

**CHELTENHAM TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF CHELTENHAM AMENDING CHAPTER 238, SEWERS, OF THE TOWNSHIP OF CHELTENHAM CODE OF ORDINANCES, AS AMENDED, TO PROVIDE NEW SUBSECTIONS REGULATING PRIVATE SANITARY SEWER LATERAL MAINTENANCE, CORRECTION, REPLACEMENT AND REPAIR AND SETTING FORTH THE TOWNSHIP'S REMEDIES.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Commissioners of the Township of Cheltenham, Montgomery County, Pennsylvania, and IT IS HEREBY ENACTED AND ORDAINED by the authority of the same, as follows:

Section 1. Chapter 238, Sewers, of the Code of Ordinances of the Township of Cheltenham, as amended, is further amended to add the following new Subsections 238-14.2 and 238-14.3:

§238-14.2. Private Sanitary Sewer Lateral Maintenance and Repair Requirements

A. Definitions For the purposes of this Chapter, the following words will have the meanings set forth hereafter:

- a. *Cartway* means the portion of a street or alley intended for vehicular use.
- b. *Private Sanitary Sewer Lateral* or *Private Lateral* means a privately-owned service line which transports or which is designed to transport wastewater from an individual building or buildings to a publicly-owned Sewer Main.
- c. *Sewer* means a pipe or drain used to carry off liquid and solid sewage.
- d. *Sewer Main* means a publicly owned Sewer conveyance line contained within or under the Cartway or a public right-of-way. Such lines are generally 8" in diameter or larger.
- e. *Township Engineer* means the Township Engineer or his/her designee.

B. Private Sanitary Sewer Lateral Defects

- a. A Private Lateral shall be considered defective and require immediate repair if one or more of the following is present in the Private Lateral:

- i. evidence of pipe or joint deterioration;
- ii. root intrusion into a pipe which separates a pipe joint or enlarges an existing crack;
- iii. a misaligned pipe segment, sag, or lack of positive gradient;
- iv. a lack of necessary cleanout cap or manhole cover;
- v. the existence of a curb trap vent;
- vi. a downspout, drain, line, hose or other connection which allows stormwater, surface water, groundwater, roof runoff, subsurface drainage or other extraneous water to enter the public sanitary Sewer system; or
- vii. a flaw which allows the discharge of sewage into the surrounding soil or onto or into any property or the introduction of extraneous water into the public sanitary Sewer system.

C. Private Sanitary Sewer Lateral Maintenance Required

- a. The owner of property containing a Private Sanitary Sewer Lateral shall be fully responsible for the proper maintenance of the Private Lateral and the immediate repair, replacement or correction of defects in the Private Lateral, as applicable. Maintenance and repair shall include, but not be limited to, the following:
 - i. clearing obstructions from the Private Lateral from the structure or dwelling to the Sewer Main. If the owner of the property is unable to clear an obstruction within the portion of the Private Lateral located within the Cartway, and provides the Township with conclusive evidence of the obstruction within the Cartway by closed circuit television inspection or exposure of the Private Lateral at the curb for visual inspection, the Township may, at its discretion, complete that maintenance at the expense of the owner of the property, in accordance with the Township Fee Schedule;
 - ii. repairing a defect in the portion of the Private Lateral from the structure or dwelling unit to the curb or edge of pavement, as applicable, which defect allows the introduction of extraneous flow of debris or water into the Township's sanitary Sewer system. If there is no Cartway adjoining the property on which the subject dwelling, building or other structure is located, then the owner of such property shall be responsible for all repairs of such defect(s) throughout the Private Lateral;
 - iii. repairing a defect in the portion of the Private Lateral from the structure or dwelling to the curb or edge of pavement, as applicable, which defect

allows the discharge of sewage into the surrounding soil or onto or into any property. If there is no Cartway adjoining the property on which the subject dwelling, building or other structure is located, then the owner of the property shall be responsible for all repairs of such defect(s) throughout the Private Lateral; and

- iv. keeping a Private Lateral clean-out cap watertight and in place.

D. Testing and Notice of Defective Private Lateral

- a. The Township or its contractor (hereinafter, "Township") may periodically perform tests to confirm the integrity of its sanitary Sewer system, including smoke testing, dyed water testing, air testing, closed circuit television inspection, or other testing and inspection techniques. Some of this testing may involve the connection of the Private Lateral to the public sanitary Sewer main as well as the Private Lateral itself. If the Township performs a closed circuit television inspection of a portion of a Private Lateral, the Township will provide the property owner with a copy of the inspection report.
- b. The Township Engineer or the Township's contractor may identify defects in a Private Lateral from the tests or inspections provided above.
- c. If the Township Engineer identifies a defective Private Lateral or a condition which interferes with the proper operation of a Private Lateral, the Township shall send the property owner written notice of the defect or condition, including a statement that the Private Lateral shall be repaired, replaced or corrected within ninety (90) calendar days of the notice, except as otherwise provided in Subsection d. below.
- d. The property owner shall repair, replace or correct the defect or condition, as applicable, within ninety (90) calendar days of the date of the written notice; provided however, that only for those property owners receiving written notice from the Township dated or prior to December 31, 2016, such property owners shall repair, replace or correct the defect or condition, as applicable, within one hundred twenty (120) calendar days of the Township's written notice.
- e. An owner who prefers to obtain their own televising and testing of their Private Lateral, or who objects to the televising and/or testing of their Private Lateral by the Township, shall provide written notice to the Township of the preference and/or objection, setting forth their intention to do the televising and testing themselves, within thirty (30) days of the mailing of notice from the Township that the owner's Private Lateral will be televised and/or tested. Such an owner shall be responsible to have their Private Lateral televised and tested at their sole cost and expense and shall provide an original recording of such televising and testing to the Township Sewer Department, recorded and produced in strict accordance with regulations adopted by the Township, within thirty (30) days of

the notice of such preference and/or objection. If the recording fails to strictly comply with the Township's regulations, additional televising and/or testing shall be undertaken and completed by the owner until the recording strictly complies with such regulations in the exclusive determination of the Township Engineer. An owner who prefers to obtain their own televising and testing of their Private Lateral, or who objects to the televising and/or testing of their Private Lateral by the Township, but fails to comply with this Subsection e. after ten (10) days' written notice to so comply, mailed to their last-known address, shall be deemed to have provided consent for the televising, testing and inspection of their Private Lateral by the Township, and the Township may thereafter perform such televising, testing and inspection without further notice to the owner.

E. Repair, Replacement or Correction Required

- a. A property owner shall repair or replace or correct a defective Private Lateral as indicated in §238-14.2.C.a. The property owner shall pay all required fees and obtain a plumbing permit from the Township before performing the repair or replacement or correction of a defective Private Lateral. The time limit set forth in §238-14.2.D.d. for a Private Lateral repair, replacement or correction which has been identified in accordance with §238-14.2.D.c., shall supersede any other plumbing permit time limits.
- b. If sewage appears on the surface of a property or sewage leaks from a Private Lateral located on a property, the property owner of such Private Lateral shall:
 - i. immediately stop the discharge of sewage;
 - ii. remediate the site not later than 24 hours after the owner has received notice from the Township or otherwise of the appearance of sewage or the leak of sewage; and
 - iii. immediately complete all necessary repairs or replacement of the Private Lateral, but in no event later than ninety (90) days after the owner has received notice from the Township or otherwise of the appearance of sewage or the leak of sewage.
- c. A person who repairs an existing Private Lateral or replaces a new Private Lateral or corrects a Private Lateral shall perform the repair, replacement or correction as prescribed by the Township Code.

F. Post-Repair and Post-Replacement Inspection and Testing Requirements

- a. After a property owner has repaired or replaced or corrected a defective Private Lateral, the Township shall inspect the Private Lateral to determine whether it complies with this Chapter.

- b. If a Private Lateral fails the Township’s post-repair or post-replacement or post-correction inspection or test, the property owner shall perform such additional repairs and/or replacements and/or corrections as are required by the Township to repair, replace or correct the defect, as applicable.

§238-14.3 Remedies

- A. Remedies – Municipal Claims and Liens.** If the replacement or repair or correction of the Private Lateral as identified in §238-14.2.D.c. is not completed by the property owner within ninety (90) calendar days of the date of the written notice (or one hundred-twenty (120) calendar days if applicable pursuant to §238-14.2.D.d.), then the repair or replacement or correction, as applicable, may be completed by the Township. The Township shall mail a bill(s) for the costs of the repair, replacement or correction, as applicable, to the property owner to the owner’s last known address. All delinquent bills shall be collected by the Township in any manner permitted and authorized by law. Costs of the replacement, repair or other correction of the condition which is subsequently completed by the Township shall be entered as a lien against the subject property so connected to and served by the public Sewer system, which lien shall be filed in the office of the Prothonotary of Montgomery County, Pennsylvania, in the manner provided by law for the filing of municipal claims and liens.

- B. Remedies – Civil Penalty and Other Remedies.** Any person who violates any of the provisions of this Ordinance, whether intentionally or through neglect or omission, shall, if judgment is entered against them, be responsible to pay a civil penalty not to exceed \$1,000 per violation, plus costs of suit and/or shall be subject to all other remedies available to the Township, at law or in equity, or both. Each day that a violation occurs shall constitute a separate violation. The aforesaid civil penalty shall not be the exclusive remedy of the Township.

- C. Remedies Cumulative.** The remedies set forth in this Subsection are cumulative and in addition to, not exclusive of or in substitution for, any other remedies, at law or equity, otherwise available to the Township.

Section 2. Severability. The provisions of this Ordinance are intended to be severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Board that this Ordinance would have been adopted even if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

Section 3. Failure to Enforce Not a Waiver. The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

Section 4. Repealer. All Ordinances, or parts of Ordinances, of the Township which shall be inconsistent with this Ordinance shall be, and the same expressly are, repealed.

Section 5. Effective Date. This Ordinance shall become effective immediately upon enactment.

ENACTED AND ORDAINED, this _____ day of _____, A.D. 2016.

**BOARD OF COMMISSIONERS
TOWNSHIP OF CHELTENHAM**

Attest: _____ By: _____
Bryan T. Havir, Manager/Secretary **Morton J. Simon, Jr., President**