



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Tad M. Miller, City Clerk

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

Re: Public Utility Right-of-Way Agreement
UGI Utilities, Inc.
Gas Regulator Station at Ullman Park located at 940 Sassafra Street

Date: June 29, 2022

Attached is a proposed Resolution and associated Public Utility Right-of-Way Agreement for Council's consideration. The Agreement grants permission to UGI to construct a gas regulation station on certain property of the City located at 940 Sassafra Street, commonly known as Ullman Park, and provides for compensation in the amount of \$8,000 to be paid by UGI upon execution of the Agreement.

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
Michael Alkhal, Director, Public Works
Basel Yandem, Deputy Director, Public Works
Loren L. Speziale, Esq., Assistant Solicitor

RESOLUTION NO. 2022-_____

Authorization for Public Utility Right-of-Way Agreement

BE IT RESOLVED by the Council of the City of Bethlehem that the Mayor and the Controller are hereby authorized to execute a Public Utility Right-of-Way Agreement, and such other agreements and documents as are deemed by the City Solicitor to be necessary and/or related thereto, with UGI Utilities, Inc., for the purpose of granting permission a permanent easement and right-of-way to construct, operate, maintain, repair, extend, replace and remove and from time to time to reconstruct and renew a gas regulator station and appurtenant equipment and facilities as more particularly described in the Agreement, on certain property of the City of Bethlehem located at 940 Sassafras Street, Northampton County Tax Parcel Identifier P6SW3C-1-1A 0204, commonly known as Ullman Park, according to the terms and conditions of the Agreement, a copy of which is attached hereto and made a part hereof.

Sponsored by _____

ADOPTED by Council this day of , 2022.

President of Council

ATTEST:

City Clerk

Prepared By and Return To:
UGI Utilities, Inc.
Attn: Tracey A. Burn
One UGI Center,
Wilkes-Barre, PA 18711

Parcel I.D. Number: P6SW3C-1-1A
Parcel Address: 940 Sassafras St. Bethlehem, PA 18018

PUBLIC UTILITY RIGHT-OF-WAY AGREEMENT

This Right-of-Way Agreement ("Agreement") is made this ____ day of June 2022, by and between **CITY OF BETHLEHEM** ("Grantor"), and **UGI Utilities, Inc.**, a Pennsylvania corporation ("Grantee").

In consideration of the payment by Grantee to Grantor of Eight Thousand Dollars (\$8,000.00), payable upon execution of this Agreement, Grantor, intending to be legally bound, hereby grants and conveys to Grantee and its successors and assigns the permanent right to construct, operate, maintain, repair, extend, replace and remove and from time to time to reconstruct and renew a gas pipeline or lines, service laterals, subsurface or aboveground traps, pig launcher(s)/receiver(s), risers, valves, meter sites, buildings, fences, fittings, electrical lines, communication equipment, electrical/utility poles, guide wires, permanent storm water management controls, and any and all related aboveground and underground facilities, which shall include and not be limited to a gated and fenced in station containing all of the equipment and improvements so as to be secured against trespassers, and including the temporary storage of any and all equipment necessary or convenient for such operations for the conveyance, transmission and distribution of gas (hereinafter referred to collectively as "service facilities"), in, over and across a strip of land Variable in width being a part of the property which Grantor owns in fee or in which it has an interest situate in the City of Bethlehem, County of Northampton, Commonwealth of Pennsylvania, conveyed to GRANTOR herein by a deed from Lois T. Mickley, dated January 31st 1962 and recorded in Northampton County Record Book No. 170 Page 250, [together with a temporary construction easement] as more fully depicted on Exhibit A, attached hereto and made a part of hereof, [which temporary construction easement shall expire, for construction purposes only and not restoration 90 days after construction commences.]

TOGETHER WITH the right, liberty and privilege to **Grantee** to enter upon said land of the **Grantor**, with the right of ingress, egress and regress on and over the same and at all times hereafter, for the purpose of constructing, operating, maintaining, repairing, extending, replacing,

changing the size of and removing the service facilities, and for that purpose to dig and excavate in such a manner as may be necessary when and as often as need be or occasion may require.

Grantee, following the initial installation, and upon each and every occasion that Grantee enters the right-of-way shall restore the right-of-way area to a condition as nearly as possible as it existed prior to any such installation or work, including but not limited to the restoration of any roadway construction material, landscaping and curbing unless otherwise mutually agreed to by Grantor in writing.

In the interests of gas safety, Grantor agrees that it shall not construct any building or other structure over or within five (5) feet of any service facilities within the right-of-way, and that it shall not remove, re-grade, replace or change the depth or elevation of cover material over the right-of-way without the prior express written permission of Grantee. Grantor shall be responsible for the costs of remedying any violations of its obligations under this paragraph. Subject to the prior written approval of Grantor, which may be withheld in its reasonable discretion, Grantee shall have the right to clear or trim trees, shrubs, brush, and other obstructions that may, in the Grantee's sole but reasonable judgement, interfere with the rights herein granted.

Grantor represents and warrants that, to the best of his, her or its knowledge as of the date it has executed this Agreement: (a) the area within the right-of-way complies in all material respects with any applicable federal or state environmental laws and regulations; (b) Grantor has not (and has no knowledge of any other person or entity which has) caused any production, use, release, threatened release, or disposal of any hazardous materials within the right-of-way in any material quantity; (c) Grantor has no notice or knowledge of any actual, pending or threatened environmental claims against the property; and (d) Grantor has the right, title and authority to execute and deliver this Agreement to Grantee and does hereby specially warrant the rights and interests being conveyed hereunder.

Each of Grantor and Grantee hereby agree to indemnify, save harmless, release and forever discharge each other from and against all manner of actions, causes of action, claims, debts, suits, damages, demands and promises whatsoever, at law or in equity, whether known or unknown, including, without limitation, for injury to persons or property including death, of any person directly or indirectly arising or resulting from, or attributable to, any act, omission, negligence or default of the indemnifying party in connection with or in consequence of this

Agreement, save and except to the extent caused by any act, omission, negligence or default of the indemnified party.

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Agreement as of the date first written above.

WITNESS:

Attest:

CITY OF BETHLEHEM

BY: _____

Controller

BY: _____

Name: S. William Reynolds

Title: Mayor

UGI UTILITIES, INC.

BY: _____

Jeffrie E. Welby, Manager - Land

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____

On this ____ day of _____, in the year 2022 before me, the undersigned, a Notary Public in and for said County and Commonwealth, personally appeared J. William Reynolds known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

CORPORATE ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LUZERNE

On this 14th day of June, in the year 2022 before me, the undersigned, a Notary Public in and for said County and Commonwealth, personally appeared Jeffrie E. Welby who acknowledged himself to be the Manager - Land of UGI Utilities, Inc., a Pennsylvania corporation, and that he as such is authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

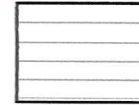
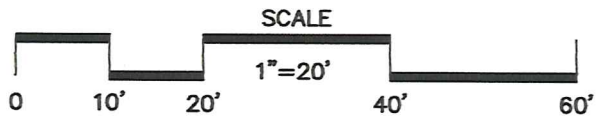
Frank J. Mizdail

Notary Public

My Commission Expires: 08222025

Commonwealth of Pennsylvania - Notary Seal Frank J. Mizdail, Notary Public Luzerne County My commission expires August 22, 2025 Commission number 1113963

Member, Pennsylvania Association of Notaries



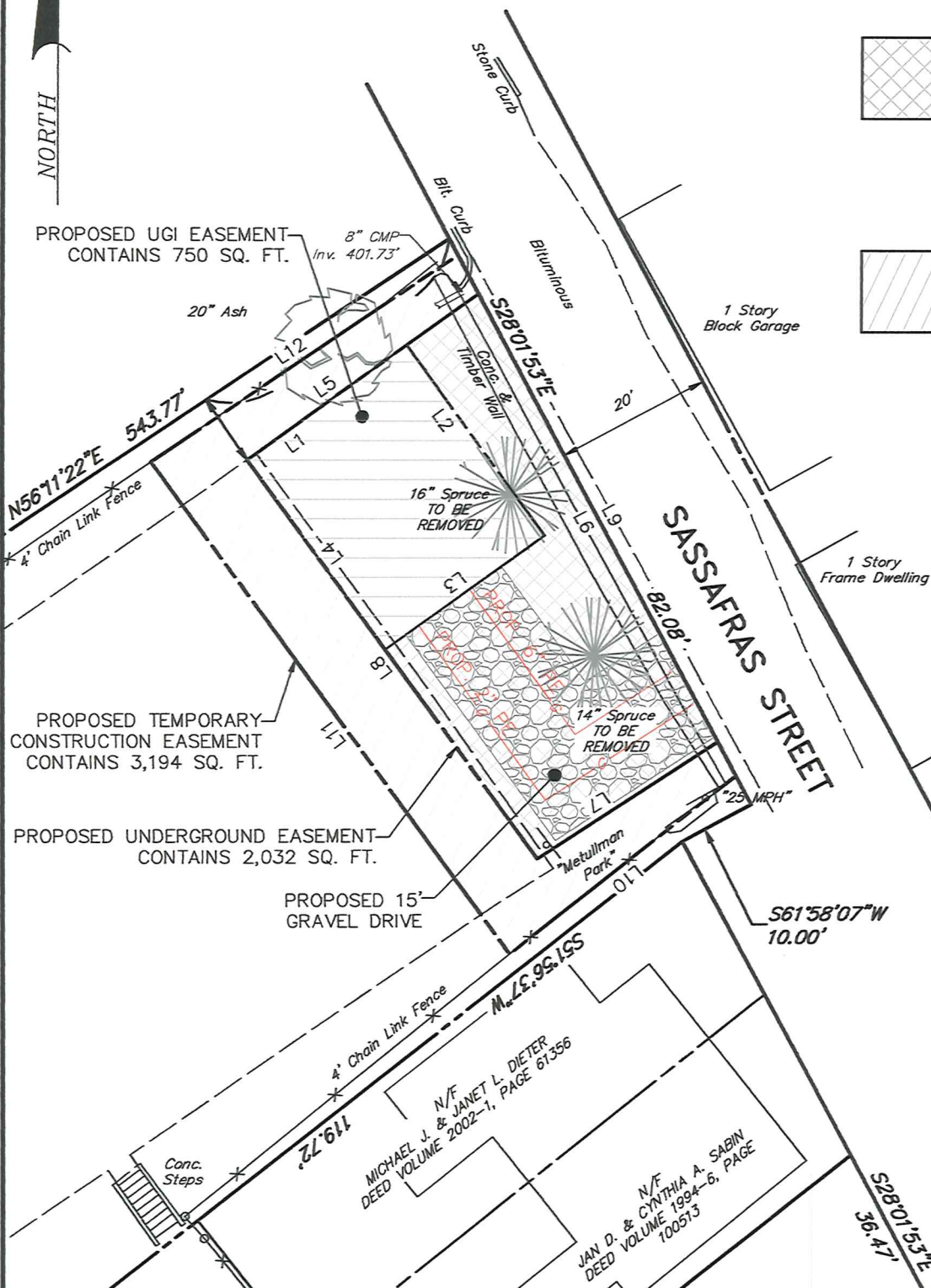
UGI EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L1	N54° 11' 02"E	25.00'
L2	S35° 48' 58"E	30.00'
L3	S54° 11' 02"W	25.00'
L4	N35° 48' 58"W	30.00'



UNDERGROUND EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L5	N54° 10' 17"E	36.25'
L6	S28° 01' 53"E	65.03'
L7	S57° 09' 17"W	27.48'
L8	N35° 48' 58"W	63.00'



TEMPORARY CONSTRUCTION EASEMENT LINE TABLE		
LINE	BEARING	LENGTH
L9	S28° 01' 53"E	75.54'
L10	S51° 49' 42"W	36.81'
L11	N35° 48' 58"W	77.69'
L12	N55° 48' 30"E	47.03'



EASEMENT EXHIBIT
FOR
SASSAFRAS STREET

CITY OF BETHLEHEM

NORTHAMPTON, PA

RETTEW

RETTEW Associates, Inc.
5001 Richard Ln, Suite 111, Mechanicsburg, PA 17055
Phone (800) 736-8385
Email: rettew@rettew.com
Website: www.rettew.com

DRAWN BY: RWEIANDT
DATE: 11/11/2021
SCALE: 1"=20'
DWG. NO. 023812625-SV-BASE