



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: Amendment No. 2 to Intergovernmental Cooperation Agreement with Borough of Fountain Hill
Yard Waste Facility Usage – Term Extension for Calendar Year 2026

Date: January 13, 2026

Attached is a proposed Resolution and associated Amendment No. 2 to Intergovernmental Cooperation Agreement with the Borough of Fountain Hill 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 and Economic Development
Mike Halbfoerster, Director of Recycling

RESOLUTION 2026-_____

**AUTHORIZING THE EXECUTION OF AMENDMENT NO. 2 TO
AN INTERGOVERNMENTAL COOPERATION AGREEMENT
PURSUANT TO 53 Pa. C.S.A. §2307 BY AND BETWEEN THE
CITY OF BETHLEHEM AND THE BOROUGH OF FOUNTAIN
HILL.**

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, THE BOROUGH OF FOUNTAIN HILL, is a borough organized under the laws of the Commonwealth of Pennsylvania (the "Borough"); and

WHEREAS, the City and the Borough entered into an Intergovernmental Cooperation Agreement dated May 2, 2022 (the "Agreement") for the purpose of allowing the Borough and its residents to use the City-owned and operated yard waste facility; and

WHEREAS, the City and the Borough entered into Amendment No. 1 to Intergovernmental Cooperation Agreement dated January 6, 2025 to extend the term of the Agreement for a one-year period, beginning on January 1, 2025 and ending on December 31, 2025; and

WHEREAS, the City and the Borough desire to enter into the attached Amendment No. 2 to Intergovernmental Cooperation Agreement to extend the term of the Agreement for an additional one-year period, beginning on January 1, 2026 and ending on December 31, 2026, unless earlier terminated as provided therein; and

WHEREAS, Amendment No. 2 further addresses the manner and extent of funding the obligations of the Amendment, and sets forth updates to the current organizational structure necessary to implement the Agreement.

NOW THEREFORE BE IT RESOLVED, on this _____ day of _____, 2026, that the City Council of the City of Bethlehem, approves and ratifies Amendment No. 2 to 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 /s/ _____

/s/ _____

ADOPTED by Council this _____ day of _____, 2026.

ATTEST:

/s/ _____
City Clerk

/s/ _____
President of Council

Amendment No. 2 to Intergovernmental Cooperation Agreement
By and Between
City of Bethlehem
And
Fountain Hill Borough
Related to Yard Waste Facility Usage

THIS AMENDMENT NO. 2 TO INTERGOVERNMENTAL COOPERATION

AGREEMENT (this “Amendment”) is made this _____ day of _____, 20____, 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 FOUNTAIN HILL BOROUGH, a borough organized under the laws of the Commonwealth of Pennsylvania with offices at 941 Long Street, Fountain Hill, Bethlehem, Pennsylvania 18015 (hereinafter referred to as “FHB”).

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 FHB entered into an Intergovernmental Cooperation Agreement dated May 2, 2022 (hereinafter referred to as the “Agreement”) to allow FHB and its residents to use the Facility; and

WHEREAS, the City and FHB entered into Amendment No. 1 to Intergovernmental Cooperation Agreement dated January 6, 2025 to extend the term of the Agreement as more fully set forth in said Amendment; and

WHEREAS, the City and FHB desire to extend the term of the Agreement for an additional one-year period.

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

1. The term of the Agreement is hereby extended for a one-year period, beginning on January 1, 2026 and ending on December 31, 2026 (the “Extended Term”), unless terminated in accordance with Paragraph 12 of the Agreement.
2. FHB agrees to pay the City in accordance with the following schedule:

Extended Term – 2026 – \$1,623.00

The City will invoice FHB for the Extended Term upon full execution of this Agreement and will direct all invoices to the Borough Manager. All payments will be due thirty (30) days from invoice date.

3. Paragraph 13 of the Agreement is hereby amended to reflect current contract representatives for the purpose of providing all notices and other written communications required under the Agreement and this Amendment.

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

For City:

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

For FHB:

Fountain Hill Borough
Attn: Amy Burkhardt, Borough Manager
941 Long Street
Fountain Hill, PA 18015

4. All other terms and conditions contained in the Agreement and any prior Amendments thereto are hereby ratified and confirmed and shall remain in full force and effect.
5. This Amendment No. 2 may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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: FOUNTAIN HILL BOROUGH

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