

**TOWNSHIP OF ANTRIM
FRANKLIN COUNTY, PENNSYLVANIA
ORDINANCE NO. 322 OF 2011**

**AN ORDINANCE OF THE TOWNSHIP OF ANTRIM
AUTHORIZING THE TOWNSHIP OF ANTRIM TO ENTER INTO
AN INTERGOVERNMENTAL AGREEMENT WITH GUILFORD
TOWNSHIP.**

WHEREAS, Guilford Township and the Township of Antrim desire to enter into an agreement concerning the improvements of a box culvert on Lehman/Feaster Road; and

WHEREAS, the “Intergovernmental Cooperation Act” (53 Pa. C.S. Section 2301-2315) requires the passage of an ordinance and a written agreement between the cooperating municipalities in order for the agreement to be effective.

**NOW, THEREFORE, IT IS HEREBY ENACTED AND
ORDAINED**, by the Township of Antrim as follows:

1. A new Chapter 9 entitled “Intergovernmental Agreements” shall be added to the Code of the Township of Antrim.
2. Section 9-1 of Chapter 9 shall read as follows:

9.1. Guilford Township Intergovernmental Agreement.

The terms of the agreement labeled Exhibit “1”, and attached hereto, are hereby adopted by the Township of Antrim and the terms of the agreement may be modified in the future by Resolution.

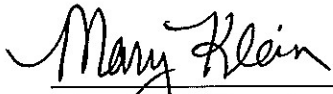
3. If any article, section or provision in this ordinance should be decided by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole or any part thereof other than the parts so decided to be unconstitutional or invalid.

4. All other Township of Antrim ordinances or parts of other ordinances in conflict herewith, are hereby repealed.
5. Effective date. This ordinance shall become effective in accordance with the law.

ENACTED AND ORDAINED this 12th day of May, 2011, by the Board of Supervisors of the Township of Antrim, Franklin County, Pennsylvania in lawful session, duly assembled.

Attest:

TOWNSHIP OF ANTRIM




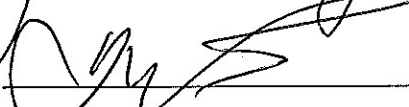
Mary Klein, Secretary


By: 

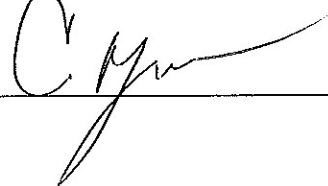
Samuel Miller, Chairman

(SEAL)









LEHMAN/FEASTER ROAD AGREEMENT

THIS AGREEMENT, is made this ____ day of _____, 2011,
BY AND BETWEEN the Township of Antrim, Franklin County, Pennsylvania,
hereinafter referred to as "Antrim" AND Guilford Township of Franklin County,
Pennsylvania, hereinafter referred to as "Guilford".

WHEREAS, Antrim and Guilford agree that it is in the best interest of the
residents of Antrim and Guilford that improvements be made to the box culvert on the
borderline of Antrim and Guilford on Lehman/Feaster Road (hereinafter referred to as the
"Project"); and

WHEREAS, pursuant to the provisions of Chapter 23, Subchapter A,
Intergovernmental Cooperation, of the General Local Government Code, 53 Pa.C.S.
§2301, et seq. ("Intergovernmental Cooperation Law"), a local government may enter into
an intergovernmental cooperation agreement upon the passage of an ordinance by its
governing body; and

WHEREAS, the parties desire to set forth their legal rights and obligations
concerning the work to be performed in order to construct said improvements.

NOW, THEREFORE, WITNESSETH, that in consideration of the mutual
premises and covenants herein contained, and intending to be legally bound hereby, the
parties agree as follows:

1. The whereas paragraphs as set forth above are incorporated herein by
reference as if set forth in full hereunder.
2. Antrim shall be responsible for all engineering fees for the Project. (The
location of the Project is set forth on the Access Easement Plan for the "Lehman Road
Culvert Replacement" prepared by Martin and Martin, Incorporated, dated 4/22/09, a
copy of which is labeled Exhibit "A", attached hereto, and incorporated herein by
reference.)
3. The costs of construction shall be paid by Antrim and Guilford pursuant to
the "Lehman/Feaster Road (T-432) Culvert Replacement Municipal Cost Commitment

Schedule”, a copy of which is labeled Exhibit “B”, attached hereto, and incorporated herein by reference as if set forth in full hereunder.

4. Antrim shall further be responsible for preparing the bid documents and advertising for the work to be performed for the Project. However, Antrim and Guilford shall be equally responsible for paying for the costs of preparing the bid documents, advertising costs, legal costs and any other costs for the Project not covered in number 3 above. Said costs are estimated to be in the amount of Fifteen Thousand (\$15,000.00) Dollars. Antrim will provide Guilford with invoices detailing said costs and Guilford shall remit payment for any undisputed invoices within thirty (30) days of being presented with such invoices.

5. After the project improvements are constructed, Antrim and Guilford shall be equally responsible for maintenance of the box culvert; and shall be fully responsible to maintain Project improvements located wholly within their respective Municipal boundaries.

6. This contract is expressly conditioned upon the parties being able to obtain the appropriate right-of-ways and permits including, but not limited to, permits from all local, state, federal governments and utilities.

7. This agreement shall be interpreted and construed pursuant to the laws of the Commonwealth of Pennsylvania.

8. This agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument.

9. This agreement shall be dated on the date the last party signs the agreement and shall be effective as of that date.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by persons authorized to sign on their behalf by signing below as of the day and year first above written.

Attest:

GUILFORD TOWNSHIP

, Secretary

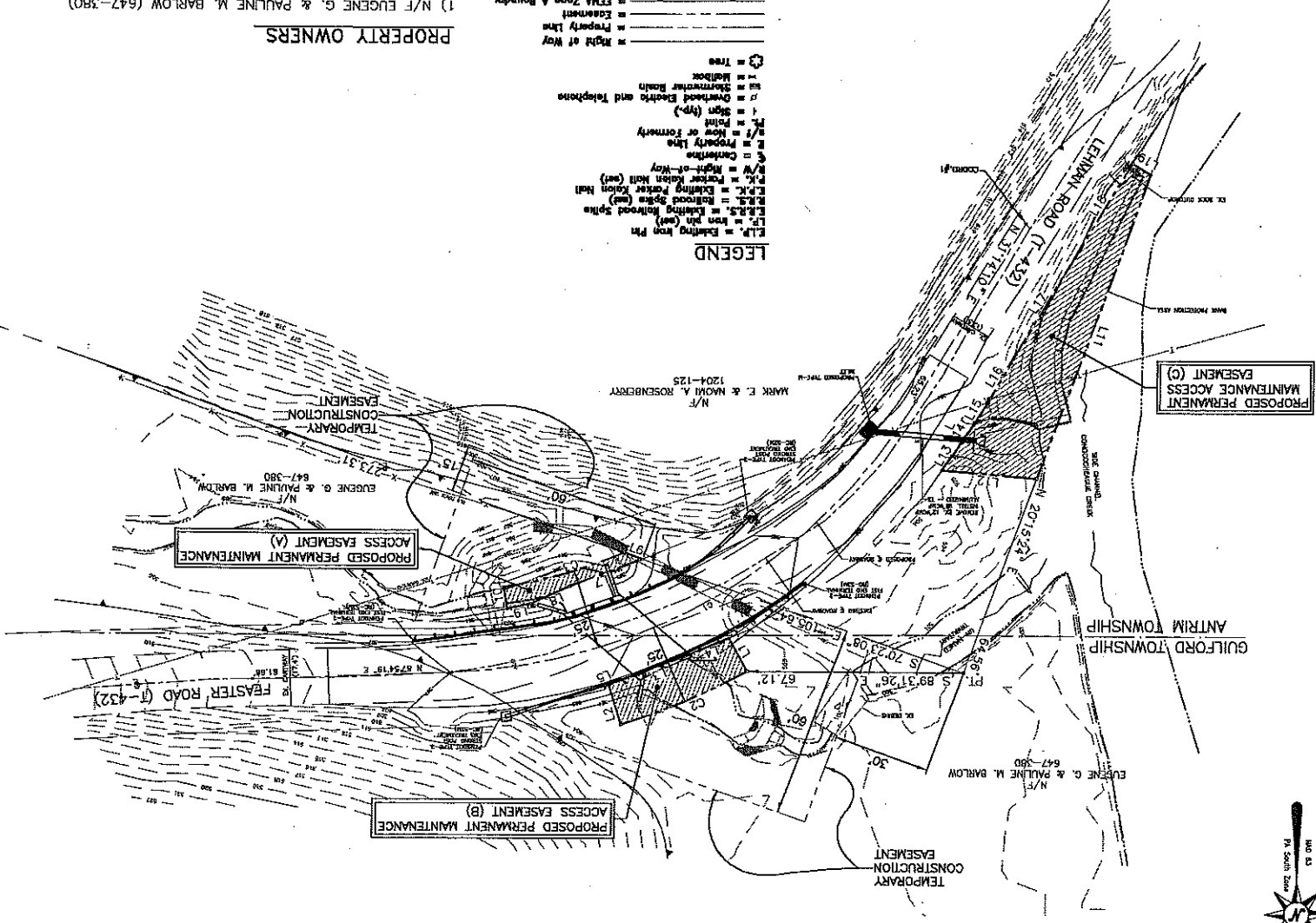
By: _____
, Chairman

Attest:

TOWNSHIP OF ANTRIM

, Secretary

By: _____
, Chairman



- LEGEND**
- ⊙ = Tree
 - = Right of Way
 - = Property Line
 - = Easement
 - = FEMA Zone A Boundary
 - = CONTROL
 - = Right of Way
 - = Property Line
 - = Easement
 - = FEMA Zone A Boundary
 - ⊙ = Tree
 - = Right of Way
 - = Property Line
 - = Easement
 - = FEMA Zone A Boundary
- CONTROL**
- ⊙ = Tree
 - = Right of Way
 - = Property Line
 - = Easement
 - = FEMA Zone A Boundary

- PROPERTY OWNERS**
- 1) N/F EUGENE G. & PAULINE M. BARLOW (647-380)
EASEMENT A = 528 S.F.
EASEMENT B = 198 S.F.
 - 2) N/F MARK E. & NAOMI A. ROSENBERRY (1204-125)
EASEMENT C = 1,769 S.F.

COORD. #1: N188101.8440, E 1873828.5408

VERTICAL CURVE AS
HORIZONTAL CURVE AS
T.M. = TOP OF EXISTING ENDWALL II. = 505.87'

Ex. 20' Locust @ R.R. R/W
N 78° 08' 00" W 189.908
S 34° 58' 11" (old) E 527.1407
E 224.451
W 20° 00' 30" S 20.000



LINE TABLE

LINE BEARING	ANGLE	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	RADIUS	ARC LENGTH
L1	N 29° 17' 10" W	11.78				
L2	S 17° 08' 39" E	12.83				
L3	N 69° 11' 59" E	28.88				
L4	S 65° 55' 55" W	19.23				
L5	S 89° 56' 33" W	0.28				
L6	N 70° 23' 08" W	5.93				
L7	N 69° 11' 59" E	24.19				
L8	N 65° 55' 55" E	13.02				
L9	N 72° 28' 02" E	7.89				
L10	S 08° 38' 17" E	0.89				
L11	N 20° 15' 24" E	100.88				
L12	S 85° 20' 14" E	29.34				
L13	S 34° 52' 38" W	8.88				
L14	S 14° 16' 50" W	8.88				
L15	S 32° 10' 51" W	8.19				
L16	S 28° 48' 22" W	17.47				
L17	S 30° 45' 04" W	35.14				
L18	S 21° 41' 37" W	24.83				
L19	N 58° 18' 23" W	8.90				

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	175.00'	56.4009'	166.12'	N 59° 34' 15" E	56.4009'	94.36'
C2	200.00'	43.36'	42.28'	N 65° 45' 56" E	17° 08' 10"	21.26'
C3	130.00'	35.91'	39.80'	N 73° 04' 32" E	14° 31' 42"	19.56'

FRANKLIN COUNTY

ACCESS EASEMENT PLAN

LEHMAN ROAD CULVERT REPLACEMENT

Scale: 1"=50'
Job # 8233, X:\document12.dwg
Date: 04/22/09
By: DB
CHK'd: WK

EXHIBIT "A"

MMI martin and martin incorporated
37 south main street • suite A
chambersburg, pennsylvania • 17201
phone: (717) 264-6759

LEHMAN/FEASTER ROAD (T-432) CULVERT REPLACEMENT

ANRTIM TOWNSHIP CONTRACT #2010-823.340

MUNICIPAL COST COMMITMENT SCHEDULE

CONTRACT ITEM	DESCRIPTION OF ITEM	COST COMMITMENT		TOTAL
		ANTRIM TOWNSHIP	GUILFORD TOWNSHIP	
0201-01	Clearing and Grubbing	50%	50%	100%
0309-01	4" Superpave Asphalt Base Course	54%	46%	100%
0350-01	Subbase	54%	46%	100%
0409-01.1	Superpave Asphalt Wearing Course 1" Overlay and Transitions	82%	18%	100%
0409-01.2	2" Superpave Asphalt Wearing Course	54%	46%	100%
0490-01	Pavement Removal	54%	46%	100%
0601-01	Storm Sewer Pipe	100%	0%	100%
0605-01	Type-M Inlet	100%	0%	100%
0608-01	Mobilization	50%	50%	100%
0620-01	Guiderail	50%	50%	100%
0626-01	Gabions	100%	0%	100%
0686-01	Construction Surveying	60%	40%	100%
0850-01	Rock Lining	63%	37%	100%
0962-01	Pavement Markings	68%	32%	100%
1018-01	Remove Existing Culvert and Misc. Structures	50%	50%	100%
1085-01	Precast Concrete Box Culvert and Wingwalls	50%	50%	100%
2000-01	Erosion and Sediment Control	60%	40%	100%

Dated: 5/24/2010

Revised:1/5/11