



THE BOROUGH OF BRENTWOOD
MUNICIPAL BUILDING – 3624 BROWNSVILLE ROAD
PITTSBURGH, PA 15227-3199
Office 412-884-1500 – FAX 412-884-1911
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**TEMPORARY CERTIFICATION OF SEWER LATERAL COMPLIANCE
ESCROW AGREEMENT**

This Agreement is made this _____ day of _____, _____, between
_____, hereinafter known as “Seller(s)”, and
_____, hereinafter known as “Purchaser(s)”,
and the Borough of Brentwood, hereinafter known as “the Borough.”

WHEREAS, Chapter 167 of the Borough Code requires that, prior to the conveyance of any property located in the Borough, a video inspection of the sewer lateral be submitted to the Borough; and

WHEREAS, Seller and Purchaser have entered into an agreement for the transfer of real property at _____, which is located within the boundaries of the Borough; and

WHEREAS, upon review of the video inspection, the sewer lateral was noted to contain structural defects; and

WHEREAS, remediation of the aforementioned defects cannot be completed prior to the scheduled date of conveyance of the property; and

WHEREAS, pursuant to Chapter 167, Seller and Purchaser have applied for a Temporary Certification of Sewer Lateral Compliance.

NOW THEREFORE, the parties hereto agree as follows:

1. An agreement has been signed with _____, a master plumber authorized to work in the County of Allegheny, and a proposal from said plumber is attached hereto.
2. Pursuant to said proposal, security in the amount of \$ _____ has been provided to the Borough in the form of a cashier’s or certified check to guarantee that defects to the sewer lateral will be remediated.
3. The sewer lateral defects shall be remediated within twenty-one (21) days of the date of conveyance of the property. Should the severity of the defects be such that remediation cannot be completed within the twenty-one (21) day period, the Seller and Purchaser may apply in writing for an extension, which request shall not be unreasonably withheld.

4. Seller and/or Purchaser shall be responsible for compensating the selected plumber for the full cost of remediation, including any and all cost overruns.
5. Upon remediation of the sewer lateral defects, the plumber shall complete a video inspection of the sewer lateral and furnish a copy of said inspection to the Borough in DVD format.
6. Should the Seller and Purchaser fail to remediate the sewer lateral defects and submit the video inspection to the Borough within the aforementioned twenty-one (21) day period, the security shall be forfeited to the Borough. The Purchaser agrees that, at such time, the Borough, or any such representative the Borough may designate, may enter the property and remediate such defects. Any and all cost overruns associated with remediation by the Borough shall be the responsibility of the Purchaser. Should the Purchaser fail to satisfy said cost overruns, the Purchaser acknowledges that the Borough shall file a municipal claim against the subject property.
7. If, upon review of the video inspection of the subject property, the Borough determines that the defects have been successfully remediated, the Borough shall refund the security

to the issuing party at the following address: _____

_____. However, should remediation require excavation of a public street, the Borough shall maintain the security until said street is repaired to the standards outlined under Borough Code Chapter 180 and is inspected in accordance with the same.

8. The obligation to remediate sewer lateral defects runs with the land. Seller and Purchaser acknowledge that such obligation binds signatories to this Agreement, as well as all heirs or assigns.
9. The rights and remedies listed herein are cumulative and in addition to any others available under applicable Pennsylvania law.
10. This Agreement cannot be changed by any party.

THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE WRITTEN ABOVE.

SELLER(S):

PURCHASER(S):

BOROUGH OF BRENTWOOD:
