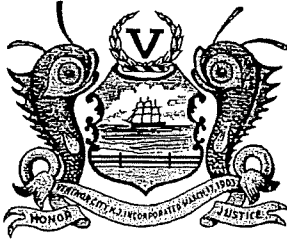


DEPARTMENT OF BUILDING SAFETY  
&  
FLOOD PLAIN MANAGEMENT

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. LEAD PAINT REMEDIATION REQUIREMENTS **NJAC 5-28A**. ANY **RENTALS** BUILT PRIOR TO **1978**, MUST PROVIDE A CERTIFICATE (LEAD FREE **DUST WIPE SAMPLES**), FROM A LEAD EVALUATION CONTRACTOR. IT MUST BE DONE PRIOR TO ANY NEW TENANT ON OR BEFORE JULY 1, 2024. 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.

PLEASE BE ADVISED THAT THE CITY HAS ENTERED INTO A SHARED SERVICES WITH LEW ENVIRONMENTAL SERVICES WHICH PROVIDES THIS SERVICE. THEY CAN BE REACHED AT (908)654-8068/(800)783-0567and [www.lewenvironmental.com](http://www.lewenvironmental.com). PLEASE 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](http://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**



181 US Hwy 46  
Mine Hill, NJ 07803  
(908) 654-8068  
(800) 783-0567  
Fax 908-654-8069  
www.lewenvironmental.com

**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.







# ENVIRONMENTAL SERVICES

## CREDIT CARD AUTHORIZATION FORM

PLEASE PRINT INFORMATION

Date: _____  Job #: <u>221065</u>	<p style="text-align: right;"><b>Choose One:</b></p> <input type="checkbox"/> Charge entire balance on card provide below.			
Credit Card Type (Circle One)	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"><b>VISA</b></td> <td style="width: 33%;"><b>MasterCard</b></td> <td style="width: 33%;"><b>American Express</b></td> </tr> </table>	<b>VISA</b>	<b>MasterCard</b>	<b>American Express</b>
<b>VISA</b>	<b>MasterCard</b>	<b>American Express</b>		
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](http://www.lewenvironmental.com)

Atlantic County Improvement Authority+ - Lead NJ Lead Law - Project #: 221065  
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Prepared by: LEW Project #: 221065  
 May 22, 2023  
 7 of 7

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, N.J.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.