

TEMPORARY DOCUMENT OF CERTIFICATION

[If Defects Revealed and Remedial Work/Replacement Delayed]

This Agreement is made this _____ day of _____, _____,
between _____ and _____ (Seller(s)),
_____ and _____ (Purchaser(s)),
and the Municipal Authority of the Township of South Fayette, Allegheny County, Pennsylvania
(Authority).

WITNESSETH

WHEREAS, the Authority has authorized and approved Rules and Regulations, which establish the requirement for certification of sanitary sewer status prior to the sale of real estate.

WHEREAS, Seller and Purchaser have entered into an Agreement of Sale for the property located at _____ in the Township of South Fayette (the "Property")

WHEREAS, The required testing has disclosed an illegal storm or surface water connection or malfunctioning drainage and/or sewage system, more particularly described as follows:

WHEREAS, The necessary remedial activities to correct said defects will require a length of time beyond the real estate closing, creating a practical hardship for Seller and Purchaser.

WHEREAS, Pursuant to the Authority's Rules and Regulations, Seller and Purchaser have applied for a Temporary Document of Certification.

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

1. That attached hereto is a proposal from _____, a registered, licensed plumber ("Plumber") to complete the necessary work

to repair the defects (the "Work").

2. That the Seller and Purchaser, in exchange for grant of temporary certification, agree to post an amount equal to the plumber-estimate covering the subject work into escrow at closing for the benefit of the Authority to guarantee that the subject work will be performed.
3. That the Work shall be performed in an time frame pursuant to the Authority's rules and regulations, (typically within thirty (30) days) but in no event greater than six (6) months from the date of execution of this Agreement as may be approved by the Authority. Should the Seller and Purchaser fail to comply with this Agreement, they will be subject to the enforcement and penalty sections of the Authority rules and regulations.
4. That the work performed as contemplated by this Agreement shall be in conformity to the standards accepted by the Authority.
5. That any defects in the sewer or violations of any laws, ordinances and/or regulations, including those referenced in this document shall be corrected at Seller and Purchaser's expense. Further, the Seller and Purchaser shall be responsible for any cost overruns relating to the remedial/replacement work. Should the Seller and Purchaser fail to correct the subject sewer lateral deficiencies and/or make necessary replacement for any reason, all escrowed money shall be immediately released to the Authority and the Authority may:

Enter the subject property and make the necessary repairs and/or replacements of sewer line itself. In the event the Authority performs the necessary testing and/or work, the Seller and Purchaser shall be responsible for any cost overruns (exceeding escrowed amount) relating to testing, the actual remedial work completed and/or the cost of the replacement work performed by or at the direction of the Authority. In any event, Seller and Purchaser agree that all costs reasonably incurred by the Authority, which exceed the escrowed amount, may be liened against the subject property.

Or, to the extent that the Seller and Purchaser have refused and/or failed to complete the testing and/or remedial/replacement work within the time given in the Authority's notice, the Seller and Purchaser hereby agree that the Authority may choose not to make the repairs and/or replacement, but may file of record, a lien against the subject real property in an amount not to exceed the reasonable cost of testing, repairs and/or replacement of the subject line less withheld escrow amount. Further, 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 Authority to file a municipal

claim and lien for any work done to correct any defects or violations.

It is intended that the obligations to test and/or repair the defects or violations run with the land, and Seller and Purchaser acknowledge that this obligation binds themselves and their respective heirs and assigns.

6. That once the Plumber corrects the defects to the reasonable satisfaction of the Authority and the Allegheny County Health Department, the security posted for the benefit of the Authority pursuant to this Agreement 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.
7. Please provide a forwarding address for the person(s) responsible for posting said security.

8. That the rights and remedies listed herein are cumulative and in addition to any others available under applicable Pennsylvania law.
9. That this Agreement cannot be changed by any party.
10. That should the parties have executed a companion document with the Authority entitled "TEMPORARY DOCUMENT OF CERTIFICATION/ Sewer Lateral Escrow Agreement Regarding Inclement Weather Preventing Testing", same is not intended to replace or supersede any of the terms of this Agreement.

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

SELLER(S)

PURCHASER(S)

MUNICIPAL AUTHORITY OF THE
TOWNSHIP OF SOUTH FAYETTE

SEAL:

By: _____

For Individuals

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ALLEGHENY :

On the _____ day of _____, _____, before me, personally appeared _____ and _____ (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 _____, 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:
