

**TOWNSHIP OF BELLEVILLE
ESSEX COUNTY, NEW JERSEY**

RESOLUTION NO. 037-2025

DATE OF ADOPTION: February 25, 2025

TITLE:

APPOINTING LEW ENVIRONMENTAL SERVICES TO PROVIDE SERVICES NECESSARY FOR THE TOWNSHIP OF BELLEVILLE TO COMPLY WITH N.J.S.A. 52:27D-437, et seq. and N.J.A.C. 5:28A

WHEREAS, pursuant to N.J.S.A. 52:27D-437, et seq. and in accordance with N.J.A.C. 5:28A, all municipalities in the State of New Jersey are now required, with certain exceptions, to inspect every single family, two family, and multiple rental dwellings located within the municipality at tenant turnover for lead based hazards or within three years of the effective date of the law, whichever is earlier; and

WHEREAS, LEW Environmental Services has submitted a proposal, a copy of which is attached hereto and incorporated herein by reference, setting forth the terms and conditions of the services to be provided in order to manage complete compliance with said requirements; and

WHEREAS, the Township of Belleville will not incur any fees from LEW Environmental as all fees shall be billable and payable by the property owner; and

WHEREAS, the Township Manager and Township Attorney have reviewed the proposal submitted by LEW Environmental, and recommends the approval of same; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Belleville that the proposal for professional services for staffing to support management of lead testing of rental units in the Township, submitted by LEW Environmental Services, a copy of which is attached hereto and incorporated hereby by reference, is hereby approved; and

BE IT FURTHER RESOLVED that the Township of Belleville will not incur any direct fee as same shall be billable and paid by the property owner; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to take all steps necessary to effectuate the intent of this resolution; and

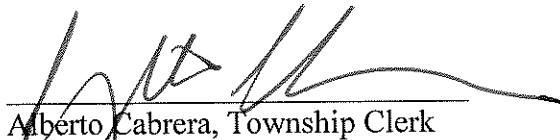
BE IT FURTHER RESOLVED that the Township Clerk is authorized and directed to forward a copy of the resolution together with the professional agreement and signed proposal to LEW Environmental Services upon its passage.

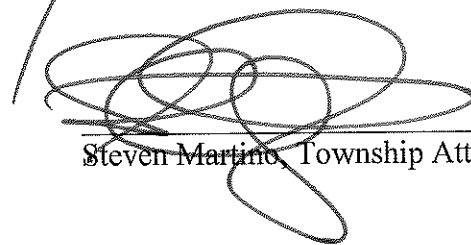
RESOLUTION#037-2025
FEBRUARY 25, 2025

On a motion by Council Member COZZARELLI
Seconded by Council Member GUARDABASCO

Adopted by the Municipal Council of the Township of Belleville, N.J.									
COUNCIL RECORD OF VOTE									
Council Member	YES	NO	N.V.	AB.	Council Member	YES	NO	N.V.	AB.
COZZARELLI	X				MULDROW	X			
DE PEÑA	X				VELEZ	X			
GRAZIANO	X				MAYOR MELHAM	X			
GUARDABASCO	X								
X - Indicates Vote					N.V. – Not Voting			AB - Absent	

I, Alberto Cabrera, Registered Municipal Clerk, for the Township of Belleville, do hereby certify that the foregoing is a true copy of a resolution adopted by the Belleville Township Council at a meeting held on the 25TH day of FEBRUARY, 2025.


Alberto Cabrera, Township Clerk


Steven Martino, Township Attorney

Brian Banda
Township Manager

PROPOSAL/CONTRACT
Professional Services- Staffing
from a NJ Department of Community Affairs
Certified Lead Evaluation Contractor
Proposal Number 3458

Client Information

Michael Melham
Belleville Township
152 Washington Avenue
Belleville, NJ 07109
Phone: 973-450-3407
Email mmelham@bellevillenj.org

Site Information

Belleville Township, NJ

Background

The above mentioned municipality is requesting a proposal for a Professional Services Agreement for Staffing to support management of lead testing of rental units of Belleville, NJ to comply with NJAC 5:28A.

Scope of Services

Staffing Support for Visual Inspection Program

The municipality is managing a program to ensure compliance lead testing for rental units as per NJAC 5:28A. LEW Environmental Services, LLC will support the program through providing staffing and technology to:

- Reach out to property owners to notify them about the law and compliance
- Provide online and personnel for property owners to schedule services
- Provide visual lead inspections, dust wipe sampling, XRF inspections if the property owner would like the option of being lead free, and post remediation/clearance inspections
- Bill and collect payments for the inspections, as well as any municipal and state fee required
- Provide the municipality to a portal that contains all real-time data and record keeping required to be in compliance with the act (inspection schedules, inspection results, tenant turnover, lead-safe certifications)

Staffing Support Process

The municipality will provide to LEW Environmental Services LLC. (LEW) a listing of all contact information associates with the rental units requiring visual assessment to comply with NJAC 5:28A. In addition, the municipality will provide LEW with a letter stating that LEW has been contracted to provide service at defined rates and maintain required information on behalf of the municipality.

LEW will reach out to all units to educate them on the law, requirement, and schedule services. LEW will perform the Visual Assessment Services or Dust Wipe Sampling, as required by NJDCA method of inspection list, and bill the owner of the units for the services. LEW will maintain in its proprietary database a listing of all rental units, the status of compliance, the results of the initial assessment, and the status of remediation, if required. LEW will provide the municipality a monthly reporting documenting the status of each rental unit.

There is no direct fee to the municipality from LEW, all fees are billable and payable to the property owner.

Scope of Services: Visual Inspections

LEW Environmental Services LLC. (LEW) hereby proposes to furnish all the materials and perform all the labor necessary for the completion of a visual assessment to comply with NJAC 5:28A in the dwelling unit(s) and a common area. Exteriors will not be included in assessment per NJAC 5:28A. Visual assessment will be performed in accordance with the HUD Guidelines and regulations at 42 U.S.C. § 4851b. If no deteriorated paint (presumed hazards) is noted, a Lead-safe certification will be issued per NJAC 5:28A. If deteriorated paint (presumed hazards) is noted, a Lead-safe certification will NOT be issued per NJAC 5:28A. Deteriorated paint will be required to be addressed by abatement or interim controls, followed by a post-remediation inspection with dust wipes (additional site visit and dust wipe fees will apply).

LEW is licensed/certified by the applicable regulatory agency to perform the proposed services and all of our environmental professionals and staff are certified by the appropriate regulatory agency.

Property Owner Fees, Interest, and Changed Circumstances

LEW would like to thank you for allowing us this opportunity to be of service and proposes to perform the above stated services for the following amount:

Visual Inspection per unit: \$250.00

*An XRF (X-Ray Fluorescence) inspection is available to the requesting party as an add-on to the visual inspections for an additional \$150.00 per 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.

Post Remediation Inspection/Clearance: \$295.00 per unit including dust wipe samples.

Mailers/Postcards to Landlords (if requested): \$1.10 per unit

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.

Incidentals: All incidentals not specifically stated in LEW's "Scope of Services" above, will be invoiced at cost plus 10%.

Payment Terms, Interest, and Costs of Collection: Net, 0, 18% Payment for services are due upon completion of work. Unpaid balance 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 thirty (30) days. The Property Owner shall reimburse LEW for all attorney's fees and costs related to collection of overdue payments. The Property Owner shall remain obligated to pay LEW for the services even though the test results or report produced by LEW may contain conclusions unfavorable to the Client's interests.

Credit Card Security: Credit card security (Visa or MasterCard) is required on all LEW projects prior to mobilization. Credit cards will not be charged until completion of services as detailed in this Contract. If Property Owner prefers to pay by other means, such payments must be made prior to completion of our on-site visit. **3% fee will be charged on all credit card payments.**

Changed Circumstances, Additional Work, and Additional Fees: LEW will not be responsible for encounters revealing additional work that may affect the Scope of Services and pricing. LEW reserves the right to amend the Scope of Services and pricing if 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. LEW will request a change order where circumstances change. No additional work shall be performed without the issuance of a written change order signed by the Client.

Respectfully submitted this day on behalf of LEW: 01/15/2025

Per: Jessica Pacheco Arteaga

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. 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.

Additional Terms & Conditions

- **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.
- **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 are disclaimed.
- **Liability Limits and Disclaimer**— The Client agrees that LEW's total liability for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Contract from any cause or causes, including, but not limited to, LEW's negligence, errors, omissions, strict liability, breach of contract, breach of any statute (including consumer fraud statutes), or breach of warranty shall not exceed LEW's total fee under this Contract or \$25,000, whichever is less. In no event shall LEW be liable to Client for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under the Contract. .
- **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, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.
- **Unforeseen Occurrences** - LEW shall not be responsible for any damages or losses resulting from unforeseen occurrences beyond reasonable control of LEW or acts of God; Defective plans, specifications, drawings or verbal communications provided by Client; Discoveries or events that occur and could not be reasonably anticipated due to limitations of the scope of the work and where due diligence was performed in avoiding such events.
- **Indemnity** - LEW has neither created nor contributed to the creation or existence of any hazardous, pollutant, irritant, radioactive, toxic, or otherwise dangerous substance or condition on site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss which may be caused by exposures to such substances or conditions. Furthermore, Client agrees to defend, indemnify, and hold LEW harmless from any claim, liability, loss, cost, or expense (including attorneys' fees) arising from or related to LEW's services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of LEW, its employees, officers and agents.
- **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. The Client shall compensate LEW for services performed prior to termination and for prior authorized commitments made by LEW on the Client's behalf.
- **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 the 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 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, the Client's consultants and contractors, and information from public records, without the need for independent verification.
- All work will be performed on Monday through Friday between the hours of 8:00am and 5:00pm, unless otherwise agreed.

This Proposal/Agreement and the described procedures, strategies and pricing is to be used only for the purpose of offering services to the above named "Client" and is intended for the "Client" named above only. 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's written authorization.

Length of Proposal: It is understood that this proposal is valid for a term of forty- five (45) days, unless otherwise extended in writing by LEW.

ACCEPTANCE OF PROPOSAL/CONTRACT

The above services, specifications, conditions and fees are satisfactory and are hereby accepted. The LEW is authorized to do the services as specified. Payment will be made as outlined above.

Proposal Number 3458

**Property Block and Lot numbers are required for Lead
Certificates.**

Accepted by:  Date: 3/7/25

Accepted by LEW: Jessica Pacheco Arteaga Date: 1/15/2025

Client Information Use Client Info

Michael Melham
Belleville Township
152 Washington Avenue
Belleville, NJ 07109
Phone: 973-450-3407
Email mmelham@bellevillenj.org

BILLING/INVOICING INFO

Contact Name: _____

Contact Phone: _____

Contact E-mail: _____