

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



635 West Avenue
Ocean City, New Jersey 08226

Phone: 609-399-1062
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Jacqueline S. Jones, Executive Director

May 14, 2025

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 20, 2025 at 4:00 pm at Administrative Offices – 635 West Avenue, 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 20, 2025
4:00 p.m.

1. Call to Order
 2. Pledge of Allegiance
 3. Reading of the "Sunshine Law Statement"
 4. Roll Call
 5. Approval of Minutes:
 - a. Regular Meeting on April 15, 2025
 6. Fee Accountant's Report
 7. Executive Director's Report
 8. Committee Reports
 9. Old Business:
 10. New Business:
 11. Resolutions: **(cash report included)**
 - # 2025-25 Approval of Monthly Expenses **(updated)**
 - # 2025-26 Elevator Maintenance Contract for Bayview Manor
 12. Comments from the press and/or public – Limited to 2 minutes for each speaker
 13. Comments from Board Members
- The Board may act upon or discuss any other matters or resolutions deemed necessary to carry out Authority operations or required by law.*
14. Adjournment

Housing Authority of the City of Ocean City
Regular Board of Commissioner Meeting Minutes
April 15, 2025 – 4:07 p.m.

The regular meeting of the Housing Authority of the City of Ocean City was held April 15, 2025, at 4:07 p.m. at the Administrative Offices – 635 West Avenue, Ocean City, New Jersey 08226.

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

Chairperson 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	(arrived 4:14 p.m.)
Commissioner Brian Broadley	(Absent)
Chairperson Robert Barr	

Also, present were Ron Miller – Director of Affordable Housing, Michael Watson, Esquire – Solicitor, Linda Cavallo – Accountant and Gloria Pomales, Executive Assistant.

Approval of Minutes

Chairperson Barr requested a motion to approve the Regular Meeting minutes from February 18, 2025. Motion made by Commissioner Halliday and seconded by Commissioner Mumman. The following vote was taken:

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

Chairperson Barr requested a motion to approve the Regular Meeting minutes from March 18, 2025. Motion 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	(Absent)
Chairperson Robert Barr	(Yes)

Treasurer's Report

Linda Cavallo presented the Financial Report for the six months ending March 2025.

Motion to approve the Treasurer'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	(Absent)
Chairperson Robert Barr	(Yes)

Executive Director's Report

The Executive Director's report was given by Ron Miller. Ron reported the Pecks Beach Development was approved by NJHMFA at their March meeting for the mortgage loan commitment. The next step is move into the tax credit process. There is a resolution on the agenda tonight regarding fees associated with Pecks Beach Development which will be discussed in the resolution section of the meeting as well as a resolution to approve the relocation plan for this development.

This past month ran smoothly. There was a community outreach event at Bayview and Speitel. Horizon Blue Cross/Blue Shield held a fall prevention event primarily for the seniors. In April, a holiday/Easter event will be held at Pecks Beach. The Board will be updated on the April event next month.

Ron stated there is a new requirement with HUD. They are required to present the replacement reserves on the RAD projects annually. The Board has been provided with documentation regarding the activity on the replacement reserve account. Ron briefly reviewed and briefly explained the reserve for replacement account activity document pertaining to Bayview and Speitel. Once Pecks Beach becomes a RAD property there will also be a replacement reserve account for Pecks Beach separately.

Commissioner Jackson arrived at 4:14 p.m.

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

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

Committee Reports – None.

Old Business – None.

New Business – None.

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

Resolution #2025-20
Resolution to Approve Monthly Expenses

Chairperson Barr called for a motion to approve the monthly expenses in the amount of \$228,992.06. A motion was made by Commissioner McCall; seconded by Commissioner Jackson. Ron Miller provided a brief explanation of the bill list. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Yes)
Commissioner Robert Henry	(Yes)
Commissioner Patricia Jackson	(Yes with exception of Acenda invoices)
Commissioner Brian Broadley	(Absent)
Chairperson Robert Barr	(Yes)

Resolution #2025-21
Approving the Relocation Plan for Pecks Beach Family

Chairperson Barr called for a motion to approve Resolution #2025-21. A motion was made by Commissioner McCall; seconded by Commissioner Jackson. Ron Miller provided explanation of the relocation plan and stated the oversight on the relocation will be managed by the Brooke Group, consultants to the Housing Authority. Ron explained the voucher process that can be offered to the tenant if they are available. He also explained how the pricing with the moving company is based on a flat rate depending on bedroom size of unit. A resolution will be presented to the Board once the Authority is ready to procure a moving company. 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) – not present at the time of roll call
Commissioner Brian Broadley	(Absent)
Chairperson Robert Barr	(Yes)

Resolution #2025-22
**Authorization for Loan Commitment Fees and Tax Credit Application Fees
for the Pecks Beach Family Redevelopment**

Chairperson Barr called for a motion to approve Resolution #2025-22. A motion was made by Commissioner McCall; seconded by Commissioner Mumman. Ron Miller provided explanation of the fees. Mortgage approval is required first and the next step is obtaining the Tax Credits which is already in the works. Ron will get back to the Board regarding any fees for extensions, but the Authority does not anticipate any delays. The following vote was taken:

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

Resolution #2025-23
Adopting Affordable Rent Structure for Four (4) Units at Bayview Manor

Chairperson Barr called for a motion to approve Resolution #2025-23. A motion was made by Commissioner McCall; seconded by Commissioner Halliday. Ron Miller provided detailed explanation of this resolution. The following vote was taken:

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

Resolution #2025-24
Authorizing Payment of Draw 19 – Pecks Beach Family Redevelopment

Chairperson Barr called for a motion to approve Resolution #2025-24. A motion was made by Commissioner McCall; seconded by Commissioner Mumman. Ron Miller provided explanation of Draw #19 payment. The following vote was taken:

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

Chairperson Barr requested public comments. No comments. Chairperson Barr requested comments from Board Commissioners and/or Administration. No comments.

With no further business to discuss, Chairperson Barr entertained a motion for adjournment of the Regular Meeting. A motion was made by Commissioner McCall; seconded by Commissioner Jackson. The vote was carried unanimously by the Board Members present. The Regular Meeting of the Board of Commissioners was adjourned at 4:35 p.m.

Respectfully submitted,



Jacqueline S. Jones
Secretary/Treasurer

Digitally signed by
Ron Miller
Date: 2025.05.13
14:52:29 -04'00'

Ronald Miller
Director of Affordable Housing

Ocean City Housing Authority - Commissioner's Report - TOTAL

Month Ending: Apr 2025



	TOTAL			
	ANNUAL BUDGET	BUDGET THRU April	ACTUAL THRU April	VARIANCE THRU April
<u>INCOME</u>				
DWELLING RENTAL	\$ 753,570	\$ 439,586	\$ <u>429,226</u>	\$ (10,360)
OTHER TENANT-EXCESS UTILITIES	-	-	<u>(396)</u>	(396)
TOTAL TENANT REVENUE	\$ 753,570	\$ 439,586	\$ 428,830	\$ (10,756)
HUD OPERATING SUBSIDY	\$ 160,000	\$ 93,331	\$ <u>74,679</u>	\$ (18,652)
PBV HAP SUBSIDY	432,640	252,371	<u>231,963</u>	(20,408)
HUD CAPITAL FUNDS-OPERATIONS	150,350	87,703	<u>218,928</u>	131,225
CDBG INCOME	44,200	25,788	<u>8,638</u>	(17,150)
TOTAL HUD FUNDING	\$ 787,190	\$ 459,193	\$ 534,208	\$ 75,015
INVESTMENT INCOME-UNRESTRICTED	\$ 550	\$ 322	\$ <u>250</u>	\$ (72)
NONDWELLING RENTAL INCOME	52,000	30,331	-	(30,331)
OTHER INCOME-LAUNDRY	4,300	2,513	<u>1,219</u>	(1,295)
OTHER INCOME-FRAUD RECOVERY	800	469	<u>771</u>	302
OTHER INCOME-MISCELLANEOUS	13,160	7,679	<u>57,927</u>	50,248
TOTAL INCOME	\$ 1,611,570	\$ 940,093	\$ 1,023,205	\$ 83,112
<u>EXPENSES</u>				
AUDIT FEES	\$ 17,250	\$ 10,059	\$ <u>10,059</u>	\$ -
ADVERTISING	1,900	1,113	<u>685</u>	(428)
OFFICE EXPENSES				
COMPUTER SERVICES	\$ 1,660	\$ 973	\$ <u>625</u>	\$ (348)
CONSULTANTS-RAD CONVERSION	6,320	3,689	-	(3,689)
COPIER	1,220	714	<u>219</u>	(495)
DUES & PUBLICATIONS	730	427	<u>436</u>	9
OFFICE SUPPLIES	840	490	<u>470</u>	(20)
PHONE & INTERNET	14,980	8,736	<u>10,826</u>	2,090
POSTAGE	4,200	2,450	<u>2,245</u>	(205)
LEGAL	26,600	15,519	<u>10,257</u>	(5,262)
CRIMINAL BACKGROUND CHECKS	1,050	616	<u>477</u>	(139)
LEGAL-RAD	-	-	<u>41</u>	41
TRAVEL	4,000	2,331	-	(2,331)
TRAINING	440	259	<u>238</u>	(21)
ACCOUNTING	34,500	20,132	<u>20,125</u>	(7)
MANAGEMENT FEES	316,960	184,898	<u>176,436</u>	(8,462)
MISCELLANEOUS-SUNDRY	14,760	8,624	<u>16,309</u>	7,685
BILL PAY ACH/CHECK WRITING FEE	-	-	<u>79</u>	79
TOTAL ADMINISTRATIVE EXPENSES	\$ 447,410	\$ 261,030	\$ 249,527	\$ (11,503)

Ocean City Housing Authority - Commissioner's Report - TOTAL

Month Ending: Apr 2025



	TOTAL			
	ANNUAL BUDGET	BUDGET THRU April	ACTUAL THRU April	VARIANCE THRU April
OTHER TENANT SERVICES	\$ 11,700	\$ 6,825	\$ <u>6,452</u>	\$ (373)
TENANT SVCS – BEHAVIORAL HEALTH	44,200	25,788	<u>8,638</u>	(17,150)
TOTAL OTHER TENANT SERVICES	\$ 55,900	\$ 32,613	\$ 15,091	\$ (17,522)
WATER/SEWER	\$ 130,840	\$ 76,321	\$ <u>88,043</u>	\$ 11,722
ELECTRIC	145,590	84,931	<u>89,670</u>	4,739
GAS	39,040	22,778	<u>39,175</u>	16,397
GARBAGE/TRASH REMOVAL	-	-	<u>117</u>	117
TOTAL UTILITY EXPENSES	\$ 315,470	\$ 184,030	\$ 217,005	\$ 32,975
MAINTENANCE LABOR	\$ 112,390	\$ 65,569	\$ <u>51,257</u>	\$ (14,312)
MAINT. MATERIALS	111,490	65,072	<u>25,485</u>	(39,587)
MAINT. CONTRACT COSTS	179,040	104,454	<u>93,664</u>	(10,790)
EMPLOYEE BENEFITS	90,360	52,717	<u>45,762</u>	(6,955)
TOTAL MAINTENANCE	\$ 493,280	\$ 287,812	\$ 216,168	\$ (71,644)
INSURANCE	\$ 142,910	\$ 83,377	\$ <u>81,202</u>	\$ (2,175)
FLOOD INSURANCE	24,760	14,441	<u>23,056</u>	8,615
BAD DEBTS	7,690	4,487	<u>4,487</u>	-
COMPENSATED ABSENCES	3,600	2,100	<u>2,100</u>	-
PAYMENT IN LIEU OF TAXES	43,810	25,564	<u>25,564</u>	-
PENSION	6,010	3,507	<u>5,892</u>	2,385
RETIREE BENEFITS	12,650	7,378	<u>5,204</u>	(2,174)
TOTAL OTHER EXPENSES	\$ 241,430	\$ 140,854	\$ 147,504	\$ 6,650
TOTAL EXPENDITURES	\$ 1,553,490	\$ 906,339	\$ 845,296	\$ (61,043)
Replacement Reserve	\$ 45,890	\$ 26,768	\$ <u>26,789</u>	\$ 21
PROFIT	\$ 12,190	\$ 6,986	\$ 151,120	\$ 144,134

Commissioner’s Report - Property Detail

Month Ending: Apr 2025



	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
<u>INCOME</u>												
DWELLING RENTAL	\$ 267,850	\$ 156,247	\$ <u>129,011</u>	\$ (27,236)	\$ 180,030	\$ 105,021	\$ <u>101,787</u>	\$ (3,235)	\$ 305,690	\$ 178,318	\$ <u>198,428</u>	\$ 20,110
OTHER TENANT-EXCESS UTILITIES	-	-	-	-	-	-	<u>(396)</u>	(396)	-	-	-	-
TOTAL TENANT REVENUE	\$ 267,850	\$ 156,247	\$ 129,011	\$ (27,236)	\$ 180,030	\$ 105,021	\$ 101,391	\$ (3,630)	\$ 305,690	\$ 178,318	\$ 198,428	\$ 20,110
HUD OPERATING SUBSIDY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,000	\$ 93,331	\$ <u>74,679</u>	\$ (18,652)
PBV HAP SUBSIDY	214,210	124,957	<u>104,460</u>	(20,497)	218,430	127,414	<u>127,503</u>	89	-	-	-	-
HUD CAPITAL FUNDS-OPERATIONS	-	-	-	-	-	-	-	-	150,350	87,703	<u>218,928</u>	131,225
CDBG INCOME	15,500	9,044	<u>2,419</u>	(6,625)	15,500	9,044	<u>1,555</u>	(7,489)	13,200	7,700	<u>4,665</u>	(3,035)
TOTAL HUD FUNDING	\$ 229,710	\$ 134,001	\$ 106,879	\$ (27,122)	\$ 233,930	\$ 136,458	\$ 129,058	\$ (7,400)	\$ 323,550	\$ 188,734	\$ 298,272	\$ 109,538
INVESTMENT INCOME-UNRESTRICTED	\$ 300	\$ 175	\$ <u>76</u>	\$ (99)	\$ -	\$ -	\$ -	\$ -	\$ 250	\$ 147	\$ <u>174</u>	\$ 27
NONDWELLING RENTAL INCOME	52,000	30,331	-	(30,331)	-	-	-	-	-	-	-	-
OTHER INCOME-LAUNDRY	2,300	1,344	<u>394</u>	(950)	-	-	<u>780</u>	780	2,000	1,169	<u>45</u>	(1,125)
OTHER INCOME-FRAUD RECOVERY	-	-	-	-	-	-	-	-	800	469	<u>771</u>	302
OTHER INCOME-MISCELLANEOUS	3,950	2,303	<u>13,298</u>	10,995	1,610	945	<u>1,010</u>	65	7,600	4,431	<u>43,619</u>	39,188
TOTAL INCOME	\$ 556,110	\$ 324,401	\$ 249,659	\$ (74,742)	\$ 415,570	\$ 242,424	\$ 232,239	\$ (10,185)	\$ 639,890	\$ 373,268	\$ 541,308	\$ 168,040
<u>EXPENSES</u>												
AUDIT FEES	\$ 7,000	\$ 4,081	\$ <u>4,081</u>	\$ -	\$ 4,200	\$ 2,450	\$ <u>2,450</u>	\$ -	\$ 6,050	\$ 3,528	\$ <u>3,528</u>	\$ -
ADVERTISING	500	294	<u>192</u>	(102)	500	294	<u>123</u>	(171)	900	525	<u>370</u>	(155)
OFFICE EXPENSES												
COMPUTER SERVICES	\$ 500	\$ 294	\$ <u>175</u>	\$ (119)	\$ 500	\$ 294	\$ <u>113</u>	\$ (181)	\$ 660	\$ 385	\$ <u>337</u>	\$ (48)
CONSULTANTS-RAD CONVERSION	500	294	-	(294)	3,040	1,771	-	(1,771)	2,780	1,624	-	(1,624)
COPIER	740	434	<u>61</u>	(373)	480	280	<u>39</u>	(241)	-	-	<u>118</u>	118

Commissioner’s Report - Property Detail

Month Ending: Apr 2025



	BAYVIEW				SPEITEL				PECK'S FAMILY			
	ANNUAL	BUDGET	ACTUAL	VARIANCE	ANNUAL	BUDGET	ACTUAL	VARIANCE	ANNUAL	BUDGET	ACTUAL	VARIANCE
	BUDGET	THRU April	THRU April	THRU April	BUDGET	THRU April	THRU April	THRU April	BUDGET	THRU April	THRU April	THRU April
DUES & PUBLICATIONS	170	98	122	24	200	119	78	(41)	360	210	235	25
OFFICE SUPPLIES	320	189	132	(57)	110	63	84	21	410	238	254	16
PHONE & INTERNET	3,660	2,135	3,011	876	7,420	4,326	4,714	388	3,900	2,275	3,102	827
POSTAGE	1,200	700	645	(55)	1,200	700	400	(300)	1,800	1,050	1,200	150
LEGAL	8,950	5,222	3,266	(1,956)	7,200	4,200	2,340	(1,860)	10,450	6,097	4,651	(1,446)
CRIMINAL BACKGROUND CHECKS	250	147	369	222	350	203	33	(170)	450	266	75	(191)
LEGAL-RAD	-	-	-	-	-	-	41	41	-	-	-	-
TRAVEL	2,000	1,169	-	(1,169)	1,000	581	-	(581)	1,000	581	-	(581)
TRAINING	140	84	-	(84)	200	119	-	(119)	100	56	238	182
ACCOUNTING	8,600	5,019	5,635	616	9,500	5,544	3,623	(1,922)	16,400	9,569	10,868	1,299
MANAGEMENT FEES	87,520	51,051	41,219	(9,832)	71,370	41,636	26,498	(15,138)	158,070	92,211	108,719	16,508
MISCELLANEOUS- SUNDRY	3,960	2,324	8,408	6,084	3,980	2,317	1,829	(488)	6,820	3,983	6,072	2,089
BILL PAY ACH/CHECK WRITING FEE	-	-	22	22	-	-	14	14	-	-	43	43
TOTAL ADMINISTRATIVE EXPENSES	\$ 126,010	\$ 73,535	\$ 67,338	\$ (6,197)	\$ 111,250	\$ 64,897	\$ 42,380	\$ (22,517)	\$ 210,150	\$ 122,598	\$ 139,809	\$ 17,211
OTHER TENANT SERVICES	\$ 8,350	\$ 4,872	\$ 3,063	\$ (1,809)	\$ 3,350	\$ 1,953	\$ 912	\$ (1,041)	\$ -	\$ -	\$ 2,477	\$ 2,477
TENANT SVCS – BEHAVIORAL HEALTH	15,500	9,044	2,419	(6,625)	15,500	9,044	1,555	(7,489)	13,200	7,700	4,665	(3,035)
TOTAL OTHER TENANT SERVICES	\$ 23,850	\$ 13,916	\$ 5,482	\$ (8,434)	\$ 18,850	\$ 10,997	\$ 2,467	\$ (8,530)	\$ 13,200	\$ 7,700	\$ 7,142	\$ (558)
WATER/SEWER	\$ 30,420	\$ 17,745	\$ 21,932	\$ 4,187	\$ 23,040	\$ 13,440	\$ 10,291	\$ (3,149)	\$ 77,380	\$ 45,136	\$ 55,820	\$ 10,684
ELECTRIC	106,400	62,069	71,253	9,184	20,710	12,082	9,090	(2,992)	18,480	10,780	9,326	(1,454)
GAS	-	-	-	-	4,590	2,681	2,948	267	34,450	20,097	36,227	16,130
GARBAGE/TRASH REMOVAL	-	-	117	117	-	-	-	-	-	-	-	-
TOTAL UTILITY EXPENSES	\$ 136,820	\$ 79,814	\$ 93,302	\$ 13,488	\$ 48,340	\$ 28,203	\$ 22,330	\$ (5,873)	\$ 130,310	\$ 76,013	\$ 101,373	\$ 25,360
MAINTENANCE LABOR	\$ 31,470	\$ 18,361	\$ 14,702	\$ (3,659)	\$ 20,230	\$ 11,802	\$ 8,084	\$ (3,718)	\$ 60,690	\$ 35,406	\$ 28,471	\$ (6,935)

Commissioner’s Report - Property Detail

Month Ending: Apr 2025



	BAYVIEW				SPEITEL				PECK'S FAMILY			
	ANNUAL	BUDGET	ACTUAL	VARIANCE	ANNUAL	BUDGET	ACTUAL	VARIANCE	ANNUAL	BUDGET	ACTUAL	VARIANCE
	BUDGET	THRU	THRU	THRU	BUDGET	THRU	THRU	THRU	BUDGET	THRU	THRU	THRU
		April	April	April		April	April	April		April	April	April
MAINT. MATERIALS	27,620	16,121	9,149	(6,972)	69,360	40,474	3,334	(37,140)	14,510	8,477	13,003	4,526
MAINT. CONTRACT	85,920	50,134	42,857	(7,277)	55,250	32,228	20,347	(11,881)	37,870	22,092	30,460	8,368
COSTS												
EMPLOYEE BENEFITS	25,470	14,861	13,301	(1,560)	16,370	9,555	8,484	(1,071)	48,520	28,301	23,977	(4,324)
TOTAL MAINTENANCE	\$ 170,480	\$ 99,477	\$ 80,009	\$ (19,468)	\$ 161,210	\$ 94,059	\$ 40,249	\$ (53,810)	\$ 161,590	\$ 94,276	\$ 95,910	\$ 1,634
INSURANCE	\$ 40,010	\$ 23,345	\$ 22,737	\$ (608)	\$ 25,730	\$ 15,015	\$ 14,616	\$ (399)	\$ 77,170	\$ 45,017	\$ 43,849	\$ (1,168)
FLOOD INSURANCE	5,520	3,220	3,017	(203)	5,860	3,416	2,991	(425)	13,380	7,805	17,048	9,243
BAD DEBTS	2,730	1,596	1,596	-	1,840	1,071	1,071	-	3,120	1,820	1,820	-
COMPENSATED	1,200	700	700	-	1,200	700	700	-	1,200	700	700	-
ABSENCES												
PAYMENT IN LIEU OF	13,100	7,644	7,644	-	13,170	7,686	7,686	-	17,540	10,234	10,234	-
TAXES												
PENSION	1,590	931	1,536	605	1,010	588	1,002	414	3,410	1,988	3,354	1,366
RETIREE BENEFITS	3,540	2,065	1,457	(608)	2,280	1,330	937	(393)	6,830	3,983	2,810	(1,173)
TOTAL OTHER	\$ 67,690	\$ 39,501	\$ 38,687	\$ (814)	\$ 51,090	\$ 29,806	\$ 29,003	\$ (803)	\$ 122,650	\$ 71,547	\$ 79,815	\$ 8,268
EXPENSES												
TOTAL EXPENDITURES	\$ 524,850	\$ 306,243	\$ 284,818	\$ (21,425)	\$ 390,740	\$ 227,962	\$ 136,428	\$ (91,534)	\$ 637,900	\$ 372,134	\$ 424,049	\$ 51,915
Replacement Reserve	\$ 27,760	\$ 16,191	\$ 16,212	\$ 21	\$ 18,130	\$ 10,577	\$ 10,577	\$ -	\$ -	\$ -	\$ -	\$ -
PROFIT	\$ 3,500	\$ 1,967	\$ (51,372)	\$ (53,339)	\$ 6,700	\$ 3,885	\$ 85,234	\$ 81,349	\$ 1,990	\$ 1,134	\$ 117,259	\$ 116,125

Ocean City Housing Authority

Administrative Report

DATE: May 13, 2025

TO: Board of Commissioners, Ocean City Housing Authority

FROM: Jacqueline S. Jones, Executive Director

SUBJECT: Monthly Report (Stats for April 2025)

PERIOD: April 9, 2025 to May 13, 2025

Peck's Beach Family Redevelopment Project

May 2025 Update - Contract amendments are being prepared for review to meet NJHMFA lending requirements. Final environmental services for the PHASE II are being completed along with a final project appraisal. The project team has submitted for building permits and is working through the NJ Energy Star program requirements. The loan commitment fee and the tax credit application and fee have been forwarded to the NJHMFA. The OCHA staff and consultants are working with the NJHMFA and HUD staffs to move this project to closing.

April 2025 Update – The Pecks Beach Family redevelopment project was approved at the March 20, 2025, NJHMFA board meeting for the mortgage loan commitment. The next step is to apply for the tax credits. The tax credit application must be accompanied by a \$50,000 check by May 5th. There is a resolution on the Agenda approving the \$50,000 payment. There are many more requirements to be completed to move this to closing. OCHA staff and consultants are working toward this goal daily.

March 2025 Update – The project remains on schedule for the March 2025 NMHMFA board meeting for approval of the tax credit funding.

February 2025 Update – The project remains on schedule for the March 2025 NMHMFA board meeting for approval of the tax credit funding.

January 2025 Update – The project is now scheduled for the March 2025 NJHMFA board meeting for approval of tax credit funding.

December2024 Update – The project is now scheduled for the February 2025 NJHMFA board meeting for approval of tax credit funding.

November 2024 The project is scheduled for the December 2024 NJHMFA board meeting to receive tax credit funding approval.

Peck's Beach Family Redevelopment Project (continued)

October 2024 – The Board awarded the contract for this project to Gary F. Gardner at the September 2024 board meeting. Contract amendments are being prepared for review to meet NJHMFA lending requirements. Final environmental services for the PHASE II are being completed along with a final project appraisal. The project team has submitted building permits and is working through the NJ Energy Star program requirements.

September 2024 – An update on this project will be provided at the Board meeting.

August 2024 – Bidding is in a negotiation phase. An update on this project will be provided at the Board meeting.

July 2024: Bids will be received on July 11, 2024. An update on this project will be provided at the Board meeting;

June 2024: Bids were received May 29, 2024; The project was determined to be over budget, the recommendation to the Board is to re-bid this project;

May 2024: Pecks Beach Village Family – currently advertised for public bid. Bids are due May 29, 2024, at 11:00 AM EST.

April 2024: Counsel to provide an update on the status of the project with respect to the approvals from the Office of the State Comptroller.

March 2024: Counsel to provide an update on the status of the project with respect to the approvals from the Office of the State Comptroller.

February 2024: This project is under review for a change in approach.

January 2024 update: The project team continues to communicate with the OSC on this project. A verbal status update will be provided at the meeting.

History of Project

September '22 update – NJHMFA has received the application. A further update will be given at the board meeting;

October update – NJHMFA has received the application. A further update will be given at the board meeting;

November update: NJHMFA board approved the Declaration of Intent (DOI); The DOI has been passed to the Governor for the 14-day veto period; Notice of approval is anticipated for the first week in December; Next step is the submission of the project to the Planning Board by the end of November; We had a meeting with the Pecks Family residents on November 1st; The next meeting is planned for January 2023; Work on the RAD conversion process will continue to work toward “closing.”

December update: The official approval letter (Declaration of Intent) for the financing from the NJHMFA was received in November. Design details are in process. An informal meeting with the Planning Office is to be scheduled prior to the Planning Board presentation, which is anticipated for February 2023;

January 2023 update: The design is being readied for submission to the Planning Office by the end of January.

History of Project (continued)

February update: The design is being readied for submission to the Planning Office. Next steps – finalize construction plans, prepare bid documents; put out for bid; work toward financial closing with HMFA and HUD; the 2nd Resident meeting is scheduled for March;

March Update: A courtesy review by the sub-committee of the Planning Board was held on March 2nd; The second resident meeting was held on March 7th; The consultant, architect and Authority staff were in a The site plans for the project are ready for presentation to the Planning Board for the April 5th meeting;

April update: The presentation to the Planning Board was held on April 5th. The presentation was well received with votes for approval of the plan;

The Authority's consultants, The Brooke Group, applied for funding known as the Affordable Housing Protection Funds through the NJHMFA. At this writing, the NJHMFA has indicated the application for the \$4M grant is complete. We understand the next step is NJHMFA board approval.

May update: The project team continues to meet regularly in anticipation of bid packet completion. Geo-Technical testing services have been ordered. Phase II Environmental Review requirements are pending and are expected to be awarded once final proposals have been received.

June update: The project team met and reviewed the 50% plans in detail. Follow-up meetings continue; the next plan review of 90% drawings is scheduled for early July. Bidding is anticipated in August. Phase II & Geo-Technical field work has been completed; reports are still pending.

July update: The project team continues to meet regularly in anticipation of putting together a public bid package, the project team is currently reviewing 90% plans. Geo-Technical testing services – a preliminary report of the findings has been issued. Phase II Environmental Review remains pending, field work has been started, but reports have not yet been issued.

August 2023 update: The project team has completed design work and put this project out to public bid. A pre-bid meeting has been scheduled; bids are being received in early September.

September update: Bids were received on September 12, 2023 & were rejected due to over budget; are being evaluated by the Project Team.

October 2023 update: Bids were rejected for being over budget; Bidding is expected to begin in November 2023;

November update: The bid package is under review with the OCHA team and is gathering responses to the Comptroller's office;

December 2023 update: This project remains under review at the Office of the State Comptroller. The project team has been in communication with the OSC and is working diligently to resolve the remaining issues.

Bayview Manor

Bayview Manor Landscaping Project	Project Specifications are being developed for hopeful Fall plantings;	<p>August Update: A meeting with the landscape architect is being scheduled;</p> <p>September Update: A specification for the landscaping at Bayview Manor is in process to obtain quotes for the work;</p> <p>October Update: Specifications for this project are in review; This work will be completed in the spring;</p> <p>November update: Some shrubs have been removed; The land has been graded and grass seed has been planted; New plantings are planned for April 2023;</p> <p>December update: New plantings are planned for April 2023;</p> <p>January update: New plantings are planned for April 2023;</p> <p>February update: New plantings are planned for April 2023;</p> <p>March update: This project has been placed on hold pending the outcome of the funds needed to complete the Bayview Manor renovations;</p> <p><i>No Status Change on this Project;</i></p>
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Community Outreach

May 2025 - In the month of April there were events at both Bayview Manor and Pecks Family. On April 10th, Acme Grocery Store held a vaccine clinic on the 5th floor community room at Bayview Manor. Every tenant that received a vaccine received a coupon towards groceries; there was a good turn out with many tenants getting booster vaccines.

On April 24th, the property manager hosted an Easter Egg Hunt with the children at Pecks Family. There was an amazing turn out and the children had a blast and are excited for next year's event.

April 2025 – In April, a fall prevention education event presented by Horizon Blue Cross Blue Shield at the Bayview Manor Community room, the event was hosted on March 10th. Great outcome they are planning another presentation this summer.

March 2025 update: St Peter's United Methodist Church provided a Valentine's Day luncheon for both Bayview Manor and Speitel residents. They had a nice meal of pasta, salad, and light refreshments. The event was well received & the Authority is thankful for the partnership with those in the community willing to help.

On December 3rd members from St. Peters Church hosted a holiday event with the tenants at Bayview Manor and Speitel Commons. A lasagna lunch was served buffet style along with salad, dinner rolls, and light refreshments. Tenants enjoyed their time in the community room with Holiday décor and music.

Additionally, on December 19, 2024, St James's church hosted a Holiday sing along, hot chocolate, and snacks were provided for the residents. Both events were a success, with a lot of great feedback received from tenants.

On Nov 12, 2024, there was an outreach event for Pecks Family with the same guidelines, discussing some lease violations, ex: dogs, housekeeping, parking, smoking. Parking permits were distributed to the tenants who are ready with their information.

On November 19th community members from St James Church came and distributed Thanksgiving goodie bags to the tenants at Bayview Manor and Speitel Commons. We expect additional events in the future from this church.

On October 24, 2024, the property manager and operations manager held a meeting with Bayview Manor and Speitel residents. Light refreshments and snacks were provided. Discussion was had regarding the provisions of our lease, and house rules as a friendly reminder. Maintenance came and demonstrated to the tenants, for Speitel, the proper function of the HVAC remotes because we were getting a few calls about remote errors. Since this meeting we have not gotten any HVAC calls for Speitel regarding those issues. The tenants that came to the meeting filled out the form for the vehicle registration and parking permits were issued.



Board of Commissioners –Rutgers Training Program Status

Commissioner	Training Program Status
Robert Barr, Chairperson	Completed
Robert Scott Halliday, Vice Chairperson	Completed
Brian Broadley	Completed
Robert Henry	Completed
Beverly McCall	Completed
Patricia Miles-Jackson	Completed
Patrick Mumman	Completed

OCEAN CITY HOUSING AUTHORITY
Program Statistics Report 10/2024 - 10/2025

2025
APR

2025
MAR

2025
FEB

<u>Tenant Accounts Receivable</u>			
Number of “non-payment of rent” cases referred to the solicitor	0	3	0
<u>Unit Inspections</u>			
Total number of units to be inspected in fiscal year	119	119	119
Number of inspections completed this month - all sites (include BB insp.)	4	135	40
Total number of units inspected year-to-date - all sites	417	413	278
<u>Occupancy</u>			
Monthly Unit Turnaround Time (Avg) (Down, Prep & Lease-up Time)	34	84	0
Annual Unit Turnaround Time (For Fiscal Year)	189	155	71
Monthly - Number of Vacancies Filled (this month)	1	2	0
Monthly - Average unit turnaround time in days for Lease up	5	7	0
Monthly - Average unit turnaround time in days to Prep Unit (Maint)	24	25	0
PIC Score	100.00%	100.00%	100.00%
<u>Vacancies - At end of Month</u>			
Bay View Manor	3	2	2
Speitel Commons	0	0	1
Peck's Beach Family	0	0	0
Total	3	2	3
Occupancy Rate	97.52%	98.35%	97.52%
<u>Vacancy Turnovers by VHA Maintenance Staff</u>			
Total Hours (Summarized Quarterly)		17.47	
Average Hours per Vacancy per Month (Br. Sizes 0 thru 4)	8.64	17.47	0.00
Average Hours per Vacancy YTD (Br. Sizes 0 thru 4)	3.69	6.33	2.62
<u>Rent Roll</u>			
Bay View Manor - Elderly/Disabled	\$17,812	\$18,241	\$18,611
Speitel Commons - Elderly/Disabled	\$14,299	\$13,457	\$14,328
Peck's Beach - Family	\$27,749	\$27,910	\$27,734
Total Rent Roll	\$59,860	\$59,608	\$60,673
<u>Waiting List Applicants - (all lists closed)</u>			
Families - Ocean City Preference	13	13	13
Families - No Ocean City Preference	198	198	198
Elderly (Seniors - 62+)/Disabled - Ocean City Preference	5	5	5
Elderly (Seniors - 62+)/Disabled - No Ocean City Preference	166	167	168
0/1 Bedroom	171	172	173
2 Bedroom	56	56	57
3 Bedroom	112	112	111
4 Bedroom	43	43	43
Success Rate	25%	25%	25%
<u>Maintenance Department</u>			
Average work order turnaround time in days - Tenant Generated	0.11	0.10	0.07
Total Tenant Generated Work Orders	37	37	24
Number of routine work orders written this month	126	146	232
Number of outstanding work orders from previous month	188	230	141
Total number of work orders to be addressed this month	351	413	398
Total number of work orders completed this month	141	225	168
Total number of work orders left outstanding	210	188	230
Number of emergency work orders written this month	0	0	1
Total number of work orders written year-to-date	1283	1120	937
AFTER HOUR CALLS: (plumbing, lockouts, toilets stopped-up, etc.)	0	0	0
<u>Real Estate Assessment Center (REAC) Scores</u>			
Year-End 2018 - Audited - Remains static due to RAD Application	68	68	68

Cash Report
As of April 30, 2025

Net Cash Position:

Cash Balance per Reconciled Bank Statement at 04/30/2025 \$655,060.89

Add: A/R-Tenants 04/2025	Current	\$9,653.67
	Past	\$478.34

Reimbursements Due From The City	
Reimbursement for Pecks Family Redevelopment - City of OC	\$0.00

Less: Payments - May 2025 bill list (\$101,971.29)

Accrued Expenses - Total from detail below (\$46,939.17)

<u>Accrued Expenses</u>	<u>Annual Budget</u>	<u>No of Months</u>	<u>Amount Accrued Less Paid</u>
Insurance-Prop/Flood	167,670.00	7	14,797.50
Bad Debt	7,690.00	7	4,485.83
Comp Absences	3,600.00	7	2,100.00
P.I.L.O.T.	43,810.00	7	25,555.83
Net Accrual	222,770.00		46,939.17

Net Cash Balance	\$516,282.44
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	<u>Average Expenses</u>	<u>Cash Available for # of</u>	
Per Month	\$ 120,757	5.42	Months
Per Day	\$ 4,025	128	Days

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

RESOLUTION NO. 2025-25
A Resolution Approving Regular Monthly Expenses

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


WHEREAS, prior to the Board meeting, a member of the Board of Commissioners read and reviewed the itemized list of incurred expenses attached hereto and does recommend payment of the expenses on the Bill List in the amount of \$101,971.29.

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 20, 2025

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 20, 2025 at the Administrative Offices – 635 West Avenue, Ocean City, New Jersey.

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

OCEAN CITY HOUSING AUTHORITY BILL LIST - MAY 2025			
BANK: COCC MGMT			
Check/ACH/Wire #	Vendor	Invoice Notes	Total Amount
2227	FLORENCE DRISCOLL	May 2025 tenant svcs	\$ 200.00
2228	ROBERT L ROWELL	May 2025 maint contract grounds services	\$ 200.00
189789	VERIZON	Office phone svc - 03/16/25-04/15/25	\$ 64.01
522025	ADP	05/02/2025 payroll & taxes	\$ 3,848.14
4182025	ADP	04/18/2025 payroll & taxes	\$ 3,882.00
12220014	NJ DIV OF PENSIONS & BENEFITS	Pension deductions - Apr 2025	\$ 691.62
13330103	NJ STATE HEALTH BENEFITS PROGRAM	Active employees health benefits - May 2025	\$ 7,404.62
13330106	NJ STATE HEALTH BENEFITS PROGRAM	Retired employees health benefits - May 2025	\$ 516.04
18416363	COMCAST	Business internet - office - 04/13-05/12/2025	\$ 265.50
20250418	ADP	04/18/2025 invoice	\$ 88.88
20250502	ADP	05/02/2025 invoice	\$ 88.88
20250516	ADP	05/16/2025 invoice	\$ 88.88
75051325	NJ AMERICAN WATER	Water/sewer service - PBF 03/20/25-04/16/25	\$ 7,738.52
75054655	NJ AMERICAN WATER	Water/sewer service - BVM 03/21/25-04/17/25	\$ 2,793.72
75056709	NJ AMERICAN WATER	Water/sewer service - BVM fire svc 03/21/25-04/17/25	\$ 277.40
75075323	NJ AMERICAN WATER	Water/sewer service - Speitel fire svc 03/21/25-04/17/25	\$ 135.64
75079789	NJ AMERICAN WATER	Water/sewer service - Speitel 03/21/25-04/17/25	\$ 1,291.09
82886865	E-ZPASS NEW JERSEY	E-ZPASS replenishment 04/28/25	\$ 100.00
	ACENDA	Mar 2025 Resident Wellness Svcs	\$ 1,494.74
	ACE PLUMBING	Maint Supplies	\$ 18.60
	AMBIENT COMFORT	Additional warrenty fee - Speitel	\$ 75.00
	ATLANTIC CITY ELECTRIC	Electric svc - BVM 03/28/2025-04/28/2025	\$ 8,039.14
	ATLANTIC CITY ELECTRIC	Electric svc - SP 03/28/2025-04/28/2025	\$ 1,305.16
	ATLANTIC CITY ELECTRIC	Electric svc - 4TH ST OFC 03/29/2025-04/29/2025	\$ 126.00
	ATLANTIC CITY ELECTRIC	Electric svc - PBF site lights - 03/29/2025 - 04/29/2025	\$ 1,188.56
	ATLANTIC COAST ALARM	Alarm repair - Speitel	\$ 89.00
	BROOKE GROUP	Consulting - BVM	\$ 2,092.50
	BROWN & CONNERY	General legal svcs - Mar 2025	\$ 606.37
	CALL EXPERTS	Answering svc - May 2025	\$ 105.68
	ELDER PEST CONTROL	Pest svc - Apr 2025	\$ 1,956.00
	FEDERAL EXPRESS	Deliveries - Apr 2025	\$ 21.97
	FERGUSON ENTERPRISES LLC	HVAC parts - Speitel	\$ 4,840.69
	HD SUPPLY	Maint Supplies	\$ 1,840.25
	JOHN SPITZ	Apr 2025 co-pay reimb;May 2025 Medicare reimb	\$ 225.39
	LENEGAN PLUMBING	BPU report & Mastec Report repair - PBF	\$ 825.00
	LINDA AVENA	Accounting svcs - May 2025	\$ 2,875.00
	MAX COMMUNICATIONS	Office phone system - Apr 2025	\$ 194.02
	NATIONAL TENANT NETWORK	Applicant criminal background checks	\$ 101.00
	ROBINSON & ROBINSON	Eviction filings - PBF & SPEITEL	\$ 1,570.00
	RONALD MILLER	Reimb for SSL renewal - oceancityha.org	\$ 75.00
	SHERWIN WILLIAMS	Paint	\$ 65.00
	SOUTH JERSEY GAS	Gas svc - PBF - 03/28/2025-04/28/2025;	\$ 3,819.41
	SOUTH JERSEY GAS	Gas svc - Speitel - 03/27/2025-04/25/2025	\$ 691.14
	STERICYCLE	Shredding svc - 3/21/25	\$ 157.08
	VERIZON	Elevator phone lines - BVM 04/29/2025-05/28/2025	\$ 210.36
	VERIZON	Elevator phone lines - Speitel 04/11/2025-05/10/2026	\$ 340.71
	VERIZON CONNECT	Vehicle tracking subscription - Apr 2025	\$ 55.35
	VERIZON WIRELESS	Maint cell phone svc - 04/02/2025-05/01/2025	\$ 164.32
	VINELAND HOUSING AUTHORITY	Feb 2025 expense reimb;Apr 2025 office/maint coverage & postage;May 2025 mgmt & software license fee	\$ 32,899.32
	W.W. GRAINGER	Maint Supplies	\$ 336.59
ACH - Transfer	OCEAN CITY HOUSING AUTHORITY	Reserve account deposit BVM/Speitel - May 2025	\$ 3,824.00
ACH - Transfer	PNC BANK FEES	Fees -Mar 2025	\$ 68.00
	TOTAL MAY DISBURSEMENTS COCC (cocctur)		\$ 101,971.29
	TOTAL MAY DISBURSEMENTS BVM/SP OPER ACCT (sturbvm)		\$ -
	TOTAL MAY DISBURSEMENTS CONSTR ACCT (sturcons)		\$ -
	TOTAL MAY DISBURSEMENTS PBFAM GEN (pbfamily redevelopment)		\$ -
	TOTAL BILL LIST - MAY 2025		\$ 101,971.29

BANK: PBFAMILY GENERAL FUND (pbfamily)			
Check/ACH/Wire #	Vendor	Invoice Notes	Total Amount
	TOTAL MAY DISBURSEMENTS (sturgen)		\$ -
BANK: BAYVIEW/SPEITEL CONSTRUCTION (rad_bayview & rad_speitel)			
Check/ACH/Wire #	Vendor	Invoice Notes	Total Amount
	TOTAL MAY DISBURSEMENTS (sturcons)		\$ -
BANK: BAYVIEW/SPEITEL OPERATING (rad_bayview & rad_speitel)			
Check/ACH/Wire #	Vendor	Invoice Notes	Total Amount
	TOTAL MAY DISBURSEMENTS (sturbvm)		\$ -

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

RESOLUTION NO. 2025-26
Resolution Authorizing use of Contract #R200501
Pursuant to N.J.S.A. 52:34-6.2(b)(3)

Elevator Maintenance Contract for Bayview Manor

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 membership 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 \$6,600; 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 20, 2025

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 20, 2025 at the Administrative Offices – 635 West Avenue, Ocean City, New Jersey.

By:



Jacqueline S. Jones, Executive Director
Secretary/Treasurer



Schindler Plus

Date: May 19, 2025

Prepared For:

**Ocean City Housing Authority
635 West Ave
Ocean City, NJ 08226**



Date: May 19, 2025

Estimate Number: RMII-DGHLX2 (2025.1.1)

To:
Ocean City Housing
Authority
635 West Ave
Ocean City, NJ 08226
Attn:

Building Name:
Bayview Manor

From:
840 North Lenola Road
Suite 4
Moorestown, NJ 08057-1055
Phone:
Fax:

EQUIPMENT DESCRIPTION

Qty	Manufacturer	Equipment	Application	Description	Rise/Length Openings	Capacity	Speed	Install#
	Bayview Manor 635 West Ave		Ocean City, NJ 08226					
1	Z_Other Manufac	Hydraulic Passenger		elevator 1	5F/1R	2000	125	230831-0
1	Z_Other Manufac	Hydraulic Passenger		elevator 2	5F/0R	2000	125	230831-0

SCHINDLER ELEVATOR CORPORATION ("Schindler", "we", "us") and **OCEAN CITY HOUSING AUTHORITY** ("you") agree as follows:

PREVENTIVE MAINTENANCE PROGRAM

Schindler shall furnish Preventative Maintenance at a frequency either determined by the applicable Authority Having Jurisdiction (AHJ) for this location at the time of original commencement, or if no such local requirements exist, in accordance with ASME A17.1. Schindler has developed Maintenance Control Programs (MCPs) for each relevant Equipment type, which meet and exceed ASME code requirements. Our MCPs incorporate tasks, task description, relevant ASME A17.1 code references, and planned performance intervals. These tasks will be completed by a trained Schindler technician. All completed tasks are recorded digitally and are accessible to you, for reference purposes, on our Schindler ActionBoard (web portal).

We will examine, lubricate, and adjust, the Covered Components listed below:

HYDRAULIC ELEVATORS

Basic components:

- **Controller Equipment**
 - Resistors, timers, fuses, overload switches, minor contacts, wiring, and coils
- **Car Equipment**
 - Guide shoe inserts or roller assemblies, loadweighing devices, and car safety devices
- **Door Equipment**
 - Door operating devices, door protection devices, hangers, closers, interlocks, contacts, and gibs
- **Hoistway and Pit Equipment**
 - Limit switches and buffer(s)
- **Signals and Accessories**
 - Car operating panels, hall stations, in-car and hall lanterns, and their applicable buttons, keyswitches, and bells; signal lamps shall be replaced during regular visits only unless a service request is initiated, in which case that request shall be billable at our standard billing rates



Schindler

Major components:

- **Controller Equipment**
 - Solid state devices, contactors, and PC boards
- **Hydraulic System Equipment**
 - Exposed piping and connections, pumps, motors, and valves
- **Hoistway and Pit Equipment**
 - Exposed piping and connections, above ground hydraulic cylinders, and packings
- **Additional Items**
 - Traveling cables and other miscellaneous wiring

CLEANING

As conditions or ASME code dictate, Schindler shall clean the machine room, car top, and pit of debris related to our work in these areas.

CALLBACK COVERAGE

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.

Schindler shall provide 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.

REPAIRS

As conditions, usage, or as ASME code dictate, Schindler shall repair or replace the Covered Components. Replacements for the Covered Components are available either at a local Schindler location, at our national Service Distribution Center, or within our network of Schindler approved, third-party suppliers.

TESTING OF SAFETY DEVICES

<u>Equipment</u>	<u>Test</u>	<u>Frequency</u>
Hydraulic	Pressure/Relief Valve	Annually

Our testing responsibilities do not include fees or charges 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.

HOURS OF SERVICE

Unless otherwise noted above, all work shall be completed during our regular working hours of regular working days, excluding elevator trade holidays.



SCHINDLER AHEAD

Schindler Ahead is a digital closed-loop system which, via a dedicated wireless cellular signal, provides remote connectivity between your Equipment and Schindler, allowing us to be notified 24/7 if any connected component or function is operating outside established parameters. Schindler Ahead can help improve your Equipment reliability, provide you with deeper insights, superior convenience, and greater cost control.

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

This Agreement does not include Schindler Ahead.

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

Connect – The Connect package includes 24/7 monitoring of your Equipment, which allows for real-time visibility of Equipment operating status, and select operating parameters, on the Schindler ActionBoard (web portal) and ActionBoard Mobile (phone application) platforms. Performance history, reliability data, and many other customizable reports and features, are available on the ActionBoard platforms.

Enhanced – The Enhanced package includes 24/7 monitoring of your Equipment, which allows for real-time visibility of Equipment operating status, and select operating parameters, on the Schindler ActionBoard (web portal) and ActionBoard Mobile (phone application) platforms. Performance history, reliability data, and many other customizable reports and features, are available on the ActionBoard platforms. Additionally, Enhanced customers receive access to Schindler's Elevated Support Professional (ESP) Team. This team analyzes information gathered by Schindler Ahead, which can help reduce equipment downtime in a shutdown situation by performing advanced troubleshooting and can help improve equipment reliability in non-shutdown situations, by scheduling future maintenance on components necessitating it. When appropriate, the ESP Team will communicate with you to schedule service calls. With these enhanced diagnostics, we can guarantee that you will not be charged for Running on Arrival (ROA) calls. Schindler will fully cover the cost of any callback during regular hours 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 agreement.

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.

The following digital services are also available:

SafeCall – The Schindler Ahead in-car emergency phone service will be added to your digital package. This service includes a cellular connection between your elevator's in-car emergency phone and our Schindler Customer Service Network (SCSN), 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. The availability of this service is contingent upon code approval by the local Authority Having Jurisdiction (AHJ) and having a non-proprietary in-car emergency phone. If selected, please await confirmation of the activation of the service prior to terminating your existing dedicated phone line, to avoid a disruption in service.

_____ Initial here to add SafeCall for \$40 per unit, per month in addition to the subscription price shown in the Price section below

Visual Alarm Module (VAM) Monitoring – In areas where the local Authority Having Jurisdiction (AHJ) has adopted ASME A17.1-2019 code regarding communication systems for the hearing and speech impaired, Schindler shall provide voice, audio, and text-based communications to the elevator cab. This code requirement



is in supplement to the elevator's in-car emergency phone. To enable this service, the necessary hardware to enable communication must be installed, which is subject to an additional one-time charge, if not already present.

_____ Initial Here to add VAM/VCS Monitoring for \$45 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.

EXCLUSIONS

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; below ground or unexposed 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; replacement and disposal of hydraulic 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. 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, or valves on hydraulic equipment, are not operating correctly, resulting in unsafe conditions, you will be responsible to authorize the necessary repairs/replacements of this equipment, at your expense.

During the term of the Agreement, parts or components may become obsolete. An obsolescence designation shall apply to any of the following scenarios:

- Part or component is no longer in stock and available for purchase from the Original Equipment Manufacturer (OEM)
- Part, component, or equipment was originally installed 20 or more years ago
- Motor Generators

The costs associated with the repair (including refabrication), or replacement, of obsolete parts or components are excluded from this Agreement. Schindler will provide a written proposal for the excluded work. Any repaired part or component will continue to be considered obsolete. If replacement is required, Schindler shall present a written proposal to replace the obsolete part(s) or component(s), including the costs of any associated modifications which may be necessary to interface with a part or component of a different design, to ensure proper and safe operation of the equipment. Once replaced, the new part or component will be covered by this Agreement.



TERM

This Agreement commences on June 01, 2025, and continues until May 31, 2027, 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 \$550.00 per month, payable annually in advance (\$6,600.00 per installment), exclusive of applicable taxes, unless another payment option is accepted below:

Payment Option	Revised Monthly Price	Acceptance (Initial)
Annual in Advance	\$550.00	
Semi-Annual in Advance	\$561.00	
Quarterly in Advance	\$572.00	
Monthly in Advance	\$583.00	

This Agreement does not include Schindler Ahead. If you would like to choose a Schindler Ahead tier, please indicate by checking below:

- ☐ Upgrade to the Connect Package - \$20 per unit, per month addition.
- ☐ Upgrade to the Enhance Package - \$30 per unit, per month addition.

The packages above are dependent upon applicable equipment type and hardware installation, which will be installed at the owner's expense. Please contact your Schindler Rep for more information.

The standard method of invoice delivery shall be by email. Please provide the applicable email address in the Bill To section of the Customer Information section in this document. You agree to immediately update us with any changes to the electronic invoicing address. If you require paper invoices, they shall be subject to a paper invoice administration fee.

Method of payment shall be by check, unless another option is selected below:

- ☐ Direct Debit (Attach copy of voided check)
- ☐ Credit Card (Complete "Other" section within included Customer Information Sheet)

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.

SPECIAL TERMS AND PRICING

- The following additional terms and conditions are incorporated:
- Any violations from the state inspector that were received prior to taking on this service agreement, proposals will be provided as they will not be covered under this agreement.
- Upon approval of the service agreement, we will provide within the first (30) days of the effective date of this service agreement the proposals to upgrade the elevators if needed. If the proposals are not approved we will take the appropriate action to terminate the existing agreement.

As per Omnia partners- US Communities Contract- Contract # R200501



Schindler

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: Renee Migliacci

For: Schindler Elevator Corporation

Title: Sales Representative

Date: May 19, 2025

Accepted:

Jacqueline S. Jones
By: Jacqueline S. Jones

For: Ocean City Housing Authority

Title: Executive Director

Date: 5/20/15

Approved:

By: Michal Wachs

Title: General Manager

Date: May 19, 2025



Schindler

CUSTOMER INFORMATION

Owner / Manager Information

Legal Name of Company:		
Address:		
City:	State:	Zip:
Federal Tax ID #:	Tax Exempt? (if Yes, provide Certificate)	

Primary Contact Name:	Title:
Email:	Phone:

Bill To Information

Legal Name of Company:		
Address:		
City:	State:	Zip:
Purchase Order? (if Yes, provide applicable Number)		
Bill To Email #1 (required):		
Bill To Email #2 (optional):		

Accounts Payable Contact Name:	
Email:	Phone:

Other (if applicable)

Credit Card:	<input type="checkbox"/> VISA	<input type="checkbox"/> MC	<input type="checkbox"/> AMEX
Name:			
Number:			
Expiration:		Billing Zip:	
Signature:			



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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 pre-maintenance repairs or upgrades (including any such repairs or upgrades proposed during the first 90 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.

In the event you decline the automatic renewal, this Agreement shall continue on a month-to-month basis following the termination date, unless terminated by either party in accordance with the above provisions. Schindler will not be responsible for the repair or replacement of any Covered Major Components during renewal periods of less than twelve (12) months.

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.

Should we be required to interface with any third-party billing or management systems, we reserve the right to modify the Agreement price to account for additional costs incurred by Schindler.

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.



Schindler

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.

13. You hereby authorize us to produce single copies of the EPROM and/or ROM chips for each elevator subject to this Agreement for the sole purpose of archival back-up of the software embodied therein. The duplicate chip(s) for a given elevator shall be identified by serial number, or other means, and shall be stored on the building premises in a secured area in the elevator equipment room or you may retain possession. We agree that back-up chips are not for the benefit of purchase or sale, or for use in other elevator systems, and shall be used for no other purpose than the replacement of a defective or damaged chip on the particular elevator. In the event that your continued possession of the computer program should cease to be rightful, we agree that all such archival copies shall be destroyed.

14. You acknowledge that certain replacement parts, such as printed circuit boards or control related parts, may be difficult to obtain. While we do not anticipate problems or delays obtaining such parts, it may be necessary or desirable for you to order such parts directly from the original equipment manufacturer ("OEM"). You agree, in such event, to order parts promptly from the OEM, at any time and from time to time, as specified by us. We agree to reimburse you for the reasonable cost of such parts (as covered by this Agreement) promptly upon receipt from you of copies of the invoice(s) together with appropriate payment documentation.

15. Should conditions arise requiring use of the OEM diagnostic tool, we will promptly notify you. You agree, in such event, to promptly contact the OEM for diagnostic service and repair. You will be responsible for all costs related to such service and repair. You further agree that we shall not be responsible for any delays, damage, costs or claims associated with you or OEM's failure to timely provide a diagnostic tool, and you will indemnify, defend and hold us harmless from any such delays, damage, cost or claim.