



**CITY OF BETHLEHEM**  
OFFICE OF THE CITY SOLICITOR

---

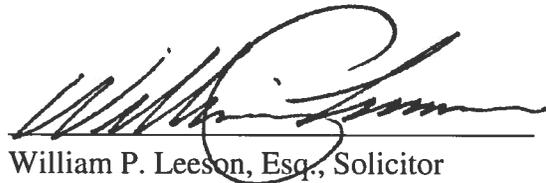
**INTEROFFICE MEMORANDUM**

To: Louise M. Kelchner, City Clerk  
From: William P. Leeson, Esq., City Solicitor  
Re: Intermunicipal Agreement between City of Bethlehem and Borough of Hellertown  
Date: October 27, 2016

---

Attached is a proposed Ordinance and associated intermunicipal agreement for Council's consideration.

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



William P. Leeson, Esq., Solicitor

Cc: Robert J. Donchez, Mayor  
Michael Alkhal  
Tiffany Wells

BILL NO. \_\_\_\_- 2016  
ORDINANCE NO. 2016-\_\_\_\_

AN ORDINANCE OF THE CITY OF BETHLEHEM, COUNTIES  
OF LEHIGH AND NORTHAMPTON, COMMONWEALTH OF  
PENNSYLVANIA, AUTHORIZING AN INTERMUNICIPAL AGREEMENT  
FOR BETWEEN THE CITY OF BETHLEHEM AND THE BOROUGH OF HELLERTOWN  
RELATED TO THE OPERATION AND MAINTENANCE  
OF A TRAFFIC SIGNAL ALONG HELLERTOWN ROAD / SR412 AT  
THE INTERSECTION OF KICHLINE AVENUE AND I-78.

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

Section 1. There is hereby adopted and ratified an Agreement for intergovernmental cooperation between the City of Bethlehem and the Borough of Hellertown. A copy of the Agreement is attached hereto and incorporated by reference herein. The Mayor and Controller are hereby authorized to execute the Agreement on behalf of the City of Bethlehem

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

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

- A. To establish terms and conditions for the operation and maintenance of the traffic signal erected along Hellertown Road / SR412 at the intersection with Kichline Avenue and I-78, which is located partially in the City of Bethlehem and partially in the Borough of Hellertown.

Section 4. The Agreement shall be subject to all the conditions and terms specified and set forth in the Agreement which is attached hereto, and incorporated by reference herein.

Section 5. The duration of the Agreement shall be one (1) year, and shall thereafter automatically renew for additional one year terms until such time as it has been determined by the Pennsylvania Department of Transportation that the traffic signal is no longer warranted, or the Pennsylvania Department of Transportation revokes the traffic signal permit.

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 \_\_\_\_\_, 2016.

\_\_\_\_\_  
President of Council

ATTEST:

\_\_\_\_\_  
City Clerk

This Ordinance approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF BETHLEHEM, a municipal corporation and city of the third class, with its principal offices located at 10 East Church Street, Bethlehem, Pennsylvania, 18018, (hereinafter called "City") and the BOROUGH OF HELLERTOWN, Northampton County, a borough and municipal corporation of the \_\_\_\_\_ class, with its principal offices located at 685 Main Street, Hellertown, PA 18055, (hereinafter called "Borough").

WHEREAS, a traffic signal has been erected along Hellertown Road / SR412 at the intersection with Kichline Ave and I78 which intersection lies partly within the City and partly within the Borough; and

WHEREAS, the City and Borough recognize the need to adequately maintain the above traffic signal and to pay for the operation.

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants, promises and agreement set forth herein, agree as follows:

1. The Borough shall be responsible for the energy costs of the traffic signal.
2. The City shall at the sole cost of the City perform routine maintenance upon the traffic signal and their related facilities as depicted upon the approved signal plan appended to this Agreement. "Routine maintenance" shall include washing and relamping of signals, painting of equipment, bracket and cabinet repair, inspection of controllers including replacement of relays as deemed necessary, line painting, sign maintenance, and maintenance of loop detectors other than damage covered by deterioration of the road surface or excavation. "Routine maintenance" shall not include damage caused by vandalism, fire, traffic accidents, short circuits in

overhead wires or cables, lightning, power surges, or other acts of God, or damage directly or indirectly caused by someone other than City of Bethlehem employees or their agents who service, adjust or otherwise tamper with the equipment.

3. The City shall perform or cause to be performed all repairs and “knockdowns” not encompassed by the term “routine maintenance.”
  - a. Where such repairs arise from the actions of third parties, the City and Borough shall pursue those remedies necessary to obtain reimbursement from the responsible parties.
  - b. Where such repairs are not recoverable from a third party, or where no such recovery is made, the City and Borough agree to share such costs on a 50/50 basis.
  - c. The computation of reimbursement shall be predicted upon those reasonable and recognized rates charged at time of repair.
4. Both the City and Borough will require that developers pay for the cost of upgrading or adding at the above intersection traffic signal that are deemed necessary as a result of future development.
5. Any permits that may be required from the Pennsylvania Department of Transportation for work performed in connection with this Agreement shall be in the name of the City of Bethlehem. The permit application or any subsequent modifications must be agreed to by both the City and Borough prior to its submission to the Pennsylvania Department of Transportation. All work undertaken pursuant to this Agreement shall be in compliance with the permit

approved by the Pennsylvania Department of Transportation.

6. The term of this Agreement shall be one (1) year, and shall thereafter automatically renew for additional one year terms until such time as it has been determined by the Pennsylvania Department of Transportation that the traffic signal is no longer warranted, or the Pennsylvania Department of Transportation revokes the permit.
7. This Agreement may not be amended or modified except by agreement in writing duly executed by the parties hereto.
8. This Intergovernmental Agreement is authorized by statute 53 Pa.C.S.A. § 2301 et seq.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year abovementioned.

ATTEST:

CITY OF BETHLEHEM

\_\_\_\_\_  
City Controller

BY: \_\_\_\_\_  
Mayor

ATTEST:

BOROUGH OF HELLERTOWN

\_\_\_\_\_  
Secretary

BY: \_\_\_\_\_  
Title:

---