, requiring extensive sorting, typically by manual means. A non-sort facility is a fulfillment center that ships large box items that are processed primarily with automation rather than through manual means. Separate sets of data plots are presented for the sort and non-sort fulfillment centers. Some limited assembly and repackaging may occur within the facility.”*

*“**Sort** facilities are fulfillment centers that ship out smaller items, requiring extensive sorting, typically by manual means. Sort facilities typically have greater employees and far greater transportation impacts”*

*“**Non-Sort** facilities are fulfillment centers that ships large box items that are processed primarily with automation rather than through manual means. Some limited assembly and repackaging may occur within the facility. Non-sort facilities typically have less employees per gross floor area than the sort facilities but can have similar freight movements moving larger items and loaded tractor trailers have fewer whole items than the sort facilities.”*

### **Industrial Parks**

The Institute of Transportation Engineers (ITE) defines an Industrial Park as follows:

*“An industrial park contains several individual industrial or related facilities. It is characterized by a mix of manufacturing, service, and warehouse facilities with a wide variation in the proportion of each type of use from one location to another. Many industrial parks contain highly diversified facilities. Some parks have a large number of small businesses and others have one or two dominant industries with ancillary or complimentary operations or amenities such as childcare.”*

Transportation impacts of industrial parks can be highly variable and dependent on the operations or businesses within. Some industrial parks can be research and innovation in nature while others can be e-commerce, business and ancillary businesses

### **Business Parks**

The Institute of Transportation Engineers (ITE) defines a Business Park as follows:

*“A business park consists of a group of flex-type or incubator one- or two-story buildings served by a common roadway system. The tenant space is flexible and lends itself to a variety of uses. The rear side of the building is often served by a garage door. Tenants may be start-up companies or small mature companies that require a variety of space. The space may include offices, retail and wholesale stores, restaurants, recreational areas and warehousing, manufacturing, light industrial, or scientific research functions. A common mix is 20 to 30 percent office/commercial and 70 to 80 percent industrial/warehousing. Industrial park (Land Use 130), general office building (Land Use 710), corporate headquarters building (Land Use 714), single tenant office building (Land Use 715), office park (Land Use 750), and research and development center (Land Use 760) are related uses.”*

### **General Light Industrial**

The Institute of Transportation Engineers (ITE) defines General Light Industrial as follows:

*“A light industrial facility is a free-standing facility devoted to single use or operation. The facility has an emphasis on activities other than manufacturing and typically has minimal office space. Typical light industrial activities include printing, material testing, and assembly of some items prior to individual van type delivery or limited tractor trailer deliveries to an end user or client.”*

These are just a few examples of the variables in land uses and definitions. It is easy to get so granular that you define the area as being nonflexible in types of end users in any zoning district or defining area. The economy dictates the types of facilities that the business community will require to operate. Initial users of these buildings may not stay at the end of their lease for a variety of reasons including outgrowing the facility or corporate restricting as an example. Having these definitions standardized with the ITE Trip Generation Manual definitions gives the building opportunities to change user while still having similar transportation impacts regardless of the tenant.

The municipality has an opportunity to adjust their definitions and subsequent transportation associated impacts (e.g. vehicle trips generated) to align with existing zoning so as to not permit a use that has a greater trip generation threshold than is currently permitted.

It is of note that the current text of the AFHBD essentially allows a combination of industrial and business park type uses based on the ITE Manual. Based on *NazPlan*, which is the vision developed by the community for its future, other developments in the Township, including the mixed-use business/industrial park East of State Route 512 (Bath Pike) and for the purposes of this memorandum we refer generally to the AFHBD as a business park. This reinforces the overall community vision for the site which is scaled to be additive to the community versus so intensive to be detractive.

### **Transportation Considerations**

Generally, the Pennsylvania Department of Transportation (PennDOT) and LVPC are involved with aspects of the transportation network through the preliminary land development and Highway Occupancy processes and associated scoping meetings for the development of a Transportation Impact Study (TIS). The purpose of the TIS is to study the effected transportation infrastructure and any required improvements by the development to mitigate impacts and allow the facility to operate in a sustainable function. As noted, PennDOT utilizes the ITE Trip Generation Manual for their reviews and analysis of what improvements will be required of the development for the state roadway network. It is noted that the TIS is developed during the subdivision and land

development and/or Highway Occupancy process, not during zoning. In order to align the zoning process, which often occurs before the subdivision and land development process, usage of the ITE Manual definitions provides continuity and consistency between these processes. An appendices is provided at the end of this memorandum with ITE definitions that should be considered for your zoning code amendment.

## USES RECOMMENDED FOR AFHBD

Based on the specific location and of the AFHBD, analysis conducted for NAZPlan and FutureLV, understanding of modern business park and industrial operations, it is recommended to conditionally allow the following uses **in addition to the current permitted uses**:

- MANUFACTURING, LIGHT
- SPECIALITY TRADE CONTRACTORS
- WAREHOUSE, FULFILLMENT CENTER
  - LAST-MILE FULFILLMENT FACILITIES/STATIONS
  - TRANSLOAD AND SHORT-TERM STROAGE
- OFFICES
- SHOWROOMS

### Accessory Uses

The following land uses are listed in the ordinance (Section 185-38. D) as permitted uses and should be relocated to accessory uses (Section 185-38. H):

- Solar energy systems, including rooftops, ground mounted and carport solar canopies.
- Vehicle charging stations (amenity for parking lots of uses).

Proposed additional accessory use:

- Truck parking and staging without gasoline or diesel fueling

## USES INAPPROPRIATE FOR THE AFHBD

The following uses are not appropriate for the AFHBD based on the context of the location (of *NazPlan* Policies 1.1 and 6.1; of *FutureLV: The Regional Plan* Policies 1.4 and 2.2):

- HIGH CUBE PARCEL HUB WAREHOUSE, due to transportation impacts
- HIGH CUBE COLD STORAGE WAREHOUSE, due to transportation impacts
- TRUCK STOP, due to transportation impacts
- TRUCK TERMINAL, due to transportation impacts
- DATA CENTER, due to noise and power considerations



- SOLAR FARMS (UTILITY SCALE) due to proximity to the airport (glare)
- RETAIL, due to the limitations of site configuration and resulting impacts on personal vehicular traffic flow and lack of multimodal alternative transportation options.

## ADDITIONAL ORDINANCE RECOMMENDATIONS

As the Township evaluates its zoning regulations to facilitate desired development in the AFHBD, the LVPC encourages the Township to focus less on regulating specific land uses and focus more on regulating the overall impacts of development, including traffic and transportation, design and aesthetics and environmental considerations (*FutureLV: The Regional Plan*, Policy 1.1). These are housed in the subdivision and land development ordinance typically.

Again, business parks are very similar to traditional commercial strip malls in that over time they will have different uses, as tenants come and go. However, the commercial strip mall development remains. Defining a specific percentage of space permitted for specific uses is arbitrary because it differs based on business needs, and allowing the flexibility for different tenants to make the space work for their needs supports the long-term viability of the development and is better for the community overall. The Township's Zoning and the Subdivision and Land Development ordinances work in tandem to support the long-term viability and resiliency of any business park, the Guardian Insurance site is a good example in the Township.

When considering requirements in the AFHBD, those standards should be similar to the Township's other employment zoning districts such as the PIBD Planned Industrial/Business District and the LBD Limited Business District. Having substantially different requirements for minimum acreage or maximum lot coverage for similar uses may lead to unintended externalities. Because of the single ownership the land in the AFHBD could inadvertently result in a spot zone dependent on legally established lot lines. Maximum allowable coverage can also mistakenly be used to limit the amount of development on a site, but in reality, results in sprawling development patterns because developers must use more land to support a development. Increasing the maximum allowable lot coverage can be a better approach when land conservation is a priority, because the land developed can be used more efficiently.

To further avoid spot zoning the subdivision and land development ordinance provisions for a master site plan are critical. A master site plan, done during the land development process, lays out the overall design of the land. In this case, the entire AFHBD could be included, or at least a vast majority of it. Master site plans include all building and parking layouts and orientation, transportation systems and connectivity to adjacent roads, and buffering from neighboring land uses, to name a few. Master site plans allow the relationships between buildings, including joint stormwater utilities, to be

organized in a way that reduces redundancy and allows for building clustering. Since this process occurs after the zoning review, a focus on lot coverage by building, for example, can create a waterfall of issues that work against the Township's goals. It is not reasonable for buildings closest to Airport or Schoenersville Road to have 90% lot coverage if this allows for a larger buffer between the business park and adjoining residential neighborhood. It is recommended that the buffer between the AFHBD and the adjoining residential be between 200' and 300' (feet) and include bearing and heavy landscaping. Connectivity between the AFHBD and the adjoining Pharo Park should also be designed into the master site plan. Sidewalks, bikeways and transit stops are also critical facilities to the successful operation of a modern business park as well.

Based on recent development trends, understanding the industrial market and uses that occur in modern business parks, it is recommended that buildings up to 650,000 square feet be allowed in AFHBD. Larger buildings should be clustered nearer to transportation infrastructure with greater capacity, like Airport and Schoenersville Road and away from local roads like Orchard. A variety of square footages can be encouraged with both the zoning code and the master site planning process. A variety of building sizes allows for greater long-term viability of the site, particularly as the average business park lease ranges from five to ten years and is typically seven. Again, this underscores the comparison between the modern business park and a traditional strip commercial mall. Flexible and configurable in order to remain useable.

Because allowing higher building coverage ratios can result in larger buildings there are several techniques that the Township can employ to reduce the visual and community impact and ensure the viability of modern business park uses.

## BUILDING FAÇADE DESIGN STANDARDS

The facade design of buildings plays a vital role in enhancing the visual appeal and environmental sustainability of developments and contributes to the overall livability of communities. Industrial buildings blend harmoniously with their surroundings through thoughtfully designed facades, parking and dock door locations, landscaping and buffering by reducing the visual and noise impact of large structures and fostering a sense of cohesion between neighborhoods. By integrating sustainable materials and design, industrial facades also contribute to environmental goals, reducing energy consumption and greenhouse gas emissions. These benefits, in turn, enhance community well-being by promoting cleaner air, increased property values, and improved aesthetic standards, creating an industrial presence that respects and enriches the local environment.

The LVPC recommends including the following language as a provision in the Township's zoning ordinance regulations for freight-based land uses:

*Building design must harmonize with surrounding developments and incorporate features that reduce visual impact, including varied heights, projections, materials, colors and distinct, well-defined main entries. Materials and colors should complement the community's character and use durable, aesthetic components, with accents and signage that align with the overall architectural style.*

*Parking and docking areas should be located and buffered or screened to minimize visual and noise impacts. Walls, street trees, landscape trees and shrubs and berms work are acceptable combinations of treatments to reduce impacts.*

Specific design criteria can be further incorporated into the Township's Subdivision and Land Development Ordinance in the future and cross-referenced between the zoning/SALDO façade design requirement sections.

### **Illustrative Examples of Façade Design on Buildings:**



*Central Austin Business Park, Texas. Note the variation in façade design and the lawn and buffer wall that shields the dock doors from the street.*



*Point South Logistics, Texas. Parapet design at the roofline and color were used to create visual interest and to reduce the overall look and feel of the building.*



*Chino – Inland Empire West, California. Bump-outs, windows and landscaping along key facades were used to create the look and feel of an office building, while this facility operates as largely industrial. This building is over 900,000 square feet.*



*Pico Rivera Business Center, California. The developer utilized building massing, parapet differentiation, landscaping and pedestrian elements to create the look, feel and function of a business park. Though this building is largely industrial, the site and building design speak to a variety of potential uses from office to e-commerce. In addition, the significant landscaping around the*

*building is a stormwater management feature and carbon sequestration or carbon dioxide reducing tactic that helps offset emissions from industrial operations.*

## ADDITIONAL RECOMMENDATIONS

As the Township moves towards finalizing legislation that will impact development in the AFHBD, the LVPC recommends Township officials coordinate an opportunity to tour existing facilities established by the Airport Authority's preferred developer to enhance collective understanding of industrial facility operations and needs.

As the Township continues to consider regulatory updates to align with their community vision and goals, including those of the Nazareth Area Multi-Municipal Comprehensive Plan, the LVPC strongly recommends that over the next 24 months the Township update the zoning ordinance and subdivision and land development ordinance (SALDO) to ensure regulations are organized within the zoning ordinance and SALDO as appropriate. The LVPC is available to support this process and further discuss refining the Township's ordinances and we look forward to working with you to advance community and regional goals.



## APPENDIX

Specific information on land use definitions from the ITE Manual are noted below.

### LAND USES APPROPRIATE FOR THE AFHBD

- **MANUFACTURING, LIGHT (Land Use 140)**

“A light manufacturing facility is an area where the primary activity is the conversion of raw materials or parts into finished products not reliant on heavy components such as iron or industrial motors. Size and type of activity may vary substantially from one facility to another. In addition to the actual production of goods, a manufacturing facility typically has an office and may provide space for warehouse, research, and associated functions.”

- **SPECIALITY TRADE CONTRACTORS (Land Use 180)**

“A specialty trade contractor is a business primarily involved in providing contract repairs and services to meet industrial or residential needs. This land use includes businesses that provide the following services: plumbing, heating and cooling, machine repair, electrical and mechanical repair, industrial supply, roofing, locksmith, weed and pest control, and cleaning.”

- **WAREHOUSE (Land Use 150)**

“A warehouse is primarily devoted to the storage of materials, but it may also include office and maintenance areas. High-cube transload and short-term storage warehouse is a related use“

Note: Majority of speculative built warehouses, without a known tenant utilize this ITE Land Use Code 150 for transportation impacts analysis following guidance from the Pennsylvania Department of Transportation (PennDOT) for Transportation Impact Studies/Assessments creation and review. If the intended land use (operations) aspect is known, the appropriate land use code should be used as to capture true impacts.

- **WAREHOUSE, FULFILLMENT CENTER (Land Use 155)**

Fulfillment centers in the ITE database have been categorized as either a sort or non-sort facility.

- “A sort facility is a fulfillment center that ships out smaller items, requiring extensive sorting, typically by human manual means.”
- “A non-sort facility is a fulfillment center that ships large box items that are processed primarily with automation rather than through manual means. Separate sets of data plots are presented for the sort and non-sort fulfillment centers. Some limited assembly and repackaging may occur within the facility.”

- **LAST-MILE FULFILLMENT FACILITIES/STATIONS are a subset of Land Use 155)**

“Are facilities that arrange goods from retail locations of other warehouses for delivery typically to residential points from a centralized location. Typically, these last mile deliveries are by delivery type vehicles under the size of a tractor trailer. A warehousing, last-mile fulfillment facility typically has little storage duration, high throughput, and its operations are high efficiency and are driver employee dependent on the final delivery trips.”

- **OFFICES (Land Use 710)**

“A general office building is a location where affairs of businesses, commercial or industrial organizations, or professional persons or firms are conducted. An office building houses multiple tenants that can include, as examples, professional services, insurance companies, investment brokers, a banking institution, a restaurant, or other service retailers. A general office building with a gross floor area of 10,000 square feet or less is classified as a small office building”

- **SHOWROOMS (Land Use Range 800-899)**

“Showrooms are used to display goods for retail sale, such as appliances, cars, or furniture. related to department store (Land Use 875), Car Sales (Land Use 840) with the aspect that it generally offers centralized specific types of goods on display for purchase or layout of furniture scale products that are advertised for physical visual selection by the purchaser. Showrooms offer a variety of customer services and a variety of selection of physical items. The showrooms included in this land use are often the only ones on the site, but they can also be found in mutual operation with a related or unrelated goods for sale or ordering.”

- **WAREHOUSE, HIGH CUBE TRANSLOAD AND SHORT TERM (Land Use 154)**

“A high-cube warehouse (HCW) is a building that typically has at least 200,000 gross square feet of floor area, with an interior ceiling height in excess of 48 feet or more and is used primarily for the storage and/ or consolidation of manufactured goods (and to a lesser extent, raw materials) prior to their distribution to retail locations or other warehouses.

A high-cube warehouse can be free-standing or located in an industrial park.” A transload facility has the primary function of consolidation and distribution of pallet loads (or larger) for manufacturers, wholesalers, or retailers. A transload facility typically has little storage duration, high throughput, and its operations are high efficiency. A short-term HCW is a distribution facility often with custom/special features built into the structure for the movement of large volumes of freight with only short-term storage of products.

## LAND USES INAPPROPRIATE FOR THE AFHBD

- **WAREHOUSE, HIGH CUBE PARCEL HUB (Land Use 156)**

“A high-cube parcel hub warehouses typically serves as a regional and local freight-forwarder facility for time sensitive shipments via airfreight and ground carriers. A site can also include truck maintenance, wash, or fueling facilities. Some limited assembly and repackaging may occur within the facility.”

- **WAREHOUSE, HIGH CUBE COLD STORAGE (Land Use 157)**

“A high-cube cold store warehouse has substantial temperature-controlled environments for frozen food and other perishable products. Modern facilities can be significant in height and the transportation of perishable products is time sensitive.”

It should be noted that the industry term for High Cube Warehouses is ever evolving, and the above definition may be antiquated in the context of land development. Newer facilities classified as HCW are ever growing in height and can through structure automation can be in excess of 100' in height. Most modern business type or business park buildings are over 24 feet in height as an example of the definition not aligning of warehouse versus high cube warehouse.

In consideration of warehousing structures, the location of the proposal may have an impact on the flight path of Lehigh Valley International Airport. “*The Federal Aviation Administration (FAA) encourages and assists local airport sponsors and their community land use planning authorities with undertaking their best efforts to secure compatible land use development and planning within the airport flight path.*” It should be noted that there are various height restrictions of structures within the flight path and general vicinity of airports that are essential and must be complied with.

- **TRUCK STOP (Land Use 950)**

“A truck stop is a facility located adjacent to an interstate highway interchange that provides commercial vehicle fueling, space and supplies for self-service vehicle maintenance, and other services specific to the needs of truckers (e.g., showers, on-site truck parking area). The facility typically contains a convenience store, restroom facilities, and one or more restaurants”

- **TRUCK TERMINAL (Land Use 030)**

“An area or structure where cargo is stored and where trucks load and unload cargo at regular intervals a facility for the receipt, transfer, short-term storage, and dispatching of goods transported by truck. An intermodal truck terminal is a facility where goods are transferred between trucks, between trucks and railroads, or between trucks and ports.”

- **DATA CENTER (Land Use 160)**

“A data center is a free-standing warehouse type of facility that is primarily used for off-site storage of computer systems and associated components including applications and secure data. Some data centers may include maintenance areas and a small office. Data centers may be occupied by single or multiple tenants. Data centers typically have a small number of employees and visitors.”

- **SOLAR FARMS (UTILITY SCALE), (Land Use 170)**

*“Utility land uses are typically free-standing building(s) or equipment that can house office space, a storage area, and electromechanical or industrial equipment that support a local electrical, communication, water supply or control, or sewage treatment utility.”*

Note: Solar Farms are large in scale and not associated with any single end user or business but are for power generation and redistribution offsite to end users of electricity. These utility scale solar farms can have visual glare concerns and are not recommended due to the impact of glare on adjacent residences and low-flying aircraft

- **RETAIL (SHOPPING CENTERS) (Land Use 820, 821)**

“Retail shopping centers are classified as an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. It often has more than one anchor store. Various names can be assigned to retail shopping centers depending on its specific size and tenants, such as community center, regional center, superregional center, fashion center, and power center.

A retail shopping center typically contains more than retail merchandising facilities. Office space, a movie theater, restaurants, a post office, banks, a health club, and recreational facilities are common tenants. A retail shopping center can be enclosed or open-air.”



# Hanover Engineering

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

November 19, 2024

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

RE: Muller Martini Corporation  
Site Improvements  
Northgate II, Lot 1  
4444 Innovation Way  
Preliminary/Final Plan  
Hanover Project H21-18

Dear Mark:

In accordance with your e-mail request of October 24, 2024, we have completed a site inspection of the improvements for the parking lot expansion on the Muller Martini Site. The responsibility for construction of the improvements is detailed in the site plan improvements agreement dated June 12, 2024.

All improvements required by this agreement have been completed.

The Township can return the security subject to approval by the Board of Supervisors with the condition of the Developer complying with Township Policy 8 (Plans and Appeals Accounts)

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

Respectfully,

HANOVER ENGINEERING

  
Brian R. Kocher, PE  
Township Engineer

brk:jlw2

S:\Projects\Municipal\HanoverTwp\H21-18-MullerMartiniCorporationBuildingExpansion\Docs\11-19-24-MullerMartiniCorpBldgExpSktechPlan-SiteImprovements.doc

Enclosure(s)

cc:

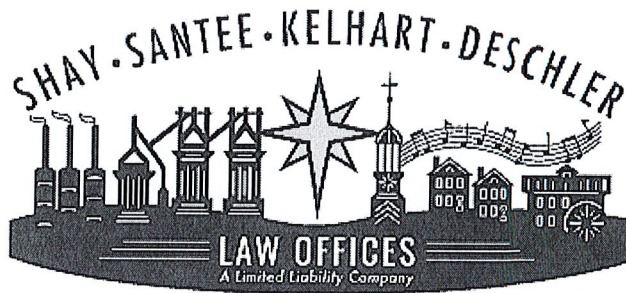
Ms. Tracy Luisser, Zoning Administrator (via e-mail)  
James L. Broughal, Esquire (via e-mail)  
Richard Slattery, Muller Martini (via e-mail)  
Larry Yurick, Muller Martini (via e-mail)



Michael P. Shay  
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Joanne Kelhart  
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Richard ("Ricky") E. Santee  
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Richard E. Santee, Jr.  
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Michael C. Deschler  
mcdeschler@sskdllaw.com

Matthew J. Deschler  
mjdeschler@sskdllaw.com

November 15, 2024

*Via first-class U.S. mail and email to klymanstall@hanoverwp-nc.org*

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

*RE: Arcadia Development Corporation – Preliminary/Record Plan Submission for Proposed Industrial Development, Dated April 10, 2023, last revised October 31, 2023 – 300 Gateway Drive – Hanover Project No. H23-21  
MPC Extension to December 31, 2024*

Dear Ms. Lymanstall:

I am counsel for Arcadia Development Corporation. The above-referenced preliminary/final land development and lot consolidation plan has been submitted to the Township and is pending before the Board of Supervisors, which has at present until November 30, 2024, to act and render a decision on the plan pursuant to Section 508 of the Municipalities Planning Code ("MPC"), 53 P.S. § 10508. Please consider this letter as a request and agreement, pursuant to Section 508(3) of the MPC, 53 P.S. § 10508(3), to extend the time for the Board of Supervisors to act and render a decision on the plan to December 31, 2024. Thank you for your attention to this correspondence. Please confirm that the above-referenced plan shall not be on the November 26, 2024, Board of Supervisors' agenda. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

SHAY, SANTEE, KELHART & DESCHLER LLC

  
Matthew J. Deschler

As authorized by:

ARCADIA DEVELOPMENT CORPORATION

By:



Richard E. Thulin, President

44 East Broad Street  
Suite 210  
Bethlehem, PA 18018

www.sskdllaw.com  
Tel: (610) 691-7000  
Fax: (610) 691-3529

**HANOVER TOWNSHIP – NORTHAMPTON COUNTY**

**RESOLUTION # 2024 - 29**

**WHEREAS**, the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania (the “Board of Supervisors”) enacted certain amendments to the Shade Tree Ordinance (the “Ordinance”) on April 28, 2009; and

**WHEREAS**, the Ordinance provides for the Board of Supervisors or their duly appointed representatives, to exercise all of the powers granted by the Ordinance to the Board of Supervisors over the custody and control of shade trees and street trees in Hanover Township, Northampton County, Pennsylvania (the “Township”); and

**WHEREAS**, the Ordinance provides a list of deciduous trees acceptable for planting within the Township as is listed in the Chapter 67, Construction Standards (as amended), and/or any additional list of deciduous trees which may be approved by the Board of Supervisors from time to time by resolution.

**WHEREAS**, the Board of Supervisors desires to amend the list of deciduous trees acceptable for planting within the Township.

**NOW THEREFORE, BE IT RESOLVED** and it is **RESOLVED** by the Board of Supervisors that list of deciduous trees acceptable for planting within the Township is hereby amended and modified as hereinafter set forth on the attached **EXHIBIT “A”**.

**RESOLVED** this 26<sup>th</sup> day of November, 2024.

ATTEST

**BOARD OF SUPERVISORS**  
**Hanover Township,**  
**Northampton County**

By: \_\_\_\_\_  
Kimberly R. Lymanstall, Secretary  
Board of Supervisors

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

## **EXHIBIT “A”**

**Section of the Tree List Highlighted in Yellow is being added so residents have additional options.**

# HANOVER TOWNSHIP NORTHAMPTON COUNTY

## APPROVED STREET TREES

Large Deciduous (over 45') - Use Without Overhead Wires

**Only single stem trees allowed - no multistem specimens**

	Scientific Name	Common Name	Notes
Maple	Acer x freemanii	Freeman maple	Hybrid
	'Autumn Blaze', 'Autumn Fantasy', 'Celebration'		
	Acer saccharum	Sugar maple	No columnar varieties
	'Green Mountain', 'Fall Fiesta', 'Legacy', 'Bonfire'		
Horsechestnut	Aesculus hippocastanum 'Baumannii'	Baumann horsechestnut	Fruitless, no nuts
Hackberry	Celtis laevigata 'All Seasons', 'Magnifica'	Sugar hackberry	
	Celtis occidentalis 'Prairie Pride'	Common hackberry	
Katsura	Cercidiphyllum japonicum	Katsura tree	
Turkish Filbert	Corylus colurna	Turkish filbert	
Rubber Tree	Eucommia ulmoides	Hardy rubber tree	
Ginkgo	Ginkgo biloba 'Autumn Gold'	Ginkgo	Male only
Kentucky Coffee Tree	Gymnocladus dioicus	Kentucky coffee tree	
Sweet Gum	Liquidambar styraciflua 'Rotundiloba'	Sweet gum	Seedless variety only
Black Gum	Nyssa sylvatica 'Wildfire'	Black gum or Black tupelo	
London Planetree	Platanus x acerifolia 'Bloodgood', 'Exclamation'	London Planetree	Without sidewalks
Oak	Quercus		Plant only in spring
	Q. acutissima	Sawtooth oak	
	Q. alba	White oak	
	Q. bicolor	Swamp white oak	
	Q. coccinea	Scarlet oak	
	Q. imbricaria	Shingle oak	
	Q. lyrata	Overcup oak	
	Q. macrocarpa	Bur oak	
	Q. muehlenbergi	Chinkapin oak	
	Q. phellos	Willow oak	
	Q. prinus	Chestnut oak	
	Q. robur	English oak	

	Q. rubra	Red oak	
	Q. velutina	Black oak	
Japanese Pagoda Tree	Sophora japonica 'Regent'	Pagoda or Scholar tree	Flowers can stain sidewalks
Linden	Tilia		
	T. americana	American linden	
	T. cordata	Little leaf linden	
	T. tomentosa 'Sterling'	Silver linden	
	T. x euchlora	Crimean-ungrafted linden	
Elm	Ulmus	Asian or hybrid elm	Only Dutch-Elm-Disease resistant
	'Accolade', 'Homestead', 'New Harmony',		(no variety is 100% resistant)
	'Commendation', 'Frontier', 'Triumph'		
Lacebark Elm	Ulmus parvifolia 'Dynasty'	Lacebark (Chinese) elm	
Zelkova	Zelkova serrata 'Green Vase', 'Village Green', 'Halka'	Zelkova	

**Must use the 'cultivars' listed. Any other cultivar must be approved by the Shade Tree Advisory Board**

## MEDIUM TREES (30 - 45' Height) - Use Next to Overhead Wires

**Only single stem trees allowed - no multistem specimens**

	Scientific Name	Common Name	Notes
Maple	Acer campestre	Hedge maple	
Horsechestnut	Aesculus x carnea 'Briotia'	Ruby red horsechestnut	
Hornbeam	Carpinus betulus	European hornbeam	No columnar varieties
Yellowwood	Cladrastis kentukea	Yellowwood	
Carolina Silverbell	Halesia carolina	Carolina silverbell	Likes shade
Goldenrain tree	Koelreuteria paniculata	Goldenrain tree	
Hophornbeam, Ironwood	Ostrya virginiana	American hophornbeam, Ironwood	
Parrotia	Parrotia persica	Persian parrotia	
Amur Cork	Phellodendron amurense 'Macho'	Macho amur cork tree	Male only
Cherry	Prunus x yeodoensis	Yoshino cherry	



Must use the 'cultivars' listed. Any other cultivar must be approved by the Shade Tree Advisory Board			
SMALL TREES (15 - 30' HEIGHT) - Use Under Overhead Wires			
Only single stem trees allowed - no multistem specimens			
	Scientific Name	Common Name	Notes
Maple	Acer		
	A. buergerianum	Trident maple	
	A. campestre	Hedge maple	
	A. griseum	Paperbark maple	
	A. tataricum	Tatarian maple	
	A. truncatum	Shantung maple	
Serviceberry	Amelanchier x grandiflora	Apple serviceberry	
	Amelanchier laevis	Allegheny serviceberry	Likes shade, short-lived
Hornbeam, ironwood	Carpinus caroliniana	American hornbeam, ironwood	
Redbud	Cercis canadensis	Eastern redbud	
Smoketree	Cotinus obovatus	American smoketree	
Hawthorn	Crataegus		
	C. crus-galli 'Inermis'	Cockspur hawthorn	Thornless
	C. laevigata 'Crimson Cloud'	English hawthorn	Thornless
	C. phaenopyrum	Washington hawthorn	Thorny
	C. viridis 'Winter King'	Southern hawthorn	Small thorns
Korean evodia	Evodia daniellii	Korean evodia, Bebe tree	
Amur maackia	Maackia amurensis	Amur maackia	
Crabapple	Malus	Many cultivars. Select those <25' high at maturity and resistant to scab, fireblight, rust and mildew	
Parrotia	Parrotia persica	Persian parrotia	
Cherry	Prunus sargentii	Sargent cherry	
	Prunus serrulata 'Kwanzan', 'Okame'	Kwanzan cherry	Short-lived
Stewartia	Stewartia koreana	Korean stewartia	
Japanese snowbell	Styrax japonicus	Japanese snowbell	
Fragrant snowbell	Styrax obassia	Fragrant snowbell	

Japanese tree lilac	Syringa reticulata 'Ivory Silk', 'Summer Snow'	Japanese tree lilac	
Must use the 'cultivars' listed. Any other cultivar must be approved by the Shade Tree Advisory Board			
	SIDEWALK TREES (15 - 30' HEIGHT) - Suitable Under Overhead Wires		
Acceptable in tree form only. Plant in tree lawn 2 ½' to 4' wide. Space 20'-25' on center			
	Scientific Name	Common Name	Notes
Maple	Acer		
	A. buergerianum	Trident maple	
	A. tataricum	Tatarian maple	
Serviceberry	Amelanchier x grandiflora	Apple serviceberry	
	‘Autumn Brilliance,’ ‘Princess Diana,’ ‘Trazam’		
	Amelanchier laevis ‘Cumulus,’ ‘Majestic’	Allegheny serviceberry	Likes shade, short-lived
Redbud	Cercis canadensis	Eastern redbud	
Dogwood	Cornus kousa	Kousa Dogwood	
Hawthorn	Crataegus		
	C. Crus-galli var. inermis	Cockspur hawthorn	Thornless
	C. viridis 'Winter King'	Winter King Hawthorn	Small thorns
Amur maackia	Maackia amurensis	Amur maackia	
Crabapple	Malus		
	White flowers: ‘Snowdrift,’ ‘Spring Snow,’ ‘Madonna,’		
	‘Harvest Gold’		
	Pink flowers: ‘Adams’, ‘Sentinel’		
	Red flowers: ‘Centurion,’ ‘Red Barron,’ ‘Prairifire’		
Cherry	Prunus x incam ‘Okame’	Okame cherry	
	Prunus serrulata 'Amanogawa’	Amanogawa Oriental cherry	Short-lived
Japanese tree lilac	Syringa reticulata 'Ivory Silk', 'Summer Snow'	Japanese tree lilac	
Must use the 'cultivars' listed. Any other cultivar must be approved by the Shade Tree Advisory Board			

	PROHIBITED TREES		
	Scientific Name	Common Name	
	Acer negundo	Boxelder	
	Acer platanoides	Norway maple	
	Acer saccharinum	Silver maple	
	Ailanthus altissima	Tree of heaven	
	Betula papyrifera	White or paper-bark birch	
	Fraxinus spp.	Ash - all varieties	
	Ginkgo female	Female ginkgo	
	Gleditsia - thorned	Thorned honeylocust	
	Juglans nigra	Black walnut	
	Morus spp.	Mulberry	
	Pyrus spp.	Pear - all varieties	
	Quercus palustris	Pin oak	
	Robinia pseudoacacia	Black locust	
	Salix spp.	Willow	
	Ulmus - non-DED resistant	Non-DED resistant elms	

**HANOVER TOWNSHIP  
NORTHAMPTON COUNTY**

**Resolution 24-30**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF HANOVER TOWNSHIP –  
NORTHAMPTON COUNTY, PENNSYLVANIA, APPOINTING A CERTIFIED PUBLIC  
ACCOUNTANT AND ESTABLISHING THEIR COMPENSATION.**

**WHEREAS**, Section 917 (b) (1) of the Second-Class Township Code, P.L. 350, No. 60, as amended, subject to the provisions of paragraph (2), the Board of Supervisors at its annual organization meeting, or anytime thereafter, may by resolution appoint a certified or competent public accountant or a firm of certified or competed public accounts, either of which shall be registered in the Commonwealth of Pennsylvania, to make an examination of all the accounts of the township for the fiscal year stated in the resolution. The board shall also determine the compensation of the appointed accountant.

**THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED** on this day that Hanover Township appoints Herbein + Company Inc., CPAs, to act as the certified public accountant and to make an examination of all of the accounts of the Township of Hanover, Northampton County, Pennsylvania, for the 2024 fiscal year and who shall replace the elected auditors of the Township insofar as it deals with the examination of Township accounts at the cost of \$17,500.00 per agreement dated October 1, 2024.

Any resolution or part of this resolution conflicting with any other resolution shall be and the same is hereby repealed insofar as the same affects this resolution.

**IN TESTIMONY WHEREOF**, the undersigned TOWNSHIP has caused this Resolution to be signed by a duly authorized officer and its corporate seal, duly attested by the Board Secretary, to be hereunto affixed this 26<sup>th</sup> day of November 2024.

ATTEST:

**BOARD OF SUPERVISORS**

**HANOVER TOWNSHIP,**

**NORTHAMPTON COUNTY**

By: \_\_\_\_\_

Kimberly R. Lymanstall. Secretary

By: \_\_\_\_\_

Susan M. Lawless, Esq.  
Board of Supervisors

October 1, 2024

To the Board of Supervisors and Management  
Hanover Township  
3630 Jacksonville Road  
Bethlehem, PA 18017

We are pleased to confirm our understanding of the services we are to provide Hanover Township for the year ended December 31, 2024.

Please read this letter carefully because it is important to both our firm and you that you understand and accept the terms under which we have agreed to perform our services as well as management's responsibilities under this agreement.

#### **Audit Scope and Objectives**

We will audit the modified cash basis financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of Hanover Township as of and for the year ended December 31, 2024.

We have also been engaged to report on supplementary information that accompanies Hanover Township's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1) Combining Balance Sheet - Modified Cash Basis - Nongovernmental Funds
- 2) Combining Statement of Revenues, Expenditures, and Changes in Fund Balances - Modified Cash Basis - Nonmajor Governmental Funds

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Budgetary Comparison Schedule for the General Fund - Modified Cash Basis
- 2) Nonuniformed Pension Plan - Schedule of Funding Progress and Employer Contributions (PA Act 205)



Also, we will prepare the following additional information:

- 1) Annual DCED Report for the Township - Opinion on Regulatory Basis
- 2) Annual Audit Notice

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

#### **Auditor Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Township or to acts by management or employees acting on behalf of the Township.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise a substantial doubt about the Township's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. Third-party service providers include individuals who are not employed by our firm. Additionally, we employ individuals outside of the United States who we may also disclose your information to. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers. Although we will use our best efforts to make the sharing of your information with such third parties secure from unauthorized access, no completely secure system for electronic data transfer exists. As such, by your signature below, you understand that the firm makes no warranty, expressed or implied, on the security of electronic data transfers.

Our audit of the financial statements does not relieve you of your responsibilities.

#### **Audit Procedures - Internal Control**

We will obtain an understanding of the Township and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal controls. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these significant risks.

#### **Audit Procedures - Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Hanover Township's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.



## **Other Services**

We will also prepare the financial statements and related disclosures of Hanover Township in conformity with the modified cash basis of accounting, and the DCED report, and the annual audit notice based on information provided by you. In addition, we will propose adjusting journal entries as a result of procedures during our audit, as necessary.

We will perform the services in accordance with applicable professional standards. The other services are limited to the services previously defined unless agreed to by you. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

## **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with the modified cash basis of accounting with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Township from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Township involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Township received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Township complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with the modified cash basis of accounting. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the modified cash basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the modified cash basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

#### **Engagement Administration, Fees, and Other**

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide timely assistance in accordance with our mutually agreed upon fieldwork dates, by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing. If for any reason, your personnel are unable to provide the necessary assistance in the agreed upon timeframe, it may substantially increase the work we have to perform to complete the engagement and could result in increased billings or delay completion of the engagement.

The audit documentation for this engagement is the property of Herbein + Company, Inc. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Department of Community and Economic Development or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Herbein + Company, Inc. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the Department of Community and Economic Development or its designee. The Department of Community and Economic Development or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Christopher M. Turtell, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.



Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$17,500 for the year ended December 31, 2024. This does not include assistance reporting debt refinancing or pension plan activity. Due to the uncertainty of the level and compliance requirements of federal awards related to the COVID-19 pandemic, any additional costs for compliance audits required for this funding will be discussed prior to work commencing (if necessary). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit including the following: the information you agreed to provide is on time and complete, including all necessary account reconciliations and closing journal entries recorded; your key management and technology do not change during the service period; there are no new tax, regulatory or other agency reporting requirements introduced between now and the end of our service period; and there are no undisclosed significant transactions or newly arising complexities impacting the service period. If any of the unexpected circumstances or any other issues arise, we will keep you informed, and our fees will be adjusted accordingly. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur additional costs.

Terms of payment are thirty (30) days, with unpaid balances after thirty (30) days subject to a 1% per month service charge. We reserve the option to cease work if unpaid balances exceed thirty (30) days. Our invoices for those fees will be rendered each month as work progresses and are payable on presentation.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we may communicate with you regarding the scope of the additional services and estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions, including using ShareFile, Suralink, or a similar secure web-based service, including password protecting tax returns and other confidential documents when ShareFile or Suralink cannot be used. However, as emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information. Also, if you decide to transmit your confidential information to us in a manner other than through ShareFile or a similar web-based service, you accept responsibility for any and all unauthorized access to your confidential information.

To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. Furthermore, we reserve the right to charge a recruiting fee to help offset the cost of finding a replacement. The recruiting fee will be 50% of the annual base compensation, including any bonuses, offered to our employee. The fee is payable to our firm upon the employee's acceptance of your offer.



## **Reporting**

We will issue a written report upon completion of our audit of Hanover Township's financial statements. Our report will be addressed to the Board of Supervisors of Hanover Township. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

## **Arbitration**

If any dispute arises among the parties hereto, the parties agree to first try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes or the Berks County Bar Association ADR Program under its rules before resorting to litigation. The cost of any mediation proceeding shall be shared equally by all parties.

In the event the parties are unable to resolve their differences through mediation, then, at the sole and exclusive option of Herbein + Company, Inc., all disputes arising out of their services in connection with this engagement, including those regarding the scope, nature, quality of services performed by us, shall be submitted to arbitration at such place as Herbein + Company, Inc. shall deem appropriate before and under the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association or the Berks County Bar Association ADR Program under its rules or under the Arbitration Program of any other Bar Association as shall be selected solely and exclusively by Herbein + Company, Inc.

It is specifically agreed by client and Herbein + Company, Inc. and/or any successors in interest, that all claims arising out of services rendered pursuant to this agreement, by or on behalf of either party, shall be filed within one (1) year of the date when the report(s) is/are issued in connection with this agreement, or within one (1) year after the date of termination of this agreement by either party; whichever date is earlier shall apply.

## **Record Retention**

### *Record Retention and Ownership*

We will return any original records and documents you provide to us by the conclusion of the engagement. Our copies of your records and documents are for our documentation purposes only and are not a substitute for your own records and do not mitigate your record retention obligations under any applicable laws or regulations. You are responsible for maintaining complete and accurate books and records, which may include financial statements, schedules, and other deliverables provided to you by us. If we provide deliverables or other records to you via an information portal, you must download this information within 30 days. Professional standards restrict us from being the sole repository of your original data, records, or information.

Workpapers and other documents created by us are our property and will remain in our control. Copies are not to be distributed without your written request and our prior written consent. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements. A copy of our record retention policy is available upon request.

Our firm destroys workpaper files after a period of seven (7) years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period as stated in our record retention policy.

Working Paper Access Requests

Requests to examine our workpapers may arise with respect to peer review, an ethics investigation, the sale of your organization, or the sale of our accounting practice. If requested, access to such workpapers will be provided under the supervision of firm personnel.

If we receive a request for copies of selected workpapers, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such request as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

By your signature below, you acknowledge and agree that upon the expiration of the seven (7) year period, Herbein + Company, Inc. shall be free to destroy our records related to this engagement.

**Acceptance**

We appreciate the opportunity to be of service to Hanover Township and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Very truly yours,

*Herbein + Company, Inc.*

Herbein + Company, Inc.

RESPONSE:

This letter correctly sets forth the understanding of Hanover Township.

\_\_\_\_\_  
Management Signature

\_\_\_\_\_  
Governance Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# 2025 Residential Waste & Recycling Fees

## *Single Family Residential*

ANNUAL PER HOUSEHOLD: **315.00**

ANNUAL PER HOUSEHOLD IF PAID BY **03/7/2025**: **\$283.50\***

PENALTY FOR LATE PAYMENTS after **04/4/2025**: 10% \*

## *Multifamily Residential (Southland Condominiums)*

ANNUAL FEE PER UNIT: **\$135**

ANNUAL PER UNIT IF PAID BY **03/7/2025**: **\$121.50\***

PENALTY FOR LATE PAYMENTS after **04/4/2025**: 10% \*

## *Multifamily Residential (Park Place Townhouses)*

ANNUAL FEE PER UNIT: **\$235.00**

ANNUAL PER UNIT IF PAID BY **03/7/2025**: **\$211.50\***

PENALTY FOR LATE PAYMENTS after **04/04/2025**: 10% \*

**All fees due by 05/2/2025**

**Duplicate Invoice Fee \$35.00**

**Accounts not paid by August 1, 2025, will be subject to the collection process. Administrative Fee to Collect Past Due/Delinquent Accounts: \$125.00.**

**\* Postmark must be 3/7/2025 and 4/4/2025 or before to be considered timely, if mailed.**

*The Township reserves the right to assess the cost or fees incurred by collection of delinquencies and the right to pro-rate the cost based on a reasonable monthly calculation. Ordinance 08-05, adopted on June 10, 2008, establishes collection and payment of refuse fees.*



# 2026 Trash Collection - New Contract

- **Current Township Trash and Recycling Contract:** The Township's current trash and recycling contract will expire in 2025, and it will be put out to bid next year.
- **Significant Price Increases in Nearby Areas:** Recent reports show dramatic price hikes in trash collection contracts across the Lehigh Valley and the state:
  - Morning Call – October 3, 2024
    - Allentown trash fees to go up 46% after City Council reverses vote
  - Lehigh Valley Live – July 21, 2024
    - Lower Macungie joins others in 'trashflation' -- approves new waste management contract with over 50% increase
  - Lehigh Valley News – September 7, 2023
    - South Whitehall approves waste contract at over 62% price hike for next year
  - Lehigh Valley Live – July 17, 2023
    - Upper Mount Bethel Township - passed along to residents a nearly 116% increase in the cost of trash and recycling collection, going from \$225 per household in 2022 to \$485 this year.
  - Lower Paxton Township Website
    - Preparing their residents for the future trash increase - In 2022, for example, Middle Paxton Township's collection rate nearly doubled to \$600 per year and Derry Township saw an 89.7 percent trash increase to \$113.85 per quarter. This year, residents in New Cumberland – where only one hauler bid -- will see an 80 percent increase to \$90 per quarter.
- **Potential Impact on Township Residents:** Given the trends observed in neighboring municipalities, residents should anticipate potentially significant price increases when the Township's contract is renewed.

**2025 Salary**  
**Increase Guidelines**

<b>Evaluation</b>	<b>% Increase Salary</b>
<b>Far Exceeds Normal Requirements</b>	5
<b>Exceeds Normal Requirements</b>	4
<b>Meets Normal Requirements</b>	3
<b>Meets Some Requirements / Fails to Meet Some Requirements</b>	2.5
<b>Fails to Meet Minimum Requirements</b>	0

<b>Evaluation</b>	<b>\$ Increase Hourly</b>
<b>Exceeds Normal Requirements</b>	\$1.85
<b>Meets Normal Requirements</b>	\$1.60
<b>Needs improvement</b>	\$1.35
<b>Fails to Meet Minimum Requirements</b>	\$0.00

# 2025 Hanover Township Pool Memberships

- **Membership must be completed at Hanover Township Community Center.**
- **Identification must be provided.**
- **Family passes are for household members only.**
- **Previous Senior Lifetime passes will be honored.**

## Membership Rates

Payment accepted in cash, checks made out to Hanover Township and credit cards (convenience fee applicable).

## Season Passes

### **FAMILY:**

Hanover - Northampton Residents \$300.00, up to 5 members, each additional member is \$50.00.

Non-Residents \$500.00, up to 5 members, each additional member \$75.00.

### **INDIVIDUAL:**

Hanover – Northampton Residents \$175.00

Non-Resident \$275.00

### **SENIORS:**

Hanover – Northampton Resident Seniors (62 and older) – Lifetime \$100.00

Non-Resident Seniors (62 and older) annual \$200.00

### **DAILY:**

Hanover - Northampton Residents: Adult \$15.00; Child 3-17 years olds \$10.00 and Seniors \$10.00

Non-Resident - Adult \$20.00; Child 3-17 years olds \$15.00 and Seniors \$15.00

### **TWILIGHT (Daily Pass AFTER 5 PM):**

Hanover – Northampton Residents: \$5 for all ages

Non-Resident - \$10 for all ages

### **SWIM TEAM**

Hanover – Northampton Residents \$100.00

Non-Residents \$150.00 All memberships require a valid PA ID for verification of residency.

\*Children 2 & under are free \*\*Adults are 18 & older

20% Military & Hanover – Northampton First Responder Discount (retired/active; must show valid ID)

**PUBLIC NOTICE  
LEGAL NOTICE**

THE BOARD OF SUPERVISORS, HANOVER TOWNSHIP, NORTHAMPTON COUNTY HAS THE FOLLOWING DATES FOR 2025 MEETINGS:

BOARD OF SUPERVISORS REORGANIZATION: JANUARY 6<sup>th</sup> – 6:00 PM @ 3630 JACKSONVILLE RD BETHLEHEM, PA 18017.

BOARD OF AUDITORS: JANUARY 7<sup>th</sup> – 7:00 PM @ 3630 JACKSONVILLE RD, BETHLEHEM, PA 18017.

BOARD OF SUPERVISORS MONTHLY MEETINGS: JANUARY 14<sup>TH</sup>, JANUARY 28<sup>th</sup>, FEBRUARY 11<sup>TH</sup>, FEBRUARY 25<sup>TH</sup>, MARCH 11<sup>TH</sup>, MARCH 25<sup>TH</sup>, APRIL 8<sup>TH</sup>, APRIL 22<sup>nd</sup>, MAY 13<sup>TH</sup>, MAY 27<sup>TH</sup>, JUNE 24<sup>TH</sup>, JULY 22<sup>nd</sup>, AUGUST 26<sup>TH</sup>, SEPTEMBER 9<sup>TH</sup>, SEPTEMBER 23<sup>rd</sup>, OCTOBER 14<sup>TH</sup>, OCTOBER 28<sup>th</sup>, NOVEMBER 11<sup>TH</sup>, NOVEMBER 25<sup>TH</sup>, DECEMBER 16<sup>TH</sup>. ALL HELD AT 7:00 pm AT 3630 JACKSONVILLE RD, BETHLEHEM, PA 18017.

PLANNING COMMISSION: JANUARY 13<sup>TH</sup>, FEBRUARY 3<sup>rd</sup>, MARCH 3<sup>rd</sup>, APRIL 7<sup>th</sup>, MAY 5<sup>TH</sup>, JUNE 2<sup>nd</sup>, JULY 7<sup>th</sup>, AUGUST 4<sup>TH</sup>, SEPTEMBER 8<sup>TH</sup>, OCTOBER 6<sup>TH</sup>, NOVEMBER 3<sup>rd</sup>, DECEMBER 1<sup>st</sup>. ALL HELD AT 7:30 PM AT 3630 JACKSONVILLE RD, BETHLEHEM, PA 18017.

SHADE TREE ADVISORY: JANUARY 27<sup>th</sup>, FEBRUARY 24<sup>TH</sup>, MARCH 31<sup>st</sup>, APRIL 28<sup>TH</sup>, MAY 19<sup>th</sup>, JUNE 30<sup>TH</sup>, JULY 28<sup>TH</sup>, AUGUST 25<sup>TH</sup>, SEPTEMBER 29<sup>TH</sup>, OCTOBER 27<sup>TH</sup>, NOVEMBER 24<sup>TH</sup>. ALL HELD AT 6:00 PM AT 3630 JACKSONVILLE RD, BETHLEHEM, PA 18017.

RECREATION ADVISORY: JANUARY 9<sup>TH</sup>, MARCH 13<sup>TH</sup>, MAY 8<sup>TH</sup>, JUNE 12<sup>TH</sup>, JULY 10<sup>TH</sup>, AUGUST 14<sup>TH</sup>, SEPTEMBER 11<sup>TH</sup>, AND NOVEMBER 13<sup>TH</sup>. ALL HELD AT 7:30 PM AT HANOVER TOWNSHIP COMMUNITY CENTER, 3660 JACKSONVILLE RD, BETHLEHEM, PA 18017



# Ordering Document: Township of Hanover PA (Northampton) - gWorks Essentials: Finance Hub, UB Hub, and FrontDesk Basic

## Township of Hanover PA (Northampton)

3630 Jacksonville Road  
Bethlehem, PA 18017

### Beth Bucko

bbucko@hanovertwp-nc.org  
610-866-1140

Reference: 20241003-104810637

Quote created: October 3, 2024

Quote expires: November 30, 2024

Quote created by: Matthew Sennett

Account Executive

msennett@gworks.com

+18019034036

### Additional Terms & Conditions or Comments from Matthew Sennett

Per Company policy, any ordering documents with a Cohort Date between October 1, 2024, and December 31, 2024, will be invoiced the applicable stub period for the remainder of 2024 plus the 2025 Calendar Year Term annual amount. As an added benefit to your community, this policy locks in your Ordering Document pricing at our 2024 pricing rate.

## Products & Services

Item & Description	Quantity	Unit Price	Total
Finance Hub - Implementation and Onboarding See Statement of Work. Link in Purchase Terms below.	1	\$1,500.00	\$0.00 after 100% discount
Utility Billing Hub (Standard) - Implementation and Onboarding See Statement of Work. Link in Purchase Terms below.	1	\$1,500.00	\$0.00 after 100% discount
FrontDesk - Onboarding See Statement of Work. Link in Purchase Terms below.	1	\$1,500.00	\$0.00 after 100% discount

Item & Description	Quantity	Unit Price	Total
<b>Finance Hub - Annual Subscription</b> Annual subscription for Finance Hub.	1	\$6,500.00 /year	\$6,500.00 /year for 1 year
<b>Utility Billing Hub - Annual Subscription</b> Annual Subscription. Includes Utility Billing and Meter Reading	1	\$3,000.00 /year	\$3,000.00 /year for 1 year
<b>FrontDesk Basic - Annual Subscription</b> Annual Subscription for FrontDesk Basic for 1,500 active public users	1	\$6,300.00 /year	\$6,300.00 /year for 1 year
<b>gWorks Payments - R3</b> Ongoing Charges-- <ul style="list-style-type: none"> <li>- Credit Card/Debit Card processing: 3.50% per transaction with a \$2 minimum</li> <li>- ACH Pass-through processing fees: <ul style="list-style-type: none"> <li>- \$1.95 per transaction up to \$150.00;</li> <li>- \$2.45 per transaction between \$150.01 - \$2,500;</li> <li>- \$4.95 per transaction between \$2500.01 - \$25,000.00;</li> <li>- \$9.95 per transaction greater than \$25,000.00</li> </ul> </li> <li>- Account updater service: \$5.00 per month</li> <li>- Account updater fees: \$0.70 per update</li> <li>- Per Chargeback: \$25.00</li> <li>- Per Retrieval Request Processed: \$25.00</li> <li>- Per Arbitration Case: \$15.00</li> <li>- Per eCheck Return: \$10.00</li> <li>- Per eCheck Refund: \$1.00</li> <li>- Per Merchant Disbursement Failure: \$25.00</li> <li>- Per Settlement Fee: \$0.35</li> </ul>	1	\$0.00	\$0.00 for 1 year
Annual subtotal			\$15,800.00
One-time subtotal			\$0.00
			after \$4,500.00 discount
<b>Total</b>			<b>\$15,800.00</b>

## **Purchase Terms and Conditions**

**Upon signature of the parties, this Order is a legally enforceable agreement.**

This Order shall be in effect as of the last date in the signature boxes below ("Effective Date") and shall continue until the end of the term of the last Service in this Order, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement. A Service set forth above shall be in effect from the Effective Date and shall continue for the initial term specified herein for such Service, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement. Web-based Services and Desktop Services terms are one year in length from January 1 – December 31 ("Calendar Year"). If the Cohort Assignment date—that is, when gWorks assigns the Client the date Onboarding will begin—is within a Calendar Year, the initial term prorates from the Cohort Assignment month to the end of the Calendar Year. Upon expiration of the initial term of the applicable Web-based or Desktop Service, such Service will automatically renew for additional successive renewal periods of a one-year term length aligned to the Calendar Year for such Service, unless earlier terminated in accordance with the express termination rights set forth in this Order, if any, and the Master Services Agreement or unless either party provides the other party written notice of non-renewal no less than thirty (30) days prior to the end of the then-current initial term or renewal term for such Service.

Upon termination or expiration of a Service: (a) Client shall immediately pay all outstanding amounts it owes to gWorks for such Service as set forth in the table above; (b) Client shall immediately cease using such Service; (c) gWorks may take steps to change, remove, or otherwise block Client's access to such Service; and (d) upon payment in full of all fees owed to it, gWorks shall deliver to Client any Deliverables related to such Service, in their current form as of the effective date of termination or expiration, along with all documentation, Specifications, and Client Materials in gWorks' possession related to such Service. Annual fees are nonrefundable. Notwithstanding the above, if, within thirty (30) days after the termination of a Service data export is requested by Client, gWorks shall export such data files to Client, and such services will be charged at gWorks then-standard rates. No termination or expiration of a Service, this Order, or the Master Services Agreement will affect Client's obligation to pay all amounts set forth in the table above.

Fees for all one-time Professional Onboarding or Professional Services and fees for all Web-based Services and Desktop Services are due and payable as follows:

- Professional Onboarding or Professional Services fees are due in full upon the Effective Date of this Order.
- Annual fees are payable in full or prorated based on the calendar month of the Cohort Assignment Date relating to this Ordering Document for the first year. For subsequent terms, the annual subscription, license, and product support fees (collectively, "annual fees") are due before or by the start of the Calendar Year term thereafter.

Invoicing of fees occurs on the Effective Date of this Order and carries a Net 15-day payment term by the Client. Failure by the Client to pay within the payment term could result in onboarding delays but do not affect the Services term or prorated term start of this Order.

Any Professional Services not defined in this Ordering Document are billable at gWorks' current hourly billable rate, or at gWorks sole discretion may be a separate Ordering Document of defined Services.



This Order, including the then-current Master Services Agreement & Terms of Service, Privacy Policy, Statement of Work, and Product Support Agreement, and all other agreements, policies, and documents incorporated herein, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede any and all prior or contemporaneous discussions, negotiations, agreements, or understandings between the parties, whether written or oral, regarding the subject matter hereof.

This Order may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Order, and all of which, when taken together, will be deemed to constitute one and the same agreement. This Order may be executed and delivered via facsimile, electronic mail, or other electronic transmission methods (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000), and the execution and delivery of this Order by such methods shall be deemed to be valid and effective for all purposes.

This Order is subject to the agreements, policies, and documents set forth below, all of which are incorporated herein by reference, and which include a Sub-Merchant Agreement for card processing by a third-party service provider which includes an application for such card processing services provided to such third-party by gWorks with Client's credentials, including banking information, provided by Client and captured by gWorks in a "Merchant Boarding Form" which form is available to Client by gWorks upon request. By signing this Order, the Client expressly agrees that the information in the Merchant Boarding Form is true and accurate and to all terms and conditions in the agreements, policies, and documents set forth below.

- Master Services Agreement & Terms of Service: <https://www.gworks.com/g2msatos/>
- Statement of Work: <https://www.gworks.com/legal/gnlsow>
- Product Support Agreement: <https://www.gworks.com/legal/gcpsa>
- Privacy Policy: <https://www.gworks.com/privacy-policy/>
- Sub-Merchant Agreement for Card Processing Services:
  - [Bank Disclosure](#)
  - [Payment Sub-Merchant Agreement](#)

By signing this Order, the individual signing on behalf of Client certifies and warrants that they are authorized to sign on behalf of the Client, agree to the terms of this Order and any agreements and documents incorporated herein, attests that the information for this application and onboarding are correct to the best of their knowledge, and that, upon their signature, this Order and any documents incorporated herein will become the legally binding agreement of the Client.

## Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**Beth Bucko**

bbucko@hanovertwp-nc.org

**Lucas Casey**

lcasey@gworks.com

## Questions? Contact me



Matthew Sennett

Account Executive

msennett@gworks.com

+18019034036

gWorks

3905 S 148th St

Ste 200

Omaha, NE 68144

USA

# Hanover Township – Northampton County

## Job Description

***Position:*** Receptionist Clerk

***Position***

***Requirements:*** Must be computer literate and must be familiar with Windows environment and possess an excellent telephone manner.

***Position reports to:*** Township Secretary

***Position Status:*** Position is full-time, non-exempt

***Position***

***Responsibilities:*** Answer incoming phone calls and either handle caller's questions or inquiries or direct to appropriate party.

Type documents using a variety of formats.

Establishes, reorganizes, combines, and purges files and filing systems as necessary to enable items to be found efficiently.

Maintains control of logs based on the intended use of the record.

Proof reading typed materials for typographical accuracy, spelling and grammar.

Accepts applications, payments, documents, etc. from the public and assists them by explaining procedural requirements and resolving difficulties related to the processing system.

Composes correspondence to answer questions about the status of unusual or non-standard actions.

Assists residents in resolving unusual problems with requests, applications, payments, etc. that may require the use of seldom used procedures or whether exceptions to established procedures are required.

Prepares correspondence which require the consolidation of status reports, logs, lists, and other statistical and narrative information generated by other employees.

Receives all incoming mail and packages and distributes to appropriate department.

Performs all duties safely and consistent with Township's Safety Policy.

Performs related work as required or assigned.

***Required  
Knowledge, Skills  
and Abilities:***

Working knowledge of Microsoft® Suite of products, including Word, Excel, Access & PowerPoint.

Knowledge of English grammar, punctuation and spelling.

Knowledge of standard office procedures, practices, conduct and actions necessary in maintaining harmonious working relationships.

Ability to develop and set up clerical procedures for the process of office activities performed.

Ability to assemble, organize, and present status information from various source materials concerning the operation of a process or office activities.

Ability to proofread information for compliance with specific administrative or procedural rules.

Ability to organize work in a manner which insures smooth processing and accomplishment of priority items on schedule.

Ability to use discretion and judgment in dispensing information which may be subject to misunderstanding or misuse.

Ability to compose correspondence of inquiry or explanation relating to a problem, request, or program need by surveying the nature of the item and determining the course of action to execute the presentation.

Performs related work as required or assigned.

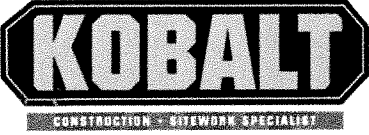

Attend training as determined by the Township Manager.

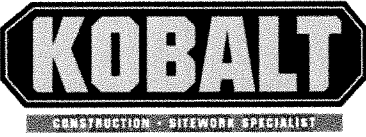
***Education &  
Experience:***

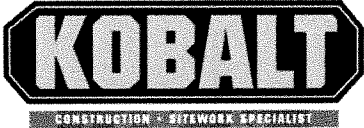
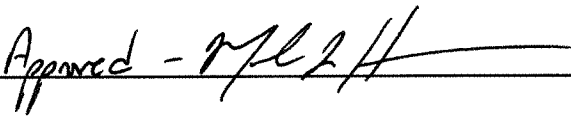
One year of post high school business education, or; any equivalent combination of experience and training.

***Supervisory  
Responsibility:***


None

<b>GENERAL CONTRACTOR</b>			<b>Kobalt Construction, Inc.</b> 216 Route 196 Tobyhanna PA 18466 570-895-4613 Main 570-614-2134 Fax			
Hanover Township						
<b>PROJECT NAME</b>						
Hanover Township Storm Sewer						
<b>LOCATION</b>						
Hanover Twp Bethlehem PA		<b>CHANGE ORDER</b>				
<b>Change Order# 1</b>			<b>Date : 8/17/2024</b>			
	<b>Item - Add Gate valve at Harmor and Lord Byron</b>	<b>0</b>	<b>Unit</b>	<b>Qnt</b>	<b>Un Cost</b>	<b>Total</b>
1	Add gate valve for water main relocation at Harmor and Lord Byron		LS	1	\$2,500.00	\$2,500.00
2	Inludes addittional labor excavation and materials		0	0	\$0.00	\$0.00
3			0	0	\$0.00	\$0.00
4			0	0	\$0.00	\$0.00
5			0	0	\$0.00	\$0.00
6			0	0	\$0.00	\$0.00
7			0	0	\$0.00	\$0.00
8			0	0	\$0.00	\$0.00
9			0	0	\$0.00	\$0.00
10			0	0	\$0.00	\$0.00
<b>Total Cost C-O # 1</b>					<b>\$2,500.00</b>	
<b>Notes</b>						
<div>Approved - </div>						

	<b>GENERAL CONTRACTOR</b>		<b>Kobalt Construction, Inc.</b> 216 Route 196 Tobyhanna PA 18466 570-895-4613 Main 570-614-2134 Fax		
	Hanover Township				
	<b>PROJECT NAME</b>				
	Hanover Township Storm Sewer				
	<b>LOCATION</b>				
	Hanover Twp Bethlehem PA	<b>CHANGE ORDER</b>			
<b>Change Order# 4 R</b>			<b>Date : 8/22/2024</b>		
	<b>Item - Additional Exploratory work to determine utility locations and depths</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
1	Chaucer and Stokes	0	0	\$0.00	\$0.00
2	Crew 1 Day Excavation Backfill with traffic control	LS	1	\$8,500.00	\$8,500.00
3	Export 3 Loads Spoils	Ea	3	\$300.00	\$900.00
4	Import 2 A for backfill - Used 4 charge charge 2. to be reused	Ea	2	\$600.00	\$1,200.00
5	Temp Ashpalt Restoration	Ton	8	\$200.00	\$1,600.00
6	Stokes and Lord Byron	0	0	\$0.00	\$0.00
7	Crew 1 Day Excavation Backfill with traffic control	LS	1	\$8,500.00	\$8,500.00
8	Export 3 Loads Spoils	Ea	3	\$300.00	\$900.00
9	Import 2 A for backfill - Used 4 charge Used 4 charge charge 2. to be reused	Ea	2	\$600.00	\$1,200.00
10	Temp Ashpalt Restoration	Ton	8	\$200.00	\$1,600.00
<b>Total Cost C-O # 4</b>					<b>\$24,400.00</b>
<b>Notes</b>					
<div>Approved - 9/12/24</div>					

GENERAL CONTRACTOR			Kobalt Construction, Inc. 216 Route 196 Tobyhanna PA 18466 570-895-4613 Main 570-614-2134 Fax		
Hanover Township					
PROJECT NAME					
Hanover Township Storm Sewer					
LOCATION		CHANGE ORDER	Date : 8/17/2024		
Hanover Twp Bethlehem PA					
Change Order# 3 Rev Shallow Depth					
Item -- Water Main Relocation at Stokes Park and 0		Unit	Quantity	Unit Cost	Total
1	12X8 Tee with megalugs and thrust block	LS	1	\$1,800.00	\$1,800.00
2	8" Gate Valve shallow depthe	LS	1	\$2,250.00	\$2,250.00
3	Additional 12" DIP Pipe	If	36	\$100.00	\$3,600.00
4	Additional 8" DIP Pipe	If	60	\$70.00	\$4,200.00
5	Additional Excavation Backfill Stone Labor MPT -Expected for 1 long day ( Shallow Dpt )	LS	1	\$11,500.00	\$11,500.00
6	Additional Road Restoration	LF	100	\$50.00	\$5,000.00
7		0	0	\$0.00	\$0.00
8		0	0	\$0.00	\$0.00
9		0	0	\$0.00	\$0.00
10		0	0	\$0.00	\$0.00
Total Cost C-O # 3					\$28,350.00
Notes					
<div>Approved - </div>					



GENERAL CONTRACTOR			<b>Kobalt Construction, Inc.</b> 216 Route 196 Tobyhanna PA 18466 570-895-4613 Main 570-614-2134 Fax		
Hanover Township					
PROJECT NAME					
Hanover Township Storm Sewer					
LOCATION		CHANGE ORDER			
Hanover Twp Bethlehem PA					
Change Order# 2 R R			Date : 8/17/2024		
Item - Changes per Shts 3 & 4 of 9. Dated 8-1-24 0					
		Unit	Quantity	Unit Cost	Total
1	Deduct 36" less RCP Pipe - Owner to retain pipe	LF	36	-\$140.00	-\$5,040.00
2	Deduct 30" less RCP Pipe Owner to retain pipe	LF	1	\$0.00	\$0.00
3	Add 24" more RCP Pipe	LF	38	\$100.00	\$3,800.00
4	Add 15" RCP Pipe	LF	28	\$70.00	\$1,960.00
5	36" Pipe on site. Cost to purchase only- Owner to reatain pipe	LF	36	\$87.00	\$3,132.00
6	Modify SMH 2 and Inlet 11	Ea	2	\$1,750.00	\$3,500.00
7	Slotted open drain grate at SMH 2 ? Waiting on Pricing TBD Estimated	Ea	1	\$800.00	\$800.00
8	Additional Sawcut Demo and Trench Restoration	LF	210	\$50.00	\$10,500.00
9	2 Type 4 Boxes Pre Cast Catch Basins with Tops	Ea	2	\$5,500.00	\$11,000.00
10	Lower Water Main 8"	Ea	2	\$7,000.00	\$14,000.00
11	Extra work at gate valve New Hydrant supplied by City of needed ( Not Required )	Ea	0	\$0.00	\$0.00
12		0 Ea	1	\$0.00	\$0.00
Total Cost C-O # 2					\$43,652.00
Notes					
<p style="text-align: right;">Approved - <i>[Signature]</i></p>					