

**HOLD HARMLESS
INDEMNIFICATION AGREEMENT**

THIS AGREEMENT, made this 1st day of March 2023, by and between HANOVER TOWNSHIP, a second class township of Northampton County, Pennsylvania, with an address at 3630 Jacksonville Road, Bethlehem, Pennsylvania, 18017 ("Township") and **JUSTIN R SCHNECK AND LAUREN SCHNECK**, adult individual residing at 5757 Monocacy Dr, Bethlehem Hanover Township, Northampton County, Pennsylvania, 18017 ("Owner").

RECITALS

A. Owners propose to install a fence (the "Structure") on the property located at 5757 Monocacy Dr, Bethlehem, Pennsylvania also know as tax parcel number L6-15-0010-0016 (the "Premises").

B. A plot plan of the Premises and the proposed location of the Structure is attached as Exhibit "A".

C. The proposed Structure will encroach into the ten (10) foot Drainage and Utility Easement in the side and rear yard located on the Premises (the "Easement").

D. In order to place the Structure within the Easement, the Owner need the permission of the Township. The Township is willing to consent to the placement of the Structure in the Easement, upon satisfaction by Owners of the conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, AND INTENDING TO BE LEGALLY BOUND, the parties hereto agree as follows:

1. All "RECITALS" are hereby incorporated by reference as if the same were fully set forth here.

2. The Township hereby agrees to consent to the placement of the Structure in the Easement of the Premises upon the satisfaction of the conditions set forth below.

3. As a condition for approval and consent by the Township as set forth in paragraph 2 above, Owners, for themselves and their heirs, successors, executors, administrators and assigns, hereby agree to hold the Township harmless and indemnify the Township from and against any and all claims, actions, damages, suits, expenses (including attorney's fees), liabilities and the like, in law or in equity, and of any kind and nature, in connection with loss of life, personal injury and/or damage to property to any person arising from or in any way, directly or indirectly, associated with or caused by Owners' placement of or the existence of the Structure in the Easement of the Premises, including, but not limited to, loss of life, personal injury and/or damage to property caused by the improper construction and/or maintenance of the Structure.

4. In the event the Township is made a party to any litigation commenced by or against the Owners in connection with the placement of or the existence of the Structure, then the Owners shall protect and hold harmless the Township and shall pay all costs, expenses, and attorney's fees incurred or paid by the Township in connection with any such litigation.

5. The parties hereto acknowledge and agree that the Township's consent is conditioned upon the consent to the placement of the Structure by any and all utilities utilizing the Easement.

6. The parties hereto acknowledge that this Agreement is conditioned upon Owners obtaining the permission of adjacent landowners as to the placement of the structure, as may be required under the current Township Ordinance.

7. The parties hereto acknowledge that the Township retains discretion to require the removal of the Structure, in whole or in part, from the easement of the Premises if, in the sole opinion of the Township, the structure interferes with drainage on the Premises or on the Property of surrounding landowners.

8. This Agreement shall run with the land and shall be binding upon the Owners, their heirs, successors, executors, administrators and assigns, and shall inure to the benefit of the Township.

9. This Agreement, or any part thereof, shall not be construed against any party hereto, due solely to the fact that the Agreement, or any part thereof, was drafted by such party.

10. Owners shall immediately upon request pay all Township costs in connection with the Owners' request, including, but not limited to, attorney's fees, engineering fees and administrative expenses.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals
on the date first above written.

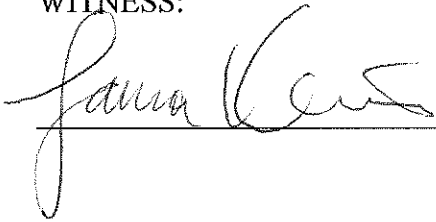
ATTEST:


HANOVER TOWNSHIP, Northampton County,
Pennsylvania, a second class township


By: _____

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

WITNESS:

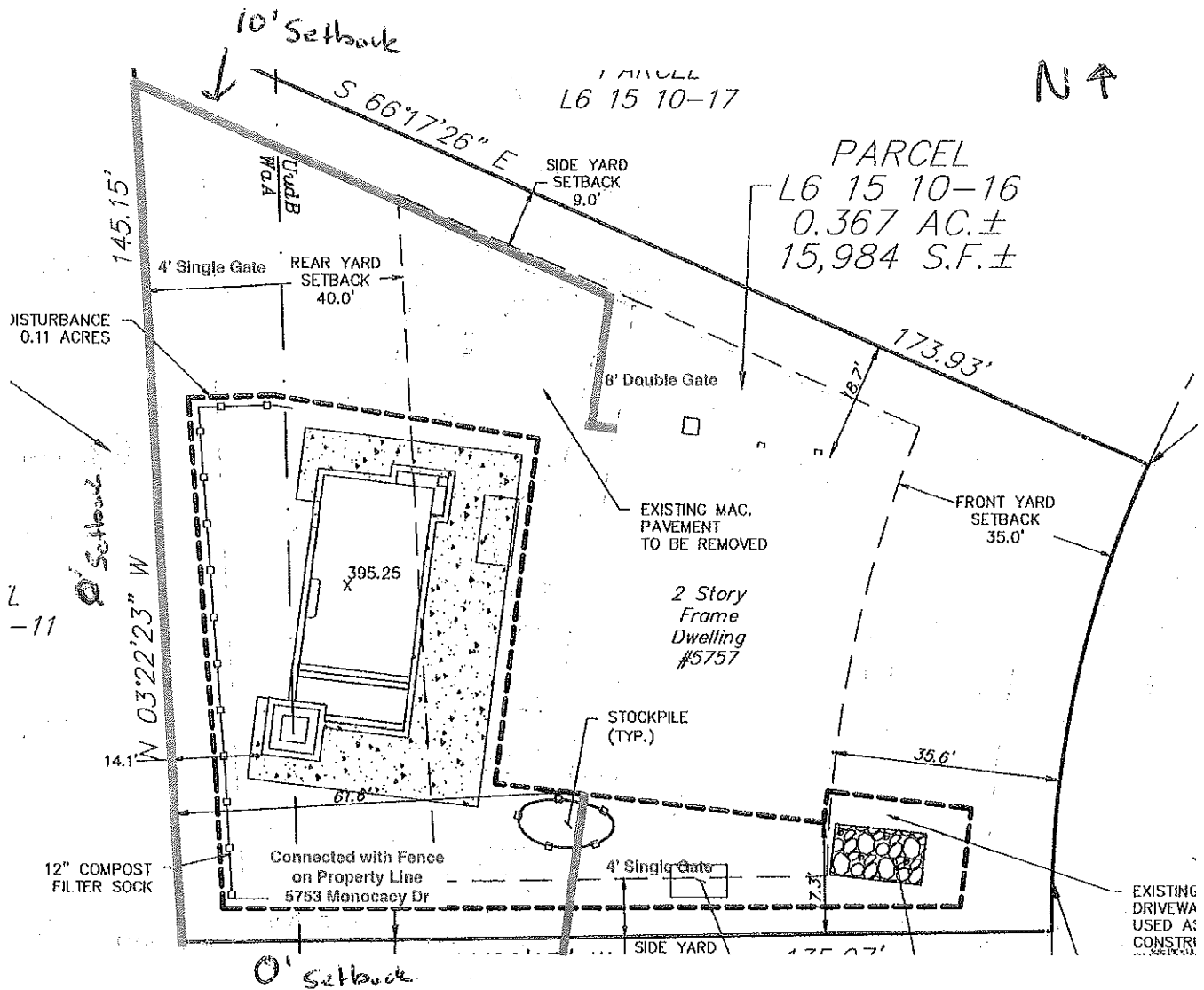


By: 
Justin R Schneck

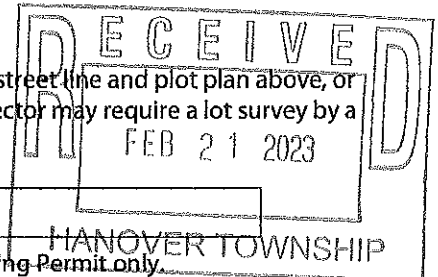
By: 
Lauren Schneck

PLOT PLAN

Outline the shape of the building lot, show dimensions, and locate NORTH point. Outline building to be constructed, designate any other building on the same Plot and indicate existing or proposed uses, show dimensions, show set back of front yard, rear yard, and side yards, also locate water and sanitary services. Identify property from deed. Also show and designate any right-of-way or easement on this Plot. Plot plan can be prepared on a separate sheet as long as the above requirements are met.



Satisfactory evidence exists in the field for the location of this lot and its boundaries including the street line and plot plan above, or attached, satisfactorily indicates plot described. To insure the location of the lot, the Building Inspector may require a lot survey by a Registered Surveyor.



Signature of Zoning Administrator or Building Inspector required for Building Permit only.

The municipality assumes no responsibility for grade of street unless such grade has been established and is on record.

A.E.B. AMUSEMENTS 1400 MORVALE ROAD EASTON, PA 18042-6852
PHONE 610-252-2551 E-MAIL AEBARNIVAL@AOL.COM



This contract made and entered into this the 3 day of MARCH A.D. 2023, by and between, A.E.B. AMUSEMENTS (the "party of the first part") and HANOVER TOWNSHIP (the "party of the second part"). Witnessed: That for and in consideration of the sum of One Dollar, each paid in the hand of the other, the receipt of which is herein acknowledged, and other good and valuable consideration which is herein after set forth, both parties aforesaid bind themselves as follows, to-wit:

That the party of the first part agrees to; present their riding devices, concessions, games and other needed and complimentary support equipment in the city of HANOVER TOWNSHIP, PA for a period of 4 days and nights, commencing JUNE 7 2023 and ending JUNE 10 2023 both dates inclusive. Also, the party of the first part will provide; Ride Tickets and a Ticket Booth with signage for such. Advertisement posters also available, upon request.

That the party of the second part hereby agrees to furnish; all licenses and taxes that may be required by law, 24 hour electric current (to be delivered to a central location) to be used as needed of at least 50amps, 220v., water hook-up, restrooms (all of which to be provided no later than the morning after our arrival), and a suitable grounds location known as TOWNSHIP. Also, a ticket seller must be provided for the days of the event. Where admission is charged, free admission shall be granted to all involved with the party of the first part. All office owned rides, shows, concessions, and minor privileges shall be under control of the management of the party of the first part.

That as consideration for the above mentioned, the party of the first part agrees to pay the party of the second part a sum of 20 percent of the receipts of all shows and rides, also a flat sum of \$ 75 for each concession unit. Payments to be made on shows and rides at the close of each days business, and on concessions no later than the end of the event.

That the party of the second part further agrees to use their influence to prevent other like attractions from exhibiting in the aforesaid city until after the termination of this agreement.

It is mutually agreed, that if the party of the first part fails to appear in the city of the party of the second part, with all or any part of it's equipment, due to an ACT OF GOD or any unforeseen circumstances, over which the party of the first part has no control, then they are not liable for any damages to the party of the second part.

That it is agreed by both parties hereto that there is no other contract or promise either written or verbal, existing between them, and this contract is subjected to the approval of the Manager either by mail or by his presence.

This contract entered into and signed in duplicate in the city of _____, PA this the _____ day of _____, A.D. 20____ by the duty of the authorized representatives of the parties hereto.

This date to be known and advertised as: JUNE 7-10 2023.

MIDWAY PROVIDED BY: A.E.B. AMUSEMENTS 610-252-2551

BY: [Signature]

-GENERAL MANAGER, A.E.B. AMUSEMENTS

BY: _____

WITNESS PRESENT _____ BY _____
PARTY OF THE SECOND PART

WITNESS PRESENT _____ BY _____
PARTY OF THE SECOND PART

**** ANY ADDITIONAL IMPORTANT INFORMATION ON REVERSE SIDE****

POP CORN, COTTON CANDY, CANDY APPLES, ETC. CONFECTION STAND- FREE TO THE PARTY OF THE FIRST PART

10+ RIDES

Similar GAMES

OTHER FOOD: Fungus cake French Fry SANDWICH TRAILER

RIDE/FAMILY SPECIALS: \$2.00 RIDES Wednesday
\$2.00 WRISTBANDS to close Thursday


SPECIAL INSTRUCTIONS:

NO OTHER MECHANICAL AMUSEMENT RIDES SHALL BE PRESENT/OPERATING AT THIS EVENT. NO OTHER PROFESSIONAL/FOR PROFIT GAMES OR FOOD OPERATORS SHALL BE AT THIS EVENT WITHOUT EITHER; PREVIOUS APPROVAL OR CONSULTING WITH A.E.B. AMUSEMENTS OR PRIOR OPERATION AT AN EVENT THAT WE ARE NEWLY PROVIDING FOR.

ALL SHALL TRY THEIR BEST NOT TO BE CONFLICTING WITH FOOD ITEMS AND/OR GAMES IN DESIGN, QUESTIONS OR CONCERNS SHOULD BE ADRESSED IF AND AS SOON AS AN ISSUE MAY ARISE.

ANY OTHER INFORMATION:

AGREEMENT

ARTICLES OF AGREEMENT, Made this 14th day of March, 2023, By and Between the **HANOVER TOWNSHIP, NORTHAMPTON COUNTY**, Pennsylvania, hereinafter referred to as "CLIENT" and **H. A. BERKHEIMER, INC.**, a Pennsylvania corporation, with its principal offices at 50 North Seventh Street, Bangor, Northampton County, Pennsylvania, trading as "Berkheimer Tax Administrator" (, hereinafter referred to as "BERKHEIMER."

WITNESSETH:

WHEREAS, The Pennsylvania Municipal Code of law authorizes certain political subdivisions to levy, assess and collect a Real Estate Tax as herein with more particularity specified, generally and hereinafter referred to as the **Real Estate Tax**; and

WHEREAS, CLIENT by Resolution and/or Ordinance, has levied, assessed and provided for the assessment, billing and/or collection of a Real Estate Tax; and

WHEREAS, BERKHEIMER provides billing services; and

WHEREAS, CLIENT has accounts outstanding for Real Estate Taxes and desires to have same billed; and

WHEREAS, CLIENT and BERKHEIMER have negotiated an Agreement whereby and whereunder CLIENT will hire BERKHEIMER as Deputy Tax Collector to collect the Real Estate Tax levied by CLIENT and bill individuals within CLIENT'S area for Real Estate Taxes; and

NOW, THEREFORE, in consideration of these understandings, covenants and agreements, the parties hereto, each intending to be legally bound hereby, do covenant and agree as follows:

1. CLIENT does hereby designate and employ BERKHEIMER as Deputy Real Estate Tax Collector for CLIENT.

2. BERKHEIMER agrees to:

- a. Provide, at its sole expense, the Real Estate tax bills for the CLIENT, printing information updated by the assessor or other duly charged CLIENT appointee.
- b. Provide all forms, envelopes or other printed matter necessary to collect CLIENT's real estate taxes.
- c. Convert the Real Estate tax file from the existing source that maintains the information to its own files on an annual basis, if required. If BERKHEIMER must obtain the CLIENT's Real Estate tax file from any source that imposes a charge or fee for that file, CLIENT shall be liable for the said file charge or fee.
- e. Maintain the CLIENT Real Estate tax file on a daily basis.
- f. Post all payments, remitting and reporting the taxes collected on a monthly basis.
- g. Provide "Tax Certification" service as required. This service will be provided to the requesting party for a fee of \$20.00 payable to and retained by Berkheimer.
- h. Notify each delinquent taxable of the amount of tax due, if the property has not already been liened, using two mail notifications.
- g. Attempt personal contact if mail notifications are not received by the delinquent.
- h. When deemed necessary, establish partial payment schedules for delinquents and notify delinquent individual of broken partial payment schedules.
- i. File liens on delinquent tax parcels and satisfy liens at the office of the Prothonotary when paid in full.
- j. Report to the CLIENT quarterly on the status of all accounts. List will reflect all accounts originally billed, interim billings, accounts paid and timing of payments (Discount, Face or penalty period).
- k. Provide a monthly billing of charges for all services rendered. The billing will enumerate all charges.

3. **Compensation.** CLIENT agrees to compensate and reimburse BERKHEIMER for all of BERKHEIMER's services and for all materials furnished including, but not limited to, expenditures made by BERKHEIMER for equipment, supplies, personnel and related expenses in an amount equal to **One and Fifty One Hundredths (\$1.50) Dollars** per Real Estate Tax bill printed by BERKHEIMER plus postage; **One and Fifty One Hundredths (\$1.50) Dollars** for interims plus postage; and **Fifty One Hundredths (\$0.50) Cents** for each Reminder Notice printed by BERKHEIMER excluding postage; which compensation and reimbursement shall be known as "BERKHEIMER's commission."

This commission rate shall be effective throughout the term of this Agreement. This commission rate shall be effective throughout the term of this Agreement except in the event of a change in the rate of the tax levy or any event described herein as "Force Majeure." In the event of such change in the rate of the tax levy or a Force Majeure event that shall occur for more than thirty (30) days, the rate of commission shall be immediately open for negotiation and be considered as a change in the terms of the agreement.

CLIENT agrees to pay BERKHEIMER such commission not later than the fifteenth (15th) day following each monthly reconciliation payment by BERKHEIMER to CLIENT. BERKHEIMER shall have the right to increase its fees on an annual basis as necessary; however, said increase of fees will not exceed five percent (5%) per year. Should CLIENT fail to pay BERKHEIMER's invoice for service charges when due, BERKHEIMER shall have the right to add and CLIENT shall be liable for interest at the rate of one and one-half percent (1½%) per month on any principle amount due and outstanding by CLIENT. **CLIENT shall be liable for all postage charges incurred by BERKHEIMER. If BERKHEIMER must obtain the CLIENT's Real Estate tax file from any source that imposes a charge or fee for that file, CLIENT shall be liable for the said file charge or fee.**

4. **Client Contact.** CLIENT agrees to appoint a specific individual or individuals as its authorized representative to make requests upon and receive any and all tax information and records from Berkheimer, relative to the collection of taxes for CLIENT, as desired and deemed necessary by CLIENT, to be used for official purposes only. The CLIENT's contact shall be the duly elected tax collector and treasurer of the CLIENT.

5. **Duties of Client.** CLIENT, through the CLIENT's contact, expressly agrees to do the following

(a) at its sole expense, publish all legal notices required to be published in any newspaper of general circulation and/or in the necessary legal journals by the laws of the Commonwealth of Pennsylvania in the enactment and/or administration of the CLIENT's tax enactment;

(b) provide BERKHEIMER with its most recent tax records and tax rolls;

(c) provide to BERKHEIMER information sufficient to maintain and update said tax records and rolls. The parties agree and acknowledge that BERKHEIMER shall use its best reasonable efforts to update CLIENT's tax rolls during its tenure as Tax Officer/collector, using those resources available to it; however, CLIENT bears the ultimate responsibility for updating said tax rolls;

(d) provide to BERKHEIMER all necessary appointment resolutions, confidentiality resolutions, tax enactment and other documents not previously identified herein for the collection of the Real Estate Tax;

6. **Audit.** Except as set forth in this provision, or as otherwise required by law, BERKHEIMER shall not be required to either submit to or provide for any other type of audit or inspection of tax collection records. Notwithstanding the foregoing, nothing in this provision shall prevent or preclude CLIENT from obtaining copies of its tax records from BERKHEIMER vis-à-vis CLIENT's appointed liaison.

7. Non-liability of Berkheimer & Disclaimer. CLIENT shall hold harmless and indemnify BERKHEIMER from and against any and all loss, damage or claim for actual or attempted Real Estate Tax collection(s) arising from:

(a) incorrect, illegal or improper tax records submitted by CLIENT to BERKHEIMER;

(b) incorrect, illegal or improper tax information submitted by taxpayers and/or employers located within CLIENT's jurisdiction, to BERKHEIMER;

(c) incorrect, illegal or improper tax information submitted by any other source to BERKHEIMER, including without limitation, another tax collector or taxing district, upon which BERKHEIMER can reasonably be expected to rely upon;

(d) the withholding of correct, legal or proper information by CLIENT from BERKHEIMER;

(e) the withholding of correct, legal and proper information by taxpayers and/or employers located within CLIENT's jurisdiction, from BERKHEIMER; and

(f) the withholding of correct, legal and proper information by any other source from BERKHEIMER, including without limitation, another tax collector or taxing district, upon which BERKHEIMER can reasonably be expected to rely upon.

CLIENT's liability under this paragraph shall be limited by Berkheimer's negligence, gross negligence and willful misconduct in performing its duties under this Agreement.

BERKHEIMER does not expressly or impliedly guarantee to CLIENT that it will collect a sum certain for CLIENT in any given tax year. BERKHEIMER shall not be responsible to defend or uphold the validity, legality, or constitutionality of CLIENT's Real Estate Tax Ordinance/Resolution except to the extent that the legality of same is challenged in response to a collection suit filed by BERKHEIMER for and on behalf of CLIENT. To the extent BERKHEIMER advises CLIENT of any errors which it may discover committed in the collection of CLIENT's Real

Estate Tax prior to BERKHEIMER's tenure as Real Estate Tax officer/collector, including but not limited to errors in tax distributions and/or inaccurate tax records, which may have been caused or created by the CLIENT or its duly elected or appointed officials, agents or tax collectors, past or present, and to correct said errors to the best of its ability and to the extent that BERKHEIMER is required to correct said prior collection errors, CLIENT hereby indemnifies BERKHEIMER from and against any and all loss, damage or claim relative to uncollected tax revenue caused by said prior collection errors and/or BERKHEIMER's inability to correct same. BERKHEIMER shall not be ultimately responsible for the maintenance or update of and does not guarantee the accuracy of CLIENT's tax rolls.

BERKHEIMER DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. SPECIFICALLY, THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR THE SERVICES TO BE PROVIDED HEREUNDER.

BERKHEIMER shall not be responsible for delay, non-delivery or default in the performance of services under this Agreement in whole or in part if occasioned by strikes, war, riot, or revolutions, or for any delay in transportation due to demands or embargoes of the United States Government, or any other government, or non-delivery or delay because of fire, flood, drought, accident, insurrection, lockout, breakdown of machinery, commandeering of vessel carrying goods, or from loss or damage in transit, or detention or delay of vessel, resulting directly or indirectly from an act of God, perils of the sea, stoppage of labor, shortage of cars, or by refusal of any necessary license or government restrictions considered as "Force Majeure," or by any other unavoidable cause at any stage of collections or disbursement of monies collected otherwise beyond BERKHEIMER's control.

BERKHEIMER shall not be liable for any requested and proven taxpayer refunds or interest thereon. Neither shall BERKHEIMER be liable to CLIENT for indirect, special, incidental, exemplary, consequential, or any other form of monetary damages, including without limitation, lost

revenue, or for the loss of data or information of any kind, however caused, and arising out of or in connection with the performance of BERKHEIMER, or the provision of services or performance hereunder, whether based in contract, tort or any other legal theory, and whether or not BERKHEIMER has been aware of the possibility of such damages. Any damages not excluded by this provision or the Agreement in general shall be limited to proven direct damages that CLIENT shall have the duty to mitigate.

8. **Renewal.** The covenants and provisions of this Agreement shall be binding for the period beginning **January 1, 2023**, and ending **December 31, 2028**. Either party may terminate this Agreement at the expiration of the term created herein by giving to the other written notice of its intention to do so at least ninety (90) days prior to the actual ending date of the current term of appointment; however, in default of such notice, this Agreement, with all the conditions and covenants thereof, shall continue in full force and effect for the additional period of **one (1) year** and so on for **one year periods** thereafter until terminated by either party giving to the other ninety (90) days written notice of intention to terminate said Agreement prior to the expiration of the then current term. In the event of termination of this Agreement, either at the expiration of initial collection term or subsequent renewal terms, BERKHEIMER shall complete, and have the opportunity and right to complete its tax collections for the then current term and shall be compensated accordingly under the terms of this Agreement.

9. **Records.** BERKHEIMER shall deliver to CLIENT alphabetical lists of all taxpayers located in the CLIENT's jurisdiction and reports of payments posted by BERKHEIMER during the preceding tax year within a reasonable period of time after the termination of this Agreement. In the event of termination of this Agreement, either at the expiration of initial collection term or subsequent renewal terms, Any taxpayer account(s) under or subject to civil or criminal litigation commenced by BERKHEIMER, wage garnishment, and/or payment plan, shall remain with BERKHEIMER until such collection action is completed and BERKHEIMER shall be compensated

for such collections pursuant to the terms of this Agreement.. BERKHEIMER shall have the right to deliver said information to CLIENT in a form it so chooses and mutually agreeable to both parties. In the event that the parties cannot agree upon an acceptable format to deliver said records, BERKHEIMER shall deliver said records in a universal computer, Delimited, flat data file. Moreover, in the event said records or information are contained within and made a part of similar records relating to the collection of taxes of other political subdivisions whose taxes are also collected by BERKHEIMER, then in that event, the CLIENT shall not be entitled to receive non-CLIENT records. However, CLIENT shall have the right to make copies of said records or to examine same in the office of BERKHEIMER for the purpose of obtaining such information as it relates solely and exclusively to the collection of the tax from taxpayers of CLIENT. BERKHEIMER shall not be required to deliver to CLIENT any source documents such as taxpayer returns or filings. In no event shall BERKHEIMER be required to deliver said information/records to any person or entity other than to CLIENT, including but not limited to any successor tax collectors. Computer hardware and software utilized by BERKHEIMER in the tax collection process is, and shall remain, the exclusive property of BERKHEIMER.

10. **Tax Enactment/Regulations.** Incorporated by reference into this Agreement is the CLIENT's Real Estate Tax Resolution/Ordinance and other pertinent materials relating to the Real Estate Tax as adopted from time to time by CLIENT. Concurrently with the execution hereof, CLIENT has delivered to BERKHEIMER a copy of the Real Estate Tax Resolution and/or Ordinance of CLIENT, of the Resolution and/or Ordinance approving these Articles of Agreement and appointing BERKHEIMER as Tax Officer/Collector, and other pertinent materials relating to the Real Estate Tax of CLIENT. In the event that the CLIENT's tax enactment is declared invalid or repealed for any reason whatsoever following the execution of this Agreement, CLIENT shall remain liable to BERKHEIMER for any and all reasonable costs and expenses incurred and collection fees for services rendered by BERKHEIMER in the collection of the Real Estate Tax until such time

that the alleged invalidity has been finally adjudicated or such repeal finalized. If any provision of the CLIENT's tax enactment is challenged in a court of competent jurisdiction, BERKHEIMER shall be permitted to continue with its collection efforts until final adjudication, unless otherwise enjoined by the court. CLIENT approves and adopts all rules and regulations promulgated by BERKHEIMER for purposes of administration of the Real Estate Tax. CLIENT agrees to deliver to BERKHEIMER, within thirty (30) days after enactment, all amendments to the Real Estate Tax Resolution and/or Ordinance and to the rules and regulations pertaining thereto.

11. **Miscellaneous Charges.** In addition to the aforestated commission, the costs of collecting delinquent taxes incurred by BERKHEIMER may be assessed to the taxpayer and retained by BERKHEIMER as allowed by law. CLIENT shall be solely responsible for and fully reimburse BERKHEIMER for all costs of any legal proceedings undertaken to administer, enforce or otherwise collect Real Estate Tax. At CLIENT's election, CLIENT shall make available at CLIENT's expense, the CLIENT's solicitor for purposes of conducting any legal proceedings on the CLIENT's behalf and related legal representation. Additionally, the parties acknowledge and agree that BERKHEIMER is authorized to retain excess bank earning credits to offset any bank item processing fees incurred by BERKHEIMER.

12. **Interest.** Notwithstanding any other provisions of this Agreement, the parties agree and acknowledge that any monies that remain unidentified or are to be forwarded to other taxing districts may be held by BERKHEIMER in an interest bearing account until CLIENT or BERKHEIMER determines where said monies should be paid. Any interest accrued on such funds shall be retained by BERKHEIMER as its compensation for the handling, processing and distribution of such funds with no additional charge being made to CLIENT for this service.

13. **Non-Competition.** During the Term of Appointment and/or any renewal thereof, and for the two (2) year extension period thereafter, CLIENT agrees not to solicit or hire for employment any current or past employee of BERKHEIMER for services as an independent

contractor, employee or otherwise in such a capacity that competes with the services and/or business of BERKHEIMER.

14. **Dispute Resolution.** Any dispute, controversy or claim arising out of or under this Agreement or its performance shall first be negotiated by the parties, and if an acceptable resolution does not result, shall be submitted to the Courts of Common Pleas of Northampton County, Pennsylvania for resolution.

15. **Breach of Contract.** If a party breaches any material term of this Agreement and fails to remedy the breach within sixty (60) days of receipt of written notice from the non-breaching party, the non-breaching party may terminate this Agreement for cause. Any other claims for damages resulting from the alleged breach must be handled through the dispute resolution process set forth in paragraph 14 above.

16. **Effect of Termination.** In the event that this Agreement is terminated at the end of any Term of Appointment or renewal thereof, and upon BERKHEIMER's completion of its collections, no term, right, or duty imposed by this Agreement upon a party, with the exception of those rights contained in paragraphs 9, 13 and 14 pertaining to tax collection records, CLIENT's non-competition with BERKHEIMER and the dispute resolution process, shall be deemed or construed to survive the termination of the Agreement as a whole

17. **Notices.** Any notice given hereunder by either party to the other shall in writing and shall be deemed given when delivered personally or five (5) days after being sent by certified mail, return receipt requested, as follows

If to the CLIENT:
Jay Finnigan, Township Manager
Hanover Township
3630 Jacksonville Rd
Bethlehem, PA 18017-9302

If to BERKHEIMER:
50 North Seventh Street
Bangor, PA 18013
Attention: Client Services Department

18. **Miscellaneous.** In the event that any phrase, clause, sentence or paragraph of this Agreement is declared invalid by any court of competent jurisdiction, this Agreement shall survive such declaration of invalidity as regards all portions of the Agreement not specifically declared invalid. The headings contained in this Agreement are for the convenience of the parties only. This Agreement shall be deemed to have been made under and shall be governed by the laws of the Commonwealth of Pennsylvania. This Agreement represents the entire Agreement between the parties and any modification of same must be in writing to be valid. This Agreement shall binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year as
above written.

H.A. BERKHEIMER, INC.

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY

BY: Patricia A. McNamara
Patricia A. McNamara, President

BY: _____
John N. Diacogiannis, Chairman –
Board of Supervisors

ATTEST:

BY: Henry U. Sandt, Jr.
Henry U. Sandt, Jr., Secretary/Treasurer

BY: _____
Christina M. Thomas, Township
Secretary

berkheimer
can administer

**HANOVER TOWNSHIP, NORTHAMPTON COUNTY
RESOLUTION 2023 - 14**

**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

2005 USA Water Pool Slide with pump
Life Guard Stands
Diving Board
Miscellaneous pool items

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 14TH day of March 2023.

ATTEST:

HANOVER TOWNSHIP
BOARD OF SUPERVISORS

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

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



March 7, 2023

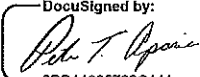
Hanover Township Northampton County
3630 Jacksonville Rd.
Bethlehem, PA 18017
Attn: Christina Thomas

RE: Hanover Senior Living Development Plan Extension

Dear Christina,

Our company, Columbia Pacific Advisors, LLC on behalf of our development entity Columbia Wegman Hanover, LLC, (Developer) of Hanover Senior Living located at 4700 Bath Pike is requesting an extension be granted for the improvements deadline at the City's request. We request the deadline be extended to June 28, 2023 to ensure plantings are established and to complete the paperwork associated with these improvements.

Respectfully,

DocuSigned by:


6DB44635782C441...
Peter T. Aparico

Managing Director
Columbia Wegman Hanover, LLC