

**SEWER LATERAL ESCROW AGREEMENT
PERTAINING TO COVID-19**

This Agreement is made this _____ day of _____, _____, between _____ and _____ **(Seller(s))**, _____ and _____ **(Buyer(s))**, and the Township of O'Hara, Allegheny County, Pennsylvania (Township).

BACKGROUND

- A. The Township has enacted Ordinance 1299, which establishes the requirement for certification of sanitary sewer status prior to the sale of real estate.
- B. Seller and Buyer have entered into an Agreement of Sale for the property located at _____ in the Township of O'Hara (the "Property").
- C. The required testing and, therefore, certification cannot be done prior to closing on the Property due to COVID-19.
- D. Pursuant to Ordinance 1299, Seller has applied for a Temporary Document of Certification.

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 Township by _____ (Seller or Buyer) to guarantee that the appropriate sewer test will be performed.
- 2. The appropriate sewer test 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 Township to Seller or Buyer.
- 3. If Seller or Buyer fails to conduct the appropriate sewer test in accordance with Paragraph 2, the Township may conduct the test or cause the test to be conducted. In such an event, the Township may retain the security provided herewith pursuant to Paragraph 1.
- 4. Any defects in the sewer or violations of any laws or ordinances shall be corrected at Buyer's expense. If the Buyer fails to so correct any defects or violations within a reasonable time, the Township, or such person as the Township may designate, may enter on the Property and correct the defects or violations at Buyer's expense. In such event, the Township may retain the security posted in accordance with Paragraph 1. 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 Township to file a municipal claim and lien 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 Township, 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 run with the land, and Buyer 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 changed by any party.**

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

SELLER(S)

Address

City, State, Zip

BUYER(S)

Address

City, State, Zip

TOWNSHIP OF O'HARA

By: _____