

ORDINANCE NO. 353

AN ORDINANCE OF THE TOWNSHIP OF AMITY, BERKS COUNTY, PENNSYLVANIA, AMENDING AND RESTATING IN ITS ENTIRETY CHAPTER 6, ENTITLED "CODE ENFORCEMENT" OF THE CODE OF ORDINANCES OF THE TOWNSHIP OF AMITY TO ADD PART 3 ENTITLED "RESIDENTIAL RENTAL PROPERTY REGISTRATION INSPECTION AND LICENSING"

SECTION 1. Chapter 6, entitled "Code Enforcement", of the Code of Ordinances of the Township of Amity, Berks County, Pennsylvania is hereby amended to add Part 3, entitled "Residential Rental Property Registration, Inspection & Licensing" as follows:

□ **6-301 Purpose and Findings of Fact**

The purpose of this ordinance shall be to protect and promote the public health, safety and welfare of the Township's citizens and emergency services responders, to establish rights and obligations of Owners and Occupants relating to Residential Rental Properties in the Township and to encourage Owners and Occupants to maintain and improve the quality of life and quality of rental housing within the Township. To accomplish these goals, this ordinance provides for the systematic registration, licensing and inspection of Residential Rental Properties within the Township and penalties to ensure properties are in compliance with the applicable Township-adopted International Property Maintenance Code.

A. In considering the adoption of this ordinance, the Township makes the following findings:

- 1) Violations of Codes, including Fire Codes, Electrical and Plumbing Codes, and Property Maintenance Codes, are generally less severe and more quickly corrected at owner-occupied properties as compared to renter occupied residential properties;
- 2) A residential rental inspection program, conducted in a reasonable manner which respects the rights of Owners and Occupants, can avoid life-threatening problems, such as lack of functioning smoke detectors, faulty mechanical equipment and inadequate or unsafe electrical equipment;
- 3) The Township is concerned with the condition of a property when emergency services respond, for the safety of such emergency responders and general safety of the Occupants;
- 4) The Township desires to account for the number of renter-occupied, Residential Rental Properties to further the accountability and safety of the property for its Occupants;

- 5) This Chapter is enacted under authority of the Second-Class Township Code, 53 P.S 6601 et seq., and likewise in accordance to the applicable provisions of the Landlord-Tenant Act of 1951, the Uniform Construction Code, The International Property Maintenance Code, The International Fire Prevention Code, and The Pennsylvania Municipalities Planning Code.

□ **6-302 Definitions**

As used in this Chapter, the following terms shall have the following meanings. If a term is not defined in the Chapter, but is defined in the International Property Maintenance Code, or the Uniform Construction Code, as adopted and amended by Amity Township, then that definition shall apply to this section.

**AGENT**

Any Person designated by the Owner of a Residential Rental Property who has charge, care or control of said Residential Rental Property.

**BED AND BREAKFAST**

The temporary use and occupancy of a single-family detached Dwelling for the purpose of accommodating transient Guests for rent and fully compliant with Chapter 32-934 of the Amity Township Code.

**CHANGE OF OCCUPANT**

A Change of Occupant occurs when there is a change in the identity of any Person constituting the Occupant of the Residential Rental Unit on the residential registration or a change in the number of Persons occupying the residential unit.

**CODE**

Any state or local Code or ordinance adopted, enacted or in effect, as amended, in and for Amity Township.

**CODE ENFORCEMENT OFFICER**

The Person charged with administering and enforcing all the provisions of this Chapter and those of other applicable Codes and statutes as noted in § 6-104 herein, any assistants or deputies of the same, any police officers duly appointed; including, but not limited to, Township Code Enforcement Officer, Public Safety Officer, Fire Marshal, Deputy Fire Marshals, Police Officer.

**COMMON AREA**

In Multi-Unit Buildings, space which is not part of an individual rental unit, and which is shared among Occupants of the Dwellings. Common Areas shall be considered as part of the Premises for purposes of this Chapter.

## **DWELLING**

A building including one or more Dwelling Units.

## **DWELLING UNIT**

A residential living area for one household that is used for living and sleeping purposes and that has its own cooking facilities, and a bathroom with a toilet and bathtub and/or shower.

## **FAMILY**

An individual or any number of individuals living together as a single, nonprofit housekeeping unit, having a single, common cooking facility and living together upon the Premises as a separate unit in a domestic relationship based upon birth, marriage or other domestic bond; excluding, however, Occupants of a club, fraternity house, lodge, residential club or Rooming House. Also, a group of not more than three Persons not related, living as a single housekeeping unit in a Dwelling Unit.

## **GUEST**

A Person on the Premises of a rental unit with the actual or implied consent of an Occupant of said regulated rental unit.

## **HOTEL UNIT**

Any room or group of rooms located within a hotel or motel forming a single habitable unit used or intended to be used for living and sleeping only on a transient basis for a period of less than thirty (30) days.

## **MANAGER**

An adult individual designated by the Owner of a rental unit under this Chapter. The Manager shall be the Agent of the Owner for service of process and receiving notices or demands and to fulfil the obligation of the Owner under this Chapter and under rental agreements with Occupants. A Manager, or their designee must be able to respond physically to the Premises within forty-five (45) minutes of being called.

## **MULTI-UNIT BUILDING**

A building containing two or more Dwelling Units completely separated from each other by vertical party walls, including but not limited to double houses, row houses, townhouses, condominiums, apartment houses, conversion apartments and converted single-family Dwellings.

## **OCCUPANT/TENANT**

That Person or Persons who have the use of real estate of an Owner and is responsible for giving of any type of consideration thereof but excluding those who are Occupants/Tenants for a period of less than thirty (30) days.

## **OWNER**

One or more Person(s), jointly or severally, in whom is vested all or part of the legal title to the Premises, or all or part of the beneficial ownership and a right to present use and enjoyment of the Premises, including but not limited to a mortgage holder who is in possession of a rental unit. If the Owner is an entity, the entity shall appoint an Agent or Manager to act on behalf of the Owner.

## **OWNER-OCCUPIED RESIDENTIAL UNIT**

A Dwelling Unit in which at least an Owner of record of the property resides as his/her primary Dwelling.

## **PERSON**

A natural Person, partnership, corporation, unincorporated association, limited partnership, trust, or any other entity.

## **PREMISES**

Any parcel of real property in Amity Township, including the land and all building and structures, on which one or more Residential Rental Units is located.

## **RESIDENTIAL RENTAL LICENSE**

A document issued by the Code Enforcement Officer to the Owner, Operator, responsible Agent or Manager of a Residential Rental Unit upon compliance with all applicable Codes granting permission to operate a Residential Rental Unit in the Township. Such a license is required for lawful rental to third parties and occupancy by third parties of any Residential Rental Units under this Chapter, unless a Code Enforcement Officer has not inspected the unit or violations of the applicable Codes are being corrected and the unit operates under a Residential Rental Registration, or the Residential Rental Unit is exempt from the license provisions of this Chapter.

## **RESIDENTIAL RENTAL PROPERTY**

Any parcel of real estate, identified by tax parcel number containing at least one Residential Rental Unit.

## **RESIDENTIAL RENTAL REGISTRATION**

The form provided by the Township to the Owner of a parcel of land containing at least one Residential Rental Property evidencing the existence of said Residential Rental Unit(s). This registration shall be required to be submitted to the Township by January 31 of each year and within 30 days of any Change of Occupant. A Residential Rental Registration shall continue to be required for lawful rental and occupancy of Residential Rental Units under this Chapter, unless the Residential Rental Unit is exempt from the registration provisions of this article. This registration does not warrant the proper zoning, habitability, suitability, safety or condition of the Residential Rental Unit in any way.

## **RESIDENTIAL RENTAL UNIT**

A Dwelling Unit let for rent, other than an Owner-Occupied Residential Unit, which qualifies as a Dwelling Unit under applicable Township ordinances. A Residential Rental Unit shall not include a hotel/motel, hospital unit, or nursing home unit and any Dwelling excepted out by § 6-304(B) .

## **ROOMING HOUSE**

The temporary use and occupancy of a single-family detached Dwelling for the purpose of accommodating transient Guests for rent and fully compliant with Chapter 32-934 of the Amity Township Code

## **TOWNSHIP**

Amity Township, Berks County, Pennsylvania

## **UNRELATED PERSONS**

Two or more Persons who reside in a Dwelling Unit and who are not related to each other through blood, adoption, marriage or a formal foster relationship. A Person who is only related as a cousin shall be considered unrelated for the purpose of this Chapter. The term "related" shall be restricted to the following relationships: spouse, parent, child, sibling, grandchild, great-grandchild, grandparents, great-grandparents, aunt, uncle, or any of these same relationships in a step or in-law situation.

### **□ 6-303 Owner Duties**

- A. It shall be the duty of every Owner, operator, responsible Agent or Manager to keep and maintain all Residential Rental Units in compliance with all applicable Codes and provisions of all applicable laws and regulations and all Township ordinances, and to keep said units in good and safe condition.

- B. It shall be unlawful for any Person, as Owner, Operator, responsible Agent or Manager to conduct or operate, cause to rent, or permit the occupancy of, any Residential Rental Unit within the Township without:
- 1) Registering for a rental license with the Township the Premises upon which the Residential Rental Unit is situated, in accordance with this Chapter; and
  - 2) Maintaining a current and valid license for each Residential Rental Unit on the Premises, in accordance with this article.
- C. Owners of all properties possessing one or more Residential Rental Units and created after the effective date of this Chapter shall register said units with the Township, on forms to be provided by the Township, within 30 days of any Residential Rental Unit thereon being leased to a Tenant, and/or occupied by an Occupant. Registration of properties possessing one or more Residential Rental Units shall pay a registration fee as set forth by Township resolution.
- D. The Owner or Manager shall receive notices and correspondence, including service of process from the Township; to arrange for the inspection of the Residential Rental Unit(s) in accordance with this Chapter or in the event that the Code Enforcement Officer has identified a need for inspection due to alleged violations at that Residential Rental Unit(s); to do or arrange for the performance necessary to insure continued compliance of the Residential Rental Unit(s) with the currently adopted International Property Maintenance Code, other applicable Codes including the Fire, Plumbing, and Electrical Codes, and other ordinances in effect in the Township.
- E. It shall be the responsibility of every Owner or Agent to employ policies and to manage the Residential Rental Units under his/her control in compliance with the provisions of this Chapter, currently adopted International Property Maintenance Code and other applicable Codes relating to property safety, and applicable laws of the Commonwealth of Pennsylvania.
- F. The Owner shall maintain acceptable physical conditions in Common Areas, and the Owner shall be required to ensure that Common Areas and the outside Premises are in compliance with applicable Commonwealth and Township Codes and ordinances.
- G. Each Owner of a Residential Rental Unit shall notify the Code Enforcement Officer in writing within 30 days after any change in ownership of the Premises or change in the number of Residential Rental Units on the Premises and submit new contact information for any new Owner or Manager. Failure to notify the Code Enforcement Officer shall be considered a violation of this Chapter.
- H. The Owner shall notify the Code Enforcement Officer in writing within 30 days after the changing of a unit from owner-occupied to being a Residential Rental Unit for purposes of this Chapter. Failure to notify the Code Enforcement Officer shall be considered a violation of this Chapter.

- I. The Owner shall notify the Code Enforcement Officer in writing of any Change of Occupant residing in a Residential Rental Unit within 30 days of such a change. Failure to notify the Code Enforcement Officer shall be considered a violation of this Chapter. Lack of notice from, or knowledge of, the Occupant's change shall not be a defense to a violation of this Chapter.

□ **6-304 Licenses and inspections**

A. License Requirement

- 1) A valid Residential Rental License, issued by the Township, shall be required to be continuously maintained for each leased and/or occupied Residential Rental Unit in the Township. Owners shall submit a Residential Rental Registration by January 31 of each year and within 30 days of Change of Occupant that contains the following information:
  - a. Applicant/Owner name, address, phone number, and total number of rental units owned in Amity Township;
  - b. Manager or Agent name, address and phone number, and 24-hour contact information; and
  - c. Occupant(s) full names, rental unit address(es), and phone number;
- 2) Owners of a property possessing one or more Dwelling Units for rental purposes shall be required to obtain a Residential Rental License for each Dwelling Unit situated thereon prior to that unit being leased to a Tenant and/or occupied by an Occupant.
- 3) All registrations for a Residential Rental License shall be made on forms and applications provided by the Township.
- 4) A Residential Rental License shall not be issued or renewed until the Owner has provided the Township with full and complete information as requested on the Residential Rental Registration.
- 5) No Owner or Agent may offer for rent or assist in offering for rent, by advertising or otherwise, any Residential Rental Unit without first ascertaining that a valid license exists for such Residential Rental Unit.
- 6) Failure to register the Residential Rental Unit with the Township within 90 days of the effective date of this Chapter or within 30 days following purchase or conversion of a structure to a rental property shall constitute a violation of this Chapter.

B. Issuance of Residential Rental License

- 1) If the inspection of a Residential Rental Unit discloses no Code violations, the Code Enforcement Officer or designee shall issue a certificate of compliance to the Owner within fourteen (14) days of said inspection. Issuance of a certificate of compliance shall denote compliance with any applicable Codes and serve as the Residential Rental License. The certificate of compliance shall be in such form as approved from time to time by the Code Enforcement Officer. The certificate shall be maintained by the property Owner and available upon request.

C. Exemptions. The following shall not be considered Residential Rental Units for the purpose of this Chapter:

- 1) Owner-Occupied single-family Dwelling Units, provided that not more than three Persons not related, living as a single household in a Dwelling Unit, occupy the unit at any given time;
- 2) Hotel units;
- 3) Bed-and-Breakfast homes;
- 4) Rooming Houses;
- 5) Hospitals and state-licensed nursing homes and personal care homes;
- 6) One Dwelling Unit that is on the same lot as a second Dwelling Unit, provided each unit is occupied by the Owner and by Persons who are related to the Owner (e.g., a "Family Member Suite");
- 7) Dwelling Units that are classified and occupied as Family Member Suites, and which are registered with the Township, or are registered with the Township as pre-existing nonconforming structures or uses);
- 8) A Dwelling Unit that is occupied by an immediate Family member is exempt from this Chapter. An example of an immediate Family member is parent, grandparent, son, daughter, sister, brother, stepfamily and grandchildren.

D. License terms and fees

- 1) Each Residential Rental License shall be valid until such time as there is a change in Occupants in a Residential Rental Unit and at which time the Residential Rental License shall expire and a new inspection is required. It is the duty of the Owner to contact the Township to schedule the required inspection of a Residential Rental Unit thirty (30) days prior to any new occupancy.
- 2) The Owner shall pay the inspection fee as set forth by Township resolution.

- 3) The Township may not issue or renew a Residential Rental License until such time as the Owner has paid all fines, costs, or fees arising from administration or enforcement of this Chapter or while any citations issued in relation to the Residential Rental Unit are pending.

#### E. Inspection

- 1) The Code Enforcement Officer will inspect units upon Change of Occupant/Tenant, property transfer, formally filed complaints, or with reasonable suspicion of violations of applicable laws, ordinances, and/or Codes. Generally, units will not be subject to inspection while the unit is occupied by a Tenant unless probable cause exists of a violation pertaining to health and/or safety.
- 2) The interior and exterior of each Residential Rental Unit shall be subject to inspection by the Code Enforcement Officer and/or duly authorized agent as set forth herein. The Code Enforcement Officer and/or duly authorized agent shall inspect the Residential Rental Unit in accordance with the currently adopted version of International Property Maintenance Code.
- 3) The Code Enforcement Officer and/or duly authorized agent are empowered to enforce this Chapter and to take appropriate measures to abate violations hereof, for and on behalf of the Township, pursuant to the applicable provisions of the Second Class Township Code and the Amity Township Code, Chapter 6, titled "Code Enforcement," that are in effect at the time of the violation.
- 4) This Chapter shall not be construed as to limit the Code Enforcement Officer's authority to conduct inspections or enforcement actions under any other Township Code or ordinance as adopted, nor shall it be construed to limit the Township's ability to require that any property be made available for inspection whenever there is probable cause that a violation of the Township Codes or ordinances may be present.
- 5) To minimize disruption to Occupants, Owners are encouraged to schedule inspections during times when a Residential Rental Unit is unoccupied, between Tenants, or during times when Occupants are absent from the Residential Rental Units, and to properly and timely notify the Occupants of any scheduled inspections.
- 6) Search warrants. For the purpose of inspection in accordance with this Chapter, if entry to any Premises, Common Area or Residential Rental Unit is denied the Code Enforcement Officer, or if access to a Residential Rental Unit or a unit reasonably believed to be occupied in violation of this Chapter cannot be obtained for any reason, the Code Enforcement Officer may apply to the appropriate authority for an administrative search warrant. Without limitation, when denied access, the Code Enforcement Officer may request a warrant for any one of the following reasons:

- a) The inspection is part of a systematic inspection, permitting and enforcement program; and,
- b) The Code Enforcement Officer has actual knowledge of, a reported violation, or probable cause to believe, that there is an existing or potential violation of applicable Township regulations in the Residential Rental Unit, including the registration requirements under this Chapter; and/or
- c) The entry is necessary for the purpose of reinspecting a violation of a Township regulation previously observed by the Code Enforcement Officer and which the Code Enforcement Officer ordered to be corrected.

□ **6-305 Violations; nonrenewal, suspension or revocation of license.**

A. Notice of Violations

- 1) The Code Enforcement Officer shall provide written notice to the Owner of Commonwealth and Township Code and ordinance violations after the completion of an inspection of a Residential Rental Unit. A copy of said notice shall be provided to the Occupants of the Residential Rental Unit. Any notice of non-compliance shall be issued within fourteen (14) days of the inspection.
- 2) The Owner shall be permitted thirty (30) days from the date of the written notice of violations to cure all violations enumerated therein. The only exceptions to this thirty-day remedy period are as follows:
  - a) In the event the Code Enforcement Officer determines a Residential Rental Unit is unfit for human habitation, and/or that the continued occupation of the Residential Rental Unit poses an imminent threat to the health, safety and welfare of the Occupants or to the neighboring Occupants/Owners, the Code Enforcement Officer shall order said unit to be vacated immediately, and to remain vacated until conditions are corrected to the satisfaction of the Code Enforcement Officer in the manner provided in the International Property Maintenance Code for the closing and placarding of structures deemed unfit for human habitation.
  - b) For serious violations that do not require the property to be vacated, the Code Enforcement Officer may require said violations be cured within 24 hours, or any other time period as determined by the Code Enforcement Officer.
  - c) For violations requiring more than thirty (30) days to cure, the Code Enforcement Officer may grant, in his or her discretion, the additional time required to effect a cure, and this period shall be noted in writing and provided to the Owner.

B. Nonrenewal

- 1) A Code Enforcement Officer may delay and/or deny the renewal of a Residential Rental License if there are outstanding violations of Township Codes for that Residential Rental Unit that have not been corrected at the time of license renewal.
- 2) If the violations are not a threat to the safety of Occupants or other members of the public, a Code Enforcement Officer may permit occupancy while the violations of Township Codes are corrected. A Code Enforcement Officer may issue a temporary Residential Rental License that is conditioned upon certain actions being taken within a maximum time period.

C. Revocation. The immediate revocation of the license to rent a Residential Rental Unit shall occur if a Code Enforcement Officer determines that violations of Township Codes present a threat to the safety of Occupants or other members of the public. Such revocation shall continue until violations of Township Codes are corrected and the property has been reinspected.

D. Suspension.

- 1) A Code Enforcement Officer may suspend the license to rent a Residential Rental Unit until violations of Township Codes have been corrected within a time limit established by a Code Enforcement Officer. Such suspension shall continue until such time as the violation(s) of Township Codes are corrected.
- 2) If the violations are not a threat to safety of Occupants or other members of the public, a Code Enforcement Officer shall permit the current Occupants to continue to reside in the Premises for a reasonable period of time established by a Code Enforcement Officer in the notice of suspension.

E. Reinstatement. A Residential Rental License shall be reinstated if the Owner of a Residential Rental Unit corrects the reason for the revocation of the Residential Rental License, and the Owner has paid a Residential Rental License reinstatement fee, if any, and all other fees and fines as adopted by Township resolution.

F. Penalties. Any of the following may subject an Owner to penalties as provided for in this section and other Township ordinances and laws of the Commonwealth of Pennsylvania:

- 1) Failure to abate a violation of Township Codes and ordinances that apply to the Premises within the time directed by the Code Enforcement Officer.
- 2) Failure to take steps to remedy and prevent violations of this Chapter by Occupants of Residential Rental Units as required by this Chapter.
- 3) Violations are subject to existing general penalty provisions.

- a) Each day of a violation constitutes a separate offense.
  - b) Each unlicensed unit counts individually.
- G. Procedure for nonrenewal, suspension or revocation of license. Following a determination that grounds for nonrenewal, suspension or revocation of a Residential Rental License exist, a Code Enforcement Officer shall notify the Owner or Manager of the action to be taken and the reason therefor. Such notification shall be in writing, addressed to the Owner or Manager, and shall contain the following information:
- 1) The address of the Premises and/or an appropriate identification or description of the affected regulated rental unit(s);
  - 2) A description of the violation which has been found to exist, with citation to the statute, ordinance or Code alleged to have been violated;
  - 3) A statement that the Residential Rental License for said Residential Rental Unit(s) shall be suspended, revoked, or will not be renewed for the next license period unless the violation is corrected within the time deadline provided in the notice. In the case of a revocation, the notice shall state the date upon which such revocation will commence;
  - 4) A statement that during the Residential Rental License nonrenewal or revocation, the property shall not be rented for occupancy except for any temporary conditional license extension that a Code Enforcement Officer may issue;
  - 5) Information regarding the appeal process.
- H. Appeals. All appeals shall be conducted in accordance with the ordinances of Amity Township, any statute of the Commonwealth of Pennsylvania and any other applicable law.
- I. Notifications.
- 1) Notices of violations and Residential Rental License suspensions, revocations and nonrenewal shall be sent to the Owner, and Manager, if applicable, in accordance with the applicable provisions of the Second Class Township Code and the Amity Township Code, Chapter 6, titled "Code Enforcement," that are in effect at the time of the violation.
  - 2) The Township shall not be responsible for failing to provide notice where the Owner has not provided a current name and address for the Owner or the Manager for the Residential Rental Unit.
  - 3) For purposes of this action, any notice required hereunder to be given to a Manager shall be deemed as notice given to the Owner.

- 4) There shall be a presumption that any notice required to be given to the Owner under this section shall have been received by such Owner if the notice was given to the Owner in the manner provided by this Chapter, including a posting of the notice on the Premises.
- 5) A claimed lack of knowledge by the Owner of any violation hereunder cited shall not be a defense to Residential Rental License nonrenewal, suspension or revocation or an eviction order as long as all required notices involving such proceedings have been sent to the last known address of the Owner and notice was posted on the property.

□ **6-306 Violations and Penalties**

- A. Basis for violations. It shall be unlawful for any Person, as either Owner or Manager of a Residential Rental Unit, to operate said units without registering the Premises possessing said Residential Rental Unit(s); and/or maintaining a valid and current Residential Rental License, as issued by the Township and authorizing such operation. It shall be unlawful for any Person, either Owner or Manager, to allow the number of Occupants of a Residential Rental Unit to exceed the maximum number allowed by Township Codes, or to violate any other provision of this Chapter. It shall be unlawful for any Owner, Manager or Occupants to violate this Chapter.
- B. Penalties. The penalties, fines and remedies shall be in accordance with the applicable provisions in the Second Class Township Code and the Amity Township Code (Chapter 6, Code Enforcement; Part II section 6-201(f)):

*Prosecution of violation. Persons who shall violate a provision of this Code, fail to comply with any of the requirements thereof, or erect, install, alter or repair work in violation of the approved construction documents or directive of the Code Enforcement Officer, or of a permit or certificate issued under the provisions of this Code, shall be guilty of a summary offense, punishable by a fine of not more than \$1,000 per violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.*

- C. Nonexclusive remedies. The penalty provisions of this Chapter and the Residential Rental License nonrenewal, suspension and revocation procedures provided in this Chapter shall not limit the ability of the Township to enforce other Township Codes, regulations or ordinances, nor shall said penalty provisions limit the ability of the Township to utilize the penalties, remedies and procedures under such Township ordinances and state or federal law, if applicable.

□ **6-307 Miscellaneous Provisions**

- A. Owners separately responsible. If any Residential Rental Unit is owned by more than one Person, in any form of joint tenancy, as a partnership, or otherwise, such Person shall be jointly and severally responsible for the duties imposed under the terms of

this Chapter and shall be separately subject to penalties for the violation of this Chapter.

- B. Stricter standards to apply. In the event that any provision of this Chapter is inconsistent with the provisions of any other ordinance in effect in the Township, the provision applying the stricter standard shall apply.
- C. This /Chapter shall not affect violations of any other ordinance, Code or regulation existing prior to the effective date hereof, and any such violations shall be governed and shall continue to be punishable to the full extent of the law under the provisions of those ordinances, Codes or regulations in effect at the time the violation was committed.

SECTION 2. All ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as they are inconsistent with this Ordinance.

SECTION 3. This Ordinance shall become effective immediately after enactment.

SECTION 4. That nothing in this Ordinance, the Uniform Construction Code, or the 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 cause of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this Ordinance.

SECTION 5. The Code of Ordinances of the Township of Amity, Berks County, Pennsylvania, as amended, shall be and remain unchanged and in full force and effect except as amended, supplemented and modified by this Ordinance. This Ordinance shall become a part of the Code of Ordinances of the Township of Amity, Berks County, Pennsylvania, as amended, upon adoption.

DULY ENACTED AND ORDAINED this 20<sup>th</sup> day of May, 2026.

TOWNSHIP OF AMITY BOARD OF SUPERVISORS

Kim McGrath  
Kim McGrath, Chairperson

Kevin Keifrider  
Kevin Keifrider, Vice-Chairperson

Paul Weller

Terry Jones  
Nathaniel Halter  
Nathaniel Halter

ATTEST:

Pam Kisch  
Pam Kisch, Secretary

(SEAL)

