

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
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Jacqueline S. Jones, Executive Director

September 10, 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, September 15, 2020, via video-conference at 3:00 pm from the Management Offices of the OCHA located at 191 W. Chestnut Avenue, Vineland, NJ 08360.**

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

Very truly yours,

Jacqueline S. Jones
Executive Director

REVISED
Ocean City Housing Authority
AGENDA

Tuesday, September 15, 2020
3:00 p.m.

Via Video-Conference

1. Call to Order
2. Pledge of Allegiance
3. Reading of the "Sunshine Law Statement"
4. Roll Call
5. Approval of Minutes:
 - a. Regular Meeting on August 18, 2020
6. Fee Accountant's Report
7. Executive Director's Report
8. Committee Reports
9. Old Business
10. New Business
11. Resolutions:

# 2020-32	Approval of Monthly Expenses <i>(revised)</i>
# 2020-33	Adopt 2020-2021 State Budget
# 2020-34	Award Accounting Services Contract <i>(revised)</i>
# 2020-35	Award Auditing Services Contract <i>(revised)</i>
# 2020-36	Award Legal Services Contract – General Counsel <i>(revised)</i>
# 2020-37	Award Consulting Services Contract <i>(revised)</i>
# 2020-38	Awarding As-Needed Yardi Consulting Services <i>(revised)</i>
# 2020-39	Award Special Engineering Services Contract <i>(revised)</i>
# 2020-40	Award Contract for Bayview Manor Roof Renovations <i>(revised)</i>

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

August 18, 2020 – 3:00 p.m.

The regular meeting of the Housing Authority of the City of Ocean City was held August 18, 2020, at 3:00 p.m. via teleconference from the Management Offices of the OCHA located at 191 W. Chestnut Avenue, Vineland, NJ 08360.

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

Chairman Barr read the Sunshine Law.

Upon roll call those present were:

Commissioner Robert Halliday	
Commissioner Patrick Mumman	
Commissioner Beverly McCall	
Commissioner Robert Henry	
Commissioner Patricia Jackson	<i>(absent)</i>
Commissioner Brian Broadley	
Chairman Robert Barr	

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

Minutes

Chairman Barr requested a motion to approve the Regular Meeting minutes from July 21, 2020. A motion was made by Commissioner McCall and seconded by Commissioner Broadley. The following vote was taken:

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

Treasurer's Report

Ms. Cavallo reviewed the Financial Report for the ten months ended July 31, 2020. Motion to approve the Treasurer's Report made by Commissioner McCall and seconded by Commissioner Halliday. Utilities briefly discussed. Mrs. Jones addressed Commissioner Henry's questions. Mrs. Jones expects the variance to grow slightly in the next two months. A large part of the variance is in maintenance materials and contract turnovers due to COVID-19, which has contributed to those line items being under spent. Reserve funds could be used at Bayview Manor towards additional renovations. Once all properties are operational under the RAD funding it may be possible to provide some additional programs for residents from the operating budget. The following vote was taken:

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

Executive Director's Report

Mrs. Jones provided an update from her written report. In the revised packet, there is a resolution to approve an immediate replacement to the Bayview Manor fire alarm systems. The intent was to replace the system during the upcoming renovations but accelerated the repair due to the false alarms. A resolution has been prepared for the Board to authorize to move forward to the replace the alarm system immediately. The estimated cost right now is \$143,500 for the replacement of the system.

Mrs. Jones discussed questions Commissioner Henry emailed her regarding COVID-19 and Speitel. Regarding COVID, the Authority has not had any reported cases from the residents. Residents for the most part are wearing masks. There have been no new move-ins since the inception of the pandemic. Mrs. Jones reported there are a few vacancies at Bayview Manor, but are vacant because when work begins on the renovations some of the residents will need to be moved to a "hotel suite" apartment temporarily while work is being done in their unit. The Authority will need about 4-5 vacancies for this process.

Regarding Speitel, the schedule cost and scope of the project all remain the same. Discussion regarding the mechanical, electrical and plumbing inspections as well as a rough frame inspection. These inspections will be done by the City and will allow the construction to move to the next phase. During this process, the NJHMFSA sends a representative weekly on site. The architect is on site at least twice per month. The Brooke Group performs a daily over site, which means they are on site everyday or they receive the daily construction log with pictures and a written status update on a daily basis. There are no major issues on the Speitel construction report.

Commissioner Henry asked if Mr. Gabage received a response from HUD-Newark legal department regarding the Ocean City Community Development Corporation (OCCDC). Mrs. Jones stated that HUD-Newark requested some information from the OCHA concerning its portfolio, types of units and its intention for the OCCDC and how it will be used. Mr. Gabage has not heard anything from HUD. The reason Mr. Gabage wrote the letter was to protect the Authority. He does not anticipate hearing from HUD. They are usually not very responsive to those kinds of requests. The only problem that HUD has is when a non-profit group starts spinning of the profitability to another group that all of sudden starts taking salaries. The only problem that might come up is if HUD eventually responds is when the OCCDC was first organized under the prior Executive Director, she wanted members to the non-profit from the public. This was the way the original documents were written. When the By-Laws were written, which was done primarily by Rick Ginnetti it was not done with members. Mr. Gabage has straightened that out by amending the certificate of incorporation to be member-less and having only trustees. The only issue could be if HUD does not like interlocking directorate. They may want members other than the trustees (other than the Board members of the OCHA). He does think this realistically will happen. You can tell by the documents HUD requested that they wanted to make sure that the purpose of the non-profit was consistent with HUD guidelines for low income, senior citizens and Native American residents.

Commissioner Halliday commented that he is keeping a daily eye on what is going on 6th and West Avenue and he has to say it is a class one act.

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

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

Committee Reports – None.

Old Business – None.

New Business – None.

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

Resolution #2020-28
Resolution to Approve Monthly Expenses

Chairman Barr called for a motion to approve the monthly expenses in the amount of \$132,705.96. A motion was made by Commissioner Halliday; seconded by Commissioner Broadley. Mrs. Jones noted the payment to Ambient Comfort for the Bayview Manor air handler replacement which was approved several months ago by the Board to have completed. It is up, running and working well. Nothing else out of the ordinary on the Bill List. The following vote was taken:

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

Resolution #2020-29
Resolution Awarding Resident Wellness Program Services Contract

Chairman Barr called for a motion to approve Resolution #2020-29. A motion was made by Commissioner McCall; seconded by Commissioner Broadley. Mrs. Jones stated this contract is for the behavioral health services the OCHA has had for about a year now. The funds are being provided by the City of Ocean City Community Development Block Grant Program (CDBG). Acenda was the only bidder. This is a fee for service type contract. They bill the OCHA based on their activity with the residents. Acenda remained active through the pandemic specifically with the residents at Bayview Manor and this service has helped tremendously. The following vote was taken:

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

Resolution #2020-30
Resolution Awarding Exterminating Services Contract

Chairman Barr called for a motion to approve Resolution #2020-30. A motion was made by Commissioner Mumman; seconded by Commissioner Broadley. Mrs. Jones stated Omega Pest came in as the lowest qualified bidder and are the current contractor. Their ordinary exterminating cost came in at \$13,284 annually. However there are additional rates for bed bug treatment. The OCHA has a bed bug issue at Bayview Manor and it has gotten a lot better over the last 3 years. The Authority is currently dealing with about 6 cases. The Authority is taking a kind and gentle approach to try to assist the residents in getting prepared for bed bud treatment and to help them as much as possible. Acenda has also helped with behavior health services. The OCHA spends several thousands of dollars a year on bed bug treatments and is doing its best to keep it under control. The rate listed on Omega's pricing is per treatment. The following vote was taken:

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

Resolution #2020-31

Resolution Authorizing Emergency Contract(s) for Immediate Repairs at Bayview Manor

Chairman Barr called for a motion to approve Resolution #2020-31. Mrs. Jones stated this resolution is to authorize the emergency repairs/replacement to the fire alarm system she discussed in her report. A motion was made by Commissioner Broadley; seconded by Commissioner Mumman. The following vote was taken:

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

There is no need for Executive Session tonight.

No public comments. On behalf of the Board, Chairman Barr expressed his condolences to Commissioner Broadley for the passing of his ex-wife Karen as well as to Mr. Gabage for the passing of his sister. No additional comments from Board Members.

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

Respectfully submitted,



Jacqueline S. Jones, Secretary/Treasurer

Commissioner's Report

Month Ending: Aug 2020



	TOTAL				BAYVIEW				PECK'S FAMILY				PECK'S SENIOR			
	BUDGET	ACTUAL	VARIANCE	ANNUAL BUDGET	BUDGET	ACTUAL	VARIANCE	ANNUAL BUDGET	BUDGET	ACTUAL	VARIANCE	ANNUAL BUDGET	BUDGET	ACTUAL	VARIANCE	ANNUAL BUDGET
	THRU	THRU	THRU		THRU	THRU	THRU		THRU	THRU	THRU		THRU	THRU	THRU	
	August	August	August		August	August	August		August	August	August		August	August	August	
INCOME																
DWELLING RENTAL	573,780	525,965	502,439	(23,526)	248,095	227,420	222,049	(5,371)	241,271	221,165	202,037	(19,128)	84,414	77,380	78,353	974
OTHER TENANT-EXCESS UTILITIES	5,170	4,739	5,952	1,213	5,170	4,739	5,952	1,213	-	-	-	-	-	-	-	-
TOTAL TENANT REVENUE	578,950	530,704	508,391	(22,313)	254,465	233,260	228,001	(5,258)	253,271	232,165	202,037	(30,128)	84,414	77,380	78,353	974
HUD OPERATING SUBSIDY	332,380	304,682	276,831	(27,851)	162,976	149,395	116,646	(32,749)	94,712	86,819	114,941	28,122	74,692	68,468	45,244	(23,224)
PBV HAP SUBSIDY	-	-	89,178	89,178	-	-	46,330	46,330	-	-	-	-	-	-	42,848	42,848
HUD CAPITAL FUNDS-OPERATIONS	181,840	166,687	91,870	(74,817)	131,840	120,853	76,870	(43,983)	-	-	-	-	50,000	45,833	15,000	(30,833)
CDBG INCOME	-	-	5,705	5,705	-	-	5,705	5,705	-	-	-	-	-	-	-	-
NJHMFA GRANT	-	-	37,131	37,131	-	-	37,131	37,131	-	-	-	-	-	-	-	-
TOTAL HUD FUNDING	514,220	471,368	500,715	29,347	294,816	270,248	282,682	12,434	94,712	86,819	114,941	28,122	124,692	114,301	103,092	(11,209)
INVESTMENT INCOME-UNRESTRICTED	120	110	172	62	60	55	138	83	20	19	27	8	40	36	2	(34)
NONDWELLING RENTAL INCOME	13,200	12,100	10,900	(1,200)	1,200	1,100	800	(300)	12,000	11,000	-	(11,000)	-	-	-	-
OTHER INCOME-LAUNDRY	8,360	7,663	5,962	(1,702)	4,833	4,430	3,221	(1,209)	3,527	3,233	2,741	(492)	-	-	-	-
OTHER INCOME-FRAUD RECOVERY	4,300	3,942	-	(3,942)	2,150	1,971	-	(1,971)	1,419	1,301	-	(1,301)	731	670	-	(670)
OTHER INCOME-MISCELLANEOUS	13,690	12,549	9,122	(3,427)	2,875	2,635	2,820	184	9,266	8,494	5,373	(3,121)	1,549	1,420	930	(490)
TOTAL INCOME	1,132,840	1,038,437	1,035,262	(3,175)	560,399	513,699	517,661	3,963	374,215	343,031	325,118	(17,913)	211,426	193,807	182,377	(11,430)
EXPENSES																
AUDIT FEES	9,000	8,250	8,250	-	4,500	4,125	4,125	-	2,970	2,723	2,723	1	1,530	1,403	1,402	(1)
ADVERTISING	1,000	917	1,355	438	696	638	733	95	246	226	410	185	58	53	211	158
OFFICE EXPENSES																
COMPUTER SERVICES	7,000	6,417	15,384	8,968	2,579	2,364	7,692	5,328	2,579	2,364	5,077	2,712	1,841	1,688	2,615	928
CONSULTANTS-RAD CONVERSION	35,000	32,083	5,875	(26,208)	17,500	16,042	4,625	(11,417)	8,750	8,021	825	(7,196)	8,750	8,021	425	(7,596)
COPIER	3,500	3,208	2,618	(591)	1,250	1,146	1,819	673	1,655	1,517	527	(990)	595	545	272	(274)
DUES & PUBLICATIONS	1,000	917	519	(398)	500	458	259	(199)	330	303	171	(131)	170	156	88	(68)
OFFICE SUPPLIES	2,000	1,833	1,128	(706)	1,807	1,656	825	(832)	100	92	73	(19)	92	85	230	145
PHONE & INTERNET	10,000	9,167	6,935	(2,232)	6,668	6,112	3,642	(2,470)	2,275	2,086	2,174	88	1,057	969	1,120	151
POSTAGE	1,000	917	1,593	676	500	458	1,395	937	330	303	130	(172)	170	156	67	(89)
LEGAL	14,000	12,833	8,178	(4,655)	8,890	8,149	4,348	(3,802)	4,993	4,577	2,764	(1,813)	117	107	1,067	959
CRIMINAL BACKGROUND CHECKS	1,000	917	125	(792)	384	352	63	(290)	308	282	41	(241)	308	282	21	(261)
LEGAL-RAD	20,000	18,333	-	(18,333)	10,000	9,167	-	(9,167)	-	-	-	-	10,000	9,167	-	(9,167)
TRAVEL	500	458	-	(458)	250	229	-	(229)	165	151	-	(151)	85	78	-	(78)

Commissioner's Report

Month Ending: Aug 2020



	TOTAL				BAYVIEW				PECK'S FAMILY				PECK'S SENIOR			
	BUDGET	ACTUAL	VARIANCE		BUDGET	ACTUAL	VARIANCE		BUDGET	ACTUAL	VARIANCE		BUDGET	ACTUAL	VARIANCE	
	THRU	THRU	THRU		THRU	THRU	THRU		THRU	THRU	THRU		THRU	THRU	THRU	
	BUDGET	August	August		BUDGET	August	August		BUDGET	August	August		BUDGET	August	August	
TRAINING	2,000	1,833	942	(891)	1,000	917	471	(446)	660	605	311	(294)	340	312	160	(151)
ACCOUNTING	17,500	16,042	16,042	(0)	8,750	8,021	8,021	(0)	5,775	5,294	5,294	(0)	2,975	2,727	2,727	(0)
MANAGEMENT FEES	162,130	148,619	202,978	54,359	81,065	74,310	101,489	27,179	53,503	49,044	66,809	17,764	27,562	25,265	34,680	9,415
MISCELLANEOUS-SUNDRY	13,000	11,916	19,216	7,299	6,484	5,944	16,882	10,938	4,700	4,308	1,846	(2,462)	1,815	1,664	488	(1,176)
TOTAL ADMINISTRATIVE EXPENSES	299,630	274,661	291,136	16,476	152,824	140,088	156,388	16,300	89,340	81,895	89,175	7,280	57,466	52,677	45,573	(7,104)
OTHER TENANT SERVICES	9,700	8,892	3,618	(5,274)	4,850	4,446	3,098	(1,348)	3,201	2,934	-	(2,934)	1,649	1,512	520	(992)
TENANT SVCS – BEHAVIORAL HEALTH	-	-	10,012	10,012	-	-	8,781	8,781	-	-	813	813	-	-	419	419
TOTAL OTHER TENANT SERVICES	9,700	8,892	13,630	4,738	4,850	4,446	11,879	7,433	3,201	2,934	813	(2,122)	1,649	1,512	939	(573)
WATER/SEWER	93,470	85,681	65,652	(20,029)	16,800	15,400	15,586	186	61,838	56,685	43,619	(13,066)	14,831	13,595	6,447	(7,148)
ELECTRIC	105,000	96,250	83,505	(12,745)	92,558	84,844	74,570	(10,274)	3,843	3,523	1,225	(2,298)	8,599	7,883	7,710	(173)
GAS	60,000	55,000	33,822	(21,178)	-	-	-	-	35,191	32,258	16,596	(15,662)	24,809	22,742	17,226	(5,516)
TOTAL UTILITY EXPENSES	258,470	236,931	182,979	(53,952)	109,358	100,245	90,156	(10,089)	100,872	92,466	61,440	(31,026)	48,240	44,220	31,383	(12,837)
MAINTENANCE LABOR	63,390	58,108	38,312	(19,796)	32,406	29,705	19,156	(10,550)	20,508	18,799	12,643	(6,156)	10,476	9,603	6,513	(3,090)
MAINT. MATERIALS	39,500	36,208	18,603	(17,605)	20,099	18,424	9,745	(8,679)	16,926	15,516	8,781	(6,735)	2,475	2,269	77	(2,191)
MAINT. CONTRACT COSTS	150,000	137,500	90,818	(46,682)	103,632	94,996	67,190	(27,805)	39,243	35,973	13,043	(22,930)	7,125	6,531	10,585	4,053
EMPLOYEE BENEFITS	35,470	32,514	30,062	(2,453)	17,735	16,257	15,031	(1,226)	11,705	10,730	9,920	(809)	6,030	5,527	5,110	(417)
TOTAL MAINTENANCE	288,360	264,330	177,794	(86,536)	173,872	159,382	111,122	(48,261)	88,382	81,017	44,387	(36,630)	26,106	23,930	22,285	(1,645)
INSURANCE	52,766	48,369	50,295	1,926	26,384	24,185	25,148	962	17,432	15,979	16,597	618	8,950	8,204	8,550	346
FLOOD INSURANCE	43,134	39,540	39,297	(242)	8,797	8,064	7,306	(758)	18,696	17,138	16,972	(166)	15,641	14,338	15,020	682
BAD DEBTS	5,000	4,583	4,584	0	1,248	1,144	2,293	1,149	3,433	3,147	1,513	(1,634)	319	292	778	485
COMPENSATED ABSENCES	5,500	5,042	5,041	(1)	2,750	2,521	2,521	(0)	1,815	1,664	1,664	0	935	857	856	(1)
PAYMENT IN LIEU OF TAXES	31,750	29,104	29,104	0	13,875	12,719	14,551	1,833	14,478	13,271	9,605	(3,667)	3,398	3,114	4,948	1,834
PENSION	22,000	20,167	9,559	(10,608)	11,000	10,083	4,780	(5,304)	7,260	6,655	3,154	(3,501)	3,740	3,428	1,625	(1,803)
RETIREE BENEFITS	25,780	23,632	22,244	(1,387)	12,890	11,816	11,122	(694)	8,507	7,798	7,341	(458)	4,383	4,017	3,782	(236)
PH CAPITAL FUNDS FOR RAD CONVERSION	75,000	68,750	37,500	(31,250)	37,500	34,375	37,500	3,125	-	-	-	-	37,500	34,375	-	(34,375)
TOTAL OTHER EXPENSES	260,930	239,186	197,625	(41,561)	114,444	104,907	105,220	313	71,621	65,653	56,847	(8,806)	74,865	68,626	35,559	(33,068)
TOTAL EXPENDITURES	1,117,090	1,023,999	863,164	(160,835)	555,347	509,068	474,764	(34,304)	353,417	323,966	252,661	(71,304)	208,326	190,965	135,739	(55,227)
PROFIT	28,950	26,538	172,098	145,560	5,051	4,630	42,897	38,267	20,798	19,065	72,457	53,391	3,101	2,842	46,639	43,797

Ocean City Housing Authority

Administrative Report

DATE: September 9, 2020

TO: Board of Commissioners, Ocean City Housing Authority

FROM: Jacqueline S. Jones, Executive Director

SUBJECT: Monthly Report (Stats for August 2020)

PERIOD: August 12, 2020 to September 8, 2020

Speitel Commons at Bayview Manor

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

Update: The following documents are included with Draw #5 following page 3 of this report:

<i>- Draw Schedule</i>	<i>Included</i>
<i>- Meeting Minutes with Photos</i>	<i>Included</i>
<i>- Updated Construction Schedule*</i>	<i>Included</i>

**Note - The Construction Schedule has been updated to reflect the delays experienced by “rain days” in June, July and especially August. The contractor believes the project will be back on schedule once the building envelope is complete and will make up the lost time during the interior construction phase.*

COVID-19 Pandemic – Operating Status

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

Bayview Manor Renovations

Alarm System

Update: The replacement of the alarm system at Bayview Manor has begun. Required work in the resident's units is going better than expected. The project is progressing well. A verbal update on this project will be offered at the board meeting.

Replacement of Roof System & Repair & Painting of Roof Capping

The bid specifications for the replacement of the roof system and repair and painting of the roof capping have been advertised and bids will be received on Friday, September 11th. There is a resolution on the agenda for the board meeting for award of this project. The bid packets will be reviewed prior to the meeting for an award recommendation.

Replacement of Electric Panels in Apartments

The bid specifications for the replacement of the electric panels in apartments will be advertised on September 16th and received on October 8th. The intend is to award this project at the October board meeting.

Budget for Year-Ending September 30, 2021

The budget for the year-ending September 30, 2021, was presented to the board for review and approval at the July board meeting. The budget has been sent to the State for approval. The State has approved the budget and is being presented to the board with a resolution for final adoption at the board meeting.

Award of Professional Services

Resolutions are included in this packet for award recommendations of Professional Services for the period October 1, 2020 through September 30, 2021. The following services are included:

- Accounting Services
- Auditing Services
- Legal Services – General Counsel
- Consulting Services
- As-Needed Yardi Consulting Services (Industry Software)
- Special Engineering Services Contract – Scattered Sites
- Special Architectural & Engineering Services Contract – Scattered Sites

Construction Related Work Opportunities at Speitel Commons

The Section 3 Requirement from the Department of Housing and Urban Development is to provide work opportunities to public housing residents and to low/moderate residents living in the surrounding area of the affordable housing construction project.

The Authority sent a letter explaining the work opportunities at Speitel Commons to all Ocean City Housing Authority residents early in the summer.

Since very few responses were received, the below postcard has been mailed to the Peck's Family residents starting in August. The postcards are being mailed twice per month until the end of December for work opportunities at Speitel Commons.

Looking for Work Opportunities?

Ocean City Housing Authority
204 E. 4th Street, Ocean City, NJ 08226
(609) 399-1062

**Construction Related Work Opportunities
for Speitel Commons at Bayview Manor Starting Immediately**

The Speitel Commons at Bayview Manor construction began in May of 2020. There may be work opportunities for residents on this construction project.

The Section 3 Requirement from the Department of Housing and Urban Development (HUD) provides job opportunities to public housing residents and to low/moderate income residents living in the surrounding area of the affordable housing construction project.

If you are interested in a **Construction Related Work Opportunity** please call (856) 691-4099 ext. 170 and leave your contact name and phone #.

The Ocean City Housing Authority's Section 3 Coordinator will contact you in the near future.

Types of Work Opportunities:
General Labor, Plumbing, Electrical, Painting, Drywall, Fencing, Flooring, Mechanical (HVAC), Roofing, Windows-Siding, Landscaping, Kitchen Cabinet Installation...

Board of Commissioners –Rutgers Training Program Status

Commissioner	Training Program Status
Robert Barr, Chairman	Completed
Robert Scott Halliday, Vice Chairman	Completed
Brian Broadley	In Process - PHAS/SEMAP to complete; Scheduled for 11/21/20;
Robert Henry	Completed
Beverly McCall	Completed
Patricia Miles-Jackson	Completed
Patrick Mumman	In Process –One Elective to complete; Scheduled for 9/30/20;

Meeting Minutes - Construction	
Project:	Speitel Commons
HD Project No.:	17-020
NJHMFA No.:	2986
Contractor:	Gary F. Gardener, Inc
Meeting No.:	Meeting #5
Meeting Date:	09/01/20
Meeting Time	10:30 AM
Weather Conditions:	80 degrees, sun
Issue Date:	9/08/20
Revision Date:	
Reported By:	Dan Magno

Distribution (*indicates attended)

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

Construction Schedule Tracking

Start Date	05/01/2020
Contract Finish Date	05/01/2021
Construction Schedule Finish Date	05/01/2021
*Total Contract Days / * Total Construction Days	365
Days Elapsed	123
% of Contract Time / Elapsed % Construction Schedule Elapsed	33.70%
% of Work Complete per AIA G702	25.39%
Reported Weather Days	0

*Calendar days

New Business

- 5.1 Beam at Elevator: **BH** sent new RFI asking for confirmation of reinforcing at beam near elevator,
- 5.2 Sleeves for Plumbing: **RD** spoke to Falvo (plumbing contractor) about locations. **DM** to walk through with plumber.
- 5.3 New Bath Layout: A 2nd floor bath layout was revised because of conflict between concrete beam and toilet plumbing. The 3rd and 4th floors were also revised so that the plumbing stacks at this location. The new layout meets accessibility requirements.
- 5.4 Slab Edge Insulation: Plans were revised to allow sheathing and siding to slide past 1" rigid insulation at second floor slab edge. **HD** to email PDF's to **DP**.
- 5.6 Garage Lighting: **DS** will be submitting a Change Order Request for adding more lights in the garage. It's thought that the concrete beams may cast shadows and make the garage lighting uneven.

Old Business

- 4.1 Schedule: **DS** distributed Updated Schedule. Lumber, truss, roofing and siding orders are locked in. Although there are currently issues with the lead time for appliances, there should be enough time. **09.01.20**: Discussed items that may have long lead times because of the pandemic. Appliances are at 10 weeks. There have been delays in lumber and prices are up. Doors are 8 weeks out.
- 4.2 Bollards: **-HD** to confirm bollard locations with civil engineer. **09.01.20: ITEM CLOSED**
- 4.3 Submittals:
- Window submittal was approved. **09.01.20: HD** to forward approved submittal to Ron Miller. Ron is to be copied on future submittals and needs to approve them.
 - Truss Submittal under review by Structural Engineer. **08.07.20** Update: The truss manufacturer proposed adding a post to break up the 63' girder truss span at the roof framing. If added it will require revising the beam reinforcing at the garage ceiling. **09.01.20: Structural Engineer** revised the beam reinforcing.
 - Aluminum Storefronts. **DS** will drop off aluminum color samples at the trailer for **HD**. **09.01.20: Color** samples were delivered. Exterior materials and colors will be approved all together as a package with Ron's approval.
 - Cabinet shop drawings will be issued soon.
 - Exterior material color selections are to be approved by Ron Miller.
- 3.2 Street Closures: **-both** neighboring streets will be closed when podium is poured. Notices will be sent to neighbors. Someone will be there to allow residents to access alley but through traffic will not be permitted. **08.01.20: OPEN ITEM**
- 0.7 Wage Reports: **DS** to confirm with Nick whether an original with a certified copy will be acceptable. **06.02.20: DS** gave **RG** first copy of certified payroll. Needs to contain the wording, "This is certified to be a true copy of the original." **07.07.20: DS** gave **RG** payroll reports. It is much administrative work to make certified copies work. Subcontractors will submit 2 originals. **RG** wants a master list with payroll number or date to make sure contractors aren't falling behind. **08.04.20: RG** received emails but needs originals. Pro Construction is filling out form incorrectly is checking both Union and Non-union boxes. **09.01.20: DS** submitted true copies of originals going back to the beginning.

0.8 Section 3: Nick has requested Section 3 info. Quantity will be known after Closing.
05.05.20: **RG** has advertised and hasn't had many applicants reply. **06.02.20:** Still haven't had many applicants. Some are being considered. **07.07.20:** Hired one applicant since then. **RG** and **DP** going to start advertising with sign on trailer and well as in local paper. Subcontractor can share Section 3 workers. Will appear as a new hire each time the worker moves to a different sub. **08.04.20:** Phone line was setup that emails **RG** for prospective workers. **DS** will try to get sign up on trailer this week. **09.01.20:** **RG** has been hitting housing authority site with notices. **DP** has a contact, Julian, who live in town. **DS** is missing Section 3 forms for Schindler and Gotham. **DS** to copy **RM** when things are sent to NJHMFA. Email contractor log.

Work Completed/ In Progress:

- Subgrade Utilities
- Podium formwork and shoring
- Rebar installation
- Sleeve installation

Projected Work:

- Pour podium
- Possibly begin formwork removal pending strength test results.
- Work on parking lot while concrete is curing.

Attached

- Photos
- Submittal Log









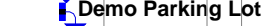











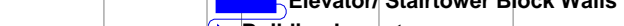






























Meeting Schedule

Next Meeting: **October 06, 2020 at 10:30 am:**


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

	Budget		CUMULATIVE DRAW	CURRENT DRAW	Remaining Budget
<u>ACQUISITION COSTS</u>					
Relocation	40,000		0	0	40,000
<u>CONSTRUCTION COSTS</u>	Line Item Sub-Total:	40,000			
Residential Structures	6,006,440		1,306,738	424,705	4,699,702
Surety & Bonding	69,165		62,249	0	6,917
General Requirements	360,386		81,087	25,948	279,299
Contractor Overhead & Profit	480,515		105,417	34,597	375,098
<u>DEVELOPER'S FEE</u>	Line Item Sub-Total:	6,916,506			
Hard Costs	345,825		0	0	345,825
Soft Costs	50,325		0	0	50,325
<u>PROFESSIONAL SERVICES</u>	Line Item Sub-Total:	396,150			
Architect	185,000		156,133	0	28,867
Engineer	98,000		68,027	0	29,973
Attorney	50,000		27,946	375	22,054
Cost Certification/Audit	17,500		0	0	17,500
Environmental Consultant	14,473		14,479	0	-6
Energy Star Consultant	24,000		4,025	0	19,975
Geotechnical Engineering Report	18,287		18,287	0	0
Surveyor	20,000		8,370	0	11,630
Consultant Fees	311,000		172,070	8,369	138,930
Other: Permits, Fees, CAFRA	35,648		35,648	0	0
<u>PRE-OPERATIONAL EXPENSES</u>	Line Item Sub-Total:	773,908			
Oper Fees (pre-const. compl)	25,592		0	0	25,592
Advert&Promo(pre-const compl.)	4,000		0	0	4,000
Other: Title	18,000		13,815	0	4,185
	Line Item Sub-Total:	47,592			
<u>CARRYING AND FINANCING COSTS</u>			0	0	
Insurance	90,000		19,058	0	70,942
Utility Connection Fees	95,000		0	0	95,000
Sub-Total:		185,000			
		TOTALS:	2,093,345	493,994	
TOT. BUDGETED USES:		\$8,359,156	2,093,345		6,265,811

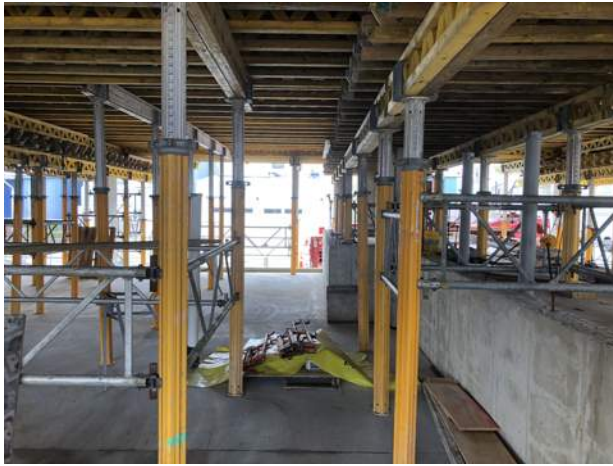
Tue 9/8/20

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

Tue 9/8/20

ID		Task Name	Duration	Physical % Complete	Start	Finish	Qtr 2, 2020 Apr May Jun			Qtr 3, 2020 Jul Aug Sep			Qtr 4, 2020 Oct Nov Dec			Qtr 1, 2021 Jan Feb Mar			Qtr 2, 2021 Apr May Jun			Qtr 3, 2021 Jul Aug Sep		
41		Insulation 3rd	6 days	0%	Wed 1/6/21	Wed 1/13/21																		
42		Insulation 2nd	6 days	0%	Thu 1/14/21	Thu 1/21/21																		
43		Insulation 1st	6 days	0%	Fri 1/22/21	Fri 1/29/21																		
44		Insulation Inspections	11 days	0%	Thu 1/14/21	Thu 1/28/21																		
45		Hang / Finish Sheetrock 3rd	15 days	0%	Mon 1/18/21	Fri 2/5/21																		
46		Hang / Finish Sheetrock 2nd	15 days	0%	Tue 1/26/21	Mon 2/15/21																		
47		Hang / Finish Sheetrock 1st	15 days	0%	Wed 2/3/21	Tue 2/23/21																		
48		Elevator Rough -in	10 days	0%	Wed 2/24/21	Tue 3/9/21																		
49		Rough Trim Installation 3rd	5 days	0%	Wed 2/3/21	Tue 2/9/21																		
50		Rough Trim Installation 2nd	5 days	0%	Thu 2/11/21	Wed 2/17/21																		
51		Rough Trim Installation 1st	5 days	0%	Fri 2/19/21	Thu 2/25/21																		
52		Prep and Prime Paint Coat 3rd	8 days	0%	Fri 2/5/21	Tue 2/16/21																		
53		Prep and Prime Paint Coat 2nd	8 days	0%	Mon 2/15/21	Wed 2/24/21																		
54		Prep and Prime Paint Coat 1st	8 days	0%	Tue 2/23/21	Thu 3/4/21																		
55		Hard Flooring 3rd	8 days	0%	Fri 2/12/21	Tue 2/23/21																		
56		Hard Flooring 2nd	8 days	0%	Mon 2/22/21	Wed 3/3/21																		
57		Hard Flooring 1st	8 days	0%	Tue 3/2/21	Thu 3/11/21																		
58		Cabinets and Countertops 3rd	5 days	0%	Wed 2/24/21	Tue 3/2/21																		
59		Cabinets and Countertops 2nd	5 days	0%	Thu 3/4/21	Wed 3/10/21																		
60		Cabinets and Countertops 1st	5 days	0%	Fri 3/12/21	Thu 3/18/21																		
61		Deliver Appliances	3 days	0%	Wed 3/3/21	Fri 3/5/21																		
62		Final MEP's 3rd	15 days	0%	Wed 3/3/21	Tue 3/23/21																		
63		Final MEP's 2nd	15 days	0%	Thu 3/11/21	Wed 3/31/21																		
64		Final MEP's 1st	15 days	0%	Fri 3/19/21	Thu 4/8/21																		
65		Carpentry Final	18 days	0%	Wed 3/3/21	Fri 3/26/21																		
66		Elevator Final	10 days	0%	Fri 4/2/21	Thu 4/15/21																		
67		Paint Final 3rd	8 days	0%	Wed 3/17/21	Fri 3/26/21																		
68		Paint Final 2nd	8 days	0%	Thu 3/25/21	Mon 4/5/21																		
69		Paint Final 1st	8 days	0%	Fri 4/2/21	Tue 4/13/21																		
70		Carpet 3rd	7 days	0%	Mon 3/22/21	Tue 3/30/21																		
71		Carpet 2nd	7 days	0%	Tue 3/30/21	Wed 4/7/21																		
72		Carpet 1st	7 days	0%	Wed 4/7/21	Thu 4/15/21																		
73		Clean / Punch Out 3rd	7 days	0%	Thu 3/25/21	Fri 4/2/21																		
74		Clean / Punch Out 2nd	7 days	0%	Fri 4/2/21	Mon 4/12/21																		
75		Clean / Punch Out 1st	7 days	0%	Mon 4/12/21	Tue 4/20/21																		
76		Energy Star Inspections	5 days	0%	Wed 4/14/21	Tue 4/20/21																		
77		Final Inspections	8 days	0%	Wed 4/21/21	Fri 4/30/21																		





Program Statistics Report	10/2019 - 7/2020	2020 AUGUST	2020 JULY	2020 JUNE
<u>Tenant Accounts Receivable</u>				
Number of "non-payment of rent" cases referred to the solicitor	0	0	0	
<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	122	61	1	
Total number of units inspected year-to-date - all sites	423	301	240	
<u>Occupancy</u>				
Monthly Unit Turnaround Time (Avg) (Down, Prep & Lease-up Time)	n/a	n/a	n/a	
Annual Unit Turnaround Time (For Fiscal Year)	97.5	97.5	97.5	
Monthly - Number of Vacancies Filled (this month)	0	0	0	
Monthly - Average unit turnaround time in days for Lease up	0	0	0	
Monthly - Average unit turnaround time in days to Prep Unit (Maint)	0	0	0	
PIC Score	97.37%	97.37%	97.37%	
<u>Vacancies - At end of Month</u>				
Bay View Manor	3	3	3	
Peck's Beach Senior	1	1	1	
Peck's Beach Family	1	1	1	
Total	5	5	5	
Occupancy Rate	98.35%	98.35%	98.35%	
<u>Vacancy Turnovers by VHA Maintenance Staff</u>				
Total Hours (Summarized Quarterly)	n/a	n/a	n/a	
Average Hours per Vacancy YTD (Br. Sizes 0 thru 4)	n/a	n/a	n/a	
<u>Rent Roll</u>				
Bay View Manor - Elderly/Disabled	\$ 19,551	\$ 19,551	\$ 19,551	
Peck's Beach - Elderly/Disabled	\$ 7,255	\$ 7,255	\$ 7,255	
Peck's Beach - Family	\$ 18,964	\$ 18,417	\$ 18,679	
Total Rent Roll	\$ 45,770	\$ 45,223	\$ 45,485	
<u>Public Housing Waiting List Applicants - All Waiting Lists are Closed as of 1/31/20</u>				
Families - Ocean City Preference	12	12	12	
Families - No Ocean City Preference	97	97	97	
Elderly (Seniors - 62+)/Disabled - Ocean City Preference	42	42	42	
Elderly (Seniors - 62+)/Disabled - No Ocean City Preference	285	285	285	
<u>Maintenance Department</u>				
Average work order turnaround time in days - Tenant Generated	0.21	0.14	1.72	
Total Tenant Generated Work Orders	13	17	16	
Number of routine work orders written this month	109	100	96	
Number of outstanding work orders from previous month	36	29	29	
Total number of work orders to be addressed this month	145	129	125	
Total number of work orders completed this month	105	93	96	
Total number of work orders left outstanding	40	36	29	
Number of emergency work orders written this month	0	2	0	
Total number of work orders written year-to-date	576	467	367	
AFTER HOUR CALLS: (plumbing, lockouts, toilets stopped-up,	0	0	0	

Program Statistics Report 10/2019 - 7/2020		2020 AUGUST	2020 JULY	2020 JUNE
<u>Real Estate Assessment Center (REAC) Scores</u>				
Year-End 2018 - Audited - Remains static due to RAD Application		68	68	68
Year-End 2017 - Audited		68	68	68
Year-End 2016 - Audited		85	85	85
Year-End 2015 - Audited		88	88	88
Year-End 2014 - Audited		86	86	86
Year-End 2013 - Audited		97	97	97
Year-End 2012 - Audited		100	100	100
Year-End 2011 - Audited		100	100	100

**Ocean City Housing Authority
Cash Report
As of August 31, 2020**

Net Cash Position:

Cash Balance per Reconciled Bank Statements at 08/31/2020	\$350,884.38
2020 Capital Fund Balance for PH (pbfamily)	\$143,102.00
Add: A/R-Tenants 08/2020	\$13,327.73
Current	\$9,059.67
Past	
PREDEVELOPMENT EXPENSES REIMBURSABLE FROM NJHMFA - NJ JIF	\$15,522.00
Reimbment for Behavioral Health Svcs - May & July 2020 - City of Ocean City-CDBG Grant -(Acenda)	\$3,521.72
Reimb for BVM Fire Alarm System Replacement - City of Ocean City - BVM Renovations	\$63,450.00
Less: Bill List payments -Sept 2020	(\$131,294.39)
Accrued Expenses - Total from detail below	(\$21,612.50)

<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	11	(17,116.67) NJJIF & Flood Ins pd in full
Bad Debt	5,000.00	11	4,583.33
Comp Absences	5,500.00	11	5,041.67
P.I.L.O.T.	31,750.00	11	29,104.17
Net Accrual	138,150.00		21,612.50

Committed to Peck's Senior Demolition

(\$200,000)

Net Cash Balance

\$245,960.61

	<u>Average Expenses</u>	<u>Cash Available for # of month/days</u>	
Per Month	\$ 78,469	4.47	Months
Per Day	\$ 2,616	94	Days

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

RESOLUTION NO. 2020-32
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 \$131,294.39.

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: September 15, 2020

VOTE:

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

OCEAN CITY HOUSING AUTHORITY

BY: _____

Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's (OCHA) Board of Commissioners held via-video conference on September 15, 2020 from the Management Offices of the OCHA located at 191 W. Chestnut Avenue, Vineland, New Jersey.

By: _____

Jacqueline S. Jones, Executive Director
Secretary/Treasurer

OCEAN CITY HOUSING AUTHORITY
BILL LIST - SEPTEMBER 2020

BANK COCC

Check #	Vendor	Invoice Notes	Total Amount
217	ACENDA INC	Resident Wellness services for July & August 2020	3,523.99
218	ACE PLUMBING	Maint Supplies	296.22
219	ATLANTIC CITY ELECTRIC	Electric - Aug 2020	4,702.25
220	AT&T	BVM Elevator phone - Sept 2020	118.27
221	LINDA AVENA	Accounting Svcs - Sept 2020	1,458.37
222	CALL EXPERTS	Answering Svc - Sept 2020	96.19
223	CARAHSOFT TECHNOLOGY	Tnt screening - acct svc fee - July 2020	10.00
224	CLEAN SWEEP	BVM Cleaning - Aug 2020	1,850.00
225	COMCAST	Internet services for Aug 2020	244.57
226	COPIER PLUS	Contract base rate charge - Sept 2020	20.00
227	THE DAILY JOURNAL	Board Meeting notice - July 2020	36.48
228	DELTA DENTAL OF NJ	Dental Benefits for Oct 2020	174.02
229	DRAIN DOCTOR	Plumbing Svcs	1,050.00
230	FLORENCE DRISCOLL	Tenant Services - Sept 2020	200.00
231	FEDERAL EXPRESS	Overnight delivery - Aug 2020	55.22
232	FIRE DEFENSE SYSTEMS	Maint Supplies	105.28
233	EISENSTAT, GABAGE & FURMAN	Legal Svcs - Aug/Sept 2020	750.00
234	GLEN O. STULL	Medicare Reimb & prescrip reimb - Sept 2020	357.00
235	W.W. GRAINGER	Heat Pump	899.32
236	ASHLEY HARRIS	BVM Cleaning - Sept 2020	200.00
237	ROBERT HARRIS	Recyclables & trash room cleaning -Sept 2020	200.00
238	HD SUPPLY	Maint Supplies	1,960.45
239	HOME DEPOT CREDIT SVCS	Maint Supplies	89.21
240	THE HOME DEPOT PRO	Maint Supplies	1,010.55
241	HUMANA INSURANCE COMPANY OF NY	Retiree Prescrip premium - Oct 2020	57.70
242	INTEGRATED SYSTEMS ASSOCIATES	Yardi Consultant	1,268.75
243	JOHNSON CONTROLS FIRE PROTECTION	BVM fire alarm repair	4,970.89
244	JOHN J. SPITZ	Medicare Reimb - Sept 2020	289.20
245	LINWOOD GULF INC	Vehicle Maint	256.50
246	NJ AMERICAN WATER	Water - Aug 2020	7,569.35
247	NJ DEPT OF LABOR	State Plan 4F Deficit/Experience Rating Assessment fees	14.29
248	OMEGA PEST MANAGEMENT	Pest Control - Aug 2020	1,112.00
249	THE PRESS OF ATLANTIC CITY	Advertising - bd mtg; prof svcs RFPs	289.04
250	ROBERT L. ROWELL	Maintenance Labor-Grounds-Sept 2020	200.00
251	SOUTH JERSEY GAS	Gas - Aug 2020	613.94
252	SUPERIOR VISION OF NJ	Vision benefits - Oct 2020	19.71
253	THYSSENKRUPP ELEVATOR	Qtrly elevator maint/monitoring 9/20-11/20	1,652.50
254	VECTOR SECURITY	Fire System monitoring & inspections	340.20
255	VERIZON DSL	Fax & phone lines for Aug 2020	140.59
256	VINELAND HOUSING AUTHORITY	Sept 2020 Mgmt Svcs; Expenses reimb; Reimb postage used - Aug 2020; Office/maint coverage - Aug 2020	22,571.75
257	WALLACE HARDWARE	Maint Supplies	111.24
258	YIANNIS ELECTRIC	Electrical svc	150.00
190066055010	HORIZON BCBS OF NJ	Health Benefits Premium - Sept 2020	2,583.59
	TOTAL SEPTEMBER DISBURSEMENT (sturcocc)		\$ 63,618.63

BANK BAYVIEW/SPENGL CONSTRUCTION (RAD Bayview)

Check #	Vendor	Invoice Notes	Total Amount
101	HUGHES ELECTRIC	Payment #1 for BVM fire alarm replacement	63,450.00
	TOTAL SEPTEMBER DISBURSEMENT (sturcons)		\$ 63,450.00
	TOTAL SEPTEMBER DISBURSEMENTS		\$ 127,068.63
	PAYROLL - 8/2020		\$ 2,795.11
	PAYROLL TAXES - 8/2020		\$ 858.20
	ADP PAYROLL PROCESSING FEES - 8/2020		\$ 139.36
	PENSION -8/2020		\$ 366.84
	PNC BANK FEE -8/2020		\$ 66.25
	TOTAL BILL LIST - SEPTEMBER 2020		\$ 131,294.39

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

**RESOLUTION NO. 2020-33
ADOPTED BUDGET RESOLUTION
FISCAL YEAR: FROM OCTOBER 1, 2020 TO SEPTEMBER 30, 2021**

WHEREAS, the Annual Budget and Capital Budget/Program for the Ocean City Housing Authority for the fiscal year beginning October 1, 2020 and ending, September 30, 2021 has been presented for adoption before the governing body of the Ocean City Housing Authority at its open public meeting of September 15, 2020; and

WHEREAS, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Annual Budget as presented for adoption reflects Total Revenues of \$1,097,660, Total Appropriations, including any Accumulated Deficit, if any, of \$1,093,240 and Total Unrestricted Net Position utilized of \$0; and

WHEREAS, the Capital Budget as presented for adoption reflects Total Capital Appropriations of \$0 and Total Unrestricted Net Position planned to be utilized of \$0; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of Ocean City Housing Authority, at an open public meeting held on September 15, 2020 that the Annual Budget and Capital Budget/Program of the Ocean City Housing Authority for the fiscal year beginning, October 1, 2020 and, ending, September 30, 2021 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Annual Budget and Capital Budget/Program as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services.

ADOPTED: September 15, 2020

VOTE:

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

OCEAN CITY HOUSING AUTHORITY

BY: _____

Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's (OCHA) Board of Commissioners held via-video conference on September 15, 2020 from the Management Offices of the OCHA located at 191 W. Chestnut Avenue, Vineland, New Jersey.

By: _____

Jacqueline S. Jones, Executive Director
Secretary/Treasurer

2020 (2020-2021) ADOPTED BUDGET RESOLUTION

RESOLUTION 2020-33

OCEAN CITY HOUSING AUTHORITY

FISCAL YEAR: FROM: October 1, 2020 TO: September 30, 2021

WHEREAS, the Annual Budget and Capital Budget/Program for the Ocean City Housing Authority for the fiscal year beginning October 1, 2020 and ending, September 30, 2021 has been presented for adoption before the governing body of the Ocean City Housing Authority at its open public meeting of September 15, 2020; and

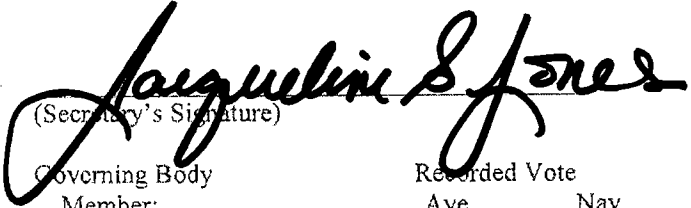
WHEREAS, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Annual Budget as presented for adoption reflects Total Revenues of \$1,097,660, Total Appropriations, including any Accumulated Deficit, if any, of \$1,093,240, and Total Unrestricted Net Position utilized of \$0; and

WHEREAS, the Capital Budget as presented for adoption reflects Total Capital Appropriations of \$0 and Total Unrestricted Net Position planned to be utilized of \$0; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of Ocean City Housing Authority, at an open public meeting held on September 15, 2020 that the Annual Budget and Capital Budget/Program of the Ocean City Housing Authority for the fiscal year beginning, October 1, 2020 and, ending, September 30, 2021 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Annual Budget and Capital Budget/Program as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services.


(Secretary's Signature)

9/15/20
(Date)

Governing Body Member:	Recorded Vote Aye	Nay	Abstain	Absent
Vice Chairman Halliday	✓			
Commissioner McCall	✓			
Commissioner Jackson	✓			
Commissioner Henry	✓			
Commissioner Munman	✓			
Commissioner Broadley	✓			
Chairman Barr	✓			

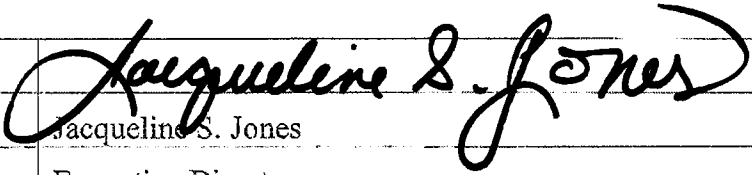
2020 (2020-2021) ADOPTION CERTIFICATION

Ocean City Housing Authority

HOUSING AUTHORITY BUDGET

FISCAL YEAR: FROM: 10/01/2020 TO: 9/30/2021

It is hereby certified that the Housing Authority Budget and Capital Budget/Program annexed hereto is a true copy of the Budget adopted by the governing body of the Ocean City Housing Authority, pursuant to N.J.A.C. 5:31-2.3, on the 15th day of, September, 2020.

Officer's Signature:			
Name:	Jacqueline S. Jones		
Title:	Executive Director		
Address:	204 4 th Street Ocean City, NJ 08226		
Phone Number:	609-399-1062	Fax Number:	609-399-7590
E-mail address	jjones@vha.org		

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

**RESOLUTION NO. 2020-34
Awarding Accounting Services Contract**

WHEREAS, the Ocean City Housing Authority is required to have a professional certified public accountant to act as its Management Fee Accountant; and

WHEREAS, the Ocean City Housing Authority has solicited Requests for Proposals for Management Fee Accountant services; and

WHEREAS, one proposal was submitted and reviewed; and

WHEREAS, the Ocean City Housing Authority recommends to its Board of Commissioners to award a one-year contract to **Linda M. Avena, CPA, PA**, to provide the Ocean City Housing Authority with its Management Fee Accountant services for its fiscal year commencing October 1, 2020 through September 30, 2021 for a cost of **\$18,500**.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby authorizes its executive director or his designee to prepare and execute the Management Fee Accountant contract to **Linda M. Avena, CPA, PA**, for the term indicated above.

ADOPTED: September 15, 2020

VOTE:

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

OCEAN CITY HOUSING AUTHORITY

BY: _____

Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's (OCHA) Board of Commissioners held via-video conference on September 15, 2020 from the Management Offices of the OCHA located at 191 W. Chestnut Avenue, Vineland, New Jersey.

By: _____

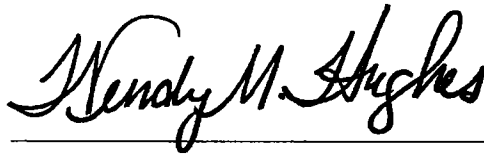
Jacqueline S. Jones, Executive Director
Secretary/Treasurer

CERTIFICATION

Funding is available for:

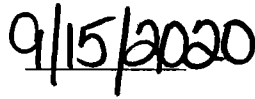
FEE ACCOUNTANT SERVICES CONTRACT

from the Operating Budget. The line item to be charged for the above expenditure is Account # 4170-00.



Wendy Hughes

Certifying Financial Officer



Date

THE HOUSING AUTHORITY OF OCEAN CITY
UNIT PRICING - VENDOR MUST FILL IN ALL FIELDS - DO NOT ALTER FORM

ACCOUNTING SERVICES

UNIT PRICING TABLE PAGE 1 OF 1

CODE	DESCRIPTION	BILLING RATE PER HOUR	ESTIMATED HOURS	TOTAL PRICE
ACCT-HOURS	Provide price per hour for Accountant (CPA)	165.18	100	16,518.00
ACCT-BOARD	Provide price to complete monthly report and present report at monthly Board of Commissioners Meeting.	165.18	12	1,982.00

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 \$ 18,500.00

Eighteen Thousand Five Hundred Dollars

TOTAL PRICE IN WRITTEN WORD FORM

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

Linda M Avena CPA PA

BY:

Linda M Cavallo

Firm Name

2581 E Chestnut Avenue, Ste B, Vineland, NJ 08361

Street, Town, State, Zip Code

(856) 696-8000

Telephone

(856) 794-1295

Fax

Sworn to and subscribed
before me

Signature of proposer if the proposer is an individual

day of

August 10, 2020

Signature of partner if proposer is a partnership

Linda M Cavallo

Signature of officer if the proposer is a corporation

President

Title

Notary Public

(SEAL)

Patricia J Pearson
Notary Public
New Jersey
My Commission Expires 12-3-22
No. 2207910

LINDA M. AVENA
Certified Public Accountant

PROFESSIONAL ASSOCIATION

2581 E. CHESTNUT AVENUE, SUITE B

VINELAND, NEW JERSEY 08361

MEMBER

AMERICAN INSTITUTE OF CPA'S
NEW JERSEY SOCIETY OF CPA'S

(856) 696-8000 • FAX (856) 794-1295

MASTER OF SCIENCE IN TAXATION

email: linda@avenacpa.com

August 12, 2020

Ocean City Housing Authority
204 4th Street
Ocean City, NJ 08226

Re: Request for Proposal
Fee Accounting Services
Fiscal Year Ending September 30, 2021

To Whom It May Concern:

Enclosed is our fee proposal form for accounting services for the fiscal year ending September 30, 2021.

We are proposing a fee in the amount of \$18,500.00. This quote is based on the time estimated to provide all the accounting services necessary throughout the year that is required in the scope of responsibility stated in the fee proposal documents.

Our estimated hours are higher than those stated in the unit pricing table on the fee proposal form. The combined 112 hours stated on the unit pricing table does not reflect enough time to provide all of the services listed under the scope of responsibility. Our proposed fee is based on 284 1/2 hours at the rate of \$65.00 per hour.

Any additional work required by the Ocean City Housing Authority beyond the normal scope of accounting services listed in this proposal shall be billed at the rate of \$65.00 per hour. Additional work includes, but is not limited to, services performed for new entities, projects or programs.

It has been a pleasure working with the Ocean City Housing Authority as your Fee Accountant. We look forward to continuing this professional relationship in the future.

Very truly yours,



Linda M. Cavallo
Certified Public

Enclosures

Comparison of Accounting Firms Submitting RFP 2020-2021

Evaluation Factors	Vendor Name										
	Possible Points	AVENA ACCOUNTANTS									
1. Overall accounting approach and methodology	20										
2. Demonstrated experience and competence in the accounting of government agencies	20										
3. Proposer's accounting experience with Housing Authorities; Budgeting; Tenant Accounting; Project Based Accounting; Federal & State Housing Regulations and Statutes	30										
4. Specialized experience of key personnel in Housing Authority programs	20										
5. Firm's Equal Opportunity Policy. Each proposer must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, or national origin	10										
Cost Breakdown											
CPA Rate per hour			\$ 165.18								
Attendance at Board Meeting			\$ 165.18								

No other RFP's received.

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

**RESOLUTION NO. 2020-35
Resolution Awarding Professional Auditing Services Contract**

WHEREAS, the Ocean City Housing Authority is required to have professional auditing services performed annually; and

WHEREAS, the Ocean City Housing Authority has solicited Requests for Proposals for auditing services for the fiscal year ending September 30, 2020; and

WHEREAS, one proposal for Auditing Services was submitted and reviewed; and

WHEREAS, the Ocean City Housing Authority recommends to its Board of Commissioners to award a contract to **Ford, Scott & Associates, LLC** for the Authority's auditing services contract at a cost not to exceed **\$9,000** for the fiscal year ending September 30, 2020; and

WHEREAS, said audit report shall be completed no later than June 30, 2021.

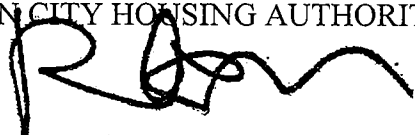
NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby authorizes its executive director or his designee to award the Auditing Services Contract to **Ford, Scott & Associates, LLC** for the fiscal year ending September 30, 2020.

ADOPTED: September 15, 2020

VOTE:

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


OCEAN CITY HOUSING AUTHORITY

BY: 
Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's (OCHA) Board of Commissioners held via-video conference on September 15, 2020 from the Management Offices of the OCHA located at 191 W. Chestnut Avenue, Vineland, New Jersey.

By:


Jacqueline S. Jones, Executive Director
Secretary/Treasurer

CERTIFICATION

Funding is available for:

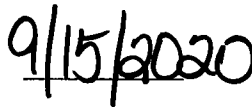
AUDITING SERVICES CONTRACT

from the Operating Budget. The line item to be charged for the above expenditure is Account # 4171-00.



Wendy Hughes

Certifying Financial Officer



Date

THE HOUSING AUTHORITY OF OCEAN CITY
UNIT PRICING - VENDOR MUST FILL IN ALL FIELDS - DO NOT ALTER FORM
AUDITING SERVICES
UNIT PRICING TABLE PAGE 1 OF 1

CODE	DESCRIPTION	BILLING RATE PER HOUR	ESTIMATED HOURS	TOTAL PRICE
AUDIT-HOURS	Provide price for complete Audit FYE September 30, 2020 as defined in the scope above. Include the estimated number of hours needed to complete the Audit.			
160.0		\$45 to \$200	160.0	\$9,000.00

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 \$ 9,000.00

Nine Thousand and 00/100 Dollars
TOTAL PRICE IN WRITTEN WORD FORM

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

Ford, Scott & Associates, L.L.C., BY: Leon P. Costello
Firm Name

1535 Haven Avenue, Ocean City, NJ 08226
Street, Town, State, Zip Code

609-399-6333 609-399-3710
Telephone Fax

Sworn to and subscribed before me 24
day of August, 2020

Signature of proposer if the proposer is an individual

Signature of partner if proposer is a partnership

Signature of officer if the proposer is a corporation

Partner
Title

Susan M. Rubba
Notary Public

(SEAL)
SUSAN M. RUBBA
NOTARY PUBLIC
My Commission Expires 01-17-2022
STATE OF NEW JERSEY

Comparison of Auditing Firms Submitting RFP 2020-2021

Evaluation Factors	Vendor Name							
	Possible Points	FORD SCOTT & ASSOCIATES LLC						
	10							
1. Overall audit approach and methodology	10							
2. Demonstrated experience and competence in the audit of government agencies manner.	15							
3. Proposer's professional experience with the "Single Audit Act" or in audits of the United States Department of Housing and Urban Development (HUD) or similar governmental audits	20							
4. Capability and capacity to accomplish work within the required time period	10							
5. Geographic location of the firm relative to the proximity to the Housing Authority	5							
6. Specialized experience of key personnel in Housing Authority programs	20							
7. Firm's Equal Opportunity Policy. Each proposer must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, or national origin	10							
8. Fee structure as shown on the unit pricing document in the RFP.	10							
Cost Breakdown								
Cost of Complete Audit		\$	9,000.00					

No other RFP's received.

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

**RESOLUTION NO. 2020-36
Resolution Awarding Legal Services Contract – General Counsel**

WHEREAS, the Ocean City Housing Authority is required to have licensed legal representation to act as its solicitor; and

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

WHEREAS, one proposal for Legal Services was submitted and reviewed; and

WHEREAS, the Ocean City Housing Authority recommends to its Board of Commissioners a one-year contract to **Eisenstat, Gabage, & Furman** to provide the Ocean City Housing Authority with its legal services for its fiscal year commencing October 1, 2020 through September 30, 2021 for a yearly retainer of **\$15,000** and additional services 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 Legal Services Contract to **Eisenstat, Gabage, & Furman** for the term indicated above.

ADOPTED: September 15, 2020

VOTE:

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

OCEAN CITY HOUSING AUTHORITY

BY: _____

Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's (OCHA) Board of Commissioners held via-video conference on September 15, 2020 from the Management Offices of the OCHA located at 191 W. Chestnut Avenue, Vineland, New Jersey.

By: _____

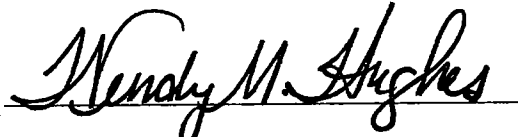
Jacqueline S. Jones, Executive Director
Secretary/Treasurer

CERTIFICATION

Funding is available for:

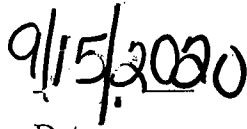
LEGAL SERVICES CONTRACT

from the Operating Budget. The line item to be charged for the above expenditure is Account # 4130-00.



Wendy Hughes

Certifying Financial Officer



Date

THE OCEAN CITY HOUSING AUTHORITY
UNIT PRICING - VENDOR MUST FILL IN ALL FIELDS - DO NOT ALTER FORM
LEGAL SERVICES
UNIT PRICING TABLE PAGE 1 OF 1

CODE	DESCRIPTION	BILLING RATE PER HOUR	ESTIMATED HOURS	TOTAL PRICE
LEGAL-CNSL	Provide price per hour for General Counsel as defined in the scope above.	\$150	20	\$3,000*
LEGAL-PARA	Provide price per hour for a Paralegal as defined in the scope above.	None	10	**
LEGAL-RETAIN	Provide a price for monthly retainer fee as defined in the scope above.	N/A	12	\$15,000 Annual***
LEGAL-FILING	Provide a price to file legal action for non-payment of rent. (residents - Public Housing, Section 8, Affordable Housing, Low Income Tax Credit)	\$75	10	\$750
LEGAL-APPEAR	Provide a price to appear in court to represent OCHA in non-payment of rent case. (residents - Public Housing, Section 8, Affordable Housing, Low Income Tax Credit)	\$75	5	\$375

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 \$16,125

Sixteen Thousand One Hundred Twenty Five Dollars
TOTAL PRICE IN WRITTEN WORD FORM

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

Eisenstat, Gabage &
Furman, P.C. BY: Charles W. Gabage, Esquire.
Firm Name

1179 E. Landis Avenue, Vineland, NJ 08360
Street, Town, State, Zip Code

856-691-1200 856-691-0414
Telephone Fax

Sworn to and subscribed
before me on this 19th
day of August 2020

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

Charles W. Gabage
Vice President &
Title Treasurer

PATRICIA C. SERAD
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 12-10-2024

* Included in \$15,000
annual retainer
(\$1,250 Monthly)

** No billing for non
Lawyer services

*** At OCHA's option,
OCHA may retain
Proposer at an
hourly rate of \$150
for services performed
which will be billed
monthly

or
OCHA can retain
Proposer based upon
an annual retainer
to be billed monthly

**PROPOSAL FOR FEES FOR LEGAL SERVICES FOR
THE HOUSING AUTHORITY OF THE CITY OF OCEAN CITY**

Retainer Requested: Annual retainer of \$15,000.00. It is proposed that the Authority be billed hourly based upon the work performed. Absent unusual circumstances, it is unlikely that the entire \$15,000.00 retainer will be billed.

Landlord/Tenant Matters: The \$15,000.00 retainer stated above would include landlord/tenant matters. It would be in the Authority's best interest that landlord/tenant matters also be billed at the rate of \$150.00 per hour.

Travel Time: Travel time to be billed at the normal hourly rate of \$150.00 per hour but usually for only one-way travel.

Paralegal, Administrative and Secretarial Services: There are no additional charges for these services. They are included in the attorney's hourly rate.

The above proposal will remain in effect for the second year of the contract, if applicable.

Authorized signature:

By: _____

Charles W. Gabage, Esquire
Vice President and Treasurer

Eisenstat, Gabage & Furman, P.C.
1179 E. Landis Avenue
Vineland, NJ 08360
(856) 691-1200
charles.gabage2@gmail.com

Comparison of Legal Firms Submitting RFP 2020-2021
GENERAL COUNSEL

Evaluation Factors	Possible Points	Vendor Name						
		EISENSTAT, GABAGE, AND FURMAN						
1. General Legal Experience	20							
2. Legal experience with Landlord/Tenant; Fair Housing; Contract; Litigation; Collection; Labor/Management Negotiations; Grievance Proceedings; Housing Issues; Administrative Law; Real Estate Acquisition;	20							
3. Experience representing a NJ Public Housing Authority; Knowledge & Experience with Federal & State Regulations and Statutes	20							
4. Specialized experience of key personnel in Housing Authority programs	20							
5. Firm's Equal Opportunity Policy. Each proposer must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, or national origin	10							
6. Fee structure as shown in the RFP unit pricing document.	10							
Total		0	0					

No other RFP's received.

Cost Breakdown								
Legal Counsel cost per hour	\$	150.00						
Paralegal cost per hour	\$	-						
Monthly Retainer Fee	\$	1,250.00						
Cost to file for non-payment of rent	\$	75.00						
Cost to appear for non-payment of rent case	\$	75.00						

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

RESOLUTION NO. 2020-37
Resolution Awarding Consulting Services Contract

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

WHEREAS, one proposal for Consulting Services was submitted and reviewed; and

WHEREAS, the Ocean City Housing Authority recommends to its Board of Commissioners to award a one-year contract to **The Brooke Group** to provide the Ocean City Housing Authority with its consulting services for one year commencing October 1, 2020 through September 30, 2021 per the rates attached hereunto.

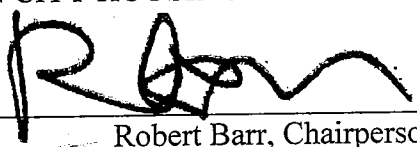
NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby authorizes its executive director or his designee to prepare and execute the Consulting Services contract to **The Brooke Group** for the term indicated above.

ADOPTED: September 15, 2020

VOTE:

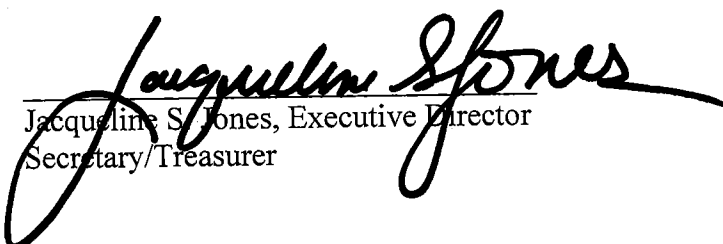
Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					
Commissioner McCall	✓				✓	
Commissioner Jackson	✓					✓
Commissioner Henry	✓					
Commissioner Mumman	✓					
Commissioner Broadley	✓					
Chairman Barr	✓					

OCEAN CITY HOUSING AUTHORITY

BY: 
Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's (OCHA) Board of Commissioners held via-video conference on September 15, 2020 from the Management Offices of the OCHA located at 191 W. Chestnut Avenue, Vineland, New Jersey.

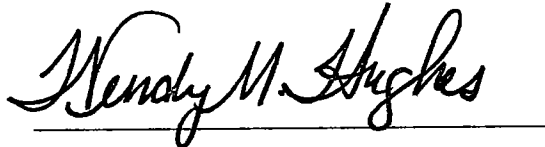
By: 
Jacqueline S. Jones, Executive Director
Secretary/Treasurer

CERTIFICATION

Funding is available for:

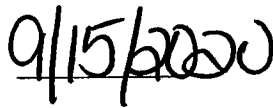
CONSULTING SERVICES CONTRACT

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

A handwritten signature in black ink, reading "Wendy M. Hughes", written over a horizontal line.

Wendy Hughes

Certifying Financial Officer

A handwritten date in black ink, reading "9/15/2020", written over a horizontal line.

Date

THE OCEAN CITY HOUSING AUTHORITY
UNIT PRICING - VENDOR MUST FILL IN ALL FIELDS - DO NOT ALTER FORM
CONSULTING SERVICES
UNIT PRICING TABLE PAGE 1 OF 1

CODE	DESCRIPTION	BILLING RATE PER HOUR	ESTIMATED HOURS	TOTAL PRICE
CNSLT-HOURS	Provide price per hour for Principle/Senior Associates	130	50	6,500
CNSLT-CLERICAL	Provide price per hour for Clerical Work	65	20	1,300
CNSLT-LEGAL	Provide price per hour for Legal Consultation - legal counsel should be familiar with Housing matters (Public Housing, Affordable, Redevelopment, Tax Credits, RAD, etc.) (vendor may elect to use their in-house counsel or contracted Counsel)	TBD	15	
CNSLT-FINANCE	Provide price per hour for financial caseworker	130	25	3,250
CNSLT-CSWRK	Provide price per hour for resident caseworker	130	50	6,500
CNSLT-PRJTMGR	Provide price per hour for a project manager	130	50	6,500

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 \$ 24,050.00

twenty four thousand fifty 00/100
TOTAL PRICE IN WRITTEN WORD FORM

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

Firm Name The Brooke Group LLC By Holly Ginneth

Street, Town, State, Zip Code 209 E. Eganor Dr. Galloway, NJ 08205

Telephone (609) 652-7788 Fax (609) 652-2065

Sworn to and subscribed before me 14 day of August 2020

Signature of proposer if the proposer is an individual [Signature]

Signature of partner if proposer is a partnership [Signature]

Signature of officer if the proposer is a corporation [Signature]

MELODY A. MALICK
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JULY 12, 2022

[Signature]
Business Manager (SEAL)

Proposed Fee Schedule 2020

The Brooke Group is prepared to provide the services as needed or requested paid at the following rates:

Managing Director and Executive Associates	
➤ Richard Ginnetti	\$130 per hour
➤ Errol Shorter	
➤ Dan Pelouze	
Professional Staff	
➤ Holly Ginnetti	\$105 per hour
➤ Stefanie Watts	
Clerical	\$65 per hour
Sub consultant	
N/A	

Not shown in the cost proposal form is how The Brooke Group will find cost savings whenever possible. The form does not differentiate between how certain project management tasks may be split among The Brooke Group team members. Many tasks will have the ability to be delegated to professional staff thus reducing the overall rate.

The Brooke Group will provide appropriate qualifications and information on staff and associates not already listed in the response to this RFP prior to staff or associate implementing any work or activities under this agreement.

Our hourly rate includes all related paper, mailing, printing, fax phones, etc.

Comparision of Consulting Firms Submitting RFP 2020-21

**No other RFP's
received.**

[illegible]

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

**RESOLUTION NO. 2020-38
Resolution Awarding As-Needed Yardi Consulting Services**

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

WHEREAS, one proposal was submitted and reviewed; and

WHEREAS, the Ocean City Housing Authority recommends to its Board of Commissioners to award a one-year contract to **Integrated Systems Associates, Inc.** to provide the Ocean City Housing Authority with its as-needed Yardi Consulting Services for its fiscal year commencing October 1, 2020 through September 30, 2021 in accordance with the attached fee schedule; and

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

ADOPTED: September 15, 2020

VOTE:

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

OCEAN CITY HOUSING AUTHORITY

BY: _____

Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's (OCHA) Board of Commissioners held via-video conference on September 15, 2020 from the Management Offices of the OCHA located at 191 W. Chestnut Avenue, Vineland, New Jersey.

By: _____

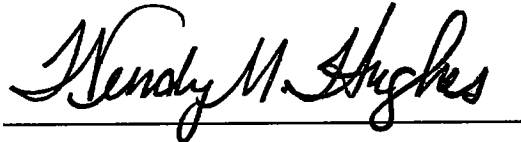
Jacqueline S. Jones
Jacqueline S. Jones, Executive Director
Secretary/Treasurer

CERTIFICATION

Funding is available for:

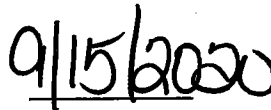
YARDI CONSULTANT SERVICES CONTRACT

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



Wendy Hughes

Certifying Financial Officer



Date

THE OCEAN CITY HOUSING AUTHORITY
 UNIT PRICING - VENDOR MUST FILL IN ALL FIELDS - DO NOT ALTER FORM
 YARDI SYSTEMS CONSULTING SERVICES
 UNIT PRICING TABLE PAGE 1 OF 1

CODE	DESCRIPTION	BILLING RATE PER HOUR	ESTIMATED HOURS	TOTAL PRICE
CNSLT-SENR	Provide price per hour for Principle/Senior Associates	175	120	21000
CNSLT-REPT	Provide price per hour for Report Writing	175	20	3500
CONSULT-ASSC	Provide price per hour for Technical Associates	175	60	10500

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 \$ 35000

Thirty Five Thousand

TOTAL PRICE IN WRITTEN WORD FORM

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

Integrated Systems Associates, Inc. BY: James Sheckells

Firm Name

9964 Timberknoll Lane, Ellicott City, MD 21042

Street, Town, State, Zip Code

410-984-0388 n/a

Telephone Fax

Sworn to and subscribed before me James Sheckells

day of August 7 2020

Signature of proposer if the proposer is an individual

Signature of partner if proposer is a partnership

Signature of officer if the proposer is a corporation

Notary Public (SEAL)

President

Title

Comparision of Yardi Consulting Firms Submitting RFP 2020-2021
YARDI CONSULTING SERVICES

Evaluation Factors	Vendor Name							
	Possible Points	Integrated Systems Associates, Inc.						
1. Capabilities of the Team or Firm: This criterion evaluates the capability of each respondent to assist the authorities in the above areas. This criterion will be scored based on the experience of each respondent, as measured by number and value of similar engagements the firm has had within the past five (5) years.	40							
2. Knowledge and Skills of the Individuals to be Assigned: This criterion evaluates the knowledge and skills of the individuals who will actually be providing the various kinds of reporting, technical and systems knowledge required to complete the various tasks outlined in the RFP. This criterion will be scored based on the resumes to be submitted for individuals to be assigned to provide the consulting services.	25							
3. Proposed Terms: This criterion evaluates the fee for services provided based on an hourly rate.	35							
Total Average Score	100							

No other RFP's received.

Cost Breakdown								
Principle\Senior Associate cost per huor		\$	175.00					
Report Writer cost per hour		\$	175.00					
Technical Associate cost per hour		\$	175.00					

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

**RESOLUTION NO. 2020-39
Resolution Awarding Special Engineering Services Contract**

WHEREAS, the Ocean City Housing Authority recognizes the need to complete an Affordable Scattered Site Homes Project; and

WHEREAS, the Ocean City Housing Authority has solicited Requests for Proposals for Special Engineering Services for the Affordable Scattered Site Homes Project; and

WHEREAS, one proposal for Special Engineering Services was submitted and reviewed; and

WHEREAS, the Ocean City Housing Authority recommends to its Board of Commissioners to award a contract to **Sciullo Engineering Services, LLC** to provide the Ocean City Housing Authority with its Special Engineering services for the duration of the Affordable Scattered Site Homes Project 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 Special Engineering Services contract to **Sciullo Engineering Services, LLC** for the project indicated above.

ADOPTED: September 15, 2020

VOTE:

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

OCEAN CITY HOUSING AUTHORITY

BY: _____

Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's (OCHA) Board of Commissioners held via-video conference on September 15, 2020 from the Management Offices of the OCHA located at 191 W. Chestnut Avenue, Vineland, New Jersey.

By: _____

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

CERTIFICATION

Funding is available for:

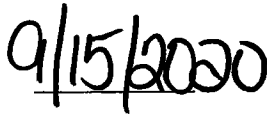
SPECIAL ENGINEERING SERVICES CONTRACT

from the Operating Budget. The line item to be charged for the above expenditure is Account # 4430-21.



Wendy Hughes

Certifying Financial Officer



Date

THE HOUSING AUTHORITY OF THE CITY OF OCEAN CITY

UNIT PRICING - VENDOR MUST FILL IN ALL FIELDS - DO NOT ALTER FORM
Special Engineering Services - Scattered Site Project
UNIT PRICING TABLE PAGE 1 OF 1

CODE	DESCRIPTION	FLAT RATE		TOTAL PRICE
PHASEI	Provide price to complete Plot Plan			6,800
PHASEII	Provide price to complete Flood Hazard Permit			7,100
PHASEIII	Provide price to complete Soil Conservation District Certification Application			2,480
PHASEIV	Provide price for Construction Documentation and Bidding			5,900
PHASEV	Provide price for ConstructionAdministration			2,400
HOURLY	Provide hourly rate for additional services not included in the scope of Services	Hourly Rate \$150	Estimated Hours 20	3,000

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 \$ 27,680

Twenty Seven Thousand Six Hundred and Eighty Dollars
TOTAL PRICE IN WRITTEN WORD FORM

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

Sciullo Engineering Services, LLC Jason T. Sciullo

Firm Name

17 S. Gordon's Alley, Suite 3, Atlantic City, NJ 08401

Street, Town, State, Zip Code

609-300-5171

Telephone

Fax

Sworn to and subscribed
before me

Sept 11, 2020

Signature of proposer if the proposer is an individual

Day of

20

Signature of partner if proposer is a partnership

Notary Public

Signature of officer if the proposer is a corporation

Principal Engineer

(SEAL)

Managing Member



Comparison of Engineering Firms Submitting RFP 2020-2021
Professional Special - Engineering Services - Scattered Site Project

Evaluation Factors	Vendor Name									
	Possible Points	SCIULLO ENGINEERING SERVICES LLC								
1. A/E Firm Qualifications/ Executive Summary " The experience and qualifications of the A/E firm evidenced by resumes of the key members of the firm. " The degree to which members of the firm have successfully worked together on similar projects will be given consideration.	20									
2. The degree to which the references are relevant to the proposal and the degree to which reference checks provide affirmation of the Respondent's ability to develop and manage a project in a timely and professional manner.	5									
3. Experience with FEMA Regulations - firms approach to meeting FEMA Design and Development requirements	20									
4. Experience with COAH Regulations - overall experience of firm in relation to COAH regulations	20									
5. Representations, Certifications and other Statements - all applicable Federal, State and HUD documentation	5									
6. Affordable Housing Experience " Demonstrated success in assembling A/E design packages for affordable housing. " Demonstrates the ability to meet project construction target; and any additional construction costs caused by design deficiencies. " Demonstrated successful experience completing similar projects (design and construction administration).	5									
7. Required Documentation Submission of required checklist and forms	5									
8. Cost of Services	20									
Total Average Score	100	0	0.00	0.00						
Cost Breakdown										
PHASE I - Plot Plan		\$ 6,800.00								
PHASE II - Complete Flood Hazard Permit		\$ 7,100.00								
PHASE III - Soil Conservation District Application		\$ 2,480.00								
PHASE IV - Construction Documentation & Bidding		\$ 5,900.00								
PHASE V - Cconstruction Administration		\$ 2,400.00								
Hourly Rate		\$ 150.00								

No other RFP's received.

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

**RESOLUTION NO. 2020-40
Resolution Approving Expenditure for Bayview Manor Roof Renovations**

WHEREAS, the Ocean City Housing Authority recognizes the need for renovations of the roof at Bayview Manor; and,

WHEREAS, the Authority advertised and received public bids for the renovations to the roof at Bayview Manor; and,

WHEREAS, Winchester Roofing Corp. – 8 Democrat Way; Gibbsboro, NJ 08026 provided the lowest responsible bid; and,

WHEREAS, the Authority recommends the contract be awarded to Winchester Roofing Corp.; and,

WHEREAS, the Authority has funding available for this expenditure; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby awards the contract for the renovations to the roof at Bayview Manor and approves the expenditure of funds in the amount of \$234,153 to Winchester Roofing Corp.

ADOPTED: September 15, 2020

VOTE:

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

OCEAN CITY HOUSING AUTHORITY


BY: _____


Robert Barr, Chairperson

ATTESTATION:

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's (OCHA) Board of Commissioners held via-video conference on September 15, 2020 from the Management Offices of the OCHA located at 191 W. Chestnut Avenue, Vineland, New Jersey.

By: _____

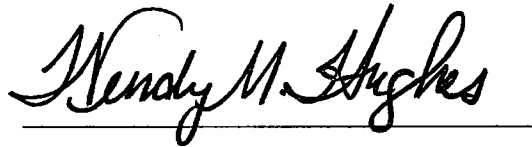

Jacqueline S. Jones, Executive Director
Secretary/Treasurer

CERTIFICATION

Funding is available for:

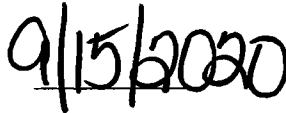
RENOVATION OF ROOF AT BAYVIEW MANOR

from the City of Ocean City – Affordable Housing Funding Agreement Dated April 9, 2020.

A handwritten signature in black ink, reading "Wendy M. Hughes", written over a horizontal line.

Wendy Hughes

Certifying Financial Officer

A handwritten date in black ink, reading "9/15/2020", written over a horizontal line.

Date

September 11, 2020

Jacqueline Jones, Executive Director
Ocean City Housing Authority
204 4th Street
Ocean City, NJ 08226

Re: Bayview Manor
Recommendation to Award

Dear Ms. Jones,

On Thursday, September 10, 2020 bids were publicly opened and read aloud for the above referenced project. Six contractors submitted bids for the project. The low base bid was submitted by Winchester Roofing Corp., New Jersey in the amount of \$234,153.00. Our office has evaluated their bid and believe it to be responsive. In order to complete the bid, our office would request item #23 of the Bidder's Checklist, Third Party Inspection Form. Once the item #23 is received, we recommend the board of the Ocean City Housing Authority award a construction contract to Winchester Roofing Corp.

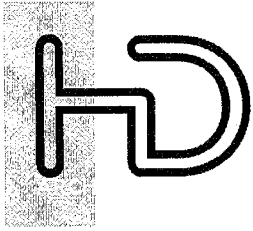
Thank you for the opportunity to be of service. We look forward to the successful completion of this project with you.

Sincerely,

Michael R. Donovan, AIA



400 S BROADWAY | SUITE 101
CAMDEN NJ 08103
www.haleydonovan.com



BID TABULATION - 09/10/2020

Project: Bayview Manor Roof Renovations
HD#: 19-037
Owner: Ocean City Housing Authority
204 4th Street
Ocean City NJ 08226
Bids Opening: September 10, 2020, 10:00am EDT @ Vineland Housing Authority, C/O Ocean City Housing Authority, 191 W Chestnut Avenue, Vineland, NJ 08360

CONTRACTOR	AMOUNT
1 Winchester Roofing Corp.	\$ 234,153.00
2 Duga Construction LLC	\$ 256,000.00
3 Northeast Roof Maintenance, Inc.	\$ 258,000.00
4 DDS Construction LLC	\$ 296,600.00
5 DANolt	\$ 318,577.00
6 Journey Contracting Co. Inc.	\$ 483,667.25

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Winchester Roofing Corp.
- B. Project Name: Bayview Manor Roof Renovations.
1. Project Location: 635 West Avenue & East Sixth Street, Ocean City, NJ.
- C. Owner: Ocean City Housing Authority, 204 4th Street, Ocean City, NJ 08226
- D. Architect: Haley Donovan LLC, 400 S. Broadway, Suite 101, Camden, NJ, 08103.
- E. Architect Project Number: 19-037.

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Haley Donovan LLC and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
1. Two hundred thirty four One hundred fifty three Dollars (\$ 234,153)
2. The above amount may be modified by amounts indicated by the Bidder on the attached Document 004323 "Alternates Form."

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting ten percent (10%) of the Base Bid amount above (not to exceed \$20,000):
1. Twenty thousand Dollars (\$ 20,000)
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Owner and shall fully complete the Work within 90 calendar days.

1.5 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
1. Bid Form Supplement - Bid Bond Form (AIA Document A310).
 2. Bid Form Supplement - Proposed Schedule of Values Form
 3. Bid Form Supplement - Bid Guarantee
 4. Bid Form Supplement - Stockholder's Disclosure
 5. Bid Form Supplement - List of Prime Sub-Contractors
 6. Bid Form Supplement - Acknowledgement of Receipt of Addenda

1.6 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Ocean City, State of New Jersey and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.7 SUBMISSION OF BID

- A. Respectfully submitted this 10 day of Sept 2020.
- B. Submitted By: Winchester Roofing Corp (Name of bidding firm or corporation).
- C. Authorized Signature: [Signature] (Handwritten signature).
- D. Signed By: June O Michael (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).
- F. Witness By: [Signature] (Handwritten signature).
- G. Attest: [Signature] (Handwritten signature).
- H. By: James S Michael (Type or print name).
- I. Title: Secretary (Corporate Secretary or Assistant Secretary).
- J. Street Address: 8 DEMOCRAT
- K. City, State, Zip: Gibbstown NJ 08026
- L. Phone: 856 256 8585

M. License No.: _____

N. Federal ID No.: 22 3047235 (Affix Corporate Seal Here).

END OF DOCUMENT 004113

Bayview Manor Roof sov by Winchester Roofing Corp

9/10/20

bonds/insurance

12 000

Mobilization

14 000

Dumpsters

10 000

Roof material

61 000
63 000

Roof labor

27 000

Coping material

8 000

Coping labor

8 000

Punch list

6 000

Close out

209,000
10% OH 20 900

229 900
11 495

241,395

3% DISCOUNT - 7242

\$234,153 *pm*

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

20-56-295

APPROVING AFFORDABLE HOUSING FUNDING AGREEMENT

WHEREAS, on March 10, 2015, the New Jersey Supreme Court issued its decision in In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV"). In that decision, the New Jersey Supreme Court transferred primary jurisdiction over affordable housing matters from the New Jersey Council on Affordable Housing ("COAH") to the New Jersey Superior Court and established a transitional process for municipalities like the City of Ocean City file declaratory judgment actions seeking to declare their Housing Element and Fair Share Plans ("HEFSPs") to be constitutionally compliant and seeking similar protections to what they would have received if they had continued to proceed before COAH; and

WHEREAS, pursuant to N.J.S.A. 52:27D-313 and Mount Laurel IV, the New Jersey Superior Court has the authority to enter an Order granting protection and repose against exclusionary zoning litigation to a municipality that is in compliance with its affordable housing obligations under the Fair Housing Act, N.J.S.A. 52:27D-301, et seq.; and

WHEREAS, on July 7, 2015, the City of Ocean City ("City") filed a declaratory judgment action under docket number CPM-305-15 with the New Jersey Superior Court, Cape May County ("the DJ action") seeking to declare its HEFSPs as being constitutionally compliant and seeking protection and repose against exclusionary zoning litigation for a ten (10) year period; and

WHEREAS, the City reached an agreement with Fair Share Housing Center as to the City's obligation for providing affordable housing and the methodology and strategies for meeting that obligation (the "Settlement Agreement"); and

WHEREAS, the Court held a Fairness Hearing on August 28, 2018, at which time the Court determined that the Settlement Agreement satisfies the City's obligation to provide a realistic opportunity to satisfy its Rehabilitation, Prior Round and Third Round "fair share" of the regional need for housing affordable to low income and moderate income households pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, et seq., the substantive, applicable regulations of the New Jersey Council on Affordable Housing ("COAH"), Mount Laurel IV and other applicable laws; and

WHEREAS, the Court held a Compliance Hearing on August 28, 2018 and thereafter issued an order granting to Ocean City a Third Round Judgment of Compliance and Repose; and,

WHEREAS, in accordance with the Settlement Agreement the City is proceeding in conjunction with the Ocean City Housing Authority with the preparation for the construction of affordable senior units at the Bayview Manor site in a new building to be known as Speitel Commons at Bayview Manor, and, in addition, to rehabilitate Bayview Manor; and,

WHEREAS, as part of its application for funding for Speitel Commons, the Ocean City Housing Authority needs confirmation of the City's approval of the Affordable Housing Funding Agreement, a copy of which is attached hereto; and,

WHEREAS, in light of the current COVID-19 health emergency, Council recognizes that the construction schedules included with the attachments hereto are proposed schedules and generally illustrate the timeframe of the project, but that the commencement dates, and all of the subsequent dates in the schedule, may be revised; and,

WHEREAS, the Housing Authority's construction of affordable units devoted for the use of senior citizens remains a priority of City Council and is in the best interests of the City and its residents;

CITY OF OCEAN CITY
CAPE MAY COUNTY, NEW JERSEY

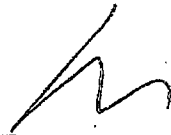
RESOLUTION

20-56-295

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ocean City, Cape May County, New Jersey, on this day of April 2020, that:

1. The City Council hereby approves the attached Affordable Housing Funding Agreement; and,
2. The Mayor or his designee hereby authorized and directed to execute the said agreement.
3. This Resolution shall take effect immediately.

I do hereby certify that the foregoing is a true and exact copy of a resolution adopted at a meeting of the Governing Body of the City of Ocean City, held on the day of April 2020.



Peter V. Madden, Council President

Offered byCOUNCILMAN BARR..... Seconded byCOUNCILWOMAN BERGMAN.....

The above resolution was duly adopted by the City Council of the City of Ocean City, New Jersey, at a meeting of said Council duly held on the9TH..... day ofAPRIL..... 2020.

Melissa G. Rafter
City Clerk

NAME	AYE	NAY	ABSENT	ABSTAINED
Barr	X			
Bergman	X			
DeVlieger	X			
Hartzell	X			
Madden	X			
Wilson	X			

AFFORDABLE HOUSING FUNDING AGREEMENT

Dated as of April 9, 2020
Between

THE CITY OF OCEAN CITY
as City or Fund Provider

and

THE HOUSING AUTHORITY OF THE CITY OF OCEAN CITY, NEW JERSEY
as Owner

PROJECTS AND LOCATION (Collectively the Project):

- Bayview Manor – renovations of existing apartment complex
635 West Ave, Ocean City, NJ
- Speitel Commons at Bayview Manor – new construction 32-unit apartments
308 6th Street, Ocean City, NJ
- Pecks Beach Senior – demolition of existing apartment complex
320 - 342 Haven Ave. (block 310, lot 14), 325 – 343 Haven Ave. (block 309, lot 2), and
345 Haven Ave. (block 309, lot 1), Ocean City, NJ

This **AFFORDABLE HOUSING FUNDING AGREEMENT** (this "Agreement"), is dated as of _____, 2020, and is between, the **Housing Authority of the City of Ocean City, New Jersey**, 204 Fourth Avenue, Ocean City, New Jersey 08226 ("**Owner**"), and the **City of Ocean City, NJ**, having its offices at 861 Asbury Avenue, New Jersey 08226 (the "**City**" or "**Fund Provider**").

RECITALS:

WHEREAS, the proceeds of the Fund Amount (as herein defined) shall be made available in accordance with the terms of this Agreement, including, without limitation, the conditions to Advances (as herein defined) set forth in Article III herein; and

WHEREAS, Owner and the City shall fund the construction necessary in connection with the new construction of Speitel Commons at Bayview Manor, renovations of Bayview Manor and demolition of Pecks beach Senior.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, Owner and the City hereby agree as follows:

ARTICLE I

PARTICULAR TERMS, DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 Particular Terms. As used in this Agreement, the terms defined in the foregoing premises shall have the meanings set forth therein and the following terms shall have the respective meanings indicated opposite each of them.

"Advances" — The advance of Fund Amount proceeds to be made hereunder from time-to-time.

"Construction Schedule" — That certain construction schedule attached hereto as Exhibit A.

"Direct Contract" - Any contract between Owner and Contractor for specific construction project (e.g. replacement of windows at Bayview Manor) which requires Contractor or such other person to provide, or supervise or manage the specific construction activity including any required procurement of, substantially all labor and materials needed for completion of said specific construction activity.

"Direct Contractor" — Any contractor procured by the Owner to provide specific construction activity.

"Dollars" and "\$" — Lawful money of the United States of America.

"Force Majeure Event" — Acts of God (including storms, floods or other casualty), war, invasion, insurrection, taking by eminent domain laws, the lack of labor or supplies due to an act of God, strike or labor disputes, or order of government authorities.

"Fund Amount" — Six Million Six Hundred and Three Thousand and Nine Hundred Forty Three Dollars (\$6,603,943.00 as more fully set forth in the Construction Schedule and Project Budget for sub-project.

"General Contract" — Any contract between Owner and General Contractor for a variety of construction activities (e.g. construction of Speitel Commons), which requires General Contractor or such other person to provide, or supervise or manage the procurement of, substantially all labor and materials needed for completion of the construction project.

"General Contractor" — for Speitel Commons is Gary F. Gardner, Inc.

"Governmental Authorities" — The United States, the State of New Jersey, and any political subdivision, agency, department, commission, board, bureau or instrumentality of either of them, including any local authorities, which exercises jurisdiction over Owner, the Premises.

"Hard Costs" — The aggregate costs of all labor, materials, and equipment, necessary for completion of the construction required in connection with the Improvements.

"Hard Cost Statement" — A statement, in a form acceptable to City, of Hard Costs incurred and to be incurred, trade by trade, to be prepared by the General Contractor or Direct Contractor, reviewed and approved by Project Architect and submitted to Fund Provider as part of each Requisition.

"Initial Advance" — The first advance of Fund Amount proceeds to be made hereunder.

"Improvements" — the construction work (as specified in the Construction Schedule and Project Budget) for each Sub-Project

"Law" — Any federal, state or local law, statute, rule, regulation, ordinance, order, decree, directive, requirement, code, notice of violation or rule of common law, now or hereafter in effect, and in each case as amended, and any judicial or administrative interpretation thereof by a Governmental Authority or otherwise, including any judicial or administrative order, determination, consent decree or judgment.

"Person" — Any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other entity, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Premises" — The real property described as indicated on the cover hereof, upon all or part of which the Improvements are to be constructed.

"Project Architect" — Haley and Donovan, LLC

"Project Budget" — That certain project budget attached hereto as Exhibit B. Said Project Budget is Sub-Project Specific.

"Requisition" — An AIA Application and Certificate for payment completed by or on behalf of Owner (or other statement in a form satisfactory to Fund Provider) setting forth, among other things, the amount of the Construction Fund advance requested in each instance and also including:

- (i) the Hard and Soft Cost Statements;
- (ii) Lien waivers from all General Contractors and or Direct Contractors, in form and substance satisfactory to Fund Provider;
- (iii) proof of payment of all Soft Costs covered by the previous Requisition;
- (iv) proof of payment by Owner of other sources of funds as identified in the Project Budget for such Hard Costs and Soft Costs; and
- (v) relating to Owner's final request for payment, cost certification from the General Contractor and or Director Contractor in a form satisfactory to Fund Provider.

"Soft Costs" — Those Project Budget Amounts which are not Hard Costs, including, but not limited to, architect's, engineer's and construction manager's fees, and other charges, insurance premiums and such other non-construction costs as shall be approved by Fund Provider.

"Soft Cost Statement" — A statement, in a form satisfactory to Fund Provider, of Soft Costs incurred and to be incurred, to be prepared by Owner and submitted to Fund Provider as part of each Requisition.

"Sub-Project" — Bayview Manor, Speitel Commons at Bayview Manor and Pecks Beach Senior demolition, each are Sub-Projects included in the overall Project.

Section 1.02 Rules of Construction.

Except as expressly provided otherwise, when used in this Agreement (i) "or" is not exclusive, (ii) "hereunder," "herein," "hereof and the like refer to this Agreement as a whole, (iii) "Article," "Section," "Schedule" and "Exhibit" refer to Articles, Sections, Schedules and Exhibits of this Agreement, (iv) terms defined in the singular shall have a correlative meaning when used in the plural and vice versa, (v) a reference to a Law includes any amendment, modification or supplement to, or replacement of, such Law and (vi) a reference to a document shall mean such document as the same may be amended, modified or supplemented from time to time in accordance with its terms. The cover page and the Exhibits and Schedules annexed hereto are incorporated as a part of this Agreement with the same effect as if set forth in the body

hereof. Any table of contents and all captions and headings herein are for convenience only and shall not affect the interpretation or construction hereof.

ARTICLE II

DEPOSIT OF FUND PROCEEDS AND FUND ADVANCES; RETAINAGE

Section 2.01 Deposit of Fund Amount. Subject to the provisions of this Agreement, Fund Provider will advance and Owner will accept the Fund Amount in installments in connection with the General Contract and or Direct Contract. The Initial Advance will be made, and all subsequent advances shall be made monthly thereafter, upon the satisfaction of the applicable conditions set forth in Section 3.01, in amounts which shall be equal to the aggregate of the Hard Costs and Soft Costs incurred by Owner.

Section 2.02 Certification and Verification of Costs. Hard Costs are to be certified by the General Contractor and or Direct Contract. Verification of the monthly progress and Hard Costs which have been incurred by Owner from time to time, and the estimated total Hard Costs, shall be conclusively determined by the Fund Provider's construction consultant, except that both Hard Costs and Soft Costs are also subject to approval and verification by Fund Provider from time to time, which approval and verification shall not be unreasonably delayed or denied.

Section 2.03 Procedures for Advances. All advances to Owner are to be made at Fund Provider's principal office or at such other place as Fund Provider may designate; provided, however, that Fund Provider reserves the right with respect to any Requisition, at any time and from time to time, to require that advances by Fund Provider hereunder be made jointly to Owner and the General Contractor and/or any direct contractors and suppliers to be paid from the funds being advanced under such Requisition. Requisitions shall be received by Fund Provider at least seven (7) days prior to the date of the requested advance and if approved such requisition will be funded at the next City Council meeting as long as an approved requisition is received by the City eight (8) days in advance of the Council meeting and after all conditions to Fund Provider's obligations to make advances under this Article II and under Section 3.01, as the case may be, have been satisfied.

Section 2.04 Retainage. The City shall retain an amount equal to five percent (5%) of the total Fund Amount for each construction contract either General Contractor or Direct Contractor until the Improvements are completed. Said Retainage shall be disbursed by the City to the Owner upon the expiration of thirty (30) days after the completion of the Improvements for said contract.

ARTICLE III

CONDITIONS PRECEDENT

Section 3.01 Conditions Precedent to Closing and Initial Advance. The City shall not be obligated to close and make the Initial Advance unless the representations and warranties made by Owner to the City herein, or in any other document, certificate or statement executed

or delivered to the City in connection with the Fund shall be true, accurate and correct on and as of the date of the Initial Advance with the same effect as if made on such date.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Owner represents and warrants to the City as follows:

Section 4.01 Due Formation: Power and Authority. Owner a public body corporate and politic organized and existing under the laws of the State of New Jersey, and has full power and authority to consummate the transactions contemplated hereby and to execute, deliver and perform this Agreement.

Section 4.02 Legally Enforceable Agreements. This Agreement is a legal, valid and binding obligation of Owner enforceable against it in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency and other similar Laws affecting creditors' rights generally.

Section 4.03 Litigation. To the best of the Owner's knowledge, there are no actions, suits or proceedings pending or threatened against or affecting Owner, the Premises, or the priority of the lien thereof at law, in equity or before or by any Governmental Authorities except actions, suits or proceedings which have been disclosed to the City in writing and which are fully covered by insurance or would, if adversely determined, not substantially impair the ability of Owner to otherwise pay and perform its obligations in connection with the Fund; to Owner's best knowledge, it is not in default with respect to any order, writ, injunction, decree or demand of any court or Governmental Authorities.

Section 4.04 No Conflicts or Defaults. The consummation of the transactions contemplated hereby and the performance hereof have not resulted and will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, bank loan or credit agreement, corporate charter, by laws, operating agreement, partnership agreement or other instrument to which Owner is a party or by which it may be bound or affected.

ARTICLE V

COVENANTS

Owner covenants and agrees with the City that it will promptly:

Section 5.01 Compliance with Laws, Payment of Taxes "PILOT". Comply or cause compliance with all Laws applicable to it, the operation of the Premises, or any part thereof, such compliance to include, without limitation, paying or causing to be paid before the same become delinquent all taxes, assessments and governmental charges imposed on it, the Premises or any part thereof, and promptly furnish the City with reports of any official searches made by Governmental Authorities and any claims of violations thereof.

Section 5.02 Continuing Accuracy of Representations and Warranties. Cause all of the representations and warranties made by the Owner to the City herein, in the General Contract to be continuously true and correct.

Section 5.03 Inspection and Cooperation. Permit the City and its representatives to enter upon the Premises, upon reasonable notice, and inspect the Premises.

Section 5.04 Payment of Costs. Pay or cause to be paid all costs and expenses required for construction, installation and operation of the Premises, and the satisfaction of the conditions hereof, including, without limitation:

(a) all document taxes, recording and filing expenses and fees and commissions lawfully due to brokers in connection with the transactions contemplated hereby, and

(b) any taxes "PILOT", insurance premiums, liens, security interests or other claims or charges against the Premises.

ARTICLE VI

GENERAL CONDITIONS AND PROVISIONS

Section 6.01 Advance Not Waiver. Any advance by the City of Fund Amount proceeds hereunder made prior to or without the fulfillment by Owner of all of the conditions precedent thereto, whether or not known to the City, shall not constitute a waiver by the City of the requirement that all conditions, including the non-performed conditions, be satisfied and shall be required with respect to all future advances.

Section 6.02 No Third-Party Beneficiaries. Except as otherwise set forth herein, this Agreement is solely for the benefit of the City and Owner. All conditions of the obligations of the City to make advances hereunder are imposed solely and exclusively for the benefit of the City and may be freely waived or reduced in whole or in part by the City at any time if in its sole discretion it deems it advisable to do so, and no person other than Owner (provided, however, that all conditions have been satisfied) shall have standing to require the City to make any Advances or to be a beneficiary of this Agreement or any Advances to be made hereunder.

Section 6.03 Authorization to Make Direct Advances. Upon Owner's authorization, Owner authorizes the City to advance any Fund Amount proceeds directly to any persons or entities to pay for completion of the Improvements. All such direct Advances shall satisfy pro tanto the obligations of the City to Owner hereunder regardless of the disposition thereof by the other person or entity.

Section 6.04 Authorization to Advance. Owner hereby irrevocably authorizes the City to disburse proceeds of the Fund Amount to satisfy any of the conditions hereof, including, without limitation, any charges which could be or become a lien on the Premises or any interest on the Fund Amount, or any premium on any insurance policy affecting the Premises.

Section 6.05 Irrevocable Authorizations. Any and all Advances made at any time by the City pursuant to the irrevocable authorizations granted by Sections 6.03 and 6.04 shall require no further direction, authorization or request for disbursement. The aforesaid authorizations shall (i) not prevent Owner from paying the contractors and other persons, from paying the interest, or from satisfying the conditions and obligations referred to in said Sections, out of its own funds, (ii) in no event be construed so as to relieve Owner or others from their obligations to pay such contractors or other persons, or to satisfy such conditions and obligations, and (iii) in no event obligate the City to disburse proceeds of the Fund Amount for any such purposes.

Section 6.06 Documentation Satisfactory. All documentation and proceedings deemed by the City or the City's Counsel to be necessary or required in connection herewith and the documents relating hereto shall be subject to the prior approval of, and satisfactory to, both of them as to form and substance. In addition, the persons or parties responsible for the execution and delivery of, and signatories to, all documentation required by this Agreement shall be acceptable to, and subject to the approval of, the City or the City's Counsel. The City or the City's Counsel shall receive copies, certified if requested by either of them, of all documents which they may require in connection with the transactions contemplated hereby.

Section 6.07 The City's Determination Conclusive. The City shall, at all times, be free to independently establish to its satisfaction and in its reasonable discretion the existence or nonexistence of any fact or facts the existence or nonexistence of which is a condition hereof.

Section 6.08 Notices. Except as expressly provided otherwise, all notices, demands, consents, approvals and statements required or permitted hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when presented personally, three (3) days after mailing by registered or certified mail, postage prepaid, or one (1) day after delivery to a nationally recognized overnight courier service providing evidence of the date of delivery:

If to Owner: Jacqueline S. Jones,
Executive Director
204 4th Street
Ocean City, NJ 08226

With a copy to: Charles Gabage, Esq.
Eisenstat Gabage & Furman P.C.
1179 East Landis Ave.
Vineland, NJ 08360-4278

If to the City: City of Ocean City New Jersey
861 Asbury Avenue
Ocean City, NJ 08226
Attention:

With a copy to:

Dottie McCrosson
McCrosson & Stanton P.C.
200 Asbury Avenue,
Ocean City, NJ 08226

or at such other address of which a party shall have notified the party giving such notice in writing in accordance with the foregoing requirements.

Section 6.9 Entire Agreement, Amendments and Waivers. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or statements relating to such subject matter. None of the terms and provisions hereof may be changed, waived, discharged or terminated, nor may any material departure from the provisions hereof or thereof be consented to, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, termination or consent is sought. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 6.10 Successors and Assigns. Except as herein provided, this Agreement shall be binding upon and inure to the benefit of Owner, and the City and their respective heirs, personal representatives, successors and assigns. Notwithstanding the foregoing, Owner, without the prior written consent of the City in each instance, may not assign, transfer or set over to another, in whole or in part, all or any part of its benefits, rights, duties and obligations hereunder, including, but not limited to, performance of and compliance with conditions hereof and the right to receive the proceeds of current or future advances.

Section 6.11 Severability. The provisions hereof are intended to be severable. Any provisions hereof, or the application thereof to any person, entity or circumstance, which, for any reason, in whole or in part, is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof (or the remaining portions of such provision) or the application thereof to any other person, entity or circumstance, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision (or portion thereof) or the application thereof to any person, entity or circumstance in any other jurisdiction.

Section 6.12 Governing Law: Jurisdiction. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey (without giving effect to New Jersey's principles of conflicts of law). Owner hereby irrevocably submits to the nonexclusive jurisdiction of any State of New Jersey court sitting in the Atlantic-Cape May Vicinage, over any suit, action or proceeding arising out of or relating to this Agreement, and Owner hereby agrees and consents that, in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in any such court shall be at the address to which notices under this Agreement are to be provided to Owner, and service so made shall be complete five (5) days after the same shall have been so mailed.

Section 6.13 WAIVER OF TRIAL BY JURY. OWNER AND THE CITY, EACH HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE FUND DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY OWNER AND THE CITY, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. OWNER AND THE CITY ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

Section 6.14 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing any such counterpart.

Section 6.15 Force Majeure. In the event of the occurrence of any such Force Majeure Event, the time or times for the performance of the covenants, provisions, and agreements of this Agreement shall be extended for the period of the delay resulting directly from the Force Majeure Event (including any time reasonably required to recommence performance due to such enforced delay). The affected party shall use reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its agreement; and provided further, that the settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of the affected party, and the affected party shall not be required to make settlement of strikes, lockouts, and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the affected party, unfavorable to the affected party. Notwithstanding the above (a) Owner may not rely on its own acts or omissions as grounds for delay in its performance; and (b) the absence of immediately available funds shall not be grounds for delay.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the day and year first written above, the execution by Owner constituting a certification by the party or parties executing on its behalf that the representations and warranties made herein are true and correct as of the date hereof and that each of them duly holds and is incumbent in the position indicated under his or her name.

OWNER:

Housing Authority of the City of Ocean City, New Jersey

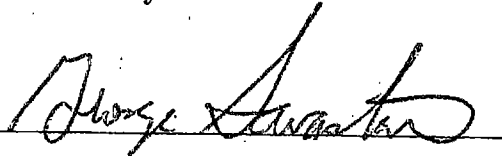
By:


Jacqueline S. Jones, Executive Director

FUND PROVIDER:

City of Ocean City

By:

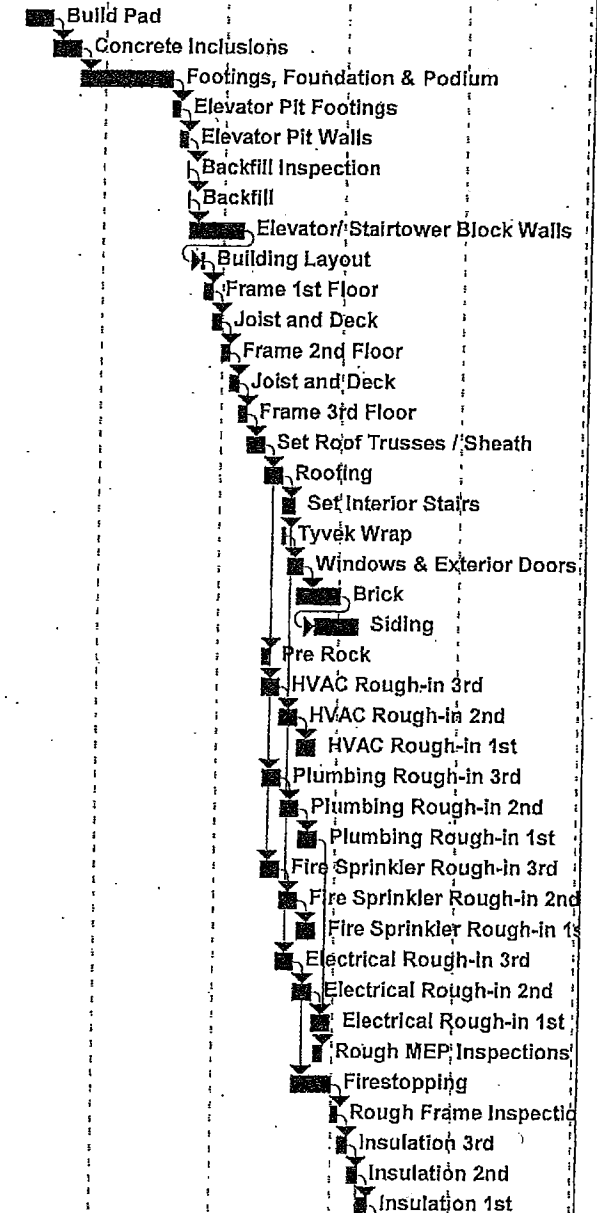


[Signature Page to Affordable Housing Funding Agreement]

EXHIBIT A
Construction Schedule

EXHIBIT B
Project Budget

ID	Task Name	Duration	Physical % Complete	Start	Finish	4, 2019 Nov/Dec	Qtr 1, 2020 Jan/Feb/Mar	Qtr 2, 2020 Apr/May/June	Qtr 3, 2020 Jul/Aug/Sep	Qtr 4, 2020 Oct/Nov/Dec	Qtr 1, 2021 Jan/Feb/Mar	Qtr 2, 2021 Apr/May/June
1	SPEITEL COMMONS	261 days	0%	Fri 5/1/20	Fri 4/30/21							
2	BUILDING	253 days	0%	Fri 5/1/20	Tue 4/20/21							
3	Build Pad	15 days	0%	Fri 5/1/20	Thu 5/21/20							
4	Concrete Inclusions	15 days	0%	Fri 5/22/20	Thu 6/11/20							
5	Footings, Foundation & Podium	50 days	0%	Fri 6/12/20	Thu 8/20/20							
6	Elevator Pit Footings	4 days	0%	Fri 8/21/20	Wed 8/26/20							
7	Elevator Pit Walls	4 days	0%	Thu 8/27/20	Tue 9/1/20							
8	Backfill Inspection	1 day	0%	Wed 9/2/20	Wed 9/2/20							
9	Backfill	1 day	0%	Thu 9/3/20	Thu 9/3/20							
10	Elevator/ Stairtower Block Walls	30 days	0%	Fri 9/4/20	Thu 10/15/20							
11	Building Layout	2 days	0%	Mon 9/14/20	Tue 9/15/20							
12	Frame 1st Floor	5 days	0%	Wed 9/16/20	Tue 9/22/20							
13	Joist and Deck	5 days	0%	Wed 9/23/20	Tue 9/29/20							
14	Frame 2nd Floor	5 days	0%	Wed 9/30/20	Tue 10/6/20							
15	Joist and Deck	5 days	0%	Wed 10/7/20	Tue 10/13/20							
16	Frame 3rd Floor	5 days	0%	Wed 10/14/20	Tue 10/20/20							
17	Set Roof Trusses / Sheath	10 days	0%	Wed 10/21/20	Tue 11/3/20							
18	Roofing	10 days	0%	Wed 11/4/20	Tue 11/17/20							
19	Set Interior Stairs	8 days	0%	Wed 11/18/20	Fri 11/27/20							
20	Tyvek Wrap	3 days	0%	Wed 11/18/20	Fri 11/20/20							
21	Windows & Exterior Doors	10 days	0%	Mon 11/23/20	Fri 12/4/20							
22	Brick	25 days	0%	Mon 11/30/20	Fri 1/1/21							
23	Siding	25 days	0%	Mon 12/14/20	Fri 1/15/21							
24	Pre Rock	4 days	0%	Wed 11/4/20	Mon 11/9/20							
25	HVAC Rough-in 3rd	10 days	0%	Wed 11/4/20	Tue 11/17/20							
26	HVAC Rough-in 2nd	10 days	0%	Wed 11/18/20	Tue 12/1/20							
27	HVAC Rough-in 1st	10 days	0%	Wed 12/2/20	Tue 12/15/20							
28	Plumbing Rough-in 3rd	10 days	0%	Fri 11/6/20	Thu 11/19/20							
29	Plumbing Rough-in 2nd	10 days	0%	Fri 11/20/20	Thu 12/3/20							
30	Plumbing Rough-in 1st	10 days	0%	Fri 12/4/20	Thu 12/17/20							
31	Fire Sprinkler Rough-in 3rd	10 days	0%	Fri 11/6/20	Thu 11/19/20							
32	Fire Sprinkler Rough-in 2nd	10 days	0%	Fri 11/20/20	Thu 12/3/20							
33	Fire Sprinkler Rough-in 1st	10 days	0%	Fri 12/4/20	Thu 12/17/20							
34	Electrical Rough-in 3rd	10 days	0%	Wed 11/18/20	Tue 12/1/20							
35	Electrical Rough-in 2nd	10 days	0%	Wed 12/2/20	Tue 12/15/20							
36	Electrical Rough-in 1st	10 days	0%	Wed 12/16/20	Tue 12/29/20							
37	Rough MEP Inspections	5 days	0%	Fri 12/18/20	Thu 12/24/20							
38	Firestopping	22 days	0%	Wed 12/2/20	Thu 12/31/20							
39	Rough Frame Inspection	3 days	0%	Fri 1/1/21	Tue 1/5/21							
40	Insulation 3rd	6 days	0%	Wed 1/6/21	Wed 1/13/21							
41	Insulation 2nd	6 days	0%	Thu 1/14/21	Thu 1/21/21							
42	Insulation 1st	6 days	0%	Fri 1/22/21	Fri 1/29/21							



Page 2

ID	Task Mode	Task Name	Duration	Start	Finish	Actual Start	Actual Finish	Predecessors	Half 1, 2018	Half 2, 2018	Half 1, 2019
1	★	Project Duration	393 days	Wed 7/1/20	Fri 12/31/21	NA	NA				
2	★	Roof Replacement	25 days	Wed 7/1/20	Tue 8/4/20	NA	NA				
3	🔧	Remove existing roof and metal caps	10 days	Wed 7/1/20	Tue 7/14/20	NA	NA				
4	🔧	New rail install and new roof	15 days	Wed 7/15/20	Tue 8/4/20	NA	NA	3			
5	🔧	Exterior Work	265 days	Wed 7/15/20	Tue 7/20/21	NA	NA				
6	🔧	Replace metal fascia, waterproof and fascade spandrel	90 days	Wed 7/15/20	Tue 11/17/20	NA	NA	3			
7	🔧	Install ADA compliant handrail	5 days	Wed 7/15/20	Tue 7/21/20	NA	NA	3			
8	🔧	Removal and replace approx 150 window	175 days	Wed 11/18/20	Tue 7/20/21	NA	NA	6			
9	🔧	Fascade restoration to existing Masonry	30 days	Wed 11/18/20	Tue 12/29/20	NA	NA	6			
10	🔧	Replace ac vents	125 days	Wed 11/18/20	Tue 5/11/21	NA	NA	6			
11	🔧	Replace new heat and ac in all units- approx 61 units- exterior fascade	125 days	Wed 11/18/20	Tue 5/11/21	NA	NA	6			
12	🔧	Electric panel replacement	110 days	Wed 8/5/20	Tue 1/5/21	NA	NA				
13	🔧	Approx 61 units	110 days	Wed 8/5/20	Tue 1/5/21	NA	NA	4			
14	🔧	HVAC	0 days	Tue 5/11/21	Tue 5/11/21	NA	NA				
15	🔧	Replace units and test balance- coord w	0 days	Tue 5/11/21	Tue 5/11/21	NA	NA	11			
16	🔧	Interior wish list items- ie laundry, rest room	168 days	Wed 5/12/21	Fri 12/31/21	NA	NA				
17	🔧	demo	15 days	Wed 5/12/21	Tue 6/1/21	NA	NA	15			
18	🔧	renovate units, laundry, common area re	150 days	Wed 6/2/21	Tue 12/28/21	NA	NA	17			
19	🔧	CofO Inspections	3 days	Wed 12/29/21	Fri 12/31/21	NA	NA	18			

Project: Bayview - Prelim- constru

Date: Fri 2/28/20

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

Deadline

Progress

Manual Progress

Page 1

