SALEM TOWNSHIP, WESTMORELAND COUNTY, PENNSYLVANIA
SANITARY SEWER LATERAL INSPECTION & TESTING PROCEDURES

As a matter of public policy, to comply with the requirements of the Commonwealth of Pennsylvania Department of Environmental Protection, eliminate infiltration and inflow (I&I) of surface water/stormwater into public sanitary sewer systems, and in the best interests of all sanitary sewer rate-payers within Salem Township and/or serviced by the Salem Township Sanitary Sewer System, private sanitary sewer service laterals must be periodically examined and tested for leaks and structural defects. If found, the lateral must be repaired or replaced. Such examination and testing will occur at time of sale, transfer, assignment, mortgage and/or hypothecation of any structure, property, or improvement situated upon real property within the Township's Sanitary Sewer System, unless otherwise exempted as set forth hereafter. Where inspection and/or testing is required, the following Rules and Regulations shall apply.

1. REQUEST FOR CERTIFICATION: At least twenty (20) days prior to the date of sale, transfer, assignment, mortgage and/or hypothecation of any property required under the Salem Township Lateral resale Ordinance, a formal request must be made to the Township seeking a determination that all laterals serving the affected property are in compliance with the Township's Lateral Resale Ordinance and any Resolutions, rules and/or regulations affecting same. Such request shall be made on a standard application for a Certificate of Compliance in the form attached hereto. This request, and receipt of a Certificate of Compliance, shall be a condition precedent to any sale, transfer, assignment, mortgage and/or hypothecation of such property. All required fees and costs must be submitted at the time application is made.

2. ACCESS TO PROPERTY: By making the aforesaid application, the requesting entity (and all owners relevant to the subject property) grants permission to the Township, and/or its employees, agents and contractors to enter (and, if necessary, to re-enter) upon and/or under the subject property to examine, inspect, and test by methods determined by the Township, the subject sanitary sewer lateral and appurtenances to determine whether such structures are leaking or structurally defective.

3. INSPECTION/TEST ADMINISTRATION (Pass/Fail): The Township, or a contracted agent of the Township, will perform all inspections and tests necessary to carry out the purpose and intent of the Township's Lateral Resale Ordinance, and, following same, will complete a summary evaluation, and where appropriate, certify to the Township that the laterals on the property are not "structurally defective".[1] Should the subject property fail the required inspection/testing, the property owner(s) and/or applicant will be timely notified of the nature and extent of any repairs that need to be

[1] A "structurally defective" lateral is defined in the Ordinance as a sewer lateral that exhibits root intrusion, separated joint(s), broken pipe(s), cracks, inflow and/or infiltration of storm, spring and/or ground water, or any other condition which lends itself to inflow and/or infiltration of water into the sewer lateral other than sanitary and/or gray water.

made prior to any sale, transfer, assignment, mortgage and/or hypothecation. In the event of a failure, no Certificate of Compliance will be issued unless and until the stated defects are cured and/or repairs or replacement has been adequately completed. In either case, the Township, its agents or assigns, shall re-inspect the subject property to determine whether repairs or replacement have been adequately completed and certification is appropriate. The cost of any re-inspection shall be born by the property Owner.

4. TEMPORARY CERTIFICATES: At the discretion of the Township, from time to time, a "Temporary Certificate" may be issued when weather conditions or other exigent circumstances prohibit the timely inspection, testing or repair of a sanitary sewer lateral. In that case, the Township may delay the formal Certification process and require the applicant to post adequate financial security with the Township to guarantee that, within a time period determined by the Township, but not to exceed ninety (90) days from the date of inspection, potential leaks or structural defects will be cured and, if necessary, all or part of the lateral line replaced. In cases when the property is being transferred, the applicant shall provide the Township with a signed, written acknowledgment from the purchaser, in a form acceptable to the Township, that should the escrowed money prove insufficient, same will be duly supplemented by the purchaser and the purchaser's permission granted for any Township inspection(s) following the transfer date. Should the purchaser fail to cooperate as stated, the Township may commence legal action to enforce these Rules and Regulations, including, but not limited to, the non-issuance or revocation of any occupancy or other permits associated with or required for the property. Further, as primary responsibility for the repair or replacement of any structural defect shall run with the land, nothing herein shall prohibit the purchaser or Township from requiring the applicant to fulfill their repair or replacement responsibilities.

5. TIME FOR REPAIR AND/OR REPLACEMENT: The identified source of possible I&I must be repaired or replaced as directed by the Township within sixty (60) days of the date written notice of same is issued to the property owner. Upon written request, the Township shall have the authority to grant an extension of no more than thirty (30) additional days to complete the repair/replacement of the subject sanitary sewer lateral line. In such case, and if the closing date is scheduled to occur prior to the expiration of the initial sixty (60) day repair/replacement period, the Township, at its sole and exclusive discretion, may issue a Temporary Certificate pursuant to Paragraph 4 herein.

6. EXCEPTIONS FROM TESTING: No inspections or testing is required for: (1) transfers between husband and wife incidental to a divorce; (2) transfers through a Decree of Distribution incidental to the administration of an Estate; or (3) a refinancing of an existing mortgage by a mortgagor who has had a visual inspection of the lateral and had action taken to correct any failure within five (5) years of the refinancing.

7. INSPECTION PROTOCOLS AND PROCEDURES:

A. A CCTV (camera inspection) of all laterals shall be performed on a property prior to the time of sale, transfer, assignment, mortgage and/or hypothecation of same.

B. Leaks or structural defects found between the property line and the structure must be remedied at the owner's expense. If during the course of inspection and testing a leak or structural defect is found between the main line of the Township's sewer and the property line, those repairs and/or line replacement may be made by Township at no cost to the rate payer.

C. Access to the lateral to complete the CCTV inspection will typically be made through a "fresh air vent" or "clean-out site". If a "fresh air vent" or "clean-out site" is not available, adequate means of access to the entire lateral must be provided by the property owner(s) at their expense.

D. CCTV inspections/testing will typically be completed between the building and the main sewer. During this process, the Township may utilize water injection into the ground in the vicinity of the lateral to determine if leakage is present. If leakage occurs and is found to be coming from under the foundation, the Township may choose to inspect/test sewer piping under the building floor.

E. Upon receipt of inspection results that demonstrate the lateral is "structurally defective," which shall constitute a failed test ("Failure" or "Failed"), such private laterals must be repaired or replaced by the property owner prior to the issuance of a certificate indicating the absence of liens on the real property in question. A "structurally defective" lateral shall be defined as a sewer lateral that exhibits root intrusion, separated joint(s), broken pipe(s), cracks, inflow and/or infiltration of storm, spring and/or ground water, or any other condition which lends itself to inflow and/or infiltration of water into the sewer lateral other than sanitary and/or gray water. This provision will be diligently enforced by the Township.

F. In such case, the defect(s) must be repaired or replaced as determined by the Township. Any such remedial work must be performed in accordance with Township's Rules, Regulations and/or the terms of any Resolutions applicable to same.

G. After any required remedial work is completed, a re-inspection of the property by the Township must take place promptly to determine if a Certificate of Compliance may be issued.

8. FEES/COSTS: Fees and costs for the above inspection and testing services are established by the Township by a separate Resolution. The fees and costs may be modified by Resolution by the Board of Supervisors from time to time hereafter.

9. REMEDY AND ENFORCEMENT. Failure of any property owner, assignee, transferee or purchaser to comply with this Section and/or any resolution, rule, procedure and/or regulation promulgated hereunder, shall be a violation of this Section, constitute and be punishable as a summary offense and, upon conviction thereof by a court of competent jurisdiction, subject to a fine of not less than THREE HUNDRED AND 00/100 ($300.00) DOLLARS nor more than SIX HUNDRED AND 00/100 ($600.00) DOLLARS . In addition to any fine imposed, the Township may initiate any other cause of action, at law or in equity, against the owner or other person in control of the property, to compel compliance with the terms of this Ordinance and/or to correct any structural defect on the property. In the event an Owner of property fails or refuses to correct any identified defect within the time frame required to do so, the Township may, at its sole discretion, enter upon the property to correct same. In such event, the Township shall charge back all costs and expenses incurred in correcting any identified defect against the property, and the Owner thereof, and collect same in any manner permitted by law, including, but not limited to, the filing and prosecution of a municipal lien against the property or a complaint in assumpsit against the Owner. All remedies of the Township provided herein are intended to be cumulative.

10. DOCUMENT OF CERTIFICATION AND INSPECTION FORMS: All forms referenced herein have been created by the Township and may be modified by Resolution of the Board of Supervisors from time to time hereafter.