

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9198

DATE 10-21-21

TITLE

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN CITY OF WILLIAMSPORT, COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTAION (PENNDOT), UPMC WILLIAMSPORT ("APPLICANT"), LITTLE LEAGUE BASEBALL, INC. ("LITTLE LEAGUE"), AND PENNSYLVANIA COLLEGE OF TECHNOLOGY

WHEREAS, the Applicant, Little League, Pennsylvania College of Technology and City of Williamsport want to enter and use state highway right of way for directional signage; and

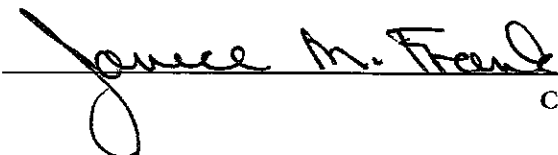
WHEREAS, this Agreement permits the above parties to complete said project; and

WHEREAS, the City of Williamsport will not have any responsibilities for the costs involved in this Agreement.

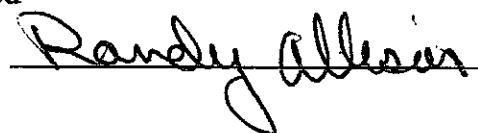
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Williamsport, Lycoming County, Pennsylvania, that attached Agreement between the City of Williamsport and Commonwealth of Pennsylvania, Department of Transportation (PennDOT), UPMC Williamsport ("Applicant"), Little League Baseball, Inc. ("Little League"), and Pennsylvania College of Technology is approved, and,

BE IT FURTHER RESOLVED, the Mayor and City Controller are authorized to execute any documents necessary to effectuate the intent of this Resolution, and the City Clerk be authorized and directed to attest and seal same.

Approved



City Clerk



President

EFFECTIVE DATE: _____
(PennDOT will insert)

COUNTY(IES):

PROJECT SHORT TITLE:

PROJECT (SR & SEC.):

MPMS NO.:

AGREEMENT NO.:

FEDERAL LD. NO.:

SAP VENDOR NO.:

HIGHWAY USE AGREEMENT RIGHT OF ENTRY FOR DIRECTIONAL SIGNAGE

This Highway Use Agreement (Agreement) is made by and between the Commonwealth of Pennsylvania, Department of Transportation, (PennDOT)

and

UPMC Williamsport, 700 High Street, Williamsport, PA 17701 ("Applicant"), Little League Baseball, Inc. 529 US Route 15 Highway, Williamsport, PA 17701 ("Little League"), Pennsylvania College of Technology, 1 College Avenue, Williamsport, PA 17701 and City of Williamsport.

BACKGROUND: This Agreement permits the Applicant, Little League, Pennsylvania College of Technology and City of Williamsport to enter and use state highway right of way for directional signage, including continued maintenance. Section 420 of the State Highway Law of 1945, 36 P.S. § 670-420 provides no person may open the surface of or occupy a state highway without PennDOT permission. Section 6121 of the Vehicle Code, 75 Pa. C.S. §6121, permits directional signage on State highways. Section 6122 of the Vehicle Code, 75 Pa. C.S. §6122, requires directional signage to be installed and maintained in accordance with PennDOT's regulations for official traffic control devices (67 Pa. Code Chapter 212). Section 425 of the State Highway Law, as amended, 36 P.S. §670-425, and 67 Pa. Code §211.10 prohibit placement of signs within the legal limits of any state highway unless PennDOT's written consent has first been secured.

The parties, intending to be legally bound, agree as follows:

1. **Description and Location.** The Applicant may use a portion of state highway at the locations shown below. The work is described in more detail in the Exhibit A to this Agreement. The work described in Exhibit A is termed the Project and the location is termed the Entry Area.

County	State Route	Beginning Segment/Offset	Ending Segment/Offset

2. **Permission to Use**

- a. **Right-of-Entry Granted.** PennDOT grants the Applicant, its employees, agents, representatives, and contractors, subject to this Agreement and PennDOT's supervision, a right to enter the Entry Area for the Project.
- b. **Notification Before Entry.** The Applicant shall notify PennDOT at least 48 hours before beginning work in the Entry Area.
- c. **Access to Entry Area.** Access to the Entry Area is only allowed as designated in this Agreement, its Exhibits, and referenced plans. Access is only granted from existing access points along the travelled way of the highway or those agreed by the parties. The Applicant, its employees, agents, representatives, and contractors shall not interfere with PennDOT operations.
- d. **Access to the Property of Others.** This Agreement shall not be considered authorization to the Applicant or its contractors to encroach on the property of others. If the Applicant must enter upon land outside PennDOT's right-of-way owned by a third party, the Applicant shall, at its own expense, secure the necessary authorization, release, or right of entry. The Applicant shall provide evidence of permission to enter upon an abutting or adjoining property owner's land, if requested by PennDOT.

3. **Conditions of Use.**

- a. **Plan Submission and Review.** The Applicant shall furnish, at no cost to PennDOT, a complete set of Project plans for review and approval by PennDOT and, if necessary, the Federal Highway Administration (FHWA). The Applicant shall cooperate with PennDOT and, where necessary, the FHWA. The Applicant shall not proceed with work until PennDOT has approved the plans. After receiving approval from PennDOT, the

Applicant shall provide written notice of the dates and times in which the Applicant, or a person affiliated with the Applicant, shall perform work in the Entry Area. Work done and materials furnished under this Agreement shall conform to the plans prepared by the Applicant and approved by and on file with PennDOT. The Project design may be amended only with the written consent of the District Executive or another PennDOT employee designated by the District Executive.

- b. **Maintenance and Protection of Traffic Plan.** Before conducting work within the Entry Area, including maintenance or restoration of the Project, the Applicant shall submit for PennDOT's approval a maintenance and protection of traffic (MPT) plan conforming to the work zone traffic control requirements of the Manual of Traffic Control Devices (MUTCD) and PennDOT Publication 213, plus additional special work zone provisions PennDOT requires. The MPT plan shall include a detailed description of the maintenance or restoration work. The Applicant shall not proceed until PennDOT has approved the MPT plan. PennDOT shall approve or disapprove the MPT plan within 45 days of the Applicant's submission. PennDOT may reject or disapprove an MPT plan for any reason. If the Applicant chooses or is required to perform maintenance work on the Project, the Applicant shall submit a new MPT Plan for PennDOT approval before beginning work. Failure to comply with these requirements shall be cause for immediate suspension of work until proper traffic controls are provided.
- c. **No Impediments to Traffic.** The Applicant shall not impede traffic on the highway. No work or staging is allowed within the travelled way. Staging is allowed within highway shoulder areas only with PennDOT's prior, written consent.
- d. **No Objectionable Content.** If the plans include signs, murals, banners, or other visual material, they may not include obscenity, hate speech, or commercial advertising. PennDOT may disapprove designs including obscenity, hate speech, or commercial advertising.
- e. **Clean-Up Upon Completion of Work.** The Applicant, upon completion of the work, shall leave the highway right of way clean of rubbish, excess

materials, temporary structures and equipment. Highway right of way disturbed by the Project shall be left in acceptable condition.

- f. **Project Documents.** The Applicant shall provide Project documents requested by PennDOT (including documents related to compliance with federal, state, and local laws, regulations, and ordinances) within seven calendar days of PennDOT's request.
 - g. **Inspection.** The Applicant shall permit PennDOT representatives to inspect its work, at PennDOT's discretion, and shall reimburse PennDOT for inspection costs within 30 calendar days after receipt of PennDOT's invoice.
4. **Notice of Completion.** Upon completion of the work (including maintenance), the Applicant shall submit a written statement of completion, in a form acceptable to PennDOT, which PennDOT shall review and sign if PennDOT agrees the work has been satisfactorily completed.
5. **Signage Rights and Responsibilities.**
- a. **The Applicant's Responsibilities.** The Applicant shall, at its expense:
 - i. Contract for fabrication and installation of the signs and other Project components shown in Exhibit A;
 - ii. Prepare the plans, specifications and estimates and other documents required to bid and award the Project contract;
 - iii. Submit completed bid documents to PennDOT for review and approval;
 - iv. Ensure that designs, plans, specifications, estimates of costs, construction, maintenance and protection of traffic activities, acceptance of the work and procedures in general conform to applicable federal and state laws, rules, regulations, orders and approvals, including PennDOT's Specifications, Pub. 408, as amended and supplemented; PennDOT's Pub. 213, entitled Work Zone Traffic Control; and PennDOT's Attraction Signing Policy;
 - v. Use contractors pre-qualified by PennDOT;
 - vi. Ensure that PennDOT is not a party to the Applicant's arrangements for paying the contractor; and

- vii. Arrange for sign fabrication by a PennDOT-approved supplier.
- b. **Inspection of Work.** PennDOT shall, with its own forces or by contract inspect the Project. The Applicant shall reimburse PennDOT's actual inspection costs, estimated to be ----- dollars (\$ -----).
- c. **Ownership and Maintenance.** Following installation, the Applicant, Little League, Pennsylvania College of Technology and City of Williamsport shall be joint owners of the signs shown in Exhibit A and shall be jointly and severally responsible for them, including, without limitation, maintenance, repair and, if necessary, replacement. The Applicant shall be the "point person" with respect to matters involving this Agreement.
- d. **Cooperation and Assistance.** Little League, Pennsylvania College of Technology
- e. and City of Williamsport shall cooperate and assist with design, installation, and maintenance of the Project components.

6. Maintenance Requirements.

- a. **Restoration.** The Applicant shall restore the Entry Area it disturbs to the condition existing before entry. If PennDOT determines the Entry Area has not been sufficiently restored it shall notify the Applicant in writing, and the Applicant shall immediately restore the Entry Area as nearly as possible to the condition existing before the entry (including removal of installed Project components). During the time the Applicant requires use of the Entry Area, the Applicant shall clean and restore the Entry Area. PennDOT shall not bear the costs of restoration. The Applicant shall bear the costs for restoration, and shall fully reimburse PennDOT for out-of-pocket costs PennDOT incurs to restore the Entry Area.
- b. **Damage to the Right of Way.** If the Applicant, its employees, agents, representatives, or contractors damage the state highway right-of-way (where damage means a change, including leaving items on or in the right-of-way, changing the contour of the right-of-way, adding a material, pollutant, or contaminant to the right-of-way by spillage, leaking or other

method), then the Applicant shall restore the affected portion to a condition acceptable to PennDOT.

- c. **Advance Notification of Maintenance Activities to PennDOT.** Applicant shall notify PennDOT 48 hours before beginning maintenance activities in the Entry Area.
- d. **Standard of Care.** The Applicant shall maintain the Entry Area in an attractive manner, per applicable industry practices. Maintenance includes the work specified in this Agreement, its exhibits, and the referenced plans.
- e. **Ensuring Contractor Work.** The Applicant shall ensure contractors performing work authorized by this Agreement strictly abide by this Agreement, its exhibits, and referenced plans.
- f. **Changed or Additional Plans.** If the Applicant requires changes to approved plans, it shall submit new plans showing the changes to PennDOT for approval.

7. Failure to Maintain.

- a. **Notice of Deficiencies.** If PennDOT determines the Entry Area is not in a state of good condition, PennDOT shall notify the Applicant in writing. The Applicant shall begin necessary work within five calendar days of receipt of PennDOT's notice for items it does not dispute and notify PennDOT in writing of items it does dispute. The parties shall promptly communicate and meet to resolve disputed items. The Applicant shall pay the cost to repair the damages. The Applicant shall complete the undisputed work as promptly as reasonably possible but in no event later than 45 calendar days after written notice is received by the Applicant. The Applicant may request an additional cure period to address deficiencies identified by PennDOT. Approval of a cure period request, including extensions, is at PennDOT's discretion and shall not be unreasonably withheld.
- b. **Work and Bill.** If, after notice, the Applicant fails to repair the deficiency within a reasonable time, PennDOT may repair, subject to reimbursement by the Applicant of the actual cost, the Project components or other aspects

of the Entry Area not maintained in a condition reasonably satisfactory to PennDOT. PennDOT shall provide written notice no less than 60 days before correcting the deficiency.

- c. **Security.** The Applicant shall provide security in a form acceptable to PennDOT in the amount of \$10,000 or the cost of restoration (as PennDOT shall determine), whichever amount is higher, to run concurrently with the term of this Agreement, unless sooner released or permitted to be reduced by PennDOT.
- d. **Dispute Resolution.** The requirement the Applicant correct deficiencies within 45 days shall be temporarily stayed, if the Applicant timely contests PennDOT's findings in writing. If the Applicant contests the deficiencies it shall have 30 days to reach a written understanding with PennDOT. If the parties do not reach a written understanding, they may select a civil engineer licensed by the Commonwealth who has substantial experience in traffic engineering to mediate the dispute. The engineer chosen may not be under an existing contract with either party. To the extent permitted by law, all documents, discussions, and representations made in the dispute resolution process shall be confidential, and considered part of confidential compromise negotiations under Pennsylvania Rule of Evidence Rule 408, Pa.R.E. 408 (relating to confidential mediation communications and documents). No confidential documents, discussions, or representations shall be used or introduced in a legal proceeding.

8. Permits.

- a. **Permits from Others.** The Applicant shall, at its sole cost and expense, secure and comply with necessary local government permits required for activities in the Entry Area. The Applicant shall comply with federal, state, and local laws, statutes, ordinances, rules, and regulations affecting the Applicant's use of the Entry Area (including those relating to threatened or endangered species, wetlands, and historic and archeological elements). The Applicant shall prepare and revise environmental impact statements, environmental assessments, categorical exclusions, environmental reports and other documents required by law or environmental litigation; and defend environmental litigation resulting from the planning, design or

construction of the Project. At PennDOT's request, the Applicant shall furnish to PennDOT evidence of the approvals, permits, licenses and approved environmental documents.

- b. **Violations.** If the Applicant is notified by a federal, state, or local agency it is not in full compliance with a federal, state, or local law, regulation, or ordinance, associated with the construction and maintenance of an aspect of the Project, the Applicant shall immediately correct the violation or deficiency and shall cease operations until the Applicant is in full compliance. The Applicant shall provide PennDOT with written notice of a notification of a violation.

9. Cost Responsibilities.

- a. **Financial Obligations.** The Applicant shall bear all costs incident to activities performed in the Entry Area, without contribution by PennDOT (including construction, inspection, supervision, and maintenance).
- b. **Inspection Reimbursement to PennDOT.** The Applicant shall reimburse PennDOT for costs associated with inspecting work performed per this Agreement.
- c. **Available Funds.** The Applicant, by executing this Agreement, certifies it has on hand or shall acquire sufficient funds to meet its obligations (including maintenance after completion).
- d. **Enforcement Costs.** The Applicant shall reimburse PennDOT for expenses, attorneys' fees, or costs PennDOT incurs to enforce this Agreement, within 90 calendar days after receiving written notice PennDOT has incurred them.

10. Indemnification.

- a. **In General.** The Applicant (including its employees, officers, and agents) shall pay PennDOT (including its employees, officers, and agents) for a loss of PennDOT's caused by the Applicant's negligence or intentional misconduct. The Applicant need not pay to the extent the loss was caused

by PennDOT's negligence or intentional misconduct. A loss means judgments, settlements, fines, damages, injunctive relief, staff compensation, decreases in property value, and expenses for defending against a claim (including fees for legal counsel, expert witnesses, and other advisers) PennDOT is legally responsible for or pays. A loss can be tangible or intangible; can arise from bodily injury, property damage, or other causes; can be based on tort, breach of contract, or other theory of recovery; and includes incidental, direct, and consequential damages. Mere allegations shall not establish an event has been caused by PennDOT's negligence or intentional misconduct; an event shall not be deemed caused by PennDOT's negligence or intentional misconduct unless the negligence or intentional misconduct shall have been finally proven in a court of law.

- b. **Injury to the Applicant's Employees.** The Applicant waives immunity from liability to PennDOT from damages, contribution, or indemnity per Section 303 of the Worker's Compensation Act, Act of June 2, 1915, P.L. 736, as amended, 77 P.S. §481.
- c. **PennDOT's Duty to Notify.** PennDOT shall notify the Applicant promptly when PennDOT knows of a claim for a loss the Applicant might be obligated to pay. PennDOT's failure to give timely notice does not terminate the Applicant's obligation, except to the extent the failure prejudices the Applicant's ability to defend the claim or mitigate losses.
- d. **Legal Defense of a Claim.** PennDOT has control over defending a claim for a loss (including settling it), unless the Applicant elects to control the defense as described below, or PennDOT directs the Applicant to control the defense. Upon receiving notice of a claim for a loss, the Applicant may take control of the defense by notifying PennDOT. If the Applicant takes control, the Applicant may retain legal counsel, and PennDOT may retain its own legal counsel. The Applicant shall not settle litigation without PennDOT's written consent if the settlement imposes a penalty, non-monetary obligation, imposes limits on a PennDOT program or project, admits PennDOT's fault, or does not fully release PennDOT from liability.
- e. **Legal Costs.** Except as otherwise agreed to by the parties, and regardless of who has control over the defense, the Applicant shall pay PennDOT's costs of litigation or other disputes brought by third parties related to this

Agreement (including reasonable attorney's fees incurred by PennDOT in asserting claims or defenses), except PennDOT shall bear its own costs of litigation or disputes (including attorney's fees) for liability solely caused by PennDOT's negligence or intentional acts, and for litigation or other disputes between the parties.

- f. **No Limitations.** The indemnification obligations in this section shall apply without regard to a limitation in insurance coverage. PennDOT's rights under this section do not affect other rights PennDOT might have.
- g. **Contractors and Subcontractors.** The Applicant shall require its contractors and subcontractors to indemnify PennDOT for a loss of PennDOT's caused by that contractor or subcontractor's negligence or intentional misconduct, and shall require its contractors and subcontractors to provide certificates of insurance, showing the contractors and subcontractors are sufficiently insured to cover their indemnification responsibilities. These certificates of insurance shall name PennDOT as an additional insured. Contractor and subcontractor indemnification shall apply without regard to a limitation in insurance coverage.

11. **Insurance.** The Applicant and contractors performing work authorized by this Agreement shall maintain comprehensive general liability insurance, property damage insurance and automobile liability insurance throughout the term of this Agreement in the minimum amounts of \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. These coverages shall be occurrence-based. The policies shall name the Commonwealth of Pennsylvania and PennDOT as additional insureds, and shall contain a provision stating the coverages afforded under the policies shall not be cancelled or changed unless at least 30 days' prior written notice has been given to PennDOT. Certificates of insurance reflecting the requirement coverages shall be provided to PennDOT before commencement of work.

12. **Term and Termination.**

- a. **Term.** The term of this Agreement shall commence on the Effective Date and continue in full force and effect indefinitely, unless terminated. The

Effective Date shall be the date this Agreement is fully executed by the Applicant and PennDOT and the approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature. Following full execution, PennDOT will insert the Effective Date at the top of Page 1.

- b. **Notice to Proceed.** No work may commence until PennDOT issues a notice to proceed following Effective Date.
- c. **Termination for Convenience by PennDOT.** PennDOT may terminate this Agreement, upon 30 days' written notice by PennDOT (including where PennDOT determines the Entry Area is needed for highway or other transportation purposes, or the Applicant's continued use of the Entry Area is inconsistent with the safe, efficient, and convenient movement of traffic). The Applicant's responsibilities under this Agreement, except those of liability, whether financial, in tort, or otherwise, shall terminate. Partial or complete forfeiture of the bond may be required for PennDOT to continue maintaining the affected area for what would have been the remaining duration of this Agreement.
- d. **Termination before Completion.** If the Applicant chooses to terminate this Agreement before completion of the Project, the Applicant shall reimburse to PennDOT the total costs of restoring the Entry Area to its previous condition.
- e. **Post-Termination Inspection and Restoration.** Upon termination, PennDOT shall inspect the Entry Area. If the work is not complete to a degree and condition acceptable to PennDOT, then PennDOT may take measures necessary to complete the work (including restoring the Entry Area to its condition before the work began). The Applicant shall pay the costs incurred by PennDOT.
- f. **Termination for Cause.** The Applicant's failure to comply with this Agreement (including misrepresentation of fact), shall be an event of default and grounds for immediate termination. The Applicant shall remedy as soon as possible each cause preventing its compliance with this Agreement. This Agreement shall not terminate for cause unless the cause

renders it void or otherwise unenforceable. If one party alleges an event of default has occurred resulting in termination, and the other party disputes whether a breach has occurred, then this Agreement shall not terminate until and unless the dispute is resolved and this Agreement is determined to be void or otherwise unenforceable.

- g. **Cure Period.** At PennDOT's discretion, the Applicant may be provided the opportunity to cure its breach within 30 calendar days of a cure period notice.
- h. **Survival Section.** The indemnification provisions of this Agreement shall survive termination or expiration.
- i. **Accrued Rights and Obligations.** Termination of this Agreement shall not release either party from liability which, at the time of termination, has already accrued to the other party or which is attributable to a period before termination, nor preclude either party from pursuing rights and remedies it may have with respect to a breach of this Agreement.

13. Required Commonwealth Exhibits.

- a. **Standard Provisions.** The Applicant shall abide by the most current versions of the Contractor Integrity Provisions, Contractor Responsibility Provisions, the Commonwealth Nondiscrimination/Sexual Harassment Clause, the Provisions Concerning the Americans with Disabilities Act, and the Enhanced Minimum Wage Provisions attached to this Agreement as Exhibits B, C, D, E, and F respectively. The word contractor used in these exhibits refers to the Applicant.
- b. **Right-To-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101–3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Applicant shall comply with, the clause entitled Contract Provisions - Right to Know Law, attached as Exhibit G and made part of this Agreement. As used in the attached exhibit, the term "Contractor" refers to the Applicant.

14. General Provisions.

- a. **Choice of Law.** This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to conflict of laws provisions) and the decisions of Pennsylvania courts. Applicant consents to the jurisdiction of Commonwealth of Pennsylvania courts and federal courts in Pennsylvania, waiving claims or defenses that forum is not convenient or proper. Pennsylvania courts shall have in personam jurisdiction over the Applicant. The Applicant consents to service of process in a manner authorized by Pennsylvania law.
- b. **Notice.** Notices and reports arising out of, or from, this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, e-mail, or delivery in person. Except for payments made in accordance with this Agreement, notice shall be deemed given when received.

If to PennDOT:

Name

Street

City

State

Zip

Telephone

Fax

Email Address

If to Applicant:

DANIEL HOFFMAN

Name

700 HIGH STREET

Street

WILLIAMSPORT

City

PA 17701

State

Zip

570-321-3722

Telephone

570-321-2439

Fax

hoffmand9@upmc.edu

Email Address

A party may change its contact information by providing written notice to the other party.

- c. **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original Agreement.
- d. **Titles Not Controlling.** The section titles are for reference only, and shall not be used to construe the language in this Agreement.
- e. **Severability.** The provisions of this Agreement shall be severable. If a phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or the United States, or the laws of the Commonwealth, or its applicability to a government, agency, person, or circumstance is held invalid, the validity of the remainder of this Agreement and its applicability to a government, agency, person, or circumstance shall not be affected.
- f. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party. Failure by either party to enforce its rights and remedies shall not be construed a

waiver of a subsequent breach of the same or another term or condition of this Agreement.

- g. **Independence of the Parties.** Nothing contained in this Agreement is intended or shall be construed to create or establish the relationship of partners between the Applicant and PennDOT, or as constituting PennDOT as the representative or general agent of the Applicant.
- h. **Assignment.** This Agreement may not be assigned by the Applicant, either in whole or in part, without PennDOT's written consent.
- i. **Third-party Beneficiary Rights.** This Agreement does not create or intend to confer rights in or on persons or entities not a party to this Agreement.
- j. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Causes may include acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions or freight embargoes. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
- k. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing the terms and conditions agreed on by the parties. Representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made before or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by another term or provision of this Agreement. No conditions precedent to the performance of this Agreement exist, except as expressly set forth in this Agreement.

[The remainder of this page is left blank intentionally.]

The parties have executed this Agreement to be effective the date of the last signature affixed below.

Attest: Applicant (UPMC Williamsport)
BY David Hoffmann BY Steve E. Larson
Title: Mgr., Admin. Fac. Planning Date 6/23/21 Title: President Date 6/23/21

Attest: Little League
BY Eric Yullo Brown BY Steph Kell
Title: SVP/CMO Date 7/29/2021 Title: _____ Date _____

Attest: Pennsylvania College of Technology
BY [Signature] BY [Signature]
Title: SVP for Finance / CFO Date 8-5-2021 Title: Chair of Staff Date 8/5/21

Attest: City of Williamsport
BY Janice H. Frank BY Dick Slaughton
Title: City Clerk Date _____ Title: Mayor Date 10/22/2021
Title: Controller Date _____

If the Applicant is a corporation, this Agreement must be signed by a senior officer; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign; if a limited liability company, only a member or managing member must sign; if a municipality, authority, or other entity, please provide a resolution or other delegation of signature authority for the individual executing this Agreement. Please indicate the signers' titles in the spaces provided and date all signatures. Improper or unauthorized signatures will result in delays.

DO NOT WRITE BELOW THIS LINE—FOR DEPARTMENT USE ONLY

APPROVED AS TO LEGALITY AND FORM

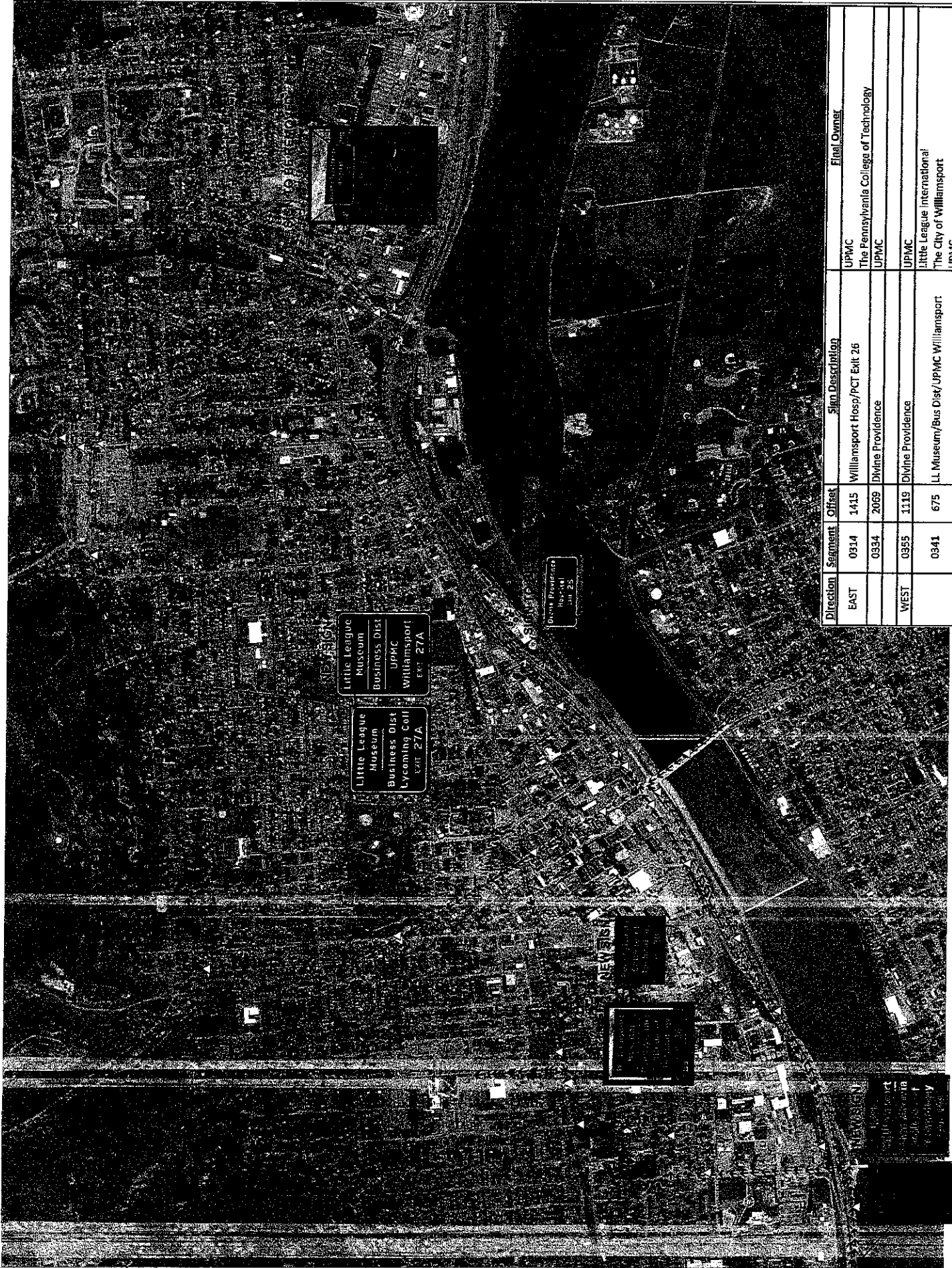
COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

BY _____
for Chief Counsel Date _____

BY _____
Deputy Secretary or Designee Date _____

BY _____
Deputy General Counsel Date _____

BY _____
Deputy Attorney General Date _____



Direction	Segment	Offset	Sign Description	Final Owner
EAST	0314	1415	Williamsport Hosp/PCT Exit 26	UPMC
	0334	2069	Divina Providence	The Pennsylvania College of Technology UPMC
WEST	0335	1119	Divine Providence	UPMC
	0341	675	LL Museum/Bus Dist/UPMC Williamsport	Little League International The City of Williamsport UPMC
	0325	2365	Williamsport Hosp/PCT EXIT 28 (Removing Williamsport Hosp)	The Pennsylvania College of Technology

NO.	DATE	DESCRIPTION

EXHIBIT A
 UPMC SUPPLEMENTAL BOARD
 CITY OF WILLIAMSPORT LYCOMING COUNTY, PENNSYLVANIA
 LITTLE LEAGUE MUSEUM BUSINESS DISTRICT
 2020 Assessment File No. 0341-27A
 2020 Assessment File No. 0334-27A
 2020 Assessment File No. 0335-27A
 2020 Assessment File No. 0325-27A
 4331-010