



Eckert Seamans Cherin & Mellott, LLC
213 Market Street
8th Floor
Harrisburg, PA 17101

TEL: 717 237 6000
FAX: 717 237 6019

Michael McAuliffe Miller
717 237 7174
mmiller@eckertseamans.com

June 22, 2026

SENT VIA US MAIL

MaryAnn Pruden
[REDACTED]
[REDACTED]

Dear Ms. Pruden:

Our client, South Hanover Township ("Township") has forwarded your request pursuant to the Pennsylvania Right to Know Law, 65 P.S. § 67.101 et seq. (the "RTKL"), for handling and for processing the records which have been sent to us by the Township.

Your Right to Know Law Request to the Township for records under the RTKL, received on May 18, 2026 has been reviewed. A Notice of Extension of Time was mailed to you on May 20, 2026. A response is below in accordance with the 30-day extension of time permitted under Section 67.902(b)(2) of the RTKL. *

Request: *Evidence of any and all communications during the last 24 months by or between HCI DP Land Acquisition, LLC aka "Hanover" and any member of the South Hanover Township Board of Supervisors, South Hanover Township Planning Committee and/or South Hanover Township Solicitor including, but not limited to:*

Phone logs

Emails

Letters

Meetings (In person or conference)

Notes, transcripts or other documentation pertaining to any of the above

Response: Preliminarily, your request with respect to communications between HCI DP Land Acquisition, LLC (a.k.a. "Hanover") and the South Hanover Township Board of Supervisors and Planning Commission is generally denied, because it was not sufficiently specific in terms of scope, subject matter, or time frame. 65 P.S. § 67.703. Since your request is insufficiently specific to enable the Township to formulate a search for records, the Township would be required to make judgment calls as to which records you are requesting. To the extent the Township was able to interpret your request, your request is granted in part. Please find included

with this response communications between the Hanover Company and the South Hanover Board of Supervisors.

With respect to your request for communications by or between Hanover and the South Hanover Township Planning Commission, your request is denied because the Township does not have the requested records within its possession, custody, or control. Section 705 of the RTKL states that when responding to a request for access, an agency shall not be required to create a record which does not currently exist or to compile, maintain, format or organize a record in a manner in which the agency does not currently compile, maintain, format or organize the record. The Township submits, after conducting a reasonable search, that the requested documentation does not exist.

With respect to your request for communications by or between Hanover and the Township's Solicitor, your request is granted. As you will note, the Hanover Company's communications with the Township's Solicitor largely copied the Solicitor regarding its opposition to the draft ordinance. In addition, the Hanover Company's requested revisions were in the main, not accepted by the Township following its objections. Finally, to the extent there are any redactions, such redactions were made pursuant to the Attorney/Client Privilege. See *Hemler v. Borough of Gettysburg*, OOR Dkt. AP 2017-1495 (citing *Nationwide Mutual Ins. Co. v. Fleming*, 824 A. 2d 1259, 1263-64.).

Finally, with respect to your request for "notes, transcripts or other documentation pertaining to any of the above," your request is denied because it was not sufficiently specific in terms of scope, subject matter, or time frame. 65 P.S. § 67.703. Your request is further denied under 65 P.S. § 67.708(b)(12), which exempts "Notes and working papers prepared by or for a public official or agency employee used solely for that official's or employee's own personal use, including telephone message slips, routing slips and other materials that do not have an official purpose." The OOR has clarified that this exemption "serves to protect notes and working papers created by [a] public official or employee regarding agency-related business, but not for an 'official' function." *Escalera v. Adams County*, OOR Dkt. AP 2010-0552. Records exempt under this section must be necessary for an agency official or employee to carry out his or her business but not distributed outside of the individual's office. See *Department of Labor & Industry v. Tabor*, No. 525 C.D. 2015 (Pa.Cmwlt. March 31, 2016)(unreported); see also, *Glunk v. Department of State*, 102 A.3d 605 (Pa.Cmwlt. 2014).

Request: *Additionally, any and all information, communications, notes or other pertaining to the selection process in determining which land to be included in the Data Center Overlay.*

Response: Denied. Preliminarily, your request is generally denied because it was not sufficiently specific in terms of scope, subject matter, or time frame. 65 P.S. § 67.703. Since your request is insufficiently specific to enable the Township to formulate a search for records, the Township would be required to make judgment calls as to which records you are requesting.

Your request is further denied because the Township does not have the requested records within its possession, custody, or control. Section 705 of the RTKL states that when responding to a request for access, an agency shall not be required to create a record which does not currently exist or to compile, maintain, format or organize a record in a manner in which the agency does not currently compile, maintain, format or organize the record. By way of further response, the Township tasked its Solicitor with preparing an initial draft ordinance, which included, from its inception, the Data Center Overlay.

You have the right to appeal a denial of access to records in writing to Liz Wagenseller, Executive Director, PA Office of Open Records, 555 Walnut Street, Suite 605, Harrisburg, Pennsylvania 17101. If you choose to file an appeal, the appeal must be filed within 15 business days of the mailing date of this response. Please be advised that this correspondence will serve to close this record with our office as permitted by law.

Please contact this office with any questions or concerns regarding this matter.

Regards,

Michael McAuliffe Miller

Michael McAuliffe Miller

Charles M. Courtney

McNees Wallace & Nurick LLC

100 Pine Street, P.O. Box 1166

Harrisburg, PA 17108-1166

Direct Telephone: 717.237.5296

Mobile: 717.856.5090

Direct Fax: 717.260.1676

ccourtney@mwn.com

<Picture (Device Independent Bitmap) 1.jpg>

The foregoing message may be protected by the attorney-client privilege. If you believe it has been sent to you in error, do not read it. Please reply to the sender that you have received the message in error, then delete it. Thank you.

From: Dan Gordon <dgordon@hanoverco.com>
Sent: Friday, June 20, 2025 12:20 PM
To: Courtney, Charles <CCourtney@mcneeslaw.com>; Lynn Wuestner
<lwuestner@southhanover.org>
Cc: Stephen Cordaro <scordaro@southhanover.org>; J. STUDER [REDACTED]
Subject: RE: Hanover/Quarry - PennDOT TIS Review

Thanks, Charlie. Lynn – Always here if you want to chat. Definitely haven't gone away or lost interest in the deal. Just focused on the Derry Township process for the moment. Charlie is the best of the resources but, again, feel free to call me if you want to discuss.

Best,
Dan

Dan Gordon
Regional Development Partner – NE Industrial
Hanover Company
7200 Wisconsin Ave | Suite 820
Bethesda, MD 20814

Hanover Company

7200 Wisconsin Ave | Suite 820

Bethesda, MD 20814

Cell: 202.747.4583



HANOVER
COMPANY

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Stephen Cordaro <scordaro@southhanover.org>

Sent: Friday, August 30, 2024 11:23 AM

To: Lynn Wuestner <lwuestner@southhanover.org>; Courtney, Charles <CCourtney@mcneeslaw.com>

Cc: Dan Gordon <dgordon@hanoverco.com>; Jack Studer (Home) [REDACTED]

Subject: Re: Hanover Company/Quarry and Mumma Properties - Land Development Plans

Charlie: I would like to follow up on our meeting with you and Dan. We can do it by phone, zoom, or Teams. You can make the arrangements with Lynn. Thanks, Steve Cordaro.

[REDACTED]

From: Dan Gordon <dgordon@hanoverco.com>

Sent: Tuesday, September 3, 2024 3:12 PM

To: Lynn Wuestner <lwuestner@southhanover.org>; Stephen Cordaro <scordaro@southhanover.org>; Courtney, Charles <CCourtney@mcneeslaw.com>

Cc: Jack Studer (Home) [REDACTED]

Subject: RE: Hanover Company/Quarry and Mumma Properties - Land Development Plans

Lynn,

We would definitely like to come in for a meeting later this week or early next week. I believe Charlie is out of pocket but we will circle back.

Best,
Dan

Dan Gordon
Regional Development Partner – NE Industrial

From: Dan Gordon <dgordon@hanoverco.com>
Sent: Thursday, October 30, 2025 2:11 PM
To: Stephen Cordaro <scordaro@southhanover.org>; Lynn Wuestner <lwuestner@southhanover.org>
Cc: Charlie Courtney <ccourtney@mcneeslaw.com>; J. STUDER <[REDACTED]>
Subject: Re: Follow Up

10 am on the 10th works for Charlie and me. Could also do 9 or 930 if that was preferred. Jack
- Let us know if it works for you.

Best,
Dan

Dan Gordon
Regional Development Partner – NE Industrial
Hanover Company
7200 Wisconsin Ave | Suite 820
Bethesda, MD 20814
Cell: 202.747.4583



HANOVER
COMPANY

From: Stephen Cordaro <scordaro@southhanover.org>

Sent: Thursday, October 30, 2025 1:42 PM

To: Lynn Wuestner <lwuestner@southhanover.org>; Dan Gordon <dgordon@hanoverco.com>

Cc: Charlie Courtney <ccourtney@mcneeslaw.com>; J. STUDER [REDACTED]

Subject: RE: Follow Up

I am available most of the day at this point. Thanks, Steve Cordaro.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: Dan Gordon <dgordon@hanoverco.com>

Sent: Thursday, October 30, 2025 1:14 PM

To: Lynn Wuestner <lwuestner@southhanover.org>

Cc: Charlie Courtney <ccourtney@mcneeslaw.com>

Subject: Follow Up

Lynn,

I saw Steve last night at the ZHB and he suggested that we meet again between the November 5 planning commission meeting and the November 11 board meeting. Could we pull everyone together on November 10?

Best,
Dan

Dan Gordon
Regional Development Partner – NE Industrial
Hanover Company
7200 Wisconsin Ave | Suite 820
Bethesda, MD 20814
Cell: 202.747.4583



HANOVER
COMPANY

From: Dan Gordon <dgordon@hanoverco.com>
Sent: Monday, December 29, 2025 3:48 PM
To: Stephen Cordaro <scordaro@southhanover.org>; Lynn Wuestner <lwuestner@southhanover.org>
Cc: Charlie Courtney <ccourtney@mcneeslaw.com>
Subject: Hummelstown - Follow Up

Steve / Lynn,

Should we be scheduling a follow up meeting to review the revisions to the data center ordinance?

Best,
Dan

Dan Gordon
Regional Development Partner – NE Industrial
Hanover Company

Any use, copying, disclosure, and/or distribution of this email message and/or any files transmitted with it by someone other than the intended recipient(s) is prohibited. Thank you.

Neither this information block, the typed name of the sender, nor anything else in this email message is intended to constitute an electronic signature and/or create an enforceable contract unless a specific statement to the contrary is included in this email message.

From: Dan Gordon <dgordon@hanoverco.com>
Sent: Tuesday, January 27, 2026 6:14:17 PM
To: Stephen Cordaro <scordaro@southhanover.org>; Courtney, Charles <CCourtney@mcneeslaw.com>
Cc: Michael McAuliffe Miller <MMiller@eckertseamans.com>; Lynn Wuestner <lwuestner@southhanover.org>
Subject: [External] Re: Draft Data Center Ordinance Update

Steve / Mike - I don't understand the reasoning for rejecting the suggested change here. Is the intent to prohibit a substation or a data center accessory use? If not, why not revise the language?

If we do this in a way that doesn't make sense, we just make the overlay unusable and end up back in a world where, even if data center turns out to be feasible, we are just pushing the warehouse project forward.

Dan

Dan Gordon
Regional Development Partner – NE Industrial
Hanover Company
7200 Wisconsin Ave | Suite 820
Bethesda, MD 20814
Cell: 202.747.4583



From: Stephen Cordaro <scordaro@southhanover.org>
Sent: Tuesday, January 27, 2026 4:09 PM
To: Courtney, Charles <CCourtney@mcneeslaw.com>
Cc: Michael Miller <mmiller@eckertseamans.com>; Lynn Wuestner <lwuestner@southhanover.org>; Dan Gordon <dgordon@hanoverco.com>
Subject: RE: Draft Data Center Ordinance Update

I will defer to our Solicitor's response to your concern. Thanks, Steve Cordaro.

From: Courtney, Charles <CCourtney@mcneeslaw.com>
Sent: Tuesday, January 27, 2026 4:03 PM
To: Stephen Cordaro <scordaro@southhanover.org>; Dan Gordon <dgordon@hanoverco.com>
Cc: J. STUDER <[REDACTED]>; Lynn Wuestner <lwuestner@southhanover.org>; Michael McAuliffe Miller <mmiller@eckertseamans.com>
Subject: RE: Draft Data Center Ordinance Update

Steve – As drafted, 2204.1.C seems to restrict the property to "data center principal uses," which raises the questions of (i) whether accessory uses are permitted and (ii) whether on "data center principal uses" includes only data centers or the other principal use that is permitted in the DCO (Electric and water utility transmission and distribution facilities including substations, water pumping stations, reservoirs and the like). I believe that the intent was both, both. Accordingly, it would be better to read:

The minimum overall tract area for development of data centers is 410 acres. Upon development of any data center building within the overall tract area, the entirety of such overall tract area depicted on a land development plan shall be reserved for data center permitted DCO principal uses and any accessory uses thereto until all such data center DCO principal uses on the overall tract area are abandoned or otherwise cease.

The bond language is not ideal but we understand the concern and will have to try to live with it.

Charlie

Charles M. Courtney
McNees Wallace & Nurick LLC
100 Pine Street, P.O. Box 1166
Harrisburg, PA 17108-1166
Direct Telephone: 717.237.5296
Mobile: 717.856.5090
Direct Fax: 717.260.1676
ccourtney@mwn.com



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From: Stephen Cordaro <scordaro@southhanover.org>
Sent: Tuesday, January 27, 2026 3:18 PM
To: Dan Gordon <dgordon@hanoverco.com>; Courtney, Charles <CCourtney@mcneeslaw.com>
Cc: J. STUDER <[REDACTED]>; Lynn Wuestner <lwuestner@southhanover.org>; Michael McAuliffe Miller <mmiller@eckertseamans.com>
Subject: Draft Data Center Ordinance Update

[EXTERNAL]

Dan and Charlie: There are a couple of updates to the draft ordinance that you should be aware of before we take action to approve advertising tonight.

In section 2204.1.C the wording was tweaked to focus on principle use, but that still allows accessory uses:

The minimum overall tract area for development of data centers is 410 acres. Upon development of any data center building within the overall tract area, the entirety of such overall tract area depicted on a land development plan shall be reserved for data center principal uses until all such data center principal uses on the overall tract area are abandoned or otherwise cease.

In section 2211.4 the consensus of the Board is to have the bonding section included with updates to focus on the decommissioning and removal of electronic material (E-waste) and

any other hazardous materials. The decommissioning wording was revised a little to add a reference to the bonding section 2213, which was added back in with wording added to focus on the removal of the E-waste and other hazardous material.

. A decommissioning plan shall be submitted as part of any Land Development submission showing the handling of any hazardous material and protection of any water sources upon closure of the facility and shall show how the site will be returned to a neutral state, being a condition that is easily adapted to similar uses, and the handling and removal of any Electronic Waste (also known as "E- Waste") and/or any other hazardous material that may be present on the site. Such decommissioning plan shall include the requirement as set forth in Section 2213 (Bond Required for Data Centers).

In section 2213 the type of acceptable financial security is detailed to three types. However, a few of the Board members have concerns about the irrevocable letter of credit, as we have had some problems at the Township with that type of security in the past. There is a chance that it may not be included in the final draft version approved for advertisement, hopefully tonight.

? 2213. Bond Required for Data Centers.

1. The Data Center facility owner must post a bond when the application for such a system is filed with the Township in an amount determined by the Township's Engineer, to ensure the proper decommissioning of the handling and removal of any Electronic Waste (also known as "E-Waste") and/or any other hazardous material that may be present on the site of Data Center. The applicant for a zoning permit for a Data Center shall execute an agreement with the Township providing financial security in an amount equal to one hundred twenty-five percent (125%) of the estimated cost to decommission the handling and removal of any Electronic Waste (also known as "E-Waste") and/or any other hazardous material that may be present on the site of the Data Center. The estimated cost shall be prepared by the Applicant and shall be in writing itemizing the costs. The estimated costs shall be subject to the approval of the Township. The financial security shall be in the form of one of the following:

- A. funds deposited with the Township;
- B. a bond from an entity acceptable to the Township; or
- C. an irrevocable letter of credit from an entity acceptable to the Township.

2. The agreement and financial security shall remain in effect until the decommissioning process has concluded and any Electronic Waste (also known as "E-Waste") and/or any other hazardous material that may be present on the site have been removed or remediated at the discretion of the Township. The financial security may be utilized by the Township to pay the costs of repair, replacement, dismantling, removal and/or restoration of the Data Center or the land as provided herein. Every five (5) years, a new estimate of the said costs shall be submitted to the Township in writing by the owner of the Data Center. The said estimate shall be subject to the approval of the Township. The said financial security shall be adjusted to remain equal to one hundred twenty-five percent (125%) of the said estimated costs. In the event the Township utilizes the said financial security as herein provided, the owner of the Data Center shall, immediately, replace the funds so utilized to the extent necessary to provide financial security in the amount of the said one hundred twenty-five percent (125%). The Township shall be entitled to an administrative fee of ten percent (10%) of the cost of any work done by it pursuant hereto. The same may be deducted from the financial security. Should the financial security not be sufficient to pay the costs and fees, the owner of the Data Center and landowner shall be held jointly and severally liable for the costs and fees not paid from the financial security. The agreement referred to herein shall be prepared by the Applicant. All costs, expenses and fees incurred by the Township in reviewing the estimates or enforcing the said agreement shall be paid by the Applicant within ten (10) days of receiving a bill for the same.

I think that these changes in wording accomplish what we are trying to do in a format that is acceptable to the Board while maintaining the viability of the data center use. Please call me this afternoon if you wish to discuss this further. Thanks, Steve Cordaro.

From: Courtney, Charles <CCourtney@mcneeslaw.com>

Sent: Tuesday, January 27, 2026 4:02:53 PM

To: Stephen Cordaro <scordaro@southhanover.org>; Dan Gordon <dgordon@hanoverco.com>

Cc: J. STUDER <[REDACTED]>; Lynn Wuestner <lwuestner@southhanover.org>; Michael McAuliffe Miller <MMiller@eckertseamans.com>

Subject: [EXTERNAL] RE: Draft Data Center Ordinance Update

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The minimum overall tract area for development of data centers is 410 acres. Upon development of any data center building within the overall tract area, the entirety of such overall tract area depicted on a land development plan shall be reserved for ~~data center~~ permitted DCO principal uses and any accessory uses thereto until all such ~~data center~~ DCO principal uses on the overall tract area are abandoned or otherwise cease.

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it.

Charlie

Charles M. Courtney

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Sent: Tuesday, January 27, 2026 3:18 PM

To: Dan Gordon <dgordon@hanoverco.com>; Courtney, Charles <CCourtney@mcneeslaw.com>

Cc: J. STUDER [REDACTED] Lynn Wuestner <lwuestner@southhanover.org>; Michael McAuliffe Miller <mmiller@eckertseamans.com>

Subject: Draft Data Center Ordinance Update

[EXTERNAL]

Dan and Charlie: There are a couple of updates to the draft ordinance that you should be aware of before we take action to approve advertising tonight.

In section 2204.1.C the wording was tweaked to focus on principle use, but that still allows accessory uses:

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In section 2211.4 the consensus of the Board is to have the bonding section included with updates to focus on the decommissioning and removal of electronic material (E-waste) and any other hazardous materials. The decommissioning wording was revised a little to add a reference to the bonding section 2213, which was added back in with wording added to focus on the removal of the E-waste and other hazardous material.

. A decommissioning plan shall be submitted as part of any Land Development submission showing the handling of any hazardous material and protection of any water sources upon closure of the facility and shall show how the site will be returned to a neutral state, being a condition that is easily adapted to similar uses, and the handling and removal of any Electronic Waste (also known as "E- Waste") and/or any other hazardous material that may be present on the site. Such decommissioning plan shall include the requirement as set forth in Section 2213 (Bond Required for Data Centers).

In section 2213 the type of acceptable financial security is detailed to three types. However, a few of the Board members have concerns about the irrevocable letter of credit, as we have had some problems at the Township with that type of security in the past. There is a chance that it may not be included in the final draft version approved for advertisement, hopefully tonight.

? 2213. Bond Required for Data Centers.

1. The Data Center facility owner must post a bond when the application for such a system is filed with the Township in an amount determined by the Township's Engineer, to ensure the proper decommissioning of the handling and removal of any Electronic Waste (also known as "E-Waste") and/or any other hazardous material that may be present on the site of Data Center. The applicant for a zoning permit for a Data Center shall execute an agreement with the Township providing financial security in an amount equal to one hundred twenty-five percent (125%) of the estimated cost to decommission the handling and removal of any Electronic Waste (also known as "E-Waste") and/or any other hazardous material that may be present on the site of the Data Center. The estimated cost shall be prepared by the Applicant and shall be in writing itemizing the costs. The estimated costs shall be subject to the approval of the Township. The financial security shall be in the form of one of the following:
 - A. funds deposited with the Township;
 - B. a bond from an entity acceptable to the Township; or
 - C. an irrevocable letter of credit from an entity acceptable to the Township.
2. The agreement and financial security shall remain in effect until the decommissioning process has concluded and any Electronic Waste (also known as "E-Waste") and/or any other hazardous material that may be present on the site have been removed or remediated at the discretion of the Township. The financial security may be utilized by the Township to pay the costs of repair, replacement, dismantling, removal and/or restoration of the Data Center or the land as provided herein. Every five (5) years, a new estimate of the said costs shall be submitted to the Township in writing by the owner of

the Data Center. The said estimate shall be subject to the approval of the Township. The said financial security shall be adjusted to remain equal to one hundred twenty-five percent (125%) of the said estimated costs. In the event the Township utilizes the said financial security as herein provided, the owner of the Date Center shall, immediately, replace the funds so utilized to the extent necessary to provide financial security in the amount of the said one hundred twenty-five percent (125%). The Township shall be entitled to an administrative fee of ten percent (10%) of the cost of any work done by it pursuant hereto. The same may be deducted from the financial security. Should the financial security not be sufficient to pay the costs and fees, the owner of the Data Center and landowner shall be held jointly and severally liable for the costs and fees not paid from the financial security. The agreement referred to herein shall be prepared by the Applicant. All costs, expenses and fees incurred by the Township in reviewing the estimates or enforcing the said agreement shall be paid by the Applicant within ten (10) days of receiving a bill for the same.

I think that these changes in wording accomplish what we are trying to do in a format that is acceptable to the Board while maintaining the viability of the data center use. Please call me this afternoon if you wish to discuss this further. Thanks, Steve Cordaro.

From: Stephen Cordaro <scordaro@southhanover.org>

Sent: Tuesday, January 27, 2026 3:54:32 PM

To: Dan Gordon <dgordon@hanoverco.com>; Courtney, Charles <ccourtney@mcneeslaw.com>

Cc: J. STUDER <[REDACTED]>; Lynn Wuestner <lwuestner@southhanover.org>; Michael McAuliffe Miller <MMiller@eckertseamans.com>

Subject: [EXTERNAL] RE: Draft Data Center Ordinance Update

Dan / Charlie; Here is the full redline draft FYI. The wording change to principle use was recommended by our Solicitor who has seen it used before. Accessory uses will still be included since they are in the overlay ordinance. The bonding amount should be established by the same process that the financial security for a SALDO project is established. Your engineer should provide a cost estimate for the Township to review. We provide our comments and usually come to an agreement on the individual cost items and the total amount. A mutually selected third party engineer would be engaged if an agreement cannot be reached. I have never had this used in my engineering career as both parties are usually reasonable and able to work out a mutually acceptable cost. We'll wait for your and Charlie's comments. We would very much like to take action tonight since these updates should be able to get the Board's approval to advertise the draft ordinance. Thanks, Steve Cordaro.

From: Dan Gordon <dgordon@hanoverco.com>

Sent: Tuesday, January 27, 2026 3:37 PM

To: Stephen Cordaro <scordaro@southhanover.org>; Courtney, Charles <ccourtney@mcneeslaw.com>

Cc: J. STUDER <[REDACTED]>; Lynn Wuestner <lwuestner@southhanover.org>; Michael McAuliffe Miller <mmiller@eckertseamans.com>

Subject: Re: Draft Data Center Ordinance Update

Steve,

I'm concerned about this. Can you send me the full Word document for the legislation so that I can run a redline and see what's happening here?

I don't understand the reservation for data center principal uses. Accessory uses need to be included. I think drafting it this way may nullify that which would make the data center overlay unusable. It could state "principal and accessory uses" and that might presumably work.

I think we need revisions to 2213. In 2213(1), I would ask to replace "an amount" with "a reasonable amount". I'll defer to Charlie on 2213(2).

Thanks,
Dan

Dan Gordon
Regional Development Partner – NE Industrial
Hanover Company
7200 Wisconsin Ave | Suite 820
Bethesda, MD 20814
Cell: 202.747.4583



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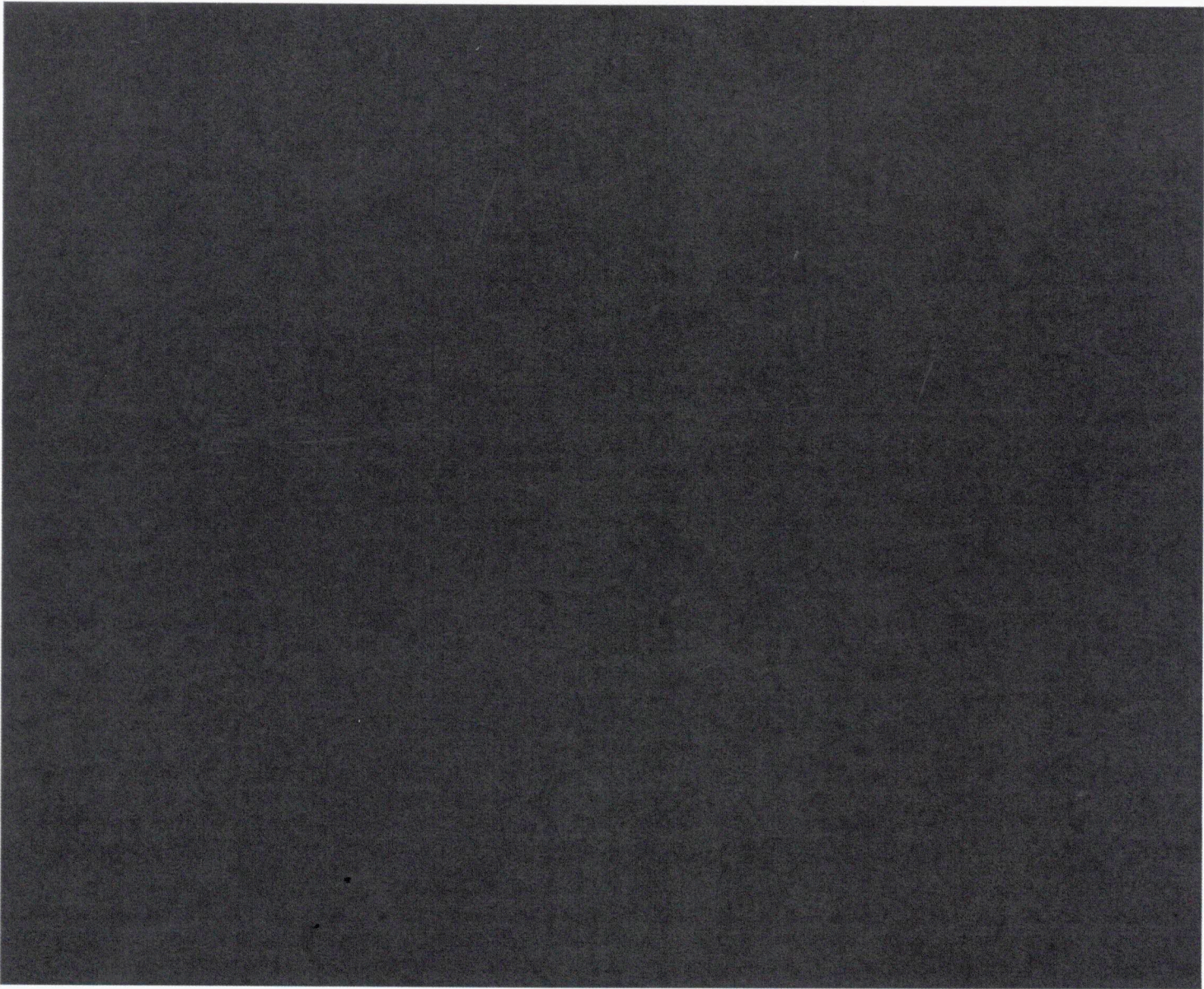
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? 2213. Bond Required for Data Centers.

1. The Data Center facility owner must post a bond when the application for such a system is filed with the Township in an amount determined by the Township's Engineer, to ensure the proper decommissioning of the handling and removal of any Electronic Waste (also known as "E-Waste") and/or any other hazardous material that may be present on the site of Data Center. The applicant for a zoning permit for a Data Center shall execute an agreement with the Township providing financial security in an amount equal to one hundred twenty-five percent (125%) of the estimated cost to decommission the handling and removal of any Electronic Waste (also known as "E-Waste") and/or any other hazardous material that may be present on the site of the Data Center. The estimated cost shall be prepared by the Applicant and shall be in writing itemizing the costs. The estimated costs shall be subject to the approval of the Township. The financial security shall be in the form of one of the following:
 - A. funds deposited with the Township;
 - B. a bond from an entity acceptable to the Township; or
 - C. an irrevocable letter of credit from an entity acceptable to the Township.

2. The agreement and financial security shall remain in effect until the decommissioning process has concluded and any Electronic Waste (also known as "E-Waste") and/or any other hazardous material that may be present on the site have been removed or remediated at the discretion of the Township. The financial security may be utilized by the Township to pay the costs of repair, replacement, dismantling, removal and/or restoration of the Data Center or the land as provided herein. Every five (5) years, a new estimate of the said costs shall be submitted to the Township in writing by the owner of the Data Center. The said estimate shall be subject to the approval of the Township. The said financial security shall be adjusted to remain equal to one hundred twenty-five percent (125%) of the said estimated costs. In the event the Township utilizes the said financial security as herein provided, the owner of the Date Center shall, immediately, replace the funds so utilized to the extent necessary to provide financial security in the amount of the said one hundred twenty-five percent (125%). The Township shall be entitled to an administrative fee of ten percent (10%) of the cost of any work done by it pursuant hereto. The same may be deducted from the financial security. Should the financial security not be sufficient to pay the costs and fees, the owner of the Data Center and landowner shall be held jointly and severally liable for the costs and fees not paid from the financial security. The agreement referred to herein shall be prepared by the Applicant. All costs, expenses and fees incurred by the Township in reviewing the estimates or enforcing the said agreement shall be paid by the Applicant within ten (10) days of receiving a bill for the same.

I think that these changes in wording accomplish what we are trying to do in a format that is acceptable to the Board while maintaining the viability of the data center use. Please call me this afternoon if you wish to discuss this further. Thanks, Steve Cordaro.



From: Dan Gordon <dgordon@hanoverco.com>

Sent: Tuesday, January 27, 2026 3:37:14 PM

To: Stephen Cordaro <scordaro@southhanover.org>; Courtney, Charles
<ccourtney@mcneeslaw.com>

Cc: J. STUDER <jstuder@hanoverco.com>; Lynn Wuestner <lwuestner@southhanover.org>; Michael
McAuliffe Miller <MMiller@eckertseamans.com>

Subject: [External] Re: Draft Data Center Ordinance Update

Steve,

I'm concerned about this. Can you send me the full Word document for the legislation so that I can run a redline and see what's happening here?

I don't understand the reservation for data center principal uses. Accessory uses need to be included. I think drafting it this way may nullify that which would make the data center overlay

unusable. It could state "principal and accessory uses" and that might presumably work.

I think we need revisions to 2213. In 2213(1), I would ask to replace "an amount" with "a reasonable amount". I'll defer to Charlie on 2213(2).

Thanks,
Dan

Dan Gordon
Regional Development Partner – NE Industrial
Hanover Company
7200 Wisconsin Ave | Suite 820
Bethesda, MD 20814
Cell: 202.747.4583



HANOVER
COMPANY

From: Stephen Cordaro <scordaro@southhanover.org>
Sent: Tuesday, January 27, 2026 3:17 PM
To: Dan Gordon <dgordon@hanoverco.com>; Courtney, Charles <ccourtney@mcneesa.com>
Cc: J. STUDER [REDACTED]; Lynn Wuestner <lwuestner@southhanover.org>; Michael McAuliffe Miller <mmiller@eckertseamans.com>
Subject: Draft Data Center Ordinance Update

Dan and Charlie: There are a couple of updates to the draft ordinance that you should be aware of before we take action to approve advertising tonight.

In section 2204.1.C the wording was tweaked to focus on principle use, but that still allows accessory uses:

The minimum overall tract area for development of data centers is 410 acres. Upon development of any data center building within the overall tract area, the entirety of such overall tract area depicted on a land development plan shall be reserved for data center principal uses until all such data center principal uses on the overall tract area are abandoned or otherwise cease.

In section 2211.4 the consensus of the Board is to have the bonding section included with updates to

focus on the decommissioning and removal of electronic material (E-waste) and any other hazardous materials. The decommissioning wording was revised a little to add a reference to the bonding section 2213, which was added back in with wording added to focus on the removal of the E-waste and other hazardous material.

. A decommissioning plan shall be submitted as part of any Land Development submission showing the handling of any hazardous material and protection of any water sources upon closure of the facility and shall show how the site will be returned to a neutral state, being a condition that is easily adapted to similar uses, and the handling and removal of any Electronic Waste (also known as "E-Waste") and/or any other hazardous material that may be present on the site. Such decommissioning plan shall include the requirement as set forth in Section 2213 (Bond Required for Data Centers).

In section 2213 the type of acceptable financial security is detailed to three types. However, a few of the Board members have concerns about the irrevocable letter of credit, as we have had some problems at the Township with that type of security in the past. There is a chance that it may not be included in the final draft version approved for advertisement, hopefully tonight.

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remediated at the discretion of the Township. The financial security may be utilized by the Township to pay the costs of repair, replacement, dismantling, removal and/or restoration of the Data Center or the land as provided herein. Every five (5) years, a new estimate of the said costs shall be submitted to the Township in writing by the owner of the Data Center. The said estimate shall be subject to the approval of the Township. The said financial security shall be adjusted to remain equal to one hundred twenty-five percent (125%) of the said estimated costs. In the event the Township utilizes the said financial security as herein provided, the owner of the Date Center shall, immediately, replace the funds so utilized to the extent necessary to provide financial security in the amount of the said one hundred twenty-five percent (125%). The Township shall be entitled to an administrative fee of ten percent (10%) of the cost of any work done by it pursuant hereto. The same may be deducted from the financial security. Should the financial security not be sufficient to pay the costs and fees, the owner of the Data Center and landowner shall be held jointly and severally liable for the costs and fees not paid from the financial security. The agreement referred to herein shall be prepared by the Applicant. All costs, expenses and fees incurred by the Township in reviewing the estimates or enforcing the said agreement shall be paid by the Applicant within ten (10) days of receiving a bill for the same.

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