

**WEST POTTSBORO TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 2024-\_\_\_\_**

**AN ORDINANCE OF WEST POTTSBORO TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA PROVIDING FOR THE INSPECTION AND REPAIR OF PRIVATE SANITARY SEWER LATERALS AND PRIVATELY OWNED SANITARY SEWER SYSTEMS: (A) UPON TRANSFER OF TITLE OF THE PROPERTY TO WHICH THE PRIVATE SANITARY SEWER LATERAL IS CONNECTED; (B) WHEN THE SANITARY SEWER MAIN TO WHICH THE PRIVATE SANITARY SEWER LATERAL IS CONNECTED IS REPLACED OR REPAIRED; OR (C) UPON INSPECTION OF THE SANITARY SEWER SYSTEM BY THE TOWNSHIP, ITS PERSONNEL, OR ITS AUTHORIZED AGENT(S), AND INSPECTION AND REPAIR OF ALL PRIVATELY OWNED SANITARY SEWER MAINS AND MANHOLES AT THE SPECIFIED INSPECTION INTERVALS FOR THE PURPOSE OF ELIMINATING THE INTRODUCTION OF GROUNDWATER OR SURFACE WATER INTO THE SANITARY SEWER SYSTEM AND PROVIDING PENALTIES FOR ANY VIOLATION THEREOF.**

**WHEREAS**, West Pottsgrove Township (“Township”) has constructed, owned, operated, and maintained a sanitary sewer collection system (“Publicly Owned Sanitary Sewer System”) for the use and benefit of the residents of the Township; and

**WHEREAS**, the Township has adopted restrictions on inflow and infiltration (“I/I”) from groundwater (infiltration) and surface water (inflow) being introduced in the Publicly Owned Sanitary Sewer System and Privately Owned Sanitary Sewer System; and

**WHEREAS**, the Township’s Engineer has provided the Township information that excessive I/I exist within parts of the Publicly Owned Sanitary Sewer System; and

**WHEREAS**, the Township concludes that a substantial amount of the I/I which exists in the Publicly Owned Sanitary Sewer System is caused by groundwater and surface water entering the private sanitary sewer laterals and privately owned sanitary sewer systems connected to the Publicly Owned Sanitary Sewer System; and

**WHEREAS**, the Township concludes that the I/I will continue to cause excessive sanitary sewer flows which may create and continue to create a direct impact to the health, safety, and welfare of the Township residents; and

**WHEREAS**, the Township concludes that the excessive I/I which has existed, and continues to exist has resulted in, and will continue to result in, increased costs for treatment and maintenance of the Public Owned Sanitary Sewer System; and

**WHEREAS**, the Township is charged and obligated to enforce its Ordinances and to protect the health, safety, and welfare of its residents; and

**WHEREAS**, the Township concludes that it is in the best interest of the residents of the Township to enact a comprehensive and systematic compliance and enforcement procedure to govern the conduct of all users of the System and to require maintenance of the private sanitary sewer laterals, private sanitary sewer mains and manholes connected to the Publicly Owned Sanitary Sewer System; and

**NOW THEREFORE, BE IT ENACTED**, by the Board of Commissioners for West Pottsgrove Township:

**ARTICLE I. RECITALS.** The above recitals shall form a part of this Ordinance as though the same were set forth herein at length.

**ARTICLE II. DEFINITIONS.** Unless the context specifically indicates otherwise, the meaning of the terms used in this Ordinance shall be as follows:

“TOWNSHIP” means West Pottsgrove Township.

“BOARD OF COMMISSIONERS” means the Board of Commissioners of West Pottsgrove Township.

“COMPLIANCE” means compliance with the provisions of this Ordinance as set forth herein, and any amendments thereto; the Township Code of West Pottsgrove Township, including, but not limited to Chapter 19; all rules, regulations, and resolutions of any applicable Municipal Authority and the Pennsylvania Department of Environmental Protection; sound engineering practice; and the standard specifications governing connection to and use of sanitary sewer collection systems.

“EMPLOYEES” means such employees, agents, consultants and designated representative or officials of West Pottsgrove Township as the Township shall, from time to time, designate and utilize in the making of the inspection and/or tests hereafter described in carrying out the duties as prescribed herein to be performed on behalf of the Township.

“I/I” means inflow and infiltration of groundwater and surface water into the sanitary sewer mains, manholes and laterals that either connect to or are a component of the public and private sanitary sewer system.

“NOTICE” means advisements of inspections and tests of the system to be performed by the Township.

“PUBLICLY OWNED SANITARY SEWER SYSTEM” means the public sanitary sewer service system located in West Pottsgrove Township. This includes all of the sanitary sewer mains, manholes, laterals (from sanitary sewer main to right of way of a road or edge of a sanitary sewer easement), pump stations and related sanitary sewer facilities.

“PRIVATELY OWNED SANITARY SEWER SYSTEM” means the private sanitary sewer service system located in West Pottsgrove Township. This includes all of the sanitary sewer

mains, manholes, laterals (from sanitary sewer main to right of way of a road or edge of a sanitary sewer easement), pump stations and related sanitary sewer facilities that are neither a part of a PUBLICLY OWNED SANITARY SEWER SYSTEM nor a part of a PRIVATE SANITARY SEWER LATERAL.

“PRIVATE SANITARY SEWER LATERAL” shall mean the sewer pipe extending from a building to the right of way of a public street or the edge of a sanitary sewer easement in all areas of West Pottsgrove Township.

“SYSTEM” shall mean all facilities for collecting, pumping, and disposing of sanitary sewage, which are owned by West Pottsgrove Township.

“SUMP PUMP” shall mean any pump connected to the Private Sanitary Sewer Lateral, or to any pipe connected to the Private Sanitary Sewer Lateral that is being used to pump or convey groundwater or surface water, into the Sanitary Sewer System.

“TRANSFER” shall mean the transfer of title to real estate when sale or gift is intended, but excluding transfers that occur for the following reasons:

- A. Conversion: a change in an entity’s form or organization, place of organization, or name;
- B. Financing Transaction: when realty is transferred by the debtor solely for the purpose of serving as security for the payment of a debt, or when no sale or debt is intended;
- C. Living Trust is established;
- D. Confirmatory or corrective Deeds; and
- E. Deeds that transfer title of ownership from a single individual into the names of the marital unit of husband and wife.

“USER” shall mean the owner, lessee, or occupant of the property on which the buildings and/or appurtenances that are connected to the System are located.

Throughout this Ordinance, references to the singular shall include the plural, and vice versa, wherever required by the context.

**ARTICLE III. INSPECTION REQUIRED UPON TRANSFER OF RESIDENTIAL PROPERTIES.**

- A. The Seller of any residential property located in the Township, which is connected to the System shall be required to retain the services of a licensed plumber or licensed utility contractor for the purposes of conducting an inspection of the private sanitary sewer lateral to ensure compliance with the provisions of this Ordinance. Said inspections shall include, among other things, a video inspection of the Private Sanitary Sewer Lateral from the

building to the point where the lateral connects to the sanitary sewer main, all of which together shall constitute the certification of compliance of Private Sanitary Sewer Lateral. The Seller shall only be responsible for the Private Sanitary Sewer Lateral. Any deficiencies in the lateral from the right of way of a roadway or edge of the easement to the sanitary sewer main shall not be the responsibility of the Seller. The four-to-six-inch connection shall be the responsibility of the Seller if this connection occurs at the edge of a right of way of a roadway or the edge of the easement.

- B. Should the Private Sanitary Sewer Lateral be found not in compliance, the lateral including cleanouts and vent pipes shall be replaced or repaired by the property owner and brought into compliance before transfer or sale of the property can be approved by the Township. If the property owner/Seller and Buyer/Purchaser of the property cannot agree upon the cost of the necessary repairs or who is to perform such repairs, an estimated amount of money will be held in escrow by a title company until the said repairs are complete. The pipe replacement or repair shall be performed by a licensed plumber or licensed utility contractor.
- C. In the event that any transfer of title occurs without the required inspection under this Ordinance having been conducted and without the Seller obtaining an approved inspection permit from the Township, the Buyer/Purchaser of the property shall be responsible for having the required inspection completed and for the submission of an approvable inspection form with required inspection video to the Township. Any claims of damages between the Seller and Buyer/Purchaser of the property for the lack of compliance with this Ordinance shall be solely a private civil matter between the parties, and shall not fall under the Township's domain, jurisdiction or authority to settle or mediate.
- D. This Article shall not apply to the initial transfer of a newly constructed building involving a new Private Sanitary Sewer Lateral connection.
- E. The Township, upon payment of the application and inspection fee and upon the Township's receipt and approval of the certification set forth in Subparagraph A above, including a copy of the televised video inspection, which shall include the certification specifically certifying that: a) no I/I enters into the Private Sanitary Sewer Lateral; b) the Private Sanitary Sewer Lateral does not require any repairs, nor contain any illegal connections; and c) that the clean-out or vent is undamaged and capped above grade the Township shall then issue a Private Sanitary Sewer Lateral inspection permit to the Seller who shall deliver said permit to the Buyer or Purchaser of the property at the time of the sale or conveyance.
- F. In the event that the property owner fails to repair or replace the Private Sanitary Sewer Lateral as required by Subparagraph B above, the Township shall be authorized as permitted by law to enter the property and repair or replace the Private Sanitary Sewer Lateral. If the Township repairs or replaces the Private Sanitary Sewer Lateral, the Township shall charge the property owner for the cost and expenses incurred by the Township to repair or replace the Private Sanitary Sewer Lateral, and the property owner

shall pay the Township within thirty (30) days of the date of the charge/invoice. In the event that the property owner fails to tender payment or fails to enter into satisfactory payment arrangements with the Township, the Township may file a municipal lien against the property pursuant to Pennsylvania's Municipal Claims Act and/or pursue other legal remedies for the collection of same.

- G. The property owner shall permit the designated Employees or agents of the Township access during reasonable hours of the day to all parts of the Property to make necessary inspections and observations, for the Township to ensure Compliance with this Ordinance.
- H. The Township does not require nor does the Township issue a Use and Occupancy certificate or a Temporary Use and Occupancy certificate for purposes of conducting an inspection of the private sanitary sewer lateral to ensure compliance with the provisions of this Ordinance, including the requirement of such an inspection upon the transfer of residential property.

**ARTICLE IV. INSPECTION REQUIRED WHEN THE TOWNSHIP INTENDS TO REPAIR OR REPLACE CONVEYANCE LINE OR WHEN THE TOWNSHIP IDENTIFIES PROBLEM LATERALS DURING ROUTINE INSPECTION OF THE SANITARY SEWER SYSTEM OR UPON A REQUIREMENT OF THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION.**

- A. Upon ten (10) days written notice from the Township that the Township intends to replace or repair a sanitary sewer conveyance line to which the User's Private Sanitary Sewer Lateral is connected or upon the Township identifying a problem with any Private Sanitary Sewer Lateral during a routine inspection of the sanitary sewer system, all affected Users of the System shall make an appointment with the Township to allow the User's Private Sanitary Sewer Lateral to be inspected in accordance with the terms and conditions set forth herein to determine Compliance.
- B. Upon completion of an inspection by the Township, if the Private Sanitary Sewer Lateral is found not to be in compliance with the terms of this Ordinance and other applicable Township regulations, the lateral, including all cleanouts and vent pipes, shall be replaced or repaired and brought into Compliance by the property owner, within thirty (30) days of notice of the non-compliance of the System. The pipe replacement or repair shall be performed by a licensed plumber or licensed utility contractor.
- C. The purpose of the inspection required by this Ordinance is to remove any I/I from entering into the Private Sanitary Sewer Lateral; to ensure that there are no holes or damage in or to the Private Sanitary Sewer Lateral; to verify that all clean-outs and/or vents are properly capped above ground and not damaged; and to identify and remove any roof leaders, yard or driveway drains or sump pumps connections as well as any other potential sources of I/I in or to the laterals throughout the Township.
- D. The Township shall not charge the User for the inspection required by this Article IV.

- E. In the event that the property owner fails to repair or replace the Private Sanitary Sewer Lateral as required by Subparagraph B above, the Township shall be authorized as permitted by law to enter the property and replace the Private Sanitary Sewer Lateral. If the Township repairs or replaces the Private Sanitary Sewer Lateral, the Township shall charge the property owner for the cost and expenses incurred by the Township to repair or replace the Private Sanitary Sewer Lateral, and the property owner shall pay the Township within thirty (30) days of the date of the charge/invoice. In the event that the property owner fails to tender payment or fails to enter into satisfactory payment arrangements with the Township, the Township may file a municipal lien against the property pursuant to Pennsylvania's Municipal Claims Act and/or pursue other legal remedies for the collection of same.
- F. The property owner shall permit the designated Employees or agents of the Township access during reasonable hours of the day to all parts of the Property to make necessary inspections and observations, for the Township to ensure Compliance with this Ordinance.

**ARTICLE V. PRIVATELY OWNED SANITARY SEWER SYSTEMS.**

- A. All Privately Owned Sanitary Sewer Systems are to have their sanitary sewer mains, manholes and laterals that are not part of the Private Sanitary Sewer Lateral inspected and repaired on the schedule that is outlined in Paragraph B below. The owners of each Privately Owned Sanitary Sewer System will be responsible to inspect, repair if necessary and obtain an approved Private Sanitary Sewer System inspection form which, once approved by the Township, will be the Private Sanitary Sewer System permit.
- B. The Owners (Individual, Corporation, Homeowners Association or Other Entity) that own a Private Sanitary Sewer System in West Pottsgrove Township must comply with the following ten (10) year cycle for the inspection and repairs of all Privately Owned Sanitary Sewer Systems:
  - 1. The Owner of a Private Sanitary Sewer System must have their Private Sanitary Sewer System video inspection performed by a licensed plumber or licensed utility contractor in every year ending in the number four (4) (i.e. 2024, 2034, 2044)
  - 2. The Owner of the Private Sanitary Sewer System shall obtain a cost estimate for any repairs that are identified either as a result of the inspection or as noted by the Township, which cost estimate must be obtained no later than any year ending in the number five (5) (i.e. 2025, 2035, 2045). This schedule for obtaining a cost estimate will enable the Owner time to secure sufficient funds to pay for the necessary repairs.
  - 3. The Owner shall perform the required repairs and provide an updated inspection form with a video inspection to the Township documenting that the Private Sanitary Sewer System has had all repairs completed and that the Private Sanitary Sewer System complies with all Township

requirements which shall be completed and provided to the Township in every year ending in the number six (6) (i.e. 2026, 2036, 2046). Submissions by the Owner to the Township for extension of time to perform repairs based upon Owner's claim of hardship, as set forth in Paragraph 4 below, shall be submitted prior to September of any year ending in the number six (6).

4. The Owner of a Private Sanitary Sewer System may request a one (1) year extension to perform the required repairs by applying for a hardship to the Township, which shall be determined as approved solely in the Township's discretion the Owner shall provide to the Township the basis for any claimed hardship with documentation of the hardship to the Township, and shall further provide certification that the required work, regardless of the hardship, will be completed in the year ending in the number seven (7) (i.e. 2027, 2037, 2047).

**ARTICLE VI. NON RESIDENTIAL UNIT AND APARTMENT COMPLEX INSPECTION SCHEDULE AND REQUIREMENTS.**

- A. All Non Residential Units and Apartment Complexes are to have their laterals inspected and repaired on the schedule that is outlined in Paragraph B below. The property owners of each Non Residential Unit or Apartment Complex will be responsible to inspect, repair if necessary and obtain an approved lateral inspection form which, once approved by the Township, will be the private sanitary sewer lateral permit.
- B. The property owners of the all Non Residential Units and Apartment Complexes must comply with the following ten (10) year cycle for the inspection and repairs of all Private Sanitary Sewer Laterals:
  1. The Non-Residential Unit or Apartment Complex property owner's Private Sanitary Sewer Laterals must be visually inspected with a video inspection performed by a licensed plumber or licensed utility contractor in every year ending in the number four (4) (i.e. 2024, 2034, 2044)
  2. The Non Residential Unit or Apartment Complex property owner's Private Sanitary Sewer Laterals shall obtain a cost estimate for any repairs that are identified either as a result of the inspection or as noted by the Township, which cost estimate must be obtained no later than any year ending in the number five (5) (i.e. 2025, 2035, 2045). This schedule for obtaining a cost estimate will enable the Non Residential Unit or Apartment Complex property owner to secure sufficient funds to pay for the necessary repairs.
  3. The Non-Residential Unit or Apartment Complex property owner shall perform the required repairs and provide an updated inspection form with a video inspection to the Township documenting that the Private Sanitary Sewer Lateral has had all repairs completed and that the Private Sanitary

Sewer Lateral complies with all Township requirements which shall be completed and provided to the Township in every year ending in the number six (6) (i.e. 2026, 2036, 2046). Submissions by Non-Residential Unit or Apartment Complex property owner to the Township for extension of time to perform repairs based upon owners of the Non-Residential Unit or Apartment Complex property owner's claim of hardship, as set forth in Paragraph 4 below, shall be submitted prior to September of any year ending in the number six (6).

4. The Non-Residential Unit or Apartment Complex property owner may request a one (1) year extension to perform the required repairs by applying for a hardship to the Township, which shall be determined as approved solely in the Township's discretion the Non-Residential Unit or Apartment Complex property owner shall provide to the Township the basis for any claimed hardship with documentation of the hardship to the Township, and shall further provide certification that the required work, regardless of the hardship, will be completed in the year ending in the number seven (7) (i.e. 2027, 2037, 2047).

#### **ARTICLE VII. NON-COMPLIANCE.**

- A. In the event a User (including any Private Sanitary Sewer System Owner, Non-Residential Unit Owner or Apartment Complex Owner) refuses to comply with any of the terms or conditions of Article III through Article VI hereinabove, a surcharge of Twenty-Five Dollars (\$25.00) per month for each and every month that said non-compliance exists shall be imposed by the Township upon the property owner, in addition to all other charges authorized and imposed under law. Should a User continue to refuse to comply for a period of sixty (60) days after the Final Notice of Non-Compliance, the surcharge shall be increased to Fifty Dollars (\$50.00) per month for each and every month that said non-compliance exists shall be imposed by the Township to the property owner, in addition to all other charges authorized and imposed under law.
- B. In the event a User claims to be in compliance with the inspection requirements of Article III through Article VI, above, but the Township determines that the buildings and/or appurtenances of said User are not in Compliance, then and in such event, the Township by its designated employee, shall provide written notice to the User, who shall be required to commence corrective work and achieve Compliance within forty-five (45) days of the date of the Notice.
- C. After notice to the User as required in Paragraph B above, and in the event that the building and/or appurtenances of the User are still determined by the Township not to be in Compliance following the time period for corrective work set forth in paragraph B of this subpart expires, and the User refuses or fails to bring the buildings and/or appurtenances into Compliance, a surcharge of Fifty Dollars (\$50.00) per month as set forth in Paragraph A above, shall be imposed for each User not in compliance, in addition to all other charges authorized and imposed under any applicable law, which violation fines shall commence

at the billing period immediately following the date of the inspection or testing by the Township or the date that such non-compliance was determined

D. The surcharge referred to herein shall be removed upon the following conditions:

1. The User utilizing the System executes a Grant of Inspection to the Township; *and*
2. The Township or its authorized agent inspects and/or performs tests on the building and/or appurtenances connected to the System and determines that the buildings and/or appurtenances connected to the System to be in Compliance

E. In the event that subsequent inspections and/or tests of a property previously in Compliance with this Ordinance determine that the property no longer complies with the Ordinance, the terms and provisions of Article VII shall apply, except the User shall also be liable for the payment of a sum equal to the number of the months since the original determination of Compliance was made, multiplied by the monthly surcharge amount provided for in Article VII, Paragraph C, for knowingly, willfully and/or intentionally creating or permitting such violation to commence and continue. An example of non-compliance reoccurrence is when a reconnection of a Sump Pump or other prohibited connection is discovered.

**ARTICLE VIII. PENALTY FOR NON-COMPLIANCE.**

In the event a User is determined to be non-compliant of a second or subsequent time, then the User shall be liable for the payment of a sum equal to One Thousand Dollars (\$1,000.00) per day, plus an amount equal to the sum of the months since the original non-compliance was corrected (and if never corrected, from the date of such non-compliance determination), multiplied by the monthly surcharge amount provided for in Article VII.

**ARTICLE IX. VIOLATIONS.**

Any User violating any of the provisions of this Ordinance shall be liable to the Township for any and all expenses, costs, and fees including, but not limited to, reasonable attorney's fees, occasioned or caused to the Township by reason of seeking enforcement of such Ordinance against the violator, as well as for any losses or damages occasioned or caused to the Township by reason of such violation.

**ARTICLE X. REMEDIES.**

The Township shall have full power and authority to invoke any legal, equitable, or special remedy for the enforcement of this Ordinance.

**ARTICLE XI. SUPPLEMENTAL ORDINANCE.**

This Ordinance shall be deemed supplemental to all other Ordinances and provisions of the Township for enforcement and compliance purposes, and shall not be deemed to amend or rescind said other Ordinances and provisions; further that any fines, fees, charges, or penalties levied or imposed pursuant to this Ordinance shall be in addition to any fines, fees, charges, or penalties levied or imposed pursuant to all other Ordinances and provisions of the Township.

**ARTICLE XII. SEVERABILITY.**

The provisions of this Ordinance shall be deemed severable, and should any section or part hereof be deemed invalid or unenforceable by the Courts of the Commonwealth of Pennsylvania, such section, clause, sentence, or provision shall be deemed stricken and the invalid or unenforceable part shall not affect the validity or enforceability of any other part or parts of this Ordinance which can be given effect without such part or parts as may be so deemed invalid or unenforceable.

**ARTICLE XIII. EFFECTIVE DATE.**

This Ordinance shall become effectively immediately upon enactment.

**ENACTED AND ORDAINED** into law this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by the Board of Commissioners of West Pottsgrove Township, Montgomery County, Pennsylvania.

\_\_\_\_\_  
Stephen Miller, President

ATTEST: \_\_\_\_\_  
Courtney Harris, Secretary