

Board of Commissioners
Robert Barr, Chairperson
Scott Halliday, Vice-Chairperson
Beverly McCall, Commissioner
Robert Henry, Commissioner
Patrick Mumman, Commissioner
Patricia Miles-Jackson, Commissioner
Brian Broadley, Commissioner



204 4th Street
Ocean City, New Jersey 08226

Phone: 609-399-1062
Fax: 609-399-7590

Jacqueline S. Jones, Executive Director

July 16, 2020

The Board of Commissioners
Ocean City Housing Authority
Ocean City, New Jersey 08226

Dear Commissioner:

The regular meeting of the Ocean City Housing Authority will be held on **Tuesday, July 21, 2020, via video-conference at 3:00 pm from the Management Offices of the OCHA located at 191 W. Chestnut Avenue, Vineland, NJ 08360.**

The Board may enter into executive session to discuss personnel matters and any other housing business that meets the criteria for an executive session. Formal action may be taken.

Very truly yours,

Jacqueline S. Jones
Executive Director

Ocean City Housing Authority

AGENDA

Tuesday, July 21, 2020
3:00 p.m.

Via Video-Conference

1. Call to Order
2. Pledge of Allegiance
3. Reading of the "Sunshine Law Statement"
4. Roll Call
5. Approval of Minutes:
 - a. Regular Meeting on June 16, 2020
6. Fee Accountant's Report
7. Executive Director's Report
8. Committee Reports
9. Old Business – Rick Ginnetti, The Brooke Group – Update on Speitel & Bayview Manor
10. New Business – Rick Ginnetti, The Brooke Group – Scattered Site Development & Ocean City Community Development Corporation Discussion
11. Resolutions:

# 2020-22	Approval of Monthly Expenses
# 2020-23	Authorizing Affiliation and Support of the Ocean City Community Development Corporation and Approval of its By-Laws
# 2020-24	Shared Services Agreement with City of Ocean City
# 2020-25	Awarding As-Needed Yardi Consulting Services
# 2020-26	PHA Certification of Compliance Annual Plan
# 2020-27	Operating and State Budget (10/1/2020-09/30/2021)

Executive Session if required
12. Comments from the press and/or public – Limited to 5 minutes for each speaker
13. Comments from Board Members
14. Adjournment

Housing Authority of the City of Ocean City

Regular Board of Commissioner Meeting Minutes

June 16, 2020 – 3:00 p.m.

The regular meeting of the Housing Authority of the City of Ocean City was held on June 16, 2020, at 3:00 p.m. via teleconference from the Management Offices of the OCHA located at 191 W. Chestnut Avenue, Vineland, NJ 08360.

The meeting was called to order by Chairman Barr. Chairman Barr requested everyone to rise for the Pledge of Allegiance.

Chairman Barr read the Sunshine Law.

Upon roll call those present were:

Commissioner Robert Halliday
Commissioner Patrick Mumman
Commissioner Beverly McCall
Commissioner Robert Henry
Commissioner Patricia Jackson
Commissioner Brian Broadley
Chairman Robert Barr

Chairman Barr read the Sunshine Law.

Also present were Jacqueline Jones, Executive Director, Wendy Hughes, Assistant Executive Director, Ron Miller, VHA Assistant Asset Manager – Operations, Charles W. Gabage, Esquire – Solicitor, Linda Cavallo – Accountant and Gloria Pomales, Executive Assistant.

Minutes

Chairman Barr requested a motion to approve the Regular Meeting minutes from May 19, 2020. A motion was made by Commissioner Jackson and seconded by Commissioner Mumman. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Yes)
Commissioner Robert Henry	(Yes)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Yes)
Chairman Robert Barr	(Yes)

Treasurer's Report

Ms. Cavallo reviewed the Financial Report for the eight months ended May 31, 2020. Ms. Cavallo explained the new format of the report. Commissioner Henry asked when the final RAD expenses will clear. Mrs. Jones stated all RAD expenses are cleared in this report. Motion to approve the Treasurer's Report made by Commissioner Halliday and seconded by Commissioner Mumman. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Yes)
Commissioner Robert Henry	(Yes)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Yes)
Chairman Robert Barr	(Yes)

Executive Director's Report

Mrs. Jones mentioned the work on the financial report took several months with internal staff and a consultant hired who is experienced with the Authority's software and property management as well as being accountants. Adjustments will be made as needed to the report.

Mrs. Jones imagines that all the Commissioners have all been able to drive by the site of Speitel Commons construction and have seen the activity going on. The good news is everything is running on schedule. The elevator pits have been dug. Ron Miller stated they should be starting on the foundation work within the next week and half. There will be more concrete work happening in the next 60 days.

The Authority is still in the same operating status as it has been the last couple of months due to COVID-19. The Authority will continue to operate as is or the foreseeable future. The Authority has no reports of anyone with COVID-19 although the residents are not obligated to report this information to the Authority.

The Bayview Manor renovations are on hold. Especially the renovations pertaining to the interior of the building. The Authority may pursue some projects such as the roofs or anything that has to do with the outside the building. The goal is to eliminate contact between the residents and the contractors during this time of the pandemic.

Mrs. Jones reported the air handler project that was scheduled is complete. Ron Miller stated the operation, testing and final inspection will be on Thursday. This will bring fresh air into the building through hallways and into the apartments.

In the New Business part of the meeting, the Board will review the By-Law recommended revisions. The Bill List will also be discussed at the resolution section of the meeting regarding the second page added for the inter-company reconciliation.

Commissioner Henry asked if construction goes well what is the earliest occupation date. Mrs. Jones stated the projected construction period is 12 months. May 1st is when the notice to proceed was given to the contractor. As of right now, the construction is on schedule. Commissioner Henry asked if any reports need to be filed with creditors. Mrs. Jones stated the Authority does not have any creditors for this project. Mrs. Jones explained there is a monthly draw meeting when the contractors submit their expenses to the State for payment. Commissioner Henry asked if an independent engineer is watching over the work. Mrs. Jones stated there are inspectors from the State as well as inspections by the City. Commissioner Halliday requested clarification regarding the payments the NJHMFA is making. Mrs. Jones stated none of the funding for Speitel goes through the housing authority. The draws are submitted directly to NJHMFA and paid directly from NJHMFA to the contractors.

Motion to approve the Executive Director's Report made by Commissioner McCall and seconded by Commissioner Broadley. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Yes)
Commissioner Robert Henry	(Yes)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Yes)
Chairman Robert Barr	(Yes)

Committee Reports – None.

Old Business – None.

New Business – Mr. Gabage reviewed and discussed revisions of the By-Laws. He was asked to review the By-Laws with a specific purpose regarding remote meetings on a regular basis. Unfortunately, after conducting his research the answer is no. Mr. Gabage explained the Open Public Meetings Act. Meetings need to be made available to the public and having meetings remotely this would not be possible. In March the legislator passed an amendment to the Open Public Meetings Act consistent with the pandemic so that there could be remote meetings. The wording of the statute states that it is only in a case of publicly declared emergency by municipality, county or by the State of New Jersey. Once the State of Emergency is over the Authority will have to go back to public meetings. There is language added to the By-Laws to make it consistent with the 2020 amendment which, allowed for remote meetings. As Mr. Gabage was reviewing the By-Laws, he noticed some issues that were inconsistent. Mr. Gabage reviewed these inconsistencies and explained the revisions to the Board.

Remote meeting will not be allowed once the emergency is over unless legislation amends it further. Once the emergency is over the meetings will need to be held as a physical meeting. The biggest problem with the remote meetings is the public must be able to join in and might not have the equipment to join in.

Mrs. Jones discussed the seven days written notice requirement to be given to all Board Members before a change in the By-Laws it is brought to the Commissioners for a vote. Chairman Barr recommends that for these purposes the Board take a vote to waive the seven-day requirement. Mr. Gabage suggested for the Board to take a vote to waive the seven-day requirement and can also take a vote to amend the By-Laws.

Chairman Barr called for a motion to waive the 7-day requirement for this one occasion. A motion was made by Commissioner Halliday; seconded by Commissioner Mumman. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Yes)
Commissioner Robert Henry	(Yes)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Yes)
Chairman Robert Barr	(Yes)

With no other discussion in related matters the Chairman moved to the Resolutions.

Resolution #2020-18
Resolution to Approve Monthly Expenses

Chairman Barr called for a motion to approve the monthly expenses in the amount of \$113,640.15. Mrs. Jones explained the JIF bill is being paid this month as well as a builder's risk policy for the Speitel project that is included in the JIF bill, which will be reimbursed by the NJHMFA. Therefore, the bill list this month is higher. The second page of the bill list is a new attachment. which the Board will be seeing monthly. This is part of the intercompany reconciliation so that each property can pay back the Central Office Cost Center monthly for its expenses. Mrs. Jones reviewed the new report. Commissioner Halliday ask if the auditors should be made aware of this new report. Mrs. Jones stated the audit for 2019 has not begun yet due to the extension given until December 31, 2020 due to COVID-19. Once the auditor comes on site to audit last year, the Authority will review this report with him. A motion was made by Commissioner Mumman; seconded by Commissioner McCall. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Yes)
Commissioner Robert Henry	(Yes)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Yes)
Chairman Robert Barr	(Yes)

Resolution #2020-19
Resolution Updating Public Bidding Threshold

Chairman Barr called for a motion to approve Resolution #2020-19. Ron Miller explained the State of New Jersey authorized a bid threshold increase to \$44,000 to agencies having a licensed QPA on staff. Ron is appointed as the Authority's QPA. The previous threshold is \$40,000 by a QPA. \$17,500 is the pay to play threshold. A motion was made by Commissioner Mumman; seconded by Commissioner McCall. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Yes)
Commissioner Robert Henry	(Yes)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Yes)
Chairman Robert Barr	(Yes)

Resolution #2020-20
Resolution of Compliance (Board of Commissioners & Executive Director)

Chairman Barr called for a motion to approve Resolution #2020-20. A motion was made by Commissioner McCall; seconded by Commissioner Jackson. Mrs. Jones stated this is an annual resolution to confirm the Board of Commissioners and Executive Director have completed their classes through the Rutgers Program. There are two commissioners that are in progress to complete their classes. Because they have not reached the expiration date of the timeframe to complete the classes they are considered compliant. Both Commissioners will be completing their classes within the timeframe. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Yes)
Commissioner Robert Henry	(Yes)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Yes)
Chairman Robert Barr	(Yes)

Resolution #2020-21
Resolution Amending the Ocean City Housing Authority By-Laws

Chairman Barr called for a motion to approve Resolution #2020-21. A motion was made by Commissioner Broadley; seconded by Commissioner Jackson. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Yes)
Commissioner Robert Henry	(Yes)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Yes)
Chairman Robert Barr	(Yes)

There is no need for Executive Session tonight.

No public comments. No additional comments from Board Members.

With no further business to discuss, Chairman Barr entertained a motion for adjournment of the Regular Meeting. A motion was made by Commissioner Mumman; seconded by Commissioner Broadley. The vote was carried unanimously by the Board Members present. The Regular Meeting of the Board of Commissioners was adjourned at 3:45 p.m.

Respectfully submitted,

A handwritten signature in blue ink that reads "Jacqueline S. Jones". The signature is written in a cursive, flowing style.

Jacqueline S. Jones, Secretary/Treasurer

Commissioner’s Report

Month Ending: Jun 2020



	TOTAL				BAYVIEW				PECK'S FAMILY				PECK'S SENIOR			
	ANNUAL	BUDGET	ACTUAL	VARIANCE	ANNUAL	BUDGET	ACTUAL	VARIANCE	ANNUAL	BUDGET	ACTUAL	VARIANCE	ANNUAL	BUDGET	ACTUAL	VARIANCE
	BUDGET	THRU	THRU	THRU	BUDGET	THRU	THRU	THRU	BUDGET	THRU	THRU	THRU	BUDGET	THRU	THRU	THRU
		June	June	June		June	June	June		June	June	June		June	June	June
<u>INCOME</u>																
DWELLING RENTAL	\$ 573,780	\$ 430,335	\$ 412,199	\$ (18,136)	\$ 248,095	\$ 186,071	\$ 182,974	\$ (3,097)	\$ 241,271	\$ 180,953	\$ 164,656	\$ (16,297)	\$ 84,414	\$ 63,311	\$ 64,569	\$ 1,259
OTHER TENANT-EXCESS UTILITIES	5,170	3,877	3,660	(217)	5,170	3,877	3,660	(217)	-	-	-	-	-	-	-	-
TOTAL TENANT REVENUE	578,950	434,212	415,859	(18,353)	253,265	189,949	186,634	(3,314)	241,271	180,953	164,656	(16,297)	84,414	63,311	64,569	1,259
HUD OPERATING SUBSIDY	332,380	249,285	236,731	(12,554)	162,976	122,232	116,646	(5,586)	94,712	71,034	74,841	3,807	74,692	56,019	45,244	(10,775)
NJHFMA FUNDING ASSISTANCE	-	-	37,131	37,131	-	-	37,131	37,131	-	-	-	-	-	-	21,424	21,424
PBV HAP SUBSIDY	-	-	38,277	38,277	-	-	16,853	16,853	-	-	-	-	-	-	15,000	(22,500)
HUD CAPITAL FUNDS-OPERATIONS	181,840	136,380	91,870	(44,510)	131,840	98,880	76,870	(22,010)	-	-	-	-	50,000	37,500	15,000	(22,500)
TOTAL HUD FUNDING	514,220	385,665	404,009	18,344	294,816	221,112	247,500	26,388	94,712	71,034	74,841	3,807	124,692	93,519	81,668	(11,851)
INVESTMENT INCOME-UNRESTRICTED	120	90	152	62	60	45	137	92	20	15	14	(1)	40	30	1	(29)
NONDWELLING RENTAL INCOME	13,200	9,900	9,900	-	1,200	900	9,900	9,000	12,000	9,000	-	(9,000)	-	-	-	-
OTHER INCOME-LAUNDRY	8,360	6,270	4,529	(1,741)	4,833	3,624	2,462	(1,162)	3,527	2,645	2,067	(578)	-	-	-	-
OTHER INCOME-FRAUD RECOVERY	4,300	3,225	-	(3,225)	2,150	1,613	-	(1,613)	1,419	1,064	-	(1,064)	731	548	-	(548)
OTHER INCOME-MISCELLANEOUS	13,690	10,268	14,693	4,425	2,875	2,156	8,435	6,279	9,266	6,950	5,373	(1,577)	1,549	1,162	885	(277)
TOTAL INCOME	1,132,840	849,630	849,141	(489)	559,199	419,399	455,069	35,670	362,215	271,662	246,950	(24,711)	211,426	158,570	147,122	(11,447)
<u>EXPENSES</u>																
AUDIT FEES	9,000	6,750	6,750	-	4,500	3,375	3,375	-	2,970	2,228	2,228	1	1,530	1,148	1,147	(1)
ADVERTISING	1,000	750	1,219	469	696	522	648	126	246	185	377	192	58	43	194	151
OFFICE EXPENSES																
COMPUTER SERVICES	7,000	5,250	15,384	10,134	2,579	1,935	7,692	5,757	2,579	1,935	5,077	3,142	1,841	1,381	2,615	1,235
CONSULTANTS-RAD CONVERSION	35,000	26,250	5,875	(20,375)	17,500	13,125	4,625	(8,500)	8,750	6,563	825	(5,738)	8,750	6,563	425	(6,138)
COPIER	3,500	2,625	2,208	(417)	1,250	938	1,614	677	1,655	1,241	392	(849)	595	446	202	(244)
DUES & PUBLICATIONS	1,000	750	519	(231)	500	375	259	(116)	330	248	171	(76)	170	128	88	(39)
OFFICE SUPPLIES	2,000	1,500	1,044	(456)	1,807	1,355	783	(573)	100	75	46	(30)	92	69	215	146
PHONE & INTERNET	10,000	7,500	6,002	(1,498)	6,668	5,001	3,059	(1,942)	2,275	1,706	1,943	236	1,057	793	1,001	208
POSTAGE	1,000	750	1,457	707	500	375	1,328	953	330	248	85	(162)	170	128	44	(84)
LEGAL	14,000	10,500	6,048	(4,452)	8,890	6,667	3,003	(3,665)	4,993	3,745	2,486	(1,259)	117	88	560	472
CRIMINAL BACKGROUND CHECKS	1,000	750	125	(625)	384	288	63	(226)	308	231	41	(190)	308	231	21	(210)
LEGAL-RAD	20,000	15,000	-	(15,000)	10,000	7,500	-	(7,500)	-	-	-	-	10,000	7,500	-	(7,500)
TRAVEL	500	375	-	(375)	250	187	-	(187)	165	124	-	(124)	85	64	-	(64)
TRAINING	2,000	1,500	942	(558)	1,000	750	471	(279)	660	495	311	(184)	340	255	160	(95)
ACCOUNTING	17,500	13,125	13,125	(0)	8,750	6,563	6,562	(0)	5,775	4,331	4,331	(0)	2,975	2,231	2,231	(0)
MANAGEMENT FEES	162,130	121,598	161,159	39,561	81,065	60,799	80,579	19,781	53,503	40,127	53,008	12,881	27,562	20,672	27,571	6,899
MISCELLANEOUS-SUNDRY	13,000	9,750	11,571	1,821	6,484	4,863	11,919	7,056	4,700	3,525	68	(3,457)	1,815	1,362	(416)	(1,778)
TOTAL ADMINISTRATIVE EXPENSES	299,630	224,722	233,428	8,706	152,824	114,618	125,980	11,363	89,340	67,005	71,389	4,384	57,466	43,099	36,059	(7,041)
OTHER TENANT SERVICES	9,700	7,275	3,218	(4,058)	4,850	3,638	2,698	(940)	3,201	2,401	-	(2,401)	1,649	1,237	520	(717)

Commissioner’s Report
Month Ending: Jun 2020



	TOTAL				BAYVIEW				PECK'S FAMILY				PECK'S SENIOR			
	ANNUAL BUDGET	BUDGET THRU June	ACTUAL THRU June	VARIANCE THRU June	ANNUAL BUDGET	BUDGET THRU June	ACTUAL THRU June	VARIANCE THRU June	ANNUAL BUDGET	BUDGET THRU June	ACTUAL THRU June	VARIANCE THRU June	ANNUAL BUDGET	BUDGET THRU June	ACTUAL THRU June	VARIANCE THRU June
TENANT SVCS – BEHAVIORAL HEALTH	-	-	7,550	7,550	-	-	7,550	7,550	-	-	-	-	-	-	-	-
TOTAL OTHER TENANT SERVICES	9,700	7,275	10,767	3,492	4,850	3,638	10,247	6,610	3,201	2,401	-	(2,401)	1,649	1,237	520	(717)
WATER/SEWER	93,470	70,102	59,025	(11,077)	16,800	12,600	13,761	1,160	61,838	46,379	39,429	(6,950)	14,831	11,123	5,836	(5,287)
ELECTRIC	105,000	78,750	74,927	(3,823)	92,558	69,418	67,044	(2,374)	3,843	2,882	618	(2,264)	8,599	6,449	7,265	815
GAS	60,000	45,000	33,957	(11,043)	-	-	-	-	35,191	26,393	16,664	(9,729)	24,809	18,607	17,293	(1,314)
TOTAL UTILITY EXPENSES	258,470	193,853	167,909	(25,943)	109,358	82,018	80,805	(1,214)	100,872	75,654	56,710	(18,944)	48,240	36,180	30,394	(5,786)
MAINTENANCE LABOR	63,390	47,543	30,940	(16,603)	32,406	24,304	15,470	(8,834)	20,508	15,381	10,210	(5,171)	10,476	7,857	5,260	(2,597)
MAINT. MATERIALS	39,500	29,625	14,912	(14,712)	20,099	15,074	6,734	(8,340)	16,926	12,695	8,101	(4,593)	2,475	1,856	77	(1,779)
MAINT. CONTRACT COSTS	150,000	112,500	79,812	(32,688)	103,632	77,724	59,127	(18,597)	39,243	29,432	11,196	(18,236)	7,125	5,344	9,489	4,145
EMPLOYEE BENEFITS	35,470	26,602	24,282	(2,320)	17,735	13,301	12,141	(1,160)	11,705	8,779	8,013	(766)	6,030	4,522	4,128	(394)
TOTAL MAINTENANCE	288,360	216,270	149,946	(66,324)	173,872	130,404	93,472	(36,932)	88,382	66,287	37,520	(28,767)	26,106	19,579	18,954	(626)
INSURANCE	52,766	39,574	40,996	1,421	26,384	19,788	20,498	710	17,432	13,074	13,529	455	8,950	6,712	6,969	257
FLOOD INSURANCE	43,134	32,351	32,024	(326)	8,797	6,598	6,007	(590)	18,696	14,022	13,906	(116)	15,641	11,731	12,111	381
BAD DEBTS	5,000	3,750	3,750	0	1,248	936	1,876	940	3,433	2,575	1,238	(1,337)	319	239	636	397
COMPENSATED ABSENCES	5,500	4,125	4,125	(1)	2,750	2,063	2,062	(0)	1,815	1,361	1,362	0	935	701	701	(1)
PAYMENT IN LIEU OF TAXES	31,750	23,813	23,813	0	13,875	10,406	11,906	1,499	14,478	10,858	7,858	(3,000)	3,398	2,548	4,049	1,501
PENSION	22,000	16,500	7,821	(8,679)	11,000	8,250	3,911	(4,340)	7,260	5,445	2,581	(2,864)	3,740	2,805	1,330	(1,475)
RETIREE BENEFITS	25,780	19,335	19,910	575	12,890	9,668	9,955	288	8,507	6,381	6,570	190	4,383	3,287	3,385	98
PH CAPITAL FUNDS FOR RAD CONVERSION	75,000	56,250	37,500	(18,750)	37,500	28,125	37,500	9,375	-	-	-	-	37,500	28,125	-	(28,125)
TOTAL OTHE EXPENSES	260,930	195,698	169,940	(25,758)	114,444	85,833	93,715	7,882	71,621	53,716	47,044	(6,672)	74,865	56,149	29,181	(26,968)
TOTAL EXPENDITURES	1,117,090	837,817	731,991	(105,827)	555,347	416,510	404,219	(12,291)	353,417	265,063	212,664	(52,399)	208,326	156,244	115,107	(41,137)
PROFIT (LOSS)	\$ 15,750	\$ 11,813	\$ 117,151	\$ 105,338	\$ 3,851	\$ 2,888	\$ 50,849	\$ 47,961	\$ 8,798	\$ 6,599	\$ 34,287	\$ 27,688	\$ 3,101	\$ 2,325	\$ 32,015	\$ 29,689

Ocean City Housing Authority

Administrative Report

DATE: July 14, 2020

TO: Board of Commissioners, Ocean City Housing Authority

FROM: Jacqueline S. Jones, Executive Director

SUBJECT: Monthly Report (Stats for June 2020)

PERIOD: June 10, 2020 to July 13, 2020

Speitel Commons at Bayview Manor

At the beginning of each month there is a “draw meeting” for Speitel Commons. The contractor submits the “Draw Schedule”, which is reviewed and then submitted to the NJHMFA for payment directly to the contractor – Gary F. Gardner, Inc. In addition, the meeting includes discussion regarding the project and topics such as new business, old business, work completed and the projected work schedule.

Included in this report and future reports, you will find the “Draw Schedule” indicating the amount of the budget and the funds “drawn” or paid against the project budget and the balance of funds remaining on the budget. In addition, the Meeting Minutes (with site photos) and the Construction Schedule are provided for your information.

Rick Ginnetti, The Brooke Group, the Project Panager for the housing authority will be attending the board meeting to provide a further update on progress with the Speitel build and the renovation plan for Bayview Manor.

COVID-19 Pandemic – Operating Status

The COVID-19 Operating Status as reported last month remains in effect. This status will remain in effect for the foreseeable future as we continue to monitor information from the Governor regarding the State's current COVID status. The goal remains providing a safe environment for Authority residents and staff to live and work.

Bayview Manor Renovations

As discussed at the April board meeting, the specifications for the Bayview Manor renovations are complete and ready for publication. Due to the current COVID-19 environment, the publication of the specifications for this project are being purposefully delayed. Proceeding with this project would include pre-bid on-site meetings followed by construction and introducing added personnel to the building at this time is not in the best interest of the residents.

An update regarding the timing of the repairs for Bayview Manor will be discussed at the board meeting.

Budget for Year-Ending September 30, 2021

The budget for the year-ending September 30, 2021, will be presented to the board for review and approval. Once approved, the budget will be sent to the State for approval and presented again to the board for adoption.

Ocean City Community Development Corporation

The Ocean City Community Development Corporation (OCCDC) was organized as a Non-Profit Corporation and filed with the State of New Jersey February 28, 2017. There has been no activity with the OCCDC since its formation. The OCCDC currently an active business in “good standing” with the State of New Jersey and its Annual Reports are current. The Corporation's registered agent information has been updated to include the current Executive Director.

Due to the Shared Services Agreement with the City of Ocean City to assist with the development of affordable Scattered Site housing, the OCCDC may be eligible to apply for funds through the State of New Jersey to assist with the offset of the

development cost of these homes. The Housing Authority is not eligible to apply for these funds, but the OCCDC as a non-profit is eligible.

A resolution and By-Laws are included in this board packet for the board's review and consideration to officially approve the formation of the OCCDC as a New Jersey Domestic Non-Profit.

The next step would be to apply to the Internal Revenue Service for the OCCDC to be designated a tax exempt 501(c)(3) public charity.

Board of Commissioners –Rutgers Training Program Status

Commissioner	Training Program Status
Robert Barr, Chairman	Completed
Robert Scott Halliday, Vice Chairman	Completed
Brian Broadley	In Process - PHAS/SEMAP to complete;
Robert Henry	Completed
Beverly McCall	Completed
Patricia Miles-Jackson	Completed
Patrick Mumman	In Process –One Elective to complete;

HMFA Draw Schedule for Speitel Manor - #3 - July 14, 2020

	Budget		CUMULATIVE DRAW	CURRENT DRAW	Remaining Budget
<u>ACQUISITION COSTS</u>					
Relocation	40,000		0	0	40,000
<u>CONSTRUCTION COSTS</u>	Line Item Sub-Total:	40,000			
Residential Structures	6,006,440		515,836	290,763	5,490,604
Surety & Bonding	69,165		62,249	0	6,917
General Requirements	360,386		32,435	15,731	327,951
Contractor Overhead & Profit	480,515		40,547	18,275	439,968
<u>DEVELOPER'S FEE</u>	Line Item Sub-Total:	6,916,506			
Hard Costs	345,825		0	0	345,825
Soft Costs	50,325		0	0	50,325
<u>PROFESSIONAL SERVICES</u>	Line Item Sub-Total:	396,150			
Architect	185,000		156,133	0	28,867
Engineer	98,000		68,027	0	29,973
Attorney	50,000		27,571	630	22,429
Cost Certification/Audit	17,500		0	0	17,500
Environmental Consultant	14,473		14,479	0	-6
Energy Star Consultant	24,000		4,025	0	19,975
Geotechnical Engineering Report	18,287		18,287	0	0
Surveyor	20,000		8,370	0	11,630
Consultant Fees	311,000		156,502	0	154,498
Other: Permits, Fees, CAFR	35,648		35,648	0	0
<u>PRE-OPERATIONAL EXPENSES</u>	Line Item Sub-Total:	773,908			
Oper Fees (pre-const. compl)	25,592		0	0	25,592
Advert&Promo(pre-const compl.)	4,000		0	0	4,000
Other: Title	18,000		13,815	13,815	4,185
	Line Item Sub-Total:	47,592			
<u>CARRYING AND FINANCING COSTS</u>			0	0	
Insurance	90,000		3,536	0	86,464
Utility Connection Fees	95,000		0	0	95,000
Sub-Total:		185,000			
TOTALS:			1,157,457	339,214	
TOT. BUDGETED USES:	\$8,359,156		1,157,457		7,201,699

Meeting Minutes - Construction	
Project:	Speitel Commons
HD Project No.:	17-020
NJHMFA No.:	2986
Contractor:	Gary F. Gardener, Inc
Meeting No.:	Meeting #3
Meeting Date:	07/07/20
Meeting Time	10:30 AM
Weather Conditions:	Sunny 82 degrees, cloudy
Issue Date:	7/10/20
Revision Date:	
Reported By:	Dan Magno

Distribution (*indicates attended)

*	Name	Inls	Representing	Email
*	Rick Ginnetti	RG	Brooke Group	rickg@brookegroupllc.com
*	Dan Pelouze	DP	Brooke Group	danp@brookegroupllc.com
	Jacqueline Jones	JJ	Vineland Housing Authority	jjones@vha.org
	Ron Miller	RM	Vineland Housing Authority	rmiller@vha.org
*	Ben Hoechst	BH	Gary F. Gardener, Inc	Bhoechst@garygardner.com
*	Doug Shendock	DS	Gary F. Gardener, Inc	Doug@garygardner.com
	Michael Donovan	MD	Haley Donovan	mdonovan@haleydonovan.com
*	Dan Magno	DM	Haley Donovan	dmagno@haleydonovan.com
	Meghan Bernhardt	MB	Haley Donovan	mbernhardt@haleydonovan.com
	Mitchell Donovan	MD	Haley Donovan	mrdonovan@haleydonovan.com
	Lisa Camera	LC	NJHMFA	LCamera@njhmfa.gov
	Dawn Pagodin	DP	NJHMFA	dpagodin@njhmfa.gov
	Roger Grutzmacher	RG	NJHMFA	rgrutzmacher@njhmfa.gov
	Jeff Thoms	JT	SSM	jeff.thoms@ssmgroup.com
	Rocco Dolce	RD	Summit Engineers, Inc.	rocco@summitengrs.com
	Joseph Schooley	JS	Schooley Electric	email@schooleyelectric.com

Construction Schedule Tracking

Start Date	05/01/2020
Contract Finish Date	05/01/2021
Construction Schedule Finish Date	05/01/2021
*Total Contract Days / * Total Construction Days	365
Days Elapsed	67
% of Contract Time / Elapsed % Construction Schedule Elapsed	18.36%
% of Work Complete per AIA G702	10.53%
Reported Weather Days	0

*Calendar days

New Business

- 3.1 Schedule: DS distributed Updated Schedule. More items completed.
- 3.2 Street Closures: -both neighboring streets will be closed when podium is poured. Notices will be sent to neighbors. Someone will be there to allow residents to access alley but through traffic will not be permitted.

Old Business

- 2.2 Load Transfer Platform: Structural Engineer to review proposed change for Load Transfer Platform to lean concrete in case of water intrusion. **07.07.20**: Town wanted a sealed letter. Menard provided one. Documents will be loaded to Share Point. **DS** will load permits, **RG** and **DP** to follow up setting up Share Point permissions.
- 2.3 Jobsite Trailer: There will be a job trailer on site placed in parking spot. **07.07.20**: Trailer has been setup.
- 1.1 NJHMFA Termite Plan: **RG** asked for list of waved NJHMFA requirements. I.E. Termite plan since there are no ground floor apartments. **06.02.20**: List was received at Closing. Will be doing termite cert anyway.
07.07.20: ITEM CLOSED
- 1.2 Soils Department: BH had a kick-off meeting with the Soil's Department and will set up a pre-construction meeting with code officials. **06.02.20**: No issues at meeting. **07.07.20: ITEM CLOSED**
- 1.3 Department + DUNS Letters: RG requested all subcontractors fill out fill out Department and DUNS numbers for NJHMFA. **06.02.20: DS**: In progress. **07.07.20**: Subcontractors working on it. Originals to be sent to **RG**.
- 1.4 Flood Plain Sign: A sign is required by the city in the parking area stating it is a flood plain. **06.02.20**: Sign is shown on civil engineer's drawing. **07.07.20: ITEM CLOSED**
- 0.1 Project Schedule: Closing anticipated for the week of April 20th. One-year contract;
• Projected Start Date: May 1, 2020
• Completion Date: May 1, 2021
DP will need Notice to Proceed.
05.05.20: MD will forward Notice to Proceed to DP. **06.02.20: DS** to send back signed acknowledgement. **07.07.20**: Has been sent and received.
- 0.5 Change Order Approval: NJHMFA needs to review and approve Change Order Requests before they can be put on the Payment Request. There are Sandy funds in the project.
05.05.20: MD stated he will copy Lisa Camera on all change orders. Change Orders 1 + 2 were approved by HMFA on April 29. **06.02.20**: Final copies were sent to HD. **DM** to forward to **DP**. Normal turn around time at HMFA is 2-3 weeks but is running slightly longer. **07.07.20**: Jackie signed and sent them.
- 0.7 Wage Reports: **DS** to confirm with Nick whether an original with a certified copy will be acceptable.
06.02.20: DS gave **RG** first copy of certified payroll. Needs to contain the wording, "This is certified to be a true copy of the original." **07.07.20: DS** gave **RG** payroll reports. It is much administrative work to

make certified copies work. Subcontractors will submit 2 originals. **RG** wants a master list with payroll number or date to make sure contractors aren't falling behind.

- 0.8 Section 3: Nick has requested Section 3 info. Quantity will be known after Closing.
05.05.20: **RG** has advertised and hasn't had many applicants reply. **06.02.20:** Still haven't had many applicants. Some are being considered. **07.07.20:** Hired one applicant since then. **RG** and **DP** going to start advertising with sign on trailer and well as in local paper. Subcontractor can share Section 3 workers. Will appear as a new hire each time the worker moves to a different sub.

Work Completed:

- foundation, walls on elevator pit
- conduit going in
- footings on "A" line done
- HNLr footings on "F" line

Projected Work:

- next two weeks starting columns
- CMU walls on elevator and stair tower
- podiums/ columns
- framing the first week of September
- footing/foundation done by the 17th
- under roof before cold weather

Attached

- Photos
- Construction Schedule
- Submittal Log

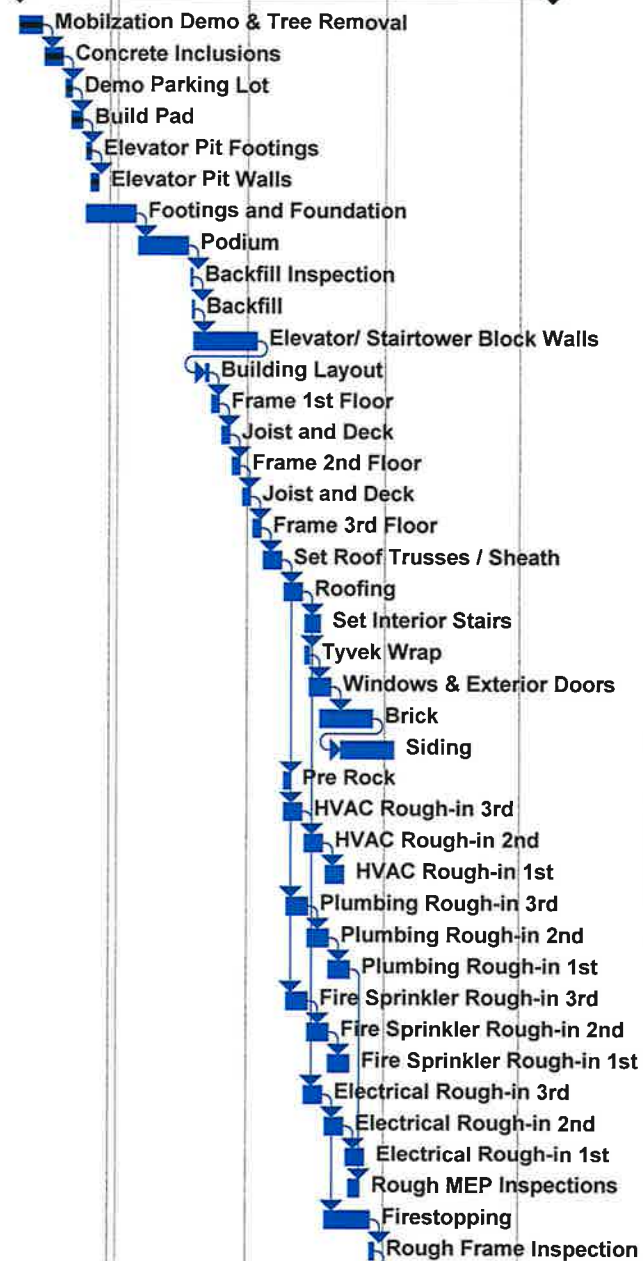
Meeting Schedule

Next Meeting: **August 04, 2020 at 10:30 am:**

#3	07/07/20	10:30 am
#4	08/04/20	10:30 am
#5	09/01/20	10:30 am
#6	10/06/20	10:30 am
#7	11/03/20	10:30 am
#8	12/01/20	10:30 am
#9	01/05/21	10:30 am
#10	02/02/21	10:30 am
#11	03/02/21	10:30 am
#12	04/06/21	10:30 am



ID	Task Name	Duration	Physical % Complete	Start	Finish	Qtr 2, 2020 Apr May Jun	Qtr 3, 2020 Jul Aug Sep	Qtr 4, 2020 Oct Nov Dec	Qtr 1, 2021 Jan Feb Mar	Qtr 2, 2021 Apr May Jun	Qtr 3, 2021 Jul Aug Sep
1	SPEITEL COMMONS	261 days	0%	Fri 5/1/20	Fri 4/30/21						
2	BUILDING	254 days	0%	Fri 5/1/20	Wed 4/21/21						
3	Mobilization Demo & Tree Removal	11 days	0%	Fri 5/1/20	Fri 5/15/20						
4	Concrete Inclusions	10 days	0%	Mon 5/18/20	Fri 5/29/20						
5	Demo Parking Lot	4 days	0%	Mon 6/1/20	Thu 6/4/20						
6	Build Pad	5 days	0%	Fri 6/5/20	Thu 6/11/20						
7	Elevator Pit Footings	3 days	0%	Mon 6/15/20	Wed 6/17/20						
8	Elevator Pit Walls	3 days	0%	Thu 6/18/20	Mon 6/22/20						
9	Footings and Foundation	25 days	0%	Mon 6/15/20	Fri 7/17/20						
10	Podium	25 days	0%	Mon 7/20/20	Fri 8/21/20						
11	Backfill Inspection	1 day	0%	Mon 8/24/20	Mon 8/24/20						
12	Backfill	1 day	0%	Tue 8/25/20	Tue 8/25/20						
13	Elevator/ Stairtower Block Walls	30 days	0%	Wed 8/26/20	Tue 10/6/20						
14	Building Layout	2 days	0%	Thu 9/3/20	Fri 9/4/20						
15	Frame 1st Floor	5 days	0%	Mon 9/7/20	Fri 9/11/20						
16	Joist and Deck	5 days	0%	Mon 9/14/20	Fri 9/18/20						
17	Frame 2nd Floor	5 days	0%	Mon 9/21/20	Fri 9/25/20						
18	Joist and Deck	5 days	0%	Mon 9/28/20	Fri 10/2/20						
19	Frame 3rd Floor	5 days	0%	Mon 10/5/20	Fri 10/9/20						
20	Set Roof Trusses / Sheath	10 days	0%	Mon 10/12/20	Fri 10/23/20						
21	Roofing	10 days	0%	Mon 10/26/20	Fri 11/6/20						
22	Set Interior Stairs	8 days	0%	Mon 11/9/20	Wed 11/18/20						
23	Tyvek Wrap	3 days	0%	Mon 11/9/20	Wed 11/11/20						
24	Windows & Exterior Doors	10 days	0%	Thu 11/12/20	Wed 11/25/20						
25	Brick	25 days	0%	Thu 11/19/20	Wed 12/23/20						
26	Siding	25 days	0%	Thu 12/3/20	Wed 1/6/21						
27	Pre Rock	4 days	0%	Mon 10/26/20	Thu 10/29/20						
28	HVAC Rough-in 3rd	10 days	0%	Mon 10/26/20	Fri 11/6/20						
29	HVAC Rough-in 2nd	10 days	0%	Mon 11/9/20	Fri 11/20/20						
30	HVAC Rough-in 1st	10 days	0%	Mon 11/23/20	Fri 12/4/20						
31	Plumbing Rough-in 3rd	10 days	0%	Wed 10/28/20	Tue 11/10/20						
32	Plumbing Rough-in 2nd	10 days	0%	Wed 11/11/20	Tue 11/24/20						
33	Plumbing Rough-in 1st	10 days	0%	Wed 11/25/20	Tue 12/8/20						
34	Fire Sprinkler Rough-in 3rd	10 days	0%	Wed 10/28/20	Tue 11/10/20						
35	Fire Sprinkler Rough-in 2nd	10 days	0%	Wed 11/11/20	Tue 11/24/20						
36	Fire Sprinkler Rough-in 1st	10 days	0%	Wed 11/25/20	Tue 12/8/20						
37	Electrical Rough-in 3rd	10 days	0%	Mon 11/9/20	Fri 11/20/20						
38	Electrical Rough-in 2nd	10 days	0%	Mon 11/23/20	Fri 12/4/20						
39	Electrical Rough-in 1st	10 days	0%	Mon 12/7/20	Fri 12/18/20						
40	Rough MEP Inspections	5 days	0%	Wed 12/9/20	Tue 12/15/20						
41	Firestopping	22 days	0%	Mon 11/23/20	Tue 12/22/20						
42	Rough Frame Inspection	3 days	0%	Wed 12/23/20	Fri 12/25/20						



ID	Task Name	Duration	Physical % Complete	Start	Finish	Qtr 2, 2020			Qtr 3, 2020			Qtr 4, 2020			Qtr 1, 2021			Qtr 2, 2021			Qtr 3, 2021		
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
43	Insulation 3rd	6 days	0%	Mon 12/28/20	Mon 1/4/21																		
44	Insulation 2nd	6 days	0%	Tue 1/5/21	Tue 1/12/21																		
45	Insulation 1st	6 days	0%	Wed 1/13/21	Wed 1/20/21																		
46	Insulation Inspections	11 days	0%	Tue 1/5/21	Tue 1/19/21																		
47	Hang / Finish Sheetrock 3rd	15 days	0%	Thu 1/7/21	Wed 1/27/21																		
48	Hang / Finish Sheetrock 2nd	15 days	0%	Fri 1/15/21	Thu 2/4/21																		
49	Hang / Finish Sheetrock 1st	15 days	0%	Mon 1/25/21	Fri 2/12/21																		
50	Elevator Rough -in	10 days	0%	Mon 2/15/21	Fri 2/26/21																		
51	Rough Trim Installation 3rd	5 days	0%	Mon 1/25/21	Fri 1/29/21																		
52	Rough Trim Installation 2nd	5 days	0%	Tue 2/2/21	Mon 2/8/21																		
53	Rough Trim Installation 1st	5 days	0%	Wed 2/10/21	Tue 2/16/21																		
54	Prep and Prime Paint Coat 3rd	8 days	0%	Wed 1/27/21	Fri 2/5/21																		
55	Prep and Prime Paint Coat 2nd	8 days	0%	Thu 2/4/21	Mon 2/15/21																		
56	Prep and Prime Paint Coat 1st	8 days	0%	Fri 2/12/21	Tue 2/23/21																		
57	Hard Flooring 3rd	8 days	0%	Wed 2/3/21	Fri 2/12/21																		
58	Hard Flooring 2nd	8 days	0%	Thu 2/11/21	Mon 2/22/21																		
59	Hard Flooring 1st	8 days	0%	Fri 2/19/21	Tue 3/2/21																		
60	Cabinets and Countertops 3rd	5 days	0%	Mon 2/15/21	Fri 2/19/21																		
61	Cabinets and Countertops 2nd	5 days	0%	Tue 2/23/21	Mon 3/1/21																		
62	Cabinets and Countertops 1st	5 days	0%	Wed 3/3/21	Tue 3/9/21																		
63	Deliver Appliances	3 days	0%	Mon 2/22/21	Wed 2/24/21																		
64	Final MEP's 3rd	15 days	0%	Mon 2/22/21	Fri 3/12/21																		
65	Final MEP's 2nd	15 days	0%	Tue 3/2/21	Mon 3/22/21																		
66	Final MEP's 1st	15 days	0%	Wed 3/10/21	Tue 3/30/21																		
67	Carpentry Final	18 days	0%	Mon 2/22/21	Wed 3/17/21																		
68	Elevator Final	10 days	0%	Wed 3/24/21	Tue 4/6/21																		
69	Paint Final 3rd	8 days	0%	Mon 3/8/21	Wed 3/17/21																		
70	Paint Final 2nd	8 days	0%	Tue 3/16/21	Thu 3/25/21																		
71	Paint Final 1st	8 days	0%	Wed 3/24/21	Fri 4/2/21																		
72	Carpet 3rd	7 days	0%	Thu 3/11/21	Fri 3/19/21																		
73	Carpet 2nd	7 days	0%	Fri 3/19/21	Mon 3/29/21																		
74	Carpet 1st	7 days	0%	Mon 3/29/21	Tue 4/6/21																		
75	Clean / Punch Out 3rd	7 days	0%	Tue 3/16/21	Wed 3/24/21																		
76	Clean / Punch Out 2nd	7 days	0%	Wed 3/24/21	Thu 4/1/21																		
77	Clean / Punch Out 1st	7 days	0%	Thu 4/1/21	Fri 4/9/21																		
78	Energy Star Inspections	5 days	0%	Mon 4/5/21	Fri 4/9/21																		
79	Final Inspections	8 days	0%	Mon 4/12/21	Wed 4/21/21																		

Program Statistics Report	09/2019 - 6/2020	2020 JUNE	2020 MAY	2020 APR
<u>Tenant Accounts Receivable</u>				
Number of “non-payment of rent” cases referred to the solicitor		0	0	4
<u>Tenant Relations</u>				
Total number of units to be inspected in fiscal year		121	121	121
Number of inspections completed this mo. - all sites (include BB		1	61	0
Total number of units inspected year-to-date - all sites		240	239	178
<u>Occupancy</u>				
Monthly Unit Turnaround Time (Avg) (Down,Prep & Lease-up Time)		n/a	n/a	n/a
Annual Unit Turnaround Time (For Fiscal Year)		97.5	97.5	97.5
Monthly - Number of Vacancies Filled (this month)		0	0	0
Monthly - Average unit turnaround time in days for Lease up		0	0	0
Monthly - Average unit turnaround time in days to Prep Unit (Maint)		0	0	0
PIC Score		97.37%	97.44%	99.12%
<u>Vacancies - At end of Month</u>				
Bay View Manor		3	3	3
Peck's Beach Senior		1	1	1
Peck's Beach Family		1	1	1
Total		5	5	5
Occupancy Rate		98.35%	98.35%	98.35%
<u>Vacancy Turnovers by VHA Maintenance Staff</u>				
Total Hours (Summarized Quarterly)		n/a	n/a	n/a
Average Hours per Vacancy YTD (Br. Sizes 0 thru 4)		n/a	n/a	n/a
<u>Rent Roll</u>				
Bay View Manor - Elderly/Disabled		\$ 19,820	\$ 19,820	\$ 20,315
Peck's Beach - Elderly/Disabled		\$ 7,901	\$ 7,901	\$ 7,901
Peck's Beach - Family		\$ 20,442	\$ 20,001	\$ 19,680
Total Rent Roll		\$ 48,163	\$ 47,722	\$ 47,896
<u>Public Housing Waiting List Applicants - All Waiting Lists are Closed as of 1/31/20</u>				
Families - Ocean City Preference		12	12	12
Families - No Ocean City Preference		97	97	97
Elderly (Seniors - 62+)/Disabled - Ocean City Preference		42	42	42
Elderly (Seniors - 62+)/Disabled - No Ocean City Preference		285	285	285
<u>Maintenance Department</u>				
Average work order turnaround time in days - Tenant Generated		1.72	0.04	0.47
Total Tenant Generated Work Orders		16	12	7
Number of routine work orders written this month		96	65	61
Number of outstanding work orders from previous month		29	35	27
Total number of work orders to be addressed this month		125	112	95
Total number of work orders completed this month		96	70	87
Total number of work orders left outstanding		29	42	35
Number of emergency work orders written this month		0	0	1
Total number of work orders written year-to-date		367	271	224
AFTER HOUR CALLS: (plumbing, lockouts, toilets stopped-up,		0	0	0

Program Statistics Report 09/2019 - 6/2020		2020 JUNE	2020 MAY	2020 APR
<u>Real Estate Assessment Center (REAC) Scores</u>				
Year-End 2018 - Audited - Remains static due to RAD Application		68	68	68
Year-End 2017 - Audited		68	68	68
Year-End 2016 - Audited		85	85	85
Year-End 2015 - Audited		88	88	88
Year-End 2014 - Audited		86	86	86
Year-End 2013 - Audited		97	97	97
Year-End 2012 - Audited		100	100	100
Year-End 2011 - Audited		100	100	100

**Ocean City Housing Authority
Cash Report
As of June 30, 2020**

Net Cash Position:

Cash Balance per Reconciled Bank Statements at 06/30/2020 \$346,459.13

2020 Capital Funding

Committed to BVM Operating Subsidy
Through 12/31/20 due to RAD Conversion;
HAP Payments begin 1/1/21;

\$202,716 (To be Drawdown from HUD)

(\$59,614)

\$143,102.00

Add: A/R-Tenants 06/2020

Current
Past

\$8,234.49

\$8,472.17

PREDEVELOPMENT EXPENSES REIMBURSABLE FROM NJHMFA - NJ JIF

\$15,522.00

Reimbursement for Behavioral Health Services - May/June 2020 - City of Ocean City-CDBG Grant -
(Acenda-Vendor)

\$4,309.40

Less: Bill List payments - July 2020

(\$62,948.46)

Accrued Expenses - Total from detail below

(\$38,174.50)

<u>Accrued Expenses</u>	<u>Annual Budget</u>	<u>No of Months</u>	<u>Amount Accrued Less Paid</u>
Insurance-Prop/Flood	95,900.00	9	6,487.00
Bad Debt	5,000.00	9	3,750.00
Comp Absences	5,500.00	9	4,125.00
P.I.L.O.T.	31,750.00	9	23,812.50
Net Accrual	138,150.00		38,174.50

Committed to Peck's Senior Demolition

(\$200,000)

Net Cash Balance

\$224,976.23

	<u>Average Expenses</u>	<u>Cash Available for # of month/days</u>	
Per Month	\$ 81,332	4.26	Months
Per Day	\$ 2,711	83	Days

**Ocean City Housing Authority
County of Cape May
State of New Jersey**

**RESOLUTION NO. 2020-22
A Resolution Approving Regular Monthly Expenses**

WHEREAS, the Housing Authority of the City of Ocean City incurred various financial obligations since the last meeting; and it is the desire of the Commissioners of said Authority to have their obligations kept current; and,

WHEREAS, prior to the Board meeting, a member of the Board of Commissioners read and reviewed the itemized list of incurred expenses attached hereto and does recommend payment of the expenses on the Bill List in the amount of \$62,948.46.

NOW, THEREFORE, BE IT RESOLVED that the Secretary-Treasurer be and is hereby authorized to pay the current bills that are presented to the Board of Commissioners for consideration on this date.

ADOPTED: July 21, 2020

VOTE:

Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					
Commissioner McCall	✓					✓
Commissioner Jackson				✓		
Commissioner Henry	✓					
Commissioner Mumman	✓					
Commissioner Broadley	✓				✓	
Chairman Barr	✓					

OCEAN CITY HOUSING AUTHORITY

BY: 

Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's (OCHA) Board of Commissioners held via-video conference on July 21, 2020 from the Management Offices of the OCHA located at 191 W. Chestnut Avenue, Vineland, New Jersey.

By: 

Jacqueline S. Jones, Executive Director
Secretary/Treasurer

OCEAN CITY HOUSING AUTHORITY
BILL LIST - JULY 2020

BANK: COCC

Check #	Vendor	Invoice Notes	Total Amount
143	ACENDA	Resident Wellness services for June 2020	2,462.67
144	ATLANTIC CITY ELECTRIC	Electric - June 2020	5,487.61
145	AT&T	BVM Elevator phone service - July 2020	115.81
146	LINDA AVENA	Acctg Svcs - July 2020	1,458.33
147	CALL EXPERTS	Answering Service for July 2020	153.22
148	CARASOFT TECHNOLOGY CORP	Work Number verification services	30.00
149	CDW GOVERNMENT	Computer; Monitor; Printer; ink cartridges; MS Office software	3,301.80
150	CLEAN SWEEP SVCS	BVM Cleaning - June 2020	2,975.00
151	COMCAST	Internet services for June 2020	244.57
152	CONVEXSERV TECHNOLOGY SOLUTIONS, LLC	Antivirus subscription renewal	180.00
153	COPIER PLUS, INC.	Contract base rate charge-July 2020	20.00
154	THE DAILY JOURNAL OF NJ	April 2020 meeting notice	34.76
155	DELTA DENTAL OF NJ	Dental Benefits for Aug 2020	121.81
156	DRAIN DOCTOR	Plumbing services	740.00
157	FLORENCE DRISCOLL	Tenant Services - July 2020	200.00
158	FEDERAL EXPRESS	Overnight delivery - May 2020	60.01
159	EISENSTAT, GABAGE & FURMAN	Legal Services - May - July 2020	840.00
160	GLEN O. STULL	Medicare Reimb - July 2020; prescription reimb - July 2020	353.70
161	W.W. GRAINGER INC	Heat pump	1,542.40
162	ASHLEY HARRIS	BVM Cleaning - June/July 2020	400.00
163	ROBERT HARRIS	Removal of recyclables & cleaning of trash rooms for July 2020	200.00
164	HD SUPPLY	Maint Supplies	2,226.81
165	THE HOME DEPOT PRO	Maint Supplies	1,585.69
166	HUBER LOCKSMITHS INC	Locksmith services	125.00
167	HUMANA INSURANCE COMPANY OF NY	Retiree Prescrip premium - Aug 2020	57.70
168	JOHN J. SPITZ	Reimb RX plan & prescription co-pay-June 2020; Medicare B reimb-July 2020	813.65
169	NJ AMERICAN WATER	Water - June 2020	6,467.67
170	OMEGA PEST MANAGEMENT	Pest Control	1,987.00
171	THE PRESS OF ATLANTIC CITY	Legal notice - RPT Resident wellness program	54.28
172	ROBERT L. ROWELL	Maintenance Labor-Grounds-July 2020	200.00
173	SOUTH JERSEY WEB DESIGN	Website changes	150.00
174	SOUTH JERSEY GAS	Gas bill - June 2020	993.90
175	SUPERIOR VISION OF NJ	Vision benefits - Aug 2020	19.71
176	TREASURER, STATE OF NJ	Life Hazard Use Registration renewal-BVM	191.00
177	US BANK EQUIPMENT FINANCE	Copier contract payment	185.01
178	VERIZON DSL	Fax & phone lines for June 2020	136.00
179	VERIZON WIRELESS	Cell phone charges - May 2020	54.80
180	VINELAND HOUSING AUTHORITY	Mgmt Svcs; Reimb postage used - Jun 2020; Office/maint coverage - Jun 2020	19,074.65
181	WALLACE HARDWARE	Maint Supplies	19.37
18870871378U	HORIZON BCBS OF NJ	Health Benefits Premium - July 2020	2,583.59
TOTAL JULY DISBURSEMENTS			\$ 57,847.52
PAYROLL - 6/2020			\$ 3,544.28
PAYROLL TAXES - 6/2020			\$ 1,113.13
ADP PAYROLL PROCESSING FEES - 6/2020			\$ 132.72
PENSION -6/2020			\$ 244.56
PNC BANK FEE -6/2020			\$ 66.25
TOTAL BILL LIST - JULY 2020			\$ 62,948.46

**Ocean City Housing Authority
County of Cape May
State of New Jersey**

**RESOLUTION NO. 2020-23
RESOLUTION AUTHORIZING AFFILIATION AND SUPPORT OF THE OCEAN CITY
COMMUNITY DEVELOPMENT CORPORATION AND APPROVAL OF ITS BY-
LAWS TO CREATE THE AFFILIATION**

WHEREAS, the Housing Authority of the City of Ocean City, New Jersey (Authority), a public housing agency as defined in the United States Housing Act of 1937 (1937 Act), with a mission to support and further affordable housing; and

WHEREAS, the Ocean City Community Development Corporation (OCCDC) is a New Jersey State Non-Profit corporation formed in 2017 with the mission to support and further affordable housing; and

WHEREAS, the Authority approves to have the OCCDC be an affiliate of the Authority and to provide necessary support to the OCCDC; and

WHEREAS, to properly function the OCCDC needs to have proper By-Laws and a Board of Trustees; and

WHEREAS, the draft By-Laws attached will create and acknowledge the affiliation and establish the Trustees of the OCCDC;

NOW, THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the City of Ocean City, New Jersey that the Authority hereby authorizes and approves the affiliation with and support of the "Ocean City Community Development Corporation" and approves the draft By-Laws in substantially the form as attached hereto.

ADOPTED: July 21, 2020

VOTE:

Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					
Commissioner McCall	✓				✓	
Commissioner Jackson				✓		
Commissioner Henry	✓					
Commissioner Mumman	✓					✓
Commissioner Broadley	✓					
Chairman Barr	✓					

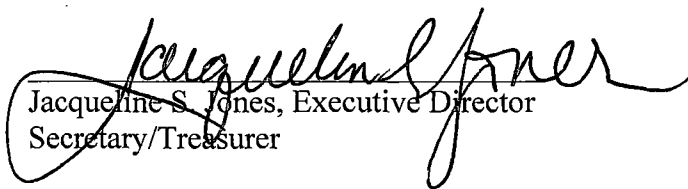
OCEAN CITY HOUSING AUTHORITY

BY: 
Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's (OCHA) Board of Commissioners held via-video conference on July 21, 2020 from the Management Offices of the OCHA located at 191 W. Chestnut Avenue, Vineland, New Jersey.

By:


Jacqueline S. Jones, Executive Director
Secretary/Treasurer

BY-LAWS OF THE OCEAN CITY COMMUNITY

DEVELOPMENT CORPORATION

A New Jersey Non-Profit Corporation

BY-LAWS OF THE OCEAN CITY COMMUNITY DEVELOPMENT CORPORATION

A New Jersey Non-Profit Corporation

ARTICLE 1

Section 1.1 Name of Corporation.

The name of the Corporation shall be "Ocean City Community Development Corporation."

Section 1.2 Seal of Corporation.

The Corporation shall have a seal in such form and with such inscription as the Trustees shall by resolution direct.

Section 1.3 Office of Corporation.

The registered office of the Corporation shall be c/o Ocean City Housing Authority, at 204 Fourth Street, in the City of Ocean City, State of New Jersey.

Section 1.4 Purpose.

The purposes of the Corporation are exclusively for charitable purposes, as set forth in the Certificate of Incorporation, as may be amended from time to time. In pursuing such purposes, the Corporation shall not act so as to impair its eligibility for exemption under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

Section 1.5 Fiscal Year.

The fiscal year of the Corporation shall begin on October 1st and end on September 30th of each Calendar Year.

ARTICLE 2 - TRUSTEES

Section 2.1 Trustees; Number of.

Each Trustee shall be an individual of full age, who is a resident of the State of New Jersey and must be a Commissioner of the Housing Authority of the City of Ocean City New Jersey ("Ocean

City Housing Authority”). The number of Trustees constituting the Corporation’s Board of Trustees shall be seven (7) Trustees.

Section 2.2. Powers. The Trustees shall have all powers and duties to conduct the activities of the Corporation, except as otherwise limited by these By-laws or by a resolution duly adopted by the Board.

Section 2.3 Appointment of Trustees.

A. The Board of Trustees shall consist of seven (7) persons. The Trustees shall be appointed by the Ocean City Housing Authority.

B. Subject to subsection “C” and Section 2.5 below, the Trustees shall serve for terms of five (5) years and until their respective successors have been appointed and qualified, unless otherwise removed as provided herein or unless such Trustee shall cease to meet the qualifications of a Trustee.

C. As of the approval date of these By-Laws, the First Board of Trustees of the Corporation, upon appointment to the Board of Trustees, a Trustee’s term shall be concurrent with their existing term as a Commissioner of the Ocean City Housing Authority, and will expire on the same date as the expiration date of the Trustee’s current term as a Commissioner of the Ocean City Housing Authority.

D. Trustees of the Corporation shall receive no compensation for services, but shall be entitled to reimbursement for actual expenses necessarily incurred in the discharge of his/her duties, including travel expenses.

E. Each Trustee and the Board of Trustees shall be bound by the New Jersey Non-Profit Law and any amendment or revisions thereto.

Section 2.4 Attendance.

Each Trustee shall exercise the duties of his/her office in good faith and shall attend the meetings of the Board of Trustees whenever possible.

Section 2.5 Removal.

Any Trustee may be removed from office by the Ocean City Housing Authority without assignment of any cause. In the event a Trustee is removed from his/her appointment as a Commissioner of the Ocean City Housing Authority, they shall automatically be removed from the Board of Trustees of the Corporation.

Section 2.6 Veto.

Any action taken by the Board of Trustees which, in the opinion of the Ocean City Housing Authority, violates the principles and purposes of the Corporation or detrimentally impacts the operation of the Ocean City Housing Authority, may be vetoed by the Ocean City Housing Authority within thirty (30) days of written notice of said action.

ARTICLE 3 – OFFICERS

Section 3.1 Positions.

The Officers of the Corporation shall be the same Officers as the Ocean City Housing Authority Board of Commissioners, which includes a Chairperson, Vice-Chairperson and a Treasurer-Secretary.

Section 3.2 Term.

A. The Officers of the Ocean City Community Development Corporation shall serve for a term of one (1) year and until their successors are elected.

B. The Executive Director of the Ocean City Housing Authority shall be appointed as the Secretary-Treasurer of the Corporation. The Secretary-Treasurer shall not vote in any matter

presented to the Board of Trustees for consideration. No Trustee of the Corporation shall be eligible for this office except as a temporary appointee.

C. The Secretary-Treasurer shall receive no compensation for services, but shall be entitled to reimbursement for actual expenses necessarily incurred in the discharge of his/her duties, including travel expenses.

Section 3.3 Removal of Officers.

Any Officer may be removed by the Board of Trustees whenever, in its judgment, the best interests of the Corporation may be served thereby. The removal of any officer shall be by a majority vote of the Board of Trustees.

Section 3.4 Chair.

The Chair shall preside at all meetings of the Board of Trustees. Except as otherwise authorized by the Corporation, the Chair shall sign all contracts, deeds, and other instruments made by and on behalf of the Corporation. At each meeting the Chair shall submit such recommendations and information as they may consider proper concerning the business, affairs and policies of the Corporation.

Section 3.5 Vice-Chair.

The Vice-Chair shall perform the duties of the Chair in the absence of the Chair; and in case of the resignation or death of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair until such time as the Corporation shall elect a new Chair.

Section 3.6 Secretary-Treasurer.

A. The Secretary-Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in

such banks, trust companies, or other depositories as shall be selected by the Board of Trustees; and, in general, perform all the duties as from time to time may be assigned by the Board of Trustees. The Secretary-Treasurer shall have general supervision over the administration of the Corporation's business and affairs, subject to the direction of the Board of Trustees. They shall further be authorized to sign all contracts, deeds, and other instruments made by and on behalf of the Corporation, in connection with the Corporation's Purpose as set forth herein and within the Certificate of Incorporation.

B. All checks payable by the Corporation shall be countersigned by: (a) the Secretary-Treasurer or his/her designee; and (b) a member of the Board of Trustees. They shall keep regular books of accounts showing receipts and expenditures and shall render to the Corporation, at each regular meeting (or as often as requested), an account of all Corporation transactions and also of the financial condition of the Corporation.

C. The Secretary-Treasurer shall keep the records of the Corporation, shall act as secretary of the meetings of the Corporation and record all votes, shall keep a record of the proceedings of the Corporation in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his/her office. They shall keep in safe custody the seal to all contracts and instruments authorized to be executed by the Board of Trustees.

D. During a vacancy of the office of Secretary-Treasurer or during the absence for three or more weeks of the Secretary-Treasurer the Chair may elect to act, upon written notice to the Board of Trustees, as acting Secretary-Treasurer, or in the alternative they may appoint one of the Trustees to be Acting Secretary-Treasurer.

E. The Secretary-Treasurer may delegate to Officers or agents of the Corporation, the authority to take any actions necessary to fulfill the Secretary-Treasurer's duties and obligations, as set forth herein.

Section 3.7 Additional Duties.

The Officers of the Corporation shall perform such duties and functions as may from time to time be required by the Board of Trustees in accordance with the By-Laws or rules and regulations of the Corporation.

Section 3.8 Vacancies.

Should the offices of Chair or Vice Chair become vacant, the Board of Trustees of the Corporation shall elect a successor from its membership at the next regular meeting, and such election shall be for the unexpired term of said office.

Section 3.9 Additional Personnel.

The Corporation may from time to time employ such personnel as it deems necessary to exercise its powers, duties, and functions as prescribed by the Laws of the State of New Jersey applicable thereto.

ARTICLE 4 - MEETINGS

Section 4.1 Annual Meeting.

The annual meeting of the Corporation shall be in December of each year at a place, date and time to be determined by the Corporation.

Section 4.2 Regular Meetings.

Regular meetings shall be held with notice at a place, date and time to be determined by the Corporation.

The Secretary shall cause an Agenda of the meeting to be sent to each member of the Corporation at least two days prior to the meeting date. Where it is apparent upon polling of the Trustees prior to a regular meeting that there will not be a majority sufficient to hold said meeting, the Chair, upon consultation with the Secretary-Treasurer, may reschedule said regular meeting for a date within ten (10) days of the regular meeting. In such event, the Secretary-Treasurer shall advise all of the Trustees concerning same by telephone or electronic mail, and by regular mail.

Section 4.3 Special Meetings.

The Chair of the Corporation may, when they deem it expedient, and shall, upon the written request of two members of the Corporation, call a special meeting of the Corporation for the purpose of transacting any business designated in the call. The call shall be emailed to the business or home address of each member of the Corporation at least forty-eight (48) hours prior to the date of such special meeting. In addition, the Secretary-Treasurer or their agent shall attempt to notify by telephone any Trustees not personally served with the call within the same time constraints.

Section 4.4 Quorum.

A. The powers of the Corporation shall be vested in the Trustees thereof. Four (4) Trustees shall constitute a quorum for the purpose of conducting its business and exercising its powers and for all other purposes. When a quorum is in attendance, action may be taken by the Corporation upon the affirmative vote of the majority present, but not less than three (3) affirmative votes of the Trustees present. Each Trustee shall be entitled to one (1) vote, with the majority of votes constituting the action of the Corporation.

B. Lack of Quorum - In the event there is not a quorum sufficient to start a meeting, the Trustees present shall wait fifteen (15) minutes from the scheduled start of said meeting. Upon the expiration of the aforesaid fifteen minutes, should there still not be a quorum, the meeting shall be canceled.

Section 4.5 Manner of Voting.

Voting on all questions coming before the Corporation shall be by voice vote and the yeas and nays shall be entered upon the minutes of the meeting. However, when a resolution is required by law to be taken by roll call or if any member of the Corporation requests a roll call vote on any

question, the voting on that question shall be by roll call and the yeas and nays shall be entered upon the minutes of the meeting.

Section 4.6 Resolutions.

All resolutions shall be in writing and shall be copied in a journal of the proceedings of the Corporation.

Section 4.7 Meetings by Telephone or Similar Communications Methods.

Trustees may participate in a meeting of the Corporation by means of streaming services and other online meeting platforms by means of which all Trustees participating in the meeting can hear each other, and participation in such a meeting shall constitute presence by any such Trustee at such meeting. To ensure the public has the ability to attend meetings held by telephone, streaming services or other online platforms, instructions are to be provided on how to access such meetings and the procedures by which comments will be received.

Section 4.8 Committees

The Committees for the Corporation shall be the same as established by the Ocean City Housing Authority Board.

ARTICLE 5 - AMENDMENTS

The By-laws of the Corporation shall be amended only with the approval of at least four (4) of the members of the Board of Trustees of the Corporation at a regular or a special meeting, but no such amendment shall be adopted unless at least three days written notice thereof has been previously given to all of the Board of Trustees of the Corporation.

ARTICLE 6 – LIABILITY, INDEMNIFICATION, AND COMPENSATION

A. No Trustee or Officer shall be personally liable to the Corporation for breach of any duty owed to the Corporation.

B. The Corporation shall indemnify every corporate agent as defined in, and to the full extent permitted by, Section 15A:3-4 of the New Jersey Nonprofit Corporation Act, and to the full extent otherwise permitted by law.

C. Neither Trustees nor Officers shall receive any compensation for their regular services provided to the Corporation.

ARTICLE 7- CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

A. **Contracts.** The Board of Trustees may authorize any Officer or Officers, agent or agents of the Corporation, in addition to the Officers so authorized by these Bylaws, to enter into a contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or limited to specific instances.

B. **Checks, Drafts, or Orders for Payment.** All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by the Secretary-Treasurer and countersigned by a Trustee.

C. **Deposits.** All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Trustees may designate.

**Ocean City Housing Authority
County of Cape May
State of New Jersey**

**RESOLUTION NO. 2020-24
AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH
THE OCEAN CITY HOUSING AUTHORITY FOR PRE-DEVELOPMENT SERVICES
FOR THE CITY'S SCATTERED SITE DUPLEX PROJECT**

WHEREAS, N.J.S.A. 40A:65-4 of the Uniform Shared Services and Consolidation Act authorizes municipalities and authorities to enter into agreements for the provision and receipt of any service that each is empowered to provide or receive within its own jurisdiction; and,

WHEREAS, pursuant to a Settlement Agreement between the **City** and Fair Share Housing Center dated July 18, 2018 (the "Settlement Agreement"), the **City** has agreed to construct ten (10) affordable two- and three-bedroom family rental units in Ocean City in two-family structures also known as "duplexes" (the "Scattered Site Duplex Project"); and,

WHEREAS, the **Authority** has the ability and expertise required to assist the **City** in the Scattered Site Duplex Project in some or all of the following respects: issue a request for proposals for an architect and project engineer for the design of the duplexes to be constructed, oversee environmental testing of the building sites, write specifications for the construction of such duplexes, manage the bidding process for construction contractor and procure contractor(s) for the Scattered Site Duplex Project; and,

WHEREAS, the **Authority** is currently engaged in a construction project for construction of affordable units in the new structure to be known as the Speitel Building and in the renovation of existing affordable units at Bayview Manor; and,

WHEREAS, the **City** and the **Authority** wish to enter into an agreement through which the **Authority** will provide pre-development services for the City's Scattered Site Duplex Project; and,

WHEREAS, the **City** and the **Authority** have agreed that partnering in shared agreements for the creation of new affordable rental units in Ocean City on land owned by the City benefits each local unit; and,

WHEREAS, the construction of the Scattered Site Duplex Project will fulfill part of the **City's** obligation to create affordable rental units pursuant to the Settlement Agreement; and,

WHEREAS, the **City** and the **Authority**, by resolutions duly adopted by their respective governing bodies, wish to enter into a shared service agreement pursuant to which the **Authority** will act as lead agency for the procurement of the contractors, related materials and pre-development project administration in accordance with N.J.S.A. 40A:11 1 *et seq.*; and,

WHEREAS, Ocean City's City Council believe that the execution of this Shared Services Agreement will be of value to the Ocean City taxpayers;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, County of Cape May, New Jersey as follows:

1. The City accepts and approves the Shared Services Agreement to be entered into with the Ocean City Housing Authority, a true copy of which is on file at the office of the Clerk of Ocean City and can be reviewed by the public during normal business hours; and,
2. The Mayor, Business Administrator and City Clerk are hereby authorized to execute any and all necessary documents in order to implement this Resolution

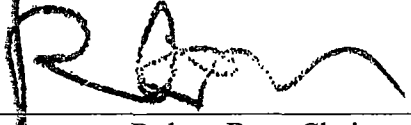
The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the 21st day of July, 2020.

ADOPTED: July 21, 2020

VOTE:

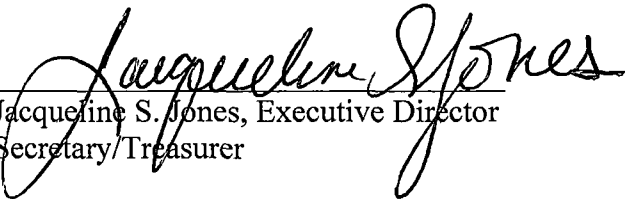
Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					
Commissioner McCall	✓				✓	
Commissioner Jackson				✓		
Commissioner Henry	✓					
Commissioner Mumman	✓					
Commissioner Broadley	✓					✓
Chairman Barr			✓			

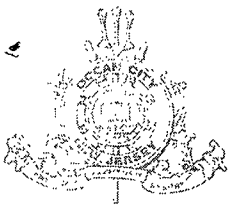
OCEAN CITY HOUSING AUTHORITY

BY: 
Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's (OCHA) Board of Commissioners held via-videoconference on July 21, 2020 from the Management Offices of the OCHA located at 191 W. Chestnut Avenue, Vineland, New Jersey.

By: 
Jacqueline S. Jones, Executive Director
Secretary/Treasurer



CITY OF OCEAN CITY
AMERICA'S GREATEST FAMILY RESORT
SHARED SERVICES AGREEMENT

This agreement, made as of this ____ day of ____, 2020 by and between the City of Ocean City, a municipal corporation of the State of New Jersey with principal offices located at the City Hall, 861 Asbury Ave., Ocean City, NJ 08226 (hereafter, the **City**) and the Ocean City Housing Authority with offices located at 204 Fourth Street, Ocean City, NJ 08226 (hereafter, the **Authority**).

WITNESSETH:

WHEREAS, the **Authority** operates public housing facilities within the City of Ocean City, NJ; and,

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., empowers municipalities, authorities and local units to enter into agreements to provide or receive any service; and,

WHEREAS, pursuant to a Settlement Agreement between the **City** and Fair Share Housing Center dated July 18, 2018, the **City** has agreed to construct ten (10) affordable two- and three-bedroom family rental units in Ocean City in two-family structures also known as "duplexes" (the "Scattered Site Duplex Project"); and,

WHEREAS, the **Authority** has the ability and expertise required to assist the **City** in the Scattered Site Duplex Project in some or all of the following respects: issue a request for proposals for an architect and project engineer for the design of the duplexes to be constructed, oversee environmental testing of the building sites, write specifications for the construction of such duplexes, manage the bidding process for construction contractor and procure contractor(s) for the Scattered Site Duplex Project; and,

WHEREAS, the **Authority** is currently engaged in a construction project for construction of affordable units in the new structure to be known as the Speitel Building and in the renovation of existing affordable units at Bayview Manor; and,

WHEREAS, the **City** and the **Authority** wish to enter into an agreement through which the **Authority** will provide pre-development services for the City's Scattered Site Duplex Project; and,

WHEREAS, the **City** and the **Authority** have agreed that partnering in shared agreements for the creation of new affordable rental units in Ocean City on land owned by the City benefits each local unit; and,

WHEREAS, the construction of the Scattered Site Duplex Project will fulfill part of the **City's** obligation to create affordable rental units pursuant to the Settlement Agreement; and,

WHEREAS, the **City** and the **Authority**, by resolutions duly adopted by their respective governing bodies, wish to enter into a shared service agreement pursuant to which the **Authority** will act as lead agency for the procurement of the contractors, related materials and pre-development project administration in accordance with N.J.S.A. 40A:11-1 *et seq.*;

NOW, THEREFORE, in consideration as set forth herein and with the parties understanding and intending to the covenants contained in this Agreement and set forth below, the parties do hereby agree as follows:

1. **Recitals Incorporated:** The above recitals are incorporated into this Agreement as is more fully set

forth at length herein.

2. **Services to be performed:** Upon request by the **City**, the **Authority** shall provide pre-development services for the City's Scattered Site Duplex Project to include the following tasks: issue a request for proposals for an architect and project engineer for the design of the duplexes to be constructed, oversee environmental testing of the building sites, write specifications for the construction of such duplexes, manage the bidding process for construction contractor and procure contractor(s) for the Scattered Site Duplex Project. The **Authority** shall consult and cooperate with the **City** on each of the described tasks. The **City** shall make final determinations on all issues which may arise.
3. **Consideration:** The **City** and the **Authority** shall mutually benefit from the City's creation of ten (10) affordable family rental units. The reciprocal promises to diligently pursue the development of the Scattered Site Duplexes constitute consideration for this agreement. The **Authority** shall coordinate and supervise the pre-development work at no charge to the **City** and shall submit invoices for the pre-development services. Attached hereto is a budget which sets forth the anticipated pre-development costs for this project.
4. **Duration of the Agreement:** The **City** and the **Authority** shall be bound by this agreement for the duration of the project for the construction of the five (5) duplexes, but not longer than five (5) years. If the project is shutdown or abandoned, consideration shall be as mutually agreed upon by both parties.
5. **Severability:** Should any of the provisions of this Agreement be held invalid or unenforceable by a Court of competent jurisdiction, said provisions shall be severed from the entire Agreement and the remaining provisions of the Agreement shall remain in full force and effect.
6. **Entire Agreement:** This Agreement represents the entire Agreement between the parties regarding the design and construction of the five (5) duplexes and this Agreement may not be altered, modified or changed in any manner except upon a duly executed and authorized writing signed between the parties. Any future joint project shall require a separate Shared Services Agreement and approval thereof by resolution of each of the parties hereto.
7. **Governing Law:** This Agreement shall be governed and construed pursuant to the laws of the State of New Jersey and any litigation brought in relation to this Agreement shall be brought in the Superior Court of New Jersey in Cape May County.
8. **Default:** Either party has all rights pursuant to law if the other party defaults pursuant to this Agreement. A party shall be considered in default if they have not honored any of the terms or conditions as set forth in this Agreement. Prior to any default being declared, a party must receive at least fourteen (14) days advance notice of said default.
9. **Waiver:** The parties understand and agree that any action or inaction concerning any of the terms or conditions of this Agreement by either party shall not be considered a waiver of any rights by said party including the right to allege such action or inaction, if not corrected, is a default pursuant to terms of this Agreement.
10. **City & Authority Employees:** City & Authority employees are given full permission by this Agreement to visit the Project site at any time. Appropriate representatives of the **City** will work in conjunction with the **Authority** staff and project manager to make sure that all the terms of this Agreement are satisfactorily performed.

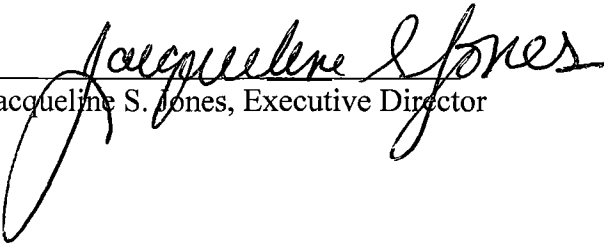
11. **Indemnification by the Authority:** The Ocean City Housing Authority agrees to protect, defend, indemnify and save harmless the **City** and the **City's** officers, agents and employees from any and all losses, claims, actions, costs, expenses and judgments arising out of the sole negligence of the **Authority** or any employees, agents or officers thereof or acting on said parties behalf, related to the performance of the work contemplated by this Agreement.
12. **Copies to Be Used as Originals:** Any copies of this Agreement once signed may be deemed to be originals for any purposes.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year set forth above.

ATTEST:

OCEAN CITY HOUSING AUTHORITY

CITY OF OCEAN CITY


Jacqueline S. Jones, Executive Director

Jay Gillian, Mayor

Joseph S. Clark, QPA,
City Purchasing Manager

Melissa G. Rasner, City Clerk

**Ocean City Housing Authority
County of Cape May
State of New Jersey**

**RESOLUTION NO. 2020-25
Resolution Awarding As-Needed Yardi Consulting Services**

WHEREAS, the Ocean City Housing Authority has solicited Requests for Quotes for As-Needed Yardi Consulting Services; and

WHEREAS, three consultants submitted proposals; and

WHEREAS, Integrated Systems Associates, Inc. is the apparent lowest qualified quote; and

WHEREAS, it is recommended to the Board of Commissioners to contract Integrated Systems Associates, Inc to provide the Ocean City Housing Authority with As-Needed Yardi Consulting Services in an amount not to exceed \$44,000 per the attached schedule.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby authorizes its executive director or his designee to prepare and execute the As-Needed Yardi Consulting Services contract Integrated Systems Associates, Inc as indicated above.

ADOPTED: July 21, 2020

VOTE:

Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					
Commissioner McCall	✓					
Commissioner Jackson				✓		
Commissioner Henry	✓					
Commissioner Mumman	✓					✓
Commissioner Broadley	✓				✓	
Chairman Barr	✓					

OCEAN CITY HOUSING AUTHORITY

BY: 

Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's (OCHA) Board of Commissioners held via-video conference on July 21, 2020 from the Management Offices of the OCHA located at 191 W. Chestnut Avenue, Vineland, New Jersey.

By: 

Jacqueline S. Jones, Executive Director
Secretary/Treasurer


CERTIFICATION

Funding is available for:

YARDI CONSULTANT SERVICES CONTRACT

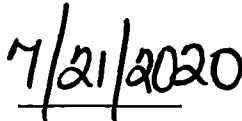
Integrated Systems Associates, Inc.

from the Operating Budget. The line item to be charged for the above expenditure is Account # 4182-00-000.



Wendy Hughes

Certifying Financial Officer



Date

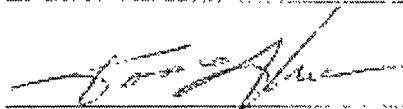
FORM OF PROPOSAL

**AS-NEDED YARDI SYSTEMS
CONSULTING SERVICES**

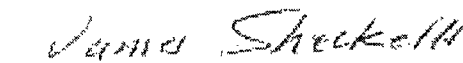
Due: July 8, 2020 – 2:00 PM EST Prevailing Time

PRICING TABLE

	Total
Cost per hour for Principle/Senior Consultant	\$ 175
Cost per hour Staff Consultant	\$ 175



Signature of Proposer



Printed Name of Above Signature

Integrated Systems Associates, Inc.

Printed Name of Business

9964 Timberknoll Lane

Address

Ellicott City, MD 21042

City, State, Zip

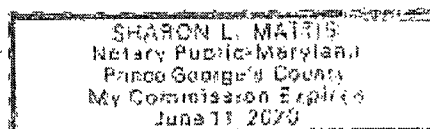
410-984-0288

Phone

Sworn to and subscribed

before me this 7
day of July, 2020.


Notary Public (SEAL) **BUSINESS**



**Ocean City Housing Authority
County of Cape May
State of New Jersey**

**RESOLUTION NO. 2020-26
PHA Certifications of Compliance
with the PHA Five-Year Plan and Related Regulations
Board Resolution to Accompany the PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman, I approve the submission of the **Five-Year Plan and Annual Plan** for PHA fiscal year beginning October 1, 2020, hereinafter referred to as the Plan of which this document is a part and make the following certifications and agreements with the Department of Housing & Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate state or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this board of boards in developing the Plan, and considered the recommendations of the board or boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining its programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
7. For PHA Plan that includes a policy for site-based waiting lists:
 - φ The PHA regularly submits required data to HUD's MTCS in an accurate, complete, and timely manner (as specified in PIH Notice 99-2);

- φ The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - φ Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - φ The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - φ The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
- 8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
- 9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR, Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
- 10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low- or Very-Low Income Persons, and with its implementing regulation at 24 CFR, Part 135.
- 11. The PHA has submitted with the Plan a certification with regard to a drug-free workplace required by 24 CFR, Part 24, Subpart F.
- 12. The PHA has submitted with the Plan a certification with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by the Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.
- 13. For PHA Plan that includes a PHDEP Plan as specified in 24 CFR 761.21: The PHDEP Plan is consistent with and conforms to the "Plan Requirements" and "Grantee Performance Requirements" as specified in 24 CFR 761.21 and 761.23, respectively, and the PHA will maintain and have available for review/inspection (at all times), records or documentation of the following:
 - φ Baseline law enforcement services for public housing developments assisted under the PHDEP plan;
 - φ Consortium agreement(s) between the PHAs participating in the consortium and a copy of the payment agreement between the consortium and HUD (applicable only to PHAs participating in a consortium as specified under 24 CFR 761.15);
 - φ Partnership agreements (indicating specific leveraged support) with agencies/organizations providing funding, services, or other in-kind resources for PHDEP-funded activities;

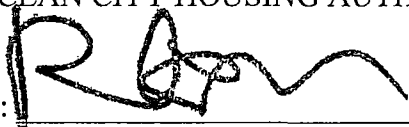
- φ Coordination with other law enforcement efforts;
 - φ Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds); and
 - φ All crime statistics and other relevant data (including Part I and specified Part II crimes) that establish need for the public housing sites assisted under the PHDEP Plan.
- 14. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR, Part 24, as applicable.
- 15. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
- 16. The PHA will provide HUD or the responsible entity any documentation that the Department needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58.
- 17. With respect to public housing, the PHA will comply with Davis-Bacon or HUD-determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
- 18. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
- 19. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
- 20. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments) and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
- 21. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
- 22. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and attachments at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.

ADOPTED: July 21, 2020

VOTE:

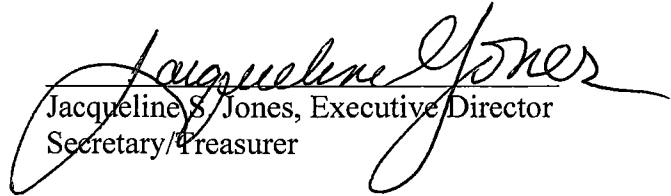
Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					
Commissioner McCall	✓				✓	
Commissioner Jackson				✓		
Commissioner Henry	✓					
Commissioner Mumman	✓					
Commissioner Broadley	✓					
Chairman Barr	✓					✓

OCEAN CITY HOUSING AUTHORITY

BY: 
Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's (OCHA) Board of Commissioners held via-video conference on July 21, 2020 from the Management Offices of the OCHA located at 191 W. Chestnut Avenue, Vineland, New Jersey.

By: 
Jacqueline S. Jones, Executive Director
Secretary/Treasurer

**Certification of Compliance with
PHA Plans and Related Regulations
(Small PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plans and Related Regulations
including Civil Rights and PHA Plan Elements that Have Changed**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the X 5-Year and/or X Annual PHA Plan for the PHA fiscal year beginning 10/1/2020 hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA certifies that the following policies, programs, and plan components have been revised since submission of its last Annual PHA Plan (check all policies, programs, and components that have been changed):
 - ☐ 903.7a Housing Needs
 - ☐ 903.7b Deconcentration and Other Policies Governing Eligibility, Selection, Occupancy, and Admissions Policies
 - ☐ 903.7c Financial Resources
 - ☐ 903.7d Rent Determination Policies
 - ☐ 903.7h Demolition and Disposition
 - ☐ 903.7k Homeownership Programs
 - ☒ 903.7r Additional Information
 - ☒ A. Progress in meeting 5-year mission and goals
 - ☐ B. Criteria for substantial deviation and significant amendments
 - ☐ C. Other information requested by HUD
 - ☐ 1. Resident Advisory Board consultation process
 - ☐ 2. Membership of Resident Advisory Board
 - ☐ 3. Resident membership on PHA governing board

The PHA provides assurance as part of this certification that:

- (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
 6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
 7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
 8. For a PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);

- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting lists would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1):
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
 10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
 11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
 12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
 13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
 14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
 15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
 16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
 17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
 18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
 19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
 20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
 21. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Ocean City Housing Authority

PHA Name

NJ053

PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 2020 - 2024

Annual PHA Plan for Fiscal Year 2020

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

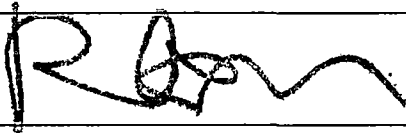
Name of Authorized Official

Robert Barr

Title

Board Chairperson

Signature



Date

07/21/2020

5-Year PHA Plan (for All PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB No. 2577-0226
Expires: 02/29/2016

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-5Y is to be completed once every 5 PHA fiscal years by all PHAs.

A.	PHA Information.																																					
A.1	<p>PHA Name: <u>Ocean City Housing Authority</u> PHA Code: <u>NJ053</u></p> <p>PHA Plan for Fiscal Year Beginning: (MM/YYYY): _____</p> <p>PHA Plan Submission Type: <input checked="" type="checkbox"/> 5-Year Plan Submission <input type="checkbox"/> Revised 5-Year Plan Submission</p> <p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</p> <table border="1"> <thead> <tr> <th rowspan="2">Participating PHAs</th> <th rowspan="2">PHA Code</th> <th rowspan="2">Program(s) in the Consortia</th> <th rowspan="2">Program(s) not in the Consortia</th> <th colspan="2">No. of Units in Each Program</th> </tr> <tr> <th>PH</th> <th>HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																							
Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program																																		
				PH	HCV																																	
Lead PHA:																																						
B.	5-Year Plan. Required for <u>all</u> PHAs completing this form.																																					
B.1	<p>Mission. State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years.</p> <p><i>The mission of the Ocean City Housing Authority (OCHA) is to promote adequate and affordable housing and a suitable living environment free from discrimination. The OCHA will service the housing and social needs to lower income, elderly, handicapped and family households living and working in the operating jurisdiction of the Authority.</i></p>																																					

B.2	<p>Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low-income, and extremely low- income families for the next five years.</p> <p>The Authority will build a 32 unit residential building on existing OCHA property next to Bayview Manor (Speitel Commons at Bayview Manor) utilizing funds through the NJ Housing & Mortgage Finance Agency.</p> <p>The Authority will develop 10 units of affordable housing in partnership with the City of Ocean City.</p> <p>The Authority intends to demolish the current Pecks Beach senior project and redevelop the site into housing for the 40 Pecks Beach family units. The Authority intends to continue to pursue all available options relating to the Rental Assistance Demonstration (RAD) Program for the 40 family units. The Authority will evaluate the advantages of pursuing a Section 18 Demolition/Disposition application for all or a portion of the units. The redevelopment strategy may include a combination of RAD vouchers and traditional project-based vouchers or the traditional project-based vouchers only. The Authority intends to use LIHTC as a funding source for the redevelopment along with loans, mortgages or affordable housing funding, as appropriate.</p> <p>The Authority will continue to investigate all available funding sources for improvements to the Bayview Manor building and site.</p> <p>The Authority will investigate all options for the development of additional affordable housing on the current Pecks Beach Family site after the redevelopment of the Pecks Beach Senior site.</p> <p>The Authority will pursue whatever funding is available to redevelop and/or expand existing housing.</p>
-----	---

B.3

Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

The Authority was issued the RAD Conversion Commitment (RCC) on 1/22/2020 for 81 units (Bayview & Pecks Beach Senior) and has been approved for a Section 18 demolition/disposition of 20 ACC units (Pecks Beach Senior). The closing for these units is expected to take place in April 2020. Sixty-one (61) units will convert to RAD and 19 units will be funded through Tenant Protection Vouchers (TPV) administered by the Vineland Housing Authority (NJ063). These ACC units will be transferred from the Pecks Beach senior project to the new Speitel Commons building along with 12 first floor units from the Bayview Manor building. The groundbreaking for Speitel Commons will take place within the next six months and construction is estimated to be completed in 2021.

The Authority is currently reviewing plans for 10 units of affordable housing to be managed by OCHA.

The remaining 40 family units will be converted to RAD as soon as possible.

Name of Public Housing Project:	PIC Development ID:	Conversion Type (i.e. PBV or PBRA):	Transfer of Assistance: (if yes, please put location, if known & # of units transferring):
Peck's Beach Family	NJ053000001	PBV	N/A
Total Units:	Pre-RAD Unit Type (i.e. Family, Senior, etc.):	Post-RAD Unit Type (i.e. Family, Senior, etc.):	Capital Fund Allocation of Development: (Annual Capital Fund Grant attributable to the project, if known) OR (Total Annual Capital Fund allocation divided by the total # of public housing units in PHA multiplied by total # of units in project)
40	Family	Family	\$67,013
Bedroom Type:	Number of Units Pre-Conversion	Number of Units Post-Conversion	Change in # of Units per Bedroom Type and Why (De Minimis Reduction, Transfer of Assistance, Unit Reconfiguration, etc.)
Two Bedroom	24	24	0
Three Bedroom	14	14	0
Four Bedroom	2	2	0

Resident Rights, Participation, Waiting List and Grievance Procedures:

Excerpt from PIH Notice 2012-32, REV-3, Section 1.6 C (PBV Resident Rights and Participation)

- 1. No rescreeing of Tenants upon Conversion:** Pursuant to the RAD statute, at conversion, current households are not subject to rescreeing, income eligibility or income targeting. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. For example, a unit with a household that was over-income at the time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR § 982.201, concerning eligibility and targeting, will not apply for current households. Once that remaining household moves out, the unit must be leased to an eligible family.
- 2. Right to Return:** See section 1.4.A.5(ii) of PIH Notice 2012-32, REV-3 and the RAD Fair Housing, Civil Rights and Relocation Notice regarding a resident's right to return.
- 3. Renewal of Lease:** Since publication of the PIH Notice 2012-32 Rev 1, the regulations under 24 CFR part 983 have been amended requiring Project Owners to renew all leases upon lease expiration, unless cause exists.
- 4. Phase-in of Tenant Rent Increases:** If a tenant's monthly rent increases by more than, the greater of 10 percent or \$25, purely as a result of conversion, the rent increase will be phased in over 3 or 5 years. To implement this provision, HUD is specifying alternative requirements for section 3(a) (1) of the Act, as well as 24 CFR § 983.3(definition of "total tenant payment" (TTP)) to the extent necessary to allow for the phase-in of tenant rent increases. A PHA must create a policy setting the length of the phase-in period at three years, five years or a combination depending on circumstances. For example, a PHA may create a policy that uses a three-year phase-in for smaller increases in rent and a five-year phase-in for larger increases in rent. This policy must be in place at conversion and may not be modified after conversion.

The method described below explains the set percentage-based phase-in a Project Owner must follow according to the phase-in period established. For purposes of this section "standard TTP" refers to the TTP

calculated in accordance with regulations at 24 CFR §5.628 and the “most recently paid TTP” refers to the TTP recorded on line 9j of the family’s most recent HUD Form 50058. If a family in a project converting from Public Housing to PBV was paying a flat rent immediately prior to conversion, the PHA should use the flat rent amount to calculate the phase-in amount for Year 1, as illustrated below.

Three Year Phase-in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP or flat rent and the standard TTP
- Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 66% of difference between most recently paid TTP and the standard TTP
- Year 3: Year 3 AR and all subsequent recertifications – Full standard TTP

Five Year Phase in:

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 20% of difference between most recently paid TTP or flat rent and the standard TTP
- Year 2: Year 2 AR and any IR prior to Year 3 AR – 40% of difference between most recently paid TTP and the standard TTP
- Year 3: Year 3 AR and any IR prior to Year 4 AR – 60% of difference between most recently paid TTP and the standard TTP
- Year 4: Year 4 AR and any IR prior to Year 5 AR – 80% of difference between most recently paid TTP and the standard TTP
- Year 5 AR and all subsequent recertifications – Full standard TTP

Please Note: In either the three-year phase-in or the five-year phase-in, once the standard TTP is equal to or less than the previous TTP, the phase-in ends, and tenants will pay full TTP from that point forward.

5. **Family Self Sufficiency (FSS) and Resident Opportunities and Self Sufficiency Service Coordinator (ROSS-SC) programs:** Public Housing residents that are current FSS participants will continue to be eligible for FSS once their housing is converted under RAD, and PHAs will be allowed to use any remaining PH FSS funds, to serve those FSS participants who live in units converted by RAD. Due to the program merger between PH FSS and HCV FSS that took place pursuant to the FY14 Appropriations Act (and was continued in the FY15 Appropriations Act), no special provisions are required to continue serving FSS participants that live in public housing units converting to PBV under RAD.

However, PHAs should note that there are certain FSS requirements (e.g. escrow calculation and escrow forfeitures) that apply differently depending on whether the FSS participant is a participant under the HCV program or a public housing resident, and PHAs must follow such requirements accordingly. All PHAs will be required to administer the FSS program in accordance with FSS regulations at 24 CFR Part 984, the participants’ contracts of participation, and the alternative requirements established in the “Waivers and Alternative Requirements for the FSS Program” Federal Register notice, published on December 29, 2014, at 79 FR 78100. Further, upon conversion to PBV, already escrowed funds for FSS participants shall be transferred into the HCV escrow account and be considered TBRA funds, thus reverting to the HAP account if forfeited by the FSS participant.

For information on FSS PIC reporting requirements for RAD conversions, see Notice PIH 2016-08 at <http://portal.hud.gov/hudportal/documents/huddoc?id=pih2016-08.pdf>.

Current ROSS-SC grantees will be able to finish out their current ROSS-SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future ROSS-SC grants, nor will its residents be eligible to be served by future ROSS-SC grants, which, by statute, can only serve public housing residents.

6. **Resident Participation and Funding:** In accordance with Attachment 1B, residents of covered projects with assistance converted to PBV will have the right to establish and operate a resident organization for the

purpose of addressing issues related to their living environment and be eligible for resident participation funding.

7. **Resident Procedural Rights:** The following items must be incorporated into both the Section 8 Administrative Plan and the Project Owner's lease, which includes the required tenancy addendum, as appropriate. Evidence of such incorporation may be requested by HUD for purposes of monitoring the program.
- i. **Termination Notification:** HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR § 983.257 related to Project Owner termination of tenancy and eviction, the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall be:
 - a. A reasonable period of time, but not to exceed 30 days:
 - 1. If the health or safety of other tenants, Project Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - 2. In the event of any drug-related or violent criminal activity or any felony conviction;
 - b. Not less than 14 days in the case of nonpayment of rent; and
 - c. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.
 - ii. **Grievance Process:** Pursuant to requirements in the RAD statute, HUD is establishing additional resident procedural rights to comply with section 6 of the Act. For issues related to tenancy and termination of assistance, PBV program rules require the Project Owner to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will specify alternative requirements for 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, to require that:
 - a. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi), an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare or status.
 - 1. For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR § 982.555(e)(4)(i).
 - 2. For any additional hearings required under RAD, the Project Owner will perform the hearing.
 - b. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or contract administrator.
 - c. The Project Owner gives residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(a)(1)(i)-(vi).
 - d. The Project Owner provides opportunity for an informal hearing before an eviction.
 - e. Current PBV program rules require that hearing procedures must be outlined in the PHA's Section 8 Administrative Plan.
8. **Earned Income Disregard (EID):** Tenants who are employed and are currently receiving the EID exclusion at the time of the conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR § 5.617. Upon the expiration of the EID for such families, the rent adjustment shall not be subject to rent phase-in, as described in Section 1.6.C.4; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time.

Under the Housing Choice Voucher program, the EID exclusion is limited only to persons with disabilities (24 CFR § 5.617(b)). In order to allow all tenants (including non-disabled persons) who are employed and currently receiving the EID at the time of conversion to continue to benefit from this exclusion in the PBV project, the provision in CFR § 5.617(v) limiting EID to disabled persons is waived. The waiver, and resulting alternative requirement, apply only to tenants that move into the property following conversion or tenants

who at one time received the EID but are not receiving the EID exclusion at the time of conversion due to loss of employment) is covered by this waiver.

9. **Jobs Plus:** Jobs Plus grantees awarded FY14 and future funds that convert the Jobs Plus target project(s) under RAD will be able to finish out their Jobs Plus period of performance at that site unless significant relocation and/or change in building occupancy is planned. If either is planned at the Jobs Plus target project(s), HUD may allow for a modification of the Jobs Plus work plan or may, at the Secretary's discretion, choose to end the Jobs Plus program at that project.
10. **When Total Tenant Payment Exceeds Gross Rent:** Under normal PBV rules, the PHA may select an occupied unit to be included under the PBV HAP Contract only if the unit's occupants are eligible for housing assistance payments (24 CFR § 983.53(c)). Also, a PHA must remove a unit from the contract when no assistance has been paid for 180 days because the family's TTP has risen to a level that is equal to or greater than the contract rent, plus any utility allowance, for the unit (i.e. the Gross Rent) (24 CFR § 983.258). Since the rent limitation under this Section of the Notice may result in a family's TTP equaling or exceeding the gross rent for the unit, for residents living in the Converting Project prior to conversion and who will return to the Covered Project after conversion, HUD is waiving both of these provisions and requiring that the unit for such families be placed on and/or remain under the HAP Contract when TTP equals or exceeds the Gross Rent. Further, HUD is establishing the alternative requirement that until such time that the family's TTP falls below the gross rent, the rent to the owner for the unit will equal the lesser of (a) the family's TTP, less the Utility Allowance, or (b) any applicable maximum rent under LIHTC regulations. When the family's TTP falls below the gross rent, normal PBV rules shall apply. As necessary to implement this alternative provision, HUD is waiving the provisions of Section 8(o)(13)(H) of the Act and the implementing regulations at 24 CFR § 983.301 as modified by Section 1.6.B.5 of this Notice. In such cases, the resident is considered a participant under the program and all of the family obligations and protections under RAD and PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP Contract. The PHA is required to process these individuals through the Form 50058 submodule in PIC.

Following conversion, 24 CFR § 983.53(d) applies, and any new families referred to the RAD PBV project must be initially eligible for a HAP payment at admission to the program, which means their TTP may not exceed the gross rent for the unit at that time. Further, a PHA must remove a unit from the contract when no assistance has been paid for 180 days. If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, HUD is imposing an alternative requirement that the PHA must reinstate the unit after the family has vacated the property. If the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR § 983.207 or where "floating" units have been permitted, Section 1.6.B.10 of this Notice.

11. **Under-Occupied Unit:** If a family is in an under-occupied unit under 24 CFR § 983.260 at the time of conversion, the family may remain in this unit until an appropriate-sized unit becomes available in the Covered Project. When an appropriate-sized unit becomes available in the Covered Project, the family living in the under-occupied unit must move to the appropriate-sized unit within a reasonable period of time, as determined by the administering Voucher Agency. In order to allow the family to remain in the under-occupied unit until an appropriate-sized unit becomes available in the Covered Project, 24 CFR § 983.260 is waived.

Excerpt from PIH Notice 2012-32, REV-3, Section 1.6 D (PBV: Other Miscellaneous Provisions)

1. **Access to Records, Including Requests for Information Related to Evaluation of Demonstration:** PHAs and the Project Owner must cooperate with any reasonable HUD request for data to support program evaluation, including but not limited to project financial statements, operating data, Choice-Mobility utilization, and rehabilitation work.

2. **Additional Monitoring Requirement:** The Owner must submit to the administering PHA and the PHA's Board must approve the operating budget for the Covered Project annually in accordance with HUD requirements.
3. **Davis-Bacon Act and Section 3 of the Housing and Urban Development Act of 1968 (Section 3):** This section has been moved to 1.4.A.13 and 1.4.A.14.
4. **Establishment of Waiting List:** 24 CFR § 983.251 sets out PBV program requirements related to establishing and maintaining a voucher-wide, PBV program-wide or site-based waiting list from which residents for the Covered Project will be admitted. These provisions will apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies. The PHA shall consider the best means to transition applicants from the current public housing waiting list, including:
 - A. Transferring an existing site-based waiting list to a new site-based waiting list.
 - B. Transferring an existing site-based waiting list to a PBV program-wide or HCV program-wide waiting list.
 - C. Transferring an existing community-wide public housing waiting list to a PBV program-wide or HCV program-wide waiting list, an option particularly relevant for PHAs converting their entire portfolio under RAD.
 - D. Informing applicants on a community-wide public housing waiting list how to transfer their application to one or more newly created site-based waiting lists.

For any applicants on the public housing waiting list that are likely to be ineligible for admission to a Covered Project converting to PBV because the household's TTP is likely to exceed the RAD gross rent, the PHA shall consider transferring such household, consistent with program requirements for administration of waiting lists, to the PHA's remaining public housing waiting list(s) or to another voucher waiting list, in addition to transferring such household to the waiting list for the Covered Project.

To the extent any wait list relies on the date and time of application, the applicants shall have priority on the wait list(s) to which their application was transferred in accordance with the date and time of their application to the original waiting list.

If the PHA is transferring assistance to another neighborhood and, as a result of the transfer of the waiting list, the applicant would only be eligible for a unit in a location which is materially different from the location to which the applicant applied, the PHA must notify applicants on the wait-list of the transfer of assistance, and on how they can apply for residence at other sites.

If using a site-based waiting list, PHAs shall establish a waiting list in accordance with 24 CFR § 903.7(v)(2)(ii)-(iv) to ensure that applicants on the PHA's public housing community-wide waiting list have been offered placement on the Covered Project's initial waiting list. In all cases, PHAs have the discretion to determine the most appropriate means of informing applicants on the public housing community-wide waiting list given the number of applicants, PHA resources, and admissions requirements of the projects being converted under RAD. A PHA may consider contacting every applicant on the public housing waiting list via direct mailing; advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (e.g. radio stations, posters, newspapers) within the marketing area; informing local non-profit entities and advocacy groups (e.g. disability rights groups); and conducting other outreach as appropriate. Any activities to contact applicants on the public housing waiting list must be conducted in accordance with the requirements for effective communication with persons with disabilities at 24 CFR § 8.6 and with the obligation to provide meaningful access for persons with limited English proficiency (LEP).

A PHA must maintain any site-based waiting list in accordance with all applicable civil rights and fair housing laws and regulations.

To implement this provision, HUD is specifying alternative requirements for 24 CFR § 983.251(c)(2). However, after the initial waiting list has been established, the PHA shall administer its waiting list for the Covered Project in accordance with 24 CFR § 983.251(c).

5. **Mandatory Insurance Coverage:** The Covered Project shall maintain at all times commercially available property and liability insurance to protect the project from financial loss and, to the extent insurance proceeds permit, promptly restore, reconstruct, and/or repair any damaged or destroyed project property.
6. **Agreement Waiver:** This section has been moved to 1.6.B.8.
7. **Future Refinancing:** Project Owners must receive HUD approval for any refinancing or restructuring of secured debt during the HAP Contract term to ensure the financing is consistent with long-term preservation of the Covered Project. With respect to any financing contemplated at the time of conversion (including any permanent financing which is a conversion or take-out of construction financing), such consent may be evidenced through the RCC.
8. **Administrative Fees for Public Housing Conversions During the Year of Conversion:** For the remainder of the Calendar Year in which the HAP Contract becomes effective (i.e. the “year of conversion”), RAD PBV projects will be funded with public housing funds. For example, if the project’s assistance converts effective July 1, 2015, the public housing ACC between the PHA and HUD will be amended to reflect the number of units under HAP Contract, but will be for zero dollars, and the RAD PBV HAP Contract will be funded with public housing money for July through December 2015. Since TBRA is not the source of funds, PHAs should not report leasing and expenses into VMS during this period, and PHAs will not receive section 8 administrative fee funding for converted units during this time.

PHAs operating HCV program typically receive administrative fees for units under a HAP Contract, consistent with recent appropriation act references to “section 8(q) of the [United States Housing Act of 1937] and related appropriations act provisions in effect immediately before the Quality Housing and Work Responsibility Act of 1998” and 24 CFR § 982.152(b). During the year of conversion mentioned in the preceding paragraph, these provisions are waived. PHAs will not receive Section 8 administrative fees for PBV RAD units during the year of conversion.

After the year of conversion, the Section 8 ACC will be amended to include Section 8 funding that corresponds to the units covered by the Section 8 ACC. At that time, the regular Section 8 administrative fee funding provisions will apply.

9. **Choice-Mobility:** One of the key features of the PBV program is the mobility component, which provides that if the family has elected to terminate the assisted lease at any time after the first year of occupancy in accordance with program requirements, the PHA must offer the family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

If as a result of participation in RAD a significant percentage of the PHA’s HCV program becomes PBV assistance, it is possible for most or all of a PHA’s turnover vouchers to be used to assist those RAD PBV families who wish to exercise mobility. While HUD is committed to ensuring mobility remains a cornerstone of RAD policy, HUD recognizes that it remains important for the PHA to still be able to use tenant-based vouchers to address the specific housing needs and priorities of the community. Therefore, HUD is establishing an alternative requirement for PHAs where, as a result of RAD, the total number of PBV units (including RAD PBV units) under HAP Contract administered by the PHA exceeds 20 percent of the PHA’s authorized units under its HCV ACC with HUD.

The alternative mobility policy provides that an eligible voucher agency would not be required to provide more than three-quarters of its turnover vouchers in any single year to the residents of Covered Projects. While a voucher agency is not required to establish a voucher inventory turnover cap, if such a cap is

	<p>implemented, the voucher agency must create and maintain a waiting list in the order in which the requests from eligible households were received. In order to adopt this provision, this alternative mobility policy must be included in an eligible PHA's administrative plan.</p> <p>To effectuate this provision, HUD is providing an alternative requirement to Section 8(o)(13)(E) of the Act and 24 CFR § 983.261(c). Please note that this alternative requirement does not apply to PBVs entered into outside of the context of RAD.</p> <p>10. Reserve for Replacement: The Project Owner shall establish and maintain a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance and repair and replacement of capital items in accordance with applicable regulations. The reserve must be built up to and maintained at a level determined by HUD to be sufficient to meet projected requirements. For FHA transactions, Replacement Reserves shall be maintained in accordance with the FHA Regulatory Agreement. For all other transactions, Replacement Reserves shall be maintained in a bank account or similar instrument, as approved by HUD, where funds will be held by the Project Owner or mortgagee and may be drawn from the reserve account and used subject to HUD guidelines.</p> <p>Notice H 2014-09/PIH 2014-17 in its entirety is attached to this plan.</p>
B.4	<p>Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.</p> <p>The Ocean City Housing Authority continues to subscribe to the federal VAWA and the Equal Access Rule. The Authority's ACOP is consistent with both regulations. The Authority will attempt to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault or stalking by applying for funding, when available, that will assist all victims of domestic violence.</p>
B.5	<p>Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.</p> <p>A significant amendment or modification includes any policies that are newly adopted or amended by the Board of Commissioners and any change with regard to demolition or disposition, designation or conversion activities. A change in classification or the addition/change in the capital work to be performed in a Capital Fund budget is not considered a significant amendment or substantial deviation/modification.</p> <p>As part of the Rental Assistance Demonstration (RAD), OCHA is redefining the definition of a significant amendment and substantial deviation/modification from the PHA Plan to exclude the following RAD-specific items, not already mentioned above:</p> <ol style="list-style-type: none"> 1. The decision to convert to either Project-Based Rental Assistance or Project-Based Voucher Assistance; 2. Changes to the Capital Fund budget produced as a result of each approved RAD Conversion, regardless of whether the proposed conversion will include the use of additional Capital Funds; 3. Changes to the construction and rehabilitation plan for each approved RAD conversion; and 4. Changes to the financing structure for each approved RAD conversion.
B.6	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the 5-Year PHA Plan?</p> <p>Y N <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
B.7	<p>Certification by State or Local Officials.</p> <p><u>Form HUD 50077-SL</u>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-8000

ASSISTANT SECRETARY FOR HOUSING-
FEDERAL HOUSING COMMISSIONER

Special Attention of:

Public Housing Agencies
Public Housing Hub Office Directors
Public Housing Program Center Directors
Regional Directors
Field Office Directors
RAD Transaction Managers

Notice H 2014-09

PIH 2014-17

Issued: July 14, 2014

This notice remains in effect until amended,
superseded, or rescinded.

Cross Reference: PIH Notice 2012-32 (HA)
REV 1

Subject: Relocation Requirements under the Rental Assistance Demonstration (RAD) Program, Public Housing in the First Component

1. Purpose

This Notice provides public housing agencies (PHAs)¹ and their partners with information and resources on applicable program and relocation assistance requirements when planning for or implementing resident moves as a result of a **Rental Assistance Demonstration (RAD)** conversion² under the first component of the demonstration.³ This Notice provides guidance on RAD relocation requirements and requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA), as they relate to the public housing conversion process under the first component.⁴

¹ This Notice always uses the term “PHA” to refer to the owner of the project prior to and after the RAD conversion, even though, in some cases, the owner of the converted RAD project may be another public entity, a non-profit organization, or other owner (e.g., low-income housing tax credit owner). In addition, this Notice uses “PHA” to refer to the “displacing agency,” a URA term that means the agency or person that carries out a program or project, which will cause a resident to become a displaced person. Projects vary and, for any specific task described in this Notice, may require substituting in a reference to a party that is more appropriate for a specific project.

² The content of this Notice should not be relied upon in carrying out any other activities funded under any other HUD program, except where specifically directed by HUD.

³ The “first component” of RAD allows public housing and Moderate Rehabilitation properties to convert assistance; the “second component” refers to conversion of Rent Supplement, Rental Assistance Payment, and Moderate Rehabilitation properties upon contract expiration or termination.

⁴ Relocation concerns and URA requirements apply to both components of RAD. This notice provides guidance only as to the first component.

Relocation assistance provided pursuant to public housing and RAD requirements is broader than URA relocation assistance requirements. Not all specific situations requiring relocation under RAD may trigger URA assistance requirements. In addition, whereas all qualifying residents⁵ of a converting public housing project are eligible for relocation assistance under RAD, some residents or household members may not meet the statutory and regulatory requirements for eligibility under URA. This Notice supersedes PIH Notice 2012-32 (HA), REV-1, with respect to relocation matters. This Notice also specifically addresses when relocation may begin (see Section 9 below). As necessary, the Department will issue additional guidance on relocation issues and requirements as they relate to RAD.

2. Background

RAD allows public housing properties to convert assistance to long-term project-based Section 8 contracts. In many cases, a RAD project may require relocation of residents when properties undergo repairs, are demolished and rebuilt, or when the assistance is transferred to another site. PIH Notice 2012-32 REV-1 (see also FR Notice 5630-N-05, 78 FR 39759-39763 (July 2, 2013)) details RAD program requirements.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA) is a federal law that establishes minimum standards for federally-funded programs and projects that include the acquisition of real property (real estate) and/or displace persons from their homes, businesses, or farms as a result of acquisition, rehabilitation, or demolition of real property.⁶ The URA will apply to acquisitions of real property and relocation of persons from real property that occurs as a direct result of acquisition, rehabilitation, or demolition for a project that involves conversion of assistance to Project-Based Voucher (PBV) or Project-Based Rental Assistance (PBRA) programs under RAD.

Additionally, all relocation conducted as part of a RAD conversion and all relocation assistance provided under URA must be consistent with applicable fair housing and civil rights laws, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973.

Because each RAD proposal varies in its scope, this Notice may not address each PHA's specific circumstances. RAD PHAs and participants should carefully review the regulations, notices, and guidance material referenced in this Notice. Any questions related to the applicability of these requirements should be referred to the RAD Transaction Managers (TM) or may be emailed to rad@hud.gov.

3. Applicable Legal Authorities

⁵ The term "resident" as used in this Notice refers to eligible resident families of public housing residing in a property applying for participation in RAD or a property that undergoes a conversion of assistance through RAD.

⁶ HUD Handbook 1378 (Tenant Assistance, Relocation, and Real Property Acquisition), available at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/relocation/policyandguidance/handbook1378.

- RAD: Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011), with the implementing PIH Notice 2012-32, REV-1
- URA statute and implementing regulations: 49 CFR part 24
- FHEO: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Fair Housing Act
- Section 104(d) of the Housing and Community Development Act of 1974, statute and implementing regulations (if CDBG and/or HOME funds are used): 24 CFR part 42, subpart C

4. Relocation Planning

If there is a possibility that residents will be relocated as a result of acquisition, demolition, or rehabilitation for a project converting under RAD, PHAs must undertake a planning process in conformance with URA in order to minimize the adverse impact of relocation (49 CFR 24.205(a)).

While a written Relocation Plan is not a requirement under RAD or URA, the Department strongly encourages PHAs to prepare a written Relocation Plan, both to establish their relocation process and to communicate this process consistently and effectively to all relevant stakeholders. Appendix 1 contains recommended elements of a Relocation Plan.

The following presents a general sequencing of relocation planning activities within the RAD milestones:

Stage	Activities
1. Prior to submission of RAD application	<ul style="list-style-type: none"> • Determine potential need for relocation • Meet with residents to discuss plans, communicate right to return, and solicit feedback • Provide <i>General Information Notice</i> (GIN) to residents • Survey residents to prepare Relocation Plan and relocation process cost estimate
2. After receipt of the Commitment to Enter into a HAP Contract (CHAP) Award	<ul style="list-style-type: none"> • Prepare Significant Amendment to PHA Plan • Assess and refine need for relocation • Develop a Relocation Plan (See Appendix 1 for recommended content) • Identify relocation housing options
3. Preparing Financing Plan (due to RAD Transaction Manager no later than 180 days following	<ul style="list-style-type: none"> • Budget for relocation expenses • Submit FHEO Accessibility & Relocation checklist (PHAs may submit Relocation Plan along with checklist)

Stage	Activities
CHAP award)	
4. Receipt of RAD Conversion Commitment (RCC)	<ul style="list-style-type: none"> • The date of issuance of the HUD RCC marks the date of “Initiation of Negotiations” (ION), as defined in the URA (49 CFR 24.2(a)(15)) • Provide residents with appropriate notice informing them if they will be relocated and any associated relocation assistance • Meet with residents to describe approved conversion plans and discuss required relocation
5. Closing/RAD conversion	<ul style="list-style-type: none"> • Generally, resident relocation should not begin until after the date of closing/conversion of assistance under RAD • PHAs must adhere to notification requirements (described in Paragraph 8 of this Notice): generally, a minimum of 30 days for residents to be temporarily relocated for up to a year, and 90 days for permanent relocation • PHAs seeking to move residents prior to closing must receive prior approval from HUD as described in Paragraph 9 of this Notice

5. Resident Right to Return

RAD program rules prohibit the permanent involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed and is in decent, safe, and sanitary conditions.⁷ The period during which residents may need to be temporarily relocated is determined by the period of rehabilitation or construction, which will be specific to each project.

If proposed plans for a project would preclude a resident from returning to the RAD project, the resident must be given an opportunity to comment and/or object to such plans. If the resident objects to such plans, the PHA must alter the project plans to accommodate the resident in the converted project. If a resident agrees to such plans, the PHA must secure informed, written consent from the resident to receive permanent relocation assistance and payments consistent with URA and acknowledge that acceptance of such assistance terminates the resident’s right to return to the project. In obtaining this consent, PHAs must inform residents of their right to return, potential relocation, and temporary and permanent housing options at least 30 days before residents must make a decision. The PHA cannot employ any tactics to pressure residents into

⁷ Where the transfer of assistance to a new site is approved, residents of the converting project will have the right to reside in an assisted unit at the new site once rehabilitation or new construction is complete.

relinquishing their right to return or accepting permanent relocation assistance and payments.⁸ A PHA may not terminate a resident's lease if it fails to obtain this consent.

PHAs must keep documentation of such information provided to residents and such consent by residents. While HUD does not require PHAs to submit documentation of obtaining this consent, PHAs and participants must properly brief residents on their housing and relocation options and must keep auditable written records of such consultation and decisions. HUD may request this documentation during a review of the FHEO Relocation and Accessibility Checklist or if relocation concerns arise.

Examples of project plans that may preclude a resident from returning to the converted RAD project include, but are not limited to:

- Changes in bedroom distribution (i.e. when larger units will be replaced with smaller units such that current residents would become under-housed or when smaller units will be replaced with larger units such that current residents would become over-housed);
- Where a PHA is reducing the number of assisted units at a property by a de minimis amount⁹, but those units are occupied by assisted residents; or
- The reconfiguration of efficiency apartments, or the repurposing of dwelling units in order to facilitate social service delivery.

In all scenarios where residents voluntarily accept permanent relocation to accommodate project plans, these residents are eligible for permanent relocation assistance and payments under URA. If a resident accepts permanent relocation assistance, the resident surrenders his or her right to return to the completed project.

6. Relocation Assistance

Under RAD, relocation assistance may vary depending on the length of time relocation is required.¹⁰

- a. In instances when the PHA anticipates that a resident will be relocated for more than a year, the PHA must offer the resident the choice of:
 - Permanent relocation assistance and payments at URA levels; or
 - Temporary relocation assistance, including temporary housing, while the resident retains his or her right to return and reimbursement for all reasonable out-of-pocket expenses associated with the temporary relocation.

⁸ Persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units. Their accessibility needs must be accommodated.

⁹ A reduction in total number of assisted units at RAD project of 5% or less. (Section 1.5.B of PIH 2012-32 REV-1)

¹⁰ Some residents may not qualify for relocation assistance under URA. A nonexclusive listing of persons who do not qualify as displaced persons under URA is at 49 CFR 24.2(a)(9)(ii). See also, Paragraph 1-4(J) of HUD Handbook 1378.

The PHA must give the resident no less than 30 days to decide between permanent and temporary relocation assistance. If the resident elects to permanently relocate with assistance at URA levels, the PHA must inform the resident that his or her acceptance of permanent relocation assistance terminates the resident's right to return to the completed RAD project.

- b. In instances when a resident elects temporary relocation assistance and reoccupies a unit in the completed project within one year, the resident need not be offered permanent relocation assistance pursuant to URA.

Great care must be exercised to ensure that residents are treated fairly and equitably. If a resident is required to relocate temporarily in connection with the project, his or her temporarily occupied housing must be decent, safe, and sanitary and the resident must be reimbursed for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation. These expenses include, but are not limited to, moving expenses and increased housing costs during the temporary relocation.

- c. In the event that a resident elects to receive temporary relocation assistance and the temporary relocation exceeds one year, the resident becomes eligible for all permanent relocation assistance and payments under URA. (This assistance would be in addition to any assistance the person has already received for temporary relocation, and may not be reduced by the amount of any temporary relocation assistance.) In such event, the PHA shall give the resident the opportunity to choose to remain temporarily relocated for an agreed-to period (based on new information about when they can return to the completed RAD unit), or choose to permanently relocate with URA assistance.

PHAs may not propose or request that a displaced person waive rights or entitlements to relocation assistance under the URA. If the resident elects to permanently relocate with URA assistance, the PHA must inform the person that the person's acceptance of URA relocation assistance to permanently relocate will terminate the person's right to return to the completed RAD project. Conversely, unless and until the resident elects to be permanently relocated, the resident may remain temporarily relocated with a right to return to the completed project.

7. Initiation of Negotiations (ION) Date

Eligibility for URA relocation assistance is generally effective on the date of initiation of negotiations (ION) (49 CFR 24.2(a)(15)). For RAD projects, the ION date is the date of the issuance of the RAD Conversion Commitment (RCC).

8. Resident Notification

When a project converting under RAD will include relocation of residents, notice must be provided to those resident households. For each notice listed below, one notice shall be given to each resident household. The purpose of these notifications is to ensure that residents are

informed of their potential rights and the relocation assistance available to them. During initial meetings with residents about RAD and in subsequent communications with residents related to relocation, the PHA should inform residents that if they choose to move after receiving a written GIN, but prior to receiving a RAD Notice of Relocation, they may jeopardize their eligibility for relocation assistance. However, PHAs should note that a resident move undertaken as a direct result of the project may still require relocation assistance and the resident may be eligible to receive permanent relocation assistance under the URA even though the PHA has not yet issued notices,

a. *General Information Notice* (49 CFR 24.203(a) & Handbook 1378, Paragraph 2-3(B))

As soon as feasible in the planning process, the PHA must provide each resident with a written GIN (see sample in Appendix 2) to provide a general description of the project, the activities planned, and the relocation assistance that may become available. URA regulations state that the GIN should be provided *as soon as feasible*. Under RAD, PHAs must provide GINs during the initial RAD resident meetings, before submitting a RAD application. GINs must do at least the following:

- Inform the resident that he or she may be displaced for the project and generally describe the relocation payment(s) for which the resident may be eligible, the basic conditions of eligibility, and the procedures for obtaining the payment(s);
- Inform the resident that he or she will be given reasonable relocation advisory services, including referrals to replacement properties, help in filing payment claims, and other necessary assistance to help the resident successfully relocate;
- Inform the resident that, if he or she qualifies for relocation assistance as a displaced person under the URA, he or she will not be required to move without at least 90 days advance written notice, and inform any person to be displaced from a dwelling that he or she cannot be required to move permanently unless at least one comparable replacement dwelling has been made available;
- Inform the resident that any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child (see 49 CFR 24.208(h) for additional information); and
- Describe the resident's right to appeal the PHA's determination as to a person's eligibility for URA assistance.

b. *RAD Notice of Relocation*

If a resident will be relocated to facilitate the RAD conversion, the PHA shall provide notice of such relocation (RAD Notice of Relocation). The PHA shall issue this notice upon the PHA's receipt of the RCC from HUD, which is the ION date.

If residents will not be relocated, notice of relocation is not required, but the PHA should

notify them that they are not being relocated.¹¹

The RAD Notice of Relocation must conform to the following requirements:

- The notice must state the anticipated duration of the resident's relocation.
- PHAs must provide this notice a minimum of 30 days prior to relocation to residents who will be temporarily relocated.¹² Longer notice may be appropriate for persons who will be relocated for an extended period of time (over 6 months), or if necessary due to personal needs or circumstances.
- Residents whose temporary relocation is anticipated to exceed one year must be informed that they will have no less than 30 days to elect temporary or permanent relocation as described in Section 6 of this Notice. When timing is critical for project completion, the 30-day decision period can run concurrently with the 30-day notice period for temporary relocation and with the 90-day period for permanent relocation if the PHA makes available comparable replacement dwellings consistent with 24.204(a).
- Residents who will be permanently relocated must receive written notice a minimum of 90 days prior to relocation. This 90-day time period may only begin once the PHA has made available at least one comparable replacement dwelling consistent with 49 CFR 24.204(a).¹³
- The notice must describe the available relocation assistance, the estimated amount of assistance based on the individual circumstances and needs, and the procedures for obtaining the assistance. The notice must be specific to the resident and his or her situation so that the resident will have a clear understanding of the type and amount of payments and/or other assistance the resident household may be entitled to claim.
- The notice must explain the reasonable terms and conditions under which the resident may continue to lease and occupy a unit in the completed project.
- The notice must state that the PHA will reimburse the resident for all reasonable out-of-pocket expenses incurred in connection with any temporary move. These expenses include, but are not limited to, moving expenses and increased housing costs (rent, utilities, etc.).

c. Notice of Intent to Acquire (49 CFR 24.203(d))

¹¹ HUD policy generally requires a "notice of non-displacement" in certain instances; the RAD program does not require this notice. Although the scope of this notice is limited to guidance for projects requiring relocation, PHAs should note, however, that there may be notification requirements for projects that do not involve relocation. The RAD conversion will terminate the resident's public housing lease and commence a PBV or PBRA lease, even when there is no relocation required. In such instances, state law may impose certain notification requirements. In addition, public housing regulations generally require 30 days' notice prior to lease termination. PHAs are encouraged to review public housing requirements set forth in 24 CFR parts 5 and 966.

¹² HUD may approve shorter notice periods based on an urgent need due to danger, health, or safety issues or if the person will be temporarily relocated for only a short period.

¹³ PHAs should note that URA regulations also require, where possible, that three or more comparable replacement dwellings be made available before a resident is required to move from his or her unit.

For RAD projects involving acquisition, residents may be provided with a notice of intent to acquire (“*Notice of Intent to Acquire*”) prior to the ION date with HUD’s prior approval. Once the Notice of Intent to Acquire is provided, a resident’s eligibility for relocation assistance and payments is established. Therefore, the RAD Notice of Relocation must be provided in conjunction with or after the Notice of Intent to Acquire. A RAD Notice of Relocation would not otherwise be sent prior to the ION date.

Since residents who accept permanent relocation must receive 90 days advanced written notice prior to being required to move, providing residents the Notice of Intent to Acquire and RAD Notice of Relocation prior to the ION date may be necessary to provide sufficient notice of relocation to a resident in instances where there may not be 90 days between the issuance of the RCC (ION date) and the anticipated closing date. This allows the PHA to issue the notice earlier so that relocation may begin upon closing. This allows program participants to conduct orderly relocation upon closing, minimize adverse impacts on displaced persons, and to expedite project advancement and completion.¹⁴

- d. *URA Notice of Relocation Eligibility – for residents whose temporary relocation exceeds one year* (49 CFR 24.203(b) & Handbook 1378, Paragraph 2-3(C))

After a resident has been temporarily relocated for one year, the PHA must provide a notice of relocation eligibility in accordance with URA requirements (“*Notice of Relocation Eligibility*”). This notice is not required if the resident has already accepted permanent relocation assistance.

The Notice of Relocation Eligibility must conform to URA requirements as set forth in 49 CFR Part 24, to HUD Handbook 1378 and to the following requirements:

- The PHA must provide updated information as to when it is anticipated that the resident will be able to return to the completed project.
- The resident may choose to remain temporarily relocated based upon such updated information or may choose to accept permanent URA relocation assistance in lieu of exercising the right to return.
- If the resident chooses to accept permanent URA relocation assistance and such assistance requires that the resident move, the URA requires such resident to receive 90 days advance written notice of the earliest date they will be required to move (i.e., 90-Day Notice, 49 CFR 24.203(c)). The PHA should be mindful that the 90-day time period may only begin once the PHA has made available at least one “comparable replacement dwellings” as set forth in 49 CFR 24.204(a).

9. Initiation of Relocation

¹⁴ PHAs and program participants should note that, in most instances, it will be most appropriate for the acquiring entity to send this notice.

Unless otherwise approved by HUD, relocation may not begin until the date of closing of the RAD transaction and recordation of the RAD Use Agreement. PHAs must provide residents being temporarily relocated at least 30 days advance written notice of the required move. PHAs must give residents being permanently relocated at least 90 days advance written notice of the required move. This means PHAs are advised to plan carefully to account for this 30-day or 90-day notice period to ensure the closing is not delayed.

However, HUD is aware that, in rare cases, some project plans necessitate relocation prior to closing. With prior HUD approval, for projects involving acquisition, PHAs may relocate residents prior to the closing date subject to public housing requirements (see 24 CFR part 5 and 24 CFR 966). PHAs must contact their assigned RAD transaction manager (TM) to discuss plans as early as possible in the process to ensure compliance with all RAD and URA requirements.

If relocation prior to closing is desired, PHAs should submit to the TM the following information, as early as possible in the process:

- A written request for relocation prior to closing. The request must include justification of why the early relocation is necessary for the viability of the RAD transaction. Justification may include the presence of outside financing, such as Low Income Housing Tax Credit (LIHTC) awards, if the PHA can show that early relocation is necessary to meet critical LIHTC deadlines.
- FHEO Accessibility and Relocation Checklist.
- Evidence of intent to comply with public housing requirements, as applicable. Generally, public housing regulations require public housing residents to receive 30 days' notice prior to relocation and that such notice either be published in the PHA's admissions and continued occupancy policies (ACOP) or published elsewhere at least 30 days prior to receipt of such notice (24 CFR parts 5 and 966).

When seeking to relocate residents prior to closing, submission of this request as early as possible is preferred, prior to the 180-day Financing Plan milestone if possible (with Financing Plan submission following the request).

HUD reserves the right to request additional follow-up information, including a Relocation Plan and related budget, prior to approving such requests. PHAs must receive written HUD approval before beginning relocation of residents prior to closing.

Early planning and submission of the Financing Plan and FHEO checklist to HUD will ensure the PHA has built in the 30- or 90-day notice period prior to initiating relocation.

10. Fair Housing and Civil Rights Requirements

PHAs must comply with all applicable fair housing and civil rights laws, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance. Further, communication must be provided in a manner that is effective for persons

with disabilities (24 CFR 8.6) and for person who are Limited English Proficient (see 72 FR 2732). This section discusses some of the PHA's obligations under these laws and regulations. However, the applicability of civil rights laws is not limited to the activities discussed in this section. PHAs conducting relocation activities should familiarize themselves with applicable civil rights statutes, regulations, and guidance, including but not limited to, those listed at the end of this section.

- **Effective Communication for Persons with Disabilities:** Communications and materials must be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 (24 CFR 8.6), and as applicable, the Americans with Disabilities Act; and for persons who are limited English proficient (*see* 72 Fed Reg 2732). This includes ensuring that training materials are in appropriate alternative formats as needed, e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters.
- **Accessible Meeting Facilities for Persons with Disabilities:** When holding public meetings, PHAs must give priority to methods that provide physical access to individuals with disabilities, i.e., holding the meetings, workshops, and briefings or any other type of meeting in an accessible location, in accordance with the regulations implementing Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the Americans with Disabilities Act of 1990, as applicable. All programs and activities must be held in accessible locations unless doing so would result in an undue financial and administrative burden, in which case the PHA must take any action that would not result in such an alteration or such burden but would nevertheless ensure that individuals with disabilities receive the benefits and services of the program or activity, e.g., briefings at an alternate accessible, in-home briefing. Individuals with disabilities must receive services in the most integrated setting appropriate to their needs. The most integrated setting appropriate to the needs of qualified individuals with disabilities is a setting that enables individuals with disabilities to interact with nondisabled person to the fullest extent possible (28 CFR part 35, appendix B).
- **Meaningful Access for Persons with Limited English Proficiency (LEP):** PHAs must provide meaningful access to programs and activities for persons who have a limited ability to read, speak, or understand English. Any person with LEP who will be temporarily relocated or permanently displaced must have meaningful access to any public meetings regarding the project. In addition, any information provided to residents including, but not limited to, any notices required under the URA, should be provided in the appropriate language to persons with LEP. Generally, PHAs will be responsible for providing oral interpreters at meetings, including ensuring their competence, and covering any associated translation and interpretation costs.
- **URA requires that PHAs provide persons who are unable to read or understand the notices,** such as persons with disabilities or persons with LEP, with appropriate translation and counseling to ensure that they understand their rights and responsibilities and the assistance available to them (49 CFR 24.5). URA also requires that each notice indicate the name and telephone number of a person to contact with questions or for other

needed help (49 CFR 24.5). This notice should include the number for the telecommunication device for the deaf (TDD) or other appropriate communication device, if applicable (24 CFR 8.6(a)(2)).

- **Comparable Housing for Persons with Disabilities:** PHAs should identify the accessibility needs of residents to be relocated by consulting existing information (e.g., tenant characteristics forms, including identification of the need for accessible unit features; records of approved reasonable accommodations, and records of the presence of accessible unit features). For guidance on providing relocation assistance to persons with disabilities, see Exhibit 3-1 in HUD Handbook 1378.
- **Advisory Services:** PHAs should determine the advisory services that will be necessary to ensure a successful relocation program consistent with 49 CFR 24.205(c). Such advisory services may include housing counseling that should be facilitated to ensure that residents affected by the project understand their rights and responsibilities and the assistance available to them (49 CFR 24.205(c)). Advisory counseling must also inform residents of their fair housing rights and be carried out in a manner that satisfies the requirements of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and Executive Order 11063 (49 CFR 24.205(c)(1)). In addition, PHAs should inform residents that if they believe they have experienced unlawful discrimination, they may contact HUD at 1-800669-9777 (Voice) or 1-800-927-9275 (TDD) or at <http://www.hud.gov>.

Fair Housing References:

- Section 504 of the Rehabilitation Act of 1973
 - Regulations: 24 CFR part 8
 - Fair Housing Act Regulations: 24 CFR part 100
 - Title VI of the Civil Rights Act of 1964
 - Regulations: 24 CFR part 1
 - Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (LEP Guidance) (72 FR 2732)
 - Exhibit 3-1 Compliance with Section 504 of the Rehabilitation Act in HUD Handbook 1378 (Tenant Assistance Relocation and Real Property Acquisition)
-

11. Other Requirements

a. Public Housing Program Compliance

PHAs should note that public housing resident provisions related to occupancy and termination, including grievances and related hearings, will remain in effect until the execution of the new PBV or PBRA Housing Assistance Payment (HAP) contract.

b. Evictions for Cause

If the PHA determines that a resident was evicted in accordance with applicable state and local law for serious or repeated violation of material terms of the lease, and the eviction was not undertaken for the purpose of evading the obligation to make available URA payments and other assistance, the resident is not entitled to relocation payments and assistance under the URA (49 CFR 24.206).

Jemine A. Bryon
General Deputy Assistant Secretary
for Public and Indian Housing

Carol J. Galante, Assistant Secretary for
Housing-Federal Housing Commissioner

APPENDICES

Appendix 1

Recommended Relocation Plan Contents

Appendix 2

Sample RAD General Information Notice (GIN)

Appendix 3

Sample RAD Notice of Relocation (for relocation anticipated for a year or less)

Appendix 4

Sample RAD Notice of Relocation (for relocation anticipated for more than a year)

Appendix 5

Sample Notice of Eligibility for URA Relocation Assistance (for residents who have been temporarily relocated for more than a year)

Appendix 1: RECOMMENDED RELOCATION PLAN CONTENTS

While written Relocation Plans are not required under RAD or URA, the Department strongly encourages PHAs to document their relocation planning process and procedures in a written Relocation Plan. The following provides suggested content for Relocation Plans.

I. Project Summary

The Relocation Plan should provide a general description of and purpose for the project (e.g., year built, location, number of units, configuration, occupancy information, and funding sources).

The basic components of a plan include:

- A general description of the project and the site, including acquisition, demolition, rehabilitation, and construction activities and funding sources;
- A detailed discussion of the specific steps to be taken to minimize the adverse impacts of relocation, including when transferring the assistance to a new site;
- Information on occupancy (including the number of residents, residential owner-occupants and non-residential occupants, if any, to be permanently or temporarily relocated);
- Information on relocation needs and costs (including the number of residents who plan to relocate with Section 8 assistance);
- General moving assistance information;
- Temporary move assistance (including information on the duration of temporary moves);
- Permanent move assistance; and
- Appeals process.

II. Resident Return and Re-occupancy Policies

For residents that will be temporarily relocated, the plan should include the criteria that will be used to determine the priority for residents to re-occupy units at the project after rehabilitation, demolition, and/or construction is completed. For example, if units will come online in stages, the plan should outline how the PHA will determine when each resident will return to the project. PHAs should ensure that any written return or re-occupancy policy is compliant with related RAD requirements, such as the right-to-return policy and the “no re-screening upon conversion” policy, as described in the RAD Notice.

III. Summary of Moving Costs

The plan should include a summary of moving costs, identified by move types, including the following:

Temporary Moves

- Number of and cost amount for two-way moves (i.e., a move to another unit and then a return move) within the same building/complex.
- Number of and cost amount for two-way moves to a unit not in the same building/complex, carried out by the PHA.
- Number of and cost amount for two-way moves to a unit not in the same building/complex not carried out by the PHA.

Permanent Moves

- Number of and cost amount for one-time moves into another unit in the same building/complex.¹⁵
- Number of and cost amount for one permanent move to a unit not within the same building/complex, carried out by the PHA.
PHAs should note that if a residential move is carried out by the PHA at no cost to the resident, this per-household estimate must include the required dislocation allowance (currently \$100). The URA Fixed Residential Moving Cost Schedule lists the most current dislocation allowance:
http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm
- Number of and cost amount for one permanent move to a unit not within the same building/complex that is not carried out by the PHA.

IV. Temporary Relocation Assistance

The PHA will assist residents who are required to move temporarily. At the Initiation of Negotiations (ION), the PHA will send a RAD Notice of Relocation to residents who will be relocated. Appendices 3 and 4 of this Notice contain sample RAD Notices of Relocation to be provided to residents that will be temporarily relocated.

The plan should detail the temporary relocation assistance the PHA will provide for residents (Paragraph 2-7 of HUD Handbook 1378). This assistance includes:

- Temporary Housing - The PHA will provide temporary housing that is decent, safe, and sanitary on a nondiscriminatory basis for residents who are relocated temporarily. The PHA will also pay for reasonable increased housing costs that the resident incurs in connection with the temporary relocation.

NOTE: If a resident's relocation exceeds one year, the PHA must then issue a *Notice of Relocation Eligibility* (49 CFR 24.203(b)) to the resident and offer the resident permanent

¹⁵ A resident who moved to another unit in the same building/complex may be considered a displaced person under URA if the resident moves from the building/complex permanently and was not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move within the same building/complex and/or if other conditions of the move within the building/complex were not reasonable.

relocation assistance and payments at URA levels. The PHA must provide this notice to affected residents as soon as the temporary relocation exceeds one year.

- **Packing and Moving Assistance** - Since most residents prefer to pack their own personal possessions and items of value, they should be provided packing instructions, boxes, markers, and tape for the move. If assistance in packing is needed, the PHA should provide the resident with information on how to request this assistance. The PHA is responsible for covering all reasonable moving expenses incurred in connection with temporarily relocating a resident. The PHA may reimburse the resident's out-of-pocket moving expenses and/or directly carry out the move.
- **Payment for Temporary Relocation Moving Expenses** - The plan should also indicate how the PHA intends to provide or reimburse for moving services and expenses. The PHA can choose to do one or more of the following:
 - Undertake the moves itself, using force account labor or a moving company; –
 - Use PHA's contractor or moving company;
 - Carry out moves with employees of the PHA;
 - Reimburse residents for all actual and reasonable moving costs.

NOTE: The PHA will not make fixed payments since such payments may not be representative of actual reasonable costs incurred. However, in order for a resident to be sure of full reimbursement, the resident should submit a moving cost estimate to the PHA for approval prior to the move unless the PHA is directly carrying out the move and the resident will not incur any reasonable out-of-pocket moving expenses. Failure to do so may result in the resident not being fully reimbursed.

- **Utility Costs** - The PHA is responsible for covering the expenses relating to disconnection and reconnection of necessary utilities. If the resident has telephone, cable service or Internet access, the PHA is responsible for covering the expenses involved in transferring existing service. The PHA may also pay utility deposits, if required at the temporary relocation housing (HUD Handbook 1378, paragraph 2-7(A)(3)). If a resident is temporarily relocating from a public housing unit to a non-public housing unit, the resident must be reimbursed for reasonable increases in utility costs even if the PHA utility allowance is lower than the actual costs to the resident.

V. Permanent Relocation Assistance

Based on the local housing resources available, the PHA should identify the replacement housing options that will be available to meet the housing needs of residents to be permanently relocated. Replacement housing options for residents that meet the definition of a "displaced person" (49 CFR 24.2(a)(9)) under the URA include, but are not limited to:

- Other Public Housing;
- Section 8 Project-Based Voucher unit;
- Section 8 Housing Choice Voucher unit;
- Homeownership housing;

- Private-market rental housing (affordable, non-subsidized).¹⁶

The plan should describe each type of replacement housing projected to be available, including:

1. Number of units, by bedroom size, expected to be available, and discussion of whether available units will meet dwelling requirements of relocated residents;
2. General area or location of unit(s);
3. Criteria for receiving relocation assistance; and
4. Any other information that might benefit residents in their consideration of housing choices.

The plan should include a description of the permanent relocation assistance the PHA will provide to residents. This assistance includes:

- Availability of Comparable Replacement Housing – Under URA, no displaced resident will be required to move unless at least one comparable replacement dwelling (49 CFR 24.2(a)(6)) is made available at least 90 days before the required move (49 CFR 24.203(c)). Comparable replacement dwellings must contain the accessibility features needed by displaced persons with disabilities (49 CFR 24.2(a)(8)(vii); 49 CFR part 24, Appendix A, §24.2(a)(8)(vii)). If the comparable replacement dwelling is not subsidized housing, the PHA should contact the RAD staff for advice on replacement housing payment requirements.
- Referral to Housing Not Located in an Area of Minority Concentration - Whenever possible, minority persons shall be given reasonable opportunities to relocate to decent, safe, and sanitary replacement dwellings that are within their financial means and not located in areas of minority concentration (49 CFR 24.205(c)(2)(ii)(D)). However, this policy does not require a PHA to provide a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling unit.
- Permanent Relocation Moving Expenses from Public Housing to Public Housing - The PHA may choose one of the following options for covering the expenses involved in moving public housing residents that are relocated into other public housing:
 - Undertake the move itself, using force account labor or a moving company. Residents should incur no moving costs under this option, but if such expenses are incurred, the PHA is responsible for reimbursing the resident for any such actual and reasonable expenses. In such case, the resident is also entitled to a dislocation allowance (currently \$100). The URA Fixed Residential Moving Cost Schedule lists the current dislocation allowance and is available at:
[http://www.fhwa.dot.gov/real estate/practitioners/uniform act/relocation/moving cost schedule.cfm](http://www.fhwa.dot.gov/real%20estate/practitioners/uniform%20act/relocation/moving%20cost%20schedule.cfm)

¹⁶ Every effort should be made to find another subsidized unit as replacement housing for a resident relocating from subsidized housing so that the resident will continue receiving the housing subsidy as long as it is needed.

NOTE: Residents who prefer to pack their own personal possessions and items of value may be provided packing instructions, boxes, markers, and tape for their move. If a resident needs assistance in packing, they should contact the PHA. It is the responsibility of the PHA to pack and move all of their belongings and household goods, if so desired.

☐ Allow the resident to elect one of the following choices:

1) The PHA will reimburse the resident for the cost of all actual reasonable and necessary moving and related expenses (49 CFR 24.301), such as:

- Transportation of the resident and personal property. This may include reimbursement at the current mileage rate for personally owned vehicles that need to be moved. Transportation costs for a distance beyond 50 miles are not eligible, unless the PHA determines that relocation beyond 50 miles is justified.
- Packing, crating, uncrating, and unpacking of personal property.
- Storage of personal property for a period not to exceed 12 months, unless the PHA determines that a longer period is necessary.
- Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property.
- Insurance for the replacement value of the property in connection with the move and necessary storage.
- The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.

2) The PHA will pay directly to the resident the applicable and current fixed moving cost payment according to the URA Fixed Residential Moving Cost Schedule (49 CFR 24.302), available at:

http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm

☐ Permanent Relocation Moving Expenses for All Other Moves – Under URA, residents who are permanently displaced, except for those residents displaced from public housing and moving to other public housing, are entitled to the assistance described in the brochure *Relocation Assistance To Residents Displaced From Their Homes*, available in English at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_16280.doc and in Spanish at http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_16281.doc. Residents may choose moving assistance from one of the following two options.

- 1) The PHA will reimburse the resident for the cost of all actual reasonable moving and related expenses (49 CFR 24.301).
- 2) The PHA will pay directly to the resident the applicable and current fixed moving cost payment according to the URA Fixed Residential Moving Cost Schedule (49

CFR 24.302), available at:

[http://www.fhwa.dot.gov/real estate/practitioners/uniform act/relocation/moving cost schedule.cfm](http://www.fhwa.dot.gov/real%20estate/practitioners/uniform%20act/relocation/moving%20cost%20schedule.cfm).

- Replacement Housing Payment - In addition to covering moving expenses, displaced residents may be entitled to a replacement housing payment (RHP). This payment is intended to cover the increase, if any, in monthly housing costs for a 42-month period.

When calculating the RHP, the PHA must consider the comparable replacement housing unit offered to the resident. Since the PHA is not required to pay an RHP amount that exceeds the amount of RHP calculated for the offered comparable replacement dwelling, residents are cautioned to work closely with the PHA prior to their move.

- Accessible Housing for Persons with Disabilities - Under the URA, persons with disabilities who will be permanently displaced must be relocated to a replacement dwelling that contains the accessibility features they need (49 CFR 24.2(a)(8)(vii); 49 CFR Appendix A, 24.2(a)(8)(vii)). A person with disabilities who has been relocated must be offered a comparable replacement dwelling unit that contains accessible features comparable to the housing from which the tenant has been displaced or relocated. This is so even if the tenant has paid for the acquisition and/or installation of accessible features in the housing from which he or she has been relocated; in such instances, the recipient must ensure that the replacement housing contains comparable accessible features or provide relocation assistance to the tenant in an amount that covers the cost of acquiring and/or installing comparable accessible features. Under the URA, an agency may use project funds to remove architectural barriers for displaced owners and tenants with disabilities or take other last resort housing measures if comparable replacement dwelling units are not available within the monetary limits prescribed under the URA regulations (49 CFR 24.404(c)(vii); HUD Handbook 1378, Paragraph 3-8).

VI. Relocation Budget

Based on the results of the planning process, the PHA should create a relocation budget that includes the following six components:

- 1) The cost of administering the plan and providing assistance and counseling.
- 2) Reasonable moving expenses for a person with disabilities, which may include the cost of moving assistive equipment that is the personal property of the residents, the furnishings and personal belonging of a live-in aide, and/or other reasonable accommodations (HUD Handbook 1378, Paragraph 3-2).
- 3) The cost of the physical move of the residents' belongings. (It is suggested that the move costs be broken down by average cost per move type multiplied by the number of moves.)

NOTE: This physical move cost total should be based on the move scenarios anticipated

or projected by the resident survey.

- 4) The cost estimated to pay for projected increases in monthly housing costs for temporary relocation.
- 5) The cost estimated to pay for the replacement housing payment (RHP) (42-month period for URA or 60-month period if section 104(d) applies).
- 6) Contingency costs estimated for carrying out the relocation process necessary to complete the proposed project. (The PHA should state where these costs are indicated in the application, or attach any other information required by HUD, to support these costs.)

VII. Appeal Process

If a resident disagrees with the PHA's decision as to the resident's eligibility to receive relocation assistance, the amount of a relocation payment, or the adequacy of a comparable replacement dwelling offered to a resident, the resident may file a written appeal to the PHA. The Relocation Plan should describe the specific appeal procedures to be followed consistent with 49 CFR 24.10 (and 24 CFR 42.390 if section 104(d) is involved). At a minimum, the resident will have 60 days to file an appeal with the PHA after receiving written notification of a claim or ineligibility determination.

VIII. Certification

The plan should contain a certification of compliance with the URA and, if applicable, section 104(d).

Technical Assistance

The PHA should direct questions on this Notice's relocation assistance requirements to their RAD Transaction Manager or [email rad@hud.gov](mailto:rad@hud.gov).

Appendix 2: SAMPLE RAD GENERAL INFORMATION NOTICE (GIN)

PHA LETTERHEAD

RENTAL ASSISTANCE DEMONSTRATION (RAD) GENERAL INFORMATION NOTICE (GIN)

[Date]

Dear [Resident Name],

The property you currently occupy is being proposed for participation in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. At this time, we expect that [the proposed acquisition, rehabilitation or demolition, may require you to be relocated (temporarily or permanently) from your unit]. We will provide further details to you as plans develop. **This notice does not mean that you need to leave the property at this time. This is not a notice of eligibility for relocation assistance.** The remainder of this letter only applies to situations where you will need to be relocated from your unit.

This notice serves to inform you of your potential rights under the RAD program and a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). If the proposed RAD project receives HUD approval and if you are displaced permanently as a result, you may become eligible for relocation assistance and payments under the URA, including:

- 1) Relocation advisory services that include referrals to replacement properties, help in filing payment claims and other necessary assistance to help you successfully relocate;
- 2) At least 90 days' advance written notice of the date you will be required to move;
- 3) Payment for moving expenses; and
- 4) Payments to enable you to rent a similar replacement home.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an immigrant lawfully present in the United States.

As a resident of a property participating in RAD, you have the right to return to the project after the project is complete. You will be able to lease and occupy a unit in the converted project when rehabilitation is complete.

If you are permanently displaced from your home, you will not be required to move until you are given at least 90-day advance written notice of any required move and at least one comparable replacement dwelling has been made available to you. If you are temporarily relocated and your temporary relocation lasts more than one year, you will be contacted and offered permanent relocation assistance as a displaced person under the URA. This assistance would be in addition

to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance you have already received.

If you are required to relocate from the property in the future, you will be informed in writing. [PHA] will inform you of what assistance and payments you are eligible for if you will be relocated because of RAD and how you will receive these payments. If you become a displaced person, you will be provided reasonable assistance necessary to complete and file any required claim to receive a relocation payment. If you feel that your eligibility for assistance is not properly considered, you will also have the right to appeal a determination on your eligibility for relocation assistance.

You should continue to pay your rent and meet any other requirements specified in your lease. If you fail to do so, [PHA] may have cause for your eviction. If you choose to move, or if you are evicted, prior to receiving a formal notice of relocation eligibility, you may become ineligible to receive relocation assistance. It is very important for you to contact us before making any moving plans.

You will be contacted soon so that we can provide you with more information about the proposed project. If the project is approved, we will make every effort to accommodate your needs. In the meantime, if you have any questions about our plans, please contact: [Name, Title, Address, Phone, Email Address]. This letter is important to you and should be retained.

Sincerely,

[Name]

[Title]

NOTES:

1. Files must indicate how this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378)
2. This is a sample GIN. PHAs should revise it to reflect project-specific circumstances.
3. PHAs may provide residents with HUD brochure "Relocation Assistance To Residents Displaced From Their Homes" available at:
<http://www.hud.gov/offices/cpd/library/relocation/publications/1042.pdf>.

Appendix 3: SAMPLE RAD NOTICE OF RELOCATION (For relocation anticipated for a year or less)

***THIS IS A GUIDE FORM.
REVISE TO REFLECT THE PROJECT-SPECIFIC CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear *[Resident Name]*,

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. On *[date]*, the *[Public Housing Authority]* (PHA) notified you of proposed plans to *[acquire/ rehabilitate/demolish]* the property you currently occupy at *[address]*. On *[date]*, HUD issued the RAD Conversion Commitment (RCC) and committed federal financial assistance to the project. *[In instances where a Notice of Intent to Acquire is applicable and this notice is being sent before the RCC is issued, in lieu of the previous sentence noting the RCC issuance date, insert: [Name of entity acquiring the property] (Displacing Agency) intends to acquire the property you currently occupy. This is a Notice of Intent to Acquire.]*

In order for PHA to complete the project, you will need to be relocated for *[anticipated duration of relocation]*. Upon completion of the project, you will be able to lease and occupy your present unit or another decent, safe and sanitary unit in the completed project under reasonable terms and conditions. You are eligible for relocation payments and assistance.

However, **you do not need to move now.** This notice informs you that a decent, safe, and sanitary dwelling unit, listed below, has been made available to you and you will be required to move by *[insert date at least 30 days after the date of this notice]*.

If your temporary relocation exceeds one year and you qualify as a "displaced person" under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), you may be eligible for further relocation assistance and payments under URA.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

The relocation assistance to which you are entitled includes:

- ☐ **Payment for Moving Expenses.** You are entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with any temporary

move. *[PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 4 of this Notice.]*

- ☐ The location of your temporary replacement unit is *[address]*. This temporary housing has been determined to be decent, safe and sanitary.
- ☐ *[List appropriate relocation advisory services and any other services and assistance provided.]*

If you disagree with this determination, you may file a written appeal to the PHA in accordance with 49 CFR 24.10.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact *[Name, Title, Address, Phone, Email Address]* before you make any moving plans. He/she will assist you with your move to a temporary unit and help ensure that you preserve your eligibility for any relocation payments to which you may be entitled.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

Print name:

Title:

NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)

Appendix 4: SAMPLE RAD NOTICE OF RELOCATION (For relocation anticipated for more than a year)

***THIS IS A GUIDE FORM.
REVISE TO REFLECT THE PROJECT-SPECIFIC CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident Name*],

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. On [*date*], the [*Public Housing Authority*] (PHA), notified you of proposed plans to [acquire/ rehabilitate/demolish] the property you currently occupy at [*address*]. On [*date*], HUD issued the RAD Conversion Commitment (RCC) and committed federal financial assistance to the project. [*In instances where a Notice of Intent to Acquire is applicable and this notice is being sent before the RCC is issued, in lieu of the previous sentence noting the RCC issuance date, insert: [Name of entity acquiring the property] (Displacing Agency) intends to acquire the property you currently occupy. This is a Notice of Intent to Acquire.*]

In order for PHA to complete the project, you will need to be relocated for [*anticipated duration of relocation*]. Upon completion of the project, you will be able to lease and occupy your present unit or another decent, safe and sanitary unit in the completed project under reasonable terms and conditions. You are eligible for relocation assistance and payments. Because we expect your relocation to exceed one year, you have the choice to either:

- Receive temporary relocation assistance and return to a unit in the RAD project once it is complete; or
- Receive permanent relocation assistance and payments consistent with the URA instead of returning to the completed RAD project.

You must inform us of your choice within 30 days.

However, **you do not need to move now.** If you choose temporary relocation assistance, you will not be required to move sooner than 30 days after you receive notice that a temporary unit is available for you. If you choose permanent relocation assistance, you will not be required to move sooner than 90 days after you receive written notice that at least one comparable replacement unit is available to you in accordance with 49 CFR 24.204(a). [*Note to PHA: These time periods may start running as of the date of this Notice if the notice of relocation includes such information on the temporary and/or comparable replacement dwelling options, as applicable. In such circumstance, add applicable sentences to adequately notify the resident. For example: This notice informs you that a temporary unit, listed below, has been made available to you and, if you choose this option, you will be required to move by [date no sooner than 30 days after notice]. This notice informs you*

that a comparable unit, listed below, has been made available to you and, if you choose this option, you will be required to move by *[date no sooner than 90 days after notice]*.]

If you choose temporary relocation, your relocation exceeds one year and you qualify as a “displaced person” under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), you may become eligible for further relocation assistance and payments under URA.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

If you choose to receive temporary relocation assistance, this assistance will include:

- Payment for Moving Expenses. You are entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with any temporary move. *[PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 4 of this Notice.]*
- The location of your temporary replacement unit is *[address]*. This temporary housing has been determined to be decent, safe and sanitary.
- *[List appropriate relocation advisory services and any other services and assistance provided.]*

If you elect to receive permanent relocation assistance, this assistance will include:

- Relocation Advisory Services. You are entitled to receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. *[PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 5 of this Notice.]*
- Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present unit, and (3) 30% of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.
- *[PHA: list here any permanent relocation assistance offered, such as a Housing Choice Voucher.]*

- ☐ Listed below are three comparable replacement units that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement units.

	Address	Rent & Utility Costs	Contact Info
1.			
2.			
3.			

We believe that the unit located at [address] is most representative of your original unit in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is [\$ amount] and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately [\$ (42 x monthly amount)], if you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#] installments.

You may choose to purchase (rather than rent) a decent, safe and sanitary replacement home. If you do, you would be eligible for a down-payment assistance payment which is equal to your maximum replacement housing payment, [\$amount.] *[PHAs should note that, at the agency's discretion, a down-payment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. (See 49 CFR 24.402(c)(1)).]* Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe and sanitary before any replacement housing payments are made.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which you may be entitled.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

Print name:

Title:

Enclosure/s

NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)

Appendix 5: SAMPLE NOTICE OF ELIGIBILITY FOR URA RELOCATION ASSISTANCE (For residents who have been temporarily relocated for more than a year)

***THIS IS A GUIDE FORM.
IT SHOULD BE REVISED TO REFLECT THE CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear *[Resident]*:

The property you formerly occupied at *[address]* is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. You have been temporarily relocated from that property since *[date.]* Your temporary relocation has exceeded one year.

It has been determined that you qualify as a "displaced person" according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You are eligible for relocation assistance and payments under the URA.

You may choose to remain temporarily relocated and return to a unit in the RAD project once it is completed. It is currently estimated that you may return to the RAD project by *[date]*. If you choose to remain temporarily relocated, you will stay at your current location until the RAD project is completed.

Alternatively, you may choose permanent relocation assistance and payments for which you are eligible, as listed below. If you choose permanent relocation assistance, you give up your right to return to the completed RAD project. However, **you do not need to move now.** If you choose permanent relocation assistance instead of exercising your right to return to the completed RAD project, you will not be required to move sooner than 90 days from the date that at least one comparable replacement unit has been made available to you. *[Alternatively: You will not be required to move sooner than 90 days from the date of this notice, which informs you of a comparable replacement unit that has been made available for you].*

This is your Notice of Eligibility for relocation assistance.

The effective date of your eligibility is *[insert date that relocation exceeds one year.]*

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

Enclosed is a brochure entitled, "Relocation Assistance to Tenants Displaced From Their Homes." Please read the brochure carefully. It explains your rights and provides additional information on eligibility for relocation payments and what you must do in order to receive these payments.

The relocation assistance to which you are entitled includes:

- Relocation Advisory Services. You are entitled to receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. *[PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 5 of this Notice.]* This is in addition to any amounts received to reimburse for any reasonable out-of-pocket expenses incurred in connection with the temporary move.
- Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present home, and (3) for low-income persons, 30 percent of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.
- *[PHA list here any other relocation assistance offered the resident, such as Housing Choice Voucher .]*

Listed below are three comparable replacement units that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement units.

	Address	Rent & Utility Costs	Contact Info
1.			
2.			
3.			

We believe that the unit located at *[address]* is most representative of the original unit you occupied in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is \$*[amount]* and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately \$ [42 x \$Amount], if you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#] installments.

Should you choose to purchase (rather than rent) a decent, safe and sanitary replacement home, you would be eligible for a downpayment assistance payment which is equal to your maximum replacement housing payment, [\$ amount] *[PHAs should note that, at the agency's discretion, a downpayment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. (See 49 CFR 24.402(c)(1)).]* Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe, and sanitary before any replacement housing payments are made.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for any applicable relocation payments.

Remember, do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

Print Name:

Title:

Enclosure/s

NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)

OCEAN CITY HOUSING AUTHORITY
RESIDENT ADVISORY BOARD (RAB) MEETING
Via Conference Call
July 7, 2020 – 2:00 p.m.

Page 1 of 1

Mrs. Jacqueline Jones noted there was no one present from the Resident Advisory Board.

With no further business to conduct, the Resident Advisory Board meeting was adjourned at 2:05 p.m.

Respectfully submitted,

Gloria Pomales

Gloria Pomales
Executive Assistant

Violence Against Women Reauthorization Act of 2013 (VAWA 2013)

The Ocean City Housing Authority continues to subscribe to the federal VAWA and the Equal Access Rule. The Authority's ACOP and Administrative Plan are consistent with both regulations. The Authority will attempt to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault or stalking by applying for funding, when available, that will assist victims of domestic violence.

204 4th Street
Ocean City, New Jersey 08226



Phone: 609-399-1062
Fax: 609-399-7590

Jacqueline S. Jones, Executive Director

STATEMENT OF SIGNIFICANT AMENDMENT

The Ocean City Housing Authority's definition of Significant Amendment and Substantial Deviation/Modification is as follows:

A significant amendment or modification includes any policies that are newly adopted or amended by the Board of Commissioners and any change with regard to demolition or disposition, designation or conversion activities. A change in classification or the addition/change in the capital work to be performed in a Capital Fund budget is **not** considered a significant amendment or substantial deviation/modification.

As part of the Rental Assistance Demonstration (RAD), OCHA is redefining the definition of a significant amendment and substantial deviation/modification from the PHA Plan to **exclude** the following RAD-specific items, not already mentioned above:

1. The decision to convert to either Project-Based Rental Assistance or Project-Based Voucher Assistance;
2. Changes to the Capital Fund budget produced as a result of each approved RAD Conversion, regardless of whether the proposed conversion will include the use of additional Capital Funds;
3. Changes to the construction and rehabilitation plan for each approved RAD conversion; and
4. Changes to the financing structure for each approved RAD conversion.

**Ocean City Housing Authority
County of Cape May
State of New Jersey**

**RESOLUTION NO. 2020-27
2020 HOUSING AUTHORITY BUDGET RESOLUTION
FISCAL YEAR: FROM OCTOBER 1, 2020 TO SEPTEMBER 30, 2021**

WHEREAS, the Annual Budget and Capital Budget for the Ocean City Housing Authority for the fiscal year beginning October 1, 2020 and ending September 30, 2021 has been presented before the Members of the Ocean City Housing Authority at its open public meeting of July 21, 2020; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$1,097,660, Total Appropriations, including any Accumulated Deficit if any, of \$1,093,241 and Total Unrestricted Net Position utilized of \$4,419; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$0 and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$0; and

WHEREAS, the schedule of rents, fees and other user charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

WHEREAS, the Capital Budget/Program, pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget, must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law.

NOW, THEREFORE BE IT RESOLVED, by the Members of the Ocean City Housing Authority, at an open public meeting held on July 21, 2020 that the Annual Budget, including appended Supplemental Schedules, and the Capital Budget/Program of the Ocean City Housing Authority for the fiscal year beginning October 1, 2020 and ending September 30, 2021 is hereby approved; and

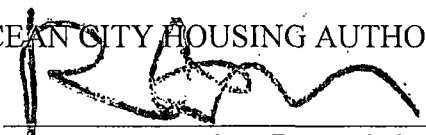
BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Housing Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

BE IT FURTHER RESOLVED, that the governing body of the Ocean City Housing Authority will consider the Annual Budget and Capital Budget/Program for adoption on September 15, 2020.

DATED: July 21, 2020

VOTE:

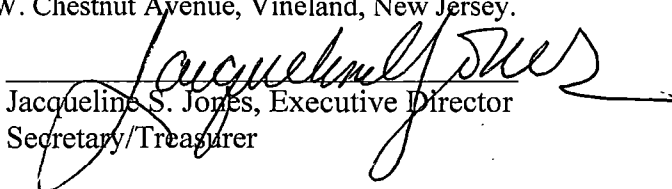
Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					
Commissioner McCall	✓				✓	
Commissioner Jackson				✓		
Commissioner Henry	✓					
Commissioner Mumman	✓					✓
Commissioner Broadley	✓					
Chairman Barr	✓					

OCEAN CITY HOUSING AUTHORITY
BY: 
Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's (OCHA) Board of Commissioners held via-video conference on July 21, 2020 from the Management Offices of the OCHA located at 191 W. Chestnut Avenue, Vineland, New Jersey.

By:


Jacqueline S. Jones, Executive Director
Secretary/Treasurer

OCEAN CITY HOUSING AUTHORITY
BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021

	TOTAL ACTUAL YEAR 9/30/2019	TOTAL BUDGET YEAR 9/30/2020	TOTAL ACTUAL ANNUALIZED 9/30/2020	VARIANCE 9/30/2020	TOTAL BUDGET YEAR 9/30/2021	VARIANCE FROM BUDGET YEAR 9/30/2020
Rental Income						
Tenant Rent	\$ 570,103	\$ 573,780	\$ 549,407	-4%	\$ 540,061	-6%
Other Rental Income	13,200	13,200	13,200	0%		-100%
Total Rental Income	583,303	586,980	578,675	-1%	540,061	-8%
Other Tenant Income						
Laundry and Vending	8,456	8,360	6,794	-19%	6,890	-18%
Other Income - Miscellaneous	19,006	18,860	14,755	0%	19,450	3%
Damages	1,344	1,522	1,991	31%	2,830	86%
Late Charges	3,520	3,987	2,940	-26%	3,240	-19%
Legal Fees - Tenant	4,756	5,387	4,500	-16%	4,590	-15%
Tenant Owed Utilities	6,919	5,170	3,344	-35%	6,810	32%
Misc. Tenant Income	2,467	2,794	1,980	-29%	1,980	-29%
Total Other Tenant Income	27,462	27,220	21,549	-21%	26,340	-3%
NET TENANT INCOME	610,765	614,200	600,224	-2%	566,401	-8%
GRANT INCOME						
HUD PHA Operating Grants/Subsidy	357,828	332,380	344,235	4%	98,160	-70%
PBV HAP Subsidy	-	-	-	-	342,243	100%
Capital Fund Grants	-	181,840	136,380	-25%	50,256	-72%
CDBG Income	-	-	-	-	40,000	-
TOTAL GRANT INCOME	357,828	514,220	480,615	-7%	530,659	3%
OTHER INCOME						
Investment Income - Unrestricted	130	120	206	72%	100	-17%
Fraud Recovery	-	4,300	-	-100%	500	-88%
TOTAL OTHER INCOME	130	4,420	3,838	-13%	600	-86%
TOTAL INCOME	968,723	1,132,840	1,084,677	-4%	1,097,660	-3%
EXPENSES						
ADMINISTRATIVE						
Legal Expense	12,566	35,000	7,887	-77%	18,400	-47%
Total Legal Expense	12,566	35,000	7,887	-77%	18,400	-47%
Other Admin Expenses						
Board/Staff Training	2,404	2,000	1,041	-48%	1,000	-50%
Travel	-	500	-	-100%	200	-60%
Accounting Fees	15,000	17,500	17,500	0%	18,500	6%
Auditing Fees	9,000	9,000	9,000	0%	9,000	0%
Management Fee	167,112	162,130	213,332	32%	165,000	2%
Consultants	1,800	35,000	8,813	-75%	18,000	-49%
IT Consultants	2,714	7,000	15,332	119%	7,700	10%
Total Other Admin Expenses	198,030	233,130	265,018	14%	219,400	-6%
Miscellaneous Admin Expenses						
Membership and Fees	514	1,000	778	-22%	800	-20%
Advertising	1,223	1,000	1,829	83%	1,200	20%
Office Supplies	1,688	2,000	835	-58%	1,000	-50%
Postage	1,173	1,000	1,890	89%	2,100	110%
Copiers	2,461	3,500	2,426	-31%	3,500	0%
Phone & Internet	11,680	10,000	7,836	-22%	8,610	-14%
Miscellaneous - Sundry	14,713	13,000	8,878	-32%	10,190	-22%
Total Miscellaneous Admin Expenses	33,452	31,500	26,496	-16%	27,400	-13%
TOTAL ADMINISTRATIVE EXPENSES	244,047	299,630	299,401	0%	265,200	-11%
TENANT SERVICES						
Other Tenant Svcs.	3,340	9,700	4,526	-53%	9,700	0%
Tenant Svcs - Behavioral Health	-	-	-	-	40,000	-
TOTAL TENANT SERVICES EXPENSES	3,340	9,700	4,526	-53%	49,700	412%
UTILITIES						
Water	81,983	93,470	77,589	-17%	88,296	-6%
Electricity	91,631	105,000	105,147	0%	109,400	4%
Gas	40,281	60,000	50,822	-15%	49,600	-17%
TOTAL UTILITY EXPENSES	213,895	258,470	233,558	-10%	247,496	-4%
MAINTENANCE AND OPERATIONS						
General Maint Expense						
Maintenance Salaries	39,036	63,390	39,156	-38%	57,000	-10%
Employee Benefits	60,096	40,324	32,052	-21%	36,233	-13%
Total General Maint Expense	99,131	98,860	71,208	-28%	92,233	-7%
Materials	30,264	39,500	22,286	-44%	55,210	40%
Contract Costs	137,353	150,000	107,777	-28%	159,500	6%
TOTAL MAINTENANCE EXPENSES	266,748	288,360	203,927	-29%	306,943	6%
GENERAL EXPENSES						
Insurance	54,312	52,766	54,519	3%	65,438	24%
Flood Insurance	44,396	43,134	42,361	-2%	39,760	-8%
Payments in Lieu of Taxes	36,312	31,750	31,750	0%	29,257	-8%
Pension - Annual Pymt	-	22,000	10,428	-53%	11,000	-50%
Compensated Absences	2,596	5,500	5,499	0%	5,000	-9%
Retiree Health Benefits	-	25,780	27,866	8%	31,230	21%
PH Capital funds for Rad Conversion Exp.	-	75,000	56,250	-25%	-	-100%
Bad Debt-Tenant Rents	6,876	5,000	5,001	0%	5,000	0%
Replacement Reserve	-	-	-	-	37,217	100%
TOTAL GENERAL EXPENSES	144,592	260,930	233,675	-10%	223,902	-14%
TOTAL EXPENSES	872,622	1,117,090	986,412	-12%	1,093,241	-2%
NET INCOME	\$ 96,101	\$ 16,750	\$ 98,265	524%	\$ 4,419	-72%