

INSTRUMENT FOR THE DECLARATION OF
RESTRICTIONS AND COVENANTS

This Instrument for the Declaration of Restrictions and Covenants (Instrument) is being made as of this _____ day of _____, 20____, by Hanover Township, Northampton County (the "Grantor"), having an address of 3650 Jacksonville Road Bethlehem, PA 18017 and Hanover Township, Northampton County (the "Grantee"), having an address of 3650 Jacksonville Road Bethlehem, PA 18017 .

WITNESSETH:

WHEREAS, Grantor is the owner of certain land situated in Hanover Township/Borough, Northampton County, Pennsylvania, containing +/- 69.26 acres and being designated as ___ on that certain Subdivision Plan recorded in Northampton County Plot Book Volume 2008-1, Page 077010, and being Northampton County Tax Parcel #/ Uniform Parcel Identifier M6-24-6F, and being more particularly described in that certain Deed recorded to _____ County Instrument No. _____ (the "Property");

WHEREAS, Grantor has agreed to provide this Instrument to protect the Property;

WHEREAS, the Property is included within the boundary of an Individual National Pollution Discharge Elimination System (NPDES) Permit for Discharges of Stormwater Associated with Construction Activities, (Permit No. PAD480181) which identifies certain Post Construction Stormwater Management Best Management Practices (PCSM BMPs) located on the Property;

WHEREAS, the documents attached to this Instrument and incorporated herein shall include: record drawings/as-builts also containing the long-term Operation and Maintenance Plan (O&M) Plan, attached hereto as Appendix A.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions hereinafter set forth in this Instrument, and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor provides and files this Instrument:

1. Purpose. The purpose of this Instrument is to provide notice and to ensure the operation and maintenance, and necessary access for operation and maintenance of the PCSM BMPs on the Property and to prevent the use or development of the Property in any manner that may impair or conflict with the operation and maintenance of the PCSM BMPs. Per 25 Pa. Code §102.8(m)(2), this Instrument identifies the PCSM BMP(s), provides for the necessary access related to long-term operation and maintenance of the PCSM BMP(s) and provides notice that the responsibility for long-term operation and maintenance of the PCSM BMP(s) is a covenant that runs with the land that is binding upon and enforceable by subsequent grantees.

2. Declaration of Restrictions and Covenants. Grantor hereby declares that the Property shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to this Instrument which shall run with the land and be binding on all heirs, successors, assigns, occupiers, and lessees.

3. Perpetual Duration. The provisions of this Instrument shall remain in effect in perpetuity, shall be deemed covenants running with the land regardless of ownership or use, and be binding upon all subsequent property owner(s); and the personal representatives, heirs, successors, or assigns of the Grantor.

4. Reserved Rights. Grantor reserves and accepts unto itself and the personal representatives, heirs, successors, or assigns of the Grantor, all rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not inconsistent with the purpose of this Instrument.

5. Subsequent Transfers. The terms of this Instrument shall be incorporated by reference into any deed or other legal instrument by which Grantor divests itself by sale, exchange, devise or gift of all or any portion of the Property. Failure of Grantor to perform any act required by this Instrument shall not impair the validity of this Instrument or limit its enforceability in any way. Upon valid sale or transfer of Grantor's ownership interest to a successor or assign and notice as required by this paragraph, Grantor shall be released from any responsibility for any violation of the terms of this Instrument caused by Grantor's successors or assigns or any third party which occurs subsequent to such sale or transfer.

6. Recordation. Grantor shall record this Instrument in the Official Records of Northampton County, Pennsylvania. Grantor shall pay all recording costs necessary to record this Instrument in the public records.

7. Notices. All notices, consents, approvals or other communications required under the provisions of this Instrument shall be in writing and shall be deemed properly given if hand delivered, sent by a nationally recognized overnight courier, or sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor in interest, at the address most recently provided.

8. Access Provisions. The party responsible for the implementation of the O&M Plan may enter the Property upon reasonable notice, in a reasonable manner and at reasonable times for purposes of implementation of the O&M Plan.

9. Miscellaneous Provisions.

(a) Severability. If any provision of this Instrument or the application of it to any person or circumstance is found to be invalid, the remainder of the provisions of this Instrument and the application of the provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected by the invalid provision.

(b) Amendment. This Instrument shall not be amended, terminated or in any way modified by the Grantor without the express prior written approval of the Commonwealth of Pennsylvania Department of Environmental Protection (Department). After receiving approval from the Department, the Grantor shall record any such amendment, termination or modification of this Instrument as described in Paragraph 6, above.

(c) Controlling Law. The interpretation and performance of this Instrument shall be governed by the laws of the Commonwealth of Pennsylvania.

(d) Captions. The captions in this Instrument have been inserted solely for convenience of reference and are not a part of this Instrument and shall have no effect upon construction or interpretation.

(e) Rights of the Department. The rights of the Department shall be preserved under the laws of the Commonwealth of Pennsylvania, and include, but not be limited to, the following:

- (i) To identify, to preserve and to protect in perpetuity the PCSM BMPs in a manner consistent with the O&M Plan.
- (ii) To enter upon the Property in a reasonable manner and at reasonable intervals and times for the purpose of monitoring compliance with this Instrument.
- (iii) To proceed at law or in equity to enforce the provisions of this Instrument, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.
- (iv) To approve or disapprove a request for an amendment submitted under Paragraph 9(b), above.

IN WITNESS WHEREOF, the undersigned, being the Grantor and Grantee, herein,
has hereunto executed on the day and year first above written.

ATTEST:

GRANTOR:

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

ATTEST:

GRANTEE:

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

Commonwealth of Pennsylvania
County of _____

On this, the ____ day of _____, 20____, before me, a Notary Public, personally appeared _____, having a title of _____ within the business entity of _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing document, and acknowledged that he/she executed the same for the purposes therein contained.

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

NOTARY SEAL

Notary Public My Commission Expires: _____

Commonwealth of Pennsylvania
County of _____

On this, the ____ day of _____, 20____, before me, a Notary Public, personally appeared _____, having a title of _____ within the business entity of _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing document, and acknowledged that he/she executed the same for the purposes therein contained.

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

NOTARY SEAL

Notary Public My Commission Expires: _____

RESOLUTION 25 - 19
HANOVER TOWNSHIP – NORTHAMPTON COUNTY

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

Be it **RESOLVED**, that the Board of Supervisors of Hanover Township of Northampton County hereby request a Statewide Local Share Assessment grant of \$550,935.00 from the Commonwealth Financing Authority to be used for new Air Tanks for the Hanover Township Volunteer Fire Company.

Be it FURTHER RESOLVED, that the Applicant does hereby designate;

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

RESOLVED this 11th day of November 2025.

ATTEST

BOARD OF SUPERVISORS
Hanover Township,
Northampton County

By: _____
Kimberly Lymanstall, Secretary
Board of Supervisors

By: _____
Susan Lawless, Chairman
Board of Supervisors

I, hereby certify that this Resolution was adopted by the Board of Supervisors, Hanover Township, Northampton County, this 11th day of November 2025 and said Resolution has been recorded in the Minutes of the Board of Supervisors of Hanover Township and remains in effect as of this date.

Kimberly Lymanstall, Secretary
Board of Supervisors,
Hanover Township - Northampton County

**TOWNSHIP OF HANOVER
NORTHAMPTON COUNTY, PENNSYLVANIA
RESOLUTION NO. 25-20**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA AUTHORIZING THE EXECUTION OF A CERTAIN AMENDMENT NO. 2 TO INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN HANOVER TOWNSHIP, NORTHAMPTON COUNTY, AND THE CITY OF BETHLEHEM, CONCERNING THE PROVISIONS OF THE USAGE OF THE CITY OF BETHLEHEM YARD WASTE FACILITY BY HANOVER TOWNSHIP AND ITS RESIDENTS

WHEREAS, there have been instances where Hanover Township, Northampton County and City of Bethlehem (collectively referred to as the “Parties”) have acknowledged, it is in the best interest of the public and the Parties, to allow Hanover Township and its residents to use the City of Bethlehem Yard Waste Facility;

WHEREAS, the Parties previously entered into an Intergovernmental Cooperation Agreement concerning the Yard Waste Facility of the City of Bethlehem; and

WHEREAS, the Parties desire to amend the terms of the Intergovernmental Cooperation Agreement.

NOW, THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED, by the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania, that:

1. The Board of Supervisors of the Township of Hanover hereby approve the Amendment No. 2 to the Intergovernmental Cooperation Agreement between the Parties attached hereto and marked ***EXHIBIT “A”*** and the Chair and Township Manager are authorized to execute the Amendment No. 1 to the Intergovernmental Cooperation Agreement, which is attached hereto and marked as ***EXHIBIT “A”***.

ADOPTED AND RESOLVED at a duly conducted meeting of the Board of Supervisors of the Township of Hanover the 11th day of November, 2025.

ATTEST:

HANOVER TOWNSHIP
BOARD OF SUPERVISORS

By: _____
Kimberly R. Lymanstall, Secretary
Board of Supervisors

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

EXHIBIT "A"

Amendment No. 2 to Intergovernmental Cooperation Agreement
By and Between
City of Bethlehem
And
Hanover Township, Northampton County
Related to Yard Waste Facility Usage

THIS AMENDMENT NO. 2 TO INTERGOVERNMENTAL COOPERATION AGREEMENT (this "Amendment") is made this _____ day of _____, 20____, by and between the CITY OF BETHLEHEM, a municipal corporation being a City of the Third Class, subject to the Optional Third Class Charter Law, organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at City Hall, 10 E. Church Street, Bethlehem, Pennsylvania 18018 (hereinafter referred to as "City") and HANOVER TOWNSHIP, NORTHAMPTON COUNTY, a second class township organized under the laws of the Commonwealth of Pennsylvania with offices at 3630 Jacksonville Road, Bethlehem, Pennsylvania 18017 (hereinafter referred to as "HTNC").

WHEREAS, the City owns and operates a yard waste facility located at 1480 Schoenersville Road, Bethlehem, Pennsylvania, 18017 (hereinafter referred to as "Facility"), and

WHEREAS, the City and HTNC entered into an Intergovernmental Cooperation Agreement dated June 8, 2022 (hereinafter referred to as the "Agreement") to allow HTNC and its residents to use the Facility; and

WHEREAS, the City and HTNC entered into Amendment No. 1 to Intergovernmental Cooperation Agreement dated December 17, 2024 to extend the term of the Agreement as more fully set forth in said Amendment; and

WHEREAS, the City and HTNC desire to extend the term of the Agreement for an additional one-year period.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein,
the parties agree as follows:

1. The term of the Agreement is hereby extended for a one-year period, beginning on January 1, 2026 and ending on December 31, 2026 (the “Extended Term”), unless terminated in accordance with Paragraph 12 of the Agreement.

2. HTNC agrees to pay the City in accordance with the following schedule:

Extended Term – 2026 – \$80,363.00

The City will invoice HTNC for the Extended Term upon full execution of this Agreement and will direct all invoices to the Township Manager. All payments will be due thirty (30) days from invoice date.

3. Paragraph 13 of the Agreement is hereby amended to reflect current contract representatives for the purpose of providing all notices and other written communications required under the Agreement and this Amendment.

Communication and details concerning this contract shall be directed to the following contract representatives:

For City:

City of Bethlehem
Attn: Michael J. Halbfoerster, Director of Recycling
10 East Church Street
Bethlehem, PA 18018

For HTNC:

Hanover Township, Northampton County
Attn: Martin Limpar, Public Works Director
3630 Jacksonville Road
Bethlehem, PA 18017

4. All other terms and conditions contained in the Agreement and any prior Amendments thereto are hereby ratified and confirmed and shall remain in full force and effect.

5. This Amendment No. 2 may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have set their hands and seals on the date first above written.

ATTEST:

HANOVER TOWNSHIP, NORTHAMPTON
COUNTY

Title:

By: _____
Title:

ATTEST:

CITY OF BETHLEHEM

City Controller

By: _____
Mayor

The within Agreement is certified to be
Needed, necessary and appropriate.

By: _____
City of Bethlehem Department Head
Print Name: Laura Collins