

**HANOVER TOWNSHIP  
NORTHAMPTON COUNTY**

**Resolution 2023 – 16**

**WHEREAS**, the Board of Supervisors establishes compensation for the Assistant Recreation Director.

**THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED** on this day that compensation for the Assistant Recreation Director is established at \$55,000 (\$2,115.39 bi-weekly) per year, payable from the Recreation Fund of the Township. Position is salaried for forty hours per week and is Exempt.

Any resolution or part of this resolution conflicting with any other resolution shall be and the same is hereby repealed insofar as the same affects this resolution.

RESOLVED AND ENACTED this 11<sup>th</sup> day of April 2023.

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

**ATTEST:**

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**Christina A. Thomas, Secretary  
Board of Supervisors**

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**John N. Diacogiannis, Chairman  
Board of Supervisors**

**HOLD HARMLESS  
INDEMNIFICATION AGREEMENT**

THIS AGREEMENT, made this 11<sup>th</sup> day of April 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 **JOANNE HARING AND RANDY HARING**, adult individuals residing at 4743 Kathi Dr, Bethlehem Hanover Township, Northampton County, Pennsylvania, 18017 ("Owner").

**RECITALS**

A. Owners propose to install a shed (the "Structure") on the property located at 4743 Kathi Dr, Bethlehem, Pennsylvania also know as tax parcel number M6NW1-01-0011 (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 (20) foot Drainage and Utility Easement in the 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 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.

7. 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.

8. 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.

9. 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 DIACOGIANNIS, Chairman  
Board of Supervisors

WITNESS:

*Louis Sciacchitano*

By: *Joanne Haring*  
Joanne Haring

*Louis Sciacchitano*

By: *Randy Haring*  
Randy Haring

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF NORTHAMPTON )

**ON THIS**, the \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me, the subscriber, a Notary Public in and for the said County and State, the undersigned officer, personally appeared **JOHN N DIACOGIANNIS**, who acknowledged himself to be the Chairman of the Board of Supervisors of Hanover Township and that he as such Chairman, being 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.

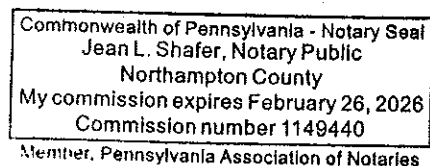
\_\_\_\_\_  
NOTARY PUBLIC

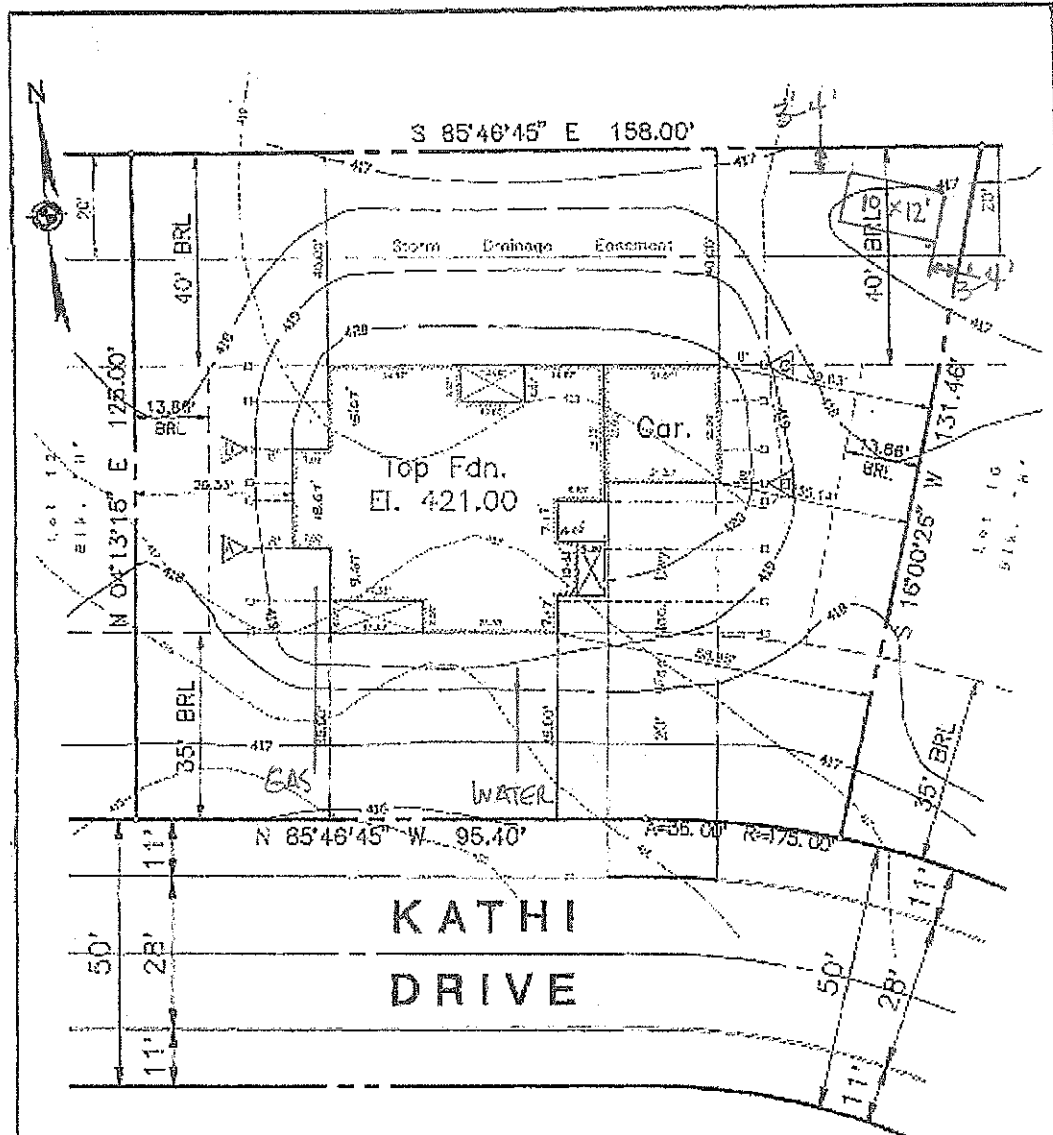
COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF NORTHAMPTON )

**ON THIS**, the 28<sup>th</sup> day of March, 2023, before me a notary public, the undersigned officer, personally appeared **JOANNE HARING AND RANDY HARING**, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Jean L. Shafer  
NOTARY PUBLIC





STK.	TOP OF FOUNDATION
A	
B	
C	
D	

LECHNER HOMES, INC.

PLOT PLAN FOR

**LOT 11 - BLOCK "H"**  
**POINTE NORTH IV - SEC. 1**

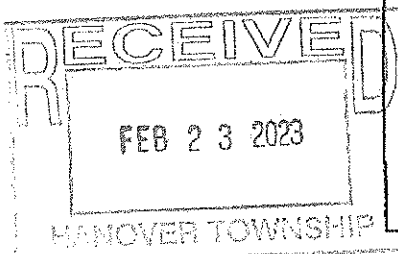
SCALE : 1" = 20'

DATE : JULY 28, 1992

KEYSTONE CONSULTING ENGINEER'S INC.  
 433 EAST BROAD STREET  
 BETHLEHEM, PENNSYLVANIA 18018  
 215-866-4555

7/22/92

CR-92-048C



#1



# AIA Document G701™ – 2017

## Change Order

<b>PROJECT:</b> <i>(name and address)</i> Hanover Township Municipal Pool 3650 Jacksonville Road Bethlehem, PA 18017	<b>CONTRACT INFORMATION:</b> Contract For: Hanover Twp. Mun. Pool Date: December 22, 2023	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001 Date: 3-24-23
<b>OWNER:</b> <i>(name and address)</i> Hanover Township 3650 Jacksonville Road Bethlehem, PA 18017	<b>ARCHITECT:</b> <i>(name and address)</i> BKP Architects 1525 Locust Street, 5th Flr. Philadelphia, PA 19102	<b>CONTRACTOR:</b> <i>(name and address)</i> Heim Construction Co. 44 Pheasant Run Road Orwigsburg, PA 17961

### THE CONTRACT IS CHANGED AS FOLLOWS:


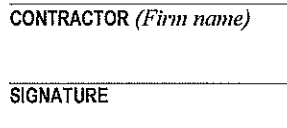
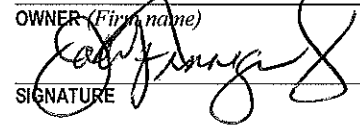
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Switch from bored deadbolt lock to mortise deadbolt lock, 16 locations. Includes credit for bored deadlock and bored deadlock hollow metal door prep and add for mortise deadlock and mortise deadlock hollow metal door prep. See attached COR2, Rev. 1 dated 3-20-23.

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 6,745,325.00
The net change by previously authorized Change Orders	\$ -0-
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 6,745,325.00
The (Contract Sum) (Guaranteed Maximum Price) will be <u>increased</u> <del>(decreased)</del> <del>(unchanged)</del> by this Change Order in the amount of	\$ 1,139.24
The new <u>(Contract Sum)</u> <del>(Guaranteed Maximum Price)</del> , including this Change Order, will be	\$ 6,746,464.24
The Contract Time will be <del>(increased)</del> <del>(decreased)</del> <u>(unchanged)</u> by	( ) days.
The <del>new</del> date of Substantial Completion will be	November 23, 2023

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

BKP Architects	Heim Construction Co.	Hanover Township
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Joseph Powell, AIA LEED AP, Principal	Michael Wright, VP Operations	John J. Finnigan, Township Manager
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
3-24-23	3-24-23	3-24-23 3/29/23
DATE	DATE	DATE



HEIM CONSTRUCTION COMPANY, INC.  
1020 Chestnut Road — Orwigsburg, PA. 17961  
PHONE: 570-968-4445 • FAX: 570-968-4441  
LICENSE: PA 021002

**Change Order Request #02 Rev 01**  
**General Construction**

DATE: 03/20/23

Hanover Township, Northampton County  
3630 Jacksonville Road  
Bethlehem, PA 18017-9302

RE: Hanover Township Pool Project

TITLE: Hardware Changes

TIME EXTENSION: TBD

CHANGE DESCRIPTION: Heim Construction is pleased to present pricing to provide additional work as described in attached Builders Door and Hardware Inc proposal dated 3/13/23.

**Total PROPOSED CHANGE ORDER: ADD \$1,139.24**

We propose to furnish labor & material — complete in accordance with the above specifications for the sum of:

Dollars \$ 1,139.24

Payment to be made as follows **NET 30 days**

This proposal is valid for 20 calendar days from submission. Heim reserve the right to request additional time from the date of approval of this Change Request once we have had the opportunity to assess the impact of the change on the progress of scheduled work. We further reserve the right to withdraw, cancel, modify or void this proposal for any reason at any time.

Accepted: The above prices, specifications and conditions are satisfactory and we hereby authorize you to proceed with the work as specified. Payment will be made as outline above.

Respectfully Submitted  
HEIM CONSTRUCTION COMPANY INC

Acceptance Date: \_\_\_\_\_

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

By: \_\_\_\_\_ Note: This proposal may be withdrawn by us if not accepted in 20 days.



1414 E Columbia St  
Allentown, PA 18109  
Tel: (610) 821-4047 Fax: (610) 821-7805

## Change Order

Quote # : 405661  
Quote Date : Mar 13, 2023  
Expiration Date : Apr 27, 2023

Customer:  
Helm Construction Co  
1020 Chestnut Rd.  
Orwigsburg, PA 17061

Ship To:  
Hanover Twp - Municipal Pool  
Bethlehem, PA 18017

Account Code : 2205  
Terms : Net30  
Customer Job # :  
Salesperson : Eric Pastelyak  
Order Name : Hanover Pool - Change

Purchase Order # :  
Shipped Via :

Qty	Product Description	
-16	Credit - Deadlock DL3011 626	-148.00
16	Mortise Deadlock DL4111 626	160.00
16	MD Mortise Deadlock Prep	68.00
-16	Credit - MD Deadlock 160 Prep.	-51.00
-16	Credit - Deadlock 2 -3/4" Strike Prep	-29.00
16	Mortise Deadlock 3-1/2" Strike Prep	61.00

Pre-Tax Total	:	976.00
<del>PA State Sales Tax</del>	:	<del>68.88</del>
Quote Total	:	<del>1,034.88</del>
		976.00

[illegible]

[illegible]

Company	(Total Cost from 2nd Tier Sub Detailed Cost Breakdown)				Total Cost
Builders Door					\$ 976.00
					\$ -
					\$ -
				Subtotal	\$ 976.00
				10% Overhead, Gen. Supt. & 5% Profit	\$ 146.40
				Total Subcontracts	\$ 1,122.40
Summary					
				Sub Total Materials	\$ -
				Sub Total Labor	\$ -
				Sub Total Equipment	\$ -
				Total Subcontracts	\$ 1,122.40
				Less Deducts (explain seperately)	
				Subtotal	\$ 1,122.40
		1.5000%		% Bond Cost Adjustment on Subtotal	\$ 16.8360
				Total Proposal	\$ 1,139.24

# AIA® Document G714™ – 2017

## Construction Change Directive

<b>PROJECT:</b> <i>(name and address)</i> Hanover Township Municipal Pool 3650 Jacksonville Road Bethlehem, PA 18017	<b>CONTRACT INFORMATION:</b> Contract For: Hanover Twp. Mun. Pool Date: December 22, 2022	<b>CCD INFORMATION:</b> Directive Number: 001 Date: March 28, 2023
<b>OWNER:</b> <i>(name and address)</i> Hanover Township 3650 Jacksonville Road Bethlehem, PA 18017	<b>ARCHITECT:</b> <i>(name and address)</i> BKP Architects 1525 Locust Street, 5th Flr. Philadelphia, PA 19102	<b>CONTRACTOR:</b> <i>(name and address)</i> Heim Construction Co. 44 Pheasant Run Road Orwigsburg, PA 17961

The Contractor is hereby directed to make the following change(s) in this Contract:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)*

Provide temporary power for the existing bath house and the existing pole barn to replace permanent power shut down when existing pump house panel is taken off line when pump house is demolished. Temporary power to be fed from the panel in the Township Public Works garage to the pole barn. Bathhouse to be fed from the pole barn.

### PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:

- ☐ Lump Sum (increase) (decrease) of \$ \_\_\_\_\_
- ☐ Unit Price of \$ \_\_\_\_\_ per \_\_\_\_\_
- ☐ Cost, as defined below, plus the following fee:  
*(Insert a definition of, or method for determining, cost)*


- ☐ As follows: Time and Materials, per the conditions of Section 012600-1.5 of the Project Manual and Paragraph 7.3.4.1-.5 of AIA A201-2017 General Conditions of the Contract for Construction. A representative of BKP will be on-site to monitor this work, provide one day's notice prior to mobilization on-site.

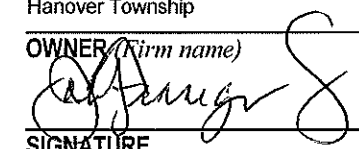
2. The Contract Time is proposed to (be adjusted) (remain unchanged). The proposed adjustment, if any, is (an increase of \_\_\_\_\_ days) (a decrease of \_\_\_\_\_ days).


**NOTE:** The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

BKP Architects  
**ARCHITECT** *(Firm name)*  
  
**SIGNATURE**  
Joseph Powell, AIA LEED AP, Principal  
**PRINTED NAME AND TITLE**  
3-28-23  
**DATE**

Hanover Township  
**OWNER** *(Firm name)*  
  
**SIGNATURE**  
John J. Finnigan, Township Manager  
**PRINTED NAME AND TITLE**  
~~3-28-23~~ 3/31/2023  
**DATE**

Heim Construction  
**CONTRACTOR** *(Firm name)*  
  
**SIGNATURE**  
Michael Wright, VP Operations  
**PRINTED NAME AND TITLE**  
3-28-23  
**DATE**

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



Engineering  
& Design

April 6, 2023

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

SWB&R Associates  
3865 Adler Place, Hanover Township  
Colliers Engineering & Design Project No. 13000475A

Dear Mr. Finnigan,

The recording deadline for the SWB&R Building Addition Land Development expires on April 20, 2023. Our client has been attempting to secure a tenant for their building, but to date has been unsuccessful. The plans will be recorded as soon as a tenant is found. This letter serves as a request for a twelve-month extension granting the Township deadline for recording to April 20, 2024.

If you have any questions, please do not hesitate to contact me at 908-581-8658 or [richard.roseberry@collierseng.com](mailto:richard.roseberry@collierseng.com).

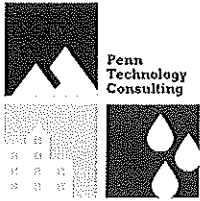
Sincerely,

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

A handwritten signature in black ink, appearing to read "C. Roseberry", with a long horizontal flourish extending to the right.

C. Richard Roseberry P.E., AICP,  
Senior Principal/Regional Manager

R:\Projects\2013\13000475A\230406\_CRR\_Hanover Township\_Recording Extension.docx



# PENN TECHNOLOGY CONSULTING, LLC

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March 31, 2023  
Christina M. Thomas  
Township Secretary / Assistant Treasurer  
Hanover Township Northampton County  
3630 Jacksonville Road  
Bethlehem, Pennsylvania 18017-9302

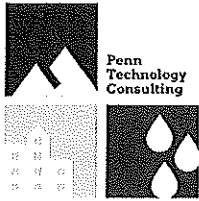
**RE: Farmhouse Village Hanover, Subdivision Plan**  
Airport Road and Hanoverville Road  
East Allen & Hanover Townships, Northampton County, Pennsylvania  
**PTC Project No. 180723**

Dear Christina,

Please accept this correspondence as a time extension to act upon the above captioned subdivision plan. This extension shall be valid to and including July 31, 2023. Should you have questions, please do not hesitate to contact the undersigned. Thank you.

Sincerely,

Sue Kandil, P.E.  
President  
610-730-9809



# PENN TECHNOLOGY CONSULTING, LLC

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March 31, 2023  
Christina M. Thomas  
Township Secretary / Assistant Treasurer  
Hanover Township Northampton County  
3630 Jacksonville Road  
Bethlehem, Pennsylvania 18017-9302

**RE: 6292 Hanoverville Rd, Minor Subdivision Plan**  
Airport Road and Hanoverville Road  
East Allen & Hanover Townships, Northampton County, Pennsylvania  
**PTC Project No. 180723**

Dear Christina,

Please accept this correspondence as a time extension to act upon the above captioned land subdivision plan. This extension shall be valid to and including July 31, 2023. Should you have questions, please do not hesitate to contact the me. Thank you.

Sincerely,

Sue Kandil, P.E.  
President  
610-730-9809



# HanoverEngineering

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

April 4, 2023

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

RE: Lehigh Valley Flex Center  
3910 Stuffed Puffs Place and 3863 & 3893  
Courtney Street  
Preliminary/Record Lot Consolidation and  
Land Development Plan  
Improvements Inspection  
Hanover Project H17-19

Dear Jay:

We have completed a final site improvements inspection of the above-referenced project in response to an email from Mr. Joe Petrucci of J.G. Petrucci Company, Inc., dated February 24, 2023. The following final site improvements inspection punchlist items shall be satisfactorily addressed:

1. The curb along Highland Avenue, west of the Stuffed Puffs Place intersection, is cracked in several locations, and the cracks shall be repaired.
2. A detectable warning surface mat shall be added to the southern handicapped ramp at the middle driveway along Courtney Street.
3. Stop signs shall be installed at the three (3) driveways along Courtney Street.
4. A stop bar shall be painted at the northern driveway along Courtney Street.
5. The parking lot and curb at the northwest corner of the parking lot between Buildings 1 and 3 is damaged and shall be repaired.
6. Depressed curbs shall be installed at the bollards and chains along the internal driveways, as specified on the approved Plans.
7. Trash enclosures shall be installed at Buildings 2 and 3.
8. A street light shall be installed in the Stuffed Puffs Place cul-de-sac bulb.
9. A pole mounted light shall be installed along the west side of the driveway from Stuffed Puffs Place.

10. The Developer shall investigate and address the water seepage from the driveway off of the Stuffed Puffs Place cul-de-sac bulb. We have previously noted the water seepage flowing onto the Stuffed Puffs Place cartway.
11. There are numerous sinkholes/depressions in the bio-infiltration basins, vegetated swale #1, and throughout the site which shall be repaired.
12. A berm has been constructed along the northeastern property line, which is not shown on the approved Land Development Plans. The berm is excessively steep and unstabilized.
13. The following comments regarding the storm sewer system improvements shall be satisfactorily addressed:
  - a. "No Dumping" disks shall be installed on all Type C and M inlet tops.
  - b. The concrete shall be removed from the steps in all storm sewer structures.
  - c. The comments noted on the enclosed Storm Sewer inspection sheets shall be addressed.
14. The following comments regarding the sanitary sewer system improvements shall be satisfactorily addressed:
  - a. The sanitary sewer lateral to Buildings 1 and 3 is blocked and not flowing.
  - b. The sanitary sewer lateral to Building 2 has large flow volumes at all times.
  - c. The comments noted on the enclosed Sanitary Sewer inspection sheets shall be addressed.
15. Documentation from the City of Bethlehem Water Department regarding the acceptability of the water services shall be provided to the Township.
16. The Township Fire Marshall shall inspect and comment on the acceptability of the fire department connections (FDC) and access.
17. Due to the time of year, we could not confirm the condition of all the deciduous trees. Any dead trees throughout the site shall be replaced.
18. A letter from a licensed surveyor certifying the property monuments and pins have been set according to the approved Plan shall be provided to the Township.
19. As-built Plans shall be provided to the Township for review and approval.
20. The Applicant shall provide acceptable verification infiltration testing results.
21. A copy of the NPDES Permit Notice of Termination acknowledgement shall be provided upon receipt.
22. The Developer is required to complete a traffic after-study and prepare and implement signal timing plans prior to the expiration of the 18-month maintenance period.

Mr. John J. Finnigan Jr.  
Township Manager

3

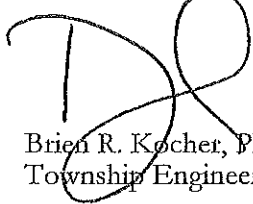
April 4, 2023

Until the above-noted items have been satisfactorily addressed, we do not recommend the Township accept the improvements or begin the Maintenance Period. Upon completion of the above-noted items, the maintenance period for the improvements within the Township right-of-way may begin.

If you have any questions or need additional information, do not hesitate to call this office.

Respectfully,

HANOVER ENGINEERING



Brian R. Kocher, PE  
Township Engineer

brk:kjc

S:\Projects\Municipal\Hanover\wp\H17-19-GuardianPropertyIte-Development\Docs\03-31-23-LehighValleyFlexCenter-ImprovementsInspectionLtr.doc

Enclosures

cc: Hanover Township Board of Supervisors  
Ms. Yvonne D. Kutz, Zoning Administrator  
James L. Broughal, Esquire, Broughal & DeVito, LLP  
Mr. Joe Petrucci, J.G. Petrucci Company, Inc.  
**CERTIFIED MAIL 7021 0350 0001 9772 4080**

## WEATHER: \_\_\_\_\_

[illegible]

CC: OFFICE FILE \_\_\_\_\_ OBSERVER: \_\_\_\_\_

**HANOVER ENGINEERING ASSOCIATES, INC.**

## STORM SEWER

PROJECT NAME: GUARDIAN PROPERTY

JOB NO.: H17-19

DATE:

TEMP: \_\_\_\_\_

WEATHER: \_\_\_\_\_

	O.K.	MORTAR RISER SECTION	MORTAR PIPES	CLEAN SILT & DEBRIS	REPOUR FLOW CHANNEL	NEEDS STEPS	NEEDS RISER/ REMOVE GRADE RINGS	MORTAR 1ST PIPE JOINT	REPLACE/ REPAIR "C" TOP	RESTORE RIP- RAP APRON	ALIGN M.H. FRAME	COULD NOT INSPECT	REMOVE SILT SACK
MH B1							X						
MH B1 TO MH B2	X												
MH B2			X			X	X				X		
MH B2 TO INLET B3	X												
INLET B3						X							
INLET B3 TO B4	X												
INLET B4						X							
INLET B4 TO INLET B5	X												
INLET B5						X							
INLET B5 TO INLET B6	X												
INLET B6			X										
INLET B6 TO INLET B7	X												
INLET B7						X							
INLET B7 TO INLET B8	X												
INLET B8												X	X
INLET B3 TO MH 3.1	X												
MH 3.1????	X												
INLET B4 TO MH B4.1	X												
MH B4.1????	X												
INLET B5 TO MH 5.1	X												
MH 5.1													
INLET B6 TO MH 6.1	X												
MH 6.1	X												

CC: OFFICE FILE \_\_\_\_\_ OBSERVER: \_\_\_\_\_

HANOVER ENGINEERING ASSOCIATES, INC.

## STORM SEWER

PROJECT NAME: GUARDIAN PROPERTY

JOB NO.: H17-19

DATE:

TEMP: \_\_\_\_\_

WEATHER: \_\_\_\_\_

	O.K.	MORTAR RISER SECTION	MORTAR PIPES	CLEAN SILT & DEBRIS	REPOUR FLOW CHANNEL	NEEDS STEPS	TRIM PIPE INSIDE STRUCTURE	CONNECT 1ST PIPE JOINT	REPLACE/ REPAIR "C" TOP	RESTORE RIP- RAP APRON	ALIGN M.H. FRAME	COULD NOT INSPECT	REMOVE SILT SACK
EX B1							X						
EX B1 TO MH B12	X												
MH B12					X								
MH B12 TO MH 11								X					
MH B11				X	X								
MH B11 TO INLET B11.1				X									
MH B11 TO MH B10				X									
MH B10				X	X			X					
MH B10 TO INLET B 10.1				X									
INLET B 10.1						X							
MH B10 TO MH B9	X												
MH B9						X							
MH B9 TO INLET B9.1	X												
INLET B9.1				X	X								
MH B9 TO INLET B7	X												
INLET B11.2												X	
MH 4.2C		X											
MH B4.2C TO MH 4.2B	X												
MH B4.2B		X											
MH B4.2B TO MH B4.2A	X												
MH B4.2A		X											
MH B4.2A TO MH B4.2	X												
MH B4.2A												X	

CC: OFFICE FILE \_\_\_\_\_ OBSERVER: \_\_\_\_\_

HANOVER ENGINEERING ASSOCIATES, INC.

**STORM SEWER**

PROJECT NAME: GUARDIAN PROPERTY

JOB NO.: H17-19

DATE:

TEMP: \_\_\_\_\_

WEATHER: \_\_\_\_\_

	O.K.	MORTAR RISER SECTION	MORTAR PIPES	CLEAN SILT & DEBRIS	REPOUR FLOW CHANNEL	NEEDS STEPS	NEEDS RISER/ REMOVE GRADE RINGS	MORTAR 1ST PIPE JOINT	REPLACE/ REPAIR "M" TOP	1ST PIPE JOINT NOT HOME	ALIGN M.H. FRAME	COULD NOT INSPECT	REMOVE SILT SACK
MH G3.2A												X	
MH G3.2A TO MH G3.2										X			
MH G3.2					X								
MH G3.2 TO INLET 3.1	X												
INLET 3.1			X										
INLET 3.1 TO MH G3	X												
MH G3			X										
MH G3 TO INLET G2	X												
INLET G2												X	X
INLET G2 TO MH G1	X												
MH G1		X											
MH G1 TO EW G0	X												
EW G0	X												
MH G6	X												
MH G6 TO MH G5	X												
MH G5	X												
MH G5 TO MH G4	X												
MH G4	X												
MH G4 TO MH G3	X												
INLET 5.1									X				
INLET 5.1 TO MG G5	X												

CC: OFFICE FILE \_\_\_\_\_ OBSERVER: \_\_\_\_\_

**HANOVER ENGINEERING ASSOCIATES, INC.**

## STORM SEWER

PROJECT NAME: GUARDIAN PROPERTY

JOB NO.: H17-19

DATE:

TEMP: \_\_\_\_\_

WEATHER: \_\_\_\_\_

	O.K.	MORTAR RISER SECTION	MORTAR PIPES	CLEAN SILT & DEBRIS	REPOUR FLOW CHANNEL	NEEDS STEPS	NEEDS RISER/ REMOVE GRADE RINGS	MORTAR 1ST PIPE JOINT	REPLACE/ REPAIR TOP	1ST PIPE JOINT NOT HOME	ALIGN M.H. FRAME	COULD NOT INSPECT	REMOVE SILT SACK
INLET E9	X												
INLET E9 TO INLET E8	X												
INLET E8	X												
INLET E8 TO INLET E7	X												
INLET E7									X				
INLET E7 TO INLET E6	X												
INLET E6									X				
INLET E6 TO MH E5	X												
MH E5			X										
MH E5 TO MH E4	X												
MH E4	X												
MH E4 TO MH E3	X												
MH E3	X												
MH E3 TO INLET E1	X												
INLET E1		X											
INLET E1 TO E0	X												
EW E0	X												
INLET E2									X				
INLET E2 TO INLET E1	X												

CC: OFFICE FILE \_\_\_\_\_ OBSERVER: \_\_\_\_\_

HANOVER ENGINEERING ASSOCIATES, INC.

## STORM SEWER

PROJECT NAME: GUARDIAN PROPERTY

JOB NO.: H17-19

DATE:

TEMP: \_\_\_\_\_

WEATHER: \_\_\_\_\_

	O.K.	MORTAR RISER SECTION	MORTAR PIPES	CLEAN SILT & DEBRIS	REPOUR FLOW CHANNEL	NEEDS STEPS	EXPOSED PIPE FROM EROSION	MORTAR 1ST PIPE JOINT	REPLACE/ REPAIR TOP	1ST PIPE JOINT NOT HOME	ALIGN M.H. FRAME	COULD NOT INSPECT	REMOVE SILT SACK
MH B3.2B	X												
MH B3.2B TO MH B3.2A	X												
MH B3.2A	X												
MH B3.2A TO MH B3.2	X												
MH B3.2		X											
MH B3.2 TO INLET B3	X												
INLET F2		X		X	X								
INLET F2 TO INLET F1	X												
INLET F1	X												
INLET F1 TO EW F0	X												
EW F0							X						
INELT C1				X									
OS D3	X												
OS D3 TO EW D2	X												
EW D2	X												
OS D1	X												
OS D1 TO EW D0	X												
INLET H1	X												
INLET H1 TO INLET H0	X												
INLET H0	X												

CC: OFFICE FILE \_\_\_\_\_ OBSERVER: \_\_\_\_\_

HANOVER ENGINEERING ASSOCIATES, INC.

## WEATHER: \_\_\_\_\_

CC: OFFICE FILE \_\_\_\_\_ OBSERVER: \_\_\_\_\_

S:\Projects\Municipal\HanoverTwp\H17-19-GuardianPropertyRe-Development\Final Inspections\Final Sanitary\SanitarySewer P1.xls

# Hanover Engineering

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

April 6, 2023

Mr. John J. Finnigan Jr., Township Manager    RE: Kevin Drive Extension  
Hanover Township, Northampton County    Payment Request #4 (Retainage)  
3630 Jacksonville Road    Hanover Township, Northampton County  
Bethlehem, PA 18017-9302    Hanover Project H17-20

Dear Jay:

Attached is the Application and Certificate for Payment #4 submitted by Semmel Excavating, LLC. Our office has reviewed the items and quantities outlined on the payment request in conjunction with the contract documents and provided revisions for consistency with the prior releases. Based upon the Township receipt/acceptance of the Maintenance Bond, we recommend approval of the release in the amount of \$ **20,186.93**, representing the release of the retainage balance.

With the 18-month Maintenance Period ending June 30, 2023, we recommend an end of maintenance inspection be performed within the next 30 days. We will await your direction for the end of maintenance inspection.

If you have any questions or need additional information, please contact the undersigned.

Respectfully,

HANOVER ENGINEERING ASSOCIATES, INC.

*James A. Milot*

James A. Milot, TSOS, TOPS

jam:djn

S:\Projects\Municipal\HanoverTwp\H21-17-KevinDriveExtension\ContractDocuments\Pay Applications \_ Change Orders\PayAppl\_04\H21-17-2023\_04\_06\_SemmelPayRec\_04.docx

Enclosure(s)

cc: James L. Broughal, Esquire (via email)  
Mr. Melvin Fioravanti, Project Manager, Semmel Excavating, LLC (via email)

# APPLICATION AND CERTIFICATE FOR PAYMENT

OWNER: Hanover Township  
2202 Grove Road  
Allentown, PA 18109

PROJECT: Kevin Drive Extension Project  
Project #H21-17

AIA DOCUMENT G702  
Hanover

PAGE 1 OF 5 PAGES

APPLICATION NO: 4 (Retainage)  
PERIOD ENDING: December 31, 2021  
SEMTEL INVOICE NO: 263

CONTRACTOR: Semmel Excavating, LLC  
5000 Springside Court  
Allentown PA 18104

VIA ENGINEER: Hanover Engineering  
252 Broadhead Road  
Suite 100  
Bethlehem, PA 18017

OWNERS PROJECT NO: H21-17  
CONTRACTOR'S PROJECT NO: 21-688

Distribution to:  
☒ OWNER  
☐ ENGINEER  
☐ CONTRACTOR

CONTRACT FOR: Sitework Construction

CONTRACT DATE: July 27, 2021

## SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment as shown below in connection with the Contract. Continuation Sheet, AIA Document G703 is attached.

CHANGE ORDER SUMMARY		
Number	Date Approved	ADDITIONS/DEDUCTIONS
#1	10/11/2021	\$9,003.28 ✓
#2	12/9/2021	(\$5,655.00) ✓
Net Change by Change Orders		\$3,348.28 ✓

1. ORIGINAL CONTRACT SUM	\$198,521.00 ✓
2. NET CHANGE BY CHANGE ORDERS	\$3,348.28 ✓
3. CONTRACT SUM TO DATE (LINE 1 + 2)	\$201,869.28 ✓
4. TOTAL COMPLETED & STORED TO DATE (Column G on page 2)	<del>\$204,572.35</del> 201,869.28

5. RETAINAGE	
a. 10% of Completed Work (Column D & E on page 2)	\$0.00
b. of stored Material (Column F on page 2)	\$0.00
Total Retainage (Line 5a + 5b or Total in column I of page 2)	\$0.00

6. TOTAL EARNED LESS RETAINAGE (line 4 less Line 5 total)	<del>\$204,572.35</del> 201,869.28
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	<del>\$187,682.35</del>
8. CURRENT PAYMENT DUE	\$20,186.93 ✓
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	<del>\$187,682.35</del> 00.00

The undersigned contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for work which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Semmel Excavating LLC

BY: Melvin Fioravanti December 10, 2021  
Melvin Fioravanti, Project Manager

Subscribed and sworn to before me this 10<sup>th</sup> day of December, 2021  
Notary Public: Taylor Kipp, Commonwealth of PA  
My commission expires: October 21, 2023  
Commonwealth of Pennsylvania - Notary Seal  
Taylor Kipp, Notary Public  
Lehigh County  
My commission expires October 21, 2023  
Commission number 1360111

## ENGINEER'S CERTIFICATE FOR PAYMENT:

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the contract documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 20,186.93

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

BY: James A. Miles Date: 11/6/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Billing Breakdown  
JOB NAME: Kevin Drive Extension

APPLICATION NO: 3  
APPLICATION DATE: December 10, 2021

PERIOD FROM: November 1, 2021  
PERIOD TO: December 31, 2021

A.	B.	C.	D.	E.	F.	G.	H.	I.	J.	K.	L.	M.
ITEM NO.	DESCRIPTION OF WORK	CONTRACT UNITS	UNIT PRICE	SCHEDULED VALUE	UNITS FROM PREVIOUS BILLINGS	WORK COMPLETED THIS PERIOD	THIS PERIOD (\$)	MATERIALS PRESENTLY STORED (Not in F or H)	TOTAL COMPLETED & STORED TO DATE (F+H+I)	BALANCE TO FINISH (E-J)	Retention (10%)	Percent Complete (%)
<b>A.) Base Contract</b>												
1	Mobilization & Demobilization	1	\$8,800.00	\$8,800.00	1.00	0.00	\$0.00	\$0.00	\$8,800.00	\$0.00	\$0.00	100%
2	Clearing & Grubbing / Tree Removal	1	\$8,924.00	\$8,924.00	1.00	0.00	\$0.00	\$0.00	\$8,924.00	\$0.00	\$0.00	100%
3	Class 1 Excavation	700	\$29.15	\$20,405.00	700.00	0.00	\$0.00	\$0.00	\$20,405.00	\$0.00	\$0.00	100%
4	Class 1B Excavation (Demo)	325	\$25.80	\$8,385.00	325.00	0.00	\$0.00	\$0.00	\$8,385.00	\$0.00	\$0.00	100%
5	Subbase 5" Depth (#2A)	1,690	\$9.50	\$16,055.00	1,690.00	0.00	\$0.00	\$0.00	\$16,055.00	\$0.00	\$0.00	100%
6	Superpave Asphalt Mixture Design, Base Course, PG 64S-22, 0 To 0.3 Million ESALS, 25 MM Mix, 4" Depth	1,690	\$21.30	\$35,997.00	1,690.00	0.00	\$0.00	\$0.00	\$35,997.00	\$0.00	\$0.00	100%
7	Superpave Asphalt Mixture Design, Binder Course, PG 64S-22, 0 To 0.3 Million ESALS, 19 MM Mix, 2" Depth	1,690	\$12.80	\$21,632.00	1,690.00	0.00	\$0.00	\$0.00	\$21,632.00	\$0.00	\$0.00	100%
8	Superpave Asphalt Mixture Design, Wearing Course, PG 64S-22, 0 To 0.3 Million ESALS, 9.5 MM Mix, 1 1/2" Depth SRL-L	1,690	\$12.15	\$20,533.50	1,690.00	0.00	\$0.00	\$0.00	\$20,533.50	\$0.00	\$0.00	100%
9	Erosion Control Blanket (NAC-S75)	560	\$3.80	\$2,128.00	560.00	0.00	\$0.00	\$0.00	\$2,128.00	\$0.00	\$0.00	100%
10	18" RCP Type A, 15'-2" Fill 100 Year Design Life	42	\$129.50	\$5,439.00	42.00	0.00	\$0.00	\$0.00	\$5,439.00	\$0.00	\$0.00	100%
11	Type D-W Endwall - 18" W/Footer	2	\$4,945.00	\$9,890.00	2.00	0.00	\$0.00	\$0.00	\$9,890.00	\$0.00	\$0.00	100%
12	Plain Cement Concrete Curb Including Removal Of Existing	48	\$70.75	\$3,396.00	48.00	0.00	\$0.00	\$0.00	\$3,396.00	\$0.00	\$0.00	100%
13	Grass Restoration/Topsoil Seed Mutch	2,360	\$3.40	\$8,024.00	2,360.00	0.00	\$0.00	\$0.00	\$8,024.00	\$0.00	\$0.00	100%
14	RipRap Apron R-4 W/ Geotextile	14	\$148.50	\$2,079.00	14.00	0.00	\$0.00	\$0.00	\$2,079.00	\$0.00	\$0.00	100%
15	Compost Filter Sock 12" Dia	371	\$5.50	\$2,040.50	371.00	0.00	\$0.00	\$0.00	\$2,040.50	\$0.00	\$0.00	100%
16	Maintenance & Protection Of Traffic	1	\$900.00	\$900.00	1.00	0.00	\$0.00	\$0.00	\$900.00	\$0.00	\$0.00	100%
17	Post Mounted Signs Type B	66.5	\$32.00	\$2,128.00	66.50	0.00	\$0.00	\$0.00	\$2,128.00	\$0.00	\$0.00	100%
18	4" Yellow Waterborn Pave Markings	1,100	\$0.85	\$913.00	1,100.00	0.00	\$0.00	\$0.00	\$913.00	\$0.00	\$0.00	100%
19	Rock Filter Outlet	1	\$925.00	\$925.00	1.00	0.00	\$0.00	\$0.00	\$925.00	\$0.00	\$0.00	100%
20	Street Tree(2-2.5" Dia @ Planting)	8	\$1,050.00	\$8,400.00	8.00	0.00	\$0.00	\$0.00	\$8,400.00	\$0.00	\$0.00	100%
21	Rock Construction Entrance	1	\$3,927.00	\$3,927.00	1.00	0.00	\$0.00	\$0.00	\$3,927.00	\$0.00	\$0.00	100%
22	High Visibility Fence	660	\$3.25	\$2,145.00	660.00	0.00	\$0.00	\$0.00	\$2,145.00	\$0.00	\$0.00	100%
23	Extra Excavation	10	\$26.00	\$260.00	10.00	0.00	\$0.00	\$0.00	\$260.00	\$0.00	\$0.00	100%

**Billing Breakdown**

JOB NAME: Kevin Drive Extension

APPLICATION NO: 3

APPLICATION DATE: December 10, 2021

PERIOD FROM: November 1, 2021  
PERIOD TO: December 31, 2021

A	B	C	D	E	F	G	H	I	J	K	L	M
ITEM NO.	DESCRIPTION OF WORK	CONTRACT UNITS	UNIT PRICE	SCHEDULED VALUE	UNITS FROM PREVIOUS BILLINGS	UNITS BILLED THIS PERIOD	THIS PERIOD (\$)	MATERIALS PRESENTLY STORED (Not in F or H)	TOTAL COMPLETED & STORED TO DATE (F+H+I)	BALANCE TO FINISH (E-J)	Remaining (10%)	Percent Complete (%)
24	Extra 2A Aggregate Stone	10	CY \$63.50	\$635.00	10.00	0.00	\$0.00	\$0.00	\$635.00	\$0.00	\$0.00	100%
25	Concrete Class A Uniform	10	CY \$290.00	\$2,900.00	10.00	0.00	\$0.00	\$0.00	\$2,900.00	\$0.00	\$0.00	100%
26	Rock Excavation	10	CY \$186.00	\$1,860.00	10.00	0.00	\$0.00	\$0.00	\$1,860.00	\$0.00	\$0.00	100%
<b>B.) Change Order #1- Mill and Overlay (Semmel Option #2)</b>												
1	Mill and Overlay (460 Sq Yds)	1	LS \$9,003.28	\$9,003.28	1.00	0.00	\$0.00	\$0.00	\$9,003.28	\$0.00	\$0.00	100%
<b>3.) Change Order #2- Allowance Deducts Items 23-26</b>												
1	Allowance Deduct	1	LS (\$5,655.00)	-\$5,655.00	1.00	0.00	\$0.00	\$0.00	(\$5,655.00)	\$0.00	\$0.00	100%
<b>TOTALS:</b>				\$901,869.28	\$901,869.28	\$0.00	\$0.00	\$0.00	\$901,869.28	\$0.00	\$0.00	100%

201,869.28



Rental - Sales - Service - Parts



**Randy Gable**  
Heavy Equipment Sales & Rentals  
rgable@bestline.com  
215-370-5293

For Additional Information:  
IndustrialVehicles@BestLine.com  
484-626-2731

## EQUIPMENT SALES PROPOSAL

Quote: 23-2724RG

Date: April 5, 2023

Customer Name: Hanover Township Public Works

Billing Address: 3630 Jacksonvill Road

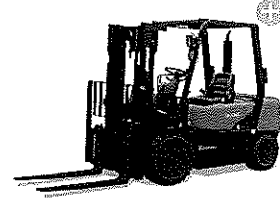
City / State / Zip: Bethlehem, PA 18017

Contact Name: Martin Limpar

Office Phone:

Mobile Phone:

Email:



QUANTITY	DESCRIPTION OF EQUIPMENT	Discount	MSRP	Sell Price
1	<b>New Doosan Forklift MODEL = G25E</b>	47.5%	\$ 64,374.00	\$ 33,796.35
	5,000# Base Capacity Forklift @ 24" Load Center			
	Three Stage Mast = 86" Lowered / 189" Raised / 60" Freelif (w/o load backrest)			
	Tilt = 6 Fwd / 5 Rwd			
	48"H Load Backrest w/ 1.6" x 4" x 47" Pallet Forks (Standard Taper)			
	Hang-on Hook Style Sideshift (move load 4" left/right)			
	(2) LED Headlights & (1) Rear LED Flood Lights			
	Rear Grab Bar & Horn for OHG = Increased safety for rear driving			
	7.00-15 Drive Tires / 6.00-10 Steer = Air Pneumatic			
	LP Fuel = 2.4L Engine (less detachable LP Tank)			
	Power Shift Transmission, Power Steering, Electric Fuel Shutoff, Anti-restart Engine,			
	Maintenance Free Battery, Tilt Steering Wheel, Dual Element Air Cleaner, Mirrors, Back-up Alarm			
	Suspension Seat (vinyl) & safety orange seatbelt			
	Oil Cooled Disc Brakes			
	Amber Strobe Light - Mounted below overhead guard			
	Modular Roof - Solid covering on top of overhead guard to protect from weather			
	OPTION - If selected the truck above with these tires is due 6/30/23			
1	7.00-15 Drive Tires / 6.00-10 Steer = Soft Ride SOLID Pneumatic ADD	47.5%	\$ 1,078.00	\$ 565.95
	New Truck Warranty = 2 yr / 3000 hrs + Additional 1 yr/3000 hrs powertrain = 3 yr / 6000 hours			
	Braking System (ODB) Warranty = 5 year / 10000 hours			

This quotation is good for 15 Days from quote date  
Equipment pricing subject to equipment availability.

I acknowledge & accept the terms and conditions pertaining to this quote.

Authorized Signature

Print Name

Date

Purchase Order #

Muncy - 25 Legion Rd, Muncy, PA 17756

Towanda - 183 Tomahawk Rd., Towanda, PA 18848

Allentown - 1315 Hausman Rd, Allentown, PA 18104

Hatboro - 210 Jackson Rd, Hatboro, PA 19040

Harrisburg - 6700 Allentown Blvd, Harrisburg, PA 17112

West Chester - 515 South Bolmar St, West Chester, PA 19382

Uniontown - 2266 University Dr, Lemont Furnace, PA 15456

Shippensburg - 8001 Possum Hollow Rd, Shippensburg, PA 17257

State College - 140 Hawbaker Ind Dr, State College, PA 16803

Mechanicsburg - 5120 East Trindle Rd, Mechanicsburg, PA 17050

Centre Hall - 2031 General Potter Hwy, Centre Hall, PA 16828

### State / COSTARS Contract

Forklift/Aerial  
Contract # 4400019935 BLE# 4400021188



Freight Surcharge

Factory Freight

PDI

SUB-TOTAL \$ 34,362.30

Additional Discount \$ (2,500.00)

\$ -

\$ -

\$ -

~ TOTAL ~ \$ 31,862.30

Sales Tax additional if applicable

\*PDI = Option Install, pre-delivery inspection, local freight