

ORDINANCE NO. 21 - _____

AN ORDINANCE OF THE TOWNSHIP OF HANOVER, NORTHAMPTON COUNTY, PENNSYLVANIA, AMENDING THE CODE OF ORDINANCES OF THE TOWNSHIP OF HANOVER, NORTHAMPTON COUNTY, PENNSYLVANIA, BY AMENDING CHAPTER 152 STORMWATER MANAGEMENT; ARTICLE VIII STORMWATER BMP OPERATION AND MAINTENANCE PLAN REQUIREMENTS; SECTION 152-24.1 RESPONSIBILITIES FOR OPERATION AND MANAGEMENT OF BMPs OF THE CODE OF ORDINANCES, AND REPEALING ALL ORDINANCES INCONSISTENT THEREWITH

WHEREAS, The Supervisors of Hanover Township, Northampton County, Pennsylvania, under the powers vested in them by the "Second Class Township Code" of Pennsylvania as well as other laws of the Commonwealth of Pennsylvania, do hereby enact and ordain the following amendment to the text of the Hanover Township Code of Codified Ordinances;

WHEREAS, the Board of Supervisors of Hanover Township desire to amend its Code of Codified Ordinances by amending responsibilities for operation and maintenance of Stormwater BMPs within the Township.

NOW, THEREFORE, be it enacted and ordained by the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania, and the same is hereby ordained and enacted as follows, to wit:

SECTION 1. Chapter 152 Stormwater Management; Article VIII Stormwater BMP Operation and Maintenance Plan Requirements; Section 152-24.1 Responsibilities for operation and maintenance of BMPs, is deleted in its entirety and replaced as follows:

"A. The BMP operation and maintenance plan for the project site shall establish responsibilities for the continuing operation and maintenance of all permanent Stormwater BMPs as follows:

(1) If a BMP operation and maintenance plan includes structures or lots which are to be separately owned and in which streets, sewers and other public improvements are to be

dedicated to the Township, Stormwater BMPs may also be dedicated to and maintained by the Township.

(2) If a BMP operation and maintenance plan includes operations and maintenance by an Owner or if sewers and other public improvements are to be privately owned and maintained, then the operation and maintenance of Stormwater BMPs shall be the responsibility of the Owner.

B. The Township shall make the final determination on the continuing operations and maintenance responsibilities. The Township reserves the right to accept or reject the operations and maintenance responsibility for any or all of the Stormwater BMPs

C. The Owner shall file inspection reports annually with the Township reporting on the operation and maintenance of the BMP. Inspection forms shall be provided by the Township upon request.”

SECTION 2. SEVERABILITY

If any section, clause, provision, or portion of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect any other section, clause, provision, or portion of this Ordinance.

SECTION 3. REPEALER

All Ordinances and parts of Ordinances inconsistent herewith be and the same are hereby repealed.

SECTION 4. EFFECTIVE

This Ordinance shall become effective five (5) days from the date of its adoption.

James L. Broughal, Solicitor
Hanover Township
Northampton County
38 West Market Street
Bethlehem, PA 18018



610-867-8349

<http://www.dhpro.com>

Dj's For All Occasions

*** P.O. Box 22062 * Lehigh Valley PA, 18002-2062**

1. Hanover Township Northampton County has agreed to these terms set by D.H. Productions for a Perfect Package and a "Guaranteed Price Lock" of \$600.00 on October 2, 2021 from 12:00 pm to 4:00 pm. This agreement may not be modified, changed in whole or in part except in writing signed by both parties. Hanover Township Northampton County must cancel within seven (7) business days of September 8, 2021, failure to give seven (7) business days notice of cancellation will be subject to a fifty dollar (\$50) service charge. The "D.H. Productions copy" of this signed contract are due no later than September 8, 2021 or this contract will be void.

2. Equipment will be set up within one hour prior to the start of the occasion, unless prearranged by Hanover Township Northampton County and D.H. Productions. The balance of \$600.00 is due upon the arrival of the disc jockey on October 2, 2021. Overtime is subject to availability at Seventy-Five dollars (\$75) per one half hour.

3. Entertainers are not permitted to drink alcoholic beverages during the hours of the occasion and are solely responsible for their actions.

4. D.H. Productions is not liable for and not limited to any damages, injuries, and acts of God. (Example: property damage, personal injury, * power loss, **weather, etc.). Harassment and/or injury will terminate the entertainment with no refunds.

* D.H. Productions will make every effort to rectify any acts of God within its' powers, however if rectification does not correct the problem, D.H. Productions will not be held liable and there will be no refunds.

** In the event of bad weather, Hanover Township Northampton County must cancel within three (3) hours of the start of the occasion, and can reschedule for another date, agreeable to both D.H. Productions and Hanover Township Northampton County, with no additional charge. Without cancellation within three (3) hours there will be no refunds.

5. Patrons of the event will be held responsible for their actions such as but not limited to damage to equipment and / or individuals interfering with performing duties. If such a situation arises, Hanover Township will attempt to collect information such as license plate number or personal information to be turned over to Colonial Regional Police Department and D.H. Productions for the purpose of further investigation & or prosecution.

Please make all checks payable to **D.H. PRODUCTIONS**
and enclose coupon or certificate. Limit one per occasion.
There is a \$35.00 charge for any returned check.

Total Amount :	\$750.00
Coupon / Discount SAVINGS OF:	<u>\$-150.00</u>
Grand Total:	\$600.00
Full Balance Due On October 2, 2021:	\$600.00
Date of Occasion:	October 2, 2021
Time of Occasion:	12:00 pm to 4:00 pm



September 1, 2021

Authorized signature of D.H. Productions Date of contract

Retain this copy for your records.

THANK YOU.

D.H. Productions * P.O. Box 22062 Lehigh Valley, PA 18002-2062 * 610.867.8349

* <http://www.dhpro.com>



610-867-8349

<http://www.dhpro.com>

Dj's For All Occasions

*** P.O. Box 22062 * Lehigh Valley PA, 18002-2062**

1. Hanover Township Northampton County has agreed to these terms set by D.H. Productions for a Perfect Package and a "Guaranteed Price Lock" of \$300.00 on December 3, 2021 from 6:00 pm to 8:00 pm. This agreement may not be modified, changed in whole or in part except in writing signed by both parties. Hanover Township Northampton County must cancel within seven (7) business days of September 8, 2021, failure to give seven (7) business days notice of cancellation will be subject to a fifty dollar (\$50) service charge. The "D.H. Productions copy" of this signed contract are due no later than September 8, 2021 or this contract will be void.

2. Equipment will be set up within one hour prior to the start of the occasion, unless prearranged by Hanover Township Northampton County and D.H. Productions. The balance of \$300.00 is due upon the arrival of the disc jockey on December 3, 2021. Overtime is subject to availability at Seventy-Five dollars (\$75) per one half hour.

3. Entertainers are not permitted to drink alcoholic beverages during the hours of the occasion and are solely responsible for their actions.

4. D.H. Productions is not liable for and not limited to any damages, injuries, and acts of God. (Example: property damage, personal injury, *power loss, **weather, etc.). Harassment and/or injury will terminate the entertainment with no refunds.

* D.H. Productions will make every effort to rectify any acts of God within its' powers, however if rectification does not correct the problem, D.H. Productions will not be held liable and there will be no refunds.

** In the event of bad weather, Hanover Township Northampton County must cancel within three (3) hours of the start of the occasion, and can reschedule for another date, agreeable to both D.H. Productions and Hanover Township Northampton County, with no additional charge. Without cancellation within three (3) hours there will be no refunds.

5. Patrons of the event will be held responsible for their actions such as but not limited to damage to equipment and / or individuals interfering with performing duties. If such a situation arises, Hanover Township will attempt to collect information such as license plate number or personal information to be turned over to Colonial Regional Police Department and D.H. Productions for the purpose of further investigation & or prosecution.

Please make all checks payable to **D.H. PRODUCTIONS**
and enclose coupon or certificate. Limit one per occasion.
There is a \$35.00 charge for any returned check.

Total Amount :	\$450.00
Coupon / Discount	SAVINGS OF: \$-150.00
Grand Total:	\$300.00
Full Balance Due On December 3, 2021:	\$300.00
Date of Occasion:	December 3, 2021
Time of Occasion:	6:00 pm to 8:00 pm

September 1, 2021

Authorized signature of D.H. Productions Date of contract

Retain this copy for your records.

THANK YOU.

D.H. Productions * P.O. Box 22062 Lehigh Valley, PA 18002-2062 * 610.867.8349

* <http://www.dhpro.com>

LEASE AGREEMENT

This Lease is made and entered into on the 15th day of **September, 2021**, between the **TOWNSHIP OF HANOVER**, Northampton County, a Pennsylvania municipal corporation, with an address of 3630 Jacksonville Road, Bethlehem, PA 18017-9302, referred to in this Lease as Lessor, and **HELPING HANDS CHILDREN SERVICES MANAGEMENT, LLC.**, a Delaware Limited Liability Corporation, with an address of **640 Freedom Business Center Dr., Suite 220, King of Prussia, PA 19460-1332**, referred to in this Lease as Lessee.

Lessor leases to Lessee, and Lessee leases from Lessor, approximately 490 sq. ft. of space in the Hanover Township Community Center located at 3630 Jacksonville Road, Bethlehem, PA 18017 (the "Building"), and which space is currently utilized as a classroom area within the Building (hereinafter the "Leased Premises").

ARTICLE 1. TERM

1.01. *Lease Term.* The term of this Lease shall be on a month-to-month basis, commencing on September 15, 2021, and ending upon sixty (60) days written notice by either LESSOR or LESSEE of their desire to terminate this Lease (the "Term").

ARTICLE 2. RENT

2.01. *Rent.* Lessee will pay to Lessor the sum of \$650.00 per month, from the commencement of the Term of this Lease and continuing through the Term, in advance on the 1st day of each month (the "Rent").

ARTICLE 3. USE OF PREMISES

3.01. *Permitted Use.* Lessee will use the Leased Premises for services to children with autism.

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

ARTICLE 4. SERVICES, MAINTENANCE, AND SURRENDER

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

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

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

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

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

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

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

ARTICLE 5. ALTERATIONS, ADDITIONS, IMPROVEMENTS AND FIXTURES

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

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

ARTICLE 6. DAMAGE OR DESTRUCTION

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

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

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

6.04. *Lessee Insurance*. Lessee shall and will, at Lessee's sole expense secure and maintain during the Term (i) a comprehensive policy of general liability insurance, naming Lessor as additional insured, protecting Lessor against any liability occasioned by any occurrence on or about any part of the Leased Premises or any appurtenances thereto, with such policies to provide

a minimum coverage of \$1,000,000 with respect to any one person or accident and in the minimum amount of \$500,000 with respect to any property damage, and (ii) sufficient insurance to cover equipment and other personal property of Lessee located in the Leased Premises.

ARTICLE 7. AFFIRMATIVE COVENANTS OF LESSEE

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

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

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

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

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

ARTICLE 8. ACCESS AND INSPECTION BY LESSOR

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

ARTICLE 9. ASSIGNMENT AND SUBLEASE

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

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

ARTICLE 10. DEFAULT

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

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

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

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

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

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

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

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

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

ARTICLE 11. INDEMNIFICATION

11.01. Lessee hereby indemnifies and agrees to save harmless Lessor from and against any and all claims that (i) arise from or are in connection with the possession, use, occupation, management, repair, maintenance or control of the Leased Premises caused by Lessee or (ii) arise from or are in connection with any act or omission of Lessee or Lessee's agents, employees

or invitees, or (iii) result in injury to person or property or loss of life sustained in the Leased Premises. Lessee shall, at its own cost and expense, defend any and all actions, suits and proceedings which may be brought against Lessor with respect to the foregoing or in which they may be impleaded. Lessee shall pay, satisfy and discharge any and all judgments, orders and decrees which may be recovered against in connection with the foregoing. Lessee shall pay all costs, expenses and reasonable attorney's fees that may be expended or incurred by Lessor in enforcing the covenants of Lessee hereunder.

ARTICLE 12. MISCELLANEOUS

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

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

Lessor: Hanover Township, Northampton County
 Attn: John J. Finnigan, Jr., Township Manager
 3630 Jacksonville Road
 Bethlehem, PA 18017-9302

Lessee: Fali Sidhva, CEO
 Helping Hands Children Services Management, LLC
 640 Freedom Business Center Drive, Suite 220
 King of Prussia, PA 19460-1332

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

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

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

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

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

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

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

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

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

LESSOR:

**HANOVER TOWNSHIP,
NORTHAMPTON COUNTY**

ATTEST:

By: _____
Elizabeth D. Ritter, Secretary

BY: _____
JOHN N. DIACOGLIANNIS,
Chairman Board of Supervisors

WITNESS:



Andrew Koczko

LESSEE:

**HELPING HANDS CHILDREN
CHILDREN SERVICES
MANAGEMENT, LLC**



FALI SIDHVA, CEO

(SEAL)

9/2/2021

RESOLUTION 21 – 18
HANOVER TOWNSHIP – NORTHAMPTON COUNTY

WHEREAS, The Board of Supervisors of Hanover Township (“Township”), Northampton County, Pennsylvania (“Applicant”) desires to apply for grants with the Northampton County Department of Community and Economic Development (“Authority”) from the 2021 Grow NORCO program.

Be it **RESOLVED** that the Board of Supervisors of Hanover Township, Northampton County hereby requests a 2021 Grow NORCO grant of \$53,328.00 from the Northampton County Department of Economic & Community Development to be used for Colonial Regional Police Department Capital Improvements; Replace Security Camera System, Radio Dispatch System, Telephone System, and Security Entry System.

NOW THEREFORE, IT IS FURTHER RESOLVED THAT:

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

RESOLVED this 14th day of September 2021.

ATTEST

BOARD OF SUPERVISORS
Hanover Township,
Northampton County

By: _____
Elizabeth D. Ritter, Secretary
Board of Supervisors

By: _____
John N. Diacogiannis, Chairman
Board of Supervisors

I hereby certify that this Resolution was adopted by the Board of Supervisors, Hanover Township, Northampton County, this 14th day of September 2021 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.

Elizabeth D. Ritter, Secretary
Board of Supervisors, Hanover Township -
Northampton County

RESOLUTION 21 – 19
HANOVER TOWNSHIP – NORTHAMPTON COUNTY

WHEREAS, The Board of Supervisors of Hanover Township (“Township”), Northampton County, Pennsylvania (“Applicant”) desires to apply for grants with the Northampton County Department of Community and Economic Development (“Authority”) from the 2021 Grow NORCO program.

Be it **RESOLVED** that the Board of Supervisors of Hanover Township, Northampton County hereby requests a 2021 Grow NORCO grant of \$31,286.00 from the Northampton County Department of Economic & Community Development to be used for Public Works Department to purchase a new 18” Eger Beaver Brush Chipper.

NOW THEREFORE, IT IS FURTHER RESOLVED THAT:

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

RESOLVED this 14th day of September 2021.

ATTEST

BOARD OF SUPERVISORS
Hanover Township,
Northampton County

By: _____
Elizabeth D. Ritter, Secretary
Board of Supervisors

By: _____
John N. Diacogiannis, Chairman
Board of Supervisors

I hereby certify that this Resolution was adopted by the Board of Supervisors, Hanover Township, Northampton County, this 14th day of September 2021 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.

Elizabeth D. Ritter, Secretary
Board of Supervisors, Hanover Township -
Northampton County

RESOLUTION 20 – 20
HANOVER TOWNSHIP – NORTHAMPTON COUNTY

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

Be it **RESOLVED** that the Board of Supervisors of Hanover Township, Northampton County hereby requests a Local Share Account – Northampton & Lehigh Counties grant of \$28,933.00 from the Commonwealth Financing Authority to be used for a ELSAG Plate Hunter™ F3 – 2 Camera System (LPR’s).

NOW THEREFORE, IT IS FURTHER RESOLVED THAT:

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

RESOLVED this 14th day of September 2021.

ATTEST

BOARD OF SUPERVISORS
Hanover Township,
Northampton County

By: _____
Elizabeth D. Ritter, Secretary
Board of Supervisors

By: _____
John N. Diacogiannis, Chairman
Board of Supervisors

I hereby certify that this Resolution was adopted by the Board of Supervisors, Hanover Township, Northampton County, this 14th day of September 2021, 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.

Elizabeth D. Ritter, Secretary
Board of Supervisors, Hanover Township -
Northampton County

RESOLUTION 21 - 21

This resolution, approved and adopted by the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania, on the date hereinafter set forth.

Witnesseth:

WHEREAS, Section 7503 of the Pennsylvania Emergency Management Services Code, 35 Pa. C.S. Section 7101 et seq. mandates that Hanover Township prepare, maintain and keep current an emergency operations plan for the prevention and minimization of injury and damage caused by a major emergency or disaster within the Township; and

WHEREAS, in response to the mandate stated above, this Township has prepared an emergency operations plan to provide prompt and effective emergency response procedures to be followed in the event of a major emergency or disaster; and

WHEREAS, this Township has also prepared an emergency operations plan in order to reduce the potential effects of a major emergency or disaster and to protect the health, safety and welfare of the residents of this Township;

NOW, THEREFORE, we, the undersigned Supervisors of Hanover Township do hereby approve, adopt and place into immediate effect the Emergency Operations Plan of Hanover Township. This Plan shall be reviewed on an annual basis to make certain that it conforms to the requirements of the Northampton County Emergency Operations Plan.

Adopted this 14th day of **September 2021**

Board of Supervisors, Hanover Township – Northampton County

John N. Diacogiannis, Chairman

Michael J. Prendeville, Vice Chairman

John D. Nagle

Susan A. Lawless

Jeffrey M. Warren

ATTEST:

Date: **September 14, 2021**

Elizabeth D. Ritter, Township Secretary

PROMULGATION

THIS PLAN WAS ADOPTED BY HANOVER TOWNSHIP UNDER RESOLUTION NO. 2021 – 21 DATED SEPTEMBER 14, 2021. IT SUPERCEDES ALL PREVIOUS PLANS.

(John N. Diacogiannis – Chief Elected Official)

(Michael J. Prendeville– Elected Official)

(John D. Nagle – Elected Official)

(Susan A. Lawless – Elected Official)

(Jeffrey M. Warren – Elected Official)

(John J. Finnigan, Jr. – Township Manager)

(Elizabeth D. Ritter – Secretary)

**(John J. Finnigan, Jr. – Emergency
Management Coordinator)**

BASE ENGINEERING INC.

(610) 437-0978
(610) 437-0979

CONSULTING ENGINEERS & SURVEYORS
1010 N. QUEBEC STREET, ALLENTOWN, PA 18109-1607



FAX (610) 432-3800

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Board of Supervisors
Hanover Township
Northampton County
3630 Jacksonville Road
Bethlehem, PA 18017

September 8, 2021

**Re: TIME EXTENSION letter
Proposed Dunkin Donuts at 4098 Bath Pike
(TMP M6-15-10G-0214) / Base Project #2016-118**

Dear Supervisors,

Please consider this letter as requesting the necessary time extension for 90 days beyond September 18, 2021 through December 18, 2021 – on behalf of the Applicant (Divinity Group, LLC) – for the Developer to complete the improvements.

Thank you in anticipation of your approval. Please contact this office if you have any questions.

Yours sincerely,

Amit Mukherjee, MS, PE
Principal Engineer
amukherjee@baseeng.com
(P) 610-437-0978 ext. 13
Fellow-ASCE

c.c.: HEA

AM/clw

September 7, 2021

Via email and First Class Mail

John J. Finnegan, Jr., Township Manager
Hanover Township
3630 Jacksonville Road
Bethlehem, PA 18017

**Re: Pennsylvania Municipal Planning Code Extension Letter
Willow Crest Farms
Hanover Township, Northampton County, PA
Langan Project No.: 200114001**

Dear John:

Regarding the above referenced project, on behalf of the applicant, please let this letter serve to grant the Township an extension until December 31, 2021 to review and take action under the Pennsylvania Municipal Planning Code.

Please call us at (215) 491-6500 if you have any questions.

Very truly yours,
Langan Engineering and Environmental Services, Inc.



Gregory Elko, PE
Managing Principal / Executive Vice President

cc: Arnold Alleyne – Willow Crest Farms, LLC
Gregory Gulick, - Owner
Jim Holzinger, Esq. - Boyer Holzinger Harak & Scomillio

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