

ORDINANCE 2006-6

AN ORDINANCE OF THE BOROUGH OF DILLSBURG, YORK COUNTY, PENNSYLVANIA, TO REQUIRE YEARLY REGISTRATION OF ALL RENTAL PROPERTIES, ESTABLISH RESPONSIBILITIES OF OWNERS AND OCCUPANTS OF RENTAL PROPERTIES, ESTABLISH A MINIMUM STANDARD TO ASSURE THAT RESIDENTIAL RENTAL STRUCTURES LOCATED WITHIN THE BOROUGH OF DILLSBURG ARE SAFE, SANITARY AND FIT FOR HUMAN OCCUPATION, ESTABLISH PROCEDURES RELATING TO INSPECTIONS AND PROVIDE PENALTIES FOR VIOLATIONS THEREOF.

BE IT ENACTED AND ORDAINED by the Council of the Borough of Dillsburg, York County, Pennsylvania, as follows:

101. Definitions - Word Usage.

A. As used in this Ordinance, the following terms, along with definitions located in the current edition of the International Property Maintenance Code, shall have the meaning indicated:

ACCESSORY STRUCTURE – a detached structure located on or partially on any premises which is not used or not intended to be used for living or sleeping by human occupants.

APPROPRIATE AUTHORITY – that person within the governmental structure of the corporate unit charged with the administration of the appropriate code.

ASHES – the residue from the burning of combustible material.

BUILDING – an independent structure having a roof supported by columns or walls resting on its foundations and includes dwelling, garage, barn, stable, shed, greenhouse, mobile home, plant, factory, warehouse, school or similar structure.

BUILDING INSPECTOR (BUILDING CODE INSPECTOR, INSPECTOR) – the individual or entity authorized by Dillsburg Borough Council to inspect properties and any other duties set forth in this Ordinance.

CENTRAL HEATING SYSTEM – a single system supplying heat to one (1) or more dwelling unit(s) or more than one (1) rooming unit.

CHIMNEY – a vertical masonry shaft of reinforced concrete or other approved noncombustible, heat-resisting material enclosing one (1) or more flues,

for the purpose of removing products of combustion from solid, liquid or gas fuels.

CLEAN and SANITARY – a condition which will not promote germ or disease growth.

DORMITORY – a room in any dwelling used for sleeping purposes by two (2) or more unrelated persons.

DWELLING – any enclosed space which is wholly or partly used, or to be used, for living or sleeping by human occupants; provided, that “temporary housing,” as hereinafter defined, shall not be regarded as a dwelling.

EGRESS – a going out, emergence, the right to go out, a way out, exit.

FAMILY – one (1) adult person plus one (1) or more persons who are legally related to said person and residing in the same dwelling unit with said person. In the event that this definition is inconsistent with State or Federal law relating to housing or disability, the definition contained in the State or Federal law shall supersede this definition and prevail.

FLUSH WATER CLOSET – a toilet bowl flushed with water under pressure with a water sealed trap above the floor level. Such toilet bowls shall have a smooth, easily cleanable surface.

GUEST – any person who shares a dwelling unit in a nonpermanent status for no more than thirty (30) days.

HABITABLE ROOM – a room or enclosed floor space used or intended to be used for living, sleeping, cooking or eating purposes, excluding laundries, furnace rooms, pantries and utility rooms of less than fifty (50) square feet, foyers or communicating corridors, stairways, storage spaces and workshops, hobby and recreation areas in unsealed or uninsulated parts of structure below ground level or in attics.

HEATED WATER – water heated to a temperature of not less than one hundred twenty (120) degrees Fahrenheit.

HOUSEHOLD – a family and/or one (1) or more unrelated persons, who share the same dwelling and use some or all of its cooking and eating facilities, including servants and not more than two (2) boarders.

KITCHEN – any room containing any or all of the following equipment or the area of a room within three (3) feet of such equipment: sink and/or other devices for dishwashing, stove or other devices for cooking, refrigerator or other devices for cool storage of food, cabinets and/or shelves for storage of equipment and utensils and counter or table for food preparation.

MULTIPLE DWELLING – any dwelling containing more than two (2) dwelling units and/or rooming units.

OCCUPANT – any person over one (1) year of age living, sleeping, cooking or eating in or actually having possession of a dwelling unit or a rooming unit, except that in dwelling units, a guest will not be considered an occupant.

ORDINARY SUMMER CONDITIONS – a temperature of ten (10) degrees Fahrenheit below the highest recorded temperature in the locality for the prior ten- (10) year period.

ORDINARY WINTER CONDITIONS – a temperature of fifteen (15) degrees Fahrenheit above the lowest recorded temperature in the locality for the prior ten (10) year period.

PERMISSIBLE OCCUPANCY – the maximum number of persons permitted to reside in a dwelling unit or rooming unit.

PLUMBING – includes all of the following supplied facilities and equipment: gas pipes, gas burning equipment, water pipes, garbage disposal units, waste pipes, water closets, sinks, installed dishwashers, lavatories, bathtubs, shower baths, installed clothes washing machines, catch basins, drains, vents and other similar supplied fixtures, together with all connections to water, sewer or gas lines.

PRIVACY – the ability of a person or persons to carry out an activity commenced without interruption or interference, either by sight or sound, by unwanted persons.

PROPERTY – a piece, parcel, lot or tract of land.

REFUSE – all putrescible and nonputrescible solids (except body wastes), including garbage, rubbish, ashes and dead animals.

RENTAL PROPERTY – any dwelling or dwelling unit occupied by a tenant or tenants under a lease, written or oral, with the owner.

RESIDENT – an individual who is domiciled in the Borough of Dillsburg or, in the case of a nonindividual, an entity with its principal place of business and mailing address in the Borough of Dillsburg.

ROOMING HOUSE – a building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two- family dwelling and shall include Hotels and Motels.

SAFETY – the condition of being free from danger and hazard which may cause accidents or disease.

SANITARY – a condition which will not promote germ or disease growth.

SPACE HEATER – a self-contained, heating appliance of either the circulating type or the radiant type and intended primarily to heat only one (1) room and which is not a fixture to the real property.

SWIMMING POOL – Any structure intended for recreational bathing that can contain water over twenty-four (24) inches (610 mm) deep. This includes in-ground, aboveground and on-ground swimming pools, hot tubs and spas. All residential swimming pools must meet the requirements of Chapter 41 and appendix G of the International Residential Code.

SUPPLIED – paid for, furnished by, provided by or under the control of the owner or operator.

TEMPORARY HOUSING – any tent, trailer, mobile home or any other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to another structure or to any utility system on the same premises for more than thirty (30) consecutive days.

102. Annual Registration and Fee

A. All rental property dwellings, including but not limited to dwelling, dwelling units, rooming houses, rooming units, dormitory rooms, must be registered at the Borough office no later than July 21, 2006 and each year following between January 1 and March 31. All owners or legal controlling persons must comply with registration:

- (1) Provide names, address and phone number of all occupants, tenants, roomers or persons living within the dwelling, dwelling unit, rooming unit or dormitory that may or may not have a valid lease or rental agreement. This information must be updated within thirty (30) days of occupant, tenant, roomer or person change and should include forwarding information for previous occupants, tenants, roomers or persons.
- (2) Provide the name(s), address and phone numbers of owner.
- (3) Provide any other needed information allowable by law.

B. Every person owning a rental property dwelling, a rooming house or other rental property shall give notice, in writing, to the Building Code Inspector within twenty-four (24) hours after having transferred or otherwise disposed of the legal control of any licensed rooming house or rental property. Such notice shall include the name and address of the person or persons succeeding to the ownership or control of such rooming house or rental property.

C. As part of the Annual Registration a basic fee shall be paid for each and any rental property dwelling, including but not limited to dwelling units, rooming houses, rooming units, dormitory rooms. The fee schedule is as follows:

Year 1 (2006): \$150 registration fee for up to 3 units per address, \$25 for each additional unit per address.

This will cover IPMC Book, Q/A session, and up to 2 minimum condition inspections per unit.

Repeat failures will cost \$55 per inspection.

Year 2 (2007): \$110 registration fee for up to 3 units per address, \$25 for each additional unit per address.

This will cover 1 complete inspection per unit.

Repeat inspections will cost \$55 each per unit.

Year 3 and beyond: Fee will be set by resolution.

D. All fees and charges for inspection, as set forth by resolution of Council, shall be paid in advance at the time application thereof is made to the Borough.

E. All fees and charges for inspection due and unpaid under this Part shall be recovered by the Borough as other debts due the Borough are now by law recovered.

F. Any owner who fails or refuses to register and pay the annual registration fee will be subject to fines, penalties and actions as set forth in this Ordinance.

103. Responsibilities of Owners and Occupants

A. In July of 2004, Dillsburg Borough adopted the International Property Maintenance Code, which is available to the public for examination during regular business hours at the Borough Office. This code defines the minimum condition of a building in order to be habitable. Owners and Occupants should be aware of and are responsible for any and all information found in the current edition of the International Property Code, as well as the following:

1. In the case of rental properties which contain attached or detached garages and/or off street parking spaces, these spaces must be rented with the dwelling unit to insure adequate off-street parking in accordance with the Borough Zoning Ordinance requirements and may not be rented to non-tenants of the property unless adequate parking spaces exist.

2. Every owner of a rental property containing two (2) or more dwelling units shall supply facilities or containers for the sanitary and safe storage and/or disposal of rubbish, recycling and garbage. In the case of single-family dwellings, it shall be the responsibility of the occupant to furnish such facilities or containers.

3. All construction and materials, ways and means of egress and installation and use of equipment shall conform to applicable State and Local laws dealing with fire protection per NFPA.

4. No person shall operate a rental property rooming house or shall occupy or let to another for occupancy any rental property, dormitory room and/or rooming unit in any rooming house which is not in compliance with the provisions of this Ordinance. No owner or other person shall occupy or let to another person any rooming unit or dormitory room unless it is clean and sanitary and complies with all applicable requirements of the Borough of Dillsburg, including the following:

a. No person shall operate a rental property rooming house unless he holds a valid Certificate of Occupancy issued by the appropriate authority in the name of the operator and for the specific dwelling or dwelling unit. The operator shall apply to the appropriate authority upon compliance by the operator with the applicable provisions of this Part and of any rules and regulations adopted pursuant thereto. The Certificate shall be transferable. Every person holding such a permit shall give notice, in writing, to the appropriate authority within twenty-four (24) hours after having sold, transferred, given away or otherwise disposed of ownership of, interest in or control of any rooming house. Such notice shall include the name and address of the person succeeding to the ownership control of such rooming house.

b. At least one (1) flush water closet, lavatory basin and bathtub or shower, properly connected to a water and sewer system approved by the Building Inspector and in good working condition, shall be supplied

for each six (6) persons or fraction thereof residing within a rooming house, including members of the operator's family wherever they share the use of said facilities; provided, that:

(1) In a rooming house where rooms are let only to males, flush urinals may be substituted for not more than one and two-tenths (1.2) the required number of water closets.

(2) All such facilities shall be so located within the dwelling as to be reasonably accessible from a common hall or passageway to all persons sharing such facilities.

(3) Every lavatory basin and bathtub or shower shall be supplied with heated and unheated water under pressure at all times.

(4) No such facilities shall be located in a basement.

c. The following provisions shall apply in all rental property rooming houses:

(1) Cooking in dormitory rooms and rooming units is prohibited.

(2) Communal cooking and dining facilities in a rooming house are prohibited.

(3) Access doors to rooming units shall have operating lock to ensure privacy.

d. Unless exempted by the Building Code Inspector in writing, the operator of every rental property rooming house shall change supplied bed linen and towels therein at least once a week and prior to the letting of any room to any occupant, and the operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.

5. Maintenance of Exterior of All Premises

a. The exterior of the premises and all structures thereon shall be kept free of all nuisances and any hazards to the safety of occupants, pedestrians, and other persons utilizing the premises and free of unsanitary or noxious conditions. It shall be the duty of the owner, operator or occupant to keep the premises free of hazards, including, but not limited to, the following:

(1) Refuse, including brush, weeds, broken glass, stumps, roots, obnoxious growths, filth, animal excretion, trash, garbage, rubbish and debris. All such material shall be enclosed or screened and periodically removed. Natural growth, including dead and dying trees and limbs or other natural growth which, by reason of rotting or deterioration or storm damage, constitute a hazard to all persons in the vicinity thereof. Trees shall be kept pruned and trimmed to prevent such conditions. This provision shall be applicable to trees planted in the sidewalk area. Overhanging materials, including loose and low hanging objects, and accumulations of ice and snow that by reason of location and placement above ground level constitute a danger of falling on persons or property below in the vicinity thereof. Ground surface hazards or unsanitary conditions, including holes, excavations, breaks, projections, obstructions, icy conditions, uncleared snow and excretion of pets or other animals on paths, walks, curbs, driveways, parking lots and parking areas and other parts of the premises which are accessible to and used by persons on the

premises. All such holes and excavations shall be filled and repaired, walks, sidewalks, curbs and steps replaced, and other conditions removed when necessary to eliminate hazards or unsanitary conditions. Performance is to be made with reasonable dispatch upon discovery.

(2) All lots shall be graded so as to prevent puddling.

Adequate run-off drains shall be provided and maintained in a manner that shall eliminate recurrent or excessive accumulations of stormwater. The drainage water from down spouts or air conditioning condenser units shall be directed so as not to create damage or hazard to neighboring property or sidewalk areas or shall be discharged into underground drains.

(3) Foundation walls shall be kept structurally sound, free from defects and damage and capable of bearing safely imposed loads.

(4) Chimneys and all flue and vent attachments thereto shall be maintained in a manner structurally sound and free from defects in order to capably perform at all times functions for which they were designed. Chimneys, flues, gas vents and other draft-producing equipment shall provide sufficient draft to develop the rated output of the connected equipment, be structurally safe, durable, smoke-tight, and capable of withstanding the temperature and action of flue gases.

(5) Exterior porches, landings, balconies, decks, stairs and fire escapes shall be provided with railing properly designed and maintained to minimize the hazard of falling and the same shall be kept structurally sound, in good repair and free from defects.

b. The exterior of the premises, the exterior of the dwelling structures, and the condition of accessory structures shall be maintained so that the appearance of the premises and all buildings thereon shall reflect a level of maintenance in keeping with the residential standards of the neighborhood. The appearance of the premises and structures shall be so maintained that they do not constitute a blighting factor for adjoining property owners nor an element leading to the progressive deterioration and downgrading of the neighborhood with the accompanying diminution of property values. Such minimum standards shall include, but not be limited to, the following:

(1) Equipment and material relating to commercial or industrial uses shall not be stored or used at a location visible from the sidewalk, street, other public areas or adjoining properties.

(2) All signs permitted by reason of other regulations, or as a lawful nonconforming use under the provisions of the Dillsburg Borough Zoning Ordinance, shall be maintained in good repair.

(3) All reconstruction of walls and siding shall be accepted standard quality. Materials used shall not be of a type that by their appearance and under prevailing appraisal practices and standards will depreciate the values of neighboring and adjoining premises.

(4) The exterior of every structure or accessory structure

(including fences) shall be maintained in good repair, and all surfaces thereof shall be kept painted or otherwise treated when necessary for purposes of preservation and appearance. The same shall be maintained free of broken glass, loose shingles, crumbling stone or brick, excessive peeling paint or other conditions reflective of deterioration or inadequate maintenance, to the end that the property itself may be preserved, safety and fire hazards eliminated, and adjoining properties and the neighborhood protected from blighting influences.

(5) All auxiliary structures in residential areas shall be securely affixed and anchored to a foundation that would prevent said buildings from being blown from their location by high winds and moved or removed by vandals.

6. Basements, cellars and crawlspaces are to be free of moisture resulting from seepage, and cross ventilation shall be required when necessary to prevent accumulation of moisture.

7. Every owner or other person in charge of a rental property or rooming house shall keep or cause to be kept records of all requests for repairs and complaints by tenants which are related to the provisions of this Ordinance and to any applicable rules and regulations, and of all corrections made in response to such requests and complaints. Such records shall be made available by the owner or other person in charge to the Building Code Inspector for inspection and copying upon demand. Such records shall be admissible in any administrative or judicial proceedings pursuant to the provisions of this Ordinance as prima facie evidence of the violation or the correction of violations of this Ordinance or applicable rules and regulations pursuant thereto.

104. Building Code Inspector

A. The Building Code Inspector is hereby authorized and directed to inspect rental property dwellings and rooming houses and all other rental properties, subject to the provisions of this Ordinance.

B. The Building Code Inspector is hereby authorized and directed to make inspections pursuant to this Ordinance, or in response to a complaint that an alleged violation of the provisions of this Ordinance or of applicable rules or regulations pursuant thereto has been committed or when the Building Code Inspector has valid reason to believe that a violation of this ordinance or of any rules and regulations pursuant thereto had been committed.

C. The Building Code Inspector is authorized and directed to make inspections at any reasonable hour (9 a.m. until 7 p.m.) to determine compliance with this Ordinance. For this purpose, the Building Code Inspector is authorized to enter and examine any rental property or rooming house, yard or part, or either and every owner, operator, occupant or agent shall give the Building Code Inspector free access to it. Inspection may be postponed and/or rescheduled due to illness or other emergency or unforeseen circumstance. The Building Code Inspector and the owner or occupant or other person in charge of a dwelling, dwelling unit, rooming house, rooming unit, or dormitory, subject to this Ordinance, may agree to an inspection by appointment at a time other than the hours provided by this Ordinance. The owner, agent or person in charge must be present at all times during the inspection.

1. The owner or occupant or other person in charge of a rental property dwelling, dwelling unit, rooming house or dormitory room, upon presentation by the Building Code Inspector of proper identification, shall give the Building Code

Inspector entry and free access to every part of the dwelling, dwelling unit, rooming house, dormitory room or to the premises surrounding any of these. Pets of any kind must be secured or removed from the premises in order to provide entry and free access to all areas and parts. Before making inspections within a contiguous area, the Building Code Inspector shall first consult with organizations representative of property owners and other residents of such contiguous area, if any such organization exists.

2. If any owner, occupant or other person in charge of a rental property dwelling, dwelling unit, rooming unit, dormitory room or a multiple dwelling or rooming house, subject to the provisions of this Ordinance, refuses, impedes, inhibits, interferes with, restricts, or obstructs entry and free access to every part of the structure or premises where inspection authorized by this Ordinance is sought, the Building Code Inspector is authorized to seek, in a court of competent jurisdiction, an order that such person in charge cease and desist with such interference. Such person may also be subject to fines, penalties and actions as set forth in this Ordinance.

D. The Building Code Inspector and the Borough shall have the authority to institute any action permitted by law to enforce the provisions of this Ordinance.

105. Inspection of Rental Properties and Rooming Houses.

A. Whenever, upon inspection of the rental property or rooming house or of the records required to be kept by this Ordinance, the Building Code Inspector finds that conditions or practices exist which are in violation of the provisions of this Ordinance or of any applicable rules and regulations pursuant thereto, the Inspector shall serve the owner or other person in charge with notice of such violation in a manner hereinafter provided. Such notice shall state that unless the violations cited are corrected within the time provided, the owner shall be subject to fines, penalties and actions provided by this Ordinance.

B. On August 14, 2006 the Borough will start inspecting residential rental properties for compliance. The following items need to be brought into compliance by December 31, 2006 in order to continue to occupy the residence:

(1) Smoke detectors must be mounted in each bedroom and in the common area outside a bedroom, with a minimum of one per floor. These smoke detectors must be hardwired to a 110v-power supply with a battery back up and interconnected.

(2) Stairs, Ramps and Railings will be inspected for stability, ballasted spacing, grip size and general egress path size.

(3) Electrical Panels will be inspected for correct installation, grounded / bonded, and circuits not overloaded. Main disconnect readily accessible to tenants without entering another tenant's residence. GFCI circuits in kitchen, baths, and unfinished basements.

(4) Plumbing will be inspected for leaks with all attached fixtures in good working order.

(5) Exterior doors must be in good working order with locking capability as required by the International Residential Code.

(6) Windows must be in good working order, able to be opened for ventilation and emergency egress. Windows within six foot of grade must have locking capability.

(7) Residence clearly identified with street number in compliance with Borough Ordinance.

C. Inspection conducted after 1/1/07 will require FULL compliance to the current edition of the International Property Maintenance Code.

106. Notice of Violation.

A. Whenever the Building Code Inspector determines that any rental dwelling, dwelling unit, rooming house, rooming units, dormitory rooms or the premises surrounding any of these fails to meet the requirements set forth in this Ordinance or in applicable rules and regulations issued pursuant thereto, the Inspector shall issue a notice setting forth the alleged failures and advising the owner or occupant or other person in charge that such failures must be corrected. This notice shall:

(1) Be in writing.

(2) Set forth the alleged violations of this Part or if applicable rules and regulations issued pursuant thereto.

(3) Describe the dwelling, dwelling unit, rooming house, rooming unit, dormitory room or premises where the violations are alleged to exist or to have been committed.

(4) Provide a reasonable time for the correction of any violation alleged.

The time for compliance shall take into consideration the seriousness of the violation and the climatic conditions. The Building Code Inspector may, in the Inspector's sole and absolute discretion, give one (1) additional extension of time; provided, the property owner is exercising due diligence and the inability to make the correction is through no fault of the property owner.

(5) Be served upon the owner or occupant or other person in charge of the dwelling, dwelling unit, rooming house, rooming unit, dormitory room or premises personally or by certified mail, return receipt requested, addressed to the last known place of residence of the owner or occupant or other person in charge. If one (1) or more persons to whom such notice is addressed cannot be found after diligent effort to do so, service may be made upon such persons by posting a notice in or about the dwelling, dwelling unit, rooming house, rooming unit, dormitory room or premises described in the notice or by causing such notice to be published in a newspaper for three (3) consecutive days.

(6) Include a statement of the right to file a lien in accordance with the International Property Maintenance Code.

B. At the end of the period of time allowed for the correction of any violation alleged, the Building Code Inspector shall re-inspect the dwelling, dwelling unit, rooming house, rooming unit, dormitory room or premises described in the notice.

(1) Whenever the Building Code Inspector finds that any dwelling, dwelling unit, rooming house, rooming unit, dormitory room or premises constitutes a serious hazard to the health and safety of the occupants or the public because it is dilapidated, unsanitary, vermin-infested or lacking in the facilities and equipment required by this Part and any amendments thereto, the Inspector shall designate such property as unfit for human habitation. Such designation shall be posted on the dwelling, dwelling unit, rooming house, rooming unit, dormitory room or premises and shall specify the reason or reasons. It shall be unlawful for any person to remove such notice except as provided below.

(2) Any property so designated as unfit for human habitation shall be vacated within twenty-four (24) hours and shall not again be used for human habitation until the conditions have been eliminated and the Building Code Inspector has removed the designation and given written approval for occupancy.

(3) Any person aggrieved by a designation of unfitness for human habitation may appeal to the Housing Appeals Board, as described in this Ordinance.

C. Any owner or occupant or other person in charge of a rental property who has received notice of a violation of this Ordinance and fails to take the necessary corrective action will be subject to fines, penalties and actions as set forth in this Ordinance.

107. Appeals

A. Any person aggrieved by a determination of violation issued by the Building Code Inspector may appeal the determination to the UCC/Housing Appeals Board on an appeal form that shall be available from the Building Code Inspector or Borough Staff.

B. The appeal must be filed at the Borough Office no later than ten (10) days after the date of the determination of violation.

C. An appeal fee which shall be set by Resolution must also be paid by the appellant at the time the appeal is filed. No refund shall be paid if the sole determination of the Housing Appeals Board is an extension of time for compliance.

D. The Housing Appeals Board shall meet to hear the appeal not later than sixty (60) days after the appeal is filed. Notice of the time and date and place of the hearing shall be sent by ordinary mail to the appellant or the appellant's attorney of record not less than ten (10) days prior to the date and time of the hearing.

E. The burden of proof shall be on the Building Code Inspector to establish a violation of this Ordinance. The determination of the Building Code Inspector shall be affirmed if supported by substantial evidence.

108. Housing Appeals Board.

A. The UCC/Housing Board will be established and members appointed by separate Resolution adopted by the Dillsburg Borough Council.

109. Conflict with Other Provisions.

A. In any case where a provision of this Ordinance is found to be in conflict with a provision of any zoning, building, fire safety or health ordinance or code of the Borough or regulations of the Pennsylvania Department of Labor and Industry co-existing on the effective date of this Ordinance, the provision which establishes a higher standard for the promotion and protection of the health and safety of the people shall prevail. In any case where a provision of this Ordinance is found to be in conflict with provision of any other ordinances or codes of the Borough existing on the effective date of this Ordinance which establishes a lower standard for the promotion and protection of the health and safety of the people, the provisions of this Ordinance shall prevail, and such other ordinances or codes are hereby declared to be repealed to the extent that they may be found in conflict with this Ordinance.

110. Penalties:

A. Any person, firm, corporation or other entity who shall violate any provision of this Ordinance shall, upon conviction thereof, be sentenced to pay a fine of not more than \$1,000, plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation of this Part continues shall constitute a separate offense.

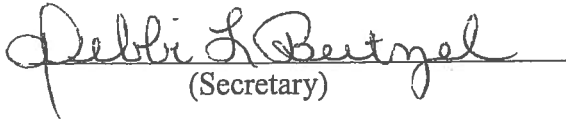
111. Severability:

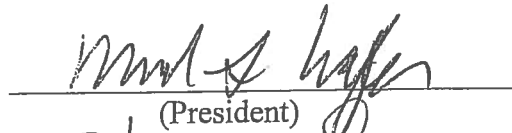
A. If any provision, sentence, clause, section, or any part of this Ordinance is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality, or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts of this Ordinance. It is hereby declared as the intent of the Borough Council, that this Ordinance would have been adopted had such unconstitutional, illegal, or invalid provision, sentence, clause, section, or part thereof not have been included herein.

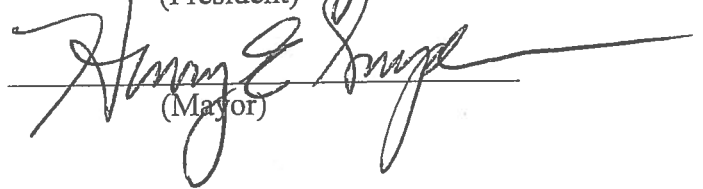
THIS ORDINANCE shall become effective June 13, 2006.

DULY ENACTED AND ORDAINED this 13 day of June 2006.

ATTEST:


(Secretary)


(President)


(Mayor)