

**Plum Borough Municipal Authority**

**4555 New Texas Road  
Pittsburgh, Pa. 15239  
Phone (412)793-7331 \* Fax (412)798-9186**

**FAILED DYE TEST AGREEMENT**

This Agreement is made \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between  
\_\_\_\_\_ (“Seller”), \_\_\_\_\_ (“Purchaser”), and  
the Plum Borough Municipal Authority, Allegheny County, Pennsylvania (“Authority”).

**BACKGROUND**

- A. The Authority has enacted Resolution 2013-08, amending Resolution 93-84 and 93-93, which establishes the requirement for certification of sanitary sewer status prior to the sale of real estate.
- B. Seller and Purchaser have entered into an agreement of sale for the property located at \_\_\_\_\_ in the Borough of Plum (the “Property”).
- C. The required testing has disclosed an illegal storm or surface water connection or malfunctioning drainage system, more particularly described as follows:  
\_\_\_\_\_
- D. 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 Resolution 2013-08, 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 a true and correct executed contract between Seller and \_\_\_\_\_, a registered, licensed plumber (“Plumber”) to complete the necessary work to repair the defects (the “Work”). The Authority is listed as third party beneficiary of the contract. Should an executed contract be unable to be obtained, the minimum amount required for escrow is Five Thousand Dollars (\$5,000.00).
- 2. Attached hereto is security in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) which is hereby provided to the Authority 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 is sent from the Authority to Seller or Purchaser.
4. Any defects in the sewer or violations of any laws, regulations, resolutions, or ordinances including those mentioned in paragraph C and in paragraph 1 shall be corrected at Seller's expense. The Purchaser shall be responsible for any cost 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 Authority, or such person as the Authority may designate, may enter on the Property and correct the defects or violations at Purchaser's expense. In such an event, the Authority may retain the security listed in paragraph 2 to offset any expenses that any such defect or violation would constitute a nuisance or a municipal claim, as such term is defined in 53 P.S. Section 7101 et seq., thereby permitting the Authority to file a municipal claim and lien for any work done to correct any defects or violations.
5. If the Plumber corrects the defects within a reasonable time to the reasonable satisfaction of the Authority, the security posted with the Authority pursuant to paragraph 2 shall be returned to the party posting said security. At the posting party's direction, the security deposit may be used to pay the plumber for said repairs. In the event the posting party pays the plumber directly, the Authority will return the security to the posting party, provided the Authority receives a copy of the plumber's paid invoice.
6. It is intended that the obligation to repair the defects or violations run with the land, and the Purchaser 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.

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

SELLER (S)

\_\_\_\_\_  
\_\_\_\_\_

PURCHASER (S)

\_\_\_\_\_  
\_\_\_\_\_

PLUM BOROUGH MUNICIPAL AUTHORITY

By: \_\_\_\_\_

**For Individuals**

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF

:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, personally appeared \_\_\_\_\_, to me known (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument who, and being by me duly sworn, did depose and say that he/she executed the foregoing Agreement for the purposes therein contained as 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

:

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 is 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:

\_\_\_\_\_