

## ORDINANCE # 1885

# BOROUGH OF GREEN TREE

ALLEGHENY COUNTY, PENNSYLVANIA

**AN ORDINANCE OF THE BOROUGH OF GREEN TREE, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING CHAPTER 260 OF THE BOROUGH CODE OF ORDINANCES TO UPDATE STANDARDS FOR WHEN A PRIVATE SEWER LATERAL LINE REPAIR CAN BE DEFERRED UNTIL AFTER A PROPERTY TRANSFER**

**WHEREAS**, the Borough of Green Tree (hereinafter "Borough") adopted an ordinance to improve source flow reduction efforts through a program by which private sewer lateral lines are inspected with video cameras and repaired prior to the sale of a property; and,

**WHEREAS**, the Borough would like to amend the requirements to allow for repairs to occur after the closing on a property when certain criteria are met; and

**NOW, THEREFORE, THE BOROUGH OF GREEN TREE HEREBY ORDAINS:**

Section 1. Section 260-9(E) is repealed and replaced with the following:

- E. In the event an illegal stormwater or surface water connection is discovered, and the necessary remedial correction of the condition would create an undue hardship on the applicant to perform the same prior to the date of closing on the sale, conveyance or transfer of the property, the applicant may apply to the Borough Manager for temporary evidence of the compliance, provided the following conditions are met:
- (1) The applicant provides the Borough Manager with an estimate from a plumber registered and licensed by the Allegheny County Department of Health to perform the necessary remedial work to correct and/or remove the illegal stormwater or surface water connection.
  - (2) The applicant and the buyer of the property provide an agreement that a financial security to cover the cost of the necessary repairs be escrowed at the time of closing in favor of the Borough. The financial security shall be either \$15,000 or the amount of the repair estimate described in Subsection E(1) of this section, whichever is higher. Alternatively, the applicant may deposit with the Borough, prior to the issuance of the temporary evidence of compliance, a cash security deposit for the higher amount of \$15,000 or the estimated repair cost. Cash security shall be limited to cash, certified checks and treasurer's checks and held by the Borough in a non-interest-bearing account. The minimum required financial security can be amended from time to time by Resolution of Borough Council.
  - (3) The applicant and buyer provide a written acknowledgment and notarized agreement under which the buyer/purchaser, grantee, transferee, or devisee agrees to be responsible for all cost overruns related to the remedial work, together with a grant to the Borough of a license to enter upon the property to complete the work, and the expense and cost of the purchaser should the contractor default in the agreement. The Borough Manager or his or her designee may establish a reasonable period of time for the corrective work to be completed, taking into consideration the extent of the work required and the conditions then existing. Upon expiration of the temporary evidence of compliance without all remedial work having been completed, the escrow

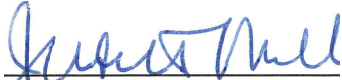
funds or cash security deposit with the Borough shall be forfeited, and the Borough may use such security to have the required remedial work completed. Any cost overrun exceeding the cash security posted with the Borough shall remain the sole and exclusive liability of the purchaser and constitute a lien against the real estate.

- (4) The agreement referred to in Subsection E(3) of this section shall be in a form capable of being recorded in the Office of the Recorder of Deeds, and may be recorded by the Borough as it deems necessary. The cost of recording the agreement shall be the responsibility of the purchaser and the applicant.

Section 2. Repeals. Any ordinance or part of ordinance conflicting with the provisions of this Ordinance be the same is hereby repealed to the extent of said conflict.

**ORDAINED AND ENACTED** into law this 5th day of June, 2023.

ATTEST:



Judith Miller, Manager  
**BOROUGH OF GREEN TREE**



Arthur Tintori, President  
**GREEN TREE BOROUGH COUNCIL**

EXAMINED and APPROVED by me this 5th day of June, 2023.



Edward Schenck, Mayor  
**BOROUGH OF GREEN TREE**