

MT. LEBANON MUNICIPALITY

SANITARY SEWER SYSTEM INFLOW DYE TESTING

ESCROW AGREEMENT PERTAINING TO INCLEMENT WEATHER

This Agreement is made this _____ day of _____, 20____ among _____ and _____ (Seller(s)), _____ and _____ (Purchaser(s)), and the Municipality of Mt. Lebanon, Allegheny County, Pennsylvania (the "Municipality").

Background

- A. The Municipality has enacted Ordinance No. 3099, which establishes the requirement for evidence of compliance with dye testing of storm water collection systems prior to the sale of Improved Property.
- B. Terms used in this Agreement are as defined in Ordinance No. 3099.
- C. Seller and Purchaser have entered into an Agreement of Sale for the Improved Property located at _____ in the Municipality of Mt. Lebanon.
- D. The required testing and, therefore, obtaining evidence of compliance cannot be done prior to closing on the Improved Property due to inclement weather.
- E. Pursuant to Ordinance No. 3099, Seller has applied for Interim Evidence of Compliance.

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

- 1. Attached hereto is security in the amount of One Thousand Dollars (\$1,000) which is hereby provided to the Municipality by the Seller or Purchaser to guarantee that the Dye Test will be performed.
- 2. The Dye Test shall be performed as soon as reasonably possible, and in no event later than fourteen (14) days from the date written notice to proceed is sent from the Municipality to Seller or Purchaser.
- 3. If Seller or Purchaser fails to conduct the appropriate Dye Test in accordance with Paragraph 2, the Municipality may conduct the test or cause the test to be conducted. In such an event, the Municipality may retain the security provided herewith pursuant to Paragraph 1.
- 4. Any Defects in the stormwater collection system or violations of any laws or ordinances shall be corrected at Purchaser's expense. If the Purchaser fails to so correct any defects or violations within a reasonable time, the Municipality, or such person as the Municipality may designate, may enter on the Improved Property and correct the defects or violations at Purchaser's expense. Seller and Purchaser

hereby grant the Municipality, or such persons as the Municipality may designate, a license to enter upon the Improved Property in order to correct the defects or violations. In such an event, the Municipality may retain the security listed in Paragraph 1 to offset any expenses it may have. The Purchaser shall be responsible for any cost in excess of the security posted hereunder and other cost overruns related to the Dye Testing. 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 Municipality to file a municipal claim and lien for its cost for any work done to correct any Defects or violations.

5. If said testing is performed within a reasonable time and no defects are disclosed to the reasonable satisfaction of the Municipality, then the security posted in accordance with Paragraph 1 shall be returned to the party posting said security.
6. It is intended that the obligation to repair the Defects or violations runs with the land, and Purchaser and Seller 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 amended by any party without a written amendment signed by all parties.**

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

WITNESS:

SELLER(S)

WITNESS:

PURCHASER(S)

ATTEST:

MUNICIPALITY OF MT. LEBANON

By: _____