

BOROUGH OF CRESSKILL

ORDINANCE NO. 23-04-1605

AN ORDINANCE CREATING, CHAPTER 207 ARTICLES I, II, III ENTITLED LIABILITY INSURANCE, LEAD-BASED PAINT INSPECTIONS AND CERTIFICATE OF OCCUPANCY AND RESALE/RENTAL CERTIFICATE

WHEREAS, the Council of the Borough of Cresskill desired to revise the Ordinance for several Chapters and Sections in the Borough of Cresskill Code; and

WHEREAS, the Council of the Borough of Cresskill was required to introduce additional Ordinance pursuant to New Jersey Statute; and

WHEREAS, N.J.S.A. 40A:10A-1 “Liability Insurance, Negligent Acts, Omissions, Rental Units, Units Owner” requires all persons aforementioned to annually supply the Borough proof of liability insurance; and

WHEREAS, the specifics of N.J.S.A. 40A:10A-1 et seq., are expressly outlined in the Statutes.

WHEREAS, pursuant to P.L. 2021, c. 182, all Municipalities are required to inspect every single-family, two-family, and multiple rental dwelling, located within the Municipality on a recurring basis and at tenant turnover for habitability and also for lead-based paint hazards; and

WHEREAS, it is in the best interest of the Borough’s Residents to amend the Borough Ordinance at this time, to require inspections for lead-based paint in residential rental dwellings to conform State Statutes.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Borough of Cresskill, that the Council introduce and adopt a new Ordinance “CHAPTER 207 ARTICLES I, II, III ENTITLED LIABILITY INSURANCE, LEAD-BASED PAINT INSPECTIONS AND CERTIFICATE OF OCCUPANCY AND RESALE/RENTAL CERTIFICATE”

BE IT FURTHER ORDAINED Chapter 207, Article I, shall be entitled:

ARTICLE I- LIABILITY INSURANCE, NEGLECT ACTS, OMSSIONS, BUSINESS OWNERS, RENTAL UNITS, UNIT OWNERS

BE IT FURTHER ORDAINED, Chapter 207, Article I shall include the following new provisions:

1.01 Requirements.

- A. The Owners of a business or the owner of either a residential or commercial rental unit or units shall maintain Liability Insurance for negligent acts and omissions in an amount of not less than \$500,000.00 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence;

- B. The Owner of a multi-family home which contains four or fewer units, one of which is owner occupied, shall maintain liability insurance for negligent acts or omissions in an amount of not less than \$300,000.00 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence.

BE IT FURTHER ORDAINED, pursuant to N.J.S.A. 40A:10A-2 established Certificates of Insurance, annual registration of any of business(es), rented units, owner occupied rental property”, mandates and as such is Ordained as follows:

1.02

A. The owner of a business, owner of a rental unit or units, and the owner of a multifamily home, of four or fewer units, one of which is owner occupied, shall annually register a Certificate of Insurance with the Borough, demonstrating compliance with section 1.01 (A) and (B), of this Ordinance with the Borough.

B. The Borough Council hereby enacts an annual administrative fee of \$40.00 This fee may be changed annually by Resolution;

C. All entities doing business in the Borough shall submit their respective Insurance Certificate simultaneously with their annual Business Registration filing;

1.03 Filing Requirements.

All parties are required to comply with the requirements Ordained herein, shall annually satisfy the requirements by April 1, of each given calendar year.

If the parties comply with the time period noted herein, the Borough shall not assess an Administrative fee.

However, if the parties fail to comply by April 1 of every calendar year, then the Borough shall assess an Administration fee as stated in Section 2.01 (B) and the non-complying party may be cited for violation of this Ordinance pursuant to Section 4.01: Penalties.

1.04 Penalties.

A. The Borough does hereby enact penalties for non-compliance of this Ordinance pursuant to a summary proceeding, as follows:

- |      |                                 |                              |
|------|---------------------------------|------------------------------|
| i.   | First Offense:                  | \$ 250.00 plus Court costs;  |
| ii.  | Second Offense:                 | \$ 500.00 plus Court costs;  |
| iii. | Third Offense:                  | \$1,000.00 plus Court costs; |
| iv.  | Fourth and subsequent offenses: | \$5,000.00 plus Court costs. |

An offense shall be conclusively deemed to occur if the property or business owner does not response to the Borough’s Notice of Compliance and it shall be deemed a second and subsequent offense for every thirty (30) day period of non-compliance post Notice of Compliance.

B. The Municipal Magistrate shall be permitted to dismiss or reduce the fine noted herein in the interest of Justice and Equity.

BE IT FURTHER ORDAINED Chapter 207, Article II, shall be entitled:

## ARTICLE II- LEAD BASED PAINT INSPECTIONS

BE IT FURTHER ORDAINED, Chapter 207, Article II shall include the following new provisions:

### 2.01 Definitions.

“Commissioner” means the Commissioner of the Department of Community Affairs.

“Department” means Department of Community Affairs.

“DCA” means Department of Community Affairs.

“DOH” means the New Jersey Department of Health.

“Dust wipe sampling” means a sample collected by wiping a representative surface and tested in accordance with a method approved by the United States Department of Housing and Urban Development (HUD).

“Dwelling” means a building containing a room or rooms, or suite, apartment, unit, or space, that is rented and occupied or intended to be rented and occupied for sleeping and dwelling purposes by one or more persons.

“Dwelling unit” means a unit within a building that is rented and occupied or intended to be rented and occupied for sleeping and dwelling purposes by one or more persons.

"Interim controls" means a set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of lead-based paint hazards or potential hazards, and the establishment and operation of management and resident education programs and as it is defined under 42 U.S.C. § 4851b and regulations implemented pursuant thereto.

"Lead abatement" means a set of measures designed to permanently eliminate lead-based paint hazards in accordance with standards established by N.J.A.C. 5:17.

“Lead abatement contractor” means a firm certified by the Department to perform lead abatement work pursuant to N.J.A.C. 5:17.

“Lead abatement worker” means an individual certified by the New Jersey Department of Health (DOH) to perform lead abatement work pursuant to N.J.A.C. 8:62.

“Lead-based paint” means paint or other surface coating material that contains lead in excess of 1.0 milligrams per centimeter squared or in excess of 0.5% by weight, or such other level as may be established by federal law.

"Lead-based paint hazard" means any condition that causes exposure to lead from lead-contaminated dust or lead-contaminated paint that is deteriorated or present in surfaces, that would result in adverse human health effects.

"Lead-based hazard control methods" means interim controls, as defined above. Note that this definition is specific to lead-based paint inspections in rental dwellings and is not to be confused with the lead hazard control work as defined within the Department’s regulations for Lead Hazard Evaluation and Abatement, N.J.A.C. 5:17.

“Lead evaluation contractor” means a firm certified by the Department to perform lead inspection and risk assessment work pursuant to N.J.A.C. 5:17. This includes the ability to perform dust wipe sampling.

“Lead inspector or risk assessor” means an individual certified by DOH to perform lead inspection and risk assessment work pursuant to N.J.A.C. 8:62. This includes the ability to perform dust wipe sampling.

“Lead free” means that a dwelling or dwelling unit has been confirmed to have fully abated all lead-based paint hazards or that no lead-based paint exists in the dwelling or dwelling unit.

“Lead safe” means that a dwelling has no outstanding lead-based paint hazards, but the dwelling is not necessarily lead free.

“Lead-safe certification” means the certification issued pursuant to the regulations promulgated pursuant to P.L.2021, c.182, which confirms that a periodic inspection, as defined below, was performed, and no lead-based paint hazards were found. This certification is valid for two years from the date of issuance.

"Multiple dwelling" means any building or structure and any land appurtenant thereto, and any portion thereof, in which three or more dwelling units are occupied or intended to be occupied by three or more persons living independently of each other.

"Multiple dwelling" also means any group of ten or more buildings on a single parcel of land or on contiguous parcels under common ownership, in each of which two dwelling units are occupied or intended to be occupied by two persons

or households living independently of each other, and any land appurtenant thereto, and any portion thereof.

"Multiple dwelling" does not include those buildings and structures that are excluded by statute (See N.J.S.A. 55:13A).

"Periodic lead-based paint inspection" means the initial inspection of all applicable dwelling units at the earlier of two years from the effective date of P.L.2021, c.182, July 22, 2022, or tenant turnover, and thereafter the earlier of three years or upon tenant turnover for the purposes of identifying lead pursuant to P.L.2021, c.182 .

"Permanent local agency" based paint hazards in dwellings subject means a local, municipal agency maintained for the purpose of conducting inspections and enforcing laws, ordinances, and regulations concerning buildings and structures within its jurisdiction. This may include local building agencies, health agencies, and housing agencies.

"Remediation" means interim controls or lead abatement work undertaken in conformance with this Ordinance to address lead-based paint hazards. Remediation is often used synonymously with interim controls and does not include abatement; however, in the context of P.L.2021, c.182, remediation is defined as encompassing both interim controls and abatement.

"Tenant turnover" means the time at which all existing occupants vacate a dwelling unit, and all new tenants move into the dwelling unit or the time at which a new tenant enters a vacant dwelling unit.

"Visual assessment" means a visual examination for deteriorated paint or visible surface dust, debris, or residue.

## 2.02 Standards.

Inspections for lead-based paint in rental dwelling units shall be governed by the standards set forth in N.J.S.A. 52:27D-437.1 et seq., and N.J.S.A 55:13A-1 et seq.

## 2.03 Required Initial Inspection.

The owner, landlord and/or agent of every single-family, two-family, and/or multiple dwelling unit offered for rental shall be required to obtain an inspection of the unit for lead-based paint hazards within two years of the effective date of the law, July 2, 2022, or upon tenant turnover, whichever is earlier. In any event, the First Inspection must take place on or before July 22, 2024.

## 2.04 Required Recurring Inspection.

- (A) After the initial inspection required, the owner, landlord, and/or agent of such dwelling unit offered for rental shall be required to obtain an inspection of the unit for lead-based paint hazards every three (3) years, or at tenant turnover, whichever is earlier, except that an inspection upon tenant turnover shall not be required if the owner has a valid lead-safe certification.
- (B) In accordance with P.L.2021, c.182, single-family, two-family, and multiple rental dwellings must be inspected for lead-based paint hazards, except for the following:
  - i. Dwellings that were constructed during or after 1978.
  - ii. Single-family and two-family seasonal rental dwellings which are rented for less than six-months duration each year by tenants that do not have consecutive lease renewals. This exemption for seasonal rental dwellings does not extend to seasonal multiple dwellings.
  - iii. Dwellings that have been certified to be free of lead-based paint pursuant to N.J.A.C. 5:17-3.16(b) either after an abatement is completed or an evaluation has confirmed that there is no lead-based paint in the dwelling.
  - iv. Multiple rental dwellings that have been registered with the Department of Community Affairs for at least ten years and have no outstanding lead violations from the most recent cyclical inspection performed on the multiple dwelling under the “Hotel and Multiple Dwelling Law” (N.J.S.A. 55:13A-1). Cyclical inspections currently occur every five years in multiple dwellings.
    - (a) This means that all multiple dwellings constructed prior to 1978 and registered with the Department for at least ten years that have a certificate of inspection issued by the Department of Community Affairs, Bureau of Housing Inspection, are exempt from this requirement. A certificate of inspection means there are no outstanding violations.

## 2.05 Testing Requirements.

For nonexempt units, after the initial inspection, units shall be inspected pursuant to the following:

1. An inspection upon tenant turnover is not required if the owner has a valid lead-safe certificate;
2. Lead-safe certificates are valid for two years;
3. If the lead-safe certificate has not expired upon tenant turnover, the next inspection will be three years from the prior inspection.
4. If the lead-safe certificate has expired upon tenant turnover (i.e., more than two years after the issuance of the certificate, but before the three-year mark), an inspection is required upon tenant turnover;

5. An inspection upon tenant turnover will reset the three-year inspection requirement, or reletting of the dwelling, whichever event is first to occur;
6. If it is determined upon inspection that no lead-based paint hazards exist in a dwelling, the lead evaluation contractor or local enforcing agency shall certify the dwelling unit as lead-safe. The lead-safe certification is valid for a period of two years.

#### 2.06 Remediation of Lead-Based Paint Hazards

If lead-based paint hazards are found during an inspection, the owner of the dwelling unit shall remediate the lead-based paint hazard by using lead-based paint hazard control methods including interim controls or abatement, as outlined in this Ordinance

#### 2.07 Interim Controls.

- (A) Interim Controls are statutorily mandated measures designed to temporarily reduce human exposure to lead-based paint hazards.
- (B) Interim controls may also be appropriate if the housing unit is slated for demolition or renovation;
- (C) Interim control measures include the following:
  - i. Paint Stabilization:  
All deteriorated paint on exterior surfaces shall be stabilized in accordance with the HUD Guidelines.
  - ii. Smooth and cleanable surfaces:
    - (a) All surfaces, such as floors, stairs, and interior windowsills, that are rough, pitted, or porous shall be made smooth;
    - (b) Minor surface damage may be correctable by spackling and recoating. If more practical the area shall be covered or coated with plastic, sheet vinyl, linoleum, or another comparable material.

#### 2.08 Abatement.

- (A) If interim controls are unlikely to be effective, then abatement procedures shall be implemented.
- (B) All abatement work must be undertaken in accordance with the State regulations for Lead Hazard Evaluation and Abatement, which are described in N.J.A.C. 5:17;
- (C) Abatement:

- i. The removal of lead-based paint by mechanical methods. Acceptable procedures include wet scraping, wet sanding, and non-abrasive blasting;
- ii. Abatement constitutes the systematic removal of any building component which contains a lead- based paint hazard.
  - (a) New components shall not be brought into the working area until all dust-generating activity is completed and has been cleaned to ensure the new component is not exposed to lead hazards.
- iii. Required procedures include enclosing lead-based paint hazards behind other materials.
  - (a) Drywall, fiberboard, or its functional equivalent may be used for interior wall enclosures; moisture-resistant greenboard shall be used in damp areas.
  - (b) Old flooring must be covered with one-half inch or thicker plywood before any other floor covering is added.

## 2.09 Post Remediation Inspection.

- (A) After remediation, whether through interim controls or abatement, the municipality or lead evaluation contractor shall perform an additional inspection within 60 days of the initial periodic lead-based paint inspection to conclude there are no other lead-based paint hazards.
- (B) Upon reinspection of remediated dwellings, using interim controls, if it is determined that no lead-based paint hazards are found, the municipality or inspector shall certify the dwelling to be lead safe pursuant to P.L.2021, c.182. The certificate will be valid for two years.
- (C) Pursuant to N.J.A.C. 5:17-9.1, post abatement results and the receipt of the lead abatement clearance certificate, issued at the final clearance inspection shall exempt the dwelling from future inspections pursuant to P.L.2021, c.182.

## 2.10 Recordkeeping and Investigations.

- (A) Municipal Record Keeping:
  - i. The Borough shall maintain records of all rental dwellings, their inspection schedules, and whether a lead-based paint hazard exists.
  - ii. The Borough shall also maintain a copy of any lead- safe certificates as Municipal Public Record.
- (B) Municipal Investigations:



- i. Failure to comply with the requirements of P.L.2021, c.182, shall result in the issuance of penalties.
- ii. If a property owner has failed to comply with the requirements of this Ordinance, the property owner shall be given 30 days from the date of the determination to cure any violation by either obtaining a new inspection or by initiating remediation.
- iii. If the violations are not remediated within 30 days, the owner shall be subject to a penalty not to exceed \$1,000 per week until the required inspection has been conducted or remediation efforts have been initiated. Remediation efforts are considered initiated when the owner has hired a lead abatement contractor or other qualified party to perform lead-hazard control methods.

(C) Department of Community Affairs Investigations:

- i. The Department of Community Affairs, is authorized to conduct investigations and issue penalties against a municipality for its failure to comply with the requirements of P.L.2021, c.182.

## 2.11 Inspection Schedule

- a. Notice: Whenever my rental dwelling unit is scheduled for a change in its occupancy, the then current owner shall provide written notice to the rental inspection officer that an inspection is needed at least 20 days prior to the scheduled change.
- b. Time for Inspections: All inspections and reinspections shall take place within ten working days of the requested inspection. Inspection fees shall be paid prior to the inspection. No inspections or reinspections shall take place unless all fees are paid. Scheduled inspections or reinspections may be canceled by the township unless the completed application and required fees have been received by the township at least 24 hours prior to the scheduled inspection or on the last working day prior to the scheduled inspection. Every inspection where the landlord, tenant, owner, or agent has failed to provide access for inspection shall be deemed a failed inspection.

## 2.12 Fees.

Notwithstanding any other fees due pursuant to this Chapter, the following fees shall be paid:

- a. Certification Submission and Administrative Fee.

The Borough shall not permit the dwelling owner or landlord to hire a private lead evaluation contractor who is certified to provide lead paint inspection services by the Department of Community Affairs to satisfy the requirements utilizing the services of Certified Lead Paint Inspection.

- b. The Borough shall retain and dispatch Certified Lead Based Paint Inspectors who shall be responsible for inspection for all rental units per this Ordinance.
- c. Fees for inspections: Lead-Based Paint Inspection: In addition to the General Inspection fees due pursuant to this section, an Inspection fee in the amount of \$200.00 shall be paid for each Lead-Based Paint inspection. Additionally, an Administrative Fee of \$40 shall be collected along with a fee of \$20 to be collected and tendered to the Lead Hazard Control Assistance fund.

### 2.13 Certificate.

A copy of the Lead Safe Certificate is attached hereto and incorporated herein as if set forth in its entirety.

BE IT FURTHER ORDAINED, Chapter 275-74, Certificates of Occupancy, is hereby rescinded in its entirety, and is replaced with the following title:

### CHAPTER 207, ARTICLE III- CERTIFICATES OF OCCUPANCY AND RESALE/RENTAL CERTIFICATES

BE IT FURTHER ORDAINED, Chapter 207, Article III shall include the following provisions:

### 3.01 Definitions.

As used in this section, the following terms shall have the meaning indicated:

#### CERTIFICATE OF OCCUPANCY

A documents issued by the Building Inspector, to the owner of a new building, home, or residential structure, which (1) the completed project meets the conditions of the construction permit, (2) has obtained and conforms to all prior approvals and has been constructed substantially in accordance with the building code(s) and with those portions of the plans and specifications controlled by the code(s) (3) all required fees have been paid in full (4) all necessary inspections have been completed and the completed project meets the requirements of the building code(s) (5) all protective devices and equipment required to be installed buy the building code(s) are operational as required by the building code(s).

#### DWELLING HOUSE AND UNIT

Includes but is not limited to any one or more family dwelling structure, all apartments, or portions of apartments in any apartment house or residential structure and all rooms in a

motel, hotel, and/or other place of public accommodation. The term shall also include a unit in a condominium or cooperative.

#### PERSON

Any individual, partnership, firm, corporation, holding company, foreign corporation, limited-liability company or any other entity, whether or not incorporated in this or any other state or country, including any real estate broker or real estate agent or any representative or employee of the foregoing.

#### OCCUPANT

As used in this section, the word “occupant” refers to any person or entity that desires to act as the primary resident, licensee, tenant, subtenant, lessee, sublessee, or the person who in any way permits occupancy of any portion of real property for remuneration of any kind.

#### RESALE/RENTAL CERTIFICATE

Document issued by the Building Inspector to a person regarding an existing building, home or residential structure which all necessary inspections have been completed and the completed project meets the requirements of the regulations, which is not a newly constructed dwelling, but will have new occupants, tenants, or owners.

### 3.02 Applicability.

#### A. Certificate of Occupancy / Resale or Rental Certificate:

No property owner and/or Landlord shall authorize resale occupancy or rent, leave, sublet, or permit residual stay, pursuant to a Tenancy or a use and occupancy, transfer title to a new owner, new co-tenants, or a new co-owner, in any new or previously constructed residential dwelling unit or structure within the Borough of Cresskill unless that person or entity shall have first obtained either a Certificate of Occupancy, or Resale and/or Rental Certificate.

#### B. If a demolition permit is issued the Building or Structure shall remain unoccupied.

### 3.03 Non-Residential Occupancy

The provision of Section 1.02(A) herein, shall also apply to any nonresidential leases, transfer of title, etc., or by any other use not specifically enumerated herein.

### 3.04 The foregoing requirements in Section 1.0 and 2.0 shall be in effect whether the occupancy, rental lease, or transfer of title is temporary, seasonal, or permanent, lack of consideration does not exempt the person or entity from complying with this Ordinance.

### 3.05 A. No rental or Lease shall be less than thirty (30) days;

#### B. All residents and nonresidential property owners are subject to enforcement pursuant to this this Ordinance and also subject to the provisions of the International Property Maintenance Code (ICC).

### 3.06 Procedure

- A. New Construction.  
Certificate of Occupancy shall only be issued when either there is newly constructed building addition or for new construction.
- B. Resale or Rental of Existing Structure.  
Every property owner or Landlord as a condition to resale or rental, shall request and obtain from the Construction Official, an "Inspection Certificate" and not a Certificate of Occupancy.
- C. This section shall apply to each and every residential structure as described herein and to each and every dwelling unit as described herein within the Borough and shall include all single and multiple dwellings and premises on which a building is located and is used for human occupancy.
  - i. Rooming houses exempt. Licensed rooming houses that are annually examined and licensed by the Borough shall be exempt from the rental portions of this section only, provided that they keep an accurate register giving true names and addresses of all persons occupying any rooms for any period of time.
  - ii. Effect on other municipal ordinances. Nothing contained in this section shall exempt any of the dwelling or buildings or parts of buildings covered by this section from full and complete compliance with any other provisions of any other ordinance or ordinances of the Borough of Cresskill, as the same may be applicable.

3.07 The recipient of an Inspection Certificate shall permit the occupancy of a dwelling unit by a Tenant, not previously occupying the respective dwelling unit.

3.08 An Inspection is required for the issuance of the "Inspection Certificate" which shall be conducted within ten (10) days after receipt of the written request and payment of fees by the Owner or Landlord.

- 3.09 A. Inspection Certificates shall not be required within six (6) months after the issuance of a Certificate of Occupancy for a new dwelling unit, unless the dwelling unit is sold within twelve months from the issuance of the Certificate of Occupancy; or
- B. When a new Lease is tendered to an existing tenant, or is deemed a Statutory holdover tenant, an Inspection Certificate shall not be required.

3.10 Application for Certificate.

- A. Prior to the rental, transfer of title or occupancy of any dwelling house or houses, or any other dwelling unit or units provided for in this section, application for a Certificate of Occupancy, resale and/or Rental Certificates, permitted occupancy shall be made, in writing to the Construction Official of the Borough of Cresskill by that person, persons, firm or corporation, agent, or representative, as set forth in Subsection herein, and consent shall be given therewith unto the Construction Official to enter upon and examine the dwelling house or houses and dwelling unit or units and the building or buildings wherein the same may be situated, for which the application is applied for.
- B. All applications for certificates defined herein, shall be made in writing and shall state the name and address of the owner of the dwelling house or houses, the dwelling unit or units, and the building or structure wherein the units are situated; and the name and address of the owner-occupant or tenant-occupant or any other occupant of the same structure; and also the name and address, if a sale or transfer of title, of the seller, transferor, buyer and the new proposed owner-occupant or any other purpose occupant; and shall further state the name and address of the renting or sales agent, if any, and shall describe the premises to be occupied, including the street address, and a designation of the portion or portions of the premises or structures for which the specific application is being made and the specific room or rooms in the premises to be occupied for sleeping purposes and the number of persons to occupy each sleeping room.

### 3.11 Inspections.

Permits and approvals are required for any recent construction and all open permits must be deemed “closed” before an Inspection Certificate inspection may be scheduled.

- A. The Building Inspector or his agent shall conduct an inspection of the premises to ensure compliance with applicable municipal ordinances and rules and regulations affecting the use and occupation of all such dwellings including but not limited to, houses and multi-family structures. The inspection shall also require compliance with, but not limited to, the following regulations:
  - i. Furnace/Boiler Flue Connections: properly sealed vent connectors at chimney
  - ii. Water Heater/Mechanical Equipment: require a permit to replace and must have an inspection with an approved sticker affixed to the exterior of the unit.
  - iii. Sump Pumps: must be discharged to the exterior and cannot be attached to sanitary sewer line.
  - iv. Anti-Tip Brackets: must be installed on kitchen stoves if required by the manufacturer.
  - v. Kitchen Hood/Microwave Exhaust Ducts: must be rigid, not flexible, where required by the manufacturer.
  - vi. All Electrical Outlets/Switches/Junction Boxes/Panels: must be properly covered, no wires exposed or hanging.

- vii. Lamp Cords: cannot be used on fixed appliances (e.g. garage openers, wall-installed A/C Units).
  - viii. Handrails: must be installed on four or more risers.
  - ix. Guards must be installed on landings 30 inches above floor/grade and on open basement stairs.
  - x. Garage Walls/Ceilings adjacent to dwelling must be sheet rocked.
  - xi. Pool/Pool Gates and Fencing: there can be no deviation from original fence installation, gates must swing out, be self-closing, and latching, and have latches 54 inches above grade, aboveground pools in non-fence compliant yards must be 48 inches high with code compliant ladders. "Exterior hot tubs shall have approved latches or conform to all Municipal and State Building and Codes).
  - xii. Lawn and Bushes must be neatly trimmed
- B. No Certificates of Occupancy, Resale, and/or Rental Certificate permitting occupancy shall be issued unless there is full and complete compliance with all of the foregoing, unless otherwise specified, in writing, by the Construction Official or his designee.
- C. The fee for such inspection shall be the below, payable to the Borough of Cresskill. Twenty-five dollars shall be remitted to the Construction Official upon verification of inspection and issuance of a certificate of occupancy.

Requests made more than 10 business days prior to inspection: \$50.00  
Between 4-10 business days prior to inspection: \$75.00  
Less than 4 business days prior to inspection: \$125.00  
Re-inspection fee (if the first inspection should fail): \$50.00

### 3.12 Borough's Responsibility.

THE INSPECTION IS VISUAL ONLY. IT SHALL NOT BE CONSIDERED A UCC BUILDING INSPECTION AND IS NOT AND SHALL NOT BE DEEMED A GUARANTEE OR WARRANTY OF ANY KIND.

### 3.13 Violations and Penalties.

- A. Any person, persons, partnership, firm, corporation, holding company, foreign corporation, limited-liability company or any other entity, whether or not incorporated in this or any other State or Country, including any real estate broker, or real estate agent, or any representative or employee of any of the foregoing, who in any manner knowingly fails to fully comply with the terms and requests of this Ordinance and who is part of any transaction resulting in the violation(s) of any of the within section shall be deemed to have violated this Ordinance and is subject to the penalties stated herein for violation of the Ordinance, unless and until a Certificate of Occupancy, Resale, and/or Rental Certificate permitting occupancy as described herein have been issued.

- B. All Violations of this section by any person or persons, partnership, for or corporation or any agents or representatives, as provided herein, whether the person is the owner of the premises the agent of any party or the tenant or the occupant or occupants, shall be deemed separate and distinct violations for each and every day that said violations may continue, and all parties violating this Ordinance shall be deemed jointly and severally liable for any and all such violations. For each and every violation committed, in violation of this section, violators shall be subject to penalty of not less than \$1,000.00 per day, per each violation.

3.14 Issuance by Construction Official or his Agent; fees.

A Certificate of Occupancy, or Inspection Certificate for Resale, and/or Rentals shall permit occupancy under the terms of this Ordinance, and shall only be issued by the Construction Official, without the necessity of approval by the governing body of the Borough of Cresskill. The fee for issuance of such certificate, as provided herein as follows:

- |    |   |          |
|----|---|----------|
| A. | requests made more than 10 business days prior to inspection: | \$ 50.00 |
| B. | Between 4-10 business days prior to inspection:               | \$ 75.00 |
| C. | Less than 4 business days prior to inspection:                | \$125.00 |
| D. | Re-Inspection fee (if the first inspection should fail):      | \$ 50.00 |

All fees and penalties noted herein may be modified by Resolution.

3.15 Compliance with Ordinances required.

All buildings or structures or dwelling houses or dwelling units for which application shall have been filed pursuant to this Ordinance shall fully comply with all other Municipal Ordinances and/or requisite Municipal requirements for the structures or units. The Construction Official or his designee shall be required to specify the corrections to be made to the premises for the Certificate to be issued.

3.16 Notification when Inspection may be made.

All owners or renting agents of real estate or person or persons applying for a Certificate, as provided herein, shall advise the Construction Official of a reasonable time or times that the inspection may be made and have someone present to assist and provide entry for the inspection purposes. The Construction Official shall issue or deny the Certificate within 10 working days after entry is provided, if the property is compliant with this Ordinance, the Construction Code Official shall issue the appropriate the Certificate.

3.17 Compliance with procedures required.

No tenant, owner or occupant shall sublease, sublet, transfer title (except as provided herein), permit the use or the occupancy of the dwelling house, dwelling unit, swimming pool, or structure provided for herein without following the procedures set forth and required by this

Ordinance, nor shall any real estate broker or agent or representative of any of the foregoing permit any violation of this section.

### 3.18 Lead Based Paint Certificates and Inspections.

Inspections for lead-based paint in rental dwelling units shall be governed by the standards set forth in N.J.S.A. 52:27D-437.1 et seq., and N.J.S.A. 55:13A-1 et seq. A dwelling unit in a single-family, two-family, or multiple rental dwelling shall not be subject to inspection and evaluation for the presence of lead-based paint hazards if the unit:

- A. has been formally certified to be free of lead-based paint;
- B. was construction during or after 1978;
- C. is in a multiple dwelling that has been registered with the Department of Community Affairs as a multiple dwelling for at least 10 years, either under the current or a previous owner, and has no outstanding lead violations from the most recent cyclical inspection performed on the multiple dwelling under the "Hotel and Multiple Dwelling Law," P.L. 1967, c.76 (C.55:13A-1 et seq.)
- D. is a singly-family or two-family seasonal rental dwelling which is rented for less than six months duration each year by tenants that do not have consecutive lease renewals.

### 3.19 Required Inspections:

- A. General Inspection: the owner, landlord and/or agent of every rental dwelling unit offered for rent shall be required to have an inspection of the facility done by the lead inspection officer prior to the rental thereof. The rental inspection officer shall inspect every rental dwelling unit prior to any occupancy or re-occupancy of the dwelling.
- B. Lead-Based Paint Inspection: The Owner, landlord and/or agent of every single-family, two-family, and/or multiple dwelling unit offered for rental shall be required to obtain an inspection of the unit for lead-based paint hazards every three years, or at tenant turnover, whichever is earlier.

### 3.20 Notice.

Whenever any rental dwelling unit is scheduled for a change in occupancy, the then current owner shall provide written notice to the rental inspection officer that an inspection is needed at least 20 days prior to the scheduled change.

### 3.21 Time for Inspections.

All inspections and reinspection shall take place within ten working days of the requested inspection. Inspection fees shall be paid prior to the inspection. No inspections or reinspection shall take place unless all fees are paid. Scheduled inspections or reinspection may be canceled by the Borough at least 24 hours prior to the scheduled inspection or on the last working day prior to



the scheduled inspection. Every inspection where the landlord, tenant, owner or agent has failed to provide access for inspection shall be deemed a failed inspection.

### 3.22 Fees for Inspection; Lead-Based Paint Inspections.

In addition to the General inspection Fees due pursuant to this section, an additional fee in the amount of \$200.00 shall be paid for each lead-based paint inspection, plus the State fee of \$20.00. Alternatively, a dwelling owner or landlord may directly hire a private lead evaluation contractor who is certified to provide lead paint inspection services by the Department of Community Affairs to satisfy all statutory and regulatory requirements, in which case no additional Lead-Based Paint Inspection fee shall be paid, in this case an administrative fee of Forty Dollars (\$40.00) shall be collected along with the Twenty Dollar (\$20.00) State Fee, deposited to the Lead Hazard Control Assistance Fund.

SEVERABILITY. If the provisions of any article, section, subsection, paragraph, subdivision, or clause of this ordinance shall be judged invalid in whole or in part or as applied to any particular circumstance or individual by a court of competent jurisdiction, such order of judgment shall not effect or invalidate the remainder of any article, section, subsection, paragraph, subdivision, or clause of this ordinance.

REPEALER. All ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed as to such inconsistencies only.

EFFECTIVE DATE. This ordinance shall take effect immediately upon final passage and publication as required by law.