



# **ROSTRAVER TOWNSHIP SEWAGE AUTHORITY**

1744 Rostraver Road, Rostraver Township, PA 15012 (724) 930-7667, FAX (724) 930-9401  
(An Equal Opportunity Employer and Provider)

## **TEMPORARY DOCUMENT OF CERTIFICATION**

### **Sanitary Sewer Line Testing and/or Defects Revealed and Remedial Work/Replacement Delayed**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between  
\_\_\_\_\_ and \_\_\_\_\_ (Seller(s)), and the  
\_\_\_\_\_ and \_\_\_\_\_ (Purchaser(s)), and the Rostraver  
Township Sanitary Authority, Westmoreland 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 any real estate;

**WHEREAS**, Seller and Purchaser have entered into an Agreement of Sale for the property located at \_\_\_\_\_, in Rostraver Township (Property);

**WHEREAS**, the required testing and certification mandated by the Authority at the time of sale of a property (dye testing and/or CCTV testing) cannot be completed at the time of the scheduled real estate closing, due to circumstances beyond commercially reasonable control, determined and agreed upon by Seller, Purchaser and Authority;

**WHEREAS**, the necessary testing and/or remedial activities to correct any defects, if found, 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, to be considered at the discretion of the Authority.

**NOW THEREFORE**, the parties hereto, agree to the following:

1. That the Seller and Purchaser, in exchange for grant of temporary certification, agree to deposit at the time this Agreement is entered, Ten Thousand (\$10,000.00) Dollars in escrow to be provided to the Authority through the closing agent, to cover potential costs for any repairs/replacement and to guarantee that the subject work will be performed.

2. That the testing and any subject work as contemplated by this Agreement shall be in conformity to the standards accepted 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.
3. The Authority will complete the required testing, within thirty (30) days from the date of this Agreement or sooner, notification of testing time and results will be provided to Purchaser and Seller. Any and all defects in the sewer or violations of any laws, ordinances and/or regulations, shall be corrected at Seller and Purchaser's expense, within 30 days of notice being provided of the existing defects or violations, or time otherwise agreed to by the Authority. Further, the Seller and Purchaser shall be responsible for any cost overruns relating to the remedial/replacement work, should any be necessary. Should the Seller and Purchaser fail to correct the subject sewer lateral deficiencies and/or make necessary replacement for any reason within the required time period, all escrowed monies shall immediately be released to the Authority and the Authority may, in their discretion:

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) related to testing, actual remedial work completed and/or the cost of the replacement work performed by or at the direction of the Authority. In the event the Seller and Purchaser fail to all costs reasonably incurred by the Authority which exceed the escrowed amount, such amount may be liened against the subject property.

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

Also, 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 any defects or violations run with the land, and the Seller and Purchaser acknowledge that this obligation binds themselves and their respective assigns and assigns.

4. Once work has been completed with reasonable satisfaction of the Authority (if necessary), pursuant to this Agreement, all monies due to the plumber/contractor shall be paid to the plumber/contractor unless otherwise directed by the Authority. In no circumstances shall said security be refunded to the party posting the security without verification that the Plumber/Contractor has been paid in full.

5. Please provide the forwarding address for the person(s) responsible for posting security:

---

---

6. That the rights and remedies listed herein are cumulative and in addition to any others available to the Authority under applicable Pennsylvania law.

IN WITNESS THEREOF, the parties, intending to be legally bound, have executed this Agreement as of the date first written above.

SELLER(S)

---

---

PURCHASER(S)

---

---

ROSTRAVER TOWNSHIP SEWAGE AUTHORITY

---