

MONROEVILLE MUNICIPAL AUTHORITY

RESOLUTION NO. 348

MUNICIPALITY OF MONROEVILLE

ORDINANCE NO.2248

A RESOLUTION OF THE MONROEVILLE MUNICIPAL AUTHORITY, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING RESOLUTIONS 276 AND 277 REQUIREMENTS FOR CERTIFICATION OF SANITARY SEWER STATUS PRIOR TO THE SALE OF REAL ESTATE WITHIN THE MUNICIPALITY OF MONROEVILLE, AND, AS A CONDITION FOR THE ISSUANCE OF MUNICIPAL LIEN LETTERS AND PROPERTY TAX VERIFICATION LETTERS.

WHEREAS, the Municipality of Monroeville and the Monroeville Municipal Authority is desirous of eliminating storm and surface waters from entering into the sanitary sewer system of the Monroeville Municipal Authority and;

WHEREAS, the Municipality of Monroeville and the Monroeville Municipal Authority are desirous of establishing certain procedures for the issuance of municipal lien and property tax certifications.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Monroeville Council of the Municipality of Monroeville and Board of the Monroeville Municipal Authority, Allegheny County, Pennsylvania, and it is hereby ordained by and with the authority of the same:

SECTION 1: GENERAL

After the effective date of this Ordinance, it shall be unlawful for any person to sell real estate within the Municipal of Monroeville on which a building or improvement exists, without first delivering unto the purchaser a Document of Certification or Temporary Document of Certification from the proper officers of the Monroeville Municipal Authority.

SECTION 2: DEFINITIONS

1. Person: Any person, syndicate, associate, partnership, firm, corporation, institution, agency, Authority, or other entity recognized by law as the subject of rights and duties.

2. Municipal Lien and Property Tax Verification Letter: A written letter from the proper official of the Municipality of Monroeville or Monroeville

Municipal Authority concerning municipal liens and property taxes.

3. Document of Certification: An official statement from the proper officer of the Monroeville Municipal Authority stating that there are no known illegal storm or surface water connections into the sanitary sewer on the specific property which is being sold.

4. Temporary Document of Certification: A temporary statement of certification from the proper officer of the Monroeville Municipal Authority, issued pursuant to the terms of Section IV of this Ordinance, and Resolution.

5. Illegal Storm or Surface Water Connections: Includes but is not limited to the discharge of ground or surface water or the connection of down spouts, roof drainage, surface areaway drainage, or foundation or basement drainage into the sanitary sewer system.

SECTION 3--DOCUMENT OF CERTIFICATION APPLICATION

Any person selling real estate located within the Municipality of Monroeville (hereinafter "APPLICANT") shall make application on a form furnished by the Monroeville Municipal Authority at least thirty (30) days before the date of sale. The AUTHORITY shall perform, at is deems necessary, the following tests:

1. Dye-testing at each downspout and area drain.
2. Dye-testing foundation drains by flooding or injection.
3. Smoke-testing public sewer and sewer lateral to the house trap.
4. Smoke-testing building drain on house side of trap.
5. Air-testing lateral.
6. Hydrostatic testing lateral.
7. Televising of main sewer and/or lateral sewer during periods of saturated ground and/or precipitation.
8. All testing shall be on a pass-fail basis with the Authority having the right to reject any tests or test results which it feels are inconclusive or inaccurate.

In the event that there are no illegal storm or surface water connections and the existing drainage system is sound, the Monroeville Municipal Authority Inspector or his designate shall issue a Document of Certification upon the payment of any established fee. When an illegal storm or surface water connection or malfunctioning drainage system is discovered by the means of the above-mentioned testing, no Document of Certification will be issued until the illegal connections/malfunctioning drainage system are removed/repared, the system retested and certification of such removal/repair by a registered, licensed plumber is received.

SECTION 4--TEMPORARY DOCUMENT OF CERTIFICATION

A Temporary Document of Certification may be issued at the Authority's sole discretion when either:

1. The APPLICANT proves that such testing cannot be performed because of weather conditions, and when such is the case, the APPLICANT shall provide the Authority with security in the amount of Three Thousand Dollars (\$3,000.00) to guarantee that the appropriate test will be performed. The AUTHORITY will cause to have performed the appropriate test within the fourteen (14) days of subsequent written notification to the APPLICANT, which will be given at such time as weather conditions make such testing possible. In addition, the APPLICANT shall provide a signed written acknowledgment from the purchaser of the real estate, agreeing to correct, at the said purchaser's sole expense, any violations/defects that may be discovered as the result of subsequent tests. Nothing in this subsection shall prohibit any purchaser from requiring the APPLICANT to reimburse the purchaser for any costs incurred; PROVIDED, NEVERTHELESS, that primary liability shall run with the land and no such agreement shall affect the Municipality of Authority's enforcement powers or excuse the current owner from performance.

2. When an illegal storm or surface water connection or malfunctioning drainage system has been discovered and the necessary remedial activities to correct such connection would require a length of time such as to create a practical hardship for the APPLICANT, the APPLICANT may apply to the Authority Manager for a Temporary Document of Certification which may only be issued when the Applicant provides the Authority with all of the following:

1. A bona fide executed contract between the APPLICANT and a registered, licensed plumber to complete the necessary remedial work with the Authority listed therein as a third party beneficiary;

2. Cash Security in the amount of said contract as posted with the Authority and,

3. An agreement by the purchaser to be responsible for all cost overruns related to the remedial work, together with a license to the Authority to enter upon the property to complete work in case of default by the contractor. The Authority Manager shall determine, when such Temporary Document of Certification shall expire, at which time the security shall be forfeited, and the Authority may use the security to have the necessary remedial work completed.

SECTION 5

The Authority Manager is hereby authorized, empowered and directed to make reasonable rules and regulations for the operation and enforcement of this Ordinance and Resolution as he deems necessary, which shall include, but not be limited to:

1. Establishing acceptable forms of security or guarantees;
2. Acceptable testing methods;
3. Establishing the forms of applications, purchaser acknowledgments and plumber certifications;
4. Limiting the times of year in which Temporary Documents of Certification are available for reasons of weather.

All rules and regulations issued pursuant to this Section shall be in writing and be approved by the Monroeville Municipal Authority Board prior to such rules and regulations being effective.

SECTION 6

Nothing in this Ordinance and Resolution shall limit, in any fashion whatsoever, the Municipality's right or the Authority's right to enforce any ordinance, resolution or law of the Municipality of Monroeville, County of Allegheny or Commonwealth of Pennsylvania, the intent being that this Ordinance and Resolution shall supplement already existing resolutions and ordinances dealing with the enforcement of sanitary sewer status within the Municipality of Monroeville. Nothing in this Ordinance shall be a defense of any citation issued by any municipal corporation or the Commonwealth pursuant to any other law or ordinance.

SECTION 7

Any person who shall fail; neglect or refuse to, comply with any of the terms or provisions of this Ordinance and Resolution, or of any regulation or

requirement pursuant thereto and authorized thereby shall, upon conviction before any district justice, be sentenced to pay a fine of \$1,000.00 and costs of prosecution, and in default of payment thereof, to imprisonment for a term not to exceed ninety (90) days.

SECTION 8

The provisions of this Ordinance and Resolution are severable, and if any Section, sentence, clause or phrase shall be held by a court of competent jurisdiction to be illegal, invalid or unconstitutional, the remaining portions of this Ordinance and Resolution shall not be affected or impaired thereby.

SECTION 9

Any Ordinance or Resolution or part of any Ordinance or Resolution conflicting with the provisions of this Ordinance and Resolution be and the same are hereby repealed to the extent of such conflict.

SECTION 10

The effective date of this Ordinance shall be the 24st day of August 2015.

ORDAINED AND ENACTED into law by the Council of the Municipality of Monroeville, Allegheny County, Pennsylvania.

RESOLVED this ___ day of _____, 2015

ATTEST:

MONROEVILLE

MUNICIPAL

AUTHORITY

Secretary

Chairman

APPROVED AS TO FORM:

Bruce E. Dice, Solicitor

MONROEVILLE MUNICIPAL AUTHORITY
Application for Document Certification

Date: _____

Current Owner: _____

Address of property
to be tested: _____

Contact Phone Number: _____

Pursuant to Ordinance No. **2248** of the Municipality of Monroeville and Resolution No. **348** of the Monroeville Municipal Authority you are hereby notified to acquire a Certification of Sanitary Sewer Status prior to any sale of real estate. No property within the Municipality of Monroeville shall be sold or conveyed without first obtaining a Document of Certification or Temporary Document of Certification from the offices of the Monroeville Municipal Authority.

Cost: Residential or Commercial Property
Application and Testing Fee..... \$250.00

Test: (Dye Testing – Smoke Testing)

1. Down spouts
2. Area wells – area ways
3. Foundation drains-flooding or injection
4. Lateral injection
5. Lateral televising

Paid- Check/Cash/Credit Card: _____

The applicant is responsible for cost of a Master Plumber registered and licensed in Allegheny County to correct any violations.

IN THE EVENT THE TESTING REQUIRES ADDITIONAL AUTHORITY PERSONNEL AND/OR EQUIPMENT DUE TO THE SIZE OR COMPLEXITY OF THE PROPERTY BEING TESTED, AN ADDITIONAL CHARGE, BASED ON CURENT BILLABLE HOURLY RATES WILL BE BILLED TO THE OWNER.

Signature of Applicant

Monroeville Municipal Authority Representative

AGREEMENT FOR TEMPORARY DOCUMENT CERTIFICATION

This Agreement is made this ____ day of _____, 20____, between _____ and _____ ("Seller"), _____ and _____ ("Purchaser"), and the Monroeville Municipal Authority, Allegheny County, Pennsylvania ("Authority").

BACKGROUND

- A. The Authority has enacted Resolution 348, 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 Municipality of Monroeville (the "Property").
- C. The required testing and, therefore, certifying cannot be done prior to closing on the Property due to weather and/or other circumstances.
- D. Pursuant to Resolution 348, Seller has applied for a Temporary Document of Certification.

NOW THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

6. Attached hereto is security in the amount of Three Thousand Dollars (\$3,000.00) which is hereby provided to the Authority by Seller or Purchaser to guarantee that the appropriate sewer test will be performed.

7. The appropriate sewer test shall be performed as soon as reasonable possible, and in no event later than fourteen (14) days from the date written notice is sent from the Authority to Seller and to Purchaser.

8. If Seller or Purchaser fails to authorize the appropriate sewer test in accordance with paragraph 2, the Authority may conduct the test or cause the test to be conducted. In such an event, the Authority may retain the security provided herewith pursuant to paragraph 1.

9. Any defects in the sewer or violations of any laws or ordinances shall be corrected at Purchaser's expense. If the Purchaser fails to so correct

any defects or violations within a reasonable time (up to a maximum of three (3) months), 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 posted in accordance with paragraph 1. It is hereby agreed and acknowledged 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.

10. If said testing is performed within a reasonable time and no defects are disclosed to the reasonable satisfaction of the Authority, then the security posted in accordance with paragraph 1 shall be returned to the party posting said security.

11. It is intended that the obligation to repair the defects or violations run with the land, and Purchaser and Seller acknowledge that this obligation binds themselves and their respective heirs and assigns.

12. 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)

MONROEVILLE

MUNICIPAL

AUTHORITY

BY:

FOR INDIVIDUALS

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF ALLEGHENY :

On this ___ 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 s 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 ALLEGHENY :

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 as 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:
