CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 10115 DATE 9-3-26

TITLE

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN CITY AND BARRY ISETT FOR SUBDIVISION AND LAND DEVELOPMENT REVIEW SERVICES

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Williamsport, Lycoming County, Pennsylvania, that the attached agreement 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

BARRY ISETT & associates INC
MULTI-DISCIPLINE ENGINEERS AND CONSULTANTS
599 East 7th Street, Suite 5, Bloomsburg, PA 17815
272.207.2750 610.481.9098
barryisett.com

July 29, 2026
Project #339426.000

Sent via email to dslaughter@cityofwilliamsport.org

City of Williamsport
100 West 3rd Street
Williamsport, PA 17701

RE: SUBDIVISION AND LAND DEVELOPMENT REVIEW SERVICES
Professional Services Agreement

Basis of Agreement:

Barry Isett & Associates, Inc. (Isett) understands that the City of Williamsport (City) desires supplemental professional engineering and planning review support for subdivision and land development applications submitted within the City. These services are intended to assist the City in administering its subdivision and land development regulations, zoning requirements, stormwater management provisions, and related municipal review procedures applicable to proposed developments.

The City's Bureau of Codes and the Planning Department are responsible for receiving, coordinating, and reviewing subdivision and land development submissions. Isett will serve in a supplemental municipal review capacity, assisting City staff, the Planning Commission, City Council, the City Solicitor, and other municipal consultants by providing independent technical review comments and recommendations.

Isett's review services may include evaluation of plans, reports, calculations, waivers, modification requests, financial security estimates, improvement agreements, and recommended conditions of approval, as requested by the City. Construction-phase observation or inspection services may be provided separately if authorized for a specific approved development.

Scope of Services:

A. Subdivision and Land Development Plan Review

- Review subdivision and land development plans, applications, reports, calculations, and supporting materials for consistency with applicable City regulations, accepted engineering practice, and municipal review procedures.
- Evaluate site layout, lot configuration, street access, traffic circulation, pedestrian connectivity, utility service, grading, stormwater management, erosion and sediment control coordination, floodplain considerations, and public improvement requirements.

- Review zoning-related design considerations, dimensional compliance, parking, loading, landscaping, lighting, signage interfaces, and other development standards as requested by the City.
- Prepare written review letters identifying technical comments, ordinance-related issues, recommended revisions, and items requiring clarification before municipal action.
- Assist the City in evaluating waiver, modification, or deferral requests and provide recommendations regarding technical sufficiency and potential municipal impacts.
- Review proposed conditions of approval, improvement guarantees, cost estimates, maintenance obligations, and closeout documentation for clarity, enforceability, and consistency with City objectives.
- Coordinate with City staff, the Planning Commission, City Council, City Solicitor, Lycoming County agencies, and other municipal representatives as necessary.
- Attend meetings or hearings, when requested, to present review findings and respond to technical questions related to pending applications.

Schedule:

Services under Task A shall commence upon authorization by the City and shall continue on an as-needed basis for subdivision and land development applications referred to Isett by the City.

Estimated Cost of Services:

The professional services described in this agreement shall be provided to the City in accordance with the attached hourly rate schedule. Invoices will be issued monthly based on professional services performed on an hourly basis for each application or assignment authorized by the City.

The total cost of services will depend on the number of applications referred for review, the completeness and complexity of submissions, the extent of coordination required, meeting attendance, and the level of follow-up review necessary before municipal action.

The Pennsylvania Municipal Planning Code (MPC) allows municipal Subdivision and Land Development Ordinances (SALDOs) to include language that requires applicants to reimburse a municipality for reasonable costs incurred for professional services during the application review process. Attached to this agreement is sample ordinance language that we recommend adopting upon execution of this agreement.

Qualifications/Exclusions:

1. Isett's review services are intended to assist the City in evaluating subdivision and land development submissions; final municipal decisions remain the responsibility of the City's authorized boards, commissions, officials, and governing body.
2. Additional services requested by the City, that are outside the scope described herein, including any construction phase observation or engineering oversight, may be provided pursuant to a written amendment or supplemental authorization.

If, after you have reviewed this proposal, you are satisfied with the terms, please sign and return it to us, as it will serve as our agreement for this work. If work authorization is not approved, there is no obligation for Isett to complete the work. This proposal is valid for 60 days from date of issuance.

We appreciate the opportunity to serve the City of Williamsport and look forward to supporting its subdivision and land development review program.

Accepted:

Client: Derek Slaughter
Signature

Derek Slaughter, Mayor
Printed Name & Title

Date:

Approved:

Firm: [signature]
Signature

Joshua Fry, PE
Printed Name & Title

Date: July 29, 2026

Attachments

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Margaret J. Goodling
Controller

Jane M. Frank
City Clerk

BARRY ISETT & associates INC
MULTI-DISCIPLINE ENGINEERS AND CONSULTANTS
5420 Crackersport Road, Allentown, PA 18104
610.398.0904 610.481.9098
barryisett.com

July 29, 2026

SAMPLE SUBDIVISION AND LAND DEVELOPMENT ORDINANCE LANGUAGE

City of Williamsport, Lycoming County

Introduction:

The City of Williamsport may, through its Subdivision and Land Development Ordinance and related fee provisions, require applicants to reimburse the City for the reasonable and necessary costs of outside professional consultants retained to review subdivision, land development, stormwater, traffic, engineering, planning, legal, environmental, geotechnical, and related submissions. The Pennsylvania Municipalities Planning Code (MPC)authorizes municipalities to charge review fees that include reasonable and necessary charges by municipal professional consultants for review and report to the municipality, provided that such fees are reasonable, itemized, tied to the actual review performed, and subject to the MPC fee dispute process. The following sample ordinance language is intended to give Williamsport a clear basis to require consultant reimbursement, establish and replenish review escrows, refund unused balances, and protect applicant rights under the MPC.

Sample Ordinance Language

The following example language is provided for use by the City. Isett recommends the below language be reviewed, revised, and recommended by the City Solicitor before adoption.

Professional Consultant Review Fees. In addition to any application, filing, administrative, review, or inspection fee otherwise required by ordinance, resolution, or fee schedule, each applicant for subdivision, land development, lot consolidation, lot line revision, stormwater management approval, or related municipal approval shall reimburse the City for the reasonable and necessary charges incurred by the City for review and report by the City's professional consultants. Reimbursable professional consultant charges may include, but are not limited to, engineering, planning, legal, traffic, environmental, geotechnical, stormwater, utility, surveying, landscape architecture, and similar professional review services directly related to the application, plans, reports, studies, submissions, resubmissions, agreements, waivers, modifications, and related materials submitted to or reviewed by the City.

Professional Consultant Defined. For purposes of this section, "professional consultant" shall mean any person or firm providing expert or professional advice, review, or reports to the City,

including, but not limited to, engineers, planners, surveyors, architects, attorneys, geologists, landscape architects, traffic engineers, environmental consultants, stormwater consultants, geotechnical consultants, and similar professionals retained or used by the City in connection with municipal review of an application.

Review Escrow. The City may require an applicant to deposit funds into a review escrow account in an amount established by ordinance, resolution, fee schedule, administrative policy, or written determination of the City based on the type, size, complexity, and anticipated review needs of the application. Escrow funds shall be used only to reimburse the City for reasonable and necessary professional consultant review charges authorized by law. If the escrow balance is insufficient to pay incurred or reasonably anticipated review costs, the City may require the applicant to replenish the escrow in a reasonable amount.

Limits on Reimbursement. Reimbursable charges shall be limited to actual, reasonable, and necessary professional consultant costs incurred for review of and report upon the application and related submissions. Such charges shall be consistent with ordinary and customary charges for similar services in the community and shall not exceed the rate or cost charged by the professional consultant to the City for comparable municipal services not reimbursed by applicants. Fees incurred by the City in connection with an appeal of a decision on an application shall not be charged to the applicant as review fees.

Refund of Unused Escrow. Upon final disposition of the application, completion of applicable reviews, and payment or resolution of all undisputed professional consultant review charges, the City shall refund any unused escrow balance to the applicant within a reasonable time and provide an accounting of deposits, charges, payments, and refunds.

BARRY ISETT & associates INC
MULTI-DISCIPLINE ENGINEERS AND CONSULTANTS

PROFESSIONAL SERVICE RATES	
Senior Municipal Engineer	$180.00/hr.
Staff Engineer/Reviewer	$150.00/hr.
Professional Land Surveyor	$165.00/hr.
Professional Landscape Architect	$170.00/hr.

SPECIALTY REVIEW SERVICES	
Geotechnical Engineering Review	$235.00/hr.
Environmental Scientist Review	$215.00/hr.

Terms & Conditions

1. Transportation costs will be charged per mile as a reimbursable expense.
2. Professional services will be charged on an hourly basis in accordance with this rate schedule in increments no smaller than on quarter hour.
3. When a Contractor's schedule requires professional services that exceed a total of eight hours in a single day, each hour beyond the eighth hour will be invoiced at a rate of 1.5 times the standard hourly rate.
4. When a Contractor's schedule requires professional services overnight, night work shall be invoiced at a rate of 1.5 times the standard hourly rate.
5. Specialty review services will be provided when the presence of complex engineering systems requires review by a qualified Isett sub-specialist. Examples of these systems include retaining walls, engineered pile foundations, restoration of sensitive environmental resources, etc.

NOTE: The cost of reimbursable expenses that are in addition to the basic services will be itemized separately. Reimbursable expenses include mileage for trips greater than 25 miles from the Municipal Offices; priority/express mail and packages; preparation of materials for electronic transfer; hand delivery of materials; reproductions; prints; and any additional insurance coverage or limits (including professional liability insurance) requested in **excess** of that normally carried.

Above rates are subject to change if conditions warrant. Reimbursables subject to Sales Tax.

Effective: 7/16/26

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CIVIL/SURVEYING – STANDARD CONTRACT TERMS AND CONDITIONS

1. DUTIES AND RESPONSIBILITIES
1.1 Engineer agrees to provide those professional services as agreed to in the scope of services.

2. RESTRICTIONS ON USE OF DOCUMENTS
2.1 It is understood that the drawing(s) rendered under this agreement will be prepared in accordance with the agreed scope and will pertain only to the subject project. Use of the drawings, information or data contained therein for other purposes is at user's sole risk and responsibility.
2.2 Client agrees that all documentation including drawings and other work Engineer furnished to Client or Client's agents, which Engineer does not receive compensation for under the terms of this agreement shall remain Engineer's property and shall be returned upon demand and shall not be used for any purpose whatsoever.
2.3 Plans, CADD disks, and specifications, as instruments of service, are and shall remain the property of Engineer, whether the project for which they are intended is executed or not. The plans, CADD disks and specifications shall not be used by Client on other projects, for additions to this project, or for completion of this project by others, except by agreement in writing with the appropriate compensation to Engineer, provided Engineer is not in default under this agreement.

3. STANDARD OF CARE
3.1 Services performed by Engineer under the agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession practicing under similar circumstances in the same or similar locality. Our professional services will be performed, our findings will be obtained, and our recommendations prepared in accordance with generally accepted principals of surveying and engineering practice. This warranty is in lieu of all other warranties either expressed or implied.
3.2 Boundary surveys shall be based upon deeds of record and available physical evidence. Unless otherwise specified, Engineer's services do not include research beyond that which is necessary to provide data relative to establishment of boundary lines; rights-of-way, easements, and other matters which may affect the property are specifically excluded except as otherwise provided.
3.3 Plans, drawings, and supporting information required for municipal review shall be prepared in accordance with applicable ordinances and in accordance with Client's instructions. Modifications required by the municipality, or Client shall be made at Client's expense. Due to frequent changes in rules, regulations and interpretations by authorities, Engineer cannot guarantee that any submission will be considered complete or that any agency will issue a permit or approval.
3.4 The location of underground utilities, if shown, shall be based upon surface evidence and/or utility records. Client agrees to advise Engineer of known or suspected underground features or structures which could affect services provided herein, and further agrees to hold Engineer harmless for damages to underground structures where locations are based upon available information, or were not called to Engineer's attention.

4. OBSERVATION SERVICES
4.1 If required under the scope of services Engineer will provide personnel to observe and report on specific aspects or phases of construction in accordance with the agreed scope of services. Engineer's services do not include supervision or direction of the actual work of the Contractor, Contractor's employees, agents, or subcontractors. Client agrees to notify Contractor accordingly. Client shall also inform Contractor that neither the presence of Engineer's field representative nor the observation by Engineer shall excuse the Contractor for defects or omissions in Contractor's work.
4.2 It is understood that Engineer shall not be held responsible for any errors or omissions on the part of Contractor, including, but not limited to Contractor's failure to adhere to the plans and specifications, regardless of whether or not Engineer is performing observation services. This provision shall be included in the contract between Client and Contractor.
4.3 It is understood that Contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and that these requirements shall apply continuously and not be limited to normal working hours. Any monitoring of Contractor's performance conducted by Engineer excludes review of the adequacy of Contractor's safety measures in, on or near the construction site.
4.4 Engineer shall not be held responsible for Contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970, and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.
4.5 It is understood that if Engineer's scope of services does not include observation services, then Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and Client waives any claims against Engineer that may in any way be connected thereto. Client agrees to the fullest extent permitted by law to indemnify and hold harmless Engineer, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defenses costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustment or changes made to the Contract Documents to reflect changed field or other conditions.

5. TERMINATION, SUSPENSION
5.1 This agreement may be terminated by either party upon written notice. In the event of termination, Engineer shall be paid for services performed to the termination date plus reasonable termination expenses.
5.2 In the event of termination or suspension for more than three (3) months, prior to completion of all services contemplated by the agreement, Engineer may complete such analysis and records as are necessary to complete the files and may also complete a report on the services performed on the date of notice of termination or suspension. The expenses of termination or suspension shall include all costs of Engineer in reporting, completed data, completing such analysis records and reports.
5.3 Client shall make no request of Engineer that, in Engineer's reasonable opinion, would be contrary to Engineer's professional responsibilities to protect the public. Client shall take all actions and render all reports required of Client in a timely manner. Should Client fail to do so, Client agrees Engineer has the right to exercise its professional judgment in reporting to public officials. Client agrees to take no action against or attempt to hold Engineer liable in any way for carrying out what Engineer reasonably believes to be its public responsibility. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer, its officers, directors, employees and subconsultants against all damages, liabilities or costs arising out of or in any way connected with Engineer's notifying or failing to notify appropriate public officials.

6. INVOICES, PAYMENTS
6.1 Engineer will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a service charge of one and one-half (1-1/2) percent per month (18% per annum) or fraction thereof on past due payments under this agreement. If an invoice remains unpaid for more than sixty (60) days, Engineer reserves the right to pursue all appropriate remedies including stopping work and retaining all drawings without recourse.
6.2 Payment to Engineer is a material consideration of this agreement. Therefore, Engineer has a right to suspend services for non-payment. Engineer shall not be liable, nor in any way be responsible for damages, delays or increased costs that may occur as a result of Engineer's suspension of services. Client shall hold harmless, indemnify, and defend Engineer for claims that arise due to any suspension.
6.3 It is further agreed that in the event a lien or suit is filed to enforce payment under this agreement Engineer shall be reimbursed by Client for all court costs and reasonable attorney's fees in addition to accrued service charges.

7. DISPUTES
7.1 In the event that Client institutes suit or arbitration against Engineer for any alleged error, omission, or negligence, or failure to perform, and if such suit or arbitration is dropped or dismissed, or if judgment is rendered for Engineer, Client agrees to reimburse Engineer or pay any and all costs and any and all other expense of defense, immediately following dropping or dismissal of the case or immediately upon judgment being rendered on behalf of Engineer.

8. WARRANTY OF AUTHORITY TO SIGN
8.1 The person signing this contract warrants they have authority to sign as, or on behalf of, Client for whom or for whose benefit that Engineer's services are rendered, and also that, if Client is a corporation, that the person signing this contract shall be personally liable, if necessary, for all monies owed under this agreement. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract and that in any action against him for breach of such warranty a reasonable attorney fee shall be included in any judgment rendered.
8.2 If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Engineer to proceed with services, then Client shall be deemed to have accepted the terms of the proposal and these Standard Terms and Conditions.

9. CHOICE OF LAW
9.1 This contract shall be construed in accordance with the laws of the Commonwealth of PA.

10. SEVERABILITY
10.1 In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in the full force and effect, and binding upon the parties hereto.

11. REMEDY
11.1 If the services performed by Engineer are faulty, Client's exclusive remedy shall be for Engineer to re-perform such services to the extent necessary to correct the fault therein without charge to Client or damages limited to those amounts set forth in Warranty, Liability, and Indemnification.
11.2 All claims, disputes, and other matters in question between Engineer and Client, not in excess of $200,000 arising out or for relating to, the contract documents or the breach thereof, shall be resolved as follows:
11.3 A written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved by mediation, the matter shall then be submitted to arbitration in accordance with paragraph 11.5.
11.4 No mediation, arbitration, arising out of or relating to this agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this agreement except by written consent containing a specific reference to this agreement, and signed by Engineer, Client, and any other person sought to be joined. Any consent to mediation, arbitration involving an additional person or persons shall not constitute consent to mediation, arbitration of any dispute not described herein. This agreement to mediate, arbitrate (and any agreement to mediate, arbitrate) with an additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the prevailing mediation, arbitration law.
11.5 Any dispute between the parties that is to be resolved by arbitration shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect. Any such arbitration shall be held and conducted in Williamsport, PA. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. VALIDITY
12.1 It is understood that this agreement is valid for a period of sixty (60) days after which time, if it is not rejected by Client, Engineer reserves the right to revise or withdraw this agreement.

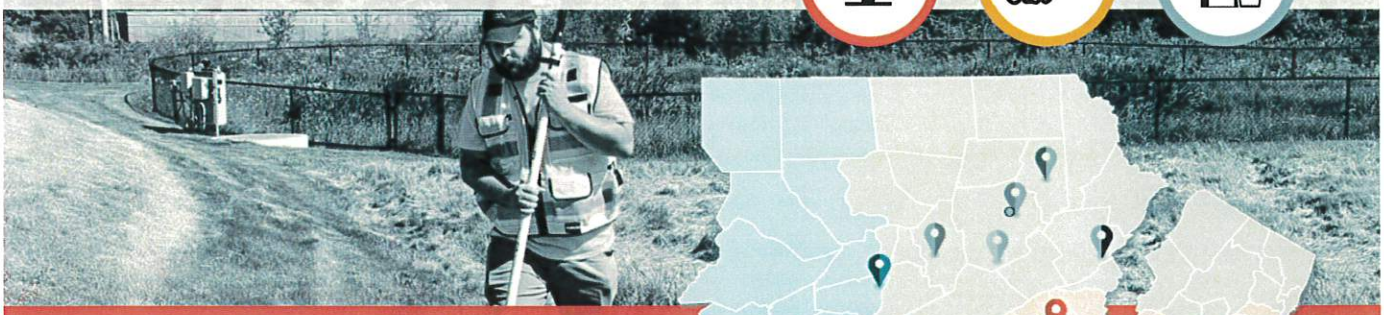
13. CHANGES IN THE WORK
13.1 The stated total fee constitutes Engineer's estimate of the effort required to complete the project as understood by Engineer. Facts developed after initial planning may dictate a change in direction, additional effort, or suspension of effort, which may alter the scope. If such change, additional effort, or suspension of effort results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, the fee and schedule shall be equitably adjusted. 13.2 Client acknowledges that no amount of site investigation or design can anticipate every potential cost issue and that changes occur on every project. Accordingly, Client shall include a reasonable contingency in its construction budget for unforeseen conditions, imperfect documents, requirements of authorities having jurisdiction, and Client's own changes. Client further agrees to make no claim by way of direct or third-party action against Engineer or its subconsultants for any increased costs within the contingency because of such changes or because of any Contractor claims relating to such changes. 13.3 Engineer shall not be responsible for the cost or expense of constructing or adding a component or item mistakenly left out of the Construction Documents to the extent such component or item would have been required and included in the original Construction Documents and therefore would have been part of Contractor's bid or proposal. In no event will Engineer be responsible for any cost or expense that provides betterment or upgrades or enhances the Project.

14. WARRANTY, LIABILITY, AND INDEMNIFICATION
14.1 Engineer's liability for damages due to error, omission or professional negligence shall be limited to an amount not to exceed $50,000 or Engineer's fee, whichever is less. If Client prefers not to limit Engineer's professional liability to this sum, Engineer will waive this limitation upon Client's request if Client agrees to pay an additional consideration for this waiver, prior to commencement of services.
14.2 For any Project related claim, demand, or suit action asserted by any party other than Client related to Engineer's alleged act or error, omission, negligence, carelessness, or breach of duty, contractual or otherwise, Client agrees at Client's sole cost and expense to indemnify, defend and hold harmless Engineer, its subsidiaries, affiliates, officers, employees, and consultants or such other who may have assisted Engineer in rendering its services in connection with the project from and against, all claims, liabilities, costs, and expenses, including but not limited to, reasonable attorney's fees and other costs and expenses suffered, sustained or required to be paid by Engineer. In the event Client is required to defend Engineer per this section, Engineer shall have the right to choose its own counsel.
14.3 Client agrees to be entirely liable for providing any/all contractors working on this project with the latest revisions of all plans.
14.4 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Engineer, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

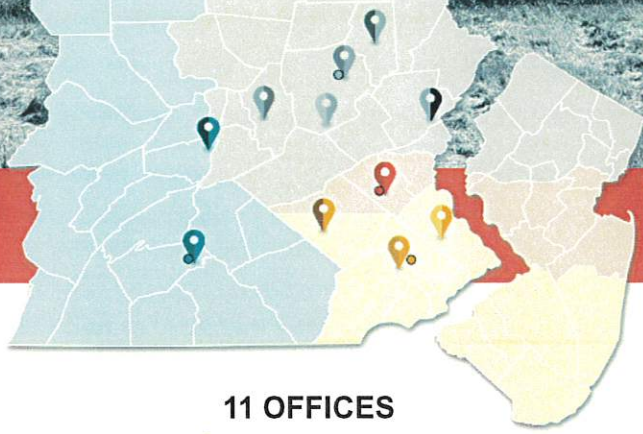
barryisett.com

BARRY ISETT & associates INC

DESIGN FIELD PUBLIC



EXPERTISE



- Project Management & Construction Services
- Civil Land Development
- Structural Engineering
- Mechanical / Electrical / Plumbing Engineering & Fire Protection
- Forensic Building Investigation
- Environmental Consulting
- Geotechnical Engineering
- Construction Materials Testing
- Survey

11 OFFICES

HEADQUARTERS
- **Allentown** | 610.398.0904

SOUTHEAST
- **Wyomissing** | 484.346.7640
- **Phoenixville** | 610.935.2175
- **Furlong** | 267.454.2260

CENTRAL
- **Mechanicsburg** | 717.795.8575
- **Selinsgrove** | 717.795.8575

NORTHEAST
- **Bloomsburg** | 570.455.2999
- **Hazleton** | 570.455.2999
- **Wilkes-Barre** | 570.285.8200
- **Olyphant** | 570.497.8360
- **Stroudsburg** | 272.200.2050

4 CONSTRUCTION MATERIALS TESTING LABS

- **Lehigh Valley**
- **Southeast PA**
- **Central PA**
- **Northeast PA**

- Code Inspection & Plan Review
- **Municipal Engineering Services**
  General Municipal | Transportation | MS4 | Water & Wastewater
- Landscape Architecture
- Grants Management