

**SUMMIT TOWNSHIP STORMWATER MANAGEMENT SAFETY FENCE WAIVER
AND INDEMNIFICATION AGREEMENT**

This Stormwater Management Safety Fence Waiver and Indemnification Agreement (the “Agreement”) is made and entered into this ___ day of _____, 20___ by and between:

SUMMIT TOWNSHIP, a second class township organized and existing under the laws of the Commonwealth of Pennsylvania with a principal place of business at 1230 Townhall Road, West, Suite 100, Erie, PA 16509

AND

_____ representing _____
with a principal place of business or residence at _____

WHEREAS, Summit Township has adopted a Stormwater Management Ordinance, Ordinance No. 5 of 2019; and

WHEREAS, the Summit Township Stormwater Management Ordinance provides in Section 7.01, B, paragraph 15 as follows: “a safety fence shall be required for any open stormwater management facility that impounds water at a depth greater than two (2) feet for longer than 24 hours. The fence shall be a minimum 4 feet high, and of a material acceptable to the Township. A gate with a minimum opening of 10 feet shall be provided for maintenance access.”; and

WHEREAS, _____ has requested a waiver of the installation of the safety fence for the stormwater management facility (the “Stormwater Facility”) at _____ located at _____ (the “Development”); and

WHEREAS, Summit Township is willing to grant a waiver for the requirement of a safety fence for the Stormwater Facility in question contingent upon the execution of this Agreement.

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

Summit Township hereby agrees to grant a waiver to _____ in regard to the installation of a safety fence around the Stormwater Facility located at the Development.

_____ agrees to defend, indemnify and hold harmless Summit Township, its agents and employees from any and all claims, suits and demands and any and all liability, claims, fees, fines, proceedings, actions and causes of action of any kind and nature including claims for property damage, personal injury or death, brought by any party, arising out of or in any way connected with, directly or indirectly, the Stormwater Facility and the failure to install safety fencing and the waiver of the installation of safety fencing at the Stormwater Facility at the Development, granted by Summit Township herein.

IN WITNESS WHEREOF, the parties have set their hands in seals this _____ day of _____, 20____.

BY: _____

Name: _____

Title: _____

SUMMIT TOWNSHIP

BY: _____

Name: _____

Title: Chairperson, Board of Supervisors
