

## Highlands at Ocean Point Condominium Association

### Service Contract – Maintenance Administrator

This agreement is between The Highlands at Ocean Point Condominium Association (HOP) and Donna J. Crone (DJC) for performance of the duties of Maintenance Administrator on the premises of the condominium buildings and real estate. The undersigned agree to the following terms and conditions:

#### REQUIREMENTS:

- Agrees to be 'on-call' 24 hours per day, 7 days per week by having her cell phone available (including overnight) and/or agreeing to check messages hourly **during the daytime hours**.
- **Updates knowledge** of software: email, word processor, spreadsheet and task management software.
- Monitors email **during the day**.
- Attend Trustee meetings (weekday evenings) – **between 5 and 10 a year**.
- Off duty: Administrator may be off duty 14 (fourteen) calendar days per year. The trustees should be notified of off-duty days at least a week in advance when possible and should be provided with ~~the Association's cell phone~~ and vendor lists with phone #s **including the Handyman**, and account numbers/passwords when Administrator is not available. **Schedules so as to avoid having the Maintenance Contractor off-duty at the same time**

#### RESPONSIBILITIES:

- a) **On a day-to-day basis determines which minor issues are condo association responsibilities and which are owner's responsibilities but makes suggestions to the trustees on costly issues that arise (money and time)**. Such determinations shall be made in accordance with the Master Deed, in particular (but not limited to) Section 4, Description of Units and Boundaries, Section 5, Description of Common Areas and Facilities, and Section 11, Appurtenances; and in the Declaration of Trust/condominium bylaws, in particular (but not limited to) Sections 5.2 and 5.3. ~~In non-emergency situations, and~~ when contested buy owners, the Board shall review such determinations, based on the Master Deed and Declaration of Trust.
- b) Maintain a set of master keys to all common areas and utility rooms and some unit keys if entrusted by owner. Keep keys secure and organized.
- c) Establish and **regularly update** a preferred vendor list. Make sure we always have current insurance certificates on file from all vendors.
- d) Maintain a log of every incoming **owner** call with date and time of origination, description, and date and manner of resolution. Maintain a **computerized, sortable** work order database of **maintenance request calls and emails** with sequential control numbers ~~preferably computerized~~ to track all open, in-progress and closed

projects. Submit maintenance log to trustees weekly for posting on the web site. Provide trustees with detailed status reports monthly.

- e) Maintain a petty cash fund (bank checking account) to pay small contractor invoices and supplies. Code invoices; provide account reconciliations to Lorell Management, with copy to Treasurer, monthly.
- f) Review all maintenance invoices on receipt, code and approve before sending to Lorell for payment with copy to Treasurer. ~~(to be finalized after GG's recommendations to Board)~~
- g) Stock a storage closet with frequently used supplies.
- h) ~~Become~~ Maintain familiarity with maintenance contracts for alarm systems and elevators. Coordinate with account representatives for best terms and make suggestions to trustees for changes.
- i) Take maintenance requests from owners by phone and email; return calls/emails promptly. Investigate problem in a timely fashion, determine what needs to be done and schedule the appropriate contractor to fix it. Follow up with unit owners about the ongoing status of their maintenance request.
- j) Coordinate with all vendors while they are working on-site. Insure that they have access to locked areas when they arrive and get status update before they leave.
- k) Reset light timers on each building frequently.
- l) Establish a schedule of routine maintenance (screen/storm doors, light timers, ice melt buckets, light bulbs, etc.) and make sure items are completed on schedule.
- m) Walk around the property regularly to look for problems that haven't been reported but should be addressed.
- n) Schedule standard inspections of alarms, smoke detectors and elevators with applicable State agency. Pass out notices and make arrangements with unit owners for access at least a week in advance with a reminder 24 hours beforehand. Accompany inspectors into units.
- o) Execute maintenance requests/projects from trustees and report status monthly or on request.
- p) Obtain three price quotes for major projects as specified by trustees. Supervise projects in progress.
- q) Provide (except in the case of emergencies) a minimum of 24 hours' notice, earlier if possible, to owners and tenants whenever workmen, the manager, or anyone will be on their deck or otherwise imposing on their private space, ~~needs to work outside the unit or may make considerable noise or mess close to units.~~ Such notice will be provided by email. Phone calls will be made to residents who do not use email.
- r) Provide a minimum of 24 hours' notice, earlier if possible, to owners and tenants before any chemicals are used in areas accessed by owners, tenants, or their pets. Such notice will be provided by email. Phone calls will be made to residents who do not use email.

- s) Keep trustees apprised of ongoing maintenance issues of significance between meetings by email.
- t) **Maintain a file of contracts, bids and vendor certificates of insurance for use by the trustees.** Such records shall be kept up-to-date on the property and shall be available for reasonable inspection by any unit owner or by any mortgagee holding a recorded first mortgage on a unit during regular business hours. Access to said records shall include the right to photocopy said records at the expense of the person or entity making the request. Such records shall be the property of the Association. The organization shall be entitled, during regular business hours, to receive and review such records, upon request, at any time during the term of the agreement.

**TERM and TERMINATION:**

**This Agreement shall be in effect, commencing on January 1, 2016, and shall automatically renew for successive twelve (12) month periods for up to three years terminating on December 31, 2018.**

The Association shall have a right to terminate the contract for cause with ten days' notice, during which time the Administrator shall have an opportunity to cure. (M.G.L Ch. 183A Sec. 10 (e)) The Agreement shall be terminable without cause and without incurring payment of a termination fee on thirty (30) days (or less) written notice.. (HOP by-laws Sec. 5.11)

~~Either party must give at least 60 (sixty) days WRITTEN NOTICE to terminate this agreement for any reason.~~

**COMPENSATION:**

- Seven hundred and forty dollars (\$740.00) per month will be paid from the HOP general operating account by the 10<sup>th</sup> of each month. No overtime will be paid.
- HOP will reimburse Maintenance Administrator for all regular monthly cell phone charges and any measured billing related to HOP business.
- HOP will pay insurance premiums for general liability and worker's compensation insurance for Maintenance Administrator. HOP will not pay for medical/health insurance.

Agreed by the parties signed below.

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Name, Title, Date

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Name, Title, Date