



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Louise M. Kelchner, City Clerk

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

Re: Amendment to Intergovernmental Service Territory Agreement
City of Bethlehem and Northampton Borough Municipal Authority

Date: November 14, 2018

Attached is a proposed Ordinance and associated Amendment to Intergovernmental Service Territory 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. ____ - 2018

ORDINANCE NO. 2018-_____

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 “AMENDMENT TO INTERGOVERNMENTAL SERVICE TERRITORY
AGREEMENT” BETWEEN THE CITY OF BETHLEHEM AND THE NORTHAMPTON
BOROUGH 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 “Amendment to Intergovernmental Service Territory Agreement” between the City of Bethlehem and the Northampton Borough Municipal Authority (“Amendment”). A copy of the Amendment is attached hereto and incorporated by reference herein. The Mayor and Controller are hereby authorized to execute the Amendment on behalf of the City of Bethlehem.

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

- A. The purposes and objectives of the Amendment are to acknowledge the existence of the underlying Intergovernmental Service Territory Agreement dated January 9, 2015, which agreement is hereby ratified and confirmed; and to provide for direct water service to a commercial property situated on the west side of Willowbrook Road in Allen Township known as Lot 5 pursuant to a Will-Serve request letter for public water service.
- B. This Amendment shall be subject to all the conditions and terms specified and set forth in the underlying Intergovernmental Service Territory Agreement dated January 9, 2015.
- C. The duration of the underlying Intergovernmental Service Territory Agreement dated January 9, 2015 and this Amendment shall be perpetual.

Section 3. The Administration is authorized to enter and execute further amendments to the underlying Intergovernmental Service Territory Agreement dated January 9, 2015 that it deems not inconsistent with the purposes and objectives of said Agreement without further Council approval.

Section 4. Upon proof of execution of this Amendment by all parties thereto, all City officials and employees are authorized to take such actions as are necessary and appropriate to implement the terms and conditions of the said Amendment.

Section 5. The invalidity of any section or provision of this ordinance herein adopted shall not invalidate other sections or provisions thereof.

Section 6. 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 _____, 2018.

President of Council

ATTEST:

City Clerk

This Ordinance approved this _____ day of _____, 2018.

Mayor

AMENDMENT TO INTERGOVERNMENTAL SERVICE TERRITORY AGREEMENT

THIS AMENDMENT made this day of , 2018, by and between NORTHAMPTON BOROUGH MUNICIPAL AUTHORITY, an Authority duly existing under the laws of the Commonwealth of Pennsylvania (herein after referred to as “NBMA”), and the CITY OF BETHLEHEM, a third class city, organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal place of business located at 10 East Church Street, Bethlehem, Northampton County, Pennsylvania 18018 (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, NBMA and the City entered into an Intergovernmental Service Territory Agreement (“Agreement”) on January 9, 2015; and

WHEREAS, a developer, Rockefeller Group, d/b/a Rock-Lehigh Valley LLC, has submitted a Will-Serve request letter for public water service to the City for a commercial property situated on the west side of Willowbrook Road in Allen Township consisting of approximately 80 acres (herein after referred to as “Lot 5” – Exhibit ‘A’); and

WHEREAS, Lot 5 is situated in NBMA water service territory; and

WHEREAS, NBMA has the right of first refusal to serve Lot 5 pursuant to the terms of the Agreement.

NOW, THEREFORE, in consideration of their mutual promises, and intending to be legally bound, it is hereby agreed between the Parties as follows:

- A. NBMA agrees that it currently does not have the capability to serve Lot 5 and exercises its right of first refusal;
- B. City agrees that it currently does have the capability to serve Lot 5 and will grant a Will-Serve letter to the developer;
- C. City shall provide direct water service to Lot 5 from a service connection on its 30-inch transmission main in Willowbrook Road;

D. NBMA shall have the opportunity to request a transfer of water service for Lot 5 from the City to NBMA at any time up to eight (8) years from the date of execution of this amendment, subject to the following conditions:

1. NBMA shall notify City and Owner of Lot 5 at least 180 days in advance of desired date to transfer service;
2. NBMA proves that it has the capability to provide water service to Lot 5 at flows and pressures required by the Owner of Lot 5;
3. Owner of Lot 5 consents to the transfer of water service to NBMA;
4. NBMA shall at its own expense and effort install any and all infrastructure, including but not limited to piping, valves, meter, and meter chamber necessary to affect such a transfer;

E. Should the Owner of Lot 5 deny consent to transfer service to NBMA, or if the eight (8) year transfer period expires, then service to Lot 5 shall remain with the City in perpetuity.

F. The execution of this Amendment shall not in any way be deemed a waiver of the rights of NBMA or City under the existing Agreement as to service in the areas as provided therein.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

CITY OF BETHLEHEM

BY: _____

[ADDITIONAL SIGNATURES APPEAR ON THE NEXT PAGE]

ATTEST:

NORTHAMPTON BOROUGH MUNICIPAL
AUTHORITY

BY: _____

ATTEST:

Acknowledged and Consented to by:
ALLEN TOWNSHIP

BY: _____