

**MONROEVILLE MUNICIPAL AUTHORITY**

**RESOLUTION NO. 384**

**MUNICIPALITY OF MONROEVILLE**

**ORDINANCE NO.2248**

**A RESOLUTION OF THE MONROEVILLE MUNICIPAL AUTHORITY, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING RESOLUTIONS 276, 277, 348, 357, AND 364 REQUIREMENTS FOR CERTIFICATION OF SANITARY SEWER STATUS PRIOR TO THE SALE, TRANSFER OR CONVEYANCE 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 RESOLVED 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 Resolution, it shall be unlawful for any person to sell, transfer or convey 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 Resolution, 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, transferring or conveying 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, transfer, or conveyance. 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. **Removal/repair must be completed and inspected by Authority staff prior to closing or within thirty (30) days from date of closing if a Sewer Lateral Escrow Agreement has been approved by the Authority.**

## **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 Five Thousand Dollars (\$5,000.00) 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 Closing Company and,

3. A Sewer Lateral Escrow 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 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; As per approved standard procedures.
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 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 Resolution shall supplement already existing resolutions and ordinances dealing with the enforcement of sanitary sewer status within the Municipality of Monroeville. Nothing in this Resolution 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 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 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 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 Resolution shall be the 19th day of November 2018.

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: \_\_\_\_\_

MMA Registered Plumber: \_\_\_\_\_

Pursuant to Ordinance No. 2248 of the Municipality of Monroeville and Resolution No. 364/384 of the Monroeville Municipal Authority you are hereby notified to acquire a Certification of Sanitary Sewer Status prior to any sale, transfer, or conveyance of real estate. No property within the Municipality of Monroeville shall be sold, transferred, 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 Inspection Fee payable to MMA  
\$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 364, 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 364, Seller has applied for a Temporary Document of Certification.

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

- 1. Attached hereto is security in the amount of Five Thousand Dollars (\$5,000.00) which is hereby provided to the closing company escrow account by Seller or Purchaser to guarantee that the appropriate sewer test will be performed.
- 2. 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.
- 3. 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.
- 4. 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 thirty (30) days), 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.

- 5. 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.
- 6. 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.
- 7. 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:

\_\_\_\_\_

**MONROEVILLE MUNICIPAL AUTHORITY (MMA)  
PROPERTY TRANSFER SANITARY SEWER CERTIFICATION  
STANDARD PROCEDURES FOR LATERAL TESTING PROGRAM**

Adopting Resolution: 384 Effective Date NOVEMBER 19, 2018

**INTRODUCTION**

- A. These Rules and Regulations for Property Transfer Sanitary Sewer Certification apply to property sales, transfers or conveyances as defined herein as requiring a Dye Test or Lateral Test.
- B. These Rules and Regulations for Property Transfer Sanitary Sewer Certification are to be used in conjunction with Monroeville Municipal Authority Resolutions No. 276, 277, 348, and 357.
- C. Where circumstances arise that cause uncertainty in the application of these procedures, the Monroeville Municipal Authority through its manager, is authorized to determine the procedure to be implemented.

**PROCEDURES**

- A. General Lateral Testing Information:
  - 1. Application for Document Certification must be submitted and all fees paid prior to the date of testing.
  - 2. Properties previously exempt from dye testing because they are not served by the public sanitary sewer become eligible to connect due to proximity of public sewer, prior to tapping, a dye test will be required.
  - 3. Lateral Testing and/or Inspection will be conducted by Monroeville Municipal Authority Personnel.
  - 4. All testing shall be on a pass-fail basis. If the lateral fails, then the entire lateral shall be replaced or relined in accordance with Allegheny County Plumbing Code.
  - 5. Monroeville Municipal Authority Personnel must have access to the inside of the property to inspect for illegal connections.
  - 6. The property lateral must be functioning properly and free of restrictions to properly conduct the testing. All downspouts must be opened so that they flow freely and all points of discharge located whenever possible. If a downspout cannot be opened, the downspout shall be disconnected and discharged onto the ground. The existing pipe shall be cut off 12 inches below grade and sealed with at least 12 inches of concrete. This must be inspected by the MMA. Locate and,

where necessary, expose all fresh air vents and traps. Failure to satisfy the foregoing requirements prior to the arrival of the MMA's inspector may subject the Applicant to a charge of \$50/hour/man for delay. Each return visit will result in a minimum charge of \$150. All additional charges must be paid prior to the issuance of the Document of Certification.

7. No water other than what is required to conduct the test is permitted to be utilized during the test. This will ensure the accuracy of the test.
8. It is the property owner's responsibility to provide proper lateral access such as a clean out or fresh air vent for the inspection. Such access shall be provided at the property owner's expense.
9. The Authority shall perform, as it deems necessary, the following tests, all of which are designed to identify illegal sources of inflow and infiltration:
  - a. Dye-testing at each downspout and area drain.
  - b. Dye-testing foundation drains by flooding or injection.
  - c. Smoke-testing public sewer and private sewer lateral to the house trap.
  - d. Smoke-testing building drain on house side of trap.
  - e. Air-testing lateral.
  - f. Hydrostatic testing lateral.
  - g. Televising of main sewer and/or lateral sewer during periods of saturated ground and/or natural or simulated precipitation.
10. The Authority has the right to reject any tests or test results which it feels are inconclusive or inaccurate.
11. If infiltration is found under the building foundation, the Authority reserves the right to require further inspection of the sanitary sewer piping under the building floor. Infiltration into the private sewer system from under the building foundation is considered a lateral failure.
12. MMA personnel will provide the property owner a copy of the inspection report documenting whether or not illegal inflow or infiltration was observed as well as any structural defects identified to the lateral or its connection to the public sewer.
13. A document of certification passing all phases of the lateral test will be issued if no sources of inflow or infiltration are observed or once the repairs are made and inspected by authority personnel.
14. A document of certification shall be valid for a period of three (3) years from date of issuance.

15. The authority accepts no liability as to the documented condition of the lateral. A lateral test pass does not guarantee the functionality of the lateral or that a sewage backup will not occur in the future.
16. Properties where large complex and/or multi-segmented lateral systems exist will require additional authority personnel and equipment to complete the testing and additional fees will apply.
17. Please note that any house proposed to be torn down is not required to be tested. A Tear Down Agreement must be signed by the Buyer and Seller and then submitted to the MMA. The existing sewer will need to be capped immediately at owners expense. A new sewer lateral system will be built in conjunction with the new development. However, the Buyers agree to test the existing sewer and to correct any defects found if a building permit for a new house is not issued within twelve months of the date of the Tear Down Agreement.

**B. Procedures for Performing Lateral Test with CCTV**

1. Water and dye are injected into the ground above the property's sanitary lateral in at least three different locations (T1, T2, T3 ...). A remote closed-circuit televising camera unit is inserted into the main public sanitary sewer or private lateral. Authority personnel will then observe and digitally record the point of connection (tap) between the property lateral and the main public sanitary sewer line. The lateral connection must be properly made with a factory style fitting and be visibly sound. "Break-in" connections are not permitted and will result in a lateral test failure. Any water flow entering into the lateral, exiting from or around the lateral at the point of connection will result in a lateral test failure.
2. The lateral can be inspected by the use of a lateral camera. It is the property owner's responsibility to provide proper lateral access such as a clean out or fresh air vent for the inspection. Structural defects on the lateral such as cracked or broken pipe, root intrusion and/or sources of infiltration found as a result of televising the lateral will be documented and will result in a lateral failure.
3. The property roof drains, yard drains, driveway drains, stairwell drains and any other identified area drain will be flooded with water and dye. Any water entering into the lateral or exiting from or around the lateral at the point of connection will result in a lateral test failure.
4. Property sump pumps will be operated with water and dye to

verify discharge location. Any water entering into or exiting from the lateral or around the lateral at the point of connection will result in a lateral test failure.

C. Procedure for Lateral Test Violation Correction

1. If 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 connection/malfunctioning drainage system are removed/repared, the system retested and certification of such removal/repair by a registered, licensed plumber is received. It shall be the responsibility of the property owner to replace or reline the entire lateral sewer pipe to the point of connection to a sewer maintained by the MMA. Work shall be in accordance with the Allegheny County Plumbing Code and these rules and regulations. Inspection of all work shall be completed by Allegheny County and the Monroeville Municipal Authority. Any Fees pertaining to these inspections shall be the responsibility of the homeowner. All work must be completed within thirty (30) days unless a time extension is granted by the Authority. A re-inspection must be scheduled after the repairs are complete. The inspection must occur prior to any trench backfilling.

A TRENCHLESS SEWER LINER is an option available to satisfy lateral testing requirements. The Monroeville Municipal Authority does not take responsibility for the property owner's choice to install a TRENCHLESS SEWER LINER. A TRENCHLESS SEWER LINER will not correct crushed pipe, disjointed pipe, improper connection to the public sewer, sewers with back fall, and any defect that prevents a sewer from flowing properly. It is the PROPERTY OWNER and PLUMBERS responsibility to determine if any of the above-mentioned sewer defects apply.