COVID-19

EMERGENCY TEMPORARY PERMIT ACTION-CITY OF COATESVILLE

March ____, 2020

City of Coatesville
One City Hall Place
Coatesville, PA 19320
Attn.: Michael Trio, City Manager

Re: _____________________________, Coatesville, PA
(Property)

Dear Mr. Trio:

This letter is to acknowledge and agree that the City Codes Department must inspect a Property Transfer (U&O) prior to it being occupied or re-occupied. As a result of the threats posed by the Coronavirus (COVID-19) outbreak, the Property cannot be inspected prior to its occupancy; however, pursuant to the emergency authority granted under the March 16, 2020, Declaration of Emergency by the City of Coatesville and Ordinance ratifying that Declaration, the City will temporarily permit the occupancy of the Property under the terms and conditions of this letter.

By signing this letter, the below identified property owner (“Owner”) and tenant (“Tenant”), if any, of the Property acknowledge and agree that:

1. The Property must be inspected by the City Codes Department or designated Professional Inspection Co. prior to it being occupied or re-occupied;

2. The Property has not been inspected by the City Codes Department;

3. The Property will be inspected by the City Codes Department within a reasonable period time after the City Codes Department resumes normal operations;

4. In the event that the Owner fails to correct any deficiencies or violations disclosed by the inspection of the Property by the City Codes Department (subject to Owner’s right to appeal to the Board of Housing Appeals), Tenant, if any, or the Owner if Owner occupied, may be required to vacate the Property; and
5. The Owner and Tenant, if any, shall jointly, severally and individually defend, indemnify, protect and hold harmless the City and its officers, employees, agents, and contractors from any and all claims, demands, costs (including but not limited to attorneys’ fees, consultant’s fees and expert’s fees), expenses, damages, losses and causes of action for damages because of injury to persons (including death) and injury or damage to or loss of any property or improvements, which may arise as a result of the inability to inspect the Property.

Owner further agrees that Owner shall: (a) schedule an inspection of the Property within thirty (30) days after the City Codes Department resumes normal operations; and (b) correct any deficiencies or violations disclosed by the inspection of the Property by the City Codes Department (subject to Owner’s right to appeal to the Board of Housing Appeals).

Property Owner:

______________________________
Name: _________________________

______________________________
Name: _________________________

______________________________
Name: _________________________

Tenant (if none, so indicate):

______________________________
Name: _________________________

Acknowledged By:

Acknowledged by: __________________________, City of Coatesville
Date: ____________________________