

**ORDINANCE  
2004-03**

**WHEREAS**, the purpose of this ordinance is to promote the general health, safety and welfare of the citizens of this Municipality and to conform to the requirements of the Pennsylvania Construction Code Act and regulations to the Act promulgated by the Pennsylvania Department of Labor and Industry (hereinafter sometimes collectively referred to as the "Code"); and

**WHEREAS**, the Pennsylvania Construction Code Act requires the enactment of an appropriate ordinance by municipalities electing to administer and enforce the building code provisions of the Code.

**NOW, THEREFORE**, it is hereby enacted and ordained as follows:

1. This Municipality hereby elects to administer and enforce the provisions of the Pennsylvania Construction Code Act, Act 45 of 1999, 35 P.S. §§7210.101-7210.1103, as amended from time to time, and its regulations.

2. The Uniform Construction Code, contained in 34 Pa. Code, Chapters 401-405, as amended from time to time, is hereby adopted and incorporated herein by reference as the municipal building code of this Municipality.

3. Administration and enforcement of the Code within this Municipality shall be undertaken in any of the following ways as determined by the governing body of this Municipality from time to time by resolution:

- a. By the designation of an employee of the Municipality to serve as the municipal code official to act on behalf of the Municipality;
- b. By the retention of one or more construction code officials or third-party agencies to act on behalf of the Municipality;
- c. By agreement with one or more other municipalities for the joint administration and enforcement of this Act through an inter-municipal agreement;
- d. By entering into a contract with another municipality for the administration and enforcement of this Act on behalf of this Municipality;

- e. By entering into an agreement with the Pennsylvania Department of Labor and Industry for plan review, inspections and enforcement of structures other than one-family or two-family dwelling units and utility and miscellaneous use structures.

4. A Board of Appeals shall be established by resolution of the governing body of this Municipality in conformity with the requirements of the relevant provisions of the Code, as amended from time to time, and for the purposes set forth therein. If at any time enforcement and administration is undertaken jointly with one or more other municipalities, said Board of Appeals shall be established by joint action of the participating municipalities.

5.a. All building code ordinances or portions of ordinances which were adopted by this Municipality on or before July 1, 1999, and which equal or exceed the requirements of the Code shall continue in full force and effect until such time as such provisions fail to equal or exceed the minimum requirements of the Code, as amended from time to time.

b. All building code ordinances or portions of ordinances which are in effect as of the effective date of this ordinance and whose requirements are less than the minimum requirements of the Code are hereby amended to conform with the comparable provisions of the Code.

c. All relevant ordinances, regulations and policies of this Municipality not governed by the Code shall remain in full force and effect

6. Fees assessable by the Municipality for the administration and enforcement undertaken pursuant to this ordinance and the Code shall be established by the governing body by resolution from time to time.

7. This ordinance shall be effective five days after the date of passage of this ordinance.

8. If any section, subsection, sentence, or clause of this ordinance is held, for any reason, to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance.

DULY ENACTED AND ORDAINED this 5<sup>th</sup> day of May, 2004 by the Board of Supervisors of Fishing Creek Township in a public session duly assembled.

FISHING CREEK TOWNSHIP

Randy A. Hack

Ronald W. Kocher

Randall Laubach

ATTEST:

Patricia M. Russo

FISHING CREEK TOWNSHIP SECRETARY

(SEAL)

# AGREEMENT

THIS AGREEMENT made this 5<sup>th</sup> day of May, 2004 by and between the Tri-County Council of Government International Building Committee Inspection Service Committee of Columbia, Luzerne, and Lycoming Counties with offices located at 208 Jackson Street, Bloomsburg, PA 17815, Hereinafter the MC Committee.

AND

Fishing Creek Township, a Pennsylvania political subdivision, with offices at 3188 State Route 487, Orangeville, PA 17859

## Background

1. Municipality has adopted an ordinance or ordinances establishing minimum standards for the construction and/or maintenance of buildings within its jurisdiction, collectively referred to as building codes.
2. The said ordinance(s) appoint a Building Codes Administrator to implement the provisions of the said Building Codes.
3. By Ordinance, the municipality has appointed the IBC Committee as Building Codes Administrative Agency for its jurisdiction.
4. The parties hereto desire to enter into a Written agreement setting forth the terms of the said appointment.

## Agreement

FOR AND IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. The IBC committee does hereby agree to administer the International Building Codes as Codes Administration Agency and shall perform all of the duties of said office through its duly elected Executive Board as set forth in its By-laws.
2. The IBC Committee shall be compensated as follows:

### Residential Building Permit Fee Schedule:

\$0.00 to \$1000.00 of construction value	- \$50.00
\$1001.00 to \$100,000.00 of construction value	- \$100.00
\$101,000.00 to \$200,000.00 of construction value	- \$200.00
\$201,000.00 to \$300,000.00 of construction value	- \$300.00
\$301,000.00 to \$400,000.00 of construction value	- \$400.00
\$401,000.00 to \$500,000.00 of construction value	- \$500.00
\$501,000.00 to \$600,000.00 of construction value	- \$600.00
\$601,000.00 to \$700,000.00 of construction value	- \$700.00
\$701,000.00 to \$800,000.00 of construction value	- \$800.00
\$801,000.00 to \$900,000.00 of construction value	- \$900.00

New Construction (Whole House):

Plan Review: \$150.00 up to 2,000 gross square feet.  
10.00 for each additional 100 square feet.

Inspections: \$500.00 up to 2,000 gross square feet.  
20.00 for each additional 100 square feet.

Manufactured Housing:

Footings: \$90.00  
Foundations: \$90.00  
Electric Service and Feeder (1 trip): \$65.00  
Each additional Fixture: \$5.00

Trailers:

Slabs: \$75.00  
Electric Service and Feeder (1 trip): \$65.00  
Each additional Fixture: \$5.00

Misc. Groups:

(Sheds, decks, fences, towers, pools, retaining walls, etc.,) 1 of total or \$65.00 minimum

Residential Alterations or Repairs:

Building: \$75.00 plus \$20.00 for each additional 1 00 square feet of gross floor area.  
Plumbing: \$75.00 plus \$10.00 per fixture.  
Mechanical: \$75.00 plus \$25.00 for each \$1,000.00 in new or replacement costs.

Electrical:

Minor Alterations: \$5.00 per device, minimum \$75.00.

Energy:

\$75.00

Electrical Service:

100 amp - up to 8 devices: \$110.00  
Each additional device: \$1.00

Finished Wiring:

1 to 25 fixtures: \$35.00  
Each additional device: \$1.00

Plan Review Alterations:

\$35.00 per hour, minimum 2 hours.

Commercial Inspections:

Inspections will be calculated with IBC Plan review schedule. Inspections will be calculated on published IBC construction cost or actual cost.  
Project time will be considered in determining inspection fees.

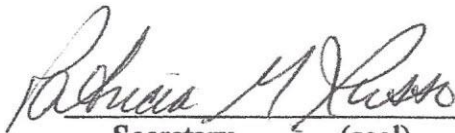
3. The IBC Committee Executive Board shall respond to all complaints or referrals of which it is made aware that concern the said building codes within the participating Municipalities. It shall investigate the same and take such action as shall be appropriate.

4. The IBC Committee Executive Board shall consult with its solicitor prior to the institution of any suit or the filing of charges pursuant to the provisions of the international BOCA Code. The solicitor shall have the authority to authorize the institution of suit or the filing of charges and shall assist the IBC Executive Board in the prosecution of the same. The costs of suit or prosecution shall be borne by the Board.
5. The IBC Committee shall submit monthly reports to its participating members summarizing hours expended, services performed, charges filed, suits instituted, and such other program matters as may from time to time be required by the Municipality.
6. All fees imposed by this agreement will be collected by the IBC Executive Board. All forms and procedures necessary for the implementation of the International BOCA Code shall be prepared and established by the IBC Committee. Consideration shall be given to other permits and procedures required by law or regulations.
7. In the event that the IBC Committee Executive Board shall determine that the hourly charge or fees collected is not sufficient to adequately compensate the IBC Executive Board for the services performed by it, pursuant to this agreement, it shall so notify the full IBC Committee. The parties hereto shall discuss the same in an effort to resolve the same. It being the intent of the parties hereto that the IBC Executive Committee shall receive adequate compensation for its services.
8. This agreement shall remain in effect for a period of one (1) year(s) and thereafter on an annual basis provided that any party may terminate the agreement at any time for cause or at the end of any term upon sixty (60) days notice to the other party.
9. The IBC committee shall so conduct its activities when administering the Municipality Building Codes and performing its duties as Code Administrator so as not to endanger any person(s); and does hereby release and agree to indemnify, defend, and hold harmless the Municipality and all of their officers, agents, and employees from and against any and all claims, actions, cause of actions, demands, or judgments or losses, injuries, costs, expenses, liabilities, and damages of any every kind and nature of any person or property, whether belonging to the IBC Committee or any other person, or to the Municipality or their officers, agents, and employees, occasioned wholly or in part by the act or omissions of the IBC Committee authority, its agents, officers, employees, or representatives, while administering the Municipality Building Codes and performing its duties as Code Administrator, or in any manner arising out of or connected with directly or indirectly, its activities as Code Administrator.
10. The IBC Committee further agrees to purchase and maintain during the term of this Agreement an adequate comprehensive liability insurance policy, including public liability and property damage, to cover any injury, accident or incident which might reasonably be expected to occur while administering the Municipality Building Codes and performing its duties as Code Administrator.

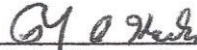
**IN WITNESS WHEREOF**, the parties hereto have hereunto set forth their hands and seals the same date first written above.

Attest:

Secretary (seal)

  
Secretary (seal)

By: \_\_\_\_\_  
International Building Codes Committee of the  
TRI County Council of Governments

By:   
Municipality Fishing Creek Township