

**FERGUSON TOWNSHIP BOARD OF SUPERVISORS**

**Regular Meeting Agenda**

**Tuesday, May 15, 2023**

**7:00 PM**

**MEETING PARTICIPATION OPTIONS**

**VIRTUAL:**

*Join Zoom Meeting Link:*

<https://us02web.zoom.us/j/83406305774>

Meeting ID: 834 0630 5774

[Zoom Access Instructions](#)

**IN-PERSON:**

Ferguson Township Municipal Building

Main Meeting Room

3147 Research Drive

State College, PA

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- I. CALL TO ORDER**
  - II. PLEDGE OF ALLEGIANCE**
  - III. ANNOUNCEMENTS**
  - IV. PUBLIC INPUT**
  - V. APPROVAL OF MINUTES**
  - VI. AUTHORITIES, BOARDS, AND COMMISSION REPORTS**
  - VII. SPECIAL REPORTS**
  - VIII. COG AND REGIONAL REPORTS**
  - IX. STAFF REPORTS**
  - X. UNFINISHED BUSINESS - None**
  - XI. NEW BUSINESS**
    - a. Consent Agenda
    - b. Public Hearing Certifying Local Match for CATA Fiscal Year 2023-2024
    - c. Public Hearing Authorizing Filing of Grant Application to Appalachian Regional Commission (ARC)
    - d. Public Hearing Authorizing Submission of Grant Application from PADOT for 2024-2026 Traffic Safety
    - e. Public Hearing Repealing Resolution 2006-24 & Adopting Amended Procurement Policy
    - f. Discussion – Update to Centre Region Building Safety & Property Maintenance Code
    - g. Zoning Variance - 2616 Tadpole Road
  - XII. COMMUNICATIONS TO THE BOARD**
  - XIII. CALENDAR ITEMS**
  - XIV. ADJOURNMENT**



Visit the Township's Web Site [www.twp.ferguson.pa.us](http://www.twp.ferguson.pa.us) and sign up for *Notify Me!* to receive email notices about Township Information.



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# TOWNSHIP OF FERGUSON

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## **BOARD OF SUPERVISORS**

### **Regular Meeting Agenda**

### **Monday, May 15, 2023**

### **7:00 P.M.**

#### **I. CALL TO ORDER**

#### **II. PLEDGE OF ALLEGIANCE**

#### **III. ANNOUNCEMENTS**

- a. A Proclamation of the Township of Ferguson, Centre County, Pennsylvania to recognize May 2023 as Asian American and Pacific Islander Heritage Month.
- b. A Proclamation of the Township of Ferguson, Centre County, Pennsylvania to recognize Ferguson Township Police Department for outstanding achievement lead by Detective Caleb Clouse.
- c. A Proclamation of the Township of Ferguson, Centre County, Pennsylvania to recognize and honor Sergeant Adam Hartswick.

#### **IV. PUBLIC INPUT**

#### **V. APPROVAL OF MINUTES**

1. May 2, 2023 – Board of Supervisors Regular Meeting

#### **VI. AUTHORITIES, BOARDS, AND COMMISSION REPORTS**

#### **VII. SPECIAL REPORTS**

1. Diversity, Equity, and Inclusionary Initiatives and Acknowledgements – Jewish-American Heritage Month, National Asian American and South Pacific Islander Heritage Month, Bike Month, Police Week, 5/15-21, EMS Week 5/21-27, Public Works Week 5/21-27, Administrative Offices Closed for Memorial Day 5/29.
2. Township and Fiscal Responsibility – no report.
3. Community and Economic Development – no report.
4. Environment – no report.

#### **VIII. COG AND REGIONAL COMMITTEE REPORTS**

##### **1. COG COMMITTEE REPORTS**

15 minutes

- a. Human Resources Committee
- b. Land Use and Community Infrastructure/Centre Region Planning Commission
- c. Climate Action & Sustainability Committee – Cancellation notice
- d. Public Safety Committee
- e. Facilities/Finance Committee

##### **2. OTHER COMMITTEE REPORTS**

**IX. STAFF REPORTS**

5 minutes

1. Manager's Report
2. Public Works Director
3. Planning & Zoning Director
4. Chief of Police

**X. UNFINISHED BUSINESS**

**XI. NEW BUSINESS**

**1. CONSENT AGENDA**

5 minutes

- a. Agreement for phone replacement
- b. Acceptance of Ms. Shannon Holliday's resignation, with regrets, from Pine Grove Mills Small Area Plan Advisory Committee
- c. Reject Bid 2022-C16 Accessible Pedestrian Signals and Ramp Upgrades Bids and Cancel Contract.
- d. Pay Application: 2018-C20U Park Hills Drainage; \$98,287.19
- e. Pay Application: Myco Mechanical, Inc. for payment 2 for contract 2022-C20; \$102,663.00
- f. Approve joining the Pennsylvania Municipal League and other Pennsylvania Local Government Associations in an Amicus Curiae brief in support of the Borough of West Chester in its appeal to the Pennsylvania Supreme Court concerning the Commonwealth Court's ruling in West Chester Borough vs. PA State System of Higher Education and West Chester University.
- g. Rescind Resolution No. 2023-10 as Happy Valley Adventure Bureau will transfer the grant application to Millheim Borough for the grant administration of the Rt. 45 Getaways Event.

**2. A PUBLIC HEARING ON A RESOLUTION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY, PENNSYLVANIA CERTIFYING PROVISION OF LOCAL MATCH FOR STATE OPERATING AND CAPITAL FINANCIAL ASSISTANCE TO THE CENTRE AREA TRANSPORTATION AUTHORITY FOR FISCAL YEAR 2023 – 2024.**

*Centrice Martin, Township Manager*

10 minutes

**Narrative**

Provided with the agenda is a copy of the resolution establishing the Township's contribution to the Centre Area Transportation Authority (CATA) for operating funds in an amount of \$137, 248.00 and capital funding in an amount of \$18,595.00 for the CATA fiscal year beginning July 1, 2023, and ending June 30, 2023. Contributions for the 2022 – 2023 CATA fiscal year totaled \$129,976.00 for operating funds and \$17,620.00 for capital funding.

*Recommended motion: That the Board of Supervisors adopt the resolution certifying provision of local match for State Operating and Capital Financial Assistance to the Centre Area Transportation Authority for fiscal year 2023 – 2024.*

**Staff Recommendation**

That the Board of Supervisors **adopt** the resolution.

- 3. A PUBLIC HEARING ON A RESOLUTION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY, PENNSYLVANIA, AUTHORIZING THE FILING OF THE GRANT APPLICATION TO THE APPALACHIAN REGIONAL COMMISSION (ARC) FOR FUNDING ADMINISTERED THROUGH THE AREA DEVELOPMENT PROGRAM FOR AN ECONOMIC DEVELOPMENT PLAN THAT STRENGTHENS THE TOWNSHIP'S INFRASTRUCTURE, BUSINESSES, AND WORKFORCE.** 10 minutes

*Centrice Martin, Township Manager*

#### **Narrative**

Provided with the agenda is a copy of the resolution for authorization for a grant application submission to Appalachian Regional Commission. This opportunity is for a grant match to obtain a consultant for assistance with design and development of a master plan pursuing economic and enterprise strategies that promote economic diversification from within the Township. The Appalachian Regional Commission administers the Area Development Program and relies on a flexible "bottom up" approach to economic development, empowering communities to design impactful investment opportunities that support their mission and investment priorities.

*Recommended motion: That the Board of Supervisors adopt the resolution and authorize the Township Manager to file a grant application with the Appalachian Regional Commission.*

#### **Staff Recommendation**

That the Board of Supervisors **adopt** the resolution.

- 4. A PUBLIC HEARING ON A RESOLUTION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY, PENNSYLVANIA AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR A GRANT FROM THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION FOR THE 2024 – 2026 CENTRE COUNTY TRAFFIC SAFETY GRANT AND AUTHORIZING THE TOWNSHIP MANAGER TO SIGN ALL DOCUMENTS RELATED TO THE GRANT ON BEHALF OF THE TOWNSHIP OF FERGUSON.** 5 minutes

*John Petrick, Chief of Police*

#### **Narrative**

Provided with the agenda is a copy of the resolution authorizing the submission of the Pennsylvania Department of Transportation's FFY2024-2026 Police Traffic Services Enforcement Grant Program. The grant will provide funding for enforcement activities in Ferguson Township, Patton Township, Spring Township, State College Borough, and the Centre County Sheriff's Department. The grant encompasses funding for DUI enforcement, Aggressive Driving, Unrestrained drivers (seat belts) Enforcement and Pedestrian Safety.

According to early estimates of 2022 crash data, approximately 445 traffic-related fatalities involved an impaired driver, 352 motorists were fatally injured while unrestrained, 116 lost their lives in an aggressive driving-related crash, 166 people died due to speeding crashes and 184 pedestrians were killed. This grant program is aimed at addressing the largest contributing factors resulting in a traffic-related fatality. These factors include impaired driving, seat belt usage, aggressive driving/speeding, and pedestrian safety.

*Recommended Motion: That the Board of Supervisors adopt the resolution authorizing the submission of an application for a grant from Pennsylvania Department of Transportation's FFY2024-2026 Police Traffic Services Enforcement Grant Program and authorizing the Township Manager to sign all documents related to the grant on behalf of the Township.*

#### **Staff Recommendation**

That the Board of Supervisors **adopt** the resolution.

- 5. A PUBLIC HEARING ON A RESOLUTION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY, PENNSYLVANIA REPEALING RESOLUTION 2006-24 AUTHORIZING THE ISSUANCE OF INDIVIDUAL PROCUREMENT CARDS THROUGH PFM FINANCIAL SERVICES LLC. AND ADOPTING AN AMENDED PROCUREMENT CARD POLICY.** 10 minutes

*Centrice Martin, Township Manager*

**Narrative**

Provided with the agenda is an updated version of the 2006 procurement card policy that details the management for process and practice for the use of Township procurement cards.

*Recommended Motion: That the Board of Supervisors repeal Resolution 2006-24 and adopt the resolution to amend the purchasing and procurement policy.*

**Staff Recommendation**

That the Board of Supervisors **adopt** the resolution.

- 6. DISCUSSION ON UPDATE TO THE CENTRE REGION BUILDING SAFETY AND PROPERTY MAINTENANCE CODE** 15 minutes

*Centrice Martin, Township Manager*

**Narrative**

Centre Region Code Administration proposes changes to the Centre Region Building Safety and Property Maintenance Code, 2017 edition (PM Code). Centre Region Code Administration conducted a participatory process with stakeholders to receive input for changes to the Code. Provided with the agenda is a copy of the changes in track changes. On May 2, 2023, Walt Schneider, Director of Centre Region Code Administration, provided an overview of the amendment to staff. The Board of Supervisors is asked to discuss the Code prior to the enactment tentatively scheduled for June. Mr. Schneider is in attendance to discuss the amendment with the Board. The Board is asked to continue the review of the code, provide feedback for additional information, and raise any questions regarding proposed amendments. No action is required.

**Staff Recommendation**

That the Board of Supervisors **discuss** the amendments.

- 7. ZONING VARIANCE—2616 TADPOLE ROAD** 10 minutes

*Jenna Wargo, Director of Planning and Zoning*

**Narrative**

On April 24, 2023, Merle Eyer submitted an application for a variance hearing at 24-006-046B-0000. The property is zoned Rural Residential (RR) and the applicant is requesting a variance from the RR setback requirements to add an addition to the 20' x 30' existing structure. The additional would encroach 10' into the setback.

*Recommended Motion: That the Board of Supervisors remain neutral.*

**Staff Recommendation**

That the Board of Supervisors **remain** neutral.

**XII. COMMUNICATIONS TO THE BOARD**

**XIII. CALENDAR ITEMS – May**

Election Day, May 16

Planning Commission, May 22

Spring Bulk Waste Collection, May 22-26

Pine Grove Mills Small Area Plan Advisory Committee, May 25

**XIV. ADJOURNMENT**



Township of

FERGUSON  
Pennsylvania

## Proclamation

### A PROCLAMATION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY, PENNSYLVANIA TO RECOGNIZE MAY 2023 AS ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH

*Whereas*, in 1992, Congress first officially designated the month of May as Asian Pacific American Heritage Month to recognize and honor the significant contributions of people of Asian and Pacific Islander heritage to the development, history, culture, and achievements of the United States; and

*Whereas*, the Ferguson Township Board of Supervisors stands in solidarity with the Asian Pacific Islander Desi American (APA) community in the Township and around the world against the systemic racism, xenophobia, and misogyny that has afflicted our fellow citizens for centuries in this country and around the world; and

*Whereas*, according to United States Census Bureau estimates, the APA population in Ferguson Township exceeds fifteen percent of our citizenry; and

*Whereas*, some residents of Ferguson Township are recent immigrants, and others are first, second, third, fourth or fifth generation Americans; and

*Whereas*, APA residents make immeasurable contributions to the Ferguson Township community through their support, creativity, enterprise and skill; and

*Whereas*, Ferguson Township, by adopting this proclamation, commits to making our community a welcoming and inviting place for APA residents, business owners, visitors, and students.

*Now, therefore*, the Ferguson Township Board of Supervisors does hereby designate May 2023 as Asian American and Pacific Islander Heritage Month and encourages all residents of Ferguson Township to celebrate the immeasurable value that our friends, families, and neighbors of APA heritage add to our quality of life.

**Proclaimed this 15<sup>th</sup> day of May 2023.**

Ferguson Township Board of Supervisors,

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Lisa Strickland, Chair



Township of

FERGUSON

Pennsylvania

## Proclamation

**A PROCLAMATION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY,  
PENNSYLVANIA TO RECOGNIZE FERGUSON TOWNSHIP POLICE  
DEPARTMENT FOR OUTSTANDING ACHIEVEMENT LEAD BY DETECTIVE  
CALEB CLOUSE**

*Whereas*, the Ferguson Township Police Department is an integral entity that serves the community and is tasked with ensuring the peace and protection of residents, visitors, and students; and

*Whereas*, Ferguson Township Administration allocated resources with the specific goal of working on unsolved cases, and

*Whereas*, Detective Caleb Clouse was chosen to focus solely on solving cold cases; and

*Whereas*, success in solving the case relied on a strong support team, which included Ferguson Township Police Department and members of the office of the Attorney General; and

*Whereas*, the investigation required countless hours of reviewing evidence, investigating tips, following leads, conducting forensic and ballistic investigations, and conducting interviews with acquaintances and suspects; and

*Whereas*, specialized trainings along with extensive preparation and consultations with trained professionals, were key in ensuring proper and successful interviews; and

*Whereas*, the exceptional detective work done to solve this case serves as a testament to the importance of the utilization of resources, collaboration, thorough investigation of the smallest of details, and an overall passion for upholding the law and serving justice.

*Now, therefore*, the Ferguson Township Board of Supervisors does hereby express sincere gratitude to Detective Clouse, the investigative team, and the Ferguson Township Police Department for solving this case, whose dedication, thoroughness, and drive to find answers resulted in the serving of justice where it was due.

**Proclaimed this 15<sup>th</sup> day of May 2023.**

Ferguson Township Board of Supervisors,

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Lisa Strickland, Chair





Township of

FERGUSON

Pennsylvania

## Proclamation

### A PROCLAMATION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY, PENNSYLVANIA TO RECOGNIZE AND HONOR SERGEANT ADAM HARTSWICK

**Whereas**, in this month of May, 2023 Ferguson Township celebrates Public Service, and

**Whereas**, on this day, the 15th day of May, 2023, we gather as a community to honor and commemorate the tenth anniversary of the injuries suffered by Sergeant Adam Hartswick while serving in Afghanistan; and

**Whereas**, Sergeant Adam Hartswick, a dedicated and courageous combat medic in the United States Army, demonstrated unwavering bravery and selflessness in the face of adversity; and

**Whereas**, on the 14th day of May, in the year 2013, Sergeant Hartswick sustained life-altering injuries while carrying out his duties in support of Operation Enduring Freedom; and

**Whereas**, despite the hardships he endured, Sergeant Hartswick has shown exceptional resilience, determination, and an indomitable spirit, inspiring his community and nation; and

**Whereas**, his journey of recovery has been marked by the remarkable strength of character, unwavering perseverance, and an unwavering commitment to personal growth, becoming a beacon of hope and inspiration for individuals facing their own challenges; and

**Whereas**, Sergeant Hartswick's spirit and dedication to service have extended beyond his military career, as he has continued to contribute to our community through his involvement in various organizations and his advocacy for rapid response trauma training and hemorrhage control; and

**Whereas**, the residents of Ferguson Township, Pennsylvania, recognize the sacrifices made by Sergeant Hartswick and the countless men and women in uniform who have given so much to protect our freedoms; and

**Whereas**, we recognize and laud the ongoing support of his family, and

**Now, therefore**, it is our duty to express our deep gratitude and respect for Sergeant Hartswick's service, honor his commitment to our nation, and celebrate the incredible journey of courage and determination he has undertaken.

**Proclaimed this 21<sup>st</sup> day of May 2023.**

Ferguson Township Board of Supervisors

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Lisa Strickland, Chair

# FERGUSON TOWNSHIP BOARD OF SUPERVISORS

Regular Meeting  
Tuesday, May 2, 2023

## ATTENDANCE

The Board of Supervisors held its first regular meeting of the month on Tuesday, May 2, 2023 as a hybrid meeting. In attendance were:

**Board:** Lisa Strickland, Chair  
Patti Stephens, Vice Chair  
Laura Dininni  
Corey Gracie-Griffin  
Jeremie Thompson

**Staff:** Centrice Martin, Township Manager  
Jaymes Progar, Assistant Township Manager  
Dave Modricker, Director, Public Works  
Jenna Wargo, Director, Planning and Zoning  
John Petrick, Chief of Police  
Betsy Dupuis, Township Solicitor  
Deeya Kochar, Finance Director

Others in attendance included: Rhonda Demchak, Recording Secretary; Bill Keough, Ferguson Township Resident and Ferguson Township Planning Commission member; Eric Nurnberg, Executive Director, COG; Leslie Laing, C-NET; Cynthia Hahn, C-NET; Anne Messner, Centre Regional Planning Agency; James Saylor, Centre Regional Planning Agency; Lynette Brooks, Pennsylvania Furnace Resident,

### I. CALL TO ORDER

Ms. Strickland called the Tuesday, May 2, 2023, regular meeting to order at 7:00 p.m.

### II. PLEDGE OF ALLEGIANCE

### III. ANNOUNCEMENTS

Ms. Martin thanked and welcomed everyone to the meeting and noted that the Board of Supervisors meeting had been advertised in accordance with the PA Sunshine Act as a hybrid meeting with an option to attend online utilizing zoom and the main meeting room for any public members to participant. Persons attending the meeting as members of the public and wanted to participate were asked to state their name, municipality, and topic. Members of the public are to be muted during the meeting and must be acknowledged by the Chair. Board members are asked to indicate their name when motioning or seconding a motion so that the minutes are accurate.

Ms. Martin took Roll Call and there was a quorum.

Ms. Martin welcomed Ms. Deeya Kochar to the meeting as the new Finance Director for the Township.

### IV. CITIZENS INPUT

There were none.

### V. APPROVAL OF MINUTES

1. April 18, 2023 – Board of Supervisors Regular Meeting Minutes

Mr. Gracie-Griffin moved that the Board of Supervisors **approve** the regular meeting minutes of April 18, 2023. Mr. Thompson seconded the motion. The motion passed unanimously.

## VI. AUTHORITIES, BOARDS, AND COMMISSIONS REPORT

### 1. Parks and Recreation Authority

Mr. Bill Keough reviewed his report that was included in the agenda packet.

Ms. Dininni suggested adding information to the QR Codes regarding how to donate to the boardwalk. Mr. Keough stated that the funding will need to come from a variety of places regarding the \$6-\$11 million deficit.

Ms. Strickland thanked Mr. Keough for his report and asked about the timeline. Mr. Keough stated that no decisions have been made, but the approximate timeline is 1.5 years to 7 years from now.

Ms. Strickland inquired about signage at the Whitehall Road Regional Park regarding no trespassing. Chief Petrick reported that there is signage and fencing. Chief Petrick will reach out to the Yards as well. Ms. Dininni expressed concerns with the expense of utilizing police patrol and the expense of signs. Mr. Eric Nurnberg, Executive Director, COG noted that the signs are not expensive, and they have been coordinating with the Ferguson Township Police Department.

### 2. Schlow Library

Ms. Ziff was not in attendance. Ms. Strickland stated that the report was included in the agenda packet.

## VII. SPECIAL REPORTS

### 1. Diversity, Equity, and Inclusionary Initiatives – Jewish-American Heritage Month, National Asian American and South Pacific Islander Heritage Month, Bike Month, National Fitness Day 5/2, Public Service Week 5/7-13, Police Week, 5/15-21, EMS Week 5/21-27, Public Works Week 5/21-27, Administrative Offices Closed for Memorial Day 5/29

### 2. Township and Fiscal Responsibility – C-NET Presentation

Ms. Leslie Laing and Ms. Cynthia Hahn reviewed the report that was included in the agenda packet.

Mr. Thompson reported that he received a communication that channel 7 was off air recently.

Ms. Dininni thanked Ms. Hahn and Ms. Laing for the report.

### 3. Community and Economic Development – Update on the Active Transportation Plan and Long Range Transportation

Ms. Anne Messner and James Saylor of Centre Regional Planning Agency reviewed their report that was included in the agenda packet. The last slide asked the following questions:

- What 3 roads/corridors either township or state that continue to be of concern?
- What are the known issues for those locations?

Ms. Strickland commented that there is an area of concern with the Northland Study due to a CATA stop that needs repositioned. Ms. Strickland stated that in Pine Grove Mills the flashing redlight at the intersection of Route 26 and 45 is still a concern. Also, Ms. Strickland noted that the intersection of Nixon Road and Whitehall Road continues to have accidents.

Ms. Dininni concurred with Ms. Strickland and noted that in the West College area there is significant, pedestrian, vehicle, and bike interactions. Ms. Dininni asked if Foxpointe to Whitehall is necessary and asked for assistance with connecting a path from Pine Grove Mills to the rest of the region.

Mr. Gracie-Griffin stated that connectivity in smaller places in the Township like Science Park Road is concerning.

Mr. Thompson expressed concern with the Circleville Road, Teaberry Road, and Blue Course intersection due to safety concerns.

Mr. Thompson reported that he has communicated with other residents and elected officials in the area on how we connect our residents to train travel.

4. Environment – no report.

## **VIII. COG AND REGIONAL COMMITTEE REPORTS**

### **1. COG COMMITTEE REPORTS**

#### **a. Executive Committee**

Ms. Strickland reviewed her report that was included in the agenda packet.

#### **b. Parks and Recreation Governance Committee**

Ms. Stephens reported that a request for proposals was sent out for a moderator.

## **IX. STAFF REPORTS**

#### **a. Manger's Report**

Ms. Martin stated that her report is included in the agenda packet.

#### **b. Public Works Director Report**

Mr. Modricker noted that his report is included in the agenda packet.

Mr. Thompson reported that Valley Vista, Science Park, Teaberry, and Circleville Road overhead signage appear to be in rough shape. Mr. Modricker stated he will take a look at them.

Ms. Dininni asked about an apparatus that was firmly secured at the corner of North Atherton and Aaron Road. Mr. Modricker stated that he will look into that.

#### **c. Planning and Zoning Report**

Ms. Wargo noted that her report is included in the agenda packet.

**X. UNFINISHED BUSINESS**

**XI. NEW BUSINESS**

**1. CONSENT AGENDA**

- a. Public Hearing - . Accept Michael Twomley resignation from the Zoning Hearing Board.
- b. Appoint Robert Strouse to the Zoning Hearing Board with a term ending December 31, 2023.
- c. Appoint Stevie Rocco to the Zoning Hearing Board with a term ending December 31, 2027.
- d. Accept Vickie Hewitt resignation from the Tax Review Board.
- e. Appoint Cathy Bowen to the Tax Review Board with a term ending December 31, 2023.
- f. Appointment of Ferguson Township Director of Finance.
- g. Award contract 2023-C7C Asphalt and Aggregate Project.
- h. Award contract 2023-C1 Blue Course Drive Paving Project.
- i. March 2023 Voucher Report.

Mr. Gracie-Griffin moved that the Board of Supervisors **approve** the consent agenda Ms. Stephens seconded the motion. The motion passed unanimously.

**2. Review of the Centre County Council of Governments Capital Improvement Plan (CIP)**

Ms. Martin reported that the Centre Region Council of Governments (CRCOG) provided a copy of the draft 2024 – 2028 Capital Improvement Plan (CIP) for municipalities to review and comment. Facilities and Finance Committee members provided feedback which has been incorporated into the document. The information contained in the CIP document is based on recommendations from the facility condition assessments, age/condition of equipment, and new or replacement vehicles/equipment needed. The CRCOG Executive Director is in attendance to respond to questions. The DRAFT 2024 – 2028 CRCOG Capital Improvement Plan and the Comment Guide are attached to the agenda.

Included in the agenda packet is a comment guide that included the following:

- Parks Capital Equipment – Ms. Stephens asked if attachments for mowers and aerators could be purchased instead of two aerators. Mr. Nurnberg stated there are significant challenges with the supply chain and they make good decisions when replacing items.

Mr. Gracie-Griffin asked why there is a 15% jump between 2024-2025 for the Shares by Municipality on page 93 of the agenda packet. Mr. Nurnberg reported that there are a couple of factors, deferred equipment purchases, cost increases, and a 2% reinvestment for each year.

- Continued - Parks Capital Equipment – Ms. Dininni inquired about the storage of equipment with regards to using TRAIRS and the management of the equipment. Mr. Nurnberg reported that the Facilities Committee has started working on developing a long-range facilities master plan. Mr. Gracie-Griffin asked why there isn't a standardized fleet of vehicles. Mr. Nurnberg reported it is due to availability and cost. Ms. Dininni suggested transit the fleet to hybrid. Mr. Nurnberg reported that they are working on a sustainability initiative. Ms. Strickland made a comment about the fund balance and the plan to spend that down.

- Fire – Ms. Stephens asked about the upgrades to the HVAC and electrical for the College Township Fire Station and if it is separate from the College Township Building. Mr. Nurnberg noted that it is separate. Ms. Dininni spoke about the COG Formula and when can a broader discussion happen. Mr. Nurnberg stated that it would be a Finance Committee topic. Ms. Strickland expressed concerns with the storage facility for 2024. Mr. Gracie-Griffin concurred with Ms. Strickland and stated that paying interest on a \$3 million loan before the location is determined is concerning. Ms. Dininni suggest getting the policy dialogue started. Mr. Gracie-Griffin stated that he would want planning to be done for any new building before a loan is acquired.
- Regional Parks – Ms. Strickland expressed concerns with the Indoor Feasibility Study amount and timeframe because they do not last forever. Ms. Strickland suggested moving this out past 2025. Ms. Dininni supports moving the study further out and suggested a visual aide to capture all of the anticipated COG large capital investments for the next 10 years. Ms. Strickland commented on the engineering design for the Hess restroom/concession/storage and asked if there was construction included. Mr. Nurnberg noted that it will need to be added. Ms. Dininni suggested adding a “soft” number. Mr. Gracie-Griffin suggested to include ongoing maintenance costs. Ms. Dininni commented on the Whitehall Regional Park pavilion and the land development plan. Mr. Nurnberg stated that COG staff have met with the Ferguson Township staff to address where they are on the land development plan.
- Library Capital – Mr. Gracie-Griffin commented that the ending fund balances are what he would anticipate with a budget of that size.
- COG Building – There were no comments made.
- Pools Capital – There were no comments made.
- Regional Nature Center – Ms. Strickland inquired about the staff building. Mr. Nurnberg stated they are looking at a temporary location. Ms. Strickland suggested adding back in the amount for the building. Ms. Dininni expressed concerns with ownership, investment and suggested something mobile. Mr. Gracie-Griffin expressed concerns about the revenue sources and how much money it is. Mr. Gracie-Griffin stated his concerns with the Millbrook Marsh Boardwalk and how Ferguson Township pays the most. Ms. Strickland asked if the Millbrook Marsh Boardwalk is a part of the Regional Parks system. Mr. Nurnberg stated that it is being treated as a regional asset but will need to be explored further. Ms. Stephens suggested having a discussion at a General Forum meeting with everyone. Mr. Keough suggested adding an asterisk to explain that it is an estimated cost. Ms. Strickland concurred to include a further explanation. Ms. Dininni supports a further explanation and suggested a percentage range. Mr. Gracie-Griffin stated that \$6 million seems low and it should be higher. Ms. Strickland supports extending out 2 years. Mr. Gracie-Griffin would be in favor of asking the local school district to participate in future costs if they are taking advantage of the facility.

- Planning MPO – There were no comments made.
- Regional Refuse – There were no comments made.
- Emergency Management – There were no comments made.
- Codes Department – There were no comments made.
- General Comments – Ms. Dininni asked about the fund balance of the Regional Park. Mr. Nurnberg stated that he would need to defer this question to the interim-finance director. Mr. Gracie-Griffin stated that the pie charts are not useful to him because the overall size of the pie chart increases dramatically between 2024-2025. Mr. Gracie-Griffin suggested having bar charts to see over the years would be helpful. Ms. Dininni suggested adding the COG Formula with regards to Parks.

3. Request from Homeowner Association to Enter an Agreement with Township that Permits Cost Sharing Approach on Pipe Cleaning, Video Contract and Pipe Lining Contract

Mr. Modricker stated that annually the Township prepares, bids, and administers contracts for pipe cleaning/video assessment, and for pipe lining. Thoroughbred Crossing HOA approached the Township about the possibility of piggybacking on both contracts. Piggybacking allows another entity (the HOA) to take advantage of contract pricing and technical specifications and contract conditions imposed in the Township contract(s). The contract will require the billing portion of the HOA work to go directly to the HOA. The Township currently extends piggybacking to other municipalities on our line striping, and microsurfacing, and seal coating contracts as well as contracts for pipe cleaning/video assessment and pipe lining. Staff has not yet let a contract including piggybacking by an HOA. Stormwater from Township property is often comingled with stormwater from HOA property as it flows from impervious areas to street to street and pipe to pipe before reaching a storm water basin or BMP or discharge point. It is in the Township's best interest that HOAs maintain the stormwater infrastructure owned by them on their property. Staff has reviewed the matter with the Township solicitor who does not object to allowing an HOA to piggyback on these contracts. Staff would like to allow Thoroughbred Crossing to piggyback on contract 2023-C5 Storm Sewer Cleaning and Video Assessment and contract 2023-C3 Cured-in-Place Pipe Lining. If successful, the Township could extend piggybacking to other HOAs in the future.

Mr. Thompson moved that the Board of Supervisors **consent** to Thoroughbred Crossing piggybacking on contract 2023-C5 Storm Sewer Cleaning and Video Assessment and contract 2023-C3 Cured-in Place Pipe Lining, and if successful, the Township could extend piggybacking to other HOAs in the future. Mr. Gracie-Griffin seconded the motion. The motion passed unanimously.

4. Board Member Request Item – Noise Ordinance Discussion

Ms. Dininni stated that provided with the agenda is the narrative that she prepared. Ms. Dininni read the following motion from the September 7, 2021 meeting:

“Ms. Strickland moved that the Board of Supervisors **direct** staff to draft an amendment to the Ferguson Township Noise Ordinance focused on revising definitions, standards of assessment, exceptions, and prohibitions with the goal of increasing community quality of life, well-being, and ease of enforcement. Ms. Steckler seconded the motion. The motion passed 4-1 with Mr. Miller opposing.”

Ms. Dininni reviewed the history of the ordinance. Ms. Dininni stated that the ordinance is outdated.

Ms. Martin stated that the Noise Ordinance is in the workplan and is being discussed, but at this time giving Chief Petrick time to understand the issues. Ms. Martin stated that the ordinance will take time because it is very outdated with many sections. Chief Petrick stated he is gathering information and noted the ordinance is very outdated.

Lynette Brooks, Pennsylvania Furnace Resident, thanked the Board for the thoughtful dialogue and work they do. Ms. Brooks stated that her family enjoys the quiet life in Penn. Furnace and agrees the ordinance is outdated. Ms. Brooks stated that a few years ago they experienced issues with industrial noise that impacted the neighborhood. Ms. Brooks described the difficulty of having their issue resolved and is favor of a new ordinance.

## **XII. COMMUNICATIONS TO THE BOARD**

There were no communications to the Board of Supervisors.

## **XIII. CALENDAR ITEMS –MAY**

- a. Planning Commission, May 8, 22
- b. Board of Supervisors Worksession, May 10
- c. Parks & Recreation Committee, May 11
- d. Tree Commission, May 15
- e. \*\*Board of Supervisors Regular Meeting on Monday, May 15
- f. Election Day, May 16
- g. Spring Bulk Waste Collection, May 22-26
- h. Pine Grove Mills Small Area Plan Advisory Committee, May 25
- i. LEED Ceremony, May 2

## **XIV. ADJOURNMENT**

With no further business to come before the Board of Supervisors, Mr. Gracie-Griffin motioned to **adjourn** the meeting with Ms. Strickland seconding the motion. The motion passed unanimously. The meeting was adjourned at 10:31 p.m.

Respectfully submitted,

Centrice Martin, Township Manager  
of the Board of Supervisors



# CENTRE REGION COUNCIL OF GOVERNMENTS

2643 Gateway Drive, Suite 3

State College, PA 16801

Phone: (814) 231-3077 Fax: (814) 231-3083 Website: [www.crcog.net](http://www.crcog.net)

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## HUMAN RESOURCES COMMITTEE

Hybrid Meeting

May 3, 2023

12:15 PM

### GENERAL MEETING INFORMATION

<u>RSVP</u>	To ensure an overall quorum of members, please let us know how you intend to participate: <a href="https://us02web.zoom.us/meeting/register/tZltc--vpj8vHdU535pD21BDvVNmdk8yoznX">https://us02web.zoom.us/meeting/register/tZltc--vpj8vHdU535pD21BDvVNmdk8yoznX</a>
Remote Participants	To attend via Zoom: <a href="https://us02web.zoom.us/meeting/register/tZltc--vpj8vHdU535pD21BDvVNmdk8yoznX">https://us02web.zoom.us/meeting/register/tZltc--vpj8vHdU535pD21BDvVNmdk8yoznX</a> To attend this meeting by phone: +1 929 205 6099   Meeting ID: 860 4678 4571
In-Person Participants	<b>COG Building – Forum Room</b> 2643 Gateway Drive, State College, PA 16801
Meeting Contact: Becca Petitt   email: <a href="mailto:rpitt@crcog.net">rpitt@crcog.net</a>   814-272-1447	
<a href="#">Click HERE to locate the AGENDA and ATTACHMENTS</a> <i>Should you desire to annotate any attachments you must download them first.</i>	

- The chat feature for this meeting will be limited to remote participants being able to communicate with meeting hosts. A recording of the meeting will be made available on the COG website upon its conclusion.
- We ask that non-voting participants that are attending remotely remain muted with their video turned off unless recognized to speak. To reduce audio interference, please remain off of speakerphone during the meeting.
- **VOTING PROCEDURES:** Members will provide their vote by voice. Clarification will be sought by the Chair if the vote is unclear. For additional information on COG Voting Procedures, click [HERE](#).
- **PUBLIC COMMENT GUIDELINES:** Members of the public may comment on any items not already on the agenda (five minutes per person). Comments relating to specific items on the agenda should be deferred until that point in the meeting. For additional information on COG public meeting guidelines, please click [HERE](#).
- To access agendas and minutes of previously held meetings, and to learn more about the COG Human Resources Committee on our website, please click [HERE](#).

May 3, 2023

12:15 PM

AGENDA SUMMARY

01.	CALL TO ORDER
02.	PUBLIC COMMENTS
03.	NEW AGENDA ITEMS
04.	APPROVAL OF MINUTES
05.	PRELIMINARY 2024 PERSONNEL REQUESTS
06.	CLASSIFICATION & COMPENSATION DRAFT FINAL REPORT
07.	OTHER BUSINESS
08.	CALENDAR
09.	HELPFUL REFERENCE LINKS
10.	ADJOURNMENT

## CENTRE REGION COUNCIL OF GOVERNMENTS

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### HUMAN RESOURCES COMMITTEE

Hybrid Meeting  
Wednesday, May 3, 2023  
12:15 PM

Written public comment or requests to speak to the Human Resources Committee for items not on the agenda, and requests to comment to specific agenda items listed below, may be submitted in advance by emailing [rpetitt@crcog.net](mailto:rpetitt@crcog.net).

### AGENDA

1. CALL TO ORDER AND ROLL CALL

Mr. Best will convene the meeting. Staff will take a roll call of committee members.

2. PUBLIC COMMENTS

Members of the public are invited to comment on any items not already on the agenda (five minutes per person time limit, please). Comments relating to specific items on the agenda should be deferred until that point in the meeting. Submitted comments will be read into the record by the Recording Secretary at the appropriate time in the meeting.

3. NEW AGENDA ITEMS

Members may request additional items of business be added to this meeting's agenda. If approved by a majority vote of the members, the proposed new agenda item(s) will be placed on the agenda at the discretion of the Chair. Ideally, items for future agendas should be proposed to the Human Resources Committee through your municipal representative.

4. APPROVAL OF MINUTES (Action)

A copy of the minutes from the March 1, 2023, Human Resources Committee meeting is **enclosed** for approval.

**All municipalities should vote on this motion.**

5. PRELIMINARY 2024 PERSONNEL REQUESTS (Discussion) - Presented by Becca Petitt and COG Agency Directors as appropriate.

The purpose of this agenda item is to ask the Human Resources Committee to provide their comments, input, and questions on personnel changes that may be proposed in the upcoming COG Budget. The recommendations from the Agency Directors are preliminary and are meant to solicit initial feedback. Based on previous experience, it is likely that some of these proposals will not be advanced to the Budget because the expense will not fit within the financial guidelines established by the Finance Committee or because upon closer examination there may be other reasons for not proceeding with their implementation in the coming year. The Committee is not being asked for its endorsement of these proposals but rather for its thoughts and support, or lack thereof, based on the information available.

The Agency Directors and support staff will be present to highlight their proposals and to respond to questions about any of their recommendations. This is the Committee's opportunity to ask questions about the proposals, ask for additional information on the proposals, and provide critical and honest feedback about each proposal. Feedback from the Committee on each proposal is important to the success of the overall budget process. When reviewing the proposals, please try to consider what proposals should be a priority and whether the proposal is one that, all things considered, you would be able to support if it were to move forward in the budget process.

The Agency Directors were asked to submit the requests using a new format this year. This new format is part of the overall refinement of the COG Budget process. **Enclosed** please find more detailed justifications for each of the following personnel changes:

- **Parks** - Should Centre Region Parks and Recreation add a Parks Specialist I? Currently there is a 10-month position split between the Welch and Park Forest Community Pools and Millbrook Marsh Nature Center. In 2024, staff recommends that the MMNC portion revert to Park Operations (general), and they propose a new Park Specialist I position be designated specifically for Millbrook Marsh to oversee day-to-day maintenance, inspections, and janitorial duties. Further, this position would eliminate the annual expense for 3rd party janitorial services, which is estimated to be \$50,000+, starting in 2024.
- **Parks** – Should Centre Region Parks and Recreation add a Park Operations Seasonal Maintenance position? Staff is recommending a seasonal maintenance position for the CRPR Parks Operations Division to serve eight months out of the year. This position ensures effective delivery of maintenance services specifically for Whitehall Road Regional Park that will open this summer and other regional parks as needed.

- **Parks** – *Should Centre Region Parks and Recreation add an Admin Staff Assistant position?* Staff is recommending a full-time Staff Assistant position be split across the Active Adult Center (40%) and Administration (60%) to assist with critical needs, including security and safety concerns.
- **Parks** – *Should Centre Region Parks and Recreation create a Program Coordinator position?* Staff is recommending the budgeted part-time Rec Aide position (\$10,622/year) that has been vacant since 2020, be converted to a full-time Program Coordinator position to be split across Programming (75%) and Sports (25%) to ensure effective delivery of recreation programming for the Agency.
- **Planning** – *Should CRPA bring in an AmeriCorps position?* Staff is recommending an AmeriCorps position to coordinate activities for the COG and municipalities to lower our energy consumption and improve our energy management practices, both for local government and community-wide.
- **Planning** – *Should the CCMPO budget funds for consulting services to aid in updating the Long-Range Transportation Plan?* Staff is recommending funds for consulting services to help update the Long-Range Transportation Plan by September 2025, as required to maintain federal compliance.
- **Planning** – *Should CCMPO add a Transportation Grants Specialist position?* Staff is recommending that the Transportation program create an annual effort to submit up to three federal and state grant applications per year from 2024-2026, requiring the development of a Transportation Grants Specialist to oversee the effort.
- **Planning** – *Should CCMPO add Grants Consulting Support?* As stated above, staff is recommending that the Transportation program create an annual effort to submit up to three federal and state grant applications per year from 2024-2026, requiring the availability of consultant support.
- **Fire and Code** – Please see Matter of Record A (below).

6. CLASSIFICATION AND COMPENSATION DRAFT REPORT (Informational) –  
*Presented by Becca Petitt*

**Enclosed** please find the classification and compensation draft final report from GovHR. The report includes information about the thorough process followed to evaluate and classify positions, identify comparable communities, the survey conducted, including the benchmark positions, proposed title changes, results of the benefit survey, a recommended merit plan, as well as recommendations for future administration of the plan.

The tables and appendices to the report are being compiled as implementation plans are being finalized. This analysis has taken a significant amount of time and effort to analyze the data to create an implementation plan that is fair and equitable to COG employees, as well as being fiscally responsible. While the implementation plan is not finalized, staff want to

encourage the Committee to take time to read through the draft final report to gain a better understanding of the process that was followed and to allow the Committee time to compile any questions they may have for the consultant. When the consultant gives her presentation to the Committee, she will review the report in detail, present the compensation tables and appendices, and an implementation plan will be discussed. The consultant will also make the same presentation to COG staff.

As discussed with the Committee in March, staff are working to identify an approach to an implementation plan that would be phased in by priority. The ultimate goal is to identify the most underpaid staff and create a plan to get them into the market range as quickly as possible. A second step in implementation will be to address areas where wage compression is identified. Wage compression can happen when a new employee is paid nearly the same or more than a longer-service employee in the same position. The potential cost impact of implementation of the classification and compensation results is also a 2024 budget factor that the Committee must also keep in mind as it considers the preliminary 2024 personnel requests (agenda item #5).

## 7. OTHER BUSINESS

- A. Matter of Record - The Fire and Code agencies are exploring the possibility of shared full-time positions which could support both fire and life safety inspections and fire response in the Centre Region. If the logistics are feasible, this type of position could come with efficiencies, such as consistent driver operator support to the volunteer fire company, rapid access to a code official after hours, immediate support to reduce false alarm re-occurrence and can generate cost savings when addressing the need for additional career fire department staff. At the time the agenda was prepared, this was only a conceptual idea, with the need for further internal discussion and research. If the idea develops further, the Fire and Code agencies plan to review the proposal with the Public Safety Committee and would then bring a proposal forward at a future HR Committee meeting, prior to the development of the 2024 budget.
- B. Matter of Record - The CPI-U for the 12 months ending March 31, 2023, was 5%, slightly down from January 2023. In accordance with the COG Compensation policy, the 2024 COLA will be based on the average of the 12-month changes from July 2022 through June 2023. Based on the approved measurement period the 2024 COLA is currently trending to be 5.3%. Also, per the Compensation policy, in the event the CPI exceeds 5%, General Forum approval by a majority vote of the municipalities is required. Staff will continue to monitor the CPI-U and if it continues to trend above 5%, staff will be seeking a recommendation regarding COLA from the HR Committee at its June meeting prior to the 2024 budget season.
- C. Matter of Record - The Municipal HR Workgroup has been meeting monthly to discuss recruitment and retention strategies that could potentially be adopted regionally. The COG Executive Director and Municipal Managers are being kept

apprised of the group's ideas and research. Currently questions are being developed to survey and collect feedback from COG and municipal staff.

D. Matter of Record – The following represents a list of vacancies of COG full-time and part-time, year-round positions:

- **Admin** – Finance Director – GovHR has been engaged to assist in the recruitment of the position through their virtual recruitment service. Several screening interviews have taken place and rolling interviews will be conducted as qualified candidates are identified. In the interim, Ms. Jennifer Steigelman of Government Financial Solutions is filling the role of Interim Finance Director.
- **Fire** – Assistant Chief – Position is currently vacant and will remain vacant for the foreseeable future with the creation of the Captain position.
- **Fire** – Director – Position is currently filled by Interim Director, Mr. Shawn Kauffman, funded through the Fire budget. Part-time Deputy EM Coordinator, Mr. Derek Hoover, has picked up additional hours and responsibilities under the EM budget. Deadline for applications was April 30, 2023, staff will begin working with Municipal Resources, Inc. (MRI) to screen applications, conduct screening interviews, and ultimately conduct an Assessment Center with the top candidates.
- **Parks** – Director – Position is currently filled by Interim Director, Ms. Kristy Owens. Screening interviews wrapped up on Wednesday April 26, and soon in-person interviews will be conducted with the top candidates.
- **Parks** – Caretaker I – An offer of employment was accepted and Ms. Riley Wiesinger will begin employment on Monday, May 22, 2023.
- **Planning** – Senior Land Use Planner – This is a split position for a Senior Planner for Halfmoon Township and the Regional Program. The CRPA readvertised for this position in January and have conducted rolling interviews as qualified candidates are identified. The position remains open until filled.

8. CALENDAR

A calendar with upcoming COG committee, General Forum, and municipal meetings can be found by clicking the following link: [COG and Municipal Meeting Overlay Calendar](#)

9. HELPFUL REFERENCE LINKS

Repositories of helpful COG information have been assembled for use by elected officials, COG staff, and others:

- Governance policies, procedures, and other related documents can be viewed on SharePoint by clicking [here](#) or going to <https://www.crcog.net/governance>.
- Updates on current COG Studies and Projects can be found by clicking [here](#) or going to <https://bit.ly/3vZP8Zs>.

- The Whitehall Road Regional Park project site facilitates easy access to documents, resources, and current information about the project. Staff continues to develop and update the site which can be found at <https://www.crcog.net/wrrpinfoguide>.
- COG Facilities Reference information can be found at: <https://bit.ly/3qnEbMA>. The Facilities Committee uses this information as a collection point and serves as a resource for new members of the Committee as well as others. Please contact Kathy Bisko at [kbisko@crcog.net](mailto:kbisko@crcog.net) for access.

10. ADJOURNMENT

ENCLOSURES

<u>Item #</u>	<u>Description</u>
04	March 1, 2023 Meeting Minutes
05	Budget Request - Parks Admin Staff Assistant
05	Budget Request - Parks Specialist I
05	Budget Request - Parks Seasonal Maintenance
05	Budget Request - Parks Program Coordinator
05	Budget Request - CRPA Americorps position
05	Budget Request - CCMPO Transportation Grant Specialist
06	Classification and Compensation Report



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## JOINT MEETING OF THE LAND USE AND COMMUNITY INFRASTRUCTURE COMMITTEE AND CENTRE REGIONAL PLANNING COMMISSION

Hybrid Meeting

Thursday, May 4, 2023

12:15 PM

### GENERAL MEETING INFORMATION

RSVP	To ensure an overall quorum of members, please let us know how you intend to participate: <a href="https://us02web.zoom.us/meeting/register/tZMtde2grTgvGtw5yGE7x4GCQ3P-sPepe4DL">https://us02web.zoom.us/meeting/register/tZMtde2grTgvGtw5yGE7x4GCQ3P-sPepe4DL</a>
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Remote Participants	To attend via Zoom: <a href="https://us02web.zoom.us/meeting/register/tZMtde2grTgvGtw5yGE7x4GCQ3P-sPepe4DL">https://us02web.zoom.us/meeting/register/tZMtde2grTgvGtw5yGE7x4GCQ3P-sPepe4DL</a> To attend by phone: +1 301 715 8592   Meeting ID: 870 2483 3508   Passcode: 057079
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In-Person Participants	COG Building - Forum Room 2643 Gateway Drive, State College PA 16801
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Meeting Contact: Marcella Hoffman | email: [mhoffman@crcog.net](mailto:mhoffman@crcog.net) | 814-231-3050

[Click HERE to locate the AGENDA and ATTACHMENTS](#)

*Should you desire to annotate any attachments, you must download them first*

- The chat feature for this meeting will be disabled. A recording of the meeting will be made available on the COG website upon its conclusion.
- We ask that non-voting participants that are attending remotely remain muted with their video turned off unless recognized to speak. To reduce audio interference, please remain off of speakerphone during the meeting.
- **VOTING PROCEDURES:** Members will provide their vote by voice. Clarification will be sought by the Chair if the vote is unclear. For additional information on COG Voting Procedures, please click [HERE](#).
- **PUBLIC COMMENT GUIDELINES:** Members of the public may comment on any items not already on the agenda (five minutes per person). Comments relating to specific items on the agenda should be deferred until that point in the meeting. For additional information on COG public meeting guidelines, please click [HERE](#).
- To access agendas and minutes of previously held meetings, and to learn more about the Land Use and Community Infrastructure Committee on our website, please click [HERE](#). To access agendas and minutes of previously held meetings, and to learn more about the Centre Regional Planning Commission on our website, please click [HERE](#).

# CENTRE REGION COUNCIL OF GOVERNMENTS

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## AGENDA SUMMARY

1.	CALL TO ORDER AND ROLL CALL
2.	INTRODUCTIONS
3.	PUBLIC COMMENTS
4.	NEW AGENDA ITEMS
5.	CONSENT AGENDA
5a.	NONE
6.	PRELIMINARY FINDINGS OF THE 2022 REGIONAL DEVELOPMENT CAPACITY (REDCAP) REPORT
7.	DRAFT OF THE AMENDED REGIONAL GROWTH BOUNDARY AND SEWER SERVICE AREA (RGB AND SSA) IMPLEMENTATION AGREEMENT
8.	DRAFT TEN-YEAR STAFF ASSESSMENT OF THE COMPREHENSIVE PLAN
9.	OTHER BUSINESS
10.	ADJOURNMENT

**LAND USE AND COMMUNITY INFRASTRUCTURE (LUCI) COMMITTEE  
AND CENTRE REGIONAL PLANNING COMMISSION (CRPC)  
JOINT MEETING**

Hybrid Meeting  
Thursday May 4, 2023  
12:15 PM

**Agenda**

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1. **CALL TO ORDER AND ROLL CALL**

Mr. Hameister will convene the meeting. Staff will take a roll call of LUCI Committee and CRPC members.

2. **INTRODUCTIONS**

Mr. Hameister will ask for introductions.

<b>LUCI COMMITTEE</b>	<b>CRPC</b>	<b>REPRESENTING</b>
Eric Bernier	Ray Forziat, Chair	College Township
Lisa Strickland, Vice Chair	Ellen Taricani	Ferguson Township
Ron Servello	Andrew Meehan, Vice Chair	Halfmoon Township
Denny Hameister, Chair	Chris Gamble	Harris Township
Elliot Abrams	Sharon Collins	Patton Township
Deanna Behring	Josh Portney	State College Borough
Neil Sullivan	Neil Sullivan	Penn State

3. **PUBLIC COMMENTS**

Members of the public are invited to comment on any items not already on the agenda (five minutes per person time limit please). Comments relating to specific items on the agenda should be deferred until that point in the meeting. Submitted comments will be read into the record by the Recording Secretary at the appropriate time in the meeting.

4. **NEW AGENDA ITEMS**

Members may request additional items of business be added to this meeting's agenda. If approved by a majority vote of the members, the proposed new agenda item(s) will be placed on the agenda at the discretion of the Chair.

5. **CONSENT AGENDA**

The following items listed on the Consent Agenda portion of the Committee agenda may be approved with a single motion by the Committee unless a Committee member or member of the public requests that an item is removed from the Consent Agenda for a question or further discussion.

- 4.a APPROVAL OF MINUTES – Minutes from LUCI Committee and CRPC meetings will be provided at individual meetings **next month.**

**No action required.**

6. PRELIMINARY FINDINGS OF THE 2022 REGIONAL DEVELOPMENT CAPACITY (REDCAP) REPORT – *presented by Mark Boeckel*

This item provides information on the preliminary findings of the five-year review of the REDCAP Report, which estimates the total amount of remaining residential and non-residential development potential within the RGB and SSA of the Centre Region, assesses the ability of vacant lands to accommodate forecast growth, and examines the capacity of the Region’s sewer system to support anticipated growth. The CRPA began updating the REDCAP report in the spring of 2022 and provided an update to the LUCI Committee and CRPC at their November 2022 meetings. Since that time, staff have identified the remaining vacant lands within the RGB and SSA and analyzed the development potential. The CRPA has coordinated with Penn State University to obtain remaining development capacity for portions of the University Park Campus and Innovation Park areas that utilize the UAJA for wastewater treatment. This information will be consolidated into the analysis once received.

Based on the preliminary findings of the analysis, the amount of vacant land remaining in the RGB and SSA declined by approximately 12.7% since 2017. The approximately 3,300 remaining vacant acres can support over 10,700 dwelling units and 18.5 million square feet of non-residential development. The findings also conclude that redevelopment has significantly reduced the consumption of vacant land within the RGB and SSA while municipal rezonings have helped to expand development capacity within the boundaries.

The LUCI Committee and CRPC should receive a presentation from staff on the preliminary findings of the REDCAP update. The **enclosed** presentation provides some additional information.

**This item is for information. No formal motion is required.**

7. DRAFT OF THE AMENDED REGIONAL GROWTH BOUNDARY AND SEWER SERVICE AREA (RGB AND SSA) IMPLEMENTATION AGREEMENT – *presented by Jim May*

This item provides a draft of the RGB and SSA Implementation Agreement for review and comment by the LUCI Committee. The Agreement is required to be reviewed every five years and is required to be completed prior to the end of 2023. Mr. May will summarize some of the proposed changes to the document. Staff is not proposing any substantive changes to the process to request an expansion of the RGB and SSA, or the process to review rezoning requests outside the RGB and SSA.

On its face, the RGB and SSA Implementation provides the guidance for the Centre Region municipalities to consider the merits of Development of Regional Impact applications and to provide advisory comments to municipalities that have proposed rezonings outside the RGB and SSA. The **enclosed** presentation provides additional information on some of the “big picture” reasons for the RGB and SSA Implementation Agreement and identifies specific changes to the Agreement. Two other **enclosures** include amendments to the RGB and SSA Implementation

Agreement. One is in the “track changes” format and the other includes edits without “track changes”.

**This action item requires each body to take separate action.**

The LUCI Committee should consider the following motion:

*“That the LUCI Committee recommend that the draft amended RGB and SSA Implementation Agreement be referred to the municipal governing bodies for review and comment.”*

The CRPC should consider the following motion:

*“That the CRPC recommend that the draft amended RGB and SSA Implementation Agreement be referred to the municipal governing bodies for review and comment.”*

**All municipalities should vote on this motion.**

8. TEN-YEAR STAFF ASSESSMENT OF THE COMPREHENSIVE PLAN – presented by Jim May

This item presents background information to help prepare for the upcoming update of the Centre Region Comprehensive Plan. The Centre Region Comprehensive Plan has been updated about every 10 years since the early 1960s and was last updated in 2013. The Plan serves as a statement of the Region’s vision for the future. It includes goals, objectives, and policies on a broad range of topics and provides strategic direction to guide the Region’s growth while maintaining a high quality of life.

The **enclosed** Assessment and PowerPoint include:

- A summary of the progress made on implementation of the policies of the 2013 Plan.
- An assessment of the shortcomings and success of the 2013 Plan.
- Key findings regarding how the upcoming Plan Update can be structured to be more effective and relevant to the community.

The LUCI Committee and the CRPC should provide comments and suggestions on the Assessment.

***No formal motion is required on this item.***

9. OTHER BUSINESS

- a. Matter of Record – The next meeting of the *LUCI Committee* will be held on Thursday, June 1, 2023 at 12:15 p.m. This will be a hybrid meeting and members may also attend in person. Potential agenda items include: a report back on municipal comments to date regarding changes to the RGB and SSA Implementation Agreement and a draft of a preliminary community engagement plan for the Comprehensive Plan Update. The next meeting of the CRPC is Thursday, June 1 at 7:00 p.m. This will be a hybrid meeting and members may also attend in person. Potential agenda items include: a report back on municipal comments to date regarding changes to the RGB and SSA Implementation Agreement and a draft of a preliminary community engagement plan for the Comprehensive Plan Update.
- b. Matter of Record – Enclosed is a comment letter from the CRPA to the Borough of State College regarding minor amendments to the Commercial Incentive District Mixed Use Incentive schedule.

- c. Matter of Record - Ben Dworsky, a local resident and junior at Penn State majoring in Community, Environment, and Development with a minor in Civic and Community Engagement will be starting a summer internship with the CRPA beginning on May 15, 2023. Planned projects for Ben include helping prepare the Centre Region for public electric vehicle (EV) charging infrastructure by identifying potential changes to zoning ordinances to facilitate EV infrastructure for passenger vehicles and e-bikes; reviewing best practices from other communities to potentially increase the inventory of accessory dwelling units in the Centre Region; and research best practices to preserve large-lot agricultural uses in the Region.
- d. Matter of Record - William Wyatt, a York resident and student at Penn State York majoring Business and Corporate Communications will be starting a summer internship with CRPA's Sustainability Program beginning on May 29, 2023. Planned projects for William include assisting with development of one or more aspects of a public outreach program; identifying best practices to implement a climate action and adaptation plan; working with professionals, elected officials, the public, and other stakeholders; collecting, tracking, and assessing sustainability performance indicators; and measuring results of the performance indicators.

## 10. ADJOURNMENT

### ENCLOSURES

<u>Item #</u>	<u>Description</u>
6a	REDCAP Preliminary Findings PowerPoint
7a	RGB and SSA Implementation Agreement PowerPoint
7b	Draft RGB and SSA Implementation Agreement in "track changes" format
7c	Draft RGB and SSA Implementation Agreement including edits without "track changes" format
8a	Draft Comprehensive Plan Assessment
8b	From Silos to Systems - Center Region 2040
8c	Draft Implementation Progress Report - 2013 Comprehensive Plan (saved in the LUCI Committee SharePoint folder only)
9b	CRPA comment letter to the Borough of State College

Park Forest



Park Hills

University  
Park

Circleville

State College

# 2022 REDCAP UPDATE

CENTRE REGIONAL PLANNING AGENCY



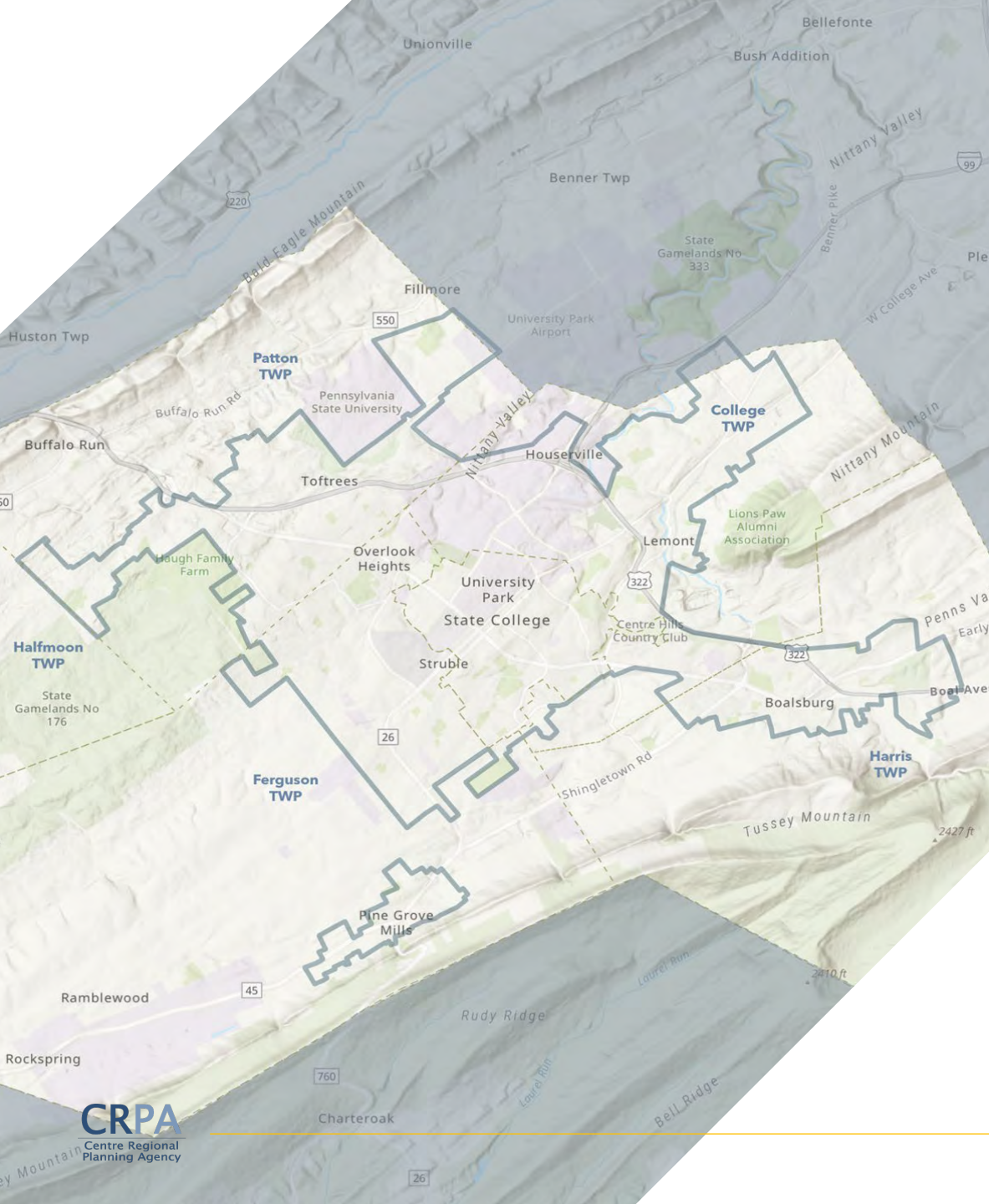
RGB  
SSA

Science  
Park

State College  
Southwest

The Yards

Stonebridge/



# BACKGROUND

## Overview

- First REDCAP Report was published in 2012, updated every five years.
- Supports Regional Growth Boundary policies within the Centre Region Comprehensive Plan
- Useful in evaluating requests to expand the Regional Growth Boundary and Sewer Service Area, along with other policy decisions related to regional growth



# PROCESS TIMELINE

## Where We Are

- Vacant parcels were identified based on 2017 data and GIS analysis
- Methodology applied to all vacant parcels, except:
  - Awaiting data from PSU for Main Campus and Innovation Park
  - PSU and Mt. Nittany Medical Center tabulated separately
- Initial results for vacant land is complete.
- Staff will begin preparing the final report once PSU data is received.



# PRELIMINARY FINDINGS\*

## Developable Land



## Residential Capacity



## Non-Residential Capacity

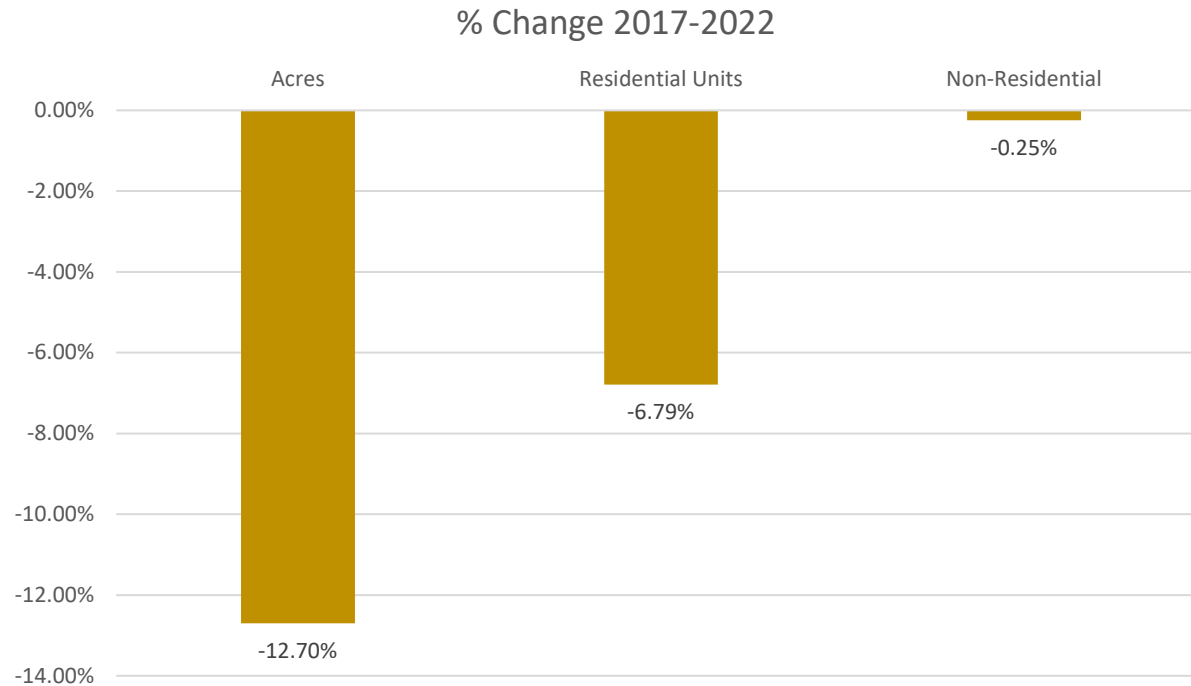


\*Does not include PSU, Innovation Park, or Mt. Nittany Medical Center.

# 2017-2022 Change

## Minimal Decline in all Categories:

- Municipal actions minimized changes to overall development potential



# RESIDENTIAL CAPACITY



# NON-RESIDENTIAL CAPACITY





# IMPACTS OF REDEVELOPMENT

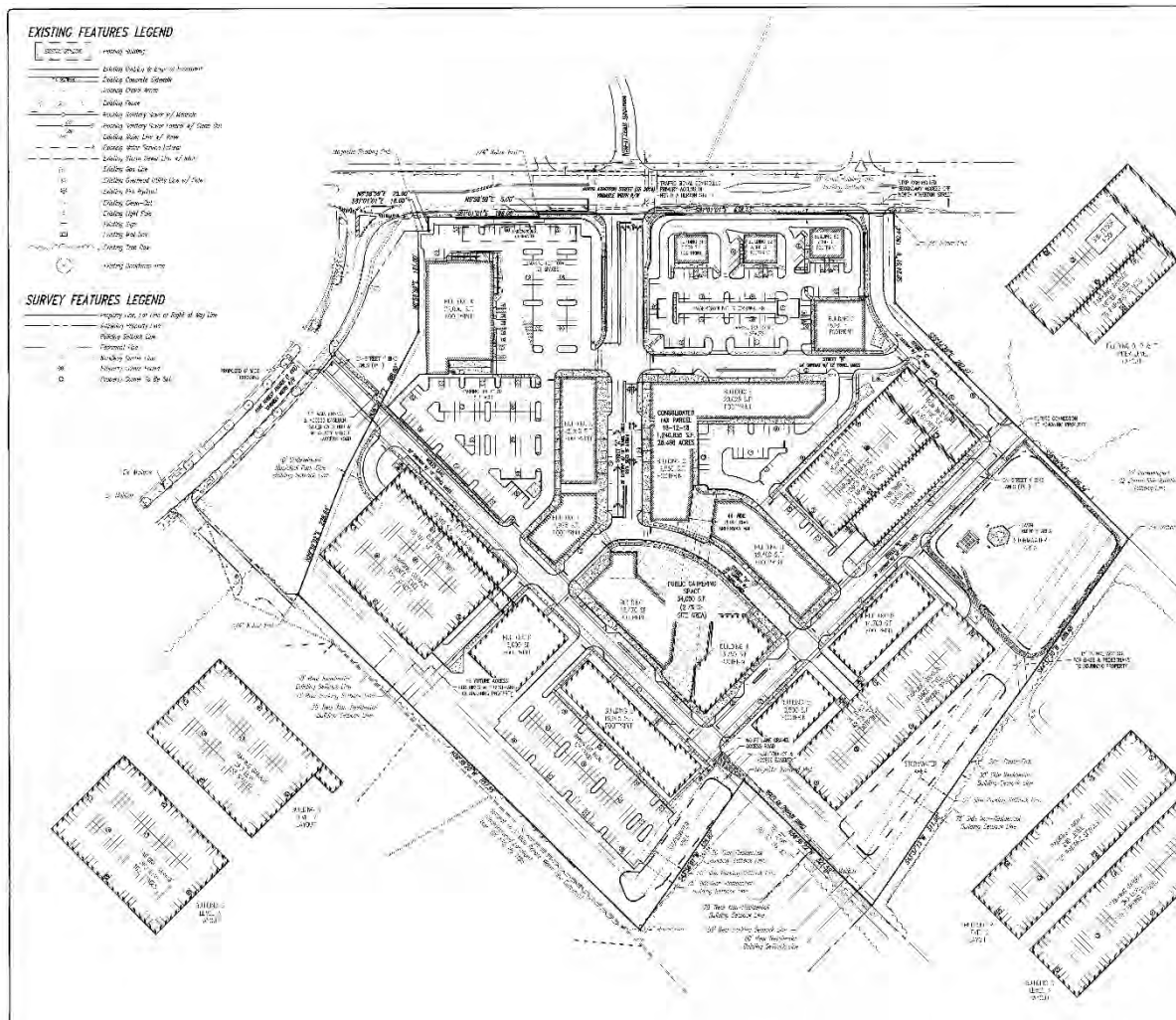
## Findings:

- Approximately 1,150 new units since 2012
- Over 390,000 square feet of non-residential area
- Would have likely consumed more than 500 acres of vacant land if developed on greenfields
- Additional redevelopment projects approved and under construction

# IMPACTS OF MUNICIPAL ACTIONS

## Rezoning:

- Harner Farm Rezoning
  - 71.4 acres
  - Rezoned from RA to R1 and C
  - 1 EDU in 2017
  - Partially developed as of 2023
- Patton Crossings
  - 27 acres
  - Rezoned from C1/R3 to C2/MXD2
  - 94.1% increase in potential/proposed units
  - 135.9% increase in potential/proposed non-res sq ft





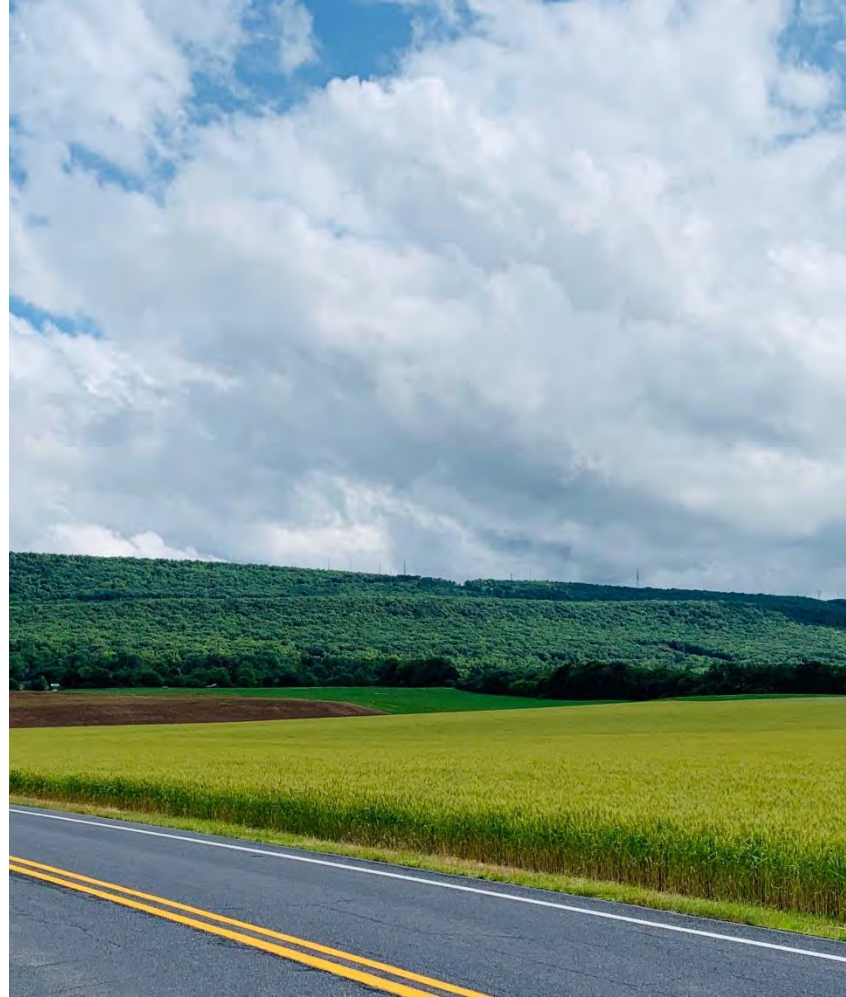
# SEWER CAPACITY

## Current vs. Potential

- Average flow of 5.31 MGD in 2022
- Up to 9.0 MGD of discharge capacity (currently 8 MGD)
- Planned/potential development flows nearly equal to remaining discharge capacity
- Impacts from future redevelopment/municipal actions are difficult to assess



# QUESTIONS OR COMMENTS?



# REGIONAL GROWTH BOUNDARY AND SEWER SERVICE AREA IMPLEMENTATION AGREEMENT

JOINT LUCI AND CRPA MEETING MAY 4, 2023

## BIG PICTURE

- Direct higher intensity development to certain areas.
- Improve the ability to preserve farmland.
- Preserve rural communities.
- Utilize existing infrastructure.
- Align growth with sewer availability and preserve capacity at UAJA.
- Protect sourcewater and other environmental resources.
- All this requires a REGIONAL agreement to implement from the six Centre Region municipalities

## WHERE ARE WE TODAY?

- Most new building permits are issued inside the RGB and SSA.
- Capacity inside the RGB and SSA is adequate to serve growth.
- Rural communities continue to preserve their rural character.
- Approved average monthly hydraulic capacity at UAJA is 10.62 MGD. Average monthly flow in 2022 was 5.31 MGD.
- Sourcewater continues to be protected from incompatible development.
- Farmland and open areas have been preserved.
- The RGB and SSA Implementation Agreement has helps municipalities implement regional goals.

## ASSESSMENT OF EXISTING AGREEMENT

- The process to expand the RGB and SSA is meant to be rigorous.
- Does not required a Development of Regional Impact inside the RGB and SSA. Makes it easier to grow where the Region wants growth.
- It can be a complicated process that is not often utilized.
- Continues to maintain a contiguous RGB and SSA boundary.
- The process requires that all six municipalities to participate in voting on requested expansions of the RGB and SSA.

## WHAT ARE THE PROPOSED CHANGES?

- No substantial changes...
- Cleaned up authority and effective date
- Moved exceptions to the front of the Agreement
- The background section was deleted and incorporated into the *RGB and SSA at a Glance* document. A link to the document will be included as reference at the end of the Agreement.
- Deleted the “Limited Review Process” and reauthorized the option for municipalities to approved minor requests to expand the RGB and SSA without going to the COG General Forum.

# THANK YOU

- Questions
- Comments
- Clarifications
- Consider a motion to refer the draft amended RGB and SSA Implementation Agreement to the municipalities for review and comment.

**CENTRE REGION  
GROWTH BOUNDARY AND SEWER SERVICE AREA  
(RGB and SSA) IMPLEMENTATION AGREEMENT**

~~This An amended and restated IMPLEMENTATION AGREEMENT establishes a regional process to consider proposals to expand the Regional Growth Boundary and Sewer Service Area (RGB and SSA) and provides the General Forum of the Centre Region Council of Governments an advisory role in the review of major rezonings and zoning text amendments outside of the existing Regional Growth Boundary and Sewer Service Area prior to municipal action. This Agreement is created by and among the is enacted by ordinance by following: College Township, Ferguson Township, Halfmoon Township, Harris Township, Patton Township, and State College Borough, all of Centre County, Pennsylvania, also referred to herein as the Centre Region "municipalities" and the Centre Region.~~

**SECTION 1: AUTHORITY AND EFFECTIVE DATE, AND PURPOSE OF ADOPTION**

~~A. 1.1 Authority -This Agreement is adopted pursuant to the authority set forth in the Intergovernmental Cooperation Act of December 19, 1966, 53 Pa.C.S.A and Article XI of the Pennsylvania Municipalities Planning Code, Act of 1968, P.L. 805, No. 247 as reenacted and amended.~~

~~B. This Agreement is authorized by, and conforms to, Article XI of the Pennsylvania Municipalities Planning Code, Act of 1968, P.L. 805, No. 247 as reenacted and amended.~~

~~C. 1.2 Effective Date This amended and restated Agreement shall be effective upon approval adoption, by ordinance by the individual Centre Region municipalities governing bodies of all of the six municipalities participating in this Agreement.~~

**1.3 Purpose -This Agreement is adopted to:**

- ~~A. Adopt an amended and restated process that the Centre Region municipalities can use to review and take action upon a Development of Regional Impact (DRI) application to expand the RGB and SSA boundary.~~
- ~~B. Adopt an amended and restated process that the Centre Region municipalities can use to review and provide advisory comments to individual municipalities on major rezonings outside the RGB and SSA when the density exceeds one Equivalent Dwelling Unit (EDU) per acre.~~

**SECTION 2: APPLICABILITY AND EXCEPTIONS**

**2.1 Applicability**

The following actions shall require a Development of Regional Impact application:

1. A request to expand the RGB and SSA
2. A request to rezone property outside the RGB and SSA to a density greater than one EDU per acre
3. ...

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## 2.2 Exceptions

1. The Department of Environmental Protection (DEP) declares in writing that there is a threat to public health and there is no other alternative to protect public health other than to connect to public sewer. In these instances, the provision of public sewer outside the RGB and SSA is allowed only to serve the existing number of EDUs at time of failure. Any additional capacity would require a future Development of Regional Impact application.
2. Rezoning of parcels to accommodate a use that would not require public sewer.
3. Rezoning to a residential use that does not exceed one dwelling per acre (need to discuss community on-lot septic systems)?

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## SECTION #3. DEFINITIONS

The following words or terms used in this Agreement will have the following meanings:

Regional Growth Boundary - The Regional Growth Boundary is the boundary within which a higher density and intensity of development exists to efficiently and economically support urban services including public sewer, public water, public transportation, fire, police, and schools. The RGB is consistent with as noted in the Centre Region Comprehensive Plan.

Sewer Service Area - The Sewer Service Area is the location where public sewer service is provided or planned as identified in the Centre Region Act 537 Sewage Facilities Plan. The Sewer Service Area is delineated in the latest approved Centre Region Act 537 Sewage Facilities Plan.

Alternative Public Wastewater Treatment - Alternative public wastewater treatment is any process designed to produce an effluent of higher quality than normally achieved through primary and secondary treatment processes and does not utilize soils as the primary method for remediation (membrane bioreactor, for example).

Density - In terms of land use, density is defined as the number of dwelling units or equivalent nonresidential square footage per acre of land. For the purpose of this Agreement density is defined in terms of the number of EDUs as established in the UAJA Rate Resolution.

Developments of Regional Impact - Any land development that, because of its character, magnitude, or location will have substantial impact upon the health, safety, or welfare of citizens in more than one Centre Region municipality. The Region will assess the impact on public services including, but not limited to, public sewer, public water, public transportation, fire, police, and schools in determining what qualifies as a Development of Regional Impact.

Equivalent Dwelling Unit (EDU) - A unit of measurement that estimates an average use of wastewater facilities. Roughly the average amount of wastewater generated by atypical family in one day.

Major rezoning: A major rezoning is a rezoning outside the RGB and SSA that increases density by more than one EDU per acre.

SECTION III: BACKGROUND The Background section will be deleted and updated, expanded, and moved to an Appendix that can be amended without opening up this agreement. Now included in the "Regional

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### Growth Boundary and Sewer Service Area at a Glance” document.

The Centre Region municipalities rely on two fundamental planning tools to guide decisions related to future growth and development in the community. These documents are the Centre Region Comprehensive Plan, and the Centre Region Act 537 Sewage Facilities Plan. The Centre Region Comprehensive Plan, updated by the municipalities in 2000, established a Regional Growth Boundary within which most future growth is anticipated to occur. The Regional Growth Boundary was reaffirmed with an update to the Centre Region Comprehensive Plan in 2013. The Sewer Service Area, which was established in the 1990 Centre Region Act 537 Sewage Facilities Plan and approved by the Pennsylvania Department of Environmental Protection as the Official Sewage Facilities Plan for the Centre Region, was updated in 2006. During the 2006 update to the Centre Region Act 537 Sewage Facilities Plan, the Sewer Service Area was aligned to approximate the Regional Growth Boundary.

Another component of the update was an evaluation of the existing Sewer Service Area and the potential need for expansion to accommodate forecasted future growth. Because the Centre Region municipalities share wastewater treatment capacity at the University Area Joint Authority's Spring Creek Pollution Control Facility, as identified in the Centre Region Act 537 Sewage Facilities Plan, any decision to expand the public sewer service area must be endorsed by all six governing bodies.

During the summer of 2005, owners of 26 properties requested inclusion in the Regional Growth Boundary and Sewer Service Area, of which, only five were unanimously supported and therefore included in the Regional Growth Boundary and Sewer Service Area. This level of scrutiny demonstrated the commitment of the municipalities to a regional growth management program and support for well planned growth.

Based on the comments and discussion that occurred relative to the 26 properties, it was determined that a new strategy for considering future expansion requests should be implemented. The new process would be more systematic, whereby the municipalities would be able to evaluate requests for expansion on their merits, including their impact on existing infrastructure and ability to accommodate future growth, contribute to the quality of life, and provide economic development opportunities.

The six Centre Region municipalities initially adopted this Agreement by individual ordinance. Since its adoption in December 2006/January 2007, there have been four requests to expand the Regional Growth Boundary and Sewer Service Area. Three of the requests were unanimously approved by a unit vote of the six municipalities. The fourth request, which was denied by a 5-1 unit vote, was appealed to the County Court of Common Pleas on the grounds that the decision was "arbitrary and capricious." The issue was settled out of court, resulting in public sewer service being extended to the subject property with conditions. Based on the discussion and issues that were raised during this request to expand the Regional Growth Boundary and Sewer Service Area, the COG General Forum requested that changes or amendments be made to this Agreement.

### SECTION IV: PURPOSE— Purpose has been included at the beginning of the Agreement. Some text will be updated and included in the Background section in an Appendix that can be amended without opening up this agreement

The purpose of this Implementation Agreement is to establish a process for considering future requests to expand the Regional Growth Boundary and Sewer Service Area. In addition, this Agreement will outline

a process for reviewing major rezonings and zoning text amendments outside of the existing Regional Growth Boundary and Sewer Service Area. The 2006 Centre Region Act 537 Sewage Facilities Plan documents that major rezonings within the Regional Growth Boundary and Sewer Service Area can have a significant impact on the Centre Region's wastewater collection and treatment system. The Centre Region Comprehensive Plan, however, recommends focusing the majority of growth within the Regional Growth Boundary and Sewer Service Area. This guiding principle of the Centre Region Comprehensive Plan should continue to be followed as a primary growth management tool; therefore, zoning text or map changes for properties within the Regional Growth Boundary and Sewer Service Area will not be subject to this Agreement.

This Implementation Agreement encourages discussion among the Centre Region elected officials early in the planning process. Rather than deferring discussion of these issues to periodic updates of the Centre Region Act 537 Sewage Facilities Plan, this proposed process provides for regional discussion before local decisions are made on regionally significant land use issues. These discussions provide an important opportunity to eliminate misunderstandings among municipalities and to air concerns regarding a municipal proposal to expand the Regional Growth Boundary and Sewer Service Area or complete a major rezoning or zoning text amendment outside of the Regional Growth Boundary and Sewer Service Area. The process creates a mechanism for the exchange of ideas/solutions to eliminate or mitigate these concerns.

#### SECTION 4: THE PROCESS – GENERAL FORUM ACTION REQUIRED

The six Centre Region municipalities that are signatory to the Centre Region Comprehensive Plan and Act 537 Sewage Facilities Plan agree to the following process for considering requests to expand the Regional Growth Boundary and Sewer Service Area or to rezone or complete zoning text amendments outside of the Regional Growth Boundary and Sewer Service Area that permit development density greater than one equivalent dwelling unit per acre.

1. The following proposals are hereby presumed to be Developments of Regional Impact:
  - a. Any request to expand the Regional Growth Boundary and Sewer Service Area or to extend public sewer infrastructure to areas outside of the existing Sewer Service Area.
  - b. Any proposal to rezone or complete zoning text amendments for properties outside of the Regional Growth Boundary and Sewer Service Area that will permit development density greater than one equivalent dwelling unit per acre.
2. Due to the impact that Developments of Regional Impact can have on the community's wastewater collection, conveyance, and treatment system and overall infrastructure network, the municipalities agree that these proposals warrant increased regional discussion and deliberation. As a result, applicants shall complete the following review process prior to a request to expand the Regional Growth Boundary and Sewer Service Area being granted by the General Forum:
  - a. All ~~requests- applications for a Development of Regional Impact~~ to expand the Regional Growth Boundary and Sewer Service Area, ~~including the Development of Regional Impact application~~, shall first be reviewed by the host municipality to determine if they have merit and warrant discussion at the regional level. To ensure that adequate information is provided for the host municipality to consider the proposal, the signatories to this Agreement agree to adopt a regionally consistent

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application to request expansions of the Regional Growth Boundary and Sewer Service area, including applications for Developments of Regional Impact. This standardized application ~~will, at a minimum,~~ requires that the applicant to submit the following information to the host municipality for review:

i. The applicant must address the following questions in the application to expand the Regional Growth Boundary and Sewer Service Area:

1. Are there locations inside the Regional Growth Boundary that could support the proposed development? If not, explain why.
2. Does the University Area Joint Authority have capacity to serve existing development inside the Regional Growth Boundary and the proposed expansion? Please provide a letter from the University Area Joint Authority documenting capacity.
3. Have on-lot septic systems or other methods to provide sewer service to the property been explored? Why are these not viable methods to dispose of waste?
4. Are there any potential adverse public impacts of the proposed expansion and how will they be mitigated, based upon the items in Section V, Subsections ii. through vi?
5. Is the expansion contiguous with the existing Regional Growth Boundary?
6. Do changes in local or regional population or land use forecasts warrant an expansion? Explain how these changes necessitate the expansion.
7. Are there adjustments or changes in the specific location or direction of growth and development that warrant an expansion? Explain how these changes necessitate the expansion.
8. Are there changes resulting from goals, objectives, and policies in the Comprehensive Plan or local planning issues that warrant an expansion? Explain how these changes necessitate the expansion.

ii. Effect of the Development of Regional Impact on:

1. Existing sewer collection, conveyance, and treatment system
2. Public water infrastructure
3. Transportation network (including bicycle and pedestrian facilities)
4. Public transportation system
5. Emergency services (for example, fire, police, and ambulance service)
6. Environmental features (such as soils, wetlands, streams, the aquifer, sinkholes, or similar environmental concerns)
7. School facilities
8. Adjacent land uses

iii. In addition to the above noted information, the host municipality, at its discretion may also require information relative to fiscal impacts or specific details on transportation impacts, environmental impacts, or similar studies.

iv. Economic analysis of the impact of the proposal on other areas of the community

v. Quality of life issues and the value the proposal would add to the community

vi. The consistency of the proposal with the Centre Region Comprehensive Plan

- b. The Development of Regional Impact application will be forwarded to the Centre Regional Planning Agency to be reviewed for completeness based on the items listed above. The Centre Regional Planning Agency will have 20 business days to review the Development of Regional Impact application and forward comments back to the applicant outlining the information that needs to be revised or added to ensure a complete application, if necessary. The applicant will make any necessary changes and resubmit the application to the Centre Regional Planning Agency for its review and recommendation, including specific reasons and findings of fact. The Centre Regional Planning Agency will have 15 business days to review the completed application and develop its recommendation to be forwarded to the host municipality with the completed Development of Regional Impact application.
- c. The host municipality shall not review the request to expand the Regional Growth Boundary and Sewer Service Area and Development of Regional Impact application unless the information required has been reviewed by the Centre Regional Planning Agency for completeness. Following a review of this information, the host municipality will determine if the proposal has merit and warrants regional discussion. If the host municipality determines that the proposal warrants regional discussion, the Development of Regional Impact application shall be forwarded for regional discussion before final action to forward the proposal is taken by the host municipality. The host municipality shall include specific findings of fact used to establish its support of the request to expand the Regional Growth Boundary and Sewer Service Area based upon the Development of Regional Impact application.
- i. If the request to expand the Regional Growth Boundary and Sewer Service Area is initiated by a municipality, the municipality shall be responsible for preparing the information outlined in section 2.a.
- ii. If the host municipality forwards the request to expand the Regional Growth Boundary and Sewer Service Area for regional review, the process shall begin with the Centre Regional Planning Commission. Upon receipt of a completed application for a request to expand the Regional Growth Boundary and Sewer Service Area, including a completed Development of Regional Impact application from the host municipality (including findings, in support of the application), the Centre Regional Planning Commission shall review the proposal and provide a recommendation to the General Forum of the Centre Region Council of Governments within 60 days of receipt of the completed application.
- iii. Requests to expand the Regional Growth Boundary and Sewer Service Area and completed Development of Regional Impact applications shall be reviewed by the Centre Regional Planning Commission, beginning at the first available meeting that coincides with the regular agenda mailing following receipt from the host municipality.
- iv. The Centre Regional Planning Commission recommendation on the request to expand the Regional Growth Boundary and Sewer Service Area and Development of Regional Impact application, along with the completed application (including findings from the host municipality and Centre Regional Planning Agency), shall be provided to the COG General Forum for review.

The COG General Forum shall conduct two meetings to review the request to expand the Regional Growth Boundary and Sewer Service Area. At the first COG General Forum meeting, a member of the host municipality's governing body shall be designated to present information on the application and indicate why the host municipality supports the proposal. If deemed appropriate by the COG General Forum, the applicant may be asked to provide information on the application. The goals of this presentation are as follows:

1. To encourage communication among the Region's elected officials on Developments of Regional Impact early in the review process.
2. To solicit comments and suggestions from the General Forum that may result in the identification of solutions to planning issues which can be addressed by the host municipality.
3. To determine the level of support from the other Centre Region municipalities for the proposal.

d. Following the presentation by the host municipality (and the applicant if appropriate), a representative of the Centre Regional Planning Commission will present its recommendation and provide any applicable information related to the discussion that occurred. Municipalities may consider conducting individual governing body meetings between the first and second COG General Forum meeting to study the request in more detail and form a municipal position regarding the request prior to the second COG General Forum meeting.

e. At the second meeting, the General Forum will discuss the results of the first COG General Forum meeting and any municipal governing body meetings and may hold an informal straw vote to determine each municipality's position on the request. If the discussion indicates that there are not at least five votes in support of an expansion to the Regional Growth Boundary and Sewer Service Area, then the municipalities indicating dissent will be asked to provide an explanation of their position. Following this discussion, the General Forum will determine whether to proceed to:

- i. Refer the proposal to an ad hoc committee or COG standing committee for further discussion;
- ii. Request the applicant or the host municipality to provide additional information to the General Forum. Such additional information may include special studies such as detailed land use, fiscal, transportation or environmental impact analyses; or
- iii. Vote on the request.

The General Forum shall only approve a request to expand the Regional Growth Boundary and Sewer Service Area by an affirmative unit vote of at least five municipalities, upon finding that the request has satisfied the criteria in Section V.2.a of this Agreement.

f. At the conclusion of the General Forum discussion and following any additional steps and discussion as noted in the preceding step, a unit vote will be held.

i. Requests to expand the Regional Growth Boundary and Sewer Service Area require a minimum of five affirmative unit votes of the municipalities, including the host municipality, for approval. The unit vote will allow each municipality to provide the host municipality an indication of its support for the proposal to expand the Regional Growth Boundary and Sewer Service Area.

Upon approval to expand the Regional Growth Boundary and Sewer Service Area, the COG General Forum will adopt a resolution approving the expansion as a revision to the Centre Region Act 537 and Comprehensive Plans, and the host municipality may proceed to submit the proposal and required planning module to the Pennsylvania Department of Environmental Protection for approval.

By signing this Agreement, each Centre Region municipality agrees not to rezone or complete zoning text amendments for properties outside of the Regional Growth Boundary and Sewer Service Area that will permit development density greater than one equivalent dwelling unit per acre until completing the process as described in Section V of this Agreement.

ii. If a request to expand the Regional Growth Boundary and Sewer Service Area does not receive a minimum of five affirmative votes, said request may be resubmitted for reconsideration after the General Forum concerns are addressed.

iii. Rezoning or rezoning text amendments outside of the Regional Growth Boundary and Sewer Service Area that would result in development density of less than one equivalent dwelling unit per acre do not require General Forum action. The COG General Forum would be informed of the change; however, no action or discussion would be required by the COG General Forum. Rezoning or rezoning text amendments outside of the Regional Growth Boundary and Sewer Service Area that would result in a development density of greater than one dwelling unit per acre require General Forum action, unless otherwise permitted in Section VI "The Process - General Forum Action Not Required" to expand the Regional Growth Boundary and Sewer Service Area. Regardless, the authority for zoning decisions will remain with the host municipality.

### ~~3. Developments of Regional Impact – Limited Review Process~~

~~Any applicant may submit a request for a Development of Regional Impact – Limited Review Process for an expansion of the Regional Growth Boundary and Sewer Service Area wherein the proposed project literally qualifies as a Development of Regional Impact, but wherein the location, character, and magnitude of the development prevent it from qualifying as a Development of Regional Impact as defined in Section II of this Agreement. If requested by the applicant, the Centre Regional Planning Agency and the host municipality shall jointly determine if the request is, or is not, eligible for the Limited Review Process. The Centre Regional Planning Agency shall forward a letter with the results to the applicant and to all of the Centre Region municipalities within five working days of the determination. The burden, however, shall be on the applicant to show that the project has limited impacts. Projects granted a review under the Development of Regional Impact – Limited Review Process are subject to meeting all other conditions for requests to expand the Regional Growth Boundary and Sewer Service Area, including COG General Forum approval, as may be required in Section V or VI of this Agreement.~~

### **SECTION ~~V~~5: THE PROCESS - GENERAL FORUM ACTION NOT REQUIRED**

The six Centre Region municipalities that are signatory to the Centre Region Comprehensive Plan and Act 537 Sewage Facilities Plan agree to the following:

1. Each municipality that has land outside of the Regional Growth Boundary and Sewer Service Area is authorized to expand the Regional Growth Boundary and Sewer Service Area by a maximum of 50 Equivalent Dwelling Units, not to exceed 12 acres, for a period of five years from the

execution of this [amended](#) Agreement. Individual non-residential projects are limited to a maximum square footage that would be expected to generate fewer than 100 vehicle trips during the peak hour, or fewer than 750 vehicle trips in an average day.

2. The governing body of the host municipality will consider comments from the Centre Regional Planning Agency and the Centre Regional Planning Commission in the municipal review process.

3. Requests to expand the Regional Growth Boundary and Sewer Service Area under this Section of the Ordinance must achieve a minimum development density greater than one equivalent dwelling unit per acre.

4. Requests to expand the Regional Growth Boundary and Sewer Service Area under this Section of the Ordinance shall be evaluated in the same manner as requests under Section V "The Process - General Forum Action Required," with the exception that they will not require COG General Forum approval.

5. The request to expand the Regional Growth Boundary and Sewer Service Area must be contiguous to the existing Regional Growth Boundary and Sewer Service Area. This provision does not preclude exceptions to expand the Sewer Service Area as may otherwise be authorized under Section VIII "Exceptions".

6. This Section of the Ordinance will expire five years from the final date of adoption and will require a unit vote in the affirmative of at least five municipalities to be reauthorized.

The CRPA shall annually provide the General Forum with a summary of all requests to expand the Regional Growth Boundary and Sewer Service Area, including an accounting of the number of EDUs approved in each municipality and a map depicting the location of any changes to the Regional Growth Boundary and Sewer Service Area in the preceding year.

#### **SECTION VIII: PROJECT SPECIFIC DEVELOPMENT AGREEMENTS**

A host municipality is required to enter into a project specific development agreement with a property owner or developer that is requesting an expansion to the Regional Growth Boundary and Sewer Service Area. A project specific development agreement is used to ensure the land development occurs as proposed and is required to be included as a condition of the Resolution authorizing the request to expand the Regional Growth Boundary and Sewer Service Area. It is solely the responsibility of an individual municipality to ensure a development agreement is being executed properly and to approve or deny changes to that agreement. The Centre Region does not have a role in the enforcement or verification of a municipally enacted development agreement.

Amendments [to the development agreement](#) that are de minimus changes or technical corrections, as determined by participants, may be approved administratively by the host municipality. Such changes may be authorized at the discretion of the governing body of the host municipality or its designee and do not require any action by the COG General Forum. The host municipality shall forward any de minimus changes or technical corrections to the COG Executive Director within five days of approval by the host municipality for inclusion as an informational item at the next available COG General Forum meeting.



Major amendments and rescissions must be ratified by all participants to the original development agreement. Such changes may be authorized at the discretion of the governing body of the host municipality or its designee and do not require any action by the COG General Forum, with the exception that the host municipality will notify the General Forum of any major changes. In the case of rescission of a development agreement, or if the governing body of the host municipality determines a major amendment is not consistent with the intent of the expansion as approved by the COG General Forum, a new request to expand the Regional Growth Boundary and Sewer Service Area must be filed and approved by the General Forum as required in this Agreement.

The municipalities agree that development agreements will be used to specify that the property owner or developer of the project for which the Regional Growth Boundary and Sewer Service Area application was approved shall obtain a building permit within five years of COG General Forum approval of the resolution expanding the Regional Growth Boundary and Sewer Service Area. If the property owner or developer of the project has not obtained a building permit within the five-year period, the host municipality shall take action to rescind the development agreement and the Regional Growth Boundary and Sewer Service Area shall be restored to their location prior to the request.

#### **SECTION VIII: EXCEPTIONS**

~~It is the intent of this Agreement to maintain consistency between the Regional Growth Boundary and the Sewer Service Area in order to effectively and efficiently implement the Centre Region's growth management principles and practices. In some cases, however, it may be necessary to provide public sewer service without extending other public services (such as refuse, brush collection, and transit) to address a specific issue related to health, safety, or public welfare. If a failure has occurred, no on lot sewage disposal option is available, AND the Pennsylvania Department of Environmental Protection identifies public sewer as the only alternative for providing sewage disposal, the Sewer Service Area may be extended independent of the Regional Growth Boundary. In these situations, the Centre Region Act 537 Sewage Facilities Plan would be amended to indicate the specific situation and any requirements imposed on the property for the provision of public sewer service.~~

~~Similarly, public sewer service exists in some areas outside of the existing Regional Growth Boundary and Sewer Service Area. These areas would continue to be served by public sewer; however, the Signatories to this Agreement would also agree to amend the Centre Region Act 537 Sewage Facilities Plan to include these areas in the Sewer Service Area but not extend the Regional Growth Boundary, as these areas may not be suited or adequately zoned for increased development activity. The Centre Region Act 537 Sewage Facilities Plan would be amended to include these areas in the Sewer Service Area, and specific information would be included to indicate the nature and reason for including these properties in the Sewer Service Area only. The Regional Growth Boundary and Sewer Service Area shall remain consistent in all other situations.~~

#### **SECTION IX: FUTURE DEVELOPMENTS OUTSIDE OF THE REGIONAL GROWTH BOUNDARY AND SEWER SERVICE AREA**

The Centre Region municipalities agree that developments outside of the Regional Growth Boundary and Sewer Service Area served by on-lot sewage disposal systems should be managed under the existing CRCA Sewage Management Program. ~~are a regional concern.~~ The proper operation and maintenance of on-lot systems will ensure the health of these systems, prevent the need for costly public sewer line extensions, and discourage the need for the outward expansion of the

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Regional Growth Boundary and Sewer Service Area. In addition, the Chesapeake Bay Tributary Strategy further emphasizes the need for ensuring the proper operation and maintenance of on-lot sewage disposal systems.

The Centre Region municipalities agree to the following measures for future developments located outside of the Regional Growth Boundary and Sewer Service Area:

1. Sewage management programs will be required for all future developments that propose less than 15 ~~EDUs dwelling units~~ outside of the Regional Growth Boundary and Sewer Service Area.
2. Developments located outside of the Regional Growth Boundary and Sewer Service Area that propose a cumulative total of 15 or more ~~Equivalent Dwelling Units EDUs~~, and where any individual lot is less than two acres, shall utilize a community on-lot sewage disposal system (as defined by the Pennsylvania Department of Environmental Protection) designed and maintained according to the standards of the University Area Joint Authority. The University Area Joint Authority, however, will not be required to perform day-to-day operations on such facilities. For phased developments, this requirement will apply to developments that reach a cumulative total of 15 ~~Equivalent Dwelling Units EDUs~~.
3. Alternative public wastewater treatment systems (with the exception of UAJA) as defined herein, are prohibited for the term of this Agreement in the Centre Region. The Centre Region Act 537 Sewage Facilities Plan identifies on-lot sewage disposal systems as the only method for wastewater treatment outside of the Regional Growth Boundary and Sewer Service Area. If public sewer service is requested, the University Area Joint Authority has been identified as the provider for public sewer services in the Centre Region.

On-lot developments located outside of the Regional Growth Boundary and Sewer Service Area will not be reviewed by the Centre Regional Planning Commission or COG General Forum. However, by enacting this Agreement, the Municipalities agree to incorporate the requirements described above into their municipal sewage management ordinances.

#### **SECTION ~~X8~~: REQUIRED REVIEW AND AMENDMENT PROCESS**

##### 1. Required Review

~~By signing this Agreement, t~~The municipalities agree to review and evaluate the effectiveness of the provisions contained herein within five years from the effective date and to amend this Agreement more frequently, if necessary, ~~if recommended by the COG Land Use and Community Infrastructure Committee and approved by a unit vote of the COG General Forum. and as determined by the municipalities.~~

~~The municipalities agree to amend any municipal ordinances to conform to this Agreement within the timeframe established by the Pennsylvania Municipalities Planning Code (MPC).~~

##### 2. Amendment Process

###### a. *Determination of minor and major amendments:*

All requests for amendments to the Regional Growth Boundary and Sewer Service Area Implementation Agreement shall be submitted through a Centre Region municipality or the Centre Regional Planning

Commission, including those requests originated by an individual or entity seeking an amendment. The municipality or Centre Regional Planning Commission will forward the request to the COG Executive Director, who will schedule the item on the next available COG Public Services and Environmental Land Use and Community Infrastructure Committee agenda.

The COG Public Services and Environmental Land Use and Community Infrastructure Committee, by a majority vote of members present, will determine if an amendment is major or minor. If the COG Public Services and Environmental Land Use and Community Infrastructure Committee cannot agree on a designation, the COG Public Services and Environmental Land Use and Community Infrastructure Committee must forward the proposed amendment to the next available COG Executive Committee meeting for consideration on a COG General Forum agenda. The COG General Forum will then determine if the amendment is major or minor by majority vote of the individual members present.

*b. Major amendments:*

After designating the request as a major amendment, the COG Public Services and Environmental Land Use and Community Infrastructure Committee (or COG General Forum if necessary) shall refer the major amendment to the COG Executive Director for Centre Regional Planning Agency review and Centre Regional Planning Commission recommendation, and to the Centre Region municipalities for their information. The Centre Regional Planning Agency will present a recommendation for consideration at a future COG Public Services and Environmental Land Use and Community Infrastructure Committee meeting. The COG Public Services and Environmental Land Use and Community Infrastructure Committee shall

recommend approval, denial, or continuance on the amendment by a majority vote of the members present, no more than 90 days from receipt of the major amendment. The COG Public Services and Environmental Land Use and Community Infrastructure Committee recommendation will be forwarded to the COG Executive Committee for consideration on a General Forum agenda. The COG General Forum shall take action to modify, approve, deny, or continue the amendment by an affirmative unanimous unit vote of the municipalities. The COG Executive Director shall forward the amendment and the results of such action to all of the Centre Region municipalities, the Centre Regional Planning Agency, the Centre Regional Planning Commission, and requesting entities, no more than five working days after such action.

*c. Minor amendments:*

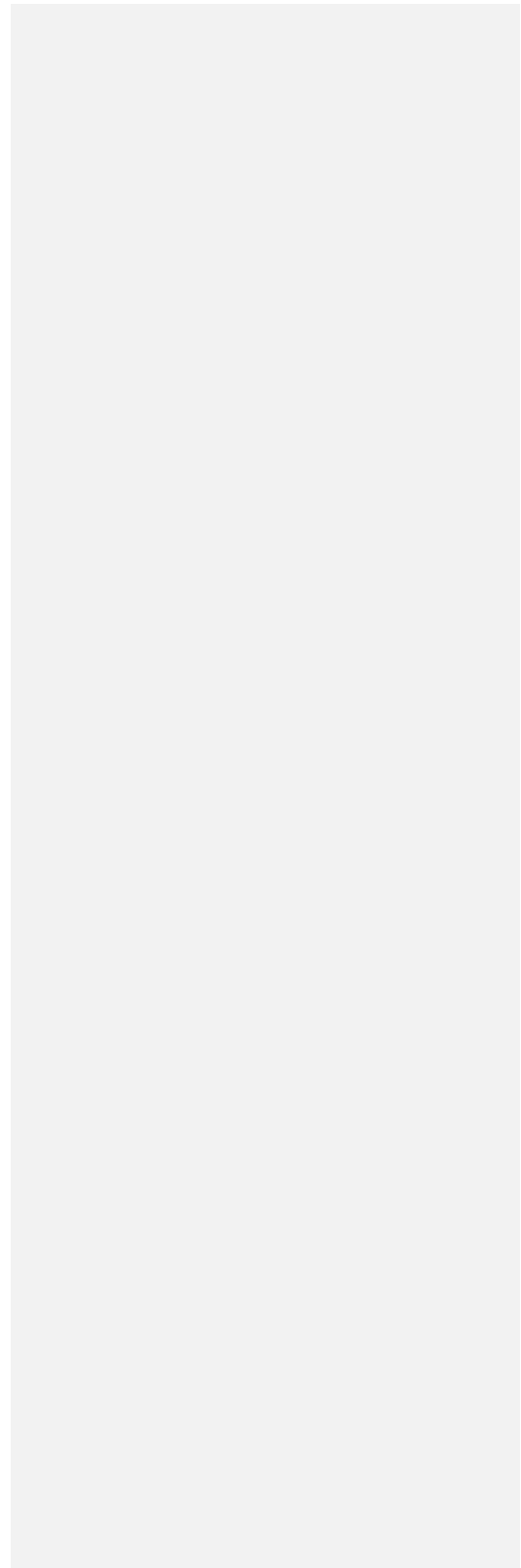
After designating the request as a minor amendment, the COG Public Services and Environmental Land Use and Community Infrastructure Committee (or COG General Forum as necessary) shall refer the minor amendment to the COG Executive Director for Centre Regional Planning Agency review. The Centre Regional Planning Agency will present a recommendation for consideration at the next scheduled COG Public Services and Environmental Land Use and Community Infrastructure Committee meeting. The COG Public Services and Environmental Land Use and Community Infrastructure Committee shall review the request and take action to modify, approve, deny, or continue the amendment by a majority vote of the members present, no more than 90 days from receipt of the minor amendment. The COG Executive Director shall forward the amendment and the results of such action to all ~~of~~ the Centre Region municipalities, the Centre Regional Planning Agency, the Centre Regional Planning Commission, and requesting entities, no more than five working days after such action.

**SECTION ~~19~~: TERM AND EFFECTIVE DATE**

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The effective date of this Agreement shall be upon enactment by ordinance of this Agreement by the six Centre Region municipalities:

DRAFT



**CENTRE REGION  
GROWTH BOUNDARY AND SEWER SERVICE AREA  
(RGB and SSA) IMPLEMENTATION AGREEMENT**

An amended and restated IMPLEMENTATION AGREEMENT is enacted by ordinance by College Township, Ferguson Township, Halfmoon Township, Harris Township, Patton Township, and State College Borough, all of Centre County, Pennsylvania, also referred to herein as the Centre Region municipalities.

**SECTION 1: AUTHORITY, EFFECTIVE DATE, AND PURPOSE**

- 1.1 Authority - This Agreement is adopted pursuant to the authority set forth in the Intergovernmental Cooperation Act of December 19, 1966, 53 Pa.C.S.A and Article XI of the Pennsylvania Municipalities Planning Code, Act of 1968, P.L. 805, No. 247 as reenacted and amended.
- 1.2 Effective Date - This amended and restated Agreement shall be effective upon adoption, by ordinance by the individual Centre Region municipalities.
- 1.3 Purpose -This Agreement is adopted to:
  - A. Adopt an amended and restated process that the Centre Region municipalities can use to review and take action upon a Development of Regional Impact (DRI) application to expand the RGB and SSA boundary.
  - B. Adopt an amended and restated process that the Centre Region municipalities can use to review and provide advisory comments to individual municipalities on major rezonings outside the RGB and SSA when the density exceeds one Equivalent Dwelling Unit (EDU) per acre.

**SECTION 2: APPLICABILITY AND EXCEPTIONS**

2.1 Applicability

The following actions shall require a Development of Regional Impact application:

1. A request to expand the RGB and SSA
2. A request to rezone property outside the RGB and SSA to a density greater than one EDU per acre

2.2 Exceptions

1. The Department of Environmental Protection (DEP) declares in writing that there is a threat to public health and there is no other alternative to protect public health other than to connect to public sewer. In these instances, the provision of public sewer outside the RGB and SSA is allowed only to serve the existing number of EDUs at time of failure. Any additional capacity would require a future Development of Regional Impact application.

2. Rezoning of parcels to accommodate a use that would not require public sewer.
3. Rezoning to a residential use that does not exceed one dwelling per acre (need to discuss community on-lot septic systems)?

### SECTION 3. DEFINITIONS

The following words or terms used in this Agreement will have the following meanings:

Regional Growth Boundary - The Regional Growth Boundary is the boundary within which higher density and intensity of development exists to efficiently and economically support urban services including public sewer, public water, public transportation, fire, police, and schools. The RGB is consistent with the Centre Region Comprehensive Plan.

Sewer Service Area - The Sewer Service Area is the location where public sewer service is provided or planned as identified in the Centre Region Act 537 Sewage Facilities Plan. The Sewer Service Area is delineated in the latest approved Centre Region Act 537 Sewage Facilities Plan.

Alternative Public Wastewater Treatment - Alternative public wastewater treatment is any process designed to produce an effluent of higher quality than normally achieved through primary and secondary treatment processes and does not utilize soils as the primary method for remediation (membrane bioreactor, for example).

Density - For the purpose of this Agreement density is defined in terms of the number of EDUs as established in the UAJA Rate Resolution.

Developments of Regional Impact - Any land development that, because of its character, magnitude, or location will have substantial impact upon the health, safety, or welfare of citizens in more than one Centre Region municipality. The Region will assess the impact on public services including, but not limited to, public sewer, public water, public transportation, fire, police, and schools in determining what qualifies as a Development of Regional Impact.

Equivalent Dwelling Unit (EDU) - A unit of measurement that estimates an average use of wastewater facilities. Roughly the average amount of wastewater generated by atypical family in one day.

Major rezoning: A major rezoning is a rezoning outside the RGB and SSA that increases density by more than one EDU per acre.

### SECTION 4: THE PROCESS – GENERAL FORUM ACTION REQUIRED

The six Centre Region municipalities that are signatory to the Centre Region Comprehensive Plan and Act 537 Sewage Facilities Plan agree to the following process for considering requests to expand the Regional Growth Boundary and Sewer Service Area or to rezone or complete zoning text amendments outside of the Regional Growth Boundary and Sewer Service Area that permit development density greater than one equivalent dwelling unit per acre.

1. The following proposals are hereby presumed to be Developments of Regional Impact:

- a. Any request to expand the Regional Growth Boundary and Sewer Service Area or to extend public sewer infrastructure to areas outside of the existing Sewer Service Area.
  - b. Any proposal to rezone or complete zoning text amendments for properties outside of the Regional Growth Boundary and Sewer Service Area that will permit development density greater than one equivalent dwelling unit per acre.
2. Due to the impact that Developments of Regional Impact can have on the community's wastewater collection, conveyance, and treatment system and overall infrastructure network, the municipalities agree that these proposals warrant increased regional discussion and deliberation. As a result, applicants shall complete the following review process prior to a request to expand the Regional Growth Boundary and Sewer Service Area being granted by the General Forum:
- a. All applications for a Development of Regional Impact to expand the Regional Growth Boundary and Sewer Service Area, shall first be reviewed by the host municipality to determine if they have merit and warrant discussion at the regional level. To ensure that adequate information is provided for the host municipality to consider the proposal, the signatories to this Agreement agree to adopt a regionally consistent application to request expansions of the Regional Growth Boundary and Sewer Service area, including applications for Developments of Regional Impact. This standardized application requires that the applicant to submit the following information to the host municipality for review:
    - i. The applicant must address the following questions in the application to expand the Regional Growth Boundary and Sewer Service Area:
      1. Are there locations inside the Regional Growth Boundary that could support the proposed development? If not, explain why.
      2. Does the University Area Joint Authority have capacity to serve existing development inside the Regional Growth Boundary and the proposed expansion? Please provide a letter from the University Area Joint Authority documenting capacity.
      3. Have on-lot septic systems or other methods to provide sewer service to the property been explored? Why are these not viable methods to dispose of waste?
      4. Are there any potential adverse public impacts of the proposed expansion and how will they be mitigated, based upon the items in Section V, Subsections ii. through vi?
      5. Is the expansion contiguous with the existing Regional Growth Boundary?
      6. Do changes in local or regional population or land use forecasts warrant an expansion? Explain how these changes necessitate the expansion.
      7. Are there adjustments or changes in the specific location or direction of growth and development that warrant an expansion? Explain how these changes necessitate the expansion.
      8. Are there changes resulting from goals, objectives, and policies in the Comprehensive Plan or local planning issues that warrant an expansion? Explain how these changes necessitate the expansion.

- ii. Effect of the Development of Regional Impact on:
  - 1. Existing sewer collection, conveyance, and treatment system
  - 2. Public water infrastructure
  - 3. Transportation network (including bicycle and pedestrian facilities)
  - 4. Public transportation system
  - 5. Emergency services (for example, fire, police, and ambulance service)
  - 6. Environmental features (such as soils, wetlands, streams, the aquifer, sinkholes, or similar environmental concerns)
  - 7. School facilities
  - 8. Adjacent land uses
- iii. In addition to the above noted information, the host municipality, at its discretion may also require information relative to fiscal impacts or specific details on transportation impacts, environmental impacts, or similar studies.
- iv. Economic analysis of the impact of the proposal on other areas of the community
- v. Quality of life issues and the value the proposal would add to the community
- vi. The consistency of the proposal with the Centre Region Comprehensive Plan
  - b. The Development of Regional Impact application will be forwarded to the Centre Regional Planning Agency to be reviewed for completeness based on the items listed above. The Centre Regional Planning Agency will have 20 business days to review the Development of Regional Impact application and forward comments back to the applicant outlining the information that needs to be revised or added to ensure a complete application, if necessary. The applicant will make any necessary changes and resubmit the application to the Centre Regional Planning Agency for its review and recommendation, including specific reasons and findings of fact. The Centre Regional Planning Agency will have 15 business days to review the completed application and develop its recommendation to be forwarded to the host municipality with the completed Development of Regional Impact application.
  - c. The host municipality shall not review the request to expand the Regional Growth Boundary and Sewer Service Area and Development of Regional Impact application unless the information required has been reviewed by the Centre Regional Planning Agency for completeness. Following a review of this information, the host municipality will determine if the proposal has merit and warrants regional discussion. If the host municipality determines that the proposal warrants regional discussion, the Development of Regional Impact application shall be forwarded for regional discussion before final action to forward the proposal is taken by the host municipality. The host municipality shall include specific findings of fact used to establish its support of the request to expand the Regional Growth Boundary and Sewer Service Area based upon the Development of Regional Impact application.
    - i. If the request to expand the Regional Growth Boundary and Sewer Service Area is initiated by a municipality, the municipality shall be responsible for preparing the information outlined in section 2.a.
    - ii. If the host municipality forwards the request to expand the Regional Growth Boundary and Sewer Service Area for regional review, the process shall begin



with the Centre Regional Planning Commission. Upon receipt of a completed application for a request to expand the Regional Growth Boundary and Sewer Service Area, including a completed Development of Regional Impact application from the host municipality (including findings, in support of the application), the Centre Regional Planning Commission shall review the proposal and provide a recommendation to the General Forum of the Centre Region Council of Governments within 60 days of receipt of the completed application.

iii. Requests to expand the Regional Growth Boundary and Sewer Service Area and completed Development of Regional Impact applications shall be reviewed by the Centre Regional Planning Commission, beginning at the first available meeting that coincides with the regular agenda mailing following receipt from the host municipality.

iv. The Centre Regional Planning Commission recommendation on the request to expand the Regional Growth Boundary and Sewer Service Area and Development of Regional Impact application, along with the completed application (including findings from the host municipality and Centre Regional Planning Agency), shall be provided to the COG General Forum for review.

The COG General Forum shall conduct two meetings to review the request to expand the Regional Growth Boundary and Sewer Service Area. At the first COG General Forum meeting, a member of the host municipality's governing body shall be designated to present information on the application and indicate why the host municipality supports the proposal. If deemed appropriate by the COG General Forum, the applicant may be asked to provide information on the application. The goals of this presentation are as follows:

1. To encourage communication among the Region's elected officials on Developments of Regional Impact early in the review process.
2. To solicit comments and suggestions from the General Forum that may result in the identification of solutions to planning issues which can be addressed by the host municipality.
3. To determine the level of support from the other Centre Region municipalities for the proposal.

d. Following the presentation by the host municipality (and the applicant if appropriate), a representative of the Centre Regional Planning Commission will present its recommendation and provide any applicable information related to the discussion that occurred. Municipalities may consider conducting individual governing body meetings between the first and second COG General Forum meeting to study the request in more detail and form a municipal position regarding the request prior to the second COG General Forum meeting.

e. At the second meeting, the General Forum will discuss the results of the first COG General Forum meeting and any municipal governing body meetings and may hold an informal straw vote to determine each municipality's position on the request. If the discussion indicates that there are not at least five votes in support of an expansion to the Regional Growth Boundary and Sewer Service Area, then the municipalities indicating dissent will

be asked to provide an explanation of their position. Following this discussion, the General Forum will determine whether to proceed to:

- i. Refer the proposal to an ad hoc committee or COG standing committee for further discussion.
- ii. Request the applicant or the host municipality to provide additional information to the General Forum. Such additional information may include special studies such as detailed land use, fiscal, transportation or environmental impact analyses; or
- iii. Vote on the request.

The General Forum shall only approve a request to expand the Regional Growth Boundary and Sewer Service Area by an affirmative unit vote of at least five municipalities, upon finding that the request has satisfied the criteria in Section V.2.a of this Agreement.

f. At the conclusion of the General Forum discussion and following any additional steps and discussion as noted in the preceding step, a unit vote will be held.

i. Requests to expand the Regional Growth Boundary and Sewer Service Area require a minimum of five affirmative unit votes of the municipalities, including the host municipality, for approval. The unit vote will allow each municipality to provide the host municipality an indication of its support for the proposal to expand the Regional Growth Boundary and Sewer Service Area.

Upon approval to expand the Regional Growth Boundary and Sewer Service Area, the COG General Forum will adopt a resolution approving the expansion as a revision to the Centre Region Act 537 and Comprehensive Plans, and the host municipality may proceed to submit the proposal and required planning module to the Pennsylvania Department of Environmental Protection for approval.

By signing this Agreement, each Centre Region municipality agrees not to rezone or complete zoning text amendments for properties outside of the Regional Growth Boundary and Sewer Service Area that will permit development density greater than one equivalent dwelling unit per acre until completing the process as described in Section V of this Agreement.

ii. If a request to expand the Regional Growth Boundary and Sewer Service Area does not receive a minimum of five affirmative votes, said request may be resubmitted for reconsideration after the General Forum concerns are addressed.

iii. Rezoning or rezoning text amendments outside of the Regional Growth Boundary and Sewer Service Area that would result in development density of less than one equivalent dwelling unit per acre do not require General Forum action. The COG General Forum would be informed of the change; however, no action or discussion would be required by the COG General Forum. Rezoning or rezoning text amendments outside of the Regional Growth Boundary and Sewer Service Area that would result in a development density of greater than one dwelling unit per acre require General Forum action, unless otherwise permitted in Section VI "The Process - General Forum Action Not Required" to expand the Regional Growth Boundary and Sewer Service Area. Regardless, the authority for zoning decisions will remain with the host municipality.

## **SECTION 5: THE PROCESS - GENERAL FORUM ACTION NOT REQUIRED**

The six Centre Region municipalities that are signatory to the Centre Region Comprehensive Plan and Act 537 Sewage Facilities Plan agree to the following:

1. Each municipality that has land outside of the Regional Growth Boundary and Sewer Service Area is authorized to expand the Regional Growth Boundary and Sewer Service Area by a maximum of 50 Equivalent Dwelling Units, not to exceed 12 acres, for a period of five years from the execution of this amended Agreement. Individual non-residential projects are limited to a maximum square footage that would be expected to generate fewer than 100 vehicle trips during the peak hour, or fewer than 750 vehicle trips in an average day.
2. The governing body of the host municipality will consider comments from the Centre Regional Planning Agency and the Centre Regional Planning Commission in the municipal review process.
3. Requests to expand the Regional Growth Boundary and Sewer Service Area under this Section of the Ordinance must achieve a minimum development density greater than one equivalent dwelling unit per acre.
4. Requests to expand the Regional Growth Boundary and Sewer Service Area under this Section of the Ordinance shall be evaluated in the same manner as requests under Section V "The Process - General Forum Action Required," with the exception that they will not require COG General Forum approval.
5. The request to expand the Regional Growth Boundary and Sewer Service Area must be contiguous to the existing Regional Growth Boundary and Sewer Service Area. This provision does not preclude exceptions to expand the Sewer Service Area as may otherwise be authorized under Section VIII "Exceptions".
6. This Section of the Ordinance will expire five years from the final date of adoption and will require a unit vote in the affirmative of at least five municipalities to be reauthorized.

The CRPA shall annually provide the General Forum with a summary of all requests to expand the Regional Growth Boundary and Sewer Service Area, including an accounting of the number of EDUs approved in each municipality and a map depicting the location of any changes to the Regional Growth Boundary and Sewer Service Area in the preceding year.

## **SECTION 6: PROJECT SPECIFIC DEVELOPMENT AGREEMENTS**

A host municipality is required to enter into a project specific development agreement with a property owner or developer that is requesting an expansion to the Regional Growth Boundary and Sewer Service Area. A project specific development agreement is used to ensure the land development occurs as proposed and is required to be included as a condition of the Resolution authorizing the request to expand the Regional Growth Boundary and Sewer Service Area. It is solely the responsibility of an individual municipality to ensure a development agreement is being executed properly and to approve or deny changes to that agreement. The Centre Region does not have a role in the enforcement or verification of a municipally enacted development agreement.

Amendments to the development agreement that are de minimus changes or technical corrections, as determined by participants, may be approved administratively by the host municipality. Such changes may be authorized at the discretion of the governing body of the host municipality or its designee and do not require any action by the COG General Forum. The host municipality shall forward any de minimus changes or technical corrections to the COG Executive Director within five days of approval by the host municipality for inclusion as an informational item at the next available COG General Forum meeting.

Major amendments and rescissions must be ratified by all participants to the original development agreement. Such changes may be authorized at the discretion of the governing body of the host municipality or its designee and do not require any action by the COG General Forum, with the exception that the host municipality will notify the General Forum of any major changes. In the case of rescission of a development agreement, or if the governing body of the host municipality determines a major amendment is not consistent with the intent of the expansion as approved by the COG General Forum, a new request to expand the Regional Growth Boundary and Sewer Service Area must be filed and approved by the General Forum as required in this Agreement.

The municipalities agree that development agreements will be used to specify that the property owner or developer of the project for which the Regional Growth Boundary and Sewer Service Area application was approved shall obtain a building permit within five years of COG General Forum approval of the resolution expanding the Regional Growth Boundary and Sewer Service Area. If the property owner or developer of the project has not obtained a building permit within the five-year period, the host municipality shall take action to rescind the development agreement and the Regional Growth Boundary and Sewer Service Area shall be restored to their location prior to the request.

## **SECTION 7: FUTURE DEVELOPMENTS OUTSIDE OF THE REGIONAL GROWTH BOUNDARY AND SEWER SERVICE AREA**

The Centre Region municipalities agree that developments outside of the Regional Growth Boundary and Sewer Service Area served by on-lot sewage disposal systems should be managed under the existing CRCA Sewage Management Program. The proper operation and maintenance of on-lot systems will ensure the health of these systems, prevent the need for costly public sewer line extensions, and discourage the need for the outward expansion of the Regional Growth Boundary and Sewer Service Area. In addition, the Chesapeake Bay Tributary Strategy further emphasizes the need for ensuring the proper operation and maintenance of on-lot sewage disposal systems.

The Centre Region municipalities agree to the following measures for future developments located outside of the Regional Growth Boundary and Sewer Service Area:

1. Sewage management programs will be required for all future developments that propose less than 15 EDUs outside of the Regional Growth Boundary and Sewer Service Area.
2. Developments located outside of the Regional Growth Boundary and Sewer Service Area that propose a cumulative total of 15 or more EDUs, and where any individual lot is less than two acres, shall utilize a community on-lot sewage disposal system (as defined by the Pennsylvania Department of Environmental Protection) designed and maintained according to the

standards of the University Area Joint Authority. The University Area Joint Authority, however, will not be required to perform day-to-day operations on such facilities. For phased developments, this requirement will apply to developments that reach a cumulative total of 15 EDUs.

3. Alternative public wastewater treatment systems (with the exception of UAJA) as defined herein, are prohibited for the term of this Agreement in the Centre Region. The Centre Region Act 537 Sewage Facilities Plan identifies on-lot sewage disposal systems as the only method for wastewater treatment outside of the Regional Growth Boundary and Sewer Service Area. If public sewer service is requested, the University Area Joint Authority has been identified as the provider for public sewer services in the Centre Region.

On-lot developments located outside of the Regional Growth Boundary and Sewer Service Area will not be reviewed by the Centre Regional Planning Commission or COG General Forum. However, by enacting this Agreement, the Municipalities agree to incorporate the requirements described above into their municipal sewage management ordinances.

## **SECTION 8: REQUIRED REVIEW AND AMENDMENT PROCESS**

### **1. Required Review**

The municipalities agree to review and evaluate the effectiveness of the provisions contained herein within five years from the effective date and to amend this Agreement more frequently, if necessary, if recommended by the COG Land Use and Community Infrastructure Committee and approved by a unit vote of the COG General Forum.

The municipalities agree to amend any municipal ordinances to conform to this Agreement within the timeframe established by the Pennsylvania Municipalities Planning Code (MPC).

### **2. Amendment Process**

#### *a. Determination of minor and major amendments:*

All requests for amendments to the Regional Growth Boundary and Sewer Service Area Implementation Agreement shall be submitted through a Centre Region municipality or the Centre Regional Planning Commission, including those requests originated by an individual or entity seeking an amendment. The municipality or Centre Regional Planning Commission will forward the request to the COG Executive Director, who will schedule the item on the next available COG Land Use and Community Infrastructure Committee agenda.

The COG Land Use and Community Infrastructure Committee, by a majority vote of members present, will determine if an amendment is major or minor. If the COG Land Use and Community Infrastructure Committee cannot agree on a designation, the COG Land Use and Community Infrastructure Committee must forward the proposed amendment to the next available COG Executive Committee meeting for consideration on a COG General Forum agenda. The COG General Forum will then determine if the amendment is major or minor by majority vote of the individual members present.

#### *b. Major amendments:*

After designating the request as a major amendment, the COG Land Use and Community Infrastructure Committee (or COG General Forum if necessary) shall refer the major amendment to the COG Executive

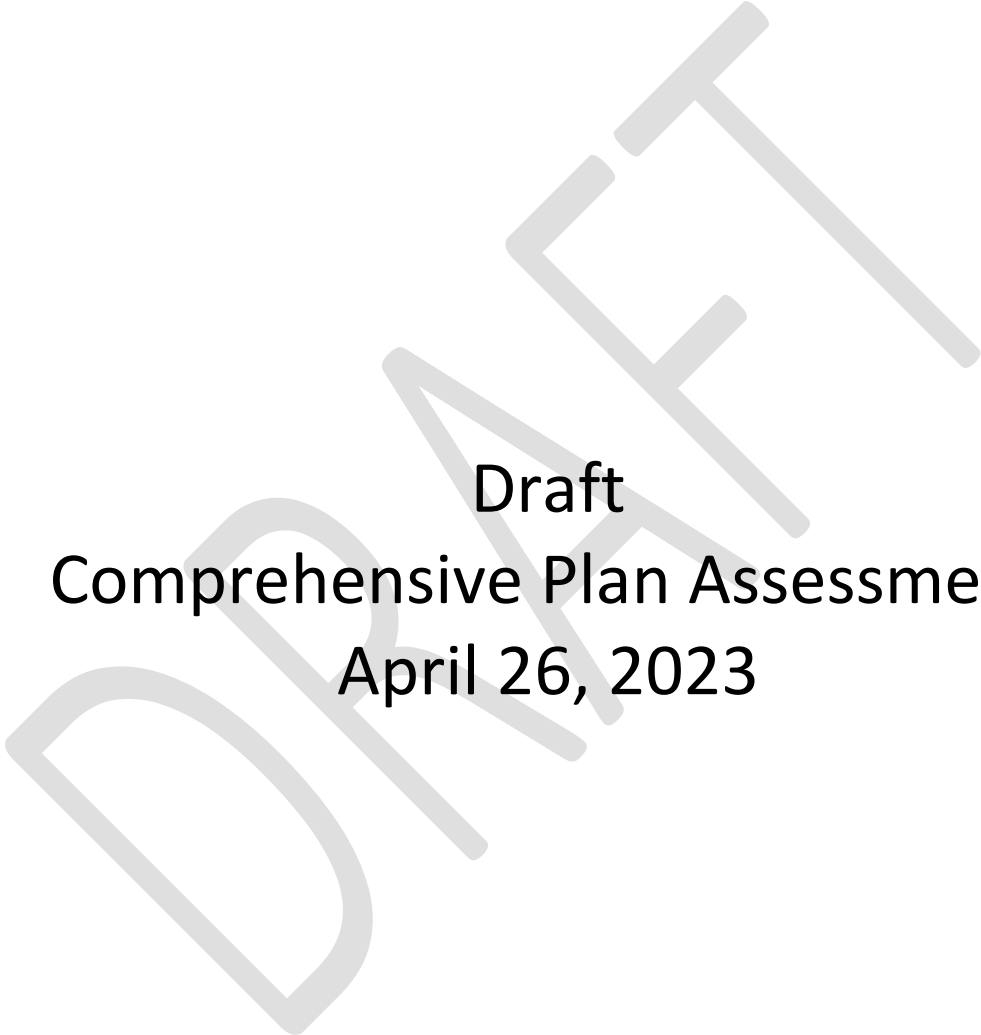
Director for Centre Regional Planning Agency review and Centre Regional Planning Commission recommendation, and to the Centre Region municipalities for their information. The Centre Regional Planning Agency will present a recommendation for consideration at a future COG Land Use and Community Infrastructure Committee meeting. The COG Land Use and Community Infrastructure Committee shall recommend approval, denial, or continuance on the amendment by a majority vote of the members present, no more than 90 days from receipt of the major amendment. The COG Land Use and Community Infrastructure Committee recommendation will be forwarded to the COG Executive Committee for consideration on a General Forum agenda. The COG General Forum shall take action to modify, approve, deny, or continue the amendment by an affirmative unanimous unit vote of the municipalities. The COG Executive Director shall forward the amendment and the results of such action to all of the Centre Region municipalities, the Centre Regional Planning Agency, the Centre Regional Planning Commission, and requesting entities, no more than five working days after such action.

*c. Minor amendments:*

After designating the request as a minor amendment, the COG Land Use and Community Infrastructure Committee (or COG General Forum as necessary) shall refer the minor amendment to the COG Executive Director for Centre Regional Planning Agency review. The Centre Regional Planning Agency will present a recommendation for consideration at the next scheduled COG Land Use and Community Infrastructure Committee meeting. The COG Land Use and Community Infrastructure Committee shall review the request and take action to modify, approve, deny, or continue the amendment by a majority vote of the members present, no more than 90 days from receipt of the minor amendment. The COG Executive Director shall forward the amendment and the results of such action to all the Centre Region municipalities, the Centre Regional Planning Agency, the Centre Regional Planning Commission, and requesting entities, no more than five working days after such action.

**SECTION 9: TERM AND EFFECTIVE DATE**

The effective date of this Agreement shall be upon enactment by ordinance of this Agreement by the six Centre Region municipalities:



Draft  
Comprehensive Plan Assessment  
April 26, 2023

The Centre Region Comprehensive Plan, adopted in 2013 serves as the guiding document for planning for the physical growth of the Centre Region while maintaining a high quality of life. The Plan includes specific plan elements that have goals, policies, and objectives for land use, transportation, community services and other areas. The Centre Region updates the Comprehensive Plan about every ten years as recommended in the Pennsylvania Municipalities Planning Code (MPC).

The CRPA prepared this Comprehensive Plan Assessment to take a look at what has been accomplished in the Region over the past ten years of Plan implementation and to gain some insights as to how the next update to the Comprehensive Plan can be most effective in guiding the future physical development in the next planning cycle.

## 1. What is the status of 2013 Comprehensive Plan goals, objectives, and policies?

Staff has reviewed all 340 policies in the 2013 Comprehensive Plan to determine the implementation status of each policy. A completed implementation status will be provided for the joint CRPC/LUCI Committee meeting in May.

The implementation status included the following terms and definitions for each policy:

- Complete: Completed policies were specifically addressed over the past ten years. These were generally “one off” projects that did not have additional work required after completion.
- No progress – The policy was included in the Comprehensive Plan Update but not addressed because it was not elevated to a high priority through the Comprehensive Plan Implementation Program (CHIP), was longer relevant to the community, or could be completed in the future.
- No longer applicable – These policies should not be included in the Comprehensive Plan Update. In some cases, the policy was explored, but was determined unfeasible, unable to be implemented, or was resolved because changing conditions over the past ten years have addressed the policy or rendered it invalid.
- Ongoing: Ongoing policies include reoccurring projects or activities that are embedded in the regular workload for the CRPA. These projects include reoccurring updates or annual work activities. These may not need to be included in the Comprehensive Plan Update but should be reflected as ongoing work in the annual work program for the CRPA.
- In progress: The policy was started, but not completed. These may continue in future plans if warranted.

Most of the policies in the 2013 Comprehensive Plan fall into the “Ongoing” category. For example, policies to protect groundwater, preserve agricultural land, improve neighborhood quality are always ongoing. These are the policies that require the CRPA to maintain information, coordinate activities, or monitor progress. For example, the REDCAP Report informs how much development occurred inside the RGB and SSA and if there is capacity in terms of land area and sewage treatment to serve anticipated growth for the next ten years. The strength of a regional plan is that it recognizes the regional forces that incorporate strategies for work with municipalities on common pressing issues.



**2. What other strategies might have been more effective in accomplishing the desired policy?**

From a strategic point of view, the organization of the 2013 Comprehensive Plan, based largely on the format of the Municipalities Planning Code (MPC) resulted in too many policies that clouded what big picture problems needed to be resolved through the Plan. The Plan provided an excellent accounting of seemingly every issue that needed addressing however, it may have been more effective if the Plan was reorganized to address four or six specific issues that were simply phrased like, “protect groundwater”, “maintain safe neighborhoods”, or “improve mobility”. These statements identify straightforward ideas that are actionable and measurable.

Strategies that may make the updated Plan more effective include:

- Identifying four to six big issues or ideas that people in the community can relate to and organizing the Plan priorities around implementing those ideas.
- The 2013 Plan was very conventional in many respects and was excellent at identifying issues in the community. The 2013 Plan did result in many success stories, but the sheer number of policies tended to push implementation down into the weeds rather than addressing big issues straight on. A bolder approach to guiding growth that is directed to addressing clear issues that face the community is difficult to accomplish but may be more likely to yield positive and measurable results.
- The Comprehensive Plan Implementation Program (CHIP) seemed to be an effective process to keep the Plan elevated and to develop priority projects. The CHIP was weakened during COVID and sometimes progress lagged due to staffing shortage at various points over the past ten years.
- The comprehensive Plan was good at capturing broad issues however more emphasis on small area plans may have helped to better address specific areas of the community. Small area plans for Boalsburg, Pine Grove Mills, and Dale Summit (led by College Township staff) were some of the most successful planning efforts from the 2013 Plan.
- Regional level affordable housing strategies were largely inconsequential in addressing how to increase the inventory of safe, decent places where people can live, at prices that they can afford. Some municipalities and non-profits implemented effective affordable housing policies, but the low inventory of affordable units was further eroded by the ability of students and higher income residents to purchase or rent housing that would normally be available to lower income families.

**3. From the staff perspective, are there lessons from the 2013 Comprehensive Plan that can benefit the 2023 Comprehensive Plan?**

Staff believes there were far too many detailed policies in the 2013 Comprehensive Plan. The large number of policies detracted from the ability of residents to comprehend the Plan. The 340 individual policies were also difficult to track over time. The large number of policies was the result of preparing a traditional comprehensive plan structured by chapters such as land use, transportation, community facilities, open space and recreation, housing, etc. The 2013 Comprehensive Plan also suffered from trying to capture every conceivable problem that had potential to be resolved over the subsequent ten-year planning process. This has the propensity to make every issue seem like they all had the same priority.

It may have been more intuitive to organize the Plan around future land use planning rather than organizing around the Comprehensive Plan elements articulated in the MPC. That organizational framework can provide a more descriptive statement about the big things the Region wants to accomplish. This often leads the region down into the weeds rather than focusing on the big picture.

There are several lessons here:

- Trying to address every conceivable problem diminishes the value of addressing the most urgent and impactful problems in the Region. Identifying, prioritizing, and addressing four or five of the major issues facing the Region could be more impactful and understandable to residents.
- Utilizing associated plans like those prepared for CATA, the Centre County (Affordable Housing and Long-Range Transportation Plan), Centre Region Parks and Recreation, and State College Borough Water Authority rather than integrating them into a “comprehensive” format helps clarify that those entities maintain their responsibility for planning for and delivering a service that they are charged to complete. The updated comprehensive plan should integrate these plans for the framework for future land use planning in the Centre Region, but there is no reason to reiterate the content of the plans.
- Listing hundreds of policies is not user friendly and is overwhelming for staff and leaders in terms of establishing priorities for implementation. It may be more effective to identify large problems and develop specific approaches to resolving those problems.
- A visioning process should be emphasized. The most critical ingredient for forging a stronger comprehensive plan is not the number of policies in the plan but a willingness to form and articulate a compelling vision for the future, a readiness to take a hard look at current policies and future trends, and a commitment to effective approaches likely to achieve positive, measurable outcomes consistent with the overall vision.
- An updated Comprehensive Plan should build regional and local accountability for effective planning and implementation and not focus deeply on a determination of “consistency” with the requirements of the MPC. The Plan does need to be consistent with requirements of the MPC, but consistency should be driven by what the community wants and how the content and format of the Comprehensive Plan can speak to achieving that to be consistent with the MPC. The Plan must be a community-motivated effort to address existing and future planning challenges in the Centre Region.
- The Comprehensive Plan should be informed by other documents such as the Centre County Long Range Transportation Plan, the Center Region Bike Plan, the Centre Region Comprehensive Parks, Recreation, and Open Space Study, and other plans. The recommendations in these plans need to be integrated into an updated Comprehensive Plan and inform policy in the Plan. They do not need to be repeated in the document.
- Specific policies in long range plans can become forgotten and outdated much more quickly than a well written and articulate vision statement. A strong vision, mission statement, and four to six prominent cornerstone values in the community should be the foundation for the Plan. Results that can be monitored, evaluated, and reassessed regularly to remain on course should be developed. An implementation assessment should be completed about every five years and efforts redirected to get back on course if necessary.

- Responsibilities for implementing policies need to be clear in the Plan. For example, State College Borough and College Township Water Authorities, and the University Area Joint Authority have primary responsibility for assuring there is quality potable water, and clear effluent discharge. The CRPA is responsible for land use, sustainability, and transportation policy that assist with those goals, but it is a joint effort.
- The updated Plan should fully embrace changes in technology and broaden the ability for all members of the community to participate in the process. This includes conducting remote and hybrid meetings, connecting with people through effective social media platforms, public commenting on the internet, and integration of interactive participation, and attending event or meetings of stakeholder groups around the Region.

#### 4. What issues of concern have arisen since the last Comprehensive Plan was adopted?

Several issues have arisen over the past ten years in the Centre Region. Some issues have not been traditionally addressed in a comprehensive plan, but many communities are utilizing their plans to address broader issues and the Centre Region may want to consider exploring new issues to address in the new Comprehensive Plan. An initial list of potential issues developed by that could inform community discussions and could be addressed in the new Comprehensive Plan include:

Climate Action and Adaptation – The Region adopted it’s first ever climate action plan in 2022 to improve sustainability practices in the Region. This has been a

Bipartisan Infrastructure Legislation (BIL) – This landmark legislation has the potential to reshape mobility in the Region and beyond and contains many sustainability-related potential grant funding opportunities that are directly related to transportation and land use.

Housing - The evolution of the housing market in the Centre Region changed in several substantial ways over the past ten years. The most visible is the influx purpose-built housing in the Centre Region. There was a huge influx of high rise student housing and the movement of some higher density student housing to the Townships. This was fueled primarily by institutional investors and national builders looking for investment opportunities in college towns after the market crash in 2008. Many college towns throughout the nation experienced the same influx of student housing. The CRPA expected that the student rental market would soften, but it appears that student housing still drives the cost of rental housing up despite the influx of student housing in the Centre Region.

The other type of purpose-built housing caters to the over 55 demographic. The area is becoming increasing population for retirees and second home owners that also fall into the over 55 demographic.

Purpose built housing, along with the Pandemic, inflation, supply chain issues, and limited housing supply has made a tight housing market even more difficult for potential homeowners and renters. Housing for all types of people, from families to singles in the community continues to be an increasingly difficult problem to resolve.

Another phenomenon is the continued influx of short-term rental properties and student housing tipping the balance in single family neighborhoods. When student rentals and short-term rentals

force full-time residents out of neighborhoods it slowly erodes the fabric of traditional neighborhoods. This is a difficult problem to solve. In some respects, short-term rentals can help increase tourism activity, but they can also have detrimental impact on quality of life for full-time residents and can hurt traditional lodging venues and local tax revenues if not tracked.

**5. Have there been changes in the supply, treatment, and delivery of potable water to serve growth in the Region?**

The supply, treatment, and delivery of potable water is sufficient to serve the region for the foreseeable future. Water demand from the State College Borough Water Authority (SCBWA) system plateaued in 2004 (in terms of peak and average daily demand) and demand has remained relatively consistent since 2004 even with the addition of almost 2,000 new accounts. Per capita consumption has declined because of water conservation efforts, water-saving plumbing fixtures and economic factors. This is also a national trend and indicative of what to expect from other potable water systems in the region. The SCBWA has also added the new Nixon-Kocher Treatment Facility and will install future upgrades at the Woodside Treatment Facility. (Source: SCBWA 2021 Annual Report). There are several other projects for meter replacement and main replace that are part of the annual improvements for the SCBWA.

In addition to the SCBWA, the College Township Water Authority (CTWA) provides public water to portions of College Township. The Penn State University Water System (PSUWS) and SCBWA also provide service to College Township residents.

Many residents in rural areas obtain their potable water from private on-lot wells. There are no statewide construction standards for private water wells in Pennsylvania, there are however local ordinances that are relevant. Residents are responsible for testing their well water or having a commercial testing laboratory test and measure the results against water quality standards in Pennsylvania.

There is an adequate supply of potable water for water authorities and private wells to serve residents and businesses in the Region for the foreseeable future. As the Region continues to grow, the challenge will be protecting groundwater supply from incompatible land uses development rather than assuring a future supply of water.

The CRPA's role in protecting potable water is to minimize threats from existing and future land uses through development of appropriate land use policy and assistance with municipal ordinances to implement those policies. The water authorities and providers in the region should continue to develop their own plans for supply, distribution, and testing of their facilities and the CRPA will coordinate on a regular basis with providers.

**6. Have there been changes in sewage treatment capacity and beneficial reuse to serve growth in the Region?**

The UAJA continues to have sufficient capacity at the Spring Creek Pollution Control Facility to support growth in the Region. Hydraulic, nutrient, and biological oxygen demand (BOD) capacity are monitored on an annual basis. There is a need to review where there are operational and

maintenance improvements necessary, but capacity at the Spring Creek Pollution Control Facility will be sufficient for decades.

The UAJA has completed two other projects and is working on a third for the facility. They have completed a solar panel installation on their property that provides renewable power to the UAJA facility. The UAJA also installed equipment to eliminate an odor problem at the facility. They plan to install a biodigester on the property that will utilize organic waste to produce renewable natural gas in the future.

Abundant sewage capacity in terms of hydraulic, nutrient, and BOS remains at the University Area Joint Authority. The plant is permitted a monthly average flow of 10.62 MGD. The 2022 Act 94 Report indicated the UAJA was using 5.31 MGD of the permitted capacity. The UAJA has expanded their facility to produce an additional one million gallons of beneficial reuse water per day to two million gallons daily. The facility is permitted to install equipment to produce another one million gallons per day of beneficial reuse water in the future.

The Pennsylvania State University is nearing completion of a new sewage treatment plant for campus that has capacity for treating 3.0 MGD. Water treated at the PSU plant is utilized to irrigate the "Living Filter". The expansion of the plant will serve the campus for the foreseeable future.

The Centre Region Code Administration office continues to administer the individual on-lot inspection and pumping program.

## **7. Have there been changes in refuse and recycling in the Region?**

### **Solid Waste**

The Centre Region's residential solid waste in four of the six municipalities is handled through a contract awarded through a competitive bidding process. The current contracted hauler is Waste Management. The contract covers all single-family dwellings and multi-family buildings of fewer than five units in College, Ferguson, Harris, and Patton Townships. Benner Township has participated in the contract since 2010 as well. State College Borough provides its own refuse collection to residents. Halfmoon Township residents contract individually for their refuse collection needs or self-haul their refuse.

For the years 2011-2020, the tonnage of refuse collected from residences at the curbside averaged about 14,000 tons per year and remained steady. However, the total amount of refuse sent to the landfill increased overall, due to an almost steady increase in commercial refuse. During this time, the average amount of refuse landfilled was 74,847 tons annually.

Commercial collection includes all businesses, residential buildings with dumpster service, and institutions. In all five townships, businesses and institutions contract privately with a hauler for refuse dumpster service. State College Borough provides commercial collection within the borough. The Pennsylvania State University's refuse and recycling remains separate from the Centre Region's data.

Commercial refuse collection increased both in total weight and the average amount per resident from 2011 to 2019. For the years 2022-2020, an average of 81% of all refuse came from the commercial sector.

**Recycling**

Municipal ordinances in Benner, College, Ferguson, Harris, and Patton Townships and State College Borough require the separation of specifically identified recyclable materials from refuse. These materials include glass and plastic beverage containers, jars, and jugs; metal cans; mixed paper and paperboard; and corrugated cardboard. Residential recycling curbside collection in these municipalities is handled by the Centre County Recycling and Refuse Authority (CCRRA) under formalized agreements between CCRRA and the COG and State College Borough. Recycling services are billed with the refuse invoice. Halfmoon Township’s refuse haulers or individual households may contract with the CCRRA for recycling collection.

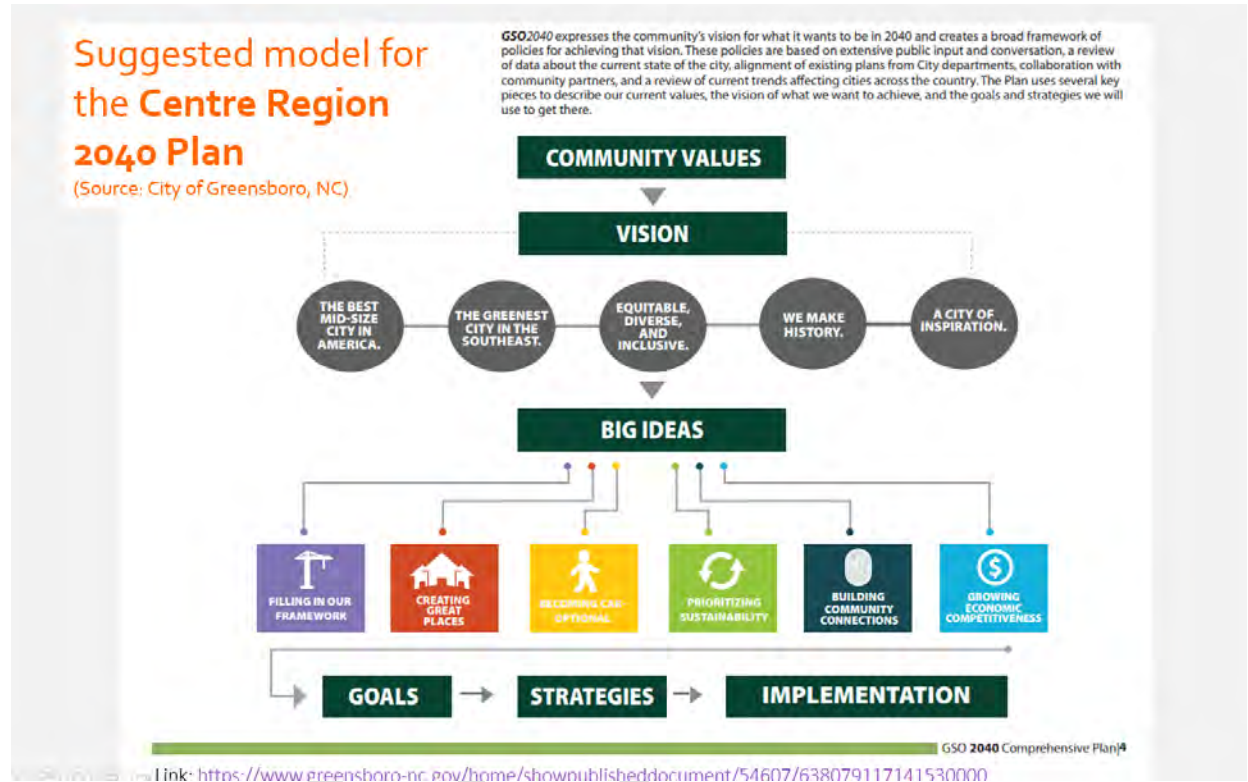
Except for Halfmoon Township, municipal ordinances also require the separation of recyclables for all industrial, institutional, commercial establishments, and multi-unit residential buildings. State College Borough requires that all these establishments have recycling collection through the CCRRA. In the townships in the COG regional program, establishments can either receive recycling services through their refuse hauler or directly from the CCRRA. A third option permits establishments to file an individual recycling plan with the municipality.

<b>CURRENT STATUS OF COMMERCIAL RECYCLING</b>		
<b>Municipality</b>	<b>Number of Commercial/ Institution permits</b>	<b>Percentage currently identified to have recycling</b>
College Twp	615	42%
Ferguson Twp	441	57%
Harris Twp	83	49%
Patton Twp	211	67%
State College Borough	787	92%

The CCRRA collects and processes most of the recyclable material in the region. In addition to curbside and cart-collected materials, the CCRRA operates eight drop-off locations in the Centre Region, three of which provide for miscellaneous plastics recycling. The CCRRA also accepts covered electronic devices, appliances, and scrap metal from county residents for free. Residents can dispose of wood, tires, and vinyl siding for a fee. The average total amount of recycled material per year from 2011-2020, excluding drop-of special materials at the CCRRA, was 7,476 tons, or an average of 158 pounds of recycling per person per year in the Centre Region.

**STAFF PERSPECTIVE – THE 2023 COMPREHENSIVE PLAN MODEL**

Staff has explored several options for a potential structure for the Plan over the past months. After considering a model from Lancaster County, PA the staff believes the model that Greensboro, NC utilized for their comprehensive plan process would be a better model for the Center. The diagram below shows the basic framework for the Greensboro Plan, known as GSO2040.



Additional detail on GSO2040 model is included in the **enclosed** PowerPoint presentation for this item.

<https://www.ccgov.org/home/showpublisheddocument/3806/635963381497970000>

From Silos to Systems

# Centre Region 2040

A *New* Approach to Comprehensive Planning for the Centre Region

April 2023





# Since November 2022

- Reviewed the *Sustaining Places: Best Practices for Comprehensive Plans* (American Planning Association)
- Using the Greensboro, NC “GSO2040” Plan as a model for the Centre Region Plan.
- Refined the organization of the Centre Region Plan using the “GSO2040” model.
- Completed a draft staff-level inventory and assessment of the 2013 Comprehensive Plan as a basis to launch this planning effort.
- Planning for the framing the Comprehensive Plan Update in the summer with the following objectives:
  - Begin structuring for the visioning process
  - Provide a brief overview of key results from the assessment
  - Introduce draft principles for the Plan
  - Test the principles and learn what the community sees



# Takeaways – Comprehensive Plan Assessment

- **Too wordy** – too long, gets into the weeds, and does not do a good job of communicating the story of what the community wants to be
- **Discrete plan elements** – need to recognize subject areas (silos) operate as complex systems. Work towards integrating silos into systems.
- **Continuous community engagement** – digital tools have transformed participation but should not overlook underrepresented groups.
- **Not very adaptive** – Need to strengthen resilience to have a plan that can adapt to issues beyond local control.



# Takeaways – Comprehensive Plan Assessment

- **Be values driven** – Address the issues and values expressed by the community.
- **Be thematic based** – Organize around cross-cutting themes or principles rather than discrete elements.
- **Be collaborative** – improve meaningful engagement with citizens, organizations, businesses and other community stakeholders.
- **Link the values with outcomes** – Connect values with a clearly a defined action agenda.
- **Regional in focus** – Strengthen the value of multi-municipal

# Suggested principles for the Centre Region 2040 Plan

(Source: APA Sustaining Places Task Force)

## Livable Built Environment

- *Ensure all elements of the built environment, including land use, transportation, housing, energy, and infrastructure work together to provide sustainable, green places for living, working, and recreation with a high quality of life.*

## Harmony with Nature

- *Ensure that the contributions of natural resources to human well-being are explicitly recognized and valued and that maintaining their health is a primary objective.*

## Resilient Region

- *Ensure that the community is prepared to deal with both positive and negative changes in its economic health and to initiate sustainable urban development and redevelopment strategies foster green business growth and build resilience on local assets.*

# Suggested principles for the Centre Region 2040 Plan

(Source: APA Sustaining Places Task Force)

## Interwoven Equity

- *Ensure fairness and equity in providing for the housing, services, health, safety, and livelihood needs of all citizens and groups.*

## Healthy Community

- *Ensure that public health needs are recognized and addressed through provisions for healthy foods, physical activity, access to recreation, health care, environmental justice, and safe neighborhoods.*

## Responsible Regionalism

- *Ensure that all local proposals account for, connect with, and support the plans of adjacent jurisdictions and the surrounding region.*



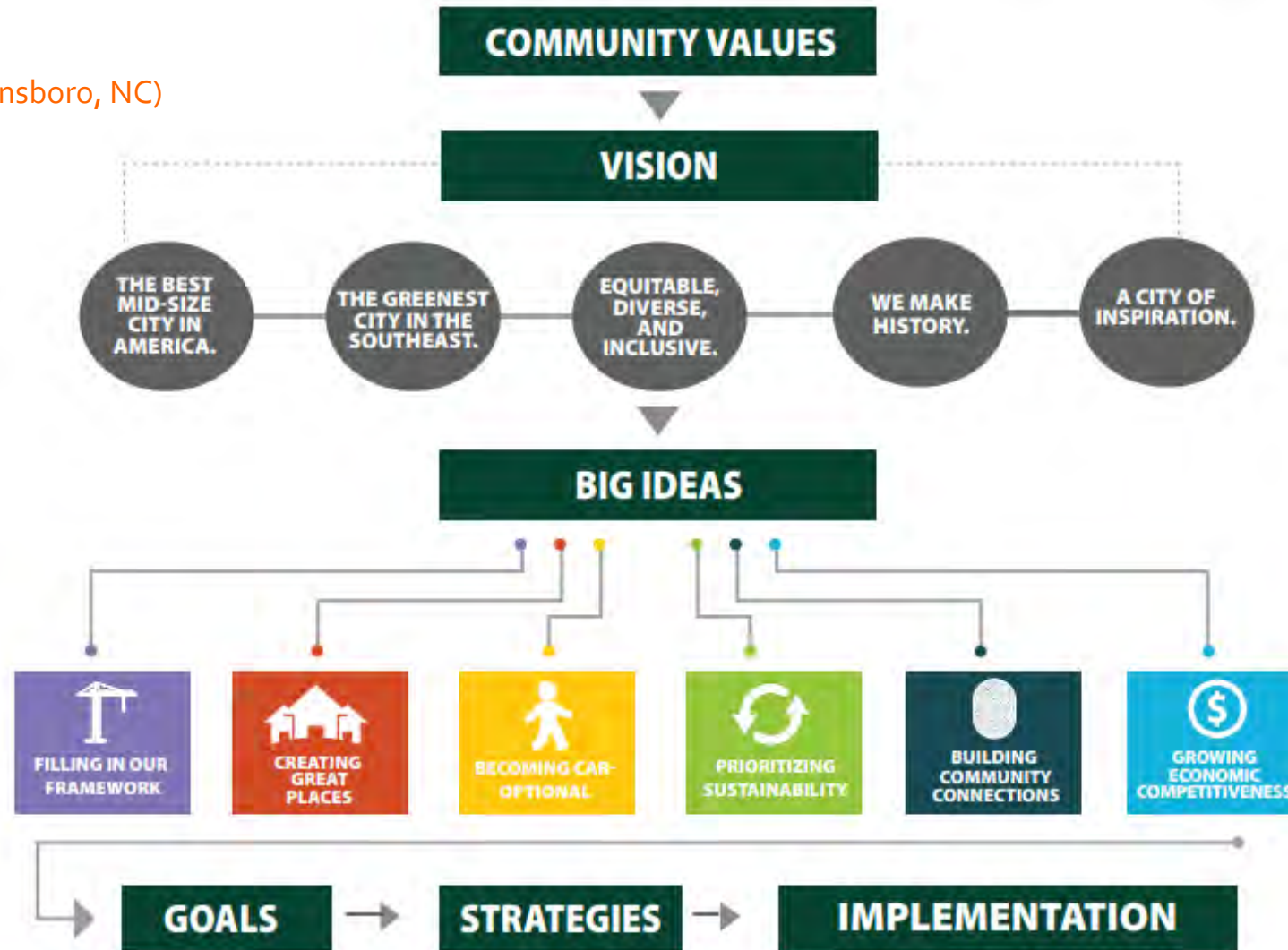
# Why the GSO 2040 Model?

- Is organized around six “big ideas” the community wants to work towards accomplishing over the life of the Plan.
- Limits the big ideas to two or three goals with two or three strategies for each goal. Does not try to address every conceivable problem.
- The plan is organized in a way that shifts the emphasis from working in silos to working in a systems approach that integrates many disciplines to address the big ideas.
- Has multiple paths for participants to be engaged in developing community values, preparing a vision statement, the big ideas, and the goals throughout the process.

# Suggested model for the Centre Region 2040 Plan

(Source: City of Greensboro, NC)

GSO 2040 expresses the community's vision for what it wants to be in 2040 and creates a broad framework of policies for achieving that vision. These policies are based on extensive public input and conversation, a review of data about the current state of the city, alignment of existing plans from City departments, collaboration with community partners, and a review of current trends affecting cities across the country. The Plan uses several key pieces to describe our current values, the vision of what we want to achieve, and the goals and strategies we will use to get there.





# What does that mean for the CR?

- For many planning projects, teams will need to be multi-disciplinary to more directly support the municipalities.
- Requires the CRPA to be both consensus builders and project managers to bring subject matter experts to bear on specific projects.
- Improved implementation tools in policy plans integration between implementation at the municipal level using the CHIP process
- “Actionable” Plan that will satisfy the requirements of the Municipalities Planning Code (MPC).





# Questions and Comments

Thank you

# CRPA Centre Regional Planning Agency

2643 Gateway Drive, Suite #4 • State College, PA 16801 • Phone (814) 231-3050 • [www.crcog.net](http://www.crcog.net)

April 25, 2023

Mr. Thomas J. Fountaine, II  
Borough Manager  
State College Borough  
245 South Allen Street  
State College, PA 16801

**RE: STATE COLLEGE BOROUGH – AMENDMENTS TO THE COMMERCIAL INCENTIVE DISTRICT’S MIXED-USE INCENTIVE - CRPC COMMENTS**

Dear Tom:

The Centre Regional Planning Agency (CRPA) received the request to review amendments to the Incentives/Bonus Schedule in Section 1855 and definitions in Section 201 of the State College Borough Zoning Ordinance on March 24, 2023. This review is intended to fulfill the requirements of the Centre Region’s Agreement of Relationship with the Centre County Planning Commission, relative to the provisions of the Pennsylvania Municipalities Planning Code.

The CRPA finds the proposed amendments to be consistent with the 2013 Centre Region Comprehensive Plan. The CRPA has also determined that the request does not have a regional impact and offers no comments on the amendments at this time.

Please call or e-mail if you have questions, or if you require additional information.

Sincerely,



Mark Boeckel, AICP  
Principal Planner

cc: Ed LeClear, AICP, SCB Planning and Community Development Director  
Greg Garthe, AICP, SCB Senior Planner  
Jim May, AICP, CRPA Director  
Centre Regional Planning Commission

CENTRE REGION COUNCIL OF GOVERNMENTS

Centre Regional Planning Agency

2643 Gateway Drive, Suite #4

State College, PA 16801

Phone: (814) 231-3050 Fax: (814) 231-3083

April 28, 2023

TO: Climate Action and Sustainability Committee  
Centre Region Municipal Managers  
COG Agency Directors

FROM: James May, Director, Centre Region Planning Agency

SUBJECT: Cancellation Notice

Please note that Ms. Whitman has cancelled the Climate Action and Sustainability Committee meeting scheduled for Monday May 8, 2023, as there were not any agenda items that require the Committee's immediate action.

Items of note:

- A. Matter of Record – CAS Committee members are reminded to complete by May 31, 2023 the CAAP exercise identifying whether they think the CAAP actions are best led by municipal, regional or other efforts. An email was sent to each member that included a link to a Google file 'CAS Input to CAAP Local Gov actions - dashboard for municipal input'. If they have any questions or need helping finding the file, please email [padams@crcog.net](mailto:padams@crcog.net).
- B. Matter of Record – COG is partnering with the CBICC to host three energy educational sessions for businesses, local government, and non-profits. The first event on April 6 focused on electric vehicles. The next two sessions on energy and energy efficiency will be held on May 4 and June 8, respectively. Information and registration for the EnergyBiz series: <https://www.cbicc.org/events.html>
- C. Matter of Record – The Refuse and Recycling Program has extended the deadline for the Request for Quotes for consulting services for the solid waste collection contract. Quotes are due by May 19, 2023, and the committee will review the quotes and select a consultant or consulting team at its June 12, 2023 meeting.
- D. Matter of Record – Ms. Mato will again be teaching a course on Backyard Composting for Centre Region Parks and Recreation at Millbrook Marsh Nature Center. The classes are Wednesday, May 10 at 6 p.m. and Saturday, May 20 at 11 a.m. Participants will learn the basics of setting up and maintaining a backyard composting system, and each will leave with their own backyard composter. Registration is online at [www.crcp.org/mmnc-public-programs](http://www.crcp.org/mmnc-public-programs)

- E. Matter of Record – Planning Intern: Ben Dworsky, a local resident and junior at Penn State majoring in Community, Environment, and Development with a minor in Civic and Community Engagement will be starting a summer internship with the CRPA beginning on May 15, 2023. Planned projects for Ben include helping prepare the Centre Region for public electric vehicle (EV) charging infrastructure by identifying potential changes to zoning ordinances to facilitate EV infrastructure for passenger vehicles and e-bikes; reviewing best practices from other communities to potentially increase the inventory of accessory dwelling units in the Centre Region; and research best practices to preserve large-lot agricultural uses in the Region.
- F. Matter of Record – William Wyatt, a York resident and student at Penn State York majoring in Business and Corporate Communications will be starting a summer internship with CRPA’s Sustainability Program beginning on May 29, 2023. Planned projects for William include assisting with the development of a regional sustainability website while working with professionals, elected officials, the public, and other stakeholders.
- G. MEETING DATE - The next meeting of the Climate Action and Sustainability Committee is scheduled for 12:15 PM on Monday, June 12, 2023.

# CENTRE REGION COUNCIL OF GOVERNMENTS

2643 Gateway Drive, Suite 3

State College, PA 16801

Phone: (814) 231-3077 • Fax: (814) 231-3083 • Website: [www.crcog.net](http://www.crcog.net)

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## PUBLIC SAFETY COMMITTEE

Hybrid Meeting

Tuesday, May 9, 2023

12:15 pm

### GENERAL MEETING INFORMATION

<u>RSVP</u>	To ensure an overall quorum of members, please let us know how you intend to participate: <a href="https://us02web.zoom.us/join/9127620924">https://us02web.zoom.us/join/9127620924</a>
Remote Participants	To attend via ZOOM: <a href="https://us02web.zoom.us/join/9127620924">https://us02web.zoom.us/join/9127620924</a> To attend this meeting by phone: +1 929-205-6099   Meeting ID: 853 4719 5992
In-Person Participants	COG Building – General Forum Room 2643 Gateway Drive, State College, PA 16801
Meeting Contact: Tammy Strouse   email: <a href="mailto:tes@crcog.net">tes@crcog.net</a>   814-231-3069	
Click <a href="#">HERE</a> to locate AGENDA and ATTACHMENTS. <a href="#">05 – May Public Safety Agenda Packet</a> <i>Should you desire to annotate any attachments, you must download them first.</i>	

- The chat feature for this meeting will be disabled. Upon its conclusion, a recording of the meeting will be made available on the COG website.
- We ask that non-voting participants attending remotely remain muted with their video turned off unless recognized to speak. To reduce audio interference, please remain off speakerphone during the meeting.
- **VOTING PROCEDURES:** Members will provide their vote by voice. The Chair will seek clarification if the vote is unclear. For additional information on COG Voting Procedures, please click [HERE](#).
- **PUBLIC COMMENT GUIDELINES:** Members of the public may comment on items not already on the agenda (five minutes per person). Comments relating to specific items on the agenda should be deferred until that point in the meeting. For additional information on COG public meeting guidelines, please click [HERE](#).
- **NOTE:** To access agendas and minutes of previously held meetings and learn more about the COG Public Safety Committee on our website, please click [HERE](#).

## PUBLIC SAFETY COMMITTEE

Hybrid Meeting  
May 9, 2023  
12:15 pm

### AGENDA SUMMARY

1.	CALL TO ORDER AND ROLL CALL
2.	PUBLIC COMMENTS
3.	NEW AGENDA ITEMS
4.	APPROVAL OF MINUTES: April 11, 2023
5.	EMERGENCY MEDICAL SERVICES ANNUAL UPDATE
6.	CODE ADMIN/FIRE PROGRAM SHARED POSITION
7.	STAFF UPDATES
9.	CALENDAR
10.	HELPFUL REFERENCE LINKS
11.	ADJOURNMENT

## CENTRE REGION COUNCIL OF GOVERNMENTS

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### **PUBLIC SAFETY COMMITTEE**

Hybrid Meeting

May 9, 2023

12:15 pm

### **AGENDA**

1. CALL TO ORDER AND ROLL CALL

The Chair will convene the meeting. Staff will take a roll call of committee members.

2. PUBLIC COMMENT

Members of the public are invited to comment on any items not already on the agenda (five minutes per person time limit, please). Comments relating to specific items on the agenda should be deferred to that point in the meeting. Submitted comments will be read into the record by the Recording Secretary at the appropriate time in the meeting.

3. NEW AGENDA ITEMS

Public Safety Committee members may request that additional items of business be added to this meeting's agenda. If approved by a majority vote of the Committee members, the proposed new agenda item(s) will be placed on the agenda at the Chair's discretion. Ideally, items for future agendas should be presented to the Chair prior.

4. APPROVAL OF MINUTES - (Action)

Copies of April 11, 2023, COG Public Safety Committee meeting minutes are **enclosed**.

***Approval of this item approves the listed minutes of a previous meeting.***

5. EMERGENCY MEDICAL SERVICES ANNUAL UPDATE – (Informational) presented by Shawn Kauffman and Derek Hoover

In 2008, Pennsylvania House Bill 1131 required that Second Class Townships ensure that fire and emergency medical services (EMS) are provided and consult with fire and EMS providers to discuss the needs for the Township. In the spirit of this requirement,

the Centre Region Council of Governments invites the EMS providers to an annual meeting of the Public Safety Committee to report on current operations, improvement opportunities, future concerns, and large event planning.

Emergency medical service providers from the Centre Region will provide an annual update on incident activity, staffing, and funding for their respective agencies. Elected Officials are encouraged to ask questions and engage the EMS providers in conversation about the state of EMS in the Centre Region and the surrounding area.

No action from the Committee is requested. However, the main discussion points should be reported to the General Forum.

6. CODE ADMIN/FIRE PROGRAM SHARED POSITION - (Action) *presented by Shawn Kauffman and Walt Schneider*

In preparation for the 2024 budget process, the Centre Regional Fire Protection Program and the Centre Region Code Administration have begun a discussion about joint Fire Inspector/Firefighter positions that would maintain the high level of fire inspection services needed in the Centre Region while supporting the need for consistent staffing to support volunteer fire company response. This partnership would provide many efficiencies while reducing the cost associated with hiring full-time firefighters.

Acting Fire Director Shawn Kauffman and Code Director Walt Schneider will provide an overview of the shared position concept and ask for the Committee's support before moving forward with a job description and Human Resources Committee review.

7. STAFF UPDATES

COG Staff will provide updates on the following topics:

- **Centre Region Code Administration** (*Walt Schneider*) – The Codes Director will report on current items.
- **Regional Fire Protection Program** (*Shawn Kauffman*) – The Acting Fire Director will report on current items.
- **Centre Region Emergency Management** (*Shawn Kauffman*) – The Emergency Management Coordinator will report on current items.
- **Administration** (*Eric Norenberg*) – The Executive Director will report on current items.



8. CALENDAR

A calendar with upcoming COG committee, General Forum, and municipal meetings can be found by clicking the following link: [COG and Municipal Meeting Overlay Calendar](#).

9. HELPFUL REFERENCE LINKS

Repositories of helpful COG information have been assembled for use by the elected officials and COG staff:

- Governance policies, procedures, and other related documents can be viewed on SharePoint by clicking [here](#) or going to <https://www.crcog.net/governance>.
- Updates on current COG Studies and Projects can be found by clicking [here](#) or going to <https://bit.ly/3vZP8Zs>.
- The Whitehall Road Regional Park project site facilitates easy access to documents, resources, and current information about the project. Staff continues to develop and update the site, which can be found at <https://www.crcog.net/wrrpinfoguide>.
- COG Facilities Reference information can be found at: <https://bit.ly/3qnEbMA>. The Facilities Committee uses this information as a collection point and serves as a resource for new members of the Committee and others.

Please contact Eric Norenberg with feedback and suggestions.

10. ADIJOURNMENT

ENCLOSURES

<u>ITEM #</u>	<u>DESCRIPTION</u>
04	Public Safety Committee Meeting Minutes - April 11, 2023

Centre Region Council of Governments  
Public Safety Committee  
Annual Report  
May 9, 2023

	<u>2022</u>	<u>2021</u>
Total Ambulance Calls	<b>7,123</b>	6,585
Ambulance Calls by municipality		
College Twp.	1,265 (21%)	1,353 (21%)
Ferguson Twp.	1,258 (17%)	1,129 (17%)
Harris Twp.	494 (7%)	485 (7%)
Patton Twp.	1,084 (15%)	1,004 (15%)
State College Boro	2,252 (29%)	1,880 (29%)
Other	<b>770</b> (11%)	734 (11%)
	<i>*LifeLink EMS covered 98% of its total calls dispatched in 2022</i>	
Total Ambulance Transports	4,932 (69%)	
Total non-emergency van trips	2,315	2,122
Total Calls	9,438	8,707
Average calls/day	<b>25.86</b>	23.85
Total Volunteer Hours	5,395 (2.6 FTE)	10,521(5.06 FTE)
Financials		
Operational Revenue over Expense	\$234,318	
Net Revenue after depreciation and Loss on Investments	(162,456)	

**Highlights:**

- Accredited by the Commission on Accreditation of Ambulance Services  
One of four services in PA and one of 196 services nationally. Reaccreditation 07/23
- LifeLink Annual Membership Campaign - Community support has been outstanding
- Medical Director Dr. Cliff Neal selected as recipient of Pennsylvania Emergency Health Services Council's David Lindstrom EMS Innovation Award. (Dr. Neal retiring from EMS 05/31/23).  
New Medical Director will be Dr. Rachel Polinski.

- Conducting 3 EMT Courses in 2023- Current class ends 5/17. Summer Class begins 5/22 to 8/10

**Concerns that may impact the EMS organization:**

- **Reimbursement:**
  - Medicare and Medicaid do not cover cost of providing services
  - **Direct Pay** – Payment made by some Commercial Insurances to patient rather than ambulance service – often times difficult to collect from patient. Not willing to accept significantly lesser rate to be participating provider in order to get payment sent directly to us.
- **Responses outside Primary Service Area (Centre Region)**
  - Longer time commitment – availability
  - Increased cost to respond
  - Payor Mix not as good.
- Phlebotomy Institute of Central Pennsylvania Training Program – Conducted Spring and Fall 2022 Courses and Spring 2023 class with fewer students
- **Volunteerism** – Significantly decreased volunteer hours in 2022 from 2021 due to hiring top volunteers as part time employees.

**Upcoming Large Venue Events:**

- Ironman 70.3 Happy Valley Triathlon – Sunday, July 2, 2023
- Central PA Festival of the Arts – July 13 - 16
- State College Spikes – LifeLink not asked to provide services in 2023 due to financial constraints
- PSU Football Weekends – anticipating busy weekends

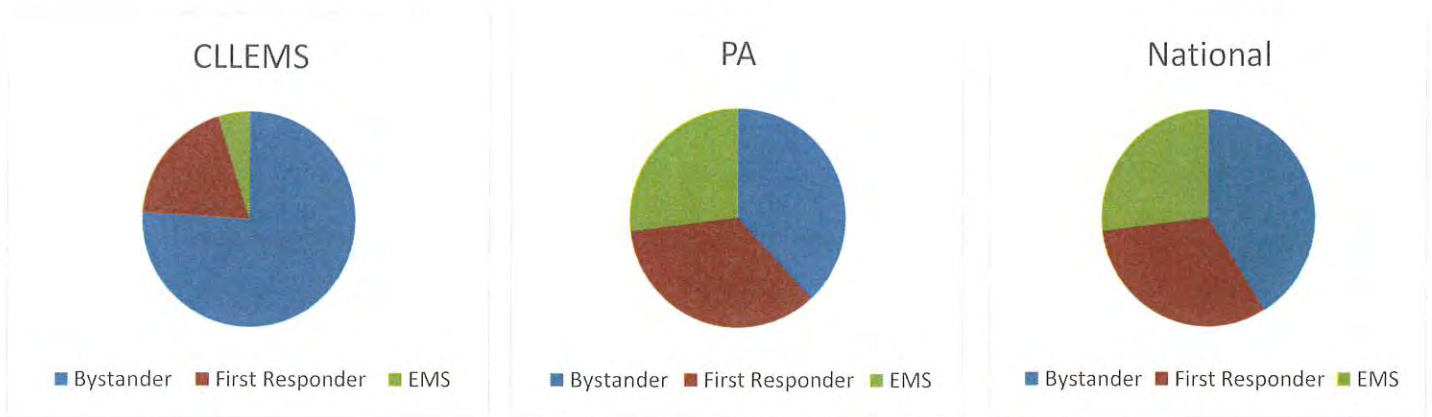
**Opportunities for local government to assist EMS Organization:**

- Consideration for future financial support
  - TEMS – CONTOMS Training and TEMS Operations
  - Sponsor students for EMT Training (\$1,195.00) in exchange for volunteer commitment

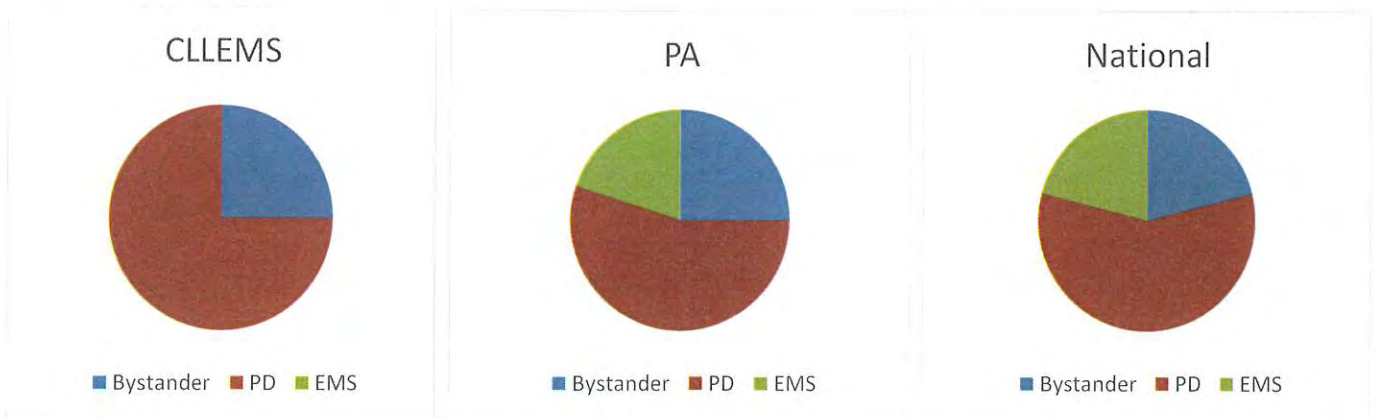
Scott Rawson, Executive Director

# 2022 Cardiac Arrest Registry to Enhance Survival (CARES)

## Who initiated CPR

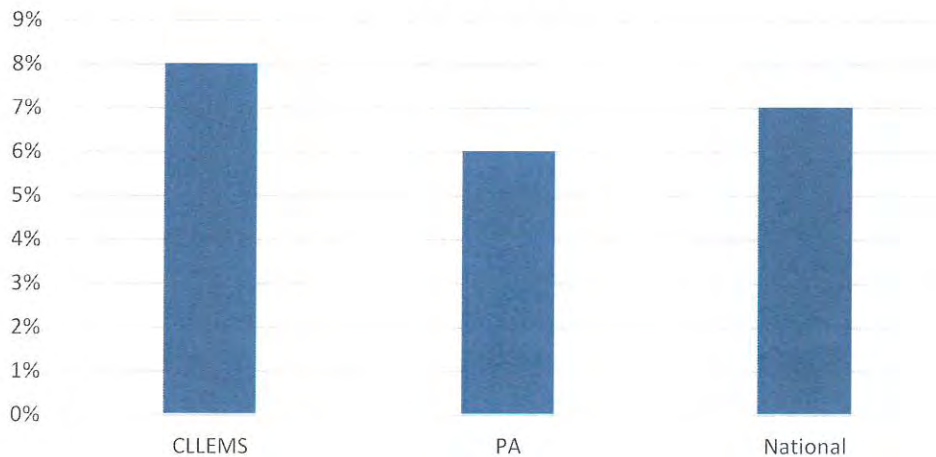


## Who Applied AED



## Overall Survival

### Overall Survival



**FERGUSON TOWNSHIP**  
**REGIONAL AND ABC MEETING REPORT**  
(One Meeting Report Per Form)

1. NAME OF MEETING ATTENDEE(S): \_\_\_\_\_

2. REPORTING ON  
WHICH COMMITTEE: \_\_\_\_\_ DATE: \_\_\_\_\_

3. REQUIRES COMMENTS BACK TO BOARD OF SUPERVISORS:  YES  NO

If YES, describe briefly:

4. BRIEF OVERVIEW OF MEETING:

5. LINK TO COG COMMITTEE  
MEETING AGENDA: \_\_\_\_\_

#### **4. OVERVIEW CONTINUED:**

# CENTRE REGION COUNCIL OF GOVERNMENTS

2643 Gateway Drive, Suite 3

State College, PA 16801

Phone: (814) 231-3077 Fax: (814) 231-3083 Website: [www.crcog.net](http://www.crcog.net)

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## FINANCE & FACILITIES COMMITTEE

May 11, 2023

8:30 AM

GENERAL MEETING INFORMATION	
<u>RSVP</u>	To ensure an overall quorum of members, please let us know how you intend to participate: <a href="https://us02web.zoom.us/meeting/register/tZEvcuqqpjwiHdTFGPudXaFWtIvpV-HDMnnA">https://us02web.zoom.us/meeting/register/tZEvcuqqpjwiHdTFGPudXaFWtIvpV-HDMnnA</a>
Remote Participants	To attend via Zoom: <a href="https://us02web.zoom.us/meeting/register/tZEvcuqqpjwiHdTFGPudXaFWtIvpV-HDMnnA">https://us02web.zoom.us/meeting/register/tZEvcuqqpjwiHdTFGPudXaFWtIvpV-HDMnnA</a> To attend this meeting by phone: +1 929 205 6099   Meeting ID: 852 5328 7870
In-Person Participants	COG Building - Forum Room 2643 Gateway Drive, State College, PA 16801
Meeting Contact: Cary Asendorf   email: <a href="mailto:casendorf@crcog.net">casendorf@crcog.net</a>   814-231-3077	
<p style="text-align: center;"><a href="#">Click HERE to locate the AGENDA and ATTACHMENTS</a> <i>Should you desire to annotate any attachments you must download them first.</i></p>	

- The chat feature for this meeting will be limited to remote participants being able to communicate to meeting hosts. A recording of the meeting will be made available on the COG website upon its conclusion.
- We ask that non-voting participants that are attending remotely remain muted with their video turned off unless recognized to speak. To reduce audio interference, please remain off of speakerphone during the meeting.
- **VOTING PROCEDURES:** Members will provide their vote by voice. Clarification will be sought by the Chair if the vote is unclear. Members opposed to a motion should vote “No”. For additional information on COG Voting Procedures, please click [HERE](#).
- **PUBLIC COMMENT GUIDELINES:** Members of the public may comment on any items not already on the agenda (five minutes per person). Comments relating to specific items on the agenda should be deferred until that point in the meeting. For additional information on COG public meeting guidelines, please click [HERE](#).
- To access agendas and minutes of previously held meetings, and to learn more about the COG Finance Committee on our website, please click [HERE](#).

## JOINT FINANCE & FACILITIES COMMITTEE

Hybrid Meeting

May 11, 2023

8:30 AM

### AGENDA SUMMARY

1.	CALL TO ORDER
2.	PUBLIC COMMENTS
3.	NEW AGENDA ITEMS
4.	CONSENT AGENDA
CA-1	Approval of Minutes: April 11, 2023 Joint Finance-Facilities Committee Meeting
CA-2	Approval of Voucher Report for April 2023
5.	CAPITAL IMPROVEMENT PLAN 2024 - 2028
6.	ENERGY PROCUREMENT AGREEMENT
7.	OTHER BUSINESS
8.	CALENDAR
9.	HELPFUL REFERENCE LINKS
10.	ADJOURNMENT



## CENTRE REGION COUNCIL OF GOVERNMENTS

2643 Gateway Drive, Suite 3  
State College, PA 16801  
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### JOINT FINANCE & FACILITIES COMMITTEE

Hybrid Meeting  
May 11, 2023  
8:30 AM

### AGENDA

1. **CALL TO ORDER**

The Chair will convene the meeting. Mr. Asendorf will perform a roll call of remote Committee members.

2. **PUBLIC COMMENTS**

Members of the public are invited to comment on any items not already on the agenda (five minute per person time limit, please). Comments relating to specific items on the agenda should be deferred until that point in the meeting. Submitted comments will be read into the record by the Recording Secretary at the appropriate time in the meeting.

3. **NEW AGENDA ITEMS (Discussion/Action)**

Members may request additional items of business be added to this meeting's agenda. If approved by a majority vote of the members, the proposed new agenda item(s) will be placed on the agenda at the discretion of the Chair.

4. **CONSENT AGENDA (Action)**

The following items listed on the Consent Agenda portion of the Finance Committee agenda may be approved with a single motion by the Committee unless a Committee member or member of the public requests that an item be removed from the Consent Agenda for a question or further discussion.

CA-1 **APPROVAL OF MINUTES**

A copy of the minutes from the April 13, 2023 Joint Finance-Facilities Committee meeting are **enclosed**.

*Approval of this item approves the listed minutes of the previous meeting.*

## CA-2 MONTHLY REPORTS

A copy of the April 2023 COG voucher and financial reports are **enclosed**.

*Approval of this item approves the April 2023 voucher report.*

### Consent Agenda Approval Motion:

*“That the Finance Committee approves items CA-1 – CA-2 as listed on the May 11, 2023, Finance Committee Consent Agenda.”*

**All municipalities should vote on this motion.**

5. CAPITAL IMPROVEMENT PLAN 2024 - 2028 (Discussion/Action) – Presented by Mr. Norenberg and Ms. Steigelman

During its April 19, 2023 meeting, the Executive Committee approved the following motion relating to the review of the 2024-2028 Capital Improvement Plan:

*“That the Executive Committee acknowledges receipt of the 2024-2028 Capital Improvement Plan for the Centre Region COG and refers it to the Centre Region municipalities for review; and further, that comments be referred to the COG Executive Director by 8:00 AM, Thursday, May 11, 2023, to be considered during the preparation of the draft 2024 Program Plan and COG Budget.”*

No municipal comments were received as of the time of preparation of this agenda. Therefore, any municipal comments received in advance of the meeting will be distributed at the meeting as well as saved in the agenda packet on the COG SharePoint site. The Committee’s should review the municipal comments and note areas of particular concern, agreement or disagreement.

It is the intent of staff to compile all municipal comments into a matrix and provide staff responses addressing each comment, which will then be included in the June 8, 2023 Finance Committee meeting agenda packet and utilized to guide staff in their efforts in preparing the 2024 Program Plan and COG Budget.

A copy of the 2024-2028 Capital Improvement Plan is **enclosed**.

6. ENERGY PROCUREMENT AGREEMENT (Action)

This agenda item asks the Finance Committee to provide input on recommending an electricity contract extension.

In June 2021, the Executive Director entered a contract between the Centre Region COG and Premier Power Solutions to provide consulting services relating to the aggregation of COG's energy usage with the energy usage of other participating governments to obtain the best price possible. The COG's electricity contract is set to expire in June 2023. The Solar Power Purchase Agreement process is expected to take effect in the next several months but will not be finalized by June. The SPPA contracts are being reviewed and negotiated by our consultant and the SPPA Project Management Team (PMT).

Staff have requested pricing from David Kristian of Premier Power Solutions, the current retail services provider, and Direct Energy, the retail services provider for the SPPA. **Enclosed** are current estimates for energy prices from Premier Power. The pricing from Direct Energy is anticipated to be available prior to the meeting. COG staff recommends a 6-month extension for an end of contract date of December 31, 2023 which is similar to what the State College Area School District is expected to do, and it is the intent to remain consistent with the timeline expectations for the Solar Power Purchase Agreement project.

The committee should decide which retail services provider COG should engage to purchase electricity on the open market for the 6-month time period.

Prior to the May 22, 2023 General Forum meeting, staff will prepare an updated rate sheet from the recommended retailer to help with the process of COG changing to another energy provider.

To proceed, the Finance Committee could consider referring the following motion to the General Forum:

*“That the Finance Committee recommend to the General Forum that the Executive Director be authorized to enter into a contract extension to purchase electricity on the open market as recommended by Premier Power Solutions, LLC as to obtain financial advantage of purchasing electric power in large quantities.”*

*OR*

*“That the Finance Committee recommend to the General Forum that the Executive Director be authorized to enter into a contract extension to purchase electricity on the open market with Direct Energy as to obtain financial advantage of purchasing electric power in large quantities.”*

## 7. OTHER BUSINESS

- A. Matter of Record - Please see the **enclosed** tables for the Whitehall Road Regional Park project that were shared with the Parks and Recreation Authority at its May 5, 2023 meeting.
  
- B. Matter of Record - Please see the **enclosed** tables for Millbrook Marsh Nature Center project that were shared with the Parks and Recreation Authority at its March 31, 2023 meeting.
  
- C. Matter of Record - The Centre Region Code Agency (CRCA) disposed of six (6) vehicles via transfer of ownership to the State College Area School District (SCASD) for use in the Career & Technology Center Automotive Technology program. The cost to repair these vehicles for various reasons (frame and transmission issues) exceeded the value of the vehicles. Therefore, in consultation with the Finance Director prior to his departure, the participating municipalities were offered first right of refusal prior to granting ownership transfer rights to the SCASD in accordance with the policy on the disposal of assets.
  
- D. Matter of Record - The CPI-U for the unadjusted 12-months ending March, 2023 was 5.0%. According to the COG formula, the 2024 COLA will be based on the average of the 12-month changes from July 2022 through June 2023. For the first nine months of the measurement period (July 2022 - March 2023), the 2024 COLA is trending towards 7.1% (and decreasing). The Human Resources Committee was notified of this during their May 3, 2023 meeting and plans to have further consideration on the topic in June.
  
- E. Matter of Record - The Solar Power Purchase Agreement Working Group is looking beyond the point where contracts are signed to actually generate and using power, on-going management activities for the project are being investigated. The solar consultant has provided the **enclosed** document outlining the activities and services which could be provided. The project management team recommended to the working group that GreenSky be retained for these services as a result of the understanding of and relationship built for the project. The fee, which will be shared by the member organizations, is expected not to exceed \$50,000 annually.

Initially the fee will be paid by the State College Area School District with reimbursement occurring under a cost sharing agreement with the member organizations for a period of five years which will match the delivery and supply contract. After the initial five years, the cost sharing agreement will be reviewed to reflect the current delivery and supply contract, which may include a change to a brokerage fee structure which would assess the fee based upon actual power usage.

The SPPA Working Group will be preparing a contract and cost sharing agreement for its members to consider at an upcoming meeting.

8. **CALENDAR**

A calendar with upcoming COG committee, General Forum, and municipal meetings can be found by clicking the following link: [COG and Municipal Meeting Overlay Calendar](#).

9. **HELPFUL REFERENCE LINKS**

Repositories of helpful information have been assembled for use by the elected officials and COG staff:

- Governance policies, procedures, and other related documents can be viewed on SharePoint by clicking [here](#) or going to <https://www.crcog.net/governance>.
- Updates on current COG Studies and Projects can be found by clicking [here](#) or going to <https://bit.ly/3vZP8Zs>.
- The Whitehall Road Regional Park project site facilitates easy access to documents, resources, and current information about the project. Staff continues to develop and update the site which can be found at <https://www.crcog.net/wrrpinfoguide>.
- COG Facilities Reference information can be found at: <https://bit.ly/3qnEbMA>. The Facilities Committee uses this information as a collection point and serves as a resource for new members of the Committee as well as others. Please contact Scott Binkley at [sbinkley@crcog.net](mailto:sbinkley@crcog.net) for access.

Please contact Eric Norenberg with feedback and suggestions.

10. **ADJOURNMENT**



**Township Manager's Report  
May 15, 2023**

1. Director and Planning and Zoning and I met with the Director of Centre Region Code Administration to discuss proposed changes to the Centre Region Property Code Maintenance on
2. I worked with the Township's insurance broker and insurance company to coordinate a Safety Training and Review of Causes of Loss event held on Wednesday, May 3, 2023, for all employees working 1<sup>st</sup> and 2<sup>nd</sup> shift which was held in the new Public Works Building. Forty-two employees attended this training to help identify how each employee can take individual and collective action to increase safety in the workplace and for each employee and visitors.
3. The Non-Uniform Pension Advisory Committee convened on Monday, May 1, 2023, to discuss the performance of the Plan.
4. On Tuesday, May 9, I met with Governmental Affairs for Department of Community and Economic Development (DCED) for several hours to discuss funding strategies available through the state to assist with economic development, growth and innovation strategies for the Township, offset costs for the development and implementation of a comprehensive multi-year strategic management planning and financial plan and establish short-and-long-term financial objectives. Additionally, we toured township facilities and the wards in the Township while discussing the municipal services.
5. Celebrated Public Service Recognition Week with various activities in support of bringing employees together to celebrate the work done by all departments in service to the Township.

Action	Status
Administering Food Truck permitting	Complete
Organizational Assessment and Township Audit	Complete
Update Recreation, Parks, and Open Space Plan	Complete
Develop Anti-Discrimination Ordinance; Regional Human Relations Ordinance	Complete
Review and amend Chapter 16, Parks and Recreation Ordinance	Complete
School Zone Flasher on Cherry Lane	Complete
Cable Franchise Agreement	Complete
Conduct IT vulnerability assessment	Complete
Implementation of Multi-Factor Authentication	Complete
Implementation of Spin e-bike Share Partnership Program	Complete
Oversee and prepare stormwater fee update presentation	Complete
Review to improve ordinance enforcement officer enforcement practices and violation notices	Complete
Implement TRAISR	In Progress
Design of pedestrian and bike improvement re: TASA grant	In Progress
Facilitation and support towards Route 45 Getaways management of grant programs	In Progress
Rewrite of Chapter 27-304, Terraced Streetscape (TS) District	In Progress
Update Strategic Plan	In Progress
Develop Single Use Plastic Bag Ordinance	In Progress
Review of Diversity, Equity, Inclusion practices and policies within operations	In Progress
Breakdown and Lobby Furniture	In Progress
Park Hills Drainageway Improvement Project	In Progress
Review and amending Chapter 27-710 Wireless Communications Facilities Ordinance	In Progress
Mobility projects from the Northland Area Mobility Study	In Progress
Review to improve onboarding practices	In Progress
Administering workforce housing program	
AV improvements in main meeting room	
Mobility projects from the Pine Grove Mills Small Area Plan Study	
Implementation of strategic communications/community engagement that promotes municipal identity	
Integrate hybrid/electric vehicles into fleet	
Review of Chapter 16, Parks and Recreation with organized and staffed subcommittee comprised of elected, staff, and parks and recreation committee	
Upgrading traffic signals to accommodate visually impaired pedestrians	
Document Management System	
Implementation of succession planning	
Invest in technology for data collection, monitoring, and reporting	
New Records Management System	
Pedestrian Lead Intervals on Traffic Signal	
Phasing equipment to battery electric equipment (mowers, small equipment)	
Review and amend Chapter 10, Part 3 of Noise Ordinance	
Review and amend Chapter 27 to consider permitting home/breen burials	
Review for onsite accreditation	
Review to amend Chapter 25 Trees, Part 1	
Review to amend Chapter 26, Stormwater Management	
Review to consider amending Chapter 27-405 Source Water Protection Overlay District Requirements	
Review to improve minor alteration plan	
Johnson Road/Whitehall Road drainage improvement project	
Review of strategy and practices to enhance recruitment and retainment	
Additional rooftop solar investments	
Comprehensive township wide traffic study	
Disaster Recovery Test	
Greenbriar Development/Deerfield Drive roadside swale improvement project	
Implementation of Developers Agreement	
Review to amend Chapter 21 Streets and Sidewalks, Part 1 Pave Cut and Right-of-Way Occupancy	
Review to improve escrow/LDP Admin Process	
Stormwater fee community partnership program	

On May 1, 2023, at 12:04 PM, Laird, Brett <[blaird@halfmoontwp.us](mailto:blaird@halfmoontwp.us)> wrote:

Hi Centrice,

As you may know the Port Matilda EMS has experienced financial hardships over the past few years, ending in an announcement to close in November 2022. Since that time, the five municipalities that make up the Upper Halfmoon Bald Eagle COG have been attempting to find a funding formula to support the Port Matilda EMS in this trying financial time for all emergency services. It has come to our attention that Port Matilda EMS has primary coverage in a portion of your municipality. Halfmoon is hoping it can count on your municipality to be a part of the funding formula to help keep Port Matilda EMS viable for the years to come.

At its May 11<sup>th</sup> meeting the Halfmoon Township Board of Supervisors will discuss and possibly vote on a funding formula for financial support. This is in an effort to get the ball rolling on a currently stagnant discussion process. For this to happen Halfmoon needs to know if it can count on your municipality for support to be part of the funding formula.

The current proposed formula averages assessed value and population. In the instance of your municipality, where the primary coverage is split between two providers, the total figures are weighted on a percentage of coverage. Attached is a sample formula chart, in this example it is assumed that Port Matilda EMS primarily covers 5% of your municipality.

A few questions would help start the process:

1. What percentage of your total population do you feel is primarily covered by Port Matilda EMS?
2. What funding, if any, do you already provide for the Port Matilda EMS?
3. Is the municipality currently exploring options to provide additional funding?

Thanks,

**Brett G. Laird**

Halfmoon Township Treasurer & Tax Collector

100 Municipal Lane

Port Matilda, PA 16870

Phone: 814-692-9800

Website: [www.halfmoontwp.us](http://www.halfmoontwp.us)

Like Us On Facebook

<image001.png>

<EMS\_FUNDING\_FORMULA.pdf>





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# TOWNSHIP OF FERGUSON

3147 Research Drive • State College, Pennsylvania 16801

Telephone: 814-238-4651 • Fax: 814-238-3454

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## **Public Works Director's Report to the Board of Supervisors (BOS) for the regular meeting on May 15, 2023**

1. **FTPW Capital Improvement Plan 2024 – 2028** – The Public Works Director, with staff support, is preparing the public works portion of the CIP for review by the Manager and BOS.
2. **Public Works Road Crew Activities:** Work planned for the road crew (maintenance section) for the 2-week period starting May 15<sup>th</sup> includes roadway base repairs (patching), stormwater inlet repairs, roadside mowing, street sweeping, starting bike path preparation for sealcoating later this year, one round of mowing in parks (those unactive areas mowed by FTPW).
3. **Arborist and Ferguson Township Tree Commission (FTTC) Activities-** The Tree Commission meets again on May 15<sup>th</sup>. The FTTC will continue their review of the 5-year Urban Forestry Management Plan (aka Tree Plan) (2023 – 2027) prepared by the arborist. The plan will then be brought forward for BOS approval/consent. The arborist continues to lead seasonal workers tasked with roadside mowing and assistance with tree care. Work for the next 2-week period starting May 15<sup>th</sup> includes planting replacement trees in Songbird Sanctuary and Saybrook Park, continued review of land development and subdivision plans, and responding to resident inquiries regarding street trees.
  - a. **Contract 2023-C14 Street Tree Planting** – Work involves replacing 38 dead or damaged street trees. This contract was awarded to Greene's Landscaping. **Work is complete.**
4. **Stormwater** – Activities of the Stormwater Engineer include reviewing stormwater site plans, assisting with capital improvement stormwater designs, preliminary design for MS4 PRP projects, investigating stormwater complaints. The Stormwater Engineer is reviewing best practices for disposal of street sweepings and disposal of water and sediment from storm pipe cleaning operations. **The application period for stormwater fee credits and exemptions is now open.**
5. **Buildings, Work Orders, and Asset Management** –Working on developing the applications and permits for use in TRAISR for driveway permits, pave cut and right of way occupancy permits, tree permits, and small wireless facilities in the right of way permits. Working on refining the depreciation schedule for the building repair sinking fund and capital improvement projections.
6. **Pine Grove Mills Parking Plan** -Engineering staff completed a review of parking opportunities, restrictions, sight distance and has completed a set of plans showing potential

revised parking restrictions and parking opportunities. Staff reviewed the plans with the BOS at a work session on March 8<sup>th</sup>. Staff will revise the plans and present to the BOS at a future regular meeting.

7. **Contract 2018-C20 Park Hills Drainageway** –Staff received the specifications and estimate and special provisions. Staff still needs the project construction schedule from the consultant. In addition FEMA provided a second set of comments on the project application, and the consultant now needs to respond to the FEMA review in anticipation of FEMA approval. This project’s anticipated let date is now delayed until approximately July.
8. **Contract 2018-C20U Park Hills Drainageway Utility relocations:** Prior to constructing channel improvements, certain utilities such as electric and communications must be relocated. This contract was awarded to RAVAN Inc., dba Tru-Tek Drilling. Work is ongoing.
9. **Contract 2019-C21 Pine Grove Mills Street Light Conversion:** This contract was awarded to M&B Services. Work includes rewiring existing ornamental lights in Pine Grove Mills and installing new power supplies and new power cutoffs to allow them to be serviced by FTPW. This work removes the lights from the WPP tariff and installs meters. High pressure sodium lamps will be removed, and the light fixtures retrofitted with 2700K LED lamps. Work includes the installation of underground conduit by directional boring. Work has not yet started in the field.
10. **Contract 2020-C4 Suburban Park** This project includes features shown in the master plan including a perimeter walk path, restoration of a stream channel, installation of bridges. Bids were opened. This contract was awarded to LandServ, Inc. Work has not yet started in the field.
11. **Contract 2020-C18 Science Park and Sandy Drive Signal Design** – Design work was on hold during 2022 given other capital project priorities. This project was discussed during the CIP review by the BOS and final design and bidding is deferred to 2024. Preliminary design may progress in 2023.
12. **Contract 2021-C16 Chesapeake Bay Pollutant Reduction Plan (CBPRP) Design and Permitting** – In compliance with our MS4 permit and CBPRP, certain projects need to be advanced through the design and permitting phase. The stormwater engineer reviewed the MS4 Pollutant Reduction Plan and conducted site visits to evaluate projects. The section of Slab Cabin Run between Chestnut Street and SR45 and the tributary to Beaver Branch in the Piney Ridge neighborhood continue to be viewed favorably as candidate projects by the Stormwater Engineer and PaDEP. There may be a possibility for a partnership with Pa Fish and Wildlife on the Beaver Branch tributary project. Surveying started. The Stormwater Engineer conducted a site visit on March 14<sup>th</sup> with representatives of PaDEP and Fish and Boat to review project design concepts. Staff prepared a Request for Proposal for Professional Design Services for solicitation to select firms. The proposal will include a preliminary design of the improvement projects.
13. **Contract 2022-C16 Audible Pedestrian Signal (APS) Push Buttons** – This project (in design) includes upgrades to the traffic signals at the College/Bristol intersection and the

College/Blue Course intersection to install audible pedestrian signals. An APS provides audible information along with the visual indicators to let blind pedestrians know when to safely cross an intersection. Design is complete, however a review indicates that much of the proposed improvements at College and Blue Course Drive would be installed only to be removed within the year if development plans move forward for a Rutters at this intersection given planned transportation improvements for the development. Staff is proceeding to design and bid the improvements at College/Bristol intersection and deferring the improvements at College/Blue Course until after plans for Rutters are finalized. Should the land development plan for Rutters come to fruition, the intersection improvements may be constructed by the developer. [Bids were opened for this project. Refer to separate memorandum to the Board of Supervisors recommending rejecting the bid.](#)

14. **Contract 2022-C20 Admin Building HVAC** –This project includes replacing the existing energy recovery unit or direct outside air unit (DOAU) on the roof of the administration building. The notice of award was sent to Myco Mechanical. Bonds are received and a contract executed. A notice to proceed was issued. Myco Mechanical is submitting shop drawings to Barton Associates for review and approval. The unit was set with a crane on April 25<sup>th</sup>. [The new air handling unit is in operation. Punchlist items remain.](#)
15. **Contract 2022-C21 Pine Grove Mills Bike and Pedestrian Improvements (TASA grant)** – The Township received notice of a \$700,000 grant award for construction and inspection of this project to improve bicycle and pedestrian mobility. At the regular BOS meeting on March 21, 2023 the BOS authorized the Manager to sign a professional services agreement with McCormick Taylor based on a revised scope of work to include a bikelane/widening on SR45 from approximately Deepwood Drive to Ross Street, a new section of sidewalk on the west side of SR26 near Chestnut Street, legends, signs, and pavement markings.
16. **Contract 2023-C1 Street Improvement Project (Blue Course Drive between Circleville Road and Martin Street)** – The scope of this project has been revised to remove a rectangular rapid flashing beacon and pedestrian refuge on Blue Course Drive (the improvements from the Northland Center Mobility Study). The bus stop will be relocated based on recent correspondence and conversations with CATA. Staff will continue with the design of pavement repairs, new wearing surface pavement, and drainage repairs for this section of roadway. An open house was held on April 4th. Bids were opened. [This work was awarded to HRI. Work has not yet begun.](#)
17. **Contract 2023-C3 Pipe Lining** – Preliminary design work has started for this project which involves lining deteriorating storm pipe based on inspection results. Staff were requested by representatives of the Thoroughbred Crossing HOA to allow the HOA to piggyback on this contract. The concept of piggybacking allows the HOA to take advantage of the contract mechanism and terms and pricing. The advantage to the Township is assurance that HOAs are taking care of their privately owned storm pipe system. Public and private storm systems often commingle storm water as it flows downhill from development to stormwater facility and interconnections before ultimate discharge. Staff met with the HOA representatives to discuss details. Staff also consulted with the Township solicitor. Staff will prepare the contract for 2023 to allow piggybacking.

- 18. Contract 2023-C4 Cherry Lane School Zone Flasher** – Preliminary design work has begun. An open house was held on April 4<sup>th</sup>.
- 19. Contract 2023-C5 CCTV Pipe Inspection** – Annually the Township prepares a contract and accepts bids to perform storm pipe inspections. Preliminary design work has started for this project. Staff were requested by representatives of the Thoroughbred Crossing HOA to allow the HOA to piggyback on this contract. The concept of piggybacking allows the HOA to take advantage of the contract mechanism and terms and pricing. The advantage to the Township is assurance that HOAs are taking care of their privately owned storm pipe system. Public and private storm systems often commingle storm water as it flows downhill from development to stormwater facility and interconnections before ultimate discharge. Staff met with the HOA representatives to discuss details. Staff also consulted with the Township solicitor. Staff will prepare the contract for 2023 to allow piggybacking.
- 20. 2023-C6 Curb and Ramp Upgrades** – To maintain compliance with ADA standards, annually the Township evaluates ramps abutting roads to be paved or microsurfaced and prepares a contract to repair ramps that do not meet current standards. This contract was awarded to Big Rock Paving. Work is expected to be completed in June.
- 21. Contract 2023-C7c Asphalt and Aggregate** – Annually the Township bids aggregate, and asphalt based on our estimated needs. [Aggregate was awarded to Heidelberg Materials Northeast LLC and asphalt was awarded to Glenn O. Hawbaker.](#)
- 22. Contract 2023-C8 Pavement Markings** – Each year the Township prepares a contract and accepts bid for pavement markings including long lines and legends. Nearly a dozen municipalities piggy back on this contract each year. This contract was awarded to Alpha Space Control. The contractor typically mobilizes twice and performs work in the spring and in the fall.
- 23. Contract 2023-C9 Microsurfacing** – This work is bid each year and typically performed in late July when school is out of session and temperatures are favorable for this type of work. Work includes the placement of two layers of a slurry of fine aggregate, minerals, asphalt emulsion and water on the pavement surface as a preventative maintenance measure to cost effectively extend the life of the pavement. This contract was awarded to Asphalt Paving Systems. Work is expected to take place June through August.
- 24. Contract 2023-C10 Sealcoating** – Each year bikepaths aka shared use paths are inspected and candidates are selected to receive a seal coat. Prior to sealcoating, defective pavement is repaired, and grass is trimmed from the edges. Preliminary design work has started for this project.
- 25. Contract 2023-C11 Sidewalk Repairs** – FTPW Engineering Section will inspect a portion of the public sidewalks each year. Property owners are sent notices to fix deficient sidewalk sections and given an opportunity to fix it themselves or have the Township perform the work by contract and bill the property owner. Inspections are in progress.



# TOWNSHIP OF FERGUSON

3147 Research Drive • State College, Pennsylvania 16801  
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## PLANNING & ZONING DIRECTOR'S REPORT

Tuesday, May 16, 2023

### LAND DEVELOPMENT PLANS AND OTHER PROJECTS

1. Active Plans are listed below for the Board of Supervisors (5/10/2023).
  - **The Peace Center/Cemetery—Islamic Society Preliminary Land Development Plan**  
(24-004-078C-0000)
  - **Imbt Preliminary Subdivision Plan**  
(24-004-017A-0000)
  - **1004 West College Avenue Vertical Mixed-Used Preliminary Land Development Plan**  
(24-002A-051-0000)
  - ~~165 Volos Lane Minor Land Development Plan~~  
(24-007-016-0000)
  - **Salvation Baptist Church Preliminary Land Development Plan**  
(24-004-078-0000)
  - **All Washed Up Auto Spa**  
(24-012-023-0000 & 24-012-022-0000)
  - **125 East Pine Grove Hall Land Development Plan**  
(24-009A-030-0000)
  - **LeCrone—West College Avenue Replot Minor Subdivision Plan**  
(24-004-079H-0000 and 24-004-079I-0000)
  - **1900 Circleville Road Preliminary Land Development Plan**  
(24-004-,010-,0000-)
  - **LeCrone—West College Properties Preliminary Land Development Plan**  
(24-004-079H-0000)
  - **180 Science Park Court Minor Subdivision Plan**  
(24-001A-054-0000)
  
2. PZ Director attended the Leadership Team meeting, met with the Director of Code about the Property Maintenance Code Updates, attended a webinar about updates to Manufactured Homes in Pennsylvania, attended the NUPAC Meeting, attended the Centre County Housing and Land Trust meeting, met with Centre Region Parks and Recreation to discuss the Whitehall Road Regional Park land development plan, met with the PW Director to review the Hummel Subdivision, and attended the Joint LUCI & CRPC Meeting.

3. PZ Staff attended Bi-Weekly TSD Rewrite meeting with Mackin Engineering, met to review the draft TSD Ordinance amendment and provided comments back to Mackin Engineering, attended the Safety Training and Review Causes of Loss', CRPA/Municipal/County Staff Meeting, T2 Systems meeting, met with applicants about a potential subdivision plan.
4. The Zoning Administrator is out of the office May 8 – May 12 for a Floodplain Conference.

### **PLANNING COMMISSION**

The Planning Commission will meet May 22, 2023 to review the draft Workforce Housing Ordinance Amendment.

### **ZONING HEARING BOARD**

The Zoning Hearing Board met April 25, 2023, for a Variance Hearing for:

#### **1. 3189 West Pine Grove Road (24-008-005-0000)**

On March 23, 2023, Derek Lucas submitted an application for a variance hearing at 24-008-008A-0000 and 24-008-005-0000. The property is zoned Rural Agricultural (RA), and the application is requesting variances from the minimum 50-acre lot size requirement (§27-205.1) and the result of this subdivision would create two nonconforming lots (§27-205.1) which is not permitted in the Zoning Ordinance.

The applicant would like to adjust the lot line between tax parcel 24-008-008A-0000 (0.17 AC reduction) and 24-008-005-0000 (0.17 AC addition) in order to remediate two nonconforming sheds and fence in ownership of Mr. Lucas. At the time the property was purchased by Mr. Lucas, it was believed that the sheds and fence were located on his property. After the completion of a survey, it was determined that the two sheds and fence were encroaching onto the lands of David G. Burket Living Trust (24-008-008A-0000). The Zoning Hearing Board **granted** the variance request.

The Zoning Hearing Board will have a hearing on May 23, 2023, for an appeal, a validity challenge and variance for:

#### **2. 1004 West College Avenue (24-002A-057-0000)**

On March 24, 2023, Charles Suhr, Stevens & Lee, submitted an application for an appeal hearing at 24-002A-057-0000, on behalf of the property owner, 1004 West College LLC. The property is zoned Terraced Streetscape (TS).

The applicant is appealing the Director of Planning & Zoning's determination of §27-304.3.B.(3) which permits applicants to designate 15% of the residential units in a vertical mixed-use building as age-restricted units, then an additional 20 feet (75 feet) of height may be added to the permitted maximum height (55 feet) and §27-716, Workforce Housing, which requires that workforce units either be built on site, a fee-in-lieu, or built off-site.

The applicant is proposing to restrict the age-restricted units to at least one individual be 21 years and older and is appealing the amount of Fee-in-Lieu the applicant would need to pay for the Workforce Units that would be required with the proposed development.

**3. 2616 Tadpole Road (24-006-046B-0000)**

On April 24, 2023, Merle Eyer submitted an application for a variance hearing at 24-006-046B-0000. The property is zoned Rural Residential (RR). The applicant is requesting a variance from the RR setback requirements to add an addition to the 20' x 30' existing structure. The addition would extend into the setback by 10'.

The Zoning Hearing Board held a Zoning Officer Determination Appeal Hearing at the August 23, 2022, meeting:

**1. Nixon Road (24-003-007M-0000)**

On June 29, 2022, C. Anthony Fruchtl, Penn Terra Engineering, Inc. submitted an application for an appeal hearing at 24-003-007M-0000, on behalf of the property owner, Lindsey Kiefer. The property is zone Rural Agricultural (RA), and the applicant is appealing the Zoning Administrator's application of the Riparian Buffer Overlay Zoning District regulations. The Zoning Administrator has determined that a storage of land clearing material is not a permitted use within the Riparian Buffer and as a result, denied the Zoning Permit Application. The applicant provided additional information that was requested by staff and the Board referred the review back to the Zoning Officer in light of the new information provided.

**The Zoning Hearing Board met November 16, 2022, to hear the appeal for the property located at 24-003-007M-0000. The applicant agreed to a six (6) month tolling agreement.**

**PINE GROVE MILLS SMALL AREA PLAN ADVISORY COMMITTEE**

The Pine Grove Mills Small Area Plan Advisory Committee met April 27, 2023, to review zoning ordinance amendments and sign ordinance amendments. The Committee made a motion to refer the zoning ordinance amendment and sign ordinance amendment to the Board of Supervisors to refer the amendments to Planning Commission.

The Committee also reviewed and approved the Pine Grove Mills Streetlight Banner designs and made a motion to purchase the signs.



## FERGUSON TOWNSHIP POLICE DEPT.

3147 Research Drive • State College, Pennsylvania 16801  
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### MEMO

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**TO:** Centrice Martin, Township Manager

**FROM:** Sgt. Ryan L. Hendrick per Chief John Petrick

**DATE:** April 2023

**REFERENCE:** April monthly report

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Attached is a summary of the police department activity for the month of April 2023. Each member of the police department, sworn and unsworn, play a vital role in our agency's success.

Administrative Assistant Holliday completed all UCR reports and statistics and Administrative Assistant Harter compiled the departments traffic information. I obtained other pertinent information, assembled, finalized, and submitted this board report.

*Ryan L. Hendrick*





FERGUSON TOWNSHIP POLICE DEPARTMENT

April 2023 Calls for Service

Part I Crimes Summary	Previous Month April 2022	Current Month April 2023	Previous YTD April 2022	Current YTD April 2023
Homicide	0	0	0	0
Rape	1	1	2	3
Robbery	0	0	1	1
Assault	5	6	15	23
Burglary	0	0	2	8
Theft	7	8	29	18
Auto Theft	1	0	1	0
Arson	0	0	0	0
<b>Total</b>	<b>14</b>	<b>15</b>	<b>50</b>	<b>53</b>

Part II Crimes Summary	Previous Month April 2022	Current Month April 2023	Previous YTD April 2022	Current YTD April 2023
Forgery	0	0	0	2
Fraud	2	6	13	25
Embezzlement	0	0	0	0
Receiving Stolen Property	0	0	0	0
Criminal Mischief	0	2	10	10
Weapons Violation	0	0	0	0
Prostitution and Commercialized Vice	0	0	0	0
Sex Offense	0	0	0	2
Drug Violation	3	0	7	6
Offenses Against Family	0	0	0	1
DUI	3	4	7	10
Liquor Laws (minors law, furnishing, false ID)	0	0	2	1
Public Intoxication	0	1	5	4
Disorderly Conduct	24	21	84	69
Vagrancy	0	0	0	0
All Other Criminal	3	9	8	15
<b>Total</b>	<b>35</b>	<b>43</b>	<b>136</b>	<b>145</b>

Total Crimes	Previous Month April 2022	Current Month April 2023	Previous YTD April 2022	Current YTD April 2023
Part I Crimes	14	15	50	53
Part II Crimes	35	43	136	145
<b>Total</b>	<b>49</b>	<b>58</b>	<b>186</b>	<b>198</b>



FERGUSON TOWNSHIP POLICE DEPARTMENT

April 2023 Calls for Service

Other Calls for Service	Previous Month April 2022	Current Month April 2023	Previous YTD April 2022	Current YTD April 2023
Vehicle Code - Crashes	28	20	103	86
Vehicle Code - Other Traffic Incidents	45	51	169	173
Health and Safety – EMS Assist	53	79	276	279
Health and Safety – Fire Assist	9	12	34	31
Other Health and Safety Incidents	25	39	78	122
Alarms	17	14	53	52
Suspicious Activity	28	31	124	111
Unsecure Property	0	2	1	7
Found Property	5	1	15	9
Lost Property	2	3	9	22
Community Relations/ Crime Prevention	6	9	22	21
Car Seat Check	2	0	3	7
School Check	19	20	72	95
Township Ordinances	3	3	31	17
Request for Assistance – Attempt to locate	5	7	13	19
Request for Assistance – Can-Help	0	0	1	0
Request for Assistance – Civil Matter	8	15	32	40
Request for Assistance - Other	47	50	191	181
Missing Persons/ Runaways	1	1	2	1
Animal Complaints	12	12	44	34
Department Information	8	2	19	15
Assist Other Agencies	17	26	72	69
<b>Total</b>	<b>340</b>	<b>397</b>	<b>1364</b>	<b>1391</b>

Total Calls for Service	Previous Month April 2022	Current Month April 2023	Previous YTD April 2022	Current YTD April 2023
Part I Crimes	14	15	50	53
Part II Crimes	35	43	136	145
Other Calls for Service	340	397	1364	1391
<b>Total</b>	<b>389</b>	<b>455</b>	<b>1550</b>	<b>1589</b>



**FERGUSON TOWNSHIP POLICE DEPARTMENT**

April 2023

	2022	2023	Previous YTD	Current YTD	Notes:
<b>Traffic Citations</b>	41	99	151	337	
<b>Parking Tickets</b>	71	5	195	42	APRIL 2023 PD ONLY. Does not include OEO
<b>Traffic Stops</b>	187	289	790	1137	
<b>Criminal Arrests</b>	6	10	23	38	
<b>Supplements</b>	84	118	400	476	
<b>Hearings</b>	11	10	34	43	
<b>Med Return</b>	16.91	37.98	86.66	83.52	

*Note:*

- *Traffic Stops may not include pre scheduled selective enforcement details where two or more police vehicles are assigned for specific enforcement purposes (such as Aggressive Driving Grant details).*
- *Criminal Arrests are the number of people arrested, not the number of charges, counts or cases cleared. These include arrests made at the time of the incident as well as those filed after an extended investigation.*

- Officers investigated a reported missing 22YOF PSU international student. She was located and was fine.
- Officers issued a summary citation for a 54 YOF for harassment.
- Officers issued citations for disorderly conduct for two juveniles who had thrown objects at a residents house several times. Officers encouraged community service through the courts.
- Officers conducted DUI enforcement patrols over the Blue/White weekend in targeted areas. Two DUI arrests were made.

- Officers conducted a warrant service day in which they served summary warrants for a variety of traffic and non-traffic offenses. Nineteen warrants were served. More individuals with summary warrants turned themselves in to the court after hearing about the service of warrants by officers.
- Charges are pending on a 35 YOM after a road rage incident in which the male pointed a gun at the other driver.

### **Investigations:**

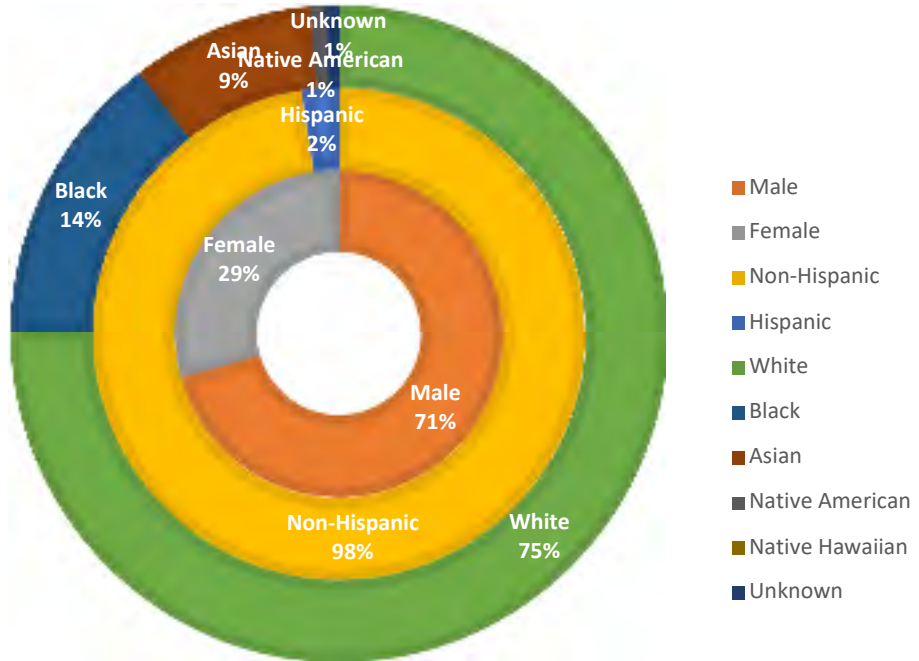
- Detectives are investigating a theft in which an ex-boyfriend allegedly stole funds from a bank account of the relationship had ended.
- Detectives are investigating a fraud with a reported loss of \$45,000. The fraud appears to have originated from China.
- Detectives arrested a 35 YOM for burglary, trespass and theft. The male broke into a business and stole scrap metal.
- Detectives are investigating an internal theft by an employee at a local convenience store.

### **Community Relations:**

- Chief Petrick along with Officers Rose and Embser participated in a Coffee and Conversation at Discovery Space. This event is used to allow members of the public to interact with employees of Ferguson Township.
- Chief Petrick had the opportunity to meet with the following community pastors: Paul Tomkiel (Saint Paul Lutheran Church), Pastor Aaron Henning, (State College Alliance Church), and Pastor Lori Steffensen (Fairbrook UMC).
- Sergeant Hendrick conducted a threat assessment at a church and a daycare. These assessments are conducted for any place of worship or business. They offer suggestions to make the facility safer.
- Chief Petrick was a guest speaker at the Ferguson Township Lions Club meeting.

- Officers assisted in the Blue White Run by being at the finish line with athletes to remind runners who the run supports and the strong partnership with Law Enforcement and Special Olympics.
- Cpl. Laudenslager attended Arbor Day events with Ferguson Township Public Works at Tudek Park. Officers interacted with residents and children attending the event.

## APRIL 2023 TRAFFIC/PERSONS/BICYCLE STOPS



Total Persons	289
Male	204
Female	85
Non-Hispanic	282
Hispanic	7
White	217
Black	42
Asian	26
Native American	2
Native Hawaiian	0
Unknown	2



# Arrest Distribution Report

Printed On: 05/03/2023

Beginning Date: 04/01/2023

Ending Date: 04/30/2023

Page 1 of 1

## Arrestee Race

Agency: FERGUSON TOWNSHIP

Offense: All

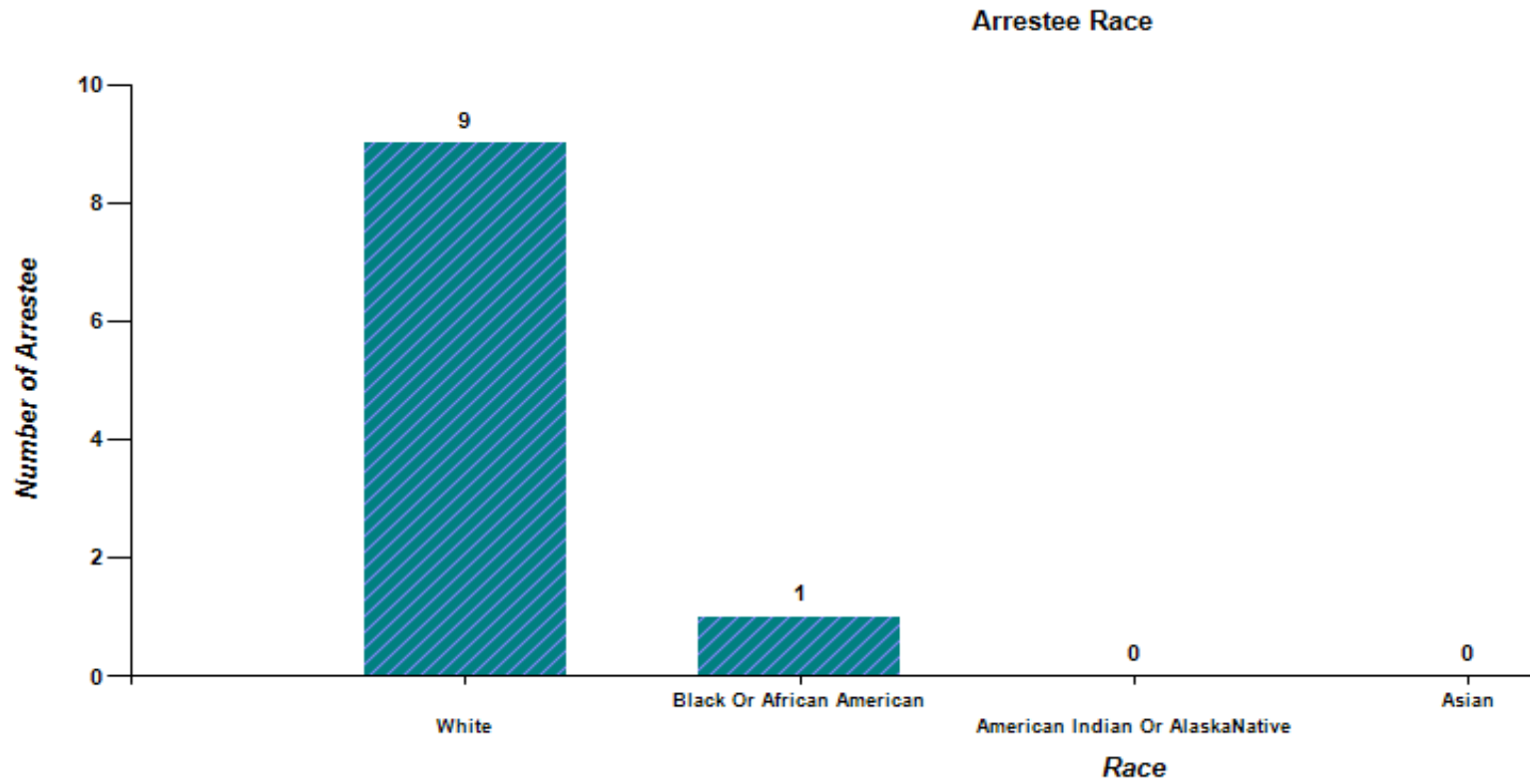
Offense	White	Black Or African American	American Indian Or AlaskaNa	Asian	Native Hawaiian Or Other	Total
Aggravated Assault	1	-	-	-	-	1
Burglary	1	-	-	-	-	1
Larceny - Theft	1	-	-	-	-	1
Other Assaults	2	-	-	-	-	2
Fraud	-	1	-	-	-	1
Disorderly Conduct	2	-	-	-	-	2
All Other Offenses	2	-	-	-	-	2
<b>Total</b>	<b>9</b>	<b>1</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>10</b>



# Arrest Distribution Report

Beginning Date: 04/01/2023

Ending Date: 04/30/2023







# Arrest Distribution Report

Printed On: 05/03/2023

Beginning Date: 04/01/2023

Ending Date: 04/30/2023

Page 1 of 1

## Arrestee Ethnicity

Agency: FERGUSON TOWNSHIP

Offense: All

Offense	Hispanic Or Latino	Not Hispanic Or Latino	Total
Aggravated Assault	-	1	1
Burglary	-	1	1
Larceny - Theft	-	1	1
Other Assaults	-	2	2
Fraud	-	1	1
Disorderly Conduct	-	2	2
All Other Offenses	-	2	2
<b>Total</b>	-	<b>10</b>	<b>10</b>

Arrestee Ethnicity



Arrestee Ethnicity





# Arrest Distribution Report

Beginning Date: 04/01/2023

Ending Date: 04/30/2023

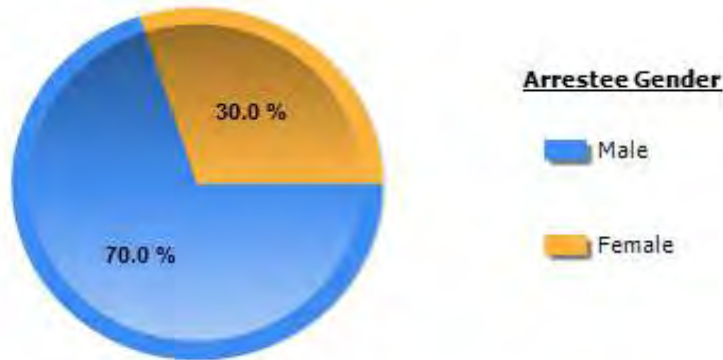
## Arrestee Gender

Agency: FERGUSON TOWNSHIP

Offense: All

Offense	Male	Female	Total
Aggravated Assault	1	-	1
Burglary	1	-	1
Larceny - Theft	-	1	1
Other Assaults	1	1	2
Fraud	-	1	1
Disorderly Conduct	2	-	2
All Other Offenses	2	-	2
<b>Total</b>	<b>7</b>	<b>3</b>	<b>10</b>

Arrestee Gender



## April 2023 Ferguson Township Police Use of Force Report- Total: 10

Nature	Incident	Contact or caller	Reported
<b><u>ALCOHOL (4)</u></b>			
ALCOHOL <b>Handcuffing</b>	23FT02559	23 YOM ARRESTED FOR DUI	02:27:57 04/23/23
ALCOHOL <b>Handcuffing</b>	23FT02495	22 YOF ARRESTED FOR DUI	03:31:59 04/21/23
ALCOHOL <b>Handcuffing</b>	23FT02346	22 YOF ARRESTED FOR DUI	22:52:26 04/15/23
ALCOHOL <b>Handcuffing</b>	23FT02142	21 YOM ARRESTED FOR DUI	02:05:06 04/07/23
<b><u>ASSAULT (1)</u></b>			
ASSAULT <b>Handcuffing</b>	23FT02509	MALE RESISTED ARREST DURING PFA VIOLATION	14:07:16 04/21/23
<b><u>HLTHSFTY (1)</u></b>			
HLTHSFTY <b>Handcuffing/MHID</b>	23FT02540	ALCOHOL OVERDOSE MHID	19:43:50 04/22/23
<b><u>OUTAGNCYASST (2)</u></b>			
OUTAGNCYASST	23FT02107	ASSIST PTPD WITH BURGLAR ALARM AND OPEN DOOR <b>Firearm displayed</b>	21:09:29 04/05/23
OUTAGNCYASST	23FT02019	ASSIST PTPD W/ LOCATING 10 YOM <b>Control technique</b>	18:38:35 04/02/23
<b><u>PFAVIOLATION (1)</u></b>			
PFAVIOLATION <b>Handcuffing</b>	23FT02507	PFA VIOLATION	14:07:11 04/21/23
<b><u>WARRANTSERVICE (1)</u></b>			
WARRANTSERVICE <b>Handcuffing</b>	23FT02614	OPERATOR STOPPED WITH 24 WARRANTS	08:28:47 04/26/23

## Record List - Total:744

Contact or caller	Nature	Area	Reported	Incident
<b>911DUP (2)</b>				
INCIDENT PULLED IN ERROR.	911DUP	FT1B3	13:44:08 04/07/23	23FT02153
DISPATCH ERROR	911DUP		01:25:34 04/02/23	23FT02008
<b>911NOVOICE (5)</b>				
911 NO VOICE	911NOVOICE	FT2F1	15:59:36 04/28/23	23FT02671
911 NO VOICE AT SCHOOL	911NOVOICE	FT3J1	14:59:41 04/27/23	23FT02648
ACCIDENTAL CALL TO 911	911NOVOICE	FT1B1	08:18:18 04/23/23	23FT02547
911 NO VOICE	911NOVOICE	FT1E1	16:14:54 04/17/23	23FT02400
ACCIDENTAL 911 CALL	911NOVOICE	FT1F2	22:22:48 04/14/23	23FT02321
<b>ALARM BURGLAR (12)</b>				
WORKERS ON CONSTRUCTION SITE	ALARM BURGLAR	FT2G1	07:22:33 04/30/23	23FT02718
BURGLAR ALARM	ALARM BURGLAR	FT1A1	03:19:18 04/21/23	23FT02494
DOOR ALARM - OWNER SET IT OFF	ALARM BURGLAR	FT2H1	12:37:11 04/16/23	23FT02367
MALE SEEN ON JOB SITE	ALARM BURGLAR	FT2G1	06:41:00 04/16/23	23FT02365
MOTION ALARM	ALARM BURGLAR	FT1E1	17:03:07 04/13/23	23FT02286
BURGLAR ALARM	ALARM BURGLAR	FT1E1	02:41:08 04/12/23	23FT02245
BURGLAR ALARM	ALARM BURGLAR	FT1E1	01:44:48 04/12/23	23FT02241
ALARM	ALARM BURGLAR	FT2G1	08:41:16 04/11/23	23FT02224
MOTION ALARM.	ALARM BURGLAR	FT2G1	18:57:32 04/09/23	23FT02188
BURGLAR ALARM ACTIVATION	ALARM BURGLAR	FT2H1	23:30:11 04/07/23	23FT02167
RESIDENTIAL BURGLAR ALARM	ALARM BURGLAR	FT2H1	18:11:21 04/07/23	23FT02160
ALARM-CAMERA REPORTED.	ALARM BURGLAR	FT2G1	20:21:44 04/04/23	23FT02078
<b>ALARMFIREPDONLY (1)</b>				
POSSIBLE HOME FIRE ALARM. UNFOUNDED.	ALARMFIREPDONLY	FT3N1	15:32:31 04/05/23	23FT02102
<b>ALARMUNKTYPE (1)</b>				
ALARM UNKNOWN	ALARMUNKTYPE	FT1A1	03:00:32 04/02/23	23FT02010
<b>ALCOHOL (5)</b>				
23 YOM ARRESTED FOR DUI	ALCOHOL	FT3H1	02:27:57 04/23/23	23FT02559
56 YOF ALCOHOL OVERDOSE MHID	ALCOHOL	FT1B1	22:22:31 04/22/23	23FT02542
22 YOF ARRESTED FOR DUI	ALCOHOL	FT1F1	03:31:59 04/21/23	23FT02495
22 YOF ARRESTED FOR DUI	ALCOHOL	FT1F1	22:52:26 04/15/23	23FT02346
21 YOM ARRESTED FOR DUI	ALCOHOL	FT1B1	02:05:06 04/07/23	23FT02142
<b>ANIMAL (12)</b>				
LOST DOG	ANIMAL	FT2G1	11:02:22 04/28/23	23FT02664
SICK SKUNK NEAR RESIDENCE	ANIMAL	FT1C1	17:36:21 04/26/23	23FT02624
NESTING DUCK	ANIMAL	FT2I2	20:14:39 04/15/23	23FT02345
STRAY DOG	ANIMAL	FT2G1	11:20:37 04/14/23	23FT02301
DOG AT LARGE	ANIMAL	FT1C1	19:22:51 04/13/23	23FT02288
THIRD PARTY REPORT OF TWO DOGS FIGHTING	ANIMAL	FT1C1	17:24:59 04/13/23	23FT02287
DOGS IN LOCKED VEHICLE	ANIMAL	FT1B1	12:06:27 04/11/23	23FT02229
HANDLED BY OEO	ANIMAL	FT3T1	08:24:55 04/11/23	23FT02223
CONCERN ABOUT SKUNK ON PUBLIC PROPERTY.	ANIMAL	FT1E1	19:38:37 04/10/23	23FT02212
DOG AT LARGE-LOCATED	ANIMAL	FT2H1	17:30:55 04/07/23	23FT02158
POSSIBLE COYOTE IN THE AREA	ANIMAL	FT2H1	07:47:58 04/04/23	23FT02059
DOG ATTACKED BY NEIGHBOR'S DOGS	ANIMAL	FT3K1	12:47:10 04/02/23	23FT02016
<b>ASSAULT (4)</b>				
MALE PUNCHED COMPLAINANT	ASSAULT	FT1B2	21:36:32 04/24/23	23FT02580
PHYSICAL ASSAULT, WARRANT ISSUED	ASSAULT	FT2I2	04:28:32 04/23/23	23FT02548
MALE RESISTED ARREST DURING PFA VIOLATION	ASSAULT	FT2G2	14:07:16 04/21/23	23FT02509
DOMESTIC-FEMALE HELD KNIFE	ASSAULT	FT1B1	06:34:54 04/20/23	23FT02467
<b>ASSAULT EARLIER (3)</b>				
DRIVER POINTED GUN AT VEHICLE	ASSAULT EARLIER	FT2G1	15:53:11 04/21/23	23FT02508
MALE HIT AND KICKED BY FEMALE	ASSAULT EARLIER	FT1C1	16:07:03 04/11/23	23FT02233

SEXUAL ASSAULT	ASSAULT EARLIER	FT2I2	15:45:00 04/01/23	23FT01999
<b>BADCHECKS (1)</b>				
BAD CHECK	BADCHECKS	FT1E1	14:21:24 04/12/23	23FT02252
<b>COMMRELATIONS (9)</b>				
ARBOR DAY AT TUDEK PARK	COMMRELATIONS	FT1B1	15:54:40 04/29/23	23FT02697
THREAT ASSESMENT AT DAYCARE	COMMRELATIONS		09:30:52 04/25/23	23FT02586
RUN/HIDE/FIGHT TRAINING FOR SENIOR CITIZEN GROUP	COMMRELATIONS	FT2H1	09:44:21 04/19/23	23FT02439
RUN/HIDE/FIGHT DRILL	COMMRELATIONS	FT2G1	08:49:03 04/19/23	23FT02435
THREAT ASSESMENT AT CHURCH	COMMRELATIONS	FT2E1	09:56:26 04/18/23	23FT02412
PSU SPECIAL OLYMPICS DETAIL	COMMRELATIONS	UUP05	10:56:57 04/16/23	23FT02366
PRE-SCHOOL PRESENTATION ON PUBLIC SAFETY	COMMRELATIONS	FT2H1	08:58:15 04/11/23	23FT02225
INTERNET/PERSONAL SAFETY PRESENTATION AT SCHOOL	COMMRELATIONS	FT1E1	09:21:36 04/03/23	23FT02035
COFFEE AND CONVERSATION	COMMRELATIONS	FT1B1	07:57:19 04/01/23	23FT01990
<b>CRIMMISCHIEF (2)</b>				
DAMAGE TO ITEMS ON CALLER'S PROPERTY	CRIMMISCHIEF	FT3J2	10:29:43 04/20/23	23FT02473
GRAFFITI IN DRAINAGE DITCH	CRIMMISCHIEF	FT2G1	15:35:25 04/11/23	23FT02232
<b>DEPTINFO (2)</b>				
REQUESTING CHECKS OF LOT AT NIGHT.	DEPTINFO	FT2F1	11:33:30 04/27/23	23FT02643
SAFE KEEPING OF FIREARMS	DEPTINFO	FT2H1	12:52:42 04/18/23	23FT02421
<b>DISORDERLYCOND (16)</b>				
LOUD MUSIC	DISORDERLYCOND	FT1A1	03:12:47 04/28/23	23FT02659
LOUD MUSIC/VOICES	DISORDERLYCOND	FT1F2	01:07:35 04/21/23	23FT02492
REPORT OF LOUD MUSIC	DISORDERLYCOND	FT2I2	20:58:37 04/20/23	23FT02486
REPORT OF LOUD PARTY	DISORDERLYCOND	FT2I2	16:54:58 04/16/23	23FT02371
REPORT OF LOUD BASS	DISORDERLYCOND	FT2G1	17:14:52 04/15/23	23FT02341
JUVENILES THROWING OBJECTS AT RESIDENCE	DISORDERLYCOND	FT2G1	22:04:02 04/14/23	23FT02320
LOUD PARTY	DISORDERLYCOND	FT2I2	18:47:02 04/14/23	23FT02311
LOUD MUSIC	DISORDERLYCOND	FT2I2	03:09:17 04/09/23	23FT02177
LOUD MUSIC	DISORDERLYCOND	FT2I2	02:14:06 04/08/23	23FT02170
LOUD MUSIC	DISORDERLYCOND	FT2I2	23:22:41 04/06/23	23FT02136
FEMALE SCREAMING AT HERSELF IN HER APARTMENT	DISORDERLYCOND	FT1A1	02:33:22 04/06/23	23FT02114
LOUD MUSIC	DISORDERLYCOND	FT2I2	02:02:52 04/06/23	23FT02111
LOUD MUSIC	DISORDERLYCOND	FT1B2	23:51:13 04/05/23	23FT02109
LOUD VOICES	DISORDERLYCOND	FT1C1	21:08:50 04/02/23	23FT02023
VEHICLES IN PARKING LOT PLAYING LOUD MUSIC	DISORDERLYCOND	FT2I2	04:16:05 04/01/23	23FT01988
LOUD MUSIC	DISORDERLYCOND	FT2G1	04:12:12 04/01/23	23FT01987
<b>DOMESTICDISPUTE (5)</b>				
VERBAL DOMESTIC DISPUTE	DOMESTICDISPUTE	FT1B1	13:40:45 04/16/23	23FT02368
VERBAL DOMESTIC DISPUTE	DOMESTICDISPUTE	FT2M1	21:30:06 04/10/23	23FT02217
10 YOM OUTBURST/MHID	DOMESTICDISPUTE	FT3J1	20:04:09 04/09/23	23FT02190
HUSBAND/WIFE VERBAL DOMESTIC	DOMESTICDISPUTE	FT2E1	21:45:32 04/03/23	23FT02052
VERBAL DOMESTIC	DOMESTICDISPUTE	FT1C1	03:54:24 04/02/23	23FT02011
<b>DRUGLAW (1)</b>				
MARIJUANA SMOKING PIPE SEIZED	DRUGLAW	FT1B1	02:02:18 04/13/23	23FT02269
<b>FRAUD (5)</b>				
INTERNET SCAM	FRAUD	FT3Q1	13:33:52 04/28/23	23FT02667
FRAUD \$45,000.00 LOST	FRAUD	FT1F2	20:32:50 04/24/23	23FT02575
PHONE SCAM	FRAUD	FT1F2	09:42:24 04/22/23	23FT02531
FRAUDULENT WITHDRAWAL FROM BANK	FRAUD	FT2H1	09:36:26 04/13/23	23FT02274
REPORTED FRAUDULENT ACTIVITY ON DEBIT ACCOUNT	FRAUD	FT2I2	19:22:11 04/04/23	23FT02076
<b>HARASSMENT (5)</b>				
FORMER FRIEND KEEPS CALLING	HARASSMENT	FT3P1	22:02:50 04/22/23	23FT02541
THREATENING VOICEMAILS	HARASSMENT	FT1B1	15:40:04 04/17/23	23FT02398
MALE THREATENED BICYCLIST	HARASSMENT	FT2G1	20:20:50 04/13/23	23FT02290

14 YOM BEING HARASSED ONLINE	HARASSMENT	FT1C1	20:03:29 04/10/23	23FT02214
EX BOYFRIEND HARASSING VICTIM	HARASSMENT	FT1B1	15:01:15 04/04/23	23FT02069

**HLTHSFTY (32)**

CRASH NOTIFICATION FROM INSURANCE	HLTHSFTY	FT1F2	20:16:09 04/29/23	23FT02702
WOMAN SAY PEOPLE LOOKING INTO HER HOME	HLTHSFTY	FT1A1	19:53:56 04/28/23	23FT02673
31 YOF PANIC ATTACK	HLTHSFTY	FT2G1	10:55:56 04/27/23	23FT02640
19 YOF SUICIDAL IDEATIONS	HLTHSFTY	FT2F1	09:53:15 04/24/23	23FT02565
83 YOF WAIVING DOWN TRAFFIC FOR A RIDE	HLTHSFTY	FT2G1	09:06:18 04/24/23	23FT02564
RESIDENT YELLING INSIDE APARTMENT - MHID	HLTHSFTY	FT1A1	00:54:20 04/24/23	23FT02562
SUICIDAL STATEMENTS	HLTHSFTY	FT1B1	14:06:30 04/23/23	23FT02552
ALCOHOL OVERDOSE MHID	HLTHSFTY	FT1B1	19:43:50 04/22/23	23FT02540
20 YOM ATTEMPTED SUICIDE TWO DAYS AGO	HLTHSFTY	FT1B1	20:42:20 04/21/23	23FT02512
7 YOM WAS LEFT AT TUDEK PARK BY MISTAKE	HLTHSFTY	FT1B1	17:33:24 04/21/23	23FT02510
12 YOF SUICIDAL STATEMENTS	HLTHSFTY	FT2M1	19:16:09 04/19/23	23FT02463
H&S CHECK ON 28 YOF	HLTHSFTY	FT2G1	16:11:59 04/19/23	23FT02452
YOUNG BOY OUTSIDE UNATTENDED	HLTHSFTY	FT2H1	12:09:44 04/19/23	23FT02440
CHILD LOCKED IN VEHICLE	HLTHSFTY	FT1F1	09:46:32 04/18/23	23FT02413
H&S - MHID	HLTHSFTY	FT2H1	19:12:41 04/15/23	23FT02344
CHECK WELFARE - PERSON WAS FINE	HLTHSFTY	FT2I2	11:08:04 04/15/23	23FT02340
MALE YELLING ALONG ROADWAY	HLTHSFTY	FT2H1	10:21:40 04/13/23	23FT02275
CHECK THE WELFARE OF AN 18 YOM	HLTHSFTY	FT1A1	17:12:56 04/12/23	23FT02256
FATHER CONCERNED ABOUT SON'S MENTAL HEALTH	HLTHSFTY	FT1B1	20:28:20 04/10/23	23FT02215
10 YOM 302 TRANSPORTATION	HLTHSFTY	FT3J1	19:12:09 04/10/23	23FT02211
YOUNG PERSON NEAR ROADWAY	HLTHSFTY	FT1B1	13:39:35 04/10/23	23FT02204
WELLNESS CHECK ON 14YOF	HLTHSFTY	PTPD	01:26:24 04/10/23	23FT02194
MHID PETITION	HLTHSFTY	FT3O1	21:20:38 04/06/23	23FT02132
SAFE TO SAY REPORT	HLTHSFTY	FT1C1	20:15:47 04/06/23	23FT02131
CHECK WELFARE OF SUBJECT	HLTHSFTY	FT1A1	11:27:40 04/06/23	23FT02122
MALE REPORTED TO BE YELLING IN APARTMENT	HLTHSFTY	FT1B1	10:25:40 04/06/23	23FT02121
ELDERLY FEMALE WALKING AND TAKING A BREAK	HLTHSFTY		10:42:03 04/05/23	23FT02093
EMOTIONAL DISTRESS / SCPD INCIDENT	HLTHSFTY	FT2H1	19:19:19 04/04/23	23FT02075
MALE 62 YOA CUT HIS ARM WITH A CHAINSAW	HLTHSFTY	FT2G1	10:47:08 04/04/23	23FT02064
CONCERNING STATEMENTS MADE BY STUDENT	HLTHSFTY	FT1F2	15:49:35 04/03/23	23FT02044
MALE RUNNING BETWEEN STOP SIGNS IN PARKING LOT	HLTHSFTY	FT1B1	17:10:17 04/02/23	23FT02017
2 MALES INTOXICATED IN SHEETZ PARKING LOT	HLTHSFTY	FT3H1	02:50:36 04/02/23	23FT02009

**HLTHSFTYEMSASST (79)**

88 YOM FALL VICTIM	HLTHSFTYEMSASST	FT3J1	18:21:24 04/30/23	23FT02724
20 YOM ALCOHOL OVERDOSE	HLTHSFTYEMSASST	FT1B2	02:31:14 04/30/23	23FT02716
76 YOF - GROUND LEVEL FALL	HLTHSFTYEMSASST	FT3J1	04:16:52 04/29/23	23FT02685
67 YOF - GROUND LEVEL FALL	HLTHSFTYEMSASST	FT2H1	01:36:02 04/29/23	23FT02681
22 YOF - ALCOHOL OVERDOSE	HLTHSFTYEMSASST	FT2I2	00:10:39 04/29/23	23FT02678
75 YOM CHEST PAIN AT GEISINGER	HLTHSFTYEMSASST	FT1B1	18:20:12 04/28/23	23FT02672
48 YOM WITH KNEE SWELLING	HLTHSFTYEMSASST	FT2G1	07:03:28 04/28/23	23FT02663
FEMALE 20 YOA NOT FEELING WELL	HLTHSFTYEMSASST	FT2I2	06:45:44 04/28/23	23FT02662
69 YO FEMALE FALL VICTIM	HLTHSFTYEMSASST	FT3P1	04:56:48 04/28/23	23FT02660
35 YOM KNEE PAIN	HLTHSFTYEMSASST	FT2G1	20:41:02 04/26/23	23FT02626
80 YOF HAVING STROKE SYMPTOMS	HLTHSFTYEMSASST	FT3K1	17:22:08 04/26/23	23FT02622
33YOF WITH ANXIETY	HLTHSFTYEMSASST	FT2G1	02:48:03 04/26/23	23FT02608
75 YOM GROUND LEVEL FALL	HLTHSFTYEMSASST	FT3S1	16:04:21 04/25/23	23FT02600
68 YOF SWOLLEN FEET	HLTHSFTYEMSASST	FT2H1	13:06:51 04/25/23	23FT02596
ALERT BRACELET. NO EMERGENCY	HLTHSFTYEMSASST	FT2G1	12:12:04 04/25/23	23FT02593
31 YOM SEIZURE	HLTHSFTYEMSASST	FT1E1	10:22:27 04/25/23	23FT02589
58YOM WITH LOW BLOOD SUGAR	HLTHSFTYEMSASST	FT3J1	04:05:16 04/25/23	23FT02581

38 YOF CHEST PAIN	HLTHSFTYEMSASST	FT2H1	21:41:44 04/24/23	23FT02579
20 YOF WITH A FAST HEART RATE	HLTHSFTYEMSASST	FT2H3	21:20:51 04/24/23	23FT02578
58 YOM DIABETIC EMERGENCY	HLTHSFTYEMSASST	FT3J1	21:03:29 04/24/23	23FT02577
83YOM FALL VICTIM	HLTHSFTYEMSASST	FT3N1	02:42:24 04/24/23	23FT02563
"ANXIETY ATTACK"	HLTHSFTYEMSASST	FT2G1	19:55:29 04/23/23	23FT02557
76 YOM CARDIAC ARREST	HLTHSFTYEMSASST	FT3J1	18:36:51 04/23/23	23FT02555
34 YOF VOMITING	HLTHSFTYEMSASST	FT1B3	15:00:35 04/23/23	23FT02554
64 YOM WITH FEVER.	HLTHSFTYEMSASST	FT1B1	12:00:38 04/23/23	23FT02550
ANXIETY ATTACK	HLTHSFTYEMSASST	FT2G1	07:03:03 04/23/23	23FT02549
78 YOF - TROUBLE BREATHING	HLTHSFTYEMSASST	FT1B3	04:29:23 04/23/23	23FT02560
6 WEEK OLD FEMALE WITH BREATHING DIFFICULTY	HLTHSFTYEMSASST	FT1B1	17:30:32 04/22/23	23FT02537
74 YOM UNRESPONSIVE	HLTHSFTYEMSASST	FT1C1	14:22:26 04/22/23	23FT02536
60 YOF SLEEPING	HLTHSFTYEMSASST	FT1B3	11:21:00 04/22/23	23FT02533
69 YOF VOMITING	HLTHSFTYEMSASST	FT1A1	10:20:39 04/22/23	23FT02532
74 YOM RECTUM PAIN	HLTHSFTYEMSASST	FT1C1	06:06:50 04/22/23	23FT02529
74 YOF TROUBLE BREATHING	HLTHSFTYEMSASST	FT1C1	05:49:37 04/21/23	23FT02497
MALE 28 YOA FAST HEART RATE	HLTHSFTYEMSASST	FT1F2	07:57:40 04/20/23	23FT02468
72 YOF CHEST PAIN	HLTHSFTYEMSASST	FT3T1	12:04:46 04/19/23	23FT02441
89 YOM LIGHT HEADED	HLTHSFTYEMSASST	FT1F2	09:39:35 04/18/23	23FT02410
93 YOF SHOULDER PAIN FROM PREVIOUS FALL	HLTHSFTYEMSASST	FT3O1	08:05:38 04/18/23	23FT02408
20 YOM HIGH ON SOME FORM OF DRUG	HLTHSFTYEMSASST	FT1B1	19:52:52 04/17/23	23FT02403
84 YOF FELL AND HURT FACE	HLTHSFTYEMSASST	FT2H1	16:01:17 04/17/23	23FT02399
MALE 43 YOA SEIZURE	HLTHSFTYEMSASST	FT1E1	13:19:13 04/17/23	23FT02392
FEMALE 26 YOA SEIZURE	HLTHSFTYEMSASST	FT1B1	12:48:01 04/17/23	23FT02390
68 YOF FELL NEEDED HELP UP, CANCELLED	HLTHSFTYEMSASST	FT3J1	11:27:43 04/17/23	23FT02385
75YOF FALL PATIENT	HLTHSFTYEMSASST	FT1C1	22:08:29 04/16/23	23FT02372
GROUND LEVEL FALL / NO INJURY	HLTHSFTYEMSASST	FT2H1	16:43:46 04/16/23	23FT02370
PATIENT SLID OFF BED / LEG PAIN	HLTHSFTYEMSASST	FT2G2	16:12:11 04/16/23	23FT02369
ALCOHOL OVERDOSE	HLTHSFTYEMSASST	FT1B1	03:42:18 04/16/23	23FT02363
EMS ASSIST WITH MALE WITH INJURED JAW	HLTHSFTYEMSASST	FT2I2	18:57:18 04/15/23	23FT02343
VOMITING & DIARRHEA	HLTHSFTYEMSASST	FT1A1	08:48:15 04/15/23	23FT02337
73 YOM FOOT PAIN	HLTHSFTYEMSASST	FT1B1	07:42:09 04/15/23	23FT02335
74 YOF FALL	HLTHSFTYEMSASST	FT1C1	19:06:43 04/14/23	23FT02312
MEDICAL ALARM ACTIVATION	HLTHSFTYEMSASST	FT1E1	16:14:42 04/14/23	23FT02306
84 YOF FOUND DECEASED	HLTHSFTYEMSASST	FT1A1	15:44:03 04/13/23	23FT02284
94 YOM ALTERED MENTAL STATUS	HLTHSFTYEMSASST	FT3P1	15:36:40 04/13/23	23FT02285
OXYGEN TANK EMPTY	HLTHSFTYEMSASST	FT2E1	13:17:01 04/13/23	23FT02279
71 YOM CHEST PAIN	HLTHSFTYEMSASST	FT2F1	08:19:51 04/11/23	23FT02222
68 YOF FELL	HLTHSFTYEMSASST	FT2H1	07:07:35 04/11/23	23FT02220
43 YOM ILLNESS	HLTHSFTYEMSASST	FT1C1	10:19:51 04/10/23	23FT02200
58YOM SEIZING	HLTHSFTYEMSASST	FT3J1	21:57:36 04/09/23	23FT02192
45 YO MALE TROUBLE BREATHING	HLTHSFTYEMSASST	FT1B1	04:36:48 04/09/23	23FT02178
23 YOF ACTIVE SEIZURE	HLTHSFTYEMSASST	FT1B1	16:17:41 04/08/23	23FT02174
VICTIM FELL OFF OF 4-WHEELER	HLTHSFTYEMSASST	FT2M1	13:43:09 04/08/23	23FT02173
32 YOF SHORT OF BREATH AT DR OFFICE	HLTHSFTYEMSASST	FT1B1	11:47:57 04/07/23	23FT02152
83 YOF WEAK AND NAUSEATED	HLTHSFTYEMSASST	FT1C1	10:24:43 04/07/23	23FT02150
87 YOM FOUND DECEASED	HLTHSFTYEMSASST	FT1E1	09:13:21 04/07/23	23FT02148
80 YOM ALTERED. NO PD ASSISTANCE PROVIDED	HLTHSFTYEMSASST	FT1D1	16:15:15 04/06/23	23FT02128
75 YOM CUT LEG	HLTHSFTYEMSASST	FT2H1	08:19:48 04/06/23	23FT02115
85 YOF FALL WITH FACE INJURIES	HLTHSFTYEMSASST	FT2H1	12:20:51 04/05/23	23FT02098
FEMALE FALL VICTIM 76 YOA	HLTHSFTYEMSASST	FT1D1	06:52:31 04/05/23	23FT02084
67 YOM LEG SWELLING	HLTHSFTYEMSASST	FT1B3	09:33:34 04/04/23	23FT02063
EMS ASSIST - NO PD RESPONSE	HLTHSFTYEMSASST	FT1D1	19:43:30 04/03/23	23FT02048
EMS ASSIST WITH 83 YOF WITH LETHARGY	HLTHSFTYEMSASST	FT2H1	15:20:07 04/03/23	23FT02042
76 YOM FELL AND COULD NOT GET UP	HLTHSFTYEMSASST	FT1E1	08:39:58 04/03/23	23FT02034
MARIJUANA OVERDOSE	HLTHSFTYEMSASST	FT1B1	01:38:13 04/03/23	23FT02030
51 YOF FLU LIKE SYMPTOMS	HLTHSFTYEMSASST	FT2H3	20:10:44 04/02/23	23FT02020
19 YOF UNCONSCIOUS ALCOHOL OVERDOSE	HLTHSFTYEMSASST	FT1F2	00:18:23 04/02/23	23FT02006
89 YOM FELL	HLTHSFTYEMSASST	FT1C1	12:57:28 04/01/23	23FT01995

MALE PASSED OUT WHILE GIVING PLASMA	HLTHSFTYEMSASST	FT1B1	12:01:11 04/01/23	23FT01993
FEMALE 81 YOA CHEST PAIN	HLTHSFTYEMSASST	FT2H3	11:23:29 04/01/23	23FT01992
20 YOF UNCONSCIOUS ALCOHOL OVERDOSE	HLTHSFTYEMSASST	FT1B2	02:00:36 04/01/23	23FT01986

**HLTHSFTYFIREAST (12)**

CO ALARM	HLTHSFTYFIREAST	FT1A1	22:14:21 04/23/23	23FT02558
FIRE ASSIST, CANCELLED BEFORE ARRIVAL	HLTHSFTYFIREAST	FT2M1	10:19:54 04/17/23	23FT02382
SMOKE DETECTORS GOING OFF & SMELL OF SMOKE	HLTHSFTYFIREAST	FT1B3	02:54:43 04/16/23	23FT02360
BURNT FOOD	HLTHSFTYFIREAST	FT1D1	14:57:58 04/13/23	23FT02281
WILD FIRE AT ROTHROCK STATE FOREST	HLTHSFTYFIREAST	FT3I1	13:54:15 04/13/23	23FT02280
REPORT OF MULCH FIRE	HLTHSFTYFIREAST	FT1B1	12:25:26 04/13/23	23FT02276
MULCH FIRE	HLTHSFTYFIREAST	FT1F2	17:17:49 04/12/23	23FT02255
FIRE ALARM FROM BURNT FOOD	HLTHSFTYFIREAST	FT1B1	01:37:33 04/06/23	23FT02110
WATER FLOW ALARM	HLTHSFTYFIREAST	FT1E1	20:08:59 04/04/23	23FT02077
CO IN RESIDENCE	HLTHSFTYFIREAST	FT3N1	04:43:17 04/02/23	23FT02013
TREE LIMB RESTING ON ELECTRIC WIRE.	HLTHSFTYFIREAST	FT1A1	19:40:48 04/01/23	23FT02002
FIRE ALARM, CODE 4	HLTHSFTYFIREAST	FT2H1	12:48:16 04/01/23	23FT01994

**MISSINGPERSON (1)**

MISSING 22YOF LOCATED	MISSINGPERSON	FT1B1	00:00:15 04/02/23	23FT02005
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**OUTAGNCYASST (24)**

ASSIST STPD WITH CRASH	OUTAGNCYASST	FT2H1	12:07:41 04/28/23	23FT02666
ASSIST PTPD	OUTAGNCYASST	PTPD	18:57:16 04/27/23	23FT02651
ASSIT PSP	OUTAGNCYASST	FT2I2	11:53:58 04/27/23	23FT02644
ASSIST SCPD WITH LOCATING MISSING 21 YOM	OUTAGNCYASST	FT1B1	03:17:01 04/26/23	23FT02609
ASSIST LOCATING VEHICLE	OUTAGNCYASST	PTPD	20:37:09 04/24/23	23FT02576
ASSISTED PTPD	OUTAGNCYASST	PTPD	19:39:02 04/24/23	23FT02572
MULTIPLE PHONE EXTRACTIONS FOR STPD.	OUTAGNCYASST	FT2H1	10:02:29 04/17/23	23FT02381
ASSISTED SCPD	OUTAGNCYASST	SB2F1	19:37:56 04/14/23	23FT02313
CHILDLINE REPORT RECEIVED	OUTAGNCYASST	FT2H1	11:00:00 04/13/23	23FT02304
ASSIST PTPD WITH DOMESTIC	OUTAGNCYASST	PTPD	01:09:28 04/13/23	23FT02266
ASSISTED PTPD WITH POSSIBLE PFA VIOLATION	OUTAGNCYASST	PTPD	19:16:01 04/12/23	23FT02259
ASSIT PTPD PURSE SNACHER/ CANCELLED PRIOR TO ARRIVAL	OUTAGNCYASST	PTPD	18:14:02 04/12/23	23FT02257
ASSIST SCPD WITH CHECKING A RESIDENCE	OUTAGNCYASST	FT2G1	02:36:47 04/12/23	23FT02244
ASSIST DCNR W/ RECKLESS OPERATION	OUTAGNCYASST	FT3R1	14:27:15 04/10/23	23FT02206
ASSISTED PTPD	OUTAGNCYASST	PTPD	19:38:47 04/08/23	23FT02175
SCPD KNIT HAT DROPPED OFF AT FTPD	OUTAGNCYASST	FT2H1	11:30:05 04/08/23	23FT02172
ASSISTED PTPD	OUTAGNCYASST	PTPD	20:58:14 04/07/23	23FT02163
ASSISTED PTPD WITH DISORDERLY MALE	OUTAGNCYASST	PTPD	16:59:49 04/07/23	23FT02156
ASSISTED PTPD	OUTAGNCYASST	PTPD	16:54:17 04/07/23	23FT02157
ASSIST PTPD WITH BURGLAR ALARM AND OPEN DOOR	OUTAGNCYASST	PTPD	21:09:29 04/05/23	23FT02107
CHARLTON PD REQUESTED INFORMATION	OUTAGNCYASST	FT2H1	23:49:39 04/04/23	23FT02080
ASSIST PATTON WITH SUSPICIOUS ACTIVITY	OUTAGNCYASST	PTPD	21:52:29 04/02/23	23FT02024
ASSIST PTPD	OUTAGNCYASST	PTPD	20:59:52 04/02/23	23FT02021
ASSIST PTPD W/ LOCATING 10 YOM	OUTAGNCYASST	PTPD	18:38:35 04/02/23	23FT02019

**PARKING (3)**

VEHICLE PARKED IN 2 HOUR PARKING FOR 3 DAYS	PARKING	FT2G1	22:14:02 04/17/23	23FT02404
VEHICLES PARKING TOO CLOSE TO INTERSECTION	PARKING	FT1F1	20:12:39 04/12/23	23FT02260
HANDLED BY OEO	PARKING	FT1F1	09:12:41 04/12/23	23FT02247

**PERSONSTOP (5)**

	PERSONSTOP		23:42:58 04/29/23	23FT02709
	PERSONSTOP		00:35:54 04/29/23	23FT02679
	PERSONSTOP		04:36:00 04/21/23	23FT02496
	PERSONSTOP		23:43:56 04/14/23	23FT02325
	PERSONSTOP		23:18:11 04/14/23	23FT02323

**PFARECEIVED (3)**



NOTICE OF HEARING AND ORDER	PFA RECEIVED	FT2I2	00:00:00 04/25/23	23FT02597
NOTICE OF HEARING AND ORDER RECEIVED	PFA RECEIVED	FT3P1	00:00:00 04/18/23	23FT02419
NOTICE OF HEARING AND ORDER	PFA RECEIVED	FT1F2	00:00:00 04/11/23	23FT02226
<b>PFAVIOLATION (2)</b>				
PFA VIOLATION	PFAVIOLATION	FT2G2	14:07:11 04/21/23	23FT02507
PFA VIOLATION. WARRANT ISSUED	PFAVIOLATION	FT1B3	15:10:06 04/06/23	23FT02126
<b>PROFOUND (1)</b>				
FOUND CELL PHONE	PROFOUND	FT2G1	13:27:13 04/11/23	23FT02231
<b>PROPLOST (3)</b>				
LOST LAPTOP	PROPLOST	FT1B1	12:18:02 04/25/23	23FT02595
LOST DRIVER LICENSE	PROPLOST	FT1B1	09:39:01 04/21/23	23FT02503
LOST CAR KEYS	PROPLOST	FT1A1	00:51:19 04/02/23	23FT02007
<b>RFACIVILDISP (12)</b>				
HOTEL GUESTS BEING LOUD	RFACIVILDISP	FT1A1	22:54:52 04/29/23	23FT02704
VEHICLE REPOSSESSED	RFACIVILDISP	FT1C1	00:38:07 04/29/23	23FT02680
DISPUTE OVER PROPERTY LINE AND DRIVEWAY RIGHT OF WAY	RFACIVILDISP	FT1B1	11:01:17 04/27/23	23FT02642
CIVIL DISPUTE	RFACIVILDISP	FT2I2	18:41:16 04/22/23	23FT02539
CALLER CONCERNED ABOUT CONTRACTOR'S BEHAVIOR	RFACIVILDISP	FT3Q1	12:57:05 04/20/23	23FT02474
DISPUTE OVER SELLING OF HOUSE	RFACIVILDISP	FT1D1	13:25:00 04/18/23	23FT02422
HIGH LIFT FORKLIFT STRUCK VEHICLE	RFACIVILDISP	FT2G1	16:50:36 04/14/23	23FT02307
DISPUTE OVER DOG	RFACIVILDISP	FT1F2	19:30:58 04/13/23	23FT02289
CIVIL DISPUTE / EPFA	RFACIVILDISP	FT1F2	19:10:00 04/09/23	23FT02189
FEMALE WANTED RIDE FROM RAMADA TO NORTHLAND MOTEL	RFACIVILDISP	FT1B5	08:26:05 04/07/23	23FT02145
PRE-AUTHORIZATION ON DEBIT CARD NOT REQUESTED.	RFACIVILDISP	FT2H1	21:10:32 04/01/23	23FT02003
CIVIL CUSTODY ISSUE	RFACIVILDISP	FT3P1	09:14:13 04/01/23	23FT01991
<b>RFALOCATECONT (7)</b>				
CHECK WELFARE	RFALOCATECONT	FT1C1	10:52:25 04/27/23	23FT02641
WELFARE CHECK	RFALOCATECONT	FT1F2	04:38:21 04/19/23	23FT02432
CHECK ON WELFARE, CANCELLED BY DISPATCH	RFALOCATECONT	FT1A1	10:51:27 04/17/23	23FT02383
WELFARE CHECK ON FRIEND	RFALOCATECONT	FT3J1	09:31:56 04/15/23	23FT02338
WELFARE CHECK ON DAUGHTER	RFALOCATECONT	FT3J1	17:13:44 04/14/23	23FT02309
CHECK THE WELFARE	RFALOCATECONT	FT1B5	00:56:52 04/07/23	23FT02140
CHECK WELFARE OF 25 YOM	RFALOCATECONT	FT1B1	13:01:06 04/06/23	23FT02124
<b>RFAOTHER (39)</b>				
ASSISTED COMPLAINANT IN RETRIEVING PERSONAL BELONGINGS	RFAOTHER	FT2G1	16:51:14 04/30/23	23FT02723
ROOMMATES ARGUING OVER WASHING MACHINE	RFAOTHER	FT2I2	12:23:11 04/30/23	23FT02721
CHECK WELFARE	RFAOTHER	FT1C1	11:06:15 04/30/23	23FT02720
HAD QUESTIONS REGARDING LOST LICENSE PLATE	RFAOTHER	FT3N1	15:27:34 04/28/23	23FT02670
2 LIVE 20MM ROUNDS LOCATED	RFAOTHER	FT3J1	20:28:55 04/26/23	23FT02625
FIGHT AT SCHOOL BUS DROP OFF	RFAOTHER	FT3J1	17:48:47 04/26/23	23FT02623
NEIGHBOR THREATENING COMPLAINANT	RFAOTHER	FT3J1	17:02:10 04/26/23	23FT02621
BELIEVES COWORKER MADE FALSE CHILD LINE COMPLAINT AGAINST HER	RFAOTHER	FT2H1	10:52:26 04/26/23	23FT02615
AGGRESSIVE DOGS IN DOG PARK	RFAOTHER	FT1B1	16:53:35 04/25/23	23FT02601
UNABLE TO LOCATE VEHICLE	RFAOTHER	FT1B2	13:16:42 04/23/23	23FT02551
APT FLOODING	RFAOTHER	FT1F2	00:45:59 04/23/23	23FT02545
VEHICLE HAD CAR ALARM SOUNDING-GO AHEAD	RFAOTHER	FT2H1	17:57:02 04/22/23	23FT02538
CONCERNED ABOUT CUSTOMER'S BEHAVIOR	RFAOTHER	FT1B1	09:21:44 04/21/23	23FT02501
CALLER HAD CLOSE CALL WITH ANOTHER VEHICLE	RFAOTHER	FT2G1	14:15:36 04/20/23	23FT02477
PEOPLE TALKING LOUDLY	RFAOTHER	FT1A1	02:15:19 04/20/23	23FT02466
COMPLAINT OF ISSUES WITH FORMER FRIEND	RFAOTHER	FT1B1	17:07:45 04/19/23	23FT02457
CALLER HAD QUESTIONS ABOUT TURNING IN	RFAOTHER	FT1D1	12:22:33 04/18/23	23FT02420

HIS GUNS					
ROOMMATE DISPUTE	RFAOTHER	FT2G1	22:42:08	04/17/23	23FT02405
CALLER HAD QUESTIONS ABOUT LOST PHONE	RFAOTHER	FT2H1	22:48:24	04/16/23	23FT02374
REPORT OF KIDS HAVING A FIRE	RFAOTHER	FT3R1	22:07:43	04/16/23	23FT02373
LOUD PARTY	RFAOTHER	FT1D1	00:03:32	04/16/23	23FT02350
LOUD VOICES/YELLING IN THE AREA	RFAOTHER	FT1F2	00:23:25	04/15/23	23FT02329
HARASSMENT CALL REFERED TO ANOTHER JURISDICTION	RFAOTHER	FT2H1	12:15:29	04/11/23	23FT02228
ON GOING DISPUTE ABOUT DOG AT LARGE HANDLED BY OEO	RFAOTHER	FT3T1	16:43:19	04/10/23	23FT02213
BONE FOUND IN A FIELD	RFAOTHER	FT1F2	08:43:51	04/10/23	23FT02198
MINOR CRASH, PARTIES EXCHANGED INFORMATION	RFAOTHER	FT1B1	20:31:38	04/09/23	23FT02191
CALLER ILLEGALLY PASSED CAR IN THEN THE CAR FOLLOWED HER	RFAOTHER	FT1C1	13:17:22	04/09/23	23FT02186
MULTIPLE REPORTS OF NON-CRIMINAL CONDUCT	RFAOTHER	FT2H1	07:45:05	04/08/23	23FT02171
SOMEONE POSSIBLY LIVING IN THE WOODS	RFAOTHER	FT2F1	09:28:01	04/07/23	23FT02146
ROOMMATE DISPUTE	RFAOTHER	FT2I2	09:19:34	04/07/23	23FT02147
11 YOM REFUSED TO RETURN TO SCHOOL	RFAOTHER	FT2H1	00:16:28	04/07/23	23FT02139
MISSING MAIL	RFAOTHER	FT2H1	12:59:56	04/04/23	23FT02066
QUESTIONS ABOUT SCAM CALLS	RFAOTHER	FT2I2	20:08:13	04/03/23	23FT02050
QUESTIONS ABOUT BAIL	RFAOTHER	FT1B3	20:01:40	04/03/23	23FT02049
QUESTIONS ABOUT A PHONE SCAM	RFAOTHER	FT1D1	17:28:43	04/03/23	23FT02047
REPORTED ABUSE BY BOYFRIEND	RFAOTHER	FT2I2	16:27:53	04/03/23	23FT02046
MISSING PERSON FOLLOW UP	RFAOTHER	SB2C7	22:02:39	04/02/23	23FT02025
HOTELS BACKUP LIGHTS WEREN'T WORKING	RFAOTHER	FT1A1	04:30:38	04/02/23	23FT02012
			22:01:40	04/01/23	23FT02004

**SCATTRUBBISH (1)**

USED TOILET AND PALLET LEFT AT EDGE OF YARD	SCATTRUBBISH	FT2G1	08:30:04	04/15/23	23FT02336
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**SCHOOLCHECK (20)**

SCHOOLCHECK			10:55:02	04/25/23	23FT02590
SCHOOLCHECK			10:04:00	04/25/23	23FT02588
SCHOOLCHECK			08:55:12	04/25/23	23FT02585
SCHOOLCHECK			08:48:16	04/25/23	23FT02584
SCHOOLCHECK			08:00:05	04/25/23	23FT02582
SCHOOLCHECK			09:16:01	04/19/23	23FT02438
SCHOOLCHECK			08:10:48	04/19/23	23FT02433
SCHOOLCHECK			11:00:02	04/18/23	23FT02415
SCHOOLCHECK			09:56:00	04/18/23	23FT02411
SCHOOLCHECK			13:47:26	04/17/23	23FT02395
SCHOOLCHECK			12:23:13	04/17/23	23FT02389
SCHOOLCHECK			09:30:54	04/17/23	23FT02379
SCHOOLCHECK			13:27:20	04/11/23	23FT02230
SCHOOLCHECK			07:40:29	04/10/23	23FT02197
SCHOOLCHECK			09:13:08	04/06/23	23FT02116
SCHOOLCHECK			10:09:37	04/05/23	23FT02090
SCHOOLCHECK			09:45:35	04/05/23	23FT02088
SCHOOLCHECK			08:33:29	04/04/23	23FT02062
SCHOOLCHECK			08:01:20	04/04/23	23FT02060
SCHOOLCHECK			10:45:59	04/03/23	23FT02036

**SUPPLEMENT (4)**

SUPPLEMENT			20:25:02	04/14/23	23FT02316
SUPPLEMENT			19:58:41	04/11/23	23FT02236
SUPPLEMENT			22:12:47	04/07/23	23FT02165
SUPPLEMENT			17:49:46	04/01/23	23FT02001

**SUSPACTY (31)**

PERSON ATTEMPTING TO GIVE AWAY HAMSTER	SUSPACTY	FT1B1	17:56:53	04/29/23	23FT02699
PERSON CAUGHT ON CAMERA IN BACK YARD	SUSPACTY	FT1C1	15:19:57	04/28/23	23FT02669
CALLER BELIEVES HIS COMPUTERS WERE	SUSPACTY	FT3J1	15:30:19	04/26/23	23FT02619

HACKED					
DOOR TO DOOR SOLICITATION	SUSPACTY	FT1D1	19:28:23	04/25/23	23FT02602
MALE YELLING AT WALKER	SUSPACTY	FT2F1	13:08:26	04/25/23	23FT02598
SUSPICIOUS MALE TALKING TO SCHOOL CHILDREN	SUSPACTY	FT2G1	12:27:01	04/25/23	23FT02594
NEIGHBOR HAS CONCERNS THE DOG ISN'T TAKEN CARE OF NEXT DOOR	SUSPACTY	FT2H1	11:16:08	04/25/23	23FT02591
WORKERS ON SITE WITHOUT PERMISSION	SUSPACTY	FT2G1	14:47:28	04/23/23	23FT02553
SUBJECT SAID HE WAS WITH US CENSUS AND CALLER THINKS HE IS STALKING HER.	SUSPACTY	FT2H1	07:24:10	04/23/23	23FT02546
JUVENILE AROUND VACANT HOUSE	SUSPACTY	FT3J1	13:22:50	04/22/23	23FT02535
ONLINE SCAM	SUSPACTY	FT1B2	07:48:20	04/22/23	23FT02530
BITCOIN SCAM	SUSPACTY	FT1A1	13:37:05	04/20/23	23FT02475
MALE SITTING IN HIS TRUCK	SUSPACTY	FT1B1	12:26:43	04/19/23	23FT02442
911 NO VOICE	SUSPACTY	FT1E1	10:03:25	04/18/23	23FT02414
MALE BANGING HARD ON DOOR	SUSPACTY	FT1B1	19:01:02	04/17/23	23FT02401
CONCERNING STATEMENTS FROM STAFF	SUSPACTY	FT2G1	09:47:41	04/14/23	23FT02298
CONCERNS ABOUT IDENTITY THEFT	SUSPACTY	FT2G1	15:08:58	04/13/23	23FT02282
MALE WALKING CARRYING KNIFE	SUSPACTY	FT2G1	13:09:04	04/13/23	23FT02278
MALE STANDING IN BUILDING ENTRY	SUSPACTY	FT1B1	12:50:48	04/13/23	23FT02277
ATTEMPT AT HACKING INTO INVOICE ACCOUNT	SUSPACTY	FT1E1	13:20:58	04/12/23	23FT02251
CONCERNS ABOUT TRESPASS	SUSPACTY	FT1F2	22:11:36	04/07/23	23FT02166
IRS ID THEFT	SUSPACTY	FT2H1	10:24:15	04/07/23	23FT02149
ELDERLY MALE WALKING DOG AROUND APARTMENT BUILDING	SUSPACTY	FT1B4	17:05:17	04/06/23	23FT02130
SUSPICIOUS MALES IN SALES LOT	SUSPACTY	FT2H1	16:27:24	04/06/23	23FT02127
MALE YELLING AT PASSING CARS	SUSPACTY	FT2F1	09:16:36	04/06/23	23FT02117
NAILS IN THE DRIVEWAY	SUSPACTY	FT2G1	11:49:28	04/05/23	23FT02097
PERSON LOOKING INTO WINDOW	SUSPACTY	FT1D1	05:24:39	04/05/23	23FT02083
VEHICLE PARKED OUTSIDE RESIDENCE	SUSPACTY	FT2H1	02:06:15	04/05/23	23FT02082
MALE WITH PARANOID TENDENCIES REPORTING MULTIPLE CONSPIRICIES	SUSPACTY	FT1B1	15:41:48	04/04/23	23FT02071
PERSONS ON SCHOOL PROPERTY	SUSPACTY	FT3J1	14:00:38	04/04/23	23FT02067
CALLER SENT MONEY TO FAKE BANK	SUSPACTY	FT2G1	12:18:33	04/02/23	23FT02015

***THEFT (8)***

JUDGE SIGN TAKEN	THEFT	FT1D1	14:36:03	04/27/23	23FT02647
EMPLOYEE TAKING MONEY FROM DRAWER	THEFT	FT2H1	12:22:06	04/27/23	23FT02646
SCPD REPORTED A PAST THEFT WITH FTPD JURISDICTION	THEFT	FT1B1	08:49:56	04/20/23	23FT02471
STOP SIGN AND POST REMOVED	THEFT	FT1A1	11:18:41	04/17/23	23FT02384
STOP SIGN REMOVED	THEFT	FT2H1	09:33:00	04/17/23	23FT02380
SUBJECT FAILED TO RETURN VACUUM	THEFT	FT1C1	12:15:00	04/06/23	23FT02125
THEFT OF A FLAG	THEFT	FT2G1	19:27:50	04/05/23	23FT02104
THEFT OF KITCHEN CABINET AND SINK	THEFT	FT2H1	15:08:37	04/04/23	23FT02070

***TRAFFIC (51)***

STOP SIGN BLEW OVER	TRAFFIC	FT1B1	21:02:10	04/30/23	23FT02726
CONSTRUCTION FENCE FELL	TRAFFIC	FT2G1	20:18:02	04/30/23	23FT02725
SUSPENDED LICENSE PLATE SEIZED	TRAFFIC	FT1F2	19:30:10	04/29/23	23FT02700
SUSPENDED TAG SEIZURE	TRAFFIC	FT3J1	07:41:17	04/29/23	23FT02688
VEHICLE TAILGATING	TRAFFIC	FT2G1	07:07:13	04/29/23	23FT02687
VEHICLE STRUCK CAT	TRAFFIC	FT1F1	00:13:24	04/27/23	23FT02627
VEHICLE OUT OF GAS	TRAFFIC		13:59:04	04/26/23	23FT02617
TREE HALFWAY IN SHOULDER OF ROADWAY	TRAFFIC	FT3J1	08:11:37	04/25/23	23FT02583
CONSTRUCTION FENCE IN ROADWAY	TRAFFIC	FT2G1	18:11:34	04/24/23	23FT02571
SCHOOL BUS VIOLATION	TRAFFIC	FT1C1	15:15:24	04/24/23	23FT02567
FENCE FELL OVER	TRAFFIC	FT2G1	18:21:13	04/23/23	23FT02556
VEHICLES DOING DONUTS IN PARKING LOT	TRAFFIC	FT1B2	03:22:44	04/23/23	23FT02561
DEAD DEER ON ROAD WAY	TRAFFIC	FT3L1	20:44:51	04/21/23	23FT02511
DEBRIS ON ROADWAY	TRAFFIC	FT2F1	07:45:56	04/21/23	23FT02500
SUV DRIVING RECKLESSLY	TRAFFIC	FT3J1	15:47:21	04/19/23	23FT02449
MULTIPLE SCHOOL BUS VIOATIONS	TRAFFIC	FT1C1	16:03:38	04/18/23	23FT02425

DISABLED IN THE ROADWAY	TRAFFIC	FT2H1	10:59:39 04/18/23	23FT02416
DISABLED VEHICLE	TRAFFIC	FT1C1	00:30:20 04/18/23	23FT02406
SWERVING VEHICLE	TRAFFIC	FT3I1	19:47:17 04/17/23	23FT02402
VEHICLE PARKED ALONG STREET WITH SUSPENDED TAG	TRAFFIC	FT1F2	15:37:03 04/17/23	23FT02397
VEHICLES RACING	TRAFFIC	FT2G1	03:54:00 04/16/23	23FT02364
DISABLED VEHICLE ALONG ROAD	TRAFFIC	FT2H1	10:53:10 04/15/23	23FT02339
RECKLESS OPERATION	TRAFFIC	FT3S1	17:57:15 04/14/23	23FT02310
VEHICLES RACING	TRAFFIC	FT2G1	22:33:24 04/13/23	23FT02292
VEHICLES RACING ON SUBURBAN AVE.-GOA	TRAFFIC	FT1A1	20:42:32 04/12/23	23FT02261
RECKLESS OPERATION	TRAFFIC	FT1F1	19:00:25 04/12/23	23FT02258
SUSPENDED TAG SEIZURE	TRAFFIC	FT1F1	12:28:04 04/12/23	23FT02250
DRIVER'S LICENSE SUSPENDED	TRAFFIC	FT1B1	02:05:19 04/12/23	23FT02242
SCHOOL BUS RED LIGHT VIOLATION	TRAFFIC	FT1E1	11:04:31 04/11/23	23FT02227
CROSSING GUARD	TRAFFIC	FT3J1	07:31:20 04/11/23	23FT02221
MISTAKENLY DISPATCHED PTPD CALL.	TRAFFIC	PTPD	21:19:07 04/10/23	23FT02216
CROSSING GUARD DUTY	TRAFFIC	FT3J1	14:38:19 04/10/23	23FT02207
STALLED CAR AT SIGNAL INTERSECTION	TRAFFIC	FT2H1	11:45:22 04/10/23	23FT02201
ITEMS FELL OFF TRAILER ONTO ROADWAY	TRAFFIC	FT2H1	10:16:47 04/10/23	23FT02199
ASSISTED PSP/PTPD	TRAFFIC	PTPD	00:50:34 04/08/23	23FT02168
REPORT OF A POSSIBLE INTOXICATED DRIVER	TRAFFIC	FT1E1	20:43:01 04/07/23	23FT02162
ROAD RAGE INCIDENT	TRAFFIC	FT3I1	15:30:54 04/07/23	23FT02154
SUSPENDED LICENSE	TRAFFIC	SB2H1	02:21:27 04/06/23	23FT02112
CONSTRUCTION FENCING IN ROADWAY	TRAFFIC	FT2G1	23:15:26 04/05/23	23FT02108
TURN SIGNAL LIGHT OUT	TRAFFIC	FT1C1	07:59:23 04/05/23	23FT02085
LOUD CARS SPEEDING	TRAFFIC	FT1A1	01:48:26 04/05/23	23FT02081
VEHICLE DRIVING WITH SUSPENDED REG	TRAFFIC	FT1F1	23:40:14 04/04/23	23FT02079
GREEN LIGHT BULB OUT	TRAFFIC	FT1C1	16:45:13 04/04/23	23FT02072
FRAUDULENT LICENSE PLATE SEIZED	TRAFFIC	FT2G1	02:22:55 04/04/23	23FT02058
VEHICLE RAN OUT OF GAS	TRAFFIC	FT1A1	20:06:36 04/03/23	23FT02051
PASSING IN TURN LANE	TRAFFIC	FT2E1	14:02:33 04/03/23	23FT02039
REPORTS OF LOUD VEHICLES	TRAFFIC	FT1B1	22:35:19 04/02/23	23FT02026
TREE DOWN ON ROAD	TRAFFIC	FT3T1	15:44:13 04/01/23	23FT01997
TREE DOWN ON WIRES AND ROAD	TRAFFIC	FT1C1	15:10:34 04/01/23	23FT02000
TRAFFIC LIGHT OUT	TRAFFIC	FT1A1	15:01:55 04/01/23	23FT01998
SIGN ON ROADWAY	TRAFFIC	FT2H1	14:29:21 04/01/23	23FT01996

**TRAFFIC STOP (284)**

	TRAFFIC STOP		11:08:58 04/30/23	23FT02719
	TRAFFIC STOP		03:49:48 04/30/23	23FT02717
	TRAFFIC STOP		01:45:51 04/30/23	23FT02715
	TRAFFIC STOP		01:00:19 04/30/23	23FT02714
	TRAFFIC STOP		00:59:40 04/30/23	23FT02713
	TRAFFIC STOP		00:32:38 04/30/23	23FT02712
	TRAFFIC STOP		00:07:20 04/30/23	23FT02711
	TRAFFIC STOP		23:57:37 04/29/23	23FT02710
	TRAFFIC STOP		23:34:58 04/29/23	23FT02708
	TRAFFIC STOP		23:34:20 04/29/23	23FT02707
	TRAFFIC STOP		23:33:00 04/29/23	23FT02706
	TRAFFIC STOP		23:07:05 04/29/23	23FT02705
	TRAFFIC STOP		20:42:15 04/29/23	23FT02703
	TRAFFIC STOP		20:01:02 04/29/23	23FT02701
	TRAFFIC STOP		17:43:36 04/29/23	23FT02698
	TRAFFIC STOP		14:29:35 04/29/23	23FT02696
	TRAFFIC STOP		13:41:18 04/29/23	23FT02695
	TRAFFIC STOP		13:27:21 04/29/23	23FT02694
	TRAFFIC STOP		13:12:05 04/29/23	23FT02693
	TRAFFIC STOP		12:48:25 04/29/23	23FT02692
	TRAFFIC STOP		12:00:29 04/29/23	23FT02691
	TRAFFIC STOP		11:04:56 04/29/23	23FT02690
	TRAFFIC STOP		10:34:59 04/29/23	23FT02689
	TRAFFIC STOP		06:26:37 04/29/23	23FT02686

TRAFFIC STOP	03:13:44 04/29/23	23FT02684
TRAFFIC STOP	02:34:53 04/29/23	23FT02683
TRAFFIC STOP	02:24:20 04/29/23	23FT02682
TRAFFIC STOP	00:08:13 04/29/23	23FT02677
TRAFFIC STOP	20:41:34 04/28/23	23FT02676
TRAFFIC STOP	20:33:01 04/28/23	23FT02675
TRAFFIC STOP	20:31:19 04/28/23	23FT02674
TRAFFIC STOP	14:46:33 04/28/23	23FT02668
TRAFFIC STOP	06:46:42 04/28/23	23FT02661
TRAFFIC STOP	00:42:54 04/28/23	23FT02658
TRAFFIC STOP	00:23:13 04/28/23	23FT02657
TRAFFIC STOP	00:20:11 04/28/23	23FT02656
TRAFFIC STOP	23:52:30 04/27/23	23FT02655
TRAFFIC STOP	23:35:40 04/27/23	23FT02654
TRAFFIC STOP	21:31:31 04/27/23	23FT02653
TRAFFIC STOP	17:24:12 04/27/23	23FT02650
TRAFFIC STOP	17:11:16 04/27/23	23FT02649
TRAFFIC STOP	10:45:16 04/27/23	23FT02639
TRAFFIC STOP	10:41:32 04/27/23	23FT02638
TRAFFIC STOP	10:22:43 04/27/23	23FT02637
TRAFFIC STOP	09:02:59 04/27/23	23FT02636
TRAFFIC STOP	08:39:30 04/27/23	23FT02635
TRAFFIC STOP	08:17:45 04/27/23	23FT02634
TRAFFIC STOP	08:03:03 04/27/23	23FT02633
TRAFFIC STOP	06:14:57 04/27/23	23FT02632
TRAFFIC STOP	02:03:42 04/27/23	23FT02631
TRAFFIC STOP	01:46:39 04/27/23	23FT02630
TRAFFIC STOP	01:20:45 04/27/23	23FT02629
TRAFFIC STOP	00:48:11 04/27/23	23FT02628
TRAFFIC STOP	15:40:09 04/26/23	23FT02620
TRAFFIC STOP	14:54:15 04/26/23	23FT02618
TRAFFIC STOP	13:42:10 04/26/23	23FT02616
TRAFFIC STOP	08:17:58 04/26/23	23FT02613
TRAFFIC STOP	07:23:19 04/26/23	23FT02612
TRAFFIC STOP	07:04:39 04/26/23	23FT02611
TRAFFIC STOP	07:02:39 04/26/23	23FT02610
TRAFFIC STOP	01:34:27 04/26/23	23FT02607
TRAFFIC STOP	00:50:39 04/26/23	23FT02606
TRAFFIC STOP	21:10:08 04/25/23	23FT02605
TRAFFIC STOP	21:05:41 04/25/23	23FT02604
TRAFFIC STOP	20:41:09 04/25/23	23FT02603
TRAFFIC STOP	14:11:27 04/25/23	23FT02599
TRAFFIC STOP	12:10:29 04/25/23	23FT02592
TRAFFIC STOP	09:58:53 04/25/23	23FT02587
TRAFFIC STOP	20:30:04 04/24/23	23FT02574
TRAFFIC STOP	19:57:53 04/24/23	23FT02573
TRAFFIC STOP	18:05:17 04/24/23	23FT02570
TRAFFIC STOP	15:41:37 04/24/23	23FT02568
TRAFFIC STOP	23:16:32 04/22/23	23FT02544
TRAFFIC STOP	22:43:26 04/22/23	23FT02543
TRAFFIC STOP	06:09:07 04/22/23	23FT02528
TRAFFIC STOP	03:20:29 04/22/23	23FT02527
TRAFFIC STOP	02:51:49 04/22/23	23FT02526
TRAFFIC STOP	02:27:00 04/22/23	23FT02525
TRAFFIC STOP	02:25:24 04/22/23	23FT02524
TRAFFIC STOP	01:55:09 04/22/23	23FT02523
TRAFFIC STOP	01:54:09 04/22/23	23FT02522
TRAFFIC STOP	01:12:24 04/22/23	23FT02521
TRAFFIC STOP	00:48:06 04/22/23	23FT02520
TRAFFIC STOP	00:45:47 04/22/23	23FT02519
TRAFFIC STOP	00:26:13 04/22/23	23FT02518
TRAFFIC STOP	00:19:29 04/22/23	23FT02517

TRAFFIC STOP	00:11:59 04/22/23	23FT02516
TRAFFIC STOP	23:56:01 04/21/23	23FT02515
TRAFFIC STOP	23:42:04 04/21/23	23FT02514
TRAFFIC STOP	23:34:11 04/21/23	23FT02513
TRAFFIC STOP	13:58:26 04/21/23	23FT02506
TRAFFIC STOP	13:40:33 04/21/23	23FT02505
TRAFFIC STOP	13:17:48 04/21/23	23FT02504
TRAFFIC STOP	09:32:19 04/21/23	23FT02502
TRAFFIC STOP	07:20:35 04/21/23	23FT02499
TRAFFIC STOP	07:00:48 04/21/23	23FT02498
TRAFFIC STOP	01:32:02 04/21/23	23FT02493
TRAFFIC STOP	00:51:18 04/21/23	23FT02491
TRAFFIC STOP	00:31:00 04/21/23	23FT02490
TRAFFIC STOP	23:58:16 04/20/23	23FT02489
TRAFFIC STOP	23:31:39 04/20/23	23FT02488
TRAFFIC STOP	23:28:31 04/20/23	23FT02487
TRAFFIC STOP	19:55:37 04/20/23	23FT02485
TRAFFIC STOP	16:51:27 04/20/23	23FT02483
TRAFFIC STOP	15:57:11 04/20/23	23FT02481
TRAFFIC STOP	14:59:13 04/20/23	23FT02480
TRAFFIC STOP	14:52:34 04/20/23	23FT02479
TRAFFIC STOP	14:42:51 04/20/23	23FT02478
TRAFFIC STOP	14:29:28 04/20/23	23FT02476
TRAFFIC STOP	10:18:42 04/20/23	23FT02472
TRAFFIC STOP	09:06:59 04/20/23	23FT02470
TRAFFIC STOP	08:54:25 04/20/23	23FT02469
TRAFFIC STOP	00:55:05 04/20/23	23FT02465
TRAFFIC STOP	21:19:07 04/19/23	23FT02464
TRAFFIC STOP	17:50:02 04/19/23	23FT02462
TRAFFIC STOP	17:40:30 04/19/23	23FT02461
TRAFFIC STOP	17:34:36 04/19/23	23FT02460
TRAFFIC STOP	17:21:47 04/19/23	23FT02459
TRAFFIC STOP	17:18:14 04/19/23	23FT02458
TRAFFIC STOP	17:09:12 04/19/23	23FT02456
TRAFFIC STOP	17:04:16 04/19/23	23FT02455
TRAFFIC STOP	16:54:51 04/19/23	23FT02454
TRAFFIC STOP	16:39:12 04/19/23	23FT02453
TRAFFIC STOP	16:16:48 04/19/23	23FT02451
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TRAFFIC STOP	15:33:50 04/19/23	23FT02448
TRAFFIC STOP	15:00:37 04/19/23	23FT02447
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TRAFFIC STOP	14:24:20 04/19/23	23FT02445
TRAFFIC STOP	14:01:33 04/19/23	23FT02444
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TRAFFIC STOP	08:57:06 04/19/23	23FT02437
TRAFFIC STOP	08:50:31 04/19/23	23FT02436
TRAFFIC STOP	08:24:32 04/19/23	23FT02434
TRAFFIC STOP	00:49:54 04/19/23	23FT02431
TRAFFIC STOP	00:25:07 04/19/23	23FT02430
TRAFFIC STOP	00:08:02 04/19/23	23FT02429
TRAFFIC STOP	00:01:19 04/19/23	23FT02428
TRAFFIC STOP	23:52:55 04/18/23	23FT02427
TRAFFIC STOP	23:24:27 04/18/23	23FT02426
TRAFFIC STOP	15:06:14 04/18/23	23FT02424
TRAFFIC STOP	14:49:54 04/18/23	23FT02423
TRAFFIC STOP	11:51:15 04/18/23	23FT02418
TRAFFIC STOP	11:40:35 04/18/23	23FT02417
TRAFFIC STOP	06:55:57 04/18/23	23FT02407
TRAFFIC STOP	15:09:15 04/17/23	23FT02396
TRAFFIC STOP	13:44:00 04/17/23	23FT02394
TRAFFIC STOP	13:38:59 04/17/23	23FT02393

TRAFFIC STOP	13:07:52 04/17/23	23FT02391
TRAFFIC STOP	12:22:04 04/17/23	23FT02388
TRAFFIC STOP	11:54:00 04/17/23	23FT02387
TRAFFIC STOP	11:41:30 04/17/23	23FT02386
TRAFFIC STOP	08:00:49 04/17/23	23FT02377
TRAFFIC STOP	07:34:38 04/17/23	23FT02376
TRAFFIC STOP	03:19:02 04/16/23	23FT02362
TRAFFIC STOP	03:16:01 04/16/23	23FT02361
TRAFFIC STOP	02:57:18 04/16/23	23FT02359
TRAFFIC STOP	02:21:01 04/16/23	23FT02358
TRAFFIC STOP	02:16:35 04/16/23	23FT02357
TRAFFIC STOP	01:57:53 04/16/23	23FT02356
TRAFFIC STOP	01:52:42 04/16/23	23FT02355
TRAFFIC STOP	01:39:56 04/16/23	23FT02354
TRAFFIC STOP	01:39:04 04/16/23	23FT02353
TRAFFIC STOP	01:12:48 04/16/23	23FT02352
TRAFFIC STOP	00:27:27 04/16/23	23FT02351
TRAFFIC STOP	23:58:52 04/15/23	23FT02349
TRAFFIC STOP	23:47:11 04/15/23	23FT02348
TRAFFIC STOP	23:34:32 04/15/23	23FT02347
TRAFFIC STOP	02:26:55 04/15/23	23FT02334
TRAFFIC STOP	02:07:51 04/15/23	23FT02333
TRAFFIC STOP	01:45:58 04/15/23	23FT02332
TRAFFIC STOP	01:34:31 04/15/23	23FT02331
TRAFFIC STOP	01:16:21 04/15/23	23FT02330
TRAFFIC STOP	00:50:21 04/15/23	23FT02328
TRAFFIC STOP	00:16:32 04/15/23	23FT02327
TRAFFIC STOP	23:59:31 04/14/23	23FT02326
TRAFFIC STOP	23:29:12 04/14/23	23FT02324
TRAFFIC STOP	23:10:37 04/14/23	23FT02322
TRAFFIC STOP	21:10:13 04/14/23	23FT02319
TRAFFIC STOP	20:58:25 04/14/23	23FT02318
TRAFFIC STOP	20:47:47 04/14/23	23FT02317
TRAFFIC STOP	20:07:26 04/14/23	23FT02315
TRAFFIC STOP	19:59:29 04/14/23	23FT02314
TRAFFIC STOP	17:05:26 04/14/23	23FT02308
TRAFFIC STOP	15:42:32 04/14/23	23FT02305
TRAFFIC STOP	13:03:00 04/14/23	23FT02303
TRAFFIC STOP	10:50:11 04/14/23	23FT02299
TRAFFIC STOP	09:08:38 04/14/23	23FT02297
TRAFFIC STOP	02:04:50 04/14/23	23FT02296
TRAFFIC STOP	00:10:04 04/14/23	23FT02294
TRAFFIC STOP	22:59:35 04/13/23	23FT02293
TRAFFIC STOP	15:32:18 04/13/23	23FT02283
TRAFFIC STOP	09:06:23 04/13/23	23FT02273
TRAFFIC STOP	08:26:22 04/13/23	23FT02272
TRAFFIC STOP	07:34:40 04/13/23	23FT02271
TRAFFIC STOP	07:24:09 04/13/23	23FT02270
TRAFFIC STOP	01:31:20 04/13/23	23FT02268
TRAFFIC STOP	01:17:59 04/13/23	23FT02267
TRAFFIC STOP	01:03:25 04/13/23	23FT02265
TRAFFIC STOP	00:17:12 04/13/23	23FT02264
TRAFFIC STOP	23:41:16 04/12/23	23FT02263
TRAFFIC STOP	16:57:44 04/12/23	23FT02254
TRAFFIC STOP	10:23:53 04/12/23	23FT02249
TRAFFIC STOP	09:37:14 04/12/23	23FT02248
TRAFFIC STOP	02:58:36 04/12/23	23FT02246
TRAFFIC STOP	02:10:37 04/12/23	23FT02243
TRAFFIC STOP	01:42:05 04/12/23	23FT02240
TRAFFIC STOP	01:23:37 04/12/23	23FT02239
TRAFFIC STOP	21:09:04 04/11/23	23FT02238
TRAFFIC STOP	20:18:46 04/11/23	23FT02237

TRAFFIC STOP	19:32:49	04/11/23	23FT02235
TRAFFIC STOP	17:54:35	04/11/23	23FT02234
TRAFFIC STOP	01:44:06	04/11/23	23FT02219
TRAFFIC STOP	01:27:09	04/11/23	23FT02218
TRAFFIC STOP	18:00:41	04/10/23	23FT02210
TRAFFIC STOP	17:58:49	04/10/23	23FT02209
TRAFFIC STOP	17:38:44	04/10/23	23FT02208
TRAFFIC STOP	14:19:18	04/10/23	23FT02205
TRAFFIC STOP	13:17:02	04/10/23	23FT02203
TRAFFIC STOP	11:51:55	04/10/23	23FT02202
TRAFFIC STOP	06:54:42	04/10/23	23FT02196
TRAFFIC STOP	06:36:53	04/10/23	23FT02195
TRAFFIC STOP	01:21:32	04/10/23	23FT02193
TRAFFIC STOP	12:57:26	04/09/23	23FT02185
TRAFFIC STOP	12:11:07	04/09/23	23FT02184
TRAFFIC STOP	11:42:39	04/09/23	23FT02183
TRAFFIC STOP	10:58:47	04/09/23	23FT02182
TRAFFIC STOP	10:28:00	04/09/23	23FT02181
TRAFFIC STOP	10:19:31	04/09/23	23FT02180
TRAFFIC STOP	21:47:45	04/08/23	23FT02176
TRAFFIC STOP	01:58:58	04/08/23	23FT02169
TRAFFIC STOP	21:37:59	04/07/23	23FT02164
TRAFFIC STOP	20:30:39	04/07/23	23FT02161
TRAFFIC STOP	17:33:05	04/07/23	23FT02159
TRAFFIC STOP	16:59:48	04/07/23	23FT02155
TRAFFIC STOP	11:00:34	04/07/23	23FT02151
TRAFFIC STOP	07:19:21	04/07/23	23FT02144
TRAFFIC STOP	03:17:22	04/07/23	23FT02143
TRAFFIC STOP	01:50:28	04/07/23	23FT02141
TRAFFIC STOP	00:09:18	04/07/23	23FT02138
TRAFFIC STOP	23:51:24	04/06/23	23FT02137
TRAFFIC STOP	23:29:44	04/06/23	23FT02135
TRAFFIC STOP	23:09:19	04/06/23	23FT02134
TRAFFIC STOP	23:00:26	04/06/23	23FT02133
TRAFFIC STOP	17:14:37	04/06/23	23FT02129
TRAFFIC STOP	12:06:49	04/06/23	23FT02123
TRAFFIC STOP	10:09:52	04/06/23	23FT02119
TRAFFIC STOP	09:57:09	04/06/23	23FT02118
TRAFFIC STOP	02:36:15	04/06/23	23FT02113
TRAFFIC STOP	20:59:22	04/05/23	23FT02106
TRAFFIC STOP	20:46:34	04/05/23	23FT02105
TRAFFIC STOP	17:01:41	04/05/23	23FT02103
TRAFFIC STOP	15:20:23	04/05/23	23FT02101
TRAFFIC STOP	14:03:40	04/05/23	23FT02100
TRAFFIC STOP	13:46:52	04/05/23	23FT02099
TRAFFIC STOP	11:52:18	04/05/23	23FT02096
TRAFFIC STOP	11:41:09	04/05/23	23FT02095
TRAFFIC STOP	10:20:12	04/05/23	23FT02091
TRAFFIC STOP	09:49:50	04/05/23	23FT02089
TRAFFIC STOP	08:45:59	04/05/23	23FT02087
TRAFFIC STOP	08:10:19	04/05/23	23FT02086
TRAFFIC STOP	19:13:40	04/04/23	23FT02074
TRAFFIC STOP	17:45:51	04/04/23	23FT02073
TRAFFIC STOP	12:20:18	04/04/23	23FT02065
TRAFFIC STOP	08:05:30	04/04/23	23FT02061
TRAFFIC STOP	02:10:32	04/04/23	23FT02057
TRAFFIC STOP	02:08:38	04/04/23	23FT02056
TRAFFIC STOP	00:30:22	04/04/23	23FT02054
TRAFFIC STOP	00:26:37	04/04/23	23FT02053
TRAFFIC STOP	15:19:44	04/03/23	23FT02041
TRAFFIC STOP	15:04:23	04/03/23	23FT02040
TRAFFIC STOP	11:01:36	04/03/23	23FT02037



	TRAFFIC STOP		08:42:57 04/03/23	23FT02033
	TRAFFIC STOP		08:19:18 04/03/23	23FT02032
	TRAFFIC STOP		01:44:21 04/03/23	23FT02031
	TRAFFIC STOP		01:02:07 04/03/23	23FT02029
	TRAFFIC STOP		00:32:27 04/03/23	23FT02028
	TRAFFIC STOP		00:18:18 04/03/23	23FT02027
	TRAFFIC STOP		18:59:52 04/02/23	23FT02018
	TRAFFIC STOP		10:16:55 04/02/23	23FT02014
	TRAFFIC STOP		07:20:43 04/01/23	23FT01989
	TRAFFIC STOP		01:25:35 04/01/23	23FT01985
	TRAFFIC STOP		01:14:24 04/01/23	23FT01984
	TRAFFIC STOP		00:59:35 04/01/23	23FT01983

**TRESPASS (4)**

MALE REFUSING TO GET OUT OF HOT TUB	TRESPASS	FT2I2	01:00:15 04/14/23	23FT02295
TRESPASS IN PARK	TRESPASS	FT2I1	20:33:14 04/13/23	23FT02291
MALE REFUSING TO LEAVE PARKING LOT	TRESPASS	FT1B1	16:16:16 04/12/23	23FT02253
TRESPASS IN CONSTRUCTION SITE	TRESPASS	FT2G1	00:33:53 04/04/23	23FT02055

**UNAUTHUSEVHCL (1)**

CAR NOT RETURNED BY FRIENDS	UNAUTHUSEVHCL	FT1C1	19:02:06 04/27/23	23FT02652
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**UNSECPROP (2)**

UNSECURED APARTMENT	UNSECPROP	FT1F2	01:12:03 04/17/23	23FT02375
UNSECURED PROPERTY	UNSECPROP	FT1A1	21:50:54 04/12/23	23FT02262

**VACHOMECHK (2)**

VACATION HOME CHECK REQUESTED	VACHOMECHK	FT2H1	00:00:00 04/14/23	23FT02302
VACATION HOME CHECK	VACHOMECHK	FT1A1	11:04:38 04/05/23	23FT02094

**VHCLCRSHHITRUN (2)**

VEHICLE HIT THE CALLERS MAILBOX	VHCLCRSHHITRUN	FT3O1	19:00:45 04/20/23	23FT02484
HIT AND RUN CRASH	VHCLCRSHHITRUN	FT1B1	17:35:23 04/15/23	23FT02342

**VHCLCRSHNOINJ (17)**

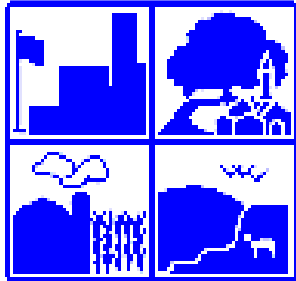
PARKING LOT CRASH, NON REPORTABLE	VHCLCRSHNOINJ	FT1B1	14:36:52 04/30/23	23FT02722
MINOR REAR END ACCIDENT	VHCLCRSHNOINJ	FT1B1	11:54:43 04/28/23	23FT02665
MINOR PARKING LOT ACCIDENT	VHCLCRSHNOINJ	FT2H1	12:08:05 04/27/23	23FT02645
PARKING LOT CRASH	VHCLCRSHNOINJ	FT1B1	16:19:18 04/24/23	23FT02569
DELIVERY VAN BACKED INTO PARKED MOTORCYCLE	VHCLCRSHNOINJ	FT2I2	13:13:03 04/24/23	23FT02566
3 CAR CHAIN REACTION CRASH	VHCLCRSHNOINJ	FT2H1	11:37:31 04/22/23	23FT02534
VEHICLE STRUCK CURB, REPORTABLE CRASH	VHCLCRSHNOINJ	FT2H1	16:02:46 04/20/23	23FT02482
TWO VEHICLE, NON REPORTABLE	VHCLCRSHNOINJ	FT2H1	08:16:18 04/18/23	23FT02409
TWO VEHICLE MINOR ACCIDENT	VHCLCRSHNOINJ	FT1B1	08:26:23 04/17/23	23FT02378
TWO VEHICLE NON REPORTABLE ACCIDENT	VHCLCRSHNOINJ	FT2H1	10:55:27 04/14/23	23FT02300
2 VEHICLE CRASH	VHCLCRSHNOINJ	FT3S1	16:32:08 04/09/23	23FT02187
MINOR REAR END ACCIDENT	VHCLCRSHNOINJ	FT2H1	10:16:41 04/05/23	23FT02092
MINOR REAR END COLLISION	VHCLCRSHNOINJ	FT2I2	14:41:25 04/04/23	23FT02068
TWO VEHICLE CRASH, DISABLING DAMAGE	VHCLCRSHNOINJ	FT1A1	16:08:59 04/03/23	23FT02045
TWO CAR REPORTABLE CRASH	VHCLCRSHNOINJ	FT2G1	15:40:33 04/03/23	23FT02043
CAR STRUCK TRAILER	VHCLCRSHNOINJ	FT1B1	12:08:45 04/03/23	23FT02038
2 VEHICLE NON-REPORTABLE CRASH.	VHCLCRSHNOINJ	FT1A1	21:19:34 04/02/23	23FT02022

**VHCLCRSHUNKN (1)**

SINGLE VEHICLE REPORTABLE CRASH	VHCLCRSHUNKN	FT1F1	06:21:42 04/09/23	23FT02179
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**WARRANTSERVICE (2)**

OPERATOR STOPPED WITH 24 WARRANTS	WARRANTSERVICE		08:28:47 04/26/23	23FT02614
WARRANT SERVICE DETAIL	WARRANTSERVICE	FT2H1	10:45:55 04/06/23	23FT02120



Ferguson Township  
3147 Research Drive  
State College, PA 16801  
Telephone: 814 – 238 – 4651  
Fax: 814 – 954 – 7642  
[www.twp.ferguson.pa.us](http://www.twp.ferguson.pa.us)

# Memo

To: Ferguson Township Board of Supervisors

From: Township Manager

C: Department Heads

Date: May 15, 2023

Re: Telecommunications Platform Replacement Project

Ferguson Township issued the Request for Proposal for Telecommunications Platform Replacement on March 14, 2023 in support of effective and efficient operations. The Township received four (4) responses by the submission deadline of March 24, 2023, and received demonstrations, via Zoom, of each proposed platform with proof-of-concept. An ad hoc committee was convened to review the responses and consider the demonstrations for competition of a scorecard. The preferred vendor submitted a proposal that meets the scope of work described in RFP and with cost estimate below allocated funds in the 2023 Operating Budget. HammerTECH, a division of Weidenhammer, brings over 40 years of experience, with scalable options and integrated credentials, solutions for emergency systems, options for desk and/or mobile app for soft phone usage, maintenance and support, security, and training for use of system for end users. Provided with this memo is a copy of the proposal and agreement for execution.

Appendix F –Weidenhammer Master  
Services Agreement [*Sample*]



**Master Services Agreement**

Agreement No: 22XXX

This Master Services Agreement ("Agreement") is made and entered into by and between Weidenhammer Systems Corporation (sometimes referred to as "we," "us," "our," or "Weidenhammer"), a Pennsylvania corporation, and \_\_\_\_\_, (sometimes referred to as "you," "your," or "Client"), having its principal place of operation at \_\_\_\_\_, with reference to the following facts:

The terms and conditions governing the rights and obligations of the parties hereto are contained in the following schedules and exhibits which are all hereby incorporated into and governed by this Agreement:

- A. Schedule A - Master Services Agreement; and
- B. All exhibits/addenda attached hereto.

**Notice.** All notices required or permitted under the terms of this Agreement will be deemed given when received via the United States mails, postage prepaid, addressed to the party for whom notice is intended, at the address specified for such party below or such other address for notice specified by such party in a notice similarly given. Such notices will also be deemed given when delivered to such address by courier or other means in an envelope addressed to the party for whom notice is intended. Electronic mail notices will be effective only upon proof of receipt by the party for whom notice is intended, by acknowledgement of receipt by that party or otherwise and by sending a copy via US mail.

If to Weidenhammer:  
 Weidenhammer Systems Corporation  
 935 Berkshire Boulevard  
 Wyomissing, PA 19610  
 Attention: John P. Weidenhammer  
 Email: jpw@hammer.net

If to Client:

**IN WITNESS WHEREOF**, Weidenhammer and the Client have executed this Agreement, which shall be effective on \_\_\_\_\_, 2022 (the "Effective Date").

**WEIDENHAMMER SYSTEMS CORPORATION**

**CLIENT:**

BY: \_\_\_\_\_  
 (Authorized Signature)

John P. Weidenhammer, President  
 (Name & Title)

\_\_\_\_\_  
 (Date)

BY: \_\_\_\_\_  
 (Authorized Signature)

\_\_\_\_\_  
 (Name & Title)

\_\_\_\_\_  
 (Date)

## Schedule A

### MASTER SERVICES AGREEMENT

The Parties agree as follows:

#### 1.0 STATEMENT OF SERVICES

##### 1.1 Services

The services to be delivered by Weidenhammer (the "Services") and the fees for those Services (the "Service Fees"), and the specific terms applicable to those Services shall be described in one or more Statements of Work ("SOWs") referencing this Agreement.

Except for Supplemental Services (described below), and unless otherwise agreed in writing, the Services we will deliver to you are limited to those Services specifically identified in one or more SOWs. In the event of any conflict between the terms of an SOW and this Agreement, the terms in the SOW control.

We may decline to perform any Services requested by the Client that are in violation of any applicable law or that are not typically associated with the Services provided by Weidenhammer.

##### 1.2 Supplemental Services

"Supplemental Services" are limited, additional Services and equipment you may need on a "one-off" or emergency basis that are not included within the scope of the Services described in an SOW. You will incur additional Service Fees for Supplemental Services. We will notify you of any such additional Service Fees and will obtain your approval prior to providing them. However, we have no obligation to determine the need for or to provide any Supplemental Services. All Supplemental Services are provided on an "as-is" basis and include no warranties of any kind, whether express or implied. In addition, if we determine that any additional services you request would be inappropriate for treatment as Supplemental Services under this paragraph, we may deliver to you a proposed SOW for Services or a proposal prior to providing Supplemental Services.

##### 1.3 Site of Services

At our option, the Services provided under this Agreement may be performed at Client's place of business, or at our physical or remote offices.

##### 1.4 Modification of Services

Client may at any time modify the scope of Services agreed to between the parties in a specific SOW, upon thirty (30) days written notice to Weidenhammer specifying the desired modifications to the same degree of specificity as in the original SOW. Weidenhammer shall at its discretion agree to perform such Services within ten (10) days following receipt of such notice. The performance of modified Services by Weidenhammer shall be governed by the terms and conditions of this Agreement and the modified SOW.

#### 2.0 FEES FOR SERVICES | PAYMENT TERMS

##### 2.1 Service Fees

Fees for Services are set forth in SOWs. Unless otherwise indicated in writing in an SOW, all Services will be performed on a time-and-materials basis at our then-current rates. At any time after the completion of an SOW, we may elect to raise the fees that we charge, but the increase will not be greater than 5% annually. We shall give you no less than thirty (30) days' notice of any such increase in fees to be charged. Following your receipt of such notice, you may terminate this Agreement without incurring any additional charges or penalties.

Special rates may apply for Services requested outside of normal business hours (8 am to 5pm US Eastern Time, Monday through Friday) or on holidays. Special rates are charged at our then prevailing rates, with a one hour minimum. Holiday hour rates are two (2) times normal hourly rates, with a one (1) hour minimum.

##### 2.2 Payment

In consideration of the Services rendered by Weidenhammer for Client under this Agreement, Client will pay us a fee in accordance with each SOW or based on our then prevailing fees. Payment will be made by Client within thirty (30) days after the date of invoice. In the event Client disputes an amount on an invoice, then Client shall notify us of amounts on any invoice which Client disputes and request that we issue two (2) invoices, whereby one (1) reflects the undisputed amount and the other invoice reflects the disputed amount. Client shall pay the undisputed invoice amount as set forth herein. With respect to the invoice that reflects the disputed amount, the parties shall negotiate the disputed amount. If resolution of the dispute determines that the disputed amount was properly charged to Client, payment shall be made within ten (10) business days of the determination. If resolution of the dispute determines that the disputed amount was improperly charged to Client, we will credit out within ten (10) business days of the determination or void such invoice.

##### 2.3 Estimates

Any estimates made by Weidenhammer for the cost of Services to Client shall be made in good faith but shall in no event constitute a fixed price agreement between the parties. Project pricing is provided to Client in SOWs, product quotes or fixed-price arrangements authorized in a signed writing, or electronically acknowledge transmittal (i.e., e-mail), by both Weidenhammer and Client.

##### 2.4 Finance Charge

Invoices which remain unpaid by Client after thirty (30) days of the date the payment is due shall be subject to a monthly finance charge of no more than 1% which shall be added to the fee due and owing to us.

##### 2.5 Applicable Taxes

The fees payable under this Agreement shall not be construed to

include local, state or federal sales, use, excise, personal property or other similar taxes or duties, and any such taxes shall be assumed and paid for by Client except those taxes based on our net income.

#### 2.6 Pass-Through Expenses

Client shall pay our reasonable out-of-pocket expenses, including travel expenses, lodging, meals, or other similar expenses, which may be incurred by us in performing Services. Any such "Pass-Through Expenses" will be billed at cost and invoiced monthly.

#### 2.7 Suspension of Service

If you fail to pay all amounts owed under this Agreement or any associated SOW when due, then upon at least ten (10) business days prior written notice, and in addition to any other remedies available to us, we may suspend Services and withhold Confidential Information (defined below) under this Agreement until full payment is made. Following any suspension of service under this provision, and after you make full payment to us, we shall restore the Services after validating that all components to be monitored and/or managed under any applicable SOW comply with our level of security, updates and best practices. You shall pay a "Reactivation Fee" for such restoration equal to one month of the Service Fees. Our right to suspend Services under this section is in addition to our right to terminate this Agreement.

#### 2.8 Continued Service

Unless we are bringing an action for your failure to make payments for Services not otherwise in dispute, we will continue to provide Services under this Agreement, and you shall continue to make payments to us, in accordance with this Agreement, during the period in which the parties seek resolution of the dispute.

### 3.0 TERM AND TERMINATION

#### 3.1 Term

The term of this Agreement ("Term") shall commence on the effective date of this Agreement and shall continue until canceled by either party except for that portion of this Agreement embodied in Section 11.0 NON-SOLICITATION.

#### 3.2 Termination of Agreement

This Agreement may be terminated without cause by either party upon thirty (30) days prior written notice to the other party of its intention to terminate, provided that termination by us shall not become effective until completion of any SOW mutually agreed to by both parties and payment therefor. Upon termination of this Agreement, the parties shall promptly return to each other all matter of any type which may contain confidential information.

#### 3.3 Client's Cancellation of Services

Client may at any time terminate the performance of any portion of the Services upon thirty (30) days prior written notice to Weidenhammer stating its intention to terminate and specifying the Services to be terminated and the date upon which such termination shall be effective. In the event of such termination, Client shall promptly pay for Services rendered prior to the effective date of termination and for any additional charges under this Agreement.

### 4.0 INDEPENDENT CONTRACTOR

Unless otherwise agreed in writing, we will perform all Services solely as an independent contractor and not as an employee, agent or representative of Client.

#### 4.1 Our Staff

Our staff and contractors are not, nor shall they be deemed to be at any time during the term of this Agreement, the employees of Client. We will be solely responsible for payment of all compensation owed to our staff and consultants assigned to Client, including payment, if any, of employment related taxes and Workmen's Compensation Insurance.

#### 4.2 Right to Assign and Remove Staff

We shall have the right to determine which of our staff or consultants shall be assigned to perform Services for Client under this Agreement and shall have the sole right to re-assign any staff person provided that such re-assignment does not interfere with the Services required to be performed under this Agreement. Client shall have the right of approval with respect to any staff proposed by us to perform Services under this Agreement. Client may request to interview any of our staff person or consultants proposed for assignment to Client and may, based upon the skills and background required for the Services reject any such person upon written notice to us within ten (10) days of such interview. In the event any assigned person fails to perform Services in a satisfactory manner, Client shall have the right to terminate such person's services to Client within ten (10) days by written notice to us. Upon receipt of such notice, we will replace such person as soon as practicable.

### 5.0 PROPERTY RIGHTS

Unless specifically identified in an SOW, any writing or work of authorship, regardless of medium, created or developed by Weidenhammer prior to performance under an SOW and related to existing works owned by Weidenhammer is a "Weidenhammer Work," is not to be deemed a "work made for hire," and is and will remain our sole, exclusive property. To the extent any Weidenhammer Work for any reason is determined not to be owned by us, Client hereby irrevocably assigns and conveys to us all of its copyright in such Weidenhammer Work. Client further hereby irrevocably assigns to us all patent, copyright, trade secret, know-how and other proprietary and associated rights in any Weidenhammer Work.

#### 5.1 Ownership of Work Product

The tangible property and tangible work products created by us specifically for Client pursuant to this Agreement shall belong to the Client and shall be deemed a "work made for hire." However, Weidenhammer Work, all systems, programs and specifications, and other materials and hardware owned by us or in our possession prior to execution of an SOW ("Weidenhammer IP") and used by us in conjunction with Client Services, shall continue to belong to us exclusively whether or not they were specifically adapted by us for use by Client. To the extent Weidenhammer IP is used in the completion of any Client SOW, we will provide a perpetual, royalty free, worldwide, non-exclusive license to use the Weidenhammer IP.

#### 5.2 Ownership of Knowhow

Any ideas, concepts, knowhow or techniques developed during the Term of this Agreement by us, or jointly by us and you, may be used by both parties with a perpetual, royalty free, worldwide, non-exclusive license to use the same.

#### 5.3 Your Data

Any data or other materials furnished by you for use by us in connection with the Services performed under this Agreement shall

remain the sole property of Client and will be held in confidence by us. You may obtain the return of data or other materials furnished to us upon termination of this Agreement and upon receipt by us of payment for Services rendered. If you fail to request return of your data and materials from us within thirty (30) days from the date to which you are so entitled, we will cease to be responsible for its safekeeping.

#### 5.4 Right to Develop Competitive Solutions

Nothing in this Agreement shall be construed to preclude us from developing and marketing Solutions ("Solutions" means the end product of our work) and Services which are competitive with those provided for Client hereunder, irrespective of whether such Solutions and Services are similar or related to those developed by Weidenhammer for Client pursuant to this Agreement.

### 6.0 NON-DISCLOSURE AND CONFIDENTIALITY

#### 6.1 Client Data Security & Privacy

In addition to its other confidentiality obligations under an SOW, we will not use, edit or disclose to any party other than Client any Client Data (defined below), except as otherwise requested by Client, or required by court order or applicable law. "Client Data" includes but is not limited to Client records, files, data, information, personally identifiable information (PII), personal health information (PHI) in the possession of the Client before the Effective Date or developed upon or after the Effective Date regardless of form electronic or other. As between us and you, all Client Data is owned exclusively by you. Client Data constitutes Confidential Information subject to the terms of this Agreement. We may access Client's User accounts, including Client Data, solely to respond to service or technical problems or otherwise at Client's request.

#### 6.2 Confidential Information

During the Term, either party may be exposed to or may acquire the other's proprietary or confidential information. Each of us shall hold all such "Confidential Information" in strict confidence and shall not disclose any such information to any third party or use such information for any purpose other than in connection with the Services.

Confidential Information includes but is not limited to: (a) with respect to Weidenhammer, our unpublished prices for Services, audit and security reports, server/network configuration designs, firewall and other hardware configurations, passwords, all business plans, employee Personally Identifiable Information (PII) technical information or data, product ideas, methodologies, calculation algorithms and analytical routines, and other proprietary technology, (b) with respect to Client, content transmitted to or from, or stored by Client on, our servers, and (c) with respect to both parties, other information that is conspicuously marked as "confidential" or if disclosed in non-tangible form, is verbally designated as "confidential" at the time of disclosure and confirmed as confidential in a written notice given within one (1) day of disclosure.

Notwithstanding the preceding provision, Confidential Information does not include:

- Information that at the time of disclosure is or becomes, without fault of the recipient, available to the public by publication or otherwise;
- Information that either party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly,

from the other;

- Information received from a third party with the right to transmit same without violation of any secrecy agreement with the other party; or
- Information that must be disclosed pursuant to court order or by law.

#### 6.3 Security and Regulatory Recommendations

Although we are under no obligation to do so, from time to time, we may make recommendations regarding regulatory compliance, safety and security related to Client's network and practices (e.g., multi-factored authentication). If Client fails to adopt or implement the recommended protocols, Client is responsible for any and all damages related to regulatory, security, privacy, or data protection, including but not limited to fines, data breach notification, malware or ransomware costs, restoration, forensic investigation, restoring backups, or any other costs or damages related to Client's refusal to implement the recommended protocols.

#### 6.4 Confidentiality of this Agreement

No copy of this Agreement, any SOWs, discussions, negotiations, terms or conditions relating to this Agreement, or any other information relating to the Agreement and SOWs may be disclosed to any third party, except by reason of legal, accounting or regulatory requirements, without the prior written consent of the parties hereto.

### 7.0 CLIENT COVENANT AND OBLIGATIONS

#### 7.1 Assistance

Client shall provide in a timely and professional manner, and at no cost to Weidenhammer, assistance, cooperation, complete and accurate information and data, equipment, access to applicable computer and telecommunications facilities, networks, firewalls, servers, programs, files, documentation, passwords, a suitable work environment, and other resources requested by us to enable it to perform the Services (collectively, "Assistance"). We will not be liable for any deficiency in performing the Services if such deficiency results from Client's failure to provide full Assistance as required hereunder. Assistance includes, but is not limited to, designating a project manager or contact person to interface with us during the course of Services.

#### 7.2 Software Licensing

Unless specifically otherwise agreed to in an applicable SOW, Client represents and warrants that Client has title to or has a license or the right to use or modify the Software and has a license or right to permit Weidenhammer to use, access or modify any software that Client has requested us to use, access or modify as part of the Services.

It is the Client's responsibility to independently ensure that ALL software in use by Client is properly licensed, and Client agrees to maintain records of applicable licenses. We will not promote the use of, or knowingly support software which is not properly licensed by Client. Assistance with software audits or licensing compliance matters are billable at our then current hourly rates.

#### 7.3 Software Licensing

We shall not be responsible or liable to Client for any consequences from the use of software no longer under manufacturer product support or no longer supported by the software publisher ("Unsupported Software"). THEREFORE, SO LONG AS

WEIDENHAMMER IS USING COMMERCIALY REASONABLE EFFORTS TO PROTECT CLIENT'S NETWORK, CLIENT AGREES TO HOLD WEIDENHAMMER HARMLESS FROM ANY LOSS, INJURY OR DAMAGE TO CLIENT OR ANY HARDWARE, SOFTWARE, AND/OR COMPUTER DATA OF CLIENT CAUSED BY ANY USE OF UNSUPPORTED SOFTWARE.

#### 7.4 Our Access

Client shall supply Weidenhammer necessary access to its personnel, documentation, records, IT resources and facilities as appropriate for us to perform the Services in a timely manner.

#### 7.5 Third-Party Obligations

Weidenhammer is not responsible for any act or omissions for third-party providers. We do not warrant beyond any warranty of any third-party Services. If a claim arises from any act or omission of a third-party provider, you agree that your sole remedy will be against that third-party.

Client is responsible for any third-party vendor or service provider charges and to arrange for termination and payment of charges related to the termination of any related Services with your current service provider(s).

#### 7.6 Network Security and Malicious Events

Unless specifically otherwise agreed to in an applicable SOW, it is Client's sole responsibility to determine whatever actions deemed necessary to make Client's data and voice networks and circuits secure from unauthorized access. We are not responsible for the security of your network and circuits from third parties, or for any damages that may result from any unauthorized access to your network.

You have an affirmative obligation to protect your network environment, and to train your employees for spam, malware, virus protection, and prevention from criminal acts of third parties. Weidenhammer is not responsible for criminal acts of third parties, including but not limited to hackers, phishers, crypto-locker, and any network environment subject to ransom. You decide whether to pay ransom and hold Weidenhammer harmless for any activity affecting network security on your environment.

If a security system for Client's network is included within the Services to be provided by us, we agree to use commercially reasonable efforts to protect Client's network from malicious attack by computer viruses, computer worms and/or computer hackers (collectively, "malicious activities"). However, Client understands that no security system can guarantee complete protection against malicious activities as such attacks often involve the intentional action by third parties to invade and injure computer systems. **SO LONG AS WE ARE USING COMMERCIALY REASONABLE EFFORTS TO PROTECT CLIENT'S NETWORK, DATA AND COMPUTING INFRASTRUCTURE, CLIENT AGREES TO HOLD WEIDENHAMMER HARMLESS FROM ANY LOSS, INJURY OR DAMAGE TO CLIENT OR ANY HARDWARE, SOFTWARE, AND/OR COMPUTER DATA OF CLIENT CAUSED BY SUCH MALICIOUS ACTIVITIES.**

#### 7.7 Third-Party Criminal Activity

Weidenhammer is not responsible for criminal acts of third parties, including but not limited to intrusions or unauthorized access of any kind, hackers, phishers, crypto-locker, and any network environment subject to ransom. You decide whether to pay ransom and hold us harmless for any activity effecting network security on your

environment related to third-party criminal activity. Any costs or fees to rebuild or service machines are provided and sold separately by Weidenhammer.

#### 7.8 Theft of Services

Client shall notify us immediately, in writing, by electronic mail or by calling our customer support line, if Client becomes aware at any time that the Services are being stolen or used fraudulently. Failure to do so in a timely manner may result in the immediate termination of the Services and additional charges to billed to you. Client will be liable for all use of the Service using Equipment stolen from you and any and all stolen Service or fraudulent use of the Services. Credits will not be issued for charges resulting from fraud that arises out of third parties hacking into any Equipment. This includes, but is not limited to, modem hijacking, wireless hijacking or other fraud arising out of a failure of your internal/corporate procedures. We will not issue credit for invoiced charges for fraudulent use resulting from your negligent or willful acts or those of an authorized user of your service. **THEREFORE, CLIENT AGREES TO HOLD WEIDENHAMMER HARMLESS FROM ANY LOSS, INJURY OR DAMAGE TO CLIENT OR ANY THEFT OF SERVICE AND OR CLIENT CAUSE BY SUCH THEFT OF SERVICE.**

#### 7.9 Viruses

You are responsible to ensure that anti-virus solutions are in place, updated, and have a valid update subscription. We are not responsible for any harm that may be caused by Client's access to third party application programming interfaces or the execution or transmission of malicious code or similar occurrences, including without limitation, disabling devices, drop dead devices, time bombs, trap doors, Trojan horses, worms, viruses and similar mechanisms. Any costs or fees to rebuild or service machines are provided and sold separately by Weidenhammer.

### 8.0 WEIDENHAMMER REPRESENTATIONS AND WARRANTIES

#### 8.1 Service Warranty

We warrant that the Services will be performed in a professional and workmanlike manner and as described in applicable Statements of Work (SOWs). All Services will be deemed to be accepted unless Client notifies us in writing within ten (10) working days after performance that the Services did not conform to this warranty. We will promptly correct any non-conformities and will notify you in writing that the non-conformities have been corrected.

#### 9.0 DISCLAIMER OF WARRANTY

TO THE EXTENT NOT PROHIBITED BY LAW, CLIENT ACKNOWLEDGES THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS BY WEIDENHAMMER OR ANY THIRD-PARTY VENDORS' INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THAT THOSE THIRD-PARTY VENDORS DISCLAIM ANY AND ALL LIABILITY, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM THE SERVICES.

WEIDENHAMMER MAY LINK TO OR OFFER THIRD-PARTY SERVICES FOR RESALE. ANY PURCHASE, ENABLING, OR ENGAGEMENT OF THIRD-PARTY SERVICES, INCLUDING BUT NOT LIMITED TO IMPLEMENTATION, CUSTOMIZATION, CONSULTING SERVICES, E-MAIL, WEB HOSTING, SERVER HOSTING, PHONE SERVICE, AND ANY EXCHANGE OF DATA BETWEEN YOU AND ANY THIRD-PARTY SERVICE, IS SOLELY BETWEEN



YOU AND THE APPLICABLE THIRD-PARTY SERVICE PROVIDER AND IS SUBJECT TO THE TERMS AND CONDITIONS OF SUCH THIRD-PARTY PROVIDER. WEIDENHAMMER DOES NOT WARRANT THIRD-PARTY SERVICES AND IS NOT RESPONSIBLE OR LIABLE FOR SUCH SERVICES OR ANY LOSSES OR ISSUES THAT RESULT AS YOUR USE OF SUCH SERVICES. IF YOU PURCHASE, ENABLE OR ENGAGE ANY THIRD-PARTY SERVICE FOR USE IN CONNECTION WITH THE SERVICES, YOU ACKNOWLEDGE THAT WEIDENHAMMER MAY ALLOW PROVIDERS OF THOSE THIRD-PARTY SERVICES TO ACCESS YOUR DATA USED IN CONNECTION WITH THE SERVICES AS REQUIRED FOR THE INTEROPERATION OF SUCH THIRD-PARTY SERVICES WITH THE SERVICES. YOU REPRESENT AND WARRANT THAT YOUR USE OF ANY THIRD-PARTY SERVICE SIGNIFIES YOUR INDEPENDENT CONSENT TO THE ACCESS AND USE OF YOUR DATA BY THE THIRD-PARTY SERVICE PROVIDER, AND THAT SUCH CONSENT, USE, AND ACCESS IS OUTSIDE OF PROVIDERS' CONTROL. WEIDENHAMMER WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DISCLOSURE, MODIFICATION OR DELETION OF DATA RESULTING FROM ANY SUCH ACCESS BY THIRD-PARTY SERVICE PROVIDERS.

#### **10.0 COMPLIANCE WITH LAWS**

Weidenhammer shall comply with all laws applicable to us in our role as a Services provider or as a Managed IT provider. For the avoidance of doubt, we are not responsible for complying with the laws specifically applicable to Client or Client's industry. Client shall comply with all Laws specifically applicable to Client or in Client's industry.

Although it is under no obligation to do so, from time to time, we may make recommendations regarding legal requirements and regulatory compliance protocols related to Client's network and practices. If Client fails to adopt or implement the recommended legal requirements or regulatory compliance protocols, Client is responsible for any and all damages related to legal and regulatory compliance. Even if Client does take our advice regarding legal requirements and regulatory compliance protocols, we do not take responsibility for any legal requirements and regulatory compliance protocols or audits.

#### **11.0 NON-SOLICITATION**

You shall not solicit any Weidenhammer employee with whom you have had direct contact in connection with the Services for employment with you or with any other person during the Term of this Agreement and for twenty-four (24) months following termination of this Agreement.

You acknowledge that injury resulting from any breach of this Section 11 would be significant and irreparable and that it would be extremely difficult to ascertain the actual amount of damages resulting from such breach. Therefore, in the event of a violation of this provision, in addition to any other right we may have at law or in equity, you will make a one-time payment to us in the amount of one hundred percent (100%) of the affected employee's base salary for one year, which accurately reflects the reasonable value of the employee's time and costs. Weidenhammer and Client agree that such amount is not intended as a penalty and is reasonably calculated based upon the projected costs the injured party would incur to identify, recruit, hire and train suitable replacements for such personnel.

#### **12.0 DISPUTE RESOLUTION**

##### **12.1 Arbitration Procedure**

Each of us shall attempt to settle amicably by mutual discussions any disputes, differences, or claims related to this Agreement within sixty

(60) days of the date any such dispute arises. Failing such amicable settlement, any such dispute, including claim related to the existence, validity, interpretation, performance, termination, or breach of this Agreement, is to be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration will be conducted in English and will have one (1) arbitrator. The Arbitrator will not have the authority to award punitive damages to either party. Each of us will bear our own expenses, but we shall share equally the expenses of the Arbitration Tribunal and the AAA. Any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in Berks County, PA, or at another location upon which we may agree. Notwithstanding the foregoing, claims for preliminary injunctive relief, other pre-judgment remedies, and claims for your failure to pay for Services may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

##### **12.2 Period for Bringing a Claim**

No claims to be resolved may be made more than twelve (12) months after the date by which the fault or failure should reasonably have been discovered; failure to make such a claim within the twelve (12) month period shall forever bar the claim.

##### **12.3 Attorney's Fees**

In the event that there is any dispute, difference, or claim related to this Agreement that is resolved either through arbitration or through litigation, each of us will bear our own costs for defending or prosecuting such dispute, difference, or claim.

#### **13.0 INDEMNIFICATION**

##### **13.1 By Client**

Subject to the applicable limitations of liability provisions set forth in the section titled Limitation of Liability, Client shall defend, indemnify and hold Weidenhammer harmless against all loss, liability and expense, including reasonable attorney's fees, associated with the defense or settlement of any claim that:

- Our use, access or modifications of any software that you have requested that we use, access or modify as part of the Services infringes any patent, copyright, trademark, trade secret or other intellectual property right;
- Any claim related to software licensing and software licensing compliance; or
- Any claim related to any data privacy, data protection, or data regulatory scheme which Client's use of the Service violates any law or standard.

You further shall pay any judgments or settlements applicable to the above-identified terms of indemnity.

##### **13.2 By Weidenhammer**

Subject to the applicable limitation of liability provisions set forth in the section titled LIMITATION OF LIABILITY, Weidenhammer agrees to defend, indemnify and hold Client harmless from and against all loss, liability, and expense including reasonable attorney's fees caused by our:

- a) negligent act, error, omission, advice, misstatement, or misrepresentation; or
- b) unintentional breach of this Agreement or any contractual term implied by law; or

c) other act, error or omission giving rise to civil liability arising out of Services performed for Client.

#### **14.0 LIMITATION OF LIABILITY**

EXCEPT AS MAY BE DESCRIBED IN AN APPLICABLE SOW FOR SERVICES, WEIDENHAMMER'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY CLIENT AND WILL NOT EXCEED THE GREATER OF (1) THE PROCEEDS OF ANY PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY WEIDENHAMMER UNDER ITS APPLICABLE INSURANCE POLICIES, OR (2) THE AMOUNTS PAID BY CLIENT TO US UNDER THIS AGREEMENT AND ALL SERVICES PROVIDED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF ANY SUCH CLAIM. IN THE EVENT OF AN INSURANCE COVERAGE DISPUTE, WE ARE NOT REQUIRED TO DISPUTE THE COVERAGE DETERMINATION AND ARE NOT REQUIRED TO FILE A DECLARATORY JUDGMENT ACTION.

IN NO EVENT IS EITHER PARTY TO BE HELD LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, LOSS FROM INTERRUPTION OF BUSINESS, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES OR FROM MISTAKES, THE SERVICES NOT MEETING YOUR REQUIREMENTS OR EXPECTATIONS, OMISSIONS, TRANSLATIONS AND SYSTEM WORDINGS, FUNCTIONALITY OF FILTERS, MIGRATION ISSUES, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, HARDWARE FAILURES, UNAVAILABILITY OF BACKUPS, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION, SECURITY BREACH, OR THIRD-PARTY SERVICE FAILURES, EVEN IF PREVIOUSLY ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS IN CONTRACT, TORT OR OTHERWISE. WEIDENHAMMER WILL NOT BE LIABLE FOR ANY KIND OF AUTHORIZED ACCESS OR ANY HARM THAT MAY BE CAUSED BY YOUR ACCESS TO THIRD PARTY APPLICATION PROGRAMMING INTERFACES OR THE EXECUTION OR TRANSMISSION OF MALICIOUS CODE OR SIMILAR OCCURRENCES, INCLUDING WITHOUT LIMITATION, DISABLING DEVICES, DROP DEAD DEVICES, TIME BOMBS, LOGIC BOMBS, TRAP DOORS, TROJAN HORSES, WORMS, VIRUSES, HACKERS, PHISHERS, CRYPTO-LOCKERS, RANSOMWARE, AND SIMILAR MECHANISMS.

CLIENT ACKNOWLEDGES AND AGREES THAT WEIDENHAMMER WOULD NOT ENTER INTO THIS AGREEMENT FOR THE CONSIDERATION GIVEN BY CLIENT BUT FOR THE LIMITATIONS OF LIABILITY AND DAMAGES CONTAINED IN THIS AGREEMENT. CLIENT ACKNOWLEDGES AND AGREES THAT THE RIGHT TO RECEIVE THE SERVICES IN EXCHANGE FOR THE LIMITATIONS IN THIS AGREEMENT AND THE OTHER CONSIDERATION GIVEN BY CLIENT FOR THE SERVICES CONSTITUTES A BARGAIN THAT IS FAIR AND REASONABLE.

#### **15.0 INSURANCE**

We agree to maintain during the Term, professional liability insurance including errors and omissions with aggregate limits of at least Five Million Dollars (US \$5,000,000). Client's insurance shall be primary over Weidenhammer's insurance. Client agrees to waive and to require its insurers to waive any rights of subrogation or recovery they may have against Weidenhammer, its agents, officers, directors, and employees.

## **16.0 DATA PRIVACY & PROTECTION**

### **16.1 Client Data**

Weidenhammer agrees that any electronic data or personal information submitted by Client to us as a part of the Service, and any Client Data remains the property of Client and/or its end user or other third party. Weidenhammer agrees that we will comply with all applicable United States data privacy and data security laws that the Services are subject to and as stated herein.

### **16.2 California Consumer Privacy Act**

Client agrees not to provide any data to us subject to the California Consumer Privacy Act ("CCPA"). Client shall indemnify and hold Weidenhammer harmless for any claims related to Client Data that is regulated under CCPA, unless the parties enter an applicable Data Processing Addendum (defined below).

### **16.3 Gramm-Leach-Bliley Act & Health Insurance Portability and Accountability Act Data Processing**

Client agrees not to provide any data to Weidenhammer subject to the Gramm-Leach-Bliley Act ("GLBA") or Health Insurance Portability and Accountability Act ("HIPAA"). Client shall indemnify and hold Weidenhammer harmless for any claims related to Client Data that is regulated under GLBA and/or HIPAA, unless the parties enter an applicable Data Processing Addendum (defined below).

### **16.4 General Data Protection Regulation & United Kingdom Data Processing**

Client agrees not to provide any data to Weidenhammer from any data subject of the European Union or the United Kingdom that is regulated under the General Data Protection Regulation ("GDPR") or similar data protection regulation. Client shall indemnify and hold Weidenhammer harmless for any claims related to Client Data that is from a data subject from the European Union or the United Kingdom, or from claims from any data protection regulatory authority enforcing GDPR compliance or similar data protection regulation, unless the parties enter an applicable Data Processing Addendum. If the United Kingdom supersedes GDPR with a similar data protection regulation, then the subsequent United Kingdom data protection regulation will be the governing regulation for United Kingdom's data subjects.

### **16.5 New York SHIELD ACT**

If applicable, in compliance with our legal obligations under the New York SHIELD Act ("SHIELD"), we represent and warrant that we will comply with all data security requirements under SHIELD. Our security requirements and legal obligations are further outlined in the following supplemental documentation: Written Information Security Policy, Information Security Incident Response Plan, and an Acceptable Use Policy, which are incorporated herein by reference, and may be subject to change at any time by Weidenhammer.

### **16.6 Data Processing Addendum**

For Clients who require the processing of CCPA, GLBA, HIPAA, GDPR, or United Kingdom data processing or similar data privacy and/or data protection regulation, Client must enter into an applicable agreement with Weidenhammer in the form of a data processing agreement (the "Data Processing Addendum"). Each data privacy or data protection regulation may contain its own separate addendum (or combined addendum) depending on Weidenhammer or Client's regulated activities.

## 17.0 GENERAL

### 17.1 Notices

Except as otherwise provided under this Agreement, all notices, demands or requests to be given by any party to the other party shall be to the addresses or emails provided by the parties above in writing and shall be deemed to have been duly given on the date delivered in person, or sent via fax, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested, and addressed as set forth on the applicable Agreement or SOW. The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

### 17.2 Force Majeure

Neither party will be liable for any failure of performance of the Services (in the case of Weidenhammer) or failure to perform in accordance with this Agreement due to causes beyond our reasonable control, including, but not limited to, fire, flood, electric power interruptions, national or regional emergencies, epidemics, pandemics, public health emergencies, stay-at-home orders, furloughs, quarantines, or other restriction or prohibition, civil disorder, acts of terrorism, riots, strikes, Acts of God, or any law, regulation, directive, or order of the United States government, or any other governmental agency, including state and local governments having jurisdiction over the affected party or the Services provided hereunder (the "Affected Performance"). Any party whose performance is so affected shall give written notice to the other party describing the Affected Performance. The parties promptly shall confer, in good faith, to agree upon equitable, reasonable action to minimize the impact on both parties of such condition. If the delay caused by the force majeure event lasts for a period of more than thirty (30) days, the parties shall attempt to negotiate an equitable modification to the Agreement pertaining to the Affected Performance. If the parties are unable to agree upon an equitable modification, then either party may serve thirty (30) days' written notice of termination on the other party with respect only to the portion of the Agreement relating to the Affected Performance. Client shall pay Weidenhammer for that portion of the Affected Performance that was completed or that was in the process of being completed through the effective termination date of the Affected Performance.

### 17.3 No Waiver

No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

### 17.4 Assignment

Neither party may assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of the other party. If a party transfers its rights, interests and obligations under this Agreement without the other party's consent then such assignment will not be valid, and the transferring party shall remain responsible under this Agreement and any SOW regardless of whether Client continues to derive any benefit from the Services. However, either party may assign or otherwise transfer its rights, interests and obligations under this Agreement and associated SOWs without

consent of the other party in the event of a change in control of 50% or more of the equity of such party, the sale of substantially all the assets of such party, or the restructuring or reorganization of such party or its affiliate entities. In addition, unless otherwise agreed, we may contract with third parties to deliver some or all of the Services, and no such third-party contract is to be interpreted as an assignment of this Agreement. However, we will use commercially reasonable efforts to ensure that any and all such third parties abide by all of the terms of this Agreement, and, except as otherwise agreed, we will remain solely responsible for the fulfillment of all of our obligations under this Agreement. This Agreement is binding upon the parties, their successors and permitted assigns.

### 17.5 Marketing

Client hereby grants Weidenhammer the right to reference Client's name, industry, logo, and URLs in its marketing literature, website, and/or correspondence to potential new Clients, to identify Client as a customer of Weidenhammer for marketing purposes and for our benefit in social media and case studies. Such information is not considered Confidential Information subject to non-disclosure.

### 17.6 Notifications and Alerts

Client hereby grants us the right to utilize Client information to send alerts, notifications, news, and general correspondence to Client to provide the Services.

### 17.7 Survival

Our respective duties and obligations with respect to proprietary rights, intellectual property rights, and non-disclosure and confidentiality will survive and remain in effect, notwithstanding the termination or expiration of this Agreement.

### 17.8 Amendment

This Agreement and any associated SOWs may be modified or amended only by a writing signed by both parties.

### 17.9 Governing Law

This Agreement is to be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

### 17.10 Severability

If any term or provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions will remain unimpaired, and the invalid terms or provisions are to be replaced by such valid terms and provisions that most nearly fulfill the parties' intention underlying the invalid term or provision.

### 17.11 Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein is to be construed to give any person or entity, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

### 17.12 No Disparagement

Neither party, nor any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives, shall initiate or participate in any action or conduct tending to injure, bring into disrepute, ridicule, damage, or destroy the goodwill of Weidenhammer or Client, or the others' affiliates. The foregoing shall not be construed to prevent or

prohibit Weidenhammer or Client, or any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives, from: (i) exercising its rights under this Agreement; (ii) complying with a legal obligation or a professional responsibility; or, (iii) reporting, providing, or disclosing information to federal, state, municipal, or local government agencies, authorities, or officials in the ordinary course of business or as required by law. Further, in the event Weidenhammer or Client or any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives breach this Section, the non-breaching party and its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, and representatives shall no longer be bound by the obligations set forth under this Section.

#### 17.13 Counterparts; Electronic Signatures

This Agreement may be executed in separate counterparts, each of which will be deemed an original but, all of which together, will constitute one and the same instrument. The parties agree that this Agreement may be executed by providing an electronic signature of this Agreement under the terms of the Electronic Signatures Act, 15 U.S.C. § 7001 et. seq., or Pennsylvania Electronic Transactions Act 73 P.S. Trade and Commerce §§ 2260.101 - 2260.5101, and may not be denied legal effect solely because it is in electronic form or permits the completion of the business transaction referenced herein electronically instead of in person. Electronic signatures will be treated as acceptance of the Agreement. An executed copy of this Agreement will be retained by Weidenhammer in electronic record form and can be reproduced for Client upon request.

#### 17.14 Entire Agreement

This Master Services Agreement, SOWs, amendments and any other attachments thereto (collectively, the "Agreement") set forth our entire understanding with respect to the subject matter hereof and are binding upon both parties, their successors, and their permitted assigns, in accordance with the terms of the Agreement. There are no understandings, representations or agreements other than those set forth herein. Each party, along with its respective legal counsel, has had the opportunity to review this agreement. Accordingly, in the event of any ambiguity, such ambiguity will not be construed in favor of, or against either party.

**END**

# hammerTECH

A Division of  Weidenhammer

Township of Ferguson, PA | Telecommunications Platform Replacement



*Township of*  
**FERGUSON**  
*Pennsylvania*

April 14, 2023



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## THANK YOU

On behalf of Weidenhammer, let me be the first to thank you for the opportunity to partner with the Township of Ferguson on this project. Our proposal has been crafted to ensure a complete and accurate response to this project's main area of focus, the replacement of the township's telecommunications platform. I believe that Weidenhammer has the experience and expertise to deliver the outcomes expected by the Township of Ferguson.

Weidenhammer's Hammer Tech team will have full ownership of this engagement. Our team will execute the assessment as outlined in the following materials.

While we have taken every effort to ensure that we have provided a full and complete proposal, we would appreciate any opportunity to provide answers to questions derived from a review of our proposal, and/or address any accidentally omitted items.

*Anthony Cartolaro, Jr.*

Anthony Cartolaro, Jr.

*Vice President, Hammer Tech*

## EXECUTIVE SUMMARY

We are pleased to submit our proposal for a new Voice over Internet Protocol (VoIP) telephone communications system for the Township of Ferguson (Township). We understand that the Township is a Home Rule Charter municipality that operates under the Council-Manager form of government and provides various legislative, administrative, and municipal services to its residents. The Township is looking for a state-of-the-art unified communications system that will increase productivity, enhance service quality, and unify the various municipal functions.

Our proposed solution is Cisco Webex Calling, a cloud-based phone system that is optimized for midsized businesses. Webex Calling has all the essential business calling capabilities you are likely to need, without the expense and complexity of managing a phone system infrastructure on your premises.

Webex Calling offers many benefits for the Township and its constituents, such as:

- **Reliability and security:** Webex Calling has 99.99% committed availability and built-in security features to ensure uninterrupted and safe communications.
- **Flexibility and scalability:** Webex Calling allows you to easily add or remove users, manage services and settings, and integrate with other applications through a centralized web portal.
- **Collaboration and mobility:** Webex Calling enables you to move calls from one device to another, elevate calls to video meetings, and access messaging, file sharing, and whiteboarding features in one secure app.



Webex Calling also supports the Township's strategic plan and key initiatives, such as:

- **Environmental stewardship:** Webex Calling reduces the need for physical infrastructure and travel, thereby lowering the carbon footprint and energy consumption of the Township.
- **Municipal engagement:** Webex Calling facilitates communication and collaboration among Township staff, elected officials, stakeholders, and citizens through various channels and platforms.

Deploying Webex Calling at the Township of Ferguson would also provide cost savings. The platform's subscription-based pricing model would allow the Township to pay only for the services it uses, reducing upfront capital expenses and allowing for more flexibility in the Township's budget.

Webex Calling is part of the Webex Suite, the most comprehensive and cost-effective cloud collaboration solution on the market. While the Webex platform can deliver many additional capabilities including virtual, in-person, and hybrid meetings, omni-channel contact center, and much more; the focus of Weidenhammer's response to this RFP is on the Webex Calling telephony solutions, including handsets, softphones, and Public Switched Telephone Network (PSTN) access. We will procure, deploy, test, train, and provide cutover support. If required, Hammer Tech can provide ongoing support under a separate agreement.

Additional capabilities can be added in future phases. For example, Webex Meetings is the top-rated meetings platform in the market. The Webex Suite brings best in class functionality for online, in-person, and hybrid meetings, and is tightly integrated with Webex Calling. From impromptu meetings with just a few participants, to webinars and hybrid events with thousands of attendees, Webex provides a better meeting experience for your employees and constituents.

Webex Contact Center is fully integrated into Webex Calling. Webex Contact Center is a next-generation cloud contact center solution inspired by customers and architected for industries of all types. Designed and built from its foundation as a Software-as-a-Service (SaaS) cloud solution, Webex Contact Center's best-of-breed platform architecture brings your Township the innovation, flexibility, scalability, and agility of the cloud without sacrificing security. As a cloud-based subscription, Webex Contact Center enables a higher level of efficiency and communication, which builds trust and greater satisfaction among constituents, while minimizing the upfront capital investment.

Also important to note is Webex's ability to integrate emergency notification and crisis alert solutions, such as InformaCast. Whether in the event of an emergency or simple daily communication, InformaCast enables you to deliver intrusive, attention-getting audio, text and visual alerts throughout your facility, and to the appropriate mobile devices. Respond to emergencies with robust incident management capabilities and streamline daily communications with scheduled broadcasts and more.

We have extensive experience in delivering cloud-based unified communications solutions to various clients across different sectors. We believe that Webex Calling is the best choice for the Township's





communication needs. We are confident that we can provide a smooth transition and implementation process for the Township, as well as ongoing support and maintenance.

This proposal includes the scope of work, deliverables, costs, and assumptions required for the Township of Ferguson to achieve its goals.

On behalf of the Weidenhammer team, I want to thank you for the opportunity to present this proposal, our approach, and our expertise in detail. Please feel free to reach out to me with any questions or for any additional details or information.

Respectfully submitted,



**Gina Weidenhammer**, *Account Executive*

O: (610) 225-1412 | M: (610) 507-6171 | E: [gweidenhammer@hammer.net](mailto:gweidenhammer@hammer.net)



## WEIDENHAMMER OVERVIEW

Founded in 1978, Weidenhammer is a nationally recognized leader in digital transformation. Our clients come to us for strategy and technology consulting focused on driving measurable results by improving user and client experiences, increasing staff productivity, and enhancing operational efficiency. Possessing a wide range of technology, consulting, design, development, marketing, and engineering expertise — along with best-in-class technologies and strategic partnerships with industry-leading organizations — Weidenhammer has helped thousands of organizations innovate and succeed in a digital world.

In addition to its headquarters in Wyomissing, PA, Weidenhammer maintains branch offices in Pennsylvania, Michigan, and Argentina — along with resources across the U.S. — and has more than 100 professionals on staff. Weidenhammer is made up of four autonomous but complementary pillars: Hammer Tech, Hammer Dev, Hammer Commerce, and Hammer Marketing. Each division offers unique and often overlapping areas of focus and expertise; combining these areas of focus helps Weidenhammer offer solutions that provide positive and measurable value in achieving clients' strategic goals.

We support our clients by offering expertise and solutions that span key digital transformation areas:

- 🌱 Networking & Collaboration Platforms
- 🌱 Cloud Computing Platforms
- 🌱 Business Applications & Software
- 🌱 Branding & Digital Marketing
- 🌱 Ecommerce

From strategy, design, and development through implementation, support, and adoption, we are your partner for success in today's digital landscape.





## HAMMER TECH OVERVIEW

Hammer Tech is a division of Weidenhammer, a nationally recognized leader in digital transformation. Based in southeastern Pennsylvania, Hammer Tech is focused on building relationships, trust, and true partnerships with our clients while helping them solve their everyday problems. Our vision has remained true to the founding vision of Weidenhammer: to assist organizations with the cost-effective and client-experience-focused implementation of their information technology systems. We specialize in leveraging technology to accelerate business growth and innovation.

Our comprehensive, white-glove approach is standard practice for our team when it comes to aligning your business strategies with your information technology applications. We bring over a century's worth of combined strategic technology leadership experience and consulting to help design, develop, and execute the best cloud strategies and digital platforms for your specific needs. From conception to implementation, solution architecture and design, budgeting, and training, the Hammer Tech team has the experience and skills to help you deliver the turnkey digital experience that your employees need and your clients expect.

## SCOPE OF WORK

This project would begin with Hammer Tech assigning a project manager and a lead engineer to oversee the project and ensure a successful outcome. A project kickoff call, and a series of design and planning meetings and status calls will be scheduled with the Township of Ferguson team. This meeting will introduce the parties involved in the project, establish roles, responsibilities, timelines, expectations, and continue gathering the design and configuration details required to begin the project's execution. A site survey will be conducted to review the Township's needs in greater detail. This will allow the Township and Hammer Tech to ensure that all details such as hardware and cabling requirements, and detailed configuration requirements are met before proceeding with the migration. If any requirements are discovered that fall outside the approved Scope of Work, a change order will be presented to the Township for approval before proceeding.

Hammer Tech will work with the Township to provision a new Webex organization if one does not already exist, or to update an existing organization if one is pre-existing. Hammer Tech will work with the Township's IT staff or vendor to claim any Township owned DNS domains to ensure any Webex accounts with the Township's email addresses are managed in the Webex organization. Hammer Tech will work with the Township's IT staff vendor to configure Single Sign On (SSO) via Microsoft 365. SSO will enable the Township's users to utilize existing credentials and Multi-Factor Authentication (MFA) to authenticate to the Webex services.

Next, Hammer Tech will work with the Township to deploy SCIM (System for Cross-Domain Identity Management) to facilitate management of the Township's Webex services. SCIM is an open standard for automating the exchange of user identity information between identity domains or IT systems. SCIM is designed to make it easier to manage user identities in cloud-based applications and services. SCIM uses a standard REST API to synchronize user information from an Identity Provider (IdP) into an application like Webex. SCIM will be configured to synchronize user and group information from Microsoft 365 into Webex Control Hub (WCH) per the Township's requirements.



Up to 68 Webex Calling users will be provisioned and licensed. Each user can be assigned a desk phone, a soft phone via the desktop and/or mobile app, and a voicemail box. Additionally, up to seven common area devices can be configured for conference rooms, break rooms, lobbies, courtesy phones, etc. Each user and workspace will be assigned a telephone number and/or extension per the design specifications.

To accommodate the Township's analog needs, Hammer Tech will install Cisco Analog Telephone Adapters (ATAs). These ATAs will register to the Webex cloud and convert the SIP signaling to the required analog signals at the point of physical installation.

Many alarm and elevator systems do not work well with Voice over Internet Protocol (VoIP) systems, so Hammer Tech always recommends that any alarm and elevator lines either be upgraded to IP or cellular based systems or remain on legacy Plain Old Telephone Service (POTS) lines. If the Township wishes to connect these devices via the Webex Calling system, they can be connected via an ATA. However, the Township is responsible for verifying compliance with all building codes and regulations. Troubleshooting compatibility with analog equipment is not included in this scope of work. Hammer Tech will install Cisco Analog Telephone Adapters (ATAs). These ATAs will register to the Webex cloud and convert the SIP signaling to the required analog signals in the BCCC physical buildings.

Hammer Tech resources will work with the Township's staff to configure all required telephony features in the Webex Control Hub. This includes the following features:

- 📞 Direct Inward Dial (DID) Numbers
- 📞 Call Forwarding
- 📞 Caller ID
- 📞 Call queues and hunt groups
- 📞 Paging Groups
- 📞 Voicemail transcription and delivery via email
- 📞 Single Number Reach (a.k.a Follow Me)
- 📞 Calendar integration with Microsoft 365
- 📞 Webex App for calling, meetings, and instant messaging on any device
- 📞 Auto Attendants with day/night scheduling
- 📞 Receptionist client
- 📞 Music on hold
- 📞 Call park and pickup
- 📞 Shared voicemail
- 📞 Faxing
- 📞 Reporting and analytics

RAY BAUM'S Act Phase 2 began in January 2022, and this requires emergency calls to send a correct dispatch address for non-fixed devices and for nomadic users (for example, a Webex App user who takes their app off-premises). The enhanced emergency (E911) service for Webex Calling provides an emergency service designed for organizations with a hybrid or nomadic workforce. It provides dynamic location support and a network that routes emergency calls to Public Safety Answering Points (PSAP) around the US, its territories, and Canada. To ensure compliance with these regulations, the Enhanced Emergency service will be set up with RedSky as part of each the Township's user license. Hammer Tech will work with the Township to design and deploy an appropriate E911 plan for each building. In addition, Hammer Tech will configure RedSky to alert any Webex App user when a new location is detected to enter



a new address. This will ensure that emergency calls are dispatched to the correct location regardless of the caller's physical location. Finally, Hammer Tech will configure alerts to ensure that designated Township personnel are notified when a 911 call is placed, so that appropriate actions can be taken.

While Webex Calling does have the ability to integrate with third party telephony systems to facilitate migration, it is Hammer Tech's recommendation that the Township's migration to the Webex Calling solution be done as a single scheduled cutover. This will simply the scope of the project and minimize costs.

Hammer Tech can provide several options for end user training. For organizations like the Township, we typically find the "Train the Trainer" model to be most effective, but other options, including Hammer Tech training all end users, is available. In the "Train the Trainer" model Hammer Tech will provide training documentation to prepare individual users on the features of the new phone system and Webex App. Hammer Tech will also provide a detailed hands-on training session to the Township's key telephony users and support staff. The documentation can be distributed to the end users, and the Township's staff can act as the front line to address any end user questions or concerns. The Township's trainers will be trained on basic use of the system, including the following tasks:

- 🍌 Use of the new physical Cisco handsets
- 🍌 Making and receiving calls from the Webex App (softphone)
- 🍌 Setting up call forwarding
- 🍌 Retrieving voicemails from phone, Webex App, and email
- 🍌 Accessing the end-user self-care portal

Weidenhammer will also provide four hours of telephony administrative training to the Township's telephony administrators to enable them to manage and support the new services deployed as part of this project. Training will include the following topics:

- 🍌 Basic features and functions of the phones
- 🍌 Adding/removing/updating new and existing users in Webex
- 🍌 Assigning DID (direct inward dial) numbers
- 🍌 Configuring/modifying hunt groups
- 🍌 Configuring/modifying auto attendants
- 🍌 Adding and configuring new devices
- 🍌 Creating and running reports in the Webex Control Hub
- 🍌 Basic troubleshooting

Once the system has been fully configured and end users have been trained, the Township's current DID telephone numbers will be ported to the Cisco Calling Plan. The Cisco Calling Plan provides highly reliable PSTN in the cloud. Each user and workspace will be entitled to unlimited inbound and outbound domestic calling, and they will have the ability to send and receive text (SMS) messages via their business DID number. This port will mark the cutover to the new system. Hammer Tech staff will provide post-cutover support the first business day following the port to ensure a smooth transition.

***Support Agreement – please see Appendix C***

***Data Center Specifications – please see Appendix E***



## DELIVERABLES

- 🍌 Skills, labor, and project manager to complete the tasks defined above.
- 🍌 Up to 68 users migrated to Webex Calling
- 🍌 Up to seven common areas/workspaces migrated to Webex Calling
- 🍌 Configuration of Enhanced E911 services in Webex Control Hub and Red Sky portal
- 🍌 Configuration of Webex Calling features
- 🍌 Knowledge transfer with administrators and trainers and quick reference documentation
- 🍌 Porting and cutover support

## PROJECT ASSUMPTIONS

- 🍌 The Township is responsible for hardware and software that is not included in the associated bill of materials provided for this project (examples: cables, patch panel, power, cooling, etc.).
- 🍌 At any time, multiple Weidenhammer engineers may be onsite to help facilitate this project.
- 🍌 When onsite, the Township will provide a suitable work environment that includes internet access and electrical connections for Weidenhammer engineers.
- 🍌 Some work will be executed remotely.
- 🍌 Items addressed outside this project's scope will be billed at a time and material rate and not included in the overall project time scope.
- 🍌 Weidenhammer is not responsible for manufacturer defects

### **Weidenhammer Responsibilities**

- 🍌 Managing and coordinating Weidenhammer resources to meet project objectives and schedules
- 🍌 Execution of tasks required to meet project objectives
- 🍌 Communication of any changes or impacts to project scope, budget, or timeline
- 🍌 Providing accurate and detailed billing of all activities related to the project
- 🍌 Execution of all project activities in a professional manner consistent with delivering a superior client experience
- 🍌 All Township-provided documentation will be treated as confidential
- 🍌 Any confidential information collected or created during the project life cycle will be returned to the Township – Weidenhammer will NOT keep any records on file unless otherwise outlined in a managed services agreement

### **Township of Ferguson Responsibilities**

- 🍌 Providing required / requested information in a timely fashion
- 🍌 Ensuring project stakeholder engagement
- 🍌 Reporting suspected project concerns to the Weidenhammer team in a timely fashion
- 🍌 Reviewing all applicable agreements and contracts associated with the project
- 🍌 Ensure the safeguarding of proprietary rights of others when using licensed materials
- 🍌 Ensuring the security of all save materials and documentation during and post-project
  - Review the project plan and/or statement of work and noting and execution of any Township-assigned tasks



## PROJECT TIMING

The schedule will be jointly determined between the Township of Ferguson and Weidenhammer. Work will typically commence within two weeks of receiving a signed/executed copy of this proposal (and a Township of Ferguson purchase order, if required by the Township) for the project.

## PROJECT BUDGET

Please refer to appendix for more detail. The manufacturer has committed to pricing until 5/11/23. Pricing may be affected after that date based on market conditions. Weidenhammer commits to our fees for services and support as seen below, for 120 days.

SUMMARY	Cost
Services Performed (Fixed Fee – 50% due at signing & 50% due at substantial completion)	\$18,000
Product & Licensing	\$69,300. (Tax exempt) *
<b>Total Project Estimate:</b>	<b>\$87,300</b>
Monthly Priority Support & Maintenance	\$1,340 per month

\*Pennsylvania Exemption Certificate will be required

Weidenhammer will not charge for any travel-related expenses associated with this project unless approved in advance by the Township of Ferguson.

## CHANGE MANAGEMENT

Weidenhammer has a standard policy for managing project changes. We recommend that a Township of Ferguson change management team be identified in the initial project kickoff meeting. If any of our assumptions or deliverables change, or if the Township of Ferguson requests additional assistance, those changes will be documented on a change request form and presented to the Township of Ferguson change management team for review. All changes will be discussed openly and freely, and a consensus opinion will be determined. Prior to any out-of-scope work being performed, authorized representatives of both Weidenhammer and the Township of Ferguson must sign the change form.



## OUR WORK: PROJECT EXAMPLES

Weidenhammer has worked with many clients to help them with their communication, collaboration, and information technology needs and challenges. We have assembled this list of recent and relevant projects that are examples of our work and experience. Additional references and examples can be provided upon request.







## APPROACH TO QUALITY

Maintaining an excellent client experience through the continued investment in our team's education and skill-building has been instrumental to Weidenhammer's success. As such, the company has received many different forms of recognition and certifications and adheres to many industry-recognized quality standards.

### **Weidenhammer maintains the following certifications and accreditations (among others):**

- 🌱 Cisco Premier Partner
  - Cisco Certifications: CCDA, CCNA, CCNP, CCDP, CMNA
- 🌱 Meraki Premier Partner
- 🌱 Microsoft Gold Certified Partner
  - Microsoft Certifications: MCD-CIS, MCITP, MCP, MCSA, MCTS, MCSE, MCPS, MCNPS, MCDBA, MCAD
- 🌱 IBM Premier Business Partner
  - IBM Certifications: Technician, Administration Specialist, Engineer
- 🌱 Oracle Certified Gold Partner
- 🌱 Citrix Partner
  - Citrix Certifications: CCP-V, CCA, CCP
- 🌱 VMware Partner
  - VMware Certifications: VCP, VOP-CP, VSP-CP
- 🌱 RedHat
- 🌱 Hewlett Packard / Hewlett Packard Enterprise
- 🌱 Dell / EMC
- 🌱 Google Partner
  - Google Certifications: Administrator, Analytics/Display Network, Search Advertising, Mobile Advertising, Video Advertising, Shopping Advertising
- 🌱 **Our Data Centers:**
  - SOC 1 / SSAE 16, Type 1 and 2
  - SOC 2 Type 1 and 2
  - Payment Card Industry (PCI) Data Security Standards (DSS) – PCI-DSS

### **Our consultants and resources maintain the following certifications, accreditations, memberships and experience, among others:**

- 🌱 ITIL Foundation Certified
- 🌱 ISTE (International Society for Technology in Education)
- 🌱 Business Continuity Institute Certified
- 🌱 ISC2 CISSP – Certified Information Systems Security Professional
- 🌱 Infragard Membership
- 🌱 PMI PMP Project Management Professional
- 🌱 FERPA
- 🌱 CIPA
- 🌱 JNCIA-Junos
- 🌱 COPPA
- 🌱 CompTIA A+ / Network+ / Security+ Certified



## TERMS

This engagement is governed by the Master Services Agreement (MSA) in place between Weidenhammer and the Township of Ferguson. This document constitutes a Project Authorization as referenced in the MSA.

Our engagement for the proposed project will be deemed complete after the deliverables outlined in this proposal are provided to the Township of Ferguson. This proposal shall become void if not accepted within thirty (30) days from the date of this document.

## PROJECT AUTHORIZATION

We have read and agree to the scope, approach, fees, terms, and conditions of the project described above and specifically authorize Weidenhammer to proceed with the project and begin work toward completion.

### Township of Ferguson

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Billing/AP Contact Name

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Billing/AP Address

\_\_\_\_\_  
Authorization Date

\_\_\_\_\_  
Special Instructions (if applicable)

\_\_\_\_\_  
Purchase Order Number (if applicable)





# Appendix A – Product Quote



**Weidenhammer**  
935 Berkshire Boulevard  
Wyomissing, Pennsylvania 19610  
United States  
(P) 610-378-1149  
(F) 610-396-4868

Quotation (Open)	
<b>Date</b>	Mar 21, 2023 10:20 AM EDT
<b>Modified Date</b>	Mar 23, 2023 02:04 PM EDT
<b>Quote #</b>	36222 - rev 2 of 2
<b>Description</b>	*RFP* Ferguson Township - Cisco Webex / Telecommunications Platform
<b>SalesRep</b>	Olson, Lovi (P) 610-225-1411 (F) 610-396-4868
<b>Customer Contact</b>	Endresen, Eric (P) +1 (814) 272-7004 (F) +1 (814) 238-3454 eendresen@twp.ferguson.pa.us

#	Description	Part #	Qty	Unit Price	Total
<b>Cisco Webex Calling; \$10,342.80 Annual Billing   \$51,714.00 Five Year Commitment</b>					
1	NU Webex Calling Professional 5 Years Note: 60 Months; Annual Billing; Auto-renews for 3 years  68 Users [\$8.30 per user per month] at \$6,772.80 per year. *ANNUAL BILLING* \$6,772.80 per year x 5 years = \$33,864.00 *FIVE YEAR COMMITMENT*	A-FLEX-NUCL-P	4080	\$8.30	\$33,864.00
2	NU Webex Calling Workspace for Common Area 5 Years Note: 60 Months; Annual Billing; Auto-renews for 3 years  7 Users [\$5.00 per user per month] at \$420.00 per year. *ANNUAL BILLING* \$420.00 per year x 5 years = \$2,100.00 *FIVE YEAR COMMITMENT*	A-FLEX-NUCL-E	420	\$5.00	\$2,100.00
3	Outbound Calling Plan - Named User 5 Years	A-AUD-OCPI-NU	4500	\$3.50	\$15,750.00

# Township of Ferguson Telecommunications Platform Replacement



#	Description	Part #	Qty	Unit Price	Total
---	-------------	--------	-----	------------	-------

Note: 60 Months; Annual Billing; Auto-renews for 3 years

75 Users [\$3.50 per user per month] at \$3,150.00 per year. \*ANNUAL BILLING\*  
\$3,150.00 per year x 5 years = \$15,750.00 \*FIVE YEAR COMMITMENT\*

-----  
Requested Start Date : 01-Jun-2023 | Requested For: 60.00 Months From 01-Jun-2023 to 31-May-2028 | Automatically Renews For: 36.0 Months On 01-Jun-2028 | Billing Frequency: Annual Billing

-----  
Price is for 5 years, invoiced annually.  
Term is 5 years and renews automatically for 3 years.  
Requires 45 days written notice to cancel.  
No refunds will be given for partially unused subscription.  
Any additions to the license will be co-termed with the existing license(s).  
All other terms pursuant to the Weidenhammer PSA.

\*\* BE ADVISED \*\* Due to Cisco's automated order provisioning, the initial and final invoices of this subscription may be pro-rated based on Cisco's pro-rata daily billing schedule.

Subtotal \$51,714.00

**Cisco Webex Calling - Overage Only**

4	Outbound Calling Plan- Uncommitted Usage Overage	A-AUD-OC1-U	0	\$0.13	\$0.00
	Note: *Overage Only*				
	Charged at \$0.13 per user per day				
5	Telephone number (TN) for Local Number- Uncommitted	A-AUD-U-TN	0	\$0.03	\$0.00
	Note: *Overage Only*				
	Charged at \$0.03 per user per day				
6	Telephone number (TN) for Non Local Number- Uncommitted	A-AUD-U-TN-NL	0	\$0.03	\$0.00
	Note: *Overage Only*				
	Charged at \$0.03 per user per day				
7	Emergency Response Center Call fee per location search US	A-FLEX-ERC	0	\$43.00	\$0.00
	Note: *Overage Only*				
	Charged at \$43.00 per instance/call				

# Township of Ferguson Telecommunications Platform Replacement



<b>Cisco Webex Hardware + 5 Year Support</b>					
#	Description	Part #	Qty	Unit Price	Total
8	Cisco IP Phone 6851 VoIP phone - SIP, SRTP - 4 lines - charcoal Note: *In Stock	CP-6851-3PCC-K9=	66	\$120.00	\$7,920.00
9	Cisco SMARTnet, 5 Years Cisco 6851 Phone for MPP, Grey - SMARTnet Total Care, 8X5XNBD - for P/N: CP-6851-3PCC-K9=	CON-SNT-P6EK95E0	66	\$115.00	\$7,590.00
10	Cisco ATA 192 Multiplatform Analog Telephone Adapter VoIP phone adapter - 2 ports - 100Mb LAN Note: *In Stock	ATA192-3PW-K9	1	\$106.00	\$106.00
11	Cisco SMARTnet, 5 Years 192 Analog Telephone Adapter for MPP with switch - SMARTnet Total Care, 8X5XNBD - for P/N: ATA192-3PW-K9	CON-SNT-TAQK99Q4	1	\$70.00	\$70.00
12	Cisco IP Conference Phone 7832 Conference VoIP phone - 6-way call capability - SIP, SDP - smoke Note: *Not in stock Lead Time: 1-2 months	CP-7832-K9=	2	\$563.00	\$1,126.00
13	Cisco SMARTnet, 5 Years Cisco 7832 IP Conference Station - SMARTnet Total Care, 8X5XNBD - for P/N: CP-7832-K9=	CON-SNT-P7GK93G8	2	\$387.00	\$774.00
Subtotal					\$17,586.00

**Subtotal: \$69,300.00**  
 Tax (6.0000%): \$4,158.12  
 Shipping: \$2.00  
**Total: \$73,460.12**



## Appendix B – RFP Submission Requirements Not Covered in Sections Above

- 1.) **The responding firm’s background (number of years actively providing professional services for technology services, location of office from which service will be provided, firm’s normal business hours).** 45 years; 935 Berkshire Blvd, Wyomissing, PA 19610; 8:00 AM - 5:00 PM Eastern Time, Monday – Friday.
- 2.) **The number of years the firm has been in business and the number of years under current leadership?** John Weidenhammer is the founder and current Chairman & CEO of Weidenhammer Systems Corporation.
- 3.) **The response shall include a conflict-of-interest statement indicating whether or not any principals in the company, their spouse, or their child is employed by Township, and whether or not the company or any individuals providing services has a possible conflict of interest, and, if so, the nature of that conflict.** N/A
- 4.) **Description of any claims, lawsuits, or legal settlements your firm has had in the past and/or those that are currently pending.** None.
- 5.) **Disclosure of bankruptcy or reorganization proceedings in the last 7 years** If any part of the proposal is deemed a trade secret or proprietary by the respondent, such portions shall be appropriately marked as the same and if necessary, respondent shall provide additional information to Township as to the basis of such claim. None.
- 6.) **Contact information and qualifications for personnel assigned to the project.** Qualifications outlined under “Approach to Quality” and additional information can be found in Appendix.
- 7.) **If any subcontractors are used, respondent shall provide for each such party, the company or individual name and contact information and the principal involved in such company if applicable.** None.



## Appendix C – Support & Maintenance Agreement with SLA

### *Client*

---

Township of Ferguson  
3147 Research Drive  
State College, PA  
*Attention: Centrice Martin, Township Manager*

### *Project*

---

Hammer Tech Support for Webex Cloud Collaboration Solutions

### *Project Summary*

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In today's hybrid-workforce environment, your collaboration solutions are more critical to your operations than ever before. Weidenhammer is pleased to offer several support options to ensure the best experience for your users and your customers.

### *Project Scope*





---

Hammer Tech Support for Webex Cloud Collaboration Solutions is offered in two base packages. These base packages cover all the critical components of the Webex Suite:

-  Webex Calling (multi-tenant)
-  Webex Meetings
-  Webex Messaging
-  The Webex App
-  Webex Devices
-  Webex Control Hub

Base package options are as follows:

**Standard Support Package:**

-  Unlimited user Moves, Adds, Changes, and Disconnects (MACDs) included
-  Technical support billed at discounted T&M rate (10% off standard rate)
-  Enhancements billed at discounted T&M rate (10% off standard rate)
-  \$3 per user, per month (30 user minimum)



- 🍌 \$6 per contact center agent, per month (if applicable, no minimum)

**Premium Support Package:**

- 🍌 Unlimited user Moves, Adds, Changes, and Disconnects (MACDs) included
- 🍌 Unlimited technical support included
- 🍌 Enhancements billed at discounted T&M rate (10% off standard rate)
- 🍌 \$5 per user, per month (30 user minimum)
- 🍌 \$10 per contact center agent, per month (if applicable, no minimum)

Base package support is offered on a best-effort basis during Weidenhammer’s normal business hours (8 AM to 5 PM Eastern, Monday through Friday, excluding holidays). Technical support includes troubleshooting and remediation of issues with existing functionality and features of the Cisco Webex Suite and/or Webex Contact Center applications and hardware. Troubleshooting of network and/or other infrastructure will be billed at standard T&M rates. Enhancements include deployment of new physical locations and configuration of new functionality or features.

For those clients that require around the clock support, we also offer an optional Priority Support Package add-on:

**Priority Support Package:**

- 🍌 Priority access to Weidenhammer engineers 24 hours a day, 365 days a year
- 🍌 Response times per the Service Level Agreement (SLA) defined below:
  - Priority 0: Mission critical response / system down 1 Hour Response
  - Priority 1: System operations severely degraded 2 Hour Response
  - Priority 2: Systems impaired but operational 4 Hour Response
  - Priority 3: MACDs or informational in nature Next Business Day Response
- 🍌 \$1,000 / month

## Project Fees

Our services performed on this engagement will be billed on a fixed fee basis.

Premium Package	Users	Monthly Fee
Users	68	\$340
Contact Center Agents	0	\$0
Priority Support	N/A	\$1,000
<b>Total</b>		<b>\$1,340</b>

Invoice payment terms are net 30 days, to be invoiced monthly.





## *Project Assumptions*

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- All included support will be provided remotely. If a site visit is necessary, a separate project will be required.
- Weidenhammer is not responsible for manufacturer defects.
- Any time spent working with manufacturer support will be considered billable.
- The Township of Ferguson may opt to work directly with manufacturer support to save cost/time on the engagement.

### **Weidenhammer Responsibilities**

- Managing and coordinating Weidenhammer resources to meet project objectives and schedules
- Execution of tasks required to meet project objectives
- Communication of any changes or impacts to project scope, budget, or timeline
- Providing accurate and detailed billing of all activities related to the project
- Execution of all project activities in a professional manner consistent with delivering a superior client experience
- All Township of Ferguson -provided documentation will be treated as confidential
- Any confidential information collected or created during the project life cycle will be returned to the Township of Ferguson – Weidenhammer will NOT keep any records on file unless otherwise outlined in a managed services agreement

### **Township of Ferguson Responsibilities**

- Providing required / requested information in a timely fashion
- Ensuring project stakeholder engagement
- Reporting suspected project concerns to the Weidenhammer team in a timely fashion
- Reviewing all applicable agreements and contracts associated with the project
- Ensure the safeguarding of proprietary rights of others when using licensed materials
- Ensuring the security of all save materials and documentation during and post-project
- Review the project plan and/or statement of work and noting and execution of any Township of Ferguson-assigned tasks

## *Project Timing*

---

To be determined jointly by Weidenhammer and the Township of Ferguson. A twelve-month minimum commitment is required. After the initial term, either party can terminate the agreement by providing at least 30 days' notice. Partial months will not be prorated.

## *Engagement Manager*

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Don Bergen, Director, Professional Engineering Services



## *Account Executive*

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Gina Weidenhammer, Account Executive

## *Date Issued*

---

April 14, 2023

## *Governance & Authorization*

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This engagement is governed by the Master Services Agreement (MSA) in place between Weidenhammer and the Township of Ferguson. This document constitutes a Statement of Work as referenced in the MSA. This statement of work will become void if not accepted within 30 days of the date of issue specified above.

**We have read and agree to the scope, approach, fees, terms and conditions of the project described above and specifically authorize Weidenhammer to proceed with the project and begin work toward completion.**

### **The Township of Ferguson**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order Number (if applicable)

\_\_\_\_\_  
Billing/AP Contact Name

\_\_\_\_\_  
Billing/AP Address

\_\_\_\_\_  
Special Billing Instructions (if applicable)

*For technical support, please contact the Weidenhammer Client Care Center at [wccc@hammer.net](mailto:wccc@hammer.net) or 866-497-2227.*

## Appendix D – Qualifications of Assigned Personnel

### Don Bergen, Director, Professional Services



Don is a Director within Weidenhammer's Hammer Tech division. Overseeing our professional engineering services and managing several key partner relationships, including Cisco. Don serves as a subject matter expert with respect to many of Weidenhammer's digital offerings. Working with our sales and engineering teams, Don strives to ensure a positive client experience and successful outcomes in the design, implementation, and support services delivered by Hammer Tech.

Don has expertise across a broad range of technologies including Enterprise Networking, Collaboration, Security, and Data Center offerings from Cisco. Don has a passion for technology and remains actively engaged in designing, deploying, and supporting complex technical solutions for our valued clients.

Before his promotion to a leadership position, Don spent most of his Weidenhammer career as a Systems Engineer where he routinely engaged in some of our largest engineering projects including:

- Campus Local Area and Wireless Networks
- Complex, Enterprise Wide Area Networks
- Large, Multi-Site Cisco Unified Communications Deployments
- Contact Centers with Advanced Scripting and Routing

Don has extensive experience across a number of key industries, including education, public sector, healthcare, financial services, and energy services. Prior to joining Weidenhammer, Don served as the Network Communications Manager at a prestigious public school district. Don holds a number of industry certifications including the respected Cisco Certified Network Professional (CCNP) in both Collaboration and Security, along with a Bachelor of Science in Computer Science from Lock Haven University of Pennsylvania. Don can be reached at [dbergen@hammer.net](mailto:dbergen@hammer.net).



**Nicolas Carmichael, Senior Collaboration Engineer**



Nick specializes in implementing and supporting collaboration solutions. He studied Applied Networking and Systems Administration at Rochester Institute of Technology and holds the prestigious Cisco Certified Network Professional (CCNP) in Collaboration. When not working, Nick enjoys playing tennis and golf, and is a big Buffalo Bills fan.

**Dathan Stiffler, Collaboration Engineer**



Dathan enjoys assisting clients with presales engineering, installation and repairing of Cisco equipment on premises, and cloud unified collaboration systems. He is a certified Cisco Webex Contact Center Expert. When Dathan is not at work, he is an avid golfer and a self-taught guitar player, an instrument which he has been playing for over 20 years. He also loves traveling and has visited 46 of the 50 United States.



## Appendix E – Datacenter Specifications

Complete detail on Webex Calling’s datacenter specifications can be found in the Webex Calling Security Whitepaper at:

<https://www.cisco.com/c/en/us/products/collateral/conferencing/webex-control-hub/white-paper-c11-743446.html>

## Appendix F – Weidenhammer Master Services Agreement *[Sample]*

The Weidenhammer Master Services Agreement (MSA) governs the relationship between the Weidenhammer and the client. Approval of the MSA does not commit the client to any products or services from Weidenhammer. Any services you engage Weidenhammer to complete would be governed by the terms and conditions of a Statement of Work (SOW) or Proposal. All fees and costs would be outlined clearly in each SOW/proposal, and you would be asked to sign off on the SOW/proposal before incurring any charges.

Please see Appendix F in the hardcopy format for a sample MSA



## Appendix G – 2023 Weidenhammer W-9

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3> <p style="margin: 0;">▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.												
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Weidenhammer Systems Corp</b>														
2 Business name/disregarded entity name, if different from above														
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>											
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate													
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.													
	<input type="checkbox"/> Other (see instructions) ▶ _____													
5 Address (number, street, and apt. or suite no.) See instructions, <b>935 Berkshire Blvd</b>		Requester's name and address (optional)												
6 City, state, and ZIP code <b>Wyomissing PA 19610</b>														
7 List account number(s) here (optional)														
<b>Part I Taxpayer Identification Number (TIN)</b>														
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.														
<b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.														
		Social security number <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>												
		or Employer identification number <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>												
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**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of James H Cox  
U.S. person ▶ James H Cox (Feb 28, 2023 13:15 EST)

Date ▶ 02/28/2023

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



## Appendix H – Certificate of Good Standing

*Please Note: Pennsylvania is behind on processing updated certifications. We would be happy to provide an updated copy upon receipt.*

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
08/31/2020

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

WEIDENHAMMER SYSTEMS CORPORATION

is duly registered as a Pennsylvania Business Corporation under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

*Katly Bookman*

Secretary of the Commonwealth

Certification Number: TSC200831131428-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>





## Appendix I – Certificate of Insurance



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/17/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Tompkins Insurance Agencies, Inc 1240 Broadcasting Rd PO Box 6707 Wyomissing PA 19610	<b>CONTACT NAME:</b> Sylvia Keller <b>PHONE (A/C. No, Ext):</b> <b>FAX (A/C. No):</b> <b>E-MAIL ADDRESS:</b> skeller@tompkinsfinancial.com														
<b>INSURED</b>  WEIDENHAMMER SYSTEMS CORPORATION 935 BERKSHIRE BLVD.  WYOMISSING PA 19610	<table style="width: 100%;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Co</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B: Travelers Casualty Ins. Co. of America (ACJ)</td> <td style="text-align: center;">19046</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Co	18058	INSURER B: Travelers Casualty Ins. Co. of America (ACJ)	19046	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**                                      **CERTIFICATE NUMBER:** CL2293094837                                      **REVISION NUMBER:**

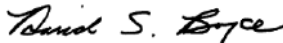
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK2472341	09/30/2022	09/30/2023	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			PHPK2472341	09/30/2022	09/30/2023	<table style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 10,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 10,000,000												
EACH OCCURRENCE	\$ 10,000,000																				



A	EXCESS LIAB	CLAIMS-MADE		PHUB835160	09/30/2022	09/30/2023	AGGREGATE	\$ 10,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N <input type="checkbox"/> N	N/A	UB- 8T681091-22	09/30/2022	09/30/2023
							<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	ERRORS & OMISSIONS			PHPK2472344	09/30/2022	09/30/2023	EACH CLAIM	\$ 10,000,000
							AGGREGATE	\$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
**SAMPLE CERTIFICATE**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

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**From:** Holliday, Shannon <[sholliday@twp.ferguson.pa.us](mailto:sholliday@twp.ferguson.pa.us)>

**Sent:** Monday, May 8, 2023 6:11 PM

**To:** Heller, Matt <[mheller@twp.ferguson.pa.us](mailto:mheller@twp.ferguson.pa.us)>; Robb, Jordan <[jrobb@twp.ferguson.pa.us](mailto:jrobb@twp.ferguson.pa.us)>; Tomkiel, Paul <[ptomkiel@twp.ferguson.pa.us](mailto:ptomkiel@twp.ferguson.pa.us)>; Grove, Liz <[lgrove@twp.ferguson.pa.us](mailto:lgrove@twp.ferguson.pa.us)>

**Cc:** Wargo, Jenna <[jwargo@twp.ferguson.pa.us](mailto:jwargo@twp.ferguson.pa.us)>; Bassett, Kristina <[kbassett@twp.ferguson.pa.us](mailto:kbassett@twp.ferguson.pa.us)>

**Subject:** Resignation from Pine-Sap

Hi Jenna,

As per our conversation, I've been dealing with unforeseen extenuating circumstances surrounding my family for quite sometime. As a result, this situation has impeded on my ability to be fully present to serve on the Pine Grove Mills Small Areal Planning Advisory Committee and contribute as I had hoped. Therefore, I am hereby submitting my official resignation.

I appreciate the opportunity afforded me by the Ferguson Township Board of Supervisors. And, I also am grateful to have been appointed a seat to serve with the Pine-Sap Committee. I wish much success to the remaining members!

Warmest Regards,

Shan  
Shannon Holliday



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## TOWNSHIP OF FERGUSON

3147 Research Drive • State College, Pennsylvania 16801

Telephone: 814-238-4651 • Fax: 814-238-3454

[www.twp.ferguson.pa.us](http://www.twp.ferguson.pa.us)

---

TO: Ferguson Township Board of Supervisors

FROM: Ronald A. Seybert, Jr., P.E. Township Engineer

DATE: May 10, 2023

SUBJECT: **REJECT 2022-C16 ACCESSIBLE PEDESTRIAN SIGNALS AND RAMP  
UPGRADES BIDS AND CANCEL CONTRACT**

Bids were opened publicly for Contract 2022-C16 Accessible Pedestrian Signals and Ramp Upgrades at 2:00 pm on Monday, April 24, 2023, and read aloud. The bid opening was attended by Monty Clair from Glenn O. Hawbaker, Inc, Ryan Scanlan and Summer Brown both from Ferguson Township. The bid was advertised in the Centre Daily Times on April 10, 2023, and the invitation to bid was sent to twenty-eight (28) qualified contractors.

One (1) bid was received as follows:

1. Glenn O. Hawbaker, Inc.	\$125,944.50
----------------------------	--------------

Attached is a copy of the bid tabulation. The Engineer's Estimate for this contract is \$73,148. The budget included \$157,000 to complete the work in this contract as well as upgrades to the intersection of Blue Course Drive and West College Avenue that are deferred until we know what is happening with the potential Rutter's project.

Given the higher-than-expected costs, staff has evaluated options to complete the work contemplated under this contract and is moving forward with completing the work utilizing other existing contracts and in-house forces. This will allow us to complete the work contemplated under this contract for about \$25,000.

It is recommended that the Board of Supervisors reject the bid and cancel Contract 2022-C16.

Attachments: 2022-C16 APS BID TAB

Copy: C. Martin (via email)  
D. Modricker (via email)  
2022-C16 CD/Specs

2022-C16 ACCESSIBLE PED SIGNALS RAMPS  
 BID TABULATION  
 APRIL 24, 2023

ITEM NO.	ITEM DESCRIPTION	QTY	UNITS	ENGINEER'S ESTIMATE		GLENN O HAWBAKER, INC.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
0203-0004	CLASS 1B EXCAVATION	30	CY	\$100	\$3,000	\$200.00	\$6,000.00
0608-0001	MOBILIZATION	1	LS	\$2,800	\$2,800	\$22,500.00	\$22,500.00
0630-0001	PLAIN CEMENT CONCRETE CURB	44	LF	\$100	\$4,400	\$350.00	\$15,400.00
4676-0001	CEMENT CONCRETE SIDEWALK (MODIFIED)	139	SY	\$175	\$24,325	\$185.00	\$25,715.00
4695-0003	ADA DETECTABLE WARNING SURFACE (MODIFIED)	46	SF	\$50	\$2,300	\$125.00	\$5,750.00
0802-0001	TOPSOIL FURNISHED AND PLACED	4	CY	\$175	\$700	\$450.00	\$1,800.00
0901-0001	MAINTENANCE AND PROTECTION OF TRAFFIC	1	LS	\$1,400	\$1,400	\$9,500.00	\$9,500.00
4951-4022	PEDESTRIAN STUB POLE, TYPE (MODIFIED)	4	EA	\$2,000	\$8,000	\$2,500.00	\$10,000.00
0954-0012	2 INCH CONDUIT	61	LF	\$10	\$610	\$15.00	\$915.00
0954-0152	TRENCH AND BACKFILL, TYPE II	40	LF	\$75	\$3,000	\$140.00	\$5,600.00
0954-0201	SIGNAL CABLE, 14 AWG, 3 CONDUCTOR	117	LF	\$5	\$585	\$3.50	\$409.50
4956-0790	ACCESSIBLE PEDESTRIAN SIGNALS, (MODIFIED)	8	EA	\$2,000	\$16,000	\$1,500.00	\$12,000.00
0962-1004	24" WHITE WATERBORNE PAVEMENT MARKINGS	426	LF	\$8	\$3,408	\$12.00	\$5,112.00
0963-0001	PAVEMENT MARKING REMOVAL	364	SF	\$5	\$1,820	\$12.00	\$4,368.00
9000-001	SEEDING, SOIL SUPPLEMENTS, AND MULCHING	25	SY	\$12	\$300	\$8.00	\$200.00
9000-0003	ADJUST EXISTING JUNCTION BOX TO GRADE	1	EA	\$500	\$500	\$675.00	\$675.00
<b>TOTAL</b>					<b>\$73,148</b>	<b>TOTAL</b>	<b>\$125,944.50</b>

TRU-TEK DRILLING  
 13116 State Hwy 18  
 Conneaut Lake, PA 16316



Phone # 814-382-0368  
 Fax # 814-382-0378  
 trutekdrilling.com

# Invoice

<b>Bill To</b>
Ferguson Twp 3147 Research Dr State College, PA 16801

Date	Invoice #
4/25/2023	3575
TERMS: Net 30 days	
Due Date	5/25/2023

Job No. or W.O. No.	Contract or PO	Billing Period
Park Hills Drainage	2018-C20U	4/25/2023

Quantity	Item	Description	Rate	Amount
		Progress Payment Application #1 (March 6-April 14)		
1	MOB	Mobilization	10,000.00	10,000.00
0.25	Traffic	Traffic control and maintenance	6,500.00	1,625.00
201	Trench I	Trench and Backfill, Type I	28.79	5,786.79
30	Trench III	Trench and Backfill, Type III	45.94	1,378.20
926	Bore	Directional Boring	79.34	73,468.84
1,548	mat	2 inch conduit	6.57	10,170.36
630	mat	3 inch conduit	10.76	6,778.80
1	Retention	Amount of Retainage	-10,920.80	-10,920.80
		Sales Tax	6.00%	0.00

**Total** \$98,287.19

Ok to pay  
 20-446-360

# APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: Ferguson Township Board of Supervisors      Project: 23019- Ferguson Twp Admin Bldg AHU      Application No.: 2      Distribution to:  
 3147 Research Drive  
 State College, PA 16801  
 From Contractor: Myco Mechanical, Inc.      Via Architect: Barton Associates      Period To: 4/30/2023  
 1 N Washington Street      211 W. Philadelphia St      Project Nos:  
 Telford, PA 18969      York PA 17401  
 Contract For:      Contract Date:

Distribution to:  
 Owner  
 Architect  
 Contractor

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum .....	\$134,000.00
2. Net Change By Change Order .....	\$0.00
3. Contract Sum To Date .....	\$134,000.00
4. Total Completed and Stored To Date .....	\$122,150.00
5. Retainage:	
a. 10.00% of Completed Work      \$12,215.00	
b. 0.00% of Stored Material      \$0.00	
Total Retainage .....	\$12,215.00
6. Total Earned Less Retainage .....	\$109,935.00
7. Less Previous Certificates For Payments .....	\$7,272.00
8. Current Payment Due .....	\$102,663.00
9. Balance To Finish, Plus Retainage .....	\$24,065.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Myco Mechanical, Inc.

By: Brian Myers, President      Date: 5/1/2023

State of: Pennsylvania      County of: Bucks  
 Subscribed and sworn to before me this 1st day of May 2023  
 Notary Public: Tanya Ripka  
 My Commission expires: 06/24/2026

Commonwealth of Pennsylvania - Notary Seal  
 Tanya Ripka, Notary Public  
 Bucks County  
 My commission expires June 24, 2026  
 Commission number 1091829  
 Member, Pennsylvania Association of Notaries

ARCHITECT'S CERTIFICATE FOR PAYMENT  
 In accordance with the Contract Documents, based on or comprising the above application, the Architect certifies to the Architect's knowledge, information, and belief, the Work has been completed to the quality of the Work in accordance with the Contract Documents and is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$102,663.00

(Attach explanation if amount certified Continuation Sheet that are changed to)

ARCHITECT:

By: \_\_\_\_\_

This Certificate is not negotiable. If the AMOUNT CERTIFIED is paid to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ok to pay \$102,663.00  
 DJM  
 30.409.760  
 2022-C20

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

**By dmodricker at 11:53:55 AM, 5/10/2023**

# CONTINUATION SHEET

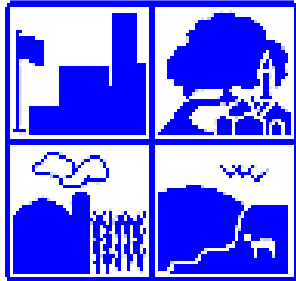
Application and Certification for Payment, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 2  
 Application Date : 04/30/23  
 To: 04/30/23  
 Architect's Project No.:

Invoice # : 23019 #2 Contract : 23019- Ferguson Twp Admin Bldg AHU

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
1.00	Bond	2,600.00	2,600.00	0.00	0.00	2,600.00	100.00%	0.00	260.00
2.00	General Conditions	4,800.00	480.00	0.00	0.00	480.00	10.00%	4,320.00	48.00
3.00	Submittals	5,000.00	3,750.00	0.00	0.00	3,750.00	75.00%	1,250.00	375.00
4.00	Pre-Construction Measurements	2,500.00	1,250.00	0.00	0.00	1,250.00	50.00%	1,250.00	125.00
5.00	RTU-1 w/ noise package and curb adp	87,000.00	0.00	87,000.00	0.00	87,000.00	100.00%	0.00	8,700.00
6.00	labor	13,000.00	0.00	11,700.00	0.00	11,700.00	90.00%	1,300.00	1,170.00
7.00	Breaker	550.00	0.00	0.00	0.00	0.00	0.00%	550.00	0.00
8.00	labor	500.00	0.00	0.00	0.00	0.00	0.00%	500.00	0.00
9.00	Gas piping	550.00	0.00	550.00	0.00	550.00	100.00%	0.00	55.00
10.00	labor	500.00	0.00	500.00	0.00	500.00	100.00%	0.00	50.00
11.00	TAB	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
12.00	ATC	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
13.00	Material	8,000.00	0.00	8,000.00	0.00	8,000.00	100.00%	0.00	800.00
14.00	Labor	4,800.00	0.00	4,320.00	0.00	4,320.00	90.00%	480.00	432.00
15.00	TAB	1,000.00	0.00	0.00	0.00	0.00	0.00%	1,000.00	0.00
16.00	CRANE	2,000.00	0.00	2,000.00	0.00	2,000.00	100.00%	0.00	200.00
17.00	O&Ms and punch list	1,200.00	0.00	0.00	0.00	0.00	0.00%	1,200.00	0.00
<b>Grand Totals</b>		<b>134,000.00</b>	<b>8,080.00</b>	<b>114,070.00</b>	<b>0.00</b>	<b>122,150.00</b>	<b>91.16%</b>	<b>11,850.00</b>	<b>12,215.00</b>





Ferguson Township  
3147 Research Drive  
State College, PA 16801  
Telephone: 814 – 238 – 4651  
Fax: 814 – 954 – 7642  
[www.twp.ferguson.pa.us](http://www.twp.ferguson.pa.us)

# Memo

To: Ferguson Township Board of Supervisors  
From: Township Manager, Centrice Martin  
Date: May 15, 2023  
Re: Consent Agenda Item – Rescind Resolution No. 2023-10 as Happy Valley Adventure Bureau will transfer the grant application to Millheim Borough for the grant administration of the Rt. 45 Getaways Event.

Since 2021, the inaugural year of the Route 45 Getaways Event, the Township provided financial support for the event in collaboration with the Route 45 Getaways Committee. The Director of Planning and Zoning and former Manager worked closely to manage the grant administration and develop partnerships in support of initiating the event in 2021. In 2021 and 2022, the event was funded by the Township with grant funding received from the Happy Valley Adventure Bureau (HVAB) and a 25 percent grant match supplemented by Ferguson Township. To date, the Township has been the sole party for providing local match funds and serving as the grant administrator. The Township did adopt Resolution No. 2023-10 to serve as the grantee in order to obtain funds as well as serve as the grant administrator in support of the Route 45 Getaways Event. At this time, it is necessary for the Township to relinquish its position as the primary funding agency. Rather than withdrawing the HVAB grant application submitted that was submitted in accordance with Resolution No. 2023-10, I've been in conversation with HVAB, Harris Township, and Millheim Borough to discuss and explore options with each individual agency for continued financial support for the 2023 Route 45 Getaways Event. Mr. Ziegler, Millheim Borough Supervisor, confirmed that his Board discussed and agreed to serve as the grantor administrator for the 2023 Route 45 Getaways Event. Mr. Ziegler and I will work with HVAB to transfer ownership of the grant application submitted to HVAB from Ferguson Township to Millheim Borough. Given that grant administration will be managed by Millheim Borough, Ferguson Township staff will not participate with the event. I recommend that the Board consider approval of a monetary contribution to support the local grant match if a donation request is submitted.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY, PENNSYLVANIA CERTIFYING PROVISION OF LOCAL MATCH FOR STATE OPERATING AND CAPITAL FINANCIAL ASSISTANCE TO THE CENTRE AREA TRANSPORTATION AUTHORITY FOR FISCAL YEAR 2023 – 2024.**

The Board of Supervisors of the Township of Ferguson resolves and certifies that it will provide to the Centre Area Transportation Authority local funds in the amount of \$137,248 to match state funds provided pursuant to 74 Pa. C.S. Section 1513 in Fiscal Year 2023-24.

Further, the Board resolves and certifies that the required amount of local matching funds will be provided no later than the end of the State Fiscal Year, June 30, 2024. The following schedule indicates dates and payments of eligible local matching funds:

<u>Payment Date</u>	<u>Payment Amount</u>
July 31, 2023	\$34,312.00
October 31, 2023	\$34,312.00
January 31, 2024	\$34,312.00
April 30, 2024	\$34,312.00

In addition to the local operating funds shown above, the Township of Ferguson also resolves and certifies that it will provide capital funding for the fiscal year in the amount of \$18,595.00 to be paid in quarterly payments on the same dates noted above.

**RESOLVED** this 15<sup>th</sup> day of May 2023.

**TOWNSHIP OF FERGUSON**

By: \_\_\_\_\_  
Lisa Strickland, Chair  
Board of Supervisors

ATTEST: [SEAL]

By: \_\_\_\_\_  
Centrice Martin, Secretary

-----  
I, Centrice Martin, Secretary of the Board of Supervisors of the Township of Ferguson do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Supervisors held the 15<sup>th</sup> day of May 2023.

By: \_\_\_\_\_  
(Signature) (Date)

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY, PENNSYLVANIA, AUTHORIZING THE FILING OF THE GRANT APPLICATION TO THE APPALACHIAN REGIONAL COMMISSION (ARC) FOR FUNDING ADMINISTERED THROUGH THE AREA DEVELOPMENT PROGRAM FOR AN ECONOMIC DEVELOPMENT PLAN THAT STRENGTHENS THE TOWNSHIP'S INFRASTRUCTURE, BUSINESSES, AND WORKFORCE.

**WHEREAS**, Ferguson Township desires to file a grant application with the Appalachian Regional Commission (ARC); and

**WHEREAS**, Ferguson Township prioritizes economic development as stated in Chapter 4: Ferguson Township Strategic Plan – Goals and Steps to Achieve them; and

**WHEREAS**, the Appalachian Regional Commission administers the Area Development Program that relies on a flexible “bottom up” approach to economic development, empowering Appalachian communities to design impactful investment opportunities that support their mission and investment priorities; and

**WHEREAS**, Ferguson Township is part of the Appalachian region with significant interest in strengthening and diversifying the economy through inclusive economic development, growth, and innovative strategies and investments in entrepreneurship and business development; and

**BE IT RESOLVED**, that the Board of Supervisors of Ferguson Township hereby request for a grant application submission to Appalachian Regional Commission for a grant match to obtain a consultant for assistance with design and development of a master plan to pursue economic and enterprise strategies that promote economic diversification from within the Township by examining assets and opportunities for capacity-building to grow existing industries, support economic diversification, and advance economic prosperity at the local level.

**BE IT FURTHER RESOLVED**, that the Board of Supervisors of Ferguson Township hereby designate Lisa Strickland Chair of Board of Supervisors and Centrice Martin, Township Manager, as the officials to execute all documents and agreements between Ferguson Township and the Appalachian Regional Commission’s financing authority to facilitate and assist in obtaining the requested grant.

**RESOLVED**, this 15<sup>th</sup> day of May 15.

**TOWNSHIP OF FERGUSON**

By: \_\_\_\_\_  
Lisa Strickland, Chair  
Board of Supervisors

[ S E A L ]

**ATTEST:**

By \_\_\_\_\_  
Centrice Martin, Secretary

**CERTIFICATION**

I, **Centrice Martin**, Secretary of the Ferguson Township, do hereby certify that the forging is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Supervisors, held on the 15<sup>th</sup> day of May 2023.

\_\_\_\_\_  
Centrice Martin, Secretary

RESOLUTION NO. 2023-

A RESOLUTION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY, PENNSYLVANIA AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR A GRANT FROM THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION FOR THE 2024-2027 CENTRE COUNTY TRAFFIC SAFETY GRANT AUTHORIZING THE TOWNSHIP MANAGER TO SIGN ALL DOCUMENTS RELATED TO THE GRANT ON BEHALF OF THE TOWNSHIP OF FERGUSON.

**BE IT RESOLVED**, by the authority of the Board of Supervisors of the Township of Ferguson, Centre County, Pennsylvania, and it is hereby resolved by authority of the same that the Township Manager of said Municipality, Authority be authorized and directed to sign the grant on its behalf.

**RESOLVED**, this 15<sup>th</sup> day of May, 2023.

**TOWNSHIP OF FERGUSON**

By \_\_\_\_\_  
Lisa Strickland, Chair  
Board of Supervisors

[S E A L]

**ATTEST**

By \_\_\_\_\_  
Centrice Martin, Secretary

---

**CERTIFICATION**

I, Centrice Martin, Secretary of the Township of Ferguson, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Supervisors, held the 15<sup>th</sup> day of May 2023.

\_\_\_\_\_  
Centrice Martin, Secretary

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY,  
PENNSYLVANIA REPEALING RESOLUTION 2006-24 AUTHORIZING THE ISSUANCE  
OF INDIVIDUAL PROCUREMENT CARDS THROUGH PFM FINANCIAL SERVICES  
LLC. AND ADOPTING AN AMMENDED PROCUREMENT CARD POLICY**

**WHEREAS**, the Township of Ferguson has authority to authorize the purchase of goods and services by use of Procurement Cards; and

**WHEREAS**, PFM Financial Services LLC ("PFM") has agreed to administer, on behalf of participating local governments and schools in the State of Pennsylvania, a Procurement Card system. The Procurement Cards will be issued to individual authorized employees of the Township, by Bank of Montreal, a Canadian chartered bank with a branch at 115 South LaSalle Street, Chicago, IL 60603, with established limits and purpose; and

**WHEREAS**, it is the desire of the Township of Ferguson, hereinafter referred to as Township, to enable each authorized individual employee to procure authorized supplies and other products for Township purposes in order to facilitate creative pedagogical and governmental processes and efficient Township operations; and

**WHEREAS**, it is the desire of the Township to reduce the economic burden on the resources of the Township by increasing efficiency and reducing the administrative costs of the Township and to respond to the exigencies of the day-to-day operations in accordance with the procurement process as established by Pennsylvania Statutes; and

**WHEREAS**, the Township recognizes that the Procurement Card is neither a substitute for public bidding nor the Township's existing procurement program, and that the Procurement Card Program is not being implemented for the purpose of bid splitting and/or the avoidance of the statutorily mandated public bidding process; and

**WHEREAS**, the Township recognizes the economic and financial savings and benefits to be gained by establishing an electronic Procurement Card system and sponsors and endorses the Corporate MasterCard Procurement Card Program;

**NOW, THEREFORE, BE IT RESOLVED** by the Ferguson Township Board of Supervisors, Commonwealth of Pennsylvania, as follows:

1. The Board Chair and Secretary are authorized to enter into an Agreement with Bank of Montreal to secure Procurement Cards for each authorized employee of the Township under such terms and conditions as approved by its legal counsel and the Township Board of Supervisors.
2. As a condition precedent to receiving the Procurement Card, each authorized employee shall execute a Procurement Card Use Agreement.
3. As a condition precedent to receiving the Procurement Card, the Township Manager shall establish a monetary limit of authority for each employee's use of the Procurement Card.

4. As a condition precedent to issuance of a Procurement Card, the Board of Supervisors has established the attached Exhibit "A" **Purchasing Card Program Policy** in accordance with the law including but not limited to: (a) a listing of goods and services which may be procured using the Card; (b) authorized vendors; (c) daily/weekly/monthly/annual monetary Procurement Card limits for each employee recipient of the Procurement Card. Employee recipients shall submit a list of Township goods and services to be annually purchased with the card, which shall be approved in writing by the Township Manager.
5. As a condition precedent to receiving the Procurement Card, each employee recipient shall sign an Agreement of Indemnity, which is included in the Procurement Card Use Agreement.
6. The Township Board of Supervisors hereby expressly authorizes the Board Chair and Secretary to execute the Procurement Card Use Agreement on its behalf.
7. Upon receipt and use of a Procurement Card, the cardholder shall submit receipts and such information as periodically requested by the Director of Finance or their designee.
8. The Township Manager or their designee shall establish procedures and internal controls to implement this program, to ensure that Procurement Cards are being used only for authorized Township business purposes and in compliance with applicable law, and to allow for easily verifiable audits of their use. These procedures and internal controls and any changes thereto shall be reviewed at least annually and any changes thereto submitted to the Board of Supervisors for approval.
9. The Township hereby authorizes PPM to debit the Township's Pennsylvania Local Government Investment Trust General Fund account in connection with Township's use of the Procurement Cards. PPM, which serves as Administrator of the Pennsylvania Local Government Investment Trust, is authorized by Township to debit such account and make payment to Bank of Montreal in connection with Township's use of the Procurement Cards.

**RESOLVED THIS 15<sup>th</sup> DAY OF MAY, 2023.**

**TOWNSHIP OF FERGUSON**

By: \_\_\_\_\_  
Lisa Strickland, Chair

[ S E A L ]

**ATTEST:**

By: \_\_\_\_\_  
Centrice Martin, Secretary

## **Ferguson Township** **Purchasing Card Program Policy**

**POLICY TITLE: Ferguson Township Purchasing Card Policy**

**DATE OF ISSUANCE:**

**FORMS: Cardholder Agreement**

### **Policy Statement**

At Ferguson Township, purchasing cards are used to acquire goods and services from various suppliers. Cardholders must sign a Cardholder agreement, including a code of ethics, an anti-kickback clause, and a conflict of interest statement. The cards are intended to be used for purchases following the normal purchasing policies of the Township. Requisition Forms are required for all purchases, except as specifically exempted. Purchase orders are required for purchases above \$1,000 as specified in the purchasing policy.

Cardholders are strongly encouraged to acquire goods and services from preferred suppliers whenever possible. The remainder of this document provides detailed information on acquisition and use of the purchasing card, including Cardholders' rights and responsibilities.

### **Reason for Policy**

The acquisition of goods and services is intended to be convenient and provide for the highest quality products to the Township for the least cost. By allowing certain employees to purchase directly, up to specified financial limits, the technical aspect of the items purchased can be maximized. By limiting purchases to certain qualified vendors for specific goods, the cost can be minimized through negotiations. By allowing employees independence in direct purchasing, however, it is necessary to establish responsibilities and to follow consistent procedures and policies in this regard. Adherence to this policy allows continued process savings, accountability and auditability of purchases.

Using a card to make purchases from a preferred supplier provides ease of use and best pricing for the Cardholder, direct charging/payment to the supplier, prompt delivery by suppliers.

Using the card with non-preferred suppliers does not always take advantage of better prices and prompt deliveries.

## **Responsibilities**

### **Cardholder**

Use preferred suppliers to acquire goods or services whenever possible

Reconcile transactions monthly

Prepare allocations as necessary for proper accounting of purchases

Provide report of purchases including description and account numbers to Finance Department monthly in a timely manner



Maintain security of the purchasing card and its related card number and expiration date, including immediately reporting a lost or stolen card

### **Department Heads**

Provide Township Manager with a list of department employees recommended for approval to use purchase cards.

Notify the Finance Department when an employee's employment with the Township is terminated

Other responsibilities are dependent on how the department structures the use of their cards

### **Finance Department**

Provide appropriate training and documentation

Provide monthly updated list of preferred suppliers.

Negotiate discounted pricing and quality supplier services

Regularly reevaluate preferred suppliers for performance, price and customer satisfaction

Maintain financial relationship with bank/card provider

Audit selected Cardholder transactions

### **Township Manager**

Authorize Purchase Card users.

Regularly review Purchase Card transactions with Finance Department.

Regularly review agreements with vendors, banks, suppliers, and banks.

Review and set Purchase Card limits.

## **Definitions**

The following definitions apply to listed terms as they are used in this policy:

### **Card/Cardholder**

#### **PLGIT Program**

Township purchasing program based on fundamental practices of commodity management in combination with use of the purchasing card (PLGIT P-Card)

#### **Purchasing Card (also called the PLGIT P-Card)**

an acquisition tool that functions similar to a credit card and for which a specific employee is assigned use and responsibility.

#### **Individual Cardholder**

employee having the responsibilities for an individual purchasing card

#### **Cardholder Agreement**

agreement, signed by a Cardholder, between the Township and that Cardholder stipulating policy and procedural rights and responsibilities of both parties

**Code of Ethics**

Agreement by a Cardholder to honor standard purchasing ethics when executing his/her rights as an authorized purchasing agent of the Township.

### **Anti-kickback Clause**

agreement by Cardholder not to accept any gifts or gratuities from the supplier in exchange for patronage

### **Conflict of Interest Statement**

agreement by a Cardholder to adhere to the Township's conflict of interest policy when executing his/her rights as an authorized purchasing agent of the Township

## **Commodity/Supplier**

### **Negotiated Commodity**

a particular group of goods and/or services for which preferred suppliers have been contracted

### **Open Commodity**

a particular group of goods and/or services for which preferred suppliers have not yet been identified but which is expected to become part of the negotiated commodity category in the future

### **Never-to-be-Negotiated Commodity**

a particular group of goods and/or services never to be reviewed and evaluated for preferred and non-preferred supplier status due to the nature of the commodity (e.g., conference registration)

### **Preferred Supplier**

supplier of a negotiated commodity who has successfully met specific requirements and who has been selected as "preferred" by a commodity team

### **Non-preferred Supplier**

supplier of a negotiated commodity who has not been selected as a preferred supplier, due to either not participating or not qualifying

## **General**

### **General Ledger Account Codes**

that Township general ledger account number to which all transactions using a specific card will be charged in the general ledger unless reallocated to another account code

### **Reconciliation**

mandatory process whereby a Cardholder verifies their monthly Cardholder statements have the correct charges or credits, attaching all required supporting documentation and delivering them to the Township Finance Department or Township Manager in a timely manner.

## **Overview of the Card Program**

Using the purchasing card most closely resembles using one's personal credit card, except that use is restricted to business-related purchases. Each Cardholder is required to keep the card secure. The Township purchasing card should be used to purchase goods from preferred suppliers. It can also be used for purchases from suppliers in the open and never-to-be-

negotiated commodities categories who accept MasterCard. For purchases from non-preferred suppliers, either purchase orders (\$1,000 or more) or purchase requisition form should be used.

Each purchasing card has been set up to encompass categories for types of suppliers and spending limits. Transactions on each card are charged to a specific account number or numbers. Cardholders are responsible for assuring that the transactions are charged correctly during reconciliation.

Cardholders may use the card to place an order in person at the supplier site, over the phone with the specific supplier, by fax or via the Internet on a secured site only. The Cardholder should give the supplier the following specific information:

- individual Cardholder name and that he/she is a Ferguson Township employee
- individual card number
- expiration date
- Pennsylvania tax-exemption status/number (printed on the card)
- delivery address (e.g., building name and office number)
- order information

### **Tax Exempt Status**

Ferguson Township is a tax-exempt organization. The Township's Pennsylvania tax-exempt identification number has been labeled on each card. The Cardholder must give this number to all suppliers at the time of any transaction to exempt payment for Pennsylvania or reciprocal state sales tax. In the event sales tax is billed to the Cardholder's account, it should be rectified directly with the supplier or disputed as outlined by the section Disputing a Charge in this policy.

### **Commodity Management**

Commodity management is the process of developing "preferred supplier" selections for Township purchases. In this process, potential suppliers are identified and requests that they provide additional discounts. Based on these discounts, recommended preferred suppliers are evaluated and those best suited are chosen as "preferred" for the particular commodity.

### **Preferred Supplier Status**

The Township does not guarantee a fixed amount of business to a preferred supplier nor that a supplier will maintain the "preferred" status. Commodity agreements may vary; generally, however, supplier status is reevaluated on an annual basis. A preferred supplier must perform to the terms and conditions negotiated. Preferred suppliers are responsible for their own success or failure. Suppliers can be dropped from the "preferred" list if problems develop and persist. In addition, there **is** no hierarchy of preference (i.e., no one supplier is "preferred" over any other for a particular commodity).

### **Preferred Supplier Directory**

The Preferred Supplier Directory lists preferred suppliers for negotiated commodities. The directory is updated to include information by commodity, as well as pertinent ordering information, such as phone numbers, delivery, pricing and account information. This is available through the Finance Department.

## **PLGIT Purchasing Card**

### **Department Head**

Each Department Head is responsible for determining departmental Cardholders. In addition, the Department Head can determine limits placed on cards. Limits are specified "per transaction", "per day", "per cycle" and "per commodity code".

### **Permitted Purchases**

Transactions permitted using the purchasing card are:

- those placed with a preferred supplier (i.e. a supplier listed in the Preferred Supplier Directory)
- those placed with a supplier of an open commodity
- those placed with a supplier of a commodity never to be negotiated (e.g., the supplier for a conference registration)

If the Cardholder of a card desires a negotiated commodity from a non-preferred supplier, the traditional purchasing process must be used. Using a card to purchase from a non-preferred supplier constitutes administrative misuse of the card.

### **Card Limits**

Each Department Head has the ability to set dollar, commodity codes and/or transaction limits on each card in their department within existing company purchasing policies.

Card limits may be set according to:

- dollars per transaction
- dollars per month
- commodity exclusions per card for all transactions in a category (e.g., department may decide that office supply transactions are not allowed to be charged to a particular card)
- number of transactions per day
- number of transactions per month

The initial limits will be set as follows:

- Township Manager - \$3,000 per transaction and \$3,000 per month
- Department Heads - \$1,000 per transaction and \$1,000 per month
- Other (as identified by the Department Head and approved by the Township Manager - \$250 per transaction and \$250 per month)

### **Canceling and Renewing Cards.**

Cards are valid for a minimum of one year from the date of issuance. If, for any reason, a Cardholder wishes to cancel their card, the card must be cut in half and forwarded to the Township Finance Department or Township Manager.

Each year from the original issue date and each year thereafter, a renewal card will be delivered to the cardholder unless the card has been cancelled.

## **Cardholder Termination**

The suspension or termination of a Cardholder must be reported directly to the Finance Department or Township Manager upon official notification of termination. The card should then be returned to the Finance Department or Township Manager and the card **will** be eliminated on the separation date of the employee. In the case of termination, the Cardholder is responsible for returning the card and for final reconciliation prior to separation. Failure to do so may result in the employee's final paycheck being withheld until this occurs.

## **Acquiring a Purchasing Card**

The Department Head is responsible for deciding who in their department will be permitted to have a purchasing card subject to approval by the Township Manager. Only employees who have signed the Cardholder agreement form, including the code of ethics, anti-kickback clause and conflict of interest statement, are authorized to use a purchasing card. Using another employee's card is not in accordance with the conditions set forth in this policy.

Purchasing cards are not transferable. If someone's card use is to be discontinued, their card must be given immediately to the Finance Department or Township Manager. Immediately report name changes for a particular Cardholder to the Finance Department or Township Manager so files may be updated and an updated card issued.

The following individuals are not permitted to have a card:

- courtesy employees (who do not receive a Township paycheck)
- employees who have had a card previously revoked. (An employee may regain card use only at the request of their Department Head, following review by the Township Finance Department or Township Manager.)
- employees not authorized as Cardholders by department administration
- untrained employees or employees who have not signed and returned the Cardholder agreement form, code of ethics and anti-kickback clause and conflict of interest statement
- employees on personal leave of absence or on sabbatical for more than six months.
- non-employees, including consultants
- suspended employees
- temporary employees, defined as those employees not on a permanent basis
- terminated employees
- any students, including work-study students

## **Card Delegation**

Township Cardholders may not authorize use of their card to any other person. Township reserves the right to initiate disciplinary action against any Cardholder, as detailed in the section of this policy on Misuse of the Purchasing Card.

## **Purchasing Card Training**

Cardholders must complete either group or individual training on the permitted use of the card and this policy prior to issuance. Cardholders must sign a Cardholder agreement, including the code of ethics, anti-kickback clause and the conflict of interest statement prior to card issuance.

The Cardholder will also receive a Cardholder guide and copy of this policy at the time of card issuance.

### **Cardholder Agreement**

The Cardholder agreement, which includes the code of ethics, anti-kickback clause and conflict of interest statement, stipulates that the Cardholder:

- is aware of and understands card policies and procedures
- is held accountable for all transactions made using his or her card
- is responsible for the timely reconciliation of his or her card
- is responsible for returning his or her card upon termination, suspension or leave of absence
- may not purchase any personal items with his or her card
- may not transfer his or her physical card or card responsibility to any other individual
- should use preferred suppliers if at all possible for negotiated purchases, using good judgment for purchases with other purchases or suppliers
- **is** responsible for reporting lost or stolen cards immediately to the Finance Department or Township Manager

### **Cardholder's. Responsibilities**

#### **Card Security**

Only authorized Cardholders may use the card. It is the responsibility of every Cardholder to safeguard cards and card numbers against use by unauthorized individuals within or outside the Township.

#### **Lost/Stolen Cards**

Immediately upon discovering that a card has been lost or stolen, a Cardholder must report this directly to the Finance Department or Township Manager. In addition, verbal reports of lost or stolen cards must be followed in writing to the Township Finance Department or Township Manager using the "Lost or Stolen Card Replacement Request" form. The card will be replaced within 5 business days, for a \$5.00 fee. The Township's liability per Cardholder is limited to the established restrictions on that particular card.

#### **Liabilities of the Card**

Liabilities of the card remain with the Township, rather than the Cardholder, for all transactions made in compliance with purchasing procedures and policies.

#### **Competitive Bidding**

Competitive bids on individual transactions are not required for any PA State negotiated commodities purchased. These vendors are automatically considered preferred suppliers.

In order to comply with PA State regulations, each transaction in excess of \$10,000 must follow proper bidding procedures and provide adequate documentation with the card reconciliation for that transaction.

## **Prohibited Transactions**

The following transactions are currently prohibited:

- purchases from non-preferred suppliers within a negotiated commodity
- purchases or payments for personal items or use
- purchases of alcoholic beverages
- cash advances
- purchases of radioactive materials

## **Disputing a Charge**

Within 30 days of the transaction date, a Cardholder may dispute a charge that appears on his or her monthly purchasing card statement. If the Cardholder does not recognize a charge or it appears to be incorrect, he or she should work directly with the supplier for resolution. In the event a resolution is not realized, the Cardholder must provide a copy of all supporting documentation to the Finance Department. The Finance department will work with the Cardholder, the Vendor and PLGIT to resolve the issue.

During the investigation, a credit may be issued to the Cardholder's account for the amount questioned. When PLGIT has completed the investigation, the Cardholder will be notified of the resolution. If the dispute is not settled in the Cardholder's favor, the Cardholder's department will be charged for the disputed transaction amount.

## **Returning an Item**

To return an item, the Cardholder should contact the supplier of the item for information on proper return procedures. Following the supplier's procedures, the item should be returned directly from the Cardholder to the supplier and a payment adjustment should be agreed upon at that time. Should a discrepancy remain, the Cardholder should note the charge as a discrepancy in the reconciliation process and follow proper procedures for disputing the charge, above.

## **Non-preferred Suppliers Transactions**

Cardholders who are making purchases from non-preferred suppliers must use the traditional purchase order process. Any purchases, including those prohibited from the card process must also continue to follow the Township purchasing policies.

## **Misuse of the Purchasing Card**

Cardholders are accountable for all the transactions related to their card. The consequences for misuse of the purchasing card are serious.

Misuse of the card can be either personal or administrative. Personal misuse includes, but is not limited to, using the purchasing card for personal purchases; use of the purchasing card by a suspended or terminated employee or allowing an unauthorized person to use the card.

Administrative misuse includes, but is not limited to, lack of proper reconciliation of the Cardholder account, use in direct violation of the purchasing card policies and procedures contained in this document (e.g., neglecting to use the card for commodities available through



preferred suppliers; neglecting to perform proper cost allocation to correct center and account; using an individual card for purchases from a non-preferred supplier).

### **Consequences of Misuse**

When appropriate, supervisors should attempt informal resolution by bringing the misuse, and consequences of further misuse, to the employee's attention in a timely manner.

If informal resolution is inappropriate or ineffective, the supervisor must bring the matter before the Township Manager. The following consequences of misuse have been established. Not all consequences will be applied to every violation; there are situations that may lead to disciplinary action, including suspension or termination of employment, without following all these steps. The Township Manager reserves the right to use discretion in applying these guidelines, depending on the type and severity of the specific violation being addressed.

The Township Manager will deliver a formal warning to the Cardholder. The Cardholder's immediate supervisor and Department Head will also be notified of the violation. Written notification of misuse will be included in the employee's personnel file. The reprimand will include a warning for possible card revocation pending further misuse.

If violations continue after notification of misuse, card use will be revoked. The employee may regain use of a Township purchasing card only at the request of the Department Head or Township Manager.

Based on the severity of the misuse, the Township can decide to initiate disciplinary action, up to and including termination and/or legal action. Disciplinary measures for staff will follow the policies outlined in the Personnel Manual and/or those procedures under the Standard Operational Procedures for the Police Department.

In the case of personal purchases, repayment by the Cardholder is required following identification of the discrepancy. Repayment may be made by cash or check. Payment for this misuse must be made within 10 days following resolution. Disciplinary measures will ensue based on the circumstances. It is the responsibility of the Cardholder to ensure that repayment is made for personal items charged to a card whether inadvertent or willful.

## **Internal Controls**

### **Record Keeping**

The Cardholder is responsible for keeping all credit card slips, cash register receipts, packing slips and other sales records related to any purchase using the card until reconciliation is done. This original documentation and reconciliation is then forwarded via the Department Head to the Finance Department.

### **Reconcilements**

Cardholders are individually responsible for monthly reconcilements of their purchasing card statement in a timely manner. The statement details transactions occurring in the most recent month, including the transaction date, supplier name, supplier address, account number to be charged and the amount of the transactions. This information must be reviewed for accuracy and any exceptions must be noted on the transaction statement. Disputed transactions should be noted.

The Cardholder is responsible for all charges on his or her monthly statement, including resolution of charges in error. After final review is completed by the Cardholder, all necessary original receipts and packing slips should be attached to the printed reconciliation form and signed by the Cardholder. The form should be reviewed by the Department Head and forwarded timely to the Finance Department.

### **Cost Allocation**

Cardholders and/or their Department Heads are responsible for allocation of transactions to the appropriate accounts. Details of transactions will generally be available in the PLGIT System three days from the date of purchase. This system is used for allocation done prior to the transfer of financial transactions to the general ledger. Once transactions appear in the general ledger, reallocations must follow the traditional journal entry process.

It is the responsibility of the Cardholder to ensure that proper account numbers are charged according to the Township Budget and financial policies. Continued improper designations and/or neglect of proper card transaction allocations are considered an administrative misuse of the card.

### **Receipt of Materials and Services**

The Cardholder is responsible for ensuring receipt of materials and services and for resolving any delivery problems, discrepancies and damaged goods with the suppliers or delivery agents.

Any packing slips, receipts, net zero invoices, along with the credit card statement, must be kept for reconciliation purposes. For telephone or catalog orders, complete shipping instructions must be given along with the Cardholder's name and the desired delivery location (specific building name, room number, etc.). The Cardholder should inform the supplier to include the packing slip or sales receipt (detailing the exemption of taxes) with the package. Save the credit card receipt and shipping documentation, including packing slips, which will be needed for reconciliation.

### **Internal Audit Review**

The Township will periodically, randomly review, and audit Cardholder activity for compliance with Township policy and procedures. Cardholders found not in compliance with these policies and procedures **will** be subject to those actions contained in the section of this policy on Misusing the Purchasing Card.

# Centre Region **Rental Housing &** **Building Safety**

## **& Property Maintenance Code**

~~2017~~ **2023** Edition

**April 7, 2023 Draft**

~~September 26, 2017~~

### **Centre Region Code Administration**

2643 Gateway Drive, Suite ~~2~~ 1, State College, Pennsylvania 16801  
814-231-3056

[www.centregioncode.org](http://www.centregioncode.org)



# Centre Region **Rental Housing &** **Building Safety**

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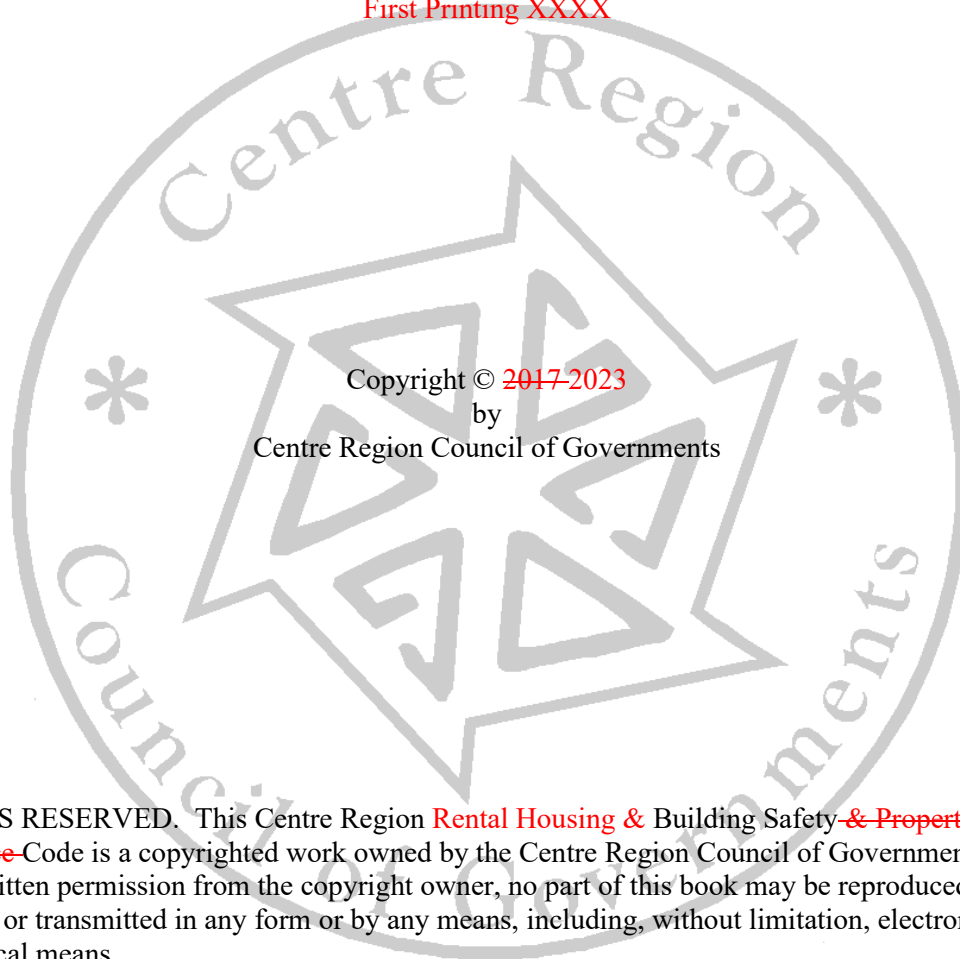
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# PREFACE

## Letter Designations in Front of Section Numbers

The content of sections in this code that begin with a letter designation are maintained by another code development committee in accordance with the following:

[F] = International Fire Code Development Committee;

[P] = International Plumbing Code Development Committee;

[B] = International Building Code Development Committee.

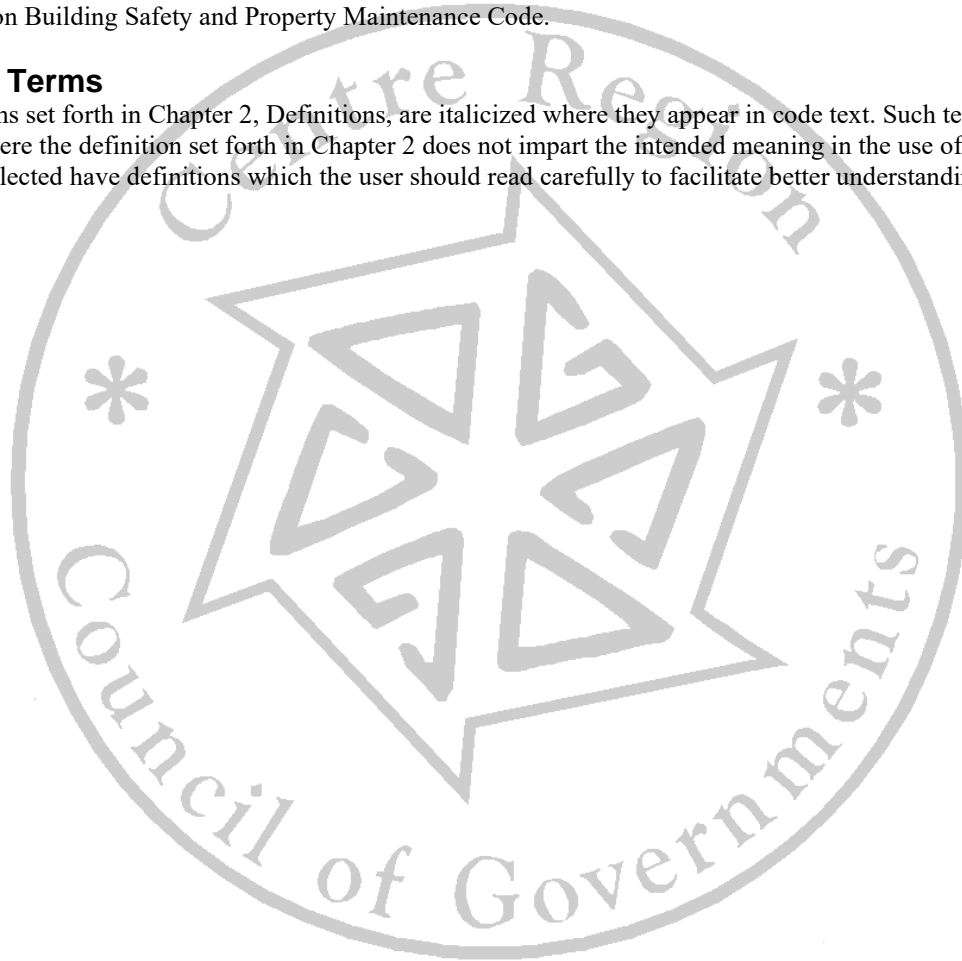
## Marginal Markings

Solid vertical lines in the margins of the code indicate a change from the requirements of the previous edition of the Centre Region Building Safety and Property Maintenance Code.

## Italicized Terms

Selected terms set forth in Chapter 2, Definitions, are italicized where they appear in code text. Such terms are not italicized where the definition set forth in Chapter 2 does not impart the intended meaning in the use of the term.

The terms selected have definitions which the user should read carefully to facilitate better understanding of the code.







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<b>APPENDIX C COLLEGE TOWNSHIP ENABLING ORDINANCE.</b>		<b>101.</b>		



# CHAPTER 1

## SCOPE AND ADMINISTRATION

### PART 1—SCOPE AND APPLICATION

#### SECTION 101 GENERAL

**101.1 Title.** These regulations shall be known as the Centre Region ~~Building Safety and Property Maintenance-Rental Housing & Building Safety Code~~, hereinafter referred to as “this code.”

**101.2 Scope.** The provisions of this code shall apply to all existing residential and nonresidential structures and all existing premises and constitute minimum requirements and standards for premises, structures, equipment and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; the responsibility of owners, owner’s authorized agent, operators and occupants; the occupancy of existing structures and premises, and for administration, enforcement and penalties.

**Exception:** Owner-occupied single-family dwellings that do not require a rental housing permit are exempted from all sections of this code except Sections 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 302, 303, 304, 306, exterior provisions of 307.1, 312, 318 604, and Chapters 2, 9, 10, 11, and 12 of this code.

**101.3 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.

**101.4 Severability.** If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

**101.5 False statements.** No person shall knowingly make any false statement or provide any false information on any form, document, or to any

employee of the Centre Region Code Administration or any representative of a municipality or other authorized person.

**101.6 Anti-retaliation.** Language in legal review and will be provided prior to final review and adoption.

#### SECTION 102 APPLICABILITY

**102.1 General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

**102.2 Maintenance.** Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the structure or premises was constructed, altered or repaired shall be maintained in good working order. No owner, owner’s authorized agent, operator or occupant shall cause any service, facility, equipment or utility which is required under this section to be removed from or shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the owner or the owner’s designated agent shall be responsible for the maintenance of buildings, structures and premises.

**102.3 Application of other codes.** Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the Uniform Construction Code of Pennsylvania, International Building Code, International Residential Code, International Plumbing Code, International Fuel Gas Code, International Mechanical Code, International Fire Code, International Existing Building Code, and National Electrical Code NFPA 70.

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**102.4 Existing remedies.** The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any *structure* which is dangerous, unsafe and insanitary.

**102.5 Workmanship.** Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer's installation instructions.

**102.6 Structural analysis.** Where structural analysis is used to determine if an unsafe structural condition exists, the analysis shall be permitted to use nominal strengths, nominal loads, load effects, required strengths and limit states in accordance with the requirements under which the structure was constructed or in accordance with any subsequent requirement.

**102.6-102.7 Historic buildings.** The provisions of this code ~~shall not be mandatory~~ may be waived 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.

**102.7-102.8 Referenced codes and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter ~~11~~ 12 and considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

**Exception:** Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply or where the enforcement of a code provision would violate the Uniform Construction Code of Pennsylvania, the provisions of the Uniform Construction Code of Pennsylvania shall apply.

**102.8-102.9 Requirements not covered by code.** Requirements necessary for the strength, stability or proper operation of an existing fixture, *structure*, or equipment, or for the public safety, health, general welfare, not specifically covered by this code, shall be determined by the *code official*. In the case of a clear public safety hazard, the *code official* shall be

authorized to enforce a provision of this code, or other recognized relative codes, retroactively.

**102.9-102.10 Application of references.** References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

**102.10-102.11 Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

## PART 2—ADMINISTRATION AND ENFORCEMENT

### SECTION 103 DEPARTMENT OF PROPERTY MAINTENANCE INSPECTION

**103.1 General.** The Centre Region Code Administration is hereby designated as the building code department.

**103.2 Appointment.** The Agency Director of the Centre Region Code Administration is hereby appointed as the *code official*.

**103.3 Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy(s). Such employees shall have powers as delegated by the *code official*.

**103.4 Liability.** The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to *persons* or property as a result of an act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

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~~103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be established by resolution of the Municipality.~~

~~103.5.1~~ **103.5 Housing permits.** Housing permits shall be renewed annually on or before the expiration date of each year. A housing permit shall become null and void upon permittee's failure to submit the required or proper annual rental housing fee. No reduction shall be made for fractional yearly permits and no refunds will be made for fees paid. A late charge of equal to 20% of the permit fee per unpaid unit shall be imposed after the date of permit payment due, and with each additional notice every 30-days thereafter until paid. Housing permits shall be transferable upon change of ownership, providing the permitted use has not changed. The new owner or designated *operator* is required to notify the Code Administration office in writing within 15 days after the change of ownership.

After 90 calendar days of lapsation or non-payment the permit is considered willfully abandoned.

~~103.5.1.1~~ **103.5.1 Rental permit abandonment.**

Once a permit has been willfully abandoned a rental housing permit must be obtained prior to renting or offering the unit or *structure* for rent in accordance with this code. This unit or *structure* must comply with all provisions of this code in accordance with a first-time rental permit application.

**103.6 Restriction of employees.** An official or employee connected with the enforcement of this code, except one whose only connection is that of a member of the board of appeals established under the provisions of Section 111, shall not be engaged in, or be directly or indirectly connected with, the furnishing of labor, materials, or appliances for the construction, alteration, or maintenance of a building, or the preparation of construction documents thereof, unless that *person* is the *owner* of the building; nor shall such officer or employee engage in any work that conflicts with official duties or with the interests of the department.

**SECTION 104  
FEES**

~~104.1 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be established by resolution of the Municipality.~~

**104.2 Refunds.** The *code official* is authorized to establish a refund policy.

**SECTION 104 105  
DUTIES AND POWERS OF THE CODE  
OFFICIAL**

~~104.1~~ **105.1 General.** The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

~~104.1.1~~ **105.1.1 Municipal manager.** All provisions contained in Sections 805 and 806 shall be administered and enforced by the *Municipal Manager* or others as designated by the *Municipal Manager*.

~~104.2~~ **105.2 Inspections.** The *code official* shall make all of the required inspections, or shall accept reports of inspection by *approved* agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such *approved* agency or by the responsible individual. The *code official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

~~104.2.1~~ **105.2.1 Rental Housing inspection frequency.**

1. All rental properties shall be inspected at least once every 36-months. The next regular inspection will be scheduled 36-months or sooner from the last regular inspection, not the last reinspection date.

~~Exception: Those properties in the Borough of Bellefonte shall be inspected once every 24 months. The next regular inspection will be scheduled 24 months or sooner from the last regular inspection, not the last reinspection date.~~

2. If a property fails to receive a *satisfactory rental housing inspection* during any regular inspection, that property shall be inspected

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annually thereafter until such time as the property has received a satisfactory inspection report during three consecutive annual inspections. The *Owner* shall be charged for each additional inspection required under this section.

3. Nothing in this ordinance shall prevent the *code official* from conducting more frequent inspections of a property. More frequent inspections may occur when one or more of the following occurs:
  - a. When a complaint is made and the *Code Official* has reasonable cause to believe that the complaint is valid.
  - b. The property becomes a nuisance property under the provisions of Section 805 or 806 of this code.
  - c. At the request of the *Owner* or *tenant*.

**105.2.2 Rental housing inspection notice.** The *Code Official* shall notify the *person-in-charge* a minimum of 14 calendar days prior to the scheduled inspection. Notification shall be by Unites States Mail, email, delivered in-person, or posted on a prominent place on the property.

**Exception:**

1. Written advanced notice shall not be required for inspections generated as a result of a complaint.
2. Written notice shall be provided a minimum of the one calendar day prior to re-inspections.

**~~104.2.2~~ 105.2.3 No-show fee.**

1. If the owner or *person-in charge* fails to be present or provide interior access for an inspection within ten minutes after the start time of the scheduled inspection, the owner shall be considered a No-Show and subject to a *No-Show Fee* as defined herein, except for good cause shown.
2. Following the first No-Show, the inspection shall be rescheduled, and the *code official* shall give notice of the time and date for the rescheduled inspection. If the *OWNER* or *PERSON-IN-CHARGE* fails to be present or fails to provide interior access for the second inspection, the *OWNER* or *PERSON-IN-*

*CHARGE* shall be considered a second No-Show and shall be subject to an additional No-Show fee and shall be in *violation* of this Chapter.

3. Each day that the *OWNER* or *PERSON-IN-CHARGE* fails to provide interior access or to be present for an inspection shall constitute a separate *violation*. If the inspection has not been completed within thirty days of the first scheduled inspection as a result of the *OWNER* or *PERSON-IN-CHARGE* not being present or failing to provide interior access for a scheduled or rescheduled inspection, the rental permit may be suspended for a period of 180 days, in addition to any other penalties as set forth Section ~~106.3~~ 107.3 of this Chapter.

**~~104.3~~ 105.3 Right of entry.** Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a *structure* or upon a *premises* a condition in *violation* of this code, the *code official* is authorized to enter the *structure* or *premises* at reasonable times to inspect or perform the duties imposed by this code, subject to applicable laws, provided that if such *structure* or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such *structure* or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner* or other *person* having charge or control of the *structure* or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

**~~104.4~~ 105.4 Identification.** The *code official* shall carry proper identification when inspecting *structures* or *premises* in the performance of duties under this code.

**~~104.5~~ 105.5 Notices and orders.** The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

**~~104.6~~ 105.6 Department records.** The *code official* shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

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## SECTION ~~105-106~~ APPROVAL

**~~105-1~~ 106.1 Modifications.** Whenever there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or *owner's* representative, provided the *code official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements complying with the provisions of the Uniform Construction Code of Pennsylvania. The details of action granting modifications shall be recorded and entered in the department files. The modification that is approved by the *Code Official* is the minimum modification that will be required to achieve the intent and purpose of the code.

**~~105-2~~ 106.2 Alternative materials, methods and equipment.** The provisions of this code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material or method of construction shall be *approved* where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

**~~105-3~~ 106.3 Required testing.** Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *code official* shall have the authority to require tests to be made as evidence of compliance at no expense to the jurisdiction. Where the alternative material, design or method of construction is not *approved*, the *code official* shall respond in writing, stating the reasons the alternative was not *approved*.

**~~105-3.1~~ 106.3.1 Test methods.** Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be

permitted to approve appropriate testing procedures performed by an *approved* agency.

**~~105-3.2~~ 106.3.2 Test reports.** Reports of tests shall be retained by the *code official* for the period required for retention of public records.

**~~105-4~~ 106.4 Used material and equipment.** The use of used materials which meet the requirements of this code for new materials is permitted. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested when necessary, placed in good and proper working condition and *approved* by the *code official*.

**~~105-5~~ 106.5 Approved materials and equipment.** Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

**~~105-6~~ 106.6 Research reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

## SECTION ~~106~~ 107 VIOLATIONS

**~~106-1~~ 107.1 Unlawful acts.** It shall be unlawful for a *person*, firm or corporation to be in conflict with or in *violation* of any of the provisions of this code or fail to obey a lawful order of the *Code Official*.

**~~106-2~~ 107.2 Notice of violation.** The *code official* shall serve a notice of *violation* or order in accordance with Section ~~107~~ 108.

**~~106-3~~ 107.3 Penalty.** Any *person*, firm, or corporation who shall violate any provision of this code shall, upon conviction thereof, be subject to a fine of not less than \$300.00 nor more than \$1,000.00 or imprisonment for a term not to exceed 30 days, or both, at the discretion of the court. Each day that a *violation* continues after due notice has been served, in accordance with the terms and provisions hereof, shall be deemed a separate offense.

**~~106-3.1~~ 107.3.1 Unsafe condition violation.** In addition to the imposition of the penalties herein described, the *code official* is authorized to issue field fines or citations in accordance with Section 107.3 for unsafe condition *violations*. Structures or existing equipment that are or hereafter become

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unsafe or deficient because of inadequate *means of egress* or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or which involve illegal or over *occupancy*, or tampering with life-safety equipment, shall be deemed an unsafe condition. The *code official* shall establish, by written regulation, all unsafe conditions and associated fines not less than \$150.00 nor more than \$300.00 per occurrence. Each day that a *violation* continues after due notice has been served, in accordance with the terms and provisions hereof, shall be deemed a separate offense. Any *person*, firm, or corporation violating one or more of these sections is exempt from the notification requirements set forth in Section ~~107~~ 108. Failure to pay the fine, in full, to the Centre Region Council of Governments (COG) within 10 days of issuance will result in legal action in accordance with Section ~~106.3~~ 107.3. All Unsafe Condition *Violations* can be appealed to the Director of Code Administration within 7 calendar days of issuance.

**~~106.3.1.1~~ 107.3.1.1 Identification of violation responsibility.** When an Unsafe Condition *Violation* is issued within a *dwelling unit*, every attempt will be made to identify the *person(s)* responsible for the *violations*. The *OWNER* or *PERSON-IN-CHARGE* shall provide the *tenant* information, including but not limited to name, and contact information to the *code official* within 24-hours when the *tenants* are not present. In the event that the responsible person is unable to be determined, any violations occurring within a *bedroom* within the *dwelling unit*, the *tenant(s)* within that *bedroom* as identified by the *owner's* agent shall be issued the *violation* and or penalty. When the *violation* occurs within a common area within the *dwelling unit*, the *tenant(s)* of the *dwelling unit* as identified by the *owner's* agent will be issued the *violation* and or penalty.

When the *tenant* information cannot be identified the *OWNER* will be issued the *violation* and or penalty.

**~~106.3.2~~ 107.3.2 Re-inspection fee.** When a re-inspection is performed to abate a *violation* of this code and the inspection reveals that the abatement of the *violation* has not been completed or the *owner* or *agent* or *person-in-charge* is not present for a scheduled re-inspection, an additional inspection fee of \$100.00 ~~75.00~~ for every re-inspection shall be charged and is required to be

paid and *violations* abated prior to the next scheduled re-inspection. Failure to make the required payment, appear for an inspection, or abate the *violations* after this point will then be subject to the penalty section described in Section ~~106.3~~ 107.3. This fee may be revised by resolution of the *Municipality*.

**~~106.3.3~~ 107.3.3 No-show fee.** A \$100.00 ~~75.00~~ *No-Show Fee* will be assessed when an *OWNER* or *PERSON-IN-CHARGE* fails to provide interior access for a scheduled inspection. Inspections in which an *OWNER* or *PERSON-IN-CHARGE* fails to provide interior access must be rescheduled within 24-hours of the date and time of the initial inspection to avoid assessment of a *No-Show Fee*. When assessed, this fee must be paid within 7 days. Unpaid fees will be added to the next renewal fee for the rental housing permit and if still unpaid shall constitute a basis for denial of renewal. This fee may be revised by resolution of the *Municipality*.

**~~106.3.4~~ 107.3.4 Annual Inspection Fee.** A \$100.00 ~~75~~ Annual Inspection Fee will be assessed when a property is required to undergo annual inspections as identified in Section ~~104.2.1~~ 105.2.1. This fee will be assessed annually when the housing permit is renewed. This fee may be revised by resolution of the *Municipality*.

**~~106.3.5~~ 107.3.5 Outstanding Fees.** A rental housing permit will not be renewed until all outstanding “re-inspection”, “no-show” and “annual inspection” fees have been paid.

**~~106.3.6~~ 107.3.6 Unsanitary condition violation.** In addition to the imposition of the penalties herein described, the *code official* or *health officer* is authorized to issue field fines for unsanitary and unclean condition *violations*. *Dwelling units* or portions of *dwelling units* that are deemed unsanitary or unclean, or hereafter become unsanitary or unclean because of inadequate cleaning, or housekeeping, *neglect*, or otherwise unsanitary practices, shall be deemed an unsanitary or unclean condition. The *health officer* and *code official* shall establish, by written regulation, all unsanitary and unclean conditions and with a fine of \$75.00 per occurrence. Each day that a *violation* continues after due notice has been served, in accordance with the terms and provisions hereof, shall be deemed a separate offense. Any *person*, firm, or corporation violating one or more of these sections is exempt from the notification

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requirements set forth in Section ~~107~~ 108. Failure to pay the fine, in full, to the Centre Region Council of Governments (COG) within 10 days of issuance will result in legal action in accordance with Section ~~106.3~~ 107.3. All Unsafe Condition Violations can be appealed to the Director of Code Administration within 7 calendar days of issuance.

~~106.3.7~~ 107.3.7 **Interior furniture violation.** In addition to the imposition of the penalties herein described, the *code official, municipal enforcement official, or police officer* is authorized to issue field fines for *violations* of sections 302.8 and [F] 315.3.1. A fine of \$150.00 per occurrence shall be issued for each occurrence observed. Each day that a *violation* continues after due notice has been served, in accordance with the terms and provisions hereof, shall be deemed a separate offense. Any *person, firm, or corporation* violating one or more of these sections is exempt from the notification requirements set forth in Section ~~107~~ 108. Failure to pay the fine, in full, to the Centre Region Council of Governments (COG) or the issuing *Municipality* within 10 days of issuance will result in legal action in accordance with Section ~~106.3~~ 107.3. All *violations* of sections 302.8 and [F] 315.3.1 can be appealed either to the Director of Code Administration or *Municipal Manager*, if issued by the *Municipality*, within 7 calendar days of issuance.

~~106.3.8~~ 107.3.8 **Storage violation.** In addition to the imposition of the penalties herein described, the *Code Official, Municipal Enforcement Officer, or police officer* is authorized to issue field fines for violations of sections 318. A fine of \$150.00 per occurrence shall be issued for each occurrence observed. Each day that a violation continues after due notice has been served, in accordance with the terms and provisions hereof, shall be deemed a separate offense. Any *person, firm, or corporation* violating one or more of these sections is exempt from the notification requirements set forth in Section ~~107~~ 108. Failure to pay the fine, in full, to the Centre Region Council of Governments (COG) or the issuing *Municipality* within 10 days of issuance will result in legal action in accordance with Section ~~106.3~~ 107.3. All violations of Section 318 can be appealed either to the *Director of Code Administration* or *Municipal Manager*, if issued by the *Municipality*, within 7 calendar days of issuance.

~~106.4~~ 107.4 **Failure to comply.** Any *person* who shall continue any work on the system after having

been served with a stop work order, except such work as that *person* is directed to perform to remove a *violation* or unsafe condition, shall be liable to a fine of not less than \$300.00 or more than \$1,000.00. Each day that a *violation* continues after due notice has been served, in accordance with the terms and provisions hereof, shall be deemed a separate offense.

~~106.5~~ 107.5 **Abatement of violation.** The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a *violation*, or to prevent illegal *occupancy* of a building, *structure* or *premises*, or to stop an illegal act, conduct, business or utilization of the building, *structure* or *premises*.

## SECTION ~~107~~ 108 NOTICES AND ORDERS

### ~~107.1~~ 108.1 **Notice to person responsible.**

Whenever the *code official* determines that there has been a *violation* of this code or has grounds to believe that a *violation* has occurred, notice shall be given in the manner prescribed in Sections ~~107.2~~ 108.2 and ~~107.3~~ 108.3 to the *person* responsible for the *violation* as specified in this code. Notices for condemnation procedures shall also comply with Section ~~108.3~~ 109.3.

~~107.2~~ 108.2 **Form.** Such notice prescribed in Section 107.1 shall be in accordance with all of the following:

1. Be in writing.
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 code.
5. Inform the property *owner* of the right to appeal.

~~107.3~~ 108.3 **Method of service.** Such notice shall be deemed to be properly served upon such owner if a copy thereof is delivered to the *owner* personally; or by delivery receipt from a parcel service; or by

certified mail addressed to the *owner* or *PERSON-IN-CHARGE* at the last known address with return receipt requested; or if the certified letter is returned with receipt showing that it has not been delivered; or by posting a copy thereof in a conspicuous place in or about the *structure* or *premises* affected by such notice, or by email to an email address provided to the Centre Region Code Administration or Municipality by the owner or person-in-charge.

Service of such notice in the foregoing manner upon the *owner's agent* or upon the *person-in-charge* for the *structure* or *premises* shall constitute service of notice upon the owner.

**107.4-108.4 Unauthorized tampering.** Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

**107.5 108.5 Penalties.** Penalties for noncompliance with orders and notices shall be as set forth in Section 106.4.

**107.6 108.6 Transfer of ownership.** It shall be unlawful for the *owner* of any *dwelling unit* or *structure* who has received a compliance order or upon whom a notice of *violation* has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or *structure* to another until the provisions of the compliance order or notice of *violation* have been complied with, or until such *owner* shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of *violation* issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of *violation* and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of *violation*.

## SECTION 408 109 UNSAFE STRUCTURES AND EQUIPMENT

**108.1 109.1 General.** When a *structure* or equipment is found by the *code official* to be unsafe, or when a *structure* is found unfit for human occupancy, or is found unlawful, such *structure* shall be *condemned* pursuant to the provisions of this code.

**108.1.1 109.1.1 Unsafe structures.** An unsafe *structure* is one that is found to be dangerous to the life, health, property or safety of the public or the

*occupants* of the *structure* by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such *structure* contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

**108.1.2 109.1.2 Unsafe equipment.** Unsafe equipment includes any boiler, heating equipment, elevator, moving *stairway*, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the *structure* which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or *structure*.

**108.1.3 109.1.3 Structure unfit for human occupancy.** A *structure* is unfit for human occupancy whenever the *code official* finds that such *structure* is unsafe, unlawful or, because of the degree to which the *structure* is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the *structure* constitutes a hazard to the *occupants* of the *structure* or to the public.

**108.1.4 109.1.4 Unlawful structure.** An unlawful *structure* is one found in whole or in part to be *occupied* by more *persons* than permitted under this code, or was erected, altered or occupied contrary to law.

**108.1.5 109.1.5 Dangerous structure or premises.** For the purpose of this code, any *structure* or *premises* that has any or all of the conditions or defects described below shall be considered dangerous:

1. Any door, aisle, passageway, *stairway*, exit or other *means of egress* that does not conform to the *approved* building or fire code of the jurisdiction as related to the requirements for existing buildings.
2. The *walking surface* of any aisle, passageway, *stairway*, exit or other *means of egress* is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate *means of egress*.

8 The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if "A" follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.

1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College; 7. Borough of Bellefonte

3. Any portion of a building, *structure* or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration*, *neglect*, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become *detached* or dislodged.
  4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
  5. The building or *structure*, or part of the building or *structure*, because of dilapidation, *deterioration*, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or *structure* is likely to fail or give way.
  6. The building or *structure*, or any portion thereof, is clearly unsafe for its use and *occupancy*.
  7. The building or *structure* is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or *structure* to their danger, becomes a harbor for vagrants, criminals or immoral *persons*, or enables *persons* to resort to the building or *structure* for committing a nuisance or an unlawful act.
  8. Any building or *structure* has been constructed, exists or is maintained in *violation* of any specific requirement or prohibition applicable to such building or *structure* provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
  9. A building or *structure*, used or intended to be used for *dwelling* purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation*, mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
  10. Any building or *structure*, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.
  11. Any portion of a building remains on a site after the demolition or destruction of the building or *structure* or whenever any building or *structure* is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.
- 108.2-109.2 Closing of vacant structures.** If the *structure* is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the *structure* closed up so as not to be an attractive nuisance. Upon failure of the *owner* to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private *persons* and the cost thereof shall be charged against the real estate upon which the *structure* is located and shall be a lien upon such real estate and may be collected by any other legal resource.
- 108.2-109.2.1 Authority to disconnect service utilities.** The *code official* shall have the authority to authorize disconnection of utility service to the building, *structure* or system regulated by this code and the referenced codes and standards set forth in Section ~~102.7~~ 102.8 where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* and *occupant* of the building, *structure* or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner* or *occupant* of the building *structure* or service system shall be notified in writing as soon as practical thereafter.
- 108.3 109.3 Notice.** Whenever the *code official* has condemned a *structure* or equipment under the

provisions of this section, notice shall be posted in a conspicuous place in or about the *structure* affected by such notice and served on the *owner* or the *person* or *persons* responsible for the *structure* or equipment in accordance with Section ~~107.3~~ 108.3. If the notice pertains to equipment, it shall also be placed on the *condemned* equipment. The notice shall be in the form prescribed in Section ~~107.2~~ 108.2.

**~~108.4~~ 109.4 Placarding.** Upon failure of the *owner* or *person* responsible to comply with the notice provisions within the time given, the *code official* shall post on the *premises* or on defective equipment a placard bearing the word “*Condemned*” and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard.

**~~108.4.1~~ 109.4.1 Placard removal.** The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any *person* who defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

**~~108.5~~ 109.5 Prohibited occupancy.** Any occupied *structure condemned* and placarded by the *code official* shall be vacated as ordered by the *code official*. Any *person* who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner* or any *person* responsible for the *premises* who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

**~~108.6~~ 109.6 Abatement methods.** The *owner*, *operator* or *occupant* of a building, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action.

**~~108.7~~ 109.7 Record.** The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the *structure* and the nature of the unsafe condition.

## SECTION 409 110 EMERGENCY MEASURES

**~~109.1~~ 110.1 Imminent danger.** When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a building or *structure* which

endangers life, or when any *structure* or part of a *structure* has fallen and life is endangered by the occupation of the *structure*, or when there is actual or potential danger to the building *occupants* or those in the proximity of any *structure* because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *code official* is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *code official* shall cause to be posted at each entrance to such *structure* a notice reading as follows: “This *Structure* Is Unsafe and Its *Occupancy* Has Been Prohibited by the *Code Official*.” It shall be unlawful for any *person* to enter such *structure* except for the purpose of securing the *structure*, making the required repairs, removing the hazardous condition or of demolishing the same.

**~~109.2~~ 110.2 Temporary safeguards.** Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done, including the boarding up of openings, to render such *structure* temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

**~~109.3~~ 110.3 Closing streets.** When necessary for public safety, the *code official* shall temporarily close *structures* and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe *structures*, and prohibit the same from being utilized.

**~~109.4~~ 110.4 Emergency repairs.** For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

**~~109.5~~ 110.5 Costs of emergency repairs.** Costs incurred in the performance of emergency work shall be paid by the *municipality*. The legal counsel of the *municipality* shall institute appropriate action against the *owner* of the *premises* where the unsafe *structure* is or was located for the recovery of such costs.

**~~109.6~~ 110.6 Hearing.** Any *person* ordered to take emergency measures shall comply with such order forthwith. Any affected *person* shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

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7. Borough of Bellefonte

**SECTION 440 111  
DEMOLITION**

**110.1 111.1 General.** The *code official* shall order the *owner* of any *premises* upon which is located any *structure*, which in the *code official* judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or *occupancy*, and such that it is unreasonable to repair the *structure*, to demolish and remove such *structure*; or if such *structure* is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any *structure* for a period of more than two years, the *code official* shall order the *owner* to demolish and remove such *structure*, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the *building code official*.

**110.2 111.2 Notices and orders.** All notices and orders shall comply with Section ~~407~~ 108.

**110.3 111.3 Failure to comply.** If the *owner* of a *premises* fails to comply with a demolition order within the time prescribed, the *code official* shall cause the *structure* to be demolished and removed, either through an available public agency or by contract or arrangement with private *persons*, and the *cost of such demolition* and removal shall be charged against the real estate upon which the *structure* is located and shall be a lien upon such real estate.

**110.4 111.4 Salvage materials.** When any *structure* has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the *person* who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

**SECTION 444 112  
MEANS OF APPEAL**

**111.1 112.1 Request for appeal.** All appeals concerning this code shall be heard before the Centre

Region Building and Housing Code Board of Appeals as established by the Joint Articles of Agreement.

**Exception:** Appeals stemming from actions taken in accordance with Sections 805 and 806 shall be heard in accordance with procedures detailed in those Sections.

~~Exception: For properties in the Borough of Bellefonte, appeals shall be heard before the Bellefonte Housing Board of Appeals in accordance with the procedures set forth in this code.~~

**111.2 112.2 Appeal application deadline.** The appellant wishing to appeal the decision of the *Code Official* shall do so within ~~30~~ 14 calendar days upon receipt of the written decision.

**111.3 112.3 Application for appeal.** The application for appeal shall be made available at the office of the Centre Region Code Administration. The appeal application shall be completed including all required information and any relevant materials for the appeal including the written decision of the *Code Official* and all applicable fees.

**111.4 112.4 Fees.** The fees for appeals under this code shall be established by resolution of the *Municipality*.

**111.5 112.5 Hearing date.** The secretary of the Centre Region Building and Housing Code Board of Appeals shall schedule a hearing of the board, to be held within 60 calendar days of the applicants request unless both parties agree in writing to an extension in time.

**111.6 112.6 Notice of hearing.** The secretary of the Centre Region Building and Housing Code Board of Appeals shall notify in writing ~~by first class mail~~ no later than 10 business days prior to the hearing date the; Notice of Hearing; the appeals form; and the written decision of the *Code Official* to all board members, Public Safety Committee members, *Municipal Managers*, and all Parties of Interest. **Written notice shall be by email to all parties. In addition, written service shall be made to all Parties of Interest by United States Mail.**

~~Exception: In the Borough of Bellefonte, the Bellefonte Housing Code Board of Appeals shall replace the Centre Region Building and Housing Appeals Board in this section.~~

*person* is directed to perform to remove a *violation* or unsafe condition, shall be liable to a fine of not less than \$300.00 or more than \$1000.00 per day.

**112.7 Request for continuance.** If the Party of Interest is unable to attend the scheduled meeting of the Centre Region Building and Housing Code Board of Appeals, a written request for continuance shall be submitted to the Agency Director of the Centre Region Code Administration, a minimum of ~~3~~ **5** business days prior to the scheduled hearing, detailing why the hearing should not be held as scheduled, and when the Party of Interest would be able to attend. Such a request shall be ruled on by the Board Chairman and if granted rescheduled in accordance with the board rules.

**112.8 Promulgation of decision.** Final Board approval of the decision shall be made within 15 business days after the close of evidence, and shall be forwarded by ~~United States Mail~~ **email** to all board members, Public Safety Committee members, *Municipal Managers*, and by ~~United States Mail~~ to all Parties of Interest by the Board Secretary.

**112.9 Appeals of Board rulings.** Appeals of rulings by the Centre Region Building and Housing Code Board of Appeals shall be made to the Pennsylvania Courts of Common Pleas. Application shall be made within 30 calendar days of the promulgation of the board ruling.

## **SECTION ~~442~~ 113 STOP WORK ORDER**

**~~113.1~~ 113.1 Authority.** Whenever the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

**~~113.2~~ 113.2 Issuance.** A stop work order shall be in writing and shall be given to the *owner* of the property, to the *owner's* agent, or to the *person* doing the work, **or posted in a conspicuous place on the property where the work is occurring.** Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

**~~113.3~~ 113.3 Emergencies.** Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

**~~113.4~~ 113.4 Failure to comply.** Any *person* who shall continue any work after having been served with a stop work order, except such work as that

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## CHAPTER 2 DEFINITIONS

### SECTION 201 GENERAL

**201.1 Scope.** Unless otherwise expressly stated, the following terms shall, for the purposes of this code only, have the meanings shown in this chapter.

**201.2 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.

**201.3 Terms defined in other codes.** Where terms are not defined in this code and are defined in the ~~2018~~ ~~2009~~ editions of the *International Building Code*, *International Residential Code*, *International Fire Code*, *International Plumbing Code*, *International Mechanical Code*, *International Fuel Gas Code* or National Electrical Code, NFPA 70, such terms shall have the meanings ascribed to them as stated in those codes.

**Exception:** When used within this code, the terms *unsafe* and *dangerous* shall have only the meanings ascribed to them in this code and shall not have the meanings ascribed to them by the *International Existing Building Code*.

**201.4 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.

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

### SECTION 202 GENERAL DEFINITIONS

**ACCESSIBLE ELEMENT.** An architectural or mechanical component of a building, facility, space, or site thereof that complies with the Accessibility Standard that was in place at the time of the construction of the building, facility, space, or site.

**ALARM.** A communication to a public safety agency indicating that a crime, fire or other emergency situation warranting immediate action by the public safety agency has occurred or is occurring.

**ALARM SUPPLIER.** The business by any individual, partnership, corporation or other entity of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving or installing any alarm system or causing any alarm system to be sold, leased, maintained, serviced, repaired, altered, replaced, moved or installed in or on any building, structure, or facility.

**ALARM SYSTEM.** Any assembly of equipment, mechanical-, electrical- or battery operated, arranged to signal the occurrence of a police, fire, hazard or medical emergency requiring urgent attention and to which police, fire, or EMS units are expected to respond.

#### Exceptions:

1. Manual fire alarm pull stations
2. Residential smoke detectors that do not transmit an alarm signal off premises
3. Residential carbon monoxide detectors that do not transmit an alarm signal off premises
4. Residential alarm systems installed in owner occupied single family homes that do not notify police, fire, or EMS units without the alarm owner making direct communication to Centre County 911 Emergency Communications & Addressing

**ANCHORED.** Secured in a manner that provides positive connection.

**ANSWERING SERVICE.** A service whereby trained employees, in attendance at all times, receiving prerecorded voice messages from automatic dialing devices reporting an emergency at a stated location, where such employees have the duty to relay immediately, by live voice, any such emergency message over a trunk line to the communications center of the Police, Fire, or EMS Agency.

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**APPROVED.** *Approved by the code official.*

**AUDIBLE ALARM.** Any device, bell, horn or siren which is attached to the interior or exterior of a building, structure or facility and emits a warning signal audible outside the building, structure or facility and is designed to attract attention when activated by a criminal act or other emergency requiring Police Agency, Fire Agency, or EMS response.

**AUTOMATIC DIALING DEVICE.** A device which is interconnected to a telephone line and is programmed to transmit a signal by a voice or coded message that indicates that an emergency condition exists and the need for an emergency response is required.

**BASEMENT.** That portion of a building which is partly or completely below grade and does not qualify as a *story above grade*.

**BATHROOM.** A room containing plumbing fixtures including a bathtub or shower.

**BED and BREAKFAST (B&B).** For the purposes of this code, the definition of Bed and Breakfast shall be identical to the definition of Bed and Breakfast in the municipal zoning ordinance of the *municipality* adopting this code.

**BEDROOM.** Any room or space used or intended to be used for sleeping purposes in either a dwelling or *sleeping unit*.

**CARTWAY.** A pathway, paved or not paved, intended for, but not limited to vehicular traffic, also known as a street, lane, alley, road, or drive.

**CENTRAL STATION.** A protective system or group of such systems operated privately for customers by a person, firm or corporation which accepts recorded messages from automatic dialing devices at a central station having operators and guards in attendance at all times who have the duty to take appropriate action upon receipt of a signal or message, including the relaying of messages to the communications center of the Police, Fire or EMS Agency.

**CHIEF OF POLICE.** The Chief Officer of the Police Department duly appointed by the *municipality*.

**CLEAN AND SANITARY.** A surface that is free of visible soil and free from elements such as filth or bacteria that endanger health. Also, the reduction of pathogenic organisms on a clean surface to a safe level.

**CODE OFFICIAL.** The Director of the Centre Region Code Administration or a duly authorized representative.

**CONDEMN.** To adjudge unfit for *occupancy*.

**CONGREGATE LIVING FACILITIES.** A building or part thereof that contains *sleeping units* where *residents* share *bathroom* or kitchen facilities, or both (this definition includes fraternities/sororities and *rooming houses*).

**COST OF SUCH DEMOLITION OR EMERGENCY REPAIRS.** The costs shall include the actual costs of the demolition or repair of the *structure* less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a *code official*, the *municipality*, or board of appeals.

**COURT.** An open, uncovered space, unobstructed to the sky, bounded on three or more sides by exterior building walls or other enclosing devices.

**DETACHED.** When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

**DETERIORATION.** To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

**DWELLING UNIT.** A single unit providing complete, independent living facilities for one 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

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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.

**ELEVATED PARKING STRUCTURE.** Any *structure* or portion of *structure* designed for the purpose of parking or storage of motor vehicles that is not directly supported throughout by soil.

**EMERGENCY.** A police, fire, hazard or medical emergency.

**EMERGENCY ESCAPE AND RESCUE OPENING.** An operable exterior window, door or other similar device that provides for a means of escape and access for rescue in the event of an emergency.

**EMS.** The agency formally recognized by the *municipality* to respond to medical related emergency calls for service.

**EQUIPMENT SUPPORT.** Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the *structure*.

**EXTERIOR PROPERTY.** The open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

**FALSE ALARM.** An alarm activated in the absence of an emergency, whether willfully or by inadvertence, negligence, or unintentional act, including the malfunction of the alarm system; the intentional activation of a holdup alarm for other than a holdup in progress; the intentional activation of a burglary alarm for other than a burglary; the intentional activation of a medical alarm for other than a medical emergency; or the intentional activation of a fire alarm for other than a fire or hazard to which the Police, Fire or EMS Agency responds.

Exceptions:

1. An alarm caused by the testing or repairing of telephone or electrical lines or equipment outside the premises;
2. Acts of God, such as earthquake, flood, windstorm, thunder or lightning;
3. An attempted illegal entry of which there is visible evidence;

4. A crime in progress;
5. Or, in the case of an emergency medical alarm, an actual medical emergency requiring police, fire and/or medical personnel is excluded.

**FIRE AGENCY.** The agency formally recognized by the *municipality* to respond to fire related emergency calls for service.

**FIRE CODE OFFICIAL.** For the purpose of this code, the Director of the Centre Region Code Administration charged with the administration and enforcement of the code, or a duly authorized representative.

**FIRE CHIEF.** For the purpose of this code, the chief officer of the fire department serving the *Municipality* or duly authorized representative. In College Township, Ferguson Township, Patton Township, and State College Borough, all of Centre County, Pennsylvania, the Fire Director as appointed by the Centre Region Council of Governments shall be deemed equal to the *Fire Chief* in those *Municipalities*.

**FIRE EMERGENCY.** A fire, smoke or overheating.

**FIRE ESCAPE.** A *stairway* located on the exterior of the *structure* that is constructed for the sole purpose of providing a path of egress travel for building *occupants* in the event of emergency and does not meet the dimensional requirements of an *exterior stairway*.

**FRATERNITY/SORORITY HOUSE.** ~~For the purposes of this code, the definition of *fraternity/sorority house* shall be identical to the definition of *fraternity or sorority house* in the municipal zoning ordinance of the *municipality* adopting this code.~~

~~If the municipal zoning ordinance contains provisions for the temporary re-classification of the *occupancy* during the re-colonization of the *fraternity/sorority*, the *structure* shall remain a *fraternity/sorority* in this code until such time that the zoning use is willfully abandoned.~~

~~If the municipal zoning ordinance does not contain a definition for a *fraternity or sorority house* then the a *fraternity or sorority house* shall be defined for this code as, any building used as a dwelling and occupied by and maintained exclusively or primarily for college, university, or professional school~~

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~~students who are affiliated with a social, honorary, or professional organization recognized currently or in the past by a college, university, or professional school.~~

A mixed use building consisting of all of the following:

1. Mixed use of both A-3 Assembly use, and R-2 Residential use per the International Building Code
2. Used primarily as a dwelling, and occupied by and maintained exclusively or primarily for college, university, or professional school students
3. Affiliated with a nationally chartered social, honorary, or professional organization
4. The occupants live in a congregate living arrangement, signing a single lease with the building owner

**GRADE FLOOR OPENING.** A window or other opening located such that the sill height of the opening is not more than 44 inches (1118 mm) above or below the finished ground level adjacent to the opening.

**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*.

**HANDRAIL.** A horizontal or sloping rail intended for grasping by the hand for guidance or support.

**HAZARD EMERGENCY.** An explosion, leak of toxic gas, liquid or solid, or a potential explosion or leak.

**HEALTH OFFICER.** The Officer duly appointed by the *municipality* to administer the health code or a duly authorized representative.

**HEATING SYSTEM.** A mechanical or electrical system that provides heat to a *structure* including mechanical equipment, appliances, ducts, filters, radiators, furnaces, pumps, piping, and fuel storage.

**HISTORIC BUILDING.** Any building or *structure* that is one or more of the following:

1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register or state or locally designated historic district.

**HOOD SYSTEM:** An air intake system used to capture by entrapment, impingement, adhesion, or similar means, grease, moisture, heat, and similar contaminants to transfer them out of the space. The system includes cooking equipment, filters, hoods, ducts, fans, fire extinguishing systems, and special effluent or energy control systems.

**HOUSEKEEPING UNIT.** A room 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 or life-threatening injury or death at any time.

**INFESTATION.** The presence, within or contiguous to, a *structure* or *premises* of insects, rats, vermin or other *pests*.

**INOPERABLE MOTOR VEHICLE.** A vehicle which cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

**INTERMEDIARY.** A central station protective system or an answering service as herein defined.

**KEY.** To use a telephone line and equipment for transmitting a message either directly or indirectly by an automatic dialing device.

**LABELED.** Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, inspection agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above *labeled* items and whose labeling indicates either that the equipment, material or product meets identified

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standards or has been tested and found suitable for a specified purpose.

**LET FOR OCCUPANCY OR LET.** To permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit*, *rooming unit*, building, premise 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 the sale of land.

**LIFE SAFETY VIOLATION.** A condition that could cause serious or life-threatening injury or death at any time due to *structures* or existing equipment that are or hereafter become unsafe or deficient because of inadequate *means of egress*, which cause a fire hazard, are otherwise dangerous to human life or the public welfare, or which involve illegal or over *occupancy* or failure to maintain fire protection systems. These *violations* are defined in written regulation by the *Code Official*.

**MEANS OF EGRESS.** A continuous and unobstructed path of vertical and horizontal egress travel from any occupied portion of a building or *structure* to a *public way*. A *means of egress* consists of three separate and distinct parts; the exit access, the exit and the exit discharge.

**MEDICAL EMERGENCY.** An emergency involving the health of a person.

**MUNICIPAL ENFORCEMENT OFFICER.** The Officer duly appointed by the *municipality* to administer the code or a duly authorized representative.

**MUNICIPAL MANAGER.** The employee or individual that by resolution or empowerment of the *municipality* adopting this code is duly authorized as manager.

**MUNICIPAL SOLID WASTE.** Any garbage, refuse, industrial lunchroom or office waste and any other material including solid waste, liquid, semisolid or contained gaseous materials resulting from the operation of residential, municipal, commercial, industrial or institutional establishments and from community activities, and any sludge not meeting the definition of residual or hazardous waste in the Solid Waste Management Act from a municipal, commercial, industrial or institutional water supply

treatment plant, waste water treatment plant or air pollution control facility.

**MUNICIPALITY.** The township or borough having powers of self-government that has adopted this code by ordinance or resolution.

**NEGLECT.** The lack of proper maintenance for a building or *structure*.

**NON-COMPLIANT.** That which does not meet the requirements of this code, nor the intent of this code.

**NO-SHOW FEE.** A fee charged for the failure of the OWNER to be present for an inspection within ten minutes after the start time of the scheduled inspection.

**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.

**ONE OR TWO FAMILY DWELLING.** For the purposes of this code, a *detached* dwelling for one or two families and multiple single-family dwellings (*townhouses*) and not more than three stories in height with a separate *means of egress*.

**OPENABLE AREA.** That part of a window, skylight or door which is available for unobstructed *ventilation* and which opens directly to the outdoors.

**OPEN BURNING.** The burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber. *Open burning* does not include road flares, smudgepots and similar devices associated with safety or occupational uses typically considered open flames, *recreational fires* or use of portable outdoor fireplaces. For the purpose of this definition, a chamber shall be regarded as enclosed when, during the time combustion occurs, only apertures, ducts, stacks, flues or chimneys necessary to provide combustion air and permit the escape of exhaust gas are open.

**OPERATOR.** Any *person* who has charge, care or control of a *structure* or *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*, or in the absence of such people, the person-in-charge, or the *owner's* employee or representative.

**PERMIT.** Written authorization granted to an applicant by the *Code Official* upon payment of the required fee.

**PERSON.** An individual, corporation, partnership or any other group acting as a unit.

**PERSON-IN-CHARGE.** Any *person* who has charge, care, control or management of a *residential rental property* and lives within 25 air miles from the property. Except where the *person-in-charge* is also the property *owner*, the *person-in-charge* shall be a responsible adult 25 years of age or older. This *person* shall reside in the required radius for the majority of the year, not leaving the region for more than 45 continuous calendar days.

**PEST.** An insect, *rodent*, nematode, fungus, weed or any other form of terrestrial or aquatic plant or animal life or virus, bacteria or other microorganism (except viruses, bacteria, or other microorganisms on or in living *person* or other living animals) which the Administrator of the Environmental Protection Agency declares to be a *pest* under section 25(c)(1) of the Federal, Fungicide and Rodenticide Act of 1947 (7 U.S.C.A. § 136w(1)).

**PEST ELIMINATION.** The control and elimination of insects, *rodents* or other *pests* by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination* methods.

**POLICE AGENCY.** The Bureau of Police Services of the *Municipality*.

**POLICE AND FIRE COMMUNICATIONS CENTER.** The police and fire communications rooms and other rooms which house communications equipment.

**POLICE EMERGENCY.** An incident requiring prompt response by the *Police Agency*.

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

**PROFESSIONAL ALARM LICENSE.** Legal document authorizing a person the right to sell, install and service an alarm system within the *municipality*.

**PROPERTY MAINTENANCE VIOLATION.** Any conflict or *violation* of this code, other than a *Life Safety Violation* as determined by the *Code Official*.

**PUBLIC SAFETY AGENCY.** The *Policy Agency*, *Fire Agency*, or *EMS* of the *municipality*.

**PUBLIC WAY.** Any street, alley or similar parcel of land essentially unobstructed from the ground to the sky, which is *dede*d, dedicated or otherwise permanently appropriated to the public for public use.

Any street, alley or other parcel of land that: is open to the outside air; leads to a street; has been *dede*d, dedicated or otherwise permanently appropriated to the public for public use; and has a clear width and height of not less than 10 feet (3048 mm).

**RECREATIONAL FIRE.** An outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbeque grill or barbeque pit and has a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes.

**RESIDENT.** Anyone who resides in a *dwelling unit* for any 6 days or more in any 10 day period.

**RESIDENTIAL RENTAL PROPERTY.** Any building, or portion thereof which is offered for rent or lease as a living facility for XX or more consecutive days with or without compensation. This definition shall not include mobile homes, hotels, motels, dormitories, *tourist homes*, and bed-and-breakfast establishments.

**Note:** for the definition of a *residential rental property*, XX is defined as the following in the respective *municipality*:

- 1 – Borough of Bellefonte
- 1 – College Township
- 1 – Ferguson Township
- X – Halfmoon Township
- 30 – Harris Township

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**RODENT.** Belonging or pertaining to the gnawing or nibbling mammals of the order Rodentia, including the mice, squirrels, beavers, etc.

**ROOF.** A *roof* is defined as the exterior surface on the top of a building that is not means for walking or seating and does not have fall protection features such as *guardrails*.

**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.

**SATISFACTORY RENTAL HOUSING INSPECTION.** Defined as two or fewer (less than three) *life safety violations* or five or fewer (less than 6) *property maintenance violations* per permit.

**[B] SLEEPING UNIT.** A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

**STAIR.** A change in elevation, consisting of one or more risers.

**STAIRWAY.** One or more *flights of stairs*, either exterior or interior, with the necessary landings and platforms connecting them, to form a continuous and uninterrupted passage from one level to another.

**STAIRWAY, EXTERIOR.** A *stairway* that is open on at least one side, except for required structural columns, beams, *handrails* and *guards*. The adjoining open areas shall be either *yards*, *courts* or *public ways*. The other sides of the exterior *stairway* need not be open.

**STAIRWAY, INTERIOR.** A *stairway* not meeting the definition of an *exterior stairway*.

**STORY.** That portion of a building included between the upper surface of a floor and the upper surface of the floor or *roof* next above.

**STORY ABOVE GRADE.** Any *story* having its finished floor surface entirely above grade, except that a *basement* shall be considered a *story above grade* where the finished surface of the floor above the *basement* is:

1. More than 6 feet (1829 mm) above grade plane.
2. More than 6 feet (1829 mm) above the finished ground level for more than 50% of the total building perimeter.
3. More than 12 feet (3658 mm) above the finished ground at any point.

**STRICT LIABILITY OFFENSE.** An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

**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.

**TOILET ROOM.** A room containing a water closet or urinal but not a bathtub or shower.

**TOURIST HOME.** For the purposes of this code, the definition of *tourist home* shall be identical to the definition of *tourist home* in the municipal zoning ordinance of the *municipality* adopting this code.

**TOWNHOUSE.** A single-family *dwelling unit* constructed in a group of three or more attached units in which each unit extends from the foundation to *roof* and with open space on at least two sides.

**TRANSIENT.** Occupancy of a *dwelling unit* or *sleeping unit* for not more than 30 days.

**ULTIMATE DEFORMATION.** The deformation at which failure occurs and which shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

**USE GROUP R-1.** This use group shall include all hotels, motels, and boarding houses for more than 5 *occupants* who are primarily *transient* in nature and

occupying the facilities for a period of less than 30 days.

**USE GROUP R-2.** This use group shall include all multiple-family dwellings having more than 2 *dwelling units*, *rooming houses* having more than 5 *rooming units* and fraternities in which the *occupants* are primarily not *transient* in nature.

**USE GROUP R-3.** This group shall include all buildings arranged for *occupancy* as 1- or 2-family *dwelling units* including not more than 5 lodgers or boarders, or adult and child care facilities that provide accommodations for five or fewer *persons* of any age for less than 24 hours.

**USE GROUP R-4.** This use group shall include all residential buildings arranged for *occupancy* as Residential Care/Assisted Living Facilities including more than five but not more than 16 *occupants*, excluding staff.

**VENTILATION.** The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

**VIOLATION.** A failure to follow or abide by the requirements as set forth by this code.

**WALKING SURFACE.** A stable solid surface including but not limited to stone, concrete, brick, compacted stone, compacted earth, or in some cases grass or other non-solid surfaces, intended for the movement of foot traffic.

**WORKMANLIKE.** Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

**YARD.** An open space on the same lot with a *structure*.



## CHAPTER 3 GENERAL REQUIREMENTS

### SECTION 301 GENERAL

**301.1 Scope.** The provisions of this chapter shall govern the minimum conditions and the responsibilities of *persons* for maintenance of *structures*, equipment and *exterior property*.

**301.2 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 code. 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 chapter. *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.

**301.3 Vacant structures and land.** All vacant *structures* and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

### SECTION 302 EXTERIOR PROPERTY AREAS

**302.1 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.

**302.2 Grading and drainage.** All *premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any *structure* located thereon.

**Exception:** *Approved* retention areas and reservoirs.

**302.3 Sidewalks and driveways.** All sidewalks, driveways, parking spaces and *stairways* for public use on private property shall be kept in a proper state

of repair and maintained free of all snow, ice, mud, and debris. If any sidewalks or driveway, or portion thereof, by virtue of its state of repair shall constitute a hazard to public health and safety, the sidewalk or driveway or portion thereof shall be replaced in accordance with Municipal regulations.

**302.4 Fire escapes and exterior stairways.** All *fire escapes*, *exterior stairways* and all *walking surfaces* leading from these *structures* to a *public way* shall be kept in a proper state of repair and maintained free of all snow, ice, mud and debris. Removal of snow and ice shall be completed within 24 hours after the snow has ceased to fall or the ice has developed.

**302.5 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* processes which will not be injurious to human health. After extermination, proper precautions shall be taken to eliminate *rodent harborage* and prevent *reinfestation*.

**302.5.1 Insect and rodent elimination.** When ordered by the *code official* or *health officer*, *insect* or *rodent* control measures shall be done by a *Pest Control Operator*, with a current certification issued by the Pennsylvania Department of Agriculture to perform this work.

**302.6 Exhaust vents.** Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another *tenant*.

**302.7 Accessory structures.** All accessory *structures*, including *detached* garages, fences and walls, shall be maintained structurally sound and in good repair.

**302.8 Interior furniture.** Furniture that is manufactured and intended exclusively for interior use including but not limited to sofas, couches, recliners, chase lounges, upright padded chairs, mattresses, box springs, or any furniture containing sufficient padding, and material whether animal, natural, or manmade that it cannot resist the

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environmental elements such as weather, insects, *rodents*, or varments, or which may be in the opinion of the *code official* a fire hazard, shall not be stored, or left on the lawn, driveway, parking area, or walkway.

**Exception:** That furniture that is properly placed at the curbside for refuse collection.

**302.9 Defacement of property.** No *person* shall willfully or wantonly damage, mutilate or deface any exterior surface of any *structure* or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

**302.10 Elevated parking structures.** *Elevated parking structures* shall be inspected on a regular basis, not to exceed 7 years, by a registered design professional in the Commonwealth of Pennsylvania contracted by the *owner* and at the *owner's* expense, to verify the ability of the *structure* to adequately support the appropriate loads as defined by the building code. A letter stating the suitability of the *structure* to adequately resist the code-defined loads shall be kept on file at the code office.

**302.11 Trees.** This section applies to potentially hazardous, diseased or infested trees that are dead, dying, structurally unsound, infected with contagious diseases or insects, have significant decay, and may potentially impact trees on public or private property, damage *structures*, or property, or cause personal injury.

**302.11.1 Definitions.** The following words and terms shall, for the purposes of this chapter and as used elsewhere in this code, have the meanings shown herein

**DANGEROUS TREE.** A tree where the condition presents a foreseeable danger of inflicting damage that cannot be alleviated by treatment or pruning. A tree may be dangerous because it is likely to injure people or damage vehicles, *structures*, or development, such as sidewalks or utilities.

**DEAD TREE.** A tree that is dead or has been damaged beyond repair or where not enough live tissue, green leaves, limbs, roots, or branches exist to sustain life as determined by an arborist.

**DECAY.** Degradation of tissue caused by biological organisms; the orderly breakdown of tissue resulting in strength loss.

**DISEASED TREE.** Any tree infected with a disease causing organism or insect capable of infecting other trees if not removed or left untreated.

**DYING TREE.** A tree in an advanced state of decline because it is diseased, infested by insects or rotting and cannot be saved by reasonable treatment or pruning, or must be removed to prevent spread of the *infestation* or disease to other trees or is imminently likely to become a danger or die.

**STRUCTURALLY UNSOUND TREE.** Any tree with a significantly degraded root system, bole, or canopy that significantly increases the likelihood of failure of the entire tree or parts of the tree.

**302.11.2 Study ordered.** At any time when the *Code Official*, municipal arborist, municipal director of public works, or other municipal official observes a tree that appears to be a structurally unsound tree, a diseased tree, a dead tree, a dying tree, has significant amount of decay present, or a dangerous tree, *code official*, municipal arborist, or municipal director of public works, has the authority to order a special inspection or study be completed by a third party professional certified arborist, contracted by the *owner*, at the *owner's* expense.

**302.11.3 Report completion.** When ordered in accordance with this Section 302.11.2, a special inspection or engineering report shall be produced to the official who ordered the study within 45 calendar days.

**302.11.4 Tree removal.** If a tree is determined to be a dangerous tree by a certified arborist, the *code official*, municipal arborist, or municipal director of public works has the authority to require the modification of the tree as to abate the hazard and maintain the tree in a non-dangerous condition. If the hazard cannot be abated the *code official*, municipal arborist, or municipal director of public works have the authority to require the removal of the tree. The modification or removal shall be ordered in writing in accordance with the requirements of section 302.11.4.

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**302.11.5 Correction order.** The correction order shall be in writing and include, details of the correction to be made, the deadline to complete the corrections, and penalties for non-compliance.

**SECTION 303  
SWIMMING POOLS, SPAS AND HOT TUBS**

**303.1 Swimming pools.** Swimming pools shall be maintained in a *clean and sanitary* condition, and in good repair.

**303.2 Enclosures.** Private swimming pools, hot tubs and spas, ~~containing~~ **capable of holding** water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

**Exception:** For properties receiving a housing permit for the first time after January 1, 2008, the maintenance of swimming pools, spas and hot tubs and all barrier requirements will be in accordance with ~~Appendix G, of the International Residential Code~~ **International Swimming Pool and Spa Code.**

**SECTION 304  
EXTERIOR STRUCTURE**

**304.1 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.

**304.1.1 Unsafe conditions.** The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;

2. The *anchorage* of the floor or *roof* to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. *Structures* or components thereof that have reached their limit state;
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight;
5. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects;
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
7. *Exterior* walls that are not *anchored* to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects;
8. Roofing or roofing components that have defects that admit rain, *roof* surfaces with inadequate drainage, or any portion of the *roof* framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects;

10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, *fire escapes*, standpipes and exhaust ducts not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
12. Exterior *stairs*, decks, porches, balconies and all similar appurtenances attached thereto, including *guards* and *handrails*, are not structurally sound, not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly *anchored*, or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.

**Exceptions:**

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

**304.2 Protective treatment.** All *exterior* surfaces, including but not limited to, doors, door and window frames, 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 or 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 water tight. 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 designed for stabilization by oxidation are exempt from this requirement.

**304.3 Premises identification.** Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm).

**304.3.1 Balcony numbers.** This section shall apply only to multiple-family *dwelling*s of 3 or more stories in height and that have balconies. When determining the number of stories of a multiple-family *dwelling*, the street level floor is considered the first *story*. Whenever the Police Department receives 3 or more founded complaints regarding an entire building within any 12-month period, the multiple-family *dwelling* in question shall be required to display the rental *dwelling unit* number on the corresponding balcony in a position easily readable from the ground level in the direction that the balcony is facing and be no less than 6 inches in height. Compliance with this requirement shall be within 60 calendar days after notification by the Police Department. Founded complaints are complaints regarding objects thrown, poured, or otherwise caused to come from 1 or more balconies that are reported to or initiated by a police officer and determined by a police officer to have occurred.

**304.3.2 Subordinate premises identification.** Individual *dwelling units* in multi-family *dwelling*s shall have *approved* address numbers placed in a position to be plainly legible and visible from the adjacent egress path. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. For units that the door can be seen from the *exterior* of the building, numbers shall be a minimum of 4 inches (102 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). For units that the door cannot be seen from the *exterior* of the building, numbers shall be a minimum of 1.5 inches (38 mm) high with a minimum stroke width of 0.25 inch (6.3 mm).

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**304.4 Structural members.** All structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.

**304.5 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*.

**304.6 Exterior walls.** All *exterior* walls shall be free from holes, breaks, and loose or rotting materials; and *maintained* weatherproof and properly surface coated where required to prevent *deterioration*.

**304.7 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.

**304.8 Decorative features.** All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

**304.9 Overhang extensions.** All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, *fire escapes*, standpipes and exhaust ducts shall be maintained 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.

**304.10 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.

**304.11 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.

**304.12 Handrails and guards.** Every *handrail* and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

**304.13 Window, skylight and door frames.** Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

**304.13.1 Glazing.** All glazing materials shall be maintained free from cracks and holes.

**304.13.2 Openable windows.** Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

**304.14 Insect screens.** During the period from May 15 to October 1, every door, window and other outside opening required for *ventilation* purposes serving any *structure* having habitable or occupy able rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door shall have a self-closing device in good working condition. Screens shall not be torn or damaged in a way that may allow insect *infestation* into the *structure*.

**304.14.1 Insect screens in food preparation areas.** In multi-family dwellings and commercial *structures*, every door, operable window and other outside opening serving any congregate food preparation areas, congregate food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door shall have a self-closing device in good working condition. Screens shall not be torn or damaged in a way that may allow insect *infestation* into the *structure*.

**Exception:** Those *structures* where an *approved* air-curtain, manufactured and tested for the expressed purpose of *pest* control is properly installed, and maintained in proper working fashion.

by the *municipal* health department, and *municipal* police department.

**304.15 Doors.** All *exterior* doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to *dwelling units* and *sleeping units* shall tightly secure the door. Locks on *means of egress* doors shall be in accordance with Section 702.3.

**304.16 Basement hatchways.** Every *basement* hatchway shall be maintained to prevent the entrance of *rodents*, rain and surface drainage water.

**304.17 Guards for basement windows.** Every *basement* window that is openable shall be supplied with *rodent* shields, storm windows or other *approved* protection against the entry of *rodents*.

**304.18 Building security.** Doors, windows or hatchways for *dwelling units*, *room units* or *housekeeping units* shall be provided with devices designed to provide security for the *occupants* and property within.

**304.18.1 Doors.** 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 designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a lock throw of not less than 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

**304.18.2 Windows.** Operable windows that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or *let* shall be equipped with a window sash locking device.

**304.18.3 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.

**304.19 Roof occupancy.** Any *person* that is on or occupying the *roof* of any building shall be in *violation* of this code.

In addition to the noted enforcement agencies authorized in this code, this section can be enforced

**Exception:** *Occupancy* of the *roof* is permitted for authorized *persons* for the purposes of inspection or repairs to the *roof* or equipment on the *roof*.

**304.20 Fire escape use.** The expressed and sole purpose of a *fire escape* is to provide a *means of egress* from a building during an emergency and the purpose of an exterior *stairway* is to provide ingress or egress from a building. It shall be a *violation* of this code to gather on or use the *fire escape* or *exterior stairway* for any purpose other than described.

**304.21 Ice buildup.** The property *owner* shall not allow ice or other material to build up on a *roof*, overhang, gutter, or other *structure* to the point where it is not fully supported throughout by the building *structure* or to a point where in the opinion of the *code official* it presents a risk of falling and causing injury. If such a condition does exist the *owner* shall remove such material immediately.

**304.22 Gates.** All *exterior* gates, gate assemblies, operator systems if provided and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

**304.23 Exterior stairway riser opening protectives.** For all buildings receiving the initial fire permit or initial rental housing permit on or after January 1, 2013 at no point shall the opening between the treads permit the passage of a sphere 4 inches (102 mm) in diameter.

**304.24 Fire escape inspection.** *Fire escapes* shall be inspected on a regular basis, not to exceed 6 years, by a registered design professional in the Commonwealth of Pennsylvania contracted by the *owner* and at the *owner's* expense, to verify the ability of the *structure* to adequately support the appropriate loads as defined by the building code. A letter stating the suitability of the *structure* to adequately resist the code-defined loads shall be kept on file at the code office.

26 The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if "A" follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.  
1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College; 7. Borough of Bellefonte

## SECTION 305 INTERIOR STRUCTURE

**305.1 General.** The interior of a *structure* and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. *Occupants* shall keep that part of the *structure* which they occupy or control in a *clean and sanitary* condition. Every *owner* of a *structure* containing a *rooming house, housekeeping units, a hotel, a dormitory, two or more dwelling units* or two or more nonresidential occupancies, shall maintain, in a *clean and sanitary* condition, the shared or public areas of the *structure* and *exterior property*.

### 305.1.1 Owner/Occupant Responsibility.

*Owners* or *occupants* who fail to keep that part of the *structure* which they occupy or control in a *clean and sanitary* condition are in violation of this code and subject to the provisions of Section ~~406.3~~ 107.3 and ~~406.3.1~~ 107.3.1, and are exempt from the notification requirements of Section ~~407~~ 108.

**305.1.2 Unsafe conditions.** The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength;
2. The anchorage of the floor or *roof* to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects;
3. *Structures* or components thereof that have reached their limit state;
4. Structural members are incapable of supporting nominal loads and load effects;
5. *Stairs, landings, balconies* and all similar *walking surfaces, including guards and handrails, are not structurally sound, not properly anchored* or are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects;
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of

supporting all nominal loads and resisting all load effects.

### Exceptions:

1. When substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

**305.2 Structural members.** All structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

**305.3 Interior surfaces.** All interior surfaces, including windows and doors, shall be maintained in good, *clean and sanitary* condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

**305.4 Stairs and walking surfaces.** Every *stair, ramp, landing, balcony, porch, deck* or other *walking surface* shall be maintained in sound condition and good repair.

**305.5 Handrails and guards.** Every *handrail and guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

**305.6 Interior doors.** Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

**305.7 Interior stairway riser opening protectives.** For all buildings receiving the initial fire permit or initial rental housing permit on or after January 1, 2013 at no point shall the opening between the treads permit the passage of a sphere 4 inches (102 mm) in diameter.

**305.8 Residential rental property vehicle storage.** In residential rental units that have attached areas for vehicle storage (garages), hazards such as inadequate fire separations, inadequate fire rating on *structure, furnaces* installed, or other deficiencies that in the opinion of the *code official* constitutes a life safety or fire hazard, the hazard shall be mitigated or the area

shall be transformed into a use that is compliant based on the conditions present. This would include but not limited to the disabling of or locking of doors to prevent the ability to use the space for vehicle storage.

### SECTION 306 COMPONENT SERVICEABILITY

**306.1 General.** The components of a *structure* and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

**306.1.1 Unsafe conditions.** Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:
  - 1.1. Collapse of footing or foundation system;
  - 1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion;
  - 1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil;
  - 1.4. Inadequate soil as determined by a geotechnical investigation;
  - 1.5. Where the allowable bearing capacity of the soil is in doubt; or
  - 1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.
2. Concrete that has been subjected to any of the following conditions:
  - 2.1. *Deterioration*;
  - 2.2. *Ultimate deformation*;
  - 2.3. Fractures;
  - 2.4. Fissures;
  - 2.5. Spalling;
  - 2.6. Exposed reinforcement; or
  - 2.7. *Detached*, dislodged or failing connections.
3. Aluminum that has been subjected to any of the following conditions:
  - 3.1. *Deterioration*;
  - 3.2. Corrosion;
  - 3.3. Elastic deformation;
  - 3.4. *Ultimate deformation*;
  - 3.5. Stress or strain cracks;
  - 3.6. Joint fatigue; or
  - 3.7. *Detached*, dislodged or failing connections.
4. Masonry that has been subjected to any of the following conditions:
  - 4.1. *Deterioration*;
  - 4.2. *Ultimate deformation*;
  - 4.3. Fractures in masonry or mortar joints;
  - 4.4. Fissures in masonry or mortar joints;
  - 4.5. Spalling;
  - 4.6. Exposed reinforcement; or
  - 4.7. *Detached*, dislodged or failing connections.
5. Steel that has been subjected to any of the following conditions:
  - 5.1. *Deterioration*;
  - 5.2. Elastic deformation;



- 5.3. *Ultimate deformation*;
  - 5.4. Metal fatigue; or
  - 5.5. *Detached*, dislodged or failing connections.
6. Wood that has been subjected to any of the following conditions:
- 6.1. *Ultimate deformation*;
  - 6.2. *Deterioration*;
  - 6.3. Damage from insects, *rodents* and other vermin;
  - 6.4. Fire damage beyond charring;
  - 6.5. Significant splits and checks;
  - 6.6. Horizontal shear cracks;
  - 6.7. Vertical shear cracks;
  - 6.8. Inadequate support;
  - 6.9. *Detached*, dislodged or failing connections; or
  - 6.10. Excessive cutting and notching.

**Exceptions:**

- 1. When substantiated otherwise by an *approved* method.
- 2. Demolition of unsafe conditions shall be permitted when *approved* by the *code official*.

**SECTION 307  
HANDRAILS AND GUARDRAILS**

**307.1 General.** Every *exterior* and interior flight of *stairs* having **more than** four **or more** risers shall have a *handrail* on one side of the *stair* and every open portion of a *stair*, landing, balcony, porch, deck, ramp or other *walking surface* which is more than 30 inches (762 mm) above the floor or grade below shall have *guards*.

**Exception:** *Fire escapes* shall comply with the requirements of Section 307.2.

**307.1.1 Handrails.** *Handrails* shall not be less than 30 inches (762 mm) high or more than 42 inches (1067 mm) high measured vertically above the nosing of the tread or above the finished floor of the landing or *walking surfaces*. The handgrip portion of *handrails* shall not be less than 1-1/4 inches (31 mm) nor more than 2 inches (50 mm) in cross-sectional dimension or the shape shall provide equivalent grasp ability. At least 1 *handrail* shall be provided for a *stairway*. The top of a *guardrail* may serve as a *handrail*, provided it meets the *handrail* requirements.

**Exception:** For properties receiving a housing permit for the first time after June 1, 2010 or properties replacing *handrails*, the *handrails* shall be installed as follows:

New *handrails* shall be continuous for the full length of the flight, from a point directly above the top riser of the flight to a point directly above the lowest riser of the flight. *Handrail* ends shall be returned or shall terminate in newel posts or safety terminals. *Handrails* adjacent to a wall shall have a space of not less than 1 1/2 inch between the wall and the *handrails* and shall be installed in accordance with the applicable new construction code.

**307.1.2 Guards.** *Guards* shall not be less than 36 inches (914 mm) high above the floor of the landing, balcony, porch, deck, or ramp or other *walking surface*. Horizontal spacing between the vertical members in required *guards* shall be a maximum of 6 inches (100 mm) at the nearest point between the members in accordance with the requirements of the *International Building Code*.

**Exception:** For properties receiving a permit for the first time after June 1, 2010 or properties that have *guards* with horizontal spacing in excess of 6 inches shall install *guards* as follows:

Required *guards* shall have intermediate rails or ornamental closures which do not allow passage of a sphere 4 inches or more in diameter.

*Guards* installed in *handrails* assemblies within common enclosed *stair* towers are permitted as previously *approved* until replaced.

**307.1.3 Guards required.** When a *walking surface* passes within 3 feet (914 mm) of a downward change in elevation of 30 inches (762 mm) or more, the change in elevation shall be protected by a *guard* in accordance with the *International Building Code*.

**307.2 Fire escape guards.** *Fire escape stairs* and landings shall be provided with a top and intermediate *guard* on each side.

## SECTION 308 MUNICIPAL SOLID WASTE

**308.1 Accumulation of municipal solid waste.** All *exterior property* and *premises*, and the interior of every *structure*, shall be free from any accumulation of *municipal solid waste*.

**308.2 Disposal of municipal solid waste.** Every *occupant* of a *structure* shall dispose of all *municipal solid waste* in accordance with the duly adopted ordinance of the *municipality* dealing with the control of *municipal solid waste*.

**308.2.1 Municipal solid waste storage facilities.** The *owner* of every occupied *premises* shall supply *approved* covered containers necessary for the proper control and disposal of *municipal solid waste*, in accordance with the duly adopted ordinance of the *municipality* and the *owner* of the *premises* shall be responsible for the removal of *municipal solid waste*.

**308.3 Municipal solid waste facilities.** The *owner* of every dwelling shall supply one of the following: an *approved* mechanical food waste grinder in each *dwelling unit*; an *approved* incinerator unit in the *structure* available to the *occupants* in each *dwelling unit*; or an *approved* leak proof, covered, outside *municipal solid waste* container.

## SECTION 309 PEST ELIMINATION

**309.1 Infestation.** All *structures* shall be kept free from insect and *rodent infestation*. All *structures* in which insects or *rodents* are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent *reinfestation*.

**309.1.1 Insect and rodent elimination.** When ordered by the *code official* or *health officer*, *insect*

or *rodent* control measures shall be done by a *Pest Control Operator*, with a current certification issued by the Pennsylvania Department of Agriculture to perform this work.

**309.2 Owner.** The *owner* of any *structure* shall be responsible for extermination within the *structure* prior to renting or leasing the *structure*.

**309.3 Single occupant.** The *occupant* of a one-family *dwelling* or of a single-tenant nonresidential *structure* shall be responsible for extermination on the *premises*.

**309.4 Multiple occupancy.** The *owner* of a *structure* containing two or more *dwelling units*, a multiple *occupancy*, a *rooming house* or a nonresidential *structure* shall be responsible for 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, the *occupant* and *owner* shall be responsible for extermination.

**309.5 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 caused by defects in the *structure*, the *owner* shall be responsible for extermination.

## SECTION 310 CHEMICAL AND RADIATION HAZARDS

**310.1 Chemical and radiation hazards.** Documentation from an *approved* laboratory shall accompany any complaint of chemical or radiation hazard in a *structure*. Identification of hazards shall be conducted by a *person* certified by the Pennsylvania Department of Environmental Protection or the United States Environmental Protection Agency for such testing and the results published by an *approved* laboratory. Every *owner* of a *structure* in which an identified chemical or radiation hazard exists shall be responsible to make the *structure* safe. Hazards and their standards shall include but not be limited to the following:

1. The presence of asbestos in a friable state - Clean Air Act-42 USC Section 401 et. seq. and Control of Toxic Substances Act-15 USC Subchapter II, Section 2641 et. seq.

30 The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if "A" follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.  
1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College; 7. Borough of Bellefonte

## SECTION 311 EMERGENCY MEDICAL FEATURES

**311.1 Required.** Buildings providing an automated external defibrillator (AED) on the premises shall meet the requirements of Sections 311.2 through 311.5.

**311.2 Location.** The AED shall be located in a public area where all building *occupants* shall have access without the need for a key.

**311.3 Mounting requirements.** All units shall be located in a conspicuous space and mounted in a cabinet that emits an auditory alarm when the cabinet has been opened or a location and mounting method approved by the *code official*. The auditory alarm is permitted to be overridden by a key for normal maintenance. In all cases the mounting of units shall be such that the top of the cabinet is not more than 5 feet (1524 mm) above the finished floor.

**311.4 Signage.** Each AED installation shall be provided with signage required to appear on the wall informing the public as to the availability of an AED at that location and on the face of the storage container in which the AED is contained. Wall signage shall be in the form of a clear and conspicuous wall sign placed at a height between five feet (1524 mm) and seven feet (2134 mm) above the floor and which is also in close proximity to the automated external defibrillator unit storage location. The sign shall contain the following information at a minimum:

1. “DEFIBRILLATOR” or “AED” (minimum height - two (2) inches (50.8 mm))
2. “Automated External Defibrillator” (minimum height – five eighths (5/8) inch (15.9 mm))
3. Heart and lightning bolt logo (minimum height - two (2) inches (50.8 mm))

A second wall sign either similarly placed as the one required of this section or located on the storage cabinet containing the automated external defibrillator must contain the following information in the size indicated:

“In event of emergency call 911” (minimum height –three eighths (3/8) inch (9.5 mm))

**311.5 Maintenance.** The building *owner* is required to maintain the AED in proper working order and ready for use at all times.

## SECTION 312 ENGINEERING STUDY AND SPECIAL INSPECTIONS

### 312.1 Engineering study and special inspection.

At any time when the *Code Official* observes a condition that is determined to require additional inspection or study by someone with advanced or specialized knowledge, the *code official* has the authority to order a special inspection or engineering study be completed by a third party professional, contracted by the *owner*, at the *owner's* expense.

**312.1.1 Qualifications.** The *code official* shall state in the request for study any minimum qualifications that in the professional opinion of the *code official* are required to adequately study or inspect the observed problem.

**312.1.2 Report completion.** When ordered in accordance with this Section, a special inspection or engineering report shall be produced to the Centre Region Code Administration within 45 calendar days.

**Exception:** The *Code Official* can extend this deadline when, in the professional opinion of the *code official* in conjunction with the engineer of record or special inspector, that the report cannot be properly produced within this timeframe due to weather, climate, or study scope and complexity.

**3.12.1.3 Report content.** At a minimum when ordered in accordance with this Section, the report shall include the a description of the problem, report of the findings, required actions to mitigate the problem, Pennsylvania seal (for registered design professionals), signature, date, deadline for completion of work, any intermediate inspections that are required prior to completion, and any requirements prior to completion regarding use and *occupancy* of the *structure*.

**3.12.1.4 Report completion letter.** When the work detailed in the report is completed, a letter from the special inspector or design professional shall be produced within 15 calendar days, indicating their acceptance of the work and any future need for involvement.

The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if “A” follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.

1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College; 7. Borough of Bellefonte

**SECTION 313  
EMERGENCY ACCOMODATIONS**

**313.1 Scope.** The provisions of this section apply to rental housing units that have been declared unfit for human habitation, *condemned*, or un-safe by the *Code Official* or *Health Officer* in accordance with this code, and in the opinion of the *Code Official* or *Health Officer* the conditions requiring the declaration were not caused by the *tenant* or were not within the *tenants* control to advert.

**313.2 Accommodations.** If the dwelling will not be able to be used for a period of eight hours or more or that it will not be accessible for any time between the hours of 11 pm and 7 am local prevailing time the *Code Official* or *Health Officer* may order the *owner* or *person-in-charge* to make accommodations for the *tenants* to be housed at alternative location that is permitted properly under this code solely at the *owners* expense and at no expense to the *tenant*. In addition, if the accommodations provided do not provide for cooking and eating facilities in accordance with this code, the *owner* shall provide the *tenant* with a meal allowance in accordance with United States General Services Administration (GSA) stated rates for the duration of the period of displacement.

**SECTION 314  
ACCESSABILITY FEATURES**

**314.1 Scope.** The provisions of this section apply to all *structures* and *exterior* areas that have been constructed with accessibility features.

**314.2 Maintenance.** The accessibility features of all *structures*, and *exterior* areas shall be maintained in the same condition and configuration as they were permitted and constructed.

**SECTION 315  
VEGITATIVE GROWTH**

**315.1 Vegetative growth:** No person, firm or corporation owning or occupying any property within the *Municipality* shall permit any grass or weeds or any other vegetation whatsoever to grow or remain upon such premises to exceed a height of six inches or so as to cause unpleasant or noxious odors, conceal filthy deposits or create or produce pollen.

**Exception:**

1. Vegetation which is edible and cultivated for that purpose shall be permitted to exceed a height of six inches.
2. Vegetative growth commonly recognized as having an ornamental purpose shall be permitted.
3. For the purposes of this section, trees, bushes and hedges shall not be considered vegetation subject to the height limitation.
4. Noxious weeds prohibited by the Noxious Weed Control Law, 3 P.S. § 255.8, as amended, or as it may be amended in the future, or by regulations of the Department of Agriculture, shall not be permitted to grow within the *Municipality* either generally or as exceptions to the height limitations set forth above.

**315.2 Vegetative growth and right-of-way encroachment:** No person, firm or corporation owning or occupying any property within the *Municipality* shall permit any weeds or brushes to grow and remain upon that portion of the street or alley immediately in front or adjoining said premises between the property line and the outer edge of any adjacent street or alley. It is the intent and meaning of the section that a portion of the streets or alleys between the property line and the outer edge of the roadway, commonly known as the right-of-way, which space should only be occupied by lawns, sidewalks and shade trees, shall be maintained not to exceed a height of six inches by the owner, tenant, occupant or agent of the property immediately abutting such space.

**315.3 Vegetative violations:** Grass, weeds, or other vegetation so growing on any property in the *Municipality* or on any public right-of-way or public utility easement adjoining or adjacent to such property is hereby declared to be a nuisance and abatable as such at law or in equity.

**SECTION 316  
UNLICENSED VEHICLES**

**316.1 Unlicensed vehicles:** Except as provided for in other regulations, no inoperative, unlicensed or uninspected motor vehicle or trailer designed to be towed by a motor vehicle shall be parked, kept or stored on any premises. No vehicle or trailer shall at any time be in a state of major disassembly, disrepair or in the process of being stripped or dismantled.

<sup>32</sup> The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if "A" follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.  
1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College; 7. Borough of Bellefonte

Painting of vehicles or trailers is prohibited unless conducted inside an approved spray booth.

**Exception:** A vehicle of any type or trailer is permitted to undergo major overhaul, including bodywork, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

## **SECTION 317 VISITABILITY**

**317.1 Scope.** The requirements of this Section apply to *one-and-two family dwellings* that receive a building permit under the Uniform Construction Code of Pennsylvania for initial construction after 30<sup>th</sup> day of September 2017, and are intended for a rental housing permit under this code.

**317.2 Minimum requirements.** At a minimum, each rental unit shall have one floor that meets the requirements of a Type C Unit as defined by Section 1005, Type C (Visitable) Units of ICC A117.1 Accessible and Usable Buildings and Facilities.

## **SECTION 318 STORAGE**

**Section 318.1, Storage violations.** It is a violation of this code to allow the accumulation of material, debris, or rubbish, regardless of combustibility, on or around the exterior of any building, dwelling, or structure that is not specifically constructed for exterior use and which in the opinion of the code official creates an attractive nuisance.

**Section 318.2 Abatement.** After 30 calendar days past the initial notice of violation, the *Municipality* may choose to abate the attractive nuisance and charge the responsible party the actual cost of abatement plus an additional ten (10) percent administrative fee.

## CHAPTER 4

# LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

### SECTION 401 GENERAL

**401.1 Scope.** The provisions of this chapter shall govern the minimum conditions and standards for light, *ventilation* and space for occupying a *structure*.

**401.2 Responsibility.** The *owner* of the *structure* shall provide and maintain light, *ventilation* and space conditions in compliance with these requirements. A *person* shall not occupy as *owner-occupant*, or permit another *person* to occupy, any *premises* that do not comply with the requirements of this chapter.

**401.3 Alternative devices.** In lieu of the means for natural light and *ventilation* herein prescribed, artificial light or mechanical *ventilation* complying with the *International Building Code* shall be permitted.

### SECTION 402 LIGHT

**402.1 Habitable spaces.** Every *habitable space* shall have at least one window of *approved* size facing directly to the outdoors or to a court. The minimum total square feet, measured between stops, for every *habitable space* shall be 5 percent of the floor area of such room, except in kitchens where artificial light is provided in accordance with the provisions of the *International Building Code*. Wherever walls or other portions of a *structure* face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

**402.2 Common halls and stairways.** Every common hall and *stairway* in residential occupancies, other than in one- and two family dwellings, shall be lighted at all times with at least a 60- watt standard incandescent for each 200 square feet (19 m<sup>2</sup>) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential

occupancies, *means of egress*, including exterior *means of egress*, *stairways* shall be illuminated at all times the building space served by the *means of egress* is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads.

**402.3 Other spaces.** All other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe *occupancy* of the space and utilization of the appliances, equipment and fixtures.

**402.4 Closet and storage lighting requirements.** For the purposes of this section, storage space shall be defined as a volume bounded by the sides and back closet walls and planes extending from the closet floor vertically to a height of 6 feet (1829 mm) or the highest clothes-hanging rod and parallel to the walls at a horizontal distance of 24 inches (610 mm) from the sides and back of the closet walls respectively, and continuing vertically to the closet ceiling parallel to the walls at a horizontal distance of 12 inches (305 mm) or the width of the shelf, whichever is greater. For a closet that permits access to both sides of a hanging rod, the storage space shall include the volume below the highest rod extending 12 inches (305 mm) on either side of the rod on a plane horizontal to the floor extending the entire length of the rod.

If lighting is installed, the types of luminaires installed in clothes closets shall be limited to surface-mounted or recessed incandescent luminaires with completely enclosed lamps, surface-mounted or recessed fluorescent luminaires, and surface-mounted fluorescent or LED luminaires identified as suitable for installation within the storage area. Incandescent luminaires with open or partially enclosed lamps and pendant luminaires or lamp-holders shall be prohibited. The minimum clearance between luminaires installed in clothes closets and the nearest point of a storage area shall be as follows:

1. Surface-mounted incandescent or LED luminaires with a completely enclosed light source shall be installed on the wall above the door or on the ceiling, provided that there is a minimum clearance of 12 inches

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7. Borough of Bellefonte

- (305 mm) between the fixture and the nearest point of a storage space.
2. Surface-mounted fluorescent luminaires shall be installed on the wall above the door or on the ceiling, provided that there is a minimum clearance of 6 inches (152 mm).
  3. Recessed incandescent luminaires or LED luminaires with a completely enclosed light source shall be installed in the wall or the ceiling provided that there is a minimum clearance of 6 inches (152 mm).
  4. Recessed fluorescent luminaires shall be installed in the wall or on the ceiling provided that there is a minimum clearance of 6 inches (152 mm) between the fixture and the nearest point of a storage space.
  5. Surface-mounted fluorescent or LED luminaires shall be permitted to be installed within the storage space where identified for this use.

## SECTION 403 VENTILATION

**403.1 Habitable spaces.** Every *habitable space* shall have at least one openable window. The total *openable area* of the window in every room shall be equal to at least 45 percent of the minimum glazed area required in Section 402.1.

**Exception:** Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be at least 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m<sup>2</sup>). The *ventilation* openings to the outdoors shall be based on a total floor area being ventilated.

**Exception:** Rooms where mechanical *ventilation* are provided in accordance with the International Mechanical Code shall be provided with a level of *ventilation* that meets or exceeds this section.

**403.2 Bathrooms and toilet rooms.** Every *bathroom* and *toilet room* shall comply with the *ventilation* requirements for *habitable spaces* as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical *ventilation* system. Air exhausted by a mechanical *ventilation* system from a *bathroom* or *toilet room* shall discharge to the outdoors and shall not be recirculated.

**403.3 Cooking facilities.** Unless *approved* through the certificate of *occupancy*, cooking shall not be permitted in any *rooming unit* or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the *rooming unit* or dormitory unit.

### Exceptions:

1. Where specifically *approved* in writing by the *code official*.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

**403.4 Process ventilation.** Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust *ventilation* system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

**403.5 Clothes dryer exhaust.** Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the *structure* in accordance with the manufacturer's instructions.

**Exception:** Listed and *labeled* condensing (ductless) clothes dryers.

**403.5.1 Duct construction.** Exhaust ducts shall be constructed of minimum 0.016 inch-thick rigid metal ducts, having smooth interior surfaces with joints running in the direction of air flow. Exhaust ducts shall not be connected with sheet-metal screws or fastening means which extend into the duct.

**403.5.2 Transition ducts.** Transition ducts shall not be concealed within construction. Flexible transition ducts used to connect the dryer to the exhaust duct system shall be limited to single lengths, not to exceed 8 feet (2438 mm).

**403.5.3 Length identification.** For buildings constructed after January 1, 2010 and those installing dryer venting systems after the effective date of this code, where the exhaust duct is concealed within the building construction, the equivalent length of the exhaust duct shall be identified on a permanent label or tag. The label or tag shall be located within 6 feet (1829 mm) of the exhaust duct to appliance connection.

**403.5.4 Auxiliary equipment identification.** For buildings constructed after January 1, 2010 and those installing dryer venting systems after the effective date of this code, where the exhaust duct length exceeded the maximum length requirements and an auxiliary blower or fan has been installed to allow additional duct length, the presence of this equipment must be identified including the equipment location, the equipment manufacturer name and model number, service requirements, and frequency of service. The label or tag shall be located within 6 feet (1829 mm) of the exhaust duct to appliance connection.

## SECTION 404 OCCUPANCY LIMITATIONS

**404.1 Privacy.** *Dwelling units*, hotel units, *housekeeping units*, *rooming units* and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

**404.2 Minimum room widths.** A habitable room, other than a kitchen, shall not be less than 7 feet (2134 mm) in any plan dimension.

**404.3 Minimum ceiling heights.** *Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and habitable *basement* areas shall have a clear ceiling height of not less than 7 feet (2134 mm).

### Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not more than 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a ceiling height of not less than 6 feet 8 inches (2033 mm) with not less than 6 feet 4 inches (1932 mm) of clear height under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a

clear ceiling height of 5 feet (1524 mm) or more shall be included.

**404.3.1 Stair headroom.** The minimum headroom in all parts of the *stairway* shall not be less than 6 feet 8 inches (2032 mm) measured vertically from the sloped line adjoining the tread nosing or from the floor surface of the landing or platform on that portion of the *stairway*.

**Exception:** Where the nosings of treads at the side of a flight extend under the edge of a floor opening through which the *stair* passes, the floor opening shall be allowed to project horizontally into the required headroom a maximum of 4<sup>3</sup>/<sub>4</sub> inches (121 mm).

**404.4 Bedroom and living room requirements.** Every *bedroom* and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

**404.4.1 Room area.** Every living room shall contain at least 120 square feet (11.2 m<sup>2</sup>) and every *bedroom* shall contain at least 70 square feet (6.5 m<sup>2</sup>).

**404.4.2 Access from bedrooms.** *Bedrooms* shall not constitute the only means of access to other *bedrooms* or *habitable spaces* and shall not serve as the only *means of egress* from other *habitable spaces*.

**Exception:** Units that contain fewer than two *bedrooms*.

**404.4.3 Water closet accessibility.** Every *bedroom* shall have access to at least one water closet and one lavatory without passing through another *bedroom*. Every *bedroom* in a *dwelling unit* shall have access to at least one water closet and lavatory located in the same *story* as the *bedroom* or an adjacent *story*.

**404.4.4 Prohibited occupancy.** Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

**404.4.5 Other requirements.** *Bedrooms* shall comply with the applicable provisions of this code including, but not limited to, the light, *ventilation*, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the

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smoke detector and emergency escape requirements of Chapter 7.

**404.5 Overcrowding.** The number of *persons* occupying a *dwelling unit* or any space shall not create conditions that, in the opinion of the *code official*, endanger the life, health, safety or welfare of the *occupants*.

**404.5.1 Definitions.** The following words and terms shall, for the purposes of this sub-section and as used elsewhere in this code, have the meanings shown herein.

**Occupancy limit.** The maximum number of *persons* who can legally occupy the space at any given time.

**Occupant load.** *Occupant* load is the number of *persons* actually occupying the *dwelling unit*.

**Residency limit.** The maximum number of *persons* who can legally reside in a space.

**Resident load.** *Resident* load is the number of *persons* who actually reside in the *dwelling unit*.

**404.5.2 Occupancy limit.** The *code official* shall establish in accordance with the building code that was legally adopted at the time of construction the *occupancy limit* for each *dwelling unit*, *tenant space*, and building.

**404.5.2.1 Egress limitations.** Any room, space or *dwelling unit* containing more than 49 *persons* gathering for purposes such as civic, social or religious functions, recreation, food or drink consumption is required to have at least two *approved* exits. When more than one exit is required, all exit doors must swing in the direction of egress. Any *dwelling unit* requiring two or more exits is required to comply with Section 702.1.1 regarding exit signs and emergency lighting.

**404.5.2.2 Uniform construction code.**

*Occupancy* of properties constructed after July 1, 2004 will be in accordance with the (Uniform Construction Code of Pennsylvania.)

Section 1004 of the International Building Code for residential *occupancy*, the minimum gross floor area per *occupant* shall be 200 square feet.

**404.5.2.3 Over occupancy.** It shall be a violation of this code for any person to permit the number of persons in a *dwelling unit*, *tenant space*, or building to exceed the *occupancy limit* established by this code at any time.

**404.5.3 Residency limit.** The *code official* shall establish in accordance with the building code, applicable zoning ordinance requirements, and the requirements of this code the residency limit for each *dwelling unit*.

**404.5.3.1 Rental unit general occupancy residency.** The residency of a room or a *dwelling unit* by *tenants*, *residents* or others residing within this property is regulated by this section. It is a violation of this code for more *persons* than what is permitted by the minimum area requirements of Table 404.5, or 404.5.1, ~~or 404.5.2~~ to reside in the dwelling.

**404.5.3.2 Zoning restrictions.** For existing buildings being converted to a rental property without the need for a change of use permit, the *occupancy* will be in accordance with Table 404.5.1 ~~2~~, or determined by the zoning regulation of the *Municipality*, whichever is most restrictive.

**404.5.3.3 Over residency.** It shall be a violation of this code for any person to permit the number of persons residing in a *dwelling unit*, *tenant space*, or building to exceed the *residency limit* established by this code.

**404.6 Efficiency unit.** Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than two *occupants* shall have a clear floor area of not less than 220 square feet (20.4 m<sup>2</sup>). A unit occupied by three *occupants* shall have a clear floor area of not less than 320 square feet (29.7 m<sup>2</sup>). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than 30 inches (762 mm) in front. Light and *ventilation* conforming to this code shall be provided.

3. The unit shall be provided with a separate *bathroom* containing a water closet, lavatory and bathtub or shower.
4. The maximum number of *occupants* shall be three.

**404.7 Food preparation.** All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

**404.8 Congregate cooking facility inspection.** All food preparation areas in *congregate living facilities* that serve or prepare food for 25 or more *persons* or *residents* shall be inspected by the State College Borough Division of Health and Neighborhood Services. The frequency of inspection shall not exceed 12 months, and may be reduced if in the opinion of the inspector that conditions warrant. The State College Borough Division of Health and Neighborhood Services may charge a fee for this service if adopted by municipal resolution.

**404.9 Maximum occupancy of fenced in exterior areas.** When a fence is installed on a property with a *structure* inside the fence perimeter, or directly adjacent to the fenced perimeter, that limits the egress from the property or limits ingress to the property, the maximum *occupancy* inside the fenced in area is the same as the maximum *occupancy* of the aforementioned *structure*. No additional *occupancy* above or beyond the *occupancy* limit of the *structure* is allowed. The fence shall include gates or exits that will allow for safe and proper egress of all *occupants* in the opinion of the *code official*, using the requirements of the International Building Code as a basis of decision. When the *occupancy* limit of these areas exceeds 49, all gates or *means of egress* shall open outward and shall be manipulated easily without special knowledge.

When a fence is installed on a property without a *structure* inside the fence perimeter, or directly adjacent to the fenced perimeter, that limits the egress from the property or limits ingress to the property, the maximum *occupancy* inside the fenced in area shall be established using the International Building Code as a basis of calculation. The fence shall include gates or exits that will allow for safe and proper egress of all *occupants* in the opinion of the *code official*, using the requirements of the

International Building Code as a basis of decision. When the *occupancy* limit of these areas exceeds 49, all gates or *means of egress* shall open outward and shall be manipulated easily without special knowledge.

If the fence obstructs the visibility of the street address for the property, the street address shall be placed on the exterior of the fence in a conspicuous location that is visible from the street and meets the requirements of this code.

If the fence obstructs the visibility or access to any fire department connection, access needs to be provided in close proximity to the fire department connection. The access point shall be signed on the exterior of the fence in a conspicuous location that is visible from the street and meets the requirements of this code.

If the property *owner* wishes to increase the *occupancy* limit for these areas, a detailed proposed configuration and proposed *occupancy* limit shall be submitted in writing to the *code official* for consideration, a minimum of 15 working days prior to the event.

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Table 404.5 [4A,7A]

Minimum *Habitable Space* (square feet [square meters]) applies to all properties receiving a rental housing permit on or before December 31, 1997

Number of Residents	1	2	3	4	5	6	Or more
Living Room, Dining Room, and Kitchen Combined	50 [4.645]	100 [9.29]	190 [17.652]	220 [20.439]	250 [23.226]	310 [28.8]	310 [28.8]
Bedroom	70 [6.503]	100 [9.29]	150 [13.935]	200 [18.581]	250 [23.226]	300 [27.871]	(a)
Total	120 [11.148]	200 [18.581]	340 [31.587]	420 [39.019]	500 [46.452]	610 [56.671]	310 + (a) [28.8 + (a)]

(a) = plus 50 additional square feet (4.645 square meters) per resident

Table 404.5.1 [1A,2A,4,5A,7]

Minimum *Habitable Space* (square feet [square meters]) applies to all properties receiving a rental housing permit for the first time ~~between on or after January 1, 1998 and December 31, 2002~~

Number of Residents	1	2	3	4	5	6	Or more
Living Room, Dining Room, and Kitchen Combined	50 [4.645]	100 [9.29]	250 [23.226]	250 [23.226]	250 [23.226]	310 [28.8]	310 [28.8]
Bedroom	70 [6.503]	120 [11.148]	150 [13.935]	200 [18.581]	250 [23.226]	300 [27.871]	(a)
Total	120 [11.148]	220 [20.439]	400 [37.161]	450 [41.806]	500 [46.452]	610 [56.671]	310 + (a) [28.8 + (a)]

(a) = plus 50 additional square feet (4.645 square meters) per resident

Table 404.5.2 [1,2,4,5,7]

Minimum *Habitable Space* (square feet [square meters]) applies to all properties receiving a rental housing permit for the first time after January 1, 2003

Number of Residents	1	2	3	4	5	6	Or more
Living Room, Dining Room, and Kitchen Combined	100 [9.29]	150 [13.935]	250 [23.226]	250 [23.226]	300 [27.871]	300 [27.871]	300 [27.871]
Bedroom	100 [9.29]	150 [13.935]	200 [18.581]	250 [23.226]	300 [27.871]	350 [32.516]	350 + (a) [32.516 + (a)]
Total (except those constructed on or after July 1, 2004, see Section 404.5.4)	200 [18.581]	300 [27.871]	450 [41.806]	500 [46.452]	600 [55.742]	650 [60.387]	650 + (a) [60.387 + (a)]

(a) = plus 50 additional square feet (4.645 square meters) per resident

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# CHAPTER 5

## PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

### SECTION 501 GENERAL

**501.1 Scope.** The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

**501.2 Responsibility.** The *owner* of the *structure* shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A *person* shall not occupy as *owner-occupant* or permit another *person* to occupy any *structure* or *premises* which does not comply with the requirements of this chapter.

### [P] SECTION 502 REQUIRED FACILITIES

**502.1 Dwelling units.** Every *dwelling unit* shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

**502.2 Rooming houses.** At least one water closet, lavatory and bathtub or shower shall be supplied for each four *rooming units*.

**502.3 Hotels.** Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each ten *occupants*.

**502.4 Employees' facilities.** A minimum of one water closet, one lavatory and one drinking facility shall be available to employees.

**502.4.1 Drinking facilities.** Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in *toilet rooms* or *bathrooms*.

**502.5 Public toilet facilities.** Public toilet facilities shall be maintained in a safe sanitary and working condition in accordance with the *International Plumbing Code*. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during *occupancy* of the *premises*.

### [P] SECTION 503 TOILET ROOMS

**503.1 Privacy.** *Toilet rooms* and *bathrooms* shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared *bathrooms* and *toilet rooms* in a multiple dwelling.

**503.2 Location.** *Toilet rooms* and *bathrooms* serving hotel units, *rooming units* or dormitory units or *housekeeping units*, shall have access by traversing not more than one flight of *stairs* and shall have access from a common hall or passageway.

**503.3 Location of employee toilet facilities.** Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one *story* above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

**Exception:** Facilities that are required for employees in storage *structures* or kiosks, which are located in adjacent *structures* under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

**503.4 Floor surface.** In other than *dwelling units*, every *toilet room* floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a *clean and sanitary* condition.

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**[P] SECTION 504  
PLUMBING SYSTEMS AND FIXTURES**

**504.1 General.** All plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

**504.2 Fixture clearances.** Plumbing fixtures shall have adequate clearances for usage and cleaning.

**504.3 Plumbing system hazards.** Where it is found that a plumbing system in a *structure* constitutes a hazard to the *occupants* or the *structure* by reason of inadequate service, inadequate venting, cross connection, back siphonage, improper installation, *deterioration* or damage or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

**SECTION 505  
WATER SYSTEM**

**505.1 General.** Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *International Plumbing Code*.

**[P] 505.2 Contamination.** The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an *approved* atmospheric-type vacuum breaker or an *approved* permanently attached hose connection vacuum breaker.

**505.3 Supply.** The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

**505.4 Water heating facilities.** Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to

be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 110°F (43°C). A gas-burning water heater shall not be located in any *bathroom, toilet room, bedroom* or other occupied room normally kept closed, unless adequate combustion air is provided. An *approved* combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

**505.5 Nonpotable water reuse systems.** Nonpotable water reuse systems and rainwater collection and conveyance systems shall be maintained in a safe and sanitary condition. Where such systems are not properly maintained, the systems shall be repaired to provide for safe and sanitary conditions, or the system shall be abandoned in accordance with Section 505.5.1.

**505.5.1 Abandonment of systems.** Where a nonpotable water reuse system or a rainwater collection and distribution system is not maintained or the owner ceases use of the system, the system shall be abandoned in accordance with Section 1301.10 of the International Plumbing Code.

**[P] SECTION 506  
SANITARY DRAINAGE SYSTEM**

**506.1 General.** All plumbing fixtures shall be properly connected to either a public sewer system or to an *approved* private sewage disposal system.

**506.2 Maintenance.** Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

**506.3 Grease interceptors.** Grease interceptors and automatic grease removal devices in commercial structures shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. The cleaning process shall be completed by an *approved* third-party cleaning company on an annual basis. If the *code official* or *health officer* determines based on observations that the grease interceptor is not performing adequately, the *code*

*official or health officer* may order that the grease interceptor be cleaned at any time or that the cleaning frequency be increased going forward.

When the grease interceptor is cleaned, no grease shall be flushed or pass into the building drainage system, the public sewer, or the private sewage disposal system or municipal storm sewer.

A material data sheet (SDS) shall be submitted to the municipal engineer for any product used in cleaning the grease interceptor.

At the time of cleaning, the grease interceptor shall be marked with an inspection tag supplied by the third-party cleaning company. This tag shall remain on the grease interceptor until the next cleaning. The tag shall at a minimum contain the following information:

1. Name of the third-party cleaning company
2. The business address of the third-party cleaning company
3. A valid telephone number for the third-party cleaning company
4. The name of the facility being cleaned
5. The address of the facility being cleaned
6. The date of the cleaning
7. The name of the technician doing the cleaning
8. The signature of the cleaning technician
9. Notation if there were any problems with the equipment observed at the time of cleaning

All records of maintenance, cleaning and repairs shall be available for inspection by the *code official* or *health officer* and shall be maintained for a minimum of 5 years.

**[P] SECTION 507  
STORM DRAINAGE**

**507.1 General.** Drainage of *roofs* and paved areas, *yards* and *courts*, and other open areas on the *premises* shall not be discharged in a manner that creates a public nuisance or negatively impacts neighboring properties.

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# CHAPTER 6

## MECHANICAL AND ELECTRICAL REQUIREMENTS

### SECTION 601 GENERAL

**601.1 Scope.** The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

**601.2 Responsibility.** The *owner* of the *structure* shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A *person* shall not occupy as *owner-occupant* or permit another *person* to occupy any *premises* which does not comply with the requirements of this chapter.

### SECTION 602 HEATING FACILITIES

**602.1 Facilities required.** Heating facilities shall be provided in *structures* as required by this section.

**602.2 Residential occupancies.** Every dwelling unit shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) measured at 3 feet (914 mm) above the floor and a distance 2 feet (914 mm) from the exterior wall in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used, nor shall portable space heaters be used, as a means to provide required heating.

**602.3 Heat supply.** Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling unit*, *rooming unit*, dormitory, or guest room on terms, either express or implied, to furnish heat to the *occupants* thereof, shall supply sufficient heat during the period from October 1 to May 15 to maintain a room temperature of not less than 68° F (20° C) in all habitable rooms, *bathrooms* and *toilet rooms* during the hours between 6:30 a.m. and 10:30 p.m. of each day and not less than 65° F (18° C) during other hours.

**602.4 Occupiable work spaces.** Every enclosed occupied workspace shall be supplied with sufficient heat during the period from October 1 to May 15 to maintain a temperature of not less than 68° F (20° C) during all working hours.

#### Exception:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which *persons* are primarily engaged in vigorous physical activities.

**602.5 Room temperature measurement.** The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

### SECTION 603 MECHANICAL EQUIPMENT

**603.1 Mechanical appliances.** All mechanical **equipment**, appliances, fireplaces, solid fuel-burning appliances, fossil-fuel burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

Installation, maintenance and inspection of these appliances shall be in accordance with the manufacturer's recommendations. If manufacturer's recommendations are not available, the installation and/or maintenance will be in accordance with the International Residential Code, International Mechanical Code, International Fuel Gas Code, and/or the appropriate NFPA standard for the specific use and appliance as *approved* by the *Code Official*. At no time will this inspection cycle exceed 1 year.

An inspection of a fuel burning appliance that is vented to the exterior shall include an inspection of the entire system, from air-intake to exhaust.

The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if "A" follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.

1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College; 7. Borough of Bellefonte

**603.1.1 Compliance tag.** A compliance tag or proof of inspection will be displayed on each *heating system* inspected, indicating the name of the company (if applicable), technician performing the service and the date of the service. Any deficiencies noted during the inspection must be corrected before a compliance tag is displayed on the appliance.

**603.2 Removal of combustion products.** All fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

**Exception:** Fuel-burning equipment and appliances which are *labeled* for unvented operation.

**603.3 Clearances.** All required clearances to combustible materials shall be maintained.

**603.4 Safety controls.** All safety controls for fuel-burning equipment shall be maintained in effective operation.

**603.5 Combustion air.** A supply of air for complete combustion of the fuel and for *ventilation* of the space shall be provided for fuel-burning equipment in accordance with the manufacturer's listing or the International Mechanical Code listed in Chapter 11.

**603.6 Energy conservation devices.** Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

## SECTION 604 ELECTRICAL FACILITIES

**604.1 Facilities required.** Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

**604.2 Service.** The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with the National electrical Code, NFPA 70. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a rating of not less than 60 amperes, or the minimum allowable service permitted by the local electrical utility company.

**604.3 Electrical system hazards.** Where it is found that the electrical system in a *structure* constitutes a hazard to the *occupants* or the *structure* by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

**604.3.1 Abatement of electrical hazards associated with water exposure.** The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

**604.3.1.1 Electrical equipment.** Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the *International Building Code*.

**Exception:** The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated 600 volts or less;
2. Busway, rated 600 volts or less;
3. Panelboards, rated 600 volts or less;
4. Switchboards, rated 600 volts or less;
5. Fire pump controllers, rated 600 volts or less;
6. Manual and magnetic motor controllers;
7. Motor control centers;
8. Alternating current high-voltage circuit breakers;
9. Low-voltage power circuit breakers;

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7. Borough of Bellefonte



10. Protective relays, meters and current transformers;
11. Low- and medium-voltage switchgear;
12. Liquid-filled transformers;
13. Cast-resin transformers;
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water;
15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water;
16. Luminaires that are listed as submersible;
17. Motors;
18. Electronic control, signaling and communication equipment.

**604.3.2 Abatement of electrical hazards associated with fire exposure.** The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

**604.3.2.1 Electrical equipment.** Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits that have been exposed to fire, shall be replaced in accordance with the provisions of the *International Building Code*.

**Exception:** Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

## SECTION 605 ELECTRICAL EQUIPMENT

**605.1 Installation.** All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

**605.1.1 Three to two prong adapters.** Electrical 3 to 2 prong adapter plugs shall not be used in conjunction with appliances that require a ground-type receptacle.

**605.2 Receptacles.** Every *habitable space* in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle. Every *bathroom* shall contain at least one receptacle and all *bathroom* receptacle outlets shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

**605.3 Luminaires.** Every public hall, interior stairway, *toilet room*, kitchen, *bathroom*, laundry room, boiler room and furnace room shall contain at least one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

**605.4 Lighting equipment.** In closets, storage areas, *bathrooms*, under kitchen *hood systems*, and in any other high humidity area or area where combustible material is likely to come in contact with the lamp or luminaire, all lighting equipment shall be maintained in the same condition as installed and *approved* by the *code official*. This includes but is not limited to globes.

**605.5 Wiring.** Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

**605.6 Routine maintenance.** All electrical equipment shall be kept in working order according to their listing.

## SECTION 606 ELEVATORS, ESCALATORS AND DUMBWAITERS

**606.1 General.** Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1 and the requirements of the Pennsylvania Department of Labor and Industry. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the building *operator* or be posted in a publicly conspicuous location *approved* by the *code official*. The inspection and tests shall be performed at not less than the periodic intervals listed

in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

**606.2 Elevators.** In buildings equipped with passenger elevators, at least one elevator shall be maintained in operation at all times when the building is occupied.

**Exception:** Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

## SECTION 607 DUCT SYSTEMS

**607.1 General.** Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

**607.2 Hood systems.** *Hood systems* in commercial structures shall be maintained in accordance with this code, the manufacturer's installation instructions, and NFPA 96. *Hood systems* shall be regularly serviced and cleaned to prevent the accumulation of oil, grease, and other harmful, combustible or flammable substances. The cleaning process shall be completed by an *approved* third-party cleaning company on a basis not to exceed that stated in NFPA 96. If the *code official* or *health officer* determine based on observations that the *hood system* is not performing adequately or that material buildup is observed, the *code official* or *health officer* may order that the *hood system* be cleaned at any time or that the cleaning frequency be reduced going forward.

At the time of cleaning, the *hood system* shall be marked with an inspection tag supplied by the third-party cleaning company. This tag shall remain on the *hood system* until the next cleaning. The tag shall at a minimum contain the following information:

1. Name of the third-party cleaning company
2. The business address of the third-party cleaning company
3. A valid telephone number for the third-party cleaning company
4. The name of the facility being cleaned
5. The address of the facility being cleaned
6. The date of the cleaning
7. The name of the technician doing the cleaning
8. The signature of the cleaning technician
9. Notation if there were any problems with the equipment observed at the time of cleaning

All records of maintenance, cleaning and repairs shall be available for inspection by the *code official* or *health officer* and shall be maintained for a minimum of 5 years.

## SECTION 608 CARBON MONOXIDE DETECTION

**608.1 Where required.** An *approved* carbon monoxide (CO) detector shall be installed in all *dwelling units*, *rooming units*, guest rooms, and lodging rooms when a fossil fuel or solid fuel appliance is utilized as the primary or supplemental heat source, fixed cooking appliance, or auxiliary power source. The options for the installation of these devices are:

1. If the *dwelling unit* or guestroom contains a fuel-burning appliance or has an attached garage, a CO alarm is required to be provided in the immediate vicinity of the sleeping rooms.
2. If ductwork or *ventilation* shafts to a room containing a fuel-burning appliance or to an attached garage connect the *dwelling unit* or guestroom, a CO alarm is required to be provided in the immediate vicinity of the sleeping rooms.
3. If the installation of CO alarms is not triggered by 1 or 2 above, but the building contains a fuel-burning appliance or has an attached garage, common area CO alarms are required to be installed in the immediate vicinity of the room containing the fuel-burning appliance and in the immediate vicinity of any *ventilation* shaft on the floor containing the fuel-burning appliance and within 2 stories above and below. Common-area CO alarms must be interconnected or monitored. As an alternative, CO alarms can be installed in each unit on the floor, 2 floors above and below.

**608.2 Approved detectors.** *Approved* detectors will be listed in accordance with ANSI/UL 2034.

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**608.3 Alarm system.** In buildings where the CO detector is connected to a fire alarm system, activation of a CO detector shall not transmit a signal to the central station unless it is a distinct “carbon monoxide alarm” signal. Activation of a CO detector shall not cause notification to the entire building, only at the affected detector and the fire alarm control panel.

**608.4 Responsibility.** It shall be the responsibility of the property *owner* or *person-in-charge* to provide a functioning carbon monoxide alarm at the beginning of each lease period. *Tenants* are responsible to maintain the detector in a functional condition at all times after starting *occupancy*.

**608.5 Tampering.** Removal of the battery or power source from a carbon monoxide alarm, making the detector inoperable or tampering with the detector in any way is a *violation* of this code and subjects that *person* to the *violation* penalties.

**608.6 Carbon monoxide alarms and detectors.** Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 720. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.

**608.7 End of life.** Carbon monoxide alarms shall be tested and maintained in accordance with the manufacturer’s instructions. Alarms that do not function shall be replaced. Alarms shall be replaced not more than 7 years from the date of manufacture marked on the unit, or per written manufacturer’s specification, if different, or shall be replaced if the date of manufacture cannot be determined.

## SECTION 609 MOISTURE CONTROL

**609.1 Dehumidifiers.** In rental housing units that are located below grade or partially below grade as part of an overall moisture control system the *code official* may require the *owner* to provide dehumidification equipment for use in the effected rental housing unit if in the opinion of the *code official* that the ambient moisture is contributing to mold or mildew growth. The *owner* shall supply the equipment for use to the *tenant* at no cost to the *tenant*.

# CHAPTER 7 FIRE SAFETY REQUIREMENTS

## SECTION 701 GENERAL

**701.1 Scope.** The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to *structures* and exterior *premises*, including fire safety facilities and equipment to be provided.

**701.2 Responsibility.** The *owner* of the *premises* shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A *person* shall not occupy as *owner-occupant* or permit another *person* to occupy any *premises* that do not comply with the requirements of this chapter.

## [F] SECTION 702 MEANS OF EGRESS

**702.1 General.** A safe, continuous and unobstructed path of travel shall be provided from any point in a building or *structure* to the *public way*. *Means of egress* shall comply with the *International Fire Code*.

**702.1.1 Means of egress lighting.** All *means of egress* in *Use Groups R-1, R-2, and R-4* shall be equipped with artificial and emergency lighting and exit signs in accordance with the requirements for new buildings in the *International Building Code* listed in Chapter 11.

**702.2 Aisles.** The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

**702.3 Locked doors.** All *means of egress* doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

**702.3.1 Doors and gates.** Doors, gates, and their hardware shall be installed and maintained in accordance with the *International Building Code* Section 1008.

**702.4 Emergency escape openings.** Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

**702.4.1 Emergency escape requirements.** Every sleeping room located in a *basement* in an *occupancy* Use Group I-1 or R shall have at least one operable window or exterior door *approved* for emergency egress or rescue, or shall have access to not less than 2 *approved* independent exits. An outside window or exterior door for emergency escape is not required in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or Section 903.3.1.2 of the *International Fire Code*. Each emergency escape and rescue window shall have a minimum net clear opening of 5.7 square feet (0.53 m<sup>2</sup>). The net clear opening shall be at least 24 inches (610 mm) in height and at least 20 inches (508 mm) in width. The net clear opening dimensions shall be obtained by the normal operation of the window from the inside. The bottom of the net clear opening shall not be more than 44 inches (1118 mm) above the floor. The minimum net clear opening for grade floor windows shall be 5 square feet (0.47 m<sup>2</sup>).

This section shall apply retroactively to all existing rental properties.

**Exception:** Grade floor openings or below-grade openings shall have a net clear opening area of not less than 5 square feet (0.465 m<sup>2</sup>).

**702.4.1.1 Emergency escape window wells.** The area of the window well shall allow the

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7. Borough of Bellefonte

emergency escape and rescue opening to be fully opened. Window wells with a vertical depth greater than 44 inches shall be equipped with a permanently affixed ladder or steps usable with the window in the fully open position. Ladders shall project at least 3 inches from the wall and rungs or steps shall be spaced not more than 18 inches on center vertically for the full height of the window well and *guard* if installed.

#### **702.4.1.2 Bars, grilles, covers and screens.**

Bars, grilles, covers, screens or similar devices are permitted to be placed over emergency escape and rescue openings, bulkhead enclosures, or window wells that serve such openings. Such devices shall be releasable from the inside without the use of a key, tool, special knowledge or force greater than that which is required for normal operation of the escape and rescue opening.

**702.4.1.3 Emergency escape windows under decks and porches.** Emergency escape windows are allowed to be installed under decks and porches provided the location of the deck allows the emergency escape window to be fully opened and provides a clear path of not less than 36 inches in height to a *yard* or *court*.

**702.5 Corridor enclosure.** Multi-family buildings with one exit as permitted in the building code, and all corridors serving an *occupant* load greater than 30 and the openings therein shall provide an effective barrier to resist the movement of smoke. All transoms, louvers, doors, and other openings shall be closed or shall be self-closing.

**Exception:** Corridors that are in compliance with the *International Building Code*.

**702.6 Number of exits.** In residential buildings (not including *One or Two Family Dwellings*), every *story* exceeding 2 stories above grade shall be provided with not less than 2 independent exits. In stories where more than 1 exit is required, all *occupants* shall have access to at least 2 exits. Every occupied *story* which is both totally below grade and greater than 2,000 square feet shall be provided with not less than 2 independent exits.

**Exception:** A single exit is acceptable under any one of the following conditions:

1. Where the building is equipped throughout with an automatic sprinkler system and an

automatic fire detection system with smoke detectors located in all corridors, lobbies and common areas.

2. Where the building is equipped throughout with an automatic fire detection system and the exit is an *approved* smoke-proof enclosure or pressurized *stairway*.
3. Where an existing *fire escape* conforming to the *International Building Code*, ~~2009 edition~~ is provided in addition to the single exit.
4. Where permitted by the *International Building Code*, ~~2009 edition~~.

#### **702.6.1 Three story one or two family dwelling.**

Any existing *one or two family dwellings* having *habitable space*, not including kitchens, on the third floor must provide two *approved means of egress* from this space. Newly constructed *stairways* will be in accordance with the *International Residential Code*, as amended or as *approved* by the *code official*. Existing windows can be used for access to the *stairway* providing that the window meets the requirements of an egress window in accordance with 702.4.1 of this code. If an opening does not exist the new opening must be a doorway of an *approved* dimension in accordance with the *International Residential Code*.

**Exception:** A *one or two family dwelling* protected throughout with an *approved* automatic sprinkler system.

**702.7 Egress through intervening spaces.** In Properties receiving a rental housing permit for the first time on or after November 22, 2004, egress shall not pass through kitchens, storage rooms closets or spaces used for similar purposes. An exit access shall not pass through a room that can be locked to prevent egress. *Means of egress* from *dwelling units* or sleeping areas shall not lead through other sleeping areas, *toilet rooms* or *bathrooms*.

**Exception:** *Means of egress* are not prohibited through a kitchen area serving adjoining rooms constituting part of the same *dwelling unit*.

Egress from a *rooming unit* within a *rooming house* is not exempt from this Section in accordance with the *International Building Code*, Section 1013.2.

The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if "A" follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.

1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College; 7. Borough of Bellefonte

[F] SECTION 703  
FIRE-RESISTANCE RATINGS

**703.1 Maintenance.** The required *fire-resistance rating* of fire-resistance-rated construction (including walls, firestops, shaft enclosures, partitions, *smoke barriers*, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and fire-resistant joint systems) shall be maintained. Such elements shall be visually inspected by the *owner* annually and properly repaired, restored or replaced when damaged, altered, breached or penetrated. Where concealed, such elements shall not be required to be visually inspected by the *owner* unless the concealed space is accessible by the removal or movement of a panel, access door, ceiling tile or similar movable entry to the space. Openings made therein for the passage of pipes, electrical conduit, wires, ducts, air transfer openings and holes made for any reason shall be protected with *approved* methods capable of resisting the passage of smoke and fire. Openings through fire-resistance-rated assemblies shall be protected by self- or automatic-closing doors of *approved* construction meeting the fire-protection requirements for the assembly.

**703.1.1 Fireblocking and draftstopping.**

Required *fireblocking* and draftstopping in combustible concealed spaces shall be maintained to provide continuity and integrity of the construction.

**703.1.2 Smoke barriers and smoke partitions.**

Required *smoke barriers* and smoke partitions shall be maintained to prevent the passage of smoke. All openings protected with *approved* smoke barrier doors or smoke dampers shall be maintained in accordance with NFPA 105.

**703.1.3 Fire walls, fire barriers and fire partitions.**

Required *fire walls*, *fire barriers* and *fire partitions* shall be maintained to prevent the passage of fire. All openings protected with *approved* doors or fire dampers shall be maintained in accordance with NFPA 80.

**703.2 Opening protectives.** Opening protectives shall be maintained in an operative condition in accordance with NFPA 80. Fire doors and *smoke barrier* doors shall not be blocked or obstructed or otherwise made inoperable. Fusible links shall be replaced promptly whenever fused or damaged. Fire door assemblies shall not be modified.

**703.2.1 Fire-resistive glazing.** Exterior wall openings within 10 feet (3048 mm) of an existing *fire-escape* or exterior *stairway* shall be protected with fire-rated glazing or other *approved* means in accordance with the *International Building Code*.

**Exception:** Opening protection is not required when the building is equipped throughout with an *approved* automatic sprinkler system.

**703.1 Fire-resistance-rated assemblies.** The provisions of this chapter shall govern maintenance of the materials, systems and assemblies used for structural fire resistance and fire-resistance-rated construction separation of adjacent spaces to safeguard against the spread of fire and smoke within a building and the spread of fire to or from buildings.

**703.2 Unsafe conditions.** Where any components are not maintained and do not function as intended or do not have the fire resistance required by the code under which the building was constructed or altered, such components or portions thereof shall be deemed unsafe conditions in accordance with Section 111.1.1 of the International Fire Code. Components or portions thereof determined to be unsafe shall be repaired or replaced to conform to that code under which the building was constructed or altered. Where the condition of components is such that any building, structure or portion thereof presents an imminent danger to the occupants of the building, structure or portion thereof, the fire code official shall act in accordance with Section 111.2 of the International Fire Code.

**703.3 Maintenance.** The required fire-resistance rating of fire-resistance-rated construction, including walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and joint systems, shall be maintained. Such elements shall be visually inspected annually by the owner and repaired, restored or replaced where damaged, altered, breached or penetrated. Records of inspections and repairs shall be maintained. Where concealed, such elements shall not be required to be visually inspected by the owner unless the concealed space is accessible by the removal or movement of a panel, access door, ceiling tile or entry to the space. Openings made therein for the passage of pipes, electrical conduit, wires, ducts, air transfer and any other reason shall be protected with *approved* methods capable of resisting the passage of smoke and fire. Openings through fire-resistance-rated assemblies shall be protected by self- or automatic-

closing doors of approved construction meeting the fire protection requirements for the assembly.

**703.3.1 Fire blocking and draft stopping.**

Required fire blocking and draft stopping in combustible concealed spaces shall be maintained to provide continuity and integrity of the construction.

**703.3.2 Smoke barriers and smoke partitions.**

Required smoke barriers and smoke partitions shall be maintained to prevent the passage of smoke. Openings protected with approved smoke barrier doors or smoke dampers shall be maintained in accordance with NFPA 105.

**703.3.3 Fire walls, fire barriers, and fire partitions.**

Required fire walls, fire barriers and fire partitions shall be maintained to prevent the passage of fire. Openings protected with approved doors or fire dampers shall be maintained in accordance with NFPA 80.

**703.4 Opening protectives.** Opening protectives shall be maintained in an operative condition in accordance with NFPA 80. The application of field-applied labels associated with the maintenance of opening protectives shall follow the requirements of the approved third-party certification organization accredited for listing the opening protective. Fire doors and smoke barrier doors shall not be blocked or obstructed, or otherwise made inoperable. Fusible links shall be replaced whenever fused or damaged. Fire door assemblies shall not be modified.

**703.4.1 Signs.** Where required by the code official, a sign shall be permanently displayed on or near each fire door in letters not less than 1 inch (25 mm) high to read as follows:

1. For doors designed to be kept normally open: FIRE DOOR – DO NOT BLOCK.
2. For doors designed to be kept normally closed:
3. FIRE DOOR – KEEP CLOSED.

**703.4.2 Hold-open devices and closers.** Hold-open devices and automatic door closers shall be maintained. During the period that such a device is out of service for repairs, the door it operates shall remain in the closed position.

**703.4.3 Door operation.** Swinging fire doors shall close from the full-open position and latch automatically. The door closer shall exert enough force to close and latch the door from any partially open position.

**703.5 Ceilings.** The hanging and displaying of salable goods and other decorative materials from acoustical ceiling systems that are part of a fire-resistance-rated horizontal assembly shall be prohibited.

**703.6 Testing.** Horizontal and vertical sliding and rolling fire doors shall be inspected and tested annually to confirm operation and full closure. Records of inspections and testing shall be maintained.

**703.7 Vertical shafts.** Interior vertical shafts, including stairways, elevator hoistways and service and utility shafts, which connect two or more stories of a building shall be enclosed or protected as required in Chapter 11 of the International Fire Code. New floor openings in existing buildings shall comply with the International Building Code.

**703.8 Opening protective closers.** Where openings are required to be protected, opening protectives shall be maintained self-closing or automatic-closing by smoke detection. Existing fusible-link-type automatic door-closing devices shall be replaced if the fusible link rating exceeds 135°F (57°C).

**703.2.2 703.8.1 Operable windows.** For buildings with an initial certificate of *occupancy* dated prior to January 1, 2013 when *non-compliant* windows are being replaced that are within 10 feet (3048 mm) of a *fire escape or exterior stair* those windows that are not needed to meet the requirements of Section 403 of this code or a required means of emergency egress shall be made permanently inoperable, equipped with an *approved* fire shutter, or replaced with a fixed pane window assembly. All operable replacement windows in this area shall still meet the fire rating requirements of the *International Building Code*.

**Exception:** Opening protection is not required when the building is equipped throughout with an *approved* automatic sprinkler system.

**703.3 703.9 Dwelling/garage opening/penetration protection.** Openings and penetrations through the walls or ceilings separating the *dwelling* from the

garage shall be in accordance with Sections ~~703.3.1~~ 703.9.1 through ~~703.3.3~~ 703.9.3.

~~703.3.1~~ **703.9.1 Opening protection.** Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1-3/8 inches (35 mm) in thickness, solid or honeycomb core steel doors not less than 1-3/8 inches (35 mm) thick, or 20-minute fire-rated doors.

~~703.3.2~~ **703.9.2 Duct penetration.** Ducts in the garage and ducts penetrating the walls or ceilings separating the *dwelling* from the garage shall be constructed of a minimum No. 26 gage (0.48 mm) sheet steel or other *approved* material and shall have no openings into the garage.

~~703.3.3~~ **703.9.3 Other penetrations.** Penetrations through the separation required in due to a carport shall be protected as required by Section ~~703.3.3.1~~ 703.9.3.1.

~~703.3.3.1~~ **703.9.3.1 Fireblocking.** At openings around vents, pipes, ducts, cables and wires at ceiling and floor level, with an *approved* material to resist the free passage of flame and

products of combustion. The material filling this annular space shall not be required to meet the ASTM E 136 requirements.

~~703.4~~ **703.10 Clearance to combustibles above ranges.** A minimum of 30 inches (762 mm) clear space shall be maintained vertically between the cooking surface and any combustible materials; this can be reduced to a minimum clear space of 24 inches (610 mm) if a metal barrier is installed between the cooking surface and the combustible material. The metal barrier shall be a steel sheet with minimum thickness of 24 AWG and be installed extending to the perpendicular projection of the edge of the cooking appliance at a minimum. The barrier shall be mounted in such a way that there is a minimum of 1 inch (25.4 mm) clear space between the combustible surface and the barrier.

~~703.5~~ **703.11 Dwelling/garage fire separation.** The garage shall be separated as required by Table ~~703.5~~ 703.11 including structural elements supporting the required separation elements. Openings in garage walls shall comply with Section ~~703.3~~ 703.9. This provision does not apply to garage walls that are perpendicular to the adjacent *dwelling unit* wall.

Table ~~703.5~~ 703.11  
Dwelling/Garage Separation

SEPARATION	MATERIAL
From the residence and attics	Not less than 1/2-inch gypsum board or equivalent applied to the garage side
From all habitable rooms above the garage	Not less than 5/8-inch Type X gypsum board or equivalent
Structure(s) supporting floor/ceiling assemblies used for separation required by this section	Not less than 1/2-inch gypsum board or equivalent
Garages located less than 3 feet from a dwelling unit on the same lot	Not less than 1/2-inch gypsum board or equivalent applied to the interior side of exterior walls that are within this area

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

## [F] SECTION 704 FIRE PROTECTION SYSTEMS

**704.1 General.** All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be maintained in an operable condition at all times in accordance with the *International Fire Code*.

**704.1.1 Inspection, testing and maintenance.** Fire detection, alarm and extinguishing systems, mechanical smoke exhaust systems, and smoke and

heat vents shall be maintained in accordance with the *International Fire Code* in an operative condition at all times, and shall be replaced or repaired where defective.

**704.1.2 Installation.** Fire protection systems shall be maintained in accordance with the original installation standards for that system. Required systems shall be extended, altered or augmented as necessary to maintain and continue protection where the building is altered or enlarged. Alterations to fire protection systems shall be done in accordance with applicable standards.

52 The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if "A" follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.

1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College; 7. Borough of Bellefonte



**704.1.3 Required fire protection systems.** Fire protection systems required by this code, the *International Fire Code* or the *International Building Code* shall be installed, repaired, operated, tested and maintained in accordance with this code. A fire protection system for which a design option, exception or reduction to the provisions of this code, the *International Fire Code* or the *International Building Code* has been granted shall be considered to be a required system.

**704.1.4 Fire protection systems.** Fire protection systems shall be inspected, maintained and tested in accordance with the following *International Fire Code* requirements.

1. Automatic sprinkler systems, see Section 903.5.
2. Automatic fire-extinguishing systems protecting commercial cooking systems, see Section 904.12.5.
3. Automatic water mist extinguishing systems, see Section 904.11.
4. Carbon dioxide extinguishing systems, see Section 904.8.
5. Carbon monoxide alarms and carbon monoxide detection systems, see Section 915.6.
6. Clean-agent extinguishing systems, see Section 904.10.
7. Dry-chemical extinguishing systems, see Section 904.6.
8. Fire alarm and fire detection systems, see Section 907.8.
9. Fire department connections, see Sections 912.4 and 912.7.
10. Fire pumps, see Section 913.5.
11. Foam extinguishing systems, see Section 904.7.
12. Halon extinguishing systems, see Section 904.9.

13. Single- and multiple-station smoke alarms, see Section 907.10.
14. Smoke and heat vents and mechanical smoke removal systems, see Section 910.5.
15. Smoke control systems, see Section 909.20.
16. Wet-chemical extinguishing systems, see Section 904.5.

**704.2 Standards.** Fire protection systems shall be inspected, tested and maintained in accordance with the referenced standards listed in Table 704.2 and as required in this section.

**TABLE 704.2  
FIRE PROTECTION SYSTEM  
MAINTENANCE STANDARDS**

SYSTEM	STANDARD
Portable fire extinguishers	NFPA 10
Carbon dioxide fire-extinguishing system	NFPA 12
Halon 1301 fire-extinguishing systems	NFPA 12A
Dry-chemical extinguishing systems	NFPA 17
Wet-chemical extinguishing systems	NFPA 17A
Water-based fire protection systems	NFPA 25
Fire alarm systems	NFPA 72
Smoke and heat vents	NFPA 204
Water-mist systems	NFPA 750
Clean-agent extinguishing systems	NFPA 2001

**704.2.1 Records.** Records shall be maintained of all system inspections, tests and maintenance required by the referenced standards.

**704.2.2 Records information.** Initial records shall include the: name of the installation contractor; type of components installed; manufacturer of the components; location and number of components installed per floor; and manufacturers' operation and maintenance instruction manuals. Such records shall be maintained for the life of the installation.

**704.3 Systems out of service.** Where a required fire protection system is out of service, the fire department and the *fire code official* shall be notified immediately and, where required by the fire code official, either the building shall be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with not less than one approved means for notification of

the fire department and shall not have duties beyond performing constant patrols of the protected premises and keeping watch for fires. Actions shall be taken in accordance with Section 901 of the International Fire Code to bring the systems back in service.

**704.3.1 Emergency impairments.** Where unplanned impairments of fire protection systems occur, appropriate emergency action shall be taken to minimize potential injury and damage. The impairment coordinator shall implement the steps outlined in Section 901.7.4 of the International Fire Code.

**704.4 Removal of or tampering with equipment.** It shall be unlawful for any person to remove, tamper with or otherwise disturb any fire hydrant, fire detection and alarm system, fire suppression system or other fire appliance required by this code except for the purposes of extinguishing fire, training, recharging or making necessary repairs.

**704.4.1 Removal of or tampering with appurtenances.** Locks, gates, doors, barricades, chains, enclosures, signs, tags and seals that have been installed by or at the direction of the fire code official shall not be removed, unlocked, destroyed or tampered with in any manner.

**704.4.2 Removal of existing occupant-use hose lines.** The fire code official is authorized to permit the removal of existing occupant-use hose lines where all of the following apply:

1. The installation is not required by the *International Fire Code* or the *International Building Code*.
2. The hose line would not be utilized by trained personnel or the fire department.
3. The remaining outlets are compatible with local fire department fittings.

**704.4.3 Termination of monitoring service.** For fire alarm systems required to be monitored by the *International Fire Code*, notice shall be made to the fire code official whenever alarm monitoring services are terminated. Notice shall be made in writing by the provider of the monitoring service being terminated.

**704.5 Fire department connection.** Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be

indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the *Fire Code Official*.

**704.5.1 Fire department connection access.** Ready access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or movable object. Access to fire department connections shall be approved by the *Fire Code Official*.

**Exception:** Fences, where provided with an access gate equipped with a sign complying with the legend requirements of Section 912.5 of the *International Fire Code* and a means of emergency operation. The gate and the means of emergency operation shall be approved by the *Fire Code Official* and maintained operational at all times.

**704.5.2 Clear space around connections.** A working space of not less than 36 inches (914 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height shall be provided and maintained in front of and to the sides of wall-mounted fire department connections and around the circumference of free-standing fire department connections.

~~**704.1.1 Automatic sprinkler systems.** Inspection, testing and maintenance of automatic sprinkler systems shall be in accordance with NFPA 25.~~

~~**704.2**~~ **704.6 Smoke alarms.** A minimum of one *approved* single-station or multiple-station smoke alarm, supplied from an *approved* power source is required as follows:

**One or two family dwellings:** A smoke alarm shall be installed in each sleeping room, outside each sleeping area in the immediate vicinity of the *bedrooms* and on each additional *story* of the dwelling, including *basements* but not including crawl spaces and uninhabitable attics.

**Dwellings or dwelling units with split levels and without an intervening door between the adjacent levels:** A smoke alarm installed on the upper level shall suffice for the adjacent lower

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level provided that the lower level is less than one full *story* below the upper level.

**Use Group R-1:** A smoke alarm shall be installed in each sleeping room and the immediate vicinity of the sleeping rooms and in every room in the path of the *means of egress* from the sleeping area to the door leading from the *sleeping unit*.

**Use Groups R-2, R-3, R-4 and I-1.** Single or multiple-station smoke alarms shall be installed and maintained in *Use Groups R-2, R-3, R-4* and *I-1* regardless of *occupant load* at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of *bedrooms*.
2. In each room used for sleeping purposes.
3. In each *story* within a *dwelling unit*, including *basements* but not including crawl spaces and uninhabitable attics. In *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full *story* below the upper level.

Smoke alarms shall be required on every *story* and *basement* in all residential *dwelling units*.

Smoke alarms shall be required in the common areas of the building serving more than one *dwelling unit*.

All smoke alarms must be placed so that a minimum decibel level of 70 dB can be heard in all occupied spaces of the unit when the smoke alarm is sounded.

**704.2.1 704.6.1 Smoke detector maintenance.** It shall be the responsibility of the property *owner* or *person-in-charge* to provide a functioning smoke detector at the beginning of each lease period. *Tenants* are responsible to maintain the smoke detector in a functional condition at all times after starting *occupancy*. Removal of the battery or power source from a smoke detector, making the detector inoperable, or tampering with the detector in any way, is a *violation* of this code and subjects that *person* to the *violation* penalties.

**704.2.2 704.6.2 Installation near cooking appliances.** Smoke alarms shall not be installed in the following locations unless this would prevent placement of a smoke alarm in a location required by other sections of this code.

1. Ionization smoke alarms shall not be installed less than 20 feet (6096 mm) horizontally from a permanently installed cooking appliance.
2. Ionization smoke alarms with an alarm-silencing switch shall not be installed less than 10 feet (3048 mm) horizontally from a permanently installed cooking appliance.
3. Photoelectric smoke alarms shall not be installed less than 6 feet (1829 mm) horizontally from a permanently installed cooking appliance.

**704.2.3 704.6.3 Installation near bathrooms.** Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a *bathroom* that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by other sections of this code.

**704.2.4 704.6.4 Power source.** Required smoke alarms shall receive their primary power from the building electrical system and shall be equipped with a battery backup. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

**Exception:** Existing properties with a current rental housing permit prior to the effective date of the municipal adoption of the 2006 International Property Maintenance Code, upon approval, may install tamper resistant battery operated smoke detectors provided that the detector is capable of interconnection as described in Section **704.4 704.6.5**.

**704.2.4.1 704.6.4.1 Smoke alarm circuits.** Smoke alarms required by this code and installed within *dwelling units* shall not be connected as the only load on a branch circuit. Such detectors shall be supplied by branch circuits having lighting loads consisting of lighting outlets in *habitable spaces* in accordance with the *National Electrical Code, NFPA 70*. All smoke alarms shall be listed and installed in accordance with the provisions of this code and the National Fire Alarm Code NFPA-72.

~~704.2.5~~ **704.6.5 Interconnection.** When more than one smoke alarm is required to be installed within an individual *dwelling unit* the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit. Common area smoke alarms (not located within a dwelling or *rooming unit*) shall be interconnected such that the actuation of one common area alarm will cause all of the common area alarms or notification appliances to sound. Interconnection may be accomplished by wireless transmission or other means provided that the method of interconnection is *approved* by the *code official*.

**Exception:** Interconnection is not required within the *dwelling unit* where existing buildings have *dwelling unit* separations and a sprinkler system installed in accordance with the *International Building Code* or *International Residential Code*.

~~704.2.6~~ **704.6.6 Compliance time.** For properties receiving a rental housing permit for the first time after the effective date of the municipal adoption of the 2006 International Property Maintenance Code, compliance with all smoke alarm requirements is required prior to *occupancy*.

~~704.2.7~~ **704.6.7 Smoke detection system.** Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single- and multiple-station smoke alarms and shall comply with the following:

1. The fire alarm system shall comply with all applicable requirements in Section 907 of the *International Fire Code*.
2. Activation of a smoke detector in a dwelling or *sleeping unit* shall initiate alarm notification in the *dwelling* or *sleeping unit* in accordance with Section 907.5.2 of the *International Fire Code*.
3. Activation of a smoke detector in a *dwelling* or *sleeping unit* shall not activate alarm notification appliances outside of the *dwelling* or *sleeping unit*, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.5 of the *International Fire Code*.

**704.7 Single- and multiple-station smoke alarms.** Single- and multiple-station smoke alarms shall be tested and maintained in accordance with the manufacturer's instructions. Smoke alarms that do not function shall be replaced. Smoke alarms shall be replaced not more than 10 years from the date of manufacture marked on the unit, or shall be replaced if the date of manufacture cannot be determined.

~~704.6~~ **704.8 Fire extinguishers.** Rental housing buildings or units of *Use Group R-2, R-3, R-4* and One and Two Family Dwellings shall have one 2.5-pound type ABC (1-A:10-B:C) portable fire extinguisher placed in the kitchen area of each *dwelling unit*. In *Use Group R-1* and *R-2 Rooming Houses* and *Fraternities*, a 5-pound type ABC fire extinguisher with a minimum 2A rating shall be provided in corridors, those provided in other areas shall be in accordance with the International Fire Code.

**Exception.** Disposable fire extinguishers that are UL listed and meet the requirements of NFPA 10 shall be *approved* for use as listed, but in no way more than 6 years from the date of manufacture. These disposable extinguishers are exempted from the requirements to be inspected annually by a 3<sup>rd</sup> party trained individual. It is the responsibility of the property *owner* to inspect the extinguisher annually, certifying that the extinguisher is in good working condition and that the extinguisher is charged and ready for use. The individual inspecting the extinguisher shall permanently affix the date that the inspection occurred and the initials of the inspector to the extinguisher.

**Exception.** In B, M, S, and U occupancies with a gross *tenant* area less than 500 sf are not required to provide a fire extinguisher in the *tenant* space provided the travel distance to the closest fire extinguisher is within 75 feet and that access is provided to the *tenant* without the use of keys or special locking mechanisms any time that the building is occupied.

~~704.6.1~~ **704.8.1 Fire extinguisher maintenance.** All fire extinguishers shall be inspected and maintained annually in accordance with NFPA 10, the Standard for Portable Extinguishers. Inspections of fire extinguishers must be conducted by a certified extinguisher technician as defined by the Pennsylvania Fire Equipment Distributors (PAFED) or the National Fire Equipment Distributors (NAFED) specifications, or equivalent as *approved* by the *code official*.

**704.7 704.9 Maintenance of fire protection systems.** All fire protection systems (automatic fire alarms, manual fire alarms, sprinkler systems, fire extinguishers and automatic fire extinguishing systems) shall be tested and maintained in accordance with the NFPA standards specific to the type of system. The *Owner* is responsible for inspecting and maintaining these systems.

Failure to maintain a fire protection system in an operable condition at all times and complete the required inspections is a *violation* of this code and subject to the provisions of Sections ~~106.3~~ 107.3 and ~~106.3.1~~ 107.3.1 and the *owner* is exempt from the notification requirements of Section ~~107~~ 108.

**704.8 704.10 Tampering.** Any *person* tampering or interfering with the effectiveness of a smoke detector, emergency lighting, exit signs, fire extinguisher, sprinkler system, suppression system, alarm system, or anyone obstructing a fire exit or propping open a fire door or compromising any other life safety aspects of the *structure*, shall be in *violation* of this code and subject to the provisions of Sections ~~106.3~~ 107.3 and ~~106.3.1~~ 107.3.1 and the *person(s)* are exempt from the notification requirements of Section ~~107~~ 108.

**704.9 704.11 Fire safety certification.**

1. At the beginning of each lease period and at least annually thereafter, the *Owner* shall provide all *tenants* on the lease with a signed certification that all fire extinguishers, smoke alarms, and carbon monoxide detectors where required are in working condition. It shall be the responsibility of the *tenant(s)* to verify that the life safety equipment, smoke alarms, and carbon monoxide detectors where provided are in working condition and the fire extinguisher is inspected and charged, sign the certification and return it to the landlord. All *tenants* on a lease shall sign the Certification. The *Owner* shall maintain the original Certification Document and make it available to the *Code Official* upon request.
2. Any *tenant* or *Owner* failing to execute the Certification shall be in *violation* of this section and subject to the penalties set forth in Section 106.3. Neither the *Owner* nor the *tenant(s)* shall be responsible for the failure of any other party to execute the Certification.

3. In addition to the *Tenant* Notification requirements contained in Section 803.3, the *Owner* shall provide the *tenant* with instruction on how to report deficiencies with these fire safety systems.

At any time during the lease period when the *Code Official* finds that tampering has occurred as set forth in Section ~~704.8~~ 704.10 of this Chapter, it shall be a *violation*.

**Exception:** The *tenant* has to report a deficiency to the *owner's* agent or maintenance number immediately after the deficiency is detected or if the system is malfunctioning.

**~~704.9.1~~ 704.11.1 Certification verification.** Any time the *Code Official* discovers a deficiency with a smoke detector or fire extinguisher the *owner*, upon 24-hours notification of such deficiency, shall provide a copy of the Fire Safety Certification to the *Code Official*. If the Certification is provided and the *tenants* have previously signed the form or have been provided with a copy, the *tenants* are considered in *violation* and will be issued a penalty in accordance with Section ~~106.3~~ 107.3 or ~~106.3.1~~ 107.3.1.

If the *Owner* cannot provide the affidavit within 24 hours the *Owner* is then considered in *violation* and will be issued a penalty in accordance with the afore referenced sections.

**~~704.10~~ 704.12 Fire alarm monitoring.** Existing fire alarm systems that were installed prior to the enactment of the *Uniform Construction Code of Pennsylvania*, that are not supervised to notify the fire department without delay must be indicated as a Local Alarm, and have a sign that instructs *occupants* to call 9-1-1 to report the fire alarm. Systems installed after the enactment of the Uniform Construction Code of Pennsylvania must remain supervised and may not delay the notification to the fire department unless *approved* in writing by the *Code Official*.

Modifications and repairs of fire alarm monitoring systems that involve the replacement of the FACP/FACU (fire alarm control panel/fire alarm control unit) are required to monitor/electronically supervise in accordance with requirements of the *Uniform Construction Code of Pennsylvania*.

## SECTION 705 DECORATIVE MATERIALS

**705.1 Decorative material.** Overhead decorative material such as, but not limited to, burlap, fish netting, plastic, or other similar combustible or flammable material shall not be suspended from the ceiling of any building unless it is certified to be flame resistant. Where documented certification of flame resistance is not provided, the *code official* shall require the *owner*, to remove the decorations, or to subject decorative materials, to a field test in accordance with Chapter 10 of NFPA 701 at the cost of the *owner*.

**705.2 Encroachment.** In no way shall any decorative material cover or be installed in a way that may hamper or adversely affect an automatic sprinkler system, alarm system, or any other fire safety feature.

## SECTION 706 SPRINKLERS IN FRATERNITY AND SORORITY HOUSES

**706.1 Sprinklers required.** An automatic sprinkler system, meeting the requirements of NFPA 13 (Standard for the installation of sprinkler systems) or 13R (Standard for the installation of sprinkler systems in residential occupancies up to and including 4 stories in height) is required to be installed in each *fraternity/sorority house*.

**706.2 Compliance period.** Existing *fraternity/sorority houses* shall come into compliance with Section 706.1 on or before September 1, 2008. If an existing building is converted to a *fraternity/sorority house*, compliance with Section 706.1 shall be required prior to *occupancy*. If prior to the compliance deadline an existing *fraternity/sorority house* undergoes renovations at a cost exceeding 50 percent of the building's taxable value, the building shall be required to comply with Section 706.1 prior to final inspection of renovations.

New *fraternity/sorority houses* shall be required to comply with Section 706.1 before a certificate of *occupancy* is issued for the building.

## SECTION 707 LABELING

**707.1 Labeling required.** Doors into all locked rooms that contain building utilities shall be identified with a plainly visible and legible sign.

These letters and numbers shall contrast with their background. Printing shall be Arabic numerals or alphabet letters. Letters and numbers shall be a minimum of 2 inches (51 mm) high with a minimum stroke width of 0.25 inch (6.3 mm). This includes, but not limited to electrical, utility, sprinkler, fire alarm and mechanical rooms.

## SECTION 708 FIRE SAFETY PERMITS

**708.1 Fire safety program license.** The fire safety program license is the same as a fire safety permit, fire permit, operational permit, fire certificate, and fire certificate of *occupancy* for the purposes of this document.

**708.2 Permit Fees.** The fire safety program license fee shall be established by resolution of the *Municipality*. Fire safety program license fees are determined using a formula which is based on size and risk of the establishment. The program license fee schedule and operational permit fees may be amended, as needed, by resolution of the *Municipality*.

**708.3 Required.** No *person*, firm, business, association, or corporation shall operate a place of assembly, business, educational facility, factory, high-hazard facility, institution, mercantile establishment, hotel, motel, residential care or assisted living facility, or storage facility; or rent such space to another until such a *person*, firm, business, association, or corporation has been issued a fire safety program license by the *code official*. The fire safety program license shall be posted in a conspicuous place on the *premises* and a photo static copy maintained by the property *owner*.

The *owner* of the property is required to obtain and maintain the fire safety program license prior to *occupancy* of the space.

If the use of the space changes the *code official* is to be notified in writing within 5 calendar days so an inspection can be conducted and determine code compliance prior to *occupancy*.

In addition, an operational permit is required for all operations set forth in the following uses:

**708.3.1 Carnivals and fairs.** A permit is required to conduct a carnival or fair.

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7. Borough of Bellefonte

**708.3.2 Explosives.** An operational permit is required for the manufacture, storage, handling, sale or use of any quantity of *explosives, explosive materials*, fireworks or pyrotechnic special effects that are not otherwise regulated by State or Federal permit.

**708.3.3 Open burning.** An *open burning* permit is required for the kindling or maintaining an open fire.

Exception: *Recreational fires* conducted more than 25 feet (7620 mm) away from a *structure* or combustible material or conditions which could cause a fire to spread within 25 feet (7620 mm) of a *structure* and portable outdoor fireplaces used in accordance with the manufacturer's instructions and operated more than 15 feet (3048 mm) of a *structure* or combustible material. Unless excluded or permits required under other municipal regulation.

**708.3.4 Fire alarm system.** A permit is required for systems, which transmit alarm signals off site.

**708.3.5 Tents and other temporary structures.** A permit is required to erect and operate from any tent or temporary *structure* in excess of 200 square feet, and for canopies in excess of 400 square feet.

**708.3.6 Common area license.** Any multi-family residential *structure* where the units are solely *owner* occupied and are owned by two or more unrelated individuals, shall be required to have a valid fire safety program license for the common areas not contained within a given *dwelling unit*.

**708.4 Transfer.** The fire safety program license is not transferable and is only valid for a specific *tenant, occupant*, franchisee, business, or legal entity, and if the occupying entity changes, a new fire safety program license shall be applied for within 5 calendar days of the change occurring.

**708.5 Permit application.** Applications for permits shall be made to the Centre Region Code Administration Office on forms furnished by said office.

**708.6 Issuance or refusal.** The *code official* shall issue a fire safety license to the applicant upon proof that all of the following requirements have been satisfied:

1. The *structure* complies with the provisions of this code and all other applicable codes and/or ordinances;
2. A proper fire safety program license fee has been submitted.

**708.7 Renewal.** Fire Safety Program Licenses shall be renewed annually, on or before the permit expiration date of each year. A Fire Safety Program License shall become null and void upon permittee's failure to submit the required or proper annual Fire Safety Program License fee. No reduction shall be made for fractional yearly permits.

After 90 calendar days of lapsation or non-payment the fire safety program license is considered willfully abandoned.

#### **708.7.1 Fire safety program license**

**abandonment.** Once a fire safety program license has been willfully abandoned a fire safety program license must be obtained prior to renting or offering the unit or *structure* for rent in accordance with this code. This unit or *structure* must comply with all provisions of this code in accordance with a first-time fire safety program license application.

**708.8 Late fee.** A late fee charge equal to \$10 per unpaid permit/license shall be imposed after the date of permit payment due, and every 30 days thereafter.

**708.9 Applications.** Applications for Fire Safety Program Licenses and applications for the renewal of Fire Safety Program License shall be filled out completely and accurately including addresses, **email address**, and telephone numbers for both the *owner(s)*, and *tenant*. The Fire Safety Program License shall not be issued or renewed if an application does not contain all required information.

**708.9.1 Contact address.** The contact addresses provided to the Centre Region Code Administration in accordance with Section 802.8 must be a valid address for the receipt of United States mail and shall be checked by the *owner* on a regular basis not to exceed 1 week.

**708.9.2 Telephone number.** The telephone numbers provided to the Centre Region Code Administration in accordance with Section 708.9 must be a valid telephone number capable of receiving and recording voice mail at all times. This number is considered the emergency contact number for this individual. A response to a voice

mail left on this number by a representative of the *Municipality* or the Centre Region Code Administration shall be returned or responded to within 3 hours.

**708.9.3 E-Mail address.** A valid e-mail address for the owner shall be provided to the Centre Region Code Administration. The e-mail address shall not be considered an emergency contact and response to an e-mail left at this address by a staff member of the Centre Region Code Administration and shall be responded to within 48 hours.

**708.10 Display and ownership.** The Fire Safety Program License shall be made available by the *owner/operator* within 24 hours upon a request by any party or may be displayed. The issuance of a Fire Safety Program License to an *owner/operator* shall constitute consent for an inspection. The Fire Safety Program License is and shall remain the property of Centre Region Code Administration.

## SECTION 709 INSPECTIONS

**709.1 Regular inspection frequency.** The *code official* shall establish, by written regulation, frequency or re-inspection for all properties with a fire safety program license. The re-inspection shall be based upon a classification of hazards associated with the use or *occupancy* of all establishments. Such periods shall be not less than every 5 years and shall cause re-inspection of all establishments to be made in accordance with the established classification.

## SECTION 710 KEY BOX CONTENTS AND MAINTENANCE

**710.1 Key box placement.** A regionally selected (Knox brand) key box will be required for all new and existing buildings that have a monitored fire alarm system and/or sprinkler system and will be mounted using the following criteria as guidance. The *code official* will have the determination where the key box is mounted:

1. The key box will be installed within six feet of the entry door located at the main entrance, or a door located on the address side of the building if the main entrance is not located on the address side.
2. A Knox brand sticker will be placed on all grade level keyed doors for which keys are

provided on all elevations of the building. This is to indicate the presence of the Box.

3. For buildings that have a utility room that is only accessible from the exterior, but serves more than one *tenant* – the key box will be located at the main entrance. The door will be identified and Knox brand stickers will be placed on all keyed *tenant* doors for which keys are provided.
4. For buildings that have an interior utility room that is accessible by a *tenant* space, but serves other *tenant* areas, the key box will be located at the address side of the *tenant* space.
5. The keys required in the key box are those necessary to reach the sprinkler valve, alarm panel, electrical room, elevator penthouse, access to the *roof*, alarm panel control access, and fire department elevator control. Other keys are encouraged, including master keys or swipe cards.

**Exception:** A key box may not be required for a constantly attended building where staff has access to items 2 through 8 in Section 710.2.

**710.2 Key box contents.** The Knox Box will contain a Centre Region Code Administration generated card that contains the following minimum building data, where applicable:

1. Inventory of all keys stored in the box
2. Sprinkler valve location
3. FDC location
4. FACP location
5. Electrical room location
6. Elevator control room location
7. Door code
8. Critical *tenant*/building data
9. Date last updated

## SECTION 711 PORTABLE FIRE EXTINGUISHERS

**711.1 Where required.** Portable fire extinguishers shall be installed in the following locations.

1. In new and existing Group A, B, E, F, H, I, M, *R-1*, *R-2*, *R-4* and S occupancies.

**Exception:** In new and existing Group A, B and E occupancies equipped throughout with quick response sprinklers, portable fire

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extinguishers shall be required only in locations specified in Items 2 through 6.

2. Within 30 feet (9144 mm) of commercial cooking equipment.
3. In areas where flammable or *combustible liquids* are stored, used or dispensed.
4. On each floor of *structures* under construction, except Group *R-3* occupancies, in accordance with Section 1415.1 of the International Fire Code.
5. Where required by the sections indicated in Table 906.1 of the International Fire Code.
6. Special-hazard areas, including but not limited to laboratories, computer rooms and generator rooms, where required by the *fire code official*.
7. Rental housing buildings or units of Use Group *R-2* and *R-3*, as defined by the *International Building Code*, shall have a 2.5-pound ABC (1-A, 10-BC)-type portable fire extinguisher placed in the kitchen area of each *dwelling unit*. In non-sprinklered use group *R-2* *fraternity and sorority houses*, a 5-pound ABC type with 2A rating portable fire extinguisher shall also be provided in corridors located in accordance with NFPA 10.
8. In temporary *structures* where cooking operations are being conducted involving combustible cooking media, the minimum of one 6 liter Class K portable fire extinguisher shall be provided and ready for use in the vicinity of the cooking equipment. The maximum distance that can be protected by a single extinguisher is 25 feet (7620 mm), unobstructed.

## SECTION 712 FIRE DEPARTMENT CONNECTION CAPS AND THREADS

**712.1 Threads.** All threads provided for fire department connections to sprinkler systems, standpipe systems, yard hydrants, or any other fire hose connection shall be National Standard Hose thread with a maximum size of 2.5 inches (63.5 mm) per inlet. For residential suppression systems, based on flow requirements 1.5 inch (38.1 mm) hose

connections with National Standard Hose thread may be used.

**Exception:** For all non-residential suppression systems in the Borough of Bellefonte, 5 inch Storz Connections shall be provided.

**712.2 Knox brand locking caps.** A locking Knox brand locking cap will be required for the new installation of fire sprinkler or stand-pipe systems. Existing installations will be required to install a Knox brand locking cap when another type of cap or cover is broken or missing. If the *owner* maintains the existing systems the Knox brand caps will not be required.

**712.3 Non visible fire department connections.** Fire Department Connections that are not readably visible from the street address side of the building shall be made visible or provide *approved* sign(s) to direct the fire department to this location. A metal sign with raised letters at least 2 inch (51 mm) in size with minimum stroke width 0.25 inch (6.3 mm). Such signs shall read: AUTOMATIC SPRINKLERS or STANDPIPES or TEST CONNECTION or a combination thereof as applicable with proper directional indication.

## SECTION 713 ASSEMBLY OCCUPANCY

**713.1 General.** All spaces that are permitted by the Centre Region Code Administration as Assembly A-2 *Occupancy Group*, as defined by the *International Building Code*, and have a permitted maximum *occupancy* level equal to or exceeding 100 *persons*, shall comply with the requirements of Sections 713.2 and 713.3.

**713.2 Maximum occupancy level.** The *owner*, manager, *person* of authority, staff member, or duly authorized individual working the door and controlling the inflow of patrons shall know and be able to verbally provide to the *Code Official* the maximum *occupancy* level of the assembly area when requested.

**713.3 Actual occupancy level.** The *owner*, *person* of authority, staff member, or duly authorized individual working the door and controlling the inflow of patrons shall know and verbally provide to the *Code Official* the actual *occupancy* level of the assembly area including staff with an accuracy of plus or minus 5 percent of the maximum *occupancy* of the assembly area when requested.

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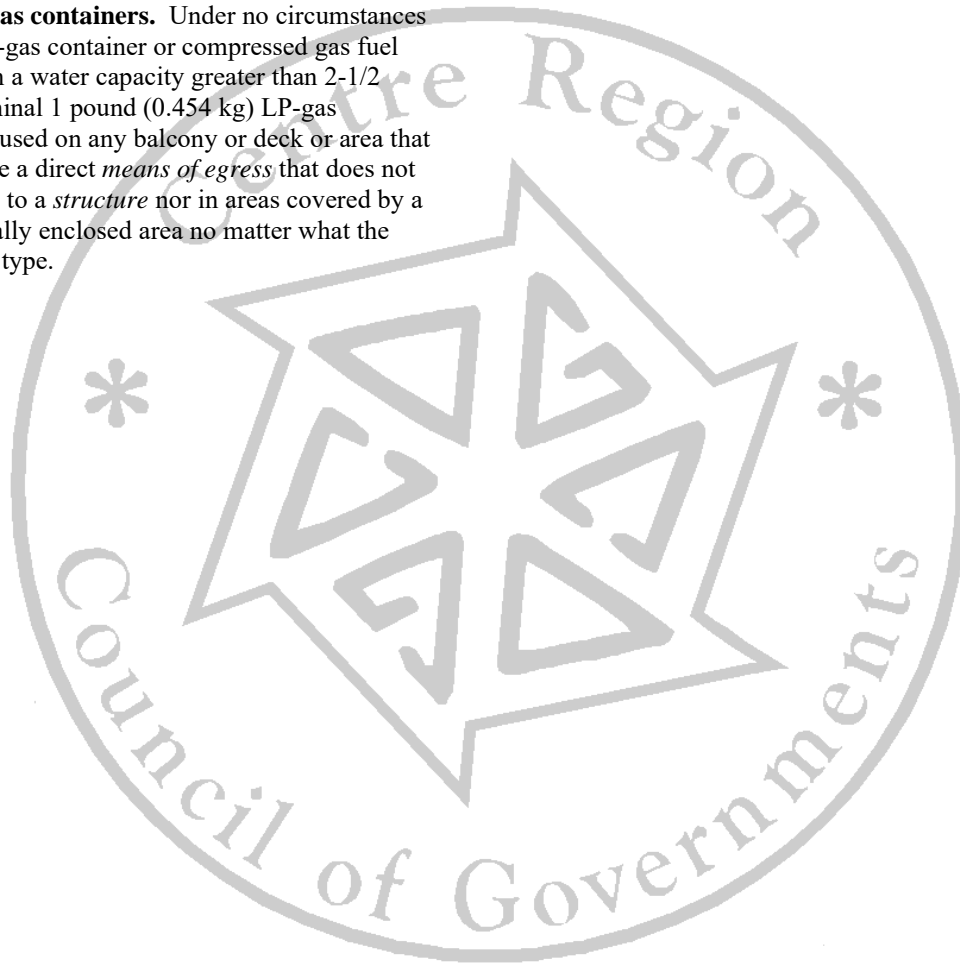
1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College; 7. Borough of Bellefonte

**SECTION 714  
OPEN FLAME COOKING DEVICES**

**714.1 Open-flame cooking devices.** Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

**Exceptions:** Where buildings, balconies and decks are protected by an *automatic sprinkler system*.

**714.2 L-P Gas containers.** Under no circumstances shall any LP-gas container or compressed gas fuel cylinder with a water capacity greater than 2-1/2 pounds [nominal 1 pound (0.454 kg) LP-gas capacity] be used on any balcony or deck or area that does not have a *direct means of egress* that does not require entry to a *structure* nor in areas covered by a *roof* or partially enclosed area no matter what the construction type.



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## CHAPTER 8 RENTAL HOUSING PERMITS

### SECTION 801 GENERAL

**801.1 Scope.** The provisions of this chapter shall govern the issuance, refusal, and maintenance of rental housing permits for the *municipality*.

### SECTION 802 HOUSING PERMIT

**802.1 Permit required.** No *person*, firm, or corporation shall operate or rent to another, or provide for residential *occupancy* for XX or more consecutive days with or without compensation, any *dwelling unit* or *rooming unit* until a housing permit has been issued by the *code official*.

*Tourist Homes* and *Bed and Breakfasts* are required to obtain a rental housing permit in accordance with this section prior to *occupancy* regardless of duration of stay unless originally permitted as a *Use Group R1* under the *Uniform Construction Code of Pennsylvania* or its predecessor codes at the time of construction or change of *occupancy*. These *structures* shall obtain a fire safety program license in accordance with Chapter 7 of this code.

**Note:** for Section 802, XX is defined as the following in the respective *municipality*:

- 1 – Borough of Bellefonte
- 1 – College Township
- 1 – Ferguson Township
- X – Halfmoon Township
- 30 – Harris Township
- 7 – Patton Township
- 7 – Borough of State College

**Exceptions:** When as part of a property sales agreement, the owner of an owner-occupied single-family residential property negotiates a post-settlement agreement to stay in the property after the transfer of ownership to the purchaser, for a maximum of 180 days, the property is not required to have a rental housing permit.

**802.1.1 Occupancy prior to permit issuance.** *Occupancy* of any rental property prior to permit issuance is a *violation* of this code. In addition

to the imposition of the penalties herein described, the *code official* is authorized to issue field fines of \$300 per day. Each day that a *violation* continues after due notice has been served, in accordance with the terms and provisions hereof, shall be deemed a separate offense. Any *person*, firm, or corporation violating this section is exempt from the notification requirements set forth in Section ~~107~~ 108. Failure to pay the fine, in full, to the Centre Region Council of Governments (COG) within 10 days of issuance will result in legal action in accordance with Section ~~106.3~~ 107.3. *Violations* of this section can be appealed to the Director of Code Administration within 7 calendar days of issuance.

**802.2 Permit application.** Applications for permits shall be made to the Centre Region Code Administration Office on forms furnished by said office.

**802.2.1 Floor plan.** All permit application shall be accompanied by a floor plan of the proposed rental space including plan dimensions.

**802.3 Issuance or refusal.** The *code official* shall issue a housing permit to the applicant upon proof that all of the following requirements have been satisfied:

1. Zoning use permit has been issued for the purpose for which it will be used;
2. The *structure* complies with the provisions of this code and all other applicable codes and/or ordinances;
3. A proper housing permit fee has been submitted.

**802.4 Renewal.** Housing permits shall be renewed annually, on or before the permit expiration date of each year. A housing permit shall become null and void upon permittee's failure to submit the required or proper annual rental housing fee. No reduction shall be made for fractional yearly permits.

At the time of permit renewal the *Person-in-Charge* information shall be updated by the property *owner* or *person-in-charge*.

**802.5 Late fee.** A late fee charge equal to 20% of the permit fee per unpaid unit shall be imposed after the date of permit payment due, and every 30 days thereafter.

**802.6 Transferability.** Housing permits shall be transferable upon change of ownership, providing the permitted use has not changed. The new *owner* or designated *operator* is required to promptly notify the Code Administration Office upon change of ownership within 15 calendar days of said transfer.

**802.7 Reserved.**

**802.8 Applications.** Applications for rental housing permits and applications for the renewal of rental housing permits shall be filled out completely and accurately including addresses, **email addresses**, and telephone numbers for both the *owner(s)*, and *person-in-charge*. The rental housing permit shall not be issued or renewed if an application does not contain all required information.

**802.8.1 Contact address.** The contact addresses provided to the Centre Region Code Administration in accordance with Section 802.8 must be a valid address for the receipt of United States mail and shall be checked by the *owner* or *person-in-charge* on a regular basis not to exceed 1 week.

**802.8.2 Telephone number.** The telephone numbers provided to the Centre Region Code Administration in accordance with Section 802.8 must be a valid telephone number capable of receiving and recording voice mail at all times. This number is considered the emergency contact number for this individual. A response to a voice mail left on this number by a representative of the *Municipality* or the Centre Region Code Administration shall be returned or responded to within 3 hours. A response to a voice mail left on this number by a *tenant* shall be returned or responded to within 3 hours.

**802.8.3 E-Mail address.** A valid e-mail address for the owner and person-in-charge shall be provided to the Centre Region Code Administration. The e-mail address shall not be considered an emergency contact and response to an e-mail for the *owner* or *person-in-charge* by a

staff member of the Centre Region Code Administration *municipality* or *tenant* and shall be responded to within 48 hours.

**802.9 Rental housing permit fee.** The rental housing permit fee shall be established by resolution of the *Municipality*. The rental housing permit fee may be amended, as needed, by resolution of the *Municipality*.

**802.10 Display and use.** The housing permit shall be made available by the *owner/operator* within 24 hours upon a request by any party or may be displayed. The issuance of a housing permit to an *owner/operator* shall constitute consent for an inspection. The housing permit is and shall remain the property of Centre Region Code Administration.

## SECTION 803 PERSON-IN-CHARGE

**803.1 Person-In-Charge.** All *owners* of *residential rental property* shall designate a *person-in-charge* for each of their residential properties. The *code official* shall be notified in writing as to who the *person-in-charge* is and of any changes to information required by this code within 3 calendar days.

**803.2 Maintenance.** The *person-in-charge* shall maintain all rental property under their control in compliance with the *occupancy* limits, as specified in the Zoning Ordinance of the *Municipality*. Further, the *person-in-charge* shall notify the *owner* of rental property of any and all *violations* issued against said property by the *code official*.

**803.3 Tenant notification.** The *person-in-charge* shall be required to distribute to each *tenant*, information regarding the following requirements, including reference to any ordinances. A signed copy of this form or proof of form delivery shall be maintained by the *person-in-charge* and shall be made available to the *tenant, code official, or municipality* upon request:

1. Maximum *occupancy* for the *residential rental property*;
2. Maximum number of *persons* who can reside in the rental property;
3. If the property is a student home;
4. Regulations regarding dogs (if present);

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7. Borough of Bellefonte

5. Regulations regarding property maintenance;
6. Regulations regarding refuse, parking, weeds and removal of snow and ice from sidewalks;
7. Information on the handling of recyclable materials;
8. Specific information regarding the State College Division of Health and Neighborhood Services and the Centre Region Code Administration including:
  - a. Basic property maintenance code requirements.
  - b. Appropriate department to contact if a problem continues after notifying the landlord.
  - c. Contact information for both the Centre Region Code Administration and the State College Division of Health and Neighborhood Services, to include telephone numbers, hours of operation, e-mail addresses, and website address.
  - d. Copies of all ordinances and regulations associated with the State College Borough Nuisance Property Ordinance or successor ordinance and copies of Section 805, and 806 of this code.
11. Notification in writing of all scheduled inspections a minimum 7 calendar days prior to the scheduled inspection date **and one calendar day prior to re-inspections;**
12. Notice of regulations regarding *roof occupancy* and possible penalties;
13. **Notice of regulations regarding *interior furniture* and possible penalties;**
14. Notice of regulations regarding unsanitary conditions in rental properties and regulations regarding and possible penalties.
15. **Notice of information regarding tenants rights as published by the *Municipality*.**
16. **Notice of information regarding fire-safety as published by the *Municipality*.**
17. **For units where the *tenant* is responsible for payment of utilities (electricity, natural gas, propane, fuel oil, water, etc.), the *owner* shall make available to the *tenant* the prior 24 months of utility costs prior to signing the lease agreement. The *tenant* is responsible for providing utility cost information to the *owner* within 60 days of the receipt of the bill from the utility.**

Contents of the *tenant* information material shall be developed by the *Municipality* and made available in electronic format to property *owners* and managers to distribute. *Tenant* information shall be in writing and shall be separate from any written lease. *Tenant* information shall be distributed annually.

Exception: For municipalities other than the Borough of State College, the contact information shall be for the applicable municipal office, the applicable health officer, and the Centre Region Code Administration. Ordinance and code information shall be the locally adopted ordinances that pertain to rental housing and the maintenance of the property including but not limited to litter and refuse.

9. **Signed copy of the** fire safety certification in accordance with Section 704.9;
10. Regulations regarding tampering with fire protection equipment.

**803.4 Annual inspections.** Once a property has failed to obtain a *satisfactory rental housing inspection* and is required to be inspected annually per Section ~~104.2.1~~ 105.2.1, the *person-in-charge* for the property shall personally accompany the inspector on all inspections of that property until the property is no longer subject to the annual inspection requirements. If the *person-in-charge* fails to show for the inspection, the inspector shall reschedule the inspection and a *no-show fee* shall be assessed.

**803.5 Owner notification.** The *person-in-charge* shall be required to notify the *property owner* with the same requirements as those for *tenants* of the property. Notification shall be in writing and may be by United States Mail, email, or personal delivery.

## SECTION 804 RENTAL HOUSING PERMIT SUSPENSION FOR OUTSTANDING VIOLATIONS AND IMMINENT HAZARD

**804.1 Imminent hazard.** Whenever an imminent hazard to community health, safety, or welfare exists

at a property, the *Code Official* is authorized and empowered to order and require any *structure* on the property vacated within 10 days from the date of the order. At the end of the 10 days, a notice shall be posted at each entrance to the *structure(s)* stating that *occupancy* of the *structure* is unlawful and any *person* occupying the *structure* will be prosecuted. The Centre Region Building and Housing Code of Appeals shall schedule a hearing with the property *owner* and *tenant* within 10 calendar days from the date of the order. The purpose of the hearing will be to review the vacation order with the property *owner* or an authorized representative and *tenant*, and to establish an abatement plan.

**804.2 Outstanding violations.** The *Code Official* may revoke the rental housing permit when a *violation* of this code has not been corrected after a period of 90 calendar days.

#### **804.3 Suspension Procedures.**

**804.3.1 Notification.** The Centre Region Code Administration shall notify the property *owner* and *PERSON-IN-CHARGE* of a suspension by written notice sent by a method that provides proof of delivery or delivered and posted on the *structure* in *person*. The notice shall advise the property *owner* of the property address, the effective dates of the suspension, the reason for the suspension, the effect of the suspension on the property, penalties that can be imposed for *violation* of the suspension, and appeal rights and procedures.

**804.3.2 Term of suspension and effective date.** The effective date of a suspension shall commence on the first day following expiration of the lease or leases in force provided such lease or leases are not for more than a 1-year period. When there is no lease in force or when the lease or leases are for periods greater than one year, suspension shall commence upon the first day following the annual permit renewal date. The initial length of a suspension shall be for 6 months. The term of any subsequent suspension occurring within 5 years following the effective date of the first suspension shall be 12 months.

**804.4 Appeal procedure for suspension initiated by the code official.** Appeals of suspension initiated by the *Code Official* shall be heard by the Centre Region Building and Housing Code Board of Appeals in accordance with the procedures established for appeals to that Board, as referenced in Section ~~111~~ 112. The Board of Appeals is

empowered to sustain, withdraw, or modify the suspension.

~~**Exception:** Appeals of suspension by the *Code Official* in the Borough of Bellefonte shall be heard by the Bellefonte Housing Code Board of Appeals in accordance with the procedures established for appeals to that Board, as referenced in Section 111. The Board of Appeals is empowered to sustain, withdraw, or modify the suspension.~~

#### **804.5 Appeals to the Court of Common Pleas.**

Appeals by the property *owner* or Centre Region Code Administration of the Centre Region Building and Housing Code Board of Appeals decision shall be made to the Court of Common Pleas.

**804.6 Effect of suspension.** While under suspension, the residential unit subject to suspension shall be secured and vacated.

### **SECTION 805 RENTAL HOUSING PERMIT SUSPENSION FOR ZONING VIOLATIONS**

**805.1. General.** The rental housing permit of any 1-family dwelling, 1-family dwelling with an apartment unit or 2-family dwelling within the Borough shall be suspended whenever two or more zoning offenses, as described in Section 805.2, occur within any 4-year period. The 4-year period shall commence upon the date of the first enforcement notice or, in the event such notice is appealed, upon the date that a final determination in favor of the *Municipality* is made by either the Zoning Hearing Board or court of competent jurisdiction.

**805.2 Definitions.** For the purposes of Section 805, 1-family dwelling, 1-family dwelling with a single apartment unit, and 2-family dwelling refer to housing classifications described and used in the State College Zoning Ordinance, Chapter XIX, Borough's Codification of Ordinances, Ordinance 559, as amended.

**Exception:** Those properties that are not located in the Borough of State College for Section 805 shall use the definitions contained in the municipal zoning regulations that are in place in that *municipality*.

**805.3 Applicable offense.** An offense shall count towards suspension whenever a *violation* has been determined to have occurred at the property by a

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zoning officer and the landowner was sent a *violation* notice pursuant to Section 616.1, *Enforcement Notice*, as provided for in the Pennsylvania Municipalities Planning Code. In the event such notice is appealed, the *violation* shall count towards suspension whenever the Zoning Hearing Board or court of competent jurisdiction rules in favor of the *Municipality*.

**805.4 Additional notification requirements.** In addition to the requirements contained in the Pennsylvania Municipalities Planning Code, the enforcement notice shall inform the landowner that any subsequent *violation* of the zoning regulations for *occupancy* or student home use that occurs within 4 years of the date of the current notice will result in suspension of the rental housing permit for the subject property with the consequence that the rental unit cannot be occupied during the term of the suspension.

**805.5 Self-reported complaints.** Self-reported complaints filed by the property owner, property manager, or *person-in-charge* that result in an enforcement notice being sent by the *municipality* shall not count towards the suspension of the rental housing permit provided the *municipality* has not already discovered the *violation* or a 3<sup>rd</sup> party has not already made a complaint about the property prior to the self-reported complaint. The property owner, property manager, or *person-in-charge* shall provide proof that they attempted to correct the *violation* but has found the *violation* still exists. Self-reported complaints shall not be used as an expectation or opportunity to avoid enforcement action by the *municipality*.

**805.6 Reserved.**

**805.7 Effect of concurrent violations.** When an over *occupancy violation* and student home *violation* occur concurrently, the two *violations* shall count as only one offense towards suspension. Another *violation* of either or both that occurs within any 4-year period following the first preceding *violation* shall constitute a basis for suspension.

**805.8 Offenses.** For the purpose of this suspension provision, offenses are *violations* of the following two sections of the Borough's Zoning Ordinance, Chapter XIX, Borough's Codification of Ordinances, Ordinance 559, as amended:

**Exception:** Those properties that are not located in the Borough of State College shall use the

municipal zoning regulations that are in place in that *municipality*.

**805.8.1 Occupancy.** Refers to regulations for use of 1- and 2-family homes under Section 501.1(3).

**805.8.2 Student home.** Refers to regulations for use of 1- and 2-family homes under Section 501.1(6).

**Exception:** Those properties that are not located in the Borough of State College for this Section *Occupancy* and Student Home shall be defined as contained in the municipal zoning regulations that are in place in that *municipality*.

**805.9 Suspension Procedures.**

**805.9.1 Notification.** The *municipality* shall notify the property owner and *PERSON-IN-CHARGE* of a suspension by written notice sent certified mail or delivered in *person*. The notice shall advise the property owner and *PERSON-IN-CHARGE* of the property address, the effective dates of the suspension, the reason for the suspension, the effect of the suspension on the property, penalties that can be imposed for *violation* of the suspension, and appeal rights and procedures.

**805.9.2 Term of suspension and effective date.** The effective date of a suspension shall commence on the first day following expiration of the lease or leases in force provided such lease or leases are not for more than a 1-year period. When there is no lease in force or when the lease or leases are for periods greater than one year, suspension shall commence upon the first day following the annual permit renewal date. The initial length of a suspension shall be for 6 months or date when the property is no longer considered a Nuisance Property with respect to this code, whichever is longer. The term of any subsequent suspension occurring within 5 years following the effective date of the first suspension shall be 12 months or date when the property is no longer considered a Nuisance Property with respect to this code, whichever is longer.

**805.9.3 Effect of additional points.** Should additional points accumulate against the property, during the time a rental housing permit is suspended or under consent agreement, the *violation(s)* shall be considered to be a detriment to the health, safety, and welfare of the Community. The property shall be deemed a nuisance property

in violation of the Centre Region Building Safety and Property Maintenance Code. The *owner*, *person-in-charge* or the *tenant(s)* or either of them as the case may be shall be held responsible as determined by culpability. In the event that responsibility for the *violation(s)* cannot be determined, the property *owner* shall be held responsible and subject to the penalties provided for in this Section. In addition, the permit suspension shall be extended by 6 months.

1. A fine up to \$500.00 for each point shall be assessed for *violations* which are one (1) point *violations*.
2. For police incidents resulting in criminal prosecution, and/or for *violation* of the fire code which are two (2) point *violations*, a fine of \$500.00 to \$1000.00 shall be assessed.
3. A fine of \$1,000.00 shall be assessed for police incidents resulting in criminal prosecution which are three (3) point *violations*.

This section may be modified by the consent agreement if *approved* by the *Municipal Manager*.

**805.10 Effect of suspension.** While under suspension, the residential unit subject to suspension shall be secured and vacated.

**805.11 Defense.** When *tenants* are culpable for *violations* resulting in a suspension notice, the property *owner* may request a stay of suspension proceedings by providing written evidence of the initiation of eviction proceedings against culpable *tenants*. If *tenants* are evicted, the property *owner* may request termination of the suspension proceedings. If suspension has been stayed, but the *tenants* are not evicted, suspension proceedings can be reinstated by the *municipality*.

**805.12 Consent agreement and stay of suspension.** The *Municipal Manager* is empowered during the course of an administrative inquiry on suspension of a rental housing permit to enter into a consent agreement with the landowner. The consent agreement may set forth steps and conditions designed to bring the property into compliance with Municipal Ordinances and to maintain the property in a proper manner so that it ceases to be a Nuisance Property. In conjunction with the consent agreement, the *Municipal Manager* may stay the effective date of

the suspension to afford the landowner an opportunity to complete the steps as set forth in the agreement and to comply with any further conditions outlined in the agreement. If during the stay, a *violation* of the consent agreement occurs or additional points accrue, the stay shall be immediately lifted and the suspension reinstated.

As part of the consent agreement, the *Municipal Manager* is authorized to require that additional penalties, financial or point based be included in the agreement for failure to comply with the terms of the agreement.

**805.13 Appeal procedure for suspension.** Any affected landowner may appeal a suspension notice by first filing an appeal to the *Municipal Manager*. All appeals must be filed in writing within 15 calendar days of receipt of the suspension notice. The *Municipal Manager* shall hold an administrative inquiry within 30 calendar days of receiving the landowner's appeal, and shall notify the landowner of the date, time, and location of the administrative inquiry. Following the conclusion of the inquiry, the *Municipal Manager* is empowered to take any of the following actions:

1. Sustain the suspension.
2. Overturn the suspension upon a finding that proper procedure was not followed or that the available evidence does not support suspension.
3. Stay or terminate the suspension pursuant to Section 805.11, Defense for Eviction Proceedings.
4. Enter into a consent agreement with the landowner and stay the effective dates of the suspension pursuant to Section 805.12 Consent Agreement.

The *municipality* may charge an administrative fee to recover the costs of conducting the administrative inquiry. These fees shall be set by municipal resolution.

**805.14 Appeals to the Rental Housing Revocation Appeals Board (RHRAB).** An affected property *owner* may appeal any adverse decisions or determinations made by the *Municipal Manager* to the RHRAB. The appeal shall be filed, in writing, within 15 calendar days of receipt of the *Municipal Manager's* decision. The RHRAB shall notify the

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appellant of the date, time, and location of the hearing, which shall be held within 30 calendar days of receipt of the request for hearing. The RHRAB is empowered to void, suspend or sustain the *Municipal Manager's* decision. A fee for an appeal will be set by resolution of Municipal Council from time to time.

The *municipality* may charge an administrative fee to recover the costs of conducting the appeal. These fees shall be set by municipal resolution.

**Exception:** For those properties that are not located in the Borough of State College for this Section appeals shall be made to the Centre Region Building and Housing Code Board of Appeals following the same procedure.

~~Exception: For those properties in the Borough of Bellefonte shall be heard before the Bellefonte Housing Board of Appeals in accordance with the procedures set forth in this code.~~

#### **805.15 Appeals to the Court of Common Pleas.**

Appeals by the property *owner* or Borough of the RHRAB's decision shall be made to the Court of Common Pleas.

**Exception:** For those properties that are not located in the Borough of State College for this Section appeals of the *Municipal Manager* or Centre Region Building and Housing Code Board of Appeals shall be made to the Court of Common Pleas.

**Exception:** For those properties that are not located in the Borough of State College for this Section appeals of the *Municipal Manager* or Bellefonte Housing Board of Appeals shall be made to the Court of Common Pleas.

### **SECTION 806 RENTAL HOUSING PERMIT SUSPENSION FOR NUISANCE AND CRIMINAL VIOLATIONS**

**806.1 Conditions for suspension and assignment of points for nuisance and criminal violations.** The rental housing permit for any property within the *Municipality* shall be suspended whenever 10 or more points for offenses have accumulated individually or collectively at the property within a 1-year period and the property *owner* has received required notice. The 1-year (12-month) period is a rolling year, and shall be counted as the 12-month

period that immediately precedes the date of the most recent offense.

**806.2 Assignment of points.** Points for offenses shall be assigned as follows:

1. One (1) point shall be assigned for each offense of the following ordinances as set forth in Section 806.11: property maintenance; refuse; sidewalk obstruction; grass and weeds; dogs; *violations* of Section 302.8, Indoor furniture; unclean and unsanitary condition *violations*; *roof occupancy violations*; and failure to submit a corrective action plan by the deadline when required. These points shall be assigned to a property at the time of issuance of a *violation* notice or citation.
2. Two (2) points shall be assigned for each offense of the following ordinances or statutes as set forth in Section 806.11: noise control ordinance; disorderly conduct; alcohol possession or consumption by a minor; drugs possession; simple assault; harassment; open lewdness; indecent exposure; false alarms; and fire code offenses. Points for fire code offenses listed in Chapter 7 or 9 shall accumulate against a property at the time of issuance of a *violation* notice or citation. Points for the other offenses shall be assigned to a property at the time of adjudication, unless the defendant is acquitted, found not guilty, or the case is withdrawn. Points shall also be assigned to a property if, after being charged, a defendant ignores a citation or criminal complaint and a warrant is issued for the defendant's arrest.
3. Three (3) points shall be assigned for each offense of the following statutes as set forth in Section 806.11: furnishing alcohol to a minor, 6310.1, crimes code; furnishing to a minor, 493, liquor laws; aggravated assault; rape; statutory sexual assault; involuntary deviate sexual intercourse; sexual assault; aggravated indecent assault; and possession with intent to deliver controlled substances or look-alike substances. Points for these offenses shall be assigned to a property at the time of adjudication unless the defendant is acquitted, found not guilty or the case is withdrawn. The points shall also be assigned to a property if after being charged, the defendant ignores the citation or criminal complaint and a warrant is issued for the defendant's arrest.

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4. Five (5) points shall be assigned for operating a rental property without a valid rental housing permit as required in Section 802.

In all cases, if the defendant enters into an alternative adjudication resolution program *approved* by the court, the points associated with that *violation* shall be assigned to the property as of the date of the offence and not the entry into an alternative adjudication program.

When the points are related to an offense is adjudicated in Court, the effective date of the point assignment shall be the date of the offense.

**806.2.1 Multiple violations.** Upon discovery of multiple *violations* at a property, the maximum number of points that can be assigned in a 24-hour period are 3, unless one of the *violations* is operating a rental property without a valid rental housing permit, in which case the maximum number of points can accumulate in a 24-hour period is 8.

**806.2.2 Self-reported complaints.** With the exception of *violations* of the following ordinances: Municipal Waste, Chapter VIII, Part A; Grass and Weeds, Chapter IX, Part C; and Obstructions on Sidewalks, Chapter XVI, Part G of the State College Borough Codification of Ordinances, **and fire and life-safety violations of this code**, self-reported complaints filed by the property *owner*, property manager, *person-in-charge*, a *tenant*, or visitor or guest of a *tenant* of the *premises* that result in prosecution that would otherwise cause points to be assigned to the property shall not count towards suspension provided the State College Borough or *Code Official* or a 3<sup>rd</sup> party has not already discovered the *violation*. Self-reported complaints as described in this section shall not be used as an expectation or opportunity to avoid nuisance property points from being assigned to the property.

**Exception:** For those properties that are not located in the Borough of State College for this Section references to the Borough of State College shall be substituted by the *municipality* where the property is located and ordinances for grass weeds and obstruction of sidewalks substituted.

**806.2.3 Protection for Victims of Abuse or Crime Act:** No points will be assessed in incidents that are covered by the Pennsylvania Protection for Victims of Abuse or Crime Act (53 Pa.C.S. Section 304).

**806.3 Notices required.** Within any 1-year (12-month) period, written notices shall be issued as required below.

1. Prior to suspension of a rental housing permit, the *Municipality* shall provide the *owner* of the subject rental property with a written notice entitled “Problem Property Notice” whenever offenses totaling 5 or more points accumulate at the rental property within any 1-year period. The Problem Property Notice shall list the offenses and state that should 10 or more points accumulate at the rental property, the property shall be deemed a “Nuisance Property” and the rental housing permit shall be suspended. The offenses subject to points are listed in Section 806.11 and the corresponding points are listed in Section 806.2.

Within 15 calendar days of the issuance of the notice, the property *owner* shall schedule a meeting with the *municipality* to discuss the property and initiate the development of a corrective action plan for the property to address the issues at the property and prevent the property from becoming a Nuisance Property. Within 30 calendar days of the issuance of the notice, the property *owner* shall submit a draft corrective action plan to the *municipality* for review.

The *municipality* shall review the corrective action plan within 15 calendar days and provide the property *owner* in writing an approval of the corrective action plan or a written list of deficiencies that need to be addressed in the next submission. The property *owner* shall revise the corrective action plan and resubmit the plan to the *municipality* within 15 working days. All subsequent reviews will follow this same schedule of activities and shall continue until a corrective action plan that is acceptable to the *municipality* is developed, and *approved* by the *municipality*. Once the plan is *approved* by the *municipality*, the plan is binding.

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Failure to submit the corrective action plan by the required deadline will result in additional points being assigned to the property in accordance with Section 806.2 and a \$500.00 fine shall be assigned to the property *owner*.

2. The Problem Property Notice shall inform landowners that a written correction plan is required to be submitted to the *Municipality* within 30 calendar days after receipt of the Problem Property Notice. The written correction plan shall indicate the ways the landowner intends to take control of the property so that it does not become a Nuisance Property.

Failure to submit the corrective action plan by the required deadline will result in additional points being assigned to the property in accordance with Section 806.2 and a \$500.00 fine shall be assigned to the property *owner*.

3. The Problem Property Notice shall inform landowners that they may request an informal meeting with the appropriate Municipal Official, as designated in the notice, to discuss the *violations* and corrective actions intended to prevent the problem property from becoming a Nuisance Property. *Owners* requesting a meeting may appoint someone to represent them so long as their representative is authorized to act on their behalf, including but not limited to entering into agreements.
4. Whenever 10 or more points accrue at a rental property, a permit suspension notice shall be sent to the property *owner* advising that the rental property is now designated a Nuisance Property and the rental permit is suspended.

#### **806.4 Suspension procedures.**

**806.4.1 Notification.** The *Municipality* shall notify the property *owner* of a suspension by written notice sent certified mail or delivered in *person*. The notice shall advise the property *owner* of the property address, the effective dates of the suspension, the reason for the suspension, the effect of the suspension on the property, penalties that can be imposed for *violation* of the suspension, and appeal rights and procedures.

#### **806.4.2 Term of suspension and effective date.**

The effective date of a suspension shall commence on the first day following expiration of the lease or leases in force provided such lease or leases are not for more than a 1-year period. When there is no lease in force or when the lease or leases are for periods greater than one year, suspension shall commence upon the first day following the annual permit renewal date. The initial length of a suspension shall be for 6 months or date when the property is no longer considered a Nuisance Property with respect to this code, whichever is longer. The term of any subsequent suspension occurring within 5 years following the effective date of the first suspension shall be 12 months or date when the property is no longer considered a Nuisance Property with respect to this code, whichever is longer.

**806.4.3 Effect of additional points.** During the time a rental housing permit is suspended, should any additional points accumulate against the property, the permit suspension shall be extended by 6 months.

**806.5 Effect of suspension.** While under suspension, the residential unit subject to suspension shall be secured and vacated.

**806.6 Defense.** When *tenants* are culpable for *violations* resulting in a suspension notice, the property *owner* may request a stay of suspension proceedings by providing written evidence of the initiation of eviction proceedings against culpable *tenants*. If *tenants* are evicted, the property *owner* may request termination of the suspension proceedings. If suspension has been stayed, but the *tenants* are not evicted, suspension proceedings can be reinstated by the *Municipality*.

**806.7 Appeal procedure for suspension.** Any affected landowner may appeal a suspension notice by first filing an appeal to the *Municipal Manager*. All appeals must be filed in writing within 15 calendar days of receipt of the suspension notice. The *Municipal Manager* shall hold an administrative inquiry within 30 calendar days of receiving the landowner's appeal, and shall notify the landowner of the date, time, and location of the administrative inquiry. Following the conclusion of the inquiry, the *Municipal Manager* is empowered to take any of the following actions:

1. Sustain the suspension.

2. Overturn the suspension upon a finding that proper procedure was not followed or that the available evidence does not support suspension.
3. Stay or terminate the suspension pursuant to Section 806.6, Defense for Eviction Proceedings.
4. Enter into a consent agreement with the landowner and stay the effective dates of the suspension pursuant to Section 806.8. Consent Agreement.

The *municipality* may charge an administrative fee to recover the costs of conducting the administrative inquiry. These fees shall be set by municipal resolution.

**806.8 Consent agreement and stay of suspension.**

The *Municipal Manager* is empowered during the course of an administrative inquiry on suspension of a rental housing permit to enter into a consent agreement with the landowner. The consent agreement may set forth steps and conditions designed to bring the property into compliance with Municipal Ordinances and to maintain the property in a proper manner so that it ceases to be a Nuisance Property. In conjunction with the consent agreement, the *Municipal Manager* may stay the effective date of the suspension to afford the landowner an opportunity to complete the steps as set forth in the agreement and to comply with any further conditions outlined in the agreement. If during the stay, a *violation* of the consent agreement occurs or additional points accrue, the stay shall be immediately lifted and the suspension reinstated.

As part of the consent agreement, the *Municipal Manager* is authorized to require that additional penalties, financial or point based be included in the agreement for failure to comply with the terms of the agreement.

**806.9 Appeal to the Rental Housing Revocation Appeals Board (RHRAB).** An affected property *owner* may appeal any adverse decisions or determinations made by the *Municipal Manager* to the RHRAB. The appeal shall be filed, in writing, within 15 calendar days of receipt of the *Municipal Manager's* decision. The RHRAB shall notify the appellant of the date, time, and location of the hearing, which shall be held within 30 calendar days of receipt of the request for hearing. The RHRAB is empowered to void, suspend or sustain the *Municipal*

*Manager's* decision. A fee for an appeal will be set by resolution of Municipal Council from time to time.

The *municipality* may charge an administrative fee to recover the costs of conducting the appeal. These fees shall be set by municipal resolution.

**Exception:** For those properties that are not located in the Borough of State College for this Section appeals shall be made to the Centre Region Building and Housing Code Board of Appeals following the same procedure.

**Exception:** For those properties in the Borough of Bellefonte shall be heard before the Bellefonte Housing Board of Appeals in accordance with the procedures set forth in this code.

**806.10 Appeal to the court of common pleas.**

Appeals by the property *owner* or Borough of the RHRAB's decision shall be made to the Court of Common Pleas.

**Exception:** Those properties that are not located in the Borough of State College for this Section appeals of the *Municipal Manager* or Centre Region Building and Housing Code Board of Appeals shall be made to the Court of Common Pleas.

**Exception:** For those properties that are not located in the Borough of State College for this Section appeals of the *Municipal Manager* or Bellefonte Housing Board of Appeals shall be made to the Court of Common Pleas.

**806.11 Offenses.** For purposes of this ordinance, offenses are those as set forth in the following ordinances or statutes:

**806.11.1 Refuse.** Refers to Garbage, Refuse, and *municipal solid waste* regulations enforced by the Health Department pursuant to Chapter VIII, State College Borough's Codification of Ordinances, Part A, Section 101, et seq. as amended.

**806.11.2 Property maintenance (interior and exterior).** Refers to regulations for the maintenance of residential property as generally enforced by the Centre Region Code Administration, pursuant to this code with the exception of Chapter 9 (Fire Code) as adopted by Chapter IV, State College Borough's Codification of Ordinances.

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**806.11.3 Sidewalk obstruction.** Refers to regulations for clearing snow, ice, and other obstructions from sidewalks pursuant to Chapter XVI, State College Borough's Codification of Ordinances, Part G, Section 701, et seq, as amended.

**806.11.4 Noise.** Refers to the enforcement of the Noise Control Ordinance, Chapter V, State College Borough's Codification of Ordinances, Part A, Section 101, et seq, as amended *by Ordinance 1987*.

**806.11.5 Vegetation.** Refers to enforcement of grass and weeds pursuant to Chapter IX, State College Borough's Codification of Ordinances, Part C, Section 301, et seq, as amended.

**806.11.6 Disorderly conduct.** Refers to enforcement by Law Enforcement of Section 5503, Crimes Code, Act of Dec. 6, 1972, P.L. 1482, No. 334.

**806.11.7 Drugs and possession with intent to deliver.** Refers to enforcement by Law Enforcement of The Controlled Substance, Drug, Device and Cosmetic Act, of April 14, 1972, P.L. 233, No. 64, as amended.

**806.11.8 Alcohol.** Refers to possession or consumption by a minor pursuant to Section 6308, Crimes Code, Act of Dec. 6, 1972, P.L. 1482, No. 334, or Furnishing Liquor or Malt or Brewed Beverages to Minors, pursuant to Section 6310.1, Crimes Code, Act of March 25, 1988, P.L. 262, No.31, or Furnishing to a Minor, Section 493, Liquor Laws, Act of April 12, 1951, P.L. No. 90, as amended.

**806.11.9 Dogs.** Refers to enforcement of dog offenses pursuant to Chapter II, State College Borough's Codification of Ordinances, Part A, Dogs, ~~Section 101~~ Sections, 101, 103 & 106. Including PA Dog Laws, Title III, 459-305 & 459 - 502, et seq, as amended.

**806.11.10 Fire Code.** Refers to regulations for the prevention of fires at rental properties as adopted in Chapter 9 (Fire Code) of this code as adopted by Chapter IV, State College's Borough's Codification of Ordinances.

**806.11.11 Simple Assault.** Refers to enforcement by the Law Enforcement of Section 2701, Crimes Code, Act 172(1).

**806.11.12 Aggravated Assault.** Refers to enforcement by Law Enforcement of Section 2702, Crimes Code, Act 132 (3).

**806.11.13 Harassment.** Refers to enforcement by Law Enforcement of Section 2709, Crimes Code, Act 218(1).

**806.11.14 Open Lewdness.** Refers to enforcement by Law Enforcement of Section 5901, Crimes Code.

**806.11.15 Sexual Assault.** As enumerated in the Crimes Code referring to enforcement by Law Enforcement of Sections: 3121, Rape, Act 226 (1.1); 3122.1, Statutory Sexual Assault; 3123, Involuntary Deviate Sexual Intercourse, Act 226 (1.1); 3124.1, Sexual Assault; 3125, Aggravated Indecent Assault, Act 226 (1.1); 3126, Indecent Assault; 3127, Indecent Exposure.

**806.11.16 False Alarms.** The fourth false alarm or greater as detailed in **Chapter 11 of this code Part D, Section 403 of the State College Borough Codification of Ordinances.**

**806.12 Assignment of points for offenses.** The assignment of points for offenses, as set forth in Section 806.11. of this ordinance, shall apply towards suspension of the rental housing permit for any 1-family house, duplex, multiple-family *dwelling unit, rooming unit, or fraternity/sorority house*, as the case may be, in accordance with the following schedule:

1. 1-Family House or Fraternity / Sorority House: Points shall be assigned to the property whenever an offense occurs anywhere on the property, including sidewalks within or along the boundary of the property, provided such offense is caused by a *tenant* or a guest at the property. Points for offenses committed by the property *owner* shall be assigned to the property.
2. 2-Family (Duplex), Multiple-Family or Rooming Unit: Points for offenses that occur within an individual dwelling or *rooming unit* shall apply to that unit. Points for offenses committed by a *tenant* or guest shall apply to the *tenant's* dwelling or *rooming unit*. Points

for offenses committed by the property *owner* shall be assigned to the property in general.

## SECTION 807 STUDENT HOME LICENSE

### 807.1 General provisions.

**807.1.1 Scope.** This Part shall require the licensing of all student homes

**807.1.2 Purpose.** The regulation, inspection and licensing of student homes is intended to:

1. Protect the health, safety, and welfare of *persons* affected by or subject to the provisions of this Chapter;
2. Ensure that *owner(s)* of a student home, *persons-in-charge*, and *tenants* are informed of, and adhere to, all applicable code provisions governing the use and maintenance of student homes;

**807.1.3 Administration.** The Planning Department, as directed by the Borough Manager, shall be responsible for ensuring the equitable and effective administration of this Section.

**807.1.4 Student home defined.** For the purposes of this Part, a student home is any property that meets the definition of student home in the State College Borough Zoning Ordinance.

**807.2. Rental housing permits required for student homes.** No student home shall be leased or occupied for rental purposes, in whole or in part, by any *person* unless it is first in compliance with the provisions of every section of this section. *Occupancy* of any dwelling by any *person* other than or in addition to the *owner* of record shall be presumed to require a rental housing permit issued by the Borough of State College.

#### 807.2.1 Student home license application.

Applications for a student home license shall be submitted to Borough of State College Planning Department on forms provided by the Borough. The forms shall be signed by the *owner* or, if the *owner* is a corporation, an authorized agent of the corporation. Applications that do not contain all required information will be rejected by the Borough of State College.

**807.2.2 Issuance or denial of a student home license.** A student home license shall be issued by

the Borough of State College upon proof that all of the following requirements have been satisfied:

1. A complete application for a license has been submitted;
2. All requirements for student home use in Chapter XIX of the State College Borough Codification of Ordinances have been met;
3. The structure has been inspected by the Borough of State College and complies with all applicable provisions of Chapter XIX of the State College Borough Codification of Ordinances;
4. The correct student home license fee has been submitted;
5. The applicant has provided documentation to the Borough of State College that all owners of record of real property adjacent to the proposed student home have been notified of the receipt of the student home license application;
6. The applicant has provided documentation to the Borough of State College that the neighborhood association, if any, whose boundaries encompass the real property of the owner(s) of record have been notified.

**807.2.3 Student home license renewal.** Student home licenses shall be renewed annually on or before the permit expiration date of each year. A student home license become null and void upon licensee's failure to submit the required or proper annual student home license fee. No reduction shall be made for fractional yearly licenses.

**807.2.4 Late fee.** A late fee charge equal in amount to the required permit fee per unpaid unit shall be imposed after the date of permit payment due, and every 30 days thereafter.

**807.2.5 Transferability.** Student home licenses shall be transferable upon change of ownership, providing the use permitted and licensed has not changed. The new owner or designated operator is required to notify the State College Borough Planning Department within 5 business days of the change of ownership.

**807.2.6 Applications.** Applications for student home licenses, and applications for the renewal student home licenses shall be filled out completely and accurately including addresses, and telephone numbers, and email address for both the *owner(s)*, and *person-in-charge*. The student home license shall not be issued or renewed if an application

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does not contain all required information. Applications for initial student home licenses and for student home license renewals shall contain all of the information required in Section 807.

**807.2.7 Contact address.** The contact address provided to the Borough of State College in accordance with Section 807 must be a valid address for the receipt of United States mail and shall be checked by the *owner* or *person-in-charge* on a regular basis.

**807.2.8 Telephone number.** The telephone number provided to the Borough of State College in accordance with Section 807 must be a valid telephone number capable of receiving and recording voice mail at all times. This number is considered the emergency contact number for this individual. A response to a voice mail left on this number by a representative of the *Municipality* shall be returned or responded to within 3 hours. A response to a voice mail left on this number by a tenant shall be returned or responded to within 3 hours.

**807.2.9 E-Mail address.** A valid e-mail address shall be provided to the Borough of State College in accordance with section 807. The e-mail address shall be considered an emergency contact and response to an e-mail left at this address by a staff member of the Borough of State College or *tenant* shall be responded to within 48 hours.

**807.2.10 Student Home License fee.** The student home license fee shall be established by resolution of the *municipality*.

**807.2.11 Display and use.** The student home license shall be made available by the *owner/operator* within 24 hours upon a request by any party or may be displayed. The issuance of a student home license to an *owner/operator* shall constitute consent for an inspection. The student home license is and shall remain the property of the Borough of State College.

### **807.3 Student home license.**

**807.3.1 Student Home License.** A license will not be *approved* for a student home use unless property complies with all applicable requirements for student home use expressed in Chapter XIX or for which a certificate of nonconformity has been *approved* by the Borough of State College.

### **807.4 Applications for student home licenses.**

**807.4.1 Application.** Applications for a student home license shall be submitted to the State College Borough Planning Department.

**807.4.2 Registered student homes.** All student homes currently registered with the Borough of State College are eligible to receive a student home license upon completion and submission by the *owner* of an application for an initial student home license.

#### **807.4.3 Existing unregistered student homes.**

The *owners* of any existing student homes not registered with the Borough of State College as of the effective date of this code must provide documentation that the unregistered student home is eligible to receive a zoning permit or certificate of nonconformity. A zoning permit or certificate of nonconformity must be issued before a student license can be issued by the *municipality*. The Borough of State College has the right to request additional documentation to assist in their determination. Any appeal of this section or in relation to the issuance or denial of a zoning permit or certificate of nonconformity shall be made to the State College Borough Zoning Hearing Board in accordance with the municipal zoning ordinance.

After issuance of a zoning permit or certificate of nonconformity, existing unregistered student homes have 90 calendar days to complete the license process.

#### **807.4.4 Initial application form and contents.**

The student home license application shall be made on forms provided by the State College Borough Planning Department. The forms shall be signed by the *owner* or, if the *owner* is a corporation, an authorized agent of the corporation.

#### **807.4.5 Renewal application form and contents.**

An application for the renewal of a student home license shall be made on forms provided by the Borough of State College or its agent. An application for a license renewal shall be signed by the *owner* and contain the same information as an initial application unless the *owner* certifies there have been no changes from the previous application, in which case information on the previous application may be incorporated by reference into the application for license renewal.

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**807.4.6 New owner application form and contents.** An application for the new *owner* or prospective new *owner* of a previously or currently licensed student home shall be made of forms provided by the Borough of State College.

**807.5. Inspection of student homes.**

**807.5.1 Initial student home license inspection.** Within 60 calendar days following the acceptance of an application for an initial student home license and issuance of a zoning permit or certificate of nonconformity, the proposed student home shall be inspected for compliance with the requirements of the State College Borough Zoning Ordinance.

**807.5.1.1 Scheduling of Inspections.** *Owners* and *Person-in-Charge* shall be notified of inspections in accordance with the following:

1. Prior to conducting an inspection for student home license application the Borough of shall give the *owner* and *person-in-charge* reasonable notice by first class mail sent to the address on file. The notice shall contain the date and time of the inspection.
2. The *owner* or *person-in-charge* must be present at all inspections.

**807.5.2 Renewal inspection.** Notice of inspections for the renewal of student home licenses shall follow the procedures in Section 807.5.1.1.

**807.5.3 Additional inspections.** When any *violations* of the State College Borough Zoning Ordinance are found during an inspection said inspection shall not be considered to have been completed until the State College Planning department determines that all *violations* have been corrected or that a satisfactory schedule has been provided by the property *owner* for the correction of the *violations*. The State College Planning Department may require such additional inspections as deemed necessary to determine that all *violations* have been corrected.

**807.5.4 Notice of violations.** The property *owner* and *person-in-charge* shall be promptly notified in writing of the existence of any *violations* found during an inspection of a property. For purposes of this subsection, "*violation*" shall mean any distinct *violation* of the State College Borough Zoning Ordinance

This notice shall either be sent by first class mail to the address(s) for the *owner* and *person-in-charge* contained in the rental unit license application, renewal application or reinstatement application or delivered to the *owner* or *person-in-charge* in *person*. The notice shall contain all information required by the applicable notice of *violation* sections of the State College Borough Zoning Ordinance, as appropriate. All *violation* notices shall provide a reasonable time limit within which the *violations* must be corrected.

**807.5.5. Additional inspections.** In addition to the initial or renewal inspections, inspections may be scheduled on one or more of the following bases:

1. By area, such that all student homes in a predetermined geographical area will be inspected simultaneously, or within a short period of time.
2. By written complaint, such that written complaints of *violations* will be inspected within a reasonable time.
3. By recurrent *violations*, such that any covered student home which has been found to have a high incidence of recurrent or uncorrected *violations* will be inspected more frequently.
4. For the purpose of re-inspection to ensure the correction of any *violations* in existence at a previous inspection.

**807.5.6. Notice of Additional Inspections.** For any inspection authorized by this article or other codes and ordinances, other than an initial or renewal inspection, the Borough shall attempt to give the *owner* and the *person-in-charge* reasonable notification of the date and time of the inspection unless probable cause exists to believe the lack of notice is necessary for the appropriate conduct of an investigation.

**807.5.7. Inspection authorization.** An application for a student home license shall authorize the entry upon and inspection of the *premises* at all reasonable times as required by this Part to the extent permitted by law. The failure of an *owner* to permit an inspection of the rental unit after notice is given shall constitute a withdrawal of the rental unit license application and a reason for denial of an application.

**807.5.8. Inspection reports.** A copy of all inspection reports shall be mailed to the *tenants*.

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**807.6. Standard student home license provisions.**

A student home license shall show the following:

1. The date of issuance and expiration date;
2. The maximum number of *persons* who may occupy the student home;
3. The tax parcel identification number, street address and unit number of the student home;
4. Notification that the student home license is subject to the imposition of terms and conditions, suspension, summary suspension, or revocation based upon failure to comply with the applicable requirements of the State College Borough Code;
5. The name, telephone number, postal address, email address of the *owner* and the *person-in-charge*;
6. The type of the student home license;
7. Any requirements or restrictions imposed by the Borough of State College on the license pursuant to this Part or Chapter XIX of the Borough of State College Codification of Ordinances.

**807.8. Appeals.** Any decision by the State College Planning Department Director regarding the approval, approval with conditions, or denial of a student home license may be appealed to the State College Borough Manager within 21 days from the date the State College Planning Department mails, by first class mail, notice of the State College Planning Department Director’s action to the appellants.

**807.8.1 Appeals of the State College Borough Manager.** Appeals of the decision of the State College Borough Manager on any appeal of an action by the State College Planning Director shall be to the court of competent jurisdiction.

**Section 807.8.2 Effect of appeal.** Except for an appeal from an emergency rental unit license suspension order, appeals to the State College Borough Manager shall operate to stay any order or action until a decision is reached. A stay shall not relieve an *owner* of any obligation to correct any property maintenance code *violations*; to schedule any licensing inspection or re-inspection; to cooperate with *code officials* to facilitate any complaint investigation; or to pay any licensing, inspection or re-inspection fee.

**807.9 Enforcement.**

**807.9.1 Maximum licensed occupancy.** No *owner*, *person-in-charge*, or *person* occupying any

student home licensed under this chapter shall knowingly, or under circumstances where the *owner*, *owner’s* legal agent, or *person* in charge should have known, allowed the student home to be occupied by more than the number of *persons* permitted by the student home license. Each day that a *violation* exists shall constitute a separate offense.

**807.9.2 Occupancy without a license.** No *person* shall occupy, and no *owner* or *person-in-charge* shall allow a *person* to occupy, a student home unless a license applicable to the student home has been issued and remains in effect. Each day that a *violation* exists shall constitute a separate offense.

**807.9.3 Occupancy of nonhabitable space.** No *person* shall occupy for sleeping purposes, and no *owner* or *person-in-charge* shall allow a *person* to occupy for sleeping purposes, the nonhabitable spaces, as defined in the Centre Region Building Safety and Property Maintenance Code, of a student home. Each day that a *violation* exists shall constitute a separate offense.

**807.9.4 False statements.** No *person* shall knowingly make any false statement or provide any false information on a rental unit license application to any employee of the Borough of State College or other authorized *person* in relation to any investigation of a *violation* of this Part.

**807.9.5 Coercive conduct.** No *person* shall coerce, threaten, or intimidate any *person* into failing to report, or as a result of reporting, a *violation* of the State College Borough Codification of Ordinances, or to waive any rights established by law.

**807.9.6 Transfer of complaint inspection fees.** No *owner* or *Person-in-Charge* shall transfer or attempt to transfer fees imposed for complaint inspections to the *tenant* making the complaint unless the *owner* or *owner’s* legal agent was not given a reasonable opportunity to repair the *violation* prior to the complaint or the *tenant* was responsible for the *violation* which gave rise to the complaint.

**Section 807.10. Penalty.** Any *person* who shall violate any of the provisions of this ordinance shall, on conviction thereof, be sentenced to pay a fine of not more than \$500.00 for the first offense in any calendar year and not more than \$1000.00 for the second and subsequent offenses in any calendar year plus all costs. Upon failure to pay such fine and

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costs, to imprisonment for not more than 30 days. Each day's continuance of a *violation* of any provision of this ordinance shall constitute a separate offense.

**807.11. Severability.** If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.



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## CHAPTER 9 FIRE CODE

### SECTION 901 SCOPE

**901.1 Scope.** These regulations shall adopt the *International Fire Code 2009-2018 edition*, in its entirety as amended herein, and be known as the Fire Code of the *Municipality* including the adoption of the provisions contained in **Appendix B, Fire- Flow Requirements for Buildings, Appendix C, Fire Hydrant Locations and Distribution, Appendix D, Fire Apparatus Access Roads, and Appendix J, Emergency Responder Radio Coverage** as mandatory provisions. Chapters and sections will be in accordance with the text of the ~~IFC-2009~~ IFC-2018.

**901.2 Fire safety program license.** The fire safety program license is the same as a fire safety permit, fire permit, operational permit, fire certificate, and fire certificate of *occupancy* for the purposes of this document.

### SECTION 902 AMENDMENTS

**902.1 Permit required.** Section [F]307.2 is amended to read as follows:

**[F]307.2 Permit required.** A permit shall be obtained from the *code official* in accordance with Section 105.6 prior to any *open burning*. Application for such approval shall only be presented by and issued to the *owner* of the land or the *owner's* representative upon which the fire is to be kindled.

**902.2 Permit required.** Section [F]307.2.2 is added to read as follows:

**[F]307.2.2 Construction waste.** Burning of Municipal or construction waste is strictly prohibited. All Municipal or construction waste shall be properly disposed in accordance with local or state regulations.

**902.3 Permit required.** Section [F]315.3.1 is amended to read as follows:

**[F] 315.3.1 Storage beneath overhead projections from buildings.** The outdoor storage,

display and handling of combustible materials including but not limited to overstuffed furniture, under eaves, canopies, porches, or other projections or overhangs is prohibited.

**902.4 Scope.** Section [F]401.1 is amended to read as follows:

**[F]401.1 Scope.** When required by the *Fire Code Official*, the reporting of emergencies, coordination with emergency response forces, emergency plans and procedures for managing or responding to emergencies shall comply with the provisions of this Chapter.

**902.5 Emergency services directional signage.** Section [F]511 is added to read as follows:

### SECTION 511 EMERGENCY SERVICES DIRECTIONAL SIGNAGE

**902.6 General.** Section [F]511.1 is added to read as follows:

**[F]511.1 General.** The requirements of this section pertain to all building complexes of two or more buildings where the complex is served by a private network of streets, alleys, lanes, roads, *cartways*, and or drives.

**902.7 Requirement.** Section [F]511.2 is added to read as follows:

**[F]511.2 Requirement.** When the *cartway* reaches an intersection with two or more options for continuation of the travel path, a sign conforming to the requirements of Sections 511.3 through 511.8 shall be installed so that it is clearly visible and can be read by all traffic entering the intersection.

**902.8 Weather resistance.** Section [F]511.3 is added to read as follows:

**[F]511.3 Weather resistance.** Signs shall be weather resistant and be maintained until replaced by permanent signs.

**902.9 Dimensions.** Section [F]511.4 is added to reads as follows:

**[F]511.4 Dimensions.** The minimum dimension of the sign shall be based on the information required in Section 511.7 with a minimum of a 4 inch (101.6 mm) clear border on all sides.

**902.10 Installation.** Section [F]511.5 is added to reads as follows:

**[F]511.5 Installation.** Signs shall be installed and maintained in accordance with the design requirements of the *International Building Code*. The sign shall be installed such that the bottom of the sign is a between 48 inches (1219 mm) and 54 inches (1372 mm) above the grade.

**902.11 Color.** Section [F]511.6 is added to reads as follows:

**[F]511.6 Color.** Signs shall be constructed in such a way that the background color is white with all lettering and directional arrows being a reflective red material.

**902.12 Required information.** Section [F]511.7 is added to reads as follows:

**511.7 Required information.** Signs shall include all building numbers or names or ranges of building numbers, accessible from that *cartway*, and directional arrows directing emergency responders to that building from this location following the most efficient path of travel. All address numbers shall be Arabic numbers or alphabetical letters. All numbers and letters shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). All directional arrows shall be a minimum of 12 inches (305 mm) in overall length with a minimum of a 4 inch (101.6 mm) long by 2 inch (50.8 mm) wide head and minimum stroke width of 0.5 inches (12.7 mm).

**902.13 Excluded content.** Section [F]511.8 is added to reads as follows:

**[F]511.8 Excluded content.** Any information not required by Section 511.7 is specifically excluded from this sign.

**902.14 Labeling required.** Section [F]509.1.1 is added to reads as follows:

**[F]509.1.1 Labeling required.** Doors into all rooms that contain building utilities shall be identified with a plainly visible and legible sign. These letters and numbers shall contrast with their background. Printing shall be Arabic numerals or alphabet letters. Letters and numbers shall be a minimum of 2 inches (51 mm) high with a minimum stroke width of 0.25 inch (6.3 mm). This includes, but not limited to electrical, utility, sprinkler, fire alarm and mechanical rooms.

**902.15 Implementation.** Section [F]J101.3 is added to reads as follows:

**[F]J101.3 Implementation.** *Structures* whose initial fire safety program license issuance date was after to August 1, 2010 shall comply with the provisions of Appendix J prior to the issuance of the fire safety program license. *Structures* whose initial fire safety program license issuance date was prior to August 1, 2010, shall comply with the requirements of Appendix J prior to August 1, 2021.

**902.16 Monitoring.** Section [F]907.7.5 is amended to read as follows:

**[F]907.7.5 Monitoring.** Fire alarm systems required by this chapter or by the *International Building Code* shall be monitored by an *approved* supervising station in accordance with NFPA 72.

**Exception:** Monitoring by a supervising station is not required for:

1. Single- and multiple-station smoke alarms required by Section 907.2.11 less than five stories in height.
2. Smoke detectors in Group I-3 occupancies.
3. *Automatic sprinkler systems* in one- and two-family dwellings.

**[F]907.7.5.1 Automatic telephone-dialing devices.** Automatic telephone-dialing devices used to transmit an emergency alarm shall not be connected to any fire department telephone number unless *approved* by the *fire chief*.

# CHAPTER 10

## WELLS AND BOREHOLES

### SECTION 1001 GENERAL

**1001.1 General.** The purpose of this Chapter is to protect the quality of the ground-water resources of the Spring Creek Watershed. Within the Watershed, ground water supplies 99% of the public and private water use. Improper construction of wells and boreholes can provide short-circuit flow pathways for surface and subsurface contaminants to impact ground-water quality. This Chapter sets forth standards for the construction of wells and boreholes that are not otherwise regulated.

**1001.2 Scope.** The scope of this Chapter applies to the construction, modification, alteration, termination, and abandonment of all wells and boreholes that penetrate more than 20 feet (6096 mm) below grade, including but not limited to domestic water supply wells, geothermal heat system wells and/or boreholes, geotechnical borings, test borings, agricultural wells, irrigation wells, commercial wells, industrial wells, etc. The following are exempt from the requirements of this Chapter:

1. Wells and/or boreholes associated with water supply wells for public water systems (defined by the Pennsylvania Department of Environmental Protection as consisting of at least 15 service connections or regularly serving no fewer than 25 individuals daily at least 60 days out of the year).
2. Horizontal geothermal heat exchangers constructed in pits, trenches, ditches, or in horizontal directional borings.
3. Monitoring wells whose construction and operation is overseen by the Pennsylvania Department of Environmental Protection.
4. Borings (such as shot holes, exploratory borings, etc.) at a mining site associated with mining activities whose construction and operation are overseen by the Pennsylvania Department of Environmental Protection.

5. Utility trenches.
6. Foundations, pilings, and other soil and/or bedrock penetrations which are an integral part of building construction.
7. Normal routine maintenance and minor repairs to keep a well or borehole in good working order.
8. Wells that are completed and fully operational as of the effective date of this code.

### SECTION 1002 DEFINITIONS

**ABANDONED WATER SUPPLY WELL.** A water supply well, the regular use of which has been discontinued for a period of one year or more, or which is in such a state of disrepair that continued use for the purpose of obtaining ground water is impracticable, or which has been replaced by a new well or public water supply.

**ALTERATION.** Any action which necessitates entering a well with drilling tools; treating a well to increase yield, altering the physical *structure* of depth of the well; blasting; removal or replacement of well casing.

**ANNULAR SPACE.** The space between two (2) cylindrical objects, one of which surrounds the other, such as the space between a drill hole and a casing pipe.

**ANSI.** American National Standards Institute.

**API.** American Petroleum Institute.

**APPROVED GROUT.** Neat cement, cement plus bentonite, bentonite, bentonite plus silica sand, or low-permeability sealing material as *approved* for use by the *Code Official*. *Approved* grout is to be mixed and applied according to manufacturer's specifications (e.g., water content and viscosity) for use in grouting wells and/or geothermal boreholes.

**AQUIFER.** A geologic formation, group of formations, or part of a formation that contains

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sufficient saturated permeable material to yield significant quantities of water to wells and springs.

**ASTM.** American Society for Testing and Materials.

**BACK SIPHONAGE.** The flowing back of used, contaminated or polluted water from a plumbing fixture or vessel or other sources into a potable water supply pipe due to negative pressure in such pipe.

**BENTONITE.** A highly plastic, colloidal clay composed largely of the mineral montmorillonite.

**BORING/BOREHOLE.** A penetration of soil and, or rock that is augered, drilled, cored, bored, washed, driven, dug, jetted, or otherwise constructed which is generally cylindrical in shape and whose diameter is generally smaller than its depth of penetration.

**BRIDGING MATERIAL.** Solids added to a drilling fluid to bridge across the pore throat or fractures of an exposed rock thereby building a filter cake to prevent loss of whole mud or excessive filtrate.

**CASING.** An impervious durable pipe placed in a well to prevent the walls from caving and to seal off surface drainage or undesirable water, gas or other fluids and prevent their entering the well.

**CHIP BENTONITE GROUT.** Chip bentonite grout is composed of dry 3/8 inch (9.5 mm) or 1/2 inch (12.7 mm) sized chips of bentonite.

**CLOSED-LOOP GEOTHERMAL SYSTEM.** A type of geothermal heating and, or cooling system that utilizes a pressurized heat exchanger consisting of pipe, a circulating pump, and a water-source heat pump in which the heat transfer fluid is not exposed to the atmosphere. The heat transfer fluid is potable or beneficial reuse water and may have *approved* antifreeze added.

**COLIFORM.** All of the aerobic and facultative anaerobic, gram negative, non-spore forming, rod-shaped bacteria which are capable of fermenting lactose with gas formation within forty-eight (48) hours at thirty-five (35 °C) degrees Celsius.

**COMMUNITY WATER SYSTEM.** A water system which serves at least 15 service connections used by year round *residents* or regularly serves at least 25 year round *residents*.

**CONSTRUCTION OF WELLS.** All acts necessary to obtain groundwater, or artificially recharge groundwater. Provided, however, such term does not include an excavation made for the purpose of obtaining or prospecting for oil, natural gas, minerals, or products of mining or quarrying, or for inserting media to repressure oil or natural gas formations or for storing petroleum, natural gas, or other products and services. Construction of wells includes the location and excavation or drilling of the well, but excludes the installation of pumps and pumping equipment.

**CONTRACTOR.** Any individual, partnership, company, association, corporation, group or entity employed, hired, contracted or otherwise engaged by the *Owner* to perform defined services for compensation.

**CROSS CONNECTION.** An arrangement allowing either direct or indirect connection through which backflow, including back siphonage, can occur between the drinking water in a public water system and a system containing a potential source of contamination.

**CURING TIME.** Minimum time required for particular types of cementing or grouting materials to harden or set up before drilling or other construction operations can be resumed.

**DECOMMISSIONING.** The act of rendering a well or borehole to a condition where there is no pathway present for surface or subsurface contaminants to travel down to the water table.

**DECOMMISSIONED VERTICAL CLOSED LOOP BOREHOLE.** A vertical closed loop borehole whose original purpose and use have been permanently discontinued or which is in such a state of disrepair that its original purpose cannot be reasonably achieved.

**DEP.** Pennsylvania Department of Environmental Protection.

**DCNR.** Pennsylvania Department of Conservation and Natural Resources.

**DIRECT EXCHANGE (DX) GEOTHERMAL SYSTEM.** A type of geothermal heating and, or cooling system where the heat pump refrigerant is circulated through metal piping installed in vertical, inclined, or horizontal boreholes. This type of geothermal system must use a cement-based, special

grout in the boreholes and must have electronic corrosion protection for the metal piping.

**DRILLING MUD.** A fluid composed of water and bentonite used in the drilling operation to remove cuttings from the hole, to clean and cool the bit, to reduce friction between the drill stem and the sides of the hole, and to plaster the sides of the hole. Such fluids range from relatively clear water to carefully prepared mixtures of special purpose compounds.

**FLOWABLE FILL.** Flowable fill is a mixture of Portland cement (ASTM C150), potable water, sand, and a fluidizing agent. This mixture is predominately sand. An example mixture of flowable fill contains approximately 85 percent sand, 9 percent water, 4 percent Portland cement, 2 percent finely ground slag, and a fluidizing agent. Flowable fill and other bridging agents do not meet the permeability requirements to protect ground water quality and prevent flow between aquifer zones.

**FLOWING WELL.** A well that yields water by artesian pressure at the ground surface.

**FUSE.** To make a plastic pipe joint by heat and pressure in accordance with the pipe manufacturer's specifications.

**GEOHERMAL HEATING AND, OR COOLING SYSTEM.** A system that uses a heat pump to extract heat from the earth in heating mode and/or reject heat into the earth in cooling mode. It is also called a geothermal heat pump system, a ground-coupled heat pump system, an earth-source heat pump system, and a GeoExchange system.

**GROUND-COUPLED HEAT PUMP.** A geothermal heat pump that uses the earth itself as a heat source and heat sink. It is coupled to the ground by means of a closed-loop heat exchanger installed horizontally or vertically underground.

**GROUNDWATER.** Water within the earth below the water table within the zone of saturation. Groundwater includes both water under water table conditions and confined within deep aquifers.

**GROUT.** A high-solids fluid mixture of cement or bentonite and potable water of a consistency that can be pumped through a tremie pipe and placed as required. Various additives, such as sand or bentonite may be included in the mixture to meet certain requirements

**GROUTING, POSITIVE EMPLACEMENT.** A technique of the installation of grouting materials whereby emplacement is achieved by positive pumping pressure through a tremie pipe from the bottom of the zone upward.

**HEAT PUMP.** A mechanical device used for heating and/or cooling which operates by pumping heat from a cooler to a warmer location.

**HYDROLOGIC BALANCE.** This term refers to the condition where, in the long term, the rate of local groundwater pumping from an aquifer does not exceed the rate of local groundwater recharge to the aquifer.

**IGSHPA.** The International Ground Source Heat Pump Association.

**INDIVIDUAL WATER SUPPLY.** A system including wells, pumps, and piping equipment, which supplies water to a private home.

**INSTALLATION OF PUMPS AND PUMPING EQUIPMENT.** The procedure employed in the placement and preparation for operation of pumps and pumping equipment, including all construction involved in making entrance to the well and establishing seals but not including repairs to existing installations.

**MAJOR ALTERATION OF A WELL AND/OR BOREHOLE.** Any alteration of a regulated well or borehole which can increase the potential for rapid vertical flow of water into groundwater or which can otherwise increase the potential to pollute groundwater. Examples of major alterations include, but are not limited to, deepening of an existing well, conversion of a well to another use (such as geothermal heating), etc.

**MINOR ALTERATION.** Any alteration that is not otherwise defined as a major alteration.

**NEAT CEMENT GROUT.** A fluid mixture of hydraulic cement and water, with or without admixtures in the following proportions; one bag of cement (94 pounds (42.6 kg)) to not less than 5 gallons (18.9 l) nor more than 7 gallons (26.5 l) of water.

**NON-COMMUNITY WATER SYSTEMS.** A public water system which is not a community water system.

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**N.S.F.** National Sanitation Foundation.

**OPEN-LOOP GEOTHERMAL SYSTEM.** A type of geothermal heating and/or cooling system that utilizes a water-supply well and a water pump to deliver ground water to a water-source heat pump. The discharge water from the water-source heat pump may be returned to the subsurface through a recharge well or infiltration bed, or may be discharged into a pond, lake, or stream. A spring may also be the source of the ground water supply.

**OTHER FILL AND BRIDGING MATERIALS.** Under some limited circumstances, borehole completion without grout (below the minimum 20-foot depth of the *approved* grout surface formation seal), may be necessary. Acceptable fill materials are site specific and may include, but may not be limited to: bentonite chips, cuttings removed from the borehole; clean sand, gravel, or a mixture of sand and gravel; and/or cement and water or concrete mixes.

**OTHER GROUT AND FILL PLACEMENT METHODS.** Other methods of grout or fill placement shall be accepted if such methods allow verification of completion. Such methods must ensure that the grout or fill placement provides environmental protection and the intended system performance.

**OWNER.** Any *person* vested with sole or partial, legal or equitable ownership of the subject property.

**PACKER.** A mechanical device that is placed in a borehole to prevent the vertical movement of water or grout.

**PERMEABILITY.** A measure of the relative ease with which a porous medium can transmit a liquid under a potential gradient. It is a property of the medium alone and is independent of the nature of the liquid and of the force field causing movement. It is a property of the medium that is dependent upon the shape and size of the pores.

**PERSON.** Shall mean any individual, partnership, company, association, corporation or other group or legal entity.

**PITLESS ADAPTOR.** A device or assembly of parts which will permit water to pass through the wall of the well casing or extension thereof, and which provides access to the well and to the parts of the water system within the well in a manner to prevent

entrance of pollution into the well and the water produced.

**POLYMER.** A substance consisting of molecules characterized by the repetition of one or more types of monomeric units.

**POTABLE WATER.** Water suitable for human consumption.

**PORTLAND CEMENT (NEAT CEMENT) GROUT.** A mixture of Portland cement (ASTM C150 Standard Specification for Portland Cement) and not more than 6 gallons (22.7 l) of potable water per bag (1 cubic foot (28.3 l) or 94 pounds (42.6 kg)) of cement shall be used according to the manufacturer's specifications.

**PUBLIC WATER SYSTEM.** A system which provides water to the public for human consumption which has at least 15 service connections or regularly serves an average of at least 25 individuals daily at least 60 days out of the year. The term is either a community or non-community system and includes collection, treatment, storage and distribution facilities under the control of the *operator* of the system and used in connection with the system. The term also includes a system which provides water for bottling or bulk hauling for human consumption.

**PUMPABLE BENTONITE GROUT.** Pumpable bentonite grout is a high solids mixture of sodium bentonite powder or granules and potable water mixed according to the manufacturer's specifications.

**RETURN WELL.** A well design and constructed for the return of water to the ground.

**SAND-CEMENT GROUT.** A mixture of Portland cement - Type I (ASTM C150), sand and water in the proportion of not more than two parts by weight of sand to one part of cement with not more than 6 gallons (22.7 l) of potable water per bag of cement (1 cubic foot (28.3 l) or 94 pounds (42.6 kg)) shall be used according to the manufacturer's specifications.

**SEMI-PUBLIC WATER SUPPLY.** A water supply which services one or several facilities such as industrial or commercial establishments, parks, camps, hotels, motels, schools, institutions, eating and drinking establishments or a water supply which services two (2) or more *dwelling units* and is not a public water system as defined by the Pennsylvania Safe Drinking Water Act (35 P.S. 721.1 et. seq.).

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**STANDING-COLUMN GEOTHERMAL SYSTEM.** A type of open-loop geothermal heating and/or cooling system that circulates ground water from a water well through a water-source heat pump and returns the discharge water from the water-source heat pump to the same water well it was pumped from. The water withdrawal and return locations within the water well bore are separated as far as is possible. Some standing-column geothermal systems discharge some of the circulating ground water to enhance their heat transfer.

**THERMALLY-ENHANCED BENTONITE BASED GROUT.** Thermally-enhanced bentonite based grout is a high solids mixture of sodium bentonite, inert additives such as sand or rock dust that enhance thermal conductivity, and potable water mixed according to the manufacturer's specifications. The sand must be clean so as to not introduce contaminants into the grout mixture. The use of special additives to alter permeability, increase thermal conductivity, increase fluidity, control grout loss, and/or control time of set, and the composition of the resultant slurry, must be used in accordance with the manufacturer's specifications.

**TREMIÉ PIPE.** A rigid or flexible pipe or a hose that carries the grouting materials to the bottom of the zone being grouted. The tremie pipe is withdrawn as the grout material fills the annular space outside the casing or fills the space between the loop pipes and the borehole wall. The end of the tremie pipe is kept submerged just below the surface of the grout material.

**TREMIÉ PLACEMENT METHOD FOR FILL AND BRIDGING MATERIALS.** The tremie pipe shall be lowered to the bottom of the zone being filled, and raised slowly as the fill material is introduced. When using the tremie pipe method to install fills, the bottom of the tremie should be maintained as close as possible to, but not inside of, the emplaced fill.

**TREMIÉ PLACEMENT METHOD FOR GROUT.** After water or other drilling fluid has been circulated in the annular space sufficient to clear obstructions, grout shall be placed by pressure pumping through a tremie pipe. The tremie pipe shall be lowered to the bottom of the zone being grouted, and raised slowly as the material is introduced.

**VERTICAL CLOSED-LOOP BOREHOLE.** A borehole which is constructed to receive heat-exchanger loop pipes and grout material. Fill

material may be used below a minimum depth of 20 feet below grade as the subsurface conditions warrant.

**WATER-SOURCE HEAT PUMP.** A heat pump that uses a water-to-refrigerant heat exchanger to extract heat from the heat source.

**WATER SUPPLY WELL.** Any well that is constructed to remove or return water to the ground.

**WATER TABLE.** That surface in an unconfined groundwater body at which the pressure is atmospheric. It is defined by the levels at which water stands in wells that penetrate the water body just far enough to hold standing water.

**WELL.** Any excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise constructed when the intended use of such excavation is for the location, acquisition, monitoring, or artificial recharge of groundwater. This includes but is not limited to test wells, test borings, and monitoring wells, in addition to wells to be utilized as individual or semi-public water supplies.

**WELL DRILLER.** An individual or company that is permitted or licensed by the State of Pennsylvania to drill wells in Pennsylvania.

**WELL SCREEN.** A filtering device that allows ground water from unconsolidated and semiconsolidated aquifers to enter the well while at the same time keeping the majority of sand and gravel out of the well and out of the pump. A screen also supports the aquifer material and prevents the borehole from collapsing.

**WELL SEAL.** An *approved* device or method used to protect a well casing or water system from the entrance of any external pollutant at the point of entrance into the casing of a pipe, electric conduit or water level measuring device.

**ZONE OF SATURATION.** The zone below the water table in which all interstices are filled with ground water.

## SECTION 1003 PERMITS

**1003.1 Permit required.** No *person*, firm, or corporation shall make a penetration of soil and, or rock that is augered, drilled, cored, bored, washed, driven, dug, jetted, or otherwise constructed that is regulated by this code until a drilling permit has been issued by the *Code Official*.

**1003.2 Permit application.** Applications for permits shall be made to the Centre Region Code Administration Office on forms furnished by said office.

**1003.3 Fees.** The drilling permit fee shall be established by resolution of the *Municipality*.

**1003.3.1 Payment of fees.** A *permit* shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a *permit* be released until the additional fee, if any, has been paid.

**1003.4 Action on application.** The *Code Official* shall examine or cause to be examined applications for *permits* and amendments thereto within a reasonable time after filing. If the application or the *construction documents* do not conform to the requirements of this code, the *Code Official* shall reject such application in writing, stating the reasons therefore. If the *Code Official* is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the *Code Official* shall issue a *permit* therefore as soon as practicable.

**1003.5 Time limitation of application.** An application for a *permit* for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a *permit* has been issued; except that the *Code Official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

**1003.6 Validity of permit.** The issuance or granting of a drilling permit shall not be construed to be a permit for, or an approval of, any *violation* of any of the provisions of this code or of any other ordinance of the jurisdiction. Drilling *permits* presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall

not be valid. The issuance of a drilling permit based on *construction documents* and other data shall not prevent the *Code Official* from requiring the correction of errors in the *construction documents* and other data. The *Code Official* is also authorized to prevent *occupancy* or use of a *structure* where in *violation* of this code or of any other ordinances of this jurisdiction.

**1003.7 Expiration.** Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* is suspended or abandoned for a period of 180 days after the time the work is commenced. The *Code Official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

**1003.8 Suspension or revocation.** The *Code Official* is authorized to suspend or revoke a *permit* issued under the provisions of this code wherever the *permit* is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in *violation* of any ordinance or regulation or any of the provisions of this code.

**1003.9 Placement of permit.** The building *permit* or copy shall be kept on the site of the work until the completion of the project.

**1003.10 Time.** The *Code Official* shall grant or deny a permit application, in whole or in part, within 15 business days of the filing date for permits associated with 1 and 2 family dwelling and within 30 business days of the filing date for permits associated with other systems. Reasons for denial shall be in writing and given to the applicant. The *Code Official* and the permit applicant may agree to extend the deadline by a specific number of days.

**1003.11 Stamp.** The *Code Official* shall stamp or place a notation on each page of the set of reviewed construction documents that the documents were reviewed and *approved* for compliance with this code before the permit is issued. The *Code Official* shall clearly mark any required non-design changes on the construction documents. The *Code Official* shall return a set of the

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construction documents with this notation and any required changed to the applicant. The permit holder shall keep a copy of the construction documents at the work site open to inspection by the building *code official*.

## SECTION 1004 SUBMITTAL DOCUMENTS

**1004.1 General.** Submittal documents consisting of *construction documents*, statement of *special inspections*, and other data shall be submitted in two or more sets with each drilling *permit* application. The *construction documents* shall be prepared by a *registered design professional* where construction is not associated with a 1 and 2 family dwelling. Where special conditions exist, the *building official* is authorized to require additional *construction documents* to be prepared by a *registered design professional*.

**1004.2 Construction documents.** Construction documents shall be in accordance with Sections 1004.2.1 through 1004.2.2.

**1004.2.1 Information on construction documents.** *Construction documents* shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when *approved* by the *building official*. *Construction documents* shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the *building official*.

**1004.2.2 Site plan.** The *construction documents* submitted with the application for *permit* shall be accompanied by a site plan showing to scale the size and location of new well construction, proposed buildings, existing and proposed on-lot sewage treatment systems, and existing *structures* on the site, distances from *lot lines*, as applicable, flood hazard areas, floodways, and *design flood* elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition or abandonment, the site plan shall show construction to be demolished or abandoned and the location and size of existing *structures* and construction that are to remain on the site or plot. The *building official* is authorized to waive or modify the requirement for a site plan when the application for *permit* is for *alteration* or repair or when otherwise warranted.

**1004.3 Examination of documents.** The *building official* shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

**1004.4 Amended construction documents.** Work shall be installed in accordance with the *approved construction documents*, and any changes made during construction that are not in compliance with the *approved construction documents* shall be resubmitted for approval as an amended set of *construction documents*.

## SECTION 1005 WATER SUPPLY WELL AND BOREHOLE LOCATION

**1005.1 Minimum water supply well depth.** The source of supply for a water supply well shall be from a water bearing formation drawn not less than 20 feet (6096 mm) from the ground surface. Wells shall be located at a point free from flooding and may not be located within a FEMA FIRM floodplain unless conforming to the requirements of Section 1005.1.1; and shall be at a higher elevation and at the minimum setback distances to existing or potential sources of pollution set forth in Section 1005.2.

**1005.1.1 Water supply well construction in a floodplain.** If a well is proposed to be located within a floodplain then the well application must include a letter from a Registered Professional Engineer in the Commonwealth of Pennsylvania documenting why the necessity of placement of the well within the floodplain, the documented height of the 100- year flood level, and what mitigation measures, including but not limited to, the extension of the casing above the elevation of the 100-year flood elevation, are to be used to mitigate the contamination hazard.

**1005.1.1.1 Municipal variance.** Prior to construction of any borehole in a floodplain the permit applicant shall provide a copy of the granted municipal variance allowing construction in the floodplain or a letter from the *municipality* that they take no objection to the construction.

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**1005.2 Minimum set back distance.** Wells and boreholes regulated by this code shall be located using the minimum setback distances to existing or potential sources of pollution listed in Table 1005.2. For closed loop geothermal wells and boreholes which due to infeasibility cannot conform to the requirements of Table 1005.2 an appeal to the *Code Official* can be made detailing the infeasibility, and the proposed location. Upon review, the *Code Official* may reduce the required set back distances with written approval of the *Municipality*.

## SECTION 1006 WATER SUPPLY WELL CONSTRUCTION REQUIREMENTS

**1006.1 Casing.** All wells supplying individual or semi-public potable water supplies and all wells supplying open loop geothermal heating and/or cooling systems and all wells for the return and recharge of geothermal heating and cooling system discharge water shall be equipped with watertight and durable casing constructed of listed material and minimum wall thickness:

1. Wrought iron - 0.1875 inches (4.76 mm)
2. Steel - 0.1875 inches (4.76 mm)
3. Polyvinyl chloride (PVC) plastic 0.175 inches (4.445 mm)

**1006.1.1 Joining.** The sections of casing shall be joined together by threaded couplings, or full circumferential welding for ferrous materials, and threaded couplings or solvent welding in accordance with ANSI/NSF Standard 14 for PVC. Other nonferrous casing joining must meet AWWA Standard A100.

**1006.1.2 Minimum depth.** The casing shall be carried to a minimum depth of 20 feet (6096 mm) and grouted in place.

**1006.1.3 Grouting.** Casing and grouting must be compatible. Pressure grouting is required for all wells by running tremie pipe to bottom of the annular space outside the casing.

**1006.1.4 Minimum borehole diameter.** The borehole should be 3 inches (76.2 mm) larger in diameter than the outside diameter of casing to allow for a minimum of 1-1/2 inches (38.1 mm) of annular space for grout placement.

**1006.1.5 Minimum extension above grade.** Casing shall extend at least 12 inches (304.8 mm) above ground surface. The casing may be terminated at grade or just below grade if fitted with a waterproof and airtight cap and is located within a box-type enclosure with an access lid such as a small meter vault.

**Exception:** Airtight and watertight sealed open loop return wells can be direct buried.

**1006.1.6 Ferrous casing.** Ferrous Casing shall be new pipe meeting ASTM or API specifications for water supply well construction. It shall be equipped with a drive shoe or other effective casing seal and have full circumference welds or threaded pipe joints.

**1006.1.7 Non-ferrous casing.** Non-Ferrous Casing shall meet appropriate ANSI, ASTM or NSF standards for water well casing applications. It shall not be driven.

**1006.2 Grouting.** An annular space shall be provided between the well casing and the earth formation. The annular space shall be completely filled with *approved* grout materials in one continuous operation under pressure from a minimum depth of 20 feet (6096 mm) below grade to the natural ground surface within 24 hours of completion of drilling. No activity in and around the well shall occur within 24 hours after grouting of the casing with neat cement or cement with bentonite and using a curing accelerant, or within 1/2 hour if using bentonite.

In the event that grouting is done following completion of all drilling operations, all obstructions must be completely cleared prior to placement of grout material.

**1006.2.1 Pitless adaptor.** During the installation of a pitless adaptor, grout material may be removed from the exterior of the casing in order to provide a watertight seal between the casing and this adaptor. For the installation of a pitless adaptor, a ditch at least 3 feet (914.4 mm) deep is required along with conduits, stone, dust or sand. A sanitary well cap shall be incorporated for protection from leakage and identification of the well respectively.

**1006.2.2 Geothermal.** Geothermal heating and/or cooling system vertical heat exchange boreholes containing loop pipes may be filled with *approved* grout or bridging or fill materials from their total

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depth up to a minimum depth of 20 feet (6096 mm) below grade. These vertical heat exchange boreholes must be filled with only *approved* grout from a minimum depth of 20 feet (6096 mm) below grade up to the ground surface. If the annular space around the loop pipes from a minimum depth of 20 feet (6096 mm) below grade up to the ground surface is free from standing water, the *approved* grout may be emplaced without pressure pumping through a tremie pipe.

**1006.3 Packer.** Packers when used shall be of material that will not impart adverse taste, odor, toxic substances or bacterial contamination to the well water.

**1006.4 Pitless installations.** Pitless installations are those where the casing terminates above the ground surface or below grade as specified in Section 1006.1. Where used, they shall be effectively sealed. All buried suction lines shall be encased. The access casing shall be protected against corrosion and shall extend at least 12 inches (304.87 mm) above the natural ground surface and to a depth of at least 20 feet (6096 mm) below the ground surface. Pitless adaptors cannot be installed through a ferrous casing by cutting the hole with a torch or flame, but must be installed by using a hole saw or drill to make the hole through the ferrous casing.

**1006.5 Well screens.** Well screens shall provide maximum amount of open area while still maintaining structural strength. They shall have the size of openings based on a sieve analysis to preclude entry by sand, silt, and other undesirable elements.

**1006.6 Well cap.** All installations shall install a secure, screened, varmint free well cap on all wells to prevent any surface pollutants from entering the well or any vandalism to the well or aquifer. In the event of a flowing well, the well cap must stop overflow from the well. Casing terminated at grade or just below grade, shall have a waterproof and airtight well cap installed.

**1006.7 Venting.** Where venting is required, an overlapping cover or pipe with an opening facing downward shall be required. In no case shall openings be less than 12 inches (304.8 mm) above the ground.

**1006.8 Monitoring wells.** Monitoring wells shall be designed and installed such as to minimize potential contamination of the aquifer and to maximize the information obtained from each such well.

**1006.9 Heat pumps.** Heat pump (geothermal) installations shall be designed and constructed to provide an effective watertight seal with the well casing or water storage reservoir and to prevent contamination from reaching the water chamber or interior pump surfaces. In closed loop systems, boreholes must be grouted from a minimum depth of 20 feet (6096 mm) below grade to the ground surface with an *approved* grout. Open loop systems must conform to same requirements as water wells.

**1006.10 Power pump installations.** The pump base installed directly over a well casing or pipe sleeve shall be designed to provide a watertight seal. It shall be located in a flood-free area. The pump and related equipment shall permit convenient access, removal, maintenance and repair. The suction opening shall be placed at least 2 feet (609.6 mm) below the maximum drawdown of the water in the well. The suction opening shall also be located at a sufficient distance from the bottom of the well so as to prevent agitation of accumulated sediment.

**1006.11 Abandoned water supplies.** Existing wells that are to be abandoned shall be mitigated in accordance with Sections 1006.11.1 through 1006.11.3.

**1006.11.1 Drilled wells.** Drilled wells shall be filled and sealed by *approved* grout.

**1006.11.2 Hand dug wells.** Hand dug wells shall be filled with stone to within 4 feet (1219 mm) of the top of the well, then filled with compacted earth to ground level.

**1006.11.3 Dry wells.** Dry wells being abandoned must be filled with stone and the top 20 feet (6096 mm) filled with *approved* grout; however, the top 2 feet (609.6 mm) may be covered with topsoil.

**1006.12 Disinfection.** Following completion of construction, the well shall be pumped continuously until the water discharge is clear. It shall be filled with water containing concentration of not less than 100 parts per million of free chlorine. A portion of this solution shall be recirculated directly to the well in order to insure proper agitation. The water shall not be used for a period of 24 hours. Other combinations of water and chlorine concentration and time interval may be used if demonstrated equally effective to the building *code official*. Disposal of the purged water shall be at a point so as to minimize

adverse effects to aquatic life and in no way directed into any subsurface sewage disposal system.

1 ounce (29.57 ml) of dry calcium hypochlorite dissolved in 52.5 gallons (198.7 l) of water makes the proper strength disinfectant solution. Household bleach may be used for disinfection as given in Table 1006.12(1):

**1006.13 Cross-connections.** All check valves and backflow protection shall be properly installed. Backflow protectors must be incorporated into the system and be used as needed for each outside water hose connectors. At a minimum two check valves shall be incorporated into each water system that derives water from a well.

**Exception:** Where not practical, a cross-connection prevention assembly shall be provided. For semi-public water supplies, the cross-connection prevention assembly device is shall be installed at any fixed potable water outlet to which a hose may be connected.

**1006.14 Testing.** The assembled loop system shall be pressure tested with water at 100 psi (690 kPa) for 30 minutes with no observed leaks before connection (header) trenches are backfilled. Flow rates and pressure drops shall be compared to calculated values. If actual flow rate or pressure drop figures differ from calculated values by more than 10 percent, the problem shall be identified and corrected.

**1006.15 Completion report.** Upon completion of the well or borehole, submit 2 copies of DCNR's water well completion report form 8700-FM-TG-5001S, as may be amended, to the *code official* and 1 copy of this form to the owner. If a geothermal well is constructed, a report shall be filed with the Centre Region Code Administration by the driller indicating the well was constructed in accordance with this Code.

## SECTION 1007 BOREHOLE CONSTRUCTION REQUIREMENTS

**1007.1 Cased boreholes.** If casing is to be left in place permanently, then the boring shall conform to the requirements for water supply wells stated in Section 1006.

**1007.2 Non-cased boreholes.** If no casing is utilized, then the boring shall be grouted using

*approved* grout for not less than 20 feet (6096 mm) below grade.

**1007.3 Temporary casing.** If a temporary casing is removed or retracted, this shall be accomplished immediately after grout has been placed or else before the grout has hardened or cured.

**1007.4 Construction standard.** All materials and construction practices shall conform to the requirements stated in Closed-Loop / Geothermal Heat Pump Systems Design and Installation Standards, such as, but not limited to, standards for pressure testing, heat transfer fluids, etc. All materials and construction practices shall effectively prevent contamination of groundwater.

**1007.5 Testing.** The assembled loop system shall be pressure tested with water at 100 psi (690 kPa) for 30 minutes with no observed leaks before connection (header) trenches are backfilled. Flow rates and pressure drops shall be compared to calculated values. If actual flow rate or pressure drop figures differ from calculated values by more than 10 percent, the problem shall be identified and corrected.

## SECTION 1008 MAJOR ALTERATIONS

**1008.1 General.** When major alterations are made to wells and boreholes regulated by this code, these alterations shall conform to Sections 1006 and 1007 with the following modifications.

**1008.1.1 Existing non-grouted wells and boreholes.** If major alterations are made to an existing well or boring which is not grouted with an *approved* grout, then the following measures may be taken in lieu of the grouting requirements of Sections 1006 and 1007.

1. Remove soil from the uppermost 2 feet (609.6 mm) of the casing to a diameter of no less than 1 foot (304.8 mm) outside the existing casing.
2. Fill the exposed annular space with an *approved* grout to grade.
3. Place a compacted earth mound around the well casing. The compacted earth mound shall be no less than 6 inches high (152.4 mm) and shall extend no less than 1 foot (304.8 mm) away from the casing in all directions. The purpose of the compacted

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earth mound is to divert surface water away from the well, so the compacted earth mound shall be non-erodible.

This exception applies only to wells and, or borings that were in existence prior to the effective date of this code.

**SECTION 1009  
CROSS-CONNECTIONS**

**1009.1 General.** Cross connections between an individual or semi-public water supply and a public water system shall be prohibited.

**SECTION 1010  
VIOLATIONS**

**1010.1 General.** No well or borehole regulated by this code shall be used until compliance with this code has been obtained.

**SECTION 1011  
DISCLAIMER**

**1011.1 General.** Approval of this application and issuance of a permit for a well and, or boring on the above described property does not constitute any guarantee or warranty by the *Municipality* or the Center Region Code Administration regarding quantity or quality of water that may be obtained as a result of any well drilled under this permit. The *approved* permit solely provides the approval to drill a well and, or boring at the site shown on the application, and does not provide any other guarantees, approval, or warranties.

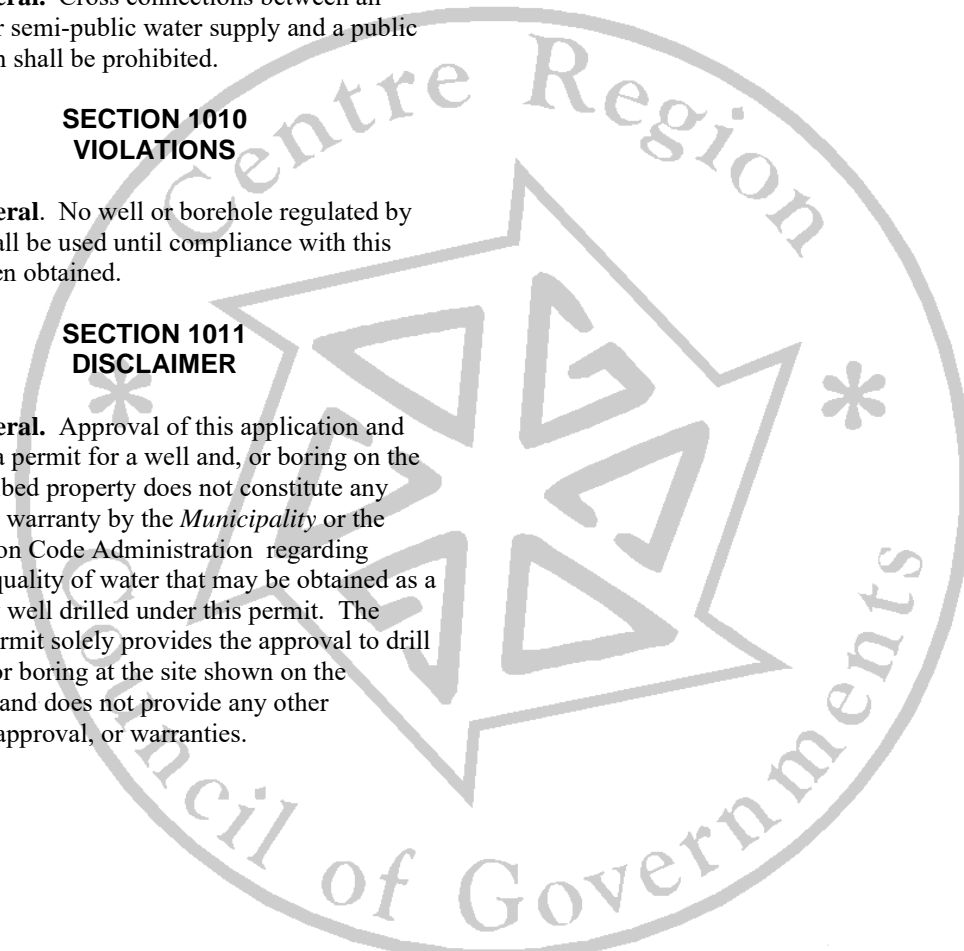


Table 1005.2.  
Minimum Well and Borehole Setback Distances

Setback From	Potable Water Supply Well (feet [meters])	Borehole and Geothermal Supply and Geothermal Return Well (feet [meters])
Lakes, ponds, streams or other surface waters	25 [7.62]	25 [7.62]
Storm drains, retention basins, stabilization ponds or stormwater management facilities	10 [3.05]	10 [3.05]
Preparation area or storage area of hazardous spray materials, fertilizers or chemicals, salt piles	100 [30.48]	100 [30.48]
Gravity sewer lines and drains carrying domestic sewage or industrial waste	50 [15.24]	10 [3.05] or according to <i>easement</i>
Existing water and forced sewer buried utilities and/or utility trenches	Outside existing easement or, if no easement exists, no less than 15 feet [4,572 mm] from the utility or trench centerline.	
Septic tanks, aerobic tanks or holding tanks	50 [15.24]	25 [7.62]
Subsurface sewage disposal systems, elevated sand mounds, other sewage disposal fields	100 [30.48]	25 [7.62]
Sewage seepage pits, cesspools	100 [30.48]	25 [7.62]
Farm silos, barnyards, privies and fuel tanks	100 [30.48]	25 [7.62]
Rainwater pits, ditches	25 [7.62]	10 [3.05]
Spray irrigation sites, sewage sludge and septage disposal sites	100 [30.48]	25 [7.62]
Dedicated public right-of-way	20 [6.10]	10 [3.05]
Building foundations (except for buildings enclosing water wells and/or water well pumps and any other source of pollution as <i>approved</i> )	30 [9.14]	10 [3.05]

Table 1006.12(1)  
Volume of Chlorine Bleach for Shock Chlorination of Wells and Springs

Water Depth	Well Diameter					
	6 in (152.4 mm)	8 in (203.2 mm)	10 in (254 mm)	24 in (609.6 mm)	32 (812.8 mm)	36 in (914.4 mm)
10 ft (3.05 m)	1 c (236.6 ml)	1 c (236.6 ml)	2 c (473.2 ml)	12 c (2839 ml)	16 c (3785 ml)	24 c (5678 ml)
20 ft (6.10 m)	1 c (236.6 ml)	2 c (473.2 ml)	4 c (946.4 ml)	20 c (4732 ml)	32 c (7571 ml)	40 c (9464 ml)
30 ft (9.14 m)	2 c (473.2 ml)	4 c (946.4 ml)	6 c (1420 ml)			
40 ft (12.19 m)	2 c (473.2 ml)	4 c (946.4 ml)	8 c (1893 ml)			
60 ft (18.29 m)	4 c (946.4 ml)	6 c (1420 ml)	12 c (2839 ml)			
80 ft (24.38 m)	4 c (946.4 ml)	8 c (1893 ml)	14 c (3312 ml)			
100 ft (30.48 m)	6 c (1420 ml)	10 c (2366 ml)	16 c (3785 ml)			
150 ft (45.72 m)	10 c (2366 ml)	16 c (3785 ml)				

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## CHAPTER 11 EMERGENCY ALARMS

### SECTION 1101 GENERAL

**1101.1 General.** The intent and purpose of this Chapter is to reduce the frequency of false or nuisance *alarms* in the *Municipality*.

### SECTION 1102 EXTERIOR ALARMS

**1102.1 Required.** *Owners* or users of exterior *audible alarms* must equip such exterior *audible alarms* with a timing mechanism that will disengage the exterior *audible alarm* after a maximum of 15 minutes, except for water flow *alarms* on automatic sprinkler systems. Exterior *audible alarms* without such a timing mechanism shall be unlawful in the *Municipality* and must be disconnected by the *owner*.

### SECTION 1103 AUTOMATIC DIALING DEVICES

**1103.1 Prohibited.** No *automatic dialing devices* may be keyed to Centre County 911 Emergency Communications & Addressing.

### SECTION 1104 PROFESSIONAL ALARM LICENSE

**1104.1 Required.** An annual *Professional Alarm License* shall be required for persons selling, installing, or servicing *alarm systems* within the *municipality*.

**1104.2 Exclusion.** No one except an alarm supplier, holding a valid *Professional Alarm License* from the *municipality* or its designee, shall sell, install or service any *alarm system* within the *municipality*.

**1104.3 Fees.** *Professional Alarm License* fees shall be established by the *Municipality*.

#### **Exceptions:**

1. The owner or occupant of the structure is exempt from a *Professional Alarm License* when installing an *alarm system* providing all of the following exist:

- a. The purpose of the *audible alarm* is to notify the occupants of the *structure* of an *emergency* situation; the *audible alarm* does not sound outside the *structure* (no external speakers)

- b. The internal signal emitted by the *audible alarm* does not exceed 90 decibels at the property line; and the *alarm* signal device, when activated, notifies only the *owner* or *occupant* when they are not on the *premises*.

2. The *Municipality* and/or COG shall be issued an *Alarm System Permit*, where applicable, and shall be exempt from any *Alarm System Permit* fees.

**1104.4 Issuance.** The *Code Official* shall issue a License to an alarm supplier meeting all of the requirements of this chapter, upon the filing of the required application, payment of the license fee, and verification that there are no outstanding violations of this chapter.

**1104.5 License requirements.** Each License shall be an annual License and bear the signature of the *Code Official*. A copy of the License shall be physically displayed upon each of the premises using the *alarm system*, and shall be available for inspection by the *Code Official* or authorized agent. A License is not required where no *Alarm System Permit* is required.

**1104.6 Required insurance.** The *alarm supplier* applying for a License shall furnish the *Code Official* an insurance certificate on an annual basis confirming that the *alarm supplier* has, in force, general liability insurance coverage in an amount of not less than \$500,000 for each occurrence. The *alarm supplier* who self-insures such coverage shall furnish evidence of financial ability.

**1104.7 Unlawful activity.** No corporation, sole proprietor, partner, joint venture, trustee, executor, administrator, employee, fiduciary or stockholder with a 5% or greater interest in a corporation (except a corporation whose stock is publicly traded and

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registered with the Securities and Exchange Commission or with a State Securities Commission) applying for a License shall have been convicted of a felony or pleaded Nolo Contendere to a felony charge or indictment.

**1104.8 Knowledge.** *Alarm suppliers* shall demonstrate a working knowledge of burglar, fire or supervisory *alarm systems* that they sell and shall be authorized by the manufacturer of the alarm equipment to sell, install and maintain the same.

**1104.9 Revocation.** A License shall be revoked or renewal denied when any of the following exists:

1. The *alarm supplier* fails to meet the requirements necessary to obtain a License
2. The License fee is not paid
3. The *Code Official, Chief of Police, Fire Chief* or their designee has reason to believe the alarm supplier's installations are the cause of false alarms
4. The *alarm supplier* fails to provide emergency service as required by this code

**1104.10 Service requirements.** Every *alarm supplier* that installs one or more *alarm systems* in the *Municipality* shall make service available directly or through an agent on a twenty-four-hour-per day basis, seven days a week, to repair in a timely manner such devices and to correct malfunctions as they occur. Any person using an *alarm system* shall make arrangements for service to be available for such device on a twenty-four-hour-per day, seven-days-per-week basis.

**1104.11 Operating instructions.** Every *alarm supplier* who, sells, leases, or installs an *alarm system* in the *Municipality*, shall furnish operating instructions and manual to the property *owner*, and *tenant* who has control of the *alarm system*.

## SECTION 1105 ALARM SYSTEM PERMIT

**1105.1 Required.** An *Alarm System Permit* shall be required for each structure having an *alarm system* or multiple *alarm systems*.

**1105.2 Fees.** The *Alarm System Permit* fees shall be established by the *Municipality*.

### Exceptions:

1. The owner or occupant of the structure is exempt from an *Alarm System Permit* when installing an alarm system providing:
  - a. The purpose of the audible alarm is to notify the occupants of the *structure* of an *emergency* situation; the audible alarm does not sound outside the *structure* (no external speakers)
  - b. The internal signal emitted by the audible alarm does not exceed 90 decibels at the property line; and the alarm signal device, when activated, notifies only the owner or occupant when they are not on the premises.
2. The *Municipality* and/or COG shall be issued an *Alarm System Permit*, where applicable, and shall be exempt from any *Alarm System Permit* fees.

**1105.3 Permit requirements.** An *Alarm System Permit* shall be obtained by or on behalf of the *owner* of the property upon which the *alarm system* is installed from the Centre Region Code Administration prior to the installation of the alarm system.

**1105.4 Permit duration.** The *Alarm System Permit* shall be valid for the duration that the permit holder is the *owner* of the property, up to five (5) years or until revoked by the *Code Official*. No *Alarm System Permit* shall be valid for more than five (5) years.

**1105.5 Transferability.** The *Alarm System Permit* is not transferable.

**1105.6 New property owner/deed transfer.** A new property *owner* is required to obtain an *Alarm System Permit* within sixty (60) calendar days after the official recorded date of sale for the property where the *alarm system* is installed.

**1105.7 Permit card.** The *Alarm System Permit* shall be physically present upon the premises using the *alarm system*, and shall be available for inspection by the *Code Official* or by an authorized agent. The permit card shall bear the following:

1. Seal of the Centre Region Code Administration

2. Signature of the *Code Official*
3. Date the permit is valid from
4. Date the permit expires
5. *Alarm system* manufacturer
6. The name of the legal property *owner*
7. The address of the property where the *alarm system* is installed
8. The name of the business (if applicable)
9. The *tenant* or agent responsible for the property where the *alarm system* is installed (if applicable)
10. The *alarm supplier* or other entity responsible for maintaining the *alarm system* (if applicable)
11. The type of *alarm system* (fire, burglary, holdup, medical, etc.)
12. At least two (2) alternate emergency phone numbers of persons to be contacted to secure the property
13. Valid email address for the building *owner*
14. Any additional information as may be determined to be necessary by the *Code Official*.

It shall be the *owner's* responsibility to notify the Centre Region Code Administration in writing amending the foregoing information with the within fifteen (15) calendar days whenever the information changes during the life of the permit.

**1105.8 Penalties.** Users who fail to obtain an *alarm system permit* prior to the alarm system being activated, shall, in addition to the permit fee, shall pay a penalty of \$500.

### **SECTION 1106 INSTALLATION, OPERATIONAL, & INSPECTION REQUIREMENTS**

**1106.1 Installation.** Every *alarm supplier* selling, leasing or furnishing to any user, or a user who

privately installs an *alarm system* which is located on premises within the *Municipality* shall:

1. Be permitted to install only equipment that is listed by Underwriter's Laboratories, Incorporated, or other approved recognized national testing agency as being electrically safe and meeting the *Municipality* requirements for the alarm system. Installation shall be in accordance with the manufacturer's specifications. Wiring for the *alarm system* must conform with all applicable state and municipal codes.
2. Be required to cause each *alarm system* installed to be provided with standby battery power which shall automatically and immediately take over in the event of a power failure without initiating an *alarm* except for trouble signal.
3. Be required to install equipment in such a way as to neutralize electrical surges on the *alarm system*.
4. Be required to deactivate any *alarm system* within a reasonable period of time when multiple *false alarms* are received.
5. The sensory mechanism used in connection with an *alarm* device must be adjusted to suppress false indications of fire or intrusion, so that the *alarm* device will not be activated by impulses due to transient pressure change in water pipes, short flashes of light, wind noises (such as the rattling or vibrating of doors or windows), vehicular noise adjacent to the premises or other forces unrelated to genuine *alarm* situations.

**1106.2 Inspections.** All such entries upon the premises where an *alarm system* is installed and all such inspections of the installation and operation of *alarm systems* shall be at reasonable times and upon reasonable notice, except in *emergency* situations.

### **SECTION 1107 FALSE ALARMS**

**1107.1 Notice required.** The permittee shall be notified, in writing by the Centre Region Code Administration, of each and every false alarm activated in the absence of an *emergency*, whether willfully or by inadvertence, negligence or unintentional act, including the malfunction of the

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1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College; 7. Borough of Bellefonte

*alarm system* to which the Police or Fire Agency responds. Each twenty-four (24) hour period during which such an alarm occurs shall constitute a separate offense, and each offense shall accumulate over a twelve-month period.

**1107.2 Penalties.** The penalties for each *false alarm* shall be as follows:

- First *False Alarm*: Written Warning
- Second *False Alarm*: Written Warning
- Third *False Alarm*: Written Warning
- Fourth *False Alarm*: \$150
- Fifth *False Alarm*: \$300
- Each Additional *False Alarm*: \$500

**1107.3 Nuisance alarms.** When the fourth and subsequent *false alarm* occurs, the Centre Region Code Administration shall, within twenty (20) working days from the date of the *false alarm*, notify the permittee that a *false alarm* charge is due and payable and the amount thereof. Such notice shall be emailed and forwarded by United States Mail to the permittee at the most recent address provided by the permit holder. Failure of the Centre Region Code Administration to provide notice of assessment of the false alarm charge as stated within twenty (20) working days from the occurrence of a *false alarm* shall preclude the *Municipality* from assessing a *false alarm* charge for said *false alarm*.

**1107.4 Payment of false alarm charges.** A *false alarm* charge shall be due and payable at the Centre Region Code Administration twenty-one (21) calendar days from the date of the mailing of the notice of assessment of the charge. The *Municipality* and/or COG shall be exempt from payment of all fees.

**1107.5 Failure to pay.** Failure of the permittee to pay a *false alarm* charge on or before the due date shall constitute a violation of this code and shall subject said person to the penalties set forth in chapter 1.

**1107.6 Cause.** If doubt exists as to the cause of the *false alarm*, the *Code Official*, or their designee, shall make a decision regarding the circumstances of the activation.

**1107.7 Multiple alarms.** Multiple alarms received by the Police or Fire Agency before the system can be deactivated within a reasonable period of time shall be considered a single *alarm*.

## SECTION 1108 LIABILITY OF MUNICIPALITY AND COG

**1108.1 General.** The issuance of any permit under this ordinance shall not constitute acceptance by the *Municipality* or COG of any liability to maintain any equipment, to answer alarms nor otherwise render the *Municipality* or COG liable to any person for any loss or damage relating to the *alarm system* or procedure.

**1108.2 Indemnification.** In the event the *owner* of such premises is a person other than the permit applicant, as in the instance of a lessee or other user not the *owner* of the premises on which the *alarm* is installed, such permit application shall constitute an indemnification agreement by the applicant to hold harmless any such police officer or firefighter; the police department or the fire department; the *Municipality* or COG, as appropriate, from any and all damages whatsoever claimed by the lessor or *owner* of the premises on which the *alarm* is installed.

## SECTION 1109 ADMINISTRATION AND ENFORCEMENT

Administration and enforcement of the requirements of this chapter shall be a function of the Code Administration Agency and shall include the following:

1. Authority to accept or reject a permit application or revoke a permit because of a misrepresentation or false statement contained in any application for a permit, failure to correct any deficiencies in equipment or operation of an *alarm device* connected to the central receiving station after due notice, or not meeting other conditions and specifications of this ordinance.
2. Authority to order the disconnection of an alarm device to the central receiving station for a violation of this ordinance or failure to pay any of the appropriate fees.

## SECTION 1110 RIGHT TO APPEAL

Any applicant or permit holder shall have a right of appeal under this ordinance. An appeal may be taken when the *Fire Agency* or the *Municipality* empowered to make a decision regarding an installation, operation or maintenance of an alarm

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1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College; 7. Borough of Bellefonte

device for which a permit has been requested and is denied, or upon which a permit has been issued and a revocation of said permit has occurred. Such an appeal, when filed, shall be in writing and filed within ten (10) calendar days following such decision.



## CHAPTER 14 12 [6A] REFERENCED STANDARDS

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.7.

<b>ANSI</b>		
American National Standards Institute 1819 L Street, NW, 6 <sup>th</sup> Floor Washington, DC 20036		
Standard reference number	Title	Referenced in code section number
14-2008e	Plastics Piping System Components and Related Materials	1006.1.1
<b>ASME</b>		
American Society of Mechanical Engineers Three Park Avenue New York, NY 10016-5990		
Standard reference number	Title	Referenced in code section number
A17.1/CSA B44—2007	Safety Code for Elevators and Escalators	606.1
<b>AWWA</b>		
American Water Works Association 6666 Quincy Avenue Denver, CO 80235		
Standard reference number	Title	Referenced in code section number
A100—2006	AWWA Standard for Water Wells	1006.1.1
<b>ASTM</b>		
ASTM International 100 Barr Harbor Drive West Conshohocken, PA 19428-2959		
Standard reference number	Title	Referenced in code section number
C150-09	Standard Specification for Portland Cement	1002
E136-09b	Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750°C	703.3.3.1
F1346—91 (2003)	Performance Specifications for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs	303.2

98 The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if “A” follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.  
1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College;  
7. Borough of Bellefonte

# ICC

International Code Council  
500 New Jersey Avenue, NW  
6th Floor  
Washington, DC 20001

Standard reference number	Title	Referenced in code section number
IBC-09 18	International Building Code	102.3, 201.3, 304.1.1, 305.1.2, 306.1.1, 307.1.2, 307.1.3, 401.3, 402.1, 404.5.2.3, 404.9, 604.3.1.1, 604.3.2.1, 702.1.1, 702.3, 702.3.1, 702.5, 702.6, 702.7, 703.2.1, 703.2.2, 704.2.5, 711.1, 713.1, 907.7.5, 902.10, A102.1, A102.2, A102.3
IEBC-09 18	International Existing Building Code	102.3, 201.3, 304.1.1, 305.1.2
IFC-09 18	International Fire Code	102.3, 201.3, 702.1, 702.2, 702.4.1, 704.1, 704.2.7, 704.6, 711.1, 901.1, 902
IFGC-09 18	International Fuel Gas Code	102.3, 201.3, 603.1
IMC-09 18	International Mechanical Code	102.3, 201.3, 403.1, 603.1, 603.5
IPC-09 18	International Plumbing Code	102.3, 201.3, 502.5, 505.1, 602.2
IPMC-09 18	International Property Maintenance Code	704.2.4, 704.2.6
IRC-09 18	International Residential Code	102.3, 201.3, 303.2, 603.1, 702.6.1, 704.2.5

# IGSHPA

International Ground Source Heat Pump Association  
374 Cordell South, Oklahoma State University  
Stillwater, OK 74078-8018

Standard reference number	Title	Referenced in code section number
CLGHPS-08	Closed-Loop / Geothermal Heat Pump Systems, Design and Installation Manual	1007.4

# NFPA

National Fire Protection Association  
1 Batterymarch Park  
Quincy, MA 02269

Standard reference number	Title	Referenced in code section number
10-07 18	Standard for Portable Fire Extinguishers	704.6, 704.6.1, 711.1
12-18	Standard on Carbon Dioxide Extinguishing Systems	
12A-18	Standard on Halon 1301 Fire Extinguishing Systems	
13-07 16	Standard for the Installation of Sprinkler Systems	706.1
13D-16	Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes	
13R-16	Standard for the Installation of Sprinkler Systems in Low-Rise Residential Occupancies	
17-17	Standard for Dry Chemical Extinguishing Systems	
17A-17	Standard for Wet Chemical Extinguishing Systems	
25-08 17	Inspection, Testing and Maintenance of Water-based Fire Protection Systems	704.1.1
70-08 17	National Electrical Code	102.3, 201.3, 604.2, 704.2.4.1
72-08 -16	National Alarm and Signaling Code	704.2.4.1, 902.6
80-07 16	Fire Doors and Other Opening Protectives	703.1.3, 703.2
96-08 17	Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations	607.2
105-07 16	Installation of Smoke Door Assemblies and Other Opening Protectives	703.1.2
204-18	Standard for Smoke and Heat Venting	
701-04 15	Standard Methods of Fire Tests for Flame Propagation of Textiles and Films	705.1
720-15	Standard for the Installation of Carbon Monoxide (CO) Detection and Warning Equipment	
750-15	Standard on Water Mist Fire Protection Systems	
2001-18	Standard on Clean Agent Fire Extinguishing Systems	

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7. Borough of Bellefonte

# MZO

Standard reference number	Title	Referenced in code section number
MZO	Municipal Zoning Code/Ordinance	202, 404.5.2, 404.5.2.2, 803.2, 805.2, 805.4, 805.8, 805.8.2, 807.1.4, 807.4.3, 807.5.1, 807.5.3, 807.5.4

# UL

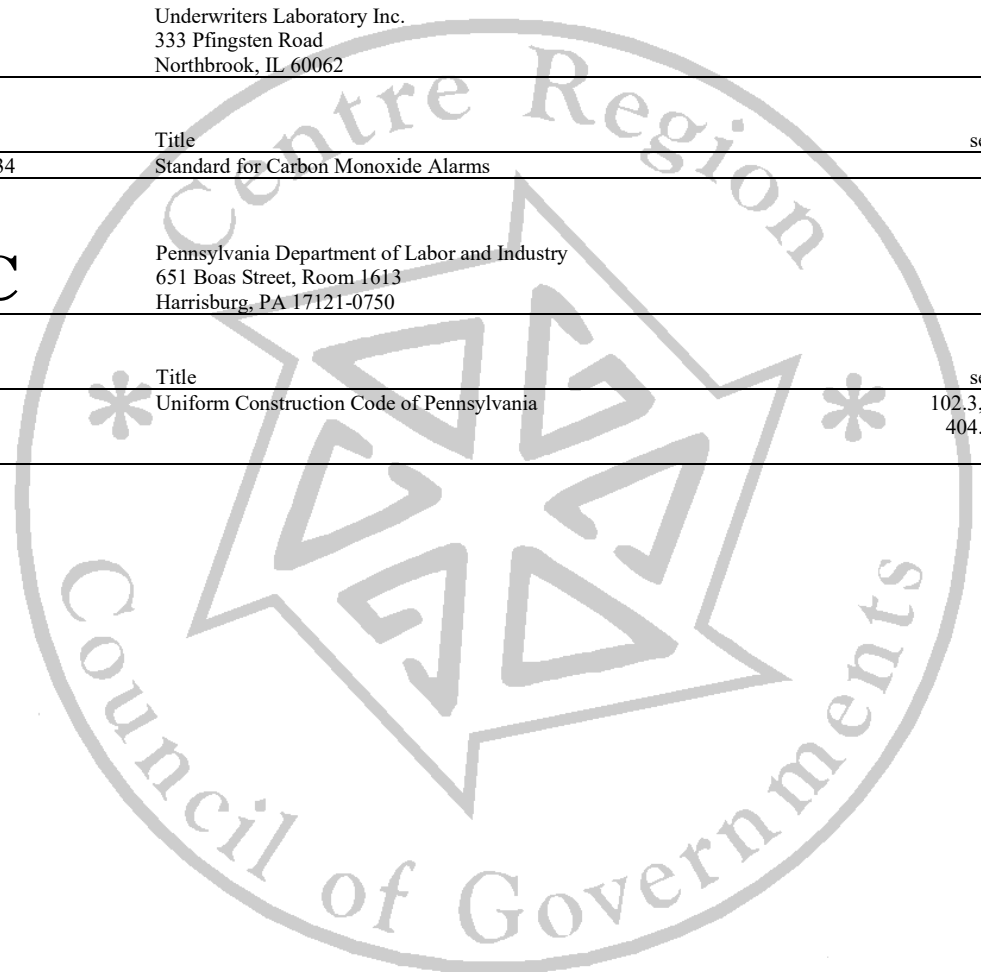
Underwriters Laboratory Inc.  
333 Pfingsten Road  
Northbrook, IL 60062

Standard reference number	Title	Referenced in code section number
ANSI/UL-2034	Standard for Carbon Monoxide Alarms	608.2

# UCC

Pennsylvania Department of Labor and Industry  
651 Boas Street, Room 1613  
Harrisburg, PA 17121-0750

Standard reference number	Title	Referenced in code section number
PA-UCC	* Uniform Construction Code of Pennsylvania *	102.3, 102.7, 105.1, 404.5.2.3, 704.10, 802.1



100 The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if “A” follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.  
1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College;  
7. Borough of Bellefonte





# APPENDIX A

## BOARDING STANDARD

### A101 GENERAL

**A101.1 General.** All windows and doors shall be boarded in an *approved* manner to prevent entry by unauthorized *persons* and shall be painted to correspond to the color of the existing *structure*.

### A102 MATERIALS

**A102.1 Boarding sheet material.** Boarding sheet material shall be minimum 1/2-inch (12.7 mm) thick wood structural panels complying with the *International Building Code*.

**A102.2 Boarding framing material.** Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the *International Building Code*.

**A102.3 Boarding fasteners.** Boarding fasteners shall be minimum 3/8-inch (9.5 mm) diameter carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the *International Building Code*.

### A103 INSTALLATION

**A103.1 Boarding installation.** The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5.

**A103.2 Boarding sheet material.** The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

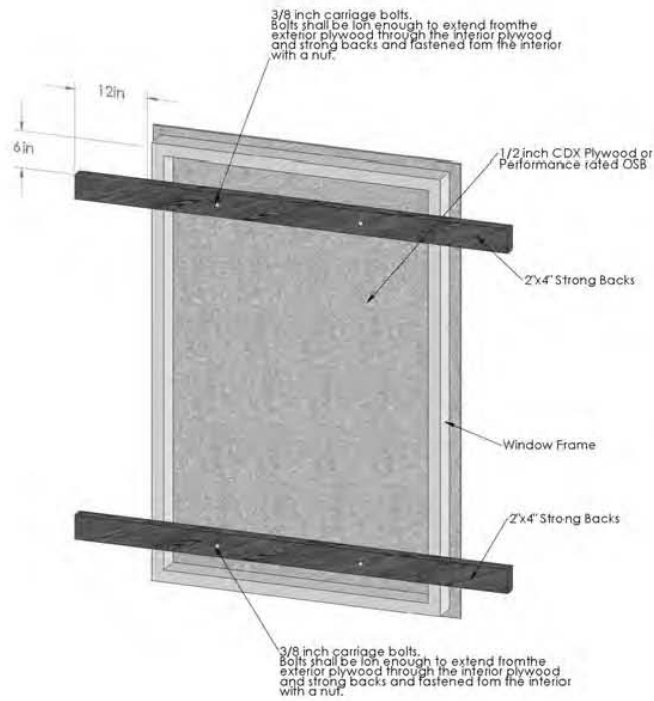
**A103.3 Windows.** The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches minimum above the bottom and below the top of the

window opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

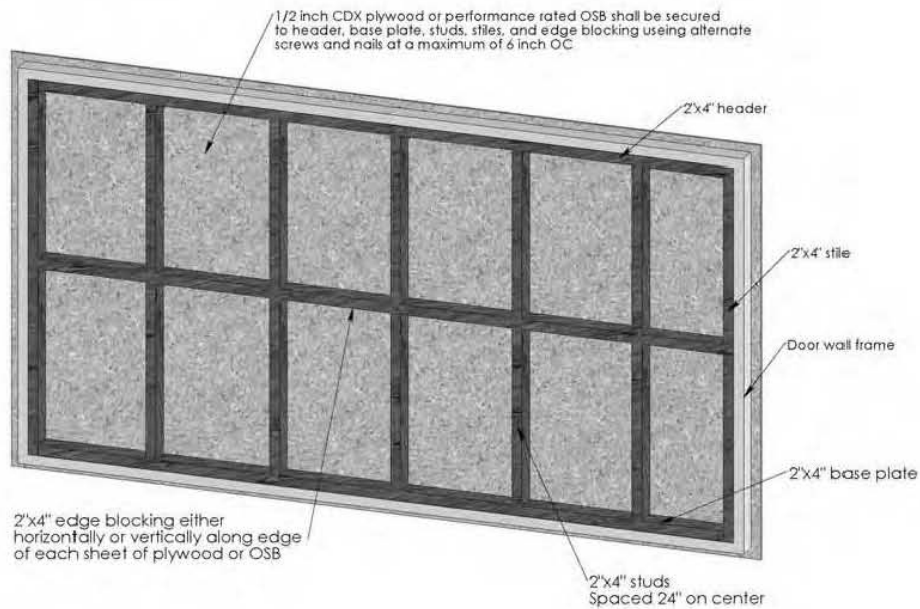
**A103.4 Door walls.** The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at not more than 24 inches (610 mm) on center. Blocking shall also be secured at not more than 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured with screws and nails alternating every 6 inches (152 mm) on center.

**A103.5 Doors.** Doors shall be secured by the same method as for windows or door openings. One door to the *structure* shall be available for authorized entry and shall be secured and locked in an *approved* manner.

102 The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if "A" follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.  
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**FIGURE A103.1(1)**  
**BOARDING OF DOOR OR WINDOW**



**FIGURE A103.1(2)**  
**BOARDING OF DOOR WALL**

# APPENDIX B

## BOROUGH OF BELLEFONTE ENABLING ORDINANCE

ORDINANCE NO. 06052017-01

**AN ORDINANCE OF THE BOROUGH OF BELLEFONTE, CENTRE COUNTY, PENNSYLVANIA, REPEALING THE BOROUGH OF BELLEFONTE SAFETY AND PROPERTY MAINTENANCE CODE, 2011 EDITION AND AMENDMENTS, AND ADOPTING THE CENTRE REGION BUILDING SAFETY AND PROPERTY MAINTENANCE CODE, 2017 EDITION, AS AMENDED, TO BE KNOWN AS CHAPTER 425 – PROPERTY MAINTENANCE AND SAFETY**

**Section 101. Repeal of Ordinances.** The provisions of Ordinance 12202010-02 as amended that provide for the adoption and modification of the Borough of Bellefonte Safety and Property Maintenance Code / 2011 are hereby repealed.

**Section 102. Changes.** The following articles and sections of Borough of Bellefonte Code Chapter 425 as adopted are amended, deleted, or altered as follows:

**Add §425-2 Adoption of the Centre Region Building Safety and Property Maintenance Code, 2017 Edition.**

It is hereby adopted by the municipality for the intent and purposes set forth in § 425-1 that certain code known as the *Centre Region Building Safety and Property Maintenance Code, 2017 edition*, as promulgated by the Centre Region Council of Governments, except such provisions which may be in conflict with the laws of the Commonwealth of Pennsylvania or the regulations issued by an agency of the Commonwealth by virtue of such laws and which provide a more stringent standard and which are required to be observed by the municipality or the provisions of other ordinances of this jurisdiction which are in conflict with the provisions of this chapter, regardless of the strictness of the provisions. The provisions of the *Centre Region Building Safety and Property Maintenance Code, 2017 edition*, as amended, are set forth in the copy presently on file in the office of the Municipal Manager, and are hereby adopted as fully as if set forth in length herein, and from the date on which this chapter shall take effect, the provisions thereof shall be controlling within the limits of the municipality, except as modified by this chapter and any subsequent amendments thereto.

**Add §425-3 Amendments to Building Safety and Property Maintenance Code** The following articles and sections of the *Centre Region Building Safety and Property Maintenance Code, 2017 edition*, as adopted, are amended, deleted, or altered as follows:

1. Add: Section 315 Vegetative growth: To read: No person, firm or corporation owning or occupying any property within the Borough of Bellefonte shall permit any grass or weeds or any other vegetation whatsoever to grow or remain upon such premises to exceed a height of six inches or so as to cause unpleasant or noxious odors, conceal filthy deposits or create or produce pollen.

Exception:

- a) Vegetation which is edible and cultivated for that purpose shall be permitted to exceed a height of six inches.
  - b) Vegetative growth commonly recognized as having an ornamental purpose shall be permitted.
  - c) For the purposes of this section, trees, bushes and hedges shall not be considered vegetation subject to the height limitation.
  - d) Noxious weeds prohibited by the Noxious Weed Control Law, 3 P.S. § 255.8, as amended, or as it may be amended in the future, or by regulations of the Department of Agriculture, shall not be permitted to grow within the Borough of Bellefonte either generally or as exceptions to the height limitations set forth above.
2. Add: Section 315.1 Vegetative growth and right-of-way encroachment. To read: No person, firm or corporation owning or occupying any property within the Borough of Bellefonte shall permit any weeds or brushes to grow and remain upon that portion of the street or alley immediately in front of or adjoining said premises between the property line and the outer edge of any adjacent street or alley. It is the intent and meaning of the section that a portion of the streets or alleys between the property line and the outer edge of the roadway, commonly known as the right-of-way, which space should only be occupied by lawns, sidewalks and shade trees, shall be maintained not to exceed a height of six inches by the owner, tenant, occupant or agent of the property immediately abutting such space. Vegetative growth commonly recognized as having an ornamental purpose shall be permitted.
3. Add Section 315.2 Vegetative violations. To read: Grass, weeds, or other vegetation so growing on any property in the Borough or on any public right-of-way or public utility easement adjoining or adjacent to such property is hereby declared to be a nuisance and abatable as such at law or in equity
4. Add: Section 316 Unlicensed vehicles. To read: Except as provided for in other regulations, no inoperative, unlicensed or uninspected motor vehicle or trailer designed to be towed by a motor vehicle shall be parked, kept or stored on any premises. No vehicle or trailer shall at any time be in a state of major disassembly, disrepair or in the process of being stripped or dismantled. Painting of vehicles or trailers is prohibited unless conducted inside an approved spray booth.
- Exception: A vehicle of any type or trailer is permitted to undergo major overhaul, including bodywork, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.
5. The title of Table 404.5. is now: Table 404.5. Minimum Habitable Space (square feet [square meters]) applies to all properties.
6. Table 404.5.1 is deleted.

7. Table 404.5.2 is deleted.
8. Alter: Section 805.8 Offenses. To read: For the purpose of this suspension provision, offenses are violations of the Borough of Bellefonte Zoning Ordinance.
9. Section 806 Rental Housing Permit Suspension for Nuisance and Criminal Violations is modified as follows: All notations to Borough or State College Borough shall be changed to Borough of Bellefonte.
10. Alter: Section 806.11.1 Refuse. To read: Refers to garbage, refuse, and municipal solid waste regulations enforced by the Borough of Bellefonte Ordinance Enforcement and Zoning Officers pursuant to Chapter **482**, Solid Waste, of the Borough of Bellefonte Code.
11. Alter: Section 806.11.2 Property maintenance (interior and exterior). To read: Refers to regulations for the maintenance of residential property as generally enforced by the Centre Region Code Administration, pursuant to this code with the exception of Chapter **9** (Fire Code).
12. Alter: Section 806.11.3 Sidewalk obstruction. To read: Refers to regulations for clearing snow, ice, and other obstructions from sidewalks pursuant to Chapter 495, Article II, Sidewalks, of the Borough of Bellefonte Code.
13. Alter: Section 806.11.4 Noise. To read: Refers to the enforcement of Chapter **372**, Noise, of the Borough of Bellefonte Code.
14. Alter: Section 806.11.5 Vegetation. To read: Refers to enforcement of grass and weeds pursuant to Section 315, Vegetative growth, of this code.
15. Alter: Section 806.11.9 Dogs. To read: Refers to enforcement of dog offenses pursuant to Chapter **193**, Animals, of the Borough of Bellefonte Code.
16. Alter: Section 806.11.10 Fire Code. To read: Refers to regulations for the prevention of fires at rental properties as adopted in Chapter **9** (Fire Code) of this code.
17. Section 807 is deleted

**Add 5425-4 Effective date.** To read: The provisions of this ordinance shall be in full force and effect on July 1, 2017.

ENACTED AND ORDAINED as an ordinance by the Borough of Bellefonte this 5th day of June 2017.

**BOROUGH OF BELLEFONTE COUNCIL**

  
\_\_\_\_\_  
President

**ATTEST:**

  
\_\_\_\_\_  
Manager/Secretary

# APPENDIX C

## COLLEGE TOWNSHIP ENABLING ORDINANCE

### COLLEGE TOWNSHIP CENTRE COUNTY, PENNSYLVANIA

#### ORDINANCE O-17-05

#### PROPERTY MAINTENANCE AND FIRE CODE

#### AN ORDINANCE OF THE TOWNSHIP OF COLLEGE, COUNTY OF CENTRE, COMMONWEALTH OF PENNSYLVANIA, REPEALING THE 2010 EDITION OF THE CENTRE REGION BUILDING SAFETY AND PROPERTY MAINTENANCE CODE AND ADOPTING THE 2017 EDITION OF THE CENTRE REGION BUILDING SAFETY AND PROPERTY MAINTENANCE CODE, AS AMENDED, TO BE KNOWN AS CHAPTER 152 – PROPERTY MAINTENANCE AND FIRE CODE

**Section 101, Repeal of Ordinances.** The provisions of Ordinances O-10-03 and O-10-10, as amended, that provide for the adoption and modification of the *Centre Region Building Safety and Property Maintenance Code 2010*, are hereby repealed.

**Section 102. Changes.** The following articles and sections of College Township Code, Chapter 152, as adopted, are amended, deleted, or altered as follows.

**Delete §152-2, Adoption of standards by reference, in its entirety and replace with the following.**

#### **§152-2 Adoption of standards by reference**

It is hereby adopted by the municipality for the purposes set forth in §152-1 that certain code known as the *Centre Region Building Safety and Property Maintenance Code, 2017 edition*, as promulgated by the Centre Region Council of Governments, except such provisions that may be in conflict with the laws of the Commonwealth of Pennsylvania or the regulations issued by an agency of the Commonwealth by virtue of such laws and that provide a more stringent standard and that are required to be observed by the municipality or the provisions of other ordinances of this jurisdiction that are in conflict with the provisions of this chapter, regardless of the strictness of the provisions. The provisions of the *Centre Region Building Safety and Property Maintenance Code, 2017 edition*, as amended, are set forth in the copy presently on file in the office of the Municipal Manager and are hereby adopted as fully as if set forth in length herein, and from the date on which this chapter shall take effect, the provisions thereof shall be controlling within the limits of the municipality, except as modified by this chapter and any subsequent amendments thereto.

108 The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if “A” follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.  
1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College;  
7. Borough of Bellefonte



**Delete §152-3, Amendments; deletions; alterations in its entirety and replace with the following.**

**§152-3 Amendments; deletions; alterations**

The following articles and sections of the *Centre Region Building Safety and Property Maintenance Code, 2017 edition*, as adopted, are amended, deleted, or altered as follows.

- A. Table 404.5.2 is deleted.
- B. The title of Table 404.5.1, Minimum Habitable Space (square feet [square meters]), applies to all properties receiving a rental housing permit for the first time after January 1, 1998.
- C. Section 702.6.1, Three story one or two family dwelling. Shall be deleted in its entirety.
- D. Section 805, Rental Housing Permit Suspension for Zoning Violations, is modified as follows: all notations to Borough or State College Borough shall be changed to College Township; Borough Manager to College Township Manager; and Borough Council to College Township Council.
- E. Alter: Section 805.8, Offenses. To read: For the purpose of this suspension provision, offenses are violations of the College Township Zoning Ordinance.
- F. Section 806, Rental Housing Permit Suspension for Nuisance and Criminal Violation, is modified as follows: All notations to Borough or State College Borough shall be changed to College Township; Borough Manager to College Township Manager; and Borough Council to College Township Council.
- G. Alter: Section 806.11.1 Refuse. To read: Refers to garbage, refuse, and municipal solid waste regulations enforced by the College Township Ordinance Enforcement and Zoning Officers, pursuant to Chapter 172, Solid Waste, of the College Township Code.
- H. Alter: Section 806.11.2, Property maintenance (interior and exterior). To read: Refers to regulations for the maintenance of residential property as generally enforced by the Centre Region Code Administration, pursuant to this code with the exception of Chapter 2 (Fire Code).
- I. Alter: Section 806.11.3, Sidewalk obstruction. To read: Refers to regulations for clearing snow, ice, and other obstructions from sidewalks pursuant to §180-16.1, Sidewalks, of the College Township Code.
- J. Alter: Section 806.11.4, Noise. To read: Refers to the enforcement of Chapter 93, Disorderly Conduct, of the College Township Code.
- K. Alter: Section 806.11.5, Vegetation. To Read: Refers to enforcement of grass and weeds pursuant to Chapter 196, Weeds, of the College Township Code.
- L. Alter: Section 806.11.9, Dogs. To read: Refers to enforcement of grass and weeds pursuant to Chapter 95, Dogs and Cats, of the College Township Code.
- M. Alter: Section 806.11.10, Fire Code. To read: Refers to regulations for the prevention of fires at rental properties as adopted in Chapter 2 (Fire Code) of this code.
- N. Delete: Section 807, Student home license.

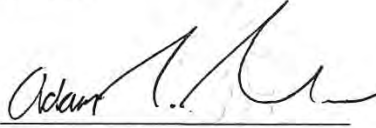
**Modify §152-4, Health officer. To read:** Any Health Officer of a participating municipality who has adopted the *Centre Region Building Safety and Property Maintenance Code, 2017 edition*, as amended, may enforce the provisions of this code.


**Modify §152-5, Effective date. To read:** The provisions of this ordinance shall be in full force and effect on July 1, 2017.

**ENACTED AND ORDAINED** as an ordinance by the Township of College this 1<sup>st</sup> day of June, 2017.

**ATTEST:**

**COLLEGE TOWNSHIP COUNCIL:**

  
Adam T. Brumbaugh, Twp. Mgr./Secretary

  
D. Richard Francke, Council Chair



The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if “A” follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.  
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7. Borough of Bellefonte

# APPENDIX D

## FERGUSON TOWNSHIP ENABLING ORDINANCE

### ORDINANCE 1032

**AN ORDINANCE OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY, PENNSYLVANIA, REPEALING THE CENTRE REGION BUILDING SAFETY AND PROPERTY MAINTENANCE CODE, 2010 EDITION AND AMENDMENTS, AND ADOPTING THE CENTRE REGION BUILDING SAFETY AND PROPERTY MAINTENANCE CODE, 2017 EDITION, AS AMENDED, TO BE KNOWN AS CHAPTER 5 – PART 3 – BUILDING SAFETY AND PROPERTY MAINTENANCE CODE.**

**Section 101. Repeal of Ordinances.** The provisions of Ordinances 932, and 948 as amended that provide for the adoption and modification of the Centre Region Building Safety and Property Maintenance Code / 2010 are hereby repealed.

**Section 102. Changes.** The following articles and sections of Ferguson Township Code Chapter 5 as adopted are amended, deleted, or altered as follows:

**Delete §5-302 Adoption of the Centre Region Building Safety and Property Maintenance Code, 2010 Edition. In its entirety and replace with the following:**

**§5-302 Adoption of the Centre Region Building Safety and Property Maintenance Code, 2017 Edition.**

It is hereby adopted by the municipality for the purposes set forth in § 5-301 that certain code known as the *Centre Region Building Safety and Property Maintenance Code, 2017 edition*, as promulgated by the Centre Region Council of Governments, except such provisions which may be in conflict with the laws of the Commonwealth of Pennsylvania or the regulations issued by an agency of the commonwealth by virtue of such laws and which provide a more stringent standard and which are required to be observed by the municipality or the provisions of other ordinances of this jurisdiction which are in conflict with the provisions of this chapter, regardless of the strictness of the provisions. The provisions of the *Centre Region Building Safety and Property Maintenance Code, 2017 edition*, as amended, are set forth in the copy presently on file in the office of the Municipal Manager, and are hereby adopted as fully as if set forth in length herein, and from the date on which this chapter shall take effect, the provisions thereof shall be controlling within the limits of the municipality, except as modified by this chapter and any subsequent amendments thereto.

**Delete §5-303 Amendments to Building Safety and Property Maintenance Code. In its entirety and replace with the following:**

**§5-303 Amendments to Building Safety and Property Maintenance Code** The following articles and sections of the *Centre Region Building Safety and Property Maintenance Code, 2017 edition*, as adopted, are amended, deleted, or altered as follows:

112 The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if “A” follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.  
1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College;  
7. Borough of Bellefonte

1. Table 404.5.2 is deleted
2. The title of Table 404.5.1 is now: Table 404.5.1 Minimum Habitable Space (square feet [square meters]) applies to all properties receiving a rental housing permit for the first time after January 1, 1998
3. Alter: Section 302.11.2 Study ordered. To read: At any time when the *Code Official*, or other municipal official observes a tree that appears to be a structurally unsound tree, a diseased tree, a dead tree, a dying tree, has significant amount of decay present, or a dangerous tree, *code official*, has the authority to order a special inspection or study be completed by a third party professional certified arborist, contracted by the *owner*, at the *owner's* expense.
4. Alter: Section 302.11.4 Tree removal. To read: If a tree is determined to be a dangerous tree by a certified arborist, the *code official* has the authority to require the modification of the tree as to abate the hazard and maintain the tree in a non-dangerous condition. If the hazard cannot be abated the *code official* has the authority to require the removal of the tree The modification or removal shall be ordered in writing in accordance with the requirements of section 302.11.4.
5. Section 805, Rental Housing Permit Suspension for Zoning Violations, is modified as follows: all notations to Borough or State College Borough shall be changed to College Township, Borough Manager to College Township Manager and Borough Council to College Township Council.
6. Alter: Section 805.8 Offenses. To read: For the purpose of this suspension provision, offenses are violations of the Ferguson Township Zoning Ordinance.
7. Section 806 Rental Housing Permit Suspension for Nuisance and Criminal Violations is modified as follows: All notations to Borough or State College Borough shall be changed to Ferguson Township, Borough Manager to Ferguson Township Manager, and Borough Council to Ferguson Township Council.
8. Alter: Section 806.11.1 Refuse. To read: Refers to garbage, refuse, and municipal solid waste regulations enforced by the Ferguson Township Ordinance Enforcement and Zoning Officers pursuant to Chapter 20, Solid Waste, of the Ferguson Township Code.
9. Alter: Section 806.11.2 Property maintenance (interior and exterior). To read: Refers to regulations for the maintenance of residential property as generally enforced by the Centre Region Code Administration, pursuant to this code with the exception of Chapter 9 (Fire Code).
10. Alter: Section 806.11.3 Sidewalk obstruction. To read: Refers to regulations for clearing snow, ice, and other obstructions from sidewalks pursuant to Chapter 21, Part 2, Sidewalks, of the Ferguson Township Code.
11. Alter: Section 806.11.4 Noise. To read: Refers to the enforcement of Chapter 10, Health and Safety, Part 3, Noise, of the Ferguson Township Code.
12. Alter: Section 806.11.5 Vegetation. To read: Refers to enforcement of grass and weeds pursuant to Chapter 10, Health and Safety, of the Ferguson Township Code.
13. Alter: Section 806.11.9 Dogs. To read: Refers to enforcement of dog offenses pursuant to Chapter 2, Animals, of the Ferguson Township Code.
14. Alter: Section 806.11.10 Fire Code. To read: Refers to regulations for the prevention of fires at rental properties as adopted in Chapter 9 (Fire Code) of this code.
15. Section 807 is deleted

**Add §5-304 Health officer. To read:** Any Health Officer of a participating municipality which has adopted The Centre Region Building Safety and Property Maintenance Code, 2017 edition, as amended, may enforce the provisions of this Code.

**Add §5-305 Effective date. To read:** The provisions of this ordinance shall be in full force and effect on July 1, 2017.

**ORDAINED and ENACTED** this 5th day of June, 2017.

TOWNSHIP OF FERGUSON

By:   
Steve Miller, Chairman  
Board of Supervisors

[SEAL]

ATTEST:

By:   
David G. Pribulka, Secretary



The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if "A" follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.  
1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College;  
7. Borough of Bellefonte

**APPENDIX E**  
**HALFMOON TOWNSHIP ENABLING ORDINANCE**



116 The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if "A" follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.  
1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College;  
7. Borough of Bellefonte





# APPENDIX F

## HARRIS TOWNSHIP ENABLING ORDINANCE

### ORDINANCE 328

AN ORDINANCE OF THE TOWNSHIP OF HARRIS, CENTRE COUNTY, PENNSYLVANIA, REPEALING THE CENTRE REGION BUILDING SAFETY AND PROPERTY MAINTENANCE CODE, 2010 EDITION AND AMENDMENTS, AND ADOPTING THE CENTRE REGION BUILDING SAFETY AND PROPERTY MAINTENANCE CODE, 2017 EDITION, AS AMENDED, TO BE KNOWN AS CHAPTER 10 – ARTICLE IV –PROPERTY MAINTENANCE AND FIRE CODE

**BE IT ENACTED AND ORDAINED** by the Board of Supervisors of Harris Township, Centre County, Pennsylvania, and it is hereby enacted and ordained by authority of the same as follows:

- Section 1.** Intent and Purpose: It is the intent and purpose of this ordinance to adopt a modern property maintenance code, which will prescribe effective standards and minimum requirements for buildings and premises in the Township. This code is designed to cover every facet of housing and property maintenance in order to insure that persons in or visiting the Township are provided with a safe and sanitary environment.
- Section 2.** Repeal of Ordinances: The provisions of Ordinances 288 as amended that provide for the adoption and modification of the Centre Region Building Safety and Property Maintenance Code / 2010 are hereby repealed.
- Section 3.** Adoption of the Centre Region Building Safety and Property Maintenance Code, 2017 edition: It is hereby adopted by Harris Township for the purposes set forth in Section 1 that certain code known as the *Centre Region Building Safety and Property Maintenance Code, 2017 edition*, as promulgated by the Centre Region Council of Governments, except such provisions which may be in conflict with the laws of the Commonwealth of Pennsylvania or the regulations issued by an agency of the commonwealth by virtue of such laws and which provide a more stringent standard and which are required to be observed by the Township or the provisions of other ordinances of this jurisdiction which are in conflict with the provisions of this chapter, regardless of the strictness of the provisions. The provisions of the *Centre Region Building Safety and Property Maintenance Code, 2017 edition*, as amended, are set forth in the copy presently on file in the office of the Harris Township Municipal Manager, and are hereby adopted as fully as if set forth in length herein, and from the date on which this chapter shall take effect, the provisions thereof shall be controlling within the limits of the municipality, except as modified by this chapter and any subsequent amendments thereto.
- Section 4.** Deletions: The following sections of the Centre Region Building Safety and Property Maintenance Code, 2017 edition, as amended, are deleted in their entirety:

Section 302.11 Trees

Table 404.5.1 Minimum Habitable Space applies to all properties receiving a rental housing permit for the first time between January 1, 1998 and December 31, 2002

118 The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if “A” follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.  
1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College; 7. Borough of Bellefonte

Table 404.5.2 Minimum Habitable Space applies to all properties receiving a rental housing permit for the first time after January 1, 2003

Section 702.6.1 Three story one or two family dwelling

Section 708.3.3 Open burning

Section 805 Rental housing permit suspension for zoning violations

Section 806 Rental housing permit suspension for nuisance and criminal violations

Section 807 Student home license

Section 902.1 Permit required

Section 902.2 Permit required

**Section 5. Amendments, and Alterations:** The following sections of the Centre Region Building Safety and Property Maintenance Code, 2017 edition, are amended to read as follows:

Alter Section 101.2 Scope. To read:

Exception: Owner-occupied single-family dwellings that do not require a rental housing permit are exempted from all sections of this code except Sections 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 302.1, through 302.7, 302.9, 302.10, 303, 304.1, 304.3 through 304.12, 304.19 through 304.21, 306, exterior provisions of 307.1, 312, 604, and chapters 2, 9, 10, and 11 of this code.

Alter: Section 404.3 Minimum ceiling heights. To read:

Exceptions: 4. Structures constructed prior to 1996

Alter: Table 404.5. Minimum habitable space applies to all properties receiving a rental housing permit.

Alter: Section 714.2 L-P Gas containers. To read:

**714.2 L-P Gas containers.** Under no circumstances shall any LP-gas container or compressed gas fuel cylinder with a water capacity greater than 2-1/2 pounds [nominal 1 pound (0.454 kg) LP-gas capacity] be used on any balcony or area that does not have a direct *means of egress* that does not require entry to a *structure* nor in areas covered by a *roof* or partially enclosed area no matter what the construction type.

Add: Section 805 Rental housing permit revocation. To read:

**Section 805 Rental housing permit revocation.**

**805.1 Violation Notice Required.** Within any eighteen (18) month period, as specified in Section 805.2 (2), written notices may be issued as follows:

1. Prior to revocation of a rental housing permit, the Township shall provide written notice to the owner of any rental property whenever two (2) or more offenses pertaining to occupancy, external or internal property maintenance, refuse, dogs, sidewalk obstructions, noise, drugs, alcohol, disorderly conduct, or vegetation have occurred individually or in combination at the property within an 18-month period. The written notice shall state that the property has been identified as a problem property and that continued offenses could result in revocation of the rental housing permit.
2. Whenever two (2) or more additional violations occur after the first notice, a second written notice shall be sent advising the property owner that his/her property has again been identified as a problem property and that further offenses at said property may result in rental housing permit revocation. To afford the property owner an opportunity to correct problems identified in the first notice, the second notice shall not be sent before thirty (30) calendar days following the first notice.
3. Whenever two (2) or more additional violations occur for a total of six (6) or more offenses, a third written notice shall be sent advising the property owner that the property has again been identified as a problem property and the rental housing permit may be revoked.

**805.2. Empowerment and Conditions for Revocation.** The code official of the Centre Region Code Administration is empowered to revoke the rental housing permit for any property within the Township whenever all of the following conditions have occurred:

1. The property owner received two (2) written notices from the Municipality that the property has been determined to be a problem property;
2. Six (6) or more offenses pertaining to occupancy, external/internal property maintenance, refuse, dogs, sidewalk obstructions, noise, disorderly conduct, drugs, alcohol or vegetation have occurred individually or collectively at the property within an eighteen (18) month period;

3. Said offenses resulted in a plea of guilty or conviction or judgment in favor of the Municipality or warrant for the arrest of a defendant.

Revocation by the code official shall not be for internal property maintenance offenses, except those that are deemed life-safety offenses.

When a complaint made by the property owner, their property manager, person in charge, or by the tenants of the premises results in prosecution against another at the premises, such violation shall not be counted toward revocation of the rental housing permit.

**805.3 Revocation Procedures.** The code official shall notify the property owner of the revocation by written notice sent by a parcel service with delivery receipt, delivered in person, or posted on the property. The notice shall advise the property owner of the property address, the effective dates of the revocation, the reason for the revocation, the effect of the revocation on the property, penalties that can be imposed for violation of the revocation and appeal rights and procedures.

The code official shall set forth the effective date of the revocation in such manner so that revocation commences on the first day following expiration of the lease or leases in force provided such lease or leases are not for more than a one-year period. When there is no lease in force or when the lease or leases are for periods greater than one year, revocation shall commence upon the first day following the annual permit renewal date. No housing permit shall be renewed for six (6) months for the first revocation and twelve (12) months for each subsequent revocation beginning on the effective date of the revocation.

**805.4 Effect of Revocation.** Upon the commencement of revocation, the property shall be secured and no person, firm or corporation shall operate or rent/lease to another for residential occupancy any dwelling unit or rooming unit during such time that the rental housing permit for such unit is revoked.

**805.5 Appeal Procedure from Code Official.** Appeals of revocation initiated by the code official shall be heard by the Centre Region Building and Housing Code Board of Appeals in accordance with the procedures established for appeals to that Board, as referenced in Section 111, "Means of Appeals. The Board of Appeals is empowered to sustain, withdraw or modify the revocation.

**805.6 Offenses.** For purposes of this section, offenses are those as set forth in the following ordinances or statutes:

Occupancy: Refers to applicable definitions within Chapter 12, Article XI of the Harris Township Code of Ordinances, as amended.

Refuse. Refers to Municipal Solid Waste regulations enforced by the Ordinance Enforcement Officer pursuant to Chapter 5 of the Harris Township Code of Ordinances, as amended.

Property Maintenance (Interior and Exterior). Refers to regulations for the maintenance of residential property contained in the Centre Region Building Safety and Property Maintenance Code, as generally enforced by the Centre Region Code Office.

Sidewalk Obstruction. Refers to regulations for clearing snow, ice and other obstructions from sidewalks pursuant to Chapter VII, Subchapter D. of the Harris Township Code of Ordinances, as amended.

Vegetation. Refers to enforcement of grass and weeds pursuant to Chapter V, Subchapter B. of the Harris Township Code of Ordinances, as amended.

Disorderly Conduct. Refers to enforcement by the State College Borough Police Department of Section 5503, Crimes Code, Act of Dec. 6, 1972, P.L. 1482, No. 334.

Drugs. Refers to enforcement by police of The Controlled Substance, Drug, Device and Cosmetic Act," of April 14, 1972, P.L. 233, No. 64, as amended.

Alcohol. Refers to possession or consumption by a minor pursuant to Section 6308, Crimes Code, Act of Dec. 6, 1972, P.L. 1482, No. 334, or furnishing to a minor, Section 493, Liquor Laws, Act of April 12, 1951, P.L. No. 90, as amended.

Dogs. Refers to enforcement of dog offenses pursuant to Ordinance No. 159, the Harris Township Dog Ordinance, and the Pennsylvania State Dog Law.

**805.7 Assignment of Offenses.** Offenses, as set forth in Section 805.6 of this ordinance, shall apply towards revocation of the rental housing permit for any 1-family house, duplex, multiple-family dwelling unit, rooming unit or fraternity, as the case may be, in accordance with the following:

1-Family House or Fraternity House: Section 805.6 offenses that occur anywhere on the property, including sidewalk obstruction on sidewalks contiguous to the property, shall apply to the house or the fraternity.

2-Family (Duplex), Multiple-Family or Rooming Unit: Section 805.6 offenses that occur within an individual dwelling or rooming unit shall apply to that unit. Offenses committed by a tenant shall apply to the tenant's dwelling or rooming unit. Offenses committed by the property owner shall be assigned to the property in general.

**SECTION 7. Effective Date.** The effective date of this ordinance shall be September 1, 2017.

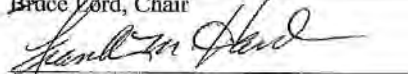
**SECTION 8. Severability Clause.** Nothing in this ordinance or Chapter or in the Centre Region Building Safety and Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed, as cited in Section 2 of this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this ordinance.

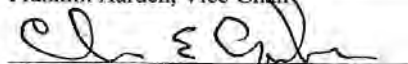
**SECTION 9.** In all other respects the Code of Harris Township remains in full force and effect, and is not in any way affected or modified by this amendment.

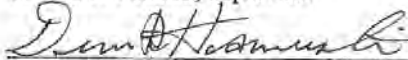
ENACTED AND ORDAINED this 11<sup>th</sup> day of September, 2017

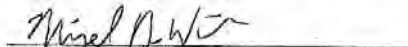
HARRIS TOWNSHIP  
BOARD OF SUPERVISORS

  
\_\_\_\_\_  
Bruce Lord, Chair

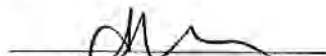
  
\_\_\_\_\_  
Franklin Harden, Vice-Chair

  
\_\_\_\_\_  
Charles E. Graham, Supervisor

  
\_\_\_\_\_  
Dennis Hameister, Supervisor

  
\_\_\_\_\_  
Nigel Wilson, Supervisor

ATTEST:

  
\_\_\_\_\_  
Amy Farkas, Secretary

# APPENDIX G

## PATTON TOWNSHIP ENABLING ORDINANCE

PATTON TOWNSHIP  
CENTRE COUNTY, PENNSYLVANIA

ORDINANCE NO. 2017- 585

### PROPERTY MAINTENANCE AND FIRE CODE

**AN ORDINANCE OF THE TOWNSHIP OF PATTON, CENTRE COUNTY, PENNSYLVANIA, REPEALING THE 2010 EDITION OF THE CENTRE REGION BUILDING SAFETY AND PROPERTY MAINTENANCE CODE AND ADOPTING THE CENTRE REGION BUILDING SAFETY AND PROPERTY MAINTENANCE CODE, 2017 EDITION, AS AMENDED, TO BE KNOWN AS CHAPTER 127 (PROPERTY MAINTENANCE AND FIRE CODE).**

**BE IT ENACTED AND ORDAINED** by the Board of Supervisors of Patton Township, Centre County, Pennsylvania, and it is hereby enacted and ordained by authority of the same as follows:

**SECTION 1. Intent and Purpose.** It is the intent and purpose of this ordinance to adopt a modern property maintenance code, which will prescribe effective standards and minimum requirements for buildings and premises in the Municipality. This code is designed to cover every facet of housing and property maintenance in order to insure that persons in or visiting the Municipality are provided with a safe and sanitary environment.

**SECTION 2. Repeal of Ordinances.** The provisions of Ordinance No. 2010-519 and No. 2011-529 as amended that provide for the adoption and modification of the Centre Region Building Safety and Property Maintenance Code /2010 are hereby repealed.

**SECTION 3. Adoption of the Centre Region Building Safety and Property Maintenance Code, 2017 edition.** It is hereby adopted by Patton Township for the purposes set forth in Section 1 that certain code known as the *Centre Region Building Safety and Property Maintenance Code, 2017 edition*, as promulgated by the Centre Region Council of Governments, except such provisions which may be in conflict with the laws of the Commonwealth of Pennsylvania or the regulations issued by an agency of the Commonwealth by virtue of such laws and which provide a more stringent standard and which are required to be observed by the Municipality or the provisions of other ordinances of this jurisdiction which are in conflict with the provisions of the ordinance, regardless of the strictness of the provisions. The provisions of the Centre Region Building Safety and Property Maintenance Code, 2017 edition, as amended, are set forth in the copy presently on file in the office of the Patton Township Manager, and are hereby adopted as fully as if set forth in length herein, and from the date on which this ordinance shall take effect, the provisions thereof

124 The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if "A" follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.  
1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College; 7. Borough of Bellefonte



shall be controlling within the limits of Patton Township, except as modified by this ordinance and any subsequent amendments thereto.

**SECTION 4. Amendments, Deletions, Alterations.**

The following sections of the Centre Region Building Safety and Property Maintenance Code, 2017 edition, as amended, is deleted in its entirety:

**§302.11. Trees.**

**Table 404.5.2 Minimum habitable space (square feet [square meters]) applies to all properties receiving a rental housing permit for the first time after January 1, 2003.**

**§702.6.1. Three story one or two family dwelling.**

**§807. Student home license.**

The following sections of the Centre Region Building Safety and Property Maintenance Code, 2017 edition, as amended, are amended to read as follows:

**Table 404.5.1 Minimum habitable space (square feet [square meters]) applies to all properties receiving a rental housing permit for the first time after January 1, 1998.**

**SECTION 5. Health Officer.** Any Health Officer of a participating municipality which has adopted The Centre Region Building Safety and Property Maintenance Code, 2017 edition, as amended, may enforce the provisions of this Code.

**SECTION 6. Effective Date.** The effective date of this ordinance shall be July 1, 2017.

**SECTION 7. Severability Clause.** Nothing in this ordinance or Chapter or in the *Centre Region Building Safety and Property Maintenance Code, 2017 edition* hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed, as cited in Section 2 of this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this ordinance.

**SECTION 8:** In all other respects the Code of Patton Township remains in full force and effect, and is not in any way affected or modified by this amendment.

ENACTED AND ORDAINED as an ordinance by the Township of Patton this the  
~~xx~~ day of ~~xxxxx~~ 2017.

10<sup>th</sup> May DE

**PATTON TOWNSHIP BOARD OF SUPERVISORS**

\_\_\_\_\_

\_\_\_\_\_

Attest:

**Douglas J. Erickson**  
Township Secretary

[Seal]



# APPENDIX H

## BOROUGH OF STATE COLLEGE ENABLING ORDINANCE

### ORDINANCE 2093

AN ORDINANCE OF THE BOROUGH OF STATE COLLEGE PROVIDING FOR THE ADOPTION OF THE CENTRE REGION BUILDING SAFETY AND PROPERTY MAINTENANCE CODE, 2017 EDITION, FOR THE PURPOSE OF PRESCRIBING MINIMUM EFFECTIVE STANDARDS AND MINIMUM MAINTENANCE REQUIREMENTS FOR ALL EXISTING PREMISES AND STRUCTURES, BOTH RESIDENTIAL AND NON-RESIDENTIAL

Be it ENACTED AND ORDAINED by the Council of the Borough of State College, and it is hereby Enacted and Ordained by authority of the same, as follows:

SECTION 1. Intent and Purpose. It is the intent and purpose of this ordinance to adopt a modern property maintenance code, which will prescribe effective standards and minimum requirements for buildings and premises in the Borough of State College. This code is designed to cover every facet of housing and property maintenance in order to insure that persons in or visiting the Borough are provided with a safe and sanitary environment.

SECTION 2. Repeal of Ordinances. The provisions of Ordinance 1948, 2017, and 2029 as amended and Chapter IV, Part L of the Codification of Ordinances of the Borough of State College that provide for the adoption of the Centre Region Building Safety and Property Maintenance Code/2010 are hereby repealed.

SECTION 3. Adoption of the Centre Region Building Safety and Property Maintenance Code/2017. It is hereby adopted by the Borough of State College for the purposes set forth in Section 1 that certain code known as the *Centre Region Building Safety and Property Maintenance Code, 2017* edition, as promulgated by the Centre Region Council of Governments, except such provisions which may be in conflict with the laws of the Commonwealth of Pennsylvania or the regulations issued by an agency of the Commonwealth by virtue of such laws and which provide a more stringent standard and which are required to be observed by the Borough of State College or the provisions of other ordinances of this jurisdiction which are in conflict with the provisions of the ordinance, regardless of the strictness of the provisions. The provisions of the Centre Region Building Safety and Property Maintenance Code, 2017 edition, as supplemented, are set forth in the copy presently on file in the office of the Borough Manager, and are hereby adopted as fully as if set forth in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the Borough of State College, except as modified by this ordinance and any subsequent amendments thereto.

SECTION 4. Amendments, Deletions, Alterations. The following articles and sections of the Centre Region Building Safety and Property Maintenance Code/2017, as adopted, are amended, deleted or altered as follows:

128 The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if "A" follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.  
1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College;  
7. Borough of Bellefonte

The following sections are deleted:

- 302.11 Trees
- 304.24 Fire escape inspection
- 313 Emergency accommodations
- 404.8 Congregate cooking facilities inspection
- 404.9 Maximum occupancy of fenced in exterior areas

The following sections are modified to read as follows:

102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 11 and considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

102.8 Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of an existing fixture, structure, or equipment, or for the public safety, health, general welfare, not specifically covered by this code, shall be determined by the code official.

106.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

108.2.1 Authority to disconnect service utilities. The code official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 102.7 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without approval. The code official shall notify the serving utility and, whenever possible, the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the owner or occupant of the building structure or service system shall be notified in writing as soon as practical thereafter.

SECTION 5. Health Officer. Any Health Officer of a participating Borough or Municipality which has adopted Centre Region Building Safety and Property Maintenance Code/2010, as amended, may enforce the provisions of this Code.

SECTION 6. Effective Date. The effective date of this ordinance shall be July 1, 2017.

SECTION 7. Severability Clause. Nothing in this ordinance or in the *Centre Region Building Safety and Property Maintenance Code, 2017 edition* hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability



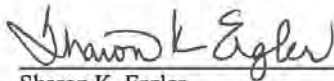
130 The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if "A" follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.  
1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College;  
7. Borough of Bellefonte

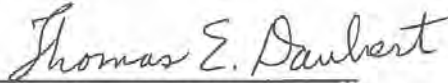
incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed, as cited in Section 2 of this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this ordinance.

ENACTED AND ORDAINED this 3<sup>rd</sup> day of April, 2017.

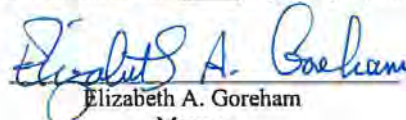
Attest:

BOROUGH OF STATE COLLEGE

  
Sharon K. Ergler  
Assistant Borough Secretary

  
By: Thomas E. Daubert  
President of Council

EXAMINED AND APPROVED as an Ordinance this 6<sup>th</sup> day of April, 2017.

  
Elizabeth A. Goreham  
Mayor

ORDINANCE 2100

AN ORDINANCE OF THE BOROUGH OF STATE COLLEGE PROVIDING FOR THE MODIFICATION OF THE CENTRE REGION BUILDING SAFETY AND PROPERTY MAINTENANCE CODE, 2017 EDITION, FOR THE PURPOSE OF PRESCRIBING MINIMUM EFFECTIVE STANDARDS FOR VISITABILITY IN NEW SINGLE-FAMILY HOMES TO BE USED AS RENTAL HOUSING.

Be it ENACTED AND ORDAINED by the Council of the Borough of State College, and it is hereby Enacted and Ordained by authority of the same, as follows:

SECTION 1. Intent and Purpose. It is the intent and purpose of this ordinance to modify the property maintenance code to include visitability standards for rental housing for premises in the Borough of State College. This code is designed to cover every facet of housing and property maintenance in order to insure that persons in or visiting the Borough are provided with a safe and sanitary environment.

SECTION 2. Amendments, Deletions, Alterations. The following articles and sections of the Centre Region Building Safety and Property Maintenance Code/2017, as adopted, are amended, deleted or altered as follows:

The following sections are added:

**317 Visitability**

**317.1 Scope.** The requirements of Section 317, Visitability apply to one and two family dwellings that receive a building permit under the Uniform Construction Code of Pennsylvania for initial construction after the 30<sup>th</sup> day of September, 2017, and are intended for a rental housing permit under this code.

**317.2 Minimum requirements.** At a minimum, each rental unit shall have one floor that meets the requirements of a Type C Unit as defined by Section 1005, Type C (Visitable) Units of ICC A117.1 Accessible and Usable Buildings and Facilities.

**Chapter 11**

The following citation is added:

**ICC**

International Code Council  
500 New Jersey Avenue, NW  
6th Floor  
Washington, DC 20001

Standard reference number	Title	Referenced in code section number
ICC-117.1-09	Accessible and Usable Buildings and Facilities	317.2

SECTION 3. Effective Date. The effective date of this ordinance shall be October 1, 2017.

SECTION 4. Severability Clause. Nothing in this ordinance or in the *Centre Region Building Safety and Property Maintenance Code, 2017 edition* hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed, as cited in Section 2 of this ordinance, nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this ordinance.

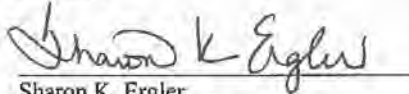
132 The following notation [ ] behind the section number denotes that the *Municipality* has either not adopted this section or if "A" follows the number they have altered the section and the alteration can be found in the appropriate municipal ordinance appendix.  
1. College Township; 2. Ferguson Township; 3. Halfmoon Township; 4. Harris Township; 5. Patton Township; 6. Borough of State College; 7. Borough of Bellefonte

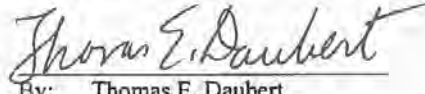


ENACTED AND ORDAINED this 11<sup>th</sup> day of September, 2017.

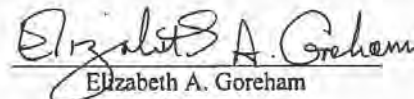
ATTEST

BOROUGH OF STATE COLLEGE

  
Sharon K. Ergler  
Assistant Borough Secretary

  
By: Thomas E. Daubert  
President of Council

EXAMINED AND APPROVED as an Ordinance this 14<sup>th</sup> day of September,  
2017.

  
Elizabeth A. Goreham  
Mayor

# Centre Region Rental Housing & Building Safety Code, 2023 edition Public Comment & Response

## **Public Comment 1:**

The only purposed change that I would make is the occupancy limit waiver for familial relationships. I understand the reasoning, but if a married couple with 5 young children want to rent a single bedroom in a shared townhome, how is that fire safe? At some point, the ability of people to vacate a space during an emergency is hindered by the number of people living in the space. There should be an alignment of some sort with a fire code.

## **Response 1:**

The current Centre Region Building Safety & Property Maintenance Code does not make exceptions for familiar relationships with respect to “maximum occupancy.” The life-safety considerations are of primary concern, and in no case will “over occupancy” be permitted. This is not proposed to change with this code update.

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## **Public Comment 2:**

Bedroom Size, I think it would be better to go with the 70 sq ft size that is accepted nationally for the following reasons: it would be a smaller environmental impact per tenant having a smaller space to heat/cool and with the rising costs it would provide a lower cost alternative for lower income tenants or families.

## **Response 2:**

The occupancy table has been adjusted to use Table 404.5.1 for all units permitted after January 1, 1998 for the Borough of State College. All of the other municipalities are remaining constant as to what they were using previously. This change will make the minimum bedroom size 70 sq ft.

---

**Public Comment 3:**

Egress window: It is not clearly specified in the code but I think we should allow a single hung casement window. The ones I am looking at do not crank. The crank mechanisms fail and tenants are not good at reporting maintenance on the windows. I fear that they could actually need it to work in an emergency and because they failed to report the needed maintenance might become trapped. Hopefully they would be able to break the glass but they might not have the tools they need in an emergency. That is why I would like to go with an egress window like the one found here.

[https://basementwindowsystems.com/product/escape-window/?gclid=Cj0KCQjwnP-ZBhDiARIsAH3FSRfFOIz4EBtoGlsecU7vHRJzIrJH7pARmCxgz5yvy-smgCy0FHrDdN4aAgdEEALw\\_wcB](https://basementwindowsystems.com/product/escape-window/?gclid=Cj0KCQjwnP-ZBhDiARIsAH3FSRfFOIz4EBtoGlsecU7vHRJzIrJH7pARmCxgz5yvy-smgCy0FHrDdN4aAgdEEALw_wcB)

Due to our code of clear glass this one might not pass and I think something like this should be allowed by code.

**Response 3:**

The window operational mode is not specified in the code, other than it must be able to be opened without “special knowledge.” What is specified in the code is the minimum opening size that is permissible. This language is consistent with the International Residential Code. Traditionally, many owners choose to use the casement window due to the clear opening size that is easily achievable. With respect to the maintenance of the window operator, escape window operation is checked during the regular inspection cycle with any observed deficiencies being required to be corrected.

---

**Public Comment 4**

*Emergency Accommodations.* Section 313 of the BSPMC requires owners to provide alternative accommodations to tenants, at the owner’s expense, any time that a unit has been declared unfit for human habitation and the unit will not be usable. The Borough has opted out of this requirement (see Section 4-504(a)(3) of the PMC). Borough Council should amend the PMC to delete Section 4-504(a)(3).

Rationale: Section 313 of the BSPMC places the responsibility of finding and paying for alternative accommodations on the party that is legally responsible for the code violations. By opting out, the Borough places that burden onto the tenant, who is often unable to afford it and who is not the legally responsible party. The tenant, in turn, can potentially sue the Borough for relocation costs. Opting out of Section 313 is both fundamentally unfair and exposes the Borough to potential liability.

**Response 4:**

The Borough of State College appreciates the recommendation and will take this recommendation and rationale into account during its adoption of the updated code document.

---

**Public Comment 5**

*Imminent Hazards – Powers of Code Official.* Section 804.1 of the BSPMC allows the code official to order any structure to be vacated within 10 days if there is an imminent hazard to community health, safety or welfare. In addition to the power to condemn a property and order it vacated, other municipalities have vested their code officials with the power to enter a property and cause repairs to be made at the owner’s expense. Section 109.4 of the BSPMC vests the code official with this authority when a building is in imminent danger of failure or collapse, but there is no similar authorization in Section 804. The COG and Borough should vest its code official with the authority to abate imminent hazards to community health, safety or welfare, and should create a reimbursable fund for the code official to use for such repairs.

Rationale: The power to order a property vacated is essential to the protection of public health, but should be used only as a last resort. Ordering a tenant to vacate effectively punishes the tenant for the landlord’s code violation, and leaves a vacant code-deficient home that could become blighted and abandoned. An urgent repair policy, on the other hand (coupled with a requirement that the landlord provide alternative accommodations to the tenant) would give the code official the power to abate the hazardous condition if the landlord fails to do so, and require the landlord to reimburse the cost of abatement as a condition of permit renewal.

**Response 5:**

The Borough of State College appreciates the recommendation and will take this recommendation and rationale into account during its adoption of the updated code document.

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**Public Comment 6**

*Imminent Hazards – Due Process.* Section 804.1 of the BSPMC states that, if the code official orders a structure to be vacated, any person who occupies that structure after 10 days can be prosecuted. It also provides for a hearing with the property owner to review the vacation order. The BSPMC should be amended to specify that occupants of any property that is subject to an order to vacate will be provided with notice and an opportunity to be heard.

Rationale: Tenants have a property interest in their leasehold. Issuing an order to vacate and subjecting occupants to potential criminal prosecution for continuing to occupy the unit effectively extinguishes that property interest. A municipality that issues an order to vacate is obligated under the due process clause of the 14<sup>th</sup> amendment to provide occupants with notice an opportunity for a hearing. Failure to provide for this in the BSPMC is unfair to tenants and potentially exposes the Borough to liability.

**Response 6:**

The tenant has been added to those that shall be provided notice and provided a right to a hearing.

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**Public Comment 7**

*Permit Suspension for Nuisance Violations – Protection of Victims of Abuse or Crime.* Section 806 of the BSPMC allows a code official to suspend a permit if a property accumulates enough points for various nuisance violations, including disorderly conduct, assault, harassment and sexual assault. A landlord may avoid permit revocation by evicting the tenant. The BSPMC should be amended to clarify that Section 806 will not be used to punish victims of abuse or crime who seek police or emergency assistance.

Rationale: State law ([53 Pa.C.S. Section 304](#)) prohibits municipalities from enforcing nuisance ordinances in a way that would penalize a resident, tenant or landlord for requesting police or emergency assistance. The BSPMC should clarify that no points will be assessed in situations covered by the state Protection for Victims of Abuse or Crime Act.

**Response 7:**

A new section has been added to cover this.

---

**Public Comment 8**

*Right to Report Code Violations without Fear of Retaliation.* The BSPMC contains no provisions allowing tenants to report code violations and protecting them from retaliation for filing complaints. The BSPMC should be amended to provide a right to report code violations and to make retaliation for exercising that right a violation of the code.

Rationale: Necessity often forces tenants to accept defective property conditions and to refrain from reporting code violations for fear of losing their home. This allows serious health and safety violations to remain unresolved and is a major impediment to the effective functioning of a code enforcement program.

**Response 8:**

A new section has been added to cover this.

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**Public Comment 9:**

Section 803.3: This information should be required for all leased property, including Short Term Rental properties. This information should be posted in a central location anytime the property is rented vs. owner/tenant occupied. Perhaps near the fire extinguisher or elsewhere in the kitchen so it is seen by all occupants.

**Response 9:**

The information is required to be provided to tenants with a written verification signed by the tenant when it has been received. The failure to provide this information is a violation of the code. The CRCA asks for verification that the information has been provided at the time of inspection.

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**Public Comment 10:**

Section 805.7: Each violation should count as an individual offense. Both are detrimental to the health of the community.

**Response 10:**

The Borough of State College appreciates the recommendation and will take this recommendation and rationale into account during its adoption of the updated code document.

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**Public Comment 11:**

Section 806.1: Officials have the discretion to cite or issue warnings, and many more warnings are issued than citations. If a property is experiencing multiple citations, there is a problem, and the points should stay valid for 18 months, rather than 12.

~ OR ~

Section 806.2.1: The maximum number of points that can be accumulated in a 24-hour period should be raised to 5, rather than the current limit of 3, prompting an immediate "Problem Property" notice being issued. A brief review of the current Points listing provides some insight into some of the issues at properties. One location accumulated 7 points in one day for aggravated assault, simple assault, and harassment but only received 3 points. Another accumulated 7 points for aggravated assault with a deadly weapon/firearm, simple assault, and harassment. Another locale has 4 points for disorderly conduct and harassment, but only has 3 pending points on the books. Simple assault/BI, disorderly conduct, and harassment put 6 points on the board at one property, but they only received 3 because they came in a 24-hour period. One place got 10 points on one date for Fire Code violations how dangerous is that? Yet they only received 3 points toward their current total of 9. Allow me to point out here that I am only to the "F"s on the alphabetical list of addresses. Tenant and neighborhood safety are being put at risk repeatedly, yet concessions are made even when the behavior is repeated.

**Response 11:**

The Borough of State College appreciates the recommendation and will take this recommendation and rationale into account during its adoption of the updated code document.

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**Public Comment 12:**

Section 806.3: All Corrective Action Plans should be posted and publicly available along with the "Complete Points Issued Listing". Having this information readily available will allow the public to assess the effectiveness of Section 806, improve the livability of the properties near offending properties, and can help prospective tenants assess the safety of an available rental property before leasing. The addresses with suspended rental permits (if any) should also be made publicly available for review.

**Response 12:**

The Borough of State College appreciates the recommendation and will take this recommendation and rationale into account during its adoption of the updated code document.

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**Public Comment 13:**

Section 806.8: Some properties accumulate points every year, regardless of the tenants who live there. Is there a point where the empowerment of the Municipal Manager is overruled (perhaps by Council or other Supervisors) at properties deemed Nuisance Properties over the course of multiple years? Perhaps a 4-year tally of violations and consent agreements can be developed, similar to the recordkeeping for Zoning violations, to actually add some teeth to this extremely malleable provision. When everyone knows no rental permits are suspended via the assessment of points, the positive value to the community of this system needs to be questioned and addressed.

In the Borough, the vast majority of dwellings are rental units. The Borough Administration seems to believe that in the near future, currently leased properties will become available, rents will lower, and the desire to diversify the Borough population and its tax base is strong. The cost of housing in the Borough is but one negative factor cited when working households are looking for housing. For State College to be a place that is viable, livable, and welcoming to anyone who wants to live here, we need to make every effort to allow everyone peaceful enjoyment of their living environment.

**Response 13:**

The Borough of State College appreciates the recommendation and will take this recommendation and rationale into account during its adoption of the updated code document.

---

## **Public Comment 14**

Chapter 3 – General Requirements, Section 303.2

For inground swimming pools that have an automatic cover meeting ASTM F1346, a barrier (fence is not required). This is per the 2018 International Swimming Pool and Spa Code. The current PMC currently reads that “*private swimming pools, hot tubs and spas, containing water more than 24 inches in depth shall be complete surrounded by a fence or barrier at least 48 inches in height*”

For every Zoning Permit that I issue, I always place our standard condition that a pool must be closed by a fence not less than 4 feet high. With the 2018 International Swimming Pool and Spa Code, it trumps our condition that the fence is not required.

Something should be added to the PMC to reflect such.

### **Response 14:**

This section has been modified to address the changes in Uniform Construction Code of Pennsylvania. With respect t to zoning, the more restrictive standard would apply.

---

## **Public Comment 15**

Chapter 8 – Rental Housing Permits, Section 802.2:

In 2021, the Centre Region Code Administration change the procedure that the applicant must submit their Rental Housing Permit Application to the municipality for zoning approval, prior to the submission to the Code office. Section 802.2 still reads that the permits shall be made to the Code office. This should be revised.

### **Response 15:**

Technically this is correct. The submission starts at the municipality for zoning approval, but the rental housing permit application is still made to the CRCA. This is a prerequisite situation, like new construction. If the municipality chose not to weigh in on rental housing permits, then the application would still be made to the CRCA.

---





Township of

RECEIVED APR 24 2023

Planning & Zoning Department

Pennsylvania

**Ferguson Township, Centre County, Pa.  
Application for Zoning Variance/Appeal Hearing**

Application for a Hearing must be filed in the name of the owner of record or in the name of the holder of an option or a contract to purchase, or in the name of the lessee if authorized under a lease.

The application must be completed in full and the following must accompany the application:

1. Thirteen (13) copies of the application.
2. Thirteen (13) copies of a diagram or site plan (as outlined on page 3).
3. For a Variance Hearing a non-refundable filing fee of \$300.00 (make check payable to Ferguson Township).
  - For an Appeal Hearing a filing fee of \$500.00 (make check payable to Ferguson Township). The Appeal Hearing fee is refundable if the applicant prevails in the appeal of a notice of violation.
  - If applying for both a Variance Hearing and an Appeal Hearing both the Variance fee of \$300.00 and the Appeal fee of \$500.00 must be paid to the Township.
4. A copy of the applicant's deed or other instrument showing authority to file this application must be attached.
  - If the instrument attached does not contain a legal description, a legal description must be provided.

All material should be submitted to the Ferguson Township Zoning Office no later than 5:00 PM on the fourth Monday of the month. All incomplete applications will not be processed.

Email m/e103@comcast.net

**ENTRY OF APPEARANCE**

Name Merle L. Eyer

Address 734 S. Nixon Road, P.O. Box 103 Pine Grove Mills, PA. 16868

I am appearing on my own behalf  (Check if this is true.)

I am representing \_\_\_\_\_

Please send me notice at the above address of any final decisions in this matter.

**WAIVER OF STENOGRAPHIC RECORD**

I agree to waive the requirements of Section 908(7) of the Pennsylvania Municipalities Planning Code which requires that a stenographic record of the proceedings be made, and consent that a record of the proceedings be prepared from a tape recording of the hearing and the recording secretary's minutes.

Applicant's Signature Merle L. Eyer

Date April 18, 2023

The undersigned hereby applies to the Ferguson Township Zoning Hearing Board for a hearing under the provisions of the Ferguson Township Zoning Ordinance affecting the following premises in the manner herein described.

Applicant Merle L. Eyer

Address 2616 Tadpole Rd., Penna. Furnace, PA 16865

Phone FAX \_\_\_\_\_

Owner Merle L. Eyer

Address 734 S. Nixon Rd, P.O. Box 103, Pine Grove Mills, PA 16868

Phone FAX \_\_\_\_\_

1. Location of premises Intersection of Tadpole & Gatesburg Roads - on left

2. Centre County Tax Map Parcel Number 24-006, 046 B, 0000

3. Present zoning RR

4. How long has the applicant held an interest in the property? 60 years

5. Present use of the premises Camp

6. Proposed use of the premises CAMP

7. Explain extent of proposed alteration(s), if any: 10' x 20' Addition of bed room AREA to current 20' x 30' structure.

8. Describe all existing structures, including type size and height: \_\_\_\_\_

20 ft. wide x 30 ft. long, 12 ft high at roof peak

9. Has the property been involved in previous zoning hearing(s)? No If so, describe date of hearing, nature of hearing and outcome of hearing:

10. For new construction or alterations:

a) Have plans been submitted to the Zoning Officer? Yes

b) Has he/she reviewed, approved, and signed the plans? Denied

c) Has he/she issued a permit? No

11. For a variance hearing, describe the provisions or regulations of the Ferguson Township Zoning Ordinance under which application for a variance is sought: Chapter 27-209.1

End of current structure is on a 30 ft. setback from property line, proposed addition would extend into the 30 ft. setback. By Ten Feet.

12. For an appeal hearing, describe the alleged misinterpreted or misapplied provision of the ordinance which will be relieved by granting this appeal:

13. A variance will be granted only upon the showing of an unnecessary hardship meeting all of the following criteria:

a) The unnecessary hardship is caused by unique physical circumstances in the size, shape or topography of the lot.

b) Because of the unnecessary hardship so caused, the lot cannot be developed in conformity with the Zoning Ordinance.

c) The unnecessary hardship was not created by the applicant. a) Key map showing the generalized location of the property.

d) The variance, if granted, would not alter the essential character of the neighborhood, impair the use or development of adjacent property or be detrimental to the public welfare.

e) The variance would be the minimum necessary to afford relief and would be the least possible modification of the Zoning Ordinance.

Describe hardship, as listed above, which will be relieved by granting this variance:

Current bedroom is 8' wide x 12' long, with a King size bed it's impossible to walk around the bed. At 76 years of age it's really hard to crawl over the bed to get to the other side of the room. Also Melanie has a lot of back problems and will need to use a walker in the future which she will be unable to use in the current space. So, the main purpose of this addition is to make the bedroom more Handicapped Accessible.

14. Attach a diagram or site plan showing the following:

- a) Key map showing the generalized location of the property.
- b) North point.
- c) Name and address of all abutting property owners.
- d) Total tract boundaries of the property showing approximate distances and a statement of total acreage of the tract.
- e) All existing streets including streets of record (recorded but not constructed) on or abutting the tract including names and right-of-ways.
- f) If relevant to the application, existing sewer lines, water lines, fire hydrants, utility lines, culverts, bridges, railroads, watercourses, and easements.
- g) All existing buildings or other structures and approximate location of all tree masses.

15. List all abutting property owners. Include full name, address, and telephone numbers

Roy Campbell

4607 W Whitehall Road

Penna. Furnace, PA. 16865

814-237-3770

FOR STAFF USE ONLY:

- Plans submitted
- Advertised
- Posted
- Fee Paid

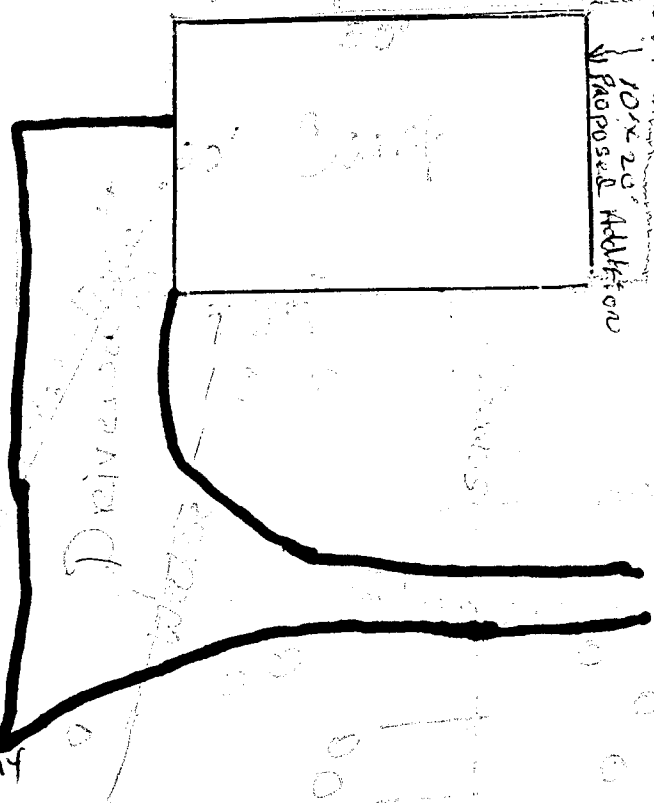
Revised  
09/14/2017

Lot total  
100 X 160

Key layout

S

Property  
400' West  
811-231-3710  
Utility pole



30' setback

10' x 20' Addition

Lot 100' x 160'

W

Midpole Rd

Others



30' x 20'

20' 4''

20' From Proposed Addition To W. Boundary Line





View Beyond West Boundary Line - All wooded ↓ 30' From Line to current structure



**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE TOWNSHIP OF FERGUSON, CENTRE COUNTY, PENNSYLVANIA, AUTHORIZING THE FILING OF THE GRANT APPLICATION TO THE APPALACHIAN REGIONAL COMMISSION (ARC) FOR FUNDING ADMINISTERED THROUGH THE AREA DEVELOPMENT PROGRAM FOR AN ECONOMIC DEVELOPMENT PLAN THAT STRENGTHENS THE TOWNSHIP'S INFRASTRUCTURE, BUSINESSES, AND WORKFORCE.

**WHEREAS**, Ferguson Township desires to file a grant application with the Appalachian Regional Commission (ARC); and

**WHEREAS**, Ferguson Township prioritizes economic development as stated in Chapter 4: Ferguson Township Strategic Plan – Goals and Steps to Achieve them; and

**WHEREAS**, the Appalachian Regional Commission administers the Area Development Program that relies on a flexible “bottom up” approach to economic development, empowering Appalachian communities to design impactful investment opportunities that support their mission and investment priorities; and

**WHEREAS**, Ferguson Township is part of the Appalachian region with significant interest in strengthening and diversifying the economy through inclusive economic development, growth, and innovative strategies and investments in entrepreneurship and business development; and

**BE IT RESOLVED**, that the Board of Supervisors of Ferguson Township hereby request for a grant application submission to Appalachian Regional Commission for a grant match to obtain a consultant for assistance with design and development of a master plan to pursue economic and enterprise strategies that promote economic diversification from within the Township by examining assets and opportunities for capacity-building to grow existing industries, support economic diversification, and advance economic prosperity at the local level.

**BE IT FURTHER RESOLVED**, that the Board of Supervisors of Ferguson Township hereby designate Lisa Strickland Chair of Board of Supervisors and Centrice Martin, Township Manager, as the officials to execute all documents and agreements between Ferguson Township and the Appalachian Regional Commission’s financing authority to facilitate and assist in obtaining the requested grant.

**RESOLVED**, this 15<sup>th</sup> day of May 15.

**TOWNSHIP OF FERGUSON**

By: \_\_\_\_\_  
Lisa Strickland, Chair  
Board of Supervisors

[ S E A L ]

**ATTEST:**

By \_\_\_\_\_  
Centrice Martin, Secretary

**CERTIFICATION**

I, **Centrice Martin**, Secretary of the Ferguson Township, do hereby certify that the forging is a true and correct copy of the Resolution adopted at a regular meeting of the Board of Supervisors, held on the 15<sup>th</sup> day of May 2023.

\_\_\_\_\_  
Centrice Martin, Secretary

Exhibit "A"

**FERGUSON TOWNSHIP  
PURCHASING POLICY**

- Insurance
- Intergovernmental contracts
- Personal or Professional Services
- Real Estate
- Emergency purchases

These items under \$25,000 may not be subject to a formal Purchase Order. They still require Manager and Board of Supervisor approval and budgeted authority however.

**State Contracts**

Any item listed on the PA State Contract list may be purchased without formal bid procedure normally required. This is because the State has already done the bidding process. COSTARS is a similar state program that allows local purchases to piggyback.

The Local Piggyback Purchasing Program (L3P) is a second option available to eligible organizations through an annual subscription with the PA Municipal League.

The Commonwealth procurement statute provides for a sweeping authority for local government to engage in cooperative purchasing. Local government may enter into a cooperative purchasing agreement with another Pennsylvania public procurement entity or external procurement unit.

**Bidding Requirements**

- All bids requests must be advertised in advance, typically in the local newspaper of general circulation and include certain information such as date, time and local of bid opening. Township officials are subject to a penalty for evading the advertising requirements of 10% of the full amount of the contract and a misdemeanor of the third degree.
- All contracts or purchases in excess of \$25,000 unless exempted, must be made from the lowest responsible bidder. Piece-mealing purchases are also subject to this penalty.
- The award of contracts must only be made by public announcement at the meeting at which the bids are received or at a subsequent meeting, the time and place of which must be publicly announced when the bids are received or published with 5 days' notice for Townships of the second class.
- The Municipality can reject any or all bids with good reason.

**Leases**

Leases qualify as contracts under this policy and require the same authorization as other purchases. However, State purchasing regulations generally do not apply with the exception of lease-purchases.

**Fraud and Conflicts of Interest**

- No public official or public employee can enter into a contract valued at \$500 or more with their government body unless the contract is awarded through a public process.
- Any public official or employee with a personal interest cannot have any supervisory responsibility for administering the contract.
- To fall within the prohibition, the interest of an official must be certain, pecuniary, or proprietary and direct. Sentimental or general interest is not enough.

**Kickbacks, Gifts, Gratuities, Personal Purchases**

## **FERGUSON TOWNSHIP PURCHASING POLICY**

Township employees may not accept money, goods or services from vendors, including kickbacks or rebates, in exchange for any form of commitment, promise or favor related to that vendor or the vendor's related parties. In addition, any money, goods or services in excess of a de minimis amount is considered Township property and will be treated as such.

Employees may not use Township funds or other property for personal use unless specifically authorized by the Township Manager or Board of Supervisors.

### **Purchases and Budgets**

Purchases will only be allowed in accordance with the approved budgets or by special authorization by the Board of Supervisors or Township Manager. Without proper purchasing authority, purchases cannot be made. This is also true with the timing of purchases. Purchases can only be made within the time scope of the approved budget. Items not purchased within the budget time line may have an encumbrance reserved for that item only with the Township Managers and the Board of Supervisors approval.

### **Approved Vendors**

The Township will maintain a list of Approved Vendors. Vendors will be approved for use by the Accounting Department and verified as valid ongoing independent concerns. Any company or vendors with a conflict of interest to the Township will not be approved. In most cases, local current vendors will be given priority when making purchases.

### **Purchasing Cards, Credit Cards and Electronic Payments**

The Township makes use of electronic purchases on a regular basis. The payment methods consist mainly of PLGIT purchasing cards. The Township sells old equipment via eBay and maintains a small balance in PayPal for routine office supply purchases. The purchasing cards are covered by a separate policy.

Any payments made via the Internet will be in a secured form only. When a vendor does not provide a secured form of payment, the purchase will be made via telephone or some other form.

### **Requisitions & Purchase Orders**

All purchases, are required to have a Purchase Requisition completed and approved by the department head prior to making the purchase. This can be done by submitting a Purchase Requisition form with proper planning in a timely manner. Without proper authorization, the purchaser is making an unauthorized purchase with Township funds. Any unauthorized purchases may be deemed the personal responsibility of the purchaser.

All purchases exceeding \$2,499.99 require a formal Purchase Order signed by the department head and Township Manager. Purchase Orders are generally sent to the vendor to inform them of the intent to purchase. Contract documentation may take the place of a purchase order in certain circumstances.

Purchase requisitions are completed and signed according to authorization needed. Once approved, the items should be ordered by the department or person completing the requisition. The requisition is then forwarded with supporting documentation to the finance department to match up with the invoices.

Exhibit "A"

**FERGUSON TOWNSHIP  
PURCHASING POLICY**

No purchases will be made that conflict with Township Policies or conflict with the independence of the Township and its employees or any employee directly involved with the purchases and the interests of the Vendor.

The purchase order may be a digital form accompanying the Township's purchasing or accounting software and processes. A copy is generally sent to the Vendor as authorization for the purchase. A second copy is sent to the Accounting Department. A third copy is provided to the purchaser.

The Township may use blanket purchase orders. In certain circumstances blanket purchase orders streamline the purchasing process for commonly purchased items using one vendor. The Township Manager must approve the use of a blanket PO.

**Changes/Cancellations/Credits**

Any changes, cancellations or credits to the purchase will be forwarded to the Accounting department as soon as possible. Any increase in purchases will follow the same guidelines as a new purchase.

**Delivery and Authorization.**

The purchaser is responsible for inspecting and accepting the item upon delivery. If the item is damaged, of the wrong type or amount, this must be noted at delivery time. Depending on the severity of this, the delivery can be rejected or not authorized. If rejected, redelivery should be scheduled and the Accounting department notified.

A key piece of information is the packing slips that come with the items. Almost all items delivered will have a packing slip attached. This packing slip will be forwarded to the Accountant for processing in a timely manner. If no packing slip is available, please notify the accounting department verbally or in writing that the items were received and accepted. Without notice of receiving the item, the payment to the vendor will be delayed.