

DOCKET NO. Road DK #1

YEAR NUMBER 88-5 Road ACTION

Girard Twp

220/GRD/mb  
2-23-88

88-5-Road

TRANSFER

AGREEMENT NO. 020126

THIS AGREEMENT, made and entered into this 1 day of  
April, 1988, by and between the Commonwealth of  
Pennsylvania, acting through the Department of Transportation,  
hereinafter called the COMMONWEALTH,

and

25-1257192  
the Township of Girard, Clearfield County, of the Commonwealth of  
Pennsylvania, acting through its proper officials, hereinafter  
called the MUNICIPALITY;

W I T N E S S E T H:

WHEREAS, certain public highways, including bridges and  
their approaches, in the MUNICIPALITY, have been adopted and  
taken over as part of the State Highway System, to be  
constructed, improved and maintained by the COMMONWEALTH, upon  
the terms and conditions and subject to the limitations contained  
in the Act of May 29, 1945, P.L. 1108; Act of June 1, 1945, P.L.  
1242 and the Act of September 18, 1961, P.L. 1389, as  
supplemented and amended; and,

FILED

APR 27 1988  
1/8:52 AM  
RAY WITHEROW 20  
Prothonotary

WHEREAS, the parties desire to transfer jurisdiction of the State Route 1008 from Segment 0140 Offset 2821 to Segment 0190 Offset 2992 shown in Exhibit "A", which is attached to and made a part of this Agreement, and have set forth their respective obligations to accomplish this objective; and,

WHEREAS, the COMMONWEALTH is willing to pay the MUNICIPALITY for certain work which is necessary to bring the State Route 1008 from Segment 0140 Offset 2821 to Segment 0190 Offset 2992, into more acceptable condition.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises set forth below, the parties agree, with the intention of being legally bound, to the following conditions:

1. The COMMONWEALTH will, by contract or with its own forces, perform the work on the said State Route 1008 from Segment 0140 Offset 2821 to Segment 0190 Offset 2992 as is set forth in Exhibit "A", which is attached to and made a part of this Agreement. All work shall be completed by September 30, 1988.

2. Transfer of jurisdiction of the herein named state highway shall be in accordance with 75 Pa. C.S. Chapter 92, effective July 22, 1983. Full execution and approval of this

Agreement by both parties shall be deemed to satisfy the requirements of Act 1983-32 and the date of transfer of jurisdiction shall be September 30, 1988. IT IS UNDERSTOOD THAT THE MUNICIPALITY WILL NOT BE ELIGIBLE FOR ITS FIRST \$2,500.00 PER MILE PAYMENT UNTIL April 1, 1990. A copy of the MUNICIPALITY's Resolutions authorizing transfer is attached as Exhibit "B" and made a part of this Agreement.

3. Upon transfer of the State Highway(s) herein specified, the MUNICIPALITY shall have jurisdiction of the said highway(s). The MUNICIPALITY shall further have the responsibility for performance of winter traffic services (including snow removal and application of anti-skid and de-icing materials), and street cleaning on any bridge structures as designated by Station Numbers in Exhibit "A", on the above-noted state highway(s), even if those structures remain under the jurisdiction of the COMMONWEALTH. The MUNICIPALITY grants to the COMMONWEALTH the authority to enter upon and utilize bridge approaches and right of way areas necessary for purposes of constructing, reconstructing or maintaining any excluded bridge.

4. The COMMONWEALTH will provide the MUNICIPALITY with available straight-line diagrams, right of way information, bridge weight limit, and traffic engineering documentation, and with copies of all active highway permits and/or bonding, utility and railroad crossing information, where applicable. The

MUNICIPALITY shall provide documentary evidence of transfer of ownership to the office in the county courthouse which is responsible for municipal road dockets.

IN WITNESS WHEREOF, the parties have executed this Agreement  
the date first above written.

ATTEST:

Susan H. Loebuck  
Signature DATE  
Secretary  
Title  
(SEAL)

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY David B. Fazzuoli 3/21/88  
Signature DATE  
Deputy Secretary  
Title

ATTEST:

Verna Hughey 3/4/88  
Signature DATE  
Secretary  
Title  
(SEAL)

TOWNSHIP OF GIRARD

BY Kenneth J. Leonard 3/4/88  
Signature DATE  
Chairman  
Title

APPROVED AS TO LEGALITY  
AND FORM

Gregory L. Denton 3/23/88  
Signature DATE  
Chief Counsel  
Title

PRELIMINARY APPROVED

BY \_\_\_\_\_  
Signature DATE  
Assistant Counsel  
Title

Signature DATE  
Deputy Attorney General  
Title

RECORDED NO \_\_\_\_\_  
Certified Funds Available Under  
Activity Program \_\_\_\_\_

SYMBOL \_\_\_\_\_

AMOUNT \_\_\_\_\_

BY \_\_\_\_\_  
Signature DATE  
Title

APPROVED FOR  
OFFICE OF BUDGET AND ADMINISTRATION

BY \_\_\_\_\_  
Signature DATE  
Title

"Contract No. 020126, is split 117%, expenditure amount of NIA for Federal funds and 100 % amount of DEPT FORCE(2-2) for State funds. The related Federal Assistance program name and number is NIA; NIA. The State assistance program name and number is HIGHWAY TRANSFER #617 APPROPRIATION 286.

DEPT FORCE WORK #73,706.64

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Gerald Sump  
RHO #1 Box 232  
Frenchville, Pa

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INSPECTION OF ROADS  
TO BE ABANDONED  
AS STATE HIGHWAYS

DATE

Segment 0190/Offset 2992 to Segment 0140/Offset 2821  
 Route S.R. 1008(L.R. 17126) Section Clearfield County Girard Twp. 8  
 Station 0+00 to Station 146+90 T C  
 Type of Pavement Bituminous Width of Graded Section 15', 18', 21'; 33' right of way  
 Condition at time of inspection July 2, 1987

Surface - Needs resurfaced  
 Shoulders - Add material  
 Drainage - Replace pipes  
 Bridges - N/A  
 Miscellaneous - Clean Brush

Number of Department Owned Signs to be Removed - All signs on this route to remain in place.  
 NOTE: ALL DEPARTMENT FORCE WORK WILL BE DONE BY SEPTEMBER 30, 1988.

Work required to place road in Acceptable Condition - The Pennsylvania Department of Transportation will do the necessary improvements in order to put route into an acceptable condition:

1. Widen roadway to 18 feet with 3" BCBC from Station 21+00 - 146+90.	\$18,333.00
2. Overlay (approximately 1½ inch)	39,113.64
3. Add material to shoulders and apply MC-30 oil to them	4,284.00
4. Clean parallel and outlet ditches, painting of centerline	2,316.00
5. Cutting and trimming of brush	700.00
6. Replace approximately 322 feet of 15" pipe, 156 feet of 24" pipe, flush concrete pipes, reset headwalls	7,560.00
7. Add delineator posts at all pipe locations	500.00
8. Correct driveway problems, if possible, at Station 0/65 LT. (Raymond Jackson), Station 0/67 RT. (Don Smith) and Station 0/68 LT. (Harry Probst) if property owner would buy the pipe and Department would put it in.	900.00
	Total <u>\$73,706.64</u>

It is agreed that the completion of the work listed above will place this road in Acceptable Condition. (Use reverse side if necessary)

District Engineer

For Local Authorities

The work listed above has been completed and the road is in Acceptable Condition.

Date

EXHIBIT "A"

RESOLUTION NO.

WHEREAS, the Department of Transportation and this municipality have agreed to transfer from State to municipal control the portion Segment 0190/Offset 2992 to Segment 0140/Offset 2821 of S.R. 1008(L.R. 17126) from Station 0+00 to Station 146+90 (L.R. or other Rt. No.) a distance of 2.7822 miles, in accordance with 75 PA C.S., Chapter 92 and the attached agreement,

NOW, THEREFORE, it is resolved by the Girard Township Board of Supervisors  
(name of governing body) that Kenneth Leonard  
(name of authorized officer) is authorized to execute this agreement on behalf of this municipality.

The effective date of transfer of the above portion of highway shall be September 30, 1988.

ATTEST:

Virginia Blayney  
TITLE Secretary

Girard Township  
(name of municipality)  
BY: Kenneth Leonard  
TITLE Chairman

I certify that the foregoing is a true and correct copy of the Resolution adopted at a meeting of the Girard Township Board of Supervisors  
(name of governing body) held on August 5, 1987.

DATE: 8/5/87

Virginia Blayney  
TITLE Secretary

REMARKS: The Pennsylvania Department of Transportation will do the necessary improvements as per the attached Form M-4226.

EXHIBIT "B"

220/GRD/mb  
2-22-88

TRANSFER

AGREEMENT NO. 020125

THIS AGREEMENT, made and entered into this 28 day of  
March, 1988, by and between the Commonwealth of  
Pennsylvania, acting through the Department of Transportation,  
hereinafter called the COMMONWEALTH,

a n d

the Township of Girard, Clearfield County, of the Commonwealth of  
Pennsylvania, acting through its proper officials, hereinafter  
called the MUNICIPALITY;

W I T N E S S E T H:

WHEREAS, certain public highways, including bridges and  
their approaches, in the MUNICIPALITY, have been adopted and  
taken over as part of the State Highway System, to be  
constructed, improved and maintained by the COMMONWEALTH, upon  
the terms and conditions and subject to the limitations contained  
in the Act of May 29, 1945, P.L. 1108; Act of June 1, 1945, P.L.  
1242 and the Act of September 18, 1961, P.L. 1389, as  
supplemented and amended; and,

WHEREAS, the parties desire to transfer jurisdiction of the State Route 1008 shown in Exhibit "A", which is attached to and made a part of this Agreement, and have set forth their respective obligations to accomplish this objective; and,

WHEREAS, the COMMONWEALTH is willing to pay the MUNICIPALITY for certain work which is necessary to bring the State Route 1008 into more acceptable condition.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual promises set forth below, the parties agree, with the intention of being legally bound, to the following conditions:

1. The MUNICIPALITY will, by contract or with its own forces, in accordance with the Department of Transportation specifications, policies and procedures set forth in the Maintenance Foreman Manual, Publication 113, which is incorporated herein by reference as though physically attached and in good and workmanlike manner, to perform the work on the said State Route 1008 as is set forth in Exhibit "A", which is attached to and made a part of this Agreement. All work shall be completed by December 31, 1990.

2. The COMMONWEALTH will pay to the MUNICIPALITY, the sum of one hundred thousand and 00/100 (\$100,000.00) dollars for the

MUNICIPALITY's work described in Exhibit "A". This payment shall be for the sole purpose of performing MUNICIPALITY's work described in Exhibit "A". Subject to the availability of funds, the COMMONWEALTH will begin the process for payment upon full execution and approval of this Agreement. All funds to be paid under this Agreement shall be kept in a separate account including interest by the MUNICIPALITY. In the event that the MUNICIPALITY does not require all funds payable hereunder for the repairs set forth in Exhibit "A", any excess shall be deposited into the MUNICIPALITY's Liquid Fuels Tax Account.

3. It is understood that the MUNICIPALITY undertakes the responsibilities as an independent contractor and is not to be considered the employee of the COMMONWEALTH for purposes of performance of the work described in Exhibit "A".

4. Work performed by the MUNICIPALITY under this Agreement shall be done in general conformance with the Manual of Maintenance Production Performance Standards, which is incorporated herein by reference as though physically attached. Such work shall be subject to inspection by the Department of Transportation representatives within sixty (60) days of completion of said work. If, upon inspection, certain work is found not to be in general conformance with the specifications, policies and procedures of the COMMONWEALTH and is not performed in a good and workmanlike manner, the work shall be corrected or

reperformed, as necessary, at no cost to the COMMONWEALTH. It is clearly understood that the COMMONWEALTH shall not be obligated to conduct an inspection program. Spot inspection or inspection of a particular project will be conducted at the complete discretion of the COMMONWEALTH.

5. The MUNICIPALITY agrees to comply with the provisions of the State Non-discrimination Clause, which is attached as Exhibit "B" and made a part of this Agreement.

6. The MUNICIPALITY shall be responsible for maintenance and protection of traffic, at all times during the performance of its responsibilities under this Agreement. This shall be done in accordance with the Department of Transportation's Publication 203, entitled Work Zone Traffic Control, current edition, which the Department shall provide to the MUNICIPALITY, upon request.

7. Transfer of jurisdiction of the herein named state highway shall be in accordance with 75 Pa. C.S. Chapter 92, effective July 22, 1983. Full execution and approval of this Agreement by both parties shall be deemed to satisfy the requirements of Act 1983-32 and the date of transfer of jurisdiction shall be December 31, 1987. IT IS UNDERSTOOD THAT THE MUNICIPALITY WILL NOT BE ELIGIBLE FOR ITS FIRST \$2,500.00 PER MILE PAYMENT UNTIL April 1, 1989. A copy of the MUNICIPALITY's Resolutions authorizing transfer is attached as Exhibit "C" and made a part of this Agreement.

8. Upon transfer of the State Highway(s) herein specified, the MUNICIPALITY shall have jurisdiction of the said highway(s). The MUNICIPALITY shall further have the responsibility for performance of winter traffic services (including snow removal and application of anti-skid and de-icing materials), and street cleaning on any bridge structures as designated by Station Numbers in Exhibit "A", on the above-noted state highway(s), even if those structures remain under the jurisdiction of the COMMONWEALTH. The MUNICIPALITY grants to the COMMONWEALTH the authority to enter upon and utilize bridge approaches and right of way areas necessary for purposes of constructing, reconstructing or maintaining any excluded bridge.

9. The COMMONWEALTH will provide the MUNICIPALITY with available straight-line diagrams, right of way information, bridge weight limit, traffic engineering documentation, and with copies of all active highway permits and/or bonding, utility and railroad crossing information, where applicable. The MUNICIPALITY shall provide documentary evidence of transfer of ownership to the office in the county courthouse which is responsible for municipal road dockets.

IN WITNESS WHEREOF, the parties have executed this Agreement  
the date first above written.

ATTEST:

Susan W. Loebuck  
Signature DATE  
Secretary  
Title (SEAL)

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY Frank J. Jaworsky 3/16/88  
Signature DATE  
Deputy Secretary  
Title

ATTEST:

Vernon Dugay 3/4/88  
Signature DATE  
Secretary  
Title (SEAL)

TOWNSHIP OF GIRARD

BY Kenneth J. Leonard 3/4/88  
Signature DATE  
Chairman  
Title

APPROVED AS TO LEGALITY  
AND FORM

Delroy L. Denton 3-17-88  
Signature DATE

PRELIMINARY APPROVED

BY \_\_\_\_\_  
Signature DATE

for Chief Counsel  
Title

Assistant Counsel  
Title

Signature DATE  
Deputy Attorney General  
Title

RECORDED NO \_\_\_\_\_  
Certified Funds Available Under  
Activity Program \_\_\_\_\_

SYMBOL \_\_\_\_\_

AMOUNT \_\_\_\_\_

BY \_\_\_\_\_  
Signature DATE

Title \_\_\_\_\_

APPROVED FOR  
OFFICE OF BUDGET AND ADMINISTRATION

BY \_\_\_\_\_  
Signature DATE  
Title \_\_\_\_\_

"Contract No. 020125, is split N/R %, expenditure amount of NIA for Federal funds and 100 % amount of 100,000.00 for State funds. The related Federal Assistance program name and number is NIA; NIA. The State assistance program name and number is Highway TRANSFER #617 APPROPRIATION 286



INSPECTION OF ROADS  
TO BE ABANDONED  
AS STATE HIGHWAYS

DATE

Segment 0140/Offset 2821 to Segment 0080/Offset 2156  
Route S.R.1008(L.R. 17126) Section \_\_\_\_\_, Clearfield County Girard Township, Pa.

Station 146+90 to Station 309+94 City

Type of Pavement Stabilized Width of Graded Section 16'; 33' right of way

Condition at time of Inspection July 2, 1987

Surface - Add stabilization material

Shoulders

Drainage - Replace pipes

Bridges - N/A

Miscellaneous - Clean brush

Number of Department Owned Signs to be Removed - All signs on the route to remain in place.

Work required to place road in Acceptable Condition - The Pennsylvania Department of Transportation will pay Girard Township the sum of \$100,000 in order to put route into an acceptable condition:

1. Approximately 6,386 tons of 2RC gravel.	\$46,298
2. Clean parallel and outlet ditches	18,176
3. Cutting and trimming of brush to improve sight distance	13,000
4. Calcium Chloride at various locations	6,000
5. Install snow fence at various locations	5,276
6. Replace approximately 340 feet of 15" pipe, extend 15" pipe about 6 feet, 36' of 24" pipe, 34' of 30" pipe and 34' of 36" pipe.	11,250
	Total \$100,000

NOTE: ALL TOWNSHIP WORK WILL BE DONE BY DECEMBER 31, 1990.

(Use reverse side if necessary)

It is agreed that the completion of the work listed above will place this road in Acceptable Condition.

District Engineer

For Local Authorities

The work listed above has been completed and the road is in Acceptable Condition.

Date

Exhibit "A"

**COMMONWEALTH NONDISCRIMINATION CLAUSE**  
**(All Contracts)**



*During the term of this contract, Contractor agrees as follows:*

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of non-compliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or any training pro-

gram or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the contracting agency and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Affirmative Action.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Glendale Township

FIRM NAME

Verna Hugney

SIGNATURE AND TITLE

3/4/88

DATE

EXHIBIT

"B"

RESOLUTION NO.

WHEREAS, the Department of Transportation and this municipality have agreed to transfer from State to municipal control the portion of S.R. 1008(L.R. 17126) from Station 146+90 to Station 309+94 (L.R. or other Rt. No.) Segment 0140/Offset 2821 to Segment 0080/Offset 2156 a distance of 3.0879 miles, in accordance with 75 PA C.S., Chapter 92 and the attached agreement,

NOW, THEREFORE, it is resolved by the Board of Supervisors  
(name of governing body)  
that Kenneth Leonard  
(name of authorized officer), is authorized to execute this agreement on behalf of this municipality.

The effective date of transfer of the above portion of highway shall be December 31, 1987

ATTEST:

Verne R. Hughey  
TITLE

Secretary

Girard Township

(name of municipality)

BY: Kenneth Leonard  
TITLE chairman

I certify that the foregoing is a true and correct copy of the  
Resolution adopted at a meeting of the Girard Township  
Board of Supervisors  
(name of governing body)

held on August 5, 1987.

DATE: 8/5/87

REMARKS: The Pennsylvania Department of Transportation will pay Girard Township the sum of \$100,000.00 to do the necessary improvements as per the attached Form M-4226.

Verne R. Hughey  
TITLE  
Secretary

88-5-Load

RECEIVED

PA. DEPT. OF TRANSPORTATION

APR 1 - 1988

MUNICIPAL SERVICES  
HARRISBURG, PA

FILED

APR 27 1988  
8:52 AM  
RAY WITHERROW

20

Prothonotary

JB  
Billed.