

**BOROUGH OF LAUREL MOUNTAIN
WESTMORELAND COUNTY, PENNSYLVANIA**

ORDINANCE 4-2022

**For
INTERGOVERNMENTAL COOPERATION**

**AN ORDINANCE AUTHORIZING PARTICIPATION IN PROPERTY
MAINTENANCE PROGRAM OF THE LAUREL MUNICIPAL INSPECTION
AGENCY, DELEGATING MUNICIPAL POWERS OF ENFORCEMENT
RELATED TO CERTAIN, SPECIFIED PREVIOUSLY ADOPTED
ORDINANCES AND MODIFYING THE PENALTIES FOR THE VIOLATION
THOSE ORDINANCES**

THIS ORDINANCE, ESTABLISHING AN AGREEMENT, pursuant to the Pennsylvania Intergovernmental Cooperation Law, 53 Pa. C. S. § 2303 et seq. is hereby approved and entered as the date of adoption of the Ordinance by the Borough of Laurel Mountain, (hereinafter "Municipality") and effective five (5) days thereafter.

WITNESSETH:

WHEREAS, the Borough of Laurel Mountain ("Municipality" is a municipality located within Westmoreland County, Pennsylvania; and

WHEREAS, the Municipality recognizes that the growth and development in Cambria, Somerset, and Westmoreland Counties in general, and in the geographic limits of the Municipality in particular, have increased the need for municipal services to their residents; and

WHEREAS, the Municipality has previously joined the Laurel Municipal Inspection Agency for local enforcement of the Uniform Construction Code, and has determined that participation has been beneficial and convenient for its resident both in terms of cost and efficiency of administration all of which protect and preserve the health, safety, and welfare of its citizens; and

WHEREAS, the Municipality has determined that it has a need or administration of a property maintenance code together with such other ordinances previously adopted by the Municipality, as listed on the Attached Exhibit "B", for the protection of the persons and property of its residents and protection of the general public safety; and

WHEREAS, the Municipality recognizes that the employment of separate code officials to perform identical tasks within each Municipality would result in the duplication of effort and duplication of costs to the detriment of the residents of all Municipalities; and

WHEREAS, The Municipality recognizes that the coordination of services would enable each Municipality to minimize the costs of the administration of a property maintenance code enforcement program and related ordinances; and

WHEREAS, the Act of July 12, 1972, P.L. 762, as amended, 53 P.S. §481 et seq., also known as the Intergovernmental Cooperation Act, permits Municipalities to enter into agreements to cooperate in the performance of their respective functions, powers or responsibilities; and

WHEREAS, the Municipality desires to enter into an agreement whereby it will jointly establish and participate in a property maintenance code enforcement program including enforcement of related ordinances as listed on Exhibit "B" to serve Municipalities throughout Cambria, Somerset, and Westmoreland Counties.

NOW, THEREFORE, IF IS HEREBY ORDAINED AND ENACTED and an Intergovernmental Cooperation Agreement is approved, in consideration of the various covenants, promises, and conditions hereinafter set forth and for other good and valuable consideration receipt of which is hereby acknowledged it is hereby authorized and agreed by and between the Borough of Laurel Mountain and any and all other Municipalities located within the geographic boundaries of Cambria, Somerset, or Westmoreland Counties as follows:

1. The Municipality hereby adopts the International Property Maintenance Code in its current form and as it may be modified from time to time, (hereinafter, "Property Maintenance Code" as applicable according to its terms to all structures and property within the geographic limits of the municipality.

2. The Municipality hereby establishes the Laurel Municipal Inspection Agency as the enforcement agency for the Property Maintenance Code, and delegates all such powers as set forth below and as may be reasonable and necessary to carry out the Municipality's obligations and responsibilities under the Property Maintenance Code and All Ordinances and Resolutions implementing the same, including nuisance, solid waste and other ordinances of the Municipality listed on the attached Exhibit B, (hereinafter collectively referred to as the Property Maintenance Code) within the geographic limits of the Municipality.
3. The Municipality hereby enters the Intergovernmental Cooperation Agreement, as attached hereto as Exhibit "A" and authorizes its officers to execute the same.
4. The Laurel Municipal Inspection Agency shall provide all normal and appropriate Enforcement Service within the geographic limits of the Municipality, on the same basis as the services that are provided within the geographic limits of other member municipalities. The Laurel Municipal Inspection Agency shall have those powers and abilities as appertain to municipal officers under the laws of the Commonwealth of Pennsylvania, or the Rules of the Supreme Court, or the Ordinances of the Municipality relating to enforcement of the Codes, for which a mandate, fine or penalty is imposed.
5. This Ordinance and Agreement adopted herewith shall constitute a binding agreement and shall be sufficient warrant and authority for the officials and agents as appointed by the Municipality to cooperate and assist the Agency in carrying out its duties and responsibilities under the Intergovernmental Cooperation Agreement.
6. The Code Enforcement Officers coming under the terms of the Agreement shall be at all times under the immediate supervision, direction and control of the Program Committee of the Laurel Municipal Inspection Agency. Questions, comments or complaints concerning the provision of services in Municipality pursuant to this Ordinance and Agreement shall be presented in writing to the Program Committee of the Laurel Municipal Inspection Agency.

Any comments so received shall be answered in writing within five (5) days of the next regularly scheduled meeting of the Program Committee of the Laurel Municipal Inspection Agency.

7. The Program Committee of the Laurel Municipal Inspection Agency shall provide a written report to the governing body of the Municipality, prior to their respective regular monthly meetings, of the services rendered to and in the Municipality for the previous month. Said report shall include and accounting including, but not limited to the following: Permits issued, inspections made, complaints received, enforcement actions, and any other matters which the Program Committee believes to be appropriate for report.
8. The Laurel Municipal Inspection Agency shall retain all fees as otherwise provided for in the Fee Resolution.
9. The term of this Agreement shall commence upon adoption of this Ordinance and extend for a period of one (1) year and continue thereafter on a year-to-year basis unless terminated by action of the governing body of the Municipality as provided for in the Intergovernmental Agreement.
10. The qualified Code Official(s) hired by the Program Committee of the Laurel Municipal Inspection Agency is/ are hereby authorized to act on behalf of the Municipality in enforcing any and all provisions of the Property Maintenance Code and all Ordinances and Resolutions of Municipality implement the same, as set forth in the Attached Exhibit B.
11. Any person or organization violating any of the ordinances listed hereunder shall be charged by non traffic citation in the same manner as provided for in the Pennsylvania Rules of Criminal Procedure as a summary offense, and upon conviction thereof be sentenced to pay a fine of no less the \$100.00 and no more than \$1,000.00 or be sentenced to no more than 90 days imprisonment or both. This provision is intended to amend and supplant in their entirety, the penalty provisions set forth in the ordinances listed on Exhibit B.

12. This Ordinance is intended to be severable and if any part or portion thereof is ruled invalid or unenforceable, it is the intention of the Municipality that the remaining portions should continue to be of full force and effect.

IN WITNESS OF THE PROPER ADOPTION OF THIS ORDINANCE AND APPROVAL OF THE INTERGOVERNMENTAL COOPERATION AGREEMENT SET FORTH HEREIN, the duly appointed officers of the governing bodies of the respective municipalities have hereunto set forth their hands and seals.

Adopted by the Borough of Laurel Mountain as Ordinance No. 4-2022 on the 9th

Day of May, 2022.

BOROUGH OF LAUREL MOUNTAIN

Susan G. Crouse
SUSAN G. CROUSE, COUNCIL PRESIDENT

Ross Dixon
ROSS DIXON, MAYOR

ATTEST:

Robin Roberts
ROBIN ROBERTS, SECRETARY

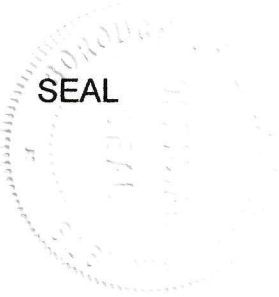


EXHIBIT "A"

INTERMUNICIPAL AGREEMENT

EXHIBIT "A"
INTERMUNICIPAL AGREEMENT

THIS AGREEMENT made this 16th day of March, 2022, by and between the Borough of Laurel Mountain a municipal corporation organized under the laws of Pennsylvania with its municipal offices located in the County of Westmoreland, Commonwealth of Pennsylvania, and various other local participating Boroughs and Townships within the Commonwealth, for a purpose.

WITNESSETH:

WHEREAS, the Borough of Laurel Mountain and several other participating communities (the "other Municipalities") are Municipalities located within either the County of Cambria, County of Clearfield, County of Westmoreland or the County of Somerset, Pennsylvania; and

WHEREAS, the Municipality and the other Municipalities recognize that the growth and development within the two counties in general, and in the Municipality in particular, have increased the need for municipal services to their residents; and

WHEREAS, the Act of July 12, 1972, P.L. 762, as amended, 53 P.S. §481, et seq., also known as the Intergovernmental Cooperation Act, permits Municipalities to enter into agreements to cooperate in the performance of their respective functions, powers or responsibilities; and

WHEREAS, the Municipality and the several other participating Municipalities have previously entered into an agreement whereby they jointly established a Property Maintenance Enforcement Program to serve the all of the Municipalities; and

WHEREAS, each Municipality has also recognized that Intergovernmental Cooperation Agency previously created for administration of the Building Code and other related ordinances, would be appropriate for enforcement and investigatory

activities mandated by the Pennsylvania Sewage Facilities Act; and

NOW, THEREFORE, with the foregoing background incorporated herein by reference and made a part hereof, and in consideration of the mutual promises and obligations set forth herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Establishment of Sewage Facility Enforcement Program.** This Municipality and the several other participating Municipalities shall jointly establish a program for the enforcement of municipal Code which shall include the enactment of an authorizing Ordinance and the sharing of the services of a Sewage Enforcement Officer(s) in accordance with the provisions of this Agreement. Such program shall be known as the "Sewage Facilities Program" and shall be administered in accordance with the provisions of this Agreement.

2. **Establishment of Code.** It is the intention of the Municipality and the several other participating Municipalities that the Sewage Facilities Program shall include all municipal responsibilities under the Pennsylvania Sewage Facilities Act. The Municipalities intend that the Property Maintenance Enforcement Program shall be an extension of the previously approved Building Code Enforcement Program adopted under the Uniform Construction Code, Act 45 of 1999

3. **Establishment of Program Committee.** The Property Maintenance Enforcement Program shall be administered by the previously established Program Committee.

- A. Membership. The Program Committee shall be as previously constituted.
- B. Meetings. The Program Committee shall meet at times to be selected by the members of the Program Committee.
- C. Voting. All actions by the Program Committee shall be taken by a majority of the members of the Program Committee. In the event that there is a tie vote upon a particular item, any Municipality may request that

the issue by mediated.

4. **Responsibility of Municipalities.** The following activities are the individual responsibility of each Municipality:

- A. Enacting an Ordinance that ratifies the Municipality's participation in the Sewage Facilities Program and the entering of this Agreement in accordance with the requirements of the Intergovernmental Cooperation Act.
- B. Provide adequate insurance coverage for all aspects of the Program to include errors and omissions insurance and general liability insurance for actions of the Code Official(s) and the Program Committee.
- C. Eliminate the position of, or modify the responsibilities of, any existing Municipal employee so as to eliminate conflicts and/or overlaps with the responsibilities of Code Official(s).
- D. Provide certified copies of all Ordinances relating to enforcement responsibilities delegated hereunder and provide appropriate Municipal officials as witnesses to testify as to the authenticity of all Municipal ordinances and resolutions relating to Property Maintenance or enforcement of the Ordinances listed in Exhibit B.
- E. Provide certified copies of all Ordinances relating to enforcement

5. **Responsibility of Program Committee.** The following activities are the responsibility of the Program Committee:

- A. Recruitment and hiring of the Sewage and Code Official(s).
- B. Establishment of the salary and benefit package for the Code Official(s).
- C. Evaluation of the performance of the Sewage and Code Official(s) within the first six (6) months and annually thereafter.
- D. Review of ordinances of each Municipality with suggestions for the enactment of new ordinances to be administered by the Joint Code Enforcement Program.
- E. Resolution of any problems or concerns between the Municipalities and the formulation of policy-oriented decisions.

6. **Sewage Enforcement Officers.** Sewage Enforcement Officers shall be hired or retained, as needed, in the sole discretion of the Cambria County Building Code Enforcement Agency, in order to implement the Sewage Enforcement Program.

7. **Program Cost Sharing.** Each Municipality shall participate in their share of the costs of administering the Property Maintenance Enforcement Program according to the fee schedule attached hereto and as may be revised by the Program Committee from time to time. No activities generating costs to a Municipality shall be initiated without authorization of the Municipality. Any fines or penalties recovered on behalf of a Municipality for a violation of its ordinances shall be the sole property of the Municipality.

- A. Grants. Each Municipality shall take every reasonable step to obtain from federal, state and other agencies such grants and aid as may be from time to time available for code enforcement and for intermunicipal cooperation. If grants may be obtained for the purchase of property to be used, such as a computer, the Program Committee shall coordinate the application and shall determine which Municipality or agency shall take title to any such equipment.

8. **Duration of Agreement.** The term of this Agreement shall be for a period of one (1) year commencing with the date of execution hereof by the Municipality and several other participating Municipalities. This Agreement shall be automatically renewed for an additional term of one (1) years at the conclusion of the initial term and each renewal term thereafter unless, at least ninety (90) days prior to the beginning of the fiscal year, the Municipality which does not desire to renew the Agreement gives written notice of such refusal to renew to the other Cambria County Building Code Enforcement Agency, in writing.

9. **Participation of Other Municipalities.** Additional Municipalities may

become a party to this Agreement upon the consent of the Program Committee at the time such a request is made. A Municipality which desires to become a party to this Agreement shall make application to the Program Committee and shall in writing agree to accept all terms and conditions of this Agreement. Failure to act upon an application to become a party to this Agreement within sixty (60) days of receipt of such application shall be considered to be a denial of consent to become a party to this Agreement.

10. Withdrawal from Agreement. Any Municipality may withdraw from participation at the end of the term of this Agreement or any extension thereof by notifying the Program Committee in writing of the intention to withdraw at least ninety (90) days before the expiration of such term as provided in Section 8 herein. Notwithstanding the foregoing, any Municipality may withdraw from this Agreement for cause by providing the Program Committee with written notification of the cause of such withdrawal. During such notification period, the governing body of any other Municipality shall have the right to challenge the cause for withdrawal. In the event such a challenge is made, the withdrawing Municipality and the challenging Municipality shall mediate their differences within thirty (30) days. If, after meeting with a mediator, such differences cannot be resolved, the withdrawing Municipality shall be permitted to withdraw on the next anniversary date of this Agreement.

11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

12. Severability. The provisions of this Agreement are severable, and if any section, sentence, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Agreement. It is hereby declared to be the intent of the governing bodies of each participating Municipality that this Agreement would have been entered into if such

illegal, invalid or unconstitutional section, sentence, clause, part or provisions had not been included herein.

13. Enactment of Ordinance Under Intergovernmental Cooperation Act.

The governing body of each Municipality agrees to enact an Ordinance within ninety (90) days from the date hereof pursuant to and in accordance with the Pennsylvania Intergovernmental Cooperation Act for the purpose of authorizing and effectuating this Agreement.

14. Construction. When the tense so requires, words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, and vice versa.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

BOROUGH OF LAUREL MOUNTAIN

ATTEST:

Robin Roberts
Secretary
(Seal)

By: Susan D. Cruise
Name:
Title:

Approved: [Signature]
Mayor

ACCEPTED BY CAMBRIA COUNTY BUILDING CODE ENFORCEMENT AGENCY

ATTEST: By: _____
Eric Miller, Chairman

Secretary

Exhibit "B"

List of Municipal Ordinances for Which Enforcement is Delegated

- 1. Ordinance No. 1-92-07 Zoning**
- 2. Ordinance No. 1-2021 Stormwater Management Ordinance and Appendix A**
- 3. Ordinance No. 1 of 2011 Flood Plain Management**
- 4. Ordinance No. 1-98-11 Driveway Pipes**
- 5. Ordinance No. 1-2008 Outdoor Furnaces**
- 6. Ordinance no. 87-07 Garages**
- 7. Ordinance No. 8-82-10 Street Dedication**
- 8. Ordinance no. 1-2020 Signs**