

MAPLE SHADE TOWNSHIP

ORDINANCE NO. 2023-03

AN ORDINANCE CREATING CHAPTER 154 “RENTAL PROPERTIES” OF THE MAPLE SHADE TOWNSHIP CODE

WHEREAS, N.J.S.A. 40:48-2 et. seq. provides in relevant part that a municipality may make, amend, repeal and enforce ordinances not contrary to the laws of this state or of the United States, as it may deem necessary and proper for the good government, order and protection of persons and property, and for the preservation of the public health, safety and welfare of the municipality and its inhabitants; and

WHEREAS, N.J.S.A. 40:48-2.12a provides in relevant part that the governing body of any municipality may make, amend, repeal and enforce ordinances to regulate buildings and structures and their use and occupation to prevent and abate conditions therein harmful to the health and safety of the occupants of said building and structures and the general public in the municipality; and

WHEREAS, N.J.S.A. 40:48-2.12c provides in relevant part that any ordinance adopted pursuant to this act may provide for registration of the Owners and management of every building and structure in the municipality which is occupied by two or more families as tenants of the Owner or lessor; and

WHEREAS, N.J.S.A. 40:48-2.12f provides in relevant part that any ordinance adopted pursuant to this act may also provide that the municipality may abate a nuisance, correct a defect, or put the premises in proper condition so as to comply with the requirements of any municipal ordinance or state law applicable thereto, at the cost of the Owner or lessor, and expend municipal funds for such purpose and charge the same against the premises, and the amount thereof as determined by the governing body of the municipality shall be a lien against the premises; and

WHEREAS, N.J.S.A. 40:48-2.12m authorizes a municipality to adopt an ordinance requiring a landlord to obtain a certificate of occupancy or inspection before re-renting an apartment to a new occupant. After an apartment is inspected by a municipal inspector, the municipality would issue a certificate of inspection or occupancy if the apartment meets the standards required by law. The municipality may charge a fee to fund the costs of the inspections and the issuance of the certificates; and

WHEREAS, N.J.S.A. 40:48-2.12n sets forth the findings of the Legislature that municipal residents have experienced disturbances, damage and public expense resulting from carelessly granted and inadequately supervised rentals to irresponsible tenants by inept or indifferent landlords; that to preserve their peace and tranquility it is necessary and desirable that those communities have adequate means to curb and discourage those occasional excesses arising from irresponsible rentals; and that municipal governing bodies may take effective action to assure that excesses, when they occur, shall not be repeated, and that landlords be held to sufficient standards of responsibility; and

WHEREAS the Township Council finds and declares that the Chapter 152 Property Maintenance Code, Hotel and Multiple Dwelling Code, and the International Property Maintenance Code sets

minimum standards for safety and habitability and the continued occupancy of Rental Units in order to protect the public health, safety and welfare. Minor violations of these Codes shall not prevent the continued occupancy of a Rental Unit; and

WHEREAS, Township Council finds and declares that a registration and inspection process for Rental Units is a rational exercise of the municipal power to establish that each Rental Unit substantially complies with the standards set forth in the Chapter 152 Property Maintenance Code, Hotel and Multiple Dwelling Code, and the International Property Maintenance Code in order to insure the safety and habitability of each residential Rental Unit.

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Maple Shade, County of Burlington as follows:

Section 1. The Township Council hereby adopts New Township Code Chapter 154 entitled “Rental Properties” as follows:

§ 154-1 Subject Properties and Exceptions

- A.** All residential properties containing up to 4 Rental Units and all Commercial Rental Properties or Units shall comply with the requirements of this Chapter. Residential units occupied by the property Owner or an immediate family member of the Owner must comply with the registration requirements and regulations but not the inspection requirements of § 154-5.
- B.** These regulations shall not apply to hotels, motels, and bed and breakfast properties which are consistently occupied by guests or tenants for less than 30 successive days.
- C.** The registration requirements of this Chapter shall not apply to multi-family dwellings of more than 4 units subject to the Hotel and Multiple Dwelling Code.

§ 154-2 Definitions.

As used in Chapter 154, the following terms shall have the meanings indicated:

AGENT or MANAGING AGENT

The individual or individuals designated by the Owner as the person(s) authorized to perform any duty imposed upon the Owner by this Chapter.

CERTIFICATE OF INSPECTION

The document issued by the Township Rental Coordinator attesting that the rental unit (residential or commercial) has been properly inspected in accordance with this Article.

DWELLING UNIT

Any room or rooms or suite or apartment, cottage bungalow, hotel, whether furnished or unfurnished, which is occupied or intended, arranged or designed to be occupied for sleeping or dwelling purposes by one or more persons, including, but not limited to, the Owner thereof or any of his/her agents or employees, and shall include all privileges, services, furnishings, furniture, equipment, facilities and improvement connected with use or occupancy thereof.

LICENSE

The license issued by the Housing Officer or designee attesting that the Rental Unit has been properly registered in accordance with this chapter.

LICENSEE

The person to whom the license is issued pursuant to this chapter. The term "licensee" includes within its definition the term "Agent," where applicable.

OWNER

Every person, entity, Landlord, or mortgagee, who alone or severally with others:

- (a) Has legal or equitable title to any rental dwelling, dwelling unit, Rental Facility, Rental Unit, mobile dwelling unit, building, structure, parcel of land, Vacant or otherwise; or
- (b) Has legal care, charge or control of any Rental Property, Rental Unit, dwelling, dwelling unit, building, structure or parcel of land, Vacant or otherwise, in any capacity, including but not limited to, agent, executor, administrator, trustee or guardian of the estate of the holder of legal title; or
- (c) Is a mortgagee in possession of any such property, or is a mortgagee with actual control of access to the property by any means including, but not limited to, changing locks or putting on a lock box; or
- (d) Is an agent, trustee, or other person appointed by the courts and vested with possession or control of any such property.

The Property Manager shall not be considered the Owner.

PERSON

A natural person, association, corporation, firm, partnership, trust or other legal entity, or any combination thereof.

PROPERTY MANAGER

Any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

RENTAL PROPERTY

Any structure or portion of a structure within the Township of Maple Shade which is occupied by someone other than the Owner of the real estate for residential or commercial purposes for which the Owner receives any value or consideration, including but not limited to money, or the exchange of goods or services, regardless of the relationship between lessor and lessee, including but not limited to the following:

- (a) Residential – Dwelling Unit or Rental Unit
- (b) Commercial - Property, or unit within a property, located within the Township of Maple Shade.

RENTAL UNIT

Residential one-dwelling unit rental, including individual condominium units and two to four-dwelling-unit premises. In the case of a two, three or four-dwelling unit where the Owner or an immediate family member of the Owner occupies one of the units, that unit must comply with registration requirements but will not be subject to the inspection provisions of this Chapter. For the purposes of this chapter, any residential unit, one-dwelling unit or two, three or four-dwelling unit, where the unit is not occupied by the Owner of the property or an immediate family member, even if rent is not being charged or collected, shall be considered a Rental Unit.

TENANT

One or more persons to whom a Rental Property is leased or rented by the Owner. All children under 12 years of age shall be excluded from the term “tenant.”

§ 154-3 Registration

Without in any way intending to infringe upon the requirements of N.J.S.A. 46:8-28, all Rental Units and Rental Properties containing four (4) or less Rental Units shall file a Rental Registration application.

- A. All Rental Units within a rental property hereinabove defined shall be registered with the Housing Officer on application forms which shall be obtained from the Construction Office.
- B. Upon submission of a complete registration form and payment of the registration fee, the Township shall issue a license for each Rental Unit within a property. Upon receipt of the completed form and fee, the Township will schedule a timely inspection of the unit or units that are the subject of the registration. If the inspection results in a satisfactory rating, a Certificate of Inspection shall be issued. However, the Housing Officer may reinspect any Rental Unit at any time when he or she has reasonable grounds to believe that the unit is no longer in compliance with the property maintenance code or these regulations.
- C. No person or persons shall hereafter occupy any Rental Unit or Rental Property nor shall the Owner permit occupancy of any Rental Unit or Rental Property within the Township, unless it has been registered as per this Chapter and a Certificate of Inspection has been issued in accordance with this Chapter.

D. An Owner who has rented a Rental Unit to which a Rental License or Certificate of Inspection has not been issued, and who does so in good faith and without knowledge of the requirement that a Rental Unit must be registered and that a Certificate of Inspection is issued after an inspection, shall be supplied a written warning concerning the requirement of this Chapter and such Owner shall thereupon have a period of five (5) business days to comply with the registration of the Rental Unit in accordance with this Chapter. If the Owner does not comply then the unit shall be deemed in violation of this Chapter, and each and every day that the violation continues thereafter shall constitute a separate offense.

E. In the event that a Rental Unit or Rental Property is sold, assigned or transferred during the registration year, the Rental Registration, and Certificate of Inspection if it has been issued, shall be transferable to the new Owner.

1. An amended registration form shall be filed within twenty (20) days after any change in the information required to be included thereon. No fee shall be required for the filing of an amended registration form that updates Owner(s) information.

§ 154-4 Application information

Every application for registration on a Rental Unit or Rental Property shall be on the form provided by the Construction Office, and shall include the following information:

- A. The name, address, and telephone number of the record Owner(s) of the Rental Property. In the case of a partnership, this information shall be provided for all general partners. In the case of a corporation or LLC, this information shall be provided for the registered agent and all corporate officers.
- B. The name, address, and telephone number of the Agent of the Rental Property, if any.
- C. The name, address, and telephone number of the Property Manager of the Rental Property, if any.
- D. The name, address, and telephone number of every holder of a recorded mortgage on the premises.
- E. The address of the Rental Property or Rental Unit, whether the unit is residential or commercial, the exact number of Rental Units at that address, the number or letter designating each unit.
- F. For each Rental Unit that is residential:
 - a. The number of rooms used exclusively or primarily for sleeping contained within each residential unit.
 - b. The estimated square footage of each room used exclusively or primarily for sleeping.
 - c. A floor plan shall be attached to the registration form.
 - d. The number of occupants of each residential Rental Unit.

- G. Owner of a Rental Unit must provide a certificate of insurance in an amount of no less than \$500,000 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence.
- H. If fuel oil is used to heat the building and the landlord furnishes the heat in the building, the name and address of the fuel oil dealer servicing the building and the grade of fuel oil used.

§ 154-5 Inspections

- A. An inspection which results in an approval or satisfactory rating shall be for the earlier of a change in tenancy or one year from the date of issuance of the Certificate of Inspection. Such inspections shall be carried out in accordance with the following:
 - 1. Hotels and multiple dwellings as defined in N.J.S.A. 55:13A-3(j) and (k) – such properties shall be inspected by the Bureau of Housing Inspection of the State of New Jersey, Department of Community Affairs. A current, valid certificate of inspection issued by the State of New Jersey, Department of Community Affairs pursuant to the Hotel and Multiple Dwelling Act (N.J.S.A. 55:13A-1 et seq.) shall satisfy the requirements of this Chapter.
 - 2. Rental Units of four or less units – shall be inspected by the Housing Officer, or his/her designee, to determine compliance with Chapter 152, Hotel and Multiple Dwelling Code and International Property Maintenance Code.
- B. Each Residential Rental Unit shall be inspected at least once every twelve (12) month period.
- C. Each Commercial Rental Unit shall be inspected upon each change in Tenant.
- D. Inspections shall be performed by the Housing Officer or his/her designee. If a Rental Unit is not accessible for an inspection at the time scheduled by the Township, the Owner shall be subject to a fine of \$50. If a Rental Unit is not accessible for a scheduled inspection a third or subsequent times, an Owner shall be subject to the penalty provisions of §154-8 of this chapter.
- E. The Owner and Tenant shall give the Housing Officer or his/her designee free access to the Rental Unit(s) at all reasonable times, for the purpose of such inspections, examinations and surveys.
- F. Inspection disclosing unsatisfactory conditions.
 - 1. Unoccupied property. In the event that a Rental Unit does not pass inspection, such unit shall not be granted a Certificate of Inspection nor shall the Owner of the property or his or her Agent lease or rent such property, nor shall any Tenant occupy the property until the necessary repairs or corrections have been made so as to bring the property and Rental Unit into compliance with Chapter 152 of this Code, the Hotel and Multiple Dwelling Code, International Property Maintenance Code, and such ordinances, codes and regulations in effect at the time of the inspection. The fact that a unit has failed inspection shall not relieve the Owner of the obligation to register the property in accordance with this Chapter notwithstanding that the necessary repairs have not been made. However, no Certificate of Inspection shall be issued until such time as the

Housing Officer is presented with satisfactory evidence that the property has been reinspected and complies with the ordinances, codes and regulations referred to in this subsection.

2. Occupied property. Whenever the property is occupied by a Tenant at the time of the inspection and the Rental Unit does not pass inspection, said unit may continue to be occupied, provided that all such repairs or corrections are made within thirty (30) days of the original inspection, unless the nature of the deficiency and the applicable law upon which the inspection is made mandates a shorter time for repairs, in which event the shorter time shall govern.

G. The Housing Official shall reinspect the Rental Unit after the notice of violation has been served and the time has expired for correction of the violations. If the violation still exists after reinspection and the Housing Official deems that the Owner is making a good-faith effort to correct the violation, he or she may allow for further time and subsequent reinspection of the residential Rental Unit; alternatively, the Housing Officer shall file a complaint with the Municipal Court for enforcement of the applicable regulations and codes.

1. In the event that the conditions are not corrected within the time allotted, the Owner and any Tenant occupying the unit shall be deemed in violation of this Chapter, and each and every day that the violation continues thereafter shall constitute a separate offense.

H. Complaints

1. Within ten (10) days of receipt of a complaint alleging a reported violation of this Chapter, the Housing Officer shall conduct an investigation as hereinbefore provided.

2. No Owner, Agent, Property Manager, or Tenant shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Housing Officer for the purpose of inspection and examination pursuant to this Chapter. If the Owner, Agent, Property Manager, or Tenant denies entry, the Housing Officer or his/her designee shall obtain a search warrant in any court having jurisdiction.

3. The application for the search warrant shall state that access to the Rental Unit is required in order to enforce this Chapter and shall specify whether the desired inspection is a regular annual inspection or a special inspection in response to information received by the Township indicating the possible existence of a condition violation of this Chapter.

4. If no violation of this Chapter is found upon inspection, the Owner will not be charged with an additional inspection fee. If a violation is documented the Owner will be charged for both the complaint inspection and each follow-up inspection necessary to determine that the complaint has been rectified.

§ 154-6 Regulations for Residential Rental Units

- A.** No premises shall be operated or conducted as licensed premises hereunder which does not provide at least one single and separate lavatory for each four (4) sleeping rooms or fraction thereof.
- B.** The least horizontal dimensions of every sleeping room in licensed premises hereunder shall be not less than seven feet, and every such room shall have a floor area of not less than seventy (70) square feet for one occupant. An additional fifty (50) square feet shall be required for each additional occupant; provided however, that children under the age of three shall not be considered to be additional occupants.
- C.** Every bedroom shall have access to at least one water closet and one lavatory without passing through another bedroom. No such room shall be used for sleeping purposes which does not open to the outside of the building on a street, alley, yard or court; each such sleeping room shall have at least one window not less than eight square feet in area and one door for ingress and egress.
- D.** No basement, kitchen, garage, lobby, hallway or barn shall be used or occupied for sleeping purposes; no porches shall be so occupied unless the adjoining space or room is occupied by the same registrant, and then only if the cubic content and floor space thereof shall comply with all provisions of this Chapter.
- E.** No gas, coal or electric range or stove or any other apparatus or appliance shall be used for cooking or the preparation of food, or be installed, in any room or unit in any licensed premises which is occupied or is intended, arranged or designed to be occupied for sleeping purposes, nor shall any food be cooked, prepared or stored in any such room or unit.
- F.** Every Rental Property providing accommodations for persons on and above the third floor thereof shall be provided with some means of escape in the event of fire, other than one stairway leading to such accommodations.
- G.** Shall be provided with heating facilities capable of maintaining certain temperatures within the living area of the Rental Unit.
 - a.** Heat supply. Every Owner who has expressed or implied that heat will be furnished to the occupants thereof shall supply sufficient heat during the period from October 1 to April 30 to maintain the room temperature at no less than 65 degrees F. in all living areas of the Rental Unit(s) during the hours between 6:30a.m. and 10:30p.m. of each day and not less than 60 degrees R. during all other hours.
 - b.** Cooling supply. Owner(s) who have agreed to provide cooling facilities to their tenants shall be bound to such obligation. Failure of cooling facilities, mechanical, electrical or otherwise, shall not excuse a landlord's obligation to provide such facilities.
 - c.** Upon notice by the Housing Officer, the Owner shall be obligated to promptly repair the heating or cooling systems for the affected Rental Unit(s) affected by the failed system.

- d. In the event that any Owner fails to act in accordance with the requirements contained herein, the Housing Official has the authority to act immediately to protect the health and safety of the tenants if, following consultation with trained medical and/or emergency response personnel, it is determined that extreme hot or cold weather conditions exist which may present a danger to the health and safety of the Tenant. To this end, the Housing Official may either cause the repair of the failed system or provide for alternate temporary housing for the tenants of the Rental Unit(s) affected by the failed system. All expenses incurred by the Township pursuant to this Chapter shall be the responsibility of the Owner of the Rental Unit(s).

§ 154-7 Fees

An Owner or Agent of the Owner must pay fees in accordance with the following:

- A. Annual rental registration for each residential Rental Unit which includes administrative cost, annual inspection and one follow-up inspection, and Certificate of Inspection, an annual fee of \$100 per Rental Unit.
- B. Annual rental registration for each commercial Rental Unit, which includes administrative cost, an annual fee of \$25 per Rental Unit.
- C. Certificate of Inspection for commercial Rental Unit which includes administrative cost, initial inspection and one follow-up inspection and Certificate of Inspection, a fee of \$200 per change in Tenant.
- D. Complaint inspection fee of \$50 per Rental Unit
- E. Any additional reinspection required by the Housing Officer above what is included in the annual residential rental registration or Certificate of Inspection or any cancellation of an appointment for inspection on less than 48 hours' notice during the same year shall result in an additional charge of \$50 per inspection.
- F. If any fee is not paid within thirty (30) days of its due date, a late fee surcharge of \$25 will be assessed.
- G. No fee shall be required for units owned by the Township of Maple Shade or another governmental agency.

§ 154-8 Standards for Occupancy

- A. No person shall occupy a residential Rental Unit and no Owner shall permit the occupancy of a residential Rental Unit which has not been registered with the Township of Maple Shade, or where the Certificate of Inspection has been revoked or suspended, except as provided immediately below.
- B. Where the Certificate of Inspection has been revoked or suspended, the Housing Official shall make a determination whether continued occupancy of the residential Rental Unit is dangerous to the health and safety of the tenant or tenants, and shall permit continued occupancy

by the tenants in those cases where continued occupancy is determined not to be dangerous to their health and safety; provided, however, that if said unit is subsequently vacated, it may not be re-rented as long as the Certificate of Inspection has not been reinstated.

C. The maximum number of occupants shall comply with the International Property Maintenance Code of 2021 as it may be updated. The maximum number of occupants shall be posted in each residential Rental Unit. It shall be unlawful for an Owner to knowingly rent and a Tenant to knowingly occupy a residential Rental Unit with occupants that exceed the number allowed on the premises based on the available sleeping rooms or any modification made by the housing inspector on the basis of the size and layout of the unit.

D. It shall be unlawful for any person to reside in the premises whose name does not appear on the lease unless authorized by the tenant or tenants whose names appear on the lease.

E. The lease for each residential Rental Unit shall specify that the lease is subject to all provisions of Township ordinances.

§ 154-9 Violations

- A. Any person, firm, association or corporation violating any of the provisions of this Chapter shall, upon conviction, be subject to one or more of the following: a fine not less than \$500.00 or greater than \$2,000.00, and/or imprisonment in the county jail for a term not exceeding 90 days, and or a period of community service not exceeding ninety (90) days, in the discretion of the Municipal Court Judge.
- B. Any person, firm, association or corporation who is convicted of violating this Chapter within one year of the date of a previous violation and who was fined for the previous violation shall be sentenced by the court to an additional fine as a repeat offender. The additional fine imposed by the court upon a person, firm, association or corporation for a repeat offense shall not be less than the minimum or exceed the maximum fine fixed for a violation of the Chapter but shall be calculated separately from the fine imposed for the violation of the Chapter.
- C. The foregoing penalties shall be in addition to any other penalty provided in this Chapter and shall be in addition to those penalties set forth in N.J.S.A. 46:8-35.

§ 154-10 Suspension or revocation of Certificate of Inspection.

- A. The following are grounds for the revocation or suspension of the Certificate of Inspection or the occupancy of the unit:
 - (1) Allowing the residential Rental Unit to be occupied or used in a manner which constitutes a public nuisance pursuant to N.J.S.A.2C:33-12 or which is the location of activities which endanger the health and safety of surrounding residents, property Owners and the general public.
 - (2) Conviction of a violation of this Chapter in the Municipal Court or any other court of competent jurisdiction.

(3) Refusal to comply with a notice of violation and an emergency order of a public officer to correct a violation of the property maintenance code involving public health or safety violations.

(3) Violation of the property maintenance or other applicable code on three or more separate occasions within a twelve-month period, if not corrected in timely fashion.

(4) Failure to comply with an order to correct a violation of the property maintenance or other applicable code entered by the municipal court or any other court of competent jurisdiction.

(5) Failure to pay inspection fees and registration fee.

(6) Failure to notify the public officer that a residential Rental Unit has been vacated and reoccupied.

B. Opportunity to cure. Whenever the Housing Officer shall determine that any property is being occupied in violation of this section, the Housing Officer shall notify the Owner and provide the Owner with a period not to exceed 30 days to cure the violation. The Owner shall further be given the opportunity to show that the proposed suspension or revocation is inappropriate because it is based on incorrect or obsolete information.

C. Administrative action. In the event that the Owner fails to cure the violation or fails to show that the proposed suspension or revocation is inappropriate, within the time period granted, the Housing Officer shall issue an order revoking the Certificate of Inspection for the property or suspending it for a period not to exceed one year. The order may include demand for payment of any registration or inspection fees due and unpaid.

D. Hearing.

(1) The Owner shall have the opportunity to be granted a hearing on the proposed suspension or revocation of the Certificate of Inspection and demand for payment of fees unpaid and due, by submitting a written request for a hearing to the Housing Officer within 30 days of issuance of the order in Subsection C above. In the request for a hearing, the Owner shall provide the names and mailing addresses of any tenants affected by the order. In such event, the effect of such order shall be stayed until the conclusion of the hearing.

(2) Upon receipt of a request for a hearing, the Housing Officer shall notify the Township Manager, identifying the property, the property Owner, and the grounds for the order.

(3) Upon receipt of said notification, the Township Manager shall identify a hearing officer, which may be the Township Manager or another qualified individual, who may or may not be a municipal employee, and shall issue a notice of hearing setting forth the date, time and place of the hearing, the nature of the order which is the subject of the hearing and the grounds for issuance of the order. The hearing shall take place not less than twenty (20) days from the date of service of the notice of hearing.

(4) The notice of hearing shall be served upon the Owner or Agent and upon any Tenant affected by the order. Service shall be made personally or by regular and certified mail,

return receipt requested, by mailing the notice of hearing to the last known address of such person.

(5) The Housing Officer shall testify at the hearing and may produce witnesses in support of the grounds for issuance of the order. The Owner, Agent, and any Tenant affected by the order shall have the right to appear at the hearing and testify, produce witnesses, and be represented by an attorney.

E. Action by hearing officer; appeal.

(1) After the hearing, the hearing officer shall prepare a written order setting forth his or her findings and affirming, modifying or rescinding the order of the Housing Officer, including any registration or inspection fees due and payable.

(2) A copy of the order shall be served on the Owner or Agent and any Tenant affected by the order personally or by regular and certified mail, return receipt requested, by mailing the document to their last known address.

(3) If the whereabouts of any Tenant is unknown and cannot be ascertained in the exercise of reasonable diligence, then service of the resolution or order on such person shall be made by posting the document in a conspicuous place on the building affected by the complaint.

(4) The Owner or any party in interest may, within 30 days of receipt of the order, institute a summary proceeding in the Superior Court, Law Division, to contest the reasonableness of any provisions of the order.

Section 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 3. If any section, subsection, paragraph, subsection or provision of this Ordinance shall be held to be invalid or unconstitutional, such decision shall not affect the remaining portions of this Ordinance.

Section 4. This Ordinance shall take effect immediately upon final adoption and publication according to law.

Introduction: January 19, 2023

COUNCIL	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
Nunes		x	x			
Schmidt			x			
Volpe			x			
Wiest	x		x			
Kauffman			x			

CERTIFICATION

I hereby certify the foregoing to be a true copy of an Ordinance adopted by the Maple Shade Township Council at a meeting held on February 9, 2023.

Andrea T. McVeigh, Township Clerk

Adopted: February 9, 2023

COUNCIL	MOTION	SECOND	AYES	NAYS	ABSTAIN	ABSENT
Nunes		x	x			
Schmidt	x		x			
Volpe			x			
Wiest			x			
Kauffman			x			

**TOWNSHIP OF MAPLE SHADE
OFFICE OF CONSTRUCTION****EXTERIOR**

- **House Number/Address** – 4” Arabic Numerals, contrasting color to house. Must be visible from street.
- **Gutters & Downspouts**, roof-secured properly to house, splash block @ each downspout
- **Guardrails** – secure, sturdy-not missing any spindles on porches, decks, landings. Steps/Open area(s) more than 30-inch above ground level.
- **Handrails** – secure, sturdy steps with (3) or more risers (1-1/4” – 2-5/8”) to diameter, 30”-38” inches high. No less than 1-1/2” inches between handrail & the wall.
- **Concrete, Sidewalk, Driveway, Apron, etc.** – kept in proper state of repair, maintained free from hazardous conditions. (Level, flat, no cracks, uneven/raised surfaces or tripping hazards). No ramping or patching, replacement only if leveling or other approved methods cannot be utilized, as per inspector’s order.
- **Ground Fault Receptacles** – GFCI’s test & ensure they trip & isolate power
- **Paint** – good condition, no peeling & no untreated wood exposed
- **Siding** – secure and painted if not vinyl or aluminum. No missing pieces or sections.
- **Yard** – free of trash, debris, grass cut, rubbish, and garbage. No overgrown weeds/vines/brush, etc.
- **Soffit/Fascia** – secure, not falling or loose.
- **Exterior Doors** – open and close with ease, no excessive force and proper weather stripping.
No Keyed Locks on Egress Doors – not permitted. Thumb turn style approved.

INTERIOR

- **Interior** – kept clean, sanitary, and maintained conditions. Pest/infestation elimination.
- **Receptacles** – secure in electrical boxes, cover plates & working properly.
- **Switches** – secure in electrical boxes, cover plates & working properly.
- **Electrical Connections** – in junction boxes with covers/plates/secure & in place.
- **Ground Fault Receptacles (GFCI’s)** – Test and ensure they trip & isolate power
- **Electrical Panel** – Cover panel installed and no open spaces/blanks installed, circuits labeled/identified
- **Lighting** – All utility/mechanical rooms to have lighting, as well as all habitable rooms/spaces.
- **Faucets** – Work, cold on right, hot on left and does not drip/leak
- **Kitchen Sink** – Strainers in drain, even if garbage disposal is/if installed. Garbage disposal is operating properly. Cold on right, hot on left. Does not drip/leak and all caulking in place.
- **Stove/Range/Oven** – Must have anti-tip device/attachment installed to prevent appliance from tipping over. (floor models)
- **Bathroom/Powder Room Sink** – Pop-up installed in drain. Cold on right, hot on left. Do not drip/leak and all caulking in place.
- **Bathtub/Shower Drain** – Strainer in place/installed/cold on right, hot on left, do not drip/leak and all caulking in place.
- **Sump Pump(2)** – Must be connected/plumbed & discharge to exterior away from dwelling.
They CANNOT be connected to the Sanitary Sewer!!!
- **Windows, Doors** – Screens to be installed, door hardware, closures. No Keyed Locks, operable and maintained.
- **Attached Garage** – Wall(s) that touch living area must be sheet rocked & taped, if wall(s) not sheet rocked to roof line or room above then ceiling must be sheet rocked and taped.

- **HVAC** – Must be in working/operating condition.
- **Heater & Water Heater Venting** – Inclined towards the vent stack, N/A to forced vented units, plastic vent piped. No corroded/rusted/perforated vent piping/stack/exhaust. In working condition/operation. Water heat to have bond/ground installed on hot & cold lines.
- **Floors** – To be maintained in sound condition and kept in good repair.
- **Gas Pipe** – Rigid Pipe with flex line into appliances, drip leg where required.
- **HEATER-EMERGENCY SHUT-OFF SWITCH** – Must have RED plate labeled, *BURNER EMERGENCY SHUT-OFF SWITCH*, located at top of steps/stairs. **OIL HEAT ONLY!!**
- **Dryer Vent** – Either full metal or semi rigid metal pipe. All fuel burning appliances must vent directly to exterior. NO FOIL OR VINYL EXHAUST VENT/DUCT.
- **Attics** – Only permitted to be utilized as originally designed & approved for a time of construction/occupancy. No changes/uses without approval from appropriate official/department.
- **Carbon Monoxide Detector(s)** – Must be installed within 10-feet of all sleeping areas. Either battery or electric operated. **Cannot be more than ten (10) years old & 10-year sealed battery.**
- **Smoke Detector(s)** – Must be installed on each level (basement, 1st Floor, 2nd Floor, etc.) along with each bedroom in the unit. Not needed in attic if unfinished and cannot be utilized as a living space. Note: If dwelling was constructed/built with hardwire (110v) S/D's they must be maintained and cannot be substituted with battery operated s/d's in place of hardwire s/d's. Cannot be more than ten (10) years old & 10-year sealed battery.
- **Fire Extinguisher (ABC)** – It must be an approved and labeled type with a minimum rating of 2A-10B:C and no more than 10 pounds. Must be mounted no higher than 5-feet from floor, on wall leading to exit and/or can be mounted inside of the front of the cabinet, as long as it is easily accessible. Fire Extinguishers must be either new with proof of purchase/receipt within 1-year of current inspection date or an existing fire extinguisher must be inspected, serviced and tagged for the current year, with current inspection tag affixed to fire extinguisher to be approved.
- **Bathroom Ventilation** – Must have working/operable window(s) and/or exhaust vent fan.
- **Exterior Door(s) Deadbolt** – Shall only have a thumb-turn style lock. No KEYED locks permitted on egress side of doors.
- **Pool** – Maintained in a clean and sanitary condition. Barriers maintained in good condition. Gate shall be self-closing and self-latching with a fence/barrier of 5 – 6 feet high. Additional requirements required, review checklist pool packet.
- **PERMITTED WORK** – Any work requiring a PERMIT or was complete and final inspection(s) had been completed with a Certificate of Approval issued (i.e. heater, water heater, finished basement, garage conversion, roof, siding, deck).
- **Accessory Structures** – Detached garages, sheds, walls & fences must be kept in a good state of repair and maintained.

This partial checklist is to be used as a convenience/guide list.

It is not all inclusive of all failure points.

It covers the most commonly appearing/cited failure points/areas.

If you have any questions or concerns about failure points, please contact the Construction Office at 856-779-9610 ext. 113.