

MT. LEBANON MUNICIPALITY
SANITARY SEWER SYSTEM INFLOW DYE TESTING
ESCROW AGREEMENT PERTAINING TO DEFECTS

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 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 has disclosed an Illegal Surface Stormwater Connection and/or a Blocked Drain, (the "Defects") more particularly described as follows:

- E. The necessary remedial activities to correct said defects will require a length of time that creates a practical hardship for Seller and Purchaser.
- 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 a proposal from _____, a registered, licensed plumber (the "Plumber") to complete the necessary work to repair the Defects (the "Work").
- 2. Attached hereto is security in the amount of _____ (\$ _____) which is hereby provided to the Municipality by the Seller or Purchaser 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 to proceed is sent from the Municipality to Seller or Purchaser.

4. Any Defects in the stormwater collection system or violations of any laws or ordinances including those mentioned in Paragraph C and Paragraph 1 shall be corrected at Purchaser's expense. The Purchaser shall be responsible for any cost in excess of the security posted hereunder and other overruns relating to the remedial work. If the Plumber or 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 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 Municipality to file a municipal claim and lien for its costs for any work done to correct any Defects or violations.

5. After the Plumber corrects the defects to the reasonable satisfaction of the Municipality, the security posted with the Municipality 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.

6. The Municipality generally pays the escrow amount to the Plumber who has submitted the proposal to correct Defect(s) found during the Dye Testing procedure. (See Paragraph 5 above). However, there have been cases where extra monies needed to be returned to the person posting said security. Please provide a forwarding address for the person(s) responsible for posting said security:

7. 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.

8. The rights and remedies listed herein are cumulative and in addition to any others available under applicable law.

9. **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: _____