

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



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Ocean City, New Jersey 08226

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Jacqueline S. Jones, Executive Director

October 10, 2024

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, October 15, 2024** 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, October 15, 2024

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 August 20, 2024
 - b. Regular Meeting on September 12, 2024
 6. Fee Accountant's Report
 7. Executive Director's Report
 8. Committee Reports
 9. Old Business:
 10. New Business:
 11. Resolutions: **(cash report included)**
 - # 2024-53 Approval of Monthly Expenses **(updated)**
 - # 2024-54 Authorizing Payments of Draw #16 Pecks Beach
 - # 2024-55 Authorizing Contracts with National Contract Vendors
 - # 2024-56 Authorizing Contracts with State Contract Vendors
 - # 2024-57 Awarding LSRP Services for Redevelopment of Pecks Beach Family
 - # 2024-58 Authorizing the Executive Director to Take Necessary Actions and to Execute Legally Required Documents in Support of the Ocean City Housing Authority's Application for the Receipt of Funding from the NJHMFA in Connection with the Peck's Beach Family Construction
 - # 2024-59 Approval of Operating Subsidy 2025
 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

August 20, 2024 – 4:00 p.m.

The regular meeting of the Housing Authority of the City of Ocean City was held August 20, 2024, at 4:00 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	(Absent)
Commissioner Beverly McCall	
Commissioner Robert Henry	
Commissioner Patricia Jackson	(Absent)
Commissioner Brian Broadley	(Absent)
Chairperson Robert Barr	

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

Minutes – Chairperson Barr requested a motion to approve the Regular Meeting minutes from July 16, 2024. Motion made by Commissioner McCall and seconded by Commissioner Halliday. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Absent)
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 ten months ending July 2024. **Motion to approve the Treasurer’s report** made by Commissioner McCall and seconded by Commissioner Halliday. The following vote was taken:

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

Executive Director’s Report

Mrs. Jones asked Ron Miller to provide an update on the construction projects. Ron Miller reported the fire units at Bayview are anticipated to be turned over August 30th. Waiting on one change to the sprinkler system that needs to be completed, but otherwise it should be completed by August 30th. The Authority has two tenants waiting for the units.

There is no new update on the landscaping project.

The interior renovation at Bayview Manor is wrapped up and closed out at this point. Final payment for Levy Construction will be processed.

Mr. Watson provided an update on the Pecks Family negotiations. Mr. Watson reported, based on the board’s approval from last month to go ahead and try to negotiate this contract, the Authority has entered into negotiations with two contractors. The two contractors are those who submitted the two lowest bids from the last round of bids. The contractors are negotiating in good faith. From a detailed standpoint Mr. Watson is not in a position where we have enough details to disclose to the board to make any decisions today. However, he is confident that by the next meeting there will be action for the board to consider and hopefully voting on the approval of a contractor in which case the Board will go into closed session and discuss in depth the details of that contract and address any questions the Board may have.

Commissioner Henry asked if these contractors are changing the scope of the contract. Mr. Watson stated there may be some subtle changes. Based on the resolution that was passed we cannot depart too much in a material way from the prior bid specifications. The contract in negotiations is staying true to those bid specifications, however there is a little bit of flexibility. There may be a couple of changes here and there from a cost-savings standpoint. Those would be discussed and disclosed to the Board.

Commissioner Halliday asked if the contract is awarded next month what is the timeline for approval and groundbreaking. Mrs. Jones stated if the contract is awarded next month and if it can make NJHMFA’s board meeting for approval then groundbreaking would be 6-9 months into next year.

Mrs. Jones reported the waiting list will be open on Monday for all bedroom sizes and will remain open for about three weeks. This is an online application process. A paper application can be received if the internet is not available to applicants.

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	(Absent)
Commissioner Beverly McCall	(Yes)
Commissioner Robert Henry	(Yes)
Commissioner Patricia Jackson	(Absent)
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 #2024-33 - REVISION
Approval of Budget
Fiscal Year October 1, 2024 to September 30, 2025

Chairperson Barr called for a motion to approve Resolution #2024-33-REVISION. A motion was made by Commissioner McCall; seconded by Commissioner Halliday. Mrs. Jones explained the revision. The following vote was taken:

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

Resolution #2024-40
Resolution to Approve Monthly Expenses

Chairperson Barr called for a motion to approve the monthly expenses in the amount of \$225,280.87. A motion was made by Commissioner McCall; seconded by Commissioner Halliday. Mrs. Jones briefly reviewed the bill list. The following vote was taken:

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

Resolution #2024-41
Awarding Resident Wellness Services

Chairperson Barr called for a motion to approve Resolution #2024-41. A motion was made by Commissioner McCall; seconded by Commissioner Halliday. Ron Miller explained the resolution. The following vote was taken:

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

Resolution #2024-42
Authorizing Payment of Draw 46 – Speitel/Bayview

Chairperson Barr called for a motion to approve Resolution #2024-42. A motion was made by Commissioner McCall; seconded by Commissioner Halliday. Mrs. Jones reviewed the draw. The following vote was taken:

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

Resolution #2024-43
Authorizing Payment of Draw 15 – Pecks Beach Family Redevelopment

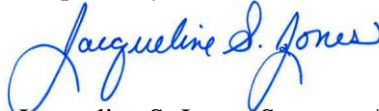
Chairperson Barr called for a motion to approve Resolution #2024-43. A motion was made by Commissioner McCall; seconded by Commissioner Halliday. Mrs. Jones reviewed the draw. The following vote was taken:

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

Chairperson Barr requested comments from the public. No Comments. Chairperson Barr requested comments from Board Commissioners and/or Administration. Commissioner Halliday wanted to set the record straight regarding the comment made about work orders and the need to be kept up to speed with or inspection and the process the Authority goes through. The grounds, facilities and all the OCHA's housing has never been in better condition than it is now.

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 Halliday. The vote was carried unanimously by the Board Members present. The Regular Meeting of the Board of Commissioners was adjourned at 4:14 p.m.

Respectfully submitted,



Jacqueline S. Jones, Secretary/Treasurer

Housing Authority of the City of Ocean City

**Regular Board of Commissioner Meeting Minutes
September 12, 2024 – 3:00 p.m.**

The regular meeting of the Housing Authority of the City of Ocean City was held September 12, 2024, at 3:00 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	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	
Commissioner Brian Broadley	
Chairperson Robert Barr	

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

A vote on the minutes of the August 20, 2024, meeting was deferred as not enough commissioners were present to pass minutes.

Treasurer’s Report

Linda Cavallo presented the Financial Report for the ten months ending August 2024. Mrs. Jones discussed the HUD Operation Subsidy as well as the Capital Fund line items. **Motion to approve the Treasurer’s report** made by Commissioner Halliday and seconded by Commissioner Broadley. The following vote was taken:

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

Executive Director’s Report

Mrs. Jones asked Ron Miller to provide an update on the construction projects. Ron Miller reported on the Bayview Manor fire units. There was a delay because alterations needed to be made to the sprinkler system in the building. He is hoping to get the units by Monday or Tuesday of next week. Final cleaning and countertops remain to be completed.

The Bayview Manor 1st and 5th floor project is already closed out.

Mrs. Jones reported the Authority had a HUD site visit on August 29th. The HUD Newark staff occasionally come to the Authority properties. The meeting went well. HUD Division Director, Financial Analyst and Revitalization Specialist attended the visit. They were shown some vacant units at Bayview. They were extremely impressed with the changes because the Division Director has been to the OCHA many, many times and he remembered the previous conditions. There were no vacant units at Speitel to show. They were also shown a vacant unit at Pecks Family. They are aware that a RAD conversion is in process. They realized Pecks Family needs to be revitalized. A review of the demolition and rebuilding plans and timeline for Pecks Beach was discussed. The conversation then turned to the recent physical inspection score at Pecks Family a few months ago, which has been shared with the Board. The inspection was not good due numerous tenant damages to the units – i.e., holes in walls, doors removed, doors with holes, etc. HUD understood the issue with tenant damages. The low inspection score does not affect the Authority’s total PHAS (Public Housing Assessment System) at this point since the Authority has a current RAD application in process. The only site that is under the PHAS score is Pecks Family as Pecks is currently public housing and Bayiew and Speitel are no longer public housing. Tenant generated work orders were discussed. The HUD representatives are excited to come back for ground-breaking and see the new development.

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

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Yes)
Commissioner Brian Broadley	(Yes)
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 #2024-44
Resolution to Approve Monthly Expenses

Chairperson Barr called for a motion to approve the monthly expenses in the amount of \$234,274.03. A motion was made by Commissioner Mumman; seconded by Commissioner Halliday. Mrs. Jones briefly reviewed the bill list. The following vote was taken:

Commissioner Robert Halliday	(Yes)
Commissioner Patrick Mumman	(Yes)
Commissioner Beverly McCall	(Absent)
Commissioner Robert Henry	(Absent)
Commissioner Patricia Jackson	(Yes) – abstain on Acenda invoices.
Commissioner Brian Broadley	(Yes)
Chairperson Robert Barr	(Yes)

Resolution #2024-45
Awarding Accounting Services Contract

Chairperson Barr called for a motion to approve Resolution #2024-45. Ron provided explanation. A motion was made by Commissioner Mumman; seconded by Commissioner Halliday. The following vote was taken:

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

Resolution #2024-46
Awarding Auditing Services Contract

Chairperson Barr called for a motion to approve Resolution #2024-46. Ron provided explanation. A motion was made by Commissioner Mumman; seconded by Commissioner Halliday. The following vote was taken:

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

Resolution #2024-47
Awarding Legal Services Contract – General Counsel

Chairperson Barr called for a motion to approve Resolution #2024-47. Ron provided explanation. A motion was made by Commissioner Mumman; seconded by Commissioner Halliday. The following vote was taken:

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

Resolution #2024-48
Awarding Consulting Services

Chairperson Barr called for a motion to approve Resolution #2024-48. Ron provided explanation. A motion was made by Commissioner Mumman; seconded by Commissioner Halliday. The following vote was taken:

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

Resolution #2024-49
Adopt State Budget

Chairperson Barr called for a motion to approve Resolution #2024-49. A motion was made by Commissioner Halliday; seconded by Commissioner Mumman. The following vote was taken:

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

Resolution #2024-50
Authorizing Payment of Draw 47 – Speitel/Bayview

Chairperson Barr called for a motion to approve Resolution #2024-50. A motion was made by Commissioner Mumman; seconded by Commissioner Jackson. Mrs. Jones reviewed the draw. The following vote was taken:

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

Resolution #2024-51
Executive Session

Chairperson Barr called for a motion to approve Resolution #2024-51. A motion was made by Commissioner Halliday; seconded by Commissioner Mumman. Solicitor Watson explained Executive Session is needed to discuss Resolution #2024-52 authorizing award of contract for the Pecks Beach Family Redevelopment. The purpose and the reason for the executive session is due to the subject matter being discussed would fall under the attorney/client privilege. The minutes of the Executive Session will be kept and made available to the public when the need for confidentiality is no longer required. However, at all times the minutes will be subject to redaction based on the attorney/client privilege. The following vote was taken:

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

Regular Meeting closed for Executive Session at 3:14 p.m.
Regular Meeting re-opened at 3:34 p.m.

Mr. Watson stated the Board is now back in open session. The Board passed resolution 2024-51 authorizing Executive Session to discuss the subject of matter of which would fall under attorney/client privilege. Discussion was about 2024-52 which purposes awarding a contract for the Pecks Beach Family Redevelopment. Executive Session has concluded and can proceed with business.

Resolution #2024-52
Authorizing Award of Contract for the Pecks Beach Family Redevelopment

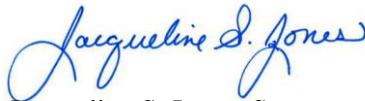
Chairperson Barr called for a motion to approve Resolution #2024-52. A motion was made by Commissioner Halliday; seconded by Commissioner Mumman. This resolution was discussed with a question-and-answer period during Executive Session to award the contract to Gary Gardner. The following vote was taken:

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

Chairperson Barr requested comments from the public. No Comments. Chairperson Barr requested comments from Board Commissioners and/or Administration. Linda Avena thanked the Board for renewing her contract for Accounting Services. Commissioner Barr thanked Jackie, Ron, and the team for all the challenging work put in on the contract for Pecks Beach Family Redevelopment. Commissioner Halliday thought he would never see this day. Commissioner Jackson also appreciates their hard work.

With no further business to discuss, Chairperson Barr entertained a motion for adjournment of the Regular Meeting. A motion was made by Commissioner Mumman; 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 3:38 p.m.

Respectfully submitted,



Jacqueline S. Jones, Secretary/Treasurer

Ocean City Housing Authority - Commissioner's Report - TOTAL

Month Ending: Sep 2024



	TOTAL			
	ANNUAL BUDGET	BUDGET THRU September	ACTUAL THRU September	VARIANCE THRU September
<u>INCOME</u>				
DWELLING RENTAL	\$ 632,140	\$ 632,140	\$ <u>705,627</u>	\$ 73,487
OTHER TENANT-EXCESS UTILITIES	-	-	<u>284</u>	284
TOTAL TENANT REVENUE	\$ 632,140	\$ 632,140	\$ 705,910	\$ 73,770
HUD OPERATING SUBSIDY	\$ 200,000	\$ 200,000	\$ <u>165,692</u>	\$ (34,308)
PBV HAP SUBSIDY	357,240	357,240	<u>383,094</u>	25,854
HUD CAPITAL FUNDS-OPERATIONS	200,000	200,000	<u>102,596</u>	(97,404)
CDBG INCOME	39,100	39,100	<u>13,807</u>	(25,293)
TOTAL HUD FUNDING	\$ 796,340	\$ 796,340	\$ 665,189	\$ (131,151)
INVESTMENT INCOME- UNRESTRICTED	\$ 120	\$ 120	\$ <u>600</u>	\$ 480
NONDWELLING RENTAL INCOME	62,400	62,400	-	(62,400)
OTHER INCOME-LAUNDRY	5,300	5,300	<u>2,717</u>	(2,583)
OTHER INCOME-FRAUD RECOVERY	3,000	3,000	<u>514</u>	(2,486)
OTHER INCOME-MISCELLANEOUS	5,050	5,050	<u>45,312</u>	40,262
TOTAL INCOME	\$ 1,504,350	\$ 1,504,350	\$ 1,420,243	\$ (84,107)
<u>EXPENSES</u>				
ADMINISTRATIVE SALARIES				
ADMINISTRATIVE SALARIES	\$ 42,390	\$ 42,390	\$ <u>19,099</u>	\$ (23,291)
PAYROLL TAXES - ADMIN	3,820	3,820	<u>1,588</u>	(2,232)
HEALTH BENEFITS - ADMIN	25,000	25,000	-	(25,000)
TOTAL ADMINISTRATIVE SALARIES	\$ 71,210	\$ 71,210	\$ 20,687	\$ (50,523)
AUDIT FEES	\$ 15,000	\$ 15,000	\$ <u>15,000</u>	-
ADVERTISING	1,500	1,500	<u>3,750</u>	2,250
OFFICE EXPENSES				
COMPUTER SERVICES	\$ 3,000	\$ 3,000	\$ <u>3,232</u>	\$ 232
CONSULTANTS-RAD CONVERSION	11,030	11,030	-	(11,030)
COPIER	2,660	2,660	<u>219</u>	(2,441)
DUES & PUBLICATIONS	730	730	<u>507</u>	(223)
OFFICE SUPPLIES	600	600	<u>2,158</u>	1,558
PHONE & INTERNET	15,080	15,080	<u>19,745</u>	4,665
POSTAGE	2,100	2,100	<u>2,898</u>	798
LEGAL	19,200	19,200	<u>30,123</u>	10,923
CRIMINAL BACKGROUND CHECKS	1,200	1,200	<u>1,284</u>	84
LEGAL-RAD	4,000	4,000	<u>1,886</u>	(2,114)
TRAVEL	70	70	<u>391</u>	321

Ocean City Housing Authority - Commissioner's Report - TOTAL

Month Ending: Sep 2024



	TOTAL			
	ANNUAL BUDGET	BUDGET THRU September	ACTUAL THRU September	VARIANCE THRU September
TRAINING	2,000	2,000	925	(1,075)
ACCOUNTING	30,000	30,000	30,000	-
MANAGEMENT FEES	180,000	180,000	277,978	97,978
MISCELLANEOUS-SUNDRY	13,920	13,920	26,147	12,227
TOTAL ADMINISTRATIVE EXPENSES	\$ 373,300	\$ 373,300	\$ 436,929	\$ 63,629
OTHER TENANT SERVICES	\$ 5,000	\$ 5,000	\$ 10,875	\$ 5,875
TENANT SVCS - BEHAVIORAL HEALTH	39,100	39,100	12,701	(26,399)
TOTAL OTHER TENANT SERVICES	\$ 44,100	\$ 44,100	\$ 23,576	\$ (20,524)
WATER/SEWER	\$ 106,000	\$ 106,000	\$ 120,144	\$ 14,144
ELECTRIC	112,060	112,060	139,259	27,199
GAS	57,230	57,230	44,565	(12,665)
GARBAGE/TRASH REMOVAL	-	-	168	168
TOTAL UTILITY EXPENSES	\$ 275,290	\$ 275,290	\$ 304,136	\$ 28,846
MAINTENANCE LABOR	\$ 107,550	\$ 107,550	\$ 80,281	\$ (27,269)
MAINT. MATERIALS	104,860	104,860	50,279	(54,581)
MAINT. CONTRACT COSTS	226,440	226,440	204,214	(22,226)
EMPLOYEE BENEFITS	88,820	88,820	48,321	(40,499)
TOTAL MAINTENANCE	\$ 527,670	\$ 527,670	\$ 383,094	\$ (144,576)
INSURANCE	\$ 100,940	\$ 100,940	\$ 103,991	\$ 3,051
FLOOD INSURANCE	42,150	42,150	35,040	(7,110)
BAD DEBTS	5,930	5,930	6,413	483
COMPENSATED ABSENCES	1,500	1,500	1,512	12
PAYMENT IN LIEU OF TAXES	35,680	35,680	35,676	(4)
PENSION	10,690	10,690	1,127	(9,563)
RETIREE BENEFITS	16,000	16,000	8,545	(7,455)
TOTAL OTHER EXPENSES	\$ 212,890	\$ 212,890	\$ 192,304	\$ (20,586)
TOTAL EXPENDITURES	\$ 1,433,250	\$ 1,433,250	\$ 1,340,039	\$ (93,211)
Replacement Reserve	\$ 45,890	\$ 45,890	\$ 45,985	\$ 95
PROFIT	\$ 25,210	\$ 25,210	\$ 34,219	\$ 9,009

Commissioner's Report - Property Detail

Month Ending: Sep 2024



	BAYVIEW				SPEITEL				PECK'S FAMILY			
	ANNUAL BUDGET	BUDGET THRU September	ACTUAL THRU September	VARIANCE THRU September	ANNUAL BUDGET	BUDGET THRU September	ACTUAL THRU September	VARIANCE THRU September	ANNUAL BUDGET	BUDGET THRU September	ACTUAL THRU September	VARIANCE THRU September
<u>INCOME</u>												
DWELLING RENTAL	\$ 195,920	\$ 195,920	\$ <u>214,853</u>	\$ 18,933	\$ 162,220	\$ 162,220	\$ <u>166,794</u>	\$ 4,574	\$ 274,000	\$ 274,000	\$ <u>323,980</u>	\$ 49,980
OTHER TENANT-EXCESS UTILITIES	-	-	-	-	-	-	<u>14</u>	14	-	-	<u>269</u>	269
TOTAL TENANT REVENUE	\$ 195,920	\$ 195,920	\$ 214,853	\$ 18,933	\$ 162,220	\$ 162,220	\$ 166,808	\$ 4,588	\$ 274,000	\$ 274,000	\$ 324,249	\$ 50,249
HUD OPERATING SUBSIDY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 200,000	\$ <u>165,692</u>	\$ (34,308)
PBV HAP SUBSIDY	167,110	167,110	<u>172,075</u>	4,965	190,130	190,130	<u>211,019</u>	20,889	-	-	-	-
HUD CAPITAL FUNDS-OPERATIONS	-	-	-	-	-	-	-	-	200,000	200,000	<u>102,596</u>	(97,404)
CDBG INCOME	15,500	15,500	<u>3,866</u>	(11,634)	10,400	10,400	<u>2,485</u>	(7,915)	13,200	13,200	<u>7,456</u>	(5,744)
TOTAL HUD FUNDING	\$ 182,610	\$ 182,610	\$ 175,941	\$ (6,669)	\$ 200,530	\$ 200,530	\$ 213,504	\$ 12,974	\$ 413,200	\$ 413,200	\$ 275,744	\$ (137,456)
INVESTMENT INCOME-UNRESTRICTED	\$ -	\$ -	\$ <u>313</u>	\$ 313	\$ -	\$ -	\$ -	\$ -	\$ 120	\$ 120	\$ <u>287</u>	\$ 167
NONDWELLING RENTAL INCOME	62,400	62,400	-	(62,400)	-	-	-	-	-	-	-	-
OTHER INCOME-LAUNDRY	2,300	2,300	<u>357</u>	(1,944)	-	-	<u>1,942</u>	1,942	3,000	3,000	<u>419</u>	(2,581)
OTHER INCOME-FRAUD RECOVERY	-	-	-	-	-	-	-	-	3,000	3,000	<u>514</u>	(2,486)
OTHER INCOME-MISCELLANEOUS	930	930	<u>1,828</u>	898	-	-	<u>4,516</u>	4,516	4,120	4,120	<u>38,967</u>	34,847
TOTAL INCOME	\$ 444,160	\$ 444,160	\$ 393,292	\$ (50,869)	\$ 362,750	\$ 362,750	\$ 386,771	\$ 24,021	\$ 697,440	\$ 697,440	\$ 640,181	\$ (57,259)
<u>EXPENSES</u>												
ADMINISTRATIVE SALARIES												
ADMINISTRATIVE SALARIES	\$ 11,870	\$ 11,870	\$ <u>5,348</u>	\$ (6,522)	\$ 7,630	\$ 7,630	\$ <u>3,438</u>	\$ (4,192)	\$ 22,890	\$ 22,890	\$ <u>10,313</u>	\$ (12,577)
PAYROLL TAXES - ADMIN	1,070	1,070	<u>445</u>	(625)	690	690	<u>286</u>	(404)	2,060	2,060	<u>858</u>	(1,202)
HEALTH BENEFITS - ADMIN	5,500	5,500	-	(5,500)	4,500	4,500	-	(4,500)	15,000	15,000	-	(15,000)
TOTAL ADMINISTRATIVE SALARIES	\$ 18,440	\$ 18,440	\$ 5,792	\$ (12,648)	\$ 12,820	\$ 12,820	\$ 3,724	\$ (9,096)	\$ 39,950	\$ 39,950	\$ 11,171	\$ (28,779)
AUDIT FEES	\$ 4,200	\$ 4,200	\$ <u>4,200</u>	\$ -	\$ 2,700	\$ 2,700	\$ <u>2,700</u>	\$ -	\$ 8,100	\$ 8,100	\$ <u>8,100</u>	\$ -
ADVERTISING	420	420	<u>965</u>	545	270	270	<u>621</u>	351	810	810	<u>2,164</u>	1,354

Commissioner's Report - Property Detail

Month Ending: Sep 2024



	BAYVIEW				SPEITEL				PECK'S FAMILY			
	ANNUAL BUDGET	BUDGET THRU September	ACTUAL THRU September	VARIANCE THRU September	ANNUAL BUDGET	BUDGET THRU September	ACTUAL THRU September	VARIANCE THRU September	ANNUAL BUDGET	BUDGET THRU September	ACTUAL THRU September	VARIANCE THRU September
OFFICE EXPENSES												
COMPUTER SERVICES	\$ 500	\$ 500	\$ <u>1,948</u>	\$ 1,448	\$ 500	\$ 500	\$ <u>321</u>	\$ (179)	\$ 2,000	\$ 2,000	\$ <u>963</u>	\$ (1,037)
CONSULTANTS-RAD CONVERSION	500	500	-	(500)	530	530	-	(530)	10,000	10,000	-	(10,000)
COPIER	740	740	<u>61</u>	(679)	480	480	<u>39</u>	(441)	1,440	1,440	<u>118</u>	(1,322)
DUES & PUBLICATIONS	170	170	<u>142</u>	(28)	200	200	<u>91</u>	(109)	360	360	<u>274</u>	(86)
OFFICE SUPPLIES	200	200	<u>771</u>	571	200	200	<u>257</u>	57	200	200	<u>1,130</u>	930
PHONE & INTERNET	4,260	4,260	<u>5,122</u>	862	6,220	6,220	<u>7,807</u>	1,587	4,600	4,600	<u>6,816</u>	2,216
POSTAGE	600	600	<u>814</u>	214	400	400	<u>518</u>	118	1,100	1,100	<u>1,567</u>	467
LEGAL	5,000	5,000	<u>8,168</u>	3,168	2,600	2,600	<u>5,790</u>	3,190	11,600	11,600	<u>16,164</u>	4,564
CRIMINAL BACKGROUND CHECKS	300	300	<u>829</u>	529	300	300	<u>359</u>	59	600	600	<u>96</u>	(504)
LEGAL-RAD	-	-	-	-	-	-	<u>1,886</u>	1,886	4,000	4,000	-	(4,000)
TRAVEL	20	20	-	(20)	10	10	-	(10)	40	40	<u>391</u>	351
TRAINING	500	500	<u>56</u>	(444)	500	500	<u>36</u>	(464)	1,000	1,000	<u>833</u>	(167)
ACCOUNTING	8,400	8,400	<u>8,400</u>	-	5,400	5,400	<u>5,400</u>	-	16,200	16,200	<u>16,200</u>	-
MANAGEMENT FEES	30,400	30,400	<u>64,462</u>	34,062	32,400	32,400	<u>41,436</u>	9,036	117,200	117,200	<u>172,080</u>	54,880
MISCELLANEOUS-SUNDRY	4,280	4,280	<u>9,136</u>	4,856	3,540	3,540	<u>3,221</u>	(319)	6,100	6,100	<u>13,790</u>	7,690
TOTAL ADMINISTRATIVE EXPENSES	\$ 78,930	\$ 78,930	\$ 110,867	\$ 31,937	\$ 69,070	\$ 69,070	\$ 74,207	\$ 5,137	\$ 225,300	\$ 225,300	\$ 251,856	\$ 26,556
OTHER TENANT SERVICES												
TENANT SVCS – BEHAVIORAL HEALTH	\$ 2,500	\$ 2,500	\$ <u>7,573</u>	\$ 5,073	\$ 1,200	\$ 1,200	\$ <u>941</u>	\$ (259)	\$ 1,300	\$ 1,300	\$ <u>2,361</u>	\$ 1,061
TOTAL OTHER TENANT SERVICES	\$ 18,000	\$ 18,000	\$ 11,129	\$ (6,871)	\$ 11,600	\$ 11,600	\$ 3,227	\$ (8,373)	\$ 14,500	\$ 14,500	\$ 9,219	\$ (5,281)
WATER/SEWER												
ELECTRIC	\$ 20,750	\$ 20,750	\$ <u>29,884</u>	\$ 9,134	\$ 17,490	\$ 17,490	\$ <u>17,165</u>	\$ (325)	\$ 67,760	\$ 67,760	\$ <u>73,095</u>	\$ 5,335
GAS	80,460	80,460	<u>105,236</u>	24,776	14,930	14,930	<u>17,811</u>	2,881	16,670	16,670	<u>16,212</u>	(458)
GARBAGE/TRASH REMOVAL	-	-	-	-	6,780	6,780	<u>4,838</u>	(1,942)	50,450	50,450	<u>39,727</u>	(10,723)
TOTAL UTILITY EXPENSES	\$ 101,210	\$ 101,210	\$ 135,223	\$ 34,013	\$ 39,200	\$ 39,200	\$ 39,814	\$ 614	\$ 134,880	\$ 134,880	\$ 129,100	\$ (5,780)
MAINTENANCE LABOR												
MAINT. MATERIALS	\$ 30,110	\$ 30,110	\$ <u>22,479</u>	\$ (7,631)	\$ 19,360	\$ 19,360	\$ <u>14,451</u>	\$ (4,910)	\$ 58,080	\$ 58,080	\$ <u>43,352</u>	\$ (14,728)
MAINT. CONTRACT COSTS	18,000	18,000	<u>26,341</u>	8,341	64,700	64,700	<u>4,622</u>	(60,078)	22,160	22,160	<u>19,316</u>	(2,844)
EMPLOYEE BENEFITS	88,290	88,290	<u>89,097</u>	807	56,850	56,850	<u>52,431</u>	(4,419)	81,300	81,300	<u>62,685</u>	(18,615)
TOTAL MAINTENANCE	24,870	24,870	<u>13,676</u>	(11,194)	15,980	15,980	<u>8,792</u>	(7,188)	47,970	47,970	<u>25,853</u>	(22,117)

Commissioner's Report - Property Detail

Month Ending: Sep 2024



	BAYVIEW				SPEITEL				PECK'S FAMILY			
	ANNUAL BUDGET	BUDGET THRU September	ACTUAL THRU September	VARIANCE THRU September	ANNUAL BUDGET	BUDGET THRU September	ACTUAL THRU September	VARIANCE THRU September	ANNUAL BUDGET	BUDGET THRU September	ACTUAL THRU September	VARIANCE THRU September
TOTAL MAINTENANCE	\$ 161,270	\$ 161,270	\$ 151,593	\$ (9,677)	\$ 156,890	\$ 156,890	\$ 80,295	\$ (76,595)	\$ 209,510	\$ 209,510	\$ 151,206	\$ (58,304)
INSURANCE	\$ 28,580	\$ 28,580	\$ <u>27,334</u>	\$ (1,246)	\$ 23,500	\$ 23,500	\$ <u>19,902</u>	\$ (3,598)	\$ 48,860	\$ 48,860	\$ <u>56,754</u>	\$ 7,894
FLOOD INSURANCE	4,720	4,720	<u>4,688</u>	(32)	4,430	4,430	<u>4,650</u>	220	33,000	33,000	<u>25,702</u>	(7,298)
BAD DEBTS	2,500	2,500	<u>2,496</u>	(4)	930	930	<u>1,421</u>	491	2,500	2,500	<u>2,496</u>	(4)
COMPENSATED ABSENCES	500	500	<u>504</u>	4	500	500	<u>504</u>	4	500	500	<u>504</u>	4
PAYMENT IN LIEU OF TAXES	9,470	9,470	<u>9,468</u>	(2)	12,300	12,300	<u>12,300</u>	-	13,910	13,910	<u>13,908</u>	(2)
PENSION	3,000	3,000	<u>316</u>	(2,684)	2,430	2,430	<u>203</u>	(2,227)	5,260	5,260	<u>609</u>	(4,651)
RETIREE BENEFITS	4,480	4,480	<u>2,393</u>	(2,087)	2,880	2,880	<u>1,538</u>	(1,342)	8,640	8,640	<u>4,614</u>	(4,026)
TOTAL OTHER EXPENSES	\$ 53,250	\$ 53,250	\$ 47,198	\$ (6,052)	\$ 46,970	\$ 46,970	\$ 40,518	\$ (6,452)	\$ 112,670	\$ 112,670	\$ 104,587	\$ (8,083)
TOTAL EXPENDITURES	\$ 412,660	\$ 412,660	\$ 456,010	\$ 43,350	\$ 323,730	\$ 323,730	\$ 238,061	\$ (85,669)	\$ 696,860	\$ 696,860	\$ 645,968	\$ (50,892)
Replacement Reserve	\$ 27,760	\$ 27,760	\$ <u>27,856</u>	\$ 95	\$ 18,130	\$ 18,130	\$ <u>18,130</u>	\$ -	\$ -	\$ -	\$ -	\$ -
PROFIT	\$ 3,740	\$ 3,740	\$ (90,574)	\$ 42,832	\$ 20,890	\$ 20,890	\$ 130,580	\$ 109,690	\$ 580	\$ 580	\$ (5,787)	\$ (6,367)

Ocean City Housing Authority

Administrative Report

DATE: October 9, 2024

TO: Board of Commissioners, Ocean City Housing Authority

FROM: Jacqueline S. Jones, Executive Director

SUBJECT: Monthly Report (Stats for September 2024)

PERIOD: September 6, 2024, to October 8, 2024

Bayview Manor – Fire

On October 26, 2023, a small fire occurred in one unit on the 3rd floor of Bayview Manor. Several residents were temporarily displaced from the building and re-housed at a local hotel. Currently all tenants have been returned to the building, two residents were temporarily relocated within the building so that repairs can be made to their units. The remaining affected occupants are being notified of pending restoration and cleaning work in their units on a case-by-case basis. There were no injuries reported and most of the damage in the building was due to water from the building sprinkler system. We are working with the insurance adjuster and emergency services contractor to resolve the issues that remain in the building and hope to have all units restored promptly. The residents were and are being kept informed of the progress on a frequent basis.

December Update: selective demolition has been completed in the two impacted units. Further progress is currently on hold pending permitting and approvals for ACM work in both units. Two residents remain temporarily relocated to other units in the building.

January Update: A meeting with the contractor and the State regarding the ACM removal is imminent; Rehabilitation of both units will continue after this meeting;

February Update: Selective demolition has been completed in the two impacted units; The Authority has requested quotes from contractors to complete the ACM work in both units; Once the proposals are received, the quotes will be evaluated in conjunction with the adjuster; The ACM contract will then be awarded and the required permits will be obtained. Two residents are temporarily housed in apartments within the building;

March Update: The Authority selected the lowest apparent quote for ACM remediation work in both units. The proposals were evaluated in conjunction with the adjuster, award of a contract for the ACM work, and application for required permits is pending. Two residents remain temporarily relocated to other housing units.

April Update: Selective demolition has been completed in the two impacted units; ACM permits have been issued by the State of New Jersey; work will be underway to complete the abatement work within the next two weeks; Two residents remain temporarily relocated to other housing units;

May Update: The ACM work has been completed; The restoration work on both units has begun with an anticipated completion date of 2-3 months.

July Update: The restoration work on both units continues, we anticipate the remodel work to be completed in 2-3 months. We're working through submittals and construction simultaneously.

August Update: The restoration work on both units is nearing completion. Final cleaning and countertops remain to be completed.

September Update: The restoration work on both units is nearing completion. Final cleaning and countertops remain to be completed.

October Update: The units are being turned over to the Authority the week of October 7th. An update on this project will be provided at the Board meeting.

Bayview – Renovation Projects

Interior Renovations

- a. Renovate Lobby;
- b. Addition of Mail Room;
- c. Renovate Community Room;
- d. Renovate Community Bathrooms;
- e. Renovate Laundry Room;
- f. New Flooring in Common Areas;
- g. All Common Areas painted;
- h. Maintenance Shop;
- i. Office & Conference Room;
- j. New Handrails throughout Common hallways;
- k. Elevator renovation;

April update: ACM testing and monitoring continues; There will be a change order presented for the ACM testing & scope of work; Additional work may be needed depending on the ACM testing results;

May update: ACM testing & monitoring continues; A change order is on the Agenda for the ACM removal on the 5th Floor (community room floor & ceiling); this work is required under NJAC 5:28-8 (Sub-Chapter 8); Additional work may be needed pending proposals for additional ACM work on the 1st & 5th floors; Notifications & updates to residents are continuing; Two fifth floor residents have been temporarily relocated to the 1st floor; Work is scheduled to resume about May 18, 2023;

June update: ACM work and monitoring in the 5th Floor Community Room has been completed. Additional abatement of flooring in the Laundry began on June 14, 2023, after abatement is completed new flooring has been scheduled to be installed on the 5th floor; Notifications & updates to residents are continuing; Two fifth floor residents have been temporarily relocated to the 1st floor; Work is scheduled to be completed on the 5th floor on or about June 28, 2023; Ceiling anchors will be installed on the 1st floor which will allow work to resume, all trades are being scheduled to return and complete work on the remainder of the project.

July update: ACM work has been completed; The Laundry Room was re-opened ahead of schedule; Community Room is in the process of having new kitchenette, flooring, and painting completed. Notifications and updates are continuing to keep the residents informed of the project; Two residents that were temporarily relocated to the 1st floor have been moved back to their apartments;

Work on the first floor continues to make satisfactory progress; mailboxes have been installed & new fire-sprinkler work has been completed; electrical, plumbing, and drywall all continue to make satisfactory progress. Elevator submittals have been received and are currently under review. Work is anticipated to be completed on or around August 31, 2023, except for the elevator. August update: ACM work has been completed; The Community Room kitchenette, flooring, lighting, and painting are completed. Work on the first floor continues to make progress, mailboxes have been installed, new fire-sprinkler work has been completed, electrical, plumbing, and drywall all continue to make progress. Electrical issues throughout the project have caused delays, this continues and is being addressed by our professional team. We do anticipate a delay in getting the first-floor offices opened, and are actively working to resolve the time overrun.

September update: Drywall work is being completed in the office, conference, and mail rooms. Finishes in other areas of the building are ongoing including the lobby renovation. We do anticipate a delay in getting the first-floor offices opened, and are actively working to resolve the time overrun.

October update: Drywall & painting has been completed in the office, conference, and mail room. Finishes in other areas of the building are ongoing including lobby renovation. Flooring work is scheduled to begin on the 1st floor within the next week. New ceiling installation on the first floor has started. Lobby renovation is underway & with some inconvenience; Tenants are being kept informed;

November update: Punch list is scheduled with architect except for the elevator; elevator refurbishment will continue into 2024; All other work is expected to be completed very shortly;

December update: Work is currently in the final punch list stage for the office, conference room, community room, and mail room. Keys were distributed to the residents for the new mailboxes. Elevator work remains to be completed; parts currently remain back ordered for this portion of the project. Access control for residents and staff entry remain pending; additional equipment setup must first be completed.

Furnishings for the spaces have begun to be delivered and are in the setup phase; not all pieces have been received. The address for the Housing Authority is currently in the process of formally being changed to Bayview Manor.

January update: The office, conference/board room and community room are complete. The elevator equipment has been delivered.

February update: Work is currently in the final punch list stage for the office, conference, community room, and mail room. Keys were distributed to the residents for the new mailboxes. Elevator modernization work is underway at the building, car #2 has been removed from service and is anticipated to be under renovation for 10 weeks. Once car #2 is completed work will begin on car #1 for an additional 10 weeks. The address for the Ocean City Housing Authority was officially changed to 635 West Avenue. Residents have been notified of both the elevator work and the change in address.

March update: Work remains in the final punch list stage for the office, conference, community room, and mail room. Elevator modernization work is underway at the building; Car #2 has been removed from service and is anticipated to be under renovation for 10 weeks. Once car #2 is completed, work will begin on car #1 for an additional 10 weeks.

April update: Work remains in the final punch list stage for the office, conference, community room, and mail room. Elevator modernization work continues at the building, car #2 received a preliminary inspection and requires additional work before final inspection and being placed into service. Once car #2 is completed work will begin on car #1 for an additional 10 weeks.

May update: Work remains in the final punch list stage for the office, conference, community room, and mail room. Elevator modernization work continues, the upgrade on car #2 has been completed and the new elevator is in service and accessible to the residents. Work began on the modernization of elevator car #1 and is anticipated to take 6-8 weeks to complete.

June Update: The elevator modernization is expected to be completed near the end of June; Close-out documents are being gathered to complete this project;

July Update: Work remains in the final punch list stage for the office, conference, community room, and mail room. Elevator modernization work continues, the modernization of elevator car #1 is underway and anticipated to be completed July 2024. This project is currently in the closeout phase.

August update: Work is completed. Project is being administratively closed out.

September update: Work is completed. Project is being administratively closed out.

Bayview – Renovation Projects (continued)

<p>Bayview Manor Landscaping Project</p>	<p>Project Specifications are being developed for hopeful Fall plantings;</p>	<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 needed funds for to complete the Bayview Manor renovations;</p> <p><i>No Status Change on this Project;</i></p>
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Peck's Beach Family Redevelopment Project

Scope of Work	Work Status	Comments
<p style="text-align: center;">Design Phase of the Redevelopment of Peck's Beach Family</p> <p>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;</p> <p>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."</p> <p>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;</p> <p>January update: The design is being readied for submission to the Planning Office by the end of January.</p> <p>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;</p> <p>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 attendance; Residents were presented with the plans, asked a lot of questions, and were pleased with the presentation; 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;</p> <p>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.</p>	<ul style="list-style-type: none"> • June 2021- Award Special Architectural and Engineering (Electrical & Mechanical) Services • Award Special Engineering (Civil) Services <p>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.</p> <p>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.</p> <p>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.</p> <p>August 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.</p> <p>September update: Bids were received on September 12, 2023 & were rejected due to over budget; are being evaluated by the Project Team.</p> <p>October update: Bids were rejected for being over budget; Bidding is expected to begin in November 2023;</p> <p>November update: The bid package is under review with the OCHA team and is gathering responses to the Comptroller's office;</p> <p>December 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.</p>	<p>January update: The project team continues to communicate with the OSC on this project. A verbal status update will be provided at the meeting.</p> <p>February update: This project is under review for a possible change in approach.</p> <p>March update: Counsel to provide an update on the status of the project with respect to the approvals from the Office of the State Comptroller.</p> <p>April update: Counsel to provide an update on the status of the project with respect to the approvals from the Office of the State Comptroller.</p> <p>May Update: Pecks Beach Village Family – currently advertised for public bid. Bids are due May 29, 2024, at 11:00 AM EST.</p> <p>June Update: 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;</p> <p>July Update: Bids will be received on July 11, 2024. An update on this project will be provided at the Board meeting;</p> <p>August Update – Bidding is in a negotiation phase. An update on this project will be provided at the Board meeting.</p> <p>September Update – An update on this project will be provided at the Board meeting.</p> <p><i>October Update – 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 for building permits and is working through the NJ Energy Star program requirements.</i></p> <p><i>The project is scheduled for the November 2024 NJHMFA board meeting to receive tax credit funding approval.</i></p>

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

Program Statistics Report 10/2023 - 10/2024

**2024
SEP**

**2024
AUG**

**2024
JUL**

Tenant Accounts Receivable			
Number of "non-payment of rent" cases referred to the solicitor	0	0	2
Unit Inspections			
Total number of units to be inspected in fiscal year	119	119	119
Number of inspections completed this month - all sites (include BB insp.)	139	20	119
Total number of units inspected year-to-date - all sites	894	755	735
Occupancy			
Monthly Unit Turnaround Time (Avg) (Down, Prep & Lease-up Time)	45	0	0
Annual Unit Turnaround Time (For Fiscal Year)	1495	1450	1450
Monthly - Number of Vacancies Filled (this month)	2	0	0
Monthly - Average unit turnaround time in days for Lease up	14	0	0
Monthly - Average unit turnaround time in days to Prep Unit (Maint)	17	0	0
PIC Score	100.00%	100.00%	100.00%
Vacancies - At end of Month			
Bay View Manor	2	3	2
Speitel Commons	0	0	0
Peck's Beach Family	0	1	1
Total	2	4	3
Occupancy Rate	98.35%	96.69%	97.52%
Vacancy Turnovers by VHA Maintenance Staff			
Total Hours (Summarized Quarterly)	15.61		
Average Hours per Vacancy per Month (Br. Sizes 0 thru 4)	2.81	2.50	0.00
Average Hours per Vacancy YTD (Br. Sizes 0 thru 4)	8.07	8.55	9.15
Rent Roll			
Bay View Manor - Elderly/Disabled	\$18,112	\$18,814	\$18,450
Speitel Commons - Elderly/Disabled	\$14,901	\$13,946	\$14,046
Peck's Beach - Family	\$27,656	\$27,471	\$29,338
Total Rent Roll	\$60,669	\$60,231	\$61,834
Waiting List Applicants - (all lists closed)			
Families - Ocean City Preference	13	12	10
Families - No Ocean City Preference	220	216	179
Elderly (Seniors - 62+)/Disabled - Ocean City Preference	6	2	1
Elderly (Seniors - 62+)/Disabled - No Ocean City Preference	195	167	131
0/1 Bedroom	201	169	158
2 Bedroom	80	97	88
3 Bedroom	111	98	76
4 Bedroom	42	33	25
Success Rate	25%	25%	25%
Maintenance Department			
Average work order turnaround time in days - Tenant Generated	0.15	0.08	0.07
Total Tenant Generated Work Orders	54	49	59
Number of routine work orders written this month	203	165	107
Number of outstanding work orders from previous month	341	327	781
Total number of work orders to be addressed this month	598	541	948
Total number of work orders completed this month	260	200	621
Total number of work orders left outstanding	338	341	327
Number of emergency work orders written this month	0	0	1
Total number of work orders written year-to-date	1744	1487	1273
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 September 30, 2024**

Net Cash Position:

Cash Balance per Reconciled Bank Statement at 09/30/2024	\$556,177.36
<i>2023 Capital Fund available for PH (pbfamily)</i>	\$113,332.00
<i>2024 Capital Fund available for PH (pbfamily)</i>	\$155,596.00
Add: A/R-Tenants 09/2024	
	Current \$3,319.14
	Past \$24,695.98

Reimbursements Due From The City

Reimbursement for Behavioral Health Svcs - CDBG Grant - Acenda	\$17,390.54
Reimbursement for Bayview Manor/Speitel Construction - City of OC	\$0.00
Reimbursement for Pecks Family Redevelopment - City of OC	\$27,390.47
Less: Payments -October 2024 bill list	(\$158,001.90)
Accrued Expenses - Total from detail below	(\$27,703.00)

<u>Accrued Expenses</u>	<u>Annual Budget</u>	<u>No of Months</u>	<u>Amount Accrued Less Paid</u>
Insurance-Prop/Flood	143,090.00	12	(15,407.00)
Bad Debt	5,930.00	12	5,930.00
Comp Absences	1,500.00	12	1,500.00
P.I.L.O.T.	35,680.00	12	35,680.00
Net Accrual	186,200.00		27,703.00

Net Cash Balance \$712,196.59

	<u>Average Expenses</u>	<u>Cash Available for # of</u>	
Per Month	\$ 111,670	4.98	Months
Per Day	\$ 3,722	191	Days

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

**RESOLUTION NO. 2024-53
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 \$158,001.90.

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: October 15, 2024

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 October 15, 2024 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 - October 2024**

BANK: COCC MGMT

Check/ACH/Wire #	Vendor	Invoice Notes	Total Amount
1445	ACENDA	June 2023 Resident Wellness Svcs	\$ 1,800.00
1570	ACENDA	Aug/Sept 2023 Resident Wellness Svcs	\$ 5,133.44
1712	ACENDA	July 2023 Resident Wellness Svcs	\$ 1,800.00
1712	ACENDA	Oct 2023 Resident Wellness Svcs	\$ 1,600.08
1888	ACENDA	Apr 2024 Resident Wellness Svcs	\$ 1,366.73
1923	ACENDA	May 2024 Resident Wellness Svcs	\$ 1,066.72
48	ACENDA	June 2024 Resident Wellness Svcs	\$ 1,700.09
48	ACENDA	July 2024 Resident Wellness Svcs	\$ 1,816.76
	ACENDA	Aug 2024 Resident Wellness Svcs	\$ 1,106.72
2021	FLORENCE DRISCOLL	October 2024 tenant svcs	\$ 200.00
2022	NJ AMERICAN WATER	Sept 2024 Water/sewer service - Speitel fire svc	\$ 123.02
2023	NJ AMERICAN WATER	Sept 2024 Water/sewer service - BVM fire svc	\$ 249.03
2024	NJ AMERICAN WATER	Sept 2024 Water/sewer service - BVM	\$ 2,625.51
2025	NJ AMERICAN WATER	Sept 2024 Water/sewer service - PBF	\$ 7,142.40
2026	NJ AMERICAN WATER	Sept 2024 Water/sewer service - Speitel	\$ 1,194.91
2027	ROBERT L ROWELL	October 2024 maint contract grounds services	\$ 200.00
2028	VERIZON CONNECT	Aug 2024 vehicle tracking subscription	\$ 329.21
2029	YALEXUS NUNEZ	Sept 2024 Petty Cash replenishment	\$ 116.31
2030	RONALD MILLER	Reimbursement for domain registration renewal	\$ 250.00
2031	STATE OF NJ	Annual assessment for NJ Employers yr end 12/2023	\$ 22.67
41023	VERIZON	Sept 2024 Speitel elevator phone svc	\$ 342.63
41431	VERIZON	Sept 2024 office phone svc	\$ 63.65
9202024	ADP	09/20/2024 payroll & taxes	\$ 3,437.54
10042024	ADP	10/04/2024 payroll & taxes	\$ 3,690.17
20240920	ADP	09/20/2024 payroll invoice	\$ 88.88
20241004	ADP	10/04/2024 payroll invoice	\$ 88.88
25825393	COMCAST	Internet svc - 9/13-10/14 office internet;	\$ 258.37
25829403	COMCAST	Internet svc - 9/27-10/26/24 - Speitel	\$ 199.41
27400099	NJ DIV OF PENSIONS & BENEFITS	Sept 2024 pension deductions	\$ 1,123.13
28510531	NJ SHBP	Oct 2024 employee premium	\$ 6,365.90
28510539	NJ SHBP	Oct 2024 retiree premium	\$ 459.01
285402255	NJ DIV OF PENSIONS & BENEFITS	3rd qtr 2024 pension shortage	\$ 52.41
	AMBIENT COMFORT	HVAC repair - Speitel	\$ 1,544.76
	ANCHOR MOVING & STORAGE	Vacant unit cleaning - BVM	\$ 1,200.00
	A SHORE MAID	BVM vacant unit cleaning	\$ 165.00
	ATLANTIC CITY ELECTRIC	Sept 2024 electric	\$ 7,729.25
	ATLANTIC COAST ALARM	Fire alarm monitoring - BVM	\$ 480.00
	LINDA AVENA	October 2024 accounting svcs	\$ 2,875.00
	BREWIN FLOORING	Carpet installaing - BVM	\$ 2,445.00
	BROWN & CONNERY	Aug 2024Legal svcs - Speitel	\$ 63.70
	CALL EXPERTS	Oct 2024 answering service	\$ 89.62
	CARAHSOFT TECHNOLOGY	Aug 2024 Account svcing fee	\$ 14.99
	CLEAN SWEEP	Sept 2024 Cleaning - BVM/Speitel	\$ 3,325.00
	COLUMN SOFTWARE PBC	Ad for Sept board meeting notice	\$ 35.12
	ELDER PEST CONTROL	Aug/Sept 2024 Pest svc	\$ 4,356.00
	FEDERAL EXPRESS	Aug/Sept 2024 delivery	\$ 98.22
	GANNETT NY/NJ LOCALiQ	Ad for Sept board meeting notice & FYE 9/2025 professional service RFP's	\$ 177.85
	W.W.GRAINGER	Maint Supplies	\$ 154.84
	HOME DEPOT CREDIT SVCS	Maint Supplies	\$ 579.77
	HD SUPPLY (formerly Home Depot Pro)	Maint Supplies	\$ 3,828.36
	JC'S CUSTOM PAINTING	Vacant unit painting - BVM	\$ 1,175.00
	JOHN SPITZ	Sept 2024 co-pay reimb; Oct 2024 copay reimb	\$ 272.70
	MAX COMMUNICATIONS	Sept 2024 office phone syestem; VPN software license	\$ 637.02
	NATIONAL TENANT NETWORK	Sept 2024 background checks for potential residents	\$ 162.00
	PLUMB PERFECT	Plumbing svcs - PBF	\$ 1,500.00
	ROBINSON & ROBINSON	Eviction filings	\$ 492.00
	SAFE ZONE PLAYGROUNDS	Playground repair - PBF	\$ 1,200.00
	SCHINDLER ELEVATOR	Annual Elevator Svc contract 7/2024 - 6/2025	\$ 5,464.27
	SHERWIN WILLIAMS	Paint supplies	\$ 25.80
	SOUTH JERSEY GLASS & DOOR	Window repair - PBF	\$ 415.00
	SOUTH JERSEY GAS	Sept 2024 gas svc	\$ 1,188.62
	SPECIALTY CLEANING & MAINT	Unit prep for pest control treatment - BVM	\$ 1,075.00
	VERIZON CONNECT	Sept 2024 vehicle tracking subscription	\$ 55.35
	VERIZON	Oct 2024 elevator phone svc - BVM	\$ 180.12
	VINELAND HOUSING AUTHORITY	Sept 2024 ofc/maint coverage; Sept 2024 postage; Oct 2024 mgmt fee & software license fee	\$ 37,093.34
	WALLACE HARDWARE	Maint Supplies	\$ 29.57
	W.B. MASON	Office supplies	\$ 32.58
	WENDY HUGHES	Reimb for NJHMFA Fall 2024 LIHTC training - S Pitts	\$ 545.00
ACH - Transfer	OCEAN CITY HOUSING AUTHORITY	Oct 2024 reserve account deposit	\$ 3,824.00
ACH - Transfer	PNC BANK FEES	Sept 2024 fees	\$ 68.00
	TOTAL October DISBURSEMENTS COCC (cocestur)		\$ 130,611.43
	TOTAL October DISBURSEMENTS BVM/SP OPER ACCT (sturbvm)		\$ -
	TOTAL October DISBURSEMENTS CONSTR ACCT (sturcons)		\$ -
	TOTAL October DISBURSEMENTS PBFAM GEN (pbfamily redevelopment)		\$ 27,390.47
	TOTAL BILL LIST - October 2024		\$ 158,001.90

**OCEAN CITY HOUSING AUTHORITY
BILL LIST - October 2024**

BANK: BAYVIEW/SPEITEL OPERATING (rad_bayview & rad_speitel)			
Check/ACH/Wire #	Vendor	Invoice Notes	Total Amount
	TOTAL October DISBURSEMENTS (sturbvm)		\$ -
BANK: BAYVIEW/SPEITEL CONSTRUCTION (rad_bayview & rad_speitel)			
Check/ACH/Wire #	Vendor	Invoice Notes	Total Amount
	TOTAL October DISBURSEMENTS (sturcons)		\$ -
BANK: PBFAMILY GENERAL FUND (pbfamily)			
Check/ACH/Wire #	Vendor	Invoice Notes	Total Amount
	REFORMA ENVIRONMENTAL	LSRP Environmental Svcs - Pre Dev Draw #16	2,500.00
	BROWN & CONNERY	Legal svcs - Pre Dev Draw #16	16,026.72
	THE BROOKE GROUP	Consulting svcs - Pre Dev Draw #16	8,863.75
	TOTAL October DISBURSEMENTS (sturgen)		\$ 27,390.47

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

**RESOLUTION NO. 2024-54
Resolution Authorizing Payment of Draw #16
Pecks Beach Family Redevelopment**

WHEREAS, the Ocean City Housing Authority through a Shared Services Agreement with the City of Ocean City have committed to the redevelopment of an Authority property known as Peck’s Beach Family; and

WHEREAS, the Ocean City Housing Authority is committed to redeveloping the Peck’s Beach Family property; and

WHEREAS, the funding for the redevelopment Peck’s Family Redevelopment is through a combination of funding through the Ocean City Housing Authority, the City of Ocean City and a tax credit investor;

WHEREAS, the payment to the vendors for this pre-development expense of Peck’s Beach Family 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 #16 in the amount of \$27,287.27 is 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: October 15, 2024

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 October 15, 2024 at the Administrative Offices – 635 West Avenue, 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

October 3, 2024

Re: Payment to Service Providers for Pecks Beach Family Pre-Development Draw 16 from City

Dear Ms. Jones:

The above captioned draw to be paid from Housing Authority funds. The total amount of the draw is \$27,287.27. The Housing Authority will pay the project service providers as follows:

Payee	Address	Draw Amount
Reforma Environmental	P.O. Box 25097 Philadelphia, PA 19147	\$2,500.00
Brown & Connery LLP	360 Haddon Ave., PO Box 539 Westmont, NJ 08108	\$16,026.72
The Brooke Group LLC 209 E Egnor Dr Galloway, NJ 08205	209 E Egnor Drive Galloway, NJ 08205	\$8,863.75
Ocean City Housing Authority	<i>Reimbursement</i>	(\$103.20)
	TOTAL	\$27,287.27

Attached are the following items to back up this disbursement:

- Bank Wire Instructions for Payees
- Copy of Pre-Development Draw #16

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. 2024-55
Resolution Authorizing Contracts with Approved National
Contract Vendors for Contracting Units
Pursuant to N.J.S.A. 52:34-6.2(b)(3)**

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 intends to enter into contracts with the attached Referenced National Contract Vendors 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 attached contracts 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 from those approved national cooperative contracts on the attached list, pursuant to all conditions of the individual contracts; 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: October 15, 2024

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 October 15, 2024 at the Administrative Offices – 635 West Avenue, Ocean City, New Jersey.

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

National Cooperative Contract Vendors

Cooperative Contract Vendors

Contract Information	Vendor	Products\Services	Expiration
OMNIA Partners - US Communities Contract, County of Maricopa, Arizona Contract #16154	HD Supply Facilities Maintenance	Maintenance and Hardware Supplies	12/31/2026
OMNIA Partners - US Communities Contract, Maricopa County, Phoenix, AZ, Contract #16154	Home Depot Pro	Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Products and Services	12/31/2026
Sourcewell - Contract Number: #121923-CDW	CDWG	Technology products and services	2/27/2028
OMNIA Partners - US Communities Contract, County of Fairfax, Virginia Contract #:23-6692-03	Insight Public Sector	Technology Products and Solutions	4/30/2028
Sourcewell Contract #081419-CDW	CDW-G Technology Solutions	Technology products and services	2/27/2028
Sourcewell Contract#: #080620-WEX	Wright Express Financial Services Corp	Fuel Card Services	9/7/2025
OMNIA Partners - US Communities Contract, Prince William County Public Schools, Virginia, Contract 222886	CINTAS	Uniform Services	7/14/2027
Sourcewell - Contract#: 019422-WWG	Grainger	Facilities & Maintenance Repair	11/8/2026
Sourcewell - Contract Number: 101320-WWG	Grainger	Maintenance, Repair and Operations (MRO) Supplies, Parts, Equipment, Materials, and Related Services	11/16/2024
OMNIA - Contract Number: 2018.000207	Grainger	Maintenance, Repair, Operations (MRO) Supplies and Related Services	6/30/2028
OMNIA Partners - US Communities Contract, Prince William County Public Schools, VA Contract#:R-TC-17006	Amazon Business	Online Marketplace for the Purchase of Products and Services	1/18/2028
OMNIA Partners - Contract 02-147	Sherwin Williams	Paint and Related Supplies	4/30/2028
OMNIA Partners- Contract 152610	BradyPlus	Comprehensive Operational and Janitorial Supplies Solutions	5/31/2027
Sourcewell Contract #080420-TKE Thyssenkrupp Elevator	TK Elevator	Elevators, Escalators, and Moving Walks with Related Equipment, Services	8/28/2025
Sourcewell Contract #012320-SCC - Staples	Staples	Office Supplies	4/6/2025
Sourcewell Contract #030421-TIS - Johnson Controls	Johnson Controls	Facility Security Systems	4/22/2025
Sourcewell Contract #070121-JHN - Johnson Controls	Johnson Controls (tyco)	HVAC Systems	8/12/2026
OMNIA Partners - US Communities - Contract Number: R192006 Region 4 ESC	Lowe's	Maintenance, Repair & Operations Supplies and Related Services	3/31/2025
OMNIA Partners - National IPA - Contract Number: 2020002755	Canon	Print Goods and Services	12/15/2030
OMNIA Partners - Contract Number: R200501	Schindler	Elevator Industry Equipment, Repair, Related Products and Services	9/30/2025
OMNIA Partners - US Communities Contract - Contract Number: 4400006642	Carahsoft Software Corp	Technology Products, Solutions and Related Services	4/30/2028
OMNIA Partners - US Communities Contract - Contract #2019001564	KONE	Elevator, Escalator, Chairlift and Platform Lift Maintenance & Repair and Related Services	9/30/2029
OMNIA Partners - US Communities Contract - Contract #R200502	TK Elevator Corp	Elevator Industry Equipment, Repair, Related Products and Services	9/30/2025
OMNIA Partners - US Communities Contract - Contract #R200501	Schindler Group	Elevator Industry Equipment, Repair, Related Products and Services	9/30/2025
OMNIA Partners - US Communities Contract - Contract #2019001563	OTIS	Elevator, Escalator, Chairlift and Platform Lift Maintenance & Repair and Related Services	9/30/2029
OMNIA Partners - US Communities Contract - Contract #R190601	GovDeals	Auctioneer Services and Related Products	1/31/2025
OMNIA Partners - US Communities Contract - Contract #R231004	Shred-it	Document and Media Destruction Services	6/30/2029
Sourcewell Contract #012320-SCC - Staples	Staples	Office Supply Catalog Solutions	4/6/2025
OMNIA Partners - US Communities Contract - Contract #2020002148	Mannington Commercial	Systemwide Flooring	4/14/2030
OMNIA Partners - US Communities Contract - Contract #2020002149	Mohawk Group	Systemwide Flooring	4/14/2023
Sourcewell Contract #031121-DAC - Deere and Company	Deere and Company	Grounds Maintenance Equipment	4/30/2025

Sourcewell Contract #091422-FAS - Fastenal Company	Fastenal Company	Facility MRO	11/8/2026
Sourcewell Contract #070121-HNY - Honeywell	Honeywell	Building Management Systems	8/12/2025
Sourcewell Contract #121919-KII - KI Furniture	KI Furniture	Furniture	2/18/2025
Sourcewell Contract #011322-PIT - Pitney Bowes	Pitney Bowes	Mailing & Shipping Software & Solutions	2/28/2026
Sourcewell Contract #091423-STI - Steelcase	Steelcase	Office, hospital and classroom furniture	12/4/2027
OMNIA Partners - US Communities Contract - Contract #2019001568	Lerch Bates Inc.	Elevator Services, Repair, Maintenance, Inspection/Testing, Parts, and Modernization	9/30/2029
OMNIA Partners - US Communities Contract - Contract #3341	Trane	HVAC Products, Installation, Labor Based Solutions, and Related Products and Services	8/31/2032
OMNIA Partners - US Communities Contract - Contract #22601702	Panasonic	Mobile Computing Solutions Including Ruggedized Laptops, Tablets, Accessories and Related Technology Products and Services	4/13/2028
Sourcewell Contract #091423-TKN - Teknion	Teknion	Public Sector & Education Furnishings	12/4/2027
OMNIA Partners - US Communities Contract - Contract #R211402	Global Industrial	Warehousing, Material Handling and Production Support	11/30/2026
OMNIA Partners - US Communities Contract - Contract #R191802	Allsteel	Furniture, Installation and Related Services	4/30/2025
OMNIA Partners - US Communities Contract - Contract #R191819	Enwork	Furniture, Installation and Related Services	4/30/2025
OMNIA Partners - US Communities Contract - Contract #R200601	Sunbelt Rentals	Equipment and Tool Rental Services	10/31/2025
OMNIA Partners - US Communities Contract - Contract #2017000280	Advance Auto Parts	Automotive Parts & Supplies	6/30/2024
OMNIA Partners - US Communities Contract - Contract #R211201	AutoZone	Automotive Parts & Supplies	12/31/2026
OMNIA Partners - US Communities Contract - Contract #R220201	Burke	Playground Systems, Installation, Service and Related Items	4/30/2027
OMNIA Partners - US Communities Contract - Contract #R220202	Play & Park Structures	Playground Systems, Installation, Service and Related Items	4/30/2027
OMNIA Partners - US Communities Contract - Contract # 20469	Exmark	Tractors, Mowers, and Other Equipment, Parts, and Services	5/14/2027
Sourcewell Contract # - 091422	Grainger	Facility MRO Solution, PPE Safety supplies	11/8/2026
Sourcewell Contract # - 101320-WWG	Grainger	Janitorial Supplies	11/16/2024
Sourcewell Contract # - RFP#101223-I-PRO	I-Pro Americas Inc	Public Safety Surveillance	2/21/2024
Educational Services Commission of New Jersey - BID: ESCNJ 22/23-23	All-Risk	Disaster Recovery Services	11/15/2024
Educational Services Commission of New Jersey - BID: ESCNJ/AEPA-22G	CDWG	Technology - Supplies & Services	6/30/2025
Educational Services Commission of New Jersey - BID: ESCNJ 22/23-15	HD Supply Facilities Maintenance	Maintenance Equipment	1/22/2025
Educational Services Commission of New Jersey - BID: ESCNJ 22/23-08	Various	Furniture & Accessories	7/1/2025

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

**Resolution #2024-56
Resolution Authorizing Contracts with Approved State
Contract Vendors for Contracting Units
Pursuant to N.J.S.A. 40A:11-12a**

WHEREAS, the Ocean City Housing Authority, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

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

WHEREAS, the Ocean City Housing Authority intends to enter into contracts with the attached Referenced State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts; and

WHEREAS, the Ocean City Housing Authority may through the use of the attached contracts 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 from those approved New Jersey State Contract Vendors on the attached list, pursuant to all conditions of the individual State contracts; 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: October 15, 2024

VOTE:

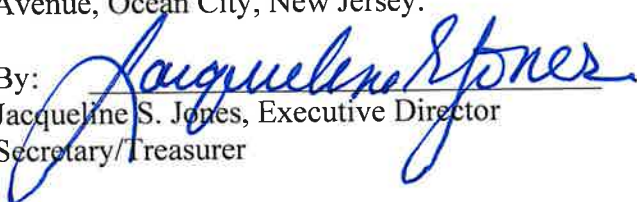
Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					✓
Commissioner McCall	✓				✓	
Commissioner Jackson				✓		
Commissioner Henry	✓					
Commissioner Mumman	✓					
Commissioner Broadley				✓		
Chairman Barr	✓					

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 October 15, 2024 at the Administrative Offices – 635 West Avenue, Ocean City, New Jersey.

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

NJ State Contract Vendors

Contract Information	Vendor	Products\Services	Expiration
NJ State Contract #:24-TELE-71883	DELL MARKETING LP	M0483 - COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES	6/30/2025
NJ State Contract #:20-TELE-01510	DELL MARKETING LP	SOFTWARE LICENSE & RELATED SERVICES	5/24/2026
NJ State Contract #:20-TELE-01511	CDW GOVERNMENT LLC	Software Reseller Services	5/24/2026
NJ State Contract #:22-TELE-05441	VERIZON WIRELESS	WIRELESS DEVICES AND SERVICES	8/11/2029
NJ State Contract #:24-COMG-78752	W B MASON CO INC	T0052 Office Supplies and Recycled Copy Paper Statewide	2/28/2027
NJ State Contract #:88692	MARLEE CONTRACTORS	HVAC, REFRIGERATION AND BOILER SERVICES	10/31/2024
NJ State Contract #:21-FOOD-01747	PEMBERTON ELECTRICAL SUPPLY CO	ELECTRICAL EQUIPMENT AND SUPPLIES	9/30/2025
NJ State Contract #:23-FOOD-50947	PEMBERTON ELECTRICAL SUPPLY CO	T2419 Electrical Equipment, Supplies, Light Poles, and Luminaries with Associated Lamps	7/31/2026
NJ State Contract #:23-FOOD-47763	FRANK MAZZA AND SON	CARPET/FLOORING SUPPLY&INSTALL	6/30/2025
NJ State Contract #:40823	Creston Hydraulics Inc.	T0126 - OEM & NON-OEM MAINTENANCE & REPAIR SERVICES FOR LIGHT/MEDIUM DUTY VEHICLES	3/17/2025
NJ State Contract #:88272	Creston Hydraulics Inc.	T0085 - SNOW PLOW PARTS, AND GRADER AND LOADER BLADES	1/19/2025
NJ State Contract #: 43029	Laurel Lawn Mower	PARTS AND REPAIRS FOR LAWN AND GROUNDS EQUIPMENT	2/16/2025
NJ State Contract #:19-FLEET-00677	Grainger	M0002 CUSTOM ORDERS Facilities Maintenance and Repair & Operations (MRO) and Industrial Supplies	12/31/2024
NJ State Contract #:19-FLEET-00566	Grainger	Facilities Maintenance and Repair & Operations (MRO) and Industrial Supplies	12/21/2024
NJ State Contract #: 43037	Central Jersey Equipment	T2187 - PARTS AND REPAIRS FOR LAWN AND GROUNDS EQUIPMENT	2/16/2025
NJ State Contract #: 43022	Cherry Valley Tractor Sales	T2187 - PARTS AND REPAIRS FOR LAWN AND GROUNDS EQUIPMENT	2/16/2025
NJ State Contract #: 21-FLEET-03204	Jet Vac Equipment	T3117 12 YD. COMBINATION SEWER CLEANER & VACUUM MANHOLE CLEANER	1/4/2025

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

RESOLUTION NO. 2024-57

Award Contract for LSRP Services for Redevelopment of Pecks Beach Family

WHEREAS, the Ocean City Housing Authority solicited Requests for Quotes for LSRP Services for the redevelopment of Pecks Beach Family; and

WHEREAS, this is a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, three quotes were submitted and reviewed; and

WHEREAS, the lowest most responsible quote in the amount of \$16,500 was received from Reforma Environmental, PO Box 25097, Philadelphia, PA 19147; and,

WHEREAS, a Change Order in the amount of \$14,200 is required to complete a Phase II ESA\SI Report; and

WHEREAS, Reforma Environmental has completed and submitted a Political Contributions Disclosure form which certifies that Reforma Environmental has not made any reportable contributions to a political or candidate committee in the City of Ocean City in the previous year, and the contract will prohibit Reforma Environmental from making any reportable contributions through the term of the contract; and

WHEREAS, the Ocean City Housing Authority recommends its Board of Commissioners to award contract to Reforma Environmental in the amount not to exceed \$30,700 per the quote and change order attached hereunto; and

WHEREAS, the Ocean City Housing Authority has funding available for this expenditure (see attached certification); and,

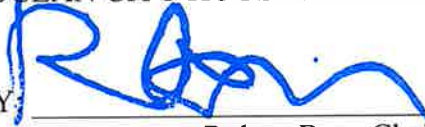
NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby authorizes its executive director or his designee to award Reforma Environmental for LSRP Services for the redevelopment of Pecks Beach Family.

ADOPTED: October 15, 2024

VOTE:

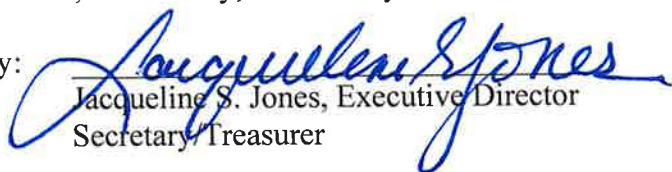
Commissioner	Yes	No	Abstain	Absent	Motion	Second
Vice Chairman Halliday	✓					
Commissioner McCall	✓				✓	
Commissioner Jackson				✓		
Commissioner Henry	✓					
Commissioner Mumman	✓					✓
Commissioner Broadley				✓		
Chairman Barr	✓					

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 October 15, 2024 at the Administrative Offices – 635 West Avenue, Ocean City, New Jersey.

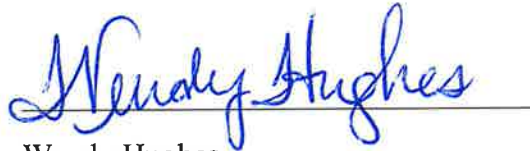
By: 
Jacqueline S. Jones, Executive Director
Secretary/Treasurer

CERTIFICATION

Funding is available for:

LSRP Services for Redevelopment of Pecks Beach Family

from the Pecks Beach Pre Development funding from the City of Ocean City. The line item to be charged for the above expenditure is Account # 1405-00-000 (Construction in Progress).



Wendy Hughes

Certifying Financial Officer

10/15/24

Date



September 20, 2023

Jacqueline Jones, Executive Director
Ocean City Housing Authority
204 4th Street
Ocean City, NJ 08226
c/o: Rick Ginnetti, The Brooke Group, LLC

**RE: LSRP ENVIRONMENTAL SERVICES PROPOSAL
PECK'S BEACH VILLAGE REDEVELOPMENT - 1ST PHASE
320-342 HAVEN AVENUE (BLOCK 310, LOT 14)
345 HAVEN AVENUE (BLOCK 309, LOT 1)
325-343 HAVEN AVENUE (BLOCK 309, LOT 2)
401-433 HAVEN AVENUE (P/O BLOCK 409, LOT 1)
416-444 HAVEN AVENUE (P/O BLOCK 410, LOT 12)
OCEAN CITY, NJ**

Dear Rick:

Reforma Environmental LLC ("Reforma") has prepared this proposal to provide **The Ocean City Housing Authority ("Client")** Licensed Site Remediation Professional (LSRP) services relative to the above referenced properties (hereinafter collectively identified as "Site"). Reforma understands that the Site is ~3.85 acres in size, is currently composed of undeveloped, vacant land, Type II residential structures, and an Ocean City Housing Authority support office. Further, we understand that the Site is proposed to be razed and redeveloped with 15 Type II residential structures, one community building, and associated infrastructure improvements.

BACKGROUND

Based on the results of previous investigations conducted by Carter Geoscience LLC ("Carter Geoscience") as documented in a June 27, 2023 *Limited Phase II Environmental Site Assessment (ESA) Investigation*, one contaminated area of concern (AOC) is present on the Site. The AOC is summarized below.

AOC-1: Historic Fill

The Site is within the boundaries of historic fill as mapped by the New Jersey Department of Environmental Protection (NJDEP). Accordingly, Carter Geoscience collected and analyzed 11 soil samples of the shallow historic fill material observed on the Site. The results of the investigation indicated that various metals and semi-volatile organic compounds, consistent with historic fill, were present in the material at concentrations above the NJDEP's Soil Remediation Standards (SRS). Carter Geoscience recommended remediating the historic fill material via the establishment of Site-wide institutional and engineering controls (i.e., a deed notice and cap).

Additionally, Carter Geoscience identified and investigated one additional AOC: Trolley Spur. Nine soil samples were collected and analyzed for polychlorinated biphenyls (PCBs) in order to evaluate impacts to the Site associated with the Trolley Spur AOC. PCBs were not reported at concentrations above the most stringent NJDEP SRS in any soil samples analyzed. Carter Geoscience recommended no further investigations relative to the Trolley Spur AOC.

Reforma has developed the following scope of services to document the construction of the Site engineering controls and prepare the requisite NJDEP forms and reports to establish the appropriate institutional controls and demonstrate the remediation of the historic fill AOC in support of the issuance of a Response Action Outcome (RAO).

SCOPE OF SERVICES

Reforma will implement a multi-tasked approach in pursuit of a RAO. The following tasks are proposed:

- TASK 1 – NJDEP ADMINISTRATIVE REQUIREMENTS/COORDINATION**
- TASK 2 – REMEDIAL ACTION WORKPLAN (RAW)**
- TASK 3 – ENGINEERING CONTROL CONSTRUCTION COORDINATION/CONFIRMATION**
- TASK 4 – DEED NOTICE**
- TASK 5 – CLASSIFICATION EXCEPTION AREA (CEA)**
- TASK 6 – REMEDIAL ACTION REPORT (RAR)**
- TASK 7 – REMEDIAL ACTION PERMIT (RAP) FOR SOIL APPLICATION**
- TASK 8 – RAO**
- TASK 9 – PHASE I ESA/PRELIMINARY ASSESSMENT (PA) (IF REQUIRED)**

Each of the above tasks is summarized below.

Task 1 – NJDEP Administrative Requirements/Coordination

The following tasks will need to be conducted in order to open and track the remediation of the Site in accordance with the NJDEP Site Remediation Program.

NJDEP Program Interest (PI) Number Creation

A PI number is a Site-specific and program-specific number that the NJDEP assigns to properties in its programs. Reforma will complete and submit a Case Creation Request Form in order to generate a PI number for the Site. The PI number will be used to track the remediation of the Site.

LSRP Retention

The NJDEP requires that *Notification of LSRP Retention* be completed via the NJDEP Online Business Portal. Marc Chartier will complete the requisite form via the NJDEP Online Business Portal.

Annual Remediation Fee Calculation

The NJDEP requires that an Annual Remediation Fee Reporting Form be completed via the NJDEP Online Business Portal. Mr. Chartier will complete the requisite form via the NJDEP Online Business Portal. The annual fee for a Category 1 Site (i.e., properties with 1 contaminated AOC) is **\$935**. The fee will be in effect and payable to the NJDEP on an annual basis until a RAO is issued by the LSRP. **The Annual Remediation Fee will need to be paid directly to the NJDEP by the Client and is not included in Reforma's fee.**

Public Notification

The NJDEP requires public notification of properties undergoing remediation in New Jersey to be conducted by either:

- 1) Posting a sign on the Site, or
- 2) Sending letters to property owners within 200 feet of the Site

Reforma will conduct notification activities on behalf of the Client via either of the above methods. Our level of effort is comparable for both approaches, however, based on the location of the Site and nearby Site usage, the most efficient notification method would be posting a sign. Reforma will prepare a sign with the requisite language; Reforma has assumed that the Client will post the sign in a visible location on the Site.

Task 2 – RAW

Reforma will outline the proposed remedial actions in a RAW in accordance with the NJDEP *Technical Requirements for Site Remediation*. The RAW will include the following information:

- A summary of the findings and recommendations from previous investigations, AOCs, and contaminants of concern
- A description of the remedial action and the remedial technology to be implemented
- Identification of applicable remediation standards
- A plan to evaluate the effectiveness of the remedial action
- A list of required permits
- A fill use plan
- The proposed remedial schedule

Task 3 – Engineering Control Construction Coordination/Confirmation

Reforma understands that the entire Site is proposed to be capped in accordance with the NJDEP's *Presumptive and Alternative Remedy Technical Guidance Document*, dated February 2018. Accordingly, Reforma will work with the Client and its civil engineer to review material importation and exportation activities and ensure that the appropriate cap materials are constructed. Upon completion of the construction of the Site engineering controls (i.e., the cap), Reforma will inspect the Site cap and document existing cap construction on a Site plan for inclusion in the deed notice and RAR (see Tasks 4 and 6, respectively).

Task 4 – Deed Notice

Upon confirmation of an acceptable Site cap (Task 3), Reforma will prepare the appropriate deed notice documentation and file a deed notice with Cape May County on behalf of the Client. **Reforma has accounted for a \$300 deed notice filing fee.**

Task 5 – CEA

Reforma will complete and submit a CEA Factsheet to the NJDEP to establish the appropriate institutional controls for historic fill-impacted groundwater, which is assumed to be present regionally and Site-wide. No RAP or groundwater monitoring will be required for the historic fill CEA.

Task 6 – RAR

Reforma will document the remedial actions and establishment of the institutional and engineering controls, as outlined in Tasks 3 through 5, in a RAR in accordance with the NJDEP *Technical Requirements for Site Remediation*. The RAR will include the following information:

- A summary of the Site's history and regulatory status
- The physical setting, topography, and regional/local geology and hydrogeology
- Documentation of the presence or installation of appropriate engineering controls
- Documentation of the filing of the deed notice and CEA
- A summary of the restrictions associated with the deed notice and the CEA
- A monitoring and maintenance plan for the deed notice/soil restricted area
- A receptor evaluation
- Applicable electronic data deliverable packages
- Completed NJDEP reporting forms
- Conclusions and support for the issuance of a Restricted Use RAO

Task 7 – RAP for Soil Application

Reforma will prepare a RAP for Soil Application for submission to the NJDEP concurrent with the RAR (Task 6). The RAP Application will include a copy of the final RAR and the filed deed notice and will detail the proposed Site restrictions and associated monitoring and maintenance plan. **The NJDEP Soil RAP Application fee of \$1,430 is included in this task.**

Task 8 – RAO

Upon receipt of the RAP from the NJDEP, Mr. Chartier will issue a Restricted Use RAO for the historic fill AOC. The RAO will render the opinion that the historic fill AOC has been remediated in accordance with applicable regulations. Copies of the RAO will be submitted to the appropriate agencies by Reforma on behalf of the Client.

Note: if Task 9 is conducted prior to issuance of the RAO, and no additional RECs or AOCs are identified in connection with the Site, the RAO would cover the "entire Site", not just the historic fill AOC.

Task 9 – Phase I ESA/PA (If Required)

If required/requested, Reforma will conduct an environmental assessment of the Site in accordance with ASTM E1527-21: *Standard Practice for ESAs: Phase I ESA Process* and the NJDEP *Technical Requirements for Site Remediation*. The purpose of the Phase I ESA is to determine if recognized environmental conditions (RECs), controlled RECs (CRECs), historical RECs (HRECs), or business environmental risks (BERs), as defined by ASTM E1527-21, are present on, or in connection with, the Site. The purpose of the PA is to identify AOCs in connection with the Site.

The environmental assessment will consist of research and review of Site history; research and review of regulatory issues pertaining to the Site from municipal and/or state records; a Site reconnaissance; meetings/discussions with personnel familiar with Site operations; and the preparation of a Phase I ESA/PA Report.

SCHEDULE

Reforma is prepared to begin working on this project upon receipt of notice to proceed and will endeavor to complete the work in accordance with your scheduling needs. A general/estimated schedule is provided below. This schedule is based on receipt of notice to proceed before the end of October 2023. If notice to proceed is granted after October 2023, the schedule will be adjusted accordingly.

<u>Task</u>	<u>Estimated Completion Date</u>
Task 1	November 2023
Task 2	November 2023
Task 3	As necessary
Task 4	TBD*
Task 5	November 2023
Task 6	TBD**
Task 7	TBD**
Task 8	TBD***
Task 9	One month from authorization

*To be determined: approximately one month after the Site cap has been constructed.

**To be determined: approximately two months after the Site cap has been constructed.

***To be determined: approximately one week after receipt of RAP for Soil from the NJDEP.

FEE

Reforma proposes to perform the scope of services for a lump sum fee of **\$14,000**. A breakdown of the fee on a per-task basis is as follows:

Task 1 – NJDEP Administrative Requirements/Coordination	\$1,000
Task 2 – RAW	\$2,000
Task 3 – Engineering Control Construction Coordination/Confirmation	\$2,800
Task 4 – Deed Notice	\$1,500
Task 5 – CEA Establishment	\$1,200
Task 6 – RAR	\$1,500
Task 7 – RAP for Soil Application	\$3,000
Task 8 – RAO	\$1,000
Task 9 – Phase I ESA/PA (If Required)	\$2,500

ASSUMPTIONS

The scope, schedule, and fees documented herein are based on the following assumptions:

- Unrestricted access to the Site will be provided on the dates and times requested.
- The Phase I ESA/PA will not be required. If it is required, the project fee will increase by **\$2,500**.
- No drilling, sample collection, laboratory analysis, etc. will be required.
- No fees or fines are accounted for in this proposal, with the exception of the RAP for Soil Application and deed notice filing fee.
- The cap will be installed across the entire Site by the Client in accordance with the NJDEP's *Presumptive and Alternative Remedy Technical Guidance Document*.
- The project will proceed uninterrupted and without delay based on the schedule provided in this proposal or as arranged prior to project initiation.
- Client deliverables will be submitted as PDFs via email or file sharing services. If original hardcopies are required, additional fees may be incurred.

BILLING AND PAYMENT

An invoice for professional services completed will be presented for payment monthly. Invoices are due within 30 days. The Client acknowledges that the method of billing and payment has been discussed in detail, that the terms agreed upon can only be changed by a written addendum agreed to by both parties, and that work may be stopped until payment is made in accordance with the agreement.

TERMS AND CONDITIONS

Reforma's General Terms and Conditions are attached hereto and are considered a part of this proposal. The Client indicates by the execution of this proposal that they have reviewed and understand the General Terms and Conditions.

Thank you for affording us the opportunity to work with you on this project. If you have any questions, please contact us.

Sincerely,

REFORMA ENVIRONMENTAL LLC

Marc Chartier

Digitally signed by Marc Chartier
DN: C=US,
E=marc@reformaenv.com,
O=Reforma Environmental LLC,
CN=Marc Chartier
Date: 2023.09.20 13:58:59-04'00'

Marc Chartier, PG, LSRP
Principal

Attachment

Please indicate your acceptance of this proposal by signing and returning a copy as our authorization to proceed. In signing this proposal, the Client authorizes Reforma to complete the professional services outlined in this proposal in accordance with the attached terms and conditions.

ACCEPTED BY:

(Authorized Representative of the Client)

(Print Name & Title)

(Date)

G:\My Drive\PROPOSALS\The Brooke Group - Ocean City



REFORMA ENVIRONMENTAL LLC GENERAL TERMS & CONDITIONS

1. Unless withdrawn sooner, proposals are valid for 180 days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Reforma Environmental LLC ("Reforma") or any Reforma subsidiary or affiliate. Client agrees not to use or to disclose to third parties any technical or pricing information without Reforma's written consent.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Reforma to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, then the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.
4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Reforma may suspend services and refuse to release work on this Agreement or any other agreement between Client and Reforma until Client has paid all amounts due. Unless Reforma receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Reforma to collect payment.
5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Reforma are instruments of Reforma's services, and as such are and shall remain Reforma's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Reforma's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Reforma from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. The proposed fees and schedule constitute Reforma's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually.
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and

expendable materials and supplies purchased specifically for the Project. A 10 percent administrative and handling charge will be added to client reimbursable expenses.

9. Client's termination of this Agreement will not be effective unless Client gives Reforma seven days prior written notice with accompanying reasons and details, and affords Reforma an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Reforma incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Reforma incurred for commitments made prior to cancellation.
10. Reforma will maintain at its own expense Professional Liability insurance.
11. Neither the Client nor Reforma shall assign this Agreement without the written consent of the other.
12. Reforma does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Reforma will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Reforma cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
13. Reforma will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
14. CLIENT AND REFORMA HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS REFORMA'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, REFORMA'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY REFORMA UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, REFORMA'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.

IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, REFORMA AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.

15. Client shall make no claim against Reforma unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
16. If required under the scope of services, Reforma shall visit the Project site to become generally familiar with the progress and quality of the work for which Reforma prepared contract documents, and Reforma shall not make exhaustive or continuous onsite inspections. Reforma's services do not include supervision or direction of the contractor's work. Observation by Reforma field representatives shall not excuse the contractor for defects or omissions in its work. Reforma shall not control construction means, methods, techniques, sequences, or

procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.

17. If Client does not retain Reforma to render construction phase services, then Client waives any claim it may have against Reforma and agrees to indemnify, defend, and hold harmless Reforma from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Reforma's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Reforma's plans and specifications.
18. Unless and until a court determines that Reforma's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Reforma's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Reforma and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Reforma under this paragraph, Reforma shall have the right to select its attorneys.
19. Client agrees to pay reasonable expert witness fees if Reforma or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
20. Unless otherwise provided in this proposal, Reforma shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
21. Client and Reforma waive consequential damages arising out of this Agreement.
22. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
23. Both Reforma and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.

REFORMA

ENVIRONMENTAL

September 23, 2024

Ron Miller
Director of Affordable Housing
Ocean City Housing Authority
204 4th Street
Ocean City, NJ 08226

**RE: ADDITIONAL SERVICES REQUEST #1
PHASE II ENVIRONMENTAL SITE ASSESSMENT/SITE INVESTIGATION
PECK'S BEACH VILLAGE REDEVELOPMENT
320-342 HAVEN AVENUE (BLOCK 310, LOT 14)
325-343 HAVEN AVE. (BLOCK 309, LOT 2)
OCEAN CITY, NJ**

Dear Ron:

Reforma Environmental LLC ("Reforma") has prepared this proposal to conduct a Phase II Environmental Site Assessment (ESA)/Site Investigation (SI) for the **Ocean City Housing Authority ("Client")** pertaining to suspect historical operations at the referenced properties (collectively "Site"). The Site is a portion of the Pecks Beach Village Redevelopment project. The investigation will be conducted in accordance with the ASTM International *Standard Practice for ESAs: Phase II ESA Process* (ASTM E1903-19) and the New Jersey Department of Environmental Protection (NJDEP) *Technical Requirements for Site Remediation*.

BACKGROUND

As documented in Reforma's September 23, 2024 *Phase I ESA* for the entire Pecks Beach Village Redevelopment project, the following **Recognized Environmental Condition (REC)** was identified on the Site:

- **Former Dry Cleaning and Dyeing Operations:** A city directory listing from 1924 identifies 336 Haven Ave. as Ocean City Dry Cleaning Establishment. The listing from 1928 identifies 337 Haven Ave. as Ocean City Dry Cleaning & Dyeing Establishment. Although there is a discrepancy in addresses, both of the listed addresses are within the Site parcel range. Historical dry cleaning and dyeing operations are considered a **REC** because they involved the usage of chlorinated VOCs, which could have been released and impacted the environment historically.

Additionally, Reforma identified the following **BER** on the Site in our *Phase I ESA*:

- **Former Subject Property Structures:** Based on review of historical aerial photographs and Sanborn Fire Insurance Maps, various residential and commercial structures were historically present on the Site prior to its current configuration. The presence of former structures and absence of information regarding specific usage, heating, or wastewater disposal at the Site constitutes a **BER**. More specifically, the **BER** is associated with specific historical Site operations and associated potential underground storage tanks (USTs) that may be (or may have been) present on the Site.

Based on the results of our *Phase I ESA*, we have developed the following scope of work.

SCOPE OF SERVICES

Our scope of services is composed of the following tasks:

TASK 1 – GEOPHYSICAL SURVEY

TASK 2 – SOIL AND GROUNDWATER INVESTIGATION

TASK 3 – PHASE II ESA/SI REPORT

Each of the above tasks is detailed below.

Task 1 – Geophysical Survey

A geophysical survey will be conducted to identify evidence of USTs or other suspect anomalies associated with the former structures **BER**, as well as to clear utilities near soil borings proposed to be advanced as part of the scope of services outlined in **Task 2**. The geophysical survey will employ electromagnetic (EM) and ground penetrating radar (GPR) instrumentation.

EM surveying operates in accordance with the theory of EM induction. The conductivity of the soil or buried materials is determined by measuring the response of the ground to an induced magnetic field. Eddy currents generated by the EM unit create a secondary magnetic field in the subsurface from which different components of the EM field can be measured. A non-destructive GPR investigation will be performed in conjunction with the EM survey by traversing the area to further evaluate EM anomalies.

Task 2 – Soil and Groundwater Investigation

Reforma proposes to evaluate potential impacts to the Site associated with the suspect historical operations identified in our *Phase I ESA* by completing a soil boring and sampling program. A summary of the proposed investigation is provided in the matrix below.

REC	# OF BORINGS (MAX DEPTH)	# OF SOIL SAMPLES/ GROUNDWATER SAMPLES	ANALYTICAL PARAMETERS
Former Dry Cleaning and Dyeing Operations	6 (20' below grade)	6/6	Volatile Organic Compounds

Soil borings will be advanced to a total depth of up to 20' below grade via a direct-push hydraulically operated Geoprobe drill rig. Soil boring locations will be biased towards 336 and 337 Haven Ave., the nearby Site boundaries, as well as any anomalies that may be identified during **Task 1**.

Extracted soils will be field screened via a photoionization detector (PID). One discrete soil sample will be collected from each soil boring location at the 6-inch interval which exhibits the greatest PID readings and/or other evidence of impacts (e.g., staining, odors, etc.). If no evidence of impact is observed, the soil samples will be collected at the depth consistent with the soil/groundwater interface.

In order to evaluate groundwater conditions, Reforma will install and sample a temporary groundwater monitoring point (TGMP) in each of the six soil borings. The TGMPs will be constructed of 1" diameter PVC and will be set to an approximate depth of 20' below grade, depending on the depth to groundwater as observed during the installation activities; the bottom 10' of each TGMP will be screened for sample collection.

Upon installation of the TGMPs, they will be purged with a peristaltic pump and groundwater samples will be collected using dedicated bailers. After collection of the groundwater samples, the TGMPs will be removed, and the soil borings will be backfilled with drill cuttings and bentonite pellets.

Non-dedicated sampling equipment will be decontaminated with a phosphate-free detergent (alconox). For quality assurance purposes, Reforma will collect one rinsate blank sample, which will be analyzed for volatile organic compounds.

Samples will be containerized in laboratory-prepared glassware with appropriate preservatives and stored in a cooler with ice. Upon completion of the subsurface investigation, the samples will be transported under proper chain of custody to a NJDEP-certified laboratory for analyses as prescribed above using approved United States Environmental Protection Agency methods.

Task 3 – Phase II ESA/SI Report

Reforma will document the results of **Task 1** and **Task 2** in a Phase II ESA/SI Report. The Phase II ESA/SI Report will include the following items:

- A summary of previous environmental investigations
- A summary of the geophysical survey results
- Soil boring logs
- Documentation of sample collection activities
- A plan showing sampling locations
- A comparison of soil and groundwater analytical results to the applicable NJDEP Soil Remediation Standards, Groundwater Quality Standards, and Vapor Intrusion Screening Levels
- Recommendations for further investigations and/or actions, as applicable

SCHEDULE

Reforma is prepared to begin work on this project upon receipt of written notice to proceed and will complete the work within **one month** of receipt of notice to proceed. This schedule is based on assumptions noted throughout this proposal.

FEE

Reforma will complete the scope of services for a lump sum fee of **\$14,200**.

ASSUMPTIONS

The scope, schedule, and fees detailed herein are based on the following assumptions:

- Access to the Site will be available on the requested time and date of the investigation.
- The project will proceed uninterrupted and without delay based on the schedule provided in this proposal or as arranged prior to project initiation.
- Client deliverables will be electronic/PDF. If hardcopy deliverables are required, additional fees may be incurred.

BILLING AND PAYMENT

An invoice will be provided upon completion of the scope of services and is due upon receipt. The Client acknowledges that the method of billing and payment has been discussed in detail, that the terms agreed upon can only be changed by a written addendum agreed to by both parties, and that work may be stopped until payment is made in accordance with the agreement.

TERMS AND CONDITIONS

Reforma's General Terms and Conditions are attached hereto and are considered a part of this proposal. The Client indicates by the execution of this proposal that they have reviewed and understand the General Terms and Conditions.

Thank you for your consideration. If you have any questions, please contact us.

Sincerely,

REFORMA ENVIRONMENTAL

Marc Chartier 
Digital signed by Marc Chartier
DN: cn=Marc Chartier, o=Reforma Environmental LLC
Date: 2024.09.23 14:03:36-0400

Marc Chartier, PG, LSRP
Principal

Attachment

- cc: Jacqueline Jones, Ocean City Housing Authority
- Diana Morales, Ocean City Housing Authority
- Rick Ginnett, The Brooke Group
- Charlie Lewis, The Brooke Group

Please indicate your acceptance of this proposal by signing and returning a copy as our authorization to proceed. In signing this proposal, the Client authorizes Reforma to complete the professional services outlined in this proposal in accordance with the attached terms and conditions.

ACCEPTED BY:

(Authorized Representative of the Client)

(Print Name & Title)

(Date)



REFORMA ENVIRONMENTAL LLC GENERAL TERMS & CONDITIONS

1. Unless withdrawn sooner, proposals are valid for 180 days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Reforma Environmental LLC ("Reforma") or any Reforma subsidiary or affiliate. Client agrees not to use or to disclose to third parties any technical or pricing information without Reforma's written consent.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Reforma to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, then the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.
4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Reforma may suspend services and refuse to release work on this Agreement or any other agreement between Client and Reforma until Client has paid all amounts due. Unless Reforma receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Reforma to collect payment.
5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Reforma are instruments of Reforma's services, and as such are and shall remain Reforma's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Reforma's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Reforma from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. The proposed fees and schedule constitute Reforma's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually.
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and

expendable materials and supplies purchased specifically for the Project. A 10 percent administrative and handling charge will be added to client reimbursable expenses.

9. Client's termination of this Agreement will not be effective unless Client gives Reforma seven days prior written notice with accompanying reasons and details, and affords Reforma an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Reforma incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Reforma incurred for commitments made prior to cancellation.
10. Reforma will maintain at its own expense Professional Liability insurance.
11. Neither the Client nor Reforma shall assign this Agreement without the written consent of the other.
12. Reforma does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Reforma will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Reforma cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
13. Reforma will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
14. CLIENT AND REFORMA HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS REFORMA'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, REFORMA'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY REFORMA UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, REFORMA'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.

IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, REFORMA AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.

15. Client shall make no claim against Reforma unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
16. If required under the scope of services, Reforma shall visit the Project site to become generally familiar with the progress and quality of the work for which Reforma prepared contract documents, and Reforma shall not make exhaustive or continuous onsite inspections. Reforma's services do not include supervision or direction of the contractor's work. Observation by Reforma field representatives shall not excuse the contractor for defects or omissions in its work. Reforma shall not control construction means, methods, techniques, sequences, or

procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.

17. If Client does not retain Reforma to render construction phase services, then Client waives any claim it may have against Reforma and agrees to indemnify, defend, and hold harmless Reforma from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Reforma's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Reforma's plans and specifications.
18. Unless and until a court determines that Reforma's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Reforma's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Reforma and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Reforma under this paragraph, Reforma shall have the right to select its attorneys.
19. Client agrees to pay reasonable expert witness fees if Reforma or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
20. Unless otherwise provided in this proposal, Reforma shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.
21. Client and Reforma waive consequential damages arising out of this Agreement.
22. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
23. Both Reforma and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.
24. As required by law, Reforma, or its subcontractor, will obtain a utility markout from 811 - or equivalent State service - prior to conducting earthwork. In some instances, markouts of utilities are only identified within the public right-of-way adjacent to the property or not identified at all. Water, sewer, sprinkler lines, underground storage tanks, electrical lines, etc. installed by the property owner are often not identified by the public markout system (i.e., 811). It is the Client or property owner's responsibility to identify the location of any utilities within the limits of proposed work not marked by the public markout system. Reforma assumes no responsibility for the location of or damage to underground utilities or equipment not clearly marked out prior to commencement of professional services at the site.

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

RESOLUTION NO. 2024-58

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE
NECESSARY ACTIONS AND TO EXECUTE LEGALLY REQUIRED DOCUMENTS IN
SUPPORT OF THE OCEAN CITY HOUSING AUTHORITY'S APPLICATION FOR
THE RECEIPT OF FUNDING FROM THE NEW JERSEY HOUSING AND
MORTGAGE FINANCE AGENCY AND IN CONNECTION WITH
THE PECK'S BEACH FAMILY CONSTRUCTION**

WHEREAS, the Ocean City Housing Authority (OCHA) has devoted substantial efforts toward the construction of a 60-unit affordable rental development for families on a portion of the Peck's Beach site (the "Peck's Beach Construction");

WHEREAS, over the last several years, the OCHA Board of Commissioners has adopted multiple Resolutions in connection with the Peck's Beach Construction;

WHEREAS, on September 12, 2024, the OCHA Board of Commissioners adopted Resolution No. 2024-52, authorizing the award of a contract for the Peck's Beach Construction (the "General Contract");

WHEREAS, the aforementioned Resolution No. 2024-52 provides, among other things, that the General Contract and the Peck's Beach Construction are contingent upon the OCHA's receipt of sufficient funding from various sources, including from the New Jersey Housing Mortgage Finance Agency ("HMFA");

WHEREAS, in furtherance of the General Contract and the Peck's Beach Construction, the OCHA has filed an financing application with the HMFA for the receipt of funding from the HMFA Affordable Production Fund ("HMFA Financing Application");

WHEREAS, in connection with the HMFA Financing Application, it is anticipated that the OCHA will be required to execute and submit various time-sensitive documents to the HMFA including an amendment(s) to the General Contract as necessary to comply with HMFA technical requirements ("HMFA Application Documents");

WHEREAS, pursuant to New Jersey law, the OCHA Executive Director also serves as the OCHA Secretary and Treasurer;

WHEREAS, given the time-sensitive nature and required submission of the HMFA Application Documents, the OCHA's best interests will be served if the Executive Director has the authority to take all necessary actions in support of the HMFA Financing Application including, but not limited to, executing the HMFA Application Documents;

WHEREAS, prior to executing and submitting any HMFA Application Documents, the Executive Director will consult with OCHA General Counsel and other OCHA consultants hired in connection with the Peck's Beach Construction; and

WHEREAS, subsequent to executing and submitting any HMFA Application Documents, and at the next scheduled Board of Commissioners meeting, the Executive Director and/or her designee(s) will advise the Board of Commissioners of any HMFA Application Documents that were executed and submitted pursuant to this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Ocean City Housing Authority hereby authorizes the following:

1. The Executive Director shall be authorized to take execute all necessary and legally required documents in support of the above-defined HMFA Financing Application;


2. The Executive Director and/or her designee shall be authorized to take any additional actions deemed necessary and legally required in connection with the HMFA Financing Application; and
3. Any actions taken pursuant to the authority granted under this Resolution shall be in accordance with the above-stated procedural requirements including promptly advising the Board of Commissioners of any HMFA Application Documents that were executed and submitted pursuant to this Resolution.

ADOPTED: October 15, 2024

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 October 15, 2024 at the Administrative Offices – 635 West Avenue, 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. 2024-59
APPROVAL OF OPERATING SUBSIDY 2025**

WHEREAS, it becomes necessary to prepare and submit the Calculation of Operating Subsidy of the Ocean City Housing Authority for the calendar year 2025 per HUD form 52723 attached; and

WHEREAS, this Calculation has anticipated subsidy at \$107,398;

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the Ocean City Housing Authority that the Calculation of Operating Subsidy per HUD form 52723 for the calendar year 2025 be approved.

ADOPTED: October 15, 2024

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 October 15, 2024 at the Administrative Offices – 635 West Avenue, Ocean City, New Jersey.

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

Operating Fund Grant: Calculation of Total Program Expense Level PHA-Owned Rental Housing	U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB Approval No. 2577-0029 (exp.1/31/2027)
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As of 10/12/2024 10:41AM - Form ID: 32936 - Status: Created

Public Reporting Burden for this collection of information is estimated to average .75 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. This information is required by Section 9(e) of the U.S. Housing Act of 1937, as amended, and by 24 CFR Part 990 HUD regulations. HUD makes payments for the operation and maintenance of low-income housing projects to PHAs/projects. The Operating Fund determines the amount of Operating Fund grant to be paid to PHAs/projects. PHAs/projects provide information on the Project Expense Level (PEL), Utilities Expense Level (UEL), Other Formula Expenses (Add-ons) and Formula Income – the major Operating Fund components. HUD reviews the information to determine each PHA's/project's Formula Amount and the funds to be obligated for the Funding Period to each PHA/project based on the appropriation by Congress. HUD also uses the information as the basis for requesting annual appropriations from Congress. Responses to the collection of information are required to obtain a benefit. The information requested does not lend itself to confidentiality.

Total number of ACC units for this PHA: 40

Section 1

1. Name and Address of Public Housing Agency:		2. Funding Period: 1/1/2025 to 12/31/2025
Ocean City Housing Authority 635 West Ave OFC (office) Ocean City NJ 08226		3. Type of Submission: Initial Submission
4. ACC Number: NY-410	5. Fiscal Year End: 09-30-2025 12/31 3/31 6/30 9/30	6. Operating Fund Project Number: N J 0 5 3 0 0 0 0 0 1
HUD Use Only		
7. UEI: VQVHJLLPEAD6	8. ROFO Code: 0239	9. HUD Staff:

Section 2

Line No.	Category	Column A Unit Months	Column B Eligible Unit Months (EUMs)	Column C Resident Participation Unit Months
Categorization of Unit Months:		First of Month	Last of Month	
Occupied Unit Months				
01	Occupied dwelling units - by public housing eligible family under lease	476	476	476
02	Occupied dwelling units - by PHA employee, police officer, or other security personnel who is not otherwise eligible for public housing	0		0
03	Occupied new units - eligible to receive Operating Funds during the funding period but not included on Lines 01, 02, or 05-13 of this section	0	0	0
04	Occupied new units - eligible to receive funds from 10/1 to 12/31 of previous funding period but not included on previous Calculation of Operating Fund Grant	0	0	0
Vacant Unit Months				
05	Units undergoing modernization	0	0	
06	Special use units	0	0	
06a	Units on Line 02 that are occupied by police officers and that also qualify as special use units		0	
07	Units vacant due to litigation	0	0	
08	Units vacant due to disasters	0	0	
09	Units vacant due to casualty losses	0	0	
10	Units vacant due to changing market conditions	0	0	
11	Units vacant and not categorized above	4		
Other ACC Unit Months				
12	Units eligible for asset repositioning fee and still on ACC (occupied or vacant)	0		
13	All other ACC units not categorized above	0		

Form
HUD-
52723

Operating Fund Project Number:
NJ053000001

Calculations Based on Unit Months:

14	Limited vacancies		4	
15	Total Unit Months	480	480	476
16	Units eligible for funding for resident participation activities (Line 15C + 12)			40

Special Provision for Calculation of Utilities Expense Level:

17	Unit months for which actual consumption is included on Line 01 of form HUD-52722 and that were removed from Lines 01 through 11, above, because of removal from inventory, including eligibility for the asset repositioning fee		0	
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Section 3

Line No.	Description	Requested by PHA	HUD Modifications
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Part A. Formula Expenses

Project Expense Level (PEL)

01	PUM project expense level (PEL)	\$586.67	
02	Inflation factor	1.0250	
03	PUM inflated PEL (Part A, Line 01 x Line 02)	\$601.34	
04	PEL (Part A, Line 03 x Section 2, Line 15, Column B)	\$288,643	

Utilities Expense Level (UEL)

05	PUM utilities expense level (UEL) (from Line 26 of form HUD-52722)	\$246.85	
06	UEL (Part A, Line 05 x Section 2, Line 15, Column B)	\$118,488	

Add-Ons

07	Self-sufficiency		
08	Add-on-subsidy (AOS) incentive energy performance contract (EPC)	\$0	
09	Payment in lieu of taxes (PILOT)	\$17,669	
10	Cost of independent audit	\$11,315	
11	Funding for resident participation activities	\$1,000	
12	Asset management fee		
13	Information technology fee	\$960	
14	Asset repositioning fee	\$0	
15	Costs attributable to changes in federal law, regulation, or economy		
16	Total Add-Ons (Sum of Part A, Lines 07 through 15)	\$30,944	
17	Total Formula Expenses (Part A, Line 04 + Line 06 + Line 16)	\$438,075	

Part B. Formula Income

01	PUM formula income	\$688.91	
02	Resident paid utility (RPU) incentive energy performance contract (EPC)	\$0.00	
03	PUM adjusted formula income (Sum of Part B, Lines 01 and 02)	\$688.91	
04	Total Formula Income (Part B, Line 03 x Section 2, Line 15, Column B)	\$330,677	

Part C. Other Formula Provisions

01	Moving-to-Work (MTW)		
02	Transition funding	\$0	
03	Other	\$0	
04	Total Other Formula Provisions (Sum of Part C, Lines 01 through 03)	\$0	

Part D. Calculation of Formula Amount

01	Formula calculation (Part A, Line 17 - Part B, Line 04 + Part C, Line 04)	\$107,398	
02	Cost of independent audit (same as Part A, Line 10)	\$11,315	
03	Formula amount (greater of Part D, Lines 01 or 02)	\$107,398	

Part E. Calculation of Operating Fund Grant (HUD Use Only)

01	Formula amount (same as Part D, Line 03)		
02	Adjustment due to availability of funds		
03	HUD discretionary adjustments		
04	Funds Obligated for Period (Part E, Line 01 - Line 02 - Line 03) Appropriation symbol(s):		

Form
HUD-
52723

Operating Fund Project Number:
NJ053000001

Section 4 - Comments

(This area is currently blank for comments.)

Section 5

Certifications:

In accordance with 24 CFR 990.215, I hereby certify that Ocean City Housing Authority Housing Agency is in compliance with the annual income reexamination requirements and that rents and utility allowance calculations have been or will be adjusted in accordance with current HUD requirements and regulations.

In accordance with § 213 of Title II of Division L of the Consolidated Appropriations Act, 2023, Pub. L. 117-328 (approved December 29, 2022) and subsequent acts containing the same provisions, I hereby certify that Ocean City Housing Authority Housing Agency has 400 or fewer units and is implementing asset management.

In accordance with 24 CFR 990.255 through 990.290 – Compliance of Asset Management Requirements, I hereby certify that Ocean City Housing Authority Housing Agency has 250 units or more and is in compliance with asset management. I understand in accordance with 24 CFR 990.190(f), PHAs that are not in compliance with asset management will forfeit the asset management fee.

I hereby certify the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement up to 5 years, fines, and civil and administrative penalties (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

Form

HUD-52723

Operating Fund Grant:
Calculation of Utility Expense Level
PHA-Owned Rental Housing
As of 10/12/2024 10:24AM - Form ID: 32936 - Status: Created

OMB Approval No. 2577-0029 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average .75 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. This information is required by Section 9(e) of the U.S. Housing Act of 1937, as amended, and by 24 CFR Part 980 HUD regulations. HUD makes payments for the operation and maintenance of low-income housing projects to PHAs/projects. The Operating Fund determines the amount of Operating Fund grant to be paid to PHAs/projects. PHAs/projects provide information on the Project Expense Level (PEL), Utilities Expense Level (UEL), Other Formula Expenses (Add-ons) and Formula Income - the major Operating Fund components. HUD reviews the information to determine each PHA's/project's Formula Amount and the funds to be obligated for the period to each PHA/project based on the appropriation by Congress. HUD also uses the information as the basis for requesting annual appropriations from Congress. Responses to the collection of information are required to obtain a benefit. The information requested does not lend itself to confidentiality.

Section 1 - General Information

1. Name of Public Housing Agency: Ocean City Housing Authority		2. Funding Period: 01/01/2025 - 12/31/2025		3. Type of Submission: Initial Submission	
4. ACC Number: NY-410	5. Operating Fund Project Number: N J 0 5 3 0 0 0 0 0 1		6. Fiscal Year End: 12/31 3/31 6/30 9/30		7. ROFO Code (HUD Use Only): 0239
					8. UEI: VQVHJLLPEAD6

Line No.	Description	Water and Sewer (if combined)	Electricity	Gas				Total
	Rolling Base Incentive	Flat Rate Frozen EPC Non Frozen Frozen Other	Flat Rate Frozen EPC Non Frozen Frozen Other	Flat Rate Frozen EPC Non Frozen Frozen Other	Flat Rate Frozen EPC Non Frozen Frozen Other	Flat Rate Frozen EPC Non Frozen Frozen Other	Flat Rate Frozen EPC Non Frozen Frozen Other	

Section 2 - Current Consumption Level

01	Actual consumption (12-month period 7/1/2023 to 6/30/2024)	(PHA) 2,949,000 (HUD)	39,975	24,001				
01a	Unit of consumption (e.g., gallons, kWh, therms)	(PHA) Gallons (HUD)	Kilowatt Hours (KWH)	Therms				

Section 3 - Rolling Base Consumption Level

02	Rolling base year 1- actual consumption (12-month period 7/1/2022 to 6/30/2023)	(PHA) 2,810,000 (HUD)	39,634	22,381				
03	Rolling base year 2 - actual consumption (12-month period 7/1/2021 to 6/30/2022)	(PHA) 2,671,000 (HUD)	35,931	23,396				
04	Rolling base year 3 - actual consumption (12-month period 7/1/2020 to 6/30/2021)	(PHA) 3,149,000 (HUD)	22,253	20,949				
05	Total consumption during 3-year rolling base period (Line 02 + Line 03 + Line 04)	(PHA) 8,630,000 (HUD)	97,818	66,726				

Operating Fund Project Number:
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Line No.	Description	Water and Sewer (if combined)	Electricity	Gas				
06	Average rolling base consumption (Line 05 + 3)	(PHA) 2,876,667 (HUD)	32,606	22,242				
07	Actual consumption for new units	(PHA) (HUD)	0					
08	Rolling Base Consumption (Line 06 + Line 07)	(PHA) 2,876,667 (HUD)	32,606	22,242				
Section 4 - Base Consumption								
09	Base Consumption (Lesser of Line 01 or Line 08)	(PHA) 2,876,667 (HUD)	32,606	22,242				
Section 5 - Utility Consumption Incentive								
10	Actual consumption > rolling base (If Line 01 is greater than Line 08, the difference is displayed as positive; if not, 0)	(PHA) 72,333 (HUD)	7,369	1,759				
11	Actual consumption < rolling base (If Line 01 is less than Line 08, the difference is displayed as positive; if not, 0)	(PHA) 0 (HUD)	0	0				
12	75%/25% Split (Line 10 x 0.25)	(PHA) 18,083 (HUD)	1,842	440				
13	75%/25% Split (Line 11 x 0.75)	(PHA) 0 (HUD)	0	0				
Section 6 - Payable Consumption								
14	Annualization of consumption for new units	(PHA) 0 (HUD)	0	0				
15	Payable consumption (Line 09 + Line 12 + Line 13 + Line 14)	(PHA) 2,894,750 (HUD)	34,448	22,682				
Section 7 - Actual Utility Costs and Average Rate								
16	Actual utility costs - whole dollars (12-month period 7/1/2023 to 6/30/2024)	(PHA) \$72,332 (HUD)	\$15,210	\$35,691				
17	Actual average utility rate (Line 16 + Line 01)	(PHA) \$.0245 (HUD)	\$.3805	\$1.4871				
Section 8 - Base Utilities and Inflation/Deflation Factor								
18	Base utilities expense level - whole dollars (Line 15 x Line 17)	(PHA) \$70,921 (HUD)	\$13,107	\$33,730				\$117,758

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Line No.	Description				Total
19	Surcharges for excess consumption of PHA-supplied utilities - whole dollars (12-month period 7/1/2023 to 6/30/2024)				\$0
20	Base utilities expense level minus surcharges (Line 18 - Line 19)				\$117,758
21	Utilities inflation/deflation factor				1.0062
Section 9 - Calculation of Utilities Expense Level					
22	Utilities expense level adjusted for inflation/deflation - whole dollars (Line 20 x Line 21)				\$118,488
23	Rate reduction Incentive (RRI) - whole dollars				\$0
24	Utilities expense level - whole dollars (Line 22 + Line 23)				\$118,488
25	Eligible unit months (from the form HUD-52723, Column B, Line 15 + Line 17 - Line 04)				480
26	Utilities Expense Level - PUM (Line 24 + Line 25)				\$246.85

Section 10 - Comments

Form HUD-52722