



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Robert G. Vidoni, City Clerk


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

Re: Amendment to Intermunicipal Water Service Agreement between Northampton
Borough Municipal Authority, Bethlehem Authority and City of Bethlehem

Date: November 13, 2019

Attached is a proposed Ordinance and associated Amendment to Intermunicipal Water Service 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
Edward Boscola

BILL NO. 56 - 2019

ORDINANCE NO. 2019-____

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 INTERMUNICIPAL WATER
SERVICE AGREEMENT BETWEEN NORTHAMPTON BOROUGH MUNICIPAL
AUTHORITY, BETHLEHEM AUTHORITY AND CITY OF BETHLEHEM".

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 Intermunicipal Water Service Agreement between Northampton Borough Municipal Authority, Bethlehem Authority and City of Bethlehem" between the City of Bethlehem, Bethlehem Authority and 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 Intermunicipal Water Service Agreement dated January 19, 2000 to interconnect the water system of Northampton Borough Municipal Authority and the Bethlehem Water System for the sale and purchase of public water in the event of an emergency condition in either water system, which agreement is hereby ratified and confirmed; to establish an additional emergency interconnection to be installed near the intersection of Howertown Road and Horner Road to allow flow from the City water system to the Northampton Borough Municipal Authority water system under certain conditions agreed to by the parties; and to address other matters related to the additional interconnection as detailed in the Agreement.
- B. This Amendment shall be subject to all the conditions and terms specified and set forth in the underlying Intermunicipal Water Service Agreement dated January 19, 2000.

- C. The duration of the underlying Intermunicipal Water Service Agreement dated January 19, 2000 is extended in perpetuity and this Amendment shall be perpetual.

Section 3. The Administration is authorized to enter and execute amendments to this Agreement and to the underlying Previous Agreements that it deems not inconsistent with the purposes and objectives of this Agreement or the underlying Previous Agreements 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 _____, 2019.

President of Council

ATTEST:

City Clerk

This Ordinance approved this _____ day of _____, 2019.

Mayor

AMENDMENT TO INTERMUNICIPAL WATER SERVICE AGREEMENT
BETWEEN NORTHAMPTON BOROUGH MUNICIPAL AUTHORITY,
BETHLEHEM AUTHORITY AND CITY OF BETHLEHEM

THIS AMENDMENT made this day of , 2019, by and between 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"); The BETHLEHEM AUTHORITY, a Municipal Authority organized and existing under the Municipality Authorities Act of 1945, as amended, with its principal place of business located at 10 East Church Street, Bethlehem, Northampton County, Pennsylvania 18018 (hereinafter reference to as "Bethlehem Authority"); and the NORTHAMPTON BOROUGH MUNICIPAL AUTHORITY, an Authority duly existing under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "NBMA"). The City, Bethlehem Authority, and NBMA collectively referred to as "Parties".

WITNESSETH:

WHEREAS, the Parties entered into an Intermunicipal Water Service Agreement ("Agreement") on January 19, 2000 for the purpose of establishing an interconnection between the two water systems located approximately 1000 feet south of the intersection of Atlas Road and Savage Road in Allen Township, Northampton County, for sale and purchase of water in the event of an emergency condition in either water system; and

WHEREAS, the Parties wish to establish an additional emergency interconnection to be installed near the intersection of Howertown Road and Horner Road, Allen Township, Northampton County at the location shown in "Exhibit A" (herein after referred to as the "Lot 3 Interconnect"); and

WHEREAS, the primary function of the Lot 3 Interconnect is to allow flow from the City water system to the NBMA water system to supplement fire flow capacity for a proposed warehouse development in the NBMA service territory; and

WHEREAS, the Lot 3 Interconnect will allow flow in only one direction, from the City system to the NBMA system, and shall only open during periods of high volume demand such as for firefighting operations or other notable supply emergency or flow demand, e.g. fire pump test.

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

- A. The Parties agree to interconnect their water systems via pipe interconnection between the respective water distribution systems near the intersection of Howertown Road and Horner Road in Allen Township at the location shown in "Exhibit A".
- B. City agrees that it can supply up to a maximum of 2,800 gpm for periods up to three (3) hours through the Lot 3 Interconnect to supplement fire flow requirements or other emergency high flow demand in the NBMA water system.
- C. NBMA shall furnish and install at its own expense and cause the installation of the Lot 3 Interconnect, including but not limited to a tapping sleeve and valve attached to the City's 30-inch transmission main in Howertown Road, and a meter chamber of a type approved by the City and which will adhere to the City's design specifications. The interconnect shall include a concrete meter chamber, pressure reducing valve with backflow prevention feature, valving, piping, appurtenances, bypass line, and a ten (10") inch master meter. The Lot 3 Interconnect detail is shown in "Exhibit B".
- D. City shall provide the master meter with compatible AMI communication device to be installed in the meter pit. City shall provide one (1) fire hydrant to be located on the upstream side of the meter chamber. The meter and fire hydrant will be caused to be installed by NBMA.

- E. NBMA shall install or cause to be installed a lockable valve box cover on the bypass valve to prevent unauthorized valve operation and a locking mechanism on the access hatch of the meter chamber to prevent unauthorized access.
- F. Operation of the interconnection shall be automatically controlled by the pressure reducing valve (PRV). The PRV shall remain closed under normal operating conditions and will be set to open only when pressure in the NBMA system drops to approximately 25 to 30 psig due to high flow demand for fire service or other water supply emergency. Both the flow meter and PRV will be located inside the underground concrete chamber.
- G. NBMA shall obtain all appropriate PA DEP approvals and permits for the Lot 3 interconnect.
- H. NBMA shall be responsible for the operation and maintenance of the Lot 3 Interconnect. The Lot 3 Interconnect shall be the sole and exclusive property of NBMA, except for the water meter with AMI communication device which shall be the City's property.
- I. City shall use the meter to monitor and bill NBMA for the amount of water passing through the meter. The City shall read or cause to be read on a monthly basis the master meter. Said meter readings shall be forwarded to NBMA after each monthly meter reading. The master meter shall be maintained in good working order and repair by the City and shall be checked for accuracy every year. The City shall be responsible for calibration of the master meter. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. In the case of faulty master meter registration, an estimate of flows will be made for billing purposes, said estimate being based on an evaluation of past consumption records subject to approval by both the City and NBMA, or shall be corrected in accordance with the percent of inaccuracy found by such tests. All costs for maintenance, calibration, and/or replacement

of metering equipment are the responsibility of the City. The master meter(s) will be maintained by the City but may be inspected or verified for accuracy at any reasonable time by NBMA.

J. Payment for water service shall be in accordance with the following rate schedule:

- a. NBMA agrees to pay the City, not later than the due date shown on the bill, for customer and consumption charges in accordance with the City's PA PUC then current applicable prevailing resale water rate contained in the City's PA PUC approved tariff provisions, Schedule G – "Meter Rates – Sales for Resale".
- b. The appropriate municipality shall be responsible for fire hydrant rental charges for the one (1) fire hydrant on the upstream side of the interconnection chamber in accordance with the City's PA PUC then current applicable prevailing Public Fire Hydrant rate contained in the City's PA PUC approved tariff provisions, Schedule F – "Flat Rate-Public Fire Protection Service-Fire Hydrant".

K. All other provisions of the Agreement dated January 19, 2000 remain in full force and effect, and be extended in perpetuity including the terms thereof.

L. This Amendment shall remain in effect in perpetuity.

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: _____

ATTEST:

NORTHAMPTON BOROUGH MUNICIPAL
AUTHORITY

BY: _____

ATTEST:

BETHLEHEM AUTHORITY

BY: _____



BORTON
LEWSON
ENGINEERING
ARCHITECTURE
www.borton-lewson.com

LOT 3 INTERCONNECT EXHIBIT

DRAWING TITLE & PROJECT NAME

| | |
|----------------|--------------|
| DRAWN BY | SD2 |
| CHECKED BY | NRA |
| DATE | 4/16/19 |
| PROJECT NUMBER | 2019-370-005 |

DRAWING NUMBER

EX-1

City of Bethlehem / Northampton Borough Municipal Authority
Proposed Emergency Interconnection Site Location Plan

HORNER ROAD T-461
(50' R.O.W., 18' CARTHWAY)

