

STATE OF NEW JERSEY  
SECAUCUS HOUSING AUTHORITY  
700 COUNTY ROAD  
SECAUCUS, NEW JERSEY

MAY 27, 2021

This is a condensed transcription of taped minutes of ZOOM meeting  
as taken on Thursday, May 27, 2021 commencing at 6:00 P.M.  
700 County Road, Secaucus, New Jersey.

Executive Director Marra called meeting to order.

**ROLL CALL**

Present:

Chairman Michael Harper  
Commissioner Richard Fairman\*  
Commissioner Patricia Mondadori  
Commissioner Raj Pardasani  
Commissioner Carmen Rivera  
Commissioner Antonio Suarez

Also Present:

Executive Director Christopher Marra  
Deputy Executive Director Jake Naszimento  
Charles D'Amico, Esq., Counsel to the Authority  
John Buckalew, Manning Materials Corp.  
Lee Mestres, Architect

Absent: Vice-Chairman Michael Schlemm

**ED Marra announced as of Friday, May 28, 2021 per Governor Murphy, masks will no longer be required to wear in SHA buildings.**

**REORGANIZATION MEETING**

ED Marra asked for nomination from floor for Chairperson.

Motion to nominate Michael Harper as Chairperson made by Commissioner Suarez; 2<sup>nd</sup> by Commissioner Rivera.

**There were no other nominations for Chairperson. No vote was needed.**

Chairman Harper asked for nominations for Vice-Chair and Treasurer.

Motion to nominate Michael Schlemm as Vice-Chairperson made by Commissioner Rivera; 2<sup>nd</sup> by Commissioner Suarez.

**There were no other nominations for Vice-Chairperson. No vote was needed.**

Chairman Harper asked for nominations for Treasurer.

Motion to nominate Antonio Suarez as Treasurer made by Chairman Harper; 2<sup>nd</sup> by Commissioner Mondadori.

**There were no other nominations for Treasurer. No vote was needed.**

### **OPEN PUBLIC MEETINGS ACT**

Adequate notice of this meeting, a special meeting notice, was placed in the Jersey Journal earlier in the week and also sent to Town Clerk, posted on the bulletin board. Meeting is starting at 6:00 P.M. tonight.

**FLAG SALUTE – omitted**

### **MINUTES OF APRIL 22, 2021 MEETING**

Motion to be approved made by Chairperson Harper; 2<sup>nd</sup> by Commissioner Mondadori.

\*(Commissioner Fairman joined meeting at this point.)

VOTE: AYES/All Present Commissioners (6)                      Absent: Schlemm

### **PAYMENT OF CLAIMS FOR MONTH OF MAY**

Commissioner Pardasani asked about janitorial amount – does it come from CARES account. ED Marra said they are regular janitorial supplies that SHA is purchasing, not for cleaning of COVID. CARES funds for those not used.

Motion to approve payment of claims as listed made by Commissioner Suarez; 2<sup>nd</sup> by Commissioner Rivera.

VOTE: AYES/All Present Commissioners (6)                      Absent: Schlemm

### **FINANCE COMMITTEE**

Monthly bank account balance and report from J.A. Montgomery. Glen Prince from J.A. Montgomery visits every few years; walk around. DED Naszimento took him to 3 buildings, as ED Marra was unavailable. DED Naszimento took Glen Prince from J.A. Montgomery along with Joe and Ronnie after meeting in

Community Room, where they discussed emergency action plans; fire exits posted, to see all fire extinguishers with tags, and other items. Following that Glen did complete walk-through of all buildings with Joe.

ED Marra told Commissioners there was series of recommendations that SHA has to take action on: did SHA have emergency action plan – SHA has emergency manual plan. ED Marra spoke with Glen's colleague after meeting; said yes, SHA has a plan, but last time pulled out was Hurricane Sandy – usually only pulled out when there is upcoming hurricane to make sure SHA has done all checklist items on that. Also there was **fire plan**. In 10 years of ED Marra being here at SHA, we do not have fire prevention plan. They send model work, which SHA takes and creates own plan from; which will be done over next month as SHA must respond to this, and they come back and check to see if you've done these things. DED Naszimento added Glen mostly concerned with SHA emergency plan; to know that floor plans were posted where tenants can see them; interested that SHA has a system for identifying any abandoned vehicles on property; wanted to know information about building configuration in terms of units counts and to know location of all fire hydrants. ED Marra said Glen wants to know more about surveillance cameras, etc. There are 4 items that SHA has to take action on, get back to them when completed, which will be done during month of June. (Commissioners had no questions on report from J.A. Montgomery.)

In last meeting, discussion was about joining cooperative. ED Marra contacted Sandy D'Arzen, Purchasing Agent for Town of Secaucus. Her response is included in email; they do use that co-op; included list of all other co-ops that Town of Secaucus is part of. He will investigate some of them. Specific reason SHA joined Educational Service Commission was because Magic Touch Construction is in that Commission at a better rate than rate SHA has with them right now under contract. SHA can use them through co-op. ED Marra sent it to them very next day, response received that he would process that right away, ED Marra has no follow-up and not been able to follow-up with him that SHA is now in that co-op.

## **PROFESSIONAL SERVICES COMMITTEE**

Two resolutions on agenda, but #2021-20 will not be done, as he has no recommendation and wants to speak with both engineers on B&G Committee. 4 proposals but 2, due to price, which were very closely priced – other 2 very over-priced. ED Marra wants B&G Committee to speak with these people. In June meeting it will come up again. #2021-19 will be awarded this evening to Habitech Architecture for milling and paving upgrade to Rocco Impreveduto parking lot. At last meeting, woman on zoom meeting said she fell in parking lot. Lee's cost is \$4,500; estimating cost of job @ about \$65,000.

**RESOLUTION #2021-19**  
**(Award of Contract for A/E Services for**  
**Milling and Paving of the parking lot at 600 County Avenue)**

WHEREAS, the Secaucus Housing Authority (hereinafter referred to as SHA) has need for A/E services for the milling and paving of the parking lot at 600 County Avenue; and

WHEREAS,SHA is permitted to contract for such services, pursuant to both the New Jersey Redevelopment and Housing Law and the New Jersey Public Contracts Law; and

WHEREAS, pursuant to SHA’s Procurement Policy Guidelines, the SHA solicited a professional service companies for proposals; and

WHEREAS, SHA received a proposal from one A/E firm, and

Habitech Architecture  
 12 Pinecrest Drive  
 Medford, NJ 08055-9774

BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the Town of Secaucus that a contract for A/E services for Security/Surveillance System Upgrade be awarded to:

Habitech Architecture  
 12 Pinecrest Drive  
 Medford, NJ 08055-9774

in the amount of \$4,500.00 and

BE IT, FURTHER, RESOLVED that a copy of the proposals are on file in the office of the Housing Authority of the Town of Secaucus and funds for this contract have been made available through a loan from Bogota Savings Bank arranged through the SHA’s participation in Rental Assistance Demonstration Program.

<b>Commissioners</b>	<b>Ayes</b>	<b>Nays</b>	<b>Absent</b>
Chairman Harper	X		
Vice Chairman Schlemm			X
Commissioner Fairman	X		
Commissioner Mondadori	X		
Commissioner Pardasani	X		
Commissioner Rivera	X		
Commissioner Suarez	X		

Motion to approve made by Commissioner Suarez; 2<sup>nd</sup> by Commissioner Rivera.

VOTE: AYES/All Present Commissioners (6)                      Absent: Schlemm

**PERSONNEL COMMITTEE – will be discussed in Closed Session**

## **POLICY COMMITTEE**

TO: Seacaucus Housing Board of Commissioners

FROM: Christopher Marra, Executive Director

RE: Draft By-Laws

DATE: May 26, 2021

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Attached are the draft By-Laws which were prepared by the Authority's counsel Charles D'Amico back in January 2021. While these were not "officially introduced" at the January 28 meeting, they were distributed for comments by Board members. After that meeting, the following questions and recommendations were put forth.

This memorandum and By-Laws are not for introduction on May 27, but to discuss the following recommendations and clarifications. If the Board can settle these outstanding matters on Thursday, then the By-Laws can be introduced at the June meeting.

1) Article II, Section 2 should be changed from: "The Officers of the Authority shall be a Chair, a Vice Chair and an Executive Director and General Secretary."; to

**The Officers of the Authority shall be a Chair, a Vice Chair and an Executive Director and General Secretary, and Treasurer.**

### **PLEASE NOTE #1 HAS BEEN CHANGED**

2) **There was a question about terms limits for housing authority commissioners.**

Charles D'Amico responded to this question citing NJ Statute 40A:12A-17 Creation of housing authority. He stated that it was his opinion that the SHA (or any other authority) could not include in its by-laws as a limitation on commissioner terms as the statute cited above controls the ability and tenure of appointments.

3) **ARTICLE II – Section 8 currently reads:**

Absence of Executive Director and Deputy Executive Director – In the event of a temporary simultaneous absence of both the Executive Director and Deputy Executive Director the Board of Commissioners, upon a majority vote, may select a temporary appointee, pursuant to law, for a period not to exceed twenty-eight (28) days. If a majority of commissioners does not agree on a temporary appointee, then a temporary appointee selected from among the Commissioners shall serve without compensation, other than the payment of necessary expenses. Should both Executive Director and Deputy Executive Director be absent or unable to perform their duties for a period that exceeds twenty-eight (28) days, then the Board of Commissioner's shall select a temporary appointee from among the Commissioners who shall serve without compensation, other than the payment of necessary expenses until such time that either the Executive Director or Deputy Executive Director is able to continue with the duties.

What is the source of this paragraph? Is it a HUD recommended/sourced paragraph, do other NJ authorities have it, etc?

Can we eliminate word "both" and go with "either"?

Is there a concept to replace the 28 day limitation and why is the measurement 28 days? Do we want explicit provision for a second 28 days if board so chooses and is that worthy of including?

Is there any litigation risk and commissioner liability?

#### 4) Article II Section 9

Possible omission--Should Treasurer be added after Vice Chair?

#### 5) Article II Section 10

First sentence currently reads:

The Chair and Vice-Chair shall be elected at the annual meeting of the Authority from among the Commissioners of the Authority, and shall hold office for one year and until their successors are elected and qualified.

**Add as a last sentence: Officer shall hold office for one year, not to exceed two (2) successive terms unless no other member is nominated and elected for a new term.**

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ED Marra stated set of By-Laws prepared by Attorney Charles D'Amico in January with 5 items to be discussed as a Board tonight to clarify them. Presumably if all clear on those or have consensus, then at June meeting By-Laws will be introduced; put legal notice in newspaper and at July meeting, adopt By-Laws. Mr. D'Amico said there has to be 30-day notice before they can be adopted. They are not being introduced tonight; it will be in June as still clarifying things that ED Marra wrote memo about.

1. Officers of SHA – **CHAIR, VICE-CHAIR, EXECUTIVE DIRECTOR and GENERAL SECRETARY** – which is technically, ED Marra's title – Executive Director & General Secretary – also **TREASURER**
2. Question about **term limits for Housing Authority Commissioners** – are Housing Authority Commissioners limited to 1 term, 2 or 3 terms – any terms. Mr. D'Amico wrote back citing New Jersey Statute 48:12(a)-17 – Creation of Housing Authority – stating it was his opinion that Authority or any other Authority, but not included in its By-Laws as a limitation on Commissioner terms as the Statute cited above controls the ability and tenure of appointments. **There are no term limits on Commissioners.**
2. Has to do with **absence of Executive Director and Deputy Executive Director** – actual words in By-Laws: "In the event of a temporary

simultaneous absence of both the Executive Director and Deputy Director, upon a majority of vote, may select a temporary appointee pursuant to the law for a period not to exceed 28 days. If a majority of the Commissioners does not agree on a temporary appointee, and a temporary appointee selected from among the Commissioners shall serve without compensation other than the payment of necessary expenses. If both the Executive Director and Deputy Executive Director be absent or unable to perform their duties for a period that exceeds 28 days, then the Board of Commissioners shall select a temporary appointee from among the Commissioners who shall serve without compensation other than payment for necessary expenses.”

First question asked was what is source of that paragraph? Is it a HUD recommended source paragraph and do other N.J. authorities have it? Mr. D’Amico drafted it himself based on what Commissioners were talking about at prior meetings. It is not HUD recommendation. In By-Laws from other N.J. housing authorities, no one else hand anything like that.

Second part of that question is wording about “both and either”; but last part is concept to replace 28 day limitation – why is it 28 days; is there explicit provision for a second 28 days if Board so chooses and is that worthy of inclusion, because stated in these By-Laws, that after first 28 days, you basically have to pick a Commissioner. This question is asking can you renew another 28 days with temporary ED. ED Marra is assuming “temporary ED” is outside the Agency, not a Commissioner. Mr. D’Amico said issue is when you select someone temporarily and they’re getting paid, you have to advertise for that and it takes a month to advertise – that’s why 28 days is in there. It’s question of giving proper amount of time for them to submit application pursuant to Fair & Open Act. You can’t do it on Wednesday and appoint somebody on Thursday.

Question: Is there any litigation risk or Commissioner liability in that that you see? By appointing this temporary person, is there any litigation or it’s the same liability as if they had an ED. Mr. D’Amico said if they do something improper, then they can get sued. You’re not free from suit because By-Laws said you can make an appointment.

Question: In sticking with 28 day issue; presumably both people are not available, Board gets together and put an ad in newspaper to hire a temporary person. Can that contract be something where it’s for 28 days with option to renew for another 28 days built in there so you have some continuity or do you have to re-advertise for each 28 day session? Mr. D’Amico answered way it’s written now, you cannot extend it. You want to have some limit on there – ED and DED positions are filled. First line of Paragraph 8 is important part: which says **in the absence of both**. You’re

presuming that 2 people aren't going to be absent for more than a month. You create more issues by extending the time.

ED Marra: Third issue brought up – how Section 8 currently reads. Commissioner Fairman said in leaving (inaudible), if we change from “should both” to “should either”, what would be the business reasons not to go with “either” as opposed to “both” thinking that use of “either” as opposed to “both” gives Board and Commissioners greater flexibility to handle the matter that would be potentially of serious consequences at that time – **both** seems to be limiting; **either** seems to be giving greater flexibility. Mr. D’Amico answered: using people there now, for example. ED Marra is out sick; it is DED Naszimento's job to do ED Marra's job while he's out ill. No legal manner in which, if ED Marra is sick, you can appoint a temporary ED, if DED is still there. That's why it is not **either**. Now if DED Naszimento is out, and ED Marra doing both jobs – again, Mr. D’Amico has not seen Section 8 in their By-Laws in entire State of New Jersey. This is a unique thing SHA has created because issue came up, what happened if they got COVID, which did not happen. If you're going to put in: well, if one of them is out, then We, the Commissioners, have the right to appoint somebody temporarily to replace them – that doesn't exist anywhere else, and I think you're running into a problem that's contrary to the Statute. Commissioner Fairman said if it's a legal issue, he'll respect that. Mr. D’Amico added public authority is run different than businesses on purpose.

ED Marra said there was a possible omission, Treasurer needed to be added and should it be after Vice-Chair in Article 2, Section 9 – ANSWER is yes, it should be added – third person.

Last item is Article 2, Section 10: First sentence currently reads: “The Chair and the Vice-Chair shall be elected at the Annual Meeting of the Authority from among the Commissioners of the Authority and shall hold office for one year and until their successors are elected and qualified.” Recommended suggestion that said: “add as a last sentence – ‘Officers shall hold office for one year, not to exceed two successive terms unless no other member is nominated and elected for a new term.’” That is sentence that would go in after Article 2, Section 10. What we're saying is, you have a person, they get elected Chair and Vice-Chair for one year, they get elected for Chair and Vice-Chair for 2<sup>nd</sup> year and now 3<sup>rd</sup> year comes. Unless there is no other member nominated and **elected** for a term, you still have same people; but this sentence doesn't prevent current people from being still nominated to serve a third term.

Mr. D’Amico doesn't think there's a legal way to say you can restrict the Commissioners from running for Chairman. Commissioner Fairman asked Mr. D’Amico if there is anything that has transpired since January, where you gave your opinion, to now as well as anticipated final approvals in July, that you're



aware of that could be pending to change statutes you're basically giving us your opinion from – about Term Limits, No. 2, on the memo. Mr. D'Amico said he's not aware of any statute that came up since January. ED Marra said he attends NJ NAHRO meetings through Zoom on monthly basis. This came up in a piece of legislation or proposed legislation; Executive Directors would be heavily discussing this topic at that meeting. NJNAHRO would be taking a position on it in the piece of legislation. For meetings ED Marra has attended in 2021, it has not come up.

## **BUILDING & GROUNDS COMMITTEE**

**(6:31 P.M. - AT THIS POINT IN THE MEETING LEE MESTRES & JOHN BUCKALEW ENTERED. ED MARRA INTRODUCED COMMISSIONERS AND MR. D'AMICO VIA ZOOM VIDEO)**

ED Marra informed Commissioners that he and Lee had spoken with John last week. Hopefully, since April 22<sup>nd</sup> meeting, all Commissioners walked past The Elms, looking up at condition of building from east side. Authority needs to take action on The Elms. Lee will lead conversation, but Mr. Buckalew, having seen The Elms, will speak about its current state, speak about Dryvit product in 2021 vs. 1975 when The Elms constructed; what it will take to do that and after product is put on The Elms, how do you properly maintain it to extend its life. Authority for 45 years had water infiltration problems in that building – how do we prevent that over time, if you have new product on it.

LEE MESTRES, Architect – Company came and did extensive analysis of Dryvit System, known as EIFS, on building to see and determine to what extent damage was. Their recommendation was including removal of the system and come back with new skin of some sort. There are other options other than EIFS; problem is you have to comply with current energy codes for skin of building. Beauty of EIFS and one reason it was originally chosen, is it provides insulation layer and finish layer all as one product – still a few steps to get it on, but it's one product and relatively light weight. There are other ways – buildings constructed with metal panels or simulated wood siding – those systems look nice, but relatively heavy and still have to add insulation system up, but a framing system up to support those, which add weight to the building, which we don't know if existing framing system is capable of doing that.

Going with a multi-step system, it's almost definitely going with more expense than using EIFS product or Dryvit. When Dryvit first came out it was developed as a barrier system where it was meant to keep water out, but didn't think about what if water does get in. Newer skin systems on buildings these days are put up as “drainable” systems so that there's a plane behind finished system that allows water to drain out from behind finished system before it gets into actual building. Also allowing air to circulate behind finished system to keep it dry – big problem

with EIFS/Dryvit systems was they would get wet; no provision for them to dry out so they would continue to deteriorate; get mold and other issues.

John will speak about how newer EIFS system is applied. Bottom line is that's probably your most economical finish system to go back with; easiest system to meet current energy codes and doesn't necessarily have to be put back the way you see it now; can do things to EIFS panels to give you more variety in surface and make building more architecturally esthetic.

JOHN BUCKALEW, Manning Materials Corp. – Lee covered a lot of broad scopes of what's on The Elms now, an additional barrier system – EIFS – barrier is not a moisture draining system, which basically today, 99% of all EIFS systems you see are a drainable system. Back in 1975-mid '80s, early '90s pretty much every EIFS system was a **barrier system**. They are still available today, but problem is once you get moisture behind system, you do have problems with water not being able to escape system. Really caulking and backer rod that keeps barrier from having water infiltration. The EIFS system remains on the substrate, but slowly deteriorates because of incidental moisture or even running water in some cases coming through EIFS system through bad backer and caulk or bad roofing detail or detail missed, like camera flashing or whatever reason, it sits on the substrate and has nowhere to go, which compromises substrate – plywood, gypsum sheathing and/or metal or wood studs.

FAST FORWARD TO TODAY: John's suggestion is: on system you have on building now has run its course and a 3<sup>rd</sup> engineering company, Lee and myself believe EIFS system should be removed and replaced with another cladding. There are other claddings available – some heavier, some require more carpentry in order to apply it to substrate. John thinks its being replaced with an up-to-date Dryvit system. EIFS systems are synonymous with continuous insulation, so once you remove that EIFS system off building, replace it with some other cladding that doesn't have insulating properties of the foam that you have on outside of building, heating and air would increase 40-50% year after year, whereas when you have an EIFS system on it, it's called "continuous insulation", so you're still going to enjoy same attributes of having foam placed on outside, which does reduce your heating and air and carbon footprint to be environmentally conscious.

Main concern with removing what's on building and replacing it – the EIFS system you have there now has been adhesively attached to a substrate called gypsum sheathing or "old brown board exterior gypsum sheathing", no longer available. It has been replaced with sheathings that are glass mat – very common on job sites – yellow color called Densglass Sheathing by Georgia Pacific, but all major manufacturers of gypsum sheathings have a glass mat sheathing.

Most EIFS systems back in '70s-80's were either adhesively attached with a ribbon and dab method or mechanically fastened. Mechanically fastened systems went out of favor as they didn't hold up as well in wind tests as compared to adhesively attached. The Elms is adhesively attached; if you go to remove Styrofoam on outside of building you'll compromise sheathing that system lays on, basically, skin of building prior to application of clad. EIFS is a cladding, non-structural – no different than thin brick or some of architectural panels or even hardy plank or cementitious siding or vinyl siding. When you remove EIFS system, then you compromise sheathing, which needs to be replaced as well. You would replace your old brown board ship sheathing with up-to-date glass mat sheathing. When installed you would next install your adhesively attached with vertical notched ribbons to substrate and come out with base coat, mesh and finish coat, giving you what's known as a **moisture drained EIFS system**. So if incidental moisture gets back behind foam, it's got a way to drain out through a series of weep tubes that come on top of window jams, windows, floor lines that's able to leech out water through counter flashings – all typical details that coincide with up-to-date moisture drainage EIFS system.

Before foam is applied, building treated with a complete air and moisture barrier system provided by Dryvit, part of system, part of warranty, part of scope of work of a subcontractor installing the EIFS system. It is very value added and not available 20 years ago. Subcontractor worries about esthetic nature of project, but also is responsible for air and moisture barrier, which is part of system, part of warranty. Once that's done, they come put foam up; do their laminate, which is based (inaudible), very similar to what's in building, same type of application, all (inaudible) applied, different colors & textures, architectural details like window trims, coins – all can be introduced into building to make it look more pleasing or up-to-date – which Lee can decide, put pen to paper and Commissioners decide how they want building to look.

There is no other way to say can we just basically make repairs as needed and just recoat building – you have problems with laminate, had building looked at for many, many years. Lee and Chris mentioned that perhaps windows would be in play to be replaced, as windows look like they're from 1997. All of these things help entire process along, but obviously, was root of all evil here: amount of dollars in order to do this. Commissioners have to consider before Dryvit moves ahead with getting contractors in here to look at project and put number on project. Scope of work has to be defined. Dryvit is adamant, when they want to give a moisture drainage system called (inaudible) **plus MD** – MD stands for **moisture drainage** – windows either existing or replaced have to be flashed at rough opening. If other words, if you didn't want to replace them, put you want the moisture drainage warranty, Dryvit would strongly suggest windows come out; rough openings are treated with Dryvit product and windows are put back. Same thing with new windows. Old comes out, rough opening is treated; new window goes in. Once that's satisfied, then EIFS system

goes up; moisture barriers are put on face of wall; then EIFS system with foam, which is attached with no fasteners but an adhesive, vertical (inaudible) to give you drainage plane, comes out with base coat mesh finish on the face, which is what everyone sees. System is now warranted for 10 years; a performance warranty, which means that if something goes wrong and by manufacturer Dryvit, and applicator who did it did everything properly – and for some reason there is an issue, then everything can be replaced from metal studs to sheathing and complete EIFS system on out to the finish. It has a performance warranty for 10 years; it does not get watered down over time. Once you introduce Tremco sealants, owned by same parent company as Dryvit, you get an additional 2 years of warranty.

Another system out there with sheathing, called Tremco XOWare430, a joint venture between 2 manufacturers, coming up with a sheathing that has a laminate already on it, that's a waterproof material. If that material replaces new gypsum sheathing, John can give a 20-year warranty on an EIFS system that no one else can give you. You may want to consider as you want some longevity with warranty. It is without a doubt the Cadillac of all warranties having to do with EIFS system. Nobody else has it right now. John has a lot of square footage of this product – to a layman it looks like an orange piece of drywall going up on a wall; joints are treated with special sealant and then EIFS system is now applied directly to that. Yes, cost is more expensive for the Board, but labor and materials on Dryvit side of it for applicator is less. So in doing an entire study about traditional sheathing and XOWare 430, costs kind of wash out and are about the same. If Commissioners are interested, it can be looked at.

Warranty, in year 9 of 10 year warranty, we call; take look at the building; maybe replace some caulking. If that's all done and satisfies City of Secaucus, Building Commission and Board here, warranty can be extended for additional 10 years. It was formerly called Dryvit Care – meaning that warranty now gets blanketed out and extended into building itself; definitely available for your project. One of our jobs is going on almost 30 years – Pearl River Hilton – not same scope of work, but same system and kept it in very good shape – extended warranty another 10 years there. We would come in before expiration date, do what we need to do and offer SHA an extension of 10 years on warranty. Lee asked if there would be a yearly inspection. John said within first 3 years – at year 3 perhaps same contractor would come out that did work originally, called, take a look at system is performing, how caulking is performing and make any repairs that may occur. Yes, they can come out and take a look at it. John said within 5 years someone has to take a look. Caulking does not last forever. 100% silicone does have a great elongation and a nice service life.

Commissioner Suarez asked Lee, and is not an EIFS fan, every time he hears word “EIFS” in northeast – in Phoenix it works great, but here between water drainage systems, freezing rain and cracking, water penetrates quite a bit. Commissioner Suarez said everything John said about system, improvements on system, sounds

great – but his question is on existing system, which is first generation, is SHA in the predicament we're in, because it was a subpar system that's been improved on over last 30 years or is it that SHA failed to do proper maintenance over last 30 years that got us to problem SHA has now. My big question: SHA is going to dump money into a product, already replaced once – or do for 30 years, what's that solution? How did SHA get into this situation?

LEE: combination to 2 things: original EIFS design systems did have issues, which were discovered and why they changed their modus operandi, along with not just EIFS; a lot of building skin. Solutions ran into same problem, that's why whole drainage plane idea has come to pass. Unfortunately, SHA at early stages of EIFS, so now suffering from that. There probably has been some issues regarding maintenance; things that may have been done improperly to building over years that hasn't helped – problem you had – defective or early design; may have been some issues as John alluded to regarding windows. New windows put in in a number of locations; they probably did not flash rough openings properly so you already had a building that was prone to leaking. It may have been made worse in some cases where some of those windows were installed, particularly in the (inaudible) front of building at left hand side. No fault necessarily to anybody who maybe didn't know any better; finding these things out along the way. JOHN: SHA got 40 years out of a system that's worked fairly well. It's one of oldest systems that he's come across – The Elms is 1975. Dryvit was first one in USA and started in 1969, so you're looking at 6 years in of an EIFS system that was barrier, that's really stood test of time; and Lee said a lot of issues with EIFS were actually by others – some roofing contractor forgot a kick out flashing. It wasn't scope of work of EIFS guy. Most of the problems were mitigated and taken care of, but started about 20 years ago in Wilmington, N.C. where they had 2 hurricanes within 8 weeks of each other and had subdivision there that had EIFS in cookie cutter home design – 55+ type community. Once again, everyone said EIFS is the problem, and discussed it. This is a 40-year building, 40 year-EIFS system that over time has let water in, and has probably compromised sheathing, which is no longer available and not a best product any more; possibly corroded some metal studs. Windows replaced in 1997 – were they properly flashed? We don't know. After 5 years, windows could be tested for leaks and probably do leak.

Roofing issues up at the parapet – tremendous failures of any type of system or any cladding starts at roof. If roof leaks, gravity takes effect; things get in where they shouldn't get in and again Holy Grail is caulk joints. When EIFS system sits on a substrate, flat wall, chances of something getting through that is nil – all about details. John more concerned with what lies beneath EIFS system than how it actually looks on the wall as it's all about proper mitigation of any detail that may or may not emit water or create a crack or compromise EIFS system.

Commissioner Suarez asked about dense glass as product put underneath sheathing. JOHN: Next generation he's come across is ZIP system, water and air-

fight. Is that even a possible system to be considered. JOHN: If it is, the problem with ZIP that his products are not compatible. If SHA wanted to do ZIP system, it's like "catch-22". Put ZIP up, has a membrane on it, tape it off; looks great. When installed properly it does perform. Some ZIP systems fail within 5 years. EIFS is not really compatible with ZIP. If someone wants a moisture drainage EIFS system, we have to incorporate a TYBEC (inaudible) wrap; have to remove tape between joints if they want no mechanical fasteners; introduce our tape. Have to still roll over entire substrate with our product, because our adhesive base coat is not compatible with ZIP substrate. John's alternative to ZIP would be SE430 product, a joint venture between Tremco/USG and Dryvit to give you 20-year warranty, but to have a building that's got an air-moisture envelope on it that is tremendous. System can sit out in elements for 12 months without cladding on it.

(Lee showed screen on his computer to Commissioners picturing brick and panels. EIFS is easiest to put back on building.) LEE: Number of things can be done with EIFS panels doing more than what is there now, other than a plain (inaudible) unarticulated surface.

ED Marra asked John if they do project here at SHA, it has to start in April and end in early October. John answered actual installation of EIFS system, yes. Carpenter could run when he wants to start putting sheathing up; watch out for when fall comes and winter. Job like this being in size and scope, phase it doing one elevation at a time; secure objects to where it leads itself to be user friendly with that because it can stay out in elements up to a year, as long as you tape it in and put windows in, building can sit that way. It could be a little chilly for tenant, but outside will be dry, no water intrusion with that. April to 1<sup>st</sup> of December is when EIFS is installed without any issues going forward with cold weather. Commissioner Suarez asked how long it would take. John said this is probably 40-50,000 square feet of surface area. Lee answered takeoff was 13,000 square feet. A lot is masonry and (inaudible). John said with good weather, just EIFS portion not replacing of sheathing, EIFS portion could be knocked out in about 4 months or less. By end of mid June you could be finished with it.

Lee added when he did square footage takeoff from original drawings, that's what he came up with – 13,000 square feet. When at site with Chris and John, re: windows here – but it's a strip of windows across entire apartment, there's nothing to say that all the windows have to be put back. Perhaps come up with more traditional design inside apartment where 2 windows are put in instead of 3-4; have EIFS system span across opening. Study has to be done to see which is cheaper – replacing window or spanning that area with EIFS product. (Lee was showing full building on screen to Commissioners.) Ground windows are not within EIFS system, and money could be saved by not replacing them at this time. Discussion between John and Lee regarding ends of building have masonry, elevator shaft and stairwell, which don't necessarily need to be

wrapped in foam because is not an occupied, living space. Building is 4 floors, easily accessible with bloom lifts, scissor lifts, don't need to scaffold building off. As there are masonry separations, it would be easy to stage installation over couple of years, if you had to. Come up with maintenance plan for back side to try and help along.

ED Marra asked if Commissioners had questions – no response. He further added Buildings & Grounds did not just listen to explanation as it is a very big project and wanted all Commissioners to hear it; all talking from same notebook and same experience. Thank you to John and Lee coming on and giving SHA their time and expertise. Chairman Harper thanked both gentlemen as well.

(This portion of meeting concluded at 7:08 P.M.)

### **BUILDINGS & GROUNDS – CONTINUED**

ED Marra updated re: camera installation. All have been installed at Kroll Heights and Rocco Towers; The Elms is next week and just waiting for server – this is upgrade to surveillance cameras. Kroll Heights bathroom project is moving along – replacing toilets in each apartment; now waiting for vanities & sink to come in; replacement of G-floor at 600 County Avenue should be done tomorrow. Rug ripped up and LVT – luxury vinyl tile – has been placed on G-floor, which make entire floor look better. Hallway repainted also.

### **HOUSING CHOICE VOUCHER (HCV) PROGRAM – DED Naszimento**

Nothing put together re: voucher programs as ED Marra wanted to give Commissioners more information as there are a lot of ins/outs that are going with voucher program and wants to explain it to Commissioners. ED Marra just got confirmation today that Jake in Brick or ED Marra in Secaucus – do not have to submit SEMAP this year.

### **TENANT SERVICES/ISSUES**

SUE GASSER: Company that did toilets was excellent; professional, funny and did awesome job. She got out today for first time in a year – saw people working on cameras outside and today in elevators. She asked about people that are not vaccinated – can they go without masks (in regards to Governor Murphy's Friday, May 28<sup>th</sup> Order). ED Marra wrote in letter to everyone, following Governor's Executive Order in terms of indoor buildings, memo specifically says, "If you have been vaccinated, you can go without a mask. Visitors who have been vaccinated can come into the building without a mask", but obviously, just like any other building, etc. is not asking to produce your vaccine card. Not allowed to. Governor says it's the honor system and that's what it is. In our buildings, 60-70% of residents have been vaccinated – as we know about those vaccinated here. Some got shots on their own. Number is probably higher. There is no way to monitor it, but residents need freedom after these 15 months. At a tenant meeting yesterday at The Elms, ED Marra received loudest applause

in 10 years as Executive Director of Authority. Maintenance men will wear masks. People in office when interacting with resident outside of office in Community Room will probably wear a mask.

GIGI – 600 County Avenue, Apt. 704 – spoke regarding washing machine. Tuesday one of the machines never dried her clothes; she had to wash again and 2<sup>nd</sup> machine did same thing; she had to wash clothes again. Machine spun but didn't get rid of water and clothes very wet. ED Marra needs machine numbers and will call her after this meeting.

ED Marra requested residents leave Zoom meeting as Board going into Closed Session. Commissioners, Mr. D'Amico and Secretary Alvarez in remained in attendance.

(AT THIS POINT IN THE MEETING, MOTION MADE TO GO INTO CLOSED SESSION; MOTION MADE BY COMMISSIONER RIVERA; 2<sup>ND</sup> BY COMMISSONER PARDISANI.)

AYES/ALL PRESENT COMMISSOINERS (6)

Absent: Schlemm

Motion to adjourn public meeting made by Commissioner Mondadori; 2<sup>nd</sup> by Commissioner Rivera.

VOTE: AYES: All Present Commissioners (6)

Absent: Schlemm