

The Algonquin Association

Board of Directors Meeting

Algonquin Room

7320 Glenroie Avenue

Norfolk, VA 23505

June 27, 2023

4:00pm

AGENDA

- I. Call to Order**
- II. Adoption of Agenda**
- III. Homeowners Forum (Limited to 15 minutes)**
- IV. Approval of Minutes**
 - A. May 23, 2023 Board Meeting Minutes**
 - B. June 16, 2023 Special Board Meeting Minutes**
- V. Treasurer's Report**
- VI. Committee Reports**
 - A. Building Committee**
 - B. Communications Committee**
 - C. Covenants Committee**
 - D. Finance Committee**
 - E. Fire Safety Committee**
 - F. Grounds Committee**
 - G. Guest Rooms Committee**
 - H. Library Committee**

- I. Pool Committee**
- J. Social Committee**

VII. Maintenance Report

VIII. Manager's Report

IX. Unfinished Business

A. Kitchen Repairs

B. Damuth Revised Proposal for Domestic Hot Water Leaks

X. New Business

A. Unanimous Consent – Irrigation Repairs

B. Paint the pool house

C. First Floor Hallway Lights

D. Parking Lot Pole Lights

E. Maintenance Equipment - Drain Snake

F. Shrub replacement

G. Damuth Proposal – Chiller Overhaul

XI. Announcements

XII. Homeowners Forum

XIII. Adjourn

The next Board of Directors' meeting will be held on Tuesday, July 25th at 4:00pm in the Algonquin Room.

The Algonquin Association
Regular Board Meeting
May 23, 2023, 4:00 p.m.

I. Call to Order

The regular monthly Board meeting was convened by President Sarah (Sally) McPhillips at 4:01 PM in the Algonquin Room. Board members present were Vice President Bill Ballard, Treasurer Barbara Klear, Secretary Mark (Boring) McElhaney, and At-Large Member Cannon Renfro. Staff present were Association Manager Patrick Gasser and Maintenance Supervisor Anthony (Tony) Michalek. Homeowners present were Karen Inman, Margaret Magnussen, Anne Lankford, Margie Thrift, Carol Starck, Shelly Wagner, John Wagner, Margaret Ayscue, Berry Duron, Mary Jo Sturtevant, Gloria Ornoff, Pete Beller, Abby Baird, Catherine Chappell, Pat Carter, Llew Roberts and Pat Tayloe.

II. Adoption of Agenda

It was moved by Bill Ballard to adopt the agenda. The motion was seconded by Barbara Klear with an amendment to add, under New Business, item IX.F. to discuss the proposal for renovation of The Algonquin Room floor. The Board unanimously approved the agenda with the stated amendment.

III. Homeowners' Forum

Topics discussed included an excess number of shopping carts in the lobby on Sunday afternoon. Association Manager, Patrick Gasser, will discuss this issue with staff.

IV. Approval of Minutes

A motion was made by Bill Ballard to approve the April 25, 2023, regular minutes. The motion was seconded and the Board unanimously approved.

V. Treasurer's Report – Figures below are as corrected on May 31, 2023.

Barbara Klear reported, for the Period Ending April 30, 2023.

- A. Income of \$138,512.42 for the month and income of \$543,284.29 for the year.
- B. Expenses of \$121,862.46 for the month and expenses of \$483,773.73 for the year
2023-2024 Budget > \$1,650,840.12
- C. Net income of \$16,649.96 for the month and net income of \$59,510.56 for the year.
2023-2024 Budget > \$1,651,172.00
- D. Operating funds of \$362,968.03 and replacement reserve funds of \$454,721.69.

VI. Committee Reports

- A. Building Committee – No report
- B. Communications Committee – Barbara Klear encouraged residents to give her input for the monthly newsletter.
- C. Covenants Committee – No report
- D. Finance Committee – Mary Jo Sturtevant reported the committee did not meet in May. Planning has begun for the budget meetings. Dates and times for these meeting will be posted. Everyone is invited to attend.

- E. Fire Safety Committee – Pete Beller reported all has been quiet and safe at the Algonquin House. When the fire alarm goes off you know it's the real deal unless it is an announced fire drill. Turn off any electric or gas burners on your stove, check that your balcony door and windows are closed and latched. Put on appropriate footwear for going down steps and being outside. Touch the front door of your apartment before opening to make sure it's not hot. If the door is hot, stay in your apartment. Take your car keys with you in case you may want to wait where it is climate controlled.
- F. Grounds Committee – No report
- G. Guest Rooms Committee – Margie Thrift reported, for the month of April, there were 21 rooms rented at \$80.00 per night for a total income of \$1,680.00.
- H. Library Committee – Barbara Klear reported for Randy Klear. The pool is open. Consider checking out a good beach read to enjoy on the pool deck. I. Pool Committee – No report
- I. Social Committee – Mark Boring reported for Beth Renfro. We had a great turnout for the May coffee, and many stayed after and visited. Thanks to all that came! The TGIF's continue to be fun and new residents are coming each month. The April Birthday was a big success with over 40 in attendance. Don't forget to come on Wednesday at 4PM. Ten people are celebrating Birthdays this month!

VII. Maintenance Report

Maintenance Supervisor Tony Michalek delivered the maintenance report. The maintenance report is incorporated in the manager's report and is available in the meeting packet at the front desk.

VIII. Manager's Report

Association Manager, Patrick Gasser delivered the manager's report. The report is available in the meeting packet at the front desk.

IX. New Business

- A. Unanimous Consent, North Hallway Repairs – It was moved by Barbara Klear to ratify the unanimous consent the Board acted on, to pay J.T. Mitchell Construction \$7,400.00. The motion was seconded and adopted unanimously by the Board. To be paid out of insurance funds.
- B. Establish Amazon Prime account - It was moved by Barbara Klear to authorize Patrick Gasser to establish an Amazon Prime account for a period of one year at a cost of approximately \$119.00. The motion was seconded and adopted unanimously by the Board. To be paid out of operating funds.
- C. Policy Concerning Filling Front Desk and Doorman Positions When Staff are Out – There was a discussion regarding whether to call DBS Staffing, for a temporary replacement every time there is an absent staff member. More information was needed. It was moved by Bill Ballard to table this discussion for a period of one month. The motion was seconded and unanimously approved.
- D. Pool Hours – It was moved by Barbara Klear to establish pool hours from 6:00 AM – 10:00 PM, with the option for residents to purchase a key for \$5.00 if they want access to the pool during these hours beyond the hours when staff is available to check out the front desk pool key. The motion was seconded and the Board unanimously approved.
- E. Damuth Proposal for Air Pressure Regulators – It was moved by Bill Ballard to accept the proposal from Damuth to replace the air pressure regulators valves for the east and west pneumatic systems at a cost of \$3,329.00. The motion was seconded and adopted unanimously by the Board. To be paid out of reserve funds.
- F. Water Damage to Algonquin Room Floor – It was moved by Bill Ballard to accept the proposal by Scott Hardwood Floors, to replace the flooring in The Algonquin Room, with vinyl flooring, at a cost of

\$9,107.96. The motion was seconded and adopted unanimously by the Board. To be paid out of insurance funds.

X. Announcements

Sally McPhillips read a suggestion which was submitted by resident Henry Gottlieb regarding any new bids for the crawl space. Patrick Gasser said he had contacted several other companies. Marine Engineers looked at the seawall and the crawl space and created a proposal to climb under the building and create a study. This task is still on Patrick's radar, he will get further information to the Board in the next week or so.

XI. Homeowners' Forum

Topics discussed included the order of work and timeline for starting work in The Algonquin Room and kitchen, including painting the walls, replacing the floor, and ceiling. What will be done with the wooden floor pieces which are being removed from the Algonquin Room? They will be saved for a time in case homeowners may need them for repairs in their units.

XII. Adjournment

At 5:18 PM it was moved by Barbara Klear to adjourn the meeting. The motion was seconded and adopted unanimously by the Board.

Mark McElhaney, Secretary

Sarah McPhillips, President

The Algonquin Association
Special Board Meeting
June 16, 2023

President Sarah (Sally) McPhillips convened the special meeting at 10:10 AM in the Algonquin Room. Board members present were President Sally McPhillips, Treasurer Barbara Klear, and At Large Member Cannon Renfro. Also present were condo manager Patrick Gasser and Finance Committee Chair Mary Jo Sturtevant.

President McPhillips explained the purpose of the meeting was to discuss an overview of the 2024 budget process and the schedule of budget meetings.

Treasurer Barbara Klear distributed a list of budget categories and presented an outline of meeting procedures. There was discussion. Mary Jo Sturtevant said that not only should all sources of income be reviewed but additional income sources should be investigated.

A meeting scheduled was discussed. President McPhillips will circulate the propose schedule among Board members for input.

With no further discussion it was moved by Barbara Klear seconded by Sally McPhillips to adjourn. The motion carried unanimously. The meeting adjourned at 11:45 AM.

Barbara Klear, Acting Secretary

Sarah McPhillips, President

THE ALGONQUIN ASSOCIATION, INC.

As of 05/31/23

BALANCE SHEET

ASSETS:

CASH:			
1015	CIT checking #3372	\$	114,117.75
1025	Southern Addtn'l Operat #2702		59,228.00
1030	Southern Bank G/O Res #4102		191,707.08
1090	Petty Cash		500.00
1091	1st Carolina Petty Cash #2375		2,327.31
	Subtotal Operating Cash		\$ 367,880.14
1045	Southern Bank R/R MMA #3302	\$	106,564.41
1048	Old Point MMA R/R #1101		43,958.04
1057	Live Oak CD#2630 12/18/23 4.5%		56,869.93
1061	Live Oak RR Sav #3180		35.74
1063	LiveOak CD #2804 9/22/23 4.80%		54,236.77
1078	1st Internet R/R MMA #6531		201,936.05
	Subtotal Repl Reserve Cash		\$ 463,600.94
ACCOUNTS RECEIVABLE:			
1310	Assessments Receivable	\$	22,939.82
1316	Cox Cable Fee Receivable		1,680.77
1317	Storage Fee Receivable		20.00
1340	Late Fees Receivable		1,437.50
1350	Legal Fees Receivable		8,474.26
1360	Misc Owner Charges Receivable		410.00
	Subtotal Accts Receivable		\$ 34,962.35
OTHER ASSETS:			
1610	Prepaid Insurance	\$	15,277.13
	Subtotal Other Assets		\$ 15,277.13
FIXED ASSETS:			
2010	Furniture & Fixtures	\$	32,626.00
2020	Equipment		41,773.26
2030	Pool Furniture		7,557.02
2040	Guest Rooms		5,072.00
2210	Accumulated Depreciation		(64,898.73)
	Subtotal Fixed Assets		\$ 22,129.55
TOTAL ASSETS			\$ 903,850.11

THE ALGONQUIN ASSOCIATION, INC.

As of 05/31/23

PAGE TWO

LIABILITIES & MEMBERS EQUITY

LIABILITIES:

3010	Accounts Payable	\$	15,384.85	
3015	Accrued Expenses		29,844.82	
3020	Insurance Claims Payable		68,975.16	
3050	A/P-Internal Funds In Transit		20.00	
3180	Employees Garnishment With.		(70.77)	
3310	Prepaid Owner Assessments		43,821.25	
3330	Accelerated Owner Assessments		5,117.00	
	Subtotal Liabilities			\$ 163,092.31

MEMBERS EQUITY:

GENERAL OPERATING RESERVES:

5010	Reserves - General Operating	\$	113,633.27	
5011	Gen. Operating Reserve Deposit		9,000.00	
5012	Gen Operating Reserve Interest		98.65	
	Subtotal Gen Operating Res			\$ 122,731.92

REPLACEMENT RESERVES:

5020	Reserves - Repair & Replacemen	\$	529,455.86	
5021	Replacement Reserves Deposits		187,190.00	
5022	Replacement Reserves Interest		3,079.94	
5023	Repl. Reserve Expense		(323,751.43)	
	Subtotal Replacement Rsrv.			\$ 395,974.37

RETAINED EARNINGS:

5510	Prior Years Income/(Loss)	\$	165,969.50	
	Current Year Net Income/(Loss)		56,082.01	
		\$	222,051.51	

TOTAL LIABILITIES & EQUITY

\$ 903,850.11

THE ALGONQUIN ASSOCIATION, INC.

Period: 05/01/23 to 05/31/23

Actual	Current Period Budget	Variance	Description	Actual	Year-To-Date Budget	Variance	Yearly Budget
INCOME/EXPENSE STATEMENT							
INCOME:							
126,043.00	126,028.00	15.00	06310 Assessment Income	630,215.00	630,140.00	75.00	1,512,336.00
5,828.00	5,844.00	(16.00)	06316 Cox Cable Fee Income	29,140.00	29,220.00	(80.00)	70,128.00
420.00	420.00	.00	06317 Storage Fee Income	2,100.00	2,100.00	.00	5,040.00
60.00	12.50	47.50	06325 Boat Slip Fee	300.00	62.50	237.50	150.00
325.30	25.00	300.30	06340 Late Fee Income	979.50	125.00	854.50	300.00
3,659.88	.00	3,659.88	06350 Legal Fees Reimbursement	3,659.88	.00	3,659.88	.00
75.00	25.00	50.00	06360 Misc. Owner Income	359.60	125.00	234.60	300.00
.00	200.00	(200.00)	06410 Moving Fees	.00	1,000.00	(1,000.00)	2,400.00
.00	950.00	(950.00)	06420 Guest Room Fees	3,520.00	4,750.00	(1,230.00)	11,400.00
480.72	470.00	10.72	06430 Washer/Dryer	3,191.87	2,350.00	841.87	5,640.00
422.00	200.00	222.00	06450 Resale Income	794.00	1,000.00	(206.00)	2,400.00
272.43	700.00	(427.57)	06500 Repair/Cleaning - Owners	5,889.42	3,500.00	2,389.42	8,400.00
.00	2,393.17	(2,393.17)	06725 T-Mobile Lease	.00	11,965.85	(11,965.85)	28,718.00
2,413.13	330.00	2,083.13	06910 Interest Income	3,134.48	1,650.00	1,484.48	3,960.00
<u>139,999.46</u>	<u>137,597.67</u>	<u>2,401.79</u>	TOTAL INCOME	<u>683,283.75</u>	<u>687,988.35</u>	<u>(4,704.60)</u>	<u>1,651,172.00</u>
EXPENSES:							
GENERAL & ADMINISTRATIVE:							
8,333.34	8,468.00	134.66	07010 Management Fees	41,666.70	42,340.00	673.30	101,616.00
.00	766.67	766.67	07140 Audit Fees	.00	3,833.35	3,833.35	9,200.00
228.50	500.00	271.50	07160 Legal Fees	410.50	2,500.00	2,089.50	6,000.00
.00	833.33	833.33	07180 Professional Fees	72.00	4,166.65	4,094.65	10,000.00
12.11	30.00	17.89	07260 Postage & Mail	81.50	150.00	68.50	360.00
4,636.25	5,101.72	465.47	07280 Insurance - Property & Liab	23,181.25	25,508.60	2,327.35	61,220.65
393.66	580.95	187.29	07285 Insurance - W/C, Health & Li	1,968.30	2,904.75	936.45	6,971.44
982.92	2,292.34	1,309.42	07290 Flood Insurance	4,914.60	11,461.70	6,547.10	27,508.03
.00	450.00	450.00	07320 Office Supplies	678.35	2,250.00	1,571.65	5,400.00
119.51	50.00	(69.51)	07335 Kitchen/Social Expenses	119.51	250.00	130.49	600.00
.00	83.33	83.33	07338 Guest Rooms	208.91	416.65	207.74	1,000.00
.00	478.67	478.67	07350 Commission Expense - Lease	.00	2,393.35	2,393.35	5,744.00
303.00	300.00	(3.00)	07400 Printing & Office Equipment	1,376.58	1,500.00	123.42	3,600.00
.00	266.67	266.67	07430 Income Taxes	.00	1,333.35	1,333.35	3,200.00
625.00	200.00	(425.00)	07625 Resale Prep Expense	1,055.00	1,000.00	(55.00)	2,400.00
84.07	200.00	115.93	07890 Misc. General & Administrati	1,441.75	1,000.00	(441.75)	2,400.00
<u>15,718.36</u>	<u>20,601.68</u>	<u>4,883.32</u>	Subtotal General & Admi	<u>77,174.95</u>	<u>103,008.40</u>	<u>25,833.45</u>	<u>247,220.12</u>

THE ALGONQUIN ASSOCIATION, INC.

Period: 05/01/23 to 05/31/23

Actual	Current Period Budget	Variance	Description	Actual	Year-To-Date Budget	Variance	Yearly Budget
PERSONNEL EXPENSES:							
8,215.55	8,302.00	86.45	08610 Receptionist Salaries	34,111.75	41,510.00	7,398.25	99,624.00
4,131.68	4,829.00	697.32	08620 Housekeeper Salaries	15,545.94	24,145.00	8,599.06	57,948.00
8,071.35	7,928.00	(143.35)	08630 Maintenance Salaries	43,300.50	39,640.00	(3,660.50)	95,136.00
4,551.90	5,053.00	501.10	08650 Doormen Salaries	20,659.90	25,265.00	4,605.10	60,636.00
1,699.49	2,313.00	613.51	08710 Payroll Taxes	8,444.56	11,565.00	3,120.44	27,756.00
364.66	455.00	90.34	08725 Payroll Processing Fees	2,298.27	2,275.00	(23.27)	5,460.00
<u>27,034.63</u>	<u>28,880.00</u>	<u>1,845.37</u>	Subtotal Payroll Expense	<u>124,360.92</u>	<u>144,400.00</u>	<u>20,039.08</u>	<u>346,560.00</u>
UTILITIES:							
10,315.11	12,000.00	1,684.89	08910 Electricity - House Meter	53,179.91	60,000.00	6,820.09	144,000.00
5,682.69	5,844.00	161.31	08920 Cable	28,411.68	29,220.00	808.32	70,128.00
2,453.91	5,152.00	2,698.09	08930 Water	11,709.26	25,760.00	14,050.74	61,824.00
1,451.44	4,254.00	2,802.56	08940 Sewer	6,424.41	21,270.00	14,845.59	51,048.00
24,641.64	3,309.00	(21,332.64)	08950 Gas	29,725.99	16,545.00	(13,180.99)	39,708.00
.20	608.00	607.80	08960 Storm Water	4,428.25	3,040.00	(1,388.25)	7,296.00
288.91	200.00	(88.91)	08970 Office Internet	1,451.18	1,000.00	(451.18)	2,400.00
574.68	670.00	95.32	08990 Telephone	2,896.01	3,350.00	453.99	8,040.00
<u>45,408.58</u>	<u>32,037.00</u>	<u>(13,371.58)</u>	Subtotal Utilities	<u>138,226.69</u>	<u>160,185.00</u>	<u>21,958.31</u>	<u>384,444.00</u>
MAINTENANCE:							
2,945.12	1,950.00	(995.12)	09010 Landscape Maintenance Contra	15,397.45	9,750.00	(5,647.45)	23,400.00
504.33	340.00	(164.33)	09020 Grounds/Common Area	2,019.33	1,700.00	(319.33)	4,080.00
200.00	300.00	100.00	09025 Exterminating	1,000.00	1,500.00	500.00	3,600.00
600.46	780.00	179.54	09090 Trash Removal	3,052.24	3,900.00	847.76	9,360.00
665.00	854.17	189.17	09095 Pool Maintenance Contract	2,025.00	4,270.85	2,245.85	10,250.00
1,042.26	416.67	(625.59)	09096 Pool Expense - Other	4,842.26	2,083.35	(2,758.91)	5,000.00
2,346.43	1,000.00	(1,346.43)	09120 Maintenance & Cleaning Suppl	11,227.35	5,000.00	(6,227.35)	12,000.00
768.41	500.00	(268.41)	09150 Fire Protection - Alarm Mon.	3,193.97	2,500.00	(693.97)	6,000.00
1,710.60	2,000.00	289.40	09160 Repairs Contract/Other	18,245.39	10,000.00	(8,245.39)	24,000.00
.00	262.50	262.50	09170 Generator Maintenance Contra	1,863.91	1,312.50	(551.41)	3,150.00
1,780.00	300.00	(1,480.00)	09180 Electric Repair & Materials	2,471.72	1,500.00	(971.72)	3,600.00
2,617.50	500.00	(2,117.50)	09190 Plumbing Repairs/Supplies	9,731.05	2,500.00	(7,231.05)	6,000.00
.00	1,000.00	1,000.00	09200 Elevator Maintenance/Contrac	.00	5,000.00	5,000.00	12,000.00
.00	500.00	500.00	09225 Elevator Repairs	828.00	2,500.00	1,672.00	6,000.00
361.00	5,602.00	5,241.00	09260 Heating & Cooling Contract	15,094.00	28,010.00	12,916.00	67,224.00
.00	450.00	450.00	09270 Heating & Cooling Repair	310.00	2,250.00	1,940.00	5,400.00
<u>15,541.11</u>	<u>16,755.34</u>	<u>1,214.23</u>	Subtotal Maintenance	<u>91,301.67</u>	<u>83,776.70</u>	<u>(7,524.97)</u>	<u>201,064.00</u>

The Algonquin Association, Inc.

Period: 05/01/23 to 05/31/23

Actual	Current Period Budget	Variance	Description	Actual	Year-To-Date Budget	Variance	Yearly Budget
The Algonquin Association, Inc.							
RESERVES:							
821.69	1,500.00	678.31	09910 General Operating Reserves	7,500.00	7,500.00	.00	18,000.00
37,438.00	37,438.00	.00	09920 Replacement Reserves	187,190.00	187,190.00	.00	449,256.00
3,079.94	358.00	(2,721.94)	09990 Reserve Interest	3,079.94	1,790.00	(1,289.94)	4,296.00
<u>41,339.63</u>	<u>39,296.00</u>	<u>(2,043.63)</u>	Subtotal Reserves	<u>197,769.94</u>	<u>196,480.00</u>	<u>(1,289.94)</u>	<u>471,552.00</u>
145,042.31	137,570.02	(7,472.29)	TOTAL EXPENSES	628,834.17	687,850.10	59,015.93	1,650,840.12
<u>(5,042.85)</u>	<u>27.65</u>	<u>(5,070.50)</u>	NET INCOME/(LOSS)	<u>54,449.58</u>	<u>138.25</u>	<u>54,311.33</u>	<u>331.88</u>

The Algonquin Association

Manager's Report

June 2023

Financials:

The May 2023 financial reports are included in this packet for your review.

Management holds a debit card associated with a petty cash account which is separate from other association funds and is reimbursed from the Operating Account.

The April Replacement Reserve and Operating Reserve contributions were made in the amounts of \$37,438 and \$821.69 (\$678.31 variance from budget) respectively. Management has requested additional information form accounting.

Maintenance:

Pest Control

Get'em Pest Control has started servicing the property under the same terms as the Guardian contract and they completed the annual termite inspection in June.

Hallway Repairs

JT Mitchell Construction has completed the baseboard repairs in the south hallway and the north hallway is scheduled for mid-July.

Management has searched the available records for information concerning the existing ceiling tiles so ceiling tiles can be replaced in the south hallway, but has not located any information. Management has requested help from the Building Committee in selecting a new standard ceiling tile and once selected, the 1st floor south hallway ceiling tiles will be replaced and the tiles that are removed will be used to start replacing the mismatched tiles in the building.

Front Sliding Doors

Doormakaba performed their annual preventive maintenance and adjustments on the front sliding doors and identified a faulty door sensor. Management has received a proposal to replace the sensor for \$885, but it includes \$375 in labor and travel fees. Management and Maintenance believe Maintenance can locate and install the sensor at cost and save approximately \$500.

The Doormakaba proposal is included in this packet for your information, but Management is not requesting the Board to take any action on it.

Air Handler Rupture

The replacement coils for the north and south air handlers have been replaced and both air handlers are online.

Dual Temperature System

The Dual Temperature System has the following concerns:

1. The unit thermostats are supplied either a 15lb or 25lb air pressure to indicate whether the DTS is in cooling or heating mode. The 25lb pressure regulator leaks by and thus supplies a “heating” signal to thermostats. As a result, when in cooling mode, the thermostats would operate on the wrong side of the thermostat’s setpoint(s). The Damuth Trane proposal to repair this system and install newer components has been approved, but work has not been scheduled (this is not a concern until the DTS starts to transfer from cooling to heating in the fall).
2. The Board previously approved the repair of 2 leaks in the Domestic Hot Water system, but when technicians arrived to take specific measurements for the repairs, they found 2 additional leaks. The revised proposal is included in your packet for consideration. The repair of one of these leaks will require the loss of hot water to the building during the repair.
3. There is a minor oil leak on the chiller unit that will require taking the unit offline and evacuating the coolant from the system. This repair will not be completed until Fall 2023 when the boilers are brought online, however, Damuth is closely monitoring oil levels until the repair is made (this unit has a large oil reservoir and the machinery is not in danger of failing).
4. The DTS #6 pump, which provides cooling/heating water flow to the east side of the building, has failed due to faulty wiring. Damuth and Maintenance believe the wires, which are routed under the building, have failed due to age and new wires need to be installed. Although Damuth could replace the wires using their current route under the building, it will be quicker, easier and cheaper to route the wires through the boiler room, and this would make them more accessible for future repairs. Management is waiting for a proposal to install the new wiring. While #6 pump is inoperable, the flow to the east loop is being provided by the Swing Pump. The Swing Pump is a system back-up and will provide the necessary flow, but this is the back-up and the #6 pump needs to be fixed as soon as possible.
5. While providing flow to the east loop, the Swing Pump Quick Disconnect in the variable speed controller failed and the pump was shut down before the variable speed controller was damaged. Damuth technicians were onsite during the incident and were able to diagnose the problem quickly. The quick disconnect was bypassed and the east loop was only down for about 30 minutes. The quick disconnect will be replaced under the service contract and/or warranty.
6. The controller that coordinates the combined operation of the two Domestic Hot Water Heaters has failed. The heaters are working independently and providing hot water to the building, but communication with the new digital control system has

been lost until this part is replaced. Management expects this repair to be included in the service contract and/or under warranty.

The Dual Temperature Control System is functioning as expected and has automatically transferred the DTS heating and cooling modes on several occasions. However, the setpoints needed to control when the system decides to transfer operating modes needs adjustment to suit the uniqueness of the building and as with any complex and unique system, Maintenance, Management and Damuth Trane are working together to find the “perfect” combination of setpoints and delays.

Damuth Trane has offered an 8 hour training course at their facilities on the operation of the DTS control system and Management and Maintenance are working to make arrangements to attend.

The Damuth Trane proposal for the chiller overhaul is included in your packet. However, Maintenance and Management have limited knowledge about this work and Management has requested a review by an outside contractor. This review will require a fee and Management will present this to the Board before proceeding.

Plumbing Leaks

The only known plumbing leak in the building is an intermittent leak from the Dual Temperature System piping that appears in Unit 1C. A hole was cut in the ceiling to aid in locating the leak and a plastic access cover was temporarily installed. The owner of Unit 1C has agreed to allow the hole to remain in their ceiling until the leak can be located and repaired.

During the latest leak, Unique Plumbing and Maintenance worked to locate the leak but the insulation dried before it could be located. The next step is to drain and flush this section of piping in an effort to cause the leak to return so it can be located and repaired.

Maintenance has been called for several convector drain pan overflows this month due to clogged condensate drain lines. Maintenance can easily clear the drain lines once called, but the frequency of the calls is concerning. The most likely cause of the drain pan clogging is the growth of algae or mold in the lines (this is a cool, dark, wet environment) and Maintenance and Management have researched and ordered drain pan tablets that can help prevent any growth in the drain lines. Once these tablets are delivered, they will be installed in the drain pans for all convector calls and will become a standard part of the PM cycle.

In order to help prevent damaged floors, residents are encouraged to install leak detectors under their convectors that will sound an alarm when they get wet.

Landscaping and Grounds

Ritter Grounds is servicing the property every week, normally on Thursdays.

Management is working with Maintenance to schedule the mulching of the 6 trees on the south end of the building, between the building and the pool. Ritter Grounds has presented a proposal of \$580, but Management and Maintenance believe the work can be completed for about half of this cost.

There are several tree limbs that overhang the water that should be removed and Management will discuss this work with Sweat Brothers the next time they service the property.

Irrigation

With the approved Unanimous Consent included in this packet, Custom Irrigation was onsite for two days to review and diagnose the irrigation system. However, about a week after Custom Irrigation was onsite, Management emailed Ritter Grounds on June 21st for an update on the irrigation system and although a response was received the same day, no update or proposed repairs were available from Custom Irrigation.

Management also wants to note that when the proposed changes to the Ritter Grounds irrigation proposal was sent, Custom Irrigation arrived onsite without any prior notice and without confirmation that the proposed changes were accepted.

Pool

Tesla Pools services the pool daily and Management is not aware of any concerns with the service.

Get'em Pest Control sprayed the pool deck for ants the same day they performed the termite inspection.

The heavy rains have diluted the salt concentration in the pool and more salt has been added, but this is included in the service contract and no additional expenses have been incurred.

Contracts:

A boat slip renewal lease has been sent to the unit owner for the #5 boat slip.

Contractor	Contract Start Date	Next Contract Renewal Date	Renewal Clause	Effective Renewal Date
Boat Slip #5	7/1/2022	6/30/2023	N/A	N/A
Dominion Electric	9/3/2020	9/30/2023	90 Days	6/30/2023
S.L Nusbaum (Flood Insurance)	10/15/2022	10/15/2023	N/A	10/15/2023
Beskin-Divers (Liability Insurance)	10/15/2022	10/15/2023	N/A	10/15/2023
Beskin-Divers (Directors and Officers Insurance)	10/15/2022	10/15/2023	N/A	10/15/2023
Beskin-Divers (Workers Compensation)	10/15/2022	10/15/2023	N/A	10/15/2023
Beskin-Divers (Property Insurance)	10/15/2022	10/15/2023	N/A	10/15/2023
Beskin-Divers (Crime/Dishonesty Insurance)	10/15/2022	10/15/2023	N/A	10/15/2023
Boat Slip #3	5/1/2023	10/31/2023	N/A	N/A
Carter Cat (Generator Maintenance)	12/1/2022	12/1/2023	N/A	12/1/2023
Powers Business Machine (Copier Maintenance)	3/1/2023	02/28/2024	30 Days	1/28/2024
Plant Factory (Indoor Plant Maintenance)	3/29/2018	3/29/2024	30 Days	2/28/2024
ChemTreat (Dual Temp System Chemical Treatments)	4/1/2005	4/1/2024	30 Days	3/1/2024
Johns Brothers (Fire Alarm Monitoring)	4/7/2020	4/7/2024	30 Days	3/7/2024
Doormakaba (Front Sliding Doors)	5/1/2023	4/30/2024	60 Days	3/1/2024
Tesla Pools (2023/2024 Season)	5/1/2023	4/30/2024	N/A	N/A
Select Group Association Management)	7/1/2022	7/1/2024	90 Days	4/1/2024
Cox Communications (Bulk Cable TV)	7/1/2018	7/1/2024	90 Days	4/1/2024

Ritter Grounds (Landscape Maintenance)	8/1/2021	7/31/2024	30-60 Days	5/31/2024
FHA (Federal Housing Administration Certification)	8/17/2021	8/17/2024	N/A	N/A
John Hitch and Associates (Antenna Management)	6/8/2015	6/8/2025	60 Days	4/8/2025
TK Elevators (Elevator Maintenance Service)	7/15/2022	7/15/2025	90-120 Days	4/15/2025
Waste Management (Dumpster Service)	9/1/2022	9/1/2025	90 Days	6/1/2025
CSC (Laundry)	4/26/2019	4/26/2026	30 Days	3/26/2026
Tmobile (Roof Antenna)	2/2017	2/2027	1 year	2/2026
Damuth Trane	9/1/2022	12/31/2027	30 Days	11/31/2027
Guardian Pest Control	1/15/2017	Month to Month	30 Days	N/A
Desroaches (Audit and Taxes)	Ends with audit of 2023 financials	Non-Renewing	N/A	8/1/2024

Respectfully submitted,

**Patrick Gasser, CMCA, AMS
Association Manager
The Algonquin Association, Inc.**

Date: 06/01/2023

Algonquin House
7320 GLENROIE AVE/ OFFICE
NORFOLK, VA 23505-3061

Property Name: Algonquin House
Account Number: 40467401

Dear: Algonquin House

We are dedicated to providing you and your community with new, innovative products and exceptional reliability and service at low, affordable prices. To meet these important community expectations, it is necessary for us to adjust our pricing due to increasing programming costs, network costs, and other operating expenses.

This letter serves as your 30-day notice to increase the rate of your bulk account based on the service agreement currently in place. The rate increase will be visible on your July 2023 statement.

Service	Total Bulk Units	Current Rate*	New Rate*
BASIC PREFERRED TV	128	40.52	41.74

*Rates do not include any applicable one-time charges, fees and taxes.

We want to thank you for continuing to choose Cox Communications as the telecommunications provider for your residents. We are committed to bringing each and every one of our customers the absolute best value possible in quality cable television entertainment, Internet and telephone and to providing support for your community's amenity program with quality product offerings for your residents.

For questions about your rate increase or this notification, please contact MDU Support at or email eastmdusupport@cox.com. For questions about your Bulk Agreement, please contact your Account Executive.

Sincerely,

Cox Communities

Multi-Family Bulk Account Support

Dear Patrick and Board,

I am submitting a proposal for discussion regarding the development of an online private group for the residents of the Algonquin House.

I think it could serve many needs including the fostering of connection, communication, and a greater sense of community.

Thank you for your consideration.

Susan Jacobson - 2A

There are numerous balconies that are in need of painting; railing repair.

Sprinkle Masonry did structural repairs a year ago, Jul 2022, and most balconies & end caps have not been painted.

Section XV in the Assoc Rules; Regs state balconies; patios are to be maintained by owners to the satisfaction of management.

Once deficiencies are noted, owners have always been required to maintain their balconies in a timely manner. Thank you
Carol Parks
CH



dormakaba USA Inc. - Richmond
 8506 Sanford Drive
 Henrico VA 23228

Phone: 804-966-9166

Quotation

Number: 15500771916
Entered: 06/22/23

Site Loc: ALGONQUIN HOUSE
 7320 GLENROI AVE
 NORFOLK VA 23505

Phone: 757-423-5151
Fax:
Cell:

Bill To: THE ALGONQUIN ASSOCIATION INC
 # 42648 7320 GLENROI AVE

 NORFOLK, VA 23505
 757-581-0926

Payment Type: NET 30
PO Number:

WO Contact: PATRICK 757-423-5151

Scope of Work:

PM DUE. TWO DOORS MAIN ENTRY INTERIOR/ EXTERIOR.

Qty:	AAADM INSPECTION - ANNUAL	Unit Price:	.00	Ext Price:	.00
Qty:	PM Inspection - ANNUAL	Unit Price:	.00	Ext Price:	.00
Qty: 2.00	Travel Charge	Unit Price:	125.11	Ext Price:	.00
Qty: 1.00	Labor-Service Hours	Unit Price:	125.11	Ext Price:	.00
Qty: 1.00	OPTEX X-ZONE T	Unit Price:	468.00	Ext Price:	468.00
Qty: 1.00	Labor-Service Hours	Unit Price:	125.11	Ext Price:	125.11
Qty: 2.00	Travel Charge	Unit Price:	125.11	Ext Price:	250.22

06/07/23 TIME IN 8:30 TIME
 OUT 9:30 INSPECTED DOORS
 (Continued on Next Page)



dormakaba USA Inc. - Richmond
8506 Sanford Drive
Henrico VA 23228

Phone: 804-966-9166

Quotation

Number: 15500771916
Entered: 06/22/23

Site Loc: ALGONQUIN HOUSE
7320 GLENROI AVE
NORFOLK VA 23505

Phone: 757-423-5151
Fax:
Cell:

Bill To: THE ALGONQUIN ASSOCIATION INC
42648 7320 GLENROI AVE

Payment Type: NET 30
PO Number:

NORFOLK, VA 23505
757-581-0926

WO Contact: PATRICK 757-423-5151
FOUND MISSING STICKERS
CUSTOMER DID NOT WANT THEM
INSTALLED AND ALSO FOUND
INTERIOR SENSOR FAILING WILL
NEED TO ORDER AND REPLACE

Freight: 42.12
EnergySur: .00

Tax: .00

Quote Total: 885.45

Acceptance Signature: _____

Date: ____/____/____

PLEASE SIGN & RETURN TO PROCEED
PO# _____ (If Required)
Payment for C.O.D. - Credit Card: _____

Kitchen Repairs

Management has met with Puddy from Wel-Vant and Greg from Sutton Building Corp but neither proposal was available as of this writing.



PROPOSAL

1100 Cavalier Blvd.
Chesapeake, VA. 23323
(757) 558-0200 Main
(757) 558-9715 Fax
(800) 768-4257 Toll Free
www.damuth.com

Client
Algonquin House
7320 Glenroie Avenue
Norfolk, VA 23505

Numbers
Q23-10936
Rev 1 CO#1
Job Name
Algonquin House
Leak Repairs

Date
May 26, 2023

Attention: Patrick Gasser
PHONE: (757) 955-0340
EMAIL: pgasser@theselectgroup.us

Scope:

- LOTO for safe execution of work
- Perform supervision of all trades during work
- Isolate hot water tank to be drained
- Drain tank to facilitate repairs
- Remove and dispose of 3" copper line from the bottom of the tank up to and including the first 90° elbow on the vertical section of the pipe
- Remove and dispose of two 3" isolation valves on the discharge side of the tank to include tee fitting
- Provide and install two new 3" brass valves for domestic water use
- Provide and install 3" copper pipe and fittings as needed to make connections
- Pipe and fittings to be pro-press copper
- Fill water tank
- Test for leaks and cleanup work area
- All piping repairs will utilize Pro Press fittings and valves and other means as needed
- Check for leaks and place back in service
- Provide insulation of pipe to match existing materials where disturbed

Damuth Trane's price for the proposed work is.....\$9,697.00

Notes:

1. Work to be performed during normal working times Monday – Friday 8:00 AM to 4:30 PM
2. Isolate Dual Temp system for coils by means of existing valves. Should these valves not hold adequately other measures may need to be taken at an additional cost.

Change Order #1:

Phase 1: Building Domestic Hot Water Outage To Repair Additional Leaks

- Includes scope noted above for isolation and 3" tee fittings noted on original scope
- Additional scope:
 - Replace piping on bypass line to first tank in system. Currently the water piping is sloped and causing stress on fittings as the piping is not level.
 - Provide and install 3" elbows and tee fittings as required to repipe correctly
 - Reinsulate piping where disturbed to match existing
 - Refill piping and return DHW system to operation





PROPOSAL

1100 Cavalier Blvd.
Chesapeake, VA. 23323
(757) 558-0200 Main
(757) 558-9715 Fax
(800) 768-4257 Toll Free
www.damuth.com

Phase 2: Tank-1 (left) Connection Repairs

- Isolate Tank-1 from system and open bypass as needed to provide hot water flow to domestic system. No outage needed to system.
- Drain Tank-1
- Repair and replace piping and connections from tank where leaking near the domestic hot water heaters
- Check for leaks and refill tank.
- Return tank to system operation
- Reinsulate piping where disturbed

Phase 3: Tank-2 (right) Connection Repairs

- Covered under original approve scope above but outage is not needed for repair.
- Isolate Tank-2 from system and open bypass as needed to provide hot water flow to domestic system. No outage needed to system.
- Drain Tank-2
- Repair and replace piping and connections up to new valves
- Check for leaks and refill tank.
- Return tank to system operation
- Reinsulate piping where disturbed

Damuth Trane's ADD price for the proposed work in CO #1 is\$9,894.00

Notes:

1. Work to be performed during normal working times Monday – Friday 8:00 AM to 4:30 PM
2. Outage work to start after 10:30am due to high loads in the morning. Outage expected to last around 8 hours and will be back in operation the same day.

Prices quoted are FIRM.

If estimates, Damuth Trane reserves the right to revise this quote as the work progresses and we acquire knowledge not available at the time of quote. Customer will be advised at that time of any change and before work progresses.

Authorized
Signature _____

Bryan Whitehorne
Account Manager

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature _____

P.O. # _____

Date of Acceptance _____

Price includes all taxes. See attached for terms and conditions of sale upon which this proposal is based.

General Terms and Conditions

1. **Acceptance and Prices.** This proposal is valid for thirty (30) days from the submittal date. If this proposal is not accepted within thirty (30) days from submission, the proposal is subject to revision or withdrawal.
2. **Payment.** The account is due and payable thirty (30) days from date of invoice. Finance charges of 1½% per month are assessed on account balances after thirty (30) days. In the event the account must be referred to an outside agency for collection, the buyer agrees to pay all fees incurred in the collection of the amounts due and otherwise enforcing these terms and conditions, including reasonable attorney's fees.
3. **Performance.** Damuth Trane will complete all work in a workmanlike manner according to standard trade practices and will guarantee our technical services for 90 days from completion, subject to the exclusions and conditions listed below.
 - a. All parts and equipment supplied by Damuth Trane carry the manufacturer's warranty. Damuth Trane does not separately warrant parts and equipment.
 - b. Provided further, no warranty on parts or labor is made unless the A/C system has been properly "cleaned up" and checked out before start-up in accordance with Damuth Trane recommendations and instructions and/or unless the compressor is rebuilt according to the manufacturer's instructions and specifications.
 - c. The owner/operator has the responsibility and obligation to supply proper and adequate power to the equipment covered by this warranty and to operate it properly according to the manufacturer's instructions. This parts and labor warranty does not apply if failure is caused by power deficiency, lightning, single phasing, phase reversal, negligent operation or maintenance, or circumstances beyond the control of Damuth Trane, such as vandalism, fire, or acts of God.
 - d. Damuth Trane shall have no liability whatsoever until the products or services that have been provided by Damuth Trane are paid in full. Notwithstanding any other provisions of this document, Damuth Trane's total liability shall be limited to the purchase price received for the goods and/or services provided by Damuth Trane.
 - e. THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES EXPRESSED OR IMPLIED IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
4. **Access.** Damuth Trane and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by Damuth Trane and acceptable to the work site owner or tenant for the performance of the work, including sufficient areas for staging, mobilization, and storage. Damuth Trane's access to correct any emergency condition shall not be restricted.
5. **Indemnification.** Damuth Trane agrees to indemnify and hold harmless the Customer from any and all claims and liability for personal injury or property damage resulting from the acts of negligence or other misconduct by Damuth's employees or any party working under Damuth's direction. Customer likewise agrees to indemnify Damuth from any and all claims and liability for personal injury or property damage resulting from negligence or other misconduct by Customer's employees or any party working under Customer's direction. If the parties are both at fault, then this obligation to indemnify shall be proportionate to the relative fault of each party. The duty to indemnify will continue in full force and effect for two (2) years after Damuth Trane's work is completed, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS) OR PUNITIVE DAMAGES. EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS SECTION SHALL BE LIMITED TO THE PURCHASE PRICE PAID OR RECEIVED FOR THE PRODUCTS AND/OR SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL DAMUTH TRANE BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.
6. **Environmental Hazards and Dangerous Substances.** This proposal expressly excludes any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of this agreement elsewhere contained which may authorize or empower the purchaser to change, modify, or alter the scope of work or services to be performed by Damuth Trane shall not operate to compel Damuth Trane to perform any work related to hazards without Damuth Trane's express written consent.
7. This Agreement and all related contract documents shall be governed by the laws of the Commonwealth of Virginia, without giving effect to its conflict of law principles. Both Customer and Damuth Trane agree that any disputes between them arising out of this Agreement and all related contract documents must be decided by litigation. The parties agree that the exclusive forums for litigating any such disputes will be either the Circuit Court for the City of Chesapeake, Virginia, or the United States District Court for the Eastern District of Virginia, Norfolk Division. The parties agree that they will waive trial by jury and try all matters before a judge in the exclusive forums set forth in the preceding sentence.
8. **Entire Agreement.** This instrument includes the entire agreement between the parties. Any modifications or amendments must be in writing and signed by both parties.

Unanimous Consent

Board of Directors
The Algonquin Association, Inc.

Algonquin Association Bylaws (December 2005)
Section 3.8.13

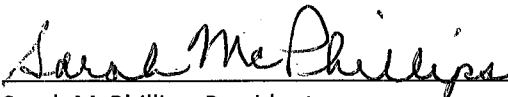
WHEREAS, the undersigned are the duly elected members of the Board of Directors of the Algonquin Association, Inc., and;

WHEREAS, after the Board Meeting of May 23, 2023, a proposal was presented to perform diagnostics and repairs to the irrigation system with a price "NOT TO EXCEED \$3000". The Board has determined that action is needed before the next scheduled Board meeting, and;

WHEREAS, the Board members reviewed and approve by unanimous consent, the repairs to be completed per the Ritter Grounds proposal dated 6/9/2023 with the following revisions:

- 1) The initial "NOT TO EXCEED" amount is \$1,500.
- 2) Contractor is required to meet with Algonquin Management and Maintenance to review work completed under the initial \$1,500 approval.
- 3) The Board of Directors authorizes the Board President to approve a second \$1,500 if the work performed under the initial \$1,500 provides sufficient results to warrant proceeding and the contractor has an agreeable plan to proceed.
- 4) The total amount approved for this contract shall not exceed \$3,000 without additional approval from the Board.
- 5) Contractor is instructed to concentrate efforts in the front Mall area once any mainline leaks are corrected.

NOW THEREFORE, BY THIS UNANIMOUS WRITTEN CONSENT, the Directors signify approval:



Sarah McPhillips, President

6-9-2023

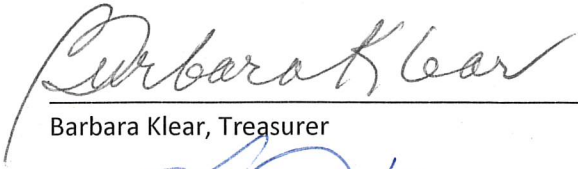
Date



William P. Ballard, Vice-President

06/09/2023

Date



Barbara Klear, Treasurer

09-June-2023

Date



Mark McElhaney, Secretary

6/10/2023

Date



Cannon Renfro, At-Large

6/9/23

Date

Proposal

Ritter Grounds Maintenance, Inc.

YEARLY LAWN MAINTENANCE & LANDSCAPING

3540 Argonne Avenue
Norfolk, VA 23509-2155
(757)853-5900
FAX: (757)853-5956

Friday, June 23, 2023

Proposal For: Algonquin House	Phone: 757-423-5151	Date: 6/23/23
Street 7320 Glenroie Ave	Job Name	
City, State, and Zip Code Norfolk, VA 23505	Job Location	
Contact Patrick Glasser	Job Phone:	VA Contractor License # 2705-112484

We hereby submit specifications and estimates for:

Irrigation Evaluation

1. There are numerous issues going on with the irrigation system and the issue cannot be determined as there is an irrigation main line leak.
2. Furnish labor and equipment to trace out and hopefully find the leak location and pinpointing time to do so is impossible to estimate.
3. There are three other zones that will not come on and one would suspect it's related to the main line issue, but could ultimately be a bad solenoid valve(s), kink in a line or another problem.
4. This estimate is to cover an evaluation of the issues above and does not include any repairs, labor or materials. That being said, if repair is straight forward it will be done to avoid double labor charge to come back and dig up an area to repair.
5. If the issues cannot be found, Owner will be notified when the "Not To Exceed" amount has been exhausted.
6. Please note that staff or residents wanting to watch and/or ask questions will only slow down the process of evaluation. Once something is determined, Patrick will be notified.

Cost: Not To Exceed \$3,000.00

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

NTE: Three thousand and no/100

Dollars \$NTE \$3,000.00

Payment to be made as follows:

Due in full upon completion as time is of the essence. Quote includes a 5% discount for check payment.

Payment is due as outlined above. A late charge of one and one-half percent (1.5%) per month (eighteen percent [18%] per annum) shall be applied to any balance plus any reasonable attorney=s fees or other expenses incurred by the Contractor to collect any sum due.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are covered by Workman=s Compensation Insurance.

Authorized Signature *Tom Ritter*

Note: This proposal may be withdrawn by us if not accepted within 30 Days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Authorized Signature _____

Date of Acceptance: _____

Authorized Signature _____



McKown Pressure Wash, Painting & Contracting
 3211 Lafayette Blvd
 Norfolk, VA 23509

Estimate

Financing is available for residential customers. Call today for a free estimate on your next project with us!

Date	Estimate #
1/4/2023	1016627

Contracting Office-757-578-2924
 Residential Office-757-631-2127
 Commercial Office-757-224-0879

www.mckownpressurewash.com
 Class A Contractors: # 2705149366

Customer

Algonquin House
 7320 Glenroie Ave
 Norfolk, VA 23505

Description	Qty	Rate	Amount
Scope of Work: Pool House Wash & Paint			
Pressure heated wash to remove dirt, mold, mildew., algae, oxidation & loose/peeling paint to prep surfaces for paint -exterior painted cinder block siding -men's & women's bathroom floor & baseboard areas Note: Clean up of paint chips included.	1	380.00	380.00
Cinder Block Siding: - Cover & protect all surrounding pool deck pavers - Apply up to (2) coats Sherwin Williams Loxon XP White to painted cinder block (3) Doors & Frames: - Sand down areas to remove rust as much as possible - Wipe down clean to prep for paint - Apply up to (2) coats Sherwin Williams ProIndustrial Waterbased Alkyd Urethane White *Note: Due to heavy rust on mechanical door, current condition of door & frame is not eligible for warranty.	1	3,460.00	3,460.00
Men's & Women's Bathroom & Outdoor Shower Floor Prep & apply (2) coats Sherwin Williams Armor Seal Tread Plex, color specifications to be provided to McKown			
Soffit Repair: Remove and replace 4 ft. of 3/8" plywood soffit	1	450.00	450.00
Created by Sharon McKeehan; Inspected by Andy Holland		0.00	0.00

By signing this estimate in approval of stated work this acts as a legally binding contract between McKown and client.
 Signature: _____

Total



McKown Pressure Wash, Painting & Contracting
 3211 Lafayette Blvd
 Norfolk, VA 23509

Estimate

Date	Estimate #
1/4/2023	1016627

Contracting Office-757-578-2924
 Residential Office-757-631-2127
 Commercial Office-757-224-0879

www.mckownpressurewash.com
 Class A Contractors: # 2705149366

Financing is available for residential customers. Call today for a free estimate on your next project with us!

Customer

Algonquin House
 7320 Glenroie Ave
 Norfolk, VA 23505

Description	Qty	Rate	Amount
<p>1 Year Workmanship/Labor Warranty * This Limited Warranty does not apply to any structural defects or failure of a previous paint application. Please contact our office for specific product warranty information.</p> <p>1 Year Workmanship/Labor Warranty Limited Lifetime Product Warranty * This Limited Warranty is valid on product applied by McKown if the coating peels or blisters during the lifetime of the Warranty. This Limited Warranty does not apply to any defect or damage resulting from structural defects, failure of previous paint or improper application.</p> <p>Terms & Conditions: 1. Notices for units will be provided by McKown to management prior to work being done but not distributed by McKown. McKown will distribute notices if given advanced notice & for a minimum fee of \$150.00. If notices are not distributed by management in due time & rescheduling of the work is required, there will be a \$500.00 charge to the Association. 2. Under state law, all discovered deteriorated building members must be removed and replaced and may place a halt on painting work. All due diligence will be done to get prior approval prior to executing change orders. Change orders will be completed on a time and material basis and complimented with photo documentation. 3. This estimate is based solely on a visual inspection. The extent of wood rot is not always visible until work begins. Should any additional repairs be needed, McKown will need to re-evaluate the original scope of work. Upon discovery of additional repairs, McKown will notify you as soon as possible. However, McKown will not ignore nor cover up any safety concerns involved with these repairs. This estimate is based on current material prices and may fluctuate based on demand at the time of job approval; additional fees may apply. This estimate is an approximation and is not guaranteed. This estimate is based on the information from the client regarding the project requirements during the inspection. Actual cost may change once all project elements are negotiated or finalized. Before any price changes, McKown will notify the client.</p> <p>Exclusions: A. Any work outside the above proposed scope of work B. Overtime working hours C. Furnishment of on-site electric and water D. Interior repairs other than noted E. Removal or replacement of deteriorated framing or sheathing other than noted.</p> <p>Payment Terms: All work to be performed by McKown totaling \$10,000.00 or more will require a 25% (twenty five percent) down payment prior to the commencement of work unless approved otherwise. Final payment is due upon completion of work. A 3% fee will be applied when using a credit card. Estimates totaling \$10,000.00 or more must be signed and returned to McKown.</p>		0.00	0.00

By signing this estimate in approval of stated work this acts as a legally binding contract between McKown and client.
 Signature: _____

Total	\$4,290.00
--------------	------------



AKK Painting

6306 Orkney Court | Suffolk, Virginia 23435
757-309-6444 | info@akkpaintingllc.com | www.akkpaintingllc.com

RECIPIENT:

The Algonquin House

The Select Group
VA

SERVICE ADDRESS:

7320 Glenroie Avenue
Norfolk, Virginia 23505

Estimate #678	
Sent on	Feb 03, 2023
Total	\$8,250.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Front entrance	Sand all metal surfaces and make minor repairs as necessary. Apply two coats of an exterior DTM (direct to metal) semigloss paint to all metal surfaces. Surfaces to be painted are square posts, sliding doors with frames, window framing, 2"flashing above both sides of the canopies, and round posts opposite from doors.	1	\$2,850.00	\$2,850.00
Pumphouse	1. Pressure wash all exterior walls and surfaces of pumphouse 2. Front of pumphouse- Scrape all loose paint from walls and shower area. Apply an extreme bonding primer to all previously painted surfaces. Apply two coats of an exterior latex semigloss paint to walls. Shower portion will be an epoxy paint. Door and doorframe will be DTM 3. Rest of exterior walls-Apply two coats of an exterior masonry paint to all exterior surfaces of CMU walls and foundation. Including inside the gated storage area 4. Bathrooms-Apply two coats of an exterior masonry paint to walls in both female and male bathrooms. Floors will be an epoxy paint. Doors and doorframes will be DTM.	1	\$5,400.00	\$5,400.00

Total **\$8,250.00**

Price above includes all labor and materials.
Anything not being painted will be covered at all times.
Approximate duration of project is 4 to 5 days.
Project can begin in the spring or earlier.
Payment is required upon completion of the project.

This quote is valid for the next 30 days, after which values may be subject to change.

Hallway Light Replacement

One of the lenses from the ceiling lights in the 1st floor south hallway fell and broke and a replacement lens could not be located. Management is requesting approval to replace the 5 ceiling lights in the 1st floor hallway with LED panel lights (the same style used in the mailroom).

Once removed, the lights and lenses will be kept as replacement parts for the lights in other hallways.

Hallway Light Replacement Pictures

Current Light



Suggested Replacement LED panel



June 7, 2023

The Algonquin House
c/o Patrick Gasser
The Select Group
2224 Virginia Beach Boulevard
Virginia Beach, Virginia

RE: The Algonquin House, Norfolk, Virginia

Dear Patrick:

Relay Electric, LLC is proud to submit a proposal for The Algonquin House. To meet your needs, the scope of the electrical services will include:

- Remove 5 existing can lights.
- Install 5 new 2x2 lay in flat panel LED fixtures.
- Assumes all wiring and lighting control is in working order.
- Disposal of all old fixtures is included.

The fee for the above services is \$1,325. Accepted: _____

If you find this proposal acceptable, please sign in the space provided and return a copy to our office as our authorization to proceed. If you have any questions or concerns, please call. We look forward to working with you on this project.

Very Truly Yours,
Relay Electric, LLC
Shannon R. Lee

Relaying Since 2005

p 757.657.2111
f 757.657.2116

P.O. Box 7158, Suffolk, VA 23437

Parking Lot Light Bulbs

There is a parking lot pole light out and Maintenance is out of bulbs. Before bulbs are ordered, Management is requesting approval to replace the older style metal halide bulbs with LEDs.

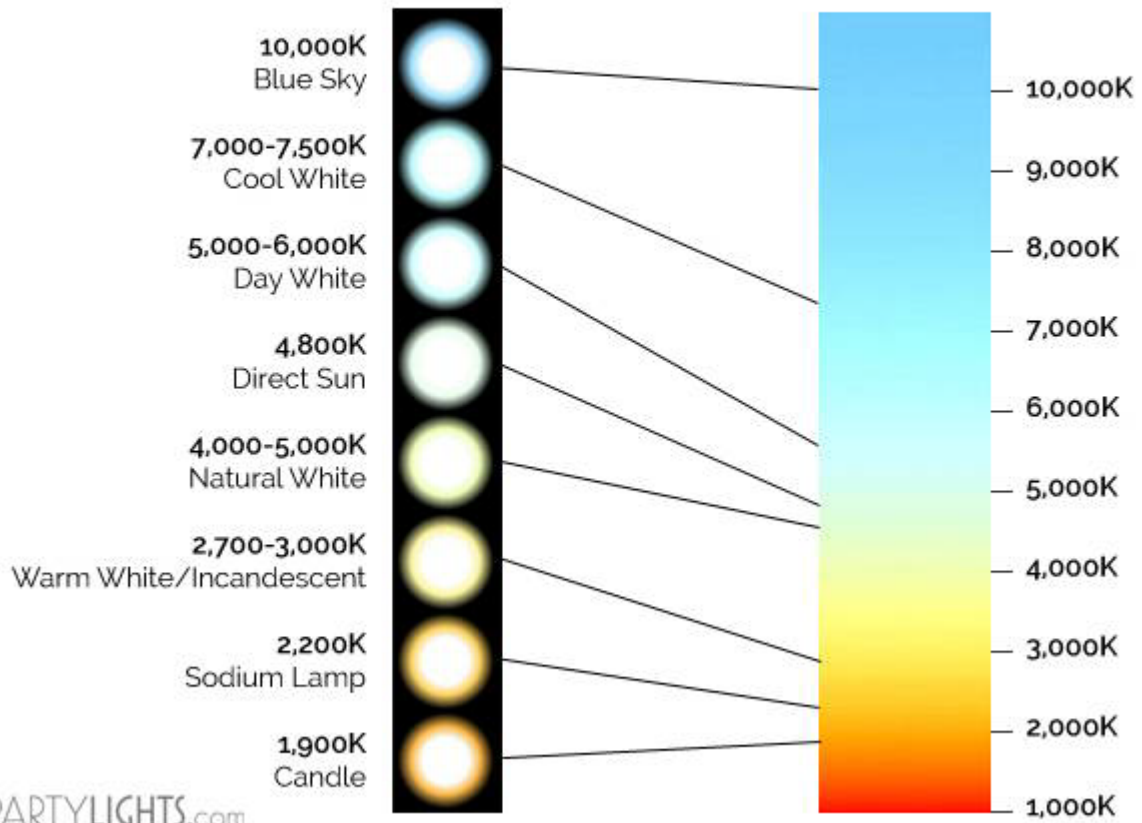
There are a few concerns to address before converting the Algonquin pole lights to LEDs:

- 1) LEDs come in various color temperatures and some of the brighter/whiter lights can be rather harsh to look at. If the Board approves the conversion to LEDs, Management recommends a 3000K bulb as this is whiter than the current bulbs, but is not as harsh as the 5000K bulb (there is little difference between a 4000K and a 5000K bulb. Please see next page for a color chart).
- 2) Replacement LED bulbs would first be used to replace the pole lights in the rear of the building to confirm the community is happy with the bulb selection and the metal halide bulbs that are removed from these lights will be used to fix the light(s) in the parking lot.
- 3) Converting the pole lights to LEDs requires the removal of the ballast, which is a relatively easy change for Maintenance to do.

Once a color temperature is selected, Management would prioritize the replacement of the parking lot lights along Glenroie and then work toward the building as bulbs fail and the budget allows.

Alternatively, there are 21 parking lot lights and bulbs are \$30-\$60 each depending on intensity (less expensive deals are often available on Amazon) for a total cost of about \$630 - \$1,260 if the Board prefers to replace them all at the same time in order to maintain the uniform appearance.

Kelvin Color Temperature Chart



Deliver to Algonquin
Norfolk 23505

Tools & Home Improvement

Search Amazon

EN Hello, Algonquin
Account & Lists Returns & Orders

1

Subtotal
\$34.97

All Clinic Prime Groceries Smart Home Home Improvement Amazon Home Health & Household Coupons Pet Supplies Beauty & Personal Care Amazon Basics Find a Gift

Tools & Home Improvement Best Sellers Deals & Savings Gift Ideas Power & Hand Tools Lighting & Ceiling Fans Kitchen & Bath Fixtures Smart Home Shop by Room Launchpad Amazon Business



hilmar

Retool and Conquer

\$75.98 prime



Tools & Home Improvement > Rough Plumbing > Drain Cleaning Equipment > Drain Augers

Sponsored

DEWALT 20V MAX XR Drain Snake Kit, Brushless (DCD200D1)



Visit the DEWALT Store
172 ratings

22% \$368.00

List Price: \$469.00

Pay \$30.67/month for 12 months, interest-free upon approval for Prime Visa
Not eligible for Amazon Prime. Available with free Prime shipping from other sellers on Amazon.

Purchase options and add-ons

Payment plans

5.64/mo (18 mo) at example APR of 30% (rates from 10-30% APR)

Use in up to 3-inch pipes with removable drum that accepts up to 3/8-inch x 35' cable

- Protect surfaces from rotating drum with the fixed outer shroud
- Illuminate dark work areas with the pivoting LED and 3 brightness modes
- Quickly lock/release cable with the sliding nose cone
- Variable speed trigger with drill-style inline forward/reverse button

> See more product details

Customer ratings by feature

Sturdiness	4.5
Easy to use	4.5
Value for money	4.5

See all reviews

Report incorrect product information.

\$368.00

FREE delivery June 5 - 7. Details

Or fastest delivery June 1 - 2. Details

Deliver to Algonquin - Norfolk 23505

Only 1 left in stock - order soon

Add to Cart

Buy Now

Payment Secure transaction
 Ships from MidwestBestdeals
 Sold by MidwestBestdeals
 Returns Eligible for Return, Refund or Replacement within 30 days of receipt

Add a Protection Plan:

- 4-Year Protection for \$44.99
- 3-Year Protection for \$33.99

Add to List

New (6) from \$368.00 & FREE Shipping

Other Sellers on Amazon

\$375.00 Add to Cart

Sold by: Powerhouse Supply

\$389.99 & FREE Shipping Add to Cart

Roll over image to zoom in



Proposal

Ritter Grounds Maintenance, Inc.

YEARLY LAWN MAINTENANCE & LANDSCAPING

3540 Argonne Avenue
Norfolk, VA 23509-2155
(757)853-5900
FAX: (757)853-5956

Friday, June 23, 2023

Proposal For: Algonquin House	Phone: 757-423-5151	Date: 6/23/23
Street 7320 Glenroie Ave	Job Name	
City, State, and Zip Code Norfolk, VA 23505	Job Location	
Contact	Job Phone:	VA Contractor License # 2705-112484

We hereby submit specifications and estimates for:

Hedge Removal & Planting

Option 1

1. All cars will have to be moved prior to our arrival to complete the following work.
2. Remove existing hedge and prepare for new material.
3. Furnish and install 22 wax leaf Ligustrum in a #3 can.
4. Re-edge & re-mulch bed with fresh shredded hardwood mulch.
5. Cleanup and haul away trash and debris caused by our work.

Cost: \$1,624.95 + dump fee (\$50.00 +/-)

Option 2

1. Same work as outlined above except furnish and install 22 waxleaf Ligustrum in a #7 can.

Cost: \$2,391.65 + dump fee (\$50.00 +/-)

Exclusions: Our quote does not include labor to remove underground obstructions, including but not limited to concrete, construction debris, large roots or stumps etc. If obstructions are found, owner will be notified and removal will be handled as additional work at an additional cost. Ritter Grounds cannot be held responsible for damage or repair of unmarked private utilities including but not limited to irrigation system, landscape lights, pole lights, plumbing etc.

Note: It is hard for me to predict if there will be a price increase in the future or not as many things can affect costs. This includes availability from local nurseries, freight, fuel and supply chain issues. If there is an increase, I will be transparent and relay any costs to you prior to moving ahead with the work. I believe my level of professionalism over the past 27 years at the Algonquin House should speak for itself. Warranty information attached.

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

Options outlined above

Dollars \$TBA

Payment to be made as follows:

Due in full upon completion as time is of the essence. Quote includes a 5% discount for check payment.

Payment is due as outlined above. A late charge of one and one-half percent (1.5%) per month (eighteen percent [18%] per annum) shall be applied to any balance plus any reasonable attorney=s fees or other expenses incurred by the Contractor to collect any sum due.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are covered by Workman=s Compensation Insurance.

Authorized Signature *Tom Ritter*

Note: This proposal may be withdrawn by us if not accepted within 30 Days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Authorized Signature _____

Authorized Signature _____

Date of Acceptance: _____

To: Algonquin House Board of Directors
From: Frances Benson, Chairman of the Grounds Committee
Date: July 13, 2022
Re: Proposal to replace the hedge which extends from the pool to the main building

The hedge in question (a holly) has at least 3 dead shrubs in it and many others have become very thin, causing the entire hedge to appear borderline unattractive. Upon consultation with Jason Heizer with Bartlett Tree Experts about this hedge, we explored some options. Jason's assessment is that the hedge is simply "geriatric" and that the best long-term solution is to remove it and plant a new hedge.

We did not explore a fencing option for two main reasons: There is such a huge variety of fence styles and materials that we wouldn't have known where to begin. But more importantly, between the main building and the various outbuildings, it was felt that a living structure such as a hedge helps to soften the overall appearance of our property.

The Grounds Committee looked at some shrub options which might be suitable replacements. We wanted a hedge which would be dense enough to provide a good screen, something which could be maintained to approximately the height of the current hedge (about 6 feet), and something which would be attractive year-round. We also took into consideration the hedge's maintenance requirements: Ritter's would be able to prune the new hedge just as they do the current one, and being in the South Garden the hedge would be watered by our underground sprinkler system.

We solicited bids from 3 contractors and received bids from two of them: Wedgwood and Ritter's. Please see attached chart "Comparison of hedge replacement bids".

The Grounds Committee recommends that the Board accept Ritter's proposal for the installation of the 7 gallon-size wax-leaf ligustrum. Starting out with the larger size shrub, though a little more expensive upfront, would mean that the new hedge would provide the desired screening probably 2-3 years faster than the 3 gallon-size would. One final consideration is that for best results, shrubbery planting is best done in the fall.

Comparison of hedge replacement bids:

Wedgwood

Ritter's

- 22 wax leaf ligustrum in 3 gallon cans, includes labor, mulch, planting, dump fee ~

→

→

\$ 1897.80

\$ 1644.49 (dump fee may vary slightly)

- 22 wax leaf ligustrum in 7 gallon cans, includes labor, mulch, planting, dump fee ~

→

→

\$ 2697.40

\$ 2155.30 (dump fee may vary slightly)

Proposal

Ritter Grounds Maintenance, Inc.

YEARLY LAWN MAINTENANCE & LANDSCAPING

3540 Argonne Avenue

Norfolk, VA 23509-2155

(757)853-5900

FAX: (757)853-5956

Thursday, August 11, 2022

Proposal For: Algonquin House	Phone: 757-423-5151	Date: 8/11/22
Street: 7320 Glenroie Ave	Job Name:	
City, State, and Zip Code: Norfolk, VA 23505	Job Location:	
Contact:	Job Phone:	VA Contractor License # 2705-112484

We hereby submit specifications and estimates for:

Hedge Removal & Planting

Option 1

1. Remove existing hedge and prepare for new material.
2. Furnish and install 22 wax leaf Ligustrum in a #3 can.
3. Re-edge & re-mulch bed with fresh shredded hardwood mulch.
4. Cleanup and haul away trash and debris caused by our work.

Cost: \$1,594.49 + dump fee (\$50.00 +/-)

Option 2

1. Same work as outlined above except furnish and install 22 waxleaf Ligustrum in a #7 can.

Cost: \$2,105.30 + dump fee (\$50.00 +/-)

Note: It is hard for me to predict if there will be a price increase in the future or not as many things can affect costs. This includes availability from local nurseries, freight, fuel and supply chain issues. If there is an increase, I will be transparent and relay any costs to you prior to moving ahead with the work. I believe my level of professionalism over the past 27 years at the Algonquin House should speak for itself. Warranty information attached.

WE PROPOSE hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

Options outlined above Dollars \$TBA

Payment to be made as follows:
 Due in full upon completion as time is of the essence. Quote includes a 5% discount for check payment.

Payment is due as outlined above. A late charge of one and one-half percent (1.5%) per month (eighteen percent [18%] per annum) shall be applied to any balance plus any reasonable attorney's fees or other expenses incurred by the Contractor to collect any sum due.

If material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are covered by Workman's Compensation Insurance.

Authorized Signature *Tom Ritter*

Note: This proposal may be withdrawn by us if not accepted within 30 Days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Accepted: _____ of _____

Authorized Signature _____

Authorized Signature _____

Ritter Grounds Maintenance, Inc.

YEARLY LAWN MAINTENANCE & LANDSCAPING

3540 Argonne Avenue
Norfolk, Virginia 23509-2155

Telephone: 853-5900
Facsimile: 853-5956

CARE OF PLANTS AND GUARANTEE

The nursery stock you have received from us has been expertly grown, carefully dug, arranged, and planted on your property to produce a first class landscape planting. Please keep these plants in a healthy condition by observing the following instructions:

Watering - All plant material should be watered daily for the first two weeks after installation, regardless of rain, and watered every other day thereafter. Watering may be increased or decreased after the plant has been established based on natural rainfall. This weekly attention is necessary until the plant material has been growing in its new area for at least one(1) year.

Maintenance - Cultivate the soil around the plants and keep the ground covered with a mulch of pine needles or mulch. This mulch will conserve moisture keeping the roots cool in the summer and warm in the winter. Additionally, a proper mulch base will keep weeds under control and help ensure the health and appearance of your plant material. Do not pile any mulch against the trunk or cover and branches on plants with low growing habits. Fertilize plants in the spring and prune them correctly to keep them properly maintained.

Pest Control - Our plants are inspected locally and are free of any insects or diseases when they are installed. There is always the chance of infection from other plants growing in the area. Whenever you see a plant that is not in healthy condition, please contact us in order that we can determine the problem.

Guarantee

Provided payment is made as per agreement, we will guarantee all plants that we furnish and install for a period of one(1) year from the date of original installation. Replacements will be made during the proper planting season. Note: Perennials and annuals are not included.

In order to receive a replacement, the dead plant and its root ball must be inspected and removed by our staff in order that we can determine why the plant failed to live. Please be certain that the plant is dead as some plants do not show growth until late spring.

Any plant material that dies due to neglect, mechanical injury, insects, disease, or adverse weather will not be covered under this guarantee. Replacement plants are not covered by this guarantee either.

Please notify us with any questions or concerns that you may have about your plant material or landscape needs. We will be glad to assist you in order to ensure the proper health and appearance of your plants.

Client
Algonquin House
7320 Glenroie Avenue
Norfolk, VA 23505

Numbers
QHI23-9342

Date
June 14, 2023

Job Name
Algonquin House
Chiller Refurbishment

Attention: Patrick Gasser
PHONE: (757) 955-0340
EMAIL: pgasser@theselectgroup.us

Intent

It is the intent of this proposal to outline a turn-key effort to refurbish the existing 19 year old chiller that provides cooling to the entire facility during the cooling season. Centrifugal chillers require teardown from a proactive perspective to help prevent unexpected downtime, catastrophic failures and to help increase the life of the machine. This proposal will teardown, inspect and refurbish the chiller to a like new state for improved reliability. Additionally, this proposal upgrades the non-functional display on the chiller for improved visibility and information.

Scope:

- Coordinate work during winter months
- Isolate Chiller and recover existing Refrigerant charge.
- Distill refrigerant to remove oil and discard used oil.
- Disassemble existing compressor and associated piping.
 - Bull gear to be evaluated at time of disassembly.
- Send motor and rotor to Motor shop for maintenance, cleaning and evaluation.
 - Note, any Stator, Rotor, or shaft issues are a separate cost to be determined after evaluation.
- Remove existing failed display
- Rebuild compressor with new O-rings, seals, bearing, high speed pinion assembly.
 - Test load unload piston/vane assembly prior to reassembly of entire compressor.
 - Rebuilding of compressor also includes internal and external bolt replacements
- Merge compressor and motor assemblies when all components are returned to sit and mount onto chiller.
- Reconnect motor/Compressor to existing Soft Start starter.
- Replace oil sump with new style sump, pump, oil pump motor. (Old pump/sump is obsolete.)
- Replace access valves.
- Install new Electronic Expansion Valve, associated controls and wiring. (Old thermal valve is obsolete.)
- Install new MT-II display upgrade
- Replace all pressure reliefs, oil filters and driers
- Pressure test and repair any leaks from rebuild process
- Evacuate chiller to factory specifications
- Recharge with new oil
- Recharge with recovered refrigerant
- Perform operational test on chiller
- Strip old insulation and re-insulate chiller



PROPOSAL

1100 Cavalier Blvd.
Chesapeake, VA. 23323
(757) 558-0200 Main
(757) 558-9715 Fax
(800) 768-4257 Toll Free
www.damuth.com

- Paint new insulation
- Provide 1 year warranty on all work performed

Damuth Trane's price for the above scope of work is.....\$219,852.00

Notes:

1. Work to be performed during normal working times Monday – Friday 8:00 AM to 4:30 PM

Prices quoted are FIRM.
If estimates, Damuth Trane reserves the right to revise this quote as the work progresses and we acquire knowledge not available at the time of quote. Customer will be advised at that time of any change and before work progresses.

Authorized
Signature _____

Bryan Whitehorne
Account Manager

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature _____

P.O. # _____

Date of Acceptance _____

Price includes all taxes. See attached for terms and conditions of sale upon which this proposal is based.

General Terms and Conditions

1. **Acceptance and Prices.** This proposal is valid for thirty (30) days from the submittal date. If this proposal is not accepted within thirty (30) days from submission, the proposal is subject to revision or withdrawal.
2. **Payment.** The account is due and payable thirty (30) days from date of invoice. Finance charges of 1½% per month are assessed on account balances after thirty (30) days. In the event the account must be referred to an outside agency for collection, the buyer agrees to pay all fees incurred in the collection of the amounts due and otherwise enforcing these terms and conditions, including reasonable attorney's fees.
3. **Performance.** Damuth Trane will complete all work in a workmanlike manner according to standard trade practices and will guarantee our technical services for 90 days from completion, subject to the exclusions and conditions listed below.
 - a. All parts and equipment supplied by Damuth Trane carry the manufacturer's warranty. Damuth Trane does not separately warrant parts and equipment.
 - b. Provided further, no warranty on parts or labor is made unless the A/C system has been properly "cleaned up" and checked out before start-up in accordance with Damuth Trane recommendations and instructions and/or unless the compressor is rebuilt according to the manufacturer's instructions and specifications.
 - c. The owner/operator has the responsibility and obligation to supply proper and adequate power to the equipment covered by this warranty and to operate it properly according to the manufacturer's instructions. This parts and labor warranty does not apply if failure is caused by power deficiency, lightning, single phasing, phase reversal, negligent operation or maintenance, or circumstances beyond the control of Damuth Trane, such as vandalism, fire, or acts of God.
 - d. Damuth Trane shall have no liability whatsoever until the products or services that have been provided by Damuth Trane are paid in full. Notwithstanding any other provisions of this document, Damuth Trane's total liability shall be limited to the purchase price received for the goods and/or services provided by Damuth Trane.
 - e. THIS WARRANTY AND LIABILITY SET FORTH IN THE PRIOR PARAGRAPHS ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES EXPRESSED OR IMPLIED IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
4. **Access.** Damuth Trane and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by Damuth Trane and acceptable to the work site owner or tenant for the performance of the work, including sufficient areas for staging, mobilization, and storage. Damuth Trane's access to correct any emergency condition shall not be restricted.
5. **Indemnification.** Damuth Trane agrees to indemnify and hold harmless the Customer from any and all claims and liability for personal injury or property damage resulting from the acts of negligence or other misconduct by Damuth's employees or any party working under Damuth's direction. Customer likewise agrees to indemnify Damuth from any and all claims and liability for personal injury or property damage resulting from negligence or other misconduct by Customer's employees or any party working under Customer's direction. If the parties are both at fault, then this obligation to indemnify shall be proportionate to the relative fault of each party. The duty to indemnify will continue in full force and effect for two (2) years after Damuth Trane's work is completed, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS) OR PUNITIVE DAMAGES. EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS SECTION SHALL BE LIMITED TO THE PURCHASE PRICE PAID OR RECEIVED FOR THE PRODUCTS AND/OR SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL DAMUTH TRANE BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.
6. **Environmental Hazards and Dangerous Substances.** This proposal expressly excludes any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of this agreement elsewhere contained which may authorize or empower the purchaser to change, modify, or alter the scope of work or services to be performed by Damuth Trane shall not operate to compel Damuth Trane to perform any work related to hazards without Damuth Trane's express written consent.
7. This Agreement and all related contract documents shall be governed by the laws of the Commonwealth of Virginia, without giving effect to its conflict of law principles. Both Customer and Damuth Trane agree that any disputes between them arising out of this Agreement and all related contract documents must be decided by litigation. The parties agree that the exclusive forums for litigating any such disputes will be either the Circuit Court for the City of Chesapeake, Virginia, or the United States District Court for the Eastern District of Virginia, Norfolk Division. The parties agree that they will waive trial by jury and try all matters before a judge in the exclusive forums set forth in the preceding sentence.
8. **Entire Agreement.** This instrument includes the entire agreement between the parties. Any modifications or amendments must be in writing and signed by both parties.