



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Tad J. Miller, City Clerk

From: John F. Spirk, Jr., Esq., City Solicitor

Re: Intergovernmental Cooperation Agreement with Hanover Township,
Northampton County
Yard Waste Facility Usage

Date: May 11, 2022

Attached is a proposed Resolution and associated Intergovernmental Cooperation Agreement with Hanover Township, Northampton County for Council's consideration.

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

John F. Spirk, Jr.

John F. Spirk, Jr., Esq., Solicitor

Cc: J. William Reynolds, Mayor
Laura Collins, Director of Community & Economic Development
Alicia Miller Karner, Deputy Director of Economic Development
Mike Halbfoerster, Director of Recycling

RESOLUTION 2022-_____

AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT PURSUANT TO 53 Pa. C.S.A. §2307 BY AND BETWEEN THE CITY OF BETHLEHEM AND HANOVER TOWNSHIP, NORTHAMPTON COUNTY.

WHEREAS, the CITY OF BETHLEHEM, is a municipal corporation being a City of the Third-Class, subject to the Optional Third-Class City Charter Law, organized and existing under the laws of the Commonwealth of Pennsylvania, its constituent parts being split by law between Northampton County and Lehigh County, Pennsylvania with principal administrative offices at City Hall, 10 E. Church Street, Bethlehem, PA 18018 (hereinafter referred to as “City”); and

WHEREAS, HANOVER TOWNSHP, NORTHAMPTON COUNTY, is a second class township organized under the laws of the Commonwealth of Pennsylvania (the “Township”); and

WHEREAS, the City owns and operates a yard waste facility (the “Facility”); and

WHEREAS, the Township and the City have agreed to allow the residents of the Township to use the Facility; and

WHEREAS, the Intergovernmental Cooperation Agreement, attached hereto, (the “Agreement”) shall be subject to all rules and regulations established by the City from time to time as it relates to the Facility; and

WHEREAS, the duration of the Agreement shall be three years from the date it is fully-executed, unless earlier terminated as provided therein.

WHEREAS, the Agreement further addresses the manner and extent of funding the obligations of the Agreement and the organizational structure necessary to implement the Agreement.

NOW THEREFORE BE IT RESOLVED, on this _____ day of _____, 2022, that the City Council of the City of Bethlehem, approves and ratifies the Intergovernmental Cooperation Agreement attached hereto and that the Mayor and the Controller and/or such other

City officials as deemed appropriate by the City Solicitor, are hereby authorized to execute the same on behalf of the City of Bethlehem.

Sponsored by _____

ADOPTED by Council this ____ day of _____, 2022.

President of Council

ATTEST:

City Clerk

Intergovernmental Cooperation Agreement
By and Between
City of Bethlehem
And
Hanover Township, Northampton County
Related to Yard Waste Facility Usage

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT is made this _____ day of _____, 2022, by and between the CITY OF BETHLEHEM, a municipal corporation being a City of the Third Class, subject to the Optional Third Class Charter Law, organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at City Hall, 10 E. Church Street, Bethlehem, Pennsylvania 18018 (hereinafter referred to as “City”) and HANOVER TOWNSHIP, NORTHAMPTON COUNTY, a second class township organized under the laws of the Commonwealth of Pennsylvania with offices at 3630 Jacksonville Road, Bethlehem, Pennsylvania 18017 (hereinafter referred to as “HTNC”).

WHEREAS, the City owns and operates a yard waste facility located at 1480 Schoenersville Road, Bethlehem, Pennsylvania, 18017 (hereinafter referred to as “Facility”), and

WHEREAS, the City and HTNC desire to allow HTNC and its residents to use the Facility;

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties agree as follows:

1. HTNC agents or employees may use the Facility to deposit yard waste collected from HTNC’s residents or HTNC public areas.
2. HTNC will adhere to all rules set forth by the City relating to the Facility, including but not limited to hours of operation, types of materials accepted/not accepted, size of material accepted, operations within the Facility, and any other rules or requirements that may hereafter be developed or implemented, provided however that amendments or modifications to

the rules in place at the time of execution of the Agreement shall not be effective for a period of thirty (30) days after HTNC receives written notice of such modifications or amendments. To monitor HTNC volumes brought into the Facility, the City will continue to record the number and type of vehicles (i.e. – rear load packers, various dump trucks, leaf vacuum vehicles and pick-up trucks) that HTNC brings in on a daily basis, and the City will issue to HTNC an annual written report relative to the volumes brought into the Facility for verification by HTNC.

3. The term of this Agreement shall be three years, beginning on January 1, 2022 and ending on December 31, 2024, unless terminated in accordance with Paragraph 12 below.

4. HTNC agrees to pay the City in accordance with the following schedule:

Year #1 – 2022, \$5,616.66 monthly x 12 = \$67,400.00
Year #2 – 2023, \$5,895.83 monthly x 12 = \$70,750.00
Year #3 – 2024, \$6,191.66 monthly x 12 = \$74,300.00

The City will invoice HTNC on a monthly basis and will direct all invoices to the Township Manager. All payments will be due thirty (30) days from invoice date.

5. The City will not be responsible for HTNC vehicles or personnel while HTNC vehicles or personnel are at the Facility.

6. HTNC residents may also use the Facility on an individual basis. In order to use the Facility, HTNC residents must purchase a compost card directly from HTNC. The cost of a compost card shall be \$20.00 per year. For each compost card purchased, HTNC shall receive \$10.00 and City shall receive \$10.00. HTNC shall provide the City with a monthly accounting of compost cards issued and shall remit the City’s portion of fees collected no later than 30 days following the previous month.

7. HTNC shall use reasonable efforts to notify its residents of the rules and regulations or amendments to the rules relating to the Facility. The City will provide educational flyers to HTNC, on an as needed basis, for HTNC to give to their residents.

8. Within reason and at the sole discretion of the City, HTNC may receive mulch/compost for Township public areas at a discounted price of \$5.00 per cubic yard. The City will invoice HTNC monthly for any mulch/compost that was received.

9. Businesses in HTNC or landscapers representing said businesses or HTNC residents are not authorized to access the Facility, except as set forth in Section 6 of this Agreement.

10. HTNC agrees that any program designed to collect additional yard waste in HTNC and be deposited in the Facility will be coordinated with the City no less than six months prior to the planned implementation.

11. HTNC shall indemnify, defend, and hold the City harmless from and against all claims, actions, damages, judgements, expenses, loss or liability (including but not limited to reasonable attorneys' fees and court costs) caused by, arising out of or related in any way to breach of this Agreement by HTNC or negligence of HTNC, including but not limited to claims for or on account of any injury (including death) or damages received or sustained by any person or persons or property damage provided, however, HTNC shall not be obliged to indemnify and hold City Harmless from the negligent actions of the City or its representatives or employees.

12. Either party may terminate this Agreement for any reason, and without cause, upon three (3) months advance written notice to the other.

13. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

For City:

City of Bethlehem
Attn: Michael Halbfoerster, Director of Recycling
10 East Church Street
Bethlehem, PA 18018

For HTNC:

Hanover Township, Northampton County
Attn: Elizabeth D. Ritter, Director of Administration
3630 Jacksonville Road
Bethlehem, PA 18017

14. HTNC agrees that the City, at its sole discretion, may revoke or discontinue use privileges to any HTNC resident that does not adhere to the facility rules and regulations.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have set their hands and seals on the date first above written.

ATTEST:

HANOVER TOWNSHIP, NORTHAMPTON COUNTY

Title:

By: _____
Title:

ATTEST:

CITY OF BETHLEHEM

City Controller

By: _____
Mayor

The within Agreement is certified to be Needed, necessary and appropriate.

By: _____
City of Bethlehem Department Head
Print Name: Laura Collins