

Borough of Lilly

Ordinance

LILLY, PENNSYLVANIA

Ordinance No.: 2015 *May*

*An Ordinance Authorizing Participation in the
Property Maintenance Program of the Cambria
County Building Code Enforcement Agency,
Delegating Municipal Powers of Enforcement
Related to Certain, Specified, Previously
Adopted Ordinances and Modifying the
Penalties for the Violation of those Ordinances*

THIS ORDINANCE, ESTABLISHING AN AGREEMENT, pursuant to the Pennsylvania Intergovernmental Cooperation Law (53 Pa.C.S. §2303, et. seq.), is hereby approved and entered as of the date of adoption and effective five (5) days thereafter.

WHEREAS, the Borough of Lilly ("Lilly") is a municipality located within Cambria County, Pennsylvania; and

WHEREAS, Lilly recognizes that the growth and development in Cambria and Somerset Counties in general, and in the geographic limits of Lilly Borough in particular, have increased the need for municipal services to the residents; and

WHEREAS, Lilly has previously joined with the Cambria County Building Code Enforcement Agency for local enforcement of the Uniform Construction Code and has determined that participation has been beneficial and convenient for its residents both in terms of cost and efficiency of administration all of which protect and preserve the health, safety, and welfare of its citizens; and

WHEREAS, Lilly has determined that a need exists for the administration of a property maintenance code together with such other previously adopted Lilly Borough Ordinances as listed on the attached Exhibit "B" for the protection of the persons and property of the residents and protection of the general public safety; and

WHEREAS, Lilly recognizes that the employment of separate code officials to perform identical tasks within each municipality would result in the duplication of effort and duplication of costs to the detriment of the residents of all municipalities; and

WHEREAS, Lilly recognizes that the coordination of services would enable each municipality to minimize the costs of the administration of a property maintenance code enforcement program and related ordinances; and

WHEREAS, the Act of July 12, 1972, P.L. 762, as amended, 53 P.S. §481 et. seq., also known as the Intergovernmental Cooperation Act, permits municipalities to enter into agreements to cooperate in the performance of their respective functions, powers or responsibilities; and

WHEREAS, Lilly desires to enter into an agreement whereby it will jointly establish and participate in a property maintenance code enforcement program including enforcement of related ordinances as listed on Exhibit "B", to serve municipalities throughout Cambria and Somerset Counties.

NOW THEREFORE, IT IS HEREBY ORDAINED AND ENACTED that an Intergovernmental Cooperation Agreement is approved, in consideration of the various covenants, promises, and conditions hereinafter set forth and for other good and valuable consideration receipt of which is hereby acknowledged, it is hereby authorized and agreed by and between Lilly and any and all other participating municipalities located within the geographic boundaries of Cambria or Somerset Counties as follows:

1. Lilly hereby adopts the International Property Maintenance Code ("IPMC") in its current form and as it may be modified from time to time, as applicable according to its terms to all structures and property within the geographic limits of Lilly Borough.
2. Lilly hereby appoints the Cambria County Building Code Enforcement Agency as the enforcement agency for the "IPMC", and delegates all such powers as set forth below and as may be reasonable and necessary to carry out Lilly's obligations and responsibilities under the "IPMC" and all Ordinances and Resolutions implementing the same, including nuisance, solid waste and other ordinances of Lilly listed on the attached Exhibit "B", (hereinafter collectively referred to as the Property Maintenance Code) within the geographic limits of Lilly Borough.
3. Lilly hereby enters the Intergovernmental Cooperation Agreement, as attached hereto as Exhibit "A" and authorizes its officers to execute the same.
4. The Cambria County Building Code Enforcement Agency shall provide all normal and appropriate enforcement service within the geographic limits of Lilly Borough, on the same basis as the services that are provided within the geographic limits of other member municipalities. The Cambria County Building Code Enforcement Agency shall have those powers and abilities as pertain to municipal officers under the laws of the Commonwealth of Pennsylvania or the Rules of the Supreme Court, or the Ordinances of Lilly relating to enforcement of the Codes, for which a mandate, fine or penalty is imposed.
5. This Ordinance and the Agreement adopted herewith shall constitute a binding agreement and shall be sufficient warrant and authority for the officials and agents as appointed by Lilly to cooperate and assist the Cambria County Building Code Enforcement Agency in carrying out its duties and responsibilities under the Intergovernmental Cooperation Agreement.

6. The Code Enforcement Officers coming under the terms of the Agreement shall be at all times under the immediate supervision, direction and control of the Program Committee of the Cambria County Building Code Enforcement Agency. Questions, comments or complaints concerning the provision of services in Lilly Borough pursuant to this Ordinance and Agreement shall be presented in writing to the Program Committee of the Cambria County Building Code Enforcement Agency. Any comments so received shall be answered in writing within five (5) days of the next regularly scheduled meeting of the Program Committee of the Cambria County Building Code Enforcement Agency.
7. The Program Committee of the Cambria County Building Code Enforcement Agency shall provide a written report to the governing body of Lilly, prior to the respective regular monthly meetings, of the services rendered to and in Lilly Borough for the previous month. Said report shall include an accounting including, but not limited to, the following: Permits issued, inspections made, complaints received, enforcement actions, and any other matters which the Program Committee believes to be appropriate for the report.
8. The Cambria County Building Code Enforcement Agency shall retain all fees as otherwise provided for in the Fee Resolution.
9. The term of this Agreement shall commence upon adoption of this Ordinance and extend for a period of one (1) year and continue thereafter on a year-to-year basis unless terminated by action of the governing body of Lilly as provided for in the Intergovernmental Agreement.
10. The qualified Code Official(s) hired by the Program Committee of the Cambria County Building Code Enforcement Agency is/are hereby authorized to act on behalf of Lilly in enforcing any and all provisions of the Property Maintenance Code and all Ordinances and Resolutions of Lilly implementing the same, as set forth in the Attached Exhibit "B".

11. Any person or organization violating any of the ordinances listed hereunder shall be charged by non traffic citation in the same manner as provided for in the Pennsylvania Rules of Criminal Procedure as a summary offense, and upon conviction thereof be sentenced to pay a fine of not less than \$100.00 and no more than \$1,000.00 or be sentenced to no more than 90 days imprisonment or both. This provision is intended to amend and supplant in their entirety, the penalty provisions set forth in the ordinances listed on Exhibit "B".
12. This Ordinance is intended to be severable and if any part or portion thereof is ruled invalid or unenforceable, it is the intention of Lilly that the remaining portions should continue to be of full force and effect.

IN WITNESS OF THE PROPER ADOPTION OF THIS ORDINANCE AND APPROVAL OF THE INTERGOVERNMENTAL COOPERATION AGREEMENT SET FORTH HEREIN, the duly appointed officers of the Borough of Lilly have hereunto set forth their hands and seals on this sixth day of May, 2015.

BOROUGH OF LILLY

By: _____
Richard R. Sweeney - President

Attest:  (Seal)
Claudine M. Falger - Secretary

APPROVED, this 6 day of May, 2015

John T. Barlick, Jr. - Mayor

EXHIBIT "A"
INTERMUNICIPAL AGREEMENT

THIS AGREEMENT made this 6th day of May, 2015, by and between the Borough of Lilly, a municipal corporation organized under the laws of Pennsylvania with its municipal offices located in the County of Cambria, Commonwealth of Pennsylvania, and various other local participating Boroughs and Townships within the Commonwealth, for a purpose.

WITNESSETH:

WHEREAS, the Borough of Lilly and several other participating communities (the "other Municipalities") are Municipalities located within either the County of Cambria or the County of Somerset, Pennsylvania; and

WHEREAS, the Municipality and the other Municipalities recognize that the growth and development within the two counties in general, and in the Municipality in particular, have increased the need for municipal services to their residents; and

WHEREAS, each Municipality has also recognized that enforcement of the Property Maintenance Code and various other Ordinances of the Municipality relating to property maintenance, as listed on the attached Exhibit "B", would be beneficial for its residents and would protect and preserve the health, safety, and welfare of its citizens; and

WHEREAS, the Municipalities have recognized that administration of a Property Maintenance Code enforcement program would be best undertaken through the

employment or contract of a trained professional Code Official(s); and

WHEREAS, the Municipalities recognize that the employment of separate Code Official(s) to perform identical tasks within each Municipality could result in the duplication of effort to the detriment of the residents of the Municipalities; and

WHEREAS, the Municipalities recognize that the coordination of services would enable each Municipality to minimize the costs of the administration of a Property Maintenance Code enforcement program; and

WHEREAS, the Act of July 12, 1972, P.L. 762, as amended, 53 P.S. §481, et seq., also known as the Intergovernmental Cooperation Act, permits Municipalities to enter into agreements to cooperate in the performance of their respective functions, powers or responsibilities; and

WHEREAS, the Municipality and the several other participating Municipalities hereby enter into an agreement whereby they will jointly establish a Property Maintenance Code Enforcement Program to serve the all of the Municipalities.

NOW, THEREFORE, with the foregoing background incorporated herein by reference and made a part hereof, and in consideration of the mutual promises and obligations set forth herein, and intending to be legally bound hereby, the parties agree as follows:

1. Establishment of Joint Property Maintenance Code Enforcement Program. The Municipality and the several other participating Municipalities shall jointly establish a program for the enforcement of municipal codes which shall include

the enactment of an authorizing Ordinance and the sharing of the services of an Enforcement Officer(s) in accordance with the provisions of this Agreement. Such program shall be known as the "Property Maintenance Code Enforcement Program" and shall be administered in accordance with the provisions of this Agreement.

2. Establishment of Codes. It is the intention of the Municipality and the several other participating Municipalities that the Property Maintenance Code Enforcement Program shall include the International Property Maintenance Code and, within the geographic boundaries of the Municipality, the Ordinances listed on the attached Exhibit B. The Municipalities intend that the Property Maintenance Code Enforcement Program shall be an extension of the previously approved Building Code Enforcement Program adopted under the Uniform Construction Code, Act 45 of 1999

3. Establishment of Program Committee. The Property Maintenance Code Enforcement Program shall be administered by the previously established Program Committee.

- A. **Membership.** The Program Committee shall be composed of one (1) member of the governing body of each participating Municipality, appointed for a one (1) year term by the governing body at its first meeting in January of each calendar year. The initial members of the Program Committee shall be appointed by the governing bodies within thirty (30) days from the execution of this Agreement. Each governing body may, if it so desires, appoint an alternate member to the Program Committee.
- B. **Meetings.** The Program Committee shall meet at times to be selected by the members of the Program Committee.
- C. **Voting.** All actions by the Program Committee shall be taken by a majority of the members of the Program Committee. In the event that there is a tie vote upon a particular item, any Municipality may request that the issue be mediated.

4. Responsibility of Municipalities. The following activities are the individual responsibility of each Municipality:

- A. Enacting an Ordinance that ratifies the Municipality's participation in the Property Maintenance Code Enforcement Program and the entering of this Agreement in accordance with the requirements of the Intergovernmental Cooperation Act.
- B. Adopting or amending the Municipality's existing fee resolution(s) providing for fees to be imposed for the issuance of permits or assessment of civil penalties for violations of the Property Maintenance Code or any of the Ordinances listed in the attached Exhibit B.
- C. Provide adequate insurance coverage for all aspects of the Program to include errors and omissions insurance and general liability insurance for actions of the Code Official(s) and the Program Committee.
- D. Eliminate the position of, or modify the responsibilities of, any existing Municipal employee so as to eliminate conflicts and/or overlaps with the responsibilities of Code Official(s).
- E. Provide certified copies of all Ordinances relating to enforcement responsibilities delegated hereunder and provide appropriate Municipal officials as witnesses to testify as to the authenticity of all Municipal ordinances and resolutions relating to Property Maintenance or enforcement of the Ordinances listed in Exhibit B.

5. Responsibility of Program Committee. The following activities are the responsibility of the Program Committee:

- A. Recruitment and hiring of the Code Official(s).
- B. Establishment of the salary and benefit package for the Code Official(s).
- C. Evaluation of the performance of the Code Official(s) within the first six (6) months and annually thereafter.
- D. Review of ordinances of each Municipality with suggestions for the enactment of new ordinances to be administered by the Joint Code

Enforcement Program.

- E. Resolution of any problems or concerns between the Municipalities and the formulation of policy-oriented decisions.

6. **Property Maintenance Code Official.** A Property Maintenance Code Official(s) shall be hired or retained, as needed, in the sole discretion of the Cambria County Building Code Enforcement Agency, in order to implement the Property Maintenance Code Enforcement Program.

7. **Program Cost Sharing.** Each Municipality shall participate in their share of the costs of administering the Property Maintenance Code Enforcement Program according to the fee schedule attached hereto and as may be revised by the Program Committee from time to time. No activities generating costs to a Municipality shall be initiated without authorization of the Municipality. Any fines or penalties recovered on behalf of a Municipality for a violation of its ordinances shall be the sole property of the Municipality.

- A. Grants. Each Municipality shall take every reasonable step to obtain from federal, state and other agencies such grants and aid as may be from time to time available for code enforcement and for intermunicipal cooperation. If grants may be obtained for the purchase of property to be used, such as a computer, the Program Committee shall coordinate the application and shall determine which Municipality or agency shall take title to any such equipment.

8. **Duration of Agreement.** The term of this Agreement shall be for a period of one (1) year commencing with the date of execution hereof by the Municipality and several other participating Municipalities. This Agreement shall be automatically renewed for an additional term of one (1) years at the conclusion of the initial term and

each renewal term thereafter unless, at least ninety (90) days prior to the beginning of the fiscal year, the Municipality which does not desire to renew the Agreement gives written notice of such refusal to renew to the other Cambria County Building Codes Enforcement Agency, in writing.

9. Participation of Other Municipalities. Additional Municipalities may become a party to this Agreement upon the consent of the Program Committee at the time such a request is made. A Municipality which desires to become a party to this Agreement shall make application to the Program Committee and shall in writing agree to accept all terms and conditions of this Agreement. Failure to act upon an application to become a party to this Agreement within sixty (60) days of receipt of such application shall be considered to be a denial of consent to become a party to this Agreement.

10. Withdrawal from Agreement. Any Municipality may withdraw from participation at the end of the term of this Agreement or any extension thereof by notifying the Program Committee in writing of the intention to withdraw at least ninety (90) days before the expiration of such term as provided in Section 8 herein. Notwithstanding the foregoing, any Municipality may withdraw from this Agreement for cause by providing the Program Committee with written notification of the cause of such withdrawal. During such notification period, the governing body of any other Municipality shall have the right to challenge the cause for withdrawal. In the event such a challenge is made, the withdrawing Municipality and the challenging Municipality shall mediate their differences within thirty (30) days. If, after meeting with a mediator, such differences cannot be resolved, the withdrawing Municipality shall be permitted to

withdraw on the next anniversary date of this Agreement.

11. Amendment. This Agreement may be amended only by written instrument signed by all Participating Municipalities.

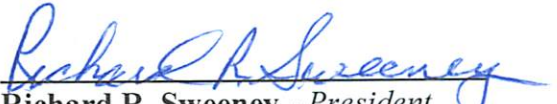
12. Interpretation. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.


13. Severability. The provisions of this Agreement are severable, and if any section, sentence, clause, part or provision hereof shall be held to be 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 Agreement. It is hereby declared to be the intent of the governing bodies of each participating Municipality that this Agreement would have been entered into if such illegal, invalid or unconstitutional section, sentence, clause, part or provisions had not been included herein.

14. Enactment of Ordinance Under Intergovernmental Cooperation Act.
The governing body of each Municipality agrees to enact an Ordinance within ninety (90) days from the date hereof pursuant to and in accordance with the Pennsylvania Intergovernmental Cooperation Act for the purpose of authorizing and effectuating this Agreement.

15. Construction. When the tense so requires, words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, and vice versa.

BOROUGH OF LILLY

By: 
Richard R. Sweeney - President

Attest:  (Seal)
Claudine M. Falger - Secretary

APPROVED, this _____ day of May, 2015

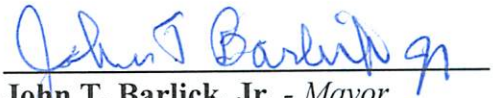

John T. Barlick, Jr. - Mayor

Exhibit "B"

List of Municipal Ordinances for Which Enforcement Is Delegated

Fee Schedule

INITIAL COMPLAINT: \$75.00 + mailing costs (postage, envelopes, copies, etc.)

FOLLOW UP INSPECTION
TRIPS FOR LEGAL PURPOSES
ONLY OR AT THE REQUEST OF
THE BOROUGH INCLUDING
MAILINGS: \$50.00 + mailing costs (postage, envelopes, copies, etc.)

MAGISTRATE FILINGS: \$75.00 per filing