

**BOROUGH OF FREEPORT**  
**ARMSTRONG COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 390**

**AN ORDINANCE OF THE BOROUGH OF FREEPORT, COUNTY OF ARMSTRONG,  
COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING RENTAL REGISTRATION AND  
MANAGEMENT OF RENTAL UNITS IN THE BOROUGH OF FREEPORT.**

**Section 1: DEFINITIONS**

**CODE:** Any code or ordinance adopted, enacted, and/or in effect in and for the Borough of Freeport, concerning the fitness for habitation for the construction, maintenance, operation, occupancy, use or appearance of any premise or dwelling unit included but not limited to the International Property Maintenance Code, the Uniform Construction Code, the Code of the Borough of Freeport and any duly enacted amendment or supplement to any of the aforesaid ordinances as well as any new enactment falling within this definition.

**CODE ENFORCEMENT OFFICER:** The duly appointed code enforcement officer having charge of the office of Code Enforcement in the Borough of Freeport and any police officer employed by the Borough of Freeport.

**COMMON AREA:** in multi-unit dwellings, space which is not part of a single regulated rental unit and which is shared in common with other occupants of a dwelling, whether they reside in regulated rental units or not, such common areas shall be part of the premises for purposes of this ordinance.

**COMMUNITY LIVING FACILITY:** a living arrangement whereby unrelated individuals with diagnosed mental health or mental retardation problems reside on a permanent basis with twenty-four-hour supervision and whose primary purpose is the development and maintenance of community living skills.

**DISRUPTIVE CONDUCT:** Any form of conduct, action, incident, or behavior perpetrated caused or committed by any occupant or visitor of a regulated rental unit that is so loud, untimely, offensive, riotous, or that otherwise disturbs other persons of reasonable sensibility in their peaceful enjoyment of their property such that a report is made to the police and/or code enforcement officer, complaining of such condition, action, incident or behavior. DISRUPTIVE

**CONDUCT REPORT:** a written report of disruptive conduct on a form prescribed therefor to be completed by the Code Enforcement Officer or a member of the Freeport Borough Police

Department, as the case may be, 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 and 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.

**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 right to the present use and enjoyment of the premises including mortgage holder in possession of a rental unit.

**MANAGER:** An adult individual designated by the owner of a regulated rental unit who shall be the agent of the owner for service of process and receiving notices or demands and to perform the obligation of the owner under this article and under rental agreements.

**OCCUPANCY PERMIT:** The Permit issued to the owner of a regulated rental unit, which is required for the lawful rental and occupancy of such unit.

**OCCUPANT:** 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/landowner is established by a written lease.

**OWNER:** One or more person, jointly or severally, in whom is vested all or part of the legal title to a premise, or all or part of the beneficial ownership and right to the present use and enjoyment of the premises including a mortgage holder in possession.

**PERSON:** a natural person, partnership, or corporation, unincorporated association, limited partnership, trust, or any other entity.

**PREMISES:** Any parcel of real property in the Borough of Freeport including the land and all buildings and appurtenances, structures, or appurtenant elements on which one or more rental units is located.

**REGULATED RENTAL UNIT/RENTAL UNIT:** A dwelling unit occupied by one or more persons, related or unrelated, under a rental agreement that is not a community living facility.

**RENTAL AGREEMENT:** A written agreement between an owner/landlord and occupant/tenant embodying the terms and conditions concerning the use and occupancy of a specified regulated rental unit or premises.

**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 by a written lease or by the laws of the Commonwealth of Pennsylvania.

**UNRELATED:** Of or pertaining to any and all persons not related to one another through blood, adoption, or marriage.

## **Section 2: Owner's duties, designation of manager, maintenance, and enforcement**

### **A. Owner's duties.**

(1) Every property owner shall keep and maintain all rental units in compliance with all applicable codes and all provisions of any applicable state laws and regulations and local ordinances and shall at all times keep such property in good and safe condition.

(2) Every owner of a rental unit shall be responsible for regulating the proper and lawful use and maintenance of every dwelling owned by that owner. Every owner shall also be responsible to ensure that occupants of every regulated rental unit conduct themselves in the manner such as to assure that the property is maintained in good and safe condition and that owners and occupants alike protect and promote public health, safety, and welfare.

(3) Every owner of a regulated rental unit shall regulate the conduct and activity of the occupants of rental units, both through provisions contained in leases and law enforcement.

(4) Notwithstanding any other provision herein, it is specifically provided that occupants or their guests continue to be responsible for their conduct and activities. This article shall not 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 cause of action, civil or criminal enforcement proceedings, 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 occupants conduct or activity.

(5) Notwithstanding any other provisions herein, this article shall in no way limit any other enforcement remedies which may be available to the Borough against an owner, occupant, or guest.

### **B. Designation of Manager**

(1) Every owner who is not a full-time resident of the Borough of Freeport and does not reside within twenty (20) airmiles of the Borough of Freeport shall designate a manager who shall reside in the Borough of Freeport, or in twenty (20) airmiles of the Borough of Freeport. If the owner is a corporation, the manager shall be required if an officer of the corporation does not reside within twenty (20) airmiles area of the Borough of Freeport, the officer shall perform

the same function as a manager. If the owner is a partnership, the manager shall be required if a partner does not live within aforesaid calling area. The partner shall perform the same function as the manager.

(2) The manager shall be the agent of the owner for service of process and receiving notices and demands, as well as performing the obligations of the owner under this article and under rental agreements with occupants. The identity address and telephone number of the person designated as manager shall be provided to the Borough of Freeport and such information shall be kept current and updated in the event of any change thereto.

### **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; and,
- (b) the name, address, and telephone number of the owner of the premises.

(2) Before an occupant enters into or renews a rental agreement for a rental unit, the owner or manager shall furnish the occupant with the most recent inspection report relating to the property.

### **D. Maintenance of premises**

The owner shall maintain the premises in compliance with the applicable codes of the Borough 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 the obligations provided herein.

### **E. Written Maintenance Agreement**

The owner and occupant may agree that the occupant is to perform specified repairs and maintenance in which case such agreement must be in writing. In no case shall the existence of such agreement between the owner and occupant relieve an owner of any responsibility under this article or other ordinances or codes for the maintenance of the premises.

### **F. Written Rental Agreement**

All rental agreements for regulated rental units and modifications thereto shall be in writing. Copies of all written rental agreements shall be provided to the occupant upon execution thereof.

### **G. Terms and Conditions**

The owner and occupant may include in the rental agreement terms and conditions, not prohibited by this article or any other ordinance or law of this Commonwealth including rent, term of the agreement, and other provisions governing the rights and the obligations of the parties. No rental agreement may provide that the occupant or owner agrees to wave or forego rights or remedies under this article, and any provision related thereto shall be unenforceable.

#### **H. Complaints**

All owners shall reply to reasonable complaints and inquiries from the occupants within three (3) business days of receiving same. Nothing herein shall be deemed to supersede any rights, duties, or responsibilities of owners or occupants as provided for under the Pennsylvania Landlord Tenant Act.

#### **I. Common Areas**

Where an owner does not regulate the use of common areas and the behavior of the occupants and guests in the common area, the owner shall be directly responsible for the behavior of occupants and guest in the common area, as if the owner were an occupant.

#### **J. Enforcement**

(1) Within 10 days after receipt of a written notice from any designated Code Enforcement Officer employed by the Borough of Freeport that an occupant has violated a provision of this article, the owner shall take immediate steps to remedy the violation and take steps to assure that there is not a recurrence of the violation.

(2) Within 20 days after receipt of a written notice of violation, the owner shall file with the Code Enforcement Officer a report on a form provided by the Borough setting forth what action the owner has taken to remedy the violation and what steps he or she has taken to prevent the reoccurrence of the violation. The report shall also set forth a plan as to steps the owner will take in the future if the violation reoccurs.

(3) The code enforcement officer shall review the report and if adequate steps have been taken and the plan is adequate to address future violations, the report and remediation plan shall be approved. The owner on their own initiative shall enforce the plan and failure to do so will result in a violation of this article.

(4) In the event that a second violation occurs within a Permit year involving the same occupant or occupants the Code Enforcement Officer may direct the owner

to evict the occupants who violated this article and to prohibit the occupant from occupying the premises during the subsequent licensing period.

#### **K. Code Violations**

Upon receiving notice of any code violations from the Code Enforcement Officer, the owner shall promptly take action, or cause the necessary action to be taken to abate the offending condition and remedy the violation. If the owner fails to take such action in the time period prescribed in the notice of violation, the Borough shall have the right to enjoin further occupancy of said premises until the required remedial action has been taken. Further, the Code enforcement officer may invoke any other remedies available at law including suspension, revocation, or nonrenewal of the Permit issued hereunder.

#### **L. Inspections**

The owner shall permit inspection of any premises by the code enforcement officer at any reasonable time within 24 hours' notice to the manager or owner.

### **SECTION 3. Occupant's Duties**

#### **A. Obligations**

Occupants shall comply with all obligations imposed upon occupants by this article, all applicable codes, and ordinances of the Borough and all applicable laws of the Commonwealth.

#### **B. Health and Safety**

(1) The maximum number of persons permitted in any rental unit at any time shall not exceed one person for each 40 square feet of habitable floor space in said rental unit. The maximum number of persons permitted in the common areas of any multiple unit dwelling shall not exceed one person for each 15 square feet of common area on the premise.

(2) Occupant(s) shall dispose from the rental unit all rubbish, garbage and other waste in a clean and safe manner and separate for collection all recyclable materials in compliance with all Borough ordinances and applicable laws of this Commonwealth.

#### **C. 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 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 and/or nearby properties or the persons occupying the same.

**D. Use**

Occupant shall occupy the rental unit in conformity with the Borough's Zoning Ordinance.

**E. Illegal Activities**

Occupant(s) shall not engage in nor tolerate or permit others on the premises to engage in any conduct declared illegal under the Pennsylvania Crimes Code, Liquor Code, or the Controlled Substance, Drug, Device and Cosmetic Act.

**F. Disruptive Conduct**

(1) The occupant(s) shall not engage in nor tolerate nor permit others on the premises to engage in disruptive conduct or other violations of this article.

(2) When a police officer or code enforcement officer investigates an alleged incident of disruptive conduct, the Police Officer or Code Enforcement Officer shall complete a disruptive conduct report upon the finding that the incident did, in the sole judgment and discretion of the officer, constitute disruptive conduct as defined herein. The information contained in said report shall include, where possible, the identities of the actors committing the alleged disruptive conduct, and a factual basis for the same. The owner or manager shall be provided a copy of the report by the officer having completed the same within seven (7) days of the incident.

**G. Compliance with rental agreement.**

The occupant shall comply with all lawful provisions of the rental agreement entered between the parties.

**H. Inspection.**

The occupant(s) shall permit inspection by the code enforcement officer at reasonable times with at least 24 hours' notice.

**Section 4. Permit and Inspection.**

**A. Permit Required**

(1) Any owner of the rental unit as defined herein shall apply for and obtain a Permit for each rental unit before entering into a rental agreement permitting occupancy of a rental unit. Any rental unit, whether under oral or written lease

as of the date of this article shall require a Permit be obtained with sixty (60) days of the effective date.

(2) The following rental properties shall not require Permits under this article

- (a) Owner occupied dwelling units provided that not more than two unrelated individuals in addition to the immediate members of the owner's family occupy the dwelling unit at any given time;
- (b) Hotels and motels;
- (c) Hospitals and nursing homes;
- (d) Bed-and-Breakfast Units;
- (e) Multiple unit dwellings, although a Permit shall be required for each unit within the structure.

#### **B. Permit Application**

The applicant for the Permit shall be in the form as provided by the Borough.

#### **C. Occupant Registration**

The owner shall maintain a current list of occupants in each rental unit which shall include their name, permanent address, and permanent telephone number. The owner shall furnish this list to the Borough upon application for the annual permit each and every year, and shall notify the borough of any change in the number of occupants within 48 hours, so that revisions can be made to the Permit.

#### **D. Annual Permit term, fee, and occupancy limit**

(1) Each Permit shall have a one-year term which shall commence on the date of the issuance of the Permit and shall terminate on the day before the one-year anniversary of the issuance of the Permit.

(2) Upon application for a Permit and prior to issuance or renewal thereof, each applicant shall pay to the Borough an annual Permit and inspection fee in an amount to be established from time to time by resolution of Borough Council. Said resolution may provide for more than one fee scale for different categories of premises to be more specifically set forth in the resolution.

(3) The Permit shall indicate thereon the maximum number of occupants in each rental unit.

#### **E. Inspection**

(1) All premises shall be subject to periodic inspection by the code enforcement officer, Borough fire Marshall, or any other duly authorized agent of the borough. All such inspections shall be performed in the presence of the Code Enforcement Officer. Such inspection shall take place when an application is submitted for a Permit or any time during the year the code enforcement officer has reason to believe that a violation of this article is being committed, or is being permitted to take place, or any other applicable codes are being violated.

(2) Any and all designated code enforcement officers are hereby designated as the officials authorized to enforce this article and to take appropriate measure to abate any violations hereof, for and on behalf of the Borough.

## **Section 5. Suspension or revocation of Permit, violation, and penalties.**

### **A. General**

The code enforcement Officer may initiate disciplinary action against an owner that may result in formal warning, nonrenewal, suspension or revocation of the owners permit for violating any provision of this article that imposes a duty upon the owner and/or for failing to regulate the breach of duties by occupants provided herein.

### **B. Basis for disciplinary action.**

An owner shall be subject to violation, formal warning, nonrenewal suspension, or revocation of Permit upon any of the following:

- (1) Failure to abate a violation of the borough Codes and ordinances that apply to the premises within the time directed by the Code enforcement officer;
- (2) Refusal to permit the inspection of the premises by the Code enforcement officer;
- (3) Failure to take steps to prevent violations of this article by occupants of rental units;
- (4) Failure to file and implement an approved plan to remedy and prevent violations of this article by occupants of rental unit;
- (5) Failure to evict occupants after having been directed to do so by the code enforcement officer;
- (6) Three violations of this article or other ordinances of the borough that apply to the premises within 365 consecutive days. Before a violation can be considered under this section, the owner must have received notice in writing of this violation within 30 days after the Code Enforcement officer received notice

of the violation. Excluded from this article shall be Domestic abuse calls and investigations, and any call or report associated exclusively with an individual's mental or physical status.

(7) Failure to pay the county and borough real estate taxes, school district real estate taxes on any one or more of the owners' properties in the Freeport Borough, such that the delinquent taxes are turned over to the office of the Armstrong County Tax Claim Bureau for collection.

(8) Failure to satisfy any liens for any municipal services including but not limited to sewer service which may be filed against any real property of the owner situated in the Borough.

(9) Failure to apply for the annual permit, and pay any requisite fees associated therewith by December 31st of each year, or at the time of renewal.

(10) Failure to comply with any terms and conditions of this article.

#### **C. Procedure for nonrenewal suspension or revocation of Permit.**

Following a determination that grounds for nonrenewal suspension or revocation of a Permit exists, the Code Enforcement Officer shall notify the owner of the action to be taken and the reason therefor. Such notification shall be in writing, addressed to the owner and contain the following:

(1) The address of the premises in question and identification of the particular units affected.

(2) A description of the violation that has been found to exist.

(3) A statement that the Permit for said rental unit shall be either suspended or revoked or will not be renewed for the next Permit year or that the owner will receive a warning. In case of a suspension or revocation the notice shall state the date upon which such suspension or revocation will commence and in case of a suspension it shall also state the duration of said suspension.

(4) A statement that, due to the nonrenewal, suspension, or revocation, the owner is prohibited from renting, letting, or permitting occupancy of the rental unit from and during the period said action is in effect.

(5) A statement informing the owner that he, she or it has a right to appeal the decision suspending, revoking, or failing to renew the Permit to the Borough Council by submitting in writing to the borough secretary within thirty (30) days from the date printed on the notice, a detailed statement of the appeal, including the grounds therefor and the reasons alleged as to why the determination of the Code Enforcement Officer is incorrect or should be

overturned and a statement of the relief requested by the appellant. Such notice of appeal may be required to be submitted on a form to be prescribed therefor by borough council, to be signed by the appellant. The cost for filing such an appeal shall be determined and established from time to time by resolution of Borough Council.

(6) upon receipt of an appeal in proper form, accompanied by requisite fee, the Borough Secretary shall schedule a hearing to be held at the next regularly scheduled Borough meeting not less than ten days from the date on which appeal was filed.

(7) The appellant, Code Enforcement Officer, and owners within a radius of 300 feet from the premises for which the Permit is at issue shall receive written notice of the hearing on appeal.

(8) The Borough Council shall hold a hearing on the appeal, which shall be conducted in accordance with local agency law. The appellant and all other parties have an interest, may be heard based on facts and argument of the appellant and of code enforcement officer, and any relevant factual presentations of other parties. The Borough Council shall make a decision either affirming, reversing, or modifying the action of the code enforcement officer from which the appeal was taken. Such decision shall be rendered at a public meeting either immediately following the hearing or within 30 days thereafter. The decision shall be reduced to writing stating the factual and legal basis for the decision, which shall be provided within 45 days of the date of the hearing. If Borough Council deems it necessary or desirable, the hearing may be continued to a subsequent time and date not later than 40 days from the date of the initial hearing date, which time and date shall be openly announced at the initial hearing and, in such case, the time limits for rendering the decision and written opinion thereof shall be calculated from the date of the last hearing.

#### **D. Notification of Decision**

(1) All notices shall be sent to the owner and manager, if applicable, by certified mail and by regular mail. In the event that the certified mail notice is returned marked "Unclaimed" or "Refused" however such first-class mail notice is not returned within 5 days following deposit of the regular mail, said notice shall be deemed to be delivered on the fifth day following deposit of the regular mail. Alternatively, any service under this act may be completed by personal service upon the owner or manager by the code enforcement officer, or by posting the subject premises.

(2) Upon service of any decision under this article, the owner shall have the right to appeal to the Court of Common Pleas of Armstrong County pursuant to the rules of Local Agency Law.

#### **E. Violations and Penalties**

(1) **Violations.** It shall be unlawful for any person, as either owner or manager of a rental unit for which Permit is required, to operate without a valid current Permit issued by the Borough authorizing such operation. In addition, it shall be unlawful for any person, either owner or manager, to allow the number of occupants of a regulated rental unit to exceed the maximum limit as set forth on the Permit or violate any other provision of this article.

(2) **Penalties.** Any violation of this article shall constitute a summary offense punishable upon conviction thereof by a Magisterial District Judge, by fine not less than \$250.00 nor to exceed \$1,000.00 plus costs of prosecution, or in default of such payment of such fine and costs, by a term of imprisonment not to exceed 30 days. Each day of the violation shall constitute a separate and distinct offense.

(3) **Nonexclusive remedies.** The penalty provisions and the Permit nonrenewal, suspension, and revocation procedure provided in this article shall be independent, not mutually exclusive separate remedies, all of which shall be available to the borough as may be deemed appropriate for carrying out the purposes of this article. The remedies and procedures provided in this article for violation hereof are not intended to supplant or replace to any degree the remedies and procedures available to the Borough in case of a violation of any other code or ordinance of the Borough, whether or not such other code or ordinance is referenced in this article, and whether or not an ongoing violation of any other such code or ordinance is cited as the underlying ground for finding of a violation of the article.

### **Section 6. Notices, changes in ownership, several responsibilities**

#### **A. Notices**

(1) For purpose of this article, any notice required hereunder to be given to a manager shall be deemed as notice given to the owner;

(2) There shall be a presumption of service and notice based on service being completed based upon the terms provided herein.

(3) Lack of knowledge shall not be a defense to any violation of this article.

#### **B. Changes in Ownership**

It shall be the duty of each owner of a rental unit to notify the Code Enforcement Officer in writing of any changes in ownership of the premises or of the number of regulated rental units in the premises within the first 48 hours of any transfer of any kind. It shall also be the duty of the owner to notify the Code Enforcement Officer in writing of any increase in the number of occupants in any rental unit or of the changing of a dwelling into a rental unit for purposes of this article within the first 48 hours of such occurrence.

**C. Owners severally responsible**

If any rental unit is owned by more than one person in any form of joint tenancy, tenancy by the entireties, as a partnership, or otherwise, each person shall be joints and severally responsible for the duties imposed under the terms of this article and shall be severally subject to the prosecution for the violation of this article.

**D. Severability**

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, the provisions of this Ordinance are declared severable.

**E. Repealer**

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

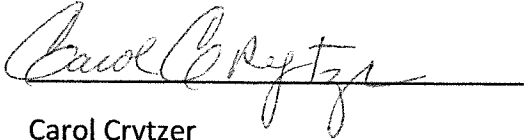
**F. Effective Date**

This Ordinance shall become immediately effective upon the date of execution.

ORDAINED AND ENACTED THIS 1st DAY OF February, 2021.

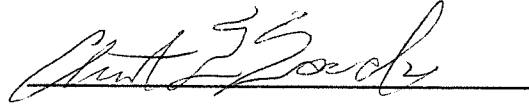
ATTEST:

BOROUGH OF FREEPORT:



Carol Crytzer

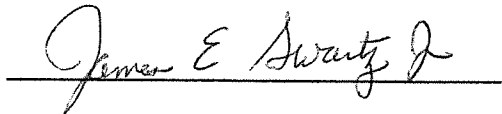
Secretary, Borough of Freeport



Clint Warnick,

President, Borough Council

APPROVED AS TO FORM:



James E. Swartz Jr.

Mayor, Borough of Freeport