

**INTER-MUNICIPAL AGREEMENT**  
**KINNEMAN ROAD**

This Inter-Municipal Agreement entered into this 16<sup>th</sup> day of July, 2020, by and between **BERWICK TOWNSHIP**, a municipal subdivision of the Commonwealth of Pennsylvania organized and existing under the Second Class Municipality Code, as amended, 53 P.S. §65151 et seq., with a business address of 85 Municipal Road, Hanover, Pennsylvania 17331 (hereinafter referred to as "the Township") – **AND – THE BOROUGH OF ABBOTTSTOWN**, a municipal subdivision of the Commonwealth of Pennsylvania organized and existing under the Borough Code, as amended, 53 Pa. C.S.A. §101, et seq. with a business address of 241 High Street, Abbottstown, Pennsylvania 17301 (hereinafter referred to as “the Borough”).

**WITNESSETH:**

**WHEREAS**, Berwick and Abbottstown share a common border generally along the center line of Kinneman Road running generally from U.S. Route 30 to Sutton Road; and

**WHEREAS**, both municipalities recognize that improvements to Kinneman Road made by one municipality will benefit both municipalities; and

**WHEREAS**, as such, Berwick and Abbottstown each have an independent interest and a common interest in improving Kinneman Road within their respective borders; and

**WHEREAS**, as part of subdivision and land development plan, Residence at the Bridges, LLC is constructing improvements to Kinneman Road, including, but not limited to road widening and general road restoration utilizing “cold in place recycling” followed by a “scratch coat” and then a “top coat”; and

**WHEREAS**, the respective municipalities believe it is in their best interests to install

certain stormwater management facilities upgrades (e.g., drainage pipes and inlets) in Kinneman Road within the area to be paved by Residence at the Bridges, LLC;

**WHEREAS**, the parties wish to set forth the terms and conditions of their agreement with respect to the aforesaid improvements to Kinneman Road; and

**WHEREAS**, Berwick and Abbottstown are represented by same Solicitor, who on March 4, 2020, at the joint meeting of the municipalities disclosed the potential conflict of interest in writing, and Berwick and Abbottstown each waived the conflict of interest as to the preparation of this Agreement and the related Resolutions; and

**WHEREAS**, the parties acknowledge that the Solicitor for Berwick and Abbottstown has acted in the role of scrivener of this Agreement, reducing the agreement of the municipalities with respect to this matter to writing; and

**NOW, THEREFORE**, in consideration of the above recitals and intending to be legally bound, the parties agree as follows:

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals, intending to be legally bound, the day and year first above written.

1. Berwick and Abbottstown agree for the purposes of this Agreement that the municipal boundary between the municipalities is the centerline of Kinneman Road.
2. The municipalities have each authorized KPI Technology and Sharrah Design Group to finalize the design plans, drawings and to complete the necessary bid documents and public advertisements for the project.
3. Upon completion of the final design plans and drawings, each municipality will approve the final design plans and approve the bid documents and public advertisement for the project.

4. The municipalities shall share in the cost of the design work as follows: seventy-five (75%) percent Berwick/twenty-five (25%) percent Abbottstown, inclusive of Sharrah's past design work with respect to Kinneman Road in the amount of \$4000.00 which has already been paid by Berwick. Payment shall be made by the respective municipalities in due course as invoices are received.
5. The municipalities shall share the cost of the preparation of the bid documents and public advertisement as follows: fifty (50%) percent Berwick/fifty (50%) Abbottstown. Payment shall be made by the respective municipalities in due course as invoices are received.
6. The parties agree that if a contract is awarded by the parties, the parties shall share in the total costs of the project in proportion to where the work is actually performed based on the agreement that the municipal boundary is the center line of Kinneman Road, provided, however, that Abbottstown shall bear the full costs of the construction of the cross pipes to be installed in Kinneman Road pursuant to the design plans. The parties acknowledge that the design plans will call for more work in Berwick than in Abbottstown and that Berwick will have a greater percentage of the cost than Abbottstown. The parties further acknowledge that the total and final respective final costs will be unknown until the project is substantially completed.
7. Because Berwick has the greater amount of work, Berwick will generally administer the construction contract. The parties agree that the costs of the contract administration (e.g., bid tabulation, pre-construction inspections, engineering during construction, etc.) will be shared by the parties as set forth in paragraph 6, above (i.e., in the same proportion as where the work is actually performed and with consideration of

Abbottstown's responsibility for the cross pipes). No decisions, however, can be made by Berwick regarding the administration of the contract (e.g., field changes, change orders, etc.) without prior consultation and approval of Abbottstown, its Brough Engineer, or duly appointed representative.

8. Payments to the contractor shall be timely made in accordance with the contract documents in the relative proportions as set forth above.

9. All notices or other communications required to be given under the terms of the Agreement shall be in writing and shall be sent certified mail, postage prepaid, addressed as follows:

To the Township, address to:  
Berwick Township  
85 Municipal Road  
Hanover, PA 17331

To the Borough, address to:  
The Borough of Abbottstown  
241 High Street  
Abbottstown, PA 17301

or to such other addresses and to the attention of such other persons as any of the parties may notify the other in accordance with the provisions of this Agreement. All such notices shall be deemed to have been given when mailed by certified mail or delivered by hand.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior negotiations, understandings and agreements of any nature whatsoever with respect to the subject matter hereof. No amendment, waiver or discharge of any provision of this

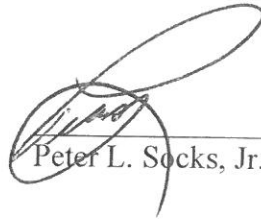
Agreement shall be effective against any party unless that party shall have consented thereto in writing.

12. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

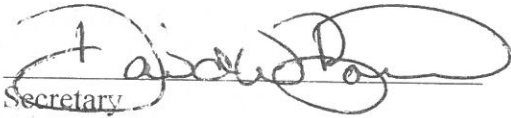
ATTEST:

  
Secretary

BERWICK MUNICIPALITY

  
Peter L. Socks, Jr., Chairman (SEAL)

ATTEST:

  
Secretary

BOROUGH OF ABBOTTSTOWN

  
Dennis Posey, President (SEAL)