

DEPARTMENT OF BUILDING SAFETY
&
FLOOD PLAIN MANAGEMENT

VENTNOR CITY HALL
6201 ATLANTIC AVENUE
ROOM 4
823-7987
823-7966 FAX



VENTNOR CITY, N.J. 08406

NOTICE

****PLEASE BE ADVISED THAT THERE IS A CHANGE REGARDING RENTAL PROPERTIES, STARTING THIS JULY 2024...****

1. AS OF JULY 1, 2024, LEAD PAINT REMEDIATION REQUIREMENTS PER, **NJAC 5-28A**. ANY **RENTALS** BUILT PRIOR TO **1978**, AND RENTING 6 MONTHS OR LONGER, MUST PROVIDE A CERTIFICATE (LEAD FREE **DUST WIPE SAMPLES**), FROM A LEAD EVALUATION CONTRACTOR.
2. YOU **MUST** PROVIDE THE CITY WITH A CURRENT LEAD BASED REPORT WITH **EVERY** RENTAL CERTIFICATE OF OCCUPANCY APPLICATION. THE EXPIRATION DATE **MUST** BE VISIBLE ON THE REPORT.
3. BE ADVISED THAT THE CITY HAS ENTERED INTO A SHARED SERVICES AGREEMENT WITH LEW ENVIRONMENTAL SERVICES WHICH PROVIDES THIS SERVICE. THEY CAN BE REACHED AT (908)654-8068/(800)783-0567and www.lewenvironmental.com.

*****PLEASE FEEL FREE TO USE A DIFFERENT COMPANY IF YOU SO CHOOSE.*****

New Jersey Lead Safe Certification

Your town has partnered with Atlantic County Improvement Authority to assist you with your lead-safe certification compliance.

N.J.A.C. 5:28A Lead-Based Paint Inspections in Rental Dwelling Units

The new law states that certain rental units built before 1978 are required to be inspected for lead hazards at the next tenant turnover, or by July, 2024 if there is no turnover.

Depending on the findings of the inspection, a lead safe certification will be issued which is proof of compliance with the regulation. The Lead-Safe Certification will be valid for a two-year period if there is a tenant turnover. If there is no tenant turnover then the certification will be valid for three years.

Property owners that fail to comply with the new inspection requirements may be subject to a penalty of up to \$1,000 per week.

Property owners with multiple unit buildings who have been registered with the DCA more than 10 years should speak with the municipality to see if your units qualify for an exemption

New Jersey requires different testing methods depending on where your rental unit is located. You can find a list of your town's requirements at www.nj.gov/dca/divisions/codes/resources/leadpaint.html

Atlantic County Improvement Authority has contracted with LEW Environmental Services to conduct lead safe certification inspections for your town. LEW Environmental boasts over 30 years of industry experience and safety excellence. They are New Jersey's largest and most recognized Lead Evaluation entity. All LEW Environmental inspectors are NJDOH certified and committed to cost-effective solutions for property owners.

**To schedule your lead paint inspection,
call your local municipal offices**

PROPOSAL/CONTRACT
Professional Services – Staffing
from a NJ Department of Community Affairs
Certified Lead Evaluation Contractor
Proposal Number 146

Client Information

Timothy D. Edmunds, P.E.
Executive Director
Atlantic County Improvement Authority
600 Aviation Research Blvd.
Egg Harbor Township, NJ 08234
Cell: 609-992-0714

Site Information

Various- Atlantic County, NJ

Background

New Jersey's Lead-Safe Certification Law: Lead-Based Paint Inspections in Rental Dwelling Units: N.J.A.C. 5:28A went into effect on July 22, 2022. The law requires under Section 1. B. that a municipality provide for the required visual and potential lead dust wipe sampling either through a permanent local agency who performs such inspections OR, in the case of a municipality that does not maintain such permanent local agency for inspections, the municipality shall hire a lead evaluation contractor, certified to provide lead paint inspection services by the Department of Community Affairs (DCA).

Many municipalities will not have such a permanent agency or will not have the ability to meet the requirements of this new law. LEW Environmental can provide on an as needed basis, the appropriate Professional Services "Staffing" (Certified by NJ DOH, & DCA.) to perform the required Visual Paint Inspection and/or Lead Dust Wipe sampling.

Scope of Services

LEW Environmental, a New Jersey lead evaluation contractor certified by the DCA to provide lead paint inspection services will provide the following "Professional Services" staffing on an as needed basis to meet the requirements of NJAC 5:28A. Section 1. b. (2) – "Subject to subsection c. of this section, a municipality that does not maintain a permanent local agency for the purpose of conducting inspections and enforcing laws, ordinances, and regulations concerning buildings and structures within the municipality, the municipality shall hire a lead evaluation contractor, certified to provide lead paint inspection services by the Department of Community Affairs, to inspect every single-family, two-family, and multiple rental dwelling located within the municipality at tenant turnover for lead-based paint hazards or within two years of the effective date, whichever is earlier. Thereafter, all such units shall be inspected for lead-based paint hazards the earlier of every three years or upon tenant turnover, except that an inspection upon tenant turnover shall not be required if the owner has a valid lead-safe certification pursuant to this section. The municipality shall charge the dwelling owner or landlord a fee sufficient to cover the cost of the inspection, including the cost of hiring the lead evaluation contractor."

Proposed services will include:

1. If a Unit Visual is required, LEW will provide proper staffing to perform:
 - a. **Visual Inspections (section 3.3.4 of the Law)**
 - i. For municipalities that may perform visual assessments, the inspector should examine rental dwellings for deteriorated paint or visible surface dust, debris, or residue. Paint is deteriorated when it is peeling, chipping, chalking, or cracking. Tack and nail holes, small hairline cracks, and other surface imperfections may not be considered deteriorated paint.
 - ii. The inspector should look for deteriorated paint on all painted building components, especially any walls, window, or trim. Also, the inspector should look on surfaces that experience friction or impact. When two surfaces slide across each other or strike one another, the painted surface may become deteriorated. Examples of friction and impact surfaces are doors, windows, floors, and trim areas. The inspector should look for paint chips or dust from painting activities that were not cleaned up and paint residue on the floors, which could be a hazard for small children.
 - iii. If a Unit dust Wipe sample(ing) is required, LEW will provide proper staffing to perform:
 - b. **Dust Wipe Sampling (section 3.3.5 of the Law)**
 - i. Dust wipe sampling is collected by wiping representative surfaces, including floors (both carpeted and uncarpeted), interior windowsills, and other similar surfaces, and testing in accordance with a method approved by HUD.
 - ii. These samples must be undertaken properly to ensure that results are accurate.
 - iii. N.J.A.C. 5:17 contains requirements for dust wipe sampling. In addition, Appendix 13.1 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing provides the protocol for sample collection. This Appendix is available online at: <https://www.hud.gov/sites/documents/LBPH-40.PDF>.
 - iv. It is recommended that the lead evaluation contractor or permanent local agency also perform a visual inspection when undertaking a dust wipe sampling.
 - v. If it is determined upon inspection that no lead-based paint hazards exist in a dwelling, LEW Environmental will provide the appropriate support documentation so the local enforcing agency shall certify the dwelling unit as lead-safe.
 - c. **Post-Remediation Inspection (section 4.4.0 of the Law)**
 - i. If a Unit has completed Remediation of identified Hazards, LEW can provide for post-Remediation inspection.
 1. After remediation has been completed, whether through interim controls or abatement, the municipality or lead evaluation contractor must perform an additional inspection within 60 days of the initial periodic lead-based paint inspection to ensure there are no further lead-based paint hazards.
 2. Upon conducting the reinspection in dwellings that have been remediated using interim controls, if no lead-based paint hazards are found, the municipality or inspector must certify the dwelling to be lead safe pursuant to P.L.2021, c.182 (see Section 3.4.0. for an example of a lead-safe certificate)

Fees, Interest, and Changed Circumstances

The fees are as follows:

Visual Inspection (as described under 1(A) above)

\$250.00/Unit

There may be times when a municipality is designated by the DCA or other government agencies as high-risk community for lead-based paint hazards in rental dwelling units requiring an elevated test, termed "Dust Wipe Sampling." A Dust Wipe Sampling means a sample collected by wiping a representative surface and tested in accordance with a method approved by HUD. If the Dust Wipe Sampling Inspection is required the following fees apply:

Dust Wipe Sampling Inspection - (Includes up to 10 samples)

\$395.00/Unit

*An XRF (X-Ray Fluorescence) inspection is available to the requesting party as an add-on to the visual and dust wipe inspections for an additional \$150.00/unit. An XRF inspection will allow a dwelling unit to be certified lead-based paint free and become exempt from the regulation forever. * A Lead-Free Certificate will only be issued if no lead-based paint is found.

In the event of an "emergency" single unit inspection, LEW Environmental will utilize their best efforts to accommodate said request, however the fee to be charged will be determined on a case-by-case basis.

Post Remediation Inspection/Clearance

\$250.00/unit plus dust wipe samples. \$13.25 per sample

Report will be digitally delivered ten (10) business days after all sample results are received from the lab. If no samples were taken, the report will be digitally delivered ten (10) business days after the site visit.

LEW's pricing includes report delivery in a digital format. Hard copies will be provided for an additional fee of \$50.00.

Payment Terms, Interest, and Costs of Collection: Net 15, 18% Invoices are due and payable upon receipt or prior to the due date as written into this proposal/agreement. Unpaid balances shall be subject to an additional charge at the rate of 1-1/2% per month, or the maximum permitted by law, from the date of invoice if the unpaid balance is not paid within fifteen (15) days of due date. The Client shall reimburse LEW for all attorney's fees, and interest due per terms of this agreement and all costs related to collection of overdue payments. ANY OTHER PAYMENT TERMS MUST BE NEGOTIATED PRIOR TO EXECUTING THIS AGREEMENT AND INCORPORATED INTO THIS AGREEMENT OR THEY WILL NOT HAVE ANY VALIDITY.

PLEASE NOTE: Until advised otherwise by NJ DCA or NJ DOH or a NJ Rule making or Rule Amendment, it appears inspections performed by a NJ DCA certified Lead Evaluation entity are to be done by a New Jersey DOH certified Lead Risk assessor (Signature and NJDOH ID# required on Lead-Safe Certificate). Should NJ make any modifications to the requirements of the law that allow for a lower-level individual to perform the required tasks, LEW Environmental will work with the municipality to properly adjust rates to more accurately reflect professional staffing needed.

Respectfully submitted this day on behalf of LEW: 5/2/2023

Per: Melissa Guagenti

Terms & Conditions

LEW is NOT acting nor can act as the local municipality or act with any governing or enforcement authority. LEW is strictly providing Professional staffing to assist with the field work and field reporting requirements of the above stated NJ regulation only. Any and all owner notification, resident notification or regulator notification is strictly the responsibility of the client named above unless agreed to in writing by both parties otherwise.

Atlantic County Improvement Authority+ Project #: 221065
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Prepared by: LEW

May 22, 2023

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Contract - This document and any attachments constitute the entire contract and agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Contract. This document and any attachments shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like documents. The parties may only amend this Contract by a written document duly executed by both parties.

Arbitration of Disputes Client hereby agrees that any and all disputes arising out of or related to this Contract including, but not limited to, disputes concerning breach of contract, express and implied warranties, representations and/or omissions, personal injuries, and all other torts and statutory causes of action ("Claims") shall be resolved by binding arbitration in accordance with the rules and procedures, as applicable, of the American Arbitration Association ("AAA") or its successor or an equivalent organization selected by LEW Environmental Services (LEW). In addition, Client agrees that Client may not initiate any arbitration proceeding for any Claim(s) unless and until Client has first given LEW specific written notice of each claim (at 181 US Hwy 46, Mine Hill, NJ 07803) and given LEW a reasonable opportunity after such notice to cure any default. The provisions of this paragraph shall be governed by the provisions of the Federal Arbitration Act, 9 U.S.C. § 1, et seq. and shall survive completion of the Services described herein.

Suspension of Work: The Client may, at any time, by written notice, suspend further work by LEW. The Client shall remain liable for, and shall promptly pay LEW for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to third parties on the Client's behalf. If any suspension period exceeds (90) days, LEW and the Client shall renegotiate LEW's fee. If payments of invoices by the Client are not maintained current, LEW may, upon written notice to the Client, suspend further work until payments are brought current. This proposal does not contemplate any payments to LEW through client (ACIA) funds.

Changed Circumstances, Additional Work, and Additional Fees: LEW will not be responsible for changes in facts or circumstances that require additional work that may affect the Scope of Services and pricing. LEW reserves the right to amend the Scope of Services and pricing if facts and/or circumstances change. Should additional services be requested by the Client and/or additional services be recommended by LEW to further delineate the environmental issue being evaluated or be required to further remedy the problem identified in the Scope of Services. If facts and/or circumstances change, LEW will request a change order, and any additional work will be performed in accordance with the fees agreed in such change order.

The Client's obligations to pay for the Services contracted for, is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of a project. Payment is strictly conditional upon LEW providing the services as detailed in this Contract.

Warranty - LEW warrants that its services will be performed using the degree of care and skill ordinarily exercised by, and consistent with the standards applicable to, persons performing similar services under similar conditions in the same locality as the site(s). LEW shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Contract. **NO OTHER WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, IS INCLUDED OR INTENDED AND ALL IMPLIED WARRANTIES, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED** **Liability Limits and Disclaimer** - Should any disturbance of building or property materials be required; LEW is not responsible for repairs unless specifically stated in the Scope of Services. LEW will not be responsible for any damages caused by our structure disturbances. Such damages may include but are not limited to the removal of paint samples, building substrate materials, and incidental disturbance of electrical wires and water pipes.

Force Majeure - LEW will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, pandemics and/or epidemics, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of LEW.

Recognition of Risk - Client recognizes that investigation, exploration and methods commonly used for evaluation of hazardous materials involve inherent risk and may cause further problems or contamination at a site. No guarantee of the results is implied or expected from any effort where full characterization of a site is not possible or where uncertainties exist with respect to the scope of the work.

Indemnification During the term of this Agreement, each party shall indemnify and shall hold each other, as well as the municipality in which the services are rendered, the members of their governing body and their officers, agents and employees harmless against, and each indemnifying entity shall pay any and all liability, loss, cost, damage claims, judgment or expense of any and all kinds or nature, which shall be imposed by law, which the indemnified entity, the members of its governing body or its officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, upon or arising out of any services performed, work performed, obligation undertaken or not performed in connection with the services provided for within this Agreement. The indemnifying entity

at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against any indemnified entity, the members of its governing body or its officers, agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend any insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.

Duration - This Agreement shall become effective as of the date upon which it is completely executed by all parties. This Agreement shall be effective for the period commencing upon the effective date of this Agreement and continuing for a period of one (1) year.

Termination - This Contract may be terminated in whole or in part in writing by either party in the event of substantial or material failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party, providing that no such termination may be effective unless the other party is given: (1) not less than ten (10) calendar days written notice of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. This Agreement may be terminated by the Client with a minimum of thirty (30) days written notice to LEW, with or without cause.

Governing Law - The laws of the State of New Jersey shall govern the validity and interpretation of this Agreement.

Invalid Terms - If any of the terms and Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform this Contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

LEW Corporation Reliance - Unless otherwise specifically indicated in writing, LEW shall be entitled to rely, without liability, on the accuracy and completeness of information provided by the Client, Client's staff, the Client's consultants and contractors, and information from public records, without the need for independent verification.

Right of Entry & Access- All work will be performed on Monday through Friday between the hours of 8:00am and 5:00pm, unless otherwise agreed. When entry to property is required by the work, Tenant notification, if required is the responsibility of the property owner. Any revisits or rescheduled appointments will incur additional fees.

Tenants, trades, encumbrances, furniture, materials, and personal belongings must be vacated from the Work area so that all areas, rooms, closets, are fully accessible at time of services. If and any or all areas are NOT accessible and only a partial inspection is performed, client will still be obligated to pay the full fee.

The property owner must provide an on-site individual to remain with LEW's personnel at all times or provide access without delay.

Areas Outside of Scope of Services - The above stated services are not intended to be statistically representative for the property as a whole. Services apply only to those areas specifically identified in the Scope of Services and testing results apply only to those materials and/or areas that were actually subject to testing. LEW is not responsible for areas that are not identified in the Scope of Services and is not responsible for areas that are not subject to agree upon testing.

Information - Age of the property supplied to LEW is the responsibility of the municipality and/or property owner. Should the actual age of the property differ from the age supplied to LEW and invalidate LEW's findings or not meet the federal requirements, it is the responsibility of the property owner, not LEW.

If this Proposal/contract is based upon information supplied by others, LEW retains the right to verify the information before becoming obligated. Should it be found that the supplied information is inaccurate, this Proposal/Contract will be revised to reflect those inaccuracies. Should such inaccuracies create concern, LEW has the right to cancel this Contract and any associated agreements and cease any work which may or may not be in process. LEW further retains the right to evaluate site conditions before finalizing this Proposal/Contract. Should inaccurate or less than truthful information creates a situation where LEW must execute its right to stop working due to legal concerns,

Miscellaneous - Without the express or implied permission of the Client named above, LEW may use its own staff, union or non-union temporary labor, community part- or full-time participation, and/or sub-contractors depending on the requirements of the specific project, geographical location where services will be performed, and/or current workload. Report will be digitally delivered five (5) business days after all sample results are received from the lab if any samples were collected and all payments as agreed are paid in full. If no samples were taken, the report will be digitally delivered three (3) business days after the site visit and all payments as agreed have been paid in full. This Proposal/Agreement and its content and pricing should not be given to, or followed by any other entity. This Proposal/Agreement and pricing should not be used as a specification or guideline without LEW Corporation's written authorization

Insurance - At all times, during the term of this Agreement, each entity shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance in the minimum amount of \$1,000,000 with respect to the services provided for herein, and as shall be determine to be reasonably required. Each entity shall be obligated to pay for the cost of all such insurance.



Atlantic County Improvement Authority
600 Aviation Research Boulevard • Egg Harbor Township, NJ 08234

VENTNOR CITY LEAD-BASED PAINT INSPECTION REQUEST FORM

Property Owner Information:

Name:

Cell Phone:

Email:

Tenant Information:

Name:

Cell Phone:

Email:

Rental Property:

Address:

Municipality:

Block & Lot:

Service Requested :

- Dust Wipe Sampling- Includes 10 dust wipe samples (REQUIRED)
- XRF (Add-on)

Fee as follows:

Dust Wipe Sampling- Includes 10 dust wipe samples: \$415.00/ per unit.

Dust wipe sampling is collected by wiping representative surfaces, including floors (both carpeted and uncarpeted), interior windowsills, and other similar surfaces, and testing in accordance with a method approved by HUD.

*A Lead-Safe Certificate will be issued if there is no indication of chipped, cracked, or deteriorated paint.

XRF(ADD-ON TO DUST WIPE SAMPLING): \$150.00/ per unit.

An x-ray fluorescence (XRF) Lead inspection determines if lead based paint is present. The XRF instrument is placed on components of the home (windows, walls, doors, floors, etc.) to detect the presence of lead-based paint. An XRF inspection will allow a dwelling unit to be certified lead-based paint free and become exempt from the regulation forever.

* A Lead-Free Certificate will only be issued if no lead-based paint is found.

***All inspections are to be paid for upfront prior to inspection.**

This form should be completed, and check(s) are to be made payable to:

Atlantic County Improvement Authority (ACIA)

600 Aviation Research Boulevard

Egg Harbor Township, NJ 08234

For any questions, reach out to Kayla Rivera by email: rivera_kayla@aclink.org , 609-343-2390



ENVIRONMENTAL SERVICES

CREDIT CARD AUTHORIZATION FORM PLEASE PRINT INFORMATION

Date: _____ Job #: <u>221065</u>	<p style="text-align: right;">Choose One:</p> <input type="checkbox"/> Charge entire balance on card provide below.
Credit Card Type (Circle One)	<p style="text-align: center;"> <input type="radio"/> VISA <input type="radio"/> MasterCard <input type="radio"/> American Express </p>
Credit Card Number	
Expiration Date	
Card Verification Code	
Cardholder Name	
Company	
Street Address (billing address for credit card being used)	
City, State and Zip Code	
Email address for receipt	

Authorized Signature: _____ Date: _____

I HEREBY AUTHORIZE LEW TO USE THE CREDIT CARD INFORMATION IN ACCORDANCE WITH THE TERMS SET FORTH IN ANY/ALL PROPOSAL(S) WHERE I HAVE AUTHORIZED LEW TO PERFORM WORK. FURTHERMORE, I UNDERSTAND THAT THIS CARD MAY BE USED TO SETTLE ANY OVERDUE FINANCIAL OBLIGATIONS.

LEW. 181 US Hwy 46, Mine Hill, NJ 07803 (908)654-8068 Fax (908)654-8069 www.lewenvironmental.com

CITY OF VENTNOR
RESOLUTION NO.162 OF 2023

A RESOLUTION OF THE CITY OF VENTNOR, COUNTY OF ATLANTIC, STATE OF NEW
JERSEY AUTHORIZING THE MAYOR TO EXECUTE A SHARED SERVICES
AGREEMENT BETWEEN ATLANTIC COUNTY IMPROVEMENT AUTHORITY AND THE
CITY OF VENTNOR FOR THE PARTICIPATION IN A COUNTY WIDE LEAD-BASED
PAINT INSPECTION RENTED DWELLING UNITS PROGRAM

WHEREAS, the Authority is a political subdivision of the State of New Jersey and an instrumentality of the County of Atlantic with its principle offices being located at 1333 Atlantic Avenue, Atlantic City NJ; and

WHEREAS, Municipality ("Municipality") is a municipal corporation of the State of New Jersey offices located in Ventnor City NJ; and

WHEREAS, New Jersey's Lead-Safe Certification Law, Lead-Based Paint Inspections in Rental Dwelling Units Statute (P.L.2021, c 182) went into effect on July 22, 2022. The law requires that a municipality provide for the required visual and potential lead dust wipe sampling either through a permanent local agency who performs such inspections OR, in the case of a municipality that does not maintain such permanent local agency for inspections, the municipality shall hire a lead evaluation contractor, certified to provide lead paint inspection services by the Department of Community Affairs; and

WHEREAS, many municipalities will not have such a permanent agency or will not have the ability to meet the requirements of this new law; and

WHEREAS, LEW Environmental Services, a New Jersey lead evaluation contractor certified by the DCA shall provide on an as needed basis, the appropriate Professional Services "Staffing" (Certified by NJ DOH & DCA) to perform the required Visual Paint Inspection and/or Lead Dust Wipe sampling pursuant to a contract with the Authority, a copy of which is attached as Exhibit A. The terms of said contract are hereby incorporated into this Agreement; and

WHEREAS, The proposed regulations, NJ.A.C. 5:28A Section 1. b. (1), allow "Subject to subsection c. of this section, a municipality that does not maintain a permanent local agency for the purpose of conducting inspections and enforcing laws, ordinances, and regulations concerning buildings and structures within the municipality, the municipality may hire a lead-based paint evaluation contractor, certified to provide lead paint inspection services by the DCA, to inspect every single-family, two-family, and multiple rental dwelling located within the municipality at tenant turnover for lead-based paint hazards or within two years of the effective date, whichever is earlier. Thereafter, all such units shall be inspected for lead-based paint hazards the earlier of every three years or upon tenant turnover, except that an inspection upon tenant turnover shall not be required if the owner has a valid lead- safe certification pursuant to this section. The municipality shall charge the dwelling owner or landlord a fee sufficient to cover the cost of the inspection, including the cost of hiring the lead evaluation contractor"; and

WHEREAS, The parties now wish to enter into a Shared Services Agreement for the participation of the municipalities in the County-Wide Lead-Based Paint Inspection Program established by the Authority, and administered in part and performed by LEW Environmental Services, so as to assist the Municipality in complying with the applicable law and regulations promulgated thereunder; and

WHEREAS, The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., specifically authorizes governmental entities to enter into Shared Services Agreements.

NOW, THEREFORE BE IT RESOLVED, the Mayor is hereby authorized to execute an agreement with the Atlantic County Improvement Authority (ACIA) for the participation in a County-Wide Lead- Based Paint Inspection Rented Dwellings Units Program.

**LIST OF CERTIFIED LEAD EVALUATION CONTRACTORS
(PURSUANT TO N.J.A.C. 5:17)**

COMPANY NAME	CITY	STATE	ZIP	CONTACT	PHONE	CERT #	SPECIALTY 1	SPECIALTY 2	SPECIALTY 3
A & B LEADMASTERS, LLC.	LAKEWOOD	NJ	08701	GERSHON KAUFMAN	(732) 901-0222	429	RESIDENTIAL	PUBLIC BLDG	
A. MOLLY COMPANY	FAIRFIELD	NJ	07004	DAVID SCHLOSSER	(862) 702-3311	271	RESIDENTIAL	PUBLIC BLDG	
A. PAUL CONTRACTINGG CORP.	HILLSIDE	NJ	07205	LOUIS A. PAUL	(973) 705-9555	719	RESIDENTIAL	PUBLIC BLDG	COMM/SS
AA COMPLETE PROPERTY SERVICES	NEWARK	NJ	07104	WILLIAM BARNES	(973) 902 - 8207	418	RESIDENTIAL	PUBLIC BLDG	COMM/SS
AAA LEAD PROFESSIONALS	LAKEWOOD	NJ	08701	JOSEPH PERLSTEIN	(732) 668-9078	430	RESIDENTIAL	PUBLIC BLDG	COMM/SS
AAA LEAD, ASBESTOS & MOLD	NORTH BRUNSWICK	NJ	08902	MATTHEW A. SCHROEDER	(732) 882-5741	409	RESIDENTIAL	PUBLIC BLDG	
A-ARCALENZ, LLC.	WEST ORANGE	NJ	07052	LEONARD DURU	(862) 224-2356	721	RESIDENTIAL	PUBLIC BLDG	
ABSOLUTE JM SERVICES, LLC.	ORANGE	NJ	07050	JOHNMARY NWOFE	(862) 250-1925	681	RESIDENTIAL	PUBLIC BLDG	
ACCREDITED ENV. TECH.	MEDIA	PA	19063	ERIC SUTHERLAND	(610) 891-0114	599	RESIDENTIAL	PUBLIC BLDG	
ACER ASSOCIATES, LLC.	WEST BERLIN	NJ	08091	J. SCOTT HORN	(856) 809-1202	493	RESIDENTIAL	PUBLIC BLDG	COMM/SS
AECOM TECHNICAL SERVICES, INC.	CLAYTON	MO	63105	MARK T. CONNORS	(732) 672-7519	711			COMM/SS
AIM ENVIRONMENTAL, LLC.	FORT LEE	NJ	07024	IGOR MARTIROSIAN	(201) 528-5047	693	RESIDENTIAL	PUBLIC BLDG	COMM/SS
ALC ENVIRONMENTAL	NEW YORK	NY	10001	JOSHUA P. SARETT	(212) 675-5544	497	RESIDENTIAL	PUBLIC BLDG	
AMERICAN ENV OF SOUTHERN NJ	BRIDGETON	NJ	08302	EDWARD RIVERA	(856) 451-1344	210	RESIDENTIAL	PUBLIC BLDG	
ATC GROUP SERVICES, LLC.	BURLINGTON	NJ	08016	BRIAN KEARNEY	(609) 386-8800	28	RESIDENTIAL	PUBLIC BLDG	COMM/SS
ATLANTIC ENVIRONMENTAL	HOBOKEN	NJ	07030	JEFFEREY ANDERSON	(201) 876-9400	568	RESIDENTIAL	PUBLIC BLDG	
BAY HILL ENVIRONMENTAL, LLC.	CHERRY HILL	NJ	08002	WILLIAM P. O'DONNELL	(215) 284-0086	432	RESIDENTIAL	PUBLIC BLDG	
BGI RESOURCES INTL. CORP.	CHERRY HILL	NJ	08034	BASSEY AKPAN	(856) 888-2396	620	RESIDENTIAL	PUBLIC BLDG	
CRITERION LABORATORIES INC.	BENSALEM	PA	19020	JAMES A WELTZ	(215) 244-1300	103	RESIDENTIAL	PUBLIC BLDG	
CURREN ENVIRONMENTAL, INC.	CHERRY HILL	NJ	08002	DAVID C. SULOCK	(856) 858-9509	725	RESIDENTIAL	PUBLIC BLDG	
CYRUS ENVIRO CONSULTANTS, LLC.	GALLOWAY	NJ	08205	ADAMA SIDIBE	(609) 652-5074	367	RESIDENTIAL	PUBLIC BLDG	COMM/SS
DETAIL ASSOCIATES INC.	ENGLEWOOD	NJ	07632	STEPHEN JARACZEWSKI	(201) 569-6708	686	RESIDENTIAL	PUBLIC BLDG	
DINAGO CORPORATION	NEWARK	NJ	07105	CARLOS GOMES	(973) 491-0877	700	RESIDENTIAL	PUBLIC BLDG	
DK ENVIRONMENTAL & CONSTR.	KISSIMMEE	FL	34747	DEBRA KOONTZ	(814) 243-1927	698	RESIDENTIAL	PUBLIC BLDG	
EFI GLOBAL, INC.	TOTOWA	NJ	07512	PAUL W. SCHAEFER	(732) 629-7930	716	RESIDENTIAL	PUBLIC BLDG	COMM/SS
EHS COMPLIANCE ASSOCIATES	SCOTCH PLAINS	NJ	07060	DANYELLA BROOKS	(908) 387-7744	680	RESIDENTIAL	PUBLIC BLDG	COMM/SS
EMPIRE ENVIRONMENTAL, LTD	MONTVILLE	NJ	07045	MICHAEL J. BOGGI	(973) 334-5641	630	RESIDENTIAL	PUBLIC BLDG	
ENTECH ENGINEERING OF NJ	ISELIN	NJ	08830	MOHAMMAD ULLAH	(732) 781-0000	701	RESIDENTIAL	PUBLIC BLDG	COMM/SS
ENV. TESTING CONSULTANTS, LLC.	RUNNEMEDE	NJ	08078	TROY A. RAY	(856) 482-1311	335	RESIDENTIAL	PUBLIC BLDG	COMM/SS
ENVIRONMENTAL CONNECTION, INC.	TRENTON	NJ	08608	STEVE MANIA	(609) 392-4200	200	RESIDENTIAL	PUBLIC BLDG	
ENVIRONMENTAL DESIGN INC.	PENNSAUKEN	NJ	08109	JAY MURRAY	(856) 616-9516	552	RESIDENTIAL	PUBLIC BLDG	

COMPANY NAME	CITY	STATE	ZIP	CONTACT	PHONE	CERT #	SPECIALTY 1	SPECIALTY 2	SPECIALTY 3
ENVIRONMENTAL HEALTH INVEST.	SPARTA	NJ	07871	WILLIAM S KERBEL	(973) 729-5649	388	RESIDENTIAL	PUBLIC BLDG	COMM/SS
ENVIRONMENTAL LOGIC, LLC.	LAWRENCEVILLE	NJ	08648	KEVIN LOVELY	(609) 910-0720	702	RESIDENTIAL	PUBLIC BLDG	
ENVIRONMENTAL TACTICS, INC.	MATAWAN	NJ	07747	TOM P. GEIGER	(732) 290-2217	70	RESIDENTIAL	PUBLIC BLDG	COMM/SS
ENVIRONMENTAL TESTING SERVICES	DEPTFORD	NJ	08096	MICHAEL STEFKOVIC	(866) 226-2114	531	RESIDENTIAL	PUBLIC BLDG	
ENVOCARE ENV. & FACILITY MGT.	SOMERSET	NJ	08873	DEVANG PATEL	(732) 253-5740	709	RESIDENTIAL	PUBLIC BLDG	COMM/SS
ESIS, INC.	PHILADELPHIA	PA	19106	FRANK WESTFALL	(215) 640-5551	503	RESIDENTIAL	PUBLIC BLDG	COMM/SS
GANNETT FLEMING INC.	MARLTON	NJ	08053	HELEN PAPPAS	(856) 396-2226	569			COMM/SS
GLS INSPECTIONS, LLC.	FAIR LAWN	NJ	07410	LANA SILBERMAN	(201) 988-1995	696	RESIDENTIAL	PUBLIC BLDG	COMM/SS
GZA GEOENVIRONMENTAL, INC.	FAIRFIELD	NJ	07004	BENJAMIN M. SALLEMI	(973) 774-3300	358	RESIDENTIAL	PUBLIC BLDG	COMM/SS
HILLMANN CONSULTING, LLC.	UNION	NJ	07083	JILL ASCH	(908) 688-7800	101	RESIDENTIAL	PUBLIC BLDG	COMM/SS
INGT LEAD SWIPE, LLC.	SWEDESBORO	NJ	08085	MICHAEL B. KOGUT	(609) 828-0479	723	RESIDENTIAL	PUBLIC BLDG	
ISLES INC.	TRENTON	NJ	08618	PETER ROSE	(609) 341-4730	613	RESIDENTIAL	PUBLIC BLDG	
J.S. HELD, LLC.	JERICO	NY	11753	JEFFEREY ANDERSON	(516) 621-2900	714	RESIDENTIAL	PUBLIC BLDG	
LANGAN ENG. & ENV. SERVICES	PARSIPPANY	NJ	07054	JEROME CIRILLI	(973) 560-4900	47	RESIDENTIAL	PUBLIC BLDG	
LEA ENVIRONMENTAL LLC.	BLACKWOOD	NJ	08012	JENNIFER L. PUCCIO	(866) 711-0201	626	RESIDENTIAL	PUBLIC BLDG	COMM/SS
LEAD CONSULTANTS OF AMERICA	SOMERSET	NJ	08873	CARL MASTYKARZ	(732) 418-9006	317	RESIDENTIAL	PUBLIC BLDG	
LEAD CONSULTING & INSPECTION	SHORT HILLS	NJ	07078	LUKE SCHROEDER	(973) 912-0222	121	RESIDENTIAL	PUBLIC BLDG	COMM/SS
LEW ENVIRONMENTAL SERVICES, LLC.	MINE HILL	NJ	07083	LEE E. WASSERMAN	(908) 654-8068	15	RESIDENTIAL	PUBLIC BLDG	COMM/SS
LEWIS CONSULTING GROUP, INC.	MANASQUAN	NJ	08736	CLIVE H. WILLIAMS	(732) 276-2420	655	RESIDENTIAL	PUBLIC BLDG	COMM/SS
MANDELL LEAD INSPECTORS, INC.	TOTOWA	NJ	07512	STUART CASCIANO	(973) 785-7574	76	RESIDENTIAL	PUBLIC BLDG	
MATRIX NEW WORLD ENGR.	FLORHAM PARK	NJ	07932	JAYNE WARNE	(973) 240-1800	204	RESIDENTIAL	PUBLIC BLDG	
McCABE ENVIRONMENTAL SERVICES	LYNDHURST	NJ	07071	JOHN CHIAVIELLO	(201) 438-4839	338	RESIDENTIAL	PUBLIC BLDG	COMM/SS
MONTROSE ENV. SOLUTIONS, INC.	ROBBINSVILLE	NJ	08691	JULIAN FERNANDEZ-OBREGON	(609) 890-7277	416	RESIDENTIAL	PUBLIC BLDG	COMM/SS
NV5, INCORPORATED	PARSIPPANY	NJ	07054	RYAN BROADWATER	(973) 946- 5627	574	RESIDENTIAL	PUBLIC BLDG	
OMEGA ENV. SERVICES, INC.	S. HACKENSACK	NJ	07606	GARY J. MELLOR	(201) 489-8700	120	RESIDENTIAL	PUBLIC BLDG	COMM/SS
OPTIMUM ENV. SOLUTIONS	UNION	NJ	07083	EMMANUEL O. CHIOBI	(862) 955-3088	627	RESIDENTIAL	PUBLIC BLDG	
PARTNER ENG. & SCIENCE	TORRANCE	CA	90501	BRIAN NEMETZ	(310) 615- 4500	658	RESIDENTIAL	PUBLIC BLDG	COMM/SS
PENNONI ASSOCIATES INC.	HADDON HEIGHTS	NJ	08035	CHRIS PURVIS	(856) 547-0505	239	RESIDENTIAL	PUBLIC BLDG	COMM/SS
PRECISION ENVIRONMENTAL, INC.	CORTLAND MANOR	NY	10567	ANDREAS C. ANDREOU	(718) 383-2616	400	RESIDENTIAL	PUBLIC BLDG	
PRESTIGE HOME INSPECTION SVCS.	NEW YORK	NY	10033	ILIA ARVELO	(917) 979-4404	712	RESIDENTIAL	PUBLIC BLDG	
REACT ENV. PROFESSIONAL SERVICES	PHILADELPHIA	PA	19142	SUZANNE C. SHOURDS	(215) 729-3220	605	RESIDENTIAL	PUBLIC BLDG	
RJB ENVIRONMENTAL, INC.	MORRISVILLE	PA	19067	JAMES FRISBEE	(267) 991-9212	654	RESIDENTIAL	PUBLIC BLDG	
RYDER HOME INSPECTIONS, LLC.	BRICK	NJ	08724	KARLA RYDER	(732) 995-5195	722	RESIDENTIAL	PUBLIC BLDG	
S.A. BARCIA INSPECTIONS LLC.	HACKENSACK	NJ	07601	BARCIA STEPHEN	(201) 487 - 0158	656	RESIDENTIAL	PUBLIC BLDG	COMM/SS
SAFETY ENV. COMPANY OF NY	STATEN ISLAND	NY	10301	FRANCIS OWOH	(718) 390-0914	447	RESIDENTIAL		COMM/SS
SKY ENVIRONMENTAL	MOUNTAIN LAKES	NJ	07046	MARINA SHERESHEVSKY	(973) 769-6946	479	RESIDENTIAL	PUBLIC BLDG	
SYNERTECH INC.	PHILADELPHIA	PA	19148	ERIC BELFI	(215) 755-2305	545	RESIDENTIAL	PUBLIC BLDG	COMM/SS

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TADCO ENGINEERING	LYNDHURST	NJ	07071	SAFWAT TADROUS	(201) 222-5322	551	RESIDENTIAL	PUBLIC BLDG		
TECTONIC ENG. & SURVEYING, INC.	MOUNTAINSIDE	NJ	07092	CRITELLI THOMAS	(973) 467-5850	664	RESIDENTIAL	PUBLIC BLDG	COMM/SS	
TRC ENGINEERS, INC.	NEW YORK	NY	10018	EDWARD GERDTS	(212) 221-7822	266	RESIDENTIAL	PUBLIC BLDG	COMM/SS	
TTI ENVIRONMENTAL, INC.	MOORESTOWN	NJ	08057	TIM POPP	(856) 840-8800	13	RESIDENTIAL	PUBLIC BLDG	COMM/SS	
USA ENVIRONMENTAL MNGT INC.	TRENTON	NJ	09153	JOHN T.DUGGAN JR.	(609) 656-8101	232	RESIDENTIAL	PUBLIC BLDG		
VANASSE HANGEN BRUSTLIN, INC.	MANASQUAN	NJ	08736	GLEN KIRKPATRICK	(732) 223-2225	699	RESIDENTIAL	PUBLIC BLDG		
WATTS ARCHITECTURE & ENG. P.C.	BUFFALO	NY	14203	KEVIN P. JANIK	(716) 206-5100	715	RESIDENTIAL	PUBLIC BLDG	COMM/SS	
WHITMAN	SOMERSET	NJ	08873	DAVID VILLAR	(732) 390-5858	261	RESIDENTIAL	PUBLIC BLDG		
CERT # = CONTRACTOR CERTIFICATION NUMBER								COMM/SS = COMMERCIAL BUILDINGS AND SUPERSTRUCTURES		PAGE 3 OF 3
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