

BOROUGH OF WESTMONT

1000 LUZERNE STREET • JOHNSTOWN, PA 15905-2508
TELEPHONE: (814) 255-3865 • FAX (814) 255-9580 • WEBSITE: westmontborough.com

TIME EXTENSION AGREEMENT

For

SANITARY SEWER COMPLIANCE

Commercial Property

The subject property is located at: _____ . Johnstown, PA 15905.
(Street Address)

Westmont Borough, Cambria County, PA

(a): The Undersigned has a sale or financing pending, but is unable to bring the Property into compliance for the following reason(s) and is subject to the Rules and Regulations of Westmont Borough (a copy of which is attached hereto) which require a passing pressure test or passing CCTV inspection, or passing flow metering, as evidenced by a Borough Certificate Of Compliance prior to the closing of any transfer in interest or refinancing of any Property serviced within the Borough's sewer system:

[REV 12/13/16]

(b): The Undersigned acknowledges receipt of a thirty (30) day notice of the five (5) months required to bring the subject Property serviced by the Borough into passing pressure testing or passing CCTV inspection or passing flow metering compliance, in conjunction with the Borough's Sewer System Rehabilitation Project, but is unable to bring the Property into compliance within the time required for the following reason(s):

[REV. 12/13/16]

Check One:

a. _____. The Undersigned shall perform a passing pressure test as supervised by the Borough's representative, or shall engage a Borough approved and NASSCO certified engineer or technician for a passing CCTV inspection from the viewport to a clean-out no more than five (5) feet from the outside wall of the property, no later than sixty (60) days from the Borough's grant of extension of this Agreement. If no such clean-out or viewport exists on the property, it is the Undersigned's responsibility to have the clean-out or viewport installed. The Undersigned further understands and agrees that all fees, labor and materials necessary for compliance shall be at the sole cost and expense of the Undersigned. The Undersigned also guarantees to comply with pressure testing or satisfactory CCTV inspection requirements from the clean-out to the Building Drain within twelve (12) months of the Borough's grant to extend compliance time.

OR

b. _____. The Undersigned, within sixty (60) days from the Borough's grant of extension, shall install, at its sole cost and expense, a dedicated manhole or manholes to Borough specifications sufficient enough, in the sole discretion of the Borough, to observe all of the sewage flows from the subject non-residential building, buildings or complex. The Undersigned further agrees to install, at its expense, a flow meter or meters, to Borough specifications, in order for the Borough Representative to have access thereto to monitor actual sewage discharge in excess of the Undersigned's facility water consumption. The Borough will report meter readings to the Undersigned monthly. The Undersigned agrees to provide the Borough with proof of a bona-fide contract which guarantees that the Contractor or the Undersigned shall perform all work necessary to bring the Property into water-tight compliance and shall submit to the Borough proof that the funds necessary to perform all corrective action required have been escrowed or are otherwise available. The Undersigned further understands and agrees that all inspection fees—engineering and meter monitoring—labor and materials for compliance, shall be at the sole cost and expense of the Undersigned. The Undersigned further guarantees to comply with the Borough Rules and Regulations within twelve (12) months of the Borough's grant to extend compliance time.

The Undersigned, being the Owner/Transferor, Buyer/Transferee and/or Mortgagor, hereby acknowledges the validity of Westmont Borough Rules and Regulations and intends to comply fully with the requirements thereof in a timely manner, in consideration of an Extension of the deadline for said Compliance. The Undersigned further understands and acknowledges that as a precondition for an extension, the Undersigned understands that in the case where complying with said Regulation would cause an undue hardship, the Borough may grant, in its sole discretion on a case-by-case basis, a limited extension of time within which to comply. The Undersigned must comply with the terms of this Extension Agreement, provide proof of a bona-fide contract which guarantees that the contractor or the Undersigned shall perform the work required to bring the property into compliance and shall submit proof that one hundred ten percent (110%) of the funds necessary to accomplish the same have been escrowed or are otherwise guaranteed to be available and, if applicable, provide proof of real estate sales agreement which contains provisions identifying the parties' obligations concerning Sanitary Sewer Compliance.

[REV. 11/14/16]

The Undersigned shall perform a passing pressure test as supervised by a representative of the Borough, or shall engage a Borough approved and NASSCO certified engineer or technician for a passing CCTV inspection, or engage a Borough Engineer or representative for flow metering no later than (Date) ____/____/____

[REV. 12/13/16]

Owner/ Transferor:

Buyer / Transferee/Mortgagor:

(Print)

(Print)

(Signature)

(Signature)

____/____/____
(Date)

____/____/____
(Date)

____/____/____
(Date)

____/____/____
(Date)

(Phone)

(Phone)

Westmont Borough:

Authorizing Agent: _____
(Print)

(Signature)

____/____/____
(Date)

****Please Note: Westmont Borough**

Rules and Regulations provide that water service may be terminated if a passing CCTV inspection or a passing sewer pressure test or passing flow monitoring is not completed by the Extension date and that non-Compliance may result in Summary prosecution.

[REV. 12/13/16]