



Public Works
General Engineering

PW Engineering Approval Date: _____

Approved By: _____

Agreement Expiration Date: _____

Owner must obtain PSL Certificate by expiration date.

Failure to comply may result in citation after

Agreement for Time Extension expires.

AGREEMENT FOR TIME EXTENSION TO OBTAIN A SEWER LATERAL CERTIFICATE

Attention: Complete application and attached documents. Signatures of Buyer, Seller and Escrow Agent required for \$4,500 bond along with deposit form and check issued by Title Company. If using plumbing contract option Buyer and Plumber must sign contract.

INCOMPLETE DOCUMENTS WILL BE RETURNED UNPROCESSED TO OWNER OR TITLE COMPANY

From the date of **Recordation of the Transfer Document**, the **BUYER shall have 6 MONTHS** to: (1) complete all necessary Private Sewer Lateral Repairs and/or Replacement work as detailed in Berkeley Municipal Code (BMC) Chapter 17.24; and (2) obtain a Private Sewer Lateral (PSL) Certificate. Failure to obtain a PSL Certificate within 6 months of the date of recordation constitutes a public nuisance and a violation of the BMC subject to enforcement under BMC Chapters 1.20, 1.24, 1.26, and/or 1.28.

By signing below, the undersigned parties: (a) authorize the City or its agent to enter on the property and complete any Verification Testing and/or repairs the City Engineer deems appropriate if the Private Sewer lateral does not pass a Verification Test within 6 months after close of escrow; (b) agree to hold the City harmless for any damage that may occur as a result of undertaking and completing any Verification Testing and/or repairs; (c) authorize any funds deposited with the City as a sewer lateral deposit be forfeited and transferred to the City upon commencement of the Verification Testing and/or repair by the City or its agent; (d) agree that any cost of Verification Testing and/or repair that is not covered by a forfeited deposit shall be billed to the current owner of the property and, in the event of nonpayment, shall become a lien on the property and may be imposed pursuant to Chapter 1.24; and (e) waive any rights under state or local law to appeal the amount or imposition of a lien under Chapter 1.24 or other applicable authority. The City will refund of any forfeited amount that is not required to complete the Verification Testing and/or repair.

DEPOSIT OF \$4,500 HAS BEEN PAID TO THE CITY: ATTACHED FULLY EXECUTED SEWER LATERAL EXTENSION DEPOSIT FORM WITH CHECK FROM TITLE COMPANY. ALL SIGNATURES REQUIRED.

A CONTRACT WITH A LICENSED PLUMBING CONTRACTOR HAS BEEN EXECUTED SIGNED BY BOTH BUYER AND PLUMBER TO COMPLETE ALL REPAIRS AND VERIFICATION TESTING NEEDED TO COMPLY WITH BMC SECTION 17.24 (ATTACHED COPY OF SIGNED CONTRACT). REQUIRES APPROVAL BY PUBLIC WORKS ENGINEERING.

Assessor's Parcel #(s) _____ - _____ - _____		
PROPERTY Address _____		
MAILING Address: _____		
MAILING City: _____	State: _____	Zip: _____
Phone Number: _____		

SELLER: Signature _____	Print Name _____	Date _____
BUYER: Signature _____	Print Name _____	Date _____
Signature (Escrow Agent, if any) _____		Date _____
Escrow Agent Phone # _____		

Name of Title Company _____	Address _____
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