

COOPERATIVE MEMORANDUM OF AGREEMENT

SR 1002 (Tilghman Street) and SR 3008 (Cetronia Road) Corridors MULTI-JURISDICTIONAL SIGNAL SYSTEM

THIS COOPERATIVE MEMORANDUM OF AGREEMENT, made this **XX day of April, 2024**, by and between

The City of Allentown, located at 435 Hamilton Street, Allentown PA 18101, hereinafter called “Party #1”,

and

The South Whitehall Township, located at 4444 Walbert Avenue, Allentown, PA 19104, hereinafter called “Party #2”,

and

The Upper Macungie Township, located at 8330 Schantz Road, Breinigsville, PA 18031, hereinafter called “Party #3”,

and

WITNESSETH :

WHEREAS, the Commonwealth of Pennsylvania hereinafter called the “Commonwealth”, is about to upgrade traffic signals along SR 1002 (Tilghman Street) and SR 3008 Cetronia Road through the municipalities Party #1, Party #2, and Party #3 as part of the SR 0309 & SR 1002 (Tilghman Street) Interchange Project hereinafter called the “Project”; and,

WHEREAS, the Project includes the installation of two (2) new traffic signals, replacement of select traffic signal equipment, video and radar detection, emergency pre-emption, signal controllers and pedestrian indications, hereinafter called the “Traffic Signal Enhancements”. The Project also includes the installation of a communications system to interconnect the new (2) and existing (10) traffic signals, the installation of spread spectrum radio (the installation of which shall be to the maximum extent that is practicable without requiring any fiber optic connections), and wireless communications, hereinafter called the “Communications Control System”.

WHEREAS, the Traffic Signal Enhancements and the Communications Control System will become one multi-jurisdictional signal system, hereinafter called “MJSS”.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter contained, the parties, with intent to be legally bound, agree as follows:

1. Project construction of the MJSS will include a testing and operational support period. Construction documents will require the Contractor to provide operational oversight and Communications Control System maintenance during that period. Maintenance of specific traffic signals will be the responsibility of the permit holder as defined on each signal installation’s current “*Application for Permit to Install and Operate Traffic Signals*” and will remain in effect until construction begins and the construction operational support period ends.
2. Upon completion of the testing and operational support period for the MJSS, the parties will establish a collaborative maintenance support and operational oversight program for no less than a three-year period which will be directed by Party #2. Requirements to be covered in this agreement include:
 - a. MJSS Oversight Requirements:

- i. As necessary and as requested, confirmation to all parties and their traffic signal maintenance providers noting the system is functioning and/or malfunctioning. This includes verification there is active two-way communication to all traffic signals, verification the system software and traffic responsive software is operational, and confirmation all detection zones are functioning. Any Party may request this confirmation and coordinate with other Parties to ensure operation.
- ii. The implementation and coordination of timing plan revisions in areas covered by the MJSS due to other projects of the Commonwealth, any of the parties, or due to upgrades associated with approved Highway Occupancy Permits, and approved land development plans.
 1. Timing modifications are to be reviewed and approved by the Commonwealth consistent with existing signal timing modification procedures.
 2. Approved timing plan modifications will be implemented as soon as is practicable after confirmation of approval is received in writing from the Commonwealth.
- iii. The implementation of the special events timing plan at the discretion of the parties and with input agreement from the Commonwealth.
- iv. Participation in MJSS status meetings as noted in paragraph 5 below.

b. Traffic Signal Maintenance Requirements:

- i. Standard maintenance and record-keeping, as applicable and determined to be necessary, shall be conducted individually by the municipalities in accordance with PennDOT Publication 191, Guidelines for the Maintenance of Traffic Signal Systems and per manufacturer maintenance guidance. Each individual municipality agrees to be fiscally responsible for the costs associated with their own individual signals (as well as any and all associated equipment) located within the jurisdictional limits of their own municipalities. Should there be costs associated with the MJSS overall, each municipality shall pay a proportionate share of the overall costs based on the number of signals located in each individual municipality.
3. Party #2 will house the master signal system controller, the system-wide computer system and associated software as well as an antenna and other communications equipment required to provide communication to field controllers. Housing responsibilities will include:
- a. Providing minimal office table-top space for the adaptive controller and system computer, if determined to be necessary for the proper functionality of the MJSS.
 - b. Permitting an antenna to be mounted at the office, if determined to be necessary for the proper functionality of the MJSS.
 - c. Incidental costs associated with providing power to the controller and system computer to be located in the office.
4. Spare equipment provided by the Commonwealth (if any), or any equipment removed from the intersection(s) as part of the Project shall be given to the respective individual municipalities in which the spare equipment originated or from where the spare equipment was removed. Such

equipment may include (but is not limited to): controllers, light emitting diode signal indications and countdown pedestrian indications.

5. The parties agree to support the interoperability and compatibility of MJSS by requiring future enhancements and upgrades to the MJSS to use emergency preemption systems, video and radar detection equipment, signal controllers and other equipment to be compatible with the existing MJSS. For all signal projects (Developer-led, Municipality-led, State-led), plans, specifications and estimates shall be provided to the Commonwealth and to each party for review.
6. The parties agree to coordinate as needed to maximize safe and efficient MJSS operations for the life of the system. Key coordination activities include:
 - a. Implementation of timing plans.
 - b. Implementation of a maintenance plan in accordance with paragraph 2 above. Party #2 will coordinate the implementation of this agreement.
 - c. Agreement to support the interoperability and compatibility (including all associated equipment and software) of MJSS as detailed in paragraph 2 above.
 - d. Agreement to have a MJSS status meeting on an as needed basis to be initiated by Party #2. Any proposed changes or updates to the communications system necessitates a MJSS status meeting. If no changes are proposed to the system by any Party since the last MJSS status meeting, then a MJSS status meeting is not required.
 - e. Agreement to meet as needed to discuss future enhancements. Party #2 will coordinate these meetings. This meeting is only required if changes or enhancements to the system are desired by one or more Parties.
 - f. Agreement to address dispute resolution as detailed in paragraph 7 below.
 - g. Coordination with any PennDOT District 5-0 County Traffic Signal Program.
 - h. Coordination concerning any future land developments or corridor/system enhancements to determine if there are any impacts to the MJSS.
 - i. Coordination concerning any special event timing plans, which shall include, but not be limited to any major traffic detour routes.
7. Disputes arising between the parties should be resolved in the following manner:
 - a. Party #1 and Party #3 agree to meet along with Party #2 to discuss the dispute and identify a resolution.
 - b. If the dispute is not resolved or if there is a dispute with Party #2; the parties agree to meet with an arbitrator to resolve the dispute. The decision of the arbitrator shall be final and conclusive unless, within thirty (30) days after receipt of such written determination, Party #1 and/or Party #3 then file a claim with the Court of Common Pleas. Pending a final judicial resolution of a controversy or claim, Party #1 and/or Party #3 shall proceed diligently with the performance of the Agreement in a manner consistent with the interpretation of the arbitrator.
8. This Agreement is contingent upon the governing body of each party granting approval at a public meeting pursuant to and in accordance with the Intergovernmental Cooperation Act, 53 Pa. C.S. §2301 et seq. This Agreement is also contingent upon its execution by all parties to the Agreement along with PennDOT moving forward with the Project and receipts of funds.
9. This agreement is also contingent upon PennDOT's response to the individual proprietary item request of Party #1 for McCain controllers located in the City of Allentown. Party #1 shall have

the right to opt out of this agreement should the response to this request not be in the best interest of Party #1, in their sole discretion.

10. This agreement shall remain in place for the life of the multijurisdictional signal systems unless discontinued by all parties. Removal by individual parties will be coordinated with PennDOT Engineering District 5-0. Prior to the removal of any individual parties, each of the parties agree to meet and discuss the proposed removal with PennDOT Engineering District 5-0. Both the parties and PennDOT Engineering District 5-0 shall review the technical aspects to determine whether adjustments to remaining MJSS elements can be made or are technically feasible. Technical issues regarding this agreement and the proposed MJSS maintenance and operations should be forwarded to:

Director of Public Works
City of Allentown
641 S 10th Street
Allentown, PA 18103

Township Manager
Upper Macungie Township
8330 Schantz Road
Breinigsville, PA 18031

Township Manager
South Whitehall Township
4444 Walbert Avenue
Allentown, PA 18104

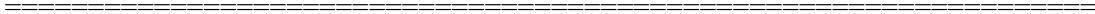
IN WITNESS WHEREOF, PARTY #1, PARTY #2, and PARTY #3 have caused this Agreement to be duly executed, sealed and attested by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

ATTEST: CITY OF ALLENTOWN

by _____ by _____
Signature Date Signature Date

Title Title

IN WITNESS WHEREOF, PARTY #1, PARTY #2, and PARTY #3 have caused this Agreement to be duly executed, ensealed and attested by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.



ATTEST: SOUTH WHITEHALL TOWNSHIP

by _____ by _____
Signature Date Signature Date

Title Title

IN WITNESS WHEREOF, PARTY #1, PARTY #2, and PARTY #3 have caused this Agreement to be duly executed, sealed and attested by their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

ATTEST: UPPER MACUNGIE TOWNSHIP

by _____ by _____
Signature Date Signature Date

Title Title