

RESOLUTION - 12-2021-3

BE IT RESOLVED, by authority of the Board of Supervisors  
of the Township of Middle Smithfield, Monroe  
County, and it is hereby resolved by authority of the same, that the Designate Official Title  
of Township of Middle Smithfield be authorized and directed to submit  
the attached Traffic Signal Maintenance Agreement, to submit future modifications to the attached  
Traffic Signal Maintenance Agreement, and to submit future Applications for Traffic Signal  
Approval either in writing or via electronic signature, to the Department of Transportation and to  
sign this Agreement on behalf of Township of Middle Smithfield.

Attest:

Township of Middle Smithfield

Michele Y. Clewell 12/3/21  
Signature Date

By: [Signature] 12/3/21  
Signature Date

Township Secretary  
Title

Chairman  
Title

I, Michele L. Clewell, Township Secretary  
(Name) (Official title)  
of the Board of Supervisors, Middle Smithfield Twp, do hereby certify that the  
(Name of governing body and Municipality)

foregoing is a true and correct copy of the Resolution legally adopted at the meeting held

the 2nd day of Dec., 2021.

December 3, 2021  
Date

Michele Y. Clewell  
Signature



TOWNSHIP OF MIDDLE SMITHFIELD  
MONROE COUNTY, PENNSYLVANIA

RESOLUTION NO. 12-2021-4

RESOLUTION AUTHORIZING THE TOWNSHIP OF MIDDLE SMITHFIELD TO  
ENTER INTO A COOPERATIVE MEMORANDUM AGREEMENT, SR 0209 (ROUTE  
209) MULTI-JURISDICTIONAL ADAPTIVE SIGNAL SYSTEM, WITH THE  
TOWNSHIP OF SMITHFIELD; AND OTHER MISCELLANEOUS MATTERS

WHEREAS, the Township of Middle Smithfield (the  
"Township"), Monroe County, Pennsylvania, is a Pennsylvania  
Second Class Township, governed by its Board of Supervisors (the  
"Board"); and

WHEREAS, the Intergovernmental Cooperation Law, Act of  
December 19, 1996, P.L. 1158, No. 177, found at 53 Pa. C. S. §  
2301 et seq., provides that two or more municipalities within  
the Commonwealth may jointly cooperate in the exercise or  
performance of their governmental functions, powers, or  
responsibilities; and

WHEREAS, the Board deems it in the best interest of  
the general welfare of the citizens and residents of the  
Township to enter into a joint agreement with the Township of  
Smithfield, Monroe County, in connection with a Green Light-Go  
project, described further below; and

WHEREAS, Section 1506 of the Second Class Township  
Code, Act of May 1, 1933, P.L. 103, No. 69, as amended by the  
Act of November 9, 1995, P.L. 350, No. 60, found at 53 P.S. §  
66506, entitled "General Powers," authorizes the Board to make  
and adopt ordinances, bylaws, rules and regulations necessary  
for the proper management, care, and control of the Township,  
and the maintenance of the health and welfare of the Township  
and its citizens; and

WHEREAS, Section 1507 of the Second Class Township  
Code, as amended, found at 53 P.S. § 66507, entitled  
"Intergovernmental Cooperation", authorizes the Board to make  
agreements with other municipal corporations in performing  
governmental powers, duties, and functions, and in carrying into  
effect the provisions of the Intergovernmental Cooperation Act;  
and

WHEREAS, the Board has negotiated the terms and



provisions of a Cooperative Memorandum Agreement, Sr 0209 (Route 209) Multi-Jurisdictional Adaptive Signal System, with the Township of Smithfield; and

WHEREAS, the Townships have entered into, or intend to enter into, Green Light-Go agreements with the Commonwealth of Pennsylvania, hereinafter called the "Commonwealth", to upgrade traffic signals along SR 0209 (Route 209) from Milford Road (SR 2012) through Winona Falls Road (SR 1016)/River Road within the municipalities of Smithfield and Middle Smithfield as part of the E03581 W011 - Green Light-Go Year 4 Monroe County Adaptive Project, hereinafter called the "Project"; and,

WHEREAS, the Project includes the installation of adaptive signal control technology and enhancements to the existing communication system, hereinafter called the "ASCT".

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Middle Smithfield Township, Monroe County, Pennsylvania, and it is hereby resolved by the authority of the same, to wit:

Section 1: The Township of Middle Smithfield is authorized to enter into a Cooperative Memorandum Agreement, Sr 0209 (Route 209) Multi-Jurisdictional Adaptive Signal System ("Memorandum Agreement"), with the Township of Smithfield substantially in the form attached hereto as Exhibit "A", and incorporated herein by reference. The Chair and Vice-Chair of the Township Board of Supervisors, individually and collectively, are authorized to execute and deliver the Memorandum Agreement to the Township of Smithfield, with such modifications as the signing Township official(s) deems necessary or convenient, in consultation with the Township Solicitor, provided such modifications do not substantially increase the financial obligations of the Township under the Memorandum Agreement.

Section 2: The Township Supervisors, individually and collectively, as well as other appropriate Township Officials, are authorized to take such further incidental and necessary action to effectuate the intent and purposes of this Resolution.

ADOPTED, by the Board of Supervisors of Middle Smithfield  
Township this 2nd day of Dec., 2021.

TOWNSHIP OF MIDDLE SMITHFIELD  
BOARD OF SUPERVISORS

  
Chairperson

  
Vice Chairperson

  
Supervisor

  
Township Secretary



EXIHIBIT "A" TO RESOLUTION AUTHORIZING THE TOWNSHIP OF MIDDLE  
SMITHFIELD TO ENTER INTO COOPERATIVE MEMORANDUM AGREEMENT, SR  
0209 (ROUTE 209) MULTI-JURISDICTIONAL ADAPTIVE SIGNAL SYSTEM  
WITH THE TOWNSHIP OF SMITHFIELD

[ATTACHED HERETO]

**COOPERATIVE MEMORANDUM OF AGREEMENT  
SR 0209 (ROUTE 209) MULTI-JURISDICTIONAL ADAPTIVE SIGNAL SYSTEM**

THIS COOPERATIVE MEMORANDUM OF AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between

Smithfield Township, located at 1155 Red Fox Road, East Stroudsburg, PA 18301, hereinafter called "Smithfield".

and

Middle Smithfield Township, located at 147 Municipal Drive, East Stroudsburg, PA 18302, hereinafter called "Middle Smithfield".

**WITNESSETH:**

WHEREAS, the municipalities have entered into Green Light-Go agreements with the Commonwealth of Pennsylvania, hereinafter called the "Commonwealth", to upgrade traffic signals along SR 0209 (Route 209) from Milford Road (SR 2012) through Winona Falls Road (SR 1016)/River Road within the municipalities of Smithfield and Middle Smithfield as part of the E03581 WO11 – Green Light-Go Year 4 Monroe County Adaptive Project, hereinafter called the "Project"; and,

WHEREAS, the Project includes the installation of adaptive signal control technology and enhancements to the existing communication system, hereinafter called the "ASCT".

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. Smithfield and Middle Smithfield have made application to the Commonwealth for certain Green Light-Go funds to enable the municipalities to construct and implement the ASCT and to make operational refinements to the ASCT and associated signal timings during a contractually designated test period. The obligations of the parties set forth below are contingent upon the municipalities proceeding with the construction and implementation of the ASCT. If the municipalities determine that they shall not proceed with the ASCT, the parties shall have no further obligations under this Agreement, and the Agreement will be terminated. The municipalities shall provide written notice to elect not to undertake the Project.
2. Project construction will include a testing and operation support period hereinafter called "Support". Construction documents will require the contractor to provide operational oversight and ASCT maintenance during Support. All other maintenance of specific traffic signals during Support 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". Upon completion of Support, Smithfield and Middle Smithfield will establish a collaborative maintenance support and



operational oversight program covering the ASCT for no less than a three-year period. Requirements to be covered in this agreement include:

a. ASCT Oversight Requirements:

- i. The implementation and coordination of timing plan revisions in areas covered by the ASCT due to any Commonwealth, Smithfield and Middle Smithfield projects or due to upgrades associated with approved highway occupancy permit.
  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 within two weeks from time of notification.
- ii. Monthly status report to all parties and their traffic signal maintenance providers detailing system operations, timing modifications, and system maintenance activities.
- iii. Participation in ASCT status meetings as noted in paragraph 6.

b. ASCT Maintenance Requirements:

- i. Two times per year preventive maintenance of system-wide communications systems, master controllers, central computers and system software in accordance with *PennDOT Publication 191, Guidelines for the Maintenance of Traffic Signal Systems* and manufacturer maintenance guidance.
- ii. Response maintenance activities of system-wide communications systems, master controllers, central computers and system software within 24 hours of notification and in accordance with *PennDOT Publication 191, Guidelines for the Maintenance of Traffic Signal Systems*.
- iii. Record keeping in accordance with *PennDOT Publication 191, Guidelines for the Maintenance of Traffic Signal Systems*.
- iv. Provide and implement system-wide software updates as well as traffic signal controller and detection system software updates.
- v. Other maintenance requirements to be agreed upon by Smithfield and Middle Smithfield.
- vi. Electric utility fees will be the responsibility of each municipality.

vii. Third party communication fees (cable drop or other) will be the responsibility of each municipality.

3. Spare equipment provided as part of the Project will be used at the direction of Smithfield and Middle Smithfield.
4. Smithfield and Middle Smithfield agree to support the interoperability and compatibility of ASCT by requiring future enhancements and upgrades to the ASCT signal controllers and other equipment compatible with the existing ASCT. For all signal projects (Developer-led, Municipality-led, and State-led), plans, specifications and estimates shall be provided to the Commonwealth, Smithfield and Middle Smithfield for review.
5. Smithfield and Middle Smithfield agree to require developers or other transportation enhancement projects to fund the following items at the discretion of municipal and PennDOT direction:
  - a. Furnish and install ASCT and communication equipment at the approval of the Commonwealth, Smithfield and Middle Smithfield for all new signals installed on the corridor within one-half mile of the ASCT, if the proposed development will impact the intersection.
  - b. Maintain system timing plan cycle lengths in traffic impact analysis, if the "impact" (defined below) of the development does not extend beyond four intersections within the ASCT coverage area.
  - c. Analyze the impact on the entire ASCT, if the proposed development has an "impact" (defined below) on more than four intersections within the ASCT coverage area. Data collection would be required at only those intersections impacted and analysis for all other intersections would be conducted utilizing historic traffic volumes and approved adjustments.
  - d. Provide materials and equipment necessary to meet operational compatibility as defined in paragraph 4 above.
  - e. Impact is defined as a five percent increase in total intersection traffic volume during one or more peak hours, a drop in level of service by one letter, as governed in the municipal traffic engineering requirements, or as designated in a pre-traffic impact study coordination meeting.
  - f. Or in the opinion of the Department, the development or redevelopment is expected to have a significant impact on this corridor's safety or traffic flow, even if the above criteria is not met.



6. Smithfield and Middle Smithfield agree to coordinate as needed to maximize safe and efficient ASCT 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.
  - c. Agreement to support the interoperability and compatibility of ASCT as detailed in paragraphs 4 and 5.
  - d. Agreement to have an ASCT status meeting on a quarterly (as needed) basis to be initiated by either Smithfield or Middle Smithfield.
  - e. Agreement to meet annually (as needed) to review ASCT operations and discuss future enhancements.
  - f. Agreement to address dispute resolution as detailed in paragraph 7.
7. Disputes arising between Smithfield and Middle Smithfield should be resolved in the following manner:
  - a. Smithfield and Middle Smithfield agree to meet to discuss the dispute and identify a resolution.
  - b. If the dispute is not resolved; Smithfield and Middle Smithfield 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, Smithfield and Middle Smithfield then file a claim with the Court of Common Pleas. Pending a final judicial resolution of a controversy or claim, Smithfield and Middle Smithfield 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 municipality 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. This agreement shall remain in place for the life of the adaptive signal control system unless discontinued by all parties.

IN WITNESS WHEREOF, Smithfield and Middle Smithfield 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:

SMITHFIELD TOWNSHIP

by \_\_\_\_\_  
Signature Date

by \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Additional signatures:

ATTEST:

MIDDLE SMITHFIELD TOWNSHIP

by Michele J. Clewell 12/3/21  
Signature Date

by [Signature] 12/3/21  
Signature Date

Township Secretary  
Title

Chairman  
Title

Additional signatures:

*If a corporation, the President or Vice President must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign.*