

**BOROUGH OF FOX CHAPEL
DYE TEST PROCEDURES
REGULATIONS FOR OBTAINING A DOCUMENT OF CERTIFICATION**

Prior to the sale of real estate in Fox Chapel Borough, a dye test on the sanitary sewer system must be conducted. The following is an overview of the procedures.

1. Application for a Document of Certification (Dye Test) must be made at least thirty (30) days prior to the closing date using the form provided by the Borough. The required \$350 fee must be submitted with the application.
2. It is the homeowners' responsibility to retain the services of a licensed plumber registered to do work in Allegheny County *and registered with the Borough* to conduct the testing under the guidance of the Borough's sewer department representative(s). However, the responsibility for the thoroughness of the testing rests SOLELY with the plumber.
3. Prior to contacting the Borough to schedule the testing, the plumber must complete the following items:
 - Open and unplug all downspouts so that they flow freely and locate all points of discharge whenever possible. If a downspout cannot be opened, the downspout shall be disconnected and discharged onto the ground. The existing pipe shall be cut off 12 inches below grade and sealed with at least 12 inches of concrete. This must be inspected by the Borough.
 - Locate and, where necessary, expose all fresh air vents and traps.
 - Provide a probe meeting the Borough's design along with dye and sufficient hose to reach all potential test locations.

In addition to a possible revocation of the plumber's certification, failure to satisfy the foregoing requirements prior to the arrival of the Borough's inspector may subject the Applicant to a charge of \$50/hour/man for delay. Each return visit will result in a minimum charge of \$150. All additional charges must be paid prior to the issuance of the Document of Certification.

4. In the event that weather conditions or other factors do not permit the dye test to be done prior to the real estate closing, an Inclement Weather Agreement must be executed between the Sellers and Buyers guaranteeing that the dye test will be completed as soon as weather conditions permit. By executing the Agreement, the Buyers agree that they will be responsible for correcting any problems that are discovered during the testing. Inclement Weather Agreements must be accompanied by a \$1,000 check to guarantee that the testing will be completed. The \$1,000 deposit will be used to pay the plumber for the dye test. Any remaining funds will be returned to the person who provided the escrow deposit.

5. In the event that the testing determines that illegal connections and/or defects exist in the plumbing system and the necessary remedial work cannot be completed prior to closing on the property, an Escrow Agreement is required to be executed between the Sellers and Buyers indicating that the remedial work will be completed as soon as weather conditions permit. The Escrow Agreement shall also include a copy of a plumber's estimate for all work to be done and a check in amount of the estimate made payable to the Borough of Fox Chapel. The check is deposited by the Borough who will in turn pay the plumber once all work is completed and approved.
6. Testing may include, but not necessarily be limited to, any of the following (the Borough having the right to require additional testing):
 - Dye testing at each downspout and area drain
 - Dye testing foundation drains by flooding or injection
 - Smoke testing public sewer and sewer lateral to the house trap
 - Smoke testing building drain on house side of trap
 - Air testing lateral
 - Hydrostatic testing lateral
 - Dye testing lateral
 - Televising of main sewer and/or lateral sewer during periods of saturated ground, precipitation and/or dye-testing

All testing shall be on a pass/fail basis with the Borough having the right to reject any tests or test results which it feels are inconclusive or inaccurate.

7. The sewerage system shall be retested after any corrective action has been taken to demonstrate that the illegal connection(s)/defect(s) has/have been eliminated/ repaired.
8. Document of Certification is valid for one year after the date of the original test. Each time a property is sold a new Certification is required. However, the Borough shall have the right to perform additional testing at its expense during said one-year period and to require the property owner to correct any defects that are detected at his/her expense.
9. Please note that any house proposed to be torn down is not required to be tested. A Tear Down Agreement must be signed by the Buyer and Seller and then submitted to the Borough. The existing sewer will need to be capped immediately. A new sewer lateral system will be built in conjunction with the new house. However, the Buyers agree to test the existing sewer and to correct any defects found if a building permit for a new house is not issued within twelve months of the date of the Tear Down Agreement.