

**HOLD HARMLESS  
INDEMNIFICATION AGREEMENT**

THIS AGREEMENT, made this 9th day of may 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 **THOMAS J PSITOS AND ALINA PSITOS**, adult individuals residing at 1935 Rosewood Dr, Bethlehem, Hanover Township, Northampton County, Pennsylvania, 18017 ("Owner").

**RECITALS**

A. Owners propose to install a fence (the "Structure") on the property located at 1935 Rosewood Dr, Bethlehem, Pennsylvania also know as tax parcel number N6NW4-15-002J-02 (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:

Thomas E. Michel

By: Thomas J Psitos  
Thomas J Psitos

Thomas E. Michel

By: Alina Psitos  
Alina Psitos

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.

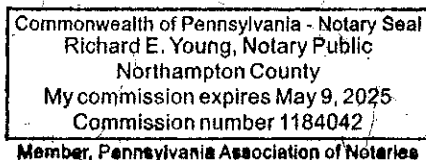
***IN WITNESS WHEREOF***, I have hereunto set my hand and official seal.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss:  
COUNTY OF NORTHAMPTON )

*ON THIS*, the 3<sup>rd</sup> day of MAY, 2023, before me a notary public, the undersigned officer, personally appeared **THOMAS J PSITOS AND ALINA PSITOS**, 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.



~~NOTARY PUBLIC~~

1 E. ROSEWOOD ST.  
BETWEEN 18017-18018  
TAX MAP 10 & 11  
D.V. 2012-1 PG. 030234

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NOTE:  
REVISIONS  
TO THE MAP  
OF THE  
TAX MAP 10 & 11  
D.V. 2012-1 PG. 030234

GRAPHIC



ROSEWOOD DRIVE (T-450)

1935 Rosewood

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Proposed fence  
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tree stumps

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1935 ROSEWOOD DRIVE  
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18,000 SQ. FT.  
TAX MAP 10 & 11  
D.V. 2012-1 PG. 030234

ORDINANCE NO. 23- 1

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF HANOVER, COUNTY OF NORTHAMPTON, COMMONWEALTH OF PENNSYLVANIA AMENDING THE TOWNSHIP OF HANOVER CODE OF CODIFIED ORDINANCES, CHAPTER 44 ANIMALS; ADD A NEW ARTICLE III CONTROL OF HORSES TO PROVIDE REGULATIONS FOR CERTAIN EQUINE RELATED ACTIVITIES WITHIN THE TOWNSHIP TO ITS ORDINANCE AND REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT HEREWITH.

*WHEREAS*, the Board of Supervisors of the Township of Hanover, Northampton County, Pennsylvania have enacted, by Ordinance, regulations dealing, in part with Animals, which Ordinance has been amended from time to time; and

*WHEREAS*, the Board of Supervisors of the Township of Hanover, Northampton County, Pennsylvania has determined that it would be in the best interest of the Township of Hanover to amend its Ordinance to provide regulations for certain equine related activities for the health, safety, and welfare of its residents.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED**, by the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania as follows:

**SECTION 1.** The Board, under the powers vested in them by the "Second Class Township Code" and the "Pennsylvania Municipalities Planning Code," as amended, as well as other laws of the Commonwealth of Pennsylvania, do hereby ordain and enact the following amendment to the Code of Codified Ordinances of the Township of Hanover, as amended.

**SECTION 2.** Chapter 44 Animals is amended to add the following:

**“Article III Control of Horses**

**§44-24 Definitions.**

For the purpose of this article, the following terms shall have the following meanings unless otherwise indicated:

**HORSE**

Both male and female horses.

**MANURE BAG**

A device designed to attach to the rear end of the horse to catch manure to prevent dropping and accumulating onto roadways.

**ORDINANCE ENFORCEMENT OFFICER**

The Code Enforcement Officer of Hanover Township, Northampton County, Pennsylvania, or an officer of the Colonial Regional Police Department, who shall be authorized and directed to enforce this article.

**RIDER**

Any person having lawful possession of a horse while riding said animal on, or by virtue of willfully and voluntarily taking control of the horse in some other manner, with or without a carriage, while the animal is on a roadway within limits of the Township of Hanover, Northampton County, Pennsylvania.

**TOWNSHIP**

Hanover Township, Northampton County, Pennsylvania

**§ 44-25 Nuisances prohibited**

A. On or after the effective date of this article, it shall be unlawful for any Rider of a Horse, with or without a carriage, on a Township roadway, street or throughfare to be ridden or walked without a Manure Bag affixed to the animal for the purposes of catching manure.



**§ 44-26 Interference with Enforcement Officer.**

A. Interference with an Ordinance Enforcement Officer in the enforcement of this article shall constitute a violation of the same.

**§ 44-28 Violations and penalties.**

Any person who violates or permits a violation of this article shall, upon conviction in a summary proceeding brought before a District Justice under the Pennsylvania Rules of Criminal Procedure, be guilty of a summary offense and shall be punishable by a fine of not less than \$100 nor more than \$1,000, plus costs of prosecution. In default of payment thereof, the defendant may be sentenced to imprisonment for a term not exceeding 90 days. Each day or portion thereof that such violation continues or is permitted to continue shall constitute a separate offense, and each section of this article that is violated shall also constitute a separate offense.”

**SECTION 3.** All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.

**SECTION 4.** The provisions of this Ordinance shall be severable and if any provision thereof shall be declared unconstitutional, illegal or invalid, such decision shall not affect the validity of any of the remaining provisions of this Ordinance. It is hereby declared as a legislative intent of the Township that this Ordinance would have been enacted had such unconstitutional, illegal or invalid provision(s) not been included herein.

**SECTION 5.** This Ordinance shall become effective within five (5) days of enactment.

**ENACTED AND ORDAINED** at a regular meeting of the Board of Supervisors of the Township of Hanover, County of Northampton on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

**BOARD OF SUPERVISORS,  
HANOVER TOWNSHIP,  
NORTHAMPTON COUNTY,  
PENNSYLVANIA**

By: \_\_\_\_\_  
**CHRISTINA M. THOMAS, Secretary**

By: \_\_\_\_\_  
**JOHN N. DIACOGIANNIS, Chairman**

**ORDINANCE NO. 23 - 2**

**AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF HANOVER, COUNTY OF NORTHAMPTON, COMMONWEALTH OF PENNSYLVANIA AMENDING THE TOWNSHIP OF HANOVER CODE OF CODIFIED ORDINANCES, CHAPTER 163 TAXATION; ARTICLE IX INCENTIVES FOR TOWNSHIP VOLUNTEERS OF FIRE COMPANIES TO ADD REAL PROPERTY TAX CREDIT PROVISIONS TO ITS ORDINANCE AND REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT HERewith.**

*WHEREAS*, the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania (the "Board"), adopted Ordinance No 17-11 on December 19, 2017, to implement the provisions of Act 172 of 2016, Incentives for Municipal Volunteers of Fire Companies;

*WHEREAS*, the Board seeks to add Real Property Tax Credit provisions to its ordinance, Chapter 163 Taxation; Article IX Incentives for Township Volunteers of Fire Companies;

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED**, by the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania as follows:

**SECTION 1.** The Board, under the powers vested in them by the "Second Class Township Code" and the "Pennsylvania Municipalities Planning Code," as amended, as well as other laws of the Commonwealth of Pennsylvania, including Act 172 of 2016, do hereby ordain and enact the following amendment to the Code of Codified Ordinances of the Township of Hanover, as amended.

**SECTION 2.** Chapter 163 Taxation; Article IX Incentives for Township Volunteers of Fire Companies; §163-80 Definitions is amended to add the following:

**“QUALIFIED REAL PROPERTY**

A residential real property owned and occupied as the domicile of an active volunteer.”

**SECTION 3.** Chapter 163 Taxation; Article IX Incentives for Township

Volunteers of Fire Companies; §163-81 Volunteer Service Credit Program is deleted in its entirety and replaced as follows:

**“§163.81. VOLUNTEER SERVICE CREDIT PROGRAM**

- A. **Establishment.** The Township hereby establishes a Volunteer Service Credit Program (the “Program”). The goal of the Program is to encourage membership and service in the Volunteer Fire Company as set forth in **§163-81.C.** of this Article.
- B. **Program Criteria.** The Board of Supervisors of the Township shall establish, by Resolution, the annual criteria that must be met to qualify for credits under the Program based on the following:
- (1) The number of Emergency Response Calls to which a Volunteer responds;
  - (2) The level of training and participation in formal training and drills for a Volunteer;
  - (3) The total amount of time expended by a Volunteer on administrative and other support services, including but not limited to:
    - (i) fundraising;
    - (ii) providing facility or equipment maintenance; and
    - (iii) financial bookkeeping.
  - (4) The involvement in other events or projects that aid the financial viability, emergency response or operational readiness of a Volunteer Fire Company; and
  - (5) The total number of years the Volunteer has served.
- C. **Eligible Entities.** The Volunteer Service Credit Program is available to residents of the Township who are Volunteers of the **Hanover Township Volunteer Fire Company #1 of Northampton County (the “Volunteer Fire Company”).**
- D. **Eligibility Period.** A Volunteer must meet the minimum criteria, set by Resolution under this Section, during the eligibility period to qualify for the tax credits established under **§§163-82 and 163-83.**
- (1) For 2023, the eligibility period under the Volunteer Service Credit Program shall run from the effective date of Ordinance No. 23 - 2 until December 31, 2023; and
  - (2) For each subsequent year thereafter, the eligibility period shall run

from January 1<sup>st</sup> until December 31<sup>st</sup>.

- E. **Recordkeeping.** The chief of the Volunteer Fire Company shall keep specific records of each Volunteer's activities in a service log to establish credits under the Volunteer Service Credit Program. Service logs shall be subject to review by the Board of Supervisors of the Township, the State Fire Commissioners and the State Auditor General. The chief, or supervisor, shall annually transmit to the Township a notarized eligibility list of all Volunteers that have met the minimum criteria for the Volunteer Service Credit Program. The notarized eligibility list shall be transmitted to the Township no later than forty-five (45) days prior to the date the tax notices are sent each year. The chief or supervisor shall post the notarized eligibility list in an accessible area of the Volunteer Fire Company's facilities.
- F. **Application.** Volunteers that have met the minimum criteria of the Volunteer Service Credit Program shall sign and submit an application for certification to their chief or supervisor. The chief or supervisors shall sign the application if the Volunteer has met the minimum criteria of the Volunteer Service Credit Program, and forward it to the Township Manager of the Township. Applications shall not be accepted by the Township after April 1<sup>st</sup> of each year.
- G. **Municipal Review.** The Township Manager of the Township shall review the application for credit under the Volunteer Service Credit Program and shall cross reference them with the notarized eligibility list. The Board of Supervisors of the Township shall approve all applicants that are on the notarized eligibility list. All applicants approved by the Board of Supervisors of the Township shall be issued a tax credit certificate by the Township Manager of the Township.
- H. **Official Tax Credit Register.** The Township shall keep an official Tax Credit Register of all Active Volunteers that were issued tax credit certificates. The Township Manager shall issue updates, as needed, of the official Tax Credit Register to the following:
- (1) Board of Supervisors of the Township;
  - (2) Chief of the Volunteer Fire Company; and
  - (3) Tax Collector for the Township.
- I. **Injured Volunteers.**
- (1) An Active Volunteer that is injured during an emergency response call may be eligible for future tax credits. The injury must have occurred while responding to, participating in, or returning from an emergency response call with the entity listed under §163-81.C.
  - (2) An injured Active Volunteer shall provide documentation from a licensed physician with the application required under §163-81.F., along with updated documentation from a licensed physician stating that the injury still

exists and prevents them from qualifying as an Active Volunteer. The injured Active Volunteer shall again be deemed an Active Volunteer for that tax year. An injured Active Volunteer shall only be deemed an Active Volunteer for a maximum of five (5) consecutive tax years.

- (3) An injured Active Volunteer shall annually submit the application required under **§163-81.F.**, along with updated documentation from a licensed physician stating that the injury still exists and prevents them from qualifying as an Active Volunteer. The injured Active Volunteer shall again be deemed an Active Volunteer for that tax year. An injured Active Volunteer shall only be deemed an Active Volunteer for a maximum of five (5) consecutive tax years.”

**SECTION 4.** Chapter 163 Taxation; Article IX Incentives for Township

Volunteers of Fire Companies; §163-82 Earned Income Tax Credit; Subsection C Rejection of Tax Credit Claim; Parenthetical 2 is deleted in its entirety and replaced as follows:

“(2) If the Tax Collector for the Township rejects the claim, the taxpayer shall be notified in writing of the decision. The notice shall include the reasons for the rejection and provide the method of appealing the decision pursuant to **§163-84.A.** of this article.”

**SECTION 5.** Chapter 163 Taxation; Article IX Incentives for Township

Volunteers of Fire Companies; §163-83 Appeals is deleted in its entirety and replaced as follows:

**“§163-83. REAL PROPERTY TAX CREDIT**

**A. Tax Credit.** Each Active Volunteer who has been certified under the Township Volunteer Service Credit Program shall be eligible to receive a real property tax credit of 20% of the Township tax liability on qualified real property. If the tax is paid in the penalty period, the tax credit shall only apply to the base tax year liability.

**B. Claim.**

(1) An Active Volunteer with a tax credit certificate may file a claim for the tax credit on their qualified real property tax liability for the Township’s real estate tax levy. The tax credit shall be administered as a refund by the Township treasurer. An Active Volunteer shall file the following with the Township Manager

- (a) A true and correct receipt from the Township real estate tax collector of the paid township real property taxes for the tax year which the claim is being filed.
- (b) The tax credit certificate.

(c) Photo identification.

(d) Documentation that the tax paid was for qualified real property as defined in this ordinance.

(2) If the Active Volunteer provides all documents required under this subsection, the Township treasurer shall issue the tax refund to the active volunteer.

### **C. Rejection of the Tax Credit Claim.**

(1) The Township Manager shall reject the claim for a township real property tax credit if the taxpayer fails to provide the documents required under subsection (B)(1).

(2) If the Township Manager rejects the claim, the taxpayer shall be notified in writing of the decision. The notice shall include the reasons for the rejection and provide the method of appealing the decision pursuant to **§163-84.B.**

(3) Taxpayers shall have 30 days to appeal the decision of the Township Secretary.

## **§163-84. APPEALS.**

### **A. Earned Income Tax Credit Appeals.**

(1) Any taxpayer aggrieved by a decision under **§163-82.C.** of this Ordinance shall have a right to appeal said decision.

(2) A taxpayer shall have thirty (30) days to appeal a decision or rejection of claim.

(3) All appeals of decisions under **§163-82.C.** of this Ordinance shall follow the provisions of the Act of May 5, 1998, P.L. 301, No. 50, known as the Local Taxpayers Bill of Rights and as set forth in Ordinance 17-10 of the Township.

### **B. Real Property Tax Credit Appeals.**

(1) Any taxpayer aggrieved by a decision under **§163-83.C.** shall have a right to appeal said decision.

(2) A taxpayer shall have 30 days to appeal a decision or rejection of claim.

(3) All appeals under **§163-83.C.** shall follow the provisions of 2 Pa.C.S. Chapter 5, Subchapter B (relating to practice and procedure of local agencies), and 2 Pa.C.S. Chapter 7, Subchapter B (relating to judicial review of local agency action), also known as the "Local Agency Law."

**SECTION 6.** All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.

**SECTION 7.** The provisions of this Ordinance shall be severable and if any provision thereof shall be declared unconstitutional, illegal or invalid, such decision shall not affect the validity of any of the remaining provisions of this Ordinance. It is hereby declared as a legislative intent of the Township that this Ordinance would have been enacted had such unconstitutional, illegal or invalid provision(s) not been included herein.

**SECTION 8.** This Ordinance shall become effective within five (5) days of enactment.

**ENACTED AND ORDAINED** at a regular meeting of the Board of Supervisors of the Township of Hanover, County of Northampton on this \_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

**BOARD OF SUPERVISORS,  
HANOVER TOWNSHIP,  
NORTHAMPTON COUNTY,  
PENNSYLVANIA**

By: \_\_\_\_\_  
**CHRISTINA M. THOMAS, Secretary**

By: \_\_\_\_\_  
**JOHN N. DIACOGIANNIS, Chairman**



## **CERTIFIED PUBLIC ACCOUNTANT SERVICES AGREEMENT**

THIS CERTIFIED PUBLIC ACCOUNT SERVICES AGREEMENT made this 9<sup>th</sup> day of **May 2023**, by and between **HANOVER TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania (the "Township") and **TODD J. BUSHTA, CPA**, an adult individual ("Bushta").

### **BACKGROUND**

A. The Township is a Second Class Township and is governed by statutes of the Commonwealth of Pennsylvania, including the Second Class Township Code (the "Code").

B. The Code provides that a certified public accountant, duly appointed by the Township, can make an examination of all accounts of the Township for any fiscal year in place of the duly elected auditors of the Township.

C. The Township desires to appoint Bushta as the certified public accountant for the 2023 fiscal year pursuant to the terms and condition of the Agreement as hereinafter set forth and the authority set forth in the Code.

**NOW, THEREFORE**, in consideration of their mutual promises, each to the other, and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, Township and Bushta agree as follows:

1. All "Background" paragraphs are incorporated herein by reference.

2. Township hereby agrees to appoint Bushta as the certified public accountant to examine the accounts of the Township, pursuant to the provisions of the Code, for the 2023 Fiscal Year (the "Services") under the following conditions:

(a) The total cost for the Services rendered to the Township as the certified public accountant shall not exceed \$8,300.00, and

(b) Bushta shall complete the relative portions of the Services, each a "Service Deadline", as follows:

- (i) Completion of the Field Work – by March 8, 2024; and
- (ii) Filing of the DCED Report – by March 22, 2024; and
- (iii) "Draft" Financial Statement and Auditor's Report delivered to Township (Treasurer & Manager) – by April 5, 2024; and
- (iv) Meeting with Township Manager & Treasurer to discuss "DRAFT" by April 9, 2024; and

(v) Presentation of Financial Statement and Auditor's Report to Board of Supervisors – by April 23, 2024.

(c) Should Bushta fail to meet any of the Service Deadlines, he shall pay a penalty of \$750.00 for each Service Deadline that he fails to meet.

3. If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

4. This Agreement contains the final and entire agreement between the parties hereto and shall supersede all prior contracts, agreements and arrangements, oral or written, between the parties and is intended to be an integration of all prior negotiations and understandings with respect to the subject matter hereof. This Agreement may not be amended, modified or rescinded except in writing, signed by both Township and Bushta, and any attempt at oral modification of this Agreement shall be void and of no effect.

5. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced.

6. Time is of the essence of each and every term, provision, covenant and obligation of the parties under this Agreement.

7. This Agreement shall be deemed to be made under, and performance hereunder shall be governed by, the internal laws of the Commonwealth of Pennsylvania.

8. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

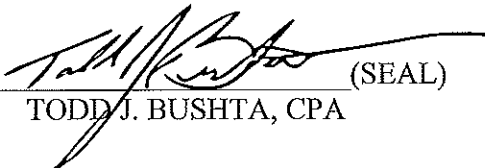
***IN WITNESS WHEREOF***, the Township and Bushta have signed their hands and seals the day and date first above written.

ATTEST:

HANVOER TOWNSHIP,  
NORTHAMPTON COUNTY,  
PENNSYLVANIA

By: \_\_\_\_\_  
Christina M. Thomas, Secretary  
Board of Supervisors

By: \_\_\_\_\_  
John N. Diacogiannis, Chairman  
Board of Supervisors

 (SEAL)  
TODD J. BUSHTA, CPA

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

# BASE ENGINEERING INC.

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



FAX (610) 432-3800

[www.BaseEng.com](http://www.BaseEng.com)

[BaseEngineering@BaseEng.com](mailto:BaseEngineering@BaseEng.com)

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

May 1, 2023

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

Dear Supervisors,

Please consider this letter as requesting the necessary time extension for 90 days beyond May 18, 2023 through August 18, 2023 – on behalf of the Applicant (Divinity Group, LLC) – for the Developer to complete the improvements.

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

Yours sincerely,

Casey L. Bond, PE  
Director of Engineering  
[cbond@baseeng.com](mailto:cbond@baseeng.com)  
(P) 610-437-0978

c.c.: HEA



# HanoverEngineering

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

May 3, 2023

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

RE: Advanced Health Care of Hanover  
Township  
Lehigh Valley Corporate Center Phase II  
Lot 10A  
3370 High Point Boulevard  
Security Release No. 1  
Hanover Project H20-28

Dear Jay:

We have reviewed the security reduction request for the above-referenced project as requested by Spencer Summerhayes, Partner, The Boyer Company, in an e-mail dated April 26, 2023. A copy of the spreadsheet for this security release is enclosed. The following is a synopsis of our recommended security release:

Original Security	Previous Releases	Current Request	Recommended Release
\$1,041,214.64	--	\$945,235.37	\$923,394.86

Remaining Security Balance = \$117,819.77

Based upon our review, we recommend that the Township grant the Developer a reduction in the required security in the amount of \$923,394.86 based on the following:

- A. The Developer acknowledges the security provided for all improvements will remain in force at a minimum of \$117,819.77 for the remaining work, plus contingencies.
- B. The Developer adheres to Township Policy 8 (payment of Plans and Appeals Accounts).

Mr. John J. Finnigan Jr.  
Township Manager

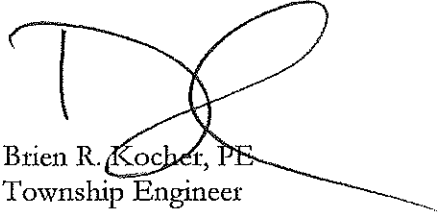
2

May 3, 2023

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

Respectfully,

HANOVER ENGINEERING ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'B. Kocher', with a large, stylized loop at the end.

Brien R. Kocher, PE  
Township Engineer

brk:kjc/djn

S:\Projects\Municipal\HanoverTwp\H20-28-AdvancedHealthCareLandDevelopment\SecurityReleases\Release\_01\20230503\_Security Release\_01.doc

Enclosure(s)

cc: Ms. Yvonne D. Kutz, Zoning Administrator  
James L. Broughal, Esquire  
Ms. Spencer Summerhays, Partner, The Boyer Company  
Mr. Victor Grande, PE, Project Manager, Rettew Associates, Inc.  
Nate Fox, Esquire