

**BOROUGH OF CARROLL VALLEY  
PLANNING COMMISSION MEETING  
Monday, March 4, 2024 – 7:00 P.M.  
Borough Office**

**A G E N D A**

1. **Approval of Meeting Minutes**
  - a. Minutes of February 5, 2024, meeting
2. **Open to the Public**
3. **New Business**
4. **Old Business**
  - a. Long-Term Rentals – Rules/Regulations
  - b. Chapter 22 Review
5. **Adjournment**

BOROUGH of CARROLL VALLEY  
ADAMS COUNTY, PENNSYLVANIA

Ordinance No. \_\_-2023

AN ORDINANCE ESTABLISHING REGULATIONS, LICENSING, AND INSPECTIONS FOR LONG-TERM RENTAL PROPERTIES WITHIN CARROLL VALLEY BOROUGH, MINIMUM STANDARDS FOR LONG-TERM RENTAL PROPERTIES, VIOLATIONS AND PENALTIES AND APPEALS.

The Borough Council of Carroll Valley Borough, Adams County, Pennsylvania, enacts and ordains as follows:

Section 1. Chapter 11, Part 1, is deleted in its entirety.

Section 2. The Borough Council of Carroll Valley, Adams County, Pennsylvania, hereby adopts the following Rental Properties Maintenance and Housing Occupancy Ordinance as Chapter 11, Part 1, as follows:

**LONG-TERM RENTALS**

**§ 11-101. Title.**

This chapter shall be known and may be cited as the “Long-Term Rental Ordinance of the Borough of Carroll Valley.”

**§ 11-102. Definitions**

As used in this Chapter, the following terms shall have the following meanings. If a term is not defined in this Chapter but is defined in the Borough’s Property Maintenance/Nuisance Code or Uniform Construction Codes, then that definition shall apply to this Chapter. If a term is not defined in any of those codes but is defined elsewhere in the Borough Code, then the definition in such Chapter shall apply to this Chapter.

APPROPRIATE AUTHORITY – That person within the governmental structure of the corporate unit charged with the administration of the appropriate ordinance.

APPROVED – Approved by the local or state authority having such administrative authority.

ASHES – The residue from the burning of combustible material.

BEDROOM -- A room or space designed for sleeping purposes with two means of egress and in close proximity to a bathroom. Space used for eating, cooking, bathrooms, toilet rooms, closets, halls, storage or utility rooms, and similar uses are not considered bedrooms. Space used or intended for general and informal everyday use, such as a living room, den, sitting room, or similar, is not considered a bedroom.

BOROUGH - The Borough of Carroll Valley.

CODE ENFORCEMENT OFFICER (CEO) -- The Borough-appointed Code Enforcement Officer is responsible for enforcing this Chapter and the Code and any assistants or deputies appointed by the Borough, including police officers. At the discretion of the Borough Council, an independent entity or contractor may be appointed to enforce part or all of this function under this Chapter.

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DWELLING – Any enclosed space that is wholly or partly used or to be used for living or sleeping by human occupants.

DWELLING UNIT – One or more rooms, occupied or intended for occupancy, as separate living quarters by a single family maintaining a household, the members of which have unrestricted access to all other parts thereof, with cooking, sleeping, and sanitary facilities provided therein, for the exclusive use of that single family. For the purposes of this Chapter, this term shall be used when referring to dwellings and/or dwelling units, as defined under the Zoning Ordinance, and shall include guesthouses.

EXTERMINATION – The control and elimination of insects, rodents, or other pests by eliminating their harborage places; removing or making inaccessible materials that may serve as their food; by poisoning; spraying, fumigating, or trapping; or by any other recognized and legal pest elimination methods approved by the local or state authority having such administrative authority.

FAMILY-- One or more individuals related by blood, marriage, or adoption (including persons receiving formal foster care) or up to four (4) total unrelated individuals who maintain a common household and live within one Dwelling Unit, except as provided otherwise in the Code. For this purpose, “related” shall mean persons who are related by blood, marriage, adoption, civil union recognized by any state, or formal foster relationship to result in one of the following relationships: spouse, brother, sister, parent, child, grandparent, great-grandparent, grandchild, great-grandchild, uncle, aunt, niece, nephew, sister-in-law, brother-in-law, parent-in-law or first cousin. “Step” relationships, such as stepmother, shall also be included. “Related” shall not include any relationship further than direct first cousins.

Notwithstanding the above definition, a family shall also be deemed to include any number of mentally or physically disabled persons occupying a dwelling unit as a single, nonprofit housekeeping unit if such occupants are disabled persons as defined in Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988. Such unrelated individuals shall have the right to occupy a Dwelling Unit in the same manner and to the same extent as any family unit as defined above.

FLUSH WATER CLOSET – A toilet bowl flushed with water under pressure with a water-sealed trap above floor level. Such toilet bowls shall have a smooth, easily cleanable surface.

GARBAGE – Animal and vegetable wastes resulting from handling, preparation, cooking, and consumption of food.

GUEST – Any person who shares a dwelling unit in a nonpermanent status for no more than 30 days.

HABITABLE ROOM – A room or enclosed floor space used or intended to be used for living,

sleeping, cooking, or eating purposes, excluding laundries, furnace rooms, pantries, and utility rooms of less than 50 square feet, foyers or communicating corridors, stairways, storage spaces and workshops, hobby, and recreation areas in unsealed or uninsulated parts of structure below ground level or in attics.

INFESTATION – The presence within or around a dwelling of any insects, rodents or other pests.

LICENSE – The document issued by the Borough of Carroll Valley demonstrating permission to operate a Rental Property in the Borough.

LOCAL CONTACT PERSON – A person or agent with actual authority to represent the Owner for purposes of contact and communication regarding the Owner’s Short-Term or Long-Term Rental. A local contact person must be able to respond and arrive at the Short-Term Rental property within one hour of notice and must be authorized to act as a legal agent for the Owner. If there is a change in the identity of the local contact person, the Borough must be notified, in writing, within 14 days or prior to the Rental of the property if the Rental occurs within said fourteen-day period.

LONG-TERM RENTAL – Any Residential Dwelling Unit utilized as a single-family residence rented for more than thirty (30) days.

LONG-TERM RENTAL LICENSE – Permission was granted by the Borough to utilize a dwelling unit for long-term rental use.

OCCUPANT – Any person living, sleeping, cooking, or eating in or actually having possession of a dwelling unit or a rooming unit, except that in dwelling units, a guest will not be considered an occupant.

OPERATOR – Any person who has charge, care, control, or management of a building or part thereof in which dwelling units or rooming units are let.

OWNER – Any person, agent, operator, firm, or corporation having a legal or equitable interest in the property; that is recorded in the official records of the state, county, or municipality as holding title to or an interest in 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.

PERSON – Any individual, corporation, partnership, or any other group acting as a unit.

PLUMBING – All of the following supplies, facilities, and equipment: gas pipes, gas-burning equipment, water pipes, garbage disposal units, incinerators, waste pipes, water closets, sinks, dishwashers, lavatories, bathtubs, shower baths, shower stalls, clothes-washing machines, catch basins, drains, vents and any other similar supplies and fixtures, together with all connections to water, sewer or gas lines and water pipes and lines, including those utilized in conjunction with air-conditioning equipment.

PREMISES – A lot, plot, or parcel of land, easement, or public way, including any structures thereon.

**RENTAL PROPERTY** – Any dwelling, dwelling unit, rooming house, or rooming unit occupied by tenant or tenants.

**RENTAL PROPERTY AGENT** – A person designated by the Owner of a Rental Property to be responsible for said Rental Property as more fully set forth herein.

**ROOMING HOUSE** – A building containing a single owner-occupied dwelling unit and guest rooms, where lodging is provided with or without meals for compensation. Businesses commonly referred to as “bed and breakfast inns” are included in this definition.

**ROOMING UNIT** – Any room or group of rooms forming a single habitable unit used or intended to be used for living and sleeping but not for cooking purposes.

**RUBBISH** – Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

**SAFETY** – The condition of being free from danger and hazards which may cause accidents or disease.

**SUPPLIED** – Paid for, furnished by, provided by, or under the control of the Owner or operator.

**TENANT** – Any person other than the owner who occupies, resides, or is entitled to occupy or reside in any dwelling or dwelling unit with the permission, express or implied, of the owner or operator of such dwelling or dwelling unit, regardless of whether there is any written or verbal lease therefor or no lease, and regardless of whether such person pays rent or other compensation or consideration to the owner or operator of such dwelling or dwelling unit for the occupancy or right to occupy or reside in such dwelling or dwelling unit.

**ZONING ORDINANCE** – The Carroll Valley Borough Zoning Ordinance, as amended.

### **§ 11-103. License Required.**

No Owner of any Premises in Carroll Valley Borough shall operate a Long-Term Rental in Carroll Valley Borough without first obtaining a Long-Term Rental License from the Code Enforcement Officer. Operation of a Long-Term Rental without a Long-Term Rental License is a violation of this Chapter.

### **§ 11-104. License Requirements.**

- A. Application requirements. Long-Term Rental License applications shall contain the following information:
1. The name, address, telephone number, and email address of the Owner. If the Owner is not a full-time resident of the Borough of Carroll Valley or does not live or have a primary physical work address (beyond a post office box) within a twenty-mile radius of the Borough of Carroll Valley, then the Owner shall designate a Person to serve as Manager who does reside or have a primary physical work headquarters (beyond a

post office box) within a twenty-mile radius of the Borough of Carroll Valley. If the Owner is a corporation, partnership, or similar entity, a Manager shall be appointed to meet the above requirements. If the Owner is not required to have or has not designated a Manager, then the Owner shall provide a 24-hour telephone number. If the Owner uses a Manager, that Manager shall have written authorization to accept service for the Owner.

2. The name, address, and 24-hour telephone number of the Manager.
  3. Total habitable floor space and total number of bedrooms for the Long-term rental.
  4. If the building is a multi-dwelling unit structure, the total number of dwelling units in the structure and the number of dwelling units being used as Long-Term Rentals. Each Dwelling Unit in a multi-dwelling unit structure must have a separate Long-Term Rental License.
  5. A site plan showing property lines, driveways, and all structures, including the location and number of on-site parking spaces. An on-site inspection will be required to verify the availability of parking spaces and their consistency with the submitted site plan.
  6. Septic system evaluation certifying the existing system is functioning as intended and proof the tank was pumped within the past three (3) years for approval by the Sewage Enforcement Officer. An inspection of the on-lot sewage disposal system to verify consistency with the submitted site and floor plans may be required.
  7. Signatures of both the Owner and the Manager.
  8. Copy of the current recorded Deed for the Premises establishing ownership may be required.
  9. No permit will be issued to any owner who is delinquent with Borough sewer fees or property taxes for all properties owned, in whole or in part, by the Owner in the Borough. If sewer fees or property taxes become delinquent after the issuance of a Long-Term Rental permit, the permit will be revoked until such time as the delinquent account is brought current.
  10. Long-term rental owners must provide weekly trash removal. No dumpsters are permitted.
- B. A Long-Term Rental License shall be issued only to the Owner of the Long-Term Rental Premises.
1. A separate Long-Term Rental License is required for each Dwelling Unit; for two-family or multi-family dwellings, a separate License shall be required for each Dwelling Unit being used as a Long-Term Rental.
  2. A Long-Term Rental License is effective for one (1) year or until any of the conditions of the Long-Term Rental governed by this Chapter are changed, whichever shall first

occur. A Long-Term Rental License must be renewed annually, and also when any of the conditions of the Long-Term Rental which are governed by this Chapter are changed.

3. The Owner, by making an application for a Long-Term Rental License and/or accepting issuance of a Long-Term Rental License, grants permission for any and all inspections authorized by this part.
4. The Borough will prescribe forms and procedures for processing License applications under this Ordinance.

#### **§11- 105. Responsibilities of Owners, Property Managers, and Occupants.**

- A. No Owner or other person shall occupy or let to another person any Rental Property unless the premises are clean, sanitary, fit for human occupancy, and comply with all applicable legal requirements of the Commonwealth of Pennsylvania and the Borough.
- B. Every Owner of a Rental Property containing two or more Dwelling Units shall maintain, in a clean and sanitary condition, the shared or public areas of the dwelling and premises thereof.
- C. Every Occupant of a Rental Property shall maintain in a clean and sanitary condition that part or those parts of the Dwelling, Dwelling Unit, and premises thereof that he occupies and controls.
- D. Every Occupant of a Rental Property shall store and dispose of all rubbish in a clean, sanitary, and safe manner.
- E. Every Occupant of a Rental Property shall store and dispose of all his garbage and any other organic waste that might provide food for insects and/or rodents in a clean, sanitary, and safe manner, and if a container is used for storage pending collection, it shall be rodent-proof, insect-proof and watertight.
- F. Every Owner of a Rental Property containing three or more Dwelling Units shall supply facilities or containers for the sanitary and safe storage and/or disposal of rubbish and garbage. In the case of Rental Property that is a single-family dwelling, it shall be the responsibility of the Owner to furnish such facilities or containers.

G. Long-term rental owners must provide weekly trash removal. No dumpsters are permitted.

G.H. Every Owner of a long-term rental shall be responsible for the extermination of insects and rodents on the premises. The Owner must maintain a Dwelling in a rodent-proof or reasonable insect-proof condition.

H.I. Every Owner of a Rental Property shall keep all plumbing fixtures therein in operable condition.

H.J. From October 1 until April 30, in every Rental Property, when the control of supplied heat is the responsibility of a person other than the Occupant, a temperature of at least 68° F. shall be maintained in all habitable rooms, bathrooms, and water closet compartments.

~~J.K.~~ Every Owner of a Rental Property who resides more than ~~fifty~~twenty (520) miles from the Borough municipal limits shall designate in writing to the Borough a property manager. The property manager shall have the authority to act on behalf of the Owner and shall accept service for all notices to be provided hereunder. The use of the words “Owner” and “property manager” herein shall be interchangeable. The property manager shall be liable for any violation of this Part and shall be subject to prosecution hereunder as if he were the Owner, provided, however, that the Owner shall be and remain liable for violations of this Chapter whether or not a property manager has been appointed and designated.

#### **§11- 106. Minimum Property Maintenance Code Standards for Rental Property.**

No person shall occupy as Owner or Occupant or let to another for occupancy any Rental Property, for the purpose of living, which does not comply with the minimum standards set forth in Chapter 10 of the Carroll Valley Borough Code of Ordinances.

#### **§11- 107. Maximum density and minimum space, use, and location requirements.**

No person shall occupy or let to be occupied any Rental Property for the purpose of living therein unless there is compliance with the space, use, and location requirements set forth in ~~in~~ Chapter 27 of the Carroll Valley Borough Code of Ordinances.

#### **§11- 108. Rooming Houses and Rooming Units.**

No Person shall operate a Rooming House or shall occupy or let to another for occupancy any Rooming Unit in any Rooming House which is not in compliance with the provisions of this chapter. No Owner or other person shall occupy or let to another person any Rooming Unit unless it is clean and sanitary and complies with all applicable requirements of the Borough, including the following:

- A. No Person shall operate a Rooming House unless he holds a valid occupancy permit issued by the appropriate authority in the name of the operator and for the specific Dwelling or Dwelling Unit. The Operator shall apply to the appropriate authority upon compliance by the Operator with the applicable provisions of this chapter and of any rules and regulations adopted pursuant thereto. The permit shall not be transferable.
- B. At least one flush water closet, lavatory basin, and bathtub or shower, properly connected to a water and sewer system approved by the Code Enforcement Officer and in good working condition, shall be supplied for every six persons or fraction thereof residing within a Rooming House, including members of the Operator’s family wherever they share the use of said facilities.

#### **§11- 109. Fire Safety Requirements**

- A. Every dwelling unit ~~shall contain at ,with the exception of those heated primarily with electric heat, shall consist of, at minimum, one~~ minimum one (1) functioning carbon monoxide detector. The Owner shall provide a carbon monoxide detector that is either separate from the required smoke alarm(s) or is part of a combined unit. All carbon monoxide detectors shall be tested in accordance



with the manufacturer's instructions. The Occupant shall have the duty and responsibility to notify the owner of any defect(s). The Owner shall have the duty and responsibility of remedying any defect after receiving notice of the defect. All carbon monoxide detectors shall be kept in proper working condition at all times and shall be replaced after being in service for a period of ten years or becoming defective/inoperable, whichever comes first.

- B. Every dwelling unit shall consist of at minimum one (1) functioning fire extinguisher. Any dwelling unit shall have a portable fire extinguisher with a minimum rating of 2-A:10-B:C. The Owner shall provide portable fire extinguishers and shall mount, locate, and identify them so that they are readily accessible to occupants without subjecting the occupants to possible injury. The Owner shall ensure that portable fire extinguishers are maintained in a fully charged and operable condition and kept in their designated places at all times except during use. Fire extinguishers shall be clearly located where they will be readily accessible and immediately available in the event of fire.

### **§11- 110. Inspections, Licensing, and Enforcement.**

- A. The Code Enforcement Officer is hereby authorized and directed to inspect and License all Rental Property subject to the provisions of this chapter.

B. The Code Enforcement Officer shall inspect each Rental Property in the Borough to determine compliance with this chapter once every two years pursuant to a reasonable schedule to be established by such officer or in response to a complaint that an alleged violation of the provisions of this chapter or of applicable rules or regulations pursuant thereto has been committed, or when the Code Enforcement Officer has a valid reason to believe that a violation of this chapter or any rules and regulations pursuant thereto has been committed, or upon the change of tenant or transfer of ownership of the entire property.

~~B. The Code Enforcement Officer shall inspect each Rental Property in the Borough to determine compliance with this chapter once every two years pursuant to a reasonable schedule to be established by such officer or in response to a complaint that an alleged violation of the provisions of this chapter or of applicable rules or regulations pursuant thereto has been committed, or when the Code Enforcement Officer has a valid reason to believe that a violation of this chapter or any rules and regulations pursuant thereto has been committed, or upon the transfer of ownership of the entire property.~~

- C. The Code Enforcement Officer is authorized and directed to make inspections at any reasonable hour to determine compliance with this chapter.
- D. The Code Enforcement Officer is hereby authorized to inspect the Premises surrounding any Rental Property subject to this chapter for the purpose of determining whether there is compliance with its provisions.
- E. The Code Enforcement Officer and the Owner or Occupant may agree to an inspection by appointment at a time other than the hours provided by this chapter. The Owner, property manager, or person in charge must be present at all times during the inspection.
- F. The Owner or Occupant, upon presentation of proper identification by the Code Enforcement Officer, shall give the Code Enforcement Officer entry and free access to every part of the Rental

Property or to the surrounding premises.

- G. If any Owner or Occupant refuses, impedes, inhibits, interferes with, restricts, or obstructs entry and free access to every part of the structure or premises where inspection authorized by this part is sought, the Borough may seek, in a court of competent jurisdiction, an order that such Owner or Occupant cease and desist with such interference. Such person may also be liable for such fines and criminal penalties as set forth in other sections of this chapter.
- H. The Code Enforcement Officer and the Borough shall have the authority to institute any action permitted by law to enforce the provisions of this chapter.
- I. Any inspection scheduled pursuant to any provision of this Part may be canceled one time by contacting the Borough Office during normal business hours at least 48 hours in advance of the scheduled inspection. Failure to comply with these procedures for canceling or canceling the inspection more than one time will result in the imposition of a cancellation fee.

**§11- 111. Notification of transfer of Ownership.**

Every Person owning a Rental Property shall give notice, in writing, to the Code Enforcement Officer within 24 hours after having transferred or otherwise disposed of the legal control of any Rental Property. Such notice shall include the name and address of the person or persons succeeding to the Ownership or control of such Rental Property.

**§11- 112. Action upon finding violations.**

Whenever, upon inspection of the Rental Property or of the records required to be kept by this chapter, the Code Enforcement Officer finds that conditions or practices exist that are in violation of the provisions of this chapter or of any applicable rules and regulations pursuant thereto, the Code Enforcement Officer or the Borough shall serve the Owner with notice of such violation in a manner hereinafter provided. Such notice shall state that unless the violations cited are corrected within the time provided, the Owner shall be subject to penalties provided by this part.

**§11- 113. Notice of violation.**

- A. Whenever the Code Enforcement Officer determines that a Rental Property or the surrounding premises fails to meet the requirements set forth in this part or in applicable rules and regulations issued pursuant hereto, the Code Enforcement Officer or other Borough designee shall issue a notice setting forth the alleged failures and advising the Owner or Occupant or other person in charge that such failures must be corrected. This notice shall:
  - 1) Be in writing.
  - 2) Set forth the alleged violations of this part or of applicable rules and regulations issued pursuant thereto.
  - 3) Describe the Rental Property or Dwelling, Dwelling Unit, Rooming Unit, or Premises where the violation is alleged to exist or to have been committed.

- 4) Provide a reasonable time for the correction of any violation alleged. The time for compliance shall take into consideration the seriousness of the violation and the climatic conditions. The Code Enforcement Officer or other Borough designee may, in his or her sole and absolute discretion, give one additional extension of time, provided that the Owner is exercising due diligence and the inability to make the correction is through no fault of the Owner.
  - 5) Be served upon the Owner or Occupant or other person in charge of the Rental Property or Dwelling, Dwelling Unit, Rooming Unit or Premises personally, or by mail, addressed to the last known place of residence of the Owner or Occupant or other person in charge. If one or more persons to whom such notice is addressed cannot be found after diligent effort to do so, service may be made upon such persons by posting a notice in or about the dwelling, dwelling unit, rooming unit, or premises described in the notice or by causing such notice to be published in a newspaper of general circulation.
  - 6) Be served upon the Property Manager for the receipt of such service of notice designated pursuant to this part.
- B. The owner of every rental property must file a property registration with the Borough Office each year between January 1 and January 31. All Owners must comply with the registration requirements and provide the names and addresses of the Owner and/or Property Manager along with other needed information.
- C. At the end of the period of time allowed for the correction of any violation alleged, the Code Enforcement Officer shall reinspect the Rental Property described in the notice. Failure to have all violations corrected shall result in the revocation of any License and/or the determination that the Owner is operating a Rental Property without a License and in violation of this Part.

#### **§11- 114. Fees and charges.**

All fees and charges for licensing and inspection due and unpaid under this chapter shall be recovered by the Borough as other debts due the Borough are now recovered and shall constitute a municipal claim.

#### **§11- 115. Violations and penalties.**

Any Owner or Occupant or other person in charge of a Rental Property who has received notice of a violation of this chapter and fails to take the necessary corrective action shall, upon conviction thereof, be sentenced to pay a fine of not less than \$300 nor more than \$1,000 together with the costs of prosecution and, in default thereof, be sentenced to imprisonment in the Adams County Prison for a period of not more than 30 days. Each day of continued violation shall constitute a separate offense.

#### **§11- 116. Appeals.**

Any Person aggrieved by a determination that a Rental Property violates this chapter as applied hereunder may appeal the determination to the Building Appeals Board, as defined and provided for in Chapter 10.

#### **§11- 117. Inspection, licensing, and cancellation fees.**

- A. An annual registration fee shall be imposed and shall include ~~1)~~ an annual inspection fee and ~~2)~~ an annual licensing fee. An additional inspection fee for any subsequent inspection for the same Rental Property, as a follow-up or other continuation of the initial inspection, shall be imposed. The inspection and licensing fees shall be established by the Carroll Valley Borough Council from time to time by resolution.
- B. A cancellation fee is hereby imposed in and for the following occurrences: canceling any inspection more than one time where such inspection has been scheduled in accordance with this part and canceling any scheduled inspection without following the procedures set forth in this part. Cancellation fees shall be established by the Carroll Valley Borough Council from time to time by resolution.

**§11- 118. Mandatory Inspection upon change of tenant.**

- A. Unless an inspection has been completed in the last six (6) months, prior to renting to a new Tenant, the Owner shall contact the Code Enforcement Officer and make satisfactory arrangements to have an inspection when the Rental Property or applicable Dwelling Unit or Housing Unit is vacant and prior to the occupancy of the Rental Property by the new Tenant. Failure by the Owner to do so shall constitute a violation of this part. Each and every day that a violation continues shall constitute a separate violation of this part, subject to the fines and penalties set forth in this part.
- B. Nothing in this part shall be construed to prevent the Code Enforcement Officer from inspecting any Rental Property at any time upon complaint and by invitation by the Tenant or Tenant's authorized agent.

**§11- 119. Conflict with other provisions.**

In any case, where a provision of this chapter is found to be in conflict with a provision of any zoning, building, fire safety or health ordinance or code of the Borough existing on the effective date of the ordinance, the provision which establishes a higher standard for the promotion and protection of the health and safety of the people shall prevail. In any case where the provision of this part is found to be in conflict with a provision of any other ordinance or code of the Borough existing on the effective date of this part which establishes a lower standard for the promotion and protection of the health and safety of the people, the provisions of this part shall prevail, and such other ordinances or codes are hereby declared and repealed to the extent that they may be found in conflict with this part.

Section 3. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Borough Council of the Borough of Carroll Valley hereby declares that it would have passed this ordinance and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

Section 4. All Ordinances or parts thereof that are inconsistent herewith are hereby repealed and amended.

Section 4. Effective Date. This ordinance and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect immediately after

the date of its final passage and adoption.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF CARROLL VALLEY THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

ATTEST:

BOROUGH OF CARROLL VALLEY

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Council President

Seal

\_\_\_\_\_  
Mayor