

RESOLUTION 2021- 30

A RESOLUTION OF THE TOWN COUNCIL OF THE MUNICIPALITY OF KINGSTON, LUZERNE COUNTY, PENNSYLVANIA, A HOME RULE MUNICIPALITY, APPROVING A STORMWATER MANAGEMENT EASEMENT AGREEMENT WITH WYOMING VALLEY SANITARY AUTHORITY

WHEREAS, the Charter of the Municipality of Kingston grants to the Municipal Council certain powers and duties as set forth in Section 205 of said Charter, and;

WHEREAS, the Town Council of the Municipality of Kingston has the power to make appropriations, incur indebtedness, approve contracts and adopt the budget, and;

WHEREAS, the Municipality of Kingston has been requested by the Wyoming Valley Sanitary Authority to grant it, its successors and/or assigns, a full, free irrevocable permanent and temporary easement for all pre-engineering inspections and testing activities and the installation, construction, reconstruction, maintenance, repair, operation and inspection of a Rain Garden at Korn Street Park as identified with greater specificity in the metes and bounds description and survey drawing attached to the proposed Agreement attached hereto, labeled Exhibit "A" and incorporated by reference, and;

WHEREAS, the Municipality of Kingston endorses the laudatory goals of the Wyoming Valley Sanitary Authority in the regulation and construction of stormwater management projects known as Best Management Practices for the purpose of reducing sediment, nitrogen and phosphorus, and;

WHEREAS, the Municipality of Kingston is agreeable to providing certain rights as described in the attached Easement Agreement to the Wyoming Valley Sanitary Authority to construct and maintain this project.


NOW THEREFORE, the Town Council of the Municipality of Kingston approves the execution of an agreement with the Wyoming Valley Sanitary Authority as attached to this Resolution and does empower the Municipal Administrator and the Municipal Secretary to execute said Agreement.

ENACTED AS A RESOLUTION at a regular meeting of the Town Council of the Municipality of Kingston, Luzerne County, Pennsylvania, held this 7th day of September, 2021. This Resolution shall take effect immediately.


FOR THE TOWN COUNCIL

BY: 
Robert F. Jacobs, II, Vice President

ATTEST


Valerie Norton, Secretary

APPROVED:


Paul J. Roberts, Jr., Mayor

Date: 9/7/2021

Exhibit "A"

STORMWATER MANAGEMENT EASEMENT AGREEMENT

THIS STORMWATER MANAGEMENT EASEMENT, made this ____ day of _____, 20____, by and between The Municipality of Kingston (hereinafter called "the Landowner") and the WYOMING VALLEY SANITARY AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 1000 Wilkes-Barre Street, Hanover Township, Pennsylvania 18706 (hereinafter called "WVSA").

WITNESSETH:

WHEREAS, the Landowner is the owner of a certain tract or parcel of land more particularly described by a Deed recorded on May 15, 1978 with the Recorder of Deeds of Luzerne County in Deed Book 1963 at Page 622, et. seq., bearing Property Identification Number (PIN) G9SE1-2A-1A ("Property"); and

WHEREAS, the WVSA is authorized and required to regulate and to construct Stormwater Management Projects, known as Best Management Practices (hereinafter "BMP") to reduce sediment, nitrogen and phosphorous and Landowner agrees to provide certain rights, as more particularly described herein, to WVSA to construct and maintain these BMPs.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. That in consideration of the sum of One (\$1.00) Dollar in hand paid to the Landowner by the WVSA, the receipt of which is hereby acknowledged, the Landowner does hereby grant and convey unto the WVSA, its successors and/or assigns, the full, free, irrevocable permanent and temporary easements for all pre-engineering inspection and testing activities and the installation, construction, reconstruction, maintenance, repair, operation and inspection of:

Rain Garden

and appurtenances within the easement areas shown on the drawing (as permanent and temporary easements) and legal description attached as Exhibit A, together with the right of ingress and egress, for the purpose of conducting the aforesaid activities within the easement area ("Easement Area"). WVSA shall have the right to enter upon the Easement Areas for the purpose of engaging in all pre-engineering inspection and testing activities and constructing, maintaining, operating, repairing or altering their improvements and may do so with persons, equipment and/or vehicles. WVSA shall have all rights necessary or convenient for the full enjoyment of their rights, privileges and easement. After the initial construction, the permanent right of way shall be as shown on Exhibit A, provided however, WVSA shall reserve and continue to maintain all rights to use the temporary Easement Area for construction, maintenance, repair, operation and inspection.

2. The WVSA, its successors and/or assigns, shall at all times have the right of ingress and egress for the purpose of accessing the Easement Area. Said ingress and egress to be in,

through and/or over the Property as shown on the drawing and legal description attached as Exhibit A, or along such other route as the Landowner and the WVSA may agree to be mutually acceptable. All costs and expenses of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting said Easement Area shall be borne by the WVSA and be the obligation of the WVSA.

3. The Landowner, its successors and/or assigns, shall not construct any structure or building and/or improvement or fill or excavation upon the said Easement Area, or conduct any activity that may interfere with the proper functioning of the BMP or the rights of WVSA hereunder unless the prior written consent of the WVSA is given thereto, which consent may be withheld in the sole discretion of WVSA.

4. The Landowner will warrant that the title to the Easement Area and ingress and egress area is free and clear of all liens and encumbrances, except for any mortgages encumbering the Property which mortgages are not in default.

5. The WVSA hereby indemnifies and holds harmless the Landowner for any loss, cost or expense the Landowner may incur as a result of any negligence of WVSA pertaining to the easement granted hereunder, except for any negligence of the Landowner.

6. WVSA shall restore the Easement Area in the same condition in all reasonable respects as it was before the work was performed by WVSA.

7. The easements granted herein shall run with the land, shall run in perpetuity and being binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.

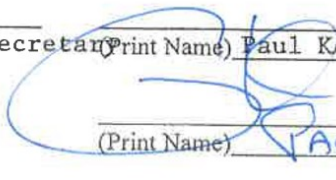
IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto have set their hands and seals the date and year first above written.

Witness:

OWNER(S): Municipality of Kingston



Valerie Norton, Municipal Secretary (Print Name) Paul Keating, Administrator


(Print Name) Paul Keating

Witness:

WYOMING VALLEY SANITARY AUTHORITY

By: _____

Name: _____

Title: _____

Commonwealth of Pennsylvania :