

SECTION 5 - TIME OF SALE – TESTING REQUIREMENTS

For all property sold within the Township you are required to complete a No-Lien Letter Application, a Dye Test Application and a Lateral Inspection Application. Please contact the Rostraver Township Sewage Authority Office for any questions at 724-930-7667 during regular business hours. (Monday through Friday, 8 am to 4 pm). Such testing/inspection are condition-precedents to any sale of property.

Please see Appendix C for time of sale testing requirements, forms, applications, instructions, and standard fees.

A. General:

If a sale of a home/business occurs, a no-lien letter must be secured and both a dye test and sanitary sewer lateral test must be performed. If a Lateral Inspection has already been performed within a 5-year period or the home is newly constructed, a new CCTV lateral inspection is not required, and only the basic dye test will be required. Rostraver Township Sewage Authority only confirms the condition of the lateral as of the date of the most recent inspection, and cannot aver that changes have not occurred since that date. The Buyer always has the right to request that a lateral testing be performed.

B. OBLIGATIONS OF SELLER/PURCHASER

1. Any person completing a Property Sale of real estate located within the Rostraver Township shall make application on a form furnished by the Authority for a Document of Certification. The Document of Certification is an official statement stating that there are no illegal storm surface water connections into the sanitary sewer connections on the property to be sold, and that there is sufficient pipe integrity pursuant to standards announced below of the sanitary lateral.
2. Requests for time of sale testing/inspections must be made to the Authority with 14-days notice.
3. The property representative will be responsible for a payment as outlined in the Standard Fee Schedule as attached to Appendix C of these Rules and Regulations, relating to Time of Sale Requirements. The base fee for the combined dye test/lateral video inspection will be Two Hundred (\$200.00) Dollars for up to 100' of lateral inspected. Any lateral greater than 100' in length will have an additional inspection charge of fifty (\$0.50) cents per foot (due after the inspection has been completed). Please see the aforementioned Standard Fee Schedule for additional fees required under these Rules and Regulations.
4. The application for a Document of Certification shall be submitted to the Authority for any Property Sale involving real estate on which a building or other improvement exists and which receives public sanitary sewer service through RTSA. Said Document of Certification must be completed by the Authority's designated agent for the required tests and inspection.

5. Authority personnel (or a contracted and authorized agent of the Authority) will perform a dye test and/or closed-circuit television inspection on the property to be sold. That individual shall complete the appropriate portions on the form and certify that the property has been tested and the results of such tests.
6. When an illegal storm or surface water connection is discovered by means of the above-mentioned dye testing, and/or if a material defect is discovered, NO Document of Certification will be executed until the illegal connections/defects are removed and certification of such removal is verified by Authority personnel or their designated agent(s). All discovered defects must be removed and/or repaired, regardless of whether or not sale or transfer ultimately occurs.
7. At the time of the application for the Document of Certification, the Seller of such property, Real Estate Broker or Agent listing said property for sale, shall request that the water company provide a final meter reading to such property and should request from the Authority a No-Lien Letter reflecting the status of sewage liens upon such property and the amount due for current sewage service to the date of the final meter reading.
8. At the time of the final meter reading, sewage service provided to such property by the Authority shall be the responsibility of the Purchaser of the property or Tenant and they shall have made application/notification to RTSA as required by the Rules and Regulations. If such application for continued water service is made on behalf of the Purchaser or Tenant by a duly authorized Agent, the Purchaser or Tenant and such Agent shall be individually and jointly liable and obligated to pay for sewage service provided by the Authority until such time as the Purchaser or Tenant has executed a written application for sewage service.
9. The Seller, or the Real Estate Broker or Agent listing such property for sale, shall, at the time of closing or before, present the final meter reading and No-Lien Letter to the appropriate closing officer and all amounts due to the Authority for sewage service provided prior to the time of the final meter reading shall be paid at the closing.
10. Exceptions: Properties not served by the RTSA public sanitary sewer system are exempt from testing. Also exempt from testing are new homes that have been constructed in accordance with a valid building permit and have been inspected by the Township Building Inspector and the RTSA personnel and have not been formerly occupied.

In order for property owner to address any observed defects in a timely fashion, it is recommended that this inspection be done as soon as possible upon property listing. Failure to comply with the Authority's Rules & Regulations can result in a delayed real estate closing, penalties and fines including legal costs.

C. TESTING PROCEDURES

1. CCTV inspection and/or dye test shall be completed on a property at the time of sale of a property located within the boundaries of Rostraver Township. It should be noted that such inspections are intended for RTSA purposes only and should not be relied upon by Seller or

Buyer as a warranty of any kind regarding the future condition of said line.

2. When a property requires a dye test or lateral inspection, a representative of the property shall contact the Authority to schedule the inspection with at least 14 days' notice.
3. Property owner or representative must be on site while during the entire inspection.
4. The basic dye test will be completed on every property which is transferred/sold. The basic dye test is meant to identify and direct illegal connections from the system and/or problems with vents, cleanouts, etc.
 - a. The dye test will be completed by Authority personnel and be conducted on storm water facilities such as area drains, downspouts, sump pumps, etc. Water must be made available at the property to complete the dye test. If none is available, the Authority will supply the water required for testing.
 - b. Dye will be placed in these storm water facilities (or other techniques will be utilized) and the Authority personnel will verify that these facilities are not connected to the sanitary sewers.
 - c. In the event water from an improper source is discovered entering the sanitary sewer during the inspection, the test will be deemed a failure.
5. CCTV Inspection:
 - a. The CCTV inspection on a property will only be mandated if the time between property transfers exceeds five (5) years. However, no representation will be made by the Authority that the condition of the lateral has not deteriorated since the time of the last inspection. Under these circumstances, a basic dye test still must be conducted by Authority personnel, and the current property owner or potential buyer may request a new CCTV inspection to be completed by the Authority in accordance with the attached fee schedule.
 - b. Access to the lateral to complete the CCTV inspection will typically be made through a "fresh air" vent or clean out. In instances where a "fresh air" vent or clean out is not available, adequate means of access to the entire lateral must be provided by the property owner at their expense. Such alternative access may need to be installed by a plumber.
 - c. CCTV inspections will typically be completed from the building to the main sewer. During the CCTV inspection, the Authority may utilize water injection into the ground in the vicinity of the sanitary sewer lateral to determine if leakage is present. If in the event leakage is observed coming from under the foundation, the Authority reserves the right to inspect the sanitary sewer piping under the building floor. Inspections will in most cases be completed by Authority personnel utilizing Authority CCTV equipment. The NASSCO pipe assessment standards will be used to determine pipe defects. Any defects found to have a Level 3 or higher shall be deemed a failure. Multiple Level 2 defects (greater than 3 in number) in a given lateral may also be deemed a failure.
6. It will be the responsibility of the homeowner to remove all said improper connections, or make any necessary repairs to the sanitary line at their expense. If during the course of the

testing/inspection a defect is found on any portion of the lateral that is deemed to be owned by the Authority (typically between the main sewer and the property line), those repairs may be made by the Authority at no expense to the property owner. In most cases, lateral defects that are identified within RTSA rights-of-way and under roads will generally be repaired by the Authority at no direct cost to the property owner, unless such is damage resulting from the private property owner's lines or defects.

7. If a failure exists, it is the requirement of the property owner to replace/reline the Lateral Sanitary Sewer at their own expense, regardless of whether a property sale or transfer is completed. Work shall be in accordance with these Rules and Regulations. Inspection of all work shall be completed by Authority personnel. Any fees pertaining to these inspections shall be the responsibility of the homeowner. All work must be completed within thirty (30) days of the deemed failure unless a time extension is granted by the Authority. After the repairs are complete, a re-inspection must be scheduled.
8. After the repairs are made, the property representative must arrange for a re-inspection by RTSA. If the subsequent inspection passes, a Document of Certification will be issued.

D. TEMPORARY CERTIFICATION DOCUMENTS

A Temporary Document of Certification may be issued at the Municipal Authority's sole discretion when either:

1. Applicant proves to the satisfaction of the Authority that time of sale testing or repairs cannot be performed because of weather conditions. When such is the case, the applicant shall provide the Municipal Authority with security in the amount of Ten Thousand (\$10,000.00) Dollars (or an amount mutually agreeable to all parties including RTSA, seller, buyer and closing agent) to guarantee that the required inspections will be performed and potential defects corrected. In addition, the applicant shall provide a signed, written acknowledgment, in a form acceptable to the Authority, from the buyer and seller agreeing to correct, at seller and/or purchaser's sole expense, any violations that may be discovered as a result of required inspections. See Temporary Document of Certification Agreement as attached to Appendix C of these Rules and Regulations.

Nothing in this subsection shall prohibit any purchaser from requiring the applicant/seller to reimburse the purchaser for any costs incurred provided, however, primary liability shall run with the land and no such agreement shall affect municipality's/authority's enforcement powers.

2. When an illegal storm or surface water connection is and/or a lateral defect is discovered and the necessary remedial activities to correct such connection would require a length of time due to weather conditions or to create a practical hardship for the applicant, applicant may apply for a Temporary Document of Certification. Such Temporary Document of Certification may only be issued when the applicant provides the Authority with all of the following: (i) security in the amount not less than the Ten Thousand (10,000.00) Dollars, in a form acceptable to the Authority; and (ii) an agreement by the purchaser in a form acceptable to the Authority to be responsible for all cost over-runs related to the remedial work.

3. In addition to the Authority's right to deem the amount of security forfeited, the Authority also reserves the right to prosecute the seller or purchaser, after having received notice from the Authority of a date by which repairs must be made.

All Temporary Documents of Certification shall automatically expire six (6) months from the date of issuance at which time any security posted shall be forfeited.

E. APPEAL PROCEDURES - In the event the property representative wishes to appeal a failure decision, the following rules shall apply:

1. The Authority hereby creates an Appeals Board pursuant to Resolution No 2021-4 to hear technical disputes from persons who disagree with the results of an inspection of the sewer lateral ("Appellants") conducted pursuant to these Rules and Regulations or the amount and type of work to be done as a result of the inspection.
2. The sole grounds for a challenge to said inspection shall be whether the findings of the inspection are appropriate or whether the amount and type of work ordered to be completed is appropriate. No challenges shall be heard that are based upon financial concerns or a homeowner's inability to pay for any indicated repairs. Any request to the Authority by a property owner for a time extension for performing repairs due to financial hardship will be considered on a case by case basis by the Authority Board outside of this Appeals process.
3. The Appeals Board shall consist of 3 (three) members (the "Members"), appointed by the Authority Board.
4. The terms of the Members shall be at the will of the Authority Board and shall be for a period of indefinite length.
5. The Authority Board shall name one of the Members as Chairman of the Appeals Board; the duties of the Chairman shall include, but not be limited to, the following:
 - i. Conduct and lead any review hearing brought hereunder.
 - ii. Determine the place and time of meeting for such a review.
6. Appellants desiring to bring a matter in front of the Appeals Board shall provide written notice of such desire to the Authority no later than 20 days from the receipt of the results of an inspection of the sewer lateral on the effected property. A hearing will be scheduled as soon as possible, but in no event greater than 30 days from receipt of the written request.
7. Appellants may attend a hearing with the representation of counsel and may, at their cost, provide means by which the hearing will be recorded.
8. Appellants shall be provided a reasonable amount of time, but in any event, not to exceed 30 minutes, to present evidence and arguments in front of the Appeals Board.

9. Within 3 (three) business days of the hearing, the Appeals Board shall render a written decision on the matter.
10. The decision of the Appeals Board shall be based on the vote of 2 of the 3 Members. However, all 3 Members must be present for voting, unless special circumstances dictate otherwise.
11. The decision of the Appeals Board shall be final.
12. The Appeals Board shall provide a written summary of the hearing to the Appellant and the Authority Board on a form to be established by the Authority Board.