ORDINANCE NO. 313

AN ORDINANCE AMENDING ORDINANCE NO. 294, KNOWN AS THE HISTORIC ZONING ORDINANCE, AND IS ENACTED UNDER THE PROVISIONS OF THE PENNSYLVANIA MUNICIPALITIES PLANNING COCE, ACT 247, DATED JANURY 1, 1969, AS AMENDED.

PURPOSE

The purpose of this Ordinance is to amend Ordinance No. 294, known as the Historic Zoning Ordinance, to expand the area designated as the Historic Zoning District and to change the composition of the Board of Historic Review.

SECTION 2 - Amendment

A. Section 3 - Requirements and Restrictions shall be expanded by adding Subsecton D which shall read as follows:

> D. All utilities located in the Historic Zoning District including electric lines, gas lines, water lines, sewer lines, storm sewer lines, cable television lines, telephone lines, or any other utility lines, shall be placed underground. Should any existing lines be replaced, then those lines shall be promptly placed underground. The sole cost and expense of such placement or replacement of these lines shall be on the utility company.

B. Section 4 - Board of Historical Review:

> Establishment, composition, appointment and terms of members shall be amended in that the provision in Section A requiring that one member be a licensed real estate broker is hereby deleted and shall be replaced by "one member who is a resident of the Borough of Harmony who may or may not reside in the Historic District".

C. The definition of the Harmony Historical District shall be amended to read as follows:

A. Harmony Historical District: Present national historic landmark district in Harmony and those properties contained within the description and appendix "A":

SECTION 2 - DEFINITIONS:

A. HARMONY HISTORICAL DISTRICT: Being that area within the Borough of Harmony, County of Butler, Commonwealth of Pennsylvania, bounded as follows: On the west by a line starting at the intersection of the northerly street right-of-way of German Street and easterly street right-of-way of Church Alley, and following the easterly Church Alley right-of-way line north to the northern end of said alley at its intersection with Jackson Street, thence continuing in a straight line north along the westerly lot line of the lot identified as E.G. McCandless Lot SI-A8AB on the Butler County Tax Map District 42 Sheet 1, Harmony Boro, April 11, 1977, ending at the southern edge of the waters of the Connoquenessing Creek; on the South by a line starting at the intersection of the easterly street right-of-way of Church Alley and the northrly street right-of-way of German Street, and following the northerly German Street right-of-way line east to its intersection with the westerly street right-of-way line of Wood Street; on the East by a line starting at the intersection of the northerly street right-of-way line of German Street and westerly street right-of-way line of Wood Street, and following the westerly street right-of-way line of Wood Street northward to its intersection with the northerly street right-of-way line of Mercer Street, thence eastward along the northerly street right-of-way line of Mercer Street to its intersection with the easterly lot line of the lot identified as J. Mohr Lot SI-B20 on the same Butler County Tax Map referenced above, thence northward along said easterly lot line of Lot SI-B20 and the easterly lot line of the lot identified as R.E. Werner Lot SI-B19 on the same Butler County Tax Map referenced above, continuing in a straight northerly line to intersect with the southerly lot line of the lot identified as H. Fair Lot SI-B17 on the same Butler County Tax Map referenced above, thence westward along the southerly lot line of Lot SI-B17 and continuing in a straight line westward across Wood Street to intersect with the westerly street right-of-way line of Wood Street, thence northward along the westerly street right-of-way line of Wood Street, ending at the waters of the Connoquenessing Creek; on the North by a line beginning at the intersection of the westerly street right-of-way line of Wood Street with the southern edge of the waters of the Connoquenessing Creek, thence westward along a line constituted by the southern edge of the waters of the Connoquenessing Creek to its intersection with the westerly lot line of Lot SI-A8AB identified above. The described Harmony Historical District thus obtains the same boundaries as that part of the Harmony National Historic Landmark District situated within the old portion of the Borough of Harmony north of Pennsylvania Route 68 as said National Historic Landmark District existed as of the date this ordinance was enacted and as designated by the U.S. Secretary of the Interior.

In addition to the above-referenced district, the following described property shall be included in the Historic District:

ALL those properties fronting on Mercer Street beginning at the present historic zone and progressing in an Easterly direction along Mercer Street, on the Northerly side of Mercer Street to Beam Alley; and on the Southerly side of Mercer Street to the Borough line; and progressing in a Westerly direction along Mercer Street from the present historic zone all properties on the Northerly side of Mercer Street to the intersection of Mercer Street and Liberty Street, whose owners have petitioned for inclusion in the Historic District.

ORDAINED AND ENACTED this 1 day of MAY, 1990, by the Borough Council of the Borough of Harmony, Butler County, Pennsylvania.

BOROUGH OF HARMONY

Sharon H. McCormick
Secretary

By: S Stewart
President

By: Ronald L. Zinkham
Mayor

BOROUGH OF HARMONY
Butler County, Pennsylvania

ORDINANCE NO. 373

AN ORDINANCE TO PROMOTE AND PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND FOR THE PURPOSE OF REGULATING AND REVISING CERTAIN SIDEWALK AND DRIVEWAY REQUIREMENTS AND REGULATIONS WITHIN THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA SET FORTH IN CHAPTER 21 OF THE CODE OF ORDINANCES OF HARMONY BOROUGH, AND FOR THE PURPOSE OF REVISING CERTAIN LICENSING REGULATIONS SET FORTH IN CHAPTER 13 OF THE CODE OF ORDINANCES OF HARMONY BOROUGH.

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania (the "Borough"), the Borough has determined that it is necessary to provide certain regulations and requirements for sidewalks, driveways and licenses within the Borough; and

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough, the Borough desires to supplement Chapter 21 of the Code of Ordinances of Harmony Borough to include certain sidewalk and driveway requirements and regulations; and

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough, the Borough desires to amend and revise certain licensing requirements contained in Chapter 13 of the Code of Ordinances of Harmony Borough.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Borough of Harmony, Butler County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

SECTION 1. <u>Addition of Sidewalk and Driveway Regulations.</u>

Chapter 21 of the Code of Ordinances of the Borough of Harmony is hereby amended to include Part III "Sidewalks and Driveways", as follows:

"Part III Sidewalks and Driveways

Section 21 - 301. Sidewalk Construction By Notice

A. **Construction and Repair Required**. The Borough may require owners of property abutting on any streets, including State highways, to construct, pave, repave and keep in good repair the sidewalk along such property, at such grades and under such regulations as may be prescribed by ordinance.

B. **Definition of a deficient sidewalk**. Any of the following conditions constitute a sidewalk deficiency and may require replacement of the affected section of sidewalk:

(1) A crack in which one side of the walkway is one (1) inch or higher above the adjoining section of sidewalk.
(2) A crack that is greater than two (2) inches from side to side.

C. **Notice to do Work**. Notice to construct, pave, repave and repair sidewalks shall be given by registered or certified mail to abutting property owners, and such owners shall be given sixty (60) days to comply with said notice in conformity with any construction specifications prescribed by ordinance.

D. **Inspection**. At any time during the performance of the required work, the Borough Zoning Officer may inspect the work to determine whether construction specifications are being observed.

E. **Municipality May Do Work and Collect Costs**. Upon the failure of any property owner to construct, pave, repave or maintain any sidewalk in compliance with notice to do so, the Borough may do the same or cause the same to be done, and may levy the cost of its work on such owner as a property lien to be collected in the manner provided by law.

Section 21-302 Emergency Repairs.

Where, in the opinion of the Borough Zoning Officer, a dangerous condition exists that can be repaired by an expenditure of not more than three hundred dollars ($300), the Borough shall send such property owner notice by registered or certified mail stating emergency repairs are required. Upon failure

of such owner to comply with the notice within forty-eight (48) hours after receiving it, the Borough may make emergency repairs and levy cost of its work on such owner as a property lien to be collected in the manner provided by law.

Section 21-303 Construction and Repair Done on Owner's Initiative Without Notice.

Any property owner not required by notice to construct, pave, repave or keep in repair sidewalks may construct, pave, repave or repair the sidewalk abutting his property; provided, such owner shall make application to the Borough Zoning Officer before commencing work, shall conform to the provisions of this Part and other regulations as to specifications for construction and repair work and shall notify the Zoning Officer within two (2) days after completion of his work.

Section 21-304 Permits

Before commencing any construction, reconstruction or repair of any sidewalk within the Borough, the owner(s) of the property involved or their agent(s) shall make application for and get a permit from the Zoning Officer for such work. The application shall include a brief statement of the nature and method of construction or repair to be used. The Zoning Officer is hereby empowered and authorized to make such reasonable regulations and prescribe such forms as shall be necessary for the application for said permit. Upon approval of the application, the Zoning Officer shall issue a permit allowing the construction, reconstruction or repair. The cost of the permit shall be as established from time to time by resolution of Borough Council.

Section 21-305 Materials and Specifications.

A. All sidewalks constructed or reconstructed within the Borough shall be constructed of concrete or brick paving stones and not less than four (4) feet in width, and in areas zoned commercial or business, five (5) feet in width, unless, in the opinion of Borough Council, unnecessary and undue hardship will result to the abutting property owner by reason of such requirement. In such instance, Borough Council may authorize, by resolution, the approval of construction of concrete sidewalks of a lesser width, but not less than three (3) feet. Provided, that where there are existing sidewalks, a sidewalk may be constructed or reconstructed to a width that is consistent with the existing sidewalks in the immediate area.

B The specifications for the construction of concrete sidewalks within the Borough are set out in Section 22-606 (B) of the Harmony Borough Code. The specification for the construction of concrete curbs within the Borough are set out in Section 22-603 of the Harmony Borough Code. These specification shall apply to the construction or reconstruction of a sidewalk whether the construction of the sidewalk is made by the property owner or his contractor is hereby adopted. It shall be unlawful for any person to fail or refuse to comply with the requirements of these specifications.

C. Whenever a sidewalk is constructed or reconstructed, the owner shall be responsible for making curb ramps or other sloped areas at any intersection having curbs or other barriers to entry from a street level pedestrian walkway. The owners shall be responsible for the construction or reconstruction of said curb ramp according to the specification in Section 22-606 (B). The owner shall be required to construct or reconstruct such curb ramp whenever any portion of the sidewalk or curb is being constructed, whether or not the part of the sidewalk or curb is being constructed or reconstructed includes the intersection radius, or other barrier to entry from a street level pedestrian walkway.

D.. The contractor shall attend carefully to all public service devices such as stop boxes for water or gas supply, or any other objects of such a character, that may be found within the area of the sidewalk under construction, by setting them at such a height as to bring the top of such device in each case flush with the top of the finished walk, so that they may be accessible and usable after the completion of the walk.

Section 21-306. Owner's Responsibility to Maintain Sidewalks.

It shall be the owner's responsibility to keep the sidewalks on his property in good repair, and if the sidewalks become damaged and need replacement, the owner shall be responsible for securing the necessary permits and complying with other requirements of this Part.

Section 21-307 Authority to Remedy; Collect Costs.

Upon neglect, failure or refusal of any property owner to comply with the requirements of this Section, and in addition to the penalties of §21-313, the Borough may after notice and in accordance with the provisions of the Borough Code, cause the grading, paving and repairing to be done at the cost of the owner and may collect the cost thereof and ten percent (10%) additional, together with all charges and expenses, from such owner, and may file a municipal claim therefor or collect the same by Action in Assumpsit. Any new sidewalk constructed other than as provided herein may be removed at the expense of the property owner. In addition to the remedies now vested in the Borough to make repairs to sidewalks, emergency repairs may be made where in the opinion of the officer or the head of the department or committee lawfully having charge of sidewalk repairs, a dangerous condition exists that can be repaired by an expenditure of not more than three hundred dollars ($300.00). Such repairs to be made in accordance with the provisions of the Borough Code.

Section 21-308 Contractor to Obey Applicable Laws and Ordinances.

The contractor shall be required to observe all the provisions of this Part and other Borough ordinances relative to obstructing streets, maintaining signals, keeping open passageways and generally to obey all laws and ordinances controlling and limiting those engaged in the work.

Section 21-309 Construction of Driveways.

Any owner, lessee or other person constructing a driveway approach shall, before starting the construction of such driveway approach, make application for a permit for the doing of such work to the Borough Zoning Officer. Such application shall state briefly the nature and method of construction to be used in making the necessary driveway approach. The Borough Zoning Officer is hereby empowered and authorized to make such reasonable regulations and prescribe such forms as shall be necessary for the application of said permit herein authorized.

Section 21-310 Issuance of Permit for Driveway Construction.

The Borough Zoning Officer shall, upon application being filed by the proper parties, and upon approval of the plans for the driveway, issue a permit allowing the construction of such driveway approach.

Section 21-311 Remedy of Defects in Driveway Drainage.

Any owner or lessee of property which has an existing driveway approach which is defective, and does not provide for adequate drainage of surface water shall, upon notice from the Borough Zoning Officer, remedy such defect within fifteen (15) days thereafter.

Section 21-312 Permit Fees.

Except where otherwise provided in this Part, all fees for permits herein authorized shall be as established by resolution of Borough Council.

Section 21-313 Penalties.

Any person, firm or corporation who shall violate any provision of this Part shall, upon conviction thereof, be sentenced to pay a fine of not more than six hundred dollars ($600.00); and/or to imprisonment for a term not to exceed thirty (30) days. Every day that a violation of this Part continues shall constitute a separate offense."

SECTION 2. **Revision of Licensing Regulations.**

Sections 13-202, 13-203, 13-204, and 13-206 contained in Chapter 13 of the Code of Ordinances of the Borough of Harmony are hereby revised to read as follows:

"SECTION 13-202. License Required.

A. Licenses required to engage in peddling: No person shall engage in peddling in the Borough without first having taken out a license as herein provided.
B. 501(c)(3) organizations may obtain a bulk license for multiple vendors that participate in an event sponsored by the organization.

SECTION 13-203. Application.

A. Every person desiring to engage in peddling in the Borough shall first make application to the secretary of the Council of Harmony Borough for a license. Upon such application, such person shall give his name, address, his previous criminal record, if any; the name of the person for whom he works, if any; the type of goods, wares and merchandise he wishes to peddle; the length of time for which he desires to be licensed; the type of vehicle he uses, if any; and the number of helpers he has. Provided, where a person makes application for himself and one or more helpers, all applicable personal information specified above shall be given for each helper, and an individual license shall be required for each helper. No license issued under this ordinance shall be tranferrable from one person to another.

B. Every organization desiring to obtain a bulk license shall first make application to the secretary of the Council of Harmony Borough for a license. Upon such application, such person shall give a complete list of all vendors names, addresses, types of goods, wares and merchandise he wishes to peddle: and the length of time for which the event shall continue.

SECTION 13-204. License Fee.

No license shall be issued under this ordinance until a license fee, as follows, shall be paid to the Secretary of Borough Council, such license fee to be for the use of the Borough of Harmony:

There shall be a license fee of $50, which shall be the license fee for a period of one (1) year. No license shall be issued for less than $50, even though the requested period of time shall be less than one year. The license fee shall be required for each individual peddler.

SECTION 13-206. Hours and operation.

No person licensed under this Chapter shall engage in peddling before 12:00 noon or after 6:00 PM on Sunday, or upon any other day of the week before 9:00 A.M. or after dusk. No person licensed under this Chapter shall peddle, sell, hawk or cry his or her wares upon any of the streets, alleys or sidewalks of the Borough, nor shall he or she use any loudspeaker or other devise by which the public is annoyed."

SECTION 3. Repealer. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

ORDAINED AND ENACTED this 5 day of December, 2006.

BOROUGH OF HARMONY

ATTEST:

Secretary

By: Jerry W
President of Council

BOROUGH OF HARMONY
Butler County, Pennsylvania

ORDINANCE NO. 374

AN ORDINANCE TO PROMOTE AND PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND FOR THE PURPOSE PROHIBITING THE FEEDING OF CERTAIN WATERFOWL WITHIN THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA.

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania (the "Borough"), the Borough has determined that it is necessary to provide certain regulations and requirements providing for the prohibition of feeding certain waterfowl within the Borough.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Borough of Harmony, Butler County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

SECTION 1. Addition of Regulations Prohibiting the Feeding of Waterfowl.

Chapter 2, Part I "Animals Running at Large", of the Code of Ordinances of the Borough of Harmony is hereby amended to also include Sections 2-101(5) and 2-102(5), as follows:

"SECTION 2-101 Definitions.

...

5. Waterfowl is defined as the giant race of Canada Goose and Mallard duck.

SECTION 2-102 Prohibitions.

...

5. Feeding of Waterfowl. No person shall feed, cause or permit to be fed or provide food for ducks, geese and/or waterfowl within Harmony Borough."

SECTION 2. Repealer. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

ORDAINED AND ENACTED this 6 day of MARCH, 2007.

BOROUGH OF HARMONY

ATTEST:

Sharon L. McCormick
Secretary

By: Jeffrey W Smith
President of Council

BOROUGH OF HARMONY
Butler County, Pennsylvania

ORDINANCE NO. 375

AN ORDINANCE AMENDING CHAPTER 27, PART 1, ZONING, OF THE CODE OF ORDINANCES OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, TO DEFINE AND REGULATE THE USE OF PARKING AREAS/LOTS AND STORAGE AREAS/LOTS, AND TO CHANGE THE USE OF RETAIL SALES OR SERVICE BUSINESSES FROM A SPECIAL EXCEPTION TO A PERMITTED USE WITHIN THE C-2 COMMERCIAL ZONING DISTRICT OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA.

BE IT ORDAINED AND ENACTED by the Borough of Harmony, Butler County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

SECTION 1. Addition of Zoning Regulations to define and regulate the use of parking areas/lots and storage areas/lots.

(a) Chapter 27, Part I "Zoning", Section 27-105 "Definitions" of the Code of Ordinances of the Borough of Harmony is hereby amended to also include the following definitions:

"...

(105(a)) **PARKING AREA / LOT:** An open area for individuals to temporarily leave their vehicles while participating in other activities.

...

(136(a)) **STORAGE AREA / LOT:** An open area for individuals / businesses to leave vehicles or other materials until they are consumed, transformed, or repaired.

..."

(b) Chapter 27, Part I "Zoning", Section 27-112 "I Industrial" of the Code of Ordinances of the Borough of Harmony is hereby amended to also include the following:

"SECTION 27-112. I Industrial

A. Permitted Principal Uses (See also Special Controls, Section 115, Subsection I):

...

19. Storage Area / Lot."

SECTION 2. Addition of Zoning Regulations to change the use of retail sales or service businesses from a special exception to a permitted use within the C-2 commercial zoning district.

Chapter 27, Part I "Z oning", Section 27-111 "C-2 Commercial" of the Code of Ordinances of the Borough of Harmony is hereby amended as follows:

"SECTION 27-111. C-2 Commercial

A. **Permitted Principal Uses:**

...

19. Any other retail sales or service business conducted entirely indoors except for incidental displays, and occupying a maximum of ten thousand (10,000) square feet of street level floor space.

...

C. **Special Exceptions:**

...

~~5. Any other retail sales or service business conducted entirely indoors except for incidental displays, and occupying a maximum of ten thousand (10,000) square feet of street level floor space.~~

..."

SECTION 3. Repealer. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

SECTION 4: Effective Date. This Ordinance shall become effective thirty-one (31)

days from enactment.

ORDAINED AND ENACTED this 5th day of June, 2007.

ATTEST:

BOROUGH OF HARMONY

Secretary

By: _____
President of Council

BOROUGH OF HARMONY
Butler County, Pennsylvania

ORDINANCE NO. 322

AN ORDINANCE TO PROMOTE AND PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND FOR THE PURPOSE OF REGULATING AND REVISING CERTAIN MOTOR VEHICLE AND TRAFFIC REGULATIONS CONCERNING GENERAL PARKING REGULATIONS WITHIN THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA SET FORTH IN CHAPTER 15 OF THE CODE OF ORDINANCES OF HARMONY BOROUGH.

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania (the "Borough"), the Borough has determined that it is necessary to regulate motor vehicle and traffic within the Borough; and

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough, the Borough desires to amend and revise the regulations concerning the general parking regulations in Chapter 15 of the Code of Ordinances of Harmony Borough.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Borough of Harmony, Butler County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

SECTION 1. <u>Revision of General Parking Regulations.</u>

Chapter 15, Part V "General Parking Regulations", Section 501 "Parking Prohibited at All Times in Certain Locations", of the Code of Ordinances of the Borough of Harmony is hereby amended to read as follows:

"SECTION 15-501. Parking Prohibited at All Times in Certain Locations.

Parking shall be prohibited at all times in the following locations:

(a)	Street	Side	Between
	Center	North	Division to Pittsburgh
	Pittsburgh	East	Entire length
	Edmond	West	First to Second
	Eutah	East	Entire Length
	Jackson	South	Main to Liberty
	Spring	West	Mercer for 80' South
		East	German to Mercer
	Mercer	North	Eutah to Liberty
		South	Main to Bridge
		North/South	Liberty to Main
		South	Water Street to Liberty Street
		North	Main Street to 103 ft. east of Spring Street
		North	Aster Lane to Bridge
	German	South	Monroe to Main
		North/South	Main Street east to Borough line
	Main	East	Jackson to North Diamond
		East	Middle of Diamond to German
		East	German Street to Evans City Road
		West	Gallyhill for 50' South
		West	Route 68 for 149' North
		West	Mercer Street to Robinson Street

Robinson	North	Main for 60' West
Wood	West	Mercer Street for 140 feet South
	East	Mercer Street for 30 feet South
	East	100' North of Railroad Tracks
	South end	Adjacent to northern side of Railroad Tracks
	East	Mercer for entire length North
Liberty	West	Jackson Street to Robinson Street
Beaver	North	Pittsburgh Street to Division Street

(b) All sidewalks adjacent to streets in the Borough of Harmony."

SECTION 2. Repealer. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

ORDAINED AND ENACTED this 2 day of October, 2007.

BOROUGH OF HARMONY

ATTEST:

Sheree L. McCormick
Secretary

By: Jeffrey A. Cook
President of Council

ORDINANCE NO. 378

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE BOROUGH OF HARMONY, ADOPTED BY ORDINANCE 371, AS AMENDED, WITH RESPECT TO CHAPTER 24, TAXATION, TO REPEAL PART 3, EMERGENCY AND MUNICIPAL SERVICES TAX AND TO ENACT A NEW PART 3 TO BE ENTITLED LOCAL SERVICES TAX.

IT IS HEREBY ENACTED AND ORDAINED by the Borough Council of the Borough of Harmony, Butler County, Pennsylvania, as follows:

SECTION 1: REPEAL OF EMERGENCY AND MUNICIPAL SERVICES TAX AND ENACTMENT OF LOCAL SERVICES TAX. The title and text of Part 3 (Emergency and Municipal Services Tax) of Chapter 24 (Taxation) of the Code of Ordinances of the Borough of Harmony are hereby amended to state in entirety as follows:

"PART 3

LOCAL SERVICES TAX

§24-301. Short Title.

This Ordinance (this Part 3) shall be known and may be cited as "The Borough of Harmony Local Services Tax Ordinance."

§24-302. Definitions.

The following words and phrases, when used in this part, shall have the meanings ascribed to them in this section, except where the context or language clearly indicates or requires a different meaning:

BOROUGH OF HARMONY or **BOROUGH** – The area within the corporate limits of the Borough of Harmony, Butler County, Pennsylvania.

COLLECTOR – The person, public employee or private agency designated by the Borough of Harmony to collect and administer the tax herein imposed.

DCED – The Department of Community and Economic Development of the Commonwealth of Pennsylvania.

EARNED INCOME – Compensation as this term is defined in Section 13 [relating to earned income taxes] of the Local Tax Enabling Act, the Act of Dec. 31, 1965, P.L. 1257, §13, as amended, 53 P.S. §6913, as amended.

EMPLOYER – An individual, partnership, association, limited liability corporation, limited liability partnership, corporation, governmental body, agency or other entity employing one or more persons on a salary, wage, commission or other compensation basis, including a self-employed person.

HE, HIS or **HIM** – Indicates the singular and plural number, as well as male, female and neuter genders.

INDIVIDUAL – Any person, male or female, engaged in any occupation, trade or profession within the corporate limits of the Borough of Harmony.

NET PROFITS – The net income from the operation of a business, profession, or other activity, as this term is defined in Section 13 [relating to earned income taxes] of the Local Tax Enabling Act, the Act of Dec. 31, 1965, P.L. 1257, §13, as amended, 53 P.S. §6913, as amended.

OCCUPATION – Any trade, profession, business or undertaking of any type, kind or character, including services, domestic or other, carried on or performed within the corporate limits of the Borough of Harmony for which compensation is charged or received, whether by means of salary, wages, commission or fees for services rendered.

TAX – The local services tax at the rate fixed in §24-303 of this part.

TAX YEAR – The period from January 1 until December 31 in any year; a calendar year.

§24-303. Levy of Tax.

For specific revenue purposes, an annual tax is hereby levied and assessed, commencing January 1, 2008, upon the privilege of engaging in an occupation with a primary place of employment within the Borough of Harmony during the tax year. Each natural person who exercises such privilege for any length of time during any tax year shall pay the tax

for that year in the amount of Fifty-Two ($52.00) Dollars, assessed on a *pro rata* basis, in accordance with the provisions of this part. This tax may be used solely for the following purposes as the same may be allocated by the Borough Council from time to time: (1) Emergency services, which shall include emergency medical services, police services and/or fire services; (2) road construction and/or maintenance; (3) reduction of property taxes; or (4) property tax relief through implementation of a homestead and farmstead exclusion in accordance with 53 Pa.C.S. Ch. 85, Subch. F (relating to homestead property exclusion. The Borough shall use no less than twenty-five percent of the funds derived from the tax for emergency services. This tax is in addition to all other taxes of any kind or nature heretofore levied by the Borough of Harmony. The tax shall be no more than Fifty-Two ($52.00) Dollars on each person for each calendar year, irrespective of the number of political subdivisions within which a person may be employed.

§24-304. Exemption and Refunds.

A. Exemption. Any person whose total earned income and net profits from all sources within the Borough is less than Twelve Thousand ($12,000.00) Dollars for any calendar year in which the tax is levied is exempt from the payment of the tax for that calendar year. In addition, the following persons are exempt from payment of the tax:

(1) Any person who has served in any war or armed conflict in which the United States was engaged and is honorably discharged or released under honorable circumstances from active service if, as a result of military service, the person is blind, paraplegic or a double or quadruple amputee or has a service-connected disability declared by the United States Veterans' Administration or its successor to be a total one hundred (100%) percent disability.

(2) Any person who serves as a member of a reserve component of the armed forces and is called to active duty at any time during the taxable year. For the purposes of this subparagraph, "reserve component of the armed forces" shall mean the United States Army Reserve, United States Navy Reserve, United States Marine Corps Reserve, United States Coast Guard Reserve, United States Air Force Reserve, the Pennsylvania Army National Guard or the Pennsylvania Air National Guard.

B. Procedure to Claim Exemption.

(1) A person seeking to claim an exemption from the local services tax shall annually file an exemption certificate with the Borough and with the person's employer affirming that the person reasonably expects to receive earned income and net profits from all sources within the Borough of less than Twelve Thousand ($12,000.00) Dollars in the calendar year for which the exemption certificate is filed. In the event the Borough utilizes a tax collection officer, it shall provide a copy of the exemption certificate to

that officer. The exemption certificate shall have attached to it a copy of the employee's last pay stubs or W-2 forms from employment within the Borough for the year prior to the fiscal year for which the employee is requesting to be exempted from the tax. Upon receipt of the exemption certificate and until otherwise instructed by the Borough or except as required by Clause (2), the employer shall not withhold the tax from the person during the calendar year or the remainder of the calendar year for which the exemption certificate forms are readily available to employees at all times and shall furnish each new employee with a form at the time of hearing.

(2) With respect to a person who claimed an exemption for a given calendar year from the tax, upon notification to an employer by the person or by the Borough that the person has received earned income and net profits from all sources within the Borough equal to or in excess of Twelve Thousand ($12,000.00) Dollars in that calendar year or that the person is otherwise ineligible for the tax exemption for that calendar year, or upon an employer's payment to the person of earned income within the Borough in an amount equal to or in excess of Twelve Thousand ($12,000.00) Dollars in that calendar year, an employer shall withhold the local services tax from the person under Clause (3).

(3) If a person who claimed an exemption for a given calendar year from the tax becomes subject to the tax for the calendar year under Clause (2), the employer shall withhold the tax for the remainder of that calendar year. The employer shall withhold from the person, for the first payroll period after receipt of the notification under Clause (2), a lump sum equal to the amount of tax that was not withheld from the person due to the exemption claimed by the person under this subsection, plus the per payroll amount due for that first payroll period. The amount of tax withheld per payroll period for the remaining payroll periods in that calendar year shall be the same amount withheld for other employees. In the event the employment of a person subject to withholding of the tax under this clause is subsequently severed in that calendar year, the person shall be liable for any outstanding balance of tax due, and the Borough may pursue collection under this act.

(4) Except as provided in Clause (2), it is the intent of this subsection that employers shall not be responsible for investigating exemption certificates monitoring tax exemption eligibility or exempting any employee from a local services tax.

C. Refunds. The Borough Secretary, in consultation with the Collector and DCED, shall establish procedures for the processing of refund claims for any tax paid by any person who is eligible for exemption, which procedures shall be in accord with provisions of the general municipal law relating to refunds of overpayments

and interest on overpayments.[1] Refunds made within seventy-five days of a refund request or seventy-five days after the last day the employer is required to remit the tax for the last quarter of the calendar year, whichever is later, shall not be subject to interest. No refunds shall be made for amounts overpaid in a calendar year that do not exceed One ($1.00) Dollar. The Borough Secretary or the Collector shall determine eligibility for refunds to exempt persons and provide refunds.

§24-305. Duty of employers to collect.

A. Each employer within the Borough of Harmony, as well as those employers situated outside the Borough of Harmony but who engage in business within the Borough of Harmony, is hereby charged with the duty of collecting the tax from each of his employees engaged by him or performing for him within the Borough of Harmony and making a return and payment thereof to the Collector. Further, each employer is hereby authorized to deduct this tax from each employee in his or her employ, whether said employee is paid by salary, wage or commission and whether or not all such services are performed within the Borough of Harmony.

B. A person subject to the tax shall be assessed by the employer a pro rata share of the tax for each payroll period in which the person is engaging in an occupation. The pro rata share of the tax assessed on the person for a payroll period shall be determined by dividing the combined rate of the tax levied for the calendar year by the number of payroll periods established by the employer for the calendar year. For purposes of determining the pro rata share, an employer shall round down the amount of the tax collected each payroll period to the nearest one-hundredth of a dollar. Collection of the tax shall be made on a payroll period basis for each payroll period in which the person is engaging in an occupation, except as provided in Paragraph D of this Section. For purposes of this paragraph, "combined rate" shall mean the aggregate annual rate of the tax levied by the school district and the Borough.

C. No person shall be subject to the payment of the local services tax by more than one political subdivision during each payroll period.

D. In the case of concurrent employment, an employer shall refrain from withholding the tax if the employee provides a recent pay statement from a principal employer that includes the name of the employer, the length of the payroll period and the amount of the tax withheld and a statement from the employee that the pay statement is from the employee's principal employer and the employee will notify other employers of a change in principal place of employment within two weeks of its occurrence. The employee's statement shall be provided on the form approved by DCED.

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[1] With respect to refunds, see 53 Pa. C.S. §8425; with respect to interest, see 53 Pa. C.S. §8426.

E. The tax shall be no more than Fifty-Two ($52.00) Dollars on each person for each calendar year, irrespective of the number of political subdivisions within which a person may be employed. The Borough shall provide a taxpayer a receipt of payment upon request by the taxpayer.

F. No employer shall be held liable for failure to withhold the tax or for the payment of the withheld tax money to the Borough if the failure to withhold taxes arises from incorrect information submitted by the employee as to the employee's place or places of employment, the employee's principal office or where the employee is principally employed. Further, an employer shall not be liable for payment of the local services tax in an amount exceeding the amount withheld by the employer if the employer complies with the provisions of Paragraph B of Section 24-304 of this part and this section and remits the amount so withheld in accordance with this Part.

G. Employers shall be required to remit the local services taxes thirty days after the end of each quarter of a calendar year.

§24-306. Returns.

Each employer shall prepare and file a return showing a computation of the tax on forms to be supplied to the employer by the Collector. If an employer fails to file the return and pay the tax, whether or not the employer makes collection thereof from the salary, wages or commissions paid by him or her to an employee, except as provided hereafter in this part, the employer shall be responsible for the payment of the tax in full as though the tax had been originally levied against the employer.

§24-307. Dates for determining tax liability and payment.

In each tax year, each employer shall use his or her employment records to determine the number of employees from whom such tax shall be deducted and paid over to the Collector on or before the thirtieth day following the end of each calendar quarter of each such tax year.

§24-308. Self-employed individuals.

Each self-employed individual who performs services of any type or kind or engages in any occupation or profession within a primary place of employment within the Borough of Harmony shall be required to comply with this part and pay the pro rata portion of the tax due to the Collector on or before the thirtieth day following the end of each quarter.

§24-309. Individuals engaged in more than one occupation or employed in more than one political subdivision.

A. The situs of the tax shall be the place of employment on the first day the person becomes subject to the tax during each payroll period. In the event a person is

engaged in more than one occupation, that is, concurrent employment, or an occupation which requires the person working in more than one political subdivision during a payroll period, the priority of claim to collect the local services tax shall be in the following order:

(1) First, the political subdivision in which a person maintains his or her principal office or is principally employed.

(2) Second, the political subdivision in which the person resides and works if the tax is levied by that political subdivision.

(3) Third, the political subdivision in which a person is employed and which imposes the tax nearest in miles to the person's home.

In case of dispute, a tax receipt of the taxing authority for that calendar year declaring that the taxpayer has made prior payment constitutes prima facie certification of payment to all other political subdivisions.

§24-310. Nonresidents subject to tax.

All employers and self-employed individuals residing or having their places of business outside of the Borough of Harmony but who perform services of any type or kind or engage in any occupation or profession within the Borough of Harmony do, by virtue thereof, agree to be bound by and subject themselves to the provisions, penalties and regulations promulgated under this part with the same force and effect as though they were residents of the Borough of Harmony. Further, any individual engaged in an occupation within the Borough of Harmony and an employee of a nonresidential employer may, for the purpose of this part, be considered a self-employed person, and in the event his or her tax is not paid, the Borough shall have the option of proceeding against either the employer or employee for the collection of this tax as hereinafter provided.

§24-311. Administration of tax.

A. The Collector shall be appointed by resolution of the Borough Council. It shall be the duty of the Collector to accept and receive payments of this tax and to keep a record thereof showing the amount received by him from each employer or self-employed person, together with the date the tax was received.

B. The Collector is hereby charged with the administration and enforcement of this part and is hereby charged and empowered, subject to Borough Council approval, to prescribe, adopt and promulgate rules and regulations relating to any matter pertaining to the administration and enforcement of this part, including provisions for the examination of payroll records of any employer subject to this part, the examination and correction of any return made in compliance with this part and any payment alleged or found to be incorrect or as to which overpayment is

claimed or found to have occurred. Any person aggrieved by any decision of the Collector shall have the right to appeal to the Court of Common Pleas of Butler County as in other cases provided.

C. The Collector is hereby authorized to examine the books and payroll records of any employer in order to verify the accuracy of any return made by an employer or, if no return was made, to ascertain the tax due. Each employer is hereby directed and required to give the Collector the means, facilities and opportunity for such examination.

§24-312. Suits for collection.

A. In the event that any tax under this part remains due or unpaid thirty days after the due dates above set forth, the Collector may sue for the recovery of any such tax due or unpaid under this part, together with interest and penalty.

B. If for any reason the tax is not paid when due, interest at the rate of 6% on the amount of such tax shall be calculated beginning with the due date of the tax and a penalty of 5% shall be added to the flat rate of such tax for nonpayment thereof. Where suit is brought for the recovery of this tax or other appropriate remedy undertaken, the individual liable therefor shall, in addition, be responsible and liable for the costs of collection.

§24-313. Violations and penalties.

Whoever makes any false or untrue statements on any return required by this part, or whoever refuses inspection of the books, records, or accounts in his or her custody and control setting forth the number of employees subject to this tax who are in his or her employment, or whoever fails or refuses to file any return required by this part shall be guilty of a violation and, upon conviction thereof, shall be sentenced to pay a fine of not more than Six Hundred ($600.00) Dollars and costs of prosecution, and, in default of payment of such fine and costs, to imprisonment for not more than 30 0`days. The action to enforce the penalty herein prescribed may be instituted against any person in charge of the business of any employer who shall have failed or who refuses to file a return required by this part.

§24-314. Interpretation.

A. Nothing contained in this part shall be construed to empower the Borough of Harmony to levy and collect the tax hereby imposed on any occupation not within the taxing power of the Borough under the Constitution of the United States and the laws of the Commonwealth of Pennsylvania.

B. If the tax hereby imposed under the provisions of this part shall be held by any *court of competent jurisdiction to be in violation of the Constitution of the* United States or of the laws of the Commonwealth of Pennsylvania as to any individual,

the decision of the court shall not affect or impair the right to impose or collect said tax or the validity of the tax so imposed on other persons or individuals as herein provided."

SECTION 2: REPEALER. Except as set forth hereafter, all ordinances or parts of ordinances inconsistent herewith are hereby repealed. Nothing herein shall be construed to repeal the imposition and collection of an occupation privilege tax, plus applicable penalties and interest, for calendar year 2006 and all prior calendar years, or of an emergency and municipal services tax for calendar year 2007, or any preceding years, as the same existed prior to this amendment.

SECTION 3: WHEN EFFECTIVE. The tax imposed by this Ordinance shall be effective on January 1, 2008, and all calendar years thereafter unless repealed or modified by Ordinance of the Borough Council.

SECTION 4: APPLICABILITY; SEVERABILITY. In all other respects, Chapter 24 [Taxation] of the Code of Ordinances of the Borough of Harmony shall remain as heretofore enacted, ordained and amended, which said Chapter, as amended, is hereby re-enacted in its entirety herein.

ENACTED AND ORDAINED this 6 day of November, 2007.

ATTEST:

Secretary

BOROUGH OF HARMONY

President

APPROVED this 6 day of November, 2007.

Mayor

HARMONY BOROUGH
BUTLER COUNTY, PENNSYLVANIA
ORDINANCE NO. 379

AN ORDINANCE AUTHORIZING THE BOROUGH OF HARMONY TO ORGANIZE A COUNCIL OF GOVERNMENTS WITH OTHER INCORPORATING MUNICIPALITIES OF BUTLER COUNTY, PENNSYLVANIA

WHEREAS, the Borough Council of Harmony Borough (hereinafter "Borough") hereby consents to joining the Butler County Council of Governments, a council of governments formed under the provisions of Act 180 for the purpose of providing various services; and

WHEREAS, The Borough Council of the Borough of Harmony fully supports intergovernmental cooperation as a means to provide efficient services to our residents; and

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Borough Council of the Borough of Harmony, Butler County, Pennsylvania, as follows:

SECTION 1. ENABLING ACT.

The Borough is authorized pursuant to the authority of the Act of December 19, 1996, P.L. 1158, as amended (53 Pa.C.S. § 2301 *et seq.*) (hereinafter the "Act") to jointly cooperate with other local governments in the exercise or performance of their respective governmental functions, powers or responsibilities, and the Borough hereby signifies its intention and desire to organize a council of governments under the provisions of law, including but not limited to the Act. Said organization shall be known as the Butler County Council of Governments (hereinafter the "Butler County COG").

SECTION 2. MEMBERSHIP IN THE BUTLER COUNTY COG.

The Borough Council hereby consents to joining the Butler County COG, a council of governments formed under the provisions of Act 180 for the purpose of providing various services, including but not limited to, the purposes identified in the Bylaws of the Butler County COG attached hereto and incorporated herein as Exhibit "A" , as may be amended from time to time by the Butler County COG. The Butler County COG shall be supported by contributions from its members, grants and fees for services. Real and personal property may be purchased, sold or leased by the Butler County COG, in accordance with applicable law. No new entity is being created which would be empowered by 53 Pa.C.S. § 2307(7) to enter into contracts for policies of group insurance and employee benefits, including Social Security.

The Borough Council of the Borough of Harmony is hereby authorized to enter into contracts with the Butler County COG to provide such services, programs and joint purchases as the Borough Council of the Borough shall, by resolution, determine from time to time.

SECTION 4. REPEALER; SEVERABILITY.

All ordinances or resolutions and parts of ordinances or resolutions inconsistent herewith are hereby expressly repealed. In the event that any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of the Borough that such remainder shall be and shall remain in full force and effect.

SECTION 5. EFFECTIVE DATE.

This ordinance shall become effective five (5) days after the adoption hereof.

ENACTED AND ORDAINED as an ordinance of the Borough of Harmony, Butler County, Pennsylvania, this 1st day of April, 2008.

ATTEST:

(SEAL)
, Secretary

HARMONY BOROUGH,
BUTLER COUNTY, PENNSYLVANIA

Jeffrey W Smith
President

BOROUGH OF HARMONY
Butler County, Pennsylvania

ORDINANCE NO. 380

AN ORDINANCE TO PROMOTE AND PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND FOR THE PURPOSE OF ADOPTING CERTAIN CONSTRUCTION CODES WITHIN THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA.

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania (the "Borough"), the Borough has determined that it is necessary to adopt certain construction codes within the Borough.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Borough of Harmony, Butler County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

SECTION 1. Addition of Construction Code Regulations.

Chapter 5, "Code Enforcement", of the Code of Ordinances of the Borough of Harmony is hereby amended to also include Part II, as follows:

"PART II

CONSTRUCTION CODE

§5-201. Pennsylvania Construction Code Act: Election to Administer and Enforce.

1. **Election**. Pursuant to §501 of the Pennsylvania Construction Code Act, 35 P.S. §7210.501, as amended, the Borough hereby elects to administer and enforce the provisions of the Pennsylvania Construction Code Act, 35 P.S. §7210.101, as amended.

2. **Methods for Administration and Enforcement**. The Borough shall administer and enforce the Pennsylvania Construction Code Act under one or more of the methods established in §501(b) of the Pennsylvania Construction Code Act, 35 P.S. §7210.501(b), as amended, as determined from time to time by resolution of the Borough Council; provided that any Borough administration and enforcement of the Pennsylvania Construction Code Act through an agreement with one or more municipalities or the Pennsylvania Department of Labor and Industry shall be subject to the requirements of the Intergovernmental Cooperation Act, 53 Pa.C.S.A. §2301 *et seq*., as amended.

§5-202. Uniform Construction Code Adoption.

The Borough hereby adopts the Uniform Construction Code, 34 Pa.Code, Part XIV, as amended, as promulgated by the Pennsylvania Department of Labor and Industry, as the official Construction Code of Harmony Borough for regulating and governing the construction, alteration, repair, movement, equipment, removal, demolition, location, maintenance, occupancy or change of occupancy of every building or structure; and each and all of the regulations, provisions, penalties, conditions and terms of said Uniform Construction Code on file in the Borough Office are hereby referred to, adopted, and made a part hereof, as if fully set out in this Part, with any additions, insertions, deletions and changes, if any, prescribed in this Part.

§5-203. International Codes: Adoption and Modification.

1. **Adoption of International Codes**. Pursuant to §403.21 of the Uniform Construction Code, 34 Pa.Code §403.21, as amended, the Borough hereby adopts the 2003 editions of the following International Codes, as published by the International Code Council, Inc., as part of the Uniform Construction Code and each and all of the regulations, provisions, penalties, conditions and terms of the following International Codes, on file in the Borough Office, are hereby referred to, adopted, and made a part hereof, as if fully set out in this Part with the additions, insertions, deletions and changes, if any, prescribed in the Uniform Construction Code and/or this Part.

   A. International Fire Code.

2. **Modifications**. The following Sections and subsections of the above-referenced International Codes, 2003 Editions, are hereby added, inserted, deleted, restated or changed as set forth below.

A. **International Fire Code**.

(1) **Section 101.1:** §101.1 is amended by inserting Commonwealth of Pennsylvania" in the space provided.

(2) **Section 105.1:** §105.1 is amended by inserting the following sentence: "Fees for applications, permits and inspections referenced in this code shall be established, from time to time, by resolution of the Borough Council."

(3) **Section 108:** §108 is restated in its entirety to include the following reference: "See §5-206 of the Harmony Borough Code of Ordinances, Violations and Penalties."

(4) **Section 109.3:** §109.3 is restated in its entirety to include the following reference: "See §5-205 of the Harmony Borough Code of Ordinances, Board of Appeals."

(5) **Section 111.4:** §111.4 is restated in its entirety to include the following reference: "See §5-206 of the Harmony Borough Code of Ordinances, Violations and Penalties."

(6) **Section 3204.3.1.1:** §3204.3.1.1 is amended by inserting the following text in the space provided: "Storage limits shall be in accordance with NFPA 55, Standard for Storage, Use and Handling of Compressed Gasses and of the Uniform Construction Code Cryogenic Fluids in Portable and Stationary Containers, Cylinders and Tanks, as revised."

(7) **Section 3404.2.9.5.1:** §3404.2.9.5.1 is amended by inserting the following text in the space provided: "Storage limits shall be in accordance with NFPA 30, Flammable and Combustible Liquids Code, as revised."

(8) **Section 3406.2.4.4:** §3406.2.4.4 is amended by inserting the following text in the space provided: "Storage limits shall be in accordance with NFPA 30, Flammable and Combustible Liquids Code, as revised."

(9) **Section 3804.2:** §3804.2 is amended by inserting the following text in the space provided: "Storage limits shall be in accordance with NFPA 59A, Standard for the Production, Storage, and Handling of Liquefied Natural Gas (LNG) US Standards), as revised."

§5-204. Borough Building Code Official.

The Pennsylvania Construction Code Act, 35 P.S. §7210.101 *et seq.*, as amended, and the Uniform Construction Code, 34 Pa.Code, Part XIV, as amended, shall govern the building code official employed and/or retained by the Borough to administer and enforce

the Pennsylvania Construction Code Act and the Uniform Construction Code (the "Borough building code official"), and shall be further supplemented as follows:

A. **Delegation of Duties.** The Borough building code official shall not, without the prior approval of the Borough Council or its designee:

(1) Appoint, retain or otherwise employ a deputy building official, related technical officers, inspectors, plan examiners or other employees.

(2) Delegate his/her duties to a construction code official or current code administrator.

B. **Records.** The Borough building code official shall keep official records of applications received, permits and certifications issued, fees collected, reports of inspections, and notices, modifications and orders issued. Such records shall be maintained as official records of the Borough and shall only be disposed of in accordance with applicable law.

§5-205. Board of Appeals.

1. The Pennsylvania Construction Code Act, 35 P.S. §7210.101 *et seq*., as amended, and the Uniform Construction Code, 34 Pa.Code, Part XIV, as amended, shall govern the Borough Board of Appeals established pursuant to §501(c) of the Pennsylvania Construction Code Act, 35 P.S. §7210.501(c), as amended, and shall be further supplemented as follows:

A. **Application for Appeal.** Any applicant or person aggrieved by a decision of a Borough official related to the Uniform Construction Code or a notice or order issued under the Uniform Construction Code shall have the right to appeal to the Board of Appeals of Harmony Borough established under this Section, provided that a written application for an appeal is filed within 10 days after receipt of said decision, notice or order, along with payment of an appeal hearing fee in an amount set from time to time by resolution of the Borough Council. An application for appeal shall be based on a claim that the true intent of the Pennsylvania Construction Code Act, or the Uniform Construction Code, or this Part, or the rules legally adopted thereunder has been incorrectly interpreted, the provisions of the Pennsylvania Construction Code Act, or the Uniform Construction Code, or this Part do not fully apply, or an equivalent form of construction is to be used. Failure to submit an application for appeal within the time limit established by this Section shall constitute acceptance of the Borough official's decision and/or a waiver of the individual's right to appeal.

B. **Establishment.** In order to hear and decide appeals of orders, decisions or determinations made by Borough officials relative to the application and interpretation of the Pennsylvania Construction Code Act and the Uniform Construction Code, as well as requests for variances or extensions of time

thereunder, there shall be a Board of Appeals for Harmony Borough pursuant to §501(c) of the Pennsylvania Construction Code Act, 35 P.S. §7210.501(c), as amended. The Borough may, by resolution, appoint a Board of Appeals of another municipality to serve as the Harmony Borough Board of Appeals or it may create a board specific to Harmony. If the Borough creates a Harmony Borough Board of Appeals, it shall use the following criteria:

a. **Membership.** The Borough Board of Appeals shall consist of three persons appointed by the Borough Council to hold office at the pleasure of the Borough Council. Each member of the Board of Appeals shall be appointed for a term of three years or until his/her successor is appointed and qualified, which term shall expire on the first Monday of January of the year designated for the expiration of his/her term, except that the terms of the members first appointed pursuant to this Part shall be so fixed so that the term of office of one member shall expire each year. An appointment to fill a vacancy shall be only for the unexpired term.

b. **Alternate Members.** The Borough Council shall appoint two alternate members who shall be called to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership and shall be appointed for a term of two years or until his/her successor is appointed and qualified, which term shall expire on the first Monday of January of the year designated for the expiration of his/her term, except that the terms of the alternate members first appointed pursuant to this Part shall be so fixed so that the term of office of one alternate member shall expire each year. An appointment to fill a vacancy shall be only for the unexpired term.

c **Qualifications.** Each member or alternate member of the Board of Appeals shall satisfy the following qualifications:

(1) A member of the Board of Appeals shall be qualified pursuant to the requirements of §403.121(c)(1) of the Uniform Construction Code, 34 Pa.Code §403.121(c)(1), as amended.

(2) Members of the Borough Council and its code administrators shall not serve on the Board of Appeals pursuant to §403.121(c)(3) of the Uniform Construction Code, 34 Pa.Code §403.121(c)(3), as amended.

(3) A qualified person who resides outside of the Borough may be appointed as a member of the Board of Appeals when the Borough Council cannot find a person residing within the Borough who satisfies the requirements of §403.121(c) of the Uniform Construction Code, 34 Pa.Code §403.121(c), as amended.

d. **Regulations and Procedures.** The Board of Appeals is authorized to establish policies and procedures necessary to carry out its duties as long as any such policies and procedures do not conflict with the provisions of the Pennsylvania Construction Code Act, the Uniform Construction Code, this Part or any other ordinance of the Borough.

e. **Organization of Board.**

(1) The Board of Appeals shall elect from its own membership a Chairperson, Vice-Chairperson and such other officers as it deems appropriate, who shall serve annual terms as such and may succeed themselves. For the conduct of any hearing or meeting and the taking of any action, a quorum shall be not less than a majority of all the regular members of the Board.

(2) If, by reason of absence or disqualification of a member, a quorum is not reached, the Chairperson of the Board of Appeals shall designate as many alternate members of the Board to sit on the Board as may be needed to provide a quorum. Any alternate member of the Board shall continue to serve on the Board in all proceedings involving the matter or case for which the alternate was initially appointed until the Board has made a final determination of the matter or case. Designation of an alternate pursuant to this Section shall be made on a case-by-case basis.

(3) The Board shall keep full public records of its business, which records shall be the property of the Borough, and shall submit a report of its activities to the Borough Council as requested.

C. **Hearing Procedures.** All hearings before the Board of Appeals shall be open to the public. The appellant, the appellant's representative, the Borough's representative and any applicant or person aggrieved pursuant to Subsection A above shall be given the opportunity to be heard. The Chairperson of the Board of Appeals, or its counsel, shall have the power and duty to direct the meeting, rule upon the acceptance of evidence and oversee the record of all proceedings. These hearing procedures shall not require compliance with the strict rules of evidence, but shall mandate that only relevant information be received.

D. **Jurisdiction and Powers.** The Board of Appeals shall have the powers and duties as provided by the Pennsylvania Construction Code Act, 35 P.S. §7210.101 et seq., as amended, the Uniform Construction Code, 34 Pa.Code, Part XIV, as amended, this Part and any other ordinances adopted from time to time by the Borough Council.

E. **Assignment of Additional Duties and Responsibilities.** The Board of Appeals shall have such other duties and responsibilities as may be assigned to it from

time to time by appropriate action of the General Assembly of the Commonwealth of Pennsylvania or the Borough Council.

§5-206. Violations and Penalties.

1. **General.** Any person who violates a provision of the Uniform Construction Code or the codes adopted thereunder, or this Part, or who fails to comply with any of the requirements thereof, or who erects, installs, alters, repairs or does work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under provisions of the Uniform Construction Code or the codes adopted thereunder, or this Part, shall be guilty of a summary offense and subject to such penalties and costs as established in §903 of the Pennsylvania Construction Code Act, 35 P.S. §7210.903, as amended, including reasonable attorney fees incurred by the Borough. A separate offense shall arise for each day or portion thereof in which a violation is found to exist or for each section of the Uniform Construction Code, or the codes adopted thereunder, or this Part, found to have been violated. The Borough may also commence appropriate actions in equity, at law or otherwise to prevent, restrain, correct, enjoin, or abate violations of the Uniform Construction Code, the codes adopted thereunder, or this Part, any action taken by the Borough in the prosecution of a violation of the Uniform Construction Code, the codes adopted thereunder, or this Part and any costs incurred by the Borough related thereto shall be charged against the real estate upon which the violation exists and shall be a municipal lien upon such real estate.

2. **Stop-Work Order.** Any person who continues any work after having been served with a stop-work order under the Uniform Construction Code, or the codes adopted thereunder, or this Part, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a summary offense and subject to such penalties as established in §903 of the Pennsylvania Construction Code Act, 35 P.S. §7210.903, as amended. A separate offense shall arise for each day or portion thereof in which a violation is found to exist or for each section of the Uniform Construction Code, or the codes adopted thereunder, or this Part, found to have been violated. Any action taken by the Borough in the prosecution of a violation under the Uniform Construction Code, the codes adopted thereunder, or this Part, and any costs incurred by the Borough related thereto shall be charged against the real estate upon which the violation exists and shall be a municipal lien upon such real estate.

§5-207. Permit Hours.

The operation of heavy construction or excavation machinery (including but not limited to bulldozers, highlifts, backhoes, trucks, power shovels, pumps and jack hammers) and the use of construction equipment such as saws, drills or other types of machinery used outside a structure in conjunction with work requiring a building permit shall be prohibited when it is determined by the Borough Building Code Official that the noise is sufficient to disturb the peace and tranquility of the general public. This restriction shall be enforced throughout the entire Borough between the hours of 7:00 p.m. to 7:00 a.m., Mondays through Saturday and all day Sunday and

Federally designated legal holidays, except in cases of emergencies involving life or property as designated by emergency personnel.

§5-208. More Restrictive Provisions to Apply.

Unless otherwise provided in the Pennsylvania Construction Code Act, or the Uniform Construction Code, or otherwise stated herein, when the provisions of this Part are in conflict with other ordinances of the Borough or any other applicable codes, the more stringent code or ordinance shall apply.

§5-209. Severability.

If any section, subsection, sentence, clause or provision of this Part or the codes adopted hereunder is found to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this Part or the remaining provisions of the codes adopted hereunder."

SECTION 2. **Repealer.** All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

ORDAINED AND ENACTED this 1st day of April, 2008.

BOROUGH OF HARMONY

ATTEST:

Secretary

By: Jeffrey W Smith

President of Council

BOROUGH OF HARMONY
Butler County, Pennsylvania

ORDINANCE NO. 381

AN ORDINANCE TO PROMOTE AND PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND FOR THE PURPOSE OF ADOPTING CERTAIN REVISED HISTORIC DISTRICT REGULATIONS WITHIN THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA.

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania (the "Borough"), and in order to preserve its historic nature, the Borough by the previous enactment of Ordinance No. 341 (*as amended*), created a historic district, defined its limits, provided for the appointment of a Historical Architectural Review Board (HARB) to give recommendations to the Borough council regarding the issuance of Certificates of Appropriateness in connection with the granting or refusal of permits for the erection, alteration, restoration, reconstruction, demolition or razing of any building within the district and for appeals from such refusals; and

WHEREAS, the Borough seeks to amend and revise certain historic district regulations in the Borough.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Borough of Harmony, Butler County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

SECTION 1. <u>Revisions to Historic District Regulations.</u>

Chapter 11, "Historic District", of the Code of Ordinances of the Borough of Harmony is hereby revised to read as follows:

"PART I

HISTORIC DISTRICT

SECTION 11-101. Purpose.

The purpose of this Chapter is the protection of historic areas and structures within the Borough of Harmony which have a distinctive appearance recalling the rich architectural and historical heritage of Harmony and making them a source of inspiration to our people by awakening interest in our historic past and to promote the general welfare, education and culture of the Harmony community.

(*Ord. 341*, 1/3/1995, §1; *Ord. 372*, 6/6/2006)

SECTION 11-102. Definitions.

A. Harmony Historical District shall be the area designated on the official Harmony Historical District map which is attached to Harmony Borough Ordinance 341 as Exhibit "A" and incorporated herein. The District is defined as follows:

Beginning at a point at the center line of German Street where that point intersects with the center line of Main Street; thence proceeding along the center line of German Street in an Easterly direction to the Easterly edge of the intersection with Wood Street; thence North along the Easterly edge of Wood Street to the dividing line of Tax Map Parcel S1-E15 and Tax Map Parcel S1-E14; thence East along the dividing line of those parcels to the Easterly edge of Spring Street; thence North along the Easterly edge of Spring Street to the dividing line of Tax Map Parcel S1-E20 and Tax Map Parcel S1-E21; thence East along the dividing line of those parcels to Parcel S1-E20A; thence South along the dividing line of Parcel S1-E20A and Parcels S1-E21, S1-E22, S1-E23 and S1-E24 to the Northerly edge of the Baltimore & Ohio Railroad property; thence East along the Baltimore & Ohio Railroad to the Borough line; thence North along the Borough line until the Northerly edge of Mercer Street; thence in an Easterly direction along Mercer Street to the dividing line of Parcels S1-B32 and S1-B33; thence along that dividing line North to the Connoquenessing Creek; thence along the Connoquenessing Creek in a Westerly direction until the Easterly edge of Parcel S1-B22B; thence along the dividing line of Parcels S1-B22B and S1-B32 South to a 20 foot unnamed alley; thence along the

Northerly edge of said unnamed alley a Westerly direction until the Easterly edge of Parcel S1-B19; thence along the dividing line of Parcels S1-B19 and S1-B21 in a Northerly and Easterly direction until the dividing line of Parcel S1-B19 and Parcel S1-B17; thence along the dividing line in a Westerly direction to the Easterly edge of Wood Street; thence North along the Easterly edge of Wood Street to the Connoquenessing Creek; thence along the Connoquenessing Creek in a Westerly direction until the Westerly edge of Parcel S1-A6AB; thence in a Southerly direction along the entire Westerly line of Parcel S1-A6AB to Jackson Street; thence continuing across Jackson Street along the center line of Church Alley until Church Alley intersects with an alley formerly known as Foundry Alley; thence along Foundry Alley a Westerly direction to the Westerly edge of Liberty Street; thence South along Liberty Street until the dividing line of Parcel S1-A30 and the property now known as the Grace Reformed Church parsonage; thence along that dividing line in a Westerly direction across Apple Alley and then across the dividing line of Parcels S1-A24A and S1-A24B to the Westerly edge of Monroe Street; thence along Monroe Street North to the Southerly end of Foundry Alley; thence West along Foundry Alley to the Easterly edge of Cherry Alley to the dividing line of Parcels S1-A20 and S1-A19; thence East to the dividing line of S1-A20 and S1-A21; thence South to the Northerly edge of Mercer Street; thence along the Northerly side of Mercer Street to the Easterly side of Cherry Alley; thence South along the Easterly edge of Cherry Alley to the dividing line of Parcel S1-C8 and Parcel S1-C8A; thence along the dividing line of those parcels to the Easterly edge of Monroe Street; thence South on Monroe Street to the dividing line of Parcels S1-C12A and S1-C12 and S1-C12B; thence along that dividing line to Apple Alley then across Apple Alley and along the dividing line of Parcels S1-C19 and S1-C20 to the Easterly edge of Liberty Street; thence South along Liberty Street to the dividing line of Parcels S1-D11 and S1-D12; thence East along the dividing line of those parcels to the Westerly edge of Church Alley; thence North along the Westerly edge of Church Alley to the center line of Main Street; thence East along the center line of Main Street to a point at the intersection of the center line of Main Street and German Street, also the place of beginning.

B. External Architectural Appearance shall include architectural character, general composition and general arrangement of exterior of structure, including the kind, color and texture of the building material and the type and character of all windows, doors, shutters, light fixtures, signs and appurtenant elements, visible from the street or public thoroughfare.

C. Structures shall include buildings, walls, fences, signs, light fixtures, porches, steps or appurtenant elements thereof.

D. Zoning Officer shall mean the duly appointed zoning officer of Harmony Borough who shall, except as otherwise specified herein, administer and enforce this ordinance.

(*Ord. 341*, 1/3/1995, §2; *Ord. 372*, 6/6/2006)

SECTION 11-103. Requirements and Restrictions.

A. No structure within the boundaries of the Harmony Historical District may be erected, demolished or removed in whole or in part nor may the external architectural appearance of such a structure be altered unless an application for a building permit has been submitted to the Zoning Officer and referred to the Board of Historical Architectural Review and reviewed as set forth in Section 11-107.

B. Evidence of the approval required in Section 11-103(A) shall be a Certificate of Appropriateness approved and issued by Harmony Borough Council on the recommendation of the Board of Historical Architectural Review as created by this ordinance. Such Certificate shall be a statement signed by the Chairman of the Board of Historical Architectural Review stating that the demolition or the changes in the external architectural appearance of the proposed construction, reconstruction or restoration for which the application for a permit has been made are approved by the Board of Historical Architectural Review. Provided, however, that the repairs and renovations of existing buildings which do not alter the exterior architectural appearance are exempted from these restrictions and need not be approved by the Board of Historical Architectural Review. Anyone believing they are exempt from review shall make written application to the Board of Historical Architectural Review for a determination that they are exempt. The Board upon determining that an exemption is warranted shall so certify to the applicant and the Zoning Officer.

C. No building, demolition or other permit shall be issued by the Borough Zoning Officer for any structure covered by this ordinance without a Certificate of Appropriateness.

(*Ord. 341*, 1/3/1995, §3; *Ord. 372*, 6/6/2006; *Ord.* _____, 4/1/2008)

SECTION 11-104. Board of Historical Review.

A. Composition. The Council of the Borough of Harmony is authorized to appoint a Board of Historical Architectural Review. The Board shall consist of seven (7) members. One member shall be a registered architect, one member shall be a licensed real estate broker, one member shall be a building inspector or a person with such a qualification, one member shall be recommended by the Harmony Historical Society and the remaining members shall be persons living within the Harmony Historical District and having knowledge of or an interest in the preservation of historic districts.

B. Terms of Office. The term of office shall be five years except the initial appointments to the Board will be made as follows: Two members for one year; two members for two years; one member for three years; one member for four years; and one member for five years. Appointments thereafter shall be for five years except that Council may fill any vacancies for the unexpired portion of a term. In the event that technically qualified persons as noted above are not available from residents of the

Borough of Harmony, a person of recognized general knowledge and ability may be substituted. In the event that persons living within the Harmony Historical District as noted above are not available, persons living outside the Historical District but within Butler County may be substituted.

(*Ord. 341*, 1/3/1995, §4; *Ord. 372*, 6/6/2006)

Section 11-105. Powers and Duties of HARB

A. Advisory Role – HARB shall give recommendations to the Harmony Borough Council regarding the advisability of issuing any Certificate of Appropriateness required to be issued in accordance with the said Act of June 13, 1961, as amended and this ordinance.

B. Board Role Making Power – HARB may make and alter rules and regulations for its own organization and procedure, provided that they are consistent with the laws of the Commonwealth and all provisions of this ordinance.

C. Annual Reports – The members of HARB shall make an annual report to the Harmony Borough Council which shall include:

(1) any recommendations for changes in the ordinance;
(2) the number and types of cases reviewed;
(3) the number of cases for which a certificate of appropriateness was either approved or denied;
(4) number of HARB members which each member attended;
(5) historic preservation related training which each member attended;
(6) a narrative summary describing the state of preservation in the Harmony Borough Historic District with recommendations in policy, goals, and objectives for Harmony Borough Council.

D. Compensation – HARB may employ secretarial and professional assistance, and incur other necessary expenses with the approval of the Harmony Borough Council.

E. Meetings – HARB shall meet publicly at least once monthly. Further, HARB may hold any additional meetings it considers necessary to carry out its powers and duties indicated in this ordinance. Such meetings shall be opened to the public. A majority of HARB shall constitute a quorum and action taken at any meeting shall require the affirmative vote of a majority of the members present.

F. Additional Powers and Duties of HARB

1. To conduct a survey of buildings, structures, objects and monuments for the purpose of determining those of historic and/or architectural significance and pertinent facts about them; action in coordination

with the Harmony Borough Planning Commission, Zoning Hearing Board, and other appropriate groups and to maintain and periodically revise the detailed listings (resource inventories) of historic resources and data about them, appropriately classified with respect to national, state and local significance in accordance or consistent with the Pennsylvania Historical and Museum Commission's "Cultural Resource Management in Pennsylvania: Guidelines for Historic Resource Surveys."

2. To propose, from time to time as deemed appropriate, the establishment of additional historic districts and revisions to existing historic districts.

3 To formulate recommendations concerning the establishment of an appropriate system of markers for selected historic and/or architectural sites and buildings including proposals for the installation and care of such historic markers.

4. To formulate recommendations concerning the preparation and publication of maps, brochures and descriptive material about the Harmony Borough historical and/or architectural sites and buildings.

5. To cooperate with and advise the Harmony Borough Council, the Borough agencies in matters involving historically and/or architecturally significant sites and buildings (such as appropriate land usage, parking facilities and signs, as well as adherence to lot dimensional regulations and minimum structural standards).

6. To cooperate with and enlist assistance from the National Park Service, the National Trust for Historic Preservation, Preservation Pennsylvania, the Pennsylvania Historical and Museum Commission and other agencies, public and private, from time to time, concerned with the preservation of historic sites and buildings.

7. To advise owners of historic buildings regarding rehabilitation, repairs, maintenance methods and technologies, adaptive use, economic and tax incentives and other historic preservation strategies.

8 . To promote public interest in the purpose of this Ordinance by carrying on educational and public relations programs.

(*Ord.* _____, 4/1/2008)

Section 11-106 – Design Guidelines

A. In determining the recommendations to be made to the Harmony Borough Council concerning the issuance of a Certificate of Appropriateness, the Historical Architectural Review Board (HARB) shall consider only those matters that are pertinent to the preservation of the historical and/or architectural aspect and nature of the building, or structure site, area, or district, certified to have historical significance, the HARB shall consider the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, & Reconstructing Historic Buildings.

B. In addition the Board, when applicable, shall consider the following:

1. Broad historical values representing the cultural, political, economic, or social history of the Borough.

2. The relationship of the building or structure to historic personages or events.

3. Significant architectural types representative of a certain historical period and a style of method of construction.

4. The effect of the proposed change upon the general historical and architectural nature of the District.

5. The appropriateness of the exterior architectural features which can be seen from a public street or way.

6. The general design, arrangement, texture, and material of a building or structure and the relation of such factors to similar features of buildings or structures in the District. Consideration shall be given but not limited to the following:

   a. Proportion of Buildings Front Facades – Preserving the relationship between the width of the front of the building and the height of the front of the building.

   b. Proportion of Openings within the Building – Preserving the relationship of width to height of windows and doors.

   c. Rhythms of Solids to Voids in the Front Façade – Preserving the relationship between a recurrent alteration of strong and weak architectural elements thereby maintaining a rhythm of solids to voids.

d. Rhythm of Spacing of Buildings on Streets – Preserving the existing rhythm of recurrent or repeated building masses to spaces between each building.

e. Rhythm of Entrance and/or Porch Projections – Preserving the existing rhythm of entrances or porch projections to maintain a pedestrian scale.

f. Relationship of Materials – Preserving the predominant materials of the district such as brick, stone, stucco, wood siding, or other material.

g. Relationship of Textures – Preserving the predominant textures of the district which may be smooth, such as stucco or rough such as brick with tooled joints or horizontal wood siding or other textures.

h. Relationship of Architectural Details – Preserving character defining features of buildings, such as architectural details including but not limited to, cornices, lintels, arches, quoins, balustrades and iron work, chimneys, etc…

i. Relationship of Roof Shapes – Preserving compatible roof shapes such as gable, mansard, hip, flat, gambrel, and/or kinds of roof shapes.

j. Walls of Continuity – Preserving physical elements which comprise streetscapes such as brick walls, wrought iron fences, building facades or combinations of these which form visual continuity and cohesiveness along the street.

k. Directional Expression of Front Elevation – Preserving the orientation of structural shapes, plan of openings and architectural detail that reflect a predominantly vertical, or horizontal character to the building's façade.

l. Scale – Preserving the scale of the built environment created by the size of units of construction and architectural detail that relate to the size of persons. In addition, preserving building mass its relation to open space.

m. Variations – The HARB shall grant variations in a manner that will be in harmony with the character of other buildings or structures on the street and/or districts.

7. In such rare cases where there HARB recommends and the governing body approves demolition of a historic building or structure a good faith effort shall be made by the Borough and the owner(s) to move said building or structure to a proximate site. If moving a building or structure slated to be demolished is economically or practically infeasible, efforts shall be made to salvage architectural features of said building or structure for use within the Borough

8. Financial Feasibility – The review board shall consider the financial feasibility of its recommendations in response to a request for a certificate of appropriateness or building permit for the erection, reconstruction, alteration, and restoration of a building or structure. Financial feasibility shall be determined by the HARB on the basis of an unreasonable cost for repair or replacement in-kind of whole or part of a building or structure. The applicant shall submit a minimum of three (3) estimates from bona fide contractors and or vendors substantiating his or her claim that the financial feasibility of repair in-kind is unreasonable. The board shall determine as to the condition of said architectural feature based on its inspection, photographs or report from the building inspector or preservation staff or consultant. No substitute material shall be approved which is inappropriate, incompatible, or is destructive or has the potential to be destructive to the original fabric of the building or structure. No vinyl or aluminum siding or other material shall be allowed on the exterior of any masonry wall of a building or structure. No capping with aluminum or vinyl or other material shall be allowed on the exterior of character defining features of a building or structure.

(*Ord.* _____, 4/1/2008)

Section 11-107 – Application Review Procedure

A. Upon receipt of a completed application for a building permit **or** a certificate of appropriateness for work to be done in the district, the Building Inspector shall act in accordance with the procedures being followed in that office, except those procedures that are modified by the following requirements:

1. The Building Inspector shall determine whether the work proposed needs to be forwarded to HARB approval review. If not, he shall forward copies of the completed application for a building permit together with copies of any plot plan and building plans and specifications filed by the applicant to HARB.

2. The Building Inspector shall not issue a building permit for any erection, alteration, reconstruction, repair, restoration or demolition of all or part of any building in the District until the Borough Council has issued a Certificate of Appropriateness. ***If the building inspector or his or her representative issues a building permit without a COA due to an administrative or clerical error said building permit shall be voided.***

3. The Building Inspector shall require applicants to submit a sufficient number of additional copies of material required to be attached to a completed application for a building permit or certificate of appropriateness so that the information needed to make the determination set forth in Section 11-107-G.

4. The Building Inspector shall maintain in his office a record of all such applications and final dispositions of the same.

B. Board Review of Applications – Upon receipt of a completed building permit or certificate of appropriateness application under the jurisdiction of this Ordinance, HARB shall consider such at its next regularly scheduled meeting or special meeting.

C. Design Guidelines – In determining *both oral and written* recommendations to be presented to the Borough Council concerning the issuance of a Certificate of Appropriateness authorizing a permit for the erection, alteration, reconstruction, repair, restoration, demolition, or demolition by neglect of all or a part of any building within the Historic District, HARB shall consider the Design Guidelines set forth in Section 11-106, and such design guidelines developed by the HARB pursuant to and congruent with the objectives of this ordinance.

D. Time Frame for Board Decision – HARB shall render a decision and recommendation on any application for a building permit under its review no later than 30 working days after the hearing/meeting provided for in Section 11-105 and shall submit, in writing to the Borough Council recommendations concerning the issuance of a Certificate of Appropriateness.

G. Application Disapproval by HARB – If the HARB decides to advise against the granting of a Certificate of Appropriateness, it shall so indicate to the applicant for a building permit. The disapproval shall indicate to the applicant the changes in plans and specifications, if any, which would protect (1) the distinctive historical character of the historic district and (2) the architectural integrity of the building or structure. The HARB shall withhold its report for five (5) days to allow the applicant to decide whether or not to make the suggested changes in his plans and

specifications. If the applicant determines that he or she will make the necessary changes, he or she shall so advise the HARB, which shall in turn advise Borough Council accordingly.

H. Contents of Written Report – The written report to Borough Council concerning HARB's recommendations on the issuance of a Certificate of Appropriateness shall set out the findings of fact that shall include but not be limited to the following matters:

1. The exact location of the area in which the work is to be done.

2. The exterior changes to be made or the exterior character of the structure to be erected.

3. A list of the surrounding structures with their general exterior characteristics.

4. The effect of the proposed change upon the general historic and architectural nature of the district.

5. The appropriateness of exterior architectural features of the building, which can be seen from a public street or way.

6. The general design, arrangement, texture, and material of the building and the structure and the relation of such factors to similar features of building or structures in the district.

7. The opinion of HARB (including any dissent) as to the appropriateness of the work or project proposed as it will preserve or destroy the historic character and nature of the district.

8. The specific recommendations of HARB based on findings of fact as to the issuance by the Borough Council or its refusal to issue a Certificate of Appropriateness.

I. Action by the Borough Council on their Consideration - Upon receipt of the written report from HARB as provided in G of this section, Borough Council shall consider at the next regularly scheduled meeting, the question of issuing to the Building Inspector a Certificate of Appropriateness authorizing a permit for work covered by the application. The applicant shall have the right to attend this meeting and be heard as to the reasons for filing this said application.

J. Design Guidelines – In determining whether or not to certify to the appropriateness of the proposed erection, alteration, reconstruction, repair, restoration or demolition, of all or a part of any building within the historic

district, the Borough Council shall consider the same factors as HARB set forth in Section11-106.

K. Approval by the Borough Council – If the Borough Council approves the application, it shall issue a Certificate of Appropriateness authorizing the Building Inspector to issue a (building) permit for the work covered.

L. Disapproval by the Borough Council – If the Borough Council disapproves, a written reason(s) shall be given to the Building Inspector, the applicant and to the Pennsylvania Historical and Museum Commission. The disapproval shall indicate what changes in the plans and specifications would meet the conditions for protecting (1) the distinctive historical character of the district and (2) the architectural integrity of the building or structure. Upon receipt of a written disapproval of the Borough Council the Building Inspector shall disapprove the application for a building permit and so advise the applicant. The applicant may appeal this disapproval to the County Court of Common Pleas within the time specified by law.

M. Final Notification by Borough Council – In either case of approval or disapproval the Borough shall notify the applicant of its decision within five (5) days of its meeting at which the application was considered.

N. Should the governing body fail to notify the applicant of its decision within 45 working days of its review of the application, it shall be assumed, as a matter of law, that the application is deemed approved, unless the applicant waives the time limit in writing.

(*Ord.* _____, 4/1/2008)

Section 11-108. – Notice of Violation

The Building Inspector shall serve a notice of violation on the person in violation of this ordinance which would result in but not be limited to (1) failure to apply for a certificate of appropriateness or a building permit required for the erection, reconstruction, alteration, restoration, demolition, demolition by neglect, or razing of any building or structure which can be seen from a public way, and (2) failure to comply with HARB approved work. Such notice shall direct the abatement of said violation.

(*Ord.* _____, 4/1/2008)

Section 11-109 – Enforcement

The Building Inspector or his designated representative shall have the power to institute any proceedings at law or in equity necessary for the enforcement of this Ordinance.

(*Ord.* _____, 4/1/2008)

SECTION 11-110. Violation Penalties.

A. Any violation of the provisions of this Chapter shall constitute a summary offense and the prosecution for every such offense shall be according to the practice in the case of summary convictions before the proper district magistrate. All fines, penalties and costs imposed, unless otherwise required by law when collected, shall be payable to the Borough of Harmony.

B. Any person, firm, association or corporation which shall violate any of the provisions of this ordinance upon conviction thereof shall be sentenced to pay a fine of not less than Three Hundred ($200.00) Dollars nor more than Six Hundred ($600.00) Dollars and the costs of prosecution. Each day that a violation continues shall be deemed a separate offense.

(*Ord. 341*, 1/3/1995, §12)

SECTION 11-111. Validity of Chapter.

The invalidity of any section, paragraph, subsection, clause or provision of this Chapter, as so declared by a court of competent jurisdiction, shall not invalidate this Chapter as a whole or the parts of it not declared invalid.

(*Ord. 341*, 1/3/1995, §14)

SECTION 11-112. Authority.

The creation of the Harmony Historical District is pursuant to the authority contained in the Historic District Act of Pennsylvania, Act 167, 53 P.S. §8001, *et seq*.

(*Ord. 341*, 1/3/1995, §15)"

SECTION 2. <u>Repealer.</u> All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

ORDAINED AND ENACTED this 1st day of April, 2008.

BOROUGH OF HARMONY

ATTEST:

Sharon L. McCormick

Secretary

By: Jeffrey W Smith

President of Council

BOROUGH OF HARMONY
Butler County, Pennsylvania

ORDINANCE NO. 382

AN ORDINANCE RELATING TO THE VACATION OF WATER STREET FROM FOUNDRY ALLEY TO JACKSON STREET TO IN THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA.

WHEREAS, in order to promote the quality of life of the residents of the Borough of Harmony, Butler County, Pennsylvania (the "Borough"), the Borough has determined that it is necessary to vacate a portion of Water Street within the Borough.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Borough of Harmony, Butler County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

SECTION 1 – Purpose. The purpose of this Ordinance is to vacate Water Street beginning at Foundry Alley and extending to the southern edge of Jackson Street.

SECTION 2 – V acation. Water Street is hereby vacated as a street for public use beginning at the northern edge of Foundry Alley and extending to the southern edge of Jackson Street.

SECTION 3 – Effectiv e Date. This Ordinance shall become effective 40 days after passage.

SECTION 4 - Repealer. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

ORDAINED AND ENACTED this 6th day of May, 2008.

ATTEST: **BOROUGH OF HARMONY**

Secretary

By: Terry WS 4
President of Council

BOROUGH OF HARMONY
BUTLER COUNTY, PA

ORDINANCE NO. 383

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA FIXING THE REAL PROPERTY TAX RATES FOR THE YEAR 2009.

IT IS HEREBY ENACTED AND ORDAINED by the Borough Council of the Borough of Harmony, Butler County, Pennsylvania, as follows:

Section 1. Tax Levy.

Chapter 24 (Taxation) of the Code of Ordinances of the Borough of Harmony is hereby amended to include Part V (Real Property Tax) which shall state in entirety as follows:

"PART V

REAL PROPERTY TAX

§24-501. Short Title.

This Ordinance (this Part V) shall be known and may be cited as "Harmony Borough Real Property Tax Rate Ordinance."

§24-502. Tax Levy.

That a tax be and the same is hereby levied upon all real property within the Borough of Harmony subject to taxation for the fiscal year 2009 as follows:

1. Tax Rate for General Revenue / General Borough Purposes, the sum of 9.585 mils on each dollar of assessed valuation.

2. Tax Rate for Fire Equipment/Fire Protection Purposes, the sum of 1.125 mils on each dollar of assessed valuation.

3. Tax Rate for Parks Purposes, the sum of .75 mils on each dollar of assessed valuation.

6. Tax Rate for Library Purposes, the sum of .75 mils on each dollar of assessed valuation.

Making a total tax rate for all Borough purposes of 12.21 Mills for 2009.

§24-503. Discounts.

Pursuant to Pennsylvania's Local Tax Collection Law, a taxpayer subject to the payment of a tax levy by their ordinance shall be entitled to a discount of 2% from the amount of such tax upon making payment of the whole amount of such tax by or before April 30, 2009.

§24-504. Penalties.

A taxpayer subject to the payment of a tax levy by this Ordinance who shall fail to make payment of such tax by June 30, 2009 shall be charged a penalty of 10% (which penalty shall be added to the tax by the Tax Collector and shall be collected by the Tax Collector)."

Section 2. Effective Date.

This Ordinance and the real estate tax shall take effect on January 1, 2009, for and during fiscal year 2009.

Section 3. Severability.

Any Ordinance or part of Ordinance conflicting with this Ordinance be and the same is hereby repealed insofar as the same affects or is inconsistent with this Ordinance.

ENACTED AND ORDAINED into an Ordinance this 2nd day of December, 2008 by the Borough Council in the lawful session duly assembled.

ATTEST:

Secretary

BOROUGH OF HARMONY

By: _____
President

APPROVED this 2nd day of December, 2008.

_____
Mayor

BOROUGH OF HARMONY
Butler County, Pennsylvania

ORDINANCE NO. 384

AN ORDINANCE PROVIDING FOR THE RENAMING OF A STREET KNOWN AS "KASING WAY" TO "HARMONY WAY" IN HARMONY BOROUGH; PROVIDING FOR PLACEMENT OF STREET SIGNS; PROVIDING FOR AMENDMENT OF THE OFFICIAL BOROUGH STREET MAP AND THE BOROUGH ZONING MAP; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Harmony Borough Council deems that the renaming the street known as "Kasing Way" to "Harmony Way" is in the best interests of the Borough of Harmony, Butler County, Pennsylvania (the "Borough").

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Borough Council of the Borough of Harmony, Butler County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

SECTION 1. Purpose.
SECTION 2. Finding of Fact.
SECTION 3. Amendment of Official Borough Maps.
SECTION 4. Proving for Erection of Signs.
SECTION 5. Severability Clause.
SECTION 6. Effective Date.
SECTION 7. Repealer.

SECTION 1 – Purpose. The purpose of this Ordinance is to rename the street in the Borough known as "Kasing Way" to "Harmony Way".

SECTION 2. Finding of Fact. The Borough finds that the said street renaming will not be detrimental to or endanger the public health, safety, comfort or general welfare of the residents of the Borough. The contemplated street renaming will not be injurious

to the use of the property owners in the immediate vicinity nor substantially diminish or impair property values within the neighborhood. The contemplated street renaming is found to be in the best interests of the Borough

SECTION 3. Amendment of Official Borough Maps. The official Borough Street Map, the official Borough Zoning Map, and all other official Borough maps shall hereby be amended to reflect said street renaming of the street known as "Kasing Way" to "Harmony Way".

SECTION 4. Proving for Erection of Signs. The Borough Council hereby authorizes the erection of street signs to reflect the change of the street name to Harmony Way.

SECTION 5. Severability Clause. If any provision of this Ordinance shall be determined to be unlawful, invalid, void or unenforceable, then that provision shall be considered severable from the remaining provisions of this Ordinance which shall be and remain in full force and effect.

SECTION 6 – Effective Date. This Ordinance shall become effective thirty (30) days after passage.

SECTION 7 - Repealer. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

ORDAINED AND ENACTED this 4th day of August, 2009.

ATTEST:

Sharon L. Klosinski

Secretary

BOROUGH OF HARMONY

By: Michelle N Bate

President of Council

ORDINANCE NO: 385

THE BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA TO ESTABLISH PROCEDURES RELATING TO THE REMOVAL OF SNOW ACCUMULATION.

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania, the Borough Council has determined it necessary to amend the Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND IT IS HEREBY ORDAINED AND ENACTED BY AND WITH THE AUTHORITY OF THE SAME AS FOLLOWS:

SECTION ONE:

The Borough of Harmony's Code of Ordinances Chapter 21, Part III, shall be amended to add the following provisions:

§21-314 SNOW AND ICE TO BE REMOVED FROM SIDEWALKS; TIME LIMIT.

The owner, occupant or tenant of every property fronting upon or located alongside any street in the Borough of Harmony is hereby required to remove or cause to be removed from all sidewalks abutting upon such property, all snow or ice thereon fallen or formed, within twenty-four (24) hours after the same shall have ceased to fall or to have formed. Provided: the snow and ice removed from the sidewalk shall not be dumped or piled onto any public street or alley to the extent that it interferes with vehicular traffic. Provided further, the owner of a property shall be responsible for conforming to the requirements of this Section where such property is occupied by such owner, is vacant or unoccupied or consists of more than one (1) tenanted or tenantable unit; the occupier or tenant shall be responsible therfor where such property consists of a single unit, occupied by such tenant or occupier only.

§21-315 SNOW AND ICE NOT TO BE PLACED ON BOROUGH STREETS.

a. No person shall remove snow from private or commercial property and place such snow onto Borough Streets or state roads.

b. Snow removal contractors shall not plow, shovel, blow, etc. snow onto Borough Streets or state roads when removing snow from parking lots, driveways, sidewalks, etc.

§21-316 AUTHORITY FOR THE BOROUGH TO REMOVE SNOW AND ICE AND COLLECT COST AND ADDITIONAL AMOUNTS FROM OWNER, OCCUPANT OR TENANT.

In any case where the owner, occupant or tenant, as aforesaid, shall fail, neglect or refuse to comply with any provision of Section 21-314, within the time limit prescribed therein, the Borough authorities may proceed immediately to clear all snow and/or ice from the sidewalk of such delinquent, and to collect the expense thereof, with any additional amount allowed by law, from such owner, occupant or tenant as the case may be in addition to any fine or penalty imposed under Section 21-317.

§21-317 PENALTY FOR VIOLATION.

Any person found guilty of violating any part hereof shall be guilty of a summary offense and shall be sentenced to a fine up of not less than fifty dollars ($50.00) and not more than three hundred dollars ($300) per offense, together with costs.

SECTION TWO:

The Borough of Harmony's Code of Ordinances Chapter 15, Part V Section 504 shall be deleted and replaced with the following provisions:

§15-504 UNLAWFUL TO PARK OR LEAVE UNATTENDED VEHICLES ON SNOW REMOVAL STREETS.

a. It shall be unlawful to park any vehicle or permit any vehicle to be parked in a manner that obstructs snow removal by failing to leave adequate room for passage of snowplows. Vehicles so parked are subject to impoundment.

b. It shall be unlawful for the owner of a vehicle to allow such vehicle to remain standing upon any Borough street for longer than forty-eight (48) consecutive hours after such vehicle has become snow bound due to snowplows plowing around the vehicle. Such vehicles shall be presumed to be abandoned. Abandoned vehicles shall be subject to removal and impoundment.

§15-505 PENALTY FOR VIOLATION.

Any person who violates any provision of this Part shall, upon conviction, be sentenced to pay a fine of not more than One Hundred Fifty Dollars ($150.00) and costs. Provided: it shall be the duty of the police officers and of parking enforcement personnel of the Borough to report to the appropriate official all violations of any provision of this Part, indicating, in each case: the section violated; the license number of the vehicle involved in the violation; the location where the violation took place; and any other facts that might be necessary in order to secure a clear understanding of the circumstances attending the violation. The police officer or other person making the report shall also attach to or place upon every such vehicle a notice stating that the vehicle was parked in violation of this Part.

SECTION THREE: CONFLICT

Any Ordinance, Resolution or part thereof in conflict herewith, is hereby repealed to the extent of said conflict.

SECTION FOUR: AUTHORIZATION

The Borough Council of the Borough of Harmony is hereby authorized and directed to execute any and all documents necessary to effectuate the purposes of this Ordinance.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 1 DAY OF June, 2010.

ATTEST

Sharon McCormick
Secretary

BOROUGH OF HARMONY

By: _____
John Rice
Council President

EXAMINED AND APPROVED BY ME THIS 1 DAY OF June, 2010.

Cathy Rape
Mayor

ORDINANCE NO: 386

THE BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE TO PROMOTE AND PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND FOR THE PURPOSE OF REGULATING PARKING ON PITTSBURGH STREET.

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania (the "Borough"), the Borough has determined it necessary to regulate the parking of vehicles on Pittsburgh Street.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Borough of Harmony, Butler County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

SECTION 1. No Parking.

That hereafter it shall be unlawful to park any motor vehicle or other vehicles on the West Side of Pittsburgh Street from Route 68 to Highland Avenue.

SECTION 2. Signage.

The erection and maintenance of all necessary signage is hereby authorized. Said signage shall be placed so as to properly notify all vehicular traffic of the imposed regulations.

SECTION 3. Enforcement.

It shall be the duty of the police officers having jurisdiction within the Borough to institute the prosecution of all persons violating Section 1 of this Ordinance.

SECTION 4. Penalty.

Whoever violates Section 1 of this Ordinance, shall, upon conviction thereof, be sentenced to pay a fine of not more than three hundred dollars ($300.00).

SECTION 5. Repealer. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 7 DAY OF December, 2010.

ATTEST

Sharon L. McCormick

Sharon McCormick
Secretary

BOROUGH OF HARMONY

By: John Rice

John Rice
Council President

EXAMINED AND APPROVED BY ME THIS 7 DAY OF December, 2010.

Cathy Rape Mayor

Cathy Rape
Mayor

BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA
ORDINANCE NO._____

AN ORDINANCE AUTHORIZING THE BOROUGH OF HARMONY TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE BOROUGH OF ZELIENOPLE, AUTHORIZING THE BOROUGH TO SHARE ITS EQUIPMENT AND EMPLOYEES IN ACCORDANCE WITH THE INTERGOVERNMENTAL COOPERATION ACT, AUTHORIZING THE BOROUGH OF HARMONY TO ENTER INTO AN AGREEMENT TO EFFECTUATE THE PURPOSES OF THE ORDINANCE, AUTHORIZING THE BOROUGH OF HARMONY TO PARTICIPATE IN A STEERING COMMITTEE WITH THE BOROUGH OF ZELIENOPLE AND PARTICIPATE IN THE PROGRAM, AUTHORIZING AND PROVIDING THE OPTION TO ESTABLISH OF FEES FOR THE USE OF BOROUGH EQUIPMENT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Borough of Harmony has determined that it is in the best interest of the health, safety and welfare of the citizens of the Borough of Harmony to provide efficient and cost effective public works services by sharing and using equipment with the Borough of Zelienople; and

WHEREAS, the Pennsylvania Intergovernmental Cooperation Act, 53 P.S. 481 et seq. authorizes and requires municipalities to adopt an ordinance to facilitate the purposes of the Act; and

WHEREAS, the Borough of Harmony has determined that adoption of this Ordinance and the authorization of an Intergovernmental Cooperation Agreement with the Borough of Zelienople will serve to promote the general health, safety and welfare of the citizens of the Borough of Harmony.

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

1. The Borough of Harmony, Butler County, Pennsylvania, pursuant to the authority cited above, hereby elects to participate in a Shared Services Program with the Borough of Zelienople, upon the execution of the appropriate Intergovernmental Cooperation Agreement.

2. The Shared Services Program shall be facilitated and administered in accordance with an Intergovernmental Cooperation Agreement, a specimen

of which is attached to this ordinance, and shall become effective upon the approval of the Agreement by the Borough of Harmony and the Borough of Zelienople governing bodies according to law;

3. Governance of the Shared Services Program within the Borough of Harmony shall be undertaken by the Shared Services Program Steering Committee with representation of the Borough of Harmony and the Borough of Zelienople and administration of the Shared Services Program shall be undertaken by the Borough's administrative staff.

4. The Borough Council of the Borough of Harmony shall have the option to establish fees, assessable by the Borough of Harmony, for the use of equipment by the Borough of Zelienople, pursuant to the provisions of this ordinance and the Shared Services Program Intergovernmental Cooperation Agreement. Such rates may be established from time to time by resolution of the Borough Council of the Borough of Harmony.

5. The Borough of Harmony will provide the necessary liability insurance, equipment insurance and workers compensation insurance to protect its equipment and its employees involved in the use of such equipment when working in the Borough of Zelienople through the Shared Services Program.

6. The term of this Agreement shall be for a period of one (1) year commencing with the date of execution by the Borough of Harmony and the Borough of Zelienople. This Agreement shall be automatically renewed for an *additional* term of one (1) year at the conclusion of the initial term and each renewal term thereafter. Either Borough may terminate this Agreement upon furnishing the other Borough with at least 60 days written notice of their desire for termination.

7. All real or personal property to be acquired, managed, licensed or disposed of shall be in accord with the provisions contained in the Intergovernmental Cooperation Act, 53 Pa. C.S.A. § 2301, et seq.

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

9. This ordinance shall become effective five (5) days after the date of its enactment.

DULY ENACTED AND ORDAINED this 1ST day of MARCH, 2011, by the Borough Council of the Borough of Harmony at a regularly scheduled meeting of the same duly advertised according to law.

ATTEST

Sharon McCormick, Secretary

BOROUGH OF HARMONY

By: _____
Jack Shanks,
President of Council

EXAMINED AND APPROVED BY ME THIS 1 **DAY OF** March, **20**11.

Cathryn Rape, Mayor

ORDINANCE NO: 388

THE BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, SETTING FORTH A STORMWATER MANAGEMENT ORDINANCE ACCORDING TO THE BUTLER COUNTY ACT 167 STORMWATER MANAGEMENT PLAN, IMPLEMENTING THE PENNSYLVANIA STORMWATER MANAGEMENT ACT (ACT 167)

WHEREAS, stormwater is an important water resource which provides groundwater recharge for water supplies and base flow of streams, which also protects and maintains surface water quality; and

WHEREAS, public education on the control of pollution from stormwater is an essential component in successfully addressing stormwater issues; and

WHEREAS, Federal and state regulations require certain municipalities to implement a program of stormwater controls.

NOW, THEREFORE, we the Borough Council Members of the Borough of Harmony, do hereby enact the following:

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Section 101. Short Title

This Ordinance shall be known and may be cited as the "Harmony Borough Stormwater Management Ordinance."

Section 102. Statement of Findings

The governing body of Harmony Borough finds that:

A. Inadequate management of accelerated stormwater runoff resulting from development throughout a watershed increases flood flows and velocities, contributes to erosion and sedimentation, overtaxes the carrying capacity of existing streams and storm sewers, greatly increases the cost of public facilities to convey and manage stormwater, undermines floodplain management and flood reduction efforts in upstream and downstream communities, reduces groundwater recharge, threatens public health and safety, and increases non-point source pollution of water resources.

B. A comprehensive program of stormwater management, including reasonable regulation of development and activities causing accelerated runoff, is fundamental to the public health, safety, welfare, and the protection of the people of Municipality and all the people of the Commonwealth, their resources, and the environment.

C. Inadequate planning and management of stormwater runoff resulting from land development and redevelopment throughout a watershed can also harm surface water resources by changing the natural hydrologic patterns; accelerating stream flows (which increase scour and erosion of streambeds and stream banks thereby elevating sedimentation); destroying aquatic habitat; and elevating aquatic pollutant concentrations and loadings such as sediments, nutrients, heavy metals, and pathogens. Groundwater resources are also impacted through loss of recharge.

D. Stormwater is an important water resource which provides groundwater recharge for water supplies and base flow of streams, which also protects and maintains surface water quality.

E. Public education on the control of pollution from stormwater is an essential component in successfully addressing stormwater issues.

F. Federal and state regulations require certain municipalities to implement a program of stormwater controls. These municipalities are required to obtain a permit for stormwater discharges from their separate storm sewer systems under the National Pollutant Discharge Elimination System (NPDES).

G. Non-stormwater discharges to municipal separate storm sewer systems can contribute to pollution of Waters of the Commonwealth.

Section 103. Purpose

The purpose of this Ordinance is to promote health, safety, and welfare within Harmony Borough, Butler County, by minimizing the harms and maximizing the benefits described in Section 102 of this Ordinance through provisions intended to:

A. Meet legal water quality requirements under state law, including regulations at 25 PA Code Chapter 93 to protect, maintain, reclaim, and restore the existing and designated uses of the Waters of the Commonwealth.

B. Manage accelerated runoff and erosion and sedimentation problems close to their source, by regulating activities that cause these problems.

C. Preserve the natural drainage systems as much as possible.

D. Maintain groundwater recharge, to prevent degradation of surface and groundwater quality, and to otherwise protect water resources.

E. Maintain existing flows and quality of streams and watercourses.

F. Preserve and restore the flood-carrying capacity of streams and prevent scour and erosion of stream banks and streambeds.

G. Manage stormwater impacts close to the runoff source, with a minimum of structures and a maximum use of natural processes.

H. Provide procedures, performance standards, and design criteria for stormwater planning and management.

I. Provide proper operations and maintenance of all temporary and permanent stormwater management facilities and Best Management Practices (BMPs) that are constructed and implemented.

J. Provide standards to meet the NPDES permit requirements.

[FOR MS4 PERMITTEES]

K. Implement an "illegal discharge detection and elimination program" in MS4 permanent urbanized areas to address non-stormwater discharges into Harmony Borough's separate storm sewer system.

Section 104. Statutory Authority

A. Primary Authority: Harmony Borough is empowered to regulate these activities by the authority of the Act of October 4, 1978, 32 P.S., P.L. 864 (Act 167), 32 P.S. Section 680.1 et seq., as amended, the "Storm Water Management Act", and the Harmony Borough Code.

B. Secondary Authority: Harmony Borough also is empowered to regulate land use activities that affect runoff by the authority of the Act of July 31, 1968, P.L. 805, No. 247, The Pennsylvania Municipalities Planning Code, as amended.

Section 105. Applicability

In Harmony Borough, all regulated activities and all activities that may affect stormwater runoff, including land development and earth disturbance activity, are subject to regulation by this Ordinance.

Earth disturbance activities and associated stormwater management controls are also regulated under existing state law and implementing regulations. This Ordinance shall operate in coordination with those parallel requirements; the requirements of this Ordinance shall be no less restrictive in meeting the purposes of this Ordinance than state law.

"Regulated Activities" are any earth disturbance activities or any activities that involve the alteration or development of land in a manner that may affect stormwater runoff. "Regulated Activities" include, but are not limited to, the following listed items:

A. Earth Disturbance Activities
B. Land Development
C. Subdivision
D. Construction of new or additional impervious or semi-pervious surfaces
E. Construction of new buildings or additions to existing buildings
F. Diversion or piping of any natural or man-made stream channel
G. Installation of stormwater management facilities or appurtenances thereto
H. Installation of stormwater BMPs

See Section 302 of this Ordinance for Exemption/Modification Criteria.

Section 106. Repealer

Any ordinance, ordinance provision(s), or regulation of Harmony Borough inconsistent with any of the provision(s) of this Ordinance is hereby repealed to the extent of the inconsistency only.

Section 107. Severability

In the event that a court of competent jurisdiction declares any section(s) or provision(s) of this Ordinance invalid, such decision shall not affect the validity of any of the remaining section(s) or provision(s) of this Ordinance.

Section 108. Compatibility with Other Ordinance Requirements

Approvals issued and actions taken pursuant to this Ordinance do not relieve the Applicant of the responsibility to comply with or to secure required permits or approvals for activities regulated by any other applicable codes, laws, rules, statutes, or ordinances. To the extent that this Ordinance imposes more rigorous or stringent requirements for stormwater management, the specific requirements contained in this Ordinance shall be followed.

Section 109. Duty of Persons Engaged in the Development of Land

Notwithstanding any provision(s) of this Ordinance, including exemptions, any landowner or any person engaged in the alteration or development of land which may affect stormwater runoff characteristics shall implement such measures as are reasonably necessary to prevent injury to health, safety, or other property. Such measures also shall include actions as are required to manage the rate, volume, direction, and quality of resulting stormwater runoff in a manner which otherwise adequately protects health, property, and water quality.

Section 110. Municipal Liability Disclaimer

A. Neither the granting of any approval under this Ordinance, nor the compliance with the provisions of this Ordinance, or with any condition imposed by a municipal official hereunder, shall relieve any person from any responsibility for damage to persons or property resulting there from, or as otherwise imposed by law nor impose any liability upon the Municipality for damages to persons or property.

B. The granting of a permit which includes any storm water management facilities shall not constitute a representation, guarantee or warranty of any kind by the Municipality, or by an official or employee thereof, of the practicability or safety of any structure, use or other plan proposed, and shall create no liability upon or cause of action against such public body, official or employee for any damage that may result pursuant thereto.

ARTICLE II - DEFINITIONS

For the purpose of this Ordinance, certain terms and words used herein shall be interpreted as follows:

A. Words used in the present tense include the future tense; the singular number includes the plural; and the plural number includes the singular; words of masculine gender include feminine gender; and words of feminine gender include masculine gender.

B. The word "includes" or "including" shall not limit the term to the specific example but is intended to extend its meaning to all other instances of like kind and character.

C. The word "person" includes an individual, firm, association, organization, partnership, trust, company, corporation, or any other similar entity.

D. The words "shall" and "must" are mandatory; the words "may" and "should" are permissive.

E. The words "used or occupied" include the words "intended, designed, maintained, or arranged to be used, occupied or maintained".

Accelerated Erosion - The removal of the surface of the land through the combined action of human activity and natural processes at a rate greater than would occur because of the natural process alone.

Agricultural Activities - Activities associated with agriculture such as agricultural cultivation, agricultural operation, and animal heavy use areas. This includes the work of producing crops, tillage, land clearing, plowing, disking, harrowing, planting, harvesting crops, or pasturing and raising of livestock and installation of conservation measures. Construction of new buildings or impervious area is not considered an Agricultural Activity.

Alteration - As applied to land, a change in topography as a result of the moving of soil and rock from one location or position to another; changing of surface conditions by causing the surface to be more or less impervious; land disturbance.

Applicant - A landowner, developer, or other person who has filed an application for approval to engage in any Regulated Activities at a project site within the municipality.

Best Management Practices (BMPs) - Activities, facilities, designs, measures or procedures used to manage stormwater impacts from Regulated Activities, to meet State Water Quality Requirements, to promote groundwater recharge and to otherwise meet the purposes of this Ordinance. Stormwater BMPs are commonly grouped into one of two broad categories or measures: "non-structural" or "structural". "Non-structural" BMPs are measures referred to as operational and/or behavior-related practices that attempt to minimize the contact of pollutants with stormwater runoff whereas "structural" BMPs are measures that consist of a physical device or practice that is installed to capture and treat stormwater runoff. "Structural" BMPs include, but are not limited to, a wide variety of practices and devices, from large-scale retention ponds and constructed wetlands, to small-scale underground treatment systems, infiltration facilities,

filter strips, low impact design, bioretention, wet ponds, permeable paving, grassed swales, riparian or forested buffers, sand filters, detention basins, and manufactured devices. "Structural" stormwater BMPs are permanent appurtenances to the project site.

Channel Erosion - The widening, deepening, and headward cutting of small channels and waterways, due to erosion caused by moderate to large floods.

Cistern - An underground reservoir or tank used for storing rainwater.

Conservation District - The Butler County Conservation District. The Butler County Conservation District has the authority under a delegation agreement executed with the Department of Environmental Protection to administer and enforce all or a portion of the regulations promulgated under 25 PA Code Chapter 102.

Culvert - A structure with appurtenant works that carries a stream and/or stormwater runoff under or through an embankment or fill.

Dam - An artificial barrier, together with its appurtenant works, constructed for the purpose of impounding or storing water or another fluid or semifluid, or a refuse bank, fill or structure for highway, railroad or other purposes which does or may impound water or another fluid or semifluid.

Design Storm - The magnitude and temporal distribution of precipitation from a storm event measured in probability of occurrence (e.g., a 25-year storm) and duration (e.g., 24-hours), used in the design and evaluation of stormwater management systems. Also see Return Period.

Designee - The agent of this municipality and/or agent of the governing body involved with the administration, review or enforcement of any provisions of this Ordinance by contract or memorandum of understanding.

Detention Basin - An impoundment structure designed to manage stormwater runoff by temporarily storing the runoff and releasing it at a predetermined rate.

Detention Volume - The volume of runoff that is captured and released into Waters of the Commonwealth at a controlled rate.

Developer - A person, partnership, association, corporation, or other entity, or any responsible person therein or agent thereof, that undertakes any Regulated Activity of this Ordinance.

Development Site - (Site) - The specific tract of land for which a Regulated Activity is proposed. Also see Project Site.

Disturbed Area - An unstabilized land area where an Earth Disturbance Activity is occurring or has occurred.

Downslope Property Line - That portion of the property line of the lot, tract, or parcels of land being developed located such that all overland or pipe flow from the site would be directed toward it.

Drainage Conveyance Facility - A stormwater management facility designed to convey stormwater runoff and shall include streams, channels, swales, pipes, conduits, culverts, storm sewers, etc.

Drainage Easement - A right granted by a landowner to a grantee, allowing the use of private land for stormwater management, drainage, or conveyance purposes.

Drainageway - Any natural or artificial watercourse, trench, ditch, pipe, swale, channel, or similar depression into which surface water flows.

Earth Disturbance Activity - A construction or other human activity which disturbs the surface of the land, including, but not limited to, clearing and grubbing, grading, excavations, embankments, land development, agricultural plowing or tilling, timber harvesting activities, road maintenance activities, mineral extraction, and the moving, depositing, stockpiling, or storing of soil, rock or earth materials.

Erosion - The movement of soil particles by the action of water, wind, ice, or other natural forces.

Erosion and Sediment Pollution Control Plan - A plan which is designed to minimize accelerated erosion and sedimentation.

Exceptional Value Waters - Surface waters of high quality, which satisfies PA Code Title 25 Environmental Protection, Chapter 93 Water Quality Standards 93.4b(b) (relating to anti-degradation).

Existing Conditions - The initial condition of a project site prior to the proposed construction. If the initial condition of the site is undeveloped land and not forested, the land use shall be considered as "meadow" unless the natural land cover is documented to generate lower Curve Numbers or Rational "C" Coefficient.

FEMA - The Federal Emergency Management Agency.

Flood - A general but temporary condition of partial or complete inundation of normally dry land areas from the overflow of streams, rivers, and other Waters of the Commonwealth.

Flood Fringe - The remaining portions of the 100-year floodplain outside of the floodway boundary.

Floodplain - Any land area susceptible to inundation by water from any natural source or delineated by applicable Department of Housing and Urban Development, Federal Insurance Administration Flood Hazard Boundary - mapped as being a special flood hazard area. Included

are lands adjoining a river or stream that have been or may be inundated by a 100-year flood. Also included are areas that comprise Group 13 Soils, as listed in Appendix A of the Pennsylvania Department of Environmental Protection (PADEP) Technical Manual for Sewage Enforcement Officers (as amended or replaced from time to time by PADEP).

Floodway - The channel of the watercourse and those portions of the adjoining floodplains that are reasonably required to carry and discharge the 100-year frequency flood. Unless otherwise specified, the boundary of the floodway is as indicated on maps and flood insurance studies provided by FEMA. In an area where no FEMA maps or studies have defined the boundary of the 100-year frequency floodway, it is assumed - absent evidence to the contrary - that the floodway extends from the stream to 50 feet landward from the top of the bank of the stream.

Forest Management/Timber Operations - Planning and activities necessary for the management of forestland. These include timber inventory and preparation of forest management plans, silvicultural treatment, cutting budgets, logging road design and construction, timber harvesting, site preparation and reforestation.

Freeboard - A vertical distance between the elevation of the design high water and the top of a dam, levee, tank, basin, or diversion ridge. The space is required as a safety margin in a tank, pond or basin.

Grade - A slope, usually of a road, channel or natural ground specified in percent and shown on plans as specified herein.

(To) Grade - To finish the surface of a roadbed, top of embankment or bottom of excavation.

Groundwater Recharge - Replenishment of existing natural underground water supplies.

HEC-HMS Model Calibrated - (Hydrologic Engineering Center Hydrologic Modeling System) A computer-based hydrologic modeling technique adapted to the watershed(s) in Butler County for the Act 167 Plan. The model has been calibrated by adjusting key model input parameters.

High Quality Waters - Surface water having quality, which exceeds levels necessary to support propagation of fish, shellfish, and wildlife and recreation in and on the water by satisfying PA Code Title 25 Environmental Protection, Chapter 93 Water Quality Standards 93.4b(a).

Hydrologic Soil Group (HSG) - Infiltration rates of soils vary widely and are affected by subsurface permeability as well as surface intake rates. Soils are classified into one of four HSG (A, B, C, and D) according to their minimum infiltration rate, which is obtained for bare soil after prolonged wetting. The Natural Resource Conservation Service (NRCS) of the US Department of Agriculture defines the four groups and provides a list of most of the soils in the United States and their group classification. The soils in the area of interest may be identified from a soil survey report from the local NRCS office or the County Conservation District.

Impervious Surface (Impervious Area) - A surface that prevents the infiltration of water into the ground. Impervious surface (or areas) include, but is not limited to: roofs, additional indoor

living spaces, patios, garages, storage sheds and similar structures, parking or driveway areas, and any new streets and sidewalks. Any surface areas proposed to initially be gravel or crushed stone shall be assumed to be impervious surfaces.

Impoundment - A retention or detention basin designed to retain stormwater runoff and release it at a controlled rate.

Infiltration Structures - A structure designed to direct runoff into the ground (e.g., french drains, seepage pits, seepage trench, etc.).

Inlet - A surface connection to a closed drain. A structure at the diversion end of a conduit. The upstream end of any structure through which water may flow.

Land Development (Development) - (i) The improvement of one lot or two or more contiguous lots, tracts or parcels of land for any purpose involving (a) a group of two or more buildings, or (b) the division or allocation of land or space between or among two or more existing or prospective occupants by means of, or for the purpose of streets, common areas, leaseholds, condominiums, building groups, or other features; (ii) Any subdivision of land; (iii) Development in accordance with Section 503(1.1) of the PA Municipalities Planning Code.

Low Impact Development (LID) - an approach to land development that uses various land planning and design practices and technologies to simultaneously conserve and protect natural resource systems and reduce infrastructure costs. LID still allows land to be developed, but in a cost-effective manner that helps mitigate potential environmental impacts.

Main Stem (Main Channel) - Any stream segment or other runoff conveyance facility used as a reach in the Butler County Act 167 watershed hydrologic model(s).

Manning Equation (Manning Formula) - A method for calculation of velocity of flow (e.g., feet per second) and flow rate (e.g., cubic feet per second) in open channels based upon channel shape, roughness, depth of flow and slope. "Open channels" may include closed conduits so long as the flow is not under pressure.

Municipality - Harmony Borough, Butler County, Pennsylvania.

National Pollutant Discharge Elimination System (NPDES) - The federal government's system for issuance of permits under the Clean Water Act, which is delegated to PADEP in Pennsylvania.

NOAA Atlas 14: - Precipitation-Frequency Atlas of the United States, Atlas 14, Volume 2, US Department of Commerce, National Oceanic and Atmospheric Administration, National Weather Service, Hydrometeorological Design Studies Center, Silver Spring, Maryland (2004). NOAA's Atlas 14 can be accessed at Internet address http://hdsc.nws.noaa.gov/hdsc/pfds/.

Non-point Source Pollution - Pollution that enters a water body from diffuse origins in the watershed and does not result from discernible, confined, or discrete conveyances.

NRCS - Natural Resource Conservation Service (previously Soil Conservation Service (SCS)).

Open Channel - A drainage element in which stormwater flows with an open surface. Open channels include, but shall not be limited to, natural and man-made drainageways, swales, streams, ditches, canals, and pipes not under pressure.

Outfall - (i) Point where water flows from a conduit, stream, or drain; (ii) "Point Source" as described in 40 CFR § 122.2 at the point where the Municipality's storm sewer system discharges to surface Waters of the Commonwealth.

Outlet - Points of water disposal from a stream, river, lake, tidewater, or artificial drain.

PADEP - The Pennsylvania Department of Environmental Protection.

Parking Lot Storage - Involves the use of impervious parking areas as temporary impoundments with controlled release rates during rainstorms.

Peak Discharge - The maximum rate of stormwater runoff from a specific storm event.

Person - An individual, partnership, public or private association or corporation, or a governmental unit, public utility or any other legal entity whatsoever which is recognized by law as the subject of rights and duties.

Pervious Area - Any area not defined as impervious.

Pipe - A culvert, closed conduit, or similar structure (including appurtenances) that conveys stormwater.

Planning Commission - The Planning Commission of Harmony Borough.

Point Source - Any discernible, confined, or discrete conveyance, including, but not limited to: any pipe, ditch, channel, tunnel, or conduit from which stormwater is or may be discharged, as defined in State regulations at 25 Pennsylvania Code § 92.1.

Probable Maximum Flood (PMF) - The flood that may be expected from the most severe combination of critical meteorological and hydrologic conditions that are reasonably possible in any area. The PMF is derived from the probable maximum precipitation (PMP) as determined on the basis of data obtained from the National Oceanographic and Atmospheric Administration (NOAA).

Project Site - The specific area of land where any Regulated Activities in the Municipality are planned, conducted, or maintained.

Qualified Professional - Any person licensed by the Pennsylvania Department of State or otherwise qualified by law to perform the work required by the Ordinance.

Rational Formula - A rainfall-runoff relation used to estimate peak flow.

Redevelopment - Earth disturbance activities on land, which has previously been developed.

Regulated Activities - Any earth disturbance activities or any activities that involve the alteration or development of land in a manner that may affect stormwater runoff.

Regulated Earth Disturbance Activity - Activity involving Earth Disturbance subject to regulation under 25 PA Code Chapter 92, Chapter 102, or the Clean Streams Law.

Release Rate - The percentage of pre-development peak rate of runoff from a site or subwatershed area to which the post-development peak rate of runoff must be reduced to protect downstream areas.

Release Rate District - Those subwatershed areas in which post-development flows must be reduced to a certain percentage of pre-development flows as required to meet the plan requirements and the goals of Act 167.

Retention Basin - An impoundment in which stormwater is stored and not released during the storm event. Stored water may be released from the basin at some time after the end of the storm.

Retention Volume/Removed Runoff - The volume of runoff that is captured and not released directly into the surface Waters of this Commonwealth during or after a storm event.

Return Period - The average interval, in years, within which a storm event of a given magnitude can be expected to recur. For example, the 25-year return period rainfall would be expected to recur on the average once every twenty-five years; or stated in another way, the probability of a 25-year storm occurring in any one given year is 0.04 (i.e. a 4% chance).

Riparian Buffer - A vegetated area bordering perennial and intermittent streams and wetlands, that serves as a protective filter to help protect streams/wetlands from the impacts of adjacent land uses.

Riser - A vertical pipe extending from the bottom of a pond that is used to control the discharge rate from the pond for a specified design storm.

Road Maintenance - Earth disturbance activities within the existing road right-of-way, such as grading and repairing existing unpaved road surfaces, cutting road banks, cleaning or clearing drainage ditches, and other similar activities. Road maintenance activities that do not disturb the subbase of a paved road (such as milling and overlays) are not considered earth disturbance activities.

Rooftop Detention - Temporary ponding and gradual release of stormwater falling directly onto flat roof surfaces by incorporating controlled-flow roof drains into building designs.

Runoff - Any part of precipitation that flows over the land surface.

Runoff Capture Volume - The volume of runoff that is captured (retained) and not released into surface Waters of the Commonwealth during or after a storm event.

Sediment - Soils or other materials transported by surface water as a product of erosion.

Sediment Basin - A barrier, dam, retention or detention basin located and designed to retain rock, sand, gravel, silt, or other material transported by stormwater runoff.

Sediment Pollution - The placement, discharge, or any other introduction of sediment into Waters of the Commonwealth occurring from the failure to properly design, construct, implement or maintain control measures and control facilities in accordance with the requirements of this Ordinance.

Sedimentation - The process by which mineral or organic matter is accumulated or deposited by the movement of water.

Seepage Pit/Seepage Trench - An area of excavated earth filled with loose stone or similar coarse material, into which surface water is directed for infiltration into the ground.

Separate Storm Sewer System - A conveyance or system of conveyances (including roads with drainage systems, Municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) primarily used for collecting and conveying stormwater runoff.

Sheet Flow - Runoff that flows over the ground surface as a thin, even layer - not concentrated in a channel.

Soil Cover Complex Method - A method of runoff computation developed by the NRCS that is based on relating soil type and land use/cover to a runoff parameter called Curve Number (CN).

Spillway (Emergency) - A depression in the embankment of a pond or basin, or other overflow structure, that is used to pass peak discharges greater than the maximum design storm controlled by the pond or basin.

State Water Quality Requirements - The regulatory requirements to protect, maintain, reclaim, and restore water quality under Title 25 of that Pennsylvania Code and the Clean Streams Law.

Storage Indication Method - A reservoir routing procedure based on solution of the continuity equation (inflow minus outflow equals the change in storage) with outflow defined as a function of storage volume and depth.

Storm Frequency - The number of times that a given storm "event" occurs or is exceeded on the average in a stated period of years. See also Return Period.

Storm Sewer - A system of pipes and/or open channels that convey intercepted runoff and stormwater from other sources, but excludes domestic sewage and industrial wastes.

Stormwater - Runoff from the surface of the land resulting from precipitation, snow, or ice melt.

Stormwater Hotspot - A land use or activity that generates higher concentrations of hydrocarbons, trace metals, or toxicants than are found in typical stormwater runoff.

Stormwater Management Facilities - Any structure, natural or man-made, that, due to its condition, design, or construction, conveys, stores, or otherwise affects stormwater runoff. Typical stormwater management facilities include, but are not limited to: detention and retention basins, open channels, storm sewers, pipes and infiltration facilities.

Stormwater Management Plan - The Butler County Stormwater Management Plan for managing stormwater runoff in Butler County as required by the Act of October 4, 1978, P.L. 864, (Act 167) and known as the "Storm Water Management Act".

Stormwater Management Site Plan (SWM Site Plan) - The plan prepared by the Applicant or his representative indicating how stormwater runoff will be managed at the project site in accordance with this Ordinance.

Stream Enclosure - A bridge, culvert, or other structure in excess of 100 feet in length upstream to downstream which encloses a regulated Waters of the Commonwealth.

Subwatershed Area - The smallest drainage unit of a watershed for which stormwater management criteria has been established in the Stormwater Management Plan.

Subdivision - The division or re-division of a lot, tract, or parcel of land by any means, into two or more lots, tracts, parcels or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, transfer of ownership, or building or lot development, provided; however, that the subdivision by lease of land for agricultural purposes into parcels of more than ten acres, not involving any new street or easement of access or any residential dwellings, shall be exempt {Pennsylvania Municipalities Planning Code, Act of July 31, 1968, P.L. 805, No. 247}.

Swale - A low-lying stretch of land that gathers or carries surface water runoff.

Timber Operations - See "Forest Management".

Time of Concentration (T_c) - The time for surface runoff to travel from the hydraulically most distant point of the watershed to a point of interest within the watershed. This time is the combined total of overland flow time and flow time in pipes or channels, if any.

USDA - The United States Department of Agriculture.

Watercourse - A channel or conveyance of surface water, such as a stream or creek, having defined bed and banks, whether natural or artificial, with perennial or intermittent flow.

Waters of the Commonwealth - Rivers, streams, creeks, rivulets, impoundments, ditches, watercourses, storm sewers, lakes, dammed water, wetlands, ponds, springs and other bodies or channels of conveyance of surface and underground water, or parts thereof, whether natural or artificial, within or on the boundaries of the Commonwealth of Pennsylvania.

Watershed - Area drained by a river, watercourse, or other surface water, whether natural or artificial.

Wetland - Those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs and similar areas. (The term includes but is not limited to wetland areas listed in the State Water Plan, the United States Forest Service Wetlands Inventory of Pennsylvania and a wetland area designated by a river basin commission. This definition is used by the United States Environmental Protection Agency and the United States Army Corps of Engineers.)

ARTICLE III - STORMWATER MANAGEMENT STANDARDS

Section 301. General Requirements

A. For all Regulated Activities, unless specifically exempted in Section 302:

1. Preparation and implementation of an approved SWM Site Plan is required.
2. No Regulated Activities shall commence until the municipality issues written approval of a SWM Site Plan, which demonstrates compliance with the requirements of this Ordinance.
3. The SWM Site Plan shall demonstrate that adequate capacity will be provided to meet the Volume and Rate Control Requirements, as described under Sections 304 and 305 of this Ordinance.
4. The SWM Site Plan approved by the municipality, shall be on-site throughout the duration of the Regulated Activities.

B. For all Regulated Earth Disturbance Activities, erosion and sediment control BMPs shall be designed, implemented, operated, and maintained during the Regulated Earth Disturbance Activities (e.g., during construction) to meet the purposes and requirements of this Ordinance and to meet all requirements under Title 25 of the Pennsylvania Code (including, but not limited to Chapter 102 Erosion and Sediment Control) and the Clean Streams Law. Various BMPs and their design standards are listed in the *Erosion and Sediment Pollution Control Program Manual* (E&S Manual), No. 363-2134-008 (April 15, 2000), as amended and updated.

C. For all Regulated Activities, stormwater BMPs shall be designed, installed, implemented, operated, and maintained to meet the purposes and requirements of this Ordinance and to meet all requirements under Title 25 of the Pennsylvania Code and the Clean Streams Law, conform to the State Water Quality Requirements, meet all requirements under the Storm Water Management Act and any more stringent requirements as determined by the municipality.

D. The municipality may, after consultation with PADEP and the Conservation District, approve measures for meeting the State Water Quality Requirements other than those in this Ordinance, provided that they meet the minimum requirements of, and do not conflict with state law, including, but not limited to, the Clean Streams Law.

E. All Regulated Activities shall include, to the maximum extent practicable, measures to:

1. Protect health, safety, and property.
2. Meet the water quality goals of this Ordinance by implementing measures to:
    a. Minimize disturbance to floodplains, wetlands, natural slopes, existing native vegetation and woodlands.
    b. Create, maintain, or extend riparian buffers and protect existing forested buffers.
    c. Provide trees and woodlands adjacent to impervious areas whenever feasible.

d. Minimize the creation of impervious surfaces and the degradation of Waters of the Commonwealth and promote groundwater recharge.
e. Protect natural systems and processes (drainageways, vegetation, soils, and sensitive areas) and maintain, as much as possible, the natural hydrologic regime.
f. Incorporate natural site elements (wetlands, stream corridors, mature forests) as design elements.
g. Avoid erosive flow conditions in natural flow pathways.
h. Minimize soil disturbance and soil compaction.
i. Minimize thermal impacts to Waters of the Commonwealth.
j. Disconnect impervious surfaces by directing runoff to pervious areas, wherever possible and decentralize and manage stormwater at its source.

F. Impervious Areas:
1. The measurement of impervious areas shall include all of the impervious areas in the total proposed development, even if development is to take place in stages.
2. For developments taking place in stages, the entire development plan must be used in determining conformance with this Ordinance.

G. If diffused flow is proposed to be concentrated and discharged onto adjacent property, the Applicant must document that adequate downstream conveyance facilities exist to safely transport the concentrated discharge, or otherwise prove that no erosion, sedimentation, flooding, or other harm will result from the concentrated discharge.
1. Applicant must provide an easement for proposed concentrated flow across adjacent properties to a drainage way or public right-of-way.
2. Such stormwater flows shall be subject to the requirements of this ordinance.

H. Stormwater drainage systems shall be provided in order to permit unimpeded flow along natural watercourses, except as modified by stormwater management facilities or open channels consistent with this Ordinance.

I. Where watercourses traverse a development site, drainage easements (with a minimum width of 20 feet and include the 100-year water surface) shall be provided conforming to the line of such watercourses. The terms of the easement shall prohibit excavation, the placing of fill or structures, and any alterations that may adversely affect the flow of stormwater within any portion of the easement. Also, maintenance, including mowing of vegetation within the easement may be required, except as approved by the appropriate governing authority.

J. When it can be shown that, due to topographic conditions, natural drainageways on the site cannot adequately provide for drainage, open channels may be constructed conforming substantially to the line and grade of such natural drainageways. Work within natural drainage ways shall be subject to approval by PADEP under regulations at 25 PA Code Chapter 105 through the Joint Permit Application process, or, where deemed appropriate by PADEP, through the General Permit process.

K. Any stormwater management facilities or any facilities that constitute water obstructions (e.g., culverts, bridges, outfalls, or stream enclosures, etc.) that are regulated by this Ordinance, that will be located in or adjacent to Waters of the Commonwealth (including wetlands), shall be subject to approval by PADEP under regulations at 25 PA Code Chapter 105 through the Joint Permit Application process, or, where deemed appropriate by PADEP, the General Permit process. When there is a question whether wetlands may be involved, it is the responsibility of the Applicant or his agent to show that the land in question cannot be classified as wetlands; otherwise, approval to work in the area must be obtained from PADEP.

L. Should any stormwater management facility require a dam safety permit under PADEP Chapter 105, the facility shall be designed in accordance with Chapter 105 and meet the regulations of Chapter 105 concerning dam safety.

M. Any stormwater management facilities regulated by this Ordinance that will be located on, or discharged onto State highway rights-of-ways shall be subject to approval by the Pennsylvania Department of Transportation (PENNDOT).

N. Minimization of impervious surfaces and infiltration of runoff through seepage beds, infiltration trenches, etc., are encouraged, where soil conditions and geology permit, to reduce the size or eliminate the need for detention facilities.

O. Infiltration BMPs should be dispersed throughout the site, made as shallow as practicable, and located to maximize use of natural on-site infiltration features while still meeting the other requirements of this Ordinance.

P. The design of facilities over karst shall include an evaluation and implementation of measures to minimize adverse effects.

Q. Roof drains shall not be connected to streets, sanitary or storm sewers, or roadside ditches in order to promote overland flow and infiltration/percolation of stormwater where it is advantageous to do so. When it is more advantageous to connect directly to streets or storm sewers, then the Municipality shall permit it on a case-by-case basis.

R. Applicants are encouraged to use Low Impact Development Practices to reduce the costs of complying with the requirements of this Ordinance and the State Water Quality Requirements.

S. When stormwater management facilities are proposed within 1,000 feet of a downstream Municipality, the Developer shall notify the downstream Municipality and provide a copy of the SWM Plan, if requested, for review and comment.

Section 302. Exemptions/Modifications

A. Under no circumstance shall the Applicant be exempt from implementing such measures as necessary to:

1. Meet State Water Quality Standards and Requirements.
2. Protect health, safety, and property.
3. Meet special requirements for High Quality (HQ) and Exceptional Value (EV) watersheds.

B. The Applicant must demonstrate that the following BMPs are being utilized to the maximum extent practicable to receive consideration for the exemptions:

1. Design around and limit disturbance of Floodplains, Wetlands, Natural Slopes over 15%, existing native vegetation, and other sensitive and special value features.
2. Maintain riparian and forested buffers.
3. Limit grading and maintain non-erosive flow conditions in natural flow paths.
4. Maintain existing tree canopies near impervious areas.
5. Minimize soil disturbance and reclaim disturbed areas with topsoil and vegetation.
6. Direct runoff to pervious areas.

C. The Applicant must demonstrate that the proposed development/additional impervious area will not adversely impact the following:

1. Capacities of existing drainageways and storm sewer systems.
2. Velocities and erosion.
3. Quality of runoff if direct discharge is proposed.
4. Existing known problem areas.
5. Safe conveyance of the additional runoff.
6. Downstream property owners.

D. An Applicant proposing Regulated Activities may be eligible for exemption from Rate Control, Volume Control, or Stormwater Management Site Plan requirements in this Ordinance according to the following table:

Table 302.1 – Exemptions and Submission Requirements

New Impervious Area[1, 2] (square footage)	**Applicant Must Provide**
0 < 2,500	No submission is required
2,500 < 5,000	Documentation of new impervious surfaces[3]
5,000 and greater	Rate Controls, Volume Controls & SWM Site Plan

NOTES:

[1] New Impervious Area since the date of Adoption of this Ordinance.

[2] Gravel in existing condition shall be considered pervious and gravel in proposed condition shall be considered impervious.

[3] The Small Project Stormwater Management Application included in Appendix E shall be used to document new impervious surfaces.

E. Single Family Residential activities are exempt from these requirements provided the construction:
    1. Comply with Sections 301.G, 302.A, 302.B, 302.C, and
    2. Have building setback 75 feet from downstream property lines, and
    3. Driveways:
        a. Runoff must discharge onto pervious surface with a gravel strip or other spreading device.
        b. No more than 1,000 square feet of paved surface may discharge to any one point.
        c. The length of flow on the pervious must exceed the length of the paved surface flow.
    4. The municipality can require more information or require mitigation of certain impacts through installation of stormwater management BMP's if there is a threat to property, health, or safety.

F. An Applicant proposing Regulated Activities, after demonstrating compliance with Sections 302.A, 302.B, and 302.C, may be exempted from various requirements of this Ordinance if documentation can be provided that a downstream man-made water body (i.e., reservoir, lake, or man-made wetlands) has been designed or modified to address the potential stormwater flooding impacts of the proposed development.

G. The purpose this section is to ensure consistency of stormwater management planning between local ordinances and NPDES permitting (when required) and to ensure that the Applicant has a single and clear set of stormwater management standards to which the Applicant is subject. The Municipality may accept alternative stormwater management controls under this section provided that:

    1. The Municipality, in consultation with the PADEP (or Delegated Authority), determines that meeting the Volume Control requirements (See Section 304) is not possible or places an undue hardship on the Applicant.
    2. The alternative controls are documented to be acceptable to PADEP (or Delegated Authority), for NPDES requirements pertaining to post construction stormwater management requirements.
    3. The alternative controls are in compliance with all other sections of this ordinance, including but not limited to Sections 301.D and 302.A-C.

H. Agricultural activities are exempt from the rate control and SWM Site Plan preparation requirements of this Ordinance provided the activities are performed according to the requirements of 25 PA Code Chapter 102.

I. Forest management and timber operations are exempt from the Rate and Volume Control requirement and SWM Site Plan preparation requirement of this Ordinance provided the activities are performed according to the requirements of 25 PA Code Chapter 102. It should be noted that temporary roadways are not exempt.

J. The municipality may deny or revoke any exemption pursuant to this Section at any time for any project that the municipality believes may pose a threat to public health, safety, property or the environment.

Section 303. Waivers

A. The provisions of this Ordinance are the minimum standards for the protection of the public welfare.

B. All waiver requests must meet the provisions of Section 303.G. and H. Waivers shall not be issued from implementing such measures as necessary to:

1. Meet State Water Quality Standards and Requirements.
2. Protect health, safety, and property.
3. Meet special requirements for High Quality (HQ) and Exceptional Value (EV) watersheds.

Municipalities will then consider waivers in accordance with Section 301.D.

C. If an Applicant demonstrates to the satisfaction of the governing body of the Municipality that any mandatory provision of this Ordinance is unreasonable or causes unique or undue unreasonableness or hardship as it applies to the proposed Project, or that an alternate design may result in a superior result within the context of Section 102 and 103 of this Ordinance, the governing body of the Municipality upon obtaining the comments and recommendations of the Municipal Engineer may grant a waiver or relief so that substantial justice may be done and the public interest is secured; provided that such waiver will not have the effect of nullifying the intent and purpose of this Ordinance.

D. The Applicant shall submit all requests for waivers in writing and shall include such requests as a part of the plan review and approval process. The Applicant shall state in full the facts of unreasonableness or hardship on which the request is based, the provision or provisions of the Ordinance that are involved, and the minimum waiver or relief that is necessary. The Applicant shall state how the requested waiver and how the Applicant's proposal shall result in an equal or better means of complying with the intent or Purpose and general principles of this Ordinance.

E. The Municipality shall keep a written record of all actions on waiver requests.

F. The Municipality may charge a fee for each waiver request, which shall be used to offset the administrative costs of reviewing the waiver request. The Applicant shall also agree to reimburse the Municipality for reasonable and necessary fees that may be incurred by the Municipal Engineer in any review of a waiver request.

G. In granting waivers, the Municipality may impose reasonable conditions at will, in its judgment, secure substantially the objectives of the standards or requirements that are to be modified.

H. The Municipality may grant applications for waivers when the following findings are made, as relevant:

1. That the waiver shall result in an equal or better means of complying with the intent of this Ordinance.
2. That the waiver is the minimum necessary to provide relief.
3. That the applicant is not requesting a waiver based on cost considerations.
4. That existing down gradient stormwater problems will not be exacerbated.
5. That runoff is not being diverted to a different drainage area.
6. That increased flooding or ponding on off-site properties or roadways will not occur.
7. That potential icing conditions will not occur.
8. That increase of peak flow or volume from the site will not occur.
9. That erosive conditions due to increased peak flows or volume will not occur.
10. That adverse impact to water quality will not result.
11. That increased 100-Year Floodplain levels will not result.
12. That increased or unusual municipal maintenance expenses will not result from the waiver.
13. That the amount of stormwater generated has been minimized to the greatest extent allowed.
14. That infiltration of runoff throughout the proposed site has been provided where practicable and pre-development ground water recharge protected.
15. That peak flow attenuation of runoff has been provided.
16. That long term operation and maintenance activities are established.
17. That the receiving streams and/or water bodies will not be adversely impacted in flood carrying capacity, aquatic habitat, channel stability and erosion and sedimentation.

Section 304. Volume Controls

A. The Low Impact Development Practices provided in the BMP Manual and in Appendix B of this Ordinance shall be utilized for all Regulated Activities to the maximum extent practicable.

B. Stormwater runoff Volume Controls shall be implemented using the *Design Storm Method* or the *Simplified Method* as defined below. For Regulated Activity areas equal or less than one (1) acre that do not require hydrologic routing to design the stormwater facilities, this Ordinance establishes no preference for either method; therefore, the Applicant may select either method on the basis of economic considerations, the intrinsic limitations on applicability of the analytical procedures associated with each methodology, and other factors.

1. The *Design Storm Method* (CG-1 in the BMP Manual) is applicable to any sized Regulated Activity. This method requires detailed modeling based on site conditions.

a. Do not increase the post-development total runoff volume when compared to the pre-development total runoff volume for the 2-year/24-hour storm event.

b. For hydrologic modeling purposes:

i. Existing non-forested pervious areas must be considered meadow (good condition) for pre-development hydrologic calculations.
ii. Twenty (20) percent of existing impervious area, when present within the proposed project site, shall be considered meadow (good condition) for pre-development hydrologic calculations for re-development.

2. The *Simplified Method* (CG-2 in the BMP Manual) is independent of site conditions and should be used if the *Design Storm Method* is not followed. This method is not applicable to Regulated Activities greater than 1 acre or for projects that require detailed design of stormwater storage facilities. For new impervious surfaces:

a. Stormwater facilities shall capture at least the first 2 inches of runoff from all new impervious surfaces.
b. At least the first 1 inch of runoff from new impervious surfaces shall be permanently removed from the runoff flow, i.e. it shall not be released into surface Waters of the Commonwealth. Removal options include reuse, evaporation, transpiration, and infiltration.
c. Wherever possible, infiltration facilities should be designed to accommodate infiltration of the entire permanently removed runoff; however, in all cases at least the first 0.5 inch of the permanently removed runoff should be infiltrated.
d. Actual field infiltration tests at the location of the proposed elevation of the stormwater BMPs are required. Infiltration test shall be conducted in accordance with the BMP Manual. Notification of the Municipality shall be provided to allow witnessing of the testing.

3. In cases where it is not possible or desirable to use infiltration-based best management practices to partially fulfill the requirements in either Section 304.B.1 or 304.B.2, the following procedure shall be used:

a. At a minimum, the following documentation shall be provided to justify the decision to not use infiltration BMPs:
i. Description of and justification for field infiltration/permeability testing with respect to the type of test and test locations).
ii. An interpretive narrative describing existing site soils and their structure as these relate to the interaction between soils and water occurring on the site. In addition to providing soil and soil profile

descriptions, this narrative shall identify depth to seasonal high water tables and depth to bedrock, and provide a description of all subsurface elements (fragipans and other restrictive layers, geology, etc.) that influence the direction and rate of subsurface water movement.

iii. A qualitative assessment of the site's contribution to annual aquifer recharge shall be made, along with identification of any restrictions or limitations associated with the use of engineered infiltration facilities.

iv. The provided documentation must be signed and sealed by a professional engineer or geologist.

b. The following water quality pollutant load reductions will be required for all disturbed areas within the proposed development:

Pollutant Load	**Units**	**Required reduction (%)**
Total Suspended Solids (TSS)	Pounds	85
Total Phosphorous (TP)	Pounds	85
Total Nitrate (NO_3)	Pounds	50

c. The performance criteria for water quality best management practices shall be determined from the Pennsylvania Stormwater Best Management Practices Manual, most current version.

C. The applicable Worksheets from the BMP Manual must be used in calculations to establish Volume Control.

Section 305. Rate Controls

A. Lands contained within Butler County that have not had release rates established under an approved Act 167 Stormwater Management Plan:

1. Post-development discharge rates shall not exceed the pre-development discharge rates for the 1-year, 2-year, 10-year, 25-year, 50-year, and 100-year storms.

B. Lands contained within Butler County that have had release rates established under an approved Act 167 Stormwater Management Plan:

1. The post-development peak discharge rates shall be in accordance with the approved release rate map for the following watersheds (see Appendices for Release Rate Map):
   a. Connoquenessing Creek Watershed

Section 306. Sensitive Areas and Stormwater Hotspots

A. Sensitive areas and water quality sensitive developments as defined below which require special consideration with regard to stormwater management.

1. Sensitive areas are defined as those areas that, if developed, have the potential to endanger a water supply. These areas consist of the delineated 1-year zone of contribution and direct upslope areas tributary to the water supply wells. Municipalities may update the sensitive area boundaries based on new research or studies as required.
2. Stormwater Hotspots are defined as a land development project that has a high potential to endanger local water quality, and could potentially threaten ground water reservoirs. The Municipal Engineer will determine what constitutes these classifications on a case-by-case basis. The PADEP wellhead protection contaminant source list shall be used as a guide in these determinations. Industrial manufacturing site and hazardous material storage areas must provide NPDES SIC codes.

B. Performance Standards

1. The location of the boundaries of sensitive areas is set by drainage areas tributary to any public water supply. The exact location of these boundaries as they apply to a given development site, shall be determined using mapping at a scale which accurately defines the limits of the sensitive area. If the project site is within the sensitive area (in whole or in part), 2-foot contour interval mapping shall be provided to define the limits of the sensitive area. If the project site is adjacent to but within 500 linear feet of a defined Sensitive Area, a 5-foot contour interval map defining the limits of the Sensitive Area shall be included in the Stormwater Management Plan to document the site's location relative to the sensitive area.
2. Stormwater Hotspots may be required to prepare and implement a stormwater pollution prevention plan and file notice of intent as required under the provision of the EPA Industrial Stormwater NPDES Permit Requirements.
3. Stormwater Hotspots must use an acceptable pre-treatment BMP prior to volume control and/or rate control BMPs. Acceptable pre-treatment BMPs for these developments include those based on filtering, settling, or chemical reaction processes such as coagulation.

ARTICLE IV – PROTECTED WATERSHED STANDARDS

Section 401. Protected Watershed Requirements

A. For any Regulated Activity within a protected watershed (High Quality or Exceptional Value), the applicant shall meet requirements as contained in 25 PA Code, Chapters 93 as required and applicable.

B. Existing Resources and Site Analysis Plan. Shall be prepared to provide the developer and the Municipality with a comprehensive analysis of existing conditions, both on the proposed development site and within 500 feet of the site. Conditions beyond the parcel boundaries may be described on the basis of existing published data available from governmental agencies and from aerial photographs. The Municipality shall review the plan to assess its accuracy, conformance with Municipal ordinances, and likely impact upon the natural and cultural resources on the property. The following information shall be required:

1. Complete current perimeter boundary survey of the property to be subdivided or developed prepared by a registered surveyor, showing all courses, distances, and area and tie-ins to all adjacent intersections.

2. A vertical aerial photograph enlarged to a scale not less detailed than one inch equals 400 feet, with the site boundaries clearly marked.

3. Natural features, including:
    a. Contour lines at intervals of not more than two feet. (Ten-foot intervals are permissible beyond the parcel boundaries, interpolated from USGS published maps.) Contour lines shall be based on information derived from a topographic survey for the property, evidence of which shall be submitted, including the date and source of the contours. Datum to which contour elevations refer and references to known, established benchmarks and elevations shall be included on the plan.
    b. Steep slopes in the following ranges: 15% to 25%, 25% and greater. The location of these slopes shall be graphically depicted by category on the plan. Slope shall be measured over three or more two-foot contour intervals.
    c. Areas within the floodway, flood fringe, and approximated floodplain.
    d. Watercourses, either continuous or intermittent and named or unnamed, and lakes, ponds or other water features as depicted on the USGS Quadrangle Map, most current edition.
    e. Wetlands and wetland margins.
    f. Riparian buffers.
    g. Soil types and their boundaries, as mapped by the USDA Natural Resource Conservation Service, including a table listing the soil characteristics pertaining to suitability for construction and, in un-sewered areas, for septic suitability. Alluvial and hydric soils shall specifically be depicted on the plan.

h. Existing vegetation, denoted by type, including woodlands, hedgerows, tree masses, tree lines, individual freestanding trees over six inches DBH, wetland vegetation, pasture or croplands, orchards, permanent grass land, old fields, and any other notable vegetative features on the site. Vegetative types shall be described by plant community, relative age, and condition.
i. Any identified Pennsylvania Natural Diversity Inventory (PNDI) site conflicts.
j. Geologic formations on the tract, including rock outcroppings, cliffs, sinkholes, and fault lines, based on available published information or more detailed data obtained by the applicant.

4. Existing man-made features, including:
   a. Location, dimensions, and use of existing buildings and driveways.
   b. Location, names, widths, center line courses, paving widths, identification numbers, and rights-of-way, of existing streets and alleys.
   c. Location of trails that have been in public use (pedestrian, equestrian, bicycle, etc.).
   d. Location and size of existing sanitary sewage facilities.
   e. Location and size of drainage facilities.
   f. Location of water supply facilities, including wellhead protection areas.
   g. Any easements, deed restrictions, rights-of-way, or any other encumbrances upon the land, including location, size, and ownership.
   h. Site features or conditions such as hazardous waste, dumps, underground tanks, active and abandoned wells, quarries, landfills, sandmounds, and artificial land conditions.

5. Total acreage of the tract, the adjusted tract area, where applicable, and the constrained land area with detailed supporting calculations.

C. Stormwater Management System Concept Plan. A written and graphic concept plan of the proposed post-development stormwater management system shall be prepared and include:
   1. Preliminary selection and location of proposed structural stormwater controls;
   2. Location of existing and proposed conveyance systems such as grass channels, swales, and storm drains;
   3. Location of floodplain/floodway limits;
   4. Relationship of site to upstream and downstream properties and drainages.
   5. Preliminary location of proposed stream channel modifications, such as bridge or culvert crossings.

D. Consultation Meeting. Prior to any stormwater management permit application submission, the land owner or developer shall meet with the Municipality for a consultation meeting on a concept plan for the post-development stormwater management system to be utilized in the proposed project. This consultation meeting shall take place at the time of the preliminary plan or other early step in the development process. The purpose of this meeting is to discuss the post-development stormwater

management measures necessary for the proposed project, as well as to discuss and assess constraints, opportunities and potential ideas for stormwater management designs before the formal site design engineering is commenced.

E. All proposed Regulated Activities within a protected watershed shall utilize, to the maximum extent possible, Low Impact Development Practices as contained in Appendix B.

1. SWM Plan and Report shall address the following:
    a. Design using nonstructural BMPs
        i. Lot configuration and clustering.
            (a) Reduced individual lot impacts by concentrated/clustered uses and lots
            (b) Lots/development configured to avoid critical natural areas
            (c) Lots/development configured to take advantage of effective mitigative stormwater practices
            (d) Lots/development configured to fit natural topography

        ii. Minimum disturbance
            (a) Define disturbance zones (excavation/grading) for the site and individual lots to protect maximum total site area from disturbance
            (b) Barriers/flagging proposed to protect designated non-disturbance areas
            (c) Considered mitigative practices for minimal disturbance areas (e.g., Soil Restoration)
            (d) Considered re-forestation and re-vegetation opportunities

        iii. Reduce Impervious coverage
            (a) Reduced road width
            (b) Reduced driveway lengths and widths
            (c) Reduced parking ratios and sizes
            (d) Utilized porous surfaces for applicable features

        iv. Stormwater disconnected from impervious area
            (a) Disconnected drives/walkways/small impervious areas to natural areas
            (b) Use rain barrels and/or cisterns for lot irrigation

    b. Apply structural BMP selection process that meets runoff quantity and quality needs.
        i. Manage close to source with collection with conveyance minimized
        ii. Consistent with site factors (e.g., soils, slope, available space, amount of sensitive areas, pollutant removal needs)

iii. Minimize footprint and integrate into already disturbed areas/other building program components (e.g., recharge beneath parking areas, vegetated roofs)
iv. Consider other benefits such as aesthetic, habitat, recreational and educational benefits
v. BMP's select based on maintenance needs that fit owner/users
vi. BMP's sustainable using a long-term maintenance plan

Section 501. Design Criteria for Stormwater Management & Drainage Facilities

A. General Design Guidelines:

1. Stormwater shall not be transferred from one watershed to another, unless (1) the watersheds are sub-watersheds of a common watershed which join together within the perimeter of the property; (2) the effect of the transfer does not alter the peak rate discharge onto adjacent lands; or (3) easements from the affected landowner(s) are provided.

2. Consideration shall be given to the relationship of the subject property to the drainage pattern of the watershed. A concentrated discharge of stormwater to an adjacent property shall be within an existing watercourse or confined in an easement or returned to a pre-development flow type condition.

3. Innovative stormwater BMPs and recharge facilities are encouraged (e.g., rooftop storage, drywells, cisterns, recreation area ponding, diversion structures, porous pavements, holding tanks, infiltration systems, in-line storage in storm sewers, and grading patterns). They shall be located, designed, and constructed in accordance with the latest technical guidance published by PADEP, provided they are accompanied by detailed engineering plans and performance capabilities and supporting site specific soils, geology, runoff and groundwater and infiltration rate data to verify proposed designs. Additional guidance from other sources may be accepted at the discretion of the Municipal Engineer (a pre-application meeting is suggested).

4. All existing and natural watercourses, channels, drainage systems and areas of surface water concentration shall be maintained in their existing condition unless an alteration is approved by the appropriate regulatory agency.

5. The design of all stormwater management facilities shall incorporate sound engineering principles and practices. The Municipality shall reserve the right to disapprove any design that would result in the continuation or exacerbation of a documented adverse hydrologic or hydraulic condition within the watershed, as identified in the Plan.

6. The design and construction of multiple use stormwater detention facilities are strongly encouraged. In addition to stormwater management, facilities should, where appropriate, allow for recreational uses including ball fields, play areas, picnic grounds, etc. Consultation with the Municipality, and prior approval are required before design. Provision for permanent wet ponds with stormwater management capabilities may also be appropriate.

a. Multiple use basins should be constructed so that potentially dangerous conditions are not created.
b. Water quality basins or recharge basins that are designed for a slow release of water or other extended detention ponds are not permitted for recreational uses, unless the ponded areas are clearly separated and secure.

7. Should any stormwater management facility require a dam safety permit under PADEP Chapter 105, the facility shall be designed in accordance with Chapter 105 and meet the regulations of Chapter 105 concerning dam safety.

Section 502. Calculation Methodology

A. All calculations shall be consistent with the guidelines set forth in the BMP Manual, as amended herein.

B. Stormwater runoff from all development sites shall be calculated using either the Rational Method or the NRCS Rainfall-Runoff Methodology. Other methods shall be selected by the design professional based on the individual limitations and suitability of each method for a particular site and approved by the Municipal Engineer.

C. Rainfall Values:

1. Rational Method – The Pennsylvania Department of Transportation Drainage Manual, Intensity-Duration-Frequency Curves, Publication 584, Chapter 7A, latest edition, shall be used in conjunction with the appropriate time of concentration and return period.

2. NRCS Rainfall-Runoff Method – The Soil Conservation Service Type II, 24-hour rainfall distribution shall be used in conjunction with rainfall depths from NOAA Atlas 14 or be consistent with the following table:

Return Interval (Year)	24-hour Rainfall Total (inches)
1	2.02
2	2.41
10	3.38
25	4.00
50	4.50
100	5.03

D. Runoff Volume:

1. Rational Method – Not to be used to calculate runoff volume.

2. NRCS Rainfall-Runoff Method – This method shall be used to estimate the change in volume due to Regulated Activities. Combining Curve Numbers for land areas proposed for development with Curve Numbers for areas unaffected by the proposed development into a single weighted curve number is NOT acceptable.

E. Peak Flow Rates:

1. Rational Method – This method may be used for design of conveyance facilities only. Extreme caution should be used by the design professional if the watershed has more then one main drainage channel, if the watershed is divided so that hydrologic properties are significantly different in one versus the other, if the time of concentration exceeds 60 minutes, or if stormwater runoff volume is an important factor. The combination of Rational Method hydrographs based on timing shall be prohibited.

2. NRCS Rainfall-Runoff Method – This method is recommended for design of stormwater management facilities and where stormwater runoff volume must be taken into consideration. The following provides guidance on the model applicability:

   a. NRCS's TR-55 – limited to 100 acres in size
   b. NRCS's TR-20, WinTR-20, WinTR-55,HEC-HMS – no watershed size limitations
   c. Other models as pre-approved by the Municipal Engineer

   The NRCS antecedent runoff condition II (ARC II, previously AMC II) must be used for all simulations. The use of continuous simulation models that vary the ARC are not permitted for stormwater management purposes.

3. For comparison of peak flow rates, flows shall be rounded to a tenth of a cubic foot per second (cfs).

F. Runoff Coefficients:

1. Rational Method – Use Table C-1 (Appendix C).

2. NRCS Rainfall-Runoff Method – Use Table C-2 (Appendix C). Curve Numbers (CN) should be rounded to tenths for use in hydrologic models as they are a design tool with statistical variability. For large sites, CN's should realistically be rounded to the nearest whole number.

3. For the purposes of pre-development peak flow rate and volume determination, existing non-forested pervious areas conditions shall be considered as meadow (good condition).

4. For the purposes of pre-development peak flow rate and volume determination, 20 percent of existing impervious area, when present, shall be considered meadow (good condition).

G. Design Storm:

1. All stormwater management facilities shall be verified by routing the proposed 1-year, 2-year, 10-year, 25-year, 50-year, and 100-year hydrographs through the facility using the storage indication method or modified puls method. The design storm hydrograph shall be computed using a calculation method that produces a full hydrograph.

2. The stormwater management and drainage system shall be designed to safely convey the post development 100-year storm event to stormwater detention facilities, for the purpose of meeting peak rate control.

3. All structures (culvert or bridges) proposed to convey runoff under a Municipal road shall be designed to pass the 50-year design storm with a minimum 1 foot of freeboard measured below the lowest point along the top of the roadway.

H. Time of Concentration:

1. The Time of Concentration is to represent the average condition that best reflects the hydrologic response of the area. The following Time of Concentration (T_c) computational methodologies shall be used unless another method is pre-approved by the Municipal Engineer:

   a. Pre-development – NRCS's Lag Equation:

      Time of Concentration = T_c = [(T_{lag}/.6) * 60] (minutes)

      $$T_{lag} = L^{0.8} \frac{(S+1)^{0.7}}{1900\sqrt{Y}}$$

      Where:
      T_{lag} = Lag time (hours)
      L = Hydraulic length of watershed (feet)
      Y = Average overland slope of watershed (percent)
      S = Maximum retention in watershed as defined by: S = [(1000/CN) – 10]
      CN = NRCS Curve Number for watershed

   b. Post-development; commercial, industrial, or other areas with large impervious areas (>20% impervious area) – NRCS Segmental Method. The length of sheet flow shall be limited to 100 feet. T_c for channel and pipe flow shall be computed using Manning's equation.

c. Post-development; residential, cluster, or other low impact designs less than or equal to 20% impervious area – NRCS Lag Equation or NRCS Segmental Method.

2. Additionally, the following provisions shall apply to calculations for Time of Concentration:

   a. The post-development T_c shall never be greater that the pre-development T_c for any watershed or sub-watershed. This includes when the designer has specifically used swales to reduce flow velocities. In the event that the designer believes that the post-development T_c is greater, it will still be set by default equal to the pre-development T_c for modeling purposes.
   b. The minimum T_c for any watershed shall be 5 minutes.
   c. The designer may choose to assume a 5 minute T_c for any post development watershed or subwatershed without providing any computations.
   d. The designer must provide computations for all pre-development T_c paths. A 5 minute T_c cannot be assumed for pre-development.
   e. Undetained fringe areas (areas that are not tributary to a stormwater facility but where a reasonable effort has been made to convey runoff from all new impervious coverage to best management practices) may be assumed to represent the pre-development conditions for purpose of T_c calculation.

I. Drainage areas tributary to sinkholes or closed depressions in areas underlain by limestone or carbonate geologic features shall be excluded from the modeled point of analysis defining pre-development flows. If left undisturbed during construction activities, areas draining to closed depressions may also be used to reduce peak runoff rates in the post-development analysis. New, additional contributing runoff should not be directed to existing sinkholes or closed depressions.

J. Where uniform flow is anticipated, the Manning's equation shall be used for hydraulic computations and to determine the capacity of open channels, pipes, and storm sewers. The Manning's equation should not be used for analysis of pipes under pressure flow or for analysis of culverts. Manning's "n" values shall be obtained from PENNDOT's Drainage Manual, Publication 584. Inlet control shall be checked at all inlet boxes to ensure the headwater depth during the 10-year design event is contained below the top of grate for each inlet box.

K. The Municipality has the authority to require that computed existing runoff rates be reconciled with field observations, conditions and site history. If the designer can substantiate, through actual physical calibration, that more appropriate runoff and time of concentration values should be utilized at a particular site, then appropriate variations may be made upon review and recommendation of the Municipality.

ARTICLE VI - SWM SITE PLAN & REPORT REQUIREMENTS

Section 601. General Requirements

For any of the activities regulated by this Ordinance and not eligible for the exemptions provided in Section 302, the final approval of subdivision and/or land development plans, the issuance of any building or occupancy permit, or the commencement of any land disturbance activity, may not proceed until the Applicant has received written approval of a SWM Site Plan from the Municipality.

Section 602. SWM Site Plan & Report Contents

The SWM Site Plan & SWM Site Report shall consist of all applicable calculations, maps, and plans. All SWM Site Plan materials shall be submitted to the Municipality in a format that is clear, concise, legible, neat and well organized; otherwise, the SWM Site Plan shall be rejected.

Appropriate sections from the Municipal Subdivision and Land Development Ordinance, and other applicable local ordinances, shall be followed in preparing the SWM Site Plan.

A. SWM Site Plan shall include, but not be limited to:

1. Plans shall be of one size and in a form that meets the requirements for recording in the Office of the Recorder of Deeds of Butler County.
    a. Plans for tracts of less than 20 acres shall be drawn at a scale of one inch equals no more than 50 ft.;
    b. Plans for tracts of 20 acres or more, plans shall be drawn at a scale of one inch equals no more than 100 ft;
    c. Lettering shall be drawn to a size to be legible if the plans are reduced to ½ size.

2. The name of the development; name and location address of the property site; name, address, and telephone number of the Applicant/Owner of the property; and name, address, telephone number, email address, and engineering seal of the individual preparing the SWM Site Plan.

3. The date of submission and dates of all revisions.

4. A graphical and written scale on all drawings and maps.

5. A north arrow on all drawings and maps.

6. A location map at a minimum scale of one (1) inch equals one-thousand (1,000) feet and illustrates the project relative to highways, municipalities or other identifiable landmarks.

7. Metes and bounds description of the entire tract perimeter.

8. Existing and final contours at intervals:

a. Slopes less than 5%: no greater than one (1) foot;
b. Slopes between 5 and 15%: no greater than two (2) feet;
c. Steep slopes (greater than 15%), 5-foot contour intervals may be used.

9. Perimeters of existing waterbodies within the project area including stream banks, lakes, ponds, springs, field delineated wetlands or other bodies of water, sinkholes, flood hazard boundaries (FEMA delineated floodplains and floodways), areas of natural vegetation to be preserved, the total extent of the upstream area draining through the site, and overland drainage paths. In Addition, any areas necessary to determine downstream impacts, where required for proposed stormwater management facilities must be shown.

10. The location of all existing and proposed utilities, on-lot wastewater facilities, water supply wells, sanitary sewers, and water lines on and within fifty (50) feet of property lines including inlets, manholes, valves, meters, poles, chambers, junction boxes, and other utility system components.

11. A key map showing all existing man-made features beyond the property boundary that may be affected by the project.

12. Soil names and boundaries with identification of the Hydraulic Soil Group classification including rock outcroppings.

13. Proposed impervious surfaces (structures, roads, paved areas, and buildings), including plans and profiles of roads and paved areas and floor elevations of buildings.

14. Existing and proposed land use(s).

15. Horizontal alignment, vertical profiles, and cross sections of all open channels, pipes, swales and other BMPs.

16. The location and clear identification of the nature of permanent stormwater BMPs.

17. The location of all erosion and sedimentation control facilities, shown on a separate from the SWM Site Plan (typically an E&S Plan).

18. A minimum twenty (20) foot wide access easement around all stormwater management facilities that would provide ingress to and egress from a public right-of-way. In lieu of providing an easement to the public right-of-way, a note may be added to the plan granting the Municipality or their designees access to all easements via the nearest public right-of-way.

19. Construction details for all drainage and stormwater BMPs.

20. Construction sequence.

21. Identification of short-term and long-term ownership, operations, and maintenance responsibilities.

22. Notes and Statements:

    a. A statement, signed by the landowner, acknowledging that the stormwater BMPs are fixtures that cannot be altered or removed without prior approval by the Municipality.
    b. A statement referencing the Operation and Maintenance (O&M) Agreement and stating that the O&M Agreement is part of the SWM Site Plan.
    c. A note indicating that Record Drawings will be provided for all stormwater facilities prior to occupancy, or the release of the surety bond.
    d. The following signature block for the registered professional preparing the Stormwater Management Plan:

        "I, _____, hereby certify that the Stormwater Management Plan meets all design standards and criteria of the Harmony Borough's Stormwater Management Ordinance."

    e. The following signature block for the Municipal Engineer reviewing the Stormwater Management Plan:

        "I, _____, have reviewed this Stormwater Management Plan in accordance with the Design Standards and Criteria of the Harmony Borough's Stormwater Management Ordinance."

B. SWM Site Report shall include (but not limited to):

1. General data including:
    a. Project Name
    b. Project location - address of the property site
    c. Name, address, and telephone number of the Applicant/Owner of the property;
    d. Name, address, telephone number, email address, and engineering seal of the individual preparing the SWM Site Report;
    e. Date of submission and revisions.

2. Project description narrative that clearly discusses the project and provides the following information, where applicable:
    a. Narrative

- Statement of the regulated activity describing what is being proposed. Overall stormwater management concept with description of permanent stormwater management techniques, including construction specifications and materials to be used for stormwater management facilities.
- Expected project schedule
- Location map showing the project site and its location relative to release rate districts.
- Detailed description of the existing site conditions including a site evaluation completed for projects proposed in areas of carbonate geology or karst topography, and other environmentally sensitive areas such as brownfields.
- Total site area – pre and post, which must be equal or have an explanation as to why it is not
- Total site impervious area
- Total off-site areas
- Number and description of stormwater management facilities
- Type of development
- Pre-development land use
- Whether site is a water quality sensitive (WQS) development
- Whether site is in a defined sensitive area
- Types of water quality and recharge systems used, if applicable
- Complete hydrologic, hydraulic, and structural computations for all stormwater management facilities.
- A written maintenance plan for all stormwater features including detention facilities and other stormwater management elements.
- Identification of ownership and maintenance responsibility for all permanent stormwater management facilities.
- Other pertinent information, as required

b. Summary Tables
- Pre-development Hydrologic soil group (HSG) assumptions, curve numbers (CN), Computation of average slope, hydraulic length, computed time of concentration
- Existing conditions runoff volume & peak rate of runoff
- Post-development runoff volume & peak rate of runoff
- Undetained areas, areas to ponds
- Land use for each subarea
- Hydrologic soil group (HSG) assumptions, curve numbers (CN)
- Time of concentration computed for each subarea
- Post-development peak rate of runoff routed to ponds and out
- Pond maximum return period design data including: maximum water surface elevation, berm elevation, and emergency spillway elevation
- Water quality depth and volume requirements

c. Calculations

- Complete hydrologic, hydraulic and structural computations, calculations, assumptions, and criteria for the design of all stormwater BMPs.
- Details of the berm embankment and outlet structure indicating the embankment top elevation, embankment side slopes, top width of embankment, emergency spillway elevation, perforated riser dimensions, pipe barrel dimensions and dimensions and spacing of antiseep collars.
- Design computations for the control structures (pipe barrel and riser, etc).
- A plot or table of the stage-storage (volume vs. elevation) and all supporting computations.
- Routing computations.

d. Drawings
   - Drainage area maps for all watersheds and inlets depicting the time of concentration path for both existing conditions and post developed condition.
   - All stormwater management facilities must be located on a plan and described in detail including easements and buffers boundaries.

3. Reports that do not clearly indicate the above information may be rejected for review by the Municipality and will be returned to the applicant.

4. Description of, justification, and actual field results for infiltration testing with respect to the type of test and test location for the design of infiltration BMPs.

5. The effect of the project (in terms of runoff volumes, water quality, and peak flows) on surrounding properties and aquatic features and on any existing municipal stormwater collection system that may receive runoff from the project site.

6. Description of the proposed changes to the land surface and vegetative cover including the type and amount of impervious area to be added.

7. Identification of short-term and long-term ownership, operation, and maintenance responsibilities as well as schedules and costs for inspection and maintenance activities for each permanent stormwater or drainage BMP, including provisions for permanent access or maintenance easements.

C. Supplemental information to be provided prior to recording of the SWM Site Plan, as applicable:

1. Signed and executed Operations and Maintenance Agreement (Appendix A).
2. Signed and executed easements, as required for all on-site and off-site work.

3. An Erosion and Sedimentation Control Plan & approval letter from the Butler County Conservation District.
4. A NPDES Permit.
5. Permits from PADEP and ACOE.
6. Geologic Assessment.
7. Soils investigation report, including boring logs, compaction requirements, and recommendations for construction of detention basins.
8. A Highway Occupancy Permit from PENNDOT when utilization of a PENNDOT storm drainage system is proposed or when proposed facilities would encroach onto a PENNDOT right-of-way.

Section 603. SWM Site Plan & Report Submission

A. The Applicant shall submit the SWM Site Plan & Report for the Regulated Activity.

B. Five (5) copies of the SWM Site Plan & Report shall be submitted and be distributed as follows:

1. Two (2) copies to the Municipality accompanied by the requisite executed Review Fee Reimbursement Agreement, as specified in this Ordinance
2. One (1) copy to the Municipal Engineer

C. Additional copies shall be submitted as requested by the Municipality or PADEP.

Section 604. SWM Site Plan & Report Review

A. The Municipality shall require receipt of a complete SWM Site Plan & Report as specified in this Ordinance. The Municipality shall review the SWM Site Plan & Report for consistency with the purposes, requirements, and intent of this Ordinance.

B. The Municipality shall not approve any SWM Site Plan & Report that is deficient in meeting the requirements of this Ordinance. At its sole discretion and in accordance with this Article, when a SWM Site Plan & Report is found to be deficient, the Municipality may disapprove the submission and require a resubmission, or in the case of minor deficiencies, the Municipality may accept submission of modifications.

C. The Municipality shall notify the Applicant in writing within forty-five (45) calendar days whether the SWM Site Plan & Report is approved or disapproved if the SWM Site Plan & Report is not part of a Subdivision or Land Development Plan. If the SWM Site Plan & Report involves a Subdivision or Land Development Plan, the timing shall following the Subdivision and Land Development process according to the Municipalities Planning Code.

D. The Municipal Building Permit Office shall not issue a building permit for any Regulated Activity if the SWM Site Plan & Report has been found to be inconsistent with this

Ordinance, as determined by the Municipality. All required permits from PADEP must be obtained prior to issuance of a building permit.

Section 605. Modification of Plans

A. A modification to a submitted SWM Site Plan & Report for a development site that involves a change in stormwater management facilities or techniques, or that involves the relocation or re-design of stormwater management facilities, or that is necessary because soil or other conditions are not as stated on the SWM Site Plan as determined by the Municipality, shall require a resubmission of the modified SWM Site Plan in accordance with this Ordinance.

Section 606. Resubmission of Disapproved SWM Site Plan & Report

A. A disapproved SWM Site Plan & Report may be resubmitted with the revisions addressing the Municipality's concerns documented in writing, to the Municipality in accordance with this Ordinance. The applicable Municipal Review Fee must accompany a resubmission of a disapproved SWM Site Plan & Report.

Section 607. Authorization to Construct and Term of Validity

A. The Municipality's approval of a SWM Site Plan & Report authorizes the Regulated Activities contained in the SWM Site Plan for a maximum term of validity of five (5) years following the date of approval. The Municipality may specify a term of validity shorter than five (5) years in the approval for any specific SWM Site Plan. Terms of validity shall commence on the date the Municipality signs the approval for a SWM Site Plan. If stormwater management facilities included in the approved SWM Site Plan have not been constructed, or if an Record Drawing of these facilities has not been approved within this time, then the Municipality may consider the SWM Site Plan disapproved and may revoke any and all permits or approvals.

Section 608. Record Drawings, Completion Certificate and Final Inspection

A. The Applicant shall be responsible for providing Record Drawings of all stormwater BMPs included in the approved SWM Site Plan. The Record Drawing and an explanation of any discrepancies with the approved SWM Site Plan shall be submitted to the Municipality as a prerequisite for the release of the guarantee or issuance of an occupancy permit.

B. The Record Drawing shall include a certification of completion signed by a Qualified Professional verifying that all permanent stormwater BMPs have been constructed according to the approved SWM Site Plan & Report.
   1. Drawings shall show all approved revisions and elevations and inverts to all manholes, inlets, pipes, and stormwater control facilities.
   2. Submission shall include a comparison of the constructed stage-storage (volume vs. elevation) of all above ground and below ground stormwater storage facilities to the approved design.

C. After receipt of the Record Drawing and certification of completion by the Municipality, the Municipality may conduct a final inspection.

Section 701. Easements

A. Easements shall be established to accommodate the existence of drainageways.

B. Where a tract is traversed by a watercourse, drainage-way, channel or stream, there shall be provided an easement paralleling the line of such watercourse, drainage-way, channel or stream with a width adequate to preserve the unimpeded flow of natural drainage in the 100-year floodplain.

C. Easements shall be established for all on-site stormwater management or drainage facilities, including but not limited to: detention facilitates (above or below ground), infiltration facilities, all stormwater BMPs, drainage swales, and drainage facilities (inlets, manholes, pipes, etc.).

D. Easements are required for all areas used for off-site stormwater control.

E. All easements shall be a minimum of 20 feet wide and shall encompass the 100-year surface elevation of the proposed stormwater facility.

F. Easements shall provide ingress to, and egress from, a public right-of-way. In lieu of providing an easement to the public right-of-way, a note may be added to the plan granting the Municipality or their designees access to all easements via the nearest public right-of-way able for vehicle ingress and egress on grades of less than 10% for carrying out inspection or maintenance activities.

G. Where possible, easements shall be centered on side and/or rear lot lines.

H. Nothing shall be planted or placed within the easement which would adversely affect the function of the easement, or conflict with any conditions associated with such easement.

I. All easement agreements shall be recorded with a reference to the recorded easement indicated on the site plan. The format and content of the easement agreement shall be reviewed and approved by the Municipal Engineer and Solicitor.

ARTICLE VIII - MAINTENANCE RESPONSIBILITIES

Section 801. Financial Guarantee

A. The Applicant shall provide a Financial Guarantee to the Municipality for the timely installation and proper construction of all stormwater management controls as required by the approved SWM Site Plan and this Ordinance, equal to 110% of the full construction cost of the required controls in accordance with the Municipalities Planning Code.

B. At the completion of the project and as a prerequisite for the release of the Financial Guarantee, the Applicant shall:

1. Provide a certification of completion from an engineer, architect, surveyor or other qualified person, verifying that all permanent facilities have been constructed according to the SWM Site Plan & Report and approved revisions thereto.

2. Provide a set of Record Drawings.

3. Request a final inspection from the Municipality to certify compliance with this Ordinance, after receipt of the certification of completion and Record Drawings by the Municipality.

Section 802. Maintenance Responsibilities

A. The SWM Site Plan & Report for the project site shall describe the future operation and maintenance responsibilities. The operation and maintenance description shall outline required routine maintenance actions and schedules necessary to ensure proper operation of the stormwater control facilities.

B. The SWM Site Plan & Report for the project site shall establish responsibilities for the continuing operating and maintenance of all proposed stormwater control facilities, consistent with the following principals:

1. If a development consists of structures or lots that are to be separately owned and in which streets, sewers, and other public improvements are to be dedicated to the Municipality, stormwater control facilities/BMPs may also be dedicated to and maintained by the Municipality.

2. If a development site is to be maintained in a single ownership or if sewers and other public improvements are to be privately owned and maintained, then the ownership and maintenance of stormwater control facilities/BMPs shall be the responsibility of the owner or private management entity.

3. Facilities, areas, or structures used as stormwater BMPs shall be enumerated as permanent real estate appurtenances and recorded as deed restrictions or easements that run with the land.

4. The SWM Site Plan & Report shall be recorded as a restrictive deed covenant that runs with the land.

5. The Municipality may take enforcement actions against an Applicant for failure to satisfy any provision of this Ordinance.

C. The Municipality, upon recommendation of the Municipal Engineer, shall make the final determination on the continuing maintenance responsibilities prior to final approval of the SWM Site Plan & Report. The Municipality may require a dedication of such facilities as part of the requirements for approval of the SWM Site Plan. Such a requirement is not an indication that the Municipality will accept the facilities. The Municipality reserves the right to accept or reject the ownership and operating responsibility for any portion of the stormwater management controls.

D. If the Municipality accepts ownership of stormwater BMPs, the Municipality may, at its discretion, require a fee from the Applicant to the Municipality to offset the future cost of inspections, operations, and maintenance.

E. It shall be unlawful to alter or remove any permanent stormwater BMP required by an approved SWM Site Plan, or to allow the property to remain in a condition, which does not conform to an approved SWM Site Plan, unless the Municipality grants an exception in writing.

Section 803. Maintenance Agreement for Privately Owned Stormwater Facilities

A. Prior to final approval of the SWM Site Plan & Report, the Applicant shall sign the Operation and Maintenance (O&M) Agreement (Appendix A) covering all stormwater control facilities that are to be privately owned. The Operation and Maintenance (O&M) Agreement shall be recorded with the SWM Site Plan and made a part hereto.

B. Other items may be included in the Operation and Maintenance (O&M) Agreement where determined necessary to guarantee the satisfactory operation and maintenance of all BMP facilities. The Operation and Maintenance (O&M) Agreement shall be subject to the review and approval of the Municipality and the Municipal Solicitor.

C. The owner is responsible for operation and maintenance of the stormwater BMPs. If the owner fails to adhere to the Operation and Maintenance (O&M) Agreement, the Municipality may perform the services required and charge the owner appropriate fees. Non-payment of fees may result in a lien against the property.

ARTICLE IX- INSPECTIONS

Section 901. Schedule of Inspections

A. PADEP or its designees normally ensure compliance with any permits issued, including those for stormwater management. In addition to PADEP compliance programs, the Municipality or their municipal assignee may inspect all phases of the installation of temporary or permanent stormwater management facilities.

B. During any stage of Earth Disturbance Activities, if the Municipality determines that the stormwater management facilities are not being installed in accordance with the approved SWM Site Plan, the Municipality shall revoke any existing permits or approvals until a revised SWM Site Plan is submitted and approved as specified in this Ordinance.

C. Stormwater BMPs shall be inspected by the landowner, or the landowner's designee according to the inspection schedule described on the SWM Site Plan for each BMP.

1. The Municipality may require copies of the inspection reports, in a form as stipulated by the Municipality.

2. If such inspections are not conducted or inspection reports not submitted as scheduled, the Municipality, or their designee, may conduct such inspections and charge the owner appropriate fees. Non-payment of fees may result in a lien against the property.

    a. Prior to conducting such inspections, the Municipality shall inform the owner of its intent to conduct such inspections. The owner shall be given thirty (30) days to conduct required inspections and submit the required inspection reports to the Municipality.

Section 902. Right-of-Entry

A. Upon presentation of proper credentials, duly authorized representatives of the Municipality may enter at reasonable times, upon any property within the Municipality, to inspect the implementation, condition, or operations and maintenance of the stormwater BMPs in regard to any aspect governed by this Ordinance.

B. Stormwater BMP owners and operators shall allow persons working on behalf of the Municipality ready access to all parts of the premises for the purposes of determining compliance with this Ordinance.

C. Persons working on behalf of the Municipality shall have the right to temporarily locate on any stormwater BMP in the Municipality such devices, as are necessary, to conduct monitoring and/or sampling of the discharges from such stormwater BMP.

D. Unreasonable delay in allowing the Municipality access to a stormwater BMP is a violation of this Ordinance.

ARTICLE X - ENFORCEMENT AND PENALTIES

Section 1001. Notification

A. In the event that a person fails to comply with the requirements of this Ordinance, an approved SWM Site Plan, or fails to conform to the requirements of any permit or approval issued hereunder, the Municipality shall provide written notification of the violation. Such notification shall set forth the nature of the violation(s) and establish a time limit for correction of these violation(s).

B. Failure to comply within the time specified shall subject such person to the Penalties Provisions of this Ordinance. All such penalties shall be deemed cumulative and shall not prevent the Municipality from pursuing any and all other remedies. It shall be the responsibility of the owner of the real property on which any Regulated Activity is proposed to occur, is occurring, or has occurred, to comply with the terms and conditions of this Ordinance.

Section 1002. Enforcement

A. The municipal governing body is hereby authorized and directed to enforce all of the provisions of this Ordinance. The approved SWM Site Plan shall be on file at the project site throughout the duration of the construction activity. The Municipality or their designee may make periodic inspections during construction.

B. Adherence to Approved SWM Site Plan

1. It shall be unlawful for any person, firm, or corporation to undertake any Regulated Activity on any property except as provided for by an approved SWM Site Plan and pursuant to the requirements of this Ordinance.

2. It shall be unlawful to alter or remove any control structure required by the SWM Site Plan pursuant to this Ordinance.

3. It shall be unlawful to allow a property to remain in a condition that does not conform to an approved SWM Site Plan.

Section 1003. Public Nuisance

A. A violation of any provision of this Ordinance is hereby deemed a Public Nuisance.

B. Each day that a violation continues shall constitute a separate violation.

Section 1004. Suspension and Revocation

A. Any approval or permit issued by the Municipality may be suspended or revoked for:

1. Non-compliance with or failure to implement any provision of the approved SWM Site Plan or Operation & Maintenance (O&M) Agreement.

2. A violation of any provision of this Ordinance or any other applicable law, Ordinance, rule or regulation relating to the Regulated Activity.

3. The creation of any condition or the commission of any act, during the Regulated Activity which constitutes or creates a hazard or nuisance, pollution, or which endangers the life or property of others.

B. A suspended approval or permit may be reinstated by the Municipality when:

1. The Municipality or their designee has inspected and approved the corrections to the violation(s) that caused the suspension.

2. The Municipality is satisfied that the violation(s) has been corrected.

C. An approval that has been revoked by the Municipality cannot be reinstated. The Applicant may apply for a new approval under the provisions of this Ordinance.

Section 1005. Penalties

[Municipalities should ask their solicitors to provide appropriate wording for this section.]

A. Anyone violating the provisions of this Ordinance shall be guilty of a summary offense and upon conviction, shall be subject to a fine of not more than $ ____ for each violation, recoverable with costs. Each day that the violation continues shall be a separate offense and penalties shall be cumulative.

B. In addition, the Municipality, through its solicitor, may institute injunctive, mandamus, or any other appropriate action or proceeding at law or in equity for the enforcement of this Ordinance. Any court of competent jurisdiction shall have the right to issue restraining orders, temporary or permanent injunctions, mandamus, or other appropriate forms of remedy or relief.

Section 1006. Appeals

A. Any person aggrieved by any action of the Municipality or its designee, relevant to the provisions of this Ordinance, may appeal to the Municipality within thirty (30) days of that action.

B. Any person aggrieved by any decision of the Municipality, relevant to the provisions of this Ordinance, may appeal to the Butler County Court of Common Pleas within thirty (30) days of the Municipality's decision.

Section 1101. Prohibited Discharges and Connections

A. Any drain (including indoor drains and sinks), or conveyance whether on the surface or underground, that allows any non-stormwater discharge including sewage, process wastewater, and wash water to enter the Municipality's separate storm sewer system or Waters of the Commonwealth is prohibited.

B. Any drain or conveyance connected from a commercial or industrial land use to the Municipality's separate storm sewer system, which has not been documented in plans, maps, or equivalent records, and approved by the Municipality is prohibited.

C. No person shall allow, or cause to allow, discharges into the Municipality's separate storm sewer system or into surface Waters of the Commonwealth, which are not composed entirely of stormwater, except: (1) as provided in subsection 1301.D below, and (2) discharges allowed under a state or federal permit.

D. The following discharges are authorized unless they are determined to be significant contributors to pollution to the Waters of the Commonwealth:

-Discharges from fire fighting activities
-Potable water sources including dechlorinated water line and fire hydrant flushings
-Irrigation drainage
-Air conditioning condensate
-Springs
-Water from crawl space pumps
-Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spill material has been removed) and where detergents are not used
-Flows from riparian habitats and wetlands
-Uncontaminated water from foundations or from footing drains
-Lawn watering
-Dechlorinated swimming pool discharges
-Uncontaminated groundwater
-Water from individual residential car washing
-Routine external building washdown (which does not use detergents or other compounds)

E. In the event that the Municipality or PADEP determines that any of the discharges identified in subsection 1301.D, significantly contribute to pollution of Waters of the Commonwealth, or is so notified by PADEP, the Municipality will notify the responsible person(s) to cease the discharge.

F. Upon notice provided by the Municipality or PADEP under subsection 1301.E, the discharger will have a reasonable time, as determined by the Municipality or PADEP, to cease the discharge, consistent with the degree of pollution caused by the discharge.

G. Nothing in this Section shall affect a discharger's responsibilities under Commonwealth Law.

Section 1102. Roof Drains

A. Roof drains and sump pumps shall discharge to infiltration areas, vegetative BMPs, or pervious areas to the maximum extent practicable.

Section 1103. Alteration of BMPs

A. No person shall modify, remove, fill, landscape, or alter any existing stormwater BMP, facilities, areas, or structures unless it is part of an approved maintenance program, without the written approval of the Municipality.

B. No person shall place any structure, fill, landscaping, or vegetation into a stormwater BMP, facilities, areas, structures, or within a drainage easement which would limit or alter the functioning of the BMP without the written approval of the Municipality.

ARTICLE XII - FEES AND EXPENSES

Section 1201. General

A. The fee required by this Ordinance is the Municipal Review Fee. The Municipal Review Fee shall be established by the Municipality to defray review costs incurred by the Municipality and the Municipal Engineer. The Applicant shall pay all fees.

Section 1202. Expenses Covered by Fees

A. The fees required by this Ordinance shall, at a minimum, cover:

1. Administrative and Clerical Costs.
2. Review of the SWM Site Plan & Report by the Municipality.
3. Pre-construction meetings.
4. Inspection of stormwater management facilities/BMPs and drainage improvements during construction.
5. Final inspection upon completion of the stormwater management facilities/BMPs and drainage improvements presented in the SWM Site Plan.
6. Any additional work required to enforce any permit provisions regulated by this Ordinance, correct violations, and assure proper completion of stipulated remedial actions.

Section 1203. Recording of Approved SWM Site Plan and Related Agreements

A. The owner of any land upon which permanent BMPs will be placed, constructed, or implemented, as described in the SWM Site Plan, shall record the following documents in the Office of the Recorder of Deeds of Butler County, within (__) days of approval of the SWM Site Plan by the Municipality:

1. The SWM Site Plan.
2. Operations and Maintenance (O&M) Agreement (Appendix A).
3. Easements under Section 701.
4. Riparian buffers under Section 602.

B. The Municipality may suspend or revoke any approvals granted for the project site upon discovery of the failure of the owner to comply with this Section.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND IT IS HEREBY ORDAINED AND ENACTED BY AND WITH THE AUTHORITY OF THE SAME AS FOLLOWS:

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 5 DAY OF July, 2011.

ATTEST

Sharon McCormick
Secretary

BOROUGH OF HARMONY

By: _____
Jack Shanks
Council President

EXAMINED AND APPROVED BY ME THIS 5 DAY OF July, 2011.

Cathy Rape
Mayor

APPENDIX A - OPERATION AND MAINTENANCE AGREEMENT

OPERATION AND MAINTENANCE (O&M) AGREEMENT
STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES (SWM BMPs)

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between _____, (hereinafter the "Landowner"), and _____, Butler County, Pennsylvania, (hereinafter "Municipality");

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in the land records of Butler County, Pennsylvania, Deed Book _____ at Page _____, (hereinafter "Property").

WHEREAS, the Landowner is proceeding to build and develop the Property; and

WHEREAS, the SWM Site Plan approved by the Municipality (hereinafter referred to as the "Plan") for the property identified herein, which is attached hereto as Appendix A and made part hereof, as approved by the Municipality, provides for management of stormwater within the confines of the Property through the use of BMPs; and

WHEREAS, the Municipality, and the Landowner, his successors and assigns, agree that the health, safety, and welfare of the residents of the Municipality and the protection and maintenance of water quality require that on-site SWM BMPs be constructed and maintained on the Property; and

WHEREAS, the Municipality requires, through the implementation of the SWM Site Plan, that stormwater BMPs as required by said Plan and the Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, successors and assigns.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Landowner shall construct the BMPs in accordance with the plans and specifications identified in the SWM Site Plan.
2. The Landowner shall operate and maintain the BMPs as shown on the Plan in good working order in accordance with the specific maintenance requirements noted on the approved SWM Site Plan.
3. The Landowner hereby grants permission to the Municipality, its authorized agents, and employees, to enter upon the property, at reasonable times and upon presentation of proper credentials, to inspect the BMPs whenever necessary. Whenever possible, the Municipality shall notify the Landowner prior to entering the property.

4. In the event the Landowner fails to operate and maintain the BMPs per paragraph 2, the Municipality or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMPs. It is expressly understood and agreed that the Municipality is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality.
5. In the event the Municipality, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Municipality for all expenses (direct and indirect) incurred within ten (10) days of receipt of invoice from the Municipality.
6. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMPs by the Landowner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
7. The Landowner, its executors, administrators, assigns, and other successors in interests, shall release the Municipality from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMPs by the Landowner or Municipality.
8. The Municipality may inspect the BMPs at a minimum of once every three years to ensure their continued functioning.

This Agreement shall be recorded at the Office of the Recorder of Deeds of Butler County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, his administrators, executors, assigns, heirs and any other successors in interests, in perpetuity.

ATTEST:

WITNESS the following signatures and seals:

(SEAL)

For the Municipality:

_____

For the Landowner:

_____

ATTEST:

_____ (City, Borough, Township)

County of Butler, Pennsylvania

I, _____, a Notary Public in and for the County and State aforesaid, whose commission expires on the _____ day of _____,

20_____, do hereby certify that _____ whose name(s) is/are signed to the foregoing Agreement bearing date of the _____ day of _____, 20_____, has acknowledged the same before me in my said County and State.

GIVEN UNDER MY HAND THIS _____ day of _____, 20_____.

_____ _____

NOTARY PUBLIC **(SEAL)**

APPENDIX B – LOW IMPACT DEVELOPMENT PRACTICES

LOW IMPACT DEVELOPMENT PRACTICES
ALTERNATIVE APPROACHES FOR MANAGING STORMWATER RUNOFF

Natural hydrologic conditions may be altered radically by poorly planned development practices, such as introducing unneeded impervious surfaces, destroying existing drainage swales, constructing unnecessary storm sewers, and changing local topography. A traditional drainage approach of development has been to remove runoff from a site as quickly as possible and capture it in a detention basin. This approach leads ultimately to the degradation of water quality, as well as expenditure of additional resources for detaining and managing concentrated runoff at some downstream location.

The recommended alternative approach is to promote practices that will minimize post-development runoff rates and volumes, which will minimize needs for artificial conveyance and storage facilities. To simulate pre-development hydrologic conditions, forced infiltration is often necessary to offset the loss of infiltration by creation of impervious surfaces. The ability of the ground to infiltrate runoff depends upon the soil types and its conditions.

Preserving natural hydrologic conditions requires careful alternative site design considerations. Site design practices include preserving natural drainage features, minimizing impervious surface area, reducing the hydraulic connectivity of impervious surfaces, and protecting natural depression storage. A well-designed site will contain a mix of all those features. The following describes various techniques to achieve the alternative approaches:

- **Preserving Natural Drainage Features.** Protecting natural drainage features, particularly vegetated drainage swales and channels, is desirable because of their ability to infiltrate and attenuate flows and to filter pollutants. However, this objective is often not accomplished in land development. In fact, commonly held drainage philosophy encourages just the opposite pattern - streets and adjacent storm sewers typically are located in the natural headwater valleys and swales, thereby replacing natural drainage functions with a completely impervious system. As a result, runoff and pollutants generated from impervious surfaces flow directly into storm sewers with no opportunity for attenuation, infiltration, or filtration. Developments designed to fit site topography also minimize the amount of grading on site.

- **Protecting Natural Depression Storage Areas.** Depressional storage areas have no surface outlet, or drain very slowly following a storm event. They can be commonly seen as ponded areas in farm fields during the wet season or after large runoff events. Traditional development practices eliminate these depressions by filling or draining, thereby obliterating their ability to reduce surface runoff volumes and trap pollutants. The volume and release-rate characteristics of depressions should be protected in the design of the development site. The depressions can be protected by simply avoiding the depression or by incorporating its storage as additional capacity in required detention facilities.

- **Avoiding Introduction of Impervious Areas.** Careful site planning should consider reducing impervious coverage to the maximum extent possible. Building footprints, sidewalks, driveways, and other features producing impervious surfaces should be evaluated to minimize impacts on runoff.

- **Reducing the Hydraulic Connectivity of Impervious Surfaces.** Impervious surfaces are significantly less of a problem if they are not directly connected to an impervious conveyance system (such as storm sewer). Two basic ways to reduce hydraulic connectivity are: routing of roof runoff over lawns; and reducing the use of storm sewers. Site grading should promote increasing travel time of stormwater runoff and should help reduce concentration of runoff to a single point in the development.

- **Routing Roof Runoff Over Lawns.** Roof runoff can be easily routed over lawns in most site designs. The practice discourages direct connections of downspouts to storm sewers or parking lots. The practice also discourages sloping driveways and parking lots to the street. The routing of roof drains and crowning the driveway to allow runoff to discharge to pervious areas is desirable as the pervious area essentially acts as a filter strip.

- **Reducing the Use of Storm Sewers.** By reducing the use of storm sewers for draining streets, parking lots, and back yards, the potential for accelerating runoff from the development can be greatly reduced. The practice requires greater use of swales and may not be practical for some development sites, especially if there are concerns for areas that do not drain in a "reasonable" time. The practice requires educating local citizens and public works officials, who expect runoff to disappear shortly after a rainfall event.

- **Reducing Street Widths.** Street widths can be reduced by either eliminating on-street parking or by reducing cartway widths. Municipal planners and traffic designers should encourage narrower neighborhood streets, which ultimately could lower maintenance and maintenance related costs.

- **Limiting Sidewalks to One Side of the Street.** A sidewalk on one side of the street may suffice in low-traffic neighborhoods. The lost sidewalk could be replaced with bicycle/recreational trails that follow back-of-lot lines. Where appropriate, backyard trails should be constructed using pervious materials.

- **Using Permeable Paving Materials.** These materials include permeable interlocking concrete paving blocks or porous bituminous concrete. Such materials should be considered as alternatives to conventional pavement surfaces, especially for low use surfaces such as driveways, overflow parking lots, and emergency access roads.

- **Reducing Building Setbacks.** Reducing building setbacks reduces driveway and entry walks and is most readily accomplished along low-traffic streets where traffic noise is not a problem.

- **Constructing Cluster Developments.** Cluster developments can also reduce the amount of impervious area for a given number of lots. The biggest savings is in street length, which also will reduce costs of the development. Cluster development "clusters" the construction activity onto less-sensitive areas without substantially affecting the gross density of development.

In summary, careful consideration of the existing topography and implementation of a combination of the above mentioned techniques may avoid construction of costly stormwater control measures. Other benefits include: reduced potential of downstream flooding, reduced water quality degradation of receiving streams and water bodies, enhancement of aesthetics, and reduction of development costs. Beneficial results include: more stable baseflows in receiving streams, improved groundwater recharge, reduced flood flows, reduced pollutant loads, and reduced costs for conveyance and storage.

APPENDIX C - STORMWATER MANAGEMENT DESIGN CRITERIA

TABLE C-1 - RATIONAL METHOD RUNOFF COEFFICIENTS

Hydraulic Soil Group	Storm	A			B			C			D		
Slope Range		0-2%	2-6%	+6%	0-2%	2-6%	+6%	0-2%	2-6%	+6%	0-2%	2-6%	+6%
Cultivated Land	<25yr	0.08	0.13	0.16	0.11	0.15	0.21	0.14	0.19	0.26	0.18	0.23	0.31
	≥25yr	0.14	0.08	0.22	0.16	0.21	0.28	0.2	0.25	0.34	0.24	0.29	0.41
Pasture	<25yr	0.12	0.2	0.3	0.18	0.28	0.37	0.24	0.34	0.44	0.3	0.4	0.5
	≥25yr	0.15	0.25	0.37	0.23	0.34	0.45	0.3	0.42	0.52	0.37	0.5	0.62
Meadow	<25yr	0.10	0.16	0.25	0.14	0.22	0.3	0.2	0.28	0.36	0.24	0.3	0.4
	≥25yr	0.14	0.22	0.3	0.2	0.28	0.37	0.26	0.35	0.44	0.3	0.4	0.5
Forest	<25yr	0.05	0.08	0.11	0.08	0.11	0.14	0.1	0.13	0.16	0.12	0.16	0.2
	≥25yr	0.08	0.11	0.14	0.1	0.14	0.18	0.12	0.16	0.2	0.15	0.2	0.25
Residential													
1/8 Acre	<25yr	0.25	0.28	0.31	0.27	0.3	0.35	0.3	0.33	0.38	0.33	0.36	0.42
	≥25yr	0.33	0.37	0.4	0.35	0.39	0.44	0.38	0.42	0.49	0.41	0.45	0.54
1/4 Acre	<25yr	0.22	0.26	0.29	0.24	0.29	0.33	0.27	0.31	0.36	0.3	0.34	0.4
	≥25yr	0.3	0.34	0.37	0.33	0.37	0.42	0.36	0.4	0.47	0.38	0.42	0.52
1/3 Acre	<25yr	0.19	0.23	0.26	0.22	0.26	0.3	0.25	0.29	0.34	0.28	0.32	0.39
	≥25yr	0.28	0.32	0.35	0.3	0.35	0.39	0.33	0.38	0.45	0.36	0.4	0.5
1/2 Acre	<25yr	0.16	0.2	0.24	0.19	0.23	0.28	0.22	0.27	0.32	0.26	0.3	0.37
	≥25yr	0.25	0.29	0.32	0.28	0.32	0.36	0.31	0.35	0.42	0.34	0.38	0.48
1 Acre	<25yr	0.14	0.19	0.22	0.17	0.21	0.26	0.2	0.25	0.31	0.24	0.29	0.35
	≥25yr	0.22	0.26	0.29	0.24	0.28	0.34	0.28	0.32	0.4	0.31	0.35	0.46
Industrial	<25yr	0.67	0.68	0.68	0.68	0.68	0.69	0.68	0.69	0.69	0.69	0.69	0.7
	≥25yr	0.85	0.85	0.86	0.85	0.86	0.86	0.86	0.86	0.87	0.86	0.86	0.88
Commercial	<25yr	0.71	0.71	0.72	0.71	0.72	0.72	0.72	0.72	0.72	0.72	0.72	0.72
	≥25yr	0.88	0.88	0.89	0.89	0.89	0.89	0.89	0.89	0.9	0.89	0.89	0.9
Streets	<25yr	0.7	0.71	0.72	0.71	0.72	0.74	0.72	0.73	0.76	0.73	0.75	0.78
	≥25yr	0.76	0.77	0.79	0.8	0.82	0.84	0.84	0.85	0.89	0.89	0.91	0.95
Open Space	<25yr	0.05	0.1	0.14	0.08	0.13	0.19	0.12	0.17	0.24	0.16	0.21	0.28
	≥25yr	0.11	0.16	0.2	0.14	0.19	0.26	0.18	0.23	0.32	0.22	0.27	0.39
Parking or Impervious	<25yr	0.85	0.86	0.87	0.85	0.86	0.87	0.85	0.86	0.87	0.85	0.86	0.87
	≥25yr	0.95	0.96	0.97	0.95	0.96	0.97	0.95	0.96	0.97	0.95	0.96	0.97

Source: Rawls, W.J., S.L. Long, and R.H. McCuen, 1981. Comparison of Urban Flood Frequency Procedures. Preliminary Draft Report prepared for the Soil Conservation Service, Beltsville, Maryland.

For simplification, a designer may use 0.3 for all pervious areas and 0.95 for all impervious areas.

TABLE C-2 - RUNOFF CURVE NUMBERS (FROM NRCS (SCS) TR-55)

Runoff Curve Numbers for Urban Areas					
Cover Description		**Curve Numbers for Hydrologic Soil Groups**			
Cover Type and Hydrologic Condition	***Average Percent Impervious Area***	***A***	***B***	***C***	***D***
Fully Developed Urban Areas (Vegetation Established)					
Open Space (lawns, parks, golf courses, etc):					
Poor Condition (grass cover < 50%)		68	79	86	89
Fair Condition (grass cover 50% to 75%)		49	69	79	84
Good Condition (grass cover > 75%)		39	61	74	80
Impervious Areas:					
Paved Parking Lots, Roofs, Driveways, etc.		98	98	98	98
Streets and Roads:					
Paved: Curbed and Storm Sewers		98	98	98	98
Paved: Open Ditches		83	89	92	93
Gravel		76	85	89	91
Dirt		72	82	87	89
Urban Districts:					
Commercial and Business	85%	89	92	94	95
Industrial	72%	81	88	91	93
Residential Districts by Average Lot Size:					
1/8 Acres or less	65%	77	85	90	92
1/4 Acre	38%	61	75	83	87
1/3 Acre	30%	57	72	81	86
1/2 Acre	25%	54	70	80	85
1 Acre	20%	51	68	79	84
2 Acres	12%	46	65	77	82

Runoff Curve Numbers for Cultivated Agricultural Lands						
Cover Description			**Curve Numbers**			
Cover Type	***Treatment***	***Hydrologic Condition***	***A***	***B***	***C***	***D***
Fallow	Bare Soil	--	77	86	91	94
	Crop Residue Cover (CR)	Poor	76	85	90	93
		Good	74	83	88	90
Row Crops	Straight Row (SR)	Poor	72	81	88	91
		Good	67	78	85	89
	SR + CR	Poor	71	80	87	90
		Good	64	75	82	85
	Contoured (C)	Poor	70	79	84	88
		Good	65	75	82	86
	C + CR	Poor	69	78	83	87
		Good	64	74	81	85
	Contoured & Terraced (C & T)	Poor	66	74	80	82
		Good	62	71	78	81
	C & T + CR	Poor	65	73	79	81
		Good	61	70	77	80
Small Grain	SR	Poor	65	76	84	88
		Good	63	75	83	87
	SR + CR	Poor	64	75	83	86
		Good	60	72	80	84
	C	Poor	63	74	82	85
		Good	61	73	81	84
	C + CR	Poor	62	73	81	84
		Good	60	72	80	83
	C & T	Poor	61	72	79	82
		Good	59	70	78	81
	C & T + CR	Poor	60	71	78	81
		Good	58	69	77	80
Close Seeded or Broadcast Legumes Or Rotation Meadow	SR	Poor	66	77	85	89
		Good	58	72	81	85
	C	Poor	64	75	83	85
		Good	55	69	78	83
	C & T	Poor	63	73	80	83
		Good	51	67	76	80
Runoff Curve Numbers for Other Agricultural Lands						
Pasture, Grassland, or Range – Continuous Forage for Grazing		Poor	68	79	86	89
		Fair	49	69	79	84
		Good	39	61	74	80
Meadow – Continuous Grass, Protected from Grazing and Generally Mowed for Hay		--	30	58	71	78
Woods – Grass Combination (orchard or tree farm)		Poor	57	73	82	86

	Fair	43	65	76	82
	Good	32	58	72	79
Woods	Poor	45	66	77	83
	Fair	36	60	73	79
	Good	30	55	70	77
Farmsteads – Buildings, Lanes, Driveways and Surrounding Lots.	--	59	74	82	86

APPENDIX D – REVIEW FEE REIMBURSEMENT AGREEMENT

THIS AGREEMENT MUST BE COMPLETED AND SIGNED BY THE DEVELOPER/APPLICANT PRIOR TO SUBMISSION OF THE SUBDIVISION/LAND DEVELOPMENT APPLICATION AND PLANS, SKETCH PLANS, CONDITIONAL USE APPLICATIONS OR ANY OTHER SUBMISSION WHICH REQUIRES MUNICPAL CONSULTANT REVIEW.

REVIEW FEE REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by and between _____, (hereinafter the "Landowner"), and _____, Butler County, Pennsylvania, (hereinafter "Municipality");

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in the land records of Butler County, Pennsylvania, Deed Book _____ at Page _____, (hereinafter "Property").

WHEREAS, the Landowner is proceeding to build and develop the Property; and

WHEREAS, the Landowner has submitted a SWM Site Plan for review and approval by the Municipality (hereinafter referred to as the "Plan") for the property identified herein; and

WHEREAS, the Developer has requested and/or required the Municipality approval and/or review of its proposed plans, and the Municipality is willing to authorize its professional consultants to review said Plan and/or proposal upon execution of this agreement, and upon deposit of an escrow account according to the current Fee Schedule.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Landowner and Municipality hereby authorize and direct the Municipality's professional consultants, as defined at Section 107 of the Pennsylvania Municipalities Planning Code to review Landowner's plans or proposals to use its property, and to make such recommendations and specifications as may be necessary with respect to such plans in accordance with all applicable Municipality ordinances, and State and Federal rules and regulations.
2. The Landowner and Municipality acknowledge that the Municipality will incur costs and fees relating to the review of Landowner's plans by its professional consultants, and Landowner agrees to pay and/or reimburse the Municipality for such costs in accordance with this agreement.

3. The Landowner shall pay the professional consultant's charges and fees for the following: (a) review of any and all Stormwater Management Plans, studies, or other correspondence relating to the Landowners submission; (b) attendance at any and all meetings relating to Landowner's planl; (c) preparation of any reports, legal documents, or other correspondence relating to Landowner's plan or proposal; (d) administrative cost and incurred expenses relating to the administration of this agreement and (e) Professional Consultant's fees associated with construction activities. It is understood by the execution of this agreement that the Landowner specifically accepts the Fee Schedule currently in effect in the Municipality.

4. The Landowner hereby agrees to deposit with the Municipality the sum of _____ Dollars ($_____), payable as cash in U.S. Dollars or check drawn on a Pennsylvania bank, as security for the payment of all costs and expenses, charges and fees as set forth in Paragraph 3 above, upon execution of this agreement, which shall be held in a noninterest- bearing account by the Municipality. In the event that the above deposited escrow fund shall fall below fifty percent (50%) of the original deposit, the Landowner shall immediately, upon receipt of written notice from the Municipality or its agent(s), deposit sums with the Municipality necessary to replenish the account to its original balance. In the event that this is insufficient to pay current Municipality incurred expenses, Landowner agrees to pay the total amount currently due for Municipality incurred expenses without delay in addition to re-establishing the base escrow account balance. The Municipality will use its best efforts to advise the Landowner of the impending likelihood that its costs have exceeded the required escrow account sums as described above.

5. Landowner and Municipality agree that upon completion of the Municipality's review of Landowner's plan or proposal, all unused portions of the escrow account as described above shall be returned to the applicant upon written request to the Municipality.

6. Landowner and Municipality acknowledge that the Ordinance and appropriate fee schedules require Landowner to pay Municipality's professional consultant fees relating to this plan or project, and in the even that Landowner fails to provide sufficient funds in the above-described revolving escrow account upon fifteen (15) days written notice to the Landowner or make the initial deposit payment described above within five (5) days of the date of this agreement, Landowner shall be in default of this agreement and in violation of the above Sections of Ordinance. In the event of Landowner's default as described above, the Municipality may refuse to issue any permit or grant any approval necessary to further improve or develop the subject site until such time as the terms of this Agreement are strictly met by Landowner. Moreover, final approval or further review may be denied or delayed until such time as the terms of this agreement are strictly met by Landowner.

7. Landowner and the Municipality further agree that all fees or costs arising out of this Agreement shall be paid prior to the issuance of any permit, occupancy or otherwise, for the use, improvement or construction of the buildings as proposed on the Landowner's plan. The Landowner agrees and acknowledges that no permit, occupancy or otherwise, or recordable plans, shall be released by the Municipality until all outstanding professional consultant fees and costs are paid to the Municipality, and provided that the Landowner is not in default under this agreement.

8. The Landowner may at any time terminate all further obligations under this Agreement by giving fifteen (15) days written notice to the Municipality that it does not desire to proceed with the development as set forth on the plan and upon receipt of such written notice by the Landowner to the Municipality, the Landowner shall be liable to the Municipality for its costs and expenses incurred to the date and time of its receipt of the notice, plus the applicable administrative costs and expenses as outlined in Paragraph 3 above.
9. The Landowner and the Municipality further agree that the Municipality shall have the right and privilege to sue the Landowner or then property owner in assumpsit for reimbursement or to lien the property or both, in its sole discretion, for any expense in excess of the then current balance of funds on deposit with the Municipality in accordance with this agreement incurred by the Municipality by reason of any review, supervision and inspection of Landowner's project by its professionals including, but not limited to, the Municipality Engineer and Solicitor. The Municipality's election of its remedies under this paragraph shall not constitute a waiver of any other remedies the Municipality may have.
10. The Landowner and the Municipality acknowledge that this agreement represents their full understanding as to the Municipality's reimbursement for professional or consultant services.
11. This agreement shall be binding on and insure to the benefit of the successors and assigns of Landowner. The Municipality shall receive thirty (30) days advance written notice from Landowner of any proposed assignment of Landowner's rights and responsibilities under this Agreement.

ATTEST:

WITNESS the following signatures and seals:

(SEAL)

For the Municipality:

_____

For the Landowner:

_____

ATTEST:

_____ (City, Borough, Township)

County of Butler, Pennsylvania

I, _____, a Notary Public in and for the County and State aforesaid, whose commission expires on the _____ day of _____, 20_____, do hereby certify that _____ whose name(s) is/are signed to the foregoing Agreement bearing date of the _____ day of _____, 20_____, has acknowledged the same before me in my said County and State.

GIVEN UNDER MY HAND THIS _____ day of _____, 20_____.

NOTARY PUBLIC

(SEAL)

APPENDIX E – SMALL PROJECT SWM APPLICATION

Harmony Borough
Small Project Stormwater Management Application

Per Harmony Borough's Act 167 Stormwater Management Ordinance, an Applicant is required to submit this Small Project Application whenever Regulated Activities involving the creation of new impervious surfaces equal to, or greater than 2,500 square feet and less than 5,00 square feet. Impervious surfaces are areas that prevent the infiltration of water into the ground and shall include, but not be limited to, roofs, patios, garages, storage sheds and similar structures, and any new streets or sidewalks.

To Calculate Impervious Surfaces Please Complete This Table					
Surface Type	**Length (feet)**	**X**	**Width (feet)**	**=**	**Proposed Impervious Area**
Building (area per downspout)		x		=	
		x		=	
		x		=	
		x		=	
Driveway		x		=	
		x		=	
		x		=	
Parking Areas		x		=	
		x		=	
		x		=	
Patios/Walks		x		=	
		x		=	
		x		=	
		x		=	
Other		x		=	
		x		=	
		x		=	
Total Impervious Surface Area to be managed (sum of all areas)					

For all Regulated Activities that involve creation of new impervious surface areas EQUAL TO or GREATER than 5,000 square feet, the Applicant MUST submit a Stormwater Management Site Plan and Report as defined in Article VIII of the Ordinance and implement volume and rate controls.

If the Total Impervious Surface Area is LESS THAN 5,000 square feet, or the proposed development is a Single Family Residential Activity implementing the minimum measures in Section 302.E. read, acknowledge and sign below.

Based upon information you have provided, a Stormwater Management Site Plan and Report **IS NOT** required for this Regulated Activity. Harmony Borough may request additional information and/or a SWM Site Plan for any reason.

Applicant or Property Owner certifies that Sections 302.A., 302.B., and 302.C. have been adequately addressed and acknowledges that submission of inaccurate information may result in a stop work order or permit revocation. Acknowledgement of such is by signature below. I declare that I am the Owner or Owner's legal representative. I further acknowledge that the information provided is accurate and employees of Harmony Borough are granted access to the above described property for review and inspection as they deem necessary.

Owner **Date:**

_____ _____

APPENDIX F – RELEASE RATE MAP

ORDINANCE NO: 389

BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, ESTABLISHING A SPECIAL SCHOOL ZONE SPEED LIMITATION BEGINNING AT THE INTERSECTION OF PITTSBURGH STREET AND EAST BEAVER STREET AND CONTINUING 150 FEET IN THE WESTERN DIRECTION ON EAST BEAVER STREET IN ACCORDANCE WITH §3365(B) OF THE PENNSYLVANIA VEHICLE CODE.

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, the Pennsylvania Department of Transportation has submitted a permit and diagram for the Connoquenessing Valley Elementary School in order to establish a special school zone speed limitation.

NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND IT IS HEREBY ORDAINED AND ENACTED BY AND WITH THE SAME THAT:

SECTION 1:

In accordance with §3365(b) of the Pennsylvania Vehicle Code, the Borough Council of the Borough of Harmony hereby establishes a special school zone speed limitation beginning at the intersection of Pittsburgh Street and East Beaver Street and continuing 150 feet in the western direction on East Beaver Street.

SECTION 2:

The special school zone speed limitation shall be 15 miles per hour during the following time:

Monday through Friday

7:45 a.m. to 8:45 a.m.

11:15 a.m. to 12:40 p.m.

3:00 p.m. to 4:00 p.m.

SECTION 3:

The erection and maintenance of all necessary signage is hereby authorized. Said signage shall be placed so as to properly notify all vehicular traffic of the imposed regulations.

Signage shall be in accordance with Exhibit "A" attached hereto and incorporated herein.

SECTION 4:

Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed to the extent of said conflict.

SECTION 5:

The appropriate Officers of the Borough of Harmony are hereby authorized and directed to execute any and all documents necessary to effectuate the purposes of this Ordinance.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 2 DAY OF August, 2011.

ATTEST

Sharon McCormick
Secretary

BOROUGH OF HARMONY

By: Jack Shanks
Jack Shanks
Council President

EXAMINED AND APPROVED BY ME THIS 2 DAY OF August, 2011.

Cathy Rape
Mayor

ORDINANCE NO: 390

THE BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, SETTING FORTH ITS AUTHORITY TO ESTABLISH AN "AIRPORT DISTRICT OVERLAY" TO INCLUDE: PURPOSES OF THE DISTRICT; DEFINITIONS; AIRPORT ZONES; AIRPORT ZONE HEIGHT LIMITATIONS; PERMITS REQUIRED; USE RESTRICTIONS; NONCONFORMING USES; VARIANCES; CONFLICTING REGULATIONS, AND AMENDING THE OFFICIAL ZONING MAP BY THE ADOPTION OF AN OFFICIAL SUPPLEMENTARY AIRPORT OVERLAY ZONING MAP.

WHEREAS, certain airport hazards, as defined, in effect reduce the size of the area available for landing, takeoff and maneuvering of aircraft, thus tending to destroy or impair the utility of the Zelienople Municipal Airport and the public investment therein; and

WHEREAS, the creation or establishment of an airport hazard, as defined, is a public nuisance and may injure the region served by the Zelienople Municipal Airport; and

WHEREAS, it is necessary in the interest of public health, public safety and general welfare that the creation or establishment of airport hazards, as defined, be prevented; and

WHEREAS, the prevention of these airport hazards, as defined, should be accomplished, to the extent legally possible, by the exercise of police power without compensation; and

WHEREAS, both the prevention of the creation or establishment of airport hazards, as defined, and the elimination, removal, alteration, mitigation or marking and lighting of existing airport hazards, as defined, are public purposes for which political subdivisions may raise and expend public funds and acquire land or interests in land; and

WHEREAS, the Borough of Harmony did hold a public hearing on September 6, 2011;

NOW, THEREFORE, we the Borough Council Members of the Borough of Harmony, do hereby enact the following:

Section 1: Purpose
Section 2: Relation to Other Zone Districts
Section 3: Definitions
Section 4: Establishment of Airport Zones and Height Limitations
Section 5: Permit Applications
Section 6: Variance

Section 7: Use Restrictions
Section 8: Pre-existing Nonconforming Uses
Section 9: Obstruction Marketing and Lighting
Section 10: Violations and Penalties
Section 11: Appeals
Section 12: Conflicting Regulations
Section 13: Severability

Section 1: Purpose. This section is adopted pursuant to the authority conferred by the Act of October 10, 1984, P.L. 837, No. 164, codified at 74 Pa.C.S.A. § 5010 et seq. It is hereby found that an obstruction has the potential for endangering the lives and property of users of the Zelienople Municipal Airport and property or occupants of land in its vicinity, that an obstruction may affect existing and future instrument approach minimums of the Zelienople Municipal Airport and that an obstruction may reduce the size of areas available for the landing, takeoff and maneuvering of aircraft, thus tending to destroy or impair the utility of the Zelienople Municipal Airport and the public investment therein. Accordingly, the purpose of this ordinance is to create an airport district overlay that considers safety issues around the Zelienople Municipal Airport, regulates and restricts the heights of constructed structures and objects of natural growth, creates appropriate zones, establishing the boundaries thereof and providing for changes in the restrictions and boundaries of such zones, creates the permitting process for use within said zones and provides for enforcement, assessment of violation penalties, an appeals process, and judicial review.

Section 2: Relation to Other Zone Districts. The Airport District Overlay shall not modify the boundaries of any underlying zoning district. Where identified, the Airport District Overlay shall impose certain requirements on land use and construction in addition to those contained in the underlying zoning district.

Section 3: Definitions. The following words and phrases when used in this ordinance shall have the meaning given to them in this section unless the context clearly indicates otherwise.

Airport: Refers to the Zelienople Municipal Airport and is defined as any of land or any appurtenant areas which are used or intended to be used for airport buildings or air navigation facilities or rights-of-way, together with all airport buildings and facilities thereon. See 74 Pa.C.S.A. § 5102.

Airport Elevation: The highest point of an airport's useable landing area measured in feet above sea level. The airport elevation of the Zelienople Municipal Airport is 901 feet above sea level.

Airport Hazard: Any structure or object, natural or manmade, or use of land which obstructs the airspace required for flight or aircraft in landing or taking off at an airport or is otherwise hazardous as defined in 14 CFR Part 77 and 74 Pa. Cons. Stat. §5102.

Airport Hazard Area: Any area of land or water upon which an airport hazard might be established if not prevented as provided for in this Ordinance and the Act 164 of 1984 (Pennsylvania Laws Relating to Aviation).

Approach Surface (Zone): An imaginary surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface. An approach surface is applied to each end of the runway based on the planned approach. The inner edge of the approach surface is the same width as the primary surface and expands uniformly depending on the planned approach. The approach surface zone, as shown on Figure 1, is derived from the approach surface.

Conical Surface (Zone): An imaginary surface extending outward and upward from the periphery of the horizontal surface at a slope of twenty (20) feet horizontally to one (1) foot vertically for a horizontal distant of 4,000 feet. The conical surface zone, as shown on Figure 1, is based on the conical surface.

Department: Pennsylvania Department of Transportation.

FAA: Federal Aviation Administration of the United States Department of Transportation.

Height: For the purpose of determining the height limits in all zones set forth in this Ordinance and shown on the zoning map. The datum shall mean sea level elevation unless otherwise specified.

Horizontal Surface (Zone): An imaginary plane 150 feet above the established airport elevation that is constructed by swinging arcs of various radii from the center of the end of the primary surface and then connecting the adjacent arc by tangent lines. The radius of each arc is based on the planned approach. The horizontal surface zone, as shown on Figure 1, is derived from the horizontal surface.

Larger Than Utility Runway: A runway that is constructed for and intended to be used by propeller driven aircraft of greater than 12,500 pounds maximum gross weight and jet powered aircraft.

Nonconforming Use: Any pre-existing structure, object of natural growth, or use of land which is inconsistent with the provisions of this Ordinance or an amendment thereto:

Non-Precision Instrument Runway: A runway having an existing instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a straight-in non-precision instrument approach procedure has been approved or planned.

Obstruction: Any structure, growth, or other object, including a mobile object, which exceeds a limiting height set forth by this Ordinance.

Precision Instrument Runway: A runway having an existing instrument approach procedure utilizing an Instrument Landing System (ILS) or a Precision Approach Radar (PAR). It also means a runway for which a precision approach system is planned and is so indicated on an approved airport layout plan or any other planning document.

Primary Surface (Zone): An imaginary surface longitudinally centered on the runway, extending 200 feet beyond the end of paved runways or ending at each end of turf runways. The elevation of any point on the primary surface is the same as the elevation of the nearest point on the runway centerline. The primary surface zone, as shown on Figure 1, is derived from the primary surface.

Runway: A defined area of an airport prepared for landing and takeoff of aircraft along its length.

Structure: An object, including a mobile object, constructed or installed by man, including but without limitation, buildings, towers, cranes, smokestacks, earth formations and overhead transmission lines.

Transitional Surface (Zone): An imaginary surface that extends outward and upward from the edge of the primary surface to the horizontal surface at a slope of seven (7) feet horizontally to one (1) foot vertically (7:1). The transitional surface zone, as shown on Figure 1, is derived from the transitional surface.

Tree: Any object of natural growth.

Utility Runway: A runway that is constructed for and intended to be used by propeller driven aircraft of 12,500 pounds maximum gross weight or less.

Visual Runway: A runway intended solely for the operation of aircraft using visual approach procedures.

Section 4: Establishment of Airport Zones: In order to carry out the provisions of this section, there are hereby created and established certain zones within the Airport District Overlay ordinance, defined in Section 3 and depicted on Figure 1 and illustrated on Zelienople Municipal Airport Hazard Area Map, hereby adopted as part of this ordinance, which include:

1. **Approach Surface Zone**
2. **Conical Surface Zone**
3. **Horizontal Surface Zone**
4. **Primary Surface Zone**
5. **Transitional Surface Zone**

Section 5: Permit Applications. As regulated by Act 164 and defined by 14 Code of Federal Regulations Part 77.13(a) (as amended or replaced), any person who plans to erect a new structure, to add to an existing structure, or to erect and maintain any object (natural or manmade), in the Airport District Overlay area of the airport, *shall first notify the Department's*

Bureau of Aviation (BOA) by submitting PENNDOT Form AV-57 to obtain an obstruction review of the proposal at least 30 days prior to commencement thereof. Each application for a permit shall indicate the purpose for which the permit is desired, with sufficient particularity to permit it to be determined whether the resulting use, structure, or object would conform to the aforementioned Regulations. The Department's BOA response must be included with this permit application for it to be considered complete. If the Department's BOA returns a determination of no penetration of airspace, the permit request should be considered in compliance with the intent of this Overlay Ordinance. If the Department's BOA returns a determination of a penetration of airspace, the permit shall be denied, and the project sponsor may seek a variance from such regulations as outlined in Section 6.

A permit shall be obtained before any existing use or structure may be substantially changed, but no permit is required to make maintenance repairs to or to replace parts of existing structures which do not enlarge or increase the height of an existing structure.

Section 6: Variance. Any person desiring to erect or increase the height of any structure or or otherwise use his property in violation of this section may apply to the Zoning Hearing Board for a variance from such regulation. A request for a variance shall include documentation in compliance with 14 Code of Federal Regulations Part 77 Subpart B (FAA Form 7460-1 as amended or replaced). Determinations of whether to grant a variance will depend on the determinations made by the FAA and the Department's BOA as to the effect of the proposal on the operation of air navigation facilities and the safe, efficient use of navigable air space. In particular, the request for a variance shall consider which of the following categories the FAA has placed the proposed construction in:

1. No Objection – The subject construction is determined to not exceed obstruction standards and marking/lighting is not required to mitigate potential hazard. Under this determination a variance shall be granted.
2. Conditional Determination – The proposed construction/alteration is determined to create some level of encroachment into an airport hazard area which can be effectively mitigated. Under this determination, a variance shall be granted contingent upon implementation of mitigating measures as described in Section 9 – Obstruction Marking and Lighting.
3. Objectionable – The proposed construction/alteration is determined to be a hazard and is thus objectionable. A variance shall be denied and the reasons for this determination shall be outlined to the applicant.

Such requests for variances shall be granted where it is duly found that a literal application or enforcement of the regulations will result in practical difficulty or unnecessary hardship and that relief granted will not be contrary to the public interest, will not create a hazard to air navigation, will do substantial justice, and will be in accordance with the intent of this ordinance. Additionally, no application for variance to the requirements of this section may be considered by the Zoning Hearing Board unless a copy of the application has been furnished to the Airport Manager for advice as to the aeronautical effects of the variance. If the Airport Manager does not respond to the application within 15 days after receipt, the Zoning Hearing Board may act on its own to grant or deny said application.

Section 7: Use Restrictions: Notwithstanding any other provisions of this Ordinance, no use shall be made of land or water within the Airport District Overlay in such a manner as to create electrical interference with navigational signals or radio communications between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, impair visibility in the vicinity of the airport, create bird strike hazards or otherwise endanger or interfere with the landing, takeoff or maneuvering of aircraft utilizing the Zelienople Municipal Airport.

Section 8: Pre-Existing NonConforming Uses: The regulations prescribed by this Ordinance shall not be construed to require the removal, lowering, or other change or alteration of any structure or tree not conforming to the regulations as of the effective date of this Ordinance, or otherwise interfere with the continuance of a nonconforming use. No nonconforming use shall be structurally altered or permitted to grow higher, so as to increase the nonconformity, and a nonconforming use, once substantially abated (subject to the underlying zoning ordinance,) may only be reestablished consistent with the provisions herein.

Section 9: Obstruction Marking and Lighting. Any permit or variance granted pursuant to the provisions of this ordinance may be conditioned according to the process described in Section 6 to require the owner of the structure or object of natural growth in question to permit the municipality, at its own expense, or require the person requesting the permit or variance, to install, operate, and maintain such marking or lighting as deemed necessary to assure both ground and air safety.

Section 10: Violations and Penalties: Violations to this ordinance shall be subject to the penalties found in Section 1017 of the Borough of Harmony Zoning Ordinance.

1. It shall be the duty of the Zoning Officer to administer and enforce the regulations prescribed herein. Applications for permits and variances shall be made to the Zoning Officer upon a form published for that purpose. Application for action by the Zoning Hearing Board shall be forthwith transmitted by the Zoning Officer.

2. Notwithstanding any other provision of law, a municipality or board which decides to grant or permit a variance under this section shall notify the Department of Transportation of its decision. This notice shall be in writing and shall be sent so as to reach the Department within 10 days before the date upon which the decision is to issue. All permits shall include the following disclaimer the language of which shall be a requirement of this ordinance: This permit is not intended to authorize activities in conflict with federal or state statutes. The applicant shall obtain remaining necessary approvals in order to effectuate the issuance of a building permit where required by the Pennsylvania Uniform Construction Code.

Section 11: Appeals. Any appeals arising from this ordinance shall be heard by the Borough of Harmony Zoning Hearing Board in accordance with Section 1013 of the Borough of Harmony Zoning Ordinance.

1. An appeal shall stay all proceedings in furtherance of the action appealed from unless the Borough certifies to the Zoning Hearing Board, after the notice of appeal has been filed with it, that, by reason of the facts stated in the certificate, a stay would, in its opinion, cause imminent peril to life or property. In such case, the proceedings shall not be stayed otherwise than by order of the Zoning Hearing Board on notice to the Borough.

2. The Zoning Hearing Board may, in conformity with the provisions of this section, reverse or affirm, in whole or in part, or modify the order, requirement, decision or determination appealed from and may make such order, requirement, decision or determination as may be appropriate under the circumstances.

Section 12: Conflicting Regulations. Where there exists a conflict between any of the regulations or limitations prescribed in this ordinance and any other regulations applicable to the same area, the more stringent limitation or requirement shall govern and prevail.

Section 13: Severability. If any of the provisions of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are declared to be severable.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND IT IS HEREBY ORDAINED AND ENACTED BY AND WITH THE AUTHORITY OF THE SAME AS FOLLOWS:

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 6 DAY OF September, 2011.

ATTEST

Sharon McCormick
Secretary

BOROUGH OF HARMONY

By: _____
Jack Shanks
Council President

EXAMINED AND APPROVED BY ME THIS 6 DAY OF September, 2011.

Cathy Rape
Mayor

ORDINANCE NO: 391

BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, ESTABLISHING RULES AND REGULATIONS FOR PUBLIC PARKS AND RECREATION AREAS LOCATED WITHIN THE BOROUGH OF HARMONY, BUTLER COUNTY PENNSYLVANIA

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania (the "Borough"), the Borough has determined it necessary to establish rules and regulations relating to public parks and recreation areas located within the Borough.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Borough of Harmony, Butler County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

SECTION I:

RULES AND REGULATIONS

The following rules and regulations shall be applicable to all Harmony Borough Parks and Recreation Areas that have been designated as so by the Harmony Borough Council.

A. Hours.

All park public open spaces and recreation areas shall be open to the public between the hours of 6:00 AM to Dusk, and no person or persons shall be in, on, or about the above premises during the prohibited time. The exception to the hours would be to individuals or groups that have a permit for the pavilions with a closing time of 11:00 PM.

B. Parking.

1. Motor vehicles may not be parked within the park or public open spaces and recreational areas; except in designated parking areas.

2. No vehicles shall be parked overnight without the approval of Harmony Borough.

C. Grass areas.

Grass areas must not be used for roadways.

D. Automobile and vehicular use:

1. Unauthorized motor vehicles, whether licensed or unlicensed, including motorbikes, minibikes, snowmobiles, golf carts and all-terrain vehicles, are not permitted within the park and recreation areas. Licensed motorcycles are permitted on roadways and parking areas.

2. All vehicles are restricted to roadways and approved parking areas except those used for maintenance or police work.

3. No person shall polish, paint, grease, lubricate or repair mechanically any vehicle or have any other work performed on it within the confines of the park and recreation areas.

4. Harmony Borough shall regulate speed, traffic control and vehicular regulations on and about any roads, driveways, parking areas or other areas within the park and recreation areas. Such regulations will be prominently posted in the park and recreation areas and will be strictly enforced by the police.

E. The following activities and uses are prohibited:

1. Camping

2. Hunting

3. Shooting

4. Trapping

5. The possession or use of firearms, air rifles, spring guns, bow and arrows, slingshots, BB guns or rifles or darts.

6. Destruction of or interference with wildlife or their feeding grounds, nests or resting or breeding places.

7. Open burning

8. Private gardens

9. Organized team and/or league sports except with written approval from Harmony Borough.

10. Unprescribed drugs. Possession of unprescribed drugs is prohibited in any park and recreational area, open space or recreation area of Harmony Borough.

11. Alcoholic beverages and use of tobacco.

F. Animal Control.

1. No animals are allowed in the park or public open spaces or recreational areas unless attended and controlled by a leash.

2. Dogs are not permitted on or around ball fields or any play areas.

3. The individual in charge of an animal entering any park or recreational area is required to be in possession of proper implements for the gathering and disposal of animal feces. All feces will be collected immediately, removed from the park or recreational area and disposed of in accordance with accepted sanitary standards.

G. Fires.

1. Fires may be built only in fire rings provided or in grills brought to the park for social purposes.

2. All fires will be fully extinguished before leaving.

3. No person shall throw away or discard any lighted match, cigar or cigarette in any park or recreational area.

4. Campfires or fires for use in conjunction with scouting or social activities, which cannot be accommodated in existing fireplaces or grills, may be permitted upon application to and upon written approval from Harmony Borough.

H. Respect for park and recreation areas property.

1. Cutting, mutilating, removing or taking away of trees, shrubs, turf, plants, flower or other natural phenomena or the removal, defacing or damaging of any park or recreational area property, including but not limited to buildings, equipment, supplies or other property, is prohibited.

2. Buildings, fences, fountains, statuary, benches, signs or other structures must not be injured or defaced in any way.

3. Games, contests or sports are permitted only in areas designed for such use and in no case shall such use be permitted in areas where lawns or planting may be injured or where such games or contests may be in conflict with park and recreation areas regulations.

4. Defacing, littering or making unsanitary any restrooms, washrooms or other facilities or preventing the proper drainage of any toilet, pipe or drain is prohibited.

5. Any person using the park and recreation areas, with or without a permit, shall be fully and financially responsible for any damages that person may inflict upon park property and equipment.

I. Alcohol and drug use.

No person shall be present in any Harmony Borough Park or Recreation Area while under the influence of intoxicating beverages, drugs or other controlled substances.

J. Conduct.

1. Disorderly conduct as defined in statutes of the Commonwealth of Pennsylvania, ordinances of Harmony Borough or in the common law, is prohibited.

2. All use of any indecent, lewd or vulgar behavior or language is prohibited.

K. Group Activities.

Group activities are prohibited in the park and recreation areas, except that the same may be conducted only after a permit has been obtained from Harmony Borough.

L. Disposal of waste material.

1. No person shall discard any form of waste material, paper or rubbish except in containers supplied for that purpose. Disposal of household and any other outside waste material in park containers or dumpsters is prohibited.

2. Violators will be prosecuted and subject to a fine.

M. Picnics.

1. Persons holding picnics shall clean up and place all wastepaper and other refuse in receptacles provided for that purpose.

2. Permits for use of buildings, shelters, and recreation facilities may be obtained from the Harmony Borough.

N. Peddling and soliciting.

No person shall peddle or solicit, of any nature whatsoever, within the limits of the park and recreation areas without the permission of Harmony Borough.

O. Amplification and sound systems.

When amplifying or sound systems are used, the maximum time permitted shall be between the hours of 10:00 AM to Dusk, Monday through Saturday, and 1:00PM to Dusk on Sunday, for permitted locations only. Noise levels which disturb the peace are not permitted.

P. Tobacco free zone.

Harmony Borough Parks and Recreation Areas are a tobacco/smoke free zone.

SECTION II:

USE OF PARK FACILITIES

A. Preparation of facilities for usage; security deposit.

1. Preparation of park facilities for use shall be the responsibility of Harmony Borough.

2. A security deposit may be required for the use of park facilities.

B. Opening of buildings; cancellation of activities.

1. Harmony Borough shall have the discretion to cancel activities due to weather or other circumstances.

2. Park and recreation area buildings or structures shall only be open under the direct supervision of Harmony Borough.

C. Posting of regulations.

All rules and regulations established under the authority of this chapter and established hereafter may be posted at a conspicuous place or places in each park and recreation area to which they are applicable. Appropriate signs may be posted to direct or warn persons with respect to the rules and regulations and their operation.

SECTION III

Any person violating or assisting in the violation of any of the provisions of this ordinance shall, upon conviction thereof, pay a fine of not less than twenty five dollars ($25.00) or more than three hundred dollars ($300.00) plus cost.

SECTION IV:

Harmony Borough may, by resolution, from time to time establish additional rules and regulations, and, if it so desires, alter, amend and supplement the rules and regulations established herein for the operation, use and protection of the park and recreation areas. Such rules and regulations may include, but shall not be limited to, regulations governing the time for the presence of persons therein, the nature and extend of the permitted and prohibited uses thereof and such other matters as the Harmony Borough may deem necessary or proper for the protection of the park and persons and property therein.

SECTION V:

Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed to the extent of said conflict.

SECTION VI:

The appropriate Officers of the Borough of Harmony are hereby authorized and directed to execute any and all documents necessary to effectuate the purposes of this Ordinance.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS _____ DAY OF _____, 2011.

ATTEST

Sharon McCormick
Secretary

BOROUGH OF HARMONY

By: _____
Jack Shanks
Council President

EXAMINED AND APPROVED BY ME THIS 1 DAY OF November, 2011.

Cathy Rape
Mayor

ORDINANCE NO: 392

THE BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, REGULATING THE USE OF SKATEBOARDS, BICYCLES, IN-LINE SKATES AND SCOOTERS.

WHEREAS, the Borough Council of the Borough of Harmony has determined that it is in the best interest and for the health, safety and welfare of the residents of the Borough of Harmony to regulate the use of skateboards, bicycles, in-line skates and scooters within the Borough.

NOW, THEREFORE, be it ordained and enacted by the Borough Council of the Borough of Harmony as follows:

SECTION ONE: SKATEBOARDS

It is hereby prohibited to use skateboards or other like instruments on any public property located in the C-2 Commercial Zoning District in the Borough of Harmony, including but not limited to streets, sidewalks and parking lots.

SECTION TWO: BICYCLES, IN-LINE SKATES AND SCOOTERS

It is hereby prohibited to use or to permit the use of bicycles, in-line skates and scooters or other like instruments on any sidewalks in the C-2 Commercial Zoning District in the Borough of Harmony.

SECTION THREE: PEDESTRIAN RIGHT OF WAY

Where use of skateboards, bicycles, in-line skates and scooters or other like instrument is permissible within the Borough, the operator of said instrument shall yield the right of way to any pedestrian, motor vehicle, or other user of said sidewalk, street, or parking lot and shall not interfere with the proper use of any public or private way by any other person.

SECTION FOUR: PENALTY FOR VIOLATION

Any person found guilty of violating any part hereof shall be guilty of a summary offense and shall be sentenced to a fine up to $300.00 per offense, together with costs and the confiscation of the instrument used to violate the ordinance.

SECTION FIVE: SEVERABILITY

Any part of this ordinance found to be illegal shall be treated as having been removed from the ordinance and the remainder of the ordinance shall remain in full force and effect.

SECTION SIX: REPEALER

Any ordinance, or part thereof, in conflict herewith, is hereby repealed to the extent of said conflict.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 6th DAY OF December, 2011.

ATTEST

Sharon McCormick
Secretary

BOROUGH OF HARMONY

By: Jack Shanks
Jack Shanks
Council President

EXAMINED AND APPROVED BY ME THIS 6th DAY OF December, 2011.

Cathy Rape
Cathy Rape
Mayor

ORDINANCE NO: 393

THE BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, COUNTY OF BUTLER, ESTABLISHING THE TAX RATE FOR THE YEAR 2012

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, and it is hereby ordained and enacted by the Borough Council of the Borough of Harmony that a tax be and the same is hereby levied on all real property within the Borough.

The Tax Rate shall be established as the sum of 12.21 mills on each dollar of assessed valuation, or the sum of 122.1 Cents on each One Hundred ($100.00) Dollars of assessed valuation.

The same being summarized as follows:

1. The tax rate for General Revenue / General Borough Purposes, the sum of 11.085 mills on each dollar of assessed valuation.

2. The tax rate for Fire Equipment / Fire Protection Purposes, the sum of 1.125 mills on each dollar of assessed valuation.

3. Pursuant to Pennsylvania's Local Tax Collection Law, a taxpayer subject to the payment of a tax levy by this Ordinance shall be entitled to a discount of 2% from the amount of such tax upon making a payment of the whole amount of such tax by or before April 30, 2012.

4. A taxpayer subject to the payment of a tax levy by this ordinance who shall fail to make payment of such tax by June 30, 2012 shall be charged a penalty of 10% (which penalty shall be added to the tax by the Tax Collector and shall be collected by the tax Collector).

That any Ordinance, or part of an Ordinance, conflicting with this Ordinance be and the same is hereby repealed in so far as the same affects this Ordinance.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 6th DAY OF December, 2011.

ATTEST

Sharon McCormick

BOROUGH OF HARMONY

By: Jack Shanks

Secretary

Council President

EXAMINED AND APPROVED BY ME THIS 6th **DAY OF** December **2011.**

Cathy Rape

Cathy Rape
Mayor

BOROUGH OF HARMONY
COUNTY OF BUTLER
STATE OF PENNSYLVANIA

ORDINANCE NO. 394

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AUTHORIZING AND ESTABLISHING A POLICE SERVICE AGREEMENT WITH THE BOROUGH OF ZELIENOPLE TO PROVIDE POLICE SERVICE THROUGHOUT THE BOROUGH OF HARMONY.

WHEREAS, the Harmony Borough Council is vested with the responsibility for protecting the public health, safety and welfare under provisions of the Borough Council Code; and

WHEREAS, the Borough of Harmony and the Borough of Zelienople desires to enter into an Agreement whereby the Borough of Zelienople will provide police service throughout the Borough of Harmony; and

WHEREAS, the respective municipalities have agreed between themselves as to the implementation of the said police service; and

WHEREAS, the respective municipalities have acted and intend to act pursuant to the Pennsylvania Intergovernmental Cooperation Law, 53 Pa.C.S. Section 2302, et seq., providing for intergovernmental cooperation; and

WHEREAS, the Agreement has been submitted to the governing bodies of the respective municipalities prior to the adoption of an ordinance encompassing the Agreement;

NOW, THEREFORE, BE IT ENACED AND ORDAINED by the Harmony Borough Council, as follows:

SECTION 1: The agreement for police service between the Harmony Borough and the Borough of Zelienople dated January 1, 2012 and attached hereto is approved in its entirety.

SECTION 2: The term of this Agreement shall commence as of the 1st day of January, 2012 and shall continue until the 31st day of December 2019.

SECTION 3: The Borough of Zelienople Police Department shall, under this agreement and ordinance, have full and complete police authority within the jurisdictional limits of Harmony Borough under the terms of the intergovernmental police service agreement and this ordinance.

SECTION 4: All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

SECTION 5: If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this ordinance. It is hereby declared as the intent of the Harmony Borough Council that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

SECTION 6: This Ordinance shall become effective immediately or as soon as legally permissible.

SECTION 7: It is declared that the adoption of this Ordinance and the execution, acknowledgement and delivery of the documents are necessary for the protection, benefit and preservation of the health, safety and welfare of the general public of the Harmony Borough.

SECTION 8: This Ordinance may be changed by resolution to extend or add a new police service agreement.

Adopted at a public meeting of the Harmony Borough Council held on this 7 day of February, 2012, following advertisement as required by law.

ATTEST:

Secretary

BOROUGH OF HARMONY

By: Jack Shanks
Council President

By: Catherine Rape
Mayor

ORDINANCE NO: 395

THE BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA TO ESTABLISH PROCEDURES RELATING TO OVERWEIGHT VEHICLES IN THE BOROUGH

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania, the Borough Council has determined it necessary to amend the Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND IT IS HEREBY ORDAINED AND ENACTED BY AND WITH THE AUTHORITY OF THE SAME AS FOLLOWS:

SECTION ONE:

The Borough of Harmony's Code of Ordinances Chapter 15, Part III, shall be amended to add the following provisions:

302a. Overweight Vehicle Permit

1. **Prohibition.** No vehicle may exceed the vehicle weight limits established by §15-302 of this Part without the issuance of an overweight vehicle permit pursuant to the requirements of this §15-302a.

2. **Application for Overweight Vehicle Permit.** Any person wishing to operate any vehicle or combination having a gross weight in excess of the maximum weights prescribed by §15-302 shall file an application for overweight vehicle permit with the Borough in a form and including such additional information or materials as may be required by the Borough Streets Department.

3. **Types of Overweight Vehicle Permits.** Overweight vehicle permits shall be classified as follow

A. A Type 1 Permit authorizes use of a particular posted highway or portion thereof by an over-posted-weight vehicle. It is only valid when carried in the over-posted vehicle.

B. A Type 2 Permit authorizes use of a particular posted highway or portion thereof by any number of over-posted-weight vehicles being driven to or from a common destination. Copies of a Type 2 Permit may be used.

1) A Type 2 Permit will be issued only if the Borough Streets Department determines that it is not feasible to issue a Type 1 Permit for each vehicle, for example, most over-posted-weight vehicles hauling to and from the place of business of the permittee belonging to or are hauling under contract with customers or suppliers of the permittee.

4. **Display of Permit.** Every Type 1 Permit shall be carried in the vehicle and shall be open to inspection by the Borough Streets Department, any Borough police officer or other authorized agent of the Borough, Pennsylvania State Police officer, Department of Transportation ("PennDOT") enforcement official, and any person involved in an accident involving a permitted vehicle. A Type 1 Permit is valid only when carried in the over-posted-weight vehicle.

5. **Issuing Authority.** The Borough Streets Department, or other representative of the Borough as may be designated by Borough Council from time to time, shall be responsible for issuing overweight vehicle permits pursuant to §15-302a.

6. **Revocation.**

A. An overweight vehicle permit may be revoked for cause and shall be subject to summary confiscation or invalidation. Sufficient cause includes, but is not limited to, failure to obey the restrictions and conditions of the permit; failure to post the required financial security set forth in 302b; failure to comply with the terms of the road use and maintenance agreement pursuant to 302c; fraud in the procurement of a permit; operating a vehicle without a valid driver's license; or for any other violation of the Borough's ordinances, rules and regulations.

B. Any Borough police officer, Pennsylvania State Police Officer, or PennDOT enforcement official, is authorized to revoke and confiscate or invalidate an overweight vehicle permit. Any person aggrieved pursuant to this Section may

appeal the revocation of the permit to Borough Council, provided that a written application for an appeal is filed within 10 days after receipt of revocation.

C. At said hearing, the Borough police officer, Pennsylvania State Police officer, or PennDOT enforcement official who revoked the permit and the aggrieved person shall present evidence bearing on the hearing on the propriety of the revocation. At the conclusion of the hearing and based upon the evidence presented to it, the Borough shall:

1) Affirm the revocation until the offending reason for the revocation of the permit has been brought into compliance.

2) Reverse, cancel or suspend the revocation order upon a finding that the person and/or vehicle is in compliance with its permit, and/or vehicle is in compliance with its permit, and/or that there is no sufficient cause otherwise.

7. **Authorized Travel Periods.** A vehicle may be driven, hauled or towed 24 hours a day, 7 days a week, if the vehicle is operated at prevailing speeds. Movement is not authorized during any of the following:

A. A holiday period specified in the PennDOT regulations or in the permit.

B. Inclement weather, as defined in PennDOT regulations.

C. During times in which the Borough has made a determination that, due to the health, safety and welfare of the Borough, traffic may not proceed on a particular highway.

8. **Application Fees.** All applicants for an overweight vehicle permit shall pay an application fee as the same shall be established from time to time by resolution of Borough Council.

302b. Financial Security.

1. **Required Security.** As a prerequisite to the issuance of a Type 1 Permit or Type 2 Permit, the applicant shall provide financial security in an amount and type required by this Part, the Pennsylvania Vehicle Code, 75 Pa. C.S.A. §101 *et seq.,* and PennDOT regulations.

2. **Amount of Security.** The permittee shall be required to provide financial security in favor of the Borough to assure compliance with the road use and maintenance agreement require by 302c of this Part.

    A. **Amount of Security.** The amount of financial security for Type 1 Permit or Type 2 Permit shall be as follows:

        1) $6,000 per linear mile for unpaved highways to be maintained at a level consistent with the type of highway.

        2) $12,500 per linear mile for paved highways to be maintained at a level consistent with the type of highway.

        3) $50,000 per linear mile for any highway which the Borough allows to be maintained below a level consistent with the type of highway.

3. **Additional Security**. When the amount of damage in excess of normal maintenance to a posted highway is estimated by the Borough to constitute 75% or more of the amount of the financial security, the Borough may require the highway to be maintained and reconstructed within 30 days unless the permittee agrees to provide such additional financial security as the Borough shall determine.

4. **Form of Financial Security.** Financial security may be in the form of a performance bond with surety by a company authorized to do business in the Commonwealth; or at the option of the permittee, in the form of a certified or cashiers' check, bank account, or irrevocable letter of credit in favor of the Borough; or in some other form of security acceptable to the Borough Solicitor.

    A. **Surety Bond.** The following requirements shall apply to any surety bond provided for an overweight vehicle permit:

        1) The bond shall be obtained from a surety incorporated in the United States and authorized to do business in the Commonwealth of Pennsylvania.

        2) The surety shall have a current A.M. Best's rating of no less that "A" and an underwriting capacity as stated in Best's equal to or greater than the amount of the bond written by that surety, or in the alternative, be listed on the current United States Department of the Treasury's Annual List of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as

published in the Federal Registrar and have an underwriting capacity in said list equal to or greater than the amount of the bond written by that surety.

B. **Letter of Credit.** The following requirements shall apply to any letter of credit provided for an overweight vehicle permit:

1) The letter of credit shall be issued by a Federal or Commonwealth chartered lending institution having an office located within 30 miles of the boundaries of Harmony Borough at which draft on site can be presented during regular business hours.

2) The letter of credit shall have an expiration date of no earlier than 90 days after the expiration of the term of the road use and maintenance agreement required by 302c of this Part. The Borough, at its discretion, may accept a letter of credit having an earlier expiration date, provided the letter of credit states that it will automatically be renewed for a period of at least 1 year form any present or future expiration date unless the Borough receives notice in writing from the issuer at least 60 days prior to the expiration date that the issuer elects to not further extend the letter of credit, and that if such notice is given the Borough may draw on the letter of credit up to the amount of its unused balance on or before the relevant expiration date.

3) Multiple draws on the letter of credit shall be permitted.

4) Draws shall be permitted at sight at the issuer's office in a location as set forth in subsection (2)(a) above, or by overnight mail.

C. **Self Bonding**. The Borough may authorize self-bonding if the Borough Solicitor determines, on the basis of the financial ability of the permittee, that it is unlikely that the Borough will be unable to collect a judgment rendered against the permittee for failure to comply with the road use and maintenance agreement.

1) The Borough may require corporate officers and stockholders and their spouses to execute a self-bond, if the financial ability of a corporation is insufficient in itself to justify self-bonding.

2) The Borough may require the permittee to execute liens on real or personal property, or both, as a condition for authorizing self-bonding.

3) In order to be consistent for self-bonding by the Borough, a permitee shall file with PennDOT a Contractor's Financial Statement, Department Form CS4300, Part 1. The financial statement shall be updated annually, and within 30 days of any Borough request for an update.

5. **Term of Financial Security.** Unless otherwise provided by this Part or agreed to by the Borough, the financial security required under this Part shall be for a minimum term set forth in the road use and maintenance agreement required by 302c

302c Road use and Maintenance Agreement

1. **Execution of Agreement.** The issuance of a Type 1 Permit or a Type 2 Permit shall be conditioned upon the permittee's execution of a road use and maintenance agreement in a form approved by resolution of the Borough Council and acceptable to the Borough Solicitor.

2. **Permittee's Obligation.** Pursuant to the road use and maintenance agreement, the permittee must pay for all excessive road maintenance repair costs which include, but are not limited to, costs incurred for extensive patching and base repair, reshaping shoulders that have heaved because of heavy load hauling, and repairing crushed pipes.

303 Designated Truck Route

The requirements set forth in Section 302 shall not apply to the following Established Truck Route within Harmony Borough:

Beginning at the intersection of Route 68 and Main Street, and proceeding to the intersection of Main Street and German Street; thence proceeding East on German Street to the Borough boundary also Spring Street from German Street to Mercer Street and then either East or West on Mercer Street to the west driveway of the property now or formerly known as the Moose Lodge. At the West end of Mercer Street the truck route proceeds South on Water Street. Gallyhill Street from the West side of Main Street West to the B & O Railroad. Old Mercer Road from the Borough boundary to the intersection of Evergreen Mill Road. All of Evergreen Mill Road within the Borough boundaries as shown on the official zoning map #223 of the Borough of Harmony.

SECTION TWO: CONFLICT

Any Ordinance, Resolution or part thereof in conflict herewith, is hereby repealed to the extent of said conflict.

SECTION THREE: AUTHORIZATION

The Borough Council of the Borough of Harmony is hereby authorized and directed to execute any and all documents necessary to effectuate the purposes of this Ordinance.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 3rd DAY OF April, 2012

ATTEST

Sharon McCormick
Secretary

BOROUGH OF HARMONY

By: Jack Shanks
Council President

EXAMINED AND APPROVED BY ME THIS 3rd DAY OF April, 2012

Cathy Rape
Mayor

ORDINANCE NO: 396

THE BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, COMMONWEALTH OF PENNSYLVANIA, ADOPTING THE REGIONAL CATASTROPHIC EMERGENCY MANAGEMENT AGREEMENT ENTERED INTO ON MAY 12, 2008 BY THE BOROUGH OF HARMONY, THE BOROUGH OF ZELIENOPLE, THE ZELIENOPLE FIRE DEPARTMENT, THE HARMONY FIRE COMPANY AND THE HARMONY EMS.

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, the Borough Council of the Borough of Harmony, Butler County, Pennsylvania, determined it necessary to enter into an intermunicipal agreement with the Borough of Zelienople, the Zelienople Fire Department, the Harmony Fire Company and the Harmony EMS (hereinafter the "Agreement").

WHEREAS, the Borough of Harmony entered into this Agreement to prepare, maintain and keep currant an emergency operation plan for the prevention and minimization of injury and damage caused by a major emergency or disaster.

WHEREAS, this Agreement was entered into pursuant to the provisions of Section 7503 of the Pennsylvania Emergency Management Services Code, 35 PA C.S.A. §7101 et. seq., (hereinafter the "EMS Code").

WHEREAS, this Ordinance is being entered into under the authority of the Intergovernmental Cooperation Act, 53 PA C.S.A. §2301, et seq. and the Pennsylvania Borough Code, 53 P.S. §46202.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND IT IS HEREBY ORDAINED AND ENACTED BY AND WITH THE SAME THAT:

SECTION 1: The above Ordinance Caption and Whereas clauses are hereby incorporated as if stated in full.

SECTION 2: The Borough Council for the Borough of Harmony hereby adopts the Regional Catastrophic Emergency Management Agreement entered into on May 12, 2008 by the Borough of Harmony, the Borough of Zelienople, the Zelienople Fire Department, the Harmony Fire Company and the Harmony EMS, which is attached hereto, incorporated herein and marked as "Exhibit A".

SECTION 3: The Borough Council hereby acknowledges that this Agreement is in full force and effect for the year 2012.

SECTION 4: Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed insofar as the same conflicts with this Ordinance.

SECTION 5: The appropriate Officers of the Borough of Harmony are hereby authorized and directed to execute any and all documents necessary to effectuate the purposes of this Ordinance.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 7 DAY OF August, 2012.

ATTEST

Sharon McCormick
Secretary

BOROUGH OF HARMONY

By: _____
Jack Shanks
Council President

EXAMINED AND APPROVED BY ME THIS 7th DAY OF August, 2012.

Cathy Rape
Mayor

REFUSE BURNING ORDINANCE FOR BOROUGH OF HARMONY

ORDINANCE No. 397

This ordinance of Harmony Borough is intended to promote the health, safety and welfare, and to safeguard the health, comfort, living conditions, safety and welfare of the citizens of Harmony Borough to prohibit the burning of recyclable and compostable materials, which will reduce the air pollution and fire hazards, as well as promote recycling and composting.

SECTION 1: APPLICABILITY

1.0. This ordinance applies to all outdoor burning and general burning of recyclables and compostable materials within the Borough of Harmony

1.1. This ordinance does not apply to grilling or cooking using charcoal, wood, propane or natural gas in cooking or grilling appliances or recreational burning.

1.2. This ordinance does not apply to burning in a stove, furnace, fireplace or other heating device within a building used for human or animal habitation unless the material being burned includes refuse as defined in Section 4 of this ordinance.

1.3. This ordinance does not apply to the use of propane, acetylene, natural gas, gasoline or kerosene in a device intended for heating, construction or maintenance activities.

SECTION 2: SEVERABILITY

2.0. Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

SECTION 3: DEFINITIONS

3.0. Definitions

3.1. *Recyclables* – Materials designated as recyclable in the ordinances of Harmony Borough, or required by terms of this ordinance, any amendment hereto, or designated by resolution of the Borough to be kept separate from municipal waste and recycled.

3.2 *Leaf Waste* – As defined in Act 101, as adopted and amended, includes leaves, garden residue, shrubbery and tree trimmings and similar material, but not grass clippings.

SECTION 4: MATERIALS THAT MAY NOT BE BURNED

4.0. Materials that may not be burned

4.1. Any plastic material including, but not limited to, nylon PVC, ABS, polystyrene or urethane foam and synthetic fabrics, plastic films and plastic containers.

4.2. Rubber, including tires and synthetic rubber-like products.

4.3. Newspaper, corrugated cardboard, container board, office paper and other materials that must be recycled in accordance with the recycling ordinance of Harmony Borough.

4.4. All leaf waste as defined in this ordinance.

4.5. Grass clippings.

SECTION 5: OPEN BURNING OF LEAVES, BRUSH, CLEAN WOOD AND OTHER VEGETATIVE DEBRIS.

5.0. Open burning of leaves, weeds, brush, stumps, clean wood, trees and other vegetative debris is prohibited.

SECTION 6: ENFORCEMENT

6.0. Enforcement

6.1. Any person violating any of the provisions of this ordinance shall, upon conviction by a district magistrate, be subject to a fine of not less than $25.00 nor more than $250.00, together with the cost of prosecution. Every violator of the provisions of this ordinance shall be deemed guilty of a separate offense each and every day the violation continues, and shall be subject to the penalty imposed by this Section for each and every separate offense.

SECTION 7: EFFFECTIVE DATE

7.0. This ordinance shall take effect on May 1, 2013 and shall be in force from and after its approval as required by law.

ORDAINED AND ENACTED into law this 2nd day of October, 2012.

ATTEST:

Secretary

HARMONY BOROUGH COUNCIL

By: _____
President

Approved by me this 2nd day of October, 2012.

_____
Mayor

ORDINANCE NO. 2013- 398

BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE PURSUANT TO ACT 93 OF 1994 PROVIDING THAT IN CERTAIN FIRE LOSSES THE INSURANCE COMPANY, ASSOCIATION, OR EXCHANGE SHALL TRANSFER A PORTION OF INSURANCE PROCEEDS TO A DESIGNATED OFFICER OF THE BOROUGH TO BE HELD AS SECURITY AGAINST THE TOTAL COST OF REMOVING, REPAIRING, OR SECURING THE DAMAGED BUILDING(S) OR THE PAYMENT OF OUTSTANDING TAXES, ASSESSMENTS, PENALTIES, CHARGES, AND COSTS RELATED TO THE DAMAGED BUILDING; PROVIDING FOR FEES, PROVIDING FOR PENALTIES FOR VIOLATION AND SETTING FORTH PROCEDURES AND REQUIREMENTS PERTAINING TO SUCH INSURANCE PROCEEDS AND TO THE IMPLEMENTATION OF ACT 93 IN THE BOROUGH OF HARMONY

WHEREAS, the Commonwealth of Pennsylvania has enacted Act 93 of 1994 effective on January 11, 1995 amending Act 98 of 1992 and the Insurance Company Law of 1921 to provide for the payment of certain fire loss claims, charges and costs; and

WHEREAS, the Borough of Harmony deems it to be in the best interests of its citizens to provide for the repairing, securing, or removing of buildings damages as a result of fire as well as for the payment of outstanding taxes, assessments, penalties, charges, and costs related to the damaged buildings; and

WHEREAS, the Borough of Harmony further deems it to be in the best interests of its citizens to place the financial burden of such repairing, securing, or removing of damaged buildings and payment of outstanding taxes, assessments, penalties, charges and costs related to the damaged buildings upon the rightful owner(s) of said buildings; and

WHEREAS, Act 93 of 1994 provides a mechanism for achieving the aforementioned goals.

NOW, THEREFORE BE IT ORDAINED by the Borough Council of the Borough of Harmony, the following be and is hereby adopted as an ordinance of the Borough of Harmony.

SECTION 1: No insurance company, association, or exchange (hereinafter the "Insuring Agent") doing business in the Commonwealth of Pennsylvania shall pay a claim of a Named Insured for fire damage to a structure located wthin the Borough of Harmony (hereinafter the "Municipality") where the amount recoverable for the fire loss to the structure under all policies exceeds Seven Thousand Five Hundred Dollars ($7,500.00), unless the Named Insured or Insuring Agent is furnished by the Borough Manager with a municipal certificate pursuant to Act 93 of 1994 and the provisions of this Ordinance.

SECTION 2: (1) The Insuring Agent shall transfer from the insurance proceeds to the designated officer of the Borough in the aggregate of $2,000.00 for each $15,000.00 of a claim and for each fraction of that amount of a claim, this section to be applied such that if the claims is $15,000.00 or less the amount transferred to the Borough shall be $2,000.00; (2) The designated officer of the Borough shall apply the amounts from the insurance proceeds necessary to pay the taxes, assessments, penalties, charges, and costs as shown on the bill and credit such payment of items.

SECTION 3: The Borough of Harmony may by resolution adopt procedures and regulations to implement Act 98 of 1992 as amended by Act 93 of 1994 and this Ordinance and may be resolution fix reasonable fees to be charged for Borough activities or services provided pursuant to Act 98 of 1992 as amended by Act 93 of 1994 and this Ordinance; including but not limited to issuance of certificates and bills, performance of inspections and opening of separate fund accounts.

SECTION 4: Any owner of property, and Named Insured, or any Insuring Agent who violates this Ordinance shall be subject to a penalty of up to $1,000.00 per violation.

SECTION 5: The provisions of this Ordinance shall be severable and, if any of the provisions hereof shall be invalid or unenforceable, the remaining provisions of this Ordinance shall remain in effect.

SECTION 6: That all Ordinances and parts thereof conflicting herewith be and the same are hereby repealed.

SECTION 7: This Ordinance shall become effective immediately upon enactment and approval and shall become effective as provided by the laws of the Commonwealth of Pennsylvania and remains in force until modified, amended or rescinded by the Borough of Harmony, Butler County, Pennsylvania.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 7TH DAY OF MAY, 2013.

ATTEST

Amy Brown
Secretary

BOROUGH OF HARMONY

By: _____
James Hulings
Council President

EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____, 2013.

Cathy Rape
Mayor

ORDINANCE NO. 2013- 399

BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AMENDING CHAPTER SEVEN OF THE BOROUGH OF HARMONY CODE OF ORDINANCES TO PROVIDE FOR FIRE PREVENTION INSPECTIONS OF COMMERCIAL BUILDINGS AND MULTI UNIT BUILDINGS

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania, the Borough Council has determined it necessary to annually inspect commercial buildings and multi unit buildings for the purpose of ascertaining and causing to be corrected any violations of any law or ordinance relating to fire hazards or to the prevention of fires.

WHEREAS, Chapter Seven of the Borough of Harmony Code of Ordinances is amended to add Part Four, Fire Prevention Inspections of Commercial Buildings and Multi Unit Buildings.

NOW, THEREFORE, be it ordained and enacted by the Borough Council of the Borough of Harmony as follows:

SECTION 401: DEFINITIONS

Commercial building. Commercial building is defined as any building subject to the requirements of the building and fire codes approved for an occupancy use other than residential occupancy, including industrial buildings. For buildings with mixed occupancy uses inclusive of residential occupancy, the provisions of this article shall apply to the non-residential occupancy portions of the buildings.

Multi unit building. Multi unit building is defined as any building designed exclusively for residential purposes for two or more families. Multi unit buildings do not include townhouses or multi unit condominium buildings.

SECTION 402: CERTIFICATE OF REGISTRATION

The owner of any commercial or multi unit building shall obtain an annual renewable certificate of registration. No building, or in the case of a mixed occupancy building, portion of a building, shall be occupied without a valid certificate of registration. The annual renewable certificate of registration will be charged annually at the cost set by Council by Resolution. The certificate of registration fee will be reviewed annually.

SECTION 403: ISSUANCE OF CERTIFICATE OF REGISTRATION

A certificate of registration shall be issued each year after the payment of the annual fee as required in Section Two. The Borough's third party inspection agency or a designee may inspect the commercial to determine its conformity with the International Fire Code. The Borough's Code Enforcement Officer or a designee may inspect multi unit buildings to determine its conformity with the International Fire Code. The owner and tenants of the building shall cooperate in facilitating any inspections. Administrative citations may be issued for noncompliance after the due date of any duly-issued order. A certificate of registration is required one (1) year after initial occupancy of any commercial or multi unit building and each year thereafter and is required annually for any existing commercial or multi unit building. This certificate of registration shall be posted in a conspicuous place on the premises and shall not be removed except by the Borough's third party inspection agency or designee. That certificate shall contain the following information:

1) The building certificate number.
2) The address of the building
3) The name and address of the owner.
4) A description of the portion of the building for which the certificate is issued.
5) The name of the building contact or official.

SECTION 404: RENEWAL REQUIRED

(a) The Borough's third party inspection agency and the Borough's Code Enforcement Officer shall schedule on a rotating basis annual inspections of commercial or multi unit buildings subject to the provisions of this Ordinance. Should the results of an inspection show that the commercial or multi unit building fails to comply with the International Fire Code, the Borough's third party inspection agency or the Borough's Code Enforcement Officer shall notify the owner of the deficiencies. The third party inspection agency or the Borough's Code Enforcement Officer shall take the necessary action to identify deficiencies and cause all fire and life safety hazards to be abated.

(b) *Denial, suspension and revocation.* The Borough's third party inspection agency or the Borough's Code Enforcement Officer may suspend or revoke a certificate of registration issued under the provisions of this Ordinance when the certificate is issued in error, when incorrect information is supplied, or when the commercial or multi unit building or portion thereof is in violation of the International Fire Code. Whenever a certificate of registration is denied, suspended or revoked, the owner or operator of the commercial or multi unit building shall be notified in writing. The notice shall be served upon the owner or operator of the commercial or multi unit building in person or by first- class mail, and shall also be posted on the building in a conspicuous place. The notice shall inform the owner or operator that the determination may be appealed to Borough Council within twenty (20) days of the date of the notice. If an appeal is received within the twenty (20) day period, the hearing before Borough Council shall take place within a reasonable period thereafter.

(c) *Vacation of building.* If the owner or operator of a commercial or multi unit building fails to renew a certificate of registration, or if the certificate is denied, suspended or revoked, the Borough's third party inspection agency or the Borough's Code Enforcement Officer may vacate the building after providing seventy-two (72) hours' notice to vacate. The notice shall be provided in writing to the owner or operator of the building and shall be posted on the building in a conspicuous place.

SECTION 405: ENFORCEMENT AND PENALTIES

Any owner or occupant that fails to comply with an order to comply or abate a violation of any applicable code or standard shall be subject to a forfeiture of not less than $50.00, nor more than $300.00, upon conviction, plus the cost of prosecution. Each day during which an owner or occupant fails to comply or abate shall constitute a separate offense.

SECTION 406. EFFECTIVE DATE

This Ordinance shall become effective immediately upon enactment and approval.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 7TH DAY OF MAY, 2013.

ATTEST

Amy Brown
Amy Brown
Secretary

BOROUGH OF HARMONY

By: James E. Hulings
James Hulings
Council President

EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____, 2013.

Cathy H. Rape
Cathy Rape
Mayor

ORDINANCE NO. 2013- 400

BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, PROHIBITING OBSTRUCTIONS TO SIDEWALKS AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania, the Borough Council has determined it necessary to prohibit obstructions to sidewalks within the Borough.

NOW, THEREFORE, be it ordained and enacted by the Borough Council of the Borough of Harmony as follows:

SECTION ONE: **DEFINITIONS**. For the purpose of this Ordinance, the following words shall have the meaning ascribed to them in this section, except where the context in which the word is used clearly indicates otherwise.

A. Person: Any natural person, firm, partnership, association, corporation, company or organization of any kind.

SECTION TWO: OBSTRUCTION OF SIDEWALK PROHIBITED.

No person or persons shall place, keep or cause to be placed or kept upon any sidewalk or footwalk in the Borough of Harmony anything which will restrict or impair pedestrians using the sidewalk or footwalk. The sidewalks shall be kept open and unobstructed at all times for use of the public.

SECTION THREE: **TREES, SHRUBBERY, BUSHES OBSTRUCTING SIDEWALKS**.

No person owning or occupying any property within the Borough shall permit limbs of trees, shrubbery, bushes or any other type of plant life or growth to be less than eight (8) feet in height over any sidewalk, or to otherwise obstruct, impede or interfere with the use of such sidewalk.

A. Trimming over sidewalk required. The owner of any vacant premises, or any owner or occupant of an occupied premises, shall trim, cut or remove all trees, shrubbery, bushes or any other type of plant life or growth growing upon such premises in violation of the provisions of this Ordinance.
B. Notice to cut or remove. The Borough is authorized to give notice, by personal service or by mail, to the owner or occupant of the premises, requiring the owner or occupant to trim, cut or remove the obstruction within fifteen (15) days after issuance of the notice.

C. Trimming or removal by Borough. In case any person neglects, fails or refuses to comply with such notice within fifteen (15) days, the Borough may trim, cut or remove such trees, shrubbery, bushes or any other type of plant life or growth or may enter into a contract to cause the same to be done, and the costs thereof, together with a penalty of five percent (5%) of such costs, may be collected by the Borough.

SECTION FIVE: VIOLATIONS AND PENALTIES.

Any person who violates or permits the violation of this Ordinance shall, upon conviction in a summary proceeding, be punishable by a fine of not more than $500.00 or by imprisonment for a term not exceeding thirty (30) days. Each day or portion thereof that such violation continues, or is permitted to continue, shall constitute a separate offense and notice to the offender shall not be necessary in order to constitute an offense. Each section of this Ordinance that is violated shall also constitute a separate offense.

SECTION SIX: EFFECTIVE DATE. This Ordinance shall become effective immediately upon enactment and approval.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 1st DAY OF October, 2013.

ATTEST

Amy Brown
Secretary

BOROUGH OF HARMONY

By: James Hulings
Council President

EXAMINED AND APPROVED BY ME THIS 1st DAY OF October, 2013.

Cathy Rape
Mayor

ORDINANCE NO: 401
THE BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, COUNTY OF BUTLER, COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING THE TAX RATE FOR THE YEAR 2014

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, and it is hereby ordained and enacted by the Borough Council of the Borough of Harmony that a tax be and the same is hereby levied on all real property within the Borough.

The Tax Rate shall be established as the sum of 12.21 mills on each dollar of assessed valuation, or the sum of 122.1 Cents on each One Hundred ($100.00) Dollars of assessed valuation.

The same being summarized as follows:

1. The tax rate for General Revenue / General Borough Purposes, the sum of 11.085 mills on each dollar of assessed valuation.
2. The tax rate for Fire Equipment / Fire Protection Purposes, the sum of 1.125 mills on each dollar of assessed valuation.
3. Pursuant to Pennsylvania's Local Tax Collection Law, a taxpayer subject to the payment of a tax levy by this Ordinance shall be entitled to a discount of 2% from the amount of such tax upon making a payment of the whole amount of such tax by or before April 30, 2014.
4. A taxpayer subject to the payment of a tax levy by this ordinance who shall fail to make payment of such tax by June 30, 2014 shall be charged a penalty of 10% (which penalty shall be added to the tax by the Tax Collector and shall be collected by the tax Collector).

That any Ordinance, or part of an Ordinance, conflicting with this Ordinance be and the same is hereby repealed in so far as the same affects this Ordinance.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 3RD DAY OF DECEMBER, 2013.

ATTEST

Amy Brown
Amy Brown
Secretary

BOROUGH OF HARMONY

By: James E Hulings
James Hulings
Council President

EXAMINED AND APPROVED BY ME THIS 3rd DAY OF December, 2013.

Cathy Rape
Cathy Rape
Mayor

ORDINANCE NO: 402

THE BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE AMENDING ORDINANCE NO. 386 OF 2010, BY AMENDING THE PARKING REGULATIONS ON PITTSBURGH STREET IN ORDER TO PROMOTE AND PROTECT THE HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA.

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania (the "Borough"), the Borough has determined it necessary to further regulate the parking of vehicles on Pittsburgh Street.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Borough of Harmony, Butler County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

SECTION 1. No Parking.

That hereafter it shall be unlawful to park any motor vehicle or other vehicle on either side of Pittsburgh Street from Beaver Street to West New Castle Street between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday.

SECTION 2. Enforcement.

When any law enforcement officer shall find a vehicle in violation of this Ordinance, he is authorized to issue a citation and/or to remove or to have removed by an authorized towing service any vehicle abandoned or parked in violation of this Ordinance. The registered owner of any such vehicle shall be notified of the fact of the removal and of the place to which said vehicle has been towed, where he or she may

obtain the same upon payment of any and all towing and storage charges. The payment of towing and storage charges authorized by this provision shall not operate to relieve the owner or operator of any vehicle from liability for any fine or penalty for violation of this Ordinance.

SECTION 3.

The presence of any vehicle on any street when abandoned or parked in violation of this ordinance is prima facie evidence that the registered owner of the vehicle committed or authorized the commission of the violation.

SECTION 2. Signage.

The erection and maintenance of all necessary signage is hereby authorized. Said signage shall be placed so as to properly notify all vehicular traffic of the imposed regulations.

SECTION 4.

Borough Council from time to time shall be authorized by Resolution to amend Section 1 of this Ordinance to include other areas and/or streets located within the Borough of Harmony in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony.

SECTION 5. Penalty.

Whoever violates Section 1 of this Ordinance, shall, upon conviction thereof, be sentenced to pay a fine of not more than three hundred dollars ($300.00).

SECTION 6. Repealer.

All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 6th DAY OF May, 2014.

ATTEST

Secretary

BOROUGH OF HARMONY

By: _____
Council President

EXAMINED AND APPROVED BY ME THIS 6th DAY OF May, 2014.

Cathy Rape
Mayor

ORDINANCE NO: 403

THE BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE TO PROMOTE AND PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND FOR THE PURPOSE OF REGULATING PARKING ON GERMAN STREET DURING CONSTRUCTION.

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania (the "Borough"), the Borough has determined it necessary to regulate the parking of vehicles on German Street so as to eliminate traffic congestion or other hazardous conditions during construction;

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Borough of Harmony, Butler County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

SECTION 1. No Parking.

That hereafter it shall be unlawful to park any motor vehicle or other vehicle, as defined by the Pennsylvania Motor Vehicle Code, 75 Pa.C.S. § 102, on either side of German Street from Main Street to Robinson Industries Main Parking Lot, during the period time wherein roadway construction on German street is taking place.

SECTION 2. Enforcement.

When any law enforcement officer shall find a vehicle in violation of this Ordinance, he is authorized to issue a citation and/or to remove or to have removed by an authorized towing service any vehicle abandoned or parked in violation of this Ordinance. The registered owner of any such vehicle shall be notified of the fact of the

removal and of the place to which said vehicle has been towed, where he or she may obtain the same upon payment of any and all towing and storage charges. The payment of towing and storage charges authorized by this provision shall not operate to relieve the owner or operator of any vehicle from liability for any fine or penalty for violation of this Ordinance.

SECTION 3.

The presence of any vehicle on any street when abandoned or parked in violation of this ordinance is prima facie evidence that the registered owner of the vehicle committed or authorized the commission of the violation.

SECTION 4.

Borough Council from time to time shall be authorized by Resolution to amend Section 1 of this Ordinance to include other areas and/or streets located within the Borough of Harmony in order to eliminate traffic congestion or other hazardous conditions.

SECTION 4. Signage.

The erection and maintenance of all necessary signage is hereby authorized. Said signage shall be placed so as to properly notify all vehicular traffic of the imposed regulations.

SECTION 5. Penalty.

Whoever violates Section 1 of this Ordinance, shall, upon conviction thereof, be sentenced to pay a fine of not more than three hundred dollars ($300.00).

SECTION 6. Repealer.

All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 6th DAY OF May, 2014.

ATTEST

Secretary

BOROUGH OF HARMONY

By: Council President

EXAMINED AND APPROVED BY ME THIS 6th DAY OF May, 2014.

Cathy Rape
Mayor

ORDINANCE NO. 2014- 404

THE BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA TO ESTABLISH PROCEDURES RELATING TO PUBLIC GATHERINGS IN THE BOROUGH

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania, the Borough Council has determined it necessary to add to the Code of Ordinances.

NOW, THEREFORE BE IT ORDAINED by the Borough Council of the Borough of Harmony, the following be and is hereby adopted as an ordinance of the Borough of Harmony:

SECTION 1: DEFINITIONS

As used in this Part unless the context requires otherwise:

Person in charge of property - an agent, occupant, lessee, contractpurchaser or person other than the owner, having possession or control of property.

Public gathering - all assemblies of people for the purpose of publicamusement reasonably anticipated to number more than 150 for a continuousperiod of 4 hours or more, more than 10% of whom will assemble outdoors or instructures specially constructed, erected or assembled for the gathering, whether ornot an admission fee is charged.

Sponsor - any natural person, association, partnership firm, corporation, jointventure, or any other legal entity whatsoever, who initiates, organizes, promotes,permits, conducts or causes to be advertised a public gathering.

SECTION 2: BASIC CLAUSE

It shall be unlawful for any sponsor, owner of property, or person in charge of property toinitiate, organize, promote, permit, conduct, or cause to be advertised a public gathering,unless a permit has been obtained pursuant to this Part. A separate permit shall berequired for each public gathering for the period of time designated by the permit.

SECTION 3: PERMIT REQUIREMENT

No public gathering may be held within the boundaries of Harmony Borough, ButlerCounty, Pennsylvania, unless the sponsor, the owner of property, and the person in chargeof property upon which the gathering will be conducted, jointly apply for and be granteda permit as herein provided.

A. No permit shall be available for an extent of more than 48 hours durationunless permit and application specifically allow for an extension of that period.

B. No permit may be transferred or assigned.

C. In case of dispute over the number of people reasonably anticipated to attendthe public gathering, the decision of the Harmony Borough Council shall control.

SECTION 4: APPLICATION

1. Written application for each public gathering of greater than 150 persons shall be made to the Harmony Borough Council at least 60 days prior to the first day upon which the public gathering is to commence.

2. Application shall be made on forms specified by the Harmony Borough Council and shall contain at least the following information:

A. The full legal name, address and telephone numbers of all sponsors.

B. The full legal name and address of the owner and person in charge of theproperty to be utilized for the public gathering.

C. The location and address of the property to be utilized for the public gathering.

D. The purpose, date or dates for or during which the public gathering is to be conducted.

E. Evidence that all permits and licenses as required by State and Countystatutes and rules and regulations enacted thereunder have been obtained, orwill be obtained.

F. A statement of the number of persons expected to attend such event and theduration of such attendance.

G. The specific details relating to:

(1) Food and drink.

(2) Sanitary facilities.

(3) Transportation and parking facilities.

(4) Security and protection of surrounding areas, including specificreference to control of trafficand supervision of those attending.

(5) Janitorial services and post gathering trash removal.

H. Examples of proposed advertising of the event, if any.

I. Applicants' statement that they shall abide by the terms and provisions of thisordinance, and all laws, rules and regulations of the Commonwealth ofPennsylvania, County of Butler and Harmony Borough.

3. Each application shall be accompanied with a cash fee to cover the cost of inspection, issuance, and administration of the permit in an amount asestablished from time to time by resolution of Borough Council. No part ofthe permit fee is refundable.

SECTION 5: BOND OF INDEMNITY, INSURANCE

1. The applicants shall submit with their application a corporate bond of indemnity ina form approved by the Borough Solicitor, or cash deposit to save and protectBorough streets, pavements, bridges, road signs and all other Borough propertyfrom any and all damage that might be caused by vehicles, employees, or participantsin the public gathering, and to be used, if necessary, to restore the premiseswhere such public gathering is held to a sanitary and neat condition and pay allcharges and losses to the Borough for damages to the streets, pavements, bridgesand all other Borough property.

2. The corporate bond of indemnity or cash deposit shall be in such amounts asmay be established, from time to time, by resolution of the Borough Council.

3. All financial security tendered by an applicant pursuant to this Part shall be subjectto review and approval by the Borough Solicitor with respect to the form, sourceand sufficiency of the same.

SECTION 6: CONDUCT OF PUBLIC ASSEMBLY

1. No person during the public gathering shall take or carry onto theproperty, or drink thereon, intoxicating liquor, except as licensed or permitted bystate law.

2. The burden of preserving order during the public gathering is upon the permitteesof the public gathering. Any violation of the laws of the Commonwealth ofPennsylvania, or its rules and regulations, or of the terms and conditions of thisordinance, or other ordinances of Butler County or of Harmony Borough, or thepermit granted hereunder may be cause for immediate revocation of the permit bythe Harmony Borough Council upon notification to the person in charge that a violation exists and the failure of the person in charge to take immediate action to correct the violation. Upon revocation of any permit, the permittees of the public gathering shall immediately terminate the assembly and provide for the orderly dispersal of those in attendance.

3. The Harmony Borough Council, its authorized agents and representatives, and the representative of the County and Borough departments having responsibility for approval under this Part shall be granted access to the public gathering at all times for the purpose of inspection and enforcement of the terms and conditions imposed herein.

4. No musical entertainment, either live or recorded, utilizing sound amplificationequipment, shall be operated between the hours of 11 p.m.and 10 a.m.

5. If at any time during the conduct of the public gathering the number of persons inattendance exceeds by 10% the number of persons represented by the applicants forthe permit anticipated to be in attendance, the Harmony Borough Council have the authority to require the applicants to limit further admissions.

SECTION 7: PENALTIES

Any person, firm or corporation who shall violate any provision of this Part, uponconviction thereof in an action brought before a district justice in the manner provided forthe enforcement of summary offenses under the Pennsylvania Rules of CriminalProcedure, shall be sentenced to pay a fine of not less than $100 nor more than $1,000 plusall court costs including reasonable attorney's fees incurred by the Borough and, indefault of payment of said fine and costs, to a term of imprisonment not to exceed 90 days.Each day or portion thereof that a violation of this Part continues or each Section of thisPart which shall be found to have been violated shall constitute a separate offense.

SECTION 8: CONFORMANCE WITH OTHER LAWS

This Part shall in no way be a substitute for, nor eliminate the necessity of, complying withany and all state laws, rules and regulations, County and Borough ordinances which arenow, or may in the future be, in effect which pertain to the conduct of public gatherings.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 6th DAY OF May, 2014.

ATTEST

Amy Brown
Amy Brown
Secretary

BOROUGH OF HARMONY

By: James E. Hulings
James Hulings
Council President

EXAMINED AND APPROVED BY ME THIS 6th DAY OF May, 2014.

Cathy Rape
Cathy Rape
Mayor

ORDINANCE NO. 405

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NO. 402 OF 2014 TO REVISE SECTION ONE, NO PARKING.

NOW THEREFORE, be it ordained and enacted by the Borough Council of the Borough of Harmony as follows:

Section One of Ordinance No. 402 of 2014 is hereby replaced with the following:

Section 1. No Parking.

That hereafter it shall be unlawful to park any motor vehicle or other vehicle on either side of Pittsburgh Street from Beaver Street to Highland Avenue between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday.

Section 2.

All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 1 DAY OF July, 2014.

ATTEST

Secretary

BOROUGH OF HARMONY

By: _____
Council President

EXAMINED AND APPROVED BY ME THIS 1 DAY OF JULY, 2014.

Cathy Rape
Mayor

ORDINANCE NO: 406

THE BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA ESTABLISHING STANDARDS FOR CARBON MONOXIDE ALARMS AND IMPOSING PENALTIES

WHEREAS, the Borough of Harmony (the "Borough") has determined that the health, safety, and welfare of the residents of the Borough would be better served by the establishment of standards for carbon monoxide alarms.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Borough of Harmony, Butler County, Pennsylvania, and it is hereby ordained and enacted by the authority of

SECTION 1. Purpose.

The Council of the Borough desires to establish standards for carbon monoxide alarms and impose penalties.

SECTION 2. Definitions.

The following words and phrases when used in this Ordinance shall have the meanings given to them in this section unless the context clearly indicates otherwise:

"**Apartment**." A room or suite of two or more rooms, occupied or leased for occupation, or intended or designed to be occupied, as a domicile.

"**Approved carbon monoxide alarm**." The term includes:

(A) A single or multiple station carbon monoxide alarm listed as complying with the Approved American National for Single and Multiple Station Carbon Monoxide Alarms (ANSI/UL2034) or a carbon monoxide detector listed as complying with the Approved American National Standard for Gas and Vapor Detectors and Sensors (ANSI/UL2075) installed in accordance with this Ordinance.

(B) A device that may be combined with a smoke alarm or smoke detector if the combined smoke alarm or detector meets all of the following:

(1) Complies with either of the following:

(i) The Approved American National Standard for Single and Multiple Station Carbon Monoxide Alarms (ANSI/UL2034) for carbon monoxide alarms and the Approved American National Standard for Single and Multiple Station Smoke Alarms (ANSI/UL217) for smoke alarms.

(ii) The Approved American National Standard for Gas and Vapor Detectors and Sensors (ANSI/UL2075) for carbon monoxide detectors and the Approved American National Standard for Safety for Smoke Detectors for Fire Alarm Systems (ANSI/UL268) for smoke detectors.

(iii) Emits an alarm in a manner that clearly differentiates between detecting the presence of carbon monoxide and the presence of smoke.

(C) A carbon monoxide detection system that includes carbon monoxide detectors and audible notification appliances that are installed and maintained in accordance with the National Fire Alarm and Signaling Code (NFPA 72) and the Standard for the Installation of Carbon Monoxide (CO) Detection and Warning Equipment (NFPA 720) and are in compliance with the Approved American National Standard for Gas and Vapor Detectors and Sensors (ANSI/UL2075).

"**Fossil fuel**." Coal, kerosene, oil, wood, fuel gases and other petroleum or hydrocarbon products which emit carbon monoxide as a by-product of combustion.

"**Installed**." A carbon monoxide alarm that is hardwired into the electrical wiring, directly plugged into an electrical outlet without a switch, other than a circuit breaker, or, if the alarm is battery-powered, attached to the wall or ceiling of a residential building, an apartment or a multifamily dwelling, in accordance with the Standard for the Installation of Carbon Monoxide (CO) Detection and Warning Equipment (NFPA) 720.

"**Multifamily dwelling**." Any house or building, or portion thereof, that is intended or designed to be occupied or leased for occupation, or occupied as a home or residence for three or more households living in separate apartments and doing their cooking on the premises.

"**Operational**." Working and in service.

"**Residential building**." Detached one-family and two-family dwellings and multiple single-family dwellings which are not more than three stories in height with a separate means of egress, which includes accessory structures.

"**Residential Rental Property Dwelling**." Any house or building, or portion thereof, that is intended or designed to be occupied or leased for occupation, or occupied as a home or residence for one or two households living in separate apartments and doing their cooking on the premises.

SECTION 3. Carbon monoxide alarm requirements.

(A) Residential building.--Upon the sale of a residential building, the seller shall disclose information regarding the installation of carbon monoxide detectors on the property disclosure statement required by 68 Pa.C.S. Ch. 73 (relating to seller disclosures).

(B) Residential rental property dwelling.--Each apartment in a residential rental property dwelling, which uses a fossil fuel-burning heater or appliance, fireplace or an attached garage, must have an operational, centrally located and approved carbon monoxide alarm installed in the vicinity of the bedrooms and the fossil fuel-burning heater or fireplace within 18 months of the effective date of this act.

(C) Multifamily dwellings.--Each apartment in a multifamily dwelling, which uses a fossil fuel-burning heater or appliance, fireplace or an attached garage, must have an operational, centrally located and approved carbon monoxide alarm installed in the vicinity of the bedrooms and the fossil fuel-burning heater or fireplace within 18 months of the effective date of this act.

SECTION 4. Carbon monoxide alarm requirements in rental properties.

(A) Owner responsibilities. The owner of a multifamily dwelling or residential rental property dwelling having a fossil fuel-burning heater or appliance, fireplace or an attached garage used for rental purposes and required to be equipped with one or more approved carbon monoxide alarms shall:

(1) Provide and install an operational, centrally located and approved carbon monoxide alarm in the vicinity of the bedrooms and the fossil fuel-burning heater or fireplace.

(2) Replace any approved carbon monoxide alarm that has been stolen, removed, found missing or rendered inoperable during a prior occupancy of the rental property and which has not been replaced by the prior occupant before the commencement of a new occupancy of the rental property.

(3) Ensure that the batteries in each approved carbon monoxide alarm are in operating condition at the time the new occupant takes residence in the rental property.

(B) Maintenance, repair or replacement. Except as provided in subsection (A), the owner of a multifamily dwelling or residential rental property dwelling used for rental purposes is not responsible for the maintenance, repair or replacement of an approved carbon monoxide alarm or the replacement of batteries while the building is occupied. Responsibility for maintenance and repair of carbon monoxide alarms shall revert to the owner of the building upon vacancy of the rental property.

(C) Occupant responsibilities. The occupant of each multifamily dwelling or residential rental property dwelling used for rental purposes in which an operational and approved carbon monoxide alarm has been provided must:

(1) Keep and maintain the device in good repair.
(2) Test the device.
(3) Replace batteries as needed.
(4) Replace any device that is stolen, removed, missing or rendered inoperable during the occupancy of the building.
(5) Notify the owner or the authorized agent of the owner in writing of any deficiencies pertaining to the approved carbon monoxide alarm.

SECTION 5. Enforcement.

The Code Enforcement Officer of the Borough of Harmony shall be empowered to enforce this Ordinance.

SECTION 6. Penalty.

Willful failure to install or maintain in operating condition any approved carbon monoxide alarm required by this Ordinance, or failure to adhere to any other provisions of this Ordinance, is a summary offense punishable by a fine of up to $200.00 and/or imprisonment of up to 90 days.

SECTION 7. Effective date.

This Ordinance shall take effect in thirty days as provided by law.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 1 DAY OF JULY, 2014.

ATTEST

Secretary

BOROUGH OF HARMONY

By: _____
Council President

EXAMINED AND APPROVED BY ME THIS 1 DAY OF July, 2014.

Cathy Rape
Mayor

ORDINANCE NO: 407

THE BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE TO PROVIDE FOR THE ESTABLISHMENT, CONTROL AND REGULATION OF STREEET NUMBERING DISPLAY WITHIN THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND TO PROVIDE FOR PENALTIES FOR THE VIOLATION OF THIS ORDINANCE.

WHEREAS, the Borough of Harmony (the "Borough") has determined that the health, safety, and welfare of the residents of the Borough would be better served by the establishment of a uniform street house number display system.

WHEREAS, such system will enable police agencies, ambulance services, fire services, public utilities, postal service, borough officials, and other necessary services to more rapidly identify and locate properties within the Borough.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Borough of Harmony, Butler County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

SECTION 1. Purpose.

The purpose of this Ordinance is to establish a system within the Borough whereby the addresses of all premises will be identified and to provide rules and guidelines to facilitate enforcement thereof.

SECTION 2. Definitions.

A. The term "premises" shall mean any lot or parcel of land owned by any person, firm or corporation, public or private, improved with buildings, whether occupied or not.

B. The term "house number" shall mean the official number assigned that premise by the Borough.

C. "Clearly visible" means visible by a person with normal or corrected 20/20 vision.

SECTION 3. Regulation.

A. All premises shall bear the distinctive street number assigned to that premise and recognized by the Borough and Butler County.

B. House Numbering Required.

1. All houses less than 50 feet from the street shall display upon the front of each dwelling the distinctive street number assigned to that premise or shall place or display adjacent to the road on which the property fronts a sign attached to a fence or post those distinctive street numbers assigned to that premise. The number shall be placed in such a position as to be clearly visible to all road traffic coming to the premise from both directions. These numbers shall be no less than three (3) inches in height. The sign must be placed at a height to assure it does not become obscured by winter snows or snowplowing.

2. If a dwelling is more than 50 feet from the street or is not clearly visible from the road, every owner of a premise shall place or display adjacent to the road on which the property fronts a sign attached to a fence or post those distinctive street numbers assigned to that premise. These numbers shall be no less than three (3) inches in height. These numbers should be visible from both directions. The sign must be placed at a height to assure it does not become obscured by winter snows or snowplowing.

3. Any different numbers, which might be mistaken for or confused with the number assigned to said property by the Borough shall be removed.

4. For rental units, the landlord or owner is required to display and maintain the numeric designation of the premises.

SECTION 4. Violations and Penalties.

Failure to display house numbers within sixty (60) days after the adoption of this ordinance, or in the case of new construction, within thirty (30) days after a letter or certificate of occupancy has been issued, shall be considered a violation of this Ordinance and shall subject such violator to the penalties hereinafter provided. Whoever violates the provisions of this Ordinance shall be responsible for a civil infraction, and upon being found responsible thereof, shall pay a fine of twenty-five dollars ($25.00) for the first offense and a fine of fifty dollars ($50.00) for a second and each subsequent offense.

SECTION 5. Repealer.

All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 1 DAY OF July, 2014.

ATTEST

Secretary

BOROUGH OF HARMONY

By: _____
Council President

EXAMINED AND APPROVED BY ME THIS 1 DAY OF JULY, 2014.

Cathy Rape
Mayor

ORDINANCE NO: 408

THE BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, COUNTY OF BUTLER, COMMONWEALTH OF PENNSYLVANIA, REGULATING THE CONSTRUCTION AND LOCATION OF PIPELINES WITHIN THE BOROUGH OF HARMONY.

Section 1. INTENT AND PURPOSE

This Ordinance shall be known as the Borough of Harmony Pipeline Ordinance (the "Ordinance"). The intent of the Borough of Harmony (the Borough) in enacting this Ordinance is to protect the health, safety, welfare and well-being of its residents, property, environment and concerns of the Borough. This Ordinance is adopted to protect the property, environment and concerns of the Borough and the health, safety, welfare and well-being of its residents, by regulation of Pipelines within the limits of the Borough.

Section 2. DECLARATIONS

The regulation of Pipelines is required to protect the natural resources and public trust therein and the public health, safety and general welfare of the people of the Borough. Specifically, and not by way of limitation, such Borough concerns are based upon the authority and duties imposed by the Borough police powers.

Section 3. DEFINITIONS

For purposes of this Ordinance, certain terms and words are hereby defined as follows (words used in the present tense include the future; the singular includes the plural and the plural includes the singular):

A. **Administrator** means the Council of the Borough of Harmony, or a person appointed Administrator by Council with the approval of the Borough Council.

B. **Administratively Complete** means a complete permit application form and the report and fees required to be submitted with a permit application have been submitted to the Commission and the permit application is ready for review by the Borough Council.

C. **Applicant** means an individual, firm, corporation, or any political subdivision of the state, including any government authority created by statute, who seeks a permit to conduct any of the activities regulated by this Ordinance.

D. **Permittee** means a person who has been granted a permit to conduct any one or more of the activities regulated by this Ordinance.

E. **Person** means an individual, partnership, limited liability company, corporation, association, governmental entity, or other legal entity.

F. **Pipeline** means a transmission line, flowline or gathering line, together with ancillary equipment such as pigging stations and compressors, which serves to transport any gas, petroleum or hydrocarbon product.

G. **Pipeline System** means the whole of any structures, equipment, or facilities connected to the Pipeline.

H. **Borough** refers to the Borough of Harmony or the Borough of Harmony Council, Butler County, Pennsylvania.

Section 4. PERMITS; NECESSITY

A person shall not install, construct, reconstruct, relocate, alter, modify, operate, or close and remove any Pipeline within the Borough without first filing an administratively complete application and obtaining a permit, unless otherwise authorized by the Borough Council, to install and operate the structure or equipment authorized and in compliance with the provisions and standards of this Ordinance.

Section 5. APPLICATION REQUIREMENT

A person who is subject to this Ordinance must file an application for permit to install and operate any Pipeline. The application must be submitted in a form and with the information, date, determinations, calculations, analyses and documentation required by this Ordinance.

Section 6. REQUIREMENT OF ADMINISTRATIVE COMPLETENESS

No recommendation by the Administrator or decision by the Borough Council on an application for a permit shall be made until it has been determined that the application is administratively complete as defined in Section 3 of this Ordinance.

Section 7. CONTENT OF APPLICATION

No recommendation to approve or decision to approve to issue a permit shall be made unless the applicant demonstrates and the Administrator or the Borough Council determine that the administratively complete application, together with all of the evidence compiled by the Borough or made a part of the record before any hearing, meets all of the following:

A. The applicant shall file a written application, together with a permit fee of five hundred dollars ($500.00) per mile of pipeline proposed to be constructed or operated, or such other amount as determined by the Borough Council by resolution, to cover the administration and review of a specific permit application. If, during the course of processing the application, it appears that additional expenditures will be required, the same shall be reported by the Administrator to the Applicant and the Borough Council. The Borough may by resolution increase the permit fee to cover the expenses of analyzing and reviewing the application for permit, and Applicant shall pay such amount to the Borough before the permit Process can be continued. In such event, said fee(s) shall be reasonable and necessary for such purpose(s) and shall in no event exceed fifteen thousand dollars ($15,000.00) per application.

B. The application shall contain at a minimum all of the following, unless otherwise authorized by the Borough Council:

1) Names, addresses and phone numbers of the applicant and each engineer, attorney, scientist, contractor or other person engaged in or participating in the preparation of the application, including any information in support thereof, and names and qualifications of any person providing technical information and assistance in support of the application.

2) The legal description of the premises for which the permit is sought.

3) Detailed description of any treatment or processing to be done on the permit premises or other related locations within the Borough.

4) A detailed statement of measures to be taken to control noise, vibration, dust, odors, erosion, emissions, discharges, or accidental release or other adverse environmental impacts.

5) A description of the material to be transported by the proposed pipeline and a MSDS for the material.

C. Unless otherwise authorized by the Borough Council, the applicant shall also submit:

1) A copy of any permits, approvals, licenses, certifications or other such approvals required by law or regulation for the facilities, processes, equipment, structures or activities regulated by this Ordinance, including but not limited to the Borough of Harmony Excavation and Land Disturbance permit and proof of payment of all applicable fees, any Excess Weight agreements and payments of necessary bonds for any Borough roads to be used for this project, copies of all necessary street crossing or street opening permits for Borough road and an approved Butler County Soil Erosion and Sedimentation Control Plan.

2) A site plan showing the exact location and topographical survey showing the exact elevation of any pipeline, processing facility, processing equipment or other

activity for which a permit is sought. Upon completion, as-built drawings must be provided to the Borough in digital and paper format.

3) The exact location and elevation of any oil or gas well or other structure that will connect to such pipeline, process or equipment

4) A map showing the location of all occupied dwellings or structures, public roads, streets, schools, hospitals, parks or other places frequented by the public within 1320 feet of the proposed pipeline and its related system.

5) The proposed access, and at least one other access from a different direction to the proposed pipeline or pipeline system.

6) Proposed buffers and setbacks from any dwellings or structures not related to the proposed pipeline or pipeline system or activity.

7) A map and description of the entire pipeline system that is part of or connected to, or will use or rely on the proposed pipeline.

8) A detailed site reclamation plan for the project.

D. In order to meet the requirements of Section 8, the applicant must additionally submit a description of any public facilities or services required for the installation and maintenance of a regulated use, such as roads or fire protection, whether such services exist, and if not, how applicant proposes that these services be financed and provided.

Section 8. TERMS AND CONDITIONS

If approved or issued, a permit shall include terms and conditions necessary to assure compliance with all applicable requirements of this Ordinance.

A. The Permittee shall file with the Borough Secretary a performance guarantee in the sum of twenty-five thousand dollars ($25,000.00) per mile of pipeline to be constructed or operated, to reimburse and indemnify the Borough against any loss or liability occasioned by the construction or operation of the pipeline. Reimbursement or payment under the guarantee shall not release Permittee from any claim the Borough may have for reimbursement or otherwise. The guarantee shall be approved by the Borough Solicitor, and where necessary the Borough may require the Permittee to provide an additional amount or other security.

B. The Permittee before any construction shall provide and file a copy with the Borough Secretary a policy of general liability insurance for claims of bodily injury, property damage, sickness, illness, disease, medical disorder, or death. The insurance shall be in an amount of at least two million dollars ($2,000,000.00) per person or occurrence and five million dollars ($5,000,000.00) aggregate, and shall name the Borough as a co-

insured party. The policy must be for at least one (1) year and copies of any change, modification, renewal or new policy must be filed with the Borough Secretary. Any lapse or expiration of coverage whatsoever shall render the permit inoperative, null and void.

C. The Permittee shall agree to release, indemnify and hold harmless the Borough, its employees, agents and contractors from any and all liability arising out of the construction, operation maintenance and repair of structures or equipment permitted under this Ordinance.

D. The permit may not be assigned or otherwise transferred without written notification to the Borough Solicitor and written approval of the Borough Council, showing that the requirements of this Ordinance have been and will continue to be met. Failure to comply with this provision shall render the permit inoperative, null and void, and any operation pursuant to the permit shall cease and any pipeline shall be properly closed and shut down.

E. The permit shall require applicant to establish within fourteen (14) days of issuance of the permit an escrow account or letter of credit for the closure and abandonment of any pipeline approved by the permit, and for any restoration of the property, air or environment where it is located or that has been harmed by operation and closure. The escrow or letter of credit shall be in the amount of fifty thousand ($50,000.00) or in such reasonable additional amount as determined by resolution of the Borough Council, to pay for the expenses of the Borough in the event the Permittee defaults, or otherwise fails to perform as required by its permit or otherwise is required to clean up or restore property or the environment.

F. The permit shall require the Permittee to acknowledge that approval or issuance of a permit under this Ordinance does not excuse or obviate the Permittee's compliance with all other local, state and federal laws and regulations.

Section 9. PROCEDURES

The Administrator shall contact the Borough Planning Commission for review and recommendation with respect to the proposed pipeline. Following a review and any recommendations of the Planning Commission, the Borough Council, at their sole discretion, may request a public hearing as follows:

A. Prior to the granting of any permit hereunder, and not later than thirty (30) days after the filing of the application, the Administrator shall cause the Borough Solicitor to set a date for a public hearing, which shall be held by the Borough Council within thirty (30) days of such request for hearing. A notice of the date, time, place and purpose shall be published in a newspaper of general circulation in the Borough at least seven (7) but not more than twenty-one (21) days prior to said hearing.

B. At least seven (7) days prior to said public hearing, the Administrator shall, whenever possible under reasonable constraints of time and resources, forward his written recommendation with respect to the determination required of the Borough Council under this Ordinance, supported by any information which is deemed necessary, including at least one (1) copy of the complete application and any other relevant information which has been submitted or obtained with respect to the application.

C. Upon the conclusion of such public hearing, the Borough Council shall render a final determination based upon the facts and records before it within fifteen (15) days from the hearing, and such determination shall be in accordance with standards set forth in Parts 4 and 5 of this Ordinance. Such determination shall consist of a concise statement setting forth the action taken and the reasons in support thereof. In the event that the Borough Council cannot make such decision or determination within said sixty (60) day period, it shall notify all interested parties, including the applicant, of such fact and upon such notification, shall be deemed to have an additional thirty (30) days in which to make such determination. At the expiration of sixty (60) days or the extended thirty (30) day period, if the Borough Council has not rendered a decision as required under the terms and provisions of this Ordinance, the application shall be deemed to be approved unless further extensions have otherwise been consented to in writing.

Section 10. SPECIAL CONDITIONS AND RESTRICTIONS

The Borough Council may attach any special conditions, restrictions, requirements, or limitations to any permit which are reasonable and necessary to protect the public health, safety and general welfare to prevent pollution, impairment or destruction of natural resources and avoid the creation of public or private nuisances. The Borough may also set up such terms and conditions for performance guarantee or liability insurance protection as are reasonably necessary and appropriate to the extent that such insurance is obtainable.

Section 11. MONITORING

The Borough may provide in the permit for the monitoring of the operation covered by the permit and for payment of the reasonable cost(s) of said monitoring activities. If the Permittee fails to monitor as required by the permit, the Borough may conduct its own monitoring and the Borough may recover from the Permittee the reasonable and necessary cost of such, which shall be paid for by the applicant in accordance with the terms of the permit.

Section 12. SUSPENSION OR REVOCATION

The Borough may, upon recommendation of the Administrator, suspend any permit granted under this Ordinance upon a finding that the Premises has committed or is committing a serious violation of any provision of this Ordinance or any term or condition of a permit approved under this Ordinance. The permit may also be revoked or suspended upon a finding that the Permittee has failed to disclose a material fact that was known, or should reasonably have been known, to it at the time the application was made and the permit granted. The Borough may suspend any permit without notice upon a determination that such suspension is necessary to prevent an

imminent endangerment of life, health, safety or property. Except as provided in an emergency and imminent endangerment set forth in the preceding sentence, a permit shall be revoked or suspended only after the following proceedings are complied with:

A. The Permittee shall be served with a written notice of the intention of the Borough to suspend the permit, which notice shall specify the alleged facts and reasons which form the basis for the proposed suspension or revocation, and shall specify the date, time and place when the Borough shall meet to consider the proposed suspension or revocation. Such notice shall be served by first class mail, addressed to the Permittee.

B. At the time, place and date specified, which will be at least seven (7) days after the service of the notice, the Borough shall hear and consider evidence regarding the matters mentioned in the notice and shall afford the Permittee an opportunity to be heard and to present evidence.

C. The permit shall not be suspended unless the Borough Council determines the existence of grounds for suspension or revocation as set forth above.

D. Any suspension or revoked permit will be reinstated by the Borough Council upon a finding that the reasons and grounds for suspension or revocation no longer exist unless there are underlying material facts which were not disclosed at the time the application was made and the permit was granted and which would result in a determination by the Borough Council that the conduct allowed by the original permit violates the standards established by this Ordinance.

Section 13. EXCEPTIONS

Except as hereafter set forth, nothing contained in the Ordinance shall be deemed to require a permit for any activity or operation or pipeline which is in existence prior to the effective date of this Ordinance.

Section 14. SEVERABILITY

If any section, subsection, sentence, clause or phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion thereof.

Section 15. PENALTIES

Any owner, operator, or other person who violates or permits a violation of this chapter, upon being found liable therefore in a civil enforcement proceeding before a Magisterial District Judge, shall pay to the Borough a fine of not more than $1,000 per day the violation exists, plus all court costs, including, but not limited to, reasonable attorney's fees incurred by the Borough on account of such violation and in enforcing this chapter. No penalty or cost shall be imposed until the date the determination of the violation by the Magisterial District Judge becomes final. If the defendant neither pays nor timely appeals the judgment, the Borough may enforce the judgment as provided by law. Each day a violation exists after final judgment shall constitute a separate offense. The amount

of the fine imposed shall be multiplied by the number of such days and may be charged and collected as a judgment by the Borough without further judicial proceedings. Further, the appropriate officers or agents of the Borough are hereby authorized, to issue a cease and desist notice and/or to seek equitable relief, including injunction, to enforce compliance herewith. No Bond shall be required of the Borough if the Borough seeks injunctive relief.

Section 16. EFFECTIVE DATE
This ordinance shall take effect five (5) days after passage.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 5th DAY OF August, 2014.

ATTEST

Amy Brown
Secretary

BOROUGH OF HARMONY

By: _____
Council President

EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____, 2014.

Cathy Rape
Cathy Rape
Mayor

ORDINANCE NO: 409
THE BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, COUNTY OF BUTLER, COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING THE TAX RATE FOR THE YEAR 2015

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, and it is hereby ordained and enacted by the Borough Council of the Borough of Harmony that a tax be and the same is hereby levied on all real property within the Borough.

The Tax Rate shall be established as the sum of 12.21 mills on each dollar of assessed valuation, or the sum of 122.1 Cents on each One Hundred ($100.00) Dollars of assessed valuation.

The same being summarized as follows:

1. The tax rate for General Revenue / General Borough Purposes, the sum of 11.085 mills on each dollar of assessed valuation.
2. The tax rate for Fire Equipment / Fire Protection Purposes, the sum of 1.125 mills on each dollar of assessed valuation.
3. Pursuant to Pennsylvania's Local Tax Collection Law, a taxpayer subject to the payment of a tax levy by this Ordinance shall be entitled to a discount of 2% from the amount of such tax upon making a payment of the whole amount of such tax by or before April 30, 2015.
4. A taxpayer subject to the payment of a tax levy by this ordinance who shall fail to make payment of such tax by June 30, 2015 shall be charged a penalty of 10% (which penalty shall be added to the tax by the Tax Collector and shall be collected by the tax Collector).

That any Ordinance, or part of an Ordinance, conflicting with this Ordinance be and the same is hereby repealed in so far as the same affects this Ordinance.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 3rd DAY OF February, 2015.

ATTEST

Amy Brown
Amy Brown
Secretary

BOROUGH OF HARMONY

By: Gregory A Such
Greg Such
Council President

EXAMINED AND APPROVED BY ME THIS 3rd DAY OF February, 2015.

Cathy Rape
Cathy Rape
Mayor

ORDINANCE NO: 410

THE BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE TO PROMOTE AND PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND FOR THE PURPOSE OF REGULATING PARKING ON MONROE STREET.

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania (the "Borough"), the Borough has determined it necessary to regulate the parking of vehicles on Monroe Street.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Borough of Harmony, Butler County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

SECTION 1. No Parking.

That hereafter it shall be unlawful to park any motor vehicle or other vehicles on the West Side of Monroe Street from Mercer Street to Jackson Street.

SECTION 2. Signage.

The erection and maintenance of all necessary signage is hereby authorized. Said signage shall be placed so as to properly notify all vehicular traffic of the imposed regulations.

SECTION 3. Enforcement.

It shall be the duty of the police officers having jurisdiction within the Borough to institute the prosecution of all persons violating Section 1 of this Ordinance.

SECTION 4. Penalty.

Whoever violates Section 1 of this Ordinance, shall, upon conviction thereof, be sentenced to pay a fine of not more than three hundred dollars ($300.00).

SECTION 5. Repealer. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 3rd DAY OF February, 2015.

ATTEST

Amy Brown
Secretary

BOROUGH OF HARMONY

By: Greg Such
Council President

EXAMINED AND APPROVED BY ME THIS 3rd DAY OF February, 2015.

Cathy Rape
Mayor

ORDINANCE NO. 411

BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AMENDING THE ZONING ORDINANCE, CHAPTER 27 OF THE HARMONY BOROUGH CODE OF ORDINANCES TO DELETE AND REMOVE CERTAIN SECTIONS OF THE ZONING ORDINANCE.

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania, the Borough Council has determined it necessary to prohibit obstructions to sidewalks within the Borough.

NOW THEREFORE, be it ordained and enacted by the Borough Council of the Borough of Harmony as follows:

The following sections of the Harmony Borough Zoning Ordinance, Chapter 27 of the Harmony Borough Code of Ordinances, are hereby deleted and removed:

- Chapter 27 Section 115(B)(5) – Noise
- Chapter 27 Section 115(B)(6) – Odors
- Chapter 27 Section 115(B)(7) – Air Pollution
- Chapter 27 Section 115(B)(8) – Glare
- Chapter 27 Section 115(B)(9) – Water Pollution
- Chapter 27 Section 115(B)(10) – Storage of Solid Waste, Trash and Garbage

All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 2nd DAY OF June, 2015.

ATTEST

Amy Brown
Secretary

BOROUGH OF HARMONY

By: _____
Greg Such, Council President

EXAMINED AND APPROVED BY ME THIS 2nd **DAY OF**

June **, 2015.**

Cathy Rape

Cathy Rape, Mayor

ORDINANCE NO. 412

AN ORDINANCE PROHIBITING NUISANCES WITHIN THE BOROUGH INCLUDING NOISE, ODORS AND OTHER NUISANCES DEFINING AND IMPOSING A FEE FOR THE REMOVAL OF NUISANCES IN THE BOROUGH OF HARMONY; SETTING FORTH THE AMOUNT OF SAID FEE AND THE PERSONS RESPONSIBLE FOR THE PAYMENT OF THE SAME AND THE COLLECTION PRACTICE; AUTHORIZING AND DIRECTING BILLING AND COLLECTION PROCEDURES.

WHEREAS, the Borough of Harmony (the "Borough") finds it necessary to describe what constitutes a nuisance more completely and to define with particularity the procedure to be followed by both the Borough and the property owner for abatement of a nuisance more completely.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by Council of the Borough of Harmony, in meeting assembled, as follows:

NUISANCES

Section 1. Legislative findings.

The Borough Council of the Borough of Harmony, Butler County, Pennsylvania, finds that removal of nuisances is in the interest of the citizens of the Borough and that removal of nuisances on public and private property promotes the public health, safety and welfare of all residents of the Borough.

Section 2. Definitions.

For the purposes of the chapter, the following terms, phrases and words and their derivatives shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number, and the word "shall" is always mandatory and not merely directory.

DANGEROUS BUILDING -- Any building, structure or portion thereof which threatens the life, health, safety or property of the public or its occupants by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disasters, damage or abandonment. The conditions which may cause a structure to be classified as a "dangerous building" include but are not limited to the following:

A. The walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as not to provide a safe and adequate means of exit in case of fire or panic.

B. Any portion, section or appurtenance of the building or structure has been damaged by fire, wind, flood or by any other cause to such an extent that it is likely to partially or completely collapse, fail, detach or dislodge.

C. The building or structure, or any part thereof, because of dilapidation, deterioration, decay, or faulty construction, the removal, instability or movement of any portion of ground necessary for the purpose of such building, the decay, deterioration or inadequacy of its foundation, or for any other cause, is likely to partially or completely collapse.

D. The building or structure has been so damaged by fire, wind, flood or other causes or has become so dilapidated or deteriorated as to become an attractive nuisance to children or is a harbor of transients or vagrants.

E. The building or structure used or intended to be used for dwelling purposes is unsanitary, unfit for human habitation or in such condition that it is likely to cause sickness or disease because of inadequate maintenance, dilapidation, decay, damage, faulty construction, inadequate light, air or sanitation facilities.

F. The building or structure creates a fire hazard by virtue of its obsolescence, dilapidated conditions, deterioration, damage or other cause.

G. Any portion of the building, including the foundation, slab or grade, or structure which remains on a site after the demolition or destruction of the building or structure.

ATTRACTIVE NUISANCE – A condition, instrumentality, machine or other agency which is maintained on premises and which is dangerous to young children because of their inability to appreciate peril and which may reasonably be expected to attract them to premises.

ENCLOSED – Having a wall or walk, window or windows and a door used as access to the dwelling.

NUISANCE – Any condition or use of premises or of building exteriors which is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of other property in the neighborhood in which such premises are located. This includes, but is not limited to, the keeping or depositing on or the scattering over the premises of any of the following:

A. Junk, trash or debris.

B. Abandoned, discarded or unused objects or equipment such as motor vehicles, furniture, stoves, refrigerators, freezers, cans or containers.

C. Maintaining or causing to be maintained, any dangerous structures, including but not limited to abandoned, occupied or unoccupied buildings or parts of buildings.

D. Maintaining or causing to be maintained upon any unenclosed porch or exterior attachment, which faces a regularly traveled thoroughfare, furniture, other than furniture designed for exterior use, which is commonly intended for use inside a dwelling, including but not limited to upholstered sofas, chairs, davenports, beds, divans, and the like.

E. The use of a porch roof or other second story or higher portion of a structure for a non-designed use, unless said porch roof or other portion of a structure is specifically designed for said used

F. Weeds, grass or other uncultured vegetation not edible or planted for some useful or ornamental purpose, more than 6 inches in height when measured from the surface of the ground, provided that weed growth on lawns occurring between mowings shall not constitute a nuisance.

G. Trees, shrubs, hedges or other vegetation overhanging sidewalks or other pedestrian walkways at a height less than eight feet.

H. Trees, shrubs or other vegetation overhanging a road right-of-way at a height of less than 16 feet, measured from the street surface at the curb.

I. Garbage, garbage containers, trash stored in the front of a building on a porch or front yard, except for the 24 hours immediately prior to the regularly scheduled collection of trash.

a. The storage of waste, trash and garbage shall be hidden from public view by a fence or similar structure, constructed in compliance with this Ordinance, as amended, unless the unique features of the property make it impossible to do so, and such impossibility is not created by the owner's, tenant's or occupant's action. In such case, all waste, trash, or garbage shall be completely enclosed in covered containers or receptacles with rigid sides, designed for such purpose, which covers shall, at all times, close flush with the top of the container or receptacle. Plastic bags, paper bags, cardboard boxes or similar items are not acceptable containers or receptacles for the purposes of this Section.

b. The owner, tenant, or occupant shall not permit waste, trash and/or garbage to be stored outside such containers or receptacles.

c. Outdoor trash, rubbish, and recycling collection areas shall be located with an emphasis upon shielding the site from public view and to shield with landscaping the area near the site to minimize any detrimental effects upon neighboring properties. The following shall apply to all such uses:

(i) No collection site for trash, rubbish or recyclable materials shall be located within any front yard area or along any street frontage.

(ii) The collection site shall be a minimum of ten feet (10') from any rear property line.

(iii) Each site shall be screened with a six-foot (6') opaque fence or basket weave fence. Landscaping with shrubbery and trees as per Section 115 L is also required.

(iv) The maximum area of each site shall not exceed two hundred (200) square feet.

(v) Daily inspections by the property owners or tenants shall be conducted to collect any loose debris near the container and insure animals, rodents, and vermin do not inhabit the area.

(vi) Garbage containers may be stored at front or side of a dwelling if meeting the following criteria:

a) Container is located 30-foot setback from any curb(s)
b) Container has two (2) operational wheels for the purpose of conveyance.
c) Container is completely enclosed covered container or receptacle with rigid sides, designed for such purpose, which covers shall, at all times, close flush with the top of the container or receptacle.
d) Container maximum exterior dimensions are:
    1) 33" depth
    2) 47" height
    3) 27" width

d. No outdoor stockpiling of any material or outdoor storage of trash is permitted in the front yard. In any residential district, the outdoor stockpiling of materials (except firewood) for more than thirty (30) days is prohibited.

e. The placement of framed enclosure composts as an accessory residential use is permitted, subject to all accessory use setbacks. Only yard/garden waste materials from the residential site shall be deposited within the compost, and in no case shall meat or meat by- products be composted. All composts shall be properly maintained so as not to become a nuisance to nearby properties.

J. Maintaining more than one unregistered or uninspected motor vehicle(s) on a lot, except for properly licensed new or used car dealers.

K. Any unnecessary noises or sounds by means of the human voice, or by any other means or methods which are physically annoying to the comfort of any person, or which are so harsh or so prolonged or unnatural or unusual in their use, time and place as to occasion physical discomfort, or which are injurious to the lives, health, peace and comfort of the inhabitants of said Borough, or any number thereof.

L. To sound any horn or warning device on any automobile, motorcycle, bus or other vehicle, except when required by law, or when to give timely warning of impending danger to persons driving other vehicles or to persons upon the street. No person shall sound any horn or warning device on any automobile, motorcycle, bus or other vehicle which shall emit an unreasonably loud or harsh sound, or for any unnecessary or unreasonable period of time.

M. No emission of smoke, ash, dust, fumes, particulate matter or other air pollutant which violates applicable Federal, State, County or City laws and regulations. Any use or activity in the Borough shall obtain and maintain all necessary license and permits from the appropriate County, State and Federal agencies as a condition of occupancy.

N. No emission of odorous gases or other matter from any source in such quantities as to be offensive on adjoining streets or adjacent lots. Any violation hereof constitutes a nuisance.

O. No lighting device or reflective surface may produce objectionable glare into neighboring properties and/or roadways. Any violation hereof constitutes a nuisance.

P. No discharge of any waste contrary to the provisions established by the Pennsylvania Department of Environmental Protection governing discharges of radiological chemical or biological wastes into surfaces or subsurface waters. Any violation hereof constitutes a nuisance.

OWNER – A person giving, leasing occupying or having charge of any premises within the Borough.

PERSON – Any natural person, firm, partnership, association, corporation, company or organization of any kind.

PORCH or EXTERIOR ATTACHMENT – Any area attached to or appended to a building regularly used for dwelling.

PORCH ROOF – A roof at the second story or above on any building, which extends over an unenclosed area.

REGULARLY TRAVELED STREET – Any street, alley or thoroughfare on which one or more motor vehicles travel during any twenty-four-hour period.

Section 3. Illegality of nuisances.

Nuisances, as defined herein, are hereby declared to be illegal.

Section 4. Abatement.

A. Abatement of nuisance by owners. The owner, owners, tenants, lessees and/or occupants of any lot within the Borough upon which a nuisance is found to exist and also the owner, owners and/or lessees of said personally involved in such storage (all of whom are hereafter referred to as "owners") shall jointly and severally abate said nuisance by the prompt removal of said nuisance.

B. Abatement of nuisance by Borough. Whenever said owner(s) shall fail to abate said nuisance, the Borough shall take such action as is necessary to abate said nuisance without liability for damage to the property. The actual costs of abating said nuisance, including actual labor charges, equipment, rental charges, postage and 25% of the costs for administrative overhead, shall be collected from the owner of the premises either by a civil action or by the filing of a municipal claim or lien against the said real property. In addition to the above, the Borough may, by an action in equity, compel the owner to comply with this chapter or take such other relief as a court may order.

Section 5. Enforcement; compliance.

A. Whenever a condition constituting a nuisance is permitted or maintained upon premises situate in the borough, the Building Inspector shall cause written notice to be served upon the owner in one of the following ways:

(1) By personal delivery of the notice to the owner, tenant or lessee of the premises.

(2) By leaving the notice with an adult upon the premises.

(3) By attaching a copy of the notice to the door at the entrance of the premises in violation.

(4) By mailing, by certified mail, a notice to the last known address of owner.

B. Such notice shall set forth in what respects such conditions constitute a nuisance and whether removal is necessary and required by the Borough or whether the situation can be corrected by repairs, alterations or by boarding or fencing or in some other manner confining and limiting the nuisance.

C. Such notice shall require the owner(s) to commence action, in accordance with the terms thereof, within seven days of the date of the notice, and thereafter to complete the work necessary to comply fully with the terms of the notice as soon as is reasonable, but not later than 30 days from the date of said notice, provided that the owner(s) has quested such an extension within the original term for compliance.

D. The expense of said compliance shall be at the expense of the owner; provided however, that if a violation requires immediate correction, such notice shall require the owner to immediately complies with the terms thereof.

E. Each day shall constitute a separate violation of this chapter.

F. Whenever a condition allegedly constituting a dangerous building shall remain unabated following notice by the Borough, then the Borough shall institute proceedings to have the building or structure declared a dangerous building and the nuisance abated. The procedure to be followed shall be adopted by the Council of the Borough of Harmony by resolution.

Section 6. Violations and penalties.

Any person, persons, firm or corporation who shall violate any of the provisions of this Ordinance, shall, upon conviction thereof, be punished by a fine of not less than One Hundred and 00/100 ($100.00) Dollars nor more than One Thousand and 00/100 ($1,000.00) Dollars, and in default of the payment of such fine and costs, to undergo imprisonment in the County Jail for a period of not less than thirty (30) days, nor more than ninety (90) days.

Each violation of any of the provisions of this ordinance shall be deemed to be a separate and distinct offense.

Section 7. Conflict.

That any ordinance or part thereof that may conflict herewith or be repealed hereby, be and the same is hereby repealed to the extent of said conflict.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 2nd DAY OF June, 2015.

ATTEST

Amy Brown
Secretary

BOROUGH OF HARMONY

By: Greg Such
Greg Such, Council President

EXAMINED AND APPROVED BY ME THIS 2nd **DAY OF**

June, **2015.**

Cathy Rape

Cathy Rape, Mayor

ORDINANCE NO 413

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, COMMONWEALTH OF PENNSYLVANIA, AMENDING THE CODE OF ORDINANCES AT CHAPTER 15, MOTOR VEHICLES AND TRAFFIC, §203, STOP INTERSECTIONS ESTABLISHED, TO INCLUDE THE FOLLOWING STOP INTERSECTIONS: MAIN STREET AT GERMAN STREET AND MERCER STREET AT SPRING STREET FOR TRAFFIC.

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, the Borough Council of the Borough of Harmony, Butler County, Pennsylvania, has determined it necessary to install stop signs at the following intersections: the intersection of Main Street and German Street and the intersection of Mercer Street at Spring Street.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND IT IS HEREBY ORDAINED AND ENACTED BY AND WITH THE SAME THAT:

SECTION 1: The following intersections are established as stop intersections, and official stop signs shall be erected in such a position as to face traffic approaching the second-named street (the intersecting or through street) on the first-named street (the stop street) in the direction or directions indicated for that intersection.

SECTION 2: Chapter 15 of the Code of Ordinances §203 is hereby amended to include the following stop intersections:

STOP STREET	INTERSECTION OR THROUGH STREET	DIRECTION OF TRAVEL
Main Street	German Street	Eastbound
Main Street	German Street	Westbound
Main Street	German Street	Northbound
Main Street	German Street	Southbound
Mercer Street	Spring Street	Northbound
Mercer Street	Spring Street	Eastbound
Mercer Street	Spring Street	Westbound

SECTION 3: The erection and maintenance of official stop signs at these locations is hereby authorized.

SECTION 4: Every driver of a vehicle approaching the intersection of the first named or stop street, in the direction indicated in each case, shall stop the vehicle as required by §3323(b) of the Vehicle Code, and shall not proceed into or across the second-named or intersecting or through street until they have followed all applicable requirements of that section of the law.

SECTION 5: Any person violating any section of this Ordinance shall, upon conviction, be sentenced to pay a fine of twenty-five dollars ($25.00) and costs.

SECTION 6: Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed insofar as the same conflicts with this Ordinance.

SECTION 7: The appropriate Officers of the Borough of Harmony are hereby authorized and directed to execute any and all documents necessary to effectuate the purposes of this Ordinance.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 7th DAY OF July, 2015.

ATTEST

Amy Brown
Secretary

BOROUGH OF HARMONY

By: Greg Such
Greg Such, Council President

EXAMINED AND APPROVED BY ME THIS 7th DAY OF July,

2015.

Cathy Rape, Mayor
Cathy Rape, Mayor

BOROUGH OF HARMONY
ORDINANCE NO. 414

AN ORDINANCE REQUIRING ALL PERSONS, PARTNERSHIPS, BUSINESSES, AND CORPORATIONS TO OBTAIN A PERMIT FOR ANY CONSTRUCTION OR DEVELOPMENT; PROVIDING FOR THE ISSUANCE OF SUCH PERMITS; SETTING FORTH CERTAIN MINIMUM REQUIREMENTS FOR NEW CONSTRUCTION AND DEVELOPMENT WITHIN AREAS OF THE BOROUGH OF HARMONY WHICH ARE SUBJECT TO FLOODING; AND ESTABLISHING PENALTIES FOR ANY PERSONS WHO FAIL, OR REFUSE TO COMPLY WITH, THE REQUIREMENTS OR PROVISIONS OF THIS ORDINANCE.

ARTICLE I. STATUTORY AUTHORIZATION

The Legislature of the Commonwealth of Pennsylvania has, by the passage of the Pennsylvania Flood Plain Management Act of 1978, delegated the responsibility to local governmental units to adopt floodplain management regulations to promote public health, safety, and the general welfare of its citizenry. Therefore, the Council of the Borough of Harmony does hereby order as follows.

ARTICLE II. GENERAL PROVISIONS

Section 2.01 Intent

The intent of this Ordinance is to:

A. Promote the general health, welfare, and safety of the community.

B. Encourage the utilization of appropriate construction practices in order to prevent or minimize flood damage in the future.

C. Minimize danger to public health by protecting water supply and natural drainage.

D. Reduce financial burdens imposed on the community, its governmental units, and its residents, by preventing excessive development in areas subject to flooding.

E. Comply with federal and state floodplain management requirements.

Section 2.02 Applicability

A. It shall be unlawful for any person, partnership, business or corporation to undertake, or cause to be undertaken, any construction or development anywhere within the Borough of Harmony unless a Permit has been obtained from the Floodplain Administrator.

B. A Permit shall not be required for minor repairs to existing buildings or structures.

Section 2.03 Abrogation and Greater Restrictions

This ordinance supersedes any other conflicting provisions which may be in effect in identified floodplain areas. However, any other ordinance provisions shall remain in full force and effect to the extent that those provisions are more restrictive. If there is any conflict between any of the provisions of this Ordinance, the more restrictive shall apply.

Section 2.04 Severability

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such a decision shall not affect the remaining portions of the Ordinance, which shall remain in full force and effect, and for this purpose the provisions of this Ordinance are hereby declared to be severable.

Section 2.05 Warning and Disclaimer of Liability

The degree of flood protection sought by the provisions of this Ordinance is considered reasonable for regulatory purposes and is based on accepted engineering methods of study. Larger floods may occur or flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This Ordinance does not imply that areas outside any identified floodplain areas, or that land uses permitted within such areas will be free from flooding or flood damages.

This Ordinance shall not create liability on the part of the Borough of Harmony or any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made thereunder.

ARTICLE III. ADMINISTRATION

Section 3.01 Designation of the Floodplain Administrator

The Code Enforcement Officer is hereby appointed to administer and enforce this ordinance and is referred to herein as the Floodplain Administrator The Floodplain Administrator may: (A) Fulfill the duties and responsibilities set forth in these regulations, (B) Delegate duties and responsibilities set forth in these regulations to qualified technical personnel, plan examiners, inspectors, and other employees, or (C) Enter into a written agreement or written contract with another agency or private sector entity to administer specific provisions of these regulations. Administration of any part of these regulations by another entity shall not relieve the community of its responsibilities pursuant to the participation requirements of the National Flood Insurance Program as set forth in the Code of Federal Regulations at 44 C.F.R. Section 59.22.

In the absence of a designated Floodplain Administrator, the Floodplain Administrator duties are to be fulfilled by the President of Council.

Section 3.02 Permits Required

A Permit shall be required before any construction or development is undertaken within any area of the Borough of Harmony.

Section 3.03 Duties and Responsibilities of the Floodplain Administrator

A. The Floodplain Administrator shall issue a Permit only after it has been determined that the proposed work to be undertaken will be in conformance with the requirements of this and all other applicable codes and ordinances.

B. Prior to the issuance of any permit, the Floodplain Administrator shall review the application for the permit to determine if all other necessary government permits required by state and federal laws have been obtained, such as those required by the Pennsylvania Sewage Facilities Act (Act 1966-537, as amended); the Pennsylvania Dam Safety and Encroachments Act (Act 1978-325, as amended); the Pennsylvania Clean Streams Act (Act 1937-394, as amended); and the U.S. Clean Water Act, Section 404, 33, U.S.C. 1344. No permit shall be issued until this determination has been made.

C. During the construction period, the Floodplain Administrator or other authorized official shall inspect the premises to determine that the work is progressing in compliance with the information provided on the permit application and with all applicable municipal laws and ordinances. He/she shall make as many inspections during and upon completion of the work as are necessary.

D. In the discharge of his/her duties, the Floodplain Administrator shall have the authority to enter any building, structure, premises or development in the identified floodplain area, upon presentation of proper credentials, at any reasonable hour to enforce the provisions of this ordinance.

E. In the event the Floodplain Administrator discovers that the work does not comply with the permit application or any applicable laws and ordinances, or that there has been a false statement or misrepresentation by any applicant, the Floodplain Administrator shall revoke the Permit and report such fact to the Council for whatever action it considers necessary.

F. The Floodplain Administrator shall maintain in perpetuity all records associated with the requirements of this ordinance including, but not limited to, finished construction elevation data, permitting, inspection and enforcement.

G. The Floodplain Administrator is the official responsible for submitting a biennial report to FEMA concerning community participation in the National Flood Insurance Program.

H. The responsibility, authority and means to implement the commitments of the Floodplain Administrator can be delegated from the person identified. However, the ultimate responsibility lies with the person identified in the floodplain ordinance as the floodplain administrator/manager.

I. The Floodplain Administrator shall consider the requirements of the 34 PA Code and the 2009 IBC and the 2009 IRC or the latest edition thereof adopted by the State of Pennsylvania.

Section 3.04 Application Procedures and Requirements

A. Application for such a Permit shall be made, in writing, to the Floodplain Administrator on forms supplied by the Borough of Harmony. Such application shall contain the following:

1. Name and address of applicant.

2. Name and address of owner of land on which proposed construction is to occur.

3. Name and address of contractor.

4. Site location including address.

5. Listing of other permits required.

6. Brief description of proposed work and estimated cost, including a breakout of flood-related cost and the market value of the building before the flood damage occurred where appropriate.

7. A plan of the site showing the exact size and location of the proposed construction as well as any existing buildings or structures.

B. If any proposed construction or development is located entirely or partially within any identified floodplain area, applicants for Permits shall provide all the necessary information in sufficient detail and clarity to enable the Floodplain Administrator to determine that:

1. all such proposals are consistent with the need to minimize flood damage and conform with the requirements of this and all other applicable codes and ordinances;

2. all utilities and facilities, such as sewer, gas, electrical and water systems are located and constructed to minimize or eliminate flood damage;

3. adequate drainage is provided so as to reduce exposure to flood hazards;

4. structures will be anchored to prevent floatation, collapse, or lateral movement;

5. building materials are flood-resistant;

6. appropriate practices that minimize flood damage have been used; and

7. electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities have been designed and located to prevent water entry or accumulation.

C. Applicants shall file the following minimum information plus any other pertinent information as may be required by the Floodplain Administrator to make the above

determination:

1. A completed Permit Application Form.

2. A plan of the entire site, clearly and legibly drawn at a scale of one (1) inch being equal to one hundred (100) feet or less, showing the following:

    a. north arrow, scale, and date;

    b. topographic contour lines, if available;

    c. the location of all existing and proposed buildings, structures, and other improvements, including the location of any existing or proposed subdivision and development;

    d. the location of all existing streets, drives, and other access ways; and

    e. the location of any existing bodies of water or watercourses, identified floodplain areas, and, if available, information pertaining to the floodway, and the flow of water including direction and velocities.

3. Plans of all proposed buildings, structures and other improvements, drawn at suitable scale showing the following:

    a. the proposed lowest floor elevation of any proposed building based upon North American Vertical Datum of 1988;

    b. the elevation of the base flood;

    c. supplemental information as may be necessary under 34 PA Code, the 2009 IBC or the 2009 IRC or latest edition thereof adopted by the State of Pennsylvania.

4. The following data and documentation:

    a. detailed information concerning any proposed floodproofing measures and corresponding elevations.

    b. if available, information concerning flood depths, pressures, velocities, impact and uplift forces and other factors associated with a base flood.

    c. documentation, certified by a registered professional engineer or architect, to show that the cumulative effect of any proposed development within Floodway Area (See section 4.02 A) when combined with all other existing and anticipated development, will not increase the base flood elevation at any point.

    d. a document, certified by a registered professional engineer or architect,

which states that the proposed construction or development has been adequately designed to withstand the pressures, velocities, impact and uplift forces associated with the base flood.

Such statement shall include a description of the type and extent of flood proofing measures which have been incorporated into the design of the structure and/or the development.

e. detailed information needed to determine compliance with Section 5.03 F., Storage, and Section 5.04, Development Which May Endanger Human Life, including:

   i. the amount, location and purpose of any materials or substances referred to in Sections 5.03 F. and 5.04 which are intended to be used, produced, stored or otherwise maintained on site.

   ii. a description of the safeguards incorporated into the design of the proposed structure to prevent leaks or spills of the dangerous materials or substances listed in Section 5.04 during a base flood.

f. the appropriate component of the Department of Environmental Protection's "Planning Module for Land Development."

g. where any excavation or grading is proposed, a plan meeting the requirements of the Department of Environmental Protection, to implement and maintain erosion and sedimentation control.

D. Applications for Permits shall be accompanied by a fee, payable to the municipality based upon the estimated cost of the proposed construction as determined by the Floodplain Administrator.

Section 3.05 Review of Application by Others

A copy of all plans and applications for any proposed construction or development in any identified floodplain area to be considered for approval may be submitted by the Floodplain Administrator to any other appropriate agencies and/or individuals (e.g. planning commission, municipal engineer, etc.) for review and comment.

Section 3.06 Changes

After the issuance of a Permit by the Floodplain Administrator, no changes of any kind shall be made to the application, permit or any of the plans, specifications or other documents submitted with the application without the written consent or approval of the Floodplain Administrator. Requests for any such change shall be in writing, and shall be submitted by the applicant to Floodplain Administrator for consideration.

Section 3.07 Placards

In addition to the Permit, the Floodplain Administrator shall issue a placard, or similar

document, which shall be displayed on the premises during the time construction is in progress. This placard shall show the number of the Permit, the date of its issuance, and be signed by the Floodplain Administrator.

Section 3.08 Start of Construction

Work on the proposed construction or development shall begin within 180 days after the date of issuance of the development permit. Work shall also be completed within twelve (12) months after the date of issuance of the permit or the permit shall expire unless a time extension is granted, in writing, by the Floodplain Administrator. The issuance of development permit does not refer to the zoning approval.

The actual start of construction means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first, alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Time extensions shall be granted only if a written request is submitted by the applicant, who sets forth sufficient and reasonable cause for the Floodplain Administrator to approve such a request and the original permit is compliant with the ordinance & FIRM/FIS in effect at the time the extension is granted.

Section 3.09 Enforcement

A. Notices

Whenever the Floodplain Administrator or other authorized municipal representative determines that there are reasonable grounds to believe that there has been a violation of any provisions of this Ordinance, or of any regulations adopted pursuant thereto, the Floodplain Administrator shall give notice of such alleged violation as hereinafter provided. Such notice shall:

1. be in writing;

2. include a statement of the reasons for its issuance;

3. allow a reasonable time not to exceed a period of thirty (30) days for the performance of any act it requires;

4. be served upon the property owner or his agent as the case may require; provided, however, that such notice or order shall be deemed to have been

properly served upon such owner or agent when a copy thereof has been served with such notice by any other method authorized or required by the laws of this State;

5. contain an outline of remedial actions which, if taken, will effect compliance with the provisions of this Ordinance.

B. Penalties

Any person who fails to comply with any or all of the requirements or provisions of this Ordinance or who fails or refuses to comply with any notice, order of direction of the Floodplain Administrator or any other authorized employee of the municipality shall be guilty of a summary offense and upon conviction shall pay a fine to Borough of Harmony, of not less than Twenty-five Dollars ($25.00) nor more than Six Hundred Dollars ($600.00) plus costs of prosecution. In addition to the above penalties all other actions are hereby reserved including an action in equity for the proper enforcement of this Ordinance. The imposition of a fine or penalty for any violation of, or noncompliance with this Ordinance shall not excuse the violation or noncompliance or permit it to continue. All such persons shall be required to correct or remedy such violations and noncompliance within a reasonable time. Any development initiated or any structure or building constructed, reconstructed, enlarged, altered, or relocated, in noncompliance with this Ordinance may be declared by the Council to be a public nuisance and abatable as such.

Section 3.10 Appeals

A. Any person aggrieved by any action or decision of the Floodplain Administrator concerning the administration of the provisions of this Ordinance, may appeal to the Court of Common Pleas. Such appeal must be filed, in writing, within thirty (30) days after the decision, determination or action of the Floodplain Administrator.

B. Upon receipt of such appeal the Court of Common Pleas shall consider the appeal in accordance with the Municipal Planning Code and any other local ordinance.

C. Any person aggrieved by any decision of the Court of Common Pleas may seek relief therefrom by appeal to court, as provided by the laws of this State including the Pennsylvania Flood Plain Management Act.

ARTICLE IV. IDENTIFICATION OF FLOODPLAIN AREAS

Section 4.01 Identification

The identified floodplain area shall be:

A. any areas of Borough of Harmony, classified as Special Flood Hazard Areas (SFHAs) in the Flood Insurance Study (FIS) and the accompanying Flood Insurance Rate Maps (FIRMs) and issued by the Federal Emergency Management Agency (FEMA) or the most recent revision thereof, including all digital data developed as part of the Flood Insurance Study and,

B. any Community Identified Flood Hazard Areas.

The above referenced FIS and FIRMs, and any subsequent revisions and amendments are hereby adopted by Borough of Harmony and declared to be a part of this ordinance.

Section 4.02 Description and Special Requirements of Identified Floodplain Areas

The identified floodplain area shall consist of the following specific areas:

A. The Floodway Area shall be those areas identified in the FIS and the FIRM as floodway and which represent the channel of a watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without increasing the water surface elevation by more than one (1) foot at any point. This term shall also include floodway areas which have been identified in other available studies or sources of information for those Special Flood Hazard Areas where no floodway has been identified in the FIS and FIRM.

    1. Within any floodway area, no encroachments, including fill, new construction, substantial improvements, or other development shall be permitted unless it has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

    2. Within any floodway area, no new construction or development shall be allowed, unless the appropriate permit is obtained from the Department of Environmental Protection Regional Office.

B. The AE Area/District shall be those areas identified as an AE Zone on the FIRM included in the FIS prepared by FEMA for which base flood elevations have been provided.

    1. The AE Area adjacent to the floodway shall be those areas identified as an AE Zone on the FIRM included in the FIS prepared by FEMA for which base flood elevations have been provided and a floodway has been delineated.

C. The A Area/District shall be those areas identified as an A Zone on the FIRM included in the FIS prepared by FEMA and for which no base flood elevations have been provided. For these areas, elevation and floodway information from other Federal, State, or other acceptable sources shall be used when available. Where other acceptable information is not available, the base flood elevation shall be determined by using the elevation of a point on the boundary of the identified floodplain area which is nearest the construction

site.

In lieu of the above, the municipality may require the applicant to determine the elevation with hydrologic and hydraulic engineering techniques. Hydrologic and hydraulic analyses shall be undertaken only by professional engineers or others of demonstrated qualifications, who shall certify that the technical methods used correctly reflect currently accepted technical concepts. Studies, analyses, computations, etc., shall be submitted in sufficient detail to allow a thorough technical review by the municipality.

D. Community Identified Flood Hazard Areas shall be those areas where Borough of Harmony has identified local flood hazard or ponding areas, as delineated and adopted on a "Local Flood Hazard Map" using best available topographic data and locally derived information such as flood of record, historic high water marks, soils or approximate study methodologies.

Section 4.03 Changes in Identification of Area

The Identified Floodplain Area may be revised or modified by the Council where studies or information provided by a qualified agency or person documents the need for such revision. However, prior to any such change to the Special Flood Hazard Area, approval must be obtained from FEMA. Additionally, as soon as practicable, but not later than six (6) months after the date such information becomes available, a community shall notify FEMA of the changes to the Special Flood Hazard Area by submitting technical or scientific data. See 5.01 (B) for situations where FEMA notification is required.

Section 4.04 Boundary Disputes

Should a dispute concerning any identified floodplain boundary arise, an initial determination shall be made by the Floodplain Administrator and any party aggrieved by this decision or determination may appeal to the Court of Common Pleas. The burden of proof shall be on the appellant.

Section 4.05 Jurisdictional Boundary Changes

Prior to development occurring in areas where annexation or other corporate boundary changes are proposed or have occurred, the community shall review flood hazard data affecting the lands subject to boundary changes. The community shall adopt and enforce floodplain regulations in areas subject to annexation or corporate boundary changes which meet or exceed those in CFR 44 60.3.

ARTICLE V. TECHNICAL PROVISIONS

Section 5.01 General

A. Alteration or Relocation of Watercourse

1. No encroachment, alteration, or improvement of any kind shall be made to any watercourse until all adjacent municipalities which may be affected by such

action have been notified by the municipality, and until all required permits or approvals have first been obtained from the Department of Environmental Protection Regional Office.

2. No encroachment, alteration, or improvement of any kind shall be made to any watercourse unless it can be shown that the activity will not reduce or impede the flood carrying capacity of the watercourse in any way.

3. In addition, FEMA and the Pennsylvania Department of Community and Economic Development, shall be notified prior to any alteration or relocation of any watercourse.

B. When Borough of Harmony proposes to permit the following encroachments:

- any development that causes a rise in the base flood elevations within the floodway; or

- any development occurring in Zones A1-30 and Zone AE without a designated floodway, which will cause a rise of more than one foot in the base flood elevation; or

- alteration or relocation of a stream (including but not limited to installing culverts and bridges)

the applicant shall (as per 44 CFR Part 65.12):

1. apply to FEMA for conditional approval of such action prior to permitting the encroachments to occur.

2. Upon receipt of the Administrator's conditional approval of map change and prior to approving the proposed encroachments, a community shall provide evidence to FEMA of the adoption of floodplain management ordinances incorporating the increased base flood elevations and / or revised floodway reflecting the post-project condition.

3. Upon completion of the proposed encroachments, a community shall provide as-built certifications. FEMA will initiate a final map revision upon receipt of such certifications in accordance with 44 CFR Part 67.

C. Any new construction, development, uses or activities allowed within any identified floodplain area shall be undertaken in strict compliance with the provisions contained in this Ordinance and any other applicable codes, ordinances and regulations.

D. Within any Identified Floodplain Area, no new construction or development shall be located within the area measured fifty (50) feet landward from the top-of-bank of any watercourse.

Section 5.02 Elevation and Floodproofing Requirements

A. Residential Structures

1. In AE, A1-30, and AH Zones, any new construction or substantial improvement shall have the lowest floor (including basement) elevated up to, or above, the Regulatory Flood Elevation.

2. In A Zones, where there are no Base Flood Elevations specified on the FIRM, any new construction or substantial improvement shall have the lowest floor (including basement) elevated up to, or above, the Regulatory Flood Elevation determined in accordance with Section 4.02.C of this ordinance.

3. The design and construction standards and specifications contained in the 2009 International Building Code (IBC) and in the 2009 International Residential Code (IRC) or the latest edition thereof adopted by the State of Pennsylvania, and ASCE 24 and 34 PA Code (Chapters 401-405 as amended) shall be utilized, where they are more restrictive.

B. Non-residential Structures

1. In AE, A1-30 and AH Zones, any new construction or substantial improvement of a non-residential structure shall have the lowest floor (including basement) elevated up to, or above, the Regulatory Flood Elevation, or be designed and constructed so that the space enclosed below the Regulatory Flood Elevation:

    a. is floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water and,

    b. has structural components with the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy:

2. In A Zones, where no Base Flood Elevations are specified on the FIRM, any new construction or substantial improvement shall have the lowest floor (including basement) elevated or completely floodproofed up to, or above, the Regulatory Flood Elevation determined in accordance with Section 4.02.C of this ordinance.

3. Any non-residential structure, or part thereof, made watertight below the Regulatory Flood Elevation shall be floodproofed in accordance with the W1 or W2 space classification standards contained in the publication entitled "Flood-Proofing Regulations" published by the U.S. Army Corps of Engineers (June 1972, as amended March 1992) or with some other equivalent standard. All plans and specifications for such floodproofing shall be accompanied by a statement certified by a registered professional engineer or architect which states that the proposed design and methods of construction are in conformance with the above referenced standards.

4. The design and construction standards and specifications contained in the 2009

International Building Code (IBC) and in the 2009 International Residential Code (IRC) or the latest edition thereof adopted by the State of Pennsylvania, and ASCE 24 and 34 PA Code (Chapters 401-405 as amended) shall be utilized, where they are more restrictive.

C. Space below the lowest floor

1. Basements are prohibited

2. Fully enclosed space below the lowest floor (excluding basements) which will be used solely for the parking of a vehicle, building access, or incidental storage in an area other than a basement, shall be designed and constructed to allow for the automatic entry and exit of flood waters for the purpose of equalizing hydrostatic forces on exterior walls. The term "fully enclosed space" also includes crawl spaces.

3. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet or exceed the following minimum criteria:

    a. a minimum of two openings having a net total area of not less than one (1) square inch for every square foot of enclosed space.

    b. the bottom of all openings shall be no higher than one (1) foot above grade.

    c. openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

D. Historic Structures

Historic structures undergoing repair or rehabilitation that would constitute a substantial improvement as defined in this ordinance, must comply with all ordinance requirements that do not preclude the structure's continued designation as a historic structure. Documentation that a specific ordinance requirement will cause removal of the structure from the National Register of Historic Places or the State Inventory of Historic places must be obtained from the Secretary of the Interior or the State Historic Preservation Officer. Any exemption from ordinance requirements will be the minimum necessary to preserve the historic character and design of the structure.

E. Accessory structures

Structures accessory to a principal building need not be elevated or floodproofed to remain dry, but shall comply, at a minimum, with the following requirements:

1. the structure shall not be designed or used for human habitation, but shall be limited to the parking of vehicles, or to the storage of tools, material, and

equipment related to the principal use or activity.

2. floor area shall not exceed 200 square feet.

3. The structure will have a low damage potential.

4. the structure will be located on the site so as to cause the least obstruction to the flow of flood waters.

5. power lines, wiring, and outlets will be elevated to the Regulatory Flood Elevation.

6. permanently affixed utility equipment and appliances such as furnaces, heaters, washers, dryers, etc. are prohibited.

7. sanitary facilities are prohibited.

8. the structure shall be adequately anchored to prevent flotation, collapse, and lateral movement and shall be designed to automatically provide for the entry and exit of floodwater for the purpose of equalizing hydrostatic forces on the walls. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet or exceed the following minimum criteria:

    a. a minimum of two openings having a net total area of not less than one (1) square inch for every square foot of enclosed space.

    b. the bottom of all openings shall be no higher than one (1) foot above grade.

    c. openings may be equipped with screens, louvers, etc. or other coverings or devices provided that they permit the automatic entry and exit of flood waters.

Section 5.03 Design and Construction Standards

The following minimum standards shall apply for all construction and development proposed within any identified floodplain area:

A. Fill

1. If fill is used, it shall:

    a. extend laterally at least fifteen (15) feet beyond the building line from all points;

    b. consist of soil or small rock materials only - Sanitary Landfills shall not be

permitted;

c. be compacted to provide the necessary permeability and resistance to erosion, scouring, or settling;

d. be no steeper than one (1) vertical to two (2) horizontal feet unless substantiated data justifying steeper slopes are submitted to, and approved by the Floodplain Administrator; and

e. be used to the extent to which it does not adversely affect adjacent properties.

B. Drainage Facilities

Storm drainage facilities shall be designed to convey the flow of storm water runoff in a safe and efficient manner. The system shall ensure proper drainage along streets, and provide positive drainage away from buildings. The system shall also be designed to prevent the discharge of excess runoff onto adjacent properties.

C. Water and Sanitary Sewer Facilities and Systems

1. All new or replacement water supply and sanitary sewer facilities and systems shall be located, designed and constructed to minimize or eliminate flood damages and the infiltration of flood waters.

2. Sanitary sewer facilities and systems shall be designed to prevent the discharge of untreated sewage into flood waters.

3. No part of any on-site waste disposal system shall be located within any identified floodplain area except in strict compliance with all State and local regulations for such systems. If any such system is permitted, it shall be located so as to avoid impairment to it, or contamination from it, during a flood.

4. The design and construction provisions of the UCC and FEMA #348, "Protecting Building Utilities From Flood Damages" and "The International Private Sewage Disposal Code" shall be utilized.

D. Other Utilities

All other utilities such as gas lines, electrical and telephone systems shall be located, elevated (where possible) and constructed to minimize the chance of impairment during a flood.

E. Streets

The finished elevation of all new streets shall be no more than one (1) foot below the Regulatory Flood Elevation.

F. Storage

All materials that are buoyant, flammable, explosive, or in times of flooding, could be injurious to human, animal, or plant life, and not listed in Section 5.04, Development Which May Endanger Human Life, shall be stored at or above the Regulatory Flood Elevation or floodproofed to the maximum extent possible.

G. Placement of Buildings and Structures

All buildings and structures shall be designed, located, and constructed so as to offer the minimum obstruction to the flow of water and shall be designed to have a minimum effect upon the flow and height of flood water.

H. Anchoring

1. All buildings and structures shall be firmly anchored in accordance with accepted engineering practices to prevent flotation, collapse, or lateral movement.

2. All air ducts, large pipes, storage tanks, and other similar objects or components located below the Regulatory Flood Elevation shall be securely anchored or affixed to prevent flotation.

I. Floors, Walls and Ceilings

1. Wood flooring used at or below the Regulatory Flood Elevation shall be installed to accommodate a lateral expansion of the flooring, perpendicular to the flooring grain without causing structural damage to the building.

2. Plywood used at or below the Regulatory Flood Elevation shall be of a "marine" or "water-resistant" variety.

3. Walls and ceilings at or below the Regulatory Flood Elevation shall be designed and constructed of materials that are "water-resistant" and will withstand inundation.

4. Windows, doors, and other components at or below the Regulatory Flood Elevation shall be made of metal or other "water-resistant" material.

J. Paints and Adhesives

1. Paints and other finishes used at or below the Regulatory Flood Elevation shall be of "marine" or "water-resistant" quality.

2. Adhesives used at or below the Regulatory Flood Elevation shall be of a "marine" or "water-resistant" variety.

3. All wooden components (doors, trim, cabinets, etc.) used at or below the Regulatory Flood Elevation shall be finished with a "marine" or "water-resistant" paint or other finishing material.

K. Electrical Components

1. Electrical distribution panels shall be at least three (3) feet above the base flood elevation.

2. Separate electrical circuits shall serve lower levels and shall be dropped from above.

L. Equipment

Water heaters, furnaces, air conditioning and ventilating units, and other electrical, mechanical or utility equipment or apparatus shall not be located below the Regulatory Flood Elevation.

M. Fuel Supply Systems

All gas and oil supply systems shall be designed to prevent the infiltration of flood waters into the system and discharges from the system into flood waters. Additional provisions shall be made for the drainage of these systems in the event that flood water infiltration occurs.

N. Uniform Construction Code Coordination

The Standards and Specifications contained in 34 PA Code (Chapters 401-405), as amended and not limited to the following provisions shall apply to the above and other sections and sub-sections of this ordinance, to the extent that they are more restrictive and supplement the requirements of this ordinance.

International Building Code (IBC) 2009 or the latest edition thereof adopted by the State of Pennsylvania:
Secs. 801, 1202, 1403, 1603, 1605, 1612, 3402, and Appendix G.

International Residential Building Code (IRC) 2009 or the latest edition thereof adopted by the State of Pennsylvania:
Secs. R104, R105, R109, R322, Appendix E, and Appendix J.

Section 5.04 Development Which May Endanger Human Life

Within any Identified Floodplain Area, any structure of the kind described in Subsection A., below, shall be prohibited. If a variance is obtained in accordance with the criteria in Article VIII, then the following provisions apply: (5.04 B, C, & D).

A. In accordance with the Pennsylvania Flood Plain Management Act, and the regulations adopted by the Department of Community and Economic Development as required by the Act, any new or substantially improved structure which:

1. will be used for the production or storage of any of the following dangerous materials or substances; or,

2. will be used for any activity requiring the maintenance of a supply of more than 550 gallons, or other comparable volume, of any of the following dangerous materials or substances on the premises; or,

3. will involve the production, storage, or use of any amount of radioactive substances;

shall be subject to the provisions of this section, in addition to all other applicable provisions. The following list of materials and substances are considered dangerous to human life:

- Acetone
- Ammonia
- Benzene
- Calcium carbide
- Carbon disulfide
- Celluloid
- Chlorine
- Hydrochloric acid
- Hydrocyanic acid
- Magnesium
- Nitric acid and oxides of nitrogen
- Petroleum products (gasoline, fuel oil, etc.)
- Phosphorus
- Potassium
- Sodium
- Sulphur and sulphur products
- Pesticides (including insecticides, fungicides, and rodenticides)
- Radioactive substances, insofar as such substances are not otherwise regulated.

B. Within any Identified Floodplain Area, any new or substantially improved structure of the kind described in Subsection A., above, shall be prohibited within the area measured fifty (50) feet landward from the top-of-bank of any watercourse.

C. Within any Floodway Area, any structure of the kind described in Subsection A., above, shall be prohibited. Where permitted within any Identified Floodplain Area, any new or substantially improved residential structure of the kind described in Section 5.04 (A), above, shall be elevated to remain completely dry up to at least one and one half (1 ½) feet above base flood elevation and built in accordance with Sections 5.01, 5.02 and 5.03.

D. Where permitted within any Identified Floodplain Area, any new or substantially improved non-residential structure of the kind described in Section 5.04 (A) above, shall be built in accordance with Sections 5.01, 5.02 and 5.03 including:

1. elevated, or designed and constructed to remain completely dry up to at least one and one half (1 ½) feet above base flood elevation, and

2. designed to prevent pollution from the structure or activity during the course of a base flood.

Any such structure, or part thereof, that will be built below the Regulatory Flood Elevation shall be designed and constructed in accordance with the standards for completely dry floodproofing contained in the publication "Flood-Proofing Regulations (U.S. Army Corps of Engineers, June 1972 as amended March 1992), or with some other equivalent watertight standard.

Section 5.05 Special Requirements for Subdivisions and Development

All subdivision proposals and development proposals containing at least 50 lots or at least 5 acres, whichever is the lesser, in Identified Floodplain Areas where base flood elevation data are not available, shall be supported by hydrologic and hydraulic engineering analyses that determine base flood elevations and floodway information. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for a Conditional Letter of Map Revision and Letter of Map Revision. Submittal requirements and processing fees shall be the responsibility of the applicant.

Section 5.06 Special Requirements for Manufactured Homes

A. Within any Identified Floodplain Area manufactured homes shall be prohibited. If a variance is obtained in accordance with the criteria in Article VIII, then the following provisions apply:

B. Within any Floodway Area/District, manufactured homes shall be prohibited. If a variance is obtained in accordance with the criteria in Article VIII, then the following provisions apply:

C. Within any Identified Floodplain Area manufactured homes shall be prohibited within the area measured fifty (50) feet landward from the top-of-bank of any watercourse.

D. Where permitted within any Identified Floodplain Area, all manufactured homes, and any improvements thereto, shall be:

1. placed on a permanent foundation;

2. elevated so that the lowest floor of the manufactured home is at least one and one half (1 ½) feet above base flood elevation;

3. and anchored to resist flotation, collapse, or lateral movement.

4. and have all ductwork and utilities including HVAC/heat pump elevated to the Regulatory Flood Elevation.

E. Installation of manufactured homes shall be done in accordance with the manufacturers' installation instructions as provided by the manufacturer. Where the applicant cannot

provide the above information, the requirements of Appendix E of the 2009 "International Residential Building Code" or the "U.S. Department of Housing and Urban Development's Permanent Foundations for Manufactured Housing," 1984 Edition, draft or latest revision thereto and 34 PA Code Chapter 401-405 shall apply.

F. Consideration shall be given to the installation requirements of the 2009 IBC, and the 2009 IRC or the latest edition thereto adopted by the State of Pennsylvania, and 34 PA Code, as amended where appropriate and/or applicable to units where the manufacturers' standards for anchoring cannot be provided or were not established for the proposed unit(s) installation.

Section 5.07 Special Requirements for Recreational Vehicles

A. Recreational vehicles in Zones A, A1-30, AH and AE must either:

1. be on the site for fewer than 180 consecutive days, and

2. be fully licensed and ready for highway use,

or

3. be removed from the floodplain when a flood warning is issued

ARTICLE VI. ACTIVITIES REQUIRING SPECIAL PERMITS

Section 6.01 General

In accordance with the administrative regulations promulgated by the Department of Community and Economic Development to implement the Pennsylvania Flood Plain Management Act, the following activities shall be prohibited within any Identified Floodplain Area unless a Special Permit has been issued by the Borough of Harmony:

A. The commencement of any of the following activities; or the construction, enlargement, or expansion of any structure used, or intended to be used, for any of the following activities:

1. Hospitals

2. Nursing homes

3. Jails or prisons

B. The commencement of, or any construction of, a new manufactured home park or manufactured home subdivision, or substantial improvement to an existing manufactured home park or manufactured home subdivision.

Section 6.02 Application Requirements for Special Permits

Applicants for Special Permits shall provide five copies of the following items:

A. A written request including a completed Permit Application Form.

B. A small scale map showing the vicinity in which the proposed site is located.

C. A plan of the entire site, clearly and legibly drawn at a scale of one (1) inch being equal to one hundred (100) feet or less, showing the following:

1. north arrow, scale and date;

2. topography based upon the North American Vertical Datum (NAVD) of 1988, showing existing and proposed contours at intervals of two (2) feet;

3. all property and lot lines including dimensions, and the size of the site expressed in acres or square feet;

4. the location of all existing streets, drives, other access ways, and parking areas, with information concerning widths, pavement types and construction, and elevations;

5. the location of any existing bodies of water or watercourses, buildings, structures and other public or private facilities, including railroad tracks and facilities, and any other natural and man-made features affecting, or affected by, the proposed activity or development;

6. the location of the floodplain boundary line, information and spot elevations concerning the base flood elevation, and information concerning the flow of water including direction and velocities;

7. the location of all proposed buildings, structures, utilities, and any other improvements; and

8. any other information which the municipality considers necessary for adequate review of the application.

D. Plans of all proposed buildings, structures and other improvements, clearly and legibly drawn at suitable scale showing the following:

1. sufficiently detailed architectural or engineering drawings, including floor plans, sections, and exterior building elevations, as appropriate;

2. for any proposed building, the elevation of the lowest floor (including basement) and, as required, the elevation of any other floor;

3. complete information concerning flood depths, pressures, velocities, impact and uplift forces, and other factors associated with the base flood;

4. detailed information concerning any proposed floodproofing measures;

5. cross section drawings for all proposed streets, drives, other accessways, and

parking areas, showing all rights-of-way and pavement widths;

6. profile drawings for all proposed streets, drives, and vehicular accessways including existing and proposed grades; and

7. plans and profiles of all proposed sanitary and storm sewer systems, water supply systems, and any other utilities and facilities.

E. The following data and documentation:

1. certification from the applicant that the site upon which the activity or development is proposed is an existing separate and single parcel, owned by the applicant or the client he represents;

2. certification from a registered professional engineer, architect, or landscape architect that the proposed construction has been adequately designed to protect against damage from the base flood;

3. a statement, certified by a registered professional engineer, architect, landscape architect, or other qualified person which contains a complete and accurate description of the nature and extent of pollution that might possibly occur from the development during the course of a base flood, including a statement concerning the effects such pollution may have on human life;

4. a statement certified by a registered professional engineer, architect, or landscape architect, which contains a complete and accurate description of the effects the proposed development will have on base flood elevation and flows;

5. a statement, certified by a registered professional engineer, architect, or landscape architect, which contains a complete and accurate description of the kinds and amounts of any loose buoyant materials or debris that may possibly exist or be located on the site below the base flood elevation and the effects such materials and debris may have on base flood elevation and flows;

6. the appropriate component of the Department of Environmental Protection's "Planning Module for Land Development;"

7. where any excavation or grading is proposed, a plan meeting the requirements of the Department of Environmental Protection to implement and maintain erosion and sedimentation control;

8. any other applicable permits such as, but not limited to, a permit for any activity regulated by the Department of Environmental Protection under Section 302 of Act 1978-166; and

9. an evacuation plan which fully explains the manner in which the site will be safely evacuated before or during the course of a base flood.

Section 6.03 Application Review Procedures

Upon receipt of an application for a Special Permit by the Borough of Harmony the following procedures shall apply in addition to those of Article III:

A. Within three (3) working days following receipt of the application, a complete copy of the application and all accompanying documentation shall be forwarded to the County Planning Commission by registered or certified mail for its review and recommendations. Copies of the application shall also be forwarded to the Borough of Harmony Planning Commission and Borough of Harmony engineer for review and comment.

B. If an application is received that is incomplete, the Borough of Harmony shall notify the applicant in writing, stating in what respect the application is deficient.

C. If the Borough of Harmony decides to disapprove an application, it shall notify the applicant, in writing, of the reasons for the disapproval.

D. If the Borough of Harmony approves an application, it shall file written notification, together with the application and all pertinent information, with the Department of Community and Economic Development, by registered or certified mail, within five (5) working days after the date of approval.

E. Before issuing the Special Permit, the Borough of Harmony shall allow the Department of Community and Economic Development thirty (30) days, after receipt of the notification by the Department, to review the application and decision made by the Borough of Harmony.

F. If the Borough of Harmony does not receive any communication from the Department of Community and Economic Development during the thirty (30) day review period, it may issue a Special Permit to the applicant.

G. If the Department of Community and Economic Development should decide to disapprove an application, it shall notify the Borough of Harmony and the applicant, in writing, of the reasons for the disapproval, and the Borough of Harmony shall not issue the Special Permit.

Section 6.04 Special Technical Requirements

A. In addition to the requirements of Article V of this Ordinance, the following minimum requirements shall also apply to any proposed development requiring a Special Permit. If there is any conflict between any of the following requirements and those in Article V of this Ordinance or in any other code, ordinance, or regulation, the more restrictive provision shall apply.

B. No application for a Special Permit shall be approved unless it can be determined that the structure or activity will be located, constructed and maintained in a manner which will:

    1. Fully protect the health and safety of the general public and any occupants of the structure. At a minimum, all new structures shall be designed, located, and

constructed so that:

a. the structure will survive inundation by waters of the base flood without any lateral movement or damage to either the structure itself, or to any of its equipment or contents below the BFE.

b. the lowest floor (including basement) will be elevated to at least one and one half (1 ½) feet above base flood elevation.

c. the occupants of the structure can remain inside for an indefinite period of time and be safely evacuated at any time during the base flood.

2. Prevent any significant possibility of pollution, increased flood levels or flows, or debris endangering life and property.

All hydrologic and hydraulic analyses shall be undertaken only by professional engineers or others of demonstrated qualifications, who shall certify that the technical methods used correctly reflect currently accepted technical concepts. Studies, analyses, computations, etc. shall be submitted in sufficient detail to allow a thorough technical review by the Borough of Harmony and the Department of Community and Economic Development.

ARTICLE VII EXISTING STRUCTURES IN IDENTIFIED FLOODPLAIN AREAS

Section 7.01 Existing Structures

The provisions of this Ordinance do not require any changes or improvements to be made to lawfully existing structures. However, when an improvement is made to any existing structure, the provisions of Section 7.02 shall apply.

Section 7.02 Improvements

The following provisions shall apply whenever any improvement is made to an existing structure located within any Identified Floodplain Area:

A. No expansion or enlargement of an existing structure shall be allowed within any Floodway Area/District that would cause any increase in BFE.

B. Any modification, alteration, reconstruction, or improvement of any kind to an existing structure to an extent or amount of fifty (50) percent or more of its market value, shall constitute a substantial improvement and shall be undertaken only in full compliance with the provisions of this Ordinance.

C. The above activity shall also address the requirements of the 34 PA Code, as amended and the 2009 IBC and the 2009 IRC or most recent revision thereof adopted by the State of Pennsylvania.

ARTICLE VIII VARIANCES

Section 8.01 General

If compliance with any of the requirements of this Ordinance would result in an exceptional hardship to a prospective builder, developer or landowner, the Borough of Harmony may, upon request, grant relief from the strict application of the requirements.

Section 8.02 Variance Procedures and Conditions

Requests for variances shall be considered by the Borough of Harmony in accordance with the procedures contained in Section 3.10 and the following:

A. No variance shall be granted for any construction, development, use, or activity within any Floodway Area/District that would cause any increase in the BFE.

B. Except for a possible modification of the Regulatory Flood Elevation requirement involved, no variance shall be granted for any of the other requirements pertaining specifically to development regulated by Special Permit (Article VI) or to Development Which May Endanger Human Life (Section 5.04).

C. No variance shall be granted for: Prohibited Activities (Article VI)

D. If granted, a variance shall involve only the least modification necessary to provide relief.

E. In granting any variance, the Borough of Harmony shall attach whatever reasonable conditions and safeguards it considers necessary in order to protect the public health, safety, and welfare, and to achieve the objectives of this Ordinance.

F. Whenever a variance is granted, the Borough of Harmony shall notify the applicant in writing that:

    1. The granting of the variance may result in increased premium rates for flood insurance.

    2. Such variances may increase the risks to life and property.

G. In reviewing any request for a variance, the Borough of Harmony shall consider, at a minimum, the following:

    1. That there is good and sufficient cause.

    2. That failure to grant the variance would result in exceptional hardship to the applicant.

    3. That the granting of the variance will

        a. neither result in an unacceptable or prohibited increase in flood heights, additional threats to public safety, or extraordinary public expense,

b. nor create nuisances, cause fraud on, or victimize the public, or conflict with any other applicable state or local ordinances and regulations.

H. A complete record of all variance requests and related actions shall be maintained by the Borough of Harmony. In addition, a report of all variances granted during the year shall be included in the annual report to the FEMA.

Notwithstanding any of the above, however, all structures shall be designed and constructed so as to have the capability of resisting the one-percent (1%) annual chance flood.

ARTICLE IX. DEFINITIONS

Section 9.01 General

Unless specifically defined below, words and phrases used in this Ordinance shall be interpreted so as to give this Ordinance its' most reasonable application.

Section 9.02 Specific Definitions

1. Accessory use or structure - a use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

2. Base flood - a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood" or one-percent (1%) annual chance flood).

3. Base flood discharge - the volume of water resulting from a Base Flood as it passes a given location within a given time, usually expressed in cubic feet per second (cfs).

4. Base flood elevation (BFE) - the elevation shown on the Flood Insurance Rate Map (FIRM) for Zones AE, AH, A1-30 that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.

5. Basement - any area of the building having its floor below ground level on all sides.

6. Building - a combination of materials to form a permanent structure having walls and a roof. Included shall be all manufactured homes and trailers to be used for human habitation.

7. Development - any man-made change to improved or unimproved real estate, including but not limited to the construction, reconstruction, renovation, repair, expansion, or alteration of buildings or other structures; the placement of manufactured homes; streets, and other paving; utilities; filling, grading and excavation; mining; dredging; drilling operations; storage of equipment or materials; and the subdivision of land.

8. Existing manufactured home park or subdivision – a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete

pads) is completed before the effective date of the floodplain management regulations adopted by a community.

9. Expansion to an existing manufactured home park or subdivision – the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

10. Flood - a temporary inundation of normally dry land areas.

11. Flood Insurance Rate Map (FIRM) - the official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

12. Flood Insurance Study (FIS) - the official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

13. Floodplain area - a relatively flat or low land area which is subject to partial or complete inundation from an adjoining or nearby stream, river or watercourse; and/or any area subject to the unusual and rapid accumulation of surface waters from any source.

14. Floodproofing - any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

15. Floodway - the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

16. Highest Adjacent Grade: The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

17. Historic structures – any structure that is:

    a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

    b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

    c. Individually listed on a state inventory of historic places in states which have been approved by the Secretary of the Interior; or

d. Individually listed on a local inventory of historic places in communities with historic preservation that have been certified either:

   i. By an approved state program as determined by the Secretary of the Interior or

   ii. Directly by the Secretary of the Interior in states without approved programs.

18. Identified Floodplain Area- this term is an umbrella term that includes all of the areas within which the community has selected to enforce floodplain regulations. It will always include the area identified as the Special Flood Hazard Area on the Flood Insurance Rate Maps and Flood Insurance Study, but may include additional areas identified by the community. See Sections 4.01 and 4.02 for the specifics on what areas the community has included in the Identified Floodplain Area.

19. Lowest floor - the lowest floor of the lowest fully enclosed area (including basement). An unfinished, flood resistant partially enclosed area, used solely for parking of vehicles, building access, and incidental storage, in an area other than a basement area is not considered the lowest floor of a building, provided that such space is not designed and built so that the structure is in violation of the applicable non-elevation design requirements of this ordinance.

20. Manufactured home - a structure, transportable in one or more sections, which is built on a permanent chassis, and is designed for use with or without a permanent foundation when attached to the required utilities. The term includes park trailers, travel trailers, recreational and other similar vehicles which are placed on a site for more than 180 consecutive days.

21. Manufactured home park or subdivision – a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

22. Minor repair - the replacement of existing work with equivalent materials for the purpose of its routine maintenance and upkeep, but not including the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the exitway requirements; nor shall minor repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, oil, waste, vent, or similar piping, electric wiring, mechanical or other work affecting public health or general safety.

23. New construction - structures for which the start of construction commenced on or after the effective start date of this floodplain management ordinance and includes any subsequent improvements to such structures. Any construction started after May 4, 1989 and before the effective start date of this floodplain management ordinance is subject to the ordinance in effect at the time the permit was issued, provided the start of construction was within 180 days of permit issuance.

24. New manufactured home park or subdivision – a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

25. Person - an individual, partnership, public or private association or corporation, firm, trust, estate, municipality, governmental unit, public utility or any other legal entity whatsoever, which is recognized by law as the subject of rights and duties.

26. Post-FIRM Structure - is a structure for which construction or substantial improvement occurred after December 31, 1974 or on or after the community's initial Flood Insurance Rate Map (FIRM) dated May 4, 1989, whichever is later, and, as such, would be required to be compliant with the regulations of the National Flood Insurance Program.

27. Pre-FIRM Structure - is a structure for which construction or substantial improvement occurred on or before December 31, 1974 or before the community's initial Flood Insurance Rate Map (FIRM) dated May 4, 1989, whichever is later, and, as such, would not be required to be compliant with the regulations of the National Flood Insurance Program.

28. Recreational vehicle - a vehicle which is:

    a. built on a single chassis;

    b. not more than 400 square feet, measured at the largest horizontal projections;

    c. designed to be self-propelled or permanently towable by a light-duty truck,

    d. not designed for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

29. Regulatory Flood Elevation - the base flood elevation (BFE) or estimated flood height as determined using simplified methods plus a freeboard safety factor of one and one-half (1 ½) feet.

30. Special permit - a special approval which is required for hospitals, nursing homes, jails, and new manufactured home parks/ subdivisions and substantial improvements to such existing parks, when such development is located in all, or a designated portion of a floodplain.

31. Special flood hazard area (SFHA) - means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. It is shown on the FIRM as Zone A, AO, A1-A30, AE, A99, or, AH.

32. Start of construction - includes substantial improvement and other proposed new development and means the date the Permit was issued, provided the actual start of

construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days after the date of the permit and shall be completed within twelve (12) months after the date of issuance of the permit unless a time extension is granted, in writing, by the Floodplain Administrator. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufacture home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

33. Structure – a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

34. Subdivision - the division or re-division of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heirs, or devisees, transfer of ownership or building or lot development: Provided, however, that the subdivision by lease of land for agricultural purposes into parcels of more than ten acres, not involving any new street or easement of access or any residential dwelling, shall be exempted.

35. Substantial damage - damage from any cause sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent or more of the market value of the structure before the damage occurred.

36. Substantial improvement - any reconstruction, rehabilitation, addition, or other improvement of a structure, of which the cost equals or exceeds fifty (50) percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage" regardless of the actual repair work performed. The term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.

37. Uniform Construction Code (UCC) – The statewide building code adopted by The Pennsylvania General Assembly in 1999 applicable to new construction in all municipalities whether administered by the municipality, a third party or the Department of Labor and Industry. Applicable to residential and commercial buildings, The Code adopted The International Residential Code (IRC) and the International Building Code (IBC), by reference, as the construction standard applicable with the State floodplain construction. For coordination purposes, references to the above are made specifically to

various sections of the IRC and the IBC.

38. Variance- A grant of relief by a community from the terms of a floodplain management regulation.

39. Violation - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in 44 CFR §60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

ARTICLE X. ENACTMENT

Section 10.01 Adoption

This Ordinance shall be effective five (5) days after adoption date and shall remain in force until modified, amended or rescinded by Borough of Harmony, Butler County, Pennsylvania.

ENACTED AND ADOPTED by the Council this 6th day of October, 2015.

ATTEST:

Amy Brown
Borough of Harmony Secretary

COUNCIL OF THE BOROUGH OF HARMONY

By: Gregory A Beck
Council President

APPROVED, this 6th day of October, 2015, by the Mayor of the Borough of Harmony

ATTEST:

Amy Brown
Borough of Harmony Secretary

Cathy H. Rape
Mayor

ORDINANCE NO: 415

THE BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE TO PROMOTE AND PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND FOR THE PURPOSE OF REGULATING PARKING ON THE NORTH SIDE OF JACKON STREET AND THE WEST SIDE OF WOOD STREET

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania (the "Borough"), the Borough has determined it necessary to regulate the parking of vehicles on Jackson Street and Wood Street.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Borough of Harmony, Butler County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

SECTION 1. No Parking.

That hereafter it shall be unlawful to park any motor vehicle or other vehicles on the north side of Jackson Street from Main Street to Wood Street, and on the west side of Wood Street in an area from 172 feet to 182 feet from the northwest corner of the intersection of Wood Street and Mercer Street.

SECTION 2. Signage.

The erection and maintenance of all necessary signage is hereby authorized. Said signage shall be placed so as to properly notify all vehicular traffic of the imposed regulations.

SECTION 3. Enforcement.

It shall be the duty of the police officers having jurisdiction within the Borough to institute the prosecution of all persons violating Section 1 of this Ordinance.

SECTION 4. Penalty.

Whoever violates Section 1 of this Ordinance, shall, upon conviction thereof, be sentenced to pay a fine of not more than three hundred dollars ($300.00).

SECTION 5. Repealer. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 7th DAY OF JANUARY, 2016.

ATTEST

Amy Brown
Amy Brown
Secretary

BOROUGH OF HARMONY

By: Greg Such
Greg Such
Council President

EXAMINED AND APPROVED BY ME THIS 4th DAY OF January, 2016.

Cathy Rape
Cathy Rape
Mayor

ORDINANCE NO: 416
THE BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, COUNTY OF BUTLER, COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING THE TAX RATE FOR THE YEAR 2016

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, and it is hereby ordained and enacted by the Borough Council of the Borough of Harmony that a tax be and the same is hereby levied on all real property within the Borough.

The Tax Rate shall be established as the sum of 12.585 mills on each dollar of assessed valuation, or the sum of 125.85 Cents on each One Hundred ($100.00) Dollars of assessed valuation.

The same being summarized as follows:

1. The tax rate for General Revenue / General Borough Purposes, the sum of 11.085 mills on each dollar of assessed valuation.
2. The tax rate for Fire Equipment / Fire Protection Purposes, the sum of 1.5 mills on each dollar of assessed valuation.
3. Pursuant to Pennsylvania's Local Tax Collection Law, a taxpayer subject to the payment of a tax levy by this Ordinance shall be entitled to a discount of 2% from the amount of such tax upon making a payment of the whole amount of such tax by or before April 30, 2016.
4. A taxpayer subject to the payment of a tax levy by this ordinance who shall fail to make payment of such tax by June 30, 2016 shall be charged a penalty of 10% (which penalty shall be added to the tax by the Tax Collector and shall be collected by the tax Collector).

That any Ordinance, or part of an Ordinance, conflicting with this Ordinance be and the same is hereby repealed in so far as the same affects this Ordinance.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 1st DAY OF March, 2016.

ATTEST

Amy Brown
Secretary

BOROUGH OF HARMONY

By: Greg Such
Greg Such
Council President

EXAMINED AND APPROVED BY ME THIS 1st DAY OF March, 2016.

Cathy Rape
Mayor

ORDINANCE NO: 417

THE BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE TO PROMOTE AND PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND FOR THE PURPOSE OF REGULATING PARKING ON WOOD STREET.

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania (the "Borough"), the Borough has determined it necessary to regulate the parking of vehicles on Wood Street.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Borough of Harmony, Butler County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

SECTION I. No Parking.

That hereafter it shall be unlawful to park any motor vehicle or other vehicles:

On the East Side of Wood Street south of Mercer Street in the areas from:

- The southeast corner of Wood Street and Mercer Street to 40 feet from the southeast corner
- 102 feet from the southeast corner of Wood Street and Mercer Street to 118 feet from the southeast corner.

On the West Side of Wood Street south of Mercer Street in the area from:

- The southwest corner of Wood Street and Mercer Street to 150 feet from the southwest corner

SECTION 2. Signage.

The erection and maintenance of all necessary signage is hereby authorized. Said signage shall be placed so as to properly notify all vehicular traffic of the imposed regulations.

SECTION 3. Enforcement.

It shall be the duty of the police officers having jurisdiction within the Borough to institute the prosecution of all persons violating Section 1 of this Ordinance.

SECTION 4. Penalty.

Whoever violates Section 1 of this Ordinance, shall, upon conviction thereof, be sentenced to pay a fine of not more than three hundred dollars ($300.00).

SECTION 5. Repealer.

All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 5 DAY OF July, 2016.

ATTEST

Amy Brown
Secretary

BOROUGH OF HARMONY

By: Gregory Such
Gregory Such
Council President

EXAMINED AND APPROVED BY ME THIS 6th DAY OF July, 2016

Cathy Rape
Mayor

Borough of Harmony **of Butler County, Pennsylvania**

Ordinance # 418
For
Intergovernmental Emergency Cooperation

AN ORDINANCE AUTHORIZING PARTICIPATION IN THE INTERMUNICIPAL EMERGENCY MANAGEMENT PROGRAM OF THE BOROUGH OF HARMONY, DELEGATING MUNICIPAL POWERS OF MANAGEMENT/COORDINATION OF PENNSYLVANIA EMERGENCY MANAGEMENT SERVICE CODE IN THE EVENT OF A DISASTER, NATURAL OR HUMAN CAUSED, TO SATISFY THE REQUIREMENTS OF THE PENNSYLVANIA EMERGENCY MANAGEMENT SERVICES CODE.

THIS ORDINANCE, ESTABLISHING AN AGREEMENT, pursuant to the Pennsylvania Intergovernmental Cooperation Law, 53 Pa. C.S. § 2303, et. Seq., is hereby approved and entered as of the date of adoption of the Ordinance # 848-16 by the Borough of Harmony, (hereinafter "Municipality") and effective (5) days thereafter.

WITNESSETH:

WHEREAS, the Borough of Harmony is a municipality located with **Butler County, Pennsylvania;** and

WHEREAS, the Municipality recognizes that the growth and development in **Butler County** in general, and in the geographic limits of the Municipality in particular, their responsibility for the protection of their citizens in case of disaster;

WHEREAS, the Municipality has aggressed to join with the Borough of Harmony, which shall be referred to as the Zelienople & Harmony Emergency Management Agency (ZHEMA) for local management/coordination of the Pennsylvania Emergency Management Services Code 35 Pa. C.S. Section 7101 et seq. as amended and 35 Pa. C.S. 7503(1), and has determined that participation will be beneficial and convenient for its residents both in terms of cost and efficiency of administration all of which protect and preserve the health, safety and welfare of its citizens; and

WHEREAS, the Municipality has determined that it has a need for administration of the Pennsylvania Emergency Management Services Code for the protection of the persons and property of its residents and protection of the general public safety; and

WHEREAS, the Municipality recognizes that the employment/appointment of emergency management officials to perform identical tasks within each Municipality would result in the duplication of effort and duplication of costs to the detriment of the residents of all Municipalities; and

WHEREAS, the Municipality recognizes that the coordination of services would enable each municipality to minimize the costs of the administration of an emergency management program; and

WHEREAS, the Act of July 12, 1972, P.L. 762, as amended, 53 P.S. § 481 et seq., also known as the Intergovernmental Cooperation Act, permits Municipalities to enter into agreements to cooperate in the performance of their respective functions, powers or responsibilities; and

WHEREAS, the Municipality desires to enter into an agreement whereby it will jointly establish and participate in an emergency management program to serve Municipalities throughout **Butler County.**

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED and an Intergovernmental Emergency Cooperation Agreement is approved, in consideration of the various covenants, promises, and conditions hereinafter set forth and for other good and valuable consideration receipt of which is hereby acknowledged, it is hereby authorized and agreed by and between the Borough of Harmony and any and all other noted Municipalities of the ZHEMA located within the geographic boundaries of **Butler County** as follows:

WHEREAS, the Municipalities recognize that the employment, appointment or contracted of separate Emergency Official(s) to perform identical tasks within each Municipality could result in the duplication of effort to the detriment of the residents of the Municipalities; and

WHEREAS, the Municipalities recognize that the coordination of services would enable each Municipality to minimize the costs of the administration of the Pennsylvania Emergency Management Services Code; and

WHEREAS, the Act of July 12, 1972, P.L. 762, as amended, 53 P.S. § 481 et seq., also known as the Intergovernmental Cooperation Act, permits Municipalities to enter into agreements to cooperate in the performance of their respective functions, powers or responsibilities; and

WHEREAS, the Municipality and the several other participating Municipalities hereby enter into an agreement whereby they will jointly establish an Inter-municipal Emergency Cooperation Program to serve the all of the Municipalities.

NOW, THEREFORE, with the foregoing background incorporated herein by reference and made a part hereof, and in consideration of the mutual promises and obligations set forth herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Establishment of Emergency Management Program.** The Municipality and the several other participating Municipalities shall jointly establish a program for the management of the Pennsylvania Emergency Management Services Code which shall include the enactment of an authorizing Ordinance and the sharing of services of an Emergency Management Officer(s) in accordance with the provisions of this Agreement. Such program shall be known as the "ZHEMA", and shall be administered in accordance with the provisions of this Agreement.

2. **Establishment of Program Committee.** The "ZHEMA" Program Committee.

A. Membership. The Program Committee shall be composed of one (1) member of the governing body of each participating Municipality appointed for a one (1) year term by the governing body at its first meeting in January of each calendar year. The initial members of the Program Committee shall be appointed by the governing bodies within thirty (30) days from the execution of this Agreement. Each governing body may, if it so desires, appoint an alternate member to the Program Committee. Each governing body shall be entitled to only one vote.

B. Meetings. The Program Committee shall meet at times to be selected by the members of the Program Committee.

C. Voting. All actions by the Program Committee shall be taken by a majority of the members of the Program Committee. In the event that there is a tie vote upon a particular item, any Municipality may request that the issue be mediated.

3. **Responsibility of Municipalities.** The following activities are the individual responsibility of each municipality.

A. Enacting an Ordinance that ratifies the Municipality's participation in the Inter-municipal Pennsylvania Emergency Management Services Code Coordination and this Agreement in accordance with the requirements of the Intergovernmental Cooperation Act.

B. Adopting or amending the Municipality's existing fee resolution(s) providing fees to be imposed for management/coordination "ZHEMA".

C. Provide adequate insurance coverage for all aspects of the Program to include errors and omissions insurance and general liability insurance for actions of the Emergency Management Official(s) and the Program Committee.

D. Eliminate the position of, or modify the responsibilities of, any existing Municipal employee so as to eliminate conflicts and/or overlaps with the responsibilities of Emergency Management Official(s).

4. **Responsibility of Program Committee.** The following activities are the responsibility of the Program Committee:

A. Recruitment and hiring, appointing or contracting for services of one or more Emergency Official(s).

B. Establishment of the salary and benefit package for the Emergency Official(s).

C. Evaluation of the performance of the Emergency Official(s) within the first six (6) months and annually thereafter.

D. Resolution of any problems or concerns between the Municipalities and the formulation of policy-oriented decisions.

5. Emergency Management Official(s). Emergency Management Official(s) shall be hired, appointed or contracted, as needed, at the sole discretion of the Program Committee, in order to implement the Pennsylvania Emergency Management Services Code Program.

6. Program Cost Sharing. Each Municipality shall participate in their share of the costs of administering the "ZHEMA" Program according to the fee schedule attached hereto and as may be revised by the Program Committee from time to time. No activities generating costs to a Municipality shall be initiated without authorization of the Municipality.

7. Grants. With the help of the program committee each Municipality shall take reasonable steps to obtain from federal, state and other agencies such grants and aid as may be from time to time available to carry out the intent of this agreement. If grants may be obtained for the purchase of property to be used, such as a computer, the Program Committee shall coordinate the application and shall determine which Municipality or agency shall take title to any such equipment.

8. Duration of Agreement. The term of this Agreement shall be for a period of one (1) year commencing with the date of execution hereof by the Municipality and several other participating Municipalities. This agreement shall be automatically renewed for an additional term of one (1) year at the conclusion of the initial term and each renewal term thereafter unless, at least ninety (90) days prior to the beginning of the fiscal year, the Municipality which does not desire to renew the Agreement, gives written notice of such refusal to renew to the Program Committee, in writing.

9. Participation of Other Municipalities. Additional Municipalities may become a party to this Agreement upon the consent of the Program Committee at the time such a request is made. A Municipality which desires to become a party to this Agreement shall make application to the Program Committee and shall in writing agree to accept all terms and conditions of this Agreement. Failure to act upon an application to become a party to this Agreement within sixty (60) days of receipt of such application shall be considered to be a denial of consent to become a party to this Agreement.

10. Withdrawal from Agreement. Any Municipality may withdraw from participation at the end of the term of this Agreement or any extension thereof by notifying the Program Committee in writing of the intention to withdraw at least ninety (90) days before the expiration of such term as provided in Section 8 herein. Notwithstanding the foregoing, any Municipality may withdraw from this Agreement for cause by providing the Program Committee with written notification of the cause of such withdrawal. During such notification period, the governing body of any other Municipality shall have the right to challenge the cause for withdrawal. In the event such a challenge is made, the withdrawing Municipality and the challenging Municipality shall mediate their differences within thirty (30) days. If, after meeting with a mediator, such differences cannot be resolved, the withdrawing Municipality shall be permitted to withdraw on the next anniversary date of this Agreement.

11. Amendment. This Agreement may be amended only by written instrument signed by all Participating Municipalities.

12. Interpretation. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

13. Severability. The provisions of this Agreement are severable, and if any section, sentence, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Agreement. It is hereby declared to be the intent of the governing bodies of each participating Municipality that this Agreement would not have been entered into if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had been included herein.

14. Enactment of Ordinance Under Intergovernmental Cooperation Act. The governing body of each Municipality agrees to enact an Ordinance with in ninety (90) days from the date hereof pursuant to and in accordance with the Pennsylvania Intergovernmental Cooperation Act for the purpose of authorizing and effectuating this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST

Amy Brown

Amy Brown,
Borough Secretary

BOROUGH OF HARMONY

By: Gregory D Such

Greg Such, President
Borough Council

EXAMINED AND APPROVED BY ME THIS 7th DAY OF February, 2017.

Cathy Rape

Cathy Rape, Mayor

(Seal)

EXHIBIT "A"

INTERMUNICIPAL EMERGENCY COOPERATION AGREEMENT

THIS AGREEMENT made this 7th day of February, 2017, by and between the Borough of Harmony, a municipal corporation organized under the laws of Pennsylvania with its municipal offices located in the County of Butler, Commonwealth of Pennsylvania, and various other local participating Boroughs, Cities and Townships within the Commonwealth, for a purpose.

WITNESSETH:

WHEREAS, the Borough of Harmony and several other participating communities (the "other Municipalities") are Municipalities located within the County of Butler, Pennsylvania; and

WHEREAS, the Municipality and the other Municipalities recognize that the growth and development within **Butler County** in general, and in the Municipality in particular, their responsibility for the protection of their citizens in case of disaster;

WHEREAS, each Municipality has also recognized that coordinating of the Pennsylvania Emergency Management Services Code through an Ordinance of the Municipality would be beneficial for its residents and would protect and preserve the health, safety, and welfare of its citizens; and

WHEREAS, the Municipalities have recognized that administration of the Pennsylvania Emergency Management Services Code would be best undertaken through the employment/appointment or contract of one or more trained professional Emergency Management Official(s); and

1. The Municipality hereby adopts this ordinance authorizing intergovernmental cooperation under the "Harmony & Harmony Emergency Management Agency "(ZHEMA)" program, as applicable according to its terms to all structures and property within the geographic limits of the Municipality.

2. The Municipality hereby establishes "ZHEMA" as the agency for the Pennsylvania Emergency Management Services Code Coordination and delegates all such powers as set forth below and as may be reasonable and necessary to carry out the Municipality's Services Code and all Ordinances and Resolutions implementing the same, within the geographic limits of the Municipality.

3. The Municipality hereby enters the Intergovernmental Emergency Cooperation Agreement, as attached hereto as Exhibit "A" and authorizes its officers to execute the same.

4. The "ZHEMA" shall provide all normal and appropriate management/coordination of the Pennsylvania Emergency Management Service Code within the

geographic limits of the Municipality, on the same basis as the services that area provided within the geographic limits of other member municipalities.

The "ZHEMA" shall have those powers and abilities as appertain to municipal officers under the laws of the Commonwealth of Pennsylvania, or the Rules of the Supreme Court, or the Ordinances of the Municipality relating to the coordinating of the Pennsylvania Emergency Management Service Code.

5. This Ordinance and the Agreement adopted herewith shall constitute a binding agreement and shall be sufficient warrant and authority for the officials and agents as appointed by the Municipality to cooperate and assist "ZHEMA" in carrying out its duties and responsibilities under the Intergovernmental Cooperation Agreement.

6. The Emergency Management Officers coming under the terms of the Agreement shall be at all times under the immediate supervision, direction, and control of the Program Committee of the "ZHEMA". Questions, comments or complaints concerning the provision of services in Municipality pursuant to this Ordinance and Agreement shall be presented in writing to the Program Committee of the "ZHEMA". Any comments so received shall be answered in writing five (5) days of the next regularly scheduled meeting of the Program Committee of the "ZHEMA".

7. The Program Committee of the "ZHEMA" shall provide a written report to the governing body of the Municipality, prior to their respective regular monthly meetings, of the services rendered to and in the Municipality for the previous month. Said report shall include an accounting including, but not limited to, the following: emergency incidents, complaints received, actions taken, and any other matters which the Program Committee believes to be appropriate for report.

8. The Inter-municipal "ZHEMA" shall retain all fees as otherwise provided for in the Fee Resolution.

9. The term of this Agreement shall commence upon adoption of this Ordinance and extend for a period of one (1) year and continue thereafter on a year-to-year basis unless terminated by action of the governing body of the Municipality as provided for in the Intergovernmental Agreement.

10. The qualified Emergency Management Official(s) hired, appointed or contracted by the Program Committee of the Inter-municipal Emergency Cooperation Agency is/are hereby authorized to act on behalf of the Municipality in coordinating the Pennsylvania Emergency Management Services Code related to any and all provisions of the Ordinances and Resolutions of Municipality relating to the Pennsylvania Emergency Management Services Code.

11. This Ordinance is intended to be severable and if any part or portion thereof is ruled invalid or unenforceable, it is the intention of the Municipality that the remaining portions should continue to be of full force and effect.

IN WITNESS OF THE PROPER ADOPTION OF THIS ORDINANCE AND APPROVAL OF THE INTERGOVERNMENTAL EMERGENCY COOPERATION AGREEMENT SET FORTH HEREIN, the duly appointed officers of the governing bodies of the respective municipalities have hereunto set forth their hands and seals.

Ordained and Enacted by the Borough of Harmony as Ordinance No. 418 on the 7th day of February, 2017.

Borough of Harmony

By: _____
(Title)

_____
(Title)

ATTEST:

_____
(Title)

_____
(Title)

(Seal)

ORDINANCE NO: 419
THE BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, COUNTY OF BUTLER, COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING THE TAX RATE FOR THE YEAR 2017

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, and it is hereby ordained and enacted by the Borough Council of the Borough of Harmony that a tax be and the same is hereby levied on all real property within the Borough.

The Tax Rate shall be established as the sum of 12.585 mills on each dollar of assessed valuation, or the sum of 125.85 Cents on each One Hundred ($100.00) Dollars of assessed valuation.

The same being summarized as follows:

1. The tax rate for General Revenue / General Borough Purposes, the sum of 11.085 mills on each dollar of assessed valuation.
2. The tax rate for Fire Equipment / Fire Protection Purposes, the sum of 1.5 mills on each dollar of assessed valuation.
3. Pursuant to Pennsylvania's Local Tax Collection Law, a taxpayer subject to the payment of a tax levy by this Ordinance shall be entitled to a discount of 2% from the amount of such tax upon making a payment of the whole amount of such tax by or before April 30, 2017.
4. A taxpayer subject to the payment of a tax levy by this ordinance who shall fail to make payment of such tax by June 30, 2017 shall be charged a penalty of 10% (which penalty shall be added to the tax by the Tax Collector and shall be collected by the tax Collector).

That any Ordinance, or part of an Ordinance, conflicting with this Ordinance be and the same is hereby repealed in so far as the same affects this Ordinance.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 7th DAY OF March, 2017.

ATTEST

Amy Brown
Amy Brown
Secretary

BOROUGH OF HARMONY

By: Gregory A Such
Greg Such
Council President

EXAMINED AND APPROVED BY ME THIS 7th DAY OF March, 2017.

Cathy Rape
Cathy Rape
Mayor

ORDINANCE NO. 420

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NO. 397 TO REVISE SECTIONS THREE AND FIVE, OPEN BURNING OF LEAVES, BRUSH, CLEAN WOOD AND OTHER VEGETATIVE DEBRIS

NOW THEREFORE, be it ordained and enacted by the Borough Council of the Borough of Harmony as follows:

Section Three of Ordinance No. 397 is hereby amended as follows:

Section 3.3 of Ordinance No. 397 is hereby added:

> Section 3.3 Recreational Burning. A recreational fire is defined as an outdoor fire, burning materials other than rubbish, having a total fuel area of 3 feet or less in diameter and 2 feet or less in height for pleasure, religious, ceremonial, cooking warmth or similar purposes. Recreational fires must be 10 feet or more from the nearest property line.

Section Five of Ordinance No. 397 is hereby deleted and replaced with the following:

Section 1.

SECTION 5. OPEN BURNING OF LEAVES, BRUSH, WOOD AND OTHER VEGETATIVE DEBRIS

5.0 Open burning of leaves, weeds, brush, stumps, wood, trees, and other vegetative debris is prohibited.

Section 2.

All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 5TH DAY OF SEPTEMBER, 2017.

ATTEST

BOROUGH OF HARMONY

Amy Brown
Secretary

By: Gary Peel
Council President

EXAMINED AND APPROVED BY ME THIS 5th DAY OF

September, **2017.**

Cathy Rape
Cathy Rape
Mayor

ORDINANCE NO. 421

BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AMENDING THE ZONING ORDINANCE, CHAPTER 27 OF THE HARMONY BOROUGH CODE OF ORDINANCES TO ADD PROVISIONS RELATING TO PRIMITIVE STRUCTURES IN A C-2 ZONING DISTRICT.

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania, the Borough Council has determined it necessary to prohibit obstructions to sidewalks within the Borough.

NOW THEREFORE, be it ordained and enacted by the Borough Council of the Borough of Harmony as follows:

SECTION 1. Chapter 27-105 of the Harmony Borough Zoning Ordinance is hereby amended to add the following definition:

"**PRIMITIVE STRUCTURE:** Anything constructed or erected on the ground or attached to the ground including, but not limited to buildings, sheds, and other similar items that may, or may not, have utilities and are primarily used for the display of handmade, primitive, historical, and/or cultural items and artifacts."

SECTION 2. Chapter 27-111(A) of the Harmony Borough Zoning Ordinance is hereby amended to add the following as a permitted principle use in a C-2 Zoning District:

"20. Primitive Structure"

SECTION 3. Chapter 27-111(D)(5) of the Harmony Borough Zoning Ordinance is hereby amended to add the following:

"c. Primitive Structures 15 feet"

SECTION 4. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 6TH **DAY OF** February **,** ~~2017~~. 2018 JOAD

ATTEST

Amy Brown
Secretary

BOROUGH OF HARMONY

By: _____
Greg Such, Council President

EXAMINED AND APPROVED BY ME THIS 6TH **DAY OF**

February **,** ~~2017~~. 2018

Cathy Rape
Cathy Rape, Mayor

ORDINANCE NO: 422
THE BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, COUNTY OF BUTLER, COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING THE TAX RATE FOR THE YEAR 2018

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, and it is hereby ordained and enacted by the Borough Council of the Borough of Harmony that a tax be and the same is hereby levied on all real property within the Borough.

The Tax Rate shall be established as the sum of 12.585 mills on each dollar of assessed valuation, or the sum of 125.85 Cents on each One Hundred ($100.00) Dollars of assessed valuation.

The same being summarized as follows:

1. The tax rate for General Revenue / General Borough Purposes, the sum of 11.085 mills on each dollar of assessed valuation.
2. The tax rate for Fire Equipment / Fire Protection Purposes, the sum of 1.5 mills on each dollar of assessed valuation.
3. Pursuant to Pennsylvania's Local Tax Collection Law, a taxpayer subject to the payment of a tax levy by this Ordinance shall be entitled to a discount of 2% from the amount of such tax upon making a payment of the whole amount of such tax by or before April 30, 2018.
4. A taxpayer subject to the payment of a tax levy by this ordinance who shall fail to make payment of such tax by June 30, 2018 shall be charged a penalty of 10% (which penalty shall be added to the tax by the Tax Collector and shall be collected by the tax Collector).

That any Ordinance, or part of an Ordinance, conflicting with this Ordinance be and the same is hereby repealed in so far as the same affects this Ordinance.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 6th DAY OF FEBRUARY, 2018.

ATTEST

Amy Brown

Amy Brown
Secretary

BOROUGH OF HARMONY

Gregory A Such

Gregory Such
President

EXAMINED AND APPROVED BY ME THIS 6th Day of February, 2018

Cathy Rape / Cathy H Rape

Cathy Rape
Mayor

ORDINANCE NO: 423

HARMONY BOROUGH

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH COUNCIL FOR THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, ESTABLISHING A VOLUNTEER SERVICE CREDIT PROGRAM; ENACTING TAX CREDITS FOR VOLUNTEER MEMBERS OF THE HARMONY FIRE DISTRICT; AND ESTABLISHING ADMINISTRATIVE PROCEDURES AND APPEALS

WHEREAS, Harmony Borough deems it in the best interests of its residents to invest in the growth and development of its volunteer fire service; and

WHEREAS, it is the desire of the Borough Council for Harmony Borough to authorize a volunteer service credit against earned income tax liability in accordance with the Incentives for Municipal Volunteers of Fire Companies and Nonprofit Emergency Medical Services Agencies, 35 Pa. C.S.A. §79A01 et seq.

WHEREAS, the Harmony Fire District is comprised of 4 municipalities (Harmony Borough, Harmony Borough, Jackson Township and Lancaster Township) and the joining of 2 previous fire departments (Harmony Fire Department and Harmony Fire Company).

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND IT IS HEREBY ORDAINED AND ENACTED BY AND WITH THE AUTHORITY OF THE SAME THAT:

SECTION 1:

The above stated summary and whereas clauses are hereby incorporated by reference as if herein stated at length.

SECTION 2: DEFINITIONS

ACTIVE VOLUNTEER - A volunteer for the Harmony Fire District who has complied with, and is certified under, the Volunteer Service Credit Program.

EARNED INCOME TAX - A tax on earned income and net profits levied under Chapter 3 of the Act of December 31, 1965 (P.L. 1257, No. 511), known as The Local Tax Enabling Act.

ELIGIBILITY PERIOD - The timeframe when volunteers may earn credit under the Volunteer Service Credit Program.

EMERGENCY RESPONSE CALL - Any emergency call to which a volunteer responds, including travel directly from and to a volunteer's home, place of business or other place where he/she shall have been when the call was received.

TAX OFFICER - The person or entity appointed pursuant to the Local Tax Enabling Act by the Borough to Collect the Earned Income Tax.

VOLUNTEER - A member of the Harmony Fire District.

SECTION 3: PROGRAM CRITERIA

The Borough Council shall establish, by resolution, the annual criteria that must be met to qualify for credits under the program based on the following:

a. The number of emergency response calls to which a volunteer responds.
b. The level of training and participation informal training and drills for a volunteer.
c. The total amount of time expended by a volunteer on administrative and other support services, including fundraising and facility or equipment maintenance.
d. The involvement in other events or projects that aid the financial viability, emergency response or operational readiness of a volunteer fire company.

SECTION 4: CREDIT/CLAIM

The total amount of the tax credit against earned income tax shall be TWO HUNDRED AND FIFTY DOLLARS AND NO CENTS ($250.00). If an individual's earned income tax liability is less than $250.00 the individual's tax credit must equal the individual's exact earned income tax liability. An Active Volunteer with and EIT tax credit certificate may file a claim for a tax credit against Earned Income Tac liability on his/her individual or joint tax return.

SECTION 5: APPLICATION

Volunteers that have met the Program Criteria of the Volunteer Service Credit Program shall sign and submit an application, created and approved by the Borough, for certification to the Chief of the Harmony Fire District.

a. Fire Company Review and Approval - The Chief of the Harmony Fire District shall sign the application, attesting that the volunteer has met the Program Criteria of the Volunteer

Service Credit Program, or that the volunteer is injured and eligible for the Credit, and forward the application to the Secretary of Harmony Borough.

b. Borough Review and Approval - Harmony Borough Secretary shall cross reference the Eligibility List with the Applications and submit a list of volunteers eligible for the Credit to the Borough Council Finance Committee Chairman for issuance of tax credit certificates.

c. Submission Deadline - Applications shall be accepted no later than October 31.

SECTION 6: ELIGIBILITY

The Volunteer Service Credit Program is available to residents of the Borough who successfully are or become volunteers of the Harmony Fire District and meet the program criteria.

a. Eligibility List - A notarized list of eligible active volunteers shall be submitted by the Chief of the Harmony Fire District to the Harmony Borough Secretary no later than 45 days before tax notices are to be distributed. The notarized eligibility list shall be posted in an accessible area of the Harmony Fire District's facilities.

b. Injured Volunteers - An active volunteer that is (1) injured during a response to an emergency; and (2) can no longer serve as an active volunteer because of the injury; and (3) would be eligible at the time of the injury for the Credit under the Volunteer Service Credit Program, will be eligible for a Credit for a maximum of five (5) tax years from the date of injury, provided:

    i. The injury occurred while responding to, participating in, or returning from an emergency response call; and
    ii. The injured volunteer provides documentation from a licensed physician with the application for Credit, stating that their injury prevents the volunteer from performing the duties of an active volunteer; and
    iii. The injured volunteer annually applies along with updated documentation from a licensed physician stating that they injury still exists and prevents him or her from qualifying as an active volunteer for that tax year up to a maximum of five consecutive tax years.

SECTION 7: ELIGIBILITY PERIOD

A volunteer must meet the minimum criteria, set by resolution under this section during the eligibility period to qualify for the Credit.

For 2018, and each subsequent year thereafter, the eligibility period shall run from January 1st until December 31st.

SECTION 8: RECORDKEEPING

The Chief of the Harmony Fire District, or his designee, shall keep a service log to document the activities of each volunteer that qualifies for credit towards the Program Criteria for the Volunteer Service Tax Credit Program.

Service logs shall be subject to review by Harmony Borough, the State Fire Commissioner and the State Auditor General.

SECTION 9: OFFICIAL TAX CREDIT REGISTER

The Borough Finance Committee Chairman, or their designee shall keep an official Tax Credit Register of all active volunteers that were issued tax credit certificates which shall be available to Borough Council, Harmony Borough, and the Borough Tax Collector, as requested.

SECTION 10: REJECTION OF TAX CREDIT CLAIM

a. The tax officer shall reject a claim for a tax credit if the tax payer is not on the official Tax Credit Register issued by the Borough Manager.
b. If the tax officer rejects the claim, the taxpayer shall be notified in writing of the decision. The notice shall include the reasons for the rejection and provide the method of appealing the decision pursuant to Section 11.
c. Taxpayers shall have 30 days to appeal the decision of the Tax Officer.

SECTION 11: APPEALS

a. Any taxpayer aggrieved because a credit was denied shall have a right to appeal said decision. A taxpayer shall have 30 days to appeal in writing, a decision or rejection of a claim for credit. All appeals of decisions under Sections 4 and 10 shall follow the provision of the Act of May5, 1998, P.L. 301, No. 50, known as the Local Tax Payers Bill of Rights.

b. Any taxpayer denied a credit because they were determined to be ineligible because they (1) are not an active volunteer; or (2) dud not complete the Program Criteria, may appeal to the Borough Council. The appeal shall be in writing submitted to the Director of Fire Services no more than 10 days following notice of the determination of ineligibility, or by no later than November 15. The decision of the Borough Council is final.

SECTION 12: SEVERABILITY

In the event that any position, section, sentence, clause, or part of this Ordinance is held to be invalid, such invalidity shall not affect or impair any remaining provisions, section, sentence, clause or part

of the Ordinance, it being the intent of Harmony Borough that such remainder shall be and shall remain in full force and effect and for this purpose the provisions of this Ordinance are hereby declared to be severable.

SECTION 13: EFFECTIVE DATE

Ordained and enacted this 6TH day of FEBRUARY, 2018, by the Borough Council of Harmony Borough to be effective as of FEBRUARY 6, 2018.

ATTEST:

Amy Brown
Amy Brown, Secretary

HARMONY BOROUGH

By: Gregory Such
Gregory Such, President
Borough Council

EXAMINED AND APPROVED by me this 6th day of February, 2018.

Catherine H Rape
Catherine Rape, Mayor
CATHR4

ORDINANCE NO. 424

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NO. 417 OF 2016 TO REVISE SECTION ONE, NO PARKING.

NOW THEREFORE, be it ordained and enacted by the Borough Council of the Borough of Harmony as follows:

Section One of Ordinance No. 417 of 2016 is hereby replaced with the following:

Section 1. No Parking.

That hereafter it shall be unlawful to park any motor vehicle or other vehicles:

On the East Side of Wood Street south of Mercer Street in the areas from:

- The southeast corner of Wood Street and Mercer Street to 40 feet from the southeast corner.
- 102 feet from the southeast corner of Wood Street and Mercer Street to 118 feet from the southeast corner.

On the West Side of Wood Street south of Mercer Street in the area from:

- 35 feet from the southwest corner of Wood Street and Mercer Street to 150 feet from the southwest corner.

Section 2.

All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 1ST DAY OF May, 2018.

ATTEST

Amy Brown
Secretary

BOROUGH OF HARMONY

By:
Council President

EXAMINED AND APPROVED BY ME THIS 1ST DAY OF

May, 2018.

Cathy Rape
Mayor

BOROUGH OF HARMONY
ORDINANCE NO. 425

AN ORDINANCE REQUIRING ALL PERSONS, PARTNERSHIPS, BUSINESSES, AND CORPORATIONS TO OBTAIN A PERMIT FOR ANY CONSTRUCTION OR DEVELOPMENT; PROVIDING FOR THE ISSUANCE OF SUCH PERMITS; SETTING FORTH CERTAIN MINIMUM REQUIREMENTS FOR NEW CONSTRUCTION AND DEVELOPMENT WITHIN AREAS OF THE BOROUGH OF HARMONY WHICH ARE SUBJECT TO FLOODING; AND ESTABLISHING PENALTIES FOR ANY PERSONS WHO FAIL, OR REFUSE TO COMPLY WITH, THE REQUIREMENTS OR PROVISIONS OF THIS ORDINANCE.

ARTICLE I. STATUTORY AUTHORIZATION

The Legislature of the Commonwealth of Pennsylvania has, by the passage of the Pennsylvania Flood Plain Management Act of 1978, delegated the responsibility to local governmental units to adopt floodplain management regulations to promote public health, safety, and the general welfare of its citizenry. Therefore, the Council of the Borough of Harmony does hereby order as follows.

ARTICLE II. GENERAL PROVISIONS

Section 2.01 Intent

The intent of this Ordinance is to:

A. Promote the general health, welfare, and safety of the community.

B. Encourage the utilization of appropriate construction practices in order to prevent or minimize flood damage in the future.

C. Minimize danger to public health by protecting water supply and natural drainage.

D. Reduce financial burdens imposed on the community, its governmental units, and its residents, by preventing excessive development in areas subject to flooding.

E. Comply with federal and state floodplain management requirements.

Section 2.02 Applicability

It shall be unlawful for any person, partnership, business or corporation to undertake, or cause to be undertaken, any construction or development anywhere within the Borough of Harmony unless a Permit has been obtained from the Floodplain Administrator.

Section 2.03 Abrogation and Greater Restrictions

This ordinance supersedes any other conflicting provisions which may be in effect in identified floodplain areas. However, any other ordinance provisions shall remain in full force and effect to the extent that those provisions are more restrictive. If there is any conflict between any of the provisions of this Ordinance, the more restrictive shall apply.

Section 2.04 Severability

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such a decision shall not affect the remaining portions of the Ordinance, which shall remain in full force and effect, and for this purpose the provisions of this Ordinance are hereby declared to be severable.

Section 2.05 Warning and Disclaimer of Liability

The degree of flood protection sought by the provisions of this Ordinance is considered reasonable for regulatory purposes and is based on accepted engineering methods of study. Larger floods may occur or flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This Ordinance does not imply that areas outside any identified floodplain areas, or that land uses permitted within such areas will be free from flooding or flood damages.

This Ordinance shall not create liability on the part of the Borough of Harmony or any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made thereunder.

ARTICLE III. ADMINISTRATION

Section 3.01 Designation of the Floodplain Administrator

The Code Enforcement/Zoning Officer is hereby appointed to administer and enforce this ordinance and is referred to herein as the Floodplain Administrator. The Floodplain Administrator may: (A) Fulfill the duties and responsibilities set forth in these regulations, (B) Delegate duties and responsibilities set forth in these regulations to qualified technical personnel, plan examiners, inspectors, and other employees, or (C) Enter into a written agreement or written contract with another agency or private sector entity to administer specific provisions of these regulations. Administration of any part of these regulations by another entity shall not relieve the community of its responsibilities pursuant to the participation requirements of the National Flood Insurance Program as set forth in the Code of Federal Regulations at 44 C.F.R. Section 59.22.

In the absence of a designated Floodplain Administrator, the Floodplain Administrator duties are to be fulfilled by the President of Council.

Section 3.02 Permits Required

A Permit shall be required before any construction or development is undertaken within any area of the Borough of Harmony.

Section 3.03 Duties and Responsibilities of the Floodplain Administrator

A. The Floodplain Administrator shall issue a Permit only after it has been determined that the proposed work to be undertaken will be in conformance with the requirements of this and all other applicable codes and ordinances.

B. Prior to the issuance of any permit, the Floodplain Administrator shall review the application for the permit to determine if all other necessary government permits required by state and federal laws have been obtained, such as those required by the Pennsylvania Sewage Facilities Act (Act 1966-537, as amended); the Pennsylvania Dam Safety and Encroachments Act (Act 1978-325, as amended); the Pennsylvania Clean Streams Act (Act 1937-394, as amended); and the U.S. Clean Water Act, Section 404, 33, U.S.C. 1344. No permit shall be issued until this determination has been made.

C. In the case of existing structures, prior to the issuance of any Development/Permit, the Floodplain Administrator shall review the proposed cost of improvements or repairs and the pre-improvement market value of the structure, so that a substantial improvement/substantial damage determination can be made, in accordance with FEMA's Substantial Improvement/Substantial Damage Desk Reference.

D. In the case of existing structures, prior to the issuance of any Development/Permit, the Floodplain Administrator shall review the history of repairs to the subject building, so that any cumulative substantial damage concerns can be addressed before the permit is issued.

E. During the construction period, the Floodplain Administrator or other authorized official shall inspect the premises to determine that the work is progressing in compliance with the information provided on the permit application and with all applicable municipal laws and ordinances. He/she shall make as many inspections during and upon completion of the work as are necessary.

F. In the discharge of his/her duties, the Floodplain Administrator shall have the authority to enter any building, structure, premises or development in the identified floodplain area, upon presentation of proper credentials, at any reasonable hour to enforce the provisions of this ordinance.

G. In the event the Floodplain Administrator discovers that the work does not comply with the permit application or any applicable laws and ordinances, or that there has been a false statement or misrepresentation by any applicant, the Floodplain Administrator shall revoke the Permit and report such fact to the Council for whatever action it considers necessary.

H. The Floodplain Administrator shall maintain in perpetuity, or for the lifetime of the structure, all records associated with the requirements of this ordinance including, but not limited to, finished construction elevation data, permitting, inspection and enforcement.

I. The Floodplain Administrator is the official responsible for submitting a biennial report to FEMA concerning community participation in the National Flood Insurance Program as requested.

J. The responsibility, authority and means to implement the commitments of the Floodplain Administrator can be delegated from the person identified. However, the ultimate responsibility lies with the person identified in the floodplain ordinance as the floodplain administrator/manager.

K. The Floodplain Administrator shall consider the requirements of the 34 PA Code and the 2009 IBC and the 2009 IRC, or the latest revision thereof as adopted by the Commonwealth of Pennsylvania.

Section 3.04 Application Procedures and Requirements

A. Application for such a Permit shall be made, in writing, to the Floodplain Administrator on forms supplied by the Borough of Harmony. Such application shall contain the following:

1. Name and address of applicant.
2. Name and address of owner of land on which proposed construction is to occur.
3. Name and address of contractor.
4. Site location including address.
5. Listing of other permits required.
6. Brief description of proposed work and estimated cost, including a breakout of flood-related cost and the market value of the building before the flood damage occurred where appropriate.
7. A plan of the site showing the exact size and location of the proposed construction as well as any existing buildings or structures.

B. If any proposed construction or development is located entirely or partially within any identified floodplain area, applicants for Permits shall provide all the necessary information in sufficient detail and clarity to enable the Floodplain Administrator to determine that:

1. all such proposals are consistent with the need to minimize flood damage and conform with the requirements of this and all other applicable codes and ordinances;
2. all utilities and facilities, such as sewer, gas, electrical and water systems are located and constructed to minimize or eliminate flood damage;
3. adequate drainage is provided so as to reduce exposure to flood hazards;
4. structures will be anchored to prevent floatation, collapse, or lateral movement;
5. building materials are flood-resistant;

6. appropriate practices that minimize flood damage have been used; and

7. electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities have been designed and located to prevent water entry or accumulation.

C. Applicants shall file the following minimum information plus any other pertinent information as may be required by the Floodplain Administrator to make the above determination:

1. A completed Permit Application Form.

2. A plan of the entire site, clearly and legibly drawn at a scale of one (1) inch being equal to one hundred (100) feet or less, showing the following:

   a. north arrow, scale, and date;

   b. topographic contour lines, if available;

   c. the location of all existing and proposed buildings, structures, and other improvements, including the location of any existing or proposed subdivision and development;

   d. the location of all existing streets, drives, and other access ways; and

   e. the location of any existing bodies of water or watercourses, identified floodplain areas, and, if available, information pertaining to the floodway, and the flow of water including direction and velocities.

3. Plans of all proposed buildings, structures and other improvements, drawn at suitable scale showing the following:

   a. the proposed lowest floor elevation of any proposed building based upon North American Vertical Datum of 1988;

   b. the elevation of the base flood;

   c. supplemental information as may be necessary under 34 PA Code, the 2009 IBC or the 2009 IRC, or the latest revision thereof as adopted by the Commonwealth of Pennsylvania.

4. The following data and documentation:

   a. detailed information concerning any proposed floodproofing measures and corresponding elevations.

   b.if available, information concerning flood depths, pressures, velocities, impact and uplift forces and other factors associated with a base flood.

c. documentation, certified by a registered professional engineer or architect, to show that the effect of any proposed development within a Floodway Area (See section 4.02 A) will not increase the base flood elevation at any point.

d.documentation, certified by a registered professional engineer or architect, to show that the cumulative effect of any proposed development within an AE Area/District without floodway (See Section 4.02 B) when combined with all other existing and anticipated development, will not increase the base flood elevation ~~more than one (1) foot~~ at any point within the community.

e. a document, certified by a registered professional engineer or architect, which states that the proposed construction or development has been adequately designed to withstand the pressures, velocities, impact and uplift forces associated with the base flood.

Such statement shall include a description of the type and extent of flood proofing measures which have been incorporated into the design of the structure and/or the development.

f. detailed information needed to determine compliance with Section 5.03 F., Storage, and Section 5.04, Development Which May Endanger Human Life, including:

i. the amount, location and purpose of any materials or substances referred to in Sections 5.03 F. and 5.04 which are intended to be used, produced, stored or otherwise maintained on site.

ii. a description of the safeguards incorporated into the design of the proposed structure to prevent leaks or spills of the dangerous materials or substances listed in Section 5.04 during a base flood.

g. the appropriate component of the Department of Environmental Protection's "Planning Module for Land Development."

h. where any excavation or grading is proposed, a plan meeting the requirements of the Department of Environmental Protection, to implement and maintain erosion and sedimentation control.

D. Applications for Permits shall be accompanied by a fee, payable to the municipality based upon the estimated cost of the proposed construction as determined by the Floodplain Administrator. The rates shall be determined from time to time by the Borough Council by resolution.

Section 3.05 Review of Application by Others

A copy of all plans and applications for any proposed construction or development in any identified

floodplain area to be considered for approval may be submitted by the Floodplain Administrator to any other appropriate agencies and/or individuals (e.g. planning commission, municipal engineer, etc.) for review and comment.

Section 3.06 Changes

After the issuance of a Permit by the Floodplain Administrator, no changes of any kind shall be made to the application, permit or any of the plans, specifications or other documents submitted with the application without the written consent or approval of the Floodplain Administrator. Requests for any such change shall be in writing, and shall be submitted by the applicant to Floodplain Administrator for consideration.

Section 3.07 Placards

In addition to the Permit, the Floodplain Administrator shall issue a placard, or similar document, which shall be displayed on the premises during the time construction is in progress. This placard shall show the number of the Permit, the date of its issuance, and be signed by the Floodplain Administrator.

Section 3.08 Start of Construction

Work on the proposed construction or development shall begin within 180 days after the date of issuance of the development permit. Work shall also be completed within twelve (12) months after the date of issuance of the permit or the permit shall expire unless a time extension is granted, in writing, by the Floodplain Administrator. The issuance of development permit does not refer to the zoning approval.

The actual start of construction means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first, alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Time extensions shall be granted only if a written request is submitted by the applicant, who sets forth sufficient and reasonable cause for the Floodplain Administrator to approve such a request and the original permit is compliant with the ordinance & FIRM/FIS in effect at the time the extension is granted.

Section 3.09 Enforcement

A. Notices

Whenever the Floodplain Administrator or other authorized municipal representative determines that there are reasonable grounds to believe that there has been a violation of any provisions of this Ordinance, or of any regulations adopted pursuant thereto, the Floodplain Administrator shall give notice of such alleged violation as hereinafter provided. Such notice shall:

1. be in writing;

2. include a statement of the reasons for its issuance;

3. allow a reasonable time not to exceed a period of thirty (30) days for the performance of any act it requires;

4. be served upon the property owner or his agent as the case may require; provided, however, that such notice or order shall be deemed to have been properly served upon such owner or agent when a copy thereof has been served with such notice by any other method authorized or required by the laws of this State;

5. contain an outline of remedial actions which, if taken, will effect compliance with the provisions of this Ordinance.

B. Penalties

Any person who fails to comply with any or all of the requirements or provisions of this Ordinance or who fails or refuses to comply with any notice, order of direction of the Floodplain Administrator or any other authorized employee of the municipality shall be guilty of a summary offense and upon conviction shall pay a fine to Borough of Harmony, of not less than Twenty-five Dollars ($25.00) nor more than Six Hundred Dollars ($600.00) plus costs of prosecution. In addition to the above penalties all other actions are hereby reserved including an action in equity for the proper enforcement of this Ordinance. The imposition of a fine or penalty for any violation of, or noncompliance with this Ordinance shall not excuse the violation or noncompliance or permit it to continue. All such persons shall be required to correct or remedy such violations and noncompliance within a reasonable time. Any development initiated or any structure or building constructed, reconstructed, enlarged, altered, or relocated, in noncompliance with this Ordinance may be declared by the Council to be a public nuisance and abatable as such.

Section 3.10 Appeals

A. Any person aggrieved by any action or decision of the Floodplain Administrator concerning the administration of the provisions of this Ordinance, may appeal to the Zoning Hearing Board Such appeal must be filed, in writing, within thirty (30) days after the decision, determination or action of the Floodplain Administrator.

B. Upon receipt of such appeal the Zoning Hearing Board shall consider the appeal in accordance with the Municipalities Planning Code and any other local ordinance.

C. Any person aggrieved by any decision of the Zoning Hearing Board may seek relief therefrom by appeal to court, as provided by the laws of this State including the Pennsylvania Flood Plain Management Act.

ARTICLE IV. IDENTIFICATION OF FLOODPLAIN AREAS

Section 4.01 Identification

The identified floodplain area shall be:

A. any areas of Borough of Harmony, classified as Special Flood Hazard Areas (SFHAs) in the Flood Insurance Study (FIS) and the accompanying Flood Insurance Rate Maps (FIRMs) dated August 2, 2018 and issued by the Federal Emergency Management Agency (FEMA) or the most recent revision thereof, including all digital data developed as part of the Flood Insurance Study and,

B. any Community Identified Flood Hazard Areas.

The above referenced FIS and FIRMs, and any subsequent revisions and amendments are hereby adopted by Borough of Harmony and declared to be a part of this ordinance.

Section 4.02 Description and Special Requirements of Identified Floodplain Areas

The identified floodplain area shall consist of the following specific areas:

A. The Floodway Area shall be those areas identified in the FIS and the FIRM as floodway and which represent the channel of a watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without increasing the water surface elevation by more than one (1) foot at any point. This term shall also include floodway areas which have been identified in other available studies or sources of information for those Special Flood Hazard Areas where no floodway has been identified in the FIS and FIRM.

   1. Within any floodway area, no encroachments, including fill, new construction, substantial improvements, or other development shall be permitted unless it has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

   2. Within any floodway area, no new construction or development shall be allowed, unless the appropriate permit is obtained from the Department of Environmental Protection Regional Office.

B. The AE Area/District shall be those areas identified as an AE Zone on the FIRM included in the FIS prepared by FEMA for which base flood elevations have been provided.

   1. The AE Area adjacent to the floodway shall be those areas identified as an AE Zone on the FIRM included in the FIS prepared by FEMA for which base flood

elevations have been provided and a floodway has been delineated.

2. AE Area without floodway shall be those areas identified as an AE zone on the FIRM included in the FIS prepared by FEMA for which base flood elevations have been provided but no floodway has been determined.
    i. No encroachments, including fill, new construction, substantial improvements, or other development shall be permitted in an AE Zone without floodway, unless it has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed development together with all other existing and anticipated development, would not result in an increase in flood levels ~~of more than one foot~~ within the entire community during the occurrence of the base flood discharge.
    ii. No new construction or development shall be located within the area measured fifty (50) feet landward from the top-of-bank of any watercourse, unless the appropriate permit is obtained from the Department of Environmental Protection Regional Office.

C. The A Area/District shall be those areas identified as an A Zone on the FIRM included in the FIS prepared by FEMA and for which no base flood elevations have been provided. For these areas, elevation and floodway information from other Federal, State, or other acceptable sources shall be used when available. Where other acceptable information is not available, the base flood elevation shall be determined by using the elevation of a point on the boundary of the identified floodplain area which is nearest the construction site.

    In lieu of the above, the municipality may require the applicant to determine the elevation with hydrologic and hydraulic engineering techniques. Hydrologic and hydraulic analyses shall be undertaken only by professional engineers or others of demonstrated qualifications, who shall certify that the technical methods used correctly reflect currently accepted technical concepts. Studies, analyses, computations, etc., shall be submitted in sufficient detail to allow a thorough technical review by the municipality. In the absence of any of the above data or documentation, the community may require elevation of the lowest floor to be at least three feet above the highest adjacent grade.

D. The AO and AH Area/ District shall be those areas identified as Zones AO and AH on the FIRM and in the FIS. These areas are subject to inundation by 1-percent-annual-chance shallow flooding where average depths are between one and three feet. In Zones AO and AH, drainage paths shall be established to guide floodwaters around and away from structures on slopes.

E. Community Identified Flood Hazard Areas shall be those areas where Borough of Harmony has identified local flood hazard or ponding areas, as delineated and adopted on a "Local Flood Hazard Map" using best available topographic data and locally derived information such as flood of record, historic high water marks, soils or approximate study methodologies.

Section 4.03 Changes in Identification of Area

The Identified Floodplain Area may be revised or modified by the Council where studies or information provided by a qualified agency or person documents the need for such revision. However, prior to any such change to the Special Flood Hazard Area, approval must be obtained from FEMA. Additionally, as soon as practicable, but not later than six (6) months after the date such information becomes available, a community shall notify FEMA of the changes to the Special Flood Hazard Area by submitting technical or scientific data. See 5.01 (B) for situations where FEMA notification is required.

Section 4.04 Boundary Disputes

Should a dispute concerning any identified floodplain boundary arise, an initial determination shall be made by the Borough of Harmony and any party aggrieved by this decision or determination may appeal to the Council. The burden of proof shall be on the appellant.

Section 4.05 Jurisdictional Boundary Changes

Prior to development occurring in areas where annexation or other corporate boundary changes are proposed or have occurred, the community shall review flood hazard data affecting the lands subject to boundary changes. The community shall adopt and enforce floodplain regulations in areas subject to annexation or corporate boundary changes which meet or exceed those in CFR 44 60.3.

ARTICLE V. TECHNICAL PROVISIONS

Section 5.01 General

A. Alteration or Relocation of Watercourse

1. No encroachment, alteration, or improvement of any kind shall be made to any watercourse until all adjacent municipalities which may be affected by such action have been notified by the municipality, and until all required permits or approvals have first been obtained from the Department of Environmental Protection Regional Office.

2. No encroachment, alteration, or improvement of any kind shall be made to any watercourse unless it can be shown that the activity will not reduce or impede the flood carrying capacity of the watercourse in any way.

3. In addition, FEMA and the Pennsylvania Department of Community and Economic Development, shall be notified prior to any alteration or relocation of any watercourse.

B. When Borough of Harmony proposes to permit the following encroachments:

- any development that causes a rise in the base flood elevations within the floodway; or
- any development occurring in Zones A1-30 and Zone AE without a designated floodway, which will cause a rise of more than one foot in the base flood elevation; or
- alteration or relocation of a stream (including but not limited to installing culverts and bridges)

the applicant shall (as per 44 CFR Part 65.12):

1. apply to FEMA for conditional approval of such action prior to permitting the encroachments to occur.

2. Upon receipt of the FEMA Administrator's conditional approval of map change and prior to approving the proposed encroachments, a community shall provide evidence to FEMA of the adoption of floodplain management ordinances incorporating the increased base flood elevations and / or revised floodway reflecting the post-project condition.

3. Upon completion of the proposed encroachments, the applicant shall provide as-built certifications. FEMA will initiate a final map revision upon receipt of such certifications in accordance with 44 CFR Part 67.

C. Any new construction, development, uses or activities allowed within any identified floodplain area shall be undertaken in strict compliance with the provisions contained in this Ordinance and any other applicable codes, ordinances and regulations.

Section 5.02 Elevation and Floodproofing Requirements

Within any Identified Floodplain Area any new structures with the exception of accessory structures shall be prohibited. If a variance is obtained for new construction in the Identified Floodplain Area in accordance with the criteria in Article VIII, then the following provisions apply:

A. Residential Structures

1. In AE, A1-30, and AH Zones, any new construction or substantial improvement shall have the lowest floor (including basement) elevated up to, or above, the Regulatory Flood Elevation.

2. In A Zones, where there are no Base Flood Elevations specified on the FIRM, any new construction or substantial improvement shall have the lowest floor (including basement) elevated up to, or above, the Regulatory Flood Elevation determined in accordance with Section 4.02.C of this ordinance.

3. In AO Zones, any new construction or substantial improvement shall have the lowest floor (including basement) at or above the highest adjacent grade at least as high as the depth number specified on the FIRM.

4. The design and construction standards and specifications contained in the 2009 International Building Code (IBC) and in the 2009 International Residential Code (IRC) or the latest edition thereof adopted by the Commonwealth of Pennsylvania, and ASCE 24 and 34 PA Code (Chapters 401-405 as amended) shall be utilized, where they are more restrictive.

B. Non-residential Structures

1. In AE, A1-30 and AH Zones, any new construction or substantial improvement of a non-residential structure shall have the lowest floor (including basement) elevated up to, or above, the Regulatory Flood Elevation, or be designed and constructed so that the space enclosed below the Regulatory Flood Elevation:

    a. is floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water and,

    b. has structural components with the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy:

2. In A Zones, where no Base Flood Elevations are specified on the FIRM, any new construction or substantial improvement shall have the lowest floor (including basement) elevated or completely floodproofed up to, or above, the Regulatory Flood Elevation determined in accordance with Section 4.02.C of this ordinance.

3. In AO Zones, any new construction or substantial improvement shall have their lowest floor elevated or completely floodproofed above the highest adjacent grade to at least as high as the depth number specified on the FIRM.

4. Any non-residential structure, or part thereof, made watertight below the Regulatory Flood Elevation shall be floodproofed in accordance with the W1 or W2 space classification standards contained in the publication entitled "Flood-Proofing Regulations" published by the U.S. Army Corps of Engineers (June 1972, as amended March 1992) or with some other equivalent standard. All plans and specifications for such floodproofing shall be accompanied by a statement certified by a registered professional engineer or architect which states that the proposed design and methods of construction are in conformance with the above referenced standards. There should be a statement submitted with the permit application and a statement submitted with the as-built Floodproofing Certificate prior to the issuance of the Certificate of Occupancy.

5. Any non-residential structure that will be floodproofed must submit the following to the Floodplain Administrator along with the non-residential Floodproofing Certificate and prior to the issuance of the Certificate of Occupancy:

a. An Inspection and Maintenance Plan detailing the annual maintenance of floodproofed components ensuring that all components will operate properly under flood conditions. Components that must be inspected include at a minimum:

    1. Mechanical equipment such as sump pumps and generators,

    2. Flood shields and closures,

    3. Walls and wall penetrations, and

    4. Levees and berms (as applicable)

b. Flood Emergency Operation Plan detailing the procedures to be followed during a flooding event, and must include information pertaining to how all components will operate properly under all conditions, including power failures. The design professional must produce the plan. An adequate plan must include the following:

    1. An established chain of command and responsibility with leadership responsibilities clearly defined for all aspects of the plan.

    2. A procedure for notification of necessary parties when flooding threatens and flood warnings are issued. Personnel required to be at the building should have a planned and safe means of ingress and should have no other emergency response duties during a flood event. Alternates should be assigned in the event that the primary persons responsible are unable to complete their assigned duties under the plan.

    3. A list of specific duties assigned to ensure that all responsibilities are addressed expeditiously. The locations of materials necessary to properly install all floodproofing components must be included in the list.

    4. An evacuation plan for all personnel or occupants; those without duties for the flood emergency as well as those with duties for implementing the plan. All possible ingress and egress routes must be identified.

    5. A periodic training and exercise program to keep personnel and occupants aware of their duties and responsibilities. Training drills should be held at least once a year and should be coordinated with community officials.

6. The design and construction standards and specifications contained in the 2009 International Building Code (IBC) and in the 2009 International Residential Code

(IRC) or the latest revision thereof as adopted by the Commonwealth of Pennsylvania, and ASCE 24 and 34 PA Code (Chapters 401-405 as amended) shall be utilized, where they are more restrictive.

C. Space below the lowest floor

1. Basements are prohibited.

2. Fully enclosed space below the lowest floor (excluding basements) which will be used solely for the parking of a vehicle, building access, or incidental storage in an area other than a basement, shall be designed and constructed to allow for the automatic entry and exit of flood waters for the purpose of equalizing hydrostatic forces on exterior walls. The term "fully enclosed space" also includes crawl spaces.

3. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet or exceed the following minimum criteria:

   a. a minimum of two openings having a net total area of not less than one (1) square inch for every square foot of enclosed space installed on two (2) separate walls

   b. the bottom of all openings shall be no higher than one (1) foot above grade.

   c. openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

D. Historic Structures

Historic structures undergoing repair or rehabilitation that would constitute a substantial improvement as defined in this ordinance, must comply with all ordinance requirements that do not preclude the structure's continued designation as a historic structure. Documentation that a specific ordinance requirement will cause removal of the structure from the National Register of Historic Places or the State Inventory of Historic places must be obtained from the Secretary of the Interior or the State Historic Preservation Officer. Any exemption from ordinance requirements will be the minimum necessary to preserve the historic character and design of the structure.

E. Accessory structures

Structures accessory to a principal building need not be elevated or floodproofed to remain dry, but shall comply, at a minimum, with the following requirements:

1. the structure shall not be designed or used for human habitation, but shall be limited to the parking of vehicles, or to the storage of tools, material, and equipment related

to the principal use or activity.

2. floor area shall not exceed 200 square feet.

3. The structure will have a low damage potential.

4. the structure will be located on the site so as to cause the least obstruction to the flow of flood waters.

5. power lines, wiring, and outlets will be elevated to the Regulatory Flood Elevation.

6. permanently affixed utility equipment and appliances such as furnaces, heaters, washers, dryers, etc. are prohibited.

7. sanitary facilities are prohibited.

8. the structure shall be adequately anchored to prevent flotation, collapse, and lateral movement and shall be designed to automatically provide for the entry and exit of floodwater for the purpose of equalizing hydrostatic forces on the walls. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet or exceed the following minimum criteria:

    a. a minimum of two openings having a net total area of not less than one (1) square inch for every square foot of enclosed space.

    b. the bottom of all openings shall be no higher than one (1) foot above grade.

    c. openings may be equipped with screens, louvers, etc. or other coverings or devices provided that they permit the automatic entry and exit of flood waters.

9. For accessory structures that are 200 square feet or larger in area (footprint) and that are below the base flood elevation, a variance is required as set forth in Article VIII. If a variance is granted, a signed Declaration of Land Restriction (Nonconversion Agreement) shall be recorded on the property deed prior to issuance of the Certificate of Occupancy. No variances shall be granted for a proposed accessory structure that exceeds 600 square feet in size. A signed Non-Conversion Agreement is required as a condition of receiving the variance.

Section 5.03 Design and Construction Standards

The following minimum standards shall apply for all construction and development proposed within any identified floodplain area:

A. Fill

Within any Identified Floodplain Area the use of fill shall be prohibited. If a variance is obtained in accordance with the criteria in Article VIII, then the

following provisions apply:

1. If fill is used, it shall:

   a. extend laterally at least fifteen (15) feet beyond the building line from all points;

   b. consist of soil or small rock materials only - Sanitary Landfills shall not be permitted;

   c. be compacted to provide the necessary permeability and resistance to erosion, scouring, or settling;

   d. be no steeper than one (1) vertical to two (2) horizontal feet unless substantiated data justifying steeper slopes are submitted to, and approved by the Floodplain Administrator; and

   e. be used to the extent to which it does not adversely affect adjacent properties.

B. Drainage Facilities

Storm drainage facilities shall be designed to convey the flow of storm water runoff in a safe and efficient manner. The system shall ensure proper drainage along streets, and provide positive drainage away from buildings. The system shall also be designed to prevent the discharge of excess runoff onto adjacent properties.

C. Water and Sanitary Sewer Facilities and Systems

1. All new or replacement water supply and sanitary sewer facilities and systems shall be located, designed and constructed to minimize or eliminate flood damages and the infiltration of flood waters.

2. Sanitary sewer facilities and systems shall be designed to prevent the discharge of untreated sewage into flood waters.

3. No part of any on-site waste disposal system shall be located within any identified floodplain area except in strict compliance with all State and local regulations for such systems. If any such system is permitted, it shall be located so as to avoid impairment to it, or contamination from it, during a flood.

4. The design and construction provisions of the UCC and FEMA #348, "Protecting Building Utilities From Flood Damages" and "The International Private Sewage Disposal Code" shall be utilized.

D. Other Utilities

All other utilities such as gas lines, electrical and telephone systems shall be located, elevated (where possible) and constructed to minimize the chance of impairment during a flood.

E. Streets

The finished elevation of all new streets shall be no more than one (1) foot below the Regulatory Flood Elevation.

F. Storage

All materials that are buoyant, flammable, explosive, or in times of flooding, could be injurious to human, animal, or plant life, and not listed in Section 5.04, Development Which May Endanger Human Life, shall be stored at or above the Regulatory Flood Elevation or floodproofed to the maximum extent possible.

G. Placement of Buildings and Structures

All buildings and structures shall be designed, located, and constructed so as to offer the minimum obstruction to the flow of water and shall be designed to have a minimum effect upon the flow and height of flood water.

H. Anchoring

1. All buildings and structures shall be firmly anchored in accordance with accepted engineering practices to prevent flotation, collapse, or lateral movement.

2. All air ducts, large pipes, storage tanks, and other similar objects or components located below the Regulatory Flood Elevation shall be securely anchored or affixed to prevent flotation.

I. Floors, Walls and Ceilings

1. Wood flooring used at or below the Regulatory Flood Elevation shall be installed to accommodate a lateral expansion of the flooring, perpendicular to the flooring grain without causing structural damage to the building.

2. Plywood used at or below the Regulatory Flood Elevation shall be of a "marine" or "water-resistant" variety.

3. Walls and ceilings at or below the Regulatory Flood Elevation shall be designed and constructed of materials that are "water-resistant" and will withstand inundation.

4. Windows, doors, and other components at or below the Regulatory Flood Elevation shall be made of metal or other "water-resistant" material.

J. Paints and Adhesives

1. Paints and other finishes used at or below the Regulatory Flood Elevation shall be of "marine" or "water-resistant" quality.

2. Adhesives used at or below the Regulatory Flood Elevation shall be of a "marine" or "water-resistant" variety.

3. All wooden components (doors, trim, cabinets, etc.) used at or below the Regulatory Flood Elevation shall be finished with a "marine" or "water-resistant" paint or other finishing material.

K. Electrical Components

1. Electrical distribution panels shall be at least three (3) feet above the base flood elevation.

2. Separate electrical circuits shall serve lower levels and shall be dropped from above.

L. Equipment

1. Water heaters, furnaces, air conditioning and ventilating units, and other electrical, mechanical or utility equipment or apparatus shall not be located below the Regulatory Flood Elevation and shall be anchored to resist floatation, collapse, and lateral movement

2. Ductwork shall be elevated to or above the Regulatory Flood Elevation or floodproofed to remain water resistant.

M. Fuel Supply Systems

All gas and oil supply systems shall be designed to prevent the infiltration of flood waters into the system and discharges from the system into flood waters. Additional provisions shall be made for the drainage of these systems in the event that flood water infiltration occurs.

N. Uniform Construction Code Coordination

The Standards and Specifications contained in 34 PA Code (Chapters 401-405), as amended and not limited to the following provisions shall apply to the above and other sections and sub-sections of this ordinance, to the extent that they are more restrictive and supplement the requirements of this ordinance.

International Building Code (IBC) 2009 or the latest revision thereof as adopted by the Commonwealth of Pennsylvania:
Secs. 801, 1202, 1403, 1603, 1605, 1612, 3402, and Appendix G.

International Residential Building Code (IRC) 2009 or the latest revision thereof as adopted by the Commonwealth of Pennsylvania:
Secs. R104, R105, R109, R322, Appendix E, and Appendix J.

Section 5.04 Development Which May Endanger Human Life

Within any Identified Floodplain Area, any structure of the kind described in Subsection A., below, shall be prohibited. If a variance is obtained in accordance with the criteria in Article VIII, then the following provisions apply: (5.04 B, C, & D)

A. In accordance with the Pennsylvania Flood Plain Management Act, and the regulations adopted by the Department of Community and Economic Development as required by the Act, any new or substantially improved structure which:

1. will be used for the production or storage of any of the following dangerous materials or substances; or,

2. will be used for any activity requiring the maintenance of a supply of more than 550 gallons, or other comparable volume, of any of the following dangerous materials or substances on the premises; or,

3. will involve the production, storage, or use of any amount of radioactive substances;

shall be subject to the provisions of this section, in addition to all other applicable provisions. The following list of materials and substances are considered dangerous to human life:

- Acetone
- Ammonia
- Benzene
- Calcium carbide
- Carbon disulfide
- Celluloid
- Chlorine
- Hydrochloric acid
- Hydrocyanic acid
- Magnesium
- Nitric acid and oxides of nitrogen
- Petroleum products (gasoline, fuel oil, etc.)
- Phosphorus
- Potassium
- Sodium
- Sulphur and sulphur products
- Pesticides (including insecticides, fungicides, and rodenticides)
- Radioactive substances, insofar as such substances are not otherwise regulated.

B. Within any Identified Floodplain Area, any new or substantially improved structure of the kind described in Subsection A., above, shall be prohibited within the area measured fifty (50) feet landward from the top-of-bank of any watercourse.

C. Within any Floodway Area, any structure of the kind described in Subsection A., above, shall be prohibited. Where permitted within any Identified Floodplain Area, any new or substantially improved residential structure of the kind described in Section 5.04 (A), above, shall be elevated to remain completely dry up to at least one and one half (1 ½) feet above base flood elevation and built in accordance with Sections 5.01, 5.02 and 5.03.

D. Where permitted within any Identified Floodplain Area, any new or substantially improved non-residential structure of the kind described in Section 5.04 (A) above, shall be built in accordance with Sections 5.01, 5.02 and 5.03 including:

1. elevated, or designed and constructed to remain completely dry up to at least one and one half (1 ½) feet above base flood elevation, and

2. designed to prevent pollution from the structure or activity during the course of a base flood.

Any such structure, or part thereof, that will be built below the Regulatory Flood Elevation shall be designed and constructed in accordance with the standards for completely dry floodproofing contained in the publication "Flood-Proofing Regulations (U.S. Army Corps of Engineers, June 1972 as amended March 1992), or with some other equivalent watertight standard.

Section 5.05 Special Requirements for Subdivisions and Development

All subdivision proposals and development proposals containing at least 50 lots or at least 5 acres, whichever is the lesser, in Identified Floodplain Areas where base flood elevation data are not available, shall be supported by hydrologic and hydraulic engineering analyses that determine base flood elevations and floodway information. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for a Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR). Submittal requirements and processing fees shall be the responsibility of the applicant.

Section 5.06 Special Requirements for Manufactured Homes

A. Within any Identified Floodplain Area manufactured homes shall be prohibited. If a variance is obtained in accordance with the criteria in Article VIII, then the following provisions apply:

B. Within any Floodway Area/District, manufactured homes shall be prohibited. If a variance is obtained in accordance with the criteria in Article VIII, then the following provisions apply:

C. Within any Identified Floodplain Area manufactured homes shall be prohibited within the area measured fifty (50) feet landward from the top-of-bank of any watercourse.

D. Where permitted within any Identified Floodplain Area, all manufactured homes, and any improvements thereto, shall be:

1. placed on a permanent foundation;

2. elevated so that the lowest floor of the manufactured home is at least one and one half (1 ½) feet above base flood elevation;

3. and anchored to resist flotation, collapse, or lateral movement.

E. Equipment requirement:

1. Water heaters, furnaces, air conditioning and ventilating units, and other electrical, mechanical or utility equipment or apparatus shall not be located below the Regulatory Flood Elevation and shall be anchored to resist floatation, collapse, and lateral improvement.

2. Ductwork shall be elevated to or above the Regulatory Flood Elevation or floodproofed to remain water resistant.

F. Installation of manufactured homes shall be done in accordance with the manufacturers' installation instructions as provided by the manufacturer. Where the applicant cannot provide the above information, the requirements of Appendix E of the 2009 "International Residential Building Code" or the "U.S. Department of Housing and Urban Development's Permanent Foundations for Manufactured Housing," 1984 Edition, draft or latest revision thereto and 34 PA Code Chapter 401-405 shall apply.

G. Consideration shall be given to the installation requirements of the 2009 IBC, and the 2009 IRC or the latest revision thereto as adopted by the Commonwealth of Pennsylvania, and 34 PA Code, as amended where appropriate and/or applicable to units where the manufacturers' standards for anchoring cannot be provided or were not established for the proposed unit(s) installation.

Section 5.07 Special Requirements for Recreational Vehicles

Within any Identified Floodplain Area recreational vehicles shall be prohibited. If a variance is obtained in accordance with the criteria in Article VIII, then the following provisions apply:

A. Recreational vehicles in Zones A, A1-30, AH and AE must either:

1. be on the site for fewer than 180 consecutive days, and

2. be fully licensed and ready for highway use,

or

3. meet the permit requirements for manufactured homes in Section 5.06.

ARTICLE VI. PROHIBITED ACTIVITIES

Section 6.01 General

In accordance with the administrative regulations promulgated by the Department of Community and Economic Development to implement the Pennsylvania Flood Plain Management Act, the following activities shall be prohibited within any Identified Floodplain Area:

A. The commencement of any of the following activities; or the construction, enlargement, or expansion of any structure used, or intended to be used, for any of the following activities:

   1. Hospitals

   2. Nursing homes

   3. Jails or prisons

B. The commencement of, or any construction of, a new manufactured home park or manufactured home subdivision, or substantial improvement to an existing manufactured home park or manufactured home subdivision.

ARTICLE VII EXISTING STRUCTURES IN IDENTIFIED FLOODPLAIN AREAS

Section 7.01 Existing Structures

The provisions of this Ordinance do not require any changes or improvements to be made to lawfully existing structures. However, when an improvement is made to any existing structure, the provisions of Section 7.02 shall apply.

Section 7.02 Improvements

The following provisions shall apply whenever any improvement is made to an existing structure located within any Identified Floodplain Area:

A. No expansion or enlargement of an existing structure shall be allowed within any Floodway Area/District that would cause any increase in BFE.

B. No expansion or enlargement of an existing structure shall be allowed within AE Area/District without floodway that would, together with all other existing and anticipated development, increase the BFE ~~more than one (1) foot~~ at any point.

C. Any modification, alteration, reconstruction, or improvement of any kind to an existing structure to an extent or amount of fifty (50) percent or more of its market value, shall constitute a substantial improvement and shall be undertaken only in full compliance with the provisions of this Ordinance.

D. The above activity shall also address the requirements of the 34 PA Code, as amended and

the 2009 IBC and the 2009 IRC or most recent revision thereof as adopted by the Commonwealth of Pennsylvania.

E. Within any Floodway Area/District (See Section 4.02 A), no new construction or development shall be allowed, unless the appropriate permit is obtained from the Department of Environmental Protection Regional Office

F. Within any AE Area/District without Floodway (See Section 4.02 B), no new construction or development shall be located within the area measured fifty (50) feet landward from the top-of-bank of any watercourse, unless the appropriate permit is obtained from the Department of Environmental Protection Regional Office.

G. Any modification, alteration, reconstruction, or improvement of any kind to an existing structure, to an extent or amount of less than fifty (50) percent of its market value, shall be elevated and/or floodproofed to the greatest extent possible.

H. Any modification, alteration, reconstruction, or improvement of any kind that meets the definition of "cumulative substantial damage" shall be undertaken only in full compliance with the provisions of this ordinance.

ARTICLE VIII VARIANCES

Section 8.01 General

If compliance with any of the requirements of this Ordinance would result in an exceptional hardship to a prospective builder, developer or landowner, the Borough of Harmony Zoning Hearing Board may, upon request, grant relief from the strict application of the requirements.

Section 8.02 Variance Procedures and Conditions

Requests for variances shall be considered by the Borough of Harmony Zoning Hearing Board in accordance with the procedures contained in Section 3.10 and the following:

A. No variance shall be granted for any construction, development, use, or activity within any Floodway Area/District that would cause any increase in the BFE.

B. No variance shall be granted for any construction, development, use, or activity within any AE Area/District without floodway that would, together with all other existing and anticipated development, increase the BFE ~~more than one (1) foot~~ at any point.

C. No variances shall be granted for a proposed accessory structure that exceeds 600 square feet in size. A signed Non-Conversion Agreement is required as a condition of receiving the variance.

D. Except for a possible modification of the Regulatory Flood Elevation requirement involved, no variance shall be granted for any of the other requirements pertaining specifically to development regulated by Development Which May Endanger Human Life (Section 5.04).

E. No variance shall be granted for Prohibited Activities (Article VI).

F. If granted, a variance shall involve only the least modification necessary to provide relief.

G. In granting any variance, the Borough of Harmony Zoning Hearing Board shall attach whatever reasonable conditions and safeguards it considers necessary in order to protect the public health, safety, and welfare, and to achieve the objectives of this Ordinance.

H. Whenever a variance is granted, the Borough of Harmony Zoning Hearing Board shall notify the applicant in writing that:

1. The granting of the variance may result in increased premium rates for flood insurance.

2. Such variances may increase the risks to life and property.

I. In reviewing any request for a variance, the Borough of Harmony Zoning Hearing Board shall consider, at a minimum, the following:

1. That there is good and sufficient cause.

2. That failure to grant the variance would result in exceptional hardship to the applicant.

3. That the granting of the variance will

a. neither result in an unacceptable or prohibited increase in flood heights, additional threats to public safety, or extraordinary public expense,

b. nor create nuisances, cause fraud on, or victimize the public, or conflict with any other applicable state or local ordinances and regulations.

J. A complete record of all variance requests and related actions shall be maintained by the Borough of Harmony Zoning Hearing Board. In addition, a report of all variances granted during the year shall be included in the annual report to the FEMA.

Notwithstanding any of the above, however, all structures shall be designed and constructed so as to have the capability of resisting the one-percent (1%) annual chance flood.

ARTICLE IX. DEFINITIONS

Section 9.01 General

Unless specifically defined below, words and phrases used in this Ordinance shall be interpreted so as to give this Ordinance its' most reasonable application.

Section 9.02 Specific Definitions

1. Accessory use or structure - a use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

2. Base flood - a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood" or one-percent (1%) annual chance flood).

3. Base flood discharge - the volume of water resulting from a Base Flood as it passes a given location within a given time, usually expressed in cubic feet per second (cfs).

4. Base flood elevation (BFE) - the elevation shown on the Flood Insurance Rate Map (FIRM) for Zones AE, AH, A1-30 that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.

5. Basement - any area of the building having its floor below ground level on all sides.

6. Building - a combination of materials to form a permanent structure having walls and a roof. Included shall be all manufactured homes and trailers to be used for human habitation.

7. Cumulative substantial damage – flood related damages sustained by a structure on two or more separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

8. Declaration of Land Restriction (Non-Conversion Agreement) - A form signed by the property owner to agree not to convert or modify in any manner that is inconsistent with the terms of the permit and these regulations, certain enclosures below the lowest floor of elevated buildings and certain accessory structures. The form requires the owner to record it on the property deed to inform future owners of the restrictions.

9. Development - any man-made change to improved or unimproved real estate, including but not limited to the construction, reconstruction, renovation, repair, expansion, or alteration of buildings or other structures; the placement of manufactured homes; streets, and other paving; utilities; filling, grading and excavation; mining; dredging; drilling operations; storage of equipment or materials; and the subdivision of land.

10. Existing manufactured home park or subdivision – a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

11. Expansion to an existing manufactured home park or subdivision – the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the

construction of streets, and either final site grading or the pouring of concrete pads).

12. Flood - a temporary inundation of normally dry land areas.

13. Flood Insurance Rate Map (FIRM) - the official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

14. Flood Insurance Study (FIS) - the official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

15. Floodplain area - a relatively flat or low land area which is subject to partial or complete inundation from an adjoining or nearby stream, river or watercourse; and/or any area subject to the unusual and rapid accumulation of surface waters from any source.

16. Floodproofing - any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

17. Floodway - the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

18. Highest Adjacent Grade - The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

19. Historic structures – any structure that is:

    a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

    b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

    c. Individually listed on a state inventory of historic places in states which have been approved by the Secretary of the Interior; or

    d. Individually listed on a local inventory of historic places in communities with historic preservation that have been certified either:

        i. By an approved state program as determined by the Secretary of the Interior or

        ii. Directly by the Secretary of the Interior in states without approved programs.

20. Identified Floodplain Area- this term is an umbrella term that includes all of the areas within which the community has selected to enforce floodplain regulations. It will always include the area identified as the Special Flood Hazard Area on the Flood Insurance Rate Maps and Flood Insurance Study, but may include additional areas identified by the community. See Sections 4.01 and 4.02 for the specifics on what areas the community has included in the Identified Floodplain Area.

21. Lowest floor - the lowest floor of the lowest fully enclosed area (including basement). An unfinished, flood resistant partially enclosed area, used solely for parking of vehicles, building access, and incidental storage, in an area other than a basement area is not considered the lowest floor of a building, provided that such space is not designed and built so that the structure is in violation of the applicable non-elevation design requirements of this ordinance.

22. Manufactured home - a structure, transportable in one or more sections, which is built on a permanent chassis, and is designed for use with or without a permanent foundation when attached to the required utilities. The term includes park trailers, travel trailers, recreational and other similar vehicles which are placed on a site for more than 180 consecutive days.

23. Manufactured home park or subdivision – a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

24. New construction - structures for which the start of construction commenced on or after the effective start date of this floodplain management ordinance and includes any subsequent improvements to such structures. Any construction started after May 4, 1989 and before the effective start date of this floodplain management ordinance is subject to the ordinance in effect at the time the permit was issued, provided the start of construction was within 180 days of permit issuance.

25. New manufactured home park or subdivision – a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

26. Person - an individual, partnership, public or private association or corporation, firm, trust, estate, municipality, governmental unit, public utility or any other legal entity whatsoever, which is recognized by law as the subject of rights and duties.

27. Post-FIRM Structure - is a structure for which construction or substantial improvement occurred after December 31, 1974 or on or after the community's initial Flood Insurance Rate Map (FIRM) dated May 4, 1989, whichever is later, and, as such, would be required to be compliant with the regulations of the National Flood Insurance Program.

28. Pre-FIRM Structure - is a structure for which construction or substantial improvement occurred on or before December 31, 1974 or before the community's initial Flood

Insurance Rate Map (FIRM) dated May 4, 1989, whichever is later, and, as such, would not be required to be compliant with the regulations of the National Flood Insurance Program.

29. Recreational vehicle - a vehicle which is:

    a. built on a single chassis;

    b. not more than 400 square feet, measured at the largest horizontal projections;

    c. designed to be self-propelled or permanently towable by a light-duty truck,

    d. not designed for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

30. Regulatory Flood Elevation - the base flood elevation (BFE) or estimated flood height as determined using simplified methods plus a freeboard safety factor of one and one-half (1 ½) feet. The freeboard safety factor also applies to utilities and ductwork.

31. Special flood hazard area (SFHA) - means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. It is shown on the FIRM as Zone A, AO, A1-A30, AE, A99, or, AH.

32. Start of construction - includes substantial improvement and other proposed new development and means the date the Permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days after the date of the permit and shall be completed within twelve (12) months after the date of issuance of the permit unless a time extension is granted, in writing, by the Floodplain Administrator. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufacture home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

33. Structure – a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

34. Subdivision - the division or re-division of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for

distribution to heirs, or devisees, transfer of ownership or building or lot development: Provided, however, that the subdivision by lease of land for agricultural purposes into parcels of more than ten acres, not involving any new street or easement of access or any residential dwelling, shall be exempted.

35. Substantial damage - damage from any cause sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent or more of the market value of the structure before the damage occurred.

36. Substantial improvement - any reconstruction, rehabilitation, addition, or other improvement of a structure, of which the cost equals or exceeds fifty (50) percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage" or "cumulative substantial damage" regardless of the actual repair work performed. The term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.

37. Uniform Construction Code (UCC) – The statewide building code adopted by The Pennsylvania General Assembly in 1999 applicable to new construction in all municipalities whether administered by the municipality, a third party or the Department of Labor and Industry. Applicable to residential and commercial buildings, The Code adopted The International Residential Code (IRC) and the International Building Code (IBC), by reference, as the construction standard applicable with the State floodplain construction. For coordination purposes, references to the above are made specifically to various sections of the IRC and the IBC.

38. Variance- A grant of relief by a community from the terms of a floodplain management regulation.

39. Violation - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in 44 CFR §60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

ARTICLE X. ENACTMENT

Section 10.01 Adoption

This Ordinance shall be effective on July 3, 2018 and shall remain in force until modified, amended or rescinded by Borough of Harmony, Butler County, Pennsylvania.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY

THIS 3rd DAY OF July, 2018.

ATTEST

Amy Brown
Amy Brown
Secretary

BOROUGH OF HARMONY

Gregory Such
Gregory Such
President

EXAMINED AND APPROVED BY ME THIS 3rd Day of July, 2018

Cathy Rape
Cathy Rape
Mayor

HARMONY BOROUGH

ORDINANCE NUMBER 426

AN ORDINANCE AMENDING THE EXISTING BOROUGH OF HARMONY NON-UNIFORMED EMPLOYEES PENSION PLAN ("PLAN"), BUTLER COUNTY, PENNSYLVANIA, IN ORDER TO AMEND THE PLAN TO ADD DC FEATURES AND TO COMPLY WITH THE FEDERAL AND COMMONWEALTH OF PENNSYLVANIA LAWS AND REGULATIONS IN EFFECT AS OF JANUARY 1, 2016.

WHEREAS, Borough intends for this Plan to comply with the tax-exempt retirement plan requirement of the Internal Revenue Code of 1986 (as amended) Section 401(a) and, as a result, the Borough adopts the attached Plan amendments.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, by Harmony Borough, Butler County, Pennsylvania and it is hereby ordained and enacted by the authority of the same as follows:

SECTION ONE: ESTABLISHMENT:

This Ordinance sets forth the details of the money purchase retirement plan provisions for full time non-uniform employees of Harmony Borough employees hired after January 1, 2016 pursuant to the provisions of Exhibit A and updates the Internal Revenue Code provisions as set forth in Exhibit A.

SECTION TWO: SAVINGS PROVISION:

In the event that any provisions, section, sentence, clause or part of this Retirement Plan shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause, or part of the Plan, it being the intent of Harmony Borough that such remainder shall remain in full force and effect.

SECTION THREE: AUTHORIZED SIGNATURE:

The Chairman or Vice-Chairman and Secretary or Assistant Secretary of the Harmony Borough Council are hereby authorized and directed to execute the Plan Documents.

ENACTED this 4th day of December 2018.

ATTEST:

Amy Braun

HARMONY BOROUGH

Gregory A. Hall (SEAL)

Catherine H. Rogge (SEAL)

_____ (SEAL)

I do hereby attest the above is a true and correct copy of proposed Harmony Borough Ordinance Number 426.

_____

EXHIBIT A

1. **Sections 4.07 and 4.04** - Maximum Benefit Limitations and IRC 415 are deleted in its entirety and replaced by Article XII.

2. **Sections 5.03 and 5.04** – Required Distributions and Small Amounts are deleted in its entirety and replaced by Article XII.

3. **Section 3.05** – Rollovers from Qualified Plans is deleted in its entirety and replaced by **Article XII**.

4. **Article VII** – Additional Qualification Rules is deleted in its entirety and replaced by **Article XII**.

5. Any references to the above sections in Articles I through X shall be changed to references to **Article XII**.

6. **Articles XI and XII**– Money Purchase Plan Provisions for Full-Time Non-uniformed Employees hired after January 1, 2016 and Internal Revenue Code provisions are added to the Plan which will provide as follows in the attached:

ORDINANCE NO: 427

THE BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA TO ESTABLISH PROCEDURES RELATING TO THE REMOVAL OF GRASS AND LEAVES.

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania, the Borough Council has determined it necessary to amend the Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND IT IS HEREBY ORDAINED AND ENACTED BY AND WITH THE AUTHORITY OF THE SAME AS FOLLOWS:

SECTION ONE:

The Borough of Harmony's Code of Ordinances Chapter 21, Part III, shall be amended to add the following provisions:

§21-318 GRASS AND LEAVES TO BE REMOVED FROM SIDEWALKS; TIME LIMIT.

The owner, occupant or tenant of every property fronting upon or located alongside any street in the Borough of Harmony shall not place grass or leaves on any sidewalks abutting upon such property in a way that it interferes with pedestrian traffic. Further, the removal of grass or leaves from any sidewalk shall not be dumped or piled onto any public street or alley to the extent that it interferes with vehicular traffic. The owner of a property shall be responsible for conforming to the requirements of this Section where such property is occupied by such owner, is vacant or unoccupied or consists of more than one (1) tenanted or tenantable unit; the occupier or tenant shall be responsible therefore where such property consists of a single unit, occupied by such tenant or occupier only.

§21-319 GRASS AND LEAVES NOT TO BE PLACED ON BOROUGH STREETS.

No person shall remove grass or leaves from private or commercial property and place such grass or leaves onto Borough Streets or state roads.

§21-320 AUTHORITY FOR THE BOROUGH TO REMOVE GRASS OR LEAVES AND COLLECT COST AND ADDITIONAL AMOUNTS FROM OWNER, OCCUPANT OR TENANT.

In any case where the owner, occupant or tenant, places grass or leaves grass street or sidewalk, the Code Enforcement Officer shall serve a notice upon the property owner or his agent ordering the removal of the grass or leaves within twenty four (24) hours of the date of the notice.

In any case where the owner, occupant or tenant, as aforesaid, shall fail, neglect or refuse to comply with any provision of Section 21-319 within the time specified, the Borough authorities may proceed immediately to clear all grass or leaves from the sidewalk of such delinquent, and to collect the expense thereof, with any additional amount allowed by law, from such owner, occupant or tenant as the case may be in addition to any fine or penalty imposed under Section 21-321.

§21-321 PENALTY FOR VIOLATION.

Any person found guilty of violating any part hereof shall be guilty of a summary offense and shall be sentenced to a fine up of not less than fifty dollars ($50.00) and not more than three hundred dollars ($300) per offense, together with costs.

SECTION TWO: CONFLICT

Any Ordinance, Resolution or part thereof in conflict herewith, is hereby repealed to the extent of said conflict.

SECTION FOUR: AUTHORIZATION

The Borough Council of the Borough of Harmony is hereby authorized and directed to execute any and all documents necessary to effectuate the purposes of this Ordinance.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 5th DAY OF February, 2019.

ATTEST

Amy Brown
Amy Brown
Secretary

BOROUGH OF HARMONY

By: _____
Greg Such
Council President

EXAMINED AND APPROVED BY ME THIS 5th DAY OF FEBRUARY, 2019.

Cathy Rape
Cathy Rape
Mayor

ORDINANCE NO. 428
BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, ADOPTING THE 2015 INTERNATIONAL BUILDING CODE FOR THE BOROUGH OF HARMONY, WITH CERTAIN AMENDMENTS; PROVIDING PENALTIES FOR THE VIOLATION THEREOF; AND REPEALING EXISTING INCONSISTENT ORDINANCES

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania, the Borough Council has determined it necessary to adopt the 2015 International Building Code with certain amendments.

NOW, THEREFORE, be it ordained and enacted by the Borough Council of the Borough of Harmony as follows:

Section 1. That a certain document is on file in the Borough of Harmony being marked and designated as:

The 2015 Edition of the International Building Code (including all Appendix Chapters) is hereby adopted as the Building Code of the Borough of Harmony for the maintenance and use of all property, buildings and structures as herein provided and each and all of the regulations, provisions, penalties, conditions and terms of said above referenced Code is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance, with the additions, insertions, deletions and changes, if any, as prescribed in this Ordinance.

Section 2. The following sections of the 2015 International Property Maintenance Code are hereby amended form the text of said Code

Section 101.1. – Title – The name "**BOROUGH OF HARMONY**" is hereby inserted.

Section 913.2.2 - Circuits supplying fire pumps – is hereby deleted.

Section 1612.3. – The name "**BOROUGH OF HARMONY**" is hereby inserted.

Section 1612.3 - The date of "**February 5, 2019**" is hereby inserted.

Section 2609.4 - Exception 3 is hereby modify to state: **"...occupied for growing or maintaining plants..."**

Section 3. Inconsistent Ordinances.

Any ordinance, or part of any ordinance, conflicting with the provisions of this ordinance is hereby repealed, insofar as the same affects this ordinance.

ORDAINED AND ENACTED THIS 5th DAY OF February, 2019.

ATTEST:

Amy Brown

Amy Brown, Borough Secretary

BOROUGH OF HARMONY

By: _____

Greg Such, President
Harmony Council

Examined and approved this 5th day of February, 2019.

Cathy Rape Mayor

Cathy Rape, Mayor

ORDINANCE NO: 429
THE BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, COUNTY OF BUTLER, COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING THE TAX RATE FOR THE YEAR 2019

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, and it is hereby ordained and enacted by the Borough Council of the Borough of Harmony that a tax be and the same is hereby levied on all real property within the Borough.

The Tax Rate shall be established as the sum of 12.585 mills on each dollar of assessed valuation, or the sum of 125.85 Cents on each One Hundred ($100.00) Dollars of assessed valuation.

The same being summarized as follows:

1. The tax rate for General Revenue / General Borough Purposes, the sum of 11.085 mills on each dollar of assessed valuation.
2. The tax rate for Fire Equipment / Fire Protection Purposes, the sum of 1.5 mills on each dollar of assessed valuation.
3. Pursuant to Pennsylvania's Local Tax Collection Law, a taxpayer subject to the payment of a tax levy by this Ordinance shall be entitled to a discount of 2% from the amount of such tax upon making a payment of the whole amount of such tax by or before April 30, 2019.
4. A taxpayer subject to the payment of a tax levy by this ordinance who shall fail to make payment of such tax by June 30, 2019 shall be charged a penalty of 10% (which penalty shall be added to the tax by the Tax Collector and shall be collected by the tax Collector).

That any Ordinance, or part of an Ordinance, conflicting with this Ordinance be and the same is hereby repealed in so far as the same affects this Ordinance.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 5 DAY OF MARCH, 2019.

ATTEST

Amy Brown
Amy Brown
Secretary

BOROUGH OF HARMONY

By: Greg Such
Greg Such
Council President

EXAMINED AND APPROVED BY ME THIS 5th DAY OF March, 2019.

Cathy Rape
Cathy Rape
Mayor

ORDINANCE NO: 430
THE BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, COUNTY OF BUTLER, COMMONWEALTH OF PENNSYLVANIA, CREATING HANDICAPPED PARKING AND PRESCRIBING PENALTIES FOR VIOLATION THEREOF

NOW, THEREFORE, be it ordained and enacted by Council for the Borough of Harmony, and it is hereby ordained and enacted by the authority of same as follows:

SECTION 1. PURPOSE. The Council of the Borough of Harmony recognizes the need for reserved parking for the special needs of handicapped persons in the Borough of Harmony. It is the intention of Borough Council that the provisions of this Ordinance shall become part of the Codification of Ordinances of the Borough of Harmony and that said Codification shall be amended and supplemented accordingly.

SECTION 2. APPLICABILITY. This ordinance shall apply to any individual who has been issued by the Commonwealth of Pennsylvania a handicapped license plate or placard, or on whose behalf said license plate or placard has been issued, pursuant to Section 1338 of the Pennsylvania Motor Vehicle Code, shall be eligible for the installation of a sign indicating that parking in such space is restricted to those vehicles bearing handicapped license plates or placards.

SECTION 3. LOCATIONS. A handicap parking spot will be designated on Spring Street in front of 714 Spring Street in order to provide access and convenience to those individuals that meet the criteria of this Ordinance established in Section 2.

SECTION 4. PENALTIES. An individual who illegally parks in any handicap parking spot within the Borough of Harmony, upon conviction thereof, shall be subject to the penalties under the Commonwealth of Pennsylvania Vehicle and Crimes Code.

SECTION 5. REPEALER. Any Ordinance, or any part of any Ordinance, in conflict herewith is hereby repealed to the extent of such conflict.

ORDAINED AND ENACTED BY BOROUGH COUNCIL THIS 2nd **DAY OF** April**, 2019.**

ATTEST

Amy Brown
Secretary

BOROUGH OF HARMONY

By: _____
Greg Such
Council President

EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____, 2019.

_____
Cathy Rape
Mayor

OVER RIDE VETO
VOTE 7-0

ORDINANCE NO. 431

BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AMENDING THE ZONING ORDINANCE, CHAPTER 27 OF THE HARMONY BOROUGH CODE OF ORDINANCES TO ADD PROVISIONS RELATING TO PRIMITIVE STRUCTURES IN A C-2 ZONING DISTRICT AS AMENDED BY ORDINANCE 421.

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania, the Borough Council has determined it necessary to prohibit obstructions to sidewalks within the Borough.

NOW THEREFORE, be it ordained and enacted by the Borough Council of the Borough of Harmony as follows:

SECTION 3. Chapter 27-111(D)(5) of the Harmony Borough Zoning Ordinance is hereby amended to add the following:

"c. Primitive Structures 25 feet"

SECTION 4. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 12th DAY OF November, 2019.

ATTEST

Amy Brown
Secretary

BOROUGH OF HARMONY

By: Greg Such
Greg Such, Council President

EXAMINED AND APPROVED BY ME THIS 20th DAY OF November, 2019.

Cathy Rape, Mayor
Cathy Rape, Mayor

Borough of Harmony of Butler County, Pennsylvania

Ordinance # 432
For
Intergovernmental Emergency Cooperation

AN ORDINANCE TO REPEAL ORDINANCE No. 418 EMA INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING PARTICIPATION IN A NEW INTERMUNICIPAL EMERGENCY MANAGEMENT PROGRAM OF THE BOROUGH OF HARMONY, DELEGATING MUNICIPAL POWERS OF MANAGEMENT/COORDINATION OF PENNSYLVANIA EMERGENCY MANAGEMENT SERVICE CODE IN THE EVENT OF A DISASTER, NATURAL OR HUMAN CAUSED, TO SATISFY THE REQUIREMENTS OF THE PENNSYLVANIA EMERGENCY MANAGEMENT SERVICES CODE.

THIS ORDINANCE, ESTABLISHING AN AGREEMENT, pursuant to the Pennsylvania Intergovernmental Cooperation Law, 53 Pa. C.S. § 2303, et. Seq., is hereby approved and entered as of the date of adoption of the Ordinance # 432 by the Borough of Harmony, (hereinafter "Municipality") and effective (5) days thereafter.

WITNESSETH:

WHEREAS, the Borough of Harmony is a municipality located with **Butler County, Pennsylvania;** and

WHEREAS, the Municipality recognizes that the growth and development in **Butler County** in general, and in the geographic limits of the Municipality in particular, their responsibility for the protection of their citizens in case of disaster;

WHEREAS, the Municipality recognizes the need to repeal Ordinance No. 418, the former EMA Intergovernmental agreement in order to expand the EMA in our region of **Butler County**;

WHEREAS, the Municipality has aggressed to form a non-profit corporation with the Borough of Harmony, the Township of Jackson, and the Township of Lancaster, all in Butler County, Pennsylvania, which shall be referred to as the Seneca Area Emergency Management Agency, Inc., for local management/coordination of the Pennsylvania Emergency Management Services Code 35 Pa. C.S. Section 7101 et seq. as amended and 35 Pa. C.S. 7503(1), and has determined that participation will be beneficial and convenient for its residents both in terms of cost and efficiency of administration all of which protect and preserve the health, safety and welfare of its citizens; and

WHEREAS, the Municipality has determined that it has a need for administration of the Pennsylvania Emergency Management Services Code for the protection of the persons and property of its residents and protection of the general public safety; and

WHEREAS, the Municipality recognizes that the employment/appointment of emergency management officials to perform identical tasks within each Municipality would result in the duplication of effort and duplication of costs to the detriment of the residents of all Municipalities; and

WHEREAS, the Municipality recognizes that the coordination of services would enable each municipality to minimize the costs of the administration of an emergency management program; and

WHEREAS, the Act of July 12, 1972, P.L. 762, as amended, 53 P.S. § 481 et seq., also known as the Intergovernmental Cooperation Act, permits Municipalities to enter into agreements to cooperate in the performance of their respective functions, powers or responsibilities; and

WHEREAS, the Municipality desires to enter into an agreement whereby it will jointly establish a non-profit corporation to execute an emergency management program to serve Municipalities throughout **Butler County.**

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED and an Intergovernmental Emergency Cooperation Agreement is approved, in consideration of the various covenants, promises, and conditions hereinafter set forth and for other good and valuable consideration receipt of which is hereby acknowledged, it is hereby authorized and agreed by and between the Borough of Harmony and any and all other noted Municipalities of the Seneca Area Emergency Management Agency, Inc., located within the geographic boundaries of **Butler County** as follows:

WHEREAS, the Municipalities recognize that the employment, appointment or contracted of separate Emergency Official(s) to perform identical tasks within each Municipality could result in the duplication of effort to the detriment of the residents of the Municipalities; and

WHEREAS, the Municipalities recognize that the coordination of services would enable each Municipality to minimize the costs of the administration of the Pennsylvania Emergency Management Services Code; and

WHEREAS, the Act of July 12, 1972, P.L. 762, as amended, 53 P.S. § 481 et seq., also known as the Intergovernmental Cooperation Act, permits Municipalities to enter into

agreements to cooperate in the performance of their respective functions, powers or responsibilities; and

WHEREAS, the Municipality and the several other participating Municipalities hereby enter into an agreement whereby they will jointly establish a non-profit corporation called the Seneca Area Emergency Management Agency, Inc., that will provide services to the Municipalities.

NOW, THEREFORE, with the foregoing background incorporated herein by reference and made a part hereof, and in consideration of the mutual promises and obligations set forth herein, and intending to be legally bound hereby, the parties agree as follows:

1. Establishment of Emergency Management Agency. The Municipality and the several other participating Municipalities shall jointly establish a non-profit corporation for the management of the Pennsylvania Emergency Management Services Code which shall include the enactment and adoption of Bylaws to govern the management, membership, appointment of a Emergency Officials, funding and other necessary functions of the non-profit corporation. Such program shall be known as the Seneca Area Emergency Management Agency, Inc., and shall be administered in accordance with the provisions the Bylaws of the Agency.

2. Establishment of the Board of Directors and Membership.

A. Membership and Board of Directors. Membership and the appointment of a Board of Directors shall be governed by the Bylaws attached hereto and labeled as Exhibit "B."

B. Meetings. The Board of Directors shall meet as set forth in the Bylaws attached hereto and labeled as Exhibit "B."

C. Voting. All actions by the Board of Directors shall be put to a vote as set forth in the Bylaws attached hereto and labeled as Exhibit "B."

3. Responsibility of Municipalities. The following activities are the individual responsibility of each municipality.

A. Enacting an Ordinance that ratifies the Municipality's participation in the Inter-municipal Pennsylvania Emergency Management Services Code Coordination of the Seneca Area Emergency Management Agency, Inc., in accordance with the requirements of the Intergovernmental Cooperation Act.

B. Adopting or amending the Municipality's existing fee resolution(s) providing fees to be imposed for management/coordination as set forth in the Bylaws.

C. Provide adequate insurance coverage to include errors and omissions insurance and general liability insurance for actions of the Seneca Area Emergency Management Agency, Inc.

D. Eliminate the position of, or modify the responsibilities of, any existing Municipal employee so as to eliminate conflicts and/or overlaps with the responsibilities of the Seneca Area Emergency Management Agency, Inc., and its Emergency Officials.

5. Emergency Management Official(s). Emergency Official(s) shall be hired, appointed or contracted, as needed, at the sole discretion of the Board of Directors as set forth in the Bylaws to execute the Pennsylvania Emergency Management Services Code Program.

6. Program Cost Sharing. Each Municipality shall participate in their share of the costs of administering Seneca Area Emergency Management Agency, Inc., services according to the Bylaws.

7. Grants. With the help of the Board of Directors each Municipality shall take reasonable steps to obtain from federal, state and other agencies such grants and aid as may be from time to time available to carry out the intent of this agreement. If grants may be obtained for the purchase of property to be used, such as a computer, the Board of Directors shall coordinate the application and shall determine which Municipality or agency shall take title to any such equipment.

8. Duration of Agreement. The term of this Agreement shall be for a period of one (1) year commencing with the date of execution hereof by the Municipality and several other participating Municipalities. This agreement shall be automatically renewed for an additional term of one (1) year at the conclusion of the initial term and each renewal term thereafter unless, at least ninety (90) days prior to the beginning of the fiscal year, the Municipality which does not desire to renew the Agreement, gives written notice of such refusal to renew to the Board of Directors, in writing.

9. Participation of Other Municipalities. Additional Municipalities may become a party to this Agreement upon the consent of the Board of Directors at the time such a request is made. A Municipality which desires to become a party to this Agreement shall make application to the Board of Directors and shall in writing agree to accept all terms and conditions of this Agreement and the Bylaws. Failure to act upon an application to become a party to this Agreement within sixty (60) days of receipt of such application shall be considered to be a denial of consent to become a party to this Agreement.

10. Withdrawal from Agreement. Any Municipality may withdraw from participation at the end of the term of this Agreement or any extension thereof by notifying the Board of Directors in writing of the intention to withdraw at least ninety (90) days before the expiration of such term as provided in Section 8 herein. Notwithstanding the foregoing, any Municipality may withdraw from this Agreement for cause by providing the Board of Directors with written notification of the cause of such withdrawal. During such notification period, the governing body of any other Municipality shall have the right to challenge the cause for withdrawal. In the event such a challenge is made, the withdrawing Municipality and the challenging Municipality shall mediate their differences within thirty (30) days. If, after meeting

with a mediator, such differences cannot be resolved, the withdrawing Municipality shall be permitted to withdraw on the next anniversary date of this Agreement.

11. Amendment. This Agreement may be amended only by written instrument signed by all Participating Municipalities.

12. Interpretation. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

13. Severability. The provisions of this Agreement are severable, and if any section, sentence, clause, part or provision hereof shall be held to be illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Agreement. It is hereby declared to be the intent of the governing bodies of each participating Municipality that this Agreement would not have been entered into if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had been included herein.

14. Enactment of Ordinance Under Intergovernmental Cooperation Act. The governing body of each Municipality agrees to enact an Ordinance with in ninety (90) days from the date hereof pursuant to and in accordance with the Pennsylvania Intergovernmental Cooperation Act for the purpose of authorizing and effectuating this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

ATTEST

Amy Brown

Amy Brown
Borough Secretary

BOROUGH OF HARMONY

By: Gregory Such

Gregory Such, President
Borough Council

EXAMINED AND APPROVED BY ME THIS 3rd DAY OF June, 2020.

Cathy Rape

Cathy Rape, Mayor

(Seal)

EXHIBIT "A"

INTERMUNICIPAL EMERGENCY COOPERATION AGREEMENT

THIS AGREEMENT made this 3rd day of June, 2020, by and between the Borough of Harmony, a municipal corporation organized under the laws of Pennsylvania with its municipal offices located in the County of Butler, Commonwealth of Pennsylvania, and various other local participating Boroughs, Cities and Townships within the Commonwealth, for a purpose.

WITNESSETH:

WHEREAS, the Borough of Harmony and several other participating communities (the "other Municipalities") are Municipalities located within the County of Butler, Pennsylvania; and

WHEREAS, the Municipality and the other Municipalities recognize that the growth and development within **Butler County** in general, and in the Municipality in particular, their responsibility for the protection of their citizens in case of disaster;

WHEREAS, each Municipality has also recognized that coordinating of the Pennsylvania Emergency Management Services Code through an Ordinance of the Municipality would be beneficial for its residents and would protect and preserve the health, safety, and welfare of its citizens; and

WHEREAS, the Municipalities have recognized that administration of the Pennsylvania Emergency Management Services Code would be best undertaken through the employment/appointment or contract of one or more trained professional Emergency Management Official(s); and

1. The Municipality hereby adopts this ordinance authorizing intergovernmental cooperation through membership in the Seneca Area Emergency Management Agency, Inc., a non-profit corporation as applicable according to its terms to all structures and property within the geographic limits of the Municipality.

2. The Municipality hereby joins in creating the Seneca Area Emergency Management Agency, Inc., as the agency for the Pennsylvania Emergency Management Services Code Coordination and delegates all such powers as set forth below and as may be reasonable and necessary to carry out the Municipality's Services Code and all Ordinances and Resolutions implementing the same, within the geographic limits of the Municipality.

3. The Municipality hereby adopts the Bylaws of the Seneca Area Emergency Management Agency, Inc., and authorizes its officers to execute the same.

4. The Seneca Area Emergency Management Agency, Inc., shall provide all normal and appropriate management/coordination of the Pennsylvania Emergency Management Service Code within the geographic limits of the Municipality, on the same basis as the services that area provided within the geographic limits of other member municipalities.

The Seneca Area Emergency Management Agency, Inc., shall have those powers and abilities as appertain to municipal officers under the laws of the Commonwealth of Pennsylvania, or the Rules of the Supreme Court, or the Ordinances of the Municipality relating to the coordinating of the Pennsylvania Emergency Management Service Code.

5. This Ordinance, the Agreement and the Bylaws adopted herewith shall constitute a binding agreement and shall be sufficient warrant and authority for the officials and agents as appointed by the Municipality to cooperate and assist the Seneca Area Emergency Management Agency, Inc., in carrying out its duties and responsibilities under the Intergovernmental Cooperation Agreement and Bylaws.

6. The Emergency Management Officers coming under the terms of the Agreement shall be at all times under the immediate supervision, direction, and control of the Board of Directors of the Seneca Area Emergency Management Agency, Inc. Questions, comments or complaints concerning the provision of services in Municipality pursuant to this Ordinance and Agreement shall be presented in writing to the Board of Directors.

7. The Seneca Area Emergency Management Agency, Inc., shall retain all fees as otherwise provided for in the Fee Resolution.

8. The term of this Agreement shall commence upon adoption of this Ordinance and extend for a period of one (1) year and continue thereafter on a year-to-year basis unless terminated by action of the governing body of the Municipality as provided for in the Intergovernmental Agreement.

9. The qualified Emergency Management Official(s) hired, appointed or contracted by the Board of Directors is/are hereby authorized to act on behalf of the Municipality in coordinating the Pennsylvania Emergency Management Services Code related to any and all provisions of the Ordinances and Resolutions of Municipality relating to the Pennsylvania Emergency Management Services Code.

10. This Ordinance is intended to be severable and if any part or portion thereof is ruled invalid or unenforceable, it is the intention of the Municipality that the remaining portions should continue to be of full force and effect.

IN WITNESS OF THE PROPER ADOPTION OF THIS ORDINANCE AND APPROVAL OF THE INTERGOVERNMENTAL EMERGENCY COOPERATION AGREEMENT SET FORTH HEREIN, the duly appointed officers of the governing bodies of the respective municipalities have hereunto set forth their hands and seals.

Approved by the Borough of Harmony on the 3rd day of June, 2020.

Borough of Harmony

ATTEST:

Amy Brown
Borough Secretary

Gregory Such
Council President

~~Carty~~ Cathy Rape, Mayor

ORDINANCE NO. 433

BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, ADOPTING THE 2009 INTERNATIONAL PROPERTY MAINTENANCE CODE FOR THE BOROUGH OF HARMONY, WITH CERTAIN AMENDMENTS; PROVIDING PENALTIES FOR THE VIOLATION THEREOF; AND REPEALING EXISTING INCONSISTENT ORDINANCES

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania, the Borough Council has determined it necessary to adopt the 2009 International Property Maintenance Code with certain amendments.

NOW, THEREFORE, be it ordained and enacted by the Borough Council of the Borough of Harmony as follows:

Section 1. That a certain document is on file in the Borough of Harmony being marked and designated as:

The 2009 International Property Maintenance Code, as published by the International Code Council, Inc., be and is hereby adopted as the Property Maintenance Code of the Borough of Harmony for the maintenance and use of all property, buildings and structures as herein provided and each and all of the regulations, provisions, penalties, conditions and terms of said above referenced Code is hereby referred to, adopted and made a part hereof as if fully set out in this Ordinance, with the additions, insertions, deletions and changes, if any, as prescribed in this Ordinance.

Section 2. The following sections of the 2009 International Property Maintenance Code are hereby amended form the text of said Code:

A. Whenever the term "Name of Jurisdiction" or "jurisdiction" is used in this code, it shall be held to mean the Borough of Harmony;
B. Whenever the term "legal officer" or "legal representative" is used in this code, it shall be held to mean the Borough Solicitor.
C. Whenever the term "board of appeals" or "appeals board" is used in this code, it shall be held to mean the Borough of Harmony Code Enforcement Appeals Board.

Section 103.5. – Fees – There shall be no specific fees for activities and services performed by the Office of Code Enforcement in carrying out its responsibilities under this code except as set for thin other ordinances or resolutions of the Borough of Harmony related to the inspection and review of facilities and structures.

Section 106.4 – Violation Penalties – Any person who shall violate a provision of this code or fail to comply therewith, or shall fail to comply with any of the requirements thereof, shall be guilty of a summary offense punishable by a fine of not more than$1,000.00, or by imprisonment not exceeding 30 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 111.2 – Code Enforcement Appeals Board – The board of appeals shall consist of three members appointed by the Council of the Borough of Harmony by Resolution as follows: one member to be appointed for not more than three years, one for not more than two years and one for not more than one year. Thereafter, appointments are to be made so that each new member will serve for three years or until a successor has been appointed. The Council shall make appointments such that the members' terms will expire on the first Monday of January in the year their term expires.

Add Section 111.2.1 – Qualifications – Each member shall be a licensed professional engineer, architect or a builder or superintendent of building construction for at least seven years, three years of which that board member shall have been in responsible charge of work.

Renumber Section 111.2.1 to 111.2.2 – Alternate Member – The Council of the Borough of Harmony may appoint one alternate member who shall be called by the Board Chairperson to hear appeals during the absences or disqualification of a member. An alternate member shall possess the qualifications required for board membership and shall be appointed for not more than three years, or until a successor has been appointed.

Renumber Sections 111.2.2 through 111.2.5 to Section 111.2.3 through 111.2.6.

Section 302.3 – Sidewalks and Driveways – addition:

"**Section 302.3.1 – Snow and Ice Removal** – All sidewalks and similar public throughways for pedestrian use shall be maintained free from accumulations of snow and ice. The owner, tenant or occupant of any premises which abuts said public throughway shall be responsible for removal within twenty-four (24) hours of receipt of notice."

Section 302.3 Sidewalks and driveways – addition:
"**Section 302.3.2 – Obstruction of Sidewalks** – It shall be unlawful for any person *(natural person, partnership, association, firm or corporation)* to occupy any portion of any street, parking lots, alleys or sidewalk with any goods, food, wares or merchandise, or with boxes or other containers thereof, or stands tables or racks for the display thereof except as permitted by Borough of Harmony Ordinances. This prohibition includes, but is not limited to, any crate, keg, lumber, bricks or other articles on any sidewalk that obstructs the free use of such sidewalk, except goods, food, wares or merchandise may be placed on the sidewalk for the purpose of loading and unloading, removing or storing any of same except as set forth in other ordinances of the Borough of Harmony relating to the use of sidewalks."

Section 302.4 – Weeds – the phrase "six (6) inches" is hereby inserted.

Section 302.10 – Trees and Shrubs – addition:
"**Section 302.10 Trees and Shrubs** – It shall be unlawful for any person, firm co-partnership or corporation owning property within the confines of the Borough of Harmony to permit trees, shrubs or other bushes upon his or its property or properties to overhang public sidewalks and driveways within the Borough, unless said trees, shrubs or other bushes be so trimmed by such property owner in such manner as to permit no overhang on said sidewalks or driveways at a height of less than nine (9) feet above said sidewalks or driveways. It shall further be unlawful for any person, firm co-partnership or corporation to permit trees, shrubs or other bushes to encroach upon said sidewalks or driveways from the sides thereof, in such manner as to cause less than a full width of said sidewalk or driveway to be freely available for unrestricted public travel thereover and thereupon".

Section 302.11 – Repair of Sidewalk and Curbing – addition:

"**Section 302.11 – Repair of Sidewalk and Curbing** – It shall further be unlawful for any person, firm, partnership, or corporation, owning property, or having the right to occupy and having custody of property within the confines of the Borough of Harmony to remove tree(s) from the berm of any property without repairing sidewalk slabs or curbing damaged by the growing tree or damaged as a result of its removal. It shall also be unlawful to fail to remove the remaining tree stump by grinding or other means. Sidewalks, curbs and berms must be returned to acceptable Borough standards prior to vacating the site."

Section 304.14 – Insect Screens – "May 1 to October 1" is hereby inserted.

Section 308.2 Disposal of Rubbish – addition:

"**Section 308.2.1 – Location of Rubbish Storage Facilities** – Such containers shall be stored or located at the rear of the structure."

"**Section 308.2.3 – Relocation of Containers for Garbage Pickup** – All garbage/rubbish containers and/or recycling bins shall not be placed at the designated trash pickup location prior to eighteen (18) hours of the designated pickup time, and subsequent to being emptied shall be removed from the designated pick-up location within twelve (12) hours."

Section 403 Ventilation – addition:

"**Section 403.6 – Carbon Monoxide Detectors Required** – Carbon monoxide detectors shall be installed in all residential structures where garages are located within the primary dwelling unit. Detectors may be battery operated and shall provide an alarm which will be audible in all sleeping areas. All detectors shall be UL approved and listed and shall be installed in accordance with manufacturer's instructions."

Section 602.3 – Heat Supply – insert the dates, "September 1 to June 1".

Section 602.4 – Occupiable work spaces – insert the dates "September 1 to June 1".

Section 702 – Means egress – addition:

"**Section 702.1.1 – Accumulation** – Rubbish, garbage or other materials shall not be stored or allowed to accumulate in stairways, passageways, doors, windows, fire escapes or other means of egress."

"**Section 702.1.2 – Hazardous Material** – Combustible, flammable, explosive or other Hazardous materials, such as paint, volatile oils and cleaning fluids, or combustible rubbish, such as wastepaper, boxes and rags, shall not be accumulated or stored unless such storage complies with the applicable requirements of the International Building Code and the International Fire Code."

"**Section 702.1.3 – Prosecution** – In the event after notice as provided herein, the owner or occupant of the premises where storage of the items referred to in Section 702.1.1 and 702.1.2 is prohibited, the Code Official shall cause the prohibited materials to be removed through any available public agency or by contract arrangement by private persons and the cost thereof, including storage cost if storage is necessary, shall be charged against the real estate upon which the structure is located and shall be alien upon such real estate; and further, the amount of such lien shall include court costs and reasonable attorney's fees."

Boarding Standards – addition:

"**Boarding Standards** – The Boarding Standards set forth in Appendix A of the 2012 International Property Maintenance Code are hereby adopted and enacted as part of this Ordinance and are made mandatory and numbered as A101 through A103.5.

Section 3. Inconsistent Ordinances.

Any ordinance, or part of any ordinance, conflicting with the provisions of this ordinance is hereby repealed, insofar as the same affects this ordinance.

ORDAINED AND ENACTED THIS 2nd DAY OF June, 2019.

ATTEST:

Amy Brown
Amy Brown, Borough Secretary

BOROUGH OF HARMONY

By: _____
Greg Such, President
Harmony Council

Examined and approved this 2nd day of June, 2020.

Cathy Rape Mayor
Cathy Rape, Mayor

ORDINANCE NO: 434
THE BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, COUNTY OF BUTLER, COMMONWEALTH OF PENNSYLVANIA, RESCINDING ORDINANCE NO. 430 WHICH CREATEDA SPACE FOR HANDICAPPED PARKING AND DESIGNATING 714 SPRING STREET AS A NO PARKING ZONE

WHEREAS, on or about April 2, 2019, the Council of the Borough of Harmony adopted Ordinance No. 430 which created a handicapped parking space at 714 Spring Street, Harmony Borough, Pennsylvania; and

WHEREAS, the Borough is now cognizant of the fact that this practice is not in the best interest of or benefit to Harmony Borough; and

WHEREAS, the Borough has determined it necessary to regulate the parking of vehicles at 714 Spring Street; and

NOW, THEREFORE, be it ordained and enacted by the Council of Harmony Borough that Ordinance No. 430 is rescinded.

Section 1. No Parking.

That hereafter it shall be unlawful to park any motor vehicle or other vehicles at 714 Spring Street.

Section 2. Signage.

The erection and maintenance of all necessary signage is hereby authorized. Said signage shall be placed so as to properly notify all vehicular traffic of the imposed regulations.

Section 3. Enforcement.

It shall be the duty of the police officers having jurisdiction within the Borough to institute the prosecution of all persons violating Section 1 of this Ordinance.

Section 4. Penalty.

Whoever violates Section 1 of this Ordinance, shall, upon conviction thereof, be sentenced to pay a fine of not more than three hundred dollars ($300.00).

Section 5.

Any Ordinances, or parts thereof, which conflict with the provisions of this Ordinance are hereby repealed.

Section 6.

The provisions of this Ordinance are severable and if any sections, clauses, or sentences shall be held illegal, invalid, or unconstitutional, such provisions shall not affect or impair any of the remaining sections, clauses, or sentences.

Section 7. This Ordinance shall become effective immediately upon enactment.

Section 8. Repealer.

Any Ordinance, or any part of any Ordinance, in conflict herewith is hereby repealed to the extent of such conflict.

ORDAINED AND ENACTED BY BOROUGH COUNCIL THIS 7th DAY OF July, 2020.

ATTEST

Amy Brown
Amy Brown
Secretary

BOROUGH OF HARMONY

By: _____
Greg Such
Council President

EXAMINED AND APPROVED BY ME THIS 7th DAY OF July, 2020.

Cathy Rape
Cathy Rape
Mayor

ORDINANCE NO: 435
THE BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, COUNTY OF BUTLER, COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING THE TAX RATE FOR THE YEAR 2022

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, and it is hereby ordained and enacted by the Borough Council of the Borough of Harmony that a tax be and the same is hereby levied on all real property within the Borough.

The Tax Rate shall be established as the sum of 14.085 mills on each dollar of assessed valuation, or the sum of 140.85 Cents on each One Hundred ($100.00) Dollars of assessed valuation.

The same being summarized as follows:

1. The tax rate for General Revenue / General Borough Purposes, the sum of 11.085 mills on each dollar of assessed valuation.
2. The tax rate for Fire Equipment / Fire Protection Purposes, the sum of 3.0 mills on each dollar of assessed valuation.
3. Pursuant to Pennsylvania's Local Tax Collection Law, a taxpayer subject to the payment of a tax levy by this Ordinance shall be entitled to a discount of 2% from the amount of such tax upon making a payment of the whole amount of such tax by or before April 30, 2022.
4. A taxpayer subject to the payment of a tax levy by this ordinance who shall fail to make payment of such tax by June 30, 2022 shall be charged a penalty of 10% (which penalty shall be added to the tax by the Tax Collector and shall be collected by the tax Collector).

That any Ordinance, or part of an Ordinance, conflicting with this Ordinance be and the same is hereby repealed in so far as the same affects this Ordinance.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 1ST DAY OF FEBRUARY, 2022.

ATTEST

Amy Brown
Amy Brown
Secretary

BOROUGH OF HARMONY

By: Greg Such
Greg Such
Council President

EXAMINED AND APPROVED BY ME THIS 1ST DAY OF FEBRUARY 2022, 2022.

Cathy Rape
Cathy Rape
Mayor

BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

ORDINANCE NO. 436

AN ORDINANCE INCREASING THE INDEBTEDNESS OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, BY THE ISSUANCE OF A GENERAL OBLIGATION NOTE IN THE AMOUNT OF $200,000.00 FOR SUNDRY PURPOSES; FIXING THE FORM, NUMBER, DATE, INTEREST, AND MATURITY THEREOF; MAKING A COVENANT FOR THE PAYMENT OF THE DEBT SERVICE ON THE NOTE; PROVIDING FOR THE FILING OF THE REQUIRED DOCUMENTS; PROVIDING FOR THE APPOINTMENT OF A SINKING FUND DEPOSITORY FOR THE NOTE; AND AUTHORIZING EXECUTION, SALE AND DELIVERY THEREOF.

WHEREAS, it is necessary that the indebtedness of the Borough of Harmony, Butler County, Pennsylvania be increased for the following purpose: to finance (i) a portion of the Harmony Square Revitalization Project; and (2) pay the costs and expenses of issuance of the Note (together "2022 Project");

WHEREAS, the local government unit has received preliminary realistic cost estimates from professional consultants indicating the sum of $200,000.00 will be needed to complete the 2022 Project; and

WHEREAS, the proposed increase of debt, together with its non-electoral indebtedness and its lease rental indebtedness presently outstanding, will not cause the limitations of the local government unit debt incurring power, pursuant to constitutional and statutory authority to be exceeded.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Borough of Harmony, Butler County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

SECTION 1. That the aggregate principal amount of the Note of the Borough of Harmony, Butler County, Pennsylvania proposed to be issued is $200,000.00 General Obligation Note, same to be issued for the foregoing purposes and same to be incurred as

non-electoral debt.

SECTION 2. The period of useful life of the improvements for which this obligation is to be issued is estimated to be in excess of 20 years.

SECTION 3. Said indebtedness shall be evidenced by one general obligation Note, in fully registered form, in the sum of $200,000.00 dated and bearing interest from the earliest date of possible issue of said Note under the statutory time requirements as set forth in the Act of the General Assembly of the Commonwealth of Pennsylvania approved the 28th day of April, 1978, being Act 52 of 1978 Session and known as the Local Government Unit Debt Act, at a fixed initial rate of interest of 1.25% per annum, payable on the unpaid balance of said Note for a period of five (5) years, then to reset to a fixed rate equal to the tax-exempt equivalent of the Five (5) Year FHLP Fixed Rate, plus 1% (the "Adjusted Rate"), on each five year anniversary thereafter, provided however that the Adjusted Rate shall never be lower than 1.25%. The principal balance, and all accrued and unpaid interest, shall be due and payable twenty (20) years following the date of funding. Interest on any overdue payment shall be due at a rate equal to 2% over the then current interest rate (computed on the basis of 360 days to the year) until paid, which Note shall mature in installments on the annual anniversary date of said Note as set forth on Exhibit "A" attached hereto.

The local government unit reserves the right to anticipate any or all installments of principal or any payment of interest at any time prior to the respective payments dates thereof, without notice or penalty.

The principal and interest of said Note shall be payable at the office of the sinking fund depository selected for the Note as hereinafter provided.

SECTION 4. The said Note is hereby declared to be a general obligation of the Borough of Harmony, Butler County, Pennsylvania. The local government unit hereby covenants that it shall include the amount of debt service on the Note for each fiscal year in which such sums are payable in its budget for that year; shall appropriate such amounts to the payment of such debt service; and shall duly and punctually pay or cause to be paid the principal of the Note and the interest thereon at the dates and places and in the manner stated in the Note according to the true intent and meaning thereof, and for such proper budgeting, appropriation, and payment, the full faith, credit and taxing power of the Borough of Harmony is hereby irrevocably pledged. The amounts which the local government unit hereby covenants to pay in each of the following fiscal years on the basis

of the interest rates imposed are attached as Exhibit "B" hereto.

SECTION 5. The form of said Note shall be substantially as set forth in Exhibit "C" attached hereto.

SECTION 6. The said Note shall be executed in the name and under the corporate seal of the local government unit by the President of Council and Vice President of Council of the Borough of Harmony and attested to by the Secretary. The Treasurer is hereby authorized and directed to deliver said Note to the purchaser, and receive payment therefor on behalf of the local government unit. The President of Council and Borough Secretary of the local government unit are authorized and directed to prepare, verify and file the debt statement required by Section 8110 of the Act and to take other necessary action, including, if necessary or desirable, any statements required to qualify any portion of the debt from the appropriate debt limit as self-liquidating or subsidized debt.

SECTION 7. Mars Bank is hereby designated as the Sinking Fund Depository for the obligation herein authorized, and there is hereby created and established a Sinking Fund, to be known as "2022 General Obligation Note Sinking Fund" for the payment of the principal and interest thereon which shall be deposited into the Sinking Fund no later than the date upon which the same becomes due and payable. The Treasurer shall deposit into the Sinking Fund, which shall be maintained until such obligation is paid in full, sufficient amounts for payment of principal and interest on the obligation no later than the date upon which such payments shall become due. The Sinking Fund Depository shall, as and when said payments are due, without further action by the local government unit, withdraw available monies in the Sinking Fund and apply said monies to payment of principal and interest on the obligation.

SECTION 8. The President and Treasurer of Council are hereby authorized to contract with Mars Bank for its services as Sinking Fund Depository for the Note and paying agent for the same.

SECTION 9. In compliance with Section 8161 of the Act, the members of the governing body have determined that a private sale by negotiation rather than public sale is in the best financial interest of the local government unit. Therefore, the general obligation Note in the amount of $200,000.00 herein authorized to be issued and sold is hereby awarded and sold to Mars Bank in accordance with its proposal to purchase the said Note at par; provided the said Note is dated the delivery thereof to

Mars Bank, and is in the form set forth in this Ordinance as Exhibit C; and further provided that the proceedings have been approved by the Department of Community and Economic Development if such approval is required under the provisions of the Act.

SECTION 10. The action of the proper officers and the advertising of a summary of this Ordinance as required by law in the newspaper of general circulation, is ratified and confirmed. The advertisement in said paper of the enactment of the ordinance is hereby directed within fifteen (15) days following the day of final enactment.

SECTION 11. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

ORDAINED AND ENACTED this 5th day of April, 2022.

Attest:

By: _____
Amy Brown, Secretary

BOROUGH OF HARMONY

By: _____
Greg Such, President of
Borough Council

EXHIBIT "A"

REPAYMENT SCHEDULE

EXHIBIT "B"

DEBT SERVICE SCHEDULE

EXHIBIT "C"

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF BUTLER
BOROUGH OF HARMONY

GENERAL OBLIGATION NOTE

$200,000.00 DATED: _____, 2022

KNOW ALL MEN BY THESE PRESENTS, that the Borough of Harmony, Butler County, Commonwealth of Pennsylvania, a local government unit existing by and under the laws of said Commonwealth, for value received, hereby acknowledges itself indebted and promises to pay to the purchaser, or registered assigns, the sum of TWO HUNDRED THOUSAND DOLLARS ($200,000.00) in installments as follows:

The rate of interest shall be fixed per annum for the first five (5) years at 1.25% ("Fixed Rate"). The interest rate will change every five (5) years thereafter (each a "Change Date") to a fixed rate equal to the tax-free equivalent of the Five (5) Year FHLP Fixed Rate, plus 1% (the "Adjusted Rate"), provided however that the Adjusted Rate shall never be lower than 1.25%. The Five (5) Year FHLP Fixed Rate is the Five (5) Year FHLP Fixed rate as quoted by the Federal Home Loan Bank of Pittsburgh (or any other substantially similar information service designated by Lender). The rate of interest in effect from time to time, whether the Fixed Rate or the Adjusted Rate, is hereinafter referred to as the Applicable Interest Rate The maximum rate of interest charged throughout the life of the loan shall not exceed twenty-one percent (21%) per annum.

The monthly payments for the first six (6) months of the loan shall be interest-only. The monthly payments commencing with month (7) and continuing through month sixty (60) of the loan shall be made in accordance with the amortization schedule attached as Exhibit "A".

(INSERT REPAYMENT SCHEDULE)

The monthly payments of principal and interest including any adjustment for the change in rate on any Change Date shall be such that the loan will be paid in fully twenty (20) years from the date of closing without the necessity of a balloon payment.

The foregoing payments are computed on the basis of 360 days to the year, with the option of the local government unit to prepay any installment of principal or any payment of interest at any time

prior to the respective payment dates thereof, without notice of penalty.

Both principal and interest are payable in such coin or currency as at the respective dates of payment thereof shall be legal tender for the payment of public and private debts, at the office of Mars Bank, P.O. Box 927, Mars, PA 16046.

It is hereby recited that this Note is authorized to be issued in accordance with the Act of the General Assembly of the Commonwealth of Pennsylvania approved the 28th day of April, 1978, being Act 52 of the 1978 Session.

It is hereby certified that all acts, conditions, and things required to be or be done, happen, and be performed precedent to and in the issuance of this Note or in the creation of the debt of which it is evidence, have been done, happened and been performed in regular and due form and manner as required by law; and that this Note, together with all other indebtedness of the said local government unit is not in excess of any constitutional or statutory limitation and for the proper budgeting, appropriation, and the prompt and full payment of all the obligations of this Note the entire full faith, credit and taxing power of said local government unit are hereby irrevocably pledged.

It is hereby further certified that the said local government unit has effectively covenanted to include the amount of the debt service on this Note in each fiscal year for which such sums are due, in its budget for that year, to appropriate such amounts to the payment of such debt service, and to periodically pay or cause to be paid the principal and interest thereon at the dates and places and in the manner stated herein, according to the true intent and meaning hereof.

The Maker of this Note authorizes any attorney at law to appear before the Prothonotary of any court of record of the Commonwealth of Pennsylvania or in any state in the United States at any time after the Note becomes due, whether by default, acceleration or otherwise, and to waive the issuing and service of process and confess judgment in favor of the legal holder against any Maker and endorser, for the amount of principal and interest then appearing due on this Note, together with costs of suit and reasonable attorneys' fees, and to release all errors and waive all right of appeal.

WARNING – BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DEFAULT, A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF THE COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE PAYEE.

IN WITNESS WHEREOF, the Borough of Harmony, Butler County, Pennsylvania, has caused this Note to be properly executed by the proper officers of the local government unit and its corporate seal to be hereto affixed, attested to by the Secretary as of the 5th day of April, 2022.

BOROUGH OF HARMONY

By: _____
Greg Such,
President of Council

By: _____
Don Sims,
Vice President of Council

ATTEST:

By: _____
Amy Brown, Secretary

SEAL

EXHIBIT "A"

AMORTIZATION SCHEDULE

ORDINANCE NO. 437

THE BOROUGH OF HARMONY

BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA AMENDING SECTION 305 OF ORDINANCE NO. 388 STORMWATER MANAGEMENT REQUIREMENTS TO MODIFY THE CURRENT RELEASE RATES.

WHEREAS, the Pennsylvania Stormwater Management Act (Act 167) requires that each Pennsylvania municipality adopt a stormwater management ordinance to implement a stormwater management plan.

WHEREAS, the BOROUGH COUNCIL has reviewed the proposed amendment; and

WHEREAS, the BOROUGH COUNCIL finds:

1. Inadequate management of accelerated stormwater runoff resulting from development throughout a watershed increases flood flows and velocities, contributes to erosion and sedimentation, overtaxes the carrying capacity of existing streams and storm sewers, greatly increases the cost of public facilities to convey and manage stormwater, undermines floodplain management and flood reduction efforts in upstream and downstream communities, reduces groundwater recharge, threatens public health and safety, and increases non-point source pollution of water resources.

2. A comprehensive program of stormwater management, including reasonable regulation of development and activities causing accelerated runoff, is fundamental to the public health, safety, welfare, and the protection of the people of Municipality and all the people of the Commonwealth, their resources, and the environment.

3. Inadequate planning and management of stormwater runoff resulting from land development and redevelopment throughout a watershed can also harm surface water resources by changing the natural hydrologic patterns; accelerating stream flows (which increase scour and erosion of streambeds and stream banks thereby elevating sedimentation); destroying aquatic habitat; and elevating aquatic pollutant concentrations and loadings such as sediments, nutrients, heavy metals, and pathogens. Groundwater resources are also impacted through loss of recharge.

4. Stormwater is an important water resource which provides groundwater recharge for water supplies and base flow of streams, which also protects and maintains surface water quality.

5. Federal and state regulations require certain municipalities to implement a program of stormwater controls. These municipalities are required to obtain a permit for stormwater discharges from their separate storm sewer systems under the National Pollutant Discharge Elimination System (NPDES).

WHEREAS, the judgment of the BOROUGH COUNCIL, such an amendment to the Borough of Harmony Ordinance No. 388, Stormwater Management is consistent with the overall Comprehensive Plan adopted by the Borough; and

WHEREAS, revisions in this document will appear as follows: ~~struck out~~ for items removed and underlined for items added.

NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND IT IS HEREBY ORDAINED AND ENACTED BY AND WITH THE SAME THAT:

SECTION 1 SECTION 305, is amended by replacing Section 305 Rate Controls with the following:

Section C5. Rate Controls

~~1. Lands contained within Butler County that have not had release rates established under an approved Act 167 Stormwater Management Plan:~~

~~a. Post-development discharge rates shall not exceed the pre-development discharge rates for the 1 year, 2 year, 10 year, 25 year, 50 year, and 100 year storms.~~

1. In accordance with the Lower Connoquenessing Stormwater Planning Study prepared By Herbert, Rowland & Grubic, Inc., dated March 10, 2021, release rates for the watersheds located within the Borough of Harmony shall not exceed 90%. Resolution No. 2021-3-2B supports the recommendation to update the release rates in the Borough's Stormwater Management Ordinance.

SECTION 2 Repealer:

Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed to the extent of said conflict.

SECTION 3 Severability

Should any sentence, section, clause, part or provision of this ordinance be declared by a court of competent jurisdiction, to be invalid, the same shall not affect the validity of the ordinance as a whole, or any part declared to be invalid.

SECTION 4:

The appropriate Officers of the Borough of Harmony are hereby authorized and directed to execute any and all documents necessary to effectuate the purposes of this Ordinance.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 5th DAY OF April, 2022.

ATTEST

Amy Brown

Amy Brown
Borough Secretary

BOROUGH OF HARMONY

By: _____

Gregory Such
President, Borough Council

EXAMINED AND APPROVED BY ME THIS 5th DAY OF April, 2022.

Cathy Rape

Cathy Rape, Mayor

ORDINANCE NO. 438
BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AMENDING CHAPTER 21, SECTION 301 AND SECTION 304 OF THE HARMONY BOROUGH CODE OF ORDINANCES TO ADD PROVISIONS RELATING TO SIDEWALK CONSTRUCTION BY NOTICE.

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania, the Borough Council has determined it necessary to amend provisions relating to sidewalk construction by notice within the Borough.

NOW THEREFORE, be it ordained and enacted by the Borough Council of the Borough of Harmony as follows:

SECTION 1. Chapter 21-301(B) of the Harmony Borough Zoning Ordinance is hereby amended to add the following:

"(3). A sidewalk pad condition as determined by the Zoning Enforcement Officer that creates a hazardous environment for pedestrian traffic."

SECTION 2. Chapter 21-304 of the Harmony Borough Zoning Ordinance is hereby amended to add the following:

"The Borough may waive the permit fee for repairs made in accordance with Section 21-301 (B)(1) and (2) that are completed within sixty (60) days of an initial violation notice or without a violation notice issued to a property owner(s) or agent(s)."

SECTION 3. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 3RD **DAY OF** JANUARY **, 2023.**

ATTEST

Amy Brown
Secretary

BOROUGH OF HARMONY

By: _____
Greg Such, Council President

EXAMINED AND APPROVED BY ME THIS 3rd **DAY OF**

January, **2023.**

Cathy Rape

Cathy Rape, Mayor

AN ORDINANCE OF THE
BOROUGH OF HARMONY
(BUTLER COUNTY, PENNSYLVANIA)
ENACTED JUNE 6, 2023 AND NUMBERED 439

FORMAL ACTION CONSTITUTING A DEBT ORDINANCE UNDER THE LOCAL GOVERNMENT UNIT DEBT ACT

AUTHORIZING THE INCURRING OF NONELECTORAL DEBT BY THE ISSUANCE OF A GENERAL OBLIGATION NOTE IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED FIVE HUNDRED NINE THOUSAND DOLLARS ($509,000.00); COVENANTING TO PAY, AND PLEDGING UNLIMITED TAXING POWER FOR THE PAYMENT OF, THE NOTE; FIXING THE FORM, INTEREST RATE, MATURITY, REDEMPTION AND OTHER PROVISIONS FOR THE PAYMENT THEREOF; AUTHORIZING THE ACCEPTANCE OF A PROPOSAL FOR THE PURCHASE OF THE NOTE; AUTHORIZING A FILING OF REQUIRED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; RATIFYING AND DIRECTING CERTAIN ACTIONS OF OFFICERS; AND MAKING CERTAIN OTHER COVENANTS AND PROVISIONS IN RESPECT OF THE NOTE.

Note Counsel:

Dinsmore & Shohl LLP
1300 Six PPG Place
Pittsburgh, PA 15222

WHEREAS, the County of Butler (the "County" or the "Purchaser") previously authorized a loan financing program offering reduced interest rate loans to municipal entities in the County for qualified municipal infrastructure projects designated as the "Butler County Infrastructure Bank Program" (the "BCIB Program"); and

WHEREAS, on March 29, 2023, the Board of County Commissioners approved the projects eligible for inclusion in the BCIB Program, one of which was the project to be undertaken by the Borough of Harmony (the "Local Government Unit"); and

WHEREAS, on April 26, 2023, the Board of County Commissioners approved the issuance of a tax-exempt general obligation note (the "BCIB Note") in an aggregate principal amount not to exceed $13,358,000.00 in order to fund the BCIB Program; and

WHEREAS, the Borough Council (the "Governing Body") of the Local Government Unit deems it advisable to borrow an aggregate principal sum not to exceed $509,000.00 pursuant to the Local Government Unit Debt Act, 53 Pa.C.S.A. §8001 *et seq.* (the "Debt Act"), for the purposes described on **Exhibit P** hereto (the "Project"); and

WHEREAS, the County has presented a Purchase Proposal (defined hereinafter), attached hereto as **Exhibit PC**, to purchase the note to be issued by the Local Government Unit in order to achieve the financing of the Local Government Unit's Project.

NOW, THEREFORE, it is hereby ENACTED as follows:

Section 1. Definitions

Unless the context clearly indicates otherwise, the following terms shall, for all purposes of this Ordinance, have the meanings hereby ascribed to them. Moreover, such terms, together with all other provisions of this Ordinance, shall be read and understood in a manner consistent with the provisions of the Debt Act, as generally interpreted by the Department of Community and Economic Development or by courts maintaining competent jurisdiction.

Words or phrases importing the masculine gender shall be read and understood to include the feminine and neuter genders and those importing number shall include singular or plural, both as appropriate to the context. The word "person," in addition to natural persons, shall mean and include corporations, associations and public bodies and their successors unless the context shall indicate otherwise.

"Dated Date" means the date of delivery of the Note, expected to be July 6, 2023, or such other date that may be determined and fixed by the Purchaser and the Local Government Unit, upon which interest will begin to accrue on amounts advanced under the Note.

"Department" has the meaning given to such term in Section 2 hereof.

"Designated Officers" has the meaning given to such term in Section 2 hereof.

"First Note Payment Date" means November 1, 2023, the date upon which interest on the Note is first payable, as may be further specified by the Purchaser in accordance with the Purchase Proposal relating to the Note.

"Local Government Unit" means the Borough of Harmony, situated in the County of Butler, a Borough of the Commonwealth of Pennsylvania, duly organized and validly existing under the Constitution and laws of the Commonwealth.

"Note" or "Obligations" means, collectively, the Local Government Unit's General Obligation Note, Series of 2023, in an aggregate principal amount not to exceed $509,000.00.

"Note Payment Date(s)" means, singularly or jointly, May 1 and November 1 of each year during the term thereof, or as may be further specified by the Local Government Unit and the Purchaser in accordance with the Purchase Proposal, commencing with the First Note Payment Date.

"Project" has the meaning given to such term in **Exhibit P** hereto.

"Purchase Proposal" means the Proposal for the Purchase of Note, set out in **Exhibit PC** hereto, as presented by the County, and accepted by the Local Government Unit by execution and delivery of the same pursuant to Section 6 herein; provided however that the term shall, in addition, mean and include any addendums to the Proposal for Purchase of the Note containing the final terms and conditions of the sale of the Note (consistent with the parameters established herein) from the Purchaser, with the intent that the two documents shall be read and interpreted as one, and furthermore that the Proposal for Purchase of the Note together with the addendum thereto, shall govern the rights and duties of the Local Government Unit and the Purchaser, *inter se.*

"Redemption Date(s)" means any date selected by the Local Government Unit upon which, with at least thirty (30) days' prior written notice to the Purchaser, the Local Government Unit shall prepay all of the outstanding principal amount of the Note, together with all interest then accrued and owing, in order to redeem and prepay the same; the Note will not be subject to redemption in any principal amount less than the full principal amount then outstanding.

"Redemption Price" means 100% of the principal amount of the Note being redeemed and prepaid.

Section 2. Authorization

The Local Government Unit hereby authorizes the incurrence, and the increase, of nonelectoral indebtedness in an aggregate principal amount not to exceed $509,000.00, to be evidenced by its General Obligation Note, Series of 2023 in substantially the form attached hereto as Exhibit A to the Loan Agreement (defined hereafter) (with such changes as the Designated Officers, hereinafter defined, shall approve), in order to pay the costs of the Project.

The Note will be dated the Dated Date, will bear interest at a fixed rate not exceeding 2.72% per annum (30/360 day year basis), payable on the Note Payment Dates, beginning with the First Note Payment Date, and will amortize, as to principal, in part, on each said Note Payment Date according to the schedule of maximum principal and interest payments set out in **Exhibit DS** attached hereto. Specific payments of principal of and interest on the Note advanced and outstanding shall be due and payable in according to the schedule of principal amortization provided in the Loan Agreement.

The Note shall preserve to the Local Government Unit the right, on thirty (30) days' prior written notice, to prepay, at any time beginning on the applicable Redemption Date and on any date thereafter, and from time to time, in whole (but not in part); at a redemption price of 100% of the principal amount

being prepaid and redeemed, any amount outstanding hereunder, in all cases with interest accrued to the date of such prepayment and redemption.

Furthermore, the Note will be issued subject to, and the terms and conditions of payment, prepayment and security further delineated by and under a loan agreement (the "Loan Agreement") incorporating the terms and conditions of the Purchase Proposal. The Loan Agreement, substantially in the form attached hereto as **Exhibit LA**, is hereby approved, and the same shall be executed and delivered, with such changes as the Designated Officers shall approve, upon the issuance and delivery of the Note, in exchange for the Purchase Price of said Note at the settlement thereof.

The Local Government Unit hereby authorizes and directs the Governing Body (including individual members thereof) and the Borough Secretary, or their duly elected and acting successors (the "Designated Officers"), to execute and deliver the Note, the Loan Agreement and all such documents, and to do and perform all acts necessary and proper for the issuance and further security of the Note, including the filing of proceedings with the Pennsylvania Department of Community and Economic Development (the "Department") to enable the Department to certify its approval to issue, sell and deliver the Note.

The Designated Officers are hereby further authorized and directed to provide to the Purchaser each year, for as long as the Note are outstanding, a copy of the audited financial statements of the Local Government Unit when available, and to comply with and perform all the terms and conditions of the Loan Agreement and the Note.

The Designated Officers are hereby authorized and directed to prepare such materials and make such filings, applications and solicitations that are necessary to obtain appropriate approvals for the issuance of the Note and the matters contemplated hereby.

Section 3. Preparation of Debt Statement

As required by §8110 of the Act, any member of the Governing Body and the Borough Secretary of the Local Government Unit are authorized to prepare, execute and acknowledge the Debt Statement, and its accompanying Borrowing Base Certificate.

Section 4. Security and Payment of the Note

The Note shall be a general obligation of the Local Government Unit to the extent permitted by law. The Local Government Unit hereby covenants with the Purchaser and with subsequent holders, from time to time, of the Note that it will (a) include the amount of the debt service for each fiscal year in which any installment of principal or interest is payable in its budget for that year, (b) appropriate such amounts to the payment of such debt service, and (c) duly and punctually pay or cause to be paid the principal of and interest on the Note on the dates, at the place and in the manner stated therein according to the true intent and meaning thereof.

For such budgeting, appropriation and payment of the Note, the Local Government Unit hereby pledges its full faith, credit and taxing power. The Local Government Unit further covenants and agrees to undertake, perform and pursue all acts, applications, appeals, procedures and petitions, including the filing and pursuit of legal actions and remedies within appropriate administrative and judicial forums, necessary to permit and enable the Local Government Unit to budget and collect taxes and other revenues adequate to fulfill the foregoing covenant. The maximum amounts of debt service which are payable in respect of the Note are set forth in **Exhibit DS** attached hereto.

The Local Government Unit authorizes the creation (in its name and identified by reference to the Note), of a Sinking Fund for the payment of the Note with its authorized depositary, which is a bank lawfully conducting business in the Commonwealth of Pennsylvania, and does further covenant to maintain such Sinking Fund, in accordance with the Local Government Unit Debt Act, until the Note is paid in full. The Local Government Unit shall name NexTier Bank as its paying agent and shall well and timely pay, from the Sinking Fund, the full amounts of all principal of and interest owing on the Note, as and when due and payable, until the Note is paid in full. Finally, the Local Government Unit shall serve as registrar in respect of the Note, according to the provisions of the Act in compliance with current industry standards and practices.

Section 5. Tax Covenants.

The Local Government Unit acknowledges that the BCIB Note is being issue by the County as a tax-exempt obligation compliant with all the provisions of Sections 103 and 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended (the "Tax Code").

The Local Government Unit represents and warrants that proceeds of the Note are being applied to the purposes described in Exhibit P hereto. The Local Government Unit further represents and covenants that it will take such actions as shall be necessary or desirable, from time to time and within its reasonable control, as shall be necessary to maintain the exclusion of interest paid on the BCIB Note from the gross income of the owner for federal income tax purposes, pursuant to the requirements of the Tax Code. The Local Government Unit will not take any action or permit any action to be taken on its behalf or cause or permit any circumstance within its control to arise or continue, if such action or circumstance, or its expectation on the date of issue of the Note, would cause the interest paid by the County on the BCIB Note to be subject to federal income tax in the hands of the owner thereof.

Section 6. Award

After due consideration of sundry factors, including the professional advice of financial advisors and current market conditions, the Local Government Unit hereby: (1) determines that a private sale by negotiation of the Note is in the best financial interest of the Local Government Unit; and (2) authorizes the President or Vice-President of Borough Council and the Borough Secretary (or their appropriate successors acting by reason of absence or other incapacity), in their sole discretion, to award the sale of the Note to the Purchaser, by means of the execution, and delivery to the Purchaser, of the Purchase Proposal. The execution and delivery of the Purchase Proposal is hereby ratified and confirmed.

Section 7. Expeditious Settlement.

The Local Government Unit hereby authorizes and directs the Designated Officers, Note Counsel or Solicitor to undertake and perform all actions on behalf of the Local Government Unit necessary and proper to the expeditious settlement of the sale of the Note.

The Designated Officers are further authorized and directed to undertake and perform, or cause to be undertaken or performed, all the ordinary duties of the Local Government Unit (and the same are hereby specifically approved) which may be required under, or reasonably contemplated by, the Purchase Proposal, including without limitation, retention of professionals, and execution and delivery of any certificates, orders, security agreements, mortgages and other similar documents and agreements that may be necessary, in the opinion of the Purchaser, Note Counsel or Solicitor, for settlement of the sale of the Note.

Section 8. Note Ordinance a Contract

Upon the Local Government Unit's execution of a Purchase Proposal relating to the Note, this Ordinance, with the Note themselves, and the Loan Agreement relating thereto, as and when the same are executed and delivered, shall be deemed to be a contract with the holders (including purchasers of participation interests therein), from time to time, of said Note.

Section 9. Inter-municipal Contracts

The Designated Officers of the Local Government Unit are authorized to enter into contracts with the County to work collaboratively to finance and complete the Project.

DULY ENACTED on June 6, 2023.

BOROUGH OF HARMONY

President, Borough Council

Attest:

Borough Secretary

APPROVED AND EXAMINED by me this 10th day of June, 2023

Mayor

EXHIBIT P

DESCRIPTION OF PROJECT

"Project" means payment of the costs of: (A) capital improvements including, but not limited to, (i) repair and installation of stormwater sewers and curbing from First and Spring Streets to Connoquenessing Creek and (ii) repair and installation of stormwater sewers, swales and curbing starting in Harmony under I-79 along Nickle Road in Jackson Township; and (B) issuing the Note. The realistically estimated remaining useful life of the capital assets financed by the proceeds of the Note is, on a weighted average basis, in excess of fifteen (15) years.

EXHIBIT DS

MAXIMUM DEBT SERVICE PAYMENT SCHEDULE

BUTLER COUNTY INFRASTRUCTURE BANK
Series of 2023
Harmony Borough

Settle 7/6/2023
Dated 7/6/2023

1 Payment Due to BCIB	2 Bank Payment Date	3 Principal	4 Rate	5 Gross Semi-Annual Interest	6 Gross Semi-Annual Debt Service	7 Fiscal Year Debt Service	8 Less: BCIB Subsidy 1.50%	9 Net Fiscal Year Debt Service
11/1/2023	12/1/2023		4.220	8,651.59	8,651.59	8,651.59	(3,075.21)	5,576.39
5/1/2024	6/1/2024		4.220	10,739.90	10,739.90			
11/1/2024	12/1/2024	45,000	4.220	10,739.90	55,739.90	66,479.80	(7,835.00)	58,644.80
5/1/2025	6/1/2025		4.220	9,760.40	9,760.40			
11/1/2025	12/1/2025	46,000	4.220	9,760.40	55,760.40	65,520.80	(6,900.00)	58,620.80
5/1/2026	6/1/2026		4.220	8,919.90	8,919.90			
11/1/2026	12/1/2026	48,000	4.220	8,919.80	56,919.90	65,839.80	(6,270.00)	59,569.80
5/1/2027	6/1/2027		4.220	7,907.00	7,907.00			
11/1/2027	12/1/2027	49,000	4.220	7,907.00	56,907.00	64,814.00	(5,550.00)	59,264.00
5/1/2028	6/1/2028		4.220	6,773.10	6,773.10			
11/1/2028	12/1/2028	50,000	4.220	6,773.10	56,773.10	63,546.20	(4,815.00)	58,731.20
5/1/2029	6/1/2029		4.220	5,718.10	5,718.10			
11/1/2029	12/1/2029	51,000	4.220	5,718.10	56,718.10	62,436.20	(4,065.00)	58,371.20
5/1/2030	6/1/2030		4.220	4,642.00	4,642.00			
11/1/2030	12/1/2030	53,000	4.220	4,642.00	57,642.00	62,284.00	(3,300.00)	58,984.00
5/1/2031	6/1/2031		4.220	3,523.70	3,523.70			
11/1/2031	12/1/2031	54,000	4.220	3,523.70	57,523.70	61,047.40	(2,505.00)	58,542.40
5/1/2032	6/1/2032		4.220	2,384.30	2,384.30			
11/1/2032	12/1/2032	56,000	4.220	2,384.30	58,384.30	60,769.60	(1,695.00)	59,073.60
5/1/2033	6/1/2033		4.220	1,202.70	1,202.70			
11/1/2033	12/1/2033	57,000	4.220	1,202.70	58,202.70	59,405.40	(855.00)	58,550.40
	TOTALS	509,000		131,453.69	640,453.59	640,453.59	(46,725.21)	593,728.38

Net Rate for Borrower	2.72%

BCIB Subsidy	1.50%

EXHIBIT LA

FORM OF LOAN AGREEMENT
(INCLUDING FORM OF NOTE)

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Agreement"), dated this 6th day of July, 2023 by and between the BOROUGH OF HARMONY (County of Butler), with its administrative offices located at 217 Mercer Street, Harmony, PA 16037 (the "Local Government Unit"), and the COUNTY OF BUTLER (Commonwealth of Pennsylvania), with its administrative offices located at 124 W. Diamond Street, Butler, Pennsylvania 16003 (the "County" or, alternatively, the "Purchaser").

RECITALS:

The Local Government Unit is both a "Local Government Unit" and a "Borough", duly organized and operating under the Constitution and the laws of the Commonwealth of Pennsylvania (the "Commonwealth"), particularly the Local Government Unit Debt Act, as amended, 53 Pa.C.S. § 8001 *et seq.* (the "Debt Act"). The County is a Local Government Unit and a "County", duly organized and operating under the Constitution and the laws of the Commonwealth of Pennsylvania.

The Local Government Unit has determined to undertake a Project consisting, in relevant part, of payment of the costs of: (A) capital improvements including, but not limited to, (A) capital improvements including, but not limited to, repair and installation of new stormwater sewers, swales and curbing along Elizabeth Avenue, North Washington Street and Center Avenue to collect and direct runoff and development of an operations and maintenance plan to properly maintain a functioning stormwater system; and (B) issuing the Note (the "Project").

The Local Government Unit is authorized by law, among other things, to borrow money and to make and issue negotiable notes and bonds, and to make such agreements in connection therewith as the Local Government Unit shall deem advisable.

The County has authorized a loan financing program offering reduced interest rate loans to municipal entities in the County for qualified municipal infrastructure projects designated as the "Butler County Infrastructure Bank Program" (the "BCIB Program").

On April 26, 2023, the County approved the issuance of a tax-exempt general obligation note (the "BCIB Note") in an aggregate principal amount not to exceed $13,458,000.00 in order to fund the BCIB Program for 2023.

The Local Government Unit has determined to finance the Project and has requested the Purchaser to extend credit or to make a loan to the Local Government Unit through the BCIB Program in order to enable it to borrow the maximum sum of $509,000.00 (as evidenced by the Note, the "Loan"), and the Purchaser is willing to make the Loan to the Local Government Unit upon the terms and conditions hereinafter set forth and in its commitment letter dated _____, 2023 (the "Purchase Proposal") which was accepted by the Local Government Unit by its officers pursuant to the authority of an authorizing ordinance enacted June 6, 2023 (the "Ordinance").

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the parties hereto, each intending to be legally bound hereby, covenant and agree as follows:

Section 1. Definitions.

In this Agreement (except as otherwise expressly provided for or unless the context otherwise requires), the following terms have the meanings specified in the foregoing recitals:

Agreement	Local Government Unit
Commonwealth	Ordinance
County	Project
Debt Act	Purchase Proposal
Loan	Purchaser

In addition, the following terms shall have the following meanings, unless the context otherwise requires:

"Advances" means the advances made pursuant to the Note.

"Borrowings" means the Advances made or continued by the County on a single date.

"Credit Request" means, as set forth in the Note, the irrevocable requests for Borrowings given in writing by the Local Government Unit to the County, specifying (i) the date of the proposed Borrowing, which shall be a business day; and (ii) the amount of the proposed Borrowing.

"Dated Date" means July 6, 2023.

[**"Default Rate"** means a rate per annum equal to the Prime Rate plus one percent (1.00%) per annum, not to exceed the rate permitted by law, such Default Rate to change as of the dates of changes in the Prime Rate without notice to the Local Government Unit.]

"Designated Officers" mean any of the members of the Governing Body and the Borough Secretary, or their duly elected or appointed and acting successors.

"Event of Default" means an event specified in Section 11.

"Governing Body" means the Borough Council of the Local Government Unit.

"Loan Account" shall have the meaning assigned in Section 4 hereto.

"Note" means the Local Government Unit's $509,000.00 General Obligation Note, Series of 2023, dated the Dated Date, in the form of Exhibit A attached hereto.

[**"Prime Rate" means** the rate publically announced by Key Bank, National Association from time to time as its prime rate.]

All terms defined in this Agreement shall bear those same meanings when used in the Note, certificates, reports or other documents made or delivered pursuant to this Agreement, unless the context otherwise requires.

In this Agreement, unless otherwise indicated, (i) defined terms may be used in the singular or the plural and the use of any gender includes all genders, (ii) the words "hereof", "herein", "hereunder" and words of similar import refer to this entire Agreement, and (iii) all references to particular Sections are references to the Sections of this Agreement.

Section 2. Loan; Note; Interest.

Subject to the terms and conditions herein and in the Purchase Proposal, and relying upon the representations and warranties herein, the County agrees to lend and advance to the Local Government Unit, from time to time, the maximum principal amount of Five Hundred Nine Thousand Dollars and No Cents ($509,000.00). It is understood and agreed by and between the County and the Local Government Unit that the Loan evidenced by the Note shall, from the Dated Date to November 1, 2023, be construed as a draw-down non-revolving line of credit. The Local Government Unit may make draws on the Loan from the Dated Date through October 1, 2023, provided that (a) the aggregate outstanding principal amount borrowed hereunder shall not at any time exceed $509,000.00, (b) no Event of Default shall exist or be caused thereby, (c) all conditions to disbursement have been met, and (d) amounts advanced and repaid may not be re-borrowed. To evidence the Loan, the Local Government Unit shall issue and deliver the Note to the Purchaser.

The Note will be dated the Dated Date and will bear interest on the outstanding principal amount at a fixed rate of 2.72% per annum, based on an 30/360 day year formulation for the actual number of days. Such interest shall be payable [(i) from the Dated Date through November 1, 2023, interest only payable on November 1, 2023, and (ii) on May 1, 2024, interest only according to the debt service schedule provided to the Local Government Unit by the County, based upon draws made by the Local Government Unit, and (iii) on and after November 1, 2024, semi-annually during the term of the Note, on May 1 and November 1 of each year, beginning November 1, 2024, according to the amortization schedule provided to the Local Government Unit by the County, on October 15, 2024, based upon total aggregate draws made by the Local Government Unit. Principal of the Note shall be payable annually as detailed in the amortization schedule provided to the Local Government Unit by the County on October 15, 2024, as revised, if necessary, to fully amortize the outstanding principal balance over the term of the Note. In all events, any principal of the Note then outstanding shall be payable in full at Maturity, being November 1, 2033].

Notwithstanding anything herein to the contrary, upon a determination by the Purchaser that as a result of any action or failure to take action by the Local Government Unit, all or any portion of the interest on the BCIB Note shall be subject to federal income tax, the Note will bear interest at the Default Rate. In addition, the Local Government Unit will pay to the Purchaser on demand the difference between the amount of interest which the Purchaser would have received in interest at the Default Rate if the indebtedness evidenced by the Note had borne interest at the Default Rate during the entire period that interest on the BCIB Note is so declared, determined or required to be taxable (as a result of any action or failure to take action by the Local Government Unit) or to cause a loss of deduction, together with such penalties and interest, if any, due and payable because of non-payment of federal income taxation less interest paid at the tax-exempt rate notwithstanding that the indebtedness evidenced by the Note may have been paid in full prior to such declaration or determination. In the event of any such declaration or determination, the Purchaser, if it is the registered owner, will promptly give written notice of the same to the Local Government Unit.

Notwithstanding anything herein to the contrary, upon an Event of Default, at the option of the Purchaser, the Note shall bear interest at the Default Rate.

If the Local Government Unit fails to make any payment of principal, interest or other amount coming due pursuant to the provisions of the Note within ten (10) calendar days of the date due and

payable, the Local Government Unit also shall pay to the registered owner thereof a late charge equal to the greater of five percent (5.00%) of the amount of such payment or $25.00 (the "Late Charge"). Such ten-day period shall not be construed in any way to extend the due date of any such payment. Both the Late Charge and the Default Rate are imposed as liquidated damages for the purposes of defraying the Purchaser's expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Purchaser's exercise of any rights and remedies thereunder, or under applicable law, and any fees and expenses of any agents or attorneys which the Purchaser may employ. In addition, the Default Rate reflects the increased credit risk to the Purchaser of carrying a loan that is in default. The Local Government Unit agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Purchaser, and that the actual harm incurred by the Purchaser cannot be estimated with certainty and without difficulty.

The obligations of the Local Government Unit under this Section 2 shall survive the termination of this Agreement.

Section 3. Prepayment.

The Local Government Unit has retained the right to prepay all of the outstanding principal of the Note in advance of its maturity, upon thirty (30) days' prior written notice to the County. Such prepayment of the Note shall not be subject to any prepayment or redemption penalty or premium, but shall be at 100% of the principal amount prepaid. The Note may not be prepaid in part prior to its stated maturity.

Section 4. Advances; Interest Payment.

Subject to the terms and conditions set forth in the Note, the County agrees to make, from time to time on and after the Dated Date of the Note and up to October 1, 2024, Advances to the Local Government Unit, in an aggregate principal amount not to exceed Five Hundred Nine Thousand Dollars and No Cents ($509,000.00). The Advances shall be comprised of one or more Borrowings as the Local Government Unit may elect form time to time by delivery to the County of a Credit Request, executed by the Designated Officers and attested by the Borough Secretary, in the form of Exhibit B attached hereto and accompanied by invoices or other proper evidence of money owed satisfactory to the County; provided, however, that Credit Requests (and accompanying documentation) may be sent to the County no more than once per month and shall be sent no later than the 5th day of each month.

Advances shall be evidenced by the Note. When the Local Government Unit obtains an Advance, the County shall make an appropriate entry in the Loan Account maintained in the County's books and records. The Loan Account shall evidence: (i) accrued interest on the Advances; (ii) all other amounts due to the County under the Note; and (iii) all payments received by the County for application to the Advances. Each entry in the Loan Account shall be, absent manifest error, prima facie evidence of the data entered. Such entries shall not be a condition to the Local Government Unit's obligation to pay.

Credit Requests shall be given by the Local Government Unit to the County as set forth in this Section 4 and in the Note.

The Local Government Unit shall pay interest on the unpaid principal amount of each Advance from the date such Advance is made until the principal amount thereof shall have been paid in full. All interest shall be calculated as described in Section 2 hereof.

The County shall open and maintain on its books a loan account for the Loan (the "Loan Account"), in the Local Government Unit's name with respect to disbursements made, payments and prepayments, the computation and payment of interest and other amounts due and sums paid to the County hereunder with respect to such loan. Such loan account shall be conclusive and binding on the Local

Government Unit as to the amount at any time due to the County from the Local Government Unit except in the case of manifest error in computation.

Section 5. Note Registration.

Pursuant to the Ordinance, NexTier Bank shall serve as the Paying Agent and Registrar for the Note (the "Registrar") and shall keep books for the registration of the Note. The principal of and interest on the Note shall be payable only to the registered owner or his attorney or legal representative.

The transfer of the Note may be registered only upon the books kept for the registration and transfer of the Note upon surrender thereof to the Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative and shall be in such form as shall be satisfactory to the Registrar.

The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on said Note shall be made only to the registered owner thereof or his registered assigns. All such payments shall be valid and effectual to satisfy and discharge the liability upon said Note, including the interest thereof, to the extent of the sum or sums so paid.

Section 6. Security.

The Note shall be a valid and binding general obligation of the Local Government Unit. The Local Government Unit hereby covenants with County (and the owners from time to time of the Note) to: (a) include the amount necessary to service the debt on the Note, for each fiscal year in which such sums are payable, in its budget for that year; (b) appropriate such amounts from its general revenues to the payment of such debt service; and (c) duly and punctually pay, or cause to be paid, from its Sinking Fund or from any other of its revenues or funds, the principal of and the interest on the Note at the dates and place and in the manner stated in the Note, according to the true intent and meaning thereof.

For such budgeting, appropriation and payment of the Note, the Local Government Unit hereby irrevocably pledges its full faith, credit and all taxing power. The amounts of debt service covenanted to be paid are set forth in the Debt Service Schedule attached to the Note and incorporated by reference.

As provided in the Debt Act, the foregoing covenants are specifically enforceable, and are intended to represent a complete, absolute and unconditional obligation to pay the interest on and principal of the Note as and when due.

Notwithstanding the foregoing, nothing contained herein shall prohibit or restrain the authorization, issuance, sale or delivery of additional bonds or notes of the Local Government Unit, including but not limited to tax and revenue anticipation notes, on parity with the Note.

This Agreement, the Note, the Ordinance and all other agreements and documents executed and/or delivered pursuant hereto, as each may be amended, modified, extended or renewed from time to time, are collectively referred to as the "Loan Documents." Capitalized terms not defined herein shall have the meanings ascribed to them in the Loan Documents.

The obligations of the Local Government Unit hereunder shall not be affected by any bankruptcy, arrangement of creditors, reorganization or similar proceedings of the Local Government Unit; and, to the extent applicable, the Local Government Unit specifically waives any right or benefit which could accrue to it by reason of any such proceeding and agrees that the same shall not affect the liability of the Local Government Unit hereunder.

Section 7. Representations and Warranties.

The Local Government Unit represents and warrants to the Purchaser that:

(a) The Local Government Unit is a borough of the Commonwealth, constituting a Local Government Unit, as defined in the Debt Act. The Local Government Unit possesses all requisite power and authority under laws of the Commonwealth to enter into and to perform all the covenants and agreements set forth in this Agreement, to issue the Note and to undertake the Project. The Local Government Unit is duly authorized to execute and deliver the Loan Documents, all necessary action to authorize the execution and delivery of the Loan Documents has been properly taken, and the Local Government Unit is duly authorized to borrow under this Agreement and to perform all of the other terms and provisions of the Loan Documents.

(b) The Local Government Unit has full power and authority to enter into the transactions provided for in this Agreement and has been duly authorized to do so by appropriate action of the Governing Body or otherwise as may be required by law, charter, other organizational documents or agreement, and this Agreement and the Note, when executed and delivered by the Local Government Unit, will constitute the legal, valid and binding obligations of the Local Government Unit enforceable in accordance with their terms.

(c) There is no litigation pending in any court against the Local Government Unit, nor to the knowledge of the Local Government Unit is there any threatened, in any court or other tribunal of competent jurisdiction, State or Federal, against the Local Government Unit, in any way: (a) affecting the existence of the Local Government Unit or the titles of its officers to their respective offices; (b) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Note or the collection of taxes and general revenues of the Local Government Unit pledged to pay the Note; (c) contesting the power or authority of the Local Government Unit to issue, sell and deliver the Note, to adopt the Ordinance, to execute and deliver this Agreement and any other Loan Documents, or to perform any official act in connection with any of the foregoing instruments; or (d) questioning or affecting the validity of the Note, the Ordinance, this Agreement, or any other Loan Documents, or the proceedings of the Local Government Unit relating to the issuance, sale or delivery of the Note.

Neither this Agreement, the Note, the Loan Documents, nor any certificate or other document furnished to the Purchaser in connection herewith contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary in order to make the statements contained in this Agreement or the Note not misleading. There is no fact known to the Local Government Unit which materially adversely affects or, so far as the Local Government Unit can now foresee, might materially adversely affect, the business, assets, operations, financial condition or results of operation of the Local Government Unit and which has not otherwise been fully set forth in this Agreement.

The Local Government Unit is in compliance with all terms and conditions set forth herein, and no Event of Default and no conditions, lapse of time, or both, which would constitute an Event of Default, has occurred and is continuing or exists.

There is no agreement or law binding on the Local Government Unit which would conflict with or in any way prevent the execution, delivery or performance of any Loan Document or which would be in default or violated as a result of such execution, delivery or performance.

The financial statements of the Local Government Unit heretofore furnished to the County present fairly the financial condition at the respective dates indicated therein and there has been no material adverse change in the business, assets, operations, financial condition or results of operation of the Local Government Unit from that reflected in such financial statements.

It is hereby certified and recited that all conditions, acts and things required by law to exist, to have been performed and to have happened precedent to and in connection with the execution, issuance and delivery of this Loan Agreement and the Note do exist, have been performed and have happened and that the Note is within every debt and other limitation prescribed by law.

Section 8. Conditions of Lending.

The obligation of the Purchaser to make the Loan is subject to the accuracy of all representations and warranties herein contained, to the performance by the Local Government Unit of its agreements to be performed hereunder, and to the satisfaction of the following further conditions:

(a) The Local Government Unit shall be in compliance with all terms and conditions set forth herein, and no Event of Default and no conditions, lapse of time, or both, which would constitute an Event of Default, shall have occurred and be continuing or shall exist;

(b) Concurrently with the execution and delivery of this Agreement and the Note, the Local Government Unit shall have also furnished to the Purchaser (i) certified copies of the Ordinance and the approval of the Department of Community and Economic Development for the issuance of said Note, (ii) the executed Note, (iii) evidence of the authority of each person who has signed this Agreement, the Note and certificates on behalf of the Local Government Unit, and (iv) a certification from the Local Government Unit as to its compliance with the debt limitations under the Debt Act, and as to all matters incident to the transaction herein contemplated which the Purchaser may reasonably request; and

(c) All legal details and proceedings in connection with the transactions contemplated by this Agreement shall be in form and substance satisfactory to the Purchaser, and the Purchaser shall have received all such counterparts, originals or certified or other copies of such documents or proceedings in connection with such transactions, in form and substance as to certification and otherwise, satisfactory to the Purchaser, as the Purchaser may reasonably request.

Section 9. Receipt of Loan Proceeds.

On the day of settlement of the issuance and delivery of the Note and on each date an Advance is made, the Local Government Unit shall receive the proceeds of the same from the County and apply such proceeds diligently to the purposes of the Project.

Section 10. Covenants of the Local Government Unit.

The Local Government Unit covenants that, from the date of execution of this Agreement until the Loan has been fully paid, it will:

(a) at all times comply with the laws of the Commonwealth of Pennsylvania applicable to the Local Government Unit;

(b) promptly notify the Purchaser of any condition or event which constitutes an Event of Default or which, with the lapse of time or giving of notice would become such an Event of Default, and,

if such a condition or event has been so disclosed, specifying the nature and extent thereof and the corrective measures which the Local Government Unit proposes to take in relation thereto;

(c) execute or provide, as requested by the Purchaser, such other documents and information as are reasonably necessary with respect to the transactions contemplated by this Agreement;

(d) furnish to the Purchaser, upon request, (1) the Local Government Unit's audited financial statements, and auditor's management letters, if any, and (2) the annual budget of the Local Government Unit, each when available;

(e) maintain books and records in accordance with Generally Accepted Accounting Principles and permit any officers or qualified employees or representatives of the Purchaser designated by it to visit and inspect the Local Government Unit's books and discuss the affairs, finances and accounts of the Local Government Unit, all at such times and as often as the Purchaser may reasonably request;

(f) (i) take such actions as shall be necessary or desirable, from time to time and within its reasonable control, as shall be necessary to maintain the exclusion of interest paid on the BCIB Note from the gross income of the owner for federal income tax purposes, pursuant to the requirements of the Tax Code; (ii) refrain from taking any action or permitting any action to be taken on its behalf or causing or permitting any circumstance within its control to arise or continue, if such action or circumstance, or its expectation on the date of issue of the Note, which would cause the interest paid by the County on the BCIB Note to be subject to federal income tax in the hands of the owner thereof; (iii) expend at least 85% of the net sale proceeds of the Note (plus investment proceeds thereon, if any) for the costs of the Project by July 1, 2026 (iv) within six months of the date hereof, incur substantial binding obligations (such as third-party contracts) to expend at least 5% of the net sale proceeds of the Note on the Project; and (v) proceed with due diligence to completion of the Project; and

(g) pay all costs, expenses (including reasonable attorneys' fees), and disbursements incurred by Purchaser (1) in all efforts made to enforce or collect payment of the Note or amount due hereunder, (2) in connection with entering into, modifying or amending this Agreement, or any consents or waivers hereunder and all related documents, and (3) in defending or prosecuting any actions or proceedings arising out of or relating to Purchaser's transactions with the Local Government Unit. The obligations of the Local Government Unit under this subsection (g) shall survive the termination of this Agreement.

Section 11. Events of Default.

The occurrence of any of the following events shall each be deemed an Event of Default:

(a) Default in the payment of principal of or interest on the Note or any other default under the terms of the Note; or

(b) Default in the performance of any covenant or agreement set forth in this Agreement or in the Note or the occurrence of a default under any other agreement between the Local Government Unit and the Purchaser; or

(c) Any representation or warranty made by the Local Government Unit is untrue or incomplete in any material respect or any schedule, statement, report, warranty, representation, notice or writing furnished by the Local Government Unit pursuant to this Agreement is untrue or incomplete in any material respect on the date as of which the facts set forth are stated or certified; or

(d) Any certificate or financial statement furnished pursuant to the Loan Documents or the Debt Act shall prove to have been false or misleading in any material respect as of the time made or furnished; or

(e) If the Local Government Unit shall commence a voluntary case under any applicable bankruptcy, insolvency or similar law, or shall consent to the appointment of or the taking of possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of or for any substantial part of the Local Government Unit's property, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action in furtherance of the foregoing; or

(f) If, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Local Government Unit or of any part of its property and such custody or control shall not be terminated or stayed within 90 days from the date of assumption of such custody or control; or

(g) An order for relief shall be entered pursuant to an Act of Congress or any law of the Commonwealth of Pennsylvania relating to bankruptcy with respect to an involuntary petition seeking reorganization of, or an order shall be entered appointing any receiver or trustee for, the Local Government Unit or a substantial part of its property, or a writ or warrant of attachment or any similar process shall be issued against a substantial part of the property of the Local Government Unit, or an order shall be entered at either the state court level enjoining or preventing the Local Government Unit from conducting all or any part of its business as it is usually conducted, or garnishment proceedings shall be instituted by attachment, levy or otherwise, against any deposit balance maintained, or any property deposited, with the Purchaser by the Local Government Unit; or

(h) Default in any payment of principal of or interest on any obligation for borrowed money beyond any period of grace with respect thereto or default in the observance of any material covenant, term or condition with respect to such obligation beyond any period of grace if the effect of such default is to cause, or to permit the holder or holders of such obligation or obligations (or a trustee or agent on behalf of such holder or holders) to cause, all or part of such obligation or obligations to become due before its or their otherwise stated maturity.

Upon the occurrence of an Event of Default, at the County's option, the Note will bear interest at the Default Rate from the date of the occurrence of the Event of Default, and, further, the County may exercise from time to time any other rights and remedies available under the Loan Documents, the Debt Act and/or any other laws.

Section 12. Miscellaneous.

(a) No delay or failure of the Purchaser in exercising any right, power or privilege hereunder or under law shall affect the right, power or privilege, nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any further exercise thereof. Any waiver, permit, consent or approval of any kind or character on the part of the Purchaser or any breach or default under this Agreement or any waiver of any provision or condition of this Agreement must be in writing and shall be effective only to the extent in such writing specifically set forth. Nothing in this Agreement shall be deemed any waiver or prohibition of Purchaser's right of banker's lien or setoff.

(b) All representations, warranties, covenants and agreements of the Local Government Unit contained herein or made in writing in connection herewith shall survive execution and delivery of this Agreement, the making of the Loan and issuance of the Note to the Purchaser, except as herein otherwise expressly provided.

(c) Any notices required or permitted to be given pursuant hereto, or in connection herewith, shall be deemed to have been fully given when addressed and mailed, postage prepaid, as follows:

If to the Purchaser:
County of Butler
124 W. Diamond Street
Oakland, PA 16003

If to the Local Government Unit:
Borough of Harmony
217 Mercer Street
Harmony, PA 16037
Attention: Borough Secretary

(d) This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, each of which shall be regarded for all purposes as an original, but such counterparts shall constitute but one and the same instrument.

(e) This Agreement constitutes the entire contract between the Purchaser and the Local Government Unit and supersedes all prior communications, oral and written, as well as all contemporaneous oral communications between the parties.

(f) If any part or provision of this Agreement is found or declared to be invalid or in contravention of any governing law or regulation, such part or provision shall be severable without affecting the validity of any other part or provision of this Agreement.

(g) This Agreement shall be binding upon and inure to the benefit of the Purchaser, the Local Government Unit and their respective successors and assigns, except the Local Government Unit may not voluntarily transfer or assign its rights hereunder.

(h) This Agreement shall be deemed to be a contract made under the laws of the Commonwealth of Pennsylvania, and shall be governed by and construed in accordance with the laws thereof.

EACH PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND THE OTHER RELATED DOCUMENTS. IT IS HEREBY ACKNOWLEDGED THAT THE WAIVER OF A JURY TRIAL IS A MATERIAL INDUCEMENT FOR THE PURCHASER TO ENTER INTO THIS AGREEMENT AND THAT THE EXECUTION AND DELIVERY OF THIS AGREEMENT BY THE LOCAL GOVERNMENT UNIT, ON BEHALF OF THE LOCAL GOVERNMENT UNIT, AND THE PURCHASER IS MADE IN RELIANCE UPON SUCH WAIVER. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT SUCH WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE FOLLOWING CONSULTATION WITH ITS RESPECTIVE LEGAL COUNSEL.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Agreement as of the day and year first above written.

COUNTY OF BUTLER

[SEAL]

By:_____
Name: Leslie A. Osche
Title: Chairperson, Board of Commissioners

Attest:

By:_____
Name: Lori Altman
Title: Human Resources Director/Chief Clerk

By:_____
Name: Kimberly D. Geyer
Title: Commissioner

By:_____
Name: Kevin E. Boozel, M.S.
Title: Commissioner

BOROUGH OF HARMONY

_____
President, Borough Council

Attest:

_____
Borough Secretary

EXHIBIT A

FORM OF NOTE

[Form of Note]

BOROUGH OF HARMONY
GENERAL OBLIGATION NOTE, SERIES OF 2023

Principal Amount	Interest Rate	Dated Date	Maturity Date
$509,000.00	2.72%	July 6, 2023	November 1, 2033

The above named Local Government Unit, intending to be legally bound, promises to pay to the order of the Registered Owner at its address shown on the attached registration form (or at such other location as the Registered Owner may designate from time to time) in such coin or currency as at the time and place of payment is legal tender for the payment of public and private debts, without any right of set-off, the just principal sum of FIVE HUNDRED NINE THOUSAND DOLLARS ($509,000.00) or such lesser particular sum as shall represent the outstanding and unpaid balance of such maximum principal sum advanced to the Local Government Unit, from time to time, by the County of Butler (the "County"), the initial Registered Owner, on a draw-down non-revolving line of credit basis during the first eleven months this Note is outstanding.

The Local Government Unit may make draws on the loan, as provided in the Loan Agreement, provided that (a) the aggregate outstanding principal amount borrowed hereunder shall not at any time exceed $509,000.00, (b) no Event of Default shall exist or be caused thereby, (c) all conditions to disbursement have been met, and (d) amounts advanced and repaid may not be re-borrowed. Interest shall accrue on the principal sum hereof which, from time to time, shall be outstanding and shall remain unpaid, from the date hereof, until such principal sum hereof fully shall have been repaid, at the Interest Rate. The Note will be dated the Dated Date and will bear interest on the outstanding principal amount at a fixed rate of 2.72% per annum, based on an 30/360 day year formulation for the actual number of days. Such interest shall be payable [(i) from the Dated Date through November 1, 2023, interest only payable on November 1, 2023, and (ii) on May 1, 2024, interest only according to the debt service schedule provided to the Local Government Unit by the County, based upon draws made by the Local Government Unit, and (iii) on and after November 1, 2024, semi-annually during the term of the Note, on May 1 and November 1 of each year, beginning November 1, 2024, according to the amortization schedule provided to the Local Government Unit by the County, on October 15, 2024, based upon total aggregate draws made by the Local Government Unit. Principal of the Note shall be payable annually as detailed in the amortization schedule provided to the Local Government Unit by the County on October 15, 2024, as revised, if necessary, to fully amortize the outstanding principal balance over the term of the Note. In all events, any principal of the Note then outstanding shall be payable in full at Maturity, being November 1, 2033]. It is understood that the County will provide invoices to the Local Government Unit requesting the interest due on amounts advanced hereunder for payment on November 1, 2023, May 1, 2024 and November 1, 2024, and further that the County will provide an amortization schedule for payments of principal and interest on October 15, 2024 for the payments of principal and interest (through maturity) on the advances made through October 1, 2024. (Certain terms used and not defined herein are defined

in the Loan Agreement (herein defined), which Loan Agreement contains additional provisions and details regarding the terms of payment of this Note.)

If the Local Government Unit fails to make any payment of principal, interest or other amount coming due pursuant to the provisions of this Note within ten (10) calendar days of the date due and payable, the Local Government Unit also shall pay to the registered owner thereof a late charge equal to the greater of five percent (5.00%) of the amount of such payment or $25.00 (the "Late Charge"). Such ten-day period shall not be construed in any way to extend the due date of any such payment.

Upon an Event of Default (as defined in the Loan Agreement), and certain other events described in the Loan Agreement, at the option of the Registered Owner, the Note shall bear interest at the Default Rate (as defined in the Loan Agreement).

The Local Government Unit has retained the right to prepay all of the outstanding principal of the Note in advance of its maturity, upon thirty (30) days' prior written notice to the County. Such prepayment of the Note shall not be subject to any prepayment or redemption penalty or premium. The Note may not be prepaid in part.

The Local Government Unit hereby covenants with the Registered Owner of this Note that it will include the amount of the debt service payable hereunder in its budget for the applicable fiscal year, will appropriate such amounts to the payment of such debt service and will duly and punctually pay or cause to be paid the entire principal hereof and the interest hereon in the place, on the dates and in the manner stated above, according to the true meaning and intent hereof; for such budgeting, appropriation and payment, the Local Government Unit hereby pledges its full faith, credit and all taxing power, as defined in, and subject to the further terms and provisions of, the Loan Agreement and the Debt Ordinance (herein defined), which authorized the same. The Local Government Unit further covenants and agrees to undertake, perform and pursue all acts, applications, appeals, procedures and petitions, including the filing and pursuit of legal actions and remedies within appropriate administrative and judicial forums, necessary to permit and enable the Local Government Unit to levy and collect taxes and other revenues adequate to fulfill the foregoing covenant, as the same may be required under the laws of the Commonwealth.

No recourse shall be had for the payment of the principal of or the interest on this Note, or for any claim based hereon, against any officer, agent or employee, past, present or future, of the Local Government Unit, as such, either directly or through the Local Government Unit, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise; all such liability of such officers, agents or employees for the payment of the principal of or the interest on this Note is hereby renounced, waived and released as a condition of and as consideration for the issuance, execution and acceptance of this Note; and this Note is acknowledged to be a corporate obligation of the Local Government Unit.

This Note evidences a borrowing for a Project under the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as amended, pursuant to an ordinance of the Local Government Unit duly and regularly enacted on June 6, 2023, in accordance with the provisions of the Debt Act (the "Debt Ordinance"), and is delivered under and pursuant to all the terms and conditions of a Loan Agreement of even date herewith between the Local Government Unit and the Original Registered Owner (the "Loan Agreement"), the terms of which are incorporated herein by reference. It is hereby certified and recited that all conditions, acts and things required by law to exist, to have been performed and to have happened precedent to and in connection with the issuance of this Note do exist, have been performed and have happened and that this Note is within every debt and other limitation prescribed by law.

No delay or omission of the Registered Owner to exercise any right or power arising hereunder shall impair any such right or power or be considered to be a waiver of any such right or power or any acquiescence therein nor shall the action or non-action of the Registered Owner impair any right or power resulting therefrom. If any provision of this Note is found to be invalid by a court, all the other provisions of this Note will remain in full force and effect.

This Note has been delivered to and accepted by the Registered Owner and will be deemed to be made in the Commonwealth of Pennsylvania. This Note will be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of laws rules.

It is hereby certified that all acts, conditions and things required to be done, to occur or be performed precedent to and in the issuance of this Note, or in the creation of the indebtedness of which this Note is evidence, have been done, have occurred and have been performed in regular and due form and manner as required by law, and that the debt evidenced by this Note is not in excess of any constitutional or statutory limitation.

Any provisions of this Note which are held to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

THE LOCAL GOVERNMENT UNIT WAIVES ITS RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON OR ARISING OUT OF THIS NOTE AND THE OTHER RELATED DOCUMENTS. IT IS HEREBY ACKNOWLEDGED THAT THE WAIVER OF A JURY TRIAL WAS A MATERIAL INDUCEMENT FOR THE REGISTERED OWNER TO PURCHASE THIS NOTE AND THAT THE REGISTERED OWNER PURCHASED THIS NOTE IN RELIANCE UPON SUCH WAIVER. THE LOCAL GOVERNMENT UNIT WARRANTS AND REPRESENTS THAT SUCH WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE FOLLOWING CONSULTATION WITH ITS RESPECTIVE LEGAL COUNSEL.

THE LOCAL GOVERNMENT UNIT HEREBY AUTHORIZES AND EMPOWERS ANY PROTHONOTARY OR ATTORNEY AT LAW AT ANY TIME OR TIMES TO APPEAR FOR THE LOCAL GOVERNMENT UNIT AND WITH OR WITHOUT ONE OR MORE COMPLAINTS FILED, CONFESS JUDGMENT OR JUDGMENTS AGAINST THE LOCAL GOVERNMENT UNIT, IN ANY STATE OR FEDERAL COURT OF RECORD IN THE UNITED STATES OF AMERICA AT ANY TIME AFTER ALL OR ANY PART OF THE OBLIGATIONS AND INDEBTEDNESS EVIDENCED BY THIS NOTE SHALL HAVE BECOME DUE, WHETHER BY LAPSE OF TIME, ACCELERATION, OR OTHERWISE, IN FAVOR OF THE REGISTERED OWNER AND ITS SUCCESSORS AND ASSIGNS, FOR THE FULL AMOUNT THEN APPEARING DUE, TOGETHER WITH INTEREST, COSTS OF SUIT, AND REASONABLE ATTORNEYS' FEES, BUT IN NO EVENT LESS THAN $500.00, FOR COLLECTION OF SUCH SUMS, AND THEREUPON TO THE EXTENT PERMITTED BY LAW TO RELEASE ALL ERRORS AND WAIVE ALL RIGHTS TO APPEAL AND ANY STAY OF EXECUTION AND STAY, CONTINUANCE OR ADJOURNMENT OF SALE OF EXECUTION. THE FOREGOING WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST THE LOCAL GOVERNMENT UNIT SHALL SURVIVE ANY JUDGMENT, IT BEING UNDERSTOOD THAT SHOULD ANY JUDGMENT AGAINST THE LOCAL GOVERNMENT UNIT BE VACATED FOR ANY REASON, THE REGISTERED OWNER MAY NEVERTHELESS UTILIZE THE FOREGOING WARRANT OF ATTORNEY TO CONFESS

JUDGMENT IN RESPECT OF THIS NOTE, THEREAFTER OBTAINING ONE OR MORE ADDITIONAL JUDGMENTS AGAINST THE LOCAL GOVERNMENT UNIT.

WITNESS the due execution hereof as of the Dated Date set forth above.

BOROUGH OF HARMONY

_____

President, Borough Council

Attest:

_____

Borough Secretary

DEBT SERVICE SCHEDULE

[To be provided by the County on October 15, 2024]

BUTLER COUNTY INFRASTRUCTURE BANK
Series of 2023
Harmony Borough

Settle Dated 7/6/2023
7/6/2023

1 Payment Due to BCIB	2 Bank Payment Date	3 Principal	4 Rate	5 Gross Semi-Annual Interest	6 Gross Semi-Annual Debt Service	7 Fiscal Year Debt Service	8 Less: BCIB Subsidy *1.50%*	9 Net Fiscal Year Debt Service
11/1/2023	12/1/2023		4.220	8,651.59	8,651.59	8,651.59	(3,075.21)	5,576.38
5/1/2024	6/1/2024		4.220	10,739.90	10,739.90			
11/1/2024	12/1/2024	45,000	4.220	10,739.90	55,739.90	66,479.80	(7,635.00)	58,844.80
5/1/2025	6/1/2025		4.220	9,790.40	9,790.40			
11/1/2025	12/1/2025	46,000	4.220	9,790.40	55,790.40	65,580.80	(6,960.00)	58,620.80
5/1/2026	6/1/2026		4.220	8,819.80	8,819.80			
11/1/2026	12/1/2026	48,000	4.220	8,819.80	56,819.80	65,639.60	(6,270.00)	59,369.60
5/1/2027	6/1/2027		4.220	7,807.00	7,807.00			
11/1/2027	12/1/2027	49,000	4.220	7,807.00	56,807.00	64,614.00	(5,550.00)	59,064.00
5/1/2028	6/1/2028		4.220	6,773.10	6,773.10			
11/1/2028	12/1/2028	50,000	4.220	6,773.10	56,773.10	63,546.20	(4,815.00)	58,731.20
5/1/2029	6/1/2029		4.220	5,718.10	5,718.10			
11/1/2029	12/1/2029	51,000	4.220	5,718.10	56,718.10	62,436.20	(4,065.00)	58,371.20
5/1/2030	6/1/2030		4.220	4,642.00	4,642.00			
11/1/2030	12/1/2030	53,000	4.220	4,642.00	57,642.00	62,284.00	(3,300.00)	58,984.00
5/1/2031	6/1/2031		4.220	3,523.70	3,523.70			
11/1/2031	12/1/2031	54,000	4.220	3,523.70	57,523.70	61,047.40	(2,505.00)	58,542.40
5/1/2032	6/1/2032		4.220	2,384.30	2,384.30			
11/1/2032	12/1/2032	56,000	4.220	2,384.30	58,384.30	60,768.60	(1,695.00)	59,073.60
5/1/2033	6/1/2033		4.220	1,202.70	1,202.70			
11/1/2033	12/1/2033	57,000	4.220	1,202.70	58,202.70	59,405.40	(855.00)	58,550.40
	TOTALS	509,000		131,453.59	640,453.59	640,453.59	(46,725.21)	593,728.38

Net Rate for Borrower	2.72%

BCIB Subsidy	1.50%

REGISTRATION FORM

This Note can be validly negotiated only upon proper execution of the form set forth below. The Local Government Unit shall treat the Registered Owner of this Note, as noted on this Note and on its books, as the absolute owner hereof, and shall not be affected by any changed circumstances, or by any notice to the contrary.

Original Registered Owner

COUNTY OF BUTLER

Date	Transferor	Subsequent Purchaser
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

For value received, the last-named Transferor, by its due execution above, hereby, on the above-stated date, sells, transfers and negotiates this Note to the last-named Subsequent Purchaser, warranting that this transfer is effective and rightful; that this Note is genuine and has not been materially altered; and that it has no knowledge of any fact which might impair the validity of this Note.

EXHIBIT B

CREDIT REQUEST TO ADVANCE NOTE PROCEEDS

TO: COUNTY OF BUTLER **DATE:** _____
Attn: Mark Gordon

We, the duly authorized undersigned officers of Borough of Harmony (the "Borrower"), on behalf of the same, hereby request the County of Butler to advance and disburse under the General Obligation Note, Series of 2023, dated July 6, 2023, the following amount(s) of proceeds of the Note to the named payees (as substantiated by invoices or other evidence of moneys owed attached hereto) and/or to the indicated accounts of the Borrower:

ADVANCE TO:	**AMOUNT:**
☐ Credit to Account Number _____ In the names of: _____ _____ The Sum of.....	_____
☐ Check # _____ Payable to: _____ _____ The Sum of.....	$ _____
☐ Other Disbursement Instructions: _____ _____ _____	
For a Total of.....	_____

As such authorized officers on behalf of Borough of Harmony, I hereby certify, as of the date set forth above, (i) that the stated Total Amount of Advance on this Request does not exceed the amount available under the Note, as described in Section 4 of the Loan Agreement dated July 6, 2023 by and between the County of Butler and the Borrower, (ii) that the Borrower is in full compliance with all conditions and requirements of the Loan Agreement precedent to this Credit Request, (iii) the invoices or other evidence of moneys owed attached hereto are, to the best of our knowledge, true and correct and (iv) that this Credit Request is properly made and submitted.

BOROUGH OF HARMONY

_____
Title:

Attest:

_____
Borough Secretary

EXHIBIT PC
PURCHASE PROPOSAL

County of Butler

Board of Commissioners

124 West Diamond Street, PO Box 1208, Butler, PA 16003-1208
Phone 724-284-5100 Fax 724-284-5400 TDD 724-.284.5473

Commissioners

Leslie A. Osche, ***Chairman***

Kimberly D. Geyer, ***Vice Chairman***

Kevin E. Boozel, M.S., ***Secretary***

Director of Human Resources/Chief Clerk
Lori Altman

Budget & Human Services Finance Director
Ann M. Brown

May 1, 2023

Borough of Harmony
217 Mercer Street
Harmony, PA 16037

Re: $509,000.00 (Not-to-Exceed), General Obligation Note, Series of 2023

Honorable Members of the Borough Council:

By this correspondence, the County of Butler (the "County"), through the facilities of the Butler County Infrastructure Bank Program, does wish to state and confirm its offer to purchase from the Borough of Harmony (the "Borough"), at a price of par, and at a settlement expected to occur on or about July 6, 2023, the Borough's above-referenced Note (the "Note"), bearing interest at the maximum rate of 2.72% and maturing in the aggregate maximum amounts shown on **Schedule I** attached hereto.

The Note will be issued under and pursuant to a Loan Agreement between the County and the Borough and the Debt Ordinance duly enacted by the Borough in order to finance a project consisting of (a) repair and installation of stormwater sewers and curbing from First and Spring Streets to Connoquenessing Creek and repair and installation of stormwater sewers, swales and curbing under I-79 and (b) paying the costs of issuing the Note.

This offer to purchase is without recourse to the County, but is instead subject and limited to the amount of proceeds available from the anticipated sale of the County's General Obligation Note, Series of 2023 (the "BCIB Note") and to full and final approval of the County's issuance of the BCIB Note by the Department of Community and Economic Development ("DCED") pursuant to the Local Government Unit Debt Act, 53 Pa.C.S.A. §8001 et seq. (the "Debt Act"). This Note Purchase Proposal has been made and entered into by the parties with the intent and purpose to comply with the terms and provisions of the Debt Act, and its terms and provisions shall be read and interpreted in light of, and in a manner consistent with, the Debt Act and administrative and judicial rulings and determinations thereunder.

Very truly yours,

COUNTY OF BUTLER

By: _____
Leslie A. Osche
Chairperson, Board of County Commissioners

CERTIFICATE

I, the undersigned, a Designated Officer of the named Local Government Unit, hereby certify that the foregoing and attached is a true copy of an Ordinance which was duly adopted by the affirmative vote of the majority of all the members of the Governing Body thereof at a meeting held on the date of the execution thereof; that due notice of such meeting was given and the meeting was at all times open to the public; that such Ordinance was duly recorded; that this Ordinance is still in full force and effect as of the date hereof; that the vote upon said Ordinance was called and duly recorded upon the minutes of the Governing Body; and that the members of the Governing Body voted in the manner following:

	Yes	No	Abstain	Absent
Greg Such	X			
Don Sims	X			
Joe Dippold	X			
Frank Luek	X			
Phyllis Metz	X			
Jason Sarver	X			
David Szakelyhidi	X			

WITNESS my hand and seal of the Local Government Unit this 6th day of June, 2023.

BOROUGH OF HARMONY

[SEAL]

Borough Council

AN ORDINANCE OF THE BOROUGH OF HARMONY
(BUTLER COUNTY, PENNSYLVANIA)
ENACTED SEPTEMBER 5, 2023 AND NUMBERED 440.

AUTHORIZING THE INCURRING OF LEASE RENTAL INDEBTEDNESS IN AN AGGREGATE AMOUNT OF ONE HUNDRED FORTY THOUSAND FIVE HUNDRED FIFTY AND 00/100 DOLLARS ($140,550) BY THE EXECUTION AND DELIVERY OF A GUARANTY AGREEMENT AMONG THE BOROUGH OF HARMONY, THE BOROUGH OF ZELIENOPLE, THE TOWNSHIP OF JACKSON, THE TOWNSHIP OF LANCASTER, THE BUTLER COUNTY GENERAL AUTHORITY, THE HARMONY FIRE DISTRICT AND WESBANCO BANK, INC. IN SUPPORT OF THE DEBT SERVICE ON THE NOTE TO BE ISSUED BY THE BUTLER GENERAL AUTHORITY; COVENANTING TO PAY, AND PLEDGING UNLIMITED TAXING POWER FOR THE PAYMENT OF ITS OBLIGATIONS UNDER THE GUARANTY; AUTHORIZING FILINGS OF REQUIRED DOCUMENTS WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT; DIRECTING ACTIONS OF OFFICERS AND OTHER ACTIONS; AND MAKING OTHER COVENANTS IN RESPECT OF THE GUARANTY.

Note Counsel:

Dinsmore & Shohl LLP
1300 Six PPG Place
Pittsburgh, PA 15222

WHEREAS, the Governing Body of the Local Government Unit, after due consideration of the public welfare and with full legal competence pursuant to its enabling legislation, has determined to undertake the Project hereinafter described; and

WHEREAS, the Governing Body of the Local Government Unit desires to incur indebtedness, within constitutional and statutory limitations, in order to undertake said Project; and

WHEREAS, the incurrence of such indebtedness is governed by the provisions of the Local Government Unit Debt Act, 53 Pa.C.S.A. §8001 et seq., as amended (the "Debt Act") with which this Debt Ordinance and all related proceedings of the Local Government Unit and all duly authorized actions of its officers are intended to comply;

NOW, THEREFORE, BE, AND IT HEREBY IS, ENACTED by the affirmative vote of a majority of all members of the Governing Body of the Local Government Unit as follows:

ARTICLE I -- DEFINITIONS

Unless the context clearly indicates otherwise, the following terms shall, for all purposes of this Debt Ordinance, have the meanings hereby ascribed to them. Moreover, such terms, together with all other provisions of this Debt Ordinance, shall be read and understood in a manner consistent with the provisions of the Debt Act, as generally interpreted by the Department of Community and Economic Development or by courts maintaining competent jurisdiction, and consistent with the Guaranty hereinafter discussed and the related corporate resolutions, and financing documents and instruments of the Authority hereinafter identified. Words or phrases importing the masculine gender shall be read and understood to include the feminine and neuter genders and those importing number shall include singular or plural, both as appropriate to the context. The word "person," in addition to natural persons, shall mean and include corporations, associations and public bodies and their successors unless the context shall indicate otherwise.

"Authority" shall mean the Butler County General Authority, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania.

"Debt Ordinance" shall mean this document, being the formal action taken by the Local Government Unit according to the requirements of Section 8003 of the Debt Act in order to authorize and incur the lease rental indebtedness represented by the Guaranty. Such term shall apply whether, under the law and existing practices of the Local Government Unit, it would normally take formal action by enactment of an ordinance, adoption of a resolution or some other similar means.

"Designated Officer" or "Designated Officers" shall mean and include, individually or jointly, the Council President, Council Vice President and Secretary of the Borough Council (and their appropriate successors acting by reason of absence or other incapacity) being those duly elected or appointed and acting officials of the Local Government Unit, hereby authorized to undertake and perform the actions herein specified necessary and proper to the issuance of the Guaranty and compliance with the Debt Act.

"Governing Body" shall mean the Borough Council of the Local Government Unit, being that entity authorized by law to fix the rate of, and to levy taxes within the Local Government Unit.

"Guaranty" shall the Guaranty Agreement among the Local Government Unit, the Borough of Harmony, the Township of Jackson, the Township of Lancaster, the Authority, the Harmony Fire District and the Purchaser pursuant to which the Local Government Unit guarantees a portion of the payment obligations of the Note. A copy of the substantial form of the Guaranty is attached to this Debt Ordinance as **Exhibit A** and is incorporated by reference herein.

"Local Government Unit" shall mean the Borough of Harmony, situated in the County of Butler, a Borough of the Commonwealth of Pennsylvania duly organized and validly existing under the Constitution and laws of the Commonwealth.

"Note" shall mean the Butler County General Authority Guaranteed Revenue Note (Harmony Fire District Project), Series of 2023 (unless the Purchaser shall specify one or more different series designations, including alpha and taxability designations of sub-series) in an aggregate principal amount not to exceed $2,811,000.

"Note Counsel" shall mean Dinsmore & Shohl LLP, Pittsburgh, Pennsylvania.

"Note Documents" shall mean the standard agreements and assignments executed and entered into by the Authority in connection with the issuance of the Note.

"Project" shall mean the incurrence of lease rental indebtedness and guarantee by the Local Government Unit of an aggregate amount of indebtedness not to exceed $140,550 (representing a 5% portion of the Note) to provide funds for the financing the acquisition, construction, renovation, equipping and furnishing of a fire station located at 424-434 South Main Street in the Local Government Unit. Reasonable estimates of the useful life of the assets financed by the Note (being, on a weighted average, in excess of 20 years), have been obtained with the assistance of engineers, financial advisors and other persons qualified by experience. Nothing contained herein shall prohibit the Governing Body, under proper enactment of an ordinance and compliance with all provisions of law, from amending, adding to, subtracting from, substituting for or otherwise altering the Project undertaken hereby.

"Purchaser" shall mean Wesbanco Bank, Inc., 600 Lawrence Avenue, Ellwood City, Pennsylvania 16117.

"Redemption Price" shall mean 100% of the principal amount of (or portion of) the Note, together with accrued interest to the date fixed for redemption.

--END OF ARTICLE 1--

ARTICLE II -- AUTHORIZATION OF INDEBTEDNESS

Section 2.01 Incurrence. The Local Government Unit does hereby authorize and direct the incurrence of lease rental indebtedness in an amount not to exceed $140,550, being a 5% pro-rata portion of the Note; such debt shall be evidenced by the Guaranty to be executed and delivered according to the provisions of this Debt Ordinance and the Debt Act, as a general obligation of the Local Government Unit.

Section 2.02 Approval of Guaranty. The Local Government Unit does hereby approve the Guaranty substantially in the form set forth in **Exhibit A**, attached to this Debt Ordinance and incorporated by reference herein; the Designated Officers are authorized and directed to execute and deliver the Guaranty, with such modifications and completions from **Exhibit A** as they shall, in their uncontroverted discretion, deem appropriate and in the best interests of the Local Government Unit and the Authority.

Section 2.03 Preparation of Debt Statement; Proceedings Before the Secretary. The Designated Officers are hereby authorized and directed to prepare and verify under oath or affirmation, according to the requirements of Sections 8002 and 8110 of the Debt Act, the Debt Statement of the Local Government Unit, including therewith a certification of the Borrowing Base, and, if desired, any statements required by the Debt Act necessary to qualify all or any portion of the indebtedness for exclusion from the appropriate debt limit as self-liquidating or subsidized debt.

The Designated Officers are hereby further authorized and directed to prepare and file all proceedings of the Local Government Unit relative to this incurrence of indebtedness with the Department of Community and Economic Development and to respond to all inquiries or requests and to perform all other actions necessary to obtain the approval of the Secretary to execute and deliver the Guaranty.

Section 2.04 General Obligation Covenant. The Local Government Unit hereby covenants with the owners from time to time of the Note to: (a) include, within the limits of this Debt Ordinance and the Guaranty, the amounts necessary to service the debt on the Note, for each fiscal year in which such sums are payable, in its budget for that year, (b) appropriate such amounts from its general revenues to the payment of the debt service, and (c) duly and punctually pay, or cause to be paid, from its General Fund or from any other of its revenues or funds, the principal of and the interest, within the limits of this Debt Ordinance and the Guaranty, on the Note at the dates and places and in the manner stated therein according to the true intent and meaning thereof.

For such budgeting, appropriation and payment of the Note, the Local Government Unit hereby irrevocably pledges its full faith, credit and taxing power. The maximum amount of debt service hereby covenanted to be paid is set forth in Exhibit A to the form of Guaranty Agreement, attached hereto.

As provided in the Debt Act, the foregoing covenant is specifically enforceable.

--END OF ARTICLE 2--

ARTICLE III -- SETTLEMENT

Section 3.01 Concurrence of Award to Purchaser. After due consideration of various factors, including professional assistance and current market conditions, the Governing Body hereby approves the award of the Note by the Authority to the Purchaser and concurs in finding that a private sale by negotiation is in the best financial interest of the Authority and the Local Government Unit.

Section 3.02 Settlement. The Designated Officers are authorized and directed to undertake and perform, or cause to be undertaken or performed, all such ordinary duties of the Local Government Unit (which are hereby specifically approved) that may be required under, or reasonably contemplated by, the execution and delivery of the Guaranty in connection with the issuance of the Note, including execution and delivery of such certificates, orders and agreements as may be necessary, in the opinion of Note Counsel or Solicitor, to proper settlement of the Note.

Section 3.03 Ratification. The action of the proper officers or agents in advertising a Summary Notice of this Debt Ordinance, as required by law, is ratified and confirmed. The advertisement of the Enactment Notice of this Debt Ordinance is hereby directed.

Section 3.04 Debt Ordinance A Contract. This Debt Ordinance shall be a contract with the Purchaser and any subsequent owners, from time to time, of the Note.

Section 3.05 Inconsistencies. All prior ordinances, resolutions, or other official acts or parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistencies.

Section 3.06 Statutory References. All references to specific provisions of statutory law herein contained may be read and interpreted by reference to amended, successor or replacement laws, but only to the extent consistent with the intent and clear meaning of this Debt Ordinance. All inconsistencies shall be resolved with recognition of and in favor of, the rights of the owners of the Note, whose rights shall not be impaired.

--END OF ARTICLE 3--

Duly enacted by the Governing Body of the Local Government Unit, in lawful session assembled, on September 5, 2023.

[SEAL]

BOROUGH OF HARMONY

President, Borough Council

Attest:

Secretary

Approved by:

Mayor

EXHIBIT A

FORM OF GUARANTY

(see attached)

[FORM OF]

GUARANTY AGREEMENT

Dated as of _____, 2023

By, Between and Among

BUTLER COUNTY GENERAL AUTHORITY,

and

BOROUGH OF HARMONY
(Butler County, Pennsylvania)

BOROUGH OF ZELIENOPLE
(Butler County, Pennsylvania)

TOWNSHIP OF JACKSON
(Butler County, Pennsylvania)

TOWNSHIP OF LANCASTER
(Butler County, Pennsylvania)

and

HARMONY FIRE DISTRICT

and

WESBANCO BANK, INC.

SECURING
$2,811,000 aggregate principal amount,
BUTLER COUNTY GENERAL AUTHORITY GUARANTEED REVENUE NOTE
(HARMONY FIRE DISTRICT PROJECT), SERIES OF 2023

This **GUARANTY AGREEMENT** dated as of _____, 2023, by, between and among **BUTLER COUNTY GENERAL AUTHORITY,** a body corporate and politic, organized under and existing pursuant to the provisions of the Pennsylvania Municipality Authorities Act (the "Authority" or the "Issuer"), the **BOROUGH OF HARMONY**, Butler County, Pennsylvania ("Harmony"), the **BOROUGH OF ZELIENOPLE**, Butler County, Pennsylvania ("Zelienople"), the **TOWNSHIP OF JACKSON**, Butler County, Pennsylvania ("Jackson"), the **TOWNSHIP OF LANCASTER**, Butler County, Pennsylvania ("Lancaster" and together with Harmony, Zelienople and Jackson, the "Member Municipalities"), the **HARMONY FIRE DISTRICT**, a Pennsylvania nonprofit corporation (the "Borrower") and **WESBANCO BANK, INC.** (the "Purchaser"),

WITNESSETH THAT:

WHEREAS, the Authority is organized under and pursuant to the laws of the Commonwealth of Pennsylvania, particularly the Municipality Authorities Act of 1945, Act of May 2, 1945, P.L. 382, as amended, and as codified by Act 22 of 2001, 53 Pa. C.S.A. Section 5601 *et seq.* and further amended by Act No. 110 of 2001 (the "Act"); and

WHEREAS, the Authority is authorized by law, among other things, is empowered to lend funds for buildings wholly or partially for public use; and

WHEREAS, the Borrower is a Pennsylvania non-profit corporation organized to provide primary fire protection and rescue services for the Member Municipalities in Butler County, Pennsylvania; and

WHEREAS, the Borrower is a "qualified volunteer fire department" pursuant to Section 150(e) Internal Revenue Code of 1986, as amended and therefore eligible to issue bonds on a tax-exempt basis; and

WHEREAS, the Borrower intends to construct a fire station to be located in Zelienople (the "Project"); and

WHEREAS, in connection with the Project, the Borrower has requested the Authority to issue a guaranteed revenue note to be designated generally as the Guaranteed Revenue Note (Harmony Fire District Project), Series of 2023 (the "Note"), of the Authority, in an aggregate principal amount of $2,811,000, to pay part of the costs and expenses of the Project, along with the costs of issuance of the Note; and

WHEREAS, the Authority will loan the proceeds of the Note to the Borrower through a loan agreement dated as of _____, 2023 (the "Loan Agreement"); and

WHEREAS, in order to induce the Purchaser to purchase the Note, the Member Municipalities have agreed to guarantee the Note as authorized by the Debt Act; and

WHEREAS, this Guaranty Agreement, with such minor changes as have been required by the circumstances appurtenant at the time of its delivery, represents the Guaranty Agreement authorized by the Member Municipalities under their respective Debt Ordinances (as defined herein) enacted on August 17, 2023 (with respect Jackson), August 21, 2023 (with respect to Lancaster), August 28, 2023 (with respect to Zelienople) and September 5, 2023 (with respect to Harmony).

NOW, THEREFORE, THE PARTIES hereto, in consideration of the foregoing and intending to be legally bound, **DO** hereby **COVENANT AND AGREE** as follows:

1. Certain Definitions. The following terms shall have the meaning assigned to them in the recitals to this Agreement:

Act	Lancaster
Authority	Member Municipalities
Borrower	Note
Harmony	Project
Jackson	Purchaser
Issuer	Zelienople

Unless the context clearly indicates otherwise, the following terms shall, for all purposes of this Guaranty, have the meanings hereby and in the Debt Ordinance ascribed to them. Moreover, the terms are to be read and understood in a manner consistent with the provisions of the Act, the Borough Code, the Debt Act, the Township Code, the Debt Ordinance, related resolutions, financing documents and instruments of the Issuer, Purchaser and the Member Municipalities, hereinafter identified, as generally interpreted by courts maintaining competent jurisdiction. Words or phrases importing the masculine gender are to be read and understood to include the feminine and neuter genders and those importing number include singular or plural, both as appropriate to the context. The word "person," in addition to natural persons, means and includes corporations, associations and public bodies and their successors unless the context indicates otherwise.

"Borough Code" means the Borough Code, 8 Pa.C.S. §101 et seq., as amended.

"Debt Act" means the Local Government Unit Debt Act, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177), as amended.

"Debt Ordinance" means the formal action taken by each of the Member Municipalities according to the requirements of the Debt Act in order to authorize and incur a portion of the lease rental indebtedness represented by this Guaranty, in respect of the Note.

"Guaranty" or "Agreement" means this Guaranty Agreement dated as of _____, 2023 among the Issuer, the Member Municipalities, the Borrower and the Purchaser.

"Township Code" means the Second Class Township Code, Act of May 1, 1933 (P.L. 103, No. 69), as amended.

2. Representations and Warranties.

A. The Issuer represents and warrants that:

(i) the Issuer is a body corporate and politic of the Commonwealth of Pennsylvania organized under and existing pursuant to the provisions of the Act, and is duly authorized by law to undertake and complete the Project;

(ii) the Issuer is authorized by law to execute, deliver and perform its duties under this Guaranty Agreement; and the execution and delivery of the Note and this Guaranty Agreement have each been duly authorized by all necessary corporate action on the part of the Issuer; and

(iii) there are no actions, suits or proceedings pending, or, to the knowledge of the Issuer, threatened against or affecting the Issuer before any court or any governmental department or body which may adversely affect the Issuer or its ability to make or carry out the provisions of this Guaranty Agreement; there are not, to the knowledge of the Issuer, any claims involving the Issuer except immaterial claims arising in the ordinary course of its operations; and neither the execution and delivery of this Guaranty Agreement, the consummation of the transactions contemplated herein or therein, nor compliance with the terms and conditions hereof or thereof or of the Note will conflict with or result in a breach of the terms, conditions or provisions of the Articles of Incorporation or Bylaws of the Issuer or of any indenture, agreement or other instrument to which the Issuer is a party or by which it is bound.

B. The Borrower represents and warrants that:

(i) the Borrower is a Pennsylvania nonprofit corporation, and is duly authorized by law to undertake and complete the Project;

(ii) the Borrower is authorized by law to execute, deliver and perform its duties under this Guaranty Agreement; and the execution and delivery of the Note and this Guaranty Agreement have each been duly authorized by all necessary corporate action on the part of the Borrower;

(iii) there are no actions, suits or proceedings pending, or, to the knowledge of the Borrower, threatened against or affecting the Borrower before any court or any governmental department or agency which may adversely affect the Borrower or its ability to make or carry out the provisions of this Guaranty or its ability to repay the Note issued thereunder; there are not, to the knowledge of the Borrower, any claims involving the Borrower except immaterial claims arising in the ordinary course of its operations; the Borrower is not a party to any contract or agreement or subject to any charter or other corporate restriction of any kind which adversely affects its present or prospective operations, properties or assets or its ability to repay the Note; and neither the execution and delivery of this Guaranty, the consummation of the transactions contemplated herein or therein, nor compliance with the terms and conditions hereof or thereof or of the Note will conflict with or result in a breach of the terms, conditions or provisions of any contract, agreement or other instrument to which the Borrower is a party or by which it is bound; and

(iv) the proceeds of the Note will be applied by the Borrower solely for the purpose of the payment of the costs of the Project.

C. Harmony represents and warrants that:

(i) Harmony is a borough of the Commonwealth of Pennsylvania;

(ii) Harmony is authorized by law, including the Debt Act, to execute, deliver and perform its duties under this Guaranty Agreement and the execution and delivery of this Guaranty Agreement has been duly authorized by all necessary corporate action on the part of Harmony; and

(iii) there are no actions, suits or proceedings pending, or, to the knowledge of Harmony, threatened against or affecting Harmony before any court or any governmental department or body which may adversely affect Harmony or its ability to make or carry out the provisions of this Guaranty Agreement; there are not, to the knowledge of Harmony, any claims involving Harmony except immaterial claims arising in the ordinary course of its operations; Harmony is not a party to any contract or agreement or subject to any charter or other corporate restriction of any kind which adversely affects its present or prospective operations, properties or assets or its ability to satisfy its obligations hereunder; and neither the execution and delivery of this Guaranty Agreement, the consummation of the transactions contemplated herein, nor compliance with the terms and conditions hereof will conflict with or result in a breach of the terms, conditions

or provisions of any contract, agreement or other instrument to which Harmony is a party or by which it is bound.

D. Zelienople represents and warrants that:

(i) Zelienople is a borough of the Commonwealth of Pennsylvania;

(ii) Zelienople is authorized by law, including the Debt Act, to execute, deliver and perform its duties under this Guaranty Agreement and the execution and delivery of this Guaranty Agreement has been duly authorized by all necessary corporate action on the part of Zelienople; and

(iii) there are no actions, suits or proceedings pending, or, to the knowledge of Zelienople, threatened against or affecting Zelienople before any court or any governmental department or body which may adversely affect Zelienople or its ability to make or carry out the provisions of this Guaranty Agreement; there are not, to the knowledge of Zelienople, any claims involving Zelienople except immaterial claims arising in the ordinary course of its operations; Zelienople is not a party to any contract or agreement or subject to any charter or other corporate restriction of any kind which adversely affects its present or prospective operations, properties or assets or its ability to satisfy its obligations hereunder; and neither the execution and delivery of this Guaranty Agreement, the consummation of the transactions contemplated herein, nor compliance with the terms and conditions hereof will conflict with or result in a breach of the terms, conditions or provisions of any contract, agreement or other instrument to which Zelienople is a party or by which it is bound.

E. Jackson represents and warrants that:

(i) Jackson is a township of the Commonwealth of Pennsylvania;

(ii) Jackson is authorized by law, including the Debt Act, to execute, deliver and perform its duties under this Guaranty Agreement and the execution and delivery of this Guaranty Agreement has been duly authorized by all necessary corporate action on the part of Jackson; and

(iii) there are no actions, suits or proceedings pending, or, to the knowledge of Jackson, threatened against or affecting Jackson before any court or any governmental department or body which may adversely affect Jackson or its ability to make or carry out the provisions of this Guaranty Agreement; there are not, to the knowledge of Jackson, any claims involving Jackson except immaterial claims arising in the ordinary course of its operations; Jackson is not a party to any contract or agreement or subject to any charter or other corporate restriction of any kind which adversely affects its present or prospective operations, properties or assets or its ability to satisfy its obligations hereunder; and neither the execution and delivery of this Guaranty Agreement, the consummation of the transactions contemplated herein, nor compliance with the terms and conditions hereof will conflict with or result in a breach of the terms, conditions or provisions of any contract, agreement or other instrument to which Jackson is a party or by which it is bound.

F. Lancaster represents and warrants that:

(i) Lancaster is a township of the Commonwealth of Pennsylvania;

(ii) Lancaster is authorized by law, including the Debt Act, to execute, deliver and perform its duties under this Guaranty Agreement and the execution and delivery of this Guaranty Agreement has been duly authorized by all necessary corporate action on the part of Lancaster; and

(iii) there are no actions, suits or proceedings pending, or, to the knowledge of Jackson, threatened against or affecting Lancaster before any court or any governmental department or body which may adversely affect Lancaster or its ability to make or carry out the provisions of this Guaranty Agreement; there are not, to the knowledge of Jackson, any claims involving Lancaster except immaterial claims arising in the ordinary course of its operations; Lancaster is not a party to any contract or agreement or subject to any charter or other corporate restriction of any kind which adversely affects its present or prospective operations, properties or assets or its ability to satisfy its obligations hereunder; and neither the execution and delivery of this Guaranty Agreement, the consummation of the transactions contemplated herein, nor compliance with the terms and conditions hereof will conflict with or result in a breach of the terms, conditions or provisions of any contract, agreement or other instrument to which Lancaster is a party or by which it is bound.

3. Guaranty of Member Municipalities. **FOR VALUE RECEIVED**, and intending to be legally bound hereby, Harmony, pursuant to the provisions of the Debt Act and this Guaranty, does hereby unconditionally guarantee and become surety for the due and punctual payment when due, including, but not limited to, any acceleration upon default or otherwise, of five percent (5%) of the full amount of each and every payment of principal of, and interest on, the Note. This Guaranty Agreement shall also relate to any amendments, renewals, extensions or modifications of the aforesaid Note. This Guaranty Agreement shall remain in full force and effect until the aforementioned Note is paid in full. **FOR VALUE RECEIVED**, and intending to be legally bound hereby, Zelienople, pursuant to the provisions of the Debt Act and this Guaranty, does hereby unconditionally guarantee and become surety for the due and punctual payment when due, including, but not limited to, any acceleration upon default or otherwise, of twenty percent (20%) of the full amount of each and every payment of principal of, and interest on, the Note. This Guaranty Agreement shall also relate to any amendments, renewals, extensions or modifications of the aforesaid Note. This Guaranty Agreement shall remain in full force and effect until the aforementioned Note is paid in full. **FOR VALUE RECEIVED**, and intending to be legally bound hereby, Jackson, pursuant to the provisions of the Debt Act and this Guaranty, does hereby unconditionally guarantee and become surety for the due and punctual payment when due, including, but not limited to, any acceleration upon default or otherwise, of fifty percent (50%) of the full amount of each and every payment of principal of, and interest on, the Note. This Guaranty Agreement shall also relate to any amendments, renewals, extensions or modifications of the aforesaid Note. This Guaranty Agreement shall remain in full force and effect until the aforementioned Note is paid in full. **FOR VALUE RECEIVED**, and intending to be legally bound hereby, Lancaster, pursuant to the provisions of the Debt Act and this Guaranty, does hereby unconditionally guarantee and become surety for the due and punctual payment when due, including, but not limited to, any acceleration upon default or otherwise, of twenty-five percent (25%) of the full amount of each and every payment of principal of, and interest on, the Note. This Guaranty Agreement shall also relate to any amendments, renewals, extensions or modifications of the aforesaid Note. This Guaranty Agreement shall remain in full force and effect until the aforementioned Note is paid in full.

In furtherance thereof, the Member Municipalities each covenant and agree with the Purchaser that if the Borrower fails to pay the full amount of the principal of, premium (if any) on or interest on or in respect of the Note as and when due and payable, or payments in respect of the same are due under the Loan Agreement, the Member Municipalities will duly and punctually advance the moneys required, on the first day of the month following the month of the missed Borrower payment. The Member Municipalities each further represent and covenant to the Purchaser that they will, subject to any credits herein authorized, (a) include the amounts provided in Exhibit A, payable in respect of this Guaranty, for each fiscal year in which such amounts are payable, in its budget for that year, (b) appropriate such amounts from its general revenues, and (c) promptly pay or cause to be paid the proportionate amount of the principal of, premium (if any) on and interest on the Note, as and when due and payable, or payments in respect of the same are due under the Loan Agreement, at the times and places, under the conditions and in the manner prescribed in the Note and in the Loan Agreement, according to the true intent and meaning thereof. For such budgeting, appropriation and full and prompt

payment, each of the Member Municipalities hereby pledges their full faith, credit and taxing power, including unlimited ad valorem taxes to be levied upon all property in each respective municipality for municipal purposes, and other general revenues of the Member Municipalities available for such purposes. The Member Municipalities each agree that this covenant is specifically enforceable and intends that it be limited as to the respective pro-rate share of the principal amount of the Note and regular accreted value or accrued interest thereon with respect to each Member Municipality. All payments by the Member Municipalities must be paid in lawful money of the United States of America.

It is intended by the parties hereto that the Member Municipalities shall be required to pay to the Purchaser only that portion of the principal of, and the interest on, the Note due in any fiscal year as cannot be paid by the Borrower, together with the amounts due hereunder, by the Borrower to the Purchaser in the manner and to the extent provided in the Loan Agreement or from moneys set aside for such purposes from the proceeds of the sale of the Note, if any. Therefore, each Member Municipality shall be entitled, under the Guaranty, in each fiscal year, to a total credit equal to the aggregate to the amounts transferred by the Borrower to the Purchaser for transfer to and deposit in any other fund or account created under the Loan Agreement for application to payment of principal of, and interest on, the Note in accordance with the terms of the Loan Agreement. Accordingly, not less than fifteen (15) days prior to any interest or principal and interest payment date (the "payment date") with respect to the Note, the Purchaser shall notify the Issuer, Borrower and the Member Municipalities hereunder of any deficiency in moneys therefore or then to be transferred for the payment of principal and/or interest on the Note on the next following payment date, and the Member Municipalities shall forthwith pay over the Borrower, not later than the fifth day prior to such payment date, the respective pro rata amounts required to make up such deficiency.

4. Reimbursement. In the event that the Member Municipalities make any payments under this Guaranty, the Borrower covenants to repay to the Member Municipalities, as soon as practicable and before the end of the next ensuing fiscal year all moneys paid or advanced by the Member Municipalities pursuant to this Guaranty.

When the Note has been paid in full and are no longer outstanding, the Borrower shall first reimburse the Member Municipalities for amounts paid pursuant to this Guaranty prior to the application of the balance of the funds and accounts held pursuant to the Loan Agreement. In the event said balance is insufficient to reimburse the Member Municipalities and the other guarantors of the Note in full, each of the guarantors (including the Member Municipalities) shall be reimbursed in proportion to the amounts each has paid pursuant to its respective guaranty (including this Guaranty with respect to the Member Municipalities).

5. Obligations Absolute. The obligations of the Member Municipalities hereunder are absolute, full and unconditional and shall remain in full force and effect until the Borrower shall have fully and satisfactorily discharged all of its obligations under the Loan Agreement, irrespective of the genuineness, validity, regularity, or enforceability of the Loan Agreement, or of any termination thereof, and shall not be affected or impaired in any way by reason of:

a. Any failure of the Issuer or Borrower to retain or preserve any rights against any person (including, in the case of the Issuer or Borrower) or in any property, or the inaccuracy of any estimates delivered to the Member Municipalities hereunder or of the calculation of the principal of, and interest on, the Note;

b. The invalidity of any such rights which the Issuer or Borrower may attempt to obtain;

c. The lack of prior enforcement by the Issuer or Borrower of any rights against any person (including, in the case of the Issuer or Borrower) or in any property; or

d. Any delay in making demand of the Member Municipalities for the payment of the Member Municipalities' share of the obligations hereunder.

e. The dissolution of the Issuer or Borrower.

Nor shall the obligation of the Member Municipalities hereunder be affected in any way by any compromise, settlement, release, revival, extension, indulgence, change in or modification of any of the obligations or liabilities of the Issuer or Borrower (including, but not limited to, any modification, limitation, or discharge arising out of or by virtue of any bankruptcy, arrangement, reorganization or similar proceeding for relief of debts under federal or state law hereinafter initiated by or against the Issuer or Borrower), or any destruction of the Project, in whole or in part. The Member Municipalities hereby waive any right to require, and the benefit of all laws now or hereafter in effect giving the Member Municipalities the right to require, any such prior enforcement as referred to in (c) above, and the Member Municipalities each agree that any delay in enforcing or failure to enforce any such rights shall not in any way affect its liability hereunder; and the Member Municipalities each hereby waive all rights and benefits which might accrue to it by reason of any of the aforesaid bankruptcy, arrangement, reorganization, or similar proceedings and agrees that its liabilities hereunder for the obligations of the Issuer or Borrower shall not be affected by any modification, limitation or discharge of the liabilities of the Issuer or Borrower that may result from any such proceedings.

6. Default, Payment of Interest. The interest on any judgment against the Member Municipalities whether entered by confession or otherwise, which arises in connection with the Member Municipalities' obligations incurred under this Guaranty Agreement, or related documents, shall be assessed at the applicable contractual rates of interest provided in the Note, through and after the date or dates of entry of judgment, of execution, or of judicial or foreclosure sale, until satisfaction in full of the Member Municipalities' respective obligations.

7. Enforceability; Beneficiaries. The liability of the Member Municipalities shall be enforceable by any holder of the Note. The Member Municipalities intend this Guaranty Agreement to be a sealed instrument and be legally bound hereby.

8. No Right of Set-off, etc. It is understood and agreed that the obligations of the Member Municipalities to make payments hereunder shall be absolute and shall not be subject to any defense or any right of set-off, counterclaim or recoupment arising out of any breach of the Borrower of any obligation to it whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to it by the Borrower.

9. Debt Act Approval. Each Member Municipality shall take all necessary actions to secure the approval of the Department of Community and Economic Development ("DCED") or its successor department, board or commission, to enter into this Guaranty Agreement, pursuant to requirements set forth in the Debt Act.

10. No Waiver. Any failure by a party hereto to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time, and from time to time thereafter.

11. Effect of Invalid or Unenforceable Provisions. If any provision of this Guaranty Agreement is held to be invalid or unenforceable by a Court of competent jurisdiction, the other provisions of this Guaranty Agreement shall remain in full force and effect in order to effect the provisions of this Guaranty Agreement.

12. Remedies Cumulative. No delay or failure in exercising any right, power or privilege hereunder or under the Loan Agreement affects such right, power or privilege; nor will any single or partial exercise thereof or any abandonment or discontinuance of the enforcement of such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies hereunder and under the Loan Agreement are cumulative and not exclusive of any rights or remedies which it would otherwise have either under this Guaranty Agreement or any provision of law. Any waiver, permit, consent or approval of any kind or character of any breach or default under this Guaranty Agreement or any such waiver of any provision or condition of this Guaranty Agreement must be in writing and will be effective only to the extent specified. In the event of any action at law or suit in equity in relation to this Guaranty Agreement or the Note, the Borrower, in addition to all other sums which it may be required to pay, will pay a reasonable sum for attorney's fees incurred by the Issuer in connection with such action or suit.

All representations, warranties, covenants and agreements of the Borrower, Issuer and the Member Municipalities contained herein or made in writing in connection herewith survive the execution and delivery of this Guaranty Agreement and the issuance of the Note except as otherwise expressly provided herein.

13. Notices. All notices, statements, requests and demands given to or made upon any party hereto will be deemed to have been given or made when deposited with the United States Postal Service, first class mail, postage prepaid, addressed, if to the Issuer at 114 Woody Drive, Butler, PA 16001 or if to the Purchaser at their offices at 600 Lawrence Avenue, Ellwood City, PA 16117, or if to the Borrower at 543 Main Street, Harmony, PA 16037, or if to Harmony at 217 Mercer Street, Harmony, PA 16037, or if to Zelienople at 111 West New Castle Street, Zelienople, PA 16063, or if to Jackson at 140 Magill Road, Zelienople, PA 16063 or if to Lancaster at 113 Kings Alley, Harmony, PA 16037.

14. Counterparts. This Guaranty Agreement may be executed in as many counterparts as are deemed necessary and convenient, each of which is to be regarded for all purposes as an original, but such counterparts constitute but one and the same instrument.

15. Binding Effect. This Guaranty Agreement is binding upon and will inure to the benefit of the Borrower, Issuer and the Member Municipalities and their respective successors and assigns, except that the Borrower may not voluntarily transfer or assign its rights hereunder.

16. Pennsylvania Law. The Guaranty Agreement is executed and delivered by the parties hereto with the intention that the laws of the Commonwealth of Pennsylvania govern its interpretation, application and enforcement.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed this Guaranty Agreement as of the day and year first above written.

BUTLER COUNTY GENERAL AUTHORITY

(SEAL)

By _____
Chairman

Attest:

_____
Secretary

BOROUGH OF HARMONY

(SEAL)

By _____
President, Borough Council

Attest:

_____
Secretary

BOROUGH OF ZELIENOPLE

(SEAL)

By _____
President, Borough Council

Attest:

_____
Secretary

TOWNSHIP OF JACKSON

(SEAL)

By _____
Chair, Board of Supervisors

Attest:

_____
Secretary

TOWNSHIP OF LANCASTER

(SEAL)

By _____
Chair, Board of Supervisors

Attest:

_____
Secretary

HARMONY FIRE DISTRICT

(SEAL)

By _____
Authorized Signatory

Attest:

_____
Secretary

WESBANCO BANK, INC.

By _____
Authorized Signatory

Exhibit A

Debt Service Schedule for Note

Harmony

Harmony Fire District
$140,550 - Harmony Borough
Series 2023

BASED ON A 360/360 DAY YEAR AND MONTHLY COMPOUNDING

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
11/01/23		5.6000%	655.90	655.90	
12/01/23		5.6000%	655.90	655.90	1,311.80
01/01/24		5.6000%	655.90	655.90	
02/01/24		5.6000%	655.90	655.90	
03/01/24		5.6000%	655.90	655.90	
04/01/24		5.6000%	655.90	655.90	
05/01/24		5.6000%	655.90	655.90	
06/01/24		5.6000%	655.90	655.90	
07/01/24		5.6000%	655.90	655.90	
08/01/24		5.6000%	655.90	655.90	
09/01/24		5.6000%	655.90	655.90	
10/01/24		5.6000%	655.90	655.90	
11/01/24		5.6000%	655.90	655.90	
12/01/24		5.6000%	655.90	655.90	7,870.80
01/01/25		5.6000%	655.90	655.90	
02/01/25		5.6000%	655.90	655.90	
03/01/25		5.6000%	655.90	655.90	
04/01/25		5.6000%	655.90	655.90	
05/01/25		5.6000%	655.90	655.90	
06/01/25		5.6000%	655.90	655.90	
07/01/25		5.6000%	655.90	655.90	
08/01/25		5.6000%	655.90	655.90	
09/01/25		5.6000%	655.90	655.90	
10/01/25	140,550.00	5.6000%	655.90	141,205.90	147,109.00
TOTALS	$ 140,550.00		$ 15,741.60	$ 156,291.60	$ 156,291.60

Dated Date	10/01/23
Issue Date	10/01/23

Zelienople

Harmony Fire District
$562,200 - Zelienople Borough
Series 2023

BASED ON A 360/360 DAY YEAR AND MONTHLY COMPOUNDING

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
11/01/23		5.6000%	2,623.60	2,623.60	
12/01/23		5.6000%	2,623.60	2,623.60	5,247.20
01/01/24		5.6000%	2,623.60	2,623.60	
02/01/24		5.6000%	2,623.60	2,623.60	
03/01/24		5.6000%	2,623.60	2,623.60	
04/01/24		5.6000%	2,623.60	2,623.60	
05/01/24		5.6000%	2,623.60	2,623.60	
06/01/24		5.6000%	2,623.60	2,623.60	
07/01/24		5.6000%	2,623.60	2,623.60	
08/01/24		5.6000%	2,623.60	2,623.60	
09/01/24		5.6000%	2,623.60	2,623.60	
10/01/24		5.6000%	2,623.60	2,623.60	
11/01/24		5.6000%	2,623.60	2,623.60	
12/01/24		5.6000%	2,623.60	2,623.60	31,483.20
01/01/25		5.6000%	2,623.60	2,623.60	
02/01/25		5.6000%	2,623.60	2,623.60	
03/01/25		5.6000%	2,623.60	2,623.60	
04/01/25		5.6000%	2,623.60	2,623.60	
05/01/25		5.6000%	2,623.60	2,623.60	
06/01/25		5.6000%	2,623.60	2,623.60	
07/01/25		5.6000%	2,623.60	2,623.60	
08/01/25		5.6000%	2,623.60	2,623.60	
09/01/25		5.6000%	2,623.60	2,623.60	
10/01/25	562,200.00	5.6000%	2,623.60	564,823.60	588,436.00
TOTALS	$ 562,200.00		$ 62,966.40	$ 625,166.40	$ 625,166.40

Dated Date	10/01/23
Issue Date	10/01/23

Jackson

Harmony Fire District
$1,405,500 - Jackson Township
Series 2023

BASED ON A 360/360 DAY YEAR AND MONTHLY COMPOUNDING

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
11/01/23		5.6000%	6,559.00	6,559.00	
12/01/23		5.6000%	6,559.00	6,559.00	13,118.00
01/01/24		5.6000%	6,559.00	6,559.00	
02/01/24		5.6000%	6,559.00	6,559.00	
03/01/24		5.6000%	6,559.00	6,559.00	
04/01/24		5.6000%	6,559.00	6,559.00	
05/01/24		5.6000%	6,559.00	6,559.00	
06/01/24		5.6000%	6,559.00	6,559.00	
07/01/24		5.6000%	6,559.00	6,559.00	
08/01/24		5.6000%	6,559.00	6,559.00	
09/01/24		5.6000%	6,559.00	6,559.00	
10/01/24		5.6000%	6,559.00	6,559.00	
11/01/24		5.6000%	6,559.00	6,559.00	
12/01/24		5.6000%	6,559.00	6,559.00	78,708.00
01/01/25		5.6000%	6,559.00	6,559.00	
02/01/25		5.6000%	6,559.00	6,559.00	
03/01/25		5.6000%	6,559.00	6,559.00	
04/01/25		5.6000%	6,559.00	6,559.00	
05/01/25		5.6000%	6,559.00	6,559.00	
06/01/25		5.6000%	6,559.00	6,559.00	
07/01/25		5.6000%	6,559.00	6,559.00	
08/01/25		5.6000%	6,559.00	6,559.00	
09/01/25		5.6000%	6,559.00	6,559.00	
10/01/25	1,405,500.00	5.6000%	6,559.00	1,412,059.00	1,471,090.00
TOTALS	$ 1,405,500.00		$ 157,416.00	$ 1,562,916.00	$ 1,562,916.00

Dated Date	10/01/23
Issue Date	10/01/23

Lancaster

Harmony Fire District
$702,750 - Lancaster Township
Series 2023

BASED ON A 360/360 DAY YEAR AND MONTHLY COMPOUNDING

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
11/01/23		5.6000%	3,279.50	3,279.50	
12/01/23		5.6000%	3,279.50	3,279.50	6,559.00
01/01/24		5.6000%	3,279.50	3,279.50	
02/01/24		5.6000%	3,279.50	3,279.50	
03/01/24		5.6000%	3,279.50	3,279.50	
04/01/24		5.6000%	3,279.50	3,279.50	
05/01/24		5.6000%	3,279.50	3,279.50	
06/01/24		5.6000%	3,279.50	3,279.50	
07/01/24		5.6000%	3,279.50	3,279.50	
08/01/24		5.6000%	3,279.50	3,279.50	
09/01/24		5.6000%	3,279.50	3,279.50	
10/01/24		5.6000%	3,279.50	3,279.50	
11/01/24		5.6000%	3,279.50	3,279.50	
12/01/24		5.6000%	3,279.50	3,279.50	39,354.00
01/01/25		5.6000%	3,279.50	3,279.50	
02/01/25		5.6000%	3,279.50	3,279.50	
03/01/25		5.6000%	3,279.50	3,279.50	
04/01/25		5.6000%	3,279.50	3,279.50	
05/01/25		5.6000%	3,279.50	3,279.50	
06/01/25		5.6000%	3,279.50	3,279.50	
07/01/25		5.6000%	3,279.50	3,279.50	
08/01/25		5.6000%	3,279.50	3,279.50	
09/01/25		5.6000%	3,279.50	3,279.50	
10/01/25	702,750.00	5.6000%	3,279.50	706,029.50	735,545.00
TOTALS	$ 702,750.00		$ 78,708.00	$ 781,458.00	$ 781,458.00

Dated Date	10/01/23
Issue Date	10/01/23

CERTIFICATE

I, the undersigned, a Designated Officer of the named Local Government Unit, hereby certify that the foregoing and attached is a true copy of an Ordinance which was duly adopted by the affirmative vote of a majority of all the members of the Governing Body thereof at a meeting held on the date of the execution thereof; that due notice of such meeting was given and the meeting was at all times open to the public; that such Ordinance was duly recorded; that this Ordinance is still in full force and effect as of the date hereof; that the vote upon said Ordinance was called and duly recorded upon the minutes of the Governing Body; and that the members of the Governing Body voted in the manner following:

	Yes	No	Abstain	Absent
Greg Such	✓			
Don Sims	✓			
Joe Dippold	✓			
Frank Luek	✓			
Phyllis Metz	✓			
Jason Sarver	✓			
David Szakelyhidi	✓			

WITNESS my hand and seal of the Local Government Unit this 5th day of September, 2023.

BOROUGH OF HARMONY

[SEAL]

Amy Brown
Secretary

ORDINANCE NO. 141

BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AMENDING CHAPTER 22 OF THE HARMONY BOROUGH CODE OF ORDINANCES TO AMEND CERTAIN SECTIONS OF THE BOROUGH SUBDIVISION AND LAND DEVELOPMENT ORDINANCE

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, Butler County, Pennsylvania, the Borough Council has determined it necessary to prohibit obstructions to amend certain sections of the Borough Subdivision and Land Development Ordinance (SALDO).

NOW THEREFORE, be it ordained and enacted by the Borough Council of the Borough of Harmony as follows:

SECTION 1. Chapter 22-202(HH)(.3) of the Harmony Borough Subdivision and Land Development Ordinance is hereby deleted and replaced with the following:

"3. Development other than those activities specified as exclusions in Section 105 of this Ordinance"

SECTION 2. Chapter 22-303 (C)(1) of the Harmony Borough Subdivision and Land Development Ordinance is hereby deleted and replaced with the following:

"1. Material required in Section 302."

SECTION 3. Chapter 22-303 (C)(4) of the Harmony Borough Subdivision and Land Development Ordinance is hereby deleted and replaced with the following:

"4. North point, graphic scale, and date."

SECTION 4. Chapter 22-303 of the Harmony Borough Subdivision and Land Development Ordinance is hereby amended to include the following:

"29. County Parcel ID number.

30. Deed restrictions (*if any*)."

SECTION 5. Chapter 22-503 (G) of the Harmony Borough Subdivision and Land Development Ordinance is hereby amended with the following:

"The maximum length of a cul-de-sac street shall be six hundred (600) lineal feet, exclusive of the turn-around portion."

SECTION 6. Chapter 22-503 (G) of the Harmony Borough Subdivision and Land Development Ordinance is hereby amended to include the following:

"3. The minimum grade of the turn-around portion of the cul-de-sac shall be one percent (1%). The maximum grade of the turn-around portion of the cul-de-sac shall be four percent (4%)."

SECTION 7. Chapter 22-504 of the Harmony Borough Subdivision and Land Development Ordinance is hereby amended to include the following:

"H. The depth of a lot shall not exceed four (4) times the width of a lot as measured at the building setback line."

"I. Additional Lot Requirement:

A proposed lot not meeting the minimum lot requirements of this section and intended to be conveyed and adjoined to an adjacent property is permitted, provided the following note shall be placed on the plan: *Lot #___ is not a separate building lot and is to be conveyed and become part of adjoining land of (name of landowner)*. Both the lot created in effect by combination with an adjoiner and the remnant lot shall comply with applicable lot area requirements."

SECTION 8. Chapter 22-304.C of the Harmony Borough Subdivision and Land Development Ordinance is hereby amended to include the following:

"19. CERTIFICATES, ACKNOWLEDGEMENTS, AND APPROVALS

The certificates, acknowledgements, and signature blocks that follow shall be inscribed on the subdivision or land development plan and shall be properly signed and attested. All certificates shall be placed on the final plan in an arrangement suitable for placement of all required seals.

OWNER'S CERTIFICATION (I or We), _____,
(Name of owner or owners; name and title of legally-authorized officer or representative) the undersigned, hereby declare that
_____ (I or we or name of partnership,

corporation, etc.) (is or are) the owner(s) of the property shown on this final plan, that the final plan and the proposed subdivision or land development were made with the owner's(s') consent, and that the owner(s) desire(s) the final plan to be recorded as such. In witness whereof (I or we) have set (my or our) hand(s) and seal(s) this _____ day of _____, 20____. _____ (Owner signature) _____ (Owner signature)

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF BUTLER }

Before me, the subscriber, a Notary Public in and for said County and Commonwealth, personally appeared the above named _____ (Name of owner or owners; name and title of legally-authorized officer or representative) who acknowledged the foregoing final plan of subdivision or land development to be (his, her, their) act and deed and desired the same to recorded as such.

WITNESS MY HAND AND NOTARIAL SEAL this _____ day of _____, 20____. _____ SEAL (Notary Public) My commission expires the _____ day of _____, 20____.

PROOF OF RECORDING

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF BUTLER }

Recorded in the office for the recording of deeds, plats and plans in said County, in Plan Book Volume _____ Page(s) _____. Given under my hand and seal this _____ day of _____, 20____.
_____ (Recorder of Deeds)

PROFESSIONAL CERTIFICATE

I, _____, a Professional

_____ (Name of professional) (Surveyor, Engineer, Landscape Architect) of the Commonwealth of Pennsylvania, do hereby certify that this plan shown hereon is true and correct to the standards of the Butler County Subdivision and Land Development Ordinance and that the survey and all angles, distances, and courses are accurately shown, that the monuments and markers as shown on the plat have been, or will be set, and to the best of my knowledge, that this plan correctly represents the lots, lands, streets, and highways as surveyed and plotted by me for the owners or agents.

_____ SEAL (Professional's Name)

_____ (Professional's Registration No.)

_____ (Date)

BUTLER COUNTY PLANNING COMMISSION REVIEW

Reviewed by the Butler County Planning Commission this _____ day of _____, 20____.

_____

_____ (Secretary) (Chairman) See Comments On File at the Butler County Planning Commission Plan Number:

_____ SEAL

HARMONY BOROUGH PLANNING COMMISSION REVIEW

Reviewed by the Harmony Borough Planning Commission this _____ day of _____, 20____.

_____ (Secretary)

_____ (Chairman)

MUNICIPAL APPROVAL

Approved by the Council of Harmony Borough this 5th day of ~~March~~ DECEMBER, 20 23.

_____

_____ (President) SEAL"

SECTION 9. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 5th DAY OF December, 2023.

ATTEST

Secretary

BOROUGH OF HARMONY

By: _____

Greg Such, Council President

EXAMINED AND APPROVED BY ME THIS 5th DAY OF December, 2023.

Cathy Rape, Mayor

ORDINANCE NO 142

AN ORDINANCE OF THE BOROUGH OF HARMONY, BUTLER COUNTY, COMMONWEALTH OF PENNSYLVANIA, AMENDING THE CODE OF ORDINANCES AT CHAPTER 15, MOTOR VEHICLES AND TRAFFIC, §203, STOP INTERSECTIONS ESTABLISHED, TO INCLUDE THE FOLLOWING STOP INTERSECTIONS: MERCER ROAD AT OLD LITTLE CREEK ROAD FOR TRAFFIC.

WHEREAS, in order to promote and protect the health, safety and welfare of the residents of the Borough of Harmony, the Borough Council of the Borough of Harmony, Butler County, Pennsylvania, has determined it necessary to install stop signs at the intersection of Mercer Road at Old Little Creek Road.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY, BUTLER COUNTY, PENNSYLVANIA, AND IT IS HEREBY ORDAINED AND ENACTED BY AND WITH THE SAME THAT:

SECTION 1: The following intersections are established as stop intersections, and official stop signs shall be erected in such a position as to face traffic approaching the second-named street (the intersecting or through street) on the first-named street (the stop street) in the direction or directions indicated for that intersection.

SECTION 2: Chapter 15 of the Code of Ordinances §203 is hereby amended to include the following stop intersections:

STOP STREET	INTERSECTION OR THROUGH STREET	DIRECTION OF TRAVEL
Mercer Road	Old Little Creek Road	Eastbound
Mercer Road	Old Little Creek Road	Southbound
Mercer Road	Old Little Creek Road	Northbound

SECTION 3: The erection and maintenance of official stop signs at these locations is hereby authorized.

SECTION 4: Every driver of a vehicle approaching the intersection of the first named or stop street, in the direction indicated in each case, shall stop the vehicle as required by §3323(b) of the Vehicle Code, and shall not proceed into or across the second-named or intersecting or through street until they have followed all applicable requirements of that section of the law.

SECTION 5: Any person violating any section of this Ordinance shall, upon conviction, be sentenced to pay a fine of twenty-five dollars ($25.00) and costs.

SECTION 6: Any Ordinance or part of any Ordinance conflicting with the provisions of this Ordinance is hereby repealed insofar as the same conflicts with this Ordinance.

SECTION 7: The appropriate Officers of the Borough of Harmony are hereby authorized and directed to execute any and all documents necessary to effectuate the purposes of this Ordinance.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 4th DAY OF June, 2024.

ATTEST

Secretary

BOROUGH OF HARMONY

By: _____
Greg Such, Council President

EXAMINED AND APPROVED BY ME THIS 4th DAY OF June, 2024.

Cathy Rape, Mayor

ORDINANCE NO: 443
THE BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, COUNTY OF BUTLER, COMMONWEALTH OF PENNSYLVANIA, ESTABLISHING THE TAX RATE FOR THE YEAR 2025

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, and it is hereby ordained and enacted by the Borough Council of the Borough of Harmony that a tax be and the same is hereby levied on all real property within the Borough.

The Tax Rate shall be established as the sum of 17.085 mills on each dollar of assessed valuation, or the sum of 170.85 Cents on each One Hundred ($100.00) Dollars of assessed valuation.

The same being summarized as follows:

1. The tax rate for General Revenue / General Borough Purposes, the sum of 14.085 mills on each dollar of assessed valuation.
2. The tax rate for Fire Equipment / Fire Protection Purposes, the sum of 3 mills on each dollar of assessed valuation.
3. Pursuant to Pennsylvania's Local Tax Collection Law, a taxpayer subject to the payment of a tax levy by this Ordinance shall be entitled to a discount of 2% from the amount of such tax upon making a payment of the whole amount of such tax by or before April 30, 2025.
4. A taxpayer subject to the payment of a tax levy by this ordinance who shall fail to make payment of such tax by June 30, 2025 shall be charged a penalty of 10% (which penalty shall be added to the tax by the Tax Collector and shall be collected by the tax Collector).

That any Ordinance, or part of an Ordinance, conflicting with this Ordinance be and the same is hereby repealed in so far as the same affects this Ordinance.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 4th DAY OF February, 2025.

ATTEST

Amy Brown
Amy Brown
Secretary

BOROUGH OF HARMONY

By: Greg Such
Greg Such
Council President

EXAMINED AND APPROVED BY ME THIS 4th DAY OF February, 2025.

Cathy Rape
Cathy Rape
Mayor

ORDINANCE NO: 444
THE BOROUGH OF HARMONY
BUTLER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF HARMONY, COUNTY OF BUTLER, COMMONWEALTH OF PENNSYLVANIA, DETAILING AND SPECIFYING THE TAX RATE FOR PREVIOUS YEARS

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, and it is hereby ordained and enacted by the Borough Council of the Borough of Harmony that the Borough of Harmony imposed and heretofore levied the following tax rate on all real property within the Borough for tax years 2022, 2023 and 2024.

The Tax Rate for years 2022, 2023 and 2024 was established as the sum of 17.085 mills on each dollar of assessed valuation, or the sum of 170.85 Cents on each One Hundred ($100.00) Dollars of assessed valuation.

The same being summarized as follows:

1. The tax rate for General Revenue / General Borough Purposes, the sum of 14.085 mills on each dollar of assessed valuation.
2. The tax rate for Fire Equipment / Fire Protection Purposes, the sum of 3 mills on each dollar of assessed valuation.
3. Pursuant to Pennsylvania's Local Tax Collection Law, a taxpayer subject to the payment of a tax specified in this Ordinance was entitled to a discount of 2% from the amount of such tax upon making a payment of the whole amount of such tax by or before April 30th of the following tax year.
4. A taxpayer subject to the payment of a tax specified in this ordinance who failed to make payment of such tax by June 30th of the following tax year was charged a penalty of 10% (which penalty shall be added to the tax by the Tax Collector and shall be collected by the tax Collector).

That any Ordinance, or part of an Ordinance, conflicting with this Ordinance be and the same is hereby repealed in so far as the same affects this Ordinance.

ORDAINED AND ENACTED BY THE COUNCIL OF THE BOROUGH OF HARMONY THIS 6th DAY OF May, 2025.

ATTEST

Amy Brown
Amy Brown
Secretary

BOROUGH OF HARMONY

By: Greg Such
Greg Such
Council President

EXAMINED AND APPROVED BY ME THIS 6th DAY OF May, 2025.

Cathleen H. Rape
Mayor