

ORDINANCE NO. 2016 - 4
AN ORDINANCE OF EAST BETHLEHEM TOWNSHIP, WASHINGTON
COUNTY, PENNSYLVANIA, REQUIRING THE REGISTRATION OF
ABANDONED OR VACANT RESIDENTIAL/COMMERCIAL PROPERTIES

- WHEREAS, The presence of vacant, abandoned properties can lead to neighborhood decline; and
- WHEREAS, The presence of vacant, abandoned properties can create an attractive public nuisance; and
- WHEREAS, The presence of vacant, abandoned properties can contribute to lower property values; and
- WHEREAS, The presence of vacant, abandoned properties can discourage potential buyers from purchasing a home adjacent to or in neighborhoods with vacant and abandoned residences; and
- WHEREAS, Many vacant, abandoned properties are the responsibility of out of area, out of state lenders and beneficial interests; and
- WHEREAS, In many instances the lenders and beneficial interests fail to adequately maintain and secure these vacant properties; and
- WHEREAS, The Township has obligation to protect its neighborhoods from decline and devaluation; and
- NOW, THEREFORE, the Board of Commissioners of East Bethlehem Township,
Washington County, Pennsylvania, does hereby ordain as follows:

That the ordinance entitled Registration of Abandoned or Vacant Residential/Commercial Property Registration, be enacted as follows:

Purpose/Scope

It is the purpose and intent of East Bethlehem Township through the adoption of this ordinance to establish an abandoned or vacant residential/commercial property registration program as a mechanism to protect neighborhoods from becoming blighted through the lack of adequate maintenance and security of abandoned properties.

Nothing in this ordinance shall be interpreted to allow or encourage circumvention of the Foreclosure statutes of the Commonwealth of Pennsylvania.

Definitions:

For the purpose of this Chapter, certain words and phrases used in this Chapter are defined as follows:

Abandoned-means a property that is vacant.

Accessible – means a property or structure that unauthorized persons may gain entry through a compromised/breached/unsecured gate, door, fence, wall, window, or other point of entry.

Agreement – means any agreement or written instrument that provides title to residential properties, and shall be transferred or conveyed from one owner to another owner after the sale, trade, transfer or exchange.

Beneficiary – means a lender or other entity under a note secured by a deed of trust.

Buyer – means any person, co-partnership, association, corporation, or fiduciary that agrees to transfer anything of value in consideration for property described in an agreement of sale.

Days -means consecutive calendar days.

Deed of Trust -means an instrument by which title to real estate is transferred to a third party trustee as security for real estate loan. May be used in place of a mortgage in some places.

Deed in Lieu of Foreclosure-means a recorded document that transfers property from the Trustor to the holder of a Deed of Trust upon consent of the Beneficiary of the Deed of Trust.

Default – means a failure to fulfill a contractual obligation, monetary or conditional.

Distressed – means a property that is introduced to a foreclosure procedure.

Evidence of Vacancy – means any condition visible from the exterior that on its own, or combined with other conditions present, would lead a responsible person to believe that the property is vacant. Such conditions would include, but are not limited to, overgrown and/or dead vegetation, accumulation of newspapers, circular, flyers, mail, past due utility notices or disconnected utilities, accumulation of trash, junk, debris, the absence of furnishings, window coverings such as blinds or drapes, absence of personal items consistent with residential habitation, statements from neighbors, passersby, delivery agents, government employees that the property is vacant.

Field Service Provider – means an individual, entity or department that is responsible of inspecting, securing, and maintaining an abandoned property.

Foreclosure-means the process by which a property, placed as security for a real estate loan, is sold at auction to satisfy the debt if the borrower defaults.

Inspection- means a physical investigation at a property to obtain evidence of occupancy or vacancy and/or to verify compliance with this ordinance and any other applicable code or law. Although interior inspections may be allowed under a Deed of Trust, they are not required by this ordinance.

Neighborhood Standards – means those conditions that are present on a simple majority of properties within a three hundred (300) foot radius of the subject property. A property that is subject of a neighborhood standard comparison, or any other abandoned property within the three hundred (300) foot radius, shall not be counted toward the simple majority.

Notice of Default - means a recorded notice that a default has occurred under a Deed of Trust and that the beneficiary intends to proceed with a Trustees Sale.

Owner – means any person, co-partnership, association, corporation, or fiduciary having a legal or equitable title or any interest in any real property.

Property-means any unimproved or improved property, or portion thereof, situate in the Township and includes the buildings or structures located on the property regardless of condition.

Residential – means any property or portion thereof situated in the Township designated or permitted to be used for dwelling purposes and shall include all buildings and structures located on such property. This shall include any property being offered for sale, trade, transfer, or exchange as residential whether or not it is legally permitted and/or zoned for such use.

Responsible Party – means the beneficiary that is pursuing foreclosure of a property subject to this ordinance secured by a mortgage, Deed of Trust, or similar instrument or a property that has been acquired by the beneficial interest at a Trustees Sale.

Securing – means such measures as may be directed by the Code Official so that the property is not accessible to unauthorized persons, including but not limited to, the repairing of fences and walls, chaining/padlocking gates, the repair or boarding of a door, window or other openings. Boarding shall be completed to a minimum of the current HUD standards at the time the boarding is completed or required. Locking includes measures that require a key, keycard, tool or special knowledge of open or gain access.

Trustee-is the person, firm, entity, or corporation holding a Deed of Transfer secured by the property.

Trustor – is a borrower under a Deed of Trust, who deeds property to a Trustee as security for the payment of a debt.

Unoccupied - means without occupants

Vacant- means a building/structure that is not legally occupied.

SECTION 1.

Recordation of Transfer of Loan/Deed of Trust/Substitution of Beneficiary of Deed of Trust

Within ten (10) days of the purchase and/or transfer of a loan/Deed of Trust secured by a residential property, the new beneficiary shall record with the Washington County Recorder of Deeds Office, said transaction that shall list the name of the corporation, entity or individual, the mailing address and contact phone number or the new Beneficiary responsible for receiving payments associated with the loan/Deed of Trust.

SECTION 2.

Registration.

Any responsible party/beneficiary or their designee shall perform an inspection of the property that is subject to this ordinance and shall verify if the property in question is vacant and/or abandoned as

described within this ordinance. If the property is found to be vacant and/or abandoned, the responsible party/beneficiary, owner shall within ten (10) days register said property with East Bethlehem Township

Registration may be accomplished by either of the following methods:

By completing and returning to East Bethlehem Township the provided registration form with the required fees by mail or by delivering same in person to said offices within East Bethlehem Township.

Said registration shall contain the name of the owner, beneficiary/responsible party, the direct street/office mailing address of said owner, beneficiary/responsible party (NO P.O. BOXES), a direct contact name and phone number of the owner, beneficiary/responsible party, and the name, address, phone number of a management company being used by said owner for the specified property whom is responsible to see that the property is secured and maintained regularly.

This registration shall be valid as long as the registered property remains subject to this ordinance. Any changes to the information required on this registration shall be reported to the East Bethlehem Township office within ten (10) days of the change. The Township is not responsible to verify that accuracy of the information provided.

This shall also apply to any property subjected to foreclosure issues with said property. Property subjected to this chapter shall remain under the registration requirements, security and maintenance standards of this section as long as the property in question remains abandoned.

It is the obligation of the owner, beneficiary/responsible party, to inform the Township of any pending action, such as bankruptcy, other court or administrative action that would prohibit the owner, beneficiary/responsible party from taking any of the actions required in this ordinance.

Section 3.

Maintenance Requirements

The exterior areas of the property shall be, in comparison to the neighborhood standard, kept free from weeds, dry brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printer material or any other items that give the appearance of abandonment.

The property shall be free from graffiti, tagging or similar markings by removal or painting over with an exterior grade paint that closely matches the color of the exterior of the structure.

Insofar as there is existing or previously existing landscaping, all yard areas shall be maintained to the neighborhood standard. If no landscaping previously existed at the property in front and visible side yards, installation is not required under this ordinance. Landscaping includes grass, turf stain, ground

covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod designed specifically for residential installation.

Landscaping does not include weeds, gravel, broken concrete, asphalt, decomposed granite, plastic sheeting, mulch (unless applied in conjunction with reseeded of turn areas), indoor-outdoor carpeting or any similar materials.

Maintenance includes, but is not limited to, regular watering, irrigation, staining or re-staining, cutting, pruning and mowing of required landscaped and removal of trimmings.

Pools and spas shall be kept in working order so the water remains clear and free of pollutants and debris, or drained and kept dry. In either case, properties with pools and/or spas must comply with the minimum security fencing requirements of this municipality or Commonwealth.

Adherence to this section does not relieve the owner, beneficiary/responsible party of any obligations set forth in any covenants, conditions and restrictions and/or home owner association rules and regulations that may apply to the property.

Section 4. Security Requirements

Property subject to this section shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

Secure manner includes, but is not limited to, the closure and locking of windows, all doors, gates and any other openings of such size that leave it accessible. In the case of broken windows securing means the re-glazing or boarding of said window. Locking includes measures that require a key, keycard, tool or special knowledge to open or gain access.

The owner, beneficiary/responsible party shall perform monthly inspections to verify that the requirements of this ordinance are being met.

The property in question shall be posted with the name and 24-hour toll free contact phone number of the owner, beneficiary/responsible person or their designee. The posting shall be no less than 8 1/2 X 11 inches and shall contain, along with the name and 24-hour toll free contact number, the words, "THIS PROPERTY BEING MANAGED BY" and "TO REPORT PROBLEMS OR CONCERNS CALL" or similar. The posting shall be placed in a window adjacent to the entry door attached to the exterior of the entry door. Exterior posting must be constructed of and printed with, or contained in weather-resistant materials.

Section 5. Additional Authority

In addition to the enforcement remedies established within this ordinance, the Code Officials shall have the authority to require the owner, beneficiary/responsible party to implement additional maintenance

and/or security measures including, but not limited to, securing any and all doors, windows or other openings, installing additional security lighting, increasing on-site inspection frequency, employment of on-site security guard or other measures as may be reasonably required to arrest the decline of the property.

**Section 6.
Fees**

The fee for registering an Abandoned/Vacant Property shall be set as follows:

Year 1	\$100.00
Year 2	\$200.00
Year 3	\$300.00
Year 4	\$400.00
Year 5 and each year thereafter	\$500.00

**Section 7.
Enforcement**

Violations of this ordinance shall be enforced in any combination as allowed within this Book of Ordinance and the regulations mandated by this Commonwealth.

**Section 8.
Appeals**

Any person aggrieved by any part of this ordinance may appeal insofar as such appeal is allowed under this Book of Ordinances. Said appeals shall be heard by the Board of Commissioners.

**Section 9.
Violations/Fines**

Violations within this section shall be treated as a strict liability offense regardless of intent. Any person, firm and/or corporation that violates any portion of this ordinance shall be subject to prosecution and shall be ordered to pay a mandatory fine of \$500.00 for each violation and/or property in violation of same.

**Section 10.
Severability**

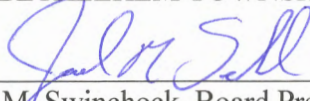
Should any provision, section, paragraph, sentence or word of this ordinance be determined or declared

invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance shall remain in full force and effect.

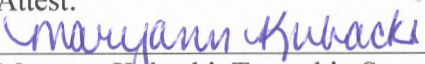
This ordinance shall take effect and be in full force upon adoption by the East Bethlehem Township Board of Commissioners.

Hereby adopted by the Board of Commissioners of East Bethlehem Township, Washington County, Pennsylvania on this 14th day of sept, 2016.

EAST BETHLEHEM TOWNSHIP

BY: 
Joseph M. Swinchock, Board President

Attest:


Maryann Kubacki, Township Secretary

NOTICE

East Bethlehem Township Residents and Property Owners:

The East Bethlehem Township Board of Commissioners, at a meeting on September 14, 2016, intends to adopt the following two ordinances: AN ORDINANCE REQUIRING THE REGISTRATION OF ABANDONED OR VACANT RESIDENTIAL AND COMMERCIAL PROPERTIES and AN ORDINANCE ADOPTING THE QUALITY OF LIFE AND VIOLATION TICKETING PROCESS. Both ordinances in full-text are available for review at the East Bethlehem Township Municipal Office, 36 Water Street, Fredericktown PA 15333 during normal business hours. Public comment will be held at the Board of Commissioners meeting prior to adoption of both ordinances. The meeting will be held on September 14, 2016 at 7:00PM at the Sewage Authority Building, 522 Front Street, Fredericktown PA 15333.

Maryann Kubacki, Township Secretary

HERALD-Standard

8 East Church Street
Uniontown, PA 15401-0848
Phones: 724-439-7510 (Classified) 724-425-7205 (Billing)

PUBLIC NOTICE ADVERTISING INVOICE

Account Number: 6-7243771777
Invoice Date: 8/31/2016
Invoice Number: 107003770-08302016
Balance: \$ 196.34

EAST BETHLEHEM TOWNSHIP
BOARD OF COMMISSIONERS
P.O. BOX 687
FREDERICKTOWN, PA 15333

PROOF CHARGE IS \$5.00 FOR AFFIDAVIT, \$2.50 FOR CLERICAL FEE

REMITTANCE - DETACH & RETURN THIS PORTION WITH PAYMENT

ACCOUNT #	INVOICE DATE	DESCRIPTION	LINES	TIMES	PROOF	TOTAL CHARGES
6-7243771777	8/31/2016	NOTICE East Bethlehem Township F	2.00 x 17Lines	1	\$ 7.50	\$ 196.34
8/23/2016, 8/30/2016 DATES APPEARED						

PROOF OF PUBLICATION

The **HERALD-Standard**
a daily newspaper of general circulation, published by Uniontown Newspapers, Inc.,
a Pennsylvania corporation, 8 East Church Street, Uniontown, Fayette County, Pennsylvania, was
established in 1907, and has been issued regularly, except legal holidays since said date.

(E)

The attached advertisement, which is exactly as printed and published,
appeared in the regular issue on
8/23/2016, 8/30/2016

Uniontown Newspapers, Inc.

By Sharon K Wallach

STATE OF PENNSYLVANIA,
COUNTY OF FAYETTE, } SS:

Before me, a Notary Public in and for such county and state, personally appeared
SHARON K. WALLACH, who being duly sworn according to law says that she is
ADVERTISING DIRECTOR of UNIONTOWN NEWSPAPERS, INC. that neither affiant
nor said corporation is interested in the subject matter of the attached advertisement; and that all
of the allegations of the foregoing statement including those as to the time, place and character of
publication are true.

Sworn to and subscribed before me
this 1 day of Sept 2016

Ordinance
vacant prop. ord.
quality of life ord.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Leandra Crow, Notary Public
City of Uniontown, Fayette County
My Commission Expires Jan. 20, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

By Leandra Crow

Uniontown Newspapers INC.

8 East Church Street

UNIONTOWN, PA. 15401-0848