

Prepared by and Return To:

James L. Broughal, Esquire

Broughal & DeVito, L.L.P.

38 West Market Street

Bethlehem, PA 18018

Northampton County Parcel I.D. No(s):

M6 15 10K 0214 – 52 Highland Avenue, Hanover Township

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

52 HIGHLAND AVENUE

THIS DECLARATION OF COVENANT, AGREEMENT AND EASEMENT is made the 21st day of FEBRUARY, 2023, by and between *INDIGO INVESTMENTS LLC*, a Pennsylvania limited liability company, with an address of 52 Highland Avenue (hereinafter referred as “Declarant”), and the *TOWNSHIP OF HANOVER*, a municipal corporation organized and existing as a township of the second class under the laws of the Commonwealth of Pennsylvania and situate in the County of Northampton, Commonwealth of Pennsylvania (hereinafter referred to as the “Township”).

WHEREAS, the Declarant is the owner in fee simple of a certain tract of land, Northampton County Uniform Parcel I.D.#(s) **M6 15 10K 0124** (hereinafter “Subject Premises”) as set forth on a site plan (hereinafter “Plan”), the cover sheet of which is entitled “52 Highland Avenue Site Plan” dated February 16, 2022, as revised, prepared by Black Forest Engineering, LLC, with the Plan having been approved by the Hanover Township Board of Supervisors with certain conditions on February 14, 2023, and the record sheet(s) of which Plan has been or is about to be recorded in the Office of the Recorder of Deeds of Northampton County, Pennsylvania; and

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

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

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

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

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

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

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

2. The Owners of the Subject Premises on which Stormwater Management Facilities are located shall continually and perpetually perform such maintenance, repair, refurbishment, reconstruction, and replacement of said facilities, including but not limited to drainage swales, detention and retention basins, stormwater piping systems, headwalls, inlet and outlet structures, and all structures and facilities appurtenant to the foregoing and all Best Management Practices ("BMPs) agreed to be performed by Owners, as shown on the Plan and located on the lands of the Owners, as may be necessary or advisable in the opinion of the Township to ensure the structural integrity and the proper functioning thereof, and compliance with all federal, state and local laws, rules, and regulations pertaining thereto. At no time shall the Stormwater

Management Facilities be removed or altered in any manner without the prior written approval of the Township.

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

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

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

6. ***INTENTIONALLY OMITTED.***

7. The Owners shall make provisions for and be personally responsible for strict compliance with all of the foregoing covenants. Upon failure of the Owners to comply within the time period specified by written notice, or in the event the Township, in its sole and absolute discretion determines the work to be of an emergency nature, the Township may perform such work as may be necessary in its sole and absolute discretion to bring the Owners into compliance at the expense of the Owners and the owners shall be charged for said expense, plus a 20% surcharge for the Township's administrative expenses, plus any costs expended by the Township (including reasonable attorney's fees) if a municipal lien or civil action or action in equity is filed, which expense the Owners hereby agree to assume and pay.

8. The Owners hereby grant, bargain and sell to the Township, its successors and assigns, the Township Engineer, and such other persons as may be authorized by them to act on their behalf: (a) a right-of-way and easement on, over, across, under and through the land shown on the Plan for the purposes of inspecting the Stormwater Management Facilities, of curing any default by the Owners, and of exercising its rights under paragraph 5, supra; and (b) the free and uninterrupted use, liberty, and privilege of, and passage in and along, and to and from, the land for the foregoing purposes. Any activity or work performed by Township or its duly authorized agent affecting the operation or use of any Stormwater Management Facilities, shall not interfere with or interrupt the use or operation of the Subject Premises, and Township shall, and shall

cause its duly authorized agent, to exercise such rights in a manner that will minimize interference and inconvenience to the Owner or its tenants. Additionally, Township shall, except in the event of emergencies, endeavor to provide the Declarant forty-eight (48) hours written notice in advance of any access, activities and/or work which may reasonably be expected to interfere with the operation or use of the Subject Premises by the Township or its duly authorized agents.

9. The duties of Declarant or Owner under this agreement shall apply only during the period of ownership of the Subject Premises by such Declarant or Owner, and shall terminate upon the sale of the Subject Premises by such Declarant or Owner to a bona fide purchaser for value, or upon the assignment to a successor entity, who/which shall thereupon assume the duties of Declarant or Owner and be responsible for complying with the terms and conditions of this agreement; provided, nevertheless, that nothing contained herein shall be construed as relieving Declarant or Owner from liability for any default occurring during the period of ownership by such Declarant or Owner.


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


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

WITNESS:

DECLARANT:

INDIGO INVESTMENTS LLC

By: 
Print Name: Thomas Cramer
Title: Co-Owner

By: 
Print Name: Jesse Crupella
Title: Co-Owner

ATTEST:

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA

By: _____
Christina M. Thomas,
Township Secretary

By: _____
John N. Diacegiannis
Chairman of the Board of Supervisors

EXHIBIT "A"
NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER NUMBER(S)

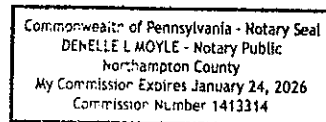
M6 15 10K 0214

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Northampton) SS:

ON THIS, the 21st day of February, 2023, before me, the undersigned officer, personally appeared Jesse Chupella and acknowledged himself/herself to be the CO-OWNER of INDIGO INVESTMENTS LLC, and that as such CO-OWNER was authorized to execute the foregoing instrument on behalf of INDIGO INVESTMENTS LLC, for the purposes therein contained.

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

Denelle L Moyle
Notary Public



COUNTY OF Northampton)

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

Notary Public

**HANOVER TOWNSHIP, NORTHAMPTON COUNTY
RESOLUTION 2023 - 12**

**A RESOLUTION OF HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA,
PERMITTING THE DISPOSAL OF MUNICIPAL ASSETS**

WHEREAS, Hanover Township owns assets to perform the general operational functions of a municipal government; and

WHEREAS, from time to time these assets become expendable due to the cost of repair; and

WHEREAS, the Township wishes to dispose of these assets with value, through posted public bidding, sealed bid, or auction for listed items; and

WHEREAS, the Township wishes to properly dispose of property having value.

ITEMS

1997	American Rd	Trailer	VIN: 1A9SC2435VM274007
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NOW THEREFORE, BE IT RESOLVED AND IT IS HEREWITH RESOLVED, as follows:

SECTION 1. All “whereas” clauses are incorporated herein by reference.

SECTION II. The following is a list of property, with no value, that is to be properly disposed of:

APPROVED AND ADOPTED as a Resolution of the Township of Hanover this 28TH day of February 2023.

ATTEST:

HANOVER TOWNSHIP
BOARD OF SUPERVISORS

By: _____
Christina M. Thomas, Secretary
Board of Supervisors

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

EASTON MUNICIPAL BAND

EASTON, PENNSYLVANIA



P.O. Box 3882
Easton, PA 18043-3882
WWW.EASTONBAND.COM
f YouTube Instagram

ALBERT J. SHIMKUS, JR., DIRECTOR
DON KEMMERER, ASSISTANT DIRECTOR
BOB SCHALLER, PRESIDENT/TREASURER

PERFORMANCE CONTRACT

1.) This is an agreement made this 22 day of February, 2023, between the Easton Municipal Band ("EMB") and Hanover Township, Northampton County, Pennsylvania, ("Client") for the hiring of EMB as independent contractors to perform a band concert.

2.) In this agreement the Client promises to make payment to EMB \$400.00 by check payable to Easton Municipal Band immediately after the performance, or mailed to Easton Municipal Band, P.O. Box 3882, Easton, PA 18043-3882.

3.) Which will be at: Hanover Township Community Center, known as the Venue.

4.) Date of Performance will be: April 22, 2023.

5.) The performance will be from 2 pm to 4 pm with breaks, as necessary.

6.) Per Client's request, EMB will perform selections from the following musical genres (select all that apply):

<input type="checkbox"/> Concert Literature	<input checked="" type="checkbox"/> Contemporary	<input checked="" type="checkbox"/> Marches/Patriotic
<input checked="" type="checkbox"/> Stage/Screen	<input checked="" type="checkbox"/> Swing/Big Band	<input checked="" type="checkbox"/> Other <u>bias to Sousa Marches</u>

7.) EMB will arrive at the Venue no later than one hour prior to the performance time.

8.) EMB will provide its sound system.

9.) This agreement commences as of the date above and shall continue if EMB is entitled to any outstanding monies from the Client.

IN WITNESS WHEREOF the parties hereto, each intending to be legally bound hereby, have executed these presents the day and year first above written.

Easton Municipal Band

Client Hanover Township

By _____
Alan B. McFall, V. P.

By _____
John N. Diacogiannis, Chairman - BOS
Print Full Name & Title

610-704-8164 amcfall@mljlegal.com
Phone No. & Email Address

610.317.8701 recdirector@hanovertwp-cc.org
Phone No. & Email Address

Prepared by and Return to:

James L. Broughal, Esquire
Broughal & DeVito, L.L.P.
38 West Market Street
Bethlehem, PA 18018
(610) 865-3664

Northampton County Parcel I.D. Nos:

M6 15 10K 0214 – 52 Highland Avenue, Hanover Township

SITE PLAN MAINTENANCE AGREEMENT
HANOVER TOWNSHIP, NORTHAMPTON COUNTY

52 HIGHLAND AVENUE

THIS AGREEMENT, made this 17th day of February, 2023, by and between
HANOVER TOWNSHIP, a municipal corporation organized and existing under the laws of the
Commonwealth of Pennsylvania (hereinafter called "Township");

A N D

INDIGO INVESTMENTS LLC, a Pennsylvania limited liability company with an address
of 52 Highland Avenue, Bethlehem, Pennsylvania 18017 (hereinafter called "Owner").

W I T N E S S E T H:

WHEREAS, the Township has approved a site plan known as "52 Highland Avenue Site
Plan" (hereinafter called "Plan"); prepared by Black Forest Engineering, LLC, dated February 16,
2022, last revised December 12, 2022; and

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

WHEREAS, pursuant to the terms of the Improvements Agreement, Owner is obligated to maintain certain municipal improvements (the "Improvements") for a period of eighteen (18) months from the date of written acceptance by the Township; and

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

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

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

all costs, expenses, claims and damages incurred by the Township because of the Owner's failure to maintain the Improvements.

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

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

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

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

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

10. A maintenance guarantee and/or security shall be provided to the Township in a form satisfactory to the Township and shall be in such amount as shall be approved by the

Township prior to the release of the security posted under the Improvements Agreement for completion of the construction of the Improvements.

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

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

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

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

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

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

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

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

19. In the event that a suit or action is brought by any party under this Agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorneys' fees to be fixed by the trial court, and/or appellate court.

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

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

ATTEST:


HANOVER TOWNSHIP,
NORTHAMPTON COUNTY, PENNSYLVANIA


By: _____
Christina M. Thomas, Secretary

By: _____
John N. DiGiorgiannis
Chairman of the Board of Supervisors

WITNESS:

INDIGO INVESTMENTS LLC

By:  _____
Print Name: Tom Cramer
Title: co-owner

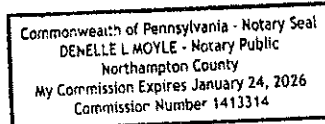
By:  _____
Print Name: Jesse Chupella
Title: co-owner

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF NORTHAMPTON) SS.

ON THIS, the 17th day of FEBRUARY, 2023, before me, the undersigned
officer, personally appeared JESSE CHURCHILL, and acknowledged himself to be the
CO-OWNER of INDIGO INVESTMENTS, and acknowledged that he as such
CO-OWNER of INDIGO INVESTMENTS, was authorized to execute the foregoing Agreement
on behalf of INDIGO INVESTMENTS, for the purposes therein contained.

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

Denelle L. Moyle
Notary Public



COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Northampton)

On this _____ day of _____, 2023, before me, a Notary Public, the undersigned officer, personally appeared JOHN N. DIACOGLIANNIS, who acknowledged himself to be the Chairman of the Board of Supervisors of Hanover Township, a municipal corporation and that he as Chairman, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chairman.

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

Notary Public

Prepared by and Return To:

James L. Broughal, Esquire
Broughal & DeVito, L.L.P.
38 West Market Street
Bethlehem, PA 18018

Northampton County Parcel I.D. Nos:

M6 15 10K 0214 – 52 Highland Avenue, Hanover Township

SITE PLAN IMPROVEMENTS AGREEMENT
52 HIGHLAND AVENUE

THIS AGREEMENT, made this 17th day of February, 2023, by and

between **HANOVER TOWNSHIP**, a municipal corporation organized and existing under the Laws of the Commonwealth of Pennsylvania (hereinafter called "Township");

AND

INDIGO INVESTMENTS LLC, a Pennsylvania limited liability company, with an address of 52 Highland Avenue, Bethlehem, Pennsylvania 18017 (hereinafter called "Owner").

WITNESSETH:

WHEREAS, the Township of Hanover, Northampton County, Pennsylvania, is a second class township; and

WHEREAS, pursuant to the powers granted second class townships under the Second Class Township Code, and the Pennsylvania Municipalities Planning Code, Act 247, as amended ("MPC"), the Township has adopted Subdivision Regulations and various other ordinances including the Hanover Township Zoning Ordinance, pertaining to the regulation of non-residential site developments in the Township; and

WHEREAS, the Owner desires to develop land in the Township in accordance with the Township Site Plan Regulations, and other various ordinances pertaining to the regulation of land development in the Township, including, but not limited to, the Township's Zoning Ordinance.

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

FIRST: The Owner shall construct and/or install the improvements shown on the "52 Highland Avenue Site Plan", prepared by Black Forrest Engineering, LLC, dated February 16, 2022 , last revised December 12, 2022, which plan was approved conditionally by the Board of Supervisors on February 14, 2023. The improvements are more fully described in the site development plans ("Site Plan"), are more specifically described in ***Exhibit "A,"*** attached hereto and made a part hereof (the "Improvements").

SECOND: All Improvements required under this Agreement shall be constructed in accordance with the Township Site Plan Regulations, all other Township requirements and specifications, and all Northampton County and Commonwealth of Pennsylvania requirements and specifications, including, but not limited to, the specifications which are more fully described in ***Exhibit "B,"*** which is attached hereto and made a part hereof. If there is any conflict between the Improvements as depicted and/or described in the Site Plan and the requirements, specifications, etc., the Improvements shall be constructed and/or installed as depicted and/or described on the Site Plan.

THIRD: The Improvements more fully described in ***Exhibit "A"*** required under this Agreement shall be completed in accordance with the above-stated requirements within twelve (12) months of the date of this Agreement.

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

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

FIFTH: To ensure compliance with the provisions of this Agreement and, in particular, that all Improvements meet Township, County and State requirements, and that the Improvements be completed within the time periods set forth in paragraph "THIRD", the Owner of the land which makes up the Subdivision Plan shall deliver to the Township an irrevocable letter of credit or other type of security in a form approved by the Township Solicitor in the amount of SIXTY-FOUR THOUSAND ONE HUNDRED SEVENTY-FIVE AND 50/100 (\$64,175.50) Dollars (the "Security"). The Security shall be restricted in use to the financing of the installation of the Improvements called for in this Agreement. It is clearly understood that the Township may, at any time within the time periods set forth in paragraph THIRD, when in its sole and absolute opinion the installation of the Improvements are not progressing to the Township's satisfaction, draw upon the Security to finance the installation of any and all of the required Improvements provided that Township shall first give Owner written notice of any deficiency in progress and Owner shall have a reasonable opportunity to cure any such deficiency, which period shall not exceed thirty (30) days.

SIXTH: Township building permits shall only be granted to the Owner of the land which makes up the site in accordance with the terms of this Agreement, but only after the posting and approval of the Security required herein.

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

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

EIGHTH: The Township, or its duly authorized agent, the Township Engineer, shall be the sole judge of whether or not the Owner has complied with the requirements and specifications of the Township and shall determine, at its sole discretion and in accordance with the provisions of the MPC, whether or not the street(s), road/cartway system, drainage system, and sewage system or other Improvements should be approved and accepted by the Township, or other appropriate Township governmental authority.

The Township Engineer shall inspect and approve in writing all of the Improvements, as each stage of construction is completed. A schedule of the stages is attached hereto and made a part hereof as *Exhibit "B"*. The Owner shall not proceed to another stage of construction without the written approval of the Township Engineer, and it shall be the responsibility of the Owner to notify the Township Engineer in writing, or by email or facsimile transaction, when a stage of construction has been completed so as to be ready for inspection. Should the Owner fail to obtain written approval from the Township Engineer, which approval shall

not be unreasonably withheld or delayed, to proceed to any stage of construction, then, in that event, said Township Engineer may require, if the Improvements are not in compliance with Township standards, the Owner to tear out and remove said Improvements and to proceed again with its construction or order additional Security to be posted for the future repair and maintenance of the Improvements. The course of action to be followed in all cases is to be determined solely by the Township Engineer. All reasonable and proper costs of the inspections by the Township Engineer are to be paid for by the Owner, and the failure to pay said costs shall be sufficient reason and justification for withholding approval of said construction. The Township agrees to approve releases of the Security in accordance with the MPC.

NINTH: If all Improvements required under this Agreement have not been completed in accordance with the requirements set forth in this Agreement and within twelve (12) month period, then, in that event, the prior approval of the Site Plan by the Board of Supervisors and Planning Commission of the Township may be revoked, and the Owner or Owners of the land may resubmit their prior final site plan for approval to the Planning Commission and Board of Supervisors of the Township in accordance with the subdivision and zoning regulations then in force. In acting upon their submitted final site plan, the Board of Supervisors and Planning Commission of the Township shall apply the provisions, regulations, and requirements of the Township Subdivision and Zoning Regulations and Ordinances in effect at the time of the resubmission. At the time of the resubmission, the Board of Supervisors and the Planning Commission may modify this Agreement and impose the acceptance of the modifications, if any, as a condition precedent to the re-approval of the Site Plan.

TENTH: All reasonable and proper Township Engineering costs, including, but not limited to, the inspection of the Improvements, shall be paid by the Owner of the Land (as hereinafter defined).

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

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

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

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

FIFTEENTH: The Owner hereby agrees to enter into a maintenance bond or other security in an amount equal to fifteen percent (15%) of the actual cost of the Improvements called for in the MPC and in a Site Plan Improvements Agreement, in a form approved by the Township Solicitor and/or the Board of Supervisors, to guarantee that the Improvements listed in this Site Plan Improvements Agreement shall be maintained for a period of eighteen (18) months, as more fully set forth in the Site Plan Maintenance Agreement ("Maintenance Security") and in accordance with

the MPC. The Maintenance Security shall be furnished by the Owner and approved, as herein provided, prior to the Township releasing the Security obtained to secure the Improvements.

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

SEVENTEENTH: The Owner and the successors and assigns of the Owner shall be solely responsible for any and all damage caused by the Owner, its agents, successors, or assigns in the development of the land, which is the subject of the Site Plan (the "Land") and shall, at its own expense repair any damage done to abutting property owners or their land because of any negligent act on the part of the Owner, its agents, successors, or assigns in the development of the Land. The Owner shall indemnify and save harmless the Township, its agents, and consultants, from and against all liability for or on account of any injury or damages received or sustained by any person or persons by reason of and to the extent of (i) any act or neglect on the part of the Owner, its agents, or employees; or (ii) the condition of the Land; or (iii) the installation of any drainage facilities, or in consequence of any negligence in guarding the same, or as a result of any alleged breach of any statutory duty or obligation on the part of the Township, or of the employees of the Township in respect to the condition of the Land or guarding the same.

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

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

TWENTIETH: Default. In the event the Owner defaults under the terms and conditions of this Agreement, and the same is not cured within thirty (30) days of written notice from the Township, the following provisions shall apply:

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

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

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

TWENTY-FIRST: The Americans With Disabilities Act.

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

- b. The Owner agrees that all Improvements constructed pursuant to this Agreement shall be constructed in accordance with terms and provisions of Titles I, II, and III of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., if applicable.
- c. The Owner shall be responsible for, and agrees to indemnify and hold harmless the Township of Hanover, Northampton County, Pennsylvania, from, all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Township of Hanover, Northampton County, Pennsylvania, as a result of the Owner's failure to comply with the provisions of this paragraph.

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

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

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

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

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

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

TWENTY-EIGHTH: All the understandings and agreements heretofore had between the parties hereto, are merged in this Agreement, which alone fully and completely expresses their agreement, and this Agreement is entered into after full investigation, neither party relying upon any statement or representation not embodied in this contract made by the other.

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

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

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

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

ATTEST:

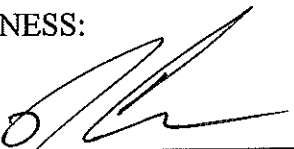
HANOVER TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA


By: _____
Christina M. Thomas, Secretary

By: _____
John N Diacogiannis
Chairman of the Board of Supervisors

WITNESS:

INDIGO INVESTMENTS LLC

By: 
Print Name: Tom Cramer
Title: Co-owner

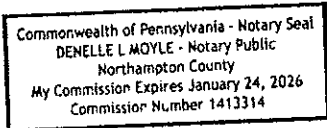
By: 
Print Name: Jesse Chupetta
Title: Co-owner

COUNTY OF Northampton

Agreement on behalf of INDIGO INVESTMENTS LLC, for the purposes therein contained.

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

Notary Public



COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Northampton)

On this _____ day of _____, 2023, before me, a Notary Public, the undersigned officer, personally appeared JOHN N. DIACOGIANNIS, who acknowledged himself to be the Chairman of the Board of Supervisors of Hanover Township, a municipal corporation and that he as Chairman, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Chairman.

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

Notary Public

941 Marcon Boulevard
Suite 801
Allentown, PA 18109
Main: 877 627 3772



Engineering
& Design

February 16, 2023

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

Proposal for Geotechnical Support, Construction Quality Assurance (CQA),
and Special Inspection Services
Hanover Township Pool
Hanover Township, Northampton County
Bethlehem, Pennsylvania 18107
Colliers Engineering & Design Proposal No.: 21002641B

Dear Jay,

Colliers Engineering & Design, Inc. (CED), is pleased to submit this proposal to provide geotechnical engineering support, Construction Quality Assurance (CQA) and Special Inspection services for the new pool complex to be located in Hanover Township, Northampton County, Pennsylvania. We understand the development includes a new pool, ancillary structures (pump house/restroom building, check-in/storage building, snack bar/lifeguard building), and related site features. As you are aware, CED served as the Geotechnical Engineer to the Design Team, particularly with respect to the sinkhole stabilization issue. In accordance with our recommendations, a low mobility grouting program will be performed beneath the pool area to stabilize the subsurface profile and to mitigate the risk for loss of support due to potential karst activity (sinkholes).

This proposal summarizes our proposed scope of services for completion of the construction quality assurance testing and Special Inspections Services.

Project Approach and Staffing

CED is a consulting engineering firm that provides professional oversight and management for our construction observation, testing, and documentation services. Our local, Allentown project team will be led by our Senior Project Manager (Ryan Walters, P.E.), who will be the direct point of contact for the Construction Manager and/or the Contractors to allow for efficient scheduling of our activities.

This proposal is based on staffing the project primarily with a Geotechnical Specialist during the execution of the Low Mobility Grouting (LMG) program. A Senior Field Technician (SFT) will be assigned to the project during the earthwork, foundation, cast-in-place concrete, and masonry phases of the project. This continuity will enable our SFT to become intimately familiar with the project plans and specifications, and to become a valuable resource to the construction team.

Section I – Scope of Services

Our Scope of Services for materials testing and Special Inspections has been developed based on our review of the "New Hanover Township Municipal Pool" permit set by BKP, issued for bid on July 15, 2022.

We understand the Township's Engineer will observe and document the below grade utility construction, including the related trench encasement and backfill activities. Therefore, these services are currently excluded from our Scope of Services.

We request a minimum of 48-hours' notice (two business days) to schedule our personnel for field activities.

Low Mobility Grouting (LMG) Program

CED will provide geotechnical consulting services and full-time field oversight of the LMG program. Our engineering staff will provide preconstruction consulting services on behalf of the Township, including attendance of various conference calls and preconstruction meetings, as well as the review of the specialty contractor's LMG program design and submittals. In addition, our engineering staff will provide consulting services and attend site meetings as necessary during the program execution. Our Geotechnical Specialist will provide full time field oversight and documentation of the LMG program, as well as periodically obtain grout samples for compressive strength testing.

Earthwork

CED will observe and document the placement and compaction of fill / backfill beneath the proposed structures and behind the pool walls. Our Senior Field Technician (SFT) will perform appropriate soil testing to identify the effort of compaction and evaluate the construction procedures utilized. This testing will primarily consist of visual observations, conical-tipped hand probes, and proofrolling, with support testing using nuclear density gauge equipment, as deemed appropriate. Field testing will generally be performed as specified and will be intensified if the results show that the specified degree of compaction is not being achieved.

Representative samples of proposed fill materials (whether on-site soils or imported borrow materials) will be analyzed in one of our soils laboratories for their suitability as load-bearing fill. These laboratory tests will consist of determinations of water content, sieve analyses, Atterberg limits (if appropriate), and modified Proctor compaction tests. The laboratory testing will be conducted in accordance with applicable American Society for Testing and Materials (ASTM) standards

Subgrade Preparation

Prior to final grading, including the placement of aggregate base material, we will observe a proofroll of the subgrade for stability. During these operations, our SFT will delineate unstable/loose areas (if encountered) and provide recommendations for corrective actions. These corrective actions will generally consist of recompaction, undercutting and replacement, and/or the use of geosynthetics or other stabilization measures.

Reinforcing Steel

Before the placement of concrete at the site for the structures and pool, CED will observe and document the type and placement of steel reinforcement to verify its compliance with the appropriate details and/or approved shop drawings. The reinforcing steel will be reviewed for size, grade, cleanliness, bending, spacing, and concrete coverage. In addition, we will observe and document the installation of anchor bolts.

Cast-In-Place Concrete

CED will observe, test, and document the placement of cast-in-place concrete for pool shell (floor and walls), as well as for the building footings and floor slabs. We understand concrete testing for exterior pavements/hardscape is not required. Our SFT will perform concrete testing (slump, temperature, unit weight, and air entrainment, as appropriate) during the placement operations. Observations will also be performed relative to concrete quality, workmanship, and placement techniques in accordance with ACI and ASTM guidelines and the project specifications.

In accordance with standard procedures, we will mold one set of samples for compressive strength testing per every 100 cubic yards of each type of concrete placed each day. We propose to mold five 4 x 8-inch cylinders per set of concrete in accordance with ASTM C 39. Additional cylinders and/or alternate break schedules, if required, can be accommodated.

After they have been molded, concrete cylinders will be stored in a safe, environmentally controlled manner at the site in accordance with ACI and ASTM guidelines. Once they have cured overnight, they will be transported to our laboratory to be cured until testing. The testing schedule for each five-sample set will be one at 7 days, three at 28 days, and one at 56 days (per ACI and ASTM requirements).

Masonry

CED will perform periodic observation of the construction of interior/exterior CMU walls, including the placement of horizontal joint reinforcement, as well as any vertical reinforcement, to verify compliance with the project plans and specifications. We will conduct periodic sampling and testing, including fabrication of grout prisms and mortar cubes. We will also perform observations relative to grouting procedures for lift height and consolidation.

Daily Field Reports

Our Special Inspection observations, measurements, and field test results will be documented by our personnel in Daily Field Reports (DFRs). Conditions that are contrary to project plans and specifications will be discussed verbally by our representative with the contractor in question at the time they are observed. These observations will be noted in the DFRs, along with recommended corrective actions and the remedial work performed.

After being reviewed by a professional engineer, the final DFRs will be issued to the Ownership team, and other parties you designate (or posted to a project website) within about one to two weeks after their origin.

Meetings and Engineering Consultation



Engineering & Design

CED's Project Management and/or field staff will attend pre-construction meetings and periodic progress meetings, as appropriate. In addition, our staff will also be available to provide engineering support as necessary. Such services will be performed on a time and expense basis in accordance with the unit rates provided in the fees section of this proposal. We have included a limited allowance for submittal reviews, as well as for attendance at construction meetings.

Schedule of Fees

We will perform the specified scope of services on a Time and Expense Basis in accordance with the following unit rates:

Task Name	Fee
Geotechnical Specialist / Field Engineer (FE) <ul style="list-style-type: none">Ground Improvement	\$90 per hour* \$120 per OT hour*
Senior Field Technician (SFT) <ul style="list-style-type: none">Soils, Foundations, Concrete, Masonry, etc.	\$65 per hour* \$100 per OT hour*
Certified Weld Inspector (CWI) <ul style="list-style-type: none">Structural Steel, Bolted and Welded Connections (Visual Only)	\$100 per hour*
Engineering Consultation, Meetings, Site Visits, Submittal Review & Routine Project Management (Scheduling, Daily Field Report Review and Distribution, etc.)	
Senior Project Manager	\$200 per hour
Principal Geotechnical Engineer	\$300 per hour
Administrative	\$100 per hour
Laboratory Testing/Field Equipment/Reimbursable Expenses	
Sample Pick Up and Transport	\$75 per trip
Concrete Test Cylinders (4" x 8") (ASTM C 39)	\$22 per cylinder molded
Grout Test Cylinders (3" x 6")	\$22 per cylinder molded
Grout / Mortar Cube (2" x 2" x 2") or Prism (3" x 6")	\$22 per sample molded
Modified Proctor Testing (ASTM D 1557)	\$275 per sample
Sieve Analysis (ASTM D 422)	\$100 per sample

*The hourly rates shown above are inclusive of DFR preparation, travel time (from our local Allentown Office), and expenses, as well as vehicle and equipment usage, except as noted. Hourly overtime rates will be charged for any weekday time in excess of 8 hours per day; or for any weekend or holiday time.

Provided the project commences during 2023 and continues without interruption, CED commits to maintaining these unit rates through June of 2024. Otherwise, labor escalations may apply. If additional services become necessary, they would be performed in accordance with the unit rates provided above, or in accordance with the Rate Schedule in effect at the time.

Estimated Budget

Using the field staffing allowances outlined below and the unit rates provided above, we have developed a total estimated fee of **\$40,835.00** for our engineering support, Materials Testing and Special Inspections Services. This estimate is based on a LMG program duration of 25 days and our experience with similar projects. Should the Contractor's project schedule become available, we can update our assumed labor loading accordingly.

A.	Geotechnical Specialist	\$21,000
	- Assume a net of 25 full-days @ 9 hrs per day	
B.	Senior Field Technician (SFT)	\$8,840
	- Assume a net of 12 full-days @ 8 hrs per day	
	- Assume a net of 10 half-days @ 4 hrs per day	
C.	Engineering Support, Meetings, Consultation, RPM, etc.	\$ 7,900
	- Allow 28 hours @ \$200	
	- Allow 5 hours @ \$300	
	- Allow 8 hours @ \$100	
D.	Laboratory Testing & Reimbursables	\$ 3,095
	- Assume 10 sample pick up & transport events	
	- Assume 85 concrete/grout cylinders	
	- Assume 1 modified Proctor	
	- Assume 2 sieve tests	

Estimated Total Budget: \$40,835.00

NOTE: Only the effort required to complete each task will be charged to you. We will track this effort throughout the project. If it appears that the effort is exceeding our assumptions, we will advise you and discuss options for either reallocating our budget (if possible) or increasing our estimated budget. Instances necessitating a budget change might include the following:

- A lengthening of the assumed labor loading/durations for the specified tasks;
- Additional coverage in excess of the provided assumptions;
- Overtime and/or weekend time;
- Additional hours/days to complete the required tasks due to retesting as the result of contractor not meeting minimum specified standards;
- A need for additional field technicians during periods of peak activity (in excess of the provided assumptions); or,
- Engineering consultation, meeting attendance, or site visits in excess of the budget allocations.

CED assumes that access to the elevated areas will be provided by others for our use in the form of a lift and operator or rolling scaffold system, which meets OSHA safety requirements. If necessary, we can rent such equipment for our own use for an additional fee. We also assume that our personnel will be permitted to park on-site at no charge.



Engineering
& Design

If any items not specifically mentioned within this agreement are deemed necessary, CED may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees regarding the extra services.

Business Terms and Conditions

CED's services will be performed in accordance with Colliers Engineering & Design's Business Terms and Conditions contained in Section II of this Contract. **Payment terms are NET30 of receipt of invoice.**

Closing

Please recognize that with respect to the construction activities, CED shall not have control of nor be in charge of, and shall not be responsible for, construction means, methods, sequences, procedures, or job safety. CED shall not be responsible for Contractor's failure to perform work in accordance with the Contract Documents. CED shall, nonetheless, exercise reasonable care and diligence in discovering and reporting defects and deficiencies in the Contractor's work to the Contractor, the Construction Manager, and/or the Owner's representative when performing field observations.

CED spends considerable effort in research and development of an appropriate Scope of Services that is tailored to the specific needs of the client and project. Consequently, the technical and pricing information contained in this proposal submitted by CED, as well as any subsequent Agreement, is confidential and proprietary. Hanover Township, or their affiliates shall not release such information or otherwise make it available to any third-party without express written consent of CED.

Section II – Business Terms and Conditions

Colliers Engineering & Design agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Colliers Engineering & Design and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Colliers Engineering & Design will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Colliers Engineering & Design may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Colliers Engineering & Design reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Colliers Engineering & Design bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Colliers Engineering & Design reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within thirty (30) days or the account will be considered correct.

For professional services billed on an hourly basis, Colliers Engineering & Design reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Colliers Engineering & Design are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Colliers Engineering & Design for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Colliers Engineering & Design bills are payable in full UPON RECEIPT and **payment is expected within thirty (30) days**. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Colliers Engineering & Design reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Colliers Engineering & Design. Colliers Engineering & Design will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Colliers Engineering & Design will withdraw all pending applications for the project.

5.0 RETAINER:

Colliers Engineering & Design reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.



Engineering
& Design

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Colliers Engineering & Design personnel and equipment necessary to complete our services. While Colliers Engineering & Design will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Colliers Engineering & Design all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Colliers Engineering & Design for proper performance of its services. Colliers Engineering & Design shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Colliers Engineering & Design assumes no responsibility or liability for their accuracy or completeness.

Colliers Engineering & Design will not direct, supervise, or control the work of Client's contractors or their subcontractors. Colliers Engineering & Design shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Colliers Engineering & Design's services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Colliers Engineering & Design shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Colliers Engineering & Design or its employees or subcontractors on a site shall imply that Colliers Engineering & Design controls the operations of others, nor shall this be construed to be an acceptance by Colliers Engineering & Design of any responsibility for jobsite safety.

7.0 UTILITIES:

In the execution of our services, Colliers Engineering & Design will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Colliers Engineering & Design harmless and defend and indemnify Colliers Engineering & Design for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Colliers Engineering & Design at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Colliers Engineering & Design shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Colliers Engineering & Design shall be paid for service performed to the termination notice date.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Colliers Engineering & Design may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension.

9.0 SUBCONSULTANTS/SUBCONTRACTORS:

Colliers Engineering & Design prefers that its Clients directly retain others whose services are required in connection with a project (e.g., drillers, analytical laboratories, transporters, other experts, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such subconsultants/subcontractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other subconsultants/subcontractors, or for their failure to perform any work, regardless of whether we hire them directly as subconsultants/subcontractors, or only coordinate and monitor their work. When Colliers Engineering & Design does engage a subconsultant/subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Colliers Engineering & Design its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another subconsultant/subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those subconsultants/subcontractors. In consideration of such indemnity and waiver, Colliers Engineering & Design agrees to assign its rights and/or claims against those subconsultants/subcontractors pursuant to the subconsultants/subcontractors agreements with Colliers Engineering & Design to the Client.

10.0 AGREED REMEDY:

Colliers Engineering & Design shall be liable to the Client only for direct damages to the extent caused by Colliers Engineering & Design's negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL COLLIERS ENGINEERING & DESIGN BE LIABLE FOR INDIRECT, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Colliers Engineering & Design has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.



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It is intended by the parties to this Agreement that Colliers Engineering & Design's services in connection with the project shall not subject Colliers Engineering & Design's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Colliers Engineering & Design, a New Jersey corporation, and not against any of Colliers Engineering & Design's employees, officers or directors.

11.0 INTENTIONALLY DELETED:

12.0 INDEMNIFICATION:

Colliers Engineering & Design shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Colliers Engineering & Design and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Colliers Engineering & Design) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Colliers Engineering & Design or any claims against Colliers Engineering & Design arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Colliers Engineering & Design is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Colliers Engineering & Design. Colliers Engineering & Design shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Colliers Engineering & Design, increase Colliers Engineering & Design's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Colliers Engineering & Design, and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Colliers Engineering & Design. Colliers Engineering & Design's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Colliers Engineering & Design because of this Agreement of Colliers Engineering & Design's performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Colliers Engineering & Design are and remain the property of Colliers Engineering & Design as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Colliers Engineering & Design's Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Colliers Engineering & Design, or for future modifications to this project, without Colliers Engineering & Design's express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Colliers Engineering & Design will be at the Client's sole risk and without liability to Colliers Engineering & Design or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Colliers Engineering & Design shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Colliers Engineering & Design makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Colliers Engineering & Design and Colliers Engineering & Design's consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Colliers Engineering & Design, shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Colliers Engineering & Design or Client shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Colliers Engineering & Design's services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Colliers Engineering & Design, and the



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Client could not have been reasonably foreseen and provided for, such delay will entitle Colliers Engineering & Design to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Colliers Engineering & Design will notify Client of particulars, and Client will pay for such increase. When such delays beyond Colliers Engineering & Design's reasonable control occur, the Client agrees that Colliers Engineering & Design shall not be responsible for damages, nor shall Colliers Engineering & Design be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Colliers Engineering & Design. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Colliers Engineering & Design.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.

17.0 DISPUTES:

This agreement shall be governed by and construed according to the laws of the commonwealth of Pennsylvania and jurisdiction shall be by the courts of common pleas of Northhampton County, Pennsylvania.



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Section III – Rate Schedule

Technical Staff Rates 2023

Billing Titles	Hourly Rates
Executive Principal	340.00
Senior Principal	325.00
Principal	300.00
Senior Project Manager	250.00
Technical Director	220.00
Project Manager	200.00
Senior Project Specialist	190.00
Project Specialist	180.00
Technical Professional	170.00
Technical Specialist	160.00
Specialist	150.00
Senior Data Technician	140.00
Senior Technical Assistant	130.00
Technical Assistant	115.00
Field Technician	105.00
Data Technician	105.00
Survey Crew – 1 Person w/Robotic Equipment	200.00
Additional Survey Crew Member	75.00
SUE Crew (designating) – 1 Person	150.00
Additional (designating) Member	60.00
SUE Crew (locating) – 2 Person	235.00
Additional (locating) Member	55.00
Expert Witness	400.00
Sr. LSRP	310.00
LSRP	265.00

Reimbursable Expenses

General Expenses	Cost + 15%
Travel (Hotel, Airfare, Meals)	Cost + 15%
Sub-Consultants/Sub-Contractors	Cost + 20%
Plotting	4.25 / Each
Computer Mylars / Color Plots	100.00 / Each
Photocopies	0.19 / Each
Color Photocopies	2.00 / Each
Document Binding	4.00 / Each
Portable Media	100.00 / Each
Exhibit Lamination (24" x 36" or larger)	85.00 / Each
Initial Digital Signature	300.00
Additional Digital Signatures	75.00 / Each
Mileage Reimbursement*	0.655 / Per Mile
	Field Vehicle 0.70 / Per Mile

*Mileage reimbursement subject to change based upon IRS standard mileage rate.

Master Schedule

Rates are effective through June 30, 2023

Section IV – Client Contract Authorization

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

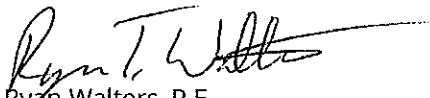
Title

If you find this proposal acceptable, please sign where indicated above in Section III, and return one signed copy to this office. Invoices are due in full upon receipt and are past due after 30 days, and shall not be subject to retainage of any kind. This proposal is valid for 90 days from the date issued.

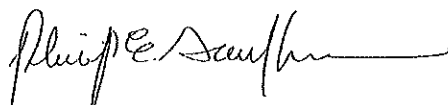
We very much appreciate the opportunity to submit this proposal, and we look forward to performing these services for you.

Sincerely,

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



Ryan Walters, P.E.
Senior Project Manager
Principal Associate



Philip E. Gauffreau, P.E.
Discipline Leader
Principal

RTW/PEG/baw

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