

LATERAL REPLACEMENT AGREEMENT

This Agreement is made and entered into between Sellersville Borough ("Borough") with a mailing address of 140 East Church Street, Sellersville, PA 18960 and _____ ("Owner") with a mailing address of _____.

BACKGROUND

Whereas, Owner owns real property located at _____, Tax Parcel No. _____ within the Borough's conveyance area ("Owner's Property");

Whereas, the Borough has determined that the sewer main located within Lawn Avenue must be replaced ("Lawn Avenue Project");

Whereas, the Borough has entered into an Agreement with Pact One, LLC ("Contractor") for the Lawn Avenue Project;

Whereas, as Contractor is completing the Lawn Avenue Project it may be necessary, if the private sanitary sewer lateral on Owner's Property fails, to replace the private sanitary sewer lateral ("Private Lateral") or a portion thereof, in order to reconnect the lateral to the sewer main;

Whereas, Owner agrees to pay the costs for the replacement of the Private Lateral ("Costs");

Whereas, in order to assist Owner in the payment of the Costs, Borough is offering several payment options including payment of the costs in full, a payment plan with the Borough or through the imposition of a Lien against Owner's Property.

TERMS

1. The Background section of this Agreement is incorporated herein as if set forth in full.

2. Owner warrants and represents that: (a) the Owner is the lawful owner of the real property; (b) the Owner has the right, title and authority to authorize entry onto Owner's Property; and (c) there are no outstanding rights which interfere with this Agreement.

3. Owner agrees to allow Borough and its Contractor access to the Owner's Property to complete the replacement of the Private Lateral and to perform all necessary work and inspection activities in connection with installation of the Private Lateral. Owner shall notify the Borough and Contractor of all known safety hazards and private utility lines on the Owner's Property.

4. If the Contractor determines that the Property Owner's Private Lateral is failing, Borough will provide notice to Property Owner. If Owner elects to have the Contractor replace only a portion of the Private Lateral, Owner understands and agrees that they are responsible for

the condition of the portion of the Private Lateral that is not replaced and will be responsible for repairing and/or replacing that portion of the Private Lateral if needed.

5. If Contractor is required to dig up or otherwise disturb Owner's Property, Contractor will restore the Owner's Property to an equivalent grade and will place grass seed over the affected area. Property Owner will be responsible for the following: replacement of any desired landscaping; any future filling if the affected area settles; reseeding if the seed provided by the Contractor does not take root or is washed away; and watering, weeding and trimming of the restored lawn.

6. Property Owner shall be responsible for future maintenance of the Private Lateral from the cleanout to the house on the Owner's Property. The Borough makes no warranties of any type with respect to the Private Lateral installation and restoration work contemplated by this Agreement and the Borough specifically disclaims any implied warranties including, but not limited to, workmanship, fitness for a specified purpose, and merchantability.

7. The cost for the Private Lateral work is \$125.00 per lineal foot. The Property Owner will be notified by the Contractor of the lineal feet of Private Lateral that needs to be replaced on Owner's Property. Borough shall be responsible for paying the Contractor for the Costs on behalf of the Property Owner and the Property Owner shall be responsible for reimbursing the Borough for the Costs. Property Owner shall have the following three options for reimbursement: (1) payment of the Costs in full upon receipt of an invoice from the Borough; (2) payment of the Costs through an agreed upon payment plan with the Borough; or (3) the placement of a lien against the Owner's Property which would be required to be repaid prior to sale or refinance of the Owner's Property.

Please select your payment option:

_____ Pay in Full _____ Payment Plan _____ Lien

8. Property Owner hereby agrees to indemnify, defend and hold harmless Borough and Contractor against any and all claims related to the Lawn Avenue Project and the Private Lateral replacement except to the extent that the Contractor acts with gross negligence.

9. Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States mail, postage prepaid, as follows:

Sellersville Borough

Property Owner

140 East Church Street

Sellersville, PA 18960

10. This Agreement shall be binding on the parties, their assigns and successors. This Agreement constitutes the entire agreement between the parties and supersedes any previous negotiations. This Agreement shall not be modified except in writing signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the dates written below.

Sellersville Borough

Property Owner(s)

By: _____
Borough Manager

Received:

--