

**TOWNSHIP OF ANTRIM  
FRANKLIN COUNTY, PENNSYLVANIA  
ORDINANCE NO. 328 OF 2013**

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

**WHEREAS**, County of Franklin and the Township of Antrim desire to enter into an agreement concerning the construction of a sewer line on Antrim Church Road to service the Township Municipal Building and County Senior Center; 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. The terms of the agreement labeled Exhibit "A", and attached hereto, are hereby adopted by the Township of Antrim.
2. 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 All other Antrim Township ordinances or parts of other ordinances in conflict herewith, are hereby repealed.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 13<sup>th</sup> day of August,  
2013, by the Board of Supervisors of the Township of Antrim, Franklin  
County, Pennsylvania in lawful session, duly assembled.

Attest:

TOWNSHIP OF ANTRIM

*Jennifer Becknell*

By:

*[Signature]*

Fred Young, Chairman

*[Signature]*

(SEAL)

*[Signature]*

*[Signature]*

**SEWER CONNECTION AGREEMENT**

**THIS AGREEMENT**, is made this 18 day of July, 2013,  
**BY AND BETWEEN** Antrim Township, Franklin County, Pennsylvania, hereinafter referred to as "Antrim" **AND** Franklin County, Pennsylvania, hereinafter referred to as "County".

**WHEREAS**, all of the above named parties agree that it is in the best interest of the residents of the County, and in particular in the best interest of the residents of Antrim that the Antrim Township Municipal Building and the Greencastle Senior Activity Center be connected to public sewer service; and

**WHEREAS**, the parties further agree that working together on engineering and construction of the connection will provide cost efficiencies to both entities; and

**WHEREAS**, the parties desire to set forth their legal rights and obligations concerning the work to be performed in order to install the infrastructure necessary to make the connection.

**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. Subject to paragraph 12 below, Antrim and County shall each be responsible for payment of the Common Infrastructure Costs (as shown on attached Cost Budget Estimate dated June 3, 2013) on a 50% / 50% basis. The attached Cost Budget Estimate is marked as Exhibit "A" and is incorporated by reference herein. It is understood and agreed that the costs shown on the attachment are estimates only and the actual cost may differ from the estimates shown. The actual costs will be defined once the project has been completely constructed.
3. Subject to paragraph 12 below, Antrim and County shall each be responsible for payment of the Cost to Construct LPS Sewer from the proposed tie-in in

**EXHIBIT A**

front of the Greencastle Lube Center to the Antrim Lateral connection point on the 2" pressure line on a 50% / 50% basis.

4. Subject to paragraph 12 below, County shall be responsible to pay 100% of the Cost to Construct LPS Sewer from Antrim Lateral connection point on the 2" pressure line to the Terminal End.

5. Antrim shall be responsible to pay 100% of the Township Onsite Costs.

6. Subject to paragraph 12 below, County shall be responsible to pay 100% of the Senior Center Onsite Costs.

7. Engineering costs prior to 1/1/13 have been paid 100% by Antrim. County will share in these costs on a 50% / 50% basis.

8. Antrim and County shall each be responsible to pay for engineering costs from 1/1/13 to Current on a 50% / 50% basis, except as provided in paragraphs 9 and 10 below.

9. Antrim shall be responsible to pay 100% of the engineering costs related to the connection of the Municipal Building via the Antrim lateral.

10. Subject to paragraph 12 below, County shall be responsible to pay 100% of the engineering costs related to the connection of the Senior Center via the County lateral and extending the line from the Antrim lateral to the terminal end.

11. The completed LPS Sewer Line (from connection at the sewer main along Rte. 16 to the property line of the County's Senior Center) will be a private line owned by the Township and installed for the purpose of providing sewer service to the Township Municipal Building, the Senior Activity Center, and the Greencastle Lube Center. The laterals pump units, and any other infrastructure on each individual property will be the sole responsibility of that respective entity from the point of connection at the LPS Sewer Line to termination at the building.

12. The bid specifications shall provide for two options to allow potential contractors to bid on the work required by the Township, as outlined in this agreement, as well as an alternative option to address the work required by the County. Upon return and review of all bid responses, County shall have the right to not proceed with a line connection to the Senior Center should the bid responses not be acceptable to the County.

In the event that the County does not proceed with a line connection to the Senior Center, County shall provide written notice to Township within 5 days of bid opening and County shall be relieved of all obligations under this agreement, financial and otherwise.

EXCEPT that County shall reimburse Township its share of engineering costs from 1/1/13 until the completion of the bid specifications.

13. It will be a requirement of the contract documents that connection of the Township Building will occur prior to work on connecting the Senior Center begins.

14. The Antrim Township engineer will be responsible for preparing the bid documents and advertising for the work to be performed. County will have the right of review and comment on the bid documents, at it pertains and impacts the County's share of the work prior to its release. Antrim and County will each be responsible for payment of these engineering costs on a 50% / 50% basis. Oversight of the construction will be conducted by Antrim and County staff respective to their own locations.

15. The County will make provision to allow the eventual contractor to work on their site, even though the construction contract will be with Antrim. As a result, the County agrees to release Antrim from damages as the result of actions of the contractor working on the County's property. Provision will be made in the bid documents that both Antrim and the County will be listed as "Additional Insured" on the contractor's insurance coverage.

16. Costs incurred will be paid by Antrim with the County reimbursing Antrim upon submittal for payment. County shall make one payment of half of the cost (50%) prior to December 31, 2013 and final payment of the balance prior to December 31, 2014.

17. This agreement must be approved and signed by both parties on or before July 24, 2013. Failure to do so shall result in this Agreement being null and void.


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

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

20. 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.

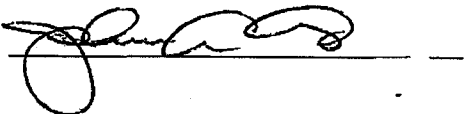
Attest:

  
Jennifer Becknell, Secretary


ANTRIM TOWNSHIP

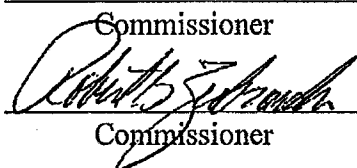
By:   
Fred Young, Chairman

Attest:



COUNTY OF FRANKLIN

By:   
Commissioner

Commissioner  
  
Commissioner

Antrim Township  
 Antrim Church Road LPS Construction Cost Budget Estimate  
 3-Jun-13

Total Length of LPS Sewer Extension From Existing 2 inch Tie-In to County Senior Center Property = 1100 feet  
 Length of LPS Sewer From Existing 2 inch Tie-In to Antrim Township Lateral Connection = 650 feet  
 Length of LPS Sewer From Antrim Township Lateral to County Senior Center Property = 450 feet

Common Infrastructure Costs (50/50 Split)

Description	Unit	Quantity	Unit Price	Extension	County Cost	Twp. Cost
Fee to Purchase Existing Private Lateral (Lump Sum + Tap Fee)	LS	1	\$9,854.00	\$ 9,854.00	\$ 4,927.00	\$ 4,927.00
Construction Surveying	LS	1	\$2,500.00	\$ 2,500.00	\$ 1,250.00	\$ 1,250.00
Maintenance and Protection of Traffic	LS	1	\$2,500.00	\$ 2,500.00	\$ 1,250.00	\$ 1,250.00
Erosion Control Structure (SM Fence)	LF	400	\$ 7.00	\$ 2,800.00	\$ 1,400.00	\$ 1,400.00

Total Construction Cost \$ 15,300.00 \$ 7,650.00 \$ 7,650.00  
 Contingency Cost (10%) \$ 1,530.00 \$ 765.00 \$ 765.00  
 Total Budgetary Cost Estimate \$ 16,830.00 \$ 8,415.00 \$ 8,415.00

Cost to Construct LPS Sewer From Ex. Tie-In to Antrim Lateral (50/50 Split)

Description	Unit	Quantity	Unit Price	Extension	County Cost	Twp. Cost
2" PVC SDR 21 LPS, Complete in Place including all necessary excavation, bedding, backfill, fittings and appurtenances	LF	650	\$ 40.00	\$ 26,000.00	\$ 13,000.00	\$ 13,000.00
Temporary Pavement Repair and Restoration	LF	100	\$ 10.00	\$ 1,000.00	\$ 500.00	\$ 500.00
Permanent Pavement Repair and Restoration	LF	100	\$ 20.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
In-Line C/O Facility, Complete in Place including all necessary excavation, bedding, backfill, fittings and appurtenances	LF	400	\$ 12.00	\$ 4,800.00	\$ 2,400.00	\$ 2,400.00
Terminal C/O Facility, Complete in Place including all necessary excavation, bedding, backfill, fittings and appurtenances	EA	2	\$ 1,800.00	\$ 3,600.00	\$ 1,800.00	\$ 1,800.00
Connection to Existing 2" LPS	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 750.00	\$ 750.00

Total Construction Cost \$ 38,900.00 \$ 19,450.00 \$ 19,450.00  
 Contingency Cost (10%) \$ 3,890.00 \$ 1,945.00 \$ 1,945.00  
 Total Budgetary Cost Estimate \$ 42,790.00 \$ 21,395.00 \$ 21,395.00

Cost to Construct LPS Sewer From Antrim Lateral to Terminal End (100% County)

Description	Unit	Quantity	Unit Price	Extension	County Cost	Twp. Cost
2" PVC SDR 21 LPS, Complete in Place including all necessary excavation, bedding, backfill, fittings and appurtenances	LF	450	\$ 40.00	\$ 18,000.00	\$ 18,000.00	\$ 0.00
Temporary Pavement Repair and Restoration	LF	400	\$ 10.00	\$ 4,000.00	\$ 4,000.00	\$ 0.00
Permanent Pavement Repair and Restoration	LF	400	\$ 20.00	\$ 8,000.00	\$ 8,000.00	\$ 0.00
In-Line C/O Facility, Complete in Place including all necessary excavation, bedding, backfill, fittings and appurtenances	EA	2	\$ 1,800.00	\$ 3,600.00	\$ 3,600.00	\$ 0.00
Terminal C/O Facility, Complete in Place including all necessary excavation, bedding, backfill, fittings and appurtenances	EA	1	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 0.00

Total Construction Cost \$ 35,300.00 \$ 35,300.00 \$ 0.00  
 Contingency Cost (10%) \$ 3,530.00 \$ 3,530.00 \$ 0.00  
 Total Budgetary Cost Estimate \$ 38,830.00 \$ 38,830.00 \$ 0.00

Antrim Township Onsite Cost Estimate (100% Twp.)

Description	Unit	Quantity	Unit Price	Extension	County Cost	Twp. Cost
Abandonment/Removal of Existing 1,000 Gallon Holding Tank	EA	1	\$ 2,000.00	\$ 2,000.00	\$0.00	\$2,000.00
Erosion Control Structure (Silt Fence)	LF	200	\$ 7.00	\$ 1,400.00	\$0.00	\$1,400.00
Bollard	EA	4	\$ 200.00	\$ 800.00	\$0.00	\$800.00
1.5" PVC SDR 21 LPS Service Lateral, Complete in Place including all necessary excavation, bedding, backfill, fittings, valves and appurtenances	LF	180	\$ 38.00	\$ 6,840.00	\$0.00	\$6,840.00
Permanent Gravel Drive Repair and Restoration	LF	180	\$ 12.00	\$ 2,160.00	\$0.00	\$2,160.00
Installation of Environment One Grinder Pump Station Model DH1071-93, Complete in Place including excavations, backfill, fittings, electrical connections, alarms and all appurtenances	EA	1	\$ 10,000.00	\$ 10,000.00	\$0.00	\$10,000.00
4" Schedule 40 PVC Sanitary Sewer Service Extension, Complete in Place including Tie-In, Excavation, Bedding, Backfill, Fittings and Appurtenances	LF	90	\$ 50.00	\$ 4,500.00	\$0.00	\$4,500.00

Total Construction Cost \$ 27,700.00  
 Contingency Cost (10%) \$ 2,770.00  
 Total Budgetary Cost Estimate \$ 30,470.00

County Senior Center Onsite Cost Estimate (100% County)

Description	Unit	Quantity	Unit Price	Extension	County Cost	Twp. Cost
Abandonment/Removal of Existing Septic Tank	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$0.00
Erosion Control Structure (Silt Fence)	LF	200	\$ 7.00	\$ 1,400.00	\$ 1,400.00	\$0.00
1.5" PVC SDR LPS Service Lateral, Complete in Place including all necessary excavation, bedding, backfill, fittings, valves and appurtenances	LF	175	\$ 38.00	\$ 6,650.00	\$ 6,650.00	\$0.00
Lawn Restoration	SY	100	\$ 8.00	\$ 800.00	\$ 800.00	\$0.00
Installation of Environment One Grinder Pump Station Model DH152-93, Complete in Place including excavations, backfill, fittings, electrical connections alarms and all appurtenances	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$0.00
4" Schedule 40 PVC Sanitary Sewer Service Extension, Complete in Place including Tie-In, Excavation, Bedding, Backfill, Fittings and Appurtenances	LF	50	\$ 50.00	\$ 2,500.00	\$ 2,500.00	\$0.00

Total Construction Cost \$ 28,350.00  
 Contingency Cost (20%) \$ 5,670.00  
 Total Budgetary Cost Estimate \$ 34,020.00

Engineering Fee Estimate  
 Total Budgetary Project Construction Cost \$ 102,660.00  
 Invoiced Engineering Prior to 1/1/13 \$9,412.78  
 Invoiced Engineering from 1/1/13 to Current (\$2,407.00) 50/50 Split \$1,203.50  
 Additional Engineering and Survey Fees \$12,200.00  
 Total Estimated Project Cost \$116,063.50  
 \$72,346.28