

**WYOMING VALLEY SANITARY AUTHORITY
REGIONAL STORMWATER PROGRAM
PARTNERSHIP AGREEMENT
WITH LUZERNE COUNTY**

THIS AGREEMENT is made this _____ day of _____, 2022, by and between the WYOMING VALLEY SANITARY AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, with a business address of 1000 Wilkes-Barre Street, Hanover Township, Pennsylvania, 18706, as Program Administrator for the Wyoming Valley Sanitary Authority Regional Stormwater Program (“WVSA”) and LUZERNE COUNTY, a county within the Commonwealth of Pennsylvania, with a County office located in the Luzerne County Courthouse and having an address of 200 North River Street, Wilkes-Barre, Pennsylvania 18711 (“LUZERNE COUNTY”).

Witnesseth:

WHEREAS, the WVSA is the Program Administrator for the Wyoming Valley Sanitary Authority Regional Stormwater Program which includes thirty-two participating municipal members; and

WHEREAS, the Wyoming Valley Sanitary Authority has adopted policies for entering into Partnership Agreements with property owners in order to defray the cost of program administration and provide appropriate corresponding adjustments to a property owner’s stormwater billing obligations; and

WHEREAS, the WVSA and LUZERNE COUNTY desire to enter into this Partnership Agreement pursuant to the policies governing the Wyoming Valley Sanitary Authority Regional Stormwater Program.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. LUZERNE COUNTY has been assessed approximately \$192,652.64 annually in stormwater bills.

2. LUZERNE COUNTY is eligible for a Separate MS4 Permit credit, upon compliance with credit requirements, which equates to a credit to LUZERNE COUNTY of \$77,061.05.

3. In order to assist the Wyoming Valley Sanitary Authority Regional Stormwater Program in its regional effort, and reduce costs which would have to be proportionately borne by all rate payers, LUZERNE COUNTY has agreed to partner with the WVSA which will benefit all of the municipalities served by the WVSA and also benefit LUZERNE COUNTY through reducing its annual stormwater bill. In particular, LUZERNE COUNTY agrees to fully provide the following services to the WVSA at no cost to the WVSA unless otherwise provided for in this Agreement:

(a) GIS data. Unlimited subscription and use of any Luzerne County GIS data that is required by the WVSA or its consultants with continuing updates.

(b) Records. Unlimited access to and copying of, during regular business hours, of any information in the Prothonotary's Office, Recorder of Deeds Office, Mapping Department, Assessors Office and Zoning and Planning Offices for Luzerne County. This information can be accessed in person or online, where online capability is available.

(c) Landex. One subscription to Landex accounts to be used by the WVSA, or its designated professional consultants, with printing capabilities.

(d) Certified Deed Book. Two copies of the annual certified Deed Book prepared by the tax office.

(e) Liens. Fully implement the capability of electronically filing WVSA Municipal Liens and Lien Satisfactions within six months of the date of this Agreement. All lien filings will cost \$10.00 per lien for the term of this Agreement with the understanding that delinquent property owner will be charged the full, then existing, lien filing amount.

(f) Ability to use county-owned property for education and outreach events at locations and during time periods mutually agreed upon by the parties.

(g) Rain Garden. LUZERNE COUNTY agrees to allow the WVSA to construct a Stormwater Rain Garden on their property in the area depicted as Rain Garden 2 on Exhibit A. The WVSA will pay for the cost of construction, will maintain the Rain Garden and be responsible for ensuring that the project is in compliance with all regulatory requirements. LUZERNE COUNTY will provide access to the site for designing and construction of the project and will provide permanent easement rights for maintenance of the project, substantially in the form attached hereto as Exhibit B.

(h) Streambank Restoration. LUZERNE COUNTY agrees to allow the WVSA to undertake a Streambank Restoration Project on LUZERNE COUNTY Property on Abrahams Creek in Forty Fort Borough in the area described in Exhibit C. The WVSA will pay for the costs of the restoration, will maintain the project area and be responsible for ensuring that the project is in compliance with all regulatory requirements. LUZERNE COUNTY will provide access to the site for designing and construction of the project and will provide permanent easement rights for maintenance of the project, substantially in the form attached hereto as Exhibit B.

4. In exchange for LUZERNE COUNTY providing the above rights and services to the WVSA, LUZERNE COUNTY shall be entitled to an additional credit of \$81,625.00 per year for the six (6) year term of this Agreement.

5. This Agreement shall be for a term of six (6) years covering the period from January 1, 2019 through December 31, 2024. Thereafter, the Separate MS4 Permit Credit, provided for in Section 2 above, will be recalculated for succeeding five-year permit cycles based upon the then existing properties owned by LUZERNE COUNTY and the then existing gross stormwater bill for LUZERNE COUNTY. The credits provided for in Sections 3 (a) through (f) above shall be automatically renewed for succeeding five-year permit cycles. The credits provided for in Sections (g) and (h), above, which are collectively valued at \$27,000.00 per year, shall terminate on December 31, 2024. The parties will then seek to identify other stormwater project opportunities for successive five-year permit cycles in an effort to provide additional credit opportunities for LUZERNE COUNTY for future permits. If this Agreement is terminated, or the parties are not able to reach mutually agreed upon terms through negotiations for years 2024 and thereafter, LUZERNE COUNTY will be responsible for any issued bills less applicable and approved credits.

6. In the event that any of the services listed above are not timely provided to the WVSA pursuant to the terms of this Agreement, the credits provided for in this Agreement will be reduced to reflect the same and LUZERNE COUNTY will be responsible for the remaining amount due as a result of the loss of the credit.

7. LUZERNE COUNTY will continue to be responsible for the payment of its remaining stormwater bill which equates to \$33,966.59 per year for years 2022 through 2024. As further consideration for the benefits provided to WVSA by LUZERNE COUNTY under this

Agreement, the fee for years 2019 through 2021 will be waived. The remaining payments shall be made no later than May 1 of each year thereafter through the end of this Agreement.

8. If the WVSA requirements relative to the pollution reduction or MS4 compliance are eliminated for any reason through federal, state or other action, then all obligations of the parties under this agreement will terminate except for any outstanding monies due and owing to the WVSA. In such event, LUZERNE COUNTY shall keep the projects constructed under this Agreement.

9. The projects identified in this Agreement are not precluded from the use of ARP funding if they qualify pursuant to the Final Rule.

10. WVSA shall provide appropriate insurance to cover the work contemplated by this Agreement. Further, WVSA will indemnify and hold harmless LUZERNE COUNTY for work performed pursuant to this Agreement.

11. This Agreement may be executed in one or more counterparts which when read together will constitute one legal and binding agreement.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Partnership Agreement the day and year first above written.

WYOMING VALLEY SANITARY AUTHORITY

_____ By: _____
Witness Name: _____
Its: _____

LUZERNE COUNTY

_____ By: _____
Witness Name: _____
Its: _____