



BOROUGH OF HADDONFIELD
Community Development Office
242 Kings Highway East
Haddonfield, NJ 08033

Office (856) 429-4700, Ext. 210/233 Fax: (856) 795-1445

APPLICATION NO.
(FOR OFFICIAL USE ONLY)

SALE REAL ESTATE PROPERTY – SIDEWALK INSPECTION
Ordinance Compliance Application Form

Settlement Date: _____ Application Date: _____

Property Address: _____ Block: _____ Lot: _____

Seller Name: _____

Seller Address: _____
(if different than above)

Contact Person for Scheduling Appointment: _____

Contact Person's Cell Phone No: _____

Buyer's Name: _____

Real Estate Listing Agent: _____
(if applicable)

Real Estate Firm: _____ Phone # _____

Real Estate Firm Address: _____

Date Contract for Sale of Real Estate was signed: _____

Applicant Name: (Print or Type) _____

Signature of Applicant: _____

FEES: \$50, made payable to the Borough of Haddonfield, for the initial inspection. This fee includes the first inspection following the completion of repairs and/or replacements. A late fee may be applicable; see Section 199-13.2(G) for details. For a re-inspection and each subsequent re-inspection there shall be a fee of \$25 for each subsequent re-inspection.

SCHEDULING: You are responsible for scheduling the appointment with the Sidewalk Inspector's Office (856-429-4700, ext. 210/233). Appointments will be scheduled for either Tuesdays or Wednesdays between the hours of 9:00 a.m. and 1:00 p.m.

Property Address: _____

§199-13.2 (F) - No legal transfer of title to any real estate in the Borough of Haddonfield shall occur if the repair and/or replacement as required by the inspector has not been completed and a Certificate of Compliance issued. In the event the required repair and/or replacement cannot be completed prior to the legal transfer of title, sufficient moneys shall be placed in escrow with a party to the sale to satisfy the cost of the required repair and/or replacement, and such repair and/or replacement shall be completed within thirty (30) days following the transfer of title, which can be extended by the inspector for weather conditions or other such just cause.

******* IF REPAIR AND/OR REPLACEMENT NOT COMPLETED PRIOR TO TRANSFER OF TITLE *****
COMPLETE THE FOLLOWING SECTION**

ESCROW DOCUMENTATION:			
Amount:		Date Placed in Escrow:	
Bank Where Escrow Held:			
Bank Address:			
Bank Phone Number:			
Contact Name:			

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Date Pymt. Received:		Amount:		Received By:	
Initial Inspection Date:			Inspection Time:		
Approved:		Disapproved:		Reason:	

1st Inspection Date:			Inspection Time:		
Approved:		Disapproved:		Reason:	

Date Re-Insp. Pymt. Received:		Amount:		Received By:	
Re-Inspection Date:			Inspection Time:		
Approved:		Disapproved:		Reason:	

FOLLOW UP ON COMPLETION					
Reason for Delay:					
Length of Extension Granted:					
Date of Reminder Notice to New Property Owner:					
Further Follow Up as Needed:					

Certificate of Compliance Issued

Signature of Inspector

Date of Issuance

Chapter 199, ARTICLE II
CONSTRUCTION AND REPAIRS OF SIDEWALKS AND CURBING

§199-13.2 Exterior Inspection Upon Sale of Property Required.

- A. Upon the signing of a Contract for Sale of Real Estate in the Borough of Haddonfield an exterior property inspection shall be required, prior to the transfer of legal title, by an inspector of the Borough of Haddonfield to determine whether repair or replacement of sidewalks, driveway aprons or walkways in the public right-of-way may be deemed necessary.
- B. Upon signing of a Contract for Sale of Real Estate in the Borough of Haddonfield, a party to the sale transaction shall notify the Borough of Haddonfield at least 30 days prior to the legal transfer of title to the property of such pending anticipated sale.
- C. In the event that the inspection disclosed that a tripping hazard exists as defined herein in the sidewalk, driveway apron, or walkway in the public right-of-way, the property owner shall be notified to replace or repair that which is the cause of the tripping hazard.
- D. A tripping hazard exists if any one or more of the following exists:
 - a) A crack exists wherein it causes a portion of the sidewalk, driveway apron, or walkway in the public right-of-way to be raised one-half (1/2) of one inch or more above the contiguous portion of the sidewalk, driveway apron, or walkway in the public right-of-way.
 - b) The surface of the sidewalk, driveway apron, or walkway in the right-of-way exhibits one-half (1/2) of one inch or more deep holes or irregular or crumbled surface, or an abrupt one-half (1/2) or more change in uneven continuous surfaces so as to cause a tripping hazard.
 - c) Where there are elevation variations of one-half (1/2) an inch or more of adjacent blocks or portions of blocks in the sidewalk, driveway apron, or walkway in the public right-of-way.
 - d) Where there are elevation variations of (1/2) one-half an inch or more of adjacent bricks, pavers, slate or other such construction materials in the sidewalk, driveway apron, or walkway in the public right-of-way.
- E. In the event that the inspector deems that a repair and/or replacement is necessary, the property owner will be notified and such repair and/or replacement shall be completed and the Borough of Haddonfield notified of such completion at least seven (7) days prior to legal transfer of title. The inspector will inspect the completed repair and/or replacement and issue a Certificate of Compliance if the repair and/or replacement is completed to the inspector's satisfaction.

- F. No legal transfer of title to any real estate in the Borough of Haddonfield shall occur if the repair and/or replacement as required by the inspector has not been completed and a Certificate of Compliance issued. In the event the required repair and/or replacement cannot be completed prior to the legal transfer of title, sufficient moneys shall be placed in escrow with a party to the sale to satisfy the cost of the required repair and/or replacement, and such repair and/or replacement shall be completed within thirty (30) days following the transfer of title, which can be extended by the inspector for weather conditions or other such just cause.
- G. An inspection fee of fifty dollars (\$50.00) shall be charged for the initial inspection and also included in that fee is the first inspection following the completion of repairs and/or replacements. For a re-inspection and each subsequent re-inspection there shall be a fee of twenty-five dollars (\$25.00) for each subsequent re-inspection

In the event that the Borough of Haddonfield does not receive the initial 30 day notice timely, or notice within five (5) days of the signing of the Contract for Sale of Real Estate, whichever is later, or does not receive the seven (7) day notice of completion of repair and/or replacement timely, then an additional late fee of twenty-five (\$25.00) shall be charged for each failure to give timely notice.

§199-13.3 Structures and plant life in Haddonfield's right-of-way

- A. Property owners are prohibited from constructing, installing, placing, etc. in the Borough of Haddonfield's right-of-way or on Haddonfield property, fences, steps, walkways, retaining walls, statues and other such structures. Property owners are also prohibited from planting, placing, etc. trees, plants, shrubs and other such plant life in the Borough of Haddonfield's right-of-way or on Haddonfield property.
- B. The Borough of Haddonfield in its sole discretion may require the property owners to remove the above referred to structures and/or plant life from the Borough of Haddonfield's right-of-way or Borough of Haddonfield property. In the alternative the Borough of Haddonfield may remove such structures and/or plant life from the Borough of Haddonfield's right-of-way or Borough of Haddonfield property at the property owner's expense.
- C. Any structures and/or plant life in the Haddonfield right-of way or on Borough of Haddonfield property shall be the responsibility and liability of the contiguous property owner, except structures installed by a governmental agency such as stop signs, fire hydrants, street signs, parking signs and such other structures, and except plant life planted by a governmental agency.