

**FLORENCE TOWNSHIP
RESOLUTION NO. 2022-105
AUTHORIZING A LIEN AGAINST PRIVATE PROPERTY TO COVER THE COSTS
OF SECURING AN UNSAFE STRUCTURE**

WHEREAS, as a result of an inspection by the Township Construction Official, an imminent hazard as defined by N.J.S.A. 52:27D-132 and N.J.A.C. 5:23-2.32, was determined to exist in the principal structure located on the property identified as Block 50, Lot 7 on the Tax Map of the Township of Florence and more commonly known as 307 Broad Street, Florence Township (hereinafter the "Subject Property"); and

WHEREAS, the Township served the property owner, Datta Moshome, and all parties in interest with notice in accordance with the provisions of N.J.S.A. 52:27D-132 and N.J.A.C. 5:23-2.32, and the Township gave the property owner the required opportunity to take action to correct the unsafe conditions or demolish the compromised structure by no later than April 27, 2022; and

WHEREAS, the property owner failed to take action to correct the unsafe conditions, demolish the structure and/or otherwise comply with the Notice of Unsafe Structure within the time constraints set forth in the Notice; and

WHEREAS, due to the property owner's failure to take timely corrective action, the Township solicited competitive quotes and contracted with Hale Built Group to correct the unsafe conditions on the Subject Property; and

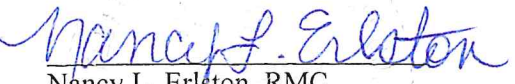
WHEREAS, N.J.S.A. 40:48-1 provides authority to a municipality to assess the cost of securing an unsafe property as a municipal lien against the premises and N.J.S.A. 40:48-2.5 permits the municipality to include the cost of filing legal papers, expert witnesses' fees, search fees and advertising charges incurred in the course of any proceeding; and

WHEREAS, as of May 4, 2022, the Township has incurred \$16,250.00 in costs associated with securing the Subject Property, as set forth in the invoices attached hereto as "Exhibit A"; and

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Florence, County of Burlington, State of New Jersey, that the Township Tax Collector is hereby authorized to place a lien on Block 50, Lot 7, Florence Township, in the amount of \$16,250.00, representing the total costs to date incurred by the Township for securing the unsafe structure at this location.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be filed with the Florence Township Tax Collector and any other custodian of the records of tax liens and a copy shall be forwarded to the property owner by registered mail.

I, NANCY L. ERLSTON, Clerk of the Township of Florence, County of Burlington, State of New Jersey, do hereby certify that the foregoing Resolution is a true copy of the resolution approved by Township Council at their May 18, 2022 meeting.


Nancy L. Erlston, RMC
Township Clerk

RESOLUTION 2022-105
"SCHEDULE A"

B
50.7



Since 1946

545 Mantoloking Road • Brick Township, NJ 08723 • Phone: 732-202-6207 •
Fax: 732-202-6208

Jim Hoey - Construction Official Florence Twp.
609.949.2685

307 Broad Street
Florence, NJ 08518

Print-date:

4-8-2022

The Hale Built team extends our sincere gratitude for the opportunity to submit a proposal for your project.

Hale Built has been a local family name since 1946. To this day, each project is personally evaluated by a licensed professional, not a sales person.

As with any home renovation, it is important to have an experienced and professional structural team. We hold licenses as a Home Improvement Contractor, Home Elevation Contractor, and Rigger. Rest assured that Hale Built has all of the credentials and appropriate insurance necessary to complete your project responsibly.

We understand that home repair projects can be daunting. Our experienced project managers and Certified Floodplain Manager will guide you every step of the way.

Please do not hesitate to reach out to us with any questions regarding this proposal. We look forward to hearing from you soon.

Price Breakdown

Group Price: \$16,000.00

Title	Description	Price
General Notes	Please be advised: *Costs shown includes material pricing as of 4/7/2022. Due to the heavy and steady increase in costs for construction materials, a material increase may be applicable at time of mobilization and must be paid by the customer prior to procurement. *Hale Built is not responsible for lead times on special order or custom ordered materials.	\$0.00
Emergency Shoring	1. Includes experienced rigging crew to make house safe. 2. We deploy industry finest shoring methods and gear, and we are fully insured. 3. Crew will move debris and material to make room to set temporary poles, beams, and support cribbing to make house safe to work under, at our sole discretion 4. NO CONTRACTOR is to move, adjust or tamper with the shoring once in place without express consent of Hale Built. Any changes to the structure or property must be conveyed in writing to Hale Built Group by homeowner or agent of homeowner or contract holder. Failure to notify Hale Built of any work performed while shoring is in place voids all assurances made	\$0.00

by Hale Built Group in correlation with our shoring methods.

5. Shoring maybe stepped or moved by Hale Built crews only-at additional charge if needed.

6. Additional shoring days are assessed at \$7,250/day for shoring/rigging crew.

Emergency Shoring	1) House-Lifting/Shoring crew will install temporary shoring along right-side of structure in the main basement. 2) No foundation or structural work shall occur while house is shored without providing plans and notice to Hale Built Group.	\$16,000.00
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Total Price: \$16,000.00

Terms and Conditions:

1) Contractor. Ferguson Structural Movers DBA Hale Built Group herein "Contractor".

2) Ownership: Owner represents that it has clear and marketable legal title to the house or structure denoted in this document.

3) Disconnects. Disconnect and reconnect of utility services not included (i.e. water, sewer, gas, electric, etc.) **if applicable only.**

4) Notifications. Owner or contract holder is responsible for notifications of the proper authorities, utility representatives and service providers for utility disconnection, reconnection and final inspection for Certificate of Occupancy. Contractor is responsible for contractor-related notifications (i.e., NJ One Call).

5) Licenses, Permits & Fees. Engineering services, licenses, permits and fees are not included-unless noted above.

6) Access. Contractor requires access to all areas under construction

7) Personal Belongings and Furniture. Owner is responsible for removing all personal belongings and furniture from the work site for the duration of the project **if applicable**. Contractor is not responsible for damage to personal belongings and furniture that are not removed from work site. Contractor is not responsible for removing, relocating, or protecting Owner's personal belongings and furniture unless otherwise noted in this proposal.

8) Valid Prices. Prices quoted in this document will remain valid for a period of ten (10) calendar days (unless otherwise noted above) from the date of this Agreement. Prices quoted in this document assume the work being done at one time. Scope of work line items do not represent standalone pricing.

9) Contractor is not responsible for damage done to unmarked underground utilities or any wires, hoses, pipes, lines, etc., curbs or pavement, sidewalks, landscaping/lawn, irrigation, drywall, or other property related items during shoring.

10) Conflict Resolution. Any controversy or claim arising out of, or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its commercial (or other) arbitration rules (including the emergency interim relief procedures) and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11) Payment Terms: Emergency Shoring - 60% due upon signing/mobilization, 20% due upon completion of shoring, 20% due upon removal of shoring equipment.

12) Cancellations once crew is loaded will be assessed a \$2,500.00 mobilization fee, deducted from the signing deposit to be returned.

13) Penalty Charges. A \$50.00 penalty charge will be billed to the Owner in the event the Contractor receives a payment check that cannot be processed due to insufficient funds and an interest charge of 1.98% per month will be levied until outstanding payment principal, penalty charges and interest monies are paid in full. In the event the Owner fails to make payment, the Owner shall be in default. If default is not cured within seven days, all monies paid to the Contractor shall belong to the Contractor for breach of contract and as liquidated damages.

14) For emergency shoring projects, not all conditions are known or defined. The initial proposed cost in this contract is based on visual observation only. The contractor shall take every measure within their purview as additional concerns arise or are found. Additional equipment may be necessary, and any additional charges incurred will be passed to the contract holder in the form of a change order. The minimum crew day rate is \$7,250.00.

15) Permissions. Owner shall obtain written permission and a hold harmless agreement from the adjoining property owners to allow Contractor's workmen and equipment access on their property, if needed. Contractor also has permission to publish jobsite photos and correspondence for web content. (If applicable)

16) Scope of Work. Only items of work specifically stated in this proposal are included. If an item of work is not specifically defined as being included, this item is excluded. If excluded work is completed on site at homeowner's request, this will be billed to customer in the form of a change order.

17) Licensed Design Professionals. For projects in which plans are provided by a licensed design professional, the Contractor will perform work to the specifications outlined in the plans that have been both approved by the owner and, released by the municipality in cases when permits are obtained. Requests by the Owner to change the scope of work may necessitate revised plans. The Contractor reserves the right to revise the scope of work and bill contract holder associated charges to facilitate design changes. In absence of an engineer's plan and due to the imminent nature of emergency shoring, the contractor shall provide shoring to the best of their ability.

18) Subgrade Conditions. Prices for work that occurs subgrade assumes soils are free and clear of debris unless otherwise noted in this proposal. Subgrade impediments may necessitate work scope change.

19) Sales Tax Exemption. All rates and fees listed on this proposal do not include sales tax, if required. Owner may review, sign and maintain an NJ ST-8 form for personal taxes, if applicable for services, etc., provided in this Agreement that may qualify as a capital improvement and may be NJ sales tax exempt.

20) Rental Fee. For reasons outside of the Contractor's control, the Contractor must assess a rental fee for steel, cribbing and equipment that is not removed from the site within 30 days. The weekly charge for equipment that must remain in place for reasons outside of the Contractor's control will be \$250.00 per week.

21) Re-assignment. This Contract will not be sold or assigned without written consent of the Owner.

22) Liability & Workers Compensation Insurance. Contractor shall, at the Contractor's cost and expense, obtain and maintain insurance required under the workman's compensation law of New Jersey and shall provide and keep in full force for the benefit of the Owner, general public liability insurance, protecting the Owner against any and all liability arising out of, occasioned by or resulting from any accident or occurrence due to the Contractor's negligence, happening or otherwise in or about the premises for injuries to any persons with the exception of other contractors and their employees or leased or temporary workers for limits of not less than \$1,000,000.00 (\$1 million USD) for injuries to one person and \$1,000,000.00 (\$1 million USD) for injuries to more than one person in any one accident or occurrence and for loss or damage to property of any one person or persons for not less than \$1,000,000.00 (\$1 million USD), and will save, hold, keep harmless and indemnify the Owner from any liability of losses to persons or to any liability of losses to persons or to any adjacent lands which may have been caused by the Contractor or Contractor's workmen, agents, employees, invitees or licensees. Prior to entering the premises, Contractor will supply to Owner proof that all required general liability and workman's compensation insurance is in place and in full force and effect as evidenced by the delivery of a Certificate(s) of Insurance (COI) from the applicable carrier(s).

23) Adjacent Lands. Contractor is not responsible for damage to adjacent lands which may have been caused by the Contractor or Contractor's workmen, agents, employees, invitees or licensees. Contractor will supply to Owner proof that all required general liability and workman's compensation insurance is in place and in full force and effect as evidenced by the delivery of a Certificate(s) of Insurance (COI) from the applicable carrier(s).

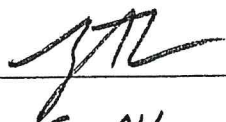
Memorandum

I understand and acknowledge that the successful leveling of my house floor joists, girders, piers or foundation walls is subject to several conditions which may not be visible or completely understood at the time of starting the work. I further understand that the finished product of the work effort performed by Hale Built may not be perfect. I recognize that given the unlevel starting condition of the area to be worked on is not level and because of that leveling certain areas may cause other areas to become unlevel, squeak, crack, deflect, crack or otherwise require additional corrective action not foreseen at the time of start.

I agree and understand the proposed starting work scope and recognize, that while Hale Built will give their best professional experience and effort to achieve the stated goal, doing so may cause unforeseen changes and or other repairs, for which I will be responsible to pay for time and material receipts plus 10%.

I finally agree and understand that Hale Built will not charge me for any change orders, additional time or materials unless I expressly agree in writing, email or text to the proposed changes presented to me in a similar written fashion. I lastly agree that Hale Built will not take actions they prescribe to which I have not agreed, and release from liability and hold Hale Built harmless from unfinished repairs or modifications or costs of reconciling unfinished work for which I refused.

Signature:



Print Name:

STEPHEN FRZELAS - ADMINISTRATOR

Date:

7/12/22

Hale Built Group
PO Box 5028
Toms River, NJ 08754
admin@halebuilt.com
halebuilt.com



Since 1946

INVOICE

BILL TO

Township of Florence - 307
Broad St, Florence
711 Broad St
Florence, NJ 08518

INVOICE # 2778

DATE 05/07/2022

DUE DATE 05/14/2022

TERMS Due on receipt

PROJECT ADDRESS

307 Broad St, Florence

ACTIVITY	DESCRIPTION	QTY	AMOUNT
Equipment Rental Fees	Rental Fees Beginning 5/7/2022, continuing weekly until shoring equipment is removed from site, \$250/week	1	250.00

BALANCE DUE

\$250.00