

TOWNSHIP OF ANTRIM, FRANKLIN COUNTY  
COMMONWEALTH OF PENNSYLVANIA  
ORDINANCE NO. 321 OF 2011

**AN ORDINANCE AMENDING THE ANTRIM TOWNSHIP ZONING CHAPTER OF  
THE CODE OF THE TOWNSHIP OF ANTRIM**

**WHEREAS**, the Township of Antrim currently has zoning regulations as set forth in Chapter 150 of the Code of the Township of Antrim, Pennsylvania; and

**WHEREAS**, the Antrim Township Board of Supervisors desire to amend said Chapter 150 in order to promote the public health, safety and welfare of the residents of the Township; and

**WHEREAS**, the Antrim Township Board of Supervisors desire to amend said Chapter 150 in order to meet the needs of our community; and

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED**, by the Board of Supervisors of the Township of Antrim pursuant to the "Pennsylvania Municipalities Code" (53 P.S. § 10101 et seq.) as follows:

**Section 1** – The Antrim Township Zoning Map referred to in Article III, §150-6 of the code of the Township of Antrim, Pennsylvania is hereby amended by district boundaries as set forth on Exhibit "A" attached hereto and incorporated herein by reference.

**Section 2** – Article XII, Section 150-29(B) entitled "Fireworks sales establishments in accordance with the following standards." shall be amended by deleting it in its entirety and replacing it with the following:

§ 150-29 (B). Fireworks sales establishments in accordance with the following standards:

- (1) Fireworks sales and storage establishments must be conducted and maintained in such a manner as to ensure the health, safety and welfare of the citizens and their property in Antrim Township and any other neighboring municipality.
- (2) General regulations.
  - (a) Fireworks sales and/or storage businesses shall only be permitted as a conditional use in the Highway Commercial (HC) Zoning Districts.
  - (b) Fireworks sales and/or storage facilities shall supply adequate fire suppression by either a fire hydrant if on public water, or a water tower, or similar water storage device to supply the sprinkler system at full flow with a minimum of 1 hour of water.
  - (c) All front, side and rear yards shall be 50 feet.

- (d) No fireworks sales and/or storage facility shall be located within 250 feet from another fireworks sales or storage facility.
  - (e) Nonconforming buildings or lots. No nonconforming building or lot shall be used for a fireworks-oriented business. No other existing building, lot or use shall be added to, enlarged, expanded in size or program or converted for purposes of conducting any fireworks sales and/or storage business unless application to do so has been made pursuant to this section.
  - (f) Each fireworks sales and storage business shall conform to all applicable laws and regulations with regards to federal, state and local laws. If any of these regulations conflict then the most stringent requirement shall apply.
  - (g) Meet any other condition set forth by the Board of Supervisors which is reasonable and that provides for the health, safety, and well-being of the public in general.
- (3) It shall be prohibited to sell display fireworks within the municipal boundaries of Antrim Township.
- (4) Definitions. As used in this section, the following terms shall have the meanings indicated:

**CONSUMER FIREWORKS** -- Includes combustible or explosive composition or any substances intended to produce visible and/or audible effects by combustion and which is suitable for use by the public that complies with the construction, performance, composition and labeling requirements promulgated by the Consumer Products Safety Commission in 16 CFR (relating to commercial practices) or any successor regulation and which complies with the provisions for "consumer fireworks" as defined in the American Pyrotechnics Association (APA) Standard (87-1), or any successor standard. The term does not include such devices as "ground and handheld sparkling devices," "novelties" and "toy caps" in APA Standard 87-1, the sale, possession and use of which shall be permitted at all times throughout this Township.

**DISPLAY FIREWORKS** -- Large fireworks designed primarily to produce visible or audible effects by combustion, deflagration, or detonation. This term includes, but is not limited to, salutes containing more than two grains (130 milligrams) of explosive materials, aerial shells containing more than 40 grams of pyrotechnic compositions, and other display pieces which exceed the limits of explosive materials for classification as "consumer fireworks." Display fireworks are classified as fireworks UN0333, UN0334 or UN0335 by the U.S. Department of Transportation at 49 CFR 172.101. This term also includes fused set pieces containing components which together exceed 50 milligrams of salute powder.

**FIREWORKS** -- Includes either consumer or display fireworks.

**PERSON** -- As used herein, refers to any natural person, any partnership, any corporation and/or association.

**Section 3 – Effective Date.** This Ordinance shall become effective in accordance with the law.

**Section 4 – Repealer.** All other Township ordinances or parts of other ordinances in conflict herewith, are hereby repealed.

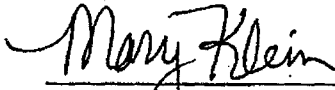
**Section 5 - Severability.** If any article, section, or provision of this Ordinance should be decided by the Courts to be unconstitutional or invalid, such decision shall not affect the validity

of this Ordinance as a whole or any part thereof other than the part so decided to be unconstitutional or invalid.

ENACTED by the Board of Supervisors of the Township of Antrim at its regular meeting on the day of March 8, 2011.

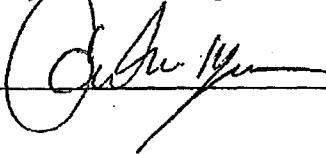
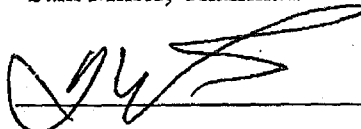
Attest:

SUPERVISORS OF ANTRIM TOWNSHIP



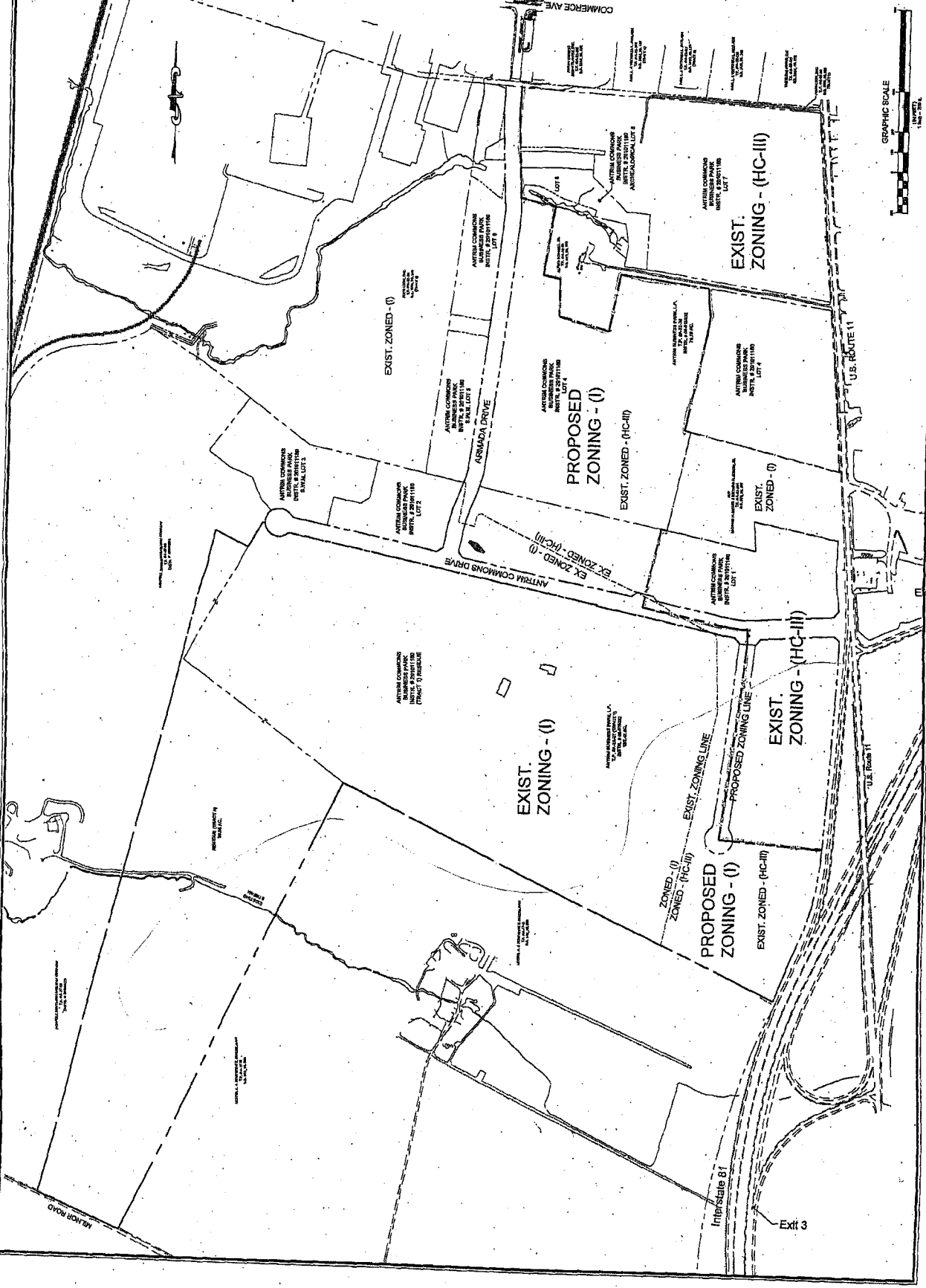
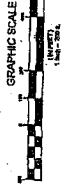
Mary Klein, Secretary

\_\_\_\_\_  
Sam Miller, Chairman



<p><b>ANTRIM COMMONS BUSINESS PARK</b>          for  <b>PROPOSED ZONING EXHIBIT</b></p>		<p>ARTER TRAMWAY          FRANKLIN COUNTY, PENNSYLVANIA</p>
<p>DATE: 11/20/07          DRAWN BY: [unintelligible]          CHECKED BY: [unintelligible]          SCALE: AS SHOWN</p>	<p>T REDRICK &amp; ASSOCIATES, INC.          237 NORTH POTOMAC STREET, HARRISBURG, PENNSYLVANIA 17102          CIVIL ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS AND PLANNERS</p>	

1:0



APPENDING

CUST LETTER:

LINENUMBER:

A

284851

CUST PREFIX:

DATE RECVD:

AN

10/29/2012

CUST NUMBER:

JOB NUMBER:

1579

LEG TITLE:

Ord. No. 322

**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 12<sup>th</sup> 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  
Mary Klein, Secretary

By: Samuel Miller  
Samuel Miller, Chairman

(SEAL)

James Byers  
[Signature]  
[Signature]  
[Signature]

**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 deemed an original and all of which, taking 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



**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