

MUNICIPALITY OF MONROEVILLE

ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE 1947

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE, ALLEGHENY COUNTY, PENNSYLVANIA, PROVIDING FOR EVIDENCE OF COMPLIANCE WITH REGULATIONS FOR CONNECTIONS TO STORM AND SANITARY SEWERS.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, by Council of the Municipality of Monroeville as follows:

SECTION 1. DEFINITIONS - The terms used in this Ordinance, shall have the meaning set forth as follow:

COUNCIL: The governing body of the Municipality of Monroeville.

DYE TEST: Any commonly accepted plumbing test wherein dye is introduced into the storm or surface water collection system of real property to determine if storm or surface water is entering the sanitary sewer system.

DATE OF SALE: The date of sale is the date of closing.

EVIDENCE OF COMPLIANCE: An official statement from the Municipality stating that it has on file a written statement from a licensed plumber or approved home inspector that there are no illegal storm or surface water connections into the sanitary sewer connections which would violate municipal or county ordinances, the state statutes or municipal, county or state plumbing regulations.

HOME INSPECTOR: A person registered with the Municipality who performs storm water dye tests.

ILLEGAL STORM OR SURFACE WATER CONNECTIONS: The discharge of basement seepage or ground water, or the connection of downspouts, roof drainage, or surface or areaway drainage into the sanitary sewer system.

MUNICIPAL ENGINEER: The person officially appointed by the governing body to enforce this ordinance.

MUNICIPAL LIEN LETTER: A written letter from the Municipality concerning municipal liens and claims.

MUNICIPAL MANAGER: The person officially appointed by the governing body to administer and enforce all laws and ordinances of the Municipality and be responsible for the proper administration for all affairs of the Municipality.

PERSON: Any person, partnership, association, syndicate, firm, corporation, institution, agency, authority or other entity recognized by law as the subject of rights and duties.

TEMPORARY EVIDENCE OF COMPLIANCE: A temporary statement from the municipality used pursuant to the terms of Section 4 of this Ordinance.

SECTION 2. PROCEDURE FOR EVIDENCE OF COMPLIANCE; FEE. Any person (hereinafter "applicant") selling real property within the municipality shall make application for evidence of compliance on a form furnished by the municipality at least fourteen (14) days before the date of sale. The applicant shall then have a plumber or approved home inspector who is registered and licensed by the Allegheny County Health Department or a Home Inspector acceptable to the Municipality of Monroeville perform a dye test on the real property to be sold. The plumber or home inspector shall complete the appropriate portions of the form confirming that the property has been dye tested and certifying the results of such test. In the event that there are no illegal storm or surface water connections, the Municipal Engineer or his designee shall issue evidence of compliance. If the dye test reveals the existence of an illegal storm or surface water connection, no evidence of compliance will be issued until the illegal connections are removed and certification of such removal by a registered licensed plumber is received. Valid Evidence of Compliance shall expire three years following the date of acceptance by the Municipal Engineer.

SECTION 3. TEMPORARY EVIDENCE OF COMPLIANCE; FEE. Temporary evidence of compliance may be issued at the municipality's sole discretion when either;

A. The applicant proves that dye testing cannot be performed because of weather conditions. In this case, the applicant shall provide the municipality with security in the amount of two hundred dollars (\$200.00) to guarantee that the dye test will be performed. The applicant will cause the dye test to be performed within fourteen (14) days of written notification from the municipality, which will be given at such time as weather conditions make the dye test possible. In addition, the applicant shall provide the municipality with a signed, written acknowledgment from the purchaser agreeing to correct, at the purchaser's sole expense, any violations discovered as a result of subsequent dye test. Nothing in this section shall prohibit any purchaser from requiring the applicant to reimburse the purchaser for any costs incurred; provided, however, that liability for correction of any improper connection shall be a municipal lien on the real property, and no agreement between the applicant and the purchaser shall affect the municipality's enforcement powers or excuse the current property owner from performance; or

B. When an illegal storm or surface water connection is 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 Municipal Engineer for temporary evidence of compliance, which may only be issued when the applicant provides the municipality with all of the following:

- (1) A bona fide executed contract between the applicant and a registered licensed plumber legally requiring the plumber to complete the necessary remedial work and granting the municipality the legal power to enforce the contract.
- (2) Cash security in the amount of said contract, posted with the municipality.
- (3) An agreement by the purchaser to be responsible for all cost overruns related to the remedial work, together with a license to enter upon the property to complete the work in case of default by the contractor. The Municipal Manager shall determine by regulation when such temporary evidence of compliance shall expire, and the applicant and the purchaser shall be advised of the expiration of the temporary evidence of compliance, the security shall be forfeited and the municipality may use the security to have the necessary remedial work completed.

SECTION 4. MUNICIPAL LIEN LETTERS; FEES.

A. A request for a municipal lien letter must be accompanied by a report of evidence of compliance and a lien letter fee of ten dollars (\$10.00), all of which shall be delivered at least seven (7) days prior to the day said letters are to be provided.

SECTION 5. PROMULGATION OF RULES AND REGULATIONS.

A. The municipality shall promulgate such reasonable rules and regulations as approved by the Municipal Council for the operation and enforcement of this Ordinance, which shall include but not be limited to:

- (1) Establishing acceptable forms of security or guaranty.
- (2) Establishing the form of applications, purchaser acknowledgments and plumber certifications.
- (3) Limiting the times of year in which temporary evidence of compliance is available for reasons of weather.

B. Rules and regulations issued pursuant to this section shall be in writing and distributed as necessary to ensure compliance with this Ordinance.

SECTION 6. AMENDMENT OF FEES. The fees set forth in this Ordinance may be changed from time to time by ordinance of Council.

SECTION 7. CONSTRUUAL OF PROVISIONS. Nothing in this Ordinance shall limit in any fashion whatsoever the municipality's right to enforce its ordinances or the laws of the Commonwealth. Nothing in this Ordinance shall be a defense to any citation issued by any municipal corporation or the Commonwealth pursuant to any law or ordinance.

SECTION 8. APPEALS. Appeals may be taken to Council within thirty (30) days of any denial by the Municipal Engineer. Council may grant relief from the strict provisions of this Ordinance where, in its opinion, alternate methods, standards or materials proposed by the applicant will meet the objectives and intent of this Ordinance.

SECTION 9. REPEALER. Any Ordinance or part of an Ordinance in conflict herewith is hereby repealed. The effective date of this Ordinance shall be September 1, 1995.

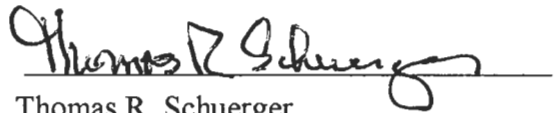
ORDAINED AND ENACTED this 13th day of June, 1995.

ATTEST:

MUNICIPALITY OF MONROEVILLE



Mary Ann Nau
Municipal Manager



Thomas R. Schuerger
Mayor