

**CUMBERLAND TOWNSHIP
GREENE COUNTY, PENNSYLVANIA**

ORDINANCE NO. 3-2019

**AN ORDINANCE OF CUMBERLAND TOWNSHIP, GREENE COUNTY,
PENNSYLVANIA, ESTABLISHING PROPERTY MAINTENANCE
THROUGHOUT CUMBERLAND TOWNSHIP, GREENE COUNTY AND
COMMONWEALTH OF PENNSYLVANIA.**

WHEREAS, the Township has experienced significant property maintenance and property related nuisance problems in the Township which could be largely addressed by local enforcement of state and local laws designed to protect the public health, safety and welfare; and

WHEREAS, administrative procedure to impose civil penalties and citations are needed to address said public nuisance property problems; and

WHEREAS, public nuisance conditions include and incite activities or conduct that are detrimental to the protection, health, safety and general public welfare of the residents of the city; and

WHEREAS, the amendments as proposed herein shall establish broader for public nuisance actions and provide a more expeditious, streamlined administrative process for the prosecution of public nuisance actions for abatement against property owners that maintain public nuisances on their properties within Township boundaries.

NOW THEREFORE, the Board of Supervisors of Cumberland Township under and by virtue of, and pursuant to the authority granted by the Second-Class Township Code, as amended, does hereby ENACT and ORDAIN as follows:

SECTION 1. TITLE

This Ordinance shall be known and cited as the “Cumberland Township Property Maintenance Code Ordinance of 2019”.

SECTION 2. SCOPE

The provisions of this Ordinance shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance, the responsibility of owners, operators and occupants; the occupancy of existing structures and premises and for administration, enforcement and penalties. The provisions of this Ordinance shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.

SECTION 3. INTENT

This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein. Repairs, alterations, additions to a change of occupancy in existing buildings shall comply with the International Existing Building Code.

SECTION 4. DEFINITIONS

Scope – Unless otherwise expressly stated, the following terms shall, for the purposes of this Ordinance, have the meanings shown in this Section.

Interchangeability – Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

Terms not defined – Where terms are not defined through the methods authorized by this Section, such terms shall have ordinarily accepted meanings such as the context implies.

Parts – Wherever the words “dwelling unit,” “dwelling,” “premises,” “building,” “rooming house,” “rooming unit,” “housekeeping unit” or “story” are stated in this Ordinance they shall be construed as though they were followed by the words “or any part thereof.”

APPROVED – Approved by the Code Official;

BASEMENT – That portion of a building, which is partly or completely below grade;

BATHROOM – A room containing plumbing fixtures including a bathtub or shower;

BEDROOM – Any room or space used or intended to be used for sleeping purposes;

CODE OFFICIAL – The Official who is charged with the administration and enforcement of this Ordinance, or any duly authorized representative;

CONDEMN – To adjudge unfit for occupancy;

DWELLING UNIT – A single unit providing complete, independent living facilities for one (1) or more persons, including permanent provisions for living sleeping, eating, cooking and sanitation;

EASEMENT – That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above a said lot or lots;

EXTERIOR PROPERTY – The open space on the premises and on adjoining under the control of owners or operators of such premises;

EXTERMINATION – The control and elimination of insects, rats or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food; by poison spraying, fumigating, trapping or by any other pest elimination methods;

GARBAGE – The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food;

GUARD – A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level;

HABITABLE SPACE – Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls storage or utility spaces and similar areas are not considered habitable spaces;

HOUSEKEEPING UNIT – A rooms or group of rooms forming a single habitable space equipped and intended to be used for living, sleeping, cooking and eating which does not contain, within such a unit, a toilet, lavatory and bathtub or shower;

IMMINENT DANGER – A condition, which could cause serious of life-threatening injury or death at any time;

INFESTATION – the premises, within or contiguous to, a structure or premises of insects, rats, vermin or other pests;

LET FOR OCCUPANCY OR LET – To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premises or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for sale of land;

OCCUPANCY – The purpose for which a building or portion thereof is utilized or occupied;

OCCUPANT – Any individual living or sleeping in a building or having possession of a space within a building;

OPENABLE AREA – That part of a window, skylight or door which is available for unobstructed ventilation and which open directly to the outdoors;

OPERATOR – Any person who has charge, care or control of a structure of premises which is let or offered for occupancy;

OWNER – Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court;

PERSON – An individual, corporation, partnership or any other group as a unit;

PREMISES – A lot, plot or parcel of land, easement or public way, including any structures thereon;

PUBLIC WAY – Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is deeded, dedicated or otherwise permanently appropriated to the public for public use;

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;

ROOMING UNIT – Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes;

RUBBISH – Combustible and noncombustible waste materials except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials;

STRUCTURE – That which is built or constructed or a portion thereof;

TENANT – A person, corporation, partnership, or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit;

YARD – An open space on the same lot with the structure.

SECTION 5. HISTORIC BUILDING

The provisions of this Ordinance shall not be mandatory for existing buildings or structures designated as historic buildings when such buildings or structures are judged by the code official to be safe and in the public interest of health, safety and welfare.

SECTION 6. GENERAL REQUIREMENTS

A. Responsibility - The owner of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this Ordinance. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this Ordinance. Occupants of a dwelling unit, rooming unit or housekeeping unit are responsible for keeping in a clean, sanitary and safe condition that part of the dwelling unit, rooming unit, housekeeping unit or premises which they occupy and control.

B. Vacant Structures and Land – All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary conditions as provided

herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 7. EXTERIOR PROPERTY AREAS

A. Sanitation – All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property, which such occupant occupies or controls in a clean and sanitary condition.

B. Grading and Drainage – All premises shall be graded and maintained in order to prevent the erosion of soil and to prevent the accumulation of stagnant water therein. Owner/occupant shall also take the appropriate steps to prevent the accumulation of stagnant water in and on any structure located therein. The exception to Section 7(B) would be any approved retention areas and/or reservoirs.

C. Weeds – All premises and exterior property shall be maintained free from weeds or plant growth in excess of six (6”) inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided however; this term shall not include cultivated flowers and gardens. An ^{exception} ~~exception~~ to Section 7(C) would be any and all agricultural property within the Township.

Upon failure of the owner and/or occupant of property to cut and/or destroy weeds as set forth herein and after service of a five (5) days’ notice violation, the owner and/or occupant shall be subject to prosecution. Upon failure to comply with the notice of violation, any duly authorized employee of the Township or contractor hired by the Township shall be authorized to enter upon the property in violation thereof and cut and destroy the weeds growing thereon and the costs of such removal shall be paid by the owner and/or occupant of the property.

- D. Rodent Harborage – All structures and exterior property shall be kept free from rodent harborage and infestation. Where rodents are found, they shall be promptly exterminated by approved process, which will not be injurious to human health. After examination proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.
- E. Accessory Structures – All necessary structures, including detached garages, fences and walls shall be maintained structurally sound and in good repair.

SECTION 8. SWIMMING POOLS, SPAS AND HOT TUBS

Swimming pools shall be maintained in a clean and sanitary condition, and in good repair. Swimming pools shall be chemically treated and shall not allow water to become stagnant.

SECTION 9. EXTERIOR STRUCTURE

- A. General – The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.
- B. Protective Treatment – All exterior surfaces, including but not limited to, doors, door and window cornices, porches, trim, balconies, decks and fences shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering treatment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. All siding and masonry joints as well as those between the building envelope and the perimeter of windows, doors and skylights shall be maintained weather resistant and watertight. All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion and all surfaces with rust or corrosion

shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designated for stabilization by oxidation are exempt from this requirement.

- C. Structural Members – All structural members shall be maintained free from deterioration, and shall be capable of safety supporting the imposed dead and live loads.
- D. Foundation Walls – All foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.
- E. Exterior Walls – All exterior walls shall be free from holes, breaks and loose or rotting materials; and maintained weatherproof and properly surface coated were required to prevent deterioration.
- F. Roofs and Drainage – The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.
- G. Overhang extensions – All overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintain in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

- H. Stairways, Decks, Porches and Balconies – Every exterior stairway, deck, porch and balcony and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.
- I. Chimneys and Towers – All chimneys, cooling towers, smoke stacks and similar appurtenances shall be maintained structurally safe and sound and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.
- J. Handrails and Guardrails – Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.
- K. Window, Skylight and Door Frames – Every window, skylight, door and frame shall be kept in good condition, good repair and weather tight.
- L. Glazing – All glazing materials shall be maintained free from cracks and holes.
- M. Operable Window – Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.
- N. Doors – All exterior doors, door assemblies and hardware shall be maintained in good condition. Locks at all entrances to dwelling units, rooming units and guest rooms shall tightly secure the door.

Doors providing access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with a deadbolt lock meeting specifications set forth herein. Such deadbolt locks shall be operated only by turning of a knob or a key and shall have a lock throw of not less than one (1”) inch. For the purpose of this

Section, a sliding bolt shall not be considered an acceptable deadbolt lock. Such deadbolt shall be installed according to manufacturer's specifications and maintained in good working order. All deadbolt locks required by this Section shall be designed and installed in such manner so as to be operable inside of the dwelling unit, rooming unit or housekeeping unit without the use of a key, tool, combination thereof or any other Section knowledge or effort.

- O. Basement Hatches – Every basement hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.
- P. Building Security – Doors, windows or hatchways for dwelling units, room units or housekeeping units shall be provided with devices designated to provide for the occupants and property within.
- Q. Basement Hatchways – Basement hatchways that provide access to a dwelling unit, rooming unit or housekeeping unit that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

SECTION 10. RUBBISH AND GARBAGE

- A. Accumulation of Rubbish or Garbage – All exterior property and premises, and the interior of every structure, shall be free from any accumulation of rubbish or garbage.
- B. Disposal of Rubbish – Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in approved containers.
- C. Rubbish Storage Facilities – The owner of every occupied premises shall supply approved covered containers for rubbish and the owner of the premises shall be responsible for the removal of rubbish.

- D. Refrigerators – Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on premises without first removing the doors.
- E. Disposal of Garbage – Every occupant of a structure shall dispose of garbage in a clean and sanitary manner by placing such garbage in an approved garbage disposal facility or approved garbage containers.
- F. Garbage Facilities – The owner of every dwelling shall supply an approved leak proof, covered, outside garbage container.
- G. Containers – The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, approved leak proof containers provided with close fitting covers for the storage of such materials until removed from the premises for disposal.

Upon failure of the owner or agent having charge of a property to dispose of garbage or refuse after service of a five (5) day notice violation, any duly authorized employee of the Township or contractor hired by the Township shall be authorized to enter upon the property in violation and remove garbage, trash or rubbish and the cost of such removal shall be paid by the owner or agent responsible for the property.

SECTION 11. EXTERMINATION

- A. All structures shall be kept from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminate by approval process that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.

- B. Owner – The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.
- C. Single Occupant – The occupant of a one (1) family dwelling or of a single-tenant nonresidential structure shall be responsible for extermination on the premises.
- D. Multiple Occupancy – The owner of a structure containing two (2) or more dwelling units, a multiple occupancy, a rooming house of a nonresidential structure shall be responsible for extermination in the public or shared areas of the structure and exterior property. In infestation is extermination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied to prevent such infestation in the area occupied, the occupant shall be responsible for extermination.
- E. Occupant – The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure. Exception: where the infestations are cause by defects in the structure, the owner shall be responsible for extermination.

SECTION 12. RESPONSIBILITIES OF THE OCCUPANT

Any occupant for a premises shall be responsible for compliance with the provision of this Ordinance will respect to the respect to the maintenance to the part of that premises which he/she occupies and/or controls in a safe, sound and/or sanitary condition pursuant to the terms of the contract/agreement under which he exercises occupancy and/or control thereof.

SECTION 13. RESPONSIBILITIES OF OWNERS

The owner of a premises shall comply with the provisions of this Ordinance as well as operators and/or occupants regardless of any agreements between owners and operators or

occupants as to which party shall assume such responsibility. Therefore, the owners and occupants are jointly and severally liable for the violations of this Ordinance.

SECTION 14. NOTICES AND ORDERS

- A. General – The code official shall enforce all provisions of this Ordinance.
- B. Notices and Orders – The Code Official shall issue all necessary notices and orders to abate illegal or unsafe conditions to ensure compliance with this Ordinance’s requirements for the safety, health and general welfare of the public. In those situations where the Code Official issues a notice for weeds/grass (i.e. grass, weeds, etc.) the owner/occupant shall jointly be liable for payment of a fee for said notice of Twenty Five (\$25.00) Dollars, which said fee may be modified by a motion of the Township.
- C. Forms – Such notice prescribed in this Section shall be in accordance with all of the following:
 - 1. Be in writing to the owner and/or occupant;
 - 2. Include a description of the real estate sufficient for identification;
 - 3. Include a statement of the violation or violations and why the notice is being issued;
 - 4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this Ordinance.
 - 5. Shall advise that in addition to fines and penalties and subsequent to the voluntary compliance time, the Township may itself correct the deficiencies or contract for

the correction thereof and assess the cost thereof as a lien against the premises and/or recover the expenses so incurred in a manner prescribed by law.

D. Method of Service – Such notice shall be deemed to be properly served if a copy thereof is:

1. Delivered personally; or
2. Sent by certified mail or first class mail addressed to the last known address;
or
3. If the notice is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by the notice and at the Township Building.
4. In the event the owner and/or occupant cannot be ascertained or is not able to be located, a notice, containing the above required information in summary form, shall be published once in each of two (2) consecutive weeks in a newspaper of general circulation in the Township, advising of the existence of the violation and requiring correction thereof, in accordance with the terms and conditions herein established.

SECTION 15. COMPLIANCE

A. Compliance - The owner and/or occupant shall have thirty (30) days from the receipt of a notice of violation to correct any and all stipulated deficiencies. Extensions to the thirty (30) day period in which deficiencies must be corrected may be granted by the Township upon demonstration by the owner and/or occupant that such an extension thereto is warranted and justified. Failure to comply shall constitute a violation of this Ordinance.

- B. Section 15(A) of this Ordinance is subordinate to the provisions as set forth in Section 7(C) and Section 10(G). Therefore, the notice provisions in Section 7(C) and 10(G) require only a five (5) day notice. In all other situations there is a thirty (30) day notice set forth in Section 15(A) herein.
- C. Inspection – The Board of Supervisors may, or through its authorized representative of the Township, enter onto a premises for the purpose on inspection of any and all premises, properties, buildings and/or structures located within the Township for ascertaining the existence of violations.

SECTION 16. AUTHORITY TO REMEDY NONCOMPLIANCE

If the owner/occupant does not comply with the notice to abate the condition, within the time limit prescribed, Cumberland Township shall have the authority to take measures to correct the conditions and collect the cost of such corrections plus ten (10%) percent of all costs. Cumberland Township, in such event and pursuant to its statutory or otherwise authorized police powers, shall have the right and power to enter upon the offending premises to accomplish the foregoing.

SECTION 17. PENALTIES

Any person, firm, corporation who shall violate any provision of this Ordinance shall, upon conviction thereof, be sentenced to pay a fine of not less than One Hundred (\$100.00) Dollars and not exceeding One Thousand (\$1,000.00) Dollars, together with the cost of prosecution, and/or to imprisonment for a term not to exceed ninety (90) days. Each day a conviction is violation of this Ordinance exists beyond the thirty (30) day voluntary compliance period shall constitute a separate violation of this Ordinance. The District Justice shall also order

the occupant/owner to be responsible for any and all costs incurred by the Township including the fee for notices issued by the Township.

SECTION 18. SEVERABILITY

In the event that any provision, section, sentence or portion of this Ordinance shall be held invalid, such invalidity shall not effect or impair any of the remaining provisions of this Ordinance, as the provision are severable and would have been enacted had not such invalid provisions been included herein. All ordinances or part of ordinances, which are inconsistent herewith, are hereby repealed.

SECTION 19. REPEALER

All Ordinances or parts of Ordinances that are inconsistent herewith are hereby repealed.


SECTION 20. EFFECTIVE DATE

This Ordinance shall take effect immediately.


ENACTED AND ORDAINED by the Board of Supervisors of the Cumberland Township, Greene County, Pennsylvania this 15th day of July, 2019.

ATTEST:

CUMBERLAND TOWNSHIP


Debra Rush, Secretary/Treasurer

By: 
William C. Groves, Chairman

By: 
William H. Nicholson, Vice-Chairman

By: 
James M. Sokol, Supervisor