

**SEWER LATERAL ESCROW AGREEMENT
PERTAINING TO MALFUNCTIONS**

This Agreement is made this _____ day of _____, _____ between _____ and _____ **(Seller(s))**, _____ and _____ **(Purchaser(s))**, and the Borough of Fox Chapel, Allegheny County, Pennsylvania **(Borough)**.

BACKGROUND

- A. The Borough has enacted Ordinance 510, which establishes the requirement for certification of sanitary sewer status prior to the sale of real estate.
- B. Seller(s) and Purchaser(s) have entered into an Agreement of Sale for the property located at _____ in the Borough of Fox Chapel (the "Property").
- C. The required testing has disclosed an illegal storm or surface water connection or malfunctioning drainage system, more particularly described as follows:
_____.
- D. The necessary remedial activities to correct said malfunctions will require a length of time that creates a practical hardship for Seller(s) and Purchaser(s).
- E. Pursuant to Ordinance 510, Seller(s) has (have) applied for a Temporary Document of Certification.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

- 1. Attached hereto is a proposal from _____, a registered, licensed plumber ("Plumber") to complete the necessary work to repair the malfunctions (the "Work").
- 2. Attached hereto is security in the amount of _____ (\$ _____) which is hereby provided to the Borough to guarantee that the Work will be performed.
- 3. The Work shall be performed as soon as reasonably possible and in no event later than fourteen (14) days from the date written notice is sent from the Borough to the Purchaser(s). The Purchaser(s) agree(s) that they will pay a fine to the Borough of \$100 per day for each day that the work is not completed within said fourteen (14) day period.

Any malfunctions in the sewer or violations of any laws or ordinances including those referenced in Paragraph C and in Paragraph 1 shall be corrected at Purchaser's expense. The Purchaser(s) shall be responsible for any cost overruns relating to the remedial work. If the Plumber or the Purchaser(s) fail(s) to so correct any malfunctions or violations within a reasonable time, the Borough, or such person as the Borough may designate, may enter on the Property and correct the malfunctions or violations at Purchaser's expense. In such an event, the Borough may retain the security listed in Paragraph 2 to offset any expenses it may have. It is hereby agreed and acknowledged that any such defect or violation would constitute a nuisance and a municipal claim, as such term is defined in 53 P.S. §7101 et seq., thereby permitting the Borough to file a municipal claim and lien for any work done to correct any malfunctions or violations.

- 4. Once the Plumber corrects the malfunctions to the reasonable satisfaction of the Borough, the security posted with the Borough pursuant to Paragraph 2 shall be paid to the Plumber unless otherwise directed by the party posting said security. In no circumstances shall said security be refunded to the party posting the security without verification that the Plumber has been paid.
- 5. The Borough generally pays the escrow amount directly to the plumber who has submitted the proposal to correct defect(s) found during the dye testing procedure. (See Paragraph 5 above.) In the event that the actual cost of the work is less than the amount in escrow, the Borough is directed to refund the balance to:

NAME(S)

STREET ADDRESS

CITY, STATE, ZIP

- 6. It is intended that the obligation to repair the malfunctions or violations run with the land, and Purchaser(s) and Seller(s) acknowledge that this obligation binds themselves and their respective heirs and assigns.
- 7. The rights and remedies listed herein are cumulative and in addition to any others available under applicable law.
- 8. This Agreement cannot be changed by any party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER(S)

PURCHASER(S)

BOROUGH OF FOX CHAPEL

By: _____

For Individuals

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF ALLEGHENY :

On the _____ day of _____, _____ before me, personally appeared _____, **(Seller(s))**, to me known (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument who, being by me duly sworn, did depose and say that he/she executed the foregoing Agreement for the purposes therein contained and his/her free act and deed and that his/her statements therein contained are true.

WITNESS my official signature and seal as such Notary Public on the day, month and year first above written.

Notary Public

My Commission Expires:

For Corporations, Partnerships and Trusts

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF ALLEGHENY :

On the _____ day of _____, _____, before me, personally appeared _____, who, being by me duly sworn, did depose and say that he/she is the _____ of _____, **(Purchaser)**, a (corporation/partnership/trust), that he/she as such, being authorized so to do, executed the foregoing Agreement for the purposes therein contained; and that his/her statements therein contained are true.

WITNESS my official signature and seal as such Notary Public on the day, month and year first above written.

Notary Public

My Commission Expires:

For Individuals

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF ALLEGHENY :

On the _____ day of _____, _____, before me, personally appeared _____, **(purchaser(s))** and to me known (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument who, being by me duly sworn, did depose and say that he/she executed the foregoing Agreement for the purposes therein contained and his/her free act and deed and that his/her statements therein contained are true.

WITNESS my official signature and seal as such Notary Public on the day, month and year first above written.

Notary Public

My Commission Expires:

For Corporations, Partnerships and Trusts

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF ALLEGHENY :

On the _____ day of _____, _____, before me, personally appeared _____, who, being by me duly sworn, did depose and say that he/she is the _____ of _____, **(Seller(s))**, a (corporation/partnership/trust), that he/she as such, being authorized so to do, executed the foregoing Agreement for the purposes therein contained; and that his/her statements therein contained are true.

WITNESS my official signature and seal as such Notary Public on the day, month and year first above written.

Notary Public

My Commission Expires:

Borough of Fox Chapel

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF ALLEGHENY :

On the _____ day of _____, _____, before me, a Notary Public, in and for said County and Commonwealth of Pennsylvania, personally appeared _____ who acknowledged himself/herself to be _____ of the Borough of Fox Chapel, a municipality, and that he/she as such officer/manager/secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the municipality by himself/herself as _____.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public

My Commission Expires:
