CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 10123 **DATE** 10-8-26

TITLE

RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE CITY OF WILLIAMSPORT AND LYCOMING COLLEGE

BE IT HEREBY RESOLVED by the City Council of the City of Williamsport that the Agreement attached hereto between the City of Williamsport and Lycoming College is hereby approved; and,

BE IT FURTHER RESOLVED, that the Mayor and City Controller are hereby authorized to execute the Agreement and to take such other action as is necessary to carry out the terms and intent of the Agreement.

Approved

City Clerk

President

NON-EXCLUSIVE USE AGREEMENT FOR BRANDON PARK

This Non-Exclusive Use Agreement ("Agreement") is made and entered into this ___8th___ day of ____October_____, 2026, by and between the CITY OF WILLIAMSPORT, a Pennsylvania Third Class Optional Charter Law City ("City"), having its offices at 100 West Third Street, Williamsport, Pennsylvania 17701, and LYCOMING COLLEGE, a Pennsylvania non-profit corporation ("User"), having its offices at 1 College Place, Williamsport, Pennsylvania 17701;

WHEREAS, City is the owner and operator of Brandon Park (the "Park"), bounded approximately by Market Street, Hepburn Street, North Drive, Parkwood Street, Elizabeth Street, and Brandon Place, all within the City of Williamsport, with the power to grant rights and privileges with respect to the Park, pursuant to the provisions of the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the User has for some time past made use of the Brandon Park Tennis Court, located in the southeastern corner of the Park; and

WHEREAS, City and User desire to formalize the granting of permissive use of the Brandon Park Tennis Court by City to User;

NOW, THEREFORE and in consideration of the mutual terms and conditions hereinafter set forth, and intending to be legally bound, the City and User hereby agree to the following:

ARTICLE I – TERM OF AGREEMENT

The term of this Access Agreement shall commence on September 1, 2026, and shall continue annually, through and including August 31, 2027. Upon the consent of the City, this Access Agreement may be renewed, subject to any changes deemed necessary by the City, for three (3) additional terms.

ARTICLE II – ACCESS LICENSE

City hereby grants User a non-exclusive license to access Brandon Park Tennis Court, including parking in the parking lot adjacent thereto along Brandon Place, for the purpose of tennis and related activities by students, employees, faculty, staff, invitees, and licensees, upon terms and conditions as further set forth herein.

The non-exclusivity of this license means that, while User may make use of the Brandon Park Tennis Court and adjacent parking lot as provided herein, subject to the terms and conditions of this Agreement, User may not prevent other individuals or entities from doing likewise, and may not bar, block, or otherwise interfere with the access of other persons lawfully accessing and enjoying the same; provided, however, that User may, with prior notice to and approval by City, which approval shall not be unreasonably withheld, designate reasonable dates and times for User-sponsored events such as practices or matches, during which time the use of the Tennis Court and adjacent parking area shall be exclusive to User. Such dates and times, when approved, shall be clearly designated by temporary signage posted at the Tennis Court and adjacent parking area. User agrees that if it so designates periods of exclusivity, it shall actually make use of the Tennis Court and adjacent parking area during those periods unless prohibited from doing so by force majeure.

ARTICLE III – CONSTRUCTION AND MODIFICATION

It is understood and agreed that the User shall not construct or alter in any way the amenities at the Park unless written permission for same is given by City, and upon terms which are acceptable to City in its sole discretion, including, but not limited to, entry into an agreement for the cost and long-term maintenance of said construction or alteration as well as approval by City of any designs or plans in connection therewith.

ARTICLE IV – COMPLIANCE WITH RULES AND REGULATIONS

User shall be responsible for ensuring that any persons making use of the Park under the license granted pursuant to Article II hereof shall comply with all rules and regulations set forth in Article 720 of the Code of Ordinances of the City of Williamsport, entitled "Brandon Park Conduct," except that User shall not be required to submit a security deposit as provided by section 720.18 of the Code of Ordinances.

User shall likewise be responsible for compliance with the following rules and regulations set forth on the Brandon Park Request for Usage Form, numbered as appears on the form on the date of execution hereof:

> 2. An Event with 50 or more participants requires a Special Events Permit from the City of Williamsport Codes Department. If your organization is having a tent you must also have a tent permit. Other special requests or needs for your event may require other permits and/or the payment of other fees. Please call 570-327-7523. All paperwork must be turned in 30 days before your event. It is not our responsibility to notify you to fill out paperwork for your event. If paperwork is incomplete or missing your event is subject to denial by Williamsport Bureau of Codes and the Recreation Department.
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> 4. Signs may only be used in connection with an event that is approved in accordance with regulations governing the use of Brandon Park. Such signs must be approved as to design and location as part of the event approval process by the Brandon Park Commission. Such signs should be prepared in a professional manner and should not exceed 32 square feet in area. All signs may be posted the morning of the event and must be removed immediately following the event. No signs may be displayed before 6:00am or after 10:00pm.
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> 6. All performances and activities can commence no earlier than 9:00am and must be completed by 10:00pm
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> 7. All organizations or vendors who are involved in events which require electrical service are responsible for furnishing their own cords. All cords are required to be heavy-duty, outdoor minimum 12-gauge cords. No other cords allowed. 8. The organization is responsible for cleanup of park facilities utilized during the event. The organization is responsible for trash removal from the park the day of the event.

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10. . . . No parking on grass area located behind the Bandshell or along roadways throughout the park.

ARTICLE V - TERMINATION OF AGREEMENT

Events of Default by User: City, at its option, may declare this Agreement terminated in its entirety upon the happening of any one or more of the following events and may exercise all rights related to the termination of this Agreement:

a. If User fails to make use of the Tennis Courts area of the Park for a period of twelve (12) calendar months; or

b. If User shall use or permit the use of the Park at any time for any purpose which is not authorized by this Agreement, or if User shall use or permit the use thereof in violation of any law, rule or regulation, to which the User has agreed to conform; or

c. If User fails to meet any term or condition of this Agreement; or

d. If persons using the Park under the license granted herein to User cause damage or injury to the Park and/or any of its amenities, ordinary wear-and-tear excepted, or, while using the Park, cause injury or death to any third persons; or

e. The occurrence of three (3) or more convictions of persons using the Park under the license granted herein to User for violations of Article 720, which violations occurred during a twelve-month period.

f. Designation of three (3) or more periods of exclusivity by User during a twelve-month period and consequent failure of User to make actual use of the Tennis Court and adjacent parking lot during the designated periods.

f. City's willingness to enter into this Agreement is expressly conditioned upon the City's understanding that User shall make the Tennis Court and adjacent parking area available to its students, employees, faculty, staff, invitees, and licensees without charge, and shall do so in accordance with all applicable laws and regulations governing equal access, nondiscrimination, and the like. If User charges for the use of the Tennis Court and/or adjacent parking area, profits therefrom by assignment, sublease, or otherwise, or violates any applicable law or regulation governing equal access, nondiscrimination, or the like, it shall be an event of default hereunder.

Notice of Default: If the User shall default as provided hereunder, then the City shall send to the User a written notice of default, specifying the nature of the default. If the default is of a nature that is curable, User shall, within thirty (30) days after the date of the notice, cure and remedy the default, and this Agreement shall then continue as before. The parties agree that defaults occasioned under subsecitons (a), (d), and (e) are not curable hereunder.

Failure to Cure Default: If a default is capable of cure and if the User shall fail to timely cure and remedy such default, the City shall have the right to declare, by written notice to the User, that the User is in default, and to use all remedies available to the City under this Agreement, including termination of the Agreement upon no further notice to User, provided that the notice of default contemplates such action. However, if by its nature, such default is curable but cannot be cured within such thirty (30) day period, such termination shall not be effective if the defaulting party commences to correct such default within said thirty (30) days and corrects the same as promptly as reasonably practicable.

In the event of a default which is either not curable or, if curable, has not been timely cured as provided hereunder, User shall be liable to City for the reasonable cost of repair of the Park and/or any amenities thereof, including the reasonable value of loss of use thereof, which have

been damaged or injured in violation of this Agreement. If City must resort to proceedings at law or in equity to enforce the foregoing paragraph or any other provision of this Agreement, in the event that City prevails or if the dispute is settled between the parties, User shall pay City's costs and expenses in connection therewith, including court costs and reasonable attorney's fees.

User may terminate this Agreement upon sixty (60) days' written notice to City.

If any of the following events occur, this Agreement shall terminate:

a. The Park, or the portion thereof occupied by the Tennis Courts, is closed or substantially closed due to the declaration of a lawful authority; or

b. The Tennis Courts are closed, discontinued, and/or removed by the City in its sole and absolute discretion; or

c. The Park, or the portion thereof occupied by the Tennis Courts, is condemned; or

d. The City conveys the Park, or the portion thereof occupied by the Tennis Courts, to another entity.

ARTICLE VI - INDEMNIFICATION

User shall defend, indemnify and save harmless City from and against any and all claims and suits (and all reasonable costs and expenses incidental thereto, including attorney's fees) for damages directly arising by reason of any injury or death to any person or persons, or damage to property of City or other person or persons, where such injuries, losses or damage have been directly caused by any act or omission of User, its students, employees, faculty, staff, invitees, and licensees or by virtue of the use, maintenance, operation and occupancy of the Park by any of the foregoing. User shall defend, indemnify, and save harmless City from any claims or suits arising by reason of User's failure to comply with such requirements (and all reasonable costs and expenses incident thereto, including attorney's fees).

ARTICLE VII - INSURANCE

At its sole cost and expense (including, without limitation, the payment of all necessary premiums) User shall maintain general liability insurance necessary for its use of the Tennis Courts and adjacent parking area in the amount of at least $1,000,000 per occurrence. User shall have City named as an additional insured, as its interest shall appear, under the applicable insurance policy or policies and shall provide City with a certificate or certificates of insurance evidencing that City is an additional insured under such policy or policies.

ARTICLE VIII – NOTICE

Any and all notices or other written communications required or permitted hereunder shall be in writing and mailed postpaid via United States Registered Mail or Certified Mail, or overnight courier as follows:

If to City:

City of Williamsport
100 West Third Street
Williamsport, PA 17701
Attention: Derek Slaughter, Mayor

Or to such other address as City may furnish to User in writing. If to

User:

Lycoming College
1 College Place
Williamsport, PA 17701
Attention:

Or to such other address as User may furnish to City in writing.

Except for notices via overnight carrier which shall be deemed to have been given on the date following delivery to the overnight carrier, the receipt of the notice or other written communication shall be deemed to be the third day from the date of the postmark.

ARTICLE IX - MISCELLANEOUS

The failure of either party to enforce any terms or conditions of this Agreement shall not constitute a waiver of the same or other terms and conditions or otherwise prevent or preclude such party from exercising the rights or remedies hereunder, at law or in equity.

Time is of the essence of this Agreement.

The signatories hereto represent that they are legally authorized to execute the same for the purposes therein contained.

This Agreement shall not create for, nor give to, any third party any claim or right of action against either party that would not arise in the absence of this Agreement.

Any and all rights and remedies hereunder are cumulative and are in addition to such other rights and remedies as may be available at law or in equity.

This Agreement grants a license only, revocable or terminable only under the terms and conditions herein, and does not grant any lease, easement or other interest in real estate.

All rights and liabilities under this Agreement shall extend to the successors and assigns of the parties hereto respectively except as provided herein, provided, however, that this Agreement may not be assigned or transferred by User without the prior written approval or consent of City, such consent not to be unreasonably withheld or delayed. Additionally, User shall not sublet the Property or any part thereof without prior written consent of City.

The parties hereto agree that the terms and performances hereof shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, conflict of laws provisions notwithstanding. Jurisdiction and venue of any dispute hereunder shall lie in the Court of Common Pleas of Lycoming County, Pennsylvania, and/or the United States District Court for the Middle District of Pennsylvania.

This agreement may be signed in one or more counterparts.

This Agreement is the entire agreement between the parties on the subject matter to which it applies. Nothing in this Agreement is intended to terminate, cancel, supersede or modify any other agreement between the parties regarding subject matters to which this Agreement does not apply.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above-written.

ATTEST:

CITY OF WILLIAMSPORT

_____
Janice Frank, City Clerk

By:_____(SEAL)
Derek Slaughter, Mayor

ATTEST:

LYCOMING COLLEGE

_____

By:_____(SEAL)
Authorized Representative

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ATTEST:

Janice Frank, City Clerk

CITY OF WILLIAMSPORT

By: _____ (SEAL)
Derek Slaughter, Mayor

ATTEST:

_____

LYCOMING COLLEGE

By: _____ (SEAL)
Authorized Representative

City Controller