



CITY COUNCIL

Work Session

***WORK SESSION
PENN ROOM***

***TUESDAY, JAN. 22, 2008
7:00 P.M.***

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|--|------------------|
| I. Call To Order | 7:00 p.m. |
| II. Managing Directors Report | 7:05 p.m. |
| III. Preparation for Meeting with County Commissioners
-Identify Topics for Discussion | 7:15 p.m. |
| IV. Pre-Settlement Health and Safety Ordinance
-Discuss and identify timeline for adoption | 7:40 p.m. |
| V. Council Committee Structure
-Agreement on creation of Land Use Committee | 8:30 p.m. |

BILL NO. _____ 2007

AN ORDINANCE

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF READING BY ADDING TO CHAPTER 10 – HEALTH AND SAFETY THE HEALTH AND SAFETY INSPECTION ORDINANCE AND REQUIRING THE INSPECTION OF ALL PROPERTIES WITHIN THE CITY OF READING AFTER ANY SALE OR TRANSFER OF THE PROPERTY.

WHEREAS, substandard and deteriorated properties have had a detrimental effect upon the safety and stability of City neighborhoods, creating environmentally undesirable and detrimental conditions that risks the health, safety and well being of City residents and neighboring communities; and

WHEREAS, improving the safety and stability of all City neighborhoods through periodic inspection of all properties, commercial, industrial and residential, in the City to ensure that such premises conform to the City's Property Maintenance Code and other applicable laws; and

WHEREAS, inspection of all properties, commercial, industrial and residential, in the City as established by this ordinance, will protect occupants from dangerous and substandard environments and will create neighborhood stability that will improve the quality of life and a desirable community for all people who live and work in the City of Reading.

THEREFORE THE CITY OF READING HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Amending the Codified Ordinances of the City of Reading by adding to Chapter 10 - Health and Safety the Health and Safety Inspection Ordinance which requires the inspection of all properties, residential, commercial and industrial, as attached in Exhibit A.

SECTION 2. This ordinance shall be effective ten (10) days after its adoption and approval by the Mayor, or repassage by City Council over the Mayor's veto, in accordance with Section 219 of the City of Reading Home Rule Charter, or as set forth in Section 221 of the City of Reading Home Rule Charter.

Enacted _____, 2007

President of Council

Attest:

City Clerk
(*Councilor Sterner & Council Staff*)

Submitted to Mayor: _____

Date: _____

Received by the Mayor's Office: _____

Date: _____

Approved by Mayor: _____

Date: _____

Vetoed by Mayor: _____

Date: _____

EXHIBIT A

PART 12 HEALTH AND SAFETY INSPECTION ORDINANCE

§10-1200. Declaration of Purpose. The City Council finds that the establishment of a periodic inspection program for all City properties, commercial, industrial and residential, is necessary to protect the public health, safety, and welfare by ensuring the proper maintenance of all City buildings, by identifying and requiring correction of substandard conditions, and by preventing conditions of deterioration and blight that could adversely affect economic conditions and the quality of life in the Reading.

§10-1201. Definitions.

AGENT - any person who for monetary or other consideration aids a seller in the sale of property. Whenever used in any clause prescribing or imposing a penalty, the term "agent," as applied to partnerships and associations, shall mean the partners or members thereof and, as applied to corporations, the officers thereof. Liability shall be limited to failure to notify the seller of the obligations imposed by this Part.

AGREEMENT - written agreement or written instrument which provides the City with the ability to perform a Health and Safety Inspection.

BUYER - an individual who acquires legal or equitable title pursuant to an agreement of sale.

CERTIFIED INSPECTOR - an individual certified by the Codes Enforcement Office to perform health and safety inspections. Such inspector shall, at a minimum, be certified as per Pennsylvania State Law in the relevant passages of the Pennsylvania Consolidated Statutes Title 68, Real and Personal Property, Part III, Residential Real Property, Chapter 75, Home Inspections.

CITY INSPECTOR - an employee or contractor engaged by the City of Reading to do, among other things, health and safety inspections.

CODES OFFICE - City of Reading Codes Enforcement Office.

CORRECTIVE DIRECTION or DIRECTION - a written notice issued by the Codes Enforcement Office directing any repair or remediation, corrective or other action relating to any deficiencies as set forth in a report which may include a time frame within which any such action must be taken.

DEFICIENCIES - those items indicated on a health and safety inspection report which require repair, remediation or corrective action and/or are hazardous conditions.

DWELLING UNIT or UNIT - a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

INDIVIDUAL - Any person, partnership, association, corporation or other entity.

OCCUPANCY CERTIFICATE – the [certificate](#) issued by the City of Reading to the owner of a building indicating that the building is in proper condition to be occupied.

PROPERTY – all commercial, industrial and residential buildings within the City of Reading and any and all building or other improvement(s) on the subject property.

REHAB PLAN – work plan to correct the dwelling unit’s deficiencies identified by the Codes Enforcement Office.

RENTAL DWELLING - A building arranged, designed, and intended to provide two (2) or more dwelling units. Individual dwelling units may share party walls with other units and either have common outside access areas or have individual outside access areas. Types of such buildings shall include, but shall not be limited to, townhouses, apartments, and/or condominiums.

REPORT ACKNOWLEDGEMENT - a written document acknowledging responsibility to correct any deficiencies set forth in a report.

HEALTH AND SAFETY INSPECTION REVIEW- an inspection to determine the condition of a property in accordance with such standards of minimum habitability and safety as shall be determined by the Codes Enforcement Office, which report shall designate such conditions as require repair or remediation and those that present a hazardous condition for the current use of the property. A health and safety inspection report shall be valid for a period of 6 months from the date of such inspection.

HEALTH AND SAFETY INSPECTION REPORT or REPORT - a report issued by a City Inspector setting forth the results of a Health and Safety Inspection which shall include the designation of such conditions as shall require repair or remediation and any hazardous conditions.

REHABILITATION (“REHAB”) PLAN - a buyer (or in the event a sale is not consummated, a Seller), may, in the event they deem they cannot meet the time frames to correct any violations as set forth in any correction directive from the Codes Enforcement Office specifying the time frame for the repair or remediation of any deficiencies, may request in writing that the Code Enforcement Office extend the correction or remediation time or times set forth in such correction directive. Such request shall specify the reasons for such request(s) and the suggested time frames for such correction(s) or remediation. If accepted by the Codes Enforcement Office, the party requesting same shall be bound to complete the work within the time frame as agreed to by the Codes Enforcement Office. If not accepted by the Codes Enforcement Office, the work shall be completed within the time frame set forth in the correction directive.

SALE - the transfer of any legal or equitable interest in or title to property, including exchanges of properties.

SELLER - the owner of the property that will be transferred or sold.

(Ord. 64-2005, 10/10/2005, §1)

SETTLEMENT – the culmination of a particular transaction involving real property which results in the transfer or conveyance of a property from one party to another.

SINGLE FAMILY DWELLING – a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation. A single unit may be incorporated within a series of row homes sharing a common fire wall. Types of such buildings shall also include mobile and modular units.

§10-1202. Health and Safety Inspection Required.

1. A Health and Safety Inspection shall be completed in accordance with the provisions of this Part within six months of the settlement of any industrial, commercial or residential real estate property within the City of Reading, except solely where the sale occurs within 6 months of the date of issuance of a code compliance letter. At the time an agent undertakes to represent a seller in the sale of property, the agent shall inform the seller of the requirements of this Part.
2. At settlement the buyer shall sign an agreement that will initiate the inspection of the commercial, industrial or residential property. A copy of this agreement will be mailed to the City of Reading Codes Enforcement Office
3. The Codes Enforcement Office shall, within 15 business days from the receipt of the agreement or inspection request from the property owner or buyer, shall schedule an inspection of the residential dwelling.
4. Upon the completion of a health and safety review report, a copy of the report shall be personally delivered to or mailed by certified mail, return receipt requested, to the property. A copy of this report shall also be filed in the Codes Enforcement Office.
5. At any time after the receipt of the report, the Codes Enforcement Office may undertake such further actions or inspections as it deems appropriate consistent with the applicable Ordinances of the City of Reading including, but not limited to, a full inspection for any applicable codes compliance and/or the issuance of a correction directive based upon the report to repair or remediate or otherwise correct any deficiencies indicated in the report within such time as may be set forth in the correction directive.
6. In the event a correction directive is issued, the property owner or buyer may request a rehab plan. The Codes Enforcement Office shall, within 15 days of receipt of a request for rehab plan, indicate in writing whether the plan is acceptable and, if any provisions are not acceptable, indicate what modified time periods, if any, would be acceptable. The property owner shall be bound to make any corrections or undertake any such remediation as set forth in the correction directive in the time frame set forth in the

correction directive, subject to any modification in the correction directive as may be accepted by the Codes Enforcement Office.

7. Any review report shall remain valid for a period of 6 months from the date of such report and may be relied upon during such period for the purposes of this Part.

§10-1203. – Inspection Procedure: Upon receipt of the agreement, the Codes Enforcement Office shall, within fifteen (15) business days, schedule an inspection of the property to determine compliance with minimum standards and requirements as listed below; however, these minimum standards shall not be limited to other significant safety hazards that may be identified by the inspector during the inspection:

- Each dwelling unit must have a smoke detector installed on each floor level;
- An existing acceptable 60 ampere service, or a minimum 100 ampere three (3) wire electric service, must be installed for the dwelling;
- All kitchen countertop receptacles and bathroom receptacles must be ground fault circuit interrupter protected;
- No basement or cellar may be used for habitable bedroom units;
- All properties must be supplied with clearly identifiable numbers (minimum of 4 inches tall) outside the property, in clear view of the street, designating the street number of the property;
- No illegal sewer/water connections, as defined under the applicable City policies;
- The property must be free from peeling or chipped paint
- The property must be free from infestation of insects or vermin.
- The property must have the proper permits and licenses if being used for anything other than single family owner occupied purposes
- The property must have a sufficient number of storage containers for solid waste
- Complies w/ Roommate Housing Ordinance or has previously obtained approval and registered as a non-conforming use from said requirement.
- Property, if used for rental purposes, has 1.5 off street parking spaces per unit or has received a Variance from the Zoning Hearing Board.
- Proof of Property Insurance
- Copy of valid trash removal contract

§10-1204. Fees.

1. Administration Fee. The fee for processing a health and safety inspection performed by a certified inspector: \$50.

2. City Inspection Fee.

a. Residential properties: The fee for a health and safety inspection by a Codes Enforcement Inspector at a residential structure shall be: \$150 plus any other associated administrative fees and costs, plus \$50 per unit for each unit in excess of three (3) units up to and including twenty four (24) units.

b. High Rise Structures: The fee for a health and safety inspection by a Codes Enforcement Inspector at a High Rise structure shall be: \$500 up to and including the 4th floor, plus \$75 for every 1,000 square feet additional area to be inspected, due to the increased time needed and additional elements to check, such as but not limited to the fire alarm systems, fire suppression systems, stair enclosures and stair pressurization, elevator recall, elevator shafts, etc.)

c. Commercial properties: The fee for a health and safety inspection by a Codes Enforcement Inspector at a commercial structure shall be: \$500 for all spaces up to 5,000 square feet, plus an additional \$50 for every additional 1,000 square feet to be inspected.

d. Combination Residential/Commercial properties: The fee for a health and safety inspection by a Codes Enforcement Inspector at a commercial structure shall be: \$150 for up to 2,000 square feet of commercial space to be inspected and \$50 for each additional 1,000 square feet of space, in addition to the \$150 fee for a residential property, up to three (3) units

e. Freezer Boxes: The fee for a health and safety inspection by a Codes Enforcement Inspector at a Freezer Box shall be: \$150 for up to 2,000 of space to be inspected and \$50 for each additional 1,000 square feet of space.

All Health and Safety Reviews at Commercial or Combination Residential/Commercial structure shall be done by a City Trades Inspector (Building, Electrical, Plumbing, HVAC, at a minimum).

An additional \$250 fee will be charged for more than one scheduled recheck at all properties.

3. All associated fees shall be paid to the Codes Enforcement Office prior to the time of the inspection. Notwithstanding the foregoing, buyer and seller shall not be prohibited from privately agreeing that buyer will reimburse seller for such fees.

§10-1205. Penalty.

1. Failure to sign an Agreement at settlement: \$500 and eviction from property if owner refuses take corrective actions.
2. Failure to submit to an inspection, as described in §10-1202 and associated with this ordinance: \$1000 and eviction from dwelling.
3. Failure to correct deficiencies identified in the report and/or within the terms of the rehab plan: \$1000 and eviction from dwelling.
4. Agent's failure to inform the seller about the terms of this Part shall be fined \$500.

§10-1206. Regulations - Forms.

The Codes Enforcement Office is hereby authorized to establish regulations, consistent with the provisions of this Part, to prepare and distribute forms to implement this Part and to set such criteria and provide for the qualifications and training as to applicable City ordinances and regulations of certified inspectors and to do any and all other acts as are necessary to implement the terms of this Part.

§10-1207. Liability of City/Buyer/Inspector.

1. The issuance of a review report is not in any way a representation or guarantee by the City or the City Inspector that the property is without violations or in compliance with the applicable ordinances and codes. Any such review shall not be deemed a "codes" inspection" and is intended solely for the use of the City and is not intended to replace or supplement any private inspection of the condition of the property as may be deemed desirable by the property owner or other entities.
2. Neither the enactment of this Part nor the preparation and delivery of any document pursuant hereto shall impose any liability upon the City inspector or any errors or omissions contained in any report nor shall the City, City inspector bear any liability not otherwise imposed by law. The owner of any property shall remain wholly liable for compliance with the City's Property Maintenance Code, Trades Codes, the Zoning Ordinances and any and all other applicable ordinances of the City.
3. Nothing herein shall be deemed to prevent a buyer and seller from entering into an agreement between them that the seller will reimburse buyer for or undertake the cost of any necessary renovations or repairs to make the property compliant with the City Property Maintenance Code or other ordinances.