

## **Chapter 18**

### **Sewers and Sewage Disposal**

#### **Part 1 Sanitary Sewers**

##### **A. Mandatory Connection**

- §18-101. Connection to Sewer System Required
- §18-102. Sanitary Sewers Required
- §18-103. Time Limit for Making Connections
- §18-104. Failure to Connect; Borough May Connect and Collect Cost Thereof
- §18-105. Application for Tapping Permit
- §18-106. Privies, Cesspools, Septic Tanks; Connection Prohibited
- §18-107. Privies, Cesspools, Septic Tanks to Be Abandoned, Cleaned, and Filled
- §18-108. Construction of Private Sewers; Rules, Regulations
- §18-109. Violations and Penalties

##### **B. Prohibited Discharges**

- §18-111. Discharge Prohibited; Existing Connections
- §18-112. Penalties

##### **C. Sewer Rentals and Charges**

- §18-121. Imposition of Sewer Rentals and Charges
- §18-122. Schedule of Charges
- §18-123. Payment of Charges; Penalties
- §18-124. Unpaid Charges to Constitute Lien
- §18-125. Right of Entry

#### **Part 2 Sewer Certification**

- §18-201. Short Title
- §18-202. General
- §18-203. Definitions
- §18-204. Sale of Real Estate Without Document of Certification Prohibited
- §18-205. Document of Certification Application
- §18-206. Temporary Document of Certification
- §18-207. Fee
- §18-208. Duration of Document of Certification
- §18-209. Instances When a Document of Certification Not Required
- §18-210. Periodic and Routine Inspections
- §18-211. Rules and Regulations
- §18-212. Forms
- §18-213. Conflict with General Policy Powers

§18-214. Penalties and Enforcement

**Appendices**

- Appendix 18-A Regulations for Document of Certification
- Appendix 18-B Application for Document of Certification
- Appendix 18-C Agreement; Temporary Document of Certification; Weather Circumstances
- Appendix 18-D Agreement; Temporary Document of Certification; Practical Hardship
- Appendix 18-E Suspected Non-resale Infiltration Violation Procedure

**Part 1****Sanitary Sewers****A. Mandatory Connection****§18-101. Connection to Sewer System Required.**

Every owner of property in the Borough of Mount Pleasant whose property abuts upon any line of the sanitary sewers of the Borough of Mount Pleasant shall connect, at his own cost, the building, buildings, or other structures located on said property with said sanitary sewers of the Borough of Mount Pleasant for the purpose of disposing of all sanitary sewage as is customarily disposed of in a system of sanitary sewers.

(*Ord. 374, 10/4/1965, §1*)

**§18-102. Sanitary Sewers Required.**

It shall be unlawful for any owner, lessee, or occupier of any property, who is required to connect to the sanitary sewer system of the Borough of Mount Pleasant to employ any means, either by septic tank or otherwise, for the disposal of sanitary sewage other than into and through the sanitary sewers of said Borough of Mount Pleasant.

(*Ord. 374, 10/4/1965, §2*)

**§18-103. Time Limit for Making Connections.**

Where any structure is now or hereafter may be connected to any septic tank or using any method by which sanitary sewage is disposed of or eliminated other than through the sanitary sewer system of said Borough of Mount Pleasant, it shall be the duty of the Secretary or other authorized person to notify the owner, either by personal service or by certified mail, to disconnect the same and make proper connections for the discharge and disposal of sewage through the sanitary sewer system of the Borough of Mount Pleasant, as hereinafter provided, within 60 days after receipt of such notice.

(*Ord. 374, 10/4/1965, §3*)

**§18-104. Failure to Connect; Borough May Connect and Collect Cost Thereof.**

In case any owner of property required to connect to such sewer shall neglect or refuse to connect with and use said sewers for such period of 60 days after notice to do so has been served upon him, either service by personal service or by certified mail as aforesaid, the Borough Council of Mount Pleasant or its agents may enter upon such property and construct such connection. In such case, the Secretary or other authorized person on behalf of the Council of the Borough of Mount Pleasant shall forthwith, upon completion of the work, send an itemized bill of the cost of construction of such connection to the owner of the property to which connection has been so made, which bill shall be payable forthwith. In case of neglect or refusal by the owner of such property to pay said bill, a municipal lien for said construction shall be filed within 6 months of the date of completion of the construction of said connection, the same to be

subject in all respects to the general law providing for the filing and recovery of municipal liens.

(*Ord. 374, 10/4/1965, §4*)

**§18-105. Application for Tapping Permit.**

Any person required to connect with the sewer system of the Borough of Mount Pleasant shall make application for a tapping permit to the Secretary on forms furnished by the Borough and shall set forth in said application the character of structure and use, the lot number and locations and the name of the person who is to make the connection.

(*Ord. 374, 10/4/1965, §5*)

**§18-106. Privies, Cesspools, Septic Tanks; Connection Prohibited.**

No privy vault, cesspool, septic tank, or similar receptacle for human excrement shall at any time, now or hereafter, be connected with the sanitary sewers of the Borough.

(*Ord. 374, 10/4/1965, §6*)

**§18-107. Privies, Cesspools, Septic Tanks to Be Abandoned, Cleaned, and Filled.**

No privy vault, cesspool, septic tank, or similar receptacle for human excrement shall hereafter be maintained upon any premises from which connection with any of the sanitary sewers of the Borough shall have been made. Every such privy vault, cesspool, septic tank, or other receptacle shall, within 30 days after the final enactment of this Part 1A in the case of premises now connected with a sewer, and within 30 days after connection with a sewer in the case of premises hereafter so connected, be abandoned, cleansed, and filled under the direction and supervision of the Council of the Borough. Any such privy vault, cesspool, septic tank, or other receptacle not abandoned, cleansed, and filled as required by this Section shall constitute a nuisance and may be abated on order of the Council of the Borough as provided by law, at the expense of the owner of such property.

(*Ord. 374, 10/4/1965, §7*)

**§18-108. Construction of Private Sewers; Rules, Regulations.**

The construction of all private sewers or laterals and their connections with any lines of the sewer system shall be done in accordance with rules and regulations established by the Council of the Borough and shall be inspected by the Borough Engineer before being covered.

(*Ord. 374, 10/4/1965, §8*)

**§18-109. Violations and Penalties.**

Any person, firm, or corporation who shall violate any provision of this Part, upon conviction thereof, shall be sentenced to a fine of not less than \$300 nor more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation of this Part continues

or each Section of this Part which shall be found to have been violated shall constitute a separate offense.

(*Ord. 374*, 10/4/1965, §9; as amended by *Ord. 624*, 1/19/2010)



**B. Prohibited Discharges****§18-111. Discharge Prohibited; Existing Connections.**

It shall be unlawful for any person, firm, or corporation to discharge or cause to be discharged into the sanitary sewerage system any stormwater, surface water, groundwater, roof runoff, subsurface drainage, cooling water, or unpolluted industrial process water. All existing connections permitting such discharges shall be eliminated within 30 days after notice to take such action is issued by the Mount Pleasant Municipal Authority and/or the Borough of Mount Pleasant, and/or any of their authorized agents or employees.

(*Ord. 492, 5/4/1981, §1; as amended by Ord. 624, 1/19/2010*)

**§18-112. Penalties.**

Any person, firm, or corporation who shall violate any provision of this Part, upon conviction thereof, shall be sentenced to a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation of this Part continues or each Section of this Part which shall be found to have been violated shall constitute a separate offense.

(*Ord. 492, 5/4/1981; as added by Ord. 624, 1/19/2010*)





**C. Sewer Rentals and Charges**

**§18-121. Imposition of Sewer Rentals and Charges.**

There are hereby imposed sewer rentals or charges for the use of the Borough sewers to be payable by the owners of all properties served thereby.

(Ord. 375, 10/4/1965, §1)

**§18-122. Schedule of Charges.**

1. All owners of property connected or capable of connection with the sewer system, owned or leased by the Borough of Mount Pleasant, Westmoreland County, Pennsylvania, and all owners of property who may hereafter connect with and use the same shall pay the following charges.

2. Sewer service charges shall be based on the quarterly metered water reading of the Municipal Authority of Westmoreland County.

A. *Minimum Charges per Quarter.* Minimum charges per quarter are as follows:

Size of Meter (inches)	Allowance (gallons per quarter)	Minimum Charge
5/8	5,000	\$30
3/4	7,000	\$37
1	12,000	\$100
2 and over	30,000	\$200

[Ord. 620]

B. *Consumption Charges.*

(1) For all consumption over the quarterly allowance above set forth, the charges shall be as follows:

(a) The first 10,000 gallons in excess of the minimum at \$3.75 per 1,000 gallons.

(b) The next 40,000 gallons in excess of the minimum at \$3.60 per 1,000 gallons.

(c) The next 50,000 gallons in excess of the minimum at \$3.10 per 1,000 gallons.

(d) The next 365,000 gallons in excess of the minimum at \$2.80 per 1,000 gallons.

(e) The next 500,000 gallons in excess of the minimum at \$2.50 per 1,000 gallons.

(f) Everything in excess of 1,000,000 gallons at the rate of \$2.25 per 1,000 gallons.

(2) Each person whose sewer charges cannot be based on metered water consumption as set forth above shall be billed at a flat rate of \$75 per quarter for each residential equivalent. Such person may, at his option and at his

expense, install a meter approved by the Borough and be billed on the basis of charges set forth above.

[*Ord. 620*]

C. *Connection Charges.* On new connections, the tap into the sewer main charge for such connection shall be \$950 for each residential unit or residential equivalent unit, which is to be serviced by said connection, or the total cost of the connection, whichever is greater. [*Ord. 624*]

D. *Special Provisions.*

(1) The Borough Council of the Borough of Mount Pleasant, on petition of a user or prospective user of its sewer system, may authorize such user or prospective user to install, at his expense, meter approved by the borough and be billed on the basis of charges set out above in accordance with the flow through this meter instead of using the reading supplied by the Municipal Authority of Westmoreland County.

(*Ord. 375*, 10/4/1965, §2; as amended by *Ord. 384*, 9/5/1966, §2; by *Ord. 388*, 2/6/1967, §1; by *Ord. 393*, 9/5/1967, §1; by *Ord. 412*, 7/7/1969, §2; by *Ord. 432*, 1/28/1971, §1; by *Ord. 448*, 6/4/1973, §4; by *Ord. 452*, 8/5/1974, §2; by *Ord. 476*, 12/30/1977; by *Ord. 481*, 5/7/1979, §2; by *Ord. 489*, 3/3/1981; by *Ord. 510*, 1/3/1984, §1; by *Ord. 522*, 3/3/1986, §1; by *Ord. 534*, 1/23/1989, §§1, 2, 3, and 4; by *Ord. 542*, 7/2/1990; by *Ord. 575*, 3/6/2000; and by *Ord. 620*, 12/1/2008, §1; and by *Ord. 624*, 1/19/2010)

#### **§18-123. Payment of Charges; Penalties.**

Bills for the sewer rentals or charges imposed by this Part 1C shall be rendered quarterly by the Borough of Mount Pleasant. All sewage charges shall be payable within 20 days after the bill therefor is rendered. All rates and finance charges shall be by the Borough of Mount Pleasant from time to time by resolution of Borough Council, in accordance with Pennsylvania law. If the bill remains unpaid after the said 20-day period, the gross amount of the bill shall be due, which shall be 100 percent of the charges, and there shall be added to this amount interest at the rate of 1 percent per month, or any part thereof, upon 100 percent of the gross charge, and said interest shall begin to be computed on the 21st day after the bills have been rendered.

(*Ord. 375*, 10/4/1965, §3; as amended by *Ord. 481*, 5/7/1979, §3; and by *Ord. 510*, 1/3/1984, §2; and by *Ord. 624*, 1/19/2010)

#### **§18-124. Unpaid Charges to Constitute Lien.**

Any sewer rental or charge not paid within 30 days from the billing date shall be a lien upon the property charged with the payment thereof from the first day of the following month. Such sewer rentals or charges, if not paid after 30 days notice, may be collected as provided by law, by an action in assumpsit or by distress of personal property on the premises, or by lien filed in the nature of a municipal lien.

(*Ord. 375*, 10/4/1965, §4; as amended by *Ord. 481*, 5/7/1979, §4)

#### **§18-125. Right of Entry.**

The Borough, through its authorized representative, shall be permitted to enter

upon all properties serviced for the purpose of inspection, observation, measurement, and testing.

(*Ord. 375*, 10/4/1965, §5; as amended by *Ord. 481*, 5/7/1979, §5)



**Part 2****Sewer Certification****§18-201. Short Title.**

This Part may be known and cited as the “Sewer Certification Ordinance.”  
(*Ord. 592, 5/1/2003, §101*)

**§18-202. General.**

After the effective date of this Part, it shall be unlawful for any person to sell real estate within the Borough of Mount Pleasant 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 Borough of Mount Pleasant.

(*Ord. 592, 5/1/2003, §102*)

**§18-203. Definitions.**

*Applicant* - any person selling real estate located in the Borough of Mount Pleasant.

*Document of certification* - an official statement from the proper officer of the Borough of Mount Pleasant stating that there are no known illegal storm, surface, or subsurface water connections into the sanitary sewer on the specific property which is being sold.

*Illegal storm, surface, or subsurface water connections* - includes but is not limited to the discharge of storm, surface, or subsurface water or the connection of downspouts, roof drainage, surface areaway drainage, and/or foundation or basement drainage into the sanitary sewer system.

*Inspector* - a person selected by the Borough of Mount Pleasant to conduct tests to determine if illegal storm, surface, or subsurface water connections have been made to the sanitary sewer system.

*Municipal lien and property tax verification letter* - a written letter from the proper official of the Borough of Mount Pleasant concerning municipal liens and property taxes.

*Person* - any person, syndicate, associate, partnership, firm, corporation, institution, agency, authority, or other entity recognized by law as the subject of rights and duties.

*Real estate* - real estate located within the Borough of Mount Pleasant on which a building or improvement exists that is connected to the Borough of Mount Pleasant sanitary sewer system.

*Temporary document of certification* - a temporary statement of certification from the proper officer of the Borough of Mount Pleasant issued pursuant to the terms of §18-206 of this Part.

(*Ord. 592, 5/1/2003, §103*)

**§18-204. Sale of Real Estate Without Document of Certification Prohibited.**

After the effective date of this Part, it shall be unlawful for any person to sell, or purchase real estate without first delivering to the purchaser a document of certification issued by the Borough of Mount Pleasant.

(*Ord. 592, 5/1/2003, §104*)

**§18-205. Document of Certification Application.**

The applicant shall make application on a form furnished by the Borough of Mount Pleasant at least 30 days before the settlement date. The applicant shall then have the Borough of Mount Pleasant Inspector or his designee perform a dye test, and/or smoke test, and/or air test of the sewage drainage system on the property to be sold, said smoke test to involve the use of nontoxic, nonstaining smoke, which is forced through the sewer system by the use of air blowers. In the event that there are no illegal storm, surface, or subsurface water connections and the existing sewage drainage system is sound, the Borough of Mount Pleasant Inspector or his designee shall issue a document of certification upon the payment of any established fee. When an illegal storm, surface, or subsurface 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 the Borough of Mount Pleasant.

(*Ord. 592, 5/1/2003, §105*)

**§18-206. Temporary Document of Certification.**

A temporary document of certification may be issued at the Borough of Mount Pleasant's sole discretion as follows:

A. The applicant proves that such testing cannot be performed because of weather conditions, and when such is the case, the applicant shall provide the Borough of Mount Pleasant with security in the amount of \$2,000 to guarantee that the appropriate testing will be performed. The Borough of Mount Pleasant will cause to have performed the appropriate testing 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 purchasers sole expense, any violations/defects that may be discovered as a result of subsequent testing. Nothing in this paragraph 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 Borough of Mount Pleasant's enforcement powers or excuse the current owner from performance. In the event there is a shortage of funds, the seller/applicant shall be required to make up the difference in costs for said repair and correction. In the event such an application is made, the Borough of Mount Pleasant, in its discretion, may reject or approve such an application as it deems necessary after a preliminary visual investigation of the residence in question. [*Ord. 624*]

B. In cases where it is determined by the Borough of Mount Pleasant that it is unable to complete the certification process prior to a scheduled closing between

a purchaser and a seller, the purchaser may apply for a temporary document of certification upon the written agreement, to escrow from the real estate closing, the sum of \$2,000 in the favor of the Borough of Mount Pleasant, which funds are to be used to correct any and all violations found by the Borough of Mount Pleasant upon inspection. In the event there is a balance left in the escrow account after the corrections have been completed, the same shall be refunded from the escrow agent to the purchaser. In the event there is a shortage of funds, the seller/applicant shall be required to make up the difference in costs for said repair and correction. In the event such an application is made, the Borough of Mount Pleasant, in its discretion, may reject or approve such an application as it deems necessary after a preliminary visual investigation of the residence in question

C. In the event there is a shortage of funds, the seller/applicant shall be required to make up the difference in costs for said repair and correction. In the event such an application is made, the Borough of Mount Pleasant, in its discretion, may reject or approve such an application as it deems necessary after a preliminary visual investigation of the residence in question.

D. When an illegal storm, surface, or subsurface 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 Borough of Mount Pleasant for a temporary document of certification which may only be issued when the applicant provides the Borough of Mount Pleasant 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 Borough of Mount Pleasant listed therein as a third party beneficiary.

(2) Cash security or cashiers check in the amount of said contract as posted with the Borough of Mount Pleasant. [*Ord. 624*]

(3) An agreement by the purchaser to be responsible for all cost overruns related to the remedial work, together with a license to the Borough of Mount Pleasant to enter upon the property to complete work in case of default by the Contractor. The Borough of Mount Pleasant shall determine when such temporary document of certification shall expire, at which time the security shall be forfeited. The Borough of Mount Pleasant shall use the security to have the necessary remedial work completed.

(*Ord. 592, 5/1/2003, §106; as amended by Ord. 624, 1/19/2010*)

#### **§18-207. Fee.**

An application fee and an inspection/testing fee shall be established by the Borough of Mount Pleasant as appropriate from time to time, by resolution, to reimburse the Borough of Mount Pleasant for all costs incurred in connection with the work performed pursuant to this Part. The total fee, which shall be comprised of the application fee and inspection/testing fee, shall be paid to the Borough of Mount Pleasant at the time of making the application referred to in this Part. An additional inspection/testing fee shall be paid by the applicant for each inspection subsequent to the first inspection. Said fee or fees may include an escrow for cost of repairs based upon the estimated cost

of repairs as determined by the Borough.

(*Ord. 592, 5/1/2003, §107; as amended by Ord. 624, 1/19/2010*)

**§18-208. Duration of Document of Certification.**

A document of certification shall be valid for a period of 1 year from the date of issuance. Real estate may be sold during the 1 year effective life of such document without further testing or certification.

(*Ord. 592, 5/1/2003, §108*)

**§18-209. Instances When a Document of Certification Not Required.**

A document of certification shall not be required in the following instances:

A. Individual apartment-type units within a single condominium building may be sold without individual certification provided that the building in which the units are located has been certified no longer than 1 year previous to the date of the sale of the individual condominium unit.

B. When the real estate is such that connection to the sanitary sewer system is not required by law, ordinance, or resolution.

(*Ord. 592, 5/1/2003, §109*)

**§18-210. Periodic and Routine Inspections.**

Notwithstanding the above, whether it is a new construction or an existing connection, the Borough of Mount Pleasant shall have the right to periodically or routinely inspect any structure connected to the Borough of Mount Pleasant Sanitary Sewer System, whether or not part of an overall area line replacement or improvement program or plan, to determine whether or not it is in compliance with the provisions and intent of this Part.

(*Ord. 592, 5/1/2003, §110*)

**§18-211. Rules and Regulations.**

1. The Borough of Mount Pleasant is hereby authorized, empowered, and directed to make reasonable rules and regulations for the operation and enforcement of this Part as they deem necessary, which shall include, but not be limited to:

A. Establishing acceptable forms of security or guarantees,

B. Acceptable testing methods.

C. Establishing the forms of applications, purchaser acknowledgments, and plumber certifications.

D. Limiting the times of year in which temporary documents of certification are available for reasons of weather.

2. All rules and regulations issued pursuant to this Section shall be in writing and be approved by the Borough of Mount Pleasant prior to such rules and regulations being effective.

(*Ord. 592, 5/1/2003, §111*)



**§18-212. Forms.**

The following forms for said applications and inspections for resale, and regulations and procedures regarding same, which are attached hereto and made part of this Part, are hereby approved:

- A. Regulations for document of certification.
- B. Application for document of certification.
- C. Agreement - temporary document of certification weather circumstances.
- D. Agreement - temporary document of certification practical hardship.
- E. Suspected non-resale infiltration violation procedure.

2. The proper Borough of Mount Pleasant officials are hereby directed to immediately commence using the forms, which are part of this Part.

(*Ord. 592, 5/1/2003, §112*)

**§18-213. Conflict with General Policy Powers.**

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

(*Ord. 592, 5/1/2003, §113*)

**§18-214. Penalties and Enforcement.**

1. Any person, firm, or corporation who shall violate any provision of this Part, upon conviction thereof, shall be sentenced to a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation of this Part continues or each Section of this Part which shall be found to have been violated shall constitute a separate offense. [*Ord. 624*]

2. Whenever any person violating any of the provisions of this Part is notified of such violation in writing by the Borough of Mount Pleasant, each day or portion thereof a violation occurs or continues to occur shall constitute a separate violation.

3. In addition to and not in lieu of the foregoing, the Borough of Mount Pleasant may seek equitable and legal relief to compel compliance with this Part.

4. The Property Tax Collector for the Borough of Mount Pleasant shall have certain responsibilities to enforce this Part. Upon receipt of a request for certification of taxes prior to a real estate sale, the Property Tax Collector shall verify that a document of certification has been acquired. Absent a document of certification, the Property Tax Collector shall not release the requested certification of taxes. The Property Tax Collector shall report any violation to the Borough of Mount Pleasant.

(*Ord. 592, 5/1/2003, §114; as amended by Ord. 624, 1/19/2010*)



## Appendix 18-A

### Regulations for Document of Certification

1. Application must be made at least 30 days prior to settlement date.
2. Security for temporary document of certification, if applicable, must be cash, money order or certified check.
3. Temporary document of certification may only be requested due to weather conditions between November 15 and April 1, as conditions warrant and as approved by the Borough of Mount Pleasant.
4. Applications for Temporary Document of Certification MUST include an agreement signed by both purchaser and seller accompanied by \$3,000 cash, money order, or certified check, assuring that the test will be completed when weather permits and that any deficiencies discovered will be corrected. [Ord. 624]
  - A. In cases where it is determined by the Borough of Mount Pleasant that it is unable to complete the certification process prior to a scheduled closing between a purchaser and a seller, the purchaser may apply for a temporary document of certification upon the written agreement, to escrow from the real estate closing, the sum of \$3,000 in the favor of the Borough of Mount Pleasant, which funds are to be used to correct any and all violations found by the Borough of Mount Pleasant upon inspection. [Ord. 624]
5. When an illegal connection or defective lateral has been discovered and the necessary remedial activities to correct such connection would require a length of time to create a practical hardship for the applicant, the applicant may apply to the Borough of Mount Pleasant for a temporary document of certification which may only be issued when the applicant provides the Borough of Mount Pleasant with all of the following:
  - A. A bona fide executed contract between the applicant and a registered, licensed plumber to complete the necessary remedial work with the Borough of Mount Pleasant listed therein as a third party beneficiary; and
  - B. Cash security in the amount of said Contract posted with the Borough of Mount Pleasant; and
  - C. An agreement by the purchaser to be responsible for all cost overruns related to the remedial work, together with a license to the Borough of Mount Pleasant to enter upon the property to complete work in case of default by the contractor; and
  - D. Temporary document of certification shall expire after 6 months from date of issue, at which time the security shall be forfeited and the Borough of Mount Pleasant may use the security to complete the necessary remedial work.
6. Plumbers certificates and documents of certification are valid for 1 year from date of issue. The Borough of Mount Pleasant shall, however, have the right to perform additional testing at its expense during said 1-year period.
7. ALL PLUMBERS MUST BE REGISTERED AND LICENSED. ALL TESTING MUST BE DONE BY THE BOROUGH OF MOUNT PLEASANT INSPECTOR OR UNDER THE SUPERVISION OF THE BOROUGH OF MOUNT PLEASANT INSPECTOR.

8. AN APPLICATION FEE of \$\*\*\* MUST ACCOMPANY THE APPLICATION.  
(Testing/Inspection is an additional cost.)
9. Testing may include, but not necessarily be limited to, any of the following, the Borough of Mount Pleasant having the right to require additional testing if the original testing is inconclusive:
  - A. Dye-testing at each downspout and area drain.
  - B. Dye-testing foundation drains by flooding or injection.
  - C. Smoke-testing public sewer and 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 precipitation.
  - H. All testing shall be on a pass-fail basis with the Borough of Mount Pleasant having the right to reject any tests or test results which it feels are inconclusive or inaccurate.
  - I. The property owner is responsible to provide appropriate access to the sanitary sewer lateral as required to achieve the intent and purpose of the testing required by the Stormwater Ordinance. An external cleanout near the foundation of the dwelling shall be required.
10. The sewerage system shall be retested after any corrective action has been taken to demonstrate that the illegal connection/defect has been eliminated/repaired. Retesting is an additional cost.

(Ord. 592, 5/1/2003; as amended by Ord. 624, 1/19/2010)

**Appendix 18-B**

**Application for Document of Certification**

Date: \_\_\_\_\_ No. \_\_\_\_\_

Current Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

Pursuant to Ordinance No. \_\_\_\_\_ of the Borough of Mount Pleasant you are hereby notified to acquire a certification of sanitary sewer status prior to any sale of real estate. No property within the Borough of Mount Pleasant shall be sold or conveyed without first obtaining a document of certification or temporary document of certification from the offices of the Borough of Mount Pleasant.

**COSTS**

Application Fee:     \$\*\*\*.00

Tests: (Dye Testing/Smoke Testing)

- 1. Downspouts
- 2. Area Wells-Area Ways
- 3. Foundation Drain-Flooding or Injection
- 4. Lateral Injection

Testing Fee:     \$\*\*\*.00

**Total Fee:**     \$\*\*\*.00

Paid Cash \_\_\_\_\_

Paid Check # \_\_\_\_\_

The Applicant is responsible for the cost of a registered licensed plumber.

The property owner is responsible to provide appropriate access to the sanitary sewer lateral as required to achieve the intent and purpose of the testing required by the Stormwater Ordinance. An external cleanout near the foundation of the dwelling shall be required.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Borough of Mount Pleasant Representative



**Appendix 18-C**

**Agreement; Temporary Document of Certification; Weather Circumstances**

BOROUGH OF MOUNT PLEASANT  
Etze Avenue  
Mount Pleasant, PA 15666  
Office: (724) 547-6745      Plant: (724) 547-4529

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between  
\_\_\_\_\_ and  
\_\_\_\_\_ (“Seller,”  
\_\_\_\_\_ and \_\_\_\_\_  
 (“Purchaser”), and the Borough of Mount Pleasant, Westmoreland County, Pennsylvania.

**BACKGROUND**

- A. The Borough of Mount Pleasant has enacted Ordinance No. \_\_\_\_, 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 Borough of Mount Pleasant (the “Property”).
- C. The required testing and, therefore, certifying cannot be done prior to closing on the Property due to weather circumstances.
- D. Pursuant to Ordinance No. \_\_\_\_, 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 \$2,000 which is hereby provided to the Borough of Mount Pleasant 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 reasonably possible, and in no event later than 14 days from the date written notice is sent from the Borough of Mount Pleasant to Seller and Purchaser that the test is to be performed.
- 3. If Seller or Purchaser fails to authorize the Borough of Mount Pleasant to proceed with the appropriate sewer test in accordance with Paragraph 2, the Borough of Mount Pleasant may conduct the test or cause the test to be conducted. In such an event, the Borough of Mount Pleasant may retain the security provided herewith pursuant to Paragraph 1.

4. Any defects found in the sanitary sewer or violations of any laws or ordinances shall be corrected at Seller's expense. If the Seller fails to so authorize the correction of any defects or violations within a reasonable time, the Borough of Mount Pleasant, or such person as the Borough of Mount Pleasant may designate, may enter on the Property and correct the defects or violations at Seller's expense. In such an event, the Borough of Mount Pleasant may retain the security posted in accordance with Paragraph 1 up to the amount of work expense incurred or \$2,000, which ever is the lesser. 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. §7101 *et seq.*, thereby permitting the Borough of Mount Pleasant to file a municipal claim or lien for any work done to correct any defects or violations.
  
5. If the testing is performed within a reasonable time and no defects are disclosed to the reasonable satisfaction of the Borough of Mount Pleasant, then the security posted in accordance with Paragraph 1 shall be returned to the party posting said security. Further, any balance left in the security deposit account after correction of the violations shall be remitted to the seller.
  
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)

\_\_\_\_\_  
 \_\_\_\_\_

BOROUGH OF MOUNT PLEASANT

By: \_\_\_\_\_



FOR INDIVIDUALS

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF :

On the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 as 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 :

On the day \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, 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:  
\_\_\_\_\_



**Appendix 18-D**

**Agreement; Temporary Document of Certification; Practical Hardship**

BOROUGH OF MOUNT PLEASANT  
Etze Avenue  
Mount Pleasant, PA 15666  
Office: (724) 547-6745      Plant: (724) 547-4529

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ and \_\_\_\_\_ (“Seller,” \_\_\_\_\_ and \_\_\_\_\_ (“Purchaser”), and the Borough of Mount Pleasant, Westmoreland County, Pennsylvania.

**BACKGROUND**

- A. The Borough of Mount Pleasant has enacted Ordinance No. \_\_\_\_\_, 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 Borough of Mount Pleasant (the “Property”).
- C. The required testing has disclosed an illegal storm or surface water connection or malfunctioning drainage system, more particularly described as follows: \_\_\_\_\_
- D. The necessary remedial activities to correct said defects will require a length of time that creates a practical hardship for seller and purchaser.
- E. Pursuant to Ordinance No. \_\_\_\_\_, 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 a true and correct executed contract between seller and \_\_\_\_\_, a registered, licensed plumber (“plumber”) to complete the necessary work to repair the defects (the “work”). The Borough of Mount Pleasant is listed as third party beneficiary of the contract.
2. Attached hereto is security in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) which is hereby provided to the Borough of Mount Pleasant by the seller or purchaser to guarantee that the work will be performed.
3. The work shall be performed as soon as reasonably possible; and in no event later than 14 days from the date written notice is sent from the Borough of Mount Pleasant to seller or purchaser.

4. Any defects in the sewer or violations of any laws, regulations, resolutions, or ordinances including those mentioned in paragraph C and in paragraph 1 shall be corrected at purchaser's expense. The purchaser shall be responsible for any cost overruns relating to the remedial work. If the plumber or the purchaser fails to so correct any defects or violations within a reasonable time, the Borough of Mount Pleasant, or such person as the Borough of Mount Pleasant may designate, may enter on the property and correct the defects or violations within a reasonable time, the Borough of Mount Pleasant, or such person as the Borough of Mount Pleasant may designate, may enter on the property and correct the defects or violations at purchaser's expense. In such an event, the Borough of Mount Pleasant may retain the security listed in paragraph 2 to offset any expenses it may have. 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. §7101 *et seq.*, thereby permitting the Borough of Mount Pleasant to file a municipal claim and lien for any work done to correct any defects or violations.
  
5. If the plumber corrects the defects within a reasonable time to the reasonable satisfaction of the Borough of Mount Pleasant, the security posted with the Borough of Mount Pleasant pursuant to paragraph 2 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)

\_\_\_\_\_  
 \_\_\_\_\_

BOROUGH OF MOUNT PLEASANT

By:

FOR INDIVIDUALS

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF :

On the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 as 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 :

On the day \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, 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:  
\_\_\_\_\_



## Appendix 18-E

### Suspected Non-resale Infiltration Violation Procedure

Discharge of any roof, surface, or sub-surface water into a sewer lateral is absolutely prohibited by our existing legislation. Also, under existing regulations, the property owner is responsible for all cost and expenses incidental to the installation of a sewer lateral and connection and maintenance of the lateral and connection after the connection has been made.

The procedure to be followed by Borough of Mount Pleasant personnel upon discovery of a suspected infiltration problem during the course of video inspection within the sewer system is as follows:

1. The Borough of Mount Pleasant will give written notification of suspected infiltration or break-in violation. [Ord. 624]
2. If a customer should challenge the assertion that the Borough of Mount Pleasant believes a leak exists, the customer shall be responsible for all costs and expenses associated with finding the leak. [Ord. 624]
3. Borough of Mount Pleasant personnel shall seek cooperation in trying to identify the source of infiltration, but if customer is uncooperative, then legal action will commence. It is hoped that in most cases cooperation will prevail.
4. In the event a lateral is being replaced within right-of-way including roadway excavation, restoration, and/or boring, the following procedure will be followed:
  - A. Owner files for Borough of Mount Pleasant road occupancy permit. Borough of Mount Pleasant advised of work progress and performs final inspection.
  - B. Owner performs necessary work at owner's expense.
  - C. Borough of Mount Pleasant inspects and oversees work.
5. In all cases the homeowner is responsible for all costs associated with connection to the Borough mainline and also for all costs of maintenance and repair of all laterals up to the Borough mainline. [Ord. 624].
6. Repair of wyes located at the mainline within right-of-way is owner's responsibility. Borough of Mount Pleasant will provide wye parts.
7. An inspection fee shall be imposed to pay for the costs to inspect work performed by the plumber to determine that work was done in accordance with the rules and regulations of the Borough of Mount Pleasant. Inspection fee is payable when corrective action plan or repair plan filed with the Borough of Mount Pleasant.
8. If break-in connection is repaired only - not entire lateral - property shall still be subject to resale dye inspection. If break-in connection and entire lateral repaired, the Borough of Mount Pleasant shall extend to any homeowner or his successor or assign, an exemption for 1 year from the date of the inspection where no new inspection shall be required. On the anniversary date of the first inspection, the exemption shall terminate, cease and have no effect.

BOROUGH OF MOUNT PLEASANT RULES, REGULATIONS, ORDINANCES, AND RESOLUTIONS SHALL BE FOLLOWED IN ALL CASES. ORDINANCE NO. \_\_\_\_\_ EMPOWERS THE BOROUGH OF MOUNT PLEASANT TO DEAL WITH INFILTRA-

TION VIOLATIONS OR BREAK-IN CONNECTIONS.  
(*Ord. 592*, 5/1/2003; as amended by *Ord. 624*, 1/19/2010)