

CITY OF ALIQUIPPA  
ORDINANCE NO. 3 of 2014

AN ORDINANCE OF THE CITY OF ALIQUIPPA, BEAVER COUNTY, PENNSYLVANIA. AN ORDINANCE ESTABLISHING THE LICENSING AND INSPECTION OF ALL RENTAL UNITS INCLUDING SINGLE AND MULTIPLE FAMILY DWELLINGS, COMMERCIAL ESTABLISHMENTS, BOARDING AND ROOMING HOUSES INCLUDING MOTELS, HOTELS, AND BED AND BREAKFASTS.

FURTHERMORE, ESTABLISHING A SCHEDULE FOR INSPECTIONS BY THE CITY CODE ENFORCEMENT OFFICER AND DESIGNEES AND ESTABLISHING A FEE SCHEDULE FOR LICENSING AND THE ESTABLISHMENT OF PENALTIES FOR THE VIOLATION OF THIS ORDINANCE.

WHEREFORE, owner occupied dwellings are historically and factually better maintained than tenant occupied units, and;

WHEREFORE, the City is charged with ensuring the welfare of its residents, owners and tenants alike, and;

WHEREFORE, blighting can occur in neighborhoods as the result of delayed maintenance, deteriorated structures, and outmoded facilities, and;

THEREFORE, the City of Aliquippa, in an effort to ensure the safety and well being of all its residents, establishes the following definitions, owner's duties, occupant's duties, fees, registration requirements, and violations and penalties.

**DEFINITIONS**

BOARD - The Code Appeals Board of the City of Aliquippa

CODE - The official Building Code or Property Maintenance Code adopted by the City of Aliquippa.

CITY - City of Aliquippa, Beaver County, Pennsylvania.

DISRUPTIVE CONDUCT - Any form of conduct, action, incident, or behavior, perpetrated, caused, or permitted by any OCCUPANT or visitor of a REGULATED RENTAL UNIT that is so loud, untimely (time of day), offensive, riotous, or that otherwise disturbs other PERSONS of reasonable sensibility in their peaceful enjoyment

of their PREMISE such that a report is made to POLICE complaining of such action, conduct, incident, or behavior. It is not necessary that such constitute a criminal offense, nor that criminal charges be filed against any PERSON in order for a person to have perpetrated, caused, or permitted the commission of DISRUPTIVE CONDUCT as defined herein. Provided, however, that no DISRUPTIVE CONDUCT shall be deemed to have occurred unless the POLICE shall investigate and make a determination that such did occur, and make record of such occurrence.

DISRUPTIVE CONDUCT REPORT - A written report of DISRUPTIVE CONDUCT on a form to be prescribed by the CITY, to be completed by the POLICE who actually investigates an alleged incident of DISRUPTIVE CONDUCT and which shall be maintained by the CODE ENFORCEMENT OFFICER.

DWELLING - A building having one or more DWELLING UNITS.

DWELLING UNIT - A room or group of rooms within a DWELLING and forming a single unit used for living and sleeping purposes, having its own cooking facilities, and a bathroom with a toilet and a bathtub or shower.

GUEST - A PERSON on the PREMISES with the actual or implied consent of an OCCUPANT.

ILLEGAL ACTIVITIES - Conduct declared illegal under the Pennsylvania Crimes Code ( 18 P.S. § 101 et seq) or the Substance, Drug, Device and Cosmetic Act (35 P.S. § 780-101 et seq).

LANDLORD - One or more PERSONS, jointly or severally, in whom is vested all or part of the legal title to the PREMISES, or all or part of the beneficial ownership and a right to present use and enjoyment of the PREMISES, including a mortgage holder in possession of a REGULATED RENTAL UNIT. (Same as OWNER)

MANAGER - An adult individual designated by the OWNER of a REGULATED RENTAL UNIT. The MANAGER shall be the agent of the OWNER for service of process and receiving notices or demands and to perform the obligations of the OWNER under this Ordinance and under RENTAL AGREEMENTS with OCCUPANTS.

MULTIPLE-UNIT DWELLING - A building containing two (2) or more independent DWELLING UNITS, including, but not limited to, double houses, row houses, town houses, condominiums, apartment houses, and conversion apartments.

OCCUPANCY LICENSE - The License issued to the OWNER of REGULATED RENTAL UNITS under this Ordinance, which is required for the lawful rental and occupancy of REGULATED RENTAL UNITS.

OCCUPANT - An individual who resides or operates a REGULATED RENTAL

UNIT, whether or not he or she is the OWNER thereof, with whom a legal relationship with the OWNER/LANDLORD is established by a written lease, oral lease, installment land sale agreement, or by any other written or oral agreement as permitted under the laws of the Commonwealth of Pennsylvania.

OWNER – One or more PERSONS, jointly or severally, in whom is vested all or part of the legal title to the PREMISE, including a mortgage holder in possession of a REGULATED RENTAL UNIT.

OWNER OCCUPIED DWELLING UNIT- A DWELLING UNIT in which the OWNER resides on a regular, permanent basis.

PEACEFUL ENJOYMENT - The OCCUPANT shall conduct him or herself and require other persons, including, but not limited to, guests on the premises and within his or her regulated rental unit with his or her consent, to conduct themselves in a manner that will not disturb the peaceful enjoyment of adjacent or nearby dwellings by the persons occupying same.

PERSON - A natural PERSON, partnership, corporation, unincorporated association, limited partnership, trust, or any other entity.

POLICE - THE POLICE DEPARTMENT of the City of Aliquippa or any properly authorized member or officer thereof of any other law enforcement agency having jurisdiction within the City of Aliquippa.

PREMISES - Any parcel of real property in the City including the land and all buildings and appurtenant structures or appurtenant elements on which one or more REGULATED RENTAL UNITS is located.

REGULATED RENTAL UNIT- A residential or commercial unit occupied by individuals other than the legal registered property owner

RENTAL AGREEMENT - A written agreement between OWNER/LANDLORD and OCCUPANT/TENANT embodying the terms and conditions concerning the use and occupancy of a specified REGULATED RENTAL UNIT or PREMISES.

RESIDENTIAL USE - The occupant shall, unless otherwise permitted by applicable law or ordinance, occupy or use his or her REGULATED RENTAL UNIT for no other purpose than as a residence.

TENANT - An individual, who resides in a REGULATED RENTAL UNIT, whether or not he or she is the OWNER thereof with whom a legal relationship with the OWNER/LANDLORD is established as outlined in the definition of OCCUPANT.

UNRELATED - Of or pertaining to two (2) or more PERSONS not related to one another through blood to the level of second cousins, adoption or marriage.

## OWNER'S DUTIES

### A. General

1) It shall be the duty of every OWNER to keep and maintain all REGULATED RENTAL UNITS in compliance with all applicable Codes and provisions of all other applicable state laws and regulations and local ordinances and to keep such property in good and safe condition.

2) As provided for in this Ordinance, every OWNER shall be responsible for regulating the property and lawful use and maintenance of every DWELLING which he, she, or it owns. As provided for in this Ordinance, every OWNER shall be responsible for regulating the conduct and activities of the OCCUPANTS of every REGULATED RENTAL UNIT, which he, she or it owns in the CITY, which conduct or activity takes place at such REGULATED RENTAL UNIT or its PREMISES.

3) In order to achieve those ends, every OWNER of a REGULATED RENTAL UNIT shall regulate the conduct and activity of the OCCUPANTS thereof, both contractually and through enforcement, as more fully set forth below.

4) This section shall not be construed as diminished or relieving, in any way, the responsibility of OCCUPANTS or their GUESTS for their conduct or activity; nor shall it be construed as an assignment, transfer, or projection over or onto any OWNER of any responsibility or liability which OCCUPANTS or their GUESTS may have as a result of their conduct or activity under any private causes of action, civil or criminal enforcement proceeding, or criminal law; nor shall this section be construed so as to require an OWNER to indemnify or defend OCCUPANTS or their GUESTS when any such action or proceeding is brought against the OCCUPANT based upon the OCCUPANT'S conduct or activity. Nothing herein is intended to impose any additional civil/criminal liability upon OWNERS other than that which is imposed by existing law.

5) This Ordinance is not intended to, nor shall its effect be, to limit any other enforcement remedies, which may be available to the CITY against an OWNER, OCCUPANT, or GUEST thereof.

### B. Designation of Manager

1) Every OWNER who is not a full-time resident of the City of Aliquippa or who lives in an area that is within twenty-five (25) miles from the boundary line of the City of Aliquippa shall designate a MANAGER who shall reside in an area that is within twenty-five (25) miles from the boundary line of the City of Aliquippa. If the OWNER is a corporation, a MANAGER shall be required if an officer of the corporation does not reside in the aforesaid area. The officer shall perform the same function as a manager. If

the OWNER is a partnership, a MANAGER shall be required if a partner does not reside in the aforesaid area. Said partner shall perform the same function as a MANAGER. The MANAGER shall be the agent of the OWNER for service of process and receiving of notices and demands, as well as for performing the obligations of the OWNER under this Ordinance and under RENTAL AGREEMENTS with OCCUPANTS. The identity, address and telephone number(s) of a PERSON who is designated as MANAGER hereunder shall be provided by OWNER or MANAGER to the CITY, and such information shall be kept current and updated as it changes.

#### C. Disclosure

1) The OWNER or MANAGER shall disclose to the OCCUPANT in writing on or before the commencement of the tenancy:

- a. the name, address and telephone number of the MANAGER; if applicable; and
- b. the name, address and telephone number of the OWNER of the PREMISES.

2) Before an OCCUPANT initially enters into or renews a RENTAL AGREEMENT for a REGULATED RENTAL UNIT, the OWNER or MANAGER shall furnish the OCCUPANT with the most recent inspection report relating to the PREMISE.

#### D. Maintenance of Premises

1) The OWNER shall maintain the PREMISE in compliance with the CODES of the CITY and shall regularly perform all routine maintenance, including lawn mowing and ice and snow removal and shall promptly make any and all repairs necessary to fulfill this obligation.

2) The OWNER and OCCUPANT may agree the OCCUPANT is to perform specified repairs, maintenance tasks, alterations, or remodeling. In no case shall the existence of any agreement relieve an OWNER of any responsibilities under this Ordinance or other CODES for maintenance of the PREMISE.

#### E. Written Rental Agreement

1) All RENTAL AGREEMENTS for REGULATED DWELLING UNITS shall be given to OCCUPANTS by the OWNER and shall be furnished before the signing of the RENTAL AGREEMENT. The OWNER shall provide OCCUPANT with copies of the RENTAL AGREEMENT upon execution.

2) Terms and Conditions - OWNER and OCCUPANT may include in a RENTAL AGREEMENT terms and conditions not prohibited by the Ordinance or other applicable ordinances, regulations, and laws, including rent, term of agreement, and other provisions governing the rights and obligations of the parties.

3) Prohibited Provisions - Except as otherwise provided by this Ordinance, no RENTAL AGREEMENT may provide that the OCCUPANT or OWNER agrees to waive or to forego rights or remedies under this Ordinance. A provision prohibited by this subsection included in a RENTAL AGREEMENT is unenforceable.

4) Attachment of Ordinance to Rental Agreement - Following the effective date of this Ordinance, a summary hereof in a form provided to OWNER by the CITY, at the time of licensing, shall be attached to each RENTAL AGREEMENT delivered by or on behalf of an OWNER when any such agreement is presented for signing to any OCCUPANT. If a summary has been provided when the RENTAL AGREEMENT was first executed, a summary does not have to be provided upon renewal. Where a RENTAL AGREEMENT has been entered into prior to the effective date of this ordinance, the OWNER shall provide the occupants with a copy of the summary within sixty (60) days after the enactment of this ordinance.

#### F. Complaints

1) The OWNER shall reply promptly to reasonable complaints and inquiries from OCCUPANTS, within Five (5) working days.

#### G. Landlord/Tenant Act

1) The OWNER shall comply with all provisions of the Landlord-Tenant Act of the Commonwealth of Pennsylvania.

#### H. Common Areas

1) In areas open for communal use not leased or rented to one person or persons, the OWNER shall be directly responsible for the behavior of OCCUPANTS and GUESTS in the COMMON AREA as if the OWNER were an OCCUPANT.

#### I. Enforcement

1) Within ten (10) days after receipt of written notice from the CODE ENFORCEMENT OFFICER that an OCCUPANT of a REGULATED RENTAL UNIT has violated a provision of this Ordinance, the OWNER shall take immediate steps to remedy the violation and take steps to assure that there is not a reoccurrence of the violation.

2) Within ten (10) days after receipt of a notice of violation, the OWNER shall file with the CODE ENFORCEMENT OFFICER a report, setting forth what action the OWNER has taken to remedy the violation.

3) In the event three violations occur within a license year involving the same OCCUPANT, the CODE ENFORCEMENT OFFICER shall direct the OWNER to

initiate eviction proceedings against the OCCUPANT in accordance with the Landlord-Tenant Act.

J. Inspections

1) The OWNER shall permit inspections of any premises by the CODE ENFORCEMENT OFFICER at reasonable times upon reasonable notice. Inspections shall be recorded on a written inspection report.

**OCCUPANT'S DUTIES**

A. General

1) The OCCUPANT shall comply with all obligations imposed upon OCCUPANTS by this Ordinance, all applicable Codes and Ordinances of the CITY and all applicable provisions of state law.

B. Health and Safety Regulations

1) The maximum number of persons permitted in any REGULATED RENTAL UNIT at any time shall not exceed one (1) person per each forty (40) square feet of habitable floor space in said REGULATED RENTAL UNIT.

2) The OCCUPANT shall dispose from his or her REGULATED RENTAL UNIT all rubbish, garbage, and other waste in a clean and safe manner in compliance with the Recycling Plan of the City of Aliquippa's Solid Waste and Recycling Ordinance.

C. Peaceful Enjoyment

1) The OCCUPANT shall conduct himself or herself and require other PERSONS, including, but not limited to, GUESTS on the PREMISES and within his or her REGULATED RENTAL UNIT with his or her consent, to conduct themselves in a manner that will not disturb the PEACEFUL ENJOYMENT of the PREMISES by others, and that will not disturb the PEACEFUL ENJOYMENT of adjacent or nearby DWELLINGS by the PERSONS occupying same.

D. Illegal Activities

1) The OCCUPANT shall not engage in, nor tolerate nor permit others on the PREMISES to engage in any conduct declared illegal under the Pennsylvania Crimes Code (18 Pa C.S.A. § 101, et seq) or Liquor Code (47 P.S. § 1-101 et seq), or The Controlled Substance, Drug, Device and Cosmetic Act (35 P.S. § 780-101 et seq).including but not limited to the following:

A. Disruptive activity shall be any form of conduct, action, omission, incident or behavior perpetrated, caused or permitted on a property by the Owner(s), Tenant(s), Occupant(s) or their Invitee(s) of the property, which constitutes a violation of any of the following Ordinance of the City of Aliquippa or statutes of the Commonwealth of Pennsylvania:

- (1) Any public order offense relating to: soliciting business, noise control, unlicensed alcohol or liquor sale, or alcohol or liquor consumption on streets or sidewalks; or 18 Pa. C.S.A. § 5501 (riot), 18 Pa. C.S.A. § 5502 (failure to disperse), 18 Pa. C.S.A. § 5503 (disorderly conduct), 18 Pa. C.S.A. § 5505 (public drunkenness), 18 Pa. C.S.A. § 5506 (loitering), 18 Pa. C.S.A. § 5512 (lotteries), 18 Pa. C.S.A. § 5513 (gambling devices, gambling) or 18 Pa. C.S.A. § 5514 (pool selling and bookmaking) ; or 18 Pa. C.S.A. § 4304 (endangering the welfare of children), 18 Pa. C.S.A. § 6110.1 (possession of firearm by minor), 18 Pa. C.S.A. § 6301 (corruption of minors), 18 Pa. C.S.A. § 6308 (purchase, consumption or possession of alcoholic beverages by minor), 18 Pa. C.S.A. § 6310 (inducement of minor to buy alcoholic beverages), 18 Pa. C.S.A. § 6310 (selling or furnishing alcoholic beverages to minors), 18 Pa. C.S.A. § 6310.7 (selling or furnishing nonalcoholic beverages to minors), or 18 Pa. C.S.A. § 6319 (solicitation of minors to traffic drugs) of the Pennsylvania Crimes Code;
- (2) Any firearms or other weapons offense under the City of Aliquippa Code or the Pennsylvania Uniform Firearms Act 18 Pa. C.S.A. § 6101 et seq.;
- (3) Any violation related to the maintenance of a property free from noxious weeds, excessively high grass and refuse under the City of Aliquippa Code;
- (4) Any public decency offenses under the City of Aliquippa Code or 18 Pa. C.S.A. § 5901 (open lewdness), 18 Pa. C.S.A. § 5902 (prostitution), 18 Pa. C.S.A. § 5903 (obscene and other sexual materials and performances), or 18 Pa. C.S.A. § 5904 (public exhibition of insane or deformed person);
- (5) Any offense against property under the Pennsylvania Crimes Code ‘Offenses against property Chapter 33 (arson, criminal mischief, and other property destruction, etc.) and applicable City of Aliquippa Code’s;
- (6) Any sanitation violation of the garbage / rubbish Ordinances of the City of Aliquippa or 18 Pa. C.S.A. § 6501 (scattering rubbish);
- (7) Any animal offense relating to animals or wildlife or 18 Pa. C.S.A. § 5511 (cruelty to animals); and
- (8) Any violation of the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act, 35 P.S. 780-101 et. seq. §



**B.** When the responsible person(s) of the property has been notified that the owner(s), tenant(s) or occupants(s) of a property, or any person present at a property with the permission and knowledge of the owner(s), tenant(s) or occupants(s), has either been arrested or issued a citation or summons for disruptive activities occurring on the property on three (3) separate occasions with-in a one (1) year period, the responsible person(s) of the property may declare the property to be a disruptive property and proceed with the notice and enforcement procedures set forth in this ordinance for the process of eviction. Failure to comply with this process the responsible person(s) of the property shall be in violation and non-compliance of this ordinance.

**C.** For rental properties containing two (2) or more rental units, each individual rental unit shall be considered a “property” for purposes of enforcement of this ordinance. Thus, requiring that three (3) separate citations, summons and / or arrests for disruptive activity must be made involving the same rental unit in order to declare the individual rental unit a disruptive property. Any occurrence of disruptive activity in the common area or curtilage of a rental property shall be charged to the specific rental unit that the actor occupies and not the property in whole.

**D.** Any citation, summons or arrest for disruptive activity perpetrated by a tenant who is already in the process of being evicted shall not count towards the declaration of a disruptive property pursuant of Subsection B above, provided that the property owner can prove that the eviction action has been commenced in a court of law and that the property owner is actively prosecuting said eviction action against the tenant.

**E. Disruptive Conduct**

1) The OCCUPANT shall not engage in, nor tolerate nor permit others on the PREMISES to engage in DISRUPTIVE CONDUCT or other violations of this Ordinance.

2) When POLICE investigate an alleged incident of DISRUPTIVE CONDUCT, he or she shall complete a DISRUPTIVE CONDUCT REPORT upon finding that the reported incident did, in his or her judgment constitute "disruptive conduct" as defined herein. The information provided in on said report shall include, if possible, the identity or identities of the alleged perpetrator(s) of the DISRUPTIVE CONDUCT and all other obtainable information including the factual basis for the DISRUPTIVE CONDUCT requested on the prescribed form. Where the POLICE make such investigation, said POLICE officer shall then submit the completed DISRUPTIVE CONDUCT REPORT to the CODE ENFORCEMENT OFFICER. In all cases, the CODE ENFORCEMENT OFFICER shall mail a copy of the DISRUPTIVE CONDUCT REPORT to the OWNER or MANAGER of the occurrence of the alleged DISRUPTIVE CONDUCT.

3) The third occurrence of DISRUPTIVE CONDUCT within a one-year period from the first offense will result in the CODE ENFORCEMENT OFFICER demanding the OWNER proceed with an eviction of the OCCUPANT through the Landlord Tenant Act.

F. Compliance with Rental Agreement

1) The OCCUPANT shall comply with all lawful provisions of the RENTAL AGREEMENT entered into between OWNER and OCCUPANT. Failure to comply may result in the eviction of the OCCUPANT by the OWNER.

G. Inspection of Premises

1) The OCCUPANT shall permit inspections by the CODE ENFORCEMENT OFFICER or his designated representative of the PREMISES in accordance with the Property Maintenance Code Section 104.4.

**LICENSES AND INSPECTION**

A. License Requirement

1) As a prerequisite to entering into a RENTAL AGREEMENT or permitting the occupancy of any REGULATED RENTAL UNIT the OWNER shall be required to apply for and obtain a license for each REGULATED RENTAL UNIT.

2) A license shall be required for all REGULATED RENTAL UNITS.

3) The application for the license shall be in a form as determined by the CITY.

4) The OWNER shall maintain a current list of OCCUPANTS in each REGULATED RENTAL UNIT which shall include their name, permanent address, and telephone number. The OWNER will supply this information to the CITY and will notify the CITY of any changes.

5) In the event a license is denied by the CODE ENFORCEMENT OFFICER, the OWNER shall have the right to appeal to the CITY Council within thirty (30) days of mailing of the notice of denial. A hearing will then be scheduled in front of the City of Aliquippa Appeals Board. Fees for this appeal process shall be set by Resolution from time to time by CITY OF ALIQUIPPA COUNCIL.

6) No license shall be issued if the OWNER has not paid any fines, costs, delinquent garbage etc. arising from enforcement of this Ordinance or any of the ordinances of the City relating to land use and/or code enforcement.

B. Fees

1) Every person applying for a license initially shall supply all information requested by CITY and pay an initial annual license fee as follows:

1 family rental unit	\$100
2 family rental unit	\$125
Multi family - 3 to 10	\$150 plus \$40 per unit
Multi family over 10	\$200 plus \$40 per unit
Rooming houses, hotels and dormitories	\$200 plus \$40 per unit

Thereafter, the subsequent fee for annual license will be as follows:

1 family rental unit	\$50 / yr.
2 family rental unit	\$75 / yr.
Multi family - 3 to 10	\$30 / yr. plus \$40 per unit
Multi family over 10	\$30 / yr. plus \$40 per unit
Rooming houses, hotels and dormitories	\$30 / yr. plus \$40 per unit

The annual mercantile / commercial fee for annual license will be as follows:

Assembly	\$150 / yr.
Business, Institutional, Mercantile, Utility and Storage Use	\$200 / yr.
Factory and Industrial Uses	\$200 / yr.
High Hazard Groups	\$300 / yr.

**NOTE: Annual Fee's shall be remitted to the City of Aliquippa between August 31<sup>st</sup>. – November 1<sup>st</sup>. contingent to non-payment Rental License shall be revoked and the eviction process shall begin.**

C. Registration Requirements

1) The OWNER of each dwelling listed herein will be subject to the following registration requirements:

- a. Each PERSON who allows a REGULATED RENTAL UNIT occupied by a person or persons other than the OWNER of the PREMISE, shall be required to annually file with the CITY.
- b. Licenses are valid for 1 year from the time of issuance.

D. Inspection: Periodic Inspection

1) The CODE ENFORCEMENT OFFICER or designated representative shall inspect each dwelling within 45 days following the filing of the rental unit registration. Periodic inspections shall occur as required in the investigation of complaints regarding the dwelling.

2) The CODE ENFORCEMENT OFFICER or designated representative shall, upon receipt of an application for a license, inspect the REGULATED RENTAL UNIT and is deemed to be in compliance with this Code, the license applied for shall be issued.

3) In the event the REGULATED RENTAL UNIT is not in compliance with the Property Maintenance Code, or the Building Code, the CODE ENFORCEMENT OFFICER shall notify the applicant in writing and shall specify the non-compliance with the related code. Upon re-inspection and completion of the changes, the CODE ENFORCEMENT OFFICER shall issue the license applied for.

E. License Transfers

1) No license required by the Ordinance shall be transferable unless the new operator shall give notice in writing to the CODE ENFORCEMENT OFFICER prior to any transfer in any manner of ownership or control of interest. Such notice shall include the name and address of the PERSON succeeding to the ownership or control.

F. Violation: License Revocation: Notice

1) Whenever the CODE ENFORCEMENT OFFICER determines there exists a violation of the International Building Code or the Property Maintenance Code, it shall serve notice as provided in the code and may notify the OWNER in writing that unless the Notice of Violation is complied with, the Regulated Rental Unit license may be revoked. After the expiration of the time for compliance as stated on the Notice of Violation, a re-inspection shall be made to determine compliance. If the violation has not been corrected and no appeal is pending, the CODE ENFORCEMENT OFFICER may revoke the license and in such event shall serve written notice by U.S. Certified Mail upon the OWNER of such action.

2) Any OWNER whose license has been revoked, or whose application for license to operate has been denied, may appeal to Council as provided in the Code. Fees for this appeal process shall be set by Resolution from time to time by the CITY.

## VIOLATIONS AND PENALTIES

### A. Basis for Violation

1) It shall be unlawful for any PERSON, as either OWNER or MANAGER of a REGULATED RENTAL UNIT for which a License is required, to operate without a valid, current License issued by the CITY authorizing such operation. IT SHALL BE UNLAWFUL FOR ANY OCCUPANT TO VIOLATE THIS ORDINANCE.

### B. Penalties

1) Any violation of this Ordinance shall constitute a summary offense punishable, upon conviction thereof by a Magisterial District Judge, by a fine not to exceed One Thousand Dollars (\$1,000) plus costs, or a term of imprisonment not to exceed

(30) days or both. Each twenty four (24) hour period the violation shall constitute a separate and distinct offense.

### C. Non-Exclusive Remedies

1) The penalty provisions of this Article and the License non-renewal, suspension and revocation procedures provided in this Ordinance shall be independent, non-mutually exclusive separate remedies, all of which shall be available to the CITY as may be deemed appropriate for carrying out the purposes of this Ordinance. The remedies and procedures provided in this Ordinance for violation hereof are not intended to supplant or replace, to any degree, the remedies and procedures available to the CITY in the case of a violation of any other Code or Ordinance of the CITY, whether or not such other Code or ordinance is referenced in this Ordinance and whether or not an ongoing violation of such other Code or ordinance is cited as the underlying ground for a finding of a violation of this Ordinance.

## MISCELLANEOUS PROVISIONS

### A. Notices

1) For purposes of this Ordinance, any notice required hereunder to be given to a MANAGER shall be deemed as notice given to the OWNER.

2) There shall be a rebuttable presumption that any notice required to be given to the OWNER under this Ordinance shall have been received by such OWNER if the notice was given to the OWNER in the manner provided by this Ordinance.

3) A claimed lack of knowledge by the OWNER of any violation hereunder cited shall be no defense to license non-renewal, suspension or revocation proceedings as long as all notices prerequisite to institution of such proceedings have been given and deemed received in accordance with the applicable provisions of this Ordinance.

B. Changes in Ownership Occupancy

1) It shall be the duty of each OWNER of a REGULATED RENTAL UNIT to notify the CODE ENFORCEMENT OFFICER in writing of any change in Ownership of the PREMISES or of the number of REGULATED RENTAL UNITS on the PREMISES. It shall be the duty of the OWNER to notify the CODE ENFORCEMENT OFFICER in writing of any increase in the number of OCCUPANTS in any REGULATED RENTAL UNIT or of the changing of a DWELLING UNIT from OWNER-OCCUPIED to nonowner-occupied, which thereby transforms the DWELLING into a REGULATED RENTAL UNIT for the purposes of this Ordinance.

C. Owners Severally Responsible

1) If any REGULATED RENTAL UNIT is owned by more than one PERSON, in any form of joint tenancy, as a partnership, or otherwise, each PERSON shall be jointly and severally responsible for the duties imposed under the terms of this Ordinance, and shall be severally subject to prosecution for the violation of this Ordinance.

D. Severability

1) If any provision of this Ordinance or the application thereof to any PERSON or circumstances is held invalid, such holding shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end, provisions of this Ordinance are declared severable.

E. Repealer

1) All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

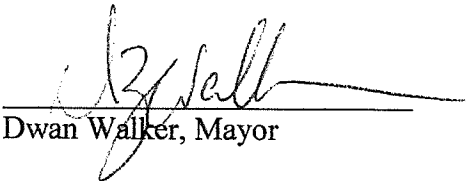
F. Effective Date

This Ordinance shall become effective on 3-5-14.

ATTEST:

  
\_\_\_\_\_  
Samuel Gill, City Administrator

CITY OF ALIQUIPPA

  
\_\_\_\_\_  
Dwan Walker, Mayor