



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Louise M. Kelchner, City Clerk

From: William P. Leeson, Esq., City Solicitor

Re: First Amendment to Intermunicipal Cooperation Agreement for Griffin Land
Subdivision and Land Development in Lower Nazareth Township
City of Bethlehem, Lower Nazareth Township, Bethlehem Township and
Bethlehem Township Municipal Authority

Date: May 4, 2017

Attached is a proposed Ordinance and associated First Amendment to Intermunicipal Cooperation Agreement for Council's consideration.

Please place this matter on City Council's agenda for review and appropriate action.

A handwritten signature in black ink, appearing to read "William P. Leeson", is written over a horizontal line.

William P. Leeson, Esq., Solicitor

Cc: Robert J. Donchez, Mayor
Edward Boscola

BILL NO. ____-2017

ORDINANCE NO. 2017-____

AN ORDINANCE OF THE CITY OF BETHLEHEM, COUNTIES OF LEHIGH AND NORTHAMPTON, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING AND RATIFYING AN AMENDMENT TO AN AGREEMENT FOR INTERGOVERNMENTAL COOPERATION KNOWN AS THE "FIRST AMENDMENT TO INTERMUNICIPAL COOPERATION AGREEMENT FOR GRIFFIN LAND SUBDIVISION AND LAND DEVELOPMENT IN LOWER NAZARETH TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA FOR TRANSPORTATION THROUGH BETHLEHEM TOWNSHIP MUNICIPAL AUTHORITY LINES AND TREATMENT AT THE CITY OF BETHLEHEM WASTE WATER TREATMENT PLANT" BETWEEN THE CITY OF BETHLEHEM, LOWER NAZARETH TOWNSHIP, BETHLEHEM TOWNSHIP AND THE BETHLEHEM TOWNSHIP MUNICIPAL AUTHORITY".

THE COUNCIL OF THE CITY OF BETHLEHEM HEREBY ORDAINS AS FOLLOWS:

Section 1. There is hereby adopted and ratified an amendment to an agreement for intergovernmental cooperation known as the "First Amendment to Intermunicipal Cooperation Agreement for Griffin Land Subdivision and Land Development in Lower Nazareth Township, Northampton County, Pennsylvania for Transportation through Bethlehem Township Municipal Authority Lines and Treatment at the City of Bethlehem Waste Water Treatment Plant" between the City of Bethlehem, Lower Nazareth Township, Bethlehem Township and the Bethlehem Township Municipal Authority ("First Amendment"). A copy of the First Amendment is attached hereto and incorporated by reference herein. The Mayor and Controller are hereby authorized to execute the First Amendment on behalf of the City of Bethlehem.

Section 2. This First Amendment is entered into pursuant to the provisions of 53 Pa.C.S.A. §2303-2307.

Section 3. The purposes and objectives of the First Amendment are as follows:

- A. To acknowledge the existence of the underlying Intermunicipal Cooperation Agreement for the Griffin Land Subdivision and Land Development dated July 11, 2012, which agreement is hereby ratified and confirmed; to acknowledge that sanitary sewer treatment capacity in the City of Bethlehem Wastewater Treatment Plant is now provided to Lower Nazareth Township pursuant to an

agreement between the City of Bethlehem and Lower Nazareth Township; and to confirm that the sanitary sewer treatment capacity loaned by Bethlehem Township to Lower Nazareth Township is now terminated with said loaned capacity reverting back to Bethlehem Township.

Section 4. The First Amendment shall be subject to all the conditions and terms specified and set forth in the First Amendment to Intermunicipal Cooperation Agreement for Griffin Land Subdivision and Land Development in Lower Nazareth Township, Northampton County, Pennsylvania for Transportation through Bethlehem Township Municipal Authority Lines and Treatment at the City of Bethlehem Waste Water Treatment Plant which is attached hereto, and incorporated by reference herein.

Section 5. The duration of the First Amendment shall be perpetual.

Section 6. The invalidity of any section or provision of this ordinance herein adopted shall not invalidate other sections or provisions thereof.

Section 7. All Ordinances and parts of Ordinances inconsistent herewith be, and the same are hereby repealed.

Sponsored by _____

Passed finally in Council on the _____ day of _____, 2017.

President of Council

ATTEST:

City Clerk

This Ordinance approved this _____ day of _____, 2017.

Mayor

FIRST AMENDMENT TO

**INTERMUNICIPAL COOPERATION AGREEMENT FOR GRIFFIN LAND
SUBDIVISION AND LAND DEVELOPMENT IN LOWER NAZARETH TOWNSHIP,
NORTHAMPTON COUNTY, PENNSYLVANIA FOR TRANSPORTATION THROUGH
BETHLEHEM TOWNSHIP MUNICIPAL AUTHORITY LINES AND TREATMENT AT
THE CITY OF BETHLEHEM WASTE WATER TREATMENT PLANT**

THIS FIRST AMENDMENT made this ____ day of _____, 2017, by and between

LOWER NAZARETH TOWNSHIP, a second class township organized under the laws of the Commonwealth of Pennsylvania with offices at 306 Butztown Road, , Northampton County, Pennsylvania (hereinafter referred to as “LNT”), ***BETHLEHEM TOWNSHIP***, a first class township organized under the laws of the Commonwealth of Pennsylvania, with offices at 4225 Easton Avenue, Bethlehem, Northampton County, Pennsylvania 18020 (hereinafter referred to as “BT”), ***BETHLEHEM TOWNSHIP MUNICIPAL AUTHORITY***, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at 3535 Orth Street, Bethlehem, PA 18020 (hereinafter referred to as “BTMA”), and the ***CITY OF BETHLEHEM***, a third class city organized under the laws of the Commonwealth of Pennsylvania, with offices at 10 East Church Street, Bethlehem, Northampton County, Pennsylvania 18018 (hereinafter “COB”) LNT, BT, BTMA and COB sometimes referred to as “Party” or collectively “Parties”.

BACKGROUND

A. The Parties entered into a certain Intermunicipal Cooperation Agreement for the Griffin Land Subdivision and Land Development dated July 11, 2012 (“Agreement”).

B. LNT and the COB have entered into an agreement whereby LNT has acquired waste water treatment capacity at the COB WWTP.

C. The Parties now desire to amend the Agreement to acknowledge the Loaned Capacity is now being terminated and shall revert to BT.

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

1. All “Background” paragraphs are incorporated herein as if the same were set forth here at length.

2. The Parties acknowledge and agree that Paragraph 3 of the Agreement is hereby deleted in its entirety and that the Loaned Capacity shall revert back to BT for its sole and exclusive use.

3. The Parties agree that, except for the provisions of this First Amendment, the Agreement is hereby confirmed and reaffirmed and is still in full force and effect.

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and date first above written.

ATTEST:

LOWER NAZARETH TOWNSHIP

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

ATTEST:

BETHLEHEM TOWNSHIP
MUNICIPAL AUTHORITY

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

ATTEST:

BETHLEHEM TOWNSHIP

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

ATTEST:

CITY OF BETHLEHEM

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____