

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

January 15, 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, January 21, 2020, at 5:00 pm at Administrative Offices – 204 4th Street, Ocean City, NJ 08226.**

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,

A handwritten signature in blue ink that reads 'Jacqueline S. Jones'. The signature is written in a cursive style with a large, flowing 'J' and 'S'.

Jacqueline S. Jones
Executive Director

Ocean City Housing Authority

AGENDA

Tuesday, January 21, 2020
Administrative Offices – 204 4th Street
5:00 p.m.

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 December 17, 2019
6. Fee Accountant's Report
7. Executive Director's Report – *verbal report to be provided at meeting*
8. Committee Reports
9. Old Business
10. New Business
11. Resolutions:

# 2020-01	Approval of Monthly Expenses
# 2020-02	Designating Official Newspapers
# 2020-03	Approving Fee for Annual Re-Certifications for all OCHA Residents
# 2020-04	Authorizing Utilization of Vineland Housing Authority Maintenance Staff to Supplement the Ocean City Housing Authority Maintenance Staff
# 2020-05	Authorizing to Execute the RAD Conversion Commitment (RCC) for Bayview Manor/Speitel Commons and to take all Actions Necessary to Complete the RAD/Section 18 Blend Conversion including Executing Required HUD Documents and NJHMFA Documents Consistent with the Terms and Conditions Set Forth in the RCC
# 2020-06	Award Architectural and Engineering Services Contract

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 December 17, 2019 – 5:05 p.m.

The regular meeting of the Housing Authority of the City of Ocean City was held on December 17, 2019, at 5:05 p.m. at the Administrative Offices – 204 4th Street, Ocean City, New Jersey 08226.

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

Upon roll call those present were:

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

Chairman Barr read the Sunshine Law.

Also present were Jacqueline Jones, Executive Director, Wendy Hughes, Assistant Executive Director, Charles W. Gabage, Esquire – Solicitor and Linda Cavallo – Accountant.

Minutes

Chairman Barr requested a motion to approve the Regular Meeting minutes from November 19, 2019. A motion was made by Commissioner Halliday and 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	(Absent)
Chairman Robert Barr	(Yes)

Treasurer's Report

Ms. Cavallo reviewed the Financial Report for the two months ended November 30, 2019. Commissioner Halliday asked if the maintenance contract cost was a timing issued. Mrs. Jones answered yes and explained the October, November and December billing will be reflected in January. Motion to approve the Treasurer's Report made by Commissioner Mumman and 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	(Absent)
Chairman Robert Barr	(Yes)

Executive Director's Report

Mrs. Jones reported the RFPs for the Resident Wellness Program were received and there is a resolution this evening for a vote tonight. This will be further discussed in the resolution portion of the meeting.

Mrs. Jones briefly discussed the Continuing Resolution to keep the government funded and to avoid a shut down. The Authority hopes the Continuing Resolution stands, because if there is a government shut down the closing date for RAD will likely be delayed. Currently, the Authority has been funded through the middle of February.

Last month the Admissions and Occupancy Policy was discussed regarding an update. This will be further discussed in the resolution portion of the meeting.

There is also a resolution this evening for the Annual Plan – Significant Amendment. The Annual Plan was already done for the beginning of the October, but since there is a change in the vouchers that will be used for the Bayview Manor RAD Conversion, meaning 25% of those vouchers will be at fair market rent, the plan needed to reflect this change. This information was brought up today to the Peck Beach residents at a meeting held this morning. There was also a meeting with Bayview Manor residents at noon updating them on the renovations, timing and up-to-date details. The meeting was followed by a Holiday Party. Both meetings went well. The Authority will be meeting with the residents more often as this project progresses. In addition, there will be a lot of communication with residents regarding relocation to the new building and the process.

An evaluation of the waiting list has been conducted and the waiting list will be closed January 31, 2020. This will be advertised in the newspapers and will be posted on the window up front. Any applications received must be postmarked by January 31, 2020. The reason the Authority is closing the waiting list is because there is an adequate number of applications for the anticipated vacancies for approximately the next 18 months.

Mrs. Jones advised the Board she will be out of the country January 3rd through January 10th. She will be in touch via email.

With no further discussion, motion to accept the Executive Director's Report made by Commissioner Halliday and 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	(Absent)
Chairman Robert Barr	(Yes)

Committee Reports – Chairman Barr requested a report from nomination committee. Commissioner Mumman as chair of the nominating committee announced the committee recently met and are recommending the nomination of Bob Barr as Chairperson of the Board and Scott Halliday as Vice Chairperson. By statute the Executive Director will continue to remain the Secretary/Treasurer of the Board.

The meeting was turned over to Mr. Gabage to handle the vote. Mr. Gabage stated he is going to consider the nominations for Chairman Barr, Vice Chair Halliday and Mrs. Jones for Secretary/Treasurer and asked if there were any other nominations. With no other nominations, Mr. Gabage closed the nominations. Mr. Gabage called for a motion for the election of Robert Barr as Chairperson, Scott Halliday as Vice Chair and Jacqueline Jones as Secretary/Treasurer.

A motion was made by Commissioner McCall; 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	(Absent)
Chairman Robert Barr	(Yes)

Old Business – Chairman Barr thanked the Board for his nomination as Chairman. He looks forward to a very exciting year. Chairman Barr also apologized for being late. He also wanted to acknowledge publicly the passing of Commissioner Jackson's father who passed away a few weeks ago. Chairman Barr expressed condolences on behalf of the Board and stated her father was a good man. He will be missed.

New Business – None.

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

Resolution #2019-53
Resolution to Approve Monthly Expenses

Chairman Barr called for a motion to approve the monthly expenses in the amount of \$62,083.61. 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	(Absent)
Chairman Robert Barr	(Yes)

Resolution #2019-54
**Resolution Appointing Jacqueline Jones as OCHA Fund Commissioner
for the NJPHA JIF for the Fund Year 2020**

Chairman Barr called for a motion to approve Resolution #2019-54. A motion was made by Commissioner Halliday; seconded by Commissioner McCall. Mrs. Jones this is resolution is completed annually to appoint someone from the Housing Authority to the Joint Insurance Fund. 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	(Absent)
Chairman Robert Barr	(Yes)

Resolution #2019-55
Resolution Approving Dates for 2020 Board Meetings

Chairman Barr called for a motion to approve Resolution #2019-55. 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	(Absent)
Chairman Robert Barr	(Yes)

Resolution #2019-56
Resolution Amending the OCHA By-Laws

Chairman Barr called for a motion to approve Resolution #2019-56. A motion was made by Commissioner Halliday; seconded by Commissioner McCall. Mrs. Jones explained this is the amendment discussed at last month's meeting and it is required by the NJHMF to be able to receive the funding for Speitel. 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	(Absent)
Chairman Robert Barr	(Yes)

Resolution #2019-57
Appointing Risk Management Consultant

Chairman Barr called for a motion to approve Resolution #2019-57. A motion was made by Commissioner Mumman; seconded by Commissioner McCall. Mrs. Jones stated every year the Authority appoints a Risk Management consultant. The Risk Manager is paid from the JIF premium. 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	(Absent)
Chairman Robert Barr	(Yes)

Resolution #2019-58
Resolution Awarding Resident Wellness Program Services Contract

Chairman Barr called for a motion to approve Resolution #2019-58. A motion was made by Commissioner McCall; seconded by Commissioner Jackson. Mrs. Jones stated the Authority received two responses to the RFP issued. One from Jewish Family Services and one from Acenda Inc. Upon the evaluation, the Acenda proposal prevailed by a couple of points mostly in the general experience area and slight difference in the fee structure. If the Board is open to approve this tonight, the contract will begin tomorrow and a meeting with them is set for Friday. They will provide services for behavioral health issues and they will also provide some general seminars for the residents on various health/nutrition related

topics. The Agency will be available to the residents and the Authority can also refer residents for assistance. The Agency will also meet with the OCHA staff to discuss any possible issues. The Agency will be at the OCHA on-site and there will be office space for them to use if needed. 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	(Absent)
Chairman Robert Barr	(Yes)

Resolution #2019-59

**Approving Intent to use a 75% - 25% Voucher Blend for its Bayview Manor
Rental Assistance Demonstration (RAD) Conversion
whereas up to 25 % of the Units will be disposed of under Section 18**

Chairman Barr called for a motion to approve Resolution #2019-59. A motion was made by Commissioner Halliday; seconded by Commissioner McCall. Mrs. Jones explained there is a provision in the RAD rule that states under conversion the Housing Authority can ask to have 25% of the vouchers in the conversion to be at fair market rent. That difference is almost \$500 between what HUD is going to allow the Housing Authority for a 1-bedroom apartment in the \$500 range vs. what that apartment would go for under fair market rent, which is approximately \$1,100. This has to be requested now with the RAD application with HUD. Briefly discussed and reviewed the resolution. 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	(Absent)
Chairman Robert Barr	(Yes)

Resolution #2019-60

Resolution to Borrow

**Project Name: Speitel Commons at Bayview Manor
HMFA # 02986**

Chairman Barr called for a motion to approve Resolution #2019-60. Mrs. Jones explained this resolution is required by NJHMFA to keep the closing on track and on target. There are several documents that have been reviewed by Mr. Gabage as well as Rick Ginnetti that will back up this resolution. This resolution explains that the Board is aware of this funding source and the process and are giving the Executive Director permission to move forward with the process toward closing. The Authority's requirement and commitment is to maintain the property as low-income housing. Mrs. Jones suspects NJHMFA will check in annually regarding the Authority's income level of its residents. A motion was made by Commissioner McCall; 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	(Absent)
Chairman Robert Barr	(Yes)

Resolution #2019-61
Resolution Adopting Revisions to the
The Public Housing Admissions and Continued Occupancy Policy

Chairman Barr called for a motion to approve Resolution #2019-61. A motion was made by Commissioner McCall; seconded by Commissioner Mumman. Mrs. Jones stated these revisions were discussed about last month. This change has to do with denying applicants for housing. HUD is looking for the Authority to look at the totality of the facts and circumstances in determining whether applicants should be denied admission based on a prior criminal conviction or past behavior. Mrs. Jones provided some real-life examples from Vineland. Mr. Gabage stated HUD has softened its position in regard to giving people a second chance, but this will require Housing Authorities to give solid reasons if they reject someone. Brief discussion on how the Authority will handle these situations when and if they arise. 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	(Absent)
Chairman Robert Barr	(Yes)

Resolution #2019-62
Resolution Approving Significant Amendment to the PHA Annual Plan

Chairman Barr called for a motion to approve Resolution #2019-62. A motion was made by Commissioner Halliday; seconded by Commissioner McCall. Mrs. Jones stated as she mentioned in her report this amendment is adding the 75% - 25% voucher into the Annual Plan. 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	(Absent)
Chairman Robert Barr	(Yes)

There is no need for Executive Session tonight. Mr. Gabage wanted to clarify in regard to the amendment in the By-Laws referring to NJHMFA and referencing the "mortgage." There is a RAD agreement and an NJHMFA agreement. The NJHMFA agreement is subordinate to the RAD agreement. The RAD agreement ties up the property as the property must be maintained as low-income, which conforms to the NJHMFA agreement. Everyone wished each other a Merry Christmas and Happy New Year. No public comments.

With no further business to discuss, Chairman Barr entertained a motion for adjournment of the Regular Meeting. A motion was made by Commissioner Halliday; seconded by Commissioner Jackson. The vote was carried unanimously by the Board Members present. The Regular Meeting of the Board of Commissioners was adjourned at 5:51 p.m.

Respectfully submitted,



Jacqueline S. Jones, Secretary/Treasurer

THE OCEAN CITY HOUSING AUTHORITY
INCOME & EXPENSE STATEMENT
FYE SEPTEMBER 30, 2020
FOR THE THREE MONTHS ENDED DECEMBER 31, 2019

	ANNUAL BUDGET	BUDGET THRU DECEMBER	ACTUAL THRU DECEMBER	VARIANCE FROM BUDGET (+OVER/ & -UNDER)	NOTES:
<u>INCOME</u>					
DWELLING RENTAL	573,780	143,445	137,378	(6,067)	This represents actual rent received from Tenants to
OTHER TENANT-EXCESS UTILITIES	5,170	1,293	2,179	886	This represents actual excess utilities income to date.
TOTAL TENANT REVENUE	578,950	144,738	139,557	(5,181)	
HUD OPERATING SUBSIDY	332,380	83,095	85,510	2,415	This represents HUD funding to date.
HUD CAPITAL FUNDS-OPERATIONS	181,840	45,460	45,460	0	Accrued income year-to-date.
TOTAL HUD FUNDING	514,220	128,555	130,970	2,415	
INVESTMENT INCOME-UNRESTRICTED	120	30	28	(2)	Actual income is less than expected.
NONDWELLING RENTAL INCOME	13,200	3,300	3,300	0	This represents nondwelling income to date.
OTHER INCOME-LAUNDRY	8,360	2,090	1,221	(869)	Income is paid qtrly-Feb, May, Aug and Nov.
OTHER INCOME-FRAUD RECOVERY	4,300	1,075	0	(1,075)	This represents actual amount received in fiscal year.
					Late charges, legal fees-tenant, extra keys, change locks,
OTHER INCOME-MISCELLANEOUS	13,690	3,423	3,366	(57)	cleaning reimbursements, etc.
TOTAL INCOME	1,132,840	283,211	278,442	(4,769)	
<u>EXPENSES</u>					
AUDIT FEES	9,000	2,250	2,250	0	Accrued expense year-to-date.
ADVERTISING	1,000	250	130	(120)	Actual expenses are less than budgeted.
<u>OFFICE EXPENSES</u>					
COMPUTER SERVICES	7,000	1,750	1,779	29	Accrued Yardi (\$488 a mo) plus actual expense (\$315)
CONSULTANTS-RAD CONVERSION	35,000	8,750	743	(8,007)	Actual expenses are less than budgeted.
COPIER	3,500	875	593	(282)	Actual expenses are less than budgeted.
DUES & PUBLICATIONS	1,000	250	185	(65)	Actual expenses are less than budgeted.
OFFICE SUPPLIES	2,000	500	30	(470)	Actual expenses are less than budgeted.
PHONE & INTERNET	10,000	2,500	1,885	(615)	Actual expenses are less than budgeted.
POSTAGE	1,000	250	246	(4)	Actual expenses are less than budgeted.
LEGAL	15,000	3,750	2,085	(1,665)	Actual expenses are less than budgeted.
LEGAL-RAD	20,000	5,000	0	(5,000)	No expense was paid in current fiscal year.
TRAVEL	500	125	0	(125)	No expense was paid in current fiscal year.
TRAINING	2,000	500	529	29	Actual expenses are higher than budgeted.
ACCOUNTING	17,500	4,375	4,375	0	This represents actual amount paid in fiscal year.
					This represents actual amount paid or accrued thru
MANAGEMENT FEES	162,130	40,533	47,978	7,445	12/31/19.
MISCELLANEOUS-SUNDRY	13,000	3,250	3,458	208	Actual expenses are higher than budgeted.
	299,630	74,908	66,266	(8,642)	

THE OCEAN CITY HOUSING AUTHORITY
INCOME & EXPENSE STATEMENT
FYE SEPTEMBER 30, 2020
FOR THE THREE MONTHS ENDED DECEMBER 31, 2019

	<u>ANNUAL BUDGET</u>	<u>BUDGET THRU DECEMBER</u>	<u>ACTUAL THRU DECEMBER</u>	<u>VARIANCE FROM BUDGET (+OVER/ & -UNDER)</u>	<u>NOTES:</u>
OTHER TENANT SERVICES	9,700	2,425	1,498	(927)	Actual expenses are less than budgeted.
WATER/SEWER	93,470	23,368	15,658	(7,710)	Represents actual Oct and Nov bills and estimated
ELECTRIC	105,000	26,250	22,905	(3,345)	Represents actual Oct and Nov bills and estimated
GAS	60,000	15,000	11,653	(3,347)	Represents actual Oct and Nov bills and estimated
	<u>258,470</u>	<u>64,618</u>	<u>50,216</u>	<u>(14,402)</u>	
MAINTENANCE LABOR	63,390	15,848	10,141	(5,707)	Actual expenses are less than budgeted.
MAINT. MATERIALS	39,500	9,875	3,782	(6,093)	Actual expenses are less than budgeted.
MAINT. CONTRACT COSTS	150,000	37,500	24,485	(13,015)	Actual expenses are less than budgeted.
EMPLOYEE BENEFITS	35,470	8,868	7,781	(1,087)	Actual expenses are less than budgeted.
	<u>288,360</u>	<u>72,091</u>	<u>46,189</u>	<u>(25,902)</u>	
INSURANCE	95,900	23,975	23,893	(82)	Actual expenses are less than budgeted.
BAD DEBTS	5,000	1,250	1,250	0	Accrued expense year-to-date
COMPENSATED ABSENCES	5,500	1,375	1,375	0	Accrued expense year-to-date
PAYMENT IN LIEU OF TAXES	31,750	7,938	7,938	0	Accrued expense year-to-date
PENSION	22,000	5,500	4,788	(712)	Actual expenses are less than budgeted.
RETIREE BENEFITS	25,780	6,445	5,441	(1,004)	Actual expenses are less than budgeted.
PH CAPITAL FUNDS FOR RAD CONVERSIO	75,000	18,750	18,750	0	Accrued expense year-to-date.
	<u>260,930</u>	<u>65,233</u>	<u>63,435</u>	<u>(1,798)</u>	
TOTAL EXPENDITURES	<u>1,117,090</u>	<u>279,275</u>	<u>227,604</u>	<u>(51,671)</u>	
PROFIT (LOSS)	<u>15,750</u>	<u>3,936</u>	<u>50,838</u>	<u>46,902</u>	

Program Statistics Report	10/2019 - 12/2019	2019 DEC	2019 NOV	2019 OCT
<u>Tenant Accounts Receivable</u>				
Number of “non-payment of rent” cases referred to the solicitor	5	4	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	0	60	0	
Total number of units inspected year-to-date - all sites	0	60	0	
<u>Occupancy</u>				
Monthly Unit Turnaround Time (Avg) (Down,Prep & Lease-up Time)	n/a	132	63	
Annual Unit Turnaround Time (For Fiscal Year)	97.5	97.5	63	
Monthly - Number of Vacancies Filled (this month)	0	1	1	
Monthly - Average unit turnaround time in days for Lease up	0	71	52	
Monthly - Average unit turnaround time in days to Prep Unit (Maint)	0	56	11	
PIC Score	100%	100%	99%	
<u>Vacancies - At end of Month</u>				
Bay View Manor	2	2	2	
Peck's Beach Senior	0	1	1	
Peck's Beach Family	0	0	0	
Total	2	3	3	
Occupancy Rate	98.35%	97.52%	97.52%	
<u>Vacancy Turnovers by VHA Maintenance Staff</u>				
Total Hours	58.00	TBD	TBD	
Average Hours per Vacancy (Br. Sizes 0 thru 4)	58.00	TBD	TBD	
<u>Rent Roll</u>				
Bay View Manor - Elderly/Disabled	\$ 20,287	\$ 20,287	\$ 20,316	
Peck's Beach - Elderly/Disabled	\$ 7,255	\$ 7,255	\$ 7,255	
Peck's Beach - Family	\$ 18,217	\$ 18,249	\$ 18,345	
Total Rent Roll	\$ 45,759	\$ 45,791	\$ 45,916	
<u>Public Housing Waiting List Applicants - All Waiting Lists to Close 1/31/20</u>				
Families - Ocean City Preference	15	15	12	
Families - No Ocean City Preference	176	176	158	
Elderly (Seniors - 62+)/Disabled - Ocean City Preference	40	40	34	
Elderly (Seniors - 62+)/Disabled - No Ocean City Preference	216	216	216	
<u>Maintenance Department</u>				
Average work order turnaround time in days - Tenant Generated		2.00	2.24	
Total Tenant Generated Work Orders	26	28	19	
Number of routine work orders written this month	4	4	109	
Number of outstanding work orders from previous month	52	76	72	
Total number of work orders to be addressed this month	82	80	200	
Total number of work orders completed this month	31	28	124	
Total number of work orders left outstanding	51	52	76	
Number of emergency work orders written this month	1	0	0	
Total number of work orders written year-to-date	163	132	128	
AFTER HOUR CALLS: (plumbing, lockouts, toilets stopped-up,	0	0	0	

Program Statistics Report 10/2019 - 12/2019

**2019
DEC**

**2019
NOV**

**2019
OCT**

Real Estate Assessment Center (REAC) Scores			
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 December 31, 2019

Net Cash Position:

Cash Balance per Reconciled Bank Statements at 12/31/2019			\$380,867.54
Add: A/R-Tenants 12/2019	Current	\$9,390.55	\$12,353.81
	Past	\$2,963.26	
PREDEVELOPMENT EXPENSES REIMBURSABLE FROM NJHMFA - Marathon Engineering (CK #1913 9/17/19 & 1954 10/15/19)			\$2,771.03
Less: Bill List payments - Jan 2020			(\$50,805.69)
Accrued Expenses - Total from detail below			(\$34,537.50)

<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	3	23,975.00
Bad Debt	5,000.00	3	1,250.00
Comp Absences	5,500.00	3	1,375.00
P.I.L.O.T.	31,750.00	3	7,937.50
Net Accrual	138,150.00		34,537.50

Net Cash Balance

\$310,649.19

	<u>Average Expenses</u>	<u>Cash Available for # of month/days</u>	
Per Month	\$ 75,868	5.02	Months
Per Day	\$ 2,529	123	Days

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

**RESOLUTION NO. 2020-01
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 **\$101,595.44**.

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: January 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 Board of Commissioners held on January 21, 2020 at Administrative Offices – 204 4th Street, Ocean City, New Jersey.

By: _____

Jacqueline S. Jones, Executive Director
Secretary/Treasurer

**OCEAN CITY HOUSING AUTHORITY
BILL LIST - JAN 2020**

Check #	Vendor	Invoice Notes	Total Amount
2062	AT & T	Elevator phone - Dec 2019	112.78
2063	COMCAST	Internet services - Dec 2019	242.97
2064	ACE PLUMBING, HEATING, & ELECTRICAL	Electrical supplies	334.60
2065	ALL ENVIRONMENTAL INC.	RAD Physical Needs Assessment	5,000.00
2066	ATLANTIC CITY ELECTRIC	Electric - Dec 2019	12,088.53
2067	ATLANTIC COAST MOVING & STORAGE	Moving services - Peck's Senior	520.00
2068	AT & T	Elevator phone - Jan 2019	112.78
2069	LINDA AVENA	Acctg Svcs - Jan 2019	1,458.33
2070	BROOKE GROUP	Consulting Svcs - Nov 2019	1,812.50
2071	CALL EXPERT	Answering Svc - Jan 2020	56.63
2072	CLEAN SWEEP SERVICES	Building cleaning - Dec 2019	1,975.00
2073	COMCAST	Internet services - Jan 2019	244.57
2074	CONVEXSERV TECHNOLOGY	Hard drive replacement; onsite service	412.50
2075	COPIER PLUS INC	Copier overage - Jan 2020	10.05
2076	THE DAILY JOURNAL	RFP - A&E svcs; public notice 5yr plan; waiting list closure	111.16
2077	DELTA DENTAL	Dental benefits - Feb 2020	174.02
2078	FLORENCE DRISCOLL	Tenant Services - Jan 2020	200.00
2079	EISENSTAT, GABAGE & FURMAN	Legal svcs - Nov 2019 & Jan 2020	1,100.00
2080	GENSERVE	Standby power maintenance agreement	200.00
2081	GLEN O. STULL	Copay reimb; Medicare B Reimb - Jan 2020	344.24
2082	ROBERT HARRIS	Trash Room Cleaning - Jan 2020	200.00
2083	HD SUPPLY	Maint Supplies	793.67
2084	HOME DEPOT CREDIT SVCS	Maint Supplies	31.38
2085	HUMANA INSURANCE COMPANY OF NY	Retiree Prescription Coverage - Feb 2020	57.70
2086	JOHN J. SPITZ	Copay reimb; Medicare B Reimb - Jan 2019	385.56
2087	LENEGAN PLUMBING & HEATING	Plumbing services	385.00
2088	NJ AMERICAN WATER	Water - Dec 2019	6,092.48
2089	NJ PUBLIC HOUSING AUTHORITY JIF	1st installment of 2020 insurance premium	32,719.00
2090	OMEGA PEST MGMT	Pest Control	588.50
2091	THE PRESS OF ATLANTIC CITY	RFP - A&E svcs; public notice 5yr plan; waiting list closure; 2020 mtg schedule	137.22
2092	ROBERT L. ROWELL	Maintenance Labor-Grounds - Jan 2019	200.00
2093	SHOEMAKER LUMBER	Maint Supplies	8.98
2094	SOUTH JERSEY GAS	Gas - Dec 2019	5,069.98
2095	SUPERIOR VISION	Vision benefits - Feb 2020	19.71
2096	US BANK EQUIPMENT FINANCE	Copier contract - Jan 2020	185.01
2097	VERIZON DSL	Fax & phone line - Dec 2019	138.72
2098	VINELAND HOUSING AUTHORITY	Mgmt Svcs - Jan 2020; office coverage; payables; inspections; lease enforcement; maintenance; supplies - Dec 2019	20,528.21
2099	WALLACE HARDWARE	Maint Supplies	66.48
185099942910	HORIZON BCBS OF NJ	Health Benefits Premium - Jan 2020	2,583.59
TOTAL JAN DISBURSEMENTS			\$ 96,701.85
PAYROLL - 12/2019			\$ 3,442.29
PAYROLL TAXES - 12/2019			\$ 998.52
ADP PAYROLL PROCESSING FEES - 12/2019			\$ 132.72
PENSION -12/2019			\$ 256.16
PNC BANK FEE -12/2019			\$ 63.90
TOTAL BILL LIST - JAN 2020			\$ 101,595.44

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

**RESOLUTION NO. 2020-02
A Resolution Designating an Official Newspaper**

WHEREAS, the Housing Authority of City of Ocean City must by statutory law publish various items in order to comply with said requirements of statutory law; and

WHEREAS, it is the desire of the City of Ocean City Housing Authority to designate an official newspaper for the publication of advertisements for business related matters, contracting purposes and/or the publication of various other items; and

WHEREAS, the Board of Commissioners of the Housing Authority of the City of Ocean City desires to designate the Atlantic City Press and the Daily Journal of Vineland as the official newspapers for this this purpose.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the City of Ocean City hereby designates the Atlantic City Press and the Daily Journal of Vineland as its official newspapers for the publication of advertisements for business related matters, contracting purposes and/or the publication of various other items pursuant to New Jersey statues, unless said New Jersey statutory law otherwise mandates that a newspaper other than those as referenced herein be used for said publication.

ADOPTED: January 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 Board of Commissioners held on January 21, 2020 at Administrative Offices – 204 4th Street, Ocean City, New Jersey.

By: _____

Jacqueline S. Jones, Executive Director
Secretary/Treasurer

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

**RESOLUTION NO. 2020-03
Resolution Approving Fee for Annual Re-Certifications for all OCHA Residents**

WHEREAS, the Ocean City Housing Authority is required to follow federal regulations in determining rent calculations based on the Code of Federal Regulations (CFR) known as 24 CFR Part 5, Subparts E and F: 24 CFR 960, Subpart C; and,

WHEREAS, the Ocean City Housing Authority is required to perform an Annual Re-certification on each resident household at least once per year; and,

WHEREAS, the Ocean City Housing Authority historically conducts an Annual Re-certification for each resident with an effective date of May 1st; and,

WHEREAS, the Authority has limited staff to accomplish the Annual Re-certifications of all 121 residents in a timely manner and will therefore will require assistance; and,

WHEREAS, the Vineland Housing Authority (VHA) will perform the above-mentioned tenant rent re-certifications as an extension of its Shared Services Agreement with the Ocean City Housing Authority; and,

WHEREAS, the VHA has agreed to perform the tenant rent re-certifications for an amount not to exceed \$8,200; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Ocean City Housing Authority approves the re-certifications of the tenant rent calculations by the Vineland Housing authority for an amount not to exceed \$8,200.

ADOPTED: January 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 Board of Commissioners held on January 21, 2020 at Administrative Offices – 204 4th Street, Ocean City, New Jersey.

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

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

RESOLUTION NO. 2020-04

**Resolution Authorizing Utilization of Vineland Housing Authority Maintenance Staff
to Supplement the Ocean City Housing Authority Maintenance Staff**

WHEREAS, the Ocean City Housing Authority (OCHA) has a limited maintenance staff and budget; and,

WHEREAS, it is essential to efficiently and promptly make repairs to units to be able to house low-income applicants as rapidly as possible; and,

WHEREAS, the Vineland Housing Authority has a capable maintenance staff to assist the Ocean City Housing Authority to prepare vacant units for leasing and to make other needed maintenance repairs; and,

WHEREAS, the funds approved for the preparation of vacant units for leasing and other needed maintenance repairs are utilized on an "as needed" basis and invoiced based on actual hours worked at the Ocean City Housing Authority by Vineland Housing Authority maintenance personnel; and,

WHEREAS, in the interest of efficiency the Ocean City Housing Authority authorizes 225 hours for the preparation of vacant units for leasing and other needed maintenance repairs of Vineland Housing Authority Maintenance time in an amount not to exceed \$12,375, for the period beginning January 1, 2020 through March 31, 2020 and,

WHEREAS, the funds approved for the preparation of vacant units for leasing and other needed maintenance repairs will be utilized on an "as needed" basis and invoiced based on actual hours worked at the Ocean City Housing Authority by Vineland Housing Authority maintenance personnel; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Ocean City Housing Authority approves the amount not to exceed of \$12,375, for maintenance repairs for the period January 1, 2020 through March 31, 2020.

ADOPTED: January 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 Board of Commissioners held on January 21, 2020 at Administrative Offices – 204 4th Street, Ocean City, New Jersey.

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

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

RESOLUTION NO. 2020-05

Resolution to Authorize the Executive Director to Execute the RAD Conversion Commitment (RCC) for Bayview Manor/Speitel Commons and to take all Actions Necessary to Complete the RAD/Section 18 Blend Conversion including Executing Required HUD Documents and NJHMFA Documents Consistent with the Terms and Conditions Set Forth in the RCC

WHEREAS, the Ocean City Housing Authority (OCHA) applied to HUD in October of 2017 to convert its public housing units to the Rental Assistance Demonstration (RAD) program; and

WHEREAS, on April 17, 2018 HUD approved this application and issued a Commitment to Enter into a Housing Assistance Payment Agreement (CHAP); and

WHEREAS, the CHAP was amended by HUD on February 7, 2019, to include Bayview Manor and Peck's Beach Senior (81) units, and

WHEREAS, the CHAP was further amended by HUD on December 10, 2019, to include (61) units and allow a RAD Section 18 Blend for the remaining (20) units in the conversion, and

WHEREAS, on October 5, 2019, the OCHA submitted a RAD Financial Plan to HUD for HUD to review and approve the feasibility of the RAD/Section 18 Blend conversion; and

WHEREAS, HUD approved the Financial Plan on January 16, 2020 as evidenced by the RCC; and

WHEREAS, the OCHA is approved by HUD to convert under the RAD/Section 18 Blend conversion with a Project Based Voucher platform with the Vineland Housing Authority as the Section 8 Contract Administrator; and

WHEREAS, the OCHA must follow the terms and conditions of the RCC to complete the RAD conversion process.

NOW, THEREFORE BE IT RESOLVED ON THIS 21st DAY OF January, 2020, that the Board of Commissioners of the Ocean City Housing Authority hereby authorizes the Executive Director to execute the RAD Conversion Commitment and to take all actions necessary including execution all HUD documents and New Jersey Mortgage and Finance Agency Documents to complete the RAD/Section 18 Blend conversion consistent with the Terms and conditions of the RAD Conversion Commitment.

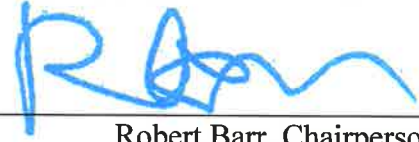
ADOPTED: January 21, 2020

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: _____

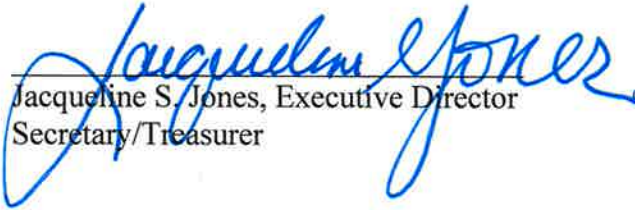


Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's Board of Commissioners held on January 21, 2020 at Administrative Offices – 204 4th Street, Ocean City, New Jersey.

By: _____



Jacqueline S. Jones, Executive Director
Secretary/Treasurer

**Rental Assistance Demonstration (RAD)
Conversion Commitment (Public
Housing; First Component)**
**U.S. Department of Housing and
Urban Development
Office of Multifamily Housing**

Complete each box, even if information is duplicative			
Proposed Name and Address of Covered Project: Speitel Commons at Bayview Manor 308 6th Ave. Ocean City, NJ 08226	Proposed Project Owner: Housing Authority of the City of Ocean City 856 691-4099 ijones@vha.org Project Owner is controlled by: <input checked="" type="checkbox"/> Control by a Public Body <input type="checkbox"/> Control by a Non-profit Body	Proposed Project Owner Notice Address: 204 4th Street Ocean City, NJ 08266	
Existing Ownership Entity, Name and Address of Converting Project: Ocean City Housing Authority BAY VIEW MANOR / PECKS BEACH SENIOR 308 6th Ave Ocean City, NJ 08266	PHA: Ocean City Housing Authority Contact phone/email: PHA is an MTW agency: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	PHA Notice Address: 204 Fourth Street Ocean City, NJ 08226	
Dwelling Units in Covered Project (specify total # of dwelling units, and # of RAD, non-RAD income restricted, market, and manager units): Total Units: 81 RAD Units: 61 LIHTC Units: 0 Market Units: 0 Other Affd Units: 20			
PIH Information Center (PIC) removal application number (a/k/a Demolition-Disposition Application Number (DDA#)): DDA0010514			
Converting Project PIC Number(s) <i>(for all items to the right in this row, list data by each AMP # in the cells below):</i>	# of units converting to RAD to be removed from each AMP:	# of non-converting units to be removed from each AMP (e.g., due to a de minimis reduction):	Total # of units to be removed from each AMP (sum of two middle columns):
NJ053000001	61	20	81
<input type="checkbox"/> Project-Based Rental Assistance (PBRA) <input checked="" type="checkbox"/> Project-Based Vouchers (PBV). If PBV, list HAP Contract Administrator (PHA or another housing authority): <u>Vineland Housing Authority (NJ0000063)</u>			Number of HAP Contracts and Term length of each HAP Contract: 1 contract(s) 20 years
Reserve Fund for Replacements Amount of Total Monthly Deposit to Replacement Reserve upon effective date of the HAP contract <u>\$3,712.50</u>			

Key features of Covered Project:**General:**

- ☐ Ground lease
☐ Transfer of Assistance
☐ Scattered-site project
☒ Major non-dwelling assets (e.g., free-standing buildings, community or commercial facilities or significant unimproved acreage) (explain below).
☒ Existing included in the PIC removal application listed on page 1
☐ To be added to the Covered Project
☐ PHA's sole project or, together with substantially concurrent conversions, the PHA's last public housing project to convert

Inter-Related Projects:

- ☐ Multi-phase conversion
☐ Converting Project is adjacent to public housing units within the same AMP that are not converting (not a full conversion of a contiguous project)
☐ Rent Bundling
☐ This is a donor property
☐ This is a recipient property
 (Identify below the associated properties in the rent bundling arrangement and when the other projects have/are expected to close)

Construction:

- ☐ Demolition of current public housing units
☒ New Construction. If new construction, is HAP contract to be entered into:
☒ at Closing, or
☐ upon construction completion

Relocation:

- ☐ Tenants will be Relocated for >12 months
☐ Tenants will be Relocated for ≤12 months
☐ No relocation anticipated

Financing:

- ☐ FHA-Insured Financing anticipated
 If so, date of Firm Commitment: _____
☐ Low-Income Housing Tax Credits anticipated
 Date of any allocating agency closing deadline: _____
☒ Conventional financing anticipated
☐ No new FHA-Insured, LIHTC or conventional financing
☐ Existing debt, such as EPC, CFFP, OFFP or existing mixed-finance debt (list below the type of debt, whether it will remain outstanding post-conversion and, if not, whether it will be paid off prior to or at closing)
☒ Public housing funds in Sources and Uses

Unit Configuration:

- ☐ Reduction in units. If checked, 0 (#) units reduced based on the following authority:
☐ De minimis associated with this transaction (# of 0 units)
☐ De minimis associated with another transaction (# of 0 units) (explain below)
☐ Other (explain below)
☒ Change in unit configuration (explain below)

If additional information is necessary to clarify the features above and/or if there are other important features of the Transaction not described above, such additional information may be listed here:

At Bayview Manor, 6 zero bedroom units will become one-bedroom units.

RAD Rehab Assistance Payments:

Per Unit Monthly RAD Rehab Assistance Payment: \$ 369

Maximum # of units eligible for RAD Rehab Assistance Payments: 61 Units

Choice Mobility:

- ☒ Project Owner will comply with RAD Choice Mobility practices.
☐ Project Owner is exempt from implementing the RAD Choice Mobility practices with respect to the RAD units in the Covered Project.

Repairs:

- a. Estimated number of months for completion for all Work (number of months the property is eligible for Rehab Assistance Payments): 18 months
 b. Final completion deadline for all Work (after which Project Owner is in default): 09/01/2021

This commitment ('Commitment') to participate in the Rental Assistance Demonstration ('RAD') and convert the assistance of the Converting Project named in the above table is entered into by and among Ocean City Housing Authority, a public housing authority organized and existing under the laws of New Jersey ('PHA'); HOusing Authority of the City of Ocean City, a Public Housing Authority organized and existing under the laws of New Jersey ('Project Owner'); and the United States Department of Housing and Urban Development, acting by and through the Secretary, his or her successors, assigns or designates ('HUD'), as of the date executed by HUD below. If the PHA is to be the owner of the Covered Project, the PHA shall also be identified as the Project Owner.

TERMS AND CONDITIONS:

1. **Applicable HUD Regulations and Requirements.** By converting assistance and entering into the Closing Documents contemplated in this Commitment, the PHA and Project Owner agree, each as and to the extent applicable, to operate the Covered Project in accordance with all applicable law, including without limitation the Consolidated and Further Continuing Appropriations Act of 2012 (Pub. L. 112-55, signed November 18, 2011, as amended) ("RAD Statute"); all applicable program requirements and guidance, including without limitation Notice PIH-2012-32, as amended and revised from time to time (the "RAD Notice") or any successor or additional statutes, regulations or guidance; and the terms and conditions set forth below (collectively, the "Program Requirements"). Any conflicts between this Commitment and any other HUD requirements shall be conclusively resolved by HUD. Any capitalized terms used herein but not defined have the meanings given them in the RAD Notice.
2. **Acceptance of Commitment/Expiration.**
 - a. This Commitment shall terminate thirty (30) days from the date executed by HUD unless the PHA and Project Owner execute and return an unaltered copy of this Commitment to HUD, at the address that appears on the last page of this Commitment.
 - b. This Commitment shall not be effective or enforceable against HUD until all conditions stated herein have been satisfied in HUD's determination.
 - c. Unless all conditions stated herein have been satisfied as determined by HUD and the transactions contemplated by this Commitment (collectively, the "Transaction") are closed within 90 days from the date executed by HUD, this Commitment shall, unless extended by HUD in writing, expire and be of no further force or effect. Upon expiration, all rights and obligations of the respective parties shall cease.
3. **Closing Requirements and HUD Approvals.** As used in this Commitment, "Closing" means execution of all binding legal instruments connected to the transaction contemplated by this Commitment and, if applicable, recordation of such instruments. All requirements set forth in this Commitment must be completed to HUD's satisfaction before the Closing can occur. A Closing checklist ("Closing Checklist") is attached hereto as Exhibit E and incorporated herein. The Closing Checklist lists those items HUD has determined necessary to be submitted to and approved by HUD in order for the Closing of this Transaction to occur. Should HUD determine that any other documents or items (in addition to those listed on the Closing Checklist) are necessary to meet the terms of this Commitment or Program Requirements, the PHA and Project Owner agree to provide such documents or other items in such form and substance as acceptable to HUD or to terminate this Commitment and not proceed to Closing. Unless otherwise agreed by HUD, in the case where the Project Owner differs from the PHA, all post-closing requirements and obligations contained herein will apply to the Project Owner after the Closing. Any determination, approval or decision of HUD pursuant to this Commitment shall be in HUD's sole and absolute discretion. Unless otherwise set forth in writing by HUD prior to Closing, HUD's execution and release of the Closing Documents shall constitute any approvals or decisions required herein and not previously given in writing.
4. **Public Housing Requirements.** The PHA and Project Owner acknowledge that the Converting Project remains subject to the United States Housing Act of 1937, its Consolidated Annual

Contributions Contract and any amendments thereto, and all other pertinent Federal statutory, executive orders, regulations and other guidance, as those requirements may be amended from time to time (collectively the "Applicable HUD Requirements"), and shall not be subject to the HAP Contract, until the effective date of the HAP Contract. Unless HUD gives written instructions otherwise, for so long as the Converting Project remains public housing, the PHA and Project Owner shall take all steps necessary to ensure that:

- a. Fire and other property insurance as required under Applicable HUD Requirements are and shall be maintained in full force and effect;
- b. All ordinary and necessary operating expenses pursuant to Applicable HUD Requirements of the Converting Project are and shall be paid; and
- c. The Converting Project remains in compliance with Applicable HUD Requirements, including without limitation all requirements related to the physical condition of the Converting Project and any remedial agreements between HUD and the PHA and remedial judicial or administrative orders, except as expressly modified by this Commitment and/or the Closing Documents.

Upon the Closing, the PHA shall certify in writing that the foregoing requirements have been met through the date of the Closing.

5. **HUD Review of Project Ownership.** The PHA and Project Owner agree that HUD approval of the ownership and control of the Covered Project is a condition of closing. The PHA shall not transfer any ownership interest in the Converting Project prior to the Closing.
6. **Closing Documents.** The PHA and Project Owner shall execute or cause to be produced, as appropriate, such agreements, instruments, certificates and other documents as HUD may require to complete the Transaction (collectively, the "Closing Documents"), using forms prescribed by or acceptable to HUD and completed, executed, recorded and/or filed in the number of copies and in such manner as directed by HUD. Without limiting the foregoing, the Closing Documents may include:
 - a. If applicable, one or more releases or partial releases of the applicable Declaration(s) of Trust or comparable document;
 - b. a RAD Use Agreement (document HUD-52625);
 - c. a Housing Assistance Payments Contract (for PBRA, documents HUD-52620 and HUD-52618; for PBV, HUD-52530A Parts I and II and HUD-52621), including any required exhibits;
 - d. Certifications and assurances; and
 - e. Any additional documents required by HUD in order to determine whether criteria for Closing have been met.
7. **Use Agreement Priority.** A title report must be provided for the Converting Project and Covered Project. In addition, an owner's pro forma title policy may be requested for the Covered Project involving the addition of financing to be secured by the Covered Project. Unless otherwise approved by HUD, the RAD Use Agreement shall be superior to any and all liens and/or encumbrances against the Covered Project, including, without limitation, the lien evidenced by any and all mortgages, deeds of trust and other financing documents and regulatory documents related to the Covered Project (including any LIHTC use agreement). The Project Owner shall obtain consents or subordination agreements, and have such documents executed, as HUD may determine necessary to establish such priority.
8. **Expenses and Transaction Costs.** Except as otherwise set forth in this Commitment, regardless of whether the Transaction is consummated, HUD shall not be responsible for any expenses or transaction costs incurred by or at the direction of the PHA or Project Owner in connection with the Transaction (including without limitation, fees for consultants, attorneys, environmental contractors, tax advisors and accountants; city, county and/or state taxes and/or fees; recording fees, prepayment penalties and/or premiums; costs for title insurance and title examination; surveys and appraisals).
9. **Tax, Financial, and Legal Consequences.** HUD has not provided, nor shall it provide, any opinions, representations, warranties, or covenants to any party regarding any federal, state and/or local tax consequences, financial consequences, or legal consequences relative to the

Transaction. The PHA and Project Owner acknowledge that funding of the contemplated Housing Assistance Payment Contract (HAP Contract) is subject to appropriations.

10. **Certifications, Representations and Warranties by the PHA and Project Owner.** Any statement, certification, representation or warranty made by the PHA or Project Owner in or pursuant to this Commitment is true and correct when given, and shall remain true and correct at all times through and including the Closing. In the event any such statement, certification, representation or warranty is no longer complete or correct, and without limiting HUD's rights and remedies, the PHA or Project Owner, respectively, shall notify HUD in writing immediately. Without limiting the foregoing, the PHA and Project Owner, respectively, hereby represent and certify to HUD and warrant to maintain the veracity through Closing of the following statements:
- a. All notices required by Program Requirements relating to the transaction have been timely provided to such persons and in a manner complying with applicable Program Requirements.
 - b. The PHA and the Converting Project continue to meet all program eligibility requirements as stipulated in the RAD Notice.
 - c. With the exception of any transfers under the PHA's Admissions and Continued Occupancy Policy or as otherwise approved by HUD, the PHA has not relocated any residents of the Converting Project in connection with the Transaction prior to the date this Commitment is executed by all parties.
 - d. Except as specifically disclosed to and accepted by HUD in writing, neither the PHA nor the Project Owner (including, but not limited to Board Members, principals and executives of the PHA or Project Owner) has any knowledge that it (or any Board Members, principals and executives of the PHA or Project Owner in their official capacity as members, principals or executives of the PHA or Project Owner, as applicable) is the current subject of, nor has received any pending notice of, any debarment, suspension or other administrative proceeding, audit or investigation by HUD, including without limitation by the Inspector General, the Departmental Enforcement Center, or the Office of Fair Housing and Equal Opportunity, or any other Federal or state government agency, whether or not sanctions have been imposed against such party.
 - e. No disclosed debarment, suspension or other administrative proceeding, audit or investigation would impact the PHA's or the Project Owner's ability to carry out its obligations as contemplated under this Commitment.

Upon the request of HUD, the PHA shall provide HUD with evidence satisfactory to HUD relating to each of the foregoing certifications. Execution of the Closing Documents by the PHA and the Project Owner, respectively, constitute re-certification to HUD of the foregoing statements.

11. **Successors and Assigns.** This Commitment and its attachments are binding upon the PHA, the Project Owner and the successors and assigns of each. Unless otherwise provided herein, this Commitment may not be assigned, in whole or in part, except upon the prior written consent of HUD.
12. **Corrections.** Notwithstanding anything to the contrary contained in this Commitment, the PHA and Project Owner agree to execute, before or after the Closing, such documents, amendments or modifications as HUD deems necessary or appropriate to effectuate the intent of this Commitment or to complete or consummate the Transaction, including but not limited to instruments necessary to correct this Commitment or any of the Closing Documents.
13. **Changes to This Commitment.** HUD has approved a Financing Plan for this transaction. The PHA and Project Owner shall notify HUD of any changes to the terms set forth in the Financing Plan, or any other business terms submitted to HUD. If HUD determines such changes to be material, HUD may require an amendment to this Commitment or other reviews or approvals as HUD determines necessary to account for the changed terms. The final business terms shall be determined as of the Closing and inserted into the applicable Closing Documents. The PHA's and Project Owner's execution of the Closing Documents shall constitute acceptance of the final business terms reflected therein.

14. Sources of Funds.

- a. HUD must review and approve all debt (secured and unsecured) against the Covered Project prior to Closing.
- b. Development Budget. HUD approval of this Transaction is based on the estimated Sources and Uses attached as Exhibit B. Any changes to this Sources and Uses shall be disclosed to HUD and if HUD determines that such changes are material, HUD may require additional review and approvals and/or amendment to this Commitment. PHA and/or Project Owner shall provide HUD with the final certified Sources and Uses upon Closing.
- c. PHA Funds for Development Budget. Where the Transaction includes public housing funds to be contributed by the PHA for uses other than funding the HAP Contract, these funds must be shown on the Sources and Uses. The PHA certifies that all such funds are available and reserved for the Transaction, are irrevocable, and that the PHA has obtained all consents necessary in order for the PHA to commit such funds to the Transaction.
 - i. Prior to Closing, public housing Capital Funds shown in the Sources and Uses must be moved within the HUD Line of Credit Control System (LOCCS) to the "RAD Investment" Budget Line Item (BLI 1504). These funds must be drawn down out of LOCCS at closing and, until they are disbursed for a use shown in the Sources and Uses, made subject to a General Depository Agreement (GDA, form HUD-51999).
 - ii. Until disbursed for a use shown in the Sources and Uses, Public housing Operating Reserves shown in the Sources and Uses must be held in an account or sub-account subject to a GDA.
 - iii. To the extent such funds must be subject to a GDA as described above, the PHA may use a pre-existing GDA if the PHA is making use of separate or segregated accounting. (For example, a PHA may have a pre-existing account for Operating Fund Reserves subject to a GDA and if the converted funds to be used as shown in the Sources and Uses may be adequately separated or segregated for accounting purposes in a sub-account or otherwise remaining subject to the pre-existing GDA, the requirements of this section are fulfilled.)
 - iv. If shown in the Sources and Uses, such funds may be used to satisfy obligations of the Covered Project, including without limitation, funding reserves (for example, to make an initial deposit for a replacement reserve (IDRR)) or payment of construction or other project costs in accordance with this RCC and other project documents. Methods by which the PHA may choose to disburse such funds in accordance with this section include:
 - In a lump sum as a loan to the Project Owner, subject to a loan agreement or other documentation;
 - Incrementally over time as a loan to the Project Owner, subject to a loan agreement or other documentation;
 - In a lump sum to the Project Owner as a grant or otherwise without the expectation of repayment; and/or
 - Incrementally over time to the Project Owner as a grant or otherwise without the expectation of repayment.
- d. No Additional PHA funds. Except for the amounts identified in the Sources and Uses and amounts identified in the HAP Contract to fund the Covered Project in the calendar year of conversion, no public housing funds may be used as an additional source of funds for the Covered Project. By way of illustration and not limitation, after Closing, no public housing funding (including any funds deemed "project funds" or "program income" under public housing regulations) may be used to pay for any costs for any work (Work or other work) done in connection with the Covered Project.

- e. Upon the conversion of assistance, the Converting Project, including any real or personal property thereof, shall no longer be used for public housing purposes, as originally authorized by the U.S. Housing Act of 1937. This Commitment provides instruction for such conversion and the treatment of the Converting Project. Any proceeds of disposition of the Converting Project (or of any real property or improvements that as of the date of this Commitment are considered public housing) in connection with the conversion of assistance contemplated by this Commitment shall be used for affordable housing purposes as defined in the RAD Notice. Any proceeds of any loans of converted public housing funds made in connection with the conversion of assistance contemplated by this Commitment shall be used for affordable housing purposes. Any uses of converted public housing funds listed in the Sources and Uses attached hereto as Exhibit B shall be considered end uses for purposes of 2 CFR Part 200.
- 15. **Moving to Work Considerations.** Participation in RAD by a Moving To Work (MTW) agency does not reflect a determination that the agency will remain an MTW agency, only a determination that the Covered Project will continue to be a RAD project under the terms of the RAD program.
- 16. **RAD HAP Contract Funding in Initial Year.** From the effective date of the HAP Contract through the remainder of the calendar year, the Covered Project will be funded only from available public housing amounts obligated prior to the effective date of the HAP Contract and from any additional public housing amounts that HUD obligates in full or in part, subject to the availability of sufficient appropriations, for the remainder of the calendar year in which the HAP Contract becomes effective. **Project Owner acknowledges that this amount for the first year may be less than the contract rent for subsequent years.** During such time, the PHA will draw down funds from LOCCS as instructed by HUD and transfer amounts to the Project Owner as payments pursuant to the HAP Contract in its capacity as or on behalf of the Contract Administrator, as applicable.
- 17. **RAD Rehab Assistance Payments.** It is anticipated that the Covered Project will be eligible for RAD Rehab Assistance Payments pursuant to its HAP Contract to the extent set forth on the second page of this Commitment.
- 18. **Section 8 Contract Rents.** Exhibit C sets out the monthly Section 8 contract rents that will be specified in the HAP Contract.
- 19. **Planned Construction and Rehabilitation.** Exhibit D sets forth the planned construction, repairs and/or rehabilitation for the Covered Project, including any repairs that need to be completed before closing, to be funded in accordance with the Sources and Uses (the "Work").

The Project Owner hereby represents, warrants and certifies to HUD and will update such representation, warranty and certification at Closing, in a form and substance acceptable to HUD, that the sources of funds are sufficient to pay for the Work and that all Work will be completed timely and in accordance with applicable RAD Program Requirements, including without limitation:

- a. The Work will be completed in accordance with:
 - i. The more stringent of: (1) any applicable national building code, such as Uniform Building Code, Council of American Building Officials Code, or Building Officials Conference of America Code; or (2) applicable state and local laws, codes, ordinances, and regulations;
 - ii. Other applicable Federal requirements including any Federal fire-safety requirements and HUD minimum property standards (e.g., 24 CFR part 200, subpart S for FHA-insured properties);
 - iii. The relevant requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-484 6), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-485 6), and implementing regulations at 24 CFR part 35, as applicable;

- iv. Notice PIH 2014-17 / H 2014-09, issued July 14, 2014 (and any amendments, revisions or successor documents), "Relocation Requirements under the Rental Assistance Demonstration (RAD) Program, Public Housing in the First Component," which relocation requirements include, as applicable, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and its implementing regulations at 49 CFR Part 24 with regard to any relocation of residents;
 - v. Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 24 CFR part 8, including but not limited to accessibility standards, with regard to any "substantial alterations" or other "alterations," each as defined in such regulations, as applicable;
 - vi. The design and construction requirements of the Fair Housing Amendments Act of 1988 and its implementing regulations at 24 CFR Part 100.25, as applicable;
 - vii. Section 3 of the Housing Act of 1968 and its implementing regulations at 24 CFR Part 135 and all of the related regulations, rules and requirements as applicable; and
 - viii. Davis-Bacon prevailing wage requirements, section 12 of the United States Housing Act of 1937, and Contract Work Hours and Safety Standards Act, and all of the related regulations, rules and requirements for any repairs that qualify as "construction" or "rehabilitation" as defined in such regulations, rules and requirements.
- b. Any Work not completed by the final completion date listed on page 2 of this Commitment and set forth in the HAP Contract, including any reduction in the scope of Work listed on Exhibit D, unless an extension of such date or such reduction in scope is approved in writing by HUD, constitutes a default of this Commitment and of any HAP Contract entered into with respect to the Covered Project. Upon such default, HUD may terminate this Commitment and/or HUD may take action to terminate the HAP Contract relating to the Covered Project, as provided in the HAP Contract.
 - c. The Project Owner shall not be entitled to withdraw or take any Distributions from the Covered Project until after completion of the Work and certification of the actual cost of the Work.
 - d. To the extent the Work includes new construction or substantial rehabilitation, the PHA and/or Project Owner shall engage a qualified general contractor who shall obtain either (i) a payment and performance bond from a properly licensed surety, which bond and surety shall be acceptable to HUD, or (ii) a letter of credit, acceptable to HUD.
20. **Reserve for Replacements.** The Project Owner shall establish upon Closing a Reserve for Replacements, with an IDRR as set forth in Exhibit B, the Sources and Uses. Monthly deposits into the Reserve for Replacements will be made in the amount set forth on the first page of this Commitment as set forth in the HAP Contract and adjusted annually in accordance with the HAP Contract and Program Requirements.
21. **Counsel.** Closing is conditioned upon review and approval of the Transaction by HUD, including without limitation a legal review and approval of diligence and closing documents. The PHA and Project Owner, if different than the PHA, agree to select competent counsel in connection with this Transaction in a manner that satisfies the applicable rules of professional conduct. Counsel to the PHA and/or Project Owner, as appropriate, must provide a legal opinion with respect to the following matters and any other matters reasonably requested by HUD:
- a. The PHA and Project Owner are each duly organized, validly existing and in good standing under the laws of the applicable jurisdiction(s);
 - b. The PHA and Project Owner each have the requisite power and authority, and have secured all consents required, to consummate the Transaction;
 - c. Each of the Closing Documents executed by or on behalf of the PHA and/or Project Owner in connection with the Transaction is a legally binding obligation of such party, duly executed and delivered on behalf of such party and enforceable in accordance with its terms;
 - d. There is no litigation or other claim pending or threatened against the PHA, Project Owner or the Covered Project other than as disclosed to and consented to by HUD;

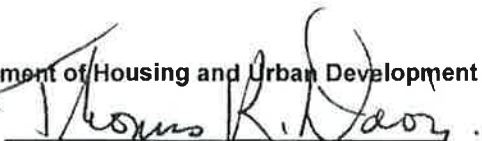
- e. Based upon a pro forma title policy acceptable to HUD and assuming the recordation of documents in the order contemplated by such pro forma title policy, provided counsel has no reason to believe the documents will be recorded in an order other than as listed in such pro forma title policy, the RAD Use Agreement is superior to the lien and/or encumbrance evidenced by any and all mortgages, deeds of trust and other financing documents and regulatory documents of record relating to the Covered Project; and
 - f. All Closing Documents conform with the legal requirements set forth in this RCC and any and all changes to HUD forms or sample language have been disclosed to HUD.
22. **Last public housing unit.** If, upon completion of this RAD conversion and other RAD conversions for which this PHA has an RCC and/or CHAP, the PHA will no longer have residential units in its public housing portfolio, the PHA agrees to comply with additional instructions provided by HUD regarding the close-out of its residential public housing portfolio prior to or after Closing. The PHA acknowledges that failure to comply with HUD instructions may result in withholding Section 8 or other cash payments after Closing pending cure of such violation to HUD's satisfaction.
23. **Non-dwelling assets.** Any non-dwelling assets proposed for removal from PIC in connection with the Transaction must be listed in the PIC removal application (a/k/a Demolition-Disposition Application) identified on the first page of this Commitment and must be approved by HUD.
24. **Special Conditions.** This Commitment is subject to the Special Conditions set forth on Exhibit A.
25. **Exhibits.** The following exhibits are a part of this Commitment and incorporated herein by this reference:
- a. Special Conditions
 - b. Sources and Uses of Funds
 - c. Monthly HAP Contract Rents
 - d. Scope of Work
 - e. Closing Checklist
26. **Entire Agreement; Survival.** The information listed on the chart on the first pages of this Commitment is a part of this Commitment. All prior and contemporaneous oral and written communications are merged herein and superseded hereby, and this Commitment and all exhibits attached constitute the entire agreement between the PHA, Project Owner and HUD with respect to the Transaction. This Commitment, and the responsibilities relating to each respective party, shall survive Closing of the Transaction.
27. **Post-Closing Responsibilities.** The PHA and Project Owner agree to follow the directions of the HUD Closing Coordinator with respect to post-Closing obligations. Without limiting the foregoing, the PHA and Project Owner, as appropriate, will provide evidence of recording of the applicable Closing Documents and copies of any applicable executed HAP contract, recorded Use Agreement, and DOT Release within three (3) business days thereof and will provide copies of the remaining Closing Documents as directed within sixty (60) days of Closing. In addition, the PHA must follow instructions provided by HUD to remove the Converting Project, or portions thereof, from PIC to effect conversion.
28. **Severability.** Should any provision of this Commitment be held by a court of law to be unenforceable, such determination shall in no way compromise the enforceability of the other provisions.
29. **Counterparts.** This Commitment may be executed in counterparts. Electronic copies of signatures (such as those in portable document format (pdf)) shall be evidence of and treated as original signatures.
30. **Consistency with Federal Law.** Nothing contained in this Commitment shall impose on HUD any duty, obligation, or requirement, the performance of which would be inconsistent with federal statutes, rules, or regulations in effect at the time of such performance.

(signature page follows)

Signature Page to RAD Conversion Commitment

Department of Housing and Urban Development

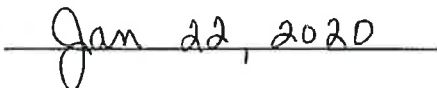
By:



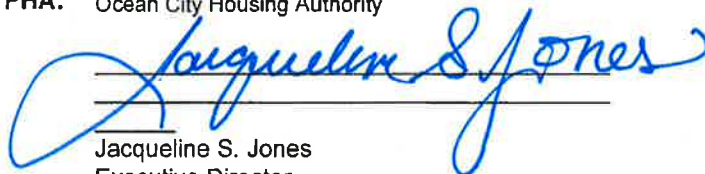
Name: Thomas R. Davis

Title: Director, Office of Recapitalization

Date:



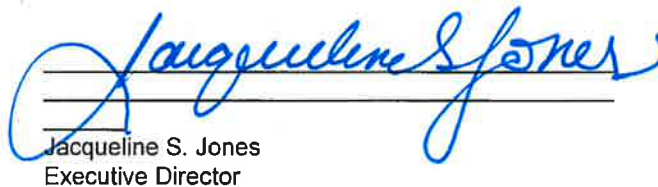
PHA: Ocean City Housing Authority



Jacqueline S. Jones
Executive Director

Project Owner:

Housing Authority of the City of Ocean City



Jacqueline S. Jones
Executive Director

Date:



EXHIBIT A
Special Conditions

- Evidence that the general contractor has obtained a payment and performance bond approved by a surety or a letter of credit acceptable to HUD must be received prior to closing.

Necessary HUD Approvals

Not Applicable

Additional Provisions to the RCC

- As permitted by PIH 2018-04 (HA), Section 3.A.3.c. and as reviewed and approved by the RAD Financing Plan, this conversion includes units that will be subject to a non-RAD PBV HAP or AHAP contract which will be executed in conjunction with the RAD closing. The RAD Use Agreement Section 18 Non-RAD PBV Rider must also be attached to the RAD Use Agreement executed and recorded at closing.
- In conjunction with the RAD conversion, the PHA has agreed to sell, lease, or maintain the land associated with the Pecks Beach Senior site (204 East 4th Street) for Affordable Housing Purposes. At closing, the DOT will be released and the Pecks Beach Senior land will be encumbered by the RAD Transfer of Assistance Restrictive Covenants for Affordable Housing Uses.

Sources and Uses Report

RCC Exhibit B

PHA Name Ocean City Housing Authority

PIC Number NJ053000001A

Property Name BAY VIEW MANOR / PECKS BEACH SENIOR

Transaction Log Last Modified: 01/09/2020

Sources

Hard Debt	\$0.00
Soft Debt	\$4,505,213.00
CDBG	\$4,505,213.00
Grants	\$6,753,943.00
Public Housing Capital Funds (inc DDTF)	\$150,000.00
State or Local Funds	\$6,603,943.00
Equity	\$0.00

Uses

Acquisition Costs	\$0.00
Acquisition Land and Buildings	
Payoff Existing Loans and Payables	
Other Acquisition Costs	
Hard Costs	\$9,896,656.00
Demolition	\$150,000.00
Construction/Rehabilitation	\$8,037,725.00
General Requirements/Overhead/Profit	\$1,109,946.00
Construction/Rehabilitation Contingency	\$598,985.00
Builder's Risk Insurance	
Relocation Costs	\$79,600.00
Soft Costs	\$771,100.00
Architectural Design Fee (Plans & Specs)	\$247,500.00
Construction Management/Budget Planning Fee	
Engineering Fee	\$145,500.00
Feasibility Studies	
Environmental Reports	\$26,000.00
Appraisal/Market Study	
Accounting	\$20,500.00
Survey	\$23,100.00
eCNA Tool	\$15,000.00
Title Insurance/Exam Fee, Closing Escrow	\$23,500.00
Organizational Costs	
Recordation Fee	
Borrower's Legal Counsel	\$72,500.00
Lender's Legal Counsel	
Consultants	\$50,000.00
Other Professional Fees	\$12,500.00
Other Loan Fees	
FHA Fees (MIP, Application, Inspection)	
Tax Credit Financing Fees	
Prepayment Penalty/Premium	
Payables	
Construction Interest (Not Deferred)	
Construction Loan Fees	
Bond Issuance Cost and Fees	
Permits	\$115,000.00
Investor's Legal Counsel	
Bond Legal Counsel	
Permanent Financing Fees	
Furniture, Fixtures & Equipment	
Marketing & Lease Up	\$20,000.00
Reserves	\$200,750.00
Initial Deposit to Replacement Reserve	\$50,000.00
Initial Operating Deficit Escrow	\$60,750.00
Operating Reserve	
Tax and Insurance Escrow	\$90,000.00
Lease-Up Reserve	
Other Reserves:	
Developer Fees	\$311,050.00

TOTAL SOURCES: \$11,259,156.00

TOTAL USES: \$11,259,156.00

EXHIBIT C
Monthly HAP Contract Rents

<u>Number of Contract Units</u>	<u>Number of Bedrooms</u>	<u>Contract Rent</u>	<u>Utility Allowance</u>	<u>Gross Rent</u>
31	0	\$535.00	\$0.00	\$535.00
30	1	\$692.00	\$0.00	\$692.00
0	2	\$0.00	\$0.00	\$0.00
0	3	\$0.00	\$0.00	\$0.00
0	4	\$0.00	\$0.00	\$0.00
0	5	\$0.00	\$0.00	\$0.00
0	6	\$0.00	\$0.00	\$0.00

EXHIBIT D
Scope of Work

(List all work to be done in connection with the Transaction that needs to be completed before Closing)

Not Applicable

(List all work to be done in connection with the Transaction following Closing)

Work Item	Description of Improvement Work	Budget
	Ceilings/Tile/Interior (Speitel Commons)	\$19,603.00
	Aluminum Windows (Non-Critical Repair) (BM)	\$240,000.00
	Roads/Parking (Speitel Commons)	\$48,982.00
	Roofing (Speitel Commons)	\$48,737.00
	CMU Masonry (Speitel Commons)	\$208,747.00
	Clay Brick Masonry (Speitel Commons)	\$94,357.00
	Sprinklers (Speitel Commons)	\$101,139.00
	Finished Carpentry (Speitel Commons)	\$75,024.00
	Renovate the Unit Kitchens (Non-Critical Repair)	\$45,000.00
	Renovate Common Area Walls/Ceilings/Floors (Non-Critical Repair)	\$155,000.00
	Remove 12 Units and Create HA Office (Non-Critical Repair)	\$25,000.00
	Shelving (Speitel Commons)	\$7,456.00
	Doors and Frames (Speitel Commons)	\$75,956.00
	Bath Accessories (Speitel Commons)	\$9,092.00
	Specialties Signage (Speitel Commons)	\$15,911.00
	Trash Compactor (Non-Critical Repair)	\$37,900.00
	Waste Compactor (Speitel Commons)	\$62,621.00
	Concrete (Speitel Commons)	\$1,067,461.00
	Gypsum Underlayment (Speitel Commons)	\$44,209.00
	Casework (Speitel Commons)	\$92,416.00
	Drywall (Speitel Commons)	\$366,550.00
	Landscaping (Speitel Commons)	\$27,436.00
	Site Demolition (Speitel Commons)	\$30,632.00
	Sitework (Speitel Commons)	\$426,522.00
	Sitework Utilities (Speitel Commons)	\$62,719.00
	HVAC (Speitel Commons)	\$399,779.00
	Elevator (Speitel Commons)	\$115,273.00
	Elevator Machinery Upgrades (BM) (Non-Critical Repairs)	\$155,000.00
	Move Laundry Room to 1st Floor (Non-Critical Repair)	\$35,900.00
	Gutters/Downspouts (Speitel Commons)	\$7,952.00
	Interior Doors (Non-Critical Repair)	\$53,900.00
	LED Lighting - Common Areas/Exterior Areas (BM)	\$75,000.00
	Roofing, Soffits, Fascia (BM) (Non-Critical Repair)	\$350,000.00
	Performance Bond (Speitel Commons)	\$69,165.00
	Permits, Bonds (Non-Critical Repair)	\$40,370.00
	Replace Thru-wall Sleeves and PTAC Units (BM) (Non-Critical Repair)	\$305,000.00
	Plumbing (Speitel Commons)	\$380,298.00
	Perform Façade Renovations/Waterproofing (BM) (Non-Critical Repair)	\$275,000.00
	Painting (Speitel Commons)	\$77,879.00
	Fireproofing (Speitel Commons)	\$12,461.00
	Termite Control (Speitel Commons)	\$1,978.00
	Metal Stairs and Railings (Speitel Commons)	\$214,843.00
	Appliances (Speitel Commons)	\$39,076.00
	Insulation (Speitel Commons)	\$152,798.00
	Steel Framing (Speitel Commons)	\$31,921.00
	Electrical - General (Speitel Commons)	\$647,641.00
	Windows (Speitel Commons)	\$77,471.00
	Siding (Speitel Commons)	\$108,709.00
	Renovate the Unit Bathrooms (Non-Critical Repair)	\$45,000.00
	Window Shades (Speitel Commons)	\$13,953.00
	Flooring Apt Unitss (Speitel Commons)	\$185,336.00

Rough Carpentry (Speitel Commons)	\$653,502.00
Install compliant smoke detectors	\$7,750.00
Replace electric panels	\$109,800.00
Install ADA complaint handrails	\$6,500.00
Total	\$8,037,725.00

EXHIBIT E
Closing Checklist
See Attached

Rental Assistance Demonstration Closing Overview & Checklist: Project Based Vouchers (PBV) Conversions

In the following four sections, this document provides an overview of the RAD closing process and instructions on the document submission requirements for PBV conversions:

- 1) General overview of the closing process;
- 2) Quick reference closing document checklist;
- 3) Full checklist with detailed descriptions and information on each submission requirement.
- 4) Instructions for uploading the draft closing package to the RAD Resource Desk

Part 1: General Overview of the Closing Process for PBV Conversions

Assignment of a RAD Closing Coordinator & HUD Field Counsel

Upon issuance of the RAD Conversion Commitment (RCC), the RAD Closing Coordinator will serve as your main point of contact during the closing process. The RAD Closing Coordinator will contact you with instructions and will provide you with the name of the assigned HUD Field Counsel. The Closing Coordinator will also arrange a kick-off call with internal and external parties to discuss the closing process, timelines, and other topics as needed. For additional information on the RAD closing process, please see the "Closing Process for RAD Public Housing Conversions" webinar on www.radresource.net.

Required Closing Documents

A full list of closing documents is shown in Part 2. Not all documents are applicable in all closings. Use the full checklist in Part 3 to understand what's needed for your specific closing document submission. Discuss any questions you may have regarding applicability of documents with your RAD Closing Coordinator and HUD Field Counsel. The latest version of HUD documents and templates can be found in the Closing section of the Document Library on the RAD Resource Desk, www.radresource.net/doclibrary.cfm.

Closing Package Submission

You must submit two copies of the draft closing package, one to your assigned RAD Closing Coordinator and one to your assigned HUD Field Counsel. **All draft closing package submissions to your RAD Closing Coordinator must be uploaded via www.radresource.net. Upload instructions can be found in Part 4 of this document. Your assigned HUD Field Counsel will still need to receive a copy of the draft closing package, either via email, CD, or hardcopy.** Please contact your assigned HUD Field Counsel for their submission instructions. Only complete draft closing packages will be reviewed. The draft closing package should be submitted to both parties within two weeks of RCC issuance and no later than two months following RCC issuance. Failure to submit a closing package within two months will result in your transaction being placed in "Delayed Submission" status where it will be unassigned for your closing coordinator and HUD counsel and your RCC will be at risk of being withdrawn by HUD.

Closing Package Review

Upon receipt of a complete closing package, the RAD Closing Coordinator and HUD Field Counsel will review, provide comments, and work with you to finalize all required documents in order to close. For the purposes of RAD, the closing date is the date of recording. You will receive instructions from your RAD Closing Coordinator regarding documents required to be submitted after closing as part of the final closing docket. Note: FHA-RAD Closings will follow the existing FHA requirements and closing process with the addition of a RAD Closing Coordinator who will review the RAD-specific documents.

Additional Guidance and Requirements for PBV RAD Conversions

Please note that this closing checklist only pertains to the closing of the RAD conversion and that there are additional requirements that the PHA and/or new ownership entity must fulfill as part of the conversion from Public Housing to Section 8 Project Based Vouchers, including leases, submitting 50058 End of Participation prior to the effective date of the RAD PBV HAP contract, etc. Please refer to [RAD's Quick Reference Guide for Public Housing Projects Converting to PBV](#) for more information.

FDS Reporting Requirements for all RAD Conversions

Projects converting to RAD will experience a series of reporting changes based on the timing of the conversion. Consult PIH-REAC PHA Financial Accounting Brief #22: FDS Reporting Requirements for Projects Converting Under RAD. A copy can be found in the Document Library on www.radresource.net.

Important Reminder -for PHAs Leaving Public Housing

If this RAD conversion represents the PHA's last remaining public housing units, consult Notice PIH 2019-13 (HA) for specific requirements and guidance for leaving the Public Housing program.

Part 2: Quick Reference Closing Document Checklist for PBV RAD Conversions

No.	Document	Included
1	Closing Contact List	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Fully executed RAD Conversion Commitment (HUD Form 52624)	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Evidence of Completion of RAD Conversion Commitment Special Conditions	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
4	Request to Amend the RAD Conversion Commitment	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
5	RAD Use Agreement (HUD Form 52625)	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	RAD PBV HAP Contract a) Part 1: HUD Form 52530A Part 1 & HUD Form 52621 (combined) with Exhibits A-E b) Part 2: HUD Form 52530A Part 2 & HUD Form 52621 (combined)	<input type="checkbox"/> Yes <input type="checkbox"/> No
7	Declaration(s) of Trust/Declaration(s) of Restrictive Covenants and any title encumbrance and/or exception documents	<input type="checkbox"/> Yes <input type="checkbox"/> No
8	Release(s) of Declaration(s) of Trust and/or Declaration(s) of Restrictive Covenants	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
9	Title Pro Forma and/or Title Report	<input type="checkbox"/> Yes <input type="checkbox"/> No
10	Survey and Site Plans	<input type="checkbox"/> Yes <input type="checkbox"/> No
11	Sources & Uses	<input type="checkbox"/> Yes <input type="checkbox"/> No
12	Consolidated Owner Certification	<input type="checkbox"/> Yes <input type="checkbox"/> No
13	Certification and Assurances	<input type="checkbox"/> Yes <input type="checkbox"/> No
14	Opinion of Project Owner's Counsel (post-conversion owner)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
15	Opinion of PHA's Counsel	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
16	Tenant Leases (sample)	<input type="checkbox"/> Yes <input type="checkbox"/> No
17	RAD Delayed Conversion Agreement (PBV)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
18	Master Lease/Tenancy Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
19	Organizational Documents for New Ownership Entity a) Organizational chart and list of key partners/principals b) Articles of Organization; By-Laws; Partnership Agreement (as applicable) c) Certificate of Existence, Certificate of Good Standing, or similar document from the Secretary of State providing the legal name of the Project Owner	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
20	Amendments/Releases of Existing Mixed Finance Documents a) Termination of Mixed Finance Amendment to the ACC b) Termination of Regulatory and Operating Agreement (R&O Agreement) c) Lender and PHA Subordination Agreements, as applicable	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
21	Deed	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
22	Ground Lease and Memorandum of Ground Lease	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
23	Evidence of Payoff, Release or Subordination of Existing Debt	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
24	Restrictive Covenants and Land Use Restrictions	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
25	General Depository Agreement (HUD Form 51999)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
26	First Mortgage Financing Documentation a) Note b) Mortgage/Deed of Trust c) Intercreditor/Subordination Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
27	New Junior Debt Supporting Documentation a) Note b) Mortgage/Deed of Trust c) Intercreditor Subordination Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
28	Bond Financing Documentation a) Documentation that issuance of the bonds has been authorized b) Firm Commitment to purchase the bonds	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
29	LIHTC Equity Documentation a) Equity Commitment, including the pay-in schedule b) LIHTC Reservation Letter	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
30	New Construction or Substantial Rehabilitation Documentation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

	a) Evidence that the General Contractor has obtained either (i) a payment and performance bond from a properly licensed surety; or (ii) a letter of credit b) Owner Completion Guarantee Agreement	
31	HUD Form(s) 50075.1 with Budget Line Item 1504	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
32	HUD Form 50075.1 with Budget Line Item 1503 and Initial Year Funding Tool	<input type="checkbox"/> Yes <input type="checkbox"/> No
33	Other Items a) Non-RAD PBV HAP or AHAP contract(s) for RAD/Section 18 blend transactions b) Post Closing RAD Restrictive Covenants(s), as applicable c) Other relevant documents	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
STEPS TO BE COMPLETED IMMEDIATELY AFTER CLOSING		
34	Form 50058 End of Participation (EOP)	<input type="checkbox"/> Yes <input type="checkbox"/> No
35	Email the following documents (as applicable) to your Closing Coordinator within 3 days of recording: 1) Recorded Release of Declaration(s) of Trust/Declaration(s) of Restrictive Covenants; 2) Recorded RAD Use Agreement(s); 3) fully executed HAP Contract(s), 4) fully executed RCC Amendment; 5) Recorded Post-Closing RAD Restrictive Covenants; 6) Any other documents requested in the RAD escrow instructions letter	<input type="checkbox"/> Yes <input type="checkbox"/> No
36	Upload Final Closing Docket to www.radresource.net	<input type="checkbox"/> Yes <input type="checkbox"/> No
37	No rehab transactions only: Submit the RAD Completion Certification to HUD via www.radresource.net within 10 days of the HAP effective date. Note: For transactions with rehab (per Exhibit D of the RCC), the RAD Completion Certification is due 45 days after construction completion.	<input type="checkbox"/> Yes <input type="checkbox"/> No

Part 3: Full Closing Checklist for PBV Conversions

No.	Document	Applicability	Notes and Instructions
1	RAD Closing Contact List	Always applicable	<ul style="list-style-type: none"> • Provide this list as soon as possible and no later than with the submission of your draft closing package. • The list should include full contact information for all parties that will be involved in the closing including - but not limited to- PHA, Project Owner, Existing Owner (if different from the PHA or Proposed Project Owner), PHA counsel, Project Owner's Counsel, third party Escrow Agent who will receive & hold the HUD-executed RAD documents in escrow as directed by HUD, etc.
2	RAD Conversion Commitment (RCC) – HUD Form 52624 (fully executed)	Always applicable	<ul style="list-style-type: none"> • Execution/Termination/Extensions: <ul style="list-style-type: none"> ○ Must be fully executed by authorized representatives of the PHA, Project Owner, and Existing Owner (if different entities) within 30 days of issuance or the RCC will be terminated and must be reissued. ○ For existing Mixed Finance conversions where the PHA is not the current owner, the PHA must still execute the RCC as an acknowledging party. ○ Note that the RCC expires 90 days after issuance unless extended by HUD. HUD expects your transaction to closing within this timeframe. RCC extension requests should be sent to your assigned RAD Closing Coordinator in advance of expiration. • Return/Submission of Fully Executed RCC: <ul style="list-style-type: none"> ○ Upload a copy of the fully executed RCC within 30 days of issuance to the RAD Resource Desk. It should be uploaded as Item 2, Fully Executed RCC, in the Closing Document Upload section • Changes/Amendments: <ul style="list-style-type: none"> ○ No changes to the RCC language are allowed. ○ If you believe corrections are needed to the HUD-executed RAD Conversion Commitment please contact your RAD Closing Coordinator immediately; HUD may process an amendment to the RCC to incorporate the corrections as applicable. The HUD-executed RCC must still be countersigned within the 30-day timeframe. ○ If terms outlined in the RCC have changed, submit a request to your RAD Closing Coordinator outlining the requested changes. See item #4 in this closing checklist for information on submitting RCC amendment requests.
3	Evidence of Completion of RAD Conversion Commitment Special Conditions	Conversions with special conditions listed in the RCC.	Upload relevant documentation pertaining to any Special Conditions. Work with your Closing Coordinator to ensure all conditions are satisfied prior to closing. Any certifications can be included in the Consolidated Owner Certification.

4	Requests to Amend the RAD Conversion Commitment	Applicable if proposing changes to the RCC for corrections or revisions	<ul style="list-style-type: none"> Not required to be submitted with the draft closing package but should be submitted as soon as possible. The RCC amendment request should be uploaded to the RAD Resource Desk and should detail all requested changes and justifications as appropriate. An RCC amendment may be required whenever there is a change to the RCC or its' exhibits, including Sources & Uses. Any changes to the Sources & Uses or financing terms require an update to the Transaction Log on www.radresource.net. Please discuss any requested amendments with your RAD Closing Coordinator.
5	RAD Use Agreement – HUD Form 52625	Always applicable	<ul style="list-style-type: none"> Parties: The Project Owner and HUD are parties to the Use Agreement. If there is a ground lease, the fee owner (generally the PHA) and the Project Owner <u>both</u> execute the Use Agreement. Prepare HUD's signature block for the Director, Office of Recapitalization. Include a Washington, D.C. notary block. Your assigned RAD Closing Coordinator can provide you with a copy of the appropriate signature block if needed. Legal Description: Unless there is a transfer of assistance, the legal description on the Use Agreement(s) will generally cover all property released from DOT. Where assistance is being transferred to a different site, ensure that the Use Agreement encumbers the Covered Project (the project that will be receiving Section 8 subsidy), not the Converting Project (current public housing project). Term: Ensure that the initial term of the Use Agreement matches the approved HAP contract term. Local Recording Requirements: The Use Agreement must contain all formalities required for recording a deed in the jurisdiction of recordation (i.e., notary/acknowledgement, seal, etc.). Priority: The RAD Use Agreement must be superior to all financing documents (including FHA-insured mortgages). Partial vs Full Release: If the DOTs/DORCs are being partially released, include the word "partially" in the reference to that DOT/DORC Release in the Use Agreement; if the DOTs/DORCs are being fully released, include the word "fully" in the reference to that DOT/DORC Release. No changes to the form are allowed (other than changes to the signature pages to reflect state recording requirements). Include the Covered Project's name and PBV HAP project number.
6	RAD PBV HAP Contract a) Part 1 - HUD Form 52530A Part 1 & HUD Form 52621 (combined), with Exhibits A-E b) Part 2 - HUD Form 52530A Part 2 & HUD Form 52621 (combined)	Always applicable	<ul style="list-style-type: none"> Completed by PHA/Owner's Counsel. No changes to the boilerplate HAP contract language are permitted. If applicable, HUD will provide the Rehab Assistance Payment in the RCC to be input in Part 2 of the PBV HAP Contract. The HAP Contract effective date must be the first day of either the first or second month following closing; for example, for a 9/3/16 closing, the HAP contract effective date should be 10/1/16 or 11/1/16. Labor Standards Addendum (HUD Form 5679) must be attached to the HAP contract as Exhibit E.

7	Declaration of Trust and any title encumbrance and/or exception documents	Always applicable	<ul style="list-style-type: none"> • Provide a copy of any Declarations of Trust and/or Declarations of Restrictive Covenants in force, with their recording information, even if they are not shown on the Title Pro Forma. • Submit any documents referenced in the legal description for the project (i.e. Plat/Parcel Map, etc.) • Along with the title report and/or pro forma, provide a copy of all title exceptions and encumbrances
8	Release of the Declaration of Trust (DOT) and/or Declaration of Restrictive Covenants (DORC)	Unless approved by HUD in accordance with RAD requirements, only property that is part of the Covered Project (the project that will receive PBV or PBV assistance and will be covered by the RAD Use Agreement) is eligible for DOT/DORC Release through RAD.	<ul style="list-style-type: none"> • There is a HUD-approved sample form found on www.radresource.net but variations are allowed. • If all land encumbered by the DOT/DORC is not converting through this transaction, ensure that the title and body of the document indicate that it is a <i>partial</i> release. If all land encumbered by the DOT/DORC is converting through this transaction, ensure that the title and body of the document indicate that it is a <i>full</i> release. • If non-dwelling buildings and/or vacant land are associated with the Covered Project, the PIH Field Office must determine whether such assets may be released per the RAD Notice. • When there is a phased conversion of a public housing project, HUD will look to the deal specifics to determine which property, if any, will be released from the DOT/DORC. In such situations, consult with HUD prior to submitting a draft closing package. • Ensure that the Release fulfills state recording requirements. • Prepare HUD's signature page for the General Deputy Assistant Secretary for Public and Indian Housing. Include a Washington, D.C. notary block, and a witness statement/signature line below the signature block. • The legal description should identically match the legal description used in the title work. Any deviations must be explained to the satisfaction of HUD.

9	Title Pro Forma and/or Title Report All proposed recorded documents must be listed in proper order.	Always applicable	<ul style="list-style-type: none"> • Include a title report (always) and Owner's Pro Forma Policy (if applicable) • In cases where there is a transfer of assistance, title work must be provided for both the Converting Project and the Covered Project. • The title search must search back at least to the vesting deed to the PHA. <ul style="list-style-type: none"> ◦ If the title work reveals that a Converting Project is not covered by the appropriate current DOT/DORC, a DOT/DORC may need to be recorded. Please contact your RAD Closing Coordinator for further instruction. The current versions of the DOTs for Development and Modernization are available at http://portal.hud.gov/hudportal/HUD?src=/program/offices/administration/hudclips/forms/hud5. ◦ Financial Liens and use restrictions must be subordinated to the RAD Use Agreement or released. All other encumbrances must also be subordinated unless HUD determines, in its sole discretion, that the encumbrance will not negatively impact the Covered Project. • If a title policy will be issued, provide a copy of the pro forma and a copy of the final policy (when issued) to HUD Field Counsel. • If no new debt is proposed as part of the RAD conversion and no party is receiving a title policy, a title report is acceptable. Ensure that the title report is dated within 30 days of when the HUD Field Counsel receives the complete draft package. Depending on the amount of time the deal takes to close, HUD Field Counsel may require an updated title report. • The legal description on the pro forma, title report and Use Agreement must precisely match. If this description does not match the DOT legal description, sufficient evidence must be provided for the HUD Field Counsel to determine (in her sole discretion), that the descriptions cover the same property. • Documents may be recorded in the following order: <ul style="list-style-type: none"> ◦ Release of DOT/DORC (if applicable) ◦ Deed or Memorandum of Ground Lease (ground lease or memo of ground lease must contain HUD required provisions subordinating to the Use Agreement) ◦ RAD Use Agreement (always applicable) ◦ Mortgages and Use Restrictions (as applicable) • <i>RAD-FHA conversions:</i> <ul style="list-style-type: none"> ◦ <i>The RAD Use Agreement must appear on schedule B-1 of the title policy.</i> ◦ <i>Include only the lender's pro forma in the draft closing package unless HUD Counsel specifically requests to also receive the title commitment or title report.</i>
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10	Survey and Site Plans	Always applicable	<ul style="list-style-type: none"> A hard copy full-sized survey of the Covered Project must be included in the draft RAD closing Package sent to the HUD Field Counsel. If DOTs or DORCs will be released from the Converting Project, a full-sized survey must also be provided for the Converting Project. <ul style="list-style-type: none"> If a recent survey is available, include a full-sized copy in the draft closing package submitted to HUD Field Counsel. If a recent survey is unavailable, there is no change to the existing footprint of buildings and no party is requiring a new survey, an old survey may be acceptable at HUD Field Counsel's sole discretion. Site plans are encouraged and must be submitted for new construction. <i>If the transaction also involves FHA financing, the Covered Project's survey must comply with all FHA requirements.</i> Discuss any concerns regarding the survey requirements with your HUD Field Counsel.
11	Sources & Uses	Always applicable	<ul style="list-style-type: none"> Final executed Sources & Uses must be submitted prior to closing. If the Sources & Uses are changing prior to closing from what's shown in the RCC exhibit, the RCC may need to be amended. Check with your RAD Closing Coordinator. Any change to the Sources & Uses or key terms requires an update to the RAD Transaction Log "As Closed" column on www.radresource.net
12	Consolidated Owner Certification	Always applicable	<ul style="list-style-type: none"> This document includes required certifications and can be tailored to include any requirements/special conditions noted in the RCC. A draft of this document must be submitted for review and approval as part of the draft closing package. Prior to closing, a PDF of the fully executed certification must be sent to your Closing Coordinator. See sample template available for download on www.radresource.net. The certification is frequently updated so please reference the latest version posted online.
13	Certification and Assurances	Always applicable	<ul style="list-style-type: none"> All submitted closing documents must be listed. A draft of this document must be submitted for review and approval and then executed prior to or at closing; The executed version must be submitted to HUD Field Counsel within 3 days of closing. Attach redlines to the executed version showing changes made to the documents listed since sign-off by HUD. See sample template available for download on www.radresource.net. The document should reflect the following recording order: <ol style="list-style-type: none"> 1. [Partial or Full] Release of Declaration of Trust or Declaration of Restrictive Covenants (if applicable) 2. Deed or Memorandum of Ground Lease 3. RAD Use Agreement (always applicable) 4. Mortgages and/or Use Restrictions (if applicable)
14	Opinion of Project Owner's Counsel (Post-Conversion Owner)	Applicable if the PHA will not retain ownership.	<ul style="list-style-type: none"> If the PHA will not retain complete, direct ownership of the Covered Project after conversion, opinions are required by both Post-Conversion Owner's Counsel and PHA's Counsel. A template containing HUD-required language is available on www.radresource.net.

15	Opinion of PHA's Counsel	Applicable if the PHA will not retain ownership.	<ul style="list-style-type: none"> If the PHA will not retain complete, direct ownership of the Covered Project after conversion, opinions are required by both Post-Conversion Owner's Counsel and PHA's Counsel. A template containing HUD-required language is available on www.radresource.net.
16	Tenant Leases	Always applicable	<ul style="list-style-type: none"> Provide the form of lease and any addendums There is no model lease for the PBV program. The owner must provide a written lease that meets the requirements spelled out in 24 CFR §983.256 24 CFR. The lease must include the HUD-required tenancy addendum (HUD Form 52530), which is available for download on HUDCLIPS. The RAD "House Rules" should be attached and must control notwithstanding any provision of the lease. A sample is available on www.radresource.net Must not contain provisions challenging RAD's tenant rights of return and grievance procedures
17	RAD Delayed Conversion Agreement (PBV) (formerly known as the New Construction Agreement)	For conversions in which the assistance is being transferred to a new site and tenants will remain in their current units until construction of the new site is completed. In this scenario, a PHA may choose a Delayed Conversion Agreement (#17) or Master Lease/Tenancy Addendum (#18).	<ul style="list-style-type: none"> The existing public housing units will continue to receive public housing subsidy and remain subject to PIH requirements until construction is complete. The PBV HAP contract is not executed at closing; it is executed and becomes effective at the time that tenants transfer to the new site. The PHA/Owner should still submit a copy of the RAD PBV HAP Contract and all exhibits for review as part of the draft closing package (as exhibits to the Delayed Conversion Agreement). Although the HAP contract is not executed at closing, the RAD Use Agreement is recorded against the Covered Project at closing. The Converting Project's DOTs are not released. The required Delayed Conversion Agreement template is available on www.radresource.net.
18	Master Lease/Tenancy Addendum	For conversions in which the assistance is being transferred to a new site and tenants will remain in their current units until construction of the new site is completed. In this scenario, a PHA may choose a Delayed Conversion Agreement (#22) or Master Lease/Tenancy Addendum (#23).	<ul style="list-style-type: none"> In transactions involving new construction and a transfer of assistance, if residents are remaining in the Converting Project until the Covered Project is constructed, the parties may elect to enter into a Master Lease between the PHA and Project Owner for leasing the Converting Project. (The other option for this scenario is execution of a Delayed Conversion Agreement – see above) Under the Master Lease, the RAD conversion occurs at closing, the Converting Project's dwelling units are removed from PIC at closing and a HAP contract is entered into at the time of closing. Through the Master Lease, the Project Owner leases the tenants' units from the PHA and then subleases the units to the tenants (who are now Section 8 tenants). There is a HUD-approved Master Lease template. A Tenancy Addendum may be used in lieu of a Master Lease. The PHA should be aware of the limitations on the use of federal funds created by use of the Master Lease structure. For example, if there is an indemnification provision, the PHA cannot use federal funds to fulfill those obligations.

19	Organizational Documents for New Ownership Entity a) Organizational chart & List of Key Partners/Principals b) Articles of Organization; By-Laws; Partnership Agreement (as applicable) c) Certificate of Existence, Certificate of Good Standing, or similar document from the Secretary of State providing the legal name of the Project Owner.	Required when the Covered Project Owner is not the PHA; even if the PHA is transferring ownership to an instrumentality, the instrumentality's ownership documents must be provided.	<ul style="list-style-type: none"> The entity must be validly formed and its term of existence must be at least as long as the HAP contract. With the exception of LIHTC deals, the organizational documents must establish PHA or non-profit ownership/control. This statutory requirement is satisfied if: <ul style="list-style-type: none"> The PHA is retaining ownership of the project. The Project Owner is an entity in which the PHA is the sole owner or member. The Project Owner is organized as a nonprofit entity (it need not be a 501(c)(3) entity). In LIHTC deals, PHA control may be established through the owner's organizational documents or the ground lease. <ul style="list-style-type: none"> If control is established through the organizational structure, use the HUD required provisions. (Note: these provisions are distinct from the provisions that must be included in the organizational documents for FHA deals) If control is established through a ground lease, the ground lease must contain the ground lease control provisions available on the RAD Resource Desk. Discuss any proposed alternative method of establishing PHA control with HUD Field Counsel prior to submission of a draft closing package.
20	Amendments/Releases of Existing Mixed Finance Documents (if applicable) a) Release of Declaration of Restrictive Covenants (DORC) b) Termination of Mixed Finance Amendment to the ACC c) Termination of Regulatory and Operating Agreement (R & O Agreement) d) Lender and PHA Subordination Agreements (if applicable)	Applicable where the Converting Project is an existing Mixed Finance Project.	<ul style="list-style-type: none"> For DORC Releases, follow the procedure and requirements discussed above for DOT Releases. The Termination of the Mixed Finance Amendment to the ACC is signed by the appropriate PIH Field Office. Once the draft documents have been deemed legally acceptable, your RAD Closing Coordinator will work with the PIH Field Office to obtain the appropriate signature. If there is a partial conversion of a Mixed Finance Project, with some of the project's units remaining as public housing, the MF Amendment is <i>not</i> terminated; instead, an amendment must be prepared in HQ's Office of Public Housing Investments. Termination of the ACC Amendment and Termination of the R & O Agreement are posted to www.radresource.net.
21	Deed	Applicable if title to the property is being conveyed.	<ul style="list-style-type: none"> When the deed conveys fee simple to the Covered Project Owner, it can contain no reversionary clauses, conditions subsequent or similar provisions; the deed must be for fee simple unless the PHA is ground leasing the land to the Covered Project Owner and simply deeding the improvements. The deed cannot be a Quitclaim Deed. The legal description must match the title policy/title report and RAD Use Agreement.

22	Ground Lease and Memorandum of Ground Lease	Applicable if the property will be subject to a ground lease.	<ul style="list-style-type: none"> • If the Ground Lease is not recorded, submit both the Ground Lease and a Memo of Ground Lease. • Use the HUD-required provisions. • The legal description must match the title policy/title report and RAD Use Agreement. • The Ground Lease must be subordinated to the RAD Use Agreement in accordance with HUD requirements. • In deals where the Covered Project is already covered by a ground lease, the lease must be amended to include the HUD-required provisions unless otherwise approved by HUD. • The lease term must be at least as long as the HAP contract.
23	Evidence of Payoff, Release or Subordination of Existing Debt	Required if there is an existing EPC, CFFP, OFFP, or other form of debt that will be paid off or subordinated at closing.	<ul style="list-style-type: none"> • Provide evidence that the existing debt has been or will be paid off in conjunction with RAD closing. Existing debt being paid off in conjunction with the RAD closing should be shown on the Sources & Uses. • If existing debt is not being paid off at or prior to closing, the debt must be subordinated to the RAD Use Agreement in conformance with HUD guidance. • See the HUD-approved Subordination Agreement form on www.radresource.net.
24	Restrictive Covenants and Land Use Restrictions	Applicable in all deals with land restrictions	<ul style="list-style-type: none"> • Restrictions must be subordinate to the RAD Use Agreement • For non-FHA transactions, use the HUD-approved RAD Subordination Agreement or ensure that the substantive provisions of the template are included in the Restrictive Covenants document. • Restrictions cannot impact the right of tenants to remain in or return to the property after conversion • <i>For FHA transactions, use the FHA Subordination Agreement or other appropriate form per FHA requirements</i>
25	General Depository Agreement - GDA (Form 51999) Latest version of GDA form is dated 10/2014	Required if Public Housing funds are being used as a source of funds and not being disbursed to Project Owner for an approved use at closing.	<ul style="list-style-type: none"> • Consult your RAD Closing Coordinator for specific guidance and requirements. • Public Housing funds used in the transaction must be shown on the Sources and Uses and are subject to a GDA until they are disbursed for the approved use. Once disbursed, the funds need not be subject to a GDA. • Once the funds are transferred from an account held by the PHA to an account held by the Project Owner, such funds are considered disbursed for purposes of whether a GDA is required. • Until disbursed, public housing funds to be used in the transaction must be held in a segregated account or sub-account. If such account is already subject to a GDA, no new GDA is required. • If a new GDA is required, no changes to the HUD form are permitted. <ul style="list-style-type: none"> ▪ No changes to the HUD form are permitted, other than those allowed for in the form itself. • <i>Not required for transactions with FHA financing. Follow FHA guidelines.</i>

26	First Mortgage Financing Documentation: a) Note b) Mortgage/Deed of Trust c) Intercreditor / Subordination Agreement	Required for all conversions obtaining first mortgage financing.	<ul style="list-style-type: none"> New financing documents must be recorded after and explicitly subordinated to the RAD Use Agreement For non-FHA transactions, use the HUD-approved RAD Subordination Agreement or ensure the substantive provisions of the template are included in the appropriate debt documents. <i>In FHA-RAD deals:</i> <ul style="list-style-type: none"> Use the appropriate form of HUD-approved subordination agreement or rider for FHA transactions. The RAD Use Agreement shall be recorded before the HUD-insured mortgage. In FHA-RAD deals, all financing must comply with all FHA requirements. If financing terms have changed since RCC issuance, submit revisions to the RAD Closing Coordinator for HUD review and then update the RAD Resource Desk Transaction Log once the financing changes have been approved.
27	New Junior Debt Supporting Documentation a) Note b) Mortgage/Deed of Trust c) Intercreditor / Subordination Agreement	Required for all conversions with secondary financing or junior debt previously approved in the RAD Financing Plan.	<ul style="list-style-type: none"> If financing terms have changed since RCC issuance, submit revisions to the RAD Closing Coordinator for HUD review and then update the RAD Resource Desk Transaction Log once the financing changes have been approved. Aside from the Note, Mortgage/Deed of Trust, and Intercreditor/Subordination Agreement, no additional documentation is needed to be submitted in the draft closing package.
28	Bond Financing Documentation a) Documentation that issuance of the bonds has been authorized b) Firm Commitment to purchase the bonds	Required for all conversions utilizing bond financing	<ul style="list-style-type: none"> If financing terms have changed since RCC issuance, submit revisions to the RAD Closing Coordinator for HUD review and then update the RAD Resource Desk Transaction Log once the financing changes have been approved. Aside from the documentation regarding issuance and the firm commitment, no additional documentation is needed to be submitted in the draft closing package.
29	LIHTC Equity Documentation a) Equity Commitment, including the pay-in schedule b) LIHTC Reservation Letter	Required for all conversions involving tax credits.	<ul style="list-style-type: none"> If financing terms have changed since RCC issuance, submit revisions to the RAD Closing Coordinator for HUD review and then update the RAD Resource Desk Transaction Log once the financing changes have been approved. Aside from the reservation letter and equity commitment, no additional documentation is needed to be submitted in the draft closing package.
30	New Construction or Substantial Rehabilitation Documentation a) Evidence that the General Contractor has obtained either (i) a payment and performance bond from a properly licensed surety or (ii) a letter of credit b) Owner Completion Guarantee Agreement	New Construction or Substantial Rehabilitation only.	

31	HUD Form(s) 50075.1 with Budget Line Item 1504	Required on all conversions that use PH Capital Funds or RHF Funds in the development budget	<ul style="list-style-type: none"> Required before Closing as soon as a final Sources and Uses is available. Submit to your Closing Coordinator the HUD Form(s) 50075.1 with BLI 1504 manually added that matches the amount of Capital Funds and/or RHF Funds listed as a source in the final executed Sources and Uses. This is to ensure that the Capital Funds and/or RHF funds used in the Development budget will be available at closing. Note that you must submit one form per Capital Fund grant year. Please see "RAD Initial Year Funding Process Instructions" on the Resource Desk for further information.
32	HUD Form 50075.1 with Budget Line Item 1503 and Initial Year Funding Tool(s)	Required on all conversions in order for PHAs to access Capital Funds that will be utilized to fund the project for the remainder of the calendar year of conversion.	<ul style="list-style-type: none"> Required to be submitted once a closing date (& thus HAP effective date) is solidified Complete the HUD Form 50075.1 for current the current Capital Fund grant year with BLI 1503 manually entered Complete the Initial Year Funding Tool(s) with the correct HAP effective date; if a PHA wishes not to utilize Capital Funds for this purpose, input "\$0" in the field that says "Enter Capital Funds Requested for Initial Year." Operating funds are not to be included on the 50075.1. Please see "RAD Initial Year Funding Process Instructions" and the "RAD Initial Year Funding Tool" on the Resource Desk for further information.
33	Other Documents	Submit any other applicable closing documents	<ul style="list-style-type: none"> For RAD Sect 18 blend conversions, upload copies of the non-RAD PBV HAP or AHAP contract(s) using either the PBV HAP Contract for Existing Housing Part 1 (HUD Form 52530b) and Part 2 (52530b) or the AHAP for New Construction or Rehab Part 1 (52531a) and Part 2 (52531b). For transfers of assistance where HUD has approved a DOT release for the converting site per RAD Notice requirements, upload a draft RAD Restrictive Covenants — see templates on www.radresource.net
IMMEDIATELY AFTER CLOSING- ADDITIONAL REQUIRED STEPS			
34	Form 50058 End of Participation (EOP)	Required on all conversions unless there is a Delayed Conversion Agreement; contact the Closing Coordinator for applicability.	<ul style="list-style-type: none"> Required within 5 business days after Closing. In order for HUD to remove the applicable units from the Public Housing Information Center (PIC), a Form-50058 End of Participation (EOP) for the public housing program for all residents still living at the property at RAD conversion must be submitted into PIC. The 50058 EOP must be effective for each resident on the last day of the month before the new HAP will be effective. For example, a property that will have an October 1 HAP effective date should submit EOPs effective September 30 for all residents still living at the property.
35	Recorded Release(s) of Declaration of Trust, Recorded RAD Use Agreement(s), fully executed HAP Contract(s), fully executed RCC Amendment, and other documents	Required on all conversions	<ul style="list-style-type: none"> A PDF of the recorded Release(s) of Declaration of Trust, recorded RAD Use Agreement(s), fully executed HAP contract(s), fully executed RCC Amendment, post-closing RAD Restrictive Covenants, and any other documents identified by HUD as part of your RAD Escrow Instructions Letter must be submitted via email to the Closing Coordinator within 3 business days after recording. Consult your RAD Escrow Instructions letter for specific documents
36	Final Closing Docket	Required on all conversions	<ul style="list-style-type: none"> HUD requests that Post-Closing Dockets be submitted via www.radresource.net within 10 days of the HAP effective date See the Post Closing Instructions on www.radresource.net for details

37	RAD Completion Certification	Required on all conversions	<ul style="list-style-type: none"> • <u>No rehab transactions</u>: Submit the RAD Completion Certification to HUD via www.radresource.net within 10 days of the HAP effective date. • <u>For transactions with rehab (post closing repairs are listed in Exhibit D of the RCC)</u>: The RAD Completion Certification is due 45 days after construction completion.
38	Reminder -- PIH Close Out and FDS Reporting Requirements for RAD Projects	Required on all conversions	<ul style="list-style-type: none"> • Projects converting to RAD will experience a series of reporting changes based on the timing of the conversion. Please see PIH-REAC PHA Financing Accounting Brief #2: FDS Reporting Requirements for Projects Converting Under RAD. A copy can be found in the Document Library on www.radresource.net. • PHAs who are converting their last remaining Public Housing units will need to work with their PIH Field Office on closing out of Public Housing. Please consult Notice PIH 2019-13 (HA)

Part 4: Instructions for Uploading the Draft Closing Package to RAD Resource Desk

The draft closing package submitted to your RAD Closing Coordinator must be uploaded to www.radresource.net. Note that your assigned HUD Field Counsel must receive a copy of the same draft closing package per his or her instructions (email, CD, hardcopy, etc). Consult your HUD Field Counsel for his or her submission preferences.

1. Login to www.radresource.net. Note that you will need upload access in order to upload documents.
2. Navigate to the **My Properties with CHAPs Issued** card and click on the property name. Its status should say **RCC Issued**.
3. The closing page will open. Use the **Go To** navigation option in the menu at the top and select **Closing Document Upload** OR scroll down the page until you see the green heading that says **Closing Document Upload – PBV**.
4. The grid is aligned to the PBV Closing Checklist. Upload each item shown on the grid using the **Browse** and **Upload** buttons. For any items that are not applicable to your closing, select N/A. You can input comments that you'd like your RAD Closing Coordinator to see in the **PHA/Owner Comments** field. You must click **Save for Later** (located at the bottom of the page) for your comments to save.
5. If you have uploaded ALL of the applicable documents and are ready to notify your RAD Closing Coordinator that the package is ready for his or her review, click the red button that says **Submit Closing Package**. **You will not be able to click this button until you have uploaded a document for each line item OR selected "N/A" if no document is uploaded.** If you are not ready to make the submission yet and wish to continue working on it, click **Save for Later**.
6. Email resourcedesk@radresource.net with any upload questions or issues.

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

**RESOLUTION NO. 2020-06
Resolution Awarding Architectural and Engineering Services Contract**

WHEREAS, the Ocean City Housing Authority has solicited Requests for Proposals for Architectural and Engineering Services; and

WHEREAS, three proposals for Architectural and Engineering Services were submitted and reviewed; and

WHEREAS, the Ocean City Housing Authority recommends to its Board of Commissioners a one-year contract to **Haley Donovan LLC** to provide the Ocean City Housing Authority with its architectural and engineering services for one year commencing February 1, 2020 through January 31, 2021 per the rates attached hereunto.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby authorizes its executive director or his designee to prepare and execute the Architectural and Engineering Services contract to **Haley Donovan LLC** for the term indicated above.

ADOPTED: January 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 Board of Commissioners held on January 21, 2020 at Administrative Offices – 204 4th Street, Ocean City, New Jersey.

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

Comparison of A&E Firms Submitting RFP 2020-2021

Evaluation Factors	Vendor Name									
	Possible Points	LSEA Corporation	Haley Donovan Architects	McKernan Architects						
1. Executive Summary	20	18.00	19.00	18.00						
2. Public Housing/HUD Experience	10	9.33	9.33	8.33						
3. Design Approach Renovating Occupied Buildings	10	7.67	8.67	7.33						
4. References	5	5.00	5.00	5.00						
5. Representations, Certifications and other Statements	5	5.00	5.00	5.00						
6. Cost of Services	10	8.67	7.67	6.67						
7. Affordable Housing Experience	5	3.67	4.67	3.67						
8. Experience with Completing work in Occupied Building	15	12.67	13.33	12.67						
9. Project Management Experience	15	14.00	14.33	14.00						
10. Required Documentation	5	5.00	5.00	5.00						
Total Average Score	100	89.00	92.00	85.67						
Cost Breakdown										
Principle Architect per hour		\$ 125.00	\$ 150.00	\$ 165.00						
Staff Architect per hour		\$ 105.00	\$ 120.00	\$ 145.00						
Clerical per hour		\$ 75.00	\$ 60.00	\$ 75.00						
Draftsperson\CAD per hour		\$ 65.00	\$ 100.00	\$ 110.00						
Project Manager per hour		\$ 125.00	\$ 120.00	\$ 145.00						
Civil Engineer per hour		\$ 115.00	\$ 150.00	\$ 155.00						
Electrical Engineer per hour		\$ 115.00	\$ 150.00	\$ 225.00						
Mechanical Engineer per hour		\$ 115.00	\$ 150.00	\$ 225.00						

THE HOUSING AUTHORITY OF THE CITY OF OCEAN CITY

UNIT PRICING - VENDOR MUST FILL IN ALL FIELDS - DO NOT ALTER FORM

Architectural & Engineering Services
UNIT PRICING TABLE PAGE 1 OF 1

CODE	DESCRIPTION	BILLING RATE PER HOUR	ESTIMATED HOURS	TOTAL PRICE
AE-PRIN	Provide price per hour for Principle\Senior Architect	150	40	6,000
AE-ARCH	Provide price per hour for staff Architect	120	20	2,400
AE-CLERICAL	Provide price per hour for clerical work.	60	10	600
AE-CAD	Provide price per hour for Draftsperson\CAD operator	100	20	2,000
AE-PJCTMGR	Provide price per hour for a project manager.	120	20	2,400
AE-ENG-CIVIL	Provide price per hour for civil engineering work. Principle Rate. Vendor must identify the firm being used as required in RFP.	150	5	750
AE-ENG-ELEC	Provide price per hour for electrical engineer. Principle Rate. Vendor must identify the firm being used as required in RFP.	150	5	750
AE-ENG-MECH	Provide price per hour for mechanical engineer. Principle Rate. Vendor must identify the firm being used as required in RFP.	150	5	750

ESTIMATED QUANTITIES LISTED ARE FOR CALCULATION PURPOSES ONLY.

THE HOUSING AUTHORITY RESERVES THE RIGHT TO ADJUST THESE QUANTITIES AS NEEDED.

Total Price of all rows \$ 15,650

FIFTEEN THOUSAND, SIX HUNDRED AND FIFTY
TOTAL PRICE IN WRITTEN WORD FORM

The bid price is to contain all direct and indirect costs, including out-of-pocket expenses.

HALEY DONOVAN, LLC BY: MICHAEL DONOVAN
Firm Name

400 S BROADWAY, SUITE 101 CAMDEN, NJ 08103
Street, Town, State, Zip Code

856-203-6061 N/A
Telephone Fax

Sworn to and subscribed before me 9th
day of Jan. 2020

Signature of proposer if the proposer is an individual
Signature of partner if proposer is a partnership LLC
Signature of officer if the proposer is a corporation

PRINCIPAL
Title

Notary Public
(SEAL)
KATHLEEN R. GILBERT
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50086798
My Commission Expires 7/24/2023