

HEARING DATE _____ APPLICATION DEADLINE _____ APPEAL NUMBER _____

CHECK NUMBER _____ AMOUNT PAID _____ DATE RECEIVED _____

APPLICATION FOR APPEAL TO THE BETHLEHEM TOWNSHIP ZONING HEARING BOARD, MUNICIPAL BUILDING, 4225 EASTON AVENUE, BETHLEHEM, PA 18020

I. INTRODUCTION TO THE APPLICANT

1. It is recommended by the Zoning Hearing Board that the Applicant, prior to any scheduled appearance before the Zoning Hearing Board, first contact the Zoning Administrator of the Township of Bethlehem (telephone 610 814 6430) to determine the specific sections of the Zoning Code applicable to the present appeal, and to obtain a determination as to whether the relief sought by the Applicant will be denied by the Zoning Administrator. Please note that at time of such contact, it is not possible for the Zoning Administrator to guarantee what sections of the Zoning Code may be applicable. While the Zoning Administrator will employ his or her best efforts to focus upon the applicable sections of the Zoning Code, the burden rests solely upon the Applicant and the Applicant's professional advisor(s) to make a final determination as to what sections of the Zoning Code may apply or be relevant, and what specific remedies the Applicant may need to pursue.
2. If the Zoning Administrator has issued a formal opinion denying a zoning remedy, a copy of the opinion must be attached to this Application.
3. The Applicant maintains the responsibility of serving written notice of the zoning hearing upon those owners of record of real estate situated within 400 feet of the lot lines of the subject real estate. Service upon owners of record within 200 feet of the lot lines will suffice if the application only seeks a side or rear yard setback for a private dwelling or an accessory use to a dwelling. A list of the names and mailing addresses of every owner of record to which notice has been remitted must be presented at time of formal zoning hearing, with accompanying proof of service i.e. a post office receipt or affidavit of personal service.
4. If the Applicant has received a notice of violation or cease and desist order from the Zoning Administrator, a copy of such notice must be attached to the Application.
5. The zoning hearing is a formal legal proceeding during which testimony is taken under oath and a stenographic record is created. With few exceptions, the rules of evidence apply. The Applicant maintains the initial burden of proof in the presentation of its case. The procedures applicable to Applicants and third parties appearing before the Zoning Hearing Board are attached to this Application. It is the Applicant's responsibility to become conversant with these procedures prior to the hearing.

II. THE RELIEF SOUGHT

1. If the Applicant seeks a dimensional variance pursuant to Section 111.F.4 of the Zoning Code, please state the following:

Section of Code	Dimension Required by Code	Dimension Proposed by Applicant	Variance Sought
N/A			

2. If the Applicant seeks a use or other variance, please state the specific section of the Code applicable and describe the use variance sought.

Applicant seeks a Use Variance from Section 275-64 (Permitted Uses) and Section 275-67 to operate a gas station on the Property located at 3608 Freemansburg Avenue, Bethlehem, PA.

3. If the Applicant seeks a special exception, please state:

Section of Zoning Code applicable: Section 275-65 to operate a convenience store in conjunction with the proposed gas/fueling station.

Special Exception remedy sought: Section 275-65

4. If the Applicant seeks an appeal from a decision of the Zoning Administrator:

a. Attach a copy of the formal decision obtained from the Zoning Administrator.

b. State the remedy sought: N/A

5. If the Applicant seeks to assert a validity challenge to the Zoning Ordinance or to the Township Zoning Map, state the nature of the validity challenge:

N/A

6. If the Applicant seeks certification of a non-conformity, state the location of the non-conformity, the use of the non-conformity, and any proposed zoning remedy:

Applicant submitted a request for a Certificate of Non-Conformity for the
parcel located at 3608 Freemansburg Avenue and was denied on December 7, 2020.
Applicant seeks relief and a determination that the prior existing gas station be
considered a prior existing non-conformity.

7. If the Applicant seeks an interpretation pursuant to Section 117 of the Zoning Ordinance, state the formal action taken or not taken by the Zoning Administrator i.e. refusal of a permit, variance, special exception or other remedy. Note: Pursuant to *Darrah v. Zoning Hearing Board of Spring Garden Township*, 928 A.2d 443: 2007 Pa. Cmwlth. Lexis 372 (2007), the Zoning Hearing Board may not hear requests for interpretations in the abstract. State verbatim the specific favorable interpretation which the Applicant seeks to obtain from the Zoning Hearing Board:

III. APPLICANT INFORMATION

1. Name of Applicant: Dilbag Singh

check one () owner of record
(X) equitable owner
(X) other Property subject to Agreement of Sale
and Zoning approval

2. Applicant's Mailing
Address: 3008 Willow Court, Bethlehem, PA 18020
3. Applicant's Daytime
Telephone: 610-570-4200
4. Applicant's
Facsimile: _____
5. Applicant's kkd1010@aol.com
Email: _____
6. If the Applicant is not the owner of record, please state the name, address and telephone number of the present owner of record:
- Pagats Properties, LLC, c/o James and Tammy Pagats
- 3608 Freemansburg Avenue
- Bethlehem, PA 18020
7. State the name, address and telephone number of the individual who will appear on behalf of the owner at time of zoning hearing if the owner of record will not be appearing. Please note that an affidavit signed by the owner granting permission for appearance of this third party must be produced at time of zoning hearing.
- Dilbag Singh
- 3008 Willow Court
- Bethlehem, PA 18020
8. If the Applicant will be represented at time of hearing by an attorney, state the attorney's name, address and telephone number.
- Jason A. Ulrich, Esquire, Gross McGinley, LLP
- 33 South 7th Street, P.O. Box 4060, Allentown, PA 18105

9. If the Applicant will be accompanied at time of hearing by an engineer, expert witness, or other professional assistant, state the name, address and telephone number of the witness:

N/A

IV. INFORMATION REGARDING THE REAL ESTATE

1. State the mailing address of the real estate that is the subject of this application and hearing:

3608 Freemansburg Avenue, Bethlehem, PA 18020

2. State the Northampton County Parcel Identification Number of the real estate:

N7NE4 54 12 0205

3. Attach a copy of the Northampton County Assessment Map depicting the real estate and each tract of real estate surrounding the subject real estate.

4. State the Northampton County Recorder of Deeds recorded deed book volume of the most recently recorded deed, and attach a copy of same.
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5. If the real estate is presently under Agreement of Sale, attach a copy of the Agreement.

6. If the real estate is presently leased, attached a copy of the present lease.

7. If the Applicant has prepared a site plan of the real estate for submission at time of hearing, please attach a copy of the site plan.

8. State if the real estate or any portions thereof exist in a flood plain, flood zone, or other environmentally sensitive area, and describe the area:

N/A

9. If the real estate been the objection of a Planning Commission Hearing, state the date of this hearing and what disposition occurred.

N/A

10. If the real estate is subject to easement(s) of record that will impact the zoning remedies sought, please attach copies of the easement(s) of record.

11. If this real estate has been the object of a prior zoning hearing, please state the appeal number, date of decision, and remedy granted if any.

N/A

V. APPLICATION NARRATIVE

Please submit a brief statement reflecting why zoning relief is sought and should be granted.

Applicant has entered into an Agreement of Sale with the Owner for purchase of the

Subject Property, conditioned upon its use as a gas station and convenience store.

The Subject Property contains an already existing gas station with all infrastructure remaining in place and in working order. While Applicant believes this to be a prior

existing non-conformity, Applicant seeks a use variance to insure operation as well as a Special Exception to operate a Convenience Store on the Subject Property.

I hereby certify that the information contained within and attached to this application is true and correct to the best of my knowledge and belief.



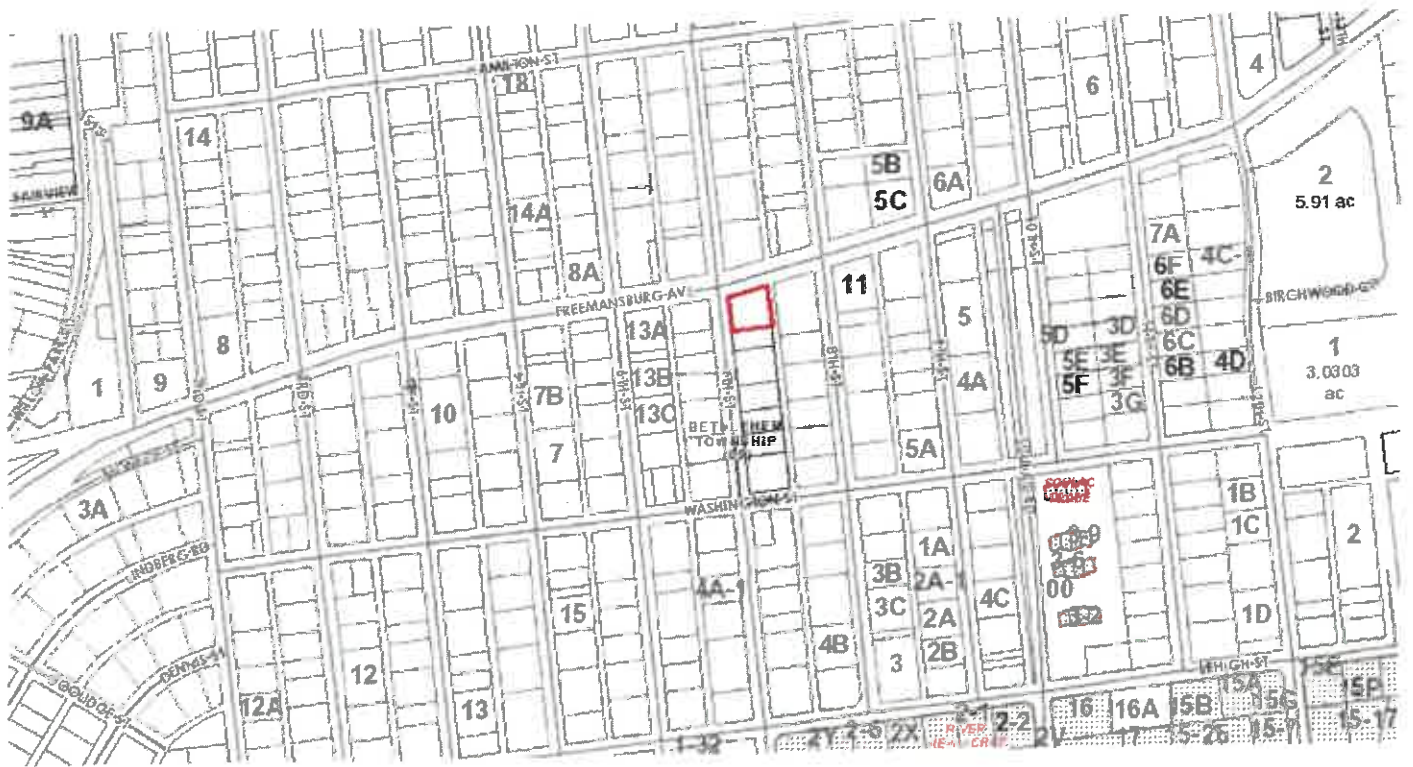
Applicant's Signature

(DILBAG SINGH)

12.08.2020
Date

Applicant's Signature

Date



RECORDER OF DEEDS
NORTHAMPTON COUNTY
PENNSYLVANIA


INSTRUMENT NUMBER
2000005453

RECORDED ON
Feb 14, 2000
8:48:27 AM

AFFORDABLE HOUSING	\$11.05
AFFORDABLE HOUSING	\$1.95
- ADMIN FEE	
RECORDING FEES	\$13.00
STATE ADIT TAX	\$0.50
COUNTY RECORDS	\$1.00
IMPROVEMENT FEE	
DEEDS RECORDS	\$1.00
IMPROVEMENT FEE	
TOTAL	\$28.50

I hereby CERTIFY that this document is recorded in the Recorder's Office of Northampton County, Pennsylvania.

Ann L. Achatz



DEED

THIS INDENTURE, made the 2nd day of December, the year of our Lord One Thousand, Nine Hundred, Ninety-Nine (1999),

BETWEEN PAGATS PROPERTIES, L.L.C., MARY M. PAGATS, sole owner thereof, a limited liability company, of the Township of Bethlehem, County of Northampton, and Commonwealth of Pennsylvania, (hereinafter called Grantor) party of the first part,

AND

PAGATS PROPERTIES, L.L.C., JAMES L. PAGATS, sole owner thereof, a limited liability company, of the Township of Bethlehem, County of Northampton, and Commonwealth of Pennsylvania, (hereinafter called the Grantee), party of the second part,

NOW THIS INDENTURE WITNESSETH, that the said Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States, unto its well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, released and confirmed, and by these presents does grant, bargain, and sell, release and confirm unto the said Grantee, its successors and assigns, as follows:

ALL THAT CERTAIN parcel of land situate at the southeast corner of Easton Avenue and Seventh Street in the Prospect Heights section of Bethlehem Township, Northampton County, Commonwealth of Pennsylvania, as surveyed November 12, 1949, by Daniel R. Cahill, Registered Professional Engineer, of Bethlehem, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at the southeast corner of the intersection of Easton Avenue and Seventh Street marked by an iron pipe monument, thence North eighty-one degrees thirty-six minutes East (N 81 degrees 36 minutes E) along the southern side of Easton Avenue and the northern side of former right-of-way of Easton Transit Company and Lehigh Valley Transit Company, a distance of one hundred ten and nine tenths (110.9) feet to a point in the western side of Beech Street marked by an iron pipe monument, thence south zero degrees and fifty-seven minutes East (S 0 degrees 57 minutes E) along the same a distance of one hundred nine and four tenths (109.4) feet to a point at the northeast corner of lot no. 3, thence south eighty-nine degrees and three minutes West (S 89 degrees 03 minutes W) along the northern side of lot No. 3, now or late of John Urschitz, also known as John Ursic, for other uses a distance of one hundred ten and no tenths (110.0) feet to a point in the eastern side of Seventh Street, thence north zero degrees fifty-seven minutes West (N 0 degrees, 57 feet W) along the same a distance of ninety-five and no tenths (95.0) feet to a point on the southern side of Easton Avenue at the place of beginning.

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IT BEING THE SAME PREMISES WHICH Mary M. Pagats, widow and not remarried, by her deed dated July 14, 1999, and recorded in the office of the Recorder of Deeds in and for Northampton County, Pennsylvania, at Easton, in Deed Book 1999-1, at page 108410, granted and conveyed unto Pagats Properties, L.L.C., Mary M. Pagats, sole owner thereof, Grantor herein.

THIS IS A TRANSFER BETWEEN MEMBERS OF THE SAME FAMILY OF AN OWNERSHIP INTEREST IN A REAL ESTATE COMPANY AND IS THUS EXEMPT FROM PENNSYLVANIA REALTY TRANSFER TAX. SEE 72 P.S. Sect. 8102-C-3. (20)

ALSO BEING KNOWN AS NORTHAMPTON COUNTY UNIFORM PARCEL IDENTIFIER NUMBER:

MAP N7NE4 BLOCK 54 LOT 12

TOGETHER with all and singular the improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any way appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest property, claim and demand whatsoever of the said Grantor, as well at law as in equity, of, in, and to the same.

TO HAVE AND TO HOLD the said hereditaments and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said Grantee, its heirs and assigns, to and for the only proper use and behoof of the said Grantee, its heirs, and assigns forever.

AND the said Grantor, its heirs, executors, and administrators do covenant, promise and agree, to and with the said Grantee, its heirs and assigns, by these presents, that the said Grantor, its heirs and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its heirs and assigns, against the said Grantee, its heirs and assigns, and against all and every person and persons, whomsoever lawfully claiming or to claim the same or any part thereof, by, from, or under them, or any of them, shall and will **SPECIALLY WARRANT and forever DEFEND.**

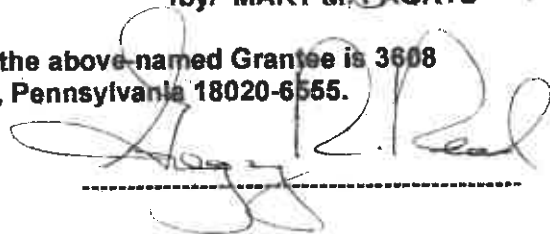
IN WITNESS WHEREOF, the party of the first part have hereunto set its hand and seal the date and year first above written.

WITNESS:




PAGATS PROPERTIES, L.L.C.,
/by/ MARY M. PAGATS

I hereby certify that the address of the above-named Grantee is 3608 Freemansburg Avenue, Bethlehem, Pennsylvania 18020-6555.



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DILBAG SINGH
3008 Willow Court, Bethlehem, PA 18020

November 18, 2020, As Amended November 23, 2020

Pagats Properties, LLC
3608 Freemansburg Avenue
Bethlehem, PA 18020-6555
Attn: James and Tammy Pagats

RE: Letter of Intent for Purchase and Sale of 3608 Freemansburg Avenue, Bethlehem, PA 18020; PIN N7NE4 54 12 0205 and 1740 7th Street, Bethlehem, PA 18020, PIN N7NE4 54 11 0205

Dear Mr. and Mrs. Pagats:

This letter of intent is a non-binding expression of the parties' interest in purchasing and selling the Property (as hereinafter defined) on the general terms and conditions described herein. It will also serve as the basis for negotiating a definitive purchase and sale agreement for the purchase and sale of the Property (the "Agreement of Sale"). This letter of intent supersedes all prior oral and written proposals between the parties. The proposed terms and conditions for the purchase and sale of the Property are as follows:

1. The Property. That certain property having an address at 3608 Freemansburg Avenue, Bethlehem, PA 18020-6555; PIN N7NE4 54 12 0205 and 1740 7th Street, Bethlehem, PA 18020, PIN N7NE4 54 11 0205 (collectively, the "Property").

2. Execution of Agreement of Sale. This letter of intent is not binding on the parties; it is only an expression of the basic terms and conditions to be incorporated in a formal written agreement. This letter of intent does not obligate either party to negotiate in good faith or to proceed to the completion of an agreement. The parties shall not be bound unless and until a formal agreement is executed by the parties, which must be in form and content satisfactory to each party and its counsel in their sole discretion. Neither party may rely on this letter of intent as creating any legal obligation of any kind and no third party shall have the right to rely on this letter of intent for any reason whatsoever. Buyer and Seller shall endeavor to enter into and execute the Agreement of Sale within thirty (30) business days from the execution of this letter of intent by both parties. Buyer's counsel shall prepare the initial draft of the Agreement of Sale.

The buyer in the Agreement of Sale shall be identified as Buyer or his assignee. If Buyer enters into the Agreement of Sale as an individual, prior to closing, Buyer shall have the right to assign the Agreement of Sale to an entity in which Buyer is affiliated without the prior written consent of Seller.

3. Purchase Price. Five Hundred Twenty Thousand Dollars (\$520,000.00) Dollars, all cash, in immediately available funds. The purchase price shall be paid by the Buyer at the closing of the sale of the Property. Upon execution of the Agreement of Sale, Buyer will pay a deposit of Fifty-Two Thousand Dollars (\$52,000.00) to be held in a non-interest bearing account by counsel for Buyer (the "Earnest Money Deposit").

4. No Financing Contingency. Buyer is prepared to pay all cash for the acquisition of the Property and its obligation to purchase the Property shall not be conditioned in any way on Buyer's ability to obtain financing, whether first mortgage or otherwise.
5. Zoning/Municipal Approval/Commonwealth Agency Contingency. During the Due Diligence Period (defined below), Buyer shall obtain approval from the applicable municipal authorities and Commonwealth agencies that Buyer is both permitted to use the Property as a gas station and convenience store and that the single wall underground tank(s) are permitted and can operate in their current condition.
6. Title to Property. Title shall be a good and marketable fee simple title and shall be insurable as such at regular rates by a title insurance company maintaining an office in the municipality/county in which the Property is located.
7. Closing Date. The closing of the transaction shall occur thirty (30) business days following the expiration of the Due Diligence Period (hereinafter defined) (the "Closing Date"). Each party shall have the right to adjourn the closing date for a period of thirty (30) days for any reason or no reason. The closing shall be effected through a customary escrow closing. Time shall be of the essence with respect to each party's obligations under the Agreement of Sale.
8. Closing Costs. Buyer shall pay the cost of the title commitment, title policy, and other title related costs, as well as any and all costs related to its due diligence investigation. Seller and Buyer shall each pay an equal share of the realty transfer tax assessed against the transaction. Seller shall pay the cost for deed preparation. Each party shall pay its own legal fees.
9. Credits and Prorations. The Agreement of Sale shall contain customary prorations with respect to rents, other lease payments, real estate taxes and any and all items customarily prorated between the parties in similar transactions.
10. Due Diligence Investigation. From and after the effective date of the fully-executed Agreement of Sale, and continuing for a period of ninety (90) days thereafter (the "Due Diligence Period"), Seller shall allow Buyer to have access to the Property to investigate and inspect (at Buyer's sole cost and expense) the legal, physical, economic, and environmental condition of the Property, and the suitability of the Property for Buyer's intended use thereof. The Due Diligence Period may be subject to reasonable extensions at the request of Buyer based upon pending zoning/municipal/Commonwealth approvals. If Buyer determines, in its sole and absolute discretion, that it is unsatisfied with any aspect of the Property prior to the expiration of the Due Diligence Period, then Buyer shall have the right to terminate the Agreement of Sale by written notice to Seller given prior to the expiration of the Due Diligence Period, in which event the Earnest Money Deposit shall be returned to Buyer.

No later than ten (10) business days following the effective date of the fully-executed Agreement of Sale, Seller shall provide to Buyer for its review, all information and documentation regarding the Property which is in the possession or control of Seller, its affiliates, and/or property manager (the "Due Diligence Materials"). Seller shall represent in the Agreement of Sale that to Seller's actual knowledge, the Due Diligence Materials constitute all of the information and documentation relating to the Property that is in Seller's possession or control.

Buyer understands and agrees that any on-site inspections of the Property, including Phase 1 and Phase 2 Environmental inspections, shall occur at reasonable times agreed upon by Seller and Buyer after reasonable prior written notice from Buyer to Seller (which shall, in all cases, be

at least twenty-four (24) hours in advance) and shall be conducted so as not to interfere with the use and operation of the Property and rights of Seller and the users and occupants of the Property. Buyer agrees not to contact, or have discussions, whether directly or indirectly, with any users or occupants of the Property without the prior written consent of Seller in each instance, which consent shall not be unreasonably withheld, conditioned, or delayed. If Buyer desires to do any invasive testing at the Property, then Buyer shall do so only after reasonable prior written notice to Seller (which shall, notwithstanding anything to the contrary contained above, be at least three (3) days in advance) and obtaining Seller's prior written consent thereto, which consent shall not be unreasonably withheld, conditioned, or delayed, and which consent, if given, may be subject to any terms and conditions imposed by Seller in its reasonable discretion, including, without limitation, the prompt restoration of the Property to substantially the same condition as existed prior to any such inspections or tests, at Buyer's sole cost and expense. Prior to conducting any physical inspection or testing at the Property, other than a mere visual examination, by Buyer or its agents, employees, contractors, or representatives, Buyer shall deliver insurance certificates to Seller evidencing that Buyer carries and maintains such general liability insurance policies with such companies and in such scope and amounts as are acceptable to Seller in its reasonable discretion, and in all cases, naming Seller as an additional insured party and loss payee thereunder. Buyer shall promptly furnish to Seller copies of any reports received by Buyer relating to its inspections of the Property.

11. Representations and Warranties. The Agreement of Sale shall contain representations and warranties from Seller with respect to the environmental, physical, and economic condition of the Property, title to the Property, the compliance of the Property with laws and other applicable requirements, the leases and leasing activities affecting the Property, and any other matters reasonably requested by Buyer. Seller's representations and warranties shall survive for a period of one hundred eighty (180) days following the closing.

12. Termination. This letter of intent shall automatically terminate and be of no further force and effect upon the earlier of: (a) the mutual execution of the Agreement of Sale by Buyer and Seller, and (b) the date of the written notice given by either Buyer or Seller terminating this letter of intent to the other. Notwithstanding anything to the contrary contained in the previous sentence, Paragraph 14 shall expressly survive the termination of this letter of intent.

13. Exclusive Negotiations. Seller shall not offer the Property for sale to anyone other than Buyer or enter into or continue any discussions with any third-party to acquire the Property until such time as this letter of intent has terminated in accordance with the provisions of Paragraph 12 herein.

14. Confidentiality. This letter of intent is being transmitted to you with the express understanding that its contents and the fact that it has been transmitted remain confidential. By execution of this letter of intent, each party agrees to maintain the confidentiality of the other party's involvement (including the identity of such other party) in a possible transaction as described herein, including, without limitation, the structure and pricing thereof as well as the terms of the transaction, and not disclose same to any person or entity other than: (a) on an as-needed basis, to such party's advisors, agents, business partners, consultants, lenders, and potential lenders and the applicable party shall inform them of the confidentiality requirements of this letter of intent and their duty to comply with its terms; (b) with respect to any other disclosures required by law; or (c) disclosures consented to by both parties. This Paragraph 14 is a binding obligation and shall survive for a period of six (6) months from the date of this letter of intent first written above.

15. Non-Binding. This letter of intent is a non-binding proposal and may be terminated without penalty at any time and for whatever reason by either party in accordance with the terms of Paragraph 12 herein. This letter of Intent should not be considered as a commitment to sell or purchase

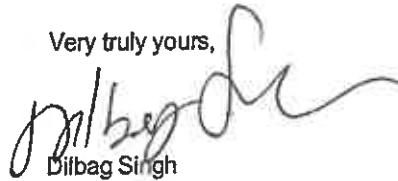
by either party, as the purchase and sale is expressly conditioned upon the execution and delivery of a mutually satisfactory Agreement of Sale.

By signing this letter of Intent, the parties agree that unless and until a definitive Agreement of Sale is prepared and executed by all parties involved, there is no commitment on Seller's part to convey the Property nor on Buyer's part to pay any consideration for the conveyance of the Property. Notwithstanding the foregoing, the parties acknowledge and agree that the provisions of Paragraph 13 and Paragraph 14, together with this paragraph, are binding and enforceable against the parties. Except as specifically set forth in this Paragraph 15, nothing contained in this letter of intent shall be deemed or construed to constitute a binding agreement between the parties.

This letter of intent may be signed in two or more counterparts and by facsimile or PDF format with scan attachment, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same agreement.

If the foregoing terms and conditions are acceptable to you, please execute and return to us the executed letter. This letter may be signed in one or more counterparts, each of which may be an original or copy and all of which when taken together shall constitute one and the same instrument.

Very truly yours,



Dilbag Singh

AGREED TO AND ACCEPTED THIS 25 DAY
OF NOVEMBER, 2020:

PAGATS PROPERTIES, LLC

By: 
James L. Pagats
President

cc: Ryan C. Dietrick
Sara Hogan, Esquire

PROCEDURES APPLICABLE TO APPLICANTS AND THIRD PARTIES APPEARING
BEFORE THE ZONING HEARING BOARD OF BETHLEHEM TOWNSHIP

1. The Board on its own motion may choose to first hear those uncontested cases where the parties stipulate that all testimony will be presented within a limited time frame (usually 15 minutes or less).
2. Unless amended or extended by motion of the Board, hearings commence at 6:30 pm, and conclude at 10:00 pm. Continuation of hearings will be rescheduled at the convenience of the Board.
3. An Applicant seeking an "Interpretation" by the Board of some provision found within the zoning code must reflect upon the Applicant's initial application the exact wording of the proposed interpretation the Applicant seeks the Board to render in favor of the Applicant.
4. At the commencement of the hearing, the Applicant must advise the Board of the specific remedy sought, including the sections of the zoning or Saldo ordinance that are applicable. The applicant must further advise the Board whether any remedy sought in the original written application has been amended, altered or deleted. If a variance is sought, the Applicant must state for the record three separate numbers or dimensions: the number or dimension found in the Code, the number or dimension proposed by the Applicant, and the number or dimension of the variance sought.
5. The Prothonotary of Northampton County requires that all documents filed with that office be presented on eight and one half by eleven inch paper. Applicants appearing before the Board may submit an exhibit of any size, if the same is legible. However, the submission must also be accompanied by a copy that is no larger than eight and one half by eleven inches. If the Applicant fails to do so, and an appeal is thereafter taken to the Northampton County Court and if the Board and its stenographer are then required to create copies, the dimensions of which must comply with the Prothonotary's requirements, the cost of such labors shall be billed to the party who submitted the exhibit. Documents submitted into evidence become part of the permanent Board record, and can not be returned to the submitting party.
6. The Board may on occasion require that its solicitor formally record a Board Opinion at the Office of the Recorder of Deeds of Northampton County. If the Opinion is favorable to the Applicant, the Board may require that the Applicant reimburse the Township for the cost of such recordation.
7. Parties appearing before the Board who claim that they did not receive adequate notice of the hearing are deemed, by their presence before the Board, to have received adequate notice.
8. The Board is not required to adhere to the strict rules of evidence. Nonetheless, parties are advised that the submission of letters, documents, petitions, and other forms of

communication or statements alleged to have been drafted by third parties not presently before the Board or subject to cross-examination may be deemed to be hearsay and may be ruled to be inadmissible as evidence.

9. Individuals other than the Applicant who seek to be parties of record must enter their written appearance before the Board at the commencement of proceedings. Individuals will not be permitted to enter an appearance after proceedings have commenced, unless granted leave to do so by the Board for good cause shown.
10. Individuals who seek to testify or place evidence on the record must be administered an oath by the court stenographer or other appropriate representative of the Board.
11. The Board is empowered to issue subpoenas to compel the presentation of testimony or documentation. Parties seeking to have the Board issue a subpoena must give adequate notice to the Board by submitting such a request in writing to the zoning administrator within a reasonable time prior to commencement of the formal hearing. After a hearing commences, a subpoena will issue only upon good cause shown.
12. A party seeking to appeal a decision of the Board maintains the responsibility to order an original transcript of the proceedings from the Board stenographer. Such a party must pay the stenographer in advance the statutory fee applicable to transcription of the record.
13. The Board deliberates in public. The public is invited to be present during such deliberations, but may not take part in the deliberations, or interrupt the Board. The use of cameras and recording devices is prohibited during deliberations, unless leave to do so has been pre-approved by the Board.
14. The use of cameras during the Board's hearings must be pre-approved by the Board. If a third party seeks to electronically record the testimony presented during a hearing, such a party must first identify himself, and the form of recording device being utilized. The Board may, at its option, decline to permit the use of cameras or recording devices during a hearing.
15. A party may at time of hearing seek to use an electronic device to project an image on a screen for review by the Board, but such an image must also be captured upon a document which is simultaneously submitted into evidence.
16. A party seeking a continuance of a hearing must appear before the Board to request same. Objectors and other third parties may be heard as well. If the Board grants a continuance request, the same may be conditioned upon the Applicant paying for re-advertising costs and further conditioned upon the Applicant mailing appropriate notice of the continuance to owners of record existing within the statutory notice area. The Board may refuse to grant a continuance where good cause is not shown.
17. Where a tract of real estate or a portion thereof has been the object of the Board's prior consideration resulting in the execution of a formal Opinion, the Applicant shall append

- to the present application for relief a copy of any prior Opinion rendered by the Board. It is incumbent upon the Applicant to inquire of the zoning administrator to confirm whether such a prior Opinion exists.
18. A written copy of these Board Procedures is to be appended to every zoning application tendered to an Applicant. The Applicant is to affirm upon any executed zoning application submitted to the Board that the Applicant has read these procedures, and is conversant with same. Copies of these Board Procedures are also to be made available to the public at time of any zoning hearing. These procedures are to appear upon the Township website.
 19. Zoning hearings shall be conducted as follows: The Applicant will present its case. Each witness shall be subject to cross-examination. At the conclusion of the Applicant's case, any interested party of record may present testimony or documentation, and witnesses thusly called will similarly be subject to cross-examination. At the conclusion of the case, the parties shall rest, whereupon the Board shall entertain closing argument.
 20. The Board requests that public comments other than testimony by third parties be limited to five minutes. Those offering comments are discouraged from appearing multiple times and should organize their comments for singular presentation.

AMENDED BYLAW #1 "NOTICE OF ZONING HEARING"

WHEREAS, the Township of Bethlehem, hereinafter the "Township", did, the 15th day of December, 1997, promulgate a Zoning Ordinance, hereinafter the "Ordinance", which Ordinance took effect the 20th day of December, 1997; and

WHEREAS, the Zoning Ordinance was adopted by Bethlehem Township Ordinance #8-97, and was most recently amended on April 1, 2010; and

WHEREAS, the Ordinance does, at Section 275-11.D.3, empower the Zoning Hearing Board, hereinafter the "Board", of the Township to enact those bylaws necessary to fulfill the mandates of the Ordinance; and

WHEREAS, 53 P.S. 10908(1), "The Municipal and Quasi-Municipal Corporation Law", hereinafter the "Statute", requires that public notice of a zoning hearing take that form as prescribed by the Township Ordinance or by rule of the Board;

NOW THEREFORE, the Board, authorized aforesaid to enact bylaws as maybe necessitated to comply with the above Statute and Ordinance, does, by unanimous consent of the Board, and after public hearing, propound the following bylaws:

1. Should an applicant or petitioner seek to place a matter upon the formal agenda of the Board for consideration at time of zoning hearing, the applicant-petitioner shall maintain the sole burden of establishing at time of public hearing that the applicant-petitioner has complied with the notice requirements reflected in the present bylaws.

2. It shall be the responsibility of the applicant-petitioner to obtain the current name and address of each owner of real estate, and the accompanying Northampton County tax parcel identification number of every parcel of real estate, any portion of which exists within 400 feet of the lot lines of the subject lot, except such distance shall be reduced to 200 feet if an application only involves a side or rear yard setback for a dwelling or an accessory use to a dwelling. The above information shall be accompanied by a map depicting the parcel identification numbers, and identifying each such neighboring parcel in relationship to the real estate subject to the zoning appeal.

3. The applicant-petitioner shall, at time of submission of the application, present the above information to the Bethlehem Township Zoning Administrator, who shall thereupon tender to the applicant-petitioner the form of written notice which must be submitted by the applicant-petitioner to the surrounding neighbors advising the latter of the date, location, and nature of the zoning hearing and zoning remedy or remedies sought.

4. The applicant-petitioner must correctly complete the written notice, and submit same to the surrounding neighbors, either through the U.S. Mail, or by personal service, within seven (7) days prior to the hearing. Proof of this service must be submitted at time of the formal zoning hearing. Proof of personal service shall be submitted at time of the zoning hearing by affidavit as required by the Board. Proof of First Class or similar mailing through the U.S. Mail shall be submitted by introduction of a postal receipt, or

similar proof that such mailing was timely pursued, with presentation to the Board at time of hearing of any returned or unclaimed mailings.

5. The Township, Board, and Zoning Administrator shall only maintain the responsibility of advertising the formal zoning hearing in a newspaper of general circulation as required by the above Statute.

6. It shall be the responsibility of the Township Office Staff at least one week prior to the date of the public zoning hearing to conspicuously post upon the real estate written notice of the zoning hearing as required by law. At time of the hearing, the Zoning Administrator or his authorized representative shall present testimony confirming that posting of notice has been successfully accomplished.

7. If it is alleged that compliance with the notice provisions has not occurred, the Board may entertain testimony to determine if good faith was duly exercised. Should the Board rule that good faith occurred permitting the petitioner to proceed, the petitioner may then proceed at his or her peril, subject to possible objection by the party who may not have received notice.

8. Where a neighboring property is titled in the name of an entity other than a human being, notice may be addressed or delivered to the secretary of such entity at the address listed at the Northampton County Courthouse.

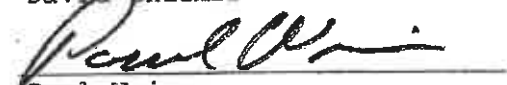
These bylaws have, this 24th day of August, 2018, been adopted by the members of the Zoning Hearing Board after discussion and vote at public meeting.




Stephen M. Szy



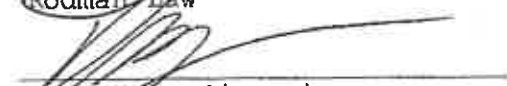
David Chismar



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Rodman Law



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