

**AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019 by and between **THE PENNSYLVANIA TURNPIKE COMMISSION**, an instrumentality of the Commonwealth of Pennsylvania, with a mailing address of P.O. Box 67676, Harrisburg, PA 17106-7676, hereinafter referred to as the "Commission"; and,

**THE TOWNSHIP OF SOUTH FAYETTE**, a municipality formed and existing under the laws of the Commonwealth of Pennsylvania, with a mailing address of 515 Millers Run Road, Morgan, PA 15064 herein after referred to as the "Township".

**WITNESSETH:**

WHEREAS the Commission is currently undertaking the design and construction of the Southern Beltway US Route 22 to I-79 project (herein the "Project") which is partially located within the Township of South Fayette, Allegheny County, Pennsylvania; and,

WHEREAS, as part of the Project the Commission will construct a new interchange and connector road (hereinafter the "RTE 50 Connector Road") within the Township's boundaries; and,

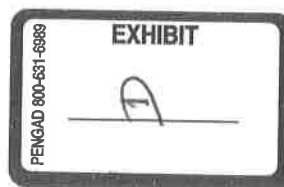
WHEREAS, as part of the Project the Commission will relocate a portion of existing Cecil Sturgeon Road (T-842), located North of the Project, and will also repave, reconstruct and construct a new cul-de-sac terminating Cecil Sturgeon Road (T-842), located South of the Project; and,

WHEREAS, as part of the Project the Commission will also relocate portions of Cecil Reissing Road (T-840); and,

WHEREAS, after construction of the Project is complete the Township has agreed to accept ownership of the RTE 50 Connector Road, relocated Cecil Reissing Road (T-842) and improved Cecil Sturgeon Road (T-840) subject to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, and intending to be legally bound, the parties hereto agree as follows:

1. The Commission hereby agrees that as part of the Project it will construct the following improvements (hereafter the "Improvements"), as shown on the plan entitled "Milepost S-15.28 RTE 50 Connector Interchange", attached hereto as Exhibit "A" and incorporated herein by reference:
  - a. Relocated Cecil Reissing Road (T-840) from Sta. 616+00 to Sta. 655+49.04;
  - b. Cecil Sturgeon Road (T-842):
    - 1) Relocated North of the Southern Beltway from Sta. 1500+00 to Sta. 1514+50.00,
    - 2) Paved South of the Southern Beltway from Sta. 00+00.00 to Sta. 21+34.84,



- 3) Selected Material Surfacing South of the Southern Beltway from Sta. 22+52.79 to Sta. 29+93.14;
    - c. New cul-de-sac on Cecil Sturgeon Road (T-842) Sta. 21+34.84 to Sta. 22+52.79; and
    - d. New Route 50 Connector Road (two legs) from Sta. 840+16 to Sta. 872+44.35, and from Sta. 872+44.35 to Sta. 913+86.25;
    - e. A traffic signal to be located at the intersection of State Route 50 and the Rt. 50 Connector Road.
2. The Commission agrees that the Improvements will be constructed in accordance with the plans reviewed and approved by the Township Engineer.
3. Upon completion of the construction of the Improvements, the Township hereby agrees to accept and dedicate the same as legal right-of-way for township roads. The Township hereby agrees to own and maintain the Improvements and all associated drainage structures and features, including but not limited to all headwalls, inlets, pipes, manholes and swales located within Township legal right-of-way with the exception of any PTC owned Structure as set forth below . The RTE 50 Connector Road will be dedicated as "South Fayette Way".
4. The Township hereby agrees to enter into the appropriate maintenance agreement with officials from Cecil Township regarding the portion of the RTE 50 Connector Road located within the boundaries of Cecil Township, Washington County (Sta. 840+16 to Sta. 857+00).
5. The Commission hereby agrees to maintain ownership of all stormwater management ponds and associated drainage facilities within its limited access right-of-way and also those storm water management ponds identified on Exhibit "A" as a "PTC owned Structure".
6. The Commission hereby expressly agrees to retain ownership, maintenance and inspection responsibilities for the bridge structures known and identified as SB-253 (Sta. 863+83.57 to Sta. 866+45.57), carrying the RTE 50 Connector Road over the Southern Beltway mainline; and SB-257 (Sta. 906+14.19 to Sta. 913+00.69), carrying the RTE 50 Connector Road over the Wheeling and Lake Erie Railroad to existing State Route 50. The Commission will be responsible for the structures from end to end as referenced in the stationing above. The Township will be responsible for all approaches, including but not limited to, materials, regardless of type, guide rail, drainage, signage and curbing, if any. The Township further agrees that no physical alteration or attachment of any utility or other appurtenance to the bridge structures will be allowed without the Commission's express written consent.
7. The Township hereby agrees to own and maintain all pavement markings, both longitudinal and transvers, and all secondary sign installations located within the legal right-of-way for Township roads, including for that portion of roadway located in Cecil Township.

8. The Township hereby agrees to be responsible for all snow removal and other winter maintenance associated with the Improvements, including for the roadway surfaces of structures SB-253 and SB-257, and for that portion of roadway located in Cecil Township.
9. The Township hereby agrees to own and maintain the traffic signal to be located at the intersection of State Route 50 and the Rt. 50 Connector Road. The Township agrees to cooperate with the Commission by submitting any and all applications, licenses or other documents that may be required by the Pennsylvania Department of Transportation regarding the same. The Commission agrees to prepare the required documents including the signal plan, and PennDOT Form TE-160. The Township agrees to formally pass a resolution accepting ownership of the traffic signal.
10. In consideration of the Township's promises above the Commission hereby agrees to pay the Township, a onetime lump sum payment of Six Hundred Fifty Thousand Dollars and 00/100 (\$650,000.00), which payment shall be made within thirty (30) days of the full execution of this Agreement.
11. This Agreement shall inure to the benefit of and shall be binding upon the Township, Commission and their respective transferees, successors and assigns.
12. If any provision of this Agreement shall be deemed partially or wholly unenforceable, such unenforceability shall not affect the remaining provisions hereof, and such effective provisions shall be enforced to the fullest extent permitted by law.
13. This Agreement constitutes the only agreements between the parties relating to the subject matter hereof, and no representations, promises, understandings or agreements, express or implied, oral or written, not contained herein, shall be of any force or effect. No modification, alteration, change or waiver of any provision of this Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced.
14. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each party warrants that they have the authority to execute this Agreement. A PDF or electronic signature shall be deemed an original for the purposes of this Agreement.

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

ATTEST:

THE TOWNSHIP OF SOUTH FAYETTE

\_\_\_\_\_  
Name: John M. Barrett                      Date  
Title: Township Manager

By: \_\_\_\_\_  
Name: Ray Pitetti                              Date  
Title: Chairman, Board of Commissioners

ATTEST:

THE PENNSYLVANIA TURNPIKE COMMISSION

\_\_\_\_\_  
Ann Louise Edmunds                      Date  
Assistant Secretary-Treasurer

By: \_\_\_\_\_  
Leslie S. Richards                              Date  
Chair

Approved as to form and legality:

\_\_\_\_\_  
Jeanmarie McLaughlin                      Date  
Assistant Counsel

\_\_\_\_\_  
Deputy Attorney General                      Date  
Office of Attorney General

