



Office Address:
1100 Mensch Dam Road
Pennsburg, PA 18073

Serving the Boroughs of East Greenville, Pennsburg, and Red Hill

Telephone: 215.679.5133

Facsimile: 215.679.5206

NOTICE OF LATERAL INSPECTION REQUIREMENT:

All Private Sanitary Sewer Facilities situate on Real Estate which is connected to and served by the Authority's System are subject to inspection and testing prior to the sale or transfer of the Real Estate or upgrade or remodel of a building or other improvement situate on the Real Estate to which one or more Sewer Fixtures is added ("Upgrade") in accordance with these Regulations.

The owner of the Real Estate shall file a Request for Inspection on the form prescribed by the Authority at least 30 (thirty) days prior to the settlement date or deed execution date for the transfer of the Real Estate or commencement of work for the Upgrade.

1. In the event that the Authority determines, as a result of the inspection and testing described herein, that remediation work is necessary, said remediation work shall be completed by the owner in accordance with the Inspection Report as soon as possible prior to the settlement date or deed execution date for the transfer of the Real Estate or commencement of work for the Upgrade.
2. The owner shall schedule the remediation work following the procedures set forth in the Protocol. Prior to the commencement of the remediation work, the owner shall provide the Authority with the anticipated date(s) of the remediation work. The Authority, in its sole discretion, may be present to inspect the remediation work while in progress.
3. Upon completion of the remediation work, the owner shall notify the Authority in writing that the remediation work has been completed, after which the Authority will schedule an inspection. If the Authority determines that no further remediation work is necessary, the Authority shall issue a Determination of Compliance. If the Authority determines that additional remediation work is necessary, it will issue a revised Inspection Report in accordance with these Regulations setting forth the remediation work required.
4. In the event that a Determination of Compliance has not been issued prior the sale or transfer of the Real Estate because the owner will not have completed the remediation work, then one of the following must occur:
 - a. The sale or transfer of Real Estate shall be postponed until such time as a Determination of Compliance is issued; or

b. The buyer or proposed transferee of the Real Estate shall execute an agreement with the Authority agreeing to perform the remediation work required by the Authority no later than thirty (30) days following the settlement date or deed execution date for the transfer of the Real Estate and shall fully comply with these Regulations at his/her/its sole expense ("Buyer Agreement"); and

(1) The Buyer Agreement shall require that funds be placed in escrow with the Authority to pay for the remediation work plus twenty percent (20%) contingency and costs. The Buyer Agreement shall state that in the event that the remediation work is not completed as required, the Authority shall have the right to utilize the escrowed funds to have the remediation work performed and to reimburse the Authority for all of its administrative, professional and legal costs in connection with preparation and administration of the Buyer Agreement. The Agreement shall further state that the buyer of the Real Estate authorizes the Authority to enter onto the Real Estate, enter into the residence or any other buildings situate on said Real Estate, and perform any and all work necessary to complete the remediation work. The Authority further has the right to lien said Real Estate for the unpaid balance of the costs related the remediation work incurred by the Authority.

(2) The Buyer or transferee shall pay the Authority the cost of preparation of the Buyer Agreement and establishing the escrow account, as further set forth in the Buyer Agreement.

c. Upon satisfactory completion of the remediation work, the Authority shall issue a Determination of Compliance and return any funds remaining in the escrow account to the party specified in the Buyer Agreement.

5. In the event of a sheriff's sale or other involuntary transfer of the Real Estate, the buyer or transferee shall assume the sole responsibility and expense for obtaining a Determination of Compliance including, but not limited to, performing any necessary remediation work in accordance with this Section.

6. In the event that a Determination of Compliance has not been issued prior the sale or transfer of the Real Estate because the owner will not have completed the remediation work, then one of the following must occur:

d. The sale or transfer of Real Estate shall be postponed until such time as a Determination of Compliance is issued; or

e. The buyer or proposed transferee of the Real Estate shall execute an agreement with the Authority agreeing to perform the remediation work required by the Authority no later than thirty (30) days following the settlement date or deed execution date for the transfer of the Real Estate and shall fully comply with these Regulations at his/her/its sole expense ("Buyer Agreement"); and

(3) The Buyer Agreement shall require that funds be placed in escrow with the Authority to pay for the remediation work plus twenty percent (20%) contingency and costs. The Buyer Agreement shall state that in the event that the remediation work is not completed as required, the Authority shall have the right to utilize the escrowed funds to have the remediation work performed and to reimburse the Authority for all of its

administrative, professional and legal costs in connection with preparation and administration of the Buyer Agreement. The Agreement shall further state that the buyer of the Real Estate authorizes the Authority to enter onto the Real Estate, enter into the residence or any other buildings situate on said Real Estate, and perform any and all work necessary to complete the remediation work. The Authority further has the right to lien said Real Estate for the unpaid balance of the costs related the remediation work incurred by the Authority.

(4) The Buyer or transferee shall pay the Authority the cost of preparation of the Buyer Agreement and establishing the escrow account, as further set forth in the Buyer Agreement.

f. Upon satisfactory completion of the remediation work, the Authority shall issue a Determination of Compliance and return any funds remaining in the escrow account to the party specified in the Buyer Agreement.

7. In the event of a sheriff's sale or other involuntary transfer of the Real Estate, the buyer or transferee shall assume the sole responsibility and expense for obtaining a Determination of Compliance including, but not limited to, performing any necessary remediation work in accordance with this Section.

B. Urgent Circumstances - Powers of the Authority

1. In the event that the owner of Real Estate fails to have performed the necessary remediation work within the time permitted by the Authority or if the Authority determines that Urgent Circumstances exist, the Authority shall have the right, but not the obligation, to undertake to have the necessary remediation work completed by its employees or a third party at the expense of the owner of the Real Estate without further notice to such owner and to charge the cost for such work to the owner of the Real Estate. In such event the owner shall reimburse the Authority for all costs and expenses relating to the remediation work, including engineering and legal fees. The owner shall reimburse the Authority within thirty (30) days after the date of the notice by the Authority to the owner setting forth the amount due to the Authority.

2. In addition to such powers, the Authority shall have the right to take all actions authorized by law and equity including, but not limited to, the right to obtain a court order requiring that the remediation be performed and/or the right to file a municipal lien or liens for the collection of all costs and expenses incurred by the Authority to evaluate and perform the remediation work, either by its employees or contractors and all costs, including attorneys' fees incurred in order to recover all other costs and expenses.

C. Prosecution and Penalties.

Any Person that fails to perform remediation work after notice by the Authority, or violates or fails to comply with any provision of these Regulations and/or the notices, orders, rules, regulations and permits issued may be prosecuted by the Authority in the court of a District Justice and upon conviction thereof, be subject to a civil fine equal to the lesser of the amount of One Thousand Dollars (\$1,000.00) for each violation or the maximum penalty set forth in the Pennsylvania Sewage Facilities Act, 35 P.S. Section 750.13 as amended, whichever is greater, plus all costs of prosecution, including but not limited to attorneys' fees. Each day on which a violation shall occur or continue to occur shall be deemed a separate and distinct

violation. All fines shall be payable to the Authority. Unpaid fines, costs, expenses and fees incurred by the Authority to enforce these Regulations may be filed as a lien against the subject property as may be authorized by law.

D. Additional Powers of the Authority.

1. In addition to all other powers granted herein, the Authority may recover damages, costs, expenses, interest, penalties, reasonable attorneys' fees, court costs, court reporter's fees, other court costs and expenses of litigation by appropriate suit at law and/or equity or filing of municipal claims against the Real Estate, the owner thereof or other person found to have violated these Regulations or the notices, orders, rules, regulations, and permits issued hereunder.

2. In addition to the foregoing, the Authority shall have the power to institute an action in a court of competent jurisdiction in law or in equity to restrain, prevent or correct any violation of these Regulations and for recovery of all costs and expenses incurred by the Authority in enforcing these Regulations and bringing such action, including but not limited to attorneys' fees.

E. Severability.

The provisions of these regulations are severable and if any section, sentence, clause, or phrase shall be held by a court of competent jurisdiction to be illegal, invalid or unconstitutional, the remaining portions of these regulations shall not be affected or impaired hereby.