

*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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*Jacqueline S. Jones, Executive Director*

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January 15, 2025

The Board of Commissioners  
Ocean City Housing Authority  
Ocean City, New Jersey 08226

Dear Commissioner:

The regular meeting of the Ocean City Housing Authority will be held on **Tuesday, January 21, 2025** at **4:00 pm** at **Administrative Offices – 635 West Avenue, Ocean City, NJ 08226**.

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

Very truly yours,

Jacqueline S. Jones  
Executive Director

**REVISED**  
**Ocean City Housing Authority**  
**AGENDA**

Tuesday, January 21, 2025  
4:00 p.m.

1. Call to Order
  2. Pledge of Allegiance
  3. Reading of the "Sunshine Law Statement"
  4. Roll Call
  5. Approval of Minutes:
    - a. Regular Meeting on December 17, 2024
  6. Fee Accountant's Report
  7. Executive Director's Report
  8. Committee Reports
  9. Old Business:
  10. New Business: Auditors – Bowman & Company, Michael Thilker
  11. Resolutions: **(cash report included)**
    - # 2025-01 Approval of Monthly Expenses **(updated)**
    - # 2025-02 Designating Official Newspapers
    - # 2025-03 Authorizing Payments of Draw #17 Pecks Beach
    - # 2025-04 Granting Official Leave of Absence (Workmen's Compensation)
    - # 2025-05 ACM Abatement (Bayview Manor)
    - # 2025-06 Emergency HVAC Replacement (Speitel Commons)
    - # 2025-07 Awarding Cooperative Contract (Ferguson – OMNIA Partners)
    - # 2025-08 Authorizing Entering into a Contract Agreement with Nielsen of Morristown (2025 RAM 2500 (DJL62))
    - # 2025-09 Emergency Elevator Repairs (Bayview Manor)
    - # 2025-10 Audit Review Certificate FYE 2023
  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

# Ocean City Housing Authority - Commissioner's Report - TOTAL

Month Ending: Dec 2024



	<b>TOTAL</b>			
	<b>ANNUAL BUDGET</b>	<b>BUDGET THRU December</b>	<b>ACTUAL THRU December</b>	<b>VARIANCE THRU December</b>
<b><u>INCOME</u></b>				
DWELLING RENTAL	\$ 753,570	\$ 188,394	\$ <u>190,228</u>	\$ 1,834
<b>TOTAL TENANT REVENUE</b>	<b>\$ 753,570</b>	<b>\$ 188,394</b>	<b>\$ 190,228</b>	<b>\$ 1,834</b>
HUD OPERATING SUBSIDY	\$ 160,000	\$ 39,999	\$ <u>38,999</u>	\$ (1,000)
PBV HAP SUBSIDY	432,640	108,159	<u>99,010</u>	(9,150)
HUD CAPITAL FUNDS-OPERATIONS	150,350	37,587	-	(37,587)
CDBG INCOME	44,200	11,052	<u>2,781</u>	(8,271)
<b>TOTAL HUD FUNDING</b>	<b>\$ 787,190</b>	<b>\$ 196,797</b>	<b>\$ 140,789</b>	<b>\$ (56,008)</b>
INVESTMENT INCOME- UNRESTRICTED	\$ 550	\$ 138	\$ <u>97</u>	\$ (41)
NONDWELLING RENTAL INCOME	52,000	12,999	-	(12,999)
OTHER INCOME-LAUNDRY	4,300	1,077	<u>487</u>	(591)
OTHER INCOME-FRAUD RECOVERY	800	201	<u>771</u>	570
OTHER INCOME-MISCELLANEOUS	13,160	3,291	<u>13,484</u>	10,193
<b>TOTAL INCOME</b>	<b>\$ 1,611,570</b>	<b>\$ 402,897</b>	<b>\$ 345,856</b>	<b>\$ (57,041)</b>
 <b><u>EXPENSES</u></b>				
AUDIT FEES	\$ 17,250	\$ 4,311	\$ <u>4,311</u>	\$ -
ADVERTISING	1,900	477	-	(477)
OFFICE EXPENSES				
COMPUTER SERVICES	\$ 1,660	\$ 417	\$ <u>200</u>	\$ (217)
CONSULTANTS-RAD CONVERSION	6,320	1,581	-	(1,581)
COPIER	1,220	306	-	(306)
DUES & PUBLICATIONS	730	183	<u>215</u>	32
OFFICE SUPPLIES	840	210	<u>32</u>	(178)
PHONE & INTERNET	14,980	3,744	<u>4,448</u>	704
POSTAGE	4,200	1,050	<u>523</u>	(527)
LEGAL	26,600	6,651	<u>3,663</u>	(2,988)
CRIMINAL BACKGROUND CHECKS	1,050	264	<u>295</u>	31
TRAVEL	4,000	999	-	(999)
TRAINING	440	111	-	(111)
ACCOUNTING	34,500	8,628	<u>8,625</u>	(3)
MANAGEMENT FEES	316,960	79,242	<u>58,133</u>	(21,109)
MISCELLANEOUS-SUNDRY	14,760	3,696	<u>7,636</u>	3,940
BILL PAY ACH/CHECK WRITING FEE	-	-	<u>79</u>	79
<b>TOTAL ADMINISTRATIVE EXPENSES</b>	<b>\$ 447,410</b>	<b>\$ 111,870</b>	<b>\$ 88,159</b>	<b>\$ (23,711)</b>
OTHER TENANT SERVICES	\$ 11,700	\$ 2,925	\$ <u>5,376</u>	\$ 2,451
TENANT SVCS - BEHAVIORAL HEALTH	44,200	11,052	<u>1,229</u>	(9,823)
<b>TOTAL OTHER TENANT SERVICES</b>	<b>\$ 55,900</b>	<b>\$ 13,977</b>	<b>\$ 6,605</b>	<b>\$ (7,372)</b>

# Ocean City Housing Authority - Commissioner's Report - TOTAL

Month Ending: Dec 2024



	<b>TOTAL</b>			
	<b>ANNUAL BUDGET</b>	<b>BUDGET THRU December</b>	<b>ACTUAL THRU December</b>	<b>VARIANCE THRU December</b>
<b>WATER/SEWER</b>	\$ 130,840	\$ 32,709	\$ <u>31,914</u>	\$ (795)
<b>ELECTRIC</b>	145,590	36,399	<u>28,507</u>	(7,892)
<b>GAS</b>	39,040	9,762	<u>9,948</u>	186
<b>TOTAL UTILITY EXPENSES</b>	<u>\$ 315,470</u>	<u>\$ 78,870</u>	<u>\$ 70,369</u>	<u>\$ (8,501)</u>
<b>MAINTENANCE LABOR</b>	\$ 112,390	\$ 28,101	\$ <u>26,184</u>	\$ (1,917)
<b>MAINT. MATERIALS</b>	111,490	27,888	<u>9,803</u>	(18,085)
<b>MAINT. CONTRACT COSTS</b>	179,040	44,766	<u>33,283</u>	(11,483)
<b>EMPLOYEE BENEFITS</b>	90,360	22,593	<u>18,146</u>	(4,447)
<b>TOTAL MAINTENANCE</b>	<u>\$ 493,280</u>	<u>\$ 123,348</u>	<u>\$ 87,416</u>	<u>\$ (35,932)</u>
<b>INSURANCE</b>	\$ 142,910	\$ 35,733	\$ <u>29,771</u>	\$ (5,962)
<b>FLOOD INSURANCE</b>	24,760	6,189	<u>9,850</u>	3,661
<b>BAD DEBTS</b>	7,690	1,923	<u>1,923</u>	-
<b>COMPENSATED ABSENCES</b>	3,600	900	<u>900</u>	-
<b>PAYMENT IN LIEU OF TAXES</b>	43,810	10,956	<u>10,956</u>	-
<b>PENSION</b>	6,010	1,503	<u>1,503</u>	-
<b>RETIREE BENEFITS</b>	12,650	3,162	<u>2,156</u>	(1,006)
<b>TOTAL OTHER EXPENSES</b>	<u>\$ 241,430</u>	<u>\$ 60,366</u>	<u>\$ 57,060</u>	<u>\$ (3,306)</u>
<b>TOTAL EXPENDITURES</b>	<u>\$ 1,553,490</u>	<u>\$ 388,431</u>	<u>\$ 309,610</u>	<u>\$ (78,821)</u>
<b>Replacement Reserve</b>	\$ 45,890	\$ 11,472	\$ <u>11,480</u>	\$ 8
<b>PROFIT</b>	<u>\$ 12,190</u>	<u>\$ 2,994</u>	<u>\$ 24,766</u>	<u>\$ 21,772</u>

Commissioner's Report - Property Detail

Month Ending: Dec 2024



	BAYVIEW				SPEITEL				PECK'S FAMILY			
	ANNUAL BUDGET	BUDGET THRU December	ACTUAL THRU December	VARIANCE THRU December	ANNUAL BUDGET	BUDGET THRU December	ACTUAL THRU December	VARIANCE THRU December	ANNUAL BUDGET	BUDGET THRU December	ACTUAL THRU December	VARIANCE THRU December
<b>INCOME</b>												
DWELLING RENTAL	\$ 267,850	\$ 66,963	\$ 55,404	\$ (11,559)	\$ 180,030	\$ 45,009	\$ 44,827	\$ (182)	\$ 305,690	\$ 76,422	\$ 89,997	\$ 13,575
TOTAL TENANT REVENUE	\$ 267,850	\$ 66,963	\$ 55,404	\$ (11,559)	\$ 180,030	\$ 45,009	\$ 44,827	\$ (182)	\$ 305,690	\$ 76,422	\$ 89,997	\$ 13,575
HUD OPERATING SUBSIDY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160,000	\$ 39,999	\$ 38,999	\$ (1,000)
PBV HAP SUBSIDY	214,210	53,553	43,609	(9,945)	218,430	54,606	55,401	795	-	-	-	-
HUD CAPITAL FUNDS-OPERATIONS	-	-	-	-	-	-	-	-	150,350	37,587	-	(37,587)
CDBG INCOME	15,500	3,876	779	(3,097)	15,500	3,876	501	(3,375)	13,200	3,300	1,502	(1,798)
TOTAL HUD FUNDING	\$ 229,710	\$ 57,429	\$ 44,387	\$ (13,042)	\$ 233,930	\$ 58,482	\$ 55,902	\$ (2,580)	\$ 323,550	\$ 80,886	\$ 40,501	\$ (40,385)
INVESTMENT INCOME-UNRESTRICTED	\$ 300	\$ 75	\$ 34	\$ (41)	\$ -	\$ -	\$ -	\$ -	\$ 250	\$ 63	\$ 63	\$ 0
NONDWELLING RENTAL INCOME	52,000	12,999	-	(12,999)	-	-	-	-	-	-	-	-
OTHER INCOME-LAUNDRY	2,300	576	181	(395)	-	-	261	261	2,000	501	45	(457)
OTHER INCOME-FRAUD RECOVERY	-	-	-	-	-	-	-	-	800	201	771	570
OTHER INCOME-MISCELLANEOUS	3,950	987	512	(475)	1,610	405	150	(255)	7,600	1,899	12,822	10,923
TOTAL INCOME	\$ 556,110	\$ 139,029	\$ 100,518	\$ (38,511)	\$ 415,570	\$ 103,896	\$ 101,140	\$ (2,756)	\$ 639,890	\$ 159,972	\$ 144,199	\$ (15,773)
<b>EXPENSES</b>												
AUDIT FEES	\$ 7,000	\$ 1,749	\$ 1,749	\$ -	\$ 4,200	\$ 1,050	\$ 1,050	\$ -	\$ 6,050	\$ 1,512	\$ 1,512	\$ -
ADVERTISING	500	126	-	(126)	500	126	-	(126)	900	225	-	(225)
OFFICE EXPENSES												
COMPUTER SERVICES	\$ 500	\$ 126	\$ 56	\$ (70)	\$ 500	\$ 126	\$ 36	\$ (90)	\$ 660	\$ 165	\$ 108	\$ (57)
CONSULTANTS-RAD CONVERSION	500	126	-	(126)	3,040	759	-	(759)	2,780	696	-	(696)
COPIER	740	186	-	(186)	480	120	-	(120)	-	-	-	-
DUES & PUBLICATIONS	170	42	60	18	200	51	39	(12)	360	90	116	26
OFFICE SUPPLIES	320	81	9	(72)	110	27	6	(21)	410	102	17	(85)
PHONE & INTERNET	3,660	915	1,251	336	7,420	1,854	1,849	(5)	3,900	975	1,347	372
POSTAGE	1,200	300	146	(154)	1,200	300	94	(206)	1,800	450	282	(168)

Commissioner's Report - Property Detail

Month Ending: Dec 2024



	BAYVIEW				SPEITEL				PECK'S FAMILY			
	ANNUAL	BUDGET	ACTUAL	VARIANCE	ANNUAL	BUDGET	ACTUAL	VARIANCE	ANNUAL	BUDGET	ACTUAL	VARIANCE
	BUDGET	THRU	THRU	THRU	BUDGET	THRU	THRU	THRU	BUDGET	THRU	THRU	THRU
	December	December	December		December	December	December		December	December	December	December
LEGAL	8,950	2,238	1,738	(500)	7,200	1,800	357	(1,443)	10,450	2,613	1,568	(1,045)
CRIMINAL BACKGROUND CHECKS	250	63	220	157	350	87	-	(87)	450	114	75	(39)
TRAVEL	2,000	501	-	(501)	1,000	249	-	(249)	1,000	249	-	(249)
TRAINING	140	36	-	(36)	200	51	-	(51)	100	24	-	(24)
ACCOUNTING	8,600	2,151	2,415	264	9,500	2,376	1,553	(824)	16,400	4,101	4,658	557
MANAGEMENT FEES	87,520	21,879	13,899	(7,980)	71,370	17,844	8,935	(8,909)	158,070	39,519	35,299	(4,220)
MISCELLANEOUS-SUNDRY	3,960	996	4,198	3,202	3,980	993	809	(184)	6,820	1,707	2,629	922
BILL PAY ACH/CHECK WRITING FEE	-	-	22	22	-	-	14	14	-	-	43	43
<b>TOTAL ADMINISTRATIVE EXPENSES</b>	<b>\$ 126,010</b>	<b>\$ 31,515</b>	<b>\$ 25,764</b>	<b>\$ (5,751)</b>	<b>\$ 111,250</b>	<b>\$ 27,813</b>	<b>\$ 14,741</b>	<b>\$ (13,072)</b>	<b>\$ 210,150</b>	<b>\$ 52,542</b>	<b>\$ 47,655</b>	<b>\$ (4,887)</b>
<b>OTHER TENANT SERVICES</b>	<b>\$ 8,350</b>	<b>\$ 2,088</b>	<b>\$ 1,998</b>	<b>\$ (90)</b>	<b>\$ 3,350</b>	<b>\$ 837</b>	<b>\$ 901</b>	<b>\$ 64</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,477</b>	<b>\$ 2,477</b>
TENANT SVCS – BEHAVIORAL HEALTH	15,500	3,876	344	(3,532)	15,500	3,876	221	(3,655)	13,200	3,300	664	(2,636)
<b>TOTAL OTHER TENANT SERVICES</b>	<b>\$ 23,850</b>	<b>\$ 5,964</b>	<b>\$ 2,342</b>	<b>\$ (3,622)</b>	<b>\$ 18,850</b>	<b>\$ 4,713</b>	<b>\$ 1,122</b>	<b>\$ (3,591)</b>	<b>\$ 13,200</b>	<b>\$ 3,300</b>	<b>\$ 3,141</b>	<b>\$ (159)</b>
<b>WATER/SEWER</b>	<b>\$ 30,420</b>	<b>\$ 7,605</b>	<b>\$ 6,229</b>	<b>\$ (1,376)</b>	<b>\$ 23,040</b>	<b>\$ 5,760</b>	<b>\$ 2,915</b>	<b>\$ (2,845)</b>	<b>\$ 77,380</b>	<b>\$ 19,344</b>	<b>\$ 22,769</b>	<b>\$ 3,425</b>
ELECTRIC	106,400	26,601	21,465	(5,136)	20,710	5,178	3,309	(1,869)	18,480	4,620	3,734	(886)
GAS	-	-	-	-	4,590	1,149	1,104	(45)	34,450	8,613	8,844	231
<b>TOTAL UTILITY EXPENSES</b>	<b>\$ 136,820</b>	<b>\$ 34,206</b>	<b>\$ 27,694</b>	<b>\$ (6,512)</b>	<b>\$ 48,340</b>	<b>\$ 12,087</b>	<b>\$ 7,329</b>	<b>\$ (4,758)</b>	<b>\$ 130,310</b>	<b>\$ 32,577</b>	<b>\$ 35,347</b>	<b>\$ 2,770</b>
<b>MAINTENANCE LABOR</b>	<b>\$ 31,470</b>	<b>\$ 7,869</b>	<b>\$ 7,332</b>	<b>\$ (537)</b>	<b>\$ 20,230</b>	<b>\$ 5,058</b>	<b>\$ 4,713</b>	<b>\$ (345)</b>	<b>\$ 60,690</b>	<b>\$ 15,174</b>	<b>\$ 14,140</b>	<b>\$ (1,034)</b>
MAINT. MATERIALS	27,620	6,909	4,215	(2,694)	69,360	17,346	1,501	(15,845)	14,510	3,633	4,086	453
MAINT. CONTRACT COSTS	85,920	21,486	16,374	(5,112)	55,250	13,812	8,314	(5,498)	37,870	9,468	8,595	(873)
EMPLOYEE BENEFITS	25,470	6,369	5,080	(1,289)	16,370	4,095	3,265	(830)	48,520	12,129	9,801	(2,328)
<b>TOTAL MAINTENANCE</b>	<b>\$ 170,480</b>	<b>\$ 42,633</b>	<b>\$ 33,000</b>	<b>\$ (9,633)</b>	<b>\$ 161,210</b>	<b>\$ 40,311</b>	<b>\$ 17,794</b>	<b>\$ (22,517)</b>	<b>\$ 161,590</b>	<b>\$ 40,404</b>	<b>\$ 36,622</b>	<b>\$ (3,782)</b>
<b>INSURANCE</b>	<b>\$ 40,010</b>	<b>\$ 10,005</b>	<b>\$ 8,336</b>	<b>\$ (1,669)</b>	<b>\$ 25,730</b>	<b>\$ 6,435</b>	<b>\$ 5,359</b>	<b>\$ (1,076)</b>	<b>\$ 77,170</b>	<b>\$ 19,293</b>	<b>\$ 16,076</b>	<b>\$ (3,217)</b>
FLOOD INSURANCE	5,520	1,380	1,293	(87)	5,860	1,464	1,251	(213)	13,380	3,345	7,306	3,961
BAD DEBTS	2,730	684	684	-	1,840	459	459	-	3,120	780	780	-

## Commissioner's Report - Property Detail

Month Ending: Dec 2024



	<u>BAYVIEW</u>				<u>SPEITEL</u>				<u>PECK'S FAMILY</u>			
	ANNUAL BUDGET	BUDGET THRU December	ACTUAL THRU December	VARIANCE THRU December	ANNUAL BUDGET	BUDGET THRU December	ACTUAL THRU December	VARIANCE THRU December	ANNUAL BUDGET	BUDGET THRU December	ACTUAL THRU December	VARIANCE THRU December
<b>COMPENSATED ABSENCES</b>	1,200	300	<u>300</u>	-	1,200	300	<u>300</u>	-	1,200	300	<u>300</u>	-
<b>PAYMENT IN LIEU OF TAXES</b>	13,100	3,276	<u>3,276</u>	-	13,170	3,294	<u>3,294</u>	-	17,540	4,386	<u>4,386</u>	-
<b>PENSION</b>	1,590	399	<u>399</u>	-	1,010	252	<u>252</u>	-	3,410	852	<u>852</u>	-
<b>RETIREE BENEFITS</b>	3,540	885	<u>604</u>	(281)	2,280	570	<u>388</u>	(182)	6,830	1,707	<u>1,164</u>	(543)
<b>TOTAL OTHER EXPENSES</b>	\$ 67,690	\$ 16,929	\$ 14,892	\$ (2,037)	\$ 51,090	\$ 12,774	\$ 11,303	\$ (1,471)	\$ 122,650	\$ 30,663	\$ 30,865	\$ 202
<b>TOTAL EXPENDITURES</b>	\$ 524,850	\$ 131,247	\$ 103,692	\$ (27,555)	\$ 390,740	\$ 97,698	\$ 52,289	\$ (45,409)	\$ 637,900	\$ 159,486	\$ 153,630	\$ (5,856)
<b>Replacement Reserve</b>	\$ 27,760	\$ 6,939	\$ <u>6,947</u>	\$ 8	\$ 18,130	\$ 4,533	\$ <u>4,533</u>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>PROFIT</b>	\$ 3,500	\$ 843	\$ (10,121)	\$ (10,964)	\$ 6,700	\$ 1,665	\$ 44,318	\$ 42,653	\$ 1,990	\$ 486	\$ (9,431)	\$ (9,917)

# Ocean City Housing Authority

## Administrative Report

**DATE:** January 15, 2025

**TO:** Board of Commissioners, Ocean City Housing Authority

**FROM:** Jacqueline S. Jones, Executive Director

**SUBJECT:** Monthly Report (Stats for December 2024)

**PERIOD:** December 12, 2024, to January 14, 2025

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### **Peck's Beach Family Redevelopment Project**

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

**December 2024 Update – The project is now scheduled for the February 2025 NJHMFA board meeting for approval of tax credit funding.**

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

**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.**

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

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

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

**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;**

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

**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.**

**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.**

**February update: This project is under review for a possible change in approach.**



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

## **Peck's Beach Family Redevelopment Project (continued)**

### **History of Project**

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

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

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

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

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

March Update: A courtesy review by the sub-committee of the Planning Board was held on March 2<sup>nd</sup>; The second resident meeting was held on March 7<sup>th</sup>; The consultant, architect and Authority staff were in a

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;

The site plans for the project are ready for presentation to the Planning Board for the April 5<sup>th</sup> meeting;

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

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

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

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

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

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

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

## **Peck's Beach Family Redevelopment Project (continued)**

### **History of Project**

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

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

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

# Bayview Manor

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

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

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

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

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

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

## **Board of Commissioners –Rutgers Training Program Status**

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

**Program Statistics Report 10/2024 - 10/2025**

**2024  
DEC**

**2024  
NOV**

**2024  
OCT**

<b>Tenant Accounts Receivable</b>			
Number of "non-payment of rent" cases referred to the solicitor	0	3	2
<b>Unit Inspections</b>			
Total number of units to be inspected in fiscal year	119	119	119
Number of inspections completed this month - all sites (include BB insp.)	0	119	0
Total number of units inspected year-to-date - all sites	119	119	0
<b>Occupancy</b>			
Monthly Unit Turnaround Time (Avg) (Down, Prep & Lease-up Time)	41	0	364
Annual Unit Turnaround Time (For Fiscal Year)	1900	1859	1859
Monthly - Number of Vacancies Filled (this month)	1	0	2
Monthly - Average unit turnaround time in days for Lease up	6	0	15
Monthly - Average unit turnaround time in days to Prep Unit (Maint)	26	0	349
PIC Score	100.00%	100.00%	100.00%
<b>Vacancies - At end of Month</b>			
Bay View Manor	2	2	1
Speitel Commons	1	0	0
Peck's Beach Family	0	0	0
Total	3	2	1
Occupancy Rate	97.52%	98.35%	99.17%
<b>Vacancy Turnovers by VHA Maintenance Staff</b>			
Total Hours (Summarized Quarterly)	12.04		
Average Hours per Vacancy per Month (Br. Sizes 0 thru 4)	3.67	2.45	1.74
Average Hours per Vacancy YTD (Br. Sizes 0 thru 4)	2.62	2.09	1.74
<b>Rent Roll</b>			
Bay View Manor - Elderly/Disabled	\$18,480	\$18,612	\$18,178
Speitel Commons - Elderly/Disabled	\$14,881	\$14,973	\$14,973
Peck's Beach - Family	\$27,247	\$30,010	\$30,471
Total Rent Roll	\$60,608	\$63,595	\$63,622
<b>Waiting List Applicants - (all lists closed)</b>			
Families - Ocean City Preference	13	13	13
Families - No Ocean City Preference	196	196	196
Elderly (Seniors - 62+)/Disabled - Ocean City Preference	5	5	6
Elderly (Seniors - 62+)/Disabled - No Ocean City Preference	171	171	188
0/1 Bedroom	176	176	194
2 Bedroom	55	55	55
3 Bedroom	112	112	112
4 Bedroom	42	42	42
Success Rate	25%	25%	25%
<b>Maintenance Department</b>			
Average work order turnaround time in days - Tenant Generated	0.10	0.09	0.09
Total Tenant Generated Work Orders	47	52	65
Number of routine work orders written this month	168	121	72
Number of outstanding work orders from previous month	167	205	343
Total number of work orders to be addressed this month	382	378	481
Total number of work orders completed this month	184	211	276
Total number of work orders left outstanding	198	167	205
Number of emergency work orders written this month	0	0	1
Total number of work orders written year-to-date	526	311	138
AFTER HOUR CALLS: (plumbing, lockouts, toilets stopped-up, etc.)	0	0	0
<b>Real Estate Assessment Center (REAC) Scores</b>			
Year-End 2018 - Audited - Remains static due to RAD Application	68	68	68

**Ocean City Housing Authority  
Cash Report  
As of December 31, 2024**

**Net Cash Position:**

Cash Balance per Reconciled Bank Statement at 12/31/2024	\$586,001.38
<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 12/2024	
	Current \$9,182.44
	Past \$1,609.84

**Reimbursements Due From The City**

Reimbursement for Behavioral Health Svcs - CDBG Grant - Acenda	\$10,871.21
Reimbursement for Bayview Manor/Speitel Construction - City of OC	\$0.00
Reimbursement for Pecks Family Redevelopment - City of OC	\$55,162.22
Less: Payments -January 2025 bill list	(\$246,950.79)
Accrued Expenses - Total from detail below	\$21,453.50

<u>Accrued Expenses</u>	<u>Annual Budget</u>	<u>No of Months</u>	<u>Amount Accrued Less Paid</u>
Insurance-Prop/Flood	167,670.00	3	(35,228.50)
Bad Debt	7,690.00	3	1,922.50
Comp Absences	3,600.00	3	900.00
P.L.L.O.T.	43,810.00	3	10,952.50
Net Accrual	222,770.00		(21,453.50)

Net Cash Balance \$706,257.80

	<u>Average Expenses</u>	<u>Cash Available for # of</u>	
Per Month	\$ 103,203	5.68	Months
Per Day	\$ 3,440	205	Days

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

**RESOLUTION NO. 2025-01  
A Resolution Approving Regular Monthly Expenses**

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

**WHEREAS**, prior to the Board meeting, a member of the Board of Commissioners read and reviewed the itemized list of incurred expenses attached hereto and does recommend payment of the expenses on the Bill List in the amount of \$246,950.79.

**NOW, THEREFORE, BE IT RESOLVED** that the Secretary-Treasurer be and is hereby authorized to pay the current bills that are presented to the Board of Commissioners for consideration on this date.

**ADOPTED:** January 21, 2025

**VOTE:**

<b>Commissioner</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>	<b>Motion</b>	<b>Second</b>
Vice Chairman Halliday						
Commissioner McCall						
Commissioner Jackson						
Commissioner Henry						
Commissioner Mumman						
Commissioner Broadley						
Chairman Barr						

OCEAN CITY HOUSING AUTHORITY

BY: \_\_\_\_\_  
Robert Barr, Chairperson

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's Board of Commissioners held on January 21, 2025 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. 2025-02  
A Resolution Designating an Official Newspaper**

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

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

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

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

**ADOPTED:** January 21, 2025

**VOTE:**

<b>Commissioner</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>	<b>Motion</b>	<b>Second</b>
Vice Chairman Halliday						
Commissioner McCall						
Commissioner Jackson						
Commissioner Henry						
Commissioner Mumman						
Commissioner Broadley						
Chairman Barr						

**OCEAN CITY HOUSING AUTHORITY**

BY: \_\_\_\_\_  
Robert Barr, Chairperson

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's Board of Commissioners held on January 21, 2025 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. 2025-03  
Resolution Authorizing Payment of Draw #17  
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 #17 in the amount of \$55,162.22 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:** January 21, 2025

**VOTE:**

<b>Commissioner</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>	<b>Motion</b>	<b>Second</b>
Vice Chairman Halliday						
Commissioner McCall						
Commissioner Jackson						
Commissioner Henry						
Commissioner Mumman						
Commissioner Broadley						
Chairman Barr						

OCEAN CITY HOUSING AUTHORITY

BY: \_\_\_\_\_  
Robert Barr, Chairperson

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority’s Board of Commissioners held on January 21, 2025 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

January 10, 2025

Re: Payment to Service Providers for Pecks Beach Family Pre-Development Draw 17 from City

Dear Ms. Jones:

The above captioned draw to be paid from Housing Authority funds. The total amount of the draw is \$55,162.22. The Housing Authority will pay the project service providers as follows:

<b>Payee</b>	<b>Address</b>	<b>Draw Amount</b>
<b>Reforma Environmental</b>	<b>P.O. Box 25097 Philadelphia, PA 19147</b>	<b>\$14,200.00</b>
<b>Brown &amp; Connery LLP</b>	<b>360 Haddon Ave., PO Box 539 Westmont, NJ 08108</b>	<b>\$7,770.72</b>
<b>The Brooke Group LLC 209 E Egnor Dr Galloway, NJ 08205</b>	<b>209 E Egnor Drive Galloway, NJ 08205</b>	<b>\$31,352.50</b>
<b>Sciullo Engineering</b>	<b>137 S. New York Ave., Ste 2 Atlantic City, NJ 08401</b>	<b>\$1,839.00</b>
	<b>TOTAL</b>	<b>\$55,162.22</b>

Attached are the following items to back up this disbursement:

- Bank Wire Instructions for Payees
- Copy of Pre-Development Draw #17

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](mailto:hollyf@brookegroupllc.com).

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

**RESOLUTION NO. 2025-04  
Granting an Official Leave of Absence (Workmen’s Compensation)**

**WHEREAS**, employee Robert Lane was injured on the job on December 16, 2024; and

**WHEREAS**, said employee has been under Workmen’s Compensation as of December 16, 2024; and

**WHEREAS**, it is recommended the Board of Commissioners of the Ocean City Housing Authority grant an official leave of absence under Workmen’s Compensation to Robert Lane; and

**NOW, THEREFORE, BE IT RESOLVED** the Board of Commissioner of the Ocean City Housing Authority grants Robert Lane an official leave of absence until released to full active duty with no restrictions by the Workmen’s Compensation insurance company.

**ADOPTED:** January 21, 2025

**VOTE:**

<b>Commissioner</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>	<b>Motion</b>	<b>Second</b>
Vice Chairman Halliday						
Commissioner McCall						
Commissioner Jackson						
Commissioner Henry						
Commissioner Mumman						
Commissioner Broadley						
Chairman Barr						

OCEAN CITY HOUSING AUTHORITY

BY: \_\_\_\_\_  
Robert Barr, Chairperson

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority’s Board of Commissioners held on January 21, 2025 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. 2025-05  
Award Contract for Asbestos Containing Material (ACM) Abatement at Bayview Manor  
to Shade Environmental**

**WHEREAS**, the Ocean City has solicited Requests for Quotes for Asbestos Containing Material (ACM) abatement at Bayview Manor; 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 requested; and

**WHEREAS**, three quotes were submitted and reviewed; and

**WHEREAS**, the lowest most responsible quote was received from Shade Environmental, LLC – 623 Cutler Avenue.; Maple Shade, NJ 08052; and,

**WHEREAS**, Shade Environmental has completed and submitted a Political Contributions Disclosure form which certifies that Shade 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 Shade Environmental from making any reportable contributions through the term of the contract; and

**WHEREAS**, the Ocean City Housing Authority recommends to its Board of Commissioners to award contract to Shade Environmental, LLC – 623 Cutler Avenue.; Maple Shade, NJ 08052 in the amount not to exceed \$22,800 per the quote 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 Shade Environmental for ACM abatement at Bayview Manor.

**ADOPTED:** January 21, 2025

**VOTE:**

<b>Commissioner</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>	<b>Motion</b>	<b>Second</b>
Vice Chairman Halliday						
Commissioner McCall						
Commissioner Jackson						
Commissioner Henry						
Commissioner Mumman						
Commissioner Broadley						
Chairman Barr						

OCEAN CITY HOUSING AUTHORITY

BY: \_\_\_\_\_  
Robert Barr, Chairperson

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority's Board of Commissioners held on January 21, 2025 at the Administrative Offices – 635 West Avenue, Ocean City, New Jersey.

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

**CERTIFICATION**

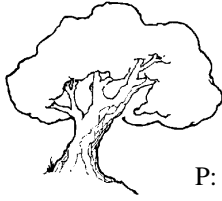
Funding is available for:

**ACM Abatement – Bayview Manor**

from the Bayview/Speitel Replacement Reserve account. The line item to be charged for the above expenditure is Account # 1400-06-000 (Buildings – Dwelling).

\_\_\_\_\_  
Wendy Hughes  
Certifying Financial Officer

\_\_\_\_\_  
Date



# Shade Environmental, LLC

623 Cutler Avenue, Maple Shade, NJ 08052

P: 856-755-0099 | F: 856-482-5879 | office@shadellc.com | www.shadellc.com

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December 23, 2024

Diana Morales  
Ocean City Housing Authority  
635 West Avenue Ocean City NJ 08226

**RE: Bayview Manor**

**Ocean City, NJ 08226**

Shade Environmental is pleased to submit the following proposal for asbestos abatement.

**Scope of Work – Unit 314:**

- Remove and dispose of asbestos-containing materials as identified and quantified in the Asbestos Abatement Plans & Specifications prepared by Hillmann Consulting dated December 5, 2024.

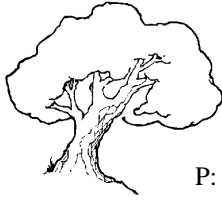
**Price: \$22,800.00**

**Conditions:**

1. Prevailing wage rates using a non-union workforce.
2. Water and electric to be available onsite.
3. All work area contents are to be removed by others.
4. Air monitoring is not included.
5. All required variances to be obtained by others.

The price includes all labor, material, and equipment to perform the project. All prevailing Federal, EPA, OSHA, State, and local regulations will be followed. All work will be performed by EPA certified and licensed State of New Jersey asbestos workers. All asbestos-containing material and waste will be disposed of in an EPA certified landfill.

The price includes \$1 million occurrence and \$5 million aggregate comprehensive general liability insurance on an occurrence basis with the ability to name the building owner as additional insured. All insurance coverage is provided by an A+ superior-rated insurance company.



# Shade Environmental, LLC

623 Cutler Avenue, Maple Shade, NJ 08052

P: 856-755-0099 | F: 856-482-5879 | office@shadellc.com | www.shadellc.com

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Shade Environmental looks forward to working with you. Should you have any questions, please feel free to call anytime.

Respectfully submitted,

Timothy Bryan  
Project Manager

**NOTE:** This proposal will serve as a contract. If you would like to proceed in working with Shade Environmental, please sign and return this proposal by email to office@shadellc.com or fax to 856-482-5879. By signing below, you agree to pay the total price (**\$22,800.00**) in full. **Payment Terms: Net 30 from Date of Invoice.** Late payments may be subject to an accruing interest charge of 1.5% per month. A service charge of 4.5% will be added for any credit card payments. It is further agreed that in the event a lien or suit is filed to enforce payment under this agreement, Shade Environmental will be reimbursed by the Client (Ocean City Housing Authority) for all court costs and reasonable attorney's fees in addition to accrued service charges.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
PO No.



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

**RESOLUTION NO. 2025-06  
Resolution of the Ocean City Housing Authority Authorizing Immediate Replacement of  
HVAC Equipment at Speitel Commons**

**WHEREAS**, it is necessary for immediate emergency replacement of failed HVAC equipment at Speitel Commons; and,

**WHEREAS**, it is necessary for the Ocean City Housing Authority to replace the failed HVAC equipment at Speitel Commons; and,

**WHEREAS**, the Purchasing Agent has declared the need to enter into emergency contract with Ambient Comfort LLC, 1790 Gallagher Drive, Vineland, NJ 08360 to replace the HVAC equipment; and,

**WHEREAS**, pursuant to N.J.S.A. 40A:11-6, – Any contract may be negotiated or awarded for a contracting unit without public advertising for bids and bidding therefor, notwithstanding that the contract price will exceed the bid threshold, when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services; and,

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners to the Ocean City Housing Authority authorizes the Purchasing Agent to enter into such contract with Ambient Comfort LLC, 1790 Gallagher Drive, Vineland, NJ 08360 as to make an immediate replacement of the HVAC equipment at Speitel Commons in the amount not to exceed \$34,000.

**ADOPTED:** January 21, 2025

**VOTE:**

<b>Commissioner</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>	<b>Motion</b>	<b>Second</b>
Vice Chairman Halliday						
Commissioner McCall						
Commissioner Jackson						
Commissioner Henry						
Commissioner Mumman						
Commissioner Broadley						
Chairman Barr						

OCEAN CITY HOUSING AUTHORITY

BY: \_\_\_\_\_  
Robert Barr, Chairperson

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority’s Board of Commissioners held on January 21, 2025 at the Administrative Offices – 635 West Avenue, Ocean City, New Jersey.

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

**CERTIFICATION**

Funding is available for:

**Emergency Replacement  
of HVAC – Speitel Commons**

from the Bayview/Speitel Operating Account. The line item to be charged for the above expenditure is 1400-07-000 (Furniture & Equipment – Dwelling.

\_\_\_\_\_  
Wendy Hughes  
Certifying Financial Officer

\_\_\_\_\_  
Date

1



1/15/2025

Ambient Comfort  
1790 Gallagher Drive  
Vineland, NJ. 08360

RE: Speitel Building Not TO Exceed

Ambient Comfort to supply and install mini-split replacement systems

Amount Not To Exceed: 17,100.00 per system

1/15/2025

SINCERELY

  
Anthony Gaetano, owner

609-805-7530

ADD: 1790 GALLAGHER DRIVE VINELAND NJ 08360

PHONE: 609-805-7530 FAX: 609-805-7530

SINCERELY

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1790 Gallagher Dr Vineland NJ 08360 PH 856-213-6586 Fax 856-213-6589 NJ#13VH06448800

Anthony Gaetano, owner

609-805-7530

609-805-7530

609-805-7530



221 Laurel Rd., Suite 165 Voorhees, NJ 08043

January 16, 2025

Ocean City Housing Authority  
635 West Avenue OFC  
Ocean City, NJ 08226

Attention: Mr. Ron Milller

RE: Speitel Commons

Dear Ron,

I'm writing to inform you that as the HVAC engineer of record for the Speitel Commons project we will also be coordinating with the mechanical contractor and the housing authority to assist in resolving the current HVAC issues within the building. Any proposed repairs shall be reviewed and approved by our office prior to the contractor being authorized to move forward.

If you have any comments or concerns regarding the above, please contact me at your convenience.

Sincerely,

A handwritten signature in black ink that reads "Rocco Dolce". The signature is written in a cursive style with a large, stylized initial "R".

Rocco Dolce  
Principal  
Summit Engineers Associates  
NJ PE LIC# GE46523

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

**RESOLUTION NO. 2025-07  
Resolution Authorizing use of Contract #02-138  
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 is a registered member agency with OMNIA Partners Company; and

**WHEREAS**, the Ocean City Housing Authority intends to award OMNIA Cooperative Contract #02-138 to Ferguson Contract through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current national contracts; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Ocean City Housing Authority authorizes the Purchasing Agent to purchase certain goods or services utilizing national cooperative contract with Ferguson #02-138, in excess of the bid threshold pursuant to all conditions of the contract; 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:** January 21, 2025

**VOTE:**

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

OCEAN CITY HOUSING AUTHORITY

BY: \_\_\_\_\_  
Robert Barr, Chairperson

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority’s Board of Commissioners held on January 21, 2025 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. 2025-08**

**Authorizing Entering into a Contract Agreement with Nielsen of Morristown**

**WHEREAS**, it is necessary for the proper conduct of the order of business that the Ocean City Housing Authority enter into contract agreement with Nielsen of Morristown; and,

**WHEREAS**, it is necessary for the Ocean City Housing Authority acquire a vehicle; and,

**WHEREAS**, funds are available for the purpose of entering into a contract agreement with Nielsen of Morristown; and,

**WHEREAS**, pursuant to N.J.S.A. 40A:11-5 – the Educational Services Commission of New Jersey is registered as Lead Cooperative agency NJ System Identifier #65MCESCCPS; and,

**WHEREAS**, the Educational Services Commission of New Jersey awarded Bid #23/24-11 to Nielsen of Morristown on December 15, 2023; and,

**WHEREAS**, the Ocean City Housing Authority finds it to be in the best interests of said Authority to enter into the Educational Services Commission of New Jersey Bid #23/24-11 contract agreement with Nielsen of Morristown for the purchase of (1) 2025 RAM 2500 (DJ7162) in the amount of **\$83,986.28**.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners to the Ocean City Housing Authority authorizes the award of a contract agreement with Nielsen of Morristown – 200 Ridgedale Ave., Morristown, NJ 07960.

**ADOPTED:** January 21, 2025

**VOTE:**

<b>Commissioner</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>	<b>Motion</b>	<b>Second</b>
Vice Chairman Halliday						
Commissioner McCall						
Commissioner Jackson						
Commissioner Henry						
Commissioner Mumman						
Commissioner Broadley						
Chairman Barr						

OCEAN CITY HOUSING AUTHORITY

BY: \_\_\_\_\_

Robert Barr, Chairperson

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority’s Board of Commissioners held on January 21, 2025 at the Administrative Offices – 635 West Avenue, Ocean City, New Jersey.

By: \_\_\_\_\_

Jacqueline S. Jones, Executive Director  
Secretary/Treasurer

**CERTIFICATION**

Funding is available for:

**PURCHASING AUTHORITY OWNED VEHICLES**

(1) 2025 RAM 2500 (DJ7162)

from the 2023/2024 Capital Fund Grant in the amount totaling **\$83,986.28**. The line item to be charged for the above expenditure is 4414-00-000 (Vehicle Purchase).

\_\_\_\_\_  
Wendy Hughes  
Certifying Financial Officer

\_\_\_\_\_  
Date



Quote

# NIELSEN OF MORRISTOWN

200 Ridgedale Ave.  
Morristown, NJ 07960

<b>To:</b> Ocean City Housing Authority 635 West Avenue OFC Ocean City, NJ 0226	<b>From:</b> Brooks Buxton Phone/Fax: (973) 319-7009 / (973) 884-2650
	<b>Vehicle Pick Up Location</b> <b>Nielsen Fleet</b> <b>31 Williams Parkway</b> <b>East Hanover, NJ 07936</b>

**2025 Ram 2500 (DJ7L62) Tradesman 4x4 Reg Cab 8' Box**  
**Educational Services Commission of NJ**  
**Contract # ESCNJ 23/24-11**

**Mechanical**

Engine: 6.4L V8 Heavy Duty HEMI MDS (STD)  
Transmission: 8-Speed Auto (8HP75-LCV) (STD)  
3.73 Axle Ratio (STD)  
GVWR: 10,000 lbs  
50 State Emissions

Transmission w/Driver Selectable Mode and Sequential Shift Control  
Manual Transfer Case  
Part-Time Four-Wheel Drive  
730CCA Maintenance-Free Battery w/Run Down Protection  
180 Amp Alternator  
Electronically Controlled Throttle

**Tip Start**

Class V Towing Equipment -inc: Hitch and Trailer Sway Control  
Trailer Wiring Harness  
3680# Maximum Payload  
HD Shock Absorbers  
Front And Rear Anti-Roll Bars  
HD Suspension  
Hydraulic Power-Assist Steering  
32 Gal. Fuel Tank  
Single Stainless Steel Exhaust  
Auto Locking Hubs  
Multi-Link Front Suspension w/Coil Springs  
Solid Axle Rear Suspension w/Coil Springs  
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

**Exterior**

Wheels: 17" x 7.5" Steel Styled (STD)  
Tires: LT245/70R17E BSW All-Season (STD)

**Regular Box Style**

Wheels w/Hub Covers  
Center Hub  
Steel Spare Wheel  
Full-Size Spare Tire Stored Underbody w/Crankdown  
Clearcoat Paint  
Black Front Bumper

**Interior**

Driver Seat  
Manual Adjust 4-Way Driver Seat  
Passenger Seat  
Manual Adjust 4-Way Front Passenger Seat  
Manual Tilt Steering Column  
Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer  
Compass  
Proximity Key For Push Button Start Only  
Cruise Control w/Steering Wheel Controls  
Manual Air Conditioning  
Glove Box  
Interior Trim -inc: Metal-Look Instrument Panel Insert and Chrome/Metal-Look Interior Accents  
Full Cloth Headliner  
Urethane Gear Shifter Material  
Heavy Duty Vinyl 40/20/40 Split Bench Seat -inc: Storage Tray  
Day-Night Rearview Mirror  
Passenger Visor Vanity Mirror  
2 12V DC Power Outlets  
Partial Floor Console w/Storage and 2 12V DC Power Outlets  
Front Map Lights  
Fade-To-Off Interior Lighting  
Full Vinyl/Rubber Floor Covering  
Pickup Cargo Box Lights  
Remote USB Port - Charge Only

**GPS Antenna Input**

Global Telematics Box Module (TBM)  
Integrated Voice Command w/Bluetooth  
For Details, Visit DriveUconnect.com

**Instrument Panel Bin, Dashboard Storage, Driver And Passenger Door Bins**

Manual 1st Row Windows  
Delayed Accessory Power  
Driver Information Center  
Outside Temp Gauge  
Analog Appearance  
Seats w/Vinyl Back Material



Black Rear Step Bumper  
Black Side Windows Trim and Black Front Windshield Trim  
Black Door Handles  
Manual Side Mirrors  
Manual Telescoping Mirrors  
Manual Folding Exterior Mirrors  
Black Exterior Mirrors  
Fixed Rear Window  
Light Tinted Glass  
Variable Intermittent Wipers  
Galvanized Steel/Aluminum Panels  
Black Grille  
Tailgate Rear Cargo Access  
Manual Tailgate/Rear Door Lock  
Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference  
Setting Headlamps w/Delay-Off  
Cargo Lamp w/High Mount Stop Light  
Entertainment  
Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Voice Activation, Radio  
Data System and Uconnect External Memory Control  
  
Radio: Uconnect 3 w/5" Display  
4 Speakers  
Streaming Audio  
Integrated Roof Antenna  
2 LCD Monitors In The Front

Armrests w/Storage  
2-Way Front Head Restraints  
Front Armrest w/Cupholders  
40/20/40 Split Bench Seat  
Immobilizer  
Air Filtration  
Safety-Mechanical  
Electronic Stability Control (ESC) And Roll Stability Control (RSC)  
ABS And Driveline Traction Control  
Safety-Exterior  
Side Impact Beams  
Safety-Interior  
Dual Stage Driver And Passenger Seat-Mounted Side Airbags  
SiriusXM Guardian Emergency Sos  
  
Low Tire Pressure Warning  
Dual Stage Driver And Passenger Front Airbags  
Curtain 1st Row Airbags  
  
Airbag Occupancy Sensor  
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and  
Pretensioners  
ParkView Back-Up Camera



Quote

# NIELSEN OF MORRISTOWN

200 Ridgedale Ave.  
Morristown, NJ 07960

2025 Ram 2500 (DJ7L62) Tradesman 4x4 Reg Cab 8' Box  
Educational Services Commission of NJ  
Contract # ESCNJ 23/24-11

<b>MSRP</b>	\$	<b>49,670.00</b>
<b>Destination</b>	\$	<b>1,995.00</b>
<b>ESCNJ % off</b>		<b>14.7%</b>
<b>ESCNJ Total</b>	\$	<b>44,080.58</b>

### Factory Options

Item		Price
PXJ	Bright White	
TXX8	Diesel Gray/Black, Heavy Duty Vinyl 40/20/40 Split Bench Seat -inc: Storage Tray	\$ -
WBN	Wheels: 18" x 8.0" Steel -inc: 18" Steel Spare Wheel, Tires: LT275/70R18E BSW AS	\$ 295.00
TCN	Tires: LT275/70R18E BSW AS	
A61	Tradesman Level 1 Equipment Group	\$ 1,880.00
DK3	Electronic Shift-On-The-Fly Transfer Case	\$ 295.00
XHC	Trailer Brake Control -inc: Trailer Light Check	\$ 395.00
XEA	Tow Hooks	\$ 100.00
MRU	MOPAR Black Tubular Side Steps	\$ 445.00
LNJ	Front Fog Lamps	\$ 195.00
JKV	115V Auxiliary Front Power Outlet -inc: Exterior 115V AC Outlet, 400W Inverter	\$ 255.00
	Options	\$ 3,860.00
	ESCNJ % off	3.00%
	<b>Factory Option Total</b>	<b>\$ 3,744.20</b>
	<b>Delivery</b>	<b>\$ -</b>

### Additional Options

Duramag Aluminum Utility Body w/ Cab High Sides (Both Sides) w/ (4) Extra Shelves in Each Vertical Compartments Painted White Finish	\$	22,511.50
Tommygate G2 Aluminum 2- Piece Folding Rear Liftgate	\$	6,380.00
Ladder Rack; 200 Pound Capacity; Multi-Fit; Front Post Adjusts 21-3/16 To 35-3/16 Inch Width And 16 To 30 Inch Height; Rear Post Stationary At 21-3/16 Inch Width And 16-1/4 Inch Height; Powder Coated; White; Aluminum	\$	1,550.00
Camera Relocation Bracket	\$	275.00
In Box Tie Downs	\$	665.00
Trays in Over Wheel Compartments	\$	550.00
Recessed LED Lighting in Bumper	\$	365.00
Diamond Plate Aluminum Stone Guard	\$	275.00
Trailer Hitch Receiver	\$	525.00
Spray-In Bedliner - Bed, Sides, Top of Utility Body, Rear Bumper	\$	1,295.00
Trailer Plug Installed	\$	225.00
Back Up Alarm	\$	185.00
Amber Strobe Light Mounted to 3rd Brake Light Bracket	\$	445.00
(2) LEDs in Front Grill & (2) LEDs on Rear on Utility Body (Amber)	\$	915.00
<b>Option Total</b>	<b>\$</b>	<b>36,161.50</b>

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**Total**      **\$ 83,986.28**

Date: 1/14/2025

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

**RESOLUTION NO. 2025-09**

**Resolution of the Ocean City Housing Authority Authorizing Immediate Elevator  
Maintenance Updates and Repairs at Bayview Manor**

**WHEREAS**, it is necessary for immediate emergency maintenance updates and repairs to the elevators at Bayview Manor; and,

**WHEREAS**, it is necessary for the Ocean City Housing Authority implement elevator maintenance updates and repairs per the attached scope of work; and,

**WHEREAS**, the Purchasing Agent has declared the need to enter into emergency contract with South Jersey Elevator - 1001 Lower Landing Rd.; Suite 502; Blackwood, NJ 08012 to make the necessary updates and repairs; and,

**WHEREAS**, pursuant to N.J.S.A. 40A:11-6, – Any contract may be negotiated or awarded for a contracting unit without public advertising for bids and bidding therefor, notwithstanding that the contract price will exceed the bid threshold, when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services; and,

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners to the Ocean City Housing Authority authorizes the Purchasing Agent to enter into such contract with South Jersey Elevator - 1001 Lower Landing Rd.; Suite 502; Blackwood, NJ 08012 to make the immediate maintenance updates and repairs to the elevators at Bayview Manor in the amount of \$11,527.07.

**ADOPTED:** January 21, 2025

**VOTE:**

<b>Commissioner</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>	<b>Motion</b>	<b>Second</b>
Vice Chairman Halliday						
Commissioner McCall						
Commissioner Jackson						
Commissioner Henry						
Commissioner Mumman						
Commissioner Broadley						
Chairman Barr						

OCEAN CITY HOUSING AUTHORITY

BY: \_\_\_\_\_  
Robert Barr, Chairperson

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority’s Board of Commissioners held on January 21, 2025 at the Administrative Offices – 635 West Avenue, Ocean City, New Jersey.

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

**CERTIFICATION**

Funding is available for:

**Elevator Maintenance Update and Repairs – Bayview Manor**

from the Bayview/Speitel Replacement Reserve account. The line item to be charged for the above expenditure is Account # 1400-07-000 (Furniture & Equipment – Dwelling).

\_\_\_\_\_  
Wendy Hughes  
Certifying Financial Officer

\_\_\_\_\_  
Date

# South Jersey Elevator

## “Elevating Your Expectations”

### Repair Agreement

Dear Ocean City Housing Authority,

Thank you for considering South Jersey Elevator for your upcoming project. We truly appreciate the opportunity to collaborate with you and explore ways to bring your vision to life. Your trust in our expertise means a great deal to us, and we are committed to exceeding your expectations.

Our team is excited about the prospect of working with you to provide a tailored solution that perfectly fits your needs. Whether it's enhancing accessibility in your home, modernizing an existing commercial system, or a new installation, we are here to ensure every detail is handled with the utmost care and professionalism.

We take pride in our commitment to:

- **Exceptional Quality:** Delivering reliable and high-quality elevator solutions for both residential and commercial projects.
- **Personalized Service:** Crafting solutions that align with your specific requirements and preferences.
- **Timely Communication:** Keeping you informed and supported throughout the process.
- **Safety First:** Upholding the highest safety standards in every project.

If you have any additional details or questions about the project, please don't hesitate to reach out to us at 609-545-8512 or [info@sjelevator.com](mailto:info@sjelevator.com). We are eager to discuss how we can bring value to your project and deliver a solution that enhances your daily life or business operations.

Once again, thank you for the opportunity to serve you. We look forward to working together and making your project a success.

Warm regards,

William D McGrath  
President/CEO  
South Jersey Elevator  
609-545-8512  
[w.mcgrath@SJElevator.com](mailto:w.mcgrath@SJElevator.com)  
[www.sjelevator.com](http://www.sjelevator.com)

Estimate date: 01/13/2025 12:55:00 pm  
Proposal Title: Compliance Work: Installation of Collapsible Car Top Railing  
Quotation# Q-30347  
Elevator: Elevators: E-15332 of Bayview Manor  
SJE Rep: Mcgrath, William D

NJSTART#V00019798  
NJEL#14845  
EDDATA#T376

This Contract ("Agreement") is agreed to between:

Owner **Ocean City Housing Authority**

and

**South Jersey Elevator (SJE)** 1001 Lower Landing Rd Blackwood, NJ 0812

for repair work at the following property (the "Project"):

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

**SCOPE OF WORK:** SJE shall furnish labor and material to complete the designated services and/or repairs to the building or other property. All work shall be performed by SJE in a good and workmanlike manner in accordance with industry standards. If necessary, SJE agrees to complete an additional scope of work as described on any Change Order to be agreed to by SJE and Owner. This Work does not include any associated building upgrades. Work that may need to be performed by Owner including work related to HVAC, electrical, pit ladders, fire alarm, plumbing, carpentry and finish work.

The contract price for this project has been calculated upon current material and fuel prices. However, the cost of fuel and the market for materials, including but not limited to steel, concrete, ductile iron, PVC, RCP, copper fitting is considered volatile, and a sudden price increase could occur. Contractor agrees to use its best efforts to obtain the lowest possible prices from qualified material suppliers, but should there be an increase in the price of fuel or those materials that are purchased after the execution of the contract for use in this project, the Owner agrees to pay the contract price increase to Contractor. Any claim by Contractor for the payment of a contract price increase, as provided above, shall require written notice to the Owner from Contractor stating the increased cost plus ten percent (10%) markup for the fuel or the material(s) in questions and the source of the supply.

Description of Services:

South Jersey Elevator (SJE) will remove the standard car top railing as per the State of New Jersey (DCA) requirements. A collapsible car top railing will be installed to meet compliance standards.

Additionally, SJE will update the elevator's software and make necessary wiring modifications to both the controller and the car top. Once the work is completed, South Jersey Elevator will notify the Inspector to ensure the violation is removed.

Should you require further details or clarifications, please do not hesitate to contact us. (the "Work")

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

Owner: \_\_\_\_\_

South Jersey Elevator: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PAYMENT SCHEDULE:** Owner shall pay SJE the Contract price for SJE's performance of the Contract ("the Contract Sum"). The Contract Sum shall be selected from one of the following: (Check the one applicable)

- a.  Stipulated Sum of \$ \$11,527.07  
\*taxes not included\*
- b.  Agreed to Rate Sheet as set forth in attached Exhibit 1 plus SJE's Fee of \_\_\_\_\_
- c.  \_\_\_\_\_

**TERMS:**

A. Terms of payment are 50% with order. The remaining balance of 50% will be due on the day of final installation.

B. Owner agrees to make all payments for work performed by or at the direction of SJE. If Owner does not pay SJE within 7 days of invoice, then SJE may, upon seven additional days' written notice to Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately, and the Contract Sum shall be increased by the amount of SJE's reasonable costs of shut-down, delay and start-up, plus interest.

C. Interest on any unpaid balance shall be charged at the rate of 1.5% per month. Owner shall be responsible for reasonable attorney's fees and costs in the event that collection efforts (including legal action) are required to collect any unpaid balance.

**COMMENCEMENT & COMPLETION:** Work shall commence within a reasonable period of time following SJE's receipt of this Agreement as signed by Owner. SJE anticipates substantial completion within \_\_\_\_\_ days of obtaining a building permit (the "Contract Time").

**LIMITATION OF LIABILITY:** THE PARTIES ACKNOWLEDGE THAT THE LIABILITY OF SJE, IF ANY, AND OWNER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE LEGAL THEORY AND WHETHER ARISING IN TORT OR CONTRACT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE PAYMENTS RECEIVED BY SJE PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL SJE (OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND ASSIGNS) BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGE ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS OR FOR ANY OTHER REASON WHATSOEVER.

**CONTRACT DOCUMENTS:** In addition to this Agreement, the applicable Contract Documents, if any, are set forth in the list attached hereto as Exhibit 2.

**INCORPORATION:** To the extent of any conflict between this Agreement and the referenced Contract Documents, this Agreement shall control.

**WARRANTY:** SJE warrants that its Work will be free from defects in material or workmanship not intrinsic in the design or materials required by the Agreement for one year commencing on the date of substantial completion, provided that SJE has been paid in full for all Work (herein referred to as the "Warranty").

If Owner believes that the Work provided hereunder is defective in material or workmanship, then written notice with an explanation of the defect shall be given promptly by Owner to SJE, but all claims for Warranty service must be reported within the Warranty period. Additional work or repair or replacement of materials shall not extend the Warranty period as to the entire Work. The one-year period for correction of Work shall not be extended by corrective Work performed by SJE.

Owner's exclusive remedy and SJE's sole obligation is to supply and pay for all labor and materials necessary to repair Work found to be defective during the Warranty period.

Owner's failure to make a claim, as described in the above paragraph, shall constitute an unqualified acceptance of such Work and waiver by Owner of all claims with respect thereto.

**EXCEPTIONS TO LIMITED WARRANTY:** SJE shall have no liability or obligation to Owner with respect to Work requiring service during the Warranty period which is subject to any of the following: abuse, improper use, water intrusion, negligence, accident, modification, failure of the end-user or Owner to regularly maintain and inspect the Work, and attempted repair by nonqualified personnel.

The Warranty does not cover normal wear and tear. The Warranty will be suspended until SJE has been paid in full for its Work. Any suspension of the Warranty shall not toll or extend the Warranty. Warranties supplied by the manufacturer will replace and take precedence over the Warranty. In the event that manufacturers' warranties may apply, Owner agrees to seek all applicable forms of redress under such manufacturers' warranties prior to making or asserting any claim against SJE.



**DISCLAIMER OF WARRANTY:** EXCEPT FOR THE FOREGOING WARRANTIES, SJE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY AND/OR ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**INDEMNITY:** To the fullest extent permitted by law, Owner shall defend, indemnify and hold harmless SJE, its affiliates, employees, officers, directors, assigns or subcontractors from all claims for bodily injury and property damage that may arise as a result, in whole or part, from the negligence or misconduct of Owner or others retained by Owner.

**CONTRACT DOCUMENTS REVIEW:** SJE is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but SJE shall promptly report to Owner any nonconformity discovered by or made known to SJE as a request for information in such form as the Architect may require. Owner shall undertake to resolve any error, inconsistency, or omission reported immediately and with such promptness as will not delay progress of the Work.

**APPLICABLE CODES:** All Work will comply with the prevailing codes and standards for elevator upgrade work describe in the Contract Documents, including the ASME ANSI A17.1 Code and the ADA code.

**CLOSE OUT DOCUMENTS:** SJE shall provide as built wiring diagrams and schematic, installation and adjusting manuals.

**INFORMATION AND SERVICES REQUIRED OF OWNER:** Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. SJE shall be entitled to rely on the accuracy of information furnished by Owner but shall exercise proper precautions relating to the safe performance of the Work.

Owner shall furnish information or services required of Owner by this Agreement with reasonable promptness. Owner shall also furnish any other information or services under Owner's control and relevant to SJE's performance of the Work with reasonable promptness after receiving SJE's written request for such information or services.

Owner shall furnish 1) a dry and secure location for materials and 2) a phone line capable of establishing communication between an in-car phone (which dials a preprogrammed standard ten digit external number upon activation of a push

button) and a remotely located live attendant.

Owner or its consultants shall review and approve Shop Drawings, Product Data, Samples and similar submittals with such reasonable promptness as to cause no delay in the Work. As such, unless another time period is agreed to in writing by SJE and Owner, Owner or its consultants will shall review and approve Shop Drawings, Product Data, Samples and similar submittals within 10 calendar days of receipt.

Unless another time period is agreed to in writing by SJE and Owner, Owner or its consultants will process change order requests within 10 calendar days of receipt and requests for information within 3 calendar days of receipt.

If unsafe conditions occur while SJE is performing the Work, or if directed by federal, state or local officials, either SJE or Owner shall have the right to stop Work on the applicable Project.

**TIME:** SJE shall prepare and submit for Owner's information a construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and shall provide for expeditious and practicable execution of the Work. SJE shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

**HOURS OF WORK:** The compensation provided for in this Agreement contemplates all Work to be done during regular working hours of regular working days unless otherwise agreed upon by both parties and with SJE having uninterrupted possession of the elevator.

**CHANGES IN THE WORK:** By appropriate modification (a "Change Order"), changes in the Work may be accomplished after execution of the Contract. The Owner may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and SJE. Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or by SJE's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit.

**FORCE MAJEURE:** If SJE is delayed at any time in the commencement or progress of the Work by an act or neglect of Owner, or of an employee or consultant of Owner, or of a separate contractor

employed by Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond SJE's control; or by delay authorized by Owner, then the Contract Time shall be extended by Change Order for such reasonable time.

**INDEPENDENT CONTRACTOR:** SJE shall act as an independent contractor in providing the Work. The means and methods SJE employs to provide the Work under this Agreement are matters entirely within its discretion and control in accordance with accepted industry practices. SJE has no authority to act as an agent of Owner. SJE acknowledges and agrees that SJE is solely responsible and liable for performance of all duties, obligations and responsibilities as an employer of individuals hired or retained by SJE to provide services to Owner, including, but not limited to, recruitment, interviewing, hiring, maintenance of personnel records, compliance with Form I-9 Employment Eligibility Verifications, drug testing, payment of wages, setting wage rates and supervision.

**CONCEALED OR UNKNOWN CONDITIONS:** If SJE encounters conditions at the Project that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, SJE shall promptly provide notice to Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. Owner will promptly investigate such conditions and, if Owner determines that they differ materially and cause an increase or decrease in SJE's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of this Agreement is justified, Owner shall promptly notify SJE in writing, stating the reasons. If SJE disputes Owner's determination or recommendation, SJE may proceed under the Dispute Resolution procedures set forth below.

**TRAINING & KEYS:** SJE will provide training to building and facilities personnel on the use of newly installed equipment. It will provide three (3) sets of keys of all key switches.

**TERMINATION BY SJE:** SJE may terminate this Agreement if the Work is stopped for a period of 30 consecutive days through no act or fault of SJE or a

subcontractor, sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with SJE, for any of the following reasons:

- 1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- 2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- 3 Because Owner has not made payment on an Application for Payment within the time stated in the Contract Documents; or
- 4 Owner has failed to furnish to SJE promptly, upon SJE's request, reasonable evidence of financial ability.

Furthermore, upon seven (7) days' written notice to the Owner, SJE may, at SJE's option, suspend performance or terminate the Agreement if Owner: (a) fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Work to be performed pursuant to this Agreement; (b) assigns this Agreement (or any rights or obligations hereunder) without SJE's consent; (c) fails to pay any amount to SJE following Owner's receipt of the invoice memorializing Owner's obligation to pay such amount in violation of the Terms of the Agreement; or (d) otherwise materially breaches this Agreement. Upon termination of this Agreement by SJE, SJE shall be entitled to recover from Owner payment for all Work provided and for any proven loss, cost or expense in connection with the Work provided or to be provided, including all demobilization costs plus reasonable overhead and profit. Any exercise of its right to suspend performance shall not preclude SJE from subsequently terminating this Agreement.

**DEFAULT AND TERMINATION BY OWNER FOR CAUSE:**

a. If SJE defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) working day period after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, Owner may, without prejudice to other remedies Owner may have, correct such deficiencies after again notifying SJE in writing of its intention to do so. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due SJE the reasonable cost of correcting such deficiencies.

b. In addition to the right to correct deficiencies as set forth in (a) above, after the ten (10) working days written notice in subsection (a) above to SJE and SJE's failure to commence and continue correction of such default or neglect with

diligence and promptness, Owner may terminate the Contract if SJE:

- 1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between SJE and the Subcontractors;
- 3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- 4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

When Owner terminates the Work Order for one of the reasons stated in this Section, SJE shall not be entitled to receive further payment until the Work is finished.

**DISPUTE RESOLUTION:**

a. General. The validity, interpretation and effect of this Agreement shall be governed by laws of the jurisdiction in which the Work is located without consideration of that jurisdiction's choice of law analysis.

b. Claims, disputes, or other matters in controversy arising out of or related to the Contract in excess of \$75,000 shall be subject to mediation as a condition precedent to binding dispute resolution. The parties shall share the mediator's fee and any filing fees equally.

c. The parties select arbitration as the method for binding dispute resolution in the Agreement. Any Claim shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

d. The substantially prevailing party in any dispute resolution process shall be entitled to recover all costs incurred in any dispute resolution including but not limited to attorney's fees, expert fees, and court and arbitration costs.

e. Any dispute resolution method shall be heard in the state and county in which the Project is located and shall not be heard by more than 1 arbitrator unless the parties mutually agree otherwise. The arbitrator shall be an attorney specializing in the area of construction.

f. The award rendered by the arbitrator shall be final, binding and unappealable.

**SURVIVAL:** The Terms, Assignment, Limitation of Liability, Warranty, Exceptions to Limited Warranty and Disclaimer of Warranty sections shall survive the termination of this Agreement.

**SEVERABILITY:** In the event any provision of this Agreement shall be held invalid or unenforceable, it shall be deemed modified only to the extent necessary to make it lawful. To effect such modification, said provision shall be deemed deleted, added to and/or rewritten, whichever shall most fully preserve the intentions of the parties as originally expressed herein.

**WAIVER:** No failure or delay on the part of any party hereto in the exercise of any right hereunder will impair such right or be construed to be a waiver of, or acquiescence in, any breach or default, nor will any single or partial exercise of any such right preclude other or further exercise thereof or of any other right.

**ENTIRE UNDERSTANDING:** This Agreement (including documents specifically referenced in this Agreement) represents the entire understanding among the parties hereto with respect to the subject matter hereof, and this Agreement supersedes all previous representations, understandings, or agreements, oral or written, between the parties with respect to the subject matter hereof and cannot be modified except by a written instrument signed by the parties hereto. In reaching the agreements in this Agreement, neither party has relied upon any representation or promise, oral or written, except those set forth herein.

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

**RESOLUTION NO. 2025-10**

**Certifying the 2023 Fiscal Year Annual Audit as Prescribed  
by the New Jersey Local Finance Board**

**WHEREAS**, N.J.S.A. 40A:5A-5 requires the governing body of each local authority to cause an annual audit of its accounts to be made; and

**WHEREAS**, the annual audit report for the fiscal year ended September 30, 2023 has been completed and filed with the Ocean City Housing Authority pursuant to N.J.S.A. 40A:5A-15; and

**WHEREAS**, N.J.S.A. 40A:5A-17, requires the governing body of each authority to, within 45 days of receipt of the annual audit, certify by resolution to the Local Finance Board that each member thereof has personally reviewed the annual audit report, and specifically the sections of the audit report entitled “General Comments” and “Recommendations,” and has evidenced same by group affidavit in the form prescribed by the Local Finance Board; and

**WHEREAS**, the members of the governing body have received the annual audit and have personally reviewed the annual audit, and have specifically reviewed the section of the annual audit report entitled “General Comments” and “Recommendations,” in accordance with N.J.S.A. 40A:5A-17,

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Commissioners of the Ocean City Housing Authority hereby certifies to the Local Finance Board of the State of New Jersey that each governing body member has personally reviewed the annual audit report for the fiscal year ended September 30, 2023, and specifically has reviewed the sections of the audit report entitled: “General Comments” and “Recommendations,” and has evidenced same by group affidavit in the form prescribed by the Local Finance Board.

**BE IT FURTHER RESOLVED**, that the secretary of the authority is hereby directed to promptly submit to the Local Finance Board the aforesaid group affidavit, accompanied by a certified true copy of this resolution.

**IT IS HEREBY CERTIFIED THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON JANUARY 21, 2025.**

**ADOPTED:** January 21, 2025

**VOTE:**

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

OCEAN CITY HOUSING AUTHORITY

BY: \_\_\_\_\_  
Robert Barr, Chairperson

**ATTESTATION:**

This resolution was acted upon at the Regular Meeting of the Ocean City Housing Authority’s Board of Commissioners held on January 21, 2025 at the Administrative Offices – 635 West Avenue, Ocean City, New Jersey.

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

**Affidavit: Local Authorities  
Fiscal Control Law (L.1983,C313)  
as per FY End Audit: 9/30/2023**

**Local Authorities Group Affidavit Form**

**Prescribed by  
The New Jersey Local Finance Board**

**Audit Review Certificate**

We, the members of the governing body of the Housing Authority of the City of Ocean City, being of full age and being duly sworn according to law, upon our oath, depose and say:

1. We are duly appointed members of the Housing Authority of the City of Ocean City.
2. We certify, pursuant to *N.J.S.A. 40A:5A-17*, that we have each reviewed the annual Audit Report for the Fiscal Year Ending September 30, 2023 and, specifically, the sections of the Audit Report entitled, "General Comments" and "Recommendations."

**NAME**

**SIGNATURE**

Robert Barr

\_\_\_\_\_

Robert Halliday

\_\_\_\_\_

Beverly McCall

\_\_\_\_\_

Patricia Miles-Jackson

\_\_\_\_\_

Robert Henry

\_\_\_\_\_

Patrick Mumman

\_\_\_\_\_

Brian Broadley

\_\_\_\_\_

Sworn to and subscribed before me this 21<sup>st</sup> day of January 2025.

\_\_\_\_\_

Notary Public of New Jersey