# CITY OF WILLIAMSPORT, PA
# RESOLUTION

**RESOLUTION #** 10069 **DATE** 5-14-26

**TITLE**

**RESOLUTION AUTHORIZING**
**AN INSTALLATION AND MAINTENANCE AGREEMENT**
**FOR SMALL FLOW TREATMENT FACILITY**

**NOW, THEREFORE BE IT RESOLVED,** by the City Council of the City of Williamsport, that the Agreement attached hereto, between the City of Williamsport and Carson McDonnell, setting the terms for the installation and maintenance of a small flow treatment facility, to be located at 372 Daugherty's Run Road, and setting an approved escrow amount of $1,200.00, in accordance with the terms of the attached Agreement, is hereby approved.

**HEREBY**, the appropriate City Officials are authorized to execute the attached Agreement between the City of Williamsport and Carson McDonnell, and any other documents necessary to effectuate the attached Agreement.

**Approved**

City Clerk

President

**INSTALLATION AND MAINTENANCE AGREEMENT FOR SMALL FLOW TREATMENT FACILITY**

**THIS AGREEMENT**, made this 7th day of May 2026, by and between the **City of Williamsport**, Lycoming County, 100 West Third Street, Williamsport, PA 17701 (hereinafter referred to as "Municipality") and **Carson McDonnell, Executrix for the Dermott McDonnell Estate** located at 372 Daugherty's Run Road, Williamsport, PA 17701 (hereinafter referred to as "Property Owner").

## BACKGROUND

**WHEREAS,** Property Owner is owner, either equitable or legal, of property located at 372 Daugherty's Run Road, City of Williamsport, Lycoming County, Pennsylvania, being known as Lycoming County tax parcel No. 67-028-402.

**WHEREAS,** Property Owner has requested the City of Williamsport Council to amend its Official Sewage Facilities Plan (otherwise known as the Act 537 Plan) so as to permit a small flow treatment facility (hereinafter "the System") to be installed and operated upon the aforementioned property of Property Owner described above; and

**WHEREAS,** the Municipality is willing to amend its Act 537 Plan so as to provide for the installation of the System upon the property provided that the Property Owner agrees to install, operate, and maintain the System upon certain terms and conditions, more particularly set forth herein; and

**WHEREAS,** the Municipality and Property Owner desire to set forth this Agreement between them with respect to the installation, operation, and maintenance of the aforesaid System so as to insure the safe and orderly operation of same.

## AGREEMENT

**NOW, THEREFORE,** for and in consideration of the covenants contained herein, the parties hereto do agree as follows:

1. The System to be designed, installed, operated, and maintained by Property Owner upon the property described above, shall be in accordance with the design standards and requirements of the Pennsylvania Department of Environmental Protection (hereinafter referred to as the "PADEP"). In addition to all other requirements, the design standards shall include the following:

    a. Easy access for inspection and periodic maintenance shall be provided for all treatment units. A readily accessible effluent sampling point, located at the discharge end of the system on the property shall be provided.

b. An alarm shall be provided for all pumps and aeration devices. Alarms shall include both visual and audible devices located so as to be readily noticeable by occupants of property. An appropriate high-level alarm in the dosing tank and an alarm for the aeration motor (if used) are needed.

c. Reasonable vehicular access shall be provided to the System for periodic removal of sludge.

2. The System shall have received sewage facilities planning approval by the Municipality and the PaDEP. Thereafter, required PaDEP permits must be obtained. No building or System construction may occur until a preconstruction meeting has been held with the appropriate municipal officials, the System Contractor, and Property Owner and the factory representative if an aerobic treatment unit is used.

3. Upon completion of System installation and prior to System covering, the Registered Professional Engineer for the Property Owner, designated Municipal Official [sewage enforcement officer (SEO), code enforcement officer (CEO) or certified sewage treatment plant operator] and factory representative if an aerobic treatment unit is used, shall conduct an inspection and certify in writing that the construction/installation of the facility is in conformance with the permit issued by the PADEP. Notice of facilities inspection shall also be given to the PaDEP 72 hours prior to inspection. A copy of written certification signed by all parties will be sent to the PaDEP within 10 days of completion of inspection. A service contract consistent with the requirements of the National Sanitation Foundation must be signed and a copy sent to the PaDEP when aerobic treatment units are used.

4. The Property Owner shall monitor and maintain the System as required by the PaDEP permit issued for the System. The treatment tank shall be pumped and maintained as required by the aforementioned permit. At least one sample per year shall be collected and analyzed for fecal coliform bacteria. If disinfection using chlorination is used, the effluent shall be tested for chlorine residual at least once per month. Reports on the tests and analysis shall be provided to PaDEP as required by the permit, and copies of said reports must also be forwarded to the Municipality.

5. System inspections at least three times a year shall be conducted by a municipally employed SEO, CEO, certified wastewater treatment plant operator or other municipal authorized representative. Inspections shall include collection and testing of an effluent sample for fecal coliform analysis (and adequate chlorine residual if disinfection using chlorination is used) at levels required by the PaDEP permit and. At least two municipal inspections will be conducted between April 1 and September 30 of each year. At least one bacteriological analysis must be by an EPA approved laboratory.

Copies of all written inspection reports shall be retained with municipal records and one copy sent to the PaDEP along with a copy of the lab results. Information shall be sent within 10 days of receipt of lab findings by the Municipality.

6. In the event Municipal or the PaDEP inspections indicate the need for repair, replacement and/or maintenance of any component part or all of the System in order to bring the System into compliance with the PaDEP permit or regulations, the Property Owner shall complete such repairs, replacement and/or maintenance and obtain certification from the Property Owner's engineer or the municipality's authorized representative that the work has been completed in accordance with appropriate standards. Certification must be provided within 30 days of the date of Municipal or PaDEP notice.

7. In the event the Property Owner or his representative fails or refuses to achieve timely compliance with the provisions for system repair, replacement and/or maintenance as described in paragraph 5, the Municipality shall have the right to enter upon the premises and to perform any repairs, replacement and/or maintenance with respect to the System, all of which shall be made at the cost and expense of the Property Owner. Municipal action to effectuate needed corrections shall occur no sooner than 30 days or later than 45 days after notice was sent to the Property Owner.

8. During the period of time when the System is inoperable and/or incapable of treating the discharged effluent so as to meet and/or exceed those standards of the PaDEP as aforesaid, Property Owner shall make the necessary arrangements to remove said effluent and arrange for the appropriate disposition of same at a DEP permitted sewage disposal facility. In the event the Property Owner shall fail to make the necessary arrangements for the removal of said effluent, the Municipality shall have the right, upon forty-eight (48) hours written notice to Property Owner sent to the last known address by first-class mail, to enter upon the premises and cause said effluent to be removed. Where the Property Owner causes the effluent to be removed, he shall, upon request of the Municipality, provide an agreement with a hauler providing for the removal of the wastewater and submission of all pumping receipts to the Municipality. The Property Owner agrees to continue hauling effluent until such time as the System has been properly certified as being operable by the Municipality or the PaDEP.

It is expressly understood and agreed that this Agreement shall be recorded in the Office for the Recording of Deeds in and for the County of Lycoming and that this Agreement shall be binding upon Property Owner, their heirs, administrators, executors, successors, and assigns, including Property Owners' successor in title to the aforesaid property which is the subject of this Agreement, it being the express understanding of the parties that any and all duties and obligations of Property Owner with respect to the operation of the System set forth in this Agreement would 'also "run with the land" and remain the obligation of the Property owners' successors in title.

9. The Property Owner agrees to pay the Municipality an annual fee for inspection of the System as set by the Municipality at their annual reorganization meeting and further agrees to pay for the recording of the Agreement as provided herein, and any and all costs incurred by Municipality for inspections, repairs, replacements and/or maintenance of the System or its component parts or in the removal of effluent in accordance with the terms of this Agreement which costs shall be recoverable by the Municipality from the Property Owner. In the event the Property Owner, or his/her heirs, successors or assigns, shall fail to pay the Municipality for such costs or expenses, the Municipality shall institute suit against the Property Owner in a civil action or cause a lien to be recorded on the property in accordance with the Municipal Lien Law for all costs and expenses incurred in the enforcement of this Agreement, including reasonable attorney fees.

10. In order to secure the costs which may be incurred by the Municipality, and which are recoverable as herein provided, the Property Owner contemporaneously with the execution of this Agreement shall post an Escrow Amount with the Municipality as follows:

    a. The Property Owner shall deposit the sum of one thousand two hundred dollars ($1200.00) with the Municipality. The deposit shall be held by the Municipality in a separate interest-bearing account with the interest to be accumulated at the discretion of the Municipality. Said sums may be used by the Municipality or Municipality Official for system, repair, replacement, or maintenance in the sole discretion of the Municipality or Municipality Official.

    b. Should the escrow fall below the sum of one thousand two hundred dollars ($1200.00), Property Owner shall be notified and, within ten (10) days, restore the amount to one thousand two hundred dollars ($1200.00). In the event the escrow account exceeds one thousand two hundred dollars ($1200.00), the excess deposit can be utilized to offset the annual inspection, sampling, and testing costs, or returned to the Property Owner at the discretion of the Municipality. Should the PaDEP approval require the Property Owner to establish a higher escrow, that amount shall prevail and be deposited with the Municipality.

11. It is expressly understood and agreed that nothing contained herein shall be construed to waive, affect, or alter any requirements of the Zoning, Land Development, Subdivision, and/or other ordinances of the Municipality and nothing contained herein empowers any officer or employee to waive any requirements of such Ordinances. It is expressly understood and agreed that installation of the System upon the property does not constitute approval for any land development of the property.

12. Property Owner, for themselves, their heirs, administrators, executors, successors and assigns, shall at all times hold the Municipality harmless from any claims, suits, legal expenses or judgments which may be brought against the Municipality or against any municipal officials

and employees and/or against the Property Owner or any of their successors in title for any adverse conditions causally and directly related to the operation by Property Owner of the System. The Property Owner shall have the duty to defend the Municipality, its officials and employees against any claim or suit made by any person who alleges that adverse conditions have been caused by the operation by the Property Owner of the System. In the event the Property Owner fails to undertake the defense of the Municipality as to any such claim and the Municipality is required to enter upon its own defense, Property Owner shall reimburse the Municipality for any expenses it may incur, including legal fees, engineering fees and other expert witness fees and shall pay any judgment rendered against the Municipality as a result of such a suit. As to damages alleged to have been caused by reason of the operation of the System, Property Owner shall have the right and option to join the Municipality in the defense and/or compromise of such claim and Property Owner shall only be required to pay those damages and expenses for which the Property Owner agrees to pay, it being the express understanding of the parties hereto that the Property Owner shall not be responsible for any conditions occurring that cannot be demonstrated to be due to the operation and/or malfunction of the System installed by the Property Owner. In the event the Property Owner, or its heirs, successors or assigns shall fail to pay the costs, legal fees, other expenses or damages as herein provided and the Municipality is required to pay same, the Municipality shall have the right to recover said funds it has expended either by a civil action against the Property Owner, or his heirs, successors or assigns, or by causing a lien to be recorded on the property in an amount equal to the sums required to be expended.

13. Property Owner agrees to provide to the Municipality a complete set of "as built" plans for the aforesaid System as finally approved by the PaDEP or any other governmental agency having jurisdiction thereof.

14. If title to property which is the subject of this Agreement is conveyed or transferred in any manner, the Transferee (New Property Owner) shall provide the Municipality with financial surety as herein required in paragraph 10 before release of existing financial surety.

15. This Agreement shall insure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and assigns of the parties hereto.

16. This Agreement contains all of the agreements of the parties respecting the matters herein treated and there is no collateral, prior, or other agreements between the parties. Any subsequent changes or amendments hereto shall be effective only if reduced to writing and signed by the parties hereto.

17. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania and jurisdiction for any dispute arising under the terms of this Agreement shall be exclusively in the Court of Common Pleas of Lycoming County Pennsylvania.

18. The individuals below, on behalf of the Parties, represent that they are the duly authorized representatives of their respective Party and that all actions and approvals required to legally bind their respective Party to the terms and conditions of this Agreement have been taken.

[*Remainder of this Page Intentionally Blank – Signature Page to Follow*]

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and seals this day and year first above written.

Signed, Sealed & Delivered
In the Presence of:

MUNICIPALITY:

Attest:

**CITY OF WILLIAMSPORT**

Janice Frank
City Clerk

By: Derek Slaughter
Derek Slaughter
Mayor

By: Margaret J. Goodring
Margret Woodring
Controller

PROPERTY OWNER:

Attest/Witness:

**CARSON MCDONNELL, EXECUTRIX**

Name: Anthony J. Grieco
Title: Attorney

By: Carson McDonnell
Carson McDonnell
Executrix, Dermott McDonnell Estate

COMMONWEALTH OF PENNSYLVNIA :
: SS
COUNTY OF LYCOMING :

On this _____day of _____, 2026, before me, a Notary Public, the undersigned officer, personally appeared Margret Woodring and Derek Slaughter, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they are duly authorized representatives of the City of Williamsport, authorized to execute the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year aforesaid.

_____
Notary Public

(SEAL AND STAMP)

COMMONWEALTH OF PENNSYLVNIA :
: SS
COUNTY OF LYCOMING :

On this 7th day of May, 2026, before me, a Notary Public, the undersigned officer, personally appeared Carson McDonnell, Executrix of the Dermott McDonnell Estate, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he or she is the duly authorized representative of the Dermott McDonnell Estate to execute the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year aforesaid.

Monica L. Snyder
Notary Public

(SEAL AND STAMP)

Commonwealth of Pennsylvania - Notary Seal
MONICA L SNYDER - Notary Public
Lycoming County
My Commission Expires May 5, 2029
Commission Number 1156619