OCHA
OCEAN CITY HOUSING AUTHORITY
1962

204 4th Street
Ocean City, New Jersey 08226

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Jacqueline S. Jones, Executive Director

May 12, 2022

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, May 17, 2022 at 4:30 pm at Administrative Offices – 204 4th Street, Ocean City, NJ 08226.**

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

Very truly yours,

Jacqueline S. Jones
Executive Director

REVISED

Ocean City Housing Authority

AGENDA

Tuesday, May 17, 2022
4:30 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Reading of the "Sunshine Law Statement"
4. Roll Call
5. Approval of Minutes:
    a. Regular Meeting on April 19, 2022
6. Fee Accountant's Report
7. Executive Director's Report
8. Committee Reports
9. Old Business
10. New Business
11. Resolutions:

# 2022-18	Approval of Monthly Expenses *(updated)*
# 2022-19	Award Elevator Maintenance Contract for Speitel Commons *(updated to include cost)*
# 2022-20	Resolution Authorizing Payments of Draw 25
# 2022-21	2022 Capital Fund Budget
# 2022-22	Executive Session
# 2022-23	Approving Change Orders for Bayview Manor Roof Replacement and Final Payment to Winchester Roofing Corporation

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
April 19, 2022 – 4:30 p.m.

The regular meeting of the Housing Authority of the City of Ocean City was held April 19, 2022, at 4:30 p.m. at the Administrative Offices – 204 4th Street, Ocean City, New Jersey 08226.

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

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	(absent)
Commissioner Brian Broadley	
Chairman Robert Barr	

Also present were Jacqueline Jones, Executive Director, Wendy Hughes, Assistant Executive Director, Ron Miller, Assistant Asset Manager – Operations, Harry Furman, Esquire – Solicitor and Linda Cavallo – Accountant.

Minutes

Chairman Barr requested a motion to approve the Regular Meeting minutes from April 15, 2022. A motion was made by Commissioner McCall and seconded by Commissioner Mumman. The following vote was taken:

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

Treasurer's Report

Ms. Cavallo reviewed the Financial Report for the six months ending March 31, 2022. Commissioner Halliday questioned the management fees being underbudget. Mrs. Jones stated it is a combination of billing and timing as well as running more efficiently. Recertification from Peck's Beach Family have not been billed yet. Commissioner Broadley questioned why the miscellaneous income was over budget. Mrs. Jones stated she would investigate this and respond. Commissioner Henry asked if the profit would remain at the end of the fiscal year as it is after 6 months. Mrs. Jones stated she is not sure yet. The Authority is not finished outfitting the first floor of Bayview Manor. Some of those funds are going to be used to refurbish the first floor of Bayview Manor. Specifically, four apartment and possibility two additional apartments as well as the office and shop. Mrs. Jones mentioned the Authority also has a reserve account and those funds are available to use as well. 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)

Executive Director's Report
Mrs. Jones reminded the Board the Speitel Dedication will be on Monday at 11 a.m.

A lot of renovation work has been completed at Bayview Manor. The vendor is wrapping up the project and should be done soon. Mrs. Jones discussed the vents outside of the Bayview Manor building. The building airflow is working as designed. The common spaces still need to be finished as well as the lobby. The roof is finished and a final payment will be made to the vendor. It is under attorney review.

Mrs. Jones updated the Board on the redevelopment of Peck's Beach Family. Mrs. Jones discussed the funding through HMFA and a lender. There is a preliminary study on how to fund this project. It is a very slow process.

Steve Rundall who has been the Maintenance Repairer for the OCHA for about 10 years rendered his resignation several weeks ago. His last day was about 2 weeks ago. A new employee has been hired and will start on Saturday. In the meantime, Vineland staff has been onsite covering day to day and emergency work orders.

Commissioner Henry asked for a written description of the financing terms for the redevelopment of Peck's Beach Family. Commissioner Mumman asked about the completion of the demolition at Peck's Beach Senior. Mrs. Jones stated it should be finished this week.

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

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

Committee Reports – None.

Old Business/New Business
Commissioner Broadley agreed with Commissioner Henry regarding a written description of the financing for Peck's Beach Family redevelopment. Mrs. Jones discussed having a work session with the board once the details for the project are known. Commissioner Halliday commented on working on the internet connection.

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

Resolution #2022-15
Resolution to Approve Monthly Expenses

Chairman Barr called for a motion to approve the monthly expenses in the amount of $246,141.85. Mrs. Jones stated there is nothing unusual on this bill list. A motion was made by Commissioner McCall; 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)

Resolution #2022-16
Awarding Janitorial Cleaning Services Contract

Chairman Barr called for a motion to approve Resolution #2022-16. A motion was made by Commissioner McCall; seconded by Commissioner Broadley. Mrs. Jones stated the Authority has been using Clean Sweep Services for Bayview Manor for a while now. This contract for both Bayview and Speitel and is a one-year contract. 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 #2022-17
Authorizing Payments of Draw 24

Chairman Barr called for a motion to approve Resolution #2022-17. A motion was made by Commissioner McCall; seconded by Commissioner Broadley. Mrs. Jones provided a brief explanation on the draw. 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)

Chairman Barr requested comments from the public. No public comments. Chairman Barr requested comments from Board Commissioners and/or Administration. Mrs. Jones reminded the Board regarding the Speitel Dedication on Monday at 11 a.m. No further comments Board Commissioners and/or Administration.

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 Mumman. The vote was carried unanimously by the Board Members present. The Regular Meeting of the Board of Commissioners was adjourned at 4:54 p.m.

Respectfully submitted,

Jacqueline S. Jones, Secretary/Treasurer

Ocean City Housing Authority - Commissioner's Report - TOTAL

Month Ending: Apr 2022

	TOTAL			
	ANNUAL BUDGET	BUDGET THRU April	ACTUAL THRU April	VARIANCE THRU April
INCOME				
DWELLING RENTAL	$ 563,010	$ 327,460	$ 310,395	$ (17,065)
TOTAL TENANT REVENUE	$ 563,010	$ 327,460	$ 310,395	$ (17,065)
HUD OPERATING SUBSIDY	$ 100,000	$ 58,333	$ 190,984	$ 132,651
HUD Asset Repositioning Fee - Operating Grant	93,000	54,250	54,313	63
PBV HAP SUBSIDY	381,680	222,605	216,292	(6,313)
HUD CAPITAL FUNDS-OPERATIONS	71,580	41,755	-	(41,755)
CDBG INCOME	40,000	23,333	7,791	(15,543)
TOTAL HUD FUNDING	$ 686,260	$ 400,277	$ 469,380	$ 69,103
INVESTMENT INCOME-UNRESTRICTED	$ 130	$ 76	$ 46	$ (30)
NONDWELLING RENTAL INCOME	40,800	23,800	-	(23,800)
OTHER INCOME-LAUNDRY	7,020	3,510	3,892	382
OTHER INCOME-FRAUD RECOVERY	-	-	7,316	7,316
OTHER INCOME-MISCELLANEOUS	13,190	7,961	28,366	20,405
TOTAL INCOME	$ 1,310,410	$ 763,083	$ 819,394	$ 56,311
EXPENSES				
AUDIT FEES	$ 9,000	$ 5,250	$ 5,250	$ -
ADVERTISING	1,050	613	435	(178)
OFFICE EXPENSES				
COMPUTER SERVICES	$ 11,320	$ 6,603	$ 680	$ (5,923)
CONSULTANTS-RAD CONVERSION	2,940	1,715	9,500	7,785
COPIER	2,660	1,552	2,661	1,109
DUES & PUBLICATIONS	1,100	642	539	(103)
OFFICE SUPPLIES	1,090	636	348	(288)
PHONE & INTERNET	12,430	7,251	7,738	488
POSTAGE	1,690	986	1,413	427
LEGAL	7,940	4,748	6,915	2,167
CRIMINAL BACKGROUND CHECKS	160	93	95	2
LEGAL-RAD	4,000	2,333	-	(2,333)
TRAVEL	70	41	-	(41)
TRAINING	2,420	1,412	-	(1,412)
ACCOUNTING	19,650	11,463	11,463	-
MANAGEMENT FEES	178,000	103,833	89,138	(14,695)
MISCELLANEOUS-SUNDRY	14,270	8,541	9,755	1,215
TOTAL ADMINISTRATIVE EXPENSES	$ 269,790	$ 157,711	$ 145,930	$ (11,781)

Ocean City Housing Authority - Commissioner's Report - TOTAL

Month Ending: Apr 2022

	TOTAL			
	ANNUAL BUDGET	BUDGET THRU April	ACTUAL THRU April	VARIANCE THRU April
OTHER TENANT SERVICES	$ 12,000	$ 7,000	$ 1,440	$ (5,560)
TENANT SVCS – BEHAVIORAL HEALTH	39,100	22,808	7,791	(15,018)
TOTAL OTHER TENANT SERVICES	$ 51,100	$ 29,808	$ 9,230	$ (20,578)
WATER/SEWER	$ 95,570	$ 57,446	$ 54,635	$ (2,811)
ELECTRIC	126,420	85,277	75,837	(9,440)
GAS	47,110	36,399	37,137	738
TOTAL UTILITY EXPENSES	$ 269,100	$ 179,121	$ 167,608	$ (11,514)
MAINTENANCE LABOR	$ 59,850	$ 34,913	$ 28,945	$ (5,968)
MAINT. MATERIALS	131,850	76,913	48,296	(28,616)
MAINT. CONTRACT COSTS	222,910	129,910	119,158	(10,752)
EMPLOYEE BENEFITS	37,000	21,583	23,310	1,727
TOTAL MAINTENANCE	$ 451,610	$ 263,318	$ 219,708	$ (43,610)
INSURANCE	$ 74,310	$ 43,347	$ 48,492	$ 5,144
FLOOD INSURANCE	26,600	15,517	12,754	(2,763)
BAD DEBTS	17,430	10,168	10,171	4
COMPENSATED ABSENCES	2,060	1,202	1,204	2
PAYMENT IN LIEU OF TAXES	29,390	17,144	17,143	(1)
PENSION	10,690	6,236	6,237	1
RETIREE BENEFITS	28,060	16,368	16,409	41
TOTAL OTHER EXPENSES	$ 188,540	$ 109,982	$ 112,410	$ 2,429
TOTAL EXPENDITURES	$ 1,230,140	$ 739,940	$ 654,887	$ (85,054)
Replacement Reserve	$ 44,550	$ 25,988	$ 25,994	$ 6
PROFIT	$ 35,720	$ (2,844)	$ 138,513	$ 141,358

Commissioner's Report - Property Detail

Month Ending: Apr 2022

	BAYVIEW				SPEITEL				PECK'S FAMILY			
	ANNUAL BUDGET	BUDGET THRU April	ACTUAL THRU April	VARIANCE THRU April	ANNUAL BUDGET	BUDGET THRU April	ACTUAL THRU April	VARIANCE THRU April	ANNUAL BUDGET	BUDGET THRU April	ACTUAL THRU April	VARIANCE THRU April
INCOME												
DWELLING RENTAL	$ 194,610	$ 113,160	$ 91,845	$ (21,315)	$ 143,400	$ 83,050	$ 80,419	$ (2,631)	$ 225,000	$ 131,250	$ 138,131	$ 6,881
TOTAL TENANT REVENUE	$ 194,610	$ 113,160	$ 91,845	$ (21,315)	$ 143,400	$ 83,050	$ 80,419	$ (2,631)	$ 225,000	$ 131,250	$ 138,131	$ 6,881
HUD OPERATING SUBSIDY	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 100,000	$ 58,333	$ 190,984	$ 132,651
HUD Asset Repositioning Fee - Operating Grant	-	-	-	-	-	-	-	-	93,000	54,250	54,313	63
PBV HAP SUBSIDY	155,940	90,965	104,317	13,352	225,740	131,640	111,975	(19,665)	-	-	-	-
HUD CAPITAL FUNDS-OPERATIONS	-	-	-	-	-	-	-	-	71,580	41,755	-	(41,755)
CDBG INCOME	16,400	9,567	2,181	(7,385)	10,400	6,067	1,402	(4,664)	13,200	7,700	4,207	(3,493)
TOTAL HUD FUNDING	$ 172,340	$ 100,532	$ 106,499	$ 5,967	$ 236,140	$ 137,707	$ 113,377	$ (24,329)	$ 277,780	$ 162,038	$ 249,504	$ 87,466
INVESTMENT INCOME-UNRESTRICTED	$ 50	$ 29	$ 20	$ (9)	$ 30	$ 18	$ 0	$ (17)	$ 50	$ 29	$ 25	$ (4)
NONDWELLING RENTAL INCOME	40,800	23,800	-	(23,800)	-	-	-	-	-	-	-	-
OTHER INCOME-LAUNDRY	3,400	1,700	1,489	(211)	1,220	610	388	(222)	2,400	1,200	2,015	815
OTHER INCOME-FRAUD RECOVERY	-	-	-	-	-	-	-	-	-	-	7,316	7,316
OTHER INCOME-MISCELLANEOUS	2,470	1,578	2,756	1,177	1,220	758	24,274	23,517	9,500	5,625	1,336	(4,289)
TOTAL INCOME	$ 413,670	$ 240,799	$ 202,608	$ (38,191)	$ 382,010	$ 222,142	$ 218,458	$ (3,684)	$ 514,730	$ 300,143	$ 398,328	$ 98,185
EXPENSES												
AUDIT FEES	$ 2,520	$ 1,470	$ 1,470	$ -	$ 1,620	$ 945	$ 945	$ -	$ 4,860	$ 2,835	$ 2,835	$ -
ADVERTISING	170	99	122	23	550	321	78	(242)	330	193	235	42
OFFICE EXPENSES												
COMPUTER SERVICES	$ 2,160	$ 1,260	$ 190	$ (1,070)	$ 5,000	$ 2,917	$ 122	$ (2,794)	$ 4,160	$ 2,427	$ 367	$ (2,059)
CONSULTANTS-RAD CONVERSION	820	478	907	428	530	309	583	274	1,590	928	8,011	7,083

Commissioner's Report - Property Detail

Month Ending: Apr 2022

	BAYVIEW				SPEITEL				PECK'S FAMILY			
	ANNUAL BUDGET	BUDGET THRU April	ACTUAL THRU April	VARIANCE THRU April	ANNUAL BUDGET	BUDGET THRU April	ACTUAL THRU April	VARIANCE THRU April	ANNUAL BUDGET	BUDGET THRU April	ACTUAL THRU April	VARIANCE THRU April
COPIER	740	432	1,147	716	480	280	613	333	1,440	840	901	61
DUES & PUBLICATIONS	170	99	151	52	600	350	97	(253)	330	193	291	98
OFFICE SUPPLIES	200	117	162	45	500	292	101	(191)	390	228	85	(143)
PHONE & INTERNET	2,180	1,272	2,313	1,042	4,940	2,882	3,448	566	5,310	3,098	1,977	(1,120)
POSTAGE	420	245	397	152	450	263	254	(8)	820	478	762	283
LEGAL	2,140	1,248	3,334	2,085	1,380	805	551	(254)	4,420	2,695	3,031	336
CRIMINAL BACKGROUND CHECKS	40	23	15	(9)	20	12	9	(2)	100	58	71	13
LEGAL-RAD	-	-	-	-	-	-	-	-	4,000	2,333	-	(2,333)
TRAVEL	20	12	-	(12)	10	6	-	(6)	40	23	-	(23)
TRAINING	140	82	-	(82)	2,000	1,167	-	(1,167)	280	163	-	(163)
ACCOUNTING	5,500	3,208	3,210	1	3,540	2,065	2,063	(2)	10,610	6,189	6,190	1
MANAGEMENT FEES	49,840	29,073	24,959	(4,114)	32,040	18,690	16,045	(2,645)	96,120	56,070	48,134	(7,936)
MISCELLANEOUS-SUNDRY	2,980	1,955	3,307	1,352	6,460	3,768	2,024	(1,745)	4,830	2,817	4,424	1,607
TOTAL ADMINISTRATIVE EXPENSES	$ 70,040	$ 41,073	$ 41,683	$ 610	$ 60,120	$ 35,070	$ 26,933	$ (8,137)	$ 139,630	$ 81,567	$ 77,314	$ (4,254)
OTHER TENANT SERVICES	$ 4,800	$ 2,800	$ 1,440	$ (1,360)	$ 4,800	$ 2,800	$ -	$ (2,800)	$ 2,400	$ 1,400	$ -	$ (1,400)
TENANT SVCS – BEHAVIORAL HEALTH	15,500	9,042	2,181	(6,860)	10,400	6,067	1,402	(4,664)	13,200	7,700	4,207	(3,493)
TOTAL OTHER TENANT SERVICES	$ 20,300	$ 11,842	$ 3,621	$ (8,221)	$ 15,200	$ 8,867	$ 1,402	$ (7,464)	$ 15,600	$ 9,100	$ 4,207	$ (4,893)
WATER/SEWER	$ 20,250	$ 11,976	$ 11,475	$ (501)	$ 12,760	$ 7,548	$ 5,568	$ (1,980)	$ 62,560	$ 37,922	$ 37,592	$ (330)
ELECTRIC	94,140	65,514	55,780	(9,734)	23,300	13,592	12,671	(921)	8,980	6,171	7,385	1,214
GAS	-	-	-	-	11,000	6,417	2,293	(4,123)	36,110	29,982	34,843	4,861
TOTAL UTILITY EXPENSES	$ 114,390	$ 77,490	$ 67,255	$ (10,235)	$ 47,060	$ 27,556	$ 20,532	$ (7,024)	$ 107,650	$ 74,075	$ 79,821	$ 5,746
MAINTENANCE LABOR	$ 16,760	$ 9,777	$ 14,718	$ 4,941	$ 10,770	$ 6,283	$ 4,921	$ (1,362)	$ 32,320	$ 18,853	$ 9,306	$ (9,547)
MAINT. MATERIALS	10,420	6,078	35,938	29,860	100,180	58,438	5,276	(53,162)	21,250	12,396	7,081	(5,314)
MAINT. CONTRACT COSTS	81,050	47,279	64,807	17,528	64,110	37,277	13,285	(23,992)	77,750	45,354	41,066	(4,288)

Commissioner's Report - Property Detail

Month Ending: Apr 2022

	BAYVIEW				SPEITEL				PECK'S FAMILY			
	ANNUAL BUDGET	*BUDGET THRU April*	*ACTUAL THRU April*	*VARIANCE THRU April*	*ANNUAL BUDGET*	*BUDGET THRU April*	*ACTUAL THRU April*	*VARIANCE THRU April*	*ANNUAL BUDGET*	*BUDGET THRU April*	*ACTUAL THRU April*	*VARIANCE THRU April*
EMPLOYEE BENEFITS	10,360	6,043	7,587	1,544	6,660	3,885	4,149	264	19,980	11,655	11,574	(81)
TOTAL MAINTENANCE	$ 118,590	$ 69,177	$ 123,050	$ 53,873	$ 181,720	$ 105,883	$ 27,630	$ (78,252)	$ 151,300	$ 88,258	$ 69,028	$ (19,231)
INSURANCE	$ 29,510	$ 17,214	$ 17,508	$ 294	$ 18,290	$ 10,669	$ 9,191	$ (1,479)	$ 26,510	$ 15,464	$ 21,793	$ 6,329
FLOOD INSURANCE	3,500	2,042	2,682	640	3,200	1,867	388	(1,479)	19,900	11,608	9,684	(1,924)
BAD DEBTS	1,500	875	875	-	930	543	546	4	15,000	8,750	8,750	-
COMPENSATED ABSENCES	500	292	294	2	310	181	182	1	1,250	729	728	(1)
PAYMENT IN LIEU OF TAXES	8,020	4,678	4,676	(2)	9,630	5,618	5,621	4	11,740	6,848	6,846	(2)
PENSION	3,000	1,750	1,750	-	2,430	1,418	1,421	4	5,260	3,068	3,066	(2)
RETIREE BENEFITS	8,800	5,133	4,594	(539)	5,460	3,185	2,954	(231)	13,800	8,050	8,861	811
TOTAL OTHER EXPENSES	$ 54,830	$ 31,984	$ 32,379	$ 395	$ 40,250	$ 23,479	$ 20,303	$ (3,176)	$ 93,460	$ 54,518	$ 59,728	$ 5,210
TOTAL EXPENDITURES	$ 378,150	$ 231,567	$ 267,989	$ 36,422	$ 344,350	$ 200,855	$ 96,801	$ (104,054)	$ 507,640	$ 307,519	$ 290,097	$ (17,422)
Replacement Reserve	$ 26,950	$ 15,721	$ 15,837	$ 116	$ 17,600	$ 10,267	$ 10,157	$ (110)	$ -	$ -	$ -	$ -
PROFIT	$ 8,570	$ (6,488)	$ (81,217)	$ (74,729)	$ 20,060	$ 11,020	$ 111,500	$ 100,480	$ 7,090	$ (7,376)	$ 108,231	$ 115,607

Ocean City Housing Authority

Administrative Report

DATE: May 10, 2022

TO: Board of Commissioners, Ocean City Housing Authority

FROM: Jacqueline S. Jones, Executive Director

SUBJECT: Monthly Report (Stats for April 2022)

PERIOD: April 12, 2022 to May 10, 2022

Speitel Commons and Bayview Manor

There are some minor "punch list" items the Authority is working with the builder to complete for Speitel Commons. The retainer will be released after the punch list items are complete.

Punch List items:

Roof top AC units to be checked; door closers to finish with patching and painting; Two broken windows to be repaired; Some flooring issues; Some cameras need to be checked;

The Brooke Group and staff are working on the final close out of this project with the NJHMFA.

COVID-19 Pandemic – Operating Status

The Authority is implementing a process to "return to normal" Operating Status. The Community Room at Bayview Manor has been opened. This status will remain in effect for the near future as we continue to monitor information from the Governor's updates and recommendations from the CDC. Wearing masks by staff in the office, shop, common spaces, and resident apartments will remain in effect. Wearing masks by residents in common spaces is requested.

Bayview – Renovation Projects

The following renovation projects are part of the improvements because of the RAD conversion:

Scope of Work	Work Status	Comments
Replacement of Roof System & Painting of Roof Capping	**Contract Awarded to Winchester Roofing/In Progress/**	**Two extensions for time for completion; Job not completed; Contract expired; Based on Architect & Manufacturer Representatives review-work required to complete the project has been determined; Attorneys for Authority and Contractor are working on a solution to finish this project; Agreement on a Project Checklist with Milestones and completion dates has been developed & agreed upon; A new foreman for Winchester has been assigned to this project & is communicating with The Brooke Group Project Manager; Milestones to date have been reached; The roof is ready for an inspection by manufacturer to secure the warranty; metal capping is in process with assistance of manufacturer for proper installation; Lightening protection system scheduled to be completed by 8/11/21 – procured by the Authority;** **Satisfactory work continues on the roof project, new metal capping is being ordered and should be installed within the next 6-weeks. The manufacturer representative inspected the roof, an updated punch list was provided to the contractor and there are currently no roof leaks.** **October update: The metal capping has been shipped.** **November update: The metal capping has been delivered; Winchester is in progress with the installation; Communication and overall project process continues through this writing at 11/10/21.** **December update: The metal capping has been installed; There is some work left to be done on the lightening protection system; Project Manager and Architect are organizing inspections to work toward completing this project.** **January update: Project Manager and Architect are organizing inspections to work toward completing this project; Architect punch list has been completed; Need an inspection report/punch list from the manufacturer; Working to obtain payment releases from sub-contractors.** **February update: Punch list items are being worked on with some delays due to some bad weather in the past month; communication continues to complete the job; working to obtain payment releases from sub-contractors with one responding positively to date.** **March update: The work on this project is complete with the Architect's sign-off; Final payment to the vendor is the next step.** ***April update: Final payment to the vendor is pending.*** ***May update: In attorney review to determine final payment.***

Bayview – Renovation Projects (continued)

Exterior Renovations & HVAC Replacement **a. Replacement of façade metal spandrel to compliment Speitel.** **b. Install exterior ADA compliant handrail;** **c. Replace approx 150 windows;** **d. Replacement of AC vents;** **e. Installation of new heating & AC systems in all units.** **f. Unit renovation based on need and budget;**	**Contract Award to Levy Construction Co, Inc. – May 2021**	**Working with vendor to order materials, due to availability expected construction start date is a minimum of 16-weeks after materials are ordered.** **Submittals, field measurements, and ordering of materials is in progress. Start date is a minimum of 16-weeks after materials are ordered; Construction meeting held 8/3/2021; Materials have been ordered, window and PTAC delivery is expected in November/December. The project team is coordinating with Levy Construction to ensure that all materials are on-site prior to the work starting; this will alleviate disruptions to the tenants and expedite the completion of the project.** **October update: Team meetings continue with Levy Construction; the PTEC units for the HVAC have been delivered; The windows are on order with no immediate delivery schedule; Façade metal spandrel to compliment Speitel is on order; New vent capping to match brick exterior in process; Exterior handrail is on order.** **November update: Team meetings will continue with Levy Construction; Left side windows have not been received; Waiting on delivery of windows to begin project.** **December update: The windows and HVAC equipment have been received; Work is to begin in December for the installation of the windows and HVAC units in resident apartments.** **January update: Work on replacement of windows has begun; Window replacement project is on track for an end of January completion; Install of new PTEC units and wiring to be scheduled next.** **February update: Work on replacement of windows is almost complete; PTEC units are in with wiring complete; siding panel replacement is in process; Railing in the back and the front of the building are on order; Overhead door for the shop is on order; Expecting a punch list for this project by the end of February.** **March update: Punch list items are being worked on; Window, PTEC units and siding are all complete; Items on order are front and back railings, shop overhead door & vent covers; A time extension Change Order will be requested as the vendor is waiting for the items on order to complete this project;** ***April update: Vent covers for each unit are outstanding; some minor punch list items remain;*** ***May update: Some vent covers have not been received due to supply chain issues and 5 PTEC units are to be received; very minor punch list items remain;***

Peck's Beach Family Redevelopment Project

Scope of Work	Work Status	Comments
Design Phase of the Redevelopment of Peck's Beach Family	• June 2021- Award Special Architectural and Engineering (Electrical & Mechanical) Services • Award Special Engineering (Civil) Services	**Project kick-off meeting with Professional Team has been completed; Subdivision approval is complete.** **October update: The architect is completing the "massing" of the Family development for presentation to the board.** **November update: The Architect will present "massing" ideas of the Family development to board at the November meeting.** **December update: Work continues on the "massing" for the Family development; More progress is expected in January 2022.** **January update: Massing for the Family development continues; Update to be given at board meeting.** **February update: Further progress has been made on the massing for the family development; Updates to be shared at the meeting with the board regarding a preliminary design.** **March update: The preliminary design for the project is complete; Discussions are in process with the NJHMFA regarding financing; once the financing is decided with an investor's commitment the project will move to the next phase;** **April update: Discussions continue with the NJHMFA regarding financing; once the financing is decided with an investor's commitment the project will move to the next phase;** **May update – Finalizing discussions with NJHMNFA for funding options; Next step will be to obtain investor commitment for tax credit proposal;**

Construction Related Work Opportunities at Bayview Manor

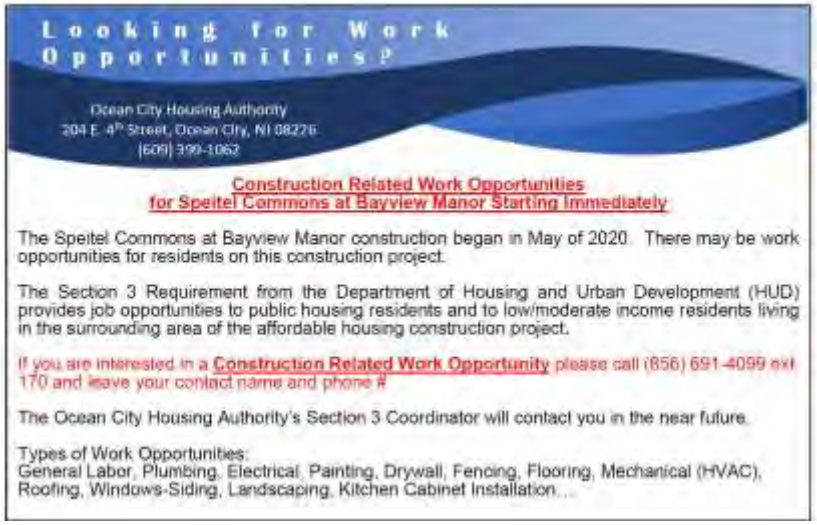
Update: The Section 3 postcard (next page) seeking employees for work opportunities at Bayview Manor is being mailed to OCHA residents through December 2021. Due to the delays in the renovation projects at Bayview Manor, because of supply manufacturing and shipping delays, the Section 3 postcards will be mailed to residents through 2022.

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 of 2020.

Since very few responses were received, the below postcard has been mailed to the Peck's Family residents starting in August 2020. The postcards are being mailed twice per month until the end of December 2020 for work opportunities at Speitel Commons.

The below postcard has continued to be sent to residents at Peck's Family for work opportunities at Bayview Manor. The postcards will be sent through December 2021 and possibly beyond depending on potential work opportunities.



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	Completed
Robert Henry	Completed
Beverly McCall	Completed
Patricia Miles-Jackson	Completed
Patrick Mumman	Completed

Program Statistics Report 10/2021 - 9/2022	2022 APR	2022 MAR	2022 FEB
Tenant Accounts Receivable			
Number of "non-payment of rent" cases referred to the solicitor	11	0	0
Unit Inspections			
Total number of units to be inspected in fiscal year	121	121	121
Number of inspections completed this month - all sites (include BB insp.)	0	129	0
Total number of units inspected year-to-date - all sites	468	468	339
Occupancy			
Monthly Unit Turnaround Time (Avg) (Down,Prep & Lease-up Time)	N/A	N/A	108
Annual Unit Turnaround Time (For Fiscal Year)	257	257	257
Monthly - Number of Vacancies Filled (this month)	0	0	3
Monthly - Average unit turnaround time in days for Lease up	N/A	N/A	36
Monthly - Average unit turnaround time in days to Prep Unit (Maint)	N/A	N/A	N/A
PIC Score	97.44%	97.44%	97.44%
Vacancies - At end of Month			
Bay View Manor	4	4	2
Speitel Commons	0	0	3
Peck's Beach Family	1	1	1
Total	5	5	6
Occupancy Rate	95.87%	95.87%	95.04%
Vacancy Turnovers by VHA Maintenance Staff			
Total Hours (Summarized Quarterly)		141	
Average Hours per Vacancy per Month (Br. Sizes 0 thru 4)	0.00	34.00	0.00
Average Hours per Vacancy YTD (Br. Sizes 0 thru 4)	23.44	23.44	26.02
	Jan	Feb	Mar
Rent Roll			
Bay View Manor - Elderly/Disabled	$ 12,908	$ 12,908	$ 13,716
Speitel Commons - Elderly/Disabled	$ 12,387	$ 12,332	$ 10,732
Peck's Beach - Family	$ 19,638	$ 19,791	$ 19,791
Total Rent Roll	$ 44,933	$ 45,031	$ 44,239
Public Housing Waiting List Applicants - All Waiting Lists are CLOSED as of 3/22/2022			
Families - **Ocean City Preference**	14	14	6
Families - No Ocean City Preference	97	97	45
Elderly (Seniors - 62+)/Disabled - **Ocean City Preference**	8	12	11
Elderly (Seniors - 62+)/Disabled - No Ocean City Preference	132	134	116
Maintenance Department			
Average work order turnaround time in days - Tenant Generated	0.06	0.09	0.06
Total Tenant Generated Work Orders	34	27	20
Number of routine work orders written this month	59	77	75
Number of outstanding work orders from previous month	474	466	458
Total number of work orders to be addressed this month	567	572	558
Total number of work orders completed this month	84	98	92
Total number of work orders left outstanding	483	474	466
Number of emergency work orders written this month	0	2	5
Total number of work orders written year-to-date	813	720	614
AFTER HOUR CALLS: (plumbing, lockouts, toilets stopped-up, etc.)	0	0	0
Real Estate Assessment Center (REAC) Scores			
Year-End 2018 - Audited - Remains static due to RAD Application	68	68	68

Ocean City Housing Authority
Cash Report
As of April 30, 2022

Net Cash Position:

Cash Balance per Reconciled Bank Statements at 04/30/2022			**$948,550.82**
2021 Capital Fund Balance for PH (pbfamily)			**$121,578.00**
Add: A/R-Tenants 04/2022		**Current**	**$19,372.75**
		Past	**$17,091.74**
Reimbursements Due From The City			
Reimbursement for Behavioral Health Svcs - CDBG Grant - Acenda			**$0.00**
Reimbursement for Bayview Manor/Speitel Construction - City of OC			**$389,603.99**
Less: Bill List payments - May 2022			**($484,250.91)**
Accrued Expenses - Total from detail below			**($39,941.50)**

Accrued Expenses	Annual Budget	No of Months	Amount Accrued Less Paid
Insurance-Prop/Flood	100,910.00	7	11,428.17
Bad Debt	17,430.00	7	10,167.50
Comp Absences	2,060.00	7	1,201.67
P.I.L.O.T.	29,390.00	7	17,144.17
Net Accrual	149,790.00		39,941.50

Committed to Peck's Senior Demolition	**($200,000)**
Net Cash Balance	**$772,004.89**

	Average Expenses	Cash Available for # of	
Per Month	$ 93,555	10.14	Months
Per Day	$ 3,119	248	Days

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

RESOLUTION NO. 2022-18
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 **$484,250.91**.

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: May 17, 2022

VOTE:

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

OCEAN CITY HOUSING AUTHORITY

BY: _____
Robert Barr, Chairperson

ATTESTATION:
This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's Board of Commissioners held on May 17, 2022 at the Administrative Offices – 204 4th Street, Ocean City, New Jersey.

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

OCEAN CITY HOUSING AUTHORITY
BILL LIST - May 2022

BANK: COCC

Check #	Vendor	Invoice Notes		Total Amount
1047	ADVANCED CABINETRY	Kitchen side splashes - BVM	$	156.00
1048	ADVANCED ENVIRO SYS	Dumpster repair	$	351.94
1049	AMBIENT COMFORT	HVAC repairs	$	2,631.00
1050	ATLANTIC CITY ELECTRIC	Apr 2022 electric	$	6,936.09
1051	AT&T	May 2022 Elevator phone lines	$	116.81
1052	LINDA AVENA	May 2022 accounting; OCCDC Sec 501(c)(3) application	$	4,875.00
1053	CALL EXPERTS	May 2022 answering svc	$	110.09
1054	CLEAN SWEEP SERVICES	Apr 2022 BVM cleaning svc	$	1,700.00
1055	CAPE MAY COUNTY MUA	Bulk waste disposal	$	179.99
1056	COMCAST	May 2022 Business Internet	$	379.78
1057	COPIER PLUS	Copier contract 4/2022-3/2023	$	179.00
1058	CUSTOM GRAPHICS	Maint Tshirts	$	158.90
1059	THE DAILY JOURNAL OF NJ	OCCDC Scat Sites IFB	$	79.89
1060	DRAIN DOCTOR	Plumbing repairs	$	975.00
1061	FLORENCE DRISCOLL	May 2022 Tenant svcs	$	200.00
1062	FEDERAL EXPRESS	Overnight delivery	$	106.35
1063	EISENSTAT, GABAGE & FURMAN	Legal	$	150.00
1064	GEN X ELECTRICAL	Electrical repairs	$	522.50
1065	GENSERV	Generator service call	$	577.50
1066	W.W. GRAINGER	Maint uniforms	$	687.05
1067	ASHLEY HARRIS	May 2022 BVM/Speitel cleaning	$	200.00
1068	ROBERT HARRIS	May 2022 BVM/Speitel trash rm cleaning; recyclable removal	$	200.00
1069	HD SUPPLY	Maint Supplies	$	6,823.99
1070	HOME DEPOT CREDIT SVCS	Maint Supplies	$	849.57
1071	THE HOME DEPOT PRO	Maint Supplies	$	1,193.55
1072	HUMANA INSURANCE	Jun 2022 retiree ins	$	76.50
1073	JOHN SPITZ	May 2022 Medicare reimb; RX plan/prescrip co pays	$	667.32
1074	MATTEO FAMILY KITCHENS	Cabinets; Units 111 & 112 BVM	$	3,200.00
1075	MAX COMMUNICATIONS	Phone line svc call	$	839.97
1076	NATIONAL TENANT NETWORK	Employee/tenant screening - Eyre	$	52.00
1077	NJ AMERICAN WATER	Apr 2022 water	$	7,914.30
1078	VOID		$	-
1079	OMEGA PEST MGMT	May 2022 pest control	$	1,270.00
1080	ROBERT ROWELL	May 2022 maint contract grounds	$	200.00
1081	SHERWIN WILLIAMS	Paint supplies	$	12.78
1082	SOUTH JERSEY GAS	April 2022 gas bill	$	3,962.01
1083	VECTOR SECURITY	Fuel surcharge	$	8.00
1084	VERIZON CONNECT FLEET	Dec 2021/Jan 2022 vehicle GPS tracking	$	30.83
1085	VERIZON DSL	May 2022 Business phone line/Speitel elevator phone	$	386.23
1086	VERIZON WIRELESS	April 2022 Maint cell phone/equipment	$	194.88
1087	VINELAND HOUSING AUTHORITY	Office coverage/maint - Apr 2022;Postage reimb - Apr 2022;May 2022 management fee	$	24,202.32
1088	WALLACE HARDWARE	Maint Supplies	$	138.15
	ADP	payroll & taxes 4/20/2022	$	523.35
	ADP	payroll processing fee 4/20/2022	$	78.94
	ADP	payroll & taxes 5/4/2022	$	15,343.51
	ADP	payroll processing fee 5/4/2022	$	76.05
20220505	NJ DIV OF PENSIONS & BENEFITS	Apr 2022 pension pymt	$	269.64
20220503105	AETNA	Apr 2022 premium - G Stull	$	506.46
20220503106	AETNA	Apr 2022 premium - J Spitz	$	345.12
20220503107	AETNA	Apr 2022 premium - P Spitz	$	226.59
	OCHA REPLACEMENT RESERVE	May 2022 repl reserve deposit - BVM/Speitel	$	3,713.00
	PNC BANK FEE - APR		$	68.97
	TOTAL MAY DISBURSEMENTS (sturcocc)		**$**	**94,646.92**
	TOTAL MAY DISBURSEMENTS CONSTR ACCT (sturcons)		**$**	**389,603.99**

OCEAN CITY HOUSING AUTHORITY
BILL LIST - May 2022

TOTAL BILL LIST - MAY 2022		$ 484,250.91

BANK: BAYVIEW/SPEITEL CONSTRUCTION (RAD_bayview)

Check/Wire #	Vendor	Invoice Notes	Total Amount
	ATLANTIC CITY ELECTRIC	Speitel electric	87.90
149	THE DAILY JOURNAL OF NJ	IFB& revised IFB - PBSr demolition	164.46
	LEVY CONSTRUCTION	BVM HVAC Renovations - Draw #24	67,628.34
	MARATHON ENGINEERING	Speitel Constr Liason Svcs - Draw #24	948.00
	SCUILLO ENGINEERING	Pecks Sr Redevelopmt (Speitel) - Demo/Bid Observ Svcs - Draw #24	951.00
	DONOVAN ARCHITECTS LLC	Speitel - Constr Admin/Energy Star Compliance - Draw #24	13,039.35
	THE BROOKE GROUP LLC	BVM/Speitel consulting - Draw #24	8,415.00
	LEVY CONSTRUCTION	BVM HVAC Renovations - Draw #25	73,712.94
	AMERICAN DEMOLITION CORP	Pecks Sr site demo (Speitel)	166,150.00
	THE BROOKE GROUP LLC	BVM/Speitel consulting - Draw #25	19,293.75
	SCUILLO ENGINEERING	Pecks Sr Redevelopmt (Speitel) - Demo/Bid Observ Svcs - Draw #25	2,219.00
	WINCHESTER	BVM roofing contract	36,994.25
	TOTAL MAY DISBURSEMENTS (sturcons)		**$ 389,603.99**

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

RESOLUTION NO. 2022-19
Resolution Authorizing use of Contract #R200501
Pursuant to N.J.S.A. 52:34-6.2(b)(3)
Elevator Maintenance Contract for Speitel Commons

WHEREAS, the Ocean City Housing Authority, pursuant to N.J.S.A. 52:34-6.2(b)(3), may by resolution and without advertising for bids, join national cooperative purchasing agreements; and

WHEREAS, the Ocean City Housing Authority has the need on a timely basis to purchase goods or services utilizing national cooperative contracts; and

WHEREAS, the Ocean City Housing Authority is a registered member agency with OMNIA with the identification code 5171519; and

WHEREAS, the Ocean City Housing Authority intends to award an OMNIA Cooperative Contract (membership # 5171519) to Schindler Elevator Corporation (#R200501) through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current national contracts; and

WHEREAS, the Ocean City Housing Authority may through the use of the aforementioned contract purchase in excess of the bid threshold; and

NOW, THEREFORE, BE IT RESOLVED, that the Ocean City Housing Authority authorizes the Purchasing Agent to purchase certain goods or services utilizing national cooperative contract with Schindler Elevator Corporation (#R200501), in excess of the bid threshold pursuant to all conditions of the contract with an annual installment of $5,340; and

BE IT FURTHER RESOLVED, that the governing body of the Ocean City Housing Authority pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Executive Director.

ADOPTED: May 17, 2022

VOTE:

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

OCEAN CITY HOUSING AUTHORITY

BY: _____
Robert Barr, Chairperson

ATTESTATION:
This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's Board of Commissioners held on May 17, 2022 at the Administrative Offices – 204 4th Street, Ocean City, New Jersey.

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

Schindler Plus

SCHINDLER ELEVATOR CORPORATION

840 North Lenola Road
Suite 4
Moorestown, NJ 08057-1055
Phone:
Fax: 609-641-7175

Date: May 05, 2022

Estimate Number: KPOZ-C7KHBE (2022.1.1)

To:
Speitel Commons
West Ave
Ocean City, NJ 08226

Building Name:
Speitel Commons

Attn: Ocean City Housing Authority

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment Application Description	Rise/Length Openings	Capacity	Speed	Install#
	Speitel Commons West Ave Ocean City, NJ 08226					
1	Schindler	Gearless Passenger ELEV 01	4F/0R	3500	100	N3763

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") 840 North Lenola Road Suite 4, Moorestown, NJ 08057-1055, and **SPEITEL COMMONS**, West Ave, Ocean City, NJ 08226 ("you") agree as follows:

PREVENTIVE MAINTENANCE SERVICE

- Our preventive maintenance program performed in accordance with a maintenance schedule specific to your equipment and its usage
- Examine, lubricate, adjust, and repair/replace covered components
- Criteria for replacement of all wire ropes will be the appropriate factor of safety
- Prompt callback coverage
- Safety testing
- Customer friendly and responsive communications

PREVENTIVE MAINTENANCE PROGRAM

Our Preventive Maintenance Program, as described in this agreement will be performed in accordance with a maintenance schedule specific to your equipment. A Schindler technician will be assigned to you, and back up technicians are available as required to give you prompt service as required at all times. A Schindler account representative will be assigned to you, and will be your primary contact for communications regarding your agreement. Also available to you is our extensive technical support and parts inventory, at the site as needed, and local warehouses and our national Service Distribution Center available for express delivery in emergencies.

EXAMINE, LUBRICATE, ADJUST, AND REPAIR/REPLACE COVERED COMPONENTS

We will periodically examine, lubricate, adjust, and as needed or if usage mandates, repair, or replace the Covered Components listed below.

TRACTION ELEVATORS

Basic components: Selector motors; brake: pads, lining, disks or shoes, magnet coils, brushes & commutators; controller components: resistors, timers, fuses, overloads, minor contacts, wiring, coils; functional components of car and corridor operating stations; hangers and tracks, door operating devices, door gibs, guide shoes, rollers, traveling cables, signal lamps (replacement during regular visits only), interlocks, door closers, buffers, overspeed governors, car and counterweight safeties, alarm bells, switches, and door protection devices.

Major components: Hoist motors, hoist ropes, suspension traction media, bearings for machine and sheaves, machine brake, motor generators, PC boards, sheave & sheave assemblies, solid state devices, compensation ropes and chains, and contactors.

We assume no responsibility for the following items: hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; freight elevator door straps, cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; emergency cab lighting; light fixtures and lamps; cover plates for signal fixtures and operating stations; card readers or other access control devices; smoke/fire alarms and detectors; pit pumps and alarms; cleaning of cab interiors and exposed sills; plungers, pistons, casings and cylinders; automatic ejection systems; all piping and connections except that portion which is exposed in the machine room and hoistway; guide rails; tank; emergency power generators; telephone service, communication devices; disposal of used oil; intercom or music systems; ventilators, air conditioners or heaters; adverse elevator operation as a result of machine room temperatures (including temperature variations below 60 degrees Fahrenheit and above 90 degrees Fahrenheit); media displays; computer consoles or keyboards; fireman's phones; exterior panels, skirt and deck panels, balustrades, relamping of illuminated balustrades; attachments to skirts, decking or balustrades; moving walk belts; pallets; steps; skirt brushes; sideplate devices; any batteries associated with the equipment; obsolete items, (defined as parts, components or equipment either 20 or more years from original installation, or no longer available from the original equipment manufacturer or an industry parts supplier, replaceable only by refabrication.) In the event that safety testing is performed by us at the start of the Agreement, and we find that critical safety components, such as the governor and/or safeties for traction equipment, and/or valves on hydraulic equipment, are not operating correctly, therefore resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

CLEANING

We will periodically clean the machine room, car top, and pit of debris related to our work in these areas.

TESTING OF SAFETY DEVICES

Equipment	Test	Frequency
Gearless	No Load	Annually
Gearless	Full Load	Every 5 years

Our testing responsibilities do not include fees or changes imposed by local authorities in conjunction with witnessing, witnessing costs, inspecting, assisting inspection authorities, licensing or testing the Equipment including observation of testing by 3rd parties; changes in the testing requirements after the initial start date of this Agreement, or any other testing obligations other than as specifically set forth above, including, but not limited to seismic tests. Since these tests may expose the equipment to strains well in excess of those experienced during normal operation, Schindler will not be responsible for any damage to the equipment or property, or injury to or death of any persons, resulting from or arising out of the performance of these tests. Further, our testing responsibilities do not include performance, or the keeping of records related to, monthly firefighters service.

CUSTOMER FRIENDLY AND RESPONSIVE COMMUNICATIONS

Service dispatching will take place through our Schindler Customer Service Network (SCSN), which is staffed by qualified Schindler personnel, 24 /7. You will be provided with a customer identification number, which must be referenced when a call is placed for your facility. Our dispatchers will have access to your building's service call records, and will promptly relay the details of your call to the assigned technician. Your cab telephone will be directly programmed to dial SCSN.

SCHINDLER AHEAD

You will be provided access to the Schindler Ahead tools, which include Schindler Ahead hardware connectivity, Core service in the tier described below, Schindler Actionboard and Actionboard Mobile.

You will also be provided access to the optional Ahead Digital Services as selected and described below.

Schindler Ahead provides remote connectivity to your Equipment. Schindler Ahead will automatically notify us if any connected component or function is operating outside established parameters. When appropriate, we will communicate with you to schedule appropriate service calls. Monitoring will be performed 24/7 and will automatically communicate with our Customer Service Network using dedicated wireless cellular technology. Schindler will make every reasonable effort to maintain wireless connectivity. If requested, you will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

Schindler ActionBoard and ActionBoard Mobile are communication technologies that provide access to real-time information about your equipment including: performance history, reports, push notifications, service call records, unit profiles and more.

Your contract includes the above features as well as the following Core package:

Enhanced – The Enhanced package provides wireless cellular communication from your equipment's controller to Schindler's data network. This allows the Schindler Cube or Schindler SRM to be connected to your equipment 24/7. The Enhanced package also provides access to all features of ActionBoard and ActionBoard Mobile, giving you real-time information on your equipment. You are also provided access to Schindler's Elevated Support Professional team. This team analyzes information gathered by Schindler Ahead, which improves the reliability of your equipment and improves our response time. The Elevated Support Professional team can alert you when a shutdown is detected, helps confirm issues remotely, and provides real-time ETAs for technicians en route. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival calls. Under the "No Running on Arrival Guarantee," Schindler will fully cover the cost of any callback related to the following situations: Elevator or escalator running in normal operation, or running under any of the following special services modes: Independent service, fireman's service (Phase I or Phase II), or inspection operation. All other callbacks will be billed as outlined in the service agreement.

If you would like information on upgrading your Core package, please discuss with your sales rep. The upgraded packages are:

Premium – The premium package is our top tier,-and was created for customers requiring the most comprehensive level of service. Our premium package offers the highest level of functionality and support. The Premium tier also includes concierge level assistance for all of your service needs.

Optional Digital Services:

The following digital services are also available:

Digital Alarm – The Schindler Ahead in-car emergency phone service will be added to your digital package. This service includes a reliable digital connection between your existing or new in-car emergency phone and our

Schindler Customer Service Network that handles incoming and outgoing emergency calls with passengers in the elevator. To ensure reliability, Schindler Ahead phone service also provides monitoring of this connection. This in-car emergency phone service feature will be added along with the Schindler Core Services, and is contingent upon code approval by the local authority having jurisdiction. The Schindler Ahead solution must be installed and confirmed by Schindler to be communicating before you proceed with plans to remove or cancel your existing service provider's line for your in-car emergency phone. Schindler will notify you once the Schindler Ahead connection is confirmed. This will ensure there is no disruption with the emergency communications with passengers in the elevator. If proprietary telephone equipment exists, you agree to replace the proprietary hardware with compatible hardware for an additional cost.

_____ Initial Here to add DigitalAlarm for $25 per unit, per month in addition to the subscription price shown in the Price section below

ElevateMe - The Schindler Ahead ElevateMe service, which requires a compatible elevator controller, enables passengers to call an elevator via their personal smartphone. Any smartphone with an Apple iOS or a Google Android operating system, can download the ElevateMe app from the respective app store. Via the app the elevator can be called, and the desired destination floor entered. The smartphone will substitute the typical elevator call via a landing or car operating panel*. Once the service is active, all passengers using the smartphone application can place destination calls. The elevator must be equipped with Schindler Ahead to offer the feature. *The landing and operating panels will remain and work as is.

Scope of Services:
Software update and activation of feature on Schindler Cube
Creation, printing and installation of QR Codes
Commissioning of system, testing and registration via Schindler Ahead Control Center
Permanent Monitoring and support via the Technical Operation Center (TOC)
Regular Over-The-Air Update to ensure reliability and security of the hardware

_____ Initial Here to add ElevateMe for $25 per unit, per month in addition to the subscription price shown in the Price section below

Schindler Ahead, your Core package, and the digital services described in this agreement require Schindler Ahead Connectivity. If your existing unit(s) are not equipped with the Connectivity to enable the selected services, we will provide a separate invoice for this cost. By signing this agreement, you agree to pay the costs associated with this activation. Work shall be performed during our regular working hours of our regular working days. Title to Hardware remains with Schindler. Schindler may replace or modify Hardware at any time. Customer shall promptly provide Schindler access to Hardware and prevent unauthorized access thereto.

CALLBACK RESPONSE TIME

We will respond to callbacks during regular working hours within an average of 4 hours of notification, and during overtime hours within an average of 12 hours of notification, unless we are prevented from doing so by causes beyond our control.

HOURS OF SERVICE

We will perform the services during our regular working hours of regular working days, excluding elevator trade holidays. The services include callbacks for emergency minor adjustment callbacks during regular working hours. If you authorize callbacks outside regular working hours, you will pay us at our standard billing rates, plus materials not covered by contract, expenses and travel. All other work outside the services will be billed at our standard billing rates. A request for service will be considered an "emergency minor adjustment callback" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete.

TERM

This Agreement commences on July 01, 2022, and continues until June 30, 2024, and shall renew (where permitted by applicable local law) for subsequent similar periods, unless terminated by either party upon written notice received by the other party at least 90 days prior to the above termination date or any renewal termination date, and not more than 120 days before the termination date.

PRICE

In consideration of the services provided hereunder, you agree to pay us the sum of $445.00 per month, payable in annual installments of $5,340.00, exclusive of applicable taxes.

The pricing above includes a subscription price of $20 per month for Schindler Ahead Enhanced on 1 unit, totaling $20.00 per month.

PRICE ADJUSTMENT

The contract Price and labor rates for extra work will be adjusted annually in January. This adjustment will be based upon the local labor rate adjustment for the year in which it is adjusted, and will be increased or decreased on the basis of changes to the local straight time hourly rate for mechanics. If there is a delay in determining a new labor rate, or an interim determination of a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs. Should you elect to take the annual pre-payment option, the price adjustment date will default to coincide with the invoice date.

The annual contract price adjustment will not apply to Schindler Ahead. Schindler reserves the right to make adjustments to the monthly fee for the Schindler Ahead tiers as additional value added features and functionality are added to the selected offering.

PAYMENT OPTIONS

(1) Please select a Method of Payment:

- ☐ Direct Debit — 1% Discount (Attach Copy of voided check)
- ☐ Credit Card — 3% Addition
  - ☐ Visa ☐ MC ☐ AMEX
  - Number: _____
  - Expiration Date: _____
  - Signature: _____
- ☐ Check
- ☐ Other: _____

(2) Please select a Payment Frequency (Other than Annual):

- ☐ Semi-Annual — 1% Addition
- ☐ Quarterly — 3% Addition
- ☐ Monthly — 5% Addition

SPECIAL TERMS AND PRICING

This contract adheres to Terms and Conditions of the OMNIA Partners contract #R200501.

The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:

By: Alexandra Akeret

For: Schindler Elevator Corporation

Title: Field Superintendent

Date: May 05, 2022

Accepted:

Jacqueline S. Jones

By: JACQUELINE S. JONES

For: Speitel Commons

Title: EXECUTIVE DIRECTOR

Date: May 17, 2022

Approved:

By: Nicholas Rainwater

Title: General Manager Service

Date:

TERMS AND CONDITIONS

1. This is the entire Agreement between us, and no other terms or conditions shall apply. This service proposal does not void or negate the terms and conditions of any existing service agreement unless fully executed by both parties. No services or work other than specifically set forth herein are included or intended by this Agreement.

2. You retain your responsibilities as Owner and/or Manager of the premises and of the Equipment. You will provide us with clear and safe access to the Equipment and a safe workplace for our employees as well as a safe storage location for parts and other materials to be stored on site which remain our property, in compliance with all applicable regulations related thereto, you will inspect and observe the condition of the Equipment and workplace and you will promptly report potentially hazardous conditions and malfunctions, and you will call for service as required; you will promptly authorize needed repairs or replacements outside the scope of this Agreement, and observe all testing and reporting responsibilities based upon local codes. You will not permit others to work on the Equipment during the term of this Agreement. You agree that you will authorize and pay for any proposed premaintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 30 days of this agreement), or we will have the option to terminate this Agreement immediately, without penalty to us. You agreed to post and maintain necessary instructions and / or warnings relating to the equipment.

3. We will not be liable for damages of any kind, whether in contract or in tort, or otherwise, in excess of the annual price of this Agreement. We will not be liable in any event for special, indirect or consequential damages, which include but are not limited to loss of rents, revenues, profit, good will, or use of Equipment or property, or business interruption.

4. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

5. You will assign this Agreement to your successor in interest, should your interest in the premises cease prior to the initial or any renewal termination date. If this Agreement is terminated prematurely for any reason, other than our default, including failure to assign to a successor in interest as required above, you will pay as liquidated damages (but not penalty) one/half of the remaining amount due under this Agreement.

6. The Equipment consists of mechanical and electrical devices subject to wear and tear, deterioration, obsolescence and possible malfunction as a result of causes beyond our control. The services do not guarantee against failure or malfunction, but are intended to reduce wear and prolong useful life of the Equipment. We are not required to perform tests other than those specified previously, to install new devices on the equipment which may be recommended or directed by insurance companies, federal, state, municipal or other authorities, to make changes or modifications in design, or to make any replacements with parts of a different design. We are responsible to perform such work as is required due to ordinary wear and tear. We are not responsible for any work required, or any claims, liabilities or damages, due to: obsolescence; accident; abuse; misuse; vandalism; adverse machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit) or excessive humidity; overloading or overcrowding of the Equipment beyond the limits of the applicable codes; use of a stopped escalator as a stair; adverse environmental or premises conditions, including but not limited to water damage, power fluctuations, rust, or any other cause beyond our control. We will not be responsible for correction of outstanding violations or test requirements cited by appropriate authorities prior to the effective date of this agreement.

7. Invoices (including invoices for extra work outside the fixed price) will be paid upon presentation, on or before the last day of the month prior to the billing period. Late or non-payments will result in:

(a) Interest on past due amounts at 1½% per month or the highest legal rate available;
(b) Termination of the Agreement on ten (10) days prior written notice; and
(c) Attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

8. If either party to this Agreement claims default by the other, written notice of at least 30 days shall be provided, specifically describing the default. If cure of the default is not commenced within the thirty-day notification period, this Agreement may be terminated. In the event of litigation, the prevailing party will be entitled to its reasonable attorneys' fees and costs. If you elect to modernize any or all of the Equipment during the term of this agreement, you will give us the option, within a reasonable time, to prepare an offer for the work and/or evaluate competitor proposals and compare scope of work and price. If we are unable to match price and scope of work, or present an alternative proposal, this Agreement may be canceled with ninety (90) days written notice.

9. Any proprietary material, information, data or devices contained in the equipment or work provided hereunder, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software, modems, source/ access/ object codes, passwords. In the event Schindler's maintenance obligation is terminated, the Schindler Ahead features ("SA") (if applicable) will be deactivated and Schindler reserves the right to remove the Schindler Ahead hardware. If Schindler is no longer the maintenance provider, Customer is responsible for obtaining alternative telephone service for the elevator phones.

10. You will prevent access to the Equipment, including the SA feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SA, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SA output, nor for claims arising from acts or omissions of others in connection with SA or from interruptions of telephone service to SA regardless of cause. You agree, which obligation shall survive this Agreement, that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

11. Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

12. Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept, named as certificate holder, in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. Limits of liability as follows:

(a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
(b) Comprehensive Liability - Up to Two Million Dollars ($2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate $5,000,000.
(c) Auto Liability - $5,000,000 CSL.
(d) Employer's Liability - $5,000,000 Each Accident/Employee/Policy Limit.

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

RESOLUTION NO. 2022-20
Resolution Authorizing Payment of Draw 25

WHEREAS, the Ocean City Housing Authority solicited an Invitation for Bids for construction of four-story residential apartment building consisting of three stories of wood frame residential over one-story of reinforced concrete frame parking/utility to be known as Speitel Commons at Bayview Manor; and

WHEREAS, the Ocean City Housing Authority is committed to renovations at Bayview Manor, which is located next to Speitel Commons;

WHEREAS, the funding for the construction of Speitel Commons at Bayview Manor is partly through the New Jersey Housing and Mortgage Finance Agency and partly through the City of Ocean City;

WHEREAS, the funding for the renovations at Bayview Manor is through the City of Ocean City; and

WHEREAS, the funding through the City of Ocean City is via a partnership established through a Shared Services Agreement with the Ocean City Housing Authority; and

WHEREAS, the payments to the vendors for the construction of Speitel Commons at Bayview Manor and the renovations at Bayview Manor will be paid by the Ocean City Housing Authority through "Project Draws" funded by the City of Ocean City; and

WHEREAS, the attached Project Draws will be processed and the vendors paid upon receipt of the funds from the City of Ocean City; and

WHEREAS, Project Draw #25 in the amount of $261,375.69
are attached for approval of this payment process;

THEREFORE, the Ocean City Housing Authority Board of Commissioners authorizes the payment of the above mentioned and attached draws upon receipt of the funds through the Shared Services Agreement with the City of Ocean City.

ADOPTED: May 17, 2022

VOTE:

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

OCEAN CITY HOUSING AUTHORITY

BY: _____
Robert Barr, Chairperson

ATTESTATION:
This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's Board of Commissioners held on May 17, 2022 at the Administrative Offices – 204 4th Street, Ocean City, New Jersey.

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

HOUSING AUTHORITY OF THE CITY OF OCEAN CITY

Jacqueline Jones
Executive Director
Ocean City Housing Authority

May 6, 2022

Re: Payment to contractors for Redevelopment of Speitel Commons and Bayview Manor – Overall Project Draw #25

Dear Ms. Jones:

The above captioned draw request is being submitted to the City of Ocean City. The total amount of the request is $261,375.69. Once the City has approved the request it will send the funds to the Housing Authority. Once those funds have been obtained, the Housing Authority will pay the project contractors as follows:

Contractor	Address	Draw Amount
Levy Construction Co. Inc	**800 Newton Ave., Oaklyn, NJ 080107**	**$73,712.94**
American Demolition Corp.	**2 English Lane, Egg Harbor Twp., 08234**	**$166,150.00**
The Brooke Group LLC	**209 E Egnor., Galloway, NJ 08205**	**$19,293.75**
Sciullo Engineering	**17 S. Gordon's Alley, Ste 3, Atlantic City, NJ 08401**	**$2,219.00**
	TOTAL	**$261,375.69**

Attached are the following items to back up this disbursement:

- Bank Wire Instructions for Each Contractor
- W9s for Contractors Listed Above
- Copy of Draw #25 Submission to Ocean City

If you have any questions please feel free to contact Holly Ginnetti of The Brooke Group, LLC at (609) 652-7788 or by email at hollyf@brookegroupllc.com.

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

RESOLUTION NO. 2022-21
Ocean City Housing Authority 2022 Capital Budget

WHEREAS, the 2022 Capital Budget for the Ocean City Housing Authority has been presented before the Members of the Ocean City Housing Authority at its open public meeting of May 17, 2022; and

WHEREAS, the Authority is funded under the Capital Fund Appropriations Program through the Department of Housing and Urban Development; and,

WHEREAS, under the Capital Fund Appropriations Program, all Capital Fund Budgets shall be made only with Board approval and,

WHEREAS, the 2022 Capital Fund has been allocated $148,746 through the Department of Housing and Urban Development;

WHEREAS, the Authority certifies that all of the work items in the Budget Line Items are included in the Annual Statement/Budget and are from the most recent Five-Year Action Plan approved by HUD.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the City of Ocean City as follows:

The Authority hereby approves the 2022 Capital Fund Budget in an amount totaling $148,746 as determined necessary, desirable and convenient by the Authority Treasurer, Authority Chairman, or other authorized representative of the Authority (the "Authorized Officers").

ADOPTED: May 17, 2022

VOTE:

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

OCEAN CITY HOUSING AUTHORITY

BY: _____
Robert Barr, Chairperson

ATTESTATION:
This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's Board of Commissioners held on May 17, 2022 at the Administrative Offices – 204 4th Street, Ocean City, New Jersey.

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

2022 Capital Fund

OMB Approval No. 2577-0075
(exp. 08/31/2023)

Capital Fund Program
(CFP) Amendment
Annual Contributions Contract
Terms and Conditions (HUD-52840-A)

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

The information collection requirements contained in this document have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2577-0075. There is no personal information contained in this application. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when disclosure is not required. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

Whereas, (Public Housing Authority) Ocean City Housing Authority NJ053 (herein called the "PHA")
and the United States of America, Secretary of Housing and Urban Development (herein called "HUD") entered into an Annual Contributions Contract
ACC(s) Numbers(s) (On File) dated (On File)

Whereas, in accordance with Public Law 117-103, Division L, Title II,

Whereas, HUD has agreed to provide CFP assistance, upon execution of this Amendment, to the PHA in the amount to be specified below for the purpose of assisting the PHA in carrying out capital and management activities at existing public housing projects in order to ensure that such projects continue to be available to serve low-income families. HUD reserves the right to provide additional CFP assistance in this FY to the PHA. When HUD provides additional amounts, it will notify the PHA and those amended grants will be subject to these terms and conditions.

$ $148,746.00 for Fiscal Year 2022 to be referred to under Capital Fund Grant Number NJ39P05350122
PHA Tax Identification Number (TIN): On File UEI Number: On File

Whereas, HUD and the PHA are entering into the CFP Amendment Number On File

Now Therefore, the ACC is amended as follows:

1. The ACC(s) is (are) amended to provide CFP assistance in the amount specified above for capital and management activities of PHA projects. This CFP Amendment is a part of the ACC.

2. The PHA must carry out all capital and management activities in accordance with the United States Housing Act of 1937 (the Act), 24 CFR Part 905 (the Capital Fund Final rule) as well as other applicable HUD requirements, except that the limitation in section 9(g)(1) of the Act is increased such that of the amount of CFP assistance provided for under this CFP amendment only, the PHA may use no more than 25 percent for activities that are eligible under section 9(e) of the Act only if the PHA's HUD-approved Five Year Action Plan provides for such use; however, if the PHA owns or operates lessthan 250 public housing dwelling units, such PHA may continue to use the fullflexibility in accordance with section 9(g)(2) of the Act.

3. The PHA has a HUD-approved Capital Fund Five Year Action Plan and has complied with the requirements for reporting on open grants through the Performance and Evaluation Report. The PHA must comply with 24 CFR 905.300 of the Capital Fund Final rule regarding amendment of the Five Year Action Plan where the PHA proposes a Significant Amendment to the Capital Fund Five Year Action Plan.

4. For cases where HUD has approved a Capital Fund Financing Amendment to the ACC, HUD will deduct the payment for amortization scheduled payments from the grant immediately on the effective date of this CFP Amendment. The payment of CFP funds due per the amortization scheduled will be made directly to a designated trustee within 3 days of the due date.

5. Unless otherwise provided, the 24 month time period in which the PHA must obligate this CFP assistance pursuant to section 9(j)(1) of the Act and 48 month time period in which the PHA must expend this CFP assistance pursuant to section 9(j)(5) of the Act starts with the effective date of this CFP amendment (the date on which CFP assistance becomes available to the PHAfor obligation). Any additional CFP assistance this FY will start with the same effective date.

6. Subject to the provisions of the ACC(s) and paragraph 3, and to assist in capital and management activities, HUD agrees to disburse to the PHA or the designated trustee from time to time as needed up to the amount of the funding assistance specified herein.

7. The PHA shall continue to operate each public housing project as low-income housing in compliance with the ACC(s), as amended, the Act and all HUD regulations for a period of twenty years after the last disbursement of CFP assistance for modernization activities for each public housing project or portion thereof and for a period of forty years after the last distribution of CFP assistance for development activities for each public housing project and for a period of ten years following the last payment of assistance from the Operating Fund to each public housing project. Provided further that, no disposition of any project covered by this amendment shall occur unless approved by HUD.

8. The PHA will accept all CFP assistance provided for this FY. If the PHA does not comply with any of its obligations under this CFP Amendment and does not have its Annual PHA Plan approved within the period specified by HUD, HUD shall impose such penalties or take such remedial action as provided by law.HUD may direct the PHA to terminate all work described in the Capital Fund Annual Statement of the Annual PHA Plan. In such case, the PHA shall only incur additional costs with HUD approval.

9. Implementation or use of funding assistance provided under this CFP Amendment is subject to the attached corrective action order(s).
(mark one) : Yes [ ] No [X]

10. The PHA is required to report in the format and frequency established by HUD on all open Capital Fund grants awarded, including information on the installation of energy conservation measures.

11. If CFP assistance is provided for activities authorized pursuant to agreements between HUD and the PHA under the Rental Assistance Demonstration Program,the PHA shall follow such applicable statutory authorities and all applicable HUD regulations and requirements. For total conversion of public housing projects, no disposition or conversion of any public housing project covered by these terms and conditions shall occur unless approved by HUD. For partial conversion, the PHA shall continue to operate each non-converted public housing project as low-incomehousing in accordance with paragraph 7.

12. CFP assistance provided as an Emergency grant or a Safety and Security grant shall be subject to a 12 month obligation and 24 month expenditure timeperiod. CFP assistance provided as a Natural Disaster grant shall be subject to a 24 month obligation and 48 month expenditure time period. The start date shall bethe date on which such funding becomes available to the PHA for obligation. The PHA must have a recorded and effective Declaration(s) of Trust on all property funded with Capital Fund grants (all types) or HUD will exercise all available remedies including recapture of grant funding.

The parties have executed this CFP Amendment, and it will be effective on May 12, 2022. This is the date on which CFP assistance becomes available to the PHA for obligation.

U.S. Department of Housing and Urban Development	PHA (Executive Director or authorized agent)
By Date: May 12, 2022	By Jacqueline Jones Date: 5/17/22
/s/ Robert E. Mulderig	
Title	Title EXECUTIVE DIRECTOR
Deputy Assistant Secretary, Office of Public Hsg Investments	

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0157
Expires 11/30/2023

"Public reporting burden for this collection of information is estimated to average 2.2 hours. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form is used to verify allowable and reasonableness of grant expenses. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

PHA Name	Grant Type and Number	FFY of Grant:
Ocean City Housing Authority	Capital Fund Program Grant No: NJ39P05350122 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant Approval: 2022

Type of Grant

☑ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no:

☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	**Revised[2]**	**Obligated**	**Expended**
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 15) [3]	148,746.00			
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 15)				
5	1480 General Capital Activity				
6	1492 Moving to Work Demonstration				
7	1501 Collaterization Expense / Debt Service Paid by PHA				
8	1503 RAD-CFP				
9	1504 RAD Investment Activity				
10	1505 RAD-CPT				
11	9000 Debt Reserves				
12	9001 Bond Debt Obligation paid Via System of Direct Payment				
13	9002 Loan Debt Obligation paid Via System of Direct Payment				
14	9900 Post Audit Adjustment				

[1] To be completed for the Performance and Evaluation Report.

[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0157
Expires 11/30/2023

Part I: Summary

PHA Name: Ocean City Housing Authority	Grant Type and Number Capital Fund Program Grant No: NJ39P05350122 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: FFY of Grant Approval:

Type of Grant

☐ Original Annual Statement ☐ Reserve for Disasters/Emergencies ☐ Revised Annual Statement (revision no:

☐ Performance and Evaluation Report for Period Ending: ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost [1]	
		Original	Revised [2]	Obligated	Expended
15	Amount of Annual Grant:: (sum of lines 2 - 14)	148,746.00			
16	Amount of line 15 Related to LBP Activities				
17	Amount of line 15 Related Sect. 504, ADA, and Fair Housing Act Activities.				
18	Amount of line 15 Related to Security - Soft Costs				
19	Amount of line 15 Related to Security - Hard Costs				
20	Amount of line 15 Related to Energy Conservation Measures				

Signature of Executive Director *	Date	Signature of Public Housing Director	Date

* I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

[1] To be completed for the Performance and Evaluation Report.

[2] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

[3] PHAs with under 250 units in management may use 100% of CFP Grants for operations.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0157
Expires 11/30/2023

Part II: Supporting Pages

PHA Name:	Grant Type and Number	Federal FFY of Grant:
Ocean City Housing Authority	Capital Fund Program Grant No: CFFP (Yes/ No): NJ39P05350122 Replacement Housing Factor Grant No: –	2022

Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised [1]	Funds Obligated[2]	Funds Expended[2]	
NJ053000001	Operations	1406		148,746.00				

[1] To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
[2] To be completed for the Performance and Evaluation Report.

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0157
Expires 11/30/2023

Part III: Implementation Schedule for Capital Fund Financing Program

PHA Name: Ocean City Housing Authority

Federal FFY of Grant: 2022

Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates [1]
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
NJ053000001	05/11/2024		05/11/2026		

[1] Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

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

RESOLUTION NO. 2022-22
A Resolution Authorizing Executive Session

WHEREAS, while the Sen. Byron M. Baer Open Public Meetings Act (N.J.S.A. 10:4-6 et seq.) requires all meetings of the Ocean City Housing Authority to be held in public, N.J.S.A. 10:4-12(b) sets forth nine (9) types of matters that may lawfully be discussed in "Executive Session," i.e. without the public being permitted to attend, and

WHEREAS, the Ocean City Housing Authority has determined that 1 (insert number) issues are permitted by N.J.S.A. 10:4-12(b) to be discussed without the public in attendance shall be discussed during an Executive Session to be held on May 17th, 2022 at 5:13 P.M, and

WHEREAS, the nine (9) exceptions to public meetings set forth in N.J.S.A. 10:4-12(b) are listed below, and next to each exception is a box within which **the number** of issues to be privately discussed that fall within that exception shall be written, and after each exception is a space where additional information that will disclose as much information about the discussion as possible without undermining the purpose of the exception shall be written.

☐ **"(1) Any matter which, by express provision of Federal law, State statute or rule of court shall be rendered confidential or excluded from public discussion**." The legal citation to the provision(s) at issue is:_____ and the nature of the matter, described as specifically as possible without undermining the need for confidentiality is_____
_____
_____
_____;

☐ "**(2) Any matter in which the release of information would impair a right to receive funds from the federal government.**" The nature of the matter, described as specifically as possible without undermining the need for confidentiality is_____
_____
_____
_____;

☐ "**(3) Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.**" The nature of the matter, described as specifically as possible without undermining the need for confidentiality
is_____
_____
_____
_____
_____;

☐ "**(4) Any collective bargaining agreement, or the terms and conditions of which are proposed for inclusion in any collective bargaining agreement, including the negotiation of terms and conditions with employees or representatives of employees of the public body**" The collective bargaining contract(s) discussed are between the Board and_____;

☐ "**(5) Any matter involving the purchase lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed.**" The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____;

☐ "**(6) Any tactics and techniques utilized in protecting the safety and property of the public provided that their disclosure could impair such protection. Any investigations of violations or possible violations of the law.**" The nature of the matter, described as specifically as possible without undermining the need for confidentiality is _____;

X "**(7) Any pending or anticipated litigation or contract negotiation in which the public body is or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.**" The parties to and docket numbers of each item of litigation and/or the parties to each contract discussed are Winchester Roof Corporation and nature of the discussion, described as specifically as possible without undermining the need for confidentiality is final close-out of Winchester Roofing Corporation Contract;

☐ "**(8) Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.**" Subject to the balancing of the public's interest and the employee's privacy rights under South Jersey Publishing Co. v. New Jersey Expressway Authority, 124 N.J. 478, the employee(s) and nature of the discussion, described as specifically as possible without undermining the need for confidentiality are _____;

☐ "**(9) Any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act of omission for which the responding party bears responsibility.**" The nature of the matter, described as specifically as possible without undermining the need for confidentiality is_____
_____
_____
_____;

WHEREAS, the length of the Executive Session is estimated to be 15 minutes after which the public meeting of the Ocean City Housing Authority shall (circle one) reconvene and immediately adjourn or reconvene and proceed with business.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Ocean City Housing Authority will go into Executive Session for **only** the above stated reasons;

BE IT FURTHER RESOLVED that the Board of Commissioners hereby declares that its discussion of the aforementioned subject(s) will be made public at a time when the public's interest in disclosure is greater than any privacy or governmental interest being protected from disclosure. For each of the above items, the estimated date by which such disclosure can be made and/or the occurrence that needs to take place before disclosure can be made are listed below (attach separate sheet if necessary)

Subject of Discussion	Estimated Date	Necessary Occurrence

BE IT FURTHER RESOLVED that the Secretary, at the present public meeting, shall read aloud enough of this resolution so that members of the public in attendance can understand, as precisely as possible, the nature of the matters that will privately discussed.

BE IT FURTHER RESOLVED that the Secretary, on the next business day following this meeting, shall furnish a copy of this resolution to any member of the public who requests one at the fees allowed by N.J.S.A. 47:1A-1 et seq.

I HEREBY CERTIFY THAT THIS IS ATRUE COPY OF THE RESOLUTION APPROVED BY THE BOARD OF COMMISSIONERS OF THE OCEAN CITY HOUSING AUTHORITY AT ITS PUBLIC MEETING HELD ON May 17, 2022.

ADOPTED: May 17, 2022

VOTE:

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

OCEAN CITY HOUSING AUTHORITY

BY: _____
Robert Barr, Chairperson

ATTESTATION:
This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's Board of Commissioners held on May 17, 2022 at the Administrative Offices – 204 4th Street, Ocean City, New Jersey.

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

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

RESOLUTION NO. 2022-23
Resolution Approving Change Orders for Bayview Manor Roof Replacement and Final Payment to Winchester Roofing Corporation

WHEREAS, the Ocean City Housing Authority solicited an Invitation for Bids for renovation of the roof at Bayview Manor; and

WHEREAS, bids were advertised pursuant to section 4 of P.L.1971, c.198 (C.40A:11-4); and

WHEREAS, the lowest responsible bidder for this project was **Winchester Roofing Corporation – 8 Democrat Way; Gibbsboro, NJ 08026** with a bid amount **of $234,153;** and

WHEREAS, the contract for construction was awarded to **Winchester Roofing Corporation – 8 Democrat Way; Gibbsboro, NJ 08026 with Resolution 2020-40 at the September 15, 2020 board meeting;** and

WHEREAS, Change Order #4 is necessary for lightning protection work to repair damaged system; and

WHEREAS, Change Order #5 is necessary for the clean-up of the roof, truck charge to transport trash, transport dumpster for roof repairs and lightning rod work; and

WHEREAS, the aforementioned change orders are described and attached herein; and

WHEREAS, it is recommended the Board approve the final payment to **Winchester Roofing Corporation** in the amount of **$36,994.25** per the Agreement attached herein; and

NOW, THEREFORE, BE IT RESOLVED the Board of Commissioners herby accepts the change orders indicated above and approve final payment to Winchester Roofing Corporation in the amount of $36,994.25.

ADOPTED: May 17, 2022

VOTE:

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

OCEAN CITY HOUSING AUTHORITY

BY: _____
Robert Barr, Chairperson

ATTESTATION:
This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's Board of Commissioners held on May 17, 2022 at the Administrative Offices – 204 4th Street, Ocean City, New Jersey.

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

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
19-037 Bayview Manor Roof Replacement 635 West Ave & Sixth St. Ocean City, NJ 08226	Contract For: General Construction Date: 10/06/2020	Change Order Number: 004 Date: 03/03/2022
OWNER: *(Name and address)* Ocean City Housing Authority 204 4th Street Ocean City, NJ 08226	**ARCHITECT:** *(Name and address)* Donovan Architects, LLC 9 Tanner Street, Suite 201, Haddonfield, NJ 08033	**CONTRACTOR:** *(Name and address)* Winchester Roofing Corp. 8 Democrat Way Gibbsboro, NJ 08026

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
03/03/2022 - Lightning protection work to repair damaged system.

The original Contract Sum was	$	234,153.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	234,153.00
The Contract Sum will be decreased by this Change Order in the amount of	$	10,656.00
The new Contract Sum including this Change Order will be	$	223,497.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 05/18/2021***

NOTE: ~~This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.~~

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Donovan Architects, LLC ARCHITECT *(Firm name)*	Winchester Roofing Corp. CONTRACTOR *(Firm name)*	Ocean City Housing Authority OWNER *(Firm name)*
SIGNATURE	June B Michael SIGNATURE	Jacqueline Jones SIGNATURE
Michael R. Donovan, Principal PRINTED NAME AND TITLE	June B. Michael President PRINTED NAME AND TITLE	JACQUELINE J. Jones, Exec Dir PRINTED NAME AND TITLE
03/03/2022 DATE	5/16/22 DATE	5/17/22 DATE

*** The Project schedule is in dispute and Owner and Contractor agree there shall be no assessment of liquidated or other damages for delay against the Contractor, all such claims therefor being hereby waived by Owner.

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
19-037 Bayview Manor Roof Replacement 635 West Ave & Sixth St. Ocean City, NJ 08226	Contract For: General Construction Date: 10/06/2020	Change Order Number: 005 Date: 03/03/2022
OWNER: *(Name and address)* Ocean City Housing Authority 204 4th Street Ocean City, NJ 08226	**ARCHITECT:** *(Name and address)* Donovan Architects, LLC 9 Tanner Street, Suite 201, Haddonfield, NJ 08033	**CONTRACTOR:** *(Name and address)* Winchester Roofing Corp. 8 Democrat Way Gibbsboro, NJ 08026

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

03/03/2022 - Clean up the roof, truck charge to transport trash, transport dumpster. Roof repairs and lightning rod work.

The original Contract Sum was	$	234,153.00
The net change by previously authorized Change Orders	$	-10,656.00
The Contract Sum prior to this Change Order was	$	223,497.00
The Contract Sum will be increased by this Change Order in the amount of	$	1,947.55
The new Contract Sum including this Change Order will be	$	225,444.55

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 05/18/2021 ***

NOTE: ~~This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.~~

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Donovan Architects, LLC **ARCHITECT** *(Firm name)*	Winchester Roofing Corp. **CONTRACTOR** *(Firm name)*	Ocean City Housing Authority **OWNER** *(Firm name)*
SIGNATURE	June B. Michael **SIGNATURE**	Jacqueline Jones **SIGNATURE**
Michael R. Donovan, Principal **PRINTED NAME AND TITLE**	June B. Michael President **PRINTED NAME AND TITLE**	JACQUELINE S. JONES, Exec Dir **PRINTED NAME AND TITLE**
03/03/2022 **DATE**	5/16/22 **DATE**	5/17/22 **DATE**

*** The Project schedule is in dispute and Owner and Contractor agree there shall be no assessment of liquidated or other damages for delay against the Contractor, all such claims therefor being hereby waived by Owner.

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma (Instructions on reverse side)

CONTRACTOR: Winchester Roofing Corp.
8 Democrat Way,
Gibbsboro, NJ 08012

SUBCONTRACTOR:

CONTRACT FOR: Roofing

PROJECT:
Bayview Manor
West Av & E. 5th St
Oceran City NJ

APPLICATION NUMBER: 5 revised
PERIOD TO: 03/04/22
PROJECT NOS.:

CONTRACT DATE: 10/06/20

VIA CONSTRUCTION MANAGER:
VIA ARCHITECT:

Distribution to:
- OWNER
- CONSTRUCTION MANAGER
- ARCHITECT
- CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM** — $234,153.00
2. **Net Change By Change Orders**..... — ($8,708.45)
3. **CONTRACT SUM TO DATE** (Line 1 +2)..... — $ 225,444.55
4. **TOTAL COMPLETED & STORED TO DATE**..... — $225,444.55
   (Column G on G703)
5. **RETAINAGE:**
   a. 0% % of Completed Work — $0.00
   (Columns D & E on G703)
   b. 0% % of Stored Material — $0.00
   (Column F on G703)
   Total Retainage (Line 5a + 5b or Total in Column I of G703) — $0.00
6. **TOTAL EARNED LESS RETAINAGE**..... — $225,444.55
   (Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**
   (Line 6 from prior Certificate) — $188,450.30
8. **CURRENT PAYMENT DUE** — $36,994.25
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 less Line 6) — $ -

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month	$1,947.55	$10,656.00
TOTALS	$1,947.55	
NET CHANGES by Change Order		$8,708.45

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **Winchester Roofing Corp**

BY: June B Michael President

State of: NewJersey
Subscribed and sworn before me this day of 20
Notary Public: of NJ
My Commission Expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $ 36,994.25

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.).

CONSTRUCTION MGR:
By: Date:

ARCHITECT:
By: Date:

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5.00
APPLICATION DATE: 03/07/22
PERIOD TO: 03/07/22
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	Bayview Manor								
1	Bonds/insurance	$12,000.00	$12,000.00	$0.00		$12,000.00	100%	$0.00	
2	Mobilization	$14,000.00	$14,000.00	$0.00		$14,000.00	100%	$0.00	
3	Dumpsters	$10,000.00	$9,500.00	$500.00		$10,000.00	100%	$0.00	
4	Roofing Material	$61,000.00	$61,000.00	$0.00		$61,000.00	100%	$0.00	
5	roofing labor	$63,000.00	$63,000.00	$0.00		$63,000.00	100%	$0.00	
6	coping material	$27,000.00	$27,000.00	$0.00		$27,000.00	100%	$0.00	
7	coping labor	$8,000.00		$8,000.00		$8,000.00	100%	$0.00	
8	punch List	$8,000.00		$8,000.00		$8,000.00	100%	$0.00	
9	close out	$6,000.00		$6,000.00		$6,000.00	100%	$0.00	
10	overhead	$20,900.00	$19,019.00	$1,881.00		$20,900.00	100%	$0.00	
11	profit	$11,495.00	$10,460.45	$1,034.55		$11,495.00	100%	$0.00	
12	discount	($7,242.00)	($6,590.22)	($651.78)		($7,242.00)	100%	$0.00	
	Change order #4	($10,656.00)		($10,656.00)		($10,656.00)	100%	$0.00	
	Change order #5	$1,947.55		$1,947.55		$1,947.55	100%	$0.00	
TOTALS		$225,444.55	$209,389.23	$16,055.32	$0.00	$225,444.55		$0.00	$0.00

AGREEMENT TO CLOSE OUT CONSTRUCTION CONTRACT

This Agreement ("Agreement") is entered into on this 22nd day of April, 2022 ("Effective Date") by and between and among Winchester Roofing Corp. ("Winchester") and Ocean City Housing Authority ("OCHA"). Winchester and OCHA are sometimes referred to hereinafter, collectively as the "Parties" or singly as a "Party."

WHEREAS, OCHA entered into a written "Contract" with Winchester, pursuant to which Winchester agreed to perform and did, in fact, perform specified roofing work at the Bayview Manor facility located at West Ave and East 5th Street, Ocean City, NJ (the "Project"). A copy of the Contract is attached hereto as Exhibit A;

WHEREAS, all construction work required by the Contract has been completed;

WHEREAS, disputes developed between OCHA and Winchester regarding close-out of the Project;

WHEREAS, for the purpose of avoiding the expense and distraction of litigation, Winchester and OCHA desire to resolve their differences amicably on the terms set forth herein;

NOW THEREFORE, Winchester and OCHA, intending to be legally bound, and in the consideration of these premises, hereby agree as follows:

1. **Warranty.** Winchester represents that it has obtained the manufacturer's warranty from Versico Roofing Systems for the Project ("Warranty"). Upon full execution of this Agreement, counsel for Winchester will forward the Warranty to counsel for OCHA, who shall hold same in escrow until after he has provided counsel for Winchester with the Change Orders required by Section 2 and the Payment required by Section 3.

2. **Change Orders.** Upon receipt of the Warranty, counsel for OCHA shall provide counsel for Winchester with fully executed Change Orders (executed by both Owner and Architect) in the form attached hereto as Exhibit B, which have already been executed by Winchester.

3. **Payments Due**

Within ten days after OCHA's receipt of the Warranty or Winchester's executed counterpart of this Agreement, whichever last occurs, OCHA counsel shall send payment to counsel for Winchester in the amount of $36,994.25 ("Payment"), which shall constitute full and final payment to Winchester under the terms of the Contract and full and final payment of the payment application attached hereto as Exhibit C. Payment shall be payable to "Kreiser & Associates, PC, attorneys for Winchester Roofing Corp." and shall be delivered to "Travis Kreiser at 1300 Lawrence Road, Havertown, PA 19083 by the due date specified hereunder.

Kreiser & Associates shall hold the Payment in escrow in its IOLTA trust account and shall not release any portion thereof, except in strict accordance with the following terms:

(a) No portion of the Payment shall be released to Winchester until after Winchester obtains a final lien waiver from its supplier, Universal Supply Co on the Project and provides a copy thereof to OCHA's counsel.

(b) After complying with Section 3(a), Kreiser & Associates may release the remaining balance of the Payment to Winchester, except the sum of $4769, which shall continue to be held in escrow until Winchester obtains a final lien waiver on the Project from Tristate Paint and Wallcovering ("Tristate") and provides a copy of same to counsel for OCHA. Any balance remaining after payment to Tristate may be released to Winchester.

4. **Phenix Pro.** Winchester represents that it is withholding the sum of $3,853.56 from Phenix Pro for a default by Phenix Pro on the Project as permitted by Winchester's Subcontract with Phenix Pro, and further represents that the damages resulting from the work of

Phenix Pro exceed said sum. Should Phenix Pro seek to recover from OCHA any sum alleged due for any work allegedly performed for Winchester on the Project ("PP Payment Claims"), Winchester agrees to indemnify and hold OCHA harmless from any such PP Payment Claims.

5. **Permit Close-out.** If not already completed, Winchester shall, within ten (10) days of the execution of this Agreement by OCHA, take all action required to expedite the closing out of its permit with the City of Ocean City.

6. **No other Modification.** Except as expressly provided herein, all other terms and conditions of the Contract shall remain in full force and effect, unmodified by this Agreement.

5. **Drafting of Document and Reliance by the Parties**

This is the complete agreement to which the Parties intend to be legally bound. This Agreement has been negotiated by the Parties through their respective counsel. All Parties to this Agreement warrant, represent and agree that the terms of this Agreement were read, discussed with counsel, fully understood and are voluntarily accepted for the purposes stated herein.

6. **Future Cooperation**

All Parties agree to cooperate fully and to execute any and all supplemental documents and to take any additional actions that may be necessary or appropriate to give full force and effect to the terms of this Agreement.

12. **Execution in Counterpart**

This Agreement may be executed in one or more counterparts, provided, however, that all properly executed counterparts shall, together, constitute a single valid, binding and enforceable agreement and counterparts exchanged via telecopier, email or other electronic/digital method shall be fully enforceable in the same manner as a counterpart containing an original ink signature.

This Agreement is executed by duly authorized representatives of Winchester and OCHA effective as of the date first set forth above, and the individual executing this Agreement represent that execution of this Agreement has been ratified and approved by the party they purport to bind by their signature and that they have full power, right and authority to execute this Agreement for the party they purport to bind by their signature.

WINCHESTER ROOFING CORP

By: June B Michael
Name:
Title: June B Michael, President

OCEAN CITY HOUSING AUTHORITY

By: Jacqueline S Jones
Name: JACQUELINE S. JONES
Title: EXECUTIVE DIRECTOR

EXHIBIT A

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 6th day of October in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

Winchester Roofing Corp.
8 Democrat Way
Gibbsboro, NJ 08026

for the following Project:
(Name, location and detailed description)

Bayview Manor
West Avenue & East 5th Street
Ocean City, NJ

The Architect:
(Name, legal status, address and other information)

Haley Donovan
400 S Broadway, Suite 101
Camden, NJ 08103

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[X] Not later than Ninety (90) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Thirty Four Thousand One Hundred Fifty Three Dollars and Zero Cents ($ 234,153.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Contractor shall pay to the Owner the sum of $300 per day for each day after the date stated in section 3.3.1 when the work was to have been completed.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General conditions, insurance

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Upon completion, all retainage will be released

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

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

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

June B. Michael
Winchester Roofing Corp..
8 Democrat Way
Gibbsboro, NJ 08026
june@winchesternj.com
856-256-8585

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraphs Deleted)

.5 Drawings

Number	Title	Date
5	Bid Submission	08/20/2020

.6 Specifications

Section	Title	Date	Pages
	Project Manual	08/20/2020	200

.7 Addenda, if any:

Number	Date	Pages
1	09/01/2020	27
Contractor's Contract	10/06/2020	22

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Prevailing Wage Rate Determination

This Agreement entered into as of the day and year first written above.

Jacqueline Jones	
OWNER *(Signature)*	CONTRACTOR *(Signature)*
Jacqueline Jones Executive Director	June B. Michael ~~Executive Director~~ President
(Printed name and title)	*(Printed name and title)*

EXHIBIT B

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
19-037 Bayview Manor Roof Replacement 635 West Ave & Sixth St. Ocean City, NJ 08226	Contract For: General Construction Date: 10/06/2020	Change Order Number: 005 Date: 03/03/2022
OWNER: *(Name and address)* Ocean City Housing Authority 204 4th Street Ocean City, NJ 08226	**ARCHITECT:** *(Name and address)* Donovan Architects, LLC 9 Tanner Street, Suite 201, Haddonfield, NJ 08033	**CONTRACTOR:** *(Name and address)* Winchester Roofing Corp. 8 Democrat Way Gibbsboro, NJ 08026

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
03/03/2022 - Clean up the roof, truck charge to transport trash, transport dumpster. Roof repairs and lightning rod work.

The original Contract Sum was	$	234,153.00
The net change by previously authorized Change Orders	$	-10,656.00
The Contract Sum prior to this Change Order was	$	223,497.00
The Contract Sum will be increased by this Change Order in the amount of	$	1,947.55
The new Contract Sum including this Change Order will be	$	225,444.55

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 05/18/2021 ***

NOTE: ~~This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.~~

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Donovan Architects, LLC **ARCHITECT** *(Firm name)*	Winchester Roofing Corp. **CONTRACTOR** *(Firm name)* June B. Michael	Ocean City Housing Authority **OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE** Jacqueline Jones
Michael R. Donovan, Principal **PRINTED NAME AND TITLE**	June B. Michael President **PRINTED NAME AND TITLE**	Jacqueline S. Jones, Exec Dir **PRINTED NAME AND TITLE**
03/03/2022 **DATE**	5/16/22 **DATE**	5/17/22 **DATE**

*** The Project schedule is in dispute and Owner and Contractor agree there shall be no assessment of liquidated or other damages for delay against the Contractor, all such claims therefor being hereby waived by Owner.

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
19-037 Bayview Manor Roof Replacement 635 West Ave & Sixth St. Ocean City, NJ 08226	Contract For: General Construction Date: 10/06/2020	Change Order Number: 004 Date: 03/03/2022
OWNER: *(Name and address)* Ocean City Housing Authority 204 4th Street Ocean City, NJ 08226	**ARCHITECT:** *(Name and address)* Donovan Architects, LLC 9 Tanner Street, Suite 201, Haddonfield, NJ 08033	**CONTRACTOR:** *(Name and address)* Winchester Roofing Corp. 8 Democrat Way Gibbsboro, NJ 08026

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
03/03/2022 - Lightning protection work to repair damaged system.

The original Contract Sum was	$	234,153.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	234,153.00
The Contract Sum will be decreased by this Change Order in the amount of	$	10,656.00
The new Contract Sum including this Change Order will be	$	223,497.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be 05/18/2021***

NOTE: ~~This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.~~

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Donovan Architects, LLC ARCHITECT *(Firm name)*	Winchester Roofing Corp. CONTRACTOR *(Firm name)*	Ocean City Housing Authority OWNER *(Firm name)*
SIGNATURE	June B Michael SIGNATURE	Jacqueline Jones SIGNATURE
Michael R. Donovan, Principal PRINTED NAME AND TITLE	June B. Michael President PRINTED NAME AND TITLE	JACQUELINE J. JONES, EXEC DIR PRINTED NAME AND TITLE
03/03/2022 DATE	5/16/22 DATE	5/17/22 DATE

*** The Project schedule is in dispute and Owner and Contractor agree there shall be no assessment of liquidated or other damages for delay against the Contractor, all such claims therefor being hereby waived by Owner.

EXHIBIT C

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma (Instructions on reverse side)

CONTRACTOR: Winchester Roofing Corp.
8 Democrat Way,
Gibbsboro, NJ 08012

SUBCONTRACTOR:

CONTRACT FOR: Roofing

PROJECT:
Bayview Manor
West Av & E 5th St
Ocean City NJ

APPLICATION NUMBER: 5 revised
PERIOD TO: 03/04/22
PROJECT NOS.:

CONTRACT DATE: 10/06/20

VIA CONSTRUCTION MANAGER:
VIA ARCHITECT:

Distribution to:
- OWNER
- CONSTRUCTION MANAGER
- ARCHITECT
- CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM** — $234,153.00
2. **Net Change By Change Orders**..... — ($8,708.45)
3. **CONTRACT SUM TO DATE** (Line 1 +2)..... — $ 225,444.55
4. **TOTAL COMPLETED & STORED TO DATE**..... — $225,444.55
   (Column G on G703)
5. **RETAINAGE:**
   a. 0% % of Completed Work — $0.00
   (Columns D & E on G703)
   b. 0% % of Stored Material — $0.00
   (Column F on G703)
   Total Retainage (Line 5a + 5b or Total in Column-I of G703) — $0.00
6. **TOTAL EARNED LESS RETAINAGE**..... — $225,444.55
   (Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**
   (Line 6 from prior Certificate) — $188,450.30
8. **CURRENT PAYMENT DUE** — $36,994.25
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 less Line 6) — $ -

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	-	-
Total Approved this Month	$1,947.55	$10,656.00
TOTALS	$1,947.55	
NET CHANGES by Change Order		$8,708.45

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Winchester Roofing Corp

BY: June B Michael President

State of: NewJersey
Subscribed and sworn before me this day of 20
Notary Public: of NJ
My Commission Expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $ 36,994.25

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.).

CONSTRUCTION MGR:
By: Date:

ARCHITECT:
By: Date:

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5.00
APPLICATION DATE: 03/07/22
PERIOD TO: 03/07/22
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
	Bayview Manor								
1	Bonds/insurance	$12,000.00	$12,000.00	$0.00		$12,000.00	100%	$0.00	
2	Mobilization	$14,000.00	$14,000.00	$0.00		$14,000.00	100%	$0.00	
3	Dumpsters	$10,000.00	$9,500.00	$500.00		$10,000.00	100%	$0.00	
4	Roofing Material	$61,000.00	$61,000.00	$0.00		$61,000.00	100%	$0.00	
5	roofing labor	$63,000.00	$63,000.00	$0.00		$63,000.00	100%	$0.00	
6	coping material	$27,000.00	$27,000.00	$0.00		$27,000.00	100%	$0.00	
7	coping labor	$8,000.00		$8,000.00		$8,000.00	100%	$0.00	
8	punch List	$8,000.00		$8,000.00		$8,000.00	100%	$0.00	
9	close out	$6,000.00		$6,000.00		$6,000.00	100%	$0.00	
10	overhead	$20,900.00	$19,019.00	$1,881.00		$20,900.00	100%	$0.00	
11	profit	$11,495.00	$10,460.45	$1,034.55		$11,495.00	100%	$0.00	
12	discount	($7,242.00)	($6,590.22)	($651.78)		($7,242.00)	100%	$0.00	
	Change order #4	($10,656.00)		($10,656.00)		($10,656.00)	100%	$0.00	
	Change order #5	$1,947.55		$1,947.55		$1,947.55	100%	$0.00	
TOTALS		$225,444.55	$209,389.23	$16,055.32	$0.00	$225,444.55		$0.00	$0.00