

**Borough of Newburg
Cumberland County, Pennsylvania**

ORDINANCE NO 2007- 2

**AN ORDINANCE OF THE BOROUGH OF NEWBURG,
CUMBERLAND COUNTY, PENNSYLVANIA PROVIDING FOR
THE LICENSING AND INSPECTION OF RENTAL UNITS
LOCATED WITHIN THE BOROUGH.**

WHEREAS, the Newburg Borough Council deems it to be in the best interest and general welfare of the citizens and residents of the Borough to regulate the rental properties within the Borough by providing for the annual registration or licensing of said properties together with their inspection on a regular and ongoing basis; and

WHEREAS, the Borough Code at Section 1202 (6) and (24), 53 P.S. 46202 (6) and (24), empowers the Borough to adopt such regulations as may be necessary for the health, safety, and welfare of the Borough's citizens and residents.

NOW THEREFORE, BE IT ENACTED AND ORDAINED by the Borough Council of Newburg, Cumberland County, Pennsylvania, pursuant to the Borough Code as follows:

SECTION 1. PURPOSE

The purpose of this Ordinance and the policy of Borough Council is to protect and promote the health, safety and welfare of its citizens, to establish rights and obligations of owners and occupants relating to rental units in the Borough and to encourage the owners and occupants to maintain and improve the quality of rental housing within the community. To accomplish this, the Ordinance will provide for a systematic inspection program, registration and licensing of rental units, and penalties if the Ordinance is violated.

SECTION 2. DEFINITIONS

CODES: means any state or local code or regulation or ordinance adopted, enacted or in effect in and for the Borough of Newburg, including, but not limited to the Rental Property Maintenance Code, attached hereto, the Zoning Ordinance and general nuisance ordinances of the Borough of Newburg.

CODE ENFORCEMENT OFFICER means the Code Enforcement Officer of the Borough of Newburg or the Assistant Code Enforcement Officer, duly appointed by the Borough Council.

PUBLIC OFFICER means the Code Enforcement Officer, Assistance Code Enforcement Officer or other official of Newburg Borough designated to inspect rental properties and issue a Rental License in accordance with the provisions of this Ordinance.

RENTAL LICENSE means the document issued by the Code Enforcement Officer to the owner, or responsible agent of a rental unit upon correction of all applicable codes violations. Under this Ordinance, a Rental License is required for the lawful rental and occupancy of rental units within the Borough, unless the Code Enforcement Officer has not inspected the rental unit, or violations of the

applicable codes are being corrected and the unit operates under a Rental Registration. This license shall not be construed in any manner to warrant the proper zoning, habitability, safety or condition of the rental unit.

RENTAL REGISTRATION means the document issued annually for a fee by the Borough of Newburg to the owner or responsible agent of the rental unit evidencing the existence of said rental unit. A Rental Registration shall be required for the lawful rental and occupancy of rental units under this Ordinance, until a Public Officer has inspected the rental unit and has issued a Rental License. This registration shall not be construed in any manner to warrant the proper zoning, habitability, safety or condition of the rental unit.

RENTAL UNIT means a rooming unit or a dwelling unit let for rent, or an other-than-owner-occupied unit that is occupied or used under a rental agreement, written or verbal, with a tenant.

RESPONSIBLE AGENT means a person designated by the owner of a rental unit who shall provide access to the premises for the Code Enforcement Officer to make inspection, and for emergency personnel during a fire or medical emergency.

SECTION 3. OWNER'S DUTIES

- A. The owner of a rental unit shall keep and maintain their rental unit in compliance with all Codes to include the Rental Property Maintenance Code, attached hereto, and to keep such property in good and safe condition and to be aware of, and to act to prevent and eliminate disruptive conduct in such rental units.
- B. No owner or responsible agent shall rent any rental unit within the Borough without having a Rental Registration or Rental License, as required by this Ordinance.
- C. The owner of a rental unit or the responsible agent shall provide a printed statement to every renter which shall include the following information:
 - a) The name, mailing address and telephone number of the owner and responsible agent.
 - b) The telephone number to call to register complaints regarding the physical condition of the rental unit.
 - c) The telephone number for emergency police, fire and medical services.

For present renters, this statement shall be provided within ten days after the effective date of the Ordinance. For future renters, the statement shall be provided before their occupancy.

- D. The owner of a rental unit or responsible agent shall employ policies and manage the rental units under his/her control in compliance with the provisions of this Ordinance.
- E. The owner of a rental unit shall provide to the Borough the name, mailing address and telephone number of either the owner or a designated responsible agent authorized to accept service of process on behalf of the legal owner of said rental unit. For the purpose of this section, a post office box is not acceptable for the responsible agent's address. The owner shall notify the Borough Office of any changes in the responsible agent or other contact information.

SECTION 4. RENTAL REGISTRATION

- A. **Registration Required for Rental Units:** Until a Rental License has been issued, a Rental Registration shall be required for each rental unit.
- B. **Application for Rental Registration:** The owner of the rental unit or the designated responsible agent shall complete a Rental Registration form as provided by the Borough Office within thirty days after the effective date of this Ordinance. By the 31th day of January of each calendar year thereafter, the owner or their responsible agent shall continue to apply for a Rental Registration until the rental unit has been issued a Rental License.
- C. **Issuance of Rental Registration:** A Rental Registration shall be issued upon payment of the registration fee and submittal of a completed Rental Registration form. This Rental Registration shall not be construed in any manner to warrant the proper zoning, habitability, safety or condition of the rental unit.
- D. **Revocation of Rental Registration:** A Rental Registration shall be revoked or not re-issued if the owner does not correct a Codes violation found in response to a complaint within the time frame required by the Public Officer.
- E. **Reinstatement of Rental Registration:** A Rental Registration shall be reinstated if the owner of a rental unit corrects the deficiency for which the Rental Registration was revoked and has paid the Rental Registration Reinstatement Fee.

SECTION 5. RENTAL LICENSE

- A. **Rental License Required for Rental Units:** A Rental License shall be required for each rental unit unless the rental unit has not been inspected and is operating under a Rental Registration. Once issued, the owner or designated responsible agent shall thereafter apply for a Rental License by January 31 of each calendar year.
- B. **Issuance of Rental License:** A Rental License shall be issued annually if the rental unit meets the following conditions:
 - 1. The Code Enforcement Officer inspects and finds that the rental unit is in compliance with this Ordinance. For licensing purposes, the rental unit shall be inspected no more frequently than once within a three year period. In lieu of inspection by the Code Enforcement Officer, the owner may provide a certificate issued by a qualified inspector that the rental unit meets the International Property Maintenance Code. The certificate shall be valid for thirty-six (36) months after the inspection.
 - 2. The owner provides the name of a responsible agent (if applicable).
 - 3. The use of the property is in compliance with the Borough Zoning Ordinance.
 - 4. The annual Rental License fee has been paid.
- C. **Revocation of Rental License:** A Rental License shall be revoked or not re-issued if the owner of a rental unit does not provide the name of a responsible agent (if applicable), does not correct Codes violations found in response to a complaint within the time frame cited by the Code Enforcement Officer, does not pay the annual fee, or changes the use of the property

so as not to be in compliance with the Borough Zoning Ordinance.

- D. **Reinstatement of Rental License:** A Rental License shall be reinstated if the owner of a rental unit corrects the reasons for the revocation of the Rental License and has paid the Rental License Reinstatement Fee.

SECTION 6. INSPECTIONS

- A. For licensing purposes, the Code Enforcement Officer shall fully inspect each rental unit not more frequently than once within a three (3) year period unless the Borough receives a complaint of a violation of the Ordinance; or a Public Officer has probable cause to believe that a violation is occurring.
- B. Initial inspections will occur in accordance with a phased-in systematic inspection schedule to be prepared and made available by the Code Enforcement Officer. The Borough shall provide as a minimum, a ten (10) day written notice to the owner, or responsible agent by first class mail of the scheduled inspection of the rental unit. The penalty for not allowing the Borough to inspect a rental unit shall be the immediate revocation of the Rental Registration or Rental License for said premises.
- C. No fee will be charged for the initial inspection and the first re-inspection of a rental unit if a violation has been found. A fee of \$50.00 will be charged for all subsequent re-inspections of corrections of violations. No fee will be charged for inspections where no violations are found if the inspection was prompted by a complaint or probable cause.

SECTION 7. COMPLIANCE

If the Public Officer or Code Enforcement Officer, upon completion of an inspection finds that the applicable Codes have not been met, a Notice of Violation shall be issued.

- A. **Ten (10) Day Notice of Violation:** Based on an inspection of the rental unit, if the Public Officer or Code Enforcement Officer finds one (1) or more of the following violations of the Rental Property Maintenance Code, a ten (10) day Notice of Violation shall be issued.
1. Fire alarm systems.
 2. Heating.
 3. Hot or cold water supplies.
 4. Water closet and basin.
 5. Plumbing connections.
 6. Electrical hazards.
 7. Structural hazards.
 8. Overcrowding.
 9. Serious roof leak.
 10. Accumulation of rubbish and debris.

The notice shall be posted at the rental unit and a copy mailed to the owner or responsible agent by certified first class mail to the address provided. If after ten (10) days from the posting at the rental unit of the violations and the mailing

of the notice, a re-inspection reveals that the violations have not been corrected and/or arrangements satisfactory to the Code Enforcement Officer have not been made, the Rental Registration or the Rental License for the rental unit shall be revoked and the rental unit shall be vacated as prescribed by law because the rental unit has been determined to be unfit for human habitation.

- B. **Thirty Day Notice of Violation:** If the Code Enforcement Officer finds violations other than those listed in A. above a thirty (30) day Notice of Violation shall be issued by first class mail to the owner or responsible agent and posted at the rental unit. If after thirty (30) days from the posting at the rental unit of the violation and the mailing of the violation, the first re-inspection reveals that all violations have not been corrected, the Rental Registration or the Rental License for the rental unit shall be revoked. If the rental unit at the time is vacant, it shall remain vacant until the violation(s) have been remedied.

SECTION 8. SALE OR TRANSFER OF RENTAL UNITS

The Rental Registration and the Rental License are not transferable unless the person or entity acquiring the rental unit applies for its transfer within thirty (30) days of the date of sale or transfer of ownership of the rental unit. Failure to transfer the Rental Registration or Rental License within 30 days of the sale or transfer in ownership shall result in their revocation after the 30 days.

SECTION 9. RENTAL PROPERTY MAINTENANCE CODE BOARD OF APPEALS

- A. **Members.** The Borough Council does hereby create a Rental Property Maintenance Code Board of Appeals. The Board shall be comprised of the following members: the five (5) members of Borough Council, the Mayor and one appointed landlord representative.
- B. **Meetings.** Meetings of the Rental Property Maintenance Code Board of Appeals shall be scheduled as required. Notices of all meetings, which shall be conducted in public session in accordance with the Sunshine Act, shall be published in a newspaper of general circulation not less than twenty-four (24) hours prior to the time and date of the public meeting.
- A. **Appeals.** Any person aggrieved by a decision of a Code Enforcement Officer or Public Officer may appeal to the Rental Property Maintenance Code Board of Appeals. Decisions of the Rental Property Maintenance Code Board of Appeals shall be in writing and shall be issued upon the completion of the hearing.

Parties wishing to appeal shall pay a \$50.00 hearing fee which shall be used to defer legal advertising and other costs associated with conducting the public meeting. The aggrieved party shall also complete and submit a Notice of Appeal seven (7) days prior to the meeting. The Notice of Appeal shall be in the form prescribed by the Board of Appeals and shall be provided upon request.

SECTION 10. FEES

- A. **Rental Registration:**
The fee for a Rental Registration shall be fifty dollars (\$50.00) per rental unit per year due and payable by January 31 of each year until a Rental License is

obtained. For the year 2007, the fee shall be pro-rated based on the period from the effective date of the Ordinance to December 31.

B. Rental License.

The fee for a Rental License shall be fifty dollars (\$50.00) per rental unit per year due and payable by January 31 of each year. For the year 2007, the Rental License fee shall be waived if a Rental Registration fee was paid in 2007.

C. Re-inspections:

The fee for the second and all subsequent re-inspections per rental unit shall be fifty dollars (\$50.00).

D. Reinstatement:

The fee to reinstate a revoked Rental Registration or Rental License shall be twenty five dollars (\$25.00).

E. The above listed fees may be amended by resolution of Borough Council.

SECTION 11. PENALTIES

A. **Revocation of Rental Registration or Rental License:** A fine of not less than five hundred dollars (\$500.00) per rental unit for each month the violation exists. Each month the violation exists constitutes a separate violation. A fine shall not be sought for any period during which the rental unit is vacant and the owner is taking appropriate action to correct the violations.

B. **Failure to Register, or Failure to Apply for a Rental License (for any transferred or purchased rental properties and for newly constructed, newly created or substantially rehabilitated rental units):** The owner or designated responsible agent shall be sent a thirty (30) day notice of violation of their failure to comply with the terms of this Ordinance. At the end of the thirty (30) days, there shall be a fine of not less than five hundred (\$500.00) dollars per rental unit for each month the violation exists. Each month the violation exists constitutes a separate violation.

C. Whoever violates any section or provision of this Ordinance shall for a first offense be fined not more than one thousand (\$1,000.00) Dollars.

D. If, after any conviction for violation of this Ordinance or any lawful order issued pursuant thereto, such person continues the violation, then such person shall be subject to further prosecution, conviction and punishment until such violation has been corrected.

E. In addition to prosecution of persons violating this Ordinance, any duly authorized agent of the Borough may proceed with such civil or equitable remedies in any court of record in the Commonwealth of Pennsylvania, against any person or property, real or personal, to effect the provisions of this Ordinance.

SECTION 12. SEVERABILITY

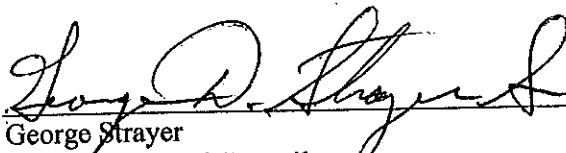
The provisions of the Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any other part.

SECTION 13. EFFECTIVE DATE

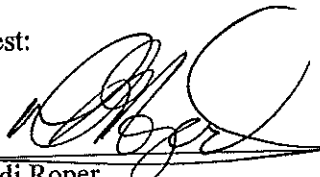
This Ordinance shall take effect January 1, 200⁸7.

DULY ENACTED AND ORDAINED into law this 6TH day of AUGUST, 2007 by the Borough of Newburg, in lawful session, duly assembled.

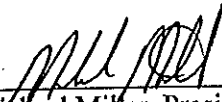
BOROUGH OF NEWBURG

By: 
George Strayer
Vice President of Council

Attest:


Cindi Roper
Borough Secretary

Approved this 6TH day of AUGUST, 2007.


Michael Miller, President of Council
Acting Mayor
Borough of Newburg

RENTAL PROPERTY MAINTENANCE CODE
Of the
BOROUGH OF NEWBURG, CUMBERLAND COUNTY

Section 1: Exterior:

- 2.3 Ceiling: All ceiling tiles must be intact and in good repair. Plaster or drywall ceilings must be free of cracking and chipping.
- 2.2 Walls: Wall shall be free of holes and damage. Walls shall be painted or covered with suitable wallboard, panel board, plaster, tile or drywall material.
- 2.1 Floor: The floor shall be covered with vinyl, tile, laminated floor covering, carpet or similar material in order that it may be easily washed and cleaned.

Section 2. Kitchen:

- 1.11 Sheds, Garages: Detached shed and garages and other accessory structures must be in good or serviceable condition.
- 1.10 Fences, gates: All perimeter fencing shall be intact and in good condition. Gates shall be hinged and latched.
- 1.9 Doors, Windows, Address Numbers: All doors and windows shall be intact, in good order and operating condition. There shall be no broken or deteriorated glass, hinges, handles or knobs. The side of the structure which faces a public street shall be marked as to the proper house number. Numbers shall be permanently affixed to the structure. The numbers shall be in a color which shall contrast to the exterior color of the structure. Numbers must be at least 4" high and must be visible from the public street.
- 1.8 Leaders, Gutter and Splash Blocks: All gutters and leader pipes shall be in good condition and shall be free of debris and other obstructions.
- 1.7 Root and Chimney: The roof of the structure shall be intact and shall be clear of leaks. The chimney shall be in good condition with no loose or hanging bricks or blocks. The chimney shall not be separated from the structure.
- 1.6 Trim: All exterior trim work shall be intact and fastened permanently to the building. This includes corner capping, fascia, soffit.
- 1.5 Porch: Porch decking shall be intact and shall be free of rolling or deterioration. Deck and side rails shall be painted and in good order.
- 1.4 Stairs and railings: Stairs shall be in good condition, free of obstruction and deterioration. A hand rail must be present along at least one side of the staircase.
- 1.3 Foundation: The foundation of the structure shall be substantially intact with no signs of cracking, settlement or separation.
- 1.2 Trash Cans: Trash receptacles with covers shall be provided.
- 1.1 Drainage: Spouting shall be constructed to divert water away from structure. Water shall not stand or pool on sidewalks or in driveway areas.

- 2.4 Outlets and Fixtures: All electrical outlets shall be operational. Bare or exposed wiring, Hanging electrical wires shall be prohibited. All outlets shall have face plates attached , All switches shall have covers attached.
- 2.5 Plumbing: All water pipes, drain pipes, faucets, sprays etc. shall be in working order and free of leakage. The kitchen must have both hot and cold running water.
- 2.5 Stove/Range: The stove or range shall be in good working order. Gas lines and hoses shall be properly attached.
- 2.6 Heating: All baseboard heating, radiators and other heat emitting devices shall be covered or enclosed to protect from burns. All heat pipes shall be intact and free of leakage. Electrical wires shall be intact and properly connected. Thermostats shall in good order and operational.
- 2.7 Door: The exterior door from the kitchen shall be in good order with no broken glass, hinges or knobs.
- 2.8 Appliances: If the unit has a dryer, the exhaust shall be vented to the outside of the structure.

Section 3. Bathroom:

- 3.1 Floor: All floors shall be covered with carpet, vinyl, tile or other water resistant floor tile. Floors shall be in a good serviceable condition.
- 3.2 Walls: Walls shall be free of holes and damage. Walls shall be painted or covered with suitable wallboard, panel board, plaster, tile or drywall material.
- 3.3 Ceiling: All ceiling tiles must be intact or in good repair. Plaster or drywall ceilings must be free of cracking and chipping.
- 3.4 Outlets and Fixtures: Same provisions as 2.4 shall apply.
- 3.5 Plumbing: Water closet, bowl shall be in good order, clean and serviceable. The bathtub or shower stall shall be clean and serviceable. Sink and vanity must be in good order, clean and serviceable. All plumbing shall be free of leakage. The bathroom shall have both hot and cold running water.

Section 4: Hallways:

- 4.1 Walls: Walls shall be free of holes and damage. Walls shall be painted or covered with suitable wallboard, panel board, plaster, tile or drywall material.
- 4.2 Ceiling: All ceiling tiles must be intact or in good repair. Plaster or drywall ceilings must be free of cracking and chipping.

- 4.3 Smoke detectors should be located in hallways or other common area on each inhabited floor of the dwelling unit.
- 4.4 Stairs and handrail: Stair treads must be in good condition. Carpet and floor coverings must be permanently attached. Handrails must be in good condition. Stairways and hallways must be free of obstructions.
- 4.5 Lighting: All stair and hallway lighting must be functional. Bare or exposed wires, loose or hanging fixtures are prohibited.

Section 5: Bedroom, Living Room, Dining Room and Other Living Areas:

- 5.1 Floors: All floor surfaces shall be in good solid condition free of loose or deteriorated boards, rotted or warped sub-floors. Floors shall be painted, stained, sealed, or covered with another acceptable form of floor covering including but not limited to carpet, vinyl, laminated wood products, ceramic tile, etc.
- 5.2 Walls: Walls shall be free of holes, cracking and damage. Walls shall be painted or covered with suitable wallboard, panel board, plaster, tile or drywall material.
- 5.3 Ceiling: All ceiling tiles must be intact or in good repair. Plaster or drywall ceilings must be free of cracking and chipping.
- 5.4 Lights, receptacles, fixtures: All electrical lighting, fixtures, receptacles must be in good working order. Bare or exposed wiring, hanging electrical wires shall be prohibited. All outlets shall have face plates attached. All switches must have face plates attached.
- 5.5 Overcrowding: Occupancy shall be limited to two (2) persons per bedroom, over the age of 13.

Section 6: Attic:

- 6.1 Door/access hatch: The attic area shall be accessible by a door and stairway, access hatch with retractable staircase or an access hatch which can be entered by means of a step ladder.
- 6.2 Stairs and Railing: Access stairs and hand rail must be in good, safe condition and must be free of debris and any obstructions.
- 6.3 Lighting: The attic area must be lighted. There shall be no broken or exposed electrical wiring, sockets, outlets or switches in the attic area.
- 6.4 Floor: All flooring and decking shall be permanently affixed to the joists. Deteriorated flooring or decking in walkway areas shall not be permitted.
- 6.4 Windows/ventilation: All windows shall be in good condition. There shall be no loose or broken glass. Ventilation devices shall be free of obstructions which would impede airflow.

- 6.5 Trash/Debris: Except for useful items stored in the attic area, the area shall be kept free and clear of trash and debris.

Section 7: Cellar or Basement:

- 7.1 Stairs and Railing: Access stairs and hand rail must be in good, safe condition and must be free of debris and any obstructions.
- 7.2 Foundation walls/ floor: The foundation walls shall be free of cracking, loose bricks and mortar. Floors shall be clear of trash and debris. Floors constructed of concrete shall be in good condition, free of cracks and tripping hazards. Wooden floors shall be free of loose or deteriorated boards. Floor areas should be well drained.
- 7.3 Electrical Service: The electrical service shall be adequately sized to safely service the dwelling unit. All electrical services must be inspected and approved by a qualified electrical inspector. The panel box must be covered or enclosed in a steel cabinet. There shall be no loose or exposed electrical wiring in the basement area.
- 7.4 Plumbing: The water meter shall be positioned so that it is free from freezing. There shall be no broken or leaking pipes. Sewer pipes shall be well vented and in good condition.
- 7.5 Hot water heater. The hot water heater shall be installed properly and shall show no signs of leakage, rust or swelling.
- 7.6 Weather Tightness: The basement area shall be free of groundwater seepage and shall be adequately drained. Windows and doors shall be weather tight to reduce cold air and drafts from penetrating.
- 7.7 Rodent/Insect Control: There shall be no evidences of insects or rodents in the basement area.
- 7.8 Cleanliness: The basement area shall be used for storage purposes. The basement area shall be free of trash and debris.
- 7.9 Furnace/Heating Unit: The furnace/ heating unit shall be in good working order. There shall be no evidence of fuel leakage from storage tanks or at the furnace itself. There shall be no bare or exposed electrical wires on the furnace or the heating unit. The device shall be properly vented. Chimney pipes, exhaust pipes shall be in good condition and shall not leak.

