

**TOWNSHIP OF WESTAMPTON**

**ORDINANCE OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF  
WESTAMPTON AMENDING AND SUPPLEMENTING CHAPTER 180  
OF THE TOWNSHIP CODE**

**ORDINANCE NO. 5-2024**

**WHEREAS**, the Township maintains existing regulations regarding property maintenance found under Chapter 180 entitled "Property Maintenance";

**WHEREAS**, pursuant to P.L. 2021, c.182, all municipalities are now required to inspect every single-family, two-family, and multiple rental dwelling built prior to 1978 and located within the municipality at tenant turnover for lead-based paint hazards; and

**WHEREAS**, it is in the best interests of the residents of the Township of Westampton to amend the Township Code at this time to require inspections for lead-based paint in residential rental dwellings to conform with New Jersey State law;

**NOW THEREFORE BE IT ORDAINED** by the Committee of the Township of Westampton, in the County of Burlington and State of New Jersey that:

**SECTION 1.** Chapter 180 shall be amended to add Article II entitled "Lead-Based Paint Inspections." which shall read as follows:

Article II. Lead-Based Paint Inspections.

§180-6 Definitions.

**Dust Wipe Sampling** -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 and conducted pursuant to N.J.A.C. 5:28A-2.3.

**Lead Abatement** - Measures designed to permanently eliminate lead-based paint hazards in accordance with standards established by the Commissioner of Community Affairs in compliance with standards promulgated by the appropriate federal agencies.

**Lead Evaluation Contractor** -A person certified by the New Jersey Department of Community Affairs to perform lead inspection and risk assessment work pursuant to N.J.A.C. 5:171.1 et seq.

**Lead-based Paint Hazard** - Any condition that causes exposure to lead from lead-contaminated dust or soil or lead-contaminated paint that is deteriorated or present in surfaces that would result in adverse human health effects.

**Tenant turnover** - 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** - A visual examination for deteriorated paint or visible surface dust, debris, or residue, including XRF (X-ray fluorescence) analysis.

§180-6 Inspections.

A. A Lead Evaluation Contractor retained by the Township shall inspect every single-family, two-family, or multiple rental dwelling located in the Township of Westampton for lead-based paint hazards through visual assessment and dust wipe sampling in accordance with N.J.S.A. 52:27D-437.1 et seq.

B. In lieu of having the dwelling inspected by the Township's Lead Evaluation Contractor, 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 perform the lead-based paint inspection in accordance with N.J.S.A. 52:27D-437.1 et seq.

C. In accordance with N.J.S.A. 52:27D-437.16(c), 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:

(1) Has been certified to be free of lead-based paint;

(2) Was constructed during or after 1978;

(3) Is in a multiple dwelling that has been registered with the Department of Community Affairs as a multiple dwelling for at least ten (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.);

(4) Is a single-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; or

(5) Has a valid lead-safe certification (Lead-safe certifications are valid for two years from the date of issuance pursuant to N.J.A.C. 5:28A-24.)

D. The owner, landlord and/or agent of every single-family, two-family, or multiple rental dwelling unit offered for rental shall be required to obtain an inspection of the unit for Lead-based Paint Hazards no later than July 22, 2024, or upon a tenant turnover after the effective date of this Ordinance, whichever is earlier.

E. The owner, landlord, and/or agent of every single-family, two-family, or multiple rental 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.

F. If lead-based paint hazards are identified, then the owner, landlord, and/or agent of the dwelling shall remediate the lead-based paint hazard using lead abatement or lead-based control methods in accordance with N.J.S.A. 52:27D-437.16(d).

G. If no lead-based paint hazards are identified, then the Township's Lead Evaluation Contractor shall certify the dwelling as lead-safe on a form prescribed by the Department of Community Affairs, which shall be valid for two years.

H. Pursuant to N.J.S.A. 52:27D-437.16(e), property owners shall:

- (1) Provide evidence of valid lead-safe certification and the most recent tenant turnover at the time of the inspection.
- (2) Provide evidence of a valid lead-safe certification obtained pursuant to this Section to new tenants of the property at the time of tenant turnover unless not required to have had an inspection by a Lead Evaluation Contractor or permanent local agency pursuant to §116-35(C).
- (3) Maintain records of lead-safe certification, which shall include name(s) of the unit tenant(s), if inspection was conducted during a period of tenancy.

I. Fees.

- (1) The fee for a visual inspection and dust wipe sampling inspection performed by the Township's Lead Evaluation Contractor shall be based on the Township's actual costs following a procurement by the Township of a certified Lead Evaluation Contractor and may vary based on the square footage and number of bedrooms in a rental unit and a separate Township administrative fee for every dwelling unit inspected by the Township's Lead Evaluation Contractor or the owner's private lead evaluation contractor.
- (2) In accordance with N.J.S.A. 52:27D-437.16(h), an additional fee of \$20.00 per dwelling unit inspected by the Township's Lead Evaluation Contractor or the owner's private lead evaluation contractor shall be assessed for the purpose of the Lead Hazard Control Assistance Act, unless the owner demonstrates that the Department of Community Affairs has already assessed an additional inspection fee of \$20.00. The fees collected pursuant to this subsection shall be deposited into the Lead Hazard Control Assistance Fund.
- (3) In a common interest community, any inspection fee charged pursuant to this subsection shall be the responsibility of the unit owner and not the homeowners' association, unless the association is the owner of the unit.

§180-7 Violations.

Penalties for violation of this Article shall be as follows:

A. If a property owner has failed to conduct the required inspection or initiate any remediation as required by N.J.S.A. 52:27D-437.1 et seq. the owner shall have 30 days to cure the violation.

B. If a property owner fails to cure the violation after 30 days, the property owner shall be subject to a penalty not to exceed \$1,000.00 per week until the required inspection has been conducted or remediation efforts have been initiated.

C. Remediation efforts shall be considered to be initiated when the unit owner/landlord or agent has hired a Lead Abatement Contractor or otherwise qualified party to perform Lead-hazard Control Methods.

**SECTION 2.** Chapter 180, is hereby amended to create Article 1 and renumbering Sections 1-4 under Article 1.

**SECTION 3.** If any section, paragraph, subsection, clause, or provision of this Amendment shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provisions so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective;

**SECTION 4.** If any ordinances or parts thereof are in conflict with the provisions of this Ordinance those provisions shall be repealed to the extent of such conflict.


**SECTION 5.** This Ordinance shall take effect upon passage and publication in accordance within applicable law.

The Township Committee hereby declares that all Ordinances and parts of Ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.


<b>Roll Call Vote -Upon Introduction – 02/20/2024</b>						
<b>Committee Member</b>	<b>Introduced</b>	<b>Seconded</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Burkley			X			
Carr			X			
Mayor Henley			X			
Mungo	X		X			
Wright		X	X			

<b>Roll Call Vote – Upon Adoption – 03/05/2024</b>						
<b>Committee Member</b>	<b>Introduced</b>	<b>Seconded</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
Burkley						X
Carr		X	X			
Mayor Henley			X			
Mungo	X		X			
Wright						X

Adopted upon final reading on March 5, 2024

  
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 Mayor Sandy Henley

Attest

  
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 Wendy Gibson, Township Clerk