

**ORDINANCE NO. 2024-10**

**AN ORDINANCE OF THE TOWN OF HACKETTSTOWN  
AMENDING ARTICLE 9 IN CHAPTER 7  
ESTABLISHING LEAD PAINT INSPECTION PROCESS  
FOR RESIDENTIAL RENTAL UNITS TO PROVIDE FOR INSPECTIONS TO BE  
CONDUCTED BY A THIRD PARTY VENDOR**

**WHEREAS**, the Mayor and Common Council of the Town of Hackettstown adopted Ordinance 2023-08 which sets forth a process pursuant to which the Town of Hackettstown will provide for lead paint inspections for certain qualifying residential units; and

**WHEREAS**, since the adoption of Ordinance 2023-08, the Town of Hackettstown awarded a contract for professional services in accordance with N.J.S.A. 19:41A-20.4 et seq, to LEW Environmental Services to perform the lead paint evaluation services on residential rental properties on behalf of the Town; and

**WHEREAS**, the Mayor and Common Council is now desirous to amend Ordinance 2023-08 to provide that these services will be performed by a third party Lead Evaluation Contractor and include an updated fee schedule.

**NOW THEREFORE BE IT ORDAINED** that the Town Council of the Town of Hackettstown hereby amends Article 9 ("Lead Based Paint Inspections") Section 7-103 Fees to read as follows:

**Chapter 7. Building Regulations  
Article 9. Lead Based Paint Inspections**

**§ 7-101 Definitions.**

For the purpose of this ordinance, the following terms, phrases, words and their derivations shall have the following meaning:

**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.

**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.

**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.

**Visual Assessment** - A visual examination for deteriorated paint or visible surface dust, debris, or residue.

**Tenant turnover** - The time at which all existing occupants vacate a dwelling unit and all new tenants move into the dwelling unit.

### **§7-102 Inspections.**

A. A lead evaluation contractor retained by the Town shall inspect every single-family, two-family, or multiple rental dwelling located in the Town of Hackettstown 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. every three years or at tenant turnover.

B. In lieu of having the dwelling inspected by the Town's lead evaluator, 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.
- 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 every three years, or at tenant turnover, whichever is earlier.
- E. 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). Upon the remediation of the lead-based paint hazard, the Town's lead evaluation contractor shall conduct an additional inspection of the unit to certify that the hazard no longer exists.
- F. If no lead-based paint hazards are identified, then the Town's lead evaluator shall certify the dwelling as lead-safe on a form prescribed by the Department of Community Affairs, which shall be valid for two years.
- G. Pursuant to N.J.S.A. 52:27D-437.16(e), unless not required to have had an inspection by a lead evaluation contractor or permanent local agency pursuant to §7-102C of this Chapter, property owners shall:
  1. Provide evidence of valid lead-safe certification and the most recent tenant turnover at the time of the cyclical inspection carried out under the Hotel and Multiple Dwelling Law, N.J.S.A. 55:13A-1 et seq.;
  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 §64- 2C of this chapter.
  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.

**§ 7-103 Fees.** The fees for a lead-based paint inspection shall be as follows:

- A. The fee for visual assessment and dust wipe sampling is \$295.00 per unit and performed by LEW Environmental Services.
- B. XRF Lead Inspection: \$150.00 per unit (added to the Dust Wiping Sampling). Performed LEW Environmental Services. XRF Inspection is available to the requesting party as an add-on to the Dust wipe sampling. An XRF inspection will allow a dwelling unit to be certified lead-based paint free and become exempt from the regulation in the future. A Lead-Free Certificate will only be issued if no lead-based paint is found
- C. The fee for the filing of a lead-safe certification or lead-free certification shall be \$25.00.

- D. In a common interest community, any inspection fee charged shall be the responsibility of the unit owner and not the homeowners' association, unless the association is the owner of the unit.
- E. In accordance with N.J.S.A. 52:27D-437.16(h), an additional fee of \$20.00 per dwelling unit inspected by the Town's lead inspector or the owner's private lead inspector shall be assessed for the purposes of the Lead Hazard Control Assistance Act (N.J.S.A. 52:27D-437.1 et, seq.) unless the unit 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.
- F. Re-inspection/clearance - \$295.00 per unit.

**§ 7-104 Violations and Penalties.** Penalties for violation of this chapter 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 per week until the required inspection has been conducted or remediation efforts have been initiated.

**BE IT FURTHER RESOLVED** that the ordinance shall take effect upon publication and adoption as required by law.

INTRODUCED:

ADOPTED:

Attest:

P.J. Reilly  
Town Clerk/Administrator

Jerry DiMaio, Mayor