CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9981 DATE 12-4-25

TITLE

RESOLUTION BETWEEN THE CITY OF WILLIAMSPORT & UPMC FOR INSTALLATION OF BICYCLE SAFETY

WHEREAS, the City of Williamsport and UPMC Williamsport, on behalf of its corporate subsidiary Divine Providence Hospital of the Sisters of Christian Charity (hereinafter collectively referred to as "UPMC") are desirous of cooperating with respect to the installation of bicycle safety infrastructure consisting of pavement markings and signage in connection with a safe bicycling connection between the City's streets and the Miller's Run Gateway in Loyalsock Township; and

WHEREAS, the City and UPMC desire to enter into a Memorandum of Understanding to reflect their intention and the terms regarding same.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and the Chief Clerk of the City of Williamsport are hereby authorized and directed to enter into the Memorandum of Understanding with UPMC, a copy of which is attached hereto as Exhibit "A."

ATTEST: WILLIAMSPORT CITY COUNCIL

Janice Frank, City Clerk

By: Dr. Adam Yoder, President

APPROVED this 4th day of Dec, 2025.

Derek Slaughter, Mayor

Approved

City Clerk

President

THIS Memorandum of Understanding ("MOU") is made on ____ day of _____, 2025 by and between UPMC Williamsport, on behalf of itself and its corporate subsidiary Divine Providence Hospital of the Sisters of Christian Charity (hereinafter collectively referred to as "UPMC") with an office located at 700 High Street, Williamsport, PA and the City of Williamsport (hereinafter referred to as "CITY").

WHEREAS, UPMC Williamsport is the corporate parent of Divine Providence Hospital of the Sisters of Christian Charity ("Divine") located in the City of Williamsport; and

WHEREAS, CITY is seeking to install bicycle safety infrastructure consisting of pavement markings and signage; and

WHEREAS, CITY, UPMC, and Loyalsock Township are jointly seeking to create a safe bicycling connection between the CITY's streets and the Miller's Run Greenway in Loyalsock Township; and

WHEREAS, the most direct way to connect the bicycle improvements on CITY streets and Miller's Run Greenway is through UPMC's Divine's hospital campus, owned by Divine; and

WHEREAS, the CITY has committed Community Development Block Grant funding to the design and installation costs of pavement markings and signage on designated bicycle routes located within the city of Williamsport;

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE OF THIS MOU

The purpose of this MOU is to provide a cooperative framework for the CITY to manage the installation of pavement markings and signage on UPMC property to create a safe bicycling route connecting the CITY to the Miller's Run Greenway in Loyalsock Township.

2. CITY COMMITMENTS

A. CITY will be fully responsible for design, installation, and maintenance of pavement markings and signage.

B. CITY will provide a full pavement marking and signage plan to UPMC for comment and approval prior to installation.

C. CITY will provide at least 30 days notice to UPMC prior to any future maintenance of pavements markings and signage located on UPMC property installed under this agreement.

D. CITY will cooperate with UMPC to minimize disruption to flow of traffic through the UPMC property during the installation and/or maintenance of pavement markings and signs.

E. CITY shall take reasonable efforts to enforce its ordinances, including City Code section 511.08, with respect to the bicycle friendly route.

3. UPMC COMMITMENTS

A. UPMC shall, upon request of CITY, shall work cooperatively with CITY to provide a mutually agreeable easement over Divine's property in favor of the public for the use of the bicycle friendly route.

B. UPMC will allow the city and/or contracted firms to enter UPMC property and perform installation of pavement markings and signage to create a bicycle friendly route through UPMC property from Sherman St to Warren Ave.

C. When provided a full pavement marking and signage plan by the CITY, UPMC will provide any comments or requested revisions within 30 days.

D. UPMC will ensure that the bicycle friendly route shall remain open to the public at all times, excepting when UPMC reasonably has a security concern with the use of the route, at which time UPMC may close its gate and post the route as closed for the duration of the security concern, but must provide reasonable notice to the CITY regarding same.

E. Each party shall indemnify and hold harmless the other party from and against any claim, cause of action, suit, and/or matter whatsoever arising from or related to that Party's duties hereunder, including but not limited to the conduct or misconduct of any of Party's employees in implementing the terms of this Agreement.

4. GOVERNING LAW AND INTERPRETATION

This MOU shall be made, construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

AND NOW, intending to be legally bound by the provisions set forth herein, the parties set their hand and seal as follows:

CITY OF WILLIAMSPORT	**UPMC Williamsport**
Mayor Derek Slaughter	Officer
Attest	Attest
Date	Date